

***THE AUGUST 27, 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  
AUGUST 27, 2019  
3:45PM**

Agenda Item #1: Northwest Council of Colorado Governments (NWCCOG) Update  
3:45pm

Agenda Item #2: Fourth of July Recap Discussion 4:15pm

Agenda Item #3: Parks Master Plan Direction and Budget Discussion 5:15pm

**RECORD OF PROCEEDINGS  
REGULAR MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
AUGUST 27, 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:**

Report Finance  
Report SalesTax  
Report PD Court  
Report PD Kudos

### **Consent Agenda:**

- Minutes August 13, 2019 Meeting
- Warrant List
- Purchasing Cards
- Resolution 19-28 Matthew Stais Architects for the Frisco Bay Marina Phase 2 Site Improvements
- Resolution 19-30 Trails CPW/GOCO Grant

### **New Business:**

Agenda Item #1: First Reading Ordinance 19-15, an Ordinance Amending Chapter 110 of the Code of Ordinances of the Town of Frisco, Concerning Business Licenses and Regulations, by the Addition of a New Article III, Concerning the Establishment of a Requirement for the Licensing of Tobacco Product Retailers, and Requirements and Limitations Concerning the Sale of Tobacco Products by Such Retailers, Including Limiting the Sale of Tobacco Products to Persons who are Twenty-One (21) Years of Age or Older; which Requirements are Necessary to Safeguard the Health of Individuals who are not of Legal Age to Purchase Tobacco Products 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

Agenda Item #2: First Reading Ordinance 19-16, an Ordinance Amending Chapter 110 of the Code of Ordinances of the Town of Frisco, Concerning Business Licenses and Regulations, by the Addition of a New Article III, Concerning the Establishment of a Requirement for the Licensing of Tobacco Product Retailers, and Requirements Concerning the Sale of Tobacco Products by such Retailers, which Requirements are Necessary to Safeguard the Health of Individuals who are not of Legal Age to Purchase Tobacco Products 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



Agenda Item #3: First Reading Ordinance 19-17, an Ordinance Amending Chapter 127 of the Code of Ordinances of the Town of Frisco, Concerning General Offenses, to Prohibit the Sale of Tobacco Products to Persons who are Under Twenty-One (21) Years of Age, and to Prohibit the Purchase of Tobacco Products by Persons who are Under Twenty-One (21) Years of Age, which Requirements are Necessary to Safeguard the Health of such People, and to Prevent the Distribution of Tobacco Products to Minors 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

Agenda Item #4: Resolution 19-29, Lose Design for the Comprehensive Vision and Implementation Plan for the 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

Agenda Item #5: Resolution 19-31, a Resolution Adopting Frisco's "Housing Helps" Program Guidelines STAFF: JOYCE ALLGAIER 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

**Old Business:**

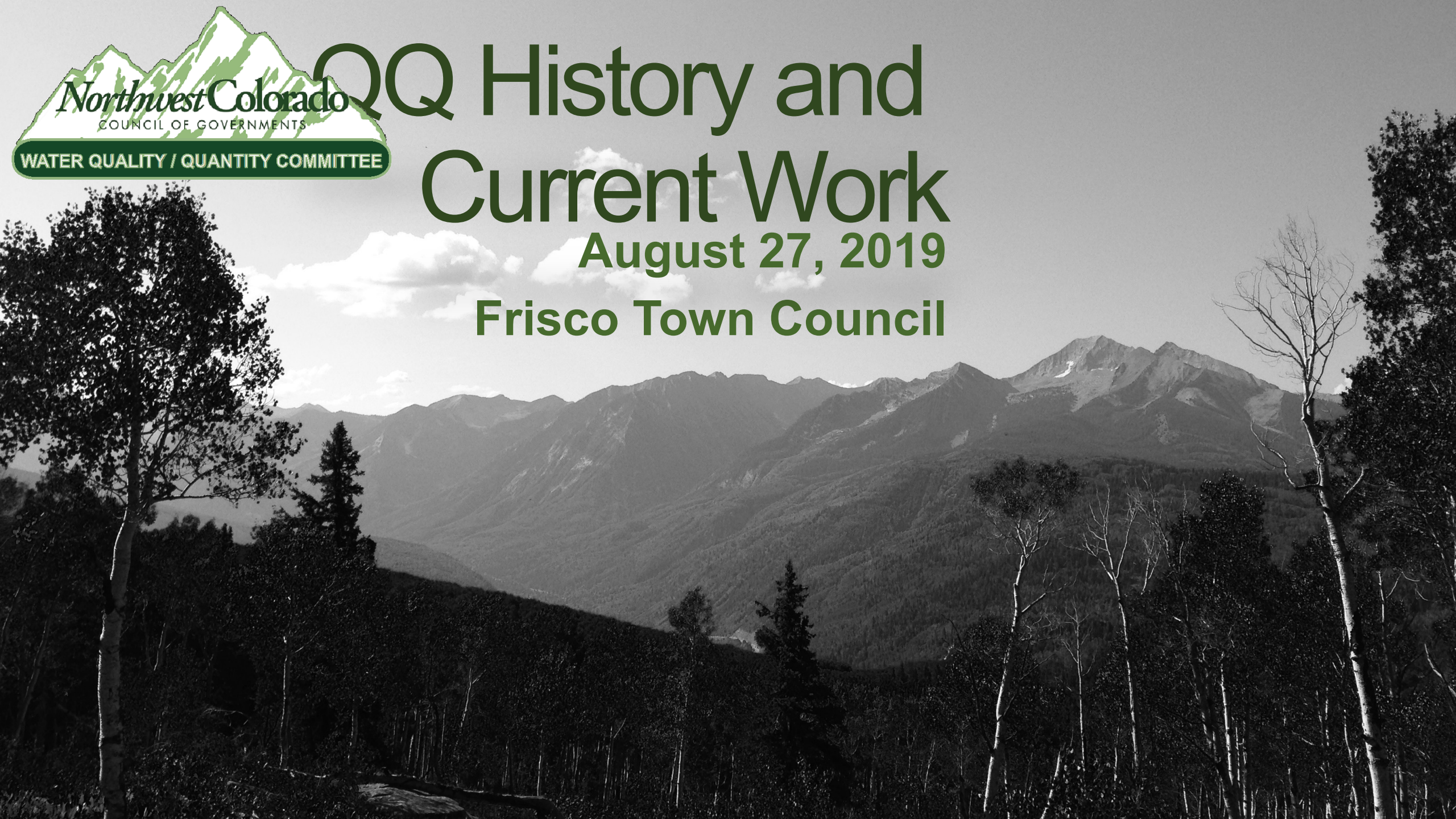
Agenda Item #6: Second Reading Ordinance 19-14, an Ordinance Establishing a "Disposable Bag Fee"; Providing for the Payment and Collection of Such Fee; and Providing Other Details Related to the Disposable Bag Fee and, in Connection Therewith, Establishing a New Title for Chapter 124 of the Code of Ordinances of the Town of Frisco, Concerning Nuisances, and Re-Ordering the Provisions of Said Chapter STAFF: NANCY KERRY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

**Adjourn:**



# QQ History and Current Work

August 27, 2019  
Frisco Town Council





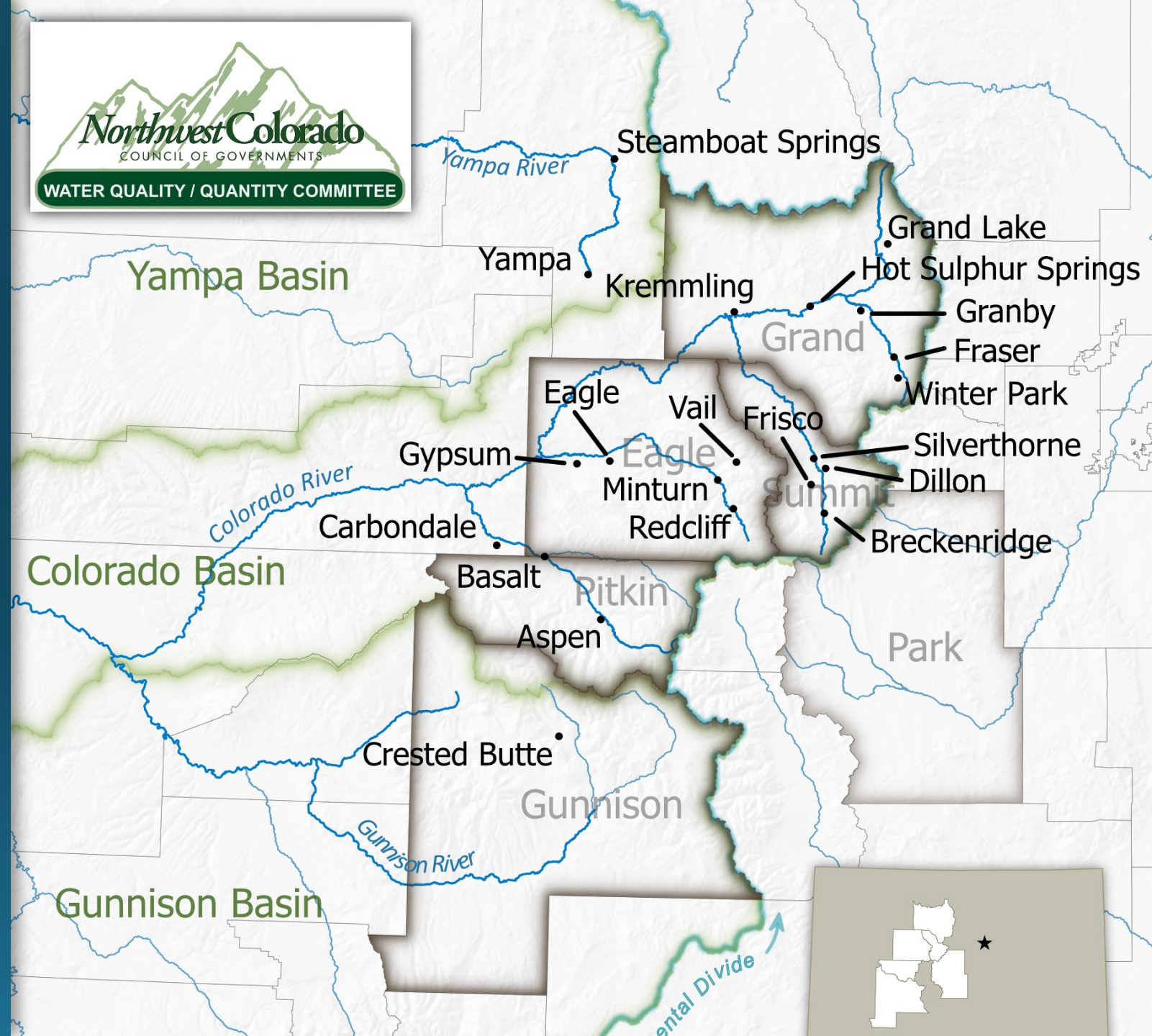
# Mission

To facilitate and augment the efforts of member jurisdictions to protect and enhance the region's water quality while encouraging its responsible use for the good of Colorado citizens and the environment.





# Our headwaters region



Steamboat Springs

Yampa Basin

Yampa

Kremmling

Grand Lake

Hot Sulphur Springs

Granby

Fraser

Winter Park

Eagle

Vail

Frisco

Silverthorne

Dillon

Gypsum

Eagle

Minturn

Redcliff

Breckenridge

Colorado River

Carbondale

Basalt

Pitkin

Aspen

Park

Colorado Basin

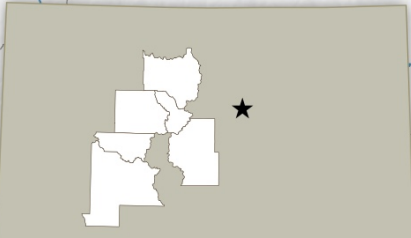
Crested Butte

Gunnison

Gunnison Basin

Gunnison River

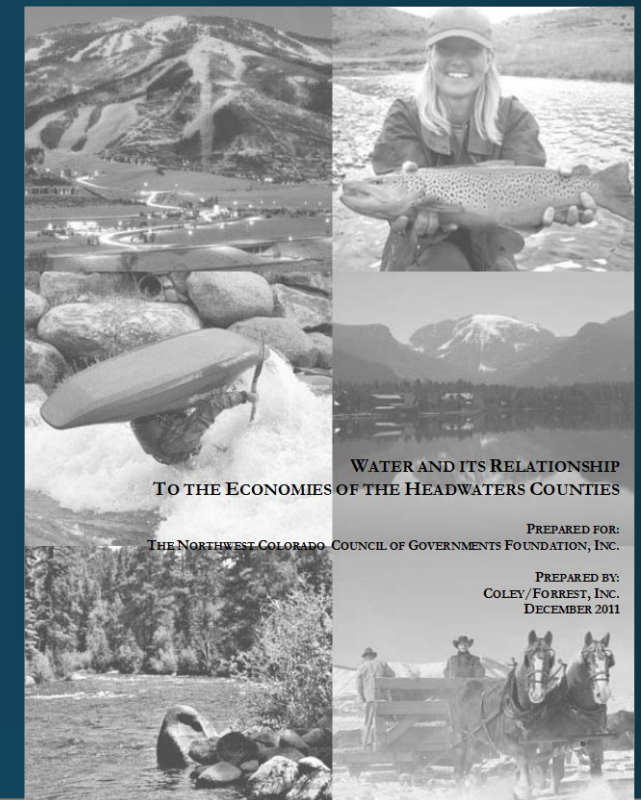
Frontal Divide





# DEFINING CHARACTERISTICS

Water-dependent economies (recreation-tourism, agriculture, and resource extraction)



WATER AND ITS RELATIONSHIP  
TO THE ECONOMIES OF THE HEADWATERS COUNTIES

PREPARED FOR:  
THE NORTHWEST COLORADO COUNCIL OF GOVERNMENTS FOUNDATION, INC.

PREPARED BY:  
COLEY/FORREST, INC.  
DECEMBER 2011



Photo by Mason Summing, the Wilderness Society



# DEFINING CHARACTERISTICS

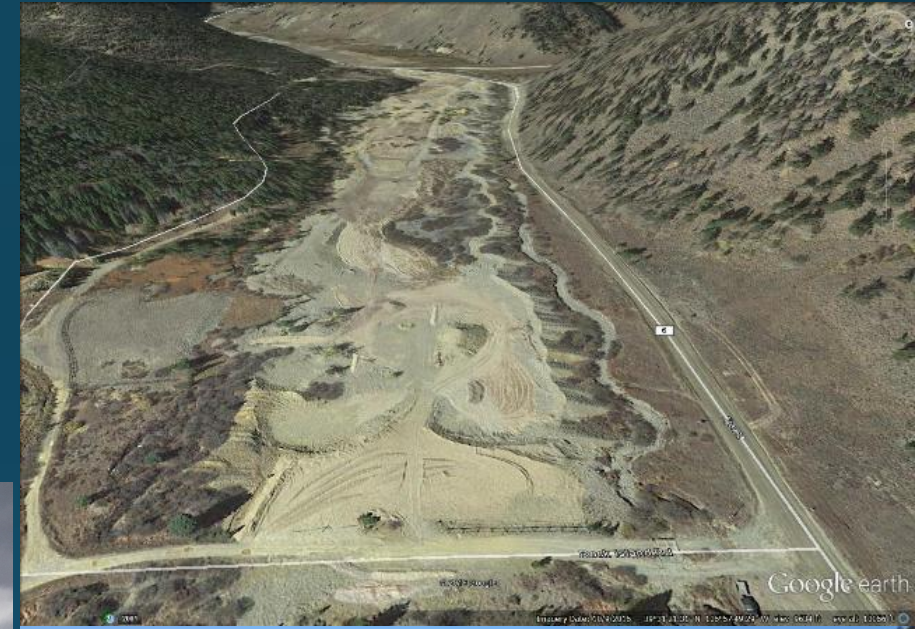
Water quality and quantity impacted by transmountain diversions





# DEFINING CHARACTERISTICS

Local governments active in water quality and quantity protection



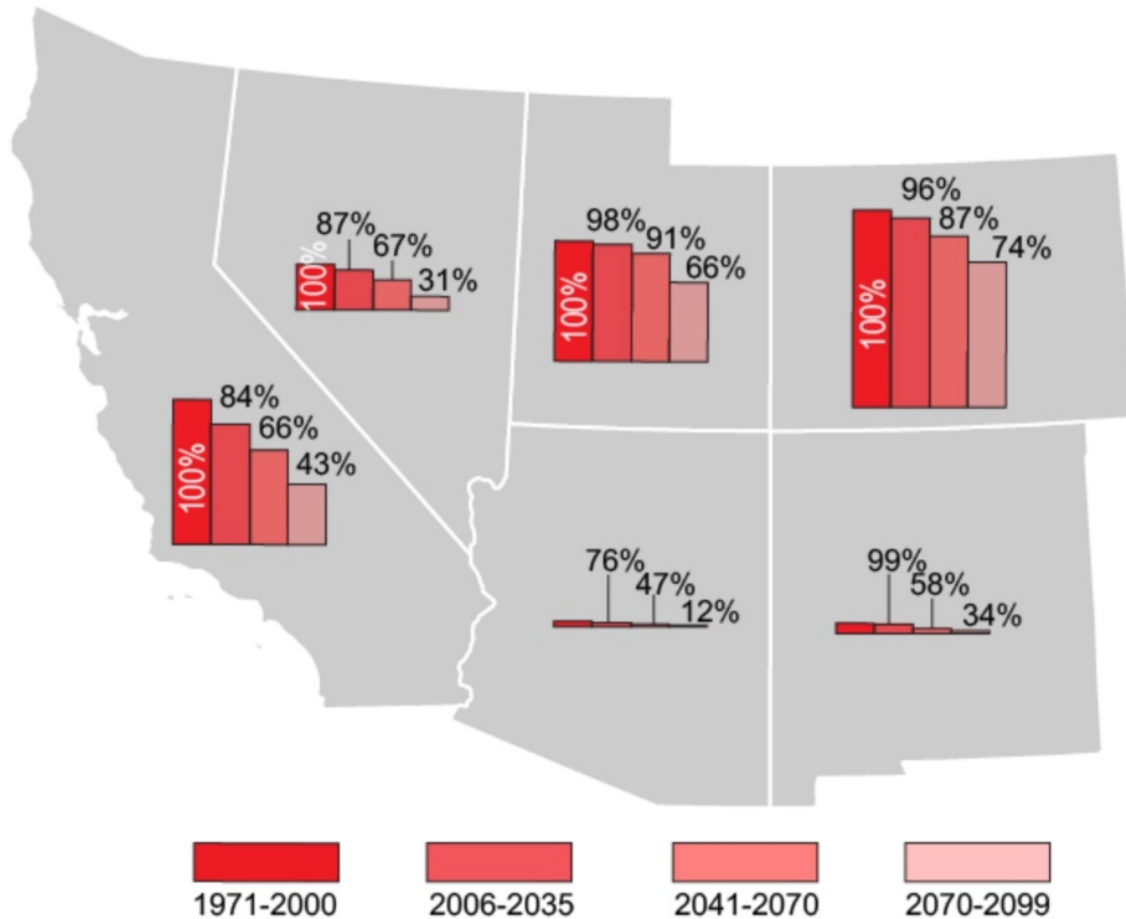
Swan Creek restoration, top photo in 2015, pre-restoration of mine tailings, and bottom photo during restoration in 2017. Courtesy of Summit County, CO, available at <http://www.co.summit.co.us/Blog.aspx?CID=5>.



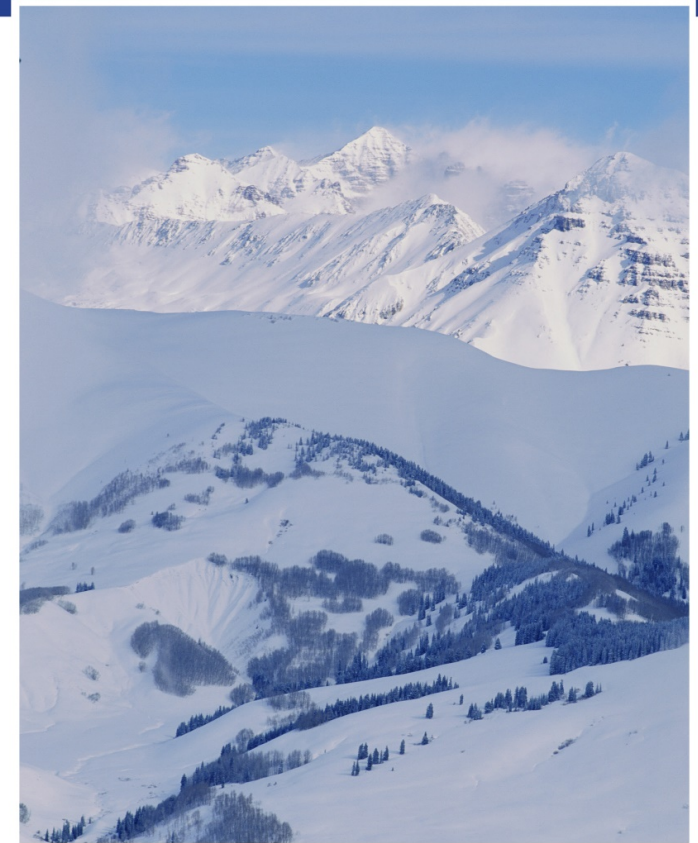
# AN UNCERTAIN FUTURE

## Projected Snowpacks

Projections with medium-high future emissions, comparisons to 1971–2000



## CLIMATE CHANGE IN THE HEADWATERS WATER AND SNOW IMPACTS



A report to the Northwest Colorado Council of Governments

the  
**ROCKY  
MOUNTAIN  
CLIMATE**  
Organization

Stephen Saunders  
Tom Easley  
2018



# QQ BOARD STRUCTURE

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Board = All QQ members.

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Consensus based decisions.

For meetings, anyone present has a voice.

For absent members, can voice concern at any time.

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**Chair, Vice-Chair, and Secretary** provide day-to-day guidance to contract team.

Kathy Chandler-Henry, Eagle BOCC - QQ Chair.

Kris Manguso, Grand BOCC, QQ Vice-Chair

April Long, Aspen Stormwater Manager, Secretary

# QQ POLICIES

- **TRANSMOUNTAIN DIVERSION  
OVERSIGHT**
- **WATER QUALITY**
- **BUILD COALITIONS & EDUCATION**
- **STATEWIDE WATER POLICY**
- **PROTECT AND IMPLEMENT LOCAL  
GOVERNMENT AUTHORITY TO  
PROTECT WATER RESOURCES**





# Linking Land Use/Water Planning

## COLORADO'S WATER PLAN

“Every community can do better on water conservation and efficiency via locally determined measures, such as, but not limited to, reinvestment in aging infrastructure, community education, enhanced building codes, and water-sensitive land-use planning.”

Guiding statement for county commissioners Boulder County, City and County of Denver, City and County of Broomfield, Eagle County, Grand County, Pitkin County and Summit County, *Comments on the Colorado Water Plan (March 5 - May 1, 2015)*, Item No. 67. May 1, 2015.



## Model Water Quality Protection Standards for Local Governments



Photo credits, clockwise from top left: Brent Gardner-Smith, Aspen Journalism; City of Aspen; Torie Jarvis.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: VANESSA AGEE, DIRECTOR OF MARKETING AND COMMUNICATIONS**  
**RE: FOURTH OF JULY RECAP DISCUSSION**  
**DATE: AUGUST 27, 2019**

**Summary and Background:** Frisco's "Fabulous 4<sup>th</sup> of July" celebration is a longstanding tradition, and most of the components of this event have stayed similar over the years, as it is an event inherently friendly to tradition. This year saw some significant alterations due to changing conditions, which subsequently inspire a recap and discussion.

**Analysis:** The following is a recap of the 2019 Frisco July 4th events, along with qualitative observations, and quantitative results when available.

8:00 – 11:00 a.m. – Pancake breakfast located at the old community center at 3rd Avenue and Granite Street organized by and benefiting Team Summit- 2018 - \$8,604 in revenue and 2019 - \$8,259 in revenue. Team Summit attributes the decrease in revenue primarily to the loss of a sponsorship component (smoothie bike) from Kaiser Permanente, which resulted in a decrease of \$500.

8:00 – 10:00 a.m. – A free kids' fishing derby sponsored by Frisco Walmart, The Colorado Angler in Silverthorne and Colorado Parks and Wildlife, held at Frisco's Meadow Creek Park. This event is open to children 15 years old and younger. There were less fishing derby participants: 123 in 2019 (75 fish caught) compared to 177 in 2018 (57 fish caught). 2017 was a record year with 222 participants, but only five fish caught. In 2108, staff decided to change the time of the event from 9:00 a.m. start to an 8:00 a.m. start in order to increase the amount of fish caught and potentially reduce the amount of participants as well. This proved to be an effective strategy.

11:00 a.m. – 12:00 p.m. – Free concert with Summit Concert Band at the Frisco Historic Park Gazebo- This typically sees light attendance from guests who are already on Main Street waiting for the parade to begin.

12:30 p.m.- Fourth of July Parade – Main Street from Madison Avenue to 6th Avenue.

- This year the Frisco parade featured 75 youth musicians who are part of the 728 Cadets Marching Band out of Elk River, Minnesota. This marching band also performed in the Breckenridge parade. It is a challenge to secure a marching band for the parade, as you

must rely on a marching band's summer tour schedule, and there is significant demand and limited supply on July 4th. Typically, marching bands come from other states to tour in Colorado. Staff is already working on a marching band for 2020 with some community members reaching out to their home states/schools to assist as well.

- The 2019 parade saw 43 pre-registered floats and five day of float registrations. In 2018, there were 35 pre-registered floats and 10 day of float registrations, and in 2017, there were 38 pre-registered floats and 15 day of float registrations. The 2019 parade was almost 25 minutes longer than previous parades, going from 12:30 p.m. until almost 2:00 p.m. In 2019, staff encouraged parade participants to pre-register by sending out email reminders, which included strong language concerning the requirement that floats be decorated. This year staff also had decorations available onsite during the parade lineup so parade participants could decorate floats. Decorations were provided not only to improve the parade, but also to communicate through practice that floats really did need to be decorated.
- There was significant feedback from kids' bike parade participants and their parents regarding the inability to ride their bikes (many kids walked their bikes) because the parade was so slow.
- This stage and band's sound system set up at 1<sup>st</sup> Avenue and Main Street were used for the parade emcee and judges. Typically, a small trailer and portable sound system in front of Town Hall are used for this purpose. It was a setup with more shade and better amplified sound, but the parade judges and emcee were more removed from the parade route.

2:30 – 4:30 p.m. – Free concert with The Artisanals on Main Street at 1st Avenue- This concert would typically happen at the Historic Park Gazebo, but the decision was made to utilize the stage set up at 1st Avenue and Main Street in the interest of efficiency. The stage was set up at this location rather than the Marina due to continuing construction/lawn seeding at the Marina.

2:30 – 4:00 p.m. - Interactive fun for all ages- There were blocks designated for sports, art and music, which included chalk art, a silent disco, bike stunt & skateboarding demos, face painting, a patriotic photo booth, balloon artist, make and take art, giant games and additional seating on Frisco Main Street. Main Street re-opened from 2nd Avenue to 6<sup>th</sup> Avenue at approximately 5:30 p.m., as in past years. The only change in the closure plan was that Main Street remained closed from 2nd Avenue to Madison Avenue until approximately 8:30 p.m. in order to accommodate the Jefferson Starship concert.

5:30 p.m. – 7:30 p.m. – Free Jefferson Starship concert on the stage at 1st Avenue and Main Street- This event was incredibly well attended, and the feedback was overwhelmingly positive about the level of talent that was secured for this concert. There was some feedback that this was a great location, but that attendees wished there had been more seating on a grassy surface.

**For Consideration:** During a recap, staff identified the following issues and/or potential improvements for 2020:

## **Parade**

- Consider leading off the parade with the children's bike decorating contest
- Consider requiring all parade entries to be decorated with a July 4<sup>th</sup> theme
- Consider rules requiring only floats
- Consider limited vehicles be part of/towing a float or part of a car club
- Consider limiting car clubs to 4 vehicles and requiring that each vehicle must be decorated

## **Interactive fun for all ages**

- If there is support for continuing to have animation on Main Street post-parade, make the Main Street closure smaller by two blocks (1<sup>st</sup> to 4<sup>th</sup> Avenue) and bring activities closer together to create a critical mass of activities
- Sign each activity with a description and an invitation to participate in the activity
- Incorporate at least one street performer

## **Concerts**

- The Artisanals concert, which started at 2:30 p.m., was scheduled to begin at 1:30 p.m. Even if the parade is an hour in length, this concert is scheduled too soon to the end of the parade.
- The new stage location at 1st Avenue and Main Street was intriguing because staff witnessed concert goers fanning out across Main Street post-concert and entering businesses. Yet, the Marina remains a special location, but ongoing concerns about sending large groups of pedestrians across Highway 9 were also raised by staff.

## **Countywide marketing efforts**

The Town of Frisco coordinated with the Towns of Silverthorne, Dillon and Breckenridge to create a collaborative marketing piece for July 4<sup>th</sup>. The piece was well received in the community.

## **2020 date**

This year July 4<sup>th</sup> fell on a Thursday and in 2020 July 4th will fall on a Saturday. This does change the dynamic of this event in terms of destination visitors, as the result will be less extended weekend stays and more stays with a typical weekend pattern- arrival on Friday and departure on Sunday.

**Financial Impact:** In 2019, \$82,200 was budgeted for July 4<sup>th</sup> activities; Staff estimates \$60,000 was expended, of which approximately \$48,000 was dedicated to entertainment components.

For 2020, staff has proposed a budget of \$60,000.

**Alignment with Strategic Plan:** Fourth of July celebrations are as much about having an inclusive community where vibrancy abounds, as it is about having a thriving economy, where locals and visitors are drawn to Frisco's iconic and bustling Main Street and Summit Boulevard business district to support a sustainable economy.

**Staff Recommendation:** Based on the increased length of the parade, staff would recommend some strategies around reducing the amount of entries that are not floats and not decorated to increase engagement with the parade. Would Council support staff's pursuit of these types of strategies? Does Council have any recommendations regarding potential strategies?

Should the animation efforts on Main Street post-parade continue? Are there any suggested improvements and/or additions?

Should there continue to be a strong emphasis on live music? Should the music schedule change? Would it be best to keep concerts on Main Street or move one or both of the concerts back to the Marina?

Should staff continue to collaborate with towns across the county to create a joint marketing piece and effort around July 4<sup>th</sup> festivities?

**Reviews and Approvals:**

This report has been reviewed and approved by:

Bonnie Moinet, Finance Director – Approved

Nancy Kerry, Town Manager - Approved



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MEMORANDUM

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P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: SUSAN LEE, COMMUNITY PLANNER**  
**RE: PARK MASTER PLAN – CONCEPT PLAN REVIEW**  
**DATE: AUGUST 27, 2019**

**Summary:** This memo is intended to provide background information to frame a discussion on the conceptual plans for Meadow Creek, Walter Byron, Old Town Hall, and Pioneer Parks. Staff would like feedback and direction from Council regarding the conceptual plans in order to finalize the master plans for these parks. A rough estimate of costs has been provided to aid in the discussion and decision making process.

**Background:** In the 2019 budget, Town Council approved funds for park improvements. As part of the community outreach process for the 2019 Community Plan update, a special public meeting was held on November 7, 2018. Outcomes from the meeting included the prioritization for upgrades at four parks including: Meadow Creek, Walter Byron, Old Town Hall, and Pioneer Parks. In order to thoughtfully plan for the upgrades and improvements, Town Council gave staff direction to conduct a master planning process for each of these parks. The process consisted of community outreach in the form of meetings and online surveys, conceptual design development, and final design and budgeting.

Staff reviewed the findings from the public meetings, community survey, and staff analysis with Town Council during the June 25, 2019 work session. A summary of prioritized improvements for each park was presented. Town Council provided staff with direction to move forward with the development of conceptual plans for each park and rough cost estimates for the associated improvements.

**Recommendation:** Staff recommends Town Council review the conceptual level plans and associated cost estimates for each of the four parks in order to give staff feedback and direction to finalize the master plans for each of the parks.

**Financial Impact:** There is \$125,000 in the 2019 Town of Frisco budget for park site improvements, which is the first-year of five-years of planned Parks Capital Improvement Projects. The cost to develop master implementation plans for each of the four parks, estimated at \$44,200, is being drawn from the \$125,000 budgeted for 2019.

The conceptual plans and accompanying cost estimates (Exhibit A and B) are itemized by site element in order to give Council a rough idea of what each element could cost relative to other improvements. Many of the proposed improvements exceed the \$125,000 annual budget of the



Parks Capital Improvement fund. In order to fund the proposed improvements Town Council could allocate a greater annual contribution to the parks fund or identify alternative funding sources to support the implementation of the parks plans. Portions of the plans can be phased, prioritized or implemented in house. Actual implementation costs will vary depending on phasing and bundling of work, level of finishes, and other factors.

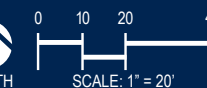
**Reviews and Approvals:** This report has been reviewed by:  
Joyce Allgaier - Approved  
Nancy Kerry, Town Manager  
Bonnie Moinet, Finance Director - Approved

**Attachments:**  
Exhibit A: Conceptual plans for Meadow Creek, Walter Byron, Old Town Hall, and Pioneer Parks  
Exhibit B: Estimate of costs



# MEADOW CREEK PARK

## PARK ON THE POND





# WALTER BYRON MEMORIAL PARK - OPTION A

## FRISCO'S BACKYARD

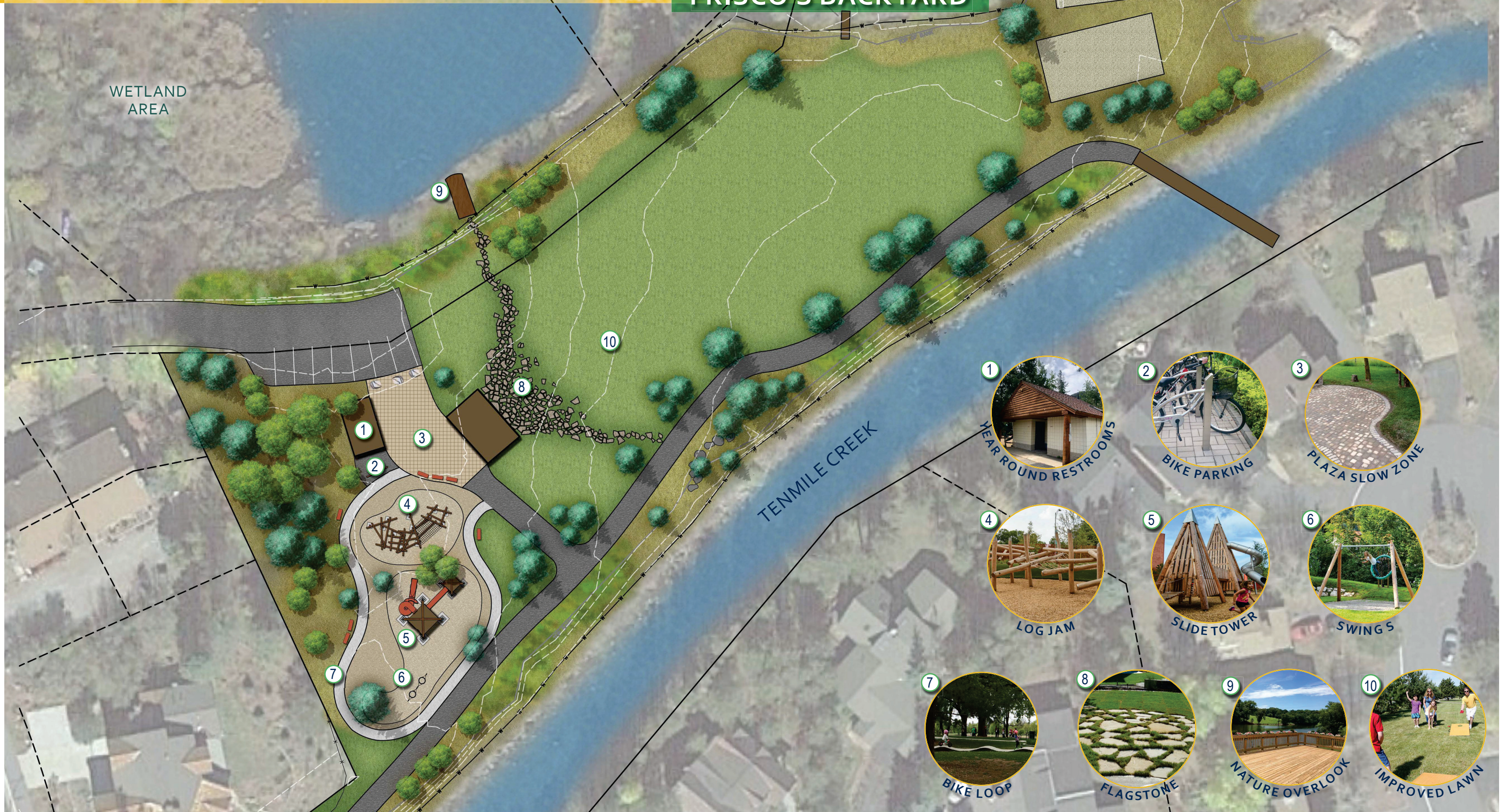


- 1. PAVILLION WITH RESTROOMS
- 2. ADVENTURE PLAY
- 3. IMPROVED PLAYGROUND
- 4. LOG JAM
- 5. CONCRETE WALKWAY
- 6. HAMMOCKS
- 7. EXTEND PARKING
- 8. NATURE OVERLOOK
- 9. IMPROVED FLEX LAWN
- 10. BOARDWALK / CONCRETE
- 11. PICNIC AND GATHERING AREA



# WALTER BYRON MEMORIAL PARK - OPTION B

## FRISCO'S BACKYARD





# OLD TOWN HALL PARK

## GATHERING GROUND





# PIONEER PARK

## NATURE RETREAT & RECREATION



- 1 FUTURE SIDEWALK
- 2 SIGNAGE
- 3 LOG PATH
- 4 TENNIS ENHANCEMENTS
- 5 TENNIS SEATING
- 6 PICNIC AREA IMPROVEMENTS
- 7 NATURE PLAY
- 8 FUTURE RECYCLED ASPHALT
- 9 IMPROVED PATHS
- 10
- 11 TREE HOUSE
- 12 STEPPERS
- 13 HOLLOW LOG



# Frisco Neighborhood Park Concepts - Cost Summary

August 9, 2019

<b>Meadow Creek Park</b>				
Item	Quantity	Unit	Unit Cost	Extension
Signage	1	ls	\$ 20,000.00	\$ 20,000.00
1-Gathering Area Improvement	1	ls	\$ 39,600.00	\$ 39,600.00
2-Access to Pond (4 areas)	1	ls	\$ 25,120.00	\$ 25,120.00
3-Picnic Area / Winter Ice Access (includes overhead lighting)	1	ls	\$ 18,000.00	\$ 18,000.00
4-Improved Playground	1	ls	\$ 133,500.00	\$ 133,500.00
5-Restroom Improvements	1	ls	\$ 65,000.00	\$ 65,000.00
6-Parking Improvements	1	ls	\$ 75,000.00	\$ 75,000.00
7-Bike Path Improvements	1	ls	\$ 22,000.00	\$ 22,000.00
8-Bollards	22	ea	\$ 4,000.00	\$ 88,000.00
Landscape	1	ls	\$ 50,000.00	\$ 50,000.00
Irrigation	1	ls	\$ 12,000.00	\$ 12,000.00
			<b>Subtotal</b>	<b>\$ 548,220.00</b>
			5% Escalation Fee	\$ 27,411.00
			8% General Conditions/Excavation/Permits/Fees/Mobilization	\$ 43,857.60
			15% Contingency	\$ 82,233.00
			<b>TOTAL</b>	<b>\$ 701,721.60</b>

**Notes:**  
 Play Equipment Includes Freight, Installation and Play Surface, Concrete Curb  
 Does not include site furniture, electrical, lighting unless noted

<b>WALTER BYRON (OPTION A)</b>				
Item	Quantity	Unit	Unit Cost	Extension
Signage	1	ls	\$ 20,000.00	\$ 20,000.00
1-New Pavilion with Restrooms	1500	sf	\$ 450.00	\$ 675,000.00
2-Adventure Play	1	ls	\$ 85,000.00	\$ 85,000.00
3-Playground Equipment -2 Tower, Slide	1	ls	\$ 125,000.00	\$ 125,000.00
4-Playground Equipment - Log Jam	1	ls	\$ 62,500.00	\$ 62,500.00
5-Concrete Walkway	2,200	sf	\$ 13.50	\$ 29,700.00
6 - Hammock Posts (BYOH)	1	ls	\$ 2,400.00	\$ 2,400.00
7-Extended Parking Lot	4,000	sf	\$ 8.00	\$ 32,000.00
8-Nature Overlook	225	sf	\$ 110.00	\$ 24,750.00
9-Improved Lawn (Replacement of Flex Lawn)	n/a		Future Maintenance Budget	
10-"Boardwalk" (Material Concrete Walkway)	1,800	sf	\$ 13.50	\$ 24,300.00
11-Picnic Gathering Area (Specialty Concrete Paving)	1,500	sf	\$ 15.00	\$ 22,500.00
Landscape (Includes new lawn area by shelter)	1	ls	\$ 65,000.00	\$ 65,000.00
Irrigation	1	ls	\$ 14,000.00	\$ 14,000.00
			<b>Subtotal</b>	<b>\$ 1,182,150.00</b>
			5% Escalation Fee	\$ 59,107.50
			8% General Conditions/Excavation/Permits/Fees/Mobilization	\$ 94,572.00
			15% Contingency	\$ 177,322.50
			<b>TOTAL</b>	<b>\$ 1,513,152.00</b>

**Notes:**  
 Play Equipment Includes Freight, Installation and Play Surface  
 Does not include site furniture, electrical, lighting unless noted

<b>WALTER BYRON (OPTION B)</b>				
Item	Quantity	Unit	Unit Cost	Extension
Signage	n/a		Future	
1-Insulation & Residing to Existing Restroom	1	ls	\$ 150,000.00	\$ 150,000.00
2-Bike Parking	1	ls	\$ 900.00	\$ 900.00
3-Plaza "Slow Zone"	2,000	sf	\$ 15.00	\$ 30,000.00
4-Playground Equipment - Log Jam	1	ls	\$ 58,750.00	\$ 58,750.00
5-Playground Equipment -2 Tower, Slide	1	ls	\$ 116,250.00	\$ 116,250.00
6 - Swings	3	ea	\$ 11,000.00	\$ 33,000.00
7-Tot Trike/Walk Loop	1,500	sf	\$ 14.00	\$ 21,000.00
8-Flagstone Patio	1	ls	\$ 25,000.00	\$ 25,000.00
9-Nature Overlook (dock)	150	sf	\$ 110.00	\$ 16,500.00
10-Improved Lawn (Top dress Flex Lawn)	n/a		Future Maintenance Budget	
Landscape	1	ls	\$ 50,000.00	\$ 50,000.00
Irrigation	1	ls	\$ 8,000.00	\$ 8,000.00
			<b>Subtotal</b>	<b>\$ 509,400.00</b>
			5% Escalation Fee	\$ 25,470.00
			8% General Conditions/Excavation/Permits/Fees/Mobilization	\$ 40,752.00
			15% Contingency	\$ 76,410.00
			<b>TOTAL</b>	<b>\$ 652,032.00</b>
<b>Notes:</b>				
Play Equipment Includes Freight, Installation and Play Surface				
Does not include site furniture, electrical, lighting unless noted				

<b>Old Town Park</b>				
Item	Quantity	Unit	Unit Cost	Extension
Signage	1	ls	\$ 20,000.00	\$ 20,000.00
1-Bistro Seating (Site Furniture & Paving included)	1	ls	\$ 47,990.00	\$ 47,990.00
2-Perimeter Bench	1	ls	\$ 16,500.00	\$ 16,500.00
3-Overhead Lighting with metal poles	1	ls	\$ 48,000.00	\$ 48,000.00
4-Fire Pit	1	ls	\$ 32,000.00	\$ 32,000.00
5-Outdoor Living Space (Specialty Paving)	1	ls	\$ 47,180.00	\$ 47,180.00
6-Art Wall	1	ls	\$ 22,000.00	\$ 22,000.00
7-Splash Pad	1	ls	\$ 34,000.00	\$ 34,000.00
8-Interactive Play (Includes Alley Barrier/Living Wall)	1	sf	\$ 28,000.00	\$ 28,000.00
9-Speaker's Corner	1	sf	\$ 16,500.00	\$ 16,500.00
Landscape (Street Trees & Planters)	1	ls	\$ 25,625.00	\$ 25,625.00
Irrigation	1	ea	\$ 8,000.00	\$ 8,000.00
			<b>Subtotal</b>	<b>\$ 345,795.00</b>
			5% Escalation Fee	\$ 17,289.75
			8% General Conditions/Excavation/Permits/Fees/Mobilization	\$ 27,663.60
			15% Contingency	\$ 51,869.25
			<b>TOTAL</b>	<b>\$ 442,617.60</b>
<b>Notes:</b>				
Play Equipment Includes Freight, Installation and Play Surface				
Does not include site furniture, electrical, lighting unless noted				



**PIONEER PARK**

Item	Quantity	Unit	Unit Cost	Extension
1-Future Sidewalk/Galena Street Mobility Improvements	<i>n/a</i>		<i>Future Improvements</i>	
2-Signage	1	ls	\$ 20,000.00	\$ 20,000.00
3-Log Path/Entrance	1	ls	\$ 6,000.00	\$ 6,000.00
4-Tennis Enhancements	<i>n/a</i>		<i>Future Maintenance Budget</i>	
5-Tennis Patio & Seating	1	ls	\$ 6,560.00	\$ 6,560.00
6-Picnic Area Improvements (Edging and Resurfacing)	1	ls	\$ 16,126.50	\$ 16,126.50
7-Nature Play	1	ls	\$ 78,100.00	\$ 78,100.00
8-Parking Surface/Drainage Improvements	9,000	sf	\$ 9.00	\$ 81,000.00
9-Boardwalk/Improved Paths	1	ls	\$ 17,120.00	\$ 17,120.00
Landscape	1	ls	\$ 20,100.00	\$ 20,100.00
Irrigation	2	ea	\$ 3,500.00	\$ 7,000.00
			<b>Subtotal</b>	<b>\$ 252,006.50</b>
			5% Escalation Fee	\$ 12,600.33
			8% General Conditions/Excavation/Permits/Fees/Mobilization	\$ 20,160.52
			15% Contingency	\$ 37,800.98
			<b>TOTAL</b>	<b>\$ 322,568.32</b>

**Notes:**

*Play Equipment Includes Freight, Installation and Play Surface*

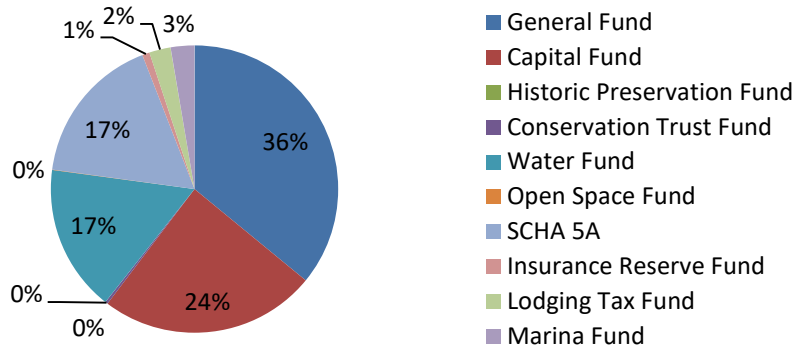
*Does not include site furniture, electrical, lighting unless noted*

**FINANCE REPORT - CASH POSITION  
JULY 2019**

**LEDGER BALANCES:**

General Fund	\$8,935,417.77
Capital Fund	\$6,066,069.55
Historic Preservation Fund	\$1,003.57
Conservation Trust Fund	\$72,119.68
Water Fund	\$4,100,294.82
Open Space Fund	\$12,281.21
SCHA 5A	\$4,205,251.08
Insurance Reserve Fund	\$208,055.49
Lodging Tax Fund	\$597,311.11
Marina Fund	\$665,211.17
<b>TOTAL</b>	<b>\$24,863,015.45</b>

**Cash Percentage of Total Ledger**

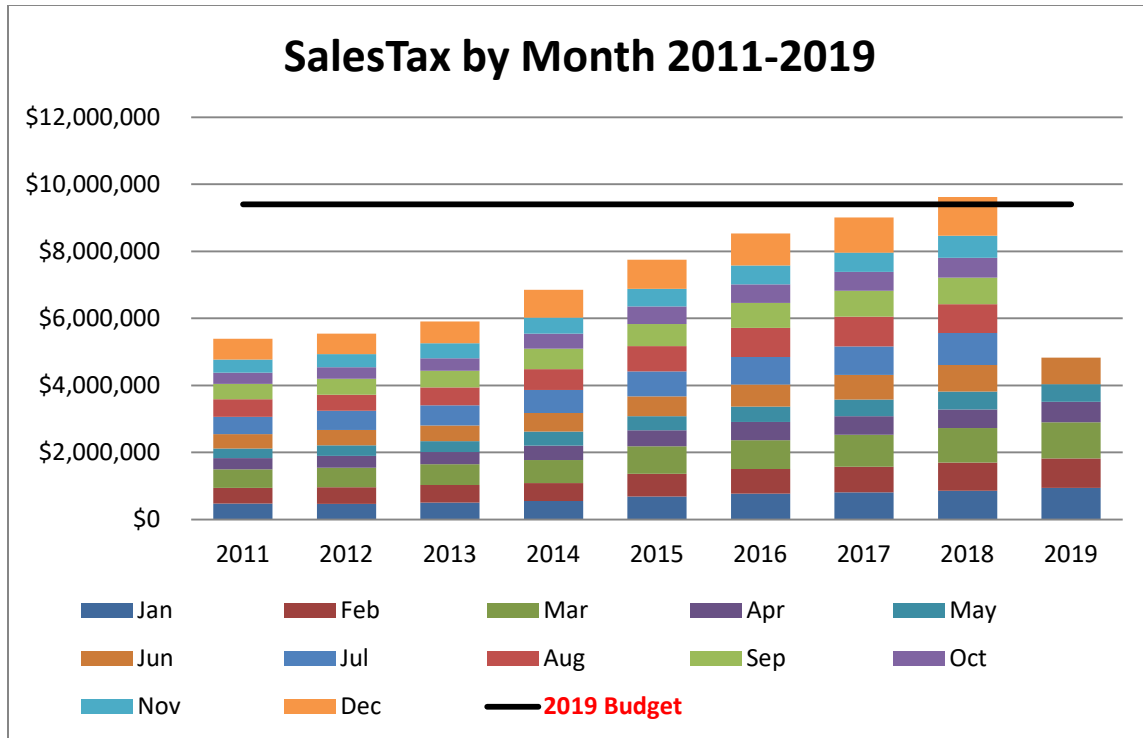


**ALLOCATION OF FUNDS:**

Wells Fargo Bank West NA - Operating Account Bank Balance	\$1,287,790.87
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$1,406.47)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$117,456.39)
DIT Cash Clearing Account	\$0.00
Colotrust Plus	\$12,131,196.75
CSAFE	\$1,421,715.60
CSIP	\$1,854,023.03
Solera National Bank Savings	\$1,392,139.71
Alpine Bank CD	\$271,622.99
FirstBank CD	\$269,540.81
Wells Fargo CD	\$2,533.41
Flatirons Bank CD	\$240,000.00
SIGMA Securities	\$2,669,785.52
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$1,220,119.60
ProEquities	\$1,731,410.02
<b>TOTAL</b>	<b>\$24,863,015.45</b>

**TREASURER'S REPORT  
FUND SUMMARIES - JULY 2019**

Department	2018 Budget	Year to Date	% of Budget
<b>General Fund:</b>			
Revenues	\$14,528,650	\$8,215,652	56.5%
Expenditures	\$13,757,644	\$7,039,091	51.2%
<b>Capital Fund:</b>			
Revenues	\$2,654,007	\$807,829	30.4%
Expenditures	\$5,457,591	\$1,392,418	25.5%
<b>Historic Preservation Fund:</b>			
Revenues	\$1,000	\$1,004	100.4%
Expenditures	\$0	\$0	0.0%
<b>Conservation Trust Fund:</b>			
Revenues	\$29,300	\$21,223	72.4%
Expenditures	\$39,600	\$0	0.0%
<b>Water Fund:</b>			
Revenues	\$1,059,000	\$600,971	56.7%
Expenditures	\$1,249,931	\$414,654	33.2%
<b>Open Space Fund:</b>			
Revenues	\$175	\$169	96.6%
Expenditures	\$0	\$0	0.0%
<b>SCHA 5A Fund:</b>			
Revenues	\$1,294,320	\$786,794	60.8%
Expenditures	\$2,092,740	\$1,000	0.0%
<b>Insurance Reserve Fund:</b>			
Revenues	\$1,800	\$2,864	159.1%
Expenditures	\$65,000	\$0	0.0%
<b>Lodging Tax Fund:</b>			
Revenues	\$568,000	\$322,512	56.8%
Expenditures	\$572,365	\$272,059	47.5%
<b>Marina Fund</b>			
Revenues	\$6,370,000	\$6,459,944	101.4%
Expenditures	\$5,438,064	\$3,859,440	71.0%
<b>58% OF THE FISCAL YEAR HAS ELAPSED</b>			



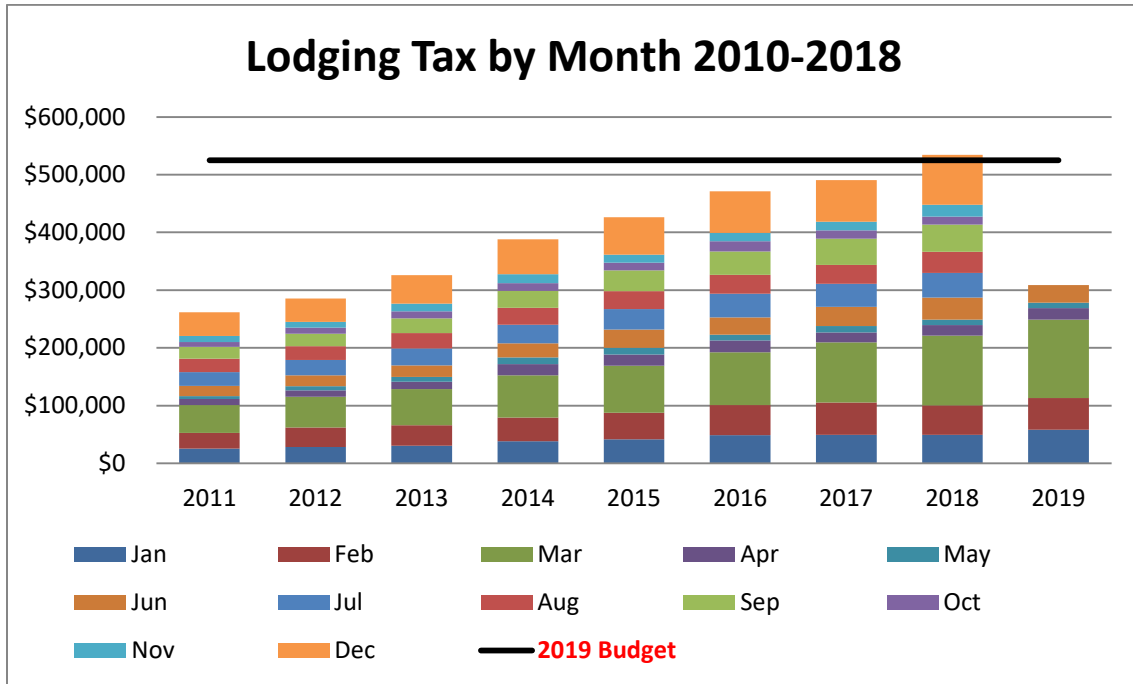
Year-to-date through June is up 4.76% or \$219,597 compared to Y-T-D 2018. The actual year to date dollar amount for June is \$4,828,722 compared to \$4,609,125 for June 2018. For the Month of June total sales tax receipts posted a 0.18% increase over June of 2018, or \$1,385 in actual dollars.

The most significant growth, in terms of actual dollars, was exhibited in the Retail-General category. The Only 5 out of 17 categories exhibited growth in the month of June. We can contribute this to the lack of tourism we had in June of this year. Weather was a major contributor. Each month we continue to have an increase in filers that do not have a presence in Frisco. This is one reason for the increase in retail – general, more than any other category. This increase is most likely due to the State now requiring anyone that delivers into a location to file taxes, and most businesses are voluntarily filing for home rule towns such as Frisco.

The most significant declines, in terms of actual dollars, were exhibited in the Liquor & Restaurant categories.

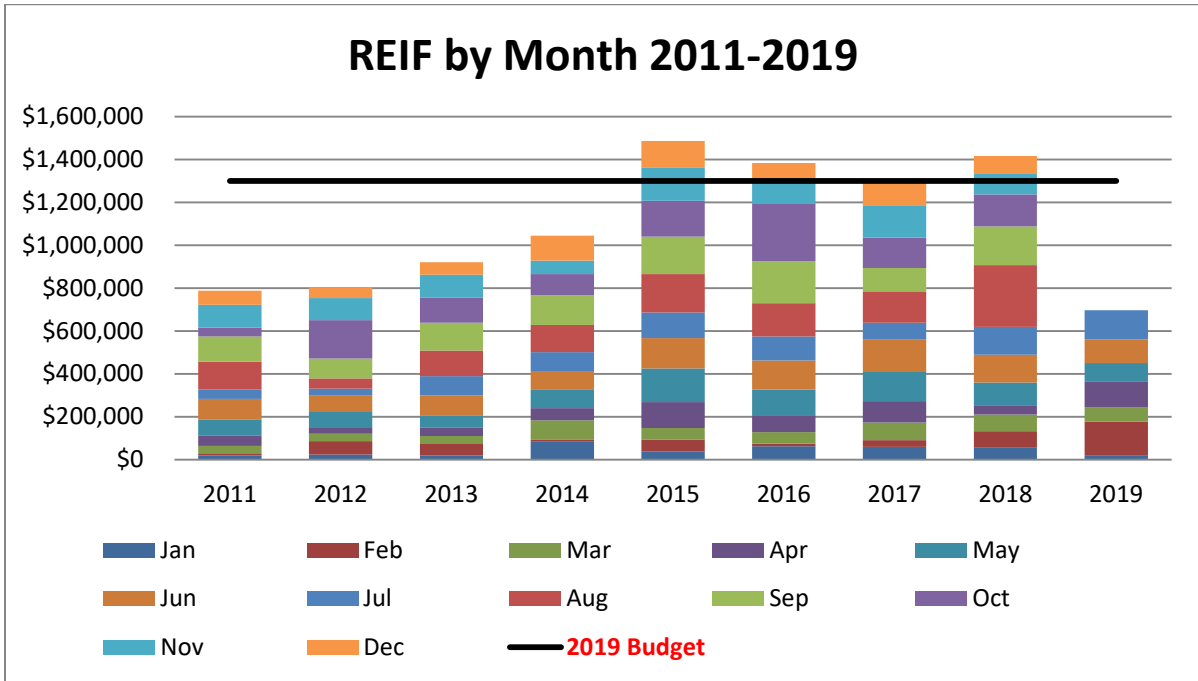
All in all, June was a slightly down month but overall very comparable to years past that had much better weather conditions. With warmer weather on the horizon and holidays coming up staff expects a bounce back in the upcoming months ahead. Frisco remains a very busy town in the summer and once summer travel gets underway we are confident Town will be busy.

Staff remains bullish in the short-term and confident that budgeted revenues will be met and/or exceeded by year end.



Year-to-date through June is up 7.53% or \$21,636 compared to Y-T-D 2018. The actual year to date dollar amount for June is \$308,968 compared to \$287,332 for June 2018. For the month of June revenues are down \$7,532 compared to June 2018.

With the unfavorable weather we received in June it is no surprise we are down for the month compared to last year. With yjr 4<sup>th</sup> of July holiday coming up, and Town events happening, and summer vacations getting into full swing staff remains confident we will hit budgeted amounts in the upcoming months.



Year-to-date through July is up 12.62% or \$78,125 compared to Y-T-D 2018. The actual year-to date dollar amount is \$697,059 compared to \$618,934 Y-T-D 2018.

Year-To-date through July is the highest recorded REIF collections for the Town in the last 10 years.

Staff remains bullish on the short-term Frisco economy and confident that 2019 year-end budgeted revenues will be met and/or exceeded.

<b>REIF REPORT - JULY 2018</b>		
<b>SELLER'S LAST NAME</b>	<b>BUYER'S LAST NAME AND ADDRESS</b>	<b>REIF AMOUNT</b>
DAHIYA	ROWLAND, 9 GRANITE STREET	5600.00
JOHNSON	WOLINETZ/PIEPER, 706 LITTLE CHIEF WAY	9675.00
SCHRAG/GIBBONS	GIBBONS, 216 PITKIN STREET #2	1935.00
STOUT/COOK ISLANDS	C&J TRUST SETTLEMENT, 1640 LAKEVIEW TERRACE UNIT D301	0.00
SIMMONS TRUST	BEND 89 LLC, 112 WINDFLOWER LANE	12250.00
BELL TRUST/BODMAN	BRITTI, 690 GOLD DUST DRIVE	10750.00
PASCUAL FAMILY TRUST	BOURGHOLTZER, 805 S 5TH AVE #112	3760.00
BARELA TRUST	CASADOS, 213 MOUNTAINSIDE B	0.00
MCREYNOLDS	MCREYNOLDS, 414 TELLER STREET UNIT A	0.00
LACE	HOWLAND, 35 HAWN DRIVE	8610.00
CLARK	BURROWS, 1503 POINT DR #C202	5150.00
RITTER	HONDA TRUST, 742 LAGOON DR #A	4480.00
MCGARRY	BISIAR, 742 LAGOON DR #D	4240.00
WELLS	WELLS LIVING TRUST, 1630 LAKEVIEW TERRACE UNIT 303C	0.00
BORSKI REVOCABLE TRUST	ANTOLEC DEIBERT, 714A MEADOW DRIVE	6830.00
CHAPMAN/ROYSER CLEVELAND	BELL TRUST, 163A WICHITA AVE	7750.00
ANTOLEC/DEIBERT	LOPEZ, 141D ALPINE DRIVE	6318.25
BUCKALEW	GRUBBS, 320 W MAIN ST #2	6350.00
DOWD LIVING TRUST	MASSELL, 904 MEADOW CREEK DRIVE UNIT 206	5490.00

MASSELL	JENKINS, 951 N TEN MILE DRIVE UNIT C11	4000.00
OLSON	ROBINSON/MCCORMICK, 415 GRANITE STREET UNIT 23	8500.00
DONOVAN	RICHMOND, 521 PITKIN STREET	4150.00
DILLON VIEW LLC	TCW INVESTMENTS, 60 E MAIN STREET UNIT B	2250.00
RISING FAMILY TRUST	OBRIEN, 749 LAGOON DR # 2E	4330.00
YOUNG	CREECH, 119 LUPINE LANE	13350.00

**\$135,768.25**



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

<u>Restaurants</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>Change in \$</u>	
January	123,808	138,059	140,750	156,201	166,537	6.62%	10336
February	122,488	133,274	137,809	149,301	159,138	6.59%	9837 #
March	144,212	151,570	165,067	172,194	180,804	5.00%	8610
April	74,813	88,629	80,381	92,165	97,559	<b>5.85%</b>	<b>5394</b>
May	60,260	70,262	79,434	87,404	91,509	<b>4.70%</b>	<b>4105</b>
June	98,021	119,444	136,345	135,401	118,707	<b>-12.33%</b>	<b>(16694)</b>
July	153,430	169,660	158,493	190,926	0		
August	141,945	167,364	159,088	159,691	0		
September	109,126	125,781	128,645	135,573	0		
October	90,225	84,887	89,351	93,044	0		
November	78,024	79,326	82,926	96,329	0		
December	130,367	138,261	141,064	170,659	0		
<b>Total</b>	<b>\$1,326,719</b>	<b>\$1,466,517</b>	<b>\$1,499,353</b>	<b>\$1,638,888</b>	<b>\$814,254</b>	<b>5.82%</b>	<b>21588</b>

<u>Hotels &amp; Inns</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	54,785	60,600	64,623	60,926	71,654	17.61%	10728
February	62,759	70,275	75,564	65,361	68,088	4.17%	2727
March	70,375	66,762	67,259	78,498	79,531	1.32%	1033
April	26,345	36,272	27,374	20,071	23,463	<b>16.90%</b>	<b>3392</b>
May	16,311	15,644	15,695	14,470	15,332	<b>5.96%</b>	<b>862</b>
June	37,136	33,721	34,961	37,018	25,219	<b>-31.87%</b>	<b>(11799)</b>
July	51,338	55,083	54,072	56,072	0		
August	46,645	45,372	46,517	52,877	0		
September	35,373	38,028	38,566	34,959	0		
October	20,487	22,071	21,741	21,835	0		
November	21,640	20,427	17,926	23,560	0		
December	63,676	59,899	54,167	77,427	0		
<b>Total</b>	<b>\$506,870</b>	<b>\$524,154</b>	<b>\$518,465</b>	<b>\$543,074</b>	<b>\$283,287</b>	<b>2.51%</b>	<b>6943</b>

<u>Vacation Rntl</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	20,546	30,646	25,276	46,147	59,020	27.90%	12873
February	22,195	23,104	32,150	39,981	51,600	29.06%	11619
March	68,814	80,560	97,491	111,099	130,694	17.64%	19595
April	9,400	11,939	11,480	17,470	16,021	<b>-8.29%</b>	<b>(1449)</b>
May	3,765	946	7,252	5,995	8,769	<b>46.27%</b>	<b>2774</b>
June	16,978	15,275	24,430	29,184	33,586	<b>15.08%</b>	<b>4402</b>
July	13,125	16,337	20,191	23,448	0		
August	9,918	12,902	14,905	19,450	0		
September	22,996	27,228	39,637	42,030	0		
October	1,916	7,170	12,026	14,501	0		
November	7,037	8,011	22,146	26,094	0		
December	45,672	58,489	73,342	87,032	0		
<b>Total</b>	<b>\$242,362</b>	<b>\$292,607</b>	<b>\$380,326</b>	<b>\$462,431</b>	<b>\$299,690</b>	<b>20.58%</b>	<b>49814</b>

<u>Grocery</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	140,246	153,153	170,886	177,768	189,175	6.42%	11407
February	137,865	148,305	165,669	173,670	188,245	8.39%	14575
March	144,155	154,072	181,072	197,143	201,316	2.12%	4173
April	112,876	119,076	142,933	130,291	136,680	<b>4.90%</b>	<b>6389</b>
May	76,414	84,800	101,259	109,421	110,733	<b>1.20%</b>	<b>1312</b>
June	92,284	106,376	119,132	147,908	143,189	<b>-3.19%</b>	<b>(4719)</b>
July	133,132	169,321	157,304	221,271	0		
August	207,378	228,754	272,161	173,636	0		
September	127,602	186,582	154,227	161,446	0		
October	103,790	102,128	106,158	110,704	0		
November	100,390	116,365	97,386	141,301	0		
December	150,928	159,419	259,177	208,191	0		
<b>Total</b>	<b>\$1,527,060</b>	<b>\$1,728,351</b>	<b>\$1,927,364</b>	<b>\$1,952,750</b>	<b>\$969,338</b>	<b>5.38%</b>	<b>33137</b>

<u>Retail -Gnrl</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	134,380	142,397	142,695	156,082	167,966	7.61%	11884
February	119,483	126,400	125,800	135,324	155,094	14.61%	19770
March	146,602	148,339	146,621	169,424	177,960	5.04%	8536
April	100,391	103,805	115,380	107,993	123,388	<b>14.26%</b>	<b>15395</b>
May	106,097	111,790	110,343	124,256	130,844	<b>5.30%</b>	<b>6588</b>
June	136,153	147,974	150,766	163,758	221,282	<b>35.13%</b>	<b>57524</b>
July	151,700	163,840	161,460	180,059	0		
August	140,918	149,761	149,692	166,988	0		

September	126,401	125,594	138,046	142,780	0		
October	136,545	127,889	119,127	134,034	0		
November	123,486	131,388	142,805	156,533	0		
December	189,409	184,112	198,047	224,095	0		
<b>Total</b>	<b>\$1,611,565</b>	<b>\$1,663,289</b>	<b>\$1,700,782</b>	<b>\$1,861,326</b>	<b>\$976,534</b>	<b>8.97%</b>	<b>119697</b>

<u>Arts/Crafts</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	940	648	318	163	254	55.83%	91
February	1,453	2,984	244	30	536	1686.67%	506
March	1,941	703	784	1,776	1,935	8.95%	159
April	1,061	665	3,478	56	445	<b>694.64%</b>	<b>389</b>
May	824	638	277	147	393	<b>167.35%</b>	<b>246</b>
June	1,466	1,296	633	611	1,028	<b>68.25%</b>	<b>417</b>
July	2,202	1,590	1,378	2,441	0		
August	3,616	6,859	5,595	5,767	0		
September	7,918	1,815	979	2,316	0		
October	1,787	218	410	388	0		
November	1,142	663	38	360	0		
December	2,565	1,412	1,814	2,208	0		
<b>Total</b>	<b>\$26,915</b>	<b>\$19,491</b>	<b>\$15,948</b>	<b>\$16,263</b>	<b>\$4,591</b>	<b>64.04%</b>	<b>1808</b>

<u>Automotive</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	30,373	37,268	34,626	28,339	28,807	1.65%	468
February	24,858	25,379	23,245	23,055	23,508	1.96%	453 ##
March	25,806	25,220	25,450	23,886	23,196	-2.89%	(690)
April	25,337	28,611	23,487	23,770	32,247	<b>35.66%</b>	<b>8477</b>
May	24,080	26,745	24,989	25,517	25,006	<b>-2.00%</b>	<b>(511)</b>
June	26,537	27,009	31,874	28,383	24,948	<b>-12.10%</b>	<b>(3435)</b>
July	34,525	30,145	32,522	31,531	0		
August	31,481	34,226	34,581	31,222	0		
September	28,013	31,170	27,669	27,763	0		
October	28,581	34,176	41,342	35,628	0		
November	36,699	33,763	32,893	31,984	0		
December	22,378	39,044	30,384	31,580	0		
<b>Total</b>	<b>\$338,668</b>	<b>\$372,756</b>	<b>\$363,062</b>	<b>\$342,658</b>	<b>\$157,712</b>	<b>6.58%</b>	<b>4762</b>

<u>Clothing</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	6,066	7,316	8,757	12,634	10,974	-13.14%	(1660)
February	7,887	10,476	11,819	9,995	12,340	23.46%	2345
March	11,828	11,576	16,478	14,832	17,297	16.62%	2465
April	4,588	8,145	5,047	8,061	7,389	<b>-8.34%</b>	<b>(672)</b>
May	5,346	6,956	11,026	10,686	8,576	<b>-19.75%</b>	<b>(2110)</b>
June	11,772	13,912	16,222	19,307	13,944	<b>-27.78%</b>	<b>(5363)</b>
July	16,546	21,339	22,573	20,945	0		
August	15,228	18,253	19,487	23,539	0		
September	15,760	17,476	20,336	23,046	0		
October	7,723	9,580	11,300	11,144	0		
November	6,602	6,236	8,621	8,977	0		
December	15,419	21,644	19,570	21,637	0		
<b>Total</b>	<b>\$124,765</b>	<b>\$152,909</b>	<b>\$171,236</b>	<b>\$184,803</b>	<b>\$70,520</b>	<b>0.65%</b>	<b>(4995)</b>

<u>Furnishings</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	16,791	20,878	22,719	29,351	34,680	18.16%	5329
February	18,231	20,521	19,223	26,323	21,639	-17.79%	(4684)
March	15,287	24,373	25,798	28,089	17,201	-38.76%	(10888)
April	12,560	19,930	12,315	12,818	20,581	<b>60.56%</b>	<b>7763</b>
May	16,083	20,545	20,607	18,783	17,500	<b>-6.83%</b>	<b>(1283)</b>
June	23,036	24,167	25,230	21,420	20,364	<b>-4.93%</b>	<b>(1056)</b>
July	25,180	25,821	39,353	31,991	0		
August	21,653	29,061	30,813	29,667	0		
September	23,616	29,937	46,867	30,132	0		
October	18,569	33,785	29,650	29,787	0		
November	23,175	27,183	29,019	27,263	0		
December	29,734	45,303	37,822	32,545	0		
<b>Total</b>	<b>\$243,915</b>	<b>\$321,504</b>	<b>\$339,416</b>	<b>\$318,169</b>	<b>\$131,965</b>	<b>-3.26%</b>	<b>(4819)</b>

<u>Gifts</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	9,042	7,808	6,637	11,369	8,090	-28.84%	(3279)
February	7,293	8,675	7,974	7,254	8,201	13.05%	947
March	11,627	11,213	11,591	11,813	11,806	-0.06%	(7)
April	5,190	6,519	6,878	6,567	6,739	<b>2.62%</b>	<b>172</b>
May	5,036	5,376	5,058	6,240	5,637	<b>-9.66%</b>	<b>(603)</b>

June	9,219	9,752	11,294	11,862	9,257	-21.96%	(2605)
July	14,397	15,760	13,126	15,028	0		
August	10,777	12,240	12,876	13,289	0		
September	10,816	13,345	11,731	12,889	0		
October	8,859	8,141	7,872	7,212	0		
November	6,270	8,045	7,408	6,632	0		
December	16,344	18,320	15,876	16,676	0		
<b>Total</b>	<b>\$114,870</b>	<b>\$125,194</b>	<b>\$118,321</b>	<b>\$126,831</b>	<b>\$49,730</b>	<b>-6.41%</b>	<b>(5375)</b>

<u>HomeImprove</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	20,378	18,844	22,471	19,894	40,997	106.08%	21103
February	14,208	20,598	1,091	44,950	27,399	-39.05%	(17551)
March	23,202	25,375	41,251	37,378	45,890	22.77%	8512
April	18,705	23,179	34,112	36,382	51,542	41.67%	15160
May	32,094	32,369	41,625	58,853	41,332	-29.77%	(17521)
June	43,476	55,720	63,439	74,330	77,847	4.73%	3517
July	37,552	40,048	45,246	63,318	0		
August	30,749	46,690	56,190	65,861	0		
September	56,080	45,570	67,264	69,828	0		
October	30,274	43,848	48,019	59,644	0		
November	29,620	37,462	38,337	41,359	0		
December	34,166	38,477	43,967	68,225	0		
<b>Total</b>	<b>\$370,504</b>	<b>\$428,180</b>	<b>\$503,012</b>	<b>\$640,022</b>	<b>\$285,007</b>	<b>4.91%</b>	<b>13220</b>

<u>Liquor</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	29,879	34,109	34,908	37,193	36,342	-2.29%	(851)
February	31,520	37,225	38,396	39,724	36,712	-7.58%	(3012)
March	30,811	36,457	38,847	42,443	43,026	1.37%	583
April	19,425	19,790	19,673	19,296	21,210	9.92%	1914
May	15,038	16,886	17,900	19,858	18,356	-7.56%	(1502)
June	21,180	25,571	26,991	29,682	23,072	-22.27%	(6610)
July	31,359	35,464	34,824	38,594	0		
August	25,425	29,872	23,802	33,933	0		
September	22,070	24,853	26,368	25,824	0		
October	17,541	18,987	18,851	20,009	0		
November	21,046	23,545	24,361	27,464	0		
December	41,152	43,585	46,989	50,544	0		
<b>Total</b>	<b>\$306,446</b>	<b>\$346,344</b>	<b>\$351,910</b>	<b>\$384,564</b>	<b>\$178,718</b>	<b>-1.81%</b>	<b>(9478)</b>

<u>Office</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	2,561	2,419	2,984	3,640	4,385	20.47%	745
February	2,850	2,471	3,231	2,799	3,480	24.33%	681
March	3,084	3,316	3,862	3,882	4,815	24.03%	933
April	3,132	2,244	2,453	3,248	2,861	-11.92%	(387)
May	1,958	2,400	3,104	3,188	3,407	6.87%	219
June	2,485	2,822	4,482	4,436	2,931	-33.93%	(1505)
July	2,225	2,824	3,302	3,446	0		
August	2,499	2,977	3,265	3,818	0		
September	3,427	4,314	4,539	4,089	0		
October	2,654	3,186	3,434	3,471	0		
November	2,396	3,102	3,364	3,296	0		
December	5,383	5,818	6,278	8,999	0		
<b>Total</b>	<b>\$34,654</b>	<b>\$37,893</b>	<b>\$44,298</b>	<b>\$48,312</b>	<b>\$21,879</b>	<b>13.08%</b>	<b>686</b>

<u>Health/Beauty</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	2,586	5,808	3,561	7,074	6,398	-9.56%	(676)
February	1,616	3,653	7,724	3,295	3,023	-8.25%	(272)
March	5,434	7,078	6,870	5,994	9,221	53.83%	3227
April	2,533	3,769	3,851	4,237	2,649	-37.48%	(1588)
May	2,875	3,572	3,680	3,077	2,802	-8.94%	(275)
June	5,122	5,849	6,018	6,437	6,091	-5.38%	(346)
July	2,532	3,547	3,744	3,916	0		
August	2,263	4,099	3,721	3,187	0		
September	7,258	6,144	5,453	8,540	0		
October	1,845	3,666	2,710	3,513	0		
November	1,882	3,552	2,826	2,621	0		
December	6,728	6,966	6,916	13,527	0		
<b>Total</b>	<b>\$42,674</b>	<b>\$57,703</b>	<b>\$57,074</b>	<b>\$65,418</b>	<b>\$30,184</b>	<b>-53.86%</b>	<b>70</b>

<u>Recreation</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	26,830	39,025	48,459	42,007	43,436	3.40%	1429
February	45,237	38,817	44,530	48,795	46,664	-4.37%	(2131)

March	53,634	50,045	53,565	59,541	63,482	6.62%	3941
April	15,578	16,752	20,888	16,770	18,809	<b>12.16%</b>	<b>2039</b>
May	11,669	19,650	14,608	12,596	8,282	<b>-34.25%</b>	<b>(4314)</b>
June	36,185	34,470	35,604	33,700	27,491	<b>-18.42%</b>	<b>(6209)</b>
July	22,065	28,445	42,432	29,948	0		
August	23,953	33,707	4,322	24,299	0		
September	27,795	23,680	22,731	25,031	0		
October	15,781	12,161	10,447	10,601	0		
November	21,554	18,903	17,648	23,479	0		
December	57,921	60,891	54,047	67,869	0		
<b>Total</b>	<b>\$358,202</b>	<b>\$376,546</b>	<b>\$369,281</b>	<b>\$394,636</b>	<b>\$208,164</b>	<b>-47.25%</b>	<b>(5245)</b>

<u>Utility</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	51,370	48,906	49,663	44,089	46,140	4.65%	2051
February	42,255	39,071	41,972	44,868	42,206	-5.93%	(2662)
March	41,961	40,585	42,460	39,552	41,395	4.66%	1843
April	33,246	34,472	34,060	34,859	34,161	<b>-2.00%</b>	<b>(698)</b>
May	29,498	28,371	29,576	29,875	27,340	<b>-8.49%</b>	<b>(2535)</b>
June	26,961	26,823	31,178	27,374	22,884	<b>-16.40%</b>	<b>(4490)</b>
July	27,369	16,705	34,970	26,360	0		
August	27,227	30,946	34,989	24,172	0		
September	25,370	27,369	18,689	26,115	0		
October	27,653	29,297	28,058	30,857	0		
November	26,771	37,326	31,353	27,416	0		
December	43,814	41,028	38,566	45,407	0		
<b>Total</b>	<b>\$403,495</b>	<b>\$400,899</b>	<b>\$415,534</b>	<b>\$400,944</b>	<b>\$214,126</b>	<b>-1.04%</b>	<b>(6491)</b>

<u>Marijuana</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	14,309	24,010	31,168	27,131	29,311	8.04%	2180
February	20,072	22,824	25,041	26,085	26,709	2.39%	624
March	15,930	25,726	28,648	29,899	29,390	-1.70%	(509)
April	15,011	15,819	16,147	16,065	17,315	<b>7.78%</b>	<b>1250</b>
May	9,480	10,559	11,489	12,648	13,022	<b>2.96%</b>	<b>374</b>
June	11,318	13,787	15,041	16,920	17,284	<b>2.15%</b>	<b>364</b>
July	17,586	19,387	18,086	17,930	0		
August	15,034	19,542	19,409	24,648	0		
September	12,761	15,544	16,677	16,074	0		
October	11,563	14,585	15,612	13,013	0		
November	10,236	8,481	14,784	13,171	0		
December	19,464	22,820	24,375	24,141	0		
<b>Total</b>	<b>\$172,764</b>	<b>\$213,084</b>	<b>\$236,477</b>	<b>\$237,725</b>	<b>\$133,031</b>	<b>3.50%</b>	<b>4283</b>

<u>Summary</u>	<u>2015*</u>	<u>2016*</u>	<u>2017*</u>	<u>2018</u>	<u>2018</u>		
January	670,581	771,894	810,501	860,008	944,166	9.79%	84158
February	662,198	734,052	761,482	840,810	874,582	4.02%	33772
March	798,773	862,970	953,114	1,027,443	1,078,959	5.01%	51516
April	465,180	539,616	559,937	550,119	613,059	<b>11.44%</b>	<b>62940</b>
May	407,348	457,509	497,922	543,014	528,840	<b>-2.61%</b>	<b>(14174)</b>
June	588,011	663,968	733,640	787,731	789,124	<b>0.18%</b>	<b>1393</b>
July	718,677	815,316	843,076	957,224	0		
August	741,675	872,625	891,413	856,044	0		
September	649,621	744,430	768,424	788,435	0		
October	514,230	555,775	566,108	599,385	0		
November	507,734	563,778	573,841	657,839	0		
December	855,656	945,488	1,052,401	1,150,762	0		
<b>Total</b>	<b>\$7,579,684</b>	<b>\$8,527,421</b>	<b>\$9,011,859</b>	<b>\$9,618,814</b>	<b>\$4,828,730</b>	<b>4.76%</b>	<b>219605</b>

YTD 2018 **\$3,278,380**  
YTD \$ Difference **\$1,550,350**  
YTD Change **47.29%**

\* 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

## 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 - JULY, 2019

### POLICE

		2019	2018
Property Stolen		\$12,852	\$25,489
Property Recovered		\$0	\$30,000
Animal Control			
Citations		1	2
Warnings		2	1
Bar Checks		3	12
Business Checks		94	638
Assists		7	37
Parking Citations		14	1
Traffic Citations		1	28
Traffic Warnings		25	109
Traffic Accidents		14	14
Public Streets	12		
Private Property	2		
Injuries	0		
Open Buildings		1	4
Alarms		1	9
Calls for service		526	733
Felony Arrests		0	7
Misdemeanor Arrests		5	8
DUI	3		
Domestic Violence	2		

### MUNICIPAL COURT

	2019	2018
Total number of citations issued for this court date	0	72
Total number of violators due in court	0	32
Total number of violators in court	0	8
Deferred to trial:	0	1
Received Deferred Sentences:	0	0
Dismissed:	0	1
Guilty Pleas:	0	0
Guilty to Amended Charges:	0	3
Guilty from Trial:	0	0
Continued to following month:	0	2
Dismissed Prior to Court	0	0
Handled by Mail		
W/in 20 days for Point Reduction:	0	8
Outside of 20 days:	0	32
No Shows		
Warrants Issued:	0	0
Hold placed on Drivers License:	0	11

\* No municipal court held due to Council Chambers renovation.

Ryan Smith is now in the Red Rocks Police Academy. He will graduate in early December. Ryan recently purchased a home in the Smith Ranch neighborhood in Silverthorne.

Esther Collins resigned her position as a police officer and moved into the second Community Service Officer position. These two positions are now filled.

Officers Luke Gardner and Gary Collins are out of the police officer training program and working solo.

Officers Gardner and Plaza attended a 40 hour training at Highlands Ranch entitled a Critical Incident Training. This training is centered around dealing with mental health incidents.

The Vigilant software for enforcing parking has been purchased and received, and we will be trained on the system on August 22, 2019. CSO Rushton has designed a warning ticket which we will use for approximately 6 to 8 weeks as we roll out the program.

THANK YOU  
CARD  
FROM THE  
SCHULZE'S

JUST A NOTE TO SAY THANK YOU  
TO THE FRISCO POLICE DEPT.  
AND SPECIFICALLY, ALSO A  
THANK YOU TO OFFICER THOMAS  
PLAZA. HE WAS BOTH PATIENT  
AND KIND, AS WELL AS PROFESSIONAL,  
WITH A TIRED OLD MARRIED  
COUPLE THAT WAS UP PAST ~~THEIR~~  
THEIR BEDTIME (AND PERHAPS NOT  
PAYING CLOSE ENOUGH ATTENTION  
TO THE POSTED SPEED LIMITS)  
WHEN DRIVING TO BRECKENRIDGE  
LATE ONE NIGHT BACK IN APRIL.  
WELL, WE'RE BACK IN SUMMIT  
COUNTY AND WE'VE BROUGHT A  
BAG OF TREATS IN GRATITUDE!  
ENJOY!

THANKS AGAIN!  
ERIC + FRANCES SCHULZE  
*Eric* Frankie  
LAKEWOOD, CO

**RECORD OF PROCEEDINGS  
MINUTES OF THE REGULAR MEETING  
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO  
AUGUST 13, 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  
Hunter Mortensen  
Deborah Shaner  
Gary Wilkinson

**Absent:** Rick Ihnken  
Melissa Sherburne

**Public Comment:**

There was no public comment.

**Council Comment:**

Mayor Wilkinson reminded the audience that the Marina ribbon cutting is Friday.

Council member Burley thanked Public Works for the no parking signs on the bike path.

**Consent Agenda:**

- Minutes July 23, 2019 Meeting
- Nicotine Tax Intergovernmental Agreement
- Renewal of ESRI GIS Intergovernmental Agreement with Town of Silverthorne and Town of Breckenridge

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED. SECOND, COUNCIL MEMBER BURLEY. 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>ABSENT</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**New Business:**

Agenda Item #1: Resolution 19-26, a Resolution Adopting the 2019 Frisco Community Plan  
STAFF: SUSAN LEE 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

Senior Planner Susan Lee stated that approval of Resolution 19-26, is the final step in the formal adoption process for the Community Plan Update. The update has encompassed a year-long, comprehensive, community-driven process to revise and rework the Community Plan document, which was last updated and adopted in 2011. Community outreach conducted over the past year involved extensive public outreach, including meetings, work sessions, and open houses to solicit input and guidance on the plan elements, policies, and implementation strategies. Mayor Wilkinson opened the public hearing at 7:09 p.m. Frisco Station HOA Board Member George Swentz spoke in support of the plan. There being no public comment, Mayor Wilkinson closed the public hearing at 7:14 p.m.

**MOTION: COUNCIL MEMBER FALLON MOVED TO APPROVE RESOLUTION 19-26, A RESOLUTION ADOPTING THE 2019 FRISCO COMMUNITY PLAN. 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>ABSENT</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

Agenda Item #2: Resolution 19-27, a Resolution of the Town of Frisco, Colorado, Residential Housing Restrictive Covenant and Notice of Lien. STAFF: NANCY KERRY 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

Council member Burley recused herself at this time.

Town Manager Nancy Kerry stated that at the June 11, 2019 Town Council work session, staff presented potential revisions to the Town of Frisco's Residential Housing Restrictive Covenant and Notice of Lien document. The purpose of the work session was to evaluate an alternative method for calculating permitted resale price. If determined to be appropriate by the Town Council, the Town's existing deed restrictions could be amended to adopt an alternative methodology for calculating the allowable maximum resale price, and the alternative methodology would be used in new deed restrictions for affordable workforce housing developments moving forward. Further modifications were proposed as clean-up items and also discussed to receive Town Council feedback. Goals of any modification to the deed restrictions are to keep the buyer's price in the same or similar affordable range as when the unit was previously purchased, allow the seller flexibility in price allowing for competition among sellers and encourage capital investment while also promoting upkeep and maintenance of the units. Any modifications approved will not be automatic changes to deed restrictions, property owners would be required to opt-in to the proposed new covenant. The proposed changes to the Restrictive Covenant do not affect the seller's affordability. The AMI designated in the existing covenant for a property will remain the same when determining the resale calculation. However, a buyer's affordability is proposed to be increased by up to twenty percent (20%) if after thirty (30) days, there is no proposed buyer who is employed within the Town of Frisco. Ms. Kerry stated that four additional changes have been suggested since the Council packet was created including language in Section 8.2 requiring a public listing on resale; clarifying language in Section 8.3.B(2) regarding the contract for sale of property; removal of "above the bid price" in Section 8.3.D; and language to include garages in the depreciation schedule. Mayor Wilkinson opened the public hearing at 7:50 p.m. Frisco resident Kate Berg suggested that Section 8.2



should be split into two reorganized sections; that twenty day priority is more standard than thirty day priority; that garages should be added to base price rather than depreciation; and that solar panels should be changed to state solar pv systems and other renewable energy technology. There being no further public comment, Mayor Wilkinson closed the public hearing at 8:06 p.m.

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO CONTINUE RESOLUTION 19-27, A RESOLUTION OF THE TOWN OF FRISCO, COLORADO, RESIDENTIAL HOUSING RESTRICTIVE COVENANT AND NOTICE OF LIEN TO A FUTURE MEETING. SECOND, COUNCIL MEMBER FALLON. VOTE:**

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

Agenda Item #3: First Reading Ordinance 19-14, an Ordinance Establishing a “Disposable Bag Fee”; Providing for the Payment and Collection of Such Fee; and Providing Other Details Related to the Disposable Bag Fee and, in Connection Therewith, Establishing a New Title for Chapter 124 of the Code of Ordinances of the Town of Frisco, Concerning Nuisances, and Re-Ordering the Provisions of Said Chapter STAFF: NANCY KERRY 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 Manager Nancy Kerry stated that this ordinance adopts a fee for use of disposable bags. During the Town Council Strategic Planning Workshop in April, Council created the Strategic Priority, Sustainable Environment. To meet this priority Council created the goal to reduce the amount of waste that the Town of Frisco produces with plans to adopt a disposable bag (both paper and plastic) fee ordinance. The disposable bag fee will address the environmental problems associated with disposable bags and to meet the Town Council’s goal of reducing waste. The Town Council intends that the requirements of this ordinance will assist in offsetting the costs associated with using disposable bags to pay for the mitigation, educational, replacement, and administrative efforts of the Town. The ordinance proposes a bag fee at \$0.10 (ten cents), which is a common fee. The ordinance also requires creation of “*Disposable bag fee public outreach plan*” to raise awareness and educate residents and visitors regarding the Disposable Bag Fee and requires informational sessions and communications with Retail Stores to explain the Disposable Bag Fee. The proposed January 1, 2020 implementation date provides retailers sufficient time for education, awareness and implementing processes. Council directed staff to increase fee to .25 (twenty-five cents); and revise the definition of disposable bag based on weight of recycled content. Mayor Wilkinson opened the public hearing at 8:15 p.m. Frisco resident Kate Berg supported this ordinance. There being no further public comment, Mayor Wilkinson closed the public hearing at 8:18 p.m.

**MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE ON FIRST READING ORDINANCE 19-14, AN ORDINANCE ESTABLISHING A “DISPOSABLE BAG FEE”; PROVIDING FOR THE PAYMENT AND COLLECTION OF SUCH FEE; AND PROVIDING OTHER DETAILS RELATED TO THE DISPOSABLE BAG FEE AND, IN CONNECTION THEREWITH, ESTABLISHING A NEW TITLE FOR CHAPTER 124 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING NUISANCES, AND RE-**

**ORDERING THE PROVISIONS OF SAID CHAPTER. 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>ABSENT</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**Old Business:**

Agenda Item #4: Second Reading Ordinance 19-13, an Ordinance Repealing Town of Frisco Ordinance No. 14-07, Which Ordinance Conditionally Vacated Use, as a Right-Of-Way, of a 0.441 Acre Portion of South Eighth Avenue STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Assistant Community Development Director Bill Gibson stated that the Town finds itself in an uncommon situation where a portion of the South 8<sup>th</sup> Avenue right-of-way was conditionally vacated by a prior ordinance for a development project that did not move forward. The conditions of that vacation ordinance were not met, and there is no indication that a new developer of the adjacent property intends to fulfill those conditions in the future. Mr. Gibson indicated this street right-of-way is now needed to facilitate the construction of a new state highway project for which the design details were not known or anticipated at the time the vacation ordinance was adopted. Mayor Wilkinson opened the public hearing at 8:19 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 8:20 p.m.

**MOTION: COUNCIL MEMBER FALLON MOVED TO APPROVE ON SECOND READING ORDINANCE 19-13, AN ORDINANCE REPEALING TOWN OF FRISCO ORDINANCE NO. 14-07, WHICH ORDINANCE CONDITIONALLY VACATED USE, AS A RIGHT-OF-WAY, OF A 0.441 ACRE PORTION OF SOUTH EIGHTH AVENUE. 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>ABSENT</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**Executive Session:**

Agenda Item #5: Executive Session Pursuant to C.R.S. 24-6-402(4) (a), Concerning the Purchase of Certain Real Property; (b), Conferences with an Attorney for the Town for the Purposes of Receiving Legal Advice on Specific Legal Questions; and (e), to Determine Positions Relative to Matters That May be Subject to Negotiations, and to Instruct Negotiators Concerning the Purchase of the Real Property Schedule # 1102499 & 6515233

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO ENTER INTO AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) A), CONCERNING THE PURCHASE OF CERTAIN REAL PROPERTY; (B), CONFERENCES WITH AN ATTORNEY FOR THE TOWN FOR THE PURPOSES OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS;**

**AND (E), TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, AND TO INSTRUCT NEGOTIATORS CONCERNING THE PURCHASE OF THE REAL PROPERTY SCHEDULE # 1102499 & 6515233. 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>ABSENT</b>	<b>WILKINSON</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**MOTION: COUNCIL MEMBER \_\_\_\_\_ MOVED TO EXIT AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) A), CONCERNING THE PURCHASE OF CERTAIN REAL PROPERTY; (B), CONFERENCES WITH AN ATTORNEY FOR THE TOWN FOR THE PURPOSES OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS; AND (E), TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, AND TO INSTRUCT NEGOTIATORS CONCERNING THE PURCHASE OF THE REAL PROPERTY SCHEDULE # 1102499 & 6515233. SECOND, COUNCIL MEMBER \_\_\_\_\_. 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>ABSENT</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 \_\_\_\_\_p.m.

Respectfully Submitted,

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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>728 CADETS INC.</b>							
125	728 CADETS INC.	PARADE WINN	Parade Winner 7/4/2019	07/05/2019	500.00	500.00	07/05/2019
Total 728 CADETS INC.:					500.00	500.00	
<b>A TO Z RECREATION</b>							
235	A TO Z RECREATION	2498-RETAINA	Retainage	06/03/2019	5,088.00	5,088.00	07/19/2019
Total A TO Z RECREATION:					5,088.00	5,088.00	
<b>AARON SERNA</b>							
248	AARON SERNA	6/26/2019	Reimburses Travel Expense	06/26/2019	94.54	94.54	07/05/2019
Total AARON SERNA:					94.54	94.54	
<b>ACORN PETROLEUM INC.</b>							
410	ACORN PETROLEUM INC.	000965514	Bill to Number 756501 - Shop	06/19/2019	500.00	500.00	07/05/2019
410	ACORN PETROLEUM INC.	000965709	Bill to Number 756501 - Shop	06/20/2019	2,494.80	2,494.80	07/05/2019
410	ACORN PETROLEUM INC.	000966515	Bill to Number 756501 - Shop	06/26/2019	2,005.00	2,005.00	07/05/2019
410	ACORN PETROLEUM INC.	000966873	Bill to Number 756501 - Marina	06/28/2019	2,368.00	2,368.00	07/05/2019
410	ACORN PETROLEUM INC.	000967725	Bill to Number 756501 - Marina	07/01/2019	1,154.40	1,154.40	07/19/2019
410	ACORN PETROLEUM INC.	000967741	Bill to Number 756501 - Shop	07/02/2019	907.20	907.20	07/19/2019
410	ACORN PETROLEUM INC.	000968830	Bill to Number 756501 - Marina	07/05/2019	1,332.00	1,332.00	07/19/2019
410	ACORN PETROLEUM INC.	000968854	Bill to Number 756501 - Marina	07/08/2019	1,551.04	1,551.04	07/19/2019
410	ACORN PETROLEUM INC.	000969063	Bill to Number 756501 - Shop	07/10/2019	287.28	287.28	07/19/2019
Total ACORN PETROLEUM INC.:					12,599.72	12,599.72	
<b>ADVOCATES FOR VICTIMS</b>							
520	ADVOCATES FOR VICTIMS	BBQ 2019	BBQ 2019 MOU	07/16/2019	8,500.00	8,500.00	07/19/2019
520	ADVOCATES FOR VICTIMS	BBQ 2019	BBQ 2019 Kicker	07/16/2019	1,850.00	1,850.00	07/19/2019
Total ADVOCATES FOR VICTIMS:					10,350.00	10,350.00	
<b>AFD PAVEMENT MARKING, LLC</b>							
530	AFD PAVEMENT MARKING, LLC	19006	Town of Frisco	06/24/2019	7,168.98	7,168.98	07/05/2019
Total AFD PAVEMENT MARKING, LLC:					7,168.98	7,168.98	
<b>AFLAC</b>							
550	AFLAC	501831	Account Number FH181	07/12/2019	127.27	127.27	07/19/2019
Total AFLAC:					127.27	127.27	
<b>ALAN PLUMMER ASSOCIATES, INC.</b>							
657	ALAN PLUMMER ASSOCIATES, I	44456	Project No: 4131-002-02	06/28/2019	1,953.00	1,953.00	07/19/2019
Total ALAN PLUMMER ASSOCIATES, INC.:					1,953.00	1,953.00	
<b>ALPINE SECURITY LLC</b>							
995	ALPINE SECURITY LLC	40021	BBQ Security	06/28/2019	4,530.00	4,530.00	07/05/2019
995	ALPINE SECURITY LLC	40106	July 4, 2019	07/15/2019	362.88	362.88	07/19/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ALPINE SECURITY LLC:					4,892.88	4,892.88	
<b>ALPINEECO</b>							
933	ALPINEECO	1278	Project: Big Dig Wetland Mitigatio	07/25/2019	8,510.05	8,510.05	07/26/2019
933	ALPINEECO	1378	Project: 06-060-139-001	06/13/2019	11,945.00	11,945.00	07/19/2019
Total ALPINEECO:					20,455.05	20,455.05	
<b>ALTUS TRAINING CENTER</b>							
1046	ALTUS TRAINING CENTER	PARADE WINN	Parade Winner 2019	07/05/2019	100.00	100.00	07/05/2019
Total ALTUS TRAINING CENTER:					100.00	100.00	
<b>ANDREW BATTLES</b>							
1375	ANDREW BATTLES	BBQ 2019	BBQ Vendor	07/01/2019	2,664.09	2,664.09	07/01/2019
Total ANDREW BATTLES:					2,664.09	2,664.09	
<b>ANNA TOMLINSON</b>							
1564	ANNA TOMLINSON	7/9/2019	Reimburse First Aid Class	07/09/2019	16.00	16.00	07/19/2019
Total ANNA TOMLINSON:					16.00	16.00	
<b>A-PEAK, INC.</b>							
1650	A-PEAK, INC.	14805	Asphalt Paving	05/31/2019	18,273.40	18,273.40	07/05/2019
Total A-PEAK, INC.:					18,273.40	18,273.40	
<b>B PUBLIC RELATIONS LLC</b>							
2192	B PUBLIC RELATIONS LLC	2568	Monthly Retainer PR	07/17/2019	3,000.00	3,000.00	07/19/2019
Total B PUBLIC RELATIONS LLC:					3,000.00	3,000.00	
<b>BENJAMIN SOVINE</b>							
2568	BENJAMIN SOVINE	07012019	Refund Overdeducted Emp. Housi	07/01/2019	875.00	875.00	07/01/2019
Total BENJAMIN SOVINE:					875.00	875.00	
<b>BIFF AMERICA INC.</b>							
2735	BIFF AMERICA INC.	6/27/2019	MC Firefighters Cookoff	06/27/2019	200.00	200.00	07/05/2019
Total BIFF AMERICA INC.:					200.00	200.00	
<b>BLAZE EBBINGHAUS</b>							
2983	BLAZE EBBINGHAUS	07/01/2019	PPE Reimbursement	07/01/2019	100.00	100.00	07/05/2019
Total BLAZE EBBINGHAUS:					100.00	100.00	
<b>BLOSSOM G. ABING</b>							
2985	BLOSSOM G. ABING	7/5/2019	Face Painting - Founders Day	07/05/2019	540.00	540.00	07/05/2019
Total BLOSSOM G. ABING:					540.00	540.00	
<b>BLUE RIVER HORSE SANCTUARY</b>							
3012	BLUE RIVER HORSE SANCTUA	PARADE WINN	Parade Winner 2019	07/05/2019	300.00	300.00	07/05/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BLUE RIVER HORSE SANCTUARY:					300.00	300.00	
<b>BONNIE D. MOINET</b>							
3210	BONNIE D. MOINET	ICMA LOAN #0	Refund ICMA 457 Loan #005	07/29/2019	925.49	925.49	07/29/2019
3210	BONNIE D. MOINET	JUNE 2019	Personal Cell Phone	07/19/2019	70.00	70.00	07/19/2019
3210	BONNIE D. MOINET	MAY 2019	Personal Cell Phone	07/05/2019	70.00	70.00	07/05/2019
Total BONNIE D. MOINET:					1,065.49	1,065.49	
<b>BOY SCOUT TROOP</b>							
3321	BOY SCOUT TROOP	PARADE WINN	Parade Winner 2019	07/05/2019	300.00	300.00	07/05/2019
Total BOY SCOUT TROOP:					300.00	300.00	
<b>C&amp;C PLUMBING AND MECHANICAL</b>							
4124	C&C PLUMBING AND MECHANICAL	6/28/2019	Refund Plumbing Permit Fee P-18	06/28/2019	1,670.63	1,670.63	07/05/2019
Total C&C PLUMBING AND MECHANICAL:					1,670.63	1,670.63	
<b>CARL STELLING</b>							
4316	CARL STELLING	B-16-0264 REF	Refund I.A. B-16-0264	07/02/2019	28,500.00	28,500.00	07/05/2019
Total CARL STELLING:					28,500.00	28,500.00	
<b>CARROLL ROLAND</b>							
4413	CARROLL ROLAND	6/24/2019	Refund Dry Storage - Prorated	06/24/2019	222.72	222.72	07/05/2019
Total CARROLL ROLAND:					222.72	222.72	
<b>CHRIS LEWIS</b>							
5115	CHRIS LEWIS	7/4/2019	Photobooth and Silent Disco	07/01/2019	1,250.00	1,250.00	07/03/2019
Total CHRIS LEWIS:					1,250.00	1,250.00	
<b>CHRISTOPHER M. LANDRY</b>							
5100	CHRISTOPHER M. LANDRY	2016	DJ MC and Sounds	06/18/2019	600.00	600.00	07/05/2019
Total CHRISTOPHER M. LANDRY:					600.00	600.00	
<b>CIRSA</b>							
5440	CIRSA	191022	Claim Number PC6007548-1	05/20/2019	457.50	457.50	07/19/2019
5440	CIRSA	191244	Quarterly Contribution	07/01/2019	39,490.02	39,490.02	07/05/2019
Total CIRSA:					39,947.52	39,947.52	
<b>CLARION ASSOCIATES</b>							
5602	CLARION ASSOCIATES	7839	Project 18027 - Frisco Community	06/12/2019	1,848.75	1,848.75	07/05/2019
Total CLARION ASSOCIATES:					1,848.75	1,848.75	
<b>CLICKSAFETY</b>							
5665	CLICKSAFETY	00024796	Customer ID: TOWN 80443	05/20/2019	3,875.00	3,875.00	07/05/2019
Total CLICKSAFETY:					3,875.00	3,875.00	
<b>CODEGEEK.NET</b>							
6707	CODEGEEK.NET	2019-795	Website Maintenance and Hosting	07/02/2019	11,250.00	11,250.00	07/05/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
6707	CODEGEEK.NET	2019-795	Website Maintenance and Hosting	07/02/2019	1,900.00	1,900.00	07/05/2019
Total CODEGEEK.NET:					13,150.00	13,150.00	
<b>COLDWELL BANKER</b>							
6717	COLDWELL BANKER	PARADE WINN	Parade Winner 2019	07/05/2019	300.00	300.00	07/05/2019
Total COLDWELL BANKER:					300.00	300.00	
<b>COLORADO ACTIVITY CENTERS</b>							
5760	COLORADO ACTIVITY CENTER	24044	Brochure Distribution	05/14/2019	2,675.00	2,675.00	07/05/2019
Total COLORADO ACTIVITY CENTERS:					2,675.00	2,675.00	
<b>COLORADO DEPARTMENT OF REVENUE</b>							
6110	COLORADO DEPARTMENT OF	2ND QTR 2019	2ND QTR SALES TAX - ACCT#0	07/03/2019	20,153.40	20,153.40	07/05/2019
6110	COLORADO DEPARTMENT OF	2ND QTR 2019	2ND QTR SALES TAX - ACCT#0	07/03/2019	674.85	674.85	07/05/2019
6110	COLORADO DEPARTMENT OF	2ND QTR 2019	2ND QTR SALES TAX - ACCT#0	07/03/2019	960.09	960.09	07/05/2019
6110	COLORADO DEPARTMENT OF	2ND QTR 2019	2ND QTR SALES TAX - ACCT#0	07/03/2019	143.15	143.15	07/05/2019
6110	COLORADO DEPARTMENT OF	2ND QTR 2019	2ND QTR SALES TAX - ACCT#0	07/03/2019	547.63	547.63	07/05/2019
6110	COLORADO DEPARTMENT OF	2ND QTR 2019	2ND QTR SALES TAX - ACCT#0	07/03/2019	131.81	131.81	07/05/2019
6110	COLORADO DEPARTMENT OF	2ND QTR 2019	2ND QTR SALES TAX - ACCT#0	07/03/2019	99.35	99.35	07/05/2019
Total COLORADO DEPARTMENT OF REVENUE:					22,710.28	22,710.28	
<b>COLORADO MOUNTAIN COLLEGE</b>							
6800	COLORADO MOUNTAIN COLLE	SID 0554851	Scholarship R.Lawson SID 05548	06/16/2019	1,000.00	1,000.00	07/05/2019
Total COLORADO MOUNTAIN COLLEGE:					1,000.00	1,000.00	
<b>COLORADO STATE UNIVERSITY</b>							
6600	COLORADO STATE UNIVERSIT	SID 832-309-0	Scholarship Zaqueo Easterly SID	06/11/2019	1,000.00	1,000.00	07/05/2019
Total COLORADO STATE UNIVERSITY:					1,000.00	1,000.00	
<b>COPPER MOUNTAIN RESORT</b>							
7335	COPPER MOUNTAIN RESORT	PARADE WINN	Parade Winner 2019	07/05/2019	200.00	200.00	07/05/2019
Total COPPER MOUNTAIN RESORT:					200.00	200.00	
<b>DEBORAH WOHLMUTH</b>							
8680	DEBORAH WOHLMUTH	7/25/2019	Reimburse Expense	07/25/2019	19.42	19.42	07/26/2019
Total DEBORAH WOHLMUTH:					19.42	19.42	
<b>DIANE MCBRIDE</b>							
9110	DIANE MCBRIDE	JUNE 2019	Reimburse Personal Cell Phone	07/12/2019	70.00	70.00	07/19/2019
Total DIANE MCBRIDE:					70.00	70.00	
<b>DIRECTPATH</b>							
9255	DIRECTPATH	AT43032	Town of Frisco	07/01/2019	243.20	243.20	07/05/2019
Total DIRECTPATH:					243.20	243.20	
<b>DIVERSIFIED UNDERGROUND INC.</b>							
9300	DIVERSIFIED UNDERGROUND I	20484	Town of Frisco	06/28/2019	4,000.00	4,000.00	07/19/2019
9300	DIVERSIFIED UNDERGROUND I	20485	Town of Frisco	06/28/2019	3,350.00	3,350.00	07/19/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
9300	DIVERSIFIED UNDERGROUND I	20506	Town of Frisco	06/30/2019	9,500.00	9,500.00	07/19/2019
Total DIVERSIFIED UNDERGROUND INC.:					16,850.00	16,850.00	
<b>DPC INDUSTRIES, INC.</b>							
9580	DPC INDUSTRIES, INC.	DE73000502-1	Customer No. 73171400	05/31/2019	130.00	130.00	07/19/2019
Total DPC INDUSTRIES, INC.:					130.00	130.00	
<b>EDGEWATER RESOURCES, LLC</b>							
9933	EDGEWATER RESOURCES, LL	1544	Project No: 18-61 FB Frisco Bay	07/11/2019	1,873.90	1,873.90	07/19/2019
Total EDGEWATER RESOURCES, LLC:					1,873.90	1,873.90	
<b>EMBRY-RIDDLE AERONAUTICAL UNIVERSITY</b>							
10165	EMBRY-RIDDLE AERONAUTICA	SID 2504261	Scholarship M.O'Connell SID:250	07/17/2019	1,000.00	.00	08/09/2019
Total EMBRY-RIDDLE AERONAUTICAL UNIVERSITY:					1,000.00	.00	
<b>EVAN HREVUS</b>							
10443	EVAN HREVUS	7/1/2019	Reimburse PPE	07/01/2019	69.96	69.96	07/05/2019
Total EVAN HREVUS:					69.96	69.96	
<b>FAMILY SUPPORT REGISTRY</b>							
10630	FAMILY SUPPORT REGISTRY	04577912 6/28/	Remittance Identifier 04577912	06/22/2019	262.80	262.80	07/05/2019
10630	FAMILY SUPPORT REGISTRY	04577912-7/12	Remittance Identifier 04577912	07/12/2019	262.80	262.80	07/19/2019
10630	FAMILY SUPPORT REGISTRY	07777691 6/28/	Remittance Identifier 07777691	06/22/2019	189.23	189.23	07/05/2019
10630	FAMILY SUPPORT REGISTRY	07777691-7/12	Remittance Identifier 07777691	07/12/2019	189.23	189.23	07/19/2019
Total FAMILY SUPPORT REGISTRY:					904.06	904.06	
<b>FANCIFUL FACES</b>							
10645	FANCIFUL FACES	7/4/2019	Town of Frisco - Face Painting	07/01/2019	1,380.00	1,380.00	07/03/2019
Total FANCIFUL FACES:					1,380.00	1,380.00	
<b>FREEDOM MAILING SERVICES INC.</b>							
11260	FREEDOM MAILING SERVICES I	36162	Water Delinquent Notice	06/19/2019	58.30	58.30	07/05/2019
11260	FREEDOM MAILING SERVICES I	36288	Town of Frisco	07/05/2019	23.06	23.06	07/19/2019
11260	FREEDOM MAILING SERVICES I	36288	Town of Frisco	07/05/2019	23.06	23.06	07/19/2019
11260	FREEDOM MAILING SERVICES I	36288	Town of Frisco	07/05/2019	870.12	870.12	07/19/2019
Total FREEDOM MAILING SERVICES INC.:					974.54	974.54	
<b>FRISCO SANITATION DISTRICT</b>							
11530	FRISCO SANITATION DISTRICT	10011000-7011	Account No. 10011000	07/01/2019	191.66	191.66	07/19/2019
11530	FRISCO SANITATION DISTRICT	10047000-7011	Account No. 10047000	07/01/2019	96.80	96.80	07/19/2019
11530	FRISCO SANITATION DISTRICT	10706000-7011	Account No. 10706000	07/01/2019	96.80	96.80	07/19/2019
11530	FRISCO SANITATION DISTRICT	10849000-7011	Account No. 10849000	07/01/2019	191.66	191.66	07/19/2019
11530	FRISCO SANITATION DISTRICT	10965000-7011	Account No. 10965000	07/01/2019	165.53	165.53	07/19/2019
11530	FRISCO SANITATION DISTRICT	11030000-7011	Account No. 11030000	07/01/2019	67.76	67.76	07/19/2019
11530	FRISCO SANITATION DISTRICT	11204000-7011	Account No. 11204000	07/01/2019	67.76	67.76	07/19/2019
11530	FRISCO SANITATION DISTRICT	11297000-7011	Account No. 11297000	07/01/2019	68.73	68.73	07/19/2019
11530	FRISCO SANITATION DISTRICT	11689000-7/1/2	Account No. 11689000	07/01/2019	96.80	96.80	07/05/2019
11530	FRISCO SANITATION DISTRICT	11998000-7011	Account No. 11998000	07/01/2019	872.17	872.17	07/19/2019
11530	FRISCO SANITATION DISTRICT	12104000-7011	Account No. 12104000	07/01/2019	135.52	135.52	07/19/2019
11530	FRISCO SANITATION DISTRICT	12105000-7011	Account No. 12105000	07/01/2019	193.60	193.60	07/19/2019



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
11530	FRISCO SANITATION DISTRICT	12106000-7011	Account No. 12106000	07/01/2019	271.04	271.04	07/19/2019
11530	FRISCO SANITATION DISTRICT	12109000-7011	Account No. 12109000	07/01/2019	135.52	135.52	07/19/2019
Total FRISCO SANITATION DISTRICT:					2,651.35	2,651.35	
<b>FRISCO THRIFT AND TREASURE</b>							
11554	FRISCO THRIFT AND TREASUR	DRA #345	Refund DRA #345	06/21/2019	800.00	800.00	07/05/2019
Total FRISCO THRIFT AND TREASURE:					800.00	800.00	
<b>G H DANIELS III &amp; ASSOC</b>							
11680	G H DANIELS III & ASSOC	44150-2	50% Final Payment for Flowers	06/18/2019	12,597.57	12,597.57	07/05/2019
Total G H DANIELS III & ASSOC:					12,597.57	12,597.57	
<b>GAIL ABING</b>							
11702	GAIL ABING	7/6/2019	Face Painting	07/02/2019	540.00	540.00	07/05/2019
Total GAIL ABING:					540.00	540.00	
<b>GARY ALBERT JOHNSON</b>							
11766	GARY ALBERT JOHNSON	7/6/2019	Frisco Founder's Day	07/01/2019	800.00	800.00	07/03/2019
Total GARY ALBERT JOHNSON:					800.00	800.00	
<b>GARY WILKINSON</b>							
11840	GARY WILKINSON	7/2/2019	Reimburse Expenses	07/02/2019	59.87	59.87	07/03/2019
Total GARY WILKINSON:					59.87	59.87	
<b>HANNAH MILLER</b>							
12844	HANNAH MILLER	7/9/2019	Day Lodge Deposit Refund	07/09/2019	350.00	350.00	07/19/2019
Total HANNAH MILLER:					350.00	350.00	
<b>HBL CONSULTING INC.</b>							
12970	HBL CONSULTING INC.	918	IT Services	07/01/2019	9,760.00	9,760.00	07/03/2019
Total HBL CONSULTING INC.:					9,760.00	9,760.00	
<b>HEALING FOLK FOOD LLC</b>							
12995	HEALING FOLK FOOD LLC	6/25/2019	Town of Frisco	06/25/2019	200.00	200.00	07/05/2019
Total HEALING FOLK FOOD LLC:					200.00	200.00	
<b>HIGH COUNTRY CONSERVATION CENTER</b>							
13150	HIGH COUNTRY CONSERVATIO	BBQ 2019	BBQ 2019 - MOU	07/16/2019	6,500.00	6,500.00	07/19/2019
13150	HIGH COUNTRY CONSERVATIO	BBQ 2019	BBQ 2019 - Kicker	07/16/2019	1,850.00	1,850.00	07/19/2019
Total HIGH COUNTRY CONSERVATION CENTER:					8,350.00	8,350.00	
<b>HIGH COUNTRY ICE</b>							
13235	HIGH COUNTRY ICE	646737	Ice - 4th of July	07/01/2019	512.50	512.50	07/03/2019
Total HIGH COUNTRY ICE:					512.50	512.50	
<b>HIGHER GROUND EARTHWORKS</b>							
13325	HIGHER GROUND EARTHWOR	0002346	Trail Construction	06/27/2019	16,697.50	16,697.50	07/19/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HIGHER GROUND EARTHWORKS:					16,697.50	16,697.50	
<b>HIGHSIDE BREWING</b>							
13337	HIGHSIDE BREWING	101	Frisco BBQ Challenge	06/25/2019	5,481.00	5,481.00	07/05/2019
Total HIGHSIDE BREWING:					5,481.00	5,481.00	
<b>ICONIX CLOTHING</b>							
13950	ICONIX CLOTHING	3113	Staff Uniforms	06/04/2019	585.00	585.00	07/19/2019
13950	ICONIX CLOTHING	3127	T-Shirts for Frisco Tri	07/03/2019	1,893.20	1,893.20	07/10/2019
Total ICONIX CLOTHING:					2,478.20	2,478.20	
<b>IMA INC. - BENEFITS DIVISION</b>							
13985	IMA INC. - BENEFITS DIVISION	1268	Account Number FRISCO0-01	06/04/2019	6,562.00	6,562.00	07/05/2019
Total IMA INC. - BENEFITS DIVISION:					6,562.00	6,562.00	
<b>IMMANUEL MISSIONS</b>							
15255	IMMANUEL MISSIONS	BBQ 2019	BBQ Vendor	07/01/2019	2,421.67	2,421.67	07/01/2019
15255	IMMANUEL MISSIONS	BBQ 2019 - C	BBQ Vendor - Non-Profit Add'l Pa	07/16/2019	732.33	732.33	07/19/2019
Total IMMANUEL MISSIONS:					3,154.00	3,154.00	
<b>JENISE JENSEN</b>							
15243	JENISE JENSEN	2019-1	Image Selection Run the Rockies	06/30/2019	375.00	375.00	07/05/2019
Total JENISE JENSEN:					375.00	375.00	
<b>JOE FASSEL</b>							
15707	JOE FASSEL	PARADE WINN	Parade Winner 2019	07/05/2019	100.00	100.00	07/05/2019
Total JOE FASSEL:					100.00	100.00	
<b>JOHN R BROKAW JR</b>							
16016	JOHN R BROKAW JR	0001	BBQ Emcee	06/26/2019	600.00	600.00	07/05/2019
Total JOHN R BROKAW JR:					600.00	600.00	
<b>KEATON SMITH</b>							
16801	KEATON SMITH	7/1/2019	Reimburse PPE	07/01/2019	100.00	100.00	07/05/2019
Total KEATON SMITH:					100.00	100.00	
<b>KELSEY MOORHOUSE</b>							
16878	KELSEY MOORHOUSE	MAY 2019	Cell Phone Reimbursement	06/24/2019	68.99	68.99	07/05/2019
Total KELSEY MOORHOUSE:					68.99	68.99	
<b>KELSEY MOORHOUSE*</b>							
16879	KELSEY MOORHOUSE*	EOM JUNE 20	Employee of the Month - Cash	07/02/2019	100.00	100.00	07/02/2019
Total KELSEY MOORHOUSE*:					100.00	100.00	
<b>KELSY MAXIE</b>							
16877	KELSY MAXIE	7/8/2019	Reimburse Expense	07/08/2019	42.24	42.24	07/19/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KELSY MAXIE:					42.24	42.24	
<b>KIDS HOUSE OF JOY</b>							
16555	KIDS HOUSE OF JOY	#1	Frisco 4th of July	07/01/2019	400.00	400.00	07/03/2019
Total KIDS HOUSE OF JOY:					400.00	400.00	
<b>KJM FLOOR STORE</b>							
17210	KJM FLOOR STORE	6725	Council Chambers IT Project	06/10/2019	8,225.75	8,225.75	07/19/2019
Total KJM FLOOR STORE:					8,225.75	8,225.75	
<b>KRONOS INCORPORATED</b>							
17405	KRONOS INCORPORATED	11473169	Bill To: 6089328	07/06/2019	674.10	674.10	07/19/2019
Total KRONOS INCORPORATED:					674.10	674.10	
<b>KUMAR &amp; ASSOCIATES INC.</b>							
17465	KUMAR & ASSOCIATES INC.	192828	Project No. 196-110.00	07/10/2019	7,950.00	7,950.00	07/19/2019
Total KUMAR & ASSOCIATES INC.:					7,950.00	7,950.00	
<b>LAND TITLE GUARANTEE COMPANY</b>							
17670	LAND TITLE GUARANTEE COM	BK-7411	Town of Frisco	07/12/2019	500.00	500.00	07/19/2019
17670	LAND TITLE GUARANTEE COM	BK-7415	Town of Frisco	07/16/2019	500.00	500.00	07/19/2019
Total LAND TITLE GUARANTEE COMPANY:					1,000.00	1,000.00	
<b>LAUGHING VALLEY RANCH LLC</b>							
17760	LAUGHING VALLEY RANCH LLC	190706	Founder's Day Burro Rides	07/06/2019	1,210.00	1,210.00	07/19/2019
17760	LAUGHING VALLEY RANCH LLC	PARADE WINN	Parade Winner 2019	07/05/2019	200.00	200.00	07/05/2019
Total LAUGHING VALLEY RANCH LLC:					1,410.00	1,410.00	
<b>LAURIE COWGILL</b>							
17867	LAURIE COWGILL	7/8/2019	Park Deposit Refund	07/08/2019	100.00	100.00	07/19/2019
Total LAURIE COWGILL:					100.00	100.00	
<b>LEADER'S EDGE CONSULTING INC.</b>							
17937	LEADER'S EDGE CONSULTING	2395	Leadership Workshop	06/24/2019	1,195.00	1,195.00	07/05/2019
Total LEADER'S EDGE CONSULTING INC.:					1,195.00	1,195.00	
<b>LEGALSHIELD</b>							
18055	LEGALSHIELD	06/15/2019	Group#: 0148095	06/15/2019	374.80	374.80	07/19/2019
Total LEGALSHIELD:					374.80	374.80	
<b>LIVELY TOURS AND TALKS LLC</b>							
18425	LIVELY TOURS AND TALKS LLC	932	Lecture Presenter	07/16/2019	275.00	275.00	07/19/2019
Total LIVELY TOURS AND TALKS LLC:					275.00	275.00	
<b>LOG CABIN CAFE</b>							
18470	LOG CABIN CAFE	BBQ 2019 SHS	BBQ Non-Profit Vendor	07/02/2019	3,744.00	3,744.00	07/02/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LOG CABIN CAFE:					3,744.00	3,744.00	
<b>LOGANSIMPSON</b>							
18475	LOGANSIMPSON	24614	Project No: 185512	06/28/2019	150.00	150.00	07/19/2019
Total LOGANSIMPSON:					150.00	150.00	
<b>MARGARET H. FAESSEN</b>							
18860	MARGARET H. FAESSEN	JUNE 2019	Personal Cell Phone Stipend	07/15/2019	35.00	35.00	07/19/2019
18860	MARGARET H. FAESSEN	MAY 2019	Personal Cell Phone Stipend	07/15/2019	35.00	35.00	07/19/2019
Total MARGARET H. FAESSEN:					70.00	70.00	
<b>MARLIN BUSINESS BANK</b>							
19087	MARLIN BUSINESS BANK	17154383	Account Number 1489058	07/10/2019	313.79	313.79	07/19/2019
19087	MARLIN BUSINESS BANK	17154383	Account Number 1489058	07/10/2019	1,796.87	1,796.87	07/19/2019
Total MARLIN BUSINESS BANK:					2,110.66	2,110.66	
<b>MARTIN / MARTIN CONSULTING ENGINEERS</b>							
19250	MARTIN / MARTIN CONSULTING	22677.C.01-12	Project 22677.c.01	06/20/2019	7,035.00	7,035.00	07/05/2019
19250	MARTIN / MARTIN CONSULTING	M17.1089-000	Project M17-.1089 FRISCO MARI	01/29/2019	13,690.00	13,690.00	07/05/2019
19250	MARTIN / MARTIN CONSULTING	M17.1089-000	Project M17-.1089 FRISCO MARI	03/28/2019	5,437.50	5,437.50	07/05/2019
Total MARTIN / MARTIN CONSULTING ENGINEERS:					26,162.50	26,162.50	
<b>MARY LORCH</b>							
19315	MARY LORCH	136406	Uniform Shirt Alterations	07/07/2019	60.00	60.00	07/19/2019
Total MARY LORCH:					60.00	60.00	
<b>MAVERICK SPORTS PROMOTIONS</b>							
19505	MAVERICK SPORTS PROMOTIO	1203	Timing for RTR and Bacon Burner	07/11/2019	2,800.00	2,800.00	07/19/2019
Total MAVERICK SPORTS PROMOTIONS:					2,800.00	2,800.00	
<b>MICHAELA FEELEY</b>							
19915	MICHAELA FEELEY	102-2019	Project: Colorado BBQ Challenge	07/17/2019	450.00	450.00	07/19/2019
Total MICHAELA FEELEY:					450.00	450.00	
<b>MIDDLE PARK WATER CONS DIST</b>							
20130	MIDDLE PARK WATER CONS DI	147	Stand By Water Service	05/21/2019	1,250.00	1,250.00	07/19/2019
20130	MIDDLE PARK WATER CONS DI	265	Stand By Water Service	05/21/2019	7,572.50	7,572.50	07/19/2019
Total MIDDLE PARK WATER CONS DIST:					8,822.50	8,822.50	
<b>MINDY ZABLOCKI</b>							
20307	MINDY ZABLOCKI	APRIL 2019	Personal Cell Phone Stipend	07/16/2019	70.00	70.00	07/19/2019
20307	MINDY ZABLOCKI	FEBRUARY 20	Personal Cell Phone Stipend	07/16/2019	70.00	70.00	07/19/2019
20307	MINDY ZABLOCKI	JANUARY 201	Personal Cell Phone Stipend	07/16/2019	70.00	70.00	07/19/2019
20307	MINDY ZABLOCKI	JUNE 2019	Personal Cell Phone Stipend	07/16/2019	70.00	70.00	07/19/2019
20307	MINDY ZABLOCKI	MARCH 2019	Personal Cell Phone Stipend	07/16/2019	70.00	70.00	07/19/2019
20307	MINDY ZABLOCKI	MAY 2019	Personal Cell Phone Stipend	07/16/2019	70.00	70.00	07/19/2019
Total MINDY ZABLOCKI:					420.00	420.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>MINES AND ASSOCIATES INC.</b>							
20308	MINES AND ASSOCIATES INC.	70119-21	Customer ID: FRISCO	07/01/2019	1,255.87	1,255.87	07/05/2019
Total MINES AND ASSOCIATES INC.:					1,255.87	1,255.87	
<b>MISHAN PILS</b>							
20325	MISHAN PILS	7/8/2019	Park Deposit Refund	07/08/2019	100.00	100.00	07/19/2019
Total MISHAN PILS:					100.00	100.00	
<b>MONTAGNE STUDIO</b>							
20495	MONTAGNE STUDIO	PARADE WINN	Parade Winner 2019	07/05/2019	200.00	200.00	07/05/2019
Total MONTAGNE STUDIO:					200.00	200.00	
<b>MOUNTAIN BEVERAGE COMPANY</b>							
20650	MOUNTAIN BEVERAGE COMPA	W-10300657	Customer Account 316	08/22/2018	830.75-	830.75-	07/05/2019
20650	MOUNTAIN BEVERAGE COMPA	W-1030584	Customer Account 316	06/19/2019	21,620.30	21,620.30	07/05/2019
20650	MOUNTAIN BEVERAGE COMPA	W-1035520	Customer Account 316	07/03/2019	1,608.05	1,608.05	07/19/2019
20650	MOUNTAIN BEVERAGE COMPA	W-8885392	Customer Account 316	06/19/2019	1,881.65	1,881.65	07/05/2019
Total MOUNTAIN BEVERAGE COMPANY:					24,279.25	24,279.25	
<b>MURRAY DAHL BEERY &amp; RENAUD LLP</b>							
20890	MURRAY DAHL BEERY & RENA	15389	Matter No. 59875.00000	06/30/2019	12,593.54	12,593.54	07/19/2019
20890	MURRAY DAHL BEERY & RENA	15390	Matter No. 59875.00010	06/30/2019	1,240.00	1,240.00	07/19/2019
20890	MURRAY DAHL BEERY & RENA	15391	Matter No. 59875.23640	06/30/2019	393.75	393.75	07/19/2019
20890	MURRAY DAHL BEERY & RENA	15392	Matter No. 59875.71000	06/30/2019	164.30	164.30	07/19/2019
Total MURRAY DAHL BEERY & RENAUD LLP:					14,391.59	14,391.59	
<b>MUSEUM STORE PRODUCTS</b>							
20897	MUSEUM STORE PRODUCTS	24548A	Museum Retail Inventory	07/11/2019	464.88	464.88	07/19/2019
Total MUSEUM STORE PRODUCTS:					464.88	464.88	
<b>MW GOLDEN CONSTRUCTORS</b>							
20925	MW GOLDEN CONSTRUCTORS	PROJECT 422	Pay App #1 PRA Office & Maint. B	04/30/2019	11,700.00	11,700.00	07/19/2019
20925	MW GOLDEN CONSTRUCTORS	PROJECT 422	Pay App #2 PRA Office & Maint. B	05/31/2019	22,739.00	22,739.00	07/19/2019
Total MW GOLDEN CONSTRUCTORS:					34,439.00	34,439.00	
<b>NORA GILBERTSON</b>							
21470	NORA GILBERTSON	7/1/2019	Reimburse Travel Expense	07/01/2019	98.02	98.02	07/05/2019
21470	NORA GILBERTSON	JUNE 2019	Personal Cell Phone Stipend	07/01/2019	70.00	70.00	07/05/2019
Total NORA GILBERTSON:					168.02	168.02	
<b>NORRIS DESIGN INC.</b>							
21520	NORRIS DESIGN INC.	01-50956	Project ID 0350-01-2009	04/30/2019	6,721.60	6,721.60	07/05/2019
21520	NORRIS DESIGN INC.	01-50959	Project ID 0350-01-0003	04/30/2019	6,838.26	6,838.26	07/19/2019
21520	NORRIS DESIGN INC.	01-51484	Project ID 0350-01-0009	05/31/2019	7,639.03	7,639.03	07/05/2019
21520	NORRIS DESIGN INC.	01-51485	Project ID 0350-01-0003	05/31/2019	460.55	460.55	07/19/2019
21520	NORRIS DESIGN INC.	01-52018	Project ID 0350-01-0009	06/30/2019	3,615.80	3,615.80	07/19/2019
21520	NORRIS DESIGN INC.	01-52019	Project ID 0350-01-0003	06/30/2019	1,371.51	1,371.51	07/19/2019
Total NORRIS DESIGN INC.:					26,646.75	26,646.75	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>NOTHING BUNDT CAKES</b>							
21629	NOTHING BUNDT CAKES	BBQ 2019-C	BBQ Vendor	07/12/2019	790.57	790.57	07/19/2019
Total NOTHING BUNDT CAKES:					790.57	790.57	
<b>NV5 INC.</b>							
21710	NV5 INC.	124359	Project No: 333119-0000202.00	05/14/2019	8,791.39	8,791.39	07/19/2019
21710	NV5 INC.	128148	Project No: 333119-0000202.00	06/23/2019	9,447.96	9,447.96	07/19/2019
21710	NV5 INC.	130042	Project No: 333119-0000208.00	07/11/2019	18,574.66	18,574.66	07/19/2019
Total NV5 INC.:					36,814.01	36,814.01	
<b>PASTPERFECT MUSEUM SOFTWARE</b>							
22260	PASTPERFECT MUSEUM SOFT	2019-35285	Customer#: 35285	06/14/2019	352.00	352.00	07/05/2019
Total PASTPERFECT MUSEUM SOFTWARE:					352.00	352.00	
<b>PEAK PERFORMANCES INC.</b>							
19980	PEAK PERFORMANCES INC.	1480	Music BBQ Challenge	07/16/2019	40,107.74	40,107.74	07/19/2019
19980	PEAK PERFORMANCES INC.	1480	Music Founder's Day	07/16/2019	400.00	400.00	07/19/2019
19980	PEAK PERFORMANCES INC.	1480	Music Marina Events	07/16/2019	1,000.00	1,000.00	07/19/2019
19980	PEAK PERFORMANCES INC.	1480	Music 4th of July	07/16/2019	29,200.00	29,200.00	07/19/2019
19980	PEAK PERFORMANCES INC.	1480	Music Bike to Work Day	07/16/2019	500.00	500.00	07/19/2019
Total PEAK PERFORMANCES INC.:					71,207.74	71,207.74	
<b>PEPPINO'S PIZZA AND SUBS</b>							
22730	PEPPINO'S PIZZA AND SUBS	MTN GOAT 20	Mountain Goats Pizza	06/18/2019	225.00	225.00	07/05/2019
22730	PEPPINO'S PIZZA AND SUBS	RTR/BB 2019	Run the Rockies/Bacon Burner	06/15/2019	1,843.50	1,843.50	07/05/2019
Total PEPPINO'S PIZZA AND SUBS:					2,068.50	2,068.50	
<b>PITNEY BOWES RESERVE ACCOUNT</b>							
23100	PITNEY BOWES RESERVE ACC	7/15/2019	Account 51218295	07/15/2019	1,500.00	1,500.00	07/19/2019
Total PITNEY BOWES RESERVE ACCOUNT:					1,500.00	1,500.00	
<b>PLAY-WELL TEKNOLOGIES</b>							
23135	PLAY-WELL TEKNOLOGIES	DB17842	LEGO Camp	06/26/2019	2,500.00	2,500.00	07/05/2019
Total PLAY-WELL TEKNOLOGIES:					2,500.00	2,500.00	
<b>POSTCORP.TV</b>							
23245	POSTCORP.TV	PCT07172019	Video Production	07/17/2019	2,975.00	2,975.00	07/19/2019
23245	POSTCORP.TV	PCT07172019	Drone Photography	07/17/2019	900.00	900.00	07/19/2019
Total POSTCORP.TV:					3,875.00	3,875.00	
<b>RAPTOR LLC</b>							
23925	RAPTOR LLC	7/9/2019	I.A. Refund	07/09/2019	1,476.00	1,476.00	07/19/2019
Total RAPTOR LLC:					1,476.00	1,476.00	
<b>ROBERT W. HANSEN</b>							
24955	ROBERT W. HANSEN	INV538	Frisco Founder's Day	06/26/2019	400.00	400.00	07/03/2019
Total ROBERT W. HANSEN:					400.00	400.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>ROCKY MOUNTAIN INSTRUMENTAL</b>							
25075	ROCKY MOUNTAIN INSTRUME	54157	RML #19-45286-A	06/28/2019	80.00	80.00	07/19/2019
Total ROCKY MOUNTAIN INSTRUMENTAL:					80.00	80.00	
<b>ROCKY MOUNTAIN RESERVE</b>							
25115	ROCKY MOUNTAIN RESERVE	2193592	FSA/HSA Administration	07/10/2019	286.00	286.00	07/19/2019
Total ROCKY MOUNTAIN RESERVE:					286.00	286.00	
<b>ROGER P. HADIX</b>							
25325	ROGER P. HADIX	416257	Frisco Historic Park - Lecture Fee	06/26/2019	200.00	200.00	07/05/2019
Total ROGER P. HADIX:					200.00	200.00	
<b>RRC ASSOCIATES LLC</b>							
25555	RRC ASSOCIATES LLC	19003	Frisco Parks	06/24/2019	6,800.00	6,800.00	07/19/2019
Total RRC ASSOCIATES LLC:					6,800.00	6,800.00	
<b>RUSSER HOBBIES</b>							
25655	RUSSER HOBBIES	6/12/2019	Weights for Zero Waste Tents	06/12/2019	595.00	595.00	07/19/2019
Total RUSSER HOBBIES:					595.00	595.00	
<b>SCHMIDT LAND SURVEYING INC.</b>							
26045	SCHMIDT LAND SURVEYING IN	4301	Project 1855 Frisco Marina	07/08/2019	325.00	325.00	07/19/2019
Total SCHMIDT LAND SURVEYING INC.:					325.00	325.00	
<b>SCHOFIELD EXCAVATION INC.</b>							
22249	SCHOFIELD EXCAVATION INC.	PROJECT 190	Project: 19006 Frisco Big Dig	06/25/2019	296,800.80	296,800.80	07/19/2019
Total SCHOFIELD EXCAVATION INC.:					296,800.80	296,800.80	
<b>SE GROUP</b>							
26205	SE GROUP	33727	Project No: 19044001	07/03/2019	6,496.45	6,496.45	07/19/2019
Total SE GROUP:					6,496.45	6,496.45	
<b>SHARICK WADE</b>							
26475	SHARICK WADE	7/6/2019	Frisco Founder's Day	07/01/2019	235.00	235.00	07/03/2019
Total SHARICK WADE:					235.00	235.00	
<b>SIGN LANGUAGE XL</b>							
26705	SIGN LANGUAGE XL	85845	Banners	06/25/2019	331.08	331.08	07/19/2019
26705	SIGN LANGUAGE XL	85909	Banners	06/26/2019	150.00	150.00	07/05/2019
26705	SIGN LANGUAGE XL	86093	Banners	07/05/2019	175.00	175.00	07/19/2019
Total SIGN LANGUAGE XL:					656.08	656.08	
<b>SILVERTHORNE STORM GYMNASTICS TEAM</b>							
26832	SILVERTHORNE STORM GYMN	PARADE WINN	Parade Winner 2019	07/05/2019	200.00	200.00	07/05/2019
Total SILVERTHORNE STORM GYMNASTICS TEAM:					200.00	200.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>SOUTHERN GLAZER'S OF CO</b>							
27175	SOUTHERN GLAZER'S OF CO	2012583	Customer # 16356	06/07/2019	5,494.50	5,494.50	07/24/2019
27175	SOUTHERN GLAZER'S OF CO	2021622	Customer # 16384	06/19/2019	243.96	243.96	07/24/2019
27175	SOUTHERN GLAZER'S OF CO	2027595	Customer # 16384	06/26/2019	214.12	214.12	07/24/2019
27175	SOUTHERN GLAZER'S OF CO	2034450	Customer # 16356	07/03/2019	1,187.48	1,187.48	07/05/2019
27175	SOUTHERN GLAZER'S OF CO	2034451	Customer # 16356	07/03/2019	358.30	358.30	07/05/2019
27175	SOUTHERN GLAZER'S OF CO	2050582	Customer # 16384	07/24/2019	155.27	155.27	07/26/2019
Total SOUTHERN GLAZER'S OF CO:					7,653.63	7,653.63	
<b>SQUEEZE DESIGNZ LLC</b>							
27325	SQUEEZE DESIGNZ LLC	1210	Graphic Design	07/01/2019	1,102.50	1,102.50	07/05/2019
Total SQUEEZE DESIGNZ LLC:					1,102.50	1,102.50	
<b>SUMMIT COMBINED HOUSING AUTHORITY</b>							
28080	SUMMIT COMBINED HOUSING	291	Clearing House and deed monitori	06/30/2019	1,470.00	1,470.00	07/19/2019
Total SUMMIT COMBINED HOUSING AUTHORITY:					1,470.00	1,470.00	
<b>SUMMIT COUNTY ANIMAL CONTROL</b>							
28140	SUMMIT COUNTY ANIMAL CON	2ND QUARTE	2nd Quarter 2019	06/18/2019	1,425.00	1,425.00	07/19/2019
28140	SUMMIT COUNTY ANIMAL CON	PARADE WINN	Parade Winner 2019	07/05/2019	100.00	100.00	07/05/2019
Total SUMMIT COUNTY ANIMAL CONTROL:					1,525.00	1,525.00	
<b>SUMMIT COUNTY CHAMBER OF COMMERCE</b>							
28180	SUMMIT COUNTY CHAMBER O	BBQ 2019	BBQ 2019 MOU	07/16/2019	2,500.00	2,500.00	07/19/2019
28180	SUMMIT COUNTY CHAMBER O	BBQ 2019	BBQ 2019 Kicker	07/16/2019	850.00	850.00	07/19/2019
28180	SUMMIT COUNTY CHAMBER O	BBQ 2019	BBQ 2019 Additional Sales	07/16/2019	8,416.49	8,416.49	07/19/2019
Total SUMMIT COUNTY CHAMBER OF COMMERCE:					11,766.49	11,766.49	
<b>SUMMIT COUNTY CLERK &amp; RECORDER</b>							
28200	SUMMIT COUNTY CLERK & RE	17732	Copies	07/01/2019	1.25	1.25	07/19/2019
Total SUMMIT COUNTY CLERK & RECORDER:					1.25	1.25	
<b>SUMMIT COUNTY GOVERNMENT</b>							
28320	SUMMIT COUNTY GOVERNMEN	190414	Lake Hill Impact Study	06/24/2019	28,087.38	28,087.38	07/19/2019
Total SUMMIT COUNTY GOVERNMENT:					28,087.38	28,087.38	
<b>SUMMIT COUNTY PRESCHOOL</b>							
28400	SUMMIT COUNTY PRESCHOOL	4TH OF JULY	Parade Marshals/Bike Rodeo	07/09/2019	192.00	192.00	07/19/2019
Total SUMMIT COUNTY PRESCHOOL:					192.00	192.00	
<b>SUMMIT COUNTY REPUBLICANS</b>							
28420	SUMMIT COUNTY REPUBLICAN	BBQ 2019	BBQ Non-Profit Vendor	07/02/2019	2.00	2.00	07/02/2019
Total SUMMIT COUNTY REPUBLICANS:					2.00	2.00	
<b>SUMMIT COUNTY RESTAURANT ASSOC.</b>							
28430	SUMMIT COUNTY RESTAURAN	BBQ 2019	BBQ Non-Profit Vendor	07/02/2019	4,421.00	4,421.00	07/02/2019
28430	SUMMIT COUNTY RESTAURAN	BBQ 2019 MO	BBQ 2019 MOU	07/16/2019	10,000.00	10,000.00	07/19/2019
28430	SUMMIT COUNTY RESTAURAN	BBQ 2019 MO	BBQ 2019 Kicker	07/16/2019	1,850.00	1,850.00	07/19/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SUMMIT COUNTY RESTAURANT ASSOC.:					16,271.00	16,271.00	
<b>SUMMIT COUNTY SENIORS INC.</b>							
29020	SUMMIT COUNTY SENIORS INC	BBQ 2019	BBQ Vendor	07/16/2019	9,965.00	9,965.00	07/19/2019
Total SUMMIT COUNTY SENIORS INC.:					9,965.00	9,965.00	
<b>SUMMIT COUNTY SHERIFFS OFFICE</b>							
28520	SUMMIT COUNTY SHERIFFS O	3557	Explorer Program Contribution	06/25/2019	1,000.00	1,000.00	07/19/2019
Total SUMMIT COUNTY SHERIFFS OFFICE:					1,000.00	1,000.00	
<b>SUMMIT COUNTY WASTE FACILITY</b>							
28570	SUMMIT COUNTY WASTE FACIL	02-00471481	Landfill Fees	06/12/2019	102.44	102.44	07/19/2019
28570	SUMMIT COUNTY WASTE FACIL	02-00472098	BBQ Recycling	06/17/2019	30.00	30.00	07/19/2019
Total SUMMIT COUNTY WASTE FACILITY:					132.44	132.44	
<b>SUMMIT COUNTY YOUTH &amp; FAMILY SERVICES</b>							
28590	SUMMIT COUNTY YOUTH & FA	BBQ 2019	BBQ 2019 MOU	07/16/2019	2,500.00	2,500.00	07/19/2019
28590	SUMMIT COUNTY YOUTH & FA	BBQ 2019	BBQ 2019 Kicker	07/16/2019	850.00	850.00	07/19/2019
28590	SUMMIT COUNTY YOUTH & FA	BBQ 2019	BBQ 2019 Additional Sales	07/16/2019	3,065.92	3,065.92	07/19/2019
Total SUMMIT COUNTY YOUTH & FAMILY SERVICES:					6,415.92	6,415.92	
<b>SUMMIT FIRE &amp; EMS</b>							
17600	SUMMIT FIRE & EMS	2019-RUN THE	Event Tent Inspection	07/29/2019	150.00	150.00	07/30/2019
Total SUMMIT FIRE & EMS:					150.00	150.00	
<b>SUMMIT NORDIC SKI CLUB</b>							
28940	SUMMIT NORDIC SKI CLUB	4TH OF JULY	4th of July Parade Marshall	07/05/2019	960.00	960.00	07/19/2019
Total SUMMIT NORDIC SKI CLUB:					960.00	960.00	
<b>SUN IMPRINTS LLC</b>							
29135	SUN IMPRINTS LLC	1931	Boomerang bags	06/25/2019	550.00	550.00	07/19/2019
Total SUN IMPRINTS LLC:					550.00	550.00	
<b>SUNNY SIDE UP STUDIO</b>							
29157	SUNNY SIDE UP STUDIO	7/5/2019	4th of July Art	07/05/2019	1,250.00	1,250.00	07/19/2019
Total SUNNY SIDE UP STUDIO:					1,250.00	1,250.00	
<b>TEAM SUMMIT COLORADO</b>							
29610	TEAM SUMMIT COLORADO	4TH OF JULY	4th of July Parade Marshals	07/09/2019	1,152.00	1,152.00	07/19/2019
Total TEAM SUMMIT COLORADO:					1,152.00	1,152.00	
<b>THE ISLAND GRILL INC.</b>							
29880	THE ISLAND GRILL INC.	7/14/2019	Triathlon Racer/Staff Meals	07/14/2019	2,464.00	2,464.00	07/19/2019
Total THE ISLAND GRILL INC.:					2,464.00	2,464.00	
<b>THE NEXT PAGE</b>							
29925	THE NEXT PAGE	PARADE WINN	Parade Winner 2019	07/05/2019	300.00	300.00	07/05/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total THE NEXT PAGE:					300.00	300.00	
<b>TIMBERLINE DISPOSAL LLC</b>							
30370	TIMBERLINE DISPOSAL LLC	0001860122	Customer ID 177227	07/01/2019	11,305.00	11,305.00	07/05/2019
30370	TIMBERLINE DISPOSAL LLC	0001860940	Customer ID 186383	07/01/2019	140.67	140.67	07/19/2019
Total TIMBERLINE DISPOSAL LLC:					11,445.67	11,445.67	
<b>TODD POWELL PHOTOGRAPHY</b>							
30580	TODD POWELL PHOTOGRAPHY	TOF-19-4	Assignment Photography	06/14/2019	1,125.00	1,125.00	07/05/2019
30580	TODD POWELL PHOTOGRAPHY	TOF-19-6	Assignment Photography	07/11/2019	975.00	975.00	07/19/2019
Total TODD POWELL PHOTOGRAPHY:					2,100.00	2,100.00	
<b>UNITED STATES AIR FORCE ACADEMY</b>							
31586	UNITED STATES AIR FORCE AC	SID: MAHIR52	Scholarship: M.Hirsh SID MAHIR5	06/21/2019	1,000.00	1,000.00	07/05/2019
Total UNITED STATES AIR FORCE ACADEMY:					1,000.00	1,000.00	
<b>UPPER CASE PRINTING, INK.</b>							
31800	UPPER CASE PRINTING, INK.	14628	Flood Hazard Flyer	07/03/2019	82.65	82.65	07/19/2019
31800	UPPER CASE PRINTING, INK.	14628	Water Rates Flyer	07/03/2019	449.50	449.50	07/19/2019
Total UPPER CASE PRINTING, INK.:					532.15	532.15	
<b>UTILITY NOTIFICATION CENTER CO</b>							
31930	UTILITY NOTIFICATION CENTE	219060443	Member ID: 30492	06/30/2019	166.14	166.14	07/19/2019
Total UTILITY NOTIFICATION CENTER CO:					166.14	166.14	
<b>VANESSA AGEE</b>							
32095	VANESSA AGEE	APRIL 2019	Personal Cell Phone Stipend	07/17/2019	70.00	70.00	07/19/2019
32095	VANESSA AGEE	FEBRUARY 20	Personal Cell Phone Stipend	07/17/2019	70.00	70.00	07/19/2019
32095	VANESSA AGEE	JANUARY 201	Personal Cell Phone Stipend	07/17/2019	70.00	70.00	07/19/2019
32095	VANESSA AGEE	JUNE 2019	Personal Cell Phone Stipend	07/17/2019	70.00	70.00	07/19/2019
32095	VANESSA AGEE	MARCH 2019	Personal Cell Phone Stipend	07/17/2019	70.00	70.00	07/19/2019
32095	VANESSA AGEE	MAY 2019	Personal Cell Phone Stipend	07/17/2019	70.00	70.00	07/19/2019
Total VANESSA AGEE:					420.00	420.00	
<b>VECTOR DISEASE CONTROL</b>							
32097	VECTOR DISEASE CONTROL	PI-A00005871	Customer ID FRISCO01	06/15/2019	1,581.58	1,581.58	07/05/2019
Total VECTOR DISEASE CONTROL:					1,581.58	1,581.58	
<b>WILLIAM D. LINFIELD PE</b>							
33095	WILLIAM D. LINFIELD PE	20	Engineering Consulting	06/03/2019	687.50	687.50	07/26/2019
33095	WILLIAM D. LINFIELD PE	20	Engineering Consulting	06/03/2019	165.00	165.00	07/26/2019
33095	WILLIAM D. LINFIELD PE	20	Engineering Consulting	06/03/2019	632.50	632.50	07/26/2019
33095	WILLIAM D. LINFIELD PE	20	Engineering Consulting	06/03/2019	357.50	357.50	07/26/2019
33095	WILLIAM D. LINFIELD PE	20	Engineering Consulting	06/03/2019	687.50	687.50	07/26/2019
33095	WILLIAM D. LINFIELD PE	20	Engineering Consulting	06/03/2019	247.50	247.50	07/26/2019
Total WILLIAM D. LINFIELD PE:					2,777.50	2,777.50	
<b>WOMEN OF THE SUMMIT</b>							
33260	WOMEN OF THE SUMMIT	BBQ 2019	BBQ 2019 MOU	07/16/2019	1,500.00	1,500.00	07/19/2019



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
33260	WOMEN OF THE SUMMIT	BBQ 2019	BBQ 2019 Kicker	07/16/2019	750.00	750.00	07/19/2019
Total WOMEN OF THE SUMMIT:					2,250.00	2,250.00	
<b>XCEL ENERGY</b>							
33380	XCEL ENERGY	644629413	Account 53-8074879-4	07/05/2019	75.73	75.73	07/19/2019
33380	XCEL ENERGY	644682595	Account 53-0011742393-0	07/05/2019	6.30	6.30	07/19/2019
33380	XCEL ENERGY	644702718	Account 53-0012487828-5	07/05/2019	19.06	19.06	07/19/2019
33380	XCEL ENERGY	644723894	Account 53-1235617-3	07/08/2019	81.47	81.47	07/19/2019
33380	XCEL ENERGY	644818212	Account 53-8074879-4	07/08/2019	85.87	85.87	07/19/2019
33380	XCEL ENERGY	645113267	Account 53-1000709-7	07/10/2019	308.53	308.53	07/19/2019
33380	XCEL ENERGY	844694487	Account 53-0012487832-1	07/05/2019	82.67	82.67	07/19/2019
Total XCEL ENERGY:					659.63	659.63	
<b>ZANE KING</b>							
33475	ZANE KING	2358	Balloon Artist	06/14/2019	920.00	920.00	07/03/2019
33475	ZANE KING	2359	Balloon Artist	06/15/2019	870.00	870.00	07/03/2019
33475	ZANE KING	2360	Balloon Artist	07/01/2019	820.00	820.00	07/03/2019
Total ZANE KING:					2,610.00	2,610.00	
Grand Totals:					1,025,459.72	1,024,459.7	

Dated: \_\_\_\_\_  
 Finance Director: \_\_\_\_\_  
 Dated: \_\_\_\_\_  
 Accountant: \_\_\_\_\_

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

Visa P-Card Statement 7-28-2019

Transaction Date	Supplier - Name	Tr Line Amount	GL Coding	Transaction - Description
07/01/2019	1872 Ced	\$14.68	40-4000-4275	PVC couplings for Water Treatment Plant
07/08/2019	Act Breckenridgearec	\$250.00	10-1150-4605	Fun Club Field Trip
07/24/2019	Adm/Shop Denver Museum	-\$50.00	10-1150-4605	Field Trip Refund
07/17/2019	Alq'air 99c9z9	\$411.00	10-1140-4233	Fraudulent Charge - will be refunded
07/17/2019	Alpinaire Healthcare	\$15.00	10-1160-4234	O2 Tank Rental and Maintenance for FAP First Aid Room
07/12/2019	Alsoo Inc.	\$296.82	10-1160-4477	Rujo/Rio Cleaning for FAP Day Lodge
07/12/2019	Alsoo Inc.	\$387.26	10-1133-4270	Uniforms
07/17/2019	Alsoo Inc.	\$160.30	10-1125-4477	Museum Floor Mats
07/24/2019	Amazon.Com'ma2323z1 Amzn	\$29.94	10-1125-4891	Books for Retail Research
07/16/2019	Amazon.Com'mh2138bn0 Amzn	\$7.02	20-2000-4102	Council Chambers remodel
07/13/2019	Amazon.Com'mh3cf9zh2	\$38.21	90-9000-4444	Rebar cutter
07/01/2019	Amzn Mktp Us	\$199.98	10-1121-4270	Tactical Police Lapel Headset Mic
07/01/2019	Amzn Mktp Us	\$102.68	10-1121-4270	Earphone Connection Tactical Ear Gadgets
07/01/2019	Amzn Mktp Us	\$113.28	10-1133-4205	Bin stock
07/01/2019	Amzn Mktp Us	\$132.83	10-1140-4804	Sumtime for stage
07/01/2019	Amzn Mktp Us	\$15.98	10-1150-4605	Security Camera Cord
07/01/2019	Amzn Mktp Us	\$15.98	10-1170-4409	Security Camera Cord
07/04/2019	Amzn Mktp Us	\$26.99	80-8000-4589	Irrigation remote batteries
07/10/2019	Amzn Mktp Us	\$11.36	20-2000-4102	Laminate filler
07/10/2019	Amzn Mktp Us	\$28.99	10-1150-4605	Activity Supplies
07/15/2019	Amzn Mktp Us	\$21.87	10-1133-4205	Walker mower parts
07/16/2019	Amzn Mktp Us	\$313.53	10-1132-4207	Shed thermostat
07/18/2019	Amzn Mktp Us	\$13.19	10-1111-4229	Tablecloth for Council Chambers
07/14/2019	Amzn Mktp Us	\$65.81	10-1160-4409	Recycling and Trash Signs
07/24/2019	Amzn Mktp Us	\$156.66	10-1110-4650	End of season appreciation supplies
07/25/2019	Amzn Mktp Us	\$13.19	10-1111-4229	Council Chamber Tablecloth
07/22/2019	Amznfreetime	\$2.99	10-1160-4221	Fraudulent Charge - will be refunded
07/11/2019	Ankmar/pace Door Servi	\$1,396.82	10-1132-4207	Wash bay door repair
07/24/2019	Anters Discount Liquor	\$97.43	10-1160-4225	Wine for Private Event at Day Lodge. Distributor Brought Incorrect Order
07/01/2019	App iTunes.Com/Bill	\$9.99	80-8000-4588	Event iTunes Subscription
07/22/2019	App iTunes.Com/Bill	\$5.09	10-1150-4605	Pandora Subscription
07/16/2019	Aria - Adv Sales	\$191.61	10-1114-4227	Conference - Lodging
07/13/2019	AT&T Bill Payment	\$541.16	10-1110-4203	Police Department Mobile Data Computer plans (2 months)
07/09/2019	Backcountry.Com	\$90.40	10-0060-2060	Re-order of tps purchase due to shipping error
07/16/2019	Bacalis Frisco	\$75.00	10-1118-4265	Media Visit Gift Cards
07/04/2019	Baymont Lake Dillon	\$95.00	10-1121-4233	Lodging for police officer for 4th of July overnight shift coverage
07/15/2019	Best Buy 00012245	\$37.84	80-8000-4588	Portable phone charger for events.
07/17/2019	Bookcoopercolorado	\$236.47	10-1150-4605	Fun Club Field Trip
07/22/2019	Breck Creative Arts	\$540.00	10-1150-4605	Fun Club Field Trip
07/02/2019	Breckenridge Building Cen	\$388.00	20-2000-4102	Council Chambers oak wood
07/02/2019	Breckenridge Building Cen	\$91.05	20-2000-4102	Council Chambers remodel
07/09/2019	Breckenridge Building Cen	\$397.75	20-2000-4102	Council Chambers oak wood
07/17/2019	Breckenridge Building Cen	\$198.78	20-2000-4102	Council Chambers remodel
07/25/2019	Breckenridge Building Cen	\$115.31	10-1132-4207	Window trim
07/24/2019	Breckenridge Lasergraphic	\$446.90	10-1110-4233	Envelopes
07/24/2019	Browns Hill Engineerin	\$436.80	40-4000-4250	Annual Water Treatment Plant calibration
07/09/2019	Bureau Of Recl-Finance	\$6,570.23	40-4000-4455	Special permit and lease agreement
07/11/2019	Carbonite Inc	\$17,394.00	10-1110-4704	Cloud back up 2 year support contract renewal
07/23/2019	Carquest 3948	\$16.54	90-9000-4444	Acetone for cleaning rails
07/23/2019	Carquest 3948	\$47.49	10-1133-4205	Gloves; Shop supplies
07/16/2019	Caselle	\$450.00	10-1114-4227	Conference Reaistration Fees
07/01/2019	Cdw Govt #swm3381	\$452.78	20-2000-4102	Council Chambers AV capital project - patch cables
07/12/2019	Cdw Govt #bnc9337	\$1,295.00	20-2000-4102	Council chambers av capital project - wireless access point
07/16/2019	Cdw Govt #bww124	\$531.05	20-2000-4102	Council chambers av capital project - patch panel
07/19/2019	Cdw Govt #b54621	\$248.72	10-1110-4704	APC backup
07/12/2019	Cellular Plus Silverthorn	\$54.99	40-4000-4203	Cell phone case
07/08/2019	Centurynk/Speedpay	\$1,717.72	10-1110-4203	TH phone lines
07/08/2019	Centurynk/Speedpay	\$487.94	40-4000-4203	WTP phone lines
07/08/2019	Centurynk/Speedpay	\$243.49	80-9000-4203	VIC phone lines
07/08/2019	Centurynk/Speedpay	\$396.16	90-9000-4203	Marina phone lines
07/08/2019	Centurynk/Speedpay	\$41.82	90-9000-4401	Marina utilities
07/08/2019	Centurynk/Speedpay	\$149.88	10-1110-4226	Website phone lines
07/11/2019	Centurynk/Speedpay	\$221.59	10-1110-4203	Long distance
06/28/2019	Ces 307	\$20.81	80-8000-4589	Meadow Creek Park outlet
07/18/2019	City Of Golden	\$243.00	10-1150-4605	Fun Club Field Trip
07/15/2019	City-Market #0420	\$5.69	10-1119-4306	Planning Commission Soft Drinks
07/09/2019	Cloud Cover Music	\$17.95	10-1125-4233	July Music Service
07/09/2019	Cloud Cover Music	\$17.95	80-8000-4233	July Music Service
07/22/2019	Club Lespri Llc	\$887.58	10-1115-4227	Conference - Lodging
07/22/2019	Club Lespri Llc	\$887.58	10-1111-4227	Conference - Lodging
07/08/2019	Co Motor Parts 0026866	\$12.99	10-1134-4270	Gloves
07/11/2019	Co Motor Parts 0026866	\$11.27	90-9000-4201	Rental boat fleet parts
07/19/2019	Co Motor Parts 0026866	\$12.08	90-9000-4201	Blade fuses for rental boat fleet.
06/27/2019	Coe Pirates Cove 1	\$342.00	10-1150-4605	Fun Club Field Trip
07/15/2019	Colorado Analytical	\$30.00	40-4000-4250	Water testing
07/15/2019	Colorado Analytical	\$30.00	40-4000-4250	Water testing
07/24/2019	Colorado Analytical	\$240.00	40-4000-4250	Water testing
07/08/2019	Colorado Ltap	\$100.00	10-1131-4227	Road Scholar classes
07/08/2019	Colorado Ltap	\$100.00	10-1131-4227	Road Scholar class
07/08/2019	Colorado Ltap	\$100.00	10-1131-4227	Road Scholar class
07/05/2019	Colorado Mtn News Media A	\$48.99	10-1119-4265	PC Noticino 6/20/19 and 7/4/19
07/10/2019	Colorado Mtn News Media A	\$11,337.28	10-1118-4265	Digital Advertising: BBQ, general summer. Bike to Work Day. Concerts in the Park
07/10/2019	Colorado Mtn News Media A	\$2,444.40	10-1150-4265	Run the Rockies Road Race, Bacon Burner and Mountain Goat Kids' trail running races
07/10/2019	Colorado Mtn News Media A	\$1,711.08	10-1125-4265	Historic Park lectures and Bill's Ranch tour
07/10/2019	Colorado Mtn News Media A	\$488.88	10-1160-4265	Skate Park grand opening

07/19/2019	Colorado Min News Media A	\$274.40	10-1131-4265	Street ads
07/19/2019	Colorado Min News Media A	\$361.53	10-1115-4265	Legal notices
07/01/2019	Colorado Tents & Events	\$473.00	10-1140-4804	Adirondack chairs for additional events seating
07/01/2019	Colorado Tents & Events	-\$37.80	10-1140-4804	Credit - overcharged by 1 chair
06/28/2019	Columbia Potltes For The	\$4,000.00	90-9000-4477	Marina Toilet Trailer
07/13/2019	Comcast Cable Comm	\$755.28	90-9000-4203	Marina cable
07/13/2019	Comcast Cable Comm	\$286.10	80-8000-4203	VIC cable
07/13/2019	Comcast Cable Comm	\$2,107.60	10-1110-4203	All other cable
07/17/2019	Copy Copy North Summit	\$8.13	80-8000-4588	Disc Golf sign
07/06/2019	Craigslist Onq	\$15.00	10-1110-4265	Recruiting efforts
07/25/2019	Crowder Suvolv Co	\$103.95	10-1131-4403	Pavement breakers
07/16/2019	Customink Llc	\$499.16	10-1130-3222	Crew t-shirts
07/16/2019	Customink Llc	\$555.36	10-1130-3222	Crew t-shirts
07/16/2019	Customink Llc	\$17.04	10-1130-3222	Crew t-shirts
07/17/2019	Customink Llc	\$15.15	10-1130-3222	Crew t-shirts
07/17/2019	Customink Llc	-\$131.25	10-1130-3222	Crew t-shirts
07/24/2019	Ovent" Colorado Gfoa	\$30.00	10-1114-4227	CGFOA - Tax Workshop
07/09/2019	Dana Keener Companwhda	\$1,011.12	40-4000-4444	Valve boxes: Water meters
07/09/2019	Dana Keener Companwhda	\$5,142.05	40-4000-4425	Valve boxes: Water meters
07/12/2019	Denver Post Circulation	\$11.99	10-1115-4210	Denver Post subscription
07/04/2019	Discountsch 8006272829	\$32.17	10-1150-4605	Camp Activity Supplies
07/15/2019	Discountsch 8006272829	\$3.08	10-1150-4605	Activity Supplies
07/01/2019	Dnh*godaddy.Com	\$16.94	10-1118-4655	Domain renewal FRISCOMAYORSCLUP.COM
07/24/2019	Doq Waste Depot	\$666.06	10-1131-4403	Mutt-mits
07/07/2019	Dropbox*21yeh7ytk	\$11.99	20-2000-5079	Dropbox for Community Plan
06/30/2019	Eb 2019 Colorado Gove	\$315.00	80-8000-4227	Conference registration fees
06/30/2019	Eb 2019 Colorado Gove	\$315.00	80-8000-4227	Conference registration fees
07/23/2019	Eb Mountain Towns 203	\$800.55	10-1115-4227	Conference registration fees
07/23/2019	Eb Mountain Towns 203	\$800.55	10-1115-4227	Conference registration fees
07/17/2019	Ecoomobli 48225817	\$7.57	10-1150-4605	Firewood - Fun Club activity
06/30/2019	Facebk L7w96a52	\$86.29	10-1150-4265	Promoted posts Mountain Goat Kids' trail running races
06/28/2019	Fastenal Company 0'tcosiv	\$5,826.85	90-9000-4444	Anchors
06/28/2019	Fastenal Company 0'tcosiv	\$59.96	10-1133-4205	Bin stock
07/02/2019	Fastenal Company 0'tcosiv	\$496.39	90-9000-4444	Anchors
07/02/2019	Fastenal Company 0'tcosiv	\$113.56	10-1133-4205	Bin stock
07/03/2019	Fastenal Company 0'tcosiv	\$47.45	10-1133-4205	Bin stock
07/03/2019	Fastenal Company 0'tcosiv	-\$38.34	10-1133-4205	Credit Voucher
07/09/2019	Fastenal Company 0'tcosiv	\$47.45	10-1133-4205	Bin stock
07/09/2019	Fastenal Company 0'tcosiv	-\$1,211.00	90-9000-4444	Credit Voucher
07/10/2019	Fastenal Company 0'tcosiv	\$47.45	10-1133-4205	Bin stock
07/18/2019	Fedex	\$4.99	10-1140-4804	Return 4th of July Supplies Packaging
07/02/2019	Ferrelas L P	\$583.13	90-9000-4401	Tent Gas
07/15/2019	Forestry Suppliers Inc	\$156.78	10-1170-4221	Hand tools for volunteer trail building events.
06/28/2019	Frisco Inn On Galena Stre	-\$26.98	10-1118-4590	Credit for media host overcharge
07/02/2019	Galls	\$1,761.08	10-1121-4270	Police - staff uniforms
07/25/2019	George T Sanders 02	\$191.82	10-1132-4207	Marina replacement toilet
07/10/2019	Geowater Services	\$150.00	40-4000-4250	Water testing
07/12/2019	Gokeyless	\$970.69	90-9000-4895	Key pad locks for 2 new dock gates
07/15/2019	Government Finance Offic	\$250.00	10-1110-4250	GFOA Document Award Submittal Fee
07/02/2019	Grainoer	\$53.91	90-9000-4444	Drill bit for Marina project
07/05/2019	Grainoer	-\$8.94	10-1131-4403	Credit Voucher
07/25/2019	Grainoer	\$28.92	10-1131-4403	Marking paint
06/26/2019	Greco's Pastaria	\$75.00	10-1118-4265	Media Visit Gift Cards
06/28/2019	Gsi Outdoors	\$350.00	80-8000-4588	Triathlon racer gifts
07/05/2019	Havn Enterprises Llc	\$8,423.05	90-9000-4444	Cable and fittings for new guard rail
07/19/2019	Hilton Fort Collins	\$418.00	80-8000-4227	CO Leadershio Prooram Lodoino
07/19/2019	Hotel*frontier	\$162.49	10-1140-4233	Fraudulent Charge - will be refunded
07/02/2019	Identoo - Co Fingerprint	\$49.50	10-1110-4250	Staff background check
07/20/2019	In *aloe Care Internation	\$712.26	90-0090-1651	Marina sun screen for retail supply
07/07/2019	In *backcountry Nutrition	\$145.05	90-0090-1651	Marina retail supply - Four Points Energy Bars
07/11/2019	In *bio Plant Technologie	\$500.00	10-1140-4869	Grease Recycling - BBQ Challenge
07/10/2019	In *core Publishing - Den	\$2,400.00	10-1118-4265	General summer advertising
07/03/2019	In *nikki Larochele Desi	\$382.50	80-8000-4588	Event graphic design work.
07/23/2019	In *rocky Mountain Coffee	\$43.75	10-1110-4233	Coffee for staff kitchens
07/25/2019	In *tm Sales Inc.	\$170.00	10-1132-4227	Boiler seminar
07/23/2019	In *tom Reagan	\$130.00	90-9000-4227	Staff food handling certification
07/01/2019	Indeed	\$128.34	10-1121-4210	Recruiting efforts
07/01/2019	Indeed	\$377.16	10-1110-4265	Recruiting efforts
07/02/2019	Innermountain Distributin	\$387.58	90-0090-1651	Marina Retail Food
07/16/2019	Innermountain Distributin	\$435.72	90-0090-1651	Marina Retail Food
07/24/2019	J & S Contractors Supply	\$1,736.00	10-1131-4403	Sign posts
07/02/2019	Kaseya US Sales 1	\$1,166.99	10-1110-4704	Network monitoring and security
07/12/2019	Krytal Broadcasting Inc	\$1,216.00	10-1118-4265	BBQ radio advertising
07/19/2019	Kubat Equipment And Serv	\$871.54	90-9000-4205	Vehicle service
07/19/2019	Kubat Equipment And Serv	\$1,871.04	10-1133-4250	Vehicle service
07/09/2019	Kum & Go #948	\$15.40	10-1134-4260	Fuel for Mowers
07/11/2019	Loaf N Jug #0048	\$7.77	10-1140-4827	Ice Concert in the Park 7/11/2019

07/11/2019	Loaf N Jug #0048	\$12.95	10-1140-4827	ice - 10 bags - concert in the park
07/11/2019	Loaf N Jug #0048	\$25.90	10-1140-4827	ice - 10 bags - concert in the park
07/11/2019	Loaf N Jug #0048	\$7.77	10-1140-4827	ice - 3 bags concert in the park
07/18/2019	Loaf N Jug #0048	\$7.77	10-1140-4827	ice - Concert in the Park 7/18
07/18/2019	Loaf N Jug #0048	\$10.36	10-1140-4827	ice - 4 bags - Concert in the Park
07/18/2019	Loaf N Jug #0048	\$25.90	10-1140-4827	ice - 10 bags - Concert in the Park
07/18/2019	Loaf N Jug #0048	\$15.54	10-1140-4827	ice - 4 bags - Concerts in the Park
07/25/2019	Loaf N Jug #0048	\$10.36	10-1140-4827	ice - Concert in the Park 7/25
07/25/2019	Loaf N Jug #0048	\$25.90	10-1140-4827	ice - 10 bags - Concert in the Park
07/25/2019	Loaf N Jug #0048	\$10.36	10-1140-4827	ice - 4 bags - Concert in the Park
07/03/2019	Loa Cabin Cafe	\$99.98	10-1140-4804	Breakfast for Special Events Team
07/10/2019	Loa Cabin Cafe	\$47.49	10-1119-4588	Builders Focus Group Meeting
07/23/2019	Loa Cabin Cafe	\$5.61	40-4000-4227	Breakfast meeting
07/11/2019	Loves #00907	\$65.00	10-1140-4868	New measuring wheels for BBQ
07/11/2019	Loves #00907	\$65.01	10-1140-4868	New measuring wheels for BBQ
06/28/2019	Loves #03206	\$215.78	20-2000-4102	Council Chambers remodel
06/28/2019	Loves #03206	\$138.94	10-1133-4205	Welding supplies
06/28/2019	Loves #03206	\$13.77	80-8000-4589	irrigation supplies
07/01/2019	Loves #03206	\$3.28	10-1140-4261	Pack of 30" grommet refill pieces - to make or fix grommets on banners
07/01/2019	Loves #03206	\$6.98	80-8000-4589	Drinking fountain parts
07/02/2019	Loves #03206	\$172.33	20-2000-4102	Council Chambers remodel
07/02/2019	Loves #03206	\$128.00	90-9000-4201	Pop up sun shade for boat ramp staff
07/03/2019	Loves #03206	\$88.86	20-2000-4102	Town Hall remodel
07/04/2019	Loves #03206	\$27.07	10-1121-4233	Regulator for orill
07/05/2019	Loves #03206	\$171.96	20-2000-4102	Council Chambers remodel
07/09/2019	Loves #03206	\$103.54	20-2000-4102	Council Chambers remodel
07/09/2019	Loves #03206	\$50.86	80-8000-4588	Disc Golf remodel
07/10/2019	Loves #03206	\$118.39	10-1132-4207	Council Chambers remodel
07/10/2019	Loves #03206	\$26.95	90-9000-4895	Parts for installation of Public Paddle Dock
07/10/2019	Loves #03206	\$198.42	10-1150-4607	Pickleball storage box
07/10/2019	Loves #03206	\$6.98	10-1121-4233	Rubber matlet for CSO
07/15/2019	Loves #03206	\$24.76	10-1125-4207	Supplies to reroute electric outlet in Bailey House
07/15/2019	Loves #03206	\$42.17	10-1132-4207	Maintenance stock
07/16/2019	Loves #03206	\$38.57	20-2000-5069	Wood chips
07/17/2019	Loves #03206	\$81.96	90-9000-4201	Marina supplies
07/18/2019	Loves #03206	\$146.78	20-2000-4102	Council Chambers remodel
07/18/2019	Loves #03206	\$260.82	80-8000-4589	Landscape supplies
07/18/2019	Loves #03206	\$11.96	40-4000-4201	Spray paint for utility locates
07/18/2019	Loves #03206	\$11.93	10-1131-4403	Circuit breaker
07/19/2019	Loves #03206	\$71.50	20-2000-4102	Council Chambers remodel
07/22/2019	Loves #03206	\$129.64	10-1160-4411	Shop neoprene
07/23/2019	Loves #03206	\$178.34	10-1132-4207	Employee housing repairs
07/23/2019	Loves #03206	\$53.98	40-4000-4260	Driver set for Well #7
07/24/2019	Loves #03206	\$26.32	80-8000-4589	Irrigation supplies
07/25/2019	Loves #03206	\$17.56	10-1132-4207	Marina toilet repair
07/25/2019	Loves #03206	\$24.80	90-9000-4444	Drill bits
06/28/2019	Michaels #9490	\$44.29	10-1140-4804	Sidewalk Chalk to put out on closed street during 4th of July
07/16/2019	Microsoft*answer Desk	\$499.00	10-1110-4704	Server email issues support call
07/19/2019	Midwest Sign Screen Corp	\$305.25	10-1131-4403	Sign shop supplies
07/25/2019	Midwest Sign Screen Corp	\$233.00	10-1131-4403	Walk your Wheels sign material
07/15/2019	Modextil	\$790.95	90-0090-1651	Save the Duck Coats
07/25/2019	Motorcityreman	\$109.96	90-9000-4892	Alternator for work order
07/16/2019	Mountain Pest Control	\$50.00	10-1134-4400	Meadow Creek Park squirrels
07/17/2019	Mountain Pest Control	\$115.00	10-1134-4400	Walter Byron Park beavers
07/16/2019	Murdoch's Ranch &home #31	\$39.98	10-1131-4403	Tree saver strap
07/23/2019	Murdoch's Ranch &home #31	\$109.74	10-1133-4205	Welding supplies
07/16/2019	Nels Lunceford Inc - Sit	\$199.95	20-2000-5069	Shrubs
07/24/2019	Neko Products Inc	\$2,032.83	10-1160-4221	Zip Ties for Office
06/28/2019	Officemax/Depot 6604	\$57.27	10-1125-4233	Office Supplies, Binders, Dividers, Biz Card Holders
07/10/2019	Officemax/Depot 6604	\$16.77	10-1150-4602	Camp supplies.
07/16/2019	Officemax/Depot 6604	\$59.99	10-1119-4703	Voice Recorder for Comm Dev
06/27/2019	Otc Brands, Inc.	\$89.90	10-1140-4804	4th of July Parade float decorations
07/10/2019	Otc Brands, Inc.	\$83.76	80-8000-4588	Mountain Goat race prizes.
07/24/2019	Otc Brands, Inc.	\$39.69	10-1110-4650	End of season appreciation supplies
07/25/2019	Pandora	\$5.13	10-1160-4401	PRA-Radio
07/17/2019	Pawnee Buttes Seed Inc	\$367.67	90-9000-4444	Marina grass seed
07/04/2019	Paypal	\$2,537.50	10-1140-4804	Final balance for July 4th bike stunt team
07/11/2019	Paypal	\$605.00	10-1118-4227	Conference registration fees
07/25/2019	Paypal	\$204.84	10-1140-4873	Tickets for Fall Fest
07/22/2019	Peak Performance Imazino	\$1,380.36	10-1110-4205	Cooler meter readings
07/02/2019	Pepinios Pizza & Subs	\$594.64	10-1140-4804	Pizzas for Marching Band
07/02/2019	Pepinios Pizza & Subs	\$197.93	10-1140-4804	Pizza for Special Events Team
07/23/2019	Pepinios Pizza & Subs	\$136.27	10-1150-4605	Staff Appreciation
07/05/2019	Pepsibeverageco	\$4,285.50	10-1140-4864	Pepsi and ice at bbq
07/11/2019	Pika Glass And Mirror	\$842.97	10-1132-4207	Town Hall glass atrium and employee housing windows
07/22/2019	Pinnacle Assurance	\$15,414.91	10-1110-4502	Workers compensation
07/08/2019	Pioneer Sand Co Hq	\$994.43	80-8000-4586	Dirt for Bike Park
07/10/2019	Piranha Propellers	\$446.63	90-9000-4208	Propellers and hardware for pontoons in rental fleet.
07/24/2019	Polar Leasing Company	-\$200.00	10-1140-4869	Refund of deposit for refrigerated truck
07/10/2019	Psf Coom And Soinecare	\$100.00	10-1130-4250	CDL test
06/27/2019	Pure Kitchen	\$50.00	10-1118-4265	Media Visit Gift Cards
07/08/2019	Reminderband	\$426.00	80-8000-4588	Mountain Goat finisher gifts.
07/01/2019	Rightsignature	\$24.00	90-9000-4210	Online Contract
06/27/2019	Rocky Mountain Coffee Roa	\$8.42	10-1125-4227	Coffee meeting
07/10/2019	Rocky Mountain Coffee Roa	\$17.25	10-1119-4588	Builders Focus Group Meeting
07/16/2019	Rocky Mountain Coffee Roa	\$11.17	80-8000-4227	Meeting
07/16/2019	Rocky Mountain Coffee Roa	\$11.01	10-1118-4265	Media Visit Gift Bag
07/10/2019	Rocky Mtn Spring Water	\$43.30	10-1160-4401	Breakroom-water
07/03/2019	Safety Kleen Systems Bran	\$208.00	10-1133-4205	Parts washer
07/01/2019	Safeway #0836	\$5.57	10-1150-4605	Camp Activiv Sucooles
07/01/2019	Safeway #0836	\$29.34	10-1150-4605	Camp Sucooles
07/02/2019	Safeway #0836	\$4.34	10-1150-4602	Camp supplies.
07/03/2019	Safeway #0836	\$50.31	10-1140-4804	Snacks for Special Events Team
07/03/2019	Safeway #0836	\$241.63	10-1121-4233	4th of July BBQ for Police staff

07/05/2019	Safeway #0836	\$45.61	10-1160-4225	Drink Purchase for FAP Day Lodge Retail
07/09/2019	Safeway #0836	\$16.68	10-1150-4605	Staff Meeting Refreshments
07/09/2019	Safeway #0836	\$12.30	10-1121-4233	Intox training
07/12/2019	Safeway #0836	\$13.79	80-8000-4588	Triathlon supplies
07/16/2019	Safeway #0836	\$166.06	10-1110-4229	All-Hands meeting
07/17/2019	Safeway #0836	\$72.45	10-1110-4229	All-Hands meeting
07/18/2019	Safeway #0836	\$8.24	10-1119-4306	Planning Commission meeting Snacks
07/18/2019	Safeway #0836	\$11.61	10-1110-4229	All-Hands meeting
07/21/2019	Safeway #0836	\$124.40	10-1110-4229	All-Hands meeting
07/21/2019	Safeway #0836	\$83.03	90-9000-4890	Tenant Breakfast
07/23/2019	Safeway #0836	\$30.75	10-1150-4602	Snacks for sports instructor staff meeting.
07/24/2019	Safeway #0836	\$28.03	10-1125-4690	Lunchtime Lecture Supplies
07/22/2019	Safeway #2824	\$13.87	40-4000-4227	Training - meal
07/23/2019	Safeway #2824	\$15.24	40-4000-4227	Training - meal
07/24/2019	Safeway #2824	\$16.76	40-4000-4227	Training - meal
07/02/2019	Sanders True Value Hardw	\$11.50	10-1170-4221	Masking tape and scrao paint for tool marking.
07/09/2019	Sanders True Value Hardw	\$68.88	80-8000-4589	Landscape supplies
07/11/2019	Sanders True Value Hardw	\$339.99	10-1134-4205	New push mower
07/15/2019	Sanders True Value Hardw	\$27.98	20-2000-4102	Council Chambers remodel
07/23/2019	Sanders True Value Hardw	\$23.69	10-1132-4207	1st & Main key card
07/25/2019	Sanders True Value Hardw	\$39.58	90-9000-4444	Acetone for cleaning rails
07/09/2019	Se Background Services	\$129.50	10-1110-4250	Background checks
07/15/2019	Seattle Sports Co Inc	\$843.15	90-0090-1651	Retail carts and drv baos
07/23/2019	Sensus Usa	\$177.81	40-4000-4250	Meter component repairs
07/26/2019	Sensus Usa	\$177.81	40-4000-4250	Meter component repairs
07/15/2019	Sherwin Williams 707277	\$123.45	10-1131-4403	Traffic paint
07/04/2019	Smk	\$33.00	10-1110-4250	Survey monkey monthly subscription fee
07/18/2019	So * Preserve.Eco	\$51.32	10-1160-4225	Re-Usable Plates for FAP Cafe
07/10/2019	So * Schappys Since 1	\$114.67	90-9000-4890	Trophies for Sandcastle Competition
07/15/2019	Spectrum Mobile Services	\$75.00	10-1110-4203	Cell phone support
07/09/2019	Spider Monkey	\$145.00	10-1150-4605	Fun Club Field Trip
07/11/2019	Spider Monkey	\$420.00	10-1150-4605	Fun Club Field Trip
07/04/2019	Sprint *wireless	\$1,629.74	10-1110-4203	TH cell phones
07/04/2019	Sprint *wireless	\$82.22	40-4000-4203	WTP cell phones
07/04/2019	Sprint *wireless	\$597.55	90-9000-4203	Marina cell phones
07/16/2019	Sq *ascent Planning	\$1,000.00	80-8000-4227	Life Plan Workshop
07/01/2019	Sq *high Altitude Repair	\$126.48	10-1134-4205	Blower repair
07/15/2019	Sq *kurts Sports Distribu	\$373.78	90-0090-1651	Retail Fishing Equipment
07/01/2019	Sq *outer Range, Inc.	\$6,450.00	10-1140-4864	BBQ Beer
07/16/2019	Sq *outer Range, Inc.	\$40.00	10-1118-4265	Media Visit Gift Cards
07/03/2019	Sq *summit County S	\$48.00	10-1125-4703	Names tags
07/10/2019	Sq *summit County S	\$300.00	10-1170-4201	5 18"x24" Colorado Parks and Wildlife template warning signs for coyote and moose.
07/17/2019	Sq *summit County S	\$100.00	10-1170-4201	4 12"x16" Colorado Parks and Wildlife template warning signs for coyote and moose.
07/25/2019	Sq *summit County S	\$350.00	10-1110-4233	Marina Sign
07/10/2019	Sq *the Sunny Side	\$175.00	80-8000-4418	Stickers for Resale
07/03/2019	Sq *todd Powell Pho	\$250.00	10-1110-4650	Employee Departure Recognition
07/03/2019	Staals7220228031001001	-\$45.98	10-1150-4605	Return
07/03/2019	Staals721057515000001	\$248.39	10-1119-4703	Strategic plan White Board
07/02/2019	Staals721057515000003	\$22.29	10-1119-4703	Magnetic Tape for White board labels
06/28/2019	Staals721137968000001	\$54.66	10-1110-4233	Advi and Binder Clips
07/09/2019	Staals7221548382000001	\$99.13	10-1110-4233	Paper, White out, pens
07/11/2019	Staals721682340000001	\$259.99	10-1115-4703	Phone headset
07/11/2019	Staals721682340000001	\$519.98	10-1114-4703	Phone headsets (2)
07/11/2019	Staals722168234000001	\$2.59	10-1110-4233	Napkins
07/11/2019	Staals722168232000001	\$127.15	10-1114-4233	Printer toner
07/11/2019	Staals721704416000001	\$570.52	10-1150-4605	Printer Cartridges
07/13/2019	Staals722182335000001	\$201.80	10-1160-4221	Toner for FAP Office Printer
07/13/2019	Staals722182335000002	\$406.45	10-1160-4221	Toner for FAP Office Printer
07/13/2019	Staals722182335000003	\$147.59	10-1160-4221	Toner for FAP Office Printer
07/19/2019	Staals7221948568000001	\$66.99	10-1110-4233	Voice Recorder
07/25/2019	Staals722244115000001	\$16.50	10-1119-4233	Cardstock
07/25/2019	Staals722244115000001	\$10.98	90-8000-4230	Pens
07/25/2019	Staals722244115000001	\$28.96	10-1110-4233	Emergen-C
07/10/2019	Sterling Backcheck	\$152.59	10-1110-4250	Background checks
07/09/2019	Summit Express	\$440.00	10-1110-4229	CAST meeting Transportation
07/11/2019	Summit Mountain Rentals	\$300.00	10-1118-4590	Media hosting
07/03/2019	Summit Paint & Stain	\$29.19	20-2000-4102	Council Chambers remodel
07/19/2019	Summit Paint & Stain	\$50.20	90-9000-4201	Cleaning chemicals for retaining wall fence.
07/25/2019	Sunny Communications Inc	\$1,314.00	10-1140-4868	Event radios
07/04/2019	Sysco Corp	\$348.06	90-0090-1651	Retail Ice Cream
07/18/2019	Sysco Corp	\$622.78	90-0090-1651	Retail Ice Cream
07/18/2019	Sysco Corp	\$94.00	90-9000-4890	Bacon for Tenant Breakfast
07/20/2019	Sysco Corp	\$601.69	10-1160-4225	F&B and Supply Order for FAP Day Lodge
07/25/2019	Sysco Corp	\$411.05	90-0090-1651	Retail Ice Cream
07/01/2019	Target 00015255	\$74.96	10-1114-4233	Employee Going-Away Recognition
07/01/2019	Target 00015255	\$86.84	10-1110-4233	Restroom, kitchen and general supplies
06/27/2019	Tavern West	\$75.00	10-1118-4265	Media Visit Gift Cards
07/16/2019	Teachersawteachers.Com	\$3.19	10-1150-4605	Camo Activty Succiies
07/03/2019	The Home Depot Pro	\$997.35	10-1160-4401	Paper Towel and Toilet Paper for Day Lodge
07/03/2019	The Home Depot Pro	\$163.71	80-8000-4477	Restroom Supply
07/17/2019	The Home Depot Pro	\$191.94	80-8000-4477	Restroom Supply
07/04/2019	The Island Grill	\$108.00	10-1110-4650	Employee Going-Away Recognition
07/16/2019	The Island Grill	\$40.00	10-1118-4265	Media Visit Gift Cards
07/01/2019	The Key People Company	\$465.00	10-1170-4477	June Noodle Restroom Cleaning
07/01/2019	The Key People Company	\$254.84	10-1160-4477	June Day Lodge Cleaning with Credit Memo Applied
07/02/2019	The Key People Company	\$3,225.00	10-1140-4869	Special Cleans during BBQ
07/02/2019	The Key People Company	\$5,544.00	10-1140-4869	Street Sweeping during BBQ
07/08/2019	The Key People Company	\$1,560.00	10-1140-4804	Extra cleans during 4th of July
07/15/2019	The Key People Company	\$145.00	80-8000-4477	July Office Cleans
07/15/2019	The Key People Company	\$48.00	80-8000-4477	July Recycling
07/15/2019	The Key People Company	\$750.00	80-8000-4477	June Restroom Cleans
07/24/2019	The Key People Company	\$2,670.00	10-1132-4207	June cleaning service
07/03/2019	The Prop Shop	\$625.94	90-9000-4208	Propellers for runabouts in rental fleet.
07/03/2019	The Prop Shop	\$290.91	90-9000-4208	Propeller hardware for runabouts in rental fleet.
07/12/2019	The Prop Shop	-\$55.75	90-9000-4208	Refund for shipping of propellers, as it should have been free.



06/28/2019	The Tech Air Companies	\$157.62	90-9000-4444	Drill bits
07/05/2019	The Tech Air Companies	\$373.19	90-9000-4444	Drill bits
07/10/2019	The Tech Air Companies	\$45.89	90-9000-4444	Drill bits
07/02/2019	The Ups Store 1378	\$16.52	80-8000-4202	Mailing Magazines
06/27/2019	Thyssenkrupp Elevator	\$1,348.85	10-1132-4070	Town Hall elevator service
07/02/2019	Timberline Disposal Llc	\$538.12	10-1132-4411	Recycling service
07/01/2019	Tio Transunion	\$50.00	10-1121-4210	Law Enforcement data base subscription
07/09/2019	Tmobile*postpaid Pda	\$55.92	10-1110-4203	Personal cell phone stipend
06/28/2019	Tos Recreation Center	\$50.00	10-1150-4605	Fun Club Field Swimming
07/01/2019	Tos Recreation Center	\$82.00	10-1150-4605	Swimming Field Tho
07/08/2019	Tos Recreation Center	\$39.00	10-1150-4605	Credit from Silverhome Rec
07/09/2019	Tos Recreation Center	\$78.00	10-1150-4605	Fun Club Swimming
07/12/2019	Tos Recreation Center	\$38.00	10-1150-4605	Fun Club Swimming
07/15/2019	Tos Recreation Center	\$64.00	10-1150-4605	Fun Club Swimming
07/19/2019	Tos Recreation Center	\$34.00	10-1150-4605	Fun Club Swimming
07/22/2019	Tos Recreation Center	\$56.00	10-1150-4605	Fun Club Swimming
07/25/2019	Town Of Breckenridge Park	\$2.50	10-1111-4227	Meeting
07/16/2019	Tri Co Fire Protection	\$650.50	90-9000-4205	Inspection/recharging of fire extinguishers on Docks
07/01/2019	Untd Rntls 180214	\$3,825.00	10-1140-4869	Rental of spider boxes and Cable ramps for BBQ
07/12/2019	Untd Rntls 180214	\$480.00	10-1140-4869	Spider Box - BBQ
06/29/2019	Ups	\$70.16	40-4000-4202	Return postage
07/08/2019	Upwork 1.48-8.52usdverfy	\$8.52	10-1133-4205	Purchase Upwork 1.48-8.52usdverfy
07/08/2019	Upwork 1.48-8.52usdverfy	\$1.48	10-1133-4205	Purchase Upwork 1.48-8.52usdverfy
07/11/2019	Upwork 1.48-8.52usdverfy	\$1.48	10-1133-4205	Credit Voucher Upwork 1.48-8.52usdverfy
07/11/2019	Upwork 1.48-8.52usdverfy	\$8.52	10-1133-4205	Credit Voucher Upwork 1.48-8.52usdverfy
07/05/2019	Usa Blue Book	\$287.92	40-4000-4201	Lab supplies
07/21/2019	Uscleanpro.Com	\$464.00	10-1125-4477	Historic Park cleaning
07/24/2019	Usps Po 0724120166	\$7.85	10-1140-4863	BBQ T-Shirt Shipping
06/28/2019	Usps Po 0733840210	\$4.39	10-1121-4202	PD postage
06/28/2019	Usps Po 0733840210	\$4.39	10-1118-4202	Special events postage
07/15/2019	Usps Po 0733840210	\$6.85	10-1121-4202	PD postage
07/18/2019	Usps Po 0733840210	\$17.54	10-1121-4202	PD postage
07/25/2019	Verizonwireless	\$70.00	10-1110-4203	Personal cell phone stipend
07/01/2019	Vermont Systems Inc	\$397.84	10-1110-4704	Recreation software hosting services - FAP/rec
07/01/2019	Vermont Systems Inc	\$198.92	80-8000-4704	Recreation software hosting services - info Center
07/01/2019	Vermont Systems Inc	\$198.92	90-9000-4704	Recreation software hosting services - marina
06/27/2019	Vinny's Euro American Cul	\$75.00	10-1118-4265	Media Visit Gift Cards
07/05/2019	Vision Graphics Inc	\$417.25	10-1118-4265	Where's Waldo passports for Where's Waldo program for Frisco businesses
07/05/2019	Vision Graphics Inc	\$555.67	10-1140-4868	People's Choice winna cards for BBQ
07/05/2019	Vision Graphics Inc	\$1,879.86	10-1125-4221	Frisco Historic Park brochures English & Spanish
07/09/2019	Vision Graphics Inc	\$502.04	10-1140-4863	No Pet Event postcards for BBQ
07/09/2019	Vision Graphics Inc	\$1,929.75	90-9000-4221	Re-omit Marina brochures
07/09/2019	Visit Denver	\$500.00	10-1118-4635	Brochure distribution
07/15/2019	Vzwrls*apoccc Visb	\$56.63	40-4000-4203	WTP cell phones
07/15/2019	Vzwrls*apoccc Visb	\$384.52	10-1110-4203	All other cellphones
06/29/2019	Vzwrls*bill Pay Vn	\$65.00	10-1110-4203	Personal cell phone stipend
07/16/2019	Vzwrls*bill Pay Vw	\$65.50	10-1110-4203	Personal cell phone stipend
07/12/2019	Vzwrls*my Vz Vn P	\$210.00	10-1110-4203	Personal cell phone stipend
07/17/2019	Vzwrls*my Vz Vn P	\$52.80	10-1110-4203	Personal cell phone stipend
07/19/2019	Vzwrls*my Vz Vw P	\$35.00	10-1110-4203	Personal cell phone stipend
07/20/2019	Vzwrls*my Vz Vw P	\$70.00	10-1110-4203	Personal cell phone stipend
06/28/2019	Wal-Mart #0986	\$40.05	10-1125-4233	Office Supplies
07/03/2019	Wal-Mart #0986	\$75.90	10-1140-4804	Snacks for Special Events Team and decorations for floats
07/03/2019	Wal-Mart #0986	\$18.48	10-1140-4804	Fishing derby supplies
07/04/2019	Wal-Mart #0986	\$20.77	10-1121-4233	Surgeon for 4th of July
07/09/2019	Wal-Mart #0986	\$34.40	10-1132-4207	Nordic LED lights
07/12/2019	Wal-Mart #0986	\$31.43	20-2000-4102	Town Hall remodel
07/12/2019	Wal-Mart #0986	\$25.01	10-1150-4605	Camp Activity Supplies
07/16/2019	Wal-Mart #0986	\$12.90	80-8000-4588	Mountain Goat race supplies.
07/17/2019	Wal-Mart #0986	\$32.28	10-1121-4233	Office supplies
07/19/2019	Wal-Mart #0986	\$37.14	90-9000-4201	Soap and cleaners
07/22/2019	Wal-Mart #0986	\$28.80	10-1130-4233	Folder dividers
07/24/2019	Wal-Mart #0986	\$36.26	10-1150-4605	Camp Activity Supplies
07/24/2019	Wal-Mart #0986	\$21.88	10-1131-4403	Sign shop and asphalt work supplies
07/31/2019	Wal-Mart #986	\$64.21	10-1132-4207	PW supplies
07/01/2019	Wal-Mart #986	\$49.28	10-1150-4605	Camp Activiv Supplies
07/02/2019	Wal-Mart #986	\$8.27	80-8000-4588	Mountain Goat race supplies.
07/03/2019	Wal-Mart #986	\$13.98	10-1140-4804	Batteries
07/03/2019	Wal-Mart #986	\$19.88	10-1133-4205	Printer ink
07/03/2019	Wal-Mart #986	\$35.73	10-1121-4218	Tarp
07/03/2019	Wal-Mart #986	\$116.33	10-1150-4605	Fun Club Activity Supplies and Snacks
07/04/2019	Wal-Mart #986	\$16.15	10-1125-4890	Gold panning supplies for Founder's Day
07/09/2019	Wal-Mart #986	\$15.92	20-2000-4102	Town Hall remodel
07/12/2019	Wal-Mart #986	\$94.58	90-9000-4588	Transition supplies.
07/15/2019	Wal-Mart #986	\$28.22	20-2000-4102	Town Hall remodel
07/15/2019	Wal-Mart #986	\$7.44	20-2000-4102	Town Hall remodel
07/15/2019	Wal-Mart #986	\$29.76	10-1131-4403	Main St. weed killer
07/16/2019	Wal-Mart #986	\$4.32	10-1132-4207	Computer screen hinge
07/16/2019	Wal-Mart #986	\$5.18	10-1125-4890	Cookies & napkins for Lunchtime Lecture
07/16/2019	Wal-Mart #986	\$38.63	20-2000-4102	Council Chambers cleaning
07/16/2019	Wal-Mart #986	\$37.88	10-1110-4229	All-Hands meeting; Kitchen supplies
07/16/2019	Wal-Mart #986	\$65.52	10-1130-4233	All-Hands meeting; Kitchen supplies
07/17/2019	Wal-Mart #986	\$30.13	10-1150-4605	Camp Activity Supplies
07/19/2019	Wal-Mart #986	\$12.28	20-2000-4102	Town Hall remodel
07/21/2019	Wal-Mart #986	\$22.68	90-9000-4890	Tenant Breakfast
07/24/2019	Wal-Mart #986	\$22.41	10-1132-4207	Town Hall camera
07/25/2019	Wal-Mart #986	\$31.86	10-1150-4602	Camp supplies.
07/17/2019	Waste Mgmt Wm Ezsav	\$536.37	90-9000-4401	Trash and Recycling Service
07/17/2019	Waste Mgmt Wm Ezsav	\$132.30	10-1170-4401	Recycling Service for FAP Day Lodge and Nordic
07/17/2019	Waste Mgmt Wm Ezsav	\$522.81	10-1160-4401	Trash Service for Nordic Center and Day Lodge
07/17/2019	Waste Mgmt Wm Ezsav	\$253.60	10-1132-4207	1st & Main trash service
07/17/2019	Waste Mgmt Wm Ezsav	\$266.28	10-1132-4207	Old Town Hall trash service
07/17/2019	Waste Mgmt Wm Ezsav	\$372.46	10-1132-4207	Town Hall trash service
07/17/2019	Waste Mgmt Wm Ezsav	\$155.65	10-1132-4207	Historic Park trash service
07/21/2019	Waste Mgmt Wm Ezsav	\$237.15	10-1132-4207	Mary Ruth trash service
07/10/2019	Whisler Bearing And Dr	\$707.71	10-1160-4208	Replacement bearings for maaic carpet
07/03/2019	Wholesale Fco #10470	\$7.59	10-1132-4227	PW supplies
07/23/2019	Wholesale Fco #10470	\$115.97	10-1111-4229	Council Dinner
07/23/2019	Wholesale Fco #10470	\$27.35	10-1111-4229	Council Dinner
07/05/2019	Wieronski Plumbing And He	\$444.00	40-4000-4425	Water meter replacement

07/22/2019 Wilcor International

S311.17  
\$205,900.36

90-0090-1651 Office Retail



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER**  
**RE: FRISCO BAY MARINA – SOLE SOURCE CONTRACT WITH MATTHEW STAIS ARCHITECTS**  
**DATE: AUGUST 27, 2019**

**Summary and Background:** At the August 13, 2019, Council meeting, staff gave Council an update on the marina projects completed in 2019 or near completion at this time. The projects included the Big Dig, Phase 1 site improvements, fuel dock/relocation, wetlands mitigation, lift station/sanitation, and fire standpipe design and installation.

Staff also reviewed the budget with Council. Accounting for all projected Phase 1 costs, there is currently \$3.3M in the Marina capital fund balance. Initially, it was thought the marina office and guest services building, intersection/entry improvements and sidewalks, paths and parking areas could be constructed in 2020, with a rough estimate of \$3.6M cost. However, with the new layout of the marina and the projects completed in 2019, along with less available funding, staff brought forward the marina discussion seeking Council direction and prioritization of projects.

Council directed staff to complete the entire design of the Phase 2 site, as depicted in the picture on page two, before any additional construction is begun to ensure the final outcomes meet the Council's complete vision for the Marina.

To complete the design of the Phase 2 site, including the design of the new food and beverage building and the scaled back review and design of the office and guest services building, staff is recommending a sole source contract with Matthew Stais Architects. Mr. Stais designed the marina office and guest services building. Mr. Stais also served on the Advisory Committee for the Frisco Marina Park Master Plan. He is knowledgeable, professional, understands the projects, including the financial limitations, and is able to give the project a fresh look, while still respecting the integrity of the master plan.

**Analysis:** Through the Town's budgeting process, Council authorized staff to pursue funding (bond revenues), in addition to projected marina fund revenues and reserve accounts, for 2019 marina capital projects totaling \$3,996,700 and an estimated list of projects in 2020 totaling \$3,602,500.

The Big Dig and Phase 1 site improvements are complete at this time. Per the Frisco Marina Park Master Plan, the Phase 2 site is slated for the construction of both the office and guest services building and the food and beverage building, landscape, finished sidewalks/paths/and drop off areas, and a splash pad and skating pond.

Finishing the design of the Phase 2 site area will ensure future construction is aligned with the Council's priorities and vision for the area. Finishing the architectural designs as identified on the Master Plan, or per Town Council's direction, would complete the vision for the area.

The process will also help Council answer questions about the future of the Lund House and the Island Grill buildings, the seasonal or year-round nature of the spaces, as well as any other proposed amenities in this area. The process will also help depict the scale and scope of all buildings to be constructed in the project site area in order to scale the buildings and facilities together, and to identify efficiencies and impacts to both buildings.

### **Frisco Bay Marina - Phase 2 Site:**



**Financial Impact:** On January 22, 2019, the Town Council approved 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 to expand capacity at the Marina to complete the first two phases of the Frisco Marina Park Master Plan. Note: with initial project costs estimated at \$7.6M, and bond proceeds of \$5M, it was understood the Town would need an additional \$2.5M or more to complete all of the proposed projects at the Marina.

The projected cost estimated for 2019 projects (Big Dig, Phase 1) was \$3,996,700. The actual cost is estimated at approximately \$4,300,000. There is currently \$3.3M in the Marina capital fund balance, accounting for all projected Phase 1 costs. Construction costs for new buildings are estimated between \$400/ft<sup>2</sup> and \$600/ft<sup>2</sup> at this time, based on estimates received in 2019. Such costs will impact the design of the buildings. The new office and guest services building was originally designed as a 4,846ft<sup>2</sup> space, and the F&B building was proposed as a stand-alone 2,500ft<sup>2</sup> building with indoor and outdoor seating. Both buildings will be reviewed and designed for functionality and economy with future expansion options as appropriate.

The proposed agreement with Matthew Stais Architects for \$123,000 will come out of the Marina Fund Capital Improvements (90-9000-4444). There are sufficient funds in this account for this work.

**Alignment with Strategic Plan:** Per the 2019-2020 Town of Frisco Strategic Plan, the improvement of the waterfront marina is a goal for Council. The Town recognizes the importance of its recreational opportunities as essential to the Town's vibrancy, providing unique opportunities for visitors and locals to explore, play, experience, and share with the broader community. Such vibrant recreation is central to the community's economic vitality and therefore a high priority for the Town Council to maintain, sustain, and protect for future generations.

**Staff Recommendation:** Staff recommends a sole source contract with Matthew Stais Architects for the design of the Phase 2 site improvements. Under section 9-3 of the Town Code, the Town Council is authorized to approve a contract for goods or services without a competitive bidding process when, in the opinion of the Council, the goods or services are best obtained from a single source due to specialized skills, knowledge or experience, unique and relevant experience, knowledge of the Town or exceptional qualifications or reputation in the field. Mr. Stais served on the Advisory Committee for the Frisco Marina Park Master Plan and designed the marina office and guest services building. He has the knowledge and the unique and relevant experience associated with this project, as well as the ability to take a fresh look at the area to design structures and amenities that meet the goals of Council while managing the financial realities of the project. The proposed agreement with Matthew Stais Architects is fair and reasonable in light of the market for similar services.

Another option for Council to consider would be to release an RFP for the work. Given the dollar amount of \$123,000 for the project, Council may opt to release a competitive bidding process. This process may take a few months to complete and bids may come in higher or lower than the \$123,000 proposal.

**Reviews and Approvals:**

This report has been reviewed and approved by:  
Bonnie Moinet, Finance Director – Approved



**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 19-28**

A RESOLUTION APPROVING AN AGREEMENT WITH MATTHEW STAIS ARCHITECTS FOR THE DESIGN OF PHASE TWO SITE IMPROVEMENTS AT THE FRISCO BAY MARINA WITHOUT A COMPETITIVE BIDDING PROCESS.

WHEREAS, under section 9-3 of the Town Code, the Town Council is authorized to approve a contract for goods or services without a competitive bidding process when, in the opinion of the Council, the goods or services are best obtained from a single source due to specialized skills, knowledge or experience, unique and relevant experience, knowledge of the Town or exceptional qualifications or reputation in the field; and

WHEREAS, the Frisco Bay Marina (the "Marina") desires to work with Matthew Stais Architects on the design of Phase Two site improvements to successfully plan for future construction projects; and

WHEREAS, Matthew Stais Architects has previously been engaged by the Town to design the marina office and guest services building; and

WHEREAS, as a result of Matthew Stais Architects' previous work in designing the marina office and guest services building and serving on the Advisory Committee for the Frisco Marina Park Master Plan, the Town Council finds that Matthew Stais Architects has specialized knowledge and experience that is unique and relevant to the Town and to the Marina's operations and, accordingly, the design of Phase Two is best obtained from a single source without a competitive bidding process; and

WHEREAS, the Town Council finds that the price set forth in the attached agreement with Matthew Stais Architects is fair and reasonable, relative to the general market prices for the goods and services to be provided by Matthew Stais Architects.

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

The attached agreement between the Town and Matthew Stais Architects, is hereby approved and the Town Mayor and Town Clerk are hereby authorized to execute the same on behalf of the Town of Frisco.

INTRODUCED, READ AND ADOPTED THIS 27<sup>TH</sup> DAY OF AUGUST, 2019.

Town of Frisco, Colorado:

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

ATTEST:

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

## CONTRACT FOR GOODS AND/OR SERVICES

THIS AGREEMENT ("Agreement"), made this 27<sup>th</sup> day of August 2019, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Matthew Stais Architects, a Colorado Corporation, as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

### ARTICLE I SCOPE OF SERVICES

Section 1.1 Services: CONTRACTOR agrees to perform the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Attachment A hereto, hereinafter referred to as the "Project." Attachment A hereto is hereby incorporated by reference and made a part of this Agreement. Attachment A includes consultant's services for all Phase 2 site improvements at the Frisco Bay Marina. For the purposes of this contract, the scope of services is for programming services (1), conceptual design services (2), schematic design services (3), and design development services (4).

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 March 1, 2020. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO.

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

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

### ARTICLE II ADMINISTRATION OF THIS AGREEMENT

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project,

in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.

Section 2.2 Oversight: All of the work associated with the Project shall be performed under the direction of Diane McBride, Assistant Town Manager/Recreation & Culture Director; 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 TWO MILLION DOLLARS (\$2,000,000) 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. All insurance policies must be written by a reputable insurance company with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado.

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

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

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

(i) The parties hereto understand and agree that FRISCO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 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:

Town of Frisco  
P.O. Box 4100  
Frisco, Colorado 80443  
Attn: Diane McBride  
Electronic mail:  
[dianem@townoffrisco.com](mailto:dianem@townoffrisco.com)

CONTRACTOR:

Matthew Stais Architects  
P.O. Box 135  
Breckenridge, Colorado 80424  
Attn: Matthew Stais  
Electronic mail: [matt@staisarchitects.com](mailto:matt@staisarchitects.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 \$123,000. 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**  
**SCOPE OF WORK**



**exhibit A**  
**consultant's services**

**phase 2 site improvements**  
**frisco bay marina**  
frisco, colorado

27 august 2019

Consulting services for this project shall include:

**1. Programming Services:**

- a. Review of previous Marina Office Building program, design, size, location and costs with respect to current direction from Town staff regarding program, budget, location and other site improvements, after completion of 'Big Dig' and Phase I Site Improvement per Marina Master plan.
- b. Analysis of existing site conditions and coordination of required survey work (8 hours maximum).
- c. Assist Town staff in development of program, scope and costs for Food & Beverage Building.
- d. Assist Town staff in development of program, scope and costs for other Phase 2 Site Improvements.
- e. Deliverables: project program memo and 'neighborhood map' showing approximate boundary of Phase 2 Site Improvements.

**2. Conceptual Design Services:**

- a. Development of Conceptual Design options, including a maximum of two conceptual schemes studying possible configurations of Client's program on the subject property:
  - a. 'Economy Version' based on Town staff and Council direction to date.
  - b. Expansion of scope to give Town staff and Council options for consideration should additional funding be made available.
- b. Studies of future expansion of building(s) in order to give flexibility for the facilities to evolve to meet future demands, which may be unforeseen at this time.
- c. Presentation of Conceptual Design options to Client at time and location specified by Client.
- d. Pre-application meeting with Town Planning staff.
- e. Deliverables to include:
  - a. Hand drawn site/floor plan diagrams, based on input provided by Client.
  - b. Preliminary program/area worksheets.

**3. Schematic Design Services:**

- a. Development of Schematic Design, based on Client input on conceptual design, to include:
  - a. Neighborhood Map.
  - b. Preliminary Site Plan.
  - c. Preliminary floor plans, per municipal requirements.
  - d. Preliminary building massing and exterior elevations.
  - e. Preliminary indications of exterior materials and fenestration.



- f. Preliminary indications of exterior lighting.
- g. Updated program/area worksheets.
- b. 'Sketch Plan' submission Town planning staff. Required application fees shall be considered reimbursable expenses and not part of the base fee.
- c. Coordination with consulting designers and engineers including landscape design and civil engineering.
- d. One 'Sketch Plan' presentation to Town planning commission hearing is included in base fee; additional submissions and meetings shall be considered additional services. No guarantee of municipal approvals is implied by this agreement.
- e. One presentation of Schematic Design to Town Council is included in base fee; additional submission materials and meetings shall be considered additional services. No guarantee of municipal approvals is implied by this agreement.

#### **4. Design Development Services:**

- a. Design Development documentation to include:
  - a. Neighborhood Map.
  - b. Site Plan.
  - c. Coordination with landscape and civil engineering site plans.
  - d. Floor and roof plans.
  - e. Exterior elevations.
  - f. Exterior renderings of 3D building information model (Autodesk REVIT software) per municipal requirements.
  - g. Building and wall sections of 3D building information model (Autodesk REVIT software) at key areas to show preliminary indications of building systems.
  - h. Preliminary building code study, based on current and anticipated building and accessibility codes adopted by the Town.
  - i. Coordination with building and fire departments to ascertain local code amendments and their requirements specific to this project.
- b. Coordination with consulting designers and engineers including landscape design, civil, structural and MEP engineering.
- c. 'Major Site Plan Application' submission Town planning staff. Required application fees shall be considered reimbursable expenses and not part of the base fee.
- d. One 'Major Site Plan Application' presentation to Town planning commission hearing is included in base fee; additional submissions and meetings shall be considered additional services. No guarantee of municipal approvals is implied by this agreement.
- e. Coordination of GBI 'Green Globes NC' schematic design phase submission, as required by municipal requirements. Required application fees shall be considered reimbursable expenses and not part of the base fee.

#### **5. Construction Documents Services:**

- a. Architectural and engineering design documents sufficient for Client to obtain project pricing and building permits, including:
  - a. Site plans, including coordination with landscape and civil engineering.
  - b. Phasing plan, if applicable.
  - c. Construction staging plan, if applicable.
  - d. Floor and roof plans.
  - e. Construction assembly types and details, per municipal requirements.
  - f. Door and window schedules.
  - g. Exterior elevations indicating materials, finishes and details.

- h. Building sections showing critical construction assemblies and details.
- i. Reflected ceiling plans.
- j. Structural, mechanical, electrical and plumbing engineering design documents.

**6. Bidding/Permitting/Preconstruction Phase Services:**

- a. Responses to permitting requirements from pertinent review authorities.
- b. Responses to contractor and subcontractor questions during bidding.
- c. Issuance of consolidated 'construction set' of plans or supplemental SK drawings, based on feedback from review authorities and contractors.
- d. Coordination of GBI 'Green Globes NC' construction documents submission, as required by GBI and municipal requirements.

**7. Construction Phase Services (240 staff hours maximum):**

- a. Construction duration: 9 months is anticipated.
- b. Attend (1) preconstruction kickoff meeting on site.
- c. Review of shop drawings and submittals, to a maximum of 60 staff hours.
- d. Responses to RFI's, to a maximum of 60 staff hours.
- e. Provide ASI as required, to a maximum of 60 staff hours.
- f. Attendance at (16) semi-monthly jobsite meetings during construction, to a maximum of 60 hours.
- g. Attendance at (1) final punch list meeting on site.
- h. Coordination of GBI 'Green Globes NC' program, as required by GBI and municipal requirements.

The Base Fee for the Services noted above shall be billed on an hourly basis to a maximum of \$309,000, in accordance with Exhibit B, Design Fee Schedule, which is hereby made a part of this Exhibit A.

Specific exclusions from scope of work included in Base Fee include:

- a. Boundary and topographical survey (required prior to commencement of work).
- b. Wetlands delineation or environmental design services.
- c. Soils report or geotechnical engineering services.
- d. Traffic or parking studies.
- e. Additional submissions or presentations to town council or planning commission beyond that outlined above.
- f. Physical models of the project.
- g. Design revisions or 'value engineering' requested by Owner after completion of Design Development documentation.
- h. Project manual or written specifications.
- i. Development and/or documentation of Contractor's final punch list.
- j. Items noted herein as provided or coordinated by Client, General Contractor, or others.
- k. Reimbursable expenses, per attached Exhibit C which is hereby made a part of this Exhibit A.

Specific exclusions from the scope of work included in the Base Fee shall be considered Additional Services and invoiced in accordance with Exhibit C.

exhibit A - consultant's services  
phase 2 site improvements  
frisco bay marina  
page 4

In the event of differences between this Exhibit A and Exhibit B or Exhibit C, the information contained in Exhibit A shall govern. In the event of differences between Exhibits B and C, the information contained in Exhibit B shall govern.

Execution of this Agreement between the Town and MSA will supersede and extinguish previous Owner-Architect Agreement B132-2009 dated 28 August 2018 for 'Frisco Bay Marina Main Office and Bathrooms'.

file: data\0002\contracts\FBM\FBM 2019\exhibits\FBM exhibit A-services.doc

**ATTACHMENT B**  
**COMPENSATION SCHEDULE**



**exhibit B**  
**design fee schedule**  
 phase 2 site improvements  
 frisco may marina  
 frisco, colorado  
 27 august 2019

assumed const costs:	new const	renovation
area:	6,000	-
unit cost:	\$500	n/a
subtotal:	\$3,000,000	\$0
% total:	100%	0%

notes: 1. Est project budget:	\$3,000,000
2. Est const cost/sq ft:	\$500
3. Resultant building sq ft:	6,000

design fee by discipline:	%	\$
architectural & general	4.00%	\$120,000
civil	1.00%	\$30,000
landscape	1.20%	\$36,000
structural	1.20%	\$36,000
mech/elec	1.80%	\$54,000
energy/green	0.30%	\$9,000
interiors	0.80%	\$24,000
<b>total:</b>	<b>10.30%</b>	<b>\$309,000</b>

fees as % const costs	cost/sq ft
architectural & general	\$20.00
civil	\$5.00
landscape	\$6.00
structural	\$6.00
mech/elec	\$9.00
energy/green	\$1.50
interiors	\$4.00
<b>total:</b>	<b>\$0.00</b>

**base fee percentages by project phase:**

discipline	programming	CD/SD	DD	WDs	B/P	CA	total
arch/general	10%	15%	20%	25%	5%	25%	100%
civil	0%	20%	30%	25%	5%	20%	100%
landscape	5%	15%	30%	25%	5%	20%	100%
structural	0%	0%	25%	60%	5%	10%	100%
mech/elec	0%	0%	25%	55%	5%	15%	100%
energy/green	0%	0%	60%	15%	0%	25%	100%
interiors	0%	0%	20%	40%	5%	35%	100%
<b>total:</b>	<b>4.47%</b>	<b>9.51%</b>	<b>24.76%</b>	<b>35.19%</b>	<b>4.85%</b>	<b>21.21%</b>	<b>100.00%</b>

**base fee amounts by project phase:**

discipline	programming	CD/SD	DD	WDs	B/P	CA	total
arch/general	12,000	18,000	24,000	30,000	6,000	30,000	120,000
civil	-	6,000	9,000	7,500	1,500	6,000	30,000
landscape	1,800	5,400	10,800	9,000	1,800	7,200	36,000
structural	-	-	9,000	21,600	1,800	3,600	36,000
mech/elec	-	-	13,500	29,700	2,700	8,100	54,000
energy/green	-	-	5,400	1,350	-	2,250	9,000
interiors	-	-	4,800	9,600	1,200	8,400	24,000
<b>total:</b>	<b>13,800</b>	<b>29,400</b>	<b>76,500</b>	<b>108,750</b>	<b>15,000</b>	<b>65,550</b>	<b>309,000</b>

cumulative base fee per phase:	43,200	119,700	228,450	243,450	309,000
5.00% estimated reimbursable exp:	1,470	3,825	5,438	750	3,278
cumulative design budget per phase:	44,670	123,525	233,888	244,200	312,278

**phase 2 site improvements**  
**frisco bay marina**  
frisco, colorado

27 august 2019

**article 1 : billing procedures**

- 1.1 Standard billing rates for Matthew A. Stais, Architect, P.C. (hereinafter referred to as MSA) personnel:
- |     |  |                   |
|-----|--|-------------------|
| .1  | Principal Architect:                                 | \$220.00 per hour |
| .2  | Project Architect:                                   | \$150.00 per hour |
| .3  | Architectural Staff Level 3:                         | \$120.00 per hour |
| .4  | Architectural Staff Level 2:                         | \$100.00 per hour |
| .5  | Architectural Staff Level 1:                         | \$80.00 per hour  |
| .6  | Interiors Staff Level 3:                             | \$120.00 per hour |
| .7  | Interiors Staff Level 2:                             | \$100.00 per hour |
| .8  | Interiors Staff Level 1:                             | \$80.00 per hour  |
| .9  | Administrative Staff Level 2:                        | \$80.00 per hour  |
| .10 | Administrative Staff Level 1:                        | \$60.00 per hour  |
| .11 | MSA shall determine billing rates for MSA personnel. |                   |
- 1.2 Consultants arranged for and billed through MSA (if not included in basic services) shall be billed in addition to compensation for Basic Services, as follows: cost + 10%
- 1.3 Reimbursable expenses include expenses incurred by MSA in the interest of the project. Expenses shall be billed in addition to compensation for Basic Services, as follows, unless otherwise noted in this Agreement.
- |    |                                       |                             |
|----|---------------------------------------|-----------------------------|
| .1 | All expenses, unless otherwise noted: | cost + 15%                  |
| .2 | Computer plots and reproductions:     |                             |
|    | 24x36 bond (B&W):                     | \$2.50 each                 |
|    | 24x36 bond (color):                   | \$5.00 each                 |
|    | 24x36 photo (color or B&W):           | \$20.00 each                |
|    | 8.5x11 photo (color or B&W):          | \$10.00 each                |
| .3 | Photographs:                          | \$0.50 each                 |
| .4 | Mileage:                              | per current IRS regulations |
- 1.4 Initial payment is waived per MSA 'continuing client' policy.
- 1.5 Invoices:
- .1 Invoices shall be sent on a monthly basis, unless otherwise determined by MSA.
  - .2 Amount due for portions of this Agreement to be performed on an hourly basis shall be determined by MSA per rates and conditions outlined herein.
  - .3 Amount due for lump sum portions of this Agreement shall be determined by MSA as the percentage of the work for project phase completed at that time.
  - .4 Invoices are payable upon receipt by Client. Invoices thirty days past due shall be considered substantial nonperformance on the part of the Client and shall accrue interest at the rate of 1.75% per month from date of original invoice.
- 1.6 Overtime labor, performed at the request of the Client, shall be billed at 150% of standard rates.
- 1.7 MSA shall be entitled to reimbursement for time and expenses incurred to collect any past due amounts, including attorney's fees, court costs, interest, and any other related expenses.
- 1.8 These Supplemental Conditions, including billing rates for labor and reimbursable expenses, shall be reviewed and adjusted on an annual basis.

**article 2 : MSA services**

- 2.1 The Scope of Work (also referred to as 'Basic Services') covered in this Agreement shall be limited to those items specifically outlined in Exhibit E. Changes in the Scope of Work, and resulting changes in compensation, must be agreed to by both parties before services will be rendered for such changes.
- 2.2 Work considered to be additional services shall be billed at standard rates in addition to basic compensation for the project, unless otherwise indicated through written agreement signed by both parties.
- 2.3 If the Basic Services covered by this Agreement have not been completed within six months of the date hereof, through no fault of MSA, extension of the MSA services beyond that time shall be compensated as additional services, unless otherwise noted in this Agreement.
- 2.4 MSA services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. MSA makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.



### **article 3 : client's responsibilities**

- 3.1 MSA shall rely on the information provided by the Client. This includes surveys and drawings of existing conditions. In the event that such information changes, the Client agrees to promptly inform MSA.
- 3.2 The Client understands and agrees that time and communication are critical issues in any building project and that prudent decisions must be made in order to maintain the project schedule. Accordingly, the Client shall promptly approve the progress of the work at project milestones or as required by MSA for timely progress of MSA work.
- 3.3 Substantial revisions to the scope of work shall be accompanied by adequate revisions to the project budget, size, quality, and/or schedule.
- 3.4 Substantial revisions to the work after approval of pertinent project phase shall be considered additional services and billed as such.
- 3.5 In recognition of the relative risks, rewards and benefits of this Project to both the Client and MSA, the Client agrees that the total aggregate liability of MSA, its officers, employees, agents and consultants for negligent acts, errors and omissions shall not exceed \$50,000.00 or the amount of basic compensation for this project, whichever is less.

### **article 4 : ownership of designs and documents**

- 4.1 All creative work, designs, drawings, specifications, calculations and computer files are instruments of service; as such they belong to and remain the property of MSA, and are protected under copyright law. MSA shall make copies for the Client's appropriate use on this project only. Unauthorized use for other projects is prohibited.
- 4.2 MSA will not be liable for any improper or illegal use of creative work, designs, drawings, specifications, or other instruments of service.

### **article 5 : dispute resolution**

- 5.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of MSA services, MSA may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.
- 5.2 The Client and MSA shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period of agreement of the parties or court order.
- 5.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 5.4 MSA and the Client waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 5 of these Conditions.
- 5.5 If the Client fails to make payments to MSA in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at MSA option, cause for suspension of performance of services under this Agreement. If MSA elects to suspend services, prior to suspension of services, MSA shall give seven days written notice to the Client. In the event of suspension of services, MSA shall have no liability to the Client for delay or damage caused to the Client because of such suspension of services. Before resuming services, MSA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSA services. MSA fees for the remaining services and the time schedules shall be equitably adjusted.
- 5.6 If the Project is suspended or MSA services are suspended for more than 90 consecutive days, MSA may terminate this Agreement by giving not less than seven days' notice.
- 5.7 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- 5.8 This Agreement may be terminated by the Client upon not less than seven days' written notice to MSA for the Owner's convenience and without cause.
- 5.9 In the event of termination not the fault of MSA, MSA shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.10.
- 5.10 Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which MSA is not otherwise compensated, plus an amount for MSA profit on the value of services not performed by MSA.
- 5.11 This Agreement shall be governed by the law of the principal place of business of MSA, unless otherwise provided herein.
- 5.12 To the extent damages are covered by property insurance during construction, the Client and MSA waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement. The Client and MSA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.
- 5.13 The Client and MSA, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client nor MSA shall assign this Agreement without the written consent of the other, except that the Client may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Client's rights and obligations under this Agreement. MSA shall execute all consents reasonably required to facilitate such assignment.
- 5.14 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSA.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: PETE SWENSON, NORDIC AND TRAILS MANAGER**  
**RE: RESOLUTION 19-30, SUPPORTING THE GRANT APPLICATION FROM COLORADO PARKS AND WILDLIFE AND GREAT OUTDOORS COLORADO**  
**DATE: AUGUST 27, 2019**

**Summary and Background:** Staff is seeking Council support for a *Colorado the Beautiful* grant application to support the Town of Frisco's trail construction and enhancements at the Frisco Nordic Center. This grant is funded by a partnership with Colorado Parks and Wildlife (CPW) and Great Outdoors Colorado (GOCO).

Trail construction at the Frisco Nordic Center (FNC)/Peninsula Recreation Area (PRA) is an important component of the comprehensive trails plan for Frisco and surroundings - and implements the community's vision for trails, connectivity, and recreation corridors. If funded, this grant will pay for additional staff and supplies to complete 15.5 miles of trail construction in 2.5 years versus an estimated 5-6 years with current funding levels. Grant funding accelerates trails construction and extends Town of Frisco's funding by 70% at no cost additional cost to the Town.

GOCO's mission is "*To help preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage.*" Staff believes the Frisco Nordic Center Trails Project aligns well with GOCO's mission. The Town is requesting \$168,390 from GOCO, of which a minimum match of 10% from the applicant must be cash. TOF has partnership commitments from the USFS and letters of support that include Summit Nordic Ski Club, Maverick Sports and Summit Endurance Academy.

**Analysis:** On October 27, 2015, Council supported Resolution 15-12 for The Planning Grant Application from Great Outdoors Colorado. These funds were used to complete the Frisco Trails Master Plan that was adopted by Council in March 2017. The Frisco Trails Master Plan and subsequent 2019 Master Development Plan (MDP) for the FNC identified trail construction and improvement opportunities on the PRA. Since the MDP received USFS approval and subsequent Decision Memo approval, all new trails detailed in the attached map are approved for immediate and ongoing construction until completion. This grant funds the additional staffing, equipment and materials needed to complete all USFS approved trails within the next three construction seasons.

The *Colorado the Beautiful* Grant Program funds projects through large trail construction grants and regional trails planning grants. The program is a unique opportunity that has goals,

objectives, and criteria independent of the normal motorized and non-motorized CPW grants that run each fall. The inaugural grant cycle ran in 2018, and this year's will be the final offering for this program. It is a partnership between CPW and GOCO.

Staff is requesting a total of \$168,390 from CPW/GOCO for hiring a trail contractor for specific technical build trail segments, additional seasonal staffing for a four person crew, staffing by Rocky Mountain Youth Corps for six weeks, equipment rentals for the trail projects, revegetation, construction materials, signage, and maps. These trail projects will take place on the approved trail segments of the PRA as shown in the attached map of the Frisco Nordic Center Approved Trails Projects from the White River National Forest Dillon Ranger District dated June 2019.

**Financial Impact:** In the 2019 approved TOF budget, \$100,000 is allocated for trail enhancements in the capital improvement fund, 20-2000-5066. The 2020 budget request for trail enhancements is also \$100,000, with \$55,000 of the request coming from the capital improvement fund (20-2000-5066) and \$45,000 of the request coming from seasonal staffing additions in the general fund, specific to the Nordic and Trails budget (10-1170-4005).

The CPW/GOCO grant request is for \$168,390, of which a minimum match of 10% of the total project from the applicant must be cash. Staff is recommending a cash contribution of \$35,320, and in-kind contribution of \$38,191.50. The TOF cash contribution would be 14.6% of the total project. The recommended cash contribution is slightly higher than the minimum match required. The Town's cash contribution would be used to fund one half of the contracted services for specific technical trail segments at a cost of \$19,500, and one third of the expense to hire Rocky Mountain Youth Corps (RMYC) for a six week period at a cost of \$15,820. These funds would come out of the \$55,000 proposed in the 2020 capital budget for trail enhancements (20-2000-5066), and would illustrate the Town's commitment to this project and these trail segments.

The in-kind contribution is in the form of the current trail crew of one lead and one crew member as well as ongoing volunteer hours on the trails. These in-kind contributions would account for 15.8% of the project.

**Table 1: Colorado the Beautiful Grant Request Budget**

Description of Work	CPW/GOCO Funds	TOF Funds	In-Kind	Total Funds
Contracted Services	\$19,500	\$19,500	n/a	\$39,000
RMYC	\$31,640	\$15,820	n/a	\$47,460
Salaries/Wages	\$96,000	\$0	n/a	\$96,000
Materials/Supplies	\$21,250	\$0	n/a	\$21,250
Volunteer Trail Crew	\$0	\$0	\$6,357.50	\$6,357.50
TOF Trail Crew	\$0	\$0	\$31,834	\$31,834
<b>TOTAL</b>	<b>\$168,390</b>	<b>\$35,320</b>	<b>\$38,191.50</b>	<b>\$241,901.50</b>
% of Total Funds	69.6%	14.6%	15.8%	

As with other grant requests from the Town of Frisco, the full grant amount (grant request and cash) would need to be budgeted in the 2020 budget. This would change the 2020 capital budget request in line item 20-2000-5066 from \$55,000 to \$223,390 (\$168,390 grant request plus \$55,000 capital request). Should the Town receive the grant from CPW/GOCO, the \$168,390 will be reimbursed to the Town for such expenses. Should the Town not be awarded the grant, staff would request this budget number for trail projects remain at its current requested funding amount of \$55,000 for 2020.

**Alignment with Strategic Plan:** Per the 2019-2020 Town of Frisco Strategic Plan, the implementation of the trails master plan is a goal for Council. The Town recognizes the importance of its recreational opportunities as essential to the Town's vibrancy, providing unique opportunities for visitors and locals to explore, play, experience, and share with the broader community. Such vibrant recreation is central to the community's economic vitality and therefore a high priority for the Town Council to maintain, sustain, and protect for future generations.

The additional funding this grant would provide assists in the construction of 15.5 miles of trails over three years versus an estimated 5-6 years with current funding levels.

**Staff Recommendation:** It is recommended the Town Council approve resolution 19-30 supporting the grant application from the state board of Colorado Parks and Wildlife and the state board of the Great Outdoors Colorado for the Frisco Nordic Center Trails Project. The grant application is complete at this time pending Council's approval of the resolution.

**Reviews and Approvals:**

This report has been reviewed and approved by:

Diane McBride, Assistant Town Manager/Recreation Director  
Bonnie Moinet, Finance Director - Approved  
Nancy Kerry, Town Manager

**Attachments:**

- 2019 Frisco Nordic Center Approved Trails Projects Map





White River National Forest  
Dillon Ranger District

# FRISCO NORDIC CENTER Approved Trails Projects

June 2019

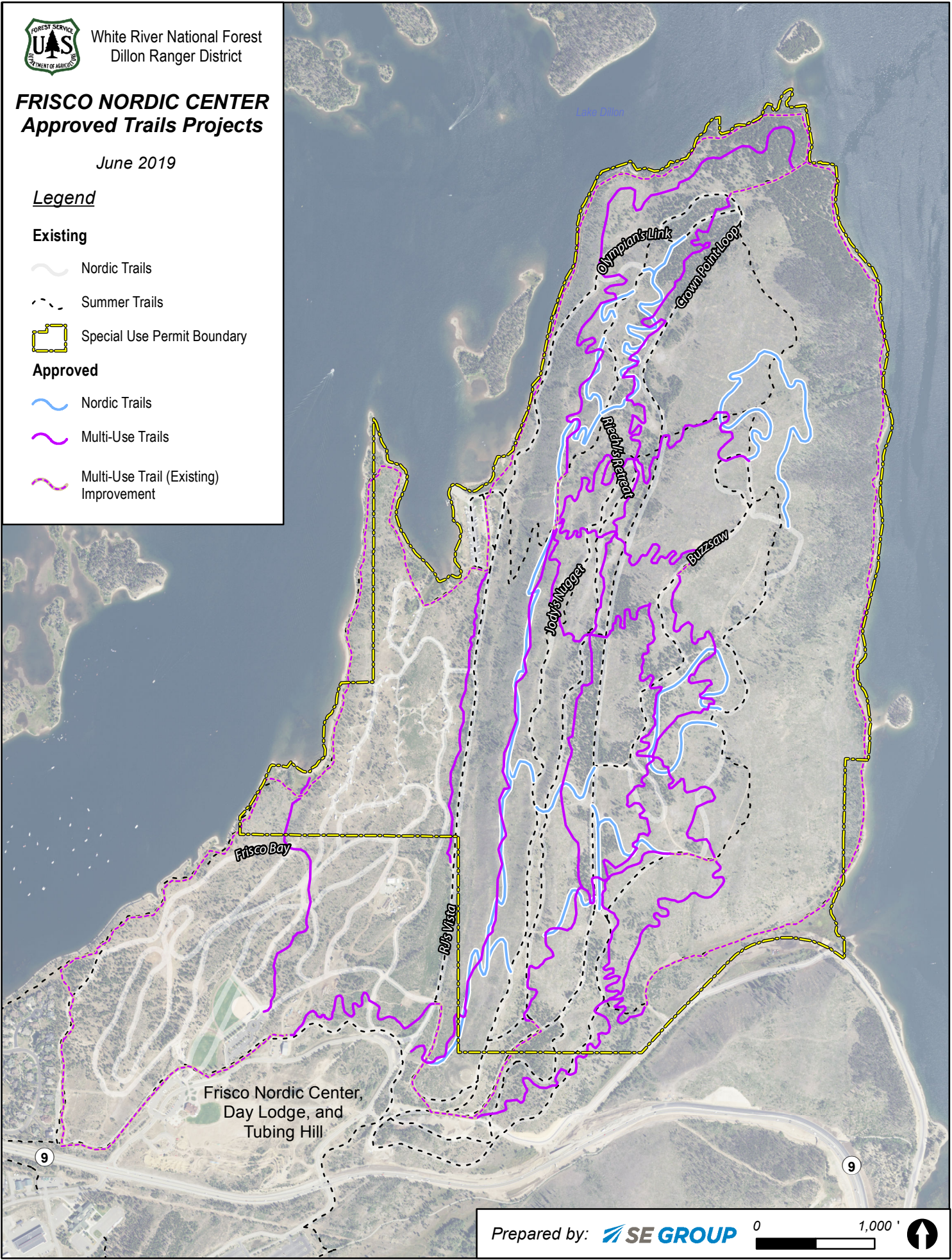
## Legend

### Existing

- Nordic Trails
- Summer Trails
- Special Use Permit Boundary

### Approved

- Nordic Trails
- Multi-Use Trails
- Multi-Use Trail (Existing) Improvement



Prepared by: SE GROUP



**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 19-30**

A RESOLUTION SUPPORTING THE GRANT APPLICATION FROM THE STATE BOARD OF COLORADO PARKS AND WILDLIFE (CPW) AND THE STATE BOARD OF THE GREAT OUTDOORS COLORADO (GOCO) FOR THE FRISCO NORDIC CENTER TRAILS PROJECT.

WHEREAS, the Town of Frisco supports the CPW/GOCO "2019 Colorado the Beautiful" grant application for the Frisco Nordic Center Trails Project; and

WHEREAS, the "2019 Colorado the Beautiful" grant application is a partnership between CPW and GOCO; and

WHEREAS, the Town of Frisco is requesting \$168,390 from CPW/GOCO to construct and improve trails on the Peninsula Recreation Area.

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

SECTION 1: The Town Council of the Town of Frisco strongly supports the application and has appropriated funds for a grant with CPW/GOCO.

SECTION 2: The Town Council of the Town of Frisco authorizes the expenditure of funds as necessary to meet the terms and obligations of any grant awarded.

SECTION 3: Partnerships for this Project have been secured with the Dillon Ranger District of the White River National Forest.

SECTION 4: The Town of Frisco has the ability to complete this project and has demonstrated this ability in completing the West Main Improvements project over 2007-2008, the Summit Middle School Sports fields in 2007, the Frisco Peninsula Recreation Area (PRA) Bike Park over 2011-2013, and the Frisco Trails Master Plan project in 2017.

SECTION 5: This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ AND ADOPTED THIS 27<sup>th</sup> DAY OF AUGUST, 2019.

TOWN OF FRISCO:

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

ATTEST:

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





MEMORANDUM

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P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER**  
**RE: TOBACCO T21, RETAIL LICENSE**  
**DATE: AUGUST 27, 2019**

**Summary and Background:** On June 25, 2019, staff presented to Council an overview of House Bill No.19-1033, which allows counties and municipalities in Colorado to implement licensing and taxes on nicotine products. The bill also authorizes counties and municipalities to enact a resolution or ordinance that prohibits a minor from possessing or purchasing nicotine products, and also allows counties and municipalities to impose regulations on nicotine products that are more stringent than state regulations.

In response to this presentation, Council directed staff to draft three ordinances as alternative approaches to the regulation of the sale of tobacco products. These three ordinances are as follows:

1. The first ordinance provides a tobacco sales licensing regime and moves the minimum age for purchase to 21 years (TOF.TWR.00480v1).
2. The second ordinance provides for the same licensing regime, but keeps the age limit at 18 years (TOF.TWR.00480).
3. The third ordinance moves the minimum age for purchase to 21 years, but establishes no licensing regime (TOF.TWR.00482).

The licensing application fee is in the amount of \$600/year and is consistent with the fee recommended by the Town of Breckenridge.

The effective date for these ordinances is January 1, 2020.

Three ordinances have been drafted as alternate approaches to the regulation of the sale of tobacco products. Staff is seeking Council feedback on these ordinances and direction moving forward with one ordinance, as appropriate.

**Analysis:** A countywide Nicotine Tax and Policy Workgroup was formed in May 2019 with the purpose *“to develop proposed policy language and enforcement plans, identify uses for funding and develop estimates for funding generated by different levels of per cigarette/per pack and percent taxes on other nicotine products.”* A coordinated countywide effort on nicotine enforcement, age, and tax is recommended for consistency purposes throughout the county.

The first step in this coordinated countywide effort is the nicotine tax. On August 13, 2019, Council signed the Intergovernmental Agreement (IGA) with Summit County to ensure the Town

of Frisco receives any special nicotine taxes generated within Town's municipal boundaries, if such a tax is placed on an upcoming ballot by Summit County. The County is moving forward with this nicotine tax question on the November 5, 2019, ballot. The measure would impose a \$4/pack sales tax on cigarettes, and a 40% sales tax on all other tobacco and nicotine products, including e-cigarettes and vaping devices. This 40% sales tax would start January 1, 2020, and increase 10% per year for four years starting January 1, 2021.

The next steps in this coordinated countywide effort on nicotine are enforcement and age. The prevalence of vaping is increasing significantly, and is viewed by many as the gateway to long term tobacco use. From a survey done by Summit Schools in 2017, vaping by students increased from 26% using within the last 30 days in 2015 to 40% using within the last 30 days in 2017. Summit County has one of the highest use rates in the state. Currently, most kids are successfully purchasing tobacco products from stores. One vaping device may have the nicotine equivalent of one pack of cigarettes.

Meeting minutes from the countywide Nicotine Tax and Policy Workgroup, and referenced in the June 25, 2019, update to Council, include the following:

#### **Age of Sale and Licensure**

- Increasing the age to 21 and requiring sellers to have a license reduces the ability for tobacco products to fall into the hands of youth. The license holds the retailers accountable.
- Currently, stores are only checked for compliance once a year, every other year, or once every three years. Retailers have minimal accountability with the current compliance checks.
- With licensing, municipalities would be able to suspend or revoke selling privileges with non-compliance. The licensing would be administered by a Licensing Administrator, such as the Town Clerk. There would be a fee required for each license issued which would cover the cost of administering and enforcing the licensing program. The fees for licensing and fines would be approved by two readings of an ordinance.
- The average license rate across the state is \$189 annually. Aspen's rate is \$500 annually and Pueblo's rate is \$100 annually. Breckenridge is proposing a \$600 annual licensing rate.
- Penalties for violation of the ordinance would be civil and not criminal.

Research has shown that about 96 percent of smokers began smoking before age 21, with most starting before age 16. According to the U.S. Centers for Disease Control and Prevention, youth who use e-cigarettes are four-to-seven times more likely to become lifelong tobacco users.

Businesses are also looking closely at the issues surrounding nicotine sales. As of July 1<sup>st</sup>, Walmart nationally increased the age of tobacco purchase to 21. This effort is to help prevent addiction at a young age.

**Financial Impact:** The overall goal of the proposed changes is to reduce nicotine usage in youth and adults, which if successful, would reduce the estimated potential revenue from the fees and taxes.

A proposed license would be required with an appropriate fee for each license issued to cover the cost of administering and enforcing the licensing program. This fee has yet to be determined, but is currently estimated at \$600 per license. With approximately 14 retailers in Frisco, this would translate into \$8,400 annually to cover the cost processing the licenses, and inspection. Enforcement costs could exceed this fee.

The recommended license fee of \$600 annually is estimated to help cover the costs associated with administering the licensing, inspection, and enforcement aspects associated with the proposed programs. This fee is needed to monitor retailer collections and compliance, and may need to be adjusted over time.

**Alignment with Strategic Plan:** According to the Best Practices for Comprehensive Tobacco Control Programs, the recommendations for preventing tobacco use among youth are:

- Increasing the unit price of tobacco products, and
- Conducting mass-media education campaigns in combination with other community interventions, and
- Mobilizing the community to restrict minors' access to tobacco products in combination with additional interventions (stronger local laws directed at retailers, active enforcement of retailer sales laws, and retailer education with reinforcement).

Raising the minimum age for purchase and licensing retailers aligns with the Town Council's 2019-2020 Inclusive Community and Sustainable Environment Strategic Priorities.

**Staff Recommendation:** Staff recommends the Town Council review all three of these ordinances:

Options:

1. Adopt the attached ordinance providing for tobacco business licensing process and increasing the minimum age for purchase to 21 years of age.
2. Adopt the attached ordinance providing for tobacco business licensing process only.
3. Adopt the attached ordinance providing increasing the minimum age for purchase to 21 years of age only.
4. Take no action.

**Reviews and Approvals:** This report has been reviewed and approved by:

Bonnie Moinet, Finance Director – Approved

Nancy Kerry, Town Manager - Approved

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-15**

AN ORDINANCE AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING BUSINESS LICENSES AND REGULATIONS, BY THE ADDITION OF A NEW ARTICLE III, CONCERNING THE ESTABLISHMENT OF A REQUIREMENT FOR THE LICENSING OF TOBACCO PRODUCT RETAILERS, AND REQUIREMENTS AND LIMITATIONS CONCERNING THE SALE OF TOBACCO PRODUCTS BY SUCH RETAILERS, INCLUDING LIMITING THE SALE OF TOBACCO PRODUCTS TO PERSONS WHO ARE TWENTY-ONE (21) YEARS OF AGE OR OLDER; WHICH REQUIREMENTS ARE NECESSARY TO SAFEGUARD THE HEALTH OF INDIVIDUALS WHO ARE NOT OF LEGAL AGE TO PURCHASE TOBACCO PRODUCTS.

WHEREAS, the Town Council of the Town of Frisco finds that the use of tobacco products by people under twenty-one (21) years of age presents grave health risks, including but not limited to nicotine addiction; and

WHEREAS, the Town of Frisco has a substantial interest in promoting compliance with state and local laws intended to regulate tobacco sales and use, discouraging the illegal sales of tobacco and nicotine products to minors, and promoting compliance with laws prohibiting the sale of tobacco products to minors; and

WHEREAS, the Town Council finds that there is a financial incentive to tobacco product retailers to sell tobacco products to minors, which incentive too often results in the unlawful sale of tobacco products to minors; and

WHEREAS, the Town Council finds that the establishment herein of licensing requirements for tobacco product retailers, and the related substantive limitations on the sale of tobacco products to minors, will protect the health, safety, and welfare of the public by encouraging responsible tobacco product retailing and reducing the sales of tobacco products to minors in the Town of Frisco; and

WHEREAS, the Town Council finds that there is a financial incentive to tobacco product retailers to sell tobacco products to minors and persons under the age of twenty-one years, which incentive too often results in the unlawful sale (directly and indirectly) of tobacco products to minors; and

WHEREAS, the Town Council finds that the establishment herein of substantive limitations on the sale of tobacco products to persons under the age of twenty-one (21) years, will protect the health, safety, and welfare of the public by encouraging responsible tobacco product retailing and reducing the sales of tobacco products to minors and persons under twenty-one (21) years of age in Frisco.

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

Section 1. Chapter 110 of the Code of Ordinance of the Town of Frisco, concerning the licensing of businesses, is hereby amended by the addition of a new Article III, to read in its entirety as follows:

### **ARTICLE III**

#### **TOBACCO PRODUCT RETAILER LICENSE AND REGULATIONS**

**§ 110-36. Legislative intent.**

The intent of this Article is to prohibit sales of tobacco products to youth, to encourage responsible tobacco product retailing and to reduce the impact of tobacco product use by young people in the Town of Frisco.

**§ 110-37. Application of licensure provisions of this Article.**

Effective January 1, 2020, it shall be unlawful for any person to be a tobacco product retailer without a valid license issued pursuant to this Article.

**§ 110-38. Definitions.**

When not inconsistent with the content, words used in the present tense include the future, words in the singular number include the plural number, words in the plural number include the singular number, and the masculine includes the feminine. For purposes of this Article, the following words, terms and phrases shall have the following meanings unless the context clearly indicates otherwise:

*Cigarette* means any product that contains tobacco or nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains:

- (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; or
- (2) tobacco in any form that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging or

labeling, is likely to be offered to, or purchased by consumers as a cigarette; or

(3) any roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph (1) above.

The term includes all “roll-your-own,” i.e., any tobacco that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes.

*Department* means the Town of Frisco Police Department, and any agency or person designated by the department to enforce the provisions of this Article.

*Distribute* or *Distribution* means to furnish, give, provide, or attempt to furnish give or provide, whether gratuitously or for any type of consideration.

*Electronic Smoking Device* means an electronic device that, when activated, emits a vapor, aerosol, fume or smoke that may be inhaled or absorbed by the user, including, but not limited to, an e---cigarette, e---cigar, e--pipe, vape pen, or e---hookah. Electronic smoking device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance, with or without nicotine, intended to be aerosolized, vaporized or produces a fume or smoke during the use of the device intended for human consumption.

*License* means the tobacco product retailer license.

*License Administrator* means the Frisco Town Clerk.

*Licensee* means the owner or holder of a tobacco product retailer license and shall include the employees, agents and officers thereof as appropriate.

*Licensed Premises* means any area of the premises where tobacco products are authorized to be sold or distributed to a consumer including, but not limited to, the grounds occupied by a retailer and any store, outlet, location, vending machine or structure where tobacco products are sold, as designated in the approved License application.

*Retail Tobacco Business* means a person engaged primarily in the sale, manufacture, or promotion of tobacco, tobacco products, electronic smoking devices or accessories, either at wholesale or retail, and in which the sale, manufacture or promotion of other products is less than 25% of gross sales receipts. For purposes of enforcement of this Article, a retail tobacco business shall also include a person engaged primarily in the sale or manufacture of



hookah or shisha products and related smoking products, including but not limited to, any plant, or other organic matter packaged for smoking or held out as a smoking product, or any person engaged in the promotion of hookah or shisha smoking, sometimes referred to as a hookah bar, lounge or café.

*Self-Service Display* means the open *display* or storage of tobacco products, electronic smoking devices, or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct, person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

*Tobacco Product* means and includes cigarettes, electronic smoking devices and:

(1) any other product that contains tobacco, nicotine, or synthetic nicotine products or that is made or derived from tobacco, and that is intended or expected to be ingested, smoked, inhaled, placed in oral or nasal cavities, or applied to the skin of an individual, including but not limited to chewing tobacco and snuff; the term also includes any component, accessory, part or paraphernalia, whether or not sold separately, used in the consumption of a tobacco product, such as filters, rolling papers, pipes or liquid used in an electronic smoking device; or

(2) any device that can be used to deliver tobacco or nicotine to the person inhaling from the device, including an electronic cigarette, cigar, cigarillo, or pipe.

Provided, however, that the term “tobacco product” does not include any product specifically approved by the United States Food and Drug Administration for use in reducing, treating or eliminating nicotine or tobacco dependence, or for other medical purposes, when such product is being marketed solely for such an approved purpose.

*Tobacco Product Retailer* means any person who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, a tobacco product, electronic smoking device or tobacco paraphernalia.

*Tobacco Product Retailing* means the selling, offering for sale, exchanging or offering for exchange for any form of consideration, a tobacco product or electronic smoking device.

*Tobacco Paraphernalia* means any item designed for the consumption, use or preparation of a tobacco product or for the use of an electronic smoking device; provided, however, that any such item that is offered for sale within a premises licensed for the sale of marijuana shall not be considered tobacco paraphernalia for purposes of this Article unless there is also sold within the

premises any electronic smoking device that contains nicotine, or any other tobacco product.

**§ 110-39. License required.**

(a) *Tobacco product retailer license required.*

(1) It shall be unlawful for any person to engage in tobacco product retailing in the Town of Frisco without a valid license issued pursuant to this Article for each location where tobacco product retailing occurs.

(2) No license may be issued to authorize tobacco product retailing anywhere other than at a fixed location that is designated in the license application and approved license. Tobacco product retailing from vehicles is prohibited.

(3) A licensed premise may only have one active license at one time.

(b) *Display of License.* Each license shall be prominently displayed in a publicly visible location at the licensed premises.

(c) *Period of revocation.* A person may not apply for a new license for a one-year period after a license held by such person has been revoked.

(d) *Minimum age of licensee.* No License shall be issued to any natural person under twenty-one (21) years of age.

**§ 110-40. Minimum legal sales age and limitations on tobacco product retailing.**

(a) *Minimum legal sales age and requirements of positive identification.* It is unlawful to sell or distribute a tobacco product to a person under the age of twenty-one (21) years. No licensee shall distribute a tobacco product without first examining the government-issued photographic identification of the recipient to confirm that the recipient is at least twenty-one (21) years of age.

(b) *Minimum age for persons selling tobacco products.* Licensees shall not allow, permit or require any person who is younger than the age of 21 years to sell, a tobacco product during the course of operation of the business.

(c) *No unaccompanied minors permitted in retail tobacco businesses.* Licensee shall not allow or permit a person who is younger than age of 21 years to be admitted or remain upon the licensed premises of a retail tobacco business, unless such person is accompanied by his or her parent or guardian. The licensee of a retail tobacco business shall post and keep visible at all times to

the public in a conspicuous place on the licensed premises, a sign to be provided by the Town Clerk's office which shall read as follows:

WARNING: It is a violation of the Code of Ordinances of the Town of Frisco for any person under twenty-one (21) years of age to be on the premises of this business unless accompanied by their parent or guardian.

- (d) *Self-service display prohibited.* Except at a location where persons under the age of 21 years are prohibited from entry, it is unlawful for a licensee to engage in tobacco product retailing by means of a self-service display.
- (e) *Signage required.* No person shall distribute a tobacco product in the Town unless a clearly visible notice is posted at the location where the tobacco product is distributed, which notice shall state legibly printed in letters at least one-half inch in height, "No person under twenty-one (21) years of age may purchase tobacco or an electronic smoking device."

#### **§ 110-41. Application procedure.**

- (a) An application for a license shall be submitted and signed by an individual authorized by the person making application for the license.
- (b) An application for a license for an operation for which there is a reasonable expectation that it will meet the definition of a retail tobacco business shall so indicate in the application. For any license that is granted pursuant to an application indicating that a retail tobacco business is anticipated on the licensed premises, there shall be a rebuttal presumption that in fact the business is a retail tobacco business.
- (c) All license applications shall be submitted on a form supplied by the License Administrator.
- (d) All license applications, including applications for renewal of a license, shall be accompanied by the payment in full of an application fee in the amount of \$600.00, which amount is the reasonably anticipated expense that will be incurred by the Town in administering and enforcing the provisions of this Article on a per-license, per-year basis .
- (e) Applicants and licensees shall inform the Licensing Administrator in writing of any change to the information submitted on an application for a license within thirty (30) calendar days of a change, including, without limitation, a change that indicates that the licensee is operating as a retail tobacco business.

#### **§ 110-42. Issuance of license**

(a) Upon the receipt of a completed application for a license and all required fees, the License Administrator shall issue a license within thirty (30) days, which period may be extended by the License Administrator for good cause, unless credible evidence indicates that one or more of the following bases for denial exists:

- (1) The information presented in the application is incomplete, inaccurate or false;
- (2) The applicant seeks a license for a location where this Article prohibits the issuance of a license;
- (3) The applicant seeks a license for a location that is not appropriately zoned for the use;
- (4) The proposed location for the requested license is not otherwise in compliance with applicable Town law; or
- (5) The applicant is not qualified to hold the requested license under the provisions of this Article.

(b) If the License Administrator denies the application for issuance of the license, the License Administrator shall notify the applicant in writing by regular mail, postage prepaid, to the address shown in the application. The notice shall include the grounds for denial. Notice is deemed to have been properly given upon mailing.

#### **§ 110-43. Appeal of License Administrator's decision.**

(a) An applicant has the right to appeal the Licensing Administrator's denial of an application to the Town Council. Such appeal shall be initiated by filing a written request with the Licensing Administrator within twenty (20) days of the date of the notice of denial of the issuance of a license.

(b) The applicant's failure to timely appeal the decision of the Licensing Administrator is a waiver the applicant's right to contest the denial of the issuance of the license.

(c) The appeal to the Town Council shall be conducted as a de novo hearing by the Town Council.

#### **§110-44. License term, renewal and transfer.**

(a) *Term.* A license shall be valid for a term of one (1) year from the date of its issuance.

(b) *Renewal.* A licensee shall apply for the renewal of the license and submit the license fee, no later than thirty (30) days prior to expiration of the existing license term. The License Administrator shall renew the license prior to the



end of the term, provided that the renewal application and fee were timely submitted, and the License Administrator is not aware of facts that would have prevented issuance of the original license.

- (c) *Transfer*. A license shall not be transferred from one person to another or from one location to another.

**§ 110-45. Compliance monitoring.**

(a) Compliance monitoring of this Article shall be by the Department, as the Department deems appropriate, to allow the Department to determine if a tobacco product retailer is conducting business in a manner that complies with this Article.

(b) The Department shall have the discretion to consider the previous compliance check history of a licensee in determining how frequently to conduct compliance checks of a licensee.

(c) Nothing in this section shall create a right of action in any licensee or other person against the Town, the Department or their agents and officers.

(d) The Department shall not enforce any law establishing a minimum age for tobacco purchases or possession against a person who otherwise might be in violation of such law because of the person's age (hereinafter "minor operative") if the potential violation occurs when:

- (1) The minor operative is participating in a compliance check supervised by a peace officer or a code enforcement official of the Department; or
- (2) The minor operative is acting as an agent of a person designated by the Town to monitor compliance with this Article; or
- (3) The minor operative is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the State of Colorado or Summit County.

(e) The results of Department compliance monitoring activities shall be provided by the Department to the Town Clerk and the Town Clerk shall maintain a database of such activities on a license by license basis.

**§ 110-46. Suspension or revocation of license.**

(a) The following shall be grounds for suspension or revocation of the licensee's license:

- (1) A violation by a licensee or a licensee's officers, agents, or employees of any of the provisions of this Article or any laws of the State of Colorado or ordinances of the Town of Frisco relating to the sale or furnishing of tobacco or cigarettes or tobacco products to minors, or the storage or display of cigarettes or tobacco products, including, without limitation, C.R.S. 18-13-121, C.R.S. 24-35-503, and Section 127-48 of this Code;
- (2) A violation of any condition imposed by the License Administrator or Town Council in connection with the issuance or renewal of the license;
- (3) Failure to pay state or local taxes that are related to the operation of the business associated with the license;
- (4) Loss of the right to possession of the licensed premises; or
- (5) Fraud, misrepresentation or a false statement of material fact contained in the original or renewal license application.

(b) The Town Council shall hear and determine all actions relating to the suspension or revocation of licenses pursuant to this Article. The Town Council shall have the authority to impose remedial sanctions for violations.

(c) The Department shall commence suspension or revocation proceedings by petitioning the Town Council to issue an order to the licensee to show cause why the licensee's license should not be suspended or revoked. The Town Council shall issue such an order to show cause if the petition demonstrates that probable cause exists to determine that one or more grounds exist pursuant to subsection (a) to suspend or revoke the licensee's license. The order to show cause shall set the matter for a public hearing before the Town Council.

(d) The Town Clerk shall give written notice of the public hearing no later than thirty (30) days prior to the hearing by mailing to the licensee at the address contained in the licensee's license. At the hearing, the licensee shall have the opportunity to be heard, to present evidence and witnesses, and to cross-examine witnesses presented by the Department. The Town Council shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books, and records necessary to the determination of any hearing that the Town Council is authorized to conduct. The standard of proof at such hearings shall be a preponderance of the evidence. The burden of proof shall be upon the Department.

(e) In determining whether a license should be suspended or revoked, and in determining whether to impose conditions in the event of a suspension, the Town Council shall consider the following factors:

- (1) The nature and circumstances of the violation;

- (2) Corrective action, if any, taken by the licensee;
- (3) Prior violations, if any, by the licensee;
- (4) The likelihood of recurrence of the violation;
- (5) Whether the violation was willful; and
- (6) Previous sanctions, if any, imposed on the licensee.

(f) The Town Council shall consider the following non-binding guidelines in determining whether to suspend or revoke a license and, in the case of a suspension, the length of the suspension. The purpose of these guidelines is to provide generally consistent treatment of violators of this Article. The actual sanction imposed upon a licensee for any violation may vary from the guidelines when warranted by the specific facts and circumstances of the case. The decision of the Town Council with respect to the suspension or revocation of a license shall constitute a final administrative action by the Town of Frisco, subject to judicial review.

- (1) For a first offense within a one-year period, suspension for seven days.
- (2) For a second offense within a one-year period, suspension for 30 days.
- (3) For a third or subsequent offense within a one-year period, revocation of the license.

(g) Upon request of a licensee, the Town Council may allow for the payment of a fine in lieu of the suspension of a license for all or part of the suspension period. Upon the receipt of such a request, the Town Council may, in its sole discretion, stay the proposed suspension and cause any investigation to be made that it deems desirable and may, in its sole discretion, grant the request if it is satisfied that:

(1) The public welfare and morals would not be impaired by permitting the licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and

(2) The books and records of the licensee are kept in such a manner that the loss of sales of tobacco products that the licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.

The fine amount shall be the equivalent of twenty percent (20%) of the licensee's estimated gross revenues from sales of tobacco products during the period of the proposed suspension; except that the fine shall be not less than two hundred dollars (\$200) nor more than five thousand dollars (\$5,000).

#### **Sec. 110-47. Enforcement.**

(a) The remedies provided by this Article are cumulative and in addition to any other remedies available at law or in equity.

(b) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Article is unlawful and shall cause the offender to be subject to the general penalty provisions of this Code.

(c) Violations of this Article are hereby declared to be public nuisances.

(d) In addition to other remedies provided by this Article or by other law, any violation of this Article may be remedied by a civil action brought by the Town Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Safety Clause. The Town Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Effective Date. This ordinance shall become effective in accordance with the Home Rule Charter of the Town of Frisco.

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

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

TOWN OF FRISCO, COLORADO

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

Attest:



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Deborah Wohlmuth, CMC, Town Clerk

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-16**

AN ORDINANCE AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING BUSINESS LICENSES AND REGULATIONS, BY THE ADDITION OF A NEW ARTICLE III, CONCERNING THE ESTABLISHMENT OF A REQUIREMENT FOR THE LICENSING OF TOBACCO PRODUCT RETAILERS, AND REQUIREMENTS CONCERNING THE SALE OF TOBACCO PRODUCTS BY SUCH RETAILERS, WHICH REQUIREMENTS ARE NECESSARY TO SAFEGUARD THE HEALTH OF INDIVIDUALS WHO ARE NOT OF LEGAL AGE TO PURCHASE TOBACCO PRODUCTS.

WHEREAS, the Town Council of the Town of Frisco finds that the use of tobacco products by minors presents grave health risks to minors, including but not limited to nicotine addiction; and

WHEREAS, the Town of Frisco has a substantial interest in promoting compliance with state and local laws intended to regulate tobacco sales and use, discouraging the illegal sales of tobacco and nicotine products to minors, and promoting compliance with laws prohibiting the sale of tobacco products to minors; and

WHEREAS, the Town Council finds that there is a financial incentive to tobacco product retailers to sell tobacco products to minors, which incentive too often results in the unlawful sale of tobacco products to minors; and

WHEREAS, the Town Council finds that the establishment herein of licensing requirements for tobacco product retailers, and the related substantive limitations on the sale of tobacco products to minors, will protect the health, safety, and welfare of the public by encouraging responsible tobacco product retailing and reducing the sales of tobacco products to minors in the Town of Frisco..

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

Section 1. Chapter 110 of the Code of Ordinance of the Town of Frisco, concerning the licensing of businesses, is hereby amended by the addition of a new Article III, to read in its entirety as follows:

## ARTICLE III

### TOBACCO PRODUCT RETAILER LICENSE AND REGULATIONS

#### § 110-36. Legislative intent.

The intent of this Article is to prohibit sales of tobacco products to youth, to encourage responsible tobacco product retailing and to reduce the impact of tobacco product use by young people in the Town of Frisco.

#### § 110-37. Application of licensure provisions of this Article.

Effective January 1, 2020, it shall be unlawful for any person to be a tobacco product retailer without a valid license issued pursuant to this Article.

#### § 110-38. Definitions.

When not inconsistent with the content, words used in the present tense include the future, words in the singular number include the plural number, words in the plural number include the singular number, and the masculine includes the feminine. For purposes of this Article, the following words, terms and phrases shall have the following meanings unless the context clearly indicates otherwise:

*Cigarette* means any product that contains tobacco or nicotine, is intended to be burned or heated under ordinary conditions of use, and consists of or contains:

- (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; or
- (2) tobacco in any form that is functional in the product, which, because of its appearance, the type of tobacco used in the filler, or its packaging or labeling, is likely to be offered to, or purchased by consumers as a cigarette; or
- (3) any roll of tobacco wrapped in any substance containing tobacco that, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette described in subparagraph (1) above.

The term includes all “roll-your-own,” i.e., any tobacco that, because of its appearance, type, packaging, or labeling, is suitable for use and likely to be offered to, or purchased by, consumers as tobacco for making cigarettes.

*Department* means the Town of Frisco Police Department, and any agency or person designated by the department to enforce the provisions of this Article.

*Distribute* or *Distribution* means to furnish, give, provide, or attempt to furnish give or provide, whether gratuitously or for any type of consideration.

*“Electronic Smoking Device”* means an electronic device that, when activated, emits a vapor, aerosol, fume or smoke that may be inhaled or absorbed by the user, including, but not limited to, an e---cigarette, e---cigar, e--pipe, vape pen, or e---hookah. Electronic smoking device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance, with or without nicotine, intended to be aerosolized, vaporized or produces a fume or smoke during the use of the device intended for human consumption.

*License* means the tobacco product retailer license.

*License Administrator* means the Frisco Town Clerk.

*Licensee* means the owner or holder of a tobacco product retailer license and shall include the employees, agents and officers thereof as appropriate.

*Licensed Premises* means any area of the premises where tobacco products are authorized to be sold or distributed to a consumer including, but not limited to, the grounds occupied by a retailer and any store, outlet, location, vending machine or structure where tobacco products are sold, as designated in the approved License application.

*Retail Tobacco Business* means a person engaged primarily in the sale, manufacture, or promotion of tobacco, tobacco products, electronic smoking devices or accessories, either at wholesale or retail, and in which the sale, manufacture or promotion of other products is less than 25% of gross sales receipts. For purposes of enforcement of this Article, a retail tobacco business shall also include a person engaged primarily in the sale or manufacture of hookah or shisha products and related smoking products, including but not limited to, any plant, or other organic matter packaged for smoking or held out as a smoking product, or any person engaged in the promotion of hookah or shisha smoking, sometimes referred to as a hookah bar, lounge or café.

*Self-Service Display* means the open *display* or storage of tobacco products, electronic smoking devices, or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct, person-to-person transfer



between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

*Tobacco Product* means and includes cigarettes, electronic smoking devices and:

(1) any other product that contains tobacco, nicotine, or synthetic nicotine products or that is made or derived from tobacco, and that is intended or expected to be ingested, smoked, inhaled, placed in oral or nasal cavities, or applied to the skin of an individual, including but not limited to chewing tobacco and snuff; the term also includes any component, accessory, part or paraphernalia, whether or not sold separately, used in the consumption of a tobacco product, such as filters, rolling papers, pipes or liquid used in an electronic smoking device; or

(2) any device that can be used to deliver tobacco or nicotine to the person inhaling from the device, including an electronic cigarette, cigar, cigarillo, or pipe.

Provided, however, that the term “tobacco product” does not include any product specifically approved by the United States Food and Drug Administration for use in reducing, treating or eliminating nicotine or tobacco dependence, or for other medical purposes, when such product is being marketed solely for such an approved purpose.

*Tobacco Product Retailer* means any person who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, a tobacco product, electronic smoking device or tobacco paraphernalia.

*Tobacco Product Retailing* means the selling, offering for sale, exchanging or offering for exchange for any form of consideration, a tobacco product or electronic smoking device.

*Tobacco Paraphernalia* means any item designed for the consumption, use or preparation of a tobacco product or for the use of an electronic smoking device; provided, however, that any such item that is offered for sale within a premises licensed for the sale of marijuana shall not be considered tobacco paraphernalia for purposes of this Article unless there is also sold within the premises any electronic smoking device that contains nicotine, or any other tobacco product.

#### **§ 110-39. License required.**

(a) *Tobacco product retailer license required.*

(1) It shall be unlawful for any person to engage in tobacco product retailing in the Town of Frisco without a valid license issued pursuant to this Article for each location where tobacco product retailing occurs.

(2) No license may be issued to authorize tobacco product retailing anywhere other than at a fixed location that is designated in the license application and approved license. Tobacco product retailing from vehicles is prohibited.

(3) A licensed premise may only have one active license at one time.

(b) *Display of License.* Each license shall be prominently displayed in a publicly visible location at the licensed premises.

(c) *Period of revocation.* A person may not apply for a new license for a one-year period after a license held by such person has been revoked.

(d) *Minimum age of licensee.* No License shall be issued to any natural person under eighteen (18) years of age.

**§ 110-40. Minimum legal sales age and other limitations on tobacco product retailing.**

(a) *Requirements of positive identification.* It is unlawful to sell or distribute a tobacco product to a person under the age of eighteen (18) years. No licensee shall sell or transfer a tobacco product without first examining the government-issued photographic identification of the recipient to confirm that the recipient is at least eighteen (18) years of age.

(b) *Minimum age for persons selling tobacco products.* Licensees shall not allow, permit or require any person who is younger than the age of 18 years to sell, a tobacco product during the course of operation of the business.

(c) *No unaccompanied minors permitted in retail tobacco businesses.* Licensee shall not allow or permit a person who is younger than age 18 years to be admitted or remain upon the licensed premises of a retail tobacco business, unless such person is accompanied by his or her parent or guardian. The licensee of a retail tobacco business shall post and keep visible at all times to the public in a conspicuous place on the licensed premises, a sign to be provided by the Town Clerk's office which shall read as follows:

WARNING: It is a violation of the Code of Ordinances of the Town of Frisco for any person under eighteen (18) years of age to be on the premises of this business unless accompanied by their parent or guardian.

(d) *Self-service display prohibited.* Except at a location where minors are prohibited from entry, it is unlawful for a licensee to engage in tobacco product retailing by means of a self-service display.

- (e) *Signage required.* No person shall distribute a tobacco product in the Town unless a clearly visible notice is posted at the location where the tobacco product is distributed, which notice shall state legibly printed in letters at least one-half inch in height, "No person under eighteen (18) years of age may purchase tobacco or an electronic smoking device."

**§ 110-41. Application procedure.**

- (a) An application for a license shall be submitted and signed by an individual authorized by the person making application for the license.
- (b) An application for a license for an operation for which there is a reasonable expectation that it will meet the definition of a retail tobacco business shall so indicate in the application. For any license that is granted pursuant to an application indicating that a retail tobacco business is anticipated on the licensed premises, there shall be a rebuttal presumption that in fact the business is a retail tobacco business.
- (c) All license applications shall be submitted on a form supplied by the License Administrator.
- (d) All license applications, including applications for renewal of a license, shall be accompanied by the payment in full of an application fee in the amount of \$600.00, which amount is the reasonably anticipated expense that will be incurred by the Town in administering and enforcing the provisions of this Article on a per-license, per-year basis .
- (e) Applicants and licensees shall inform the Licensing Administrator in writing of any change to the information submitted on an application for a license within thirty (30) calendar days of a change, including, without limitation, a change that indicates that the licensee is operating as a retail tobacco business.

**§ 110-42. Issuance of license**

- (a) Upon the receipt of a completed application for a license and all required fees, the License Administrator shall issue a license within thirty (30) days, which period may be extended by the License Administrator for good cause, unless credible evidence indicates that one or more of the following bases for denial exists:
  - (1) The information presented in the application is incomplete, inaccurate or false;
  - (2) The applicant seeks a license for a location where this Article prohibits the issuance of a license;

- (3) The applicant seeks a license for a location that is not appropriately zoned for the use;
- (4) The proposed location for the requested license is not otherwise in compliance with applicable Town law; or
- (5) The applicant is not qualified to hold the requested license under the provisions of this Article.

(b) If the License Administrator denies the application for issuance of the license, the License Administrator shall notify the applicant in writing by regular mail, postage prepaid, to the address shown in the application. The notice shall include the grounds for denial. Notice is deemed to have been properly given upon mailing.

**§ 110-43. Appeal of License Administrator’s decision.**

(a) An applicant has the right to appeal the Licensing Administrator’s denial of an application to the Town Council. Such appeal shall be initiated by filing a written request with the Licensing Administrator within twenty (20) days of the date of the notice of denial of the issuance of a license.

(b) The applicant’s failure to timely appeal the decision of the Licensing Administrator is a waiver the applicant’s right to contest the denial of the issuance of the license.

(c) The appeal to the Town Council shall be conducted as a de novo hearing by the Town Council.

**§110-44. License term, renewal and transfer.**

(a) *Term.* A license shall be valid for a term of one (1) year from the date of its issuance.

(b) *Renewal.* A licensee shall apply for the renewal of the license and submit the license fee, no later than thirty (30) days prior to expiration of the existing license term. The License Administrator shall renew the license prior to the end of the term, provided that the renewal application and fee were timely submitted, and the License Administrator is not aware of facts that would have prevented issuance of the original license.

(c) *Transfer.* A license shall not be transferred from one person to another or from one location to another.

**§ 110-45. Compliance monitoring.**



(a) Compliance monitoring of this Article shall be by the Department, as the Department deems appropriate, to allow the Department to determine if a tobacco product retailer is conducting business in a manner that complies with this Article.

(b) The Department shall have the discretion to consider the previous compliance check history of a licensee in determining how frequently to conduct compliance checks of a licensee.

(c) Nothing in this section shall create a right of action in any licensee or other person against the Town, the Department or their agents and officers.

(d) The Department shall not enforce any law establishing a minimum age for tobacco purchases or possession against a person who otherwise might be in violation of such law because of the person's age (hereinafter "minor operative") if the potential violation occurs when:

- (1) The minor operative is participating in a compliance check supervised by a peace officer or a code enforcement official of the Department; or
- (2) The minor operative is acting as an agent of a person designated by the Town to monitor compliance with this Article; or
- (3) The minor operative is participating in a compliance check funded in part, either directly or indirectly through subcontracting, by the State of Colorado or Summit County.

(e) The results of Department compliance monitoring activities shall be provided by the Department to the Town Clerk and the Town Clerk shall maintain a database of such activities on a license by license basis.

#### **§ 110-46. Suspension or revocation of license.**

(a) The following shall be grounds for suspension or revocation of the licensee's license:

- (1) A violation by a licensee or a licensee's officers, agents, or employees of any of the provisions of this Article or any laws of the State of Colorado or ordinances of the Town of Frisco relating to the sale or furnishing of tobacco or cigarettes or tobacco products to minors, or the storage or display of cigarettes or tobacco products, including, without limitation, C.R.S. 18-13-121, C.R.S. 24-35-503, and Section 127-48 of this Code;
- (2) A violation of any condition imposed by the License Administrator or Town Council in connection with the issuance or renewal of the license;

- (3) Failure to pay state or local taxes that are related to the operation of the business associated with the license;
  - (4) Loss of the right to possession of the licensed premises; or
  - (5) Fraud, misrepresentation or a false statement of material fact contained in the original or renewal license application.
- (b) The Town Council shall hear and determine all actions relating to the suspension or revocation of licenses pursuant to this Article. The Town Council shall have the authority to impose remedial sanctions for violations.
- (c) The Department shall commence suspension or revocation proceedings by petitioning the Town Council to issue an order to the licensee to show cause why the licensee's license should not be suspended or revoked. The Town Council shall issue such an order to show cause if the petition demonstrates that probable cause exists to determine that one or more grounds exist pursuant to subsection (a) to suspend or revoke the licensee's license. The order to show cause shall set the matter for a public hearing before the Town Council.
- (d) The Town Clerk shall give written notice of the public hearing no later than thirty (30) days prior to the hearing by mailing to the licensee at the address contained in the licensee's license. At the hearing, the licensee shall have the opportunity to be heard, to present evidence and witnesses, and to cross-examine witnesses presented by the Department. The Town Council shall have the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books, and records necessary to the determination of any hearing that the Town Council is authorized to conduct. The standard of proof at such hearings shall be a preponderance of the evidence. The burden of proof shall be upon the Department.
- (e) In determining whether a license should be suspended or revoked, and in determining whether to impose conditions in the event of a suspension, the Town Council shall consider the following factors:
- (1) The nature and circumstances of the violation;
  - (2) Corrective action, if any, taken by the licensee;
  - (3) Prior violations, if any, by the licensee;
  - (4) The likelihood of recurrence of the violation;
  - (5) Whether the violation was willful; and
  - (6) Previous sanctions, if any, imposed on the licensee.
- (f) The Town Council shall consider the following non-binding guidelines in determining whether to suspend or revoke a license and, in the case of a suspension, the length of the suspension. The purpose of these guidelines is to provide generally consistent treatment of violators of this Article. The actual

sanction imposed upon a licensee for any violation may vary from the guidelines when warranted by the specific facts and circumstances of the case. The decision of the Town Council with respect to the suspension or revocation of a license shall constitute a final administrative action by the Town of Frisco, subject to judicial review.

- (1) For a first offense within a one-year period, suspension for seven days.
- (2) For a second offense within a one-year period, suspension for 30 days.
- (3) For a third or subsequent offense within a one-year period, revocation of the license.

(g) Upon request of a licensee, the Town Council may allow for the payment of a fine in lieu of the suspension of a license for all or part of the suspension period. Upon the receipt of such a request, the Town Council may, in its sole discretion, stay the proposed suspension and cause any investigation to be made that it deems desirable and may, in its sole discretion, grant the request if it is satisfied that:

(1) The public welfare and morals would not be impaired by permitting the licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes; and

(2) The books and records of the licensee are kept in such a manner that the loss of sales of tobacco products that the licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy.

The fine amount shall be the equivalent of twenty percent (20%) of the licensee's estimated gross revenues from sales of tobacco products during the period of the proposed suspension; except that the fine shall be not less than two hundred dollars (\$200) nor more than five thousand dollars (\$5,000).

#### **Sec. 110-47. Enforcement.**

(a) The remedies provided by this Article are cumulative and in addition to any other remedies available at law or in equity.

(b) Causing, permitting, aiding, abetting, or concealing a violation of any provision of this Article is unlawful and shall cause the offender to be subject to the general penalty provisions of this Code.

(c) Violations of this Article are hereby declared to be public nuisances.

(d) In addition to other remedies provided by this Article or by other law, any violation of this Article may be remedied by a civil action brought by the Town Attorney, including, for example, administrative or judicial nuisance abatement

proceedings, civil or criminal code enforcement proceedings, and suits for injunctive relief.

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Safety Clause. The Town Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Effective Date. This ordinance shall become effective in accordance with the Home Rule Charter of the Town of Frisco.

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

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

TOWN OF FRISCO, COLORADO

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

Attest:

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





**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-17**

AN ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING GENERAL OFFENSES, TO PROHIBIT THE SALE OF TOBACCO PRODUCTS TO PERSONS WHO ARE UNDER TWENTY-ONE (21) YEARS OF AGE, AND TO PROHIBIT THE PURCHASE OF TOBACCO PRODUCTS BY PERSONS WHO ARE UNDER TWENTY-ONE (21) YEARS OF AGE, WHICH REQUIREMENTS ARE NECESSARY TO SAFEGUARD THE HEALTH OF SUCH PEOPLE, AND TO PREVENT THE DISTRIBUTION OF TOBACCO PRODUCTS TO MINORS.

WHEREAS, the Town Council of the Town of Frisco finds that the use of tobacco products by people under twenty-one (21) years of age presents grave health risks, including but not limited to nicotine addiction; and

WHEREAS, the Town of Frisco has a substantial interest in promoting compliance with state and local laws intended to regulate tobacco sales and use, discouraging the illegal sales of tobacco and nicotine products to minors, and promoting compliance with laws prohibiting the sale of tobacco products to minors; and

WHEREAS, the Town Council finds that there is a financial incentive to tobacco product retailers to sell tobacco products to minors, which incentive too often results in the unlawful sale of tobacco products to minors; and

WHEREAS, the Town Council finds that there is a financial incentive to tobacco product retailers to sell tobacco products to minors and persons under the age of twenty-one years, which incentive too often results in the unlawful sale (directly and indirectly) of tobacco products to minors; and

WHEREAS, the Town Council finds that the establishment herein of substantive limitations on the sale of tobacco products to persons under the age of twenty-one (21) years, will protect the health, safety, and welfare of the public by encouraging responsible tobacco product retailing and reducing the sales of tobacco products to minors and persons under twenty-one (21) years of age in Frisco.

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

Section 1. Chapter 127 of the Code of Ordinance of the Town of Frisco, concerning general offenses, is hereby amended by the addition of a new section 127-48, to read in its entirety as follows:

**§ 127-48. Selling tobacco product to persons under twenty-one (21) years of age prohibited; purchasing tobacco product by persons under twenty-one (21) years of age prohibited.**

(a) It is unlawful for any person to furnish to any other person who is under twenty-one (21) years of age by gift, sale or any other means, any tobacco product. It shall be an affirmative defense to a prosecution under this section that the person furnishing the tobacco product was presented with and reasonably relied upon a valid state driver's license or other government-issued form of photographic identification which identified the person receiving the tobacco product as being twenty-one (21) years of age or older.

(b) It is unlawful for any person under the age of twenty-one (21) to purchase or attempt to purchase any tobacco product.

(c) No retailer shall sell or permit the sale of any tobacco product by use of a vending machine or other coin-operated machine except at a location where persons under twenty-one (21) years of age are prohibited from entry.

(d) for purposes of this Section, "tobacco product" shall mean and include cigarettes, electronic smoking or vaping devices and:

(1) any other product that contains tobacco, nicotine, or synthetic nicotine products, or that is made or derived from tobacco, and that is intended or expected to be ingested, smoked, inhaled, placed in oral or nasal cavities, or applied to the skin of an individual, including but not limited to chewing tobacco and snuff ; the term also includes any component, accessory, part or paraphernalia, whether or not sold separately, used in the consumption of a tobacco product, such as filters, rolling papers, pipes or liquid used in an electronic smoking device; and

(2) any device that can be used to deliver tobacco or nicotine to the person inhaling from the device, including an electronic cigarette, cigar, cigarillo, or pipe.

Provided, however, that the term "tobacco product" does not include any product specifically approved by the United States Food and Drug Administration for use in reducing, treating or eliminating nicotine or tobacco dependence, or for other medical purposes, when such product is being marketed solely for such an approved purpose.

(e) Any person who sells or offers to sell any tobacco product shall display a warning sign as specified in this section. The warning sign shall be placed in a prominent location that is clearly visible at the location at which tobacco products are offered for sale, shall be at least 6 inches in height and 12 inches in width, and shall read as follows:

**WARNING**

**IT IS ILLEGAL FOR ANY PERSON UNDER TWENTY-ONE (21) YEARS OF AGE TO PURCHASE OR ATTEMPT TO PURCHASE CIGARETTES OR OTHER TOBACCO PRODUCTS AND, UPON CONVICTION, A FINE AND OTHER PENALTIES MAY BE IMPOSED.**

Section 2. Severability. If any section, paragraph, sentence, clause, or phrase of this ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town Council hereby declares that it would have adopted this ordinance and each part or parts hereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Safety Clause. The Town Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 4. Effective Date. This ordinance shall become effective in accordance with the Home Rule Charter of the Town of Frisco.

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

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

TOWN OF FRISCO, COLORADO

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

Attest:

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



**BOARD OF EDUCATION**

Ms. Sue Wilcox, President  
Dr. Bonnie Ward, Vice President  
Ms. Lisa Webster, Treasurer  
Ms. Terry Craig, Secretary  
Ms. Cindy Bargell, Director  
Ms. Tracey Carisch, Director  
Ms. Kate Hudnut, Director

Ms. Kerry Buhler, Superintendent

June 28, 2019

To Whom it May Concern,

The Summit School District is very supportive of local efforts to decrease the use of tobacco, including all nicotine products, especially among our youth. We look forward to partnering with Summit County Government and the Towns to identify creative and effective ways to address this community concern.

Please forward any questions or comments regarding the Summit School District's partnership related to tobacco and nicotine prevention efforts to Elizabeth Edgar, Summit School District Mental & Physical Health Coordinator at [elizabeth.edgarlowe@summitk12.org](mailto:elizabeth.edgarlowe@summitk12.org) or 970-485-3741.

Sincerely,  
*Elizabeth Edgar*  
Elizabeth Edgar





MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**

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

**RE: COMPREHENSIVE VISION AND PROJECT IMPLEMENTATION PLAN FOR THE PENINSULA RECREATION AREA (PRA)**

**DATE: AUGUST 27, 2019**

**Summary and Background:** The Town of Frisco budgeted for a new operations building at the Peninsula Recreation Area (PRA) in 2019, and approved a design/build contract with MW Golden Constructors by Resolution 19-16 on March 26, 2019.

On May 14, 2019, the scope, design, budget and challenges associated with this building were presented to Council. The costs of construction for the building exceeded budgeted amounts. In addition, concerns regarding the site location, current and future programming needs and the lack of a comprehensive vision for the PRA were brought forward and discussed. Council directed staff to pursue a more comprehensive planning effort before building any new amenities at the PRA.

The contract with MW Golden Constructors was terminated June 3, 2019, and the Request for Proposals (RFP) for a Comprehensive Vision and Project Implementation Plan for the PRA was issued on June 19, 2019.

Staff received five (5) bids for the project and interviewed all five (5) firms. A staff recommendation, resolution, and contract are before Council at this time.

**Analysis:** There have been a variety of planning efforts of the PRA over the years. In 2007, staff completed the PRA Land Use Plan and followed that with the 2009 PRA Design Plan prepared by DHM Design. As a result of this plan, the tubing hill was constructed and opened for business in December 2010, and the bike park was constructed and opened in the summer of 2011-2012.

In 2016, SE Group worked with staff, Council and the community to identify future amenities and needs at the PRA. They completed the PRA Potential Planning Elements Evaluation document and items for budgetary considerations were included in the 5-year capital fund. In 2017, Norris Design facilitated a charrette for site planning purposes at the PRA, which further outlined the placement of these new amenities. While there is value in each of these planning efforts, there is not one comprehensive plan and vision for the PRA at this time that reviews all these previous planning efforts and develops a long-term vision, resulting in a prioritized implementation plan for future construction projects at the PRA.

On June 19, 2019, staff released an RFP for a Comprehensive Vision and Project Implementation Plan for the PRA. Included in the RFP were the following details:

- This comprehensive plan will detail and map current and future land use allocations for operations, trails, pathways, parking, storage, recreation and services. It will include a specific and prioritized implementation framework for the Town to use over time.
- The interdisciplinary team should include consultants with expertise in the following areas: recreational facilities, operations and uses, large-scale public park planning, recreational and park planning operations, revenues, expenses and return on investment for implementation prioritization; facility conceptual design and construction cost estimation.
- The selected interdisciplinary team of consultants should be prepared to evaluate the entire facility from a holistic point of view considering current uses and facilities, previous ideas, desired future uses and intensities, and offer new and innovative recommendations.
- Define the Vision for the PRA. Review previous visions and goals and establish a refined vision for the PRA that is supportive and reflective of the 2019-2020 Council Strategic Plan.

All previous plans were shared with all the firms, including the plans mentioned on page 1 as well as the 2019 Frisco Nordic Center Master Development Plan, 2019 Frisco Parks Master Plan Survey, 2019 Summit County Fieldhouse Feasibility Study, the 2018 Frisco Bay Marina Master Plan and the 2017 Frisco Trails Master Plan. The recently adopted Community Plan will also be shared with the consultant team, as well as the Parks Master Plan once it too is adopted by Council.

Staff received five (5) bids, on or before July 25, 2019 (closing date), that ranged in price from \$89,995\* - \$143,928. Firms who submitted included:

Name of Bidder	Original Bid Amount	Revised Bid Amount
Logan & Simpson	\$119,900	\$119,900
Zehren & Associates	\$119,853	\$119,853
Green Play	\$89,995*	\$104,995*
Lose Design	\$136,045^	\$120,000^
CTA	\$143,928	\$143,928

\*Indicates that a revised bid amount was submitted. Town of Frisco staff made an inquiry to GreenPlay requesting that an architect be added to their team; this increased their project bid from \$89,995 to \$104,995. The fee increase comes from the following:

- One day on site visit to review existing indoor facilities and for assessment and code compliance
- Working with the GreenPlay team for suggestions for program updates and conceptual plan inclusions with one additional onsite day for discussions
- Potential rough conceptual costs for suggested indoor improvements

^ Indicates that a revised bid amount was submitted. Town of Frisco staff made an inquiry to Lose Design about a reduction in the initial project bid; they were able to reduce their fees from \$136,045 to \$120,000. The fee reduction comes from three primary areas:

- Reduced time for GIS services (there is a current GIS survey being done of the PRA)
- Reduced number of presenters at the final presentation to Town Council
- Adjusted tracking of Principal Involvement

Staff thoroughly reviewed all proposals and interviewed all five firms on August 6, 2019. Staff conducting the interviews included Nancy Kerry, Diane McBride, Joyce Allgaier, Jeff Goble and Linsey Joyce.

All five firms interviewed have applicable experience. One team rose to the top and staff is recommending moving forward at this time with a contract with Lose Design. See **Staff Recommendation** below for further details.

**Financial Impact:** As approved in the 2019 budget, \$1.7M was available for the PRA Reception/Offices/Storage/Caretaker Units in account 20-2000-5077. An additional \$500,000 was allocated for PRA Parking improvements, also in the capital account 20-2000-5077. Both these projects are on hold at this time.

Funding in the amount of \$120,000 for the PRA Comprehensive Vision and Project Implementation Plan would come out of this capital budget and reflected in both the 2019 and 2020 budgets.

**Alignment with Strategic Plan:**

Vibrant Recreation is one of the strategic priorities for Town Council; this includes evaluating current and future uses of the PRA. The recommended consulting team will evaluate the current facilities, amenities, programs and revenue streams; they will also seek additional opportunities for new revenue streams, futures uses of facilities and propose recommendations to present to Town Council for short and long term prioritization.

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

- They have the ‘package deal’, offering architectural, civil engineering, landscape architectural and planning services.
- They have a partnership with Sports Facilities Advisory (SFA) and Sports Facilities Management (SFM) that will benefit the project. SFA & SFM have experience in examining current revenue streams and developing new funding strategies. This aligns well with the Council’s high priority, per the 2019-2020 Strategic Plan, to identify new revenue streams.
- Relevant project experience that includes, but is not limited to: parks, community centers, ice facilities, master plans and feasibility studies.

Staff believes that Lose Design is the right choice for this project based on their parks, recreation, trail and community center experience. Their team of professionals is all “in-house” with the exception of the SFA/SFM consulting group. This “in-house” approach will make the communication and decision making processes easier and more efficient. After the initial interview with Lose Design and a more comprehensive understanding of the project, Town of Frisco staff inquired about a reduction in the initial project bid and Lose Design was able to reduce their fees from \$136,045 to \$120,000.

Staff recommends moving forward with a contract on the August 27<sup>th</sup> consent agenda with Lose Design for a price not to exceed \$120,000 for the Comprehensive Vision and Project Implementation Plan for the PRA.

**Reviews and Approvals:** This report has been reviewed and approved by:

Bonnie Moinet, Finance Director - Approved

Nancy Kerry, Town Manager - Approved

**Attachments:**

Attachment 1: Lose Design Slideshow Presentation

Attachment 2: Adjusted fee for Comprehensive Vision and Project Implementation Plan

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 19-29**

A RESOLUTION AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THAT CERTAIN AGREEMENT FOR THE COMPREHENSIVE VISION AND PROJECT IMPLEMENTATION PLAN SERVICES FOR THE PENINSULA RECREATION AREA WITH LOSE DESIGN, IN AN AMOUNT NOT TO EXCEED \$120,000.00.

WHEREAS, the Town Council has determined that a Comprehensive Vision and Project Implementation Plan of the Peninsula Recreation Area (PRA) is in the community's best interest; and

WHEREAS, pursuant to Chapter 9 of the Code of Ordinances of the Town of Frisco, Town staff released a Request for Proposals (RFP) for the Comprehensive Vision and Project Implementation Plan for the PRA on June 19, 2019, with proposals from qualified firms due on July 25, 2019; and

WHEREAS, the Town of Frisco received five (5) bids, on or before July 25, 2019; and

WHEREAS, the Town of Frisco interviewed all five (5) teams on August 6, 2019; and

WHEREAS, the Town Council has reviewed the report of Ms. Linsey Joyce, Recreation Programs Manager, concerning the bid amounts, the interviews conducted, the recommendation of the interview committee and the reasons for that recommendation; and

WHEREAS, based upon that review, the Town Council has determined that it is in the best interests of the Town to enter into an agreement for Comprehensive Vision and Project Implementation Plan Services with Lose Design; and

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

The Mayor and Town Clerk are hereby authorized to execute the attached Agreement for Comprehensive Vision and Project Implementation Plan Services with Lose Design, at a cost, as set forth therein, not to exceed \$120,000.00.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 27<sup>TH</sup> DAY OF AUGUST, 2019.

Town of Frisco, Colorado:

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

ATTEST:

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



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

THIS AGREEMENT ("Agreement"), made this 27<sup>th</sup> day of August 2019, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Lose & Associates, Inc. DBA Lose Design, a C Corporation, as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

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

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

Section 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before March 31, 2020. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO.

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

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

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

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

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

Section 2.2 Oversight: All of the work associated with the Project shall be performed under the direction of Linsey Joyce, Recreation Programs Manager; 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 TWO MILLION DOLLARS (\$2,000,000) 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. All insurance policies must be written by a reputable insurance company with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado.

(g) Prior to commencement of this Agreement, CONTRACTOR shall provide FRISCO with a certificate of insurance completed by CONTRACTOR's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide

that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

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

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

(i) The parties hereto understand and agree that FRISCO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 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:  
Town of Frisco  
P.O. Box 4100  
Frisco, Colorado 80443  
Attn: Linsey Joyce  
[linseyj@townoffrisco.com](mailto:linseyj@townoffrisco.com)

CONTRACTOR:  
Lose Design  
8354 Northfield Boulevard Bld. G, Suite 3700  
Denver, CO 80238  
Bram Barth  
[bbarth@lose.design](mailto:bbarth@lose.design)

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

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

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

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

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

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

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

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

**ARTICLE V**  
**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: Gary Wilkinson  
Title: Frisco Mayor

Attest:

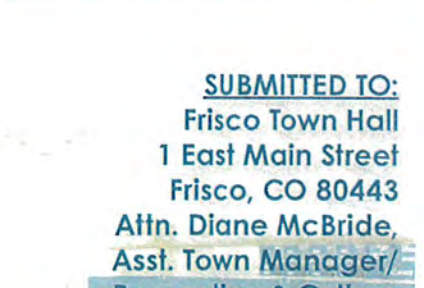
\_\_\_\_\_  
Deborah Wohlmuth, Town Clerk

CONTRACTOR

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

**ATTACHMENT A**  
**SCOPE OF SERVICES**





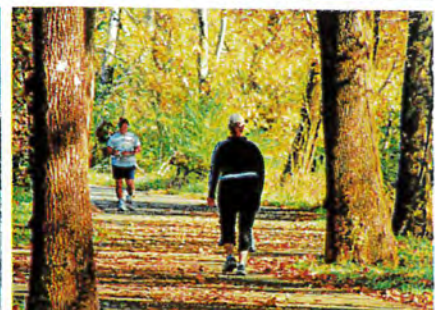
**SUBMITTED TO:**  
 Frisco Town Hall  
 1 East Main Street  
 Frisco, CO 80443  
 Attn. Diane McBride,  
 Asst. Town Manager/  
 Recreation & Culture  
 Director

**DUE DATE:**  
 July 25, 2019

**TIME:**  
 3:00 p.m.

**LOSE**  
**DESIGN**  
 SPACES FOR LIFE.

**COMPREHENSIVE VISION AND  
 PROJECT IMPLEMENTATION PLAN**



**TOWN OF FRISCO, COLORADO**



**TAB 1) LETTER OF COMMITMENT/  
UNDERSTANDING THE PROJECT**

**TAB 2) PROPOSER QUALIFICATIONS**

**TAB 3) METHODS AND PLAN DEVELOPMENT**

**TAB 4) ADDITIONAL ITEMS**

**TAB 5) SCHEDULE**

**TAB 6) SCHEDULE OF RATES**







LETTER OF COMMITMENT/  
UNDERSTANDING THE PROJECT

TAB 1

TAB

1





July 23, 2019

Frisco Town Hall  
1 East Main Street  
Frisco, CO 80443  
Attn: Diane McBride, Assistant Town Manager/Recreation & Culture Director

**RE: Comprehensive Vision and Project Implementation Plan for the PRA**

Dear Ms. McBride and selection committee members,

Lose Design is pleased to present our proposal to the Town of Frisco in response to the Request for Proposals for the Comprehensive Vision and Project Implementation Plan for the PRA. As an integrated, multi-disciplinary design firm with over 35 years of experience designing Spaces For Life, we have completed **900+ parks and recreation projects for communities across the United States**. As a national leader in the design and development of park and recreation facilities, we understand the nuances and intricacies associated with these spaces and are confident in our abilities to meet your needs. We understand the required services outlined in the RFP, and we look forward to delivering a product that will address the current and future recreational needs of the community.

For this project, **Lose Design** will be the prime firm providing project management, planning, and design services. We have also enlisted the expertise of long-time consultant **Sports Facilities Advisory (SFA)** to provide an operational needs and finance analysis of the current facilities and an assessment of future needs, costs, and potential additional revenue streams to the PRA. With our extensive park and recreation experience coupled with SFA's recreation facility analysis expertise within the greater Denver area, we believe our team will be of great value to this project.

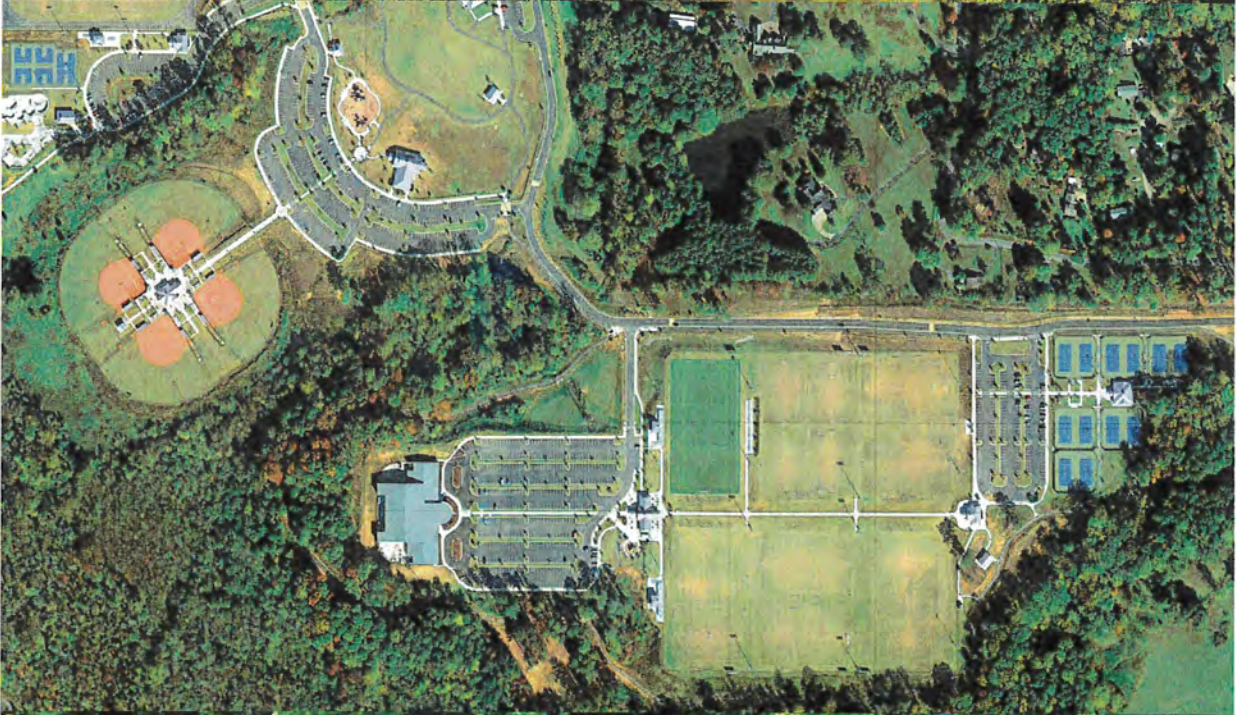
As the Project Manager, I will be the main point of contact for the Town and will be managing the project and team on a day-to-day basis, allocating staff and resources, and will also manage the project schedule and budget. My goal for this and every project is to see the project delivered successfully and for our clients to find the entire process a pleasing experience. Your success is our success, and any actions or recommendation made throughout this project will be made in the best interest of the Town of Frisco.

On behalf of our team, I thank you for the opportunity to submit our proposal and I look forward to working with you on this exciting project. If you have any questions or require any additional information, please do not hesitate to contact me at (615) 767-5822 or bbarth@lose.design. I look forward to speaking with you soon!

Sincerely,

Bram Barth, PLA, ASLA, QHP-IT  
Associate Vice President - Landscape Architecture  
Western Region Office Manager  
Lose Design | www.lose.design





TAB

# 2 PROPOSER QUALIFICATIONS

TAB 2

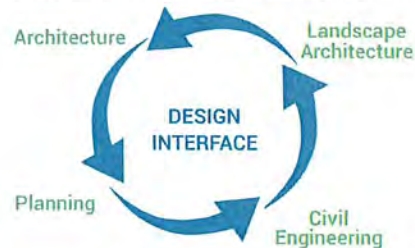


## FIRM PROFILE



**Lose Design is an award winning design firm** that has been committed to bringing our clients' visions to reality for over 35 years. Our firm's reputation is built on superior service and exceptional performance in delivering projects on time and within budget. As evidenced by clients who return to us time and again, Lose Design is a trusted comprehensive design service provider that consistently satisfies our clients' needs with timely, targeted, and unified services to successfully bring their visions to reality.

We offer a full range of professional **architectural, civil engineering, landscape architectural, and planning services**, all in house, ensuring a more efficient design process for our clients. Because members from all of our design disciplines regularly participate on our projects, our projects are more likely to be strongly coordinated in the fine details of design. Our reputation is built on exceptional performance in delivering projects on time and within budget, on preparation of detailed opinions of probable cost, strategic and comprehensive scheduling and detailed construction administration.



**Lose Design excels at distinctive, efficient and effective design.** We approach each job with the needs of both the client and the community in mind – achieving a balance amongst budget, use and aesthetics. Our multi-disciplinary team looks at all aspects of a project, ensuring that interior and exterior elements flow and function as one and complement their surroundings. When planning site and structure improvements, we also take into account safety issues, traffic flow, energy efficiency, ADA accessibility and the use of low-cost, durable materials.

**When we say we specialize in park and recreation design and engineering, we back it up with the fact that over the years, 70% of our firm's total revenue is from park and recreation projects.** Park and recreation design services are not a sideline to a larger architecture or engineering practice. Park and recreation staff do not work in a park-studio, separate from the main staff of the company. Our landscape architects, engineers and architects who work on park projects are the main staff of our company. As we like to say, "there is not a day that goes by that we are not working on a park project."



# FIRM PROFILE

Through the years, our firm has supported the field of park and recreation design in many ways including:

- Firm founder David Lose served as chair of the National Recreation and Park Association
- President Chris Camp served on committees for the National Recreation and Park Association
- Chris Camp and Whit Alexander regularly meet with the staff of US Members of Congress to support legislative action funding park and recreation initiatives
- Chris Camp and Whit Alexander are regularly invited to speak at state and national level park and recreation conferences, and have even presented thought leadership at international conferences



Over **900** Parks and Recreation Projects



Staff of **50+**

Established **1982**

Over **100** parks and recreation master plans



We retain LEED® Accredited Professionals in all disciplines



Created comprehensive planning documents for parks and recreation facilities valued at over **\$2 billion**



**100+** miles of built trails

Developed construction documentation for over **\$400 million** of built facilities

Licensed in **26 states**



## PROPOSER QUALIFICATIONS

**Lose Design has completed master plans for a wide range of facilities and has established a reputation as a leader in the field.** In the past ten years alone, our firm has developed planning documents for mixed-use parks and recreation facilities valued at over \$2 billion and construction documentation for over \$400 million of built facilities. Park and recreation master plans are a specialty of Lose Design; we have completed over 100 master plans for cities and counties across the United States, for communities as small as 10,000 to metropolitan areas of over 1,000,000.

In working in communities of varying sizes, locations and budgetary constraints, we have become familiar with a wide range of design approaches and construction techniques. We have worked a wide range of park projects for clients with large and small budgets and have led numerous projects funded by both local and federal funding. Because we are typically involved in all aspects of park development, from master planning through construction, we are adept at evaluating construction costs and offering alternative construction and engineering solutions to meet the needs of our clients.

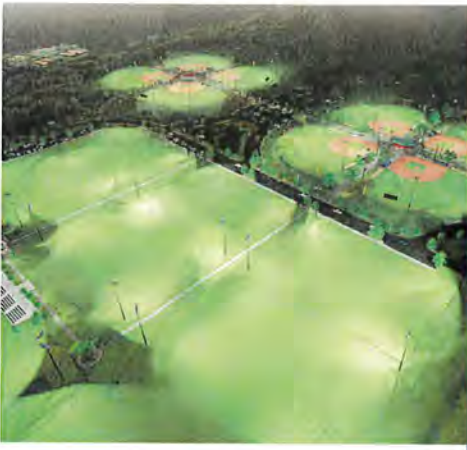
**On the following pages we have provided of our relevant project experience and team member resumes for your review.**

## COMMUNITY ENGAGEMENT

Lose Design staff members have been involved in hundreds of community engagement activities across the Country. Whether it is leading a public meeting or working with a focus group, our staff understand how to facilitate meetings to keep them on track and to encourage honest and constructive discussions. Our goal is to create a setting that, no matter the format of the engagement, focuses on the topic at hand, results in tangible outcomes and can be used to shape recommendations made by our planning or design teams. Some of the methods we use for public engagement include:

- Interactive/Activity-Based Community Meetings
- Open Houses
- Pop-up Meetings
- Community Demand Surveys
- Web-Based Input Portals
- Strategic Planning Sessions
- Digital Media Presentations
- Print Media Presentations
- Individual & Group Interviews

We believe that community engagement is critical to creating positive outcomes for all our projects and that it enables our designers to provide our clients with the best recommendations for moving projects forward.





## NASHVILLE, TN

**Client:** Metropolitan Government of Nashville & Davidson County

**Role:** Architect, Landscape Architect, Civil Engineer

**Certified:** LEED Gold Certified

**Contact:** Mark Bradfield, Park Planning | Phone: 615-862-8400 | Email: mark.bradfield@nashville.gov

In early 2013, the Metropolitan Government of Nashville & Davidson County, Tennessee conducted a qualifications-based competition to convert an underutilized suburban retail mall into the new Southeast Regional Community Center, Branch Library and Park. The project was awarded to the design-build team led by local contractor, American Constructors, Inc. and principal design firm, Lose Design with library consultant, HBM Architects.

New programming for the facility includes a 79,000 SF LEED® Gold branch library and community center. The state-of-the-art library features designated children and youth areas, computer work stations, a community room and café. The community center includes a new gymnasium with fitness areas, an elevated walking track, and green roof with a rooftop terrace. As part of the project, a new 3.5 acre park replaced an asphalt parking lot. The park includes a quarter mile walking trail with six fitness stations along the eight-foot wide path and playground.

This project is a renovation of an existing anchor tenant at a regional retail mall. Substantial structural and utility adjustment to the existing systems were necessary to convert a 2-story retail anchor to a 3-story multi-use municipal center. This includes internal future tenant expansion and vertical expansion through the roof for the new gymnasium.

In addition to the new community center, library and park, the Ford Ice Center, an 86,000 SF LEED® Gold building, is part of this new recreation campus. This facility includes two ice rinks for recreational skating, hockey leagues and figure skating. The building also houses staff offices, skate rental center, a pro-shop with equipment repair center, a video training room and elevated viewing room, and a full service concession facility. The facility manager of the Ford Ice Center is the Nashville Predators, Nashville's National Hockey League (NHL) team.

## SOUTHEAST COMMUNITY CENTER, BRANCH LIBRARY, PARK AND FORD ICE CENTER





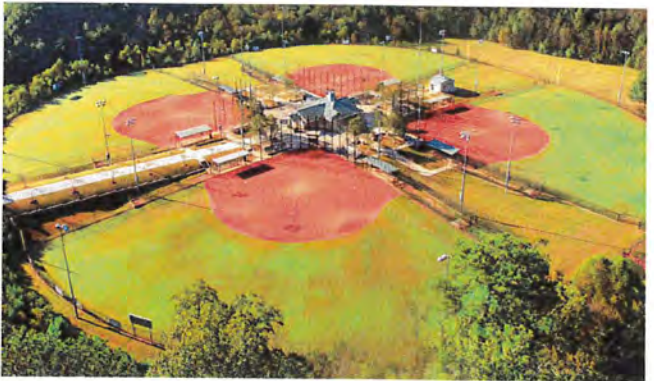
# FORSYTH CO., GA

**Client:** Forsyth County Parks and Recreation Department  
**Role:** Planner, Landscape Architect, Civil Engineer, Architect  
**Contact:** Jim Pryor (Director of Parks & Recreation)  
Phone: 770-781-2215 | Email: tjpryor@forsythco.com

Lose Design was selected by Forsyth County to develop a recreational use master plan for its 277-acre Fowler property. Several public input meetings were held, and the design evolved into a final master plan that reflected the County's desire to avoid impacts to the site's vast wetlands, mature tree stands, and concerned neighboring homeowners. We prepared an inventory of the physical and environmental features of the site in order to identify the presence of any wetlands, potential sites for recreational amenities, any threatened or endangered species habitats, viewsheds, etc., as well as to determine regulatory measures that could impact park development. We also conducted a public-input process and worked with a steering committee. The final master plan identified over \$36 million in potential site improvements recommended for phased implementation.

Lose Design was then retained to develop the construction documents and provide construction administration services for a first \$13 million phase of development, which opened in 2011.

## TAB 2) PROPOSER QUALIFICATIONS



## FOWLER PARK





# MORRISTOWN, TN

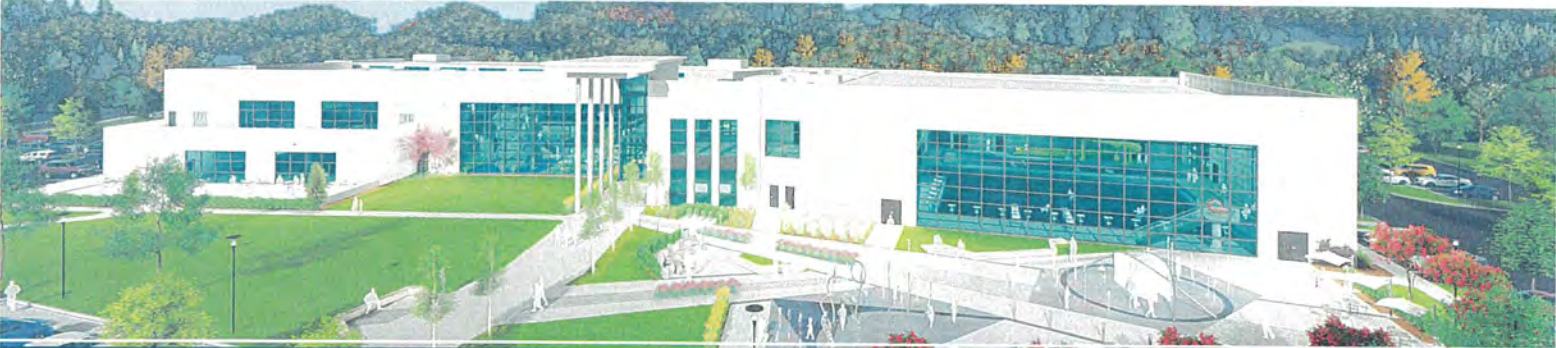
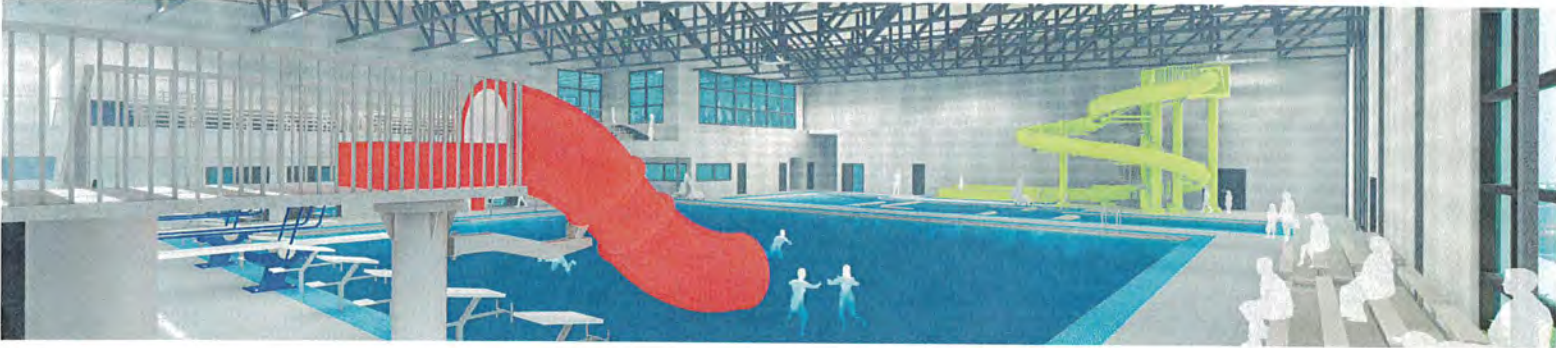
**Client:** City of Morristown  
**Role:** Architect, Landscape Architect, Civil Engineer  
**Contact:** Joey Barnard, Asst. Community Admin.  
**Phone:** 423-585-4614 | **Email:** jbarnd@myMorristown.com

Lose Design was selected in 2016 by the City of Morristown to develop a feasibility study for a new recreation center. Working with Sports Facilities Advisory (SFA), we developed a full operational study for the center along with concepts plans for both the building and site development. Working with a staff committee, plans were developed that call for a 6-court gymnasium, indoor aquatic facilities, wellness center, climbing walls, multi-purpose program rooms and a community banquet facility. Staffing projections were developed along with operational cost and revenue projections were developed to help guide the city on the overall size and makeup of the center. Development cost were also developed to aid in development of funding strategies by the city.

In 2018 the city secured initial funding for the 23-million-dollar project and commissioned Lose Design to advance the project to a schematic level of construction documents. Lose Design is currently working on the schematic plans for the project. Opinions of probable cost are being updated as part of the design process and will be presented to the city council in the spring of 2019 for approval.



## MORRISTOWN COMMUNITY CENTER





# WARREN COUNTY, KY

**Client:** Warren County

**Role:** Conceptual Plan Development, Project Manager

**Contact:** Chris Kummer, Executive Director | Phone: 270-791-1860 | Email: chris.kummer@ky.gov

Lose Design was selected in February of 2019 to provide Warren County Kentucky with a needs assessment and feasibility study for a proposed new Indoor Ice Rink and Tennis/Pickle Ball Facility located in Warren County, Kentucky. The assessment and study will be used to determine how to best prioritize the planning, funding and the feasibility of creating these new facilities.

Lose Design, working in conjunction with SFA, has conducted initial interviews, workshops with County staff, and public input meetings in addition to reviewing existing data, providing a market analysis and site evaluations, and an in-depth strategy session with County staff. The pro forma, economic impact study, and the evaluation of the viability of developing and operating the facilities as a County-run operation is currently in progress.

As part of the study, Lose team members evaluated existing properties owned by the county and privately owned properties to determine which sites would meet the space needs requirements as well as provide good overall access to residents. Other factors considered in the site selection process included surrounding land uses, access to existing utilities and suitability of roadway systems that served each site. Using conceptual floor plans developed Lose, site concepts were developed and presented to the public to get their input on the most desirable sites for development.

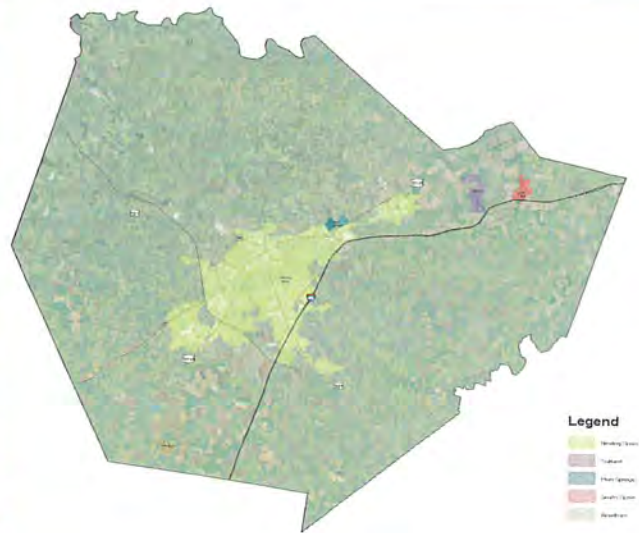
Another key to the project is the development of the pro formas, which will outline the development cost for the facilities and the associated operational cost and revenue projections for each facility, as well as the economic impact projects that will be developed to determine which facilities would provide the most economic impact to the County. Lose Design and SFA will present the final findings to the County in May 2019.

## WARREN COUNTY INDOOR ICE RINK AND TENNIS/PICKLE BALL FACILITIES FEASIBILITY STUDY

Warren County Facility Site Evaluation



Warren County Facility Site Evaluation



**Legend**  
Working Forest  
Urban  
Other Special  
Limited Open  
Woodland



## LOUDOUN CO., VA

**Client:** Loudoun County, Virginia

**Role:** Architect, Landscape Architect, Planner

**Contact:** Jeremy Payne, Deputy Director of Parks & Rec.  
Phone: 703-777-0558 | Email: jeremy.payne@loudoun.gov

In the fall of 2015, Lose Design, was selected to develop construction drawings for the new Hal and Berni Hanson Regional Park in Loudoun County, Virginia. This 250-acre regional park will feature both natural and artificial turf multi-purpose rectangle fields, a baseball/softball complex, cricket field, and tennis courts. In addition to athletic fields, the park will have two amphitheaters, two dog parks, a large splash pad, two playgrounds, basketball court, skate park, and disc golf course. Passive park facilities will include a nature center, a lakeside lodge, and paved and natural surface trails.

A home on the National Register of Historic Building is also being renovated as part of the project. Five existing lakes on the property are being restored and will be used for irrigation of the park. The project budget is \$85,000,000. The design has been completed and construction commenced July 2019.

### TAB 2) PROPOSER QUALIFICATIONS



## HAL AND BERNI HANSON REGIONAL PARK





# HENDERSONVILLE, TN

**Client:** Hendersonville Rotary Foundation -Mary's Magical Place  
**Role:** Landscape Architect, Planning  
**Contact:** Carol Ernst, Volunteer Committee Head  
**Phone:** 615-478-4777 | **Email:** cdernst@comcast.net

Lose Design was selected to provide landscape architecture and planning services for the new all-inclusive playground, Mary's Magical Place. The goal of the all-inclusive playground is to allow children of all abilities the opportunity to have fun, learn and engage with each other. The park was named in memory of Mary McAuley, a wheelchair bound, non-verbal special needs child that touched the lives of many in the community. Various park materials, labor and even the land were donated.

Park features include shade structures, ADA ramps, ADA rubber surfacing, glider, Liberty Swing and the "Mary"-Go-Round which allows access without transfers from wheelchairs. Additional playground features include a We-Saw, Omni Spinner, Oodle Swing, accessible musical instruments and other elements for non-verbal children.

## TAB 2) PROPOSER QUALIFICATIONS



## MARY'S MAGICAL PLACE





## GWINNETT CO., GA

**Client:** Gwinnett County Department of Community Services  
**Role:** Landscape Architect, Architect  
**Contact:** Mr. Phil Hoskins (Director) | Phone: 770-822-8840  
**Email:** phil.hoskins@gwinnettcountry.com

Duncan Creek Park is a 109.66-acre community park designed to provide a wide variety of services to the citizens of northeast Gwinnett County. In early 2004, our firm began working on the park's master plan, which incorporated a range of active recreation opportunities on the site's more developable land, as well as a few passive recreation facilities located in the more sensitive areas of the site. Detailed grading studies were performed to ensure that the earthwork cut and fill would balance during construction. Flood plain analyses were performed in order to select the best circulation patterns and stream crossing locations.

Three conceptual plans were presented to the County. Lose Design was selected to continue a majority of the park development into construction drawings.



## DUNCAN CREEK PARK





## LOWNDES CO., GA

**Client:** City of Valdosta-Lowndes County

**Role:** Planner

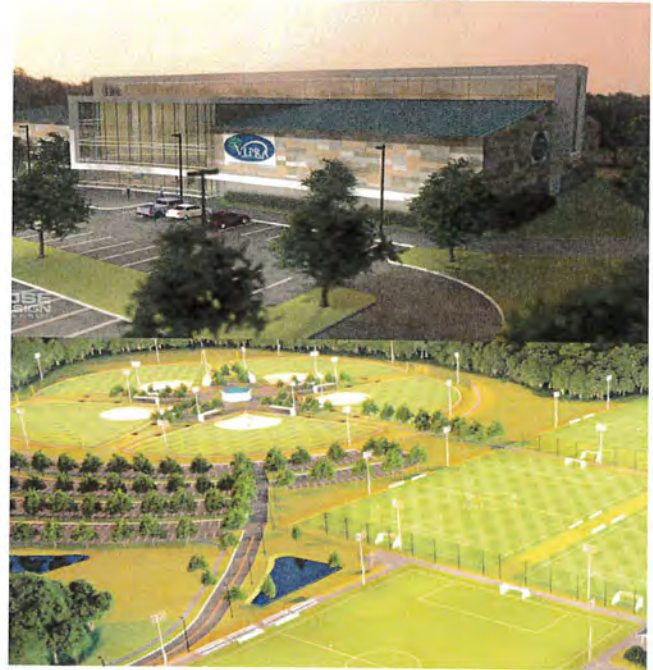
**Contact:** Mr. George Page (Director)

**Phone:** 229-259-3507 | **Email:** gpage@vlpra.com

The comprehensive master plans included demographic analysis, community input, facility condition and maintenance analysis, departmental organization and funding, program analysis and recommendations, land acquisition needs, and capital funding options. The original plan resulted in the formation of a separate recreation authority with oversight by both the City of Valdosta and Lowndes County, and the updated plan provide new recommendations based on a changing economic and demographic condition.

Additionally, Lose Design completed plans for North Lowdes Park and Soccer Complex. The space features 5 baseball fields, 9 multi-purpose/soccer fields. Additionally it has a concrete skatepark, recreation and community center, playground, and a paved trail network.

### TAB 2) PROPOSER QUALIFICATIONS



## VALDOSTA-LOWNDES COUNTY COMPREHENSIVE PARKS & RECREATION MASTER PLAN UPDATE



**LOSE  
DESIGN**  
SPACES FOR LIFE



## NASHVILLE, TN

**Client:** Metropolitan Government of Nashville & Davidson County

**Role:** Architect, Landscape Architect, Civil Engineer

**Certification:** LEED Gold (Projected)

**Contact:** Mark Bradfield, Park Planning | Phone: 615-862-8400 | Email: mark.bradfield@nashville.gov

Lose Design along with American Constructors was select to design and build a new 30 million dollar ice center and community center. The ice center is a partnership between the Metro Nashville Parks Department and the Nashville Predators who will be the operator of the project. The community center will be operated by Metro Nashville Parks Department. The ice center will feature two NHL regulation size ice rinks that will serve the community's growing hockey leagues and figure skating programs. One ice rink will have seating for 1000 spectators and the other will have seating for 500 spectators. Support facilities for the ice center include skate rental facility, locker rooms, training room, a retail center, restaurant and administrative offices. The community center will feature a gymnasium, wellness center, an art activity center, multi-purpose program rooms, indoor walking track, locker rooms and administrative offices.

## BELLEVUE COMMUNITY CENTER & ICE FACILITY





# MURFREESBORO, TN

**Client:** City of Murfreesboro

**Role:** Landscape Architect, Civil Engineer, Architect

**Contact:** Mr. Lanny Goodwin (Director of Parks & Recreation - City of Pigeon Forge, Formerly with the City of Murfreesboro)

Phone: 865-429-7373

Email: lgoodwin@cityofpigeonforgetn.gov

Lose Design produced a master plan and construction documents for the development of a regional tournament soccer complex on the site's 130 acres. Included in this design were all of the necessary roads and parking for the entire complex, utilities and infrastructure, grading and storm water management, two different concessions / restroom buildings with meeting rooms and seven picnic pavilions of various sizes (some with restrooms). Complete irrigation and sports lighting plans were developed for 15 regulation soccer fields, including a center championship field with spectator seating for 1,200. Also included was a community park facility with volleyball courts, basketball courts, playground area and multi-purpose trails. A construction contract for \$12 million was awarded in the fall of 2004, Phase I opened in the summer of 2005 and Phase II opened in the summer of 2006.

## TAB 2) PROPOSER QUALIFICATIONS



## RICHARD SIEGEL PARK





## NASHVILLE, TN

Client: Metropolitan Nashville Parks and Recreation

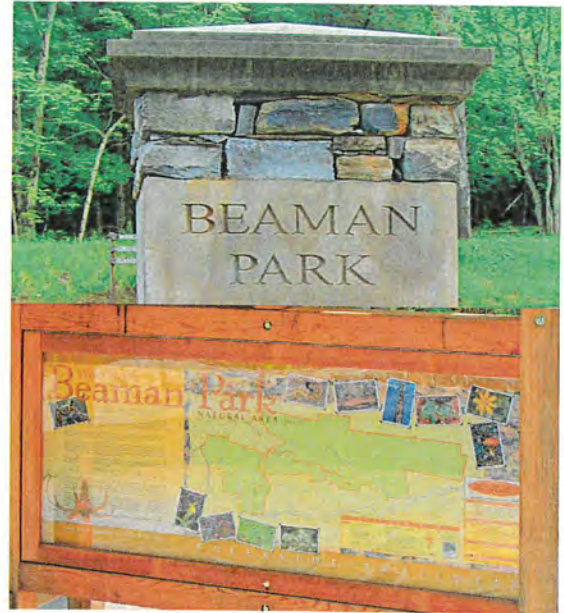
Role: Landscape Architect, Civil Engineer, Architect

Contact: Ms. Shain Dennison (Greenways Director)

Phone: 615-862-8400; Email: shain.dennison@nashville.gov

This 1,500-acre park, located in the rolling forested terrain of northwest Davidson County, provides unique opportunities for environmental education and primitive hiking experiences. Lose Design designed the park's initial master plan in 1996 and performed updated planning for implementation in 2003. Public input and careful environmental analysis led to the plan's recommended locations for the nature center and trail network. Site challenges included design for roads approaching 18% slopes. The first phase of construction included site roads, parking and trailheads (including wayfinding signage and trailhead marker structures) for the park's natural-surface trail network. The completed park celebrated its grand opening in the spring of 2005 and was highlighted by Metro Nashville's ADA code enforcement agency as a model project. The design for Beaman Park also won an ASLA Honor Award in 2006, with special recognition of its commitment to accessible design.

### TAB 2) PROPOSER QUALIFICATIONS



## BEAMAN PARK





## KINGSPORT, TN

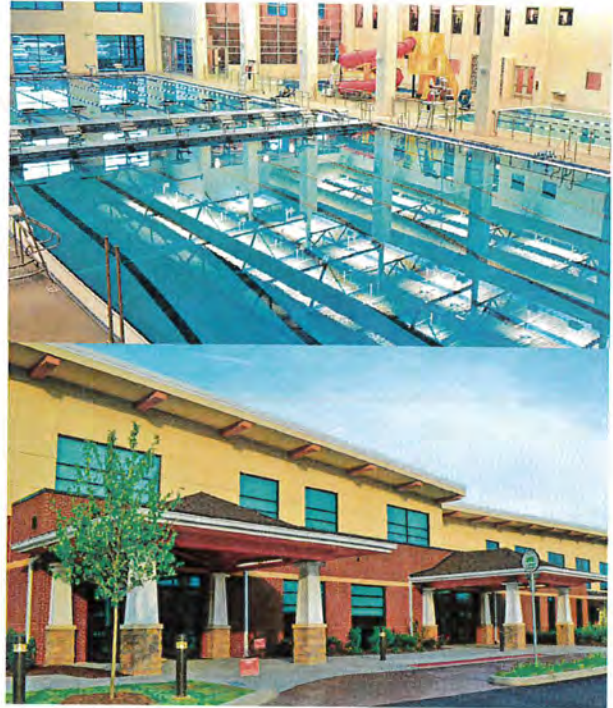
**Client:** City of Kingsport

**Role:** Architect, Landscape Architect, Civil Engineer

**Contact:** Chris McCart | Phone:423-229-9430

**Email:** mccartt@ci.kingsport.tn.us

The City of Kingsport desired to develop a year-round aquatic facility that could also serve as a competition venue to host swim meets and increase tourism. The Greater Kingsport Family YMCA had plans for new recreation facilities that would offer the citizens of Kingsport and the surrounding area wellness/fitness training opportunities. In a wise collaborative effort, the City of Kingsport and the Greater Kingsport Family YMCA developed a partnership, and utilized a donated property from Eastman Chemical Company. The overall master plan for the facility has been developed to allow for both aquatic and wellness facilities to be expanded in the future. Lose Design was the prime designer for this two-in-one, \$23 million project. Our firm developed preliminary and final designs, construction documents, bidding documentation, and cost estimates. We also provided project coordination and construction services for the facilities.



## KINGSPORT AQUATIC CENTER & THE GREATER KINGSPORT FAMILY YMCA





## GWINNETT COUNTY, GA

**Client:** Gwinnett County Department of Community Services

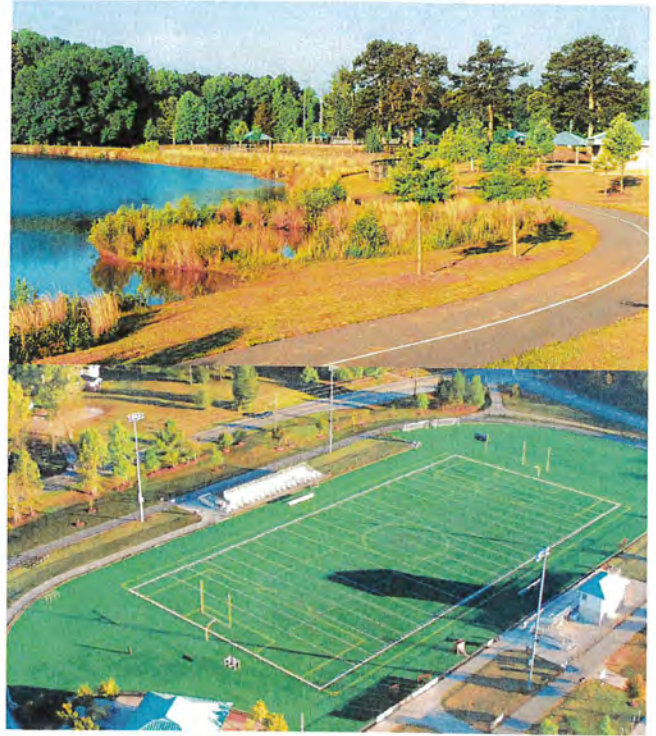
**Role:** Planner, Landscape Architect, Architect, Civil Engineer

**Contact:** Grant Guess, Gwinnett County Dept. of Community Services Parks & Recreation Project Admin. Division Director

Phone: 770-822-8855 | grant.guess@gwinnettcounty.com

Working with both Gwinnett County staff and a steering committee of interested citizens, Lose Design first developed the master plan for this park. Besides the facilities that were developed in the first phase, the overall master plan included the expansion of an existing soccer complex, a separate area for an outdoor aquatic center, and several more large picnic and playground areas. After the master plan was complete, Lose Design then prepared construction documents and performed construction administration for the first phase of development.

### TAB 2) PROPOSER QUALIFICATIONS



## RABBIT HILL PARK

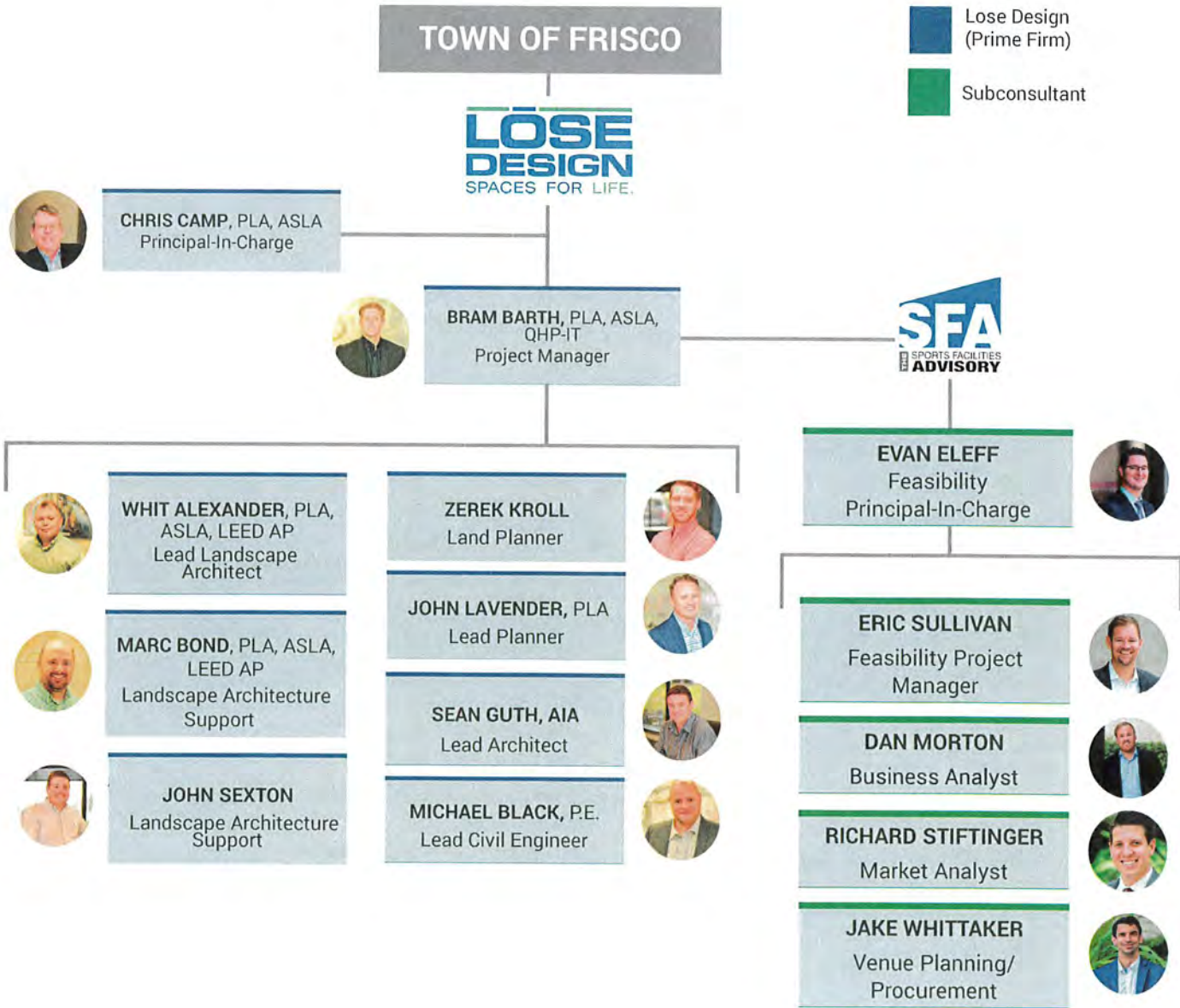




# TEAM MEMBERS

For this project, we have selected the following team members for their skill sets and prior experience working on similar projects. The organizational chart below depicts roles and lines of authority. Additional team background information is provided on the following pages for your review.

Lose Design maintains a staff of over 50 members, which includes landscape architects, planners, architects, civil engineers, and support staff. Our professionals work across our four offices, which are located in Denver, Colorado; Nashville, Tennessee; Knoxville, Tennessee; and Atlanta, Georgia. Our size allows us to design projects from small private developments to large public projects, but remain nimble enough to be responsive to our clients' needs. Additional staff will be available should there be an increase in project scope.







**PRINCIPAL-IN-CHARGE**

**REGISTERED LANDSCAPE ARCHITECT IN THE STATE OF**

- Denver (License No. 861) and 22 other states

**PROFESSIONAL CERTIFICATIONS**

- CLARB Certified Landscape Architect

**PROFESSIONAL AFFILIATIONS**

- ASLA - American Society of Landscape Architects  
Tennessee State President 1993  
Distinguished Service Award 1994
- TRPA - Tennessee Recreation and Parks Assoc., Southern Region Citizen
- Representative to the National Recreation and Parks Association, 2007–2011
- NRPA, National Recreation and Park Association, National Forum, 2005–2011  
Chair of the Diversity Committee, 2010  
Board Nominating Committee, 2006–2010  
Awards Committee, 2008

**PROFESSIONAL EXPERIENCE**

- Lose Design, 1985 - Present
- BWSC, 1984 - 1985

**COMMUNITY INVOLVEMENT**

- Youth Sports Coach
- Cheatham County Parks Board Member
- Chaired Church Committees, including:  
Board of Trustees, Worship, Pastor Parish
- Habitat for Humanity (home builds)
- Adopt-a-Stream - Stones River Cleanup
- Second Harvest Food Bank (food drives)
- St. Luke's Community House Adopt-A-Family Program

**TAB 2) PROPOSER QUALIFICATIONS**

**CHRIS CAMP**

PLA, ASLA

CHRIS CAMP, PLA, ASLA, is President and CEO of Lose Design. He holds a Bachelor of Landscape Architecture degree from the University of Arkansas. While many professionals specialize in a particular practice area, Chris has remained a generalist in the field of landscape architecture by practicing in many different areas. His project experience includes development of over 60 comprehensive park systems master plans, community-wide greenway and open space master plans, regional park and community park master plans, and construction documents for over \$400 million in park facilities throughout the country. Chris' many years of designing parks and trails have given him a familiarity with phasing strategies that can be implemented with reasonable accuracy. He is experienced in all phases of park and trail design, from routing plans to property acquisition. He is also a masterful public forum facilitator with a warm style that puts an audience at ease. His depth of experience is apparent in the confidence with which he leads the communication process.

**KEY PROJECT EXPERIENCE**

- SOUTHEAST COMMUNITY CENTER, LIBRARY, PARK, & FORD ICE CENTER**  
Antioch, TN
- MORRISTOWN COMMUNITY CENTER**  
Morristown, TN
- HAL AND BERNI HANSON REGIONAL PARK**  
Loudoun County, VA
- FOWLER PARK**  
Forsyth County, GA
- BEAMAN PARK MASTER PLAN**  
Nashville, TN
- RIDLEY PARK SPORTS COMPLEX**  
Columbia, TN
- RICHARD SIEGEL PARK**  
Murfreesboro, TN  
Nashville, TN
- BELLEVUE ICE CENTER & COMMUNITY CENTER CONSTRUCTION PLANS**  
Nashville, TN
- CHESTER FREEMAN WELLNESS CENTER**  
Cullman, AL
- REDAN COMMUNITY CENTER**  
DeKalb Co., GA
- RABBIT HILL PARK**  
Gwinnett County, GA





**PROJECT MANAGER**

**REGISTERED LANDSCAPE ARCHITECT IN THE STATE OF**

- Illinois (License No. 157-001261)
- Tennessee (License No. 1045)

**PROFESSIONAL AFFILIATIONS**

- American Society of Landscape Architects, Treasurer
- Nashville Civic Design Center
- Cumberland River Compact
- U.S. Green Building Council
- Illinois Landscape Contractors Association
- Midwest Ecological Landscape Alliance
- Openlands Project
- Prairie Rivers Network
- Chicago Wilderness
- Friends of the Chicago River

**PROFESSIONAL EXPERIENCE**

- Lose Design, 2013 - Present
- WRD Environmental, Inc., 2005 - 2013

**COMMUNITY INVOLVEMENT**

- Harpeth River Cleanup Volunteer
- Green Tech University
- Kane County Forest Preserve Work Day Volunteer

**TAB 2) PROPOSER QUALIFICATIONS**

**BRAM BARTH**

PLA, ASLA, QHP-IT

**BRAM BARTH, PLA, ASLA, QHP-IT** is an Associate Vice President of Landscape Architecture and the firm's Denver Office Manager. He obtained his Bachelor of Landscape Architecture from Ball State University with emphasis on Natural Resources and Environmental Management. Bram also earned a Master of Landscape Architecture from the University of Illinois at Urbana-Champaign, where his studies focused on Ecological Design and Technology. His thesis work explored how modern technologies and innovative design strategies assist in generating more effective design results. Bram previously worked for WRD Environmental, Inc., a Chicago-based ecological consulting firm. During that time, Bram successfully guided multiple sustainable projects through the planning and design process, as well as coordinated their installation. He also represented the company at multiple conferences and symposiums, offering presentations on sustainable design.

**KEY PROJECT EXPERIENCE**

**SOUTHEAST COMMUNITY CENTER, LIBRARY, PARK, & FORD ICE CENTER**

Antioch, TN

**HAL AND BERNI HANSON REGIONAL PARK**

Leesburg, Virginia

**FAYETTEVILLE REGIONAL PARK, PHASE 1**

Fayetteville, AR

**MCKNIGHT PARK RENOVATION**

Murfreesboro, TN

**METRO WEST PARK DESIGN**

Nashville, Tennessee

**PLEASANT VIEW COMMUNITY PARK, PHASE 2**

Pleasant View, TN

**OLD FORT PARK INDOOR TENNIS COMPLEX**

Murfreesboro, TN

**TINSLEY PARK MASTER PLAN**

Cleveland, TN

**CITY WIDE PARK FACILITIES MASTER PLAN**

Cleveland, TN

**BLYTHE OLDFIELD PARK CDS**

Cleveland, TN

**HAMILTON SPRINGS WEST SIDE PARK**

Lebanon, TN



**WHIT ALEXANDER**

PLA, ASLA, LEED® AP



**LEAD LANDSCAPE ARCHITECT**

**REGISTERED LANDSCAPE ARCHITECT IN THE STATE OF**

• Georgia and 3 other states

**PROFESSIONAL CERTIFICATIONS**

• LEED® AP - Leadership in Energy and Environmental Design

**PROFESSIONAL AFFILIATIONS**

- ASLA - American Society of Landscape Architects
- ASLA - Professional Practice Network, Member
- GRPA Georgia Recreation and Parks Association
  - Board of Trustees, Chair of the Planning,
  - Design and Development Section (former)
  - Public Policy Committee
- CLARB Council of Landscape Architecture Registration Boards

**PROFESSIONAL EXPERIENCE**

- Lose Design, 1997 - Present
- Patrick C. Moore, FASLA Landscape Architects & Site Planners, 1994-1997

WHIT ALEXANDER is a graduate of Mississippi State University with a Bachelor of Landscape Architecture. He has been employed with Lose Design since 1997 and has served as the Director of our metro Atlanta office since 2004.

He has previously served on the Georgia Recreation and Parks Association’s Board of Trustees as Chair of the Planning, Design and Development Section and is a member of the American Society of Landscape Architects’ Parks and Recreation Professional Practice Network. Whit has worked on dozens of master plans and construction documents for facilities across the Eastern U.S., with built improvements totaling over \$250 million dollars since 2000. He has also led hundreds of public input meetings.

**KEY PROJECT EXPERIENCE**

**HAL AND BERNI HANSON REGIONAL PARK**

Leesburg, VA

**FOWLER PARK**

Forsyth County, GA

**RABBIT HILL PARK**

Gwinnett County, GA

**FREEMANS MILL PARK**

Gwinnett County, GA

**HARBINS PARK**

Gwinnett County, GA

**NASH FARM PARK**

Henry County, GA

**STANDING BOY CREEK STATE PARK**

Georgia State Parks

**TUMLIN PARK**

Marietta, GA

**ALLEN CREEK PARK**

Gainesville, GA

**MORGAN FALLS OVERLOOK PARK**

Sandy Springs, GA

**DOG RIVER PARK**

Douglas County, GA

**INFINITE ENERGY CENTER**

Duluth, Ga





**LANDSCAPE ARCHITECTURE  
SUPPORT**

**REGISTERED LANDSCAPE ARCHITECT**

Georgia and 1 other state

**PROFESSIONAL CERTIFICATIONS**

- LEED® AP - Leadership in Energy & Environmental Design

**EDUCATION**

- Bachelor of Science in Landscape Architecture, University of Kentucky

**PROFESSIONAL AFFILIATIONS**

- Alpha Gamma Rho Fraternity Alumni Board
- American Society of Landscape Architects

**PROFESSIONAL EXPERIENCE**

- Lose Design, 2016 - Present
- Sherman Carter Barnhart, PLLC, 2007 - 2016
- Intern, Mindel, Scott & Associates, 2007
- Undergraduate, Allen Engineering, 2005

**AWARDS**

- ASLA Student Honor Award - 2008

**TAB 2) PROPOSER QUALIFICATIONS**

**MARC BOND**

ASLA, LEED® AP

**MARC BOND** is a Landscape Architect and Project Manager at Lose Design. He has a vast understanding of campus and urban design, from the way people interact with the environment to specific material detailing that will ensure the quality of the built product.

He has been involved and led projects varying in scales from a 5 acre park to over a \$500 million dollar mixed-use campus-wide housing development from initial pencil sketches and mass modeling, through construction documents and administration.

**KEY PROJECT EXPERIENCE**

**NORTH LOWNDES PARK**

Lowndes County, GA

**NEVELE SPORTS COMPLEX CONCEPT PLAN**

Ellensville, NY

**ELIZABETH PORTER PARK**

Marietta, GA

**HERITAGE PARK, PHASE 1**

Morristown, TN

**BROOK RUN PARK IMPROVEMENTS**

Dunwoody, GA

**VETERANS PARK**

Cherokee County, GA

**PARK DRIVE PARK IMPROVEMENTS**

Daphne, AL

**BOTANICAL PARK & MIXED-USE DISTRICT**

Taizhou, China

**BOTANICAL PARK**

Zunyi, China





## LANDSCAPE ARCHITECTURE SUPPORT

### PROFESSIONAL AFFILIATIONS

- Member of Sigma Lambda Alpha
- National Scholars Honors Society Member

### PROFESSIONAL EXPERIENCE

- Lose Design, 2013 - Present
- EDAW/AECOM, Atlanta, GA, 2004 - 2013

### EDUCATION

- Bachelor of Science, Landscape Architecture, University of Kentucky, 2004
- A.A.S., Computer Aided Drafting, I.T.T. Technical Institute, Nashville, TN

### HONORS & AWARDS

- Award of Excellence, Florida Chapter, American Society of Landscape Architects for WindMark Beach Community, Port St. Joe, FL, 2008
- GA ASLA Award of Excellence, WaterSound Beach Club, Seagrove Beach, FL, 2007
- Award of Excellence, Florida Chapter, American Society of Landscape Architects for WaterSound Residential Community, Watersound, FL, 2005
- 25th Annual Builder's Choice Design & Planning Awards for WaterSound Beach House "Singing Sands", WaterSound, FL, 2005
- University of Kentucky Honors Scholarship winner
- Winner of the 2003 Oswald Research Competition
- Honorable Mention of the 2004 Oswald Research Competition
- ASLA Merit Award winner

## TAB 2) PROPOSER QUALIFICATIONS

### JOHN SEXTON

**JOHN SEXTON** is a Project Manager with Lose Design. Working on projects both domestic and abroad, John has a vast understanding of the many facets of the design profession. He has been involved in the successful completion of multiple projects from large scale master plans of 70,000 acres, to small urban parks located in high density urban settings. He has also played an integral part in other projects that include community/residential design, recreational park master plans, waterfront developments, regional and local trail systems, campus design, coastal restoration, and nature center layout and development.

John has both led and been a part of multiple teams that brought projects from schematic level drawings, through design development into construction documentation, and finally construction administration. He fully understands the breadth of the project components. John has assembled a broad and unique collection of skills that has been a vital part of the design process, such as hand drawn illustrative graphics in plan, section, and elevations, along with computer modeling to help illustrate concepts and ideas in 3D forms.

### KEY PROJECT EXPERIENCE

- FAYETTEVILLE REGIONAL PARK**  
Fayetteville, AR
- RIDLEY PARK SPORT COMPLEX EXPANSION**  
Columbia, TN
- CLARKSVILLE ATHLETIC COMPLEX SITE SELECTION  
& FEASIBILITY STUDY**  
Clarksville, TN
- RUTHERFORD COUNTY TENNIS COMPLEX**  
Murfreesboro, TN
- HADLEY PARK INDOOR TENNIS COMPLEX**  
Nashville, TN
- MURFREESBORO SOCCER PRACTICE FACILITY**  
Murfreesboro, TN
- PINDLE FIELD PARK MASTER PLAN**  
Huntington, WV
- JAYCEE PARK**  
Tuscaloosa County, AL
- FREEMAN PARK**  
Tuscaloosa County, AL
- HERITAGE PARK, PHASE 1**  
Morristown, TN





**LAND PLANNER**

**PROFESSIONAL AFFILIATIONS**

- American Society of Landscape Architecture, NDSU Student Chapter ASLA, 2010 - 2012
- National Association of Home Builders, NAHB, 2009
- Association of General Contractors of America, AGC, 2010

**PROFESSIONAL EXPERIENCE**

- Lose Design, 2015 - Present
- Superb Services, March 2014 - October 2014
- City of Minot, ND, January 2013 - September 2013
- City of West Fargo, NC, June 2011 - February 2013
- Accelerated Green Works, Inc., August 2011 - May 2012

**EDUCATION**

- Bachelor of Landscape Architecture & BSED- Environmental Planning, Landscape Architecture, Urban Design, and Environmental Planning, North Dakota State University, 2008 - 2012
- Pre-Architecture, Minnesota State University, Moorhead, 2006 - 2007

**TAB 2) PROPOSER QUALIFICATIONS**

**ZEREK KROLL**

ZEREK KROLL joined our Lose Design team as a Land Planner. He has a Bachelor of Landscape Architecture and BSED – Environmental Planning, Landscape Architecture, Urban Design and Environmental Planning from North Dakota State University. Zerek came to our firm with planning experience having worked as an assistant City Planner for the City of Minot, North Dakota. While there he performed site inspections, reviewed site plans and building designs for compliance with city’s zoning ordinance and building design standards, updated city ordinances, prepared staff reports and Planning Commission agenda items. Zerek is also highly skilled at AutoCAD, Revit and Sketchup software.

**KEY PROJECT EXPERIENCE**

- BELLEVUE COMMUNITY CENTER & ICE FACILITY**  
Nashville, TN
- MORRISTOWN COMMUNITY CENTER**  
Morristown, TN
- CLARKSVILLE SOCCER CLOMPLEX**  
Clarksville, TN
- NEVELE SPORTS COMPLEX**  
Ellensville, NY
- METRO WEST PARK**  
Nashville, TN
- HAMILTON SPRINGS WEST SIDE PARK**  
Lebanon, TN
- WHITES CREEK GREENWAY EXTENSION**  
Nashville, TN
- LETWICH TENNIS CENTER**  
Memphis, TN
- MIRACLE FIELD**  
Murfreesboro, TN
- NASHVILLE RIVERFRONT LANDING**  
Nashville, TN
- BICENTENNIAL TRAIL CHEATHAM DAM TRAIL HEAD**  
Ashland City, TN





**LEAD PLANNER**

**REGISTERED LANDSCAPE ARCHITECT**

Tennessee (License No. 744)

**PROFESSIONAL CERTIFICATIONS**

- OSHA Construction Safety and Health Training

**PROFESSIONAL AFFILIATIONS**

- Leadership Donelson - Hermitage

**PROFESSIONAL EXPERIENCE**

- Lose Design, 1998 - 2005, 2009 - Present
- Kimley Horn, 2007 - 2009
- Metropolitan Nashville-Davidson County Parks and Recreation, Assistant Greenways Director, 2005 - 2007

**EDUCATION**

- Bachelor of Science in Landscape Architecture, The Ohio State University

**COMMUNITY INVOLVEMENT**

- Wilson County Parks and Recreation Advisory Board, Chairman
- Youth Sports Coach
- Hands on Nashville Volunteer
- St. Luke's Community House Adopt-A-Family Program
- Adopt-a-Stream - Stones River Cleanup

**TAB 2) PROPOSER QUALIFICATIONS**

**JOHN LAVENDER**

PLA

**JOHN LAVENDER, PLA** is an Associate Vice President of Lose Design's Planning Division. He brings 20 years of comprehensive planning experience, 15 of those years as a member of the Lose Design team. He is also a graduate of The Ohio State University with a Bachelor of Science in Landscape Architecture. Over the course of his career, John has been involved in a wide variety of projects including parks and recreation comprehensive planning throughout the southeast, bike and pedestrian planning for communities of all sizes and rural development and tourism planning for small towns looking to improve their economic development opportunities.

His love of the outdoors and passion for environmental stewardship has made his career as a Landscape Architect the perfect choice to marry those interests in a way that allow him to provide positive impacts in the communities where he works.

**KEY PROJECT EXPERIENCE**

- SOUTHEAST COMMUNITY CENTER, LIBRARY, PARK, & FORD ICE CENTER**  
Nashville, TN
- FAYETTEVILLE REGIONAL PARK**  
Fayetteville, AR
- MIRACLE FIELD AT MCKNIGHT PARK**  
Murfreesboro, TN
- HAMILTON SPRINGS WEST SIDE PARK**  
Lebanon, TN
- WEST PARK**  
Nashville, TN
- MARTIN LUTHER KING JR. PARK MASTER PLAN**  
Springfield, TN
- MTSU WOMEN'S SOFTBALL COMPLEX**  
Murfreesboro, TN
- PARKS & RECREATION MASTER PLAN UPDATE**  
Little Rock, AR





**LEAD ARCHITECT**

**REGISTERED ARCHITECT IN THE STATE OF**

- Tennessee and 2 other states

**PROFESSIONAL CERTIFICATIONS**

- LEED® AP - Leadership in Energy and Environmental Design

**PROFESSIONAL AFFILIATIONS**

- AIA - American Institute of Architects
- AIA - Middle Tennessee Chapter
- NCARB Member

**PROFESSIONAL EXPERIENCE**

- Lose Design, 2013 - Present
- Harris Architecture, Hot Springs, AR, 2011 - 2013
- HLW International LLP, Shanghai, China, 2010 - 2011
- Locus Architecture, Denver, CO, 2007 - 2009
- Keeney Design, Denver, CO, 2006
- Terracon, Denver, CO, 2002 - 2003

**EDUCATION**

- Bachelor of Environmental Design in Architecture, University of Colorado (Boulder), 2007
- Masters of Architecture and Masters of Urban Design, University of Colorado, College of Architecture and Planning, 2009

**COMMUNITY INVOLVEMENT**

- Architecture for Humanity
- Habitat for Humanity (home builds)
- Cup-of-Jo Rescue (horse and dog rescue)

**TAB 2) PROPOSER QUALIFICATIONS**

**SEAN GUTH**

AIA, NCARB, LEED® AP

SEAN GUTH, AIA, NCARB, LEED® AP, is the Vice President for Architecture at Lose Design. Sean earned his Bachelor of Environmental Design in Architecture from the University of Colorado, Boulder in 2007 and both his Masters of Architecture and Masters of Urban Design from the University of Colorado College of Architecture and Planning in 2009. He joined Lose Design in 2013 with over six years of professional experience and is proficient in utilizing Building Information Modeling (BIM) and other technologies for integrated project design, management, and delivery. He possesses an excellent understanding of project budgeting and cost estimating, and has gained valuable experience in both multi-million dollar project management and the application of sustainable design principles. He also possesses technical knowledge of building codes, zoning codes, hand drawing and rendering programs. After beginning his architectural career in the greater Denver area, Sean furthered his experience living and worked around the world on a variety of projects. This experience has allowed him to learn how to integrate architecture and urban design in a way that addresses both social and environmental sustainability while highlighting quality, customer service and affordability.

**KEY PROJECT EXPERIENCE**

- SOUTHEAST COMMUNITY CENTER, LIBRARY, PARK, & FORD ICE CENTER**  
Nashville, TN
- MORRISTOWN COMMUNITY CENTER**  
Morristown, TN
- BELLEVUE COMMUNITY CENTER & ICE FACILITY**  
Nashville, TN
- HAL AND BERNI HANSON REGIONAL PARK**  
Leesburg, Virginia
- FAYETTEVILLE REGIONAL PARK**  
Fayetteville, AR
- MIRACLE FIELD AT MCKNIGHT PARK**  
Murfreesboro, TN
- HARBINS PARK**  
Gwinnett County, GA
- LEFTWITCH TENNIS CENTER**  
Memphis, TN
- KINGSPORT AQUATICS AND YMCA CENTER**  
Kingsport, TN
- NEVELE SPORTS COMPLEX**  
ELLENSVILLE, NY





**LEAD CIVIL ENGINEER**

**REGISTERED PROFESSIONAL ENGINEER  
IN THE STATE OF**

- Tennessee

**PROFESSIONAL CERTIFICATIONS**

- TDEC Level I and II – Tennessee Department of Environment and Conservation Erosion Prevention and Sediment Control Design
- OSHA Construction Safety and Health Training

**PROFESSIONAL AFFILIATIONS**

- American Society of Civil Engineers

**PROFESSIONAL EXPERIENCE**

- Lose Design, 2005 - Present

**EDUCATION**

- Bachelor of Science in Civil Engineering, Tennessee Technological University, Cookeville, TN, 2004

**TAB 2) PROPOSER QUALIFICATIONS**

**MICHAEL BLACK**

P.E.

**MICHAEL BLACK, P.E.**, is the Vice President of the Civil Engineering division and joined the Lose Design immediately after graduating from Tennessee Technological University in December of 2004.

With over 14 years of experience, Michael’s designs reflect careful attention to detail. Since arriving at the firm, he has prepared detailed plans and provided construction administrative services for a wide variety of park and recreational, educational, commercial, and residential projects. Michael’s design expertise includes roadway, railway, site utility, storm water networking, flood studies, erosion prevention and environmental permitting services.

**KEY PROJECT EXPERIENCE**

- FOWLER PARK**  
Forsyth Co., GA
- DUNCAN CREEK PARK**  
Gwinnett Co., GA
- RICHARD SIEGEL PARK**  
Murfreesboro, TN
- MCKNIGHT PARK REDEVELOPMENT**  
Murfreesboro, TN
- MILL CREEK TENNIS COMPLEX**  
Statesboro-Bulloch Co, GA
- WARNER PARK**  
Chattanooga, TN
- PLEASANT VIEW PARK**  
Pleasant View, TN
- BOONE PARK RECREATION CENTER**  
Americus, GA
- TREMBLING EARTH COMMUNITY CENTER**  
Ware County, GA
- NASHVILLE RIVERFRONT LANDING**  
Nashville, TN
- TINSLEY PARK MASTER PLAN**  
Cleveland, TN
- KINGSPORT AQUATIC CENTER**  
Kingsport, TN





# COMPANY OVERVIEW SPORTS FACILITIES ADVISORY

## SPORTS FACILITIES ADVISORY (SFA)

Evan Eleff | Feasibility Principal-In-Charge  
600 Cleveland St. Suite 910 | Clearwater, FL 33755  
727-474-3845 | eeleff@sportadvisory.com  
www.sportadvisory.com

Sports Facilities Advisory, LLC (SFA) is transforming the youth and amateur sports industry through accurate forecasting, effective planning, and proven management systems. Founded in 2003, SFA has responded to the demand for professional planning, financial, and managerial services in the youth and amateur sports market. SFA currently provides management oversight for numerous facilities across the United States.

SFA is a full-service consultancy specializing in the planning, funding, opening, and management of sports, wellness, and recreation facilities of all sizes and scope. Having served a portfolio of projects totaling more than \$6 billion in planned and operational facilities, SFA assists sports tourism destinations, private developers, parks and recreation departments, national/state/local government entities, universities and educational institutions, and architecture and engineering firms. SFA provides strategic planning, feasibility studies, economic impact studies, funding support, management systems, and optimization for new and existing sports, wellness, and recreation complexes across the U.S. and worldwide.

The SFA team is driven by a commitment to developing facilities that improve the health and economic vitality of the communities they serve. The team includes sports commissioners, successful sports and youth development entrepreneurs, and seasoned operations and programming experts. SFA continues to successfully recruit top talent from world-renowned organizations, such as The House of Blues, Downtown Disney, Gaylord Entertainment, Life Time Fitness, Ford Field (Home of the Detroit Lions), and the YMCA.

## SFA Quick Stats:

2,000

Communities Served

\$10 billion

Planned Developments Served

## Notable Recent SFA Projects

- A+ Athletes Sports Facility – Carrollton, TX
- Atlanta Sports City – Atlanta, GA
- ALTIS Sports World – Mesa, AZ
- Bo Jackson's Elite Sports – Hilliard, OH
- Crown Point Sportsplex – Crown Point, IN
- Encore Sports Complex – Kissimmee, FL
- Evergreen Sportsplex – Leesburg, VA
- Hope Sports Complex – East Lansing, MI
- Myrtle Beach Sports Center – Myrtle Beach, SC
- Nevele Prosport Campus – Ellenville, NY
- Rocky Mount Event Center – Rocky Mount, NC
- Rocky Top Sports World – Gatlinburg, TN
- Round Rock Multipurpose Complex – Round Rock, TX
- Round Rock Sports Center – Round Rock, TX
- Salina Fieldhouse – Salina, KS
- Saugatuck Rowing and Fitness Club – Westport, CT
- Sportsplex San Marcos – San Marcos, TX
- St. Croix Sports & Events Center – St. Croix, USVI
- St. James Sports and Wellness Center – Springfield, VA
- SWGR Athletics – Pittsburgh, PA
- The Miller Center for Recreation & Wellness – Lewisburg, PA
- Upward Star Center – Spartanburg, SC
- Wooden Family Fieldhouse – Xenia, OH
- Woodridge Park District Rec. Complex – Woodridge, IL

## CURRENT COLORADO PROJECTS

### LOCATION

Brighton, CO  
Castle Rock, CO  
Windsor, CO  
Parker, CO  
Aurora, CO  
Colorado Springs, CO  
Loveland, CO  
Aspen, CO  
Pueblo, CO  
Fort Collins, CO

### OWNERSHIP TYPE

Public-Private Partnership  
Public-Private Partnership  
Public-Private Partnership  
Private Developer  
Private Developer  
Private School  
Private Developer  
Non-Profit  
Public Entity  
Private Developer

### PROJECT STATUS

Active Study  
Active Study  
Active Study  
Fundraising  
Fundraising  
Fundraising  
Fundraising  
Expansion of existing facilities  
Conducted Economic Impact  
Project on Hold





COO SFA, PARTNER  
EVAN  
ELEFF

SPECIALTIES:  
fudning services, strategy, facility  
operations, market research

YEARS IN INDUSTRY: 14



Evan Eleff is the COO of Sports Facilities Advisory and a Partner in Sports Facilities Advisory (SFA) and Sports Facilities Management (SFM). Since joining SFAISFM in 2012, Evan has led the SFA team in producing market studies, facility plans, financial forecasts, economic impact analyses, feasibility studies, and strategic funding initiatives for more than 1,500 communities around the world and a portfolio of more than \$8 billion of planned assets.

Additionally, Evan has been directly involved in the development, opening, programming, management, and/or optimization of more than 50 SFM-supported venues.

Evan is considered one of the country's foremost experts in the youth and amateur sports and recreation industry and is an authority on new facility planning, public-private partnership creation, sports tourism destination development, and operational optimization. He is a key resource and speaker for industry associations including International City/County Management Association (ICMA), International Association of Venue Managers (IAVM), National Association of Sports Commissions (NASC), The Aspen Institute Project Play, US Indoor Sports Association, and others.

Evan has served in key roles for several groundbreaking projects focused on expanding awareness of the social, educational, economic, and health-based impacts of sport and activity, including the multiple Project Play regional reports, the Florida Recreation and Park Association Parks Benefit Calculator, and the Pure Michigan Sports Economic Impact Report.

Prior to joining SFA, Evan was the Director of Operations for the largest YMCA in the Tampa YMCA Association and was the Director of Marketing for Facility Vendor Network. He is a graduate of the University of Florida, where he received a B.A. in Political Science and a M.S. in Sport Management.

**NOTEWORTHY MEMBERSHIPS, ACCREDITATIONS, & ACHIEVEMENTS**

- |  |  |
|--|--|
| University of Florida, MBA-Sports Management   | Blue Ridge Leaders' School                 |
| US Indoor Sports Association Athletic Business | National Association of Sports Commissions |
| Instruments 4 Life                             | National Recreation & Parks Association    |
| Tampa YMCA                                     |  |

**NOTABLE PROJECTS**

- |  |  |
|--|--|
| Rocky Top Sports World, Gatlinburg, TN       | Upward Sports Center, Spartanburg, SC      |
| Myrtle Beach Sports Center, Myrtle Beach, SC | Rocky Mount Events Center, Rocky Mount, NC |
| Gatlinburg Sports Complex, Gatlinburg, TN    | Florida Parks & Recreation Calculator, FL  |
| BucksMont Indoor Sports Center, Hatfield, PA | Spooky Nook Sports Complex, Lancaster, PA  |
| Round Rock Sports Complex, Round Rock, TX    | The HUB, Marion, IL                        |





PARTNER  
ERIC  
SULLIVAN

SPECIALTIES:  
business development, program  
planning, financial feasibility

YEARS IN INDUSTRY: 15



Eric earned his MBA in international Business and began his career as a professional soccer player. He joined SFA in 2006 and has since held nearly every operational role through SFA & SFM's growth. Eric now leads SFA and SFM's growth effort by designing service solutions that help our clients achieve their goals.

Eric developed the original financial and market analysis tools that SFA is most well-known for and led the first facility opening projects in our company history that paved the way for the launch of SFM. Since joining SFA & SFM in 2006, Eric has overseen and served as an advisor to hundreds of projects including market studies, financing plans, development plans, turn-arounds, and new facility openings. His work in domestic and international markets has included projects in the U.S., Canada, Caribbean, United Kingdom, Latin America, Asia, and the Middle East. Eric currently leads SFA & SFM's expansion efforts in our continued vision to integrate sports, fitness, education, leadership development, and adventure sports into communities around the globe.

In 2012, he was honored as a member of the Tampa Bay Business Journal's "30 Under 30" Up and Comers class. In total, Eric has been a catalyst for SFA's growth, leading the entire planning, funding, and grand opening of more than \$500 million in sports, fitness, recreation, and entertainment facilities.

**NOTEWORTHY MEMBERSHIPS, ACCREDITATIONS, & ACHIEVEMENTS**

- Niagara University, MBA-International Business
- Empower Adventure Operations
- Bo Jackson's Elite Sports, Development Group
- Leadership Pinellas
- Bo Jackson's Sports Leadership, Centers of America
- Clearwater Chamber of Commerce

**NOTABLE PROJECTS**

- Salvation Army Kroc Center, South Bend, IN
- Canada Games Centre, Halifax, NS, Canada
- Spooky Nook Sports Complex, Lancaster, PA
- The Legends Sports Complex, The Woodlands, TX
- Rocky Top Sports World, Gatlinburg, TN
- Rocky Top Sports World, Gatlinburg, TN
- BucksMont Indoor Sports Center, Hatfield, PA



STRATEGIC ADVISOR  
**DANIEL  
MORTON**

SPECIALTIES:  
strategic planning, financial analysis,  
project management

YEARS IN INDUSTRY: 9



Dan began his career in facility management of an indoor sports venue in the Northeast United States. For several years, he learned the day-to-day operations of sports and recreation facilities, holding a variety of positions from Coach to Manager on Duty to Sports Program Manager. This experience equipped him for a transition to the planning and analysis of new facility developments with SFA.

Dan joined SFA in 2012 as a market research and document specialist, and today serves as a Strategic Advisor leading SFA's team of market specialists and business analysts through the development of market studies, financial forecasts, economic impact analyses, feasibility studies, and existing facility optimization plans. His work in this area is focused on serving SFA's clients to provide the most accurate and reliable information possible through dynamic financial and economic impact forecasting to create facility models that fulfill client goals as well as SFA's mission to positively impact the lives of its clients and the communities they serve.

Since joining, Dan has worked on a portfolio of over 350 projects totaling more than \$4 billion in planned and operational recreation, wellness, entertainment, and sports tourism assets. Dan earned a degree in Sport and Recreation Management from Temple University's School of Tourism and Hospitality Management.

**NOTEWORTHY MEMBERSHIPS, ACCREDITATIONS, & ACHIEVEMENTS**

Temple University – School of Tourism and Hospitality Management

3 years of facility operations (BISC)

**NOTABLE PROJECTS**

The Legends Sports Complex, The Woodlands, TX  
Aviator Sports & Events Center, Brooklyn, NY  
Greater Lansing Sports Authority, Lansing, MI  
Hill Country Indoor, Bee Cave, TX  
Bo Jackson's Elite Sports Columbus, Hilliard, OH  
Upward Star Center, Spartanburg, SC  
Recreation Center Feasibility Study, Fort Dodge, IA  
Financial & Feasibility Study, Rocky Mount, NC

City Beach, Fremont, CA  
BucksMont Indoor Sports Center, Hatfield, PA  
The HUB, Marion, IL  
Myrtle Beach Sports Center, Myrtle Beach, SC  
Rocky Top Sports World, Gatlinburg, TN  
EMPOWER Adventures  
Middletown, CT & Middleburg, VA





SFM VICE PRESIDENT  
**JAKE WHITTAKER**  
SPECIALTY:  
venue planning, procurement



**Jake Whittaker** has over a decade of experience in athletic facility construction. Jake earned his BS in Mechanical Engineering from University of Illinois and began his career with one of the industry leading athletic equipment manufacturers serving in several role prior to spending time as a contractor focusing on serving athletic facilities.

Jake has successfully led engineering, estimating, and project management teams working on some of the largest athletic facilities across the nation in addition to several large international projects. Consulting and working with Architects, Contractors, and Owners; Jake has been a part of thousands of facilities of different shapes and sizes in private, college, k-12, and public markets.

**NOTABLE PROJECTS**

<b>Panama City Beach Sports Complex, FL</b>	<b>Sand Mountain Park, Albertville, AL</b>
<b>Apex Sports &amp; Events, Hillsborough, NJ</b>	<b>Bedford Park Sports Complex, IL</b>

SFA PROJECT SPECIALIST  
**RICHARD STIFTINGER**  
SPECIALTY:  
market research, project management



**Richard Stiftinger** has previously worked for the Tampa Bay Rays, Seminole Hard Rock Hotel & Casino Tampa, and JPMorgan Chase & Co. Richard earned a Bachelor's degree in Psychology from the University of South Florida. Additionally, Richard is a graduate from the University of South Florida's Vinik Sport & Entertainment Management where he earned an MBA and MS in Sport & Entertainment Management. He brings his analytical background and experience to his current role and SFA projects.

**NOTABLE PROJECTS**

<b>Normal, IL - Financial &amp; Feasibility Study</b>	<b>Bryan, TX - Market Research</b>
<b>OCDA, Wheeling, WV - Financial &amp; Feasibility</b>	





# Panama City Beach Sports Complex

Panama City Beach, FL

**Construction Cost:** \$37 million  
**Size:** 165 acres  
**Completion Date:** August 2019  
**Firm's Role:** Planning Services, Pre-Opening Management, FF&E Services, On-going Full-time Management  
**Team Leader:** Evan Eleff

SFA's work included a detailed financial forecast and economic impact analysis, design consultaion, an organizational and management development timeline, and on-site presentations. The CVB then contracted SFM for a full suite of pre-opening services, including Development Plan & Timeline, FF&E procurement services, as well as the setup and implementation of management and operating systems for the complex and the business. This led to a Full-Time Management agreement. Through a public-private partnership with the Panama City Beach CVB, St. Joe Company and Bay District Schools, sports visitors on play-cation will enjoy a brand new, world-class sports complex on one of the World's Most Beautiful Beaches.

**Agency Contact:** Dan Rowe, President - CEO  
phone: (850) 819-5196 email: drowe@visitpanamacitybeach.com





## Elizabethtown Sports Park

Elizabethtown, KY

**Construction Cost:** \$30 million

**Size:** 150 acres

**Completion Date:** July 2012

**Firm's Role:** Audit & Optimizaton Services, Transitional Management Services, Full-time Management

**Team Leader:** Jason Clement

The Elizabethtown Tourism & Convention Bureau contracted SFM to provide an onsite operational audit and optimization report for the existing facility. SFM's role in early phase transitional management includes business development, event booking, brand development and marketing, strategic planning, hiring and organizational structure definition. SFM will became the full-time manager of the park in 2019.

**Agency Contact:** Janna Clark, Sports & Sales Director - Elizabethtown Tourism & Convention Bureau  
phone: (270) 765-2175 email: sports@touretown.com





## Rocky Top Sports World

Gatlinburg, TN

**Construction Cost:** \$21.5 million

**Size:** 80 acres

**Completion Date:** August 2014

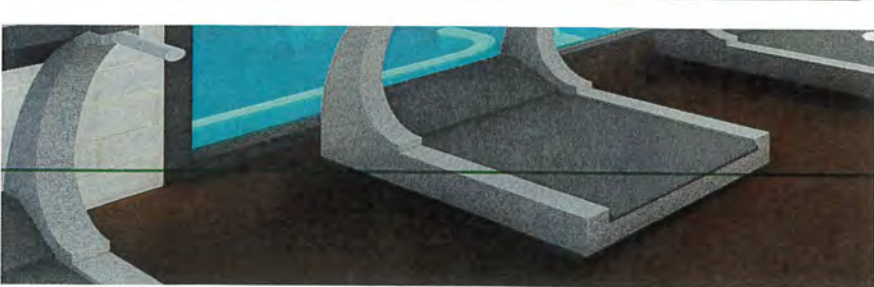
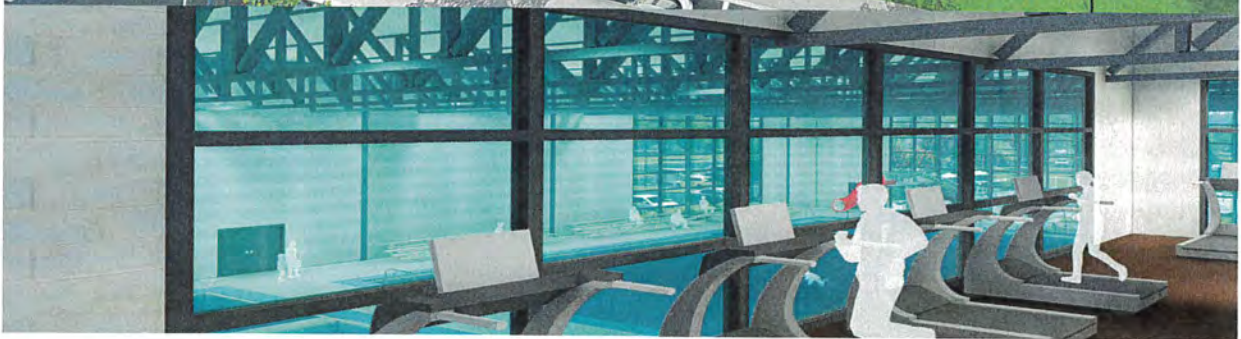
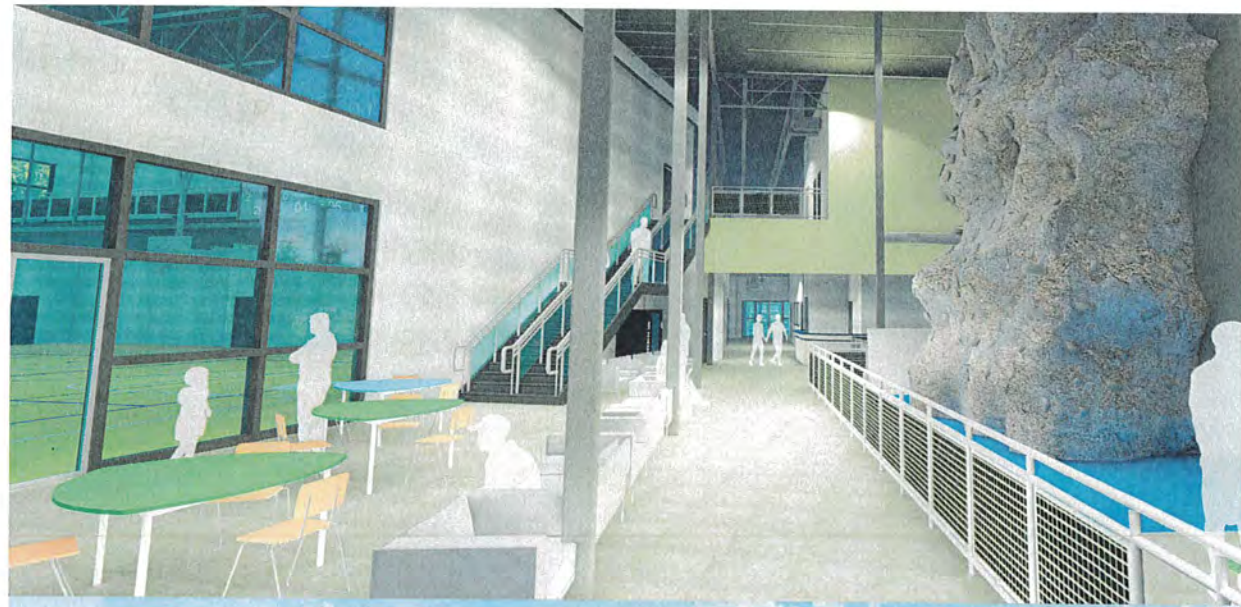
**Firm's Role:** Planning Services, Pre-Opening Management, On-going Full-time Management

**Team Leaders:** Eric Sullivan & Evan Eleff

SFA was engaged to produce the initial market analysis and community needs/demand assessment phase which included strategic planning, key stakeholder and user group interviews. SFA's work also included a detailed financial forecast and economic impact analysis, an organizational structure, a development timeline, and onsite presentations. The City/County then contracted SFM to become the full-time management entity for this sports tourism destination. SFM's Leadership Team met its year one booking objectives three months prior to the August 2014 Grand Opening. Year one forecasted economic impact to be \$10M; the actual year one economic impact was \$17M.

**Agency Contact:** Greg Patterson, Trustee - Sevier County, TN  
 phone: (865) 453-2767 email: gpatterson@seviercountyttn.org





TAB

METHODS AND PLAN DEVELOPMENT

TAB 3

3



## METHODS AND PLAN DEVELOPMENT

As a firm with over 35 years of specialized experience in designing parks and recreation facilities, we understand that it is our responsibility to help each community develop a park that not only meets the immediate needs of community but will also serve the needs of the community for many generations of users. We firmly believe that active client and community engagement early in the planning process is critical to the success of the project.

Our staff and consultant will approach our work with the county as true collaboration as opposed to a top down, expert and client approach. While we have tremendous expertise in park planning design, our approach will be to combine insights and the lessons we have learned over the years with the site specific and community specific needs of the Town of Frisco to create a timeless design. We will seek to maximize new recreation opportunities while at the same time protecting valuable natural resources and honoring the overall design budget.

### PHASE 1 - DATA GATHERING & INVENTORY/ANALYSIS

#### A. KICKOFF MEETING

To initiate the planning process, we will begin with a Kickoff Meeting with designated representatives of the Town's Project Team. At this meeting, we will discuss the project goals, expectations, timeline, and any other items of importance. Following the Kickoff Meeting, we will proceed with Staff Interviews, Stakeholder Interviews, and an Inventory/Analysis of site conditions and existing reports.

#### B. STAFF INTERVIEWS

Within a week of the Kickoff Meeting, we will conduct Staff Interviews to engage key personnel to gain a better understanding of PRA operations, programming, participation numbers, revenues, expenses, and strengths/opportunities. We will compile this information in a single document and use it to inform decisions later in the planning process.

#### B. STAKEHOLDER INTERVIEWS

Within a week of the Kickoff Meeting, we will also conduct Stakeholder Interviews to gain further insight about PRA needs, desires, strengths, challenges, and opportunities. This information will also be compiled into a single document and used to inform decisions later in the planning process.

#### D. INVENTORY/ANALYSIS

Immediately following the Kickoff Meeting, we will initiate our Inventory/Analysis procedures. This will include thorough examination of the following items:







**a. Previous Plans & Documents** - We will commence a thorough review of all documents and reports noted in the project RFP (master plans, land use plans, design plans, etc.).

**b. Interviews** – Following the Staff/Stakeholder Interviews, we will review compiled notes and begin a thorough analysis of all feedback. Observations will be assembled in a consolidated document and used to inform decisions later in the planning process.

**c. GIS Mapping** – Utilizing the land survey provided by the Town (boundaries, utilities, and topography), we will conduct an inventory of the grounds, facilities, concessionaire area, parking lots, restrooms, park facilities, bike paths, trails, natural resources, wetland, areas, and access points. All findings will be documented for analysis and referenced during the planning process.

**D. Assessments** – Review and assess any available existing operating and program information. This may include program descriptions, schedules, organization/staffing information, operations resources, user group information, and other pertinent data.

**E. Market Research** – Conduct local market research to further understand local opportunities and constraints. The custom market research will include a drive time analysis of demographic factors like population and density, income and spending, growth trends, etc. Additionally, we will conduct very market specific factors such as participation trends, an analysis of existing service providers, and a review of local organizations. We will focus on both the immediate community need and the larger regional/ national opportunity. This level of research will allow us to facilitate an effective onsite strategy meeting with the PRA Advisory Group.

#### **E. PRA ADVISORY GROUP CONVENTION**

After the Inventory/Analysis process has been underway and we have gained a stronger understanding of related reports, project feedback, and existing conditions, we will conduct a PRA Advisory Group Convention. We will work with the Town’s Project Team to determine who would comprise this group (typically partners, citizens, stakeholders, and staff). The Convention will assist in confirming project processes, goals, roles, and responsibilities.

#### **F. FACILITY VISITS**

In addition to Town assets, the team will visit complimentary and competitive facilities in the greater Frisco area. As a result, we will provide an overview and assessment of competition and the resulting market opportunity. We will also use this as an opportunity to uncover local partnership opportunities and identify potential stakeholders for this process. SFA will conduct research on the local hotel inventory, price points, and occupancy levels.

#### **G. COMMUNITY CONVERSATIONS**

Following the PRA Advisory Group Convention, we will organize and facilitate two (2) Community Conversations. We will work with the Town’s Project Team to determine the exact format of each meeting but anticipate each to be similarly structured (the primary difference may be alternate





locations and/or times to accommodate a wider range of participants). Each meeting will focus on engaging general citizen insights, particularly needs, desires, strengths, challenges, and opportunities.

#### H. SPATIAL USES & PROGRAMMING

Concurrent to the Advisory Group Convention and Community Conversations (or shortly thereafter), we will evaluate and review current and future uses and programming spaces.

#### I. TEAM MEETING

Following completion of all Phase 1 tasks, we compile all findings and materials into a presentation to be reviewed with the Town's Project Team. We will compile all feedback and use it to inform planning decisions as the project moves forward. This meeting will also mark the transition into Phase 2.

### PHASE 2 – PLANNING (COORDINATION WITH USFS & DENVER WATER BOARD TO BE INCORPORATED THROUGHOUT)

#### A. PRA VISION (RE) DEFINITION

During the final Phase 1 Team Meeting, we will engage the Town's Project Team in discussion of the PRA Vision. This discussion will consider previous visions and goals, including the 2019-2020 Council's Strategic Plan, the 2007 PRA Land Use Plan, 2016 Council discussions, and the 2017 Charette. Following the Team Meeting, we will utilize discussion points to initiate the development of a refined vision for the PRA.

#### B. LAND USES ALLOCATION

Immediately following the Team Meeting, we will begin a review of Land Uses Allocation. This process will consider growth potential, area limits, and community input for PRA growth.

#### C. EVALUATIONS/RECOMMENDATIONS

Shortly after initiating the Land Uses Allocation review process, we will begin a series of expanded project evaluations and recommendations. These will engage all information and input currently gathered and will be organized according to three primary categories:

**a. Features** – We will evaluate and provide recommendations for improvements, renovations, replacement, and/or addition of amenities/facilities, open areas, picnic areas, play areas, parking, trails, and other uses and facilities.

**b. Parking** – We will review and evaluate parking needs and (re) locations for both current and future demands. This will also include consideration of land uses for summer and winter operations.

**c. Operations** – We will evaluate and provide recommendations for current operations and potential adjustments.

**d. Site Constraints** – We will review and evaluate physical, legal, and economic site constraints.









**F. DETAILED FINANCIAL FORECAST (PRO FORMA)**

In Phase 3, SFA will utilize the existing data, market research, and information gathered during the strategy sessions to produce a 5-year cash flow forecast. SFA's pro formas are detailed, institutional-grade financial forecasts, used to support decision-making and financing. The pro forma will provide the Town with a detailed understanding of the financial reality of this potential project. The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, facility utilization, and more. The financial forecast will also address the wide range of key performance indicators and contributing factors that influence operations and the overall financial performance of the facility.

The pro forma will provide you with detailed financial details related to and based on:

- a. The ideal business model to best meet the definitions of success for your facility
- b. Realistic and/or recommended debt-to-equity mix and debt service
- c. Right-sized program spaces and space requirements
- d. Construction and start-up costs
- e. Recommended parking
- f. Product/program revenue
- g. Direct/variable costs (Cost of Goods Sold)
- h. Facility and operating expenses
- i. Management and staffing model
- j. Utilization projections

SFA can support the Town by exploring a number of project financing options. SFA has experience with traditional debt/equity, public private partnerships, public finance mechanisms, and creative finance solutions. SFA will work with the Town to explore the most advantageous finance structure for the project and forecast the cost of capital in the pro forma. Upon completion of this work, should the Town choose to move forward with the project, SFA has the unique ability to help raise capital for the project as an extension of services.

**G. ECONOMIC IMPACT ANALYSIS**

SFA will forecast the economic impact of the projected facility on an annual basis. Economic impact is defined as new off-site spending that will occur in the market as a result of tournaments and events held at the facility. This information is used to project economic activity from out-of-Town visitors who would not be in the market but for the events that will be held at the facility. The results, primarily quantified as room nights generated and direct spending, are used by elected officials and private developers alike to understand the impact that the venue will have on the lodging, dining, retail, entertainment, and transportation industries as well as on the tax base of the municipalities that benefit from new spending.

SFA's economic impact projections are developed based on projections for tournaments and events throughout the pro forma and reflective of several key drivers of economic impact, including:





- a. Number of Events
- b. Number of Teams
- c. Number of Participants
- d. Number of Affiliated Spectators
- e. Percent of Participants and Affiliated Spectators from out-of-Town
- f. Length of Stay
- g. Average Daily Rate (ADR)
- h. Average Daily Expenditures (ADE)

Through this economic impact analysis, SFA will quantify the demand for local hotel rooms and other accommodations in the market. This information, coupled with the review of hotels onsite, will help provide the Town with detailed recommendations as to the local market hotels and amenities analysis.

**H. FEASIBILITY STUDY**

Upon completion of the market research, site analysis, community engagement, financial forecasting, and the economic impact; SFA will package findings into a formal Feasibility Study. The Feasibility Study will serve as summary of findings that address the opportunity to execute your business model in Frisco and the resulting financial feasibility of the project. The report will be prepared with the understanding that it may become part of a package used to secure funding for the new facility. As with all SFA documents, this report will be developed for the eye of a broad audience including sophisticated funding sources. The report will include:

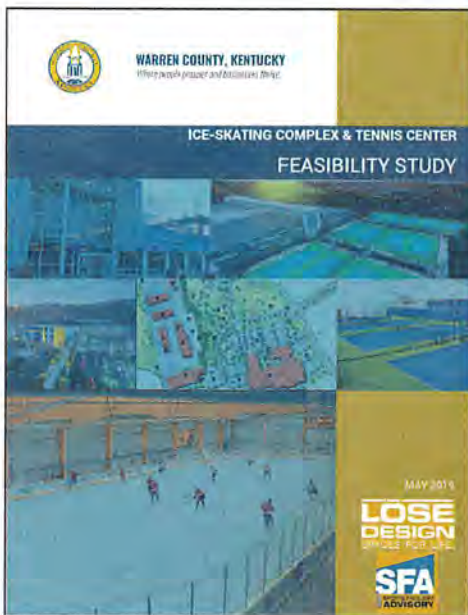
- a. Executive summary
- b. Market overview
- c. Demographic and socioeconomic overview
- d. Drive-time analysis
- e. Participation analysis
- f. Existing service provider overview
- g. Facility program and construction cost estimate
- h. Overview of programs, products, and revenue streams
- i. Summary of financial performance
- j. Conclusion with key findings and next steps
- k. Specifically, this detailed report will provide an overview of the market, ideal facility program, finance solutions, and financial outcomes for the project.

**I. PRESENTATION (DRAFT)**

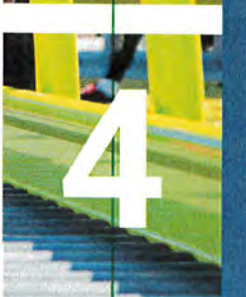
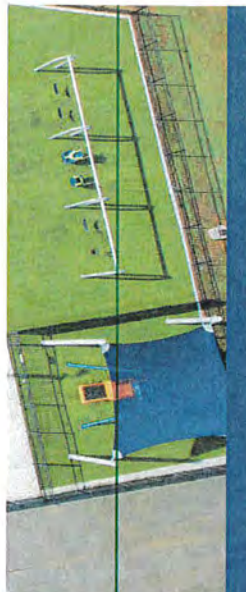
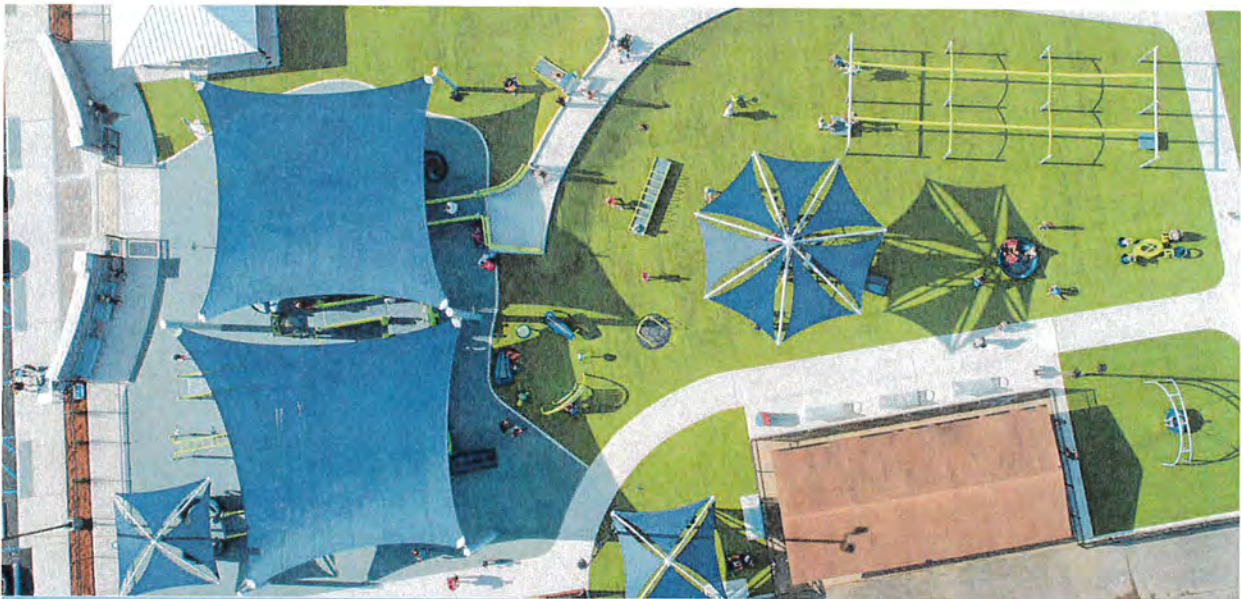
Following completion of work, we will meet and present all material to the Town’s Project Team for review and final input. This will likely include a visual presentation of screen imagery and mounted display boards as well as a written bound report. All material will also be made digitally available to the Town’s Project Team.

**J. PRESENTATION (FINAL TO FRISCO TOWN COUNCIL)**

Following feedback from the Town’s Project Team, we will update all material and prepare a final presentation/report for the Frisco Town Council.







4 ADDITIONAL ITEMS

TAB 4

TAB



## ADDITIONAL ITEMS

### PROJECT MANAGEMENT APPROACH

The on-time and within budget success of our projects is also rooted in the methods and processes in which we manage all of our projects. These include clear communication, appropriate staff and resource allocation, and quality control measures.

From the outset of any project, it is imperative that there are clear communications, not only between our staff members, but also with our client and project stakeholders. We must have a clear understanding of our clients' project needs and expectations in order to deliver a successful project. Through various means of communication, including in-person, phone, email or video conference, we are able to be in instant communication with the client, project staff, or outside consultants when the need arises.

With our pool of available resources and staff of over 50 working seamlessly across three locations, we are able to not only maintain staffing levels required by each project but are also able to allocate additional staff and resources should the need arise. Once we have an understanding of the project requirements, we are able to appropriately staff each project with the best fit technical professionals and allocate the necessary resources. Throughout the duration of each project, the Project Manager (PM) will monitor staff and resources on a monthly basis to maintain the project schedule and budget.

In addition to staff and resources allocations, it is imperative to maintain quality control throughout the entire project. We are committed to quality control during each phase of a project and it is a common understanding among all of our staff that quality assurance/control is the responsibility of everyone involved on a project. The Principal-in-Charge (PIC) will oversee the project and assist, as needed, in development of all the required elements. The PM with assistance of the PIC will also direct internal quality control measures. This includes items such as in-house peer review and redlining of documents. The PM will attend the plan review meetings with the County and will assist in helping to ensure that issues raised by staff are addressed adequately.

Another method in which we maintain quality is through the implementation of uniform computer file standards to ensure coordination between our staff and outside consulting sources. We also have design review checklists to facilitate initial data collection and analysis procedures. To ensure efficient, high-quality plans, we require peer review and professional staff review and redlining of all planning documents and text. At key review periods (e.g. schematic design, development design and construction document phase), any items requiring potential corrections are brought





to the attention of the PIC and PM for required evaluation and potential remediation. The principal must review all opinions of probable cost prior to presenting to the client.

### ABILITY TO WORK WITHIN BUDGET

We have always taken pride in our on-time and within-budget delivery. Having worked with hundreds of clients on similar projects, we have a deep understand the costs and timelines associated with bringing these park and recreation projects to fruition. Additionally, we also work closely with cost estimating firms to ensure appropriate costing and we also make any necessary adjustments to the schedule on a monthly basis. Any deviations from the initial project schedule or budge, whether it is from additional scope requested by the client or forces majeure, we adapt and work collaboratively get the project schedule and budget back in line.

For each project we are entrusted, we take great pride in delivering high-quality designs and sound engineering while providing our clients with on-time and within-budget project delivery. With over 36 years of working on a wide variety of parks and recreation projects for clients across the United States, we are adept at working within set budgets.

From the outset, we work directly with the client and all project stakeholders to gain a clear understanding of project goals, schedule and budget. Once we have assessed all aspects of the project, we will determine if the desired scope can be accomplished with the specified budget. If the scope cannot be accomplished, we will work directly with the client to develop a tailored scope that will meet the project budget. Once the scope is finalized and the project begins, we follow a set of internal methods, protocols and processes to keep the project on schedule and within budget.

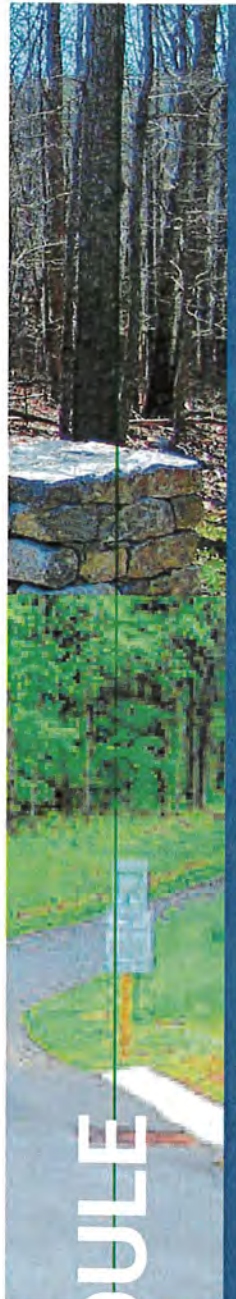
### WORKING WITH MUNICIPALITIES

Lose Design has a long history of working with local municipal government clients across the Southeastern United States. We have developed a deep understanding of how municipalities operate and have gained extensive knowledge of the requirements and nuances associated with providing services to local governments. With over 35 years of designing projects for public sector clients we feel we are best qualified to take on this pursuit.

Through our experience working with various municipal clients, we have also developed a strong project management process that features close collaboration and communication with the client. **Through these processes, Lose Design will ensure the Town of Frisco's vision for its community and residents comes to fruition.**





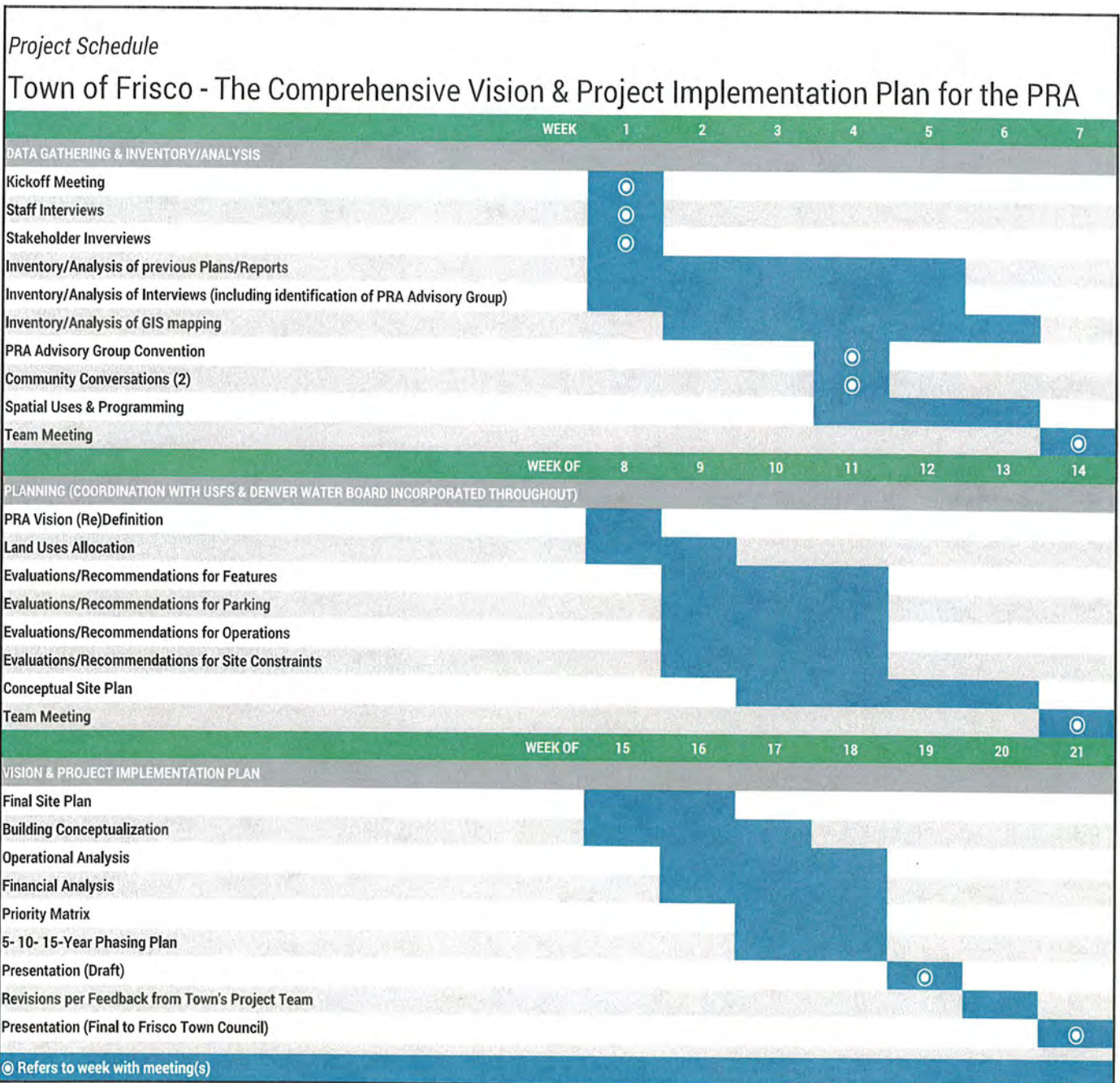


SCHEDULE

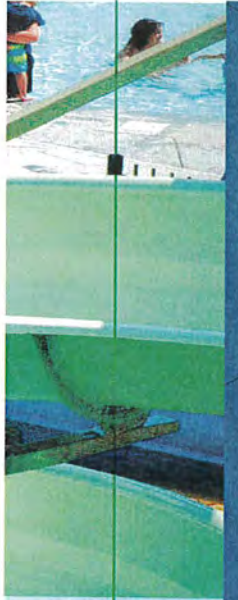


# SCHEDULE

Based upon our extensive work with similar projects, we have produced the following schedule that will meet the scope criteria outlined in the RFP.



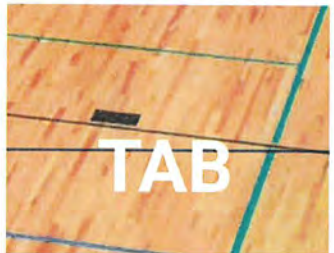




TAB 6



SCHEDULE OF VALUES



TAB

6



# SCHEDULE OF RATES

Provided below is our professional services schedule of hourly rates and our proposed fee for the scope of services outlined in this RFP below for your review. Projects are billed monthly as a percentage (%) of project completion.

## Professional Services Hourly Rate

Principal/President.....	\$240.00
Executive Vice President.....	\$220.00
Vice President.....	\$200.00
Division Director I.....	\$185.00
Division Director II.....	\$160.00
Marketing Director.....	\$110.00
Senior Landscape Architect, Architect, Engineer, and Planner.....	\$140.00
Certified Park & Recreation Specialist, Engineer Specialist, Project Coordinator.....	\$110.00
L A I, Architect I, Engineer I, Project Manager I.....	\$115.00
LA II, Architect II, Engineer II, Project Manager II.....	\$110.00
Land Planner I, Intern Architect I, Engineer in Training I BIM Specialist, GIS Specialist I, Assistant Graphic Designer I.....	\$95.00
Land Planner II, Intern Architect II, Engineer in Training II GIS Specialist II, Assistant Graphic Designer II.....	\$90.00
Technician I.....	\$80.00
Interior Designer.....	\$95.00
Technician II.....	\$75.00
Marketing Coordinator.....	\$70.00
Assistant Accounts Manager, Administrative Assistant I.....	\$60.00
Administrative Assistant II.....	\$35.00

## Reimbursable Expenses

Consultants' Services	cost + 10%
Prints	cost + 10%
Long Distance Telephone Charges	cost + 10%
Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

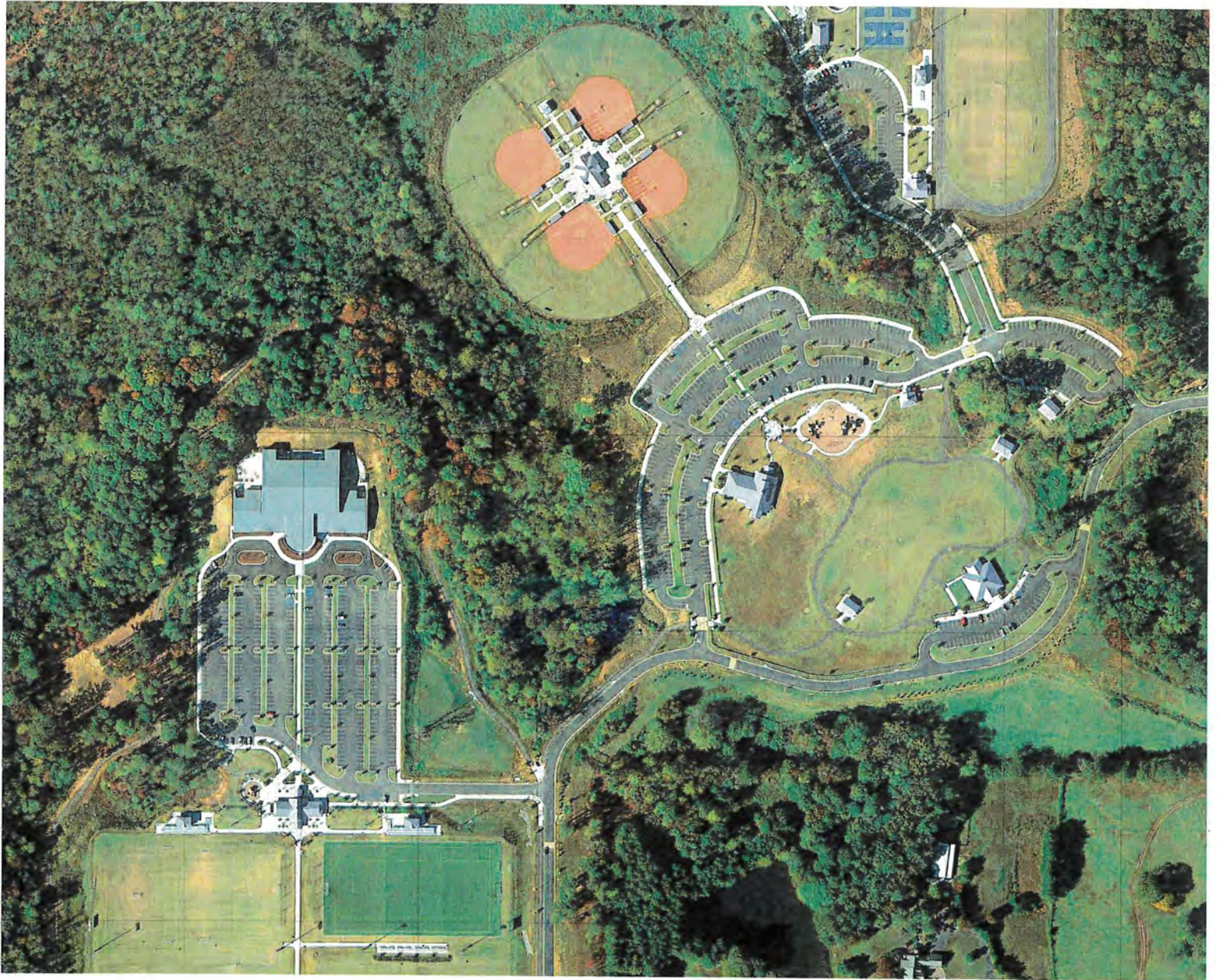
January 1, 2019

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2020, at which time they may be adjusted by the Design Professional.

# FEE

PHASE 1 - DATA GATHERING, INVENTORY/ANALYSIS, & LOCAL MARKET STUDY	\$46,110
PHASE 2 – PLANNING	\$27,320
PHASE 3 – VISION & PROJECT IMPLEMENTATION, DETAILED FINANCIAL FORECAST	\$59,905
<b>REIMBURSABLE EXPENSES</b>	<b>\$7,560</b>
<b>TOTAL FEE</b>	<b>\$136,045</b>





**LÖSE**  
**DESIGN**  
SPACES FOR LIFE.





**ATTACHMENT B**

**SCHEDULE OF RATES**

Provided below is our professional services schedule of hourly rates and our proposed fee for the scope of services outlined in this RFP below for your review. Projects are billed monthly as a percentage (%) of project completion.

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**Reimbursable Expenses**

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Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
Copies	cost + 10%

January 1, 2019

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**FEE**

PHASE 1 - DATA GATHERING, INVENTORY/ANALYSIS, & LOCAL MARKET STUDY	\$46,110
PHASE 2 – PLANNING	\$23,910
PHASE 3 – VISION & PROJECT IMPLEMENTATION, DETAILED FINANCIAL FORECAST	\$42,420
REIMBURSABLE EXPENSES	\$7,560

**TOTAL FEE                    \$120,000**

\*\*\*NOTE - Any additional meetings or services beyond those outlined in this RFP response will be hourly plus associated expenses.



**ATTACHMENT B**  
**SCHEDULE OF RATES**

# SCHEDULE OF RATES

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**Reimbursable Expenses**

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Postage and Shipping	cost + 10%
Mileage and Travel Expenses	cost + 10%
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January 1, 2019

NOTE: All the above-stated fees and expenses are to be billed monthly, and the invoices are due and payable upon receipt. Other reimbursable expenses not shown hereon will be invoiced at our cost plus 10%. These rates are current until January 1, 2020, at which time they may be adjusted by the Design Professional.

## FEE

PHASE 1 - DATA GATHERING, INVENTORY/ANALYSIS, & LOCAL MARKET STUDY	\$46,110
PHASE 2 - PLANNING	\$23,910
PHASE 3 - VISION & PROJECT IMPLEMENTATION, DETAILED FINANCIAL FORECAST	\$42,420
REIMBURSABLE EXPENSES	\$7,560

**TOTAL FEE                      \$120,000**

\*\*\*NOTE - Any additional meetings or services beyond those outlined in this RFP response will be hourly plus associated expenses.



# Peninsula Recreation Area Comprehensive Vision & Project Implementation Plan – Town Council Presentation

August 27, 2019





# your TEAM



**Chris Camp** PLA, ASLA

Principal-In-Charge



**Bram Barth** ASLA, PLA, QHP-IT

Project Manager



**John Lavender** PLA

Lead Planner



**Sean Guth** AIA, NCARB, LEED® AP

Lead Architect



**Eric Sullivan** MBA

Feasibility Principal-In-Charge

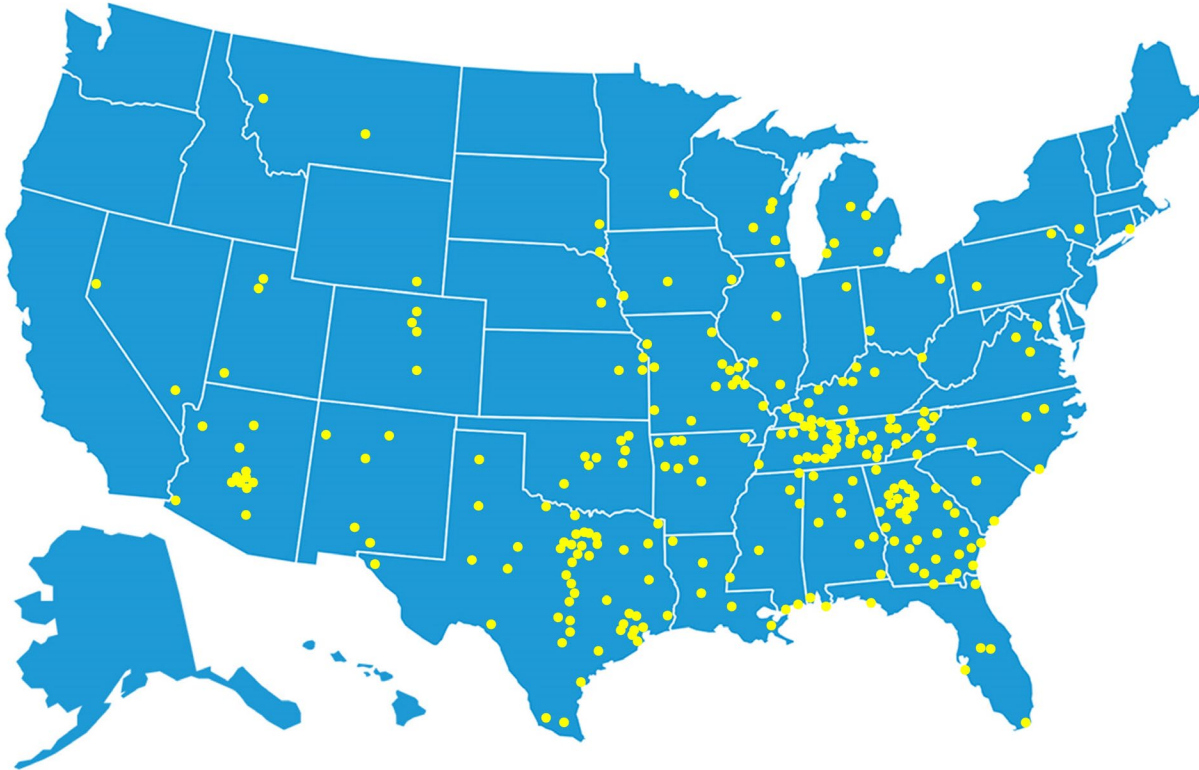




# about US

## Benefit to the Town of Frisco and the Summit County Community:

Our firm and staff's experience developing **hundreds of recreation projects around the country**, as well as internationally, provides us with a deep understanding of **current design trends and standards**. We bring the best of our experiences to each client.



Over **900** Parks and Recreation Projects



Established **1982**



Denver  
Nashville  
Knoxville  
Atlanta

Over **100** parks and recreation master plans



We retain LEED® Accredited Professionals in all disciplines



Created comprehensive planning documents for parks and recreation facilities valued at over **\$2 billion**



**100+** miles of built trails

Developed construction documentation for over **\$400 million** of built facilities

Licensed in **26 states**



# SPACES FOR LIFE

It serves as an internal reminder that **what we are doing matters in the grand scheme of life.**

We have a **moral and fiscal responsibility** to design solutions that **support the people** who will use the spaces we create.

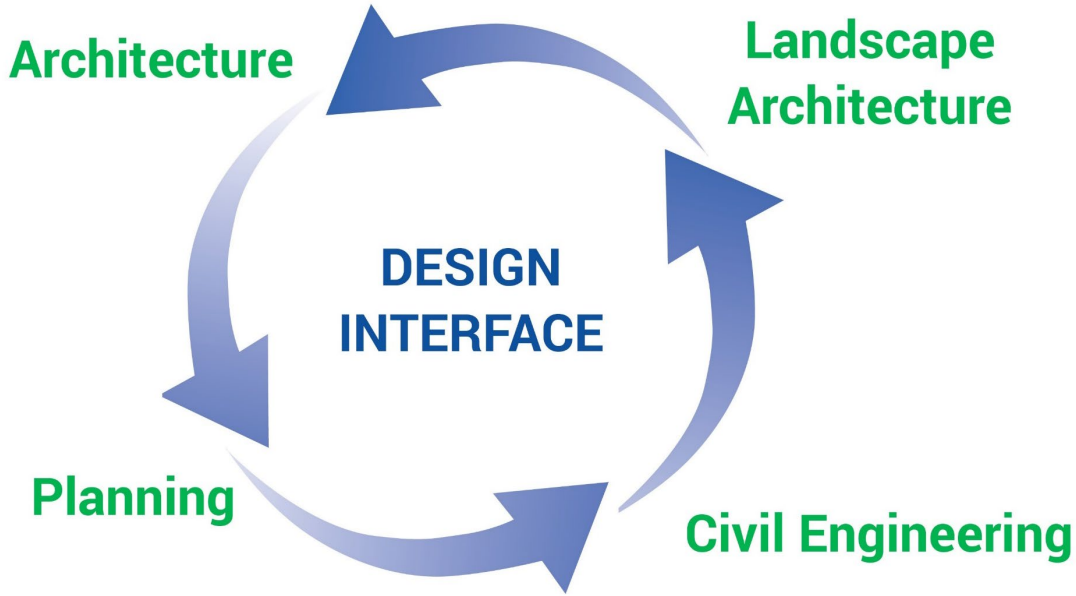
We design **spaces that support the most fundamental human needs to live, work and play.**

Our projects are **sustainable from every aspect** of that word. The **spaces we create will work for our clients** on day one, tomorrow, and **for years to come.**



# our CULTURE

Collaboration in and out of the office





# our DEDICATION

## Our Dedication to the Profession:

We dedicate our time to foster understanding of Park and Recreation Design at Local, National, and even International Levels.





# our EXPERIENCE

1,000's of Miles of Trails





# our EXPERIENCE

Hundreds of Park Buildings



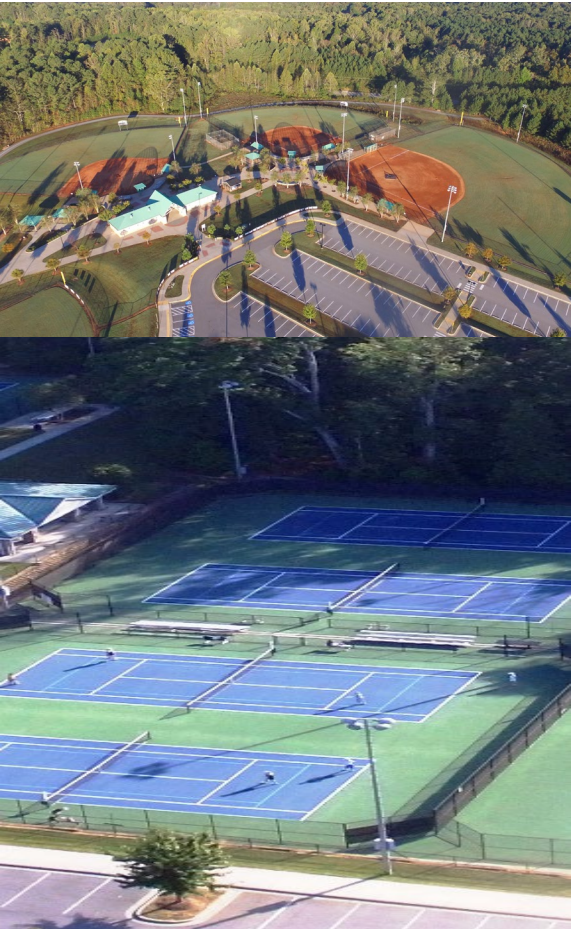






# our EXPERIENCE

Hundreds of Sports Fields





# our EXPERIENCE

Hundreds of Playgrounds





# our EXPERIENCE

## Skateparks





# our EXPERIENCE

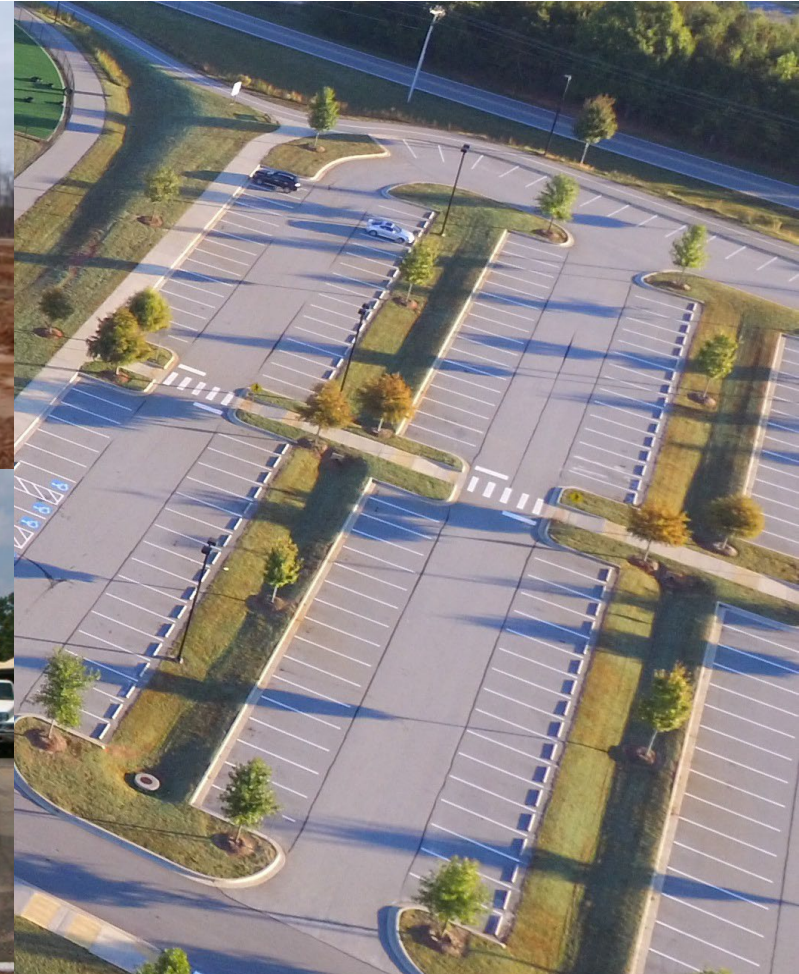
## Dogparks





# our EXPERIENCE

## Sustainable Parking Solutions



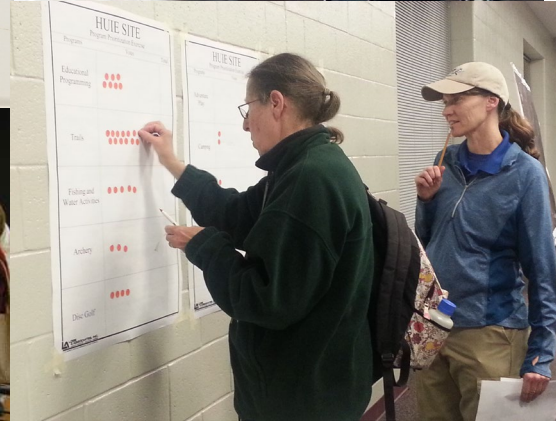


# our EXPERIENCE

## Public Input

*“If the public won’t support it, public officials won’t either.”*

- Town Hall Meetings
- Informal Open House Meetings
- Design Charrettes
- Pop-up Surveys
- Online Surveys
- Social Media



Brookhaven Parks Survey  
Encuesta sobre los parques de Brookhaven

20%

\* 1. Please enter the survey code found on the postcard you received for this survey.  
If you do not have the survey code, please contact Brookhaven Parks and Recreation at 404-637-0534 for the code.

Introduzca el código de la encuesta que se encuentra en la tarjeta postal que recibió para esta encuesta.  
Si no tiene el código de la encuesta, comuníquese con Parques y Recreación de Brookhaven al 404-637-0534 para obtener el código.

Prev Next



## History

- Founded in 2003
- 2,000+ Communities Served
- \$10 Billion+ in Planned Venues

## Clients

- Public
- Private
- Institutional
- Public-Private Partnerships

## Results & Reach

- 30 Million+ Annual Visits at SFA|SFM Facilities
- The Largest Network in the U.S.
- Improving the Health & Economic Vitality of Communities





# *concept to concrete*

**PHASE 1**  
**EARLY CONCEPT**  
**DEVELOPMENT**



**PHASE 3**  
**DEVELOPING**  
**PARTNERSHIPS**



**PHASE 5**  
**FUNDING**  
**PRESENTATIONS**



**PHASE 7**  
**GRAND**  
**OPENING**



CONCEPT

CONCRETE

**PHASE 2**  
**FEASIBILITY &**  
**FORECASTING**



**PHASE 4**  
**FINANCING**  
**STRATEGY**



**PHASE 6**  
**FACILITY & OPS**  
**DEVELOPMENT**



**PHASE 8**  
**STABILIZATION**



# process



## SFA FORECASTING PROCESS OVERVIEW

- Step **1** POPULATION BY DRIVE TIME
- Step **2** AGE SEGMENTATION
- Step **3** PARTICIPATION BY ACTIVITY AND AGE SEGMENT
- Step **4** COMPETITION FACTORS
- Step **5** QUALITY, DIVERSIFICATION, AND DIFFERENTIATION OF NEW FACILITY
- Step **6** CAPABILITIES AND PERFORMANCE OF MANAGEMENT TEAM
- Step **7** ADDITIONAL SOCIO-ECONOMIC FACTORS
- Step **8** GROWTH FACTORS

THIS EIGHT STEP PROCESS ENCOMPASSES 68 DIFFERENT FACTORS USED TO ASSESS THE MARKET OPPORTUNITY AND FORECAST THE OPERATIONAL PERFORMANCE OF A NEW FACILITY.





# your Project

## Goals

*“collaborate and think creatively using the goals and recent community input to update the mater site plan for the PRA.”*

- Maintain existing user group expectations
- Master plan use areas per 2017 prioritization
- Implementation plan through phasing
- Envision a patron friendly future for PRA
- Update supportive planning and visioning goals
- Budgeting for current and future market project costs
- Identify partnership opportunities





# initial BRAINSTORMING

## 2017 Charrette Results



Outdoor Climbing  
Bouldering



Disc Golf  
Expansion



Sleigh Ride  
Amenities



Trail  
Improvements



Skatepark  
Expansion



# initial BRAINSTORMING

## Influences



Lake Dillon



Active Community  
Recreation



Rich History



Tourism &  
Festivals



Life Changing



# initial BRAINSTORMING

## Considerations



Pine Beetle  
Reforestation



Year Round  
Sports Facilities



Recreational  
Education



Dog Sledding



New Technologies

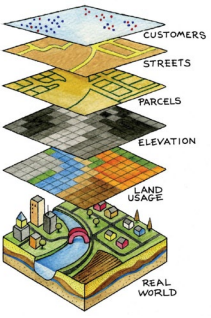
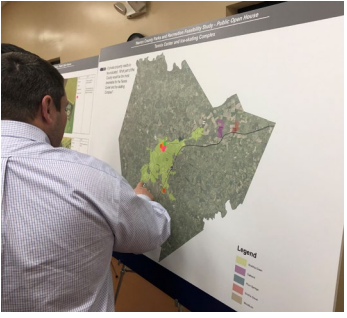
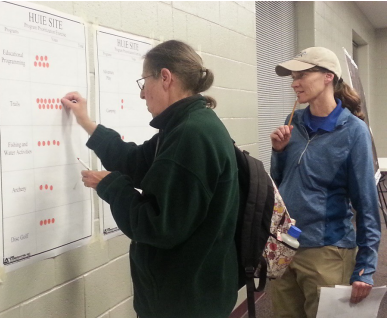
Also supportive and innovative recreational infrastructure; Pavilions, Community Movie Nights, Concessions & Restrooms, etc.



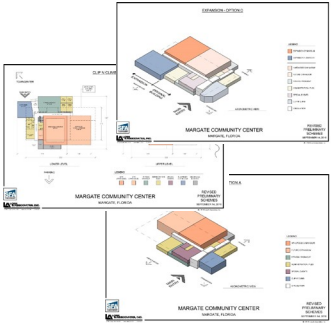
# project APPROACH

## PRA Vision & Implementation

### 1 – Data Gathering, Inventory and Analysis



### 2 – Planning

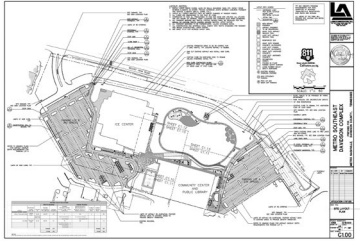


### 3 – Vision & Project Implementation Plan



**Summary of Facility Program**  
 Summary of the Facility Program. GFA produced an initial facility program that was later updated based on the design process. GFA produced an initial facility program that was later updated based on the design process. GFA produced an initial facility program that was later updated based on the design process.

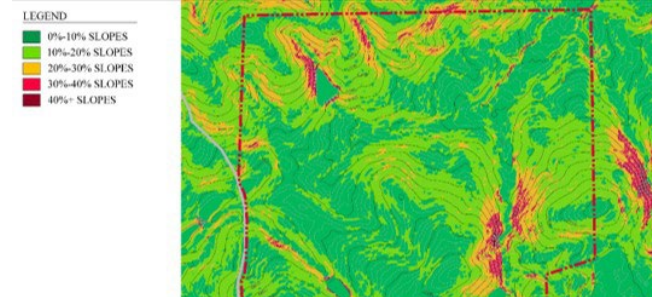
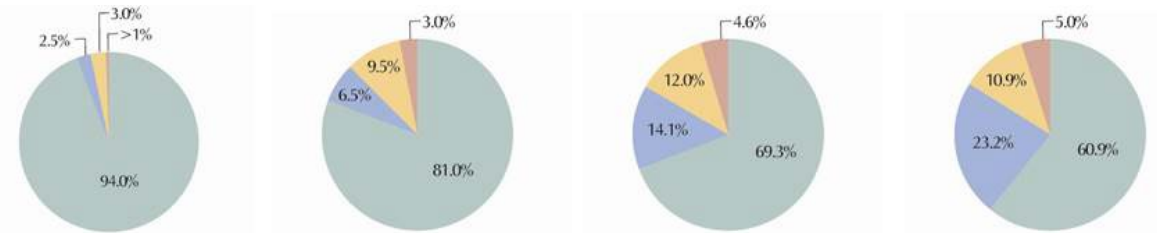
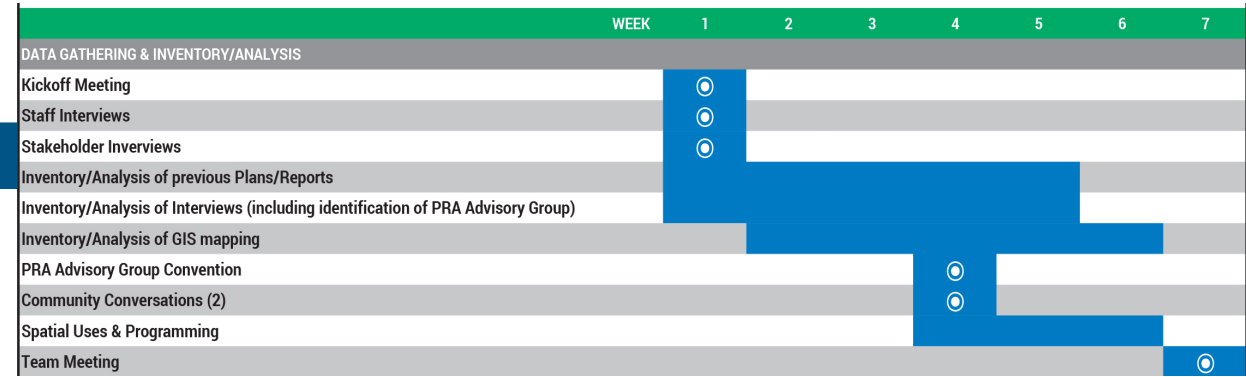
Item	Area (sq ft)	Volume (cu ft)	Weight (lb)	Notes
1. Administration	10,000	100,000	100,000	
2. Community Room	20,000	200,000	200,000	
3. Multi-Purpose Room	30,000	300,000	300,000	
4. Office	5,000	50,000	50,000	
5. Storage	15,000	150,000	150,000	
6. Mechanical	10,000	100,000	100,000	
7. Electrical	5,000	50,000	50,000	
8. Plumbing	5,000	50,000	50,000	
9. Fire Protection	5,000	50,000	50,000	
10. Other	5,000	50,000	50,000	
<b>Total</b>	<b>100,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	



# your Project

## 1 - Data Gathering & Inventory/Analysis

- Kickoff Meeting
- Staff Interviews
- Stakeholder Interviews
- Inventory/Analysis
  - Previous Plans & Documents
  - Interviews
  - GIS Mapping
  - Assessments
  - Market Research
- PRA Advisory Group Convention
- Facility Visits
- Identifying Partnerships
- Community Conversations
- Spatial Uses & Programming
- Team Meeting

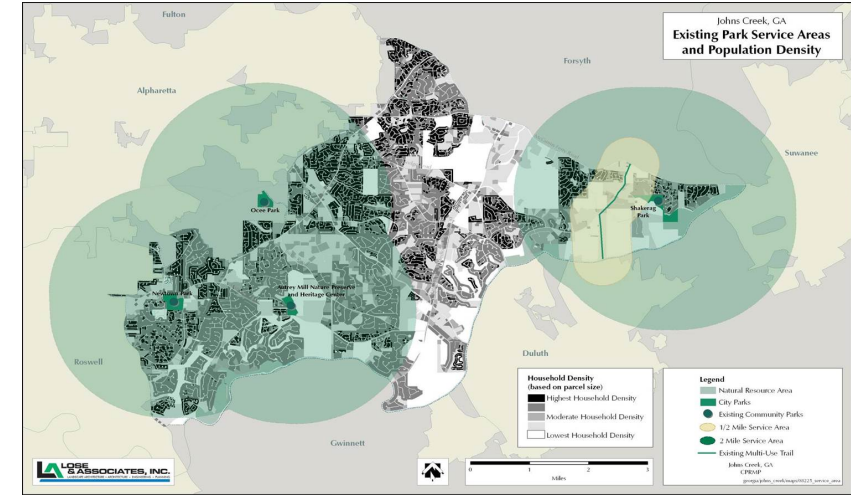
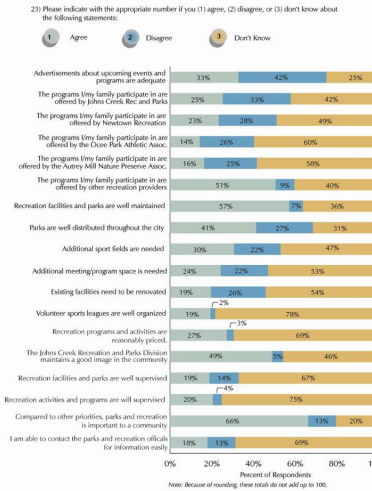
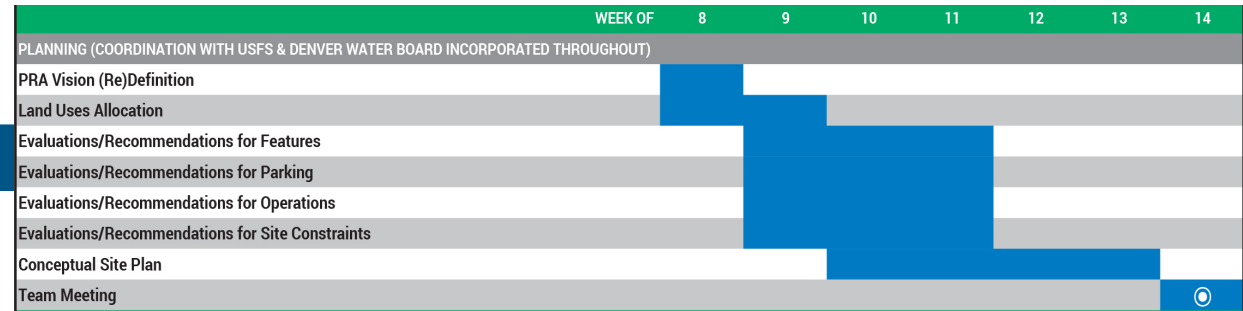




# your Project

## 2 - Planning

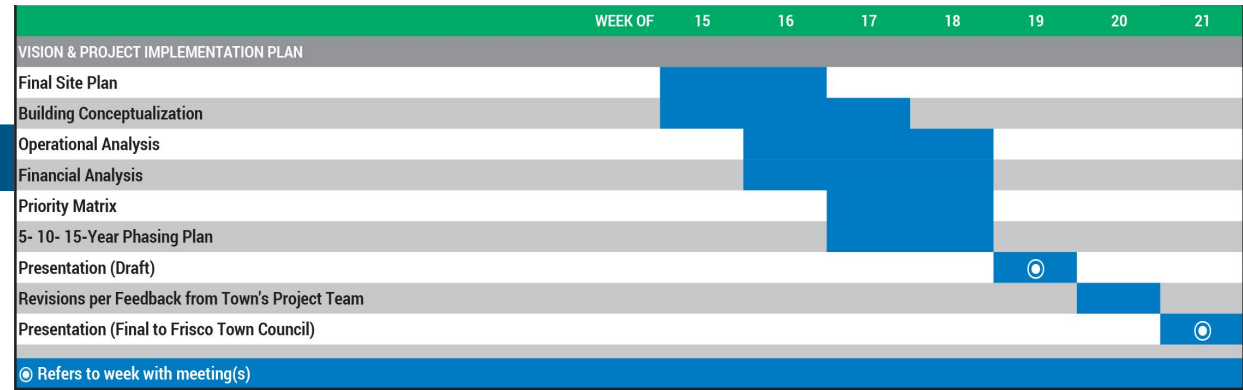
- PRA Vision (Re)Definition
- Land Uses Allocation
- Evaluations/Recommendations
  - Features
  - Parking
  - Operations
  - Site Constraints
- Conceptual Site Plan
- Team Meeting



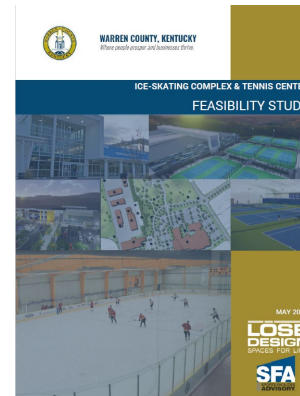
# your Project

## 3 - Vision & Project Implementation

- Final Site Plan
- Building Conceptualization
- Analyses
  - Operational Analysis
  - Financial Analysis
- Priority Matrix
- 5- 10- 15-Year Phasing Plan
- Detailed Financial Forecast (Pro Forma)
- Economic Impact Analysis
- Feasibility Study
- Presentation (Draft)
- Presentation (Final to Frisco Town Council)



How much does it cost to operate?



Total Revenue & Expenses					
Revenue	Year 1	Year 2	Year 3	Year 4	Year 5
In-House Hockey Tournaments	\$0	\$0	\$0	\$0	\$0
Rental Hockey Tournaments	\$54,000	\$81,000	\$113,400	\$141,750	\$148,838
In-House Hockey	\$158,617	\$196,379	\$256,642	\$287,456	\$322,977
In-House Ice Programs	\$165,659	\$187,645	\$210,928	\$250,465	\$275,328
Ice Rental	\$242,140	\$266,355	\$279,672	\$288,062	\$296,704
Sports Performance	\$66,077	\$79,292	\$95,944	\$100,741	\$111,067
Corporate & Group Events	\$29,600	\$32,560	\$37,607	\$38,705	\$41,892
Food & Beverage	\$82,252	\$107,608	\$132,004	\$157,533	\$160,883
Hotel Rebates	\$0	\$0	\$0	\$0	\$0
Tenant Revenue - Retail	\$50,000	\$51,500	\$53,045	\$54,636	\$56,275
Secondary Revenue	\$90,000	\$100,000	\$110,000	\$121,000	\$133,100
<b>Total Revenue</b>	<b>\$938,346</b>	<b>\$1,102,338</b>	<b>\$1,289,242</b>	<b>\$1,440,378</b>	<b>\$1,547,064</b>
Expenses	Year 1	Year 2	Year 3	Year 4	Year 5
In-House Hockey Tournaments	\$0	\$0	\$0	\$0	\$0
Rental Hockey Tournaments	\$8,910	\$13,365	\$18,711	\$23,389	\$24,558
In-House Hockey	\$41,093	\$50,876	\$62,970	\$70,530	\$77,137
In-House Ice Programs	\$35,123	\$39,806	\$44,756	\$52,828	\$57,964
Ice Rental	\$39,953	\$43,948	\$46,146	\$47,530	\$49,956
Sports Performance	\$20,813	\$46,958	\$56,819	\$59,660	\$65,775
Corporate & Group Events	\$8,880	\$9,768	\$11,282	\$11,621	\$12,568
Food & Beverage	\$45,239	\$59,184	\$72,602	\$86,643	\$88,486
Hotel Rebates	\$0	\$0	\$0	\$0	\$0
Tenant Expenses - Retail	\$0	\$0	\$0	\$0	\$0
Secondary Revenue	\$27,000	\$30,000	\$33,000	\$36,300	\$39,930
<b>Total Cost of Goods Sold</b>	<b>\$236,011</b>	<b>\$293,907</b>	<b>\$346,286</b>	<b>\$388,501</b>	<b>\$415,374</b>
<b>Gross Margin</b>	<b>\$702,335</b>	<b>\$808,432</b>	<b>\$942,956</b>	<b>\$1,051,877</b>	<b>\$1,131,690</b>
<b>% of Revenue</b>	<b>75%</b>	<b>73%</b>	<b>73%</b>	<b>73%</b>	<b>73%</b>
Facility Expenses	\$423,992	\$425,705	\$432,549	\$439,489	\$446,045
Operating Expense	\$199,000	\$181,926	\$190,168	\$197,184	\$202,669
Management & Administrative Payroll	\$358,000	\$372,320	\$387,213	\$402,701	\$418,809
Payroll Taxes/Benefits/Bonus	\$107,525	\$116,622	\$126,202	\$135,382	\$142,033
<b>Total Operating Expenses</b>	<b>\$1,088,517</b>	<b>\$1,096,874</b>	<b>\$1,136,132</b>	<b>\$1,174,766</b>	<b>\$1,209,556</b>
<b>EBITDA</b>	<b>(\$386,182)</b>	<b>(\$288,142)</b>	<b>(\$193,176)</b>	<b>(\$122,879)</b>	<b>(\$77,866)</b>







Thank you!





MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: JOYCE ALLGAIER, COMMUNITY DEVELOPMENT DIRECTOR**  
**RE: RESOLUTION 19 - 31, ADOPTING THE “FRISCO HOUSING HELPS PROGRAM”**  
**DATE: AUGUST 27, 2019**

**Summary:** This memorandum proposes the framework for a housing program, called, “Frisco Housing Helps Program”, (hereinafter the “Program”). The Program is one strategy that strives to address the Town Council’s priority goal to implement housing solutions. It is acknowledged that solutions to housing the workforce come in a variety of approaches and the Program is but one of an integrated approach to achieve the Council’s housing goals.

Resolution 19 - 31 attached for your consideration, would establish the Program. Under the Program, the Town would pay homeowners, buyers, sellers, investors, or businesses for an occupancy deed restriction on the property. The occupancy restriction will limit the use of the property to local employees and as proposed uses the employment definition of 30 hours per week, averaged over a year.

Staff believes this program will help locals obtain and maintain housing, help businesses house their employees, help incentivize investment in local housing, and help preserve the character of the Frisco community. The Program is similar to those of Vail InDeed and Breckenridge’s Housing Helps Program, but tailored to the Frisco community.

This memo lays out a framework for how the program would work and offers some options for the Town Council to consider. As proposed in the resolution, the Program would restrict occupancy to workers, prohibit short term rental, not allow for the ownership of other residential properties (unless for rental to workers only). The Program would not have a requirement of AMI income target limit, appreciation cap, rental rates, or resale price cap but would allow the market to determine those considering the property use limitations due to the deed restriction. Seven year occupancy in deed restricted housing would be required for retirement in place.

Funding for the Program would come from the Town of Frisco 5A Housing Funds budget. Projected 5A funds are included in the “Financial” section of this report.

**Background Information:**

- In 2017 the Town Council appointed the Frisco Housing Task Force, comprised of knowledgeable citizens in the housing arena from financing to construction. In 2018 the task force produced the Frisco Housing Task Force Report which documented housing needs and recommended numerous strategies to address Frisco’s housing issues on both the

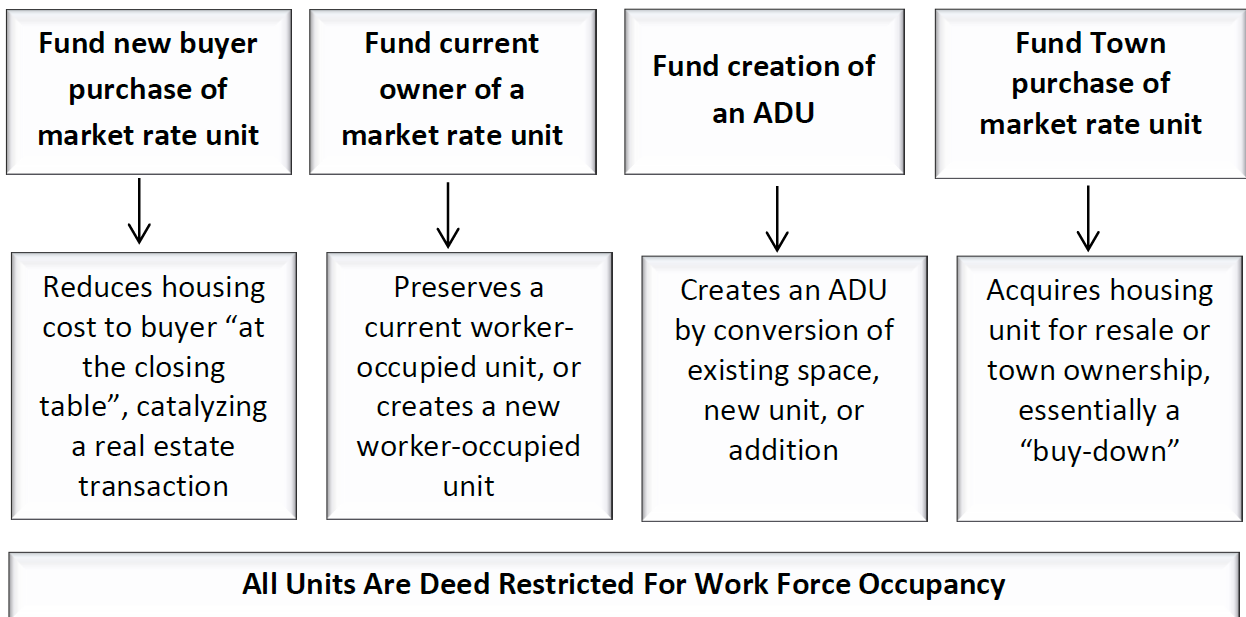


construction project and policy fronts. The task force suggested the Town find ways of working with businesses and individuals to help them attain workforce housing. The Frisco Housing Helps program would be such a strategy.

- In the 2019-2020 Strategic Plan, the Town Council identified “Implement Housing Solutions” as a high priority goal under the guiding principle of “Inclusive Community”. A key step in undertaking this goal is to implement housing opportunity programs through use of the 5A Housing Funds.
- On July 23, 2019, the Town Council conducted a work session to discuss a 5-Year Strategic Housing Plan. Three (3) key components of the proposed plan included recommendations regarding 1.) the CDOT Construction Project, 2.) a Business Housing Support Program, and 3.) a Buy-down Program. As discussed on the 23<sup>rd</sup>, staff will continue to pursue strategy #1, by working with CDOT on an agreement that would bring about the construction of a workforce housing project.

The proposed “Frisco Housing Helps” melds ideas from the proposed 5-Year Strategic Plan items #2 (Business Support), and #3 (Buy-downs), shown above.

**Analysis - Considerations and Recommendations:**



While not using these common housing-related terms directly, Frisco Housing Helps is a hybrid program drawing from the basics of buy-downs, down payment assistance, and construction subsidy. Four key ways that the new proposed Program will help the Town of Frisco attain and increase its deed restricted housing inventory include:

- Opportunity 1: Town provides cash to buyer at time of private party real estate transaction with the condition that the property will be occupancy deed restricted. This enables the buyer to gain access to and acquire a property that might be financially unattainable without the assistance aspect of the program.

- Opportunity 2: Town provides cash to current property owner in return for an occupancy deed restriction. This enables the owner to obtain cash for repairs, upgrades, homeowner association assessments, or any other purpose, and it enables the Town to purchase a deed restriction.
- Opportunity 3: When appropriate to take advantage of an opportunity, the Town purchases a market rate or existing deed restricted housing unit and resells the property with a new or revised occupancy deed restriction attached to the property and may include AMI limits or other measures as determined by the Town.
- Opportunity 4: Town provides cash to property owner to construct an accessory dwelling unit approved under the terms of the Frisco Unified Development Code (presently requires maximum AMI of 100%). (This option is the only applicability of the Program for new construction as the Town has a housing density bonus incentive already in place through the UDC.)

Within these options, the deed restriction will include an occupancy provision requiring the property be used as a primary residence by persons (and families) who are employed full time in Ten Mile Basin of Summit County (30 hours/week average/year), participant may not own other residential real estate unless they are renting the Housing Helps unit to a qualified employee, and with the exception of Option 4, may not be used for new construction. The program is intended to aid in the conversion of existing housing stock to become part of the deed restricted inventory.

As provided for in the resolution, the Town Manager, after consultation with and acceptance of the specific terms of each transaction by the Mayor and Finance Director, and after review by the Town Attorney, will be authorized, empowered, and directed to approve of transactions and sign agreements to implement the Program.

In researching the Program, staff has found that in both the Breckenridge and Vail programs, it is anticipated that the reduction in value of a free market unit, once deed restricted, is around 10 to 15%. The determination about how much to pay an owner or buyer for the deed restriction will be determined by:

- 1.) comparing similar market rate and deed restricted properties to determine the impact of the deed restriction,
- 2.) the current market conditions and circumstances,
- 3.) how well the property meets current community needs (size, location, access to transit, etc.), and
- 4.) amount requested and participant's justification.

Staff anticipates that the value of a deed restriction may be approximately 10-15% of the market value of the property but the exact amount that the Town will pay will be determined through negotiation between the Town and the participant. The Town will utilize market information from local licensed real estate appraisers and professionals, or other qualified persons to determine value. To help illustrate the impact of the Program, Table 1, identified changes in affordability.



**Table 1-Effects of Frisco Housing Helps Program on Housing Attainment relative to AMI**

Market Rate Home Price	Town Buy-Down Cost	Subsidy Percentage of Home Price	Subsidized Home Price	Approximate AMI Category 1-Bedroom	Approximate AMI Category 2-Bedroom
\$600,000	\$50,000	8.3%	\$550,000	200%	160%
\$550,000	\$50,000	9.1%	\$500,000	180%	150%
\$500,000	\$50,000	10.0%	\$450,000	160%	140%
\$450,000	\$50,000	11.1%	\$400,000	150%	120%
\$400,000	\$50,000	12.5%	\$350,000	130%	110%
\$350,000	\$50,000	14.3%	\$300,000	120%	100%
\$300,000	\$50,000	16.7%	\$250,000	100%	85%

**Financial Impacts:** As shown in the table below, the Town of Frisco’s Housing fund balance available for programming at the end of 2019 is estimated to be \$4.7M. Funds exist to support the Frisco Housing Helps Program immediately and to the extent the Town Council wishes to expend them.

The Town receives 5A funds from the original 0.125% 5A sales tax that will continue, and receives additional funds for the 2017 .6% 5A sales tax that will sunset at the end of 2026. Considering these sources, approximately \$1.3M total each year from both of the tax measures combined is projected. This table illustrates projected revenues over the course of the 5 years of the Plan (through 2023), and the amounts available for new construction projects and programs.

<b>5A Projected Available Revenues</b>	
Estimated fund balance year end 2019	\$ 4,700,000
Year 2020 projected revenues	\$ 1,300,000
Year 2021 projected revenues	\$ 1,300,000
Year 2022 projected revenues	\$ 1,300,000
Year 2023 projected revenues	<u>\$ 1,300,000</u>
Total 5A revenues available	\$ 9,900,000

Use of the funds will be determined by the success of the program or any desired limits to use as determined by the Town Council.

**Alignment with 2019-2020 Strategic Plan:** In the Frisco 2019-2020 Strategic Plan, the Town Council identified, “Implement Housing Solutions” as a high priority goals under the guiding principle of “Inclusive Community.”. The Frisco Housing Helps Program would further efforts to address this goal. Additionally, the Program cut across other guiding principles of the Strategic Plan including, “Sustainable Economy” because of the direct relationship that housing the workforce has to the success of Frisco’s businesses

**Staff Recommendation:** Staff recommends that the Town Council evaluate and provide direction on the Frisco Housing Helps Program introduced in this memorandum. A resolution is

provided for action. Should the Town Council choose to adopt the proposed resolution as drafted or with amendments, a motion is provided.

“I move to APPROVE Resolution 19-31, A RESOLUTION ESTABLISHING THE FRISCO HOUSING HELPS PROGRAM.”

Considerations for Council might include:

- Acceptable to decision-making by town manager, with acceptance of terms by the mayor and finance director, and with review by the town attorney
- Geographic area for use of the program is within the Town of Frisco boundaries
- Work area for employees would be 10 Mile Basin (as proposed) or Summit County
- Acceptable to program terms of no AMI limit required, resale cap, appreciation cap, no other residential property ownership, retirement after seven years, etc.
- Acceptable to funds being used for accessory dwelling unit construction per the UDC provisions in place at time

If the Town Council approves the Resolution 19 - 31, staff would move forward to create a deed restriction template, confirm decision-making guidelines, launch and aggressively market the Program by reaching out to local realtors and the Summit Association of Realtors, establish a Program website, finalize forms and documents for implementation, and begin greater community outreach to potential participants (businesses, buyers, HOAs, SCHA, etc.)

**Reviews and Approvals:** This report has been reviewed and approved by:

Bonnie Moinet, Finance Director -  
Nancy Kerry, Town Manager – Approved



**Town of Frisco  
County of Summit  
State of Colorado  
RESOLUTION 19-31**

A RESOLUTION ESTABLISHING THE “FRISCO HOUSING HELPS PROGRAM”

WHEREAS, in its 2019-2020 Strategic Plan, the Town Council has identified the goal “Implement Housing Solutions” as a high priority under the guiding principle of “Creating an Inclusive Community”. Such goal is the foundation for developing and implementing housing initiatives to address workforce housing; and

WHEREAS, needs assessments of workforce housing conducted by the Summit Combined Housing Authority in 2013 and updated in 2016 document a deficit of sufficient housing for locals, most specifically people who are employed in the Frisco community, significantly impacting the ability of businesses to recruit and retain employees who provide the goods and services that support a sustainable economy; and

WHEREAS, a recorded restrictive covenant limiting the use of real property for working people is commonly known as a “deed restriction;” and deed restrictions have successfully been used in Frisco to ensure that housing will be accessible and attainable to working people; and

WHEREAS, a deed restriction requiring that real property only be used to provide workforce housing is one tool that can be used to further the Town Council’s goal of providing more housing for the residents of the Town; and

WHEREAS, the Town Council finds and determines that the public interest will be furthered by the adoption and implementation of a program to acquire suitable deed restrictions on housing located within the Town of Frisco; and

WHEREAS, the program is referred to in this resolution as the “Frisco Housing Helps Program;” and

WHEREAS, the Frisco Housing Helps Program could take one of several forms, including, without limitation, the following:

- Option 1: Town provides cash to buyer at time of private party real estate transaction with the condition that the property will be occupancy deed restricted. This enables the buyer to gain access to and acquire a property that would be financially unattainable without the buy down assistance by the program.

- Option 2: Town provides cash to current property owner in return for an occupancy deed restriction. This enables the owner to obtain cash for repairs, upgrades, homeowner association assessments, or any other purpose, and it enables the Town to purchase a deed restriction.
- Option 3: Town purchases a market rate or existing deed restricted housing unit and resells the property with a new or revised occupancy deed restriction attached to the property and may include Average Median Income limits as determined by the Town.
- Option 4: Town provides cash to property owner to construct an accessory dwelling unit approved under the terms of the Frisco Unified Development Code.

Within these options, the deed restriction will include an occupancy provision requiring the property be used as a primary residence by persons (and families) who are employed full time in Ten Mile Basin of Summit County (30 hours/week average/year); and

WHEREAS, the Town Council desires to formally adopt and begin immediate implementation of the Housing Helps Program.

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

Section 1. The Town Manager, after consultation with and acceptance of the specific terms of each transaction by the Mayor and Finance Director, and reviewed by the Town Attorney, is authorized, empowered, and directed to begin immediate implementation of the Frisco Housing Helps Program outlined above. Without limiting the generality of the preceding sentence, the Town Manager is authorized, empowered, and directed to take the following action:

- A. Implement the Frisco Housing Helps Program through negotiation and purchase of suitable deed restrictions involving real property located in Frisco.
- B. Make, enter into, and execute purchase and sale agreements, deed restrictions, instruments, papers, and other documents necessary or appropriate for the purchase of suitable deed restrictions in accordance the Frisco Housing Helps Program;
- C. Expend funds that have been budgeted and appropriated in the Town's 5A Housing Fund for costs associated with the acquisition of deed restrictions pursuant to the Frisco Housing Helps Program, including, without limitation, costs for purchases, appraisals, legal fees, filing fees, closing costs and title insurance.
- D. Perform all other things necessary or appropriate for the purchase of deed restrictions pursuant to the Housing Helps Program.



Section 2. The following criteria shall be used by the Town Manager in determining whether to acquire a particular deed restriction for the Town:

- A. Whether the particular deed restriction would further the housing goals for working people established from time to time by the Town Council.
- B. Whether the particular deed restriction would support and help to grow and maintain a permanent population within the Town of Frisco that grows a diverse community where a wide range of demographics, economics, occupations, and family household sizes are served.
- C. Whether there is a demonstrated housing need within Frisco for a defined segment (i.e., for rent, for sale, owner occupied, etc.) of the residential property market.
- D. Whether the market value of the deed restriction is comparable in value to other existing deed restrictions within the Upper Blue River Basin as demonstrated by a licensed real estate appraiser or other person qualified to make such determination in the opinion of the Town Manager.
- E. Whether the particular deed restriction would be a cost effective and efficient use of the Town's limited supply of financial resources.
- F. Whether fair market value is paid for the deed restriction relative to the current market conditions (i.e., supply and demand and other relevant factors).

Section 3. This resolution is effective upon adoption.

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

ATTEST:

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

APPROVED IN FORM

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Town Attorney

Date



# **“Frisco Housing Helps”**

## **Increasing Frisco’s Deed Restricted Housing Inventory Resolution 19 - 31**



**Presented to Frisco Town Council**

**August 27, 2019**

By:

Joyce Allgaier, Community Development Director

# Discussion Agenda

- Introduction
- Background
- 5A Budget Status
- Overview of the Frisco Housing Helps Program
- Q & A
- Council Direction and Action

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

- 2019 Frisco Community Plan



# Introduction

## 2019-2020 Strategic Plan: Create an “Inclusive Community”

### Implement Housing Solutions

- A Housing Program for Individuals and Businesses
- Aligned with 5A Budget 2019-2023
- Supported by 2018 Housing Task Force Report & SCHA Needs Assessment

# 5A Budget Status

Laying the 5A Budget Groundwork 2019-2023

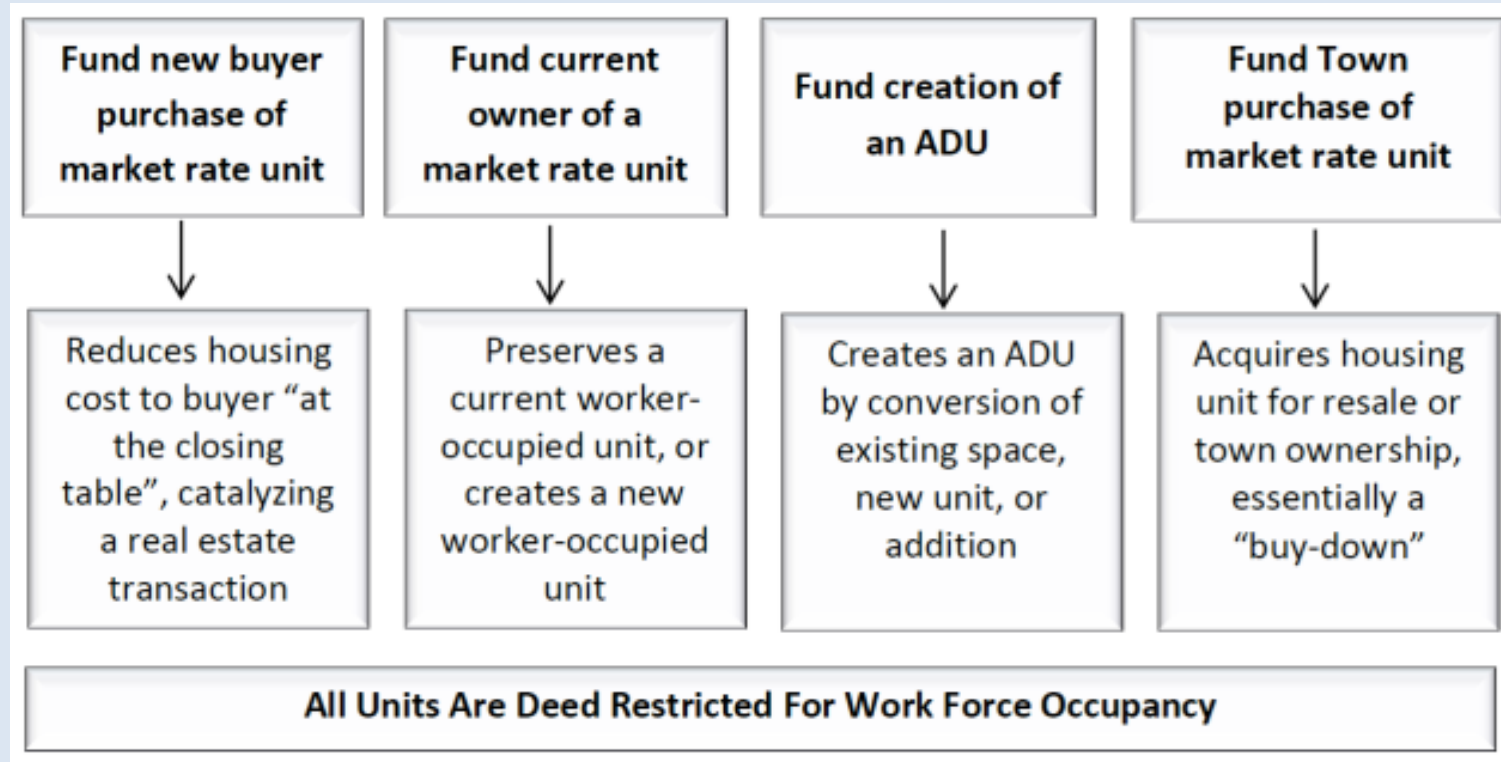
<u>5A Projected Available Revenues</u>	
Estimated fund balance year end 2019	\$ 4,700,000
Year 2020 projected revenues	\$ 1,300,000
Year 2021 projected revenues	\$ 1,300,000
Year 2022 projected revenues	\$ 1,300,000
Year 2023 projected revenues	<u>\$ 1,300,000</u>
Total 5A revenues available	\$ 9,900,000



# Program Overview

- **What?** A program to increase the deed restricted housing inventory for working people in Frisco.
- **How?** Pay individuals and businesses with 5A Funds for a deed restriction on existing housing stock or to create an ADU.
- **When?**
  - ... A worker buys a market rate unit
  - ... An owner of an existing unit is ready to deed restrict
  - ... An owner or business wishes to build an ADU
  - ...Town has opportunity for buy down
- **Cost?** Value of the deed restriction is determined for each property individually. +/- 10-15% of market value

# Program Overview





# Program Overview

## *Criteria for Consideration of Value*

- *Compare similar market rate and deed restricted properties (impact of restriction)*
- *Current market conditions/circumstances*
- *Location, size, access to transit and condition*
- *Amount requested*
- *Furtherance of housing goals – types of housing needed*
- *Recommendations from real estate professionals*

# Questions and Discussion







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MEMORANDUM

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P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: NANCY KERRY, TOWN MANAGER**  
**RE: DISPOSABLE BAG FEE ORDINANCE**  
**DATE: AUGUST 27, 2019**

**Summary and Background:** This is the second reading of adopting a fee for use of disposable bags during the work session and on regular to provide the opportunity to adopt the attach ordinance.

During the Town Council Strategic Planning Workshop in April, Council created the Strategic Priority, Sustainable Environment. To meet this priority Council created the goal to reduce the amount of waste that the Town of Frisco produces with plans to adopt a disposable bag (both paper and plastic) fee ordinance. The disposable bag fee will address the environmental problems associated with disposable bags and to meet the Town Council's goal of reducing waste. The Town Council intends that the requirements of this ordinance will assist in offsetting the costs associated with using disposable bags to pay for the mitigation, educational, replacement, and administrative efforts of the Town.

**Analysis:** The Town, through its policies, programs, and laws, supports efforts to reduce the amount of waste that must be land-filled and pursue sustainability initiatives as a goal by emphasizing waste prevention efforts. The use of single-use disposable bags has severe impacts on the environment, from both a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, atmospheric acidification, water consumption and solid waste generation.

Despite recycling and voluntary solutions to control pollution from disposable carryout bags, many disposable single-use bags ultimately are disposed of in landfills, litter the environment, block storm drains and endanger wildlife. The Town Council aims to conserve resources, reduce greenhouse gas emissions, waste, and litter, and to protect the public health, safety, and welfare, including wildlife, all of which increase the quality of life for the town's residents and visitors. Studies document that charging a mandatory fee on disposable bags can dramatically reduce the use of these bags.

Key Features of the Ordinance

Bag fee: Proposed at \$0.25 (ten cents), which is a common, if not standard fee.

Requires creation of “*Disposable bag fee public outreach plan*” to raise awareness and educate residents and visitors regarding the Disposable Bag Fee and requires informational sessions and communications with Retail Stores to explain the Disposable Bag Fee.

Implementation date: January 1, 2020 to provide retailers sufficient time for education, awareness and implementing processes.

**Financial Impact:** The amount of revenue generated is not anticipated to be significant, as many communities nationwide have long ago adopted a similar fee resulting in measurable increase in the number of people who already use reusable bags. Proceeds from the fee will fund the education, outreach, and staff support of the program.

Over the years, with many communities around the country banning single-use plastic bags, or adopting a fee for use of single-use and disposable bags, the impact to businesses has been minimized as the use of reusable bags trended upward. In addition, the attached Ordinance allows businesses to keep the revenue collected for the first twelve months, up to \$1,000 per month, to offset first-year implementation expenses.

**Alignment with Strategic Plan:** Adoption of a fee for use of disposable bags will help reduce single use plastic bags and other disposable bags. Adoption of the attached ordinance aligns with Town Council’s Sustainable Environment goals in the 2019-2020 Strategic Plan.

**Staff Recommendation:** Staff recommends the Council take one of the following options:

1. Adopt the attached ordinance; or
2. Provide direction to staff regarding changes to the ordinance in accordance with Town Council’s interests and goals.

**Reviews and Approvals:**

Bonnie Moinet, Finance Director - Approved



**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-14**

AN ORDINANCE ESTABLISHING A “DISPOSABLE BAG FEE”; PROVIDING FOR THE PAYMENT AND COLLECTION OF SUCH FEE; AND PROVIDING OTHER DETAILS RELATED TO THE DISPOSABLE BAG FEE AND, IN CONNECTION THEREWITH, ESTABLISHING A NEW TITLE FOR CHAPTER 124 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING NUISANCES, AND RE-ORDERING THE PROVISIONS OF SAID CHAPTER.

WHEREAS: the use of all disposable shopping bags (plastic and paper) has significant environmental impacts on a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, water consumption, and solid waste generation; and

WHEREAS: the Town Council adopted the “Frisco 2019-2020 Strategic Plan” on May 28, 2019, which sets forth a series of sustainability initiatives that the Town should undertake; and set a Town Council high priority to “Adopt the Climate Action Plan,” and initiatives including “reducing waste,” “promotion of reusable” products; and

WHEREAS, despite recycling and voluntary efforts to control pollution from disposable bags, relatively few disposable bags are recycled, and these bags last decades in the landfill or end up as litter; and

WHEREAS, numerous studies have documented the prevalence of disposable bags littering the environment, blocking storm drains, and endangering wildlife; and

WHEREAS, approximately two billion disposable bags are used annually in Colorado, but less than five percent are recycled; and

WHEREAS, the best alternative to disposable bags is to shift to reusable bags for shopping; and

WHEREAS, the Town Council aims to conserve resources, reduce greenhouse gas emissions, waste, and litter, and to protect the public health, safety, and welfare, including wildlife, all of which increase the quality of life for the Town’s residents and visitors; and

WHEREAS, studies document that charging a mandatory fee on Disposable Bags can dramatically reduce the use of these bags; and

WHEREAS, The Town of Frisco believes that residents and visitors should use reusable bags and that a fee on the distribution of disposable bags is appropriate to dissuade the use of

disposable bags and fund the Town’s efforts to educate residents, businesses, and visitors about the impact of disposable bags on the regional environmental health and to fund the use of reusable bags, Town cleanup events, and infrastructure and programs that reduce waste in the community; and

WHEREAS, based on the information that has been provided to the Town Council by the Town staff, the disposable bag fee imposed by this Ordinance bears a reasonable relationship to the anticipated cost of providing the Town programs and services described in this Ordinance.

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

Section 1. That Chapter 124 of the Code of Ordinances of the Town of Frisco (the “Code”) shall be re-titled from “NUISANCES” to “PUBLIC HEALTH AND SAFETY,” and that there shall be established in Chapter 124 a new Article I thereof, entitled “Nuisances” consisting of Sections 124-1 through 124-11. Further, that each and every reference within said Sections 124-1 through 124-11 to the word “Chapter” shall be replaced with the word “Article.”

Section 2. That a new Article II of Chapter 124, titled “Disposable Bag Fee” is hereby established to read in its entirety as follows:

## ARTICLE II

### DISPOSABLE BAG FEE

#### § 124-12. Intent.

A. The Disposable Bag Fee adopted by this Article is necessary to address the environmental problems associated with Disposable Bags and to relieve Town taxpayers of the costs imposed upon the Town associated with the use of Disposable Bags. The Town Council intends that the requirements of this Article will assist in offsetting the costs associated with using Disposable Bags by paying for the mitigation, educational, replacement, and administrative efforts of the Town.

B. The Disposable Bag Fee established by this Article is not designed to raise revenues to defray the general expenses of Town government, but rather is a charge imposed for the purpose of defraying the cost of the particular Town services and programs described in this Article.

#### § 124-13. Purpose.

It is the purpose of this Article to protect the public health, safety, and welfare, and to implement both the Town’s 2019-2020 Strategic Plan, including its Climate Action Plan, initiatives to promote reusable products, and the Town’s Comprehensive Plan.



**§ 124-14. Definitions.**

As used in this Article, the following words shall have the following meanings. Where terms are not defined, they shall have their ordinarily accepted meanings within the context that they are used.

*Customer:* means any person who makes a retail purchase from a Retail Store.

*Disposable bag:* means, except as provided in Section 124-19, any bag, other than a Reusable Bag, that is provided to a customer by a retailer at the point of sale for the purpose of transporting goods.

*Disposable bag fee:* means the Town fee imposed by this Article that is required to be paid by each Consumer making a purchase from a Retail Store for each Disposable Bag used during the purchase, and imposed for the purpose of mitigating the impacts of Disposable Bags.

*Disposable bag fee public outreach plan:* means a program to be put in place by the Town to raise awareness and educate both residents and visitors on the Disposable Bag Fee. The program shall at a minimum include informational sessions and communications with Retail Stores to explain the Disposable Bag Fee and the Retail Store's obligations.

*Finance director:* means the Finance Director of the Town of Frisco, or such person's designee.

*Retail store:* means any public commercial business engaged in the sale of personal consumer goods, household items, or groceries to customers who use or consume such items. "Retail store" does not include temporary vendors at farmer's markets or other temporary events; or restaurants or other businesses (e.g., service providers such as salons and spas) where retail sales are clearly secondary and incidental to the primary activity occurring within the business.

*Reusable bag:* means a bag made of canvas, woven polypropylene, or similar types of durable materials.

**§ 124-15. Disposable Bag Fee Established.**

For each Disposable Bag provided to a Customer, each Retail Store shall collect from customers, and customers shall pay, at the time of purchase a Disposable Bag Fee of \$0.25. The Disposable Bag Fee shall be remitted by the Retail Store to the Town in accordance with Section 124-17 of this Article. The Town Council may annually evaluate and change by resolution the amount of the Disposable Bag Fee, the amount of the Retained Percent, or both the amount of the Disposable Bag Fee and the amount of the Retained Percent.

**§ 124-16. Disposable Bag Fee Requirements.**

A. Retail Stores shall record the number of Disposable Bags provided and the total amount of Disposable Bag Fees charged on the customer transaction receipt as a separate and distinct item.

B. A Retail Store shall not refund to the customer any part of the Disposable Bag Fee, either directly or indirectly, nor shall the Retail Store advertise or state to customers that any part of the Disposable Bag Fee will be refunded to the customer.

C. A Retail Store shall not exempt any customer from any part of the Disposable Bag Fee for any reason except as stated in Section 124-19.

**§ 124-17. Retention, Remittance, and Transfer of the Disposable Bag Fee.:**

A. A Retail Store may retain 50 percent of each Disposable Bag Fee collected, which is the “Retained Percent”, up to a maximum amount of \$1,000 per month to and through August, 2020, and \$100 per month maximum for all months thereafter.

B. The Retained Percent may only be used by the Retail Store to:

1. Provide educational information about the Disposable Bag Fee to customers;
2. Provide the signage required by Section 124-18, “Required Signage”;
3. Train staff in the implementation and administration of the fee;
4. Improve or alter infrastructure to allow for the implementation, collection, administration of the fee;
5. Collect, account for, and remit the fee to the Town;
6. Develop and display informational signage to inform consumers about the fee
7. Encourage the use of Reusable Bags or promote recycling of Disposable Bags; and
8. Improve infrastructure to increase disposable bag recycling.

C. The Disposable Bag Fee shall be exempt from the Town of Frisco sales tax.

D. The amount of the Disposable Bag Fee collected by a Retail Store in excess of the Retained Percent shall be paid to the Town and shall be used only as set forth in Subsection G to mitigate the effects of Disposable Bags in Frisco.

E. Every Retail Store providing Disposable Bags subject to the Disposable Bag Fee shall be liable and responsible for the payment of the amount outlined in Subsection D. above to the Town, and shall file a report each month on forms prescribed by the Finance Director before the twentieth day of each month for the preceding month. All sums of money collected by Retail



Stores for the Disposable Bag Fee imposed by this chapter minus the “Retained Percent” are intended exclusively for use as outlined in Subsection G. Each Retail Store required to collect and remit the Disposable Bag Fee shall hold such monies in trust until paying them to the Town.

F. The Disposable Bag Fee shall be administered by the Finance Director. The Finance Director is authorized to adopt administrative rules to implement this Article, prescribe forms and provide methods of payment and collection, and otherwise implement requirements of this Article.

G. Funds from the Disposable Bag Fee paid to the Town shall be used only for the expenditures that are intended to mitigate the effects of Disposable Bags, including without limitation the following:

1. Administrative costs associated with developing and implementing the Disposable Bag Fee.
2. Activities of the Town to:
  - a. Provide Reusable Bags to residents and visitors;
  - b. Educate residents, businesses, and visitors about the impact of Disposable Bags on the Town’s environmental health, the importance of reducing the number of Disposable Bags entering the waste stream, and the impacts of Disposable Bags on wildlife and the environment;
  - c. Fund programs and infrastructure that allow the Frisco community to reduce waste associated with Disposable Bags;
  - d. Purchase and install equipment designed to minimize bag pollution, including, recycling containers, and waste receptacles associated with Disposable Bags;
  - e. Fund community cleanup events and other activities that reduce litter associated with Disposable Bags;
  - f. Maintain a public website that educates residents on the progress of waste reduction efforts associated with Disposable Bags; and
  - g. Fund the administration of the Disposable Bag Fee program.

H. No Disposable Bag Fees collected in accordance with this Article shall be used only for general municipal or governmental purposes or spending.

I. Disposable Bag Fees collected in accordance with this Article shall be continually available for the uses and purposes set forth in subsection G. of this section without regard to fiscal year limitation. No Disposable Bag Fee funds shall be used for any purpose not authorized in this Article.

**§ 124-18. Required Signage.**

Every retail store required to collect the Disposable Bag Fee shall display a sign in a location outside or inside of the store, viewable by customers, alerting customers to the Town of Frisco's Disposable Bag Fee.

**§ 124-19. Exemptions.**

The Disposable Bag Fee imposed by this Article does not apply to:

A. A bag brought into a Retail Store by a customer and used to transport goods from the Retail Store.

B. A bag that was previously used and made available to customers at a Retail Store.

C. A bag provided to a customer at no charge if the customer provides evidence that he or she is a participant in a federal or state Food Assistance Program.

D. Bags used by consumers inside Retail Stores to:

a. Package bulk items, such as fruit, vegetables, nuts, grains, candy or small hardware items like nails, nuts, and screws;

b. Contain or wrap frozen or fresh foods, meat, or fish;

c. Contain or wrap flowers, potted plants, or other items where dampness may be a problem; and

d. Contain unwrapped prepared foods or bakery goods;

E. A non-handled bag used to protect purchased items from damaging or contaminating other purchased items when placed in a Disposable Bag or a Reusable Bag.

F. Bags used for loose small retail items, including, but not limited to, jewelry, buttons, beads, ribbon, herbs and spices, medical marijuana or adult-use marijuana if sold by the holder of a permit issued pursuant to applicable law, and similar items.

G. Bags provided by pharmacists to contain prescription drugs.

H. Newspaper bags, door-hanger bags, laundry-dry cleaning and garment bags, and bags sold in packages containing multiple bags for uses such as food storage, garbage, pet waste, or yard waste.



**§ 124-20. Audits, and Collection of the Disposable Bag Fee.**

A. Each Retail Store shall maintain accurate and complete records of the Disposable Bag Fees collected, the number of Disposable Bags provided to Customers, the form and recipients of any notice required pursuant to this Article, and any underlying records, including any books, accounts, invoices, or other records necessary to verify the accuracy and completeness of such records. It shall be the duty of each Retail Store to keep and preserve all such documents and records, including any electronic information, for a period of three years from the end of the calendar year of such records.

B. If requested, each Retail Store shall make its records available for audit by the Finance Director during regular business hours for the Town to verify compliance with the provisions of this Article. All such information shall be treated as confidential commercial documents.

C. If any person fails, neglects, or refuses to collect or pay the Disposable Bag Fee, or underpays the Disposable Bag Fee, the Finance Director shall make an estimate of the fees due, based on available information, and shall add thereto penalties, interest, and any additions to the fees. The Finance Director shall serve upon the delinquent Retail Store personally, by electronic mail or by first class mail directed to the last address of the Retail Store on file with the Town, written notice of such estimated fees, penalties, and interest, constituting a Notice of Final Determination, Assessment, and Demand for Payment, (also referred to as “Notice of Final Determination”) due and payable within 30 calendar days after the date of the notice. The Retail Store may request a hearing on the assessment as provided in Section 124-21 of this Article.

D. If payment of any amount of the Disposable Bag Fee due to the Town is not received on or before the applicable due date, penalty and interest charges shall be added to the amount due in the amount of:

1. A penalty of ten percent of total due; and
2. Interest charge of one percent of total penalty per month.

**§ 124-21. Hearings.**

A. A Retail Store may request a hearing on any proposed fee imposed under this Article after receiving a Notice of Final Determination, by filing a written request for hearing within 30 calendar days of the date of mailing of the Notice of Final Determination. The request for hearing shall set forth the reasons for and amount of changes in the Notice of Final Determination that the Retail Store seeks and such other information as the Finance Director may prescribe.

B. The Finance Director shall notify the Retail Store in writing of the time and place of the hearing at least ten days before it is scheduled, unless the Retail Store agrees to a shorter time.

The hearing shall be held within 60 days of the date of receipt of the request for a hearing, unless the Retail Store agrees to a later date.

**§ 124-22. Violation and Penalties.**

A. It is unlawful for any person to violate any provision of this Article.

B. Every person found liable for such a violation shall be punished as provided in Section 1-14 of this Code.

Section 3. That the Finance Director shall develop and implement the administrative and financial processes for the collection of the Disposable Bag Fee imposed by this Ordinance.

Section 4. The Town Council finds, determines and declares that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort and convenience of the Town of Frisco and the inhabitants thereof.

Section 5. This Ordinance shall become effective January 1, 2020 provided, however, that the Disposable Bag Public Outreach Plan has been implemented not later than November 1, 2019. If the Disposable Bag Public Outreach Plan has not been implemented prior to November 1, 2019 then the collection of the Disposable Bag Fee and required store signage provisions of this ordinance shall not take effect until the Town Manager certifies that Disposable Bag Public Outreach Plan has been approved and implemented by the Town.

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



**From:** [McBride, Diane](#)  
**To:** [Boilard, Brodie](#)  
**Cc:** [Kerry, Nancy](#)  
**Subject:** FW: bag fee  
**Date:** Tuesday, August 20, 2019 8:26:26 AM

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FYI....

-----Original Message-----

From: Bob Winsett [<mailto:bwinsett@earthlink.net>]  
Sent: Monday, August 19, 2019 3:58 PM  
To: McBride, Diane  
Subject: bag fee

Diane,

Hope you are having a great summer.

Please add my name to the list of people who support the \$.25 bag fee for any number of reasons. Most of my friends agree as well and applaud the TOF for being proactive with this fee and for your concern for the environment and how the Town can mitigate our impact whenever possible.

Sincerely,

Bob