

***THE MARCH 26, 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
MARCH 26, 2019
4:45PM**

Agenda Item #1: Summit County Preschool Request for Additional Funding 4:45pm

Agenda Item #2: Historic Overlay Code Amendment Discussion 5:15pm

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
MARCH 26, 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:

Proclamation:

Earth Hour Proclamation

Consent Agenda:

- Minutes March 12, 2019 Meeting
- Warrant List
- Purchasing Cards
- Marina Project Financing: Bond Purchase Agreement
- Resolution 19-13, a Resolution for the Purchase of a Multihog CX75 Sidewalk Machine for Use in Streets, Parks and General Town Maintenance Operations
- Resolution 19-14, a Resolution for the Purchase of One (1) Caterpillar 930M Loader and one (1) Caterpillar 938M Loader for Use in Streets, Parks and General Town Maintenance Operations

New Business:

Agenda Item #1: Resolution 19-15, a Resolution Approving the Phase One Site Improvements at the Frisco Bay Marina STAFF: TOM HOGEMAN 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: Resolution 19-16, a Resolution Authorizing the Mayor and Town Clerk to Execute That Certain Agreement for the Peninsula Recreation Area Building Design Build Construction Services with MW Golden Constructors 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 19-04, an Ordinance Amending Chapter 180 of the Code of Ordinances of the Town of Frisco, Concerning the Unified Development Code, By Amending Subsection 180-1.5.3, Concerning Building Permits and Certificates of Occupancy; Subsection 180-2.5.1.D, Concerning the Approval Criteria for Conditional Uses; Subsection 180-2.5.2.B.1, Table 2-2, Concerning Site Plan Review Thresholds; Subsection 180-2.5.2.D.3.A, Concerning Sketch Plan of the Major Site Plan Review Procedures; Subsection 180-2.5.2D.4, Concerning Staff Review and Action of the Major Site Plan Review Procedures; Subsection 180-2.7.2, Table 2-3, Concerning Allowable Administrative Adjustments; Subsection 180-3.11, Table 3.11-1, Concerning CC District Dimensional Standards; Subsection 180-3.17.11, Concerning Table of Allowed Uses; Subsection 180-5.2.1.C.2, Concerning Crawlspace and Basements Associated with Cabin Housing; Subsection 180-5.2.3.C.2, Concerning Dumpster Enclosures; Subsection 180-5.2.6.J, Concerning Location Criteria for Medical marijuana Dispensaries; Subsection 180-5.2.8, Concerning Residential Uses in the Central Core and Mixed Use Districts; Subsection 180-5.2.9.I., Concerning Locational Criteria for Retail Marijuana; Subsection 180-5.2.7, Concerning Light Industrial Zoning District; Subsection 180-5.2.8, Concerning the Light Industrial Zoning District; Subsection 180-5.5.B.1., Concerning Density Bonus in the Central Core, Gateway, and Mixed-Use Districts; Subsection 180-6.3.2, Concerning Buildings Occupying More Than One Lot; Subsection 180-6.8.A., Concerning Allowance of Non-Solid Fuel-Burning Devices; Subsection 180-6.13.3., Concerning On-Premise Parking Requirements; Subsection 180-6.13.3., Table 6-1, Concerning Required Number of Parking Spaces By Land Use; Subsection 180-6.13.3.D. Concerning Minimum Parking Requirements for the Central

Core District (CC) and Properties Within the Mixed-Use District (MU) that Front on West Main; Subsection 180-6.16.3.E, Concerning General Requirements for Outdoor Lighting; Section 180-8, Concerning Fences and Walls; Subsection 180-6.19.7.D, Concerning Snow and Wind Load Standards for Signs; Subsection 180-6.19.12.C, Concerning Flags; Subsection 180-6.19.14, Concerning Nonconforming Signs; Subsection 180—6.22.3.F, Concerning Residential Development Standards for Garages; Subsection 180-7.6.3, Concerning Subdivision Lots; Subsection 180-7.6.9, Concerning Sanitary Sewers; Subsection 180-8.5.1, Concerning Change, Extension or Alteration of Nonconforming Buildings and Structures; Subsection 180-9.2.3, Concerning Definitions of General Use Categories for Person Services; Section 180-9.3, Concerning General Definitions for Affordable Housing, Bedroom, Certificate of Occupancy, Condominium Hotel, Electric Vehicle Charging Station, Structure Height, Kennel, Commercial/Industrial Laundromat, Self-Service Laundromat, Multi-Housing Laundry, On-Premise Laundry, Public or Private Park, Personal Services, Substantial Destruction, Conditional Use, and Veterinary Clinic
STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Adjourn:

Summit County Preschool and the Town of Frisco
“It takes a village to raise a child...”

Did you know? Summit County Preschool family is Frisco Family. To keep Frisco strong, Summit County Preschool needs to stay strong.

Did you know? A quality community requires quality child care. *Summit County Preschool molds the future of Frisco.*

Did you know? The working families of Frisco depend on our loving environment for their children while they carry on the duties and services Frisco depends on.



Our families represent the teachers, firefighters, utility workers, and Town of Frisco employees that helps Frisco “preserve the family-oriented and economically vibrant mountain community...”

Summit County Preschool 5 Year Projection for Regular Income and Expenses

The regular income collected to support Summit County Preschool is primarily generated from tuition payments. The Town of Frisco dollars (\$65,000 budget line item plus the additional \$30,000 grant award for 2019) supplements the expenses. ***The numbers in the following charts do not include any grant, foundation, Town of Frisco, or fundraising dollars.***

****All numbers are estimates****

The following chart represents projected increases of revenue over the next five years, based on a three percent increase to tuition rates on an annual basis.

Regular Income	2019	2020	2021	2022	2023	2024
	\$932,137	\$985,136	\$1,011,136	\$1,038,136	\$1,038,136	\$1,066,136

Operational expenses are anticipated to increase on a 3% increase annually.

Regular Expenses	2019	2020	2021	2022	2023	2024
	\$1,029,513	\$1,060,398	\$1,092,210	\$1,124,977	\$1,158,726	\$1,193,488

Gap Between Regular Income and Expenses <i>(Town of Frisco helps to fill)</i>	2019 (Town has committed \$95,000)	2020	2021	2022	2023	2024
<i>The increases are approximate amounts to the Town of Frisco budget request.</i>	\$97,376	\$101,262 <i>Requesting Additional \$6,500</i>	\$107,074 <i>Requesting Additional \$6,000</i>	\$113,841 <i>Requesting Additional \$7,000</i>	\$120,590 <i>Requesting Additional \$6,800</i>	\$127,352 <i>Requesting Additional \$6,800</i>

To keep up with the rising costs of doing business, Summit County Preschool is requesting of Town Council the consideration of additional financial support as annual budgets are drafted. Nationwide, the traditional business model of funding child care centers is not working. Solutions continue to be researched, but in the meanwhile, the collaboration with the Town of Frisco and Summit County Preschool is critical for meeting the needs of both entities.

In addition to the operational support, the Town has set aside capital improvement dollars for Summit County Preschool. In 2017, approximately \$27,000 was provided for carpet replacement. In 2018, \$65,000 was allotted for our roof replacement. Two major upcoming capital improvement projects at the preschool are furnace replacement and our playground project. The following chart represents capital improvement requests. ***All numbers are approximate.***

Project	2019 Fence Around Playground	2020 Infant Playground/Furnace Replacement	2021 Toddler Playground	2022 Preschool Playground
	Total Project-\$65,000 Town has committed \$30,000 The Summit Foundation has committed \$22,500 ECHO grant-\$10,000 Other donation \$5,000 <i>Thanks to all of these organizations, the fence is paid for and ready for installation in the spring of 2019.</i>	Infant playground request-\$28,375 Furnace Replacement Request-\$45,000	\$23,000	\$72,000

It is true it takes a village to raise a child. The generosity from the Town of Frisco is a much appreciated gift that helps to sustain the Summit County Preschool in Frisco. Let's keep the village thriving!



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JOYCE ALLGAIER, COMMUNITY DEVELOPMENT DIRECTOR
RE: HISTORIC OVERLAY (HO) AMENDMENTS
DATE: MARCH 26, 2019

Summary: This work session serves as a follow up to previous discussions the Town Council has conducted on the subject of the Historic Overlay (HO) provisions of the Unified Development Code (UDC). Staff would like to use this time as a “check-in” and get feedback on some initial approaches for amendments to the HO provisions. There are four (4) areas of proposed changes that staff will introduce. These fall under the categories of:

1. Administrative Adjustments to incentivize preservation of historic resources;
2. Exemptions allowed only for the historic resource;
3. Alternative Equivalent Compliance to allow for design flexibility; and
4. Affordable Housing Density Bonus to incentivize preservation.

The staff report discusses these approaches in more detail and proposes questions and discussion points for the Council. The goal of this work session is to:

- Determine if Council is comfortable with the approach of these draft amendments,
- Hear any additional input or concerns of the Council, and
- Gain Council direction prior to staff moving forward on this work.

Attachment A is a draft copy of the amendments in a red-lined version. It is not intended that these are final changes but rather as a way to show how the HO section could be amended as a whole and differs from the current UDC version, including new and stricken language. For ease of review, excerpts for each section are included in this report.

Background: After having applied the Historic Overlay (HO) provisions to two separate development projects for the first time in 2018, the Town Council expressed concerns about some components of the code provisions. The Council discussed this subject at two work sessions – one in October and another in December of 2018.

Council Perspectives from the October and December Work Sessions:

- Continue to encourage the preservation of historic resources through incentives versus requiring. (Keep the “carrot versus the stick” approach.)

- Find the right balance between incentives with what is allowed outright in zone districts to truly encourage preservation. (But, don't take so many incentives away that the program will no longer be viable.)
- Council was uncomfortable with the allowance of 100% waiver of any development standard. The waivers were considered too broad and permissive.
- Council was uncomfortable with waivers to the bonus unit affordable housing deed restriction requirement, snow storage, refuse management, and parking requirement. Possibly limit parking to a maximum %.
- In determining incentives, make sure to adequately weigh possible impacts to neighborhood and small mountain town character.
- Consider a limit on the number of waivers ever allowed and/or create better criteria for judging when a waiver is warranted.
- Reevaluate the criteria for HO designation and consider creating a Frisco "historic registry". (Presently the code requires 50 years old+, has unique historical significance, and still has historical integrity or will be rehabilitated).¹

As a reminder of how the HO process came to be and how it works today the following two paragraphs provide this background information.

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

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

Staff Analysis: The preservation of Frisco's small mountain town character is a town value; it is well documented in the current Frisco Community Plan, through recent citizen outreach for the update to the plan, and was an underlying tenant heard in recent hearings on significant development projects.

¹ Section 4.2.3 of Attachment A, addresses new HO designation criteria. In January, 2019, the Town Council held a work session that included a presentation by Suzannah Reid, architect and historic preservation specialist. At that meeting, Council agreed to undertake a Frisco inventory and registry project to determine which properties would be eligible for HO designation. This work is underway. Staff would like to wait to have a discussion on this section until a time when Suzannah Reid's registry work is further along. This will ensure that these draft criteria are appropriate for use in creating the registry and for use when a property owner would like to be added to the registry

Historic buildings in the community that tell the Frisco story add to community character and are appreciated by citizens and visitors alike.

Historic preservation is but one community value however, and the basic format of the HO provisions requires decision makers to judge and balance values against one another. Such as:

- How much visual impact from a larger new building is acceptable in order to save a historic building?
- When is it desirable to waive an affordable housing deed restriction in order to preserve a piece of history?
- Would reduced parking cause neighborhood issues?

Not an easy task. The draft approaches outlined below are intended to help in decision making, allow preservation processes to be more predictable for applicants, and appropriately “harness in” the broadness of the existing code, while still providing viable historic preservation incentives.

Potential Approaches: As noted earlier, four complementary approaches to issues associated with the HO are listed and explained below.

1. Administrative Adjustment Criteria for Historic Overlay Properties

This approach is intended to provide incentives to compensate a property owner for preserving a historic resource. The amendment would add to an existing section, Administrative Adjustment (Section 180-2.7.2) with a new process specifically for HO properties. The new provisions would include criteria for judging when adjustments for a project are warranted. These criteria have a strong nexus to preservation or rehabilitation of a resource. As a reminder, the current UDC’s Administrative Adjustment provision allows for minor modifications, limited flexibility, or deviations from the dimensional and numeric standards with approval by the community development director. It should be noted that when an HO development project is required to be reviewed by the Planning Commission or Town Council, that body shall make the decision. Considering this, the majority of HO Administrative Adjustments would be handled by the Planning Commission. The decision about the incentive would be made by the Commission at the initial sketch plan step of the site plan application allowing for greater predictability for the applicant before they move forward.

This approach addresses only setbacks, parking, and height and sets maximum % adjustments to the standards. No longer would “up to a 100%” adjustment be allowed.

TABLE 2-1: ALLOWABLE ADMINISTRATIVE ADJUSTMENTS		
Chapter Standard	Allowable Administrative Adjustment (maximum percentage)	Allowable Administrative Adjustment in the Historic Overlay (maximum percentage)
SITE STANDARDS		
Lot area, minimum	10	=
Lot coverage, maximum	10	=
<u>Lot Frontage, minimum</u>	<u>10</u>	<u>=</u>
LOT DIMENSIONAL STANDARDS		
Front yard setback, minimum	10	<u>25</u>
Side yard setback, minimum	10	<u>25</u>
Rear yard setback, minimum	10	<u>25</u>
Encroachment into setback, maximum	10	<u>25</u>
BUILDING STANDARDS		
Building height, maximum	10	<u>10</u>
DEVELOPMENT STANDARDS		
Number of required parking spaces, maximum or minimum	30	<u>30</u>
Lighting height, maximum	10	=
Sign height, maximum	10	=
Fence or wall height, maximum	10 (1 foot maximum)	=
Minimum landscaping requirements	10	=
Maximum length of geometric plane	10	=

2. Administrative Adjustment Criteria for the Historic Overlay

The Director shall evaluate the application and may approve the application if the requested adjustment is located within the Historic Overlay (HO) District and meets all of the criteria in subsection 1 above and in addition the following:

- a. The requested modification is necessary to either:
 - i. Compensate as a result of retaining the historic structure onsite; or
 - ii. Accommodate an alternative or innovative design practice that achieves a compatible design to the established pattern of the block or historic structure;
or
 - iii. Accommodate an alternative if confirming to the code's standards would have an adverse impact upon the historic structure.

2. Historic Structure Exemptions

Section 180-4.2.7, Incentives for Additions, Alterations, and Rehabilitation to Historic Structures, Historic Features, or New Development on Properties with the Historic Overlay District, includes two approaches that will be discussed separately as #2 and #3.

Approach #2 applies only to the historic structure(s) on the property with exemptions provided as the incentive. This approach addresses only lot coverage, setbacks, parking and loading, and bicycle parking standards and basically allows for the existing structure to continue to not comply and/or not count toward the required development standard. For example, on a 10,000 square foot lot with a lot coverage allowance of 50% and an existing historic structure with a lot coverage of 10% (or 1,000 square feet), the new structure(s) could occupy 50% of the lot or 5,000 square feet as the historic structure would not count toward the lot coverage. Another example includes not requiring the parking or loading to be met for the historic structure, meaning a 2-bedroom historic residence would not be required to provide 2 parking spaces.

This incentive approach has a strong nexus between the exemption allowed and the goal of preserving a structure.

A. Historic Structure Exemptions

1. Purpose and Scope

To encourage and incentivize the preservation and reuse of the existing historic building(s) or lot(s) within the Historic Overlay District.

2. Applicability

A development project that preserves the structure and integrity of the existing historic building(s) may exempt the historic structure from the following standards of this Code:

- a. Lot Coverage
- b. Setbacks
- c. Parking and Loading
- d. Bicycle Parking

3. Alternative Equivalent Compliance

The goal of this approach is to encourage creative and unique design, whereby an “alternative equivalent compliance” allows the development to meet the intent of the standard, through an alternative design that does not strictly adhere to the standard. This is not a waiver of the standard, but rather authorizes a site specific plan that is equal to or better than the strict application of the standard. Equivalent compliance would apply only to outdoor lighting; non-residential development and residential development standards (such as bulk plane, facade elements, wall articulation, exterior materials, parking lot landscaping and roof pitch), and ceiling height. The key purpose of alternative equivalent compliance is to allow design options only to the extent that it is necessary to preserve the historic features of the structure. Criteria for judging the allowance of an alternative equivalent compliance are set forth below and the decision is made by the Planning Commission with a pre-application meeting with staff required.

An example of how alternative equivalent compliance might be applied include:

- the allowance of a flat roof to complement or not compete with the historic structure design,
- allowing a paint color to exceed the UDC Chroma standards to help visually offset the historic structure or paint it to an historic color, or
- allowing the use of building materials that reflect those of the historic structure and used on the new structures to create a visual design relationship between old and new.

B. Alternative Equivalent Compliance

1. Purpose and Scope

To encourage creative and unique design, “alternative equivalent compliance” allows approval of development that meets the intent of the standard, yet through an alternative design that does not strictly adhere to the standard. This is not a waiver of the standards. Rather, this authorizes a site-specific plan that is equal to or matter than the strict application of the standard. This section is applicable to the following standards:

- a. Outdoor lighting
- b. Non-residential Development Standards
- c. Residential Development Standards
- d. Ceiling Height

2. Alternative Equivalent Compliance Meeting Required

An applicant proposing alternative equivalent compliance shall request and attend an alternative equivalent compliance meeting at the time of the sketch plan to determine the preliminary response from the Director. Based on the response, the application shall include sufficient explanation and justification, in both written and graphic form, for the

requested alternative compliance. The Director may require that the applicant provide additional drawings and/or material samples to consider the need for the proposed alternative.

3. Decision-Making Responsibility

Final approval of any proposed alternative compliance shall be the responsibility of the decision-making body responsible for deciding upon the application. Administratively approved projects proposing alternative compliance shall receive written approval of the alternative compliance from the Director.

4. Criteria

The alternative equivalent compliance may be approved only to the extent necessary to preserve the historic features of the building(s) or lot(s). Alternative equivalent compliance may be approved if the applicant demonstrates that the following criteria have been met by the proposed alternative:

- a. Achieves the intent of the subject standard(s) to the same or better degree than the subject standard(s);
- b. Advances the goals and policies of this UDC to the same or better degree than the subject standard(s);
- c. Results in benefits to the community that are equivalent to or exceed benefits associated with the subject standard(s); and
- d. Imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this UDC.

5. Effect of Approval

Alternative equivalent compliance shall apply only to the specific site for which it is requested and shall not establish a precedent for approval of other requests.

4. Affordable Housing Density Bonus For Historic Overlay Properties

The final approach discussed would reside in Section 180-5.5.1, Affordable Housing, Incentives (B) Density Bonuses.

Presently density bonuses are allowed in only the Commercial Core, Gateway, and Mixed Use Zone Districts. Approach #4 would create an opportunity for a density bonus when the subject property has the HO designation regardless of the zone district. (By way of background, density bonuses are allowed but 50% of the bonus units must be deed restricted and the current HO regulations allow for a waiver of the deed restriction requirement.) This new provision comes with clear criteria and ensures that the bonus units are not waived from the deed restriction requirement in their entirety. A consideration regarding allowing a density bonus in potentially all zone districts is that of compatibility, especially in the lower density districts where bonuses are not permitted today.

The Planning Commission would make the density bonus decision as a part of a site plan application. The Commission must find that all of the standards listed below are met and that the “additional units, because of the structure’s design, height, mass, and scale, do not detract from the character of the vicinity and small mountain town character or historic resources preserved when located in the HO district.”

2. Historic Overlay (HO) District

In the Historic Overlay District, a density bonus over the maximum allowable density is available if approved by Planning Commission, provided that:

- a. The development project brings new development/redevelopment on the site that allows for the preservation of historic resources on the site that would not likely occur without the development;
- b. The development project protects and preserves the Town's historic and cultural heritage by retaining and/or remodeling aspects of a historic building(s) such as, but not limited to, the facades being compatible with the character of the historic era; and
- c. The development project retains the historic resource onsite in its historic location; and
- d. A minimum of 25 percent of the total number of bonus units is provided as affordable housing.

Recommendation: There is no formal staff recommendation as a part of this work session discussion. We would like to use this opportunity to gauge whether these initial approaches would address both the goals of the town's historic preservation program and the past concerns raised by Council. No formal motion is necessary.

Financial Impact: No direct financial impacts for the Town of Frisco are expected with regard to these contemplated code amendments. There are impacts to residents and owners of historic properties, which vary depending upon the alternatives.

Reviews and Approvals:

Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager – Approved

Exhibits:

Attachment A – Draft Amendments

ATTACHMENT A

2.7.2 ADMINISTRATIVE ADJUSTMENT

A. Purpose

The administrative adjustment procedure is intended to allow minor modifications or deviations from the dimensional or numeric standards of this Chapter with approval by the Director. Administrative adjustments are intended to provide greater flexibility when necessary, without requiring a formal zoning amendment or variance. The administrative adjustment procedure is not a waiver of Chapter standards and shall not be used to circumvent the variance procedure.

B. Applicability

1. Allowable administrative adjustments are listed in the table below.
2. However, the administrative adjustment procedure shall not apply to any proposed modification to or deviation that results in:
 - a. An increase in the overall project density;
 - b. A change in permitted uses or mix of uses;
 - c. A deviation from the use-specific standards in Article 5;
 - d. A change to a development standard already modified through a separate administrative adjustment or variance;
 - e. Building materials or aesthetic elements; or
 - f. Requirements for public roadways, utilities, or other public infrastructure or facilities.

TABLE 2-1: ALLOWABLE ADMINISTRATIVE ADJUSTMENTS		
Chapter Standard	Allowable Administrative Adjustment (maximum percentage)	Allowable Administrative Adjustment in the Historic Overlay (maximum percentage)
SITE STANDARDS		
Lot area, minimum	10	==
Lot coverage, maximum	10	==
<u>Lot Frontage, minimum</u>	<u>10</u>	==
LOT DIMENSIONAL STANDARDS		
Front yard setback, minimum	10	<u>25</u>
Side yard setback, minimum	10	<u>25</u>
Rear yard setback, minimum	10	<u>25</u>
Encroachment into setback, maximum	10	<u>25</u>
BUILDING STANDARDS		
Building height, maximum	10	<u>10</u>
DEVELOPMENT STANDARDS		
Number of required parking spaces, maximum or minimum	30	<u>30</u>
Lighting height, maximum	10	==
Sign height, maximum	10	==
Fence or wall height, maximum	10 (1 foot maximum)	==
Minimum landscaping requirements	10	==
Maximum length of geometric plane	10	==

C. Review Procedures

1. An application for an administrative adjustment shall be submitted and reviewed concurrently with an application for a conditional use permit, site plan approval (administrative, minor, or major), or plat approval (preliminary or final).
2. Where the concurrently reviewed application requires review and approval by the Planning Commission and/or Town Council, the Planning Commission and/or Town Council shall review and decide the administrative adjustment application.
3. The Director shall review the administrative adjustment application and shall approve, approve with conditions, or deny the adjustment based on the criteria below.

D. Approval Criteria

1. Administrative Adjustment Criteria **Generally**

The Director shall evaluate the application and may approve the application if the requested adjustment meets all of the following criteria:

- a. Is consistent with the purpose statement set forth in this Chapter for the applicable zoning district(s);
- b. Meets all other applicable building and safety codes; and
- c. The requested modification is necessary to either: (a) compensate for some practical difficulty or some unusual aspect of the site of the proposed development not shared by landowners in general; or (b) accommodate an alternative or innovative design practice that achieves to the same or better degree the objective of the existing design standard to be modified. In determining if "practical difficulty" exists, consideration shall be given to any unique circumstances of the property.

2. Administrative Adjustment Criteria for the Historic Overlay

The Director shall evaluate the application and may approve the application if the requested adjustment is located within the Historic Overlay (HO) District and meets all of the criteria in subsection 1 above and in addition the following:

- a. The requested modification is necessary to either:
 - i. Compensate as a result of retaining the historic structure onsite; or
 - ii. Accommodate an alternative or innovative design practice that achieves a compatible design to the established pattern of the block or historic structure; or
 - iii. Accommodate an alternative if confirming to the code's standards would have an adverse impact upon the historic structure.

180.4-2 Historic Overlay (HO) District

180 – 4.2.1 PURPOSE

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

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

4.2.2 APPLICABILITY

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

4.2.3 DESIGNATION OF HISTORIC OVERLAY DISTRICT

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

- A. Designate properties that have special historical value as being within the Historic Overlay District. The designation must be accomplished through the amendment procedures as described in Section 2.4, Amendments, with the exception of Subsection 2.4.1.C, Area Required. Each ordinance shall designate a historic overlay, shall include a description of the characteristics of the historic site that justify its designation, and shall include a legal description of the location and boundaries of the historic site. Any designation shall be in compliance with the purposes and criteria of this section. The property included in any designation shall be subject to the controls and standards of this section.
- B. The criteria for designating properties within the Historic Overlay District are as follows:
 1. That the structure(s) is at least 50 years old; and
 2. That the structure(s) or lot(s) has unique historical significance; and
 3. That the structure(s) or lot(s) are found to possess unique historical significance in at least two of the following categories.
 - a. Historical Significance
 - i. The site, building, object, or property:
 - ii. Has character, interest and integrity and reflects the heritage and cultural development of the city, state, or nation;
 - iii. Is associated with an important historical event; or
 - iv. Is associated with an important individual or group who contributed in a significant way to the political, social, and/or cultural life of the community.
 - b. Architectural Significance
 - i. The building, object, or property:
 - ii. Embodies distinctive characteristics of a type, period or method of construction;
 - iii. Represents the work of a craftsman or architect whose work is distinguishable from others by its characteristic style and quality;
 - iv. Possesses high artistic values or design concepts; or
 - v. Represents a significant and distinguishable entity whose components may lack individual distinction.
 - c. Informational Significance
 - i. The site, building, object, or property has yielded, or may be likely to yield information important in history or prehistory.
 4. The structure(s) or lot(s) has physical integrity. The structure(s) or lot(s) are found to retain physical qualities that date from the period when the property attained its significance; that remodeling or significant alteration has not covered the original significant features of the structure(s) ~~or that the structure(s) has been or is in the process of being rehabilitated to its original configuration and design.~~

180-4.2.4 PROCEDURES FOR NOMINATING AND DESIGNATING BUILDINGS, PROPERTIES, AND HISTORIC DISTRICTS FOR HISTORIC PRESERVATION

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

A. Proceedings by the Planning Commission

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

1. Criterion for Designation

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

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

B. Proceedings by the Town Council

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

C. Revocation of Designation

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

180-4.2.5. PURCHASE OF DEVELOPMENT RIGHTS

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

180-4.2.6. ALTERATIONS OF STRUCTURES WITHIN THE HISTORIC OVERLAY DISTRICT

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

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

180-4.2.7. INCENTIVES FOR ADDITIONS, ALTERATIONS, AND REHABILITATION TO HISTORIC STRUCTURES, HISTORIC FEATURES, OR NEW DEVELOPMENT ON PROPERTIES WITHIN THE HISTORIC OVERLAY DISTRICT

A. Historic Structure Exemptions

1. Purpose and Scope

To encourage and incentivize the preservation and reuse of the existing historic building(s) or lot(s) within the Historic Overlay District.

2. Applicability

A development project that preserves the structure and integrity of the existing historic building(s) may exempt the historic structure from the following standards of this Code:

- a. Lot Coverage
- b. Setbacks
- c. Parking and Loading
- d. Bicycle Parking

B. Alternative Equivalent Compliance

1. Purpose and Scope

To encourage creative and unique design, "alternative equivalent compliance" allows approval of development that meets the intent of the standard, yet through an alternative design that does not strictly adhere to the standard. This is not a waiver of the standards. Rather, this authorizes a site-specific plan that is equal to or better than the strict application of the standard. This section is applicable to the following standards:

- a. Outdoor lighting
- b. Non-residential Development Standards
- c. Residential Development Standards
- d. Ceiling Height

2. Alternative Equivalent Compliance Meeting Required

An applicant proposing alternative equivalent compliance shall request and attend an alternative equivalent compliance meeting at the time of the sketch plan to determine the preliminary response from the Director. Based on the response, the application shall include sufficient explanation and justification, in both written and graphic form, for the requested alternative compliance. The Director may require that the applicant provide additional drawings and/or material samples to consider the need for the proposed alternative.

3. Decision-Making Responsibility

Final approval of any proposed alternative compliance shall be the responsibility of the decision-making body responsible for deciding upon the application. Administratively approved projects proposing alternative compliance shall receive written approval of the alternative compliance from the Director.

4. Criteria

The alternative equivalent compliance may be approved only to the extent necessary to preserve the historic features of the building(s) or lot(s). Alternative equivalent compliance may be approved if the applicant demonstrates that the following criteria have been met by the proposed alternative:

- a. Achieves the intent of the subject standard(s) to the same or better degree than the subject standard(s);
- b. Advances the goals and policies of this UDC to the same or better degree than the subject standard(s);
- c. Results in benefits to the community that are equivalent to or exceed benefits associated with the subject standard(s); and
- d. Imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this UDC.

5. Effect of Approval

Alternative equivalent compliance shall apply only to the specific site for which it is requested and shall not establish a precedent for approval of other requests.

C. Applicability

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

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

D. Procedure

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

E. Incentives

1. Relief from Underlying Zoning Requirements

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

- a. Lot coverage
- b. Setbacks
- c. Lot area
- d. Lot frontage
- e. Driveway width

2. Density bonus (waiver of all or part of the deed restriction requirement)

- a. Ceiling height requirements of the Central Core and Mixed Use Districts

3. Relief from Overlay District Requirements

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

4. Relief from Development Standard Requirements

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

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

5. Planning Commission Approval

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

F. Unsafe or Dangerous Conditions Exempted

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

G. Demolition of a Historic Structure or Feature in the Historic Overlay District

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

1. Review Criteria for Total Demolition

- a. The structure proposed for demolition is not structurally sound despite evidence of the owner's efforts to properly maintain the structure; and
- b. The structure cannot be rehabilitated or reused onsite to provide for any reasonable beneficial use of the property; and
- c. The structure cannot be practically moved to another site in Frisco; and
- d. The applicant demonstrates that the proposal mitigates the following to the greatest extent practicable:
 - i. Any impacts that occur to the visual character of the neighborhood where demolition is proposed to occur.

- ii. Any impact on the historic importance of the structure(s) located on the property and adjacent properties.
- iii. Any impact to the architectural integrity of the structure(s) located on the property or adjacent properties.
- e. In the case of archaeological sites or relocation of a historic structure, consideration will be given to whether information can be recovered as part of the demolition or relocation process.

2. Review Criteria for Partial Demolition or Relocation

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

H. Procedures for Alterations or Demolition of Structures within the Historic Overlay District

1. Department Review

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

2. Planning Commission Review

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

I. Construction on Proposed Buildings

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

1.1.2. PROPERTY MAINTENANCE AND ENFORCEMENT

- A. The Town Council intends to preserve from deliberate or inadvertent neglect the exterior portions of structures within designated historic district properties. No owner, lessee, or occupant of any building within the HO shall allow significant deterioration of the exterior of the structure.
- B. The Community Development Department shall notify the property owner, lessee, or occupant of the designated historic district property of the need to repair, maintain, or restore the property. The Town shall

assist the owner, lessee, or occupant in determining how to preserve the property and shall provide the owner with possible incentives and a reasonable time to perform such work.

1.1.3. WAIVER OF FEES

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

1.1.4. ENFORCEMENT PENALTIES

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

180-5.5 Affordable Housing

180-5.5.1 INCENTIVES

A. Accessory Dwelling Units

In the RL, RM, RH, GW, CC, and MU Districts, any accessory dwelling unit meeting the Town's requirements may be exempted from the density calculation as long as the unit is deed-restricted for rent to persons earning a maximum of 100 percent of the area median income, at a rate established by the Summit Combined Housing Authority for that income level, and pursuant to other criteria as established from time to time by the Town or the Summit Combined Housing Authority.

B. Density Bonuses

1. Central Core, Gateway, and Mixed-Use Districts

In the CC, GW, and MU Districts, a density bonus over the maximum allowable density is available if approved by Planning Commission, provided that:

- a. A minimum of 50 percent of the total number of bonus units is provided as affordable housing; or
- b. For each bonus dwelling unit allowed, at least two affordable housing units are provided on property outside of the subject property, but within the Town of Frisco or within one (1) mile of any corporate limit of the Town of Frisco.

2. Historic Overlay (HO) District

In the Historic Overlay District, a density bonus over the maximum allowable density is available if approved by Planning Commission, provided that:

- a. The development project brings new development/redevelopment on the site that allows for the preservation of historic resources on the site that would not likely occur without the development;
- b. The development project protects and preserves the Town's historic and cultural heritage by retaining and/or remodeling aspects of a historic building(s) such as, but not limited to, the facades being compatible with the character of the historic era; and
- c. The development project retains the historic resource onsite in its historic location; and
- d. A minimum of 25 percent of the total number of bonus units is provided as affordable housing.

3. Density Bonus Requirements

- a. In order to qualify for the density bonus incentive of additional dwelling units in multi-family and/or mixed-use projects, each deed restricted affordable unit shall be no more than 15 percent smaller in

gross floor area than the corresponding bonus market rate unit. Provided, however, that if the affordable housing units provided under any density bonus provision of this Chapter are located off of the site of the subject property, then the foregoing requirement shall not apply and, instead, for every two off-site affordable units provided, the total combined floor area of such units shall, at a minimum, be equal to the floor area of the associated one on-site density bonus unit. Further provided, however, that in no instance shall an off-site affordable housing unit provided under any density bonus provision of this Chapter be less than 600 square feet in gross floor area.

- b. Every owner of an affordable housing unit shall ensure that each potential buyer of the unit is qualified for the purchase through the Summit Combined Housing Authority, and any affordable housing unit established pursuant to any density bonus provision of this Chapter shall be marketed and offered solely through the Summit Combined Housing Authority.
- c. For each affordable housing unit that is provided under any density bonus provision of this Chapter and that is to be located on or off the site of the subject property, the required deed or covenant restriction for such unit shall be established and legally enforceable prior to the Town's issuance of a certificate of completion or a certificate of occupancy for the corresponding bonus market rate dwelling unit in the development project.

4. Criteria for Approval

Bonus units may be approved by the Planning Commission upon finding that the additional units, because of the structure's design, height, mass, and scale, do not detract from the character of the vicinity and small mountain town character or historic resources preserved when located in the HO district.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BILL GIBSON, ASSISTANT DIRECTOR AND JOYCE ALLGAIER, DIRECTOR
RE: COMMUNITY DEVELOPMENT DEPARTMENT REPORT
DATE: MARCH 26, 2019

Department Updates:

Rick Weinman, Building Official; Greg Denckla, Inspector/Plans Examiner and Cheryl Mattka, Permit Technician attended the Annual Colorado Educational Institute event sponsored by the Colorado Chapter of the International Code Council (ICC) in Denver during the week of March 4-8. They participated in training sessions focused on a variety of topics including: the complete permit technician, commercial accessibility, energy code plan review and inspection, 2018 IRC updates, fire code for building inspectors, 2018 ICB updates, and creating sustainable programs.

Community Plan:

On March 6, 2019, staff and the consulting team held a public workshop on the proposed goals and policies for the Community Plan. The meeting included a brief presentation and project update followed by an open format work session. Presentation boards with plan elements and the associated goals and policies were set up around the room. Participants were assisted by facilitators and asked to respond to a variety of questions about the draft policies. Around 70 people attended the meeting. Copies of the presentation materials are available at the project website www.FriscoCommunityPlan.com. Staff will hold work sessions with both Planning Commission and Town Council during their regular meetings in April, May, and June in order to take a deeper look each plan element and the community feedback received.

Planning Commission Activities:

Planning Commission meeting on March 7, 2019:

This meeting was cancelled due to adverse weather conditions.

Planning Division Activities:

Administrative review applications approved last month: 8

Application Type	Applicant	Address
Sign Permit	Valvoline Instant Oil Change	800 North Summit Boulevard
PUD Minor Amendment	BHH Partners	229 Larson Lane
Banner Permit	Mountain Comfort Furnishings	507 North Summit Boulevard
Modifications to Approved Site Plan	Architectural Innovators (Granite Street Station project)	317 Granite Street
Banner Permit	CO-Bar	610 East Main Street
Banner Permit	High Side Brewing Company	720 East Main Street
Grading Permit	Town of Frisco (Frisco Bay Marina "Big Dig" project)	267 Marina Road
Administrative Site Plan	Namaste Solar/Davis Clayton	416, Unit E Granite Street

Building Division Activities:

- Permits issued last month included the following:
 - Building Permits: 4
 - Plumbing & Mechanical Permits: 12
 - Electrical Permits (issued by Summit County): 7
- Valuation of permits issued last month: \$525,806
- Inspections performed last month: 139
- Rapid Review Wednesday customers assisted last month: 17
- Certificates of Completion / Certificates of Occupancy issued last month: 9
 - Including: Frisco Public Works Building Addition/Remodel and Basecamp Shops & Residences Phase 2 (9 dwelling units) and Phase 3 (8 dwelling units)

Front Desk Activities:

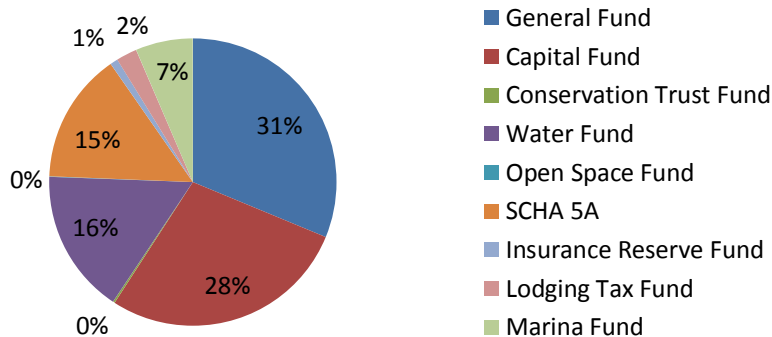
Phone calls and walk-in customers served last month: 475

**FINANCE REPORT - CASH POSITION
FEBRUARY 2019**

LEDGER BALANCES:

General Fund	\$7,425,246.95
Capital Fund	\$6,628,737.90
Conservation Trust Fund	\$51,082.46
Water Fund	\$3,853,047.04
Open Space Fund	\$12,156.40
SCHA 5A	\$3,490,164.07
Insurance Reserve Fund	\$205,940.91
Lodging Tax Fund	\$559,005.61
Marina Fund	\$1,533,214.76
TOTAL	\$23,758,596.10

Cash Percentage of Total Ledger

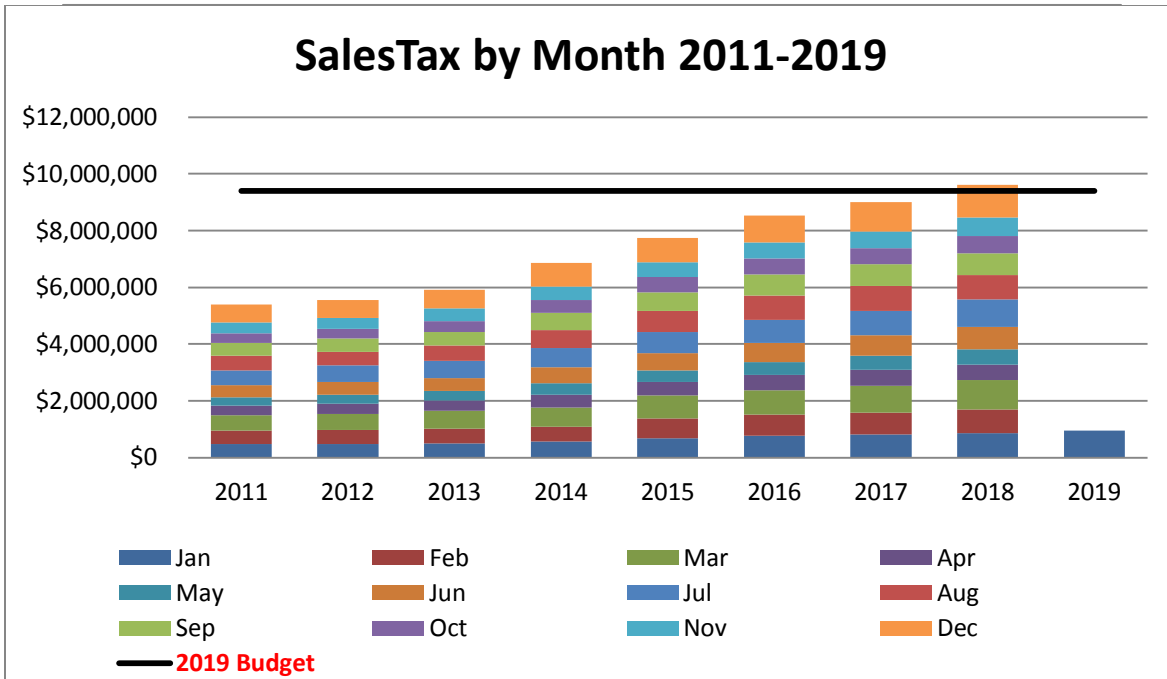


ALLOCATION OF FUNDS:

Wells Fargo Bank West NA - Operating Account Bank Balance	\$2,474,960.07
Wells Fargo Bank West NA - Payroll Account Bank Balance	\$142.97
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$184,116.39)
DIT Cash Clearing Account	\$0.00
Colostrust Plus	\$10,282,170.79
CSAFE	\$1,108,700.78
CSIP	\$2,310,170.08
Solera National Bank Savings	\$1,389,045.28
Alpine Bank CD	\$271,065.55
FirstBank CD	\$267,928.43
Wells Fargo CD	\$2,533.41
Flatirons Bank CD	\$240,000.00
SIGMA Securities	\$2,659,251.59
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$969,532.07
ProEquities	\$1,477,211.47
TOTAL	\$23,758,596.10

TREASURER'S REPORT
FUND SUMMARIES - FEBRUARY 2019

Department	2018 Budget	Year to Date	% of Budget
General Fund:			
Revenues	\$14,528,650	\$1,728,782	11.9%
Expenditures	\$13,757,644	\$2,150,566	15.6%
Capital Fund:			
Revenues	\$2,654,007	\$194,211	7.3%
Expenditures	\$5,457,591	\$190,120	3.5%
Conservation Trust Fund:			
Revenues	\$29,300	\$186	0.6%
Expenditures	\$39,600	\$0	0.0%
Water Fund:			
Revenues	\$1,059,000	\$16,630	1.6%
Expenditures	\$1,249,931	\$96,368	7.7%
Open Space Fund:			
Revenues	\$175	\$44	25.3%
Expenditures	\$0	\$0	0.0%
SCHA 5A Fund:			
Revenues	\$1,294,320	\$66,866	5.2%
Expenditures	\$2,092,740	\$0	0.0%
Insurance Reserve Fund:			
Revenues	\$1,800	\$749	41.6%
Expenditures	\$65,000	\$0	0.0%
Lodging Tax Fund:			
Revenues	\$568,000	\$60,962	10.7%
Expenditures	\$572,365	\$48,663	8.5%
Marina Fund			
Revenues	\$6,370,000	\$296,343	4.7%
Expenditures	\$5,438,064	\$60,398	1.1%
16% OF THE FISCAL YEAR HAS ELAPSED			

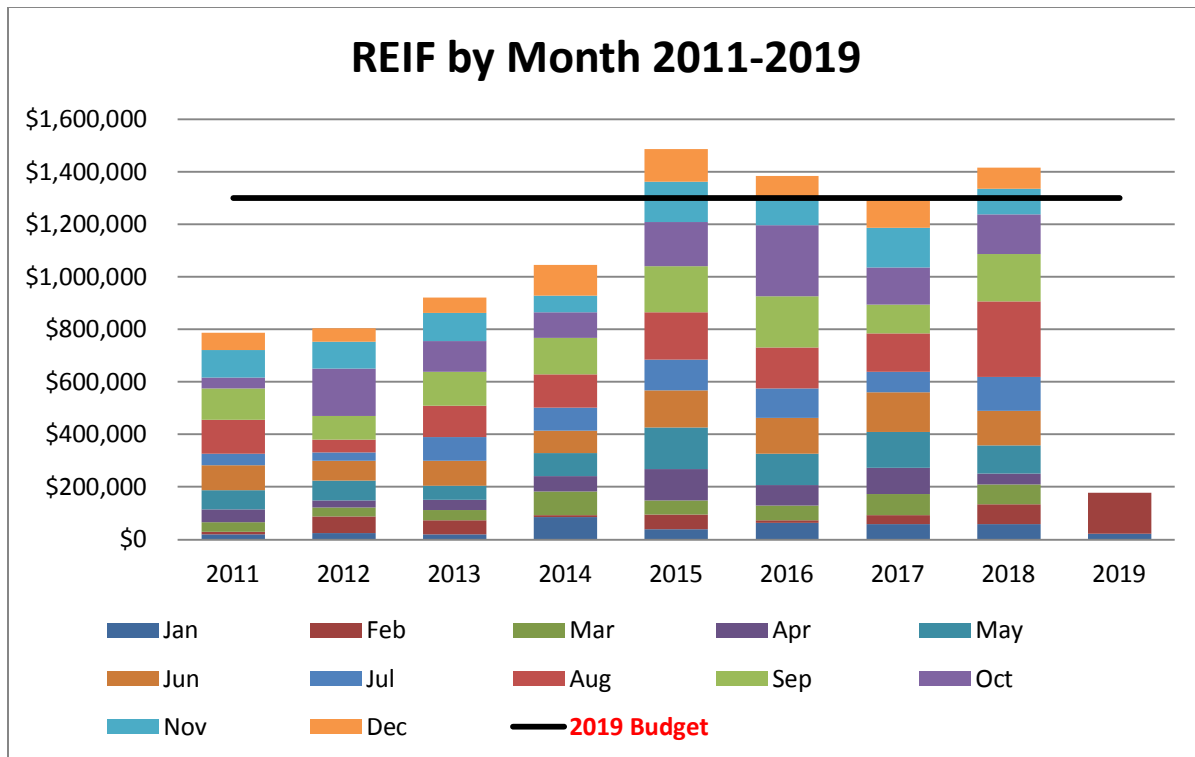


Year-to-date through January is up 9.79% or \$84,158 compared to Y-T-D 2018. For the month of January, revenues are up 9.79% or \$84,158 compared to January 2018.

2019 started off very strong in terms of sales tax, building on an already strong early winter ski and ride season. All in all, the Frisco business community continues to benefit from strong national and state economies, and a central location along the I-70 corridor in the middle of Summit County. New businesses continue to choose Frisco as their first location and established businesses continue to re-locate here.

Staff continues to be bullish on the short-term Frisco economy and, on the heels of a very strong January, confident that 2019 budgeted revenues will be met and/or exceeded. Staff is also, however, extremely cognizant of volatility in the stock market and the global economy, and will remain vigilant in preparing for downside risks in the mid- and long-terms.

Year-to-date through January is up 17.23% or \$8,292 compared to Y-T-D 2018. The actual year to date dollar amount for January is \$57,992 compared to \$49,470 for January 2018.



Year-to-date through February is up 33.04% or \$44,158 compared to Y-T-D 2018. The actual year-to date dollar amount is \$177,790 compared to \$133,632 Y-T-D 2018.

FEBRUARY 2019 REIF REPORT		
SELLER'S LAST NAME	BUYER'S LAST NAME AND ADDRESS	REIF AMOUNT
LANE	EVANS/MCCOY, 520 BILLS RANCH RD, #303B	4300.00
BASECAMP SHOPS & RESIDENCES LLC	TON, 100 BASECAMP WY, #204	3327.35
BASECAMP SHOPS & RESIDENCES LLC	VAN GUNDY/BOESEN, 100 BASECAMP WY, #206	1343.69
BASECAMP SHOPS & RESIDENCES LLC	WARREN, 100 BASECAMP WY, #202	4177.45
HARMON FAMILY PARTNERSHIP L LLLP	CRAWFORD, 125 PRIMROSE PL	18900.00
BASECAMP SHOPS & RESIDENCES LLC	STEPHENS, 100 BASECAMP WY, GARAGE #5	399.00
BASECAMP SHOPS & RESIDENCES LLC	STEPHENS, 100 BASECAMP WY, #201	3633.77
BASECAMP SHOPS & RESIDENCES LLC	MIKOLAJCZAK, 100 BASECAMP WY, #205	1007.20

SONDRUP	SONDRUP FAMILY WEALTH TRUST, 2C MINERS CREEK RD	0.00
RMHNPH LLC	SHAY, 509 TELLER ST	5450.00
TRIGG	TRIGG, 743 MEADOW CREEK DR	0.00
HOWEY LIVING TRUST	UNIT 252H MOUNTAIN SIDE CONDOMINIUM OWNERS ASSOCIA, 805 S 5TH AVE, #252	0.00
ALLEN	UNIT 252H MOUNTAIN SIDE CONDOMINIUM OWNERS ASSOCIA, 805 S 5TH AVE, #252	0.00
THE FRISCO 6 LLC	BALDUF, 317 GALENA ST, UNIT F	6790.00
FISHELL	MCCRIGHT, 310 S 8TH AVE, UNIT C1	3790.00
GRANT ESTATE	GRANT, 1509 POINT DR, #207	0.00
WILLIAMS	BARINEK, 414 TELLER ST, UNIT C	11400.00
BASECAMP SHOPS & RESIDENCES LLC	HANSCHMIDT, 100 BASECAMP WY, UNIT 212	2799.00
BASECAMP SHOPS & RESIDENCES LLC	SMITH, 100 BASECAMP WY, UNIT 213	2784.57
BASECAMP SHOPS & RESIDENCES LLC	PATEL, 100 BASECAMP WY, UNIT 211	2811.54
BISHOP	BISHOP, 131 LUPINE LN	0.00
MATTOX	MACATR LLC, 100 GRANITE ST	0.00
BASECAMP SHOPS & RESIDENCES LLC	KOHANOVA, 100 BASECAMP WY, UNIT 214	799.00
WAGNER	BACON/TAI, 920 MEADOW CREEK DR	6490.00
MCCHESNEY	LEVERRIER/STICKLE, 99 GRANITE ST, #202	2500.00
BASECAMP SHOPS & RESIDENCES LLC	JEFFERY, 100 BASECAMP WY, #107	0.00
HIGHLAND PROPERTIES 4518 LLC	THE FRISCO 6 LLC, 320 N 7TH AVE	0.00
SUMMIT SCHOOL OF DANCE INC	TUTU PROPERTIES LLC, 400 GRANITE ST	0.00
ATCHISON	REYNOLDS, 131 FOREST DR, B	1821.81

WEST MAIN PARTNERS LLC	400 MAIN STREET LLC, 481B&C W MAIN ST, B101 & C101	4900.00
BRITTI	BRITTE, 500A GOLD DUST DR	0.00
BASECAMP SHOPS & RESIDENCES LLC	PETERSON, 100 BASECAMP WY, #209	3295.06
BASECAMP SHOPS & RESIDENCES LLC	GASSAWAY, 100 BASECAMP WY, #210	2830.01
ILGEN TRUST	ILGEN, 800 N SUMMIT BLVD	0.00
ROBINSON	LODMILL, 700 LAKE POINT DR, A11	4175.00
SUMMIT SIDE LLC	TROGE, 570 SPOTTED HORSE CT	9350.00
SUMMIT SIDE LLC	SUMMIT SIDE LLC, 570 SPOTTED HORSE CT	0.00
FRISCO DEPOT LLC	TOWN CENTRE LTD, 25 WATERTOWER WY	30000.00
BASECAMP SHOPS & RESIDENCES LLC	GOODACRE TRUST, 100 BASECAMP WY, #221	4006.62
BASECAMP SHOPS & RESIDENCES LLC	FRISCO BASECAMP 222 LLC, 100 BASECAMP WY, #222	3600.28
BASECAMP SHOPS & RESIDENCES LLC	JANIK, 100 BASECAMP WY, #220	2910.35
JOHNSON TRUST	HARRIS PROPERTIES LLC, 613 PITKIN ST	7000.00

156591.70

ACTIVITY REPORT -FEBRUARY, 2019

POLICE

MUNICIPAL COURT

		2019	2018
Property Stolen		\$12,280	\$5,308
Property Recovered		\$0	\$800
Animal Control			
Citations		0	0
Warning		3	3
Bar Checks		12	9
Business Checks		151	454
Assists		14	27
Parking Citations		0	0
Traffic Citations		14	19
Traffic Warnings		56	71
Traffic Accidents (Total)		15	11
Public Streets	11		
Private Property	4		
Injury	3		
Open Buildings		1	4
Alarms		11	5
Calls for Service		461	434
Felony Arrests		0	2
Misdemeanor Arrests		6	14
Simple assault	3		
DUI	2		
Warrant	1		

	2019	2018
Total number of citations issued for this court da	22	24
Total number of violators due in court	4	11
Total number of violators in court	3	5
Deferred to trial:	0	0
Received Deferred Sentences:	1	0
Dismissed:	0	0
Guilty Pleas:	1	0
Guilty to Amended Charges:	1	4
Guilty from Trial:	0	0
Continued to following month:	0	0
Dismissed Prior to Court	0	1
Handled by Mail		
W/in 20 days for Point Reduction:	7	3
Outside of 20 days:	5	9
No Shows		
Warrants Issued:	0	0
Hold placed on Drivers License:	0	1
Filed Unpaid:	0	0

* Luke Gardner and Aaron Freson are continuing to do well in the Red Rock Police Academy.

From: Kay B [<mailto:kay93578@gmail.com>]
Sent: Wednesday, March 13, 2019 1:45 PM
To: Wickman, Tom
Subject: Compliment for 2 officers

Dear Police Chief,

Police officers have kept me safe since 1987 when I started being able to function at very dangerous low blood sugar levels due to my brittle Type 1 diabetes.

Recently I found out that I have a concussion. I was released very late from the ER and was waiting for the last bus. I noticed 2 of your officers, Officer Moore and Officer Rosenfeld (field).

I did not feel comfortable walking the distance from the bus stop to the home I was staying at.

Without hesitation your officers helped me in a polite manner. It is so comforting to know that in this community I can rest assured that I am safe thanks to all of the police officers and sheriffs. As a survivor of domestic violence, it is important for me to feel safe.

I look forward to my nonprofit, Be Heard, showing appreciation to you and your staff. Please make sure that Officer Moore and her partner know that I appreciated their assistance.

Thanks,
(Denise) Kay Reeder

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	0		#
March	144,212	151,570	165,067	172,194	0		
April	74,813	88,629	80,381	92,165	0		
May	60,260	70,262	79,434	87,404	0		
June	98,021	119,444	136,345	135,401	0		
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		
Total	\$1,326,719	\$1,466,517	\$1,499,353	\$1,638,888	\$166,537	6.62%	10336

<u>Hotels & 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	0		
March	70,375	66,762	67,259	78,498	0		
April	26,345	36,272	27,374	20,071	0		
May	16,311	15,644	15,695	14,470	0		
June	37,136	33,721	34,961	37,018	0		
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		
Total	\$506,870	\$524,154	\$518,465	\$543,074	\$71,654	17.61%	10728

<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	0		
March	68,814	80,560	97,491	111,099	0		
April	9,400	11,939	11,480	17,470	0		
May	3,765	946	7,252	5,995	0		
June	16,978	15,275	24,430	29,184	0		
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		
Total	\$242,362	\$292,607	\$380,326	\$462,431	\$59,020	27.90%	12873

<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	0		
March	144,155	154,072	181,072	197,143	0		
April	112,876	119,076	142,933	130,291	0		
May	76,414	84,800	101,259	109,421	0		
June	92,284	106,376	119,132	147,908	0		
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		
Total	\$1,527,060	\$1,728,351	\$1,927,364	\$1,952,750	\$189,175	6.42%	11407

<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	0		
March	146,602	148,339	146,621	169,424	0		
April	100,391	103,805	115,380	107,993	0		
May	106,097	111,790	110,343	124,256	0		
June	136,153	147,974	150,766	163,758	0		
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		
Total	\$1,611,565	\$1,663,289	\$1,700,782	\$1,861,326	\$167,966	7.61%	11884

<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	0		
March	1,941	703	784	1,776	0		
April	1,061	665	3,478	56	0		
May	824	638	277	147	0		
June	1,466	1,296	633	611	0		
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		
Total	\$26,915	\$19,491	\$15,948	\$16,263	\$254	55.83%	91

<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	0		##
March	25,806	25,220	25,450	23,886	0		
April	25,337	28,611	23,487	23,770	0		
May	24,080	26,745	24,989	25,517	0		
June	26,537	27,009	31,874	28,383	0		
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		
Total	\$338,668	\$372,756	\$363,062	\$342,658	\$28,807	1.65%	468

<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	0		
March	11,828	11,576	16,478	14,832	0		
April	4,588	8,145	5,047	8,061	0		
May	5,346	6,956	11,026	10,686	0		
June	11,772	13,912	16,222	19,307	0		
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		
Total	\$124,765	\$152,909	\$171,236	\$184,803	\$10,974	-13.14%	(1660)

<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	0		
March	15,287	24,373	25,798	28,089	0		
April	12,560	19,930	12,315	12,818	0		
May	16,083	20,545	20,607	18,783	0		
June	23,036	24,167	25,230	21,420	0		
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		
Total	\$243,915	\$321,504	\$339,416	\$318,169	\$34,680	18.16%	5329

<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	0		
March	11,627	11,213	11,591	11,813	0		
April	5,190	6,519	6,878	6,567	0		
May	5,036	5,376	5,058	6,240	0		

June	9,219	9,752	11,294	11,862	0		
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		
Total	\$114,870	\$125,194	\$118,321	\$126,831	\$8,090	-28.84%	(3279)

HomeImprove	2015	2016	2017	2018	2019		
January	20,378	18,844	22,471	19,894	40,997	106.08%	21103
February	14,208	20,598	1,091	44,950	0		
March	23,202	25,375	41,251	37,378	0		
April	18,705	23,179	34,112	36,382	0		
May	32,094	32,369	41,625	58,853	0		
June	43,476	55,720	63,439	74,330	0		
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		
Total	\$370,504	\$428,180	\$503,012	\$640,022	\$40,997	106.08%	21103

Liquor	2015	2016	2017	2018	2019		
January	29,879	34,109	34,908	37,193	36,342	-2.29%	(851)
February	31,520	37,225	38,396	39,724	0		
March	30,811	36,457	38,847	42,443	0		
April	19,425	19,790	19,673	19,296	0		
May	15,038	16,886	17,900	19,858	0		
June	21,180	25,571	26,991	29,682	0		
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		
Total	\$306,446	\$346,344	\$351,910	\$384,564	\$36,342	-2.29%	(851)

Office	2015	2016	2017	2018	2019		
January	2,561	2,419	2,984	3,640	4,385	20.47%	745
February	2,850	2,471	3,231	2,799	0		
March	3,084	3,316	3,862	3,882	0		
April	3,132	2,244	2,453	3,248	0		
May	1,958	2,400	3,104	3,188	0		
June	2,485	2,822	4,482	4,436	0		
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		
Total	\$34,654	\$37,893	\$44,298	\$48,312	\$4,385	20.47%	745

Health/Beauty	2015	2016	2017	2018	2019		
January	2,586	5,808	3,561	7,074	6,398	-9.56%	(676)
February	1,616	3,653	7,724	3,295	0		
March	5,434	7,078	6,870	5,994	0		
April	2,533	3,769	3,851	4,237	0		
May	2,875	3,572	3,680	3,077	0		
June	5,122	5,849	6,018	6,437	0		
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		
Total	\$42,674	\$57,703	\$57,074	\$65,418	\$6,398	-9.56%	(676)

Recreation	2015	2016	2017	2018	2019		
January	26,830	39,025	48,459	42,007	43,436	3.40%	1429
February	45,237	38,817	44,530	48,795	0		

March	53,634	50,045	53,565	59,541	0		
April	15,578	16,752	20,888	16,770	0		
May	11,669	19,650	14,608	12,596	0		
June	36,185	34,470	35,604	33,700	0		
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		
Total	\$358,202	\$376,546	\$369,281	\$394,636	\$43,436	3.40%	1429

Utility	2015	2016	2017	2018	2019		
January	51,370	48,906	49,663	44,089	46,140	4.65%	2051
February	42,255	39,071	41,972	44,868	0		
March	41,961	40,585	42,460	39,552	0		
April	33,246	34,472	34,060	34,859	0		
May	29,498	28,371	29,576	29,875	0		
June	26,961	26,823	31,178	27,374	0		
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		
Total	\$403,495	\$400,899	\$415,534	\$400,944	\$46,140	4.65%	2051

Marijuana	2015	2016	2017	2018	2019		
January	14,309	24,010	31,168	27,131	29,311	8.04%	2180
February	20,072	22,824	25,041	26,085	0		
March	15,930	25,726	28,648	29,899	0		
April	15,011	15,819	16,147	16,065	0		
May	9,480	10,559	11,489	12,648	0		
June	11,318	13,787	15,041	16,920	0		
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		
Total	\$172,764	\$213,084	\$236,477	\$237,725	\$29,311	8.04%	2180

Summary	2015*	2016*	2017*	2018	2018		
January	670,581	771,894	810,501	860,008	944,166	9.79%	84158
February	662,198	734,052	761,482	840,810	0		
March	798,773	862,970	953,114	1,027,443	0		
April	465,180	539,616	559,937	550,119	0		
May	407,348	457,509	497,922	543,014	0		
June	588,011	663,968	733,640	787,731	0		
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		
Total	\$7,579,684	\$8,527,421	\$9,011,859	\$9,618,814	\$944,166	9.79%	84158

YTD 2018 **\$860,008**
YTD \$ Difference **\$84,158**
YTD Change **9.79%**

* 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

**TOWN OF FRISCO
PROCLAMATION
MARCH 30, 2019
EARTH HOUR DAY**

WHEREAS, the Town of Frisco is deeply concerned about the potential impacts of climate change and believes that efforts at energy efficiency and natural resource conservation should be promoted; and

WHEREAS, Earth Hour is both an international and local symbolic event to raise awareness about climate change issues, to encourage businesses, individuals and government to take action to reduce their carbon emissions and their impact on the environment in their daily lives and operations; and

WHEREAS, Earth Hour asks all citizens, businesses, government agencies and commercial and non-commercial establishments to turn off all non-essential lighting for one hour beginning at 8:30 p.m. on March 30, 2019 and to encourage citizens and businesses to commit to actions they can take in the coming year to reduce their carbon footprint and conserve energy; and

WHEREAS; Earth Hour will be used as a tool to inform local residents and businesses about existing information and tools already available within the community to assist them in increasing energy efficiency and decreasing emissions and the use of natural resources; and

WHEREAS, turning off non-essential lights in all Town buildings will serve as an important rallying point for town-wide energy conservation efforts and to support Earth Hour events around the world.

BE IT RESOLVED, that the Town of Frisco encourages all citizens and town employees to turn off all non-essential lighting in buildings for the hour between 8:30 and 9:30 p.m. on March 30, 2019 to conserve energy and raise awareness about global climate change as part of the town-wide conservation event: Earth Hour Frisco.

NOW, THEREFORE, I, GARY WILKINSON, MAYOR OF THE TOWN OF FRISCO, COLORADO DO HEREBY OFFICIALLY PROCLAIM MARCH 30, 2019 AS EARTH HOUR DAY.

DATED THIS 26TH DAY OF MARCH, 2019.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
MARCH 12, 2019**

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

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

Absent:

Public Comment:

There was no public comment.

Council Comment:

Mayor Wilkinson appreciated Representative Neguse's staff reaching out to Summit County regarding federal assistance during the winter storms.

Proclamation:

Mayor Wilkinson proclaimed March 10-16, 2019 Girl Scout Week.

Consent Agenda:

- Minutes February 26, 2019 Meeting
- Home Rule Charter Review - Chapter 127, Offenses
- Island Grill Concessionaire Contract and Lease Agreement for Food and Beverage Services at the Frisco Bay Marina
- Resolution 19-09, a Resolution Adopting the Town of Frisco Minimum Street Design and Access Criteria, Dated March 12, 2019
- Resolution 19-11, a Resolution Approving an Agreement with Meeco Sullivan for the Purchase of a New Dock System at the Frisco Bay Marina without a Competitive Bidding Process
- Resolution 19-12, a Resolution for the Award of Contract for the Construction and Completion of the Second and Belford Connector Pathway Project (TAP No. M500-004/SA No.22395), Dated March 12, 2019

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

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

Adjourn:

There being no further business, the meeting adjourned at 7:07 p.m.

Respectfully Submitted,

Deborah Wohlmut, 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
5280 PUBLISHING, INC.							
115	5280 PUBLISHING, INC.	51267	Wassail Days E-Blast	12/10/2018	950.00	950.00	02/13/2019
Total 5280 PUBLISHING, INC.:					950.00	950.00	
ACORN PETROLEUM INC.							
410	ACORN PETROLEUM INC.	000940841	Bill to Number 756501 - Shop	01/25/2019	1,935.96	1,935.96	02/14/2019
410	ACORN PETROLEUM INC.	000941538	Bill to Number 756501 - Shop	01/31/2019	2,030.28	2,030.28	02/14/2019
410	ACORN PETROLEUM INC.	000942635	Bill to Number 756501 - Shop	02/04/2019	2,704.70	2,704.70	02/14/2019
410	ACORN PETROLEUM INC.	000943411	Bill to Number 756501 - Shop	02/11/2019	955.57	955.57	02/28/2019
410	ACORN PETROLEUM INC.	000943685	Bill to Number 756501 - Shop	02/13/2019	3,314.85	3,314.85	02/28/2019
410	ACORN PETROLEUM INC.	000945220	Bill to Number 756501 - Shop	02/20/2019	3,140.67	3,140.67	02/28/2019
Total ACORN PETROLEUM INC.:					14,082.03	14,082.03	
ADDISON CANINO							
477	ADDISON CANINO	BOOTS2019	Work Boot Reimbursement	02/12/2019	100.00	100.00	02/28/2019
Total ADDISON CANINO:					100.00	100.00	
ADVANCED NETWORK MANAGEMENT, INC							
505	ADVANCED NETWORK MANAG	BD0008429	Town of Frisco	02/21/2019	34,727.78	34,727.78	02/22/2019
Total ADVANCED NETWORK MANAGEMENT, INC:					34,727.78	34,727.78	
AFLAC							
550	AFLAC	379202	Account Number FH181	02/11/2019	177.58	177.58	02/28/2019
Total AFLAC:					177.58	177.58	
ALAN PLUMMER ASSOCIATES, INC.							
657	ALAN PLUMMER ASSOCIATES, I	43677	Water Intake Structure Project	01/25/2019	12,567.50	12,567.50	02/14/2019
Total ALAN PLUMMER ASSOCIATES, INC.:					12,567.50	12,567.50	
ALPINE SPECIALTY SERVICES							
997	ALPINE SPECIALTY SERVICES	5798	PRA Expansion Project - Excavati	02/08/2019	5,520.00	5,520.00	02/26/2019
Total ALPINE SPECIALTY SERVICES:					5,520.00	5,520.00	
ASCENT PLANNING LLC							
1893	ASCENT PLANNING LLC	18-051	LifePlan Series	12/12/2018	400.00	400.00	02/13/2019
Total ASCENT PLANNING LLC:					400.00	400.00	
AVALANCHE CLEANERS							
2115	AVALANCHE CLEANERS	4528	Town Manager House Cleaning	02/01/2019	200.00	200.00	02/14/2019
Total AVALANCHE CLEANERS:					200.00	200.00	
B PUBLIC RELATIONS LLC							
2192	B PUBLIC RELATIONS LLC	2412	Monthly Retainer - February 201	02/15/2019	2,500.00	2,500.00	02/28/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total B PUBLIC RELATIONS LLC:					2,500.00	2,500.00	
BANK OF THE WEST							
2330	BANK OF THE WEST	879-620-19	BRANCH: 000897 BOX: 620	02/11/2019	75.00	75.00	02/28/2019
Total BANK OF THE WEST:					75.00	75.00	
BONNIE D. MOINET							
3210	BONNIE D. MOINET	JANUARY2019	Personal Cell Phone	02/07/2019	70.00	70.00	02/28/2019
Total BONNIE D. MOINET:					70.00	70.00	
CCOM							
4573	CCOM	198362	900-10-7814	11/01/2018	35.00	35.00	02/13/2019
4573	CCOM	202287	ICD: S60.321A	12/03/2018	35.00	35.00	02/13/2019
4573	CCOM	206210	900-07-9877/900-02-6717	01/02/2019	175.00	175.00	02/13/2019
Total CCOM:					245.00	245.00	
CENTURA HEALTH							
4690	CENTURA HEALTH	700000055-20	Guarantor # 700000055	02/26/2019	300.00	300.00	02/28/2019
Total CENTURA HEALTH:					300.00	300.00	
CHAD MOST							
4760	CHAD MOST	FREEZE2019	Petty Cash - Frisco Freeze Fat Bi	02/22/2019	250.00	250.00	02/22/2019
4760	CHAD MOST	GOLD RUSH 2	Petty Cash - Gold Rush	02/01/2019	250.00	250.00	02/07/2019
4760	CHAD MOST	JAN-EOM	Employee of the Month Award - C	02/14/2019	100.00	100.00	02/15/2019
4760	CHAD MOST	PINK2019	Petty Cash - Pink Party	02/28/2019	568.00	568.00	02/28/2019
Total CHAD MOST:					1,168.00	1,168.00	
CHRIS EBY							
5060	CHRIS EBY	TOF1	Consulting Services	02/08/2019	1,125.99	1,125.99	02/28/2019
Total CHRIS EBY:					1,125.99	1,125.99	
CIRSA							
5440	CIRSA	182119	PC6007089-1	02/26/2019	1,000.00	1,000.00	02/26/2019
5440	CIRSA	182244	Coverage Adjustments	02/01/2019	280.81	280.81	02/14/2019
Total CIRSA:					1,280.81	1,280.81	
CMNM							
5727	CMNM	145860-12312	Account #: 1014249	12/31/2018	5,627.59	5,627.59	02/13/2019
Total CMNM:					5,627.59	5,627.59	
CODEGEEK.NET							
6707	CODEGEEK.NET	2019-162	Website Maintenance and Hosting	02/04/2019	1,567.50	1,567.50	02/14/2019
Total CODEGEEK.NET:					1,567.50	1,567.50	
COLORADO ASSOCIATION OF SKI TOWNS (D)							
4482	COLORADO ASSOCIATION OF	1184	CAST MEETING 1-17-2019	01/28/2019	110.00	110.00	02/28/2019
4482	COLORADO ASSOCIATION OF	1205	Retirement Gift Contribution	02/05/2019	100.00	100.00	02/14/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total COLORADO ASSOCIATION OF SKI TOWNS (D):					210.00	210.00	
COLUMBINE INK							
6940	COLUMBINE INK	1790	Frisco Historic Museum	01/27/2019	116.55	116.55	02/28/2019
Total COLUMBINE INK:					116.55	116.55	
CPRA							
7600	CPRA	TOF-2019	2019 Annual Membership	02/15/2019	193.33	193.33	02/28/2019
7600	CPRA	TOF-2019	2019 Annual Membership	02/15/2019	96.67	96.67	02/28/2019
7600	CPRA	TOF-2019	2019 Annual Membership	02/15/2019	103.00	103.00	02/28/2019
7600	CPRA	TOF-2019	2019 Annual Membership	02/15/2019	103.00	103.00	02/28/2019
Total CPRA:					496.00	496.00	
CUMMINS SALES AND SERVICE							
7815	CUMMINS SALES AND SERVICE	42-9979	Generator Service	12/20/2018	893.78	893.78	02/13/2019
Total CUMMINS SALES AND SERVICE:					893.78	893.78	
DEBORAH WOHLMUTH							
8680	DEBORAH WOHLMUTH	22619	Reimburse Expense	02/26/2019	48.42	48.42	02/28/2019
Total DEBORAH WOHLMUTH:					48.42	48.42	
DIANE MCBRIDE							
9110	DIANE MCBRIDE	JANUARY2019	Reimburse Personal Cell Phone	02/21/2019	70.00	70.00	02/28/2019
Total DIANE MCBRIDE:					70.00	70.00	
DIRECTPATH							
9255	DIRECTPATH	AT41838	Town of Frisco	02/01/2019	236.80	236.80	02/28/2019
9255	DIRECTPATH	AT42064	Town of Frisco	02/28/2019	236.80	236.80	02/28/2019
Total DIRECTPATH:					473.60	473.60	
DI'S MOUNTAIN BAGELS LLC							
9108	DI'S MOUNTAIN BAGELS LLC	2702	Bagels for Ski Race	12/22/2018	39.00	39.00	02/13/2019
9108	DI'S MOUNTAIN BAGELS LLC	2732	Bagels for Ski Race	01/19/2019	45.50	45.50	02/14/2019
9108	DI'S MOUNTAIN BAGELS LLC	2748	Bagels for Ski Race	02/02/2019	52.00	52.00	02/14/2019
9108	DI'S MOUNTAIN BAGELS LLC	2764	Bagels for Ski Race	02/16/2019	71.50	71.50	02/28/2019
Total DI'S MOUNTAIN BAGELS LLC:					208.00	208.00	
DPC INDUSTRIES, INC.							
9580	DPC INDUSTRIES, INC.	DE73000079-1	Customer No. 73171400	01/31/2019	140.00	140.00	02/28/2019
Total DPC INDUSTRIES, INC.:					140.00	140.00	
DUNCANS HEATING AND COOLING							
9695	DUNCANS HEATING AND COOL	190747	Dishwasher Repair - Day Lodge	02/11/2019	370.00	370.00	02/14/2019
Total DUNCANS HEATING AND COOLING:					370.00	370.00	
FAMILY SUPPORT REGISTRY							
10630	FAMILY SUPPORT REGISTRY	04577912-2/22	Remittance Identifier 04577912	02/22/2019	262.80	262.80	02/28/2019
10630	FAMILY SUPPORT REGISTRY	04577912-2/8/	Remittance Identifier 04577912	02/13/2019	262.80	262.80	02/14/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10630	FAMILY SUPPORT REGISTRY	07777691-2/22	Remittance Identifier 07777691	02/22/2019	189.23	189.23	02/28/2019
10630	FAMILY SUPPORT REGISTRY	07777691-2/8/	Remittance Identifier 07777691	02/13/2019	189.23	189.23	02/14/2019
Total FAMILY SUPPORT REGISTRY:					904.06	904.06	
FOOD HEDZ WORLD CAFE & CATERING							
11060	FOOD HEDZ WORLD CAFE & C	030619	Town Council Reception 3/6/2019	02/22/2019	1,500.00	1,500.00	02/22/2019
11060	FOOD HEDZ WORLD CAFE & C	2/5/2019	Town Manager Reception	02/04/2019	450.00	450.00	02/05/2019
Total FOOD HEDZ WORLD CAFE & CATERING:					1,950.00	1,950.00	
GAZETTE, THE							
11890	GAZETTE, THE	42483/42856	Billed Account No. 23913	12/31/2018	2,236.78	2,236.78	02/13/2019
Total GAZETTE, THE:					2,236.78	2,236.78	
HAMILL DESIGN GROUP LLC							
12795	HAMILL DESIGN GROUP LLC	347	Town of Frisco	01/30/2019	367.24	367.24	02/28/2019
Total HAMILL DESIGN GROUP LLC:					367.24	367.24	
HAMPTON ENTERTAINMENT							
12825	HAMPTON ENTERTAINMENT	030219-2	DJ for Snowshoe for the Cure	02/19/2019	500.00	500.00	02/28/2019
Total HAMPTON ENTERTAINMENT:					500.00	500.00	
HBL CONSULTING INC.							
12970	HBL CONSULTING INC.	898	IT Services	02/03/2019	9,520.00	9,520.00	02/14/2019
Total HBL CONSULTING INC.:					9,520.00	9,520.00	
HIGH COUNTRY DOGS LLC							
13165	HIGH COUNTRY DOGS LLC	00041	Jan/Feb Skijoring Classes	01/28/2019	576.00	576.00	02/28/2019
Total HIGH COUNTRY DOGS LLC:					576.00	576.00	
HTM FITTINGS INC.							
13745	HTM FITTINGS INC.	59006-1	Frisco Adventure Park	01/17/2019	587.10	587.10	02/28/2019
Total HTM FITTINGS INC.:					587.10	587.10	
ICONIX CLOTHING							
13950	ICONIX CLOTHING	3017	Bufs for Brewski	02/15/2019	1,450.00	1,450.00	02/28/2019
Total ICONIX CLOTHING:					1,450.00	1,450.00	
JESSICA HOLLEY							
15485	JESSICA HOLLEY	2018	Reimburse Expense	11/19/2018	61.13	61.13	02/13/2019
Total JESSICA HOLLEY:					61.13	61.13	
KELSEY MOORHOUSE							
16878	KELSEY MOORHOUSE	JANUARY2019	Cell Phone Reimbursement	02/11/2019	68.99	68.99	02/14/2019
Total KELSEY MOORHOUSE:					68.99	68.99	
KRONOS INCORPORATED							
17405	KRONOS INCORPORATED	11415429	Bill To: 6089328	02/06/2019	601.65	601.65	02/14/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KRONOS INCORPORATED:					601.65	601.65	
KUMAR & ASSOCIATES INC.							
17465	KUMAR & ASSOCIATES INC.	190419	Project No. 186-105.01	02/19/2019	120.00	120.00	02/28/2019
17465	KUMAR & ASSOCIATES INC.	190419	Project No. 186-105.01	02/19/2019	40.00	40.00	02/28/2019
Total KUMAR & ASSOCIATES INC.:					160.00	160.00	
LEADER'S EDGE CONSULTING INC.							
17937	LEADER'S EDGE CONSULTING	2367	Phone Coaching Session	02/05/2019	310.00	310.00	02/14/2019
Total LEADER'S EDGE CONSULTING INC.:					310.00	310.00	
LOGANSIMPSON							
18475	LOGANSIMPSON	23921	Project No: 185512	12/08/2018	10,724.46	10,724.46	02/13/2019
Total LOGANSIMPSON:					10,724.46	10,724.46	
MARLIN BUSINESS BANK							
19087	MARLIN BUSINESS BANK	16696891	Account Number 1489058	02/07/2019	313.79	313.79	02/14/2019
19087	MARLIN BUSINESS BANK	16696891	Account Number 1489058	02/07/2019	1,785.99	1,785.99	02/14/2019
Total MARLIN BUSINESS BANK:					2,099.78	2,099.78	
MARTIN / MARTIN CONSULTING ENGINEERS							
19250	MARTIN / MARTIN CONSULTING	22677.C.01-12	Project 22677.c.01	01/29/2019	877.50	877.50	02/14/2019
Total MARTIN / MARTIN CONSULTING ENGINEERS:					877.50	877.50	
MINDY ZABLOCKI							
20307	MINDY ZABLOCKI	DECEMBER20	Personal Cell Phone Stipend	12/31/2018	70.00	70.00	02/13/2019
20307	MINDY ZABLOCKI	NEOGOV-18	Reimburse Expense	10/13/2018	42.04	42.04	02/13/2019
20307	MINDY ZABLOCKI	NEOGOV-18	Reimburse Expense	10/13/2018	109.00	109.00	02/13/2019
20307	MINDY ZABLOCKI	NEOGOV-18-C	Reimburse Expense	10/13/2018	27.88	27.88	02/13/2019
20307	MINDY ZABLOCKI	NOVEMBER20	Personal Cell Phone Stipend	11/30/2018	70.00	70.00	02/13/2019
20307	MINDY ZABLOCKI	OCTOBER201	Personal Cell Phone Stipend	10/31/2018	70.00	70.00	02/13/2019
20307	MINDY ZABLOCKI	SEPTEMBER2	Personal Cell Phone Stipend	09/26/2018	70.00	70.00	02/13/2019
Total MINDY ZABLOCKI:					458.92	458.92	
MOSES, WITTEMYER,HARRISON							
20600	MOSES, WITTEMYER,HARRISON	13186	Professional Services	02/04/2019	1,096.95	1,096.95	02/28/2019
Total MOSES, WITTEMYER,HARRISON:					1,096.95	1,096.95	
MURRAY DAHL BEERY & RENAUD LLP							
20890	MURRAY DAHL BEERY & RENA	15020	Matter No. 59875.00000	01/31/2019	15,091.56	15,091.56	02/14/2019
20890	MURRAY DAHL BEERY & RENA	15021	Matter No. 59875.00010	01/31/2019	1,240.00	1,240.00	02/14/2019
20890	MURRAY DAHL BEERY & RENA	15022	Matter No. 59875.23640	01/31/2019	168.75	168.75	02/14/2019
20890	MURRAY DAHL BEERY & RENA	15023	Matter No. 59875.71000	01/31/2019	622.20	622.20	02/14/2019
Total MURRAY DAHL BEERY & RENAUD LLP:					17,122.51	17,122.51	
MUTUAL OF OMAHA							
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	11.00	11.00	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	185.63	185.63	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	385.43	385.43	02/14/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	106.74	106.74	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	401.72	401.72	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	528.16	528.16	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	72.92	72.92	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	163.47	163.47	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	162.45	162.45	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	133.71	133.71	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	77.24	77.24	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	293.78	293.78	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	75.06	75.06	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	83.77	83.77	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	321.37	321.37	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	42.87	42.87	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	164.13	164.13	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	92.21	92.21	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	121.48	121.48	02/14/2019
20910	MUTUAL OF OMAHA	000858804197	Group ID: G000AF7V	02/01/2019	408.43	408.43	02/14/2019
Total MUTUAL OF OMAHA:					3,831.57	3,831.57	
MW GOLDEN CONSTRUCTORS							
20925	MW GOLDEN CONSTRUCTORS	8	PAY APP #8 PW EXPANSION	01/31/2019	6,696.75	6,696.75	02/14/2019
20925	MW GOLDEN CONSTRUCTORS	8	PAY APP #8 PW EXPANSION	01/31/2019	2,232.25	2,232.25	02/14/2019
Total MW GOLDEN CONSTRUCTORS:					8,929.00	8,929.00	
NANCY KERRY							
21023	NANCY KERRY	2/1/2019	Reimburse Expenses	02/01/2019	27.16	27.16	02/07/2019
Total NANCY KERRY:					27.16	27.16	
NATIONAL GEOGRAPHIC MAPS							
21105	NATIONAL GEOGRAPHIC MAPS	0397555	Frisco/Copper Visitor Information	02/01/2019	179.70	179.70	02/14/2019
Total NATIONAL GEOGRAPHIC MAPS:					179.70	179.70	
NOCO FLATS							
21462	NOCO FLATS	MARCH RENT	Unit #4 - Monthly Rent	02/15/2019	895.00	895.00	02/22/2019
Total NOCO FLATS:					895.00	895.00	
NORA GILBERTSON							
21470	NORA GILBERTSON	JANUARY2019	Personal Cell Phone Stipend	01/23/2019	70.00	70.00	02/14/2019
Total NORA GILBERTSON:					70.00	70.00	
NORTH LINE GIS							
21530	NORTH LINE GIS	2076	GIS Services	02/04/2019	1,120.00	1,120.00	02/14/2019
Total NORTH LINE GIS:					1,120.00	1,120.00	
NV5 INC.							
21710	NV5 INC.	109314	Project No: 333118-0000175.00	12/11/2018	120.00	120.00	02/15/2019
21710	NV5 INC.	115225	Project No: 333119-0000202.00	02/11/2019	8,593.15	8,593.15	02/14/2019
21710	NV5 INC.	115227	Project No: 333119-0000208.00	02/11/2019	16,280.00	16,280.00	02/14/2019
Total NV5 INC.:					24,993.15	24,993.15	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
O'BRYAN PARTNERSHIP INC.							
21760	O'BRYAN PARTNERSHIP INC.	7249	PW Expansion	01/30/2019	41.00	41.00	02/14/2019
Total O'BRYAN PARTNERSHIP INC.:					41.00	41.00	
OHLSON LAVOIE COLLABORATIVE							
21865	OHLSON LAVOIE COLLABORATI	113436	Project No: 18030.00	12/31/2018	1,092.52	1,092.52	02/13/2019
Total OHLSON LAVOIE COLLABORATIVE:					1,092.52	1,092.52	
OUTPUT SERVICES INC.							
22050	OUTPUT SERVICES INC.	102943	Town of Frisco	01/29/2019	2,713.77	2,713.77	02/14/2019
Total OUTPUT SERVICES INC.:					2,713.77	2,713.77	
PAVEMENT MAINTENANCE SERVICES INC.							
22515	PAVEMENT MAINTENANCE SER	2276	Alley Paving	12/05/2018	140,626.98	140,626.98	02/13/2019
Total PAVEMENT MAINTENANCE SERVICES INC.:					140,626.98	140,626.98	
PEAK MATERIALS							
22605	PEAK MATERIALS	537220	Customer No.: 26994	10/02/2018	1,605.15	1,605.15	02/13/2019
22605	PEAK MATERIALS	544101	Customer No.: 26994	10/17/2018	369.25	369.25	02/13/2019
22605	PEAK MATERIALS	548017	Customer No.: 26994	10/24/2018	1,469.50	1,469.50	02/13/2019
22605	PEAK MATERIALS	571643	Customer No.: 26994	01/04/2019	372.75	372.75	02/14/2019
Total PEAK MATERIALS:					3,816.65	3,816.65	
PONTEM SOFTWARE							
23200	PONTEM SOFTWARE	6843	Cemetery Management Software	01/31/2019	2,753.68	2,753.68	02/14/2019
Total PONTEM SOFTWARE:					2,753.68	2,753.68	
POWDR - COPPER MOUNTAIN LLC							
23255	POWDR - COPPER MOUNTAIN	TOF PASS 18/	Staff Ski Passes	02/12/2019	7,362.00	7,362.00	02/14/2019
23255	POWDR - COPPER MOUNTAIN	TOF PASS 18/	Staff Ski Passes	02/12/2019	409.00	409.00	02/14/2019
23255	POWDR - COPPER MOUNTAIN	TOF PASS 18/	Staff Ski Passes	02/12/2019	1,636.00	1,636.00	02/14/2019
Total POWDR - COPPER MOUNTAIN LLC:					9,407.00	9,407.00	
ROBERT HOLLOWAY							
24777	ROBERT HOLLOWAY	354.01	Refund Overpaid Water User Fee	01/18/2019	40.33	40.33	02/14/2019
Total ROBERT HOLLOWAY:					40.33	40.33	
ROCKY MOUNTAIN INSTRUMENTAL							
25075	ROCKY MOUNTAIN INSTRUME	53594	RML #18-44647-A	02/05/2019	380.00	380.00	02/14/2019
Total ROCKY MOUNTAIN INSTRUMENTAL:					380.00	380.00	
ROCKY MOUNTAIN PUBLIC BROADCASTING							
25107	ROCKY MOUNTAIN PUBLIC BR	52388	Adventure Park Ad on RMPBS	01/28/2019	1,890.00	1,890.00	02/14/2019
25107	ROCKY MOUNTAIN PUBLIC BR	52388-18	Adventure Park Ad on RMPBS	01/28/2019	210.00	210.00	02/13/2019
Total ROCKY MOUNTAIN PUBLIC BROADCASTING:					2,100.00	2,100.00	
ROCKY MOUNTAIN RESERVE							
25115	ROCKY MOUNTAIN RESERVE	2170206	FSA/HSA Administration	02/10/2019	282.75	282.75	02/14/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ROCKY MOUNTAIN RESERVE:					282.75	282.75	
ROSHAMBO, LLC							
25497	ROSHAMBO, LLC	6459	BBQ Challenge Logo Deposit	02/11/2019	150.00	150.00	02/14/2019
Total ROSHAMBO, LLC:					150.00	150.00	
SALTWORX INC.							
25853	SALTWORX INC.	C-12	Road Salt	01/21/2019	6,070.19	6,070.19	02/14/2019
Total SALTWORX INC.:					6,070.19	6,070.19	
SE GROUP							
26205	SE GROUP	33218	Project No: 18134001	02/07/2019	3,458.50	3,458.50	02/14/2019
26205	SE GROUP	33228	Project No: 18024001	02/07/2019	3,305.00	3,305.00	02/14/2019
Total SE GROUP:					6,763.50	6,763.50	
SIGNTECH							
26735	SIGNTECH	5053	Historic Park Window Coverings	02/11/2019	844.55	844.55	02/28/2019
26735	SIGNTECH	5053	Historic Park Window Coverings	02/11/2019	844.54	844.54	02/28/2019
Total SIGNTECH:					1,689.09	1,689.09	
SIMPLIVERIFIED							
26853	SIMPLIVERIFIED	4429	Town of Frisco	01/02/2019	271.20	271.20	02/13/2019
Total SIMPLIVERIFIED:					271.20	271.20	
SOPHIE FERGUSON							
27135	SOPHIE FERGUSON	2018	Reimburse Expense	11/20/2018	382.71	382.71	02/13/2019
Total SOPHIE FERGUSON:					382.71	382.71	
SOUTHEASTERN SECURITY CONSULTANTS							
27165	SOUTHEASTERN SECURITY C	7283	Background Checks	12/31/2018	37.00	37.00	02/13/2019
Total SOUTHEASTERN SECURITY CONSULTANTS:					37.00	37.00	
SOUTHERN WINE & SPIRITS OF COLORADO							
27180	SOUTHERN WINE & SPIRITS O	1913222	Customer # 16384	01/30/2019	196.20	196.20	02/28/2019
27180	SOUTHERN WINE & SPIRITS O	1918348	Customer # 16384	02/06/2019	196.20	196.20	02/14/2019
Total SOUTHERN WINE & SPIRITS OF COLORADO:					392.40	392.40	
SPRINGS MEDIA LLC							
27297	SPRINGS MEDIA LLC	741	Advertising - Springs Magazine	02/07/2019	2,910.00	2,910.00	02/28/2019
Total SPRINGS MEDIA LLC:					2,910.00	2,910.00	
SUMMIT COUNTY 911 CENTER							
28125	SUMMIT COUNTY 911 CENTER	190175	1ST & 2ND QTR OPERATIONS	02/25/2019	73,071.00	73,071.00	02/28/2019
Total SUMMIT COUNTY 911 CENTER:					73,071.00	73,071.00	
SUMMIT COUNTY GOVERNMENT - SENIOR							
28538	SUMMIT COUNTY GOVERNMENT	030119	Pink Party - Food	02/05/2019	3,318.00	3,318.00	02/14/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
28538	SUMMIT COUNTY GOVERNMENT	030119-DEP	Pink Party - Room Deposit	02/05/2019	300.00	300.00	02/14/2019
Total SUMMIT COUNTY GOVERNMENT - SENIOR:					3,618.00	3,618.00	
SUMMIT COUNTY GOVT - DRREC							
28340	SUMMIT COUNTY GOVT - DRREC	YR END 2018	2018 Year End Marina DRREC Fe	12/31/2018	30,975.86	30,975.86	02/13/2019
Total SUMMIT COUNTY GOVT - DRREC:					30,975.86	30,975.86	
SUMMIT COUNTY ROAD & BRIDGE DEPT.							
28440	SUMMIT COUNTY ROAD & BRIDGE	110318	Snowplow Jamboree Advertising	11/03/2018	450.00	450.00	02/13/2019
Total SUMMIT COUNTY ROAD & BRIDGE DEPT.:					450.00	450.00	
SUMMIT FIRE AUTHORITY							
28670	SUMMIT FIRE AUTHORITY	1717	2019 Hazmat Assessment	02/07/2019	10,394.62	10,394.62	02/28/2019
Total SUMMIT FIRE AUTHORITY:					10,394.62	10,394.62	
SUMMIT FOUNDATION, THE							
28690	SUMMIT FOUNDATION, THE	4TH QTR 2018	4th Qtr 2018 Employee Contributi	02/22/2019	570.00	570.00	02/22/2019
Total SUMMIT FOUNDATION, THE:					570.00	570.00	
SUMMIT HISTORICAL SOCIETY							
28830	SUMMIT HISTORICAL SOCIETY	01302019	Gift Shop Book Order	01/30/2019	515.00	515.00	02/28/2019
Total SUMMIT HISTORICAL SOCIETY:					515.00	515.00	
SUMMIT NORDIC SKI CLUB							
28940	SUMMIT NORDIC SKI CLUB	21119	Difference for Drink Charges	02/12/2019	552.00	552.00	02/14/2019
Total SUMMIT NORDIC SKI CLUB:					552.00	552.00	
SWIRE COCA-COLA USA							
29440	SWIRE COCA-COLA USA	13855201153	Soda for Shop	02/04/2019	198.24	198.24	02/28/2019
Total SWIRE COCA-COLA USA:					198.24	198.24	
SYLVIA CONWAY							
29450	SYLVIA CONWAY	2-15-2019	Refund Overpaid Water User Fee	02/15/2019	2,476.96	2,476.96	02/15/2019
Total SYLVIA CONWAY:					2,476.96	2,476.96	
THE KEY PEOPLE CO							
29903	THE KEY PEOPLE CO	40119119	2018 December Restroom Cleans	01/02/2019	775.00	775.00	02/13/2019
Total THE KEY PEOPLE CO:					775.00	775.00	
TIMBERLINE DISPOSAL LLC							
30370	TIMBERLINE DISPOSAL LLC	0001180099	Customer ID 186383	07/01/2018	560.00	560.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	0001225658	Customer ID 186383	08/01/2018	560.00	560.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	0001287474	Customer ID 186383	09/01/2018	560.00	560.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	0001341079	Customer ID 186383	10/01/2018	560.00	560.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	0001409281	Customer ID 186383	11/01/2018	560.00	560.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	0001457139	Customer ID 186383	12/01/2018	560.00	560.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	0001457142	Customer ID 186383	12/01/2018	410.00	410.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	0001518757	Customer ID 186383	01/01/2019	560.00	560.00	02/13/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
30370	TIMBERLINE DISPOSAL LLC	0001576016	Customer ID 177227	02/01/2019	280.00	280.00	02/28/2019
30370	TIMBERLINE DISPOSAL LLC	2018	Customer ID 186383	01/08/2019	1,360.00	1,360.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	2018	Customer ID 186383	01/08/2019	3,675.20	3,675.20	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	2018	Customer ID 186383	01/08/2019	790.00	790.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	2018	Customer ID 186383	01/08/2019	8,350.00	8,350.00	02/13/2019
30370	TIMBERLINE DISPOSAL LLC	2018	Customer ID 186383	01/08/2019	1,001.96	1,001.96	02/13/2019
Total TIMBERLINE DISPOSAL LLC:					19,787.16	19,787.16	
US CLEANING PROFESSIONALS							
31830	US CLEANING PROFESSIONAL	39689	Customer No. 1351	01/31/2019	464.00	464.00	02/28/2019
Total US CLEANING PROFESSIONALS:					464.00	464.00	
USDA FOREST SERVICE							
31891	USDA FOREST SERVICE	D4091F19	Payer Code: 0003300531	02/05/2019	639.73	639.73	02/14/2019
Total USDA FOREST SERVICE:					639.73	639.73	
UTILITY NOTIFICATION CENTER CO							
31930	UTILITY NOTIFICATION CENTE	219010413	Member ID: 30492	01/31/2019	5.68	5.68	02/14/2019
Total UTILITY NOTIFICATION CENTER CO:					5.68	5.68	
WILLIAM D. LINFIELD PE							
33095	WILLIAM D. LINFIELD PE	16	Engineering Consulting	02/03/2019	165.00	165.00	02/14/2019
33095	WILLIAM D. LINFIELD PE	16	Engineering Consulting	02/03/2019	2,145.00	2,145.00	02/14/2019
33095	WILLIAM D. LINFIELD PE	16	Engineering Consulting	02/03/2019	220.00	220.00	02/14/2019
33095	WILLIAM D. LINFIELD PE	16	Engineering Consulting	02/03/2019	55.00	55.00	02/14/2019
Total WILLIAM D. LINFIELD PE:					2,585.00	2,585.00	
WRIGHT INFORMATION							
33331	WRIGHT INFORMATION	19-05	Town of Frisco	01/24/2019	234.82	234.82	02/28/2019
Total WRIGHT INFORMATION:					234.82	234.82	
XCEL ENERGY							
33380	XCEL ENERGY	625089337	Account 53-8074879-4	02/04/2019	141.17	141.17	02/14/2019
33380	XCEL ENERGY	625154152	Account 53-0012487832-1	02/04/2019	160.61	160.61	02/14/2019
33380	XCEL ENERGY	625161958	Account 53-0012487828-5	02/04/2019	120.70	120.70	02/14/2019
33380	XCEL ENERGY	625199141	Account 53-1235617-3	02/05/2019	169.97	169.97	02/14/2019
33380	XCEL ENERGY	625303641	Account 53-8074879-4	02/05/2019	151.35	151.35	02/14/2019
33380	XCEL ENERGY	625585052	Account 53-0012493736-7	02/06/2019	27.99	27.99	02/22/2019
33380	XCEL ENERGY	625606843	Account 53-1000709-7	02/07/2019	208.56	208.56	02/14/2019
Total XCEL ENERGY:					980.35	980.35	
Grand Totals:					507,643.97	507,643.97	

<u>Vendor</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Net Invoice Amount</u>	<u>Amount Paid</u>	<u>Date Paid</u>
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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 2-28-2019

Transaction Date	Supplier - Name	Tr Line Amount	GL Coding	Transaction - Description
02/12/2019	1000bulbs.Com	\$86.54	10-1125-4207	Light Bulbs
02/07/2019	2cocom\malwarebytes	\$104.99	20-2000-5069	New computer lab IT
02/07/2019	2cocom\malwarebytes	\$34.99	40-4000-4444	New computer lab IT
02/06/2019	Abbev's Coffee	\$36.00	10-1170-4480	Coffee for Up & At'em race
02/22/2019	Adobe Inc.	\$10.28	40-4000-4265	Stock art for lead levels paid ad in Summit Daily News
02/16/2019	Ahec Parking Services	\$6.70	10-1110-4265	Parking for Metro State Job Fair
02/02/2019	Airbnb * Hmktwh4j8d	\$5.75	10-1119-4227	Refund
02/08/2019	Airbnb * Hmktwh4j8d	-\$5.75	10-1119-4227	Refund
02/18/2019	Alpinaire Healthcare	\$15.00	10-1160-4234	O2 Tank Rental and Maintenance
02/15/2019	AlSCO Inc.	\$583.56	10-1160-4401	Rug/Rag Cleaning and Replacement for FAP Day Lodge
02/15/2019	AlSCO Inc.	\$411.46	10-1133-4270	Uniforms
02/05/2019	Amazon.Com*mi18f5oq1	\$50.99	10-1170-4201	Reflective stakes for groomers
02/05/2019	Amazon.Com*mi5ys2o71	\$329.86	20-2000-5069	Shop door addition
02/05/2019	Amazon.Com*mi5ys2o71	\$109.96	40-4000-4444	Shop door addition
02/14/2019	Amazon.Com*mi7mz80h1	\$39.02	10-1132-4207	Wood shop magnets
02/05/2019	American Planning A	\$650.00	10-1119-4210	American Planning Association membership dues
02/02/2019	Amzn Mktp Us	\$27.89	10-1160-4223	Advil for Retail - FAP
02/14/2019	Amzn Mktp Us	\$488.00	20-2000-5069	Security system
02/14/2019	Amzn Mktp Us	\$163.74	40-4000-4444	Security system
02/19/2019	Amzn Mktp Us	\$146.23	10-1133-4205	Shop supplies
02/19/2019	Amzn Mktp Us	\$24.99	10-1130-4233	Breakroom condiment caddies
02/22/2019	Amzn Mktp Us	\$26.99	10-1121-4233	Tablet bag
02/24/2019	Amzn Mktp Us	\$179.99	10-1160-4221	Projector Screen for FAP Day Lodge
01/28/2019	Ankmar/pace Door Servi	\$3,495.00	10-1132-4207	Door replacement
02/22/2019	Ap*itunes.Com/Bill	\$5.09	10-1150-4606	Pandora Subscription
02/15/2019	At&t*bill Payment	\$31.63	10-1110-4203	Personal cell phone stipend
02/11/2019	Aviands@brp US Inc F7353	\$5.85	90-9000-4227	Certification training - meal
02/13/2019	Aviands@brp US Inc F7353	\$9.98	90-9000-4227	Certification training - meal
02/06/2019	Awwa.Org	\$79.00	40-4000-4210	Water License renewal
01/30/2019	Backcountry.Com	\$279.00	10-1140-4850	Uniform Jacket and TOF logo
02/13/2019	Baymont Lake Dillon	\$101.28	10-1121-4276	Community Assistance - PD
02/14/2019	Baymont Lake Dillon	-\$11.28	10-1121-4276	Community Assistance - PD
02/21/2019	Baymont Lake Dillon	\$139.99	10-1121-4276	Community Assistance - PD
02/18/2019	Bestbuycom805610634989	\$88.11	10-1110-4233	Ergonomic computer mouse
02/18/2019	Bestbuycom805610634989	\$23.85	10-1110-4233	Ergonomic computer keyboard
01/28/2019	Blue 360 Media	\$672.75	10-1121-4233	2019 - 2018/2019 Colorado Revised Statute books
02/08/2019	Bobcat Of Rockies Oaklan	\$79.70	10-1160-4205	Toolcat boot kit
02/27/2019	Bocastystems	\$2,047.63	10-1170-4221	20,000 blank nordic tickets
02/06/2019	Bread Salt	\$44.95	10-1140-4227	Kaiser Permanente Sponsorship meeting
02/01/2019	Breckenridge Build	\$136.49	10-1132-4207	Shop shovels
02/22/2019	Breckenridge Build	\$11.98	10-1170-4221	Blue marking paint for race course marking.
02/01/2019	Breckenridge Lasergraphic	\$446.90	10-1110-4233	Envelopes
02/20/2019	Brp US Inc	\$1,966.95	90-9000-4208	Parts for repairs on rental fleet and parts in preparation for this sum
02/06/2019	Butterhorn Bakery And Caf	\$14.75	10-1125-4227	Staff Meeting
02/20/2019	Butterhorn Bakery And Caf	\$300.30	10-1170-4480	Breakfast for Up & at 'Em Race #5
01/31/2019	Carquest 3948	\$297.30	10-1133-4205	Parts for stock
02/11/2019	Carquest 3948	\$228.68	10-1133-4205	Filters for stock
02/12/2019	Carquest 3948	\$31.58	10-1133-4205	Filters
02/14/2019	Carquest 3948	\$18.03	10-1133-4205	Gloves
02/19/2019	Carquest 3948	\$137.01	10-1133-4205	Oil filters
01/29/2019	Cdw Govt #qw5567	\$373.61	10-1110-4704	Computer accessories
02/13/2019	Cdw Govt #rcj2094	\$859.37	10-1110-4704	30 VGA Adapters - computer replacement
02/14/2019	Cdw Govt #rcn1104	\$630.89	20-2000-5069	New computer lab IT
02/14/2019	Cdw Govt #rcn1104	\$210.29	40-4000-4444	New computer lab IT
02/21/2019	Cdw Govt #rfj1480	\$7,294.70	10-1110-4704	Proofpoint annual renewal
02/27/2019	Cdw Govt #rgw6726	\$539.58	10-1110-4704	(8) drives - computer replacement
02/11/2019	Centurylink/Speedpay	\$331.69	10-1110-4203	Long distance
02/12/2019	Centurylink/Speedpay	\$1,691.38	10-1110-4203	Town Hall phone lines
02/12/2019	Centurylink/Speedpay	\$475.52	40-4000-4203	WTP phone lines
02/12/2019	Centurylink/Speedpay	\$237.75	80-8000-4203	VIC phone lines
02/12/2019	Centurylink/Speedpay	\$384.75	90-9000-4203	Marina phone lines
02/12/2019	Centurylink/Speedpay	\$39.91	90-9000-4401	Marina utilities
02/12/2019	Centurylink/Speedpay	\$149.88	10-1110-4226	Website
02/26/2019	Centurylink/Speedpay	\$2,373.55	10-1110-4203	Phone Services - Land Lines
02/08/2019	City-Market #0420	\$84.32	80-8000-4588	Supplies for Frisco Gold Rush
02/02/2019	Cloud Cover Music	\$17.95	80-8000-4233	February Music Service VIC
02/11/2019	Co Motor Parts 0026866	\$17.20	10-1132-4207	Washbay supplies

02/15/2019	Co Motor Parts 0026866	\$37.32	10-1133-4205	Bulbs for Zaug
02/22/2019	Co Motor Parts 0026866	\$1.12	10-1133-4205	Grommet for tail light
02/08/2019	Colorado Analytical	\$51.00	40-4000-4250	Water quality parameter samples
02/08/2019	Colorado Analytical	\$39.00	40-4000-4250	Water quality parameter samples
02/08/2019	Colorado Analytical	\$120.00	40-4000-4250	Water quality parameter tap samples
02/08/2019	Colorado Analytical	\$330.00	40-4000-4250	Lead and copper water samples
02/08/2019	Colorado Analytical	\$90.00	40-4000-4250	Water quality parameter tap samples
02/11/2019	Colorado Analytical	\$568.00	40-4000-4250	Water quality parameter tap samples
02/11/2019	Colorado Analytical	\$426.00	40-4000-4250	Water quality parameter tap samples
02/13/2019	Colorado Analytical	\$568.00	40-4000-4250	Water quality parameter tap samples
02/13/2019	Colorado Analytical	\$64.00	40-4000-4250	Water quality parameter samples
02/13/2019	Colorado Analytical	\$426.00	40-4000-4250	Water quality parameter tap samples
02/15/2019	Colorado Analytical	\$60.00	40-4000-4250	Water quality parameter tap samples
02/15/2019	Colorado Analytical	\$90.00	40-4000-4250	Water quality parameter tap samples
02/15/2019	Colorado Analytical	\$90.00	40-4000-4250	Water quality parameter samples
02/15/2019	Colorado Analytical	\$420.00	40-4000-4250	Water quality parameter tap samples
02/15/2019	Colorado Analytical	\$60.00	40-4000-4250	Lead and copper water samples
02/22/2019	Colorado Analytical	\$270.00	40-4000-4250	Lead and copper water samples
02/14/2019	Colorado Asphalt Service	\$875.00	10-1131-4403	Cold mix for pot holes
01/31/2019	Colorado Convention C	\$12.00	10-1170-4480	Outdoor Retailer Snow Show Convention center parking
02/07/2019	Colorado Ltap	-\$50.00	10-1130-4227	Credit Voucher
02/15/2019	Colorado Mountain Cleaner	\$64.96	10-1121-4270	January uniform cleaning
01/31/2019	Colorado Mtn News Media A	\$4,011.08	10-1118-4265	Digital, Wassail Days and Collection Co-op
01/31/2019	Colorado Mtn News Media A	\$977.76	10-1125-4265	Wassail Night at the Museums ads
01/31/2019	Colorado Mtn News Media A	\$495.00	10-1160-4265	Saturday front page ad Adventure Park
01/31/2019	Colorado Mtn News Media A	\$488.88	10-1170-4265	Up and At Em Nordic race ads
01/31/2019	Colorado Mtn News Media A	\$275.00	10-1115-4265	Gov Backyard Page
02/05/2019	Colorado Mtn News Media A	\$22.22	10-1119-4265	Noticing of 1/17/2019 PC Mtg.
02/12/2019	Colorado Mtn News Media A	\$1,733.32	10-1118-4265	Digital & Spontaneous Combustion ads
02/12/2019	Colorado Mtn News Media A	\$1,225.20	10-1170-4265	Up & At Em Race Series, Snowshoe Dinner & Gold Rush ads
02/12/2019	Colorado Mtn News Media A	\$396.00	10-1160-4265	Saturday front page Adventure Park advertising
02/12/2019	Colorado Mtn News Media A	\$220.00	10-1115-4265	Gov backyard page
02/18/2019	Colorado Mtn News Media A	\$987.00	10-1110-4265	Recruiting ads
02/20/2019	Colorado Mtn News Media A	\$127.46	10-1115-4265	Legal notices
02/13/2019	Colorado Municipal League	\$350.00	10-1115-4227	Conference registration fees
02/18/2019	Columbine Kitchen And Bat	\$363.95	20-2000-5069	Kitchen cabinet
02/13/2019	Comcast Cable Comm	\$755.28	90-9000-4203	Marina cable
02/13/2019	Comcast Cable Comm	\$286.10	80-8000-4203	VIC cable
02/13/2019	Comcast Cable Comm	\$2,107.59	10-1110-4203	All other cable
01/30/2019	Copy Copy - North Summ	\$260.00	10-1130-4250	Photos for Public Works
02/07/2019	Crazy Creek Products-B2b	\$3,075.28	10-1110-4650	Employee Recognition - Gifts for all staff
02/19/2019	Dana Kepner Company/hdq	\$816.90	40-4000-4425	Water meter parts
02/11/2019	Dawna@grandcountyreale	\$69.00	10-1121-4270	Embroidered name uniform patches
01/31/2019	Dazbog 42	\$16.12	10-1150-4227	Conference - meal
01/31/2019	Denver Westword Lic	\$1,750.00	10-1150-4265	Brewski event advertising
02/16/2019	Dia Parking Operations	\$48.00	90-9000-4227	Certification training - airport parking
02/11/2019	Discountmugs.Com	\$596.00	80-8000-4588	Frisco Freeze Mugs
01/30/2019	Dmi* Dell Hlthcr/ptr	\$16,689.40	10-1110-4704	2019 computer replacements
01/30/2019	Dmi* Dell Hlthcr/ptr	\$33,282.24	10-1110-4704	Technical Purchases - Town Computer & Laptop Replacement Sch
01/30/2019	Dmi* Dell Hlthcr/ptr	\$2,639.89	10-1110-4704	Technical Purchases - Town Computer & Laptop Replacement Sch
01/31/2019	Dmi* Dell Hlthcr/ptr	\$3,726.56	10-1110-4704	Technical Purchases - Town Computer & Laptop Replacement Sch
02/17/2019	Dnh*godaddy.Com	\$42.35	10-1118-4655	Domain name renewals FriscoBarbecueChallenge.com; COBBQCH
02/11/2019	Do-Gree Fashions Usa I	\$590.15	80-8000-4418	VIC Hats for Resale
02/22/2019	Doubletree Gmd Jctn Fb	\$22.99	80-8000-4227	Conference Meal - Dinner
02/22/2019	Doubletree Hotel Grand Ju	-\$7.00	80-8000-4227	Mischarge from hotel
02/23/2019	Doubletree Hotel Grand Ju	\$7.00	80-8000-4227	Mischarge from hotel
02/23/2019	Doubletree Hotel Grand Ju	\$14.50	80-8000-4227	Conference Meal - Lunch
02/23/2019	Doubletree Hotel Grand Ju	-\$7.50	10-1125-4227	Refund sales tax
02/23/2019	Doubletree Hotel Grand Ju	\$262.00	80-8000-4227	Conference - lodging
02/07/2019	Dropbox*142ghgw5ls5v	\$9.99	20-2000-5079	Dropbox for Frisco Community Plan
02/11/2019	Dunkin #341519 Q35	\$8.82	90-9000-4227	Certification training - meal
01/31/2019	Dunkin #354320 Q35	\$21.75	10-1110-4229	Donuts for All Staff breakfast
01/30/2019	Elec Suppli	\$177.89	10-1125-4207	Track Lighting
02/22/2019	Enzos	\$24.91	80-8000-4227	Conference - meal
02/28/2019	Facebk Jeyfsjja52	\$240.00	10-1118-4265	Facebook promoted posts for February fireworks and Mardi Gras 4l
02/28/2019	Facebk Jeyfsjja52	\$273.76	10-1170-4265	Facebook promoted posts for Up & At Em Series and Frisco Freeze
02/28/2019	Facebk Jeyfsjja52	\$90.00	10-1160-4265	Facebook promoted posts for Bubble Gum Races
01/31/2019	Facebk Pr4bshsa52	\$254.20	10-1170-4265	Facebook promoted posts for Up & At Em, Snowshoe Dinner and C
01/29/2019	Fastenal Company01	\$112.00	10-1133-4205	Bin for stock
01/31/2019	Fastenal Company01	\$135.11	10-1133-4205	Bin for stock
02/04/2019	Fastenal Company01	\$4.66	10-1133-4205	Nuts/bolts for stock
02/14/2019	Fastenal Company01	\$23.15	10-1133-4205	Batteries for stock
02/19/2019	Fastenal Company01	\$10.92	10-1133-4205	Nut and bolts
02/20/2019	Fastenal Company01	\$29.46	10-1133-4205	Nuts and bolts for stock

02/15/2019	Fbi National Academy Asso	\$100.00	10-1121-4210	National and Rocky Mountain Chapter dues for 2019
02/18/2019	Food Hedz World Cafe	\$200.00	10-1170-4480	Snowshoe Dinner #3
02/22/2019	Food Hedz World Cafe	\$200.00	10-1121-4233	Lunch for Chiefs meeting on 2/22/19
02/18/2019	Forest Service Billpay	\$237.90	80-8000-4588	USFS actual use bill for 2018 events
01/29/2019	Fsi*xcel Energy Pmts	\$2,388.25	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
01/29/2019	Fsi*xcel Energy Pmts	\$1,021.08	10-1131-4401	Electricity - Town Street Lights
01/29/2019	Fsi*xcel Energy Pmts	\$3,029.95	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
01/29/2019	Fsi*xcel Energy Pmts	\$3,029.95	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
01/29/2019	Fsi*xcel Energy Pmts	\$1,417.49	40-4000-4401	Gas/Electricity - Recreation Way Water Well House
01/29/2019	Fsi*xcel Energy Pmts	\$1,036.04	90-9000-4401	Gas/Electricity - Frisco Bay Marina & Lund House
01/29/2019	Fsi*xcel Energy Pmts	\$2,979.52	10-1132-4401	Gas/Electricity - Town Owned Buildings
01/29/2019	Fsi*xcel Energy Pmts	\$376.41	10-1131-4401	Electricity - Town Street Lights
01/29/2019	Fsi*xcel Energy Pmts	\$459.67	10-1132-4401	Gas/Electricity - Town-Owned Buildings/Employee Housing
01/29/2019	Fsi*xcel Energy Pmts	\$850.93	10-1131-4401	Electricity - Town Street Lights
01/29/2019	Fsi*xcel Energy Pmts	\$1,195.38	10-1125-4401	Gas/Electricity - Frisco Historic Park & Museum
01/29/2019	Fsi*xcel Energy Pmts	\$1,215.97	40-4000-4401	Gas/Electricity - Water Treatment Plant & Water Wells
01/29/2019	Fsi*xcel Energy Pmts	\$3,029.95	10-1131-4401	Electricity - Town Street Lights
01/29/2019	Fsi*xcel Energy Pmts	\$767.93	10-1170-4401	Gas/Electricity - Nordic Building
01/29/2019	Fsi*xcel Energy Pmts	\$359.87	80-8000-4401	Gas/Electricity - Old Town Hall/Visitor Info. Center
01/29/2019	Fsi*xcel Energy Pmts	\$1,902.15	10-1132-4401	Gas/Electricity - Town Owned Buildings
01/29/2019	Fsi*xcel Energy Pmts	\$3,029.95	40-4000-4401	Gas/Electricity - Water Treatment Plant & Water Wells
02/23/2019	Fsi*xcel Energy Pmts	\$1,042.53	10-1125-4401	Gas/Electricity - Frisco Historic Park & Museum
02/23/2019	Fsi*xcel Energy Pmts	\$3,029.95	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
02/23/2019	Fsi*xcel Energy Pmts	\$1,390.28	40-4000-4401	Gas/Electricity - Recreation Way Water Well House
02/23/2019	Fsi*xcel Energy Pmts	\$2,627.60	10-1132-4401	Gas/Electricity - Town Owned Buildings
02/23/2019	Fsi*xcel Energy Pmts	\$3,029.95	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
02/23/2019	Fsi*xcel Energy Pmts	\$971.03	90-9000-4401	Gas/Electricity - Frisco Bay Marina & Lund House
02/23/2019	Fsi*xcel Energy Pmts	\$753.06	10-1170-4401	Gas/Electricity - Nordic Building
02/23/2019	Fsi*xcel Energy Pmts	\$344.04	80-8000-4401	Gas/Electricity - Old Town Hall/Visitor Info. Center
02/23/2019	Fsi*xcel Energy Pmts	\$1,932.85	10-1132-4401	Gas/Electricity - Town Owned Buildings
02/23/2019	Fsi*xcel Energy Pmts	\$1,570.96	10-1131-4401	Electricity - Town Street Lights
02/23/2019	Fsi*xcel Energy Pmts	\$3,029.95	40-4000-4401	Gas/Electricity - Water Treatment Plant & Water Wells
02/23/2019	Fsi*xcel Energy Pmts	\$1,051.47	40-4000-4401	Gas/Electricity - Water Treatment Plant & Water Wells
02/23/2019	Fsi*xcel Energy Pmts	\$646.10	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
02/23/2019	Fsi*xcel Energy Pmts	\$3,029.95	10-1131-4401	Electricity - Town Street Lights
02/20/2019	Galls	\$1,340.33	10-1121-4228	Police Academy uniforms
02/09/2019	Gaylord Bros Inc	\$5,865.00	10-1125-4893	3D Display Cases for 1st&Main Exhibit
02/10/2019	Gaylord Bros Inc	\$130.00	10-1125-4893	3D Display Cases for 1st&Main Exhibit
02/13/2019	Gaylord Bros Inc	\$3,410.00	10-1125-4893	3D Display Cases for 1st&Main Exhibit
02/14/2019	Gaylord Bros Inc	\$130.00	10-1125-4893	3D Display Cases for 1st&Main Exhibit
02/07/2019	Geowater Services	\$350.00	40-4000-4250	Bac-T tests
02/15/2019	Government Finance Offic	\$330.00	10-1110-4250	GFOA Budget Review
02/22/2019	Gstc	\$75.00	10-1125-4227	Sustainability Test for Museum
02/22/2019	Gstc	\$75.00	10-1134-4227	Sustainable Tourism exam fee
02/12/2019	Hacienda Real	\$179.25	10-1111-4229	Council Dinner
02/13/2019	Hacienda Real	\$30.95	10-1115-4227	Lunch with Council member
02/07/2019	Himalayan Cuisine Frisco	\$30.85	10-1115-4227	Lunch with Council member
02/07/2019	Hi-Performance Wash Syste	\$145.27	10-1132-4207	Washbay repair
02/18/2019	Holiday Inn Frisco	\$209.27	10-1118-4590	Hosting writer from Snowshoe Magazine
02/08/2019	Hyatt House Broomfield	\$338.00	10-1121-4227	Colorado Chiefs of Police Conference - lodging
02/14/2019	Iacp	\$375.00	10-1121-4227	Conference registration for IACP SACOP
02/05/2019	Identogo - Co Fingerprint	\$49.50	10-1110-4250	Fingerprints
02/14/2019	Idu*insight Public Sec	\$25.85	10-1110-4704	Adobe license
02/15/2019	Idu*insight Public Sec	\$77.54	10-1110-4704	Adobe license
02/01/2019	In *boxed Water Is Better	\$1,200.00	10-1160-4225	Boxed Water Order for FAP Cafe
02/07/2019	In *colorado Runner	\$500.00	10-1150-4265	Feb eblast full summer Run the Rockies Series schedule
02/11/2019	In *lifemed Safety, Inc.	\$198.00	10-1110-4502	AED's
01/28/2019	In *nikki Larochele Desi	\$255.00	80-8000-4588	Update Eat, Ski & Be Merry poster/ad design
01/28/2019	In *nikki Larochele Desi	\$382.50	80-8000-4588	Update Gold Rush poster/ad design
02/27/2019	In *nikki Larochele Desi	\$382.50	10-1140-4876	Design for Town of Frisco Snowshoe for the Cure t-shirt
02/27/2019	In *nikki Larochele Desi	\$170.00	80-8000-4588	Update BrewSki poster/ad design
02/08/2019	In *rocky Mountain Coffee	\$43.75	10-1110-4233	Coffee
02/14/2019	In *rocky Mountain Coffee	\$79.50	10-1170-4225	Retail coffee - nordic center
01/28/2019	In *sanitary Supply Corp.	\$619.06	10-1132-4207	Paper products
01/30/2019	In *sanitary Supply Corp.	\$408.88	10-1132-4207	Paper products
02/05/2019	In *sanitary Supply Corp.	\$206.63	10-1160-4401	Soap for FAP Restrooms
02/14/2019	In *sanitary Supply Corp.	\$921.98	10-1170-4221	Sanitary Supplies
02/19/2019	In *sanitary Supply Corp.	\$533.45	10-1160-4401	Paper Towels and Tissues for FAP Day Lodge
02/19/2019	In *sanitary Supply Corp.	\$141.87	10-1160-4401	Toilet Seat Covers for FAP Bathrooms
02/12/2019	In *squeeze Designz, Llc	\$536.25	10-1118-4265	Mardi Gras 4Paws creative- poster and ads
02/04/2019	In *the Balance Sheet, LI	\$48.80	10-1110-4233	Document destruction
02/04/2019	In *the Balance Sheet, LI	\$26.55	10-1130-4233	Document destruction
02/01/2019	Indeed	\$13.13	10-1121-4210	Open job position postinas
02/01/2019	Indeed	\$433.42	10-1110-4265	Recruiting ads

02/27/2019	Infinity Certified Weldin	\$14.00	90-9000-4201	Steel for operating supplies.
02/01/2019	Innermountain Distributin	\$1,188.76	10-1160-4225	Beverage and Snack Order for FAP Café
02/15/2019	Innermountain Distributin	\$352.43	10-1170-4225	Nordic beverage order
02/15/2019	Innermountain Distributin	\$1,019.02	10-1160-4225	FAP Beverage and Snack Order
02/22/2019	Intl Soc Arboriculture	\$129.90	10-1134-4227	Arboriculture study guide
02/20/2019	K D Flags Llc	\$278.92	80-8000-4589	Frisco Adventure Park flags; Grounds flags
02/20/2019	K D Flags Llc	\$188.58	10-1160-4207	Frisco Adventure Park flags; Grounds flags
02/02/2019	Kodi Rafting Internet	\$648.00	10-1150-4602	Rafting Deposit H2O Week 1
02/02/2019	Kodi Rafting Internet	\$648.00	10-1150-4602	Rafting Deposit H2O Week 2
02/02/2019	Kodi Rafting Internet	\$648.00	10-1150-4602	Rafting Deposit H2O Week 3
02/02/2019	Kodi Rafting Internet	\$972.00	10-1150-4605	Rafting Deposit Fun Club
02/01/2019	Krystal Broadcasting Inc	\$779.00	10-1118-4265	Wassail Days radio ads
01/26/2019	La Quinta Inn & Suites Si	\$306.30	10-1121-4276	Community Assistance - PD (hotels in Frisco sold out)
01/31/2019	Loq Cabin Cafe	\$290.00	10-1110-4229	All Staff Burritos
02/01/2019	Log Cabin Cafe	\$20.44	10-1119-4227	Breakfast Meeting
02/05/2019	Log Cabin Cafe	\$20.50	10-1160-4227	Housing/Project Meeting - TOF/Copper
02/12/2019	Log Cabin Cafe	\$84.82	80-8000-4233	Breakfast for Frisco Lodging Industry Meeting
02/14/2019	Loq Cabin Cafe	\$89.52	10-1110-4229	MMC meeting
01/29/2019	Lowe's #03206	\$30.94	10-1132-4207	Truck supplies; Day Lodge
01/30/2019	Lowe's #03206	\$345.09	10-1132-4207	Shop supplies
01/30/2019	Lowe's #03206	\$38.50	10-1131-4403	Wood for shelves
02/01/2019	Lowe's #03206	\$211.02	10-1132-4207	1st & Main; Truck supplies
02/01/2019	Lowe's #03206	\$49.98	10-1132-4207	Employee housing repairs
02/01/2019	Lowe's #03206	\$88.00	10-1132-4207	Credit Voucher Lowe's
02/01/2019	Lowe's #03206	\$16.91	10-1132-4207	Sink hole
02/12/2019	Lowe's #03206	\$80.88	40-4000-4444	Employee housing blinds
02/12/2019	Lowe's #03206	\$242.64	20-2000-5069	Employee housing blinds
02/12/2019	Lowe's #03206	\$5.39	10-1133-4205	Swivel
02/13/2019	Lowe's #03206	\$67.46	80-8000-4589	Triangle Park ram light
02/14/2019	Lowe's #03206	\$17.97	10-1133-4205	Flashlight
02/14/2019	Lowe's #03206	\$172.85	20-2000-5069	Employee housing
02/16/2019	Lowe's #03206	\$37.08	10-1132-4207	Benches
02/17/2019	Lowe's #03206	\$352.18	10-1125-4893	1st & Main supplies
02/18/2019	Lowe's #03206	\$68.70	10-1125-4893	1st & Main art gallery project
02/19/2019	Lowe's #03206	\$17.92	40-4000-4275	Well #6 plumbing parts
02/20/2019	Lowe's #03206	\$9.11	10-1160-4409	Lumber for lift
02/20/2019	Lowe's #03206	\$78.48	10-1125-4893	1st & Main art gallery
02/21/2019	Lowe's #03206	\$90.88	10-1125-4893	1st & Main art gallery
02/26/2019	Lowe's #03206	\$42.04	10-1132-4207	Shop kitchen
02/26/2019	Lowe's #03206	\$12.54	40-4000-4201	Supplies
02/14/2019	Masabi-Llc Ace-Bustang	\$24.00	10-1121-4276	Community assistance - PD
02/13/2019	McDonalds F5508	\$11.33	90-9000-4227	Certification training - meal
02/22/2019	Miners Claim Restaurant	\$14.89	80-8000-4227	Conference - meal
02/22/2019	Motobreck	\$19.98	10-1170-4205	Snowmobile coolant.
02/12/2019	Municipal Treatment Equi	\$249.60	40-4000-4280	Rebuild kit for Well #6
02/20/2019	Murdochs Ranch & home #31	\$251.08	10-1170-4221	Rivet gun, flagging tape, rivets, reflective trail marking stakes
02/19/2019	Natural Grocers DI 26	\$4.96	80-8000-4588	Supplies for Up & At'em race
02/14/2019	Nicoletti Flater Assoc	\$240.00	10-1121-4250	Trauma Intervention - Police department staff
01/29/2019	Officemax/Depot 6604	\$13.42	80-8000-4588	Supplies for sponsorship proposal
02/25/2019	Pandora	\$5.13	10-1160-4401	PRA-Radio
02/19/2019	Pass Training	\$10.00	10-1133-4205	Class C certification fee
01/31/2019	Paypal	\$95.00	10-1115-4210	ESPIOC Yearly Membership
02/08/2019	Paypal	\$541.51	10-1133-4205	Vehicle tires
02/18/2019	Paypal	\$100.00	90-9000-4265	Marina Advertising - Summit Dance Fund
02/14/2019	Peak One Express	\$162.84	10-1121-4227	Conference - r/t airport shuttle
01/29/2019	Peak Performance Imaging	\$60.00	10-1110-4205	Copier toner
02/21/2019	Peak Performance Imaging	\$1,373.64	10-1110-4205	Copier meter reading
01/29/2019	Peppinos Pizza & Subs	\$120.25	10-1110-4229	Business Advisory lunch
01/29/2019	Peppinos Pizza & Subs	\$276.20	10-1130-4227	Public Works meeting
02/04/2019	Peppinos Pizza & Subs	\$124.15	90-9000-4227	Big dig interviews and meetings lunch
02/08/2019	Peppinos Pizza & Subs	\$183.71	10-1150-4702	Kids' Night Out 2.8
02/14/2019	Peppinos Pizza & Subs	\$86.10	20-2000-5079	Design Charrette Lunch
02/26/2019	Peppinos Pizza & Subs	\$189.45	10-1110-4229	Town Council meeting dinner
02/14/2019	Photoshelter	\$2,249.00	10-1118-4655	Yearly subscription for photo and video storage and sharing
02/24/2019	Pinnacol Assurance	\$1,438.09	10-1110-4502	Worker's compensation insurance premium
01/30/2019	Quill Corporation	\$11.99	10-1130-4233	File folders
02/05/2019	Quill Corporation	\$63.65	10-1130-4233	Computer lab office supplies
02/06/2019	Quill Corporation	\$20.49	10-1130-4233	Computer lab office supplies
02/11/2019	Ramen Sushi Steakhouse	\$96.00	10-1140-4227	Highside Brewing Sponsorship Meeting
02/25/2019	Recyclingbin.Com	\$535.03	10-1170-4221	Recycling bins

01/31/2019	Red Rocks Comm College	\$8,242.15	10-1121-4228	Red Rocks Comm College - Tuition PD
02/07/2019	Rightsignature	\$24.00	90-9000-4210	Online contracts and waivers
02/12/2019	Rio Grande Mexican Resta	\$69.85	10-1119-4227	Lunch for Building Official's quarterly meeting
02/15/2019	Rmwea	\$400.00	40-4000-4227	Leadville Operator School registration fee
02/06/2019	Rocky Mountain Coffee Roa	\$10.36	10-1118-4227	Coffee meeting
02/12/2019	Rocky Mountain Coffee Roa	\$30.00	80-8000-4233	Breakfast for Frisco Lodging Industry Meeting
02/21/2019	Rocky Mountain Coffee Roa	\$9.71	10-1140-4227	Sponsorship Coffee with Outterrange
02/11/2019	Rocky Mountain Educationa	-\$110.00	10-1170-4210	Refund - cancelled training class
01/31/2019	Rocky Mountain Sunscreen	\$61.76	10-1150-4605	Sunscreen
02/10/2019	Rocky Mtn Spring Water	\$43.90	10-1160-4225	PRA-Break room water
02/11/2019	Route 20 Outhouse	\$17.77	90-9000-4227	Certification training - meal
01/31/2019	Rrs	\$2,286.45	10-1160-4480	Bubble Gum Ski Race Bibs
02/01/2019	Safariland, Llc	\$225.00	10-1121-4218	Single strap tactical holster - PD
01/30/2019	Safeway #0836	\$11.37	10-1130-4227	Public Works meeting
01/30/2019	Safeway #0836	\$1.49	10-1130-4233	Kitchen cutlery
01/30/2019	Safeway #0836	\$49.31	10-1110-4650	All staff breakfast
02/05/2019	Safeway #0836	\$36.97	20-2000-5079	Design Charrette Meeting
02/05/2019	Safeway #0836	\$31.37	10-1170-4480	Up and at 'Em Breakfast
02/08/2019	Safeway #0836	\$19.47	10-1160-4225	Supplies for Frisco Gold Rush
02/12/2019	Safeway #0836	\$38.71	10-1130-4227	Open House snacks
02/12/2019	Safeway #0836	\$16.99	80-8000-4233	Breakfast for Frisco Lodging Industry Meeting
02/22/2019	Safeway #0836	\$26.23	10-1121-4233	Chief's meeting on 2/22/19
02/23/2019	Safeway #0836	\$45.70	80-8000-4588	Frisco Freeze Snacks
02/13/2019	Salute Italian Restaurant	\$17.00	90-9000-4227	Certification training - meal
02/26/2019	Sanders True Value Hardw	\$299.95	10-1170-4703	Chainsaw purchase.
02/12/2019	Services	\$9,071.50	10-1118-4265	1/2 page ad in CTO official Colorado visitor guide and digital presen
02/18/2019	Simpliverified Llc	\$1,299.50	10-1110-4250	Background checks
02/22/2019	Ski Country Shell & T	\$104.50	10-1134-4205	Belos tow
02/04/2019	Smartsign	\$110.70	10-1160-4201	"No Sledding On Hill" Signs
01/29/2019	Smith Sport Optics	\$319.40	10-1160-4223	Smith Goggles for Retail
02/04/2019	Smk	\$33.00	10-1110-4250	Survey Monkey services
02/15/2019	Spectrum Mobile Services	\$75.00	10-1110-4203	Cellphone support
02/03/2019	Sprint *wireless	\$957.90	10-1110-4203	Town Hall cellphones
02/03/2019	Sprint *wireless	\$82.34	40-4000-4203	WTP cellphones
02/03/2019	Sprint *wireless	\$347.83	90-9000-4203	Marina cellphones
02/13/2019	Sq *summit County Signs A	\$120.00	10-1140-4811	Wassail Days Trophies
02/05/2019	Stapls7211098143002001	-\$264.99	10-1110-4233	Return of Wrong Ink
01/30/2019	Stapls7212442627000001	\$36.65	10-1110-4233	General Supplies
01/30/2019	Stapls7212442627000001	\$5.92	10-1114-4233	Staples
02/02/2019	Stapls7212442627000002	\$9.49	10-1119-4306	HDMI Cord
02/05/2019	Stapls7212442627000003	\$29.99	10-1115-4224	Clock for Nancy
02/02/2019	Stapls7212444016000001	\$68.97	10-1160-4221	Office Supplies
02/01/2019	Stapls7212625718000001	\$909.54	10-1110-4233	New Plotter Ink
02/01/2019	Stapls7212625718000002	\$606.36	10-1110-4233	New Plotter Ink
02/01/2019	Stapls7212625718000003	\$56.78	10-1110-4233	Supplies
02/05/2019	Stapls7212625718000004	\$303.18	10-1110-4233	Plotter Ink
02/02/2019	Stapls7212675180000001	\$119.10	20-2000-5079	Binders for Combined Meeting
02/02/2019	Stapls7212675180000001	\$78.75	10-1110-4233	Supplies
02/15/2019	Stapls7213199216000002	\$15.79	20-2000-5079	Resource for planning commission
02/09/2019	Stapls7213199216000003	\$32.32	10-1115-4224	Supplies
02/09/2019	Stapls7213199216000003	\$18.49	10-1114-4233	2019 Calendar
02/09/2019	Stapls7213199216000003	\$85.75	10-1110-4233	Supplies
02/09/2019	Stapls7213199216000004	\$23.26	10-1115-4224	Drawer Organizer
02/15/2019	Stapls7213542620000001	\$98.72	10-1121-4233	Office supplies
02/19/2019	Stapls7213628653000001	\$116.69	10-1160-4221	Office Supplies
02/26/2019	Stapls7213628653000002	\$10.79	10-1160-4221	Office Supplies
02/26/2019	Stapls7213628653000003	\$41.49	10-1160-4221	Office Supplies
02/20/2019	Stapls7213738148000001	\$21.98	10-1160-4221	Office supplies
02/20/2019	Stapls7213738148000002	\$29.14	10-1160-4221	Office supplies
02/20/2019	Stapls7213737343000001	\$108.69	10-1115-4224	Office Supplies
02/20/2019	Stapls7213737343000001	\$45.72	10-1110-4233	General Supplies
02/26/2019	Stapls7213737343000002	\$38.59	10-1115-4224	Council Retreat
02/22/2019	Stapls7213940780000001	\$49.99	10-1114-4233	Desk Supplies
02/22/2019	Stapls7213940780000001	\$36.31	10-1115-4224	Desk Supplies
02/23/2019	Stapls7213940780000002	\$13.78	10-1115-4224	Council Retreat
02/23/2019	Stapls7213940780000003	\$11.89	10-1110-4233	Packing Tape
02/22/2019	Stapls7213940780000004	\$41.69	10-1114-4233	Desk Supplies
02/23/2019	Stapls7214013427000001	\$94.99	10-1125-4703	Historic Park Chair
02/23/2019	Stapls7214013427000002	\$9.99	10-1110-4233	Safety Cover
02/12/2019	Sterling Backcheck	\$524.15	10-1110-4250	Background check services
02/21/2019	Sti	\$1,522.84	10-1170-4480	Up & At 'Em series gifts
02/25/2019	Stuart C Irby	\$513.00	10-1131-4403	Street post bulbs
02/21/2019	Sugar Cube	\$6.00	80-8000-4227	Parking - Denver Meeting
02/16/2019	Summit County Builders	\$50.00	10-1119-4210	Builders Meeting

02/06/2019	Summit Paint And Stain	\$12.58	10-1132-4207	Mor-flex for shop
01/29/2019	Sunbelt	\$1,617.90	10-1160-4223	Sunglasses for Retail
02/13/2019	Sunbelt	\$963.00	10-1170-4223	Sunglasses-retail
02/15/2019	Supershuttle Execucarous	\$48.48	10-1121-4227	Conference - r/t airport shuttle
01/31/2019	Sysco Denver	\$1,090.75	10-1160-4225	Sysco F&B Order for FAP Caf�
02/07/2019	Sysco Denver	\$304.00	10-1170-4225	F&B Order for Nordic Center
02/07/2019	Sysco Denver	\$134.04	10-1170-4225	Nordic F& B Items
02/07/2019	Sysco Denver	\$1,042.86	10-1160-4225	F&B Order for FAP Caf�
02/07/2019	Sysco Denver	\$564.64	80-8000-4588	Gold Rush Food Order
02/14/2019	Sysco Denver	\$1,678.47	10-1160-4225	F&B Sysco Order for FAP Day Lodge
02/21/2019	Sysco Denver	\$838.49	10-1160-4225	F&B Order for FAP Caf�
02/21/2019	Sysco Denver	\$122.24	80-8000-4588	Food Order for Frisco Freeze Fat Bike Race
01/28/2019	Terminaldepot.Net	\$35.69	80-8000-4233	Receipt Paper
01/30/2019	The Broadmoor Food&bev	\$13.37	80-8000-4227	Conference - meal
02/02/2019	The Broadmoor Lodging	\$257.67	80-8000-4227	Conference - lodging
02/22/2019	The Institute Of Cultural	\$108.89	10-1115-4224	Retreat Supplies
02/06/2019	The Key People Co	\$775.00	80-8000-4477	Jan. Restroom Cleans
02/06/2019	The Key People Co	\$145.00	80-8000-4477	Feb Office Cleans
02/06/2019	The Key People Co	\$145.00	80-8000-4477	Jan Office Cleans
02/06/2019	The Key People Co	\$48.00	80-8000-4477	Jan Recycling
02/06/2019	The Key People Co	\$48.00	80-8000-4477	Feb Recycling
02/11/2019	The Key People Co	\$1,242.50	10-1132-4207	Cleaning services
02/02/2019	The Key People Company	\$798.40	10-1170-4477	January Restroom Cleaning for Nordic Center
02/02/2019	The Key People Company	\$1,800.00	10-1160-4477	January Day Lodge Cleaning
02/21/2019	The Rocky Mountain Fleet	\$360.00	10-1133-4210	Fleet Pros membership fee
01/28/2019	The Uptown On Main	\$39.25	10-1160-4227	Working Lunch
02/08/2019	The Uptown On Main	\$31.50	10-1115-4227	Lunch meeting
02/16/2019	The Uptown On Main	\$50.00	10-1121-4227	Staff meeting - PD
02/22/2019	The Uptown On Main	\$92.90	10-1140-4227	Sponsorship meeting with Holiday Inn
02/13/2019	The Webstaurant Store	\$370.19	10-1160-4225	Supplies for FAP Caf�
02/08/2019	Timberline Lodge	\$1,925.00	10-1160-4227	Cutter's Camp
02/01/2019	Tio Transunion	\$50.00	10-1121-4210	Monthly data base subscription
02/11/2019	Tmobile Postpaid Web	\$56.00	10-1110-4203	Personal cell phone stipend
02/26/2019	Tos Recreation Center	\$55.00	10-1150-4606	Fun Club Field Trip
02/27/2019	Trans American Rubber	\$1,529.10	10-1160-4411	Inner Tubes - Adventure Park
02/16/2019	Treatment Technology	\$474.30	40-4000-4277	Water treatment chemicals
01/29/2019	Tropical Threads Llc	\$287.50	80-8000-4418	Hats for Resale
02/14/2019	United	\$218.60	10-1121-4227	Conference - travel
02/14/2019	United	\$21.00	10-1121-4227	Conference - travel
02/14/2019	United	\$21.00	10-1121-4227	Conference - travel
01/28/2019	Usps Po 0733840210	\$12.60	10-0060-2060	Mailing Lost and Found Jacket to Guest
02/07/2019	Usps Po 0733840210	\$3.10	10-1121-4202	Postage Delivery for PD
02/11/2019	Usps Po 0733840210	\$32.50	80-8000-4268	Postcard and International Stamps for re-sale
02/13/2019	Usps Po 0733840210	\$5.15	10-1170-4221	USPS-mail drivers license
02/19/2019	Usps Po 0733840210	\$8.00	10-1160-4221	Mailing back a glove to guest
02/01/2019	Varidesk	\$395.00	10-1115-4703	Office Furniture
02/01/2019	Vermont Systems Inc	\$397.84	10-1110-4704	General Gov1 - recreation software support
02/01/2019	Vermont Systems Inc	\$198.92	80-8000-4704	Info Center - recreation software support
02/01/2019	Vermont Systems Inc	\$198.92	90-9000-4704	Marina - recreation software support
02/19/2019	Vimeo.Com	\$5.00	10-1110-4277	"Saving Our Snow" Video for Green Team Lunch and Learn
02/06/2019	Vistaprvistaprint.Com	\$117.49	10-1115-4224	2019 Benefit Magnets
02/11/2019	Volunteer Local	\$200.00	10-1140-4863	Upgrade Fee for BBQ Volunteer Software
02/15/2019	Vzwrlsapoc Visb	\$56.68	40-4000-4203	WTP cellphones
02/15/2019	Vzwrlsapoc Visb	\$759.90	10-1110-4203	All other cellphones
01/30/2019	Vzwrlsmy Vz Vn P	\$52.80	10-1110-4203	Personal cell phone stipend
01/31/2019	Vzwrlsmy Vz Vn P	\$65.00	10-1110-4203	Personal cell phone stipend
02/21/2019	Vzwrlsmy Vz Vn P	\$70.00	10-1110-4203	Personal cell phone stipend
02/12/2019	Vzwrlsmy Vz Vw P	\$65.50	10-1110-4203	Personal cell phone stipend
02/17/2019	Vzwrlsmy Vz Vw P	\$70.00	10-1110-4203	Personal cell phone stipend
02/19/2019	Vzwrlsmy Vz Vw P	\$70.00	10-1110-4203	Personal cell phone stipend
02/24/2019	Vzwrlsmy Vz Vw P	\$35.00	10-1110-4203	Personal cell phone stipend
01/28/2019	Wagner Equip Co Parts	\$149.17	10-1133-4205	CAT care kit
02/12/2019	Wagner Equip Co Parts	\$82.76	10-1133-4205	CAT care kit
02/12/2019	Wagner Equip Co Parts	\$115.28	10-1133-4205	CAT care kit
02/19/2019	Wagner Equip Co Parts	\$115.28	10-1133-4205	CAT care kit
02/19/2019	Wagner Equip Co Parts	\$110.64	10-1133-4205	CAT care kit
02/05/2019	Wagner Rents Silverthorn	\$53.73	10-1133-4205	Dry moly lube
02/08/2019	Wagner Rents Silverthorn	\$45.51	10-1133-4205	Tail light assembly for #15-07
02/11/2019	Wagner Rents Silverthorn	\$92.94	10-1133-4205	Lamp assembly kit
02/14/2019	Wagner Rents Silverthorn	\$154.29	10-1133-4205	Cutting edges
02/20/2019	Wagner Rents Silverthorn	\$1,333.80	10-1133-4205	Plow cutting edges

01/28/2019	Wal-Mart #0986	\$13.09	40-4000-4201	Water Treatment Plant supplies
01/29/2019	Wal-Mart #0986	\$4.32	10-1140-4876	Snowshoe for the Cure Supplies
01/30/2019	Wal-Mart #0986	\$109.20	20-2000-5069	Shop addition
01/30/2019	Wal-Mart #0986	\$36.40	40-4000-4444	Shop addition
01/30/2019	Wal-Mart #0986	\$7.77	10-1130-4227	Public Works meeting; Office hooks
01/30/2019	Wal-Mart #0986	\$26.95	10-1130-4233	Public Works meeting; Office hooks
02/01/2019	Wal-Mart #0986	\$15.04	10-1132-4207	Washbay paint supplies
02/04/2019	Wal-Mart #0986	\$23.64	90-9000-4201	Heat tape to keep gate from freezing at the marina shop
02/06/2019	Wal-Mart #0986	\$20.56	10-1170-4221	Ski boot disinfectant spray, shoe horn, bathroom spray
02/06/2019	Wal-Mart #0986	\$33.39	40-4000-4201	Flash light batteries
02/09/2019	Wal-Mart #0986	\$11.60	80-8000-4588	Supplies for Frisco Gold Rush
02/11/2019	Wal-Mart #0986	\$81.19	10-1132-4207	Miscellaneous shop supplies
02/12/2019	Wal-Mart #0986	\$38.77	10-1111-4229	Council Supplies
02/13/2019	Wal-Mart #0986	\$117.20	10-1160-4205	DEF
02/14/2019	Wal-Mart #0986	\$31.28	10-1110-4265	Job Fair Snacks
02/20/2019	Wal-Mart #0986	\$33.91	10-1131-4403	New track for computer
01/28/2019	Wal-Mart #986	\$42.31	10-1132-4207	Poster frames; Shop vac
01/29/2019	Wal-Mart #986	\$19.32	80-8000-4233	Office Supply
02/01/2019	Wal-Mart #986	\$15.88	40-4000-4201	Water samples cooler
02/01/2019	Wal-Mart #986	\$22.93	10-1133-4205	Brush
02/01/2019	Wal-Mart #986	\$14.01	10-1131-4403	Office supplies
02/04/2019	Wal-Mart #986	\$31.56	10-1132-4207	Shop supplies
02/04/2019	Wal-Mart #986	\$59.99	10-1132-4207	Toaster oven; Chalk
02/06/2019	Wal-Mart #986	\$6.24	10-1121-4218	Propane cylinder for shooting range
02/07/2019	Wal-Mart #986	\$47.10	10-1131-4403	Office and cleaning supplies
02/12/2019	Wal-Mart #986	\$14.97	10-1133-4205	Car wash brush
02/13/2019	Wal-Mart #986	\$32.96	40-4000-4444	Shower rod
02/15/2019	Wal-Mart #986	\$29.32	10-1132-4207	Office supplies
02/18/2019	Wal-Mart #986	\$6.98	10-1130-3222	Kitchen supplies; Soda
02/18/2019	Wal-Mart #986	\$42.50	10-1130-4233	Kitchen supplies; Soda
02/19/2019	Wal-Mart #986	\$38.54	10-1170-4703	Two 25lb. weights for fat bike trail grooming sled
02/20/2019	Wal-Mart #986	\$14.24	10-1125-4933	1st & Main art gallery
02/22/2019	Wal-Mart #986	\$5.84	10-1132-4207	Truck tools
02/23/2019	Wal-Mart #986	\$38.85	10-1160-4409	Shop Supplies
02/26/2019	Wal-Mart #986	\$16.15	10-1130-4233	Kitchen cabinet liners
02/27/2019	Wal-Mart #986	\$159.40	10-1134-4404	Ice melt
02/02/2019	Waste Mgmt Wm Ezpay	\$646.49	10-1160-4401	Trash Removal for FAP Day Lodge
02/02/2019	Waste Mgmt Wm Ezpay	\$166.00	10-1170-4401	Recycling Services for Nordic Center
02/02/2019	Waste Mgmt Wm Ezpay	\$253.60	10-1132-4207	1st & Main trash service
02/05/2019	Waste Mgmt Wm Ezpay	\$148.24	10-1132-4207	Historic Park trash service
02/05/2019	Waste Mgmt Wm Ezpay	\$372.46	10-1132-4207	Town Hall trash service
02/05/2019	Waste Mgmt Wm Ezpay	\$266.28	10-1132-4207	Old Town Hall trash service
01/31/2019	Wav'xceltek Llc	\$368.00	10-1118-4655	Reconfigure and repair connection to Adventure Park and bike park
01/30/2019	Wholefids Fco #10470	\$140.00	10-1110-4650	January all staff breakfast
02/07/2019	Wholefids Fco #10470	\$423.94	10-1119-4306	2/7/2019 PC Mtg. Joint Work Session with TC
02/12/2019	Wholefids Fco #10470	\$20.97	10-1111-4229	Council Supplies
02/13/2019	Wholefids Fco #10470	\$75.98	10-1110-4229	MMC Breakfast Meeting
02/25/2019	Wholefids Fco #10470	\$22.86	80-8000-4266	Snacks for models for Adventure Park tubing photo shoot
01/29/2019	Wholesale Resort Accessor	\$601.42	10-1160-4223	Snow Attire for Retail
02/15/2019	Wholesale Resort Accessor	\$1,160.00	10-1160-4223	Retail apparel
02/18/2019	Wholesale Resort Accessor	-\$11.00	10-1160-4223	Office Retail
02/22/2019	Wieronski Plumbing And He	\$367.00	40-4000-4425	High lead water meter replacement
02/11/2019	Wpy'summit Community Care	\$70.00	10-1115-4227	Summit Community Care Event
		<u>\$267,156.61</u>		



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BONNIE MOINET, FINANCE DIRECTOR
RE: BOND PURCHASE AGREEMENT – MARINA ENTERPRISE REVENUE BONDS, SERIES 2019
DATE: MARCH 26, 2019

Summary: To assure all transactions related to the sale of 2019 Marina Enterprise Revenue Bonds are included in the public record, an executed copy of the Bond Purchase Agreement between the Town and George K. Baum and Company and the Pricing Book are attached to this memo.

Background and Staff Analysis: Following Council approval on January 22, 2019 of Ordinance 19-01 authorizing issuance of Marina Enterprise Revenue Bonds in an amount not to exceed \$6,000,000 to provide funding for capital projects at the Marina, staff proceeded with sale of bonds on 2/6/19. The new issue supply for the week was below average, resulting in substantial demand for the Town's offerings, generating over \$13.7 million of orders (over 2.5X oversubscription) and allowing tighter spreads. The buyer base was ultimately made up of 40 accounts that included a broad cross-section of buyers, including bond funds, separately managed accounts and professional retail. More than 30 purchasers from the local community participated in the sale and ultimately purchased nearly half of the bonds.

The sale closed on 2/26/19 with the following structure:

Par Amount of Bonds	Maturity Date	Coupon	Yield to Maturity
\$535,000	2026	5%	3.97%
\$1,500,000	2036	5%	4.84%
\$3,415,000	2048	5%	5.00%

Average life of the bonds is 19.8 years with an optional redemption date of 12/1/2026.

Bond proceeds of \$5,515,351 were disbursed as follows:

Project fund	\$5,000,000
Reserve fund	\$ 399,000
Cost of issuance	\$ 66,712
Underwriter's discount	\$ 49,638

For more detailed information about this issue, please refer to the Pricing Book included in your Council packet.

Recommendation: Staff recommends Council include this memo and related attachments in the public records of the Town of Frisco.

Financial Impact: There is no financial impact of including this memo and associated documents into the public record. All costs associated with the Marina Master Plan and with issuance of the bonds were budgeted in the 2019 budget.

Reviews and Approvals: This report has been reviewed and approved by:
Nancy Kerry, Town Manager - Approved



Pricing Book

Town of Frisco, Colorado

(acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019

March 4, 2019

Table of Contents



1. Transaction Overview
2. Market Conditions
3. Pricing Results
4. Investor Analysis
5. Preliminary and Final Official Statement Covers
6. Final Cash Flows
7. Distribution List

Section 1:

Transaction Overview

Financing Overview



Par	\$5,450,000
Structure	Term bonds in 2026, 2036, 2048
Interest Payment Dates	June 1 and December 1, starting June 1, 2019
Amortization	Interest only 2019 and 2020, increasing principal by 0.50% annually thereafter
Tax Status	Exempt from federal income taxes and the alternative minimum tax
Optional Redemption	December 1, 2026
Structure	Marina Revenue Pledge Only
Purpose	<p>Net proceeds will be used to :</p> <ul style="list-style-type: none"> ▪ Pay construction costs for the marina expansion ▪ Fund cost of issuance ▪ Fund reserve fund
Senior Manager	George K. Baum & Company
Schedule	<p>Pricing: Wednesday, February 6; 8:30-10:00 AM (MTN)</p> <p>Closing: Tuesday, February 26</p>

Financing Summary



- On February 26, 2019, the Town of Frisco, Colorado acting by and through its Marina Enterprise issued \$5.45 million in Marina Enterprise Revenue Bonds, Series 2019.
- The Series 2019 Revenue Bonds financed approximately \$5.0 million of improvements to the marina.
 - The financing priced at a True Interest Cost of 4.98%.
- As part of the marketing strategy, GKB worked with the Town to market the issue to residents of the community and users of the marina.
- As the issuance was secured only be pledged revenues of the Marina Enterprise, it did not carry a rating and was sold in \$25,000 denominations.
- Demand for the Town's offering was substantial, generating over \$13.7 million of orders (2.5x oversubscription), and allowing GKB to tighten spreads.
- The buyer base was ultimately made up of 40 accounts that included a broad cross-section of buyers, including bond funds, separately managed accounts and professional retail. More than 30 purchasers from the local community participated in the sale and ultimately purchased nearly half of the bonds.

\$5,450,000
Town of Frisco, CO
Marina Enterprise
Revenue Bonds
Series 2019

George K. Baum & Company
INVESTMENT BANKERS SINCE 1914
Senior Manager

NEW ISSUE NON-RATED — BANK QUALIFIED

TOWN OF FRISCO, COLORADO

\$5,520,000*
Marina Enterprise Revenue Bonds, Series 2019 *Subject to change

These bonds may be exempt from federal and Colorado taxes (state tax exemption is valid for in-state residents only). For a Preliminary Official Statement on this new bond issue, please contact: Laura Podrasky, George K. Baum & Company, at (303) 391-5550.
Bonds will be sold in minimum denominations of \$25,000. Marketing will commence week of January 28th, 2019.*
Expected sale of bonds the morning of February 6th, 2019.

This advertisement does not constitute a solicitation to purchase or an offer to sell the bonds.

TOWN OF FRISCO
1400 Wawadita Street, Suite 800 • Denver, CO 80202

George K. Baum & Company
INVESTMENT BANKERS SINCE 1914

Section 2:

Market Conditions

2009 1/15/09

2009 3/15/09

2009 5/15/09

2009 7/15/09

2009 9/15/09

2009 11/15/09



2009 1/15/10

2009 3/15/10

2009 5/15/10

2009 7/15/10

2009 9/15/10

2009 11/15/10

Pricing Results



- Investors placed \$13.755 million orders for the Bonds, resulting in an oversubscription of 2.52x excluding stock orders.

Bond Pricing Scale								
Maturity	Coupon	Par (\$000)	Total Orders (\$000) (Excludes Stock)	Maturity Subscription ¹	Interpolated MMD (2/6/2018)	Credit Spread	Yield to Worst	Yield to Maturity
2026	5.000%	535	1755	3.28x	1.94%	203 bps	3.97%	3.97%
2036	5.000%	1,500	3,975	2.65x	2.70%	200 bps	4.70%	4.84%
2048	5.000%	3,415	8,025	2.35x	3.02%	198 bps	5.00%	5.00%
Totals:		5,450	13,755	2.52x				



Preliminary Scales

TOWN OF FRISCO MARINA ENTERPRISE REVENUE BONDS

Maturity	Pre-Marketing Scale			Preliminary Pricing Scale			Verbal Award Scale							
	INT MMD 2/5/2019	Coupon 5.000	Yield 4.00	Spread ¹ +205	INT MMD 2/5/2019	Coupon 5.000	Yield 4.00	Spread ¹ +205	INT MMD 2/5/2019	Coupon 5.000	Yield 3.97	Spread ¹ +202		
2026	1.95	5.000	4.00	+205	1.95	5.000	4.00	+205	-	1.95	5.000	3.97	+202	-3
2036	2.72	5.000	4.72	+200	2.72	5.000	4.72	+200	-	2.72	5.000	4.70	+198	-2
2048	3.04	5.000	5.00	+196	3.04	5.000	5.00	+196	-	3.04	5.000	5.00	+196	-

(1) For illustrative purposes credit spreads are based on interpolated MMD as of close on August 7.

Section 3:

Pricing Results

SECURITY GROUP, INC.

15% JUNE 2008 - 15% JUNE 2009

SECURITY GROUP, INC. (NYSE:SGP) - 15% JUNE 2008 - 15% JUNE 2009

• SECURITY GROUP, INC. (NYSE:SGP) - 15% JUNE 2008 - 15% JUNE 2009

15%

15% JUNE 2008 - 15% JUNE 2009

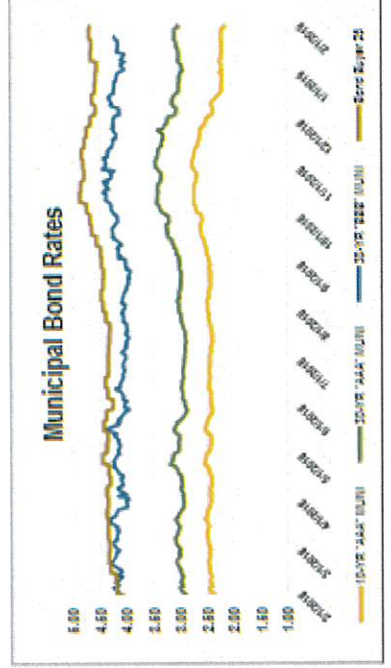
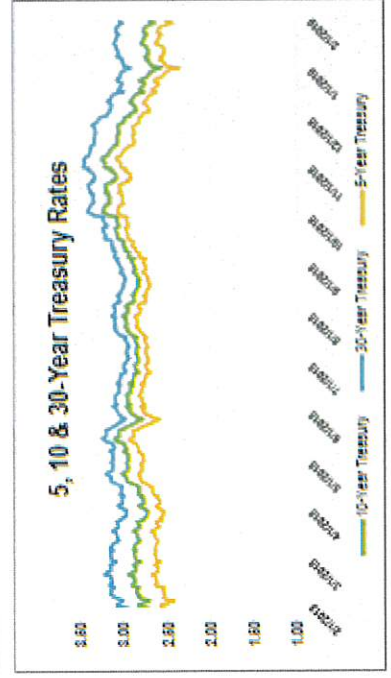
• SECURITY GROUP, INC. (NYSE:SGP) - 15% JUNE 2008 - 15% JUNE 2009

Headlines: Week of February 4



- Cash continues to flow into the municipal market at a strong rate. For the week ended 1/30, investors added just over \$1 billion bringing the total for January to nearly \$4.5 billion.
- Following the FOMC's decision to keep rates unchanged, the markets responded favorably to the Committee's more dovish tone and expressed willingness to adjust its rate increases and/or balance sheet roll-off if the economy warrants a more accommodative policy.
- The new issue supply for the week was below average at just \$4.5 billion. The supply for this calendar year has averaged \$6.2 billion

Rate	February 1, 2019	1-Week Change
10-Year "AAA" BVAL	2.179%	-6.4 BPS
30-Year "AAA" BVAL	3.107%	-6.3 BPS
30-Year "BBB" BVAL	4.123%	-9.9 BPS
30-Year "A1" B.B. Rew.	4.69%	-1.0 BP
5-Year Treasury	2.504%	-9.6 BPS
10-Year Treasury	2.685%	-7.4 BPS
30-Year Treasury	3.067%	-4.1 BPS



Key Statistics



Sources and Uses	
<i>Sources of Funds</i>	
Par Amount	\$5,450,000
Premium	\$65,351
Total Sources	\$5,515,351
<i>Uses of Funds</i>	
Project Fund	\$5,000,000
Cost of Issuance	\$66,712
Reserve Fund	\$399,000
Underwriter's Discount	\$49,638
Total Uses	\$5,515,351
Bond Statistics	
Total Debt Service	\$10,885,909
Maximum Annual Debt Service	\$397,000
Average Annual Debt Service	\$368,198
Arbitrage Yield	4.893%
True Interest Cost (TIC)	4.977%
Average Life (years)	19.8



Section 4: Investor Analysis

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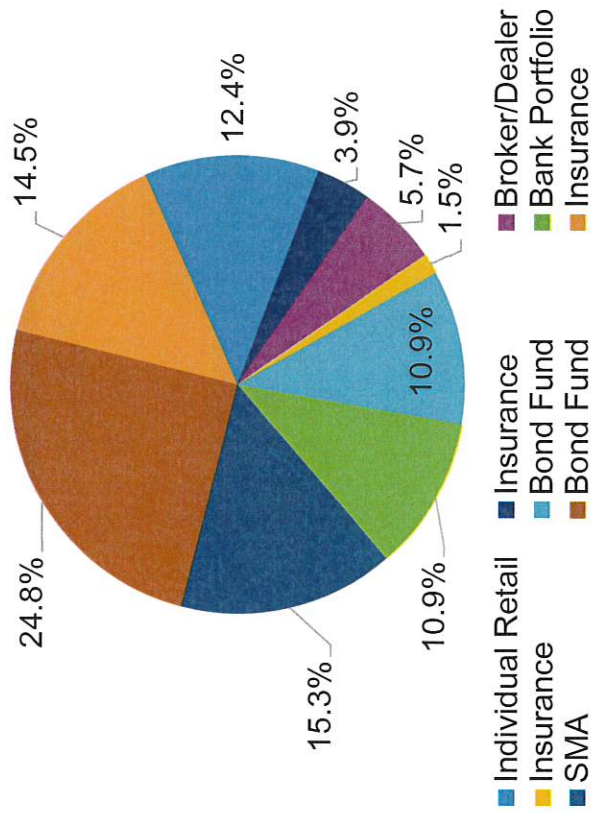
Summary of Orders & Allotments



- The Town's Series 2019 Bonds were 2.5x oversubscribed in aggregate.

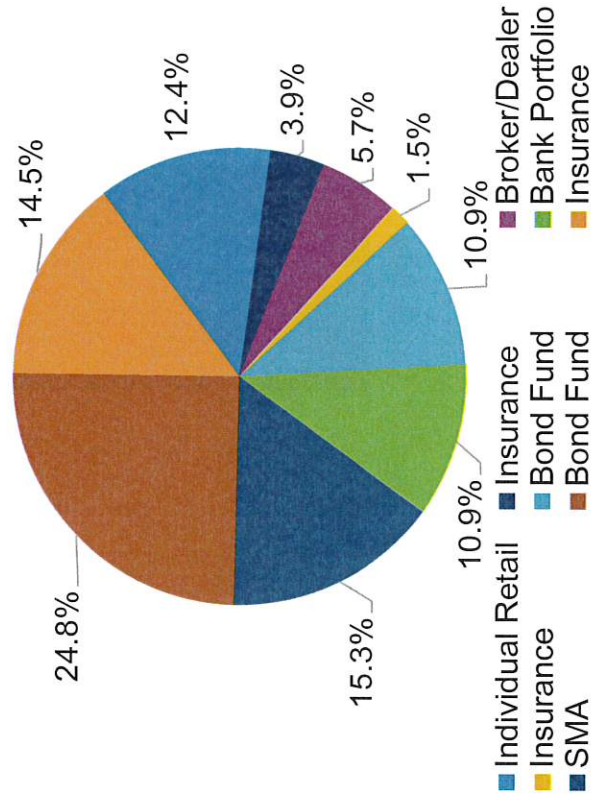
Orders by Investor Type

Total Orders: \$13,755,000



Allotments by Investor Type

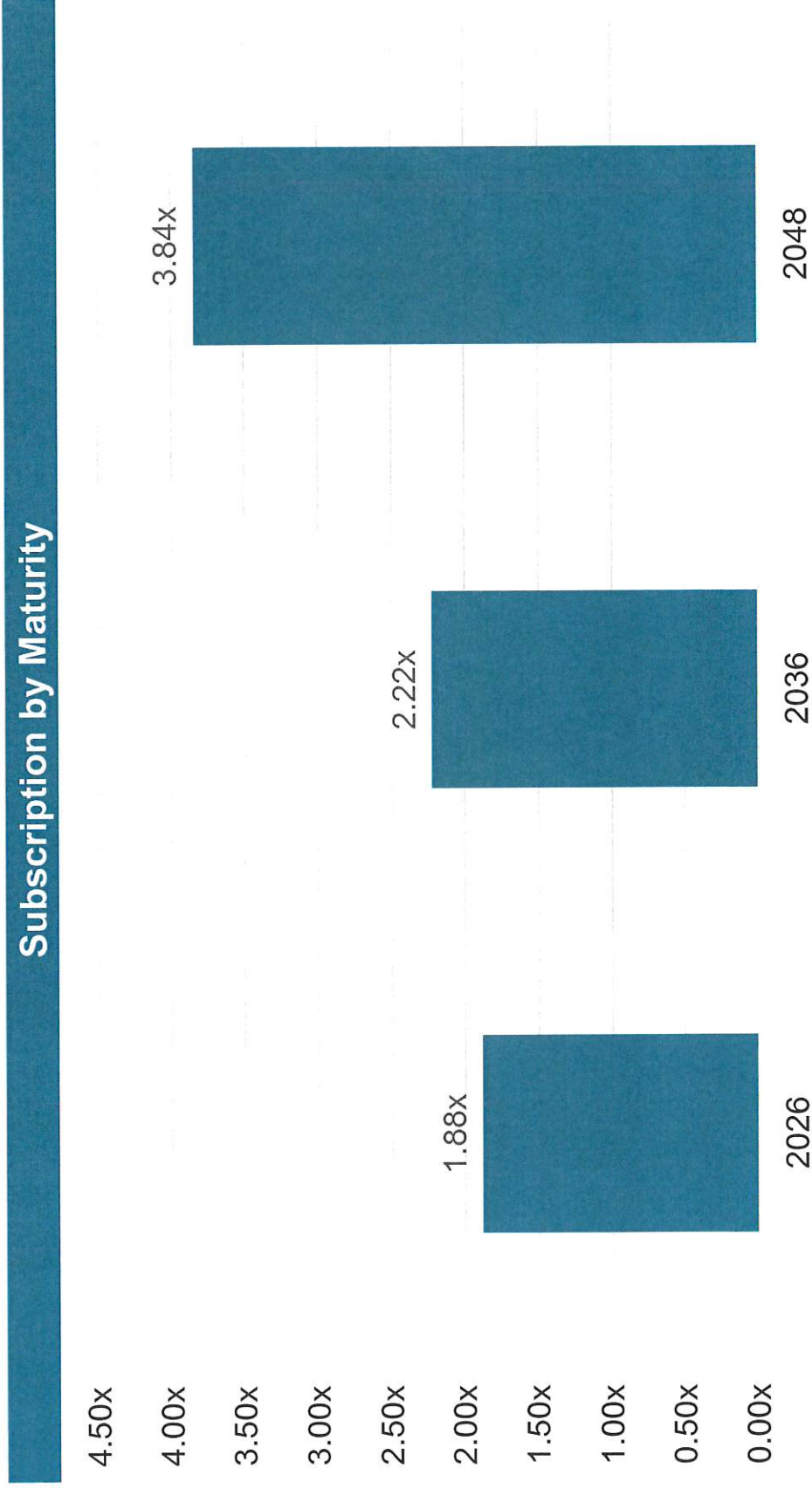
Total Allotments: \$5,450,000



Investor Interest by Maturity – Subscription



- Investors placed \$13.755 million orders for the Bonds, resulting in an oversubscription of 2.5x.



Section 5: Preliminary and Final Official Statement Covers

NEW ISSUE – BOOK-ENTRY ONLY
BANK QUALIFIED

NOT RATED

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2019 Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. The Town has designated the Series 2019 Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein.

\$5,520,000*
Town of Frisco, Colorado
acting by and through its
Marina Enterprise
Marina Enterprise Revenue Bonds
Series 2019

Dated: Date of Delivery

Due: December 1, as shown below

The Series 2019 Bonds are issued as fully registered bonds in book-entry form only in denominations of \$25,000 or integral multiples of \$1,000 in excess thereof. The Series 2019 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), securities depository for the Series 2019 Bonds. Individual purchases will be made in book-entry-only form in authorized denominations. Purchasers, as Beneficial Owners, will not receive certificates evidencing their interest in the Series 2019 Bonds. Interest on the Series 2019 Bonds is payable June 1, 2019 and semiannually thereafter each December 1 and June 1 until maturity.

Maturity Schedule:

\$5,520,000* % Term Bonds due December 1, 2048, Price: % CUSIP: 1©

The Series 2019 Bonds are issued in the name of the Marina Enterprise of the Town (the “Enterprise”) for the purposes of (i) financing the construction of improvements to the Town’s Frisco Bay Marina serving Dillon Reservoir, as described herein, (ii) funding the Debt Service Reserve Account (as defined herein) and (iii) paying the costs of issuance of the Series 2019 Bonds.

The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Enterprise, payable solely from and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived from the operation of the System (as defined herein), after payment of all necessary and proper costs of efficient operation and maintenance thereof. See “THE SERIES 2019 BONDS—Security and Flow of Funds.” The Series 2019 Bonds are not general obligations of the Town and are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation.

The Series 2019 Bonds are subject to redemption prior to maturity as described herein.

The Series 2019 Bonds do not have a credit rating from any source and are not suitable investments for all investors. Each prospective purchaser is responsible for assessing the merits and risks of an investment in the Series 2019 Bonds and must be able to bear the economic risk of such investment in the Series 2019 Bonds.

This cover page is not a summary of the issue. Investors should read the Official Statement in its entirety to make an informed investment decision.

The Series 2019 Bonds are offered when, as, and if issued by the Town and accepted by the Underwriter named below, subject to prior sale, the approval of validity by Kutak Rock LLP, Denver, Colorado, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Town by Murray Dahl Beery Renaud LLP, Denver, Colorado, as Town Attorney. Delivery of the Series 2019 Bonds through DTC in New York, New York, is expected on or about February , 2019.

George K. Baum & Company

The date of this Official Statement is February , 2019.

¹ The Town takes no responsibility for the accuracy of the CUSIP number, which is included solely for the convenience of owners of the Bonds.

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* Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Bond Counsel is also of the opinion that, under existing State of Colorado statutes, to the extent interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, such interest is excludable from gross income for Colorado income tax purposes and from the calculation of Colorado alternative minimum taxable income. The Town has designated the Series 2019 Bonds as “qualified tax-exempt obligations” under Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. For a more detailed description of such opinions of Bond Counsel, see “TAX MATTERS” herein.

\$5,450,000
Town of Frisco, Colorado
acting by and through its
Marina Enterprise
Marina Enterprise Revenue Bonds
Series 2019

Dated: Date of Delivery

Due: December 1, as shown below

The Series 2019 Bonds are issued as fully registered bonds in book-entry form only in denominations of \$25,000 or integral multiples of \$1,000 in excess thereof. The Series 2019 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), securities depository for the Series 2019 Bonds. Individual purchases will be made in book-entry-only form in authorized denominations. Purchasers, as Beneficial Owners, will not receive certificates evidencing their interest in the Series 2019 Bonds. Interest on the Series 2019 Bonds is payable June 1, 2019 and semiannually thereafter each December 1 and June 1 until maturity.

Maturity Schedule:

\$ 535,000 5.000% Term Bonds due December 1, 2026, Price: 106.818% CUSIP: 35876M AB4 ^{1,Ⓢ}

\$1,500,000 5.000% Term Bonds due December 1, 2036, Price: 101.925% ² CUSIP: 35876M AC2 ^{1,Ⓢ}

\$3,415,000 5.000% Term Bonds due December 1, 2048, Price: 100.00% ² CUSIP: 35876M AA6 ^{1,Ⓢ}

The Series 2019 Bonds are issued in the name of the Marina Enterprise of the Town (the “Enterprise”) for the purposes of (i) financing the construction of improvements to the Town’s Frisco Bay Marina serving Dillon Reservoir, as described herein, (ii) funding the Debt Service Reserve Account (as defined herein) and (iii) paying the costs of issuance of the Series 2019 Bonds.

The Series 2019 Bonds are special and limited obligations of the Town, acting by and through the Enterprise, payable solely from and secured by an irrevocable pledge of and first lien (but not necessarily an exclusive first lien) upon the net income and revenue to be derived from the operation of the System (as defined herein), after payment of all necessary and proper costs of efficient operation and maintenance thereof. See “THE SERIES 2019 BONDS—Security and Flow of Funds.” The Series 2019 Bonds are not general obligations of the Town and are not payable in whole or in part from the proceeds of general property taxes or any other form of taxation.

The Series 2019 Bonds are subject to redemption prior to maturity as described herein.

The Series 2019 Bonds do not have a credit rating from any source and are not suitable investments for all investors. Each prospective purchaser is responsible for assessing the merits and risks of an investment in the Series 2019 Bonds and must be able to bear the economic risk of such investment in the Series 2019 Bonds.

This cover page is not a summary of the issue. Investors should read the Official Statement in its entirety to make an informed investment decision.

The Series 2019 Bonds are offered when, as, and if issued by the Town and accepted by the Underwriter named below, subject to prior sale, the approval of validity by Kutak Rock LLP, Denver, Colorado, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Town by Murray Dahl Beery Renaud LLP, Denver, Colorado, as Town Attorney. Delivery of the Series 2019 Bonds through DTC in New York, New York, is expected on or about February 26, 2019.

George K. Baum & Company
The date of this Official Statement is February 6, 2019.

¹ The Town takes no responsibility for the accuracy of the CUSIP number, which is included solely for the convenience of owners of the Series 2019 Bonds.

² Priced to yield to the earliest date on which the Series 2019 Bonds may be optionally redeemed at par of December 1, 2026.

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Section 9: Final Numbers

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Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

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SOURCES AND USES OF FUNDS

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

Sources:

Bond Proceeds:	
Par Amount	5,450,000.00
Premium	65,351.30
	<hr/>
	5,515,351.30

Uses:

Project Fund Deposits:	
Project Fund	5,000,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	399,000.00
Delivery Date Expenses:	
Cost of Issuance	65,052.82
Underwriter's Discount	49,638.16
	<hr/>
	114,690.98
Other Uses of Funds:	
Additional Proceeds	1,660.32
	<hr/>
	5,515,351.30

BOND SUMMARY STATISTICS

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
 Marina Enterprise Revenue Bonds, Series 2019
 FINAL NUMBERS

Dated Date	02/26/2019
Delivery Date	02/26/2019
Last Maturity	12/01/2048
Arbitrage Yield	4.892993%
True Interest Cost (TIC)	4.976590%
Net Interest Cost (NIC)	4.985547%
All-In TIC	5.076811%
Average Coupon	5.000000%
Average Life (years)	19.948
Duration of Issue (years)	12.280
Par Amount	5,450,000.00
Bond Proceeds	5,515,351.30
Total Interest	5,435,909.72
Net Interest	5,420,196.58
Total Debt Service	10,885,909.72
Maximum Annual Debt Service	399,000.00
Average Annual Debt Service	365,742.18
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	9.107919
Total Underwriter's Discount	9.107919
Bid Price	100.288314

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond 2026	535,000.00	106.818	5.000%	5.465	369.15
Term Bond 2036	1,500,000.00	101.925	5.000%	13.774	975.00
Term Bond 2048	3,415,000.00	100.000	5.000%	24.929	5,259.10
	5,450,000.00			19.948	6,603.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,450,000.00	5,450,000.00	5,450,000.00
+ Accrued Interest			
+ Premium (Discount)	65,351.30	65,351.30	65,351.30
- Underwriter's Discount	-49,638.16	-49,638.16	
- Cost of Issuance Expense		-65,052.82	
- Other Amounts			
Target Value	5,465,713.14	5,400,660.32	5,515,351.30
Target Date	02/26/2019	02/26/2019	02/26/2019
Yield	4.976590%	5.076811%	4.892993%

BOND PRICING

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
 Marina Enterprise Revenue Bonds, Series 2019
 FINAL NUMBERS

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Term Bond 2026:								
	12/01/2021	75,000	5.000%	3.970%	106.818			
	12/01/2022	80,000	5.000%	3.970%	106.818			
	12/01/2023	85,000	5.000%	3.970%	106.818			
	12/01/2024	90,000	5.000%	3.970%	106.818			
	12/01/2025	100,000	5.000%	3.970%	106.818			
	12/01/2026	105,000	5.000%	3.970%	106.818			
		<u>535,000</u>						
Term Bond 2036:								
	12/01/2027	110,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2028	120,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2029	125,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2030	135,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2031	145,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2032	155,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2033	160,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2034	170,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2035	185,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2036	195,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
		<u>1,500,000</u>						
Term Bond 2048:								
	12/01/2037	205,000	5.000%	5.000%	100.000			
	12/01/2038	215,000	5.000%	5.000%	100.000			
	12/01/2039	230,000	5.000%	5.000%	100.000			
	12/01/2040	245,000	5.000%	5.000%	100.000			
	12/01/2041	255,000	5.000%	5.000%	100.000			
	12/01/2042	270,000	5.000%	5.000%	100.000			
	12/01/2043	290,000	5.000%	5.000%	100.000			
	12/01/2044	305,000	5.000%	5.000%	100.000			
	12/01/2045	320,000	5.000%	5.000%	100.000			
	12/01/2046	340,000	5.000%	5.000%	100.000			
	12/01/2047	360,000	5.000%	5.000%	100.000			
	12/01/2048	380,000	5.000%	5.000%	100.000			
		<u>3,415,000</u>						
		5,450,000						

Dated Date	02/26/2019	
Delivery Date	02/26/2019	
First Coupon	06/01/2019	
Par Amount	5,450,000.00	
Premium	65,351.30	
Production	5,515,351.30	101.199106%
Underwriter's Discount	-49,638.16	-0.910792%
Purchase Price	5,465,713.14	100.288314%
Accrued Interest		
Net Proceeds	5,465,713.14	

BOND DEBT SERVICE

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
 Marina Enterprise Revenue Bonds, Series 2019
 FINAL NUMBERS

Dated Date 02/26/2019
 Delivery Date 02/26/2019

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2019			208,159.72	208,159.72
12/01/2020			272,500.00	272,500.00
12/01/2021	75,000	5.000%	272,500.00	347,500.00
12/01/2022	80,000	5.000%	268,750.00	348,750.00
12/01/2023	85,000	5.000%	264,750.00	349,750.00
12/01/2024	90,000	5.000%	260,500.00	350,500.00
12/01/2025	100,000	5.000%	256,000.00	356,000.00
12/01/2026	105,000	5.000%	251,000.00	356,000.00
12/01/2027	110,000	5.000%	245,750.00	355,750.00
12/01/2028	120,000	5.000%	240,250.00	360,250.00
12/01/2029	125,000	5.000%	234,250.00	359,250.00
12/01/2030	135,000	5.000%	228,000.00	363,000.00
12/01/2031	145,000	5.000%	221,250.00	366,250.00
12/01/2032	155,000	5.000%	214,000.00	369,000.00
12/01/2033	160,000	5.000%	206,250.00	366,250.00
12/01/2034	170,000	5.000%	198,250.00	368,250.00
12/01/2035	185,000	5.000%	189,750.00	374,750.00
12/01/2036	195,000	5.000%	180,500.00	375,500.00
12/01/2037	205,000	5.000%	170,750.00	375,750.00
12/01/2038	215,000	5.000%	160,500.00	375,500.00
12/01/2039	230,000	5.000%	149,750.00	379,750.00
12/01/2040	245,000	5.000%	138,250.00	383,250.00
12/01/2041	255,000	5.000%	126,000.00	381,000.00
12/01/2042	270,000	5.000%	113,250.00	383,250.00
12/01/2043	290,000	5.000%	99,750.00	389,750.00
12/01/2044	305,000	5.000%	85,250.00	390,250.00
12/01/2045	320,000	5.000%	70,000.00	390,000.00
12/01/2046	340,000	5.000%	54,000.00	394,000.00
12/01/2047	360,000	5.000%	37,000.00	397,000.00
12/01/2048	380,000	5.000%	19,000.00	399,000.00
	5,450,000		5,435,909.72	10,885,909.72

BOND DEBT SERVICE

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
 Marina Enterprise Revenue Bonds, Series 2019
 FINAL NUMBERS

Dated Date 02/26/2019
 Delivery Date 02/26/2019

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2019			71,909.72	71,909.72	
12/01/2019			136,250.00	136,250.00	208,159.72
06/01/2020			136,250.00	136,250.00	
12/01/2020			136,250.00	136,250.00	272,500.00
06/01/2021			136,250.00	136,250.00	
12/01/2021	75,000	5.000%	136,250.00	211,250.00	347,500.00
06/01/2022			134,375.00	134,375.00	
12/01/2022	80,000	5.000%	134,375.00	214,375.00	348,750.00
06/01/2023			132,375.00	132,375.00	
12/01/2023	85,000	5.000%	132,375.00	217,375.00	349,750.00
06/01/2024			130,250.00	130,250.00	
12/01/2024	90,000	5.000%	130,250.00	220,250.00	350,500.00
06/01/2025			128,000.00	128,000.00	
12/01/2025	100,000	5.000%	128,000.00	228,000.00	356,000.00
06/01/2026			125,500.00	125,500.00	
12/01/2026	105,000	5.000%	125,500.00	230,500.00	356,000.00
06/01/2027			122,875.00	122,875.00	
12/01/2027	110,000	5.000%	122,875.00	232,875.00	355,750.00
06/01/2028			120,125.00	120,125.00	
12/01/2028	120,000	5.000%	120,125.00	240,125.00	360,250.00
06/01/2029			117,125.00	117,125.00	
12/01/2029	125,000	5.000%	117,125.00	242,125.00	359,250.00
06/01/2030			114,000.00	114,000.00	
12/01/2030	135,000	5.000%	114,000.00	249,000.00	363,000.00
06/01/2031			110,625.00	110,625.00	
12/01/2031	145,000	5.000%	110,625.00	255,625.00	366,250.00
06/01/2032			107,000.00	107,000.00	
12/01/2032	155,000	5.000%	107,000.00	262,000.00	369,000.00
06/01/2033			103,125.00	103,125.00	
12/01/2033	160,000	5.000%	103,125.00	263,125.00	366,250.00
06/01/2034			99,125.00	99,125.00	
12/01/2034	170,000	5.000%	99,125.00	269,125.00	368,250.00
06/01/2035			94,875.00	94,875.00	
12/01/2035	185,000	5.000%	94,875.00	279,875.00	374,750.00
06/01/2036			90,250.00	90,250.00	
12/01/2036	195,000	5.000%	90,250.00	285,250.00	375,500.00
06/01/2037			85,375.00	85,375.00	
12/01/2037	205,000	5.000%	85,375.00	290,375.00	375,750.00
06/01/2038			80,250.00	80,250.00	
12/01/2038	215,000	5.000%	80,250.00	295,250.00	375,500.00
06/01/2039			74,875.00	74,875.00	
12/01/2039	230,000	5.000%	74,875.00	304,875.00	379,750.00
06/01/2040			69,125.00	69,125.00	
12/01/2040	245,000	5.000%	69,125.00	314,125.00	383,250.00
06/01/2041			63,000.00	63,000.00	
12/01/2041	255,000	5.000%	63,000.00	318,000.00	381,000.00
06/01/2042			56,625.00	56,625.00	
12/01/2042	270,000	5.000%	56,625.00	326,625.00	383,250.00
06/01/2043			49,875.00	49,875.00	
12/01/2043	290,000	5.000%	49,875.00	339,875.00	389,750.00
06/01/2044			42,625.00	42,625.00	
12/01/2044	305,000	5.000%	42,625.00	347,625.00	390,250.00
06/01/2045			35,000.00	35,000.00	

BOND DEBT SERVICE

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2045	320,000	5.000%	35,000.00	355,000.00	390,000.00
06/01/2046			27,000.00	27,000.00	
12/01/2046	340,000	5.000%	27,000.00	367,000.00	394,000.00
06/01/2047			18,500.00	18,500.00	
12/01/2047	360,000	5.000%	18,500.00	378,500.00	397,000.00
06/01/2048			9,500.00	9,500.00	
12/01/2048	380,000	5.000%	9,500.00	389,500.00	399,000.00
	5,450,000		5,435,909.72	10,885,909.72	10,885,909.72

BOND SOLUTION

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
 Marina Enterprise Revenue Bonds, Series 2019
 FINAL NUMBERS

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2019		208,160	208,160	641,725	433,565	308.28474%
12/01/2020		272,500	272,500	644,933	372,433	236.67276%
12/01/2021	75,000	347,500	347,500	648,158	300,658	186.52027%
12/01/2022	80,000	348,750	348,750	651,399	302,649	186.78100%
12/01/2023	85,000	349,750	349,750	654,656	304,906	187.17819%
12/01/2024	90,000	350,500	350,500	657,929	307,429	187.71156%
12/01/2025	100,000	356,000	356,000	661,219	305,219	185.73558%
12/01/2026	105,000	356,000	356,000	664,525	308,525	186.66426%
12/01/2027	110,000	355,750	355,750	667,847	312,097	187.72941%
12/01/2028	120,000	360,250	360,250	671,187	310,937	186.31134%
12/01/2029	125,000	359,250	359,250	674,543	315,293	187.76410%
12/01/2030	135,000	363,000	363,000	677,915	314,915	186.75351%
12/01/2031	145,000	366,250	366,250	681,305	315,055	186.02180%
12/01/2032	155,000	369,000	369,000	684,711	315,711	185.55863%
12/01/2033	160,000	366,250	366,250	688,135	321,885	187.88666%
12/01/2034	170,000	368,250	368,250	691,576	323,326	187.80056%
12/01/2035	185,000	374,750	374,750	695,033	320,283	185.46590%
12/01/2036	195,000	375,500	375,500	698,509	323,009	186.02094%
12/01/2037	205,000	375,750	375,750	702,001	326,251	186.82666%
12/01/2038	215,000	375,500	375,500	705,511	330,011	187.88580%
12/01/2039	230,000	379,750	379,750	709,039	329,289	186.71198%
12/01/2040	245,000	383,250	383,250	712,584	329,334	185.93188%
12/01/2041	255,000	381,000	381,000	716,147	335,147	187.96505%
12/01/2042	270,000	383,250	383,250	719,728	336,478	187.79585%
12/01/2043	290,000	389,750	389,750	723,326	333,576	185.58723%
12/01/2044	305,000	390,250	390,250	726,943	336,693	186.27619%
12/01/2045	320,000	390,000	390,000	730,578	340,578	187.32758%
12/01/2046	340,000	394,000	394,000	734,230	340,230	186.35291%
12/01/2047	360,000	397,000	397,000	737,902	340,902	185.86942%
12/01/2048	380,000	399,000	399,000	741,591	342,591	185.86243%
	5,450,000	10,885,910	10,885,910	20,714,883	9,828,973	

FORM 8038 STATISTICS

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
 Marina Enterprise Revenue Bonds, Series 2019
 FINAL NUMBERS

Dated Date 02/26/2019
 Delivery Date 02/26/2019

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond 2026:						
	12/01/2021	75,000.00	5.000%	106.818	80,113.50	75,000.00
	12/01/2022	80,000.00	5.000%	106.818	85,454.40	80,000.00
	12/01/2023	85,000.00	5.000%	106.818	90,795.30	85,000.00
	12/01/2024	90,000.00	5.000%	106.818	96,136.20	90,000.00
	12/01/2025	100,000.00	5.000%	106.818	106,818.00	100,000.00
	12/01/2026	105,000.00	5.000%	106.818	112,158.90	105,000.00
Term Bond 2036:						
	12/01/2027	110,000.00	5.000%	101.925	112,117.50	110,000.00
	12/01/2028	120,000.00	5.000%	101.925	122,310.00	120,000.00
	12/01/2029	125,000.00	5.000%	101.925	127,406.25	125,000.00
	12/01/2030	135,000.00	5.000%	101.925	137,598.75	135,000.00
	12/01/2031	145,000.00	5.000%	101.925	147,791.25	145,000.00
	12/01/2032	155,000.00	5.000%	101.925	157,983.75	155,000.00
	12/01/2033	160,000.00	5.000%	101.925	163,080.00	160,000.00
	12/01/2034	170,000.00	5.000%	101.925	173,272.50	170,000.00
	12/01/2035	185,000.00	5.000%	101.925	188,561.25	185,000.00
	12/01/2036	195,000.00	5.000%	101.925	198,753.75	195,000.00
Term Bond 2048:						
	12/01/2037	205,000.00	5.000%	100.000	205,000.00	205,000.00
	12/01/2038	215,000.00	5.000%	100.000	215,000.00	215,000.00
	12/01/2039	230,000.00	5.000%	100.000	230,000.00	230,000.00
	12/01/2040	245,000.00	5.000%	100.000	245,000.00	245,000.00
	12/01/2041	255,000.00	5.000%	100.000	255,000.00	255,000.00
	12/01/2042	270,000.00	5.000%	100.000	270,000.00	270,000.00
	12/01/2043	290,000.00	5.000%	100.000	290,000.00	290,000.00
	12/01/2044	305,000.00	5.000%	100.000	305,000.00	305,000.00
	12/01/2045	320,000.00	5.000%	100.000	320,000.00	320,000.00
	12/01/2046	340,000.00	5.000%	100.000	340,000.00	340,000.00
	12/01/2047	360,000.00	5.000%	100.000	360,000.00	360,000.00
	12/01/2048	380,000.00	5.000%	100.000	380,000.00	380,000.00
		5,450,000.00			5,515,351.30	5,450,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/01/2048	5.000%	380,000.00	380,000.00		
Entire Issue			5,515,351.30	5,450,000.00	19.8202	4.8930%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	114,690.98
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	399,000.00

COST OF ISSUANCE

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

Cost of Issuance	\$/1000	Amount
Bond Counsel - Kutak	8.25688	45,000.00
Paying Agent - UMB	0.22018	1,200.00
Underwriter's Counsel - Sherman & Howard	2.20183	12,000.00
CUSIP	0.04972	271.00
DTC	0.14679	800.00
Ipreo - Bookrunning	0.08015	436.81
Ipreo - Gameday	0.03000	163.50
Ipreo - Wirecharge	0.00550	30.00
Dayloan	0.02780	151.51
Miscellaneous	0.91743	5,000.00
	11.93630	65,052.82



Section 10: Distribution List

Town of Pitts
 Matin Enterprise Revenue Bonds Series 2019
 Distribution List as of 11/13/19

Account Name	Account Number	Account Type	Account Balance
State of Florida	1000000000	General Fund	1000000000
County of Duval	1000000000	General Fund	1000000000
County of Alachua	1000000000	General Fund	1000000000
County of Citrus	1000000000	General Fund	1000000000
County of Levy	1000000000	General Fund	1000000000
County of Madison	1000000000	General Fund	1000000000
County of Santa Fe	1000000000	General Fund	1000000000
County of Suwannee	1000000000	General Fund	1000000000
County of Taylor	1000000000	General Fund	1000000000
County of Washington	1000000000	General Fund	1000000000
County of Wheeler	1000000000	General Fund	1000000000
County of Volusia	1000000000	General Fund	1000000000
County of Clay	1000000000	General Fund	1000000000
County of Escambia	1000000000	General Fund	1000000000
County of Franklin	1000000000	General Fund	1000000000
County of Gulf	1000000000	General Fund	1000000000
County of Hamilton	1000000000	General Fund	1000000000
County of Hendry	1000000000	General Fund	1000000000
County of Hillsborough	1000000000	General Fund	1000000000
County of Indian River	1000000000	General Fund	1000000000
County of Jefferson	1000000000	General Fund	1000000000
County of Lenoir	1000000000	General Fund	1000000000
County of Leon	1000000000	General Fund	1000000000
County of Liberty	1000000000	General Fund	1000000000
County of McIntosh	1000000000	General Fund	1000000000
County of Nassau	1000000000	General Fund	1000000000
County of Oklawaha	1000000000	General Fund	1000000000
County of Osceola	1000000000	General Fund	1000000000
County of Palm Bay	1000000000	General Fund	1000000000
County of Palm Beach	1000000000	General Fund	1000000000
County of Pasco	1000000000	General Fund	1000000000
County of Polk	1000000000	General Fund	1000000000
County of Putnam	1000000000	General Fund	1000000000
County of St. Johns	1000000000	General Fund	1000000000
County of St. Lucie	1000000000	General Fund	1000000000
County of Seminole	1000000000	General Fund	1000000000
County of Sumter	1000000000	General Fund	1000000000
County of Talbot	1000000000	General Fund	1000000000
County of Taylor	1000000000	General Fund	1000000000
County of Union	1000000000	General Fund	1000000000
County of Volusia	1000000000	General Fund	1000000000
County of Wayne	1000000000	General Fund	1000000000
County of York	1000000000	General Fund	1000000000

Town of Frisco
Marina Enterprise Revenue Bonds, Series 2019
Distribution List as of 1/11/19

	Contact	Title	Telephone	E-Mail
Borrower				
Town of Frisco 1 Main Street PO Box 4100 Frisco, CO 80443	Diane McBride Bonnie Moinet Deborah Wohlmut	Interim Town Manager Finance Director Town Clerk	970.668.2559 970.668.9138 970.668.9122	dianem@townoffrisco.com bonniem@townoffrisco.com deborahw@townoffrisco.com
Town Attorney				
Murray Dahl Kuechenmeister & Renaud LLP 710 Kipling Street, Suite 300 Lakewood, CO 80215	Thad Renaud	Town Attorney	303.493.6670	trenaud@mdkrlaw.com
Bond Counsel				
Kutak Rock LLP 1801 California Street, Ste. 3000 Denver, CO 80202	Dan Lynch Ashley Dennis Margaret Humphreys	Attorney Attorney Paralegal	303.292.7875 303.292.7703 303.292.7825	dan.lynch@kutakrock.com ashley.dennis@kutakrock.com margaret.humphreys@kutakrock.com
Paying Agent				
UMB Bank, NA 1670 Broadway Denver, CO 80203	Leight Lutz Kelsey Hurd	Senior Vice President Relationship Manager	303.839.2224 303.764.3602	leigh.lutz@umb.com kelsey.hurd@umb.com
Underwriter's Counsel				
Sherman & Howard LLC 633 17th Street Suite 3000 Denver, CO 80202	Dave Lucas	Member	303.299.8134	dilucas@shermanhoward.com
Underwriter				
George K. Baum & Company 1400 Wewatta Street, Suite 800 Denver, CO 80202	Kyle Thomas Matt Dempsey Todd Snidow	Vice President Vice President Executive Vice President	303.391.5500 303.391.5410 303.391.5527	thomask@gkbaum.com dempsey@gkbaum.com snidow@gkbaum.com
E-mail Distribution List				
dianem@townoffrisco.com; bonniem@townoffrisco.com; deborahw@townoffrisco.com; trenaud@mdkrlaw.com; dan.lynch@kutakrock.com; ashley.dennis@kutakrock.com; margaret.humphreys@kutakrock.com; leigh.lutz@umb.com; dilucas@shermanhoward.com; kelsey.hurd@umb.com; thomask@gkbaum.com; dempsey@gkbaum.com; snidow@gkbaum.com				

BOND PURCHASE AGREEMENT

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

February 6, 2019

Town of Frisco, Colorado
1 East Main Street
Frisco, Colorado 80443
Attention: Finance Director

Ladies and Gentlemen:

1. George K. Baum & Company (the “Underwriter”) hereby offers to enter into this Bond Purchase Agreement (this “Agreement”) with the Town of Frisco, Colorado, acting by and through its Marina Enterprise (the “Town”). This offer is made subject to the Town’s acceptance, which shall be evidenced by the Town’s execution of this Agreement and delivery of it to the Underwriter on or before 11:59 p.m., Denver Time, on February 6, 2019. Upon the Town’s acceptance of this offer, this Agreement shall be binding upon the Underwriter and the Town, subject to the further provisions hereof. Capitalized terms not otherwise defined herein shall have the meaning for such terms set forth in the Bond Ordinance (defined in paragraph 2 below) or the meaning for such terms set forth in paragraph 12 below.

2. Subject to the further provisions hereof, the Underwriter agrees to purchase from the Town, and the Town agrees to sell and deliver to the Underwriter, all of the Town’s Marina Enterprise Revenue Bonds, Series 2019, in the aggregate principal amount of \$5,450,000 (the “Series 2019 Bonds”) at the Purchase Price (as defined in paragraph 12 below). The Series 2019 Bonds will mature, bear interest and be sold at the prices indicated in Exhibit A hereto. The Purchase Price is to be used for the purposes set forth in Ordinance No. 19-01 of the Town, finally adopted on second reading on January 22, 2019, authorizing the issuance of the Series 2019 Bonds (the “Bond Ordinance”).

3. Inasmuch as this purchase and sale represents a negotiated transaction, the Town acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm’s length, commercial transaction between the Town and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Town; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Town with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Town on

other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own accounts; (iv) the only obligations the Underwriter has to the Town with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Town has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this Agreement and to act hereunder.

4. The Town shall deliver the duly issued and executed Series 2019 Bonds to UMB Bank, n.a., in its capacity as paying agent for the Series 2019 Bonds (the "Paying Agent"), to hold for The Depository Trust Company ("DTC") pursuant to the FAST balance sheet agreement in effect between the Paying Agent and DTC, and the Underwriter shall deliver the Purchase Price to the Town in immediately available funds by 9:00 a.m., Denver Time, on the Closing Date (as defined below), or at such other place and time as shall be mutually agreed upon by the Town and the Underwriter. (Such deliveries are referred to as the "Closing.") The documents to support the Closing will be held and may be examined at the offices of Kutak Rock LLP in Denver, Colorado at the same time on the Closing Date.

5. The Town has cooperated with and has taken all actions reasonably requested by the Underwriter to facilitate the Underwriter's offer and sale of the Series 2019 Bonds to third parties, including the preparation of the Preliminary Official Statement relating to the Series 2019 Bonds, dated January 24, 2019 and supplemented by addendum dated February 5, 2019 (the "Preliminary Official Statement"), and the Town shall cooperate with, and shall take all actions reasonably requested by, the Underwriter to facilitate the Underwriter's offer and sale of the Series 2019 Bonds to third parties, including but not limited to: (i) the preparation of any supplements or amendments to the Preliminary Official Statement that the Underwriter reasonably determines are necessary and the final Official Statement relating to the Series 2019 Bonds to be dated prior to the Closing Date and any supplements or amendments thereto that the Underwriter reasonably determines are necessary (the "Official Statement"), and (ii) all actions necessary under the securities or "blue sky" laws of the jurisdictions specified by the Underwriter to enable it to offer and sell the Series 2019 Bonds in or to residents of such jurisdictions. In addition, in order to facilitate compliance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"), the Town (A) has certified, and hereby affirms its certification, that the Preliminary Official Statement is "final" as of its date as required by Rule 15c2-12; (B) hereby authorizes and ratifies the distribution of the Preliminary Official Statement to any potential customers (as defined in Rule 15c2-12) until the Official Statement is available; (C) hereby agrees to make available to the Underwriter, within seven business days of the date of this Agreement, as many copies of the Official Statement as the Underwriter deems sufficient for purposes of complying with Rule 15c2-12; (D) hereby authorizes and approves the distribution and use of the Official Statement in connection with the offering and sale of the Series 2019 Bonds; and (E) hereby agrees to enter into a written agreement or contract, constituting an undertaking (the "Continuing Disclosure Undertaking") to provide ongoing disclosure about the Town, for the benefit of the owners of the Series 2019 Bonds on or before the date of delivery of the Series 2019 Bonds as required by Rule 15c2-12, which Continuing Disclosure Undertaking shall be in the form attached as an Appendix to the Preliminary Official Statement, with such changes as may be agreed to in writing by the Underwriter.

6. With respect to the establishment of the issue price of the Series 2019 Bonds:

(a) The Underwriter agrees to assist the Town in establishing the issue price of the Series 2019 Bonds and shall execute and deliver to the Town at the Closing, an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Town and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2019 Bonds.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Town will treat the first price at which 10% of each maturity of the Series 2019 Bonds (the “10% test”), identified under the column “10% Test Used” in Exhibit A, is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Town the price or prices at which it has sold to the public each maturity of the Series 2019 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2019 Bonds, the Underwriter agrees to promptly report to the Town the prices at which it sells the unsold Series 2019 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2019 Bonds of that maturity or until all Series 2019 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2019 Bonds to the public on or before the date of this Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, identified under the column “Hold the Offering Price Rule Used,” as of the date of this Agreement, the maturities, if any, of the Series 2019 Bonds for which the 10% test has not been satisfied and for which the Town and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Town to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2019 Bonds, the Underwriter will neither offer nor sell unsold Series 2019 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2019 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter shall promptly advise the Town when it has sold 10% of that maturity of the Series 2019 Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2019 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2019 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2019 Bonds of that maturity or all Series 2019 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Town acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2019 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series 2019 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Town further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2019 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2019 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party;

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Town (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2019 Bonds to the public);

(iii) a purchaser of any of the Series 2019 Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or

indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) “sale date” means the date of execution of this Agreement by all parties.

7. The Underwriter’s obligation to purchase the Series 2019 Bonds shall be subject to the Underwriter’s receipt of each of the following in form and substance satisfactory to the Underwriter:

(a) a certified copy of the Bond Ordinance and an executed copy of the Final Terms Certificate dated as of the Closing Date (the “Final Terms Certificate”);

(b) an executed copy of the Continuing Disclosure Undertaking;

(c) an executed copy of the Blanket Issuer Letter of Representations (the “Letter of Representations”) between the Town and DTC;

(d) the unqualified approving opinion of Kutak Rock LLP (“Bond Counsel”);

(e) a letter from Kutak Rock LLP as to their participation in the preparation of, and as to the material set forth in, the Official Statement;

(f) certificates of the Town as to (i) the facts necessary to support the opinions referred to in clauses (d) and (e) above; (ii) the enforceability of the Series 2019 Bonds, the Bond Ordinance, this Agreement, and the Letter of Representations; (iii) the accuracy of the Preliminary Official Statement, as of its date and as of the date of this Agreement, and the Official Statement, as of its date and as of the Closing Date; (iv) litigation affecting the Town; and (v) such other matters as are customary with respect to the issuance of obligations such as the Series 2019 Bonds or as the Underwriter may reasonably request; and

(g) such additional agreements, documents, instruments, opinions and certificates as the Underwriter may reasonably request.

8. The Underwriter’s obligation to purchase the Series 2019 Bonds also shall be subject to the Underwriter’s right, in its absolute discretion, to elect to terminate this Agreement by written notice to the Town if at any time after the date of this Agreement and prior to the Closing:

(a) Any event shall have occurred, or information becomes known, which, in the Underwriter's opinion, makes untrue, in any material respect, any statement or information contained in the Official Statement or the Preliminary Official Statement (except as modified by the Official Statement), or has the effect that the Official Statement or the Preliminary Official Statement (except as modified by the Official Statement) contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(b) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(c) The United States shall have become engaged in hostilities, whether or not a war shall have been declared, or there shall have occurred an escalation of any hostilities involving the armed forces of any country, or any other national emergency or other national calamity relating to the effective operation of government or of the financial community shall have occurred, which, in the Underwriter's opinion, materially adversely affects the market price of the Series 2019 Bonds; provided that the hostilities referred to in this paragraph shall not be interpreted to include the current state of the operations of the armed forces of the United States existing as of the date of this Agreement;

(d) There shall have occurred a general suspension or material limitation of trading on The New York Stock Exchange or any other national securities exchange as the result of an event affecting the national economy, or minimum or maximum prices for trading shall have been established on any exchange and be in force, or maximum ranges for prices for securities shall be in force on any such exchange;

(e) The New York Stock Exchange, any other national securities exchange or any governmental authority shall impose, as to the Series 2019 Bonds or obligations of the general character of the Series 2019 Bonds, any material restrictions not now in force or being enforced, or increase materially those now in force or being enforced, with respect to the extension of credit by, or charges to the net capital requirement of, or financial responsibility requirements of, the Underwriter;

(f) A general banking moratorium shall have been established by federal, New York or Colorado authorities;

(g) Any rating of any obligations of the Town shall have been downgraded or withdrawn by any rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2019 Bonds;

(h) Legislation is adopted by either house of the United States Congress, or favorably reported for passage to either house of the United States Congress by any committee of such house to which such legislation has been referred for consideration, legislation is actively considered for enactment by the United States Congress, legislation

is recommended to the United States Congress for passage by the President of the United States, a decision by a court of the United States or the United States Tax Court is rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency is made, with respect to federal taxation upon revenues or other income of the Town or upon interest payable on obligations of the general character of the Series 2019 Bonds or which would change directly or indirectly the federal income tax consequences of interest on obligations of the general character of the Series 2019 Bonds in the hands of the owners thereof, which, in the Underwriter's reasonable opinion, materially adversely affects the market price of the Series 2019 Bonds; or

(i) Any change shall have occurred which, in the reasonable judgment of the Underwriter, makes unreasonable or unreliable any of the financing assumptions upon which payment of debt service on the Series 2019 Bonds is predicated.

9. The Town shall pay or cause to be paid, from the proceeds from the sale of the Series 2019 Bonds or other funds available to it, the expenses incident to the issuance and sale of the Series 2019 Bonds (the "Costs of Issuance"), including but not limited to the Underwriter's Discount and the expenses of the Underwriter, the fees and expenses of the Paying Agent, Kutak Rock LLP, and any other attorneys, accountants or other experts or consultants retained in connection with the issuance and sale of the Series 2019 Bonds (including but not limited to the Town's independent auditors), fees and charges of any paying agent or other agent retained in connection with the payment of, or the administration of the payment of, the Series 2019 Bonds, fees to register the Series 2019 Bonds with DTC, CUSIP fees, clearing and delivery fees, and the costs of printing and distributing the Preliminary Official Statement and the Official Statement.


10. This Agreement may be executed in several counterparts, which together shall constitute one and the same instrument. Photostatic copies of executed counterparts hereof or copies of executed counterparts hereof transmitted by facsimile transmission shall be binding to the same effect as originally signed counterparts.

11. This Agreement shall be governed by the laws of the State of Colorado.

12. For purposes of this Agreement, the following terms have the meanings specified:

Date of this Agreement:	February 6, 2019
Aggregate Principal Amount:	\$5,450,000.00
Net Original Premium on the Series 2019 Bonds:	\$65,351.30
Underwriter's Discount	(\$49,638.16)
Purchase Price (Aggregate Principal Amount, plus Net Original Premium on the Series 2019 Bonds, less Underwriter's Discount):	\$5,465,713.14
Closing Date:	February 26, 2019

GEORGE K. BAUM & COMPANY

By 

Authorized Officer

Date of Signature: February 6, 2019

This Bond Purchase Agreement is hereby accepted by the Town on the date and at the time set forth below:

TOWN OF FRISCO, COLORADO

By _____
Finance Director

Date of Signature: February 6, 2019

Time of Signature: _____ .m.

[Signature Page to Bond Purchase Agreement]


GEORGE K. BAUM & COMPANY

By _____
Authorized Officer

Date of Signature: February 6, 2019

This Bond Purchase Agreement is hereby accepted by the Town on the date and at the time set forth below:

TOWN OF FRISCO, COLORADO

By 
Finance Director

Date of Signature: February 6, 2019

Time of Signature: 12:53 p.m.

[Signature Page to Bond Purchase Agreement]

EXHIBIT A
BOND PRICING INFORMATION

Maturity Date	Principal Amount	Interest Rate	Yield	Price	10% Test Used	Hold the Offering Price Rule Used
12/01/2026	\$ 535,000	5.000%	3.970%	106.818%	Yes	No
12/01/2036	1,500,000	5.000	4.700	101.925	Yes	No
12/01/2048	3,415,000	5.000	5.000	100.000	Yes	No

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Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

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SOURCES AND USES OF FUNDS

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

Sources:

Bond Proceeds:	
Par Amount	5,450,000.00
Premium	65,351.30
	<hr/>
	5,515,351.30

Uses:

Project Fund Deposits:	
Project Fund	5,000,000.00
Other Fund Deposits:	
Debt Service Reserve Fund	399,000.00
Delivery Date Expenses:	
Cost of Issuance	65,052.82
Underwriter's Discount	49,638.16
	<hr/>
	114,690.98
Other Uses of Funds:	
Additional Proceeds	1,660.32
	<hr/>
	5,515,351.30

BOND SUMMARY STATISTICS

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

Dated Date	02/26/2019
Delivery Date	02/26/2019
Last Maturity	12/01/2048
Arbitrage Yield	4.892993%
True Interest Cost (TIC)	4.976590%
Net Interest Cost (NIC)	4.985547%
All-In TIC	5.076811%
Average Coupon	5.000000%
Average Life (years)	19.948
Duration of Issue (years)	12.280
Par Amount	5,450,000.00
Bond Proceeds	5,515,351.30
Total Interest	5,435,909.72
Net Interest	5,420,196.58
Total Debt Service	10,885,909.72
Maximum Annual Debt Service	399,000.00
Average Annual Debt Service	365,742.18
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	9.107919
Total Underwriter's Discount	9.107919
Bid Price	100.288314

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Term Bond 2026	535,000.00	106.818	5.000%	5.465	369.15
Term Bond 2036	1,500,000.00	101.925	5.000%	13.774	975.00
Term Bond 2048	3,415,000.00	100.000	5.000%	24.929	5,259.10
	5,450,000.00			19.948	6,603.25

	TIC	All-In TIC	Arbitrage Yield
Par Value	5,450,000.00	5,450,000.00	5,450,000.00
+ Accrued Interest			
+ Premium (Discount)	65,351.30	65,351.30	65,351.30
- Underwriter's Discount	-49,638.16	-49,638.16	
- Cost of Issuance Expense		-65,052.82	
- Other Amounts			
Target Value	5,465,713.14	5,400,660.32	5,515,351.30
Target Date	02/26/2019	02/26/2019	02/26/2019
Yield	4.976590%	5.076811%	4.892993%

BOND PRICING

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
 Marina Enterprise Revenue Bonds, Series 2019
 FINAL NUMBERS

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price
Term Bond 2026:								
	12/01/2021	75,000	5.000%	3.970%	106.818			
	12/01/2022	80,000	5.000%	3.970%	106.818			
	12/01/2023	85,000	5.000%	3.970%	106.818			
	12/01/2024	90,000	5.000%	3.970%	106.818			
	12/01/2025	100,000	5.000%	3.970%	106.818			
	12/01/2026	<u>105,000</u>	5.000%	3.970%	106.818			
		535,000						
Term Bond 2036:								
	12/01/2027	110,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2028	120,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2029	125,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2030	135,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2031	145,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2032	155,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2033	160,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2034	170,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2035	185,000	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
	12/01/2036	<u>195,000</u>	5.000%	4.700%	101.925 C	4.837%	12/01/2026	100.000
		1,500,000						
Term Bond 2048:								
	12/01/2037	205,000	5.000%	5.000%	100.000			
	12/01/2038	215,000	5.000%	5.000%	100.000			
	12/01/2039	230,000	5.000%	5.000%	100.000			
	12/01/2040	245,000	5.000%	5.000%	100.000			
	12/01/2041	255,000	5.000%	5.000%	100.000			
	12/01/2042	270,000	5.000%	5.000%	100.000			
	12/01/2043	290,000	5.000%	5.000%	100.000			
	12/01/2044	305,000	5.000%	5.000%	100.000			
	12/01/2045	320,000	5.000%	5.000%	100.000			
	12/01/2046	340,000	5.000%	5.000%	100.000			
	12/01/2047	360,000	5.000%	5.000%	100.000			
	12/01/2048	<u>380,000</u>	5.000%	5.000%	100.000			
		3,415,000						
		5,450,000						

Dated Date	02/26/2019	
Delivery Date	02/26/2019	
First Coupon	06/01/2019	
Par Amount	5,450,000.00	
Premium	65,351.30	
Production	5,515,351.30	101.199106%
Underwriter's Discount	<u>-49,638.16</u>	<u>-0.910792%</u>
Purchase Price	5,465,713.14	100.288314%
Accrued Interest		
Net Proceeds	<u>5,465,713.14</u>	

NET DEBT SERVICE

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

Period Ending	Principal	Interest	Total Debt Service	Debt Service Reserve Fund	Net Debt Service
12/01/2019		208,159.72	208,159.72		208,159.72
12/01/2020		272,500.00	272,500.00		272,500.00
12/01/2021	75,000	272,500.00	347,500.00		347,500.00
12/01/2022	80,000	268,750.00	348,750.00		348,750.00
12/01/2023	85,000	264,750.00	349,750.00		349,750.00
12/01/2024	90,000	260,500.00	350,500.00		350,500.00
12/01/2025	100,000	256,000.00	356,000.00		356,000.00
12/01/2026	105,000	251,000.00	356,000.00		356,000.00
12/01/2027	110,000	245,750.00	355,750.00		355,750.00
12/01/2028	120,000	240,250.00	360,250.00		360,250.00
12/01/2029	125,000	234,250.00	359,250.00		359,250.00
12/01/2030	135,000	228,000.00	363,000.00		363,000.00
12/01/2031	145,000	221,250.00	366,250.00		366,250.00
12/01/2032	155,000	214,000.00	369,000.00		369,000.00
12/01/2033	160,000	206,250.00	366,250.00		366,250.00
12/01/2034	170,000	198,250.00	368,250.00		368,250.00
12/01/2035	185,000	189,750.00	374,750.00		374,750.00
12/01/2036	195,000	180,500.00	375,500.00		375,500.00
12/01/2037	205,000	170,750.00	375,750.00		375,750.00
12/01/2038	215,000	160,500.00	375,500.00		375,500.00
12/01/2039	230,000	149,750.00	379,750.00		379,750.00
12/01/2040	245,000	138,250.00	383,250.00		383,250.00
12/01/2041	255,000	126,000.00	381,000.00		381,000.00
12/01/2042	270,000	113,250.00	383,250.00		383,250.00
12/01/2043	290,000	99,750.00	389,750.00		389,750.00
12/01/2044	305,000	85,250.00	390,250.00		390,250.00
12/01/2045	320,000	70,000.00	390,000.00		390,000.00
12/01/2046	340,000	54,000.00	394,000.00		394,000.00
12/01/2047	360,000	37,000.00	397,000.00		397,000.00
12/01/2048	380,000	19,000.00	399,000.00	-399,000	
	5,450,000	5,435,909.72	10,885,909.72	-399,000	10,486,909.72

BOND DEBT SERVICE

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
 Marina Enterprise Revenue Bonds, Series 2019
 FINAL NUMBERS

Dated Date 02/26/2019
 Delivery Date 02/26/2019

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2019			208,159.72	208,159.72
12/01/2020			272,500.00	272,500.00
12/01/2021	75,000	5.000%	272,500.00	347,500.00
12/01/2022	80,000	5.000%	268,750.00	348,750.00
12/01/2023	85,000	5.000%	264,750.00	349,750.00
12/01/2024	90,000	5.000%	260,500.00	350,500.00
12/01/2025	100,000	5.000%	256,000.00	356,000.00
12/01/2026	105,000	5.000%	251,000.00	356,000.00
12/01/2027	110,000	5.000%	245,750.00	355,750.00
12/01/2028	120,000	5.000%	240,250.00	360,250.00
12/01/2029	125,000	5.000%	234,250.00	359,250.00
12/01/2030	135,000	5.000%	228,000.00	363,000.00
12/01/2031	145,000	5.000%	221,250.00	366,250.00
12/01/2032	155,000	5.000%	214,000.00	369,000.00
12/01/2033	160,000	5.000%	206,250.00	366,250.00
12/01/2034	170,000	5.000%	198,250.00	368,250.00
12/01/2035	185,000	5.000%	189,750.00	374,750.00
12/01/2036	195,000	5.000%	180,500.00	375,500.00
12/01/2037	205,000	5.000%	170,750.00	375,750.00
12/01/2038	215,000	5.000%	160,500.00	375,500.00
12/01/2039	230,000	5.000%	149,750.00	379,750.00
12/01/2040	245,000	5.000%	138,250.00	383,250.00
12/01/2041	255,000	5.000%	126,000.00	381,000.00
12/01/2042	270,000	5.000%	113,250.00	383,250.00
12/01/2043	290,000	5.000%	99,750.00	389,750.00
12/01/2044	305,000	5.000%	85,250.00	390,250.00
12/01/2045	320,000	5.000%	70,000.00	390,000.00
12/01/2046	340,000	5.000%	54,000.00	394,000.00
12/01/2047	360,000	5.000%	37,000.00	397,000.00
12/01/2048	380,000	5.000%	19,000.00	399,000.00
	5,450,000		5,435,909.72	10,885,909.72

BOND SOLUTION

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
12/01/2019		208,160	208,160	641,725	433,565	308.28474%
12/01/2020		272,500	272,500	644,933	372,433	236.67276%
12/01/2021	75,000	347,500	347,500	648,158	300,658	186.52027%
12/01/2022	80,000	348,750	348,750	651,399	302,649	186.78100%
12/01/2023	85,000	349,750	349,750	654,656	304,906	187.17819%
12/01/2024	90,000	350,500	350,500	657,929	307,429	187.71156%
12/01/2025	100,000	356,000	356,000	661,219	305,219	185.73558%
12/01/2026	105,000	356,000	356,000	664,525	308,525	186.66426%
12/01/2027	110,000	355,750	355,750	667,847	312,097	187.72941%
12/01/2028	120,000	360,250	360,250	671,187	310,937	186.31134%
12/01/2029	125,000	359,250	359,250	674,543	315,293	187.76410%
12/01/2030	135,000	363,000	363,000	677,915	314,915	186.75351%
12/01/2031	145,000	366,250	366,250	681,305	315,055	186.02180%
12/01/2032	155,000	369,000	369,000	684,711	315,711	185.55863%
12/01/2033	160,000	366,250	366,250	688,135	321,885	187.88666%
12/01/2034	170,000	368,250	368,250	691,576	323,326	187.80056%
12/01/2035	185,000	374,750	374,750	695,033	320,283	185.46590%
12/01/2036	195,000	375,500	375,500	698,509	323,009	186.02094%
12/01/2037	205,000	375,750	375,750	702,001	326,251	186.82666%
12/01/2038	215,000	375,500	375,500	705,511	330,011	187.88580%
12/01/2039	230,000	379,750	379,750	709,039	329,289	186.71198%
12/01/2040	245,000	383,250	383,250	712,584	329,334	185.93188%
12/01/2041	255,000	381,000	381,000	716,147	335,147	187.96505%
12/01/2042	270,000	383,250	383,250	719,728	336,478	187.79585%
12/01/2043	290,000	389,750	389,750	723,326	333,576	185.58723%
12/01/2044	305,000	390,250	390,250	726,943	336,693	186.27619%
12/01/2045	320,000	390,000	390,000	730,578	340,578	187.32758%
12/01/2046	340,000	394,000	394,000	734,230	340,230	186.35291%
12/01/2047	360,000	397,000	397,000	737,902	340,902	185.86942%
12/01/2048	380,000	399,000	399,000	741,591	342,591	185.86243%
	5,450,000	10,885,910	10,885,910	20,714,883	9,828,973	

FORM 8038 STATISTICS

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

Dated Date 02/26/2019
Delivery Date 02/26/2019

Bond Component	Date	Principal	Coupon	Price	Issue Price	Redemption at Maturity
Term Bond 2026:						
	12/01/2021	75,000.00	5.000%	106.818	80,113.50	75,000.00
	12/01/2022	80,000.00	5.000%	106.818	85,454.40	80,000.00
	12/01/2023	85,000.00	5.000%	106.818	90,795.30	85,000.00
	12/01/2024	90,000.00	5.000%	106.818	96,136.20	90,000.00
	12/01/2025	100,000.00	5.000%	106.818	106,818.00	100,000.00
	12/01/2026	105,000.00	5.000%	106.818	112,158.90	105,000.00
Term Bond 2036:						
	12/01/2027	110,000.00	5.000%	101.925	112,117.50	110,000.00
	12/01/2028	120,000.00	5.000%	101.925	122,310.00	120,000.00
	12/01/2029	125,000.00	5.000%	101.925	127,406.25	125,000.00
	12/01/2030	135,000.00	5.000%	101.925	137,598.75	135,000.00
	12/01/2031	145,000.00	5.000%	101.925	147,791.25	145,000.00
	12/01/2032	155,000.00	5.000%	101.925	157,983.75	155,000.00
	12/01/2033	160,000.00	5.000%	101.925	163,080.00	160,000.00
	12/01/2034	170,000.00	5.000%	101.925	173,272.50	170,000.00
	12/01/2035	185,000.00	5.000%	101.925	188,561.25	185,000.00
	12/01/2036	195,000.00	5.000%	101.925	198,753.75	195,000.00
Term Bond 2048:						
	12/01/2037	205,000.00	5.000%	100.000	205,000.00	205,000.00
	12/01/2038	215,000.00	5.000%	100.000	215,000.00	215,000.00
	12/01/2039	230,000.00	5.000%	100.000	230,000.00	230,000.00
	12/01/2040	245,000.00	5.000%	100.000	245,000.00	245,000.00
	12/01/2041	255,000.00	5.000%	100.000	255,000.00	255,000.00
	12/01/2042	270,000.00	5.000%	100.000	270,000.00	270,000.00
	12/01/2043	290,000.00	5.000%	100.000	290,000.00	290,000.00
	12/01/2044	305,000.00	5.000%	100.000	305,000.00	305,000.00
	12/01/2045	320,000.00	5.000%	100.000	320,000.00	320,000.00
	12/01/2046	340,000.00	5.000%	100.000	340,000.00	340,000.00
	12/01/2047	360,000.00	5.000%	100.000	360,000.00	360,000.00
	12/01/2048	380,000.00	5.000%	100.000	380,000.00	380,000.00
		5,450,000.00			5,515,351.30	5,450,000.00

	Maturity Date	Interest Rate	Issue Price	Stated Redemption at Maturity	Weighted Average Maturity	Yield
Final Maturity	12/01/2048	5.000%	380,000.00	380,000.00		
Entire Issue			5,515,351.30	5,450,000.00	19.8202	4.8930%

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	114,690.98
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	399,000.00

COST OF ISSUANCE

Town of Frisco, Colorado (acting by and through its Marina Enterprise)
Marina Enterprise Revenue Bonds, Series 2019
FINAL NUMBERS

Cost of Issuance	\$/1000	Amount
Bond Counsel - Kutak	8.25688	45,000.00
Paying Agent - UMB	0.22018	1,200.00
Underwriter's Counsel - Sherman & Howard	2.20183	12,000.00
CUSIP	0.04972	271.00
DTC	0.14679	800.00
Ipreo - Bookrunning	0.08015	436.81
Ipreo - Gameday	0.03000	163.50
Ipreo - Wirecharge	0.00550	30.00
Dayloan	0.02780	151.51
Miscellaneous	0.91743	5,000.00
	11.93630	65,052.82

EXHIBIT B
FORM OF ISSUE PRICE CERTIFICATE

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

The undersigned, on behalf of George K. Baum & Company (the “GKB”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the “Bonds”).

1. *Sale of the General Rule Maturities.* As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. *[Initial Offering Price of the Hold-the-Offering-Price Maturities.*

(a) GKB offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, dated February 6, 2019, by and between GKB and the Town of Frisco, Colorado, acting by and through its Marina Enterprise, GKB has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.]

3. *Defined Terms.*

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) *[Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (February 13, 2019), or (ii) the date on which GKB has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) *Issuer* means the Town of Frisco, Colorado, acting by and through its Marina Enterprise.

(e) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is February 6, 2019.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents GKB’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Kutak Rock, LLP in connection with rendering its opinion that the interest on the Bonds is excludable from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

GEORGE K. BAUM & COMPANY

By:

Name:

Dated: February 26, 2019

SCHEDULE A

**SALE PRICES OF THE GENERAL RULE MATURITIES [AND INITIAL OFFERING PRICES
OF THE HOLD-THE-OFFERING-PRICE MATURITIES]**

(Attached)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION



CLOSING MEMORANDUM
TOWN OF FRISCO, COLORADO
(ACTING BY AND THROUGH ITS MARINA ENTERPRISE)

To: Distribution List
From: George K. Baum & Company
Subject: Town of Frisco, Colorado
(acting by and through its Marina Enterprise)
\$5,450,000
Marina Enterprise Revenue Bonds, Series 2019
Settlement Numbers and Wire Instructions
Date: Friday, February 22, 2019

Closing: Tuesday, February 26, 2019
9:30 A.M. Mountain Time
Closing Location: Kutak Rock
1801 California Street, Ste. 3000
Denver, CO 80202
Phone: 303.297.2400
Closing Call: Dial in: 1.866.740.1260
Access Code: 3915500#

Section I. Settlement Numbers:

SOURCES:

Table with 2 columns: Description and Amount. Rows include Bond Proceeds (Par Amount, Premium, Less: Underwriter's Discount) and TOTAL SOURCES: \$5,465,713.14

USES:

Table with 2 columns: Description and Amount. Rows include Deposit to Project Fund, Deposit to Reserve Fund, Costs of Issuance, and TOTAL USES: \$5,465,713.14

SUMMARY OF FUNDS TRANSFERS:

Table with 3 columns: Description, Amount, and Wire Reference. Rows include Funds Transfer from George K. Baum to Town (Project Fund), Reserve Fund, Cost of Issuance Fund, and Net Funds Transfer: \$5,465,713.14



**CLOSING MEMORANDUM
TOWN OF FRISCO, COLORADO
(ACTING BY AND THROUGH ITS MARINA ENTERPRISE)**

Section II. Transfer of Funds by George K. Baum - Day of Closing - February 26, 2019

Wire #1: From George K. Baum to ColoTrust (Project Account)

\$5,000,000.00

Wells Fargo Bank, NA

Credit Account #1018043565

Credit Account Name: COLOTRUST

ABA/Routing #121000248

For Further Credit: CO-01-0785-8002 Bond Proceeds; Town of Frisco

Wire #2: From George K. Baum to ColoTrust (Reserve Fund)

\$399,000.00

Wells Fargo Bank, NA

Credit Account #1018043565

Credit Account Name: COLOTRUST

ABA/Routing #121000248

For Further Credit: CO-01-0785-8004 Bond Proceeds; Town of Frisco

Wire #3: From George K. Baum to UMB (Cost of Issuance Account)

\$66,713.14

UMB Bank, N.A. Kansas District, Missouri

ABA No. 101000695

BNF Account 9800006823

BNF Name Trust

Reference Frisco Marina Ent - FRSC

Attention Kelsey Hurd

Section III. Costs of Issuance Allocation

UMB will be allocating the costs of issuance in the following estimated amounts.

Estimated Costs of Issuance - (COI)	
Bond Counsel	\$45,000.00
Paying Agent	\$1,200.00
Underwriter's Counsel	\$12,000.00
DTC	\$800.00
CUSIP	\$271.00
IPREO	\$630.31
Dayloan	\$151.51
Miscellaneous	6,660.32
Total	<u><u>\$66,713.14</u></u>

Section IV. Additional Information:

Delivery of Transcript and Legal Opinion: At Closing



**CLOSING MEMORANDUM
TOWN OF FRISCO, COLORADO
(ACTING BY AND THROUGH ITS MARINA ENTERPRISE)**

Distribution List:	Phone	Email
Nancy Kerry - Town Manager	970.668.2559	nancyk@townoffrisco.com
Bonnie Moinet - Finance Director	970.668.9138	bonniem@townoffrisco.com
Deborah Wohlmuth - Town Clerk	970.668.9122	deborahw@townoffrisco.com
Thad Renaud - Town Attorney	303.493.6670	trenaud@mdkrlaw.com
Dan Lynch - Attorney	303.292.7875	dan.lynch@kutakrock.com
Ashley Dennis - Attorney	303.292.7703	ashley.dennis@kutakrock.com
Margaret Humphreys - Paralegal	303.292.7825	margaret.humphreys@kutakrock.com
Leight Lutz - Senior Vice President	303.839.2224	leigh.lutz@umb.com
Kelsey Hurd - Relationship Manager	303.764.3602	kelsey.hurd@umb.com
Dave Lucas - Member	303.299.8134	ducas@shermanhoward.com
Kyle Thomas - Vice President	303.391.5500	thomask@gkbaum.com
Matt Dempsey - Vice President	303.391.5410	dempsey@gkbaum.com
Todd Snidow - Executive Vice President	303.391.5527	snidow@gkbaum.com
Don Stills - First Vice President	303.391.5479	stills@gkbaum.com
Heather Hoffline - Brokerage Operations	303.391.5461	hoffline@gkbaum.com



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: RESOLUTION 19-13, CONCERNING THE PURCHASE OF A SIDEWALK MACHINE
DATE: MARCH 26, 2019

Summary: Request for authorization to purchase a Multihog CX75 Sidewalk Machine from Hardline Equipment Company.

Background: This purchase is to continue the Town's ten year replacement cycle for light equipment / vehicles in order to minimize down time due to aging equipment and to continue to receive the highest amount at auction.

Staff Analysis: Pursuant to Chapter 9 of the Town Code a Request for Proposals was produced and publicized back in January with a due date of February 15, 2019. Four bids were received by the deadline, they are listed below:

Hardline Equipment Co. (Multihog CX75) = \$106,101.00
Kois Brothers Equipment Co. (Karcher MIC70) = \$98,809
Bobcat of the Rockies (Holder C270) = \$109,387
Bobcat of the Rockies (Holder C70) = \$117,081

Although Multihog is not the lowest bid, it bridges the gap between low price and highest quality. The Multihog has received praise from operators on performance, handling, joy stick (controls), better visibility and its comfortability (even for taller people). It has more power, better suspension and better maneuverability than the Karcher or Holder equivalent. The initial quality is obvious with seemingly overboard protection on wearable items. The Multihog comes with a 12 month parts and labor warranty/ 24 month part warranty on pumps, engine and drivetrain (no warranty included on Karcher). Although not asked for in the bid, Multihog (Hardline Equipment) also offers a buy back guarantee, should the vehicle not perform as intended.

Our Karcher Mic 70 has been plagued by repairs. Poor build quality allows hydraulic hoses to rub coarse metal portions of the machine causing hydraulic leaks. Electrical issues routinely cause machine not to start. Small faults, such as plastic door hinges snapping, all the way to repairs as large as the welds on the frame breaking. Consistently this vehicle must be taken out of service. Parts are often difficult to find and durability is questionable. Despite Kois Brothers being the low bid, our history with the machine and customer service woes is urging a change.

After staff analysis of the bids and based on input from the operators after testing each piece of equipment, it is our recommendation to accept the proposal from Hardline Equipment for a cost not to exceed \$106,101.00

Recommendation: On that basis, staff recommends the Town Council make a motion to adopt the attached Resolution, 19-13 "A RESOLUTION FOR THE PURCHASE OF A MULTIHOOG CX75 SIDEWALK MACHINE FOR USE IN STREETS, PARKS AND GENERAL TOWN MAINTENANCE OPERATION"

Financial Impact: Passage of the recommended motion to purchase the listed equipment will result in a total cost of \$106,101.00. The amount budgeted in the 2019 budget for this purchase is \$113,000 from the Capital Improvement Fund, Capital Equipment Purchases (20-2000-4101). This purchase will leave a balance of \$6,899 in this budget line item. Additionally, staff estimates that we will receive a return of \$10,000 to \$12,000 at auction for the Karcher MIC 70 we are replacing.

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

Jeff Goble, Public Works Director - Approved

Bonnie Moinet, Finance Director

Nancy Kerry, Town Manager - Approved

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 19-13**

A RESOLUTION FOR THE PURCHASE OF A MULTIHOG CX75 SIDEWALK MACHINE FOR USE IN STREETS, PARKS AND GENERAL TOWN MAINTENANCE OPERATIONS

WHEREAS, the Town Council has determined that providing safe, dependable equipment to provide acceptable levels of services is in the Town's best interest; and

WHEREAS, the Town Council has determined that the staff recommendation for the identified purchase will provide the best value to the Town; and

WHEREAS, there are sufficient sums of money budgeted in the Capital Improvement Fund for this purchase

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 any and all documents necessary to effectuate the purchase of a Multihog CX75 Sidewalk Machine from Hardline Equipment Company for a total cost not to exceed \$106,101.00 (one-hundred six- thousand one-hundred one and 00/100 dollars).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 26th DAY OF MARCH 2019.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: RESOLUTION 19-14, CONCERNING THE PURCHASE OF TWO CATERPILLAR FRONT-END LOADERS
DATE: MARCH 26, 2019

Summary: Request for authorization to purchase one (1) Caterpillar 930M Loader and one (1) Caterpillar 938M Loader from Wagner Equipment, Co.

Background: This purchase is to continue the Town's seven year replacement cycle for Loaders in order to minimize down time due to aging equipment and to continue to receive the highest amount possible in trade or at auction.

Staff Analysis: Pursuant to Chapter 9 of the Town Code a Request for Proposals was produced and publicized back in January with a due date of February 15, 2019. Four bids were received by the deadline, they are listed below:

Power Screening, LLC (Liebherr) = \$513,800 - \$135,000 (trade in value) = \$378,800
Honen Equipment (John Deere) = \$387,719.38 - \$0 (no trade in offered) = \$387,719.38
Wagner Equipment (Caterpillar) = \$468,410.36- \$195,930 (trade in value) = \$272,480.36
Titan Equipment (Case) = \$452,480.50 - \$142,752 (trade in value) = \$309,728.50

After staff analysis of the bids it is our recommendation to accept the proposal from Wagner Equipment for a cost not to exceed \$272,480.36

Recommendation: On that basis, staff recommends the Town Council make a motion to adopt the attached Resolution, 19-XX "A RESOLUTION FOR THE PURCHASE OF ONE(1) CATERPILLAR 930M LOADER AND ONE(1) CATERPILLAR 938M LOADER FOR USE IN STREETS, PARKS AND GENERAL TOWN MAINTENANCE OPERATION"

Financial Impact: Passage of the recommended motion to purchase the listed equipment will result in a total cost of \$272,480.36. The amount budgeted in the 2019 budget for this purchase is \$450,000 from the Capital Improvement Fund, Capital Equipment Purchases (20-2000-4101). This purchase will leave a balance of \$177,519.64 in this budget line item.

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

Jeff Goble, Public Works Director - Approved

Bonnie Moinet, Finance Director

Nancy Kerry, Town Manager – Approved

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 19-14**

A RESOLUTION FOR THE PURCHASE OF ONE(1) CATERPILLAR 930M LOADER AND ONE(1) CATERPILLAR 938M LOADER FOR USE IN STREETS, PARKS AND GENERAL TOWN MAINTENANCE OPERATIONS

WHEREAS, the Town Council has determined that providing safe, dependable equipment to provide acceptable levels of services is in the Town's best interest; and

WHEREAS, the Town Council has determined that the staff recommendation for the identified purchase will provide the best value to the Town; and

WHEREAS, there are sufficient sums of money budgeted in the Capital Improvement Fund for this purchase

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 any and all documents necessary to effectuate the purchase of one(1) Caterpillar 930M Loader and one(1) Caterpillar 938M Loader from Wagner Equipment Company for a total cost not to exceed \$272,480.36 (two-hundred seventy-two thousand four-hundred eighty and 36/100 dollars).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 26th DAY OF MARCH 2019.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: TOM HOGEMAN, GENERAL MANAGER – FRISCO BAY MARINA
**RE: RESOLUTION 19-15, CONCERNING THE AGREEMENT WITH COLUMBINE HILLS
CONCRETE FOR PHASE ONE SITE IMPROVEMENTS AT THE FRISCO BAY MARINA**
DATE: MARCH 26, 2019

Summary: This proposed project is Phase 1 of the larger Marina Master Plan. Phase 1 includes site improvements that will follow the Big Dig Project that is currently underway. These site improvements intend to be substantially complete this summer and have been planned with future work in mind as to avoid unnecessary rework.

The Phase 1 scope of work includes the construction of a three lane boat ramp, drive lanes, curb & gutter, utility infrastructure, and site hardscape and softscape. The boat ramp is planned to be completed on or before May 1, 2019, with the remaining scope anticipated to be completed by June 1, 2019.

Background: The existing boat ramp at the Frisco Bay Marina is located at the east end of the marina and launches boats on the north side of the pier. Through the Marina Master Planning process (plan adopted by Resolution 18-11 on June 26, 2018), it was concluded that the boat ramp is in the wrong location. Challenges with the current location of the boat launch include:

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

Phase 1 scope of the implementation of the Marina Master Plan includes the relocation of the boat ramp to the south side of the pier. Phase 1 scope also includes the construction of drive lanes, curb and gutter, utility infrastructure, and site hardscape and softscape.

The RFQP for this project was released on February 15, 2019, with bids due on March 11, 2019. There was one bid alternate associated with the RFQP for the material and delivery of sand for the new beach.

Staff Analysis: Four (4) teams submitted proposals for the project: Columbine Hills, Schofield Excavation, JHL Constructors, and 360 Civil. NV5 (owner’s representative) staff consisting of Chris Guarino and Brandon Keller and TOF staff consisting of Tom Hogeman, Addison Canino, Jenn Shimp, and Diane McBride publically opened all bids on March 11, 2019, at 2:00pm in Town Hall. The bid proposals, with and without alternate #1, are presented in Table #1 below.

The bids range from \$644,914.50 to \$993,935.42. With the bid alternate included, the proposals range from \$850,895.25 to \$1,357,529.42. Columbine Hills Concrete is the low bid and nearly 19% lower than the next bid submitted by Schofield Excavation. The full scope of work was included in all bids.

Table #1: Frisco Bay Marina Phase 1 Site Improvements

Submitting Team	Total Cost	Alternate #1	Total	Alternate Unit Price
Columbine Hills Concrete	\$644,914.50	\$205,980.75	\$850,895.25	\$32.25
Schofield Excavation	\$784,253.30	\$231,848.10	\$1,016,101.40	\$36.30
JHL Constructors	\$993,935.42	\$363,594.00	\$1,357,529.42	\$56.93
360 Civil	\$905,111.50	\$420,015.00	\$1,325,126.50	\$65.76

Recommendation: Based on Columbine Hills Concrete being the responsive low bidder, their local knowledge, and the successful working relationship with the Town on past projects including, “Step Up Main”, staff recommends the Town Council approve a contract with Columbine Hills Concrete.

On that basis, staff recommends the Town Council make a motion to approve the attached Resolution, “APPROVING AN AGREEMENT WITH COLUMBINE HILLS CONCRETE FOR PHASE ONE SITE IMPROVEMENTS AT THE FRISCO BAY MARINA.”

Financial Impact: Passage of the recommended motion entering into an agreement with Columbine Hills Concrete for Phase One Site Improvements at the Frisco Bay Marina will result in a contract price of \$850,895.25, which has been budgeted in the Marina Fund, Capital Projects (90-9000-4444) in the amount of \$946,700. The budgeted amount for the boat ramp relocation is \$600,000, site utilities and infrastructure is \$184,200, landscaping is \$100,000, and the shoreline beach is \$62,500, for a total of \$946,700. Although the pricing for Alternate #1 (sand) is higher than the budgeted amount, the contract amount of \$850,895.25 is \$95,804.75 under budget and well within the scope and budget for the entire project.

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

Diane McBride, Assistant Town Manager/Recreation & Culture Director
 Nancy Kerry, Town Manager - Approved

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

A RESOLUTION APPROVING THE PHASE ONE SITE IMPROVEMENTS AT THE FRISCO BAY MARINA.

WHEREAS, the Frisco Town Council adopted the Marina Master Plan prepared by Logan Simpson through Resolution 18-11 on June 26, 2018;

WHEREAS, the Council adopted Ordinance 19-01 on second reading on January 22, 2019, authorizing the issuance by the Town, acting by and through its marina enterprise revenue bonds, series 2019, in an aggregate principal amount not to exceed \$6,000,000 for the purpose of financing the construction of certain capital improvements to the marina facilities operated by the Town prescribing the form of such series 2019 bonds and providing other details in connection therewith; and

WHEREAS, the Town of Frisco obtained a US Army Corps of Engineers (USACE) authorizing the excavation of lakebed to allow for improved navigation at the marina and to expand the recreational facilities at the marina. The current modified permit, issued March 1, 2019, also allows the Town to move the boat ramp to the southeast corner of the site, move the marina operations and food and beverage buildings to the east side of the site, and improve recreational access to the water with a "beach" area; and

WHEREAS, the Town of Frisco released a competitive bid process for the marina phase one site improvements project to include the construction of a three lane boat ramp, drive lanes, curb & gutter, utility infrastructure and site hardscape and softscape on February 15, 2019, with proposals from qualified firms due on March 11, 2019; and

WHEREAS, the Town of Frisco received four (4) bids for the marina excavation project on March 11, 2019, ranging in price from \$850,895.25 to \$1,357,529.42; and

WHEREAS, the Town of Frisco recommends Columbine Hills Concrete for the marina excavation project at a hard cost of \$850,895.25; and

WHEREAS, Columbine Hills Concrete is a local Silverthorne, Colorado, business and is a Civil Contractor capable of self-performing all aspects of a civil construction project; and

WHEREAS, Columbine Hills Concrete installed all of the current site concrete at the Marina and will self-perform every aspect of the project from the underground utilities to the concrete and asphalt paving.

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

The attached Contract for Construction Services between the Town and Columbine Hills Concrete 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 26TH DAY OF MARCH, 2019.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 26th day of March, 2019, by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation with an address of 1 Main Street, Frisco, CO 80443 (the "Town"), and Columbine Hills Concrete, Inc., an independent contractor ("Contractor") (collectively the "Parties").

For the consideration described herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Scope of Work. Contractor shall perform the following described work (the "Project"), in accordance with this Agreement and the Contract Documents, which Contract Documents are as defined in the General Conditions attached hereto and incorporated herein by this reference as Exhibit "A" The Project is generally described as follows:

The Frisco Bay Marina - Phase 1 Site Improvements - The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B (including all referenced attachments,) which Exhibit is incorporated herein by this reference.

1. Bonds. Within ten (10) days of the date of this Agreement, Contractor shall provide the performance and payment bonds and certificate of insurance required by the Contract Documents.

2. Commencement and Completion of Work. Contractor shall commence the Project within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Project shall be accomplished by June 1, 2019, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Project shall be accomplished within ten (10) days of the date of Substantial Completion.

3. Compensation/Contract Price. The Town agrees to pay Contractor, subject to all of the terms and conditions of the Contract Documents, for the Project, an amount not to exceed Eight hundred fifty thousand, eight hundred ninety five dollars and twenty-five cents (\$850,895.25) (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

4. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Summit County, Colorado.

5. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

6. Integration. This Agreement and any attached exhibits constitute the entire Agreement between Contractor and the Town, superseding all prior oral or written communications.

7. Third Parties. There are no intended third-party beneficiaries to this Agreement.

8. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed to:

The Town: Town of Frisco
P.O. Box 4100
Frisco, CO 80443
Attn: Tom Hogeman
General Manager, Frisco Bay Marina

Contractor: Columbine Hills Concrete, Inc.
P.O. Box 2369
Silverthorne, CO 80498
Attn: Scott Downen
President and Owner

9. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

10. Modification. This Agreement may only be modified upon written agreement of the Parties.

11. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either party without the written consent of the other.

12. Governmental Immunity. The Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred eighty-seven thousand dollars (\$387,000) per person and one million ninety-three thousand dollars (\$1,093,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

13. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

EXHIBIT A TO CONSTRUCTION AGREEMENT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS:

- A. Invitation to Bid;
- [B. Bid Form];**
- [C. Bid Schedule];**
- D. Construction Agreement;
- E. General Conditions;
- F. Special Conditions;
- G. Technical Specifications;
- H. Notice of Award;
- I. Notice to Proceed;
- J. Payment Bond;
- K. Performance Bond;
- L. Construction Drawings;
- M. Documentation submitted by Contractor prior to Notice of Award; and
- N. Addenda 1

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Construction Agreement authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.04 CONTRACT PRICE:

The amount set forth in Paragraph 3 of the Construction Agreement.

1.05 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 2 of the Construction Agreement.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Saturday, Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed and final payment may be made.

1.08 PROJECT:

The construction task or tasks more fully described in the "Scope of Work" provisions (Exhibit B) of the Construction Agreement.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Project.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Project, or when the Town may occupy or take possession of all or substantially all of the Project and put it to beneficial use for its intended purposes.

1.12 TOWN

The Town of Frisco, Colorado, a Colorado municipal corporation.

1.13 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a

Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

The Town shall provide Contractor with written assurance of additional appropriations should any change in the Work result in an increase in the Contract Price exceeding the amount originally appropriated for the Work.

2.07 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.08 NO DAMAGES FOR DELAY:

The Town shall not amend the Contract Price nor shall Contractor be entitled to additional compensation of any sort for costs or damages incurred as a result of any delays in performance unless such delay is the direct result of the acts or omissions of the Town or persons acting on behalf of the Town, in accordance with C.R.S. § 24-91-103.5.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

In order to induce Town to enter into the Contract, Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;
- b. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and
- d. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Project and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project site(s) necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Project to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site(s), Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement or the Scope of Services if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general 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, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work on the Project, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project Site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

Upon final acceptance of the Project, the Town shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Town shall, when required by C.R.S. § 38-26-107(1), publish a "notice of final payment" in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts to the Town. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.

Regardless of whether "notice of final payment" is required by state statute, final payment shall not be made to the Contractor until the Town has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Town.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Final Completion is delayed after the Final Completion date stated in the Construction Agreement, as modified through approved change orders, Contractor shall be assessed the following amounts:

Contract Price	Amount per day
\$0-\$50,000	\$350
\$50,000-\$100,000	\$380
\$100,000-\$250,000	\$440
\$250,000-\$500,000	\$520
\$500,000-\$1,000,000	\$640
\$1,000,000-\$2,000,000	\$820
\$2,000,000-\$4,000,000	\$1,080
\$4,000,000-\$8,000,000	\$1,450
\$8,000,000-\$12,000,000	\$1,820
\$12,000,000 or greater	\$2,250

B. Allowing Contractor to continue and finish the Work or any part thereof after the Final Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from

liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 ITEMS NOT INCLUDED IN BID:

No additional compensation shall be paid for any costs or services listed in the Contract Documents but not specifically listed in the Bid as a Bid item.

7.06 CHANGES IN QUANTITY:

A. Except as provided in Section 7.07, the unit Bid price shown in the Bid Schedule shall be used to determine the payment owed Contractor for any changes in quantity.

B. The actual quantity placed, as determined by the Project Manager, shall be used to calculate the payment due to Contractor.

C. Prior to any Work being performed in excess of any of the Bid Schedule quantities, Contractor shall notify the Town, in writing, of every quantity that will exceed one hundred five percent (105%) of the quantity listed on the Bid Schedule.

D. Except as provided in Section 7.08, Contractor shall not be entitled to compensation for any increased expense, loss of expected reimbursement or loss of anticipated profits, directly or indirectly caused by any changes in quantity.

7.07 BID PRICE ADJUSTMENTS:

A. When a major item is increased to more than one hundred twenty five percent (125%) or decreased below seventy five percent (75%) of the original quantity stated on the Bid Schedule, the unit Bid price shall be modified by written change order. Payment for major items shall be calculated by multiplying the actual quantity placed by the modified Bid price.

B. For purposes of this Section, a major item is any item having a Bid value, determined by multiplying the Bid quantity by the unit Bid price, that exceeds ten percent (10%) of the original Contract Price.

7.08 ELIMINATED ITEMS:

Should any items contained in the Bid Schedule be found unnecessary for completion of the Work, the items shall be eliminated. The Contract Price shall be modified through written change order, and the amount of the change order shall be the eliminated quantity multiplied by the unit Bid price stated in the Bid Schedule, minus any reasonable costs incurred by Contractor for the eliminated items. Reasonable costs shall be determined by the Project Manager based on

information provided by Contractor, and may include mobilization of eliminated materials and equipment mobilization costs, if the sole purpose of the equipment was to place the eliminated material. In no case shall the costs exceed the amount of the eliminated items.

7.09 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

7.10 COST RECORDS:

Contractor shall make cost records available to the Town if the Town deems it necessary to determine the validity and amount of any item claimed.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Construction Agreement.

2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Construction Agreement with the Owner, dated the _____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void;

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from

Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

5. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond 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 e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
Project Manager: Rick Higgins
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and

proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that Construction Agreement with the Owner, dated the ____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof,

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Construction Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

1.2.2 Have either received a rejection in whole or in part from Contractor, or not

received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

7. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Contractor to be in default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

9. Any notice to the parties required under this Bond 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 e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
Project Manager
P.O. Box 4100
Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

PRINCIPAL

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

NOTICE OF AWARD

Columbine Hills Concrete, Inc.
P.O. Box 2369
Silverthorne, CO 80498
Attn: Scott Downen, President and Owner

Re: Frisco Bay Marina Phase 1 Site Improvements

Dear Mr. Downen:

Thank you for submitting a bid for the Frisco Bay Marina Phase 1 Site Improvements project.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the Frisco Bay Marina Phase 1 Site Improvements project.

Enclosed please find an original and duplicate original Construction Agreement. Please review and sign both, then within ten (10) days return both to me along with your Payment Bond and Performance Bonds, each in the full amount of the Contract Price, as well as your Certificate of Insurance in the amounts required by the Agreement. When dating these documents, make sure all dates on all documents are the same. Return all the documents at the same time, in the same envelope.

Upon receipt of the two (2) executed copies of the Construction Agreement, the Town will execute both, then one fully executed original will be returned to you.

Should you have any questions, please call me at (970) 418-0910.

Sincerely,

Tom Hogeman
Title: General Manager, Frisco Bay Marina

NOTICE TO PROCEED

Date: March 26, 2019

Columbine Hills Concrete, Inc.
P.O. Box 2369
Silverthorne, CO 80498
Attn: Scott Downen, President and Owner

Re: Frisco Bay Marina Phase 1 Site Improvements Project

Dear Mr. Downen:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Construction Agreement between you and the Town of Frisco concerning the Frisco Bay Marina Phase 1 Site Improvements project.

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within 67 days from the date of this letter.

Should you have any questions, please call me at (970) 418-0910.

Sincerely,

Tom Hogeman
Title: General Manager, Frisco Bay Marina

COLORADO BID BOND

BOND NO. NOT APPLICABLE

AMOUNT OF BOND: \$ Five Percent (5%) of the Total Amount
of the Bid

KNOW ALL MEN BY THESE PRESENTS, that COLUMBINE HILLS CONCRETE, INC.,*
hereinafter called the PRINCIPAL, and WESTFIELD INSURANCE COMPANY, a corporation
duly organized under the laws of the State of Ohio, having its principal place
of business at 1 Park Circle, Westfield Center in the State of Ohio
, and authorized to do business in the State of Colorado, as SURETY, are
held and firmly bound unto the Town of Frisco, hereinafter called the OBLIGEE, in the sum of
Five Percent (5%) of the Total Amount of the Bid DOLLARS (\$ _____), for the payment of
which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents as follows:

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

Frisco Bay Marina - Phase 1 Site Improvements

(Describe project)

said Bid, by this reference thereto being hereby made a part hereof; and

WHEREAS, the OBLIGEE has required as a condition for receiving said Bid that the
PRINCIPAL furnish the OBLIGEE with security as provided herein;

NOW, THEREFORE, if the PRINCIPAL shall, within sixty (60) days after Bid Opening:

(A) On the prescribed forms presented to him for signature, enter into a written Formal
Contract with the OBLIGEE in accordance with his Bid as accepted, give Performance and
Payment Bonds with good and sufficient Surety or Sureties as is required upon the forms
prescribed in the Contract Documents, and deliver the certificates of insurance required by the
Contract Documents, or

(B) Pay to the OBLIGEE the said sum of this bond as liquidated damages, and not as a
penalty,

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
CYNTHIA M. BURNETT, DOUGLAS J. ROTHEY, JOINTLY OR SEVERALLY

of LITTLETON and State of COlls true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 13th day of MARCH A.D., 2015 .

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 13th day of MARCH A.D., 2015 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 11th day of March A.D., 2019



Frank A. Carrino
Frank A. Carrino, Secretary

ADDENDUM 3

BID TABULATION - FRISCO BAY MARINA

PHASE 1 - REQUEST FOR PROPOSAL -3/6/2019

ITEM NO.	CONTRACT ITEM	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE	NOTES
1	Removal of Asphalt and Concrete	LS	1	\$ 6,500.00	\$ 6,500.00	Includes island, ADA sidewalk ramp, utility branch ex. pavement, curb & gutter, sawcut
2	CDOT CL6 Base Course	TON	2,363	\$ 36.00	\$ 85,068.00	Includes all structural base course, labor and materials, see structural items below
3	Sand LABOR ONLY (Material & Delivery is Alt #1)	CY	6,387	\$ 4.00	\$ 25,548.00	Includes all labor
4	Geotextile Fabric	SY	12,774	\$ 1.25	\$ 15,967.50	Includes labor and materials
5	Boat Ramp Concrete	SY	1,118	\$ 101.25	\$ 113,197.50	Includes formwork, labor and materials, reinforcement, ramp basin, cutoff walls
6	Sidewalk/ADA Ramp Concrete	SY	982	\$ 51.75	\$ 50,818.50	Includes formwork, labor and materials, see Item No 2 for bedding
7	Concrete Drainage Pan	LF	128	\$ 36.00	\$ 4,608.00	Includes formwork, labor and materials, see Item No 2 for bedding
8	Concrete Curb & Gutter	LF	1,150	\$ 22.50	\$ 25,875.00	Includes formwork, labor and materials, see Item No 2 for bedding
9	ADA Gangway Access Abutment	LS	1	\$ 5,800.00	\$ 5,800.00	Details TBD, includes reinforcement
10	Asphalt Paving	TON	850	\$ 118.00	\$ 100,300.00	Includes labor and materials, see Item No 2 for bedding
11	Storm Drain 18" HDPE	LF	192	\$ 86.00	\$ 16,512.00	Includes all excavation, bedding, backfill, labor and materials
12	Storm Drain 36" Perforated HDPE	LF	69	\$ 215.00	\$ 14,835.00	Includes all excavation, bedding, drywell, cobble, backfill, labor and materials
18	5' DIA. Manhole	EA	2	\$ 6,985.00	\$ 13,970.00	Includes all excavation, bedding, backfill, labor and materials
19	CDOT Type 13 Valley Inlet	EA	1	\$ 4,795.00	\$ 4,795.00	Includes all excavation, bedding, backfill, concrete collar, labor and materials
20	CDOT Type 13 Valley Grate	EA	2	\$ 550.00	\$ 1,100.00	Includes all labor and materials
21	CDOT Type 13 Combo Inlet	EA	1	\$ 5,275.00	\$ 5,275.00	Includes all excavation, bedding, backfill, labor and materials
13	Water Main 8" DIP	LF	776	\$ 96.00	\$ 74,496.00	Includes all excavation, bedding, backfill, valves, bends, thrust blocks, reducer, flowfill (as required), labor and materials
14	Water Main 6" DIP	LF	5	\$ 485.00	\$ 2,425.00	Includes all excavation, bedding, backfill, valves, bends, thrust blocks, flowfill (as required), labor and materials
15	Fire Hydrant Assembly	EA	1	\$ 8,450.00	\$ 8,450.00	Includes all excavation, bedding, backfill, valve, labor and materials
17	Sanitary Sewer 8" C900 PVC	LF	338	\$ 98.00	\$ 33,124.00	Includes all excavation, bedding, backfill, cleanouts, insulation (as required), labor and materials
22	Erosion Control	LS	1	\$ 13,000.00	\$ 13,000.00	
23	Construction Surveying	LS	1	\$ 7,250.00	\$ 7,250.00	
24	Mobilization	LS	1	\$ 16,000.00	\$ 16,000.00	

ADDENDUM 1 CHANGES	
ADDENDUM 2 CHANGES	
ADDENDUM 3 CHANGES	

TOTAL PRICE \$ 644,914.50

Contractors Bid Total \$ 644,914.50

Add/Alternate #1 \$ 32.25

Six Hundred Forty Four Thousand Nine Hundred Fourteen Dollars and Fifty Cents
(written total)

Unit Price of Sand Delivered per CY

Submitted By Columbine Hills Concrete, Inc.
(company)

Scott Downen, President
(Authorized Personnel, Printed Name)

3/11/2019
(Date of Bid)

Company Experience

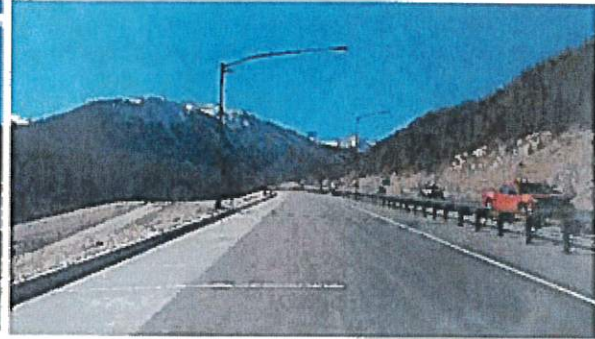
Previous Construction Experience in the Colorado Mountains

CHC exclusively works on and specializes in Colorado Mountain Region projects above 9000 ft. elevation. The following is a brief list of highlighted high altitude environment projects:

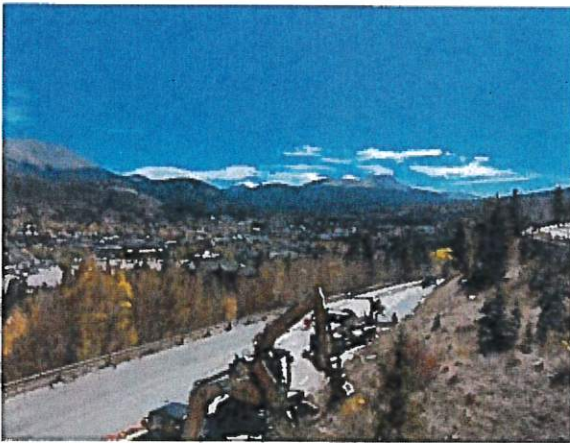
Elev.	Year(s)	Project	Owner	Description of work
9700'	2018	Ski Hill Rd. Retaining Wall	Town of Breckenridge	Demo of existing retaining wall & sidewalk, structure excavation, structural concrete footing & retaining wall, concrete curbs & sidewalks, pedestrian handrail, asphalt paving.
9100'	2017	Lodgepole St. Improvements	Town of Dillon	Demo of existing sidewalks, curbs, & asphalt, waterline, storm drain, site grading, riprap, concrete ADA ramps, curb & sidewalks, asphalt paving, striping, revegetation.
9600'	2017	4 O'clock Round-a-bout	Town of Breckenridge	Demo of existing sidewalks, curbs, & asphalt, storm pipe & inlets, waterline & fire hydrant, electrical conduit & street lights, site grading, concrete ADA ramps, curb & sidewalks, heated sidewalks, decorative concrete medians, asphalt paving, landscaping, striping.
9100'	2014- 2016	Main St. Frisco Phases 1, 2, & 3	Town of Frisco	Demo of existing sidewalks, curbs, & asphalt, storm drain, electrical conduit & street lights, site grading, concrete ADA ramps, curb & sidewalks, decorative masonry pavers, asphalt paving, striping.
10,600'	2016	SH6/I-70 Chain Station & Accel Lane	CDOT	Mass fill import and site grading, storm pipe & inlets, electrical conduit & lighting, concrete paving, interstate & chain station asphalt paving, guardrail, striping & signs.



Asphalt Paving for CDOT near Eisenhower Tunnel.



New Chain Station constructed for CDOT near Eisenhower Tunnel.



Pouring Concrete sidewalk in late Fall at Ski Hill Rd. in Breckenridge.



New Round-a-bout constructed for the Town of Breckenridge.

Staff Experience

Scott R. Downen
President and Owner
Columbine Hills Concrete, Inc.



Scott Downen has spent the last 37 years involved in construction dealing with over \$190,000,000 in contract procurement and management practices. Columbine Hills Concrete, Inc. (CHC) has been servicing the central mountain region specializing in high altitude, cold weather construction practices and procedures, and contract management. This year, 2018, marks the 33rd year of successful operations for Columbine Hills Concrete, Inc.

CHC started out as a concrete flatwork company. Over the years, the company adapted to a changing construction environment by adding a variety of services including asphalt paving, saw cutting, core drilling, excavation, utilities, pipeline, hauling, and snowplowing. These changes helped develop the company into a more competitive, self-performing civil construction/general contracting company which specializes in government sector work.

EDUCATION
Colorado Mountain College
AA Degree Outdoor
Recreation
1980

Adams State College
Bachelor of Arts in
Recreation
1978

**TOTAL YEARS OF
EXPERIENCE**
37

YEARS WITH CHC, INC.
33

LICENSES
Town of Breckenridge
Town of Dillon
Town of Frisco
Town of Silverthorne
Summit County
Colorado Department of
Transportation
SAM (Federal Government)

**PROFESSIONAL
AFFILIATIONS**
ACI
CSDA
ECS

PROJECT EXPERIENCE WITH SUMMIT COUNTY GOVERNMENT:

- Ten Mile Recreation Path and Pedestrian Bridges
- Summit Cove Loop Phases 1-4
- Moonstone FDR and Drainage Improvements
- Swan Mountain Road Reconstruction and Drainage Improvements

BUSINESS MANAGEMENT PRACTICES INCLUDE:

- Tax Law
- Human resources & employee benefits
- Immigration law and Employer Compliance
- Insurance Acquisition including Liability, Umbrella, Workman's Compensation
- Equipment purchasing and financing
- Banking relationships
- Philanthropy to local organizations

**CONSTRUCTION BACKGROUND INCLUDES EXPERTISE AND
CONTINUING EDUCATION IN THE FOLLOWING AREAS:**

- Estimating, project management, scheduling, contract administration, materials purchasing
- Preparation and review of pay requests for contractor/owner/subs
- Change order preparation and development
- Contract close-out procedures
- QA/QC control supervision
- Project Coordination
- Soil anchoring systems, testing of soils, concrete and asphalt
- Structure demolition
- Excavation, backfill and compaction practices
- Storm water vaults/culverts and pipeline
- Erosion and sediment control
- Water and stream diversion
- Timber clearing
- Structural concrete, flat concrete slabs on grade and elevated decks
- Site concrete including roadway pavement, asphalt paving and patching
- Waterproofing and drainage membranes
- Scott is an active member of the community in which he donates his time and services to many local organizations, schools, and community events.

Alan Scheibe

Vice President
Columbine Hills Concrete, Inc.



As a Summit County resident since 1979, Al has been the driving force behind the Asphalt Paving division of Columbine Hills Concrete, Inc. since 1992. His experience includes, but is not limited to, excavation, pipeline and storm sewer installation as well as grading and all phases of asphalt paving. Al's asphalt background spans from small residential projects, to large municipalities throughout the Rocky Mountain region such as Town of Frisco, Town of Dillon, Town of Breckenridge as well as Summit County Government.

Al has also been responsible for hiring CDL truck drivers, scheduling trucks (internally and externally) to haul materials and equipment to and from job sites, repairs and maintenance of vehicles and equipment, and oversight of shop activities.

PROJECT EXPERIENCE:

2018 TOWN OF BRECKENRIDGE – Asphalt Overlay

\$644K Asphalt Paving
Milling and Asphalt Overlay

2018 TOWN OF FRISCO – Milling & Paving Ten Mile & Meadow Drive

\$258K Asphalt Paving
Milling and Asphalt Overlay

2018 PCL – CDOT Maintenance Shed

\$591K Asphalt Paving

2017 SUMMIT COUNTY ROAD & BRIDGES – Summit Cove Loop

\$1M Reconstruction of Summit Cove Loop
Excavation, Culverts and Asphalt Overlay

2017 SUMMIT COUNTY ROAD & BRIDGES – Boreas Pass Road

\$548K Reconstruction of Boreas Pass Road
Excavation, Culverts and Asphalt Overlay

2016 CDOT – Clear Creek County I-70 Chain Station

\$3M Construction of Chain Station
Excavation, Culverts, Fill, Asphalt Paving

2016 TOWN OF BRECKENRIDGE – Asphalt Overlay

\$680K Milling and Asphalt Overlay

2015 TOWN OF FRISCO – Phases I, II, III, IV

\$5M Reconstruction of Main Street Frisco
Removal and replacement of existing road - Excavation, Culverts, Fill, Asphalt, Pedestrian Walkways, and new lighting

2015 TOWN OF DILLON – Reconstruction of Ensign Drive

\$665K Reconstruction of Ensign Drive
Removal and replacement of existing road – Excavation, Culvert, Asphalt

EDUCATION

United States Air Force
Military Service

Emphasizing in Procurement
& Mechanics

TOTAL YEARS OF EXPERIENCE

38

YEARS WITH CHC, INC.

27

TRAINING

MSHA – New Miner
Materials Testing

PROFESSIONAL AFFILIATIONS

CAPA
RMAC

REFERENCES

Eric Cottingham / Summit
County
Asset Technician
970-668-4087

Eric.cottingham@summitcou
ntyco.gov

Tom Daugherty / Town of
Silverthorne
Public Works Director
970-262-7353

tdaugherty@silverthorne.org

Michael Voxakis / CDOT
Project Engineer
303-512-5662

Michael.voxakis@state.co.us

James Letson

Project Manager/Estimator/Superintendent
Columbine Hills Concrete, Inc.



James Letson has been with Columbine Hills Concrete, Inc. for the past 7 years. He has extensive knowledge in estimating/budgeting, managing projects and field supervision from small residential to large scale civil for the past 10 years. He has successfully completed numerous projects at the Federal, State and Local government levels. James' background includes expertise and continuing education in the following areas: estimating, project management, scheduling, contract administration, material purchasing, preparation and review of pay requests for owner's and subs, change orders, contract close-out, project coordination, public information, quality control, demolition, excavation & backfill, compaction practices, storm water vaults/culverts, pipeline, water diversion / dewatering, erosion control, clearing, structural concrete, site concrete, asphalt paving & patching, grading, survey/grade control, pedestrian bridges and much more. James' experience with municipalities spans throughout the mountain communities, including the Town of Frisco, Town of Breckenridge, Town of Dillon and Summit County Government.

EDUCATION

Northern Michigan University
Bachelor of Science in
Construction Management
2006

TOTAL YEARS OF
EXPERIENCE
12

YEARS WITH CHC, INC.
7

TRAINING

OSHA 30 HR
Competent Person
ACI Field Technician
Microsoft Project
CAD

REFERENCES

Grant Anderson / CDOT
Region 3 Manager
303.512.5601

Robert Jacobs/ Summit
County Road & Bridge
Director
970.668.4212

Dale Stein / Summit County
Capital Project Manager
970.668.4198

Dan Burroughs / Town of
Dillon Engineer
970.262.3405

PROJECT EXPERIENCE:

2018 The Alders Site Development-----

\$1.4 M • Site Development

Tree Removal, Clearing & Grubbing, Excavation & Embankment, Water & Sewer
Mains & Services, Fire Hydrants, Import & Export of Materials, Grading, Concrete &
Asphalt Paving

Tim Crane, Compass Homes Development
970.418.1598

Joe McGlicic, Ten Mile Engineering
970.485.5773

2017 Summit Cove Loop Project-----

\$1.1 M • Reconstruction of Roadway and Drainage Improvements.

Excavation, Replacement of Culverts, FDR, Grading, Site Concrete, Asphalt Paving,
Traffic Control, Revegetation.

Eric Cottingham, Summit County, Gov.
970.668.4087

Don Leinweber, Civil Insight
970.376.4858

2014 - 2016 Town of Frisco Main Street Revitalization-----

\$6.0 M • Reconstruction and Drainage Improvements to All of Main Street Frisco

Excavation, Storm Pipe + Drainage Structures, Demolition, Subgrade Stabilization,
Grading, Site Concrete, Asphalt Paving, Traffic/Pedestrian Control.

Rick Higgins, Town of Frisco
970.485.5099

Mark Luna, Martin & Martin
970.389.5750

2013 TEN MILE CANYON RECREATION PATHWAY-----

\$1.5M • Construction of 1.5 Miles of Pedestrian Pathway near Copper Mtn.

Excavation, Culverts, Fill, Asphalt, Pedestrian Bridges & Abutments

Brad Eckert, Summit County, Gov.
970.668.4213

Chad McFarland, Tetra Tech
970.453.6394

2013 MAIN STREET REVITALIZATION PROJECT-----

\$750K • Reconstruction of Multiple Intersections on Main Street Breckenridge

Removals, Inlets/Manholes, Storm Pipe, Grading, Site Concrete, Asphalt Paving,
Electrical, Landscape, Traffic & Pedestrian Control and Safety

Chris McGinnis, Town of Breckenridge
970.668.4213

Dale Stein, Town of Breckenridge
970.453.6394



Andy has been with Columbine Hills Concrete, Inc. for the past 3 years. Prior to his time at Columbine Hills Concrete, Inc., he spent 10 years with a heavy civil contractor specializing in highway bridge and in-water construction work. Andy's experience in the construction field includes construction of concrete and steel bridge structures, structural concrete, dewatering/water diversion, retaining/MSE walls, traffic control/signing/stripping, concrete and asphalt roadway paving, site concrete, bridge deck resurfacing overlays, pipework, commuter light rail, rockfall fence, and erosion control. Major duties include: scheduling, procuring materials, field engineering, reporting financial projections/forecasts, change order pricing/negotiations, writing subcontracts and purchase orders, developing RFI's and submittals, owner/subcontractor/supplier coordination, and coordinating daily crew activities.

PROJECT EXPERIENCE:

2018 - Ski Hill Rd. Retaining Walls-----

\$850 k • Remove & Replace existing Sidewalk and Retaining Wall
 Concrete/asphalt removal, structure excavation, structural concrete retaining wall & footing, pedestrian handrail, curb & gutter, sidewalk, temporary concrete barrier, & traffic control.

Chris McGinnis 970.418.1598	George Benecke, CTL Thompson 970.485.5773
--------------------------------	----------------------------------------------

2018 - Summit Cove Loop Project-----

\$2.4 M • Reconstruction of Roadway and Drainage Improvements
 Excavation, Replacement of Culverts, FDR, Grading, Site Concrete, Asphalt Paving, Traffic Control, Revegetation.

Eric Cottingham, Summit County, Gov. 970.668.4087	Don Leinweber, Civil Insight 970.376.4858
------------------------------------------------------	----------------------------------------------

2018 - Rainbow Park – Town of Silverthorne-----

\$800 k • Remove and Construct new Park
 Tree Removal, Clearing & Grubbing, Excavation & Embankment, Water & Sewer Services, Import & Export of Materials, Grading, Concrete & Asphalt Paving, Bathroom & Pavilion Structures

Tom Daugherty, Town of Silverthorne 970.262.7353	Susan Pearson, Town of Silverthorne 970.319.8951
-----------------------------------------------------	-----------------------------------------------------

2017 - 4 O'Clock Round-a-Bout-----

\$1.1 M • Reconstruction of Roadway and Drainage Improvements.
 Concrete/Asphalt removals, roadway re-alignment, storm drain, electrical & street lighting, water service line, fire hydrant, concrete curb & sidewalk, decorative concrete slope paving, asphalt, striping, signage, landscaping

Chris McGinnis 970.418.1598	Dale Stein 970.668-4198
--------------------------------	----------------------------

2016 – I-70/SH6 Chain Station and Acceleration Lane-----

\$2.9 M • Installation of new chain station
 Clear & Grubbing, Storm drain, electrical conduit and lights, Mass import fill & grading, detention ponds, Concrete headwalls, pedestrian railing, Concrete Paving, Interstate Asphalt Paving, Guardrail, Striping, Signage, Re-veg, Traffic Control

Scott Wagner, CDOT 303.501.5047	Kevin Brown, CDOT 720.497.6954
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EDUCATION
 Pittsburg State University
 Bachelor of Science in
 Construction Engineering
 Technology

**TOTAL YEARS OF
 EXPERIENCE**
 18

YEARS WITH CHC, INC.
 3

TRAINING
 OSHA 30 HR
 Competent Person
 ACI Field Technician
 Traffic Control Supervisor
 Erosion Control Supervisor
 Microsoft Project

REFERENCES

Tom Schuerman / CDOT
 Region 3 Project Engineer
 970.409.0009

Scott Wagner / CDOT
 Region 1 Project Engineer
 303.501.5047

Eric Cottingham / Summit
 County Road & Bridge
 970.668.4087

Susan Pearson / Town of
 Silverthorne Engineer
 970.319.8951

QC Management

Internal Quality Control Management/Procedures

Quality control is three parts with a well thought out plan that is safe, productive, and correct per the plans and specifications. Quality control planning starts at the time of the bid when the means and methods are established for a high quality, safe and efficient job.

For CHC, projects are managed in the field, not from an office. The Project Manager for the project will be in the field. Quality control management typically starts with the projects Project Manager meeting with the surveyor to go over what is needed for horizontal and vertical control. After in field staking of points by the professional surveyor, the Project Manager and field Foreman verify that the stakes seem correct based on the plans and in field conditions. The following are the typical processes for different types of work.

Underground Utilities:

Utility locates are to be called in by the Project Manager prior to work to verify the planned alignment does not have any potential conflicts. Alignment and depth is first checked off of the field stakes placed by the surveyor. The Project Manager or Foreman are to verify that the minimum bury depths are established. The Town will also be able to inspect bury depths of the utilities prior to being covered up. The trench backfill will be tested in lifts by the Geotech to insure proper compaction.

Concrete:

Concrete forms and string lines are initially set based off of the field survey stakes. Prior to the pour, the Project Manager is to then double check rebar clearances, that the drainage is correct on curbs and valley pans, and sidewalks are less than 2% cross-slope. When concrete is on-site, the concrete is to be tested for slump and air content and the correct mix design is to be verified prior to placement. During the pour, concrete slopes are to be constantly checked by the Project Manager with a smart level to verify positive drainage and that cross-slopes are less than 2% during finishing.

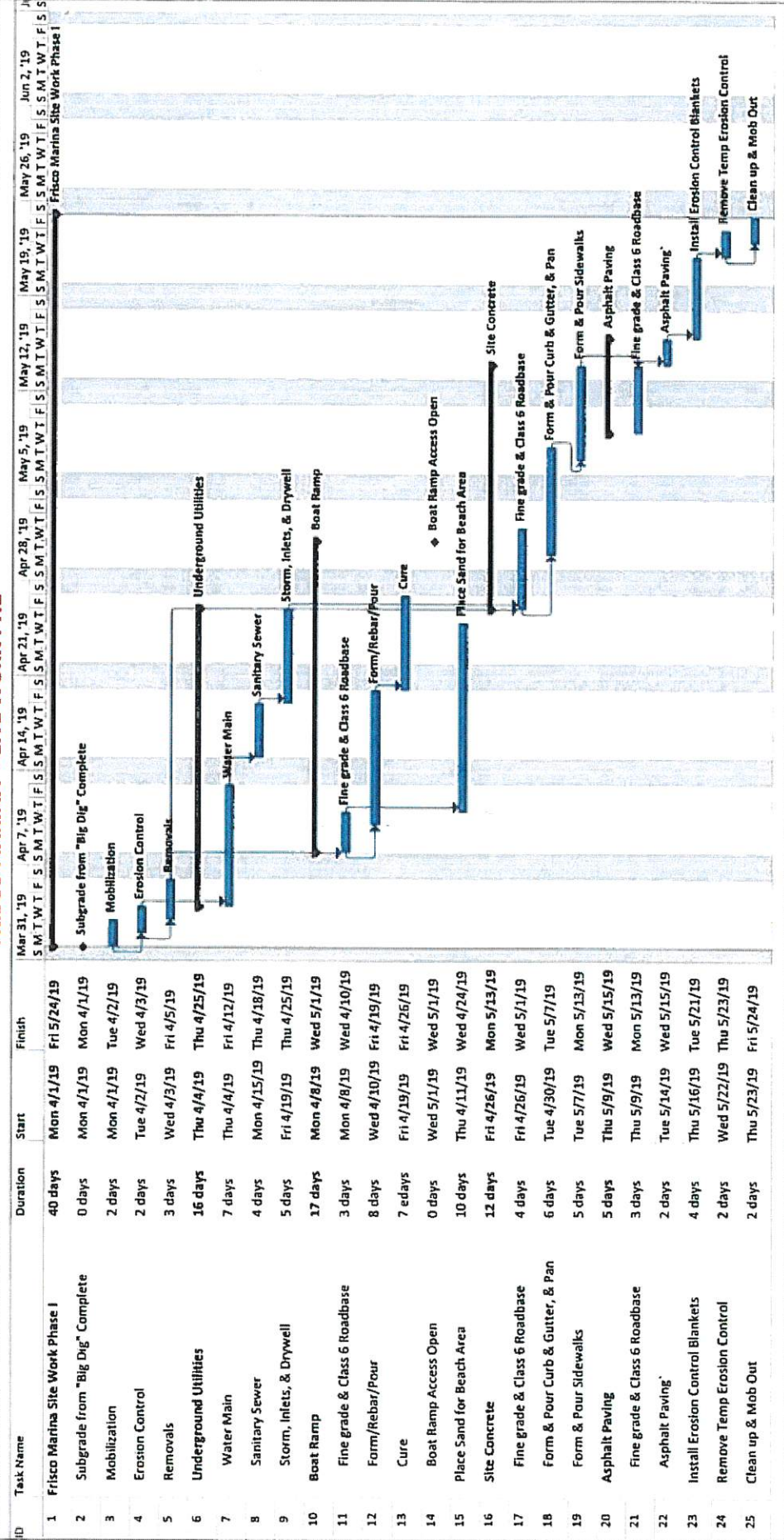
Roadbase:

Proof rolling of subgrade prior to installation of roadbase is first to occur. Soft spots are to be marked out and scarified and re-compacted or removed and replaced. Blue-top stakes are to be installed to verify the top of roadbase elevation during final grading and compaction. During grading and compaction the geotech is to test the roadbase for density and moisture content.

Asphalt Paving:

The geotech will assist in asphalt paving to verify the roller pattern in order to achieve the correct asphalt density. Traffic will not be allowed on new asphalt until the asphalt mat has significantly cooled.

Construction Schedule



Project: Frisko Marina - Pre-bid Sc
Date: Mon 3/11/19

Task: Task Split Milestone Summary

Project Summary: Project Summary External Tasks External Milestone Inactive Task

Inactive Milestone: Inactive Summary Manual Task Duration-only

Manual Summary Rollup: Manual Summary Start-only Finish-only

Deadline: Progress:

Page 1 Mon 3/11/19

Sloped Concrete Experience

Contractor's Experience Relative with Sloped Concrete Paving

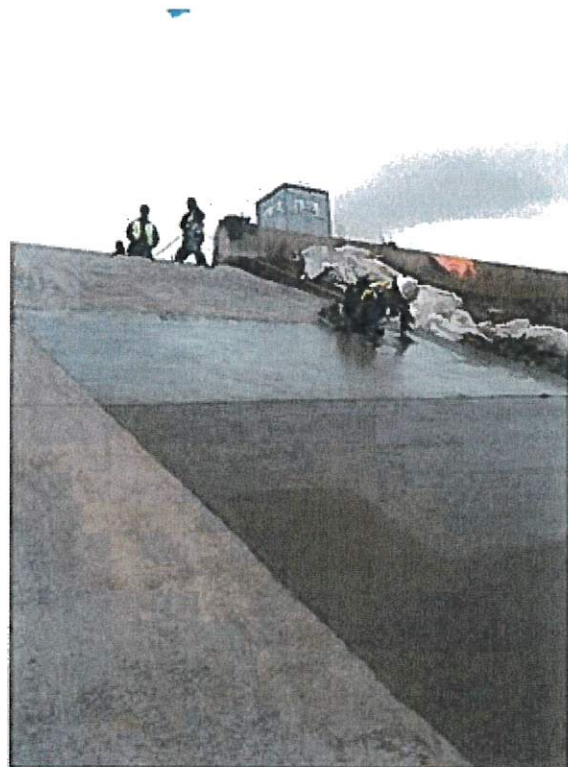
CHC has experience with many projects placing sloped concrete. A standout project with sloped concrete was for CDOT near the Eisenhower tunnel. The project name was The I-70 Sediment Control Phase III project. Concrete sloped paving was used as an erosion control surface to protect the slopes from erosion on I-70. The concrete slope paving project for CDOT consisted of about 2,200 SY of 5" thick reinforced concrete. What makes this project standout even more than the quantity, is that the grading, compaction, rebar installation, pouring, and finishing was all done on a slope of about 30 degrees (see pictures).

CHC has recently done two highway median projects with the Town of Breckenridge with decorative stamped sloped concrete at a 1:1 slope (see pictures). The 4 O'Clock Round-a-bout project in 2017 and the Hwy 9 Median project in 2014.

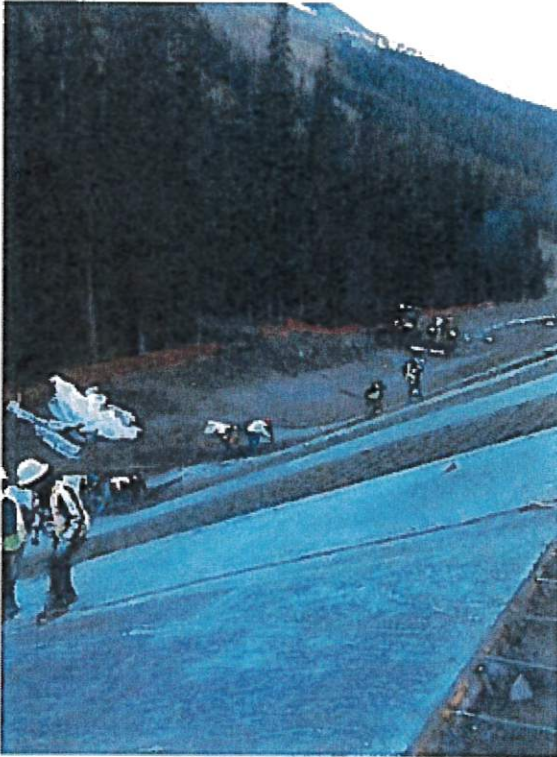
Specifically to boat ramp concrete slope paving, CHC constructed both the existing Dillon Marina and the existing Frisco Marina boat ramps.



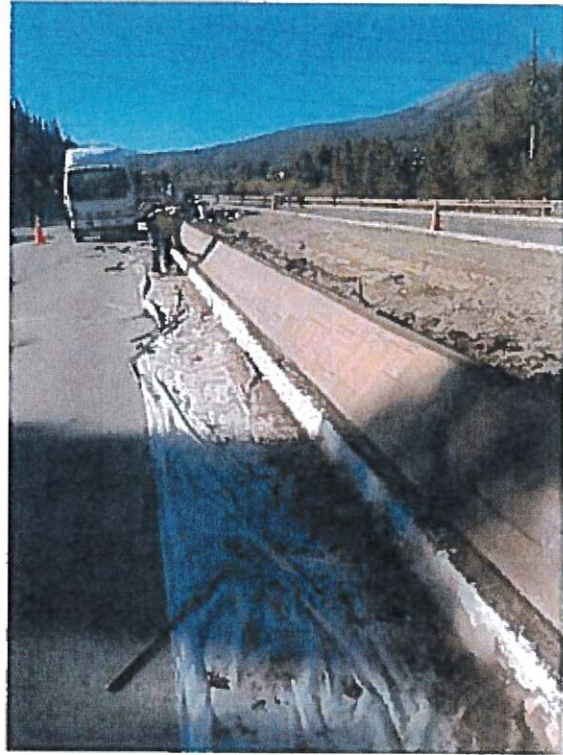
Pouring concrete slope paving on I-70 near the tunnel.



Finishing concrete slope paving on I-70 near the tunnel.



Staged concrete slope paving pours on I-70 near the tunnel.



Decorative sloped median concrete in Breckenridge.



Sloped concrete ramps and stairs at Breckenridge Riverwalk Center.



Sloped concrete ramps and stairs at Breckenridge Riverwalk Center.

Utility & Site Work Experience

Contractor's Experience relative with Utility and Site work

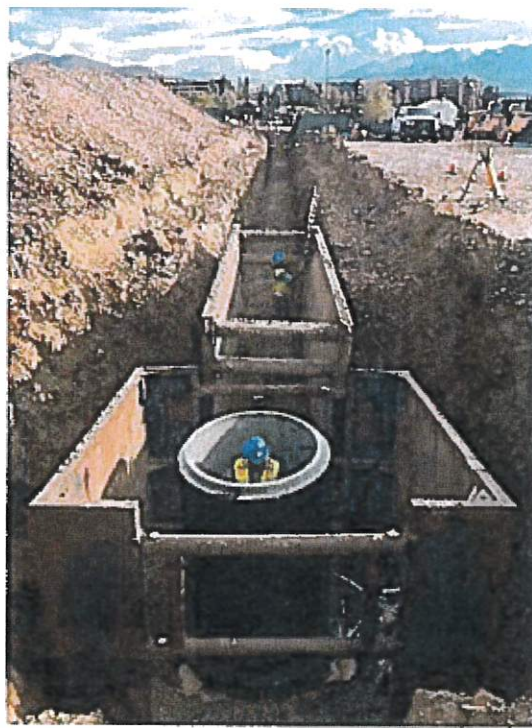
CHC is an experienced contractor in utility installation and site work. Recent highlighted projects include The Alders Development Phases 1, 2, & 3 in Keystone and Angler Mountain Ranch Development in Silverthorne.

These projects included installation of water mains (both C900 and Ductile Iron Pipe), Fire Hydrants, Wet Taps & Cut in Tee's and water services. These projects also included installation of sanitary sewer mains, sewer services, sanitary manholes and lift stations. Both projects also had a significant amount of storm sewer with the installation of both precast inlets for valley and curb applications and precast manholes.

Columbine also completed all of the surface work for these projects including all surface grading, asphalt paving and site concrete.



New water main install, Silverthorne, CO



New sanitary main install, Dillon, CO



Installation of new reinforced concrete storm pipe and inlets off I-70 near the tunnel.



Installation of new reinforced concrete storm pipe and inlets off I-70 near the tunnel.

Additional RFQP Requirements

Contractor's Financial Strength

CHC has been in business for over 30 years. Its strong financial strength has weathered the economic slow-downs through those years. CHC is also in good standing with all of its supplier accounts and subcontractors. References can be supplied upon request.

Contractor's ability to satisfy the insurance requirements noted in RFQP

The contractor acknowledges and will satisfy the insurance requirements as stated in section 16 of the RFQP.

Contractor's ability to bond

The contractor is able to bond this project. The contractor's bonding company for bid, performance, and payment bonds is Surescape Insurance Services. See attached bid bond in the bid documents tab.



Account #1367

Business / Sales Tax License
Expires on 12/31/2019

Columbine Hills Concrete Inc.,

*having paid the applicable fees to the Town Clerk of the Town of Frisco,
and having met all zoning requirements, is hereby granted a license to do business in the Town of Frisco*

Columbine Hills Concrete, Inc.
252 Warren Avenue 2G

GIVEN UNDER THE OFFICIAL SEAL OF
THE TOWN OF FRISCO ON 12/28/2018.

Gary Wilkinson, Mayor
Deborah Wohlmuth, Town Clerk



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER
RE: RESOLUTION 19-16, CONCERNING THE DESIGN/BUILD CONTRACT WITH MW GOLDEN CONSTRUCTORS FOR THE PENINSULA RECREATION AREA BUILDING
DATE: MARCH 26, 2019

Summary: The Town of Frisco budgeted for a new building at the Peninsula Recreation Area (PRA) in 2019. The project scope consists of a 4,000ft² prefabricated metal building to be built out with interior office space and maintenance and storage space. In addition to the design/build scope of work for this project, the work also includes the construction of the exterior restrooms attached to the Day Lodge to maximize the cost benefits/efficiency with a general contractor on site.

Four (4) teams submitted proposals for the project, and all four (4) teams were interviewed on March 12, 2019.

Based on their expertise, local knowledge and work, price, reputation, and their complete team, staff recommends working with MW Golden Constructors on this project.

Background: In 2016, SE Group worked with staff, Council and the community to identify future amenities and needs at the PRA. Through those processes, a new building was proposed for office, maintenance and housing needs. In 2017, Norris Design facilitated a charrette for site planning purposes at the PRA, which further outlined the need and placement of such a building at the PRA.

On November 13, 2018, NV5 (owner's representative) and staff presented the possible scope of this building to Council. Based on current and future needs and budget, the building was presented as a 4,000ft² building with 3,000ft² for storage/maintenance and 1,000ft² finished office spaces. The project would be a design/build delivery. Included in the discussion, but no direction, were the possibility of 1-2 caretaker units, a finished large room for TOF kids programs and activities, and office space for other non-TOF entities.

The RFQP for this project was released on February 7, 2019, with submittals due from candidates on March 4, 2019. The scope was to provide all design and construction services to implement the goals of the project, including but not limited to architectural design, civil, electrical, structural, mechanical engineering services and any specialty design consultants as required, as well as construction services including pricing and cost validation, scheduling, project administration and management. To reflect the actual office and storage needs, the scope is a 4,000ft² prefabricated metal building to be built out with 1,500ft² interior office space

and 2,500ft² of maintenance and storage space. The architecture will complement the other buildings and style at the PRA . There were two bid alternates associated with the RFQP:

Alternate #1 – A roughly 1,000ft² addition to the planned footprint that would have access to the building via an interior door as well as a separate exterior entrance. This flex space can be used for community meetings, TOF youth programs, staff meeting space, etc. It could be used to alleviate some of the pressure on both the Day Lodge and the Nordic Center. If this alternate is not accepted during pricing phase, design considerations should be made for a potential addition at a later time. This includes but is not limited to utility routing and stub outs, concealed header for future door, landscape design, and hardscape design.

Alternate #2 – The additional TI buildout of residential caretaker space that is accessed from the exterior of the building. The intent is to utilize the space above the offices and not increase the footprint of the planned building or retract from the usable footprint for office or maintenance. Four (4) teams submitted proposals, and all four (4) teams were interviewed on March 12, 2019.

Staff Analysis: NV5 (owner's representative) staff consisting of Chris Guarino and Brandon Keller and TOF staff consisting of Jeff Goble, Sara Skinner, and Diane McBride interviewed all four (4) teams on March 12, 2019, who submitted proposals for the design/build project. The four (4) teams were Hyder/O'Bryan, PCL/MSA, MW Golden/MSA, Jonoeco/GSG. Each of these teams consist of a general contractor and an architect, as well as a full team of professional engineers, project managers, superintendents, etc. A breakdown of the proposals and costs is included as a table at the end of this report.

- 1. Hyder Construction/O'Bryan Partnership Architects.** They had the lowest design and general conditions fees, and had a construction schedule of five (5) months. O'Bryan is based in Frisco. They both have relevant and local experience, including the design of the maintenance facility at the PRA and the design of the Public Works Addition (O'Bryan). The concerns with this team are the additional change orders and fees, which are unknown at this time but could become quite costly. They also did not capture the full scope of the project, which could add to additional scope and cost.
- 2. PCL/Matthew Stais Architects.** The three (3) team members all live in Summit County. They are currently working together on the Breckenridge Grand Colorado Peak 8 Building 3 Condominiums with a budget of \$76 million. Matthew Stais Architects (MSA) is on this team as well as the MW Golden Constructors team. When comparing these two teams with a familiar architect, Matt Stais has more control of the design and details with the MW Golden team compared to the PCL team. PCL had the highest general conditions fees and presented a very corporate product and process. They had a construction schedule of eight (8) months.
- 3. MW Golden Constructors/Matthew Stais Architects.** They came well-prepared to the interview with their entire team including Jason Golden, President of MW Golden Constructors, and Matthew Stais, Principal Architect with Matthew Stais Architects. Critical players on their team are familiar with the Town, the project, and were involved in the master planning processes at the PRA and the marina, including Megan Testin with Norris Design. Staff recently worked with MW Golden including Mr. Golden and Mike Weber, Project Manager, on the Public Works Addition. This project was on budget and only delayed by a few weeks. Their upfront design fees for this project are high compared to others, but these fees include the entire scope of the project. Any savings associated with fees will come back to the Town. They had the best grasp of the project and were unanimously the top choice of the selection committee. They had a construction schedule of six (6) months.

4. **Jonoeco/GSGarchitecture.** Both firms are based in Greeley, Colorado. They are capable and well-qualified and had a very good rapport with one another and the selection committee. The concerns with this team are the lack of familiarity with the mountains and their ability to get the project done. They had a construction schedule of five (5) months.

Staff recommends moving forward with a design/build contract with MW Golden Constructors. Staff is aware that MW Golden Constructors is not the low bid. In reviewing the attached table, please take note of the following:

- **Hard Costs.** MW Golden Constructors hard costs are \$1,038,303. Design/precon, external costs, general conditions and markups are added together and then subtracted from the project budget. This number reflects how much value the Town gets for the building. The higher the number, the better value for the Town. MW Golden Constructors/MSA are second to Hyder/O’Bryan, over by \$109,274. This number reflects the difference in price between the two contractors. On a building budget of \$1.5 million (actual budget is \$1.7 million, minus owner’s rep, 3rd party inspections/testing, and other direct to Town costs), this represents a 7% difference between the two bids.
- **Design Fees.** MW Golden Constructors’ design fees are the highest of the four (4) teams. Any cost savings in these line items will come directly back to the Town. Staff will work diligently with the architect and contractor to minimize costs.

Table 1: Design Build Bid Analysis – PRA Office and Maintenance Building

	Hyder/O’Bryan	PCL/MSA	MW Golden/MSA	Jonoeco/GSG
Design/Precon	\$105,265*	\$191,136	\$226,646	\$154,800
External Costs	\$200,000	\$200,000	\$200,000	\$200,000
General Conditions	\$156,844	\$441,357	\$147,865^	\$300,450
Markups	\$90,314	\$125,414	\$87,186	\$159,369
Total	\$552,423	\$957,906	\$661,697	\$814,619
Budget	\$1,700,000	\$1,700,000	\$1,700,000	\$1,700,000
Hard Costs	\$1,147,577	\$742,094	\$1,038,303	\$885,381

* Design cost was subject to 5.9% GC markup. Original value was \$99,400. Changes were made during the interview process.

^ Removed cost that was to be included as “direct cost of work”. Original value was \$229,571. Changes were made during the interview process.

Recommendation: Based on their expertise, local knowledge and work, price, reputation, and their complete team, staff recommends working with MW Golden Constructors on this project. On that basis, staff recommends the Town Council make a motion to approve the attached Resolution, “APPROVING AN AGREEMENT WITH MW GOLDEN CONSTRUCTORS FOR THE DESIGN/BUILD CONTRACT FOR THE PENINSULA RECREATION AREA BUILDING.”

Financial Impact: The design and construction of this building is included in the 2019 budget for \$1,700,000 (20-2000-5077). Passage of the recommended motion entering into an agreement with MW Golden for design/build services will result in an initial cost not to exceed \$226,646 for design fees. A separate agreement will be recommended at a later date for construction services, pending the results of the design and further cost analysis.

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

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

A RESOLUTION AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THAT CERTAIN AGREEMENT FOR THE PENINSULA RECREATION AREA BUILDING DESIGN BUILD CONSTRUCTION SERVICES WITH MW GOLDEN CONSTRUCTORS.

WHEREAS, the Town Council has determined that the design and construction of a new office and storage building at 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 competitive bid process for the design build services for the PRA office and storage building project on February 7, 2019, with proposals from qualified firms due on March 4, 2019; and

WHEREAS, the Town of Frisco received four (4) bids for the PRA building design build construction services on March 4, 2019; and

WHEREAS, the Town of Frisco interviewed all four (4) teams on March 12, 2019; and

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

WHEREAS, based upon that review, the Town Council has determined that it is in the best interests of the Town to enter into an agreement for Design Build Construction Services for the PRA building with MW Golden Constructors; and

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

The attached Contract for Design/Build Services between the Town and MW Golden Constructors is hereby approved and the Town Mayor and Town Clerk are hereby authorized to execute the same on behalf of the Town of Frisco at a cost, as set forth therein, not to exceed \$226,646 for design services.

INTRODUCED, READ AND ADOPTED THIS 26TH DAY OF MARCH, 2019.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmut, CMC, Town Clerk

DESIGN-BUILD CONSTRUCTION CONTRACT

THIS DESIGN-BUILD CONSTRUCTION CONTRACT ("Agreement") is dated as of the 26th day of March, 2019, by and between the Town of Frisco, Colorado, a Colorado home rule town and municipal corporation, (hereinafter called TOWN), and MW Golden Constructors, whose address is 1700 Park Street, Castle Rock, CO (hereinafter called CONTRACTOR). CONTRACTOR agrees to work for TOWN as an independent contractor, on the terms and conditions contained in this Agreement.

TOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 DEFINITIONS

1.1 "Project": The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Design and construction of a Maintenance and Office Building consistent with the RFQP issued 2/7/2019 and attached as Exhibit B to this contract.

1.2 "Work": CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Design services in accordance with Article 3 below, and construction services in accordance with Article 4 below, including the Conceptual Design Phase, Final Design Phase, Design Documents, Construction Documents, and Construction (hereinafter defined), including, but not limited to, all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents. CONTRACTOR shall be responsible for procuring the design and construction of the Work, and shall exercise reasonable skill and judgment in the performance of the Work.

1.3 "Site": The Site is the place where the Project is located, specifically, the site of the PRA Office and Maintenance Building within the Peninsula Recreation Area.

ARTICLE 2 PROJECT REPRESENTATIVE

TOWN shall designate a PROJECT REPRESENTATIVE who is to act as TOWN's representative and on TOWN's behalf, assume all duties and responsibilities and have the rights and authority assigned to the PROJECT REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 DESIGN SERVICES

3.1 This Project will be designed by CONTRACTOR, who shall assume all duties and responsibilities and have the rights and authority assigned to CONTRACTOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3.2 CONTRACTOR shall visit the Site, become familiar with the local conditions, and correlate observable conditions with the requirements of the TOWN's Project.

3.3 *Conceptual Design Phase:* CONTRACTOR shall provide conceptual design services for the Project. This phase shall include design meetings with Town officials, Peninsula Recreation Area stakeholders and the community in general to gather feedback for the design. CONTRACTOR shall provide to the TOWN a reproducible color version plan, a 2' x 3' color illustrative facility plan, a site plan, and a reproducible 8.5" x 11" black and white plan.

3.4 *Final Design Phase:* CONTRACTOR, working from the conceptual design of the Project, shall prepare and present final design drawings to the TOWN for review and approval from the TOWN. This phase shall include providing to the TOWN a reproducible color version plan, a 2' x 3' color illustrative facility plan, and a reproducible 8.5" x 11" black and white plan.

3.5 *Design Documents:* CONTRACTOR shall submit to the TOWN through the PROJECT REPRESENTATIVE the Design Documents for the Project and for the performance of the Work. The "Design Documents" consist of all plans, drawings, specifications and other conceptualized documents establishing the size, quality and character of the Project, its architectural, structural, foundation, plumbing, mechanical, solar, and electrical systems, and the materials and such other elements of the Project as may be appropriate to accurately and completely describe the Project and the Work.

3.6 *Construction Documents:* CONTRACTOR shall prepare and provide, for the TOWN's review, all plans necessary (except a site plan) to comply with the TOWN's Planning, Zoning and Building Code requirements for the approved design, specifically including architectural, structural, electrical, plumbing, solar, foundation, and mechanical plans, which must be stamped, if required. CONTRACTOR shall also provide itemized construction cost estimates for all aspects of plan design.

3.7 CONTRACTOR shall research diligently and review laws and regulations applicable to design and construction of the Project and correlate such laws and regulations with the TOWN's requirements. In the performance of this obligation, CONTRACTOR shall make all commercially reasonable efforts to ensure that the design of the Project complies with applicable laws, codes, regulations and requirements, including, but not limited to, Title I of the American with Disabilities Act 1990, as amended, and all fire safety laws, codes, regulations or requirements, including but not limited to all local, state and federal laws, codes, regulations and requirements.

3.8 In development of the Project, CONTRACTOR shall ascertain TOWN's requirements for the Project and shall verify and review such requirements with the TOWN and PROJECT REPRESENTATIVE. CONTRACTOR's review shall also provide to the TOWN a preliminary evaluation of the Site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building. CONTRACTOR shall also prepare architectural, civil, structural, mechanical, electrical and other systems for review by the TOWN. Design services required under this Agreement shall be performed by registered, independent design professionals. The standard of care for architectural and engineering services performed under this Agreement shall be the highest degree of care and skill used by design professionals practicing under the same time and locality conditions.

3.9 The contractual obligations of such professional persons or entities are undertaken and performed in the interest of TOWN. CONTRACTOR shall be responsible to the TOWN for the acts and omissions of CONTRACTOR's employees, subcontractors and their agents and employees, and other persons, including the Architectural Engineer and other design professionals, performing any portion of CONTRACTOR's obligations under this Article 3.

3.10 CONTRACTOR shall submit to the TOWN through the PROJECT REPRESENTATIVE the Design Documents for the Project and for the performance of the Work. The "Design Documents" consist of all plans, drawings, specifications and other conceptualized documents establishing the size, quality and character of the entire Project, its architectural, structural, foundation, plumbing, mechanical and electrical systems, and the materials and such other elements of the Project as may be appropriate to accurately and completely describe the Project and the Work.

3.11 Upon the effective date of this Agreement, one set of the Design Documents shall be promptly furnished to the TOWN's PROJECT REPRESENTATIVE. Upon delivery of the Design Documents, the TOWN shall timely review such documents for its approval in its sole discretion.

3.12 CONTRACTOR agrees that it will use commercially reasonable efforts to provide that the design it creates for the Project will satisfy the functional requirements of the TOWN as set forth in the TOWN's Request for Qualifications and Proposal, attached hereto as Exhibit C. CONTRACTOR shall also ensure that its design is of a building that is generally of the size and scope that was set forth in CONTRACTOR'S proposal to the TOWN.

3.13 CONTRACTOR shall commence the design services upon the effective date of this Agreement, and shall conduct the design services required herein in a timely fashion to permit the Project to be completed in accordance with the Contract Times (Article 5).

ARTICLE 4 CONSTRUCTION SERVICES

4.1 The construction services to be performed hereunder shall commence upon the issuance of a NOTICE TO PROCEED.

4.2 CONTRACTOR shall submit the Construction Documents to the PROJECT REPRESENTATIVE for review and approval by the TOWN. When CONTRACTOR submits the Construction Documents, CONTRACTOR shall identify in writing all material changes and deviations that have taken place from the Design Documents or the Contract Documents in existence. "Construction Documents" shall include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

- 4.2.1 be consistent with the intent of the TOWN's Project and the Design Documents;
- 4.2.2 provide information for the use of those in the building trades; and
- 4.2.3 include documents customarily required for regulatory agency approvals.

4.3 Pursuant to the terms of this Agreement, CONTRACTOR shall provide or cause to be provided and shall pay for construction services, installation, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4 CONTRACTOR shall comply with laws and ordinances legally enacted at the date of execution of the Agreement that govern the proper performance of the Work.

4.5 CONTRACTOR shall conduct the Work in accordance with the Contract Times (Article 5). CONTRACTOR shall adhere to the Contract Times and any changes made to such shall be mutually agreed to and evidenced by a Change Order.

4.6 CONTRACTOR shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

4.7 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including safety of all persons and property during performance of the Work. This requirement will apply continuously with respect to the Work at the Site and not be limited to normal working hours.

4.8 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss in connection with the Work. CONTRACTOR shall erect and maintain, as required by law based upon existing conditions and progress of the Work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

4.9 CONTRACTOR shall pay royalties and license fees for patented designs, processes or products in connection with the Work. CONTRACTOR shall defend suits or claims

for infringement of patent rights and shall hold the TOWN harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the TOWN. However, if CONTRACTOR has knowledge that the use of a required design, process or product in connection with the Work is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the TOWN.

4.10 CONTRACTOR shall maintain at the Site for the TOWN and its PROJECT REPRESENTATIVE one set of Construction Documents, Change Orders and other modifications, in good order and regularly updated to record the completed construction. These shall be delivered to the TOWN upon final completion of the Project.

4.11 CONTRACTOR shall deliver all written warranties and equipment manuals with respect to the Work to the TOWN through the PROJECT REPRESENTATIVE upon final completion of the Project. CONTRACTOR shall warrant that the Work performed under this Agreement shall be free from material defect in workmanship or materials for a period of two years from the date of completion of the Work.

4.12 Upon final completion of the Project, CONTRACTOR shall produce and deliver to the TOWN through the PROJECT REPRESENTATIVE a reproducible record set of "as built" plans and specifications reflecting significant changes in the Work made during construction and the Project as actually built.

4.13 The Site and surrounding area shall be kept free from accumulation of waste materials or rubbish caused by CONTRACTOR's operations under this Agreement. At the completion of the Work, CONTRACTOR shall promptly remove from the Site waste materials, rubbish, CONTRACTOR's tools, construction equipment, machinery, and surplus materials and leave the Site and surrounding area in a neat and clean manner.

4.14 CONTRACTOR shall coordinate with the PROJECT REPRESENTATIVE and utility companies to connect utilities to the Project. The expense of delivering such utilities to the Site will be paid for by TOWN, separate and apart from the terms of this Agreement.

4.15 CONTRACTOR will be responsible for staffing a field office with the expertise necessary to properly execute the supervision and construction of the Project. CONTRACTOR shall be responsible for providing a competent Project Manager and Superintendent for the duration of the Project (the "Key Personnel"). The Key Personnel will be the on-Site point of contacts for CONTRACTOR and will coordinate construction efforts with the TOWN. The Key Personnel assume all duties and responsibilities for supervision and scheduling of all facets of construction including those of any subcontractors or suppliers for the Project. The Key Personnel shall be satisfactory to the TOWN, in its reasonable opinion, and shall not be removed or replaced, unless the Key Personnel are unable to perform their duties due to illness or injury. In such case, Key Personnel of similar experience and qualifications shall be substituted. CONTRACTOR shall be additionally responsible for providing on the Project labor foremen and workmen skilled in the crafts and trades that they are supervising or performing.

4.16 CONTRACTOR shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Site with any materials or equipment.

4.17 In connection with the Work, CONTRACTOR shall at all times be responsible for the conduct and discipline of its employees and to the extent within its reasonable control any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skills and experience to perform properly the work assigned to them.

4.18 CONTRACTOR is solely responsible for scheduling and coordinating the performance and furnishing of the Work. Any construction subcontract, sub-agreement, supply or material contract entered into by CONTRACTOR shall be for the benefit of the TOWN.

ARTICLE 5 CONTRACT TIMES

5.1 If the TOWN shall issue its Notice to Proceed with the Work on or before March 18th, 2019, then the complete scope of Work will be substantially completed within three hundred twenty-five (325) business days after the date when the Notice to Proceed is issued, and completed and ready for final payment in accordance with paragraph 7.02 of the General Conditions within thirty (30) days after said date.

ARTICLE 6 CONTRACT PRICE

TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 6.1. below:

6.1. For preconstruction and design work, a lump sum **not to exceed**: two hundred twenty-six thousand six hundred forty-six and NO/100 dollars (\$226,646.00)

Construction phase costs will be change ordered into this Agreement following completion of preconstruction services and upon approval of the design and its associated construction costs by the TOWN in its sole and absolute discretion.

6.2. TOWN has appropriated funds equal to or in excess of the Contract Price.

ARTICLE 7

CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between TOWN and CONTRACTOR concerning the Work consist of the following:

- 7.1. This Agreement (pages 1 to 10, inclusive).
- 7.2. Exhibits to this Agreement
- 7.3. Performance, Payment, and other Bonds, to be provided pursuant to this Agreement.
- 7.4. Notice to Proceed.
- 7.5. General Conditions attached hereto as Exhibit A.
- 7.6. Construction Documents, Specifications and plans, to be developed pursuant to this Agreement.
- 7.7. Design Documents, to be developed pursuant to this Agreement.
- 7.7. CONTRACTOR's Proposal, dated March 4th, 2019.
- 7.8. TOWN's Request for Proposals.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 2.3 and 3.5 of the General Conditions.

ARTICLE 8 MISCELLANEOUS

8.1. 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 e-mail addresses are provided for convenience only.

TOWN of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Diane McBride
Telephone: 970-668-2559
E-mail: dianem@townoffrisco.com

CONTRACTOR:
MW Golden Constructors
1700 Park Street, Grand Canyon Suite
Castle Rock, Colorado 80109-3009
Attn: Jason Golden
Telephone: 303-335-6362
Email: jgolden@mwgolden.com

Project

Representative: Diane McBride
TOWN of Frisco

8.2. Terms used in this Agreement that are defined in the General Conditions will have the meanings indicated in the General Conditions.

8.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.4. This Agreement is between TOWN and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

8.5. TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.6. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, TOWN's obligations under this Agreement are subject to annual appropriation by the TOWN Council of the TOWN. Any failure of the TOWN Council annually to appropriate adequate funds to finance TOWN'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.

8.7. This Agreement is to be governed by the laws of the State of Colorado.

8.8. Except as set forth in the General Conditions, this Agreement may only be amended, supplemented, or modified in a written document signed by both parties.

8.9. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TOWN and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.10. 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.

8.11. In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

8.12 Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the TOWN shall not constitute a waiver of any of the other terms or obligations of this Agreement.

This Agreement is effective as of the date first written above.

TOWN OF FRISCO

Contractor

Gary Wilkinson, Mayor

By: _____
Title: _____

ATTEST:

TOWN Clerk

EXHIBIT A TO DESIGN BUILD CONSTRUCTION CONTRACT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS: The documents specified in Article 7 of the Design Build Construction Contract.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Design Build Construction Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.04 CONTRACT PRICE:

The amount set forth in Paragraph 3 of the Design Build Construction Contract.

1.05 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 5.1 of the Design Build Construction Contract.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Saturday, Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed and final payment may be made.

1.08 PROJECT:

The design and construction task or tasks more fully described in the Contract Documents.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Project.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Project, or when the Town may occupy or take possession of all or substantially all of the Project and put it to beneficial use for its intended purposes.

1.12 TOWN

The Town of Frisco, Colorado, a Colorado municipal corporation.

1.13 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

The Town shall provide Contractor with written assurance of additional appropriations should any change in the Work result in an increase in the Contract Price exceeding the amount originally appropriated for the Work.

2.07 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.08 NO DAMAGES FOR DELAY:

The Town shall not amend the Contract Price nor shall Contractor be entitled to additional compensation of any sort for costs or damages incurred as a result of any delays in performance unless such delay is the direct result of the acts or omissions of the Town or persons acting on behalf of the Town, in accordance with C.R.S. § 24-91-103.5.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

In order to induce Town to enter into the Contract, Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;
- b. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and
- d. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Project and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project site(s) necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Project to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site(s), Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy,

and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has

notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general 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, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. "All Risk" Builder's Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include "all risk" insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within fifteen (15) days following the Project Manager's approval of the Work completed. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work on the Project, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project Site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

Upon final acceptance of the Project, the Town shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Town shall, when required by C.R.S. § 38-26-107(1), publish a "notice of final payment" in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts

to the Town. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.

Regardless of whether "notice of final payment" is required by state statute, final payment shall not be made to the Contractor until the Town has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Town.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed after the Substantial Completion date stated in the Design Build Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts:

Five hundred and No/100 (\$500.00) Per day

B. Allowing Contractor to continue and finish the Work or any part thereof after the Substantial Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Design Build Construction Contract.
2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).

EXHIBIT B TO DESIGN BUILD CONSTRUCTION CONTRACT

**Town of Frisco
REQUEST FOR PROPOSALS**

Sealed proposals will be received at the Town of Frisco, 1 Main Street, PO Box 4100, Frisco, Colorado 80443 until 4:00p.m., March 4th, 2019, at which time the proposals will be opened and reviewed, for the following Town of Frisco project. Proposals should be to the attention of Diane McBride, Assistant Town Manager.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Design Build Construction Contract with the Owner, dated the _____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void;

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

5. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond 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 e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
 Project Manager: Diane McBride
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of

insurance or other claims for damages to which Principal is entitled, reduced by all valid and proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____
(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that certain Design Build Construction Contract with the Owner, dated the ____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof.

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Construction Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:

2.

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

1.2.2 Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

7. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Contractor to be in default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

9. Any notice to the parties required under this Bond 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 e-mail addresses may provide for convenience only.

OWNER: The Town of Frisco
 Project Manager: Diane McBride
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

Title: _____

By: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

By: _____

Attorney-in-Fact: _____

Surety: _____

By: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

NOTICE TO PROCEED

Date:

Re: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Design Build Construction Contract between you and the Town of Frisco concerning _____.

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within _____ days from the date of this letter.

Should you have any questions, please call me at (____) ____-____.

Sincerely,

Title: _____



MWGC worked on the Frisco Public Works Office Expansion & Employee Housing Units project in 2018.

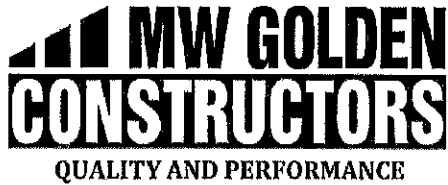
Located in the heart of Colorado, a family business has played a key role in Colorado's growth since 1984. Built on the foundation of honesty, integrity, and quality workmanship, MW GOLDEN CONSTRUCTORS takes pride in developing distinctively strong relationships. This personal touch has become a vital aspect of the company's success. From the beautiful brick Castle Rock Fire Station to the award winning Paonia Public Library, MW GOLDEN CONSTRUCTORS is known for an amazing ability to give each structure an individually crafted sense of place. Perhaps it comes as no surprise that when MW GOLDEN CONSTRUCTORS builds a project, the result is a carefully constructed building created to take on a life of its own and endure for generations to come.

"Without the professionalism, experience and dedication of the team at MW GOLDEN, RFTA would have been unable to deliver the bus service the Roaring Fork Valley has come to expect and depend on and the economy of the valley would have been adversely impacted at a time when we could least afford it. Without reservations, I can recommend the team at MW GOLDEN to anyone facing a challenging construction project."

--Michael Hermes, Director of Facilities

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March 4, 2019

Town of Frisco
1 East Main Street
Frisco, CO 80443

Attention: Ms. Diane McBride
Reference: Penninsula Recreation Area Office & Maintenance Building
Subject: Letter of Interest

Dear Ms. McBride,

MW GOLDEN CONSTRUCTORS (MWGC) appreciates the opportunity to submit information to assist in pre-construction and construction services for the Peninsula Recreation area Office & Maintenance Building project. MWGC has been providing construction management, design/build, construction, preconstruction and consulting services for 34 years from our Castle Rock, Colo. office. MWGC will be approaching this project with an integrated design-build approach. Team members are listed on the next page.

We have earned a reputation for providing impeccable client service and excelling at highly technical projects with seemingly impossible deadlines. Our work includes sustainable, commercial, recreational, historic, medical, civil and industrial projects. Built on the foundation of honesty, integrity and quality workmanship, MWGC takes pride in developing strong relationships within the communities we work, and with our clients.

Our staff of construction professionals is known for its work with many local municipalities, and we are proud to have received awards for our construction excellence and personal involvement. Our firm's experience in Summit County and high elevation work gives us a strong advantage on this project. We take pride in completing our projects within the budget and schedule established.

As a Federally-classified small business, MWGC believes we have an obligation to assist the development of emerging and diverse businesses and provide them an opportunity to succeed. We have developed an extensive database of contractors and subcontractors, including many minority and women-owned business enterprises.

We value our customers time and will always put forth our best and honest effort. MWGC recently completed renovations to Aurora Academy Charter School. Here's what the school's Director, Pat Leger had to say. "Every interaction from beginning to end has been cordial, professional and productive. The passion you and your team put into our project was obvious from the beginning, throughout the construction and now down to the final week of our punch list.

Your subs produced quality work, communication was excellent, paperwork done correctly, promptly and with integrity. We can't thank you enough!

As a school professional, I experienced a 13.1-million-dollar new build and a 3.3-million-dollar renovation in two different schools. Neither experience was very good, it was frustrating all the way through, communication, attitudes and complete satisfaction was not always there for our school personnel. Our experience with you has

been the complete opposite. You worked within our tight schedule, despite significant delays due to asbestos removal and yet, we were open for business on the first day of school. You not only went above and beyond consistently, you did work that wasn't yours to do, helping us get moved, hang items and provided us with a vinyl school logo."

We're large enough to successfully construct a wide variety of projects, yet small enough to give each project the individualized attention it deserves. We truly care about our clients, and we pride ourselves on creating relationships that last a lifetime. Our goal for the Town of Frisco is for you to feel like you are our only client.

Teaming up with us on this project will be Matthew Stais Architects as the Architect, Murraysmith as the Civil Engineer, JVA as the Structural Engineer, DMA Engineering as the Mechanical Engineer, and Norris Design as the Landscape Architect. Matthew Stais Architects will be an important member of our team as they will present several sustainable and innovative design solutions for consideration during the pre-construction phase. We can expect these solutions to lower long-term costs. Norris Design brings over 35 years of combined experience to the table. They will be imperative to bringing inventive, eco-friendly ideas to the project. JVA has been in operation since 1956 and has worked with us on numerous successful projects over the years. Their Structural Engineering services will provide creative thinking, design sensitivity, and cost-effective engineering. Murraysmith's Civil Engineering expertise is provided with handcrafted designs with Frisco's main goals in mind. AE Design's LEED-accredited team of designers and engineers are passionately committed to sustainable design. Whether a project is seeking LEED, NetZero or a smaller carbon footprint, they can recommend the best products and strategies to achieve each project's specific goals. DMA Engineering will assist in making sure the Peninsula Recreation Area Office & Maintenance Building will be as "green" as possible.

While our priority is to be profitable, we're in this business to help people—and our team of construction professionals will go the extra mile to do just that. We regularly exceed our clients' expectations while working to build lasting relationships with them, and with our entire team—subcontractors, architects, inspectors, city officials, and all employees.

Contact: Jason Golden, President
Direct: 720-531-4050
Cell: 303-335-6362
Email: marketing@mwgolden.com

Please don't hesitate to contact us with any questions.

Sincerely,
MW GOLDEN CONSTRUCTORS



Jason Golden,
President



TEAM STRUCTURE & INTEGRATION

TEAM STRUCTURE

All team members (Matthew Stais Architects, Norris Design, JVA, Murraysmith, and DMA) that are partnering with MW GOLDEN CONSTRUCTORS (MWGC) on the Peninsula Recreation Area Office & Maintenance Building project will be reporting directly to MWGC. We will work together throughout the entirety of the project. This collaborative team approach minimizes issues or availability, installation, and timing because decisions are happening right now in the pre-construction phase, rather than when the GC is selected as in a CM/GC project.

By selecting our team members early, everyone is held accountable and has a vested interest in seeing the project succeed. We will all work together to find creative solutions to the Peninsula Recreation Area Office & Maintenance Building. Matthew Stais Architects will be responsible for the design of the building, Norris Design will be responsible for the design of the landscape, JVA will be responsible for the structural engineering, Murraysmith will be responsible for the civil engineering, AE Design will be responsible for the electrical design, and DMA will be responsible for the mechanical engineering. Every one of the firms teaming up has worked with MWGC and already has an established relationship.

Services you can expect MWGC and our team members to provide are design evaluation, constructability review, preconstruction scheduling, and value engineering to name a few.

MWGC also self-performs about 30% of the work on our projects. Our typical self-performed work consists of site survey and verification of controls, layout, perpetual cleanup, snow removal, mechanical pads, bollard installation, light pole bases, installation of metal handrails, rough carpentry, finish carpentry, foundation insulation, damp proofing, fire caulking, fire safing, roof specialties, installation of doors/frames/hardware, installation of windows, chalkboards, wall and corner

guards, flagpoles, signage, lockers, fire protection specialties, toilet and bath accessories, window treatment, mats, and furniture.

The ability to self-perform these specific tasks is beneficial due to any schedule conflicts that may arise. MWGC, along with input from our team will solicit a minimum of three bids per division for all potential self-performed items and will also price the activities ourselves. If the activity deems appropriate for the general contractor to perform for cost savings or scheduling reasons it will be presented to the owner for approval. Perpetual clean-up is consistently performed by our staff to support jobsite safety.

Ensuring high performance from subcontractors starts with open communication and solid coordination. We will conduct an internal preconstruction conference with Aquatic Facilities Replacement's major subcontractors. We will identify subcontractors whose work affects each other and clarify project schedules, material lead times, and any potential conflicts between their scopes of work in an effort to get everyone on the same page before breaking ground. We will also conduct preconstruction meetings with subcontractors by phase prior to starting any new significant phase in the project, such as framing, structural steel, masonry, gypsum board, finishes, floor covering, etc.

The key to achieving high performance from subcontractors is building strong relationships with them. We are proud that we have been named General Contractor of the Year by the American Subcontractors Association of Colorado (ASA) seven times, most recently in 2015. After having received the award five years in a row, we were inducted into the ASA Colorado Hall of Fame, one of only six general contractors with this unique distinction. These awards are given by vote of the ASA membership, and as such, is a reflection of the respect and reputation we have earned from Colorado's subcontractors. We will furnish a list of subcontractors at the request of the Town of Frisco.



TEAM INTEGRATION

During the estimating process of the Peninsula Recreation Area Office & Maintenance Building, design and constructability reviews and evaluations will be performed. Any discrepancies will be highlighted for Matthew Stais Architect's and the Town of Frisco's attention. Those discrepancies will be clarified by addenda. We find the problems and we ask a lot of questions during the bid phase of a project.

MWGC has already begun meeting with Matthew Stais Architects, Norris Design, JVA, Murraysmith, AE Design, and DMA to review the project scope, drawings, and logistics plan to ensure the complete understanding of the goals and establish key project concerns. Keeping clear lines of communication and responsibilities helps to determine how the Peninsula Recreation Area Office & Maintenance Building will be phased, what (if any) areas can begin construction simultaneously, and how to complete construction with the least impact and the quickest timeline possible.

During the design phase we will review progress sets of documents from Matthew Stais Architects to address constructability and make suggestions that may minimize project cost, improve lifecycle costs, and assist with the expedition of the schedule. Since we are the design builder, we orchestrate the coordination between the electrical, mechanical, civil and structural elements to avoid design conflicts. These elements are tallied and tracked for distribution from Procore.

All team members will be added to the Peninsula Recreation Area Office & Maintenance Building project page in Procore. Procore is utilized for all aspects of construction process from estimating to project closeouts. All information utilized in the estimating and preconstruction services is automatically linked between Smartbidnet and Procore.

Procore and DocuSign are likewise teamed up and their programs work together using wigits.

The prime contract and all subcontracts will be distributed and issued with Procore. This allows for seamless communication, easy tracking, and a sound document control program for owners, designers and the construction team.

Project drawings and specifications are stored and managed within Procore. It is a contractual requirement between MWGC and our team of subcontractors and suppliers that all site foremen have access to Procore on the project site. Drawings and Specifications will only show the most recent plan view first. Access to all previous versions of drawings are accessible and Procore scans each drawing revision showing all new information highlighted in green and deleted information highlighted in red. Ensuring current contract documents are in the hands of team in the field is guaranteed.

Submittals are likewise run through Procore and are tracked by specification number. This enables all team members to easily access all pending and approved submittals during the construction project. Submittal requested response times are tracked and are easily shown and quantity approved and outstanding.

Request for information is easily generated in the field or in the office. The plan location of the RFI is identified with the detail attached. Field photos can be attached so the design team and owner have knowledge of the existing conditions. RFI's can be created by any team members and are managed internally in our office by the project engineer (Kevin Harned) to make sure all pertinent information is contained within the RFI before issuing it. Date of issue and required response dates are tracked, with all outstanding RFI's generating reminders to the appropriate team members.

Procore is an integral part of our project management approach to our projects. The program is easy to use and allows for a self-taught approach. As owners, architects, owner's representatives, engineers or any other team member, there is a 10 to 20-minute video that will show you how to use the program effectively.



MW GOLDEN CONSTRUCTORS likewise can easily show and teach all team members how to use the program in our project kick off meeting or answer any questions daily. The program is compatible with any computer, tablet and cell phone. This allows for all team members to be as engaged in the project as they would like to be.

MW GOLDEN CONSTRUCTORS strives to make the projects construction experience as easy as possible for all team members. We strongly believe that the addition of this tool, has made all project team members experience easier and the complete access to all project information accessible at your fingertips.

SUBCONTRACTOR INTEGRATION

When the documents are complete and ready for competitive bidding, subcontractors will be given two weeks to submit proposals. The proposals will be accepted via fax or email and reviewed by our estimator, chief estimator, and president for completeness.

After the subcontractors are selected, we will conduct an internal preconstruction conference with Peninsula Recreation Area Office & Maintenance Building's major subcontractors. We will identify subcontractors whose work affects each other and clarify project schedules, material lead times, and any potential conflicts between their scopes of work in an effort to get everyone on the same page before breaking ground. We will also conduct preconstruction meetings with subcontractors by phase prior to starting any new significant phase in the project, such as framing, structural steel, masonry, gypsum board, finishes, floor covering, etc.

AVAILABILITY

MWGC

Schematic Design – 80 hours
Design Development – 80 hours
Construction Document – 80 hours
Construction – 70 hours

Matthew Stais Architects

Schematic Design – 0 hours
Design Development – 50 hours
Construction Document – 26 hours
Construction – 7 hours

JVA

Schematic Design – 12 hours
Design Development – 20 hours
Construction Document – 32 hours
Construction – 20 hours

Murraysmith

Schematic Design – 24 hours
Design Development – 60 hours
Construction Document – 100 hours
Construction – 40 hours

DMA Engineering

Schematic Design – 30 hours
Design Development – 45 hours
Construction Document – 45 hours
Construction – 40 hours

AE Design

Schematic Design – 30 hours
Design Development – 45 hours
Construction Document – 45 hours
Construction – 40 hours

Norris Design

Schematic Design – 50 hours
Design Development – 55 hours
Construction Document – 50 hours
Construction – 25 hours



Architect
Coordinator



MATTHEW STAIS
ARCHITECTS

Architect



Structural
Coordinator

Structural



Electrical
Coordinator

AE DESIGN



Electrical



MEP
Coordinator



MEP



Civil
Coordinator



Civil



Landscape
Coordinator



Landscape



MWGC Team

Jason Golden has spent his 21-year construction career in a variety of roles with MW GOLDEN CONSTRUCTORS and is currently the firm's President. He is in charge of all preconstruction and construction activities. As President, Jason ensures that MWGC's performance meets or exceeds our clients' expectations.

Jason was named 2009 Project Manager of the Year by the American Subcontractors Association of Colorado. He served as president of the Young Citizens of Philanthropy Inc., a Colorado non-profit composed of young professionals dedicated to community service. Jason has devoted much of his time to our nation's National Parks, and has served as a keynote speaker for the National Parks Conservation Association.

Jason will commit 33% of his time to the Peninsula Recreation Area Office & Maintenance Building project.

Recent Relevant Projects

Denver Connection Hub
Completion 12/31/2018
\$3,582,680

Public Works Office Expansion & Employee Housing Units
Completion 12/21/2018
\$1,710,615

St Charles Carriage House
Completion 09/22/2018
\$5,703,591

RFSD Transportation Facilities
Completion 03/17/2017
\$4,503,584

Vail Fire Station #1 Renovation
Completion 02/17/2017
\$3,324,778



Jason Golden
President

Education

University of Northern Colorado

Certifications

Green Building Certificate
OSHA 10 Hour
ICC General Contractor A
Class A-B Building Inspection Division
CPR/AED and First Aid Certification

Industry Experience

21 Years

Honors

ENR Top 20 Under 40 Winner
Project Manager of the Year
ABC Build Group - President's Award

Reference

Jennifer Walker
The Crisis Center
(303) 688-1094



MWGC Team

Adam Alexander, AC, has been with MW GOLDEN CONSTRUCTORS since 2006 and serves in the role of Senior Estimator. Adam has also previously served in the roles of safety officer, superintendent, project manager, project engineer, and in-house IT support/website management. As estimator, he is responsible for the preparation of the project estimate based on the contract documents and specifications provided.

Adam will commit 25% of his time to the Peninsula Recreation Area Office & Maintenance Building project.

Recent Relevant Projects

Public Works Office Expansion & Employee Housing Units
Completion 12/21/2018
\$1,710,615

Side Creek Elementary School Renovation
Completion 07/13/2018
\$1,719,782

St. Charles Carriage House
Completion 09/22/2018
\$5,703,591

Vail Fire Station #1 Renovation
Completion 2/17/17
\$3,324,778

Meadows Community Amenity 2
Completion 05/09/2016
\$3,628,320

Philip S Miller Park Phase II
Completion 04/22/2016
\$8,319,860

Oliver Manufacturing Hazel Office Building
Completion 01/13/2014
\$2,919,847



Adam Alexander, AC
Senior Estimator

Education

B.S. Construction Management
Colorado State University

Certifications

Associate Constructor
American Institute of Constructors
OSHA 10 Hour
OSHA 30 Hour
MSHA Climax Site Training
EPA - Lead Safety

Industry Experience

19 Years

Reference

Bryan Bajier
Ascent, LLC
(314) 810-1531



MWGC Team

Mike keeps a watchful eye on his projects and interjects constructability suggestions when needed. He is involved during the preconstruction scheduling of the project and will become deeply involved once construction begins, managing subcontract administration, project-related correspondence, billing, schedule, budget, and quality. He also supervises the project engineer to ensure submittals are reviewed on a timely basis in house and by the project's architects and engineers. Mike's experience and knowledge of the construction industry and processes greatly improves the project's propensity for success.

Mike will commit 40% of his time to the Peninsula Recreation Area Office & Maintenance Building project.

Recent Relevant Projects

Public Works Office Expansion & Employee Housing Units
Completion 12/21/2018
\$1,710,615

Manning Middle School Renovation
Completion 08/10/2018
\$1,401,482

Aurora Academy Charter School
Completion 10/18/2017
\$891,490

Vail Fire Station #1 Renovation
Completion 02/17/17
\$3,324,778

Nederland Public Works Facility
Completion 01/20/2017
\$2,013,251

Colorado School of Mines Residence Halls Renovations
Completion 07/29/2016
\$4,335,573



Mike Weber
Project Manager

Education

B.S. Construction Management
University of Wisconsin Platteville

Certifications

OSHA 10 Hour
OSHA 30 Hour
ABC Safety Certification
Competent Person Training for
Excavation Safety
Safety Awareness Training
Certified Forklift Operator
Silica and Lead Safety
Electrical Safety

Industry Experience

15 Years

Reference

Dan Richardson
SGM, INC
(970) 384-9065
danr@sgm-inc.com



MWGC Team

As Superintendent, Dante performs the minute-by-minute scheduling on the project and is the first line of attack in getting the project accomplished on time, within schedule, and with the ultimate level of quality.

Dante is deeply involved once construction begins as the onsite Superintendent. His duties include detailed daily scheduling and work sequencing, scheduling of subcontractors, quality control management, and the adherence to schedule and budget. During the preconstruction phase, Dante is involved on an as-needed basis; once the project begins, he will dedicate 100% of his time to maintain the project's goals, quality and schedule.

Dante will commit 100% of his time to the Peninsula Recreation Area Office & Maintenance Building project.

Recent Relevant Projects

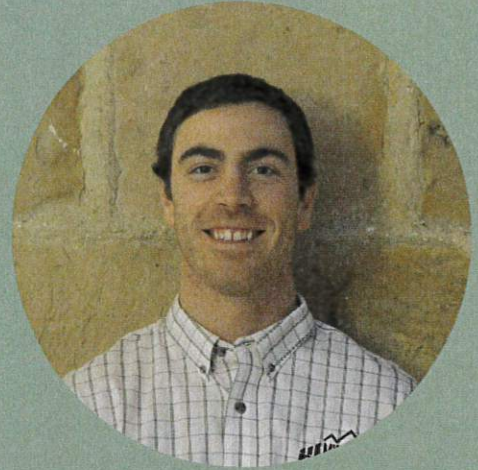
St. Charles Carriage House
Completion 09/22/2018
\$5,703,591

Colorado School of Mines Sorority Refinish
Completion 07/31/17
\$257,736

Roaring Fork Transportation Facilities
Completion 3/10/17
\$4,676,618

Meadows Community Amenity II
Completion 05/09/2016
\$3,628,320

Avenue 8 at Mayfair
Completion 10/02/2015
\$5,362,605



Dante Conti
Superintendent

Education

Bachelor of Science
Colorado State University

Certifications

OSHA 10 Hour
Lift Certification for all Lifts

Industry Experience

4 Years

Reference

Kurt Weidmann
Old Vine Property Group
(720) 308-0053
kurt@oldvine.net

MWGC Team

Natalie Monzer is a Project Engineer at MW GOLDEN CONSTRUCTORS. Her primary responsibility is to produce complete and accurate submittals and schedules for multiple projects. Natalie also provides effective support to project field management and assists with site documentation. Natalie keeps communication lines open by facilitating subcontractor and supplier coordination, working with the Project Manager, Project Superintendent, and distributing information to affiliated team members. She has also become an asset during pre-construction, working with MWGC's Estimators and the subcontractor industry to quantify materials and obtain accurate pricing.

Natalie will commit 40% of his time to the Peninsula Recreation Area Office & Maintenance Building project.

Recent Relevant Projects

Public Works Office Expansion & Employee Housing Units
Completion 12/21/2018
\$1,710,615

Davey Daycare Renovation
Completion 02/28/2019
\$1,029,358

Manning Middle School Renovation
Completion 09/30/2018
\$1,401,482

Pinnacle Associates New Storefront
Completion 09/30/2018
\$311,044



Natalie Monzer
Project Engineer

Education

M.S. Civil and Environmental Engineering
University of Alberta

Certifications

Lean Construction
Sustainability Course

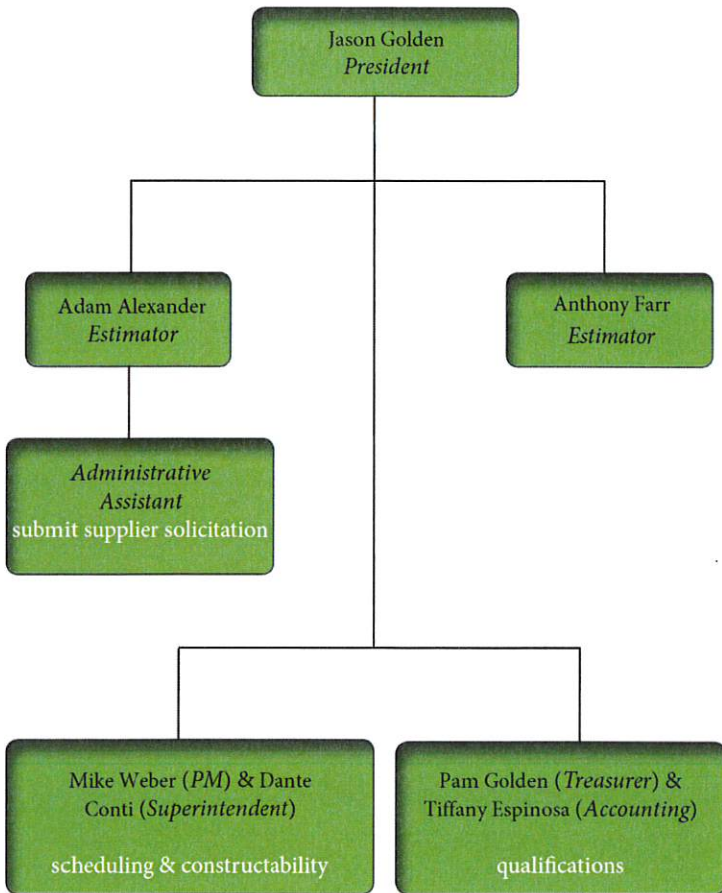
Industry Experience

3 Years

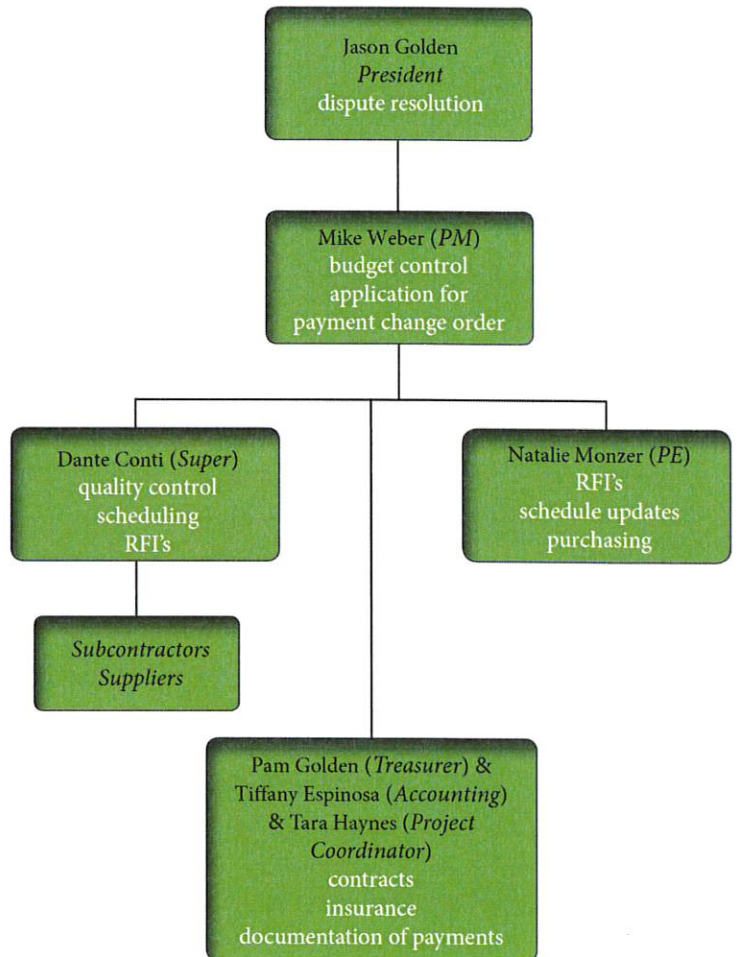
Reference

Pino Francese
International Painting & Drywall
(780) 452-4848
pino@internationaldrywall.com

Pre-construction



Construction





MATTHEW A. STAIS, AIA
principal architect

PROFESSIONAL REGISTRATIONS

Colorado architect's license #C4581, 1993

Maine architect's license #2083, 1993

LEED 2.0 Accredited Professional, 2004

AFFILIATIONS

American Institute of Architects (AIA)

EDUCATION

University of Virginia

Charlottesville, Virginia

Bachelor of Science in Architecture, 1984

PROFESSIONAL EXPERIENCE

Matthew Stais Architects

Breckenridge, Colorado

Principal Architect, 1995-Present

Arapahoe Architects

Breckenridge, Colorado

Co-Founder & Vice President, 1993-1995

Baker + Hogan Associates Architects

Breckenridge, Colorado

Architect/CAD System Manager, 1991-1993

Architectural Energies

North Hampton, New Hampshire

Architect/CAD System Manager, 1989-1990

Portland Design Team

Portland, Maine

Draftsman & Job Captain, 1984-1987

Dearborn + Whited Architects/Engineers

Portland, Maine

Draftsman & Job Captain, 1984-1987

Perry B Goldstein & Associates

Garden City, New York

Draftsman, 1982-1984

Matt is the founding principal of Matthew Stais Architects (MSA) in Breckenridge, Colorado. Working in the architectural profession for over 35 years, Matt also has experience in related fields of surveying, engineering, real estate development, building trades and woodworking. These experiences have given Matt the perspective to strive for balance among design, construction and livability in his projects. He favors a multidisciplinary integrated design process focused on creating thoughtful, sustainable architecture for residential, resort and hospitality projects in mountain settings.

Matt and his staff excel at moving sustainable design from theory into practice, including LEED and Green Globes recognized projects which combine passive and active solar strategies, ground source heating and cooling, and material and resource conservation with client-centered design to create efficient, site-specific buildings.

More information may be found at www.staisarchitects.com.

RELEVANT PROJECT EXPERIENCE

Public Works Administration Building, Breckenridge, 2013

Lacking a central location for public collaboration and administrative functions, MSA designed an efficient building to provide a 'front door' to the existing Town Public Works complex. Site design takes advantage of an existing driveway to create public parking with minimal interference to existing yard usage. Light shelves at south windows maximize daylighting, while interiors focus on efficient adjacencies and layouts for each division that better communication. Exteriors were designed to give a feeling of strength and permanence befitting a municipal structure.

Public Works Road & Bridge Building, Breckenridge, 2013

The Town again called on MSA to further expand the Public Works complex with the addition of a maintenance building. MSA seized the opportunity by adapting a pre-engineered steel metal frame building to a complex sloped site, benched into a hill. Sited alongside existing garages and structures, this new structure provides Road & Bridge facilities with greater functionality.

Summit County Materials Recovery Facility, Summit County, 2006

When the County funded a new recycling facility via bond measure at an existing landfill, MSA designed a structure that eliminated the need to outsource 100% of collected material, thus benefitting day-to-day operations financially and significantly extending the life of the landfill by reducing waste stream. Incorporating educational components and earning two Green Globes certifications for sustainable design, MSA capitalized on the County's demonstrated commitment to environmental initiatives by creating a new facility that continues to benefit the community through resource conservation.

American Eagle & Flyer Maintenance Buildings, Copper Mountain, 2019

MSA helped permit and construct three on-mountain steel-framed maintenance buildings to service snow cats, provide storage, and create office space for Copper Mountain. Building on Bull Stockwell Allen Architects' initial schematic design, MSA developed working drawings to obtain US Forest Service approval and Summit County permits. Collaboration was key to successfully implementing these complex projects on high-alpine, environmentally sensitive sites under an extremely tight schedule.

Breckenridge Ice Rink Roof, Breckenridge, 2016

Since the inception of the Town's outdoor ice rink in Breckenridge, hockey operations came to a halt with every storm event. MSA came up with a solution for the Town of Breckenridge in designing a roof over the existing ice surface to keep the rink functional in the worst of weather. Recommended for ease and expedition of construction, the selected metal frame building is an adaptable system that would allow full rink enclosure in the future, if needed. Clerestory, polycarbonate panels were used to block prevailing winds, while allowing passage of light and connection to the existing rink facility.

MSA architectural team



FRED NEWCOMER
senior project architect

REGISTRATIONS

Colorado architect's license #405354

EDUCATION

Pennsylvania College
Williamsport, Pennsylvania
Architectural Studies, 1995

RELEVANT EXPERIENCE

Fred's experience with Matthew Stais Architects spans 22 years, managing commercial, residential and municipal projects from design through construction in two different tours of duty with the firm. Since relocating from Pennsylvania to Breckenridge in 1997, Fred has developed a keen understanding of building in our mountain community. This extensive knowledge has proven to be an invaluable asset in terms of client interaction, consultant coordination, and delivering on production, helping push projects like the Grand Colorado to successful completion. Featuring the latest in comfort, technology, and efficiency, this 475,000 SF 5-star interval ownership hotel complex at the base of Peak 8 in Breckenridge has been under Fred's watch for years. With much thought towards prioritizing design intent through the course of the project, Fred has been responsible for construction drawings and coordination of the various trades during construction administration.



DANIEL CHAPMAN
project architect

REGISTRATIONS

Colorado architect's license #405420

EDUCATION

University of Colorado
Boulder, Colorado
Bachelor of Science in Environmental
Design (Architecture), 2012

School of Architecture at Taliesin
Scottsdale, Arizona &
Spring Green, Wisconsin
Master of Architecture, 2016

RELEVANT EXPERIENCE

Moving to Breckenridge at the age of 10, Daniel developed a passion for the mountains and an architectural style sensitive to location, climate, owners, and end users. Following solid hands-on architectural experience across the country and abroad, he has returned to Summit County to lead custom residential projects and multiple recreational facilities at Copper Mountain, Keystone Resort, and the Frisco Bay Marina. Daniel plays a critical role in design and development of construction documents under tight timeframes. Combining his strength in critical thinking with an easy-going approach, he fosters vital communication between architects, builders, consultants, and municipal officials.



LARKIN OWENS, ASLA
project coordinator

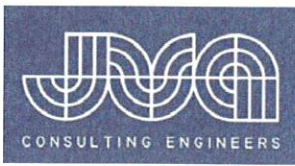
EDUCATION

University of Michigan
Ann Arbor, Michigan
Bachelor of Science in Natural Resource
Management (Environmental Policy), 2001

University of Southern California
Los Angeles, California
Master of Landscape Architecture, 2010

RELEVANT EXPERIENCE

With two decades of diverse experience in landscape, architecture, planning, and preservation, Larkin brings a strong working knowledge of design and enthusiasm to any team. She has demonstrated capacity to successfully implement a wide range of projects, having leveraged her career start in the Summit County Planning Department to eventually write and manage projects for a distinguished handful of entities and firms in the design industry. Larkin has spearheaded entitlements and Green Globes certifications for projects in Frisco such as the Marina and Uptown (Boatyard) on Main, as well as the Grand Colorado on Peak 8 in Breckenridge. She excels at research and writing, navigating complex projects, and building effective relationships to get any job done.



THOMAS S. SOELL

PRINCIPAL, VICE PRESIDENT • JVA • STRUCTURAL ENGINEERING

Education

B.S.C.E, Cum Laude
University of
Missouri, 1975

Registration

CO, AL, CA, CT, DC,
DE, FL, KY, LA, MA,
ME, MO, NC, ND,
NH, NJ, NM, NY,
OK, PA, RI, SC, SD,
TX, VA, VT, WV



LEED AP

Professional Organizations

DBIA



*Adams 12 Five Star Schools
Transportation Maintenance Facility
Thornton*



Project Experience

Adams 12 Five Star Transportation and Maintenance Facility, Thornton
Cherry Creek School District Transportation Maintenance Facility, Aurora Boulder County
Longhorn Transportation Maintenance Facility
Boulder Special Transit Facility, Boulder
Boulder County Hazardous Waste Facility
Boulder Valley School District Bus Maintenance Facility, Lafayette
Boulder Valley School District Bus Garage, Nederland
Town of Nederland Public Works Transportation Maintenance Facility
Golden Parks & Open Space Maintenance Facility, Golden
Mesa County Public Works and Transportation Facility, Grand Junction
University of Colorado Housing Maintenance Service Center, Boulder
Boulder County Recycling Center Baler Addition, Boulder

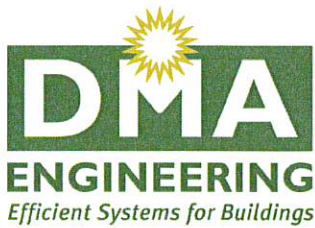
Lake Dillon Summit County Emergency Services Administration Building (In Progress)
South Adams County Fire Protection District Headquarters Building, Commerce City
Rocky Mountain Fire Station No. 1, Boulder
Rocky Mountain Fire Station No. 4 Renovation & Addition, Boulder County
Rocky Mountain Fire Station No. 5, Superior
Rocky Mountain Fire Station No. 6, Eldorado Springs
Stapleton South Fire Station No. 26, Denver
Brighton Todd Creek and Great Rock Fire Stations
Denver Fire Station No. 14 Retaining Wall, Denver Public Works Department
Longmont Pace Street Fire Station
South Park Ambulance District Headquarters
Platte Canyon Fire Station, Park County

Huerfano County Judicial Center, Walsenburg (In Progress)
Routt County Courthouse, Steamboat Springs
Lindsey-Flanigan Courthouse Improvements, City and County of Denver
Boulder County Justice Center District Attorney Infill Addition, Boulder
Boulder Public Safety Firing Range Addition, Boulder
Boulder County Justice Center Emergency Generator Addition, Boulder
Boulder County Courthouse Security Wall Opening Renovation, Boulder

Smoky Hill Library
Nederland Community Library
Farr Regional Library, Greeley
Boulder Public Library
Windsor Library
Erie Community Library
Brighton Oasis Aquatics Park
Brighton Adult Recreation Center
Erie Community Center
North Boulder Community Center
Longmont Recreation Center
Eaton Community Center

Castlewood Library Addition and Renovation
UNC Music Library, Greeley
Lincoln Park Library Renovation, Greeley
Centennial Park Library Renovation, Greeley
Arapahoe Library Administration Building
Carbon Valley Library, Firestone
Erie Community Park
Thornton Recreation Center Mechanical Upgrades
Castle Rock Community Center
North Jeffco APEX Center
South Boulder Community Center Addition
Windsor Community Center Addition

Harris Street Town Hall and Library, Breckenridge
Silverthorne Performing Arts Center and Stage for the Lake Dillon Theater Company



RESUMES

DMA Engineering, Inc. (DMA) is a consulting engineering firm headquartered in Westminster, Colorado. Our current staff is comprised of engineers, designers, and administrative staff, with our Principal registered in Colorado and Kansas.

DMA's engineering excellence has served municipalities and building owners throughout the Rocky Mountain area since 2008. We excel in handling a variety of engineering projects including energy modeling, design, commissioning, and retro-commissioning.

Steven P. Forrester PE CGD BEMP LEED AP, Principal

Mr. Forrester is a Colorado native and grew up in the Washington Park neighborhood. While obtaining his undergraduate Mechanical Engineering degree at the University of Colorado at Denver, he worked as a carpenter. This early construction experience has given Mr. Forrester the hands on experience in how a building is constructed. After graduating, he worked in industry for several years. He has worked for an Air Force subcontractor that was responsible for the sustainability of radio frequency antennas. After several years he moved on to a local commercial kitchen manufacturer designing and building refrigerators. While working he returned to the University to receive a Master's Degree in Mechanical Engineering and his Professional Engineer's license. He then moved on to designing transportation equipment while concurrently starting DMA Engineering.

Brett Guarrero, BSIE CBCP, Senior Engineer

Brett Guarrero has been working in the energy and engineering industry for over 25 years. In various forms, he specialized in energy system assessments, design, project management and commissioning. Over these past 25 years, he has developed many ideas, products and has been issued one U.S patent and filed for three others. Always looking at moving energy from one place to another as efficiently as possible, this moving of energy also relates to the human element of Brett's work production. Brett is certified in geothermal heat pump technology through Oklahoma State University; is a Certified Building Commissioning Professional (CBCP); has received his green building certificate through Colorado State University; is active in the USGBC LEED community; holds bachelor's degrees in Engineering, Marketing and Finance from Southern Illinois University; and received a Master of Science degree in Organizational Leadership from Regis University in Denver.

Grant Mills, BSME EIT

Grant is a Colorado School of Mines Alumnus who could not leave the mountains behind after he graduated. Mr. Mills was born and raised in Dallas, Texas, but had his eyes set on Colorado from vacations in Steamboat as a kid. In his tenure at DMA Engineering, Grant has gained valuable field experience that has shaped his design practices to be efficient and buildable. Grant brings a fresh look at old ideas: with his naturally curious thinking he is continually looking further into accepted methods. With the ever-changing energy landscape, it is necessary to reevaluate methods that are merely holdovers from a time in history where our larger impact was simply not considered.

RELATED PROJECTS LIST

- Eagles Nest Early Learning Center
- Bennet Waste Water Treatment plant
- The Club at Ravenna – golf Clubhouse and fitness building
- 13,000 square foot Net Zero Home in Boulder County
- Cal-Wood Education Center – new workshop and bunk house
- Town of Nederland – Town Shop
- Town of Lyons – Town Shop and Operations Building
- Town of Nederland – waste water treatment plant HVAC system commissioning
- Town of Bennett – waste water treatment plant design
- Town of Louisville – redesign pool's boiler system to be solar thermal ready. Performed energy analysis and payback schedules of the solar thermal for city personnel to present to their superiors
- Woodbine Ecology Center – redesign of main lodge and classroom buildings to meet client sustainability goals
- Boulder Armory –energy modeling of redevelopment
- Kuhlman Building –energy modeling of redevelopment
- Kestrel – multifamily development with overall Net Zero goal, after the installation of solar PV

JOEL PRICE, PE, LEED AP

Principal Engineer

With his extensive experience in municipal infrastructure, Joel is leading efforts for Murraysmith in Colorado. His experience includes master planning, design, and construction related to municipal facilities, water, wastewater, stormwater, and transportation projects. He has a great ability to understand the big picture goals and critical details that make for a successful project. Joel works diligently to maintain consistent communications with projects teams and clients to ensure project delivery is on time and on budget.

SELECT PROJECT EXPERIENCE

PUBLIC WORKS FACILITY AND MASTER PLAN, TOWN OF NEDERLAND, CO.

Project Manager for master plan of public works facility that included a 4.5 acre parcel of land with a proposed total building footprint of 3,750 square feet. This facility includes work staff offices, service garages, and storage yards with shipping containers to store operational components as it relates to roads, stormwater, water and wastewater maintenance. The site will also include storage for the police department to utilize as an impound area and miscellaneous storage. Staff parking and overnight lodging will also be incorporated in the site and building to assist public works staff as well as other Town staff that could utilize lodging during specific events, such as elections or inclement weather. Best management practices (BMP's) will be utilized to address stormwater management, both during and after construction, and energy efficiencies. These BMP's include a water quality pond, bioswales, solar panels, and daylighting the building. Facility was constructed by MW Golden.

PUBLIC WORKS YARD MASTER PLAN, TOWN OF CRESTED BUTTE, CO. Project manager for a master planning effort for the Town of Crested Butte that included working with the Public Works Department, Parks, Wastewater Plant, Mt. Express, and Search and Rescue staff to analyze the existing Town Public Works yard and how existing and future needs will need to be accommodated in conjunction with the annexation development. Joel reviewed how all the Town services that would need to coexist on the site to accommodate current and future needs of Town. Annexation has been conducted along with programming workshop with Town Staff, and presentation Board of Trustees for final approval.

JEFFERSON COUNTY FAIRGROUNDS MAINTENANCE BUILDING & STALL BARN ADDITION, JEFFERSON COUNTY, CO. Project Engineer for design/build project on all civil related items including utility design, and grading and drainage improvements. Assembled final construction documents for Civil Engineering portion of the plans and coordinated civil design with other disciplines. Worked with MW Golden on this project.

SKI CLUB VAIL, TOWN OF VAIL, CO Project Engineer for driveway, parking lot, and drainage improvements for Ski Club Vail. Work included expansion of drive access and adding parking for club visitors and members. Assembled construction documents on drainage improvements and horizontal control in accordance with the Town of Vail standards and specifications.



YEARS OF EXPERIENCE

18

EDUCATION

- BS, Civil Engineering, Georgia Institute of Technology

REGISTRATION

Professional Engineer - CO

LEED Accredited Professional

PROFESSIONAL ACTIVITIES

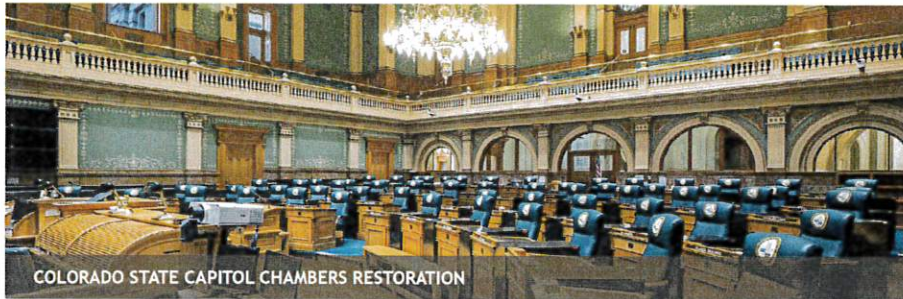
- Colorado Municipal League
- Colorado Association of Stormwater and Floodplain Managers
- Special District Associations
- American Public Works Association
- American Water Works Association

KEY EXPERTISE

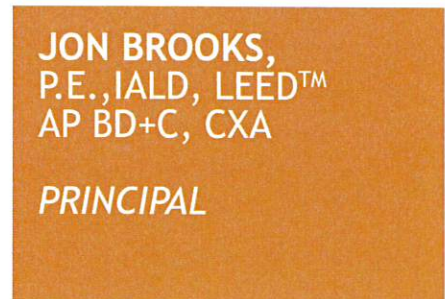
- Development of report, bidding, & construction documents
- Project management
- Community outreach & public presentations
- Cost estimating



Integrated Lighting and Electrical Solutions



COLORADO STATE CAPITOL CHAMBERS RESTORATION



JON BROOKS,
P.E., IALD, LEED™
AP BD+C, CXA

PRINCIPAL

Jon Brooks has over 20 years of experience in the electrical engineering and lighting design fields and helped to found AE Design in 2004. He provides the expertise and coordination commitment required for lighting, power systems, and sustainable systems.

Energy savings are always top-of-mind and Jon applies strategies to reduce energy usage on every project even when not seeking certification such as LEED. His dedication to maintaining an up-to-date knowledge base on ever changing electrical technologies and standards provide the most appropriate solution for each project and owner.



SOUTH ADAMS COUNTY WATER SANITATION DISTRICT OFFICE

EDUCATION

University of Colorado, Boulder
Bachelor of Science, Architectural Engineering

PROFESSIONAL AFFILIATIONS

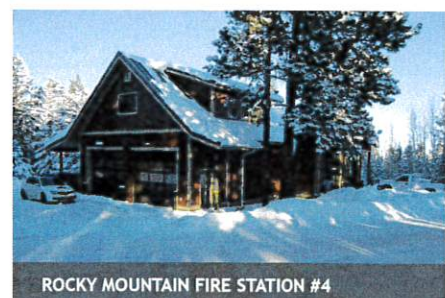
CxA Commissioning Accredited Professional
Illuminating Engineering Society of North America
International Association of Lighting Designers Member
LEED™ Accredited Professional
National Council of Examiners for Engineering and Surveying
U.S.G.B.C. Member

PROJECT EXPERIENCE

- Alamosa County Annex, Alamosa, Colorado
- Breckenridge Town Hall Rehabilitation, Breckenridge, Colorado
- Colorado State Capitol Chambers Restoration, Denver, Colorado
- Custer County Courthouse, Westcliffe, Colorado
- Hudson Library, Hudson, Colorado
- Johnstown Town Hall, Johnstown, Colorado
- Legislative Services Building, Denver, Colorado
- Mesa County Library, Grand Junction, Colorado
- Rocky Mountain Fire Department Station #4, Boulder, Colorado
- South Suburban Parks and Recreation Service Center, Englewood, Colorado



HUDSON LIBRARY



ROCKY MOUNTAIN FIRE STATION #4



Integrated Lighting and Electrical Solutions



BOULDER VALLEY SCHOOL DISTRICT - UNIVERSITY HILL ELEMENTARY SCHOOL

PATRICK DURHAM,
PE, CTS-D

**SENIOR
PROJECT MANAGER**

Patrick is an accomplished engineer and designer, and brings passion and attention to detail to all projects. His experience encompasses audio-visual systems, lighting, power, telecommunications and other special systems within multi-faceted, complex projects - most notably for K-12 and higher education, healthcare, and government facilities.

His understanding of the unique needs for each type of facility, as well as his knowledge of how various systems work together, make him a natural fit as a project leader, mentor and technical designer.



BRANTNER ELEMENTARY SCHOOL

EDUCATION

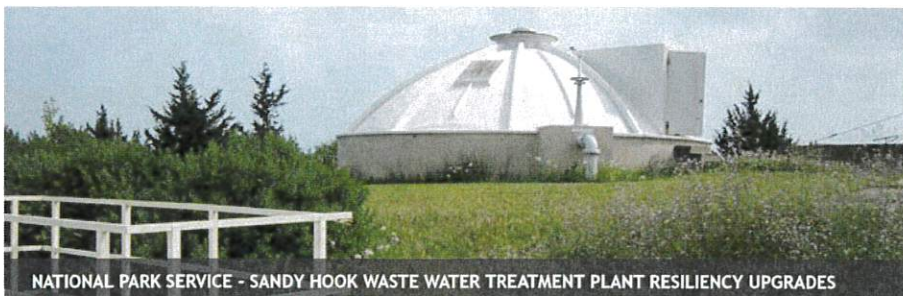
Carnegie Mellon University
Bachelor of Science in Electrical & Computer Engineering,
Music Technology Minor

PROFESSIONAL AFFILIATIONS

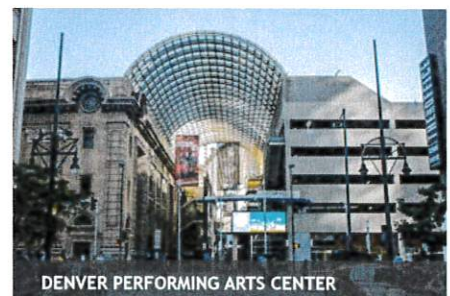
AVIXA / InfoComm International
Building Industry Consulting Service International
Illumination Engineering Society of North America
National Council of Examiners for Engineering and Surveying
National Society of Professional Engineers

PROJECT EXPERIENCE

- Boulder Valley School District - University Hill Elementary School, Boulder, Colorado
- Comcast - 345 Inverness Building A, Englewood, Colorado
- Denver Performing Arts Center, Denver, Colorado
- Dish Network - Meridian Office, Englewood, Colorado
- National Park Service - Sandy Hook Waste Water Treatment Plant Resiliency Upgrades, Sandy Hook, New Jersey
- South Suburban Parks and Recreation - Ice Rink and Golf Clubhouse Renovation, Littleton, Colorado
- St. Joseph Parish Education Building, Golden, Colorado
- The Cassidy Apartments, Denver, Colorado,
- Woodland Park Aquatic Center, Woodland Park, Colorado



NATIONAL PARK SERVICE - SANDY HOOK WASTE WATER TREATMENT PLANT RESILIENCY UPGRADES



DENVER PERFORMING ARTS CENTER



Integrated Lighting and Electrical Solutions



HUDSON LIBRARY

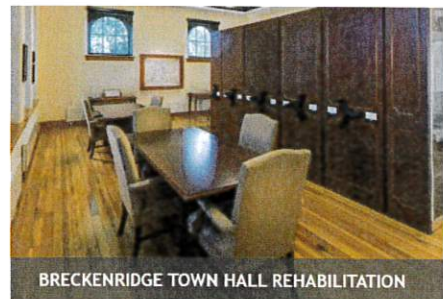


KITTRICK DAVIDSON,
PE

PROJECT ENGINEER

Kittrick (Kit) Davidson is a designer who brings a wealth of electrical design expertise. His attention to detail allows for his close coordination of multiple disciplines and results in tighter drawing sets.

In addition to inter discipline coordination, he serves as a great technical resource to his projects and is involved with the behind the scenes engineering calculations, code research/implementation, lighting energy calculations and internal project coordination.



BRECKENRIDGE TOWN HALL REHABILITATION

EDUCATION

University of Colorado, Boulder
Bachelor of Science, Architectural Engineering

PROFESSIONAL AFFILIATIONS

Illuminating Engineering Society of North America

PROJECT EXPERIENCE

- Arvada Police Substations, Arvada, Colorado
- Breckenridge Town Hall Rehabilitation, Breckenridge, Colorado
- GSA-FTA Byron Rogers Federal Building, Denver, Colorado
- Hudson Library, Hudson, Colorado
- Legislative Services Building, Denver, Colorado
- Pitkin County Sheriff and Administrative Building, Aspen, Colorado
- Rocky Mountain Fire Department Stations #1, #4, #6, Boulder, Colorado
- South Metro Fire Station #31, Greenwood Village, Colorado
- Westminster Council Chambers, Westminster, Colorado



ARVADA POLICE SUBSTATIONS



SOUTH METRO FIRE STATION #31



ELENA SCOTT PRINCIPAL, LEED® AP
escott@norris-design.com

EDUCATION

Bachelor of Science in Landscape Architecture
Minor in Regional/Community Planning
Kansas State University, 2003

WORK EXPERIENCE

Norris Design
2003 – Present

PROFESSIONAL CERTIFICATION

LEED® Accredited Professional

PROFESSIONAL AFFILIATIONS

Frisco Housing Task Force, 2017

SELECT RELEVANT PROJECT EXPERIENCE

Breckenridge F-Lot, Breckenridge, CO
Breckenridge Medians & Roundabouts, Breckenridge, CO
Colorado Housing Now! Charrettes, Falcon Ridge, Estes Park, CO
Colorado Housing Now! Charrettes, Lakota Ridge, New Castle, CO
Copper Mountain Fire Station, Copper Mountain, CO
Denver Housing Authority Sustainability Park, Denver, CO
Downtown Technical Assessment, Grand Lake, CO
Downtown Technical Assessment, Kremmling, CO
Eagle County Justice Center, Eagle, CO
Eagle County Outdoor Movement, Eagle County, CO
Eagle River Preserve, Edwards, CO
Flight For Life Mahany Heroes Park, Frisco, CO
Floyd Hill Master Plan, Clear Creek County, CO
Foote's Rest, Frisco, CO
Frisco Peninsula Recreation Area Master Plan Update, Frisco, CO

With a true passion for leading public and private development, Elena Scott has established unique concepts and vision enhancing many towns and communities in which we live and work. A landscape architect and planner, she has been with Norris Design since 2003 and has provided positive input on several projects with local towns, cities, counties, and developers. She believes that the success of a project is intimately tied to the planning process and the framework that is created and followed throughout the course of design.

Elena has a broad range of experience in urban and rural communities and with both public and private sector clients, including municipalities throughout the mountains and western slope of Colorado. Her ability to communicate makes her an effective project manager able to resolve challenges from a technical perspective as well as community-related issues, evaluation of alternatives and creating realistic solutions for all projects. Elena has assisted both public and private clients with land planning and entitlements, and understands the importance of the approval process and public engagement.

As the Principal of Norris Design's mountain region office in Frisco, Colorado, Elena has broadened her expertise and experience in landscape architecture and planning projects, especially integrating development into sensitive natural environments, affordable housing initiatives, infill and redevelopment, downtown revitalization and the incorporation of sustainable design practices.

SELECT RELEVANT PROJECT EXPERIENCE (CONT.)

Frisco Main Street, Frisco, CO
Glenwood Springs Downtown Mixed-Use Vision, Glenwood Springs, CO
I-70 Coalition Land Use & Transit Study, I-70 Corridor, CO
La Plata County District Plans Analysis, La Plata County, CO
Lafayette Old Town Visioning Plan & Streetscape, Lafayette, CO
Lake County Middle School, Leadville, CO
Lake Hill Workforce & Attainable Housing Master Plan, Summit County, CO
Lone Tree Entertainment District Visioning, Lone Tree, CO
Mary Ruth Place, Frisco, CO
Nottingham Park Improvements, Avon, CO
Panama Pacifico Sign Guidelines, Panama City, Panama
Parking Inventory & Expansion, Frisco, CO
Phillip & Dorcas Jensen Memorial Park & Trails Master Plan, Meeker, CO
Rainbow Park Playground, Silverthorne, CO
Sopris Elementary School Play Yard, Glenwood Springs, CO
Step Up Main Street, Frisco, CO
Strategic Housing Plan, Frisco, CO
Summit County Athletic Fields Needs Analysis, Summit County, CO
Summit Cove Recreation Association Feasibility Analysis, Summit County, CO
Tiger Dredge Parking Structure, Breckenridge, CO
Town of Gypsum Comprehensive Downtown Visioning & Master Plan Update, Gypsum, CO
Town of Nederland Comprehensive Plan, Nederland, CO
Town of Nucla Rodeo Grounds Renovation, Nucla, CO
Town of Silverthorne Offsite Wetlands & Streetscape, Silverthorne, CO
West Park Elementary School Playground, Leadville, CO



NORRIS DESIGN



MEGAN TESTIN SENIOR ASSOCIATE
mtestin@norris-design.com

EDUCATION

Bachelor of Science in Landscape Architecture
University of Wisconsin-Madison, 2005

WORK EXPERIENCE

Norris Design
2013 - Present

Neils Lunceford Inc.
2006 - 2013

Baker+Hogan+Houx Architecture & Planning
2005 - 2006

University of Wisconsin, Campus Design Assistant
2003 - 2005

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects, Colorado Chapter,
2005 - 2017; Wisconsin Chapter, 2003 - 2005

AWARDS & RECOGNITION

ASLA Colorado Merit Award for Design, Flight For Life Mahany
Heroes Park, 2017

REVIEW BOARDS & JURIES

Town of Frisco Unified Development Code Citizen Task Force,
2015 - 2016

Megan is a Landscape Architect with over ten years practicing in Summit County and surrounding mountain communities. She excels at project management and leading collaborative design processes with clients and consultant teams. Megan brings a strong background in parks and recreation, multifamily housing, private residential, K-12 educational facilities and streetscape design. She takes designs from concept through to construction, with a thorough understanding of each critical component of a project.

Megan approaches each project she works on with a firm understanding of construction methods, which helps clients achieve their goals and stay on budget. As a mentor, she assists project team members with the details that contribute to successful project delivery and implementation.

SELECT RELEVANT PROJECT EXPERIENCE

Boatyard Restaurant, Frisco, CO
Breckenridge F-Lot, Breckenridge, CO
Breckenridge Medians & Roundabouts, Breckenridge, CO
Dillon Valley Elementary School Playground, Dillon, CO*
Flight For Life Mahany Heroes Park, Frisco, CO
Foote's Rest, Frisco, CO
Frisco Bay Marina Office Expansion, Frisco, CO
Frisco Main Street, Frisco, CO
Frisco Peninsula Recreation Area Master Plan Update, Frisco, CO
Lake County Middle School Playground, Leadville, CO
Nottingham Park Improvements, Avon, CO
Maryland Creek Ranch Park, Silverthorne, CO
Mary Ruth Place, Frisco, CO
Royal Gorge Bridge Project, Cañon City, CO
Royal Gorge Regional Museum & History Center, Cañon City, CO
Silvana's Community Garden, Silverthorne, CO*
Silverthorne Rainbow Park Master Plan, Silverthorne, CO*
Silverthorne Rainbow Park Tot Lot, Silverthorne, CO*
Sopris Elementary School Play Yard, Glenwood Springs, CO
Summit County District Attorney's Office, Breckenridge, CO
West Park Elementary School Playground, Leadville, CO
*completed prior to joining Norris Design

Relevant Experience

Public Works Office Expansion & Employee Housing Units
Frisco, Colorado

- ✓ CM/GC
- ✓ High Alpine
- ✓ Publicly Funded
- ✓ Site Infrastructure
- ✓ Safety
- ✓ Local Contractors
- ✓ Team Collaboration
- ✓ New Construction



alleviate financial pressure associated with the increased cost of living for the city's workers.

Address:

102 School Rd
Frisco, CO 80443

Original/Final Contract Amount

\$1,710,615

Start Date

07/16/2018

Completion Date

01/02/2019

Project Team:

Principal: Jason Golden
Estimator: Adam Alexander
Project Manager: Mike Weber
Project Engineer: Natalie Monzer
Superintendent: Nick Pennington

Owner

Town of Frisco
Jeff Goble
(970) 668-9151

Design Team

O'Bryan Partnership
Erik Nuhfer
(970) 668-1133

Project Description



MW GOLDEN CONSTRUCTORS teamed up with O'Bryan Partnership Inc to work on the Public Works Office Expansion and Employee Housing Units Project. The new 2,400 sq. ft addition encompasses multiple office spaces, an expanded lunch/meeting room, staff locker room, staff bathrooms, expansion of the wash bay, expansion of the oil change bay, and fire protection system expansion.



Two new employee housing units were also included in the office expansion. These units are each 600 sq ft with one bedroom and one bathroom. The addition of the employee housing units was crucial in getting this project the green light from the city. The units will

Relevant Experience

Town of Nederland
Public Works Facility
Nederland, Colorado

- ✓ CM/GC
- ✓ High Alpine
- ✓ Design Assist
- ✓ Site Infrastructure
- ✓ Public Works Facility
- ✓ Fleet Maintenance Facility
- ✓ Local Contractors
- ✓ Team Collaboration
- ✓ New Construction



building. Photo voltaic solar panels on the roof bring the building closer to a net-zero energy usage. When the array is operating at full design capacity, the facility will likely generate more electricity than it consumes.

Included in the facility are drive-through vehicle maintenance bays with a two-post vehicle lift, overhead chain hoist, shop space, administrative offices, bunk rooms and a conference room. In-floor radiant heat throughout the maintenance areas and the second-floor mezzanine further adds to the efficiency of the building and the comfort of the occupants.

Project Description



This project was originally competitively bid in November of 2015. The project was significantly over the town's budget. MW GOLDEN CONSTRUCTORS who has extensive experience working with JVA was brought on board to help with bringing the project within budget. MW GOLDEN CONSTRUCTORS was able to reduce the project budget by over \$500,000 and keep the towns program in tack.

Original/Final Contract Amount
\$2,015,121

Completion Date
1/20/17

Project Team:
Principal: Jason Golden
Project Manager: Mike Weber



The Nederland Public Works Facility is constructed on a 5-acre site in the Arapahoe National Forest. Work included clearing portions of the densely-vegetated lot and extensive earthwork to bring the building site to final grade.

Owner
Town of Nederland
Chris Pelletier
303-258-3266

Design Team
JVA, Inc.
Joel Price
303-444-1951



The 5,287-sf pre-engineered metal building sits on a conventional spread-footing foundation. Heating and cooling is made efficient with a geothermal system that includes a full mile of piping buried beneath the parking and storm water retention areas that surround the

DMA Engineering
Steven Forrester
303-732-5559

Relevant Experience

Denver Fire Training Simulator

Denver, Colorado

- ✓ Design Build
- ✓ New construction
- ✓ Addition
- ✓ Team collaboration
- ✓ Safety/security



Padgenite, a high temperature thermal insulation designed to protect structural parts of the building, prolonging its life. Made of crushed calcium silicate compacted and molded into panels, the one inch thick white boards are attached to the interior walls and ceilings of the burn rooms and provide fire fighters the look and feel of drywall. The Padgenite walls and ceilings have been waterproofed, as the panels can chip and splinter if water absorbed and trapped within the panels is released as steam under heat.

Contract Amount
\$1,572,726

Completion Date
05/22/2015

Owner
City and County of Denver
Brandon Gainey
(720) 913-8815
Brandon.Gainey@denvergov.org

Design
WHP Training Towers
Joe Kirchner
(800) 351-2525
Joe_kirchner@trainingtowers.com

Project Description

MW GOLDEN CONSTRUCTORS successfully completed this fire training simulator for the City and County of Denver. The new six story steel tower was constructed alongside an existing five story training tower. The two towers are connected at the third and fifth levels with slip connections, which allow the two buildings to move independently, accommodating for such forces as wind.

The new enclosed tower includes training features such as a burn room, a residential training room, and an industrial training room. The residential and industrial training rooms allow the fire department to simulate conditions fire fighters experience in the field, giving them situational experience in a controlled environment. Smoke generators and prop furniture and appliances complete the simulated environment for the fire fighters. The project broke ground in December 2014 and was delivered on budget and on time.

The new fire training simulator features





Town of Nederland, Colorado

45 West First Street – P.O. Box 396
Nederland, CO 80466-0396

Phone: (303) 258-3266

FAX: (303) 258-1240

MW Golden Constructors,
Attention: Garrett Tormoen

Mr. Tormoen,

Thank you for your interest in Nederland's Public Works Facility and I wish you luck in your efforts to attain an award for the outstanding work that was performed on this project. MW Golden was a pleasure to work with and provided honest, reliable, and professional service. The Town of Nederland was very fortunate to have this company as their chosen contractors. Communication was excellent and any issues that normally arise in construction were handled efficiently and promptly with no causes for concern which was greatly appreciated. The project was carefully managed to ensure that it stayed within budget and all members of the team were accessible and easy to work with. MW Golden also displayed a depth of knowledge that helped to make the construction process as painless as possible and guided the Town through all the various decision making processes. The town was provided a facility that meets the town's vision of sustainability with features such as: geothermal heating, solar energy offsets, natural lighting, and the ability to be functional during power outages. MW Golden continues to provide quality service during the break in period for equipment start-up. I would highly recommend their services to other entities that are choosing contractors for projects of this nature. Thank you so much for your work.

Chris Pelletier, CWP
Town of Nederland
Public Works Manager



December 12, 2017

Dear Jason Golden,

Aurora Academy is exceptionally pleased with our new offices and classrooms and I want to share what a pleasure it has been working with MW Golden. Every interaction from beginning to end has been cordial, professional and productive. The passion you and your team put into our project was obvious from the beginning, throughout the construction and now down to the final week of our punch list. Your subs produced quality work, communication was excellent, paperwork done correctly, promptly and with integrity. We can't thank you enough!

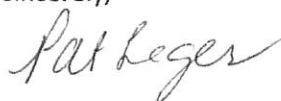
We especially want to thank you for cutting costs and working within our tight budget. The results speak for themselves and it was not without a great deal of extra effort on your side to find quality products within our financial constraints. Honestly, the entire construction committee agrees that you produced the desired results that we wanted – not what you wanted. We also know that our requests often caused you extra work but you did it with a smile. When we asked you to save all our classroom and office doors to save money, it required you to have to handle each with care, the hardware catalogued for future use, etc. It is apparent that you truly care about customer satisfaction.

As a school professional, I experienced a 13.1-million-dollar new build and a 3.3-million-dollar renovation in two different schools. Neither experience was very good, it was frustrating all the way through, communication, attitudes and complete satisfaction was not always there for our school personnel. Our experience with you has been the complete opposite. You worked within our tight schedule, despite significant delays due to asbestos removal and yet, we were open for business on the first day of school. You not only went above and beyond consistently, you did work that wasn't yours to do, helping us get moved, hang items and provided us with a vinyl school logo. Honestly, Seth and Matt would do anything we asked them – which we probably took advantage of! Who could ask for more than that?

I am happy to tell any prospective customers that you come highly rated. I give your company six out of five stars and we will call you again for additional projects, we have planned. Now that we have worked with you, Mike Weber, Seth Sinnes and Matthew Quigley, we have no desire to look elsewhere. When you have found an honest company with good employees, who keep their word and follow through the

search for a great company is over! Congratulations for running such an outstanding company. You should be proud of your team!

Sincerely,

A handwritten signature in cursive script that reads "Pat Leger".

Pat Leger, Director





May 30, 2017

To whom it may concern:

It is my pleasure to provide a letter of recommendation for MW Golden Constructors, the General Contractor for the Philip S. Miller Park phase 2 project, Castle Rock's premier regional park, which hosts over one million visits per year. This project was substantially complete on May 15, 2016.

In February of 2015, The Town of Castle Rock entered into a contract with MW Golden Constructors to complete the \$8.3 million park project which included, overlot grading, roadways, parking, Millhouse events pavilion, four picnic pavilions, and outdoor amphitheater with custom stage canopy, a four season restroom building, splash pad, pedestrian walkways, pond with waterfall, landscaping, playground elements, walls, site furnishings and site electrical work.

Throughout the project, MW Golden's professional staff partnered with the Town of Castle Rock to deliver a high quality product on budget. MW Golden successfully met challenges including the need to adjust the project scope to meet the Town's budget, working with designers and a large variety of specialty subcontractors for design changes and constructability issues and adverse weather conditions on a large project site. Following the conclusion of the project, MW Golden's team monitored their work throughout the one-year warranty period, and though the need was limited, provided adjustments or repairs promptly and without resistance.

I found the entire team at MW Golden to be honest, hard-working and fully committed to the success of our project. MW Golden did an outstanding job of representing the interests of the Town of Castle Rock by demanding performance from subcontractors, ensuring quality control and working cooperatively to provide positive leadership to the Town and its design team. As a result, I would highly recommend MW Golden Constructors for future projects and would be happy to answer any questions that you may have regarding our experience.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Smullen".

Jeff Smullen

Assistant Director, Town of Castle Rock

303-814-7458

jsmullen@crgov.com

Parks and Recreation Department

2301 Woodlands Blvd Castle Rock, CO 80104 P: 303.814.7444 F: 303.660.1011





330 Fiedler Ave • P.O. Box 4058 • Dillon, CO 80435
970.292.3999 • www.summitFIRC.org

Mr. Scott Vargo
Assistant County Manager
Summit County Government
P.O. Box 68
208 E. Lincoln Ave., 3rd Floor
Breckenridge, CO 80424

April 9, 2014

Mr. Vargo:

As you know the Family and Intercultural Resource Center just completed its new family center building. I am writing to you on behalf of Matt Stais Architects, who we retained to complete the architectural requirements of our project. I would whole heartedly recommend Matt and his staff for any projects that the County might be pursuing in the future.

We found Matt's team to excel for many reasons. However, both his vision and understanding of our needs, and the expertise that he brought to the oversight of our project are the two most important. Our project was difficult for many reasons, from budget constraints to the type of funding available. Essentially Matt started with an empty shell of a building and was able to turn it into a space that not only met our functional needs, but provides an amazing public space for families which, as you know, was greatly needed by our community.

In addition, Matt was able to do all this within the confines of an extremely tight budget. He also had the expertise and the expertise on his staff, to help us wade through the waters of a construction project, not necessarily something which the FIRC has expertise in. Finally, he had the expertise to help us navigate the particularities of a federal construction project.

In short, it's hard to be completely satisfied on any construction project, but Matt satisfied all of the needs of our community, our Board, and our staff. His work was superb on every level. I would urge you to strongly consider him for your upcoming project and would be happy to answer any questions you might have.

Thanks for your time and consideration.

Tamara Drangstveit
Executive Director

Strong Families. Strong Community.



June 14, 2011

Ms. Shannon Smith
Engineering Department
Town of Breckenridge
150 Ski Hill Road
Breckenridge, Colorado

My office has worked with Matthew Stais Architects on several projects, including the Valley Brook Childcare Center (2007, now called Timberline Learning Center) and renovations to the Recreation Center Locker Rooms (2010). Both of these projects included substantial public outreach, which Stais Architects coordinated and acted as the lead entity.

The Childcare Center involved a series of public meetings, including 2 design charrettes, as well as a project-based website which served as a feedback tool for those unable to attend in person. The Rec Center project involved coordination among Town staff and contractors, as well as public input. Stais Architects managed these multiple sources and created designs which responded very well to project requirements and the needs of the community.

The fact that they were local and their understanding of the technical aspects of construction also helped each project go smoothly during build-out.

I would recommend Matthew Stais Architects for your upcoming project. If you have any further questions, I can be contacted at 453-3175 or tomd@townofbreckenridge.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Daugherty". The signature is written over a horizontal line.

Tom Daugherty
Assistant Public Works Director/Town Engineer



BUILDING & GROUNDS DEPARTMENT

970-668-4230
fax 970-453-3554
Post Office Box 68
Breckenridge, CO 80424
0037 Peak One Drive
Frisco, Colorado 80443

July 6, 2011

To Whom It May Concern:

Matthew Stais Architects was asked to create plans for the Summit County Employee Clinic in 2009. This project involved addressing many issues associated with creating a medical office space within a County facility. Matthew Stais Architects listened to our concerns and created plans that met all needs. Although it was a rush project, they met all time lines and provided the requested plans.

I would recommend Matthew Stais Architects for any future jobs with for Summit County Government.

Sincerely,

Wayne Byrne
Building & Grounds Director
Summit County Government



PROJECT APPROACH

PRE-CONSTRUCTION APPROACH

The first step to our approach is to gather data and perform a site assessment. The purpose of the work in this phase is to study the existing sites, surrounding connectivity, utilities, topography, and infrastructure to determine site constraints and opportunities. Once this is complete, we will develop site plan concepts reflective of the site conditions. During this phase we will refine our research as it relates to local land use and building codes and regulations. We will evaluate climate, orientation, the natural and built environment close to the site, and utility improvements that may be required. Including evaluating existing utility and transformer capacity to ensure that they are properly sized for the project.

Once prepared, we will evaluate the soils report and survey. We suggest the site survey and geotechnical borings be released as soon as possible as the market is extremely busy and this work could take several weeks to complete. We will synthesize all of this information and prepare a report detailing all of the constraints and opportunities that will be incorporated in the upcoming design phases. This will include an assessment of the sustainable strategies, including descriptions with pro's and con's (building orientation, passive HVAC design, solar power, etc).

We foresee at least one meeting between all involved for this phase. Site visits will also be beneficial for Matthew Stais Architects, JVA, Norris Design, Murraysmith, AE Design, and DMA. The focus of the meetings will be to review the final detailed report and address any questions from the Town of Frisco team.

The next step will be to verify the programming and conceptual design. The key activity in this phase will be to determine the feasibility of the preliminary program summary prepared by Matthew Stais and the initial consultants with input from the city team. We will analyze the plans, refine the program area summary of spaces, including square footage sizes, uses and any special conditions in terms of lighting of mechanical

systems. We will also look at the site in three dimensions (Revit - BIM) and consider the best orientation and form to take advantage of energy saving measures for future operational costs.

After validating the program, we will create optimal conceptual design solutions for the site. This will show all major program items and their adjacencies. A successful facility provides a clear direction and ease of use for the users. A detailed program area summary will be reviewed and refined with Town of Frisco to determine a clear path for moving the projects forward. Finally, our proposed team will all get together to develop the corresponding cost estimates.

Programming and Conceptual Design Deliverables include:

- Program - validate square footage summary
- Concept site plan options
- Concept floor plans
- Concept exterior elevations
- Preliminary 3D massing imagery
- Coordination for the preliminary cost estimate by the pre-construction team
- Pre-Application meetings with planning departments

We foresee at least two meetings for this phase. At the first meeting we will cover the programming verification and schedule. The second meeting will be held to review the final program and conceptual site/building design ideas. At the end of this phase we will provide conceptual imagery that can be used for community review and response.

Following approval of the conceptual design phase and preliminary pricing confirmation, we will further define the scope of the project and prepare design documents that are intended to be an effective communication of the design intent for the entire project.



Team workshops will be held during the Design phase to track the budget as products are being selected.

Design Development Deliverables include:

- 50% and 95% Design Development documents
- Detailed floor, reflected ceiling and roof plans
- Detailed exterior elevations and building sections
- 3D Revit views of building exterior
- Structural, and MEP design development plans
- Interior design concept and materials boards
- Landscape, Civil, grading and drainage plans (as needed for planning submittal)
- Coordination with pre-construction team for progress pricing.

After the construction budget is determined, workshops will be held to review the budget and value engineer if necessary. This meeting would include all stakeholders and team members. Existing and non-existing design ideas will be taken into account when budgeting for the Peninsula Recreation Area Office & Maintenance Building. If we brainstorm an idea where we can drive cost down, we will alert all party members before moving forward.

Following your approval of the design development documents we will prepare construction documents. The construction documents will include site, demolition, new building plans, elevations, sections, details, reflected ceiling plans, civil, structural, MEP, and landscape drawings. If alternate is selected, we will provide specifications that will list the procedures and products to be used in your project. This will include items such as doors, windows, hardware, trim, finishes, partitions, equipment, and plumbing fixtures, which we will select subject to your approval. These products will be compiled with photos and cut sheets into a product workbook so the ownership team can see the exact products that will be installed in the facilities. By creating this workbook, we can easily identify any specific facility needs for certain manufactures and vendors the client prefers. These items will then be described in the specifications for the general contractor's use to provide pricing, produce submittals, and for construction.

The planning department site review will be critical to the schedule and it is important that the pre-application meetings are set up at the commencement of the project. Documents should also be submitted to the planning department as soon as possible in order to stay on track with the schedule. We will also assist in compiling all the applicable permit forms and applications and fill out any relevant sections.

Construction Documents Deliverables include:

- 50% and 95% Construction documents
- Planning Department submittals
- Permit plans
- Product specifications (if selected): Preliminary instructions to bidders, preliminary bid forms, installation instructions, product warranties, and level of quality.
- FF&E preliminary plans and preliminary budget
- Coordinate with construction team
- Building Department submittals

We are here to guide you through this process and make it easier for you. If you have any questions about any of the steps listed above, we would be happy to discuss them in more detail.

After the permit documents are complete, MWGC will get assistance from Matthew Stais, Norris Design, DMA, Murraysmith, AE Design, and JVA to finalize our bid. As a design-build team, the architecture and engineering teams will perform full construction administration services during this phase with MWGC.

CONSTRUCTION APPROACH

Our proposed project team has extensive experience creating successful projects. Team members will work together closely throughout the Peninsula Recreation Area Office & Maintenance Building project to assure that it runs smoothly and stays within the specified budget and completion time frame. MWGC provides a level of professionalism and knowledge that encourages long lasting relationships with our clients.



MAINTAINING SUBCONTRACTOR PERFORMANCE

Ensuring high performance from subcontractors starts with open communication and solid coordination. We will conduct an internal preconstruction conference with Peninsula Recreation Area Office & Maintenance Building's major subcontractors.

We will identify subcontractors whose work affects each other and clarify project schedules, material lead times, and any potential conflicts between their scopes of work in an effort to get everyone on the same page before breaking ground. We will also conduct preconstruction meetings with subcontractors by phase prior to starting any new significant phase in the project, such as framing, structural steel, masonry, gypsum board, finishes, floor covering, etc.

The key to achieving high performance from subcontractors is building strong relationships with them. We are proud that we have been named General Contractor of the Year by the American Subcontractors Association of Colorado (ASA) seven times, most recently in 2015. After having received the award five years in a row, we were inducted into the ASA Colorado Hall of Fame, one of only six general contractors with this unique distinction. These awards are given by vote of the ASA membership, and as such, is a reflection of the respect and reputation we have earned from Colorado's subcontractors.

Our superintendent works to keep everyone moving at the right tempo, much like the conductor of an orchestra. It is the superintendent's responsibility to supervise all the crews on the jobsite, scheduling them to come in when it makes the most sense and supporting them in any way necessary. On the Peninsula Recreation Area Office & Maintenance Building project, we won't overlap crews too tightly; this ensures each team can successfully perform its portion of the job and we avoid wasting their time. Sequencing will be key.

With tight schedules and multiple crews, it's important to communicate and coordinate so that everyone is on the same page and understands the individual and collective

goals of the project. We will hold subcontractor meetings to help avoid surprises.

QUALITY CONTROL

We do not believe that delivering a quality product and maintaining a tight schedule and budget are mutually exclusive. MWGC's reputation for high quality work is based on our firm's experience and construction expertise combined with our employees' detailed knowledge of the contract documents. The project superintendent, project engineer, and project manager will continually monitor Peninsula Recreation Area Office & Maintenance Building to ensure that the correct materials are being used in accordance with the reviewed and approved submittals. They will ensure that superior quality craftsmanship is maintained and that the requirements of the contract documents are met. Materials will be tested to ensure the proper performance is achieved.

Our Quality Control Program is designed to provide supervision, inspection, and testing of all items of work, including that of suppliers and subcontractors, to ensure compliance with applicable specifications and drawings. Compliance applies to all furnished equipment, materials, workmanship, construction, finish, functional performance and identification.

Our Quality Control Procedures express our method of subcontractor coordination, project management and quality control to ensure:

- The process of qualifying subcontractors optimizes cost, quality and safety.
- Subcontract schedules are integrated into the project's master schedule to allow work to be performed in a productive and cost-effective manner.
- Legally binding subcontracts clearly define the scope of work, terms/conditions, and milestone dates.
- Coordination of subcontracts between various crafts enhances communication and cooperation.
- A schedule of values is developed for invoicing.
- Subcontract progress is verified and accurate, and payments (less retention) are made in a timely fashion.



VALUE ENGINEERING / COST CONTROL

At MWGC, we embrace the true concept of value engineering and welcome the challenge of incorporating an equal or better product or system than specified for less money and/or longer life. If we see a better way to accomplish specified work, we make recommendations and/or suggestions to the design team and owner to see if there is interest in pursuing value engineering. We reach out to manufacturers and subcontractors to create true value engineering suggestions.

We provide a high level of communication on each project. With every cost estimate, value engineering idea, or suggestion, we complete the pricing exercise and highlight every change in our budget. These cost cutting options are identified in an Excel spreadsheet and included in a written descriptive report that is continually updated throughout the process.

As a result of this acute attention to detail and communication, our clients are able to see the same project costs we are looking at—from start of schematic design to the guaranteed maximum price. Nothing is manipulated. Everything is transparent.

When MWGC worked in the role of GC on the **Paonia Public Library**, we were challenged to construct a new 8,000-square-foot, \$2.3-million state-of-the-art facility within the client's \$1.6 million budget. Humphries Poli Architects of Denver designed this stunning new community icon to meet LEED standards. MWGC was able to keep the program and square footage of the facility, and through some true value engineering and innovative ideas, built the entire project within the owner's budget. We focused on keeping the library's primary and defining components in place, such as the geothermal system, recycled materials, and other elements that would meet the project's sustainability goals and LEED standards. We value engineered the mechanical system and the entire library's finishes, ultimately creating a one-of-a-kind facility for this remote town on Colorado's Western Slope.

MWGC provided value engineering services as CMGC on the **Woodrow Wilson Academy** project for the Jefferson County School District. We worked within the district's tight budget to provide \$573,000 of structural stabilization and repairs to the school after soil fluctuations caused extensive damage throughout one of the three buildings on campus. Through a tremendous feat of engineering and construction efforts, the school was restored to its original state and the issue was resolved to ensure this type of situation would not occur again.

Another recent example of this win-win process took place during the estimating portion of the structural stabilization project for the **Roaring Fork Transportation Authority's Glenwood Maintenance Facility**. MWGC completed 42 separate estimates to analyze every potential constructability option for this project. The work was completed on time despite a seemingly impossible schedule.

Not only was the project on budget, but cost savings were also incorporated and returned to the client. *Engineering News-Record* recognized MWGC with ENR's Best Projects Award of Merit for its successful completion of this uniquely challenging project.

POTENTIAL RISKS

We do not foresee any potential risks to the Town of Frisco associated with this design/build process. We truly believe that we have assembled the best team for this project's success. We will be 100% open with the Town of Frisco through every step of the project, guiding you and answering any questions you have.

Everyone on this project team wants to see the Peninsula Recreation Area Office & Maintenance Building project be successful and continue our relationship with the Town of Frisco for many years to come.

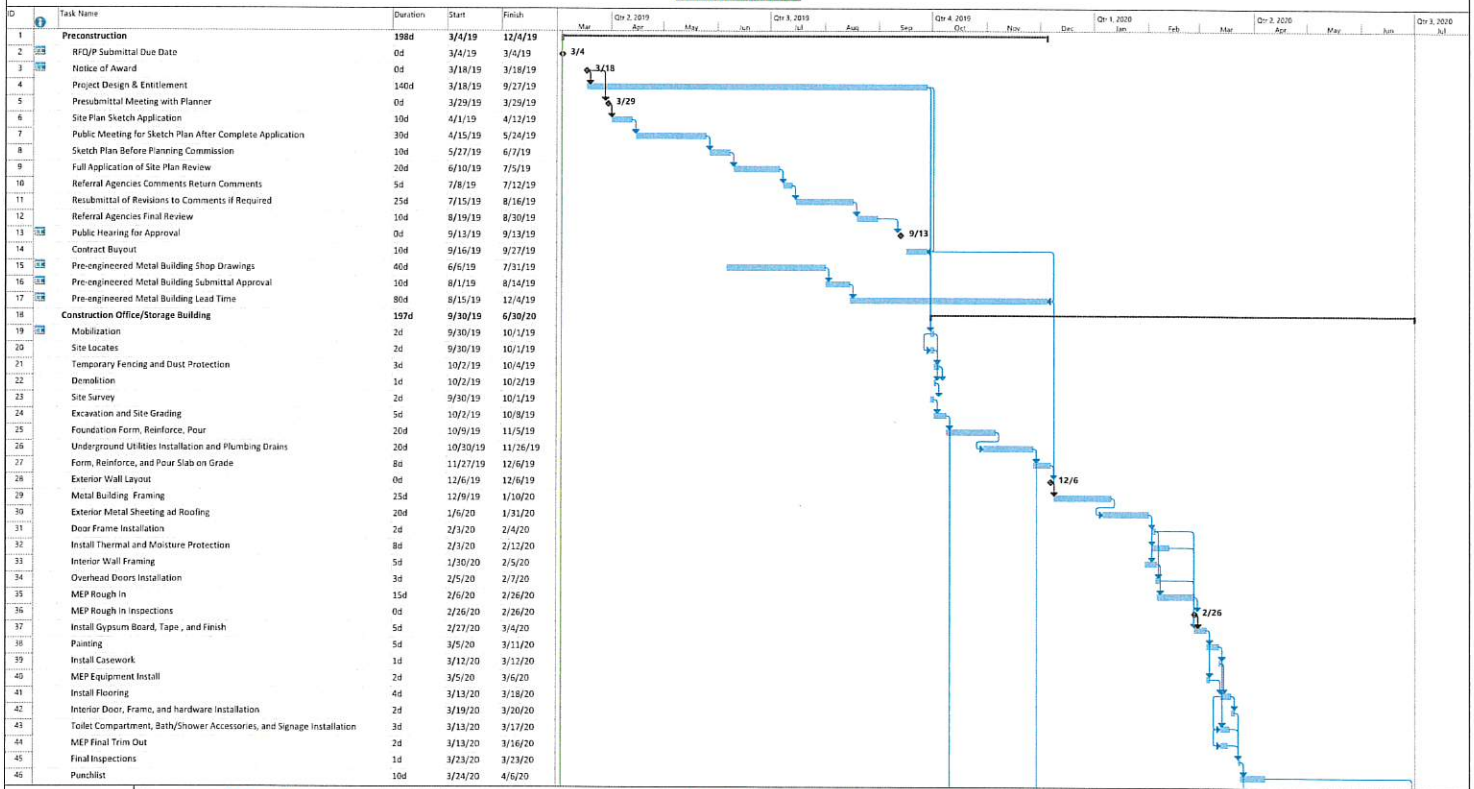


PROJECT CLOSEOUT

We provide an extremely thorough pre-punch list inspection and will not turn Peninsula Recreation Area Office & Maintenance Building over to the Town of Frisco until it is in an acceptable format. Our goal is for Peninsula Recreation Area Office & Maintenance Building to be so complete and accurate that the punch list can be done on the back of a business card with a magic marker.

MWGC will utilize the following formal closeout procedures to finish Peninsula Recreation Area Office & Maintenance Building:

- Operation / maintenance information, warranties, and all manuals will be collected and assembled into one easily accessible package for the Town of Frisco's and Matthew Stais Architect's use.
- As-built documents will be prepared by the project superintendent. All pertinent information from subcontractors will be compiled and then incorporated into the drawings, which will then be delivered to the Town of Frisco.
- As Peninsula Recreation Area Office & Maintenance Building completion approaches, the superintendent will create a "pre-punch list" and will attempt to complete any items on that list before the formal punch list is created by the design professional, owner's representative, and superintendent. All items on the formal punch list will then be corrected to Town of Frisco's satisfaction.
- Startup and testing of all building systems will be completed, and training for applicable systems will be completed with a representative of the Town of Frisco.
- Any tools, parts, or extra materials for the project will be delivered to Town of Frisco.
- Certificate of Occupancy, lien waivers, building commissioning information and any other documents relating to the project will be delivered to Town of Frisco.
- Consent of Surety will be obtained, if applicable.
- Reconciliation of all changes will be accomplished.
- Final cleaning will be performed.
- The Town of Frisco can expect a rapid response to any warranty concerns during the warranty period.



Project: 190225 - Peninsula Rec
Date: 3/4/19

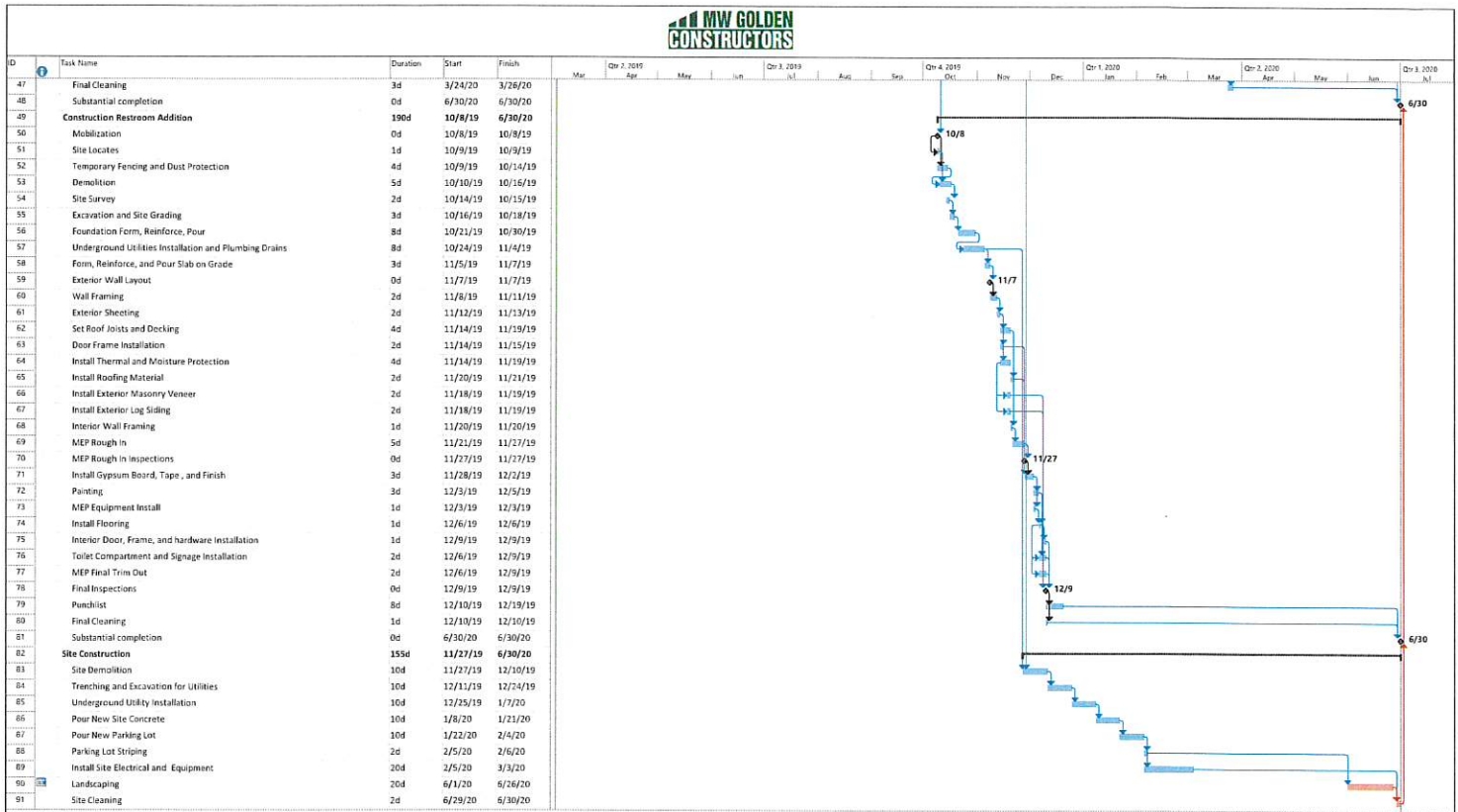
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MW GOLDEN CONSTRUCTORS
Page 1

190304 - Peninsula Recreation Area Preliminary Schedule
3/4/19

Legend:

- Task: Summary (blue bar), Inactive Milestone (grey bar), Duration only (light blue bar), Start only (dark blue bar), External Milestone (diamond), Critical Split (red bar)
- Split (dotted line), Project Summary (dashed line), Manual Summary Buffer (light blue bar), Finish only (dark blue bar), Disabled (grey bar), Program (green bar)
- Milestone (diamond), Inactive Task (grey bar), Manual Task (light blue bar), Manual Summary (light blue bar), Critical (red bar), Manual Progress (red bar)



Project: 190325 - Peninsula Rec
 Date: 3/4/19

Legend:
 Task: [Blue bar] Summary, [Green bar] Inactive Milestone, [Red bar] Duration only, [Yellow bar] Start only, [Purple bar] External Milestone, [Orange bar] Critical Split
 Split: [Dotted line] Project Summary, [Dashed line] Inactive Summary, [Dotted line] Manual Summary Rollup, [Dotted line] Finish only, [Dotted line] Deadline, [Dotted line] Progress
 Milestone: [Diamond] Inactive Task, [Diamond] Manual Task, [Diamond] Manual Summary, [Diamond] External tasks, [Diamond] Critical, [Diamond] Manual Progress

MW GOLDEN CONSTRUCTORS
 Page 2

190304 - Peninsula Recreation Area Preliminary Schedule
 3/4/19

10/17/18
 6/10/20
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SCHEDULE RISKS

The biggest risk to this project's schedule is inclement weather. While working in a high-altitude environment, weather can always be an issue. During preconstruction we must consider process such as waterproofing the Peninsula Recreation Area Office & Maintenance Building. Although snow and adverse weather may affect the schedule and processes, we have worked in the mountains since our incorporation in 1984 and have techniques in place to be able to work year-round.

To plan efficiently, technology is a major enabler for mountain construction conditions. We plan and replan all our projects before we ever get to the construction phase. MWGC will build the Peninsula Recreation Area Office & Maintenance Building in office many times before we ever get on-site.

Efficiency on any high-altitude jobsite is paramount. MWGC, along with our subcontractors make sure everything is coordinated, including materials and labor before anything gets built in the field.

Here are descriptions of some past projects that were completed in adverse mountain conditions.

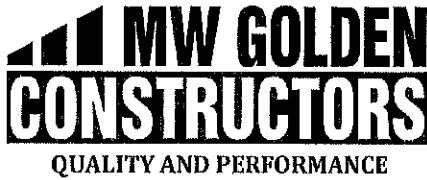
- **Vail Lionshead Parking Structure Improvements:** The project entailed constructing a 116 foot long by 51 foot wide canopy above the entrance to the parking structure. The canopy, made of Douglas Fir with decorative supporting columns of wood and stone, covers several new parking attendant booths and new entry and exit lanes. The lanes feature a hydronic snowmelt system, improving safety and reducing snowfall maintenance costs and efforts for the Town of Vail. One thousand feet of hydronic tubing was installed in the new lanes. The project was completed in two phases with no construction activity between the end of June and beginning of September so the garage could be used for the summer tourist season.
- **Aspen Maintenance Facility:** The facility has 44,000 square feet of total space. MWGC was hired to install snow-melting concrete pavement, a geothermal exchange system, new irrigation, new landscaping, storm water and site drainage improvements just to name a few. The facility remained operation throughout the renovation with as little disruption to the daily bus operations as possible.
- **Frisco Public Works Office Expansion:** MWGC just recently completed this project which adds a 2,400 square foot addition on to the original structure. MWGC started work in July of 2018 and completed the project in December 2018. Adhering to the schedule was critical with the winter months approaching. Two employee housing units were also included in the expansion. The addition of the employee housing units was crucial in getting this project the green light from the city.



MWGC has an excellent track record for meeting our clients' schedules. We pride ourselves in getting the job done on time; we work nights and weekends and do whatever it takes to accomplish this task. Clear communication and careful coordination with our clients and subcontractors are key elements to resolving problems and presenting solutions before they cause delays.

In today's construction climate projects are frequently fast-tracked, as owners have financial and scheduling requirements for their project to be completed as quickly as possible. We are accustomed to this concept and have completed similar projects by expediting work in the following ways:

- First and foremost, we have a great track record in achieving **high performance** from our subcontractors. We are proud that we have been named Contractor of the Year by the American Subcontractors Association of Colorado (ASA) five years in a row and, as a result, are one of only six contractors to be inducted into the ASA Colorado Hall of Fame for this award and recognition. We were honored to again be named ASA's 2013 and 2015 Contractor of the Year. These awards are given by vote of the ASA membership, and as such, is a reflection of the respect and reputation we have earned from Colorado's subcontractors.
- **Proper planning** also expedites the construction process. The MWGC team plans work efficiently from pre-construction through construction by gaining a clear understanding of the project's scope and communicating with everyone involved in the project. MWGC's entire team will perform a plan and constructability review during the preconstruction phase of Peninsula Recreation Area Office & Maintenance Building. All concerns will be presented in written form to allow the design team to make changes to the documents prior to construction. The goal is to identify the majority of the constructability issues prior to breaking ground. This ensures a level of understanding that eliminates issues once construction begins. We will conduct logistics planning meetings with our subcontractors, Matthew Stais Architects, and Town of Frisco prior to starting any significant phase in Peninsula Recreation Area Office & Maintenance Building. We hold weekly progress meetings and keep minutes for team meetings in which we talk about items such as outstanding RFIs, quality standards, safety issues, schedule, proposed changes, material deliveries and submittals, and any other items requiring attention. We issue meeting minutes within 24 hours of the meeting's conclusion to ensure our entire project team is on the same page moving forward, ultimately avoiding delays.
- Our team also excels at **problem solving**. If a problem arises during construction, the project superintendent will submit to Town of Frisco and Matthew Stais Architects an RFI with a proposed solution. This will help Peninsula Recreation Area Office & Maintenance Building stay on schedule and encourage a timely resolution to constructability issues.
- We have significant experience with projects requiring **detailed scheduling and fluctuating shifts**. This was crucial to performing five different phases of work while constructing the 40,000-square-foot Government Center Courts Expansion project. A portion of the construction occurred at night to accommodate users, while other work was completed during regular business hours with some occupants temporarily relocated for the construction. We expedite work in this manner on any project, as needed.



May 10, 2016

[Redacted]

Attention: [Redacted]

Reference: [Redacted]

Subject: Proposal Letter

Dear John:

MW GOLDEN CONSTRUCTORS is pleased to provide [Redacted] with a proposal for the [Redacted]. This proposal is in accordance with the Cover Sheet dated 4.29.16, Civil Drawings dated 4.13.16, Topographic Map dated 8.7.15, Architectural Drawings dated 4.29.16, A4.11 dated 3.1.16, Structural Drawings dated 4.29.16, Mechanical Drawings dated 4.1.16, Plumbing Drawings dated 4.1.16, Electrical Drawings dated 4.1.16 and Fire Protection, Alarm Drawings dated 3.30.16, Specifications dated 4.1.16 and Soils Report dated 12.31.15.

The following is a detailed cost breakdown of the above referenced scope:

Division	Description	Total	Cost Per SF	% of Total
010000	General Conditions	\$153,200	\$18.93	4.36%
010001	General Labor	\$23,920	\$2.96	0.68%
000002	Building Envelope Review & Quality Assurance	\$5,000	\$0.62	0.14%
011117	Preconstruction	\$10,000	\$1.24	0.28%
015423	Scaffolding	\$57,620	\$7.12	1.64%
015526	Traffic Control	\$10,000	\$1.24	0.28%
022113	Site Surveys	\$6,725	\$0.83	0.19%
024116	Structure Demolition	\$228,569	\$28.25	6.51%
031113	Concrete	\$119,853	\$14.81	3.41%
032113	Cast in place concrete Reinforcing Steel	\$3,369	\$0.42	0.10%
036000	Base Plate Grouting	\$1,240	\$0.15	0.04%
040513	Masonry	\$87,210	\$10.78	2.48%
051223	Structural Steel For Buildings	\$81,281	\$10.04	2.32%
057400	Decorative Metal Castings	\$20,000	\$2.47	0.57%
061053	Miscellaneous Rough Carpentry	\$91,235	\$11.27	2.60%
061100	Wood Framing	\$93,912	\$11.61	2.68%
064100	Architectural Wood Casework	\$55,000	\$6.80	1.57%
071113	Bituminous Damproofing	\$4,700	\$0.58	0.13%
072100	Thermal Insulation	\$38,212	\$4.72	1.09%

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Division	Description	Total	Cost Per SF	% of Total
072400	Exterior Insulation and Finish System	\$52,795	\$6.52	1.50%
074113	Metal Roof Panels	\$112,876	\$13.95	3.22%
074456	Mineral-Fiber Cement Siding	\$41,671	\$5.15	1.19%
078413	Penetration Firestopping	\$4,500	\$0.56	0.13%
079200	Joint Sealants	\$4,500	\$0.56	0.13%
081100	Metal Doors and Frames	\$60,023	\$7.42	1.71%
083600	Overhead Panel Doors	\$18,995	\$2.35	0.54%
084100	Entrances and Storefronts	\$10,856	\$1.34	0.31%
085000	Windows	\$94,371	\$11.66	2.69%
086200	Unit Skylight	\$1,700	\$0.21	0.05%
092900	Gypsum Board	\$111,732	\$13.81	3.18%
096000	Flooring	\$53,023	\$6.55	1.51%
096700	Floor Polishing	\$36,520	\$4.51	1.04%
099100	Painting	\$55,750	\$6.89	1.59%
101400	Signage	\$8,705	\$1.08	0.25%
102800	Toilet, Bath, Laundry Accessories, Corner Guards	\$5,000	\$0.62	0.14%
104000	Safety Specialties	\$1,150	\$0.14	0.03%
105100	Lockers	\$7,344	\$0.91	0.21%
107500	Flagpoles	\$5,000	\$0.62	0.14%
122000	Window Treatments	\$11,127	\$1.38	0.32%
130000	Firemen Pole and Landing Pad	\$17,500	\$2.16	0.50%
210000	Fire Suppression	\$58,612	\$7.24	1.67%
220000	Plumbing	\$169,230	\$20.91	4.82%
230000	HVAC	\$445,842	\$55.10	12.70%
260000	Electrical	\$297,142	\$36.72	8.46%
283000	Electronic Detection and Alarm	\$21,618	\$2.67	0.62%
310000	Earthwork & Utilities	\$203,659	\$25.17	5.80%
311200	Flexible Paving	\$23,900	\$2.95	0.68%
321713	Parking Bumpers	\$680	\$0.08	0.02%
329000	Planting	\$23,960	\$2.96	0.68%
600000	Insurance	\$52,243	\$6.46	1.49%
600001	Contingency	\$155,153	\$19.17	4.42%
600002	Margin	\$221,559	\$27.38	6.31%
600003	Builders Risk Insurance	\$5,046	\$0.62	0.144%
600004	Bond	\$25,446	\$3.14	0.725%
GRAND TOTAL:		\$3,510,273	\$433.80	100.00%

EHU COSTS INCLUDED ABOVE: \$1,047,552

INCLUSIONS

- Allowance 1 Wall/Floor Tile: \$20,000
 - o In lieu of specified allowance we have included: \$53,023 (this includes Allowance 1, Allowance 5 and Gym Flooring Allowance)
- Allowance 2 Appliances: Not Included
- Allowance 3 T&B Accessories: \$5,000
- Allowance 4 Cabinets: \$10,000
 - o In lieu of specified allowance we have included: \$47,200

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May 10, 2016

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- Allowance 5 Carpet and Resilient: \$9,000
 - o SEE ALLOWANCE 1 NOTE
- Allowance 6 Countertops: \$3,500
 - o In lieu of specified allowance we have included: \$7,800
- Allowance Flagpole: \$5,000
- Allowance Dedication Plaque: \$1,000
- Allowance Building Envelope Review and Quality Assurance Consultation: \$5,000
- Allowance Building Signage, Interior and Exterior: \$4,000
 - o In lieu of specified allowance we have included: \$6,705
- Allowance Decorative Stair Screen: \$20,000
- Allowance Door Hardware: \$10,000
- Allowance Gymnasium Floor: \$3,000
 - o SEE ALLOWANCE 1 NOTE
- Allowance Fire Pole Landing Pad: \$350
 - o In lieu of specified allowance we have included: \$3,300
- Allowance Plumbing Fixtures and Trim: \$15,000
- Allowance per RFQ/P – General Labor: \$23,920
- Allowance for Floor Polishing: \$36,520
- Allowance for Traffic Control: \$10,000
- Allowance for Interior Signage: \$1,000
- Allowance for Dampproofing: \$4,700
- Allowance for Joint Sealants: \$4,500
- Allowance for Penetration Firestopping: \$4,500
- No fire extinguishers were shown – we have included 5 total
- No Window Blinds were shown – we have included Window Blinds on all windows at reachable window sill heights (46 total openings)

OPTIONAL DEDUCTS

- Roofing Extended Weathertight Warranty – Deduct (\$3,800)
- Fire Pole Safety Kit – It's our understanding this is required by code – Deduct (\$8,000)
- We have assumed we are importing soils – If we can use on site soils the Deduct will be approximately (\$50,000)

EXCLUSIONS

- All taxes
- Owner's Protective Insurance
- Building Permit Fees/Plan Review Fees
- Tap/Development Fees
- Utility Company Fees
- Any Design Fees
- Temporary Construction Power/Water Consumption Fees
- Hazardous Material Abatement
- Hazardous Material Testing
- Materials Testing
- Security Cameras
- CCTV (Conduit Only has been included)
- Athletic Equipment
- Communications (Cat6 Wire)
- Appliances (by owner)

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████████████████████
May 10, 2016

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Thank you for the opportunity to work with ██████████ on another exciting project. We look forward to another mutually successful project.

Please call the undersigned with any questions.

Sincerely,
MW GOLDEN CONSTRUCTORS



Adam Alexander, AC
Senior Estimator



January 8, 2016

Attention: [REDACTED]

Reference: [REDACTED]

Subject: Accepted Value Engineering Items and Additional Cost Cutting Items

Dear Joel:

The following is an explanation of the agreed upon changes to the contract documents.

01 51 00 – Temporary Power/ Utilities (\$6,371.00)

It was agreed upon that the owner will fund the temporary meter costs for construction power and gas. Specifications state that the contractor shall pay all costs associated with power services, now shall indicate this will be provided by the owner.

01 57 00 – Snow and Ice Removal (\$10,147.00)

It was agreed upon that the town will perform snow and ice removal.

03 30 00 – Concrete (\$13,002.00)

The west side of the building's exterior concrete paving, which is 2,100 square feet, will be deleted. This is inclusive of concrete paving, reinforcement and striping. Precast parking blocks have been added to precast.

Due to the under slab insulation being removed the vapor barrier will be added back in the project scope. The specifications call for a 10mm vapor barrier under slab.

03 40 00 – Precast Concrete (\$15,745.00)

It was agreed upon that bin blocks would be used in lieu of jersey barriers, and the town would install the bin blocks, 110 bin blocks will be used for the material storage area. The drawing show 375 linear feet of jersey barriers to be installed, which equates to roughly 38 – 10'-0" long barriers.

05 50 00 Metal Fabrication (\$2,138.00)

It was agreed upon that steel bollard size would be reduced to 7'-0". The drawings indicate 8'-0" steel bollards with cap. The substitution of metal grated treads on the stairs as opposed to concrete treads. It was agreed upon that the stair railing infill rails will be reduced by two. The drawings indicate 8 infill rails to be used, this will be reduced to 6 infill rails.

06 40 00 Architectural Woodwork (\$2,203.00)

It was understood that the necessary work required to install the stock Corian window sills in lieu of group "C" Corian window sills would be less, therefore we deemed it appropriate to substitute said stock Corian window sills. The specifications call for group "C" Corian window sills, this substitute would include group "A" Corian window sills.

It was agreed upon to substitute A&M counter supports in lieu of Rakks Brackets. The specifications call for Rakks "model EH-1824", the substitute will include A&M brackets (model to be determined at a later date).

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07 21 14 – Under Slab Insulation (\$4,500.00)

It was agreed upon that the under slab insulation will be reduced to just 4 foot around the perimeter of the public works structure.

07 72 00 – Roof Accessories (\$8,536.00)

It was agreed upon that the fall protection is unnecessary due to the slope of the roof. The specifications call for a metal wire fall protection system, this system will be removed.

08 33 00 – Overhead Doors (\$3,011.00)

It was agreed upon that the type of overhead door may be changed. The specifications call for Stormtite AP Model 626 coiling doors and a Clopay Model 3720 sectional door, we have selected doors from Overhead Door Company of Denver that are comparable to the requested doors. The coiling doors are series 620 and the sectional door is a series 591, both are manufactured by Overhead Door Company.

09 29 00 – Gypsum Board (\$1,486.00)

It was agreed upon to remove the abuse board specified for the second story hallway. The drawings call for 5/8" abuse resistant gypsum board in the hallways, this product will be removed from the bid.

09 51 23 – Acoustical Tile Ceiling (\$912.00)

It was agreed upon that Rockfon ceiling tiles would be used in lieu of Armstrong World Industries, Inc.

09 60 00 – Flooring (\$2,806.00)

It was understood that sealed concrete would be used for the entire floor in lieu of vinyl composite tile flooring. The specifications call for 12" x 12" x 0.125" Armstrong VCT flooring, Permasil concrete sealant will be used as a substitute.

10 22 13 – Wire Mesh Partitions (\$7,266.00)

It was agreed upon that chain link fencing is to be used in lieu of the wire mesh partitions.

10 28 00 – Toilet, Bath, and Laundry Accessories (\$277.00)

It was agreed upon that the toilet bath and laundry accessories will be changed from Bobrick Washroom Equipment to Gamco Specialty Accessories.

13 31 00 – Fabric Structure (\$5,060.00)

It was agreed upon to reduce the fabric structure size to 40' - 0" x 50' - 0". The specifications call for a 42' - 0" x 50' - 0" Accu-Steel Fabric Covered Building Solutions fabric structure.

13 34 19 – Metal Building System (\$3,139.00)

It was agreed upon that the horizontal panels on the exterior of the metal building will be removed in exchange for the vertical paneling in accordance with the specifications and quoted material.

22 00 00 – Mechanical (\$28,100.00)

Change Specification on Plumbing Fixtures (\$3,000.00)

Decrease to traffic rated trench drains (\$9,000.00)

Remove solar thermal from Mechanical bid (\$8,000.00)

Remove sand and oil interceptor (\$3,000.00)

Remove air compressor from bid (\$2,500.00)

Controls subcontractor voluntary credit (\$2,600.00)

23 56 13.19 – Solar Thermal (\$11,600.00)

It was agreed upon that the solar thermal system would be removed from the scope.

26 00 00 – Electrical (\$1,013.00)

It was agreed upon that aluminum feeders may be substituted for copper feeders. The specifications call for copper feeders, but it was suggested to us the aluminum feeders would be a viable option in reducing cost.

26 31 00 – Photovoltaic (\$14,438.20)

As requested by the engineer and the owner a 10.7 kWh photovoltaic system has been substituted for a 16.9 kWh photovoltaic system.

31 00 00 – Earthwork (\$10,374.00)

It was agreed upon that the town will perform cleaning and grubbing, tree removal, fine grading, living fence grading, and tree installation. The installation of a Vehicle Traction Control pad will be deducted from this bid per agreement from the owner and engineer.

33 00 00 – Water Utilities (\$9,431.00)

It was agreed upon that the Town of Nederland will be purchasing and supplying the piping for the water utilities. If piping remains in MWGC contract, purchasing PVC C900 in lieu of ductile iron pipe will save – (\$2,041.92)

Alternate 1: It was agreed upon that the Town to Nederland will purchase the ductile iron piping for water main from ridge road to property line - (\$22,453.00)

If piping remains in MWGC contract, purchasing PVC C900 in lieu of ductile iron pipe will save: – (\$12,897.48)

48 16 00 – Geothermal Loop (\$16,431.00)

Change subcontractor to Can-Am Drilling

Additional Scope Deferral Options:

03 40 00 – Precast Concrete (\$8,525.00)

Remove jersey barriers from the project.

08 33 00 – Overhead Doors (\$800.00)

It was understood that the Town of Nederland has two coiling door motors, the price to install these motors would be \$800 by Overhead Door Company. Please verify that the motors are fit to operate the coiling doors.

12 20 00 – Window Coverings (\$1,220.00)

Remove window shades from bid

13 34 01 – Fabric Structure (\$82,891.00)

Remove salt and sand storage fabric structure and foundation from the project.

13 34 01 – Fabric Structure to Pole Barn

As discussed during our meeting the idea of a pole barn to save money has been explored. A pole barn with the dimension 40'-0" x 50'-0" x 20'-0" would save (\$9,820). A pole barn with the dimensions 40'-0" x 30'-0" x 20'-0" would save (\$15,820).

26 31 00 – Photovoltaic (\$28,123.00)

Remove the photovoltaic system from the project.

32 31 00 – Fencing and Gates (\$7,174.00)
Remove Police impound lot fencing and gates.

33 00 00 – Utilities (\$144,107.10)
If [REDACTED] performs water main from Ridge Road to [REDACTED].

The following is a detailed cost breakdown of the above referenced project:

Division	Description	Total Cost	Cost Per SF	% of Total
010000	General Conditions	\$158,844	\$21.83	7.46%
013223	Surveying	\$12,985	\$1.78	0.61%
015626	Temporary Fencing	\$5,097	\$0.70	0.24%
033000	Cast In Place Concrete	\$160,671	\$22.09	7.55%
034000	Precast Concrete (Bin Blocks only)	\$8,525	\$1.17	0.40%
055000	Metal Fabrication (Bollards)	\$29,410	\$4.05	1.38%
061000	Rough Carpentry	\$4,200	\$0.58	0.20%
064000	Architectural Woodwork	\$8,932	\$1.23	0.42%
071000	Dampproofing and Waterproofing	\$1,227	\$0.17	0.06%
072113	Foundation Insulation	\$2,106	\$0.29	0.10%
072114	Under Slab Rigid Insulation	\$6,092	\$0.84	0.29%
077200	Roof Accessories	\$2,150	\$0.30	0.10%
079200	Joint Protection	\$3,785	\$0.52	0.18%
081100	Metal Doors and Frames	\$14,574	\$2.00	0.68%
083300	Overhead Doors	\$27,598	\$3.79	1.30%
085000	Windows and walk doors	\$10,984	\$1.51	0.52%
086000	Skylights	\$3,080	\$0.42	0.14%
092900	Gypsum Board	\$57,558	\$7.91	2.70%
095123	Acoustical Ceiling Tile	\$2,532	\$0.35	0.12%
096000	Flooring	\$8,080	\$1.11	0.38%
099000	Painting and Coating	\$16,212	\$2.23	0.76%
101100	Visual Display Units	\$447	\$0.06	0.02%
101400	Signage	\$853	\$0.12	0.04%
102213	Wire Mesh Partitions (Chain Link Sub)	\$1,323	\$0.18	0.06%
102800	TBL Accessories	\$12,990	\$1.79	0.61%
122000	Window Coverings	\$1,220	\$0.17	0.06%
133100	Fabric Structures	\$41,820	\$5.75	1.97%
133419	Metal Building Systems	\$204,591	\$28.12	9.61%
133420	Anchor Bolts	\$603	\$0.08	0.03%
144500	Two post vehicle lift	\$16,300	\$2.24	0.77%
210000	Fire Suppression	\$21,000	\$2.89	0.99%
220000	Plumbing	\$238,059	\$32.72	11.19%
230000	HVAC	\$117,404	\$16.14	5.52%
260000	Electrical	\$266,097	\$36.58	12.50%
263100	Photovoltaics	\$28,123	\$3.87	1.32%
310000	Earthwork	\$301,638	\$41.46	14.17%
329219	Seeding	\$18,056	\$2.48	0.85%
323100	Fencing and Gates	\$7,174	\$0.99	0.34%
331000	Water Utilities	\$108,377	\$14.90	5.09%

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Division	Description	Total Cost	Cost Per SF	% of Total
481600	Geothermal Loop	\$26,950	\$3.70	1.27%
600000	Insurance	\$35,546	\$4.89	1.67%
600001	Payment and Performance Bond	\$15,289	\$2.10	0.72%
600002	Margin	\$119,517	\$16.43	5.62%
Total:		\$2,128,018	\$292.51	100.00%

Alternate 1, Water main from Ridge Road to property line: (original bid price: \$124,428.00)

Division	Description	Total Cost	Cost Per SF	% of Total
330000	Base Bid	\$115,914	\$15.93	115.13%
330000	Ductile piping paid for by town	-\$22,162	(-\$3.05)	(-22.01%)
600000	Insurance	\$469	\$0.06	0.47%
600001	Payment and Performance Bond	\$809	\$0.11	0.80%
600002	Margin	\$5,653	\$0.78	5.61%
Total:		\$100,683	\$13.84	100%

Project Grand Total (Base bid and Alternate 1): **\$2,238,805.00**



Division	Description	Total Cost
015100	Temporary Power and Utilities	\$6,840.00
015700	Snow and Ice Removal	\$10,894.00
034000	Bin block placement	\$3,306.00
310000	Grubbing, tree removal, and fine grading	\$7,412.00
310000	Water pipe purchasing for utilities and alternate	\$33,899.0
310000	Living fence grading and tree installation	\$3,103.00
Total:		\$65,454.00

Sincerely,
MW GOLDEN CONSTRUCTORS

Michael Ryan
Project Estimator



Meeting #23

MW GOLDEN CONSTRUCTORS
 1700 Park Street
 Castle Rock, Colorado 80109
 Phone: (303) 688-9848
 Fax: (303) 688-8269

Project: [REDACTED]

OAC Meeting Minutes

MEETING DATE: 02/20/2019 **MEETING TIME:** 9:00 AM - Mountain Time (US & Canada)

MEETING LOCATION: Jobsite

OVERVIEW:
 Review and coordinate upcoming construction activities.

NOTES:

ATTACHMENTS:
[190219 - RFI Log.pdf](#) [190219 - Submittal Log.pdf](#) [190218 -190303 Two Week Schedule.pdf](#) [190219 - Change Log.pdf](#)

ATTENDEES:

Name	Company	Phone Number	Email	Attendance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	Only
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Chris Honey	MW GOLDEN CONSTRUCTORS	Tel: (303) 688-9848	choney@mwgolden.com	Present
Mike Weber	MW GOLDEN CONSTRUCTORS	Tel: (720) 531-4051	mweber@mwgolden.com	Present

Safety/ Security

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
1.2	4	Access to staves				Open
Official Documented Meeting Minutes: No issues with access to statues, although winter conditions make it difficult.						
Previous Meeting Minutes: 02/13/2019: No issues at this time.						

Schedule

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
2.1	1	2-week look ahead				Open

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.
 Please contact MW GOLDEN CONSTRUCTORS if there are any discrepancies or questions with the content of these minutes.

	<p>Official Documented Meeting Minutes: The concrete pour was pushed off, concrete forming was not quite ready to pour Friday. Now scheduled for Wednesday 2/27. In the mean time the columns will be formed up in anticipation to pour those next.</p> <p>Discussed the concrete footings and stemwalls in the crawlspace. The area is frozen and buried in snow. It was agreed that spending the money to clear the snow, thaw and dry out the area as needed to pour concrete would not be wise at this time. The crawlspace footings and stem walls will be postponed to phase 2 when the weather is warm and dry.</p> <p>After the grand stair, we will pour the columns, clean the site, install required erosion control as per the State's inspection report, and put up fencing. Reviewed fencing costs, which may be covered by funds in the budget. Chris will review the driven post, which will not be possible. Updated pricing to follow.</p>
	<p>Previous Meeting Minutes: 02/13/2019: Forming of the grand stair is nearing completion. Concrete pour is anticipated for Friday this week. Forming the crawlspace footings and stem walls will follow.</p>

Quality Control

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
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Review of Material Deliveries

No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
4.3	5	Septic Tanks				On Hold

Official Documented Meeting Minutes:
No change, still on hold.

Previous Meeting Minutes:
02/13/2019:
No change, on hold.

4.4	15	Structural Steel				Open
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Official Documented Meeting Minutes:
MWGC's trip to Pueblo will be scheduled, and we will invite [REDACTED] to come along too.

Previous Meeting Minutes:
02/13/2019:
Steel is being stored at the erector's yard in Pueblo. MWGC may take a trip there to cover the steel with tarps, [REDACTED] may ride along. The timing of that visit is to be determined.

4.5	15	Materials on hold				Open
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Official Documented Meeting Minutes:
Light fixtures will come on (3) pallets, shrink wrapped. [REDACTED] will clear an area in the shed to store the material. Delivery can occur in the next 2-weeks.

Previous Meeting Minutes:
02/13/2019:
Discussed light fixtures which were unable to be cancelled, and the electrician decided to keep them coming to avoid tariffs and year-end price increases. [REDACTED] can probably take delivery and store them in the shed on site to avoid off-site storage cost of \$750. MWGC to verify how many pallets would be coming.

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.

Please contact MW GOLDEN CONSTRUCTORS if there are any discrepancies or questions with the content of these minutes.

Review of Submittals						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
5.1	22	Stone veneer color				Open
Official Documented Meeting Minutes: New stone veneer samples have been requested, pending receipt.						
Previous Meeting Minutes: 02/13/2019: [REDACTED] reconsidered the color selected for the stone veneer and feels something warmer with more reds and yellows might be a better choice, like what's shown on the architectural rendering. MWGC will gather more samples for review.						

Request for Information						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
6.1	1	New RFIs				Open
Official Documented Meeting Minutes: RFIs 41 and 42 are still open. Jon will check with Alex to get the answers.						
Previous Meeting Minutes: 02/13/2019: No new RFIs. RFIs 41 and 42 are open. Jon will follow up with Alex for an answer. Discussed possibly increasing the column thickness on the interior side to simplify forming, but determined the steel joist package would be adversely affected. Columns will remain per design.						

Changes						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
7.4	4	Parking Relocation				On Hold
Official Documented Meeting Minutes: No change, still on hold.						
Previous Meeting Minutes: 02/13/2019: No change, still on hold.						
7.11	13	Colored Concrete				Open
Official Documented Meeting Minutes: No change at this time.						
Previous Meeting Minutes: 02/13/2019: No change. Price options will be provided for information.						
7.12	20	Plow/Sand Driveway				Open
Official Documented Meeting Minutes:						

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.

Please contact MW GOLDEN CONSTRUCTORS if there are any discrepancies or questions with the content of these minutes.

	No change at this time.				
	Previous Meeting Minutes: 02/13/2019: No change at this time.				
7/13	22	Water cistern tie-in			Open
	Official Documented Meeting Minutes: Living Water is working on a price. Evergreen Drilling seems to be no longer around. MWGC will keep looking and report back.				
	Previous Meeting Minutes: 02/13/2019: [REDACTED] would rather not use Colorado Pump for the water cistern tie-in. MWGC will reach out to Living Water and Evergreen Drilling, as well as ask our preferred driller in Douglas County for pricing.				
7/14	23	Door frame revision			Open
	Official Documented Meeting Minutes: Discussed change listed for door frame revisions per submittal review. MWGC will investigate further to explain the changes.				

Items Requiring Attention of MWGC						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
8.1	1	Gas and Electric Service				Open
	Official Documented Meeting Minutes: No change on gas. IREA sent a letter advising their contract expired, as it was not signed and the fees not yet paid. It was agreed that renewing that at this time would not be of any benefit, as it is unknown when the service would be installed. MWGC will contact IREA for clarification regarding engineering fees already paid and potential cost increases.					
	Previous Meeting Minutes: 02/13/2019: Gas utility was expected to make a site visit to review meter location but has not yet been here.					
8.2	6	Calendar of Additions				On Hold
	Official Documented Meeting Minutes: No change, still on hold.					
	Previous Meeting Minutes: 02/13/2019: No change, still on hold.					
8.3	12	Billing schedule				Open
	Official Documented Meeting Minutes: February billing will be submitted next week.					
	Previous Meeting Minutes: 02/13/2019: No further information. February is expected to be final progress billing for this phase.					

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.

Please contact MW GOLDEN CONSTRUCTORS if there are any discrepancies or questions with the content of these minutes.

Items Requiring Attention of Owner / Architect						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
9.2	4	Plan Correction Notice				On Hold
Official Documented Meeting Minutes: No change, still on hold.						
Previous Meeting Minutes: 02/13/2019: No change, still on hold.						
9.3	6	Septic System Redesign				Open
Official Documented Meeting Minutes: No change, still on hold.						
Previous Meeting Minutes: 02/13/2019: No change at this time.						

Status of Application for Payment						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status
10.5	16	Payment Application 8 (Dec.)				Open
Official Documented Meeting Minutes: Paper check was received last Friday, but made out to NW GOLDEN CONSTRUCTORS. We attempted to deposit, but it was returned with insufficient funds due to timing of deposits.						
Previous Meeting Minutes: 02/13/2019: A paper check for pay app 8 has been mailed, [redacted] not sure of the amount of the check. [redacted] advised [redacted] wanted to see copies of all invoices and would pay subcontractors and suppliers directly. Mike will call to discuss with [redacted].						
10.6	19	Payment Application 9 (January)				Open
Official Documented Meeting Minutes: [redacted] not sure if inspection was made yesterday for January's payment application. Still under review.						
Previous Meeting Minutes: 02/13/2019: Pay app 9 being processed.						

Other Items						
No	Meeting Origin	Title	Assignment	Due Date	Priority	Status

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.
 Please contact MW GOLDEN CONSTRUCTORS if there are any discrepancies or questions with the content of these minutes.



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Job #: [REDACTED]

All Submittals

Spec Section	#	Rev.	Title	Type	Status	Responsible Contractor	Final Due Date	Submit By	Location	Received From	Received Date	Ball In Court	Approvers	Response	Sent Date	Returned Date	Due Date	Distributed Date	
09255 Gypsum Board Assemblies	09255-2	0	Interior Wall Framing Shop Drawings	Other	Open	Delta Drywall	01/30/2019			Rusty Plowman	01/16/2019	[REDACTED]	Byczkowski, Kevin (MW GOLDEN CONSTRUCTORS)	Approved Pending	01/16/2019	01/16/2019	01/16/2019	01/30/2019	
07241 Exterior Insulation and Finish Systems	07241-9	0	Alternate Color Stone Veneer Sample	Sample	Open	G&E Construction LLC	03/12/2019	02/26/2019	Building	Alan Estrada	02/22/2019	[REDACTED]	[REDACTED]	Pending	02/26/2019			03/12/2019	
07241 Exterior Insulation and Finish Systems	07241-1	0	Stone Veneer Grout Product Data and Sample	Product Information	Awaiting Trade Submittal	G&E Construction LLC	10/12/2018	09/28/2018		Alan Estrada		[REDACTED]	Estrada, Alan (G&E Construction LLC)	Pending	10/05/2018			10/12/2018	
06105 Miscellaneous Carpentry	06105-3	0	Carpentry Treatment Product Information	Other	Awaiting Trade Submittal			10/26/2018				Kevin Byczkowski (MW GOLDEN CONSTRUCTORS)							
06105 Miscellaneous Carpentry	06105-2	0	Carpentry Test Reports	Other	Awaiting Trade Submittal			10/26/2018				Kevin Byczkowski (MW GOLDEN CONSTRUCTORS)							
06105 Miscellaneous Carpentry	06105-1	0	Carpentry Product Data	Product Information	Awaiting Trade Submittal			10/26/2018				Kevin Byczkowski (MW GOLDEN CONSTRUCTORS)							
06100 Rough Carpentry	06100-1	0	Rough Carpentry Product Data	Other	Awaiting Trade Submittal			10/26/2018				Kevin Byczkowski (MW GOLDEN CONSTRUCTORS)							
05500 Metal Fabrications	05500-4	0	Structural Steel Welding Certificates	Other	Awaiting Trade Submittal	D & E Steel Services, Inc.	09/03/2018	08/31/2018		John Shaw		John Shaw (D & E Steel Services, Inc.)	Shaw, John (D & E Steel Services, Inc.) Byczkowski, Kevin (MW GOLDEN CONSTRUCTORS)	Pending Pending	08/20/2018			08/31/2018	09/03/2018
No Spec Section	230001	0	Test & Balance Form Submittal	Product Information	Open	Apollo Sheet Metal, Inc. DBA: Apollo Mechanical Contractors	11/23/2018			Heather Espinoza	11/06/2018	[REDACTED]	Byczkowski, Kevin (MW GOLDEN CONSTRUCTORS)	Approved Pending	11/09/2018	11/09/2018	11/09/2018	11/23/2018	



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Job #: [REDACTED]

Spec Section	#	Rev.	Title	Type	Status	Responsible Contractor	Final Due Date	Submit By	Location	Received From	Received Date	Ball In Court	Approvers	Response	Sent Date	Returned Date	Due Date	Distributed Date
No Spec Section	220000	0	Plumbing Equipment Product Data	Product Information	Open	Apollo Sheet Metal, Inc. DBA: Apollo Mechanical Contractors	11/12/2018	09/28/2018		Heather Espinoza	11/02/2018	Jon Moore Koenigsberg (Moore Koenigsberg Architecture, Inc.)	Espinoza, Heather (Apollo Sheet Metal, Inc. DBA: Apollo Mechanical Contractors) Byczkowski, Kevin (MW GOLDEN CONSTRUCTORS)	Submitted Approved as Noted Pending	09/12/2018 11/05/2018	11/02/2018 11/05/2018	09/28/2018 11/05/2018 11/12/2018	



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Job #: [REDACTED]

RFI LOG

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
42	Foundation Stem Wall Temporary Supports	Open	MW GOLDEN CONSTRU...	Byczkowski, Kevin (MW GOLDEN CONSTRUCTORS)	Charvat, Alex (A...	02/06/2019	Kevin Byczkowski	02/09/2019		Charvat, Alex (A...		TBD		TBD
41	Wall Elevation Change - Grid 1 at Grand Staircase	Open	MW GOLDEN CONSTRU...	Honey, Chris (MW GOLDEN CONSTRUCTORS)	Moore Koenigsberg... Charvat, Alex (A...	02/05/2019	Kevin Byczkowski	02/08/2019		Moore Koenigsberg... Charvat, Alex (A...		TBD		TBD



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Job #: [REDACTED]

Prime Contract

Potential Change Orders

#	Revision	Title	Status	Date Initiated	Change Reason	PCCO	Change Event	Change Event Type	Schedule Impact	Amount
490103	0	Water cistern tie-in	Draft	09/10/18	Design Development		CE #003	Contingency		\$9,079.00
490123	0	De-icing Road	Draft	02/05/19	Client Request		CE #023	Contingency		\$400.00
490122	0	Door Frame Revisions per Submittal	Draft	02/05/19	Design Development		CE #022	Owner Change		\$817.00
490118	0	Drywall I/O Wood Ceilings	Rejected	11/15/18	Client Request		CE #018	Owner Change		\$0.00
490109	0	Septic System Redesign	Draft	10/05/18	Design Development		CE #011	Owner Change		\$1,588.08
490116	0	Additional Water Storage Tanks - provided by owner	Approved	11/05/18	Client Request		CE #016	Owner Change		\$0.00
490120	0	Under Stair Storage	Rejected	12/06/18	Client Request		CE #020	Owner Change		\$0.00
490108	0	Hoated Exterior Concrete	Void	09/29/18	Client Request		CE #008	Owner Change		\$0.00
490106	0	Permitting and Design Fees	Approved	09/19/18	Design Development	PCCO #001	CE #006	Owner Change		\$26,126.00
490112	0	Decra Roofing	Approved	10/10/18	Client Request	PCCO #002	CE #012	Transfer		(\$2,498.00)
490104	0	Deloto Retaining Wall 4	Approved	09/10/18	Design Development	PCCO #002	CE #004	Transfer		(\$37,857.00)
490110	0	Bollards and Transformer Location	Approved	10/05/18	Design Development	PCCO #002	CE #010	Owner Change		\$0.00
490111	0	Fire Pump Revision - Pump and Piping	Approved	10/05/18	Design Development	PCCO #002	CE #009	Transfer		\$0.00
490101	0	Rock Excavation	Approved	09/10/18	Existing Condition	PCCO #002	CE #001	Contingency		\$135,433.00
490114	0	Electrical Requirements for Fire Suppression Equipment	Approved	10/22/18	Design Development	PCCO #002	CE #014	Owner Change		\$26,592.00
490102	3	Fire Protection Tank Revision	Approved	09/10/18	Design Development	PCCO #003	CE #002	Transfer		(\$23,234.00)
490117	0	Underslab Drain	Approved	11/07/18	Existing Condition	PCCO #003	CE #017	Contingency		\$0.00
490113	0	Added Window per RFI 16	Approved	10/16/18	Client Request	PCCO #003	CE #013	Owner Change		\$7,596.00
490105	0	Natural Gas I/O Propane	Approved	09/11/18	Design Development	PCCO #003	CE #005	Owner Change		\$0.00
490115	0	Deloto Stone on N. Stair Elevation	Approved	11/01/18	Client Request	PCCO #003	CE #015	Transfer		(\$14,112.00)
490107	0	Culvert Piping	Approved	09/26/18	Client Request	PCCO #003	CE #007	Owner Change		\$1,436.00
490119	0	Foundation Redesign	Approved	11/28/18	Design Development	PCCO #004	CE #019	Contingency	14 days	\$0.00
490121	0	Underground Plumbing Added per RFI19	Approved	01/16/19	Client Request	PCCO #004	CE #021	Owner Change		\$7,966.00
Total:									14 days	\$139,332.08



DIFFERENTIATING FACTORS

MWGC is an award-winning contractor. We've been named the American Subcontractors Association of Colorado's (ASA) Contractor of the Year in 1999, 2000, 2001, 2002, and 2003. As a five-time winner, our firm was inducted into the ASA Colorado Hall of Fame—one of just a few general contractors in Colorado to achieve that distinction. In 2013 and 2015 we were again named ASA Contractor of the Year. We have also received the Associated Builders and Contractors (ABC) STEP Award several times and repeatedly earned ABC and ASA safety award recognition over the years, most recently in 2013. MWGC received ABC's Accredited Quality Contractor Certification in 2010, 2011, 2012, and 2013. While we consistently receive awards for our projects and for our role in the industry, it is the relationships we build and maintain that mean the most to us and help to create satisfied, repeat clients.

Our focus on our clients is what makes us stand apart from our competitors. When working on any project, we provide a high level of communication. MWGC is always 100% honest on our projects and will show every document created to the Town of Frisco if requested. Nothing is manipulated, everything is transparent.

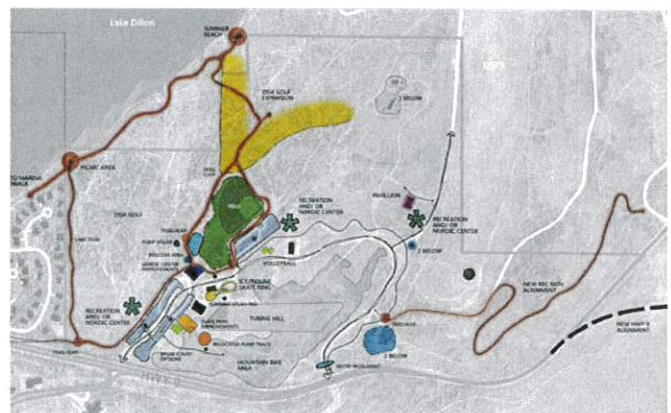
Over our 34 years in business, we have completed numerous projects in high altitude environments, including the Frisco Public Works Facility & Employee Housing Units project completed in 2018. Over the course of this project, we learned the documentation and permitting processes the Town of Frisco employs. With these processes fresh in our minds we can be quicker and more efficient on the Peninsula Recreation Area Office & Maintenance Building.

While some of our competitors may only be teaming up with one or two other companies on this proposal, we want to be transparent with the Town of Frisco and give them a list of what we believe will be the biggest influencers to this project's success. Between MWGC, JVA, Murraysmith, Matthew Stais Architects, AE Design, Norris Design, and DMA Engineering, we have over 200 years of combined experience!

With this amount of experience, we have seen almost all there is to see and can identify issues before they occur during construction. We look forward to continuing our relationship with the Town of Frisco on this fun and exciting project.

The biggest differentiating factor between our team and our competitors is that Norris Design has already completed the master plan for the Frisco Peninsula Recreation Area. According to their master plan:

The Peninsula Recreation Area (PRA) is one of the assets that makes Frisco a unique mountain town. At 807 acres in total size, 220 acres of which is Town-owned, the PRA represents the largest Town-owned recreational space in the community. The Town held a Community Conversation in February 2017 to prioritize potential project options with the community. Sixty community members attended the event and participated in a key pad polling session to weigh in on several park and recreation improvements that had previously been identified. Norris Design then held a follow-up charrette in May to understand short-and long-term goals for the PRA. A list of potential projects for implementation in 2017 was developed, including a natural play structure, compostable toilets, an expansion of the disc golf course, an in-ground skate park and a community sport court. The scope for this project has since increased due to a successful planning process.





TOWN OF FRISCO
PENINSULA RECREATION AREA OFFICE & MAINTENANCE BUILDING
MARCH 4, 2019

CONTRACT COMMENTS

MWGC has no comments regarding Exhibit A, the standard Town of Frisco contract.

FIRM/TEAM NAME:

MW GOLDEN CONSTRUCTORS

#	Description	Not Anticipated	Overhead & Base Fee	General Conditions Cost	Direct Cost of Work	Included in Design Fees	Owner Expense	Comments
DESIGN STAFF								
1	Lead Arch - Principal					X		
2	Lead Arch - Project Designer					X		
3	Lead Arch - Project Architect					X		
4	Lead Arch - Other					X		
5	Assoc. Arch - Principal	X						
6	Assoc. Arch - Project Designer	X						
7	Assoc. Arch - Project Architect	X						
8	Assoc. Arch - Other	X						
9	Civil Engineering					X		
10	Structural Engineering					X		
11	Mechanical / Plumbing Engineering					X		
12	Electrical Engineering					X		
13	High Performance Energy Modeling	X						
14	LEED / Sustainability Consultant	X						
15	Landscape Architecture					X		
16	Irrigation Design					X		
17	Interior Design					X		
18	Accoustical Engineering	X						
19	Fire Protection Design					X		
20	Kitchen Consultant	X						
21	IT / Low Voltage Design					X		
22	Security Design					X		
23	Construction Cost Estimating			X				Estimating to be handled by Contractor
24	Police Design Specialist	X						
25	Other					X		Add as necessary
26	Other					X		
27	Other					X		
OFF-SITE CONSTRUCTION SERVICES AND STAFF (As All costs below must include any applicable								
28	Corporate Executives		X					
29	Principal in Charge		X					
30	Project Executive/Construction Manager		X					
31	Legal (Basic Service)		X					
32	Project Manager		X					
33	MEP Coordinator			X				
34	Accounting		X					
35	Added Accounting for Lender (if necessary)	X						
36	Controller		X					
37	Scheduling		X					
38	Special Lender Reporting	X						
39	Life-Cycle Analysis / Specialist	X						
40	Energy Management	X						
41	Production Engineering		X					
42	Purchasing						X	Was as owner expense, not sure what it means
43	Value Engineering		X					
44	Systems Development		X					
45	Estimating		X					
46	Cost Engineers		X					
47	Project Coordinator/Assistant Project Eng			X				
48	Project Expediter		X					
49	BIM Coordinator / Drafting Detailer			X				
50	Safety Officer			X				
51	E.E.O. Officer		X					
52	Secretarial		X					
53	General Administrator		X					
54	Legal (Special Services Extras)	X						
55	Other							Add as necessary
56	Other							
57	Other							
ON-SITE CONSTRUCTION STAFF (As Required) All costs below must include any applicable								
58	Project Executive		X					
59	Project Manager			X				



#	Description	Not Anticipated	Overhead & Base Fee	General Conditions Cost	Direct Cost of Work	Included in Design Fees	Owner Expense	Comments
60	Assistant Project Manager			X				
61	General Superintendent			X				
62	Project Superintendent			X				
63	Assistant Project Superintendent			X				
64	Foreman				X			provide rate schedule including OT
65	Mechanical Coordinator			X				
66	Electrical Coordinators			X				
67	Project Engineer			X				
68	Office Engineer	X						
69	Scheduling Engineer			X				
70	Field Engineer			X				
71	LEED/Sustainable Coordinator	X						
72	Draftsman/Detailer	X						
73	Field Accountant	X						
74	Time Keeper/Checker	X						
75	Expediter	X						
76	Secretary	X						
77	General Administrator			X				
78	General Laborer				X			provide rate schedule including OT
79	Layout-Instrument Person				X			provide rate schedule including OT
80	Safety Engineer			X				
81	E.E.O. Officer	X						
82	Independent Surveyor				X			provide rate schedule including OT
83	Flagman/Traffic Control				X			provide rate schedule including OT
84	Security Guard				X			provide rate schedule including OT
85	QA/QC Manager			X				
86	Other Staff 1:							Add as necessary
87	Other Staff 2:							Add as necessary
88	Other							
TRAVEL AND LODGING								
89	Off-Site Staff Travel Cost	X						
90	Off-Site Staff Transportation	X						
91	Off-Site Staff Lodging	X						
92	On-Site Project Manager Transportation			X				
93	On-Site Superintendent's Transportation			X				
94	On-Site Engineer's Transportation			X				
95	On-Site Project Staff Moving Expense	X						
96	Other On-Site Staff Travel Cost	X						
97	Other On-Site Staff Transportation			X				
98	On-Site Staff Lodging, Furnishings & Subsistence	X						
99	Other							Add as necessary
100	Other							
101	Other							
TEMPORARY FACILITIES								
102	Office or Trailer Rental & Furnishings			X				
103	Copy/Fax/Printer & Supplies			X				
104	Architect/Engineer Temporary Office			X				provide two "hot desks" in trailer space
105	Safety Equipment, Fire Ext & First Aid			X				
106	Handrails and Toe Boards				X			
107	Opening Protection				X			
108	Watchman Service	X						
109	Water-Ice-Cups, coffee, etc				X			
110	Temporary Toilets			X				
111	Change/Shower Rooms	X						
112	Lunch Rooms	X						
113	Temporary Stairs				X			
114	Temporary Enclosures				X			
115	Fireproofing Enclosure	X						
116	Concrete Work Enclosure				X			
117	Masonry Work Enclosure				X			
118	Temporary Building Heating				X			
119	Project Signs & Bulletin Boards				X			
120	Temporary Fencing				X			
121	Covered Walkways				X			

#	Description	Not Anticipated	Overhead & Base Fee	General Conditions Cost	Direct Cost of Work	Included in Design Fees	Owner Expense	Comments
122	Barricades				X			
123	Safety Nets				X			
124	Other							Add as necessary
125	Other							
126	Other							
ON-SITE UTILITIES AND SERVICES								
127	Site office Tele/Data Installation				X			
128	Site office Tele/Data Expense				X			
129	Subcontractor Site office Tele/Data Installation				X			
130	Subcontractor Site office Tele/Data Installation				X			
131	Temporary Power Service (If Required)				X			
132	Power Expense				X			
133	Temporary Generator(s)			X				
134	Temporary Water Service			X				
135	Temporary Office Heating			X				
136	Temporary Heating Service			X				
137	Temporary Cooling Service	X						
138	Heating Energy Charges				X			
139	Cooling Energy Charges	X						
140	Temporary Lighting/light stands				X			
141	Temporary Water Expense (If Required)			X				
142	Temporary Sewer Expense	X						
143	Daily & Weekly Cleanup				X			
144	Final Cleanup				X			
145	Dump Permits and Fees				X			
146	Debris Hauling/Removal				X			
147	Trash Chute and Hoppers				X			
148	Street/Walk Cleaning (If Required)				X			
149	Dust Controls				X			
150	Temporary Roads (If Required)	X						Vehicle tracking pad only is anticipated
151	Roadway Maintenance (If Required)				X			Vehicle tracking pad only is anticipated
152	Radio or other communication equipment			X				
153	On site storage			X				
154	Off-site storage				X			
155	Parking Lot Rentals	X						
156	Parking Fees - General Contractor	X						
157	Parking Fees - Subcontractor	X						
158	Other							Add as necessary
159	Other							
160	Other							
161	Other							
ON-SITE EQUIPMENT								
								Equipment rates shall include fuel, maintenance
162	Automobile and Fuel	X						
163	Offsite Pickup Truck and Fuel	X						
164	Onsite Pickup Truck and Fuel			X				
165	Scissor lifts				X			provide fee schedule
166	Boom lifts				X			provide fee schedule
167	Flatbed Truck and Fuel				X			provide fee schedule
168	Water Truck and Fuel				X			
169	Air Compressor and Fuel				X			
170	Dewatering Equipment and Fuel				X			
171	Generator and Fuel				X			
172	Debris Removal/Hauling Equipment				X			
173	Snow Removal Equipment				X			
174	Tire and Maintenance Cost for Above				X			
175	Welder and Fuel				X			
176	Welding Equipment and Fuel				X			
177	Cutter Torches and Fuel				X			
178	Small Tools Purchase				X			provide fee schedule
179	Small Equipment Rental				X			provide fee schedule
180	Other							Add as necessary
181	Other							
182	Other							
VERTICAL HOISTING								
								Equipment rates shall include maintenance and

#	Description	Not Anticipated	Overhead & Base Fee	General Conditions Cost	Direct Cost of Work	Included in Design Fees	Owner Expense	Comments
183	Hoist and Tower Rental	X						Tower crane and/or hoist not anticipated
184	Small Material Hoist Rental				X			Mobiles only as a DCOW
185	Hoist Landings and Fronts	X						
186	Hoist Operators	X						
187	Hoist Safety Inspections	X						
188	Hoist Materials Skips	X						
189	Hoist Material Hoppers	X						
190	Erect and Dismantle Hoists	X						
191	Fuel Repairs and Maintenance	X						
192	Hoist Communications	X						
193	Crane Rental	X						
194	Crane Operators	X						
195	Crane Safety Inspections	X						
196	Erect and Dismantle Crane	X						
197	Crane Foundation	X						
198	Crane Erection Power	X						
199	Fuel, Repairs, Maintenance	X						
200	Crane Raising/Jumping Cost	X						
201	Temporary Elevator Rental	X						
202	Elevator Operations Cost	X						
203	Elevator Repairs and Maintenance	X						
204	Cage Rider at Elevator	X						
205	Safety Inspections			X				
206	Forklift Rental				X			provide fee schedule
207	Forklift Operators				X			provide fee schedule
208	Forklift Safety Inspections				X			provide fee schedule
209	Fuel				X			provide fee schedule
210	Elevator Service Costs	X						
211	Crane/Hoist Inspections	X						
212	Erections/Removal of Above	X						
213	Other							Add as necessary
214	Other							
215	Other							
TEMPORARY HEATING								
216	Remove Snow and Ice				X			Suggest allowance is utilized, summer schedule
217	Partitions and Enclosures				X			
218	Piping Cost in Building				X			
219	Fuel Cost for Heating				X			
220	Power Cost for Heating				X			
221	Steam Purchase Cost	X						
222	Furnace Rental				X			
223	Heater Rental				X			
224	Boiler Rental				X			
225	Jersey barriers at propane tanks				X			
226	Operator (Temporary System)	X						
227	Operator (Permanent System)	X						
228	Operation Fire Watch				X			As-needed
229	Cleaning Costs				X			
230	Maintenance Cost				X			
231	Warranty Cost				X			
232	Filter Change				X			
233	Lunch Room Heating	X						
234	Change/Shower Room Heating	X						
235	Temporary Enclosures				X			
236	Temporary Partitions				X			
237	Temporary Exterior Enclosure				X			
238	Enclosure Moving/Maintenance				X			
239	Other							Add as necessary
240	Other							
241	Other							
REPRODUCTION & PRINTING								
242	Cost Study Documents				X			
243	Systems Study Documents				X			
244	Bid Package Documents (NTE 40 sets)				X			include rates in reimbursable schedule



PRA Office and Maintenance Building
Design Build RFP

#	Description	Not Anticipated	Overhead & Base Fee	General Conditions Cost	Direct Cost of Work	Included in Design Fees	Owner Expense	Comments
245	Bidding Instructions				X			
246	Construction Documents (NTE 40 sets)				X			
247	Postage and Shipping				X			
248	As-Built Documents (Drafting)				X			As-builts by contractor
249	As-Built Documents (Printing)				X			As-builts by contractor
250	Accounting Forms		X					
251	Field Reporting Forms		X					
252	Contract Agreements		X					
253	Schedule Report Forms		X					
254	Estimating Forms		X					
255	Cost Reporting Forms		X					
256	Presentation Charts & Graphics		X					
257	Value Analysis Studies		X					
258	Data Processing (in House)		X					
259	Reference Materials		X					
260	Duplication Expense (Miscellaneous)		X					
261	Shop Drawing Printing		X					
262	Data Processing (Outside Services)	X						
263	Maintenance Manuals				X			By subs/GC at completion
264	Operation Manuals				X			By subs/GC at completion
265	Special Forms	X						
266	As-Built Red-line Record drawings (Field)				X			w/ electronic (scanned) copy for Owner
267	As-Built Master Drafting					X		
268	Other							Add as necessary
269	Other							
270	Other							
QUALITY CONTROL								
271	Chief Inspector						X	
272	Field Inspector						X	
273	Inspectors Office						X	
274	Inspectors Transportation						X	
275	Inspectors Equipment						X	
276	Special Inspection Consultants						X	
277	Special Testing Consultants						X	
278	Concrete Testing						X	
279	Masonry Testing						X	
280	Compaction Testing						X	
281	Welding Testing						X	
282	Welding Inspections						X	
283	Fireproofing Inspections						X	
284	Soils Investigations						X	
285	Special Testing Services						X	
286	Supplies and Materials (Field Office)			X				
287	Progress Construction Photographs				X			
288	Warranty Inspections Coordination				X			
289	Testing & Balancing				X			
290	Commissioning						X	Commissioning may be elected by owner
291	Operator On-Site Training		X					
292	Operation & Maintenance Manual Coordination		X					
293	Prepare Operations Manuals		X					
294	Prepare Maintenance Manuals		X					
295	Other							Add as necessary
296	Other							
297	Other							
PERMITS AND SPECIAL FEES								
298	Curb and Gutter Permits						X	Contractor to procure - Owner reimburse
299	Sign Permits						X	Contractor to procure - Owner reimburse
300	Staking Fees						X	Contractor to procure - Owner reimburse
301	Sidewalk Permits						X	Contractor to procure - Owner reimburse
302	Landscape Permits						X	Contractor to procure - Owner reimburse
303	Street/Curb Design Charge				X			
304	Building Permits						X	
305	Plan Check Fees						X	
306	Subcontractor Permits				X			



PRA Office and Maintenance Building
Design Build RFP

#	Description	Not Anticipated	Overhead & Base Fee	General Conditions Cost	Direct Cost of Work	Included in Design Fees	Owner Expense	Comments
307	Water Connection Fee						X	
308	Sanitary Connection Fee				X			
309	Storm Connection Fee				X			
310	Gas Service Charge						X	
311	Power Service Charge						X	
312	Steam Service Charge	X						
313	Chiller Water Service Charge	X						
314	Special Tap Fees	X						
315	Contractors Licenses		X					
316	Royalties	X						
317	Zoning Fees/Consultants						X	
318	Use Fees						X	
319	Construction Equipment Licenses				X			
320	Construction Equipment Permits				X			
321	Street Bonds/Permits						X	
322	Other							Add as necessary
323	Other							
324	Other							
OVERHEAD, FEE, INSURANCE AND BONDS								
325	Preconstruction Fee			X				
326	GC Overhead		X					Provide % on Fee & GC worksheet
327	GC Fee		X					Provide % on Fee & GC worksheet
328	Builders Risk Insurance		X					Provide % on Fee & GC worksheet
329	Errors and Omissions					X		
330	General Liability		X					Provide % on Fee & GC worksheet
331	Workmen's Compensation		X					Provide % on Fee & GC worksheet
332	FICA Insurance		X					include in labor rates
333	Federal Employment		X					include in labor rates
334	State Unemployment		X					include in labor rates
335	Performance & Payment Bond		X					Provide % on Fee & GC worksheet
336	Street/Property Bonds	X						
337	State/Local Bonds	X						
338	Contractors Bonds				X			
339	Warranty Bond Costs				X			
340	Subcontractor Bonds				X			
341	Off-Site Staff Insurance		X					
342	Off-Site Staff Taxes		X					
343	Other							Add as necessary
344	Other							
345	Other							
OTHER COSTS								
346	Project Taxes (On Construction Work)	X						Tax Exempt
347	Construction Equipment				X			
348	Construction Services				X			
349	Construction Materials				X			
350	Cost of Design and Engineering					X		
351	A/E Cost for Bid Packages					X		
352	A/E Fast Track Cost Extras					X		
353	Preliminary Soils Investigations						X	
354	Title/Development Cost	X						
355	Land Costs	X						
356	Financing/Interest Cost	X						
357	Interim Financing Costs						X	
358	Owner Change Contingency						X	
359	Building Operation after Move-In						X	
360	Building Maintenance after Move-In						X	
361	Moving Coordination						X	
362	Moving Costs						X	
363	Corrective Work Extra		X		X			
364	Costs of Emergency Work				X			
365	GMP Financial Responsibility		X					
366	Late Payment Interest						X	
367	Environmental Impact Studies						X	
368	Restroom Construction Adjacent to Day Lodge				X			

PRA Office and Maintenance Building
Design Build RFP

#	Description	Not Anticipated	Overhead & Base Fee	General Conditions Cost	Direct Cost of Work	Included in Design Fees	Owner Expense	Comments
369	Other							Add as necessary
370	Other							
371	Other							

**PRA Office and Maintenance Building
Design Build RFP**

FIRM/TEAM NAME:

MW GOLDEN CONSTRUCTORS

Description	Value	
Preconstruction Services Fee (Lump Sum)	226646	\$ 2,000,000.00
Design Builder Services Fee (OH&P) (% Cost of the Work)	6	
Builders Risk Insurance (%)	0.122	6 months, non combustible
General Liability (%)	1.25	
Performance & Payment Bond (%)	1.025	2 year warranty
Change Order Markup - CM/GC (%)	6	
Change Order Markup - Subcontractor (%)	6	

Design Builder's Contingency in Final GMP (assuming a GMP is executed at the following stages)	% of GMP
50% DD	5
100% DD	5
50% CD	4
100% CD	4

FIRM/TEAM MW GOLDEN CONSTRUCTORS

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	Comments
012010	Project Manager				-	
012020	General Superintendent				-	
012030	Project Superintendent	26	weeks	2375	61,750.00	
012040	Assistant Superintendent				-	
012050	Project Engineer				-	
012060	M/E Coordinator				-	
012070	Project Administrator				-	
012080	Field Engineer/Quality Control Engineer				-	
012090	Field Estimator				-	
012100	General Laborer				-	
012110	Safety Director				-	
012120	Scheduling	1	LS	7250	7,250.00	
012120	Software	1	LS	4000	4,000.00	
012120	Other				-	
012120	Other				-	
013010	Plans & Specifications Printing	10,000	SF	0.2	2,000.00	
013020	Photographs	26	weeks	15	390.00	
013030	Submittals	1	LS	1325	1,325.00	
013040	As-built Drawings				-	
013050	Closeout Documents				-	
013060	Project Signage	1	EA	800	800.00	
013070	Video Documentation				-	
014010	Safety Equipment	6	months	150	900.00	
014020	First Aid Supplies	6	months	15	90.00	
014030	Fire Extinguishers	1	ls	250	250.00	
015010	Field Offices	6	months	475	2,850.00	
015020	On-site Storage				-	cost of work
015030	Off-site Storage				-	cost of work
015040	Portable Toilets	6	months	300	1,800.00	
015050	Temporary Water Service				-	subcontractor cost of work
015060	Temporary Power	6	months	590	3,540.00	
015070	Temporary Generators				-	subcontractor cost of work
015080	Temporary Heat	5	months	2400	12,000.00	
015090	Temporary Lighting				-	subcontractor cost of work
015100	Site Camera/Live Video Feed				-	not included
015110	Security Guard				-	not included
015120	Telephone Set Up				-	N/A
015130	Telephone, Monthly Fees				-	N/A
015140	Cell Phones	6.5	months	350	2,275.00	
015150	Radios				-	N/A
015160	Jobsite Drinking Water	6	months	50	300.00	
015170	Temporary Fencing				-	subcontractor cost of work
015180	Ladders & Stairs				-	subcontractor cost of work
015190	Employee Parking				-	subcontractor cost of work
015200	Moving & Subsistence	6	months	1800	10,800.00	
015210	Travel from Home Office	26	weeks	150	3,900.00	
015220	Office Supplies & Equipment	26	weeks	61.34615385	1,595.00	
015230	Postage & Shipping	26	weeks	15	390.00	
017010	Access Roads				-	subcontractor cost of work
017020	Barricades				-	subcontractor cost of work
017030	Covered Walkways				-	cost of work
017040	Storm Water Management				-	cost of work

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	Comments
017050	Erosion Control				-	subcontractor cost of work
017060	Shoring				-	subcontractor cost of work
017070	Traffic Control				-	subcontractor cost of work
017080	Protection of Adjacent Construction				-	cost of work
017090	Protection of Installed Construction				-	cost of work
017100	Surveying				-	subcontractor cost of work
017110	Construction Layout	6	months	500	3,000.00	
017120	Field Engineering Equipment	6	months	80	480.00	
017130	Vehicle Expenses and/or Rental	28	weeks	350	9,800.00	
017140	Fork Lift				-	cost of work
017160	Material Hoisting				-	cost of work
017170	Personnel Hoisting				-	cost of work
017180	Scaffolding				-	subcontractor cost of work
017190	Water Truck				-	subcontractor cost of work
017200	Weather Protection				-	cost of work
017210	Snow & Ice Removal	1	LS	16560	16,560.00	allowance
017220	Dumpster Fees	20	EA	650	13,000.00	
017230	Progress Cleaning	56	Days	256	14,336.00	
017240	Final Clean Up	5000	SF	1.25	6,250.00	
017250	Soils Testing (by Owner)				-	
017260	Concrete Testing (by Owner)				-	
017270	Weld Inspections (by Owner)				-	
011010	Building Permit (by Owner)				-	
011020	Plan Check Fee (by Owner)				-	
011030	Water Tap Fees (by Owner)				-	
011040	Sewer Tap Fees (by Owner)				-	
011050	Sanitary Tap Fees (by Owner)				-	
011060	Other Government Fees & Permits (by Owner)				-	
011070	Performance & Payment Bonds	1	LS	20500	20,500.00	Based on 2 million budget and 2 year warranty
011080	Builder's Risk Insurance	1	LS	2440	2,440.00	6 month construction duration and non combustible
011090	General Liability Insurance	2000000	%	0.0125	25,000.00	
011100	Other Insurance				-	
011140	Additional Soft Costs (explain)				-	
011140	Additional Soft Costs (explain)				-	
011140	Additional Soft Costs (explain)				-	
011140	Additional Soft Costs (explain)				-	
011140	Additional Soft Costs (explain)				-	
Total General Conditions & Fees					229,571.00	
Proposed Total Schedule Duration (months)					12	

List Specific Exclusions Here (add rows as needed):

Item #	Description	Quantity	Unit	Unit Cost	Total Cost	Comments
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

FIRM/TEAM NAME: MW GOLDEN CONSTRUCTORS

Name of Architectural Firm (Name of Individual and Subcontractor Firm)	Role on Project	Percentage of team members' time commitment to project by phase (Sub-consultants time is a blended percentage of an FTE by phase, not specific to an individual)						Comments
		Project Initiation / Conceptual Design	Architectural Design (Initiation only - SD is by others)	Design Development	Construction Documents	Construction Administration	Punch List Close-Out / Warranty	
matthew stals architects	Lead Arch - Principal Name: Matthew Stals	provided, by bridging documents		15%	4%	2%		
matthew stals architects	Lead Arch - Project Designer Name: Daniel Chapman	provided, by bridging documents		13%	12%	8%		
matthew stals architects	Lead Arch - Project Architect Name: Fred Newcomer	provided, by bridging documents		13%	12%	8%		
matthew stals architects	Lead Arch - Other Name: Larkin Owens	provided, by bridging documents		5%				
matthew stals architects	Lead Arch - Other Name: Gillian Xelner	provided, by bridging documents			3%			
	Lead Arch - Other Name:	provided, by bridging documents						
	Assoc. Arch - Principal Name:	provided, by bridging documents						
	Assoc. Arch - Project Designer Name:	provided, by bridging documents						
	Assoc. Arch - Project Architect Name:	provided, by bridging documents						
	Assoc. Arch - Other Name:	provided, by bridging documents						
	Assoc. Arch - Other Name:	provided, by bridging documents						
	Assoc. Arch - Other Name:	provided, by bridging documents						
Muraysmith	Civil Engineering	provided, by bridging documents	15%	35%	30%	15%	15%	
JVA	Structural Engineering	provided, by bridging documents	20%	30%	40%	30%	15%	
DMA Engineering	Mechanical / Plumbing Engineering	provided, by bridging documents	30%	30%	30%	10%		
AE DESIGN	Electrical Engineering	provided, by bridging documents	15%	30%	30%	20%	5%	
	High Performance Energy Modeling	provided, by bridging documents						not anticipated
matthew stals architects	LEED / Sustainability Consultant	provided, by bridging documents			2%	4%		included in architectural/entitlements
Norris Design	Landscape Architecture	provided, by bridging documents	25%	25%	40%	10%		
Norris Design	Irrigation Design	provided, by bridging documents	25%	25%	40%	10%		
matthew stals architects	Interior Design	provided, by bridging documents		20%	45%	35%		
	Acoustical Engineering	provided, by bridging documents						not anticipated
	Fire Protection Design	provided, by bridging documents						Design Build Award After Drawing Completion
	Kitchen Consultant	provided, by bridging documents						not anticipated
	IT / Low Voltage Infrastructure Design	provided, by bridging documents						included in electrical
MW GOLDEN CONSTRUCTORS	Construction Cost Estimating	provided, by bridging documents	20%	20%	20%	5%	0%	
	Other	provided, by bridging documents						
	Other	provided, by bridging documents						
	Other	provided, by bridging documents						
	Other	provided, by bridging documents						

FIRM/TEAM NAME: MW GOLDEN CONSTRUCTORS

Firm and Subcontractors	Role on Project	Project Initiation/ Conceptual Design	Schematic Design Construction Only (\$100,000 & Up unless stated)	Design Development	Construction Documents	Construction Administration	Punch List/ Close Out/ Warranty	Golden Team Fee (only for each firm)	Comments	
matthew stals architects	Lead Arch - Principal Name: Matthew Stals	provided, by bridging documents		8,658	2,362	1,182		\$	12,402	
matthew stals architects	Lead Arch - Project Designer Name: Daniel Champlin	provided, by bridging documents		7,678	7,087	4,725		\$	19,490	
matthew stals architects	Lead Arch - Project Architect Name: Fred Newcomer	provided, by bridging documents		7,678	7,087	4,725		\$	19,490	
matthew stals architects	Lead Arch - Other Name: La'In Owens	provided, by bridging documents		2,953				\$	2,953	
matthew stals architects	Lead Arch - Other Name: Gillian Kefner	provided, by bridging documents			1,771			\$	1,771	
	Lead Arch - Other Name:	provided, by bridging documents						\$	-	
	Assoc. Arch - Principal Name:	provided, by bridging documents						\$	-	
	Assoc. Arch - Project Designer Name:	provided, by bridging documents						\$	-	
	Assoc. Arch - Project Architect Name:	provided, by bridging documents						\$	-	
	Assoc. Arch - Other Name:	provided, by bridging documents						\$	-	
	Assoc. Arch - Other Name:	provided, by bridging documents						\$	-	
	Assoc. Arch - Other Name:	provided, by bridging documents						\$	-	
MurraySmith	Civil Engineering	provided, by bridging documents	5,992	13,008	14,634	5,420	1,084	\$	40,138	
JVA	Structural Engineering	provided, by bridging documents	1,626	2,710	4,336	3,035	867	\$	12,574	
DMA Engineering	Mechanical / Plumbing Engineering	provided, by bridging documents		14,634	18,970	5,420	1,301	\$	40,325	
AE Design	Electrical Engineering	provided, by bridging documents		8,672	8,672	1,301	1,301	\$	19,946	
	High Performance Energy Modeling	provided, by bridging documents						\$	-	not anticipated
matthew stals architects	LEED / Sustainability Consultant	provided, by bridging documents			1,182	2,362		\$	3,544	
Novis Design	Landscape Architecture	provided, by bridging documents	4,878	5,420	4,336	2,493		\$	17,127	
Novis Design	Irrigation Design	provided, by bridging documents		1,084	3,035			\$	4,119	
matthew stals architects	Interior Design	provided, by bridging documents		2,739	6,164	4,793		\$	13,696	
	Acoustical Engineering	provided, by bridging documents						\$	-	not included
	Fire Protection Design	provided, by bridging documents						\$	-	not included
	Kitchen Consultant	provided, by bridging documents						\$	-	not anticipated
	# / Low Voltage Infrastructure Design	provided, by bridging documents						\$	-	Included in electrical design
MW GOLDEN CONSTRUCTORS	Construction Cost Estimating	provided, by bridging documents	3,700	3,700	3,700			\$	11,100	
	Other	provided, by bridging documents						\$	-	
	Other	provided, by bridging documents						\$	-	
	Other	provided, by bridging documents						\$	-	
	Other	provided, by bridging documents						\$	-	
Total Firm Fee / Fee %		excluded	\$ 16,166	\$ 79,134	\$ 83,336	\$ 95,457	\$ 4,553.20	\$	218,656	
Total Fee to be Paid (Firm Fee + Amount)						5,000.00				
Total Fee to be Paid						226,646				



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

MW Golden Constructors
1700 Park Street
Castle Rock, CO 80109

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N Franklin St
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Town of Frisco
P.O. Box 4100
Frisco, CO 80443-4100

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ Five Percent (5%) of the Total Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Peninsula Recreation Area Office & Maintenance Building, Design Build Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 27th day of February 2019



(Witness) Tara E. Haynes
Contract Administrator

MW Golden Constructors
(Principal)



(Title) Jason Golden, President





(Witness) Sarah Brown

Western Surety Company
(Surety)



(Title) Florietta Acosta, Attorney-in-Fact

(Seal)

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Mark Sweigart, Donald E. Appleby, Todd D. Bengford, Sarah C. Brown, Susan J. Lattarulo, Florietta Acosta, Individually

of Greenwood Village, CO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 5th day of October, 2016.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } SS

On this 5th day of October, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27th day of February, 2019



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL

FROM: BILL GIBSON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR

RE: ORDINANCE 19-04, AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE UNIFIED DEVELOPMENT CODE, BY AMENDING SUBSECTION 180-1.5.3, CONCERNING BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY; SUBSECTION 180-2.5.1.D, CONCERNING THE APPROVAL CRITERIA FOR CONDITIONAL USES; SUBSECTION 180-2.5.2.B.1, TABLE 2-2, CONCERNING SITE PLAN REVIEW THRESHOLDS; SUBSECTION 180-2.5.2.D.3.A, CONCERNING SKETCH PLAN OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.5.2.D.4, CONCERNING STAFF REVIEW AND ACTION OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.7.2, TABLE 2-3, CONCERNING ALLOWABLE ADMINISTRATIVE ADJUSTMENTS; SUBSECTION 180-3.11, TABLE 3.11-1, CONCERNING Cc DISTRICT DIMENSIONAL STANDARDS; SUBSECTION 180-3.17.11, CONCERNING STEPBACKS; SUBSECTION 180-5.1.5, TABLE 5-1, CONCERNING TABLE OF ALLOWED USES; SUBSECTION 180-5.2.1.C.2, CONCERNING CRAWLSPACES AND BASEMENTS ASSOCIATED WITH CABIN HOUSING; SUBSECTION 180-5.2.3.C.2, CONCERNING DUMPSTER ENCLOSURES; SUBSECTION 180-5.2.6.J, CONCERNING LOCATION CRITERIA FOR MEDICAL MARIJUANA DISPENSARIES; SUBSECTION 180-5.2.8, CONCERNING RESIDENTIAL USES IN THE CENTRAL CORE AND MIXED USE DISTRICTS; SUBSECTION 180-5.2.9.I., CONCERNING LOCATIONAL CRITERIA FOR RETAIL MARIJUANA; SUBSECTION 180-5.2.7, CONCERNING LIGHT INDUSTRIAL ZONING DISTRICT; SUBSECTION 180-5.2.8, CONCERNING THE LIGHT INDUSTRIAL ZONING DISTRICT; SUBSECTION 180-5.5.B.1., CONCERNING DENSITY BONUS IN THE CENTRAL CORE, GATEWAY, AND MIXED-USE DISTRICTS; SUBSECTION 180-6.3.2, CONCERNING BUILDINGS OCCUPYING MORE THAN ONE LOT; SUBSECTION 180-6.8.A., CONCERNING ALLOWANCE OF NON-SOLID FUEL-BURNING DEVICES; SUBSECTION 180-6.13.3., CONCERNING ON-PREMISE PARKING REQUIREMENTS; SUBSECTION 180-6.13.3., TABLE 6-1, CONCERNING REQUIRED NUMBER OF PARKING SPACES BY LAND USE; SUBSECTION 180-6.13.3.D. CONCERNING MINIMUM PARKING REQUIREMENTS FOR THE CENTRAL CORE DISTRICT (Cc) AND PROPERTIES WITHIN THE MIXED-USE DISTRICT (MU) THAT FRONT ON WEST MAIN; SUBSECTION 180-6.16.3.E, CONCERNING GENERAL REQUIREMENTS FOR OUTDOOR LIGHTING; SECTION 180-6.18, CONCERNING FENCES AND WALLS; SUBSECTION 180-6.19.7.D, CONCERNING SNOW AND WIND LOAD STANDARDS FOR SIGNS; SUBSECTION 180-6.19.12.C, CONCERNING FLAGS; SUBSECTION 180-6.19.14, CONCERNING NONCONFORMING SIGNS; SUBSECTION 180-6.22.3.F, CONCERNING RESIDENTIAL DEVELOPMENT STANDARDS FOR GARAGES; SUBSECTION 180-7.6.3, CONCERNING SUBDIVISION LOTS; SUBSECTION 180-7.6.9, CONCERNING SANITARY SEWERS; SUBSECTION 180-8.5.1, CONCERNING CHANGE, EXTENSION OR ALTERATION OF NONCONFORMING BUILDINGS AND STRUCTURES; SUBSECTION 180-9.2.3, CONCERNING DEFINITIONS OF GENERAL USE

CATEGORIES FOR PERSONAL SERVICES; SECTION 180-9.3, CONCERNING GENERAL DEFINITIONS FOR AFFORDABLE HOUSING, BEDROOM, CERTIFICATE OF OCCUPANCY, CONDOMINIUM HOTEL, ELECTRIC VEHICLE CHARGING STATION, STRUCTURE HEIGHT, KENNEL, COMMERCIAL/INDUSTRIAL LAUNDROMAT, SELF-SERVICE LAUNDROMAT, MULTI-HOUSING LAUNDRY, ON-PREMISE LAUNDRY, PUBLIC OR PRIVATE PARK, PERSONAL SERVICES, SUBSTANTIAL DESTRUCTION, CONDITIONAL USE, AND VETERINARY CLINIC.

DATE: MARCH 26, 2019

Summary: This is the first reading of Ordinance 19-04 which amends specific elements of Chapter 180, Frisco Unified Development Code (UDC), including the allowance for Commercial/Industrial Laundromats in the Light Industrial Zoning District.

The current UDC was adopted in total through Ordinance 17-04 in June of 2017. The purpose of the 2017 UDC project was to upgrade, consolidate, and reformat the former subdivision and zoning regulations. It was acknowledged at that time that additional corrections and policy amendments to these regulations would be forthcoming over time. Therefore, Staff is also proposing various “housekeeping” and substantive code text amendments to the UDC. Staff would like to note that an amendment prohibiting a residential use on the ground floor on properties within the Central Core is included in this group of amendments. All of the amendments are briefly described below.

Cross references to building codes

- Amend Subsections 180-1.5.3, 180-3.17.11, 180-5.2.1.C.2, 180-6.8.1, 180-6.16.3, 180-6.18.1, 180-6.19.7.D, 180-7.6.9, 180-9.3 to reference Chapter 65, Building Construction and Housing Standards, rather than using various generic building code terms.

§180-2.5.1.D, Approval Criteria (Conditional Uses)

- Enhance the review criteria for conditional uses.

§180-2.5.2.B.1, Table 2-2, Thresholds for Site Plan Review Type

- Clarify that building mounted solar energy facilities are processed through the Administrative Site Plan Review.
- Clarify that ground mounted solar energy facilities are processed through the Minor Site Plan Review.
- Correct Table 2-2 to utilize consistent terminology.

§180-2.5.2.D, Major Site Plan Review Procedures

- Clarify that sketch plans require the submittal of an application form.
- For consistency with other subsections of the code, clarify that a final site plan application must be submitted within 180 days of the sketch plan review.

§180-6.3.2, Buildings Occupying More than One Lot and §180-7.6.3, Subdivision Lots

- As a matter of good planning practice and to more clearly implement the adopted zoning and building code standards, any development proposal that involves constructing a building(s) over an existing lot line(s) will be required to replat the property to formally combine the existing lots and vacate any existing internal lot line.

§180-2.7.2, Table 2-3, Allowed Administrative Adjustments

- When the UDC was adopted, the former overlay district and their various standards were consolidated into residential and nonresidential development standards. In the case of building articulation standards, only the most restrictive dimensions from the former overlay districts were applied. Concerns were expressed during the recent review of two nonresidential projects that the building articulation dimensions in the UDC are too restrictive for larger scale commercial buildings. This amendment allows the Planning Commission more discretion and flexibility in reviewing proposed building articulation for nonresidential projects.

§180-3.11, Table 3.11-1 concerning CC District Dimensional Standards

- Clarify which setback standards apply to which properties in the Central Core District.

§180-5.1.5, Table of Allowed Uses:

- To facilitate environmental conservation throughout Frisco, allow Activities for Conservation of Natural Resources and the Environment as a permitted use in all zoning districts.
- In keeping with the intent and purpose of the Public Facilities Zoning District, allow Community Centers as a permitted use. The Planning Commission recommended that Community Centers be allowed as a conditional use in the Mixed Use, Residential High Density, and the Gateway Zoning Districts.
- In keeping with the intent and purpose of the Public Facilities Zoning District, allow Institutional Use as a permitted use.
- Delete "Park, public and private" to eliminate duplicity with the "Park" land use.
- To facilitate the installation of public infrastructure, allow Public Improvements as a permitted use in all zoning districts.
- To facilitate the installation of utility infrastructure, allow Public Utility Facilities as a conditional use in all zoning districts except the Public Facilities Zoning District where it is already allowed as a permitted use.
- In keeping with the intent and purpose of the Public Facilities Zoning District, allow Transit Oriented Facility and Use as a permitted use.
- For consistency with previously approved development projects, allow Community Garden as a permitted use in the Commercial Oriented Zoning District. The Planning Commission recommended that Community Gardens be allowed as a conditional use in the Light Industrial District.
- For consistency with proposed updates to the definition section of the UDC, rename Personal Services to General Personal Services.
- In keeping with the historic uses of certain buildings in the Light Industrial Zoning District located along Ten Mile Drive, allow offices and medical offices as permitted uses when not located on the ground floor.
- In keeping with the intent and purpose of the Light Industrial Zoning District, allow Commercial/Industrial Laundromats as a permitted use.
- Separate Self-Service Laundromats from General Personal Services and allow Self-Service Laundromats as a permitted use and conditional use in the same zoning districts as Personal Services.
- To facilitate businesses such as ski tune shops and bike repair shops, allow Light Goods Repair as a permitted use in the Gateway, Commercial Oriented, and Mixed Use Zoning Districts.
- In keeping with current code interpretations, clarify that an electric vehicle charging station as an accessory use.

§180-5.2, Use-Specific Standards

- Clarify the maximum height limits for fences screening unroofed dumpster enclosures.
- In the Central Core Zoning District, prohibit residential uses on the ground floor. This reverses the unintended outcomes of amendments made to the previous zoning code in 2014 that were carried forward with the adoption of the UDC in 2017.
- Correct the locational criteria for medical marijuana and retail marijuana establishments to match the code language adopted by the Town of Frisco on January 27, 2015 through Ordinance 15-02.
- As identified in the table of allowed uses, allow offices and medical offices as permitted uses in the Light Industrial District when not located on the ground floor.
- Clarify the minimum mixture of residential and nonresidential uses required in the Mixed Use Zoning District that were not clearly transferred from the prior zoning code into the UDC.

§180-5.5.1.B, Density Bonuses

- Clarify that deed-restricted affordable housing units associated with the density bonus provisions are limited for sale or rent to persons earning a maximum of 100% of the area median income (AMI).

§180-6.13.3, On-Premise Parking Requirements

- Correct a spelling error by replacing the word “compiled” with “complied”.
- For clarification and consistency with current code interpretations, state that accessible parking spaces and electric vehicle charging stations are included in the calculation of parking.
- Establish a parking requirement for Commercial/Industrial Laundromats of 1 parking space per 750 sq.ft. of gross floor area similar to warehouse uses.
- For consistency with historic interpretations of the previous zoning code and the UDC, establish a parking requirement of 1 parking space per 350 sq.ft. of gross floor area for General Personal Services and Self-Service Laundromats.
- For consistency with historic interpretations of the previous zoning code and the UDC, establish a zero parking space requirement for General Personal Services in the Central Core District.
- Delete unnecessary wording in Table 6-2.

§180-6.18, Fences and Walls

- The previous zoning code allowed fences to be a maximum of 6 feet in height in the rear yard and 4 feet in height in the side and front yards. The text of the UDC includes this same requirement; however, the associated Figure 6-O instead notes a maximum fence height of 6 feet in the side yard. The proposed code text amendment corrects this inconsistency. Public comment from James Hubert of 14 Highwood Terrace recommends that the code be amended to allow for the taller 6 foot fence height limit in the side yard. The Planning Commission recommends that property owners be allowed to install a fence in the side yard with a maximum height of 6 feet.
- Delete a redundant provision related to the screening of garbage dumpsters that is addressed elsewhere in the code.

§180-6.19.12.C, Flags

- For consistency with previous versions of the Sign Code and current code interpretations, clarify that flags and flagpoles are subject to the height limits of the applicable zoning district.

§180-6.19.14, Nonconforming Signs

- Correct a cross reference error.

§180-6.22.F, Garage Standards

- Delete previous garage design incentives that are outdated and no longer applicable given previous code amendments that reduced the residential front setback standards from 25 feet to 20 feet and the more recent implementation of “above code” energy standards as part of the adopted building codes.

§180-8.5.1, Nonconforming Buildings or Structures

- Correct the cross references to application names.

§180-9.2, Definitions of General Use Categories

- Clarify the definition of the Personal Services category of land uses.

§180-9.3, General Definitions

- Clarify the definition of Affordable Housing.
- Streamline the definition of a Condominium Hotel.
- Establish a definition for Electric Vehicle Charging Station.
- Add a cross reference to the defined term Building Height.
- For consistency with Chapter 79, Dogs and Other Animals, of the Frisco Town Code, clarify that kennels may be associated with veterinary clinics.
- Create definitions for the terms Commercial/Industrial Laundromats, Self-Service Laundromats, Multi-Housing Laundry, and On-Premise Laundry.
- Clarify the name of the land use “Park”.
- Rename Personal Services to “Personal Services, General” and add additional business examples.
- Correct a cross reference error in the definition of Use, Conditional.
- For consistency with Chapter 79, Dogs and Other Animals, of the Frisco Town Code, clarify that veterinary clinics may include a kennel.

Background: Aqua Marine Coin and Commercial Laundry, LLC (members Amy Franklin, Diane Wieland, and Michael Martin), is proposing a laundromat business at 745 Ten Mile Drive, Units 125-126 which is the former location of the Sherwin Williams Paint Store. The proposed business would involve a combination of both self-service, coin operated laundry facilities and commercial laundry services.

The subject property is located in the Light Industrial (LI) Zoning District. Laundromats are currently defined by the UDC as a “personal services” land use and are not allowed in the LI District. Aqua Marine Coin and Commercial Laundry originally proposed that the Town of Frisco amend the UDC to allow personal services in the LI District.

Amendments to the UDC may only be initiated by the Community Development Director, Planning Commission, or the Town Council when the public necessity, safety, general welfare, or good zoning practice justifies such action. The Community Development Director declined to initiate a code amendment application to allow personal services in the LI District.

On December 11, 2018, this code amendment request was referred to the Town Council. The Town Council has initiated a code amendment application to allow laundromat uses in the LI District and asked that the Planning Commission take up this matter and provide their opinion. The Town Council discussed that laundromats could be an appropriate land use in the LI

District. The Town Council also discussed that allowing other land uses defined as personal services would not be consistent with the purpose of that zoning district. The Town Council desires an amendment to the UDC that narrowly allows laundromats in the LI District. However, such a code amendment should not be so narrowly tailored as to only accommodate the proposed Aqua Marine Coin and Commercial Laundry business. The Town Council also expressed interest in a simple code amendment that doesn't over complicate this matter.

On January 3, 2019, the Planning Commission held a work session to discuss proposed code text amendments concerning commercial and self-service laundromats. The Commission was generally supportive of allowing commercial, but not self-service, laundromats in the Light Industrial (LI) Zoning District. In addition, the Planning Commission reviewed several code amendments put forth by the Community Development Department that address clarifications, corrections, and substantive changes in a variety of sections of the code.

On February 21, 2019, the Planning Commission conducted a public hearing, took public comments, and forwarded a recommendation of approval for the code provisions contained within Ordinance 19-04 by a vote of 6-0.

Recommendation: Pursuant to Subsection 180-2.4.3.D, an amendment to the text of the Unified Development Code is a legislative decision by the Town Council. Prior to recommending approval or approving a proposed amendment, the Planning Commission and Council shall consider whether and to what extent the proposed amendment:

- 1. Is consistent with the Master Plan and other Town policies;*
- 2. Conflicts with other provisions of this Chapter or other provisions in the Frisco Town Code;*
- 3. Is necessary to address a demonstrated community need;*
- 4. Is necessary to respond to substantial changes in conditions and/or policy; and*
- 5. Is consistent with the general purpose and intent of this Chapter.*

Should the Town Council choose to APPROVE the proposed code text amendments; the Community Development Department and Planning Commission recommend the following findings:

Based upon the review of the Staff Report dated March 26, 2019 and the evidence and testimony presented, the Town Council finds:

- 1. The proposed code text amendments are consistent with the Master Plan and other Town policies, because the proposed amendments correct errors and inconsistencies in the code and clarify the standards of the code that are used to implement the policies of the Master Plan.*
- 2. The proposed code text amendments do not conflict with other provisions of the Unified Development Code or other provisions in the Frisco Town Code. The proposed amendments correct errors and inconsistencies in the code.*
- 3. The proposed code text amendments are necessary to address a demonstrated community need by implementing new zoning policies and correcting errors and inconsistencies in the code and clarifying the administrative procedures necessary for the effective implementation of the code.*

4. The proposed code text amendments are necessary to respond to substantial changes in conditions and/or policy, because the proposed amendments implement new zoning policies and include amendments that respond to changing laundry service demands.

5. The proposed code text amendments are consistent with the general purpose and intent of this Chapter, because the proposed text amendments protect the public health, safety, and general welfare and implement the policies of the Master Plan.

On that basis, it is Staff's

RECOMMENDATION That the Town Council ADOPT the recommended findings set forth in the staff memorandum to Town Council dated March 26, 2019, and APPROVE Ordinance 19-04 upon first reading.

Financial Impact: Adoption of Ordinance 19-04 will have no known direct financial impact to the budget.

Attachments:

- Ordinance 19-04
- James Hubert letter dated January 7, 2019
- Jason Swinger letter dated January 22, 2019
- Laundromat information from Aqua Marine Coin and Commercial Laundry

Reviews and Approvals: This report has been reviewed by:

Joyce Allgaier, Community Development Director - Approved
Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager - Approved

James Hubert
14 Highwood Terrace
Frisco, CO 80443

January 7, 2019

Joyce Allgaier
Community Development Director
PO Box 4100
1 East Main Street
Frisco, CO 80443

RE: Request to Initiate Code Text Amendment

Ms. Allgaier:

I hope you enjoyed the holiday season and this letter finds you well. I am requesting that the Code Text Amendment process be initiated in order to amend Section 6.18.6 regarding the height of fences and walls.

Section 6.18.6 "A" currently states:

"Fences and walls shall not exceed four feet in height measured from the existing natural grade at the base to the highest point of the fence or wall within any front or side yard. Fences and walls shall not exceed six feet in height measured from the existing natural grade at the base to the highest point of the fence or wall within any rear yard..."

I request Section 6.18.6 "A" be amended to state:

"Fences and walls shall not exceed four feet in height measured from the existing natural grade at the base to the highest point of the fence or wall within any front yard. Fences and walls shall not exceed six feet in height measured from the existing natural grade at the base to the highest point of the fence or wall within any side or rear yard..."

Essentially, I request that fences within the side and rear yards may not exceed six (6) feet and the front yard shall remain four (4) feet. The change would be allowing fences in the side yard to be increased in height from four (4) feet to six (6) feet.

Additionally, I note the following:

1. A discrepancy exists in Section 6.18.6 between the written language in "A" and the below Figure 6-O: Measuring Fence Height, which states "Max fence height: 4' in front yard...6' in rear or side yard."

2. Summit County fence regulations are as follows:

"In residential zoning districts, fences are allowed without a permit, subject to the following regulations (see below for illustration):

- **Front:** Fences and walls in the front setbacks shall be no higher than 4 feet above grade at the property line, and shall not cause a visual obstruction at access points. Fences or walls in the front yard but not in the front setback may exceed 4 feet up to a maximum of 6 feet above grade.
- **Street side:** Fences or walls in any setback abutting street right-of-way shall comply with the height limits on fences and walls in front setbacks, except where there is no vehicular access to the site from that side. In that case, the height of the fence or wall may be 6 feet above grade at the property line.
- **Maximum height:** Fences and walls in areas other than the front or street side setbacks shall be no higher than 6 feet above grade."

3. In residential areas of Silverthorne, fences are permitted to be six (6) feet in height all around the property.

4. In the Town of Dillon, "No fence shall be permitted to exceed seven (7) feet in height..."

I hope that this request meets your approval. Please feel free to contact me at your convenience. My contact information is below.

Sincerely,



James Hubert
14 Highwood Terrace
Frisco, CO 80443
303-638-0504
HubertPropertiesCO@gmail.com

Cc: JoyceA@townoffrisco.com

From: [Jason Swinger](#)
To: [Gibson, William](#); [Allgaier, Joyce](#)
Cc: kwillis@willis-connelly.com; [Jolina Karen](#)
Subject: Code Text Amendments - 719-815 Ten Mile Dr.
Date: Tuesday, January 22, 2019 4:53:43 PM

Hello Joyce & Bill,

As you know, I'm the owner of the buildings located at 719-815 Ten Mile Dr., sometimes called Frisco Plaza Ten Mile Dr. and within the Town of Frisco's LI district.

Per our conversation following the scheduled planning meeting on 1/17, I would like to request amending the allowed uses in the LI district to permit office and medical office rather than the current conditional use requirement and include this amendment in the proposed code text amendments currently under consideration.

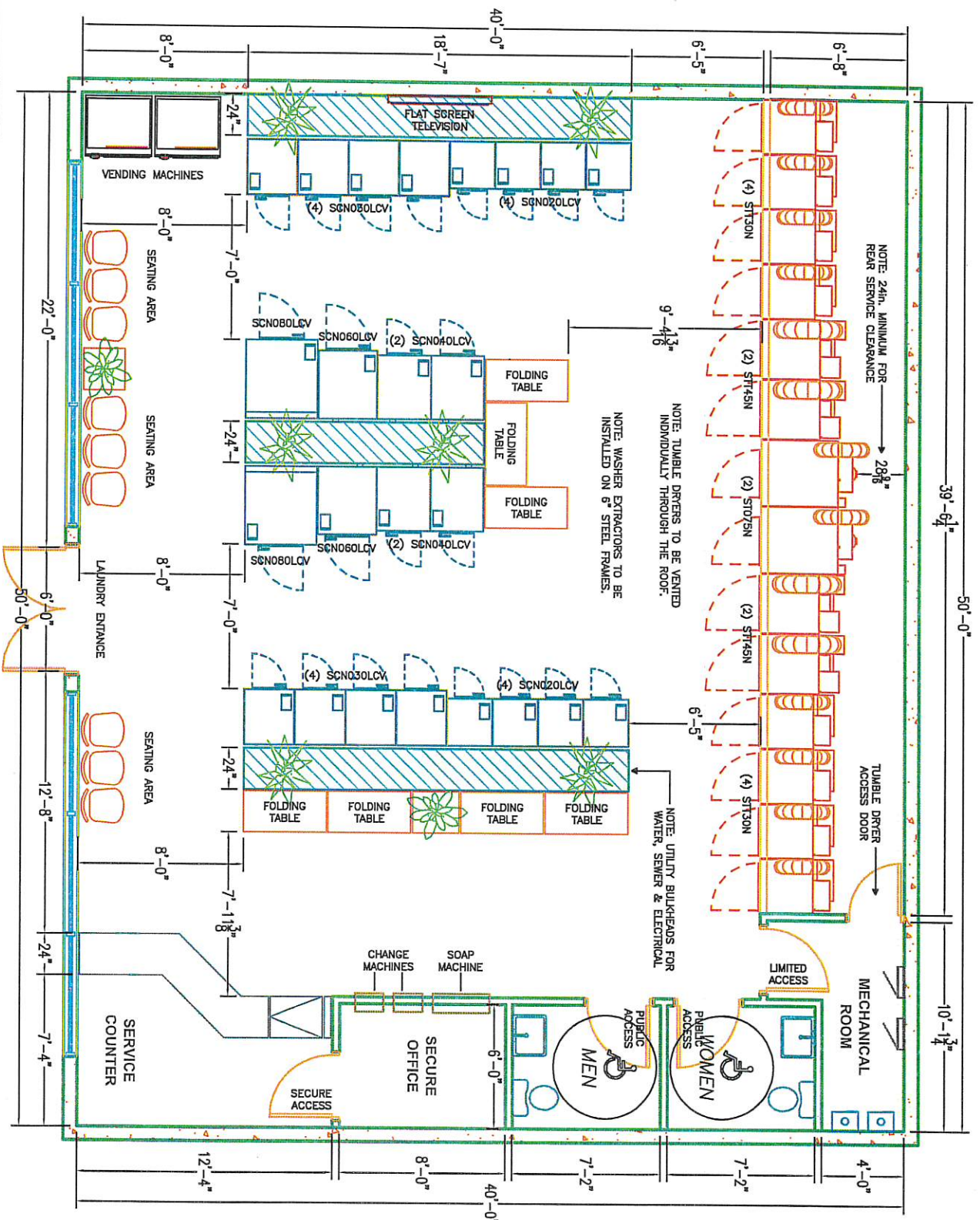
These buildings were constructed in the late 1970s and early 1980s and have always had office and medical office in each building. The office spaces within these buildings range from small 250sf office suites to 2,000sf offices. Examples of past and present office and medical office businesses include Crystal Radio, Alpine Pain & Spine, Superior Alarm, Colorado Activities Center, Mountain Managers, Aquity Lighting, Life Gear, Dex Yellow Pages, Geothermal Engineering, eTest, and more recently High Country Conservation Center and Jolina Karin Wellness.

Permitting office and medical office is consistent with the property's historical use and previously approved uses, exercises good zoning practices, and allows local businesses including non-profits and small businesses to avoid the burden of obtaining a conditional use permit each time it moves in and out.

Please feel free to contact me with any questions or for additional information you may need. Thank you for your time and consideration.

Regards,
Jason Swinger
Owner / Managing Agent
Frisco Plaza Investments, LLC

Jason Swinger
Broker / Owner
Breckenridge Real Estate Company, LLC
PO Box 5157
Breckenridge, CO 80424
Mobile: 970.409.9400
Fax: 1.800.886.4023
www.RealBreckenridge.com



Project No.
C14****
SQ. FT.
2000

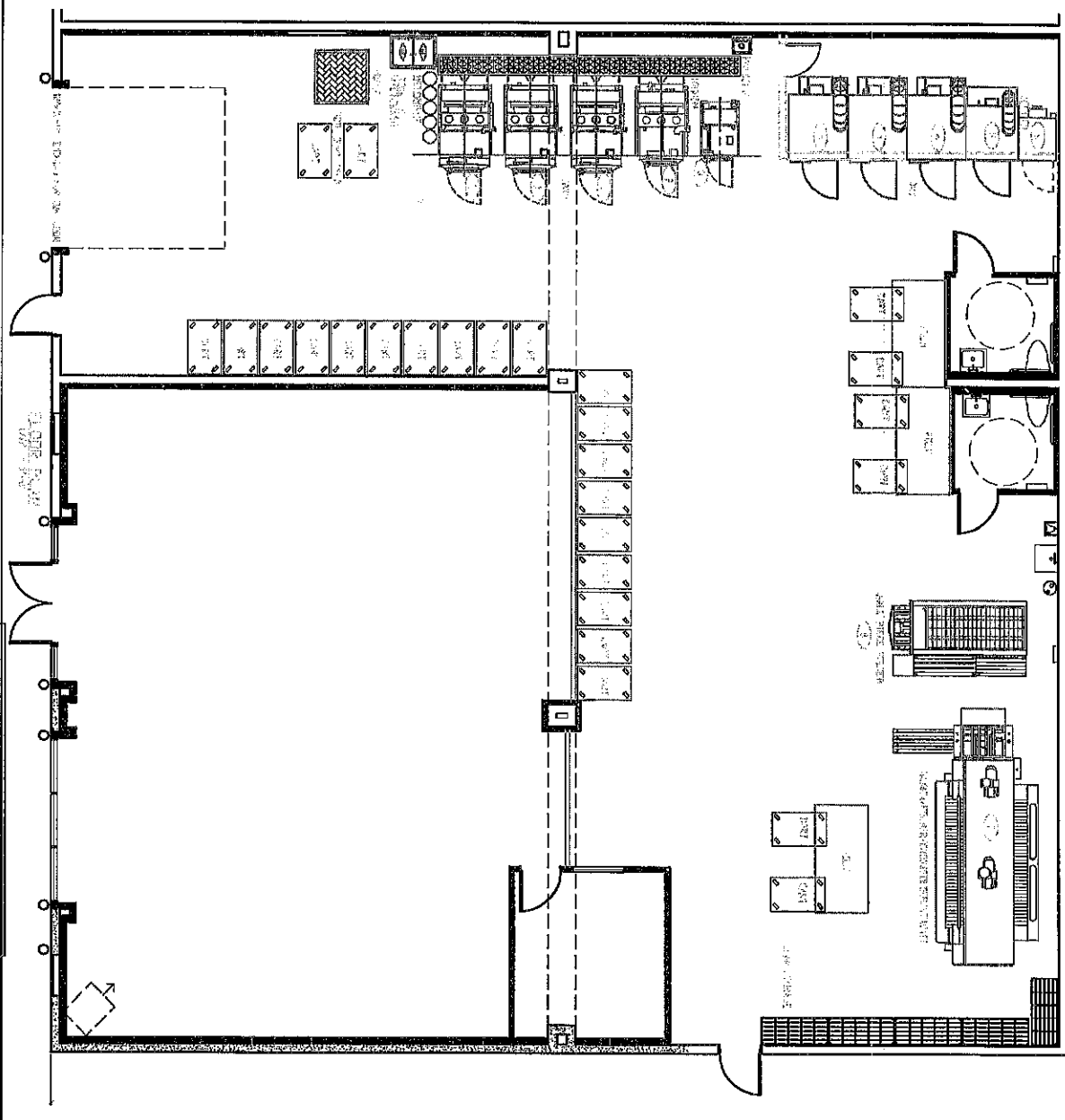
2000 SF COIN LAUNDRY



Equipment specifications are subject to change without notice. Please use this drawing along with the installation manuals for updated equipment installation requirements.

Drawn by	KRP	Preliminary	30-Apr-14
Description			Date

NO.	QTY	DESCRIPTION	REMARKS
3		VASSER/EXTRACTOR 360 LB.	HOLDER 24000 VZ2
1		VASSER/EXTRACTOR 100 LB.	HOLDER 30000 VZ2
3		VASSER/EXTRACTOR 50 LB.	HOLDER 30000 VZ2
3		SPRINKLER 200 LB.	SPEED 30000 STY200
3		SPRINKLER 200 LB.	SPEED 30000 STY200
3		SPRINKLER 200 LB.	SPEED 30000 STY200
1		IRONING/FILERS/STAGER	CHINA 1 TONS 2000
1		SMALL PRESS FILTER	AIR CHILDER



30000 STY200

MARTINRAY
URGENT SYSTEMS, INC.
 2500 EAST 20TH AVENUE
 DENVER, COLORADO 80202
 (303) 752-1000 FAX (303) 752-1001
 (303) 752-1002

DATE: 12/9/85
 DRAWN BY: JMS
 CHECK BY: JMS

OWNER: [REDACTED]
 PROJECT: [REDACTED]
 SHEET NO. [REDACTED]

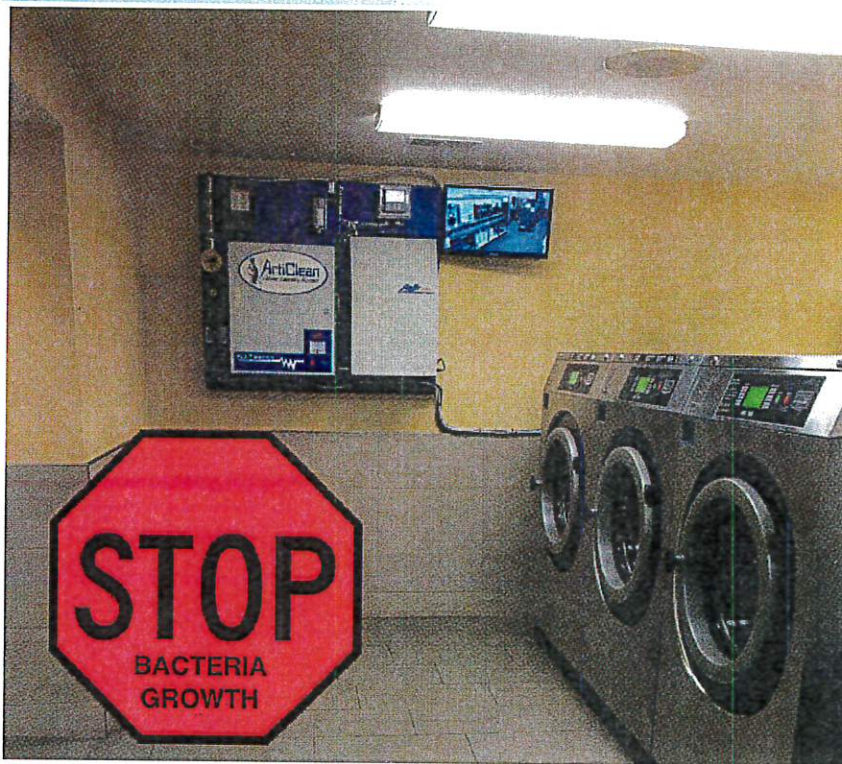


ArtiClean - AWCT Series Coin Operated Ozone Laundry Systems

With over 25 years of proven results for Killing Bacteria in Health Care Laundries, ArtiClean, is the leader in manufacturing Industrial Ozone Laundry Systems designed exclusively for Coin operated Laundries.

Only the finest materials make up the ArtiClean Ozone Laundry System, making them truly the First Industrial Grade Ozone Laundry System that is built specifically for Coin Operated Laundries.

With Proven Reliability, Performance, and Results, we have a system designed for all types of Coin Operated Laundry Applications.



Powered by: **PLA**  **MATICS**
Ozone Generators

**World Class Ozone Laundry Systems
World Class Results**

129 Fieldview Drive
P. O. Box 455
Versailles, KY 40383

Phone: 859-873-1341
Fax: 859-873-9196
E-mail: info@articleclean.com
website: www.articleclean.com

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“What is Ozone?”



Ozone is oxygen (O₂) with an extra atom of oxygen attached, thus forming O₃.

Ozone is formed naturally during a lightning storm. The creation of Ozone is nature’s way of purifying the atmosphere, and is what gives clothesline dried linen that **“Fresh Air”** smell.

Ozone is an extremely effective sanitizing and disinfecting agent. In fact, Ozone kills bacteria faster than chlorine. Most new water treatment plants are treated with Ozone instead of Chlorine.

Ever notice that bottled water tastes and smells much better than regular water? That is because bottled water is often purified with ozone instead of chlorine. The bad taste and smell in your tap water, is nothing more than residual chlorine.



“How does Ozone work in a Laundry?”

OZONE carries an electrical/chemical charge in the wash water, which actually starts to dissolve soil on contact. This process activates the chemicals in cold water instead of using hot water at 140-160 degrees.

OZONE Kills Bacteria in the Washers and the Linen throughout the wash cycle.



Every Load that is washed is Sanitized

**Every Time the Washer is Used,
the Machine is Sanitized...**

**You can be assured that there will NOT be any Bacteria
Left in the Washers from a Previously Washed Load.**

The Experts at ArtiClean have built and installed these Bacteria Killing Ozone Laundry Systems for over 25 Years.

Ozone Laundry gives you Several Advantages over Standard Laundry Practices.

Longer Linen Life

Did you know that when chlorine bleach and extremely hot water are mixed together, a chemical reaction occurs that actually damages the fibers of linen? With Ozone, this chemical reaction is eliminated. Our customers have reported that their linen life has increased by 30% or more.



Revenue Generator



Washing with Ozone can remove smoke odors that are not removed during normal wash cycles. Our customers are charging premium prices for Drop Off of Smoke Damaged Linen. Many customers work directly with Insurance Companies to process their Fire Damaged Linen and are able to reclaim a high percentage of the damaged linen, which in turn saves the insurance companies a significant amount of money versus the replacement cost of the damaged clothing.

Reduction in Natural Gas Cost

Approximately half the Natural Gas consumption used in the laundry is for heating water. The other half is used in drying the linen. Our coin laundry owners have noticed a shift in the higher demand for Cold-Ozonated Wash Cycles, Reducing the Natural Gas Usage.

Some facilities have turned their hot water heaters down to 100 degrees!

More Repeat Business

Buy investing in our Coin Operated-Ozone Laundry System, you will be able to provide your customers with a product that they cannot get anywhere else. The *Softness, Whiteness*, and distinctive *Clean Smell* of Ozonated Laundry will keep you customers coming back, time and time again.

Better Washing - And Soil Removal

Under normal laundry conditions, the "Cleaning window" of a wash cycle is only during the Detergent and Bleach steps. This cleaning window is usually 1/3 of the total wash cycle time. With ArtiClean, the entire wash cycle is the cleaning window... When your washer fills with water, in most cases, it is Cold-Ozonated water. This means that every time your washer fills (most wash cycles fill at least 4 times), it is getting a fresh dose of Ozonated water. This in effect makes the "Cleaning Window" the entire cycle. By lengthening the cleaning window, it is possible to shorten the entire cycle by as much as 20% and still have better soil removal.



Shorter Drying Times – More Dryers Available to Your Customers!



Ozone actually penetrates the fibers of your linen. This is evident in the thicker, fluffier towels that are dried after being ozonated. The ozone helps to release moisture in the dryers, thus creating much faster drying times as well. In most cases, drying time has decreased by 20%. This decrease in drying times also reduces gas consumption in the dryers by up to 20%, plus increases turns per hour/day.

***Whiter, Softer, Sanitized, Fresher Smelling Linen
Ensures Repeat Customers***

System Specifications



Model	AWCT40	AWCT80
Storage Tank Size	40 Gallons	80 Gallons
Water Flow Rate	Up to 75 GPM	Up to 125 GPM
Water Inlet	1.5 Inch NPT	2 Inch NPT
Ozone Water Outlet	1.5 Inch NPT	2 Inch NPT
Ozone Generator	PB-10	PB-20
Oxygen Concentrator	AS-12	AS-12
Ozone Destruct	35 SCFH	35 SCFH
Standard Voltage	220/60/1	220/60/1
Rated Amperage	20	20

Systems include:

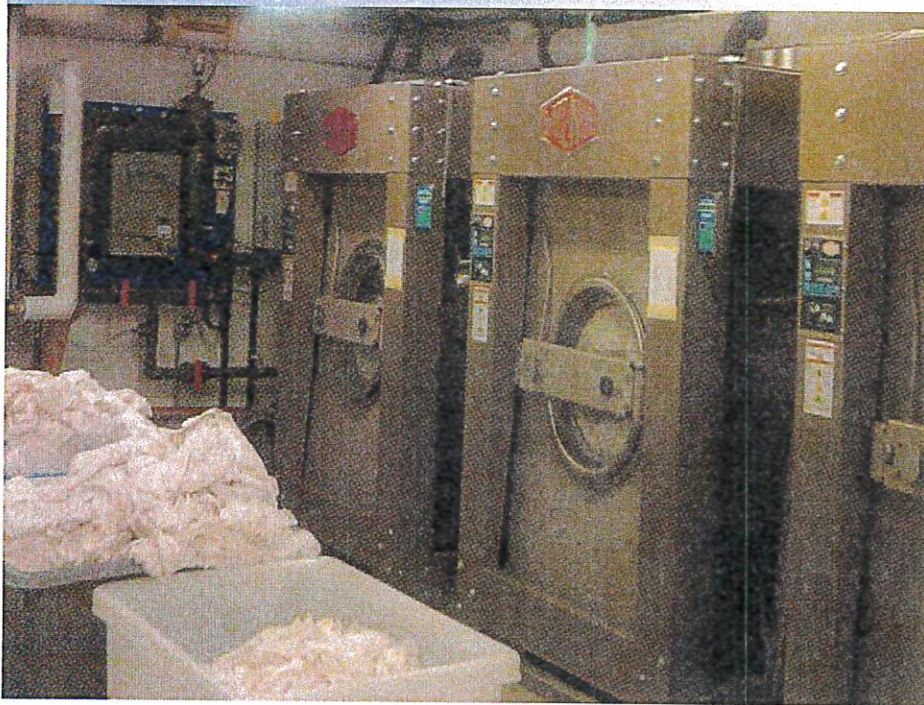


- *Stainless Steel Ozone Contacting Tank
- *Stainless Steel Ozone Destruct System
- *Plasmatics Industrial Ozone Generator
- *AirSep Topaz - Oxygen Concentrator
- *Mazzei - Venturi Injector
- *Stainless Steel Liquid Filled Pressure Gauges
- *Stainless Steel Check Valves
- *Air Relief Valve
- *Liquid Drainer
- *ORP Monitor and Probe

“The Tank” by Articlean

ArtiClean®

Wall Mounted Ozone Laundry Systems



Only the finest Materials make up the ArtiClean Ozone Laundry Systems, making them truly the Worlds First Industrial Grade Wall-Mounted Ozone Laundry System.

With Reliability, Performance, and Results, we have a system for any type of commercial laundry application.



Powered by:

PLA  **MATICS**
Ozone Generators

World Class Ozone Laundry Systems = World Class Results.

129 Fieldview Drive
P. O. Box 455
Versailles, KY 40383

Phone: 859-873-1341
Fax: 859-873-9196
E-mail: info@articlean.com
www.articlean.com
A division of REM Company, Inc.

Distributed by:



“What is Ozone?”



Ozone is oxygen (O_2) with an extra atom of oxygen attached, thus forming O_3 .

Ozone is formed naturally during a lightning storm. The creation of Ozone is nature's way of purifying the atmosphere, and is what gives clothesline dried linen that "Fresh air" smell.

Ozone is an extremely effective sanitizing and disinfecting agent. In fact, Ozone kills bacteria faster than chlorine. Most new water treatment plants are treated with Ozone instead of Chlorine.

Ever notice that bottled water tastes and smells much better than regular tap water?

That is because bottled water is often purified with ozone instead of chlorine. The bad taste and smell in your tap water, is nothing more than residual chlorine.



“How does Ozone work in a Laundry?”



OZONE carries an electrical/chemical charge in the washing solution, which actually starts to dissolve soil on contact. This process activates the chemicals in cold water instead of using hot water at 140-160 degrees. Sanitizing of your linen is equal to standard laundry procedures.

The Experts at ArtiClean have built and installed Ozone Laundry Systems for over 10 Years.

Ozone Laundry gives you several advantages over standard laundry practices.

Longer Linen Life



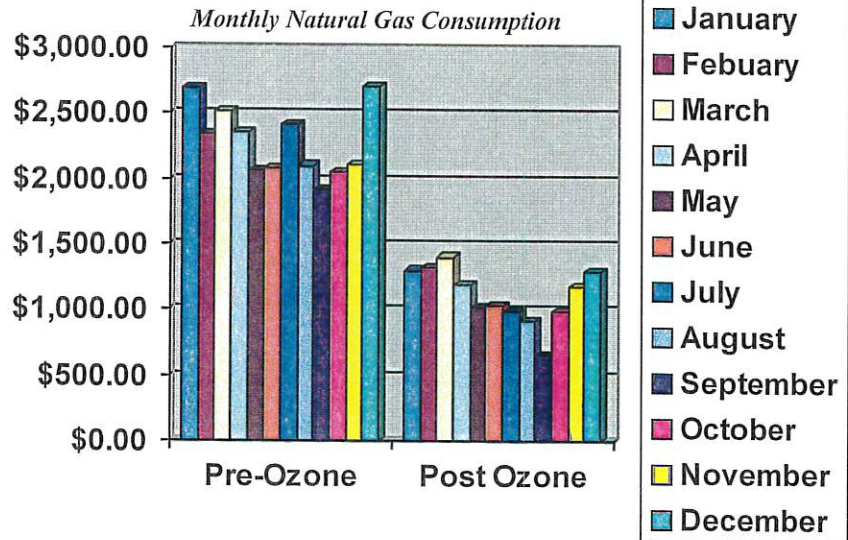
Did you know that when chlorine bleach and extremely hot water are mixed together, a chemical reaction occurs that actually damages the fibers of linen? With Ozone, this chemical reaction is eliminated. Our customers have reported that their linen life has increased by 30% or

Major Reduction in Natural Gas Cost

Approximately half the Natural Gas consumption used in the laundry is for heating water. The other half is used in drying the linen. ArtiClean can eliminate 90% or more of your hot water usage.

Some facilities have turned their hot water heaters off!

An average 100 bed nursing home could save a minimum of \$1,200 per month on their utility bills.



Actual Case Study - Standard Laundry vs. ArtiClean Ozone Laundry

Faster Fill Rates



ArtiClean Ozone Laundry Systems utilize an extra large Ozone-Resistant water valve to fill your washers. These valves work separately from your existing fill valves, and in most cases will fill your washers in half the normal fill time. This saves you time, which in turn **Saves You Money!**

Shorter Wash Cycles

Under normal laundry conditions, the "Cleaning window" of a wash cycle is only during the Detergent and Bleach steps. This Cleaning window is usually 1/3 of the total wash cycle time. With ArtiClean, the entire wash cycle is the cleaning window... When your washer fills with water, in most cases, it is Cold-Ozonated water. This means that every time your washer fills (most wash cycles fill at least 5 times), it is getting a fresh dose of Ozonated water. This in effect makes the "Cleaning Window" the entire cycle. By lengthening the cleaning window, we are able to shorten the entire cycle by as much as 20%.



"What does this do for me?"

20% faster wash cycles mean the possibility of running your laundry 20% fewer hours per day... week...year!!!

Shorter Drying Times

Ozone actually penetrates the fibers of your linen. This is evident in the thicker, fluffier towels that are dried after being ozonated. The ozone helps to release moisture in the dryers or on a flatwork ironer, thus creating much faster drying times as well. In most cases, drying time has decreased by 20%. This decrease in drying times also reduces gas consumption in the dryers by up to 20%.

Whiter, Softer, Sanitized, Fresher Smelling, and Longer Lasting Linen = Huge Savings

System Specifications

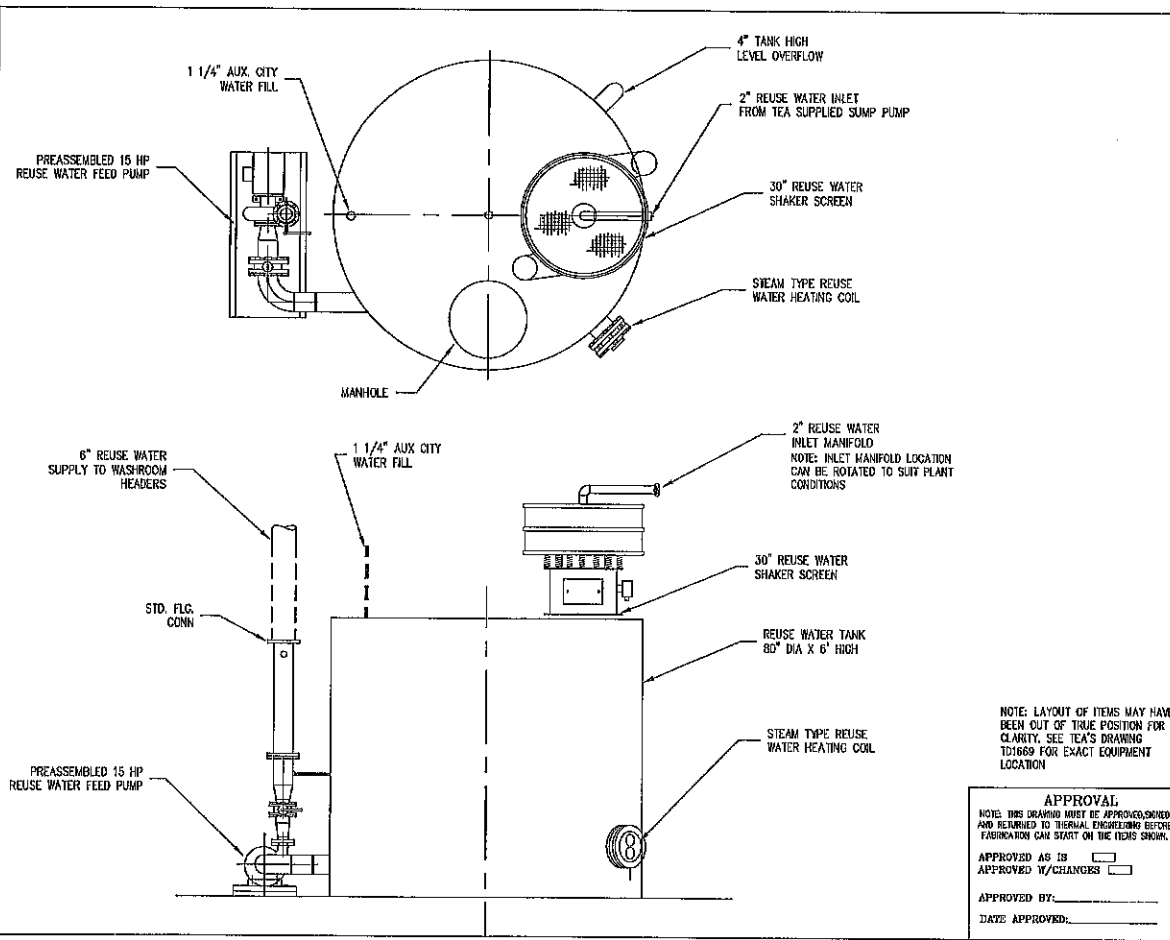


Model	AW120	AW250	AW500
Rated Washer Capacity	120 lbs	250-300 Lbs	500-600 Lbs
Maximum Flow Rate	16 Gal/Minute	32 Gal/Minute	55 Gal/Minute
Water Inlet	1 Inch NPT	1 1/2 Inch NPT	2 Inch NPT
Ozone Water Outlet	1 Inch NPT	1 1/2 Inch NPT	2 Inch NPT
Ozone Generator	PB-10	PB-20	PB-50
Oxygen Concentrator	Topaz	Topaz	Topaz
Ozone Destruct	25 SCFH	25 SCFH	25 SCFH
Standard Voltage	115/60/1	115/60/1	115/60/1
Rated Amperage	20	20	20

Systems include:

- *Complete Ozone laundry system - wall mounted unit
- *Backflow Preventor/Check Valve
- *Plasmatics Industrial Ozone Generator
- *AirSep Topaz - Oxygen Concentrator
- *Mazzei - Venturi Injector
- *Stainless Steel Liquid Filled Pressure Gauges
- *Stainless Steel Check Valves
- *Schedule 80 PVC Piping and Fittings
- *Ozone Degassing Chamber
- *Clear Air Relief Valve
- *Clear Liquid Drainer
- *Viton Seals
- *Union Ball Valves
- *ORP Monitor and Probe
- *Stainless Steel Ozone Destruct System





SYSTEM INFORMATION

DESCRIPTION	UNITS	SIZE/QTY	COMMENTS
SYSTEM WEIGHT - DRY	LBS	1616	
SYSTEM WEIGHT - WET	LBS	18,128	
VOLTAGE 060/3		350	
AHPS	FLA	39	
FEED PUMP MOTOR	HP	15	
SHAKER SCREEN MOTOR	HP	1/3	
SUMP PUMP MOTOR	HP	7.5	
FAN MOTOR	HP	N/A	
FAN CAPACITY	CFM	N/A	
CITY WATER INLET	IN	1 1/4"	
TEMPERED WATER OUTLET	IN	N/A	
PREHEATED HOT WATER OUTLET	IN	N/A	
WASTE WATER INLET	IN	2 NPT	
SEWER WATER OUTLET	IN	N/A	
SHOP AIR INLET	IN	N/A	
AIR PRESSURE	PSI	N/A	
AIR REQUIRED	CFM	N/A	
HOT WATER HEADER OUTLET	IN	N/A	
TEMPERED WATER HEADER OUTLET	IN	N/A	
REUSE WATER HEADER OUTLET	IN	6" FLG	
DRAIN	IN	3" NPT	
OVERFLOW	IN	6"	
WATER INLET	IN	N/A	
GAS INLET	IN	N/A	
GAS SUPPLY @ 1PSI	IN	N/A	
HEAT WATER OUTLET	IN	N/A	
HEAT WATER INLET	IN	N/A	
PUMP SUCTION	IN	N/A	
PUMP DISCHARGE	IN	N/A	
STEAM INLET	IN	1 1/2"	
STEAM SUPPLY	LB/HR	1500	
STEAM PRESSURE	PSI	100	
CONDENSATE INLET	IN	N/A	
CONDENSATE OUTLET	IN	1 1/2"	

NOTE: LAYOUT OF ITEMS MAY HAVE BEEN OUT OF TRUE POSITION FOR CLARITY. SEE TEA'S DRAWING TD1689 FOR EXACT EQUIPMENT LOCATION

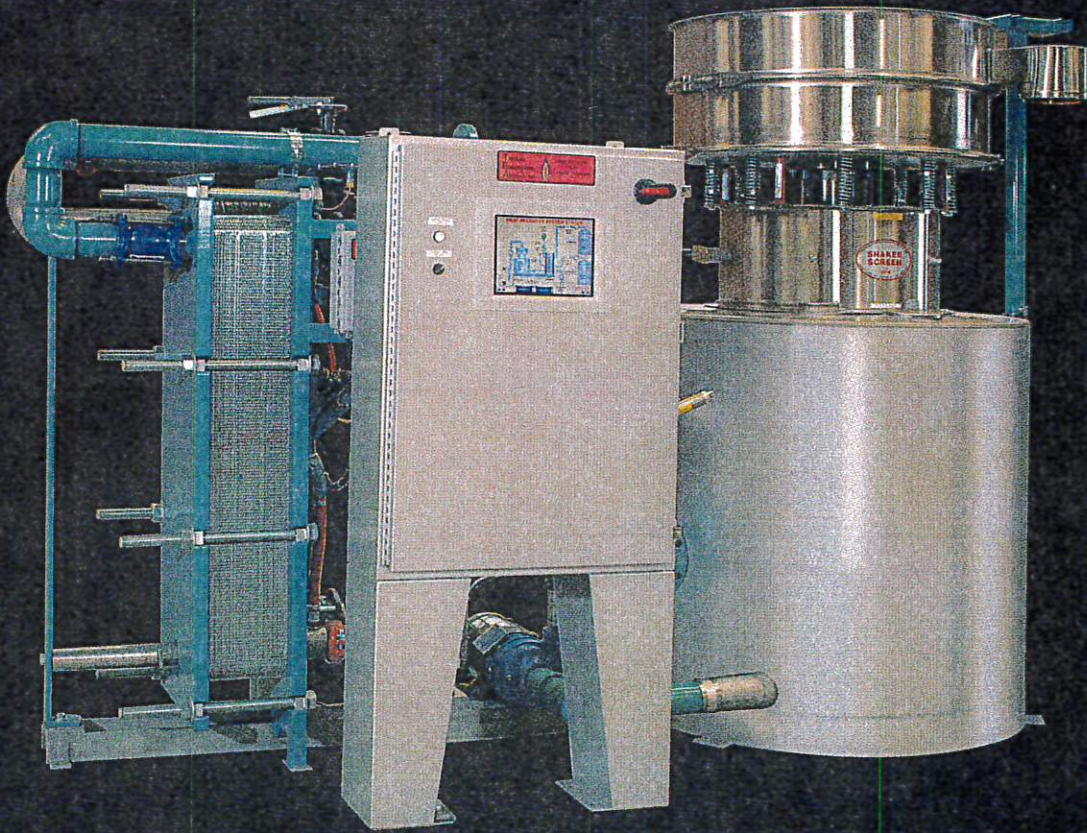
NOTE: EQUIPMENT SHOWN IS TYPICAL. FINAL EQUIPMENT ARRANGEMENT WILL BE DETERMINED BY THE FINAL INSTALLATION DRAWINGS. DIMENSIONS SHOWN ARE APPROX. AND ARE SUBJECT TO CHANGE WITHOUT NOTICE. FINAL INSTALLATION OF T.E.A. EQUIPMENT TO BE IN STRICT ACCORDANCE WITH T.E.A.'S INSTALLATION MANUAL AND ANY DRAWINGS MARKED "PRODUCTION PRINT". THE PHRASE "(BY OTHERS)" REFERS TO THE FIELD INSTALLATION WORK AND OR MATERIALS THAT MAY BE REQUIRED BUT IS "NOT" SUPPLIED BY T.E.A.

APPROVAL
 NOTE: THIS DRAWING MUST BE APPROVED, SIGNED AND RETURNED TO THERMAL ENGINEERING BEFORE FABRICATION CAN START ON THE ITEMS SHOWN.
 APPROVED AS IS
 APPROVED W/CHANGES
 APPROVED BY: _____
 DATE APPROVED: _____

DESIGNER K.K.K.	ISSUED 11/23/90	REVISIONS	Thermal Engineering of Arizona, Inc. 2250 W. Wilcox Avenue, Phoenix, Arizona 85025 U.S.A. FAX 602/288-4488 EQUIPMENT OUTLINE REUSE WATER SYSTEM MODEL 30
SCALE NONE	DRAW. NO. SKE1111		

WASTE WATER CLEAN-UP

DIRECT CONTACT WATER HEATERS



S.S. STORAGE TANKS & PUMPING SYSTEMS

SYSTEM 2000

HEAT RECOVERY FOR THE NEW MILLENNIUM



THERMAL
ENGINEERING
of
ARIZONA

HEAT RECOVERY SYSTEMS

SYSTEM 2000

WITH THERMAL ENGINEERING'S S
COMPLETE PACKAGE. ENGINEERE

THERMAL HEAT PLATE EXCHANGER

PERFORMANCE

300% more efficient than continuous tube type heat exchangers.

EXPANDABLE

Just add plates for additional capacity - a one-hour job.

NON-FOULING

Highly turbulent corrugated and electro-polished heat transfer surfaces easily release soap scum build-ups

SERVICEABILITY

Simply remove compression bolts and spread plates apart for a full internal inspection of both the waste and fresh water heat transfer surfaces.

HEAT LOSS

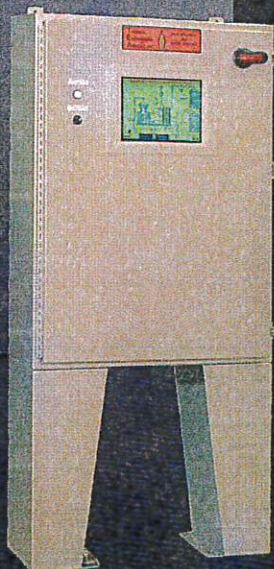
Practically none - No insulation is needed.

COMPACT

Entire system occupies 25 to 35% of floor space compared to 30-foot long continuous tube type heat reclaimers.

SMART TOUCH CONTROL SYSTEM

This stand-alone control console includes an advanced color touch screen interface for all control functions. This touch screen has the ability to completely operate and monitor the entire system operation. These functions will include the ability to start and stop all system components from the central control console. This system is standard at no extra cost.

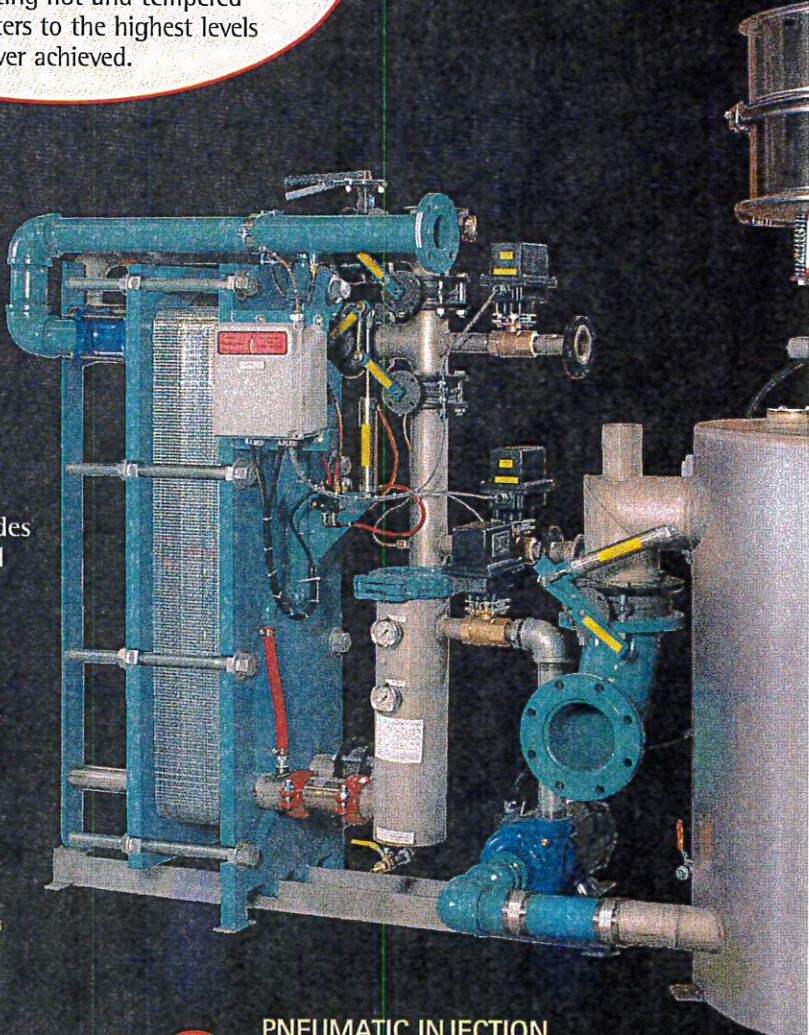


TEA
SMART-THERM
Automatically controls waste and fresh water flows to extract the maximum waste energy for pre-heating hot and tempered make-up waters to the highest levels ever achieved.

2

EXCLUSIVE PRE-PIPING AND WIRING STANDARD

Assembly includes all isolation and control valves. Stainless steel fresh water piping for lifetime service.



3

PNEUMATIC INJECTION CLEANING (PATENTED)

Automatically air blasts wastewater heat transfer surfaces every few minutes. Violent air/water agitation breaks loose any fouling, which can impede heat transfer.

1

SHAKER SCREEN

Automatically removes suspended solids above 175 micron to reduce TSS to acceptable levels.

SYSTEM YOU HAVE A FACTORY-BUILT, SERVICE PROVEN,
D FOR MAXIMUM WASTE WATER HEAT RECOVERY.

7 AUTOMATIC SOLIDS COLLECTION

Suspended solids filtered from wastewater are collected in dewatering container for easy disposal with plant solid waste.

6 HOT FILTERED WASTE WATER FEED TANK

Stores filtered hot wastewater for immediate delivery to heat exchanger. No heat recovery lag for lack of hot wastewater when needed.

5 EXCLUSIVE PUSH BUTTON HEAT EXCHANGER CLEANING

Automatic 160-degree hot water circulation cleaning cycle maintains "as new" performance in any kind of laundry. No dangerous hot caustic cleaning ever needed.

4 SAFETY FILTER

Basket strainer prevents solids from plugging plate exchanger if screen failure occurs

A HISTORY OF EFFICIENCY

The energy crisis of the 70's resulted in demands for the best laundry waste water reclaimers possible. Existing shell and tube units developed in the 30's and 40's, while adequate for those times, just did not have the performance capabilities needed when energy costs rose to 10 times previous costs.

In 1978. Thermal Engineering of Arizona (TEA) introduced its patented Thermal Heat Recovery System to the laundry industry. The exclusive corrugated heat transfer surfaces produce water flow turbulences which resulted in 300% more heat transfer efficiency that even the best existing continuous tube reclaimers.

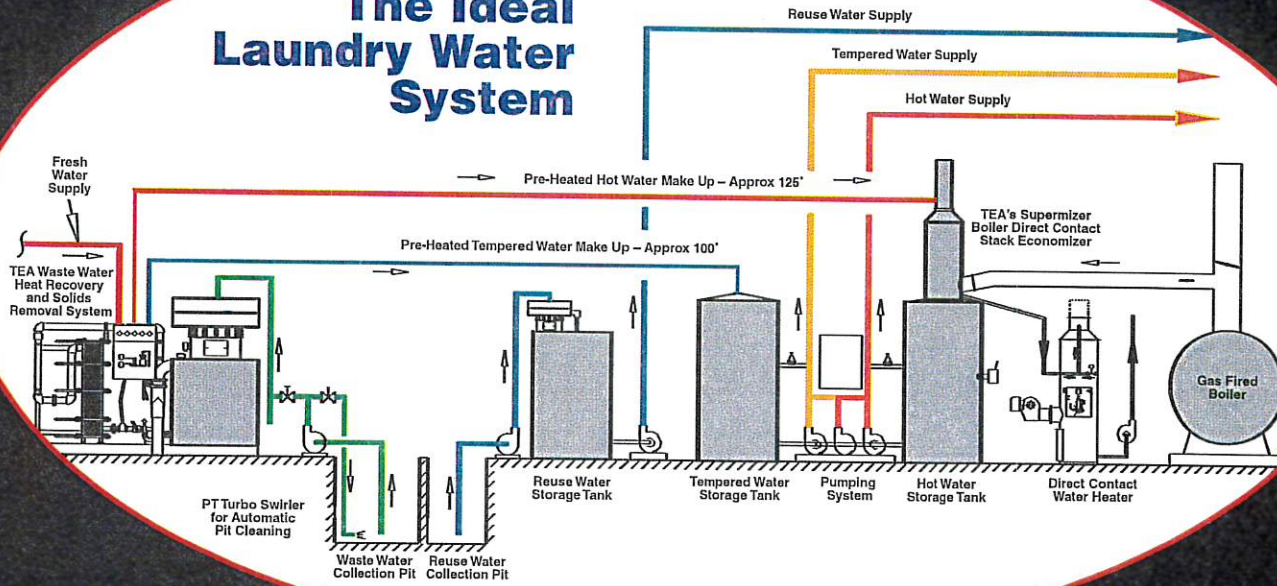
Combined with its integral Shaker Screen for automatic wastewater Clean up. TEA's prepackaged, wired and piped Heat Recovery Systems quickly gained a position as the technological leader in the laundry industry.

In 1980. TEA introduced its patented hot and tempered water pre-heating wastewater heat recovery system - the greatest single improvement in laundry heat recovery ever. Today, fully 90% of all plants being built are using TEA's concept of heat reclaimed tempered water preheating.

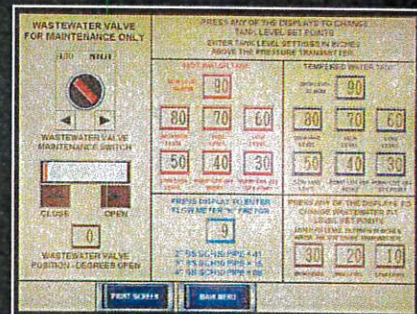
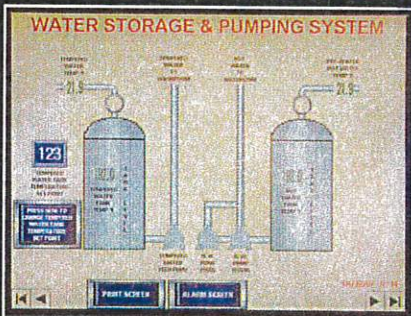
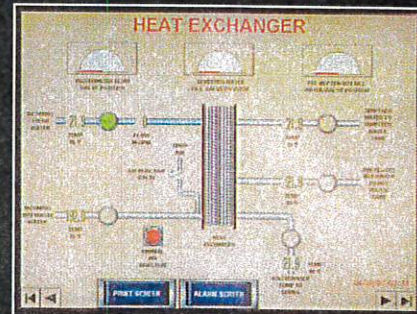
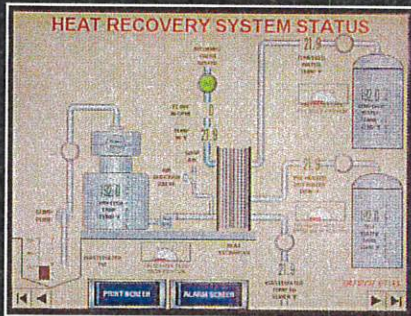
And the results are spectacular. TEA systems are today achieving the highest levels of laundry wastewater heat recovery ever achieved. Plants are normally designed to recover 75% and more of the total heat contained in the wastewater before discharge to the sewer.



The Ideal Laundry Water System



Examples of SMART TOUCH Screens



THERMAL ENGINEERING AND WHAT WE DO:

WASTE WATER HEAT RECOVERY SYSTEM
DIRECT CONTACT WATER HEATERS
STAINLESS STEEL WATER STORAGE TANKS
STEAM WATER HEATING SYSTEMS
CONDENSATE COOLING SYSTEMS
DIRECT CONTACT STACK ECONOMIZERS
WET TYPE LINT COLLECTORS

DRY TYPE LINT COLLECTORS
SHAKER SCREENS FOR WASTE WATER CLEANUP
WATER PUMPING SYSTEMS
CUSTOM WATER SYSTEM PLANT DESIGNS
CONCRETE WASTE WATER PLANT DESIGNS
WATER REUSE AND RECLAMATION SYSTEMS
ENERGY MONITORING SYSTEMS



2250 W. Wetmore
Tucson, AZ 85705 U.S.A.
(520) 888-4000
Fax: (520) 888-4457
Email: sales@teatucson.com
www.teatucson.com

An Idea Whose Time Has Come...

RINSE WATER REUSE

Water, like energy, is becoming a more and more expensive resource. It has been proven in hundreds of laundries that it is possible to reuse selected rinses for flush and suds operations, at considerable savings in water costs. In many parts of the country, reduced water usage will also reflect in lower sewer surcharges for volume.

Laundries without waste water heat recovery systems will even benefit from energy savings due to the heat contained in the reused rinse water. Less energy is needed to bring the recovered rinse water up to wash temperatures.

The simplicity of the entire system also appeals to most users. No cleanup of the water is done except for some fine screening to remove solid materials. There are no chemical operating costs and the only electrical requirements are those needed for two pumps.

Actual plant experience has shown that water can be reused at the 25% to 35% (and in very special cases 45%) level without any long term quality problems.

HOW THE SYSTEM WORKS

Normally the final rinses selected for reuse are collected in a reuse water collection pit. Here the water is stored until it can be pumped to the reuse water storage tank. The pit also holds extra volumes of rinse water in case more than one washer dumps at a time.

The collected water is pumped from the pit to a stainless steel reuse water storage tank as needed. This

tank serves a dual purpose; It acts as a volume buffer for having sufficient water in storage to meet even high washroom demands and it allows a more even steam draw when in the reheating mode, giving the washers better temperature control.

Water re-heating is typically accomplished with steam immersion or side arm heating coils. The reuse tank is normally kept at the same temperature as the hot water storage tank.

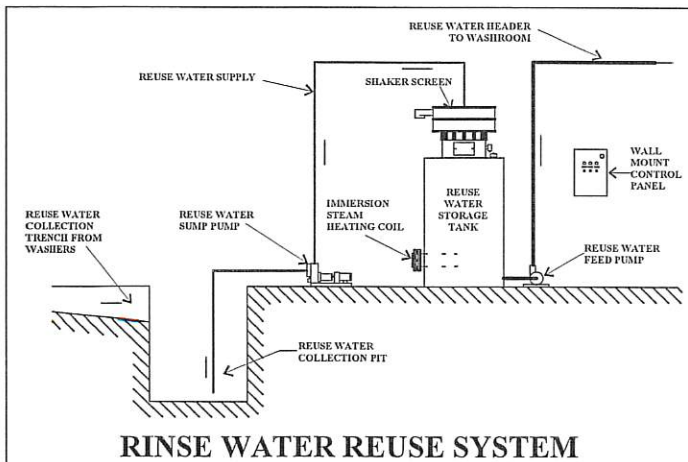


A motor control center, which will control the complete operation of the rinse water reuse system, is included. It contains all of the electrical components necessary to operate the system completely automatically or in the manual mode. It also contains an auxiliary fresh water fill system for the reuse storage tank. If water in the reuse storage tank drops to a low level, this part of the control system will automatically

add fresh water to the tank. This prevents running out of reuse water because of an inadequate balance between water collected and water used.

A properly sized washroom delivery pump is included for supplying hot reuse water to the washers.

The pumping system and reuse water tank are shipped from the factory in easily handled sub-assemblies, ready for rapid field assembly. A reasonably level floor and adequate head room are usually the only requirements for installation.



**THERMAL
ENGINEERING
OF
ARIZONA**

2250 W. WETMORE RD • TUCSON, AZ 85705
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Caution – Not All Reclaimable Water Is Reusable Water

Untreated rinse water can offer laundries excellent savings in water bills. However, the desire to maximize savings should not be confused with good laundry practices or common sense.

Today laundries should be concerned with some of the "too good to be true" claims being made on how much money can be saved by installing "their" equipment. Very impressive computerized proposals with guaranteed savings seem to point out that the answer to all the water shortage problems lie in just installing a water reuse system, even if the economies of a installation are unrealistic. Remember, there are no free lunches anywhere.

SOME OF THE MOST ABSURD CLAIMS ARE:

Quantity of usable reuse water:

Proposed reuse of all rinses in flush/suds operation. Actually only light soil loads even have potential for reusing so much reclaimed water. Remember, recovery of the first rinse for use as *reuse water is the major cause of re-deposition*, producing long term graying of product rendering them unusable.

Normal product mixes of commercial and hospital laundries with several flush/suds/bleach operations and stain setting problems from using high temperature reuse water flushes will be more limiting as to where hot reuse water can be reused. An industry average

of reuse water usage in these plants is about 25%.

Industrial plants, if processing sufficient uniforms and other light soil products to generate adequate quantities of rinse water for recovery, can be more aggressive in where rinse water reuse can be used. Shop towels, mats, and mop formulas all make excellent uses for recovered water. However, only laundries generating sufficient quantities of usable reuse water can even come close to meeting the demands of the above classifications. Consider 20% a good target for rinse water reuse in these plants.

Energy Savings:

Gross exaggerations are usually claimed for these savings. Most final rinses are in the 90 to 100 degree range. Recovering this water, minus ambient plant losses can mean saving the reheating cost of any recovered rinse water to what is needed for washing. The only saving is the energy that would be needed to heat the recovered water from 50 to 60 degrees to approximately 90 degrees.

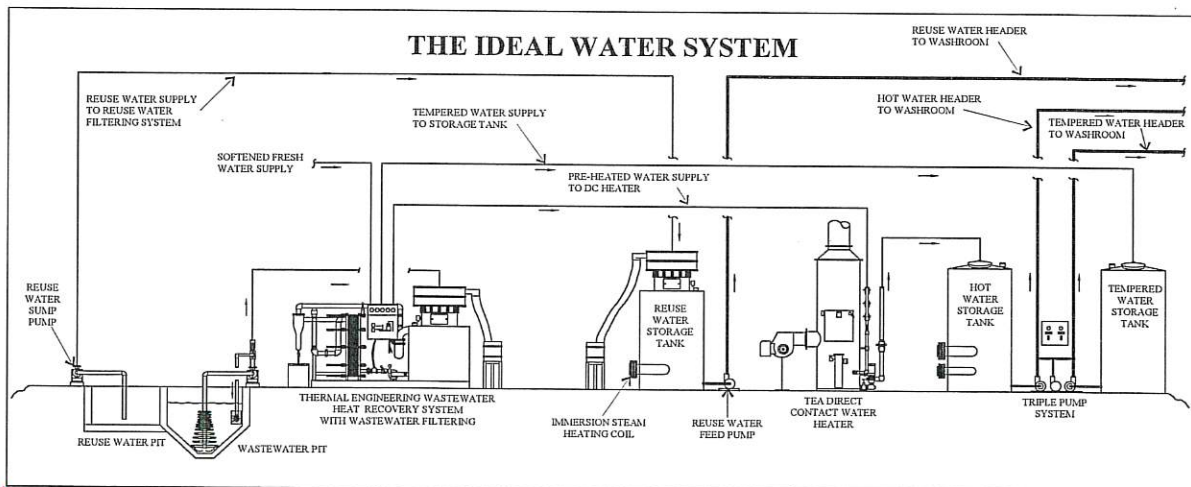
This is quite different from the claimed savings possible. Examination of the proposals will usually claim much higher rinse temperatures than possible. Proposals have been made which claim in light soil laundries all rinse operations were at 150 degrees. *Naturally the energy savings were unachievable.*

If the laundry has a waste water heat recovery system, energy savings are dramatically reduced. This is because the only heat lost is what goes down the drain. There is no difference in energy lost to the sewer from plants equipped with rinse water reuse compared to those who don't.

Chemical Savings:

Ridiculous – the function of the first rinse is to remove or flush out the residual chemicals and bleaches. This highly loaded rinse, if reused, will cause re-deposition and graying. The following rinses (not including the sour/softener step) are generally so free of carry over chemicals they could be considered very equal to fresh water in quality. That is why they are reusable in place of fresh water. *Claimed reductions in detergent costs of 35% just are not possible.* In fact, under ideal conditions, reductions of more than a few percentage points would be questionable – regardless of claims.

To conclude – rinse water reuse can be attractive, but it will require more care to insure that overly aggressive recoveries are not attempted, dye loads are not collected and reused causing expensive product damage, and lint or re-deposition does not occur. Ignore these concerns and severe quality problems with possible expensive product replacement costs will occur.



THERMAL ENGINEERING OF ARIZONA

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**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-04**

AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE UNIFIED DEVELOPMENT CODE, BY AMENDING SUBSECTION 180-1.5.3, CONCERNING BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY; SUBSECTION 180-2.5.1.D, CONCERNING THE APPROVAL CRITERIA FOR CONDITIONAL USES; SUBSECTION 180-2.5.2.B.1, TABLE 2-2, CONCERNING SITE PLAN REVIEW THRESHOLDS; SUBSECTION 180-2.5.2.D.3.A, CONCERNING SKETCH PLAN OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.5.2.D.4, CONCERNING STAFF REVIEW AND ACTION OF THE MAJOR SITE PLAN REVIEW PROCEDURES; SUBSECTION 180-2.7.2, TABLE 2-3, CONCERNING ALLOWABLE ADMINISTRATIVE ADJUSTMENTS; SUBSECTION 180-3.11, TABLE 3.11-1, CONCERNING CC DISTRICT DIMENSIONAL STANDARDS; SUBSECTION 180-3.17.11, CONCERNING STEPBACKS; SUBSECTION 180-5.1.5, TABLE 5-1, CONCERNING TABLE OF ALLOWED USES; SUBSECTION 180-5.2.1.C.2, CONCERNING CRAWLSPACES AND BASEMENTS ASSOCIATED WITH CABIN HOUSING; SUBSECTION 180-5.2.3.C.2, CONCERNING DUMPSTER ENCLOSURES; SUBSECTION 180-5.2.6.J, CONCERNING LOCATION CRITERIA FOR MEDICAL MARIJUANA DISPENSARIES; SUBSECTION 180-5.2.8, CONCERNING RESIDENTIAL USES IN THE CENTRAL CORE AND MIXED USE DISTRICTS; SUBSECTION 180-5.2.9.I., CONCERNING LOCATIONAL CRITERIA FOR RETAIL MARIJUANA; SUBSECTION 180-5.2.7, CONCERNING LIGHT INDUSTRIAL ZONING DISTRICT; SUBSECTION 180-5.2.8, CONCERNING THE LIGHT INDUSTRIAL ZONING DISTRICT; SUBSECTION 180-5.5.B.1., CONCERNING DENSITY BONUS IN THE CENTRAL CORE, GATEWAY, AND MIXED-USE DISTRICTS; SUBSECTION 180-6.3.2, CONCERNING BUILDINGS OCCUPYING MORE THAN ONE LOT; SUBSECTION 180-6.8.A., CONCERNING ALLOWANCE OF NON-SOLID FUEL-BURNING DEVICES; SUBSECTION 180-6.13.3., CONCERNING ON-PREMISE PARKING REQUIREMENTS; SUBSECTION 180-6.13.3., TABLE 6-1, CONCERNING REQUIRED NUMBER OF PARKING SPACES BY LAND USE; SUBSECTION 180-6.13.3.D. CONCERNING MINIMUM PARKING REQUIREMENTS FOR THE CENTRAL CORE DISTRICT (CC) AND PROPERTIES WITHIN THE MIXED-USE DISTRICT (MU) THAT FRONT ON WEST MAIN; SUBSECTION 180-6.16.3.E, CONCERNING GENERAL REQUIREMENTS FOR OUTDOOR LIGHTING; SECTION 180-6.18, CONCERNING FENCES AND WALLS; SUBSECTION 180-6.19.7.D, CONCERNING SNOW AND WIND LOAD STANDARDS FOR SIGNS; SUBSECTION 180-6.19.12.C, CONCERNING FLAGS; SUBSECTION 180-6.19.14, CONCERNING NONCONFORMING SIGNS; SUBSECTION 180-6.22.3.F, CONCERNING RESIDENTIAL DEVELOPMENT STANDARDS FOR GARAGES; SUBSECTION 180-7.6.3, CONCERNING SUBDIVISION LOTS; SUBSECTION 180-7.6.9, CONCERNING SANITARY SEWERS; SUBSECTION 180-8.5.1, CONCERNING CHANGE, EXTENSION OR ALTERATION OF NONCONFORMING BUILDINGS AND STRUCTURES; SUBSECTION 180-9.2.3, CONCERNING DEFINITIONS OF GENERAL USE CATEGORIES FOR PERSONAL SERVICES; SECTION 180-9.3, CONCERNING GENERAL DEFINITIONS FOR AFFORDABLE HOUSING, BEDROOM, CERTIFICATE OF OCCUPANCY, CONDOMINIUM HOTEL, ELECTRIC VEHICLE CHARGING STATION, STRUCTURE HEIGHT, KENNEL, COMMERCIAL/INDUSTRIAL LAUNDROMAT, SELF-SERVICE LAUNDROMAT, MULTI-HOUSING LAUNDRY, ON-PREMISE LAUNDRY, PUBLIC OR PRIVATE PARK, PERSONAL SERVICES, SUBSTANTIAL DESTRUCTION, CONDITIONAL USE, AND VETERINARY CLINIC.

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

WHEREAS, this ordinance is adopted pursuant to the Town's home rule authority, and makes certain technical amendments to the previously adopted Unified Development Code for the Town of Frisco, which is codified as Chapter 180 of the Code of Ordinances of the Town of Frisco.

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

Section 1. Chapter 180 of the Town Code, at Subsection 180-1.5.3, concerning Building Permits and Certificates of Occupancy, is hereby amended to read as follows:

Application for, requirements for, and issuance of building permits and certificates of occupancy shall be in accordance with ~~the building code as adopted with amendments by the Town~~ Chapter 65, Town of Frisco Building Construction and Housing Standards.

Section 2. Chapter 180 of the Town Code, at Subsection 180-2.5.1.D, concerning the approval criteria for Conditional Uses, is hereby amended to read as follows:

D. Approval Criteria

The Planning Commission may approve a conditional use permit application upon finding that each of the following criteria are met:

~~1. The proposed use in its particular location is necessary or desirable to provide a service or facility that will contribute to the general welfare of the community;~~

~~2. The proposed use will, under the circumstances of the particular case and the conditions imposed, be neither detrimental to the health, safety and general welfare of persons nor injurious to property or improvements in the community;~~

~~3. The proposed use will comply with the regulations and conditions specified in the Town Code for such use;~~

~~4. The proposed use furthers one or more of the goals and objectives of the Master Plan for the Town of Frisco; and~~

~~5. The proposed use is compatible in function, operations, and design with surrounding land uses in the vicinity and will not cause any significant adverse impacts.~~

1. The conditional use is consistent with the purpose and intent of the zone district in which it is proposed to be located, furthers the applicable goals of the Frisco Community Plan, and is a desirable use that will contribute to the general welfare of the community; and

2. The conditional use is compatible with the mix of development in the immediate vicinity of the parcel in terms of density, height, bulk, architecture, landscaping, and open space, as well as with any applicable adopted regulatory master plan or PUD; and

3. The conditional use is consistent and compatible with the character of the immediate vicinity of the parcel proposed for development and surrounding land uses and enhances the mixture of complimentary uses and activities in the immediate vicinity of the parcel proposed for development; and

4. The location, size, design and operating characteristics of the proposed conditional use minimizes adverse effects, including visual impacts, impacts on pedestrian and vehicular circulation, parking, refuse and recycling services/area, service delivery, noise, vibrations and odor on surrounding properties; and
5. There are adequate public facilities and services to serve the conditional use including but not limited to roads, potable water, sewer, solid waste, parks, police, fire protection, emergency medical services, hospital and medical services, drainage systems and schools; and
6. The Community Development Director may recommend and the Planning Commission may impose such conditions on a conditional use that are necessary to maintain the integrity of the Town's Zone Districts and to ensure the conditional use complies this Chapter; is compatible with surrounding land uses; and is served by adequate public facilities. This includes, but is not limited to, imposing conditions on size, bulk, location, open space, landscaping, buffering, lighting, signage, off-street parking and other similar design features, the construction of public facilities to serve the conditional use and limitations on the operating characteristics and hours of operation.

Section 3. Chapter 180 of the Town Code, at Subsection 180-2.5.2.B.1, Table 2-2, concerning Site Plan Review Thresholds, is hereby amended to read as follows:

TABLE 2-2: SITE PLAN REVIEW THRESHOLDS	
Site Plan Review Process	Comments
Administrative Site Plan Review	
Interior Remodels and Tenant Finishes	
Exterior Finish	(E.g., repair, replacement, alteration, and addition of windows and doors, roofing, siding, painting, etc.)
Decks, Patios, and Sheds	For single-household and two-household development only
Landscaping and Tree Removal	
Driveways, Parking Areas, and Sidewalks	
Trash Enclosures	
Hot Tubs	
Exterior Lighting	
<u>Solar Energy Facilities mounted on principal and accessory buildings</u>	
Minor Site Plan Review	
Decks, Patios, and Sheds	Multi-family, mixed-use, non-residential
New Single-Household and Two-Household	Including garages, additions, and associated accessory <u>buildings/structures</u> that are not considered "administrative"
Additions/ <u>and</u> Accessory Buildings/ <u>Structures</u> to Multi-Family, Mixed-Use, and Non-Residential	Maximum 1000 sq ft GFA or 1000 sf lot coverage
<u>Ground-mounted Solar Energy Facilities</u>	
Major Site Plan Review	
<u>New</u> Multi-Family	Including additions/accessory buildings/ <u>structures</u> that do not qualify as minor site plans

<u>New</u> Mixed-Use	Including additions/ and accessory buildings/ <u>structures</u> that do not qualify as minor site plans
<u>New</u> Non-Residential	Including additions/ and accessory buildings/ <u>structures</u> that do not qualify as minor site plans

Section 4. Chapter 180 of the Town Code, at Subsection 180-2.5.2.D.3.a, concerning Sketch Plan of the Major Site Plan Review Procedures, is hereby amended to read as follows:

a. All applications for major site plans shall present an informal sketch plan of the development before a regularly scheduled meeting of the Planning Commission. The applicant shall ~~notify~~ submit an application to the Community Development ~~staff in writing~~ at least 21 calendar days prior to the Planning Commission meeting at which the sketch plan is requested to be presented. Materials to be presented in support of the development must be of sufficient nature to allow the Planning Commission and Community Development staff to provide informed feedback on the project. At a minimum the applicant must submit the following information:

- i. Written project description, including a synopsis of the proposed development program, and how the project will meet the principles of the Master Plan and the standards of the zoning code;
- ii. Site plan showing the location of the building(s) and other improvements (retaining walls, berms, dumpster locations, open space, etc.) with dimensions to setbacks, property lines, easements, north arrow, scale (no smaller than 1"=20'), legend, vicinity map;
- iii. Existing and proposed utility (main and service) lines;
- iv. Existing and proposed topography at 2 foot intervals, including 50 feet beyond the property boundary, existing easements, lot dimensions, lot size in square feet/acreage;
- v. Existing site characteristics map with vegetation, wetlands, unique natural features;
- vi. Parking space location and counts and traffic circulation design, with driveway locations, points of access from right-of-way, preliminary grades, bike and pedestrian improvements;
- vii. Proposed landscaping, post-development grades, snow storage, preliminary stormwater plan showing approach to stormwater handling;
- viii. Scaled drawings of all building locations and schematic elevations; and
- ix. Samples of all colors and materials proposed.

Section 5. Chapter 180 of the Town Code, at Subsection 180-2.5.2.D.4, concerning Staff Review and Action of the Major Site Plan Review Procedures, is hereby amended to read as follows:

4. Staff Review and Action

Following the review of the sketch plan, but not more than ~~90-180~~ days after such review, the applicant shall submit a complete major site plan application. The Director shall review the major site plan application and prepare a staff report and recommendation in accordance with Section 180-2.3.4. The applicant shall submit the application not less than 52 days prior to an upcoming Planning Commission meeting targeted as the application review date.

Section 6. Chapter 180 of the Town Code, at Subsection 180-2.7.2, Table 2-3, concerning Allowable Administrative Adjustments, is hereby amended to read as follows:

TABLE 2-3: ALLOWABLE ADMINISTRATIVE ADJUSTMENTS	
Chapter Standard	Allowable Administrative Adjustment (maximum percentage)
SITE STANDARDS	
Lot area, minimum	10
Lot coverage, maximum	10
LOT DIMENSIONAL STANDARDS	
Front yard setback, minimum	10
Side yard setback, minimum	10
Rear yard setback, minimum	10
Encroachment into setback, maximum	10
BUILDING STANDARDS	
Building height, maximum	10
DEVELOPMENT STANDARDS	
Lighting height, maximum	10
Sign height, maximum	10
Fence or wall height, maximum	10 (1 foot maximum)
Minimum landscaping requirements	10
For nonresidential projects, maximum length of geometric plane ridgelines and/or roof lines without a change in elevation	10
For nonresidential projects, maximum length of building walls and corresponding roof eaves without a change in geometric plane	<u>75</u>
For nonresidential projects, maximum percentage of building wall and/or roof ridgeline lengths in the same geometric plane	<u>10</u>

Section 7. Chapter 180 of the Town Code, at Subsection 180-3.11, Table 3.11-1, concerning CC District Dimensional Standards, is hereby amended to read as follows:

TABLE 3.11-1: CC DISTRICT DIMENSIONAL STANDARDS	
PROJECT STANDARDS	
Maximum density	16 du/acre
LOT STANDARDS	
Minimum lot area	3,500 sf
Minimum lot frontage	None
Maximum lot coverage, one or two residential units	70%
Maximum lot coverage, all other uses	None
SETBACKS	
<i>Properties on Main Street</i>	
Minimum front yard setback	3 ft.
Minimum side yard setback	0 ft.
Minimum rear yard setback	0 ft.
<i>Properties on located between Granite Street and Granite Street Alley, Galena Alley, Granite Street, and Galena Street and Galena Street Alley</i>	

Minimum front yard setback	5 ft.
Minimum side yard setback	5 ft.
Minimum rear yard setback	5 ft.
Minimum setback for alley facing yard	3 ft.
<i>One or Two Residential Units, Including Accessory Units</i>	
Minimum front yard setback	10 ft.
Minimum side yard setback	5 ft.
Minimum rear yard setback	5 ft.
STEPBACKS	
Minimum stepback for the third and above floors of street-facing wall facades (as taken from the floor below, see Figure 3-L)	10 ft.
BUILDING STANDARDS	
Maximum building height	40 ft. (pitched); 35 ft. (flat)
Maximum building height, first 20 feet in from property line on Galena Street	25 ft. (pitched roof required)

Section 8. Chapter 180 of the Town Code, at Subsection 180-3.17.11, concerning Stepbacks, is hereby amended to read as follows:

In the CC District, the following encroachments into a required stepback are permitted:

- A. Roof overhangs, limited to two feet in depth; and
- B. Railings, limited to the minimum height required by ~~the building code~~ [Chapter 65, Town of Frisco Building Construction and Housing Standards](#).

Section 9. Chapter 180 of the Town Code, at Subsection 180-5.1.5, Table 5-1, concerning Table of Allowed Uses, is hereby amended to read as follows:

TABLE 5-1 TABLE OF ALLOWED USES															
● = Permitted ● = Conditional Use Blank cell = Not allowed		Residential					Commercial/ Mixed-Use					Other			Use-specific Standards
Use Category	Use Type	RS	RN	RL	RM	RH	GW	CO	LI	CC	MU	OS	PR	PF	
RESIDENTIAL USES															
Group Living	Group care facility					●	●				●				
	Senior housing					●	●				●				
Household Living	Cabin housing		●	●	●	●				●	●				180-5.2.1 & Galena Streets only
	Duplex and two-unit townhomes		●	●	●	●				●	●				180-5.2.8
	Fractional ownership unit					●	●			●	●				
	Multi-unit dwellings				●	●	●			●	●				180-5.2.8
	Single-household detached dwelling	●	●	●	●	●					●	●			180-5.2.8
	Townhomes, attached or standalone			●	●	●					●	●			180-5.2.8

TABLE 5-1 TABLE OF ALLOWED USES															
● = Permitted ○ = Conditional Use Blank cell = Not allowed		Residential					Commercial/ Mixed-Use					Other		Use-specific Standards	
Use Category	Use Type	RS	RN	RL	RM	RH	GW	CO	LI	CC	MU	OS	PR	PF	
PUBLIC, INSTITUTIONAL, AND CIVIC USES															
Community and Cultural Facilities	Activities for conservation of natural resources and the environment	●	●	●	●	●	●	●	●	●	●	●	●	●	
	Arts and entertainment center						●	●		●	●				
	Community center					●	●	●		●	●			●	
	Church or place of worship and assembly			○	○	○				○	○			○	
	Homeowner association recreation facility	○		○	○	○									
Child Care Facilities	Child day care center		○	○	○	○		○			○				
	Family day care	●	●	●	●	●									
Educational Facilities	School, Type 1			○	○	○					○			○	
	School, Type 2			○	○	○		○			○			○	
	School, Type 3							○			○			○	
Institutional Uses	Institutional use	○	○	○	○	○	●	●	●	●	○		○	●	
Parks and Open Space	Active recreation												●	●	
	Common area	●	●	●	●	●									
	Common building		●												
	Marina										●		●		
	Open space	●	●	●	●	●	●	●	●	●	●	●	●	●	
	Park	●	●	●	●	●				●			●		
	Park, public or private													●	
	Passive recreation and open space use (no site disturbance; compatible with natural state)												●	●	
	Passive recreation and open space use some site disturbance; compatible with natural state)												○	●	
Public or private active and/or passive recreation area													●		
Public Utilities and Facilities	Public improvement	●	●	●	●	●	●	●	●	●	●	●	●	●	●
	Public utility facility	○	○	○	○	○	○	○	○	○	○	○	○	○	○
	Telecommunication facility (standard)						●	●		●	●			●	180-5.2.11
	Telecommunication facility (low power)	●	●	●	●	●	●	●	●	●	●	●	●	●	180-5.2.11
	Transit oriented facility and use						●	●		○	○			●	
COMMERCIAL USES															
Agriculture Uses	Community garden	○	○	○	○	○	●	●	○	○	○	○	○	○	
	Farmers' market						○	○		○	○		○	○	180-5.2.2

TABLE 5-1 TABLE OF ALLOWED USES																
● = Permitted ○ = Conditional Use Blank cell = Not allowed		Residential					Commercial/ Mixed-Use					Other			Use-specific Standards	
Use Category	Use Type	RS	RN	RL	RM	RH	GW	CO	LI	CC	MU	OS	PR	PF		
	Plant nursery or greenhouse						○	●	●		○		○			
	Produce stands						●	●		●	●				180-5.2.7	
Food and Beverage	Fast food restaurant						●	●		●	○					
	Microbrewery, distillery and/or tasting room						●	●		●	●					
	Restaurant, bar, tavern						●	●		●	●		○			
Lodging Facilities	Boarding, rooming, and lodging facility				○	●	●	○			○					
	Condominium hotel						●			○	○					
	Hostel						●	○		○	○					
	Hotel and motel						●	○		●	○					
Offices	Financial service						●	●		●						
	Medical office						○	●	○	●	●				180-5.2.12	
	Office					○	○	●	○	●	●				180-5.2.12	
Parking Facilities	Parking facility						○	○		○	○		○			
Personal Services	Personal services, <u>General</u>					○	●	●		●	●					
	<u>Laundromat, Commercial/Industrial</u>								●							
	<u>Laundromat, Self-service</u>					○	●	●		●	●					
Recreation and Entertainment	Health, recreation, and exercise establishment						●	●	○	●	○		●			
	Indoor arts and entertainment center					○										
Retail	Artisan studio or gallery						●	●		●	●					
	Light retail						●	●	○	●	●		○			
	Medical marijuana dispensary						●	●	●		●				180-5.2.6	
	Professional trade								●							
	Professional trade retail								●							
	Regional retail						●	●								
	Retail marijuana						●	●	●		●				180-5.2.9	
	Sexually-oriented business						●	●	●	●	●				180-5.2.10	
Vehicles and Equipment	Auto, boat, and recreational vehicle sales or leasing						○	○								
	Auto fuel sales						○	●			○					
	Auto service or wash						●	●	●							
	Light goods repair						●	●	●	○	●					
	Veterinary Services	Animal boarding or training						○	○	○		○				
Veterinary clinic							○	●	●		○					

INDUSTRIAL USES

TABLE 5-1 TABLE OF ALLOWED USES																
● = Permitted ○ = Conditional Use Blank cell = Not allowed		Residential					Commercial/ Mixed-Use					Other			Use-specific Standards	
Use Category	Use Type	RS	RN	RL	RM	RH	GW	CO	LI	CC	MU	OS	PR	PF		
Industrial Service and Research	Commercial firewood cutting and storage								○							
	Research and development							○	●							
Manufacturing and Production	Light manufacturing							○	●	○						
	Repair and light fabrication workshop							○	●							
Warehouse and Freight Movement	Storage facility								●							
	Warehouse								●							
	Wholesale business							○	●							
ACCESSORY USES																
Accessory Uses	Accessory building and use	●	●	●	●	●	●	●	●						●	
	Accessory dwelling unit	○	●	●	●	●	●	●	●	●	●		○	○	180-5.3.1	
	Home occupation	○	○	○	○	○				○						
	Home office	●	●	●	●	●	●	●		●	●					
	Solar energy facility	●	●	●	●	●	●	●	●	●	●	●	●	●	180-5.3.3	
	<u>Electric Vehicle Charging Station</u>	●	●	●	●	●	●	●	●	●	●	●	●	●		
DISTRICT LEGEND																
RS = Residential Single-Household District																
RN = Residential Traditional Neighborhood District																
RL = Residential Low Density District																
RM = Residential Medium Density District																
RH = Residential High Density District																
GW = Gateway District																
CO = Commercial Oriented District																
LI = Light Industrial District																
CC = Central Core District																
MU = Mixed-Use District																
OS = Open Space District																
PR = Parks and Recreation District																
PF = Public Facilities District																

Section 10. Chapter 180 of the Town Code, at Subsection 180-5.2.1.C.2, concerning Crawlspace and Basements associated with Cabin Housing, is hereby amended to read as follows:

2. Crawlspace and Basements

Basements or other similar below-grade living areas are permitted in a cabin housing development. A basement shall not exceed the gross floor area of the ground floor of the unit and shall be located primarily below the grade of the property so as not to be visible when viewed from the ground level. No more than 30 percent of the wall area of the basement may be above the finished grade and visible. A basement, regardless of its configuration or intended use, shall provide an egress window meeting the requirements of ~~the building code~~ Chapter 65, Town of Frisco Building Construction and Housing Standards. Crawlspace located below grade are permitted, but shall not exceed the gross floor area of the ground floor for the unit.

Crawlspaces shall not be habitable living space as defined by ~~the building code Chapter 65, Town of Frisco Building Construction and Housing Standards~~. A crawlspace area may be used for storage, mechanical equipment, or other similar uses that do not involve habitation.

Section 11. Chapter 180 of the Town Code, at Subsection 180-5.2.3.C.2, concerning Dumpster Enclosures, is hereby amended to read as follows:

2. Dumpster Enclosures

- a. Dumpsters located within approved dumpster enclosures are required for all commercial projects and mixed-use projects, and are recommended for all multi-family residential projects.
- b. Dumpster enclosures shall be utilized for the storage of any refuse, recycling materials, and grease traps. Dumpster enclosures shall be designed to meet the following standards:
 - i. Exterior materials of dumpster enclosures shall be similar to or complementary to those used on the exterior of the primary structure or structures on the site.
 - ii. Dumpster enclosures shall be four-sided structures with gated access adequate to allow for the collection of materials stored within the dumpster enclosure.
 - iii. Dumpster enclosures shall be designed to provide a separate pedestrian access into the enclosure.
 - iv. Dumpster enclosures shall be located on-site in a manner that allows for easy vehicular access to the dumpster by the collection services, and where possible, in a manner that does not require backing movements into public rights-of-way, with the exception of alleys.
 - v. Unroofed dumpster enclosures shall not exceed eight feet in height as measured from any point of the enclosure to the natural grade or finished grade, whichever is lowest, located directly below said point.
- c. In addition, all dumpsters and dumpster enclosures shall comply with the standards in Section 180-6.17, Refuse Management.

Section 12. Chapter 180 of the Town Code, at Subsection 180-5.2.6.J, concerning Location Criteria for Medical Marijuana Dispensaries, is hereby amended to read as follows:

J. Locational Criteria

No medical marijuana business shall be issued a license if, at the time of the initial application for such license, the proposed location is:

1. Within 500 feet of any licensed child care facility;
2. Within 500 feet of any educational institution or school, either public or private;

3. Within 500 feet of any halfway house or correctional facility;
4. Within 700 feet of another medical marijuana business or retail marijuana establishment;
5. Within 500 feet of a residential dwelling unit ~~that is located within a residential zoning district;~~
6. Within any residential zoning district, or the Central Core Zoning District, or the Mixed-Use Zoning District along East or West Main Street;
7. Within any building containing a dwelling unit, a pediatrician's office, or any hotel, motel, condominium hotel, boarding facility, lodging facility or rooming facility; or
8. Within a single development project that contains another medical marijuana business or a retail marijuana establishment.

For purposes of this section, a “residential dwelling unit” shall not include an accessory dwelling unit to a commercial unit nor any other dwelling unit that is accessory or incidental to a commercial. For purposes of this section, a “single development project” shall mean and include any area in which the property proposed for use as a medical marijuana business shares a common interest in common property, such as parking areas or sidewalk areas, or is a member of a property owners’ association with another medical marijuana business or retail marijuana establishment. The distances set forth in this section shall be computed by direct measurement in a straight line from the nearest property line of the land used for the purposes stated above, respectively, to the nearest portion of the building in which the medical marijuana business is located. The locational criteria contained in this section shall apply to all proposed changes in the location of an existing license. Nothing in this subsection shall be construed so as to limit the location of a medical marijuana business or retail marijuana business based upon its distance from another medical marijuana business or retail marijuana establishment when the medical marijuana business is engaged in dual operations under Subsection R below or when the medical marijuana businesses are operated in the same licensed premises, in one contiguous location, and under the same ownership, in the event that applications for licensure of more than one medical marijuana business and/or retail marijuana establishment are pending at the same time and one proposed location is within 700 feet of another proposed location, the Licensing Authority shall consider and act first upon the application determined by the Licensing Authority to have first been a complete application without regard to the proposed location that is set forth in any application determined to have been complete at a later date.

Section 13. Chapter 180 of the Town Code, at Subsection 180-5.2.8, concerning Residential Uses in the Central Core and Mixed Use Districts, is hereby amended to read as follows:

180-5.2.8. RESIDENTIAL USES IN CENTRAL CORE AND MIXED USE DISTRICTS

A. Central Core District

For properties located between Main Street and Galena Alley and properties located between Main Street and Granite Alley, residential uses and uses accessory to residential uses are prohibited on the ground floor ~~in those portions of a building that front along Main Street and/or a numbered Avenue.~~

B. Mixed Use District

For properties fronting along Main Street, residential uses on the ground floor are a conditional use.

Section 14. Chapter 180 of the Town Code, at Subsection 180-5.2.9.I., concerning Locational Criteria for Retail Marijuana, is hereby amended to read as follows:

I. Locational Criteria

A retail marijuana establishment shall be operated from a permanent, indoor location and, except as further limited in this subsection, within a zoning district of the Town that allows for retail sale uses. No retail marijuana establishment shall be permitted to operate from a moveable, mobile, or transitory location. The suitability of a location for a retail marijuana establishment shall be determined at the time of the issuance of the first license. The fact that later changes in the neighborhood occur that may render the site unsuitable for a marijuana store shall not be grounds to suspend, revoke, or refuse to renew the license. No applicant shall be issued a license for a retail marijuana establishment if, at the time of the initial application for such license, the proposed location of the licensed premise is:

1. Within 500 feet of any licensed child care facility;
2. Within 500 feet of any educational institution or school, either public or private;
3. Within 500 feet of any halfway house or correctional facility;
4. Within 700 feet of another retail marijuana establishment or medical marijuana business;
5. Within 500 feet of a residential dwelling unit ~~that is located within a residential zoning district;~~
6. Within any residential zoning district, or the Central Core Zoning District, or the Mixed-Use Zoning District along East or West Main Street;
7. Within any building containing a dwelling unit, a pediatrician's office, or any hotel, motel, condominium hotel, boarding facility, lodging facility or rooming facility; or
8. Within a single development project that contains another retail marijuana establishment or medical marijuana business.

For the purposes of this section, a "residential dwelling unit" shall not include an accessory dwelling unit to a commercial unit, nor any other dwelling unit that is accessory or incidental to a commercial use. For purposes of this section, a "single development project" shall mean and include any area in which the property proposed for use as a retail marijuana establishment shares a common interest in common property, such as parking areas or sidewalk areas, or is a member of a property owners' association with another retail

marijuana establishment or medical marijuana business. The distances set forth in this subsection shall be computed by direct measurement in a straight line from the nearest property line of the land used for the purposes stated above, respectively, to the nearest portion of the building in which the medical marijuana business is located. The locational criteria contained in this subsection shall apply to all proposed changes in the location of an existing license. Nothing in this subsection shall be construed so as to limit the location of a retail marijuana establishment based upon its distance from another retail marijuana establishment or medical marijuana business when the retail marijuana establishment is engaged in dual operations under Subsection L below, or where the retail marijuana establishments are operated in the same licensed premises, in one contiguous location, and under the same ownership. In the event that applications for licensure of more than one medical marijuana business and/or retail marijuana establishment are pending at the same time and one proposed location is within 700 feet of another proposed location, the Licensing Authority shall consider and act first upon the application determined by the Licensing Authority to have first been a complete application without regard to the proposed location that is set forth in any application determined to have been complete at a later date.

Section 15. Chapter 180 of the Town Code, at Subsection 180-5.2.7, concerning Light Industrial Zoning District, is hereby amended to read as follows:

180-5.2.12. LIGHT INDUSTRIAL ZONING DISTRICT

A. Offices and Medical Offices

Offices and medical offices on the ground floor are a conditional use. Offices and medical offices not located on the ground floor are a permitted use.

Section 16. Chapter 180 of the Town Code, at Subsection 180-5.2.8, concerning the Light Industrial Zoning District, is hereby amended to read as follows:

180-5.2.13. MIXTURE OF USES IN THE MIXED USE DISTRICT

For properties located in the Mixed Use District, development shall be a mixture of residential and nonresidential uses, with each such use making up not less than 20 percent of the total gross floor area of all uses within the property. Developments with a lesser mixture of residential or nonresidential uses, including single use developments, are a conditional use.

Section 17. Chapter 180 of the Town Code, at Subsection 180-5.5.B.1., concerning Density Bonus in the Central Core, Gateway, and Mixed-Use Districts, is hereby amended to read as follows:

B. Density Bonuses

1. Central Core, Gateway, and Mixed-Use Districts

In the CC, GW, and MU Districts, a density bonus over the maximum allowable density is available if approved by Planning Commission, provided that:

- a. A minimum of 50 percent of the total number of bonus units is provided as affordable housing deed-restricted for sale or rent to persons earning a maximum of 100 percent of the area median income, at a rate established by the Summit Combined Housing Authority for that income level, and pursuant to other criteria as established from time to time by the Town or the Summit Combined Housing Authority; or

- b. For each bonus dwelling unit allowed, at least two affordable housing units are provided on property outside of the subject property, but within the Town of Frisco or within one (1) mile of any corporate limit of the Town of Frisco.

Section 18. Chapter 180 of the Town Code, at Subsection 180-6.3.2, concerning Buildings Occupying More than One Lot, is hereby amended to read as follows:

180-6.3.2 BUILDINGS OCCUPYING MORE THAN ONE LOT

Where a residential or non-residential project has been resubdivided into more than one lot, it shall be considered to be occupying one lot for purposes of complying with district regulations such as density, floor area ratio (FAR) lot coverage, open space, lot size, lot frontage, and setbacks. For purposes of this section, the boundaries of the one lot shall be the outermost lot lines of all lots occupied by the project. Except in the case of a condominium building or a property line between duplex or townhouse units, for any proposed development, no building shall be constructed over a property line and any proposal to construct a building over an existing property line shall be accompanied by a plat application to cause the property line to be vacated.

Section 19. Chapter 180 of the Town Code, at Subsection 180-6.8.A., concerning Allowance of Non-Solid Fuel-Burning Devices, is hereby amended to read as follows:

180-6.8.1 ALLOWANCE OF NON-SOLID FUEL-BURNING DEVICES

- A. Nothing in the regulation shall be construed to limit the number of non-solid-fuel-burning devices (gas, liquid, electricity) which may be installed in new construction, provided that all such installations are in compliance with ~~the Frisco Building Code Chapter 65, Town of Frisco Building Construction and Housing Standards~~. For the purpose of this section, "new construction" is construction of a residential, commercial, industrial, or agricultural building. This shall include any modification, replacement, or relocation of existing solid-fuel-burning devices. However, modification to solid-fuel-burning devices shall not include repair, replacement, or relocation of flue pipe.
- B. A non-solid-fuel-burning device may be installed only if the applicant(s) can demonstrate that such a device is actually being installed and will be used for burning non-solid-fuel and only if the applicant states, within his application, that said device will not be used for burning solid-fuel. The burden is upon the applicant(s) to present evidence to the Community Development Department for review. An example of evidence includes, but is not limited to, a site plan that depicts the location and installation of the non-solid-fuel-burning device, and the gas, liquid, or electricity lines and venting system which are necessary for proper functioning of this device only.

Section 20. Chapter 180 of the Town Code, at Subsection 180-6.13.3., concerning On-Premise Parking Requirements, is hereby amended to read as follows:

180-6.13.3. ON-PREMISE PARKING REQUIREMENTS

A. Parking Requirements

The following minimums for permitted uses. Minimum must be ~~compiled~~ complied with in all zoning districts except the Central Core District (CC) and those properties within the Mixed-Use District (MU) that front on West Main Street. On premise parking requirements for the Central Core District and those properties in the Mixed-Use District that front on West Main Street are found under paragraph D of this Subsection 0. Conditional uses may require additional parking. Multiple uses will be assessed parking requirements per use and an

aggregate number will be generated. Unless specifically prohibited elsewhere in this section, accessible parking spaces and electric vehicle charging stations shall be included in the calculation for required parking spaces.

Section 21. Chapter 180 of the Town Code, at Subsection 180-6.13.3., Table 6-1, concerning Required Number of Parking Spaces by Land Use, is hereby amended to read as follows:

TABLE 6-1 REQUIRED NUMBER OF PARKING SPACES BY LAND USE			
USE CATEGORY	USE TYPE		PARKING SPACE REQUIREMENTS
Household Living	Accessory dwelling unit	Per accessory unit:	1.0
		Per Lock-Off:	1.0
	Duplex and two-unit townhomes	Per Bedroom:	1.0
		Minimum Per Unit:	2.0
		Maximum per Unit	4.0
	Single-household	Per Bedroom:	1.0
		Minimum Per Unit:	2.0
		Maximum Per Unit:	4.0
	Multi-unit (3+ Units) [1]	Studio:	1.0
		Per Bedroom:	1.0
		Maximum Per Unit:	4.0
	Deed restricted units (affordable units)	Studio:	1.0
Per Bedroom:		1.0	
Maximum Per Unit:		2.0	
Lodging Facilities	Lock-off	Per Lock-off	1.0
	Boarding, rooming, and lodging facility	Each bedroom	1.0
		Each Residential Employee unit	1.0
	Hotel or motel	Each bedroom	1.0
Each Resident Employee unit		1.0	
Commercial	Auto wash	Stacking spaces per washing bay	5.0
		Plus 500 square feet of GFA or portion thereof	1.0
	Commercial use with drive-through	Stacking spaces per window	5.0
	Auto fuel sales	Per pump	1.0
	<u>Laundromat, Commercial/Industrial</u>	<u>Per 750 square feet of GFA or portion thereof</u>	<u>1.0</u>
	<u>Laundromat, Self-service</u>	<u>Per 350 square feet of GFA or portion thereof</u>	<u>1.0</u>
	Medical office	Per 350 square feet of GFA	1.0
	Office	Per 350 square feet of GFA or portion thereof	1.0
	<u>Personal Services, General</u>	<u>Per 350 square feet of GFA or portion thereof</u>	<u>1.0</u>
	Retail	Per 350 square feet of GFA area or portion thereof	1.0
	Service station, auto repair	For every service bay	4.0
Warehousing, wholesale business and contractor trades	Per 750 square feet of GFA	1.0	
Educational Facilities	Day care [2]	For every employee at maximum staff level	1.0
	Elementary, junior high	For every classroom	2.0

TABLE 6-1 REQUIRED NUMBER OF PARKING SPACES BY LAND USE			
	High school/college	For every 4 students (capacity)	1.0
Food & Beverage	Fast food restaurant	Per 150 square feet of GFA (non-seating area)	1.0
		Plus Per 250 square feet of GFA (seating area)	1.0
		Stacking spaces per drive-up window	5.0
	Restaurant, bar and tavern	Per 250 square feet of GFA	1.0
Public Utilities and Facilities	Church or place of worship or assembly	Per every 4 seats	1.0
	Hospital	Per every 3 beds	1.0
		Plus for every employee at maximum staff level	1.0
	Institutional use	Per 400 square feet of GFA	1.0
		Plus per every 2 employees at maximum staff level	1.0
Senior housing	Per 3 beds	1.0	
Recreation and Entertainment	Arts and entertainment center	For every 4 seats	1.0
	Bowling alley	Per lane	2.5
	Health, recreation, and exercise establishment	Per 200 Square feet of GFA	1.0
Notes:			
[1] Plus additional spaces for visitors: One visitor space required for every five units including caretaker units.			
[2] Adequate drop-off/pick-up space, equivalent to one parking/stacking space per every ten children (based on center's regulated capacity)			

Section 22. Chapter 180 of the Town Code, at Subsection 180-6.13.3.D. concerning Minimum Parking Requirements for the Central Core District (CC) and Properties within the Mixed-Use District (MU) that Front on West Main, is hereby amended to read as follows:

D. Minimum Parking Requirements for the Central Core District (CC) and Properties within the Mixed-Use District (MU) that Front on West Main Street

- The following minimums for permitted uses are required. Conditional uses may require additional parking. Multiple uses will be assessed parking requirements per use and an aggregate number will be generated. Unless specifically prohibited elsewhere in this section, accessible parking spaces and electric vehicle charging stations shall be included in the calculation for required parking spaces.

TABLE 6-2 MINIMUM REQUIRED PARKING SPACES – CENTRAL CORE DISTRICT AND MIXED-USE DISTRICTS FRONTING WEST MAIN STREET	
USE	PARKING SPACE REQUIREMENTS
Retail [1]	0.0 Per 450 square feet of GFA or portion thereof
<u>Personal Service, General</u>	<u>0.0</u>
Office	1.0 Per 450 square feet of GFA, or portion thereof 0.0 if not located on the ground floor
Medical Office	1.0 Per 450 square feet of GFA or portion thereof

Restaurants, Bars and Taverns [1]	0.0 Per 350 square feet of seating area 0.0 Per 450 square feet of non-seating area
Hotel or Motel,	1.0 Each resident employee unit 1.0 Each bedroom
Residential Uses	1.0 Per Studio and Accessory Unit 1.0 Per bedroom 4.0 Maximum per unit 1.0 Visitor parking space For every 5 units in multi-family and mixed use developments; For multi-unit, 3 plus units, additional parking for visitors is required
Notes: [1] Any change in the use from retail, restaurant, bar or tavern GFA approved by the Town using the parking provisions contained herein to other uses (permitted or conditional) must provide parking spaces in the amounts and locations required by the Article.	

- For purposes of calculating the minimum parking requirements for any property located within the Central Core District or the Mixed-Use District when a property fronts on West Main Street, if any proposed use is not noted under this paragraph D, the parking requirements as provided in paragraph A of this section shall apply.

Section 23. Chapter 180 of the Town Code, at Subsection 180-6.16.3.E, concerning General Requirements for Outdoor Lighting, is hereby amended to read as follows

E, Emergency exterior exit lighting, as required by ~~the adopted building code Chapter 65, Town of Frisco Building Construction and Housing Standards~~, is exempt from the full cut-off requirement for fixtures installed as lighting to be used only in emergencies.

Section 24. Chapter 180 of the Town Code, at Section 180-6.18, concerning Fences and Walls, is hereby amended to read as follows:

180-6.18 Fences and Walls

A fence, wall, or any similar type of screen or any combination of such items not defined as a structure may be erected on any lot including within a setback, subject to the following conditions and requirements. It is the intent of these conditions and requirements to provide privacy and protection, and screening and accenting of shrubs and landscaping without unduly interfering with the scenic view from neighboring properties or jeopardizing the safety of pedestrians and vehicles.

180-6.18.1 ~~UNIFORM BUILDING CODES~~ APPLICABLE

All fences and walls are subject to the ~~Uniform Building Code~~ requirements of Chapter 65, Town of Frisco Building Construction and Housing Standards.

180-6.18.2 LOCATION OF PROPERTY LINES

It shall be the responsibility of the property owner to locate all property lines.

180-6.18.3 ENCROACHMENT

No fence or wall may extend beyond or across a property line unless in joint agreement with the abutting property owner granting each a cross-easement.

180-6.18.4 OBSTRUCTION OF VISIBILITY

No fence or wall shall be located within 15 feet of any street intersection or be so located as to block, obscure, or minimize visibility at any street intersections.

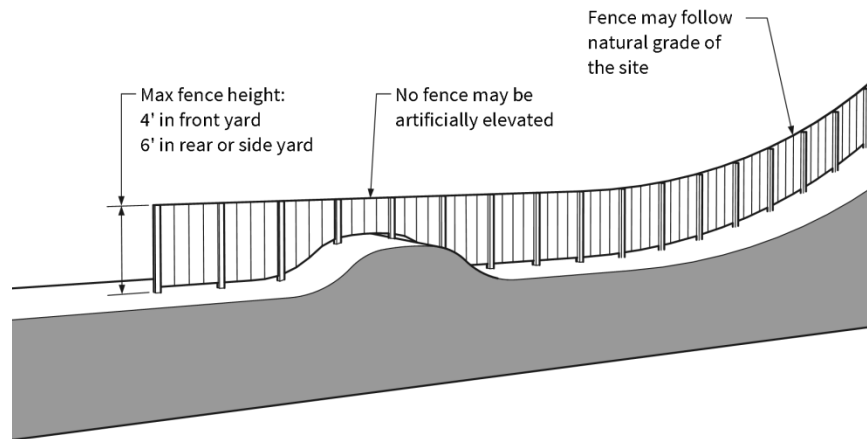
180-6.18.5 MATERIALS

Fences and walls shall be constructed of natural materials such as wood, river rock, or stone whenever practical.

180-6.18.5.1 HEIGHT

- A. Fences and walls shall not exceed four feet in height measured from the existing natural grade at the base to the highest point of the fence or wall within any front ~~or side~~ yard. Fences and walls shall not exceed six feet in height measured from the existing natural grade at the base to the highest point of the fence or wall within any rear or side yard. No fence or wall may be artificially elevated by means of a berm or other method for purposes of height calculation.

Figure 6-O: Measuring Fence Height



- B. Fences and walls exceeding six feet in height but no more than eight feet in height measured from the existing natural grade at the base to the highest point of the fence or wall may be allowed if:
1. They are temporary fences on construction sites erected for protection purposes during the period of construction only; or
 - ~~2. They enclose garbage dumpsters; or~~
 - ~~3.2.~~ They enclose outdoor storage areas in non-residential districts.
- C. Fences and walls exceeding six feet in height, as permitted in Subsection A above, or exceeding eight feet in height as permitted in Subsection 0 above, shall require conditional use approval.

Section 25. Chapter 180 of the Town Code, at Subsection 180-6.19.7.D, concerning Snow and Wind Load standards for signs, is hereby amended to read as follows:

D. Snow and Wind Load

All freestanding signs over ten feet in height or greater than 42 square feet in area shall be designed to withstand minimum wind and snow loads according to the provisions of ~~the most~~

~~currently adopted version of the building code Chapter 65, Town of Frisco Building Construction and Housing Standards.~~ The Building Official may require freestanding signs to be designed by a Colorado licensed engineer with professional stamped plans.

Section 26. Chapter 180 of the Town Code, at Subsection 180-6.19.12.C, concerning Flags, is hereby amended to read as follows:

C. Flags

The flag, pennant or insignia of any nation, organization or nations, state, province, county, town, any religious, civic or fraternal organization, or educational institution; and providing further that such are subject to the following limitations:

1. Flags and pennants shall not exceed the proportions which have been established by presidential declaration: three feet by five feet (3' x 5') when hung from a building, or five feet by seven feet (5' x 7') when hung from a large flagpole. Flags or pennants larger than the specified sizes require a sign permit.

2. Flags shall have a minimum clearance of eight and one half feet when they project over public sidewalks and 15 feet when projecting over streets or roads.

3. Except in residential areas, there shall be a minimum of 20 feet from the top of a flagpole to average grade.

~~3.4.~~ Flags and flagpoles shall not exceed the tallest building height limit of the applicable zoning district.

~~4.5.~~ Flags, pennants, and insignia shall be maintained in a clean and undamaged condition at all times.

~~5.6.~~ The display of national flags, pennants, and insignia shall be governed by the standard rules of international protocol.

Section 27. Chapter 180 of the Town Code, at Subsection 180-6.19.14, concerning Nonconforming Signs, is hereby amended to read as follows:

180-6.19.14. NONCONFORMING SIGNS

Signs legally erected prior to the effective date of the ordinance codified in this section shall be deemed to be legal nonconforming signs and shall be governed by the provisions of Chapter 180, Article ~~18~~, Nonconformities.

Section 28. Chapter 180 of the Town Code, at Subsection 180-6.22.3.F, concerning Residential Development Standards for garages, is hereby amended to read as follows:

F. Garage Standards

1. Intent

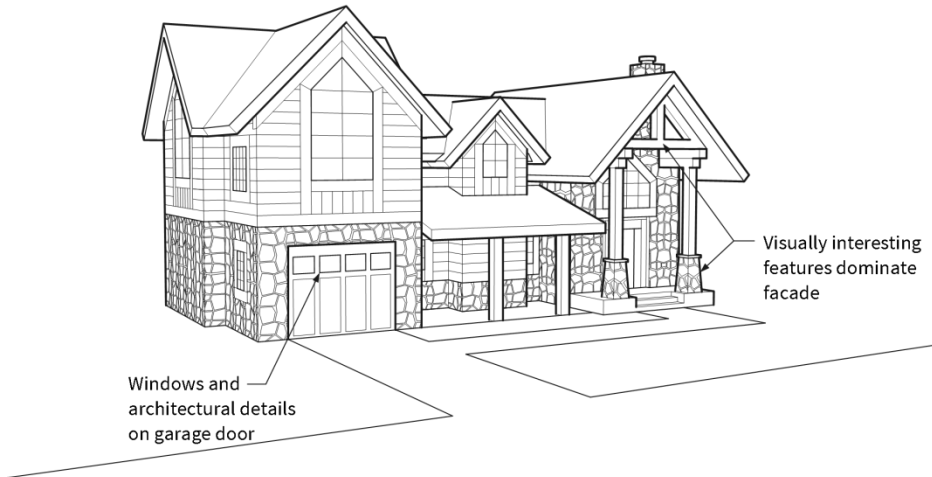
To promote an active and visually interesting streetscape that is not dominated by garage doors.

2. Garage Door Location

Garages are encouraged to be located and oriented away from the street where they will not act as the primary design element of the building. Street-facing garage doors shall be recessed behind the front façade of the dwelling and shall not comprise the majority

of the street-facing building frontage, unless of a custom style broken up with windows or other features.

Figure 6-YY: Residential Visually Interesting Features



~~3. Incentives~~

~~a. Intent~~

~~—To encourage the placement of garages away from the street, where they will not act as the primary design element of the building, and to encourage energy efficiency and “green” buildings.~~

~~b. Front Yard Reduction~~

~~i. The front yard setback may be reduced to 20 feet in the RS, RL, RM, RH and MU Districts if one of the following is met:~~

~~a) Where there are garages, the garage doors do not face the street;~~

~~b) Where garages face the street, the garage doors are located a minimum of 40 feet from the front property line; or~~

~~c) The applicant has received approval for a voluntary energy efficiency related building program, such as the Energy Star energy efficiency program or the green building program as administered by the Building Official.~~

Section 29. Chapter 180 of the Town Code, at Subsection 180-7.6.3, concerning Subdivision of Lots, is hereby amended to read as follows:

180-7.6.3. LOTS

A. Lot size, width, depth, shape, orientation and minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development and use contemplated and shall facilitate the placement of buildings with sufficient access, outdoor space, privacy and view consistent with the development standards as set forth in the Frisco Town Code.

B. No single lot shall be divided by a district (i.e., zoning, sanitation, fire, etc.), municipal or county boundary line.

C. Side lot lines shall be substantially at right angles or radial to street lines.

- D. Lots with double frontage shall be avoided, except where essential to provide separation from major arterials or from incompatible land uses.
- E. In the case of wedge-shaped lots, no lot shall be less than 30 feet in width at the front property lines.
- F. Each lot shall be provided with satisfactory access to an existing public street, except as where provided in Section 108-2.5.4.
- F.G. Except in the case of a condominium building or a property line between duplex or townhouse units, no subdivision shall be approved that creates a property line that runs through a building.

Section 30. Chapter 180 of the Town Code, at Subsection 180-7.6.9, concerning Sanitary Sewers, is hereby amended to read as follows:

180-7.6.9.1 SANITARY SEWERS

All residential, commercial, and industrial uses which have human occupancy shall have sanitary sewers. The design and installation of all sewer mains, laterals, and house connections must be in conformance with ~~the International Building Code as adopted by the Town~~ Chapter 65, Town of Frisco Building Construction and Housing Standards, and the rules and regulations of the Frisco Sanitation District and the Frisco Public Works Department. All sewer mains and laterals shall be installed in easements and/or dedicated rights-of-way.

Section 31. Chapter 180 of the Town Code, at Subsection 180-8.5.1, concerning Change, Extension or Alteration of Nonconforming Buildings and Structures, is hereby amended to read as follows:

180-8.5.1 CHANGE, EXTENSION OR ALTERATION

- A. ~~Applications for tenant finishes, exterior finishes, and small project in residential and commercial nonconforming structures, and applications for additions to single household and duplex nonconforming structures, Administrative Site Plan Review and Minor Site Plan Review~~ may be approved by the Community Development Department staff if the criteria below are met.
- B. All other applications for changes, extensions, and alterations to nonconforming structures may be approved by the Planning Commission if the criteria below are met.

Section 32. Chapter 180 of the Town Code, at Subsection 180-9.2.3, concerning Definitions of General Use Categories for Personal Services, is hereby amended to read as follows:

D. Personal Services

Establishments that provide individual services related to personal needs directly to customers at the site of the business, or that receive goods from or return goods to the customer, which have been treated or processed at that location or another location. ~~Examples include but are not limited to beauty and barbershops, laundromats, shoe repair shops, and tailor shops.~~

Section 33. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Affordable Housing, is hereby amended to read as follows:

Affordable Housing

A dwelling unit that is restricted in perpetuity to occupancy by individuals meeting the income limitations and occupancy standards as established from time to time by the Town or the Summit Combined Housing Authority. Occupancy standards include requirements for primary residency and local employment.

Section 34. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Bedroom, is hereby amended to read as follows:

Bedroom

A habitable space or room in a dwelling unit designed for or with potential for use as a sleeping room. Factors determining this use, in addition to ~~the adopted building code Chapter 65, Town of Frisco Building Construction and Housing Standards~~, shall include a space or room with any of the following factors:

- A. Having walls and doors to separate it from other habitable spaces or rooms, or
- B. Having a closet or similar provision for clothes storage, or
- C. Having a full or partial bathroom directly connected or in close proximity to the space or room.

Rooms or floor areas in dwelling units determined by these criteria to be bedrooms, regardless of any names, labels, or intended uses proposed by the applicant, shall be used to designate the total number of bedrooms for purposes of determining required parking spaces and other regulations.

Section 35. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Certificate of Occupancy, is hereby amended to read as follows:

Certificate of Occupancy (CO)

A certificate issued by the Town of Frisco after completion, inspection, and approval of a new structure or change in use of an existing structure. The certificate states the described building has been inspected for compliance with the requirements of ~~the building code Chapter 65, Town of Frisco Building Construction and Housing Standards~~ for the described group and division of occupancy and the use for which the proposed occupancy is classified. Certificates presuming to give authority to violate or cancel the provisions of ~~the building code Chapter 65, Town of Frisco Building Construction and Housing Standards~~ or other ordinances of the Town of Frisco shall not be valid.

Section 36. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Condominium Hotel, is hereby amended to read as follows:

Condominium Hotel

A multi-unit structure, consisting of dwelling units, hotel or motel units, or some combination thereof, in which units may be individually owned and which provides a centralized management structure ~~incorporating a 24-hour front desk check-in operation, a central phone system to individual rental units, meeting rooms, food services, and recreational or leisure amenities.~~

Section 37. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Electric Vehicle Charging Station, is hereby amended to read as follows:

Electric Vehicle Charging Station

A public or private parking space served by electric vehicle supply equipment in which a vehicle is recharged.

Section 38. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Structure Height, is hereby amended to read as follows:

Height, Structure

The height of any structure measured in the same manner as building height. See Building Height.

Section 39. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Kennel, is hereby amended to read as follows:

Kennel

Any establishment where dogs and/or cats are bred or raised for sale, or boarded, trained, cared for and/or groomed commercially, ~~exclusive of veterinary care.~~

Section 40. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Commercial/Industrial Laundromat, is hereby amended to read as follows:

Laundromat, Commercial/Industrial

An establishment that cleans fabrics and textiles (apparel, uniforms, towels, bedding, table linens, draperies, rugs, upholstery, etc.) for other businesses, with no more than 30% of the gross floor area occupied by an accessory self-service laundromat use. The establishment may include drop-off facilities and collection/delivery services.

Section 41. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Self-service Laundromat, is hereby amended to read as follows:

Laundromat, Self-Service

An establishment providing washing and drying machines on the premises for rental use to the general public. This definition includes vended laundromats, also referred to as coin-operated laundromats. This definition does not include multi-housing laundries or on-premise laundries.

Section 42. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Multi-housing Laundry, is hereby amended to read as follows:

Laundry, Multi-Housing

On-site laundry facilities that are an accessory use to a principal multi-family residential use, such as a common laundry room utilized by the residents of an apartment complex.

Section 43. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for On-Premise Laundry, is hereby amended to read as follows:

Laundry, On-Premise

On-site laundry facilities that are an accessory use to a principal commercial, industrial, or institutional use, and are a part of normal business operations in industries such as healthcare, veterinary services, emergency services, sports and athletics, hospitality, spas and salons, farming and agriculture, manufacturing, etc.

Section 44. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Public or Private Park, is hereby amended to read as follows:

Park, ~~Public or Private~~

An area or facility to be used for recreation, exercise, sports, education, rehabilitation, or similar activities, or an area intended to enhance the enjoyment of natural features or natural beauty.

Section 45. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Personal Services, is hereby amended to read as follows:

Personal Services, General

Establishments primarily engaged in providing services involving the care of a person or his/her personal goods, including but not limited to, dry cleaning, pickup, cosmetics, beauty and barbershops, spas, nail salons, shoe repair shops, tailor shops, funeral services, and domestic services.

Section 46. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Substantial Destruction, is hereby amended to read as follows:

Substantial Destruction

A building or structure has suffered substantial destruction if the cost of repair of the building or structure exceeds 75 percent of the replacement cost of the entire building, excluding the foundations. The replacement cost shall be derived from the fair market value of the building or structure, or the value as defined by ~~the Town's building code~~ Chapter 65, Town of Frisco Building Construction and Housing Standards, whichever is greater.

Section 47. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Conditional Use, is hereby amended to read as follows:

Use, Conditional

A use which, because of its character, size and potential impacts, may or may not be appropriate in a particular zoning district and which may be undertaken, if at all, only in accordance with the provisions of Section 180-~~302.5~~ 5 of this Chapter.

Section 48. Chapter 180 of the Town Code, at Section 180-9.3, concerning General Definitions for Veterinary Clinic, is hereby amended to read as follows:

Veterinary Clinic

An establishment that provides medical treatment and care to animals, and which may include temporary or overnight boarding of animals that are recuperating from treatment. A veterinarian clinic or office ~~shall not~~ may include a kennel.

Section 49. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 26TH DAY OF MARCH 2019.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmut, CMC,
Town Clerk