

***THE JUNE 25, 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
JUNE 25, 2019
4:00PM**

Agenda Item #1: Nicotine Tax and Policy Committee Update 4:00pm

Agenda Item #2: GAP Project Median Design Concepts Discussion 4:15pm

Agenda Item #3: Parks Master Plan Update 4:30pm

Agenda Item #4: Auditors Report 5:30pm

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
JUNE 25, 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:

Bike to Work Day

Consent Agenda:

- Minutes June 11, 2019 Meeting
- Warrant List
- Purchasing Cards
- Resolution 19-24, a Resolution of the Town of Frisco, Colorado Approving Intergovernmental Agreement (IGA) Between Summit County and Town of Frisco Regarding the Implementation of Fire Restrictions throughout Summit County, Colorado
- Resolution 19-25, a Resolution for the Award of Contract with Power Source Services for the Fabrication and Install of New Surface Lift Decking at the Peninsula Recreation Area Tubing Hill, Dated June 25, 2019

New Business:

Agenda Item #1: Council Direction Re Army Corp /Conservation Easement/ Wetlands Mitigation STAFF: DIANE MCBRIDE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #2: Emergency Ordinance 19-10, an Emergency Ordinance Amending Chapter 127 of the Code of Ordinances of the Town of Frisco, Concerning Offenses, by Amending Section 127-11, Concerning Open Fires and Fireworks, to Align with the Provisions of the Town's Staged Open Fire and Fireworks Bans, with the Provisions of the Staged Open Fire and Fireworks Bans that may be Established with Summit County from Time to Time; Declaring an Emergency; and Providing for the Immediate Effective Date of this Ordinance STAFF: THAD RENAUD 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 19-11, an Ordinance Amending Chapter 9 of the Code of Ordinances of the Town of Frisco, Concerning Bidding Procedure and Contract Formation, by Amending Section 9-1, Concerning Requirements and Exceptions for Bidding, and 9-3, Concerning Bid specifications, to Provide for the Approval of Certain Types of Agreements for Services without a Bidding Process STAFF: THAD RENAUD 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #4: First Reading Ordinance 19-12, an Ordinance Amending Ordinance 18-06, an Ordinance Vacating a Portion of Public Right-Of-Way Consisting of a 4,131 Sq. Ft. (0.095 Acres) Tract of the South First Avenue Right-Of-Way Within Block 38, Frisco Townsite 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

Old Business:

Agenda Item #5: Second Reading Ordinance 19-08, an Ordinance Authorizing a Second Amendment to the Agreement Concerning the Sale of Certain Real Property Owned by the Town and Legally Described as Lots 3 and 4, Block 11, Frisco Townsite, also Known as 518 Main Street and as the "Staley House" Property STAFF: THAD RENAUD 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #6: Second Reading Ordinance 19-09, an Ordinance Amending Chapter 110 of the Code of Ordinances of the Town of Frisco, Concerning the Licensing of Businesses, to Adopt a New Article IV Concerning the Licensing and Regulation of Businesses that Provide Dockless Shared Mobility Devices STAFF: THAD RENAUD 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Adjourn:



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER
RE: NICOTINE TAX AND POLICY COMMITTEE UPDATE
DATE: JUNE 25, 2019

Summary and Background: State Legislature passed HB19-1033 which allows counties and municipalities in Colorado to implement licensing and taxes on nicotine products. The bill also authorizes counties and municipalities to enact a resolution or ordinance that prohibits a minor from possessing or purchasing nicotine products, and also allows counties and municipalities to impose regulations on nicotine products that are more stringent than state regulations. There are three initiatives for review:

- 1) Age of Sale: Increasing the minimum purchase age from 18 to 21. This requires two readings of an ordinance and can be one ordinance combined with licensing.
- 2) Licensure: Requiring sellers to have a license. This requires two readings of an ordinance and can be one ordinance combined with the age of sale.
- 3) Tax: Tax increase on nicotine products. This requires a vote of the citizens.

Staff is seeking direction from Council on these questions:

- 1) Age of sale. Does Council support raising the minimum purchase age of nicotine products from age 18 to 21?
- 2) Licensure. Does Council support licensing requirements for nicotine products?
- 3) Tax. Is Council supportive of a nicotine tax? If so, is Council supportive of a county-wide tax on nicotine products or a Frisco-specific tax on nicotine products?

Analysis: At the April 4, 2019, Mayors/Managers/Commissioners meeting, the group discussed the public health concerns related to tobacco use. Representatives from the Town of Avon discussed their experiences with the group, including the concerns related to youth tobacco use. Shortly thereafter, a countywide nicotine tax and policy workgroup was formed with the purpose *"to develop proposed policy language and enforcement plans, identify uses for funding and develop estimates for funding generated by different levels of per cigarette/per pack and percent taxes on other nicotine products."* This workgroup has met three times and is now seeking feedback from each of the municipalities. A coordinated countywide effort on nicotine enforcement, age, and tax is recommended for consistency purposes throughout the county.

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

Meeting minutes from the workgroup include the following:

Age of Sale and Licensure

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

Tax Increase

- Summit County has approximately 63 retailers selling nicotine products, with approximately 14 of those being in Frisco. There is currently no tax on vaping products because they weren't included in the definition of Amendment 35 which was the last tax increase in 2004.
- Taxing nicotine products has been proven to deter usage especially of younger, school-aged, consumers.
- With the passing of HB19-1033, cities and counties that successfully pass a tax lose the share back tax from the state. The 2017 cigarette rebate to Frisco was \$21,365. This current rebate goes directly into Frisco's general fund. Cities and municipalities that have passed a tax have gained more than they ever received from the share back program. For example, Aspen forfeited \$70,000 from the share back program but gained \$450,000 from taxation of \$3/pack of cigarettes with a \$.10 increase yearly and a 40% tax of all other nicotine/tobacco products.
- The County is recommending a countywide tax of \$4/pack and 40% on other nicotine products. Estimated tax revenue countywide would be ~\$3.8 million annually.

Colorado Revised Statutes Title 39 Taxation § 39-28-112. Taxation of cigarettes, tobacco products, or nicotine products by municipalities, counties, and city and counties.

This is a new Act concerning the taxation of nicotine products by counties and municipalities that went into effect a few weeks ago. It is unlike other sales tax provisions. The pertinent language is in Section 6 of the Act, as it amends section 39-28-112. Note in particular the provisions of Subsections 39-28-112(2)(a)(I), (II) and (III). This Act is attached for reference.

- Under this new law, the County's ability to collect this special tax is limited to their ability to levy and collect ***IF*** the local jurisdictions do not have a tax. If any local municipality enacts their own tax, then the County's special tax is terminated in that jurisdiction. It's an either-or scenario – either the County or the local municipality.
- The only way the County could continue to levy and collect within the Town's jurisdictions is to enter into an IGA, which then prohibits the Town from doing the same. If there is no IGA, local jurisdictions may collect their own tax, which prohibits the county from doing so – at any time.
- If the County starts a collection and at some later time the municipality goes to the voters, the County's collection is terminated upon passage of a local tax.
- The County does not have a mechanism in place to take on the tax administration and disbursement function. They would be relying on one of the jurisdictions or a third party to administer.

Summit County recently polled the community regarding the addition of taxes (\$3-\$4/pack of cigarettes and 40% on other products such as chewing tobacco, vaping cartridges, etc.), licensing, and increasing the minimum age requirement to 21, and it polled well across Summit County with ~60% support. Estimated tax revenue on \$4/pack and 40% on other nicotine products is ~\$3.8 million annually. How this money would get allocated has not been finalized at this time however, the initial concept is to provide communitywide funding for programs for prevention, education, cessation, enforcement, administration for tax collection and remittance, and public healthcare access by the Care Clinic. The initial recommendation was a 50/25/25 percent split – 50% to the Care Clinic, 25% for programs, 25% back to the municipalities.

Financial Impact: The overall goal of the proposed changes is to reduce nicotine usage in youth and adults, which if successful, would reduce any potential revenue from the fees and taxes. The financial impacts of both a licensing program and nicotine tax have not been fully vetted at this time, however, the following estimates reflect the potential financial impact to the Town.

License Fee: A proposed license would be required with an appropriate fee for each license issued to cover the cost of administering and enforcing the licensing program. This fee has yet to be determined, but is currently estimated at \$500 per license. With approximately 14 retailers in Frisco, this would translate into \$7,000 annually to cover the cost processing the licenses, and inspection. Enforcement costs could exceed this fee.

Potential Tax Revenue: The estimated countywide tax collections at \$4/ pack and 40% on all nicotine products are estimated to be ~\$3.8M annually. With approximately 14 of the 63 nicotine retailers in Frisco, this could potentially translate into an annual revenue collection of \$844,444 for Frisco alone.

There is also a cost associated with a special election estimated to be approximately \$10,000.

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

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

All of these efforts of raising the minimum age, licensing retailers, and collecting taxes align with the Town Council's 2019-2020 Inclusive Community and Sustainable Environment Strategic Priorities.

Staff Recommendation: Staff is seeking direction from Council on these questions:

- 1) Age of sale. Does Council support raising the minimum purchase age of nicotine products from 18 to 21?
- 2) Licensure. Does Council support licensing requirements for nicotine products?

If yes, an ordinance could be available for Council review pending other timelines. Passing this ordinance will allow time to provide education on initiatives to retailers. The licensing fee to cover the cost of administration, education, enforcement, etc., would need to be reviewed and determined.

- 3) Tax. Is Council supportive of a nicotine tax? If so, there are two options to pursue:

Option A: Participate in a countywide tax on nicotine products. The County is seeking a ballot question at the November 2019 general election, with a tax that would go into effect January 1, 2020.

The County has the authority to collect this special tax in the local jurisdictions if the local jurisdictions do not have their own tax in place. Frisco currently does not have a nicotine tax in place. All money collected from this tax would go to the County. The County does not have a mechanism in place to take on the tax administration and disbursement function. They would be relying on one of the jurisdictions or a third party to administer.

The Town could enter into an IGA with the County and other municipalities outlining how tax revenue could be spent, how much would remain with each jurisdiction and who would administer the countywide program. Staff would seek Council input on the distribution of such funds at the County level and by the municipal jurisdictions. This IGA would be in front of Town Council on July 23rd for review with a resolution on August 13th in preparation for the November election. The deadline for the County to have the IGA in effect for the November election is September 6th.

The Town could also choose not to enter into an IGA. Even without an IGA, the County could still pursue the countywide tax question in November. If there is no IGA, Frisco could go to the voters at a special election and ask to collect our own nicotine tax. If the voters approve the tax, the County would then be prohibited from collecting nicotine taxes in Frisco at any time. This would roll into Option B.

Option B: Participate in a Frisco-specific tax on nicotine products.

If any local municipality enacts their own tax, then the County's special tax is terminated. If Council supports a Frisco-specific tax on nicotine products, the following questions will need to be addressed:

- When is it most appropriate to take such a question to the voters? November 2019 or April 2020? If November 2019, the first reading of an ordinance setting the ballot content and the election IGA would need to be on the July 23rd Council agenda.
- Tax amount. The current tax proposal from the County is \$4/pack and 40% on other nicotine products.
- Spending. Council could spend the revenues collected through the tax on measures, programs, resources, etc., that they deem most appropriate to Frisco.

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

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

Attachments: An Act – House Bill 19-1033

An Act

HOUSE BILL 19-1033

BY REPRESENTATIVE(S) Tipper and Kennedy, Arndt, Bird, Caraveo, Duran, Galindo, Gonzales-Gutierrez, Jaquez Lewis, Kipp, Lontine, McCluskie, Mullica, Roberts, Becker, Froelich, Snyder; also SENATOR(S) Fields and Priola, Court, Gonzales.

CONCERNING A LOCAL GOVERNMENT'S AUTHORITY TO REGULATE PRODUCTS CONTAINING NICOTINE.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, 18-13-121, amend (3) as follows:

18-13-121. Furnishing cigarettes, tobacco products, or nicotine products to minors. (3) Nothing in this section prohibits a statutory or home rule municipality, COUNTY, OR CITY AND COUNTY from enacting an ordinance OR RESOLUTION that prohibits a ~~person under eighteen years of age~~ MINOR from purchasing any cigarettes, tobacco products, or nicotine products or imposes requirements more stringent than provided in this section.

SECTION 2. In Colorado Revised Statutes, 25-14-301, amend

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

(3)(c) and (4) as follows:

25-14-301. Possession of cigarettes, tobacco products, or nicotine products by a minor prohibited - definitions. (3) As used in this section, unless the context otherwise requires:

(c) "Tobacco product" ~~shall have~~ HAS the same meaning as set forth in "CIGARETTE, TOBACCO PRODUCT, OR NICOTINE PRODUCT", AS DEFINED IN section 18-13-121 (5). ~~C.R.S.~~

(4) Nothing in this section ~~shall be construed to prohibit any~~ PROHIBITS A statutory or home rule municipality, COUNTY, OR CITY AND COUNTY from enacting an ordinance OR RESOLUTION that prohibits the possession of cigarettes, or tobacco products, OR NICOTINE PRODUCTS by a person ~~who is under eighteen years of age~~ MINOR or imposes requirements more stringent than provided in this section.

SECTION 3. In Colorado Revised Statutes, add article 30 to title 29 as follows:

ARTICLE 30
Regulation of Cigarettes, Tobacco Products, and
Nicotine Products

29-30-101. Regulation of cigarettes, tobacco products, and nicotine products. THE CITY COUNCIL OF A STATUTORY OR HOMERULE CITY OR THE TOWN COUNCIL OF A STATUTORY TOWN MAY ADOPT AN ORDINANCE TO REGULATE THE POSSESSION OR PURCHASING OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, AS DEFINED IN SECTION 18-13-121 (5), BY A MINOR OR TO REGULATE THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS TO MINORS.

SECTION 4. In Colorado Revised Statutes, 30-15-401, amend (1.5) as follows:

30-15-401. General regulations - definitions. (1.5) In addition to any other powers, the board of county commissioners has the power to adopt a resolution or an ordinance ~~prohibiting minors from possessing~~ TO REGULATE THE POSSESSION OR PURCHASING OF cigarettes, or tobacco products, OR NICOTINE PRODUCTS, as defined by section ~~39-28.5-101(5)~~;

~~C.R.S.~~ 18-13-121 (5), BY A MINOR OR TO REGULATE THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS TO MINORS.

SECTION 5. In Colorado Revised Statutes, 39-22-623, amend (1) introductory portion and (1)(a)(II)(A) as follows:

39-22-623. Disposition of collections - definition. (1) The proceeds of all moneys MONEY collected under this article ARTICLE 22, less the reserve retained for refunds, shall be credited as follows:

(a) (II) (A) Effective July 1, 1987, an amount equal to twenty-seven percent of the gross state cigarette tax shall be apportioned to incorporated cities and incorporated towns ~~which~~ THAT levy taxes and adopt formal budgets and to counties. For the purposes of this section, a city and county ~~shall be~~ IS considered as a city. The city or town share shall be apportioned according to the percentage of state sales tax revenues collected by the department of revenue in an incorporated city or town as compared to the total state sales tax collections that may be allocated to all political subdivisions in the state; the county share shall be the same as that which the percentage of state sales tax revenues collected in the unincorporated area of the county bears to total state sales tax revenues ~~which~~ THAT may be allocated to all political subdivisions in the state. The department of revenue shall certify to the state treasurer, at least annually, the percentage for allocation to each city, town, and county, and ~~such~~ THE DEPARTMENT SHALL APPLY THE percentage for allocation so certified ~~shall be applied by said department~~ in all distributions to cities, towns, and counties until changed by certification to the state treasurer. In order to qualify for distributions of state income tax moneys MONEY, units of local government are prohibited from imposing fees, licenses, or taxes on any person as a condition for engaging in the business of selling cigarettes. ~~or from attempting in any manner to impose a tax on cigarettes.~~ For purposes of this paragraph (a) SUBSECTION (1)(a)(II), the "gross state cigarette tax" means the total tax before the discount provided for in section 39-28-104 (1) FOR ANY CITY, TOWN, OR COUNTY THAT WAS PREVIOUSLY DISQUALIFIED FROM THE APPORTIONMENT SET FORTH IN THIS SUBSECTION (1)(a)(II)(A) BY REASON OF IMPOSING A FEE OR LICENSE RELATED TO THE SALE OF CIGARETTES, THE CITY, TOWN, OR COUNTY IS ELIGIBLE FOR ANY ALLOCATION OF MONEY THAT IS BASED ON AN APPORTIONMENT MADE ON OR AFTER THE EFFECTIVE DATE OF THIS SUBSECTION (1)(a)(II)(A), AS AMENDED, BUT NOT FOR AN ALLOCATION OF MONEY THAT IS BASED ON AN APPORTIONMENT MADE

BEFORE THE EFFECTIVE DATE OF THIS SUBSECTION (1)(a)(II)(A), AS AMENDED.

SECTION 6. In Colorado Revised Statutes, amend 39-28-112 as follows:

39-28-112. Taxation of cigarettes, tobacco products, or nicotine products by municipalities, counties, and city and counties - definitions.
(1) ~~No provision of This article shall be construed to~~ ARTICLE 28 DOES NOT prevent the A STATUTORY OR HOME RULE MUNICIPALITY, COUNTY, OR CITY AND COUNTY IN THIS STATE FROM imposing, levying, and collecting of any SPECIAL SALES tax upon sales of cigarettes, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, or upon the occupation or privilege of selling cigarettes, ~~by any city or town in this state~~ TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, nor ~~shall the provisions of~~ DOES this article be interpreted to ARTICLE 28 affect any existing authority of local municipalities GOVERNMENTS to impose a SPECIAL SALES tax on cigarettes, TOBACCO PRODUCTS, AND NICOTINE PRODUCTS to be used for local and municipal GOVERNMENTAL purposes.

(2) (a) EACH COUNTY IN THE STATE IS AUTHORIZED TO LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS UNDER THE FOLLOWING CIRCUMSTANCES:

(I) A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS PURSUANT TO THIS SUBSECTION (2) IN THE UNINCORPORATED AREAS OF THE COUNTY;

(II) A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS PURSUANT TO THIS SUBSECTION (2) IN THE MUNICIPALITIES WITHIN THE BOUNDARIES OF THE COUNTY, IN WHOLE OR IN PART, THAT DO NOT LEVY A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS. THE COUNTY MAY LEVY A SPECIAL SALES TAX IN A MUNICIPALITY PURSUANT TO THIS SUBSECTION (2)(a)(II) ONLY UNTIL THE MUNICIPALITY OBTAINS VOTER APPROVAL TO LEVY A MUNICIPAL SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS. IF THE MUNICIPALITY OBTAINS

SUCH VOTER APPROVAL, THE COUNTY SPECIAL SALES TAX AUTHORIZED BY THIS SUBSECTION (2)(a)(II) IS INVALID WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY UNLESS THE COUNTY ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MUNICIPALITY PURSUANT TO SUBSECTION (2)(a)(III) OF THIS SECTION THAT AUTHORIZES THE COUNTY TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY.

(III) A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A COUNTY SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS PURSUANT TO THIS SUBSECTION (2) IN EACH MUNICIPALITY WITHIN THE BOUNDARIES OF THE COUNTY, IN WHOLE OR IN PART, THAT LEVIES A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, IF THE GOVERNING BODY OF THE COUNTY AND THE GOVERNING BODY OF THE MUNICIPALITY ENTER INTO AN INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE COUNTY'S LEVY, COLLECTION, ENFORCEMENT, AND ADMINISTRATION OF A COUNTY SPECIAL SALES TAX UPON ALL SALES OF ALL CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY. AN INTERGOVERNMENTAL AGREEMENT PURSUANT TO THIS SUBSECTION (2)(a)(III) MAY INCLUDE A PROVISION FOR THE APPORTIONMENT OF A SPECIFIED PERCENTAGE OF THE GROSS COUNTY CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS SPECIAL SALES TAX REVENUE COLLECTED BY THE COUNTY TO THE MUNICIPALITY.

(b) NOTWITHSTANDING SECTION 29-2-103 (2), A COUNTY MAY LEVY, COLLECT, ENFORCE, AND ADMINISTER A SPECIAL SALES TAX PURSUANT TO THIS SUBSECTION (2) IN LESS THAN THE ENTIRE COUNTY WHEN THE COUNTY SATISFIES ONE OR MORE OF THE CONDITIONS OF THIS SUBSECTION (2).

(c) NO SPECIAL SALES TAX SHALL BE LEVIED PURSUANT TO THIS SUBSECTION (2) UNTIL THE PROPOSAL HAS BEEN REFERRED TO AND APPROVED BY THE ELIGIBLE ELECTORS OF THE COUNTY IN ACCORDANCE WITH ARTICLE 2 OF TITLE 29. ANY PROPOSAL FOR THE LEVY OF A SPECIAL SALES TAX IN ACCORDANCE WITH THIS SUBSECTION (2) SHALL BE SUBMITTED TO THE ELIGIBLE ELECTORS OF THE COUNTY ONLY ON THE DATE OF THE STATE GENERAL ELECTION OR ON THE FIRST TUESDAY IN NOVEMBER OF AN ODD-NUMBERED YEAR. ANY ELECTION ON THE PROPOSAL MUST BE

CONDUCTED BY THE COUNTY CLERK AND RECORDER IN ACCORDANCE WITH THE "UNIFORM ELECTION CODE OF 1992", ARTICLES 1 TO 13 OF TITLE 1.

(3) IF A COUNTY LEVIES, COLLECTS, ENFORCES, AND ADMINISTERS A SPECIAL SALES TAX IN A MUNICIPALITY THAT HAS ALREADY OBTAINED VOTER APPROVAL TO LEVY A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, THE COUNTY SPECIAL SALES TAX IS INVALID WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY UNLESS THE COUNTY ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MUNICIPALITY PURSUANT TO SUBSECTION (2)(a)(III) OF THIS SECTION THAT AUTHORIZES THE COUNTY TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY.

(4) (a) EACH MUNICIPALITY IN THE STATE IS AUTHORIZED TO LEVY, COLLECT, ENFORCE, AND ADMINISTER A MUNICIPAL SPECIAL SALES TAX UPON ALL SALES OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS.

(b) A SPECIAL SALES TAX SHALL NOT BE LEVIED PURSUANT TO SUBSECTION (4)(a) OF THIS SECTION UNTIL THE PROPOSAL HAS BEEN REFERRED TO AND APPROVED BY THE ELIGIBLE ELECTORS OF THE MUNICIPALITY IN ACCORDANCE WITH ARTICLE 10 OF TITLE 31. ANY PROPOSAL FOR THE LEVY OF A SPECIAL SALES TAX IN ACCORDANCE WITH SUBSECTION (4)(a) OF THIS SECTION MUST BE SUBMITTED TO THE ELIGIBLE ELECTORS OF THE MUNICIPALITY ON THE DATE OF THE STATE GENERAL ELECTION, ON THE FIRST TUESDAY IN NOVEMBER OF AN ODD-NUMBERED YEAR, OR ON THE DATE OF A MUNICIPAL BIENNIAL ELECTION. ANY ELECTION ON THE PROPOSAL MUST BE CONDUCTED BY THE CLERK OF THE MUNICIPALITY IN ACCORDANCE WITH THE "COLORADO MUNICIPAL ELECTION CODE OF 1965", ARTICLE 10 OF TITLE 31.

(5) IF A COUNTY OR MUNICIPALITY OBTAINED APPROVAL FROM THE ELIGIBLE ELECTORS OF THE COUNTY OR MUNICIPALITY PRIOR TO THE EFFECTIVE DATE OF THIS SUBSECTION (5), TO LEVY, COLLECT, ENFORCE, AND ADMINISTER A SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, THE SPECIAL SALES TAX IS VALID AND THE COUNTY OR MUNICIPALITY IS AUTHORIZED TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX; EXCEPT THAT, IN THE CASE OF A COUNTY, THE COUNTY IS AUTHORIZED TO CONTINUE

TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX SO LONG AS THE COUNTY COMPLIES WITH SUBSECTION (2) OF THIS SECTION. IF A COUNTY LEVIES, COLLECTS, ENFORCES, AND ADMINISTERS A SPECIAL SALES TAX IN A MUNICIPALITY THAT HAS ALREADY OBTAINED VOTER APPROVAL TO LEVY A MUNICIPAL SPECIAL SALES TAX ON THE SALE OF CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS, THE COUNTY SPECIAL SALES TAX IS INVALID WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY UNLESS THE COUNTY ENTERS INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MUNICIPALITY PURSUANT TO SUBSECTION (3) OF THIS SECTION THAT AUTHORIZES THE COUNTY TO CONTINUE TO LEVY, COLLECT, ENFORCE, AND ADMINISTER THE SPECIAL SALES TAX ON CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS WITHIN THE CORPORATE LIMITS OF THE MUNICIPALITY.

(6) (a) NOTWITHSTANDING ARTICLE 2 OF TITLE 29, A SPECIAL SALES TAX IMPOSED BY A COUNTY OR MUNICIPALITY PURSUANT TO THIS SECTION SHALL NOT BE COLLECTED, ADMINISTERED, OR ENFORCED BY THE DEPARTMENT OF REVENUE, BUT SHALL INSTEAD BE COLLECTED, ADMINISTERED, AND ENFORCED BY THE COUNTY OR MUNICIPALITY IMPOSING THE SPECIAL SALES TAX.

(b) A COUNTY OR MUNICIPALITY IN WHICH A SPECIAL SALES TAX IS IMPOSED PURSUANT TO THIS SECTION MAY AUTHORIZE A RETAILER SELLING CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS TO RETAIN A PERCENTAGE OF THE SPECIAL SALES TAX COLLECTED PURSUANT TO THIS SECTION TO COVER THE EXPENSES OF COLLECTING AND REMITTING THE SPECIAL SALES TAX TO THE COUNTY OR MUNICIPALITY. THE COUNTY OR MUNICIPALITY SHALL DETERMINE THE PERCENTAGE THAT A RETAILER MAY RETAIN PURSUANT TO THIS SUBSECTION (6)(b).

(7) A COUNTY OR MUNICIPALITY IN WHICH THE ELIGIBLE ELECTORS HAVE APPROVED A SPECIAL SALES TAX PURSUANT TO THIS SECTION MAY CREDIT THE REVENUES COLLECTED FROM THE SPECIAL SALES TAX TO THE GENERAL FUND OF THE COUNTY OR MUNICIPALITY OR TO ANY SPECIAL FUND CREATED IN THE COUNTY'S OR MUNICIPALITY'S TREASURY. THE GOVERNING BODY OF A COUNTY OR MUNICIPALITY MAY USE REVENUES COLLECTED FROM THE SPECIAL SALES TAX IMPOSED PURSUANT TO THIS SECTION FOR ANY PURPOSE AS DETERMINED BY THE GOVERNING BODY.

(8) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE

REQUIRES:

(a) "CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE PRODUCTS" HAS THE SAME MEANING AS SET FORTH IN SECTION 18-13-121 (5).

(b) "SPECIAL SALES TAX" MEANS A SALES TAX IMPOSED BY A LOCAL GOVERNMENT THAT IS SEPARATE FROM A GENERAL SALES TAX IMPOSED PURSUANT TO SECTION 29-2-102 OR 29-2-103, AS APPLICABLE, AND MAY BE IMPOSED IN ADDITION TO THE TAXES IMPOSED PURSUANT TO THIS PART 1.

SECTION 7. In Colorado Revised Statutes, amend 39-28.5-109 as follows:

39-28.5-109. Taxation by cities and towns. ~~No provision of This article shall be construed to~~ ARTICLE 28.5 DOES NOT prevent the A STATUTORY OR HOME RULE MUNICIPALITY, COUNTY, OR CITY AND COUNTY FROM imposing, levying, and collecting of any SPECIAL SALES tax upon sales of CIGARETTES, tobacco products, OR NICOTINE PRODUCTS, AS THAT TERM IS DEFINED IN SECTION 18-13-121 (5), or upon the occupation or privilege of selling such CIGARETTES, TOBACCO PRODUCTS, OR NICOTINE products. by any city or town in this state, nor shall the provisions of This article be interpreted to ARTICLE 28.5 DOES NOT affect any existing authority of local municipalities GOVERNMENTS to impose a SPECIAL SALES tax on CIGARETTES, tobacco products, OR NICOTINE PRODUCTS, IN ACCORDANCE WITH SECTION 39-28-112, to be used for local and municipal GOVERNMENTAL purposes.

SECTION 8. Effective date. This act takes effect July 1, 2019.

SECTION 9. Safety clause. The general assembly hereby finds,

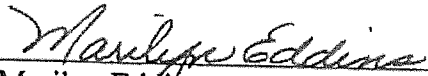
determines, and declares that this act is necessary for the immediate preservation of the public peace, health, and safety.



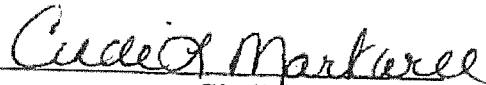
KC Becker
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Leroy M. Garcia
PRESIDENT OF
THE SENATE

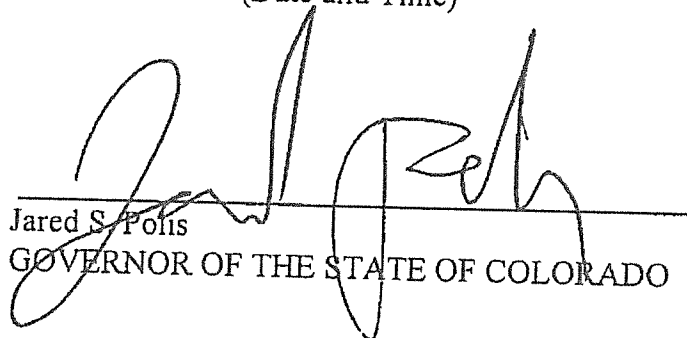


Marilyn Edgins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED March 28, 2019 at 2:35 p.m.
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: GAP PROJECT MEDIAN DESIGN CONCEPTS DISCUSSION
DATE: JUNE 25, 2019

Summary and Background: Early in 2019, Public Works was directed to begin planning what work will be done to beautify the new medians and roundabouts that will be constructed during CDOT's Gap project in 2020 and 2021. We contracted with Norris Designs to produce several different concepts to present to Council. These concepts will be presented to you by Norris Designs during the work session. A copy of their presentation has been included in your packet for your study and review prior to the meeting.

Analysis: The Gap project will consist of two phases beginning in the spring of 2020 and scheduled for completion in late fall of 2021. Phase one will consist of the portion of SH9 from Recreation Way to just west of the County Commons / Water Dance intersection and will include raised medians and a roundabout at the above mentioned intersection. Phase two will consist of the portion of SH9 from where phase one left off to Main Street and will include raised medians and a roundabout at 8th Avenue.

Upon completion of each phase, CDOT will be leaving us essentially a blank canvas to improve and beautify as the Council should so desire. Should the Council decide to take no action, CDOT will finish the project with close to the same look you see along SH9 from Recreation Way to Fairview Blvd, which is a combination of natural seeded and concrete capped medians and roundabouts with very minimal beautification.

Financial Impact: Very preliminary cost estimates vary from \$1.8 million to \$2.8 million depending on the concept that Council chooses. At the low end of costs, an option to do just stamped, colored concrete along all medians and roundabouts is approximately \$1.8 million. The two options presented in the packet, the Mountain Theme or Heritage Theme range between \$2 million and \$2.8 million. These costs will be spread over two budget years due to the phasing of this project. We anticipate requesting any funds for this project from the Capital Improvement Fund in the 2020 and 2021 budgets. For alternative concepts please see Attachment 1, "CDOT Gap Project Roundabout & Median Design Concept Costs and Design Alternative Costs"

Alignment with Strategic Plan: Improving and beautifying the medians and roundabouts in the Gap project aligns with the Town Council 2019-2020 Thriving Economy, Sustainable Environment and Quality Core Services Priorities by creating an aesthetically pleasing and

welcoming entrance to Town. The designs presented vary in levels of maintenance required while being conscious of water and energy use.

Staff Recommendation: Based on the information contained in this presentation and report, it is recommended the Town Council provide the design team with direction as to which of the three concepts you would like to proceed with, stamped, colored concrete only, Mountain Theme or Heritage Theme. Once a concept is chosen, the team will finalize plans, present the plans to CDOT for their approval. We will then firm up cost estimates to then be funded through requests in the 2020 and 2021 budgets.

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

Bonnie Moinet, Finance Director - Approved

Nancy Kerry, Town Manager - Approved

Attachment 1

CDOT Gap Project Roundabout & Median Design
Concept Costs and Design Alternative Costs

**CDOT Gap Project Roundabout & Median Design
Concept Costs and Design Alternative Costs**

Concept 1 - Stamped / Colored Concrete Only (match existing on SH9) = \$1,811,020

Concept 2 - Mountain Theme as presented = \$2,458,212

Concept 3 - Heritage Theme as presented = \$2,772,537

ALTERNATIVES

Concept 1 Alternate A = \$678,180 – Stamped / Colored concrete roundabouts, median lighting, natural seeded medians in both phases.

Concept 1 Alternate B = \$940,180 – Stamped / Colored concrete roundabouts, median lighting, natural seeded median in phase 1, stamped / colored concrete on phase 2 median.

Concept 2 Alternate A = \$928,878 – Mountain Themed roundabouts, median lighting, natural seeded medians in both phases.

Concept 2 Alternate B = \$1,190,870 – Mountain Themed roundabouts, median lighting, natural seeded median in phase 1, stamped / colored concrete on phase 2 median.

Concept 3 Alternate A = \$999,744 – Heritage Themed roundabouts, median lighting, natural seeded medians in both phases.

Concept 3 Alternate B = \$1,261,744 – Heritage Themed roundabouts, median lighting, natural seeded median in phase 1, stamped / colored concrete on phase 2 median.

Phase 1 (2020) is from just east of Recreation Way to just west of the Water Dance Roundabout.

Phase 2 (2021) is from where phase one left off to Main Street.

Project area is 1.35 miles long.

FRISCO MEDIANS AND ROUNDABOUTS CONCEPTUAL DESIGN

June 25, 2019



INTRODUCTION

- **CDOT plans to complete the “GAP” project along Highway 9 to add an extra travel lane from the intersection with Main Street to just past Recreation Way at the Peninsula and Hospital Intersection. The entire stretch of proposed improvements are just over 1 mile long.**
 - Proposed improvements to be completed in 2020 and 2021
 - Improvements include a raised, divided median
 - Two roundabouts, one at Peak One Drive at the County Commons and Water Dance, and a second at 8th Ave
- **CDOT standard treatment for the Medians and Roundabouts will be unirrigated, native seed.**
- **Per Council direction in early 2019, Town Staff has been working with Norris Design to explore options for improvement within the medians and roundabouts through conceptual design.**



INTRODUCTION

Council priorities for Highway 9 Roundabouts and Medians

What we heard:

Create concepts that welcome people to the Town of Frisco and support Frisco's unique identity.

- **Create a progression of improvements that increase with intensity as you near the center of town**
- **Define areas for possible public art**
- **Highlight key intersections and roundabouts**
- **Incorporate elements and materials used along Main Street in concepts**
- **Be conscientious of water use and maintenance methods**
- **Meet CDOT safety standards**



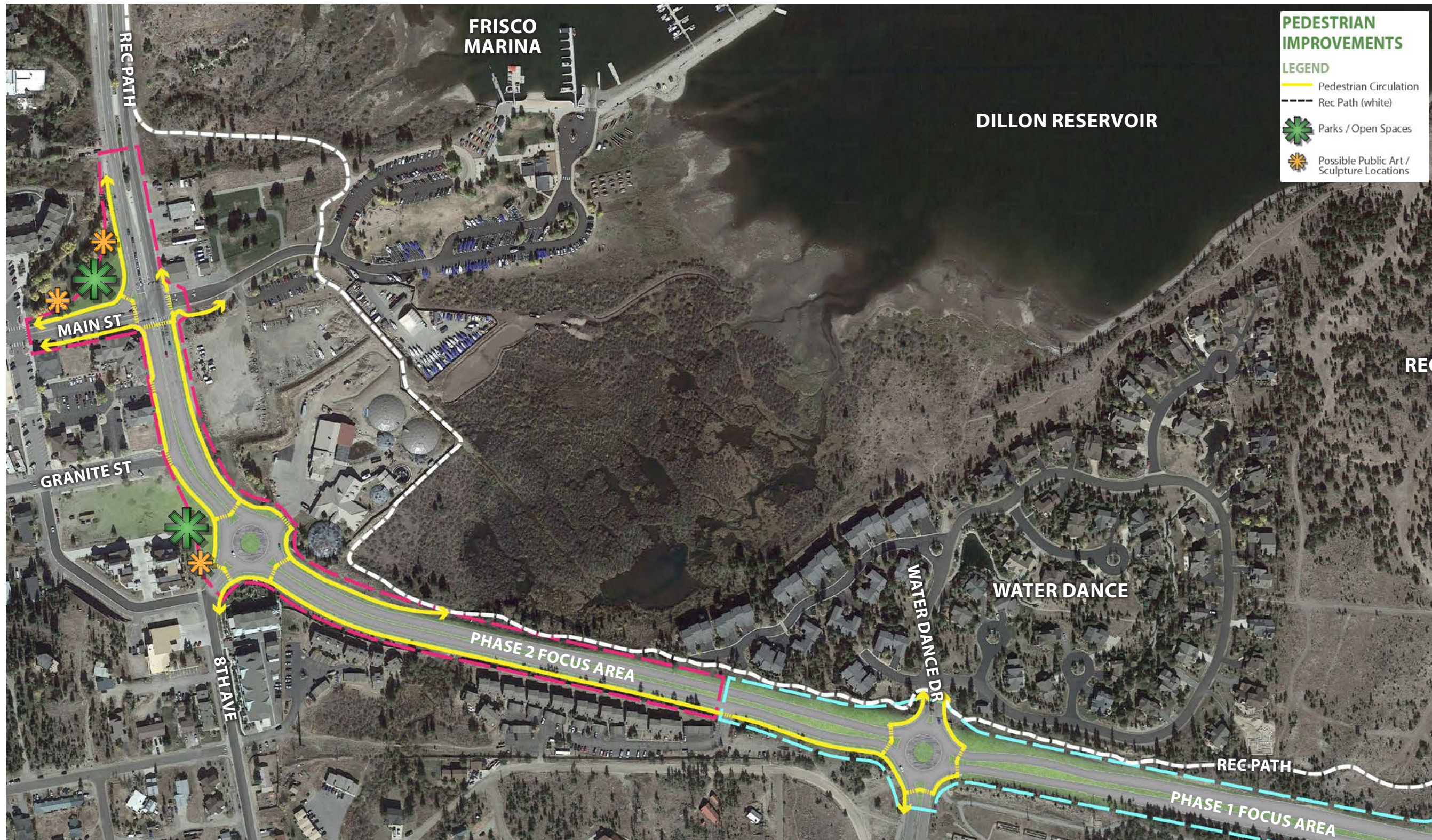
GOALS:

- Reflect Frisco's brand by creating a cohesive design for Highway 9
 - Medians
 - Roundabouts
 - Parks
- Improve pedestrian experience
- Highway 9 improvements to be integrated with Main Street streetscape



PHASE 2 GOALS:

- Live plant material in roundabouts
- Locate public art in areas that encourage interaction
- Improve park spaces along corridor



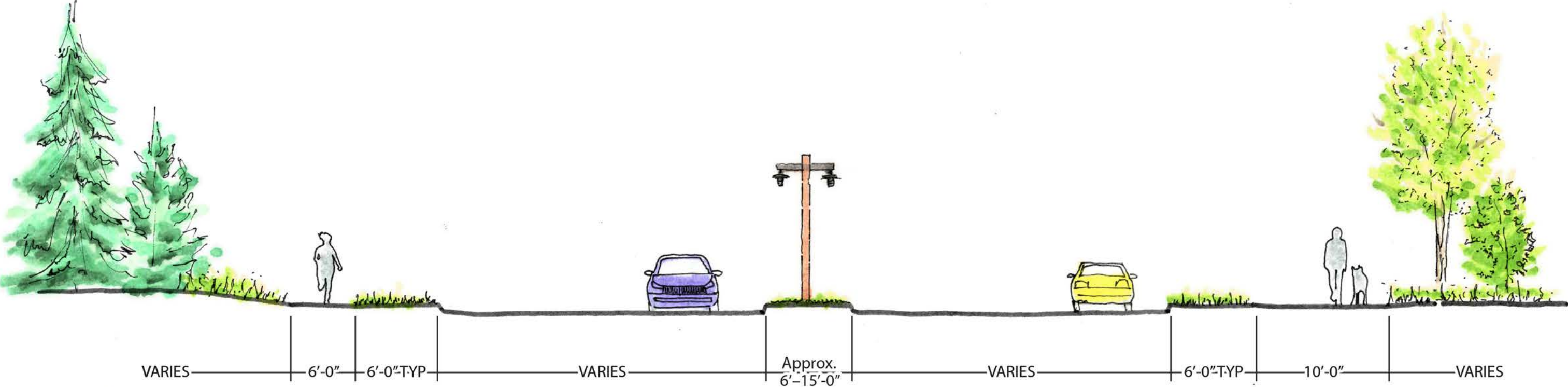
PHASE 1 GOALS:

- Signify entrance into Frisco using:
 - Primarily hardscape
 - Minimal irrigation
 - Limit lighting
- Safe pedestrian crossing via underpass
 - Possible opportunity for public art



STREETSCAPE : TYPICAL SECTION

For reference only

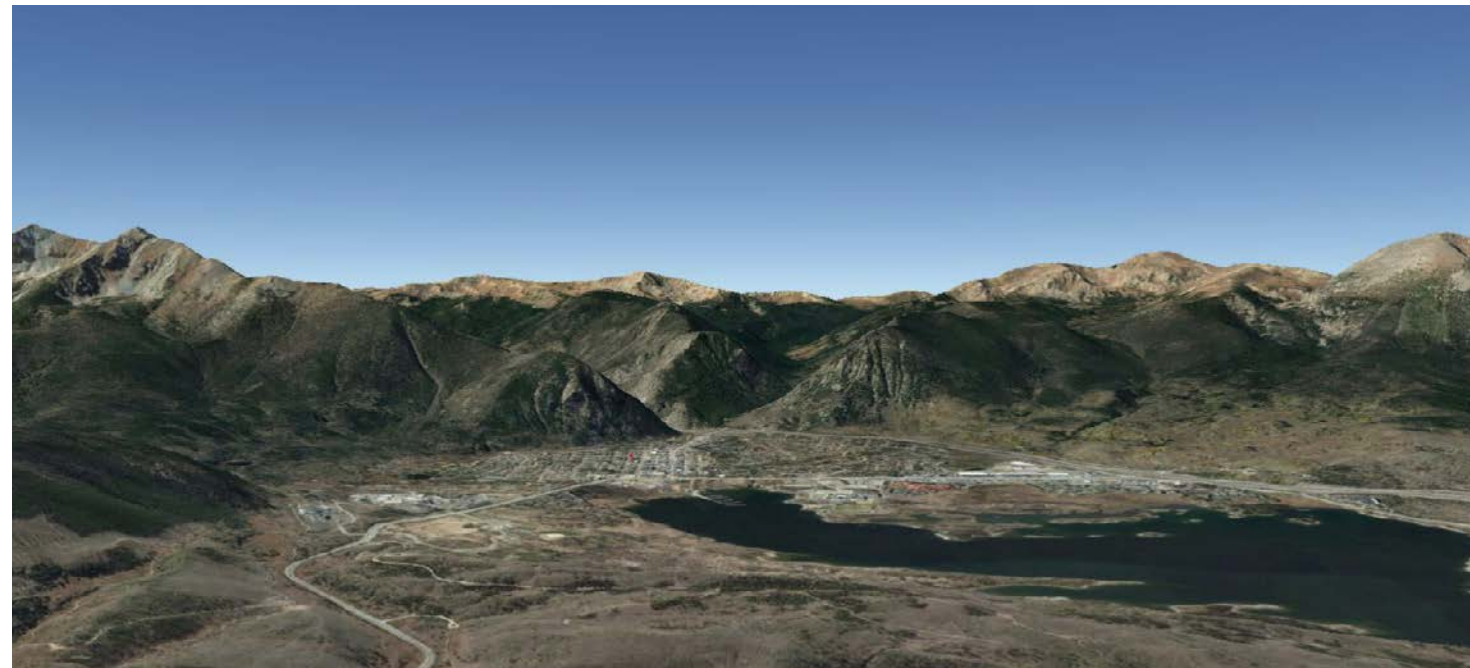


ENERGY USE GOALS:

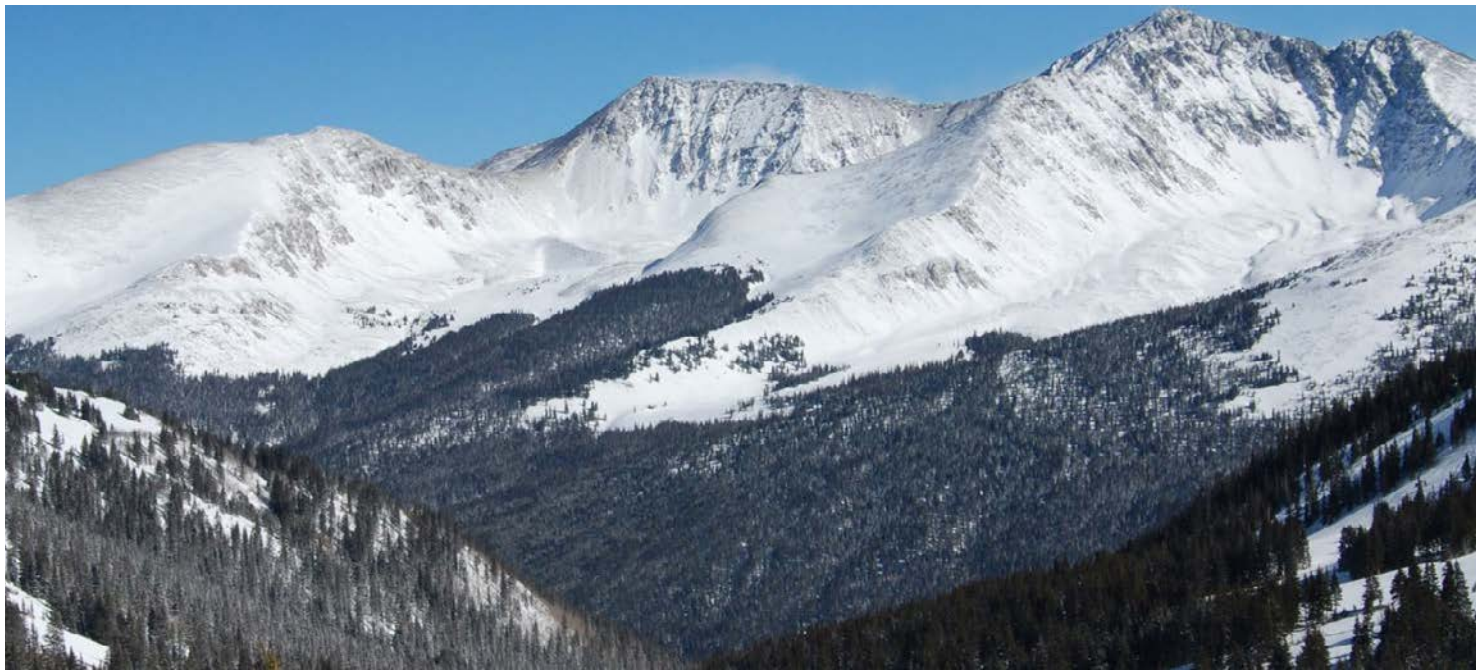
- Consider maintenance for medians
- Limit areas of irrigation / perennials and annuals to be closer to town
- Limit lighting to be closer to town center



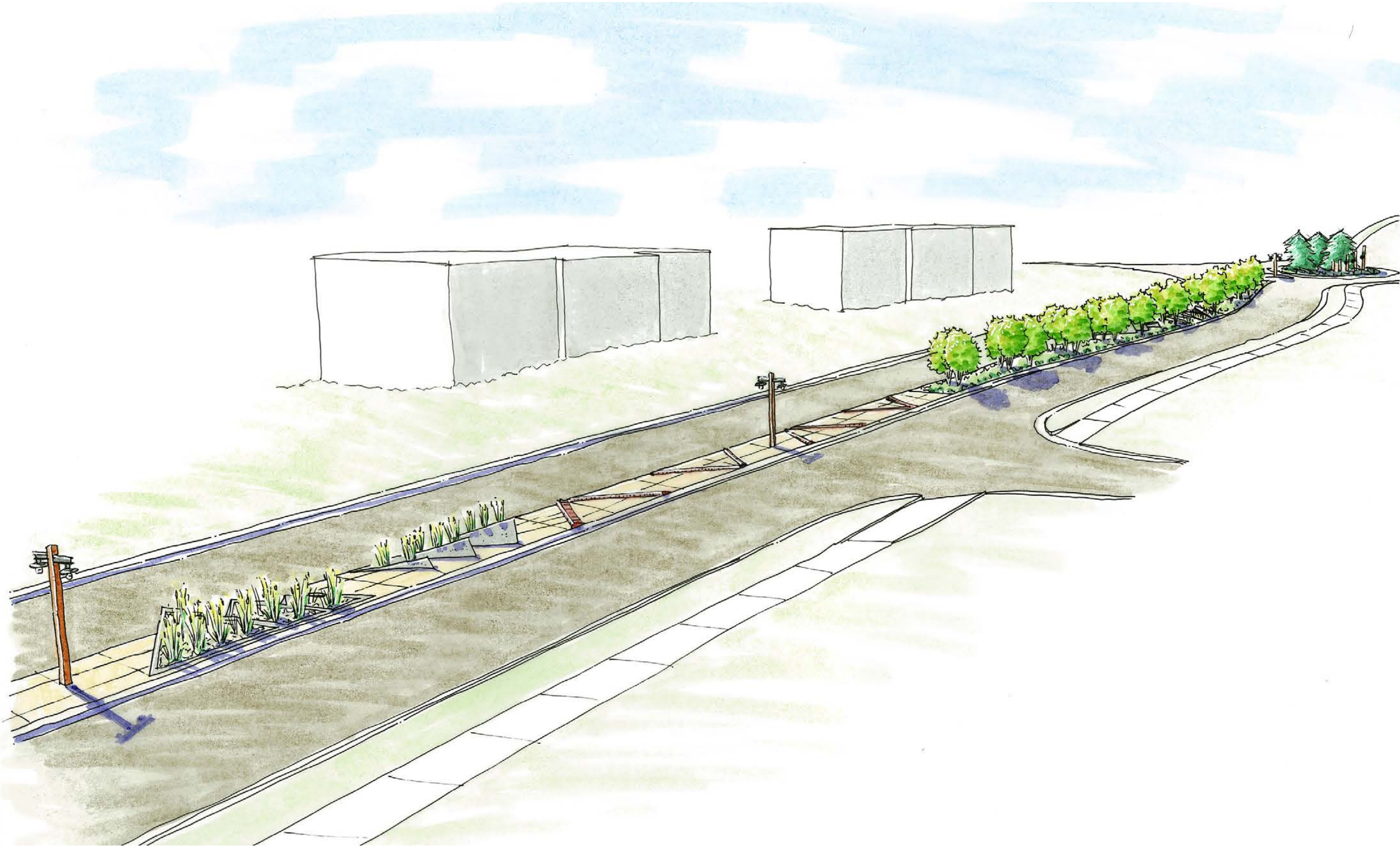
INSPIRATION



MOUNTAIN THEME: INSPIRATION



MOUNTAIN THEME: OVERALL



MOUNTAIN THEME: IRRIGATED



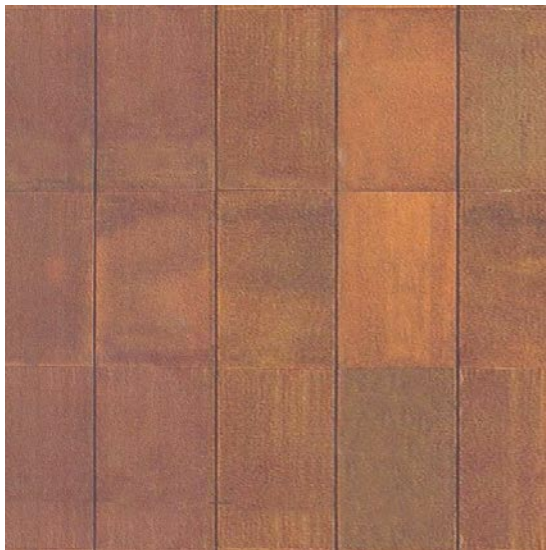
Perennials & Grasses



Xeric Plantings



Standard Gray Concrete

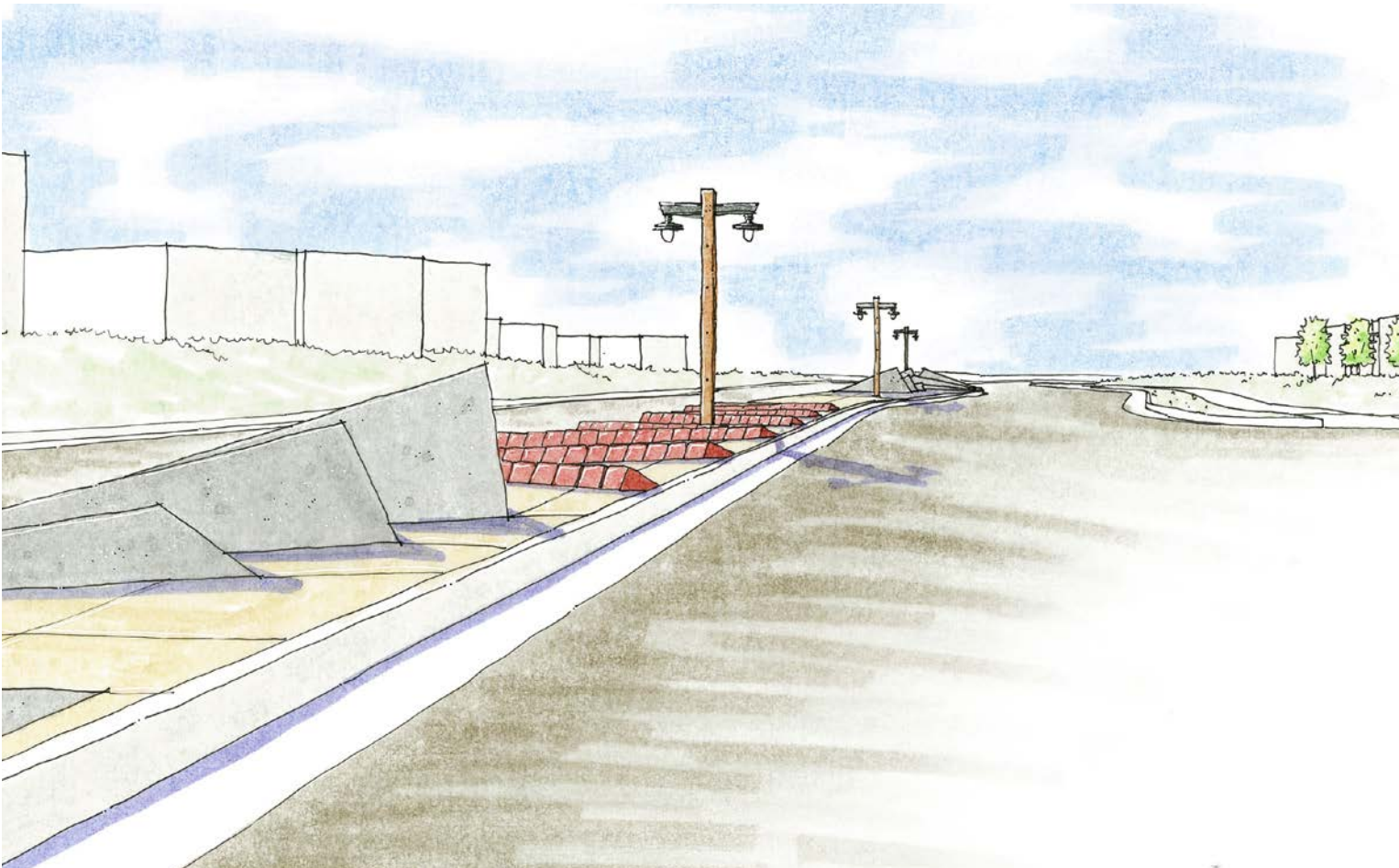
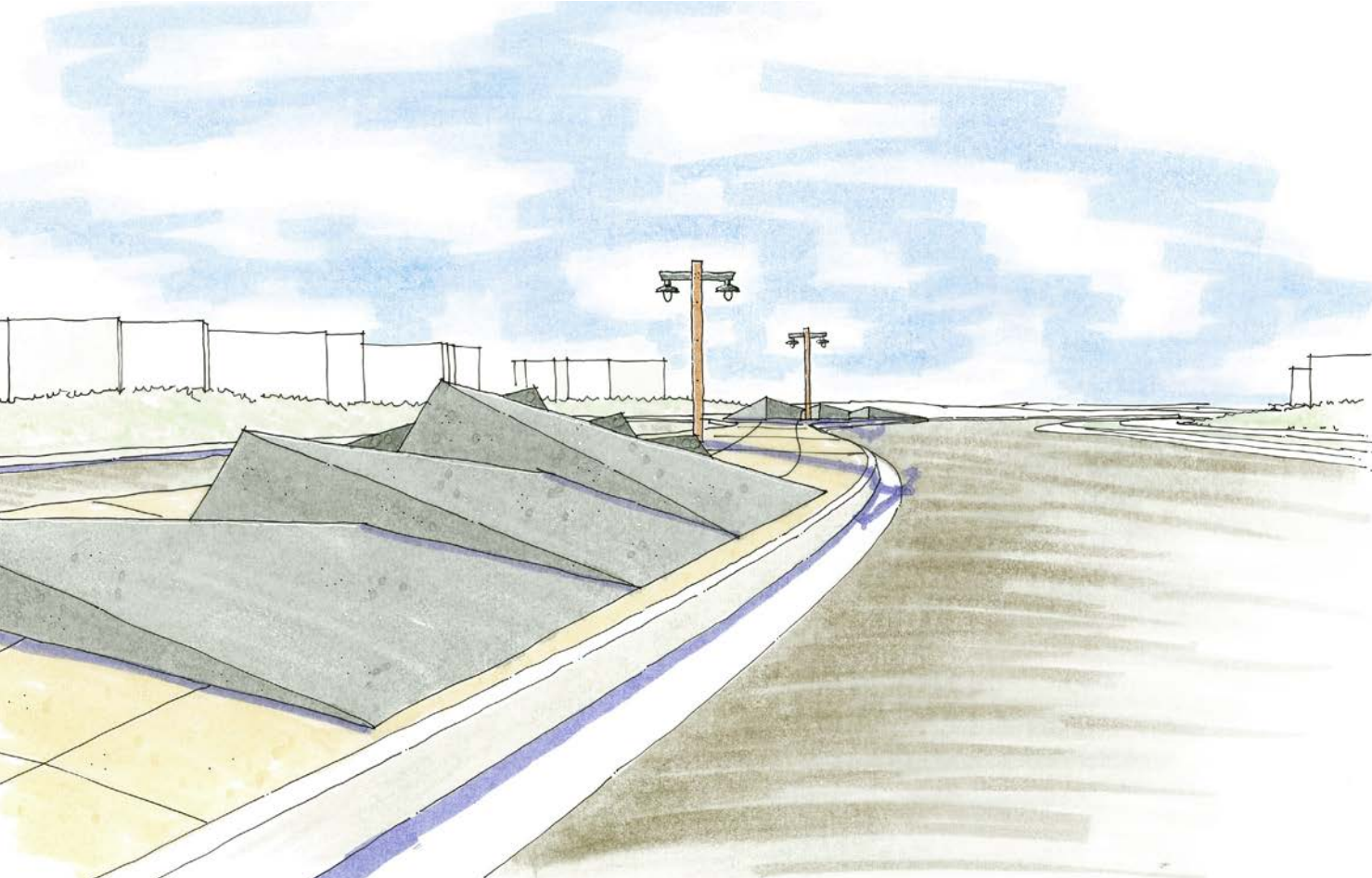


Corten Steel

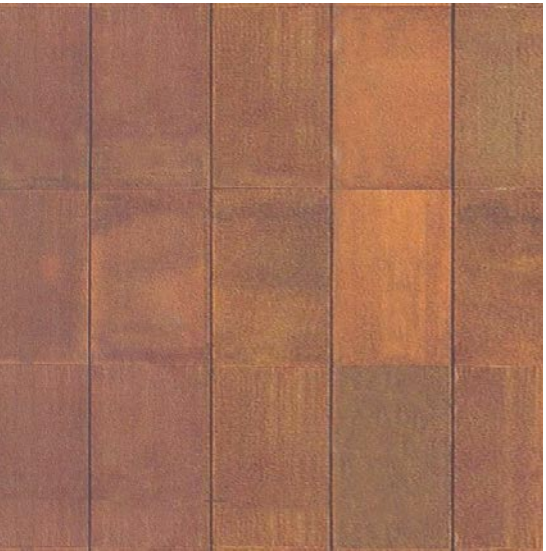


Brick Relief

MOUNTAIN THEME: NON-IRRIGATED



**Standard Gray
Concrete**

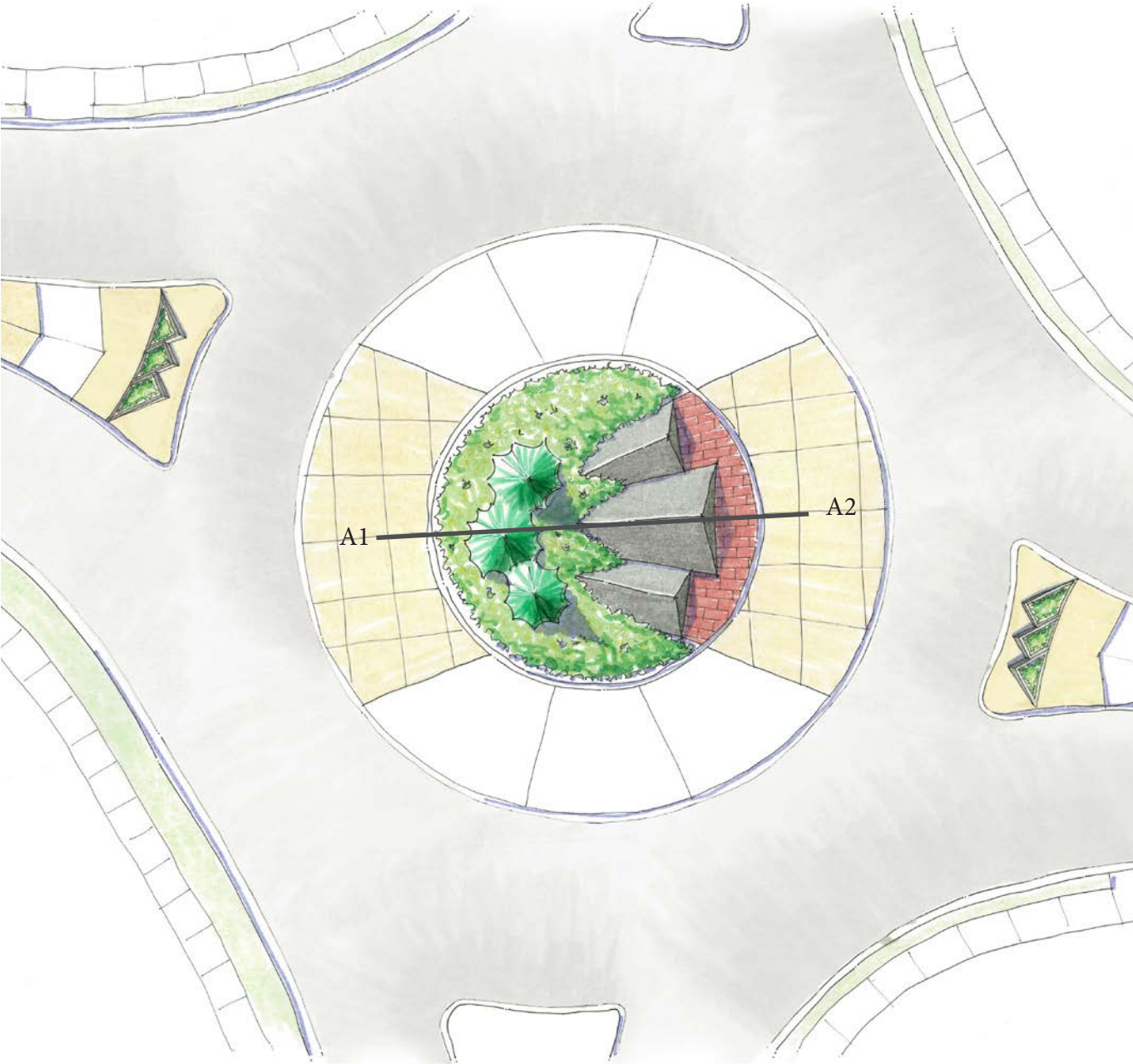


Corten Steel



Brick Relief

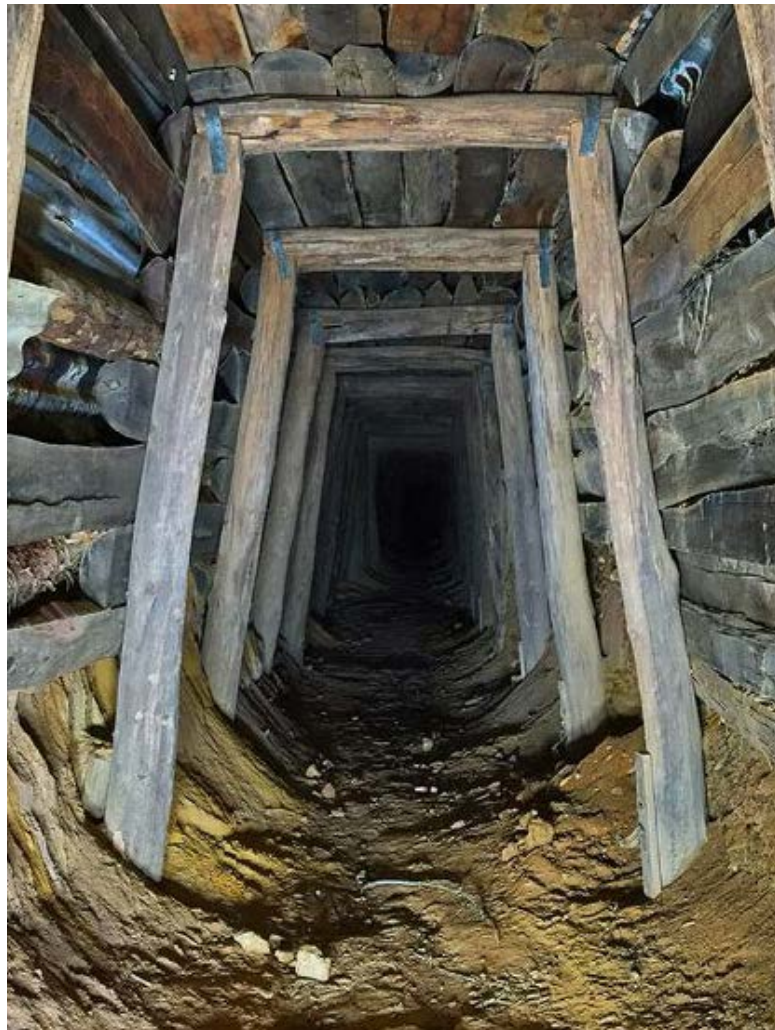
MOUNTAIN THEME: ROUNDABOUT



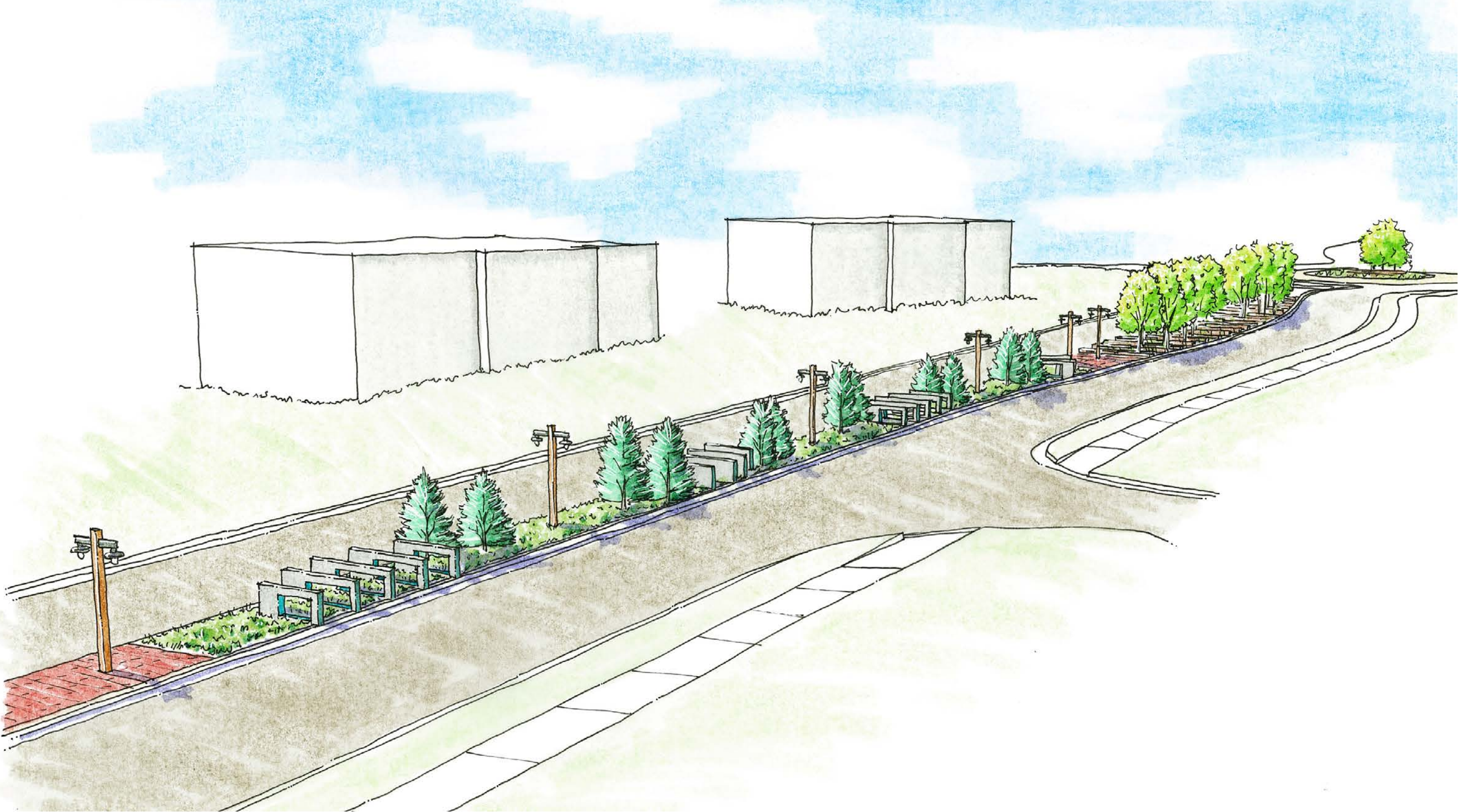
MOUNTAIN THEME: OVERALL PATTERN



FRISCO HERITAGE THEME: INSPIRATION



FRISCO HERITAGE THEME: OVERALL



FRISCO HERITAGE THEME: IRRIGATED



**Board Form
Concrete**



**Brick
Transition**



**Farmer's
Brown Stone
Beam**

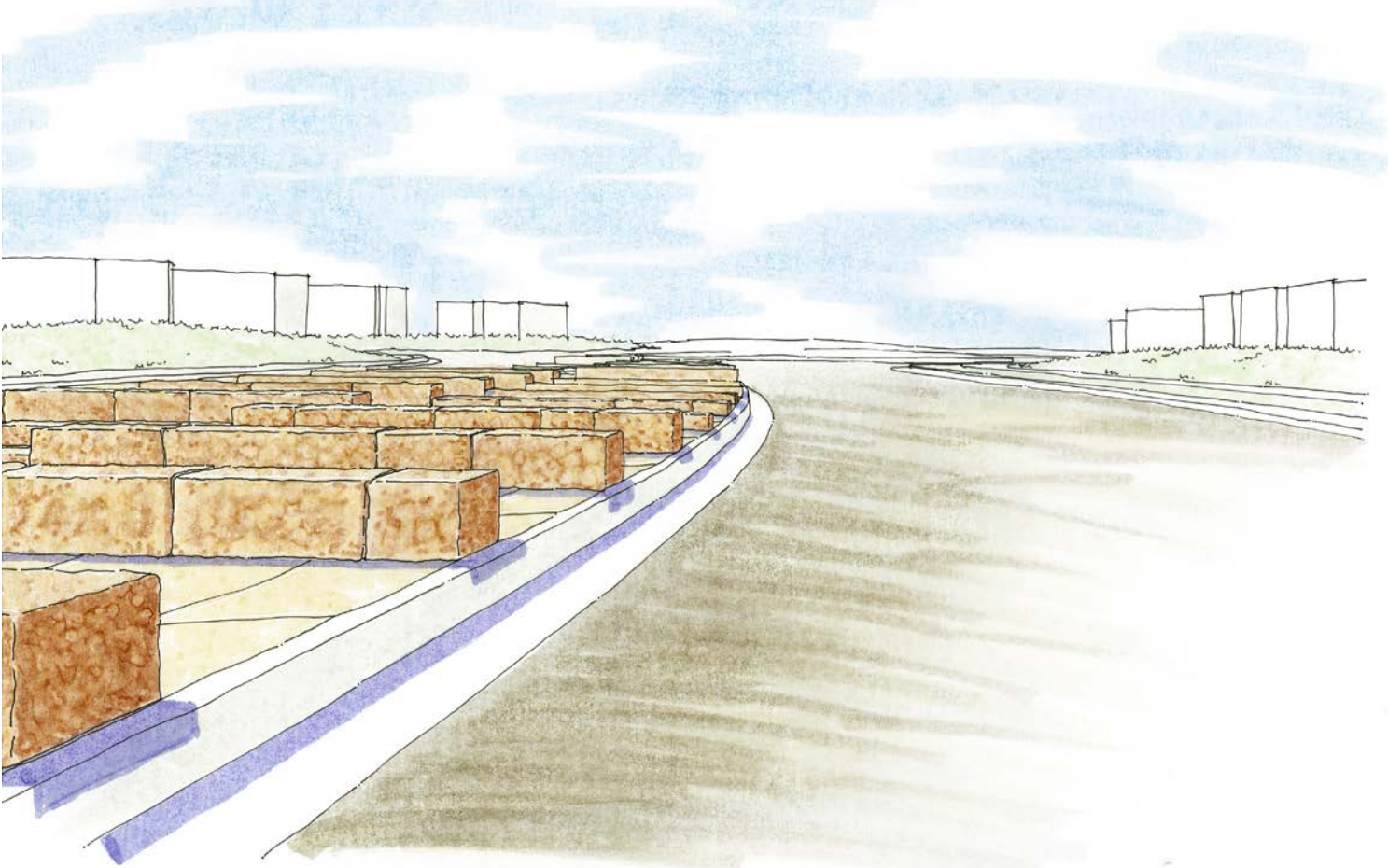


Corten Steel



**False Front Facade
Colors**

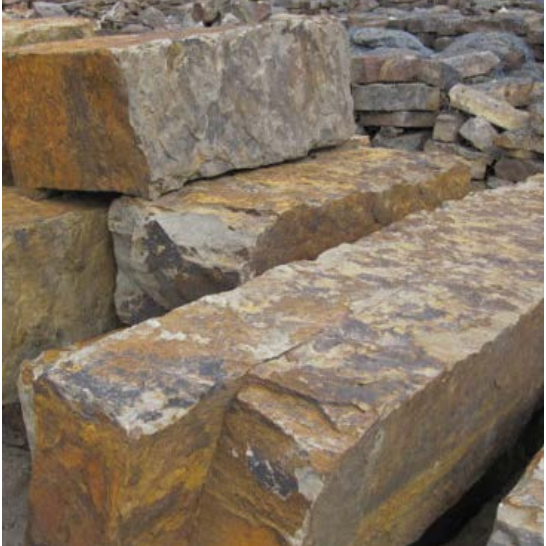
FRISCO HERITAGE THEME: NON-IRRIGATED



Board Form Concrete



Brick Transition



Farmer's Brown Stone Beam

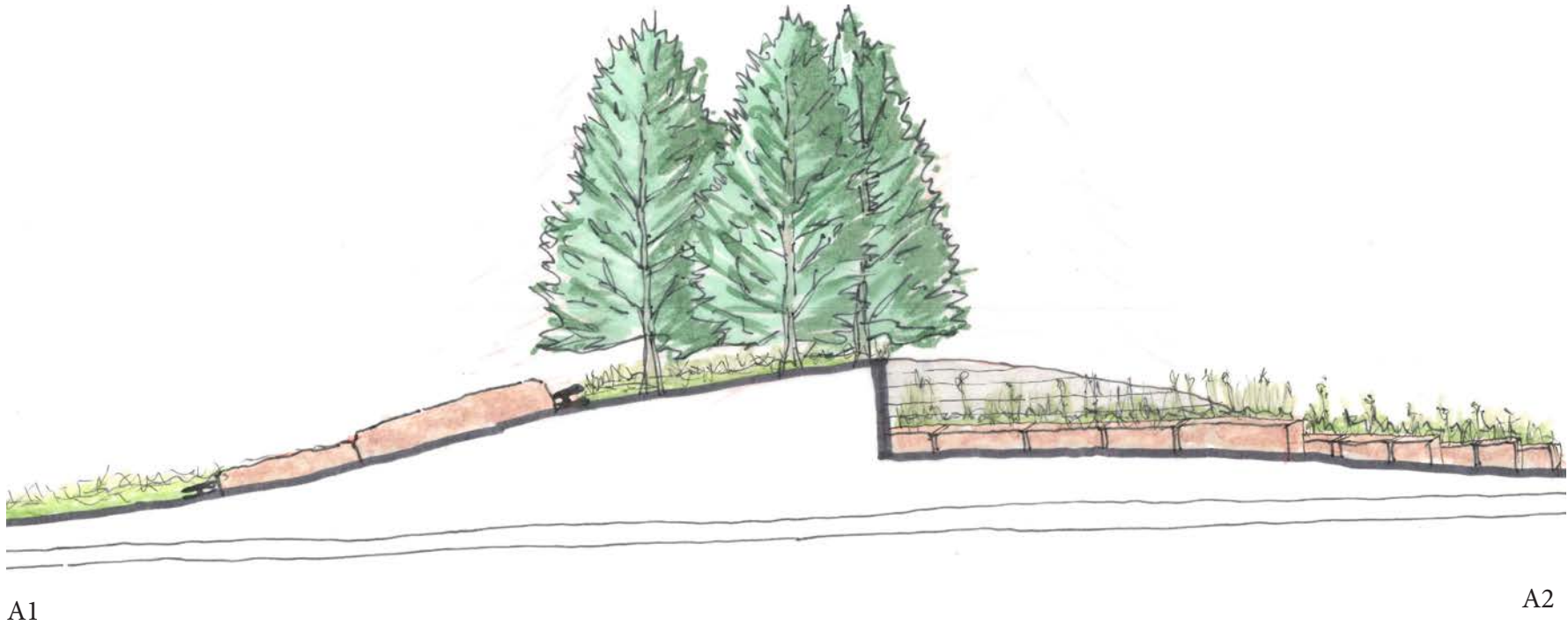
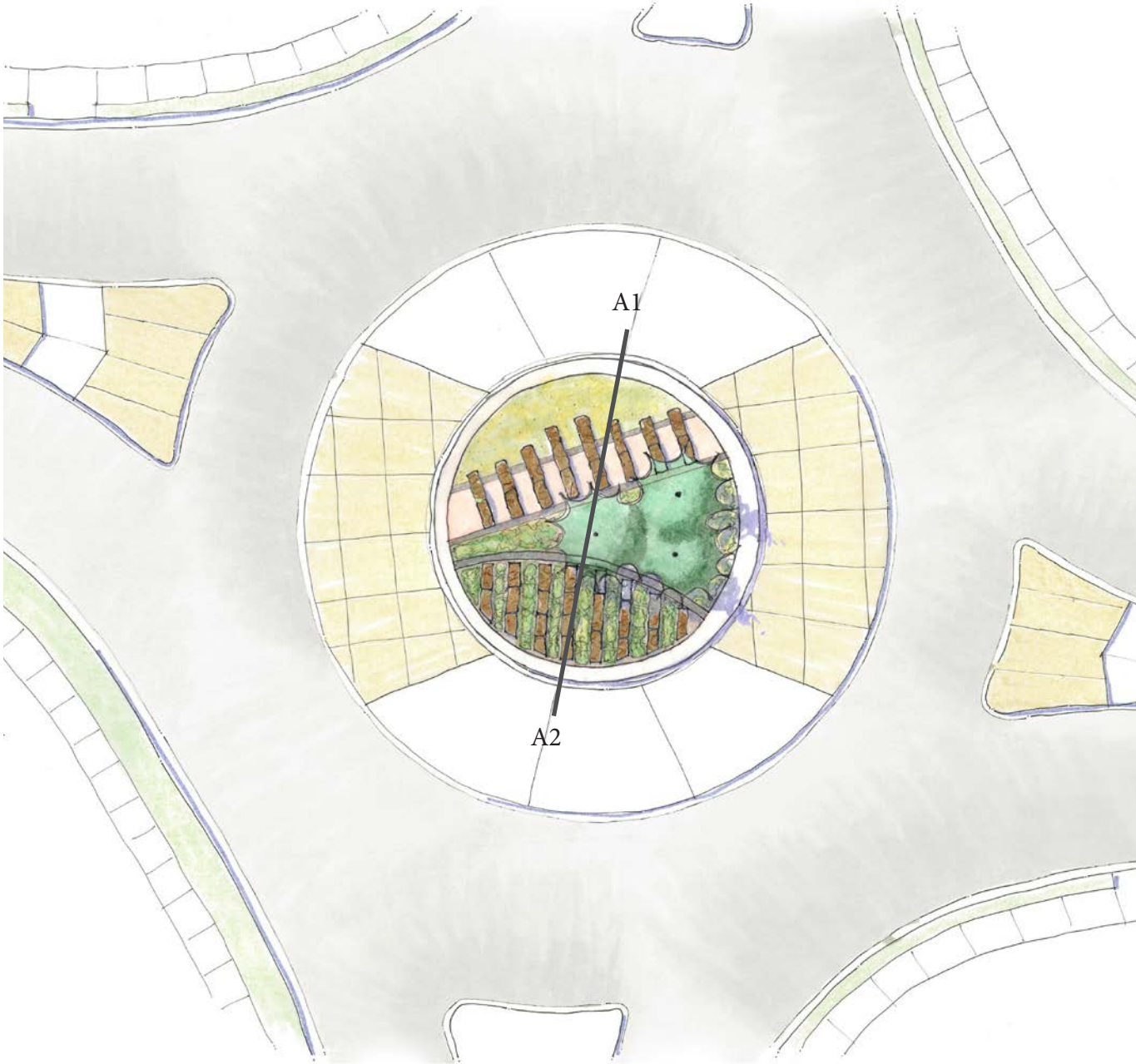


Corten Steel



False Front Facade Colors

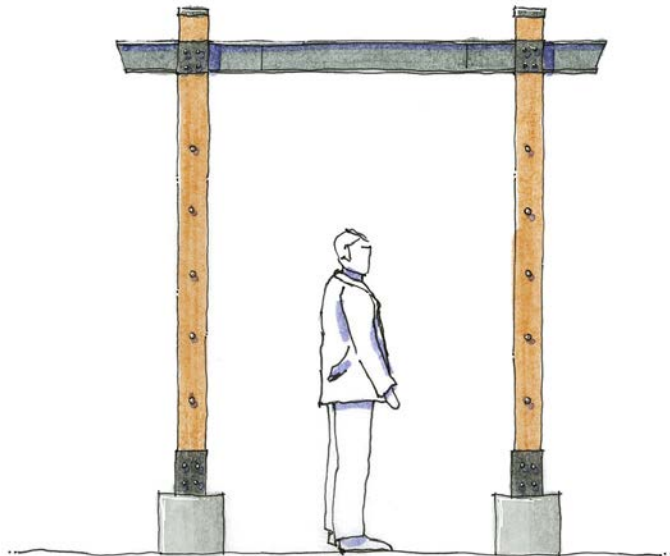
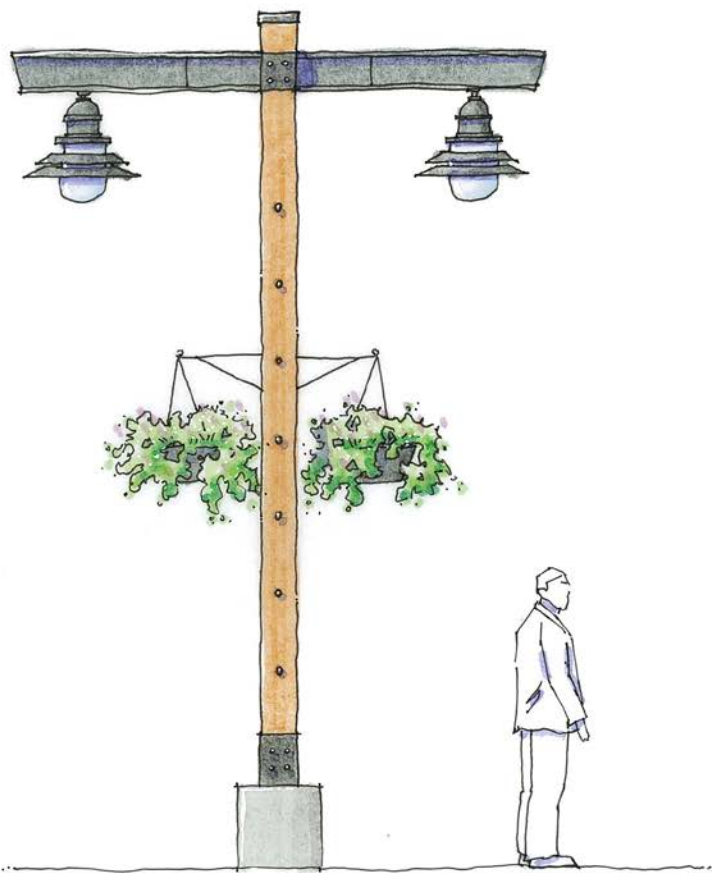
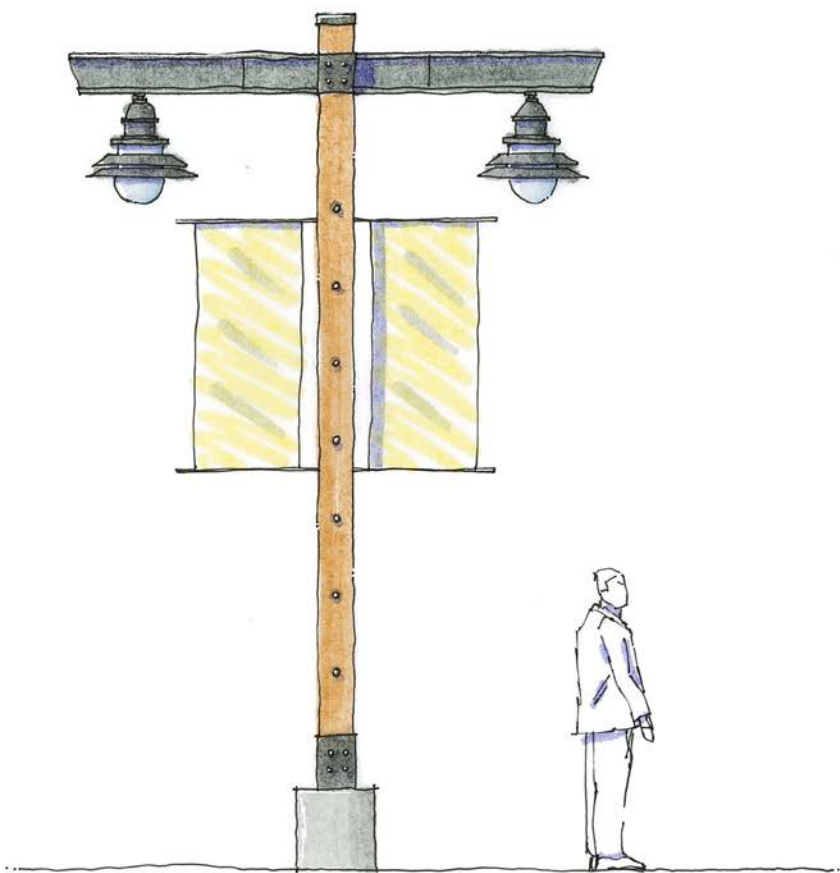
FRISCO HERITAGE THEME: ROUNDABOUT



FRISCO HERITAGE THEME: OVERALL PATTERN



AMENITY DETAILS: GATEWAY AND LIGHT POLES



Gateway Locations



Banners



Lighting Fixtures



Hanging Baskets

Banners to attach to Light Poles:

- Make an impact
- Easy to read from high speed
- Change out per season
- Meet CDOT standards

Pedestrian Use:

- Promote Safe Pedestrian Crossings
- Visually signal to vehicles pedestrian presence
- Incorporate material elements from Main Street

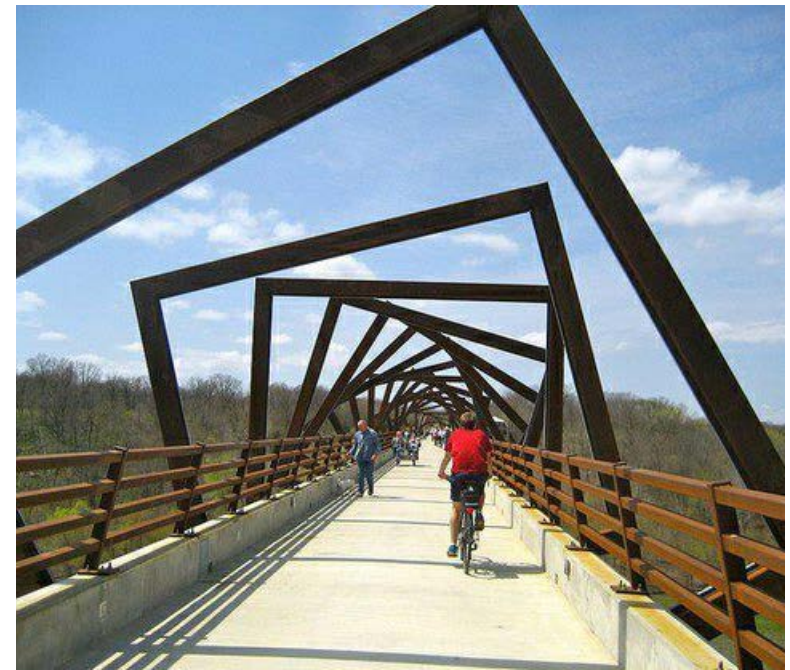
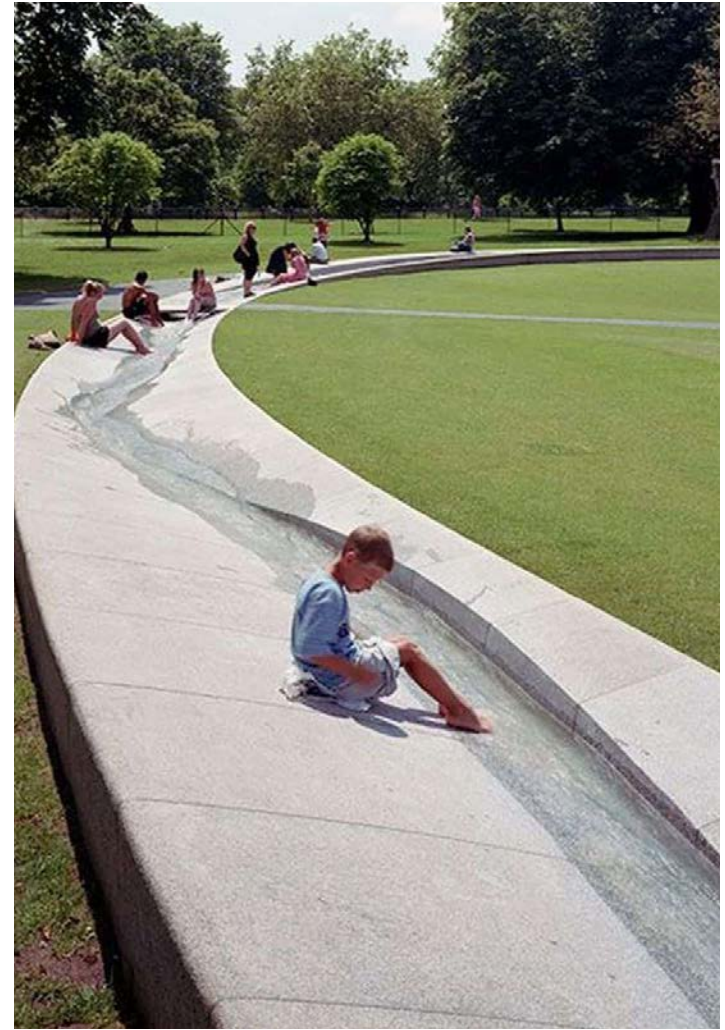
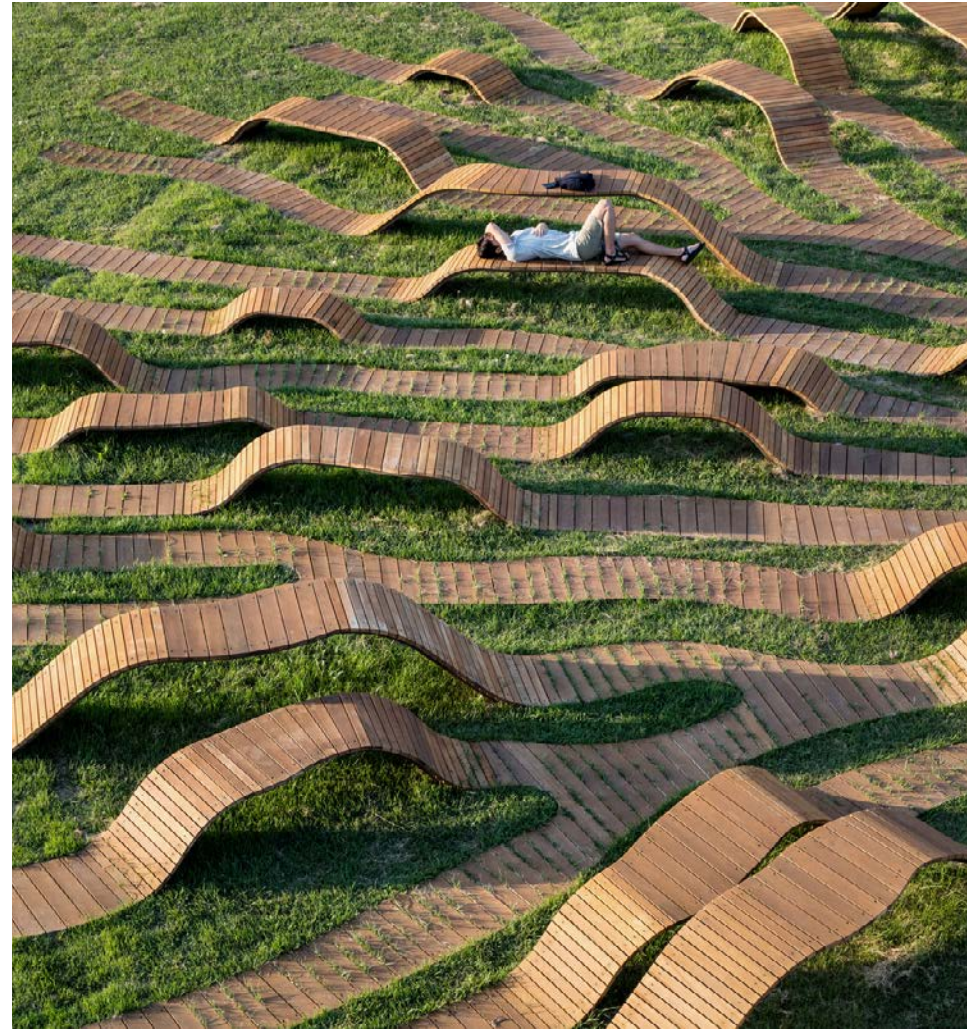
FRISCO MAIN STREET - TRIANGLE PARK



PARKS CHARACTER IMAGERY



PUBLIC ART CHARACTER IMAGERY



Next Steps:

- Incorporate Council feedback
- Further develop one Concept for the Medians and Roundabouts
- Incorporate budget feedback and goals into final Conceptual Design





MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: SUSAN LEE, COMMUNITY PLANNER
RE: PARKS MASTER PLAN UPDATE
DATE: JUNE 25, 2019

Summary: This memo is intended to frame a discussion on the Park Master Planning efforts. Staff would like feedback and direction from Council regarding the public input and recommendations for the Park Master Plans.

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

Throughout the month of May, 2019, staff hosted a series of public meetings. The open format meetings were held 'on-location' at each of the parks in order to focus participants' attention on the specific conditions of each facility. Approximately 100 people attended the meetings and provided valuable insight as to how they currently use the park and what types of improvements are desired. Participants wrote ideas on a site map and used tickets, representing money, to share what was most important to them.

In order to supplement the input from the public meetings and to gain a broader perspective on community satisfaction with Frisco's park facilities, an online survey was conducted. This survey contained two elements, a statistically valid sample, and an 'open' sample. Approximately 300 survey responses were gathered. Topics included specific use and satisfaction questions for each facility as well as general questions regarding future needs and overall satisfaction with community facilities.

In addition to the public outreach, staff has reviewed the existing conditions, and maintenance operations for each park facility. This information provides additional perspective as to the priority for replacement and refurbishment of existing park amenities.

Recommendation: Staff would like to review the findings from the public meetings, community survey, and staff recommendations for facility improvements with Town Council in order to guide the development of conceptual improvement plans for each park.

Financial Impact: There is \$125,000 (2000-5093) in the 2019 Town of Frisco budget for park site improvements, which is the first-year of five-years of planned Parks Capital Improvement Projects. The Parks Master Planning costs, as shown below (\$44,200), will come from the \$125,000 budgeted for 2019.

2019 Parks Master Planning Costs

Planning Activity	Cost
• Planning and design services • (includes a \$4,000 add alternate)	\$ 23,400
• Site surveys	\$ 10,000*
• Wetlands delineation	\$ 2,800
• Statistically valid survey	\$ 7,000*
• Marketing and outreach	\$ 1,000*
Total Planning Cost:	\$ 44,200

**estimated costs*

Reviews and Approvals: This report has been reviewed by:

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

Attachments:

Exhibit A: Infographic summary on public meetings
Exhibit B: Summary report for online survey
Exhibit C: Power point presentation with staff summary and recommendations

FRISCO NEIGHBORHOOD PARKS

PARK OPEN HOUSES | SURVEY RESULTS

77 TOTAL NUMBER OF ADULT ATTENDANTS
 95 TOTAL ATTENDEES
 18 TOTAL NUMBER OF KID ATTENDANTS

PIONEER PARK:



TENNIS COURTS

- Keep existing courts
- Improve maintenance
- Add benches outside of courts



NATURE PLAY

- Cleanup general understory for nature play features



IMPROVE OVERALL INFRASTRUCTURE

- Improve parking and drainage on Galena Alley
- Install new signage and site furniture consistent with other Town Parks



PRESERVATION

- Keep park quiet and natural looking
- Preserve mature trees
- Sense of solitude

ALSO REQUESTED:

- Improve practice board
- Upgrade bathrooms
- Better signage location to enter the park

WALTER BYRON PARK:



IMPROVE PLAYGROUND

- Popular park with many visitors
- Incorporate more adventure play



IMPROVE RESTROOM

- Improve for winter use
- Possibly combine with improved pavilion area



LAWN SPACE

- Keep existing lawn open to support multiple activities



ADDITIONAL GATHERING AREAS

- Improve gathering areas
- Picnic areas
- Areas adjacent to pond or river

ALSO REQUESTED:

- Improve overall lighting and visibility
- Better entry signage
- Nature overlook / boardwalk / interpretive signage

MEADOW CREEK PARK:



SAFETY

- Reconfigure parking and landscaping to improve visibility
- Add lighting along pathways
- Improve signage



IMPROVE POND

- Maintain multi-season use
- Overhead lighting
- Improve ice and amenities for ice skating and hockey
- Create nodes for fishing and ice skating access



IMPROVE PLAYGROUND

- Incorporate simple fitness features
- Add "big kid" swings



IMPROVE CONNECTIVITY

- Better connections to existing trails and transit center
- Potential boardwalks

ALSO REQUESTED:

- Improve gathering areas (benches; picnic tables)
- Enclosed Pavilion

OLD TOWN HALL PARK:



PLAZA SPACE

- More functional urban plaza space
- Extension of Main Street



IMPROVE AMENITIES

- Better lighting
- Outdoor fire pit
- Additional seating for individuals or groups



COMMUNITY INTERACTION

- Council ring / stage
- Incorporate the arts
- Used as outdoor classroom



INTERACTIVE PLAY

- Can be included with artwork
- Inviting for all ages

REQUESTED IN COMMUNITY CENTER PARK:

- Make more visible and inviting
- Establish community gardens
- Park to connect to adjacent Community Center



Frisco Parks Master Plan Survey Final Report - June, 2019



TABLE OF CONTENTS



INTRO, METHODOLOGY & KEY FINDINGS



DEMOGRAPHIC PROFILE



IMPORTANCE AND SATISFACTION



PARK FACILITIES: USE AND SATISFACTION



FUTURE FACILITIES & PROGRAMS



SUGGESTIONS



CROSS-TAB RESULTS (INVITE)



INTRODUCTION

The purpose of this study was to gather community feedback on parks in the Town of Frisco. The survey addresses recreation activities and priorities, facilities, future needs and ratings of six parks.

This survey research effort and subsequent analysis were designed to assist the Town in evaluating parks needs based on input from residents and second homeowners.



METHODOLOGY

The survey was conducted using three primary methods: 1) a mailed postcard sent to all known boxholders at the Frisco Post Office (3,800 cards sent) with a password protected invitation to complete an “Invitation Survey” online, 2) a mailed postcard to second homeowners (sent to 800 households) using a random sample selected from a list obtained from the Summit County Assessor inviting property owners to complete an identical Invitation Survey online, and 3) an “Open Link” survey for all other residents who were not included in invitation sample. The Open Link was publicized locally using ads and newsletter announcements. The Invitation Survey (based on the password protected surveys administered to boxholders and second homeowners) is considered a “statistically-valid” source of input on parks in Frisco and the results from this set of responses were considered separately from responses obtained from the Open version in preliminary analysis. However, because the responses from both segments are similar, some of the discussion in this report focuses on Overall responses, as well as those obtained from Year Round residents, compared to Part Time (second homeowner) respondents. The graphs that follow present these comparisons.

The survey resulted in a total of 147 completed digital survey forms from boxholders and 120 forms from the second homeowners random mailing. Taken together, the sample of 267 responses obtained from the Invitation surveys represents a +/-5.5 percent margin of error as described further below. The open link sample size for the survey was 181; no margin of error is calculated for these responses because they were not obtained using random sampling.

For the total invitation sample size of 267, margin of error is +/- 5.5 percent calculated for questions at 50% response (if the response for a particular question is “50%”—the standard way to generalize margin of error is to state the larger margin, which occurs for responses at 50%). Note that the margin of error is different for every single question response on the survey depending on the resultant sample sizes, proportion of responses, and number of answer categories for each question. Comparison of differences in the data between various segments, therefore, should take into consideration these factors. As a general comment, it is sometimes more appropriate to focus attention on the general trends and patterns in the data rather than on the individual percentages.



WEIGHTING THE DATA

The underlying data from respondents who are year-round residents of Frisco were weighted by age to ensure appropriate representation of Frisco residents across different demographic cohorts in the sample.



Using U.S. Census Data, the age distributions in the sample were adjusted to more closely match the population profile of Frisco.



Due to variable response rates by some segments of the population, the underlying results, while weighted to best match the overall demographics of residents, may not be completely representative of some sub-groups of the Frisco population.

KEY FINDINGS

Town of Frisco parks facilities are well aligned with the needs of its residents.

- In general, respondents felt that Frisco is meeting the needs of the community on the facilities rated most important, such as trails, pathways, and lawn-areas. This suggests that residents are satisfied with the level of support these facilities receive. Frisco should continue to support these facilities in future planning and consider providing more support to facilities that were considered somewhat important but not meeting the needs of the community, such as athletic courts and fishing areas.

Frisco Residents place a high value on facilities that provide a natural outdoor experience, but many residents want indoor athletic facilities as well.

- Regarding existing facilities, both year-round and part-time resident respondents consistently rated outdoor facilities as highly important and meeting the needs of the Town's residents. These facilities included trails, pathways, lawn areas and fields, and outdoor seating and gathering spaces. However, regarding future facilities, 45% of year-round residents and 49% of part-time residents ranked an indoor athletic facility in their top three priorities for future facilities. While this represents relative support, it is also noted that it was a priority for less than 50% of respondents.

Familiarity with Frisco parks is high among year-round, part-time, and other respondents to the survey, but resident usage is low for many specific park offerings.

- On a 5-point scale where 5=Very familiar, respondents indicated that they are generally familiar with Frisco parks and recreation offerings. Overall, 63% of respondents rated their familiarity as either a 4 or 5; however, aside from multi-use pathways and trails, the majority of year-round respondents stated that they did not participate in the facilities and activities offered at various Frisco parks. Part-time residents were particularly likely to say they “don't know” about facilities at Meadow Creek and Walter Byron parks. Results suggest that Frisco may be able to focus on encouraging more usage of parks through communications and outreach.

KEY FINDINGS

Despite having high satisfaction ratings overall, Pioneer and Meadow Creek parks received the lowest ratings relative to the other four parks that were evaluated in terms of quality.

- With 52% of year-round residents rating their satisfaction with the quality of Pioneer Park a 3 out of 5, Pioneer Park received an average satisfaction rating of 3.1, lower than all other parks. Meadow Creek Park was also given a relatively low average score of 3.3 by year-round residents. In the open comments some respondents expressed that both Pioneer Park and Meadow Creek Park are not well maintained, citing trash and messy bathrooms.

When asked to rank the most important parks and recreation needs for Frisco to address over the next 5 to 10 years, year-round and part-time residents provided similar ratings.

- An indoor athletic facility, a dog park, and additional public spaces or plazas were rated as the highest priorities for future facilities by both year-round and part time residents. This finding suggests that future planning does not need to distinguish between the two segments of residents (year round and part time) and can be focused on the interests of the community as a whole.

A community dog park is desired by many segments of the community, including 26% of non-dog owners.

- Overall, 44% of respondents indicated that a dog park was among the top three highest priorities for future parks and recreation facilities. When segmenting community interests for future facilities, a dog park was of high interest for year-round respondents without kids at home, most age segments, and by 26% of non-dog owners. Further analysis of the open comments suggests that some respondents are concerned with dog related issues, such as waste in public areas, pioneer park being used for “dog training,” and numerous dogs in areas designed for human use (playgrounds, athletic fields, paths, etc.).



KEY FINDINGS

Facilities for winter activities have low utilization but may also suffer from low awareness.

- With the exception of winter Nordic ski trail at Frisco Peninsula Recreation Area, many winter activities received the lowest scores for utilization by both year-round and part-time residents. This included ice skating and pond hockey, for which 83%-97% of respondents reported that they did not use in the past 12 months. However, in response to the open-ended questions, some respondents indicate that awareness of these activities is low. For instance, one respondent commented “No real advertisement talking about pond hockey. I walk by it every day and see the same kids and their parents playing on it. This could be a huge tourist push for the town of Frisco to capitalize on.”

Open ended comments indicate that Frisco’s lowest rated parks suffer from a lack of awareness, while its highest rated parks are praised for their variety of activities and facilities.

- This finding suggests that the Town of Frisco could improve the engagement of the community in its smaller parks by providing more information about park offerings and emphasizing the activities and amenities offered at each site. Frisco should continue to support its most recognized parks, but consider reinvigorating community interest in lesser known parks by advertising and communicating park offerings.



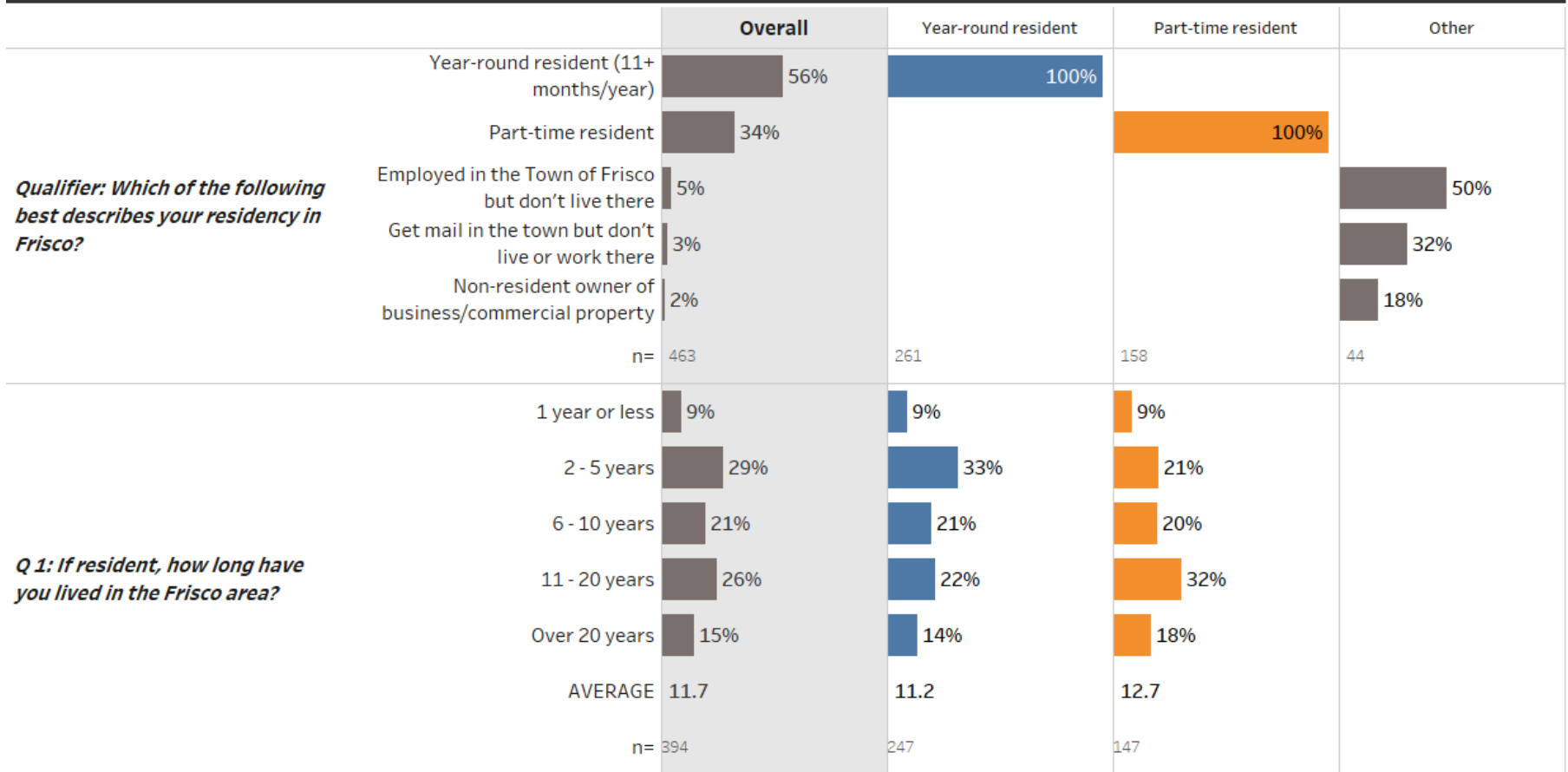
DEMOGRAPHICS



DEMOGRAPHIC PROFILE

Overall, 56% of respondents identified as year-round residents residing in Frisco 11+ months out of the year, while 34% were part-time (second homeowner) residents of Frisco, and the remaining 10% were in some other residency category. Respondents who are full-time Town of Frisco residents reported lower average time of residency in Frisco than part-time residents; averaging 11.2 years and 12.7 years respectively.

Frisco Parks Plan Survey | Data Overview By "Residency"



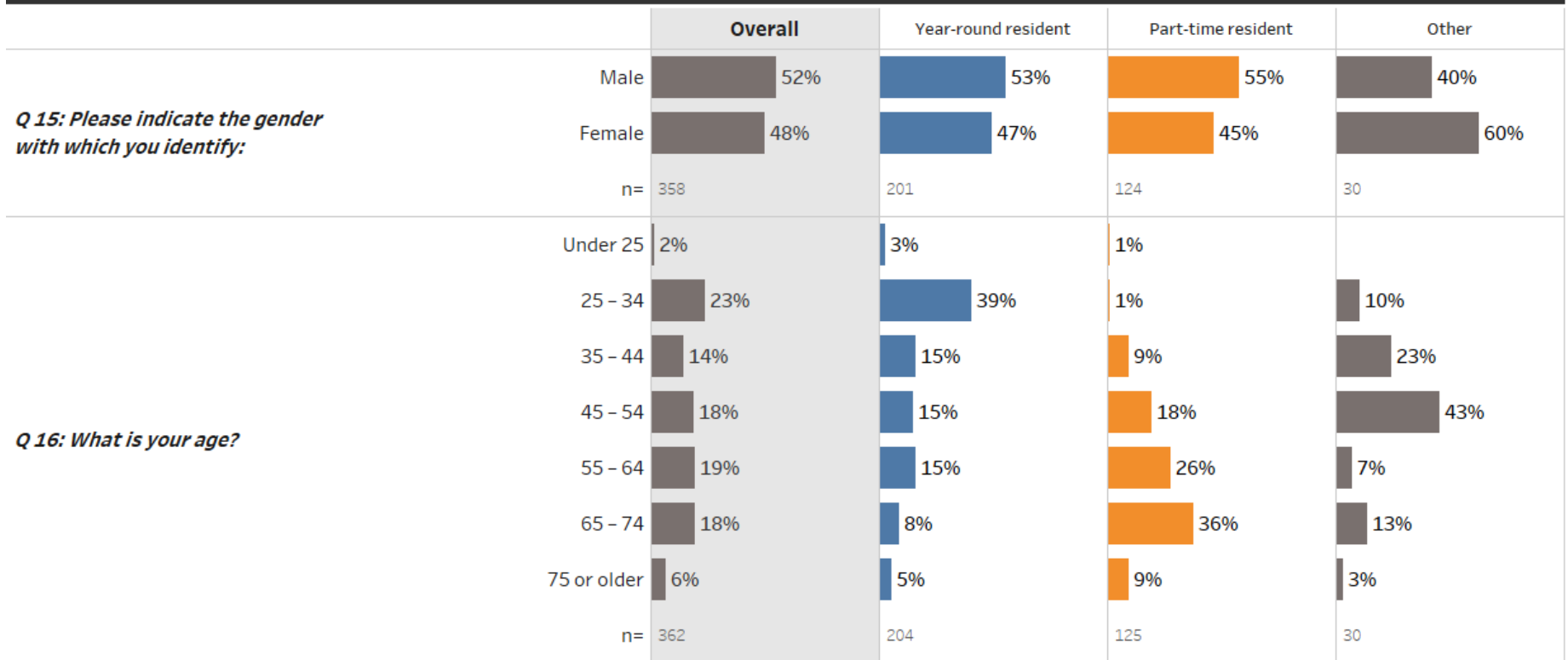
Source: RRC Associates



DEMOGRAPHIC PROFILE

The majority of respondents are male (52%) with 48% female. The age distribution of survey respondents is weighted based on U.S. Census data and it well represents the year-round residents in the Frisco community. For part-time residents, the age distribution is older, with 71% of respondents over the age of 55.

Frisko Parks Plan Survey | Demographics By "Residency"

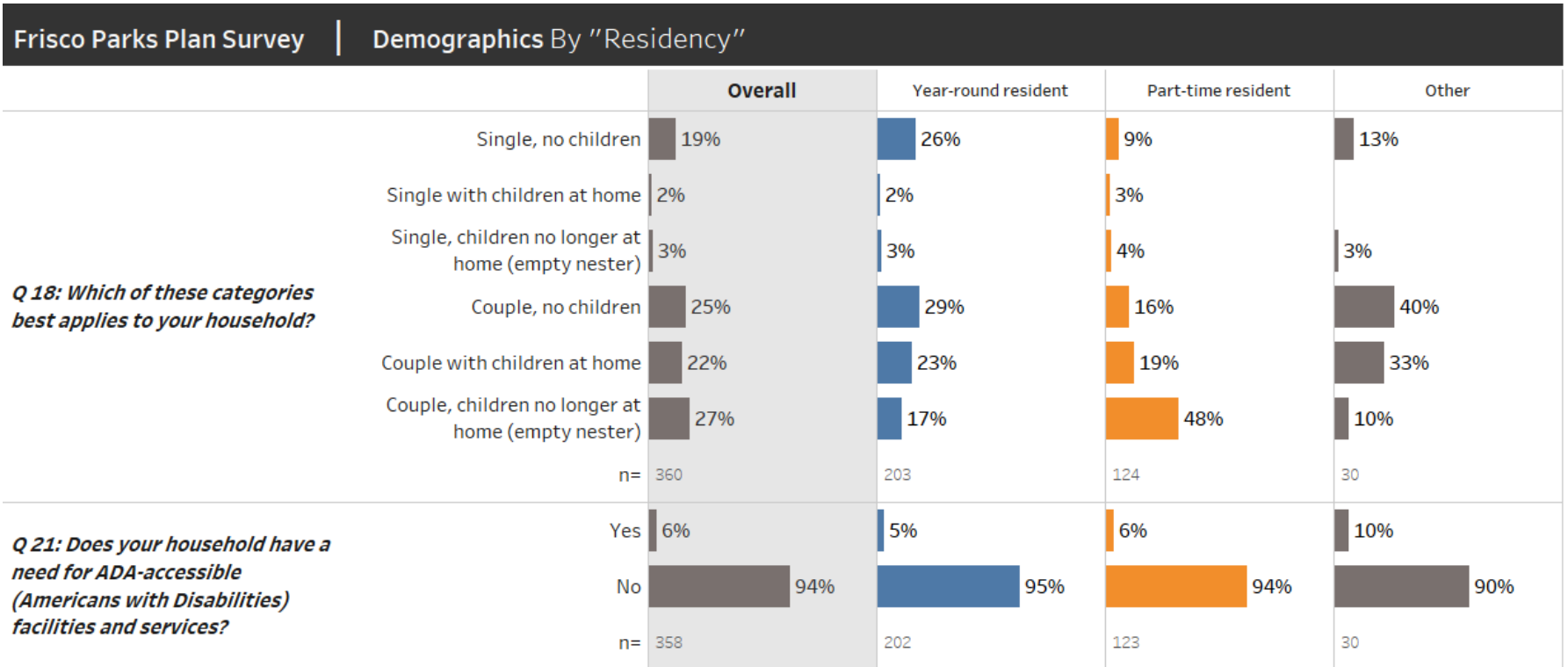


Source: RRC Associates



DEMOGRAPHIC PROFILE

Most year-round resident respondents are couples without children (29%), singles without children (14%), and couples with children (23%). Part-time residents are far more likely to be couples with children no longer at home (48%).



Source: RRC Associates



DEMOGRAPHIC PROFILE

About 2% of year-round resident respondents identify as Hispanic/Latino/Spanish origin with 3% of part-time resident respondents self identifying in this way. In total, 96% of respondents identify as White, 1% Asian, less than 1% American Indian/Alaskan Native, and 3% some other race. The distribution of race and ethnicity were roughly similar across resident categories.

Frisco Parks Plan Survey | Demographics By "Residency"

		Overall	Year-round resident	Part-time resident	Other
Q 22: Are you of Hispanic, Latino or Spanish origin?	Yes	2%	2%	3%	3%
	No	98%	98%	97%	97%
	n=	347	196	119	29
Q 23: What race do you consider yourself to be?	American Indian / Native American	0%	1%		
	Asian	1%	1%		3%
	White	96%	95%	98%	93%
	Other	3%	3%	2%	3%
	n=	351	197	122	29

Source: RRC Associates

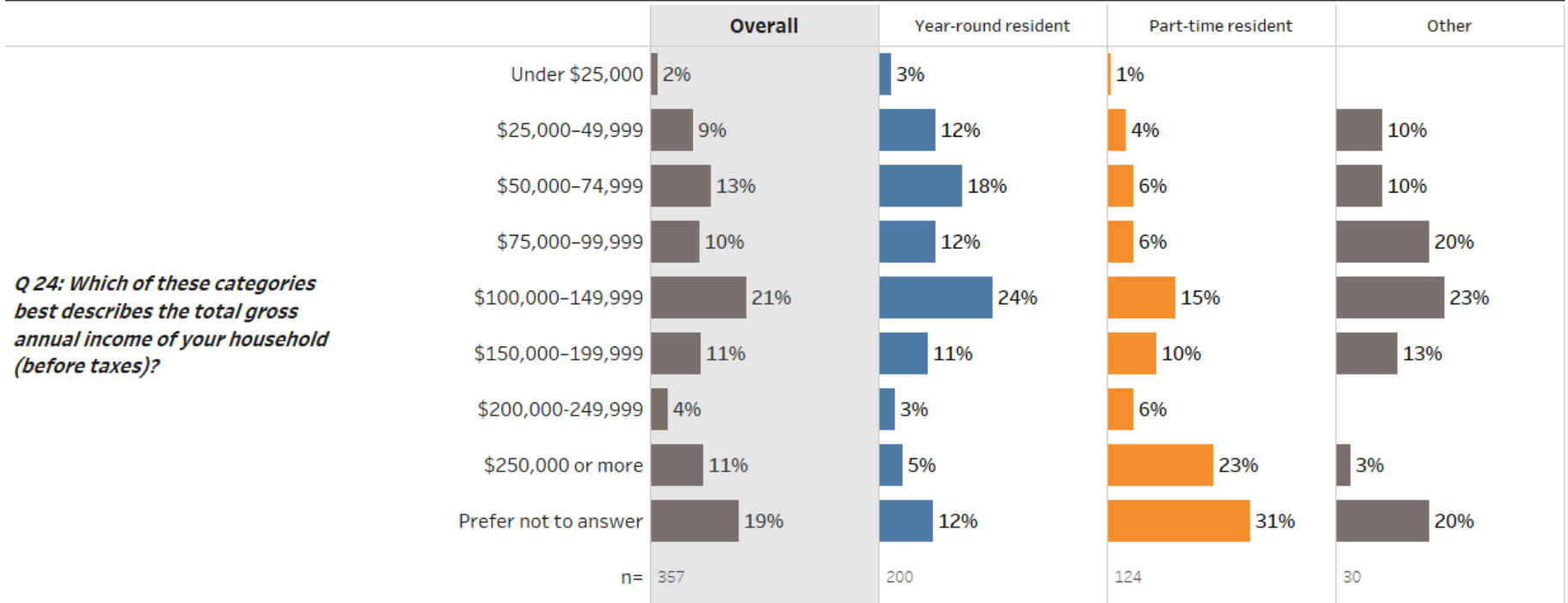


DEMOGRAPHIC PROFILE

Household income in year-round residents is most identified in the \$100,000-\$149,000 category (24%) with 18% earning \$50k-\$75k, and equal shares (12%) earning either \$25k-\$49k and \$75k-\$99K.

Part-time residents report higher household incomes with the largest share reporting \$250k or more (23%). Part-time residents were also more likely to decline providing household income (31%).

Frisco Parks Plan Survey | Demographics By "Residency"



Source: RRC Associates



IMPORTANCE AND SATISFACTION

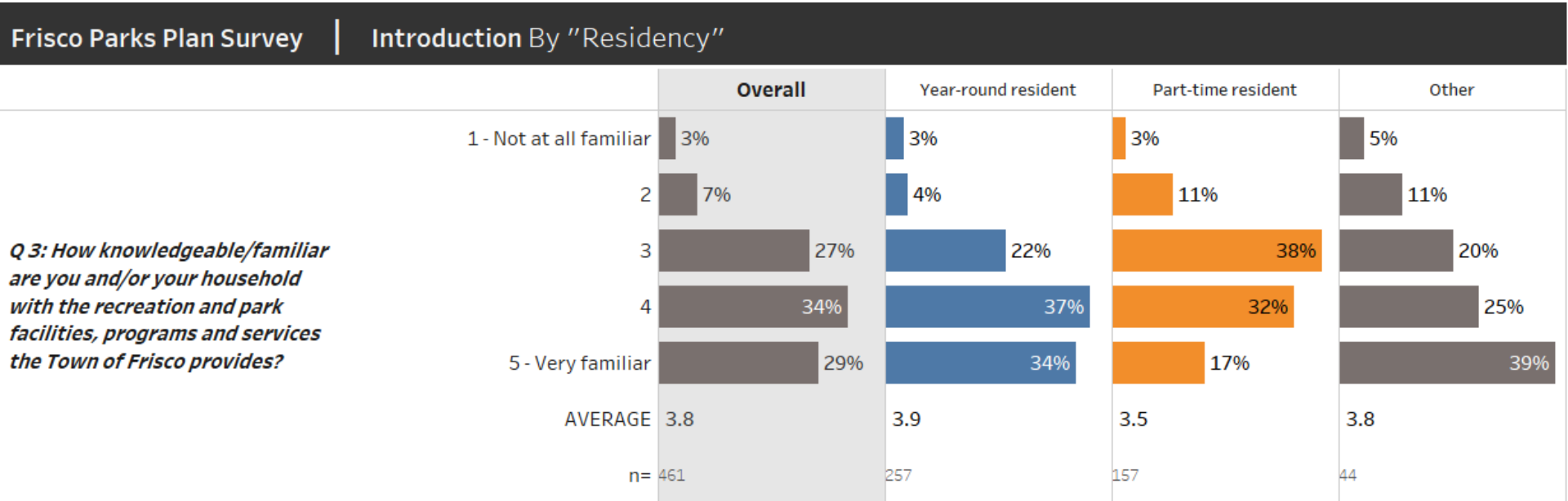


FAMILIARITY WITH PARKS AND RECREATION

The survey asked about familiarity with the recreation and park facilities, programs and services in Frisco. On a 5-point scale of familiarity with Frisco parks and recreation offerings, year-round residents are quite familiar. Approximately 93% of year-round residents rated their familiarity either a 3, 4, or 5.

Part-time residents were slightly less familiar than the full-time segment, with the majority of respondents (38%) rating their familiarity a 3, but overall felt familiar with the offerings.

Those who live outside of Frisco (shown below as other), also rated themselves with high levels of familiarity, with the largest share (39%) rating themselves a 5.



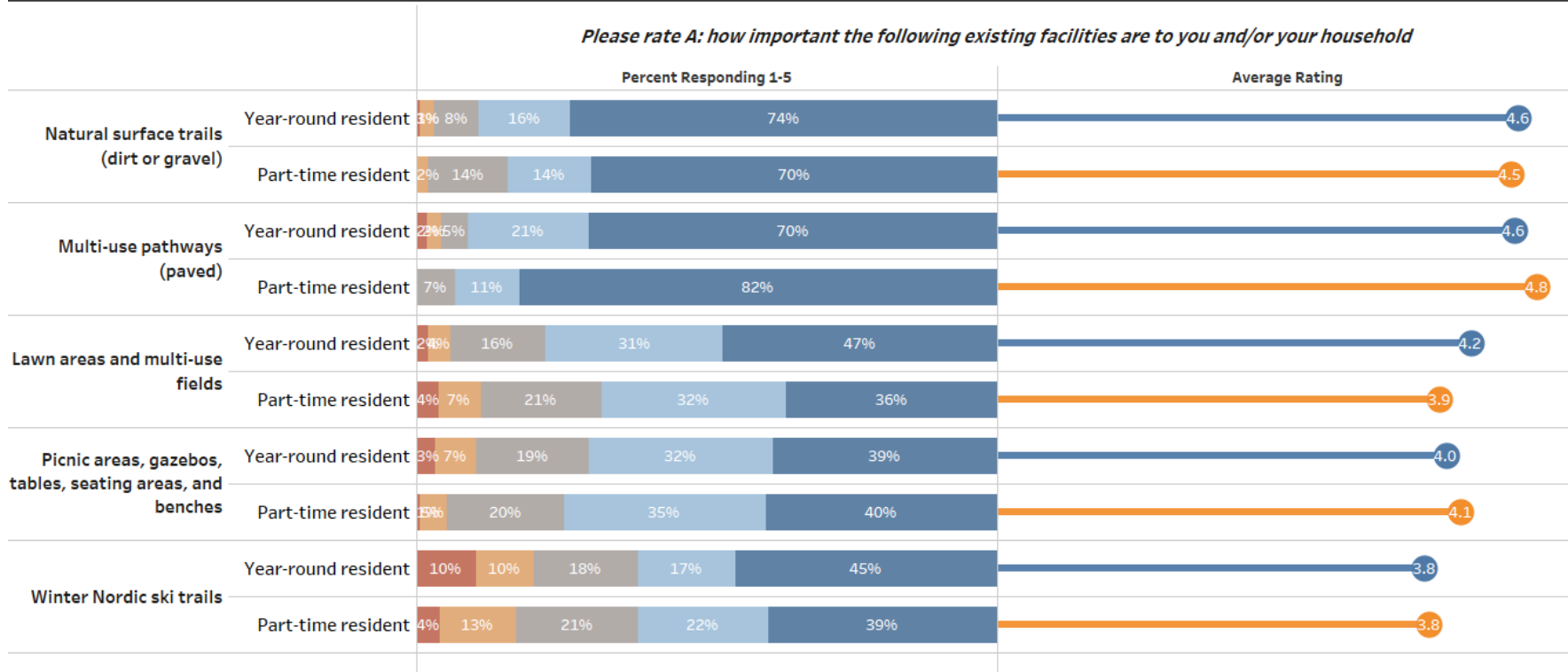
Source: RRC Associates



IMPORTANCE OF EXISTING FACILITIES - PART 1

Respondents were asked to rate the importance of 15 existing facilities in Frisco. In general, year-round and part-time residents provided similar ratings of importance and most 10 of the 15 categories rated received average ratings of 3 or greater. The most important facilities to year-round residents were natural surface trails (average rating of 4.6) and multi-use pathways (paved) (4.6), both of which were also rated as very important by part-time residents. Multi-use pathways received the highest rating of all ratings from year-round residents. Both segments of respondents also rated lawn areas and multi-use fields (4.2), picnic and gathering areas (4.0), and winter Nordic ski trails (3.8) as highly important.

Frisco Parks Plan Survey | Current Use and Satisfaction By "Residency" – Sorted by avg. rating by year-round residents



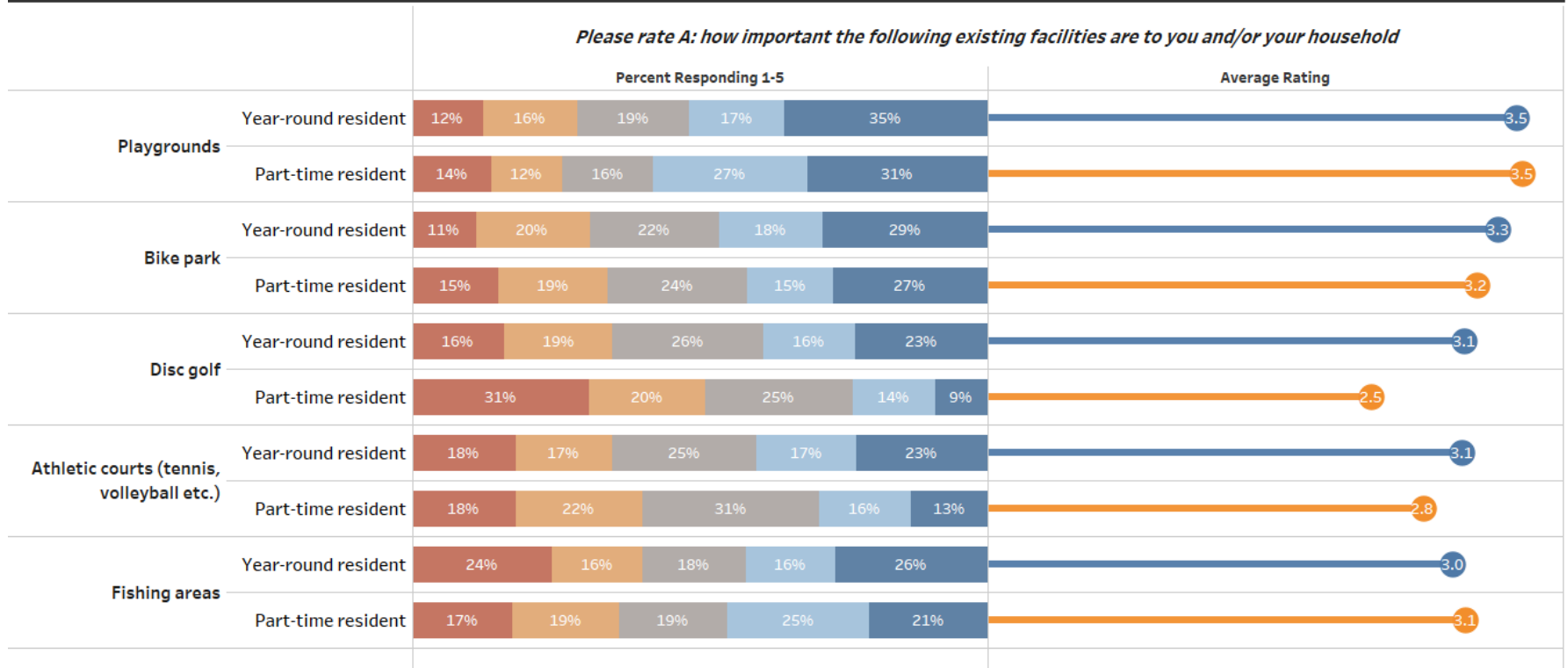
Source: RRC Associates



IMPORTANCE OF EXISTING FACILITIES - PART 2

Facilities that year-round residents rated as moderate importance included playgrounds (3.5), bike park (3.3), disc golf (3.1), athletic courts (3.1), and fishing areas (3.0). For most categories, part-time residents provided similar ratings, but gave relatively lower ratings for disc golf (0.6 point lower average) and athletic courts (0.3 lower average).

Frisco Parks Plan Survey | Current Use and Satisfaction By "Residency" – Sorted by avg. rating by year-round residents



Source: RRC Associates

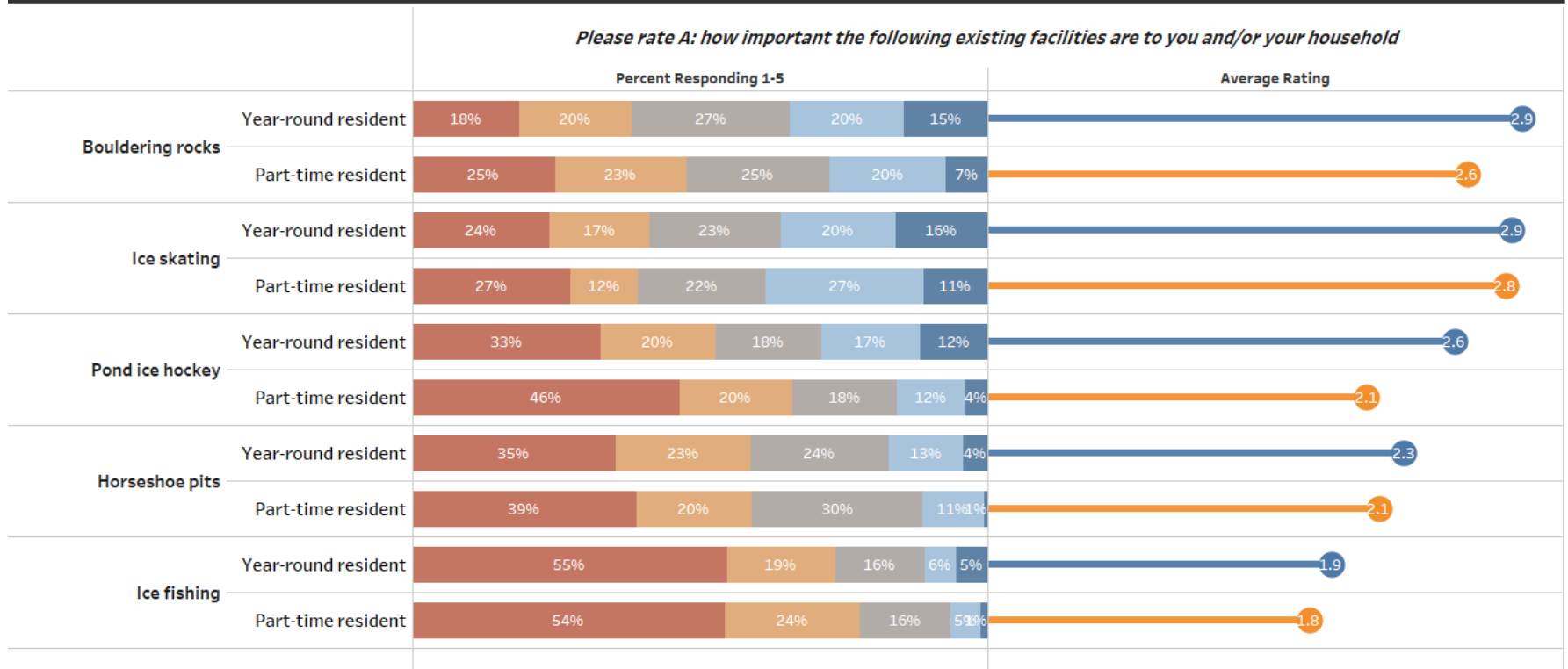


IMPORTANCE OF EXISTING FACILITIES - PART 3

Facilities that respondents rated a relatively lower importance included bouldering rocks (2.9 by year-round residents), ice skating (2.9), pond ice hockey (2.6), horseshoe pits (2.3), and ice fishing (1.9). Part-time residents provided similar ratings on all facilities except for bouldering rocks (0.3 lower average) and pond ice hockey (0.5 lower average).

These findings should be considered with some caution. While average ratings may be relatively lower when measured through responses from all survey participants, some facilities in the lower tier are of very high importance to segments of the community and the desires of these minority interest groups should be considered in evaluations.

Frisco Parks Plan Survey | Current Use and Satisfaction By "Residency" – Sorted by avg. rating by year-round residents

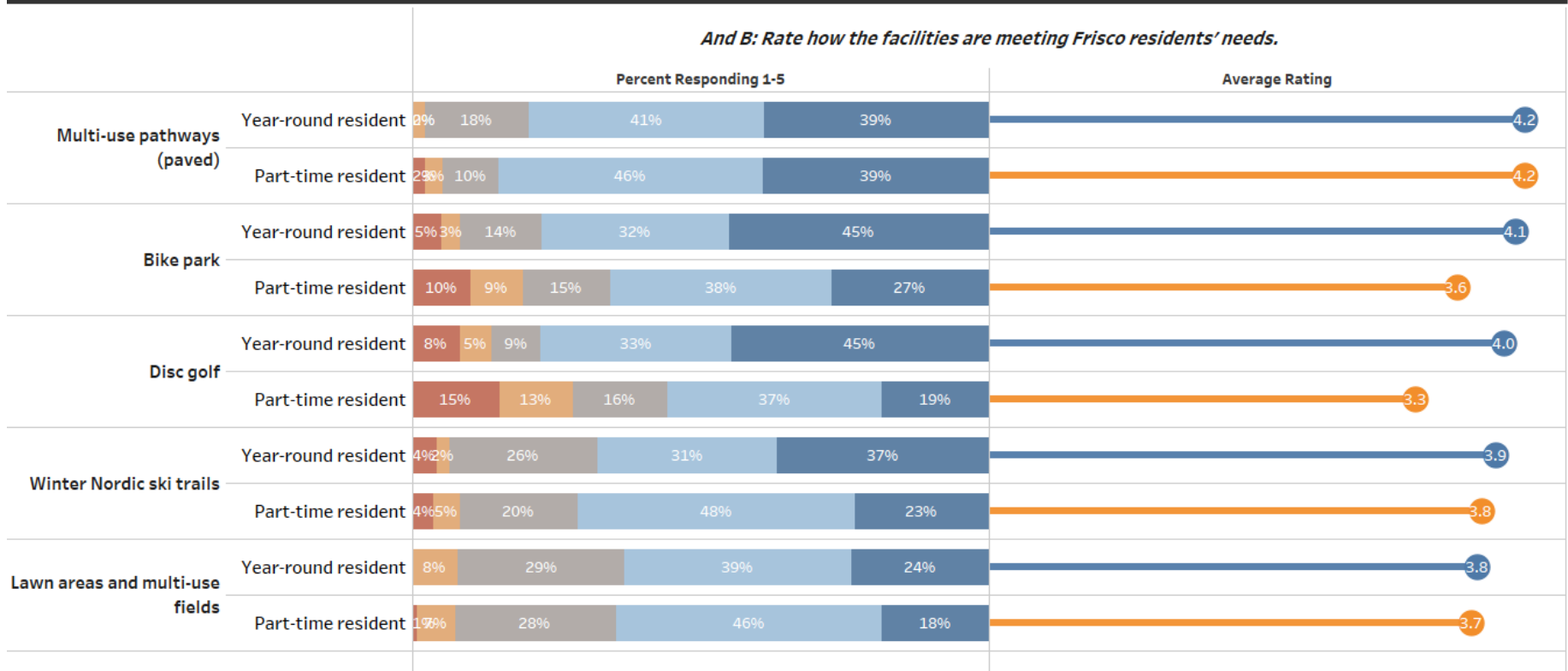


Source: RRC Associates

NEEDS MET BY CURRENT OFFERINGS - PART 1

Respondents were then asked to rate how well these facilities are meeting the needs of Frisco’s residents. Year-round residents rated paved multi-use pathways (4.2), the bike park (4.1), and disc golf (4.0) as best meeting the needs of residents. These facilities were closely followed by winter Nordic ski trails (3.9) and lawn areas and multi-use fields (3.8). Part-time residents provided lower ratings for the bike park (0.5 lower average) and disc golf (0.7 lower average).

Frisco Parks Plan Survey | Current Use and Satisfaction By "Residency" – Sorted by avg. rating by year-round residents

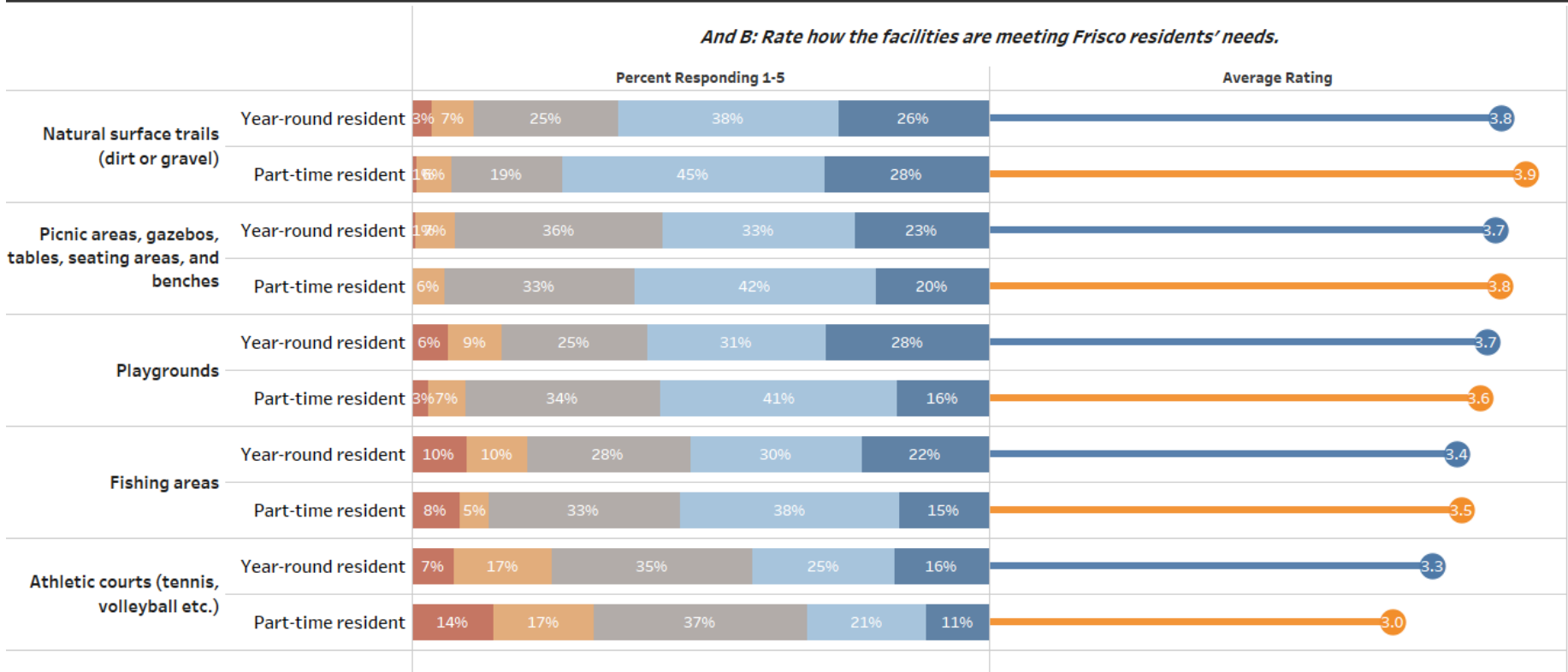


Source: RRC Associates

NEEDS MET BY CURRENT OFFERINGS - PART 2

The middle tier of responses in terms of ratings of needs met by year-round residents included natural surface trails (3.8), picnic and gathering areas (3.7), fishing areas (3.4), and athletic courts (3.3). Generally part-time residents provided similar ratings, but provided lower ratings for athletic courts (0.3 lower average).

Frisco Parks Plan Survey | Current Use and Satisfaction By "Residency" – Sorted by avg. rating by year-round residents

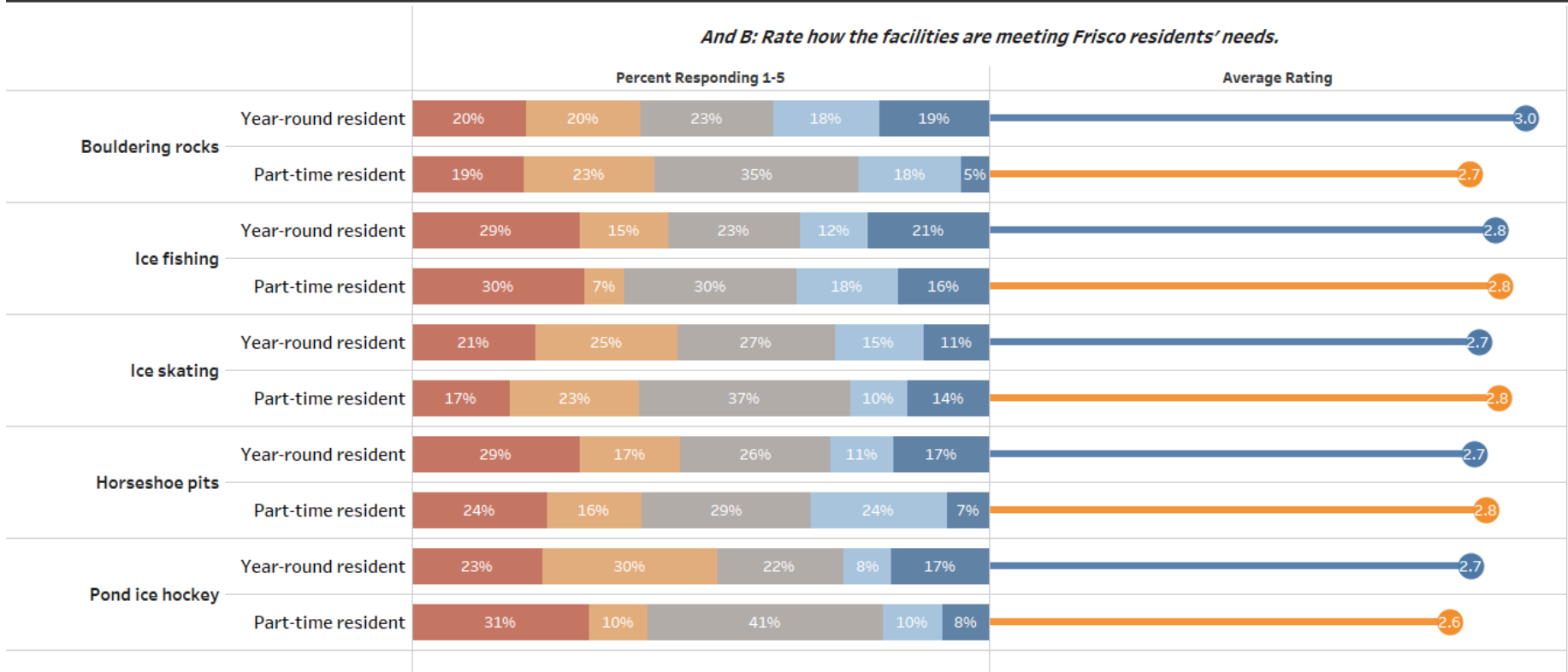


Source: RRC Associates

NEEDS MET BY CURRENT OFFERINGS - PART 3

The lowest tier of year-round resident ratings of needs met included bouldering rocks (3.0), ice fishing (2.8), ice skating (2.7), horseshoe pits (2.7), and pond ice hockey (2.7). Part-time residents provided similar ratings for these facilities, but provided lower ratings for bouldering rocks (0.3 lower average).

Frisco Parks Plan Survey | Current Use and Satisfaction By "Residency" – Sorted by avg. rating by year-round residents



Source: RRC Associates



IMPORTANCE-PERFORMANCE MATRIX

Survey results from the previous questions are combined in a graphic illustration that shows the “importance” of facilities on the Y-axis and the “needs met” ratings on the X-axis. As described below, these matrices provide a means to evaluate potential priorities based on survey data.

High importance/ Low needs met

These are key areas for potential improvements. Improving these facilities/programs would likely positively affect the degree to which community needs are met overall.

High importance/ High needs met

These amenities are important to most respondents and should be maintained in the future, but are less of a priority for improvements as needs are currently being adequately met.

These “niche” facilities/programs have a small but passionate following, so measuring participation when planning for future improvements may prove to be valuable.

Low importance/ Low needs met

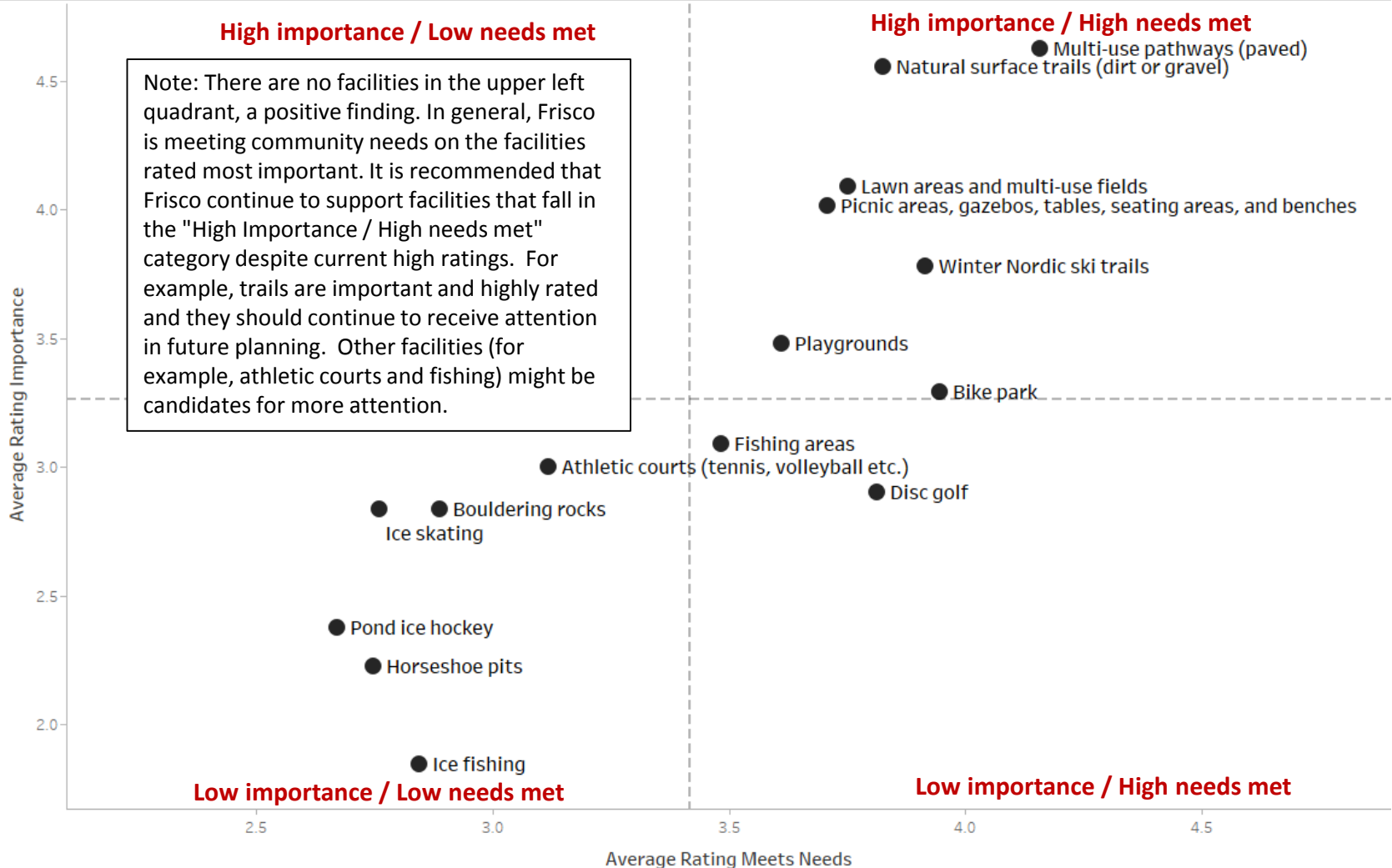
Current levels of support appear to be adequate. Future discussions evaluating whether the resources supporting these facilities/programs outweigh the benefits may be constructive.

Low importance/ High needs met



IMPORTANCE-PERFORMANCE MATRIX (INVITE)

Frisco Parks Plan Survey | Level of Importance vs. Needs Met for Current Facilities



Source: RRC Associates



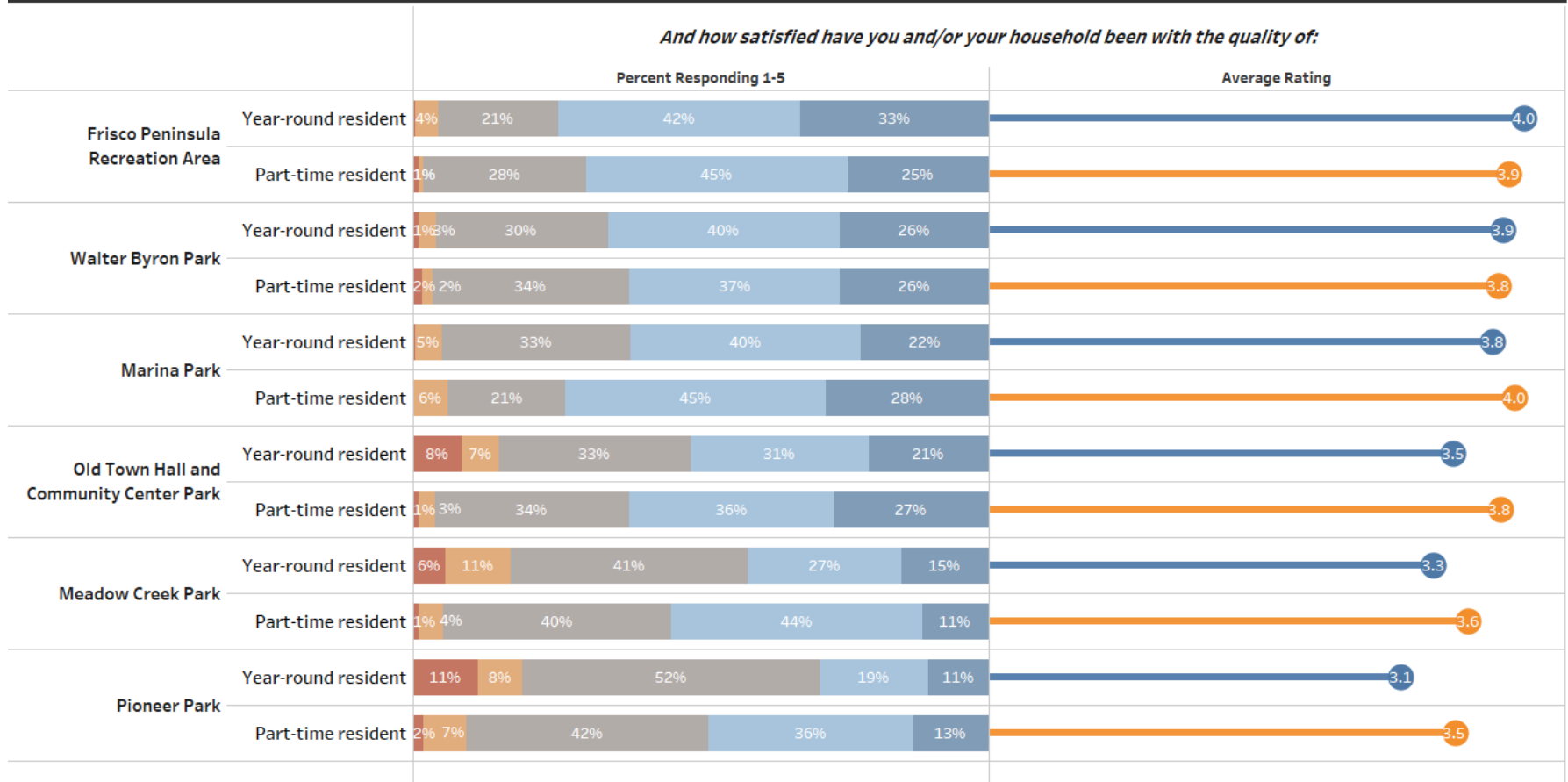
PARKS FACILITIES: USE AND SATISFACTION



PARK QUALITY AND SATISFACTION

Overall, both year-round and part-time residents report high satisfaction with the parks in the Town of Frisco. Frisco Peninsula Recreation Area and Walter Byron Park received the highest average ratings from year-round residents, while Marina Park and Frisco Peninsula Recreation Area received the highest average ratings from part-time residents.

Frisco Parks Plan Survey | All By "Residency" – Sorted by avg. rating by year-round residents



Source: RRC Associates



FRISCO PENINSULA RECREATION AREA

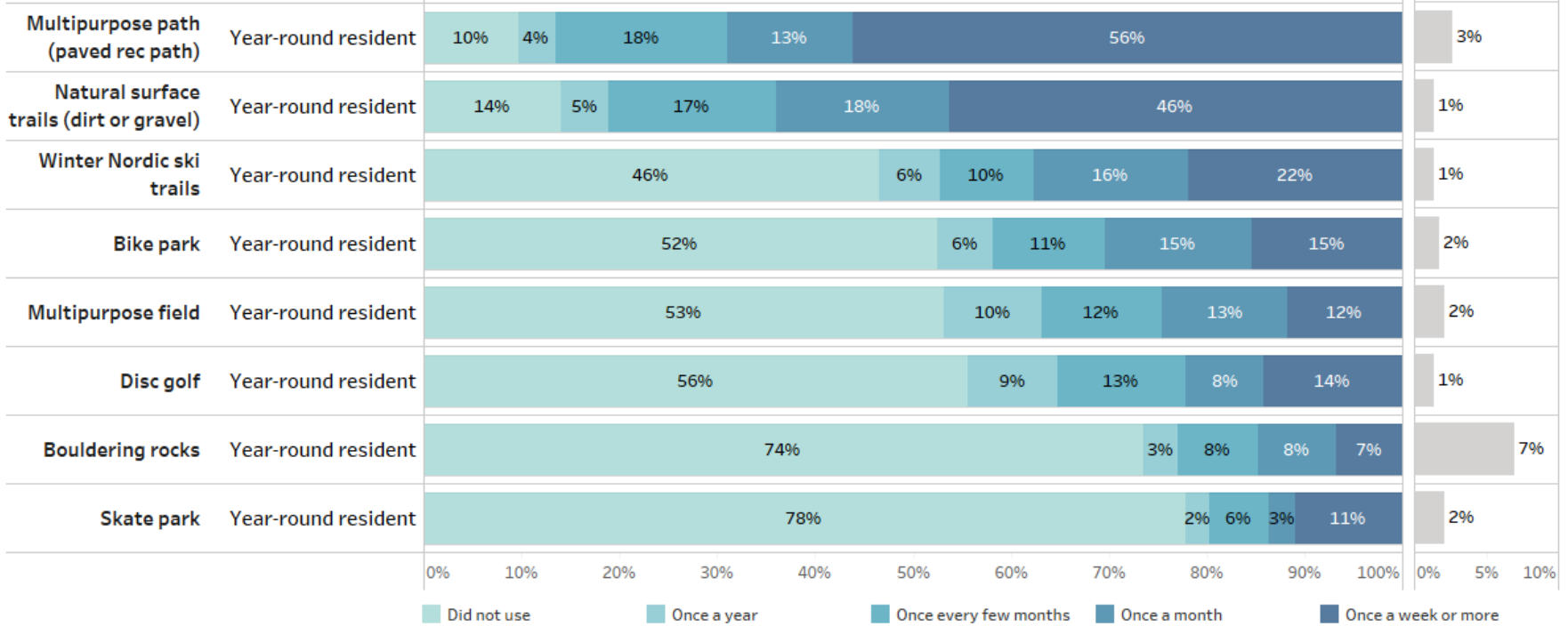
Frisco Parks Plan Survey

Frisco Peninsula Recreation Area: Year-round resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Frisco Peninsula Recreation Area?

Percent Total excl. Don't Know

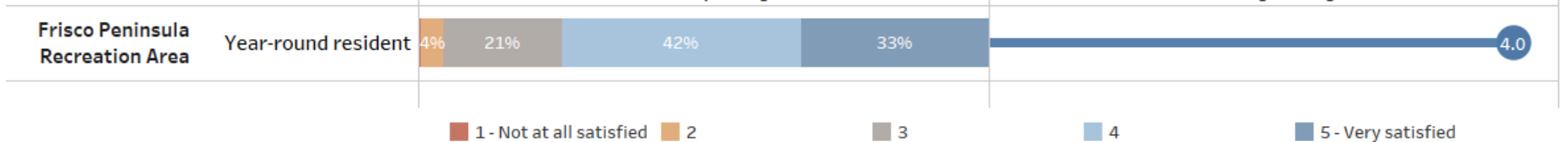
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating





FRISCO PENINSULA RECREATION AREA

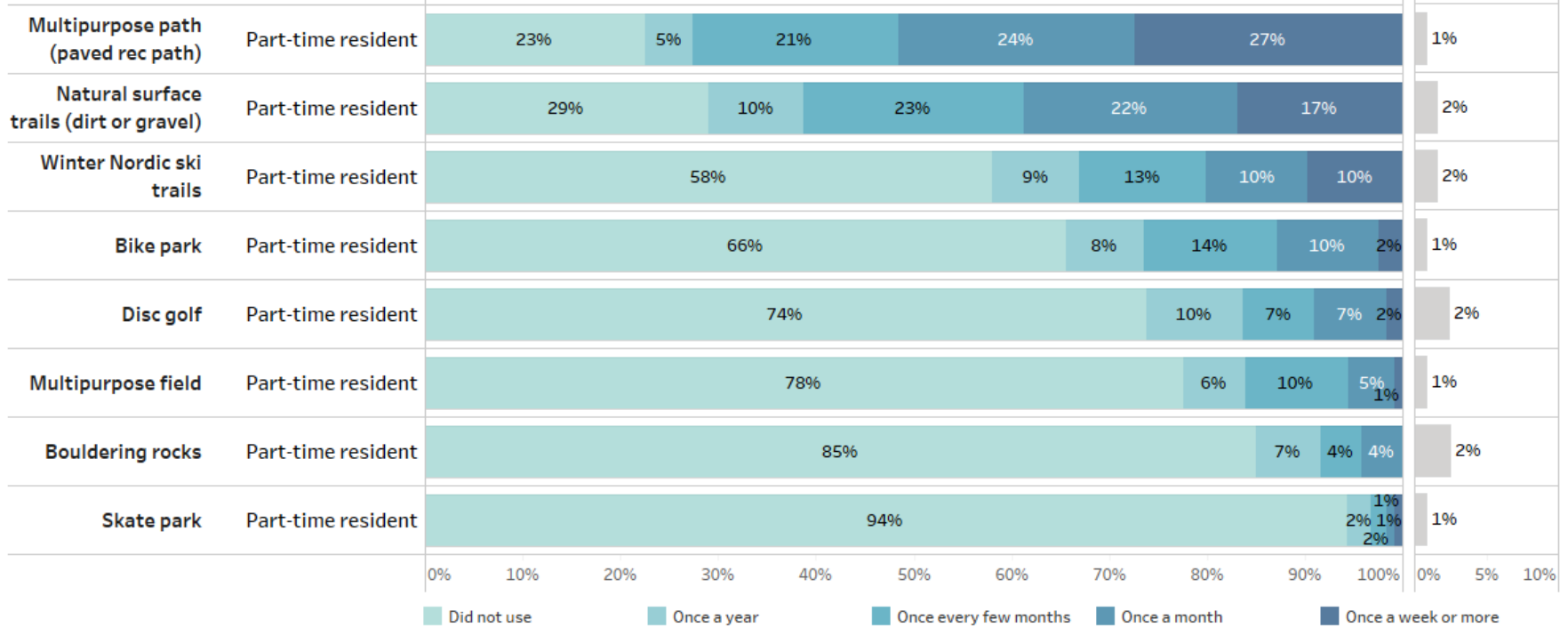
Frisco Parks Plan Survey

Frisco Peninsula Recreation Area: Part-time resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Frisco Peninsula Recreation Area?

Percent Total excl. Don't Know

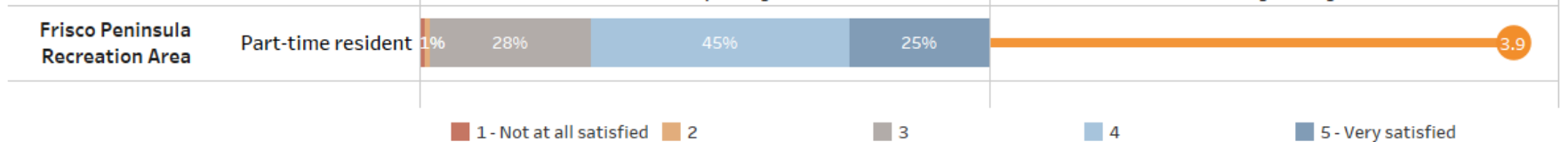
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating





FRISCO PENINSULA RECREATION AREA - COMMENTS

After, providing ratings for each park, respondents were offered the opportunity to provide suggestions or comments regarding each park through an open ended question. For Frisco Peninsula Recreation Area, comments frequently praised the area for its accessibility and variety of activities. Suggestions for future improvements included added amenities such as playgrounds, dog parks, and additional outdoor facilities such as bathrooms, fountains, and covered shelters.



Word cloud generated from the top 50 words in all comments received.



WALTER BYRON PARK

Frisco Parks Plan Survey | Walter Byron Park: Year-round resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Walter Byron Park?

Percent Total excl. Don't Know

% Don't Know

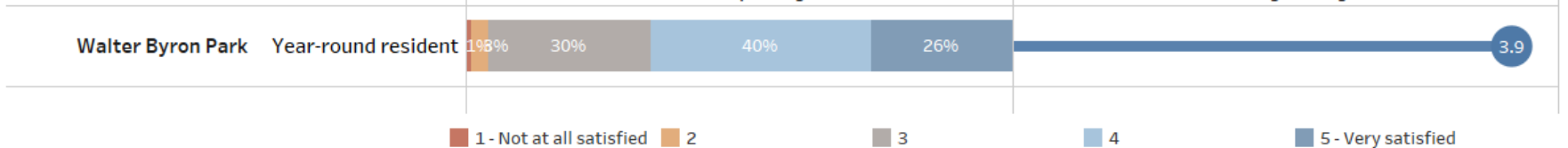


Legend: Did not use, Once a year, Once every few months, Once a month, Once a week or more

And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating



Legend: 1 - Not at all satisfied, 2, 3, 4, 5 - Very satisfied



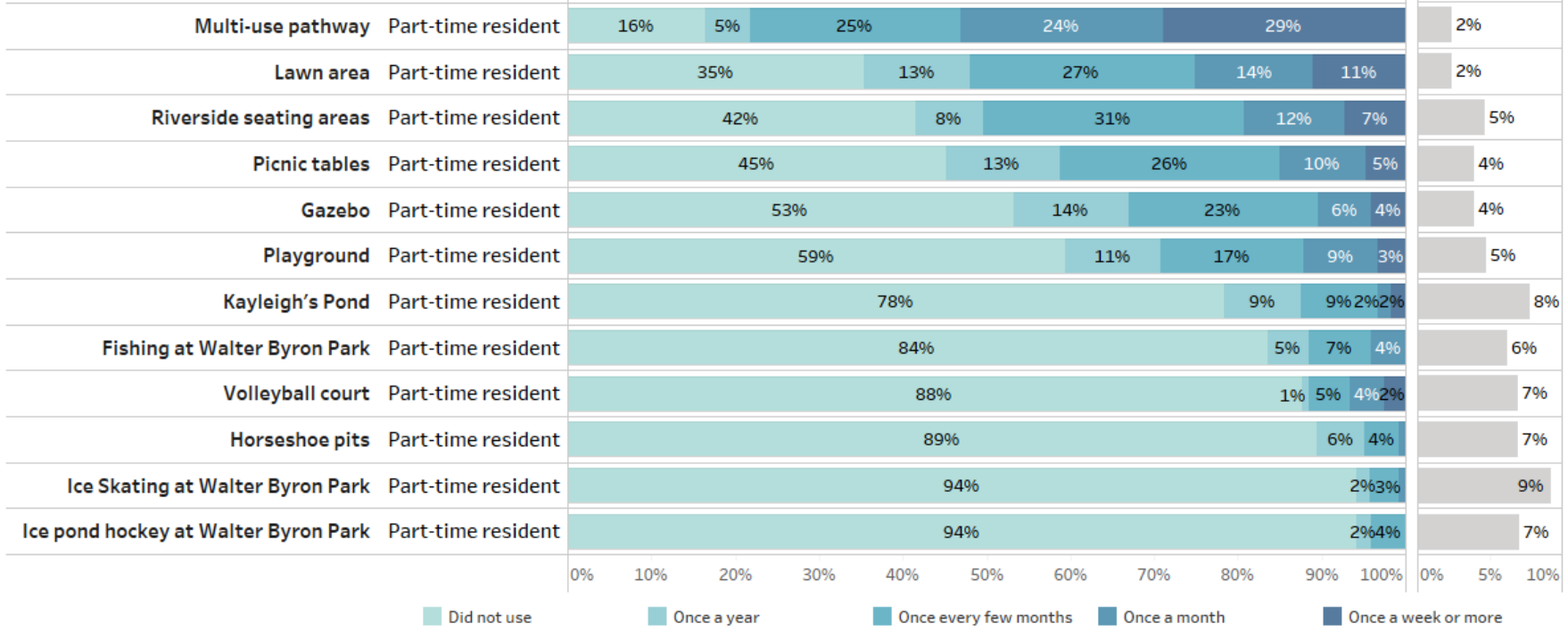
WALTER BYRON PARK

Frisco Parks Plan Survey | Walter Byron Park: Part-time resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Walter Byron Park?

Percent Total excl. Don't Know

% Don't Know

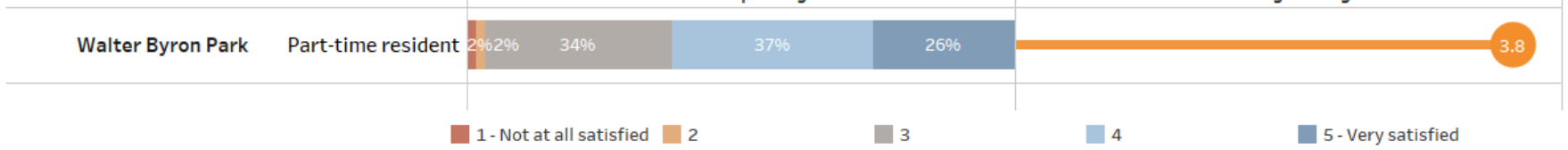


Legend: Did not use (lightest teal), Once a year (light teal), Once every few months (medium teal), Once a month (darker teal), Once a week or more (darkest teal)

And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating



Legend: 1 - Not at all satisfied (lightest brown), 2 (light brown), 3 (medium brown), 4 (light blue), 5 - Very satisfied (darker blue)



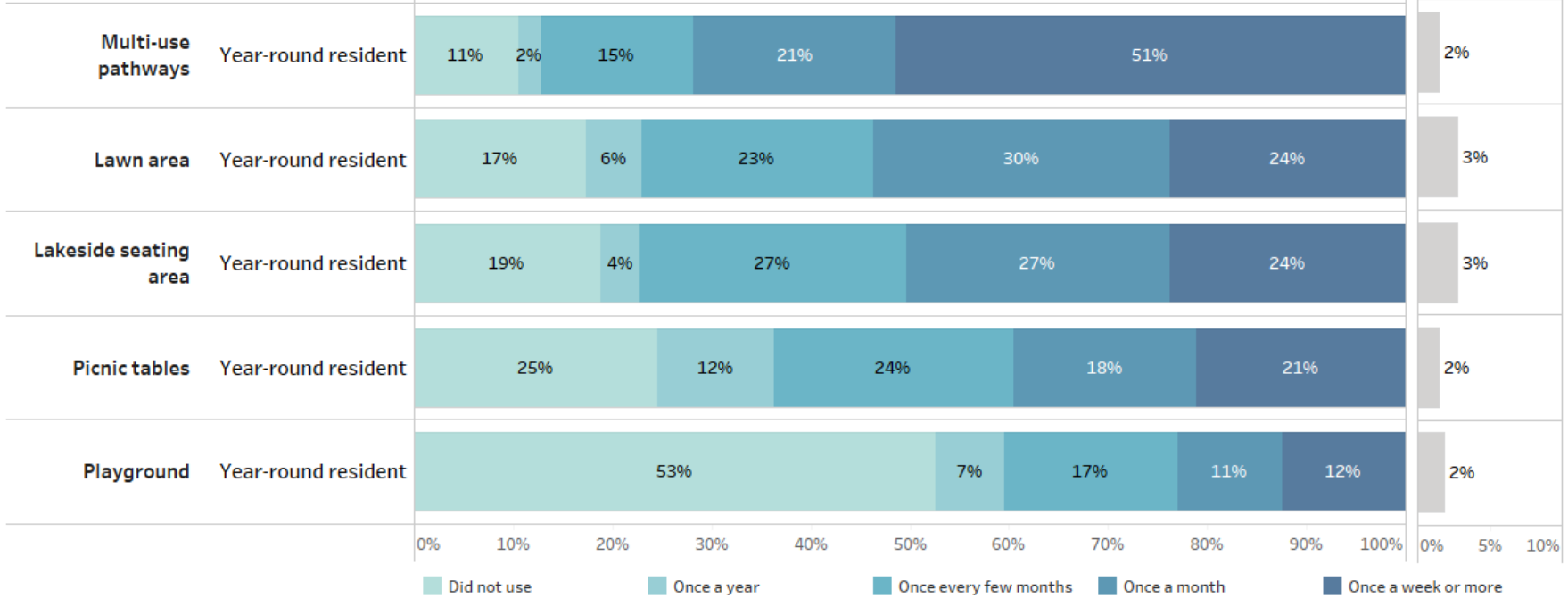
MARINA PARK

Frisco Parks Plan Survey | Marina Park: Year-round resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Marina Park?

Percent Total excl. Don't Know

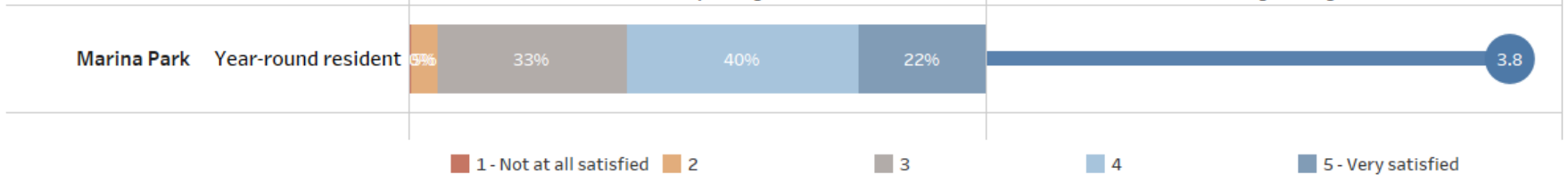
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating





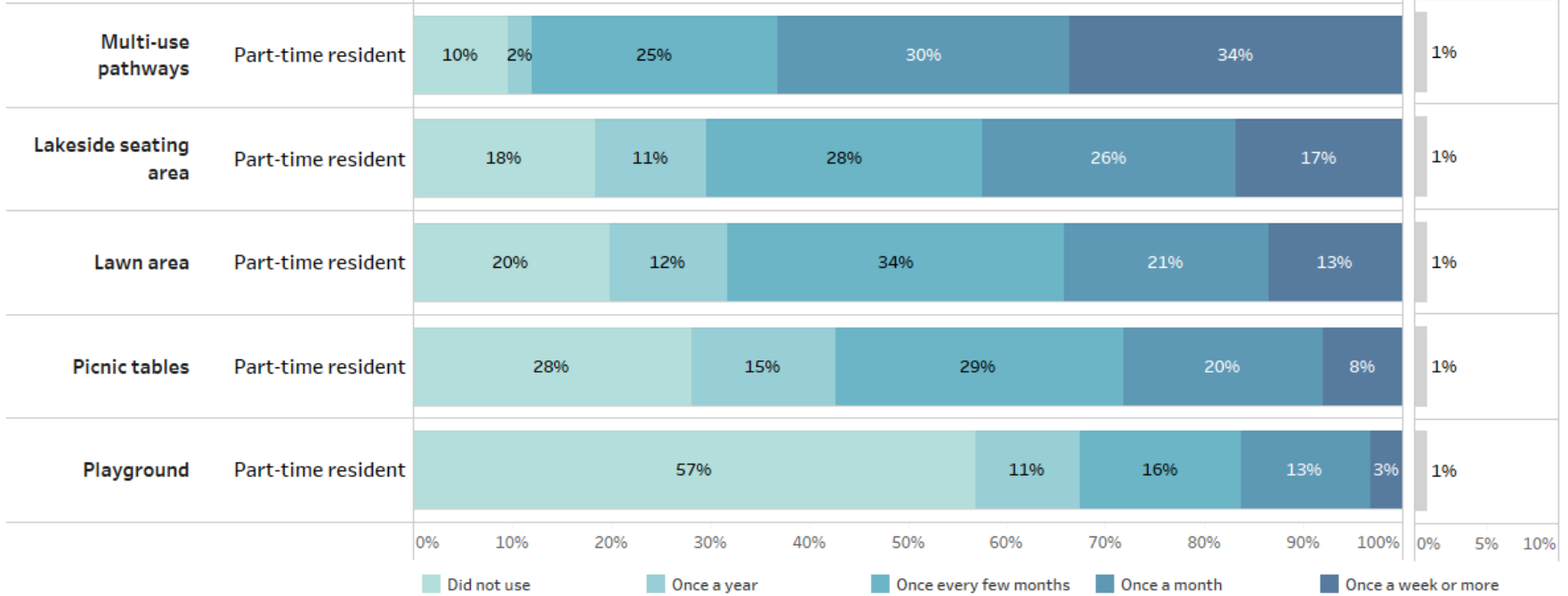
MARINA PARK

Frisco Parks Plan Survey | Marina Park: Part-time resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Marina Park?

Percent Total excl. Don't Know

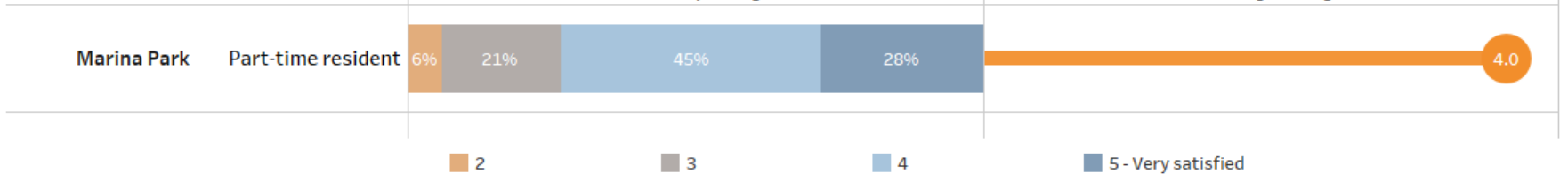
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating





OLD TOWN HALL AND COMMUNITY CENTER PARK

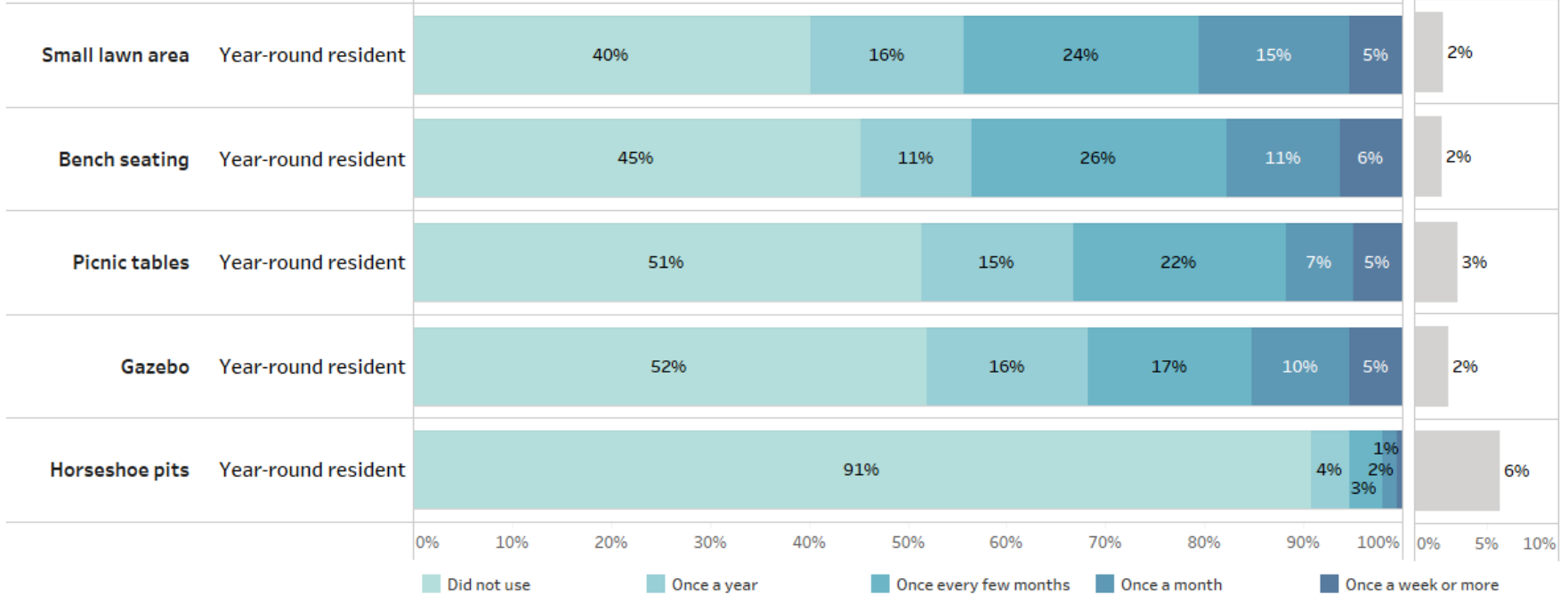
Frisco Parks Plan Survey

Old Town Hall and Community Center Park: Year-round resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Old Town Hall and Community Center Park?

Percent Total excl. Don't Know

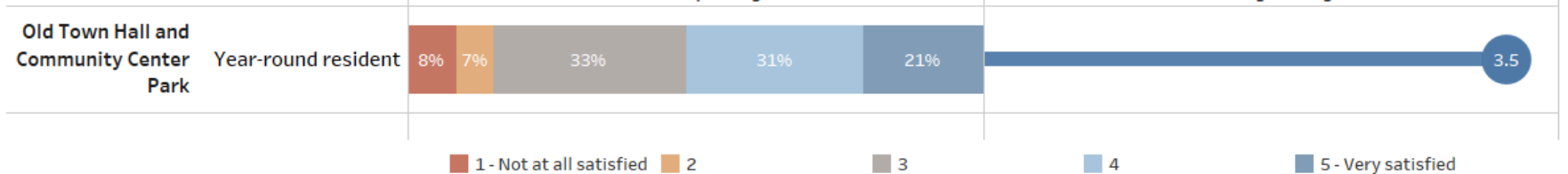
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating





OLD TOWN HALL AND COMMUNITY CENTER PARK

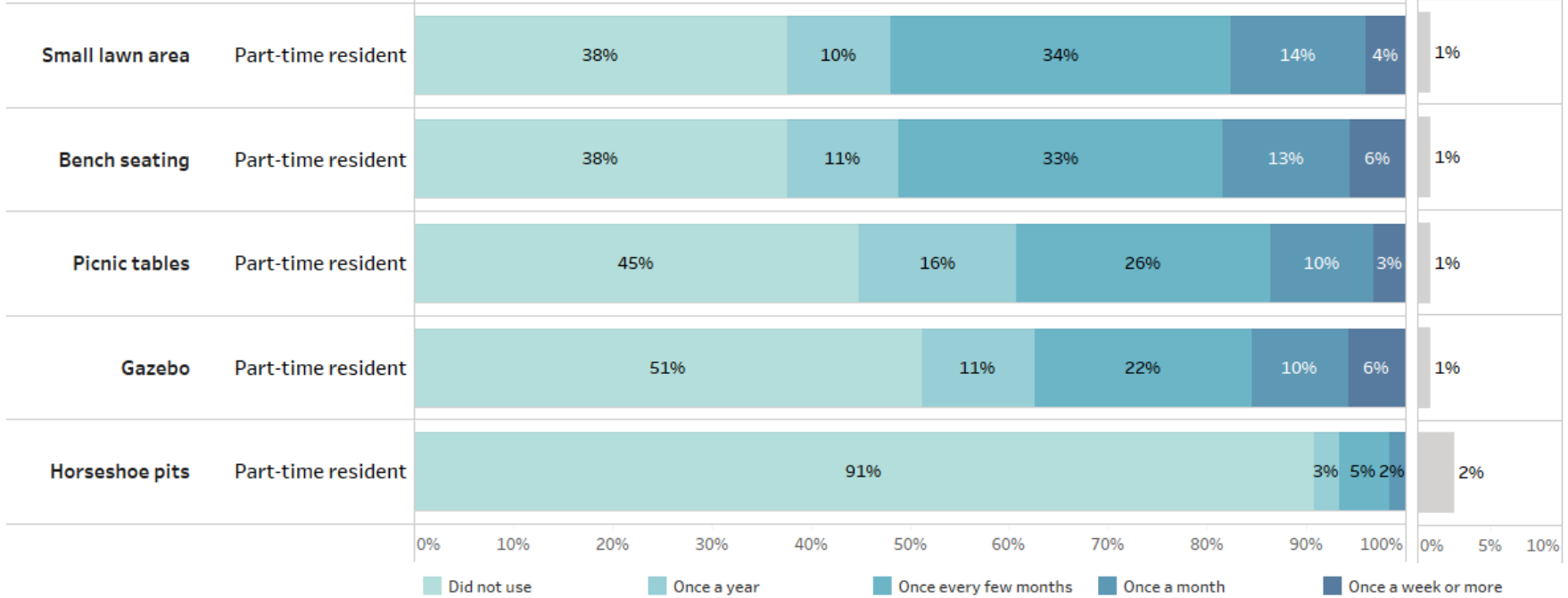
Frisco Parks Plan Survey

Old Town Hall and Community Center Park: Part-time resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Old Town Hall and Community Center Park?

Percent Total excl. Don't Know

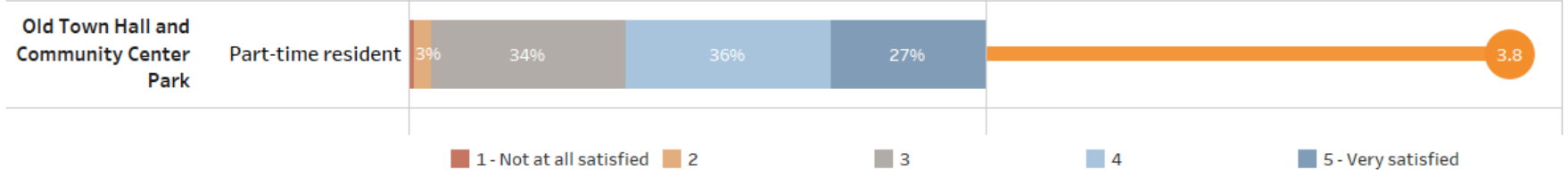
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating





MEADOW CREEK PARK

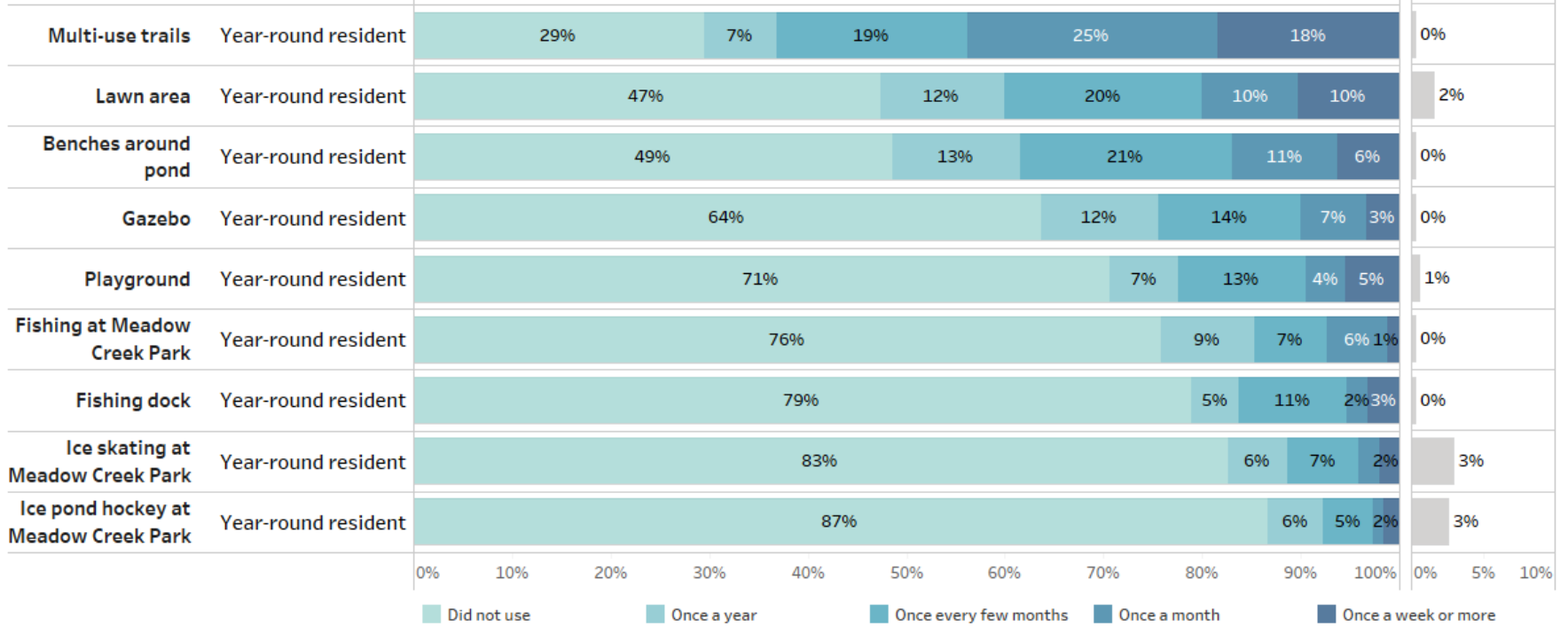
Frisco Parks Plan Survey

Meadow Creek Park: Year-round resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Meadow Creek Park?

Percent Total excl. Don't Know

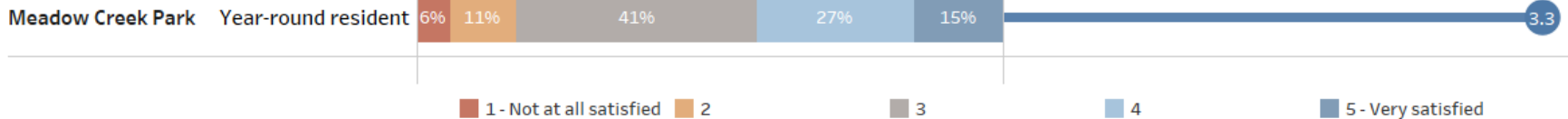
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating





MEADOW CREEK PARK

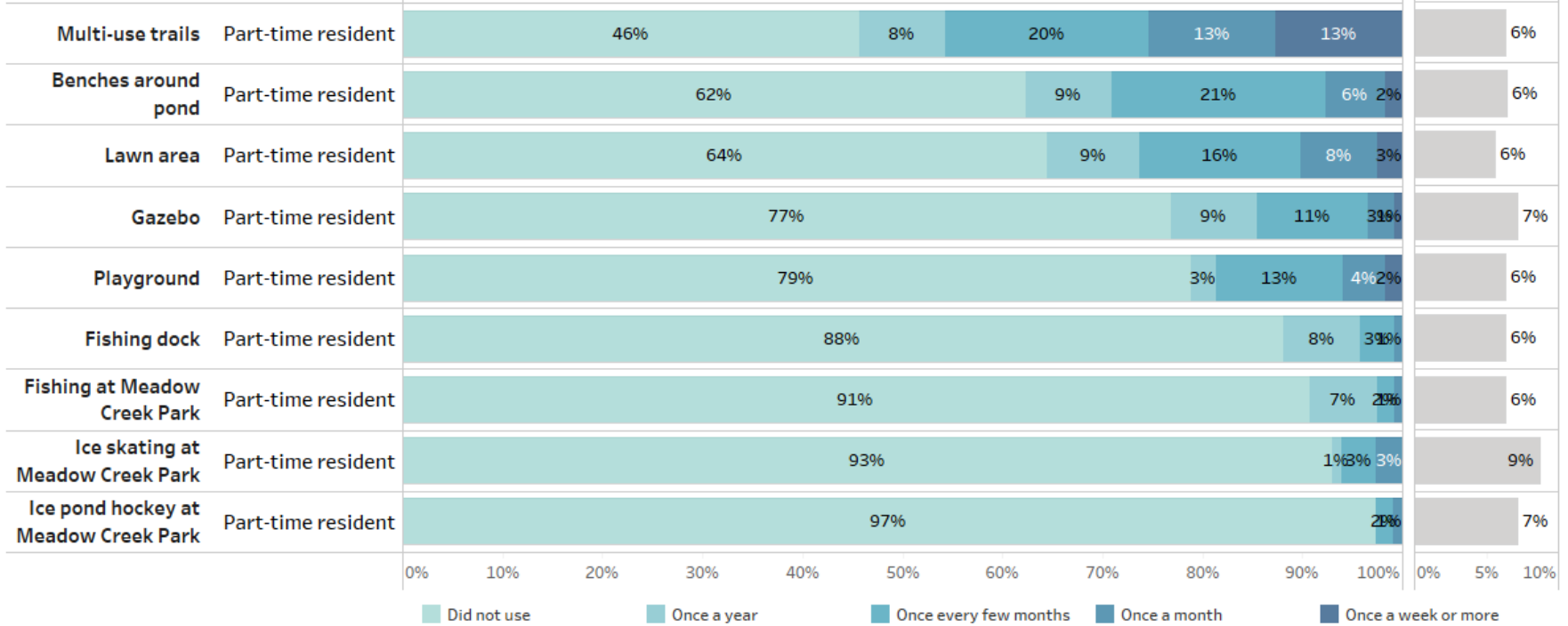
Frisco Parks Plan Survey

Meadow Creek Park: Part-time resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Meadow Creek Park?

Percent Total excl. Don't Know

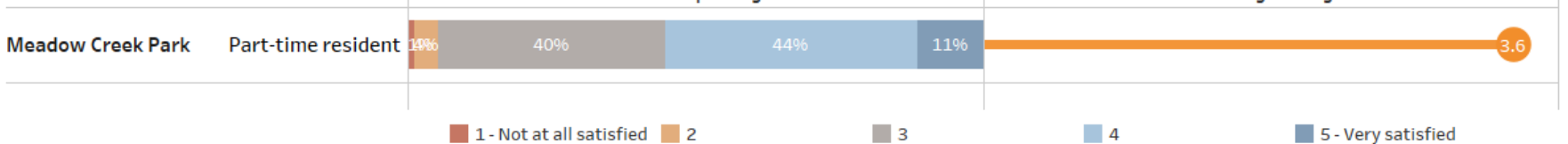
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating





MEADOW CREEK PARK - COMMENTS

In response to the open ended question for Meadow Creek Park, many commenters expressed concerns for homelessness and perceived safety. Other comments express a lack of knowledge about the park and the activities that are offered.



Word cloud generated from the top 50 words in all comments received.



PIONEER PARK

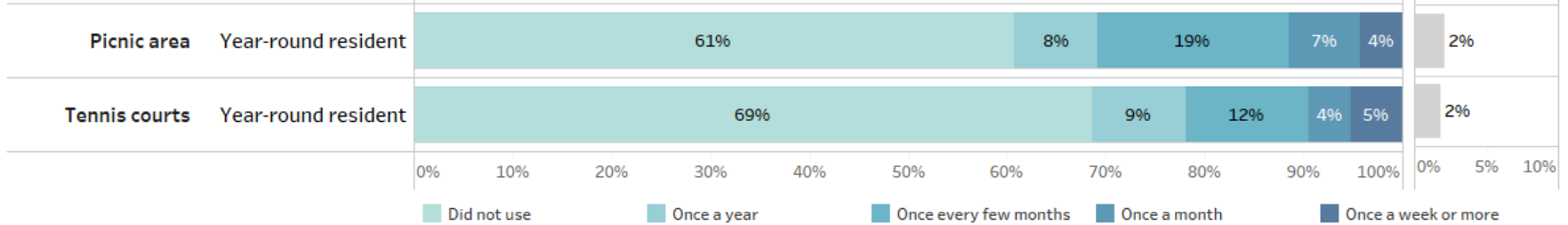
Frisco Parks Plan Survey

Pioneer Park: Year-round resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Pioneer Park?

Percent Total excl. Don't Know

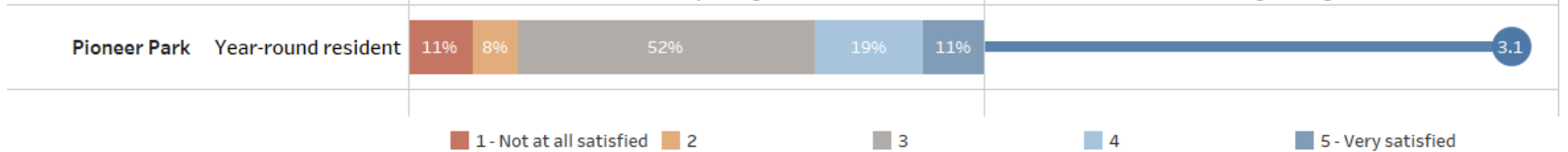
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating





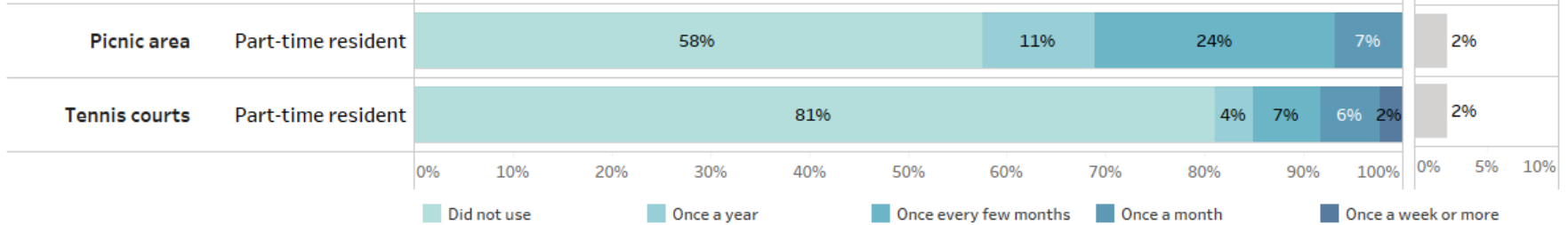
PIONEER PARK

Frisco Parks Plan Survey | Pioneer Park: Part-time resident responses

In the past 12 months, how frequently have you and/or your household used or participated in the following facilities and activities at Pioneer Park?

Percent Total excl. Don't Know

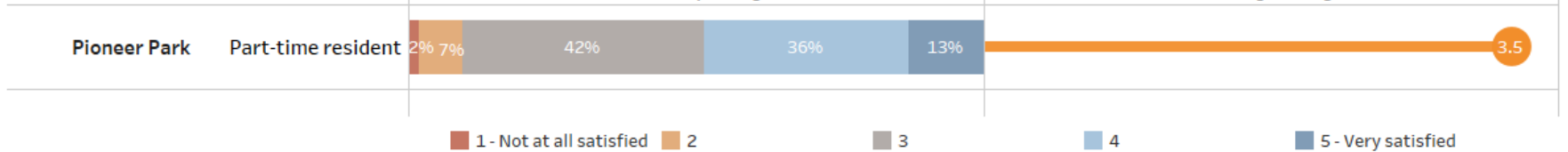
% Don't Know



And how satisfied have you and/or your household been with the quality of:

Percent Responding 1-5

Average Rating

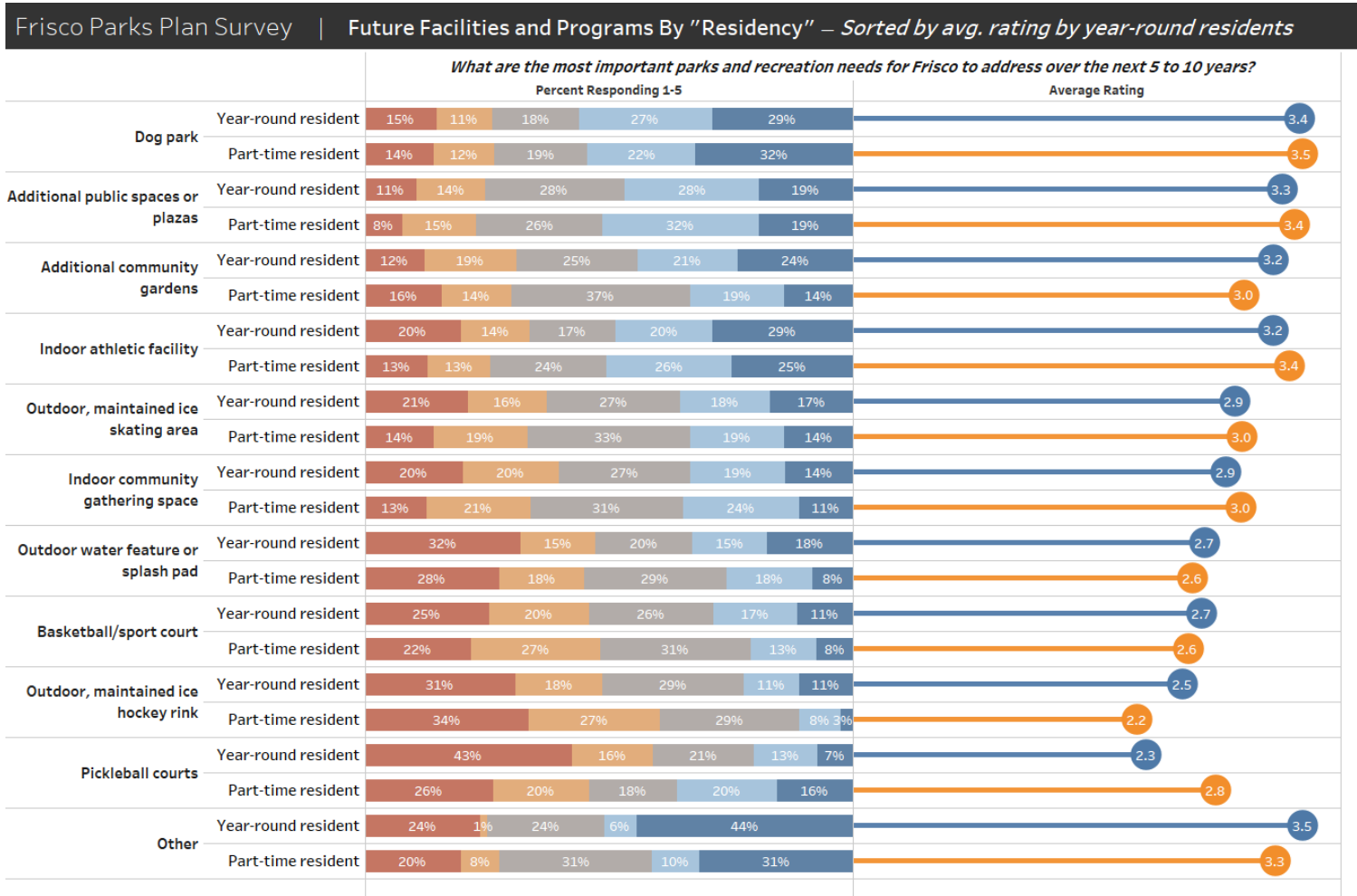


FUTURE FACILITIES & PROGRAMS



FUTURE NEEDS FOR FRISCO

Respondents were asked to rate on a 5-point scale of importance what the greatest needs for facilities and services are in Frisco over the next 5 to 10 years. Dog park and additional public spaces, and community gardens were rated of highest importance by year-round residents.



Source: RRC Associates

FUTURE NEEDS FOR FRISCO – “OTHER”

Respondents were given the opportunity to rank an “other” category of their choosing and offered a space to describe the future need for the Town of Frisco they were describing. Responses that were ranked highly as future needs included improved bathrooms, trails, indoor recreation facilities, and dog parks.

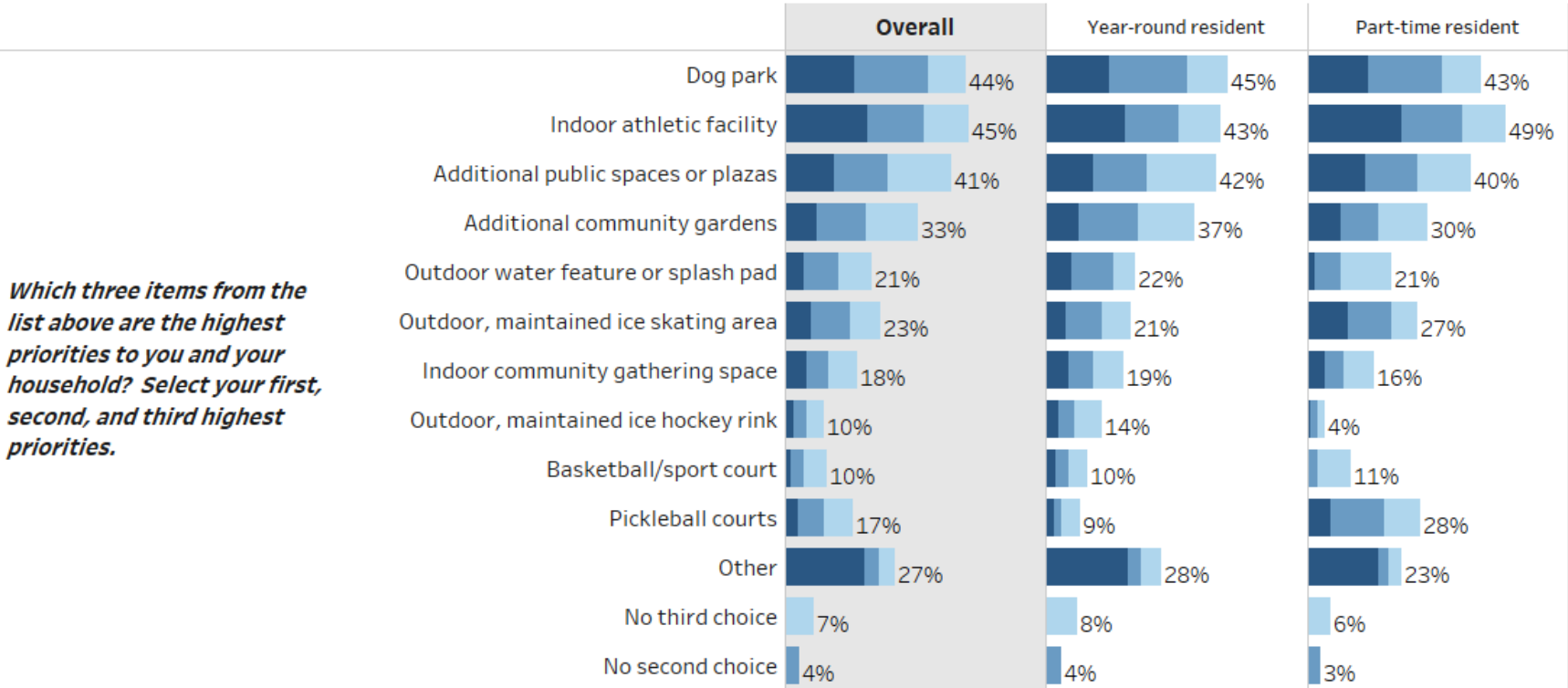




TOP 3 FUTURE PRIORITIES

Respondents were then asked to prioritize these needs for the future into top three rankings. Similar to their rated importance levels, dog parks and additional public spaces or plazas were rated high, along with an indoor athletic facility. In general, the priority ratings are similar between year-round and part-time residents. This is an important finding suggesting that planning can be based on the community as a whole, rather than distinguishing between the two segments of residents.

Frisco Parks Plan Survey | Future Facilities and Programs By "Residency"



Which three items from the list above are the highest priorities to you and your household? Select your first, second, and third highest priorities.

Source: RRC Associates



SUGGESTIONS

ADDITIONAL COMMENTS/SUGGESTIONS

At the end of the survey, respondents were given the opportunity to provide any additional comments about parks and recreation facilities and programs, needs, and opportunities in Frisco. Themes that came up through the survey were again prominent in this comment field, including praise for current operations, dog parks, and indoor athletic facility. As illustrated below, the needs of the homeless and camping were also mentioned. A random selection of verbatim responses is shown below. The full listing of responses is provided in the appendix.

A Recreational Facility like Silverthorne and Breckenridge would be wonderful. Also a dog park. These are 2 areas where Frisco is lacking. Also better development around the lake to become more of a 'destination.'

We LOVE Frisco!
Thanks for all you do.

Please don't let the idea of an indoor athletic space die off...I know support polls low, but this is a desperate community need, and I believe the court of public opinion is swayed by people who choose not to have a family up here.

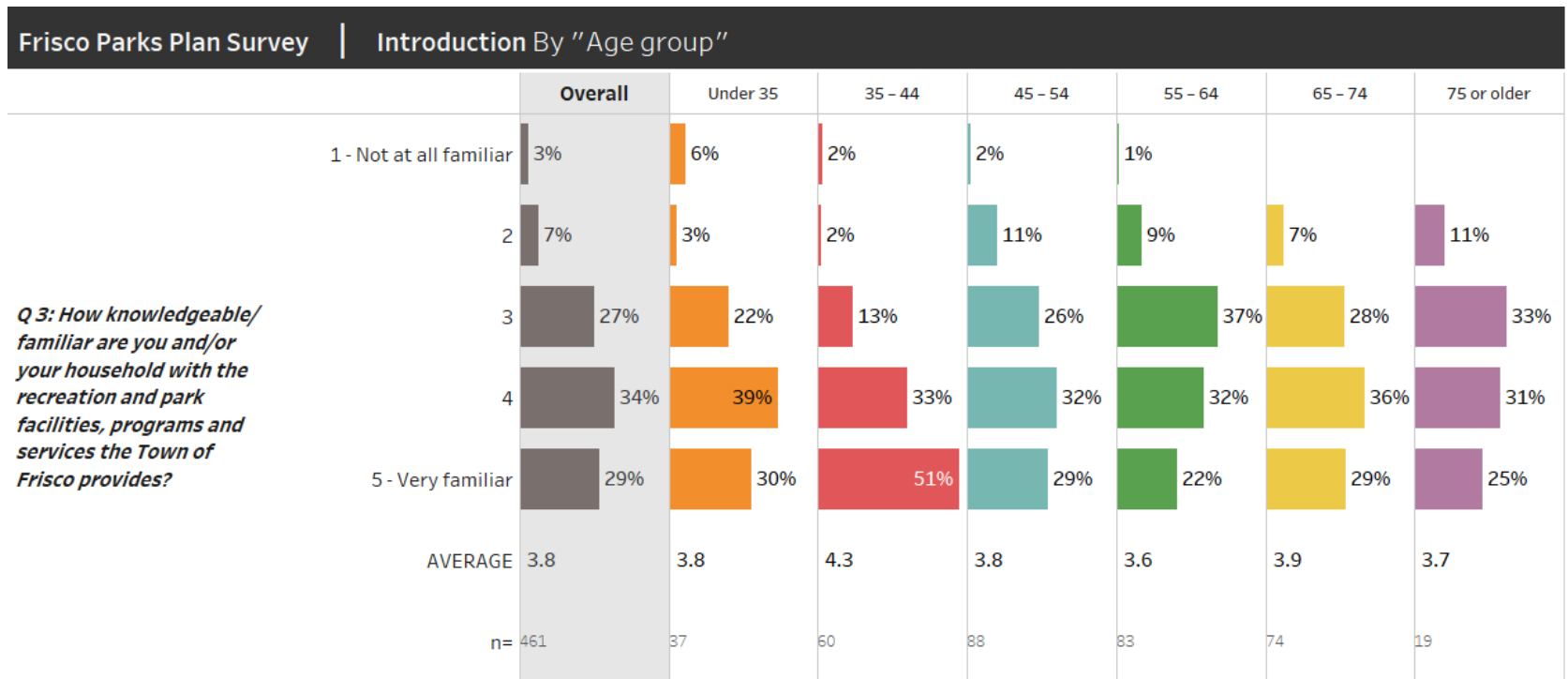
I think Frisco is a very nice 'mountain town'. Keep Main St historic and charming, no big buildings. I have lived in Summit County for a very long time although just outside of the Frisco town limits but I claim it as my town!!

Please share and employ a compassionate communication plan with an overall plan in positively handling interactions with homeless people who may set up tents, sleep, and leave trash at parks. It is essential for parks to be clean with regular up keep and removals of trash as well as provide a welcoming ambience of all guests who visit parks.

 CROSS-TAB RESULTS (INVITE)

FAMILIARITY BY AGE

Additional analysis of survey responses was conducted by segmenting (cross tabbing) results. Age, presence of children in household, and dog ownership were used to probe the invitation responses. When examining level of familiarity of Frisco parks and recreation offerings by age, those that are ages 35 to 44 years old appear to be somewhat more likely to rate their familiarity a 5 out of 5 (51% vs. 22% - 30%).



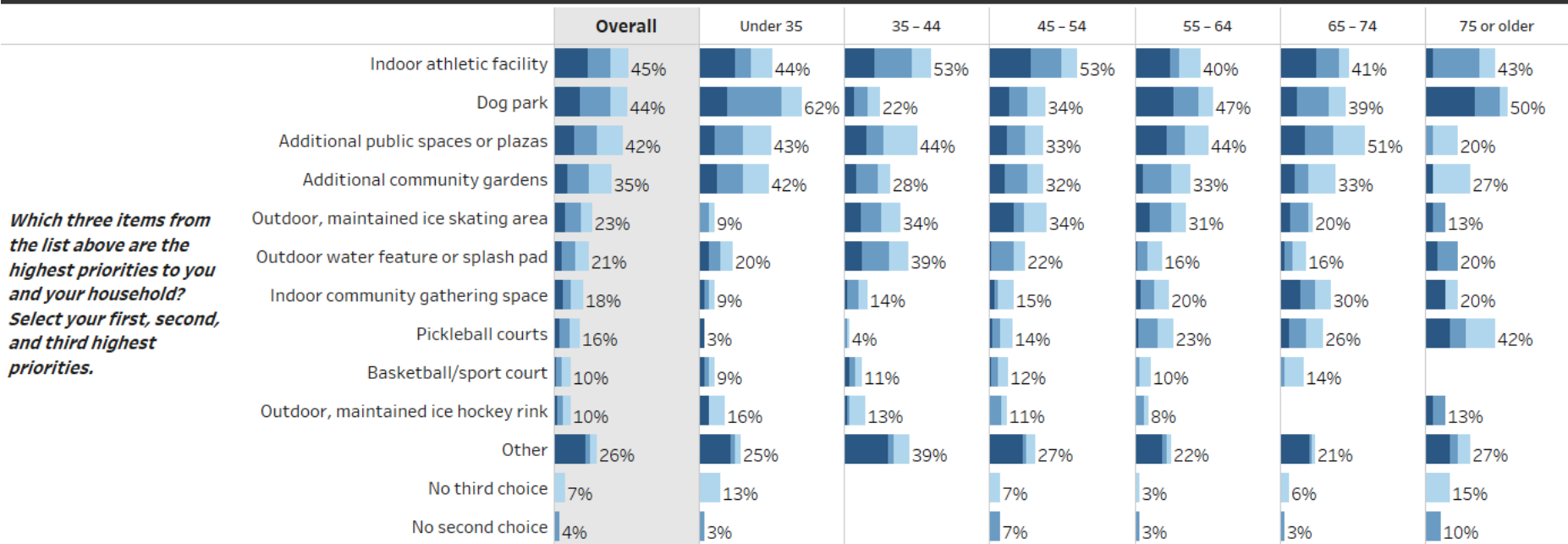
Source: RRC Associates



FUTURE PRIORITIES BY AGE

Respondents ages 35-44 appear to place lower priority on dog parks than other age groups (22% vs. 34%-62%). Alternatively, all age groups appear to place high priority on an indoor athletic facility (ranging from 44% to 53%).

Frisco Parks Plan Survey | Future Facilities and Programs By "Age group"



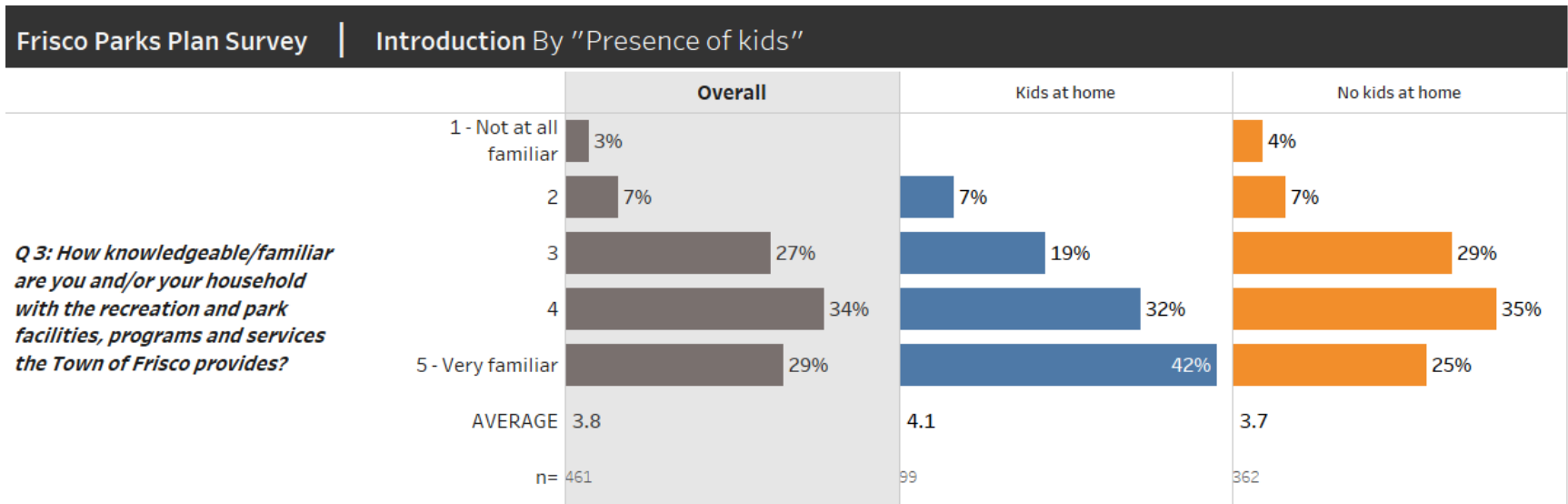
Which three items from the list above are the highest priorities to you and your household? Select your first, second, and third highest priorities.

Source: RRC Associates



FAMILIARITY BY PRESENCE OF KIDS

The following graphs examine ratings by households who have kids at home and those who do not. Those who do not have children at home have a slightly lower familiarity with Frisco parks offerings overall. However, those with kids were especially likely to report they are “very familiar.” Not surprising, these results suggest that if efforts are made to increase communications with the community, a target could be those that don’t have kids, they represent a different challenge. Overall, both segments report a high level of familiarity with approximately 63% of respondents rating their familiarity either 4 or 5.

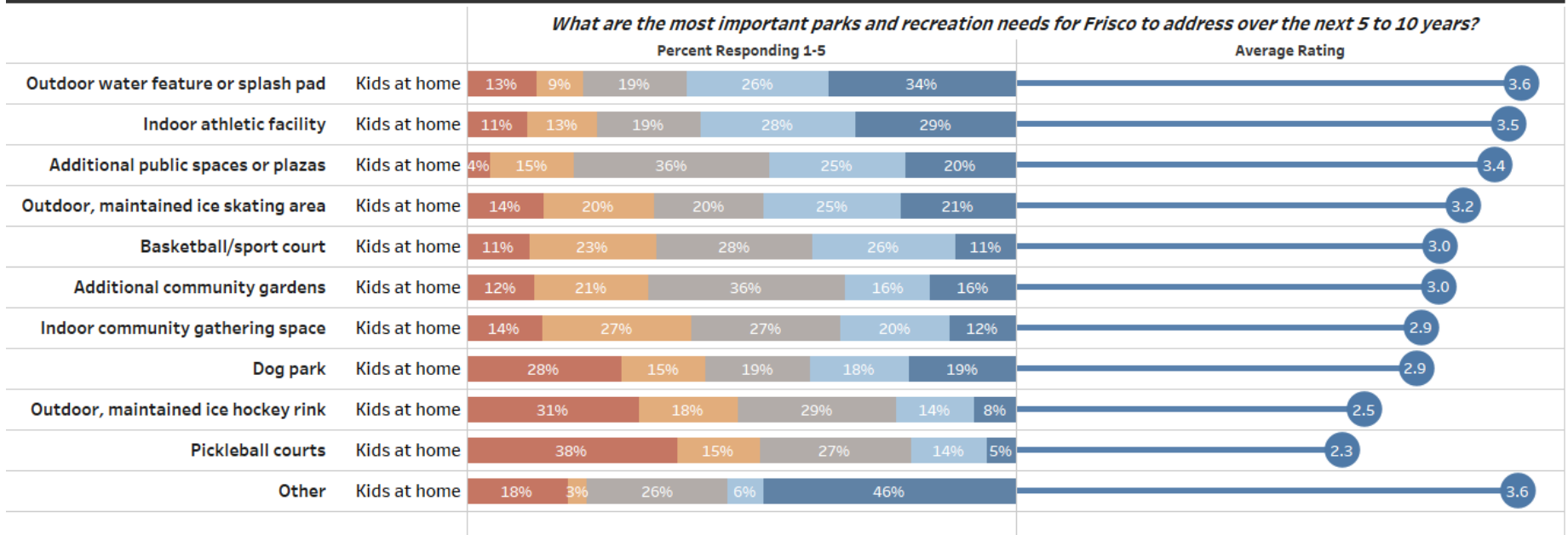


Source: RRC Associates



FUTURE FACILITIES BY PRESENCE OF KIDS

Frisco Parks Plan Survey | Future Facilities and Programs By "Presence of kids" – Sorted by avg. rating by year-round residents

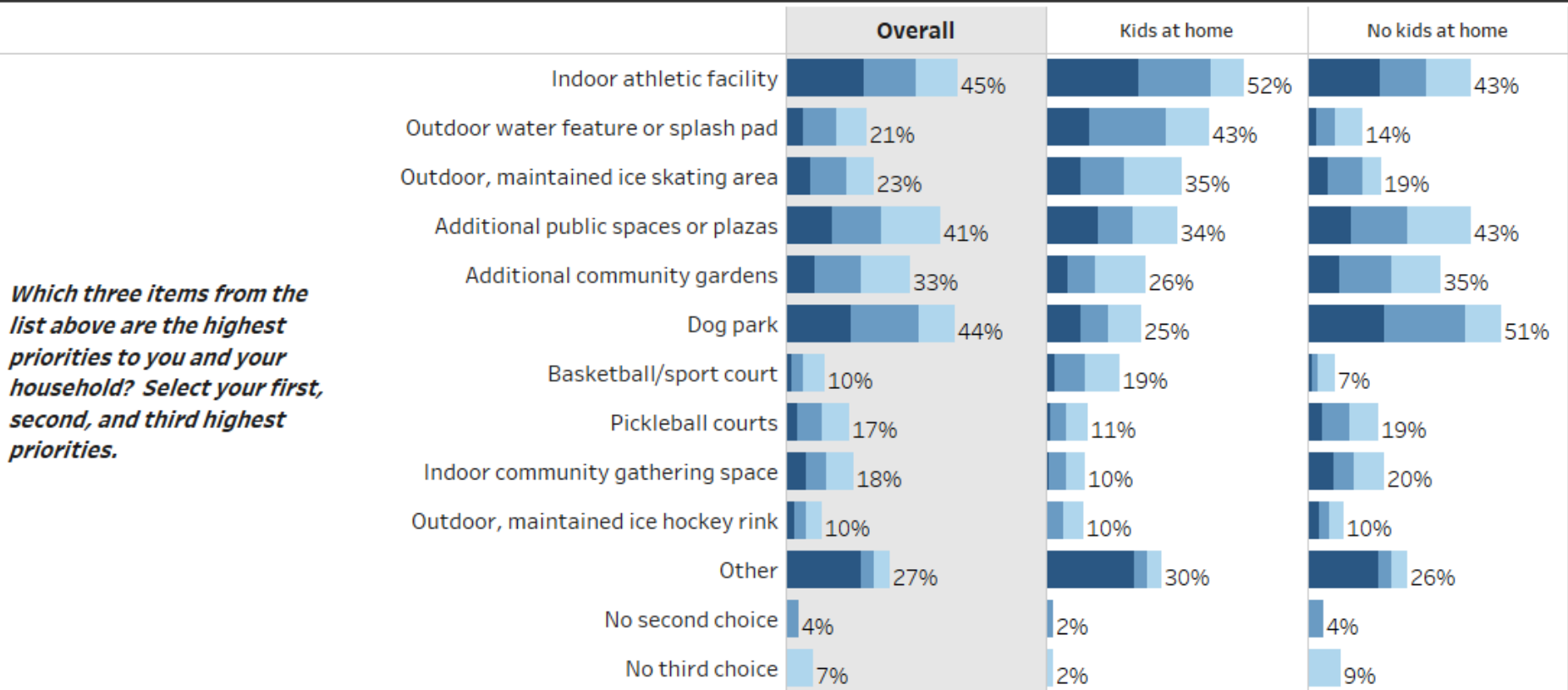


Source: RRC Associates

FUTURE PRIORITIES BY PRESENCE OF KIDS

Families with kids at home place a higher priority on a future indoor athletic facility for the Town of Frisco, along with outdoor water feature and skating areas. Developing a dog park, which was the highest priority for year-round residents overall, was only ranked in the top 3 priorities by 25% of the respondents with children at home.

Frisco Parks Plan Survey | Future Facilities and Programs By "Presence of kids"

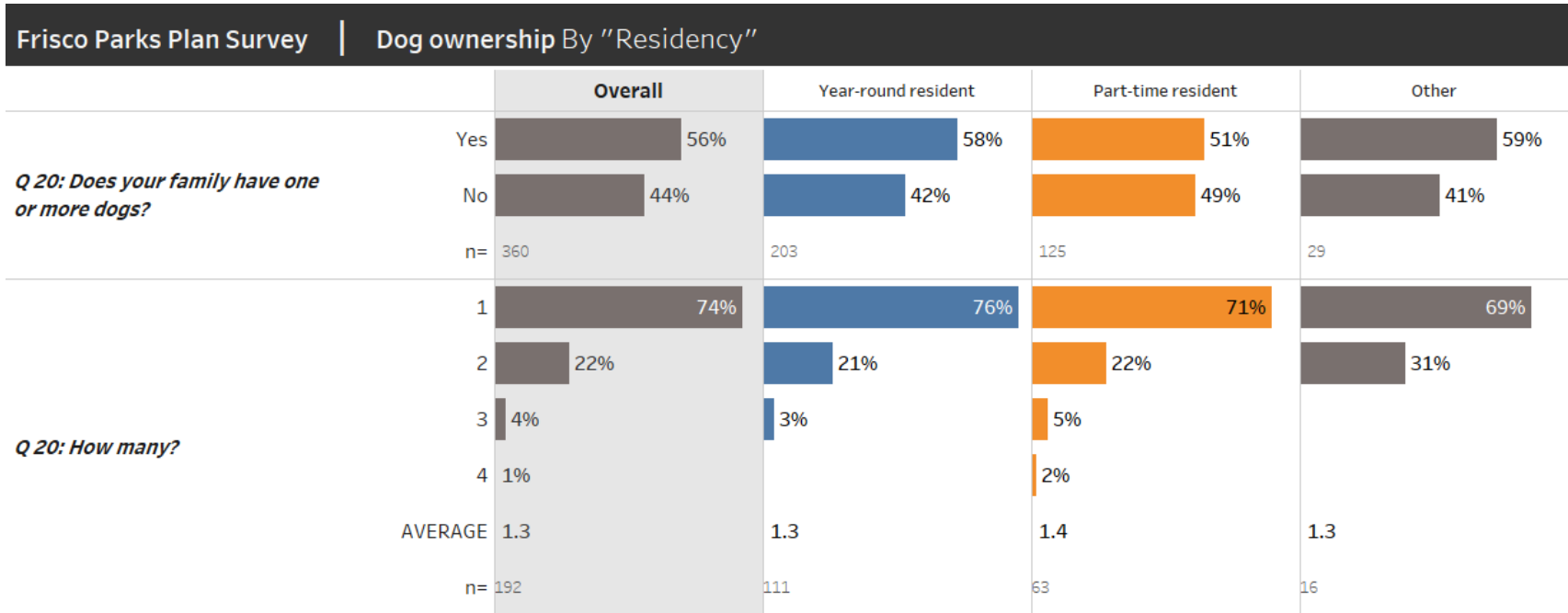


Source: RRC Associates



DOG OWNERSHIP

Overall, 56% of respondents own a dog and over 50% of respondents in each resident category own at least one dog.

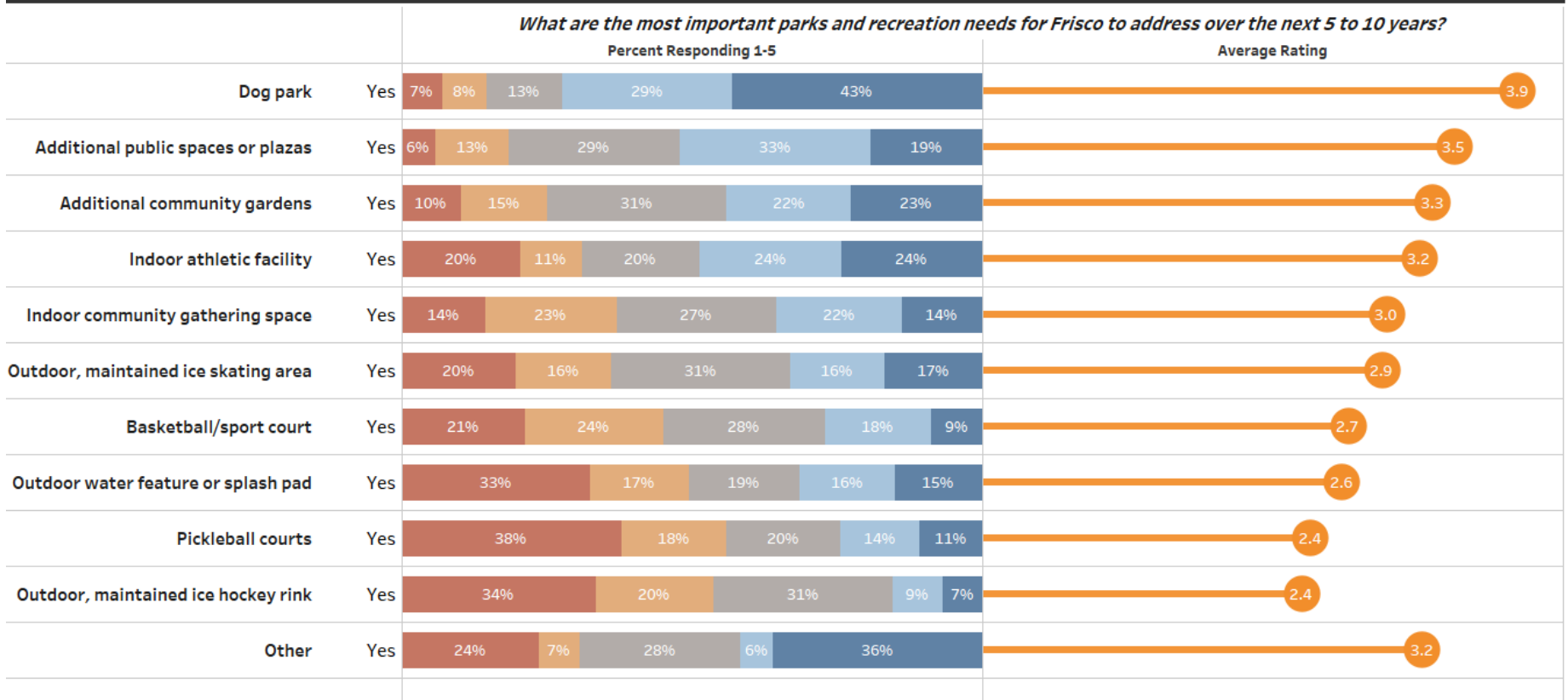


Source: RRC Associates



FUTURE FACILITIES BY DOG OWNERSHIP

Frisco Parks Plan Survey | Future Facilities and Programs By "Does your family have one or more dogs?"

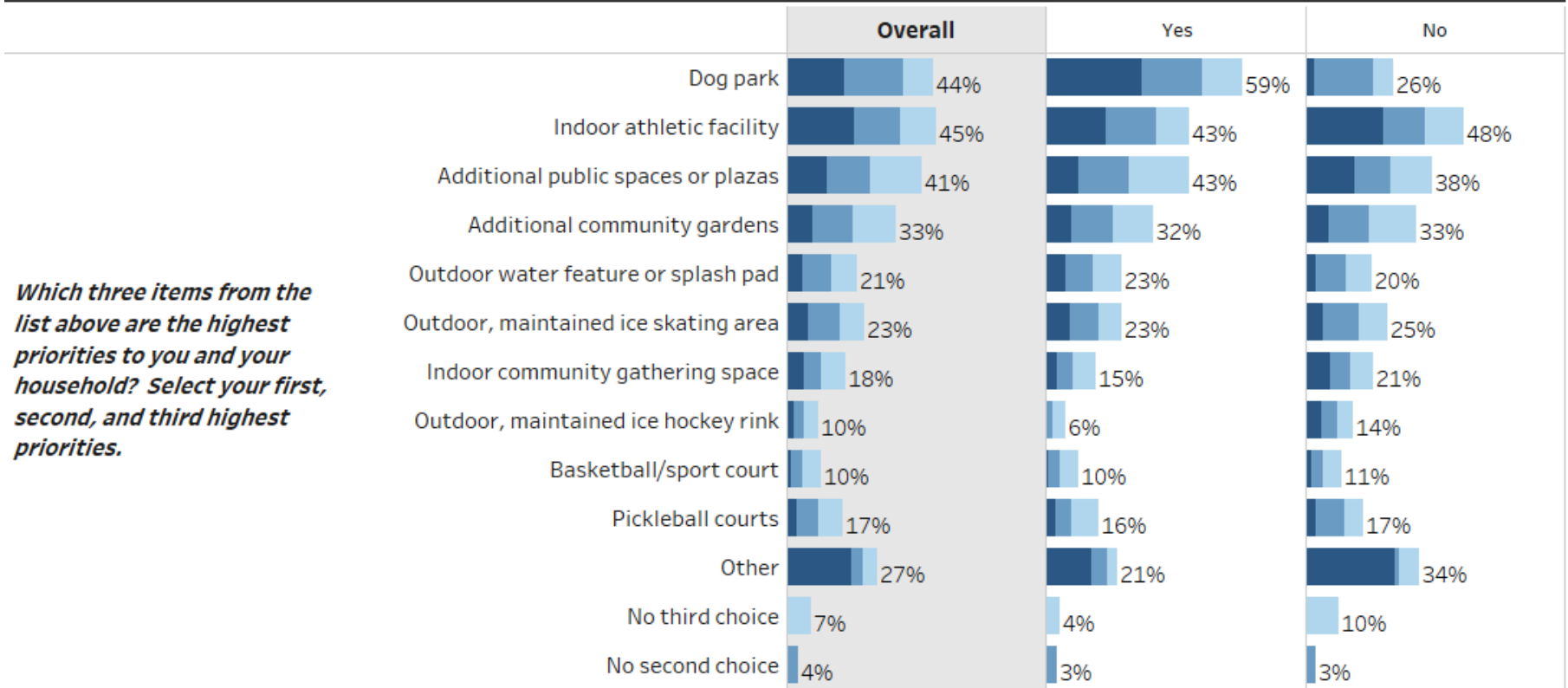


Source: RRC Associates



FUTURE FACILITIES BY DOG OWNERSHIP

Frisco Parks Plan Survey | Future Facilities and Programs By "Does your family have one or more dogs?"



Which three items from the list above are the highest priorities to you and your household? Select your first, second, and third highest priorities.

Source: RRC Associates

Neighborhood Parks Master Plan

Background:

- **October 2018** – *Town Council approves funds for park improvements.*
- **November 2018** – *Held public meeting on parks as part of Community Plan Update.*
- **April 2019** – *Town Council gave approval to undertake master planning efforts for four Town parks.*
- **May 2019** – *Held park-side open houses, conducted online survey, and site analysis.*



frisco
community
plan

envision our future
focus on parks

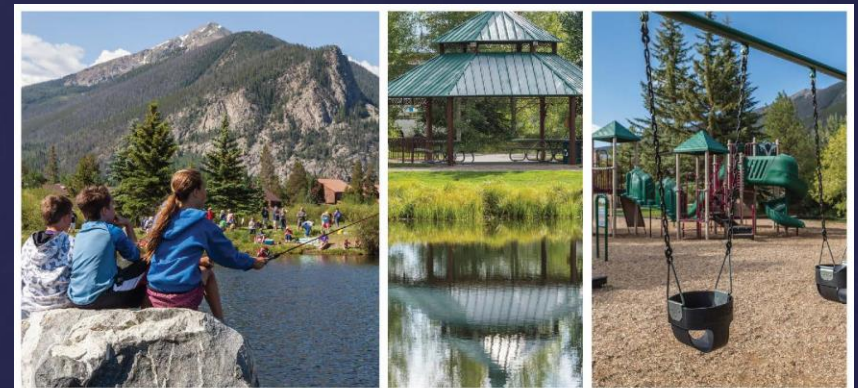
Wednesday, November 7, 2018
OPEN HOUSE 5:00 – 6:30 pm
Frisco Adventure Park Day Lodge
621 Recreation Way, Frisco, CO

Please join us for a conversation about Frisco's parks. The Town is seeking input from community members as we envision the future of our park facilities. Refreshments will be provided.

FriscoCommunityPlan.com



Questions? Call Susan Lee.
970-668-2566
SusanL@TownofFrisco.com



FRISCO PARKS MASTER PLAN

Share your ideas!



Neighborhood Parks Master Plan

Process:

- ➔ 1. Community outreach and analysis
 - *Parkside meetings*
 - *Statistically valid survey*
 - *Site analysis and recommendations*
2. Conceptual Design Development
3. Final Design and Budgeting



**FRISCO PARKS MASTER PLAN
OPEN HOUSES**

Share your ideas!

Please join us in May for a series of park-side community meetings on Wednesday evenings from 4:00-6:00pm. Share your input on ideas that will shape conceptual designs for park improvements. Plan on spending about 30 minutes at the meeting.

May 8, 2019
Pioneer Park (5th Ave. & Galena St.)

Additional Park-Side Community Meetings:
May 15, 2019 - Walter Byron Park (306 Creekside Dr.)
May 22, 2019 - Meadow Creek Park (828 Meadow Dr.)
May 29, 2019 - Old Town Hall & Community Center (110 3rd Ave.)

Refreshments will be provided. Children are welcome.

Attend one park event or all four. To thank you for your time, for each event you attend, you will be entered into a drawing for a free pontoon rental for summer 2019!



Questions?
Reach to Susan Lee.
Town of Frisco.
970-668-2566
SusanL@TownofFrisco.com
Or visit FriscoParks.com for more information.

Parkside Meetings

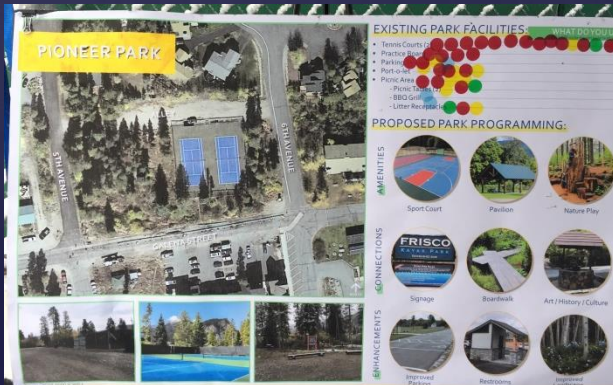


Pioneer Park, May 8th

24 Participants

What we heard:

- Tennis – maintain and improve
- Enhance natural area
- Support for nature play
- Restroom alternative
- Improved parking and drainage
- Add signage to park, create an entrance (most people still are not aware of park)



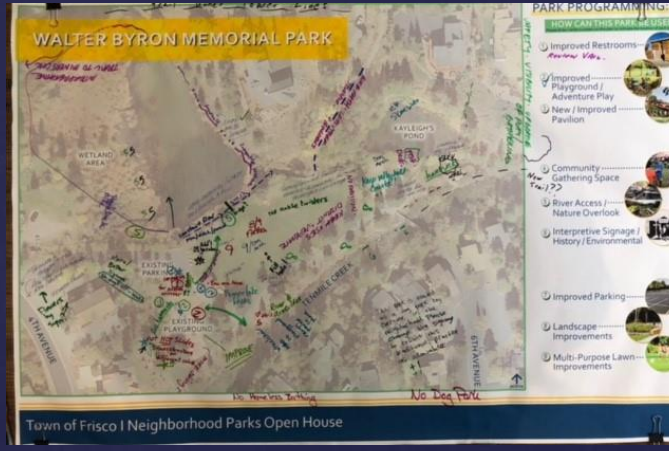
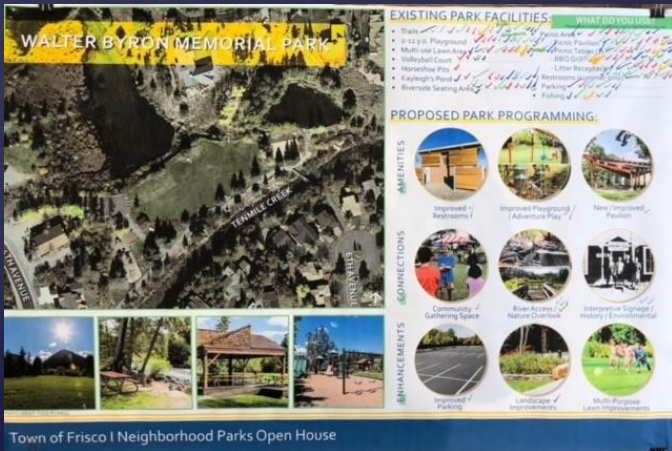
Parkside Meetings

Walter Byron, May 15th

42 Participants

What we heard:

- Improve playground equipment and restrooms
- Implement better signage
- Keep lawn uses and improve lawn quality
- Enhance river access
- Improve lighting for nighttime use of the park
- Cohesive connectivity of trails
- Create nature overlooks
- Keep the wetlands natural and untouched



Parkside Meetings



Meadow Creek, May 22nd
16 Participants

What we heard:

- Safety concerns from neighbors
- Improved gathering area for uses mainly benches and picnic tables
- Improved and/or defined parking at street connections
- Improved visibility
- Add signage to park, create an entrance
- Better bike path circulation
- Improve winter activities

MEADOW CREEK PARK

EXISTING PARK FACILITIES

- Trails
- Playground
- Lawn Area
- Bench Seating
- Gazebo
- Picnic Tables
- BBQ Grill
- Letter Receptacles
- Mission Pond
- Summer Fishing
- Winter Ice Activities
- Particled Enclosures
- Parking
- Fishing Dock
- Horseback

WHAT DO YOU USE?

PROPOSED PARK PROGRAMMING:

AMENITIES

- Enclosed Pavilion
- Improved Playground
- Fitness Core

CONNECTIONS

- Trails to Access Pond
- Improved Path
- Interpretive Signage / History / Environmental

ENHANCEMENTS

- Winter Ice Activities
- Summer Activities
- Dog Training

Town of Frisco | Neighborhood Parks Open House

MEADOW CREEK PARK

PARK PROGRAMMING:

HOW CAN THIS PARK BE USED?

- Enclosed Pavilion
- Improved Playground
- Fitness Core
- Trails to Access Pond
- Improved Path
- Interpretive Signage / History / Environmental
- Winter Ice Activities
- Summer Activities
- Dog Training

Town of Frisco | Neighborhood Parks Open House

Parkside Meetings



Old Town Hall & Community Center,
May 29th
14 Participants

What we heard:

- Create more intimate spaces for social interaction
- Bring interactive art to the parks and active spaces (water feature, lights, fire pit)
- Improve lighting for nighttime use of the park
- Improve landscaping
- Community gardens
- Make the park more inviting to visitors
- Create an easier / more clear way to rent out the park & community center for events

OLD TOWN HALL PARK

EXISTING PARK FACILITIES: WHAT DO YOU USE?

- Bench Seating
- Picnic Tables
- Umbrella Reciprocals
- Gazbo
- Ball Back
- Small Lawn Area
- WiFi Access

PROPOSED PARK PROGRAMMING:

AMENITIES

- Outdoor Living Space
- Event Plaza / Overhead Lighting
- Splash Pad

CONNECTIONS

- Interpretive Signage / History
- Interactive Public Art
- Gathering Space

ENHANCEMENTS

- Fire pit
- Council Ring / Stage
- Interactive Play

Town of Frisco | Neighborhood Parks Open House

COMMUNITY CENTER PARK

EXISTING PARK FACILITIES: WHAT DO YOU USE?

- Bench Seating (x)
- Picnic Table (x)
- BBQ Grill (x)
- Planter Box (x)
- Ball Back (x)
- Small Lawn Area
- Interpretive Pl

Existing Community Center Building ← NAME & PARK

WHAT SHOULD THIS BE?

"A SEATING" ← MAKE AREA PEOPLE W/ PARK

BEFORE THE COMMUNITY CENTER ← MAKE AREA PEOPLE W/ PARK

→ ramp with sign to community garden pocket garden, several gardens / individual seating

Community Gardens

SEATING LIKE POCKET GARDEN WITH SEATING + INTERACTIVE

TOWN FACILITY OPEN - INTERACTIVE SEATING

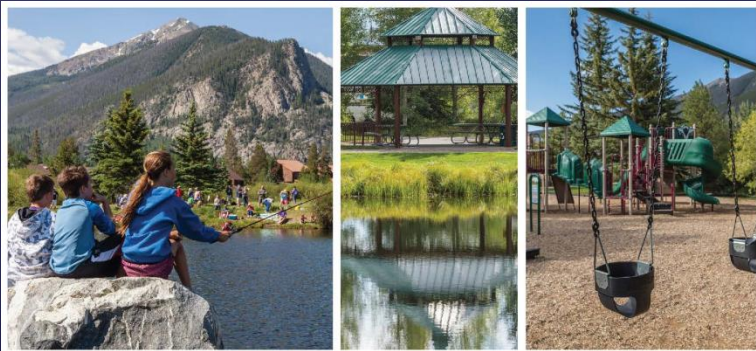
Town of Frisco | Neighborhood Parks Open House

Parks Survey

Online Survey

Approximately 450 Participants

- 4,200 invitation postcards
- Open-link online survey
- Advertised through direct email, social media, press release and articles in the Summit Daily, Town website
- Statistically valid vs open link
- Weighted demographically



FRISCO PARKS MASTER PLAN

Share your ideas!



FRISCO PARKS PLAN SURVEY

1. Which of the following best describes your current residency in Frisco?

- Year-round resident (11+ months/year)
- Part-time resident
- Employed in the Town of Frisco but don't live there
- Get mail in the town but don't live or work there
- Non-resident owner of business/commercial property

If resident, how long have you lived in the Frisco area? Please enter number: Years OR Check here if less than a year

2. What is the ZIP Code for your primary residence?

3. How knowledgeable/familiar are you and/or your household with the recreation and park facilities, programs and services the Town of Frisco provides?

NOT AT ALL FAMILIAR VERY FAMILIAR

1 2 3 4 5

CURRENT USE AND SATISFACTION

4. Please rate A: how important the following existing facilities are to you and/or your household, and then B: rate how the facilities are meeting Frisco residents' needs. Please provide an answer for A and B whether you have used the facility or not.

	A. IMPORTANCE TO YOUR HOUSEHOLD						B. MEETING FRISCO COMMUNITY NEEDS									
	NOT AT ALL IMPORTANT	1	2	3	4	5	VERY IMPORTANT	DON'T KNOW	NOT AT ALL	1	2	3	4	5	COMPLETELY	DON'T KNOW
Fill in two boxes per row (one each in column A and column B):	1	2	3	4	5	x	1	2	3	4	5	x				
Athletic courts (tennis, volleyball etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bike park	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bouldering rocks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disc golf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fishing areas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Horseshoe pits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ice fishing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ice skating	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lawn areas and multi-use fields	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Multi-use pathways (paved)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural surface trails (dirt or gravel)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Winter Nordic ski trails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Picnic areas, gazebos, tables, seating areas, and benches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Playgrounds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pond ice hockey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. Do you have any comments/suggestions for how the park amenities or facilities mentioned in the previous question can be improved to better meet the needs of your household and/or the Frisco community?

Parks Survey

General Observations:

In general, Frisco parks facilities are well aligned with the needs of its residents.

Open ended comments indicate that Frisco's lowest rated parks suffer from a lack of awareness, while its highest rated parks are praised for their variety of activities and facilities.

Despite having high satisfaction ratings overall, Pioneer and Meadow Creek parks received the lowest ratings relative to the other four parks that were evaluated in terms of quality.

Facilities for winter activities have low utilization but may also suffer from low awareness.

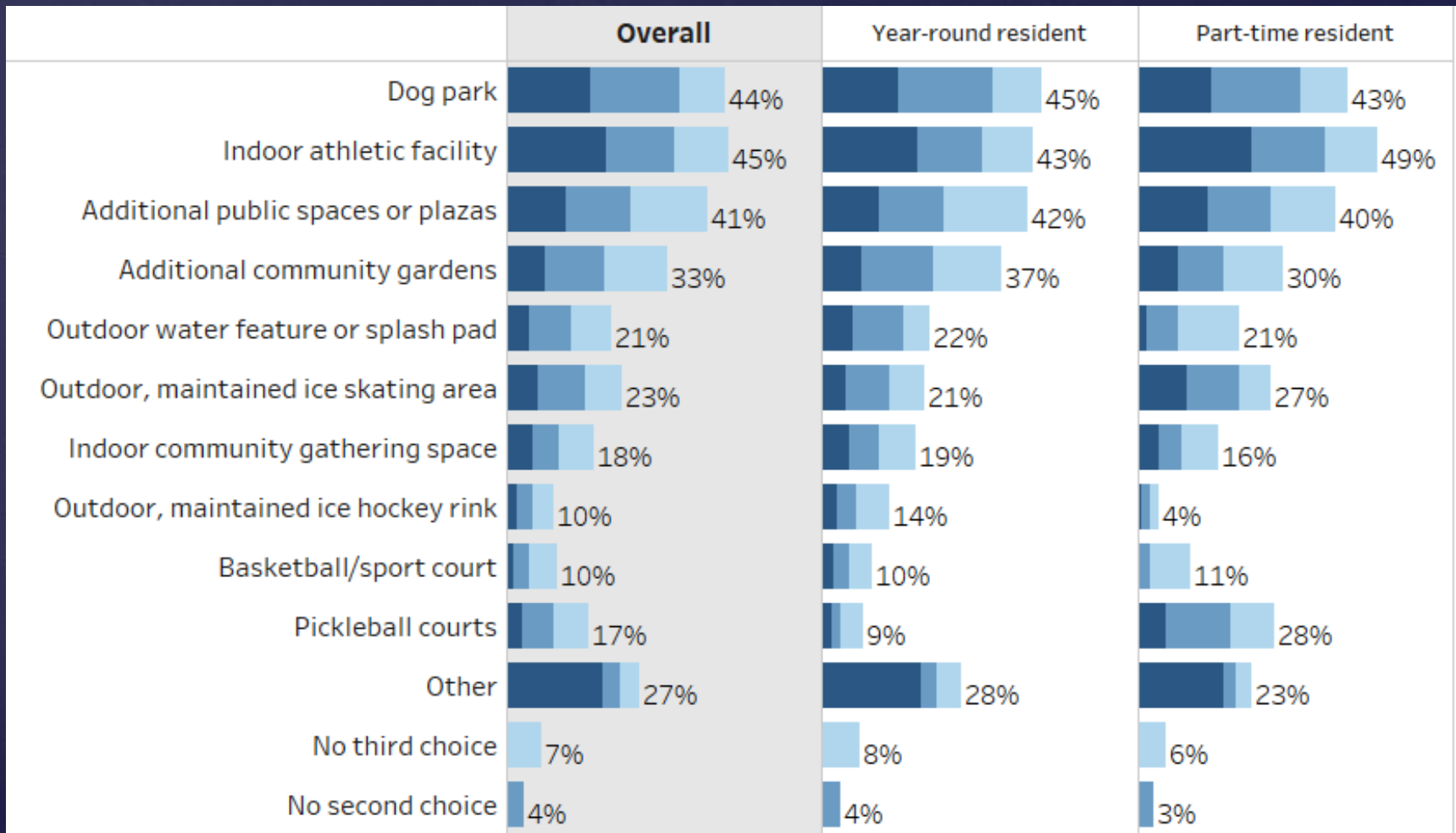
Open ended comments indicate that Frisco's lowest rated parks suffer from a lack of awareness, while its highest rated parks are praised for their variety of activities and facilities.

Frisco Residents place a high value on facilities that provide a natural outdoor experience, but many residents want indoor athletic facilities as well.

A community dog park is desired by many segments of the community, including 26% of non-dog owners.

Parks Survey

Highest Priorities (5-10 years):



Parks Survey

Open Ended Comments:

Pioneer Park: Responses frequently cited a lack of awareness of the park and poor maintenance/upkeep as primary concerns. Many commenters state that it is unclear whether or not the tennis courts are open to the public; specifically noting a lack of signage identifying Pioneer Park.

Walter Byron: When asked about changes for Walter Byron Park many respondents expressed satisfaction with the park. Suggestions often cited improvements to the playground, addition of new sports courts, and dog related facilities. A number of comments specifically mentioned issues with dog waste and loose dogs in open fields. Some comments state Walter Byron Park would be a great location for a dog park, while a few comments specifically request that a dog park is not added.

Meadow Creek: In response to the open ended question for Meadow Creek Park, many commenters expressed concerns for homelessness and perceived safety. Other comments express a lack of knowledge about the park and the activities that are offered.

Old Town Hall and Community Center: Open ended comments for Old Town Hall and Community Center Park primarily focused on the lack of development for the park. Other comments, provide suggestions for future development, such as water features or higher quality community gathering spaces. A substantial number of comments also expressed appreciation for the concert series.

Neighborhood Parks Master Plan

Proposed Direction for Conceptual Plans:

PIONEER PARK:



TENNIS COURTS

- Keep existing courts
- Improve maintenance
- Add benches outside of courts



NATURE PLAY

- Cleanup general understory for nature play features



IMPROVE OVERALL INFRASTRUCTURE

- Improve parking and drainage on Galena Alley
- Install new signage and site furniture consistent with other Town Parks



PRESERVATION

- Keep park quiet and natural looking
- Preserve mature trees
- Sense of solitude

WALTER BYRON PARK:



IMPROVE PLAYGROUND

- Popular park with many visitors
- Incorporate more adventure play



IMPROVE RESTROOM

- Improve for winter use
- Possibly combine with improved pavilion area



LAWN SPACE

- Keep existing lawn open to support multiple activities



ADDITIONAL GATHERING AREAS

- Improve gathering areas
- Picnic areas
- Areas adjacent to pond or river

Neighborhood Parks Master Plan

Proposed Direction for Conceptual Plans:

MEADOW CREEK PARK:



SAFETY

- Reconfigure parking and landscaping to improve visibility
- Add lighting along pathways
- Improve signage



IMPROVE POND

- Maintain multi-season use
- Overhead lighting
- Improve ice and amenities for ice skating and hockey
- Create nodes for fishing and ice skating access



IMPROVE PLAYGROUND

- Incorporate simple fitness features
- Add "big kid" swings



IMPROVE CONNECTIVITY

- Better connections to existing trails and transit center
- Potential boardwalks

OLD TOWN HALL PARK:



PLAZA SPACE

- More functional urban plaza space
- Extension of Main Street



IMPROVE AMENITIES

- Better lighting
- Outdoor fire pit
- Additional seating for individuals or groups



COMMUNITY INTERACTION

- Council ring / stage
- Incorporate the arts
- Used as outdoor classroom



INTERACTIVE PLAY

- Can be included with artwork
- Inviting for all ages

Neighborhood Parks Master Plan

Proposed Direction for Conceptual Plans:

PIONEER PARK:



TENNIS COURTS

- Keep existing courts
- Improve maintenance
- Add benches outside of courts



NATURE PLAY

- Cleanup general understory for nature play features



IMPROVE OVERALL INFRASTRUCTURE

- Improve parking and drainage on Galena Alley
- Install new signage and site furniture consistent with other Town Parks



PRESERVATION

- Keep park quiet and natural looking
- Preserve mature trees
- Sense of solitude

ALSO REQUESTED:

- Improve practice board
- Upgrade bathrooms
- Better signage location to enter the park

WALTER BYRON PARK:



IMPROVE PLAYGROUND

- Popular park with many visitors
- Incorporate more adventure play



IMPROVE RESTROOM

- Improve for winter use
- Possibly combine with improved pavilion area



LAWN SPACE

- Keep existing lawn open to support multiple activities



ADDITIONAL GATHERING AREAS

- Improve gathering areas
- Picnic areas
- Areas adjacent to pond or river

ALSO REQUESTED:

- Improve overall lighting and visibility
- Better entry signage
- Nature overlook / boardwalk / interpretive signage

MEADOW CREEK PARK:



SAFETY

- Reconfigure parking and landscaping to improve visibility
- Add lighting along pathways
- Improve signage



IMPROVE POND

- Maintain multi-season use
- Overhead lighting
- Improve ice and amenities for ice skating and hockey
- Create nodes for fishing and ice skating access



IMPROVE PLAYGROUND

- Incorporate simple fitness features
- Add "big kid" swings



IMPROVE CONNECTIVITY

- Better connections to existing trails and transit center
- Potential boardwalks

ALSO REQUESTED:

- Improve gathering areas (benches; picnic tables)
- Enclosed Pavilion

OLD TOWN HALL PARK:



PLAZA SPACE

- More functional urban plaza space
- Extension of Main Street



IMPROVE AMENITIES

- Better lighting
- Outdoor fire pit
- Additional seating for individuals or groups



COMMUNITY INTERACTION

- Council ring / stage
- Incorporate the arts
- Used as outdoor classroom

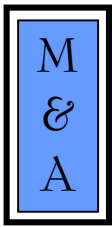


INTERACTIVE PLAY

- Can be included with artwork
- Inviting for all ages

REQUESTED IN COMMUNITY CENTER PARK:

- Make more visible and inviting
- Establish community gardens
- Park to connect to adjacent Community Center



MCMAHAN AND ASSOCIATES, L.L.C.

Certified Public Accountants and Consultants

CHAPEL SQUARE, BLDG C
245 CHAPEL PLACE, SUITE 300
P.O. Box 5850, AVON, CO 81620

WEB SITE: WWW.MCMAHANCPA.COM
MAIN OFFICE: (970) 845-8800
FACSIMILE: (970) 845-8108
E-MAIL: MCMAHAN@MCMAHANCPA.COM

To the Mayor and Town Council Town of Frisco, Colorado

We have audited the financial statements of Town of Frisco, Colorado (the "Town") as of and for the year ended December 31, 2018. Professional standards require that we provide you with the following information related to our audit.

Qualitative Aspects of Accounting Policies

The Town's management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note I to the 2018 audited Comprehensive Annual Financial Report. No new accounting policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements are:

- Estimating allowance for uncollectible receivables, based on management's experience with customers, taxpayers, and other business partners, together with actual collections history since year-end.
- Estimating useful lives of fixed assets, in connection with the calculation of depreciation, based on industry standards and perceived use of asset categories.
- Estimated net pension asset / liability and pension-related deferred inflows / outflows, based on actuarial calculations and assumptions provided by the Fire and Police Pension Association of Colorado ("FPPA").

We evaluated the key factors and assumptions used to develop these estimates and found them to be reasonable in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements prior to finalization of the 2018 audited financial statements.

Member: American Institute of Certified Public Accountants

PAUL J. BACKES, CPA, CGMA
MICHAEL N. JENKINS, CA, CPA, CGMA
DANIEL R. CUDAHY, CPA, CGMA

AVON: (970) 845-8800
ASPEN: (970) 544-3996
FRISCO: (970) 668-3481

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

As is required in all audit engagements we have requested certain representations from management that were included in the management representation letter.

New Financial Reporting Standards

Financial reporting standards for the Town are promulgated by the Governmental Accounting Standards Board ("GASB"). During 2017, GASB issued Statement 87, Leases, ("GASB 87"), which will require that governments report certain lease assets and liabilities for leases that previously were classified as operating leases, and recognize inflows or outflows of resources based on the payment provisions of each such contract. The Town will be required to implement GASB 87 for its 2020 fiscal year. We will work with Town staff in the interim to assist with the necessary calculations and presentation considerations.

This report is intended solely for the information and use of Town Council, Town management, and others within the organization and is not intended to be, and should not be, used by anyone other than those specified parties.

Sincerely,

A handwritten signature in blue ink that reads "McMahan and Associates, L.L.C." in a cursive script.

**McMahan and Associates, L.L.C.
May 31, 2019**

Town of Frisco, Colorado
Comprehensive Annual Financial Report
For the Year Ended December 31, 2018



Prepared by the Town of Frisco
Finance Department
Bonnie Moinet, Finance Director

**Town of Frisco, Colorado
Comprehensive Annual Financial Report
For the Year Ended December 31, 2018**

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**Town of Frisco, Colorado
Comprehensive Annual Financial Report
For the Year Ended December 31, 2018
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Town of Frisco, Colorado
Comprehensive Annual Financial Report
For the Year Ended December 31, 2018
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INTRODUCTORY SECTION





TOWN of FRISCO

P.O. Box 4100 • Frisco, Colorado 80443

May 31, 2019

To the Honorable Mayor, Members of the Town Council and the Citizens of the Town of Frisco:

The Town of Frisco is pleased to present the comprehensive annual financial report, prepared in accordance with generally accepted accounting principles (GAAP), for the year ended December 31, 2018. Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with the Town management. To the best of our knowledge and belief, the enclosed data are accurate in all material respects and are reported in a manner designed to present fairly the financial position and results of operations of the various funds of the Town government. The Town management has established an internal control structure designed to ensure accurate financial reporting and to safeguard the assets of the Town. Because the cost of internal controls should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. All disclosures necessary to enable the reader to gain an understanding of the Town's financial activities have been included.

The Town of Frisco's financial statements for the year ended December 31, 2018 have been issued an unmodified ("clean") opinion by McMahan and Associates, L.L.C., a firm of licensed certified public accountants. The independent auditor's report is presented as the first component of the financial section of this report.

GAAP requires that management provide a narrative introduction, overview and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). This letter of transmittal is designed to complement the MD&A and should be read in conjunction with it. The Town of Frisco's MD&A can be found immediately following the report of the independent auditors.

Overview and Governmental Structure

Frisco has a rich and varied past, serving as a home, a workplace and a playground for groups as disparate as the Ute Indians, trappers, miners and avid outdoor recreationalists. The Town was first officially chartered in 1879 and by 1882 two railroads had laid tracks to the newly-formed community. The mining boom, along with the businesses, hotels, and saloons that came with it, lasted well into the 1900s. Frisco, however, was hit hard by the Great Depression. In 1930, only 18 full-time residents remained. But Frisco rebounded, showing a remarkable resiliency in difficult times. This resiliency now helps to define the mountain character of the Town, even as it continues to develop into a modern, sustainable, family-oriented community.

The Town of Frisco has approximately 3,000 full-time residents and became officially chartered as a Colorado home-rule municipality in 1988. The Town is roughly 70 miles west of Denver, at an elevation of 9,097 feet above sea-level. It is situated along Ten Mile Creek, in the shadow of 12,900-foot Peak One of the Ten Mile mountain range,

TOWN of FRISCO

P.O. Box 4100 • Frisco, Colorado 80443

bordered on the east by Lake Dillon reservoir and is largely surrounded by wilderness areas owned by the U.S. Forest Service. Often referred to as the heart of Summit County, the Town is conveniently located off of Interstate 70 and very near to four major ski resorts. As such, Frisco serves as a central gathering point for tourists and an attractive location for second homeowners.

The government operates under the council-manager form of government. Policymaking and legislative authority are vested in the Town Council, which consists of a mayor and six-member council. The Town Council is responsible for, among other things, passing ordinances, adopting the budget and hiring the Town Manager. The Town Manager is responsible for carrying out the policies and ordinances of the Town Council and for overseeing day-to-day operations.

The Town provides a full range of services, including police protection, street construction and maintenance, infrastructure, water services, community development and planning, cultural events, and recreational programs. Sewer and wastewater services are provided by a legally separate entity, the Frisco Sanitation District, which the Town does not manage. Two Town-owned rental properties also help to provide affordable space for local non-profit groups and commercial entities. In addition, the Town operates and maintains a vast array of recreational amenities, including the Frisco Bay Marina, the Frisco Historic Park and Museum, the Frisco Adventure Park at the Peninsula Recreation Area, the Frisco Nordic Center, the Frisco/Copper Visitor Information Center, numerous multi-purpose ball fields, a disc-golf course, a skateboard park, an extensive paved trail system for all-season use, and several parks, campgrounds and picnic facilities.

The Town Council is required to adopt a final budget by no later than thirty (30) days prior to the beginning of the fiscal year. This annual budget serves as the foundation for the Town of Frisco's financial planning and control. The budget is prepared by fund, function and department. Department Directors may transfer resources within a department. Transfers between departments require the Town Manager's approval while transfers between funds must be approved by Town Council. Adjustments to the budget may be conducted during the fiscal year after Town Council review and approval via ordinance.

In order to accomplish goals set for 2018, it is important to note the primary goal of the Town Council as set forth in its mission statement:

To preserve a family-oriented and economically vibrant community that thrives on citizen involvement, respects our natural environment, and enhances our quality of life.

The mission statement and other tools, including, but not limited to, the Home Rule Charter, the Municipal Code, the Master Plan, the Economic Development Strategy, the Environmental Sustainability and Stewardship (ES2) Framework Plan, the Housing Action Plan, the Three Mile Plan, the Peninsula Recreation Area Master Plan, the Marina Master Plan, the Frisco Historic Park and Museum Master Plan and Department

TOWN of FRISCO

P.O. Box 4100 • Frisco, Colorado 80443

policies all provide guidance to the Town Council and Town staff in their task of making decisions regarding daily operations and long-term planning.

Factors Affecting Financial Condition

Local Economy: The Town of Frisco, as a central location within Summit County boasting convenient highway access, relies on tourism as its main economic driver. The proximity to many world-class ski resorts and a wide variety of other outdoor recreational attractions, including Lake Dillon and millions of acres of protected wilderness, draws visitors from around the globe. The high demand for primary and secondary homes in this natural setting has also increased the impact of the real estate market on the local economy. The town includes two very distinct commercial areas: Summit Boulevard and Main Street. Summit Boulevard (Colorado Highway 9) is the main thoroughfare leading from Interstate 70 through Frisco toward Breckenridge. This is an automobile-friendly commercial area where most of the national and regional chain stores, restaurants and lodgers are located. With Wal-Mart, Safeway, Whole Foods, Natural Grocers, Holiday Inn, Baymont Inn and Suites, five fast-food restaurants and numerous other enterprises, this area, by far, generates the greatest amount of revenue for the Town. Just off of Summit Boulevard, the Town also has a series of mainly construction-related light industrial facilities and warehouses. In contrast, Main Street hosts many of the locally-owned retail, restaurant and lodging companies for which Frisco is known. Main Street is a quaint, pedestrian-friendly area that gives the Town much of its unique mountain character and community feel. The Town also hosts a series of very popular special events on Main Street throughout the summer and winter months, including the Colorado BBQ Challenge, Frisco's Fantastic Fourth of July Celebration and Wassail Days.

Major industries in 2018 included tourism, real estate, health care, education and governmental service. Many local retailers, restaurants, and lodgers rely heavily upon the tourist trade, but they also rely upon the turnover of local properties to spur on redevelopment. World-class health care providers and the location of St. Anthony's Summit Medical Center just outside of municipal limits help to drive traffic to the area's merchants. The local school system and county governments also contribute to the well-being of the local economy. Major employers in 2018 included Wal-Mart, Safeway, Whole Foods, Town of Frisco, Holiday Inn, Baymont Inn and Suites, and an assortment of lodging, restaurant, retail and construction-related businesses. In addition, a number of entities outside of the municipal limits provide employment for a large portion of the Frisco populace. These include Copper Mountain Ski Resort, St. Anthony's Summit Medical Center, and the Summit County School District. However, many employees currently working in Frisco, largely due to high housing costs and a shortage of housing in Frisco and in Summit County, commute from other areas.

The Town continues to be financially sound. The effects of a major national economic downturn became apparent locally at the end of 2008, and revenues dropped by over \$1 million in 2009. In 2010 and 2011, revenues began to stabilize and solid growth once again returned in 2012, lasting through the present day. Because Town management relies on a conservative projection philosophy, a build-up of reserves prior to 2008 allowed the Town to maintain levels of governmental service throughout the downturn.

TOWN of FRISCO

P.O. Box 4100 • Frisco, Colorado 80443

Council also had the flexibility to approve various capital project expenditures that otherwise might not have occurred. A review of the Town's financial position at that time, performed by Moody's Investors Service, resulted in a two-level bond issuer rating upgrade, from A3 to A1. This favorable bond rating allowed the Town to refund 2002 Certificates of Participation (COPs) on Town Hall and issue new COPs for construction of the Frisco Adventure Park. In 2017, the Town refunded a portion of these COPs and entered into a bank lease with a more favorable interest rate. These COPs and lease, along with a small property lease, constitute the Town's debt liabilities.

The primary challenge the Frisco government faces in both the short- and long-term continues to be a dependence on sales tax revenues. In 2018, sales tax revenues comprised approximately 63% of General Fund revenues. As sales tax revenues are extremely volatile and susceptible to many outside forces beyond the direct control of Town government, Frisco has consistently focused on developing strategies to address the issue. In 2005, the Town began local sales tax collection. Compliance rates immediately surged and remain well above average. Town Council has also supported efforts to attract more stable and varied sales tax generators.

After years of uncertainty surrounding the development of a Town-owned piece of land bordering Interstate 70, the Town came to terms on an agreement to bring organic grocer Whole Foods, Inc. to the site; the grand opening occurred at the end of April 2014. Additional restaurants and retailers were brought in to help anchor the site. Soon after, another organic grocer, Natural Grocers, opened nearby. This concentration of multiple conveniently located grocery options (including Wal-mart and Safeway) has helped Frisco become a major shopping hub for Summit County locals and travelers along the I-70 corridor. Infrastructure improvements for the Town's two commercial areas, Main Street and Summit Boulevard, have helped to drive further commercial activity. A long overdue full reconstruction of Main Street was completed ahead of schedule in 2016, the first time in over 20 years that the Town's arguably most important asset was improved and updated.

In accordance with the Peninsula Recreation Area Master Plan, the Town also began the first phase of construction of the Frisco Adventure Park in 2010. The scope of this project aimed to increase Frisco's visibility as a primary travel destination with the addition of world-class recreational amenities, including a tubing hill, a bike terrain park and a new day lodge. These facilities not only generate revenue for the General Fund in the short-term and a possible Enterprise Fund in the long-term, but also bolster sales and lodging tax revenues by attracting additional year-round guests. The Town will revisit the Peninsula Recreation Area Master Plan in 2019 to prioritize possible upgrades in the future.

Additional challenges for the Town of Frisco include the approach of both residential and commercial build-out, a severe shortage of affordable housing, economic volatility on the national level and an unpredictable climate. In regards to the approach of build-out, the geography of the Town largely prevents any expansion. As such, most development efforts are now focused on the redevelopment of existing properties. Frisco also has a very large second-homeowner population, with second homes accounting for approximately 67% of all homes in the Town. The demand for mountain valley real

TOWN of FRISCO

P.O. Box 4100 • Frisco, Colorado 80443

property, particularly in the Rocky Mountain region, has driven the price of housing up, making it difficult for young families to relocate to Frisco or to remain. Employers, including the Town of Frisco, have had difficulty in attracting and retaining employees as a result.

To help address the challenge, a Town-owned parcel of land, termed the Peak One Parcel, was annexed in early 2009 with the intention of developing attainable housing. In accordance with the Peak One Master Plan, ground was broken in 2010. Phase I was completed in 2011, phases II and III were completed in 2013, and phases IV and V were completed in 2014 and 2015, respectively. In late 2006, citizens of Summit County approved a measure enacting a 0.125% additional sales tax and an impact fee on new construction to fund affordable housing projects. Voters approved an additional increase of 0.6% in late 2016, increasing the affordable housing special district sales tax to 0.725% beginning in 2017.

A portion of these funds were used in 2018 to complete an eight-unit affordable housing project entitled Mary Ruth Place, with four units being available for rent to Town of Frisco employees, and an additional four units being available for rent to the greater Frisco community employee base. A portion of these funds were also used to initiate a buy-down program for four units at Coyote Village, with two units available to Town of Frisco employees for purchase, and the remaining two units available to the greater Frisco workforce for purchase. Two other employee rental units were constructed, using Capital Improvement Fund revenues, as part of the full remodel and expansion of the Town's Public Works facility. The Town Council has engaged in a public process, including the formation of a Housing Task Force, to determine goals for the future use of these revenues and remains committed to addressing attainable housing issues moving forward.

To best plan for political, economic and climatic uncertainty, the Town relies greatly on the knowledge and experience gained during the so-called "Great Recession", which had the largest local impact from 2008 – 2010. The conservative budgetary and reserve philosophies that form the basis of revenue and expenditure projections provide for flexibility. The Long-term Financial Planning section below goes into more detail as to policies that will also help to ensure the Town's financial stability during periods of volatility moving forward.

The most significant capital projects in 2018 were related to affordable housing projects, an overdue expansion of the Town's Public Works facility, and the upkeep and improvement of other existing infrastructure, including streets, recreational assets and Town facilities. Additional significant capital expenditures included multi-use paved pathway enhancements, environmental sustainability projects, updates to the Town's planning and zoning documents, and master planning and engineering for upcoming major projects.

Long-Term Financial Planning

The Town of Frisco has remained diligent in planning for the long-term financial well-being of the community. In addition to higher-level master planning and conservative

TOWN of FRISCO

P.O. Box 4100 • Frisco, Colorado 80443

revenue and expenditure projection philosophies, the long-term financial planning process has included the implementation of reserve policies, the development of a governmental service prioritization plan, and the preparation of a Long-Range Capital Improvement Plan.

The Town Council has set forth reserve policies which affect the General Fund, the Capital Improvements Fund, each Enterprise Fund (Water and Marina), and insurance and benefits in general. General Fund reserves are set at the equivalent of seven (7) months of fund expenditures for the prior year. Favorable General Fund balances above the required reserves at the end of each year are now required by Council to be transferred into the Capital Improvements Fund. Both the Water Fund and the Marina Fund are required to maintain an excess in reserve equaling 33.3% of the prior year's expenditures. The Town has also set aside limited funds in the Insurance Reserve Fund, which will be used to augment expenditures on employee benefits and insurance, should the need arise.

To plan for the inevitable economic volatility that comes with a heavy reliance on tourism, real estate and a favorable climate, Town staff has been directed to prioritize, by department, each service provided to the community. Staff has relied on internal deliberation and the input of the public to accomplish this task. Services have been categorized as core, desired and non-essential. Should budget cuts become necessary, those services in the non-essential category would be analyzed first. In this way, the Town Council, management and staff hope to avoid across-the-board cuts which may have a negative effect on core and/or desired services.

Capital improvements include any projects requiring debt obligation or borrowing, any acquisition or lease of land, the purchase of major equipment or vehicles valued in excess of \$5,000 with a life expectancy of at least five (5) years, the construction of new buildings or facilities, building improvements that enhance the value of the structure and are not routine expense, major studies with costs in excess of \$5,000 requiring the employment of outside professional services, and the replacement of existing facilities with a life span of at least five (5) years. However, it is important to note that capital expenditures often have a direct impact on the General Fund as new facilities and/or amenities incur operations and maintenance costs in future years. As such, it becomes even more important to plan for future capital expenditures. Staff is required, on an annual basis, to prepare a Long-Range Capital Improvement Plan for each fund. The Plans include a five-year outlook containing a concise summary of proposed capital improvements and equipment and their associated maintenance and/or operating costs. Revenue and expenditure assumptions, required staffing levels and relevant supporting information as to their necessity and impact are also included.

Acknowledgements

The preparation and completion of this report could not have been accomplished without the efforts of the Finance Department staff and other Town Departments. Special thanks are extended to all members of the independent certified public accounting firm for their able assistance and for the professional manner in which they have accomplished this assignment. We would also like to thank the Mayor, Town Council

TOWN of FRISCO

P.O. Box 4100 • Frisco, Colorado 80443

and the Town Manager for their interest and support in planning and conducting the financial operations of the Town in a fiscally responsible and progressive manner.

Respectfully submitted,



Bonnie Moinet
Finance Director



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**Town of Frisco
Colorado**

For its Comprehensive Annual
Financial Report
for the Fiscal Year Ended

December 31, 2017

Christopher P. Morvill

Executive Director/CEO



ORGANIZATIONAL CHART

CITIZENS OF FRISCO

TOWN COUNCIL

Town Attorney
Prosecuting Attorney
Municipal Court
Judge

Town Manager

Boards &
Commissions

Town Clerk
Executive Assistant

**COMMUNITY
DEVELOPMENT
DEPARTMENT**

Planning
Zoning
Building

**PUBLIC
WORKS
DEPARTMENT**

Streets
Buildings
Fleet
Grounds
Water

**POLICE
DEPARTMENT**

Administration
Municipal Court
Law
Enforcement
Investigation

**RECREATION
AND CULTURAL
DEPARTMENT**

Adventure
Park
Marina
Historic Park
Summer/
Winter
Programs
& Activities
Athletic
Events

**FINANCE
DEPARTMENT**

Audit
Budget
Revenue
Human Resources
Payroll
Accounts Payable
Utility Billing

**MARKETING &
COMMUNICATIONS
DEPARTMENT**

Marketing
Special Events
Information
Center

**TOWN OF FRISCO, COLORADO
LIST OF ELECTED AND ADMINISTRATIVE OFFICIALS
December 31, 2018**

Elected Officials

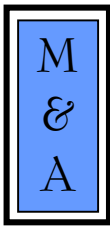
Mayor	Gary Wilkinson
Mayor Pro-tem	Hunter Mortensen
Council Members	Melissa Sherburne
	Dan Fallon
	Rick Ihnken
	Deborah Shaner
	Jessica Burley

Administrative Officials

Interim Town Manager	Diane McBride
Assistant Town Manager/ Recreation Director	Diane McBride
Town Attorney	Thad Renaud
Town Clerk	Deborah Wohlmuth
Finance Director	Bonnie Moinet
Police Chief	Tom Wickman
Public Works Director	Jeff Goble
Community Development Director	Joyce Allgaier
Marketing Director	Vanessa Agee

FINANCIAL SECTION





MCMAHAN AND ASSOCIATES, L.L.C.

Certified Public Accountants and Consultants

CHAPEL SQUARE, BLDG C
245 CHAPEL PLACE, SUITE 300
P.O. Box 5850, AVON, CO 81620

WEB SITE: WWW.MCMAHANCPA.COM
MAIN OFFICE: (970) 845-8800
FACSIMILE: (970) 845-8108
E-MAIL: MCMAHAN@MCMAHANCPA.COM

INDEPENDENT AUDITOR'S REPORT

**To the Mayor and Town Council
Town of Frisco, Colorado**

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Frisco, Colorado (the "Town"), as of and for the year ended December 31, 2018, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit includes performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those assessments, the auditor considers internal control relevant to the Town's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances. An audit also includes evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall financial statement presentation.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Town of Frisco, Colorado as of December 31, 2018, and the respective changes in financial position and where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Member: American Institute of Certified Public Accountants

PAUL J. BACKES, CPA, CGMA
MICHAEL N. JENKINS, CA, CPA, CGMA
DANIEL R. CUDAHY, CPA, CGMA

AVON: (970) 845-8800
ASPEN: (970) 544-3996
FRISCO: (970) 668-3481

INDEPENDENT AUDITOR'S REPORT
To the Mayor and Town Council
Town of Frisco, Colorado

Other Matters

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis in Section B and the Schedule of Employer's Proportionate Share of the Net Pension Asset / Liability and the Schedule of Town Contributions in Section E be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing procedures generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The fund budgetary comparison information in section E is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. The budgetary comparison information in section E has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements, or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's financial statements taken as a whole. The introductory section, the supplementary information in section F, and the statistical tables in Section G, as listed in the Table of Contents, are presented for purposes of additional analysis and are not a required part of the Town's financial statements. The supplementary information in section F, as listed in the Table of Contents, is the responsibility of management and was derived from and related directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole. The introductory section and statistical section have not been subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on them.

McMahan and Associates, L.L.C.

McMahan and Associates, L.L.C.
May 31, 2019

MANAGEMENT'S DISCUSSION AND ANALYSIS



Town of Frisco, Colorado

Management's Discussion and Analysis

December 31, 2018

As management of the Town of Frisco, ("Town"), we offer readers of the Town's financial statements this narrative overview and analysis of the financial activities of the Town for the fiscal year ended December 31, 2018. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i-vii of this report.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the Town's basic financial statements. The Town's basic financial statements include three components: 1) government-wide financial statements; 2) fund financial statements; and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements.

In 2018, a vibrant economy, along with favorable climate conditions, a strong tourism market and development of a retail complex, continued to contribute to replenishment of the Town's reserves to levels that will provide stability for the long term.

Government-wide financial statements: The government-wide financial statements are designed to provide readers with a broad overview of the Town's finances, in a manner similar to a private-sector business.

The Statement of Net Position presents information on all Town assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (i.e. uncollected revenues such as grants or earned but unused vacation leave.)

Both of the government-wide financial statements distinguish functions of the Town that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the Town include general government, public safety, community development, public works, and culture and recreation. The business-type activities of the Town are water and marina operations.

The government-wide financial statements can be found on pages C-1 and C-2 of this report.

Fund financial statements: A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The Town, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the Town can be divided into two categories: governmental and proprietary funds.

Governmental funds: Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows

Overview of the Financial Statements (continued)

Governmental funds (continued): and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. The Balance Sheet and the Statement of Revenues, Expenditures and Changes in Fund Balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The Town adopts an annual appropriated budget for all governmental funds. A budgetary comparison statement has been provided for all funds to demonstrate compliance with the state budget statutes.

Proprietary funds: The Town maintains two proprietary funds commonly known as enterprise funds. Enterprise funds are used to report the same functions presented as business-type activities in the government-wide financial statements. The Town uses enterprise funds to account for its water operations and the marina operations.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for its business-type service provided by the Town, which are considered to be major funds of the Town.

The basic proprietary fund financial statements can be found on pages C7 – C9 of this report. The Town also presents a budgetary comparison for its proprietary funds.

Notes to the Financial Statements: The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The Notes to the Financial Statements can be found in Section D of this report.

Government-wide financial analysis: As mentioned earlier, the government-wide financial statements are designed to provide readers with a broad overview and long-term analysis of the Town's finances, in a manner similar to a private-sector business.

Overview of the Financial Statements (continued)

Government-wide financial analysis (continued):

The following schedule shows the Town's net position for 2018 and 2017:

	Town of Frisco's Net Position					
	Governmental		Business-type		Total	
	Activities		Activities			
	2018	2017	2018	2017	2018	2017
Assets:						
Current and other assets	\$24,835,155	\$22,239,221	\$6,407,583	\$6,212,228	\$31,242,738	\$28,541,449
Capital assets	43,478,795	39,951,179	9,155,965	8,281,537	52,634,760	48,232,716
Total Assets	68,313,950	62,280,400	15,563,548	14,493,765	83,877,498	76,774,165
Deferred Outflows of Resources:	280,464	350,381	-	-	280,464	350,381
Liabilities:						
Other liabilities	2,470,848	1,670,624	15,564	64,341	2,486,412	1,734,965
Long-term liabilities	3,790,659	4,140,850	19,998	20,337	3,810,657	4,161,187
Total Liabilities	6,261,507	5,811,474	35,562	84,678	6,297,069	5,896,152
Deferred Inflows of Resources:	238,460	177,101	-	-	238,460	177,101
Net Position:						
Net investment in capital assets	39,594,729	35,805,489	9,155,965	8,281,537	48,750,694	44,087,026
Restricted	1,409,259	1,152,548	664,551	198,940	2,073,810	1,351,448
Unrestricted	21,090,459	19,684,169	5,707,470	5,928,610	26,797,929	20,344,810
Total Net Position	\$62,094,447	\$56,642,206	\$15,527,986	\$14,409,087	\$77,622,433	\$71,051,293

The largest portions of the Town's assets are reflected in the investment in capital assets (i.e. land, buildings, improvements, and equipment). Capital assets account for 63% of the total assets. The Town uses these assets to provide services to its citizens. The Town's remaining assets are generally available to pay liabilities or fund operations. At the end of the current fiscal year, the Town is able to report positive balances in all three categories of net position, both for the government as a whole, as well as for its separate governmental and business-type activities. The Town's capital assets before depreciation increased \$7,033,446 due to various infrastructure projects, addition to the Public Works facility, housing projects and replacement of fleet at the marina. Additionally, the Town purchased vehicles, equipment and computers.

Overview of the Financial Statements (continued)

Government-wide financial analysis (continued):

The following schedule provides financial information from the Town's Statement of Activities for 2018 and 2017:

Town of Frisco's Changes in Net Position

	Governmental		Business-type		Total	
	Activities		Activities			
	2018	2017	2018	2017	2018	2017
REVENUES:						
Program revenues:						
Charges for services	\$4,277,557	\$3,939,368	\$2,555,235	\$2,442,513	\$6,832,792	\$6,381,878
Operating grants and contributions	308,543	364,857	27,570	32,622	336,113	\$397,479
Capital grants and contributions	30,000	65,668	647,832	331,623	677,832	\$397,291
General revenues:						
Property taxes	168,344	154,136	-	-	168,344	\$154,136
Sales and use taxes	11,001,605	10,288,559	-	-	11,001,605	\$10,288,559
Real estate transfer tax	1,415,715	1,293,352	-	-	1,415,715	\$1,293,352
Franchise taxes	318,602	323,924	-	-	318,602	\$323,924
Lodging taxes	534,342	490,541	-	-	534,342	\$490,541
Other taxes	404,064	393,420	-	-	404,064	\$393,420
Gain on asset disposition	2,127,677	-	24,922	54,371	2,152,599	-
Interest and other	449,434	313,756	100,764	72,373	550,198	\$440,500
Total Revenues	21,035,883	17,627,581	3,356,323	2,933,502	24,392,206	20,561,083
EXPENSES:						
Program Expenses						
General Government	5,805,422	3,632,450	-	-	5,805,422	3,632,450
Public Safety	1,326,397	1,517,580	-	-	1,326,397	1,517,580
Public works	2,777,951	2,697,095	-	-	2,777,951	2,697,095
Community development	1,838,271	1,635,078	-	-	1,838,271	1,635,078
Culture and recreation	3,634,564	3,538,985	-	-	3,634,564	3,538,985
Housing	45,547	181,102	-	-	45,547	181,102
Interest	155,488	255,106	-	-	155,488	255,106
Marina Fund	-	-	1,231,122	1,137,475	1,231,122	1,137,475
Water Fund	-	-	1,006,302	1,004,053	1,006,302	1,004,053
Total Expenses	15,583,640	13,457,396	2,237,424	2,141,528	17,821,063	15,598,924
Increase in Net Position	5,452,243	4,170,185	1,118,899	791,974	6,571,142	4,962,159
Net Position-Beginning	56,642,204	52,472,021	14,409,087	13,617,113	71,051,291	66,089,134
Net Position - Ending	\$62,094,447	\$56,642,206	\$15,527,986	\$14,409,087	\$77,622,433	\$71,051,293

Overview of the Financial Statements (continued)

Governmental activities: Governmental activities increased the Town's net position by \$5,452,243 in 2018. Key elements of this increase are as follows:

- The following sources of revenue exceeded original budget projections as follows: licenses and building and development fees - \$273,594; city and county sales taxes - \$707,845; investment income - \$213,772; SCHA 5A taxes - \$313,760; other taxes - \$60,704; Nordic Center fees - \$35,495; recreation and Adventure Park fees - \$320,855; and lodging taxes - \$44,342.
- All governmental activities were subsidized by tax revenue.

Business-type activities: Business-type activities increased the Town's net position by \$1,118,899 in 2018. Key elements of this increase are as follows:

- Total user charges exceeded original budgeted amounts by \$303,210.
- Plant investment fee projections were under budget by \$30,756.
- Aggregate operating expenses, including capital outlay, were under budget projections by \$1,655,589.

Financial Analysis of the Town's Funds

As mentioned earlier in this analysis, the Town uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds: The focus of the Town's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the Town's financing requirements. In particular the fund balance may serve as a useful measure of a government's net resources available for spending at the end of the fiscal year. In February 2009, the Governmental Accounting Standards Board (GASB) issued Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This standard left unchanged the total amount reported as fund balance, but substantially altered the categories and terminology used to describe its components. This approach focuses not on financial resources available for appropriation but on "the extent to which the government is bound to honor constraints on the specific purposes for which amounts in the fund can be spent". The Town of Frisco implemented this new standard in 2011.

As of the end of the current fiscal year, the Town's governmental funds reported combined ending fund balances of \$17,391,705; an increase of \$1,367,200 from the prior year's ending fund balances. The following schedule details ending fund balances for the past several years:

Fund	2014	2015	2016	2017	2018
General	\$5,897,744	\$6,248,219	\$5,267,734	\$5,662,752	\$7,292,712
Capital Improvement	1,533,285	2,174,649	4,402,501	7,188,940	5,859,534
Conservation Trust	67,893	68,698	47,692	23,594	50,897
Open Space	111,409	11,684	11,752	11,845	12,112
Summit County Housing 5A	691,910	951,566	1,235,989	2,390,015	3,412,355
Insurance Reserve	198,528	199,065	200,223	201,811	205,191
Lodging Tax	333,349	341,370	438,710	545,548	558,904
	<u>\$8,834,118</u>	<u>\$9,995,252</u>	<u>\$11,604,601</u>	<u>\$16,024,505</u>	<u>\$17,391,705</u>

Financial Analysis of the Town's Funds (continued)

Governmental Funds (continued): The General Fund is the chief operating fund of the Town of Frisco. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$6,585,687 while the total fund balance increased from 2017 to \$7,292,712. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to fund expenditures. Unassigned fund balance represents 58% of total 2018 General Fund expenditures, while total fund balance represents 65% of that same amount.

The fund balance of the Town of Frisco's General Fund increased by \$1,629,960 during the current fiscal year. Key factors for 2018 are as follows:

- General Fund revenues were \$1,421,803 more than final budget projections, an indication that the local, state and national economies are recovering.
- 2018 expenditures were less than budgeted by \$1,020,956, primarily due to overall conservative spending and unfilled positions for part of the year.
- Fund balance in excess of the 7-month reserve that is required to be transferred to the Capital Improvement Fund exceeded final budget projections by \$1,255,581.

The Capital Improvement Fund has a total fund balance of \$5,859,534, a decrease of \$1,329,406 from the prior year. The major revenue source for the Capital Improvement Fund is Real Estate Investment Fees ("REIF") and a transfer from the General Fund, when there is an excess over required General Fund reserves. The Town's debt service is managed from this fund, as are expenditures for capital projects and equipment. Key factors for 2018 are as follows:

- The Town's debt service for 2018 totaled \$436,625: \$220,813 for 2010 Certificates of Participation; \$85,667 for lease purchase; \$100,000 for lease purchase payment for the 1st and Main Street building; and \$30,000 for repayment of a loan from the Water Fund.
- The Town expended \$5,400,413 on capital projects: \$1,843,299 for workforce housing; \$893,780 for expansion of amenities at the Frisco Adventure Park; \$1,262,626 for expansion of the Public Works facility; \$112,500 for a traffic study at a major highway exit and the remainder (\$1,288,208) for vehicle and equipment purchases, various street and pathway projects, technology purchases and facility improvements.
- Revenues from REIF were under budget projections by \$84,285.
- A transfer into this fund from the General Fund (see above) exceeded budget by \$1,255,581.

The SCHA 5A Fund has a total fund balance of \$3,412,355, an increase of \$1,022,340 from 2017. Key factors for 2018 are as follows:

- Sales tax revenues generated were over budget by \$313,760
- Some major capital housing project that were originally budgeted in 2018 were not completed, resulting in expenditures under budget by \$1,089,937.

The Town's non-major governmental combined fund balances increased \$44,306.

Proprietary funds: The Town's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position for the Water Fund at the end of the current fiscal year were \$4,847,291 while the Marina Fund reported unrestricted net position of \$860,179.

Financial Analysis of the Town's Funds (continued)

Budget variances in the General Fund: The Town's General Fund revenues exceeded budget by \$1,421,803 while General Fund expenditures were under budget by \$1,020,956. Aside from the variance in the amount of required transfer to the Capital Improvement Fund discussed in the fund balance section, the General Fund's significant budget variances are detailed as follows:

Account	Final Budget Variance: Positive / (Negative)	Reason
Revenues:		
Sales Taxes	\$707,845	Increased tourism and increased consumer confidence
Other Taxes	60,704	Increased revenues from recreational and medical marijuana taxes and severance tax
Licenses/Permits	273,594	Business and development permits increased significantly, indicating recovery from economic downturn
Investment Income	76,495	Improving interest rates
Charges for Services	358,317	Frisco Adventure Park, Nordic Center, special events, recreation fees, fines, and building and facility rents higher than budgeted
Expenditures:		
General Government	82,403	Lower health insurance fees and liability insurance than final budget
Public Safety	291,866	Vacant positions throughout year
Public Works	189,356	Road, building and vehicle repairs less than anticipated; vacant positions
Culture and Recreation	417,004	Vacancies in positions as a result of recruiting challenges
Community Development	40,327	Costs associated with special events less than anticipated

Capital assets: The Town's government-wide capital assets, net of accumulated depreciation, increased due to infrastructure improvements and additions and replacements of equipment and vehicles. Additional information as well as a detailed classification of the Town's net capital assets can be found in the Notes to the Financial Statements in Section D of this report.

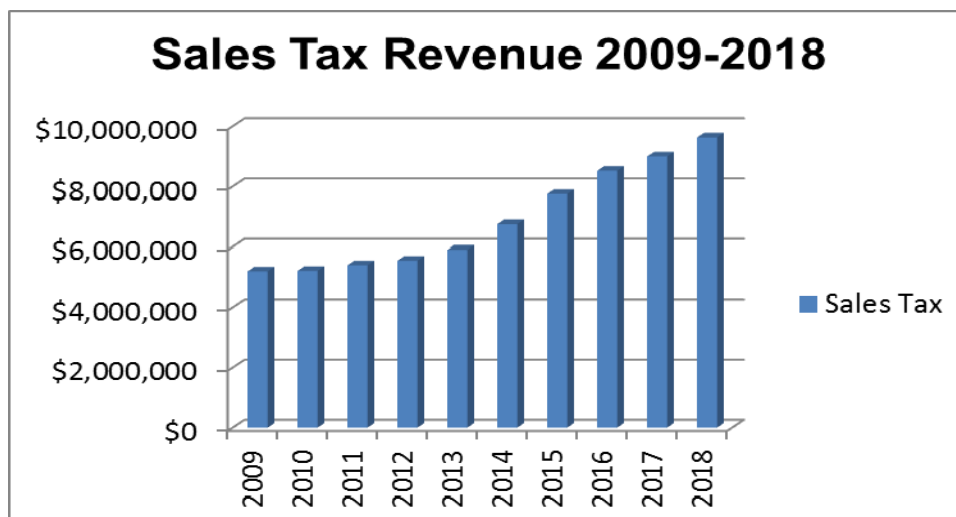
Financial Analysis of the Town's Funds (continued)

Long-term debt: At the end of the current fiscal year, the Town had a total of \$3,810,657 in long-term liabilities, detailed as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental Activities:					
Certificates of Participation:					
Series 2010A	\$670,000	\$ -	(\$195,000)	\$475,000	\$200,000
Issuance Premium	2,780	-	(1,254)	1,526	-
Net Certificates of Participation	672,780	-	(196,254)	476,526	200,000
Lease Purchases:					
First & Main, L.L.C	1,024,698	-	(59,012)	965,686	61,373
Vectra Bank Colorado	2,480,000	-	(20,700)	2,459,300	21,200
Net Capital Leases	3,504,698	-	(79,712)	3,424,986	82,573
Net Pension Liability	53,226	-	(53,226)	-	-
Compensated Absences	355,140	258,921	(327,861)	286,200	114,480
Total Governmental Activities Long-term Liabilities	<u>\$4,585,844</u>	<u>\$258,921</u>	<u>(\$657,053)</u>	<u>\$4,187,712</u>	<u>\$397,053</u>
Business-type Activities:					
Compensated Absences	\$33,895	\$33,762	(\$34,328)	\$33,329	\$13,331
Total Business-type Activities Long-term Liabilities	<u>\$33,895</u>	<u>\$33,762</u>	<u>(\$34,328)</u>	<u>\$33,329</u>	<u>\$13,331</u>

Additional information regarding the Town's long-term debt can be found in the Notes to the Financial Statements in Section D of this report.

Sales Tax: Sales tax revenues account for approximately 63% of total General Fund revenues and are the primary source for providing funds for general operations and maintenance for the Town of Frisco. The Town began self-collection of City sales tax as of July 1, 2005, which has led to increased collections. The following chart indicates changes in sales tax over the past ten years:



Request for Information: This financial report is designed to provide a general overview of the Town's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Town of Frisco, Finance Director, PO Box 4100, Frisco, Colorado 80443.

GOVERNMENT-WIDE FINANCIAL STATEMENTS



Town of Frisco, Colorado
Statement of Net Position
December 31, 2018

	Governmental Activities	Business-type Activities	Total
Assets:			
Cash and cash equivalents - Unrestricted	17,640,555	5,194,399	22,834,954
Cash and cash equivalents - Restricted	143,379	-	143,379
Receivables, net:			
Property taxes assessed	170,923	-	170,923
Other taxes	924,472	-	924,472
Intergovernmental	944,226	-	944,226
Employees	26,262	-	26,262
Other	565,618	234,254	799,872
Non-current	30,793	-	30,793
Internal balances	(908,884)	908,884	-
Notes receivable	4,500,000	-	4,500,000
Interest receivable	564,503	-	564,503
Inventories	46,519	70,046	116,565
Prepaid items	1,191	-	1,191
Net pension asset - SWDB	185,598	-	185,598
Capital assets - Not being depreciated	10,003,183	951,554	10,954,737
Capital assets, net of accumulated depreciation	33,475,612	8,204,411	41,680,023
Total Assets	68,313,950	15,563,548	83,877,498
Deferred Outflows of Resources:			
Deferred charge on refunding	17,446	-	17,446
Pension-related deferred outflows - SWDB	263,018	-	263,018
Total Deferred Outflows of Resources	280,464	-	280,464
Liabilities:			
Accounts payable	1,808,154	2,233	1,810,387
Interest payable	40,169	-	40,169
Unearned revenue	73,358	-	73,358
Deposits payable	152,114	-	152,114
Compensated absences:			
Due within one year	114,480	13,331	127,811
Due in more than one year	171,720	19,998	191,718
Debt payable:			
Due within one year	282,573	-	282,573
Due in more than one year	3,618,939	-	3,618,939
Total Liabilities	6,261,507	35,562	6,297,069
Deferred Inflows of Resources:			
Property taxes	159,723	-	159,723
Pension-related deferred inflows - SWDB	78,737	-	78,737
Total Deferred Inflows of Resources	238,460	-	238,460
Net Position:			
Net investment in capital assets	39,594,729	9,155,965	48,750,694
Restricted:			
TABOR emergency reserve	626,000	-	626,000
Pensions - SWDB	185,598	-	185,598
Conservation Trust Fund	50,897	-	50,897
Economic development	546,764	-	546,764
CRCA	-	664,551	664,551
Unrestricted	21,090,459	5,707,470	26,797,929
Total Net Position	62,094,447	15,527,986	77,622,433

The accompanying notes are an integral part of these financial statements.

Town of Frisco, Colorado
Statement of Activities
For the Year Ended December 31, 2018

	<u>Program Revenues</u>			<u>Net (Expense) Revenue and Changes in Net Position</u>			
	<u>Expenses</u>	<u>Charges for Services</u>	<u>Operating Grants and Contributions</u>	<u>Capital Grants and Contributions</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
Functions/Programs:							
Governmental activities:							
General government	5,805,422	263,086	246,775	-	(5,295,561)		(5,295,561)
Public safety	1,326,397	47,275	27,022	-	(1,252,100)		(1,252,100)
Public works	2,777,951	5,270	-	-	(2,772,681)		(2,772,681)
Community development	1,838,271	468,573	-	30,000	(1,339,698)		(1,339,698)
Culture and recreation	3,634,564	3,368,099	34,746	-	(231,719)		(231,719)
Housing	45,547	125,254	-	-	79,707		79,707
Interest on long-term debt	155,488	-	-	-	(155,488)		(155,488)
Total - Governmental activities	<u>15,583,640</u>	<u>4,277,557</u>	<u>308,543</u>	<u>30,000</u>	<u>(10,967,540)</u>		<u>(10,967,540)</u>
Business-type activities:							
Water	1,006,301	989,542	-	181,775		165,016	165,016
Marina	1,231,122	1,565,693	27,570	466,057		828,198	828,198
Total - Business-type activities	<u>2,237,423</u>	<u>2,555,235</u>	<u>27,570</u>	<u>647,832</u>		<u>993,214</u>	<u>993,214</u>
Total	<u>17,821,063</u>	<u>6,832,792</u>	<u>336,113</u>	<u>677,832</u>	<u>(10,967,540)</u>	<u>993,214</u>	<u>(9,974,326)</u>
General revenues:							
Taxes:							
Sales and use taxes					11,001,605	-	11,001,605
Real estate transfer fees					1,415,715	-	1,415,715
Franchise taxes					318,602	-	318,602
Lodging taxes					534,342	-	534,342
Property and specific ownership taxes					168,344	-	168,344
Miscellaneous taxes					404,064	-	404,064
Investment earnings					390,871	100,764	491,635
Gain on asset disposition					2,127,677	24,922	2,152,599
Miscellaneous					58,563	-	58,563
Total - General revenues and transfers					<u>16,419,783</u>	<u>125,686</u>	<u>16,545,469</u>
Change in Net Position					5,452,243	1,118,900	6,571,143
Net Position - January 1					<u>56,642,204</u>	<u>14,409,086</u>	<u>71,051,290</u>
Net Position - December 31					<u>62,094,447</u>	<u>15,527,986</u>	<u>77,622,433</u>

The accompanying notes are an integral part of these financial statements.

FUND FINANCIAL STATEMENTS



Town of Frisco, Colorado
Balance Sheet
Governmental Funds
December 31, 2018

	General Fund	Summit County Housing Authority 5A Fund	Capital Improvement Fund	Non- major Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents - Unrestricted	7,254,482	3,255,224	6,403,207	727,642	17,640,555
Cash and cash equivalents - Restricted	1,388	-	141,991	-	143,379
Receivables, net of allowance for uncollectible accounts:					
Property taxes	170,923	-	-	-	170,923
Other taxes	583,238	253,767	-	87,467	924,472
Intergovernmental	944,226	-	-	-	944,226
Employees	26,262	-	-	-	26,262
Other	304,082	-	261,536	-	565,618
Non-current	30,793	-	-	-	30,793
Inventory	34,379	-	-	12,140	46,519
Prepaid items	1,191	-	-	-	1,191
Total Assets	9,350,964	3,508,991	6,806,734	827,249	20,493,938
Liabilities and Fund Equity:					
Liabilities:					
Accounts/vouchers payable	1,459,850	85,693	38,316	145	1,584,004
Accrued payroll and related liabilities	224,150	-	-	-	224,150
Internal balances	-	-	908,884	-	908,884
Unearned revenue	69,325	4,033	-	-	73,358
Deposits payable	145,204	6,910	-	-	152,114
Total Liabilities	1,898,529	96,636	947,200	145	2,942,510
Deferred inflows of Resources:					
Property taxes	159,723	-	-	-	159,723
Fund Balances:					
Non-spendable	66,363	-	-	12,140	78,503
Restricted	626,000	3,412,355	141,991	597,661	4,778,007
Committed	-	-	5,717,543	217,303	5,934,846
Assigned	14,662	-	-	-	14,662
Unassigned	6,585,687	-	-	-	6,585,687
Total Fund Balances	7,292,712	3,412,355	5,859,534	827,104	17,391,705
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	9,350,964	3,508,991	6,806,734	827,249	20,493,938

The accompanying notes are an integral part of these financial statements.

Town of Frisco, Colorado
Reconciliation of the Governmental Funds Balance Sheet
to the Statement of Net Position
December 31, 2018

Governmental Funds Total Fund Balance		17,391,705
 Amounts reported for governmental activities in the Statement of Net Positions are different because:		
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds:		
Cost of capital assets	64,924,669	
Accumulated depreciation	<u>(21,445,874)</u>	43,478,795
 Other long-term assets and deferred outflows are not available for current period expenditures and, therefore, are not reported in the funds:		
Long-term promissory note	4,500,000	
Interest earned on long-term promissory note	564,503	
Net pension asset - SWDB	185,598	
Pension related deferred outflows of resources	<u>263,018</u>	5,513,119
 Long-term liabilities and deferred inflows, including debt payable, interest payable, compensated absences and pension related deferred inflows, are not due and payable in the current period and, therefore, are not reported in the funds:		
Certificates of participation	(475,000)	
Premium on issuance of certificates of participation	(1,526)	
Capital leases	(3,424,986)	
Accrued interest	(40,169)	
Accrued compensated absences	(286,200)	
Pension-related deferred inflows of resources	(78,737)	
Deferred refunding costs	<u>17,446</u>	<u>(4,289,172)</u>
 Net Position of Governmental Activities		 <u><u>62,094,447</u></u>

The accompanying notes are an integral part of these financial statements.

Town of Frisco, Colorado
Statement of Revenues, Expenditures and Changes in Fund Balances
Governmental Funds
For the Year Ended December 31, 2018

	General Fund	Summit County Housing Authority 5A Fund	Capital Improvement Fund	Non- major Funds	Total Governmental Funds
Revenues:					
Taxes	10,498,855	1,393,760	1,415,715	534,342	13,842,672
Licenses, permits, and fees	627,894	118,316	-	-	746,210
Intergovernmental revenue	273,797	-	-	59,677	333,474
Charges for services	3,521,017	-	-	262	3,521,279
Investment income	126,495	33,324	116,072	13,731	289,622
Rental income	-	6,938	-	-	6,938
Miscellaneous	56,673	-	-	10,085	66,758
Total Revenues	<u>15,104,731</u>	<u>1,552,338</u>	<u>1,531,787</u>	<u>618,097</u>	<u>18,806,953</u>
Expenditures:					
Current:					
General government	3,715,707	45,463	1,500	-	3,762,670
Public safety	1,404,537	-	-	-	1,404,537
Community development	1,522,306	-	-	298,915	1,821,221
Public works	1,891,301	-	-	-	1,891,301
Culture and recreation	2,749,410	-	-	274,876	3,024,286
Capital outlay	-	1,842,920	5,400,413	-	7,243,333
Debt service:					
Principal	-	-	274,712	-	274,712
Interest	-	-	145,370	-	145,370
Total Expenditures	<u>11,283,261</u>	<u>1,888,383</u>	<u>5,821,995</u>	<u>573,791</u>	<u>19,567,430</u>
Excess (Deficiency) of Revenues Over (Under) Expenditures	<u>3,821,470</u>	<u>(336,045)</u>	<u>(4,290,208)</u>	<u>44,306</u>	<u>(760,477)</u>
Other Financing Sources (Uses):					
Sale of assets	-	1,358,385	769,292	-	2,127,677
Interfund transfers	(2,191,510)	-	2,191,510	-	-
Total Other Financing Sources (Uses)	<u>(2,191,510)</u>	<u>1,358,385</u>	<u>2,960,802</u>	<u>-</u>	<u>2,127,677</u>
Net Change in Fund Balances	1,629,960	1,022,340	(1,329,406)	44,306	1,367,200
Fund Balances - January 1	<u>5,662,752</u>	<u>2,390,015</u>	<u>7,188,940</u>	<u>782,798</u>	<u>16,024,505</u>
Fund Balances - December 31	<u><u>7,292,712</u></u>	<u><u>3,412,355</u></u>	<u><u>5,859,534</u></u>	<u><u>827,104</u></u>	<u><u>17,391,705</u></u>

The accompanying notes are an integral part of these financial statements.

Town of Frisco, Colorado
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and
Changes in Fund Balances of the Governmental Funds to the Statement of Activities
For the Year Ended December 31, 2018

Net Change in Fund Balance of Governmental Funds		1,367,200
Amounts reported for governmental activities in the Statement of Activities are different because:		
<p>Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount by which capital outlay exceeded depreciation, adjusted for disposal losses incurred:</p>		
Depreciation	(1,884,267)	
Capital outlay	<u>5,603,890</u>	3,719,623
<p>The net effect of miscellaneous transactions involving capital assets (i.e., sales, trade-ins, and donations) is a decrease in net position</p>		
	<u>(192,011)</u>	(192,011)
<p>The issuance of long-term debt (i.e., certificates of participation and capital leases) provides current financial resources to governmental funds, while the repayment of principal on long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This is the amount of principal repayments less debt proceeds reported in the governmental funds:</p>		
Principal repayments	<u>274,712</u>	274,712
<p>Some revenues reported in the Statement of Activities do not provide sources of current financial resources and therefore are not reported as revenue in the governmental funds:</p>		
Accrued interest income	<u>101,250</u>	101,250
<p>Some expenses reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds:</p>		
Change in accrued compensated absences	68,940	
Change in accrued interest	(10,116)	
Pension expense	<u>122,645</u>	<u>181,469</u>
Change in Net Position of Governmental Activities		<u><u>5,452,243</u></u>

The accompanying notes are an integral part of these financial statements.

Town of Frisco, Colorado
Statement of Net Position
Proprietary Funds
December 31, 2018

	Business-type Activities		
	Enterprise Fund - Water Fund	Enterprise Fund - Marina Fund	Total
Assets:			
Current assets:			
Cash and cash investments - Unrestricted	3,703,540	1,490,859	5,194,399
Accounts receivable - Other	225,231	9,023	234,254
Inventories	31,659	38,387	70,046
Total - Current assets	3,960,430	1,538,269	5,498,699
Long-term assets:			
Internal balances	908,884	-	908,884
Land and other non-depreciable assets	533,753	417,801	951,554
Property, plant and equipment, net of accumulated depreciation	5,762,652	2,441,759	8,204,411
Total - Long-term assets	7,205,289	2,859,560	10,064,849
Total Assets	11,165,719	4,397,829	15,563,548
Liabilities:			
Current liabilities:			
Accounts payable	219	2,014	2,233
Current portion of compensated absences	8,722	4,609	13,331
Total - Current liabilities	8,941	6,623	15,564
Noncurrent liabilities:			
Compensated absences, net of current portion	13,082	6,916	19,998
Total Liabilities	22,023	13,539	35,562
Net Position			
Net investment in capital assets	6,296,405	2,859,560	9,155,965
Restricted for CRCA projects	-	664,551	664,551
Unrestricted	4,847,291	860,179	5,707,470
Total Net Position	11,143,696	4,384,290	15,527,986

The accompanying notes are an integral part of these financial statements.

Town of Frisco, Colorado
Statement of Revenues, Expenses and Changes in Net Position
Proprietary Funds
For the Year Ended December 31, 2018

	Business-type Activities		
	Enterprise Fund - Water Fund	Enterprise Fund - Marina Fund	Total
Operating Revenues:			
Charges for services	964,017	1,565,693	2,529,710
Water meter sales	23,841	-	23,841
Intergovernmental - Operating grants	-	27,570	27,570
Other operating	1,684	-	1,684
Total Operating Revenues	989,542	1,593,263	2,582,805
Operating Expenses:			
Salaries and benefits	353,367	542,550	895,917
Administrative fees	42,500	20,000	62,500
Professional fees	80,095	22,467	102,562
Supplies	20,515	75,307	95,822
Utilities	55,823	17,983	73,806
Repairs and maintenance	51,058	29,592	80,650
General expenses	83,660	271,791	355,451
Water meter replacements	14,830	-	14,830
Depreciation	304,453	251,432	555,885
Total Operating Expenses	1,006,301	1,231,122	2,237,423
Operating Income (Loss)	(16,759)	362,141	345,382
Non-Operating Revenue (Expenses):			
Intergovernmental - Non-operating grants	12,531	466,057	478,588
Investment income	79,896	20,868	100,764
Gain (loss) on asset disposal	6,775	18,147	24,922
Total Non-Operating Revenues (Expenses)	99,202	505,072	604,274
Income Before Capital Contributions	82,443	867,213	949,656
Capital Contributions:			
Plant investment fees	169,244	-	169,244
Total Capital Contributions	169,244	-	169,244
Change in Net Position	251,687	867,213	1,118,900
Net Position - January 1	10,892,009	3,517,077	14,409,086
Net Position - December 31	11,143,696	4,384,290	15,527,986

The accompanying notes are an integral part of these financial statements.

Town of Frisco, Colorado
Statement of Cash Flows
Proprietary Funds
For the Year Ended December 31, 2018

	Business-type Activities		
	Enterprise Fund - Water Fund	Enterprise Fund - Marina Fund	Total
Cash Flows From Operating Activities:			
Cash received from customers and others	959,249	1,590,298	2,549,547
Cash paid to suppliers for goods and services	(401,386)	(440,259)	(841,645)
Cash paid to employees for services	(351,947)	(544,537)	(896,484)
Net Cash Provided (Used) by Operating Activities	<u>205,916</u>	<u>605,502</u>	<u>811,418</u>
Cash Flows From Noncapital and Related Financing Activities:			
Grant awards	12,531	-	12,531
Net Cash Provided (Used) by Noncapital and Related Financing Activities	<u>12,531</u>	<u>-</u>	<u>12,531</u>
Cash Flows From Capital and Related Financing Activities:			
Plant investment fees received	169,244	-	169,244
Intergovernmental revenue	-	466,057	466,057
Sale of capital assets	6,775	17,388	24,163
Acquisition of capital assets	(889,329)	(540,227)	(1,429,556)
Net Cash Provided (Used) by Capital and Related Financing Activities	<u>(713,310)</u>	<u>(56,782)</u>	<u>(770,092)</u>
Cash Flows From Investing Activities:			
Interest received	79,896	20,868	100,764
Principal received on loan receivable	16,398	-	16,398
Net Cash Provided (Used) by Investing Activities	<u>96,294</u>	<u>20,868</u>	<u>117,162</u>
Net Change in Cash and Cash Equivalents	(398,569)	569,588	171,019
Cash and Cash Equivalents - January 1	<u>4,102,109</u>	<u>921,271</u>	<u>5,023,380</u>
Cash and Cash Equivalents - December 31	<u><u>3,703,540</u></u>	<u><u>1,490,859</u></u>	<u><u>5,194,399</u></u>
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Operating income (loss)	(16,759)	362,141	345,382
Adjustments:			
Depreciation	304,453	251,432	555,885
(Increase) decrease in accounts receivable	(30,293)	(2,965)	(33,258)
Increase (decrease) in accounts payable	(48,164)	(386)	(48,550)
(Increase) decrease in inventory	(4,741)	(2,733)	(7,474)
Increase (decrease) in accrued benefits	1,420	(1,987)	(567)
Total Adjustments	<u>222,675</u>	<u>243,361</u>	<u>466,036</u>
Net Cash Provided (Used) by Operating Activities	<u><u>205,916</u></u>	<u><u>605,502</u></u>	<u><u>811,418</u></u>

The accompanying notes are an integral part of these financial statements.

NOTES TO THE FINANCIAL STATEMENTS



Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018

I. Summary of Significant Accounting Policies

The Town of Frisco, Colorado (the "Town") was incorporated in 1988, under the provisions of Article XX of the Colorado Constitution and Municipal Home Rule Act of 1971. The Town operates under an elected Mayor and Town Council. The Town's major operations include public safety, public works, culture and recreation, community development, administration (general government), and operation of water utilities and the marina. The Town is located in Summit County, Colorado.

The Town's financial statements are prepared in accordance with U.S. generally accepted accounting principles ("GAAP"). The Governmental Accounting Standards Board ("GASB") is responsible for establishing GAAP for state and local governments through its pronouncements (Statements and Interpretations). The more significant accounting policies established by GAAP and used by the Town are discussed below.

A. Reporting Entity

The reporting entity consists of (a) the primary government; i.e., the Town, and (b) organizations for which the Town is financially accountable. The Town is considered financially accountable for legally separate organizations if it is able to appoint a voting majority of an organization's governing body and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the Town. Consideration is also given to other organizations which are fiscally dependent; i.e., unable to adopt a budget, levy taxes, or issue debt without approval by the Town. Organizations for which the nature and significance of their relationship with the Town are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete are also included in the reporting entity.

The accompanying financial statements present the primary government and its component units, entities for which the government is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the Town's operations. There is one blended component unit reported in the Town's financial statements: The Town of Frisco Finance Authority (the "Authority"). The Authority has been blended into the Capital Improvement Fund.

Town of Frisco Finance Authority (the "Authority")

The Authority was formed in 2002 for the purpose of facilitating Town financings, including the acquisition of real estate, property, and improvements for lease to the Town. The Authority issued Certificates of Participation in 2002 to finance improvements to the Frisco Bay Lakefront Park and Marina, and in 2010 to refinance the 2002 series, as well as finance the construction of recreational amenities at the Frisco Adventure Park.

The formation of the Authority was approved by the Town, and its operations are governed by a Board of Directors appointed by the Town Council. Upon dissolution of the Authority and retirement of all liabilities, all property of the Authority is to be transferred to the Town. While the Town is not legally obligated to pay the indebtedness of the Authority, the Town has agreed to consider providing funds, if needed, to the Authority to make the scheduled debt service payments of the Authority.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

I. Summary of Significant Accounting Policies (continued)

B. Government-wide and Fund Financial Statements

The Town's basic financial statements include both government-wide (reporting the Town as a whole) and fund financial statements (reporting the Town's major funds). Government-wide financial statements report on information of all of the activities of the Town and its component units. Both the government-wide and fund financial statements categorize primary activities as either governmental or business-type. The Town's public safety, public works, culture and recreation, community development, and administration functions are classified as governmental activities. The Water Fund and Marina Fund are classified as business-type activities.

The government-wide Statement of Activities reports both the gross and net cost of each of the Town's governmental functions and business-type activities. The governmental functions are also supported by general government revenues (sales taxes, property and specific ownership taxes, investment earnings, etc.). The Statement of Activities reduces gross expenses (including depreciation) by related program revenues, operating and capital grants. Program revenues must be directly associated with the governmental function or a business-type activity. Operating grants include operating-specific and discretionary (either operating or capital) grants while the capital grants column reflects capital-specific grants.

The government-wide focus is on the sustainability of the Town as an entity and the change in the Town's net position resulting from the current year's activities.

C. Fund Financial Statements

The financial transactions of the Town are reported in individual funds in the fund financial statements. Each fund is accounted for by providing a separate set of self-balancing accounts that comprises its assets, liabilities, fund equity, revenues, and expenditures/expenses.

The fund focus is on current available resources and budget compliance.

The Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the Town, except those required to be accounted for in another fund.

The *Capital Improvement Fund* accounts for the Town's real estate transfer fees which are restricted by ordinance for the acquisition of and improvements to the Town's governmental assets.

The *Summit County Housing Authority 5A Fund* accounts for collections of a tax and related development impact fees to be used specifically for affordable housing purposes.

The Town reports the following proprietary or business-type funds:

The *Water Fund* accounts for the provision of water services to the Town's residents.

The *Marina Fund* accounts for rental fees and services and concessions that take place on the Town's lakefront property.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

I. Summary of Significant Accounting Policies (continued)

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation

Measurement focus refers to whether financial statements measure changes in current resources only (current financial focus) or changes in both current and long-term resources (long-term economic focus). Basis of accounting refers to the point at which revenues, expenditures, or expenses are recognized in the accounts and reported in the financial statements. Financial statement presentation refers to classification of revenues by source and expenses by function.

1. Long-term Economic Focus and Accrual Basis

Both governmental and business-type activities in the government-wide financial statements and the proprietary fund financial statements use the long-term economic focus and are presented on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when incurred, regardless of the timing of the related cash flows.

2. Current Financial Focus and Modified Accrual Basis

The governmental fund financial statements use the current financial focus and are presented on the modified accrual basis of accounting. Under the modified accrual basis of accounting, revenues are recorded when susceptible to accrual; i.e., both measurable and available. "Available" means collectible within the current period or soon enough thereafter (60 days) to be used to pay liabilities of the current period. Expenditures are generally recognized when the related liability is incurred. The exception to this general rule is that principal and interest on general long-term debt and compensated absences are recorded only when payment is due.

Franchise fees, licenses, and interest associated with current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenue of the current fiscal period. Sales and lodging taxes collected by vendors at year end on behalf of the Town are also recognized as revenue if collected within 30 days after year end. Expenditure driven grants are recognized as revenue when qualified expenditures have been incurred and all other grant requirements have been met. All other revenue items are considered to be measurable and available only when cash is received by the Town.

3. Financial Statement Presentation

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments where the amounts are reasonably equivalent to the value of the interfund services provided and other charges between the Town's water function and marina function and various other functions of the Town. Elimination of these charges would distort the direct costs and program revenues reported for the water function.

Amounts reported as program revenues include 1) charges to customers and applicants for goods, services or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

I. Summary of Significant Accounting Policies (continued)

D. Measurement Focus, Basis of Accounting, and Financial Statement Presentation (continued)

3. Financial Statement Presentation (continued)

Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's enterprise funds are the operation of the water system within the Town and lakefront rentals and concessions. Operating expenses for the enterprise funds include operating expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

E. Financial Statement Accounts

1. Cash, Cash Equivalents, and Investments

The Town pools deposits and investments of all funds. Each fund's share of the pool is readily identified by the Town's internal records.

Cash and cash equivalents include amounts in demand deposits as well as short-term investments with a maturity date within 3 months of the date acquired by the Town.

Certain proceeds of debt issues, as well as certain resources set aside for their repayment, have been classified as restricted assets on the balance sheet because their use is limited by the applicable covenants. Restricted assets also include certain deposits that have been limited as to usage pursuant to escrow and similar agreements.

Investments are stated at fair value. The change in fair value and amortized cost of investments is recognized as an increase or decrease to investment assets and investment income.

Pursuant to its Charter, the Town has adopted, by ordinance, an investment policy governing the types of institutions and investments with which it may deposit funds and transact business. Under this policy, the Town may invest in the following type of obligation which corresponds with state statutes:

- U.S. Treasury obligations
- Federal instrumentality securities (AAA)
- Prime commercial paper (A1)
- Eligible banker's acceptances (A1)
- Repurchase agreements collateralized by certain authorized securities
- Local government investment pools (AAAm or AAA or AAA/V-1)
- Non-negotiable certificates of deposit subject to FDIC and / or PDPA
- Money market mutual funds (AAAm, AAA, AAA/V-1)
- Negotiable certificates of deposit subject to FDIC and / or PDPA

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

I. Summary of Significant Accounting Policies (continued)

E. Financial Statement Accounts (continued)

2. Receivables

Receivables are reported net of an allowance for uncollectible accounts.

3. Inventory and Prepaid Items

All inventories are valued at cost using the first-in, first-out method. The costs of governmental fund type inventories are recorded as expenditures when consumed rather than when purchased.

The Town uses the consumption method to account for prepaid items. Payments to vendors that reflect costs applicable to future accounting periods are recorded as prepaid items in both government-wide and fund financial statements.

4. Pensions

The Town's police department participates in the Statewide Defined Benefit Plan (the "SWDB") administered by the Fire and Police Pension Association of Colorado ("FPPA"). The SWDB is a cost-sharing multiple-employer defined benefit plan. The net pension asset (liability), deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position and additions to / deductions from the fiduciary net position of the SWDB have been determined using the economic resources measurement focus and the accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

5. Capital Assets

Capital assets, which include land, buildings, improvements, equipment, vehicles and infrastructure assets, are reported in the applicable governmental or business-type activity columns in the government-wide financial statements.

Capital assets are defined by the Town as assets with an initial cost of \$5,000 or more and an estimated useful life in excess of one year. Such assets are recorded at cost where historical records are available and at an estimated historical cost where no historical record exists. Donated capital assets are recorded at acquisition value.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related capital assets, as applicable.

Capital outlay for projects is capitalized as projects are constructed. Interest incurred during the construction phase is capitalized as part of the value of the assets.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

I. Summary of Significant Accounting Policies (continued)

E. Financial Statement Accounts (continued)

5. Capital Assets (continued)

Capital assets (excluding land, certain intangibles, and projects in progress) are depreciated, using the straight-line method, over the following estimated useful lives:

Buildings	25 - 40 years
Building improvements	7 - 25 years
Infrastructure	5 - 30 years
Vehicles	5 - 15 years
Equipment	5 - 10 years

6. Compensated Absences

Vested or accumulated vacation leave that is expected to be liquidated with expendable available financial resources is reported as an expenditure and a fund liability of the obligated governmental fund. Amounts of vested or accumulated vacation leave that are not expected to be liquidated with expendable available financial resources are reported in the governmental-activities column in the government-wide financial statements. Vested or accumulated vacation leave of the proprietary fund type is recorded as an expense and liability of that fund as the benefits accrue to employees. In accordance with the provisions of GASB Statement No. 16, *Accounting for Compensated Absences*, no liability is recorded for non-vesting accumulating rights to receive sick pay benefits.

7. Deferred Outflows and Inflows of Resources

Deferred outflows of resources represent a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expenses/expenditures) until then. The Town has two items that qualify for reporting under this category on the government-wide Statement of Net Position: deferred charge on refunding and pension-related deferred outflows.

A deferred charge on refunding results from the difference in the carrying value of refunded debt and its reacquisition price. The amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. Pension-related deferred outflows comprise pension contributions made after the measurement date, and the difference between projected and actual earnings, which will be recognized as a reduction of the net pension liability in future periods. For further details, see Note V.E.

Deferred inflows of resources represent an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The Town has two items that qualify for reporting in the category. Property taxes, reported in the governmental Balance Sheet and on the Statement of Net Position, are deferred and recognized as an inflow from resources in the period that the amounts become available. Collective deferred inflows related to the Town's net pension obligation are reported on the Statement of Net Position and are amortized over the average remaining service life of all active and inactive SWDB members. For further details, see Note V.E.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

I. Summary of Significant Accounting Policies (continued)

E. Financial Statement (continued)

8. Fund Equity

Governmental accounting standards establish fund balance classifications that comprise a hierarchy based primarily on the extent to which a government is bound to observe constraints imposed upon the use of the resources reported in governmental funds. Fund balance classifications include Non-spendable, Restricted, Committed, Assigned and Unassigned. These classifications reflect not only the nature of the funds, but also provide clarity to the level of restraint, such as external versus internal compliance requirements. Unassigned fund balance is a residual classification within the General Fund. The General Fund should be the only fund that reports a positive unassigned balance. In all other funds, unassigned fund balance is limited to negative residual fund balance. For further details on the various fund balance classifications, refer to Note IV.K.

The Town has adopted a minimum fund balance policy for the General Fund in an amount of seven months of prior year actual expenditures.

9. Interfund Transactions

Interfund services provided and used are accounted for as revenues, expenditures, or expenses. Transactions that constitute reimbursements to a fund for expenditures or expenses initially made from it that are properly applicable to another fund, are recorded as expenditures or expenses in the reimbursing fund and as reductions of expenditures or expenses in the fund that is reimbursed.

F. Significant Accounting Policies

1. Use of Estimates

The preparation of financial statements in conformity with GAAP requires the Town's management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amount of revenues and expenditures or expenses during the reporting period. Actual results could differ from those estimates.

2. Credit Risk

Receivables in the Town's funds are primarily due from other governments. Management believes that the credit risk related to these receivables is minimal.

3. Restricted and Unrestricted Resources

When both restricted and unrestricted resources are available for use, it is the Town's policy to use restricted resources first, then unrestricted resources as they are needed.

4. Comparative Data

Comparative data for the prior year has been presented in certain sections of the accompanying financial statements. Certain 2017 amounts have been reclassified to conform to the 2018 presentation.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

II. Reconciliation of Government-wide and Fund Financial Statements

These financial statements include a reconciliation between the total fund balances of all governmental funds as presented on the Governmental Funds Balance Sheet and the net position of governmental activities as reported in the government-wide Statement of Net Position. Additionally, these financial statements include a reconciliation between the total net change in fund balances of all governmental funds as presented on the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances and the change in net position of governmental activities as reported in the government-wide Statement of Activities.

III. Stewardship, Compliance, and Accountability

A. Budgetary Information

An annual budget and appropriation ordinance is adopted by Town Council in accordance with the Town's Home Rule Charter.

Annual appropriations are adopted for all funds. Expenditures may not legally exceed appropriations at the fund level. All appropriations lapse at year-end.

The Town followed these procedures in preparing, approving, and enacting its budget for 2018.

- (1) For the 2018 budget year, prior to August 25, 2017, the County Assessor sent to the Town a certified assessed valuation of all taxable property within the Town's boundaries.
- (2) Prior to the end of the 2017 fiscal year, the Town Manager submitted to the Town Council a budget and accompanying message.
- (3) Prior to December 15, 2017, the Town computed and certified to the County Commissioners a levy rate that derived the necessary property taxes as computed in the proposed budget.
- (4) After a required publication of "Notice of Proposed Budget", the Town adopted the proposed budget and an appropriation resolution which legally appropriated expenditures for the upcoming year.
- (5) After adoption of the budget ordinance, the Town may make the following changes:
 - a) transfer appropriated money between funds;
 - b) approve supplemental appropriations to the extent of revenues in excess of those estimated in the budget;
 - c) approve emergency appropriations; and
 - d) reduce appropriations for which originally estimated revenues are insufficient.

Taxes levied in one year are collected in the succeeding year. Thus, taxes certified in 2017 were collected in 2018, and taxes certified in 2018 will be collected in 2019. Taxes are due on January 1 in the year of collection; however, they may be paid in either one installment (no later than April 30) or two equal installments (not later than February 28 and June 15) without interest or penalty. Taxes that are not paid within the prescribed time bear interest at the rate of 1% per month until paid. Unpaid amounts and the accrued interest thereon become delinquent on June 16.

Expenditures / expenses in the General Fund and the Water Fund exceeded their respective appropriations for the year, which may be a violation of Colorado state budget statutes.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

III. Stewardship, Compliance, and Accountability (continued)

B. TABOR Amendment

In November 1992, Colorado voters amended Article X of the Colorado Constitution by adding Section 20, commonly known as the Taxpayer's Bill of Rights ("TABOR"). TABOR contains revenue, spending, tax and debt limitations that apply to the State of Colorado and local governments. TABOR requires, with certain exceptions, advance voter approval for any new tax, tax rate increase, mill levy above that for the prior year, extension of any expiring tax, or tax policy change directly causing a net tax revenue gain to any local government.

Except for refinancing bonded debt at a lower interest rate or adding new employees to existing pension plans, TABOR requires advance voter approval for the creation of any multiple-fiscal year debt or other financial obligation unless adequate present cash reserves are pledged irrevocably and held for payments in all future fiscal years.

TABOR also requires local governments to establish an emergency reserve to be used for declared emergencies only. Emergencies, as defined by TABOR, exclude economic conditions, revenue shortfalls, or salary or fringe benefit increases. The reserve is calculated at 3% of fiscal year spending for fiscal years ending after December 31, 1995. Fiscal year spending excludes bonded debt service and enterprise spending. The Town has reserved \$626,000 of the December 31, 2018 year-end fund balance in the General Fund for this purpose, which is the approximate required reserve amount.

The Town's management believes it is in compliance with the financial provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of its provisions, including the interpretation of how to calculate fiscal year spending limits, will require judicial interpretation.

On November 7, 2000, voters of the Town approved a ballot question that permitted the Town to retain and spend all revenues collected in 2001 and subsequent years, without limitation.

IV. Detailed Notes on all Funds

A. Deposits and Investments

1. Deposits

The Town's deposits are entirely covered by federal depository insurance ("FDIC") or by collateral held under Colorado's Public Deposit Protection Act ("PDPA"). Amounts on deposit in excess of \$250,000, the FDIC-insured limit at each participating institution, must be collateralized. The eligible collateral is determined by the PDPA. The PDPA allows the institution to create a single collateral pool for all public funds. The collateral pool is to be maintained by another institution or held in trust for all the uninsured public as a group. The fair value of the collateral must equal or exceed 102% of the uninsured deposits. At December 31, 2018, the carrying value of the Town's deposits was \$2,819,750. The bank balance of these accounts was \$2,659,506.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

A. Deposits and Investments (continued)

1. Deposits (continued)

At the end of 2018, the Town held deposits and investments with the following maturities:

	Standard & Poor's Rating (Fitch)	Carrying Amounts	Maturities	
			Less than one year	Less than five years
Deposits:				
Petty cash	Not Rated	\$ 4,268	4,268	-
Checking	Not Rated	1,430,250	1,430,250	-
Savings and money market	Not Rated	1,389,500	1,389,500	-
Certificates of deposit*	Not Rated	763,392	763,392	-
Investments:				
United States instrumentality	AA+	2,941,655	-	2,941,655
Certificates of deposit**	Not Rated	2,857,112	1,700,798	1,156,314
Investment pools	AAAm (AAAf)	13,592,156	13,592,156	-
Total		\$ 22,978,333	18,880,364	4,097,969

*Non-negotiable

**Negotiable

The Town's cash and investments are presented on the Statement of Net Position as follows:

Reconciliation to Statement of Net Position:

Cash and investments - Unrestricted	\$ 22,834,954
Cash and investments - Restricted	143,379
Total	\$ 22,978,333

2. Investments

The Town measures and records its investments using fair value measurement guidelines established by generally accepted accounting principles. These guidelines recognize a three-tiered fair value hierarchy, as follows:

- *Level 1:* Quoted prices for identical investments in active markets;
- *Level 2:* Observable inputs other than quoted market prices; and,
- *Level 3:* Unobservable inputs.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

A. Deposits and Investments (continued)

2. Investments (continued)

At December 31, 2018, the Town had the following recurring fair value measurements:

<u>Investments Measured at Fair Value</u>	<u>Total</u>	<u>Fair Value Measurements Using</u>		
		<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
U.S. agencies	\$ 2,941,655	-	2,941,655	-
Negotiable certificates of deposit	2,857,112	-	2,857,112	-
Total	\$ 5,798,767	-	5,798,767	-
<u>Investments Measured at Amortized Cost</u>	<u>Total</u>			
C-SAFE	\$ 1,104,241			
CSIP (Local Government Investment Pool)	840,541			
	\$ 1,944,782			
<u>Investments Measured at Net Asset Value</u>	<u>Total</u>			
COLOTRUST	\$ 10,647,374			
CSIP (Term)	1,000,000			
	\$ 11,647,374			

Debt and equity securities classified in Level 1 are valued using prices quoted in active markets for those securities. Negotiable certificates of deposits classified in Level 2 are generally valued based upon a matrix or model pricing method.

Interest Rate Risk: In accordance with the Town's investment policy, the government manages its exposure to declines in fair values by limiting the weighted average maturity of its investment portfolio to less than twenty-four months. In the event the Town's portfolio consists of callable securities, the final maturity date of the security is used as the maturity of the security in order to disclose the maximum liability in the Town's financial reports.

Credit Risk: State law and Town policy limit investments to those authorized by State statutes including U.S. agencies and 2a7-like pools. The Town's investment policy is to apply the prudent-investor rule: A prudent investor shall exercise the judgment and care, under circumstances prevailing, which men of prudence, discretion and intelligence exercise in the management of the property of one another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of their capital.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

A. Deposits and Investments (continued)

2. Investments (continued)

Concentration of Credit Risk: The Town diversifies its investments by security type, individual financial institutions, and maturities. Investments may only be made in those financial institutions which are insured by the FDIC, the Federal Home Mortgage Association, the Federal Savings and Loan Insurance Corporation, congressionally authorized mortgage lenders and investments that are federally guaranteed. A minimum of 50% of the investable assets of the Town will be maintained in US Treasury obligations, Federal instrumentality securities, repurchase agreements, and local government investment pools. Financial institutions holding Town funds must provide the Town with a statement of collateral in the form of a listing of securities pledged, and a copy of the certificate from the Banking Authority that states that the institution is an eligible public depository.

Pools: The Town's holdings in investment pools are comprised of balances with COLOTRUST, CSIP and C-SAFE, which are investment vehicles established for local government entities in Colorado to pool surplus funds. They operate similarly to money market funds, whereby each share is equal in value to \$1. Investments of the trusts consist of U.S. Treasury bills, notes and note strips, and repurchase agreements collateralized by U.S. Treasury securities. The Town has no regulatory oversight for the pools. Investment balances in the pools are not subject to limitations or restrictions on withdrawals.

B. Receivables

Receivables as of December 31, 2018 for the Town's funds, including applicable allowances for uncollectible accounts, were as follows:

	General Fund	Summit County Housing 5A	Capital Improvement Fund	Lodging Tax Fund	Water Fund	Marina Fund	Total
Property taxes	\$ 170,923	-	-	-	-	-	170,923
Other taxes	583,238	253,767	-	87,467	-	-	924,472
Intergovernmental	944,226	-	-	-	-	-	944,226
Employees	26,262	-	-	-	-	-	26,262
Other	304,082	-	261,536	-	225,231	9,023	799,872
Non-current	30,793	-	-	-	-	-	30,793
Gross Receivables	<u>2,059,524</u>	<u>253,767</u>	<u>261,536</u>	<u>87,467</u>	<u>225,231</u>	<u>9,023</u>	<u>2,896,548</u>
Less: Allowance for uncollectibles	-	-	-	-	-	-	-
Net Receivables	<u><u>\$ 2,059,524</u></u>	<u><u>253,767</u></u>	<u><u>261,536</u></u>	<u><u>87,467</u></u>	<u><u>225,231</u></u>	<u><u>9,023</u></u>	<u><u>2,896,548</u></u>

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

C. Governmental Note Receivable

On June 3, 2013, the Town accepted a \$4,500,000 Promissory Note from Brynn Grey X, LLC (“Brynn Grey”) as proceeds for the sale of land. The Promissory Note, which is secured by a Deed of Trust on the land, matures in June 2033, and bears simple interest at 2.25% per annum. However, if Brynn Grey completes construction of certain buildings on the land securing the promissory note before June 3, 2018, the Promissory Note is to bear simple interest at 1.75% per annum. The agreement was amended July, 28, 2017 to modify the construction completion requirement in order to include covenanted work force housing. As of December 31, 2018, the Town has accrued interest of \$564,503 on the Promissory Note.

No payment of interest or principal is due during the first 10 years of the Promissory Note’s term, with annual blended payments due beginning June 3, 2024 as follows:

2024	\$ 200,000
2025	200,000
2026	200,000
2027	200,000
2028	200,000
2029 - 2032	1,000,000
2033	4,659,587
Total	<u><u>\$ 6,659,587</u></u>

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

D. Capital Assets

Governmental capital asset activity for the year ended December 31, 2018 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
<u>Governmental Activities:</u>				
Capital Assets Not Being Depreciated:				
Land	\$ 7,954,195	-	-	7,954,195
Intangibles	-	381,528	-	381,528
Construction in progress	257,290	1,558,296	(148,126)	1,667,460
Total Capital Assets Not Being Depreciated	<u>8,211,485</u>	<u>1,939,824</u>	<u>(148,126)</u>	<u>10,003,183</u>
Capital Assets Being Depreciated:				
Buildings and improvements	9,954,384	2,102,800	(393,861)	11,663,323
Infrastructure and improvements	35,253,696	1,231,322	-	36,485,018
Equipment and vehicles	6,694,076	478,070	(399,001)	6,773,145
Total Capital Assets Being Depreciated	<u>51,902,156</u>	<u>3,812,192</u>	<u>(792,862)</u>	<u>54,921,486</u>
Less Accumulated Depreciation For:				
Buildings and improvements	(3,614,281)	(311,924)	201,854	(3,724,351)
Infrastructure and improvements	(12,128,974)	(948,572)	-	(13,077,546)
Equipment and vehicles	(4,419,207)	(623,771)	399,001	(4,643,977)
Total Accumulated Depreciation	<u>(20,162,462)</u>	<u>(1,884,267)</u>	<u>600,855</u>	<u>(21,445,874)</u>
Total Capital Assets Being Depreciated, Net	<u>31,739,694</u>	<u>1,927,925</u>	<u>(192,007)</u>	<u>33,475,612</u>
Governmental Activities Capital Assets, Net	<u>\$ 39,951,179</u>	<u>3,867,749</u>	<u>(340,133)</u>	<u>43,478,795</u>

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

D. Capital Assets (continued)

Business-type capital asset activity for the year ended December 31, 2018 was as follows:

	<u>Beginning Balance</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balance</u>
Business-type Activities:				
Capital Assets Not Being Depreciated:				
Land, easements and water rights	\$ 102,562	-	-	102,562
Projects in progress	1,828,256	783,621	(1,762,885)	848,992
Total Capital Assets Not Being Depreciated	<u>1,930,818</u>	<u>783,621</u>	<u>(1,762,885)</u>	<u>951,554</u>
Capital Assets Being Depreciated:				
Buildings and improvements	6,087,630	7,277	-	6,094,907
Infrastructure and improvements	7,501,280	2,134,565	-	9,635,845
Equipment and vehicles	1,804,090	266,978	(252,095)	1,818,973
Total Capital Assets Being Depreciated	<u>15,393,000</u>	<u>2,408,820</u>	<u>(252,095)</u>	<u>17,549,725</u>
Less Accumulated Depreciation For:				
Buildings and improvements	(3,723,061)	(157,816)	-	(3,880,877)
Infrastructure and improvements	(4,000,560)	(226,715)	-	(4,227,275)
Equipment and vehicles	(1,318,665)	(171,354)	252,857	(1,237,162)
Total Accumulated Depreciation	<u>(9,042,286)</u>	<u>(555,885)</u>	<u>252,857</u>	<u>(9,345,314)</u>
Total Capital Assets Being Depreciated, Net	<u>6,350,714</u>	<u>1,852,935</u>	<u>762</u>	<u>8,204,411</u>
Business-type Activities Capital Assets, Net	<u>\$ 8,281,532</u>	<u>2,636,556</u>	<u>(1,762,123)</u>	<u>9,155,965</u>

Depreciation expense for 2018 was charged to Town functions as follows:

Governmental Activities:	
General government	\$ 354,676
Public safety	42,086
Public works	859,331
Community development	15,030
Culture and recreation	613,144
Total Depreciation Expense - Governmental Activities	<u>\$ 1,884,267</u>
Business-type Activities:	
Water Fund	\$ 304,453
Marina Fund	251,432
Total Depreciation Expense - Business-type Activities	<u>\$ 555,885</u>

At December 31, 2018, the Town had \$6,027,834 of fully depreciated assets.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

E. Operating Leases

The Town is committed under various leases for buildings, office space, and equipment. For accounting purposes, these leases are considered to be operating leases, and therefore, the liability and the related assets have not been recorded in these financial statements.

F. Interfund Receivables, Payables, and Transfers

1. Loan Agreement – Water Fund and Capital Improvement Fund

Effective December 31, 2014, the Town's Capital Improvement Fund was authorized to borrow \$1,000,000 from the Town's Water Fund in order to pay for Main Street improvements completed in 2014. Interest will be calculated annually on December 1, beginning in 2015 and continuing through 2029, at a rate equal to the average annual interest rate earned on the Town's idle funds during the preceding eleven months as multiplied by amounts outstanding each year at December 1. Beginning in 2015, blended interest and principal payments of \$30,000 will be paid annually through December 1, 2019. Beginning in 2020, payments will include interest plus a portion of the outstanding balance necessary by estimate to result in full payment of the remaining outstanding amount no later than December 1, 2029.

At December 31, 2018, the principal amount outstanding on this loan was \$908,884. Interest payments made by the Capital Improvement Fund to the Water Fund during 2018 totaled \$13,602, representing an interest rate of 1.47% per annum for the year.

2. Internal Balances

Balances due between funds at December 31, 2018 were as follows:

<u>Due To</u>	<u>Due From</u>	<u>Balance</u>	<u>Purpose</u>
Water Fund	Capital Fund	\$ 908,884	Main Street improvements

3. Transfers

The following interfund transfers occurred during the year ended December 31, 2018:

<u>Transferred To</u>	<u>Transferred From</u>	<u>Amount Transferred</u>	<u>Purpose of Transfer</u>
Capital Fund	General Fund	\$ 2,191,510	Fund capital projects

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

G. Long-term Liabilities – Governmental Activities

The Town has the following long-term debt outstanding for governmental activities:

1. Refunding Certificates of Participation, Series 2010A

On June 3, 2010, the Authority issued \$1,950,000 in Refunding Certificates of Participation to advance refund Series 2002 Certificates of Participation maturing December 1, 2010 through 2021 with total principal due of \$1,765,000 and bearing interest rates from 4% to 5%. The 2010A Refunding Certificates of Participation bear interest ranging from 2% to 4% and mature in annual increments from December 1, 2010 through 2021.

The net proceeds of \$1,917,775 were deposited with UMB Corporate Trust Services, as trustee, to provide for all future debt service payments on the advance refunded Series 2002 certificates. The reacquisition price exceeded the net carrying amount of the old certificates by \$237,706. This amount is being netted against the new debt and amortized over the life of remaining life of the debt.

2. Lease Purchases

A. First & Main Frisco, L.L.C.

On April 1, 2015, the Town executed a lease purchase agreement with First & Main Frisco, L.L.C. for the purchase of certain real property in the amount of \$1,200,000 and bearing interest at 4% per annum. Blended principal and interest payments are due beginning April 1, 2015 in the amount of \$36,000 and continuing January 1, 2016 through January 1, 2031 in the amount of \$100,000.

B. ZB, N.A. dba Vectra Bank Colorado

On August 24, 2017 the Town executed a non-taxable lease purchase agreement with ZB, N.A. DBA Vectra Bank Colorado to advance refund Series 2010B Certificates of Participation maturing 2021 through 2030 with total rent payments due of \$2,487,000 and bearing interest at 2.6% per annum, to be paid annually December 1, 2017 through 2030.

The net proceeds of \$2,412,441 were deposited with UMB Corporate Trust Services, as trustee, to provide for all future debt service payments on the advance refunded Series 2010B Certificates of Participation.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

G. Long-term Liabilities – Governmental Activities (continued)

3. Annual Debt Service Requirements

Aggregate annual debt service requirements to maturity for governmental activities are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
Governmental Activities:			
2019	\$ 282,573	121,591	404,164
2020	295,627	111,051	406,678
2021	303,781	99,526	403,307
2022	313,136	89,754	402,890
2023	315,197	80,598	395,795
2024 - 2028	1,656,132	260,395	1,916,527
2029 - 2031	733,540	36,291	769,831
Total Governmental Activities	<u>\$ 3,899,986</u>	<u>799,206</u>	<u>4,699,192</u>

H. Long-term Liabilities – Compensated Absences

The Town has a policy allowing the accumulation of paid vacation and sick leave, subject to certain maximum limits. In accordance with GAAP, the Town's approximate liability for vacation pay earned by employees at December 31, 2018 has been reflected in the proprietary type fund financial statements and in the governmental activities column of the government-wide financial statements. The General Fund has been used in prior years to liquidate the liability for compensated absences.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

I. Long-term Liabilities – Debt Service Schedule

Long-term liability activity for the year ended December 31, 2018 was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Reductions</u>	<u>Ending Balance</u>	<u>Due Within One Year</u>
Governmental Activities:					
Certificates of Participation:					
Series 2010A	\$ 670,000	-	(195,000)	475,000	200,000
Issuance premium	2,780	-	(1,254)	1,526	-
Net Certificates of Participation	672,780	-	(196,254)	476,526	200,000
Lease Purchases:					
First & Main, L.L.C.	1,024,698	-	(59,012)	965,686	61,373
Vectra Bank Colorado	2,480,000	-	(20,700)	2,459,300	21,200
Net Capital Leases	3,504,698	-	(79,712)	3,424,986	82,573
Net pension liability	53,226	-	(53,226)	-	-
Compensated absences	355,140	258,921	(327,861)	286,200	114,480
Total Governmental Activities Long-term Liabilities	\$ 4,585,844	258,921	(657,053)	4,187,712	397,053
Business-type Activities:					
Compensated absences	\$ 33,895	33,762	(34,328)	33,329	13,331
Total Business-type Activities Long-term Liabilities	\$ 33,895	33,762	(34,328)	33,329	13,331

J. Refunded Debt

At various dates, the Town has invested proceeds from refunding debt issues in securities issued by the U.S. government and related agencies and held in escrow trust accounts. The amounts placed in these escrow trust accounts and the interest to be earned on the investments have been timed to adequately meet all debt service requirements of the Town's refunded certificates of participation.

The escrow trust accounts are administered by the trustees and are restricted for the retirement of the refunded debt. The liability for the refunded certificates and the related securities and escrow accounts are not included in the accompanying financial statements, as the Town is only contingently liable for the refunded debt and therefore, the refunded bonds are considered to be extinguished debt. The Town is unable to determine the amount of defeased certificates outstanding at December 31, 2018.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

K. Fund Balance Disclosures

The Town classifies governmental fund balances as follows:

Non-spendable – includes fund balance amounts inherently non-spendable since they represent inventories, prepaid items, and long-term portions of loans receivable.

Spendable Fund Balance:

Restricted - includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors, or amounts constrained due to constitutional provisions or enabling legislation.

Committed - includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority, which is the Town Council. The Town Council must take formal action through either an ordinance or a resolution – both of which are equally binding – to establish, modify or rescind committed fund balance amounts.

Assigned – includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund balance may be assigned by the Town Council or its management designees. The Town Manager has the authority to establish, modify or rescind assigned fund balance to a specific department or project within a fund, as stated in the Town's adopted financial policies.

Unassigned – includes residual positive fund balance within the General Fund, which has not been classified within the other above-mentioned categories. Unassigned fund balance may also include negative balances for any governmental fund if expenditures exceed amounts restricted, committed, or assigned for those specific purposes.

The Town's restricted amounts are to be spent first when both restricted and unrestricted fund balance is available unless there are legal documents or contracts that prohibit this, such as grant agreements that require dollar for dollar spending. Additionally, the Town would first use committed, then assigned, and lastly unassigned amounts when expenditures are made.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

IV. Detailed Notes on all Funds (continued)

K. Fund Balance Disclosures (continued)

As of December 31, 2018, fund balances are composed of the following:

<u>Classification</u>	<u>General Fund</u>	<u>Summit County</u>		<u>Other Governmental Funds</u>	<u>Total Governmental Funds</u>
		<u>Housing Authority 5A Fund</u>	<u>Capital Improvement Fund</u>		
Non-spendable:					
Inventories	\$ 34,379	-	-	12,140	46,519
Prepays	1,191	-	-	-	1,191
Long-term receivables	30,793	-	-	-	30,793
Restricted:					
State constitution:					
TABOR reserve	626,000	-	-	-	626,000
Conservation Trust	-	-	-	50,897	50,897
Debt service	-	-	141,991	-	141,991
Voter-approved measures for:					
Affordable housing	-	3,412,355	-	-	3,412,355
Economic development	-	-	-	546,764	546,764
Committed:					
Council resolutions:					
Insurance reserve	-	-	-	205,191	205,191
Open space	-	-	-	12,112	12,112
Capital projects	-	-	5,717,543	-	5,717,543
Assigned:					
Due from other governments	8,164	-	-	-	8,164
Cash held for others	6,498	-	-	-	6,498
Unassigned	6,585,687	-	-	-	6,585,687
Total	<u>\$ 7,292,712</u>	<u>3,412,355</u>	<u>5,859,534</u>	<u>827,104</u>	<u>17,391,705</u>

V. Other Information

A. Marina Lease Agreement

In 1994, the Town entered into a lease agreement (the "Lease") with the City and County of Denver ("Denver"), through Denver's Board of Water Commissioners (the "Water Board"), whereby the Town was granted the exclusive right to occupy and use certain real property and water surface covering real property at the Dillon Reservoir (collectively, the "Marina Property"). Under the Lease, the Town is authorized to use the Marina Property for marina operations and other recreational activities, as approved by the Water Board. No water rights were granted to the Town through the Lease.

The Lease calls for the Town to pay annual rent equal to 4% of gross revenue generated from the Marina Property from all sources, including mooring fees collected by the Town. The Town incurred an expense of \$75,348 in connection with the Lease during 2018.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

B. Colorado River Cooperative Agreement

In 2014, the Town received \$200,000 via the Summit County Board of Commissioners and their participation in the Colorado River Cooperative Agreement (the "CRCA"). In 2018, the Town received additional funds in the amount of \$466,057. The CRCA is a cooperative agreement with the Denver Water Board and multiple agencies that have an interest in the use and impacts of the Colorado River and its tributaries. The Marina must use the amounts received for pier redevelopment, including the dredging and excavation of the Marina boat mooring and dock areas. At December 31, 2018, the Marina Fund has restricted net position in the amount of \$664,551, including investment earnings, to meet required project spending.

C. Deferred Compensation Plan

The Town offers its full time, year-round employees a deferred compensation plan created in accordance with section 457 of the Internal Revenue Code (the "457 Plan"). The 457 Plan permits eligible employees to defer a portion of their salary until future years.

All compensation deferred under the 457 Plan, all property and rights purchased with those amounts, and all income attributable to those amounts, property, or rights are to be held in trust for the exclusive benefit of the participants and their beneficiaries. Compensation deferred under the 457 Plan is not available to employees until termination, retirement, death, or unforeseeable emergency.

The Town does not contribute to the 457 Plan; however, the Town does match participating employees' contributions through a contribution to the Town's 401(a) plan as discussed below. Employees may elect to defer any percentage of their annual compensation, provided that the total annual contribution does not exceed limitations established by the Internal Revenue Service.

Investment decisions within the 457 Plan are determined by the individual participants and, therefore, the 457 Plan's investment concentration varies between participants.

The Town is the Trustee of the 457 Plan and, accordingly, has no liability for losses under the plan. However, the Town does have the duty of due care that would be required of an ordinary prudent investor. Consequently, the 457 Plan is not part of the Town's financial statements.

D. Pension Plan - Section 401(a) Plan

In 2008, the Town established a qualified money purchase pension plan under section 401(a) of the Internal Revenue Code (the "Pension Plan"). The Pension Plan is administered by ICMA Retirement Corporation.

The Pension Plan is a defined contribution plan, in which benefits depend solely on amounts contributed and investment earnings. Employees do not make contributions to the Pension Plan. Rather, the Town makes contributions to the Pension Plan to match a portion of employee contributions to the 457 Plan. Under the terms of the Pension Plan, the Town contributes 3% of each participating employee's salary during the first two years of eligibility and one additional percent for each succeeding year, to a maximum of 7%.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

D. Pension Plan - Section 401(a) Plan (continued)

Town employees are eligible to participate in the Pension Plan upon employment, provided they make elective contributions to the 457 Plan. For employees hired after January 1, 2005, vesting of the Town's contribution is 33% after the first year of employment, with an additional vesting of 33% per year through the third year, when vesting is 100%. Employees hired before January 1, 2005 were 100% vested upon employment.

Pension Plan investment purchases are determined by the individual participants, and therefore, the Pension Plan's investment concentration varies between participants.

The Town's annual pension cost of \$184,843 for the Pension Plan was equal to the Town's required and actual contribution.

The Town may use the plan's forfeitures to pay the costs of the plan or to fund employer contributions. The forfeitures available for spending at December 31, 2018 totaled \$1,580.

While the Town is trustee of the Pension Plan, it has no liability for losses under the Pension Plan. Accordingly, the Pension Plan is not part of the Town's financial statements.

E. FPPA Statewide Defined Benefit Plan

Plan Description: The Statewide Defined Benefit Plan (the "SWDB") is a cost-sharing multiple-employer defined benefit pension plan covering substantially all full-time employees of participating fire or police departments in Colorado hired on or after April 8, 1978 (New Hires), provided they are not already covered by a statutorily exempt plan. As of August 1, 2003, the SWDB may include clerical and other personnel from fire districts whose services are auxiliary to fire protection.

Contributions: Determined by state statute or by election of the members, contributions are set at a level that enables all benefits to be fully funded at the retirement date of all members. Employers and employees are contributing at a rate of 8% and 9.5%, respectively, of base salary for a total contribution rate of 17.5% through 2017. In 2014, the members elected to increase the member contribution rate 0.5% annually from 2015 through 2022 to a total of 12% of base salary. Employer contributions will remain at 8% resulting in a combined contribution rate of 20% in 2022. Contributions from members and employers of plans re-entering the system are established by resolution and approved by the FPPA Board of Directors. The re-entry group has a combined contribution rate of 21.5% of base salary through 2016. It is a local decision on who pays the additional 4% contribution. Per the 2014 member election, the re-entry group will also have their required member contribution rate increase 0.5% annually beginning in 2015 through 2022 for a total combined member and employer contribution rate of 24%.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

E. FPPA Statewide Defined Benefit Plan (continued)

Benefits: On May 23, 1983, the Colorado Revised Statutes were amended to allow the Trustees of the SWDB to change the retirement age on an annual basis, depending upon the results of the actuarial valuation and other circumstances. The amended statutes state that retirement age should not be less than age 55 or more than age 60. The Trustees subsequently elected to amend the retirement provisions, effective July 1, 1983, such that any member with at least 25 years of service may retire at any time after age 55 and shall be eligible for a normal retirement pension.

The annual normal retirement benefit is 2 percent of the average of the member's highest three years' base salary for each year of credited service up to ten years, plus 2.5 percent for each year of service thereafter. Benefits paid to retired members are evaluated and may be re-determined every October 1.

The amount of any increase is based on the Board's discretion and can range from 0 to the higher of 3 percent or the Consumer Price Index.

In addition, upon retirement a member may receive additional benefits credited to the member's Separate Retirement Account ("SRA") each year after January 1, 1988. These are attributable to contributions in excess of the actuarially determined pension cost and the allocation of the net Fire & Police Members' Benefit Investment Fund earnings and losses thereon. Members do not vest in amounts credited to their SRA until retirement, and the SWDB may use such stabilization reserve amounts to reduce pension cost in the event such cost exceeds contributions. It was previously mentioned that re-entry members have a higher contribution rate. As a result, their SRA has two components; the standard SRA and the re-entry SRA.

The component of a member's SRA attributable to the higher contribution rate is considered the re-entry SRA. The re-entry SRA cannot be used to subsidize the costs for the non-re-entry members. Effective July 1, 2014, the standard SRA contribution rate for members of the SWDB was set at 0 percent. The re-entry SRA contribution rate was set at 3.7 percent.

A member is eligible for an early retirement at age 50 with at least 5 years of credited services or after 30 years of service. The early retirement benefit equals the normal retirement benefit reduced on an actuarially equivalent basis. Upon termination, an employee may elect to have member contributions, along with 5 percent as interest, returned as a lump sum distribution. Alternatively, a member with at least five years of accredited service may leave contributions with the SWDB and remain eligible for a retirement pension at age 55 equal to 2 percent of the member's average highest three years' base salary for each year of credited service up to ten years, plus 2.5 percent for each year of service thereafter.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

E. FPPA Statewide Defined Benefit Plan (continued)

Net Pension (Asset) Liability: At December 31, 2018, the SWDB's fiduciary net position exceeded the total pension liability; consequently, the Town reported an asset of \$185,598 for its proportionate share of the SWDB's net pension asset. The net pension asset was measured as of December 31, 2017, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of January 1, 2018. The Town's proportion of the net pension asset was based on Town contributions to the SWDB for the calendar year 2017, relative to the total contributions of participating employers to the SWDB.

At the December 31, 2017 measurement, the Town's proportionate share was 0.129007%, as compared to 0.147306% at the December 31, 2016 measurement.

For the year ended December 31, 2018, the Town recognized pension revenue of \$245,290.

At December 31, 2018, the Town reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	<u>Deferred Outflows of Resources</u>	<u>Deferred Inflows of Resources</u>
Difference between expected and actual experience	\$ 133,842	2,057
Change of assumptions or other inputs	27,963	-
Net difference between projected and actual earnings on pension plan investments	1	63,016
Changes in proportionate share of contributions	45,998	13,664
Difference between actual and reported contributions recognized	679	-
Contributions subsequent to measurement date	54,535	-
	<u>\$ 263,018</u>	<u>78,737</u>

Contributions subsequent to the measurement date of December 31, 2017, which are reported as deferred outflows of resources related to pensions, will be recognized as a reduction of the net pension liability in the year ending December 31, 2019. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

<u>Year Ending December 31,</u>	<u>Amortization</u>
2019	\$ 26,243
2020	23,373
2021	(3,411)
2022	(13,344)
2023	23,969
Thereafter	72,916
	<u>\$ 129,746</u>

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

E. FPPA Statewide Defined Benefit Plan (continued)

Actuarial assumptions: The collective total pension liability and actuarially-determined contributions in the December 31, 2017 actuarial valuation were determined using the following actuarial assumptions and other inputs:

<u>Actuarial Assumptions</u>	<u>Total Pension Liability</u>	<u>Actuarially Determined Contributions</u>
	2018	2017
Actuarial Valuation Date - January 1	2018	2017
Actuarial method	Entry Age	Entry Age
	Normal	Normal
Amortization Method	Level % of	Level % of
	Payroll, open	Payroll, open
Amortization Period	30 years	30 years
Long-term Investment Rate of Return	7.5%	7.5%
Projected Salary Increases	4.0% - 14.0%	4.0% - 14.0%
Cost of Living Adjustments (COLA)	0.0%	0.0%
Includes inflation at	2.5%	2.5%

Effective January 1, 2016, the post-retirement mortality tables for non-disabled retirees is a blend of the Annuitant and Employee RP-2014 generational mortality tables with blue collar adjustment projected with Scale BB. The occupationally disabled post-retirement mortality assumption uses the same table as used for healthy annuitants, except that is a three-year set-forward, meaning a disabled member age 70 will be valued as if they were a 73-year-old healthy retiree. The totally disabled post-retirement mortality assumption uses the RP-2014 generational mortality tables for disabled annuitants, except an additional provision to apply a minimum 3% mortality probability to males and 2% mortality probability for females is included to reflect substantial impairment for this population. The pre-retirement off-duty mortality tables are adjusted to 55% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00020.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

E. FPPA Statewide Defined Benefit Plan (continued)

Actuarial assumptions (continued): Best estimates of arithmetic real rates of return for each major asset class included in the Fund's target asset allocation as of December 31, 2017 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long Term Expected Real Rate of Return</u>
Global Equity	37.00%	8.33%
Equity Long / Short	9.00%	7.15%
Illiquid Alternatives	24.00%	9.70%
Fixed Income	15.00%	3.00%
Absolute Return	9.00%	6.46%
Managed Futures	4.00%	6.85%
Cash	2.00%	2.26
Total	<u>100.00%</u>	

The discount rate used to measure the total pension liability was 7.50 percent. The projection of cash flows used to determine the discount rate assumed that contributions from participating employers will be made based on the actuarially determined rates based on the Board's funding policy, which establishes the contractually required rates under Colorado statutes. Based on those assumptions, the SWDB plan fiduciary net position was projected to be available to make all the projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Discount rate: Projected benefit payments are required to be discounted to their actuarial present values using a Single Discount Rate that reflects (1) a long-term expected rate of return on pension plan investments (to the extent that the plan's fiduciary net position is projected to be sufficient to pay benefits) and (2) tax-exempt municipal bond rate based on an index of 20-year general obligation bonds with an average AA credit rating as of the measurement date (to the extent that the plan's projected fiduciary net position is not sufficient to pay benefits).

For the purpose of this valuation, the expected rate of return on pension plan investments is 7.50%; the municipal bond rate is 3.31% (based on the weekly rate closest to but not later than the measurement date of the "state & local bonds" rate from Federal Reserve statistical release (H.15)); and the resulting Single Discount Rate is 7.50%.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

E. FPPA Statewide Defined Benefit Plan (continued)

Sensitivity of the Town’s proportionate share of the net pension liability to changes in the discount rate: The following presents the proportionate share of the net pension liability calculated using the discount rate of 7.50 percent, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.50 percent) or 1-percentage-point higher (8.50 percent) than the current rate:

	1% Decrease (6.50%)	Current Discount Rate (7.50%)	1% Increase (8.50%)
Collective net pension liability (asset)	\$ 156,626,967	\$ (143,865,763)	\$ (393,386,428)
Proportionate share of net pension liability (asset)	\$ 202,060	\$ (185,598)	\$ (507,496)

Pension plan fiduciary net position: Detailed information about the SWDB’s fiduciary net position currently exceeds the total pension liability, resulting in an asset reported by the Town. ’s fiduciary net position is available in FPPA’s comprehensive annual financial report, which can be obtained at: http://www.fppaco.org/annual_reports.htm.

F. FPPA Death and Disability Plan

Plan Description – Firefighters of the Town contribute to the Statewide Death and Disability Plan (“SWDD”). The SWDD is a cost-sharing multiple-employer defined benefit death and disability plan administered by FPPA. Contributions to the SWDD are used solely for the payment of death and disability benefits. The SWDD was established in 1980 pursuant to Colorado Revised Statutes.

SWDD benefits provide 24-hour coverage for both on- and off-duty members not eligible for normal retirement under a defined benefit plan, or under a money purchase plan.

In the case of an on-duty death, benefits may be payable to the surviving spouse or dependent children of active members who were eligible to retire, but were still working. Death and disability benefits are free from state and federal taxes in the event that a member’s disability is determined to be the result of an on-duty injury or an occupational disease.

Funding Policy – Prior to 1997, the SWDD was primarily funded by the State of Colorado (the “State”), whose contributions were established by Colorado statute. In 1997, the State made a one-time contribution of \$39,000,000 to fund past and future service costs for all firefighters and police officers hired prior to January 1, 1997. No further State contributions are anticipated.

The SWDD is funded by member or on-behalf of member contributions. Members hired on or after January 1, 1997, began contributing 2.4 percent of base salary to the SWDD. Contributions may be increased 0.1 percent biennially by the FPPA Board. As of January 1, 2017, the contribution rate is 2.7 percent of base salary. This percentage can vary depending on actuarial experience. All contributions are made by members or on behalf of members. The 2.7 percent contribution may be paid entirely by the Town or member, or it may be split between the Town and the member as determined at the local level. The Town paid \$18,567 on-behalf of members to the SWDD at December 31, 2018.

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

F. FPPA Death and Disability Plan (continued)

FPPA issues a publicly available comprehensive annual financial report which includes additional information on the SWDD. That report can be obtained at <https://www.fppaco.org/annual-reports.html>.

G. Cafeteria Plan

The Town offers a cafeteria compensation plan organized under Section 125 of the Internal Revenue Code, which includes dependent care and health expense reimbursement. No cost to the Town is recognized as the plan is a salary reduction plan.

H. Risk Management

1. Colorado Intergovernmental Risk Sharing Agency

The Town is also exposed to the risks of loss related to torts; theft of, damage to, and destruction of assets; and errors and omissions. To address such risks, the Town is a participant in a public entity risk pool administered by Colorado Intergovernmental Risk Sharing Agency ("CIRSA").

CIRSA's operations are funded by contributions from member governments. Coverage is provided in the amount of \$500,000 per claim or occurrence for property, \$600,000 per claim or occurrence for liability, and \$150,000 per claim or occurrence for crime. CIRSA has also acquired additional excess coverage from outside sources. While the Town may be liable for any losses in excess of this coverage, the Town does not anticipate such losses at December 31, 2018. The deductible amount paid by the Town for each incident in 2018 was \$1,000; there is no change in coverage from past years. All settlements for the year ended December 31, 2018 were under the maximum coverage allowed.

Surpluses or deficits realized by CIRSA for any given year are subject to change for such reasons as interest earnings on invested amounts for those years and funds, re-estimation of losses for those years and funds, and credits or distributions from surplus for those years and funds.

The Town's share of CIRSA's assets, liabilities and fund equity as of December 31, 2018 (the latest year for which audited data is available) is as follows:

Property and Casualty Pool	Equity Ratio	Share of Surplus (Deficit) Dec. 31/18
Operating Fund	0.603%	\$ 31,332
Loss Fund	0.616%	87,912
Pooled Excess Fund	-0.601%	6,471
Reserve Fund	0.691%	60,344

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

H. Risk Management (continued)

1. Colorado Intergovernmental Risk Sharing Agency (continued)

CIRSA's combined financial information for the year ended December 31, 2018 (the latest year for which audited data is available) is summarized as follows:

Assets:	
Cash and investments	\$ 73,548,517
Other assets	10,110,929
Total assets	<u>\$ 83,659,446</u>
Total liabilities	<u>\$ 33,114,953</u>
Net position	<u>\$ 50,544,493</u>
Total revenues	\$ 27,433,840
Total expenses	(29,755,861)
Change in net position	<u>\$ (2,322,021)</u>

A copy of CIRSA's audit report can be obtained by writing to CIRSA, 3665 Cherry Creek North Drive, Denver, CO 80209, or by calling (800)-228-7136.

2. Workers Compensation and Health Insurance

The Town is exposed to various risks of loss related to workers' compensation, unemployment, and general liability. The Town has acquired commercial coverage for these risks and any settled claims are not expected to exceed the commercial insurance coverage. There is no change in coverage from past years, and settlements have not exceeded coverage for each of the past three fiscal years.

The Town also offers health insurance to certain employees through the City's self-funded health plan with excess coverage underwritten by a commercial carrier. Liabilities for retained risk claims are reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. Liabilities include an amount for claims that have been incurred but not reported ("IBNR").

The following is a summary of the changes in the balances of claims liabilities during 2018 and 2017:

	<u>2018</u>	<u>2017</u>
Unpaid (prepaid) claims, beginning of year	\$ 78,230	113,799
New claims incurred	1,379,689	595,258
Claim payments	(1,286,643)	(630,827)
	<u>\$ 171,276</u>	<u>78,230</u>

Town of Frisco, Colorado
Notes to the Financial Statements
December 31, 2018
(Continued)

V. Other Information (continued)

I. Claims and Contingencies

1. Legal Claims

During the normal course of business, the Town incurs claims and other assertions against it from various agencies and individuals. The Town and legal counsel intend to vigorously defend such claims. In the opinion of the Town's management, such claims would not have a material effect on any of the financial statements of the individual fund types included herein or on the overall financial position of the Town at December 31, 2018.

2. Federal Funds

Funds received from Federal grants and programs are subject to audit and disallowance on ineligible costs. Management of the Town feels any potential questioned or disallowed costs would not materially affect the fairness of the presentation of the financial statements at December 31, 2018.

J. Subsequent Event

On February 26, 2019, the Town, through its Marina Enterprise Fund, issued \$5,450,000 in Marina Enterprise Revenue Bonds, Series 2019. The interest rate on the bonds is 5% per annum and the maturity date is December 1, 2048. Net proceeds will be used to pay construction costs for marina expansion, debt related issuance costs, and to fund a debt reserve account. Repayment of the bonds will be from the revenues of the Marina Enterprise Fund.

REQUIRED SUPPLEMENTARY INFORMATION



Town of Frisco, Colorado
General Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	2018			Final Budget Variance Positive (Negative)	2017
	Original Budget	Final Budget	Actual		Actual
Revenues:					
Taxes:					
General property	143,577	143,577	158,901	15,324	145,468
Specific ownership	7,000	7,000	9,443	2,443	8,668
City sales tax	4,375,000	4,375,000	4,679,210	304,210	4,372,568
County sales tax	4,525,000	4,525,000	4,928,635	403,635	4,630,816
Franchise fees	320,000	320,000	318,602	(1,398)	323,924
Other taxes	343,360	343,360	404,064	60,704	393,420
Total - Taxes	9,713,937	9,713,937	10,498,855	784,918	9,874,864
Licenses, Permits, and Fees					
Business and liquor licenses	146,000	146,000	154,999	8,999	147,751
Development	57,500	57,500	87,052	29,552	94,838
Building	150,000	150,000	385,328	235,328	198,986
Other	800	800	515	(285)	427
Total - Licenses, Permits, and Fees	354,300	354,300	627,894	273,594	442,002
Intergovernmental Revenue:					
Highway users	110,000	110,000	137,839	27,839	112,211
County road and bridge	73,000	73,000	80,930	7,930	74,144
Grants	154,000	154,000	27,022	(126,978)	114,563
Motor vehicle registration	14,500	14,500	24,392	9,892	26,432
Other	5,091	5,091	3,614	(1,477)	3,614
Total - Intergovernmental Revenue	356,591	356,591	273,797	(82,794)	330,964
Charges for Services:					
Nordic Center	383,000	383,000	418,495	35,495	341,027
Historic Park	11,500	11,500	16,241	4,741	14,654
Special events	542,200	542,200	528,896	(13,304)	600,092
Recreation fees	276,000	276,000	300,212	24,212	304,918
Frisco Adventure Park fees	1,782,500	1,782,500	2,103,355	320,855	2,021,358
Building rents	40,000	40,000	44,043	4,043	48,465
Police services and fines	65,000	65,000	47,275	(17,725)	61,976
Administration fees	62,500	62,500	62,500	-	62,500
Total - Charges for Services	3,162,700	3,162,700	3,521,017	358,317	3,454,990
Investment Income	50,000	50,000	126,495	76,495	59,365
Other Revenues:					
Other	45,400	45,400	56,673	11,273	52,709
Total Revenues	13,682,928	13,682,928	15,104,731	1,421,803	14,214,894

(Continued)

Town of Frisco, Colorado
General Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)
(Continued)

	2018			Final Budget Variance Positive (Negative)	2017
	Original Budget	Final Budget	Actual		Actual
Expenditures:					
General Government:					
Interdepartmental services	2,544,041	2,544,041	2,479,461	64,580	1,988,364
Legislative	66,214	66,214	67,705	(1,491)	59,869
Finance	325,127	325,127	309,140	15,987	261,499
Municipal Court	23,635	23,635	23,233	402	22,861
Administrative	774,093	774,093	780,582	(6,489)	697,792
Discretionary funds	65,000	65,000	55,586	9,414	91,414
Total - General Government	<u>3,798,110</u>	<u>3,798,110</u>	<u>3,715,707</u>	<u>82,403</u>	<u>3,121,799</u>
Public Safety:					
Police and animal control	1,696,403	1,696,403	1,404,537	291,866	1,473,245
Community Development:					
Planning and building department	688,094	688,094	690,858	(2,764)	538,379
Marketing and communications	566,228	566,228	559,169	7,059	536,768
Community relations	308,311	308,311	272,279	36,032	253,231
Total - Community Development	<u>1,562,633</u>	<u>1,562,633</u>	<u>1,522,306</u>	<u>40,327</u>	<u>1,328,378</u>
Public Works:					
Streets/properties - Maintenance/improvements	2,080,657	2,080,657	1,891,301	189,356	1,832,232
Culture and Recreation:					
Historic Park	336,723	336,723	259,301	77,422	259,139
Special events	833,583	833,583	736,161	97,422	684,660
Recreation	368,028	368,028	366,456	1,572	365,312
Frisco Adventure Park	1,263,944	1,263,944	1,145,278	118,666	1,195,965
Nordic Center	364,136	364,136	242,214	121,922	209,146
Total - Culture and Recreation	<u>3,166,414</u>	<u>3,166,414</u>	<u>2,749,410</u>	<u>417,004</u>	<u>2,714,222</u>
Total Expenditures	<u>12,304,217</u>	<u>12,304,217</u>	<u>11,283,261</u>	<u>1,020,956</u>	<u>10,469,876</u>
Excess (Deficiency) of Revenues over Expenditures	<u>1,378,711</u>	<u>1,378,711</u>	<u>3,821,470</u>	<u>2,442,759</u>	<u>3,745,018</u>
Other Financing Sources (Uses):					
Transfers (out)	(935,929)	(935,929)	(2,191,510)	(1,255,581)	(3,350,000)
Net Change in Fund Balance	442,782	442,782	1,629,960	1,187,178	(395,018)
Fund Balance - January 1	6,337,898	6,337,898	5,662,752	(675,146)	5,267,734
Fund Balance - December 31	<u>6,780,680</u>	<u>6,780,680</u>	<u>7,292,712</u>	<u>512,032</u>	<u>5,662,752</u>

Town of Frisco, Colorado
Summit County Housing Authority 5A Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	<u>2018</u>			Final Budget Variance Positive (Negative)	<u>2017</u>
	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>		<u>Actual</u>
Revenues:					
County sales tax	1,080,000	1,080,000	1,393,760	313,760	1,285,174
Developer impact fees	165,000	165,000	118,316	(46,684)	36,745
Investment income	7,000	7,000	33,324	26,324	13,209
Rental income	-	-	6,938	6,938	-
Total Revenues	<u>1,252,000</u>	<u>1,252,000</u>	<u>1,552,338</u>	<u>300,338</u>	<u>1,335,128</u>
Expenditures:					
General government	126,320	126,320	45,463	80,857	49,510
Capital outlay	2,852,000	2,852,000	1,842,920	1,009,080	131,592
Total Expenditures	<u>2,978,320</u>	<u>2,978,320</u>	<u>1,888,383</u>	<u>1,089,937</u>	<u>181,102</u>
Excess (Deficiency) of Revenues over Expenditures	<u>(1,726,320)</u>	<u>(1,726,320)</u>	<u>(336,045)</u>	<u>(789,599)</u>	<u>1,154,026</u>
Other Financing Sources (Uses):					
Sale of assets	1,514,000	1,514,000	1,358,385	(155,615)	-
Net Change in Fund Balance	(212,320)	(212,320)	1,022,340	1,234,660	1,154,026
Fund Balance - January 1	<u>2,186,287</u>	<u>2,186,287</u>	<u>2,390,015</u>	<u>203,728</u>	<u>1,235,989</u>
Fund Balance - December 31	<u><u>1,973,967</u></u>	<u><u>1,973,967</u></u>	<u><u>3,412,355</u></u>	<u><u>1,438,388</u></u>	<u><u>2,390,015</u></u>

Town of Frisco, Colorado
Schedule of Employer's Proportionate Share of Net Pension (Asset) Liability
Statewide Defined Benefit Plan
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *
(Unaudited)

	Measurement period ending December 31				
	2017	2016	2015	2014	2013
Town's portion of the net pension (asset) liability	0.129007%	0.147306%	0.134622%	0.137171%	0.176403%
Town's proportionate share of the net pension (asset) liability	(185,598)	53,226	(2,375)	(154,808)	(157,737)
Town's covered payroll	756,313	756,488	659,263	618,088	772,725
Town's proportionate share of the net pension (asset) liability as a percentage of its covered payroll	24.5%	-7.0%	0.4%	25.0%	20.4%
Plan fiduciary net position as a percentage of the total pension (asset) liability	106.30%	98.21%	100.10%	106.80%	105.80%

* Information is only available beginning in measurement year 2013.

Town of Frisco, Colorado
Schedule of Town Contributions
Statewide Defined Benefit Plan
Fire and Police Pension Association of Colorado
Last 10 Fiscal Years *
(Unaudited)

	Fiscal years ending December 31				
	2018	2017	2016	2015	2014
Contractually required contribution	54,535	60,505	60,519	52,741	49,447
Actual contributions	<u>(54,535)</u>	<u>(60,505)</u>	<u>(60,519)</u>	<u>(52,741)</u>	<u>(49,447)</u>
Contribution deficiency (excess)	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>
Town's covered payroll	681,688	756,313	756,488	659,263	618,088
Contributions as a percentage of covered payroll	8.0%	8.0%	8.0%	8.0%	8.0%

*The amounts presented for each fiscal year were determined as of the calendar year-end that occurred one year prior. Information is only available beginning in fiscal year 2014

The accompanying notes to RSI are an integral part of these statements.

Town of Frisco, Colorado
Notes to the Required Supplementary Information
December 31, 2018

I. Notes Schedule of Employer's Proportionate Share of Net Pension (Asset) Liability

A. Changes to Assumptions or Other Inputs

1. Changes Since the January 1, 2016 Actuarial Valuation

- No changes.

2. Changes Since the January 1, 2015 Actuarial Valuation

Effective January 1, 2016, the post-retirement mortality tables for non-disabled retirees is a blend of the Annuitant and Employee RP-2014 generational mortality tables with blue collar adjustment projected with Scale BB. The occupationally disabled post-retirement mortality assumption uses the same table as used for healthy annuitants, except that it is a three-year set-forward, meaning a disabled member age 70 will be valued as if they were a 73-year-old healthy retiree. The totally disabled post-retirement mortality assumption uses the RP-2014 generational mortality tables for disabled annuitants, except an additional provision to apply a minimum 3% mortality probability to males and 2% mortality probability for females is included to reflect substantial impairment for this population. The pre-retirement off-duty mortality tables are adjusted to 55% of the RP-2014 mortality tables for active employees. The on-duty mortality rate is 0.00020.

3. Changes Since the January 1, 2014 Actuarial Valuation

For determining the total pension liability, the RP-2014 Mortality Tables for Blue Collar Employees, projected with Scale BB, 55% multiplier for off-duty mortality is used in the valuation for off-duty mortality of active members. On-duty related mortality is assumed to be 0.00020 per year for all members of post-retirement benefits for members under age 55. For post-retirement members ages 65 and older, the RP-2014 Mortality Tables for Blue Collar Healthy Annuitants, projected with Scale BB, are used.

B. Changes of Benefit Terms

No changes during the years presented.

C. Changes of Size or Composition of Population Covered by Benefit Terms

No changes during the years presented.

II. Notes to the Schedule of Town Contributions

A. Changes to Assumptions or Other Inputs

No changes during the years presented.

B. Changes of Benefit Terms

No changes during the years presented.

C. Changes of Size or Composition of Population Covered by Benefit Terms

No changes during the years presented.

SUPPLEMENTARY INFORMATION



Town of Frisco, Colorado
Capital Improvement Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	<u>2018</u>			Final Budget Variance Positive (Negative)	<u>2017</u>
	Original Budget	Final Budget	Actual		Actual
Revenues:					
Taxes - Real estate transfer fees	1,500,000	1,500,000	1,415,715	(84,285)	1,293,353
Intergovernmental grants	404,496	404,496	-	(404,496)	-
Investment income	15,000	15,000	116,072	101,072	37,409
Capital interest subsidy	-	-	-	-	35,668
Total Revenues	<u>1,919,496</u>	<u>1,919,496</u>	<u>1,531,787</u>	<u>(387,709)</u>	<u>1,366,430</u>
Expenditures:					
General government - Agent fees	2,000	2,000	1,500	500	1,500
Capital outlay	6,406,077	6,406,077	5,400,413	1,005,664	1,237,006
Cost of issuance	-	-	-	-	74,559
Debt service:					
Principal	295,540	295,540	274,712	20,828	524,621
Interest	141,085	141,085	145,370	(4,285)	212,837
Total Expenditures	<u>6,844,702</u>	<u>6,844,702</u>	<u>5,821,995</u>	<u>1,022,707</u>	<u>2,050,523</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(4,925,206)</u>	<u>(4,925,206)</u>	<u>(4,290,208)</u>	<u>634,998</u>	<u>(684,093)</u>
Other Financing Sources (Uses):					
Certificate of participation debt proceeds	-	-	-	-	2,487,000
Payment to refund bond escrow agent	-	-	-	-	(2,412,441)
Sale of assets	10,000	10,000	769,292	759,292	45,973
Transfers in	935,929	935,929	2,191,510	1,255,581	3,350,000
Total Other Financing Sources (Uses)	<u>945,929</u>	<u>945,929</u>	<u>2,960,802</u>	<u>2,014,873</u>	<u>3,470,532</u>
Net Change in Fund Balance	<u>(3,979,277)</u>	<u>(3,979,277)</u>	<u>(1,329,406)</u>	<u>2,649,871</u>	<u>2,786,439</u>
Fund Balance - January 1	<u>5,092,669</u>	<u>5,092,669</u>	<u>7,188,940</u>	<u>2,096,271</u>	<u>4,402,501</u>
Fund Balance - December 31	<u>1,113,392</u>	<u>1,113,392</u>	<u>5,859,534</u>	<u>4,746,142</u>	<u>7,188,940</u>

Town of Frisco, Colorado
Enterprise Fund - Water Fund
Schedule of Revenues, Expenses and Change in Fund Net Position
Budget (Non-GAAP Basis) and Actual with Reconciliation to GAAP Basis
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	<u>2018</u>			<u>Variance</u>	<u>2017</u>
	<u>Original</u> <u>Budget</u>	<u>Final</u> <u>Budget</u>	<u>Actual</u>	<u>Positive</u> <u>(Negative)</u>	<u>Actual</u>
Operating Revenues:					
Charges for service - User charges	891,000	891,000	964,017	73,017	903,193
Water meter sales	15,000	15,000	23,841	8,841	2,833
Other operating	500	500	1,684	1,184	670
Total Operating Revenues	<u>906,500</u>	<u>906,500</u>	<u>989,542</u>	<u>83,042</u>	<u>906,696</u>
Operating Expenses:					
Salaries and benefits	374,488	374,488	353,367	21,121	302,417
Administrative fees	42,500	42,500	42,500	-	42,500
Professional fees	85,000	85,000	80,095	4,905	43,717
Supplies	47,000	47,000	20,515	26,485	68,279
Utilities	65,000	65,000	55,823	9,177	52,632
Repair and maintenance	60,000	60,000	51,058	8,942	41,258
General expenses	106,825	106,825	83,660	23,165	159,005
Capital outlay	739,500	739,500	889,329	(149,829)	1,159,546
Water meter replacements	30,000	30,000	14,830	15,170	11,582
Total Operating Expenses - Budget Basis	<u>1,550,313</u>	<u>1,550,313</u>	<u>1,591,177</u>	<u>(40,864)</u>	<u>1,880,936</u>
Operating Income (Loss)	<u>(643,813)</u>	<u>(643,813)</u>	<u>(601,635)</u>	<u>42,178</u>	<u>(974,240)</u>
Non-operating Revenues (Expenses):					
Intergovernmental - Non-operating grants	30,094	30,094	12,531	(17,563)	106,681
Investment income	25,000	25,000	79,896	54,896	49,211
Gain (loss) on asset disposal	-	-	6,775	6,775	7,900
Loan principal receipt	30,000	30,000	16,398	(13,602)	130,100
Plant investment fees	200,000	200,000	169,244	(30,756)	224,942
Total Non-operating Revenues (Expenses)	<u>285,094</u>	<u>285,094</u>	<u>284,844</u>	<u>(250)</u>	<u>518,834</u>
Change in Net Positions - Budget Basis	<u>(358,719)</u>	<u>(358,719)</u>	<u>(316,791)</u>	<u>41,928</u>	<u>(455,406)</u>
Reconciliation to GAAP Basis:					
Adjustments:					
Loan principal receipt			(16,398)		(130,100)
Capitalized assets			889,329		1,159,546
Depreciation			(304,453)		(282,663)
Change in Net Position - GAAP Basis			<u>251,687</u>		<u>291,377</u>

Town of Frisco, Colorado
Enterprise Fund - Marina Fund
Schedule of Revenues, Expenses and Change in Fund Net Position
Budget (Non-GAAP Basis) and Actual with Reconciliation to GAAP Basis
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	<u>2018</u>			<u>Variance Positive (Negative)</u>	<u>2017</u>
	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>		<u>Actual</u>
Operating Revenues:					
Charges for service - User charges	1,335,500	1,335,500	1,565,693	230,193	1,535,817
Intergovernmental - Operating grants	25,000	25,000	27,570	2,570	32,622
Total Operating Revenues	<u>1,360,500</u>	<u>1,360,500</u>	<u>1,593,263</u>	<u>232,763</u>	<u>1,568,439</u>
Operating Expenses:					
Salaries and benefits	510,670	510,670	542,550	(31,880)	466,067
Administrative fees	20,000	20,000	20,000	-	20,000
Professional fees	44,600	44,600	22,467	22,133	30,732
Supplies	94,600	94,600	75,307	19,293	35,787
Utilities	30,000	30,000	17,983	12,017	14,531
Repair and maintenance	61,000	61,000	29,592	31,408	54,184
General expenses	269,500	269,500	271,791	(2,291)	261,569
Capital outlay	2,186,000	2,186,000	540,227	1,645,773	132,209
Total Operating Expenses	<u>3,216,370</u>	<u>3,216,370</u>	<u>1,519,917</u>	<u>1,696,453</u>	<u>1,015,079</u>
Operating Income (Loss) - Budget Basis	<u>(1,855,870)</u>	<u>(1,855,870)</u>	<u>73,346</u>	<u>1,929,216</u>	<u>553,360</u>
Non-operating Revenues (Expenses):					
Intergovernmental - Non-operating grants	-	-	466,057	466,057	-
Investment income	5,000	5,000	20,868	15,868	5,160
Gain (loss) on asset disposal	3,000	3,000	18,147	15,147	64,473
Loan principal	-	-	-	-	(107,682)
Interest expense	-	-	-	-	(5,287)
Total Non-operating Revenues (Expenses)	<u>8,000</u>	<u>8,000</u>	<u>505,072</u>	<u>497,072</u>	<u>(43,336)</u>
Change in Net Positions - Budget Basis	<u>(1,847,870)</u>	<u>(1,847,870)</u>	<u>578,418</u>	<u>2,426,288</u>	<u>510,024</u>
Reconciliation to GAAP Basis:					
Adjustments:					
Loan principal			-		107,682
Capitalized assets			540,227		132,209
Depreciation			(251,432)		(249,318)
Change in Net Position - GAAP Basis			<u>867,213</u>		<u>500,597</u>

NON-MAJOR GOVERNMENTAL FUNDS

Special revenue funds are used to account for specific revenues that are legally restricted to expenditure for particular purposes.

Conservation Trust Fund – This fund is used to account for receipt and disbursement of lottery funds. Each year, the State of Colorado distributes a percentage of profits from the sale of lottery tickets to municipalities which may only be used to maintain, acquire or construct recreational facilities, park facilities or open space.

Insurance Reserve Fund – This fund was established by resolution in 2005 to set aside an amount equivalent to six months' of insurance expenditures to cover substantial insurance claims and unforeseen increases in the cost of providing insurance.

Lodging Tax Fund – This fund accounts for the voter-approved 2.35% tax imposed on lodging establishments. Expenditures are restricted to economic development, special events, advertising and promotion, recreation amenities and similar use.

Open Space Fund – This fund accounts for the acquisition and maintenance of open space.



**Town of Frisco, Colorado
Combining Balance Sheet
Non-major Governmental Funds
December 31, 2018**

	Special Revenue Funds				Total Non-major Governmental Funds
	Conservation Trust Fund	Insurance Reserve Fund	Lodging Tax Fund	Open Space Fund	
Assets:					
Cash and cash equivalents - Unrestricted	50,897	205,191	459,442	12,112	727,642
Receivables, net of allowance for uncollectible accounts:					
Other taxes	-	-	87,467	-	87,467
Inventory	-	-	12,140	-	12,140
Total Assets	50,897	205,191	559,049	12,112	827,249
Liabilities and Fund Equity:					
Liabilities:					
Accounts/vouchers payable	-	-	145	-	145
Total Liabilities	-	-	145	-	145
Fund Balances:					
Non-spendable	-	-	12,140	-	12,140
Restricted	50,897	-	546,764	-	597,661
Committed	-	205,191	-	12,112	217,303
Total Fund Balances	50,897	205,191	558,904	12,112	827,104
Total Liabilities and Fund Balances	50,897	205,191	559,049	12,112	827,249

Town of Frisco, Colorado
Combining Statement of Revenues, Expenditures and Changes in Fund Balances
Non-major Governmental Funds
For the Year Ended December 31, 2018

	Special Revenue Funds				Total Non-major Governmental Funds
	Conservation Trust Fund	Insurance Reserve Fund	Lodging Tax Fund	Open Space Fund	
Revenues:					
Taxes	-	-	534,342	-	534,342
Intergovernmental revenue	29,677	-	30,000	-	59,677
Charges for services	-	-	262	-	262
Investment income	619	3,380	9,465	267	13,731
Miscellaneous	-	-	10,085	-	10,085
Total Revenues	30,296	3,380	584,154	267	618,097
Expenditures:					
Community development	-	-	298,915	-	298,915
Culture and recreation	2,993	-	271,883	-	274,876
Total Expenditures	2,993	-	570,798	-	573,791
Net Change in Fund Balances	27,303	3,380	13,356	267	44,306
Fund Balances - January 1	23,594	201,811	545,548	11,845	782,798
Fund Balances - December 31	50,897	205,191	558,904	12,112	827,104

Town of Frisco, Colorado
Special Revenue Funds - Conservation Trust Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	2018			Final Budget Variance Positive (Negative)	2017
	Original Budget	Final Budget	Actual		Actual
Revenues:					
Intergovernmental - Lottery proceeds	26,000	26,000	29,677	3,677	29,006
Investment income	250	250	619	369	278
Total Revenues	26,250	26,250	30,296	4,046	29,284
Expenditures:					
Culture and recreation	23,900	23,900	2,993	20,907	53,382
Total Expenditures	23,900	23,900	2,993	20,907	53,382
Net Change in Fund Balance	2,350	2,350	27,303	24,953	(24,098)
Fund Balance - January 1	21,942	21,942	23,594	1,652	47,692
Fund Balance - December 31	24,292	24,292	50,897	26,605	23,594

Town of Frisco, Colorado
Special Revenue Funds - Insurance Reserve Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	2018			Final Budget Variance Positive (Negative)	2017
	Original Budget	Final Budget	Actual		Actual
Revenues:					
Investment income	1,000	1,000	3,380	2,380	1,588
Total Revenues	<u>1,000</u>	<u>1,000</u>	<u>3,380</u>	<u>2,380</u>	<u>1,588</u>
Expenditures:					
Claims	65,000	65,000	-	65,000	-
Total Expenditures	<u>65,000</u>	<u>65,000</u>	<u>-</u>	<u>65,000</u>	<u>-</u>
Net Change in Fund Balance	(64,000)	(64,000)	3,380	67,380	1,588
Fund Balance - January 1	<u>136,225</u>	<u>136,225</u>	<u>201,811</u>	<u>65,586</u>	<u>200,223</u>
Fund Balance - December 31	<u><u>72,225</u></u>	<u><u>72,225</u></u>	<u><u>205,191</u></u>	<u><u>132,966</u></u>	<u><u>201,811</u></u>

Town of Frisco, Colorado
Special Revenue Funds - Lodging Tax Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	<u>2018</u>			Final Budget Variance Positive (Negative)	<u>2017</u>
	Original Budget	Final Budget	Actual		Actual
Revenues:					
Taxes - Lodging tax	490,000	490,000	534,342	44,342	490,541
Intergovernmental - Local grants	30,000	30,000	30,000	-	30,000
Charges for services	1,800	1,800	262	(1,538)	465
Investment income	2,500	2,500	9,465	6,965	3,772
Miscellaneous	6,600	6,600	10,085	3,485	8,164
Total Revenues	<u>530,900</u>	<u>530,900</u>	<u>584,154</u>	<u>53,254</u>	<u>532,942</u>
Expenditures:					
Community development	333,635	333,635	298,915	34,720	285,880
Culture and recreation	309,900	309,900	271,883	38,017	140,221
Total Expenditures	<u>643,535</u>	<u>643,535</u>	<u>570,798</u>	<u>72,737</u>	<u>426,101</u>
Net Change in Fund Balance	(112,635)	(112,635)	13,356	125,991	106,841
Fund Balance - January 1	<u>534,433</u>	<u>534,433</u>	<u>545,548</u>	<u>11,115</u>	<u>438,707</u>
Fund Balance - December 31	<u><u>421,798</u></u>	<u><u>421,798</u></u>	<u><u>558,904</u></u>	<u><u>137,106</u></u>	<u><u>545,548</u></u>

Town of Frisco, Colorado
Special Revenue Funds - Open Space Fund
Schedule of Revenues, Expenditures and Changes in Fund Balance
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	<u>2018</u>			<u>Final Budget Variance Positive (Negative)</u>	<u>2017</u>
	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>		<u>Actual</u>
Revenues:					
Investment income	100	100	267	167	94
Total Revenues	<u>100</u>	<u>100</u>	<u>267</u>	<u>167</u>	<u>94</u>
Expenditures:					
Culture and recreation	-	-	-	-	-
Total Expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net Change in Fund Balance	100	100	267	167	94
Fund Balance - January 1	<u>11,852</u>	<u>11,852</u>	<u>11,845</u>	<u>(7)</u>	<u>11,751</u>
Fund Balance - December 31	<u><u>11,952</u></u>	<u><u>11,952</u></u>	<u><u>12,112</u></u>	<u><u>160</u></u>	<u><u>11,845</u></u>

Town of Frisco, Colorado
Capital Improvement Fund
Schedule of Capital Outlay Expenditures
Budget (GAAP Basis) and Actual
For the Year Ended December 31, 2018
(With Comparative Actual Amounts for December 31, 2017)

	<u>2018</u>			Final Budget Variance Positive (Negative)	<u>2017</u>
	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual</u>		<u>Actual</u>
Capital Outlay:					
Alley paving	175,000	175,000	142,002	32,998	-
Asphalt overlay and resurface road	525,000	525,000	290,109	234,891	200,463
Bell tower refurbishment	30,000	30,000	-	30,000	-
Bike path system upgrades	-	-	-	-	3,057
Building relocation costs	100,000	100,000	-	100,000	-
Community care center	20,000	20,000	20,000	-	20,000
Computers and technology	217,000	217,000	61,217	155,783	66,311
Consultant - Historic preservation	25,000	25,000	10,517	14,483	8,862
Crack fill streets and bike paths	20,000	20,000	3,349	16,651	20,410
Curb replacement	60,000	60,000	34,227	25,773	37,607
Design/construction Public Works facility	1,350,000	1,350,000	1,262,626	87,374	41,714
Electric vehicle charging station	20,000	20,000	35,956	(15,956)	-
Environmental sustainability	-	-	454	(454)	36,538
Equipment and vehicle leases	37,500	37,500	22,922	14,578	24,910
Facility capital repair	5,000	5,000	-	5,000	105,499
Frisco Adventure Park amenity expansion	1,358,108	1,358,108	893,780	464,328	60,961
Frisco Adventure Park great lawn re-sod	-	-	-	-	8,250
First and Main building	-	-	6,033	(6,033)	4,728
Galena project housing	850,000	850,000	991,254	(141,254)	-
Granite/Galena alley paving	-	-	943	(943)	-
Historic Park deck/stair replacement	-	-	-	-	11,171
Lake Hill analysis/support	20,000	20,000	-	20,000	-
Parking lot reconstruction - Public Works complex	-	-	-	-	25,595
Peninsula forestry management	-	-	-	-	22,122
PRA plan implementation	-	-	-	-	6,939
Property purchases	-	-	852,045	(852,045)	-
Storm system study	-	-	34,780	(34,780)	-
Summit Blvd. sidewalk (Walmart)	150,000	150,000	2,736	147,264	-
Tap grant	489,969	489,969	73,440	416,529	6,488
Traffic study - CDOT exit 203	112,500	112,500	112,500	-	-
Trails enhancement	90,000	90,000	61,777	28,223	67,450
Update planning documents	130,000	130,000	74,984	55,016	-
Vehicles and equipment	596,000	596,000	412,762	183,238	401,935
Wayfinding	25,000	25,000	-	25,000	-
Zoning code update	-	-	-	-	55,996
Total Expenditures - Capital Outlay	6,406,077	6,406,077	5,400,413	1,005,664	1,237,006

LOCAL HIGHWAY FINANCE REPORT



The public report burden for this information collection is estimated to average 380 hours annually.

LOCAL HIGHWAY FINANCE REPORT		City or County: Town of Frisco, CO
		YEAR ENDING : December 2018
This Information From The Records Of (example - City of _ or County of Town of Frisco, CO)	Prepared By: Phone:	Chad Most/Revenue Specialist (970) 668-9127

I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

II. RECEIPTS FOR ROAD AND STREET PURPOSES

III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES

ITEM	AMOUNT	ITEM	AMOUNT
A. Receipts from local sources:		A. Local highway disbursements:	
1. Local highway-user taxes		1. Capital outlay (from page 2)	678,289
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	100,225
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	
2. General fund appropriations	961,606	b. Snow and ice removal	431,059
3. Other local imposts (from page 2)	427,856	c. Other	
4. Miscellaneous local receipts (from page 2)	0	d. Total (a. through c.)	431,059
5. Transfers from toll facilities		4. General administration & miscellaneous	
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	331,814
a. Bonds - Original Issues		6. Total (1 through 5)	1,541,387
b. Bonds - Refunding Issues		B. Debt service on local obligations:	
c. Notes		1. Bonds:	
d. Total (a. + b. + c.)	0	a. Interest	
7. Total (1 through 6)	1,389,462	b. Redemption	
B. Private Contributions		c. Total (a. + b.)	0
C. Receipts from State government (from page 2)		2. Notes:	
	151,925	a. Interest	
D. Receipts from Federal Government (from page 2)		b. Redemption	
	0	c. Total (a. + b.)	0
E. Total receipts (A.7 + B + C + D)		3. Total (1.c + 2.c)	0
	1,541,387	C. Payments to State for highways	
		D. Payments to toll facilities	
		E. Total disbursements (A.6 + B.3 + C + D)	
			1,541,387

IV. LOCAL HIGHWAY DEBT STATUS

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
A. Bonds (Total)				0
1. Bonds (Refunding Portion)				
B. Notes (Total)				0

V. LOCAL ROAD AND STREET FUND BALANCE

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	0	1,541,387	1,541,387	0	(0)

Notes and Comments:

LOCAL HIGHWAY FINANCE REPORT		STATE:	
		Colorado	
		YEAR ENDING (mm/yy):	
		December 2018	
II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL			
ITEM	AMOUNT	ITEM	AMOUNT
A.3. Other local imposts:		A.4. Miscellaneous local receipts:	
a. Property Taxes and Assessments		a. Interest on investments	
b. Other local imposts:		b. Traffic Fines & Penalties	
1. Sales Taxes		c. Parking Garage Fees	
2. Infrastructure & Impact Fees		d. Parking Meter Fees	
3. Liens		e. Sale of Surplus Property	
4. Licenses		f. Charges for Services	
5. Specific Ownership &/or Other	427,856	g. Other Misc. Receipts	
6. Total (1. through 5.)	427,856	h. Other	
c. Total (a. + b.)	427,856	i. Total (a. through h.)	0
	(Carry forward to page 1)		(Carry forward to page 1)
III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL			
ITEM	AMOUNT	ITEM	AMOUNT
C. Receipts from State Government		D. Receipts from Federal Government	
1. Highway-user taxes	137,839	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	
a. State bond proceeds		b. FEMA	
b. Project Match		c. HUD	
c. Motor Vehicle Registrations	14,086	d. Federal Transit Admin	
d. Other (Specify) - DOLA Grant		e. U.S. Corps of Engineers	
e. Other (Specify)		f. Other Federal	
f. Total (a. through e.)	14,086	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	151,925	3. Total (1. + 2.g)	
			(Carry forward to page 1)
		ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)
		TOTAL (c)	
A.1. Capital outlay:			
a. Right-Of-Way Costs			0
b. Engineering Costs		112,500	741
c. Construction:			
(1). New Facilities			0
(2). Capacity Improvements			0
(3). System Preservation			360,454
(4). System Enhancement & Operation			204,594
(5). Total Construction (1) + (2) + (3) + (4)		0	565,048
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)		112,500	565,789
			678,289
			(Carry forward to page 1)
Notes and Comments:			

STATISTICAL SECTION

This part of the Town of Frisco's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the government's overall financial health.

Financial Trends – These schedules contain trend information to help the reader understand how the government's financial performance and well-being have changed over time.

Revenue Capacity – These schedules contain information to help the reader assess the government's most significant local revenue source: Town and county sales tax.

Debt Capacity – These schedules present information to help the reader assess the affordability of the government's current levels of outstanding debt and the government's ability to issue additional debt in the future.

Demographic and Economic Information – These schedules offer demographic and economic indicators to help the reader understand the environment within which the government's financial activities take place.

Operating Information – These schedules contain service and infrastructure data to help readers understand how the information in the government's financial report relates to the services the government provides and the activities it performs.



Town of Frisco, Colorado
Government-wide Net Position by Category
Last Ten Fiscal Years
(accrual basis of accounting)

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Governmental Activities										
Net Investment in Capital Assets	\$ 27,154,318	\$ 29,823,965	\$ 30,848,672	\$ 30,105,686	\$ 30,243,989	\$ 32,040,179	\$ 34,078,693	\$ 36,042,985	\$ 35,805,489	\$ 39,594,729
Restricted	275,000	442,000	781,946	869,064	880,133	1,136,803	1,980,373	2,179,572	1,152,548	1,409,259
Unrestricted	12,581,617	8,808,664	6,648,940	8,017,252	12,710,588	12,037,042	12,679,733	14,249,460	19,684,169	21,090,459
Subtotal Governmental Activities Net Position	<u>40,010,935</u>	<u>39,074,629</u>	<u>38,279,558</u>	<u>38,992,002</u>	<u>43,834,710</u>	<u>45,214,024</u>	<u>48,738,799</u>	<u>52,472,017</u>	<u>56,642,206</u>	<u>62,094,447</u>
Business-type Activities										
Net Investment in Capital Assets	7,612,836	7,857,164	7,762,155	7,999,727	7,802,593	7,948,393	7,723,018	7,521,763	8,281,537	9,155,965
Restricted for CRCA projects	-	-	-	-	-	-	-	-	198,940	664,551
Unrestricted	4,062,075	3,877,339	4,064,798	3,992,272	4,505,019	4,791,659	5,368,258	6,095,350	5,928,610	5,707,470
Subtotal Business-type Activities Net Position	<u>11,674,911</u>	<u>11,734,503</u>	<u>11,826,953</u>	<u>11,991,999</u>	<u>12,307,612</u>	<u>12,740,052</u>	<u>13,091,276</u>	<u>13,617,113</u>	<u>14,409,087</u>	<u>15,527,986</u>
Total Primary Government Net Position	<u>\$ 51,685,846</u>	<u>\$ 50,809,132</u>	<u>\$ 50,106,511</u>	<u>\$ 50,984,001</u>	<u>\$ 56,142,322</u>	<u>\$ 57,954,076</u>	<u>\$ 61,830,075</u>	<u>\$ 66,089,130</u>	<u>\$ 71,051,293</u>	<u>\$ 77,622,433</u>

Town of Frisco, Colorado
Changes in Net Position
Last Ten Fiscal Years
(accrual basis of accounting)

	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Expenses										
Governmental Activities:										
General Government	\$ 2,392,573	\$ 2,636,309	\$ 2,560,698	\$ 2,618,326	\$ 2,813,821	\$ 3,014,175	\$ 3,215,368	\$ 3,372,782	\$ 3,632,450	\$ 5,805,422
Public Safety	1,400,453	1,302,380	1,272,798	1,353,334	1,441,587	1,450,837	1,311,274	1,464,245	1,517,580	1,326,397
Public Works	2,630,715	2,331,184	2,772,067	2,523,672	2,463,718	2,661,950	2,604,258	2,390,051	2,697,095	2,777,951
Community Development	1,271,179	1,153,120	1,191,969	1,051,224	1,186,800	1,194,044	1,422,842	1,512,826	1,635,078	1,838,271
Culture and Recreation	1,140,096	1,498,443	2,098,979	2,387,598	2,665,626	2,813,730	2,673,080	3,098,379	3,538,985	3,634,564
Housing	20,929	196,697	198,887	171,015	201,348	179,043	69,091	42,728	181,102	45,547
Interest on long-term debt	101,220	163,719	268,101	238,667	246,315	228,200	271,129	262,753	255,106	155,488
Total Governmental Activities Expenses	8,957,165	9,281,852	10,363,499	10,343,836	11,019,215	11,541,979	11,567,042	12,143,764	13,457,396	15,583,640
Business-type Activities:										
Interest on long-term debt	23,158	14,336	7,665	5,824	4,840	4,144	3,427	2,702	5,287	-
Water Fund	697,749	775,773	771,209	823,419	875,880	1,025,562	1,016,423	1,097,277	1,137,475	1,006,302
Marina Fund	744,159	802,476	858,980	944,530	874,024	977,565	980,887	951,376	998,766	1,231,122
Total Business-type Activities Expenses	1,465,066	1,592,585	1,637,854	1,773,773	1,754,744	2,007,271	2,000,737	2,051,355	2,141,528	2,237,424
Total Primary Government Expenses	10,422,231	10,874,437	12,001,353	12,117,609	12,773,959	13,549,250	13,567,779	14,195,119	15,598,924	17,821,064
Program Revenues										
Governmental Activities:										
Charges for Services:										
General Government	236,199	287,911	287,617	298,642	339,703	439,635	433,333	350,659	288,696	263,086
Public Safety	23,278	24,407	19,982	26,717	31,499	26,898	19,356	41,461	35,748	47,275
Public Works	10,480	17,819	23,530	15,830	13,052	9,447	10,997	8,422	4,480	5,270
Community Development	206,798	209,383	225,698	213,588	263,445	274,096	287,170	194,122	290,400	468,573
Culture and Recreation	463,878	680,245	1,246,113	1,550,609	2,048,170	2,184,285	2,708,891	2,998,380	3,283,299	3,368,099
Housing	71,914	53,040	58,691	76,515	54,950	200,279	139,848	116,626	36,745	125,254
Operating Grants and Contributions	254,764	237,379	235,399	233,261	225,754	306,029	323,147	363,938	364,857	308,543
Capital Grants and Contributions	30,000	64,645	182,189	188,375	396,097	112,228	78,510	78,614	65,668	30,000
Total Governmental Activities Program Revenues	1,297,311	1,574,829	2,279,219	2,603,537	3,372,670	3,552,897	4,001,252	4,152,222	4,369,893	4,616,100
Business-type Activities:										
Charges for Services:										
Water	793,588	804,291	885,274	804,159	1,112,007	802,865	891,006	900,407	906,696	989,542
Marina	741,687	764,486	827,234	751,417	793,406	1,021,668	1,288,181	1,439,922	1,535,817	1,565,693
Operating Grants and Contributions	26,837	20,982	20,868	4,975	18,915	26,376	26,385	27,645	32,622	27,570
Capital Grants and Contributions	-	36,226	-	-	104,046	532,386	117,137	153,241	331,623	647,832
Total Business-type Activities Program Revenues	1,562,112	1,625,985	1,733,376	1,560,551	2,028,374	2,383,295	2,322,709	2,521,215	2,806,758	3,230,637
Total Program Revenues	2,859,423	3,200,814	4,012,595	4,164,088	5,401,044	5,936,192	6,323,961	6,673,437	7,176,651	7,846,737
Net (Expense)/Revenue										
Governmental Activities	(7,558,634)	(7,543,304)	(7,816,179)	(7,501,632)	(7,400,230)	(7,760,882)	(7,294,661)	(7,728,789)	(8,832,397)	(10,812,052)
Business-type Activities	120,204	47,736	103,187	(207,398)	278,470	380,168	325,399	472,562	670,517	993,213
Interest on Long Term Debt	(124,378)	(178,055)	(275,766)	(244,491)	(251,155)	(232,344)	(274,556)	(265,455)	(260,393)	(155,488)
Total Primary Government Net (Expense) Revenue	(7,562,808)	(7,673,623)	(7,988,758)	(7,953,521)	(7,372,915)	(7,613,058)	(7,243,818)	(7,521,682)	(8,422,273)	(9,974,327)
General Revenues and Transfers										
Governmental Activities:										
Taxes:										
Property Taxes	134,281	165,309	163,923	131,194	133,336	133,516	135,115	151,002	154,136	168,344
Sales and use Taxes	5,323,363	5,342,233	5,513,403	5,675,383	6,044,997	7,006,282	7,929,300	8,722,133	10,288,559	11,001,605
Real Estate Transfer Tax	501,254	565,093	792,486	805,152	920,533	1,044,365	1,487,185	1,389,027	1,293,352	1,415,715
Franchise Taxes	279,227	297,721	300,992	287,203	313,906	328,507	319,524	320,432	323,924	318,602
Lodging Taxes	246,741	239,089	261,429	285,434	325,768	388,199	426,458	471,041	490,541	534,342
Other Taxes	38,926	25,871	27,602	57,740	55,795	179,962	302,658	356,527	393,420	404,064
Transfers	41,000	42,500	42,500	62,500	(21,445)	-	-	-	-	-
Interest and Other	180,725	92,901	186,874	1,148,141	4,716,360	287,565	283,144	314,599	313,756	2,577,111
Total General Activities	6,745,517	6,770,717	7,289,209	8,452,747	12,489,250	9,368,396	10,883,384	11,724,761	13,257,888	16,419,783
Business-type Activities										
Transfers	(41,000)	(42,500)	(42,500)	(62,500)	21,445	-	-	-	-	-
Interest and Other	60,153	68,689	39,430	440,771	20,538	56,416	29,252	55,977	126,744	125,686
Total Business-type Activities	19,153	26,189	(3,070)	378,271	41,983	56,416	29,252	55,977	126,744	125,686
Total General Revenues and Transfers	6,764,670	6,796,906	7,286,139	8,831,018	12,531,233	9,424,812	10,912,636	11,780,738	13,384,432	16,545,469
Changes in Net Position										
Governmental Activities	(914,337)	(936,306)	(795,071)	712,448	4,842,705	1,379,314	3,317,594	3,733,219	4,170,185	5,452,243
Business-type Activities	116,199	59,589	92,452	165,049	315,613	432,440	351,224	525,837	791,974	1,118,899
Total Government Changes in Net Position	\$ (798,138)	\$ (876,717)	\$ (702,619)	\$ 877,497	\$ 5,158,318	\$ 1,811,754	\$ 3,668,818	\$ 4,259,056	\$ 4,962,159	\$ 6,571,142

Town of Frisco, Colorado
Fund Balances - Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	2009	2010	2011 (*)	2012	2013	2014	2015	2016	2017	2018
General Fund										
Reserved for:										
Prepaid items and inventory	\$ 2,172	\$ 23,897	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Long-term loans receivable	27,539	23,920	-	-	-	-	-	-	-	-
Emergencies	275,000	442,000	-	-	-	-	-	-	-	-
Unreserved:										
Designated for capital projects	10,000	10,000	-	-	-	-	-	-	-	-
Undesignated, reported in:										
General Fund	3,636,267	2,462,794	-	-	-	-	-	-	-	-
Non-Spendable	-	-	40,412	40,865	63,151	54,861	49,193	46,433	63,425	66,363
Restricted	-	-	309,000	350,000	332,000	377,000	478,000	468,000	596,000	626,000
Committed	-	-	-	-	-	-	-	-	-	-
Assigned	-	-	195,282	425,285	497,510	419,941	244,002	16,396	14,637	14,662
Unassigned	-	-	2,631,208	2,944,642	3,767,001	5,045,942	5,477,024	4,736,905	4,988,690	6,585,687
Total General Fund	<u>3,950,978</u>	<u>2,962,611</u>	<u>3,175,902</u>	<u>3,760,792</u>	<u>4,659,662</u>	<u>5,897,744</u>	<u>6,248,219</u>	<u>5,267,734</u>	<u>5,662,752</u>	<u>7,292,712</u>
All Other Governmental Funds										
Reserved	-	-	-	-	-	-	-	-	-	-
Unreserved, reported in:										
Designated for capital projects	-	274,861	-	-	-	-	-	-	-	-
Capital Improvement Fund	4,877,677	3,898,350	-	-	-	-	-	-	-	-
Other Non-Major Governmental Funds	3,101,548	1,188,048	-	-	-	-	-	-	-	-
Non-Spendable	-	-	-	-	-	-	14,070	13,194	12,597	12,140
Restricted	-	-	472,946	519,064	865,682	1,077,331	1,665,273	2,028,323	3,144,301	4,152,007
Committed	-	-	658,159	633,174	608,475	643,286	2,067,690	4,295,350	7,204,859	5,934,846
Assigned	-	-	3,232,313	4,064,942	3,169,091	1,215,757	-	-	-	-
Unassigned	-	-	-	-	-	-	-	-	-	-
Total All Other Governmental Funds	<u>7,979,225</u>	<u>5,361,259</u>	<u>4,363,418</u>	<u>5,217,180</u>	<u>4,643,248</u>	<u>2,936,374</u>	<u>3,747,033</u>	<u>6,336,867</u>	<u>10,361,757</u>	<u>10,098,993</u>
Total Governmental Funds										
Reserved	304,711	489,817	-	-	-	-	-	-	-	-
Unreserved	11,625,492	7,834,053	-	-	-	-	-	-	-	-
Non-Spendable	-	-	40,412	40,865	63,151	54,861	63,263	59,627	76,022	78,503
Restricted	-	-	781,946	869,064	1,197,682	1,454,331	2,143,273	2,496,323	3,740,301	4,778,007
Committed	-	-	658,159	633,174	608,475	643,286	2,067,690	4,295,350	7,204,859	5,934,846
Assigned	-	-	3,427,595	4,490,227	3,666,601	1,635,698	244,002	16,396	14,637	14,662
Unassigned	-	-	2,631,208	2,944,642	3,767,001	5,045,942	5,477,024	4,736,905	4,988,690	6,585,687
Total Governmental Funds Balance	<u>\$ 11,930,203</u>	<u>\$ 8,323,870</u>	<u>\$ 7,539,320</u>	<u>\$ 8,977,972</u>	<u>\$ 9,302,910</u>	<u>\$ 8,834,118</u>	<u>\$ 9,995,252</u>	<u>\$ 11,604,601</u>	<u>\$ 16,024,509</u>	<u>\$ 17,391,705</u>

(*) GASB Statement No. 54 was implemented in 2011, changing fund balance categories.

Town of Frisco, Colorado
Changes in Fund Balances - Governmental Funds
Last Ten Fiscal Years
(modified accrual basis of accounting)

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Revenues										
Taxes	\$ 6,523,791	\$ 6,636,888	\$ 7,059,836	\$ 7,242,107	\$ 7,794,319	\$ 9,080,831	\$ 10,600,007	\$ 11,410,162	\$ 12,943,932	\$ 13,842,672
Licenses, Permits, and Fees	320,102	348,234	366,526	379,410	429,595	604,633	554,513	459,556	482,663	746,210
Intergovernmental Revenue	268,260	269,820	359,307	353,497	249,217	251,625	260,675	264,873	325,407	333,474
Charges for Services	689,490	919,204	1,473,766	1,810,988	2,299,298	2,527,796	3,042,026	3,379,179	3,526,155	3,521,279
Investment Income	141,463	79,631	46,219	24,054	18,426	26,019	25,702	68,115	115,715	289,622
Capital Interest Subsidy	-	-	52,189	52,189	48,040	48,405	48,510	48,614	35,668	-
Rental Income	-	-	-	-	-	-	-	-	-	6,938
Reimbursements	-	-	-	-	318,057	33,823	-	-	-	-
Miscellaneous	70,845	71,026	128,057	135,166	94,419	97,401	116,920	119,634	50,820	66,758
Total Revenues	<u>8,013,951</u>	<u>8,324,803</u>	<u>9,485,900</u>	<u>9,997,411</u>	<u>11,251,371</u>	<u>12,670,533</u>	<u>14,648,353</u>	<u>15,750,133</u>	<u>17,480,360</u>	<u>18,806,953</u>
Expenditures										
General Government	2,300,605	2,344,072	2,392,648	2,233,891	2,501,631	2,869,845	2,974,825	3,101,416	3,172,809	3,762,670
Public Safety	1,301,162	1,247,748	1,222,019	1,316,176	1,411,394	1,405,463	1,289,834	1,464,557	1,473,245	1,404,537
Community Development	1,255,222	1,153,994	1,232,307	1,229,758	1,347,553	1,327,128	1,398,025	1,492,743	1,614,258	1,821,221
Public Works	1,597,000	1,627,492	1,703,666	1,674,290	1,700,686	1,748,004	1,635,124	1,680,766	1,832,232	1,891,301
Culture and Recreation	1,037,660	1,436,439	1,599,962	1,773,975	1,939,011	2,068,343	2,244,931	2,454,242	2,907,825	3,024,286
Capital Outlay	1,463,891	6,578,913	1,695,474	779,913	1,819,204	3,479,100	5,481,490	3,147,180	1,368,598	7,243,333
Debt Service:										
Cost of issuance	-	127,831	-	-	-	-	-	-	74,559	-
Principal	172,778	219,186	277,534	409,078	502,582	665,122	780,197	578,488	524,621	274,712
Interest	95,368	146,135	219,859	828,328	211,538	206,668	244,383	246,992	212,837	145,370
Total Expenditures	<u>9,223,686</u>	<u>14,881,810</u>	<u>10,343,469</u>	<u>10,245,409</u>	<u>11,433,599</u>	<u>13,769,673</u>	<u>16,048,809</u>	<u>14,166,384</u>	<u>13,180,984</u>	<u>19,567,430</u>
Excess of Revenues										
Over/(Under) Expenditures	<u>(1,209,735)</u>	<u>(6,557,007)</u>	<u>(857,569)</u>	<u>(247,998)</u>	<u>(182,228)</u>	<u>(1,099,140)</u>	<u>(1,400,456)</u>	<u>1,583,749</u>	<u>4,299,376</u>	<u>(760,477)</u>
Other Financing Sources/(Uses)										
Certificate of Participation proceeds	-	4,450,000	-	-	-	-	-	-	2,487,000	-
Premium on COPs issued	-	20,791	-	-	-	-	-	-	-	-
Capital interest subsidy	-	24,645	-	-	-	-	-	-	-	-
Payment to refund bond escrow agent	-	(1,917,775)	-	-	-	-	-	-	(2,412,441)	-
Lease Purchase Proceeds	-	366,579	-	494,859	370,922	477,184	1,765,000	-	-	-
Sales of Assets	36,799	6,436	73,020	1,191,790	136,240	153,163	796,590	25,600	45,973	2,127,677
Transfers In	-	2,700,000	-	-	-	-	-	-	3,350,000	2,191,510
Transfers Out	-	(2,700,000)	-	-	-	-	-	-	(3,350,000)	(2,191,510)
Total Other Financing Sources (Uses)	<u>36,799</u>	<u>2,950,676</u>	<u>73,020</u>	<u>1,686,649</u>	<u>507,162</u>	<u>630,347</u>	<u>2,561,590</u>	<u>25,600</u>	<u>120,532</u>	<u>2,127,677</u>
Net Change in Fund Balances	<u>\$ (1,172,936)</u>	<u>\$ (3,606,331)</u>	<u>\$ (784,549)</u>	<u>\$ 1,438,651</u>	<u>\$ 324,934</u>	<u>\$ (468,793)</u>	<u>\$ 1,161,134</u>	<u>\$ 1,609,349</u>	<u>\$ 4,419,908</u>	<u>\$ 1,367,200</u>
Debt Service as a Percentage of Noncapital Expenditures	3.5%	4.4%	5.8%	13.1%	7.4%	8.5%	9.7%	7.5%	6.2%	3.4%

Town of Frisco, Colorado
General Governmental Tax Revenues by Source
(Major Component of Revenue Base)
Last Ten Fiscal Years
(accrual basis of accounting)

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Revenue Source										
City Sales Tax	\$ 2,532,695	\$ 2,577,170	\$ 2,643,657	\$ 2,727,768	\$ 2,916,281	\$ 3,397,819	\$ 3,842,561	\$ 4,189,692	\$ 4,372,568	\$ 4,679,210
County Sales Tax	2,651,259	2,618,520	2,741,574	2,810,720	2,979,759	3,444,028	3,899,533	4,328,048	4,630,816	4,928,635
Housing Authority Tax	139,408	146,438	128,311	136,896	148,941	164,435	186,973	204,393	1,285,174	1,393,760
Property Tax	128,221	159,896	158,539	126,029	127,301	126,849	128,253	143,493	145,468	158,901
Lodging Tax	246,741	239,089	261,290	285,434	325,768	388,199	426,458	471,041	490,541	534,342
Real Estate Investment Fee Tax	501,254	565,093	792,486	805,152	920,533	1,044,365	1,487,185	1,389,027	1,293,353	1,415,715
Franchise Tax	279,227	297,721	300,992	287,203	313,906	328,507	319,524	320,432	323,924	318,602
Specific Ownership Tax	6,060	5,413	5,384	5,165	6,035	6,667	6,862	7,509	8,668	9,443
Miscellaneous Tax	38,926	27,547	27,602	57,740	55,795	179,962	302,658	356,527	393,420	404,064
Total Revenues	<u>\$ 6,523,791</u>	<u>\$ 6,636,887</u>	<u>\$ 7,059,835</u>	<u>\$ 7,242,107</u>	<u>\$ 7,794,319</u>	<u>\$ 9,080,831</u>	<u>\$ 10,600,007</u>	<u>\$ 11,410,162</u>	<u>\$ 12,943,932</u>	<u>\$ 13,842,672</u>
% change from prior year	-16.1%	1.7%	6.4%	2.6%	7.6%	16.5%	16.7%	7.6%	13.4%	6.9%
Percentage of Total										
City Sales Tax	38.8%	38.8%	37.4%	37.7%	37.4%	37.4%	36.3%	36.7%	33.8%	33.8%
County Sales Tax	40.6%	39.5%	38.8%	38.8%	38.2%	37.9%	36.8%	37.9%	35.8%	35.6%
Housing Authority Tax	2.1%	2.2%	1.8%	1.9%	1.9%	1.8%	1.8%	1.8%	9.9%	10.1%
Property Tax	2.0%	2.4%	2.2%	1.7%	1.6%	1.4%	1.2%	1.3%	1.1%	1.1%
Lodging Tax	3.8%	3.6%	3.7%	3.9%	4.2%	4.3%	4.0%	4.1%	3.8%	3.9%
Real Estate Investment Fee Tax	7.7%	8.5%	11.2%	11.1%	11.8%	11.5%	14.0%	12.2%	10.0%	10.2%
Franchise Tax	4.3%	4.5%	4.3%	4.0%	4.0%	3.6%	3.0%	2.8%	2.5%	2.3%
Specific Ownership Tax	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%	0.1%
Miscellaneous Tax	0.6%	0.4%	0.4%	0.8%	0.7%	2.0%	2.9%	3.1%	3.0%	2.9%
Total Revenues	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

Source: Town of Frisco Financial Statements

Town of Frisco, Colorado
Taxable Sales and Sales Tax Collections by Category
Last Ten Fiscal Years

	2009		2010		2011		2012		2013		2014		2015		2016		2017		2018		
Taxable Sales																					
Retail - General	\$ 32,932,800	25%	\$33,022,900	25%	\$ 35,877,800	27%	\$37,765,575	27%	\$ 38,616,625	26%	\$38,779,875	23%	\$40,289,125	21%	\$41,582,225	20%	\$42,519,550	19%	\$46,533,150	19%	
Grocery	18,838,975	15%	17,481,150	13%	17,482,825	13%	17,006,300	12%	27,351,950	19%	30,163,475	18%	38,176,500	20%	43,208,775	20%	48,184,100	21%	48,818,750	20%	
Restaurants	22,208,200	17%	23,241,375	18%	24,423,825	18%	25,124,850	18%	17,475,500	12%	29,173,050	17%	33,167,975	17%	36,662,925	17%	37,483,825	17%	40,972,200	17%	
Hotels & Inns	8,007,925	6%	7,872,025	6%	8,158,625	6%	9,174,875	7%	9,872,450	7%	11,744,800	7%	12,671,570	7%	13,103,850	6%	12,961,625	6%	13,576,850	6%	
Utility	8,825,200	7%	9,793,225	8%	8,851,300	7%	8,245,450	6%	9,122,625	6%	10,014,700	6%	10,087,375	5%	10,022,475	5%	10,388,350	5%	10,023,600	4%	
Home Improvement	7,328,200	6%	6,317,750	5%	6,723,675	5%	6,872,700	5%	7,092,675	5%	8,489,475	5%	9,262,600	5%	10,704,500	5%	12,575,300	6%	16,000,550	7%	
Automotive	7,062,275	5%	6,870,225	5%	7,559,800	6%	6,889,925	5%	7,709,400	5%	8,060,875	5%	8,466,700	4%	9,318,900	4%	9,076,550	4%	8,566,450	4%	
Recreation	6,305,875	5%	6,811,950	5%	7,031,000	5%	6,400,750	5%	7,572,575	5%	7,657,350	4%	8,955,050	5%	9,413,650	4%	9,232,025	4%	9,865,900	4%	
Liquor	4,458,375	3%	4,397,400	3%	4,587,250	3%	4,791,875	3%	5,331,200	4%	5,806,625	3%	7,661,150	4%	8,658,600	4%	8,797,750	4%	9,614,100	4%	
Home Furnishings	3,875,100	3%	4,042,775	3%	3,735,975	3%	4,477,825	3%	5,090,125	3%	5,647,100	3%	6,097,875	3%	8,037,600	4%	8,485,400	4%	7,954,225	3%	
Vacation Rentals	3,262,950	3%	3,119,725	2%	3,271,550	2%	3,915,200	3%	4,347,575	3%	5,284,475	3%	6,059,050	3%	7,315,175	3%	9,508,150	4%	11,560,775	5%	
Clothing	1,901,575	1%	2,115,600	2%	2,255,175	2%	2,492,750	2%	2,779,150	2%	2,937,025	2%	3,119,125	2%	3,822,725	2%	4,280,900	2%	4,620,075	2%	
Gifts	1,635,575	1%	1,462,525	1%	1,771,250	1%	2,326,925	2%	2,193,025	1%	2,683,600	2%	2,871,750	1%	3,129,850	1%	2,958,025	1%	3,170,775	1%	
Marijuana	-	0%	-	0%	-	0%	-	0%	-	0%	2,406,450	1%	4,319,100	2%	5,327,100	2%	5,911,925	3%	5,943,125	2%	
Health & Beauty	821,150	1%	1,458,575	1%	1,234,600	1%	1,274,900	1%	1,416,300	1%	1,915,850	1%	1,966,850	1%	1,442,575	1%	1,426,850	1%	1,635,450	1%	
Office	1,245,450	1%	1,180,875	1%	974,375	1%	941,050	1%	900,750	1%	860,775	1%	866,350	0%	947,325	0%	1,107,450	0%	1,207,800	1%	
Arts & Crafts	889,175	1%	848,700	1%	832,100	1%	883,750	1%	758,800	1%	699,250	0%	672,875	0%	487,275	0%	398,700	0%	406,575	0%	
Total	\$129,598,800	100%	\$130,036,575	100%	\$134,771,125	100%	\$138,584,700	100%	\$147,630,825	100%	\$171,324,750	100%	\$193,811,200	100%	\$213,185,525	100%	\$225,296,475	100%	\$240,470,350	100%	

	2009 (*)		2010 (*)		2011 (*)		2012 (*)		2013 (*)		2014 (*)		2015 (*)		2016 (*)		2017 (*)		2018 (*)	
Sales Tax Collected																				
Retail - General	\$ 1,317,312	25%	\$ 1,320,916	25%	\$ 1,435,112	27%	\$ 1,510,623	27%	\$ 1,544,665	26%	\$ 1,551,195	23%	\$ 1,611,565	21%	\$ 1,663,289	20%	\$ 1,700,782	19%	\$ 1,861,326	19%
Grocery	753,559	15%	\$699,246	13%	699,313	13%	680,252	12%	699,020	12%	1,206,539	18%	1,527,060	20%	1,728,351	20%	1,927,364	21%	1,952,750	20%
Restaurants	888,328	17%	\$929,655	18%	976,953	18%	1,004,994	18%	1,094,078	19%	1,166,922	17%	1,326,719	17%	1,466,517	17%	1,499,353	17%	1,638,888	17%
Hotels & Inns	320,317	6%	\$314,881	6%	326,345	6%	369,995	7%	364,905	6%	469,792	7%	506,870	7%	524,154	6%	518,465	6%	543,074	6%
Utility	353,008	7%	\$391,729	8%	354,052	7%	329,818	6%	394,898	7%	400,588	6%	403,495	5%	400,899	5%	415,534	5%	400,944	4%
Home Improvement	293,128	6%	\$252,710	5%	268,947	5%	274,908	5%	283,707	5%	339,579	5%	370,504	5%	428,180	5%	503,012	6%	640,022	7%
Automotive	282,491	5%	\$274,809	5%	302,392	6%	275,597	5%	308,376	5%	322,435	5%	338,668	4%	372,756	4%	363,062	4%	342,658	4%
Recreation	252,235	5%	\$272,478	5%	281,240	5%	256,030	5%	302,903	5%	306,294	4%	358,202	5%	376,546	4%	369,281	4%	394,636	4%
Liquor	178,335	3%	\$175,896	3%	183,490	3%	191,675	3%	213,248	4%	232,265	3%	306,446	4%	346,344	4%	351,910	4%	384,564	4%
Home Furnishings	155,004	3%	\$161,711	3%	149,439	3%	179,113	3%	203,605	3%	225,884	3%	243,915	3%	321,504	4%	339,416	4%	318,169	3%
Vacation Rentals	130,518	3%	\$124,789	2%	130,862	2%	156,608	3%	173,903	3%	211,379	3%	242,362	3%	292,607	3%	380,326	4%	462,431	5%
Clothing	76,063	1%	\$84,624	2%	90,207	2%	99,710	2%	111,166	2%	117,481	2%	124,765	2%	152,909	2%	171,236	2%	184,803	2%
Gifts	65,423	1%	\$58,501	1%	70,850	1%	93,077	2%	87,721	1%	107,344	2%	114,870	1%	125,194	1%	118,321	1%	126,831	1%
Marijuana	-	0%	-	0%	-	0%	-	0%	-	0%	96,258	1%	172,764	2%	213,084	2%	236,477	3%	237,725	2%
Health & Beauty	32,846	1%	\$58,343	1%	49,384	1%	50,996	1%	56,652	1%	36,634	1%	42,674	1%	57,703	1%	57,074	1%	65,418	1%
Office	49,818	1%	\$47,227	1%	38,975	1%	37,642	1%	36,030	1%	34,431	1%	34,654	0%	37,893	0%	44,298	0%	48,312	1%
Arts & Crafts	35,567	1%	\$33,948	1%	33,284	1%	35,350	1%	30,356	1%	27,970	0%	26,915	0%	19,491	0%	15,948	0%	16,263	0%
Total	\$5,183,952	100%	\$5,201,463	100%	\$5,390,845	100%	\$5,543,388	100%	\$5,905,233	100%	\$6,852,990	100%	\$7,752,448	100%	\$8,527,421	100%	\$9,011,859	100%	\$9,618,814	100%

Revenues and sales taxes are reported by category. Publication of revenues and sales taxes paid by a specific individual business is prohibited (Frisco Town Code Section 160-3.3).

Source: Town of Frisco Sales Tax Reports

(*) Sales tax collected includes penalties and interest for late filings.

Town of Frisco, Colorado
Direct and Overlapping Sales Tax Rates
Last Ten Fiscal Years

Fiscal Year	Town of Frisco	Summit County	State of Colorado	Special District SCHA	Total
2009	2.00%	2.75%	2.90%	0.125%	7.775%
2010	2.00%	2.75%	2.90%	0.125%	7.775%
2011	2.00%	2.75%	2.90%	0.125%	7.775%
2012	2.00%	2.75%	2.90%	0.125%	7.775%
2013	2.00%	2.75%	2.90%	0.125%	7.775%
2014	2.00%	2.75%	2.90%	0.125%	7.775%
2015	2.00%	2.75%	2.90%	0.125%	7.775%
2016	2.00%	2.75%	2.90%	0.125%	7.775%
2017	2.00%	2.75%	2.90%	0.725%	8.375%
2018	2.00%	2.75%	2.90%	0.725%	8.375%

SCHA = Summit Combined Housing Authority

Source: Town of Frisco

Town of Frisco, Colorado
Assessed Value and Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year Ended December 31	Residential Property	Commercial & Industrial Property	Vacant & Agricultural Property	State Assessed	Tax-Exempt Property (1)	Total Taxable Assessed Value	Total Direct Tax Rate	Actual Taxable Value	Assessed Value as a Percentage of Actual Value
2009	120,968,250	58,622,980	10,764,800	2,132,760	(7,098,250)	192,488,790	0.798	1,766,355,300	10.90%
2010	121,948,300	58,252,590	9,515,580	2,261,970	(7,088,055)	191,978,840	0.798	1,773,527,010	10.82%
2011	97,099,380	50,124,330	7,915,720	2,535,720	(6,897,170)	157,675,150	0.798	1,428,753,740	11.04%
2012	98,265,000	49,966,770	8,024,510	3,289,950	(7,152,781)	159,546,230	0.798	1,445,828,980	11.03%
2013	97,741,030	49,960,620	7,781,030	3,485,300	(7,144,447)	158,967,980	0.798	1,439,060,360	11.05%
2014	99,013,910	51,214,520	7,145,550	3,408,490	(7,145,527)	160,782,470	0.798	1,456,917,990	11.04%
2015	111,708,420	57,215,610	7,552,220	3,453,070	(7,285,660)	179,929,320	0.798	1,638,616,050	10.98%
2016	113,382,220	59,152,950	6,161,630	3,475,090	(7,569,380)	182,171,890	0.798	1,661,604,940	10.96%
2017	122,504,530	66,069,220	7,028,550	3,605,210	(7,331,050)	199,207,520	0.798	1,965,945,320	10.13%
2018	123,094,770	66,599,240	7,027,120	3,433,300	(7,448,810)	200,154,430	0.798	1,941,086,430	10.31%

(1) Tax-Exempt Property is not included in any other columns and therefore is not taken out of Total Taxable Assessed Value

Source: Summit County Assessor's Office

**Town of Frisco, Colorado
Property Tax Levies and Collections
Last Ten Fiscal Years**

Tax Year	Collection Year	Total Tax Levy	Current Tax Collections	Percent of Levy Collected	Delinquent Tax Collections	Total Tax Collections	Percent of Total Tax Collections to Levy
2008	2009	129,434	128,005	98.90%	(46)	127,959	98.86%
2009	2010	153,606	152,802	99.48%	752	153,554	99.97%
2010	2011	153,199	152,900	99.80%	(328)	152,572	99.59%
2011	2012	125,825	125,556	99.79%	195	125,751	99.94%
2012	2013	127,318	127,135	99.86%	(43)	127,092	99.82%
2013	2014	126,849	126,677	99.86%	(72)	126,605	99.81%
2014	2015	128,304	127,899	99.68%	162	128,061	99.81%
2015	2016	143,584	143,261	99.78%	(2)	143,259	99.77%
2016	2017	145,373	145,199	99.88%	97	145,296	99.95%
2017	2018	158,968	158,625	99.78%	70	158,695	99.83%

Property taxes are levied in year X1 and are paid in the following year X2

Source: Summit County Treasurer's Office

Town of Frisco, Colorado
Direct and Overlapping Property Tax Rates
Last Ten Fiscal Years

Fiscal Year	Direct	Overlapping			Total	
	Town of Frisco	Summit County	Summit School District	Lake Dillon Fire Protection District		Frisco Sanitation District
2009	0.798	12.602	20.936	8.295	0.000	42.631
2010	0.798	12.595	18.364	8.279	0.000	40.036
2011	0.798	12.796	20.202	8.284	0.000	42.080
2012	0.798	12.824	20.031	9.021	0.000	42.674
2013	0.798	12.789	20.275	9.014	0.000	42.876
2014	0.798	15.173	20.135	9.016	0.000	45.122
2015	0.798	15.072	19.618	9.026	0.000	44.514
2016	0.798	15.086	21.151	9.023	0.000	46.058
2017	0.798	14.986	20.525	9.003	0.000	45.312
2018	0.798	19.643	20.417	9.007	0.000	49.865

Sources: Summit County Assessor's Office, Summit County School District, Lake Dillon Fire District, Town of Frisco Financial Statements

Town of Frisco, Colorado
Legal Debt Margin
Fiscal Year 2018

	Assessed Value
Maximum Debt Allowed:	
Actual Value	1,941,086,430
Debt Limit (3% of valuation)	0.03
Legal Debt Limit	\$ 58,232,593
Debt Applicable to Limit:	
Total Bonds Outstanding	\$ 476,526
Less: Sales and Use Tax Revenue Bonds	-
Debt Subject to Limitation	\$ 476,526
Debt Limit	\$ 58,232,593
less: Total Net Debt Applicable to Limit	476,526
Legal Debt Margin	\$ 57,756,067
 Total Net Debt Applicable to Limit as a percentage of debt limit	0.8%

Note: Per Colorado Revised Statutes, Section 31-15-302, legal debt margin is limited to 3% of actual taxable value, excepting general obligation debt serviced by enterprise funds and revenue bonds.

Sources: Summit County Assessor's Office and Town of Frisco Financial Statements

Town of Frisco, Colorado
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years

Fiscal Year	Governmental Activities			Business-Type Activities	Total Primary Government	Median Family Income (1)	Outstanding Debt per Median Income	Population	Outstanding Debt Per Capita
	Capital Leases	Certificates of Participation	Ground Lease and Lease Option	Notes Payable					
2009	132,405	1,765,000	-	-	1,897,405	85,100	4.49%	2,852	665
2010	354,797	4,395,790	-	-	4,750,587	87,200	1.84%	2,694	1,763
2011	237,263	4,232,281	-	-	4,469,544	88,600	1.98%	2,675	1,671
2012	488,044	4,064,070	-	-	4,552,114	89,800	1.97%	2,712	1,679
2013	526,384	3,891,168	-	-	4,417,552	92,100	2.08%	2,753	1,605
2014	508,445	3,718,584	-	-	4,227,029	90,800	2.15%	2,829	1,494
2015	1,668,248	3,541,319	-	-	5,209,567	86,600	1.66%	2,890	1,803
2016	1,269,759	3,359,381	-	-	4,629,140	81,500	1.76%	2,931	1,579
2017	3,504,698	672,780	-	-	4,177,478	88,600	2.12%	3,123	1,338
2018	3,424,986	476,526	-	-	3,901,512	90,600	2.32%	*	*

* Statistics not yet released for 2018

Notes: Details regarding the Town's outstanding debt can be found in the notes to the financial statements.
Population and Personal Income information is found in the Demographic and Economic Statistics schedule.

Sources: State of Colorado, Department of Local Affairs (DOLA), Demography Office, Town of Frisco Financial Statements

(1) Information from the Summit Combined Housing Authority's Annual Area Median Income (AMI) for a four-person household, Summit County only.

Town of Frisco, Colorado
Computation of Direct and Overlapping Debt
Fiscal Year 2018

<u>Jurisdiction</u>	<u>2018 Assessed Value</u>	<u>General Obligation Bonded Debt Outstanding</u>	<u>Percentage Applicable to Town</u>	<u>Amount Applicable to Town</u>
Direct Debt:				
Town of Frisco	\$ 200,154,430	\$ 3,901,512	100.00%	\$ 3,901,512
<i>Total Direct Debt</i>		<u>3,901,512</u>		
Summit County	1,897,719,190	-	10.55%	-
Summit School District	1,883,475,430	84,705,000	10.63%	9,001,488
Lake Dillon Fire Protection District	871,675,960	-	22.96%	-
Frisco Sanitation District	215,160,240	-	93.03%	-
<i>Total Direct and Overlapping Debt</i>		<u>84,705,000</u>		
Total Direct and Overlapping Debt				<u><u>\$ 12,903,000</u></u>

Sources: Assessed value data used to estimate applicable percentages provided by Summit County Assessor's Office. Debt outstanding data provided by each governmental unit.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the Town. This schedule estimates the portion of outstanding debt of those overlapping governments that are borne by the residents and businesses of the Town. This process recognizes that, when considering the Town's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt of each overlapping government.

**Town of Frisco, Colorado
Demographic and Economic Statistics
Last Ten Fiscal Years**

Fiscal Year	Frisco Population (1)	Summit County Population (1)	Median Family Income (2)	Per Capita Income (3)	School Enrollment (4)	Unemployment Rate (5)
2009	2,852	27,783	85,100	41,321	816	6.40%
2010	2,694	28,073	87,200	42,835	811	7.80%
2011	2,675	27,906	88,600	44,800	815	7.50%
2012	2,712	28,145	89,800	46,220	815	7.20%
2013	2,753	28,637	92,100	49,369	770	4.40%
2014	2,829	29,404	90,800	50,685	807	3.40%
2015	2,890	29,928	86,600	54,615	832	2.50%
2016	2,931	30,367	81,500	58,386	963	2.10%
2017	3,123	30,555	88,600	64,446	965	1.50%
2018	*	*	90,600	*	1,014	1.60%

* Statistics not yet released for 2018

Sources:

- (1) Information from the State of Colorado, Department of Local Affairs (DOLA), Demography Office.
- (2) Information from the Summit Combined Housing Authority's Annual Area Median Income (AMI) for a four person household, Summit County only.
- (3) Bureau of Economic Analysis, U.S. Department of Commerce, Summit County only
- (4) Summit County School District
- (5) Colorado Department of Labor and Employment - LMI Gateway, Summit County

**Town of Frisco, Colorado
Principal Employers
Fiscal Year 2018**

Employer	Employee # Range 2017	(1) Percentage of Total County Employment
St. Anthony Summit Medical Center *	100 - 249	0.005 - 0.013%
Summit High School *	100 - 249	0.005 - 0.013%
Whole Foods	100 - 249	0.005 - 0.013%
KCNC	100 - 249	0.005 - 0.013%
Wal-Mart	100 - 249	0.005 - 0.013%
Summit Middle School *	50 - 99	0.005 - 0.013%
Baymont Inn & Suites-Lake Dillon	50 - 99	0.003 - 0.005%
Holiday Inn Frisco	50 - 99	0.003 - 0.005%
Safeway	50 - 99	0.003 - 0.005%
Summit County Ambulance *	50 - 99	0.003 - 0.005%
Summit Stage *	50 - 99	0.003 - 0.005%
Town of Frisco	50 - 99	0.003 - 0.005%
(1) Total Employees within Summit County:	20,273	

* Business not within municipal limits of the Town of Frisco

Number of employees is only given in ranges

(1) Colorado LMI Gateway
Unable to get total employees within Town of Frisco
Information is not available for previous years

Town of Frisco, Colorado
Full-Time Equivalent Town Government Employees by Function / Program
Last Ten Fiscal Years

Function/Program	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
General Government *	9	9	9	9	8	9	9	9	9	10
Public Safety	15	15	15	15	16	15	16	17	17	17
Public Works	19	19	19	19	19	19	19	20	21	21
Community Development	6	6	6	6	6	6	6	6	6	8
Culture and Recreation	6	11	11	11	14	14	16	17	19	21
Water	3	3	3	3	3	3	4	4	3	3
Marina	2	2	2	2	3	3	3	3	4	4
Total	60	65	65	65	69	69	73	76	79	84

Note: Full-time equivalents are for budgeted positions as of December 31st.

Source: Town of Frisco Human Resources

* Does not include Town Council (7)

Town of Frisco, Colorado
Operating Indicators by Function
Fiscal Years 2009 - 2018

<u>Function/Program</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
<u>General Government</u>										
Council meetings	19	20	20	22	20	22	21	25	25	24
Business licenses	1,135	1,193	1,321	1,357	1,464	1,457	1,472	1,498	1,539	1,539
Sales tax licenses	830	848	900	934	967	1,003	1,034	1,096	1,117	1,257
Elections	1	1	0	0	1	0	0	1	0	1
<u>Public Safety</u>										
Police stations	1	1	1	1	1	1	1	1	1	1
Patrol units	8	8	8	8	8	8	8	8	8	8
Physical arrests	146	141	176	215	175	157	186	135	116	133
Traffic violations	1,079	1,411	1,288	951	631	883	638	653	367	501
Parking violations	22	23	35	22	16	44	30	23	49	80
<u>Public Works</u>										
Miles of streets	17.75	17.75	17.75	18	18	18	18	18	19	19
Total Town area (square miles)	2	2	2	2	2	2	2	2	2	2
<u>Community Development</u>										
Building permits issued	145	154	167	158	169	157	209	190	196	239
COs issued	32	35	124	91	83	73	46	59	52	72
Planning Commission meetings	18	18	13	15	16	16	14	14	24	20
<u>Culture and Recreation</u>										
Parks	10	10	10	10	10	10	10	10	10	10
Historic Park and Museum	1	1	1	1	1	1	1	1	1	1
Skateboard parks	1	1	1	1	1	1	1	1	1	1
Volleyball courts	1	1	1	1	1	1	1	1	1	1
Tennis courts	2	2	2	2	2	2	2	2	2	2
Miles of trails	11.5	11.5	11.5	12	12	12	12	12	12	12
Nordic ski trails	43 km	43 km	43 km	43 km	43 km	43 km	43 km	43 km	43 km	43 km
Outdoor ice rinks	1	1	1	1	1	1	1	1	1	1
Baseball, soccer, and multi-use fields	2	2	2	2	2	2	2	2	2	2
Bike Park	0	0	1	1	1	1	1	1	1	1
<u>Housing</u>										
Impact Fees (\$2 or less/sq ft, new construction)	21,024 sq ft	34,626 sq ft	29,812 sq ft	45,101 sq ft	40,613 sq ft	105,053 sq ft	85,066 sq ft	70,176 sq ft	24,035 sq ft	69,580 sq ft
<u>Municipal Water</u>										
Number of water service connections	1,916	1,925	2,105	1,903	1,906	1,935	1,954	1,960	1,998	2,036
Daily average water consumption in million gallons	0.758 mgd	0.786 mgd	0.658 mgd	0.740 mgd	0.607 mgd	0.600 mgd	0.617 mgd	.657 mgd	.736 mgd	.699 mgd
Miles of water mains	32.5	32.5	32.5	32.5	32.8	33	33	33	33	33
<u>Marina</u>										
Service and storage buildings	3	4	4	4	4	4	4	4	4	4
Offices	1	1	1	1	1	1	1	1	1	1
Lighthouses	1	1	1	1	1	1	1	1	1	1
Restaurants	1	1	1	1	1	1	1	1	1	1
Docks	11	11	11	13	12	12	11	12	12	12
Paddle boats	36	44	45	45	62	33	36	56	31	53
Power boats	13	15	14	14	14	10	14	14	13	12

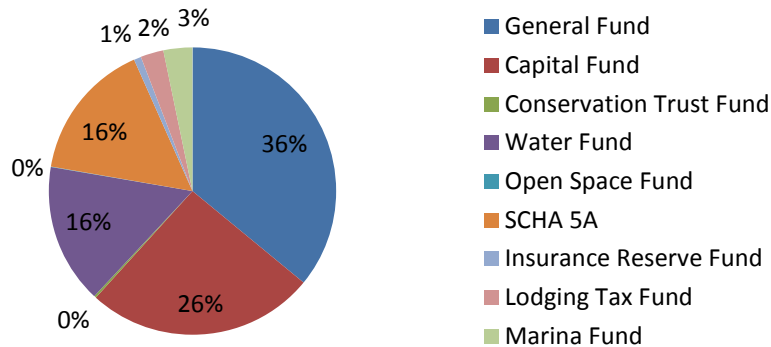
Source: Town of Frisco Human Resources

**FINANCE REPORT - CASH POSITION
MAY 2019**

LEDGER BALANCES:

General Fund	\$9,133,647.60
Capital Fund	\$6,545,001.46
Conservation Trust Fund	\$63,102.43
Water Fund	\$3,989,847.02
Open Space Fund	\$12,230.82
SCHA 5A	\$3,965,600.78
Insurance Reserve Fund	\$207,201.79
Lodging Tax Fund	\$657,055.18
Marina Fund	\$827,864.29
TOTAL	\$25,401,551.37

Cash Percentage of Total Ledger

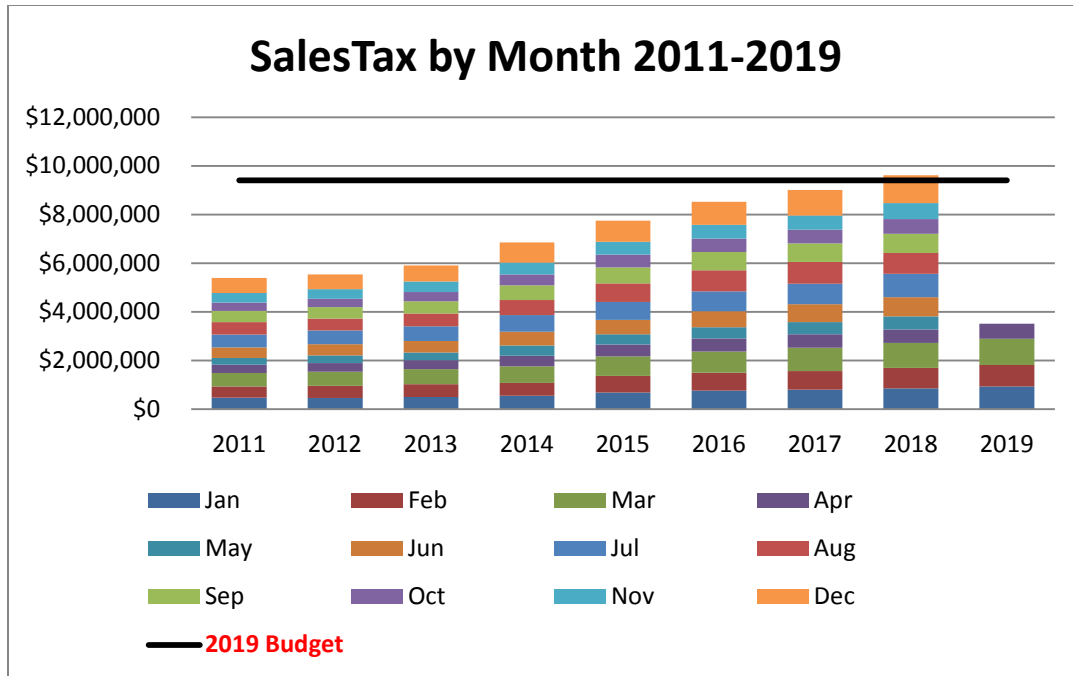


ALLOCATION OF FUNDS:

Wells Fargo Bank West NA - Operating Account Bank Balance	\$1,739,856.49
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$6,375.71)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$94,241.97)
DIT Cash Clearing Account	\$0.00
Colotrust Plus	\$11,986,214.11
CSAFE	\$1,416,079.83
CSIP	\$2,319,227.86
Solera National Bank Savings	\$1,390,583.09
Alpine Bank CD	\$271,396.16
FirstBank CD	\$268,534.70
Wells Fargo CD	\$2,533.41
Flatirons Bank CD	\$240,000.00
SIGMA Securities	\$2,678,310.93
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$1,213,072.45
ProEquities	\$1,486,360.02
TOTAL	\$25,401,551.37

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

Department	2018 Budget	Year to Date	% of Budget
General Fund:			
Revenues	\$14,528,650	\$6,060,901	41.7%
Expenditures	\$13,757,644	\$4,718,391	34.3%
Capital Fund:			
Revenues	\$2,654,007	\$507,085	19.1%
Expenditures	\$5,457,591	\$571,606	10.5%
Conservation Trust Fund:			
Revenues	\$29,300	\$12,206	41.7%
Expenditures	\$39,600	\$0	0.0%
Water Fund:			
Revenues	\$1,059,000	\$354,540	33.5%
Expenditures	\$1,249,931	\$289,837	23.2%
Open Space Fund:			
Revenues	\$175	\$119	67.8%
Expenditures	\$0	\$0	0.0%
SCHA 5A Fund:			
Revenues	\$1,294,320	\$545,673	42.2%
Expenditures	\$2,092,740	-\$470	0.0%
Insurance Reserve Fund:			
Revenues	\$1,800	\$2,010	111.7%
Expenditures	\$65,000	\$0	0.0%
Lodging Tax Fund:			
Revenues	\$568,000	\$276,984	48.8%
Expenditures	\$572,365	\$166,632	29.1%
Marina Fund			
Revenues	\$6,370,000	\$5,868,687	92.1%
Expenditures	\$5,438,064	\$1,945,174	35.8%
41% OF THE FISCAL YEAR HAS ELAPSED			



April total sales tax receipts posted an 11.44% growth percentage over April of 2018, or \$62,940 in actual dollars. The actual year to date dollar amount for April is \$3,510,766 compared to \$3,278,379 for March 2018.

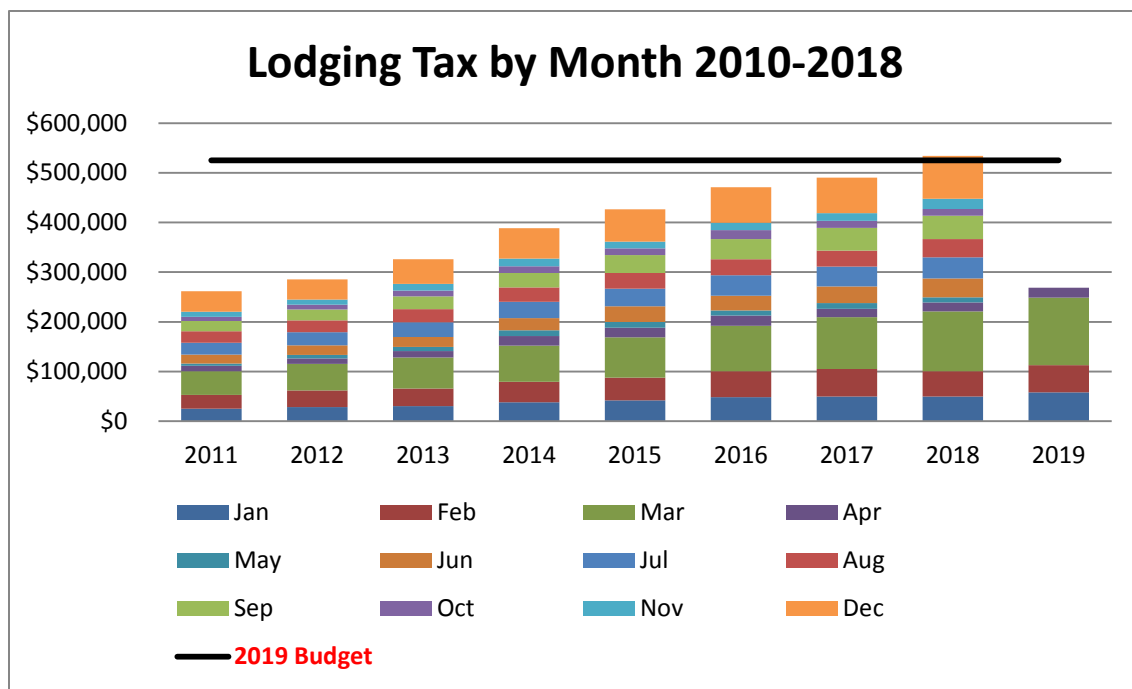
The most significant growth, in terms of actual dollars, was exhibited in the Retail-General, Home Improvement and Automotive categories. The Retail-General category continues to benefit from a number of different factors. New rules on the state level regarding tax collection based on the point of delivery have bolstered the portion of county sales tax that Frisco receives. Multiple remote retailers categorized as Retail-General have also chosen to voluntarily register with the Town for city sales tax purposes. Excellent skiing and riding conditions throughout the month, along with a strong economy, combined to make April of 2019 one of the most beneficial Aprils on record for the local business community as well. A very strong real estate and redevelopment market continues to pay dividends for members of the Home Improvement category. The extended winter weather throughout the month may also have contributed to the large rebound in the Automotive category, which had been relatively flat or down for much of the past year. Smaller amounts of growth were exhibited in the Restaurants, Hotels & Inns, Grocery, Arts & Crafts, Home Furnishings, Gifts, Liquor, Recreation and Marijuana categories.

The most significant declines, in terms of actual dollars, were exhibited in the Health & Beauty and Vacation Rental categories. Those declines were the direct result of a few relatively significant outstanding collections, which staff fully expects to resolve within the next month.

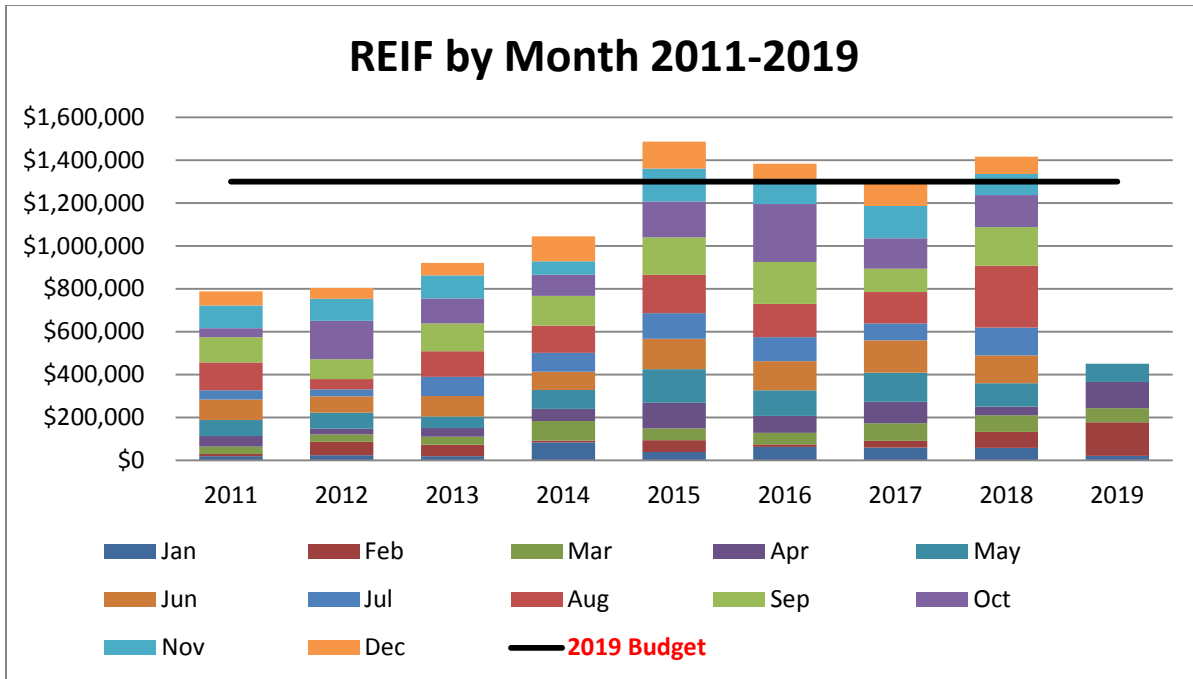
All in all, April was another very positive month for Frisco businesses and, thus, for sales tax revenue generation. Strong national, state and local economies continue to drive unemployment levels to historic lows and ancillary spending to highs not seen since before the “Great Recession.” Consistent public and private investments in infrastructure and marketing have led to new businesses choosing Frisco as their first location and existing businesses

choosing to open new branches here. The many grocery options concentrated off of exit 203 on I-70 draw locals from around Summit County, shoppers from adjacent areas and highway travelers visiting destinations outside of Summit County. The convenience also has a marked impact on businesses outside of the Grocery category. And, not to be overlooked, the efforts of front-line employees in providing top level service and positive experiences to customers are the foundation upon which this decade of growth has been built.

The inherent downside risks in the local economy, however, especially when viewed in the context of almost 10 years of growth, should remain a consideration. Typical economic cyclicality, economies operating at or near capacity, political and climatic uncertainty, stock market and global economic volatility, and the approach of both commercial and residential build-out are all reasons to temper our expectations for growth in the mid- and long-terms. That said, staff remains bullish in the short-term and confident that budgeted revenues will be met and/or exceeded by year end.



Year-to-date through April is up 12.30% or \$29,486 compared to Y-T-D 2018. The actual year to date dollar amount for April is \$268,720 compared to \$239,234 for April 2018.



Year-to-date through May is up 25.40% or \$91,265 compared to Y-T-D 2018. The actual year-to-date dollar amount is \$450,513 compared to \$359,248 Y-T-D 2018.

Real estate investment fee revenues, despite a decline this May, are still reflecting year-to-date growth as sales prices rise and additional newly constructed units hit the market.

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

**MAY 2019
REIF REPORT**

SELLER'S LAST NAME	BUYER'S LAST NAME AND ADDRESS	REIF AMOUNT
FESENMEYER	ROBERSON, 604 GRANITE STREET 201-1	5350.00
CARPENTER ET. ALL	CARPENTER REVOCABLE TRUST, 6B ALPINE DRIVE	0.00
BARINEK, LLC	BECK, 700 LAKEPOINT DRIVE #A6	5120.00
ASARCH/FLORES	ASARCH, 3B MALLARD COURT	0.00
CATALANO	CATALANO, 1508 BERINO COURT UNIT E	0.00
CUCCIA	CUCCIA FAMILY TRUST, 100 SUNSET DRIVE	0.00
WHITAKER	WHITAKER, 222 CREEKSIDE DRIVE, UNIT #305	0.00
TURZA	BRUEGGEMEIER, 19 GRANITE STREET	3990.00
BOYD	TAYMAN, 539 GRANITE STREET #2B	5650.00
TON	VON TON, 100 BASECAMP WAY #204	0.00
TON	TON, 100 BASECAMP WAU #217	0.00
RHOADS	PEART, 113 GALENA STREET	0.00
RICHARDSON REVOCABLE TRUST	FESENMEYER, 602 GRANITE STREET #102-2	6650.00
BEVERIDGE ET. ALL	PENTAR LLC, 49 HAWN DRIVE	0.00
LEWARK	LEWARK, 1125 NORTH SUMMIT BLVD	0.00
THYFAULT	VIVIAN, 1505 POINT DRIVE UNIT 101	4850.00
SPIVACK FAMILY TRUST	CAROSELLA, 223 CREEKSIDE DRIVE #306	7500.00
BUILT 2 LAST LLC	ALL FLOORING DESIGN LLC, 842 N SUMMIT BLVD UNIT 24	4500.00
HOBBS	DICE, 99 GRANITE STREET #201	2134.00
KRAMP	MCGRANE/RASHED, 450 W MANI STREET #112	4940.00

DAHIYA	DAHIYA, 9 GRANITE STREET	0.00
KLUMPP	725-F MEADOW CREEK	0.00
YORK COMPANY, LLC	YORK-RICE, 520 BILL'S RANCH ROAD	0.00
COLE	COLE, 326 EMILY LANE	0.00
FRISCO FORAY LLC	STECKLEIN, 112 N 5TH AVENUE, UNIT 2	12990.00
HENSON	KENDRICK, 141 ALPINE DRIVE, UNIT 141F	6100.00
BIERMAN	HENSON, 36 HAWN DRIVE	6630.00
KAPLAN	RAGGIO PROPERTY LTD, 757 MEADOW CREEK DR #A	7988.60

84,392.60

ACTIVITY REPORT - MAY, 2019

POLICE

MUNICIPAL COURT

	2019	2018		2019	2018	
Property Stolen		\$1,023	\$579	Total number of citations issued for this court date	43	31
Property Recovered		\$0	\$0	Total number of violators due in court	19	10
Animal Control				Total number of violators in court	8	3
Citations		1	1			
Warnings		1	0	Deferred to trial:	0	0
Bar Checks		0	10	Received Deferred Sentences:	0	0
Business Checks		41	525	Dismissed:	2	0
Assists		4	32	Guilty Pleas:	2	0
Parking Citations		9	0	Guilty to Amended Charges:	4	2
Traffic Citations		8	40	Guilty from Trial:	0	0
Traffic Warnings		33	85	Continued to following month:	0	1
Traffic Accidents		6	7	Dismissed Prior to Court	2	
Public Streets	4			Handled by Mail		0
Private Property	2			W/in 20 days for Point Reduction:	11	9
Injuries	0			Outside of 20 days:	11	15
Open Buildings	0		4	No Shows		
Alarms	6		11	Warrants Issued:	0	0
Calls for service		435	478	Hold placed on Drivers License:	0	2
Felony Arrests		1	3	Filed Unpaid:	8	0
2nd degree assault						
Misdemeanor Arrests		9	7			
DUI	3					
Warrants	2					
Driving under restraint	1					
Domestic Violence	2					
Theft	1					

- * Calie Rushton has started as our Community Service Officer. We are working to hire our second CSO.
- * Officers Gardner, Freson, Esther Collins and Gary Collins are working with their respective training officers.
- * Our newest additon to our vehicle fleet, due in 2018, is here and will be put into service shortly.
- * We are still trying to fill all open positions.

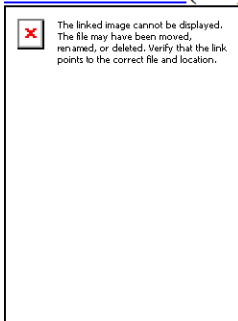
Pappas, Janice

From: Wickman, Tom
Sent: Wednesday, June 5, 2019 4:23 PM
To: Kerry, Nancy
Cc: Pappas, Janice; Koppels, Sean
Subject: Fwd: Thank you to S. Koppels

Excellent !!

Best regards,
Tom

Tom Wickman
Chief of Police
Frisco Police Department
[PO Box 4100](#)
[Frisco, CO 80443](#)
[970-668-3579](#)
[970-668-5638\(fax\)](#)



"Police others as you would have others police you."

Begin forwarded message:

From: Nicole Bortot <nicole.bortot@state.co.us>
Date: June 5, 2019 at 10:29:29 AM MDT
To: "tomw@townoffrisco.com" <tomw@townoffrisco.com>
Subject: **Thank you to S. Koppels**

HI Chief,

I just wanted to pass along some major kudos from my staff about Sergeant Koppels when he was the responding officer recently with the young boy who was left at the gas station. They said he was very patient and kind and that working with him helped ease any extra trauma to the child. We know he was the only officer on duty that night and he was still so gracious with his time and commitment to making that little boy feel safe and comfortable. My staff really felt he went above and beyond and was just wonderful to work with, so I thought that was worth sharing with you!

We are pleased to be working with such good police officers in our community! Thank you!

Nicole

Nicole Bortot, MSW | Adult & Family Services Program Manager
Summit County Department of Human Services
360 Peak One Drive, Suite 230, PO Box 869, Frisco, CO 80443
970.668.9168 office | 970.485.3161 cell
970.668.9161 reception | 970.668.9724 fax
Nicole.Bortot@state.co.us

***Colorado has one toll-free number to report child abuse and neglect. To report suspected child abuse or neglect in Summit County, please call **1-844-CO-4-KIDS** 1-844-264-5437**

This email and any attachments from the Summit County Department of Human Services are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or using such information is strictly prohibited and may be unlawful. If you received this message in error, please notify the sender by replying to this message and delete the email without further disclosure. Thank you.



please think twice before printing

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%	\$10,336
February	122,488	133,274	137,809	149,301	159,138	6.59%	\$9,837 #
March	144,212	151,570	165,067	172,194	180,804	5.00%	\$8,610
April	74,813	88,629	80,381	92,165	97,559	5.85%	\$5,394
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	\$604,038	6.00%	\$34,177

<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%	\$10,728
February	62,759	70,275	75,564	65,361	68,088	4.17%	\$2,727
March	70,375	66,762	67,259	78,498	79,531	1.32%	\$1,033
April	26,345	36,272	27,374	20,071	23,463	16.90%	\$3,392
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	\$242,736	7.95%	\$17,880

<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%	\$12,873
February	22,195	23,104	32,150	39,981	51,600	29.06%	\$11,619
March	68,814	80,560	97,491	111,099	130,694	17.64%	\$19,595
April	9,400	11,939	11,480	17,470	16,021	-8.29%	(\$1,449)
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	\$257,335	19.86%	\$42,638

<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%	\$11,407
February	137,865	148,305	165,669	173,670	188,245	8.39%	\$14,575
March	144,155	154,072	181,072	197,143	201,316	2.12%	\$4,173
April	112,876	119,076	142,933	130,291	136,680	4.90%	\$6,389
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	\$715,416	5.38%	\$36,544

<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%	\$11,884
February	119,483	126,400	125,800	135,324	155,094	14.61%	\$19,770
March	146,602	148,339	146,621	169,424	177,960	5.04%	\$8,536
April	100,391	103,805	115,380	107,993	123,388	14.26%	\$15,395
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	\$624,408	9.77%	\$55,585

<u>Arts/Crafts</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	940	648	318	163	254	55.83%	\$91
February	1,453	2,984	244	30	536	1686.67%	\$506
March	1,941	703	784	1,776	1,935	8.95%	\$159
April	1,061	665	3,478	56	445	694.64%	\$389
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	\$3,170	56.54%	\$1,145

<u>Automotive</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	30,373	37,268	34,626	28,339	28,807	1.65%	\$468
February	24,858	25,379	23,245	23,055	23,508	1.96%	\$453 ##
March	25,806	25,220	25,450	23,886	23,196	-2.89%	(\$690)
April	25,337	28,611	23,487	23,770	32,247	35.66%	\$8,477
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	\$107,758	8.79%	\$8,708

<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%	(\$1,660)
February	7,887	10,476	11,819	9,995	12,340	23.46%	\$2,345
March	11,828	11,576	16,478	14,832	17,297	16.62%	\$2,465
April	4,588	8,145	5,047	8,061	7,389	-8.34%	(\$672)
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	\$48,000	5.44%	\$2,478

<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%	\$5,329
February	18,231	20,521	19,223	26,323	21,639	-17.79%	(\$4,684)
March	15,287	24,373	25,798	28,089	17,201	-38.76%	(\$10,888)
April	12,560	19,930	12,315	12,818	20,581	60.56%	\$7,763
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	\$94,101	-2.57%	(\$2,480)

<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%	(\$3,279)
February	7,293	8,675	7,974	7,254	8,201	13.05%	\$947
March	11,627	11,213	11,591	11,813	11,806	-0.06%	(\$7)
April	5,190	6,519	6,878	6,567	6,739	2.62%	\$172
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	\$34,836	-5.86%	(\$2,167)

<u>HomeImprove</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	20,378	18,844	22,471	19,894	40,997	106.08%	\$21,103
February	14,208	20,598	1,091	44,950	27,399	-39.05%	(\$17,551)
March	23,202	25,375	41,251	37,378	45,890	22.77%	\$8,512
April	18,705	23,179	34,112	36,382	51,542	41.67%	\$15,160
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	\$165,828	19.64%	\$27,224

<u>Liquor</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	29,879	34,109	34,908	37,193	36,342	-2.29%	(\$851)
February	31,520	37,225	38,396	39,724	36,712	-7.58%	(\$3,012)
March	30,811	36,457	38,847	42,443	43,026	1.37%	\$583
April	19,425	19,790	19,673	19,296	21,210	9.92%	\$1,914
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	\$137,290	-0.99%	(\$1,366)

<u>Office</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	2,561	2,419	2,984	3,640	4,385	20.47%	\$745
February	2,850	2,471	3,231	2,799	3,480	24.33%	\$681
March	3,084	3,316	3,862	3,882	4,815	24.03%	\$933
April	3,132	2,244	2,453	3,248	2,861	-11.92%	(\$387)
May	1,958	2,400	3,104	3,188	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	\$15,541	14.53%	\$1,972

<u>Health/Beauty</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	2,586	5,808	3,561	7,074	6,398	-9.56%	(\$676)
February	1,616	3,653	7,724	3,295	3,023	-8.25%	(\$272)
March	5,434	7,078	6,870	5,994	9,221	53.83%	\$3,227
April	2,533	3,769	3,851	4,237	2,649	-37.48%	(\$1,588)
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	\$21,291	3.35%	\$691

<u>Recreation</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	26,830	39,025	48,459	42,007	43,436	3.40%	\$1,429
February	45,237	38,817	44,530	48,795	46,664	-4.37%	(\$2,131)

March	53,634	50,045	53,565	59,541	63,482	6.62%	\$3,941
April	15,578	16,752	20,888	16,770	18,809	12.16%	\$2,039
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	\$172,391	3.16%	\$5,278

<u>Utility</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	51,370	48,906	49,663	44,089	46,140	4.65%	\$2,051
February	42,255	39,071	41,972	44,868	42,206	-5.93%	(\$2,662)
March	41,961	40,585	42,460	39,552	41,395	4.66%	\$1,843
April	33,246	34,472	34,060	34,859	34,161	-2.00%	(\$698)
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	\$163,902	0.33%	\$534

<u>Marijuana</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	14,309	24,010	31,168	27,131	29,311	8.04%	\$2,180
February	20,072	22,824	25,041	26,085	26,709	2.39%	\$624
March	15,930	25,726	28,648	29,899	29,390	-1.70%	(\$509)
April	15,011	15,819	16,147	16,065	17,315	7.78%	\$1,250
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	\$102,725	3.57%	\$3,545

<u>Summary</u>	<u>2015*</u>	<u>2016*</u>	<u>2017*</u>	<u>2018</u>	<u>2018</u>		
January	670,581	771,894	810,501	860,008	944,166	9.79%	\$84,158
February	662,198	734,052	761,482	840,810	874,582	4.02%	\$33,772
March	798,773	862,970	953,114	1,027,443	1,078,959	5.01%	\$51,516
April	465,180	539,616	559,937	550,119	613,059	11.44%	\$62,940
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	\$3,510,766	7.09%	\$232,386

YTD 2018 **\$3,278,380**
YTD \$ Difference **\$232,386**
YTD Change **7.09%**

* 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
JUNE 26, 2019
BIKE TO WORK DAY**

WHEREAS, June is National Bike Month, June 24-28 is Bike to Work Week, and June 26 is Bike to Work Day; and,

WHEREAS, Colorado Bike Month is our State's national celebration of bicycling for cycling novices and enthusiasts; and

WHEREAS, Summit County has celebrated Bike to Work Day since 2010, with hundreds of commuters participating each year; and

WHEREAS, bicycle commuting benefits both employees and employers through better employee health and fitness, reduced commuting via automobiles and parking costs; and

WHEREAS, Bike to Work Day encourages citizens to ride their bikes to work which conserves fuel, and promotes bicycling as a viable means of transportation; and

WHEREAS, bicycle commuting is an effective means to support the region's air quality goals, and conserves energy, protecting the environment; and

WHEREAS, bicycling activities and attractions have great potential to positively impact the local economy and tourism industry and to stimulate economic development by making the community attractive to citizens and visitors who enjoy the outdoors and healthy lifestyles; and,

WHEREAS, encouraging bicycling aligns with the Town of Frisco's 2019-2020 Strategic Plan and its priority to implement the Climate Action Plan, and its priority of strengthening a Sustainable Environment; and

WHEREAS, the Town of Frisco, Summit County, and the Physical Activity and Nutrition Team of the Summit (PANTS) have partnered to promote cycling to work.

NOW, THEREFORE, I, GARY WILKINSON, MAYOR OF THE TOWN OF FRISCO, COLORADO DO HEREBY OFFICIALLY PROCLAIM JUNE 26, 2019 AS BIKE TO WORK DAY IN THE TOWN OF FRISCO, COLORADO AND ENCOURAGE ALL RESIDENTS TO PARTICIPATE IN NATIONAL BIKE MONTH, BIKE WEEK AND BIKE TO WORK DAY.

DATED THIS 25TH DAY OF JUNE, 2019.

TOWN OF FRISCO:

By: _____
Gary Wilkinson, Mayor

ATTEST:

By: _____
Deborah Wohlmuth, CMC, Town Clerk

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
JUNE 11, 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
Deborah Shaner
Melissa Sherburne
Gary Wilkinson

Absent: Hunter Mortensen

Public Comment:

The Ebbinghaus family thanked Council for the new skate park.

Council Comment:

Mayor Wilkinson complimented the new Frisco skate park.

Council member Burley suggested that Council should consider animating Main Street with parklettes this summer.

Consent Agenda:

- Minutes May 28, 2019 Meeting
- Alpine Fishing Adventures Concessionaire Contract and Lease Agreement – First Amendment - For Guided Fishing Tours at the Frisco Bay Marina
- Adventure Paddle Tours Concessionaire Agreement and License for Guided Kayak and Stand Up Paddleboard Tours and Lessons
- Resolution 19-22, a Resolution Allowing the Mayor and Town Clerk to Execute Any and All Documents Necessary to Effectuate the Council Chambers Audio-Visual Upgrades for a Total Cost not to exceed \$110,278.00 Including Electrical Work, Carpet Replacement, Dais Remodel, Information Systems Infrastructure, Audio Visual Equipment, and Labor

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

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

New Business:

Agenda Item #1: First Reading Ordinance 19-08, an Ordinance Authorizing a Second Amendment to the Agreement Concerning the Sale of Certain Real Property Owned by the Town and Legally Described as Lots 3 and 4, Block 11, Frisco Townsite, also Known as 518 Main Street and as the “Staley House” Property STAFF: THAD RENAUD 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Attorney Thad Renaud stated that the item is before the Town Council at the request of Nathaniel Kelly Foote, “Applicant,” requesting the Town Council consider a second amendment to the Purchase, Sale and Development Agreement. The Applicant requests an amendment for the following: a request to relocate the approved employee housing to an off-site location (already identified and owned by Mr. Foote); a request to reconfigure the internal site plan of the hotel resulting in a change from 65 units to 75 units (utilizing the six (6) employee housing units as hotel rooms and reconfiguring the proposed four (4) suites into separate rooms); and a request to reduce the minimum number of bowling lanes to six (6) lanes. Mayor Wilkinson opened the public hearing at 7:10 p.m. Elena Scott provided information concerning the employee housing property. There being no further public comment, Mayor Wilkinson closed the public hearing at 7:18 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE ON FIRST READING ORDINANCE 19-08, AN ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE AGREEMENT CONCERNING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN AND LEGALLY DESCRIBED AS LOTS 3 AND 4, BLOCK 11, FRISCO TOWNSITE, ALSO KNOWN AS 518 MAIN STREET AND AS THE “STALEY HOUSE” PROPERTY WITH THE AMENDMENT RECOMMENDED BY THE TOWN’S ATTORNEY. SECOND, COUNCIL MEMBER FALLON. VOTE:

BURLEY	YEA	SHANER	NO
FALLON	YEA	SHERBURNE	YEA
IHNKEN	YEA	WILKINSON	YEA
MORTENSEN	ABSENT	MOTION CARRIED.	

Agenda Item #2: Consideration of Financial Contribution to Summit County for Cost of Clearing 6-Miles of the Ten Mile Canyon Recreation Path STAFF: NANCY KERRY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Manager Nancy Kerry stated that the Colorado Avalanche Information Center estimated the March avalanche cycle in Ten Mile Canyon to have been at least a 100-year event. More than 20 avalanches deposited debris onto the Ten Mile Canyon Recpath; the debris piles range from 50 to 500 feet wide, and many are more than 20 feet deep. In order to clear the 6-mile stretch of the Recpath through Ten Mile Canyon, Summit County issued a Request for Proposals. Summit County and selected a contractor at a “not-to-exceed” amount of \$87,500. As the scope and scale of the debris on the Recpath became known, consideration for financial assistance was discussed between the Town and Summit County Manager in recognition of the RecPath’s importance to the entire community along with the unforeseen costs associated with

clearing the path. Mayor Wilkinson opened the public hearing at 7:26 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:31 p.m.

MOTION: COUNCIL MEMBER FALLON MOVED TO AUTHORIZE THE TOWN MANAGER TO PROVIDE 30% THE NET COST NOT TO EXCEED \$25,000 TO SUMMIT COUNTY FOR THE COST OF CLEARING THE 6-MILE STRETCH OF THE RECPATH THROUGH TEN MILE CANYON. SECOND, COUNCIL MEMBER SHANER. VOTE:

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

Agenda Item #3: Resolution 19-23, a Resolution of the Town of Frisco, Colorado Adopting the Adopt-A-RecPath Program 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

Nordic Manager Pete Swenson stated that this resolution creates an Adopt-A-RecPath program within the Town of Frisco. The Summit County Open Space and Trails Department manages an Adopt-A-Trail program on Summit County's recpath for individuals, organized groups, organizations, and businesses to improve the county recpath and supplement the level of maintenance on the recpath. Additionally, all eligible sections of the County recpath are adopted at this time. Mayor Wilkinson opened the public hearing at 7:36 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:37 p.m.

MOTION: COUNCIL MEMBER FALLON MOVED TO APPROVE RESOLUTION 19-23, A RESOLUTION OF THE TOWN OF FRISCO, COLORADO ADOPTING THE ADOPT-A-RECPATH PROGRAM. SECOND, COUNCIL MEMBER SHERBURNE VOTE:

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

Agenda Item #4: Solarize Summit Rebate Program - \$1,500 per HH STAFF: NANCY KERRY 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Manager Nancy Kerry stated that as part of the Climate Action Collaborative, High Country Conservation Center (HC3) has spearheaded an effort aimed at increasing the number of households in the county that have solar panels. The program, known as Solarize Summit, is a community campaign designed to make going solar easy and more affordable for Summit County locals and small businesses. The program leverages bulk-purchasing power to take advantage of exclusive Solarize Summit program rebates. The more people participating by August 31st, the greater the rebates will be for all participants. This discussion is before the Town Council to consider offering rebates to residential property owners in the Town of Frisco who participate in the Solarize Summit program. Mayor Wilkinson opened the public hearing at

7:42 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:43 p.m.

COUNCIL MEMBER BURLEY RECUSED HERSELF AT THIS TIME.

MOTION: COUNCIL MEMBER IHNKEN DIRECTED STAFF TO OFFER THE REBATE PROGRAM AND INCLUDE THE NECESSARY FUNDS IN TOF'S 2020 BUDGET RELEVANT TO THE NUMBER OF RESIDENTIAL HOMEOWNERS WHO SIGN CONTRACTS BY AUGUST 31, 2019, AT \$1,500 NOT TO EXCEED 25 PARTICIPANTS FOR A TOTAL COST NOT TO EXCEED \$37,500. SECOND, COUNCIL MEMBER FALLON. VOTE:

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

Agenda Item #5: First Reading Ordinance 19-09, an Ordinance Amending Chapter 110 of the Code of Ordinances of the Town of Frisco, Concerning the Licensing of Businesses, to Adopt a New Article IV Concerning the Licensing and Regulation of Businesses that Provide Dockless Shared Mobility Devices STAFF: THAD RENAUD 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Town Attorney Thad Renaud stated that during the Town Council's April 23, 2019 work session, Council discussed electric and pedal assist bicycles for use on the Recreation Path and the regulation of businesses that provide dockless shared mobility devices. At that work session, the Town Council gave direction to the Town Attorney to bring back an ordinance concerning the regulation of dockless shared mobility devices with the following goals in mind: The prohibition of dockless mobility devices commonly referred to as "scooters", "stand-up skateboards", and other similar electric devices; The consideration to allow one or more business licenses to operate a dockless electric bicycle business in the Town of Frisco, not to exceed approximately 50 devices (total among all businesses) within the Town; Regulations for business licensing, business obligations, and bicycle use as allowed by law, for the operation of dockless bicycles within the Town limits. Mayor Wilkinson opened the public hearing at 8:18 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 8:19 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE ON FIRST READING ORDINANCE 19-09, AN ORDINANCE AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE LICENSING OF BUSINESSES, TO ADOPT A NEW ARTICLE IV CONCERNING THE LICENSING AND REGULATION OF BUSINESSES THAT PROVIDE DOCKLESS SHARED MOBILITY DEVICES WITH AN AMENDMENT IN THE DEFINITION OF MOBILITY DEVICE REFERENCING CHAPTER 167. SECOND, COUNCIL MEMBER SHERBURNE. VOTE:

BURLEY	YEA	SHANER	NO
FALLON	NO	SHERBURNE	YEA
IHNKEN	YEA	WILKINSON	YEA
MORTENSEN	ABSENT	MOTION CARRIED.	

Agenda Item #6: Fieldhouse Feasibility Study Update and Results 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

Assistant Town Manager Diane McBride stated that the towns of Frisco, Breckenridge, Silverthorne and Summit County partnered on a fieldhouse feasibility study to gauge the willingness of the community to fund an indoor sports complex, also known as a fieldhouse, and to identify priority amenities that could be included in such a facility. The study included a needs assessment, preliminary design, cost estimates, funding options, location review and operational considerations. The results of the study provided evidence that the capital and operational costs of even the most limited fieldhouse concept far outpaced the community's willingness to fund it. After investigating revenue projections from possible rentals, programming revenue, and/or private sponsorships, no feasible financial path to building a community fieldhouse was identified. At this time and based on the study findings, the fieldhouse study partners have decided to no longer pursue construction of a fieldhouse in Summit County. Should the Frisco Town Council express interest in pursuing a future fieldhouse, recreation center, training facility or other community amenity at the Peninsula Recreation Area, staff will include this analysis in the future interdisciplinary, holistic review of the entire PRA.

Old Business:

Agenda Item #7: Second Reading Ordinance 19-07, Establishing, Pursuant to Section 171-11 of the Code of Ordinances of the Town of Frisco, the Plant Investment Fees, Capital EQR Schedules, Delivery Charges, Flat Rates, and Usage Fees to be Charged in Connection with the Town's Water System STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet stated that the Town last completed a water rate study in May of 2006, effective in January 2007. This study covered a ten year period beginning in 2007 and remained in effect through 2016. Rates have remained unchanged for over two years. In 2018, Council directed staff to conduct a new five-year study and present various rate alternatives to Council. The Council has held three work sessions on this subject matter. One on November 27, 2018, at which time the Council asked staff to return with more in-depth analysis and recommendations, which was provided during the February 12, 2019 work session. Due to the complexity of the analysis, and the various options to consider, Council requested additional information, which was provided during the April 23, 2019 work session. During the April work session, Council provided direction to implement "Alternative 3", which was identified as the option to meet the goals of the Water Efficiency Plan, encourage conservation, sustain the infrastructure of the water system, and provide a sustainable revenue for the water system based on number of EQRs. Staff presented several worksheets, demonstrating financial impacts of the proposed optional rate structures. All of the options maintain the Water Fund balance at approximately \$2,000,000 year-over-year. The adoption of the Water Efficiency Plan and the addition of conservation programs have led to increases in capital project needs and ongoing revenue. These projects and programs were not known at the time of 2019 budget preparation but are reflected in the projections. Council directed staff to implement alternative 3. Council directed staff to implement a 5% flat rate rather than a graduated rate effective October 1. Council directed staff to increase tap fees to \$5000 effective January 1, 2020 with a 10%

annual increase beginning October 1, 2020. Council requested that staff provide information regarding the Colorado Water Conservation Board to local businesses for funding opportunities. Mayor Wilkinson opened the public hearing at 8:27 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 8:28 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE ON SECOND READING ORDINANCE 19-07, AN ORDINANCE ESTABLISHING, PURSUANT TO SECTION 171-11 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, THE PLANT INVESTMENT FEES, CAPITAL EQR SCHEDULES, DELIVERY CHARGES, FLAT RATES, AND USAGE FEES TO BE CHARGED IN CONNECTION WITH THE TOWN'S WATER SYSTEM. SECOND, COUNCIL MEMBER SHANER. VOTE:

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

Adjourn:

There being no further business, the meeting adjourned at 8:31 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
728 CADETS INC.							
125	728 CADETS INC.	1431	July 4 2019 Performance	05/15/2019	1,500.00	1,500.00	05/23/2019
Total 728 CADETS INC.:					1,500.00	1,500.00	
A PLACE IN THE MOUNTAINS LLC							
326	A PLACE IN THE MOUNTAINS L	5/6/2019	Refund Overpayment Account 38	05/06/2019	177.76	177.76	05/08/2019
Total A PLACE IN THE MOUNTAINS LLC:					177.76	177.76	
A PLUS HANDYMAN AND CARETAKING							
186	A PLUS HANDYMAN AND CARE	0000436	Town of Frisco	04/15/2019	1,540.00	1,540.00	05/23/2019
Total A PLUS HANDYMAN AND CARETAKING:					1,540.00	1,540.00	
ACORN PETROLEUM INC.							
410	ACORN PETROLEUM INC.	000955604	Bill to Number 756501 - Shop	04/24/2019	2,531.00	2,531.00	05/08/2019
410	ACORN PETROLEUM INC.	000957008	Bill to Number 756501 - Shop	05/01/2019	1,534.64	1,534.64	05/08/2019
410	ACORN PETROLEUM INC.	000958274	Bill to Number 756501 - Shop	05/08/2019	1,422.33	1,422.33	05/23/2019
410	ACORN PETROLEUM INC.	000959501	Bill to Number 756501 - Shop	05/15/2019	2,053.10	2,053.10	05/23/2019
Total ACORN PETROLEUM INC.:					7,541.07	7,541.07	
ADELE ZEH							
476	ADELE ZEH	50919	Reimburse Expense	05/09/2019	16.24	16.24	05/10/2019
Total ADELE ZEH:					16.24	16.24	
AFLAC							
550	AFLAC	658283	Account Number FH181	05/12/2019	177.58	177.58	05/23/2019
Total AFLAC:					177.58	177.58	
ALAN PLUMMER ASSOCIATES, INC.							
657	ALAN PLUMMER ASSOCIATES, I	44113	Project No: 4131-002-02	04/26/2019	6,811.25	6,811.25	05/23/2019
Total ALAN PLUMMER ASSOCIATES, INC.:					6,811.25	6,811.25	
ALLIED SECURITY GROUP INC.							
810	ALLIED SECURITY GROUP INC.	2003741	2nd Qtr Alarm Services	04/01/2019	460.95	460.95	05/08/2019
810	ALLIED SECURITY GROUP INC.	2003898	Service Call	03/27/2019	49.00	49.00	05/08/2019
810	ALLIED SECURITY GROUP INC.	2003945	Annual Fire Alarm Testing	04/10/2019	785.00	785.00	05/08/2019
Total ALLIED SECURITY GROUP INC.:					1,294.95	1,294.95	
ALPINE EVENTS LLC							
945	ALPINE EVENTS LLC	4TH OF JULY	4th of July Entertainment	05/01/2019	2,150.00	2,150.00	05/08/2019
945	ALPINE EVENTS LLC	BBQ 2019	BBQ Entertainment	05/01/2019	5,000.00	5,000.00	05/08/2019
Total ALPINE EVENTS LLC:					7,150.00	7,150.00	
ALPINE ROCK CO							
1000	ALPINE ROCK CO	5-6-2019	Refund Overpayment Account 58	05/06/2019	34.89	34.89	05/08/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ALPINE ROCK CO:					34.89	34.89	
ALPINEECO							
933	ALPINEECO	1257	50% Deposit - Wetlands Mitigation	05/03/2019	20,555.98	20,555.98	05/07/2019
Total ALPINEECO:					20,555.98	20,555.98	
AMERICAN STEEL INC.							
1255	AMERICAN STEEL INC.	ACCT #4502 C	Refund Sales Tax Account #4502	05/13/2019	102.06	102.06	05/23/2019
Total AMERICAN STEEL INC.:					102.06	102.06	
AMY TATTERSALL							
1337	AMY TATTERSALL	EMP 2019-C	Employee Housing Deposit Refun	05/03/2019	400.00	400.00	05/03/2019
Total AMY TATTERSALL:					400.00	400.00	
ARLENE COLE							
1824	ARLENE COLE	5-1-2019	Refund Overpayment Water Acco	05/01/2019	469.87	469.87	05/08/2019
Total ARLENE COLE:					469.87	469.87	
B PUBLIC RELATIONS LLC							
2192	B PUBLIC RELATIONS LLC	2503	Monthly Retainer PR	05/15/2019	5,750.00	5,750.00	05/23/2019
Total B PUBLIC RELATIONS LLC:					5,750.00	5,750.00	
BEAU THOMAS							
2525	BEAU THOMAS	0026	Entertainment	05/13/2019	300.00	300.00	05/23/2019
Total BEAU THOMAS:					300.00	300.00	
BONNIE D. MOINET							
3210	BONNIE D. MOINET	APRIL 2019	Cell Phone Stipend	05/17/2019	70.00	70.00	05/17/2019
Total BONNIE D. MOINET:					70.00	70.00	
BRODIE BOILARD							
3785	BRODIE BOILARD	PASS 2019/20	Ski Pass Agreement 2019-2020	05/17/2019	1,531.00	1,531.00	05/17/2019
Total BRODIE BOILARD:					1,531.00	1,531.00	
CENTURA HEALTH							
4690	CENTURA HEALTH	2200371726	Guarantor # 700000055	03/28/2019	600.00	600.00	05/08/2019
4690	CENTURA HEALTH	ACCT #220038	Guarantor # 700000055	05/02/2019	300.00	300.00	05/23/2019
Total CENTURA HEALTH:					900.00	900.00	
CHAD MOST							
4760	CHAD MOST	EOM APRIL 20	Employee of the Month Award - C	05/13/2019	100.00	100.00	05/13/2019
4760	CHAD MOST	RUN ROCKIES	Petty Cash - Run the Rockies	05/28/2019	350.00	350.00	05/28/2019
Total CHAD MOST:					450.00	450.00	
CO DEPT OF HUMAN SERVICES BIU							
6041	CO DEPT OF HUMAN SERVICE	1558478 5/22/2	Background Check - Fun Club Em	05/22/2019	315.00	315.00	05/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total CO DEPT OF HUMAN SERVICES BIU:					315.00	315.00	
CODEGEEK.NET							
6707	CODEGEEK.NET	2019-527	Web Hosting	05/01/2019	319.35	319.35	05/08/2019
6707	CODEGEEK.NET	2019-527	Website Maintenance and Hosting	05/01/2019	11,569.35	11,569.35	05/08/2019
Total CODEGEEK.NET:					11,888.70	11,888.70	
DAVID LOVE							
8433	DAVID LOVE	5-1-2019	Refund Overpaid Water User Fee	05/01/2019	31.84	31.84	05/08/2019
Total DAVID LOVE:					31.84	31.84	
DELI BELLY'S							
8760	DELI BELLY'S	51619	Consultant Lunch	05/16/2019	23.85	23.85	05/16/2019
Total DELI BELLY'S:					23.85	23.85	
DH PACE COMPANY							
9105	DH PACE COMPANY	SVC 275627	Maintenance of Bay Doors	04/22/2019	1,580.00	1,580.00	05/08/2019
Total DH PACE COMPANY:					1,580.00	1,580.00	
DIANE MCBRIDE							
9110	DIANE MCBRIDE	APRIL 2019	Reimburse Personal Cell Phone	05/10/2019	70.00	70.00	05/10/2019
Total DIANE MCBRIDE:					70.00	70.00	
DPC INDUSTRIES, INC.							
9580	DPC INDUSTRIES, INC.	DE73000290-1	Customer No. 73171400	03/31/2019	130.00	130.00	05/08/2019
Total DPC INDUSTRIES, INC.:					130.00	130.00	
FAMILY SUPPORT REGISTRY							
10630	FAMILY SUPPORT REGISTRY	04577912 4/27/	Remittance Identifier 04577912	05/03/2019	262.80	262.80	05/08/2019
10630	FAMILY SUPPORT REGISTRY	04577912-5/11/	Remittance Identifier 04577912	05/17/2019	262.80	262.80	05/23/2019
10630	FAMILY SUPPORT REGISTRY	07777691 4/27/	Remittance Identifier 07777691	05/03/2019	189.23	189.23	05/08/2019
10630	FAMILY SUPPORT REGISTRY	07777691-5/11/	Remittance Identifier 07777691	05/17/2019	189.23	189.23	05/23/2019
Total FAMILY SUPPORT REGISTRY:					904.06	904.06	
HBL CONSULTING INC.							
12970	HBL CONSULTING INC.	909	IT Services	05/02/2019	9,280.00	9,280.00	05/02/2019
Total HBL CONSULTING INC.:					9,280.00	9,280.00	
HOLLY TOMPKINS							
13565	HOLLY TOMPKINS	5-1-2019	Refund Overpayment Water User	05/01/2019	412.02	412.02	05/08/2019
Total HOLLY TOMPKINS:					412.02	412.02	
ICONIX CLOTHING							
13950	ICONIX CLOTHING	3090	Staff Shirts	05/09/2019	757.50	757.50	05/10/2019
13950	ICONIX CLOTHING	3091	Staff Shirts	05/09/2019	1,141.25	1,141.25	05/10/2019
13950	ICONIX CLOTHING	3092	Run the Rockies Screen Printing	05/09/2019	2,253.00	2,253.00	05/10/2019
13950	ICONIX CLOTHING	3101	Staff Uniforms	05/16/2019	930.00	930.00	05/17/2019
13950	ICONIX CLOTHING	3103	Bacon Burner T-Shirts	05/21/2019	4,910.00	4,910.00	05/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ICONIX CLOTHING:					9,991.75	9,991.75	
JAMES FREEMAN							
14702	JAMES FREEMAN	CEMETERY P	Buyback Cemetery Plots	05/01/2019	375.00	375.00	05/08/2019
Total JAMES FREEMAN:					375.00	375.00	
JOHN MINK							
15985	JOHN MINK	CXL DOCK B S	Cancel Dock B Slip 22	05/21/2019	918.00	918.00	05/23/2019
Total JOHN MINK:					918.00	918.00	
JON WALKES							
16142	JON WALKES	5/1/2019	Refund Water User Fees 3033.01/	05/01/2019	192.77	192.77	05/08/2019
Total JON WALKES:					192.77	192.77	
JONATHAN GRANT							
16162	JONATHAN GRANT	5/16/2019	Refund Kayak Rental	05/16/2019	70.00	70.00	05/23/2019
Total JONATHAN GRANT:					70.00	70.00	
KELSEY MOORHOUSE							
16878	KELSEY MOORHOUSE	APRIL 2019	Cell Phone Reimbursement	05/17/2019	68.99	68.99	05/17/2019
Total KELSEY MOORHOUSE:					68.99	68.99	
KEVIN SINGEL							
16991	KEVIN SINGEL	2019-0305	Historic Museum - Books	03/29/2019	168.00	168.00	05/08/2019
Total KEVIN SINGEL:					168.00	168.00	
KRONOS INCORPORATED							
17405	KRONOS INCORPORATED	11448825	Bill To: 6089328	05/08/2019	567.00	567.00	05/10/2019
Total KRONOS INCORPORATED:					567.00	567.00	
KUMAR & ASSOCIATES INC.							
17465	KUMAR & ASSOCIATES INC.	191595	Project No. 196-110.00	05/09/2019	4,518.75	4,518.75	05/23/2019
Total KUMAR & ASSOCIATES INC.:					4,518.75	4,518.75	
LARRY H MILLER FORD							
17702	LARRY H MILLER FORD	5/22/2019	Ford Police Interceptor	05/22/2019	29,840.00	29,840.00	05/23/2019
Total LARRY H MILLER FORD:					29,840.00	29,840.00	
LEA DREUX							
17975	LEA DREUX	42819	Mary Ruth Unit Cleaning	04/28/2019	119.86	119.86	05/02/2019
Total LEA DREUX:					119.86	119.86	
LETTER H STUDIO							
18165	LETTER H STUDIO	TOF 5_8_19	Marina Summer Brochure	05/08/2019	357.50	357.50	05/23/2019
Total LETTER H STUDIO:					357.50	357.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
LEXIPOL LLC							
18205	LEXIPOL LLC	28501	Policy Manual Update / DTB Subs	04/09/2019	5,523.00	5,523.00	05/08/2019
Total LEXIPOL LLC:					5,523.00	5,523.00	
LINDA MITCHELL							
18335	LINDA MITCHELL	5/3/2019	Cemetery Monument Deposit Ref	05/03/2019	500.00	500.00	05/08/2019
Total LINDA MITCHELL:					500.00	500.00	
LINDSAY PRECAST INC							
18382	LINDSAY PRECAST INC	137540	Customer No. T00170	05/01/2019	6,370.50	6,370.50	05/23/2019
Total LINDSAY PRECAST INC:					6,370.50	6,370.50	
LOGANSIMPSON							
18475	LOGANSIMPSON	24351	Project No: 185512	04/30/2019	3,565.33	3,565.33	05/23/2019
Total LOGANSIMPSON:					3,565.33	3,565.33	
LOVE LIGHT APPAREL LLC							
18532	LOVE LIGHT APPAREL LLC	2019-38	Frisco Bay Marina - Retail	05/02/2019	6,464.50	6,464.50	05/23/2019
18532	LOVE LIGHT APPAREL LLC	2019-38	Frisco Bay Marina - Uniforms	05/02/2019	1,741.75	1,741.75	05/23/2019
18532	LOVE LIGHT APPAREL LLC	2019-38	Frisco Bay Marina - Stickers	05/02/2019	112.50	112.50	05/23/2019
Total LOVE LIGHT APPAREL LLC:					8,318.75	8,318.75	
LOYOLA MARYMOUNT UNIVERSITY							
18534	LOYOLA MARYMOUNT UNIVER	SID 977421653	Scholarship Summer Krueger SID	05/15/2019	1,000.00	1,000.00	05/23/2019
Total LOYOLA MARYMOUNT UNIVERSITY:					1,000.00	1,000.00	
MARGARET H. FAESSEN							
18860	MARGARET H. FAESSEN	APRIL 2019	Personal Cell Phone Stipend	05/17/2019	35.00	35.00	05/17/2019
18860	MARGARET H. FAESSEN	FEBRUARY 20	Personal Cell Phone Stipend	05/17/2019	35.00	35.00	05/17/2019
18860	MARGARET H. FAESSEN	MARCH 2019	Personal Cell Phone Stipend	05/17/2019	35.00	35.00	05/17/2019
Total MARGARET H. FAESSEN:					105.00	105.00	
MARLIN BUSINESS BANK							
19087	MARLIN BUSINESS BANK	16960779	Account Number 1489058	05/10/2019	1,796.87	1,796.87	05/23/2019
19087	MARLIN BUSINESS BANK	16960779	Account Number 1489058	05/10/2019	313.79	313.79	05/23/2019
Total MARLIN BUSINESS BANK:					2,110.66	2,110.66	
MARTIN / MARTIN CONSULTING ENGINEERS							
19250	MARTIN / MARTIN CONSULTING	M17.1089-000	Project M17.1089	04/24/2019	9,425.00	9,425.00	05/23/2019
19250	MARTIN / MARTIN CONSULTING	M18.0378-000	Project M18.0378 Peninsula Recr	03/28/2019	1,875.00	1,875.00	05/23/2019
19250	MARTIN / MARTIN CONSULTING	M18.0378-000	Project M18.0378 Peninsula Recr	04/24/2019	5,692.50	5,692.50	05/23/2019
Total MARTIN / MARTIN CONSULTING ENGINEERS:					16,992.50	16,992.50	
MAVERICK SPORTS PROMOTIONS							
19505	MAVERICK SPORTS PROMOTIO	1199	Run the Rockies/Bacon Burner C	05/06/2019	1,567.00	1,567.00	05/08/2019
Total MAVERICK SPORTS PROMOTIONS:					1,567.00	1,567.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MEECO SULLIVAN MARINA COMPANY							
8121	MEECO SULLIVAN MARINA CO	19-1052-00091	30% Start of Fabrication Payment	05/06/2019	178,046.25	178,046.25	05/07/2019
Total MEECO SULLIVAN MARINA COMPANY:					178,046.25	178,046.25	
MICHIGAN STATE UNIVERSITY							
20095	MICHIGAN STATE UNIVERSITY	SID A5831372	Scholarship Mia Popoff SID A583	05/15/2019	1,000.00	1,000.00	05/23/2019
Total MICHIGAN STATE UNIVERSITY:					1,000.00	1,000.00	
MOSES, WITTEMYER,HARRISON							
20600	MOSES, WITTEMYER,HARRISO	13279	Professional Services	04/04/2019	24.50	24.50	05/08/2019
Total MOSES, WITTEMYER,HARRISON:					24.50	24.50	
MOUNTAIN BLIND MAN							
20654	MOUNTAIN BLIND MAN	20015	Town of Frisco - Public Works	04/12/2019	2,018.00	2,018.00	05/08/2019
20654	MOUNTAIN BLIND MAN	20015	Town of Frisco - Public Works	04/12/2019	673.00	673.00	05/08/2019
Total MOUNTAIN BLIND MAN:					2,691.00	2,691.00	
MURRAY DAHL BEERY & RENAUD LLP							
20890	MURRAY DAHL BEERY & RENA	15187	Matter No. 59875.00000	03/31/2019	10,606.84	10,606.84	05/10/2019
20890	MURRAY DAHL BEERY & RENA	15188	Matter No. 59875.00010	03/31/2019	1,240.00	1,240.00	05/10/2019
20890	MURRAY DAHL BEERY & RENA	15189	Matter No. 59875.23560	03/31/2019	506.25	506.25	05/10/2019
20890	MURRAY DAHL BEERY & RENA	15190	Matter No. 59875.23640	03/31/2019	1,350.00	1,350.00	05/10/2019
20890	MURRAY DAHL BEERY & RENA	15191	Matter No. 59875.23650	03/31/2019	112.50	112.50	05/10/2019
20890	MURRAY DAHL BEERY & RENA	15192	Matter No. 59875.71000	03/31/2019	532.00	532.00	05/10/2019
20890	MURRAY DAHL BEERY & RENA	15246	Matter No. 59875.00000	04/30/2019	15,078.44	15,078.44	05/10/2019
20890	MURRAY DAHL BEERY & RENA	15247	Matter No. 59875.00010	04/30/2019	1,240.00	1,240.00	05/10/2019
Total MURRAY DAHL BEERY & RENAUD LLP:					30,666.03	30,666.03	
MUSEUM STORE PRODUCTS							
20897	MUSEUM STORE PRODUCTS	23694A	Museum Retail Inventory	03/28/2019	1,078.14	1,078.14	05/08/2019
Total MUSEUM STORE PRODUCTS:					1,078.14	1,078.14	
NATIONAL REPERTORY ORCHESTRA							
21180	NATIONAL REPERTORY ORCHE	193	Full Page Ad 2019 Program Book	05/09/2019	1,800.00	1,800.00	05/23/2019
Total NATIONAL REPERTORY ORCHESTRA:					1,800.00	1,800.00	
NIRAV SHAH							
21453	NIRAV SHAH	345034	Walter Byron Deposit Refund	05/29/2019	100.00	100.00	05/29/2019
Total NIRAV SHAH:					100.00	100.00	
NORA GILBERTSON							
21470	NORA GILBERTSON	5/7/2019	Reimburse Travel Expense	05/07/2019	104.72	104.72	05/08/2019
21470	NORA GILBERTSON	APRIL 2019	Personal Cell Phone Stipend	04/29/2019	70.00	70.00	05/08/2019
Total NORA GILBERTSON:					174.72	174.72	
NORRIS DESIGN INC.							
21520	NORRIS DESIGN INC.	01-50397	Project ID 0350-01-0009	03/31/2019	242.50	242.50	05/08/2019
21520	NORRIS DESIGN INC.	01-50957	Project ID 0350-01-0009	04/30/2019	3,508.30	3,508.30	05/23/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total NORRIS DESIGN INC.:					3,750.80	3,750.80	
NORTH LINE GIS							
21530	NORTH LINE GIS	2142	Contract GIS Services	05/01/2019	1,120.00	1,120.00	05/08/2019
Total NORTH LINE GIS:					1,120.00	1,120.00	
NV5 INC.							
21710	NV5 INC.	120081	Project No: 333119-0000202.00	03/30/2019	8,500.00	8,500.00	05/23/2019
21710	NV5 INC.	121808	Project No: 333119-0000202.00	04/17/2019	8,762.26	8,762.26	05/23/2019
21710	NV5 INC.	124369	Project No: 333119-0000208.00	05/14/2019	16,726.48	16,726.48	05/23/2019
Total NV5 INC.:					33,988.74	33,988.74	
OHLSON LAVOIE COLLABORATIVE							
21865	OHLSON LAVOIE COLLABORATI	113574	Project No: 18030.00	04/30/2019	17,610.39	17,610.39	05/23/2019
Total OHLSON LAVOIE COLLABORATIVE:					17,610.39	17,610.39	
P4 WINDOW CLEANING, INC.							
22130	P4 WINDOW CLEANING, INC.	7394	Nordic Building Window Cleaning	04/30/2019	195.00	195.00	05/08/2019
22130	P4 WINDOW CLEANING, INC.	7394	DAY LODGE WINDOW CLEANIN	04/30/2019	500.00	500.00	05/08/2019
Total P4 WINDOW CLEANING, INC.:					695.00	695.00	
PAM JOHNSON							
22205	PAM JOHNSON	5/3/2019	Cemetery Monument Deposit Ref	05/03/2019	500.00	500.00	05/08/2019
Total PAM JOHNSON:					500.00	500.00	
POSTCORP.TV							
23245	POSTCORP.TV	PCT05022019	Recruiting Videos	05/02/2019	1,880.00	1,880.00	05/08/2019
Total POSTCORP.TV:					1,880.00	1,880.00	
POWDR - COPPER MOUNTAIN LLC							
23255	POWDR - COPPER MOUNTAIN	10115217	Customer #: 1391381	02/07/2019	409.00	409.00	05/23/2019
23255	POWDR - COPPER MOUNTAIN	10116010	Customer #: 1391381	02/12/2019	409.00	409.00	05/23/2019
23255	POWDR - COPPER MOUNTAIN	10120241	Customer #: 1391381	03/11/2019	409.00	409.00	05/23/2019
Total POWDR - COPPER MOUNTAIN LLC:					1,227.00	1,227.00	
PREVENTIVE HEALTH NOW							
23375	PREVENTIVE HEALTH NOW	1229	Town of Frisco	01/31/2019	310.00	310.00	06/04/2019
Total PREVENTIVE HEALTH NOW:					310.00	310.00	
PSYCHOLOGICAL DIMENSIONS LLC							
23550	PSYCHOLOGICAL DIMENSIONS	1530	Post Evaluation Psychological Tes	05/06/2019	650.00	650.00	05/08/2019
Total PSYCHOLOGICAL DIMENSIONS LLC:					650.00	650.00	
REST & RELAXATION LLC							
24185	REST & RELAXATION LLC	1952	Senior Margarita's	05/01/2019	7,425.00	7,425.00	05/08/2019
Total REST & RELAXATION LLC:					7,425.00	7,425.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROCKY MOUNTAIN INSTRUMENTAL							
25075	ROCKY MOUNTAIN INSTRUME	53955	RML #19-45126	05/06/2019	80.00	80.00	05/08/2019
25075	ROCKY MOUNTAIN INSTRUME	53989	RML #19-45156-A	05/14/2019	80.00	80.00	05/23/2019
25075	ROCKY MOUNTAIN INSTRUME	53998	RML #19-45126-AA	05/17/2019	380.00	380.00	05/23/2019
25075	ROCKY MOUNTAIN INSTRUME	53999	RML #19-45156-AA	05/17/2019	100.00	100.00	05/23/2019
Total ROCKY MOUNTAIN INSTRUMENTAL:					640.00	640.00	
ROCKY MOUNTAIN RECREATION INC.							
25110	ROCKY MOUNTAIN RECREATIO	5152	Memorial Benches	03/25/2019	2,975.00	2,975.00	05/08/2019
Total ROCKY MOUNTAIN RECREATION INC.:					2,975.00	2,975.00	
ROCKY MOUNTAIN RESERVE							
25115	ROCKY MOUNTAIN RESERVE	2191469	FSA/HSA Administration	05/10/2019	282.75	282.75	05/23/2019
Total ROCKY MOUNTAIN RESERVE:					282.75	282.75	
ROSHAMBO, LLC							
25497	ROSHAMBO, LLC	6565	BBQ Shirt Design	04/19/2019	150.00	150.00	05/08/2019
25497	ROSHAMBO, LLC	6588	BBQ Poster Design / Brand	05/02/2019	1,500.00	1,500.00	05/08/2019
Total ROSHAMBO, LLC:					1,650.00	1,650.00	
SAVANNAH COLLEGE OF ART AND DESIGN							
26007	SAVANNAH COLLEGE OF ART A	SID 002313424	Scholarship Kyla Rys SID:002313	05/01/2019	1,000.00	1,000.00	05/08/2019
Total SAVANNAH COLLEGE OF ART AND DESIGN:					1,000.00	1,000.00	
SCHOFIELD EXCAVATION INC.							
22249	SCHOFIELD EXCAVATION INC.	APPLICATION	Project: 19006 Frisco Big Dig	04/30/2019	455,705.06	455,705.06	05/23/2019
Total SCHOFIELD EXCAVATION INC.:					455,705.06	455,705.06	
SE GROUP							
26205	SE GROUP	33505	Project No: 18024001	05/02/2019	673.70	673.70	05/08/2019
26205	SE GROUP	33508	Project No: 19044001	05/02/2019	2,628.75	2,628.75	05/08/2019
Total SE GROUP:					3,302.45	3,302.45	
SIGN LANGUAGE XL							
26705	SIGN LANGUAGE XL	84444	Banners	04/22/2019	770.00	770.00	05/08/2019
Total SIGN LANGUAGE XL:					770.00	770.00	
SOUTHERN WINE & SPIRITS OF COLORADO							
27180	SOUTHERN WINE & SPIRITS O	1982406	Customer # 16384	05/01/2019	216.88	216.88	05/08/2019
27180	SOUTHERN WINE & SPIRITS O	1987532	Customer # 16384	05/08/2019	161.61	161.61	05/08/2019
27180	SOUTHERN WINE & SPIRITS O	1992968	Customer # 16384	05/15/2019	243.52	243.52	05/23/2019
Total SOUTHERN WINE & SPIRITS OF COLORADO:					622.01	622.01	
SUMMIT COUNTY GOVERNMENT							
28320	SUMMIT COUNTY GOVERNMEN	180114	Fire Mitigation Exp Reimb	06/07/2018	5,000.00	5,000.00	05/08/2019
Total SUMMIT COUNTY GOVERNMENT:					5,000.00	5,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SUMMIT COUNTY GOVT - DRREC							
28340	SUMMIT COUNTY GOVT - DRRE	MAY 2019 FBM	2019 DRReC Payment	05/13/2019	29,532.71	29,532.71	05/23/2019
Total SUMMIT COUNTY GOVT - DRREC:					29,532.71	29,532.71	
SUMMIT COUNTY WASTE FACILITY							
28570	SUMMIT COUNTY WASTE FACIL	02-00464188-C	Appliance Recycle	04/08/2019	10.00	10.00	05/23/2019
Total SUMMIT COUNTY WASTE FACILITY:					10.00	10.00	
SUMMIT HISTORICAL SOCIETY							
28830	SUMMIT HISTORICAL SOCIETY	MEMBERSHIP	Membership Renewal	05/01/2019	499.00	499.00	05/08/2019
Total SUMMIT HISTORICAL SOCIETY:					499.00	499.00	
SUMMIT SCHOOL DISTRICT							
29010	SUMMIT SCHOOL DISTRICT	TOF 614-615	BBQ Parking	05/17/2019	1,260.00	1,260.00	05/17/2019
29010	SUMMIT SCHOOL DISTRICT	TOF DEPOSIT	BBQ Parking DEPOSIT	05/17/2019	500.00	500.00	05/17/2019
Total SUMMIT SCHOOL DISTRICT:					1,760.00	1,760.00	
SUMMIT WATER QUALITY COMMITTEE							
29110	SUMMIT WATER QUALITY COM	MEMBERSHIP	2019 Membership Dues	04/23/2019	10,485.27	10,485.27	05/08/2019
Total SUMMIT WATER QUALITY COMMITTEE:					10,485.27	10,485.27	
SUN IMPRINTS LLC							
29135	SUN IMPRINTS LLC	1896	Historic Park Banners	05/08/2019	50.00	50.00	05/23/2019
Total SUN IMPRINTS LLC:					50.00	50.00	
U.S. POSTAL SERVICE							
31440	U.S. POSTAL SERVICE	4/30/2019	Permit Number 23	04/30/2019	636.50	636.50	05/08/2019
31440	U.S. POSTAL SERVICE	TOF BBQ 2019	Marketing Mailer Fee	05/29/2019	636.50	636.50	05/29/2019
Total U.S. POSTAL SERVICE:					1,273.00	1,273.00	
UTILITY NOTIFICATION CENTER CO							
31930	UTILITY NOTIFICATION CENTE	219040450	Member ID: 30492	04/30/2019	66.74	66.74	05/08/2019
Total UTILITY NOTIFICATION CENTER CO:					66.74	66.74	
VECTOR DISEASE CONTROL							
32097	VECTOR DISEASE CONTROL	PI-A00005629	Customer ID FRISCO01	04/15/2019	1,581.58	1,581.58	05/08/2019
Total VECTOR DISEASE CONTROL:					1,581.58	1,581.58	
WILLIAM BRUCE CAMERON							
33085	WILLIAM BRUCE CAMERON	SALES TAX A	Refund Sales/Lodging Tax Acct. 4	05/13/2019	1,923.80	1,923.80	05/23/2019
Total WILLIAM BRUCE CAMERON:					1,923.80	1,923.80	
WILLIAM D. LINFIELD PE							
33095	WILLIAM D. LINFIELD PE	INVOICE NO.1	Civil Engineering Consulting	05/01/2019	247.50	247.50	05/08/2019
33095	WILLIAM D. LINFIELD PE	INVOICE NO.1	Civil Engineering Consulting	05/01/2019	302.50	302.50	05/08/2019
33095	WILLIAM D. LINFIELD PE	INVOICE NO.1	Civil Engineering Consulting	05/01/2019	330.00	330.00	05/08/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WILLIAM D. LINFIELD PE:					880.00	880.00	
XCEL ENERGY							
33380	XCEL ENERGY	636779961	Account 53-1000709-7	05/06/2019	131.24	131.24	05/23/2019
33380	XCEL ENERGY	636783943	Account 53-1235617-3	05/06/2019	99.35	99.35	05/23/2019
33380	XCEL ENERGY	636875765	Account 53-8074879-4	05/06/2019	5.41	5.41	05/23/2019
33380	XCEL ENERGY	636906001	Account 53-0010948072-7	05/06/2019	153.60	153.60	05/23/2019
33380	XCEL ENERGY	636944410	Account 53-0012487828-5	05/06/2019	83.09	83.09	05/23/2019
33380	XCEL ENERGY	636960176	Account 53-0012487832-1	05/06/2019	111.65	111.65	05/23/2019
33380	XCEL ENERGY	637148868	Account 53-0012493736-7	05/07/2019	12.21	12.21	05/17/2019
Total XCEL ENERGY:					596.55	596.55	
Grand Totals:					979,991.97	979,991.97	

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 5-28-2019

Transaction Date	Supplier - Name	Tr Line Amount	GL Coding	Transaction - Description
05/01/2019	2 Wheel Parts Supply	\$452.00	90-9000-4205	New tires for UTV - Marina
05/21/2019	2cocom*malwarebytes	\$49.99	10-1110-4704	Spamware license
05/08/2019	4imprint	\$3,749.30	10-1140-4233	Logod bags to use for goody bags for events
05/17/2019	4imprint	\$546.22	10-1140-4868	Kids Q Gifts
05/06/2019	5280 Publishing, Inc.	\$2,775.00	10-1118-4265	Colorado Parent- Full page ad for BBQ Father's Day contest
05/23/2019	Air Care Colorado Arvada	\$25.00	10-1133-4205	Emissions for auction of Town vehicles
05/23/2019	Air Care Colorado Arvada	\$25.00	10-1133-4205	Emissions for auction of Town vehicles
05/20/2019	Alpinaire Healthcare	\$15.00	10-1160-4234	O2 Tank Rental and Maintenance for FAP First Aid Room
05/14/2019	AlSCO Inc.	\$480.37	10-1160-4477	Rug/Rag Cleaning and Replacement for Day Lodge
05/14/2019	AlSCO Inc.	\$482.82	10-1133-4270	Uniforms
05/23/2019	AlSCO Inc.	\$160.30	10-1125-4477	Frisco Historic Park & Museum mats
05/02/2019	Am Leonard	\$299.42	20-2000-5066	Tools for summer trail construction and maintenance
05/06/2019	Amazon.Com*mn75i4lv1 Amzn	\$79.99	90-9000-4200	New Safe
05/18/2019	Amazon.Com*mn7mb8b31	\$103.43	10-1121-4233	Supplies - evidence tape and tissues
05/14/2019	Amazon.Com*mn9sj6gp1	\$287.27	10-1132-4207	Doggie dispenser
05/18/2019	American Red Cross	\$30.00	10-1121-4228	First Aid Cert - Police Academy
05/01/2019	Amzn Mktp Us	\$7.89	10-1132-4207	Tile glue
05/09/2019	Amzn Mktp Us	\$45.00	10-1131-4270	Safety vests
05/10/2019	Amzn Mktp Us	\$25.90	10-1131-4270	Safety vests
05/16/2019	Amzn Mktp Us	\$2,796.08	20-2000-4567	New furniture for 3rd and Granite building
05/20/2019	Amzn Mktp Us	\$41.95	90-9000-4890	Water marker for cruiser regatta
05/21/2019	Amzn Mktp Us	\$114.09	10-1160-4225	Additional Glassware for FAP Café
05/22/2019	Amzn Mktp Us	\$38.95	90-9000-4890	Water marker for cruiser regatta and jewels
05/22/2019	Amzn Mktp Us	\$20.50	10-1131-4270	Safety vests
05/22/2019	Apl*itunes.Com/Bill	\$5.09	10-1150-4605	Pandora Subscription
05/07/2019	Ascap License Fee	\$360.39	10-1140-4210	Ascap License Renewal Fee
05/13/2019	At&t*bill Payment	\$31.63	10-1110-4203	Personal cell phone stipend
05/23/2019	At&t*bill Payment	\$405.97	10-1110-4203	MDC lines - squad cars
05/04/2019	Backcountry.Com	-\$0.37	10-0060-2060	FAP – Return from purchase for staff with pooled gratuities
05/09/2019	Backcountry.Com	-\$49.00	10-0060-2060	FAP – Return from purchase for staff with pooled gratuities
05/11/2019	Backcountry.Com	\$59.53	10-0060-2060	FAP – Purchase for staff with pooled gratuities

05/16/2019	Benco Dental Co	\$107.74	80-8000-4588	Recreation race supplies
05/21/2019	Bobcat Commerce City	\$502.52	10-1160-4205	Bin stock
04/30/2019	Bread Salt	\$31.90	10-1115-4227	Lunch - Sabatini Housing
04/29/2019	Breckenridge Build	-\$44.49	10-1132-4207	Bit for concrete
05/24/2019	Breckenridge Lasergraphic	\$70.00	10-1118-4265	Print 60 summer event calendar posters
05/20/2019	Brp US Inc	\$616.31	90-9000-4208	Parts for rental fleet.
04/26/2019	Campaignmonitor.Co	\$1,600.00	10-1118-4655	E-newsletter email credits
05/10/2019	Capital Prize Gold Mine	\$152.64	80-8000-4227	Info Center Team Build Training
05/01/2019	Carquest 3948	\$146.41	10-1133-4205	Filters for stock
05/03/2019	Carquest 3948	\$12.66	10-1133-4205	Filter stock
05/08/2019	Carquest 3948	\$101.18	10-1133-4205	Hydraulic fluid
05/08/2019	Carquest 3948	\$29.42	10-1133-4205	Hydraulic fluid
05/22/2019	Carquest 3948	\$49.30	10-1132-4207	Bin stock
05/24/2019	Carquest 3948	\$18.39	10-1133-4205	Tools
05/17/2019	Cdw Govt #1115-4521	\$1,000.13	10-1110-4704	Desktop scanner
04/26/2019	Cdw Govt #rxv3080	-\$151.61	10-1110-4704	Credit - graphics card
04/26/2019	Cdw Govt #sbp7848	\$566.82	10-1110-4704	Desktop scanner
05/14/2019	Cdw Govt #sgw4791	\$224.43	10-1110-4704	Spare VoIP phone
05/14/2019	Cdw Govt #shc1796	\$1,218.16	90-9000-4704	Server backup battery
05/23/2019	Cdw Govt #ski7005	\$345.59	90-9000-4704	Marina drives
05/08/2019	Centurylink/Speedpay	\$1,650.54	10-1110-4203	TH phone lines
05/08/2019	Centurylink/Speedpay	\$470.34	40-4000-4203	WTP phone lines
05/08/2019	Centurylink/Speedpay	\$237.33	80-8000-4203	VIC phone lines
05/08/2019	Centurylink/Speedpay	\$426.80	90-9000-4203	Marina phone lines
05/08/2019	Centurylink/Speedpay	\$39.77	90-9000-4203	Marina utility phone lines
05/08/2019	Centurylink/Speedpay	\$149.88	10-1110-4226	Website
05/12/2019	Centurylink/Speedpay	\$199.64	10-1110-4203	Long distance
05/21/2019	Centurylink/Speedpay	\$323.40	90-9000-4203	Marina circuits
05/21/2019	Centurylink/Speedpay	\$323.40	40-4000-4203	VIC circuits
05/21/2019	Centurylink/Speedpay	\$1,703.11	10-1110-4203	All other circuits
05/01/2019	Cheese Ranch	\$129.00	10-1118-4590	Food for Denver media preview event
05/15/2019	Chico Bag	\$480.23	10-1110-4277	Green Team gift for staff - food storage bags and pouches for plastic reduction

05/02/2019	China Szechuan	\$100.50	10-1119-4306	Planning Commission dinner
05/08/2019	Chipotle 1105	\$24.35	10-1110-4265	Recruiting - job fair
05/01/2019	City Electric	\$38.45	10-1131-4403	Tool bags
05/02/2019	Cloud Cover Music	\$17.95	10-1125-4233	Music Service
05/02/2019	Cloud Cover Music	\$17.95	80-8000-4233	Music Service
05/08/2019	Co Driver Services	\$16.62	10-1133-4205	CDL final
05/14/2019	Co Govt Services	\$103.02	10-1132-4207	Annual elevator inspection
05/02/2019	Co Motor Parts 0026866	\$34.44	90-9000-4201	Small wrenches and pipe sealant
05/06/2019	Co Motor Parts 0026866	\$18.74	10-1134-4205	Zip ties for tennis court
05/07/2019	Co Motor Parts 0026866	\$67.95	10-1134-4205	Zip ties for tennis court
05/08/2019	Co Motor Parts 0026866	\$103.98	10-1133-4205	Hydraulic oil
05/09/2019	Co Motor Parts 0026866	\$26.98	90-9000-4892	Parts for work order
05/20/2019	Co Motor Parts 0026866	\$62.46	10-1133-4205	Tail lamp for #10-04
05/21/2019	Co Motor Parts 0026866	\$70.12	90-9000-4892	Wax and rags for work orders
05/21/2019	Co Motor Parts 0026866	\$31.93	90-9000-4201	Brass air fittings for air system in shop and sockets for dock use only
05/23/2019	Co Motor Parts 0026866	\$11.46	90-9000-4201	Hose fitting for pressure washer hose
05/14/2019	Co Summit Co Svs	\$13.55	10-0010-2601	Plat recording fees
05/14/2019	Co Summit Co Svs	\$13.55	10-0010-2601	Plat recording fees
05/14/2019	Co Summit Co Svs	\$13.54	10-0010-2601	Plat recording fees
05/01/2019	Cocpa	\$360.00	10-1110-4210	Annual Membership Renewal
05/21/2019	College Transcript	\$5.00	10-1150-4605	College Transcript Fun Club
04/29/2019	Colorado Analytical	\$1,357.00	40-4000-4250	Required Well testing
05/01/2019	Colorado Analytical	\$716.00	40-4000-4250	Required water testing
05/17/2019	Colorado Analytical	\$420.00	40-4000-4250	Required water testing
05/22/2019	Colorado Association Of C	\$425.00	10-1121-4227	Conference registration fees
05/15/2019	Colorado Mountain Cleaner	\$104.39	10-1121-4270	PD uniform cleaning
04/29/2019	Colorado Mtn News Media A	\$571.40	10-1110-4265	Recruiting - newspaper ads
05/02/2019	Colorado Mtn News Media A	\$2,969.16	10-1110-4265	Recruiting - newspaper ads
05/07/2019	Colorado Mtn News Media A	\$32.79	10-1119-4306	Planning Commission noticing
05/10/2019	Colorado Mtn News Media A	\$1,000.00	10-1118-4265	Digital advertising
05/10/2019	Colorado Mtn News Media A	\$488.88	90-9000-4444	Ads for Touch a Truck/"Big Dig" awareness event
05/10/2019	Colorado Mtn News Media A	\$1,222.20	10-1150-4265	Ads for Run the Rockies Series
05/10/2019	Colorado Mtn News Media A	\$198.00	10-1160-4265	Front page tubing ads

05/20/2019	Colorado Mtn News Media A	\$369.48	10-1115-4265	Legal notices
05/10/2019	Colorado Municipal Clerks	\$35.00	10-1115-4227	Election training
04/26/2019	Colorado Municipal League	\$320.00	10-1111-4227	Conference registration
05/13/2019	Comcast Cable Comm	\$755.28	90-9000-4203	Marina cable
05/13/2019	Comcast Cable Comm	\$286.10	80-8000-4203	VIC cable
05/13/2019	Comcast Cable Comm	\$2,107.59	10-1110-4203	All other cable
05/08/2019	Craigslist.Org	\$15.00	10-1110-4265	Recruiting- online ads
05/08/2019	Craigslist.Org	\$15.00	10-1110-4265	Recruiting- online ads
05/08/2019	Custmlanyardlanyards	\$470.22	10-1140-4868	Lanyards for BBQ
05/14/2019	Dana Kepner Company/hdq	\$187.52	40-4000-4425	Dual check backflow device
05/17/2019	Dana Kepner Company/hdq	\$2,184.18	40-4000-4425	Water meter replacements
05/07/2019	Dencol Supply Company	\$8,166.48	90-9000-4444	Marina street guard rails
05/23/2019	Denver Industrial Sales A	\$98.00	10-1131-4403	Asphalt rakes
05/13/2019	Denver Post Circulation	\$11.99	10-1115-4210	Denver Post Circulation online
05/07/2019	Discountmugs.Com	\$5,769.89	10-1140-4868	Gift for BBQers
05/02/2019	Displays2go	\$466.69	90-9000-4200	Awning computer stands
05/01/2019	Dmi* Dell Bus Online	\$1,130.87	10-1110-4704	Laptop - replacement
05/26/2019	Dnh*godaddy.Com	\$8.47	10-1118-4655	Domain name renewal TownofFriscoEvents.com
05/23/2019	Dog Waste Depot	\$634.95	80-8000-4589	Mutt mitts
05/24/2019	Downtown Colorado, Inc	\$225.00	10-1115-4210	Town of Frisco Renewal
05/07/2019	Dropbox*d8ml6wt13tv5	\$9.99	10-1119-4210	Dropbox subscription
05/22/2019	Dss*achievmntproducts	\$54.02	10-1150-4605	Camp Supplies
05/06/2019	Ennis Paint Inc	\$2,761.37	10-1131-4403	Parking striping supplies and paint
05/22/2019	Escaperoombreck	\$272.00	10-1150-4605	Staff Training Team Building
05/22/2019	Escaperoombreck	\$272.00	10-1150-4602	Staff Training Team Building
05/03/2019	Ex	\$148.95	10-1121-4218	Supplies for Shooting Range - PD

05/13/2019	Ex	\$32.82	10-1121-4218	Supplies for Shooting Range - PD
05/18/2019	Facebk 8bfstkja52	\$556.90	10-1118-4265	Promoted post Run the Rockies and summer camp hiring
05/18/2019	Facebk 8bfstkja52	\$50.00	10-1150-4265	Promoted post for Night at the Museum
05/18/2019	Facebk 8bfstkja52	\$143.10	20-2000-5079	Promoted posts for Parks Master Plan meetings
04/30/2019	Facebk Dz6hzj2a52	\$50.00	10-1118-4265	Promoted post Easter Egg Hunt
04/30/2019	Facebk Dz6hzj2a52	\$144.94	10-1150-4265	Promoted post Run the Rockies
04/30/2019	Facebk Dz6hzj2a52	\$31.94	90-9000-4444	Promoted post Touch a Truck/"Big Dig" awareness
05/08/2019	Fastenal Company01	\$32.93	10-1133-4205	Bin stock
05/09/2019	Fastenal Company01	\$8.72	90-9000-4205	Lug nuts for UTV
05/17/2019	Fastenal Company01	\$1,446.00	90-9000-4444	Anchor bolts
05/23/2019	First Aid Products Onl	\$68.02	10-1150-4605	Spill Kits
05/08/2019	Fish-N-Map Company Inc	\$137.23	90-0090-1651	Res Maps
05/24/2019	Footes Rest Sweet Shopp	\$10.35	10-1118-4265	Media Gifts
04/30/2019	Forestry Suppliers Inc	\$186.59	20-2000-5066	Tools for summer trail construction and maintenance
05/08/2019	Forestry Suppliers Inc	\$164.61	10-1130-4270	Safety vest
05/20/2019	Frisco Historic Park & Mu	-\$28.12	10-1160-4221	Refund Museum RecTrac Test Transaction
05/20/2019	Frisco Historic Park & Mu	-\$32.51	10-1160-4221	Refund Museum RecTrac Second Test Transaction
05/20/2019	Frisco Historic Park & Mu	\$28.12	10-1160-4221	Museum RecTrac Test Transaction
05/20/2019	Frisco Historic Park & Mu	\$32.51	10-1160-4221	Second Museum RecTrac Test Transaction
05/01/2019	Galls	\$343.74	10-1121-4270	PD Uniforms
05/20/2019	George T Sanders 02	\$328.18	10-1132-4207	Vent pipe repair at Day Lodge
05/24/2019	Geowater Services	\$180.00	40-4000-4250	Required water testing
05/10/2019	Gokeyless	\$645.12	90-9000-4207	New keypad lock for marina restroom
04/26/2019	Grainger	\$85.32	10-1131-4403	Streets department supplies
05/24/2019	Grainger	\$139.29	10-1131-4403	Gate valve for Sweeper
05/02/2019	Greers Appliance Center	\$85.00	10-1160-4409	Disposal of old refrigerator
05/01/2019	Hacienda Real	\$34.20	10-1115-4227	Lunch with council member
05/23/2019	Historic Happy Cooker	\$102.58	80-8000-4227	Staff team building training
05/11/2019	Historic Rail Adventures	\$153.00	80-8000-4227	Staff team building training

04/30/2019	Hooks And Lattice	\$1,259.64	80-8000-4589	Hanging flower basket liners
04/27/2019	Hotel Frisco	\$120.68	10-1121-4276	PD community assistance
04/30/2019	Htl*hightail	\$159.99	10-1118-4655	File sharing site/service annual subscription
05/21/2019	Identogo - Co Fingerprint	\$49.50	10-1110-4250	CBI Background Check
05/21/2019	Identogo - Co Fingerprint	\$49.50	10-1110-4250	CBI Background Check
05/21/2019	Identogo - Co Fingerprint	\$49.50	10-1110-4250	CBI Background Check
05/21/2019	Identogo - Co Fingerprint	\$49.50	10-1110-4250	CBI Background Check
05/23/2019	Identogo - Co Fingerprint	\$49.50	10-1110-4250	CBI Background Check
05/23/2019	Identogo - Co Fingerprint	\$49.50	10-1110-4250	CBI Background Check
05/24/2019	Identogo - Co Fingerprint	\$49.50	10-1110-4250	CBI Background Check
05/09/2019	Ikea Click & Collect 3258	\$1,130.00	10-1118-4233	Office furniture- 2 tables and 8 chairs
05/09/2019	Ikea Click & Collect 3258	\$493.67	10-1150-4703	Office furniture- 1 table and 3 chairs
05/13/2019	In *a To Z Recreation	\$244.00	80-8000-4585	Walter Byron Park playground repair
05/12/2019	In *a.C.T., Inc.	\$3,900.00	10-1140-4863	BBQ Mapping Software
04/26/2019	In *aloe Care Internation	\$414.95	90-0090-1651	Retail Sunscreen
05/10/2019	In *custom Pins	\$633.50	10-1140-4868	Gift for BBQers - custom logo pins
05/23/2019	In *hala Gear	\$4,140.90	90-0090-1651	Paddle boards.
05/09/2019	In *high Country Waterwor	\$1,390.00	10-1132-4207	Backflow testing; Backflow repair
05/09/2019	In *high Country Waterwor	\$250.00	80-8000-4589	Backflow testing; Backflow repair
05/09/2019	In *high Country Waterwor	\$120.00	40-4000-4250	Backflow testing; Backflow repair
05/09/2019	In *high Country Waterwor	\$420.00	10-1132-4207	Backflow testing; Backflow repair
04/30/2019	In *house Of Signs And Si	\$150.00	80-8000-4588	Disc Golf tee markers
05/08/2019	In *house Of Signs And Si	\$150.00	80-8000-4588	Disc Golf tee markers
05/07/2019	In *identitylinks Inc.	\$2,178.80	10-1140-4868	Gifts for BBQers - custom meat thermometers
05/03/2019	In *rocky Mountain Coffee	\$43.75	10-1110-4233	Coffee for All Staff
05/18/2019	In *stasher, Inc.	\$1,098.25	10-1110-4277	Green Team gift for staff - food storage bags and pouches for plastic reduction
04/30/2019	In *the Balance Sheet, LI	\$44.00	10-1110-4233	Document destruction service
04/30/2019	In *the Balance Sheet, LI	\$130.00	10-1110-4233	Document destruction service
05/11/2019	In *walking Mountains	\$50.00	10-1150-4605	Field Trip Deposit

05/01/2019	Indeed	\$21.60	10-1121-4210	Advertising for Police Officer and CSO -April 2019
05/01/2019	Indeed	\$87.63	10-1110-4265	Recruiting- online ads
05/13/2019	Indiana Ticket Company In	\$2,171.83	10-1140-4868	Custom Hogbacks
05/02/2019	Indust Health Serv Networ	\$43.90	10-1110-4250	CDL administration
05/10/2019	Infinity Certified Weldin	\$102.58	90-9000-4444	Rod welding
05/21/2019	Infinity Certified Weldin	\$164.40	90-9000-4201	Gas for small torches.
05/01/2019	Intl Code Council Inc	\$209.00	10-1119-4227	ICC Permit Tech Certification Testing Fee
05/22/2019	J J Keller & Associates	\$192.35	10-1133-4205	Driver inspection books
05/06/2019	Johnson Outdoor Wtrcra	\$9,834.35	90-9000-4460	Rental kayaks and canoes
05/06/2019	Johnson Outdoor Wtrcra	\$6,557.62	90-0090-1651	Retail boats and special order
05/06/2019	Johnson Outdoor Wtrcra	\$907.56	90-0090-1651	Special order rudders
05/09/2019	Kaupas Water Labs lwc	\$9.59	90-9000-4892	Parts for work order
05/17/2019	Kois Brothers Equipment	\$166.17	10-1133-4205	Quick couplers
05/23/2019	Kois Brothers Equipment	\$52.98	10-1131-4403	Lock rings for Sweeper
05/10/2019	Krystal Broadcasting Inc	\$266.00	10-1150-4265	Radio ads Run the Rockies
04/26/2019	Kum & Go #948	\$18.41	10-1121-4276	PD Community Support
05/17/2019	Kum & Go #948	\$30.00	10-1121-4276	PD Community Support
05/01/2019	Lawson Products	\$120.19	90-9000-4201	Operating supplies including: Nuts, bolts, drill bits, hand wipes, and zip ties
05/10/2019	Loaf N Jug #0048	\$10.36	10-1125-4890	Ice for Night at the Museum
05/10/2019	Loaf N Jug #0048	\$7.77	10-1125-4890	ice for night at the museum
05/18/2019	Loaf N Jug #0048	\$5.18	10-1140-4809	Ice for town clean up day
05/23/2019	Loaf N Jug #0048	\$18.85	10-1121-4233	Dillon Dam Security Task Force Meeting
04/26/2019	Lowes #03206	\$56.78	10-1132-4207	Old Town Hall plumbing
04/26/2019	Lowes #03206	\$3.68	10-1160-4205	Spring for door latch
04/26/2019	Lowes #03206	\$108.11	10-1160-4409	Shop Vac and Dirt Jump Supplies
04/29/2019	Lowes #03206	\$90.36	10-1132-4207	Town Hall stairs; Shed roof
04/29/2019	Lowes #03206	-\$19.96	10-1132-4207	Credit Voucher
04/29/2019	Lowes #03206	\$392.88	10-1132-4207	Historic Park heater; Town Hall lights
04/30/2019	Lowes #03206	\$152.98	80-8000-4589	Meadow Creek Park bridge repair
04/30/2019	Lowes #03206	\$204.05	80-8000-4589	Landscape supplies
04/30/2019	Lowes #03206	\$395.18	10-1132-4207	Council Chamber lights
05/01/2019	Lowes #03206	\$326.23	10-1132-4207	Repair supplies
05/01/2019	Lowes #03206	\$24.72	10-1121-4218	Supplies for Range

05/01/2019	Lowes #03206	\$691.02	10-1131-4403	Truck tools
05/01/2019	Lowes #03206	\$8.02	80-8000-4589	Meadow Creek Park bridge repair
05/02/2019	Lowes #03206	\$184.89	90-9000-4201	Marina Operating supplies
05/02/2019	Lowes #03206	\$164.80	10-1132-4207	Town Hall lighting
05/02/2019	Lowes #03206	\$288.84	80-8000-4589	Fence hardware supplies
05/06/2019	Lowes #03206	\$41.40	10-1125-4207	Historic Park building maintenance supplies
05/06/2019	Lowes #03206	-\$4.31	10-1160-4409	Return of Tax
05/07/2019	Lowes #03206	\$23.90	10-1132-4207	WiFi supplies
05/08/2019	Lowes #03206	\$120.61	10-1132-4207	Heat tape
05/08/2019	Lowes #03206	\$20.29	40-4000-4201	Conduit prep for Water Treatment Plant
05/08/2019	Lowes #03206	\$49.42	10-1131-4403	Screw driver set
05/09/2019	Lowes #03206	\$178.52	90-9000-4444	Bench grinder; Mirror
05/09/2019	Lowes #03206	\$7.98	10-1133-4205	Bench grinder; Mirror
05/09/2019	Lowes #03206	\$47.54	80-8000-4589	Landscape supplies; Disc Golf hardware
05/10/2019	Lowes #03206	\$82.15	10-1132-4207	Town Hall stairs
05/10/2019	Lowes #03206	\$36.93	10-1132-4207	Town Hall stairs
05/10/2019	Lowes #03206	\$33.16	10-1131-4403	Shovel
05/11/2019	Lowes #03206	\$30.90	10-1132-4207	Town Hall stairs
05/13/2019	Lowes #03206	\$47.39	80-8000-4589	Landscape supplies
05/13/2019	Lowes #03206	\$22.45	80-8000-4589	Irrigation supplies
05/14/2019	Lowes #03206	\$270.67	10-1132-4207	Smoke detectors; Fence work
05/14/2019	Lowes #03206	\$77.44	10-1170-4205	Replacement padlock and timberlock screws for repairing snow fences
05/15/2019	Lowes #03206	\$11.96	40-4000-4201	Operating supplies
05/15/2019	Lowes #03206	\$40.56	10-1160-4409	Hardware and supplies for bike park
05/16/2019	Lowes #03206	\$41.20	10-1132-4207	Heat tape
05/16/2019	Lowes #03206	\$29.83	10-1132-4207	Heat tape
05/17/2019	Lowes #03206	\$13.87	80-8000-4589	Irrigation supplies
05/21/2019	Lowes #03206	\$314.99	90-9000-4201	Marina Operating supplies
05/23/2019	Lowes #03206	\$64.40	10-1132-4207	Keys; Day Lodge signs
05/24/2019	Lowes #03206	\$75.20	10-1132-4207	Employee housing repairs
05/24/2019	Lowes #03206	\$81.91	10-1160-4409	Shop Supplies
05/03/2019	Majestic Mountain Move	\$350.00	10-1140-4804	Moving costs for event supplies - deposit
05/17/2019	Mod Pizza Pdx Airport 33	\$18.47	10-1160-4227	Conference - meal
05/22/2019	Moose Jaw	\$300.45	90-9000-4227	Staff welcome to the marina lunch
05/16/2019	Mountain Pest Control	\$115.00	10-1134-4400	Meadow Creek Park squirrels
05/16/2019	Mountain Pest Control	\$50.00	10-1134-4400	Rodent control
04/30/2019	Mountain Rentals Inc	\$8,836.40	90-9000-4460	Hobie Stand-Up paddleboards
05/10/2019	Murdochs Ranch &home #31	\$36.96	90-9000-4444	Welding supplies
05/22/2019	Murdochs Ranch &home #31	\$39.99	10-1133-4205	Frame trailer jack

05/02/2019	Mutt Mitt	\$933.83	10-1131-4403	Main St. mutt mitts
05/09/2019	Next Page Books And Nosh-	\$7.61	80-8000-4227	Meeting
05/22/2019	Next Page Books And Nosh-	\$7.38	80-8000-4227	Meeting
05/13/2019	Nrpa Housing	\$606.39	10-1150-4227	Conference lodging
05/13/2019	Nrpa-Congress	\$485.00	10-1150-4227	Conference Registration
05/09/2019	Officemax/Depot 6604	\$72.35	10-1133-4205	Office supplies
05/09/2019	Officemax/Depot 6604	\$28.78	10-1133-4205	Files
05/26/2019	Officemax/Depot 6604	\$22.78	90-9000-4200	Office Supplies
05/01/2019	Ohv Boat Snow Coparkivrs	\$60.25	90-9000-4208	Old Fishing Boat Registration
05/02/2019	Opentip.Com	\$413.99	10-1140-4868	Gifts for Whiskey Tour participants
05/22/2019	Otc Brands, Inc.	\$457.96	10-1111-4229	4th of July parade candy
05/23/2019	Otc Brands, Inc.	\$165.63	10-1140-4868	Kids Q Aprons
05/08/2019	Paddle.Net* Wordartcom	\$4.99	10-1111-4612	Circle word cloud for Council Strategic Plan document
05/17/2019	Paddle.Net* Wordartcom	\$4.99	10-1111-4612	Vision word cloud for Council Strategic Plan document
05/04/2019	Paddlesandoars Com	\$508.58	90-9000-4208	Rental Sup Paddles
05/04/2019	Paddlesandoars Com	\$430.57	90-0090-1651	Retail SUP Paddle
05/22/2019	Paddlesandoars Com	\$250.87	90-9000-4208	Retail Paddles
05/25/2019	Pandora	\$5.13	10-1160-4401	Music Service for FAP Day Lodge
05/01/2019	Paypal	\$2,100.00	10-1140-4804	Bike stunt team for July 4th
05/01/2019	Paypal	\$149.70	10-1125-4891	Books for Resale
05/13/2019	Paypal	\$33.00	40-4000-4202	GPS unit shipping
05/23/2019	Pbi*leasedequipment	\$446.52	20-2000-4195	Pitney Bowes Lease Equipment
05/21/2019	Peak Performance Imaging	\$500.00	20-2000-4195	Color Plotter repair
05/23/2019	Peak Performance Imaging	\$374.56	20-2000-4195	Copier meter reading
05/17/2019	Pederson Flooring Rover I	\$579.22	10-1132-4207	Town-owned housing - Bedroom carpet repair
05/19/2019	Peppinos Pizza & Subs	\$60.49	10-1121-4233	New officer training
05/21/2019	Peppinos Pizza & Subs	\$37.64	10-1121-4233	Mini Police Academy
05/10/2019	Petco 2434 63524342	\$73.92	90-9000-4200	Fish food, tank items, and snails for tank
05/22/2019	Pinnacol Assurance	\$14,873.00	10-1110-4502	Workers compensation insurance premiums

05/07/2019	Polar Leasing Company	\$2,710.03	10-1140-4869	Refrigerated Truck for BBQ
05/10/2019	Polo/RI Silverton 147	\$23.99	90-9000-4270	Office uniforms
05/10/2019	Polo/RI Silverton 147	\$456.37	90-9000-4270	Office uniforms
05/15/2019	Polo/RI Silverton 147	\$35.98	90-9000-4270	Office Uniforms
05/06/2019	Psf Ccom And Spinecare	\$235.00	10-1130-4250	CDL tests
05/08/2019	Rac Transport Co Inc	\$687.47	90-9000-4444	Marina freight charges
05/06/2019	Rainbow Racing System Inc	\$166.18	80-8000-4588	Race bibs for mountain goat series
05/17/2019	Rams Head	\$15.00	10-1160-4227	Training - meal
05/20/2019	Raneys Inc.	\$171.05	10-1133-4205	Replacement fender for #14-07
04/26/2019	Rc Special Events	\$1,018.02	10-1118-4590	Furniture rental for Denver Media Preview Event
05/19/2019	Red Mango - 598	\$15.90	10-1115-4227	Conference - Meal
05/06/2019	Rescue Essentials	\$178.99	10-1121-4218	Medical kit for Shooting Range - PD
05/14/2019	Restroom Strategic Restro	\$74.99	90-9000-4207	Water filter for bottle filler
05/03/2019	Rightsignature	\$24.00	90-9000-4210	Online contracts and waivers
04/30/2019	Rocky Mountain Coffee Roa	\$6.27	10-1118-4227	Coffee meeting
05/24/2019	Rocky Mountain Coffee Roa	\$9.07	10-1118-4265	Media Gifts
05/12/2019	Rocky Mountain Laundries	\$8.00	10-1125-4890	Night at the Museum Linens Laundry
05/08/2019	Rocky Mountain Sunscreen	\$253.71	10-1150-4605	Sunscreen for Fun Club
05/08/2019	Rocky Mountain Sunscreen	\$253.71	10-1150-4602	Sunscreen for Sports Camps
05/10/2019	Rocky Mtn Spring Water	\$59.90	10-1160-4401	Water Service for FAP Staff Breakroom in Basement
04/29/2019	Rogue Hoe	\$208.40	20-2000-5066	Summer trail construction and maintenance tools
05/09/2019	Safelite Autoglass	\$254.71	10-1133-4205	Windshield repair
05/09/2019	Safelite Autoglass	\$505.30	10-1133-4205	Windshield repair
05/23/2019	Safety And Construction	\$800.00	10-1131-4403	Traffic cones
05/01/2019	Safeway #0322	\$18.96	10-1118-4590	Food for Denver media preview event
04/25/2019	Safeway #0836	\$119.97	10-1125-4890	Night at the Museum Catering
05/01/2019	Safeway #0836	\$44.97	10-1118-4590	Decor for Denver BBQ media event

05/08/2019	Safeway #0836	\$9.78	20-2000-5093	Food for Wednesday Parks Meeting
05/10/2019	Safeway #0836	\$89.98	10-1125-4890	Night at the Museum Catering
05/10/2019	Safeway #0836	\$83.31	10-1125-4890	Night at the Museum supplies purchase
05/15/2019	Safeway #0836	\$31.05	20-2000-5079	Parks Meeting Cookies
05/16/2019	Safeway #0836	\$66.46	10-1119-4306	PC Meeting 5/16/2019
05/18/2019	Safeway #0836	\$139.80	10-1140-4809	Donuts for Town Clean Up Day
05/20/2019	Safeway #0836	\$36.90	90-9000-4227	Meals for Employee Training - Monday
05/21/2019	Safeway #0836	\$15.70	10-1121-4233	Mini Police Academy
05/22/2019	Safeway #0836	\$11.98	20-2000-5079	Parks Plan Open House Cookies
05/14/2019	Sanders True Value Hardw	\$172.26	10-1160-4409	Tools and supplies for bike park
05/14/2019	Sanders True Value Hardw	\$82.00	10-1170-4205	Misc nuts/bolts / gloves / motomix for chainsaw / chainsaw file and extra chain for trail crew
05/16/2019	Sanders True Value Hardw	\$121.96	10-1131-4403	Chain saw supplies
05/22/2019	Sanders True Value Hardw	\$41.85	80-8000-4589	Trash can chains
04/30/2019	Seattle Sports Co Inc	\$843.15	90-0090-1651	Retail kayak carts and dry bags
05/17/2019	Slope And Hatch	\$54.91	10-1133-4227	Conference - meal
05/04/2019	Smk	\$33.00	10-1110-4250	Survey Services
04/29/2019	Sp * Jds Marketing & S	\$201.64	10-1140-4865	Awards for Kid's Q competition
05/14/2019	Sp * Road Id, Inc.	\$48.60	80-8000-4588	Recreation race supplies
05/15/2019	Spectrum Mobile Services	\$75.00	10-1110-4203	Cellphone support contract
05/14/2019	Spinellis Pizza & Subs	\$91.50	10-1110-4229	Bus Advisory committee
04/30/2019	Spn	\$163.93	90-9000-4206	Service parts for UTV
05/14/2019	Spn	-\$76.97	90-9000-4206	Return of unused parts for repair of UTV
05/04/2019	Sprint *wireless	\$920.53	10-1110-4203	TH cellphones
05/04/2019	Sprint *wireless	\$282.21	40-4000-4203	WTP cellphones
05/04/2019	Sprint *wireless	\$347.40	90-9000-4203	Marina cellphones
05/08/2019	Sq *amich And Jenks	\$390.00	10-1121-4250	Polygraph for Rushton, Collins and Collins
05/13/2019	Sq *chem-Dry Carpet	\$500.00	10-1160-4477	Day Lodge Carpet Cleaning
05/13/2019	Sq *chem-Dry Carpet	\$225.00	10-1170-4477	Nordic Center Carpet Cleaning
04/30/2019	Sq *j & C Equipment Servi	\$280.00	10-1133-4205	Lift inspections
05/22/2019	Sq *outer Range, Inc.	\$25.00	10-1118-4265	Media Gifts
05/08/2019	Sq *summit County S	\$20.00	10-1125-4207	Name Tags

05/12/2019	Sq *summit County S	\$1,910.00	10-1140-4865	BBQ Trophy engraving and Ribbons
05/18/2019	Sq *summit County S	\$288.00	90-9000-4270	Name Tags
05/18/2019	Sq *summit County S	\$14.40	90-9000-4270	Name Tags
05/20/2019	Sq *summit County S	\$54.00	10-1150-4850	Name plate and tags
05/20/2019	Sq *summit County S	\$22.00	10-1115-4224	Name plate and tags
05/11/2019	Staples Direct	\$49.99	20-2000-4567	New furniture for 3rd and Granite building
05/23/2019	Staples Direct	\$13,691.75	20-2000-4567	New furniture for 3rd and Granite building
04/30/2019	Stapls7217307698000003	\$133.54	10-1110-4233	Plotter Paper
05/03/2019	Stapls7218035910000001	\$47.11	10-1110-4233	Cardstock, highlighters, paper and super glue
05/07/2019	Stapls7218035910000002	\$38.59	10-1110-4233	Cardstock for all staff
05/11/2019	Stapls7218536175000001	\$2.80	10-1115-4224	Staples for Deb
05/11/2019	Stapls7218536175000001	\$37.19	10-1110-4233	General supplies
05/11/2019	Stapls7218536175000002	\$68.99	10-1115-4224	Stapler for Deb
05/18/2019	Stapls7218950238000001	\$238.08	10-1119-4233	Ink, dishwash pods, and filling boxes
05/21/2019	Stapls7218950238000002	\$59.90	10-1150-4605	Binders
05/21/2019	Stapls7218954442000001	\$125.28	90-9000-4200	Office Supplies
05/23/2019	Stapls7218954442000002	\$9.99	90-9000-4200	Office Supplies
05/21/2019	Stapls7218954442000003	\$25.14	90-9000-4200	Office Supplies
05/24/2019	Stapls7219242231000001	\$44.95	10-1150-4605	Office Supplies
05/24/2019	Stapls7219242231000002	\$44.25	10-1150-4605	Office Supplies
05/15/2019	Statefoodsafetycom	\$31.00	90-9000-4227	Food Manager Certification
05/15/2019	Statefoodsafetycom	\$31.00	10-1160-4227	Food Manager Certification
05/08/2019	Sterling Backcheck	\$319.67	10-1110-4250	Background checks
04/30/2019	Stl	\$1,522.68	80-8000-4588	Prizes for Run the Rockies
05/01/2019	Strategic Fence And Wall	\$880.00	80-8000-4589	Summit Middle School fence repair
05/10/2019	Superior Ink Printing	\$5,122.00	10-1140-4868	Deposit on Tshirts for BBQ
05/07/2019	Sweetwater Sound	\$994.26	10-1140-4233	PA System for general event use
05/18/2019	Sysco Denver	\$1,602.89	10-1140-4809	Town Clean Up Day SYSCO Order
05/08/2019	Target 00015255	\$36.73	10-1110-4265	Recruiting - job fair
05/22/2019	Tavern West	\$75.00	10-1118-4265	Media Gifts
05/13/2019	Tce	\$71.72	10-1110-4250	Employer labor law posters
05/13/2019	Tce	\$71.72	10-1110-4250	Employer labor law posters
05/13/2019	Tce	\$71.72	10-1110-4250	Employer labor law posters
05/13/2019	Tce	\$71.72	10-1110-4250	Employer labor law posters

05/02/2019	The Association Of Marina	\$300.00	90-9000-4210	AMI Annual Membership Dues
05/15/2019	The Home Depot Pro	\$255.92	80-8000-4477	Restroom Supply
05/23/2019	The Home Depot Pro	\$495.87	10-1160-4401	New Dispensers and Supplies for Day Lodge and Nordic Center
05/01/2019	The Key People Company	\$775.62	10-1170-4477	April Nordic Restroom Cleaning
05/01/2019	The Key People Company	\$1,875.00	10-1160-4477	April Day Lodge Cleaning
05/02/2019	The Key People Company	\$1,985.00	10-1132-4207	April cleaning services
05/21/2019	The Key People Company	\$48.00	80-8000-4477	May Office Cleans & Recycling
05/21/2019	The Key People Company	\$145.00	80-8000-4477	May Office Cleans & Recycling
05/21/2019	The Key People Company	\$750.00	80-8000-4477	April Restroom Cleaning
05/07/2019	The Tech Air Companies	\$320.38	90-9000-4444	Band saw blades
05/14/2019	The Tech Air Companies	\$114.19	90-9000-4444	Welding supplies
05/13/2019	The Ups Store 1378	\$43.79	80-8000-4202	Postage UPS
05/25/2019	The Webstaurant Store	\$183.63	10-1160-4225	Additional Glassware for FAP Café
05/06/2019	Timberline Disposal Llc	\$1,154.24	10-1132-4411	Recycling services
05/23/2019	Time Park Lot 16	\$16.00	10-1115-4227	Parking, Denver, Employment Law Conference
05/01/2019	Tlo Transunion	\$50.00	10-1121-4210	Data base subscription
05/08/2019	Tmobile*postpaid Pda	\$55.87	10-1110-4203	Personal cell phone stipend
05/09/2019	Totallypromotional.Com	\$175.80	80-8000-4268	Promotional Sunglasses
05/18/2019	Treatment Technology	\$474.30	40-4000-4277	Well #7 bleach
05/09/2019	Tst* Butterhom Bakery &	\$14.34	10-1111-4229	Lunch with Council member
05/10/2019	Tst* Butterhom Bakery &	\$213.00	10-1125-4890	Night at the Museum Catering
05/15/2019	Tst* Feisty Pint	\$55.50	10-1133-4227	Conference Meal
05/16/2019	Tst* The Goat And Clover	\$40.47	10-1133-4227	Conference Meal
05/15/2019	Uline	\$348.38	90-0090-1651	Gatorade Packets - Get rid of Plastic bottles
05/25/2019	Uline	\$654.88	10-1140-4233	Events supplies - trash cans, zip ties
05/15/2019	Unbeatable.sale.Com, Inc.	\$193.82	90-9000-4201	Cable cutter to cut dock cables
05/03/2019	Upper Case Printing Ink	\$246.50	40-4000-4265	Water billing letter insert
05/23/2019	Us Airport Parking	\$82.08	10-1115-4227	Conference - Airport parking

05/20/2019	Usa Blue Book	\$635.00	10-1130-4233	Locate supplies for town projects
05/21/2019	Uscleanpro.Com	\$464.00	10-1125-4477	Frisco Historic Park & Museum April Cleaning
05/08/2019	Usps Po 0733840210	\$13.65	10-1121-4202	Postage PD
05/09/2019	Usps Po 0733840210	\$7.85	90-9000-4202	Postage to return parts
05/16/2019	Usps Po 0733840210	\$6.85	10-1121-4202	Abandoned vehicle notification
05/22/2019	Usps Po 0733840210	\$5.35	10-1121-4202	Postage PD
04/30/2019	Varco	\$138.21	10-1131-4403	Sweeper crown tube protector
05/02/2019	Vermont Systems Inc	\$198.92	90-9000-4704	Marina - Vermont Systems - Recreation Software - Monthly Hosting Fee
05/02/2019	Vermont Systems Inc	\$198.92	80-8000-4704	Info Center - Vermont Systems - Recreation Software - Monthly Hosting Fee
05/02/2019	Vermont Systems Inc	\$397.84	10-1110-4704	General Gov't - Vermont Systems - Recreation Software - Monthly Hosting Fee
05/13/2019	Vermont Systems Inc	\$583.12	10-1125-4233	Vermont Systems Hardware - FHPM
05/07/2019	Vistapr*vistaprint.Com	\$57.99	10-1121-4233	Staff business cards
05/18/2019	Vistapr*vistaprint.Com	\$26.99	10-1125-4233	Staff business cards
05/18/2019	Vistapr*vistaprint.Com	\$161.94	10-1121-4233	Staff business cards
05/15/2019	Vzwrlls*apocc Visb	\$56.63	40-4000-4203	WTP cellphones
05/15/2019	Vzwrlls*apocc Visb	\$350.76	10-1110-4203	All other cellphones
05/07/2019	Vzwrlls*bill Pay Vn	\$65.00	10-1110-4203	Personal cell phone stipend
05/09/2019	Vzwrlls*bill Pay Vw	\$65.50	10-1110-4203	Personal cell phone stipend
05/14/2019	Vzwrlls*bill Pay Vw	\$70.00	10-1110-4203	Personal cell phone stipend
04/29/2019	Vzwrlls*my Vz Vn P	\$65.14	10-1110-4203	Personal cell phone stipend
05/11/2019	Vzwrlls*my Vz Vn P	\$52.80	10-1110-4203	Personal cell phone stipend
05/21/2019	Vzwrlls*my Vz Vw P	\$70.00	10-1110-4203	Personal cell phone stipend
05/23/2019	Wagner Equip Co Parts	\$2,876.50	80-8000-4589	Genie rental
05/10/2019	Wagner Exchange, Llc	\$3,632.68	10-1133-4205	Warranty upgrades; Cutting edges
05/08/2019	Wagner Rents Silverthorn	\$256.80	10-1133-4205	CAT yellow paint
04/26/2019	Wal-Mart #0986	\$5.58	10-1160-4205	Water for Coolant Dilution
04/28/2019	Wal-Mart #0986	\$364.84	10-1132-4207	Council Chambers lights
04/30/2019	Wal-Mart #0986	\$21.62	10-1132-4207	Town Hall Council Chambers
04/30/2019	Wal-Mart #0986	\$46.56	90-9000-4201	Operating supplies
05/01/2019	Wal-Mart #0986	\$26.94	10-1118-4590	Decor for Denver BBQ media event
05/02/2019	Wal-Mart #0986	\$45.98	10-1133-4205	Shop supplies
05/09/2019	Wal-Mart #0986	\$23.76	10-1132-4207	Town Hall stairs
05/10/2019	Wal-Mart #0986	\$21.35	80-8000-4233	Office Supply
05/13/2019	Wal-Mart #0986	\$20.28	10-1119-4306	Planning Commission Meeting Soft Drinks
05/15/2019	Wal-Mart #0986	\$11.63	10-1110-4229	All Staff paper products

05/18/2019	Wal-Mart #0986	\$11.96	10-1134-4205	Purchase Wal-Mart #0986
04/26/2019	Wal-Mart #986	\$70.80	10-1121-4233	Office supplies
04/30/2019	Wal-Mart #986	\$17.05	10-1132-4207	Signage supplies
04/30/2019	Wal-Mart #986	\$9.97	10-1131-4403	Sign shop supplies
05/02/2019	Wal-Mart #986	\$20.26	10-1160-4409	Lacquer and paint brush
05/10/2019	Wal-Mart #986	\$13.81	90-9000-4200	Dish soap and cleaning supplies
05/10/2019	Wal-Mart #986	\$16.56	10-1110-4265	Pre-Collegiate Recruiting Supplies
05/13/2019	Wal-Mart #986	\$35.30	10-1118-4233	Office supplies
05/16/2019	Wal-Mart #986	\$32.72	80-8000-4589	Irrigation supplies
05/21/2019	Wal-Mart #986	\$219.76	10-1160-4205	Rotellas
05/23/2019	Wal-Mart #986	\$97.21	10-1150-4605	Camp Supplies
05/24/2019	Wal-Mart #986	\$23.76	90-9000-4201	Spray paint for shop
05/24/2019	Walmart.Com	\$24.94	10-1150-4605	Crates
05/01/2019	Waste Mgmt Wm Ezpay	\$126.00	10-1170-4401	Recycling for Day Lodge and Nordic Center
05/01/2019	Waste Mgmt Wm Ezpay	\$522.81	10-1160-4401	Trash Removal for Day Lodge and Nordic Center
05/01/2019	Waste Mgmt Wm Ezpay	\$253.60	10-1132-4207	1st & Main trash service
05/04/2019	Waste Mgmt Wm Ezpay	\$532.48	10-1132-4207	Public Works trash service
05/05/2019	Waste Mgmt Wm Ezpay	\$130.89	90-9000-4401	Trash and recycling pickup
05/05/2019	Waste Mgmt Wm Ezpay	\$281.49	10-1132-4207	Mary Ruth trash service
05/05/2019	Waste Mgmt Wm Ezpay	\$372.46	10-1132-4207	Town Hall trash service
05/05/2019	Waste Mgmt Wm Ezpay	\$155.65	10-1132-4207	Historic Park trash service
05/05/2019	Waste Mgmt Wm Ezpay	\$266.28	10-1132-4207	Old Town Hall trash service
05/08/2019	Wav*xcelitek Llc	\$2,903.00	10-1118-4655	Replacement of Main Street and Nordic Center webcams
05/02/2019	West Marine #400	\$49.51	90-9000-4201	Stainless screws and paint thinner
05/20/2019	Westin Coffee Bar	\$9.49	10-1115-4227	Conference - Meal
05/22/2019	Westin Coffee Bar	\$9.49	10-1115-4227	Conference - Meal
05/23/2019	Westin Hotel Bonaventure	\$875.75	10-1115-4227	Conference - Lodging
05/21/2019	Wgp Lalive 53433330	\$25.90	10-1115-4227	Conference - Meal
05/23/2019	Which Wich #425 Cater	\$220.91	10-1150-4605	Staff Lunch
05/01/2019	Wholefds Bmr 10218	\$102.34	10-1118-4590	Food for Denver media preview event
05/08/2019	Wholefds Fco #10470	\$174.29	80-8000-4227	Old Town Hall Park Meeting
05/13/2019	Wholefds Fco #10470	\$100.00	10-1110-4650	Health Fair - Gift card for raffle winner
05/14/2019	Wholefds Fco #10470	\$96.17	10-1111-4229	Council Dinner
05/14/2019	Wholefds Fco #10470	\$28.44	10-1111-4229	Council Dinner Supplies
05/14/2019	Wholefds Fco #10470	\$64.47	10-1110-4229	All Hands meeting food
05/14/2019	Wholefds Fco #10470	\$191.47	10-1110-4650	All Hands Breakfast
04/26/2019	Wilcor International	\$621.32	90-0090-1651	Retail Items - Marina
05/16/2019	Wilcor International	\$182.15	90-9000-4208	Throwable Cushions - marina rental fleet

05/25/2019	Www Costco Com	\$176.64	10-1150-4605	Camp Snacks
04/30/2019	Www.Northernsafety.Com	\$151.08	10-1131-4270	Safety supplies
04/30/2019	Www.Northernsafety.Com	\$10.81	10-1134-4270	Safety supplies
04/30/2019	Www.Northernsafety.Com	\$46.85	10-1134-4270	Safety supplies
04/30/2019	Www.Northernsafety.Com	\$104.53	10-1134-4270	Safety supplies
05/20/2019	Yard House 0108321	\$16.16	10-1115-4227	Conference - Meal
05/21/2019	Yellowlift	\$259.00	90-9000-4895	Shackles for new dock anchors
05/23/2019	Yellowlift	\$129.50	90-9000-4895	Shackles for new dock anchors
		<u>\$220,323.44</u>		



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN SUMMIT COUNTY AND TOWN OF FRISCO, JOINING OTHER TOWNS IN SUMMIT COUNTY REGARDING THE IMPLEMENTATION OF FIRE RESTRICTIONS THROUGHOUT SUMMIT COUNTY, COLORADO
DATE: JUNE 25 , 2019

Summary and Background: Currently, each Town in Summit County and Summit County itself have their own procedures for entering and exiting fire restrictions although the criteria, policies, and implementation of fire bans typically occur in similar fashion within similar time frames.

For the past several months, representatives from Summit County, each Town, Fire Districts, USFS, and emergency personnel have been meeting to determine if an opportunity exists to enter into an IGA streamlining the policies, and process for entering and exiting fire ban periods to make it seamless for the agencies and ensuring all public messaging and information is unified.

As a result of these meetings, the attached IGA has been drafted, and adopted by the Summit County Board of Commissioners. The attached IGA has been reviewed by the Town of Frisco Town Attorney and includes his recommended amendments ensuring the Town reserves the right to enter and exit fire restrictions at its sole discretion.

Analysis: The purpose of the proposed Intergovernmental Agreement (IGA) is to memorialize the parties' agreement to cooperate in the development and implementation of uniform fire restrictions in Summit County and the Towns, which will promote uniform messaging to locals and visitors alike.

The Fire Restriction Process: The County will use the criteria and process as explained in the attached IGA "Exhibit A" to determine when conditions warrant entering Stage 1 or Stage 2 Fire Restrictions. Should more information be needed to make a determination, the County may also use the criteria and process explained in the attached IGA "Exhibit B."

Stage 1: When the County enters Stage 1 Fire Restrictions, notice will be given within 24 hours to the Towns. After adopting the IGA, the Towns, at their discretion may also enter into Stage 1 Restrictions. Stage 1 permitted and prohibited activities are further outlined in IGA "Exhibit C."

Stage 2: When the County is in Stage 1 Fire Restrictions and determines the need to enter Stage 2, notice will be given within 24 hours to the Towns. After adopting the IGA, the Towns, at

their discretion may also enter into Stage 2 Restrictions. Stage 2 prohibited activities are further outlined in IGA”Exhibit C.”

Any changes to Exhibit C shall be made by mutual agreement between the Parties and then incorporated into the Agreement.

Financial Impact: There is no financial impact to the Town of Frisco by adopting the attached IGA between Summit County and the Towns. However, there may be costs associated with entering and exiting Stage 1 and Stage 2 fire restrictions as it relates to staffing, inspection, and enforcement.

Alignment with Strategic Plan: The criteria for entering/exiting Stage 1 and Stage 2 aligns with Town Council’s Strategic Priority, Sustainable Environment.

Staff Recommendation: It is the recommendation of the Town Manager that the Council provide direction to the Town Attorney and Town Manager to bring forward the IGA and necessary amendments to the Town’s Code in order to align with the new county process.

Attachments:

1. Resolution Approving Intergovernmental Agreement (IGA)
2. IGA Between Summit County and Town of Frisco Regarding Fire Restrictions In Summit County, Colorado (IGA includes Exhibits “A,” “B,” and “C”)

Reviews and Approvals:

This report has been written by Nancy Kerry, Town Manager.
Reviewed by Bonnie Moniet, Finance Director

Attachment 1

RESOLUTION FOR ADOPTION

TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 19-24

A RESOLUTION OF THE TOWN OF FRISCO, COLORADO APPROVING INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN SUMMIT COUNTY AND TOWN OF FRISCO REGARDING THE IMPLEMENTATION OF FIRE RESTRICTIONS THROUGHOUT SUMMIT COUNTY, COLORADO

WHEREAS, fire restrictions are necessary to protect the public health, safety and welfare of the residents of Summit County; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize the use of intergovernmental agreements for the efficient and economical provision of governmental services; and

WHEREAS, the State of Colorado has by statute expressly granted the Parties authority to ban open fires and fireworks to a degree and manner it deems necessary to reduce the danger of wildfires § 30-15-401(1)(n.5) and (n.7), C.R.S., § 31-15-601(1)(j) C.R.S.; and

WHEREAS, the Parties believe that the cooperative regulation of implementing fire restrictions in their respective municipalities will provide an efficient and effective means of implementing and enforcing said restrictions.

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

The Frisco Town Council hereby approves the attached Intergovernmental Agreement Between Summit County and Town of Frisco Regarding the Implementation of Fire Restrictions Throughout Summit County, Colorado

INTRODUCED, READ AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO THIS 25th DAY OF JUNE 2019.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

Attachment: Intergovernmental Agreement with Exhibits "A," "B," and "C"

Attachment to Resolution

Intergovernmental Agreement
Between Summit County and Town of Frisco
Including Exhibits A, B, and C

INTERGOVERNMENTAL AGREEMENT
REGARDING THE IMPLEMENTATION OF FIRE RESTRICTIONS IN SUMMIT
COUNTY, COLORADO

This Intergovernmental Agreement Regarding the Implementation of Fire Restrictions in Summit County, Colorado (“IGA”), is hereby made and entered into this _____ day of _____, 2019, by and between the Towns of Breckenridge, Blue River, Dillon, Frisco, Montezuma and Silverthorne (the “Towns”) and Summit County Government (the “County”) regarding the implementation of fire restrictions in Summit County, Colorado. The Towns and County shall hereafter be referred to together as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, fire restrictions are necessary to protect the public health, safety and welfare of the residents of Summit County;

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article 1, Title 29, C.R.S., encourage and authorize the use of intergovernmental agreements for the efficient and economical provision of governmental services;

WHEREAS, the State of Colorado has by statute expressly granted the Parties authority to ban open fires and fireworks to a degree and manner it deems necessary to reduce the danger of wildfires § 30-15-401(1)(n.5) and (n.7), C.R.S., § 31-15-601(1)(j) C.R.S.;

WHEREAS, the Parties believe that the cooperative regulation of implementing fire restrictions in their respective municipalities will provide an efficient and effective means of implementing and enforcing said restrictions.

NOW, THEREFORE, in consideration of the premises and of the respective covenants and undertakings of the parties hereto, the Parties agree as follows:

A. **Purpose**. The purpose of this IGA is to memorialize the Parties’ agreement to cooperate in the development and implementation of uniform fire restrictions in Summit County and the Towns. The County and Towns reserve the right to enter and exit fire restrictions at their sole discretion.

B. **Fire Restriction Process**. The County will use the criteria and process attached hereto as Exhibit A and incorporated herein by this reference, to determine when conditions warrant entering Stage 1 or Stage 2 Fire Restrictions. Should more information be needed to make a determination, the County may also use the criteria and process attached hereto as Exhibit B and incorporated herein by this reference, to determine when conditions warrant entering Stage 1 or Stage 2 Fire Restrictions.

When the County enters Stage 1 Fire Restrictions, notice will be given within 24 hours to the Towns. The Towns, at their discretion, may then enter into Stage 1 Restrictions as well, following

any required processes for the implementation. Stage 1 permitted and prohibited activities are further outlined in Exhibit C.

When the County is in Stage 1 Fire Restrictions and enters Stage 2 Fire Restrictions, notice will be given within 24 hours to the Towns. The Towns, at their discretion, may then enter into Stage 2 Restrictions as well, following any required processes for the implementation. Stage 2 prohibited activities are further outlined in Exhibit C.

Any changes to Exhibit C shall be made by mutual agreement between the Parties and then incorporated into this Agreement.

C. Adoption of Ordinances or Resolutions. The Parties shall each consider the adoption of such ordinances or resolutions as may be necessary to implement the intent and provisions of this IGA. Each Party reserves the right to adopt such ordinances, rules or regulations as it may deem appropriate or necessary, in its sole discretion.

D. Participation. The Parties agree that participation in this IGA is voluntary. The Parties may withdraw from this IGA at any time.

E. General Provisions.

1. Entire Agreement. This IGA constitutes the entire agreement and understanding between the Parties on the subject matter hereof, and supersedes any prior agreements or understandings relating to the subject matter of this IGA, except for other written agreements and understandings referred to herein.

2. Modifications. No modification or waiver of this IGA, or modification of any covenant, condition, or provision herein contained, shall be valid unless said modification is approved by each of the Parties in writing.

3. Severability. All agreements and covenants contained herein are severable, and in the event that any such agreement or covenant is held invalid, by a court of competent jurisdiction, this IGA shall be interpreted as if such invalid agreement or covenant were not contained herein.

4. Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA, and all rights and actions relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this IGA shall give or allow any such claim or right of action by any other or third person. It is the express intention of the Parties that any person or entity other than the Parties receiving services or benefits arising from the performance of this IGA shall be deemed to be an incidental beneficiary only.

5. Applicable Law; Governing Law; Venue. The Parties shall endeavor to adhere to all applicable federal, state, and local laws, rules, and regulations that have been or may hereafter be established. This IGA shall be interpreted in all respects in accordance with the laws of the State of Colorado. Venue for any action concerning this IGA or the matters provided for herein shall be proper solely in the Summit County District Court.

6. Governmental Immunity. No Party hereto intends to waive, expressly or implicitly, by any provision of this IGA, the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended from time to time, or any other privilege or immunity provided by law.

7. Appropriation of Funds.

a. Notwithstanding anything herein to the contrary, the obligations of each individual Party under this IGA shall be, where appropriate, subject to the annual appropriation, by that Party's governing body, of funds sufficient to meet those obligations provided herein. In the event that sufficient funds are not so appropriated by any Party, as required hereunder, this IGA may be terminated by any Party. Upon the termination of this IGA by one Party, this IGA shall continue as to the other Parties, unless otherwise agreed by the other Parties.

b. No obligation provided in this IGA is intended to or shall be interpreted to constitute a multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

8. Obligations. Except as otherwise stated herein, each Party is required to carry out and perform all the obligations of a Party under this IGA independently of the actions of any and all other Parties. No Party shall be responsible or liable for the failure of any other Party to perform its obligations herein.

9. Waiver. The failure of any Party to exercise any of its rights under this IGA shall not be deemed to be a waiver of any rights provided for under this IGA.

10. Attorney's Fees. If an action is brought to enforce this IGA, the prevailing party shall be entitled to reasonable attorney's fees and costs.

11. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this IGA.

12. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successor governing boards.

13. Approval by Governing Boards or other Authority. In accordance with Section 29-1-203(1), C.R.S., this IGA will not become effective unless and until it has been approved by the governing bodies of each of the Towns and the County, or by such persons as has the power to approve this IGA on behalf of each of the Towns and the County.

14. Counterparts. This IGA may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto, through their authorized representative, have executed this **Intergovernmental Agreement Regarding the Implementation of Fire Restrictions in Summit County, Colorado** effective on the date first written above.

**BOARD OF COUNTY COMMISSIONERS
SUMMIT COUNTY, COLORADO**

**TOWN OF BRECKENRIDGE,
COLORADO**

By: Scott Vargo, County Manager

By: Rick G. Holman, Town Manager

TOWN OF DILLON, COLORADO

TOWN OF FRISCO, COLORADO

By: Tom Acre, Town Manager

By: Nancy Kerry, Town Manager

TOWN OF SILVERTHORNE, COLORADO

TOWN OF BLUE RIVER, COLORADO

By: Ryan Hyland, Town Manager

By: Michelle Eddy, Town Manager

TOWN OF MONTEZUMA, COLORADO

By: Lesley Davis, Mayor

Exhibit A

PROCESS FOR IMPLEMENTING FIRE RESTRICTIONS

- **ERC 90-96% LAST 5 DAYS WITH REPRESENTATIVE SIG GROUPS**
 - **HIGH HUMAN CAUSED RISK**
- **LIVE FUEL MOISTURES ARE AT OR APPROACHING HISTORIC THRESHOLDS**
- **NO SIGNIFICANT RELIEF IN FIRE WEATHER FORECAST DURING THE NEXT 7 DAYS**



ALL CRITERIA ARE MET, IMPLEMENT STAGE I RESTRICTIONS



THREE ELEMENTS ARE PRESENT, STRONGLY CONSIDER STAGE I RESTRICTIONS.



LESS THAN THREE ELEMENTS ARE PRESENT, NO FIRE RESTRICTIONS

- **ERC GREATER THAN 97% LAST 5 DAYS WITH REPRESENTATIVE SIG GROUPS**
 - **HIGH HUMAN CAUSED RISK**
- **LIVE FUEL MOISTURES WELL BELOW HISTORIC THRESHOLDS**
- **NO SIGNIFICANT RELIEF IN FIRE WEATHER FORECAST DURING THE NEXT 7 DAYS**



ALL CRITERIA ARE MET, IMPLEMENT STAGE II RESTRICTIONS



THREE ELEMENTS ARE PRESENT, STRONGLY CONSIDER STAGE II RESTRICTIONS.



LESS THAN THREE ELEMENTS ARE PRESENT, REMAIN AT STAGE I RESTRICTIONS

- High human Caused Risk may include Holidays, Special Events or High Visitation levels to certain areas
- Stage III-Area Closures are extremely rare events, and will only be implemented in extraordinary situations after significant interagency coordination.

Exhibit B

Summit County Board of County Commissioners Fire Restriction Reference

STAGE 1

- **HUMAN CAUSED RISK IS MODERATE OR HIGH OVER THE NEXT 14 DAYS**
(May include Holidays, Special Events or High Visitation levels to certain areas)
- **REGIONAL PREPAREDNESS LEVEL**
- **LIVE FUEL MOISTURES ARE AT OR APPROACHING HISTORIC THRESHOLDS**
- **NO SIGNIFICANT RELIEF IN FIRE WEATHER FORECAST DURING THE NEXT 7 DAYS**
- **AN ENERGY RELEASE COMPONENT (ERC) OF 80% OR GREATER TRENDING UPWARDS WITH REPRESENTATIVE SPECIFIC FUEL MODELS**
- **AN ADJECTIVE RATING OF MODERATE OR HIGHER BY LOCAL FIRE AGENCIES**



FOUR OR MORE ELEMENTS
PRESENT, STRONGLY CONSIDER
STAGE I RESTRICTIONS

THREE ELEMENTS
PRESENT, CONSIDER
STAGE I RESTRICTIONS

NO ELEMENTS
PRESENT, NO FIRE
RESTRICTIONS

STAGE 2

- **HUMAN CAUSED RISK IS HIGH OR EXTREME OVER THE NEXT 14 DAYS**
(May include Holidays, Special Events or High Visitation levels to certain areas)
- **REGIONAL PREPAREDNESS LEVEL OF 5**
- **LIVE FUEL MOISTURES WELL BELOW HISTORIC THRESHOLDS**
- **NO SIGNIFICANT RELIEF IN FIRE WEATHER FORECAST DURING THE NEXT 7 DAYS**
- **AN ENERGY RELEASE COMPONENT (ERC) GREATER THAN 90% TRENDING UPWARDS WITH REPRESENTATIVE SPECIFIC FUEL MODELS**
- **AN ADJECTIVE RATING OF VERY HIGH BY LOCAL FIRE AGENCIES**



FOUR OR MORE ELEMENTS
PRESENT, STRONGLY CONSIDER
STAGE II RESTRICTIONS

THREE ELEMENTS
PRESENT, CONSIDER
STAGE II RESTRICTIONS.

NO ELEMENTS
PRESENT, REMAIN AT
STAGE I RESTRICTIONS

STAGE 3

AREA CLOSURES ARE EXTREMELY RARE EVENTS, AND WILL ONLY BE IMPLEMENTED IN EXTRAORDINARY SITUATIONS AFTER SIGNIFICANT INTERAGENCY COORDINATION

Exhibit C

STAGE 1 FIRE RESTRICTIONS

Permitted Activities:

During Stage 1 Fire Restrictions, to reduce the danger of wildfires, only open fires and activities that meet the following criteria are permitted:

1. Fires on private property will be allowed under Stage 1 Restrictions under the following conditions:
 - a. The fire is contained to a commercially designed and manufactured outdoor fireplace or portable outdoor fireplace (see definitions below) that is assembled, located, and operated in accordance with the manufacturer's instructions. Any device that meets this criteria will also be equipped with a protective screen that reduces the spread of embers;
 - b. The area directly underneath the fire is barren;
 - c. The fire is at least fifteen (15) feet from any flammable material and/or structure; AND
 - d. The size of the fire is no larger than (3) feet wide and (2) feet tall.
2. Any fire within a designated dispersed camping site or picnic area is permitted, but must be contained within a permanent metal fire ring.
3. Use of a gas, charcoal and/or wood pellet grill is permitted.
4. Commercial sale of firewood and/or charcoal is permitted.
5. Pile burns with the appropriate permits from the local fire protection district and department of environmental health are permitted.
6. The occurrence of any permissible fire, as detailed above, must also include the following safety measures:
 - a. Be constantly attended by a responsible adult;
 - b. Be extinguished and cool to the touch prior to leaving unattended;
 - c. Have available for immediate utilization a minimum of:
 - i. (1) one portable fire extinguisher with a minimum 2A 10BC rating; **OR**
 - ii. A minimum 5 gallon water container; **OR**
 - iii. A charged garden hose shall be available for immediate utilization.
7. Any fire contained within a fireplace, stove, wood burning stove, or pellet stove designed for and

located within a fully enclosed permanent structure is permitted.

8. Fires caused or administered by any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty are permitted.
9. Smoking outdoors is permitted so long as the individual is at least (3) feet away from natural vegetation and/or flammable materials.
10. Operation of a chainsaw is permitted as long as the operator is equipped with a minimum 2A 10BC classified dry chemical fire extinguisher available for immediate use.
11. The outdoor use of any open flame torch device is permitted under the following conditions:
 - a. Device is at least fifteen (15) feet away from natural vegetation and/or flammable materials; AND
 - b. A minimum 2A 10BC classified dry chemical fire extinguisher is available for immediate use.
12. Inflation or propulsion of a hot air balloon is permitted.
13. Use of an “off-highway vehicle” in compliance with C.R.S. 33-14.5-101 *et. seq.* and Summit County Ordinance 2010-09 is permitted.

Prohibited Activities:

Any activity or open fire that does not specifically adhere to the criteria listed directly above shall be prohibited during Stage 1 Fire Restrictions including, but not limited to the following:

1. The use and/or sale of recreational fireworks and tracer ammunition, including recreational use of any projectile containing explosive material, incendiary material, or other chemical substance;
2. The use and/or sale of recreational explosives, including explosive targets;
3. Disposal of any burning object outdoors, including without limitation, any cigarette, cigar or match.

STAGE 2 FIRE RESTRICTIONS

Permitted Activities:

During Stage 2 Fire Restrictions, to reduce the danger of wildfires, only open fires and activities that meet the following criteria are permitted.

1. Use of a gas grill is permitted.
2. Any fire contained within a fireplace, stove, wood burning stove, or pellet stove designed for and located within a fully enclosed permanent structure is permitted.
3. Smoking outdoors is permitted so long as the individual is at least (3) feet away from natural vegetation and/or flammable materials.
4. Operation of a chainsaw is permitted as long as the operator is equipped with a minimum 2A 10BC classified dry chemical fire extinguisher available for immediate use.
5. The outdoor use of any open flame torch device is permitted under the following conditions:
 - a. Device is at least fifteen (15) feet away from natural vegetation and/or flammable materials; AND
 - b. A minimum 2A 10BC classified dry chemical fire extinguisher is available for immediate use.
6. Use of an “off-highway vehicle” is permitted under the following conditions:
 - a. Off-highway vehicle MUST remain on the surface of a designated “off-highway vehicle route”; AND
 - b. If parked:
 - i. Off-highway vehicle must be located in a barren area within (10) feet of the designated off-highway vehicle route; AND/OR
 - ii. Off-highway vehicle must be located in a designated off-highway vehicle “staging area”.

Prohibited Activities:

Any activity or open fire that does not specifically adhere to the criteria listed directly above shall be prohibited during Stage 2 Fire Restrictions including, but not limited to the following:

1. Fires on private property.

2. Fires in designated dispersed camping or picnic areas.
3. Use of a charcoal and/or wood pellet grill.
4. The use and/or sale of ANY explosives, including explosive targets (commercial applications will be reviewed on a case by case basis and may receive special permits from the local fire protection district and Sheriff or local police chief with jurisdiction).
5. Commercial sale of firewood and/or charcoal.
6. Inflation or propulsion of a hot air balloon.
7. Use of any projectile containing explosive material, incendiary material, or other chemical substance, including tracer ammunition.
8. Any type of fireworks display.
 - a. This restriction includes previously licensed professional fireworks displays.
9. Pile burns (regardless of previously issued permits by the local fire protection district and department of environmental health);
10. Operating or using any internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order meeting either USDA Forest Service Standard 5100-1a (as amended) OR appropriate Society of Automotive Engineers (SAE) recommended practice J335 (b) and J350 (a). 36 CFR § 261.52(j) and 43 CFR § 9212.1(h)

Exemptions will be considered for persons with a permit specifically authorizing the otherwise prohibited act or any Federal, State, or local officer, or member of an organized rescue or firefighting force in the performance of an official duty.

DEFINITIONS

Barren – an area lacking any type of combustible material and incapable of sustaining fire.

Charcoal Grill – a metal appliance designed to cook food through heat produced by charcoal briquettes. Unlike a gas grill, this device does not have mechanical on/off capabilities.

Designated Dispersed Camping Site – a designated area, located in the backcountry and managed by the USFS, that is specifically designated for camping and equipped with a metal fire ring.

Explosives – a reactive substance that contains a great amount of potential energy that can produce an explosion if released suddenly, usually accompanied by the production of light, heat, sound, and pressure.

Explosive Target – used for recreational purposes, these reactive targets comprise a combination of oxidizers and a fuel that is supplied as two separate components and mixed together by the user. Once subjected to the force of a high-velocity bullet impact, an explosion occurs.

Fireplace – a fireproof compartment located in a permanent structure that is connected to a chimney that vents heat and smoke vertically out of the structure.

Fireworks – any composition or device designed to produce a visible or audible effect by combustion, deflagration, or detonation, and that meets the definition of articles pyrotechnic, permissible fireworks or display fireworks as defined in C.R.S. § 24-33.5-2001.

Flammable Material – Material that ignites easily and burns rapidly with a flame,

Off-highway Vehicle - any self-propelled vehicle which is designed to travel on wheels or tracks in contact with the ground, which is designed primarily for use off of the public highways, and which is generally and commonly used to transport persons for recreational purposes. (C.R.S. 33-14.5-101(3))

Off-highway Staging Area - any parking lot, trail head, or other location to or from which any off-highway vehicle is transported by truck, trailer, or other motor vehicle so that it may be placed into operation or removed from operation. (C.R.S. 33-14.5-101(7))

Off-highway Vehicle Route - any road, trail, or way owned or managed by the state or any agency or political subdivision thereof or the United States for off-highway vehicle travel. (C.R.S. 33-14.5-101(4))

Permanent Structure – any structure that is designed or intended for support, enclosure, shelter or protection of person, animals or property having a permanent roof that is supported by columns or walls.

Smoking – a practice in which a substance is burned and the resulting smoke is inhaled by an individual.

Stove – a portable or fixed apparatus that furnishes heat for warmth or cooking.

Tracer Ammunition – bullets or cannon caliber projectiles that are built with a small pyrotechnic charge in their base. Ignited by the burning powder, the pyrotechnic composition burns very brightly, making the projectile trajectory visible to the naked eye.

Wood Pellet Grill – outdoor cookers that combine elements of charcoal smokers, gas grills, and kitchen ovens. Fueled by wood pellets, they utilize an electronic control panel to automatically feed fuel pellets to the fire, regulate the grill's airflow, and maintain consistent cooking temperatures.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JESSE RISCH, ADVENTURE PARK OPERATIONS MANAGER
RE: RESOLUTION 19-25, APPROVING AN AGREEMENT WITH POWER SOURCE SERVICES, INC. FOR THE FABRICATION AND INSTALL OF NEW SURFACE LIFT DECKING AT THE TUBING HILL
DATE: JUNE 25, 2019

Summary and Background: Staff is requesting approval of the sole bid of \$135,900 submitted by Power Source Services, Inc. (P.S.S), for the fabrication and installation of new surface lift decking at the Frisco Adventure Park's tubing hill.

The Frisco Adventure Park Tubing hill opened in 2010. The original construction of the Magic Carpet lift included concrete piers and steel I-beams at approximately 10 foot spacing, with a wooden deck structure and composite decking on top to create the walkway adjacent to the lift. In the years since the original construction, the wooden deck structure and the top decking have deteriorated and are now in need of replacement. In addition, the Adventure Park is anticipating a future addition of a cover for the magic carpet and certain improvements to accommodate that addition are included in this new walkway design.

The project consists of fabricating and installing new steel substructure for the walkway adjacent to the Magic Carpet lift serving the Tubing Hill. Also included is installation of new grating on top of the structure, which will serve as a walkway surface adjacent to the lift.

The Frisco Adventure Park released a RFP on May 15, 2019, and received one bid by closing.

Analysis: To allow for any unforeseen design considerations, the existing deck structure has already been removed by the Adventure Park Staff. It was necessary to completely remove this decking for the mandatory site visit, as outlined in the RFP, so any prospective bidders could review the design and verify measurements on site.

The RFP outlines early July as the desired date to move into contract with a firm. This allows July for fabrication and further field verification, August for construction, with a completed construction date of early September, as outlined in the RFP. This allows the Adventure Park time to complete yearly lift maintenance and inspections according to state licensing, which occurs in October each year. This licensing requires the surface lift to be fully operational, which includes proper decking alongside the belt framework. If this timeline is delayed, the opening of the Tubing Hill will be delayed.

In 2018, the Adventure Park received a comparison quote from Pioneer Steel, Inc. who did not submit a bid in 2019 due to their existing project schedule. This bid did not include many aspects that are now included in the design, which are outlined below:

Item	Pioneer Steel, Inc.	P.S.S., Inc. (existing bid)
Steel	\$92,000	Included
Grating	Excluded	Included (\$21,000)
Field Drilling	Excluded	Included
Total	\$92,000	\$135,900

The bid from P.S.S. includes a quote from Strongwell Grating, the necessary manufacturer for the grating (the walkway finish). The \$21,000, as outlined above, is the less expensive of two options provided by Strongwell. This grating calls out 1,100 hold-downs that will have to be field drilled. This labor cost alone is estimated between \$10,000 and \$15,000.

The additional labor as outlined in the bid provided by P.S.S. includes specialized on-site welding of fabricated steel to account for any slight inconsistencies that may occur in the slope of the existing structure. This certified labor contributes to the additional cost in the bid provided by P.S.S. It is also worth noting that the updated design drawings provided in 2019 have been adjusted to allow for the future addition of a canopy.

The bid from P.S.S. includes steel fabrication based on existing design drawings, field verification of design drawings, and all associated labor. The labor included is specialized and therefore unable to be performed by the Town. The Town has been able to absorb some labor costs, including removal of the old decking and priming the existing I-beams. The Adventure Park staff will assist with site management, and Public Works staff has agreed to manage the project once on-site.

In addition, P.S.S. has provided the Adventure Park staff with all necessary certifications and licenses as outlined in the RFP. This includes a certificate of liability insurance, a Town of Frisco Business License, and an in-house AWS Certified Welding Inspector (required as outlined in the design drawings).

The Frisco Adventure Park, along with the recommendation of Bill Lindfield and project design engineer Jeff Peterson, P.E., with Tramway Engineering, have determined that the provided bid from P.S.S is fair and competitive within the industry. As the agreement includes “all required labor, supervision, materials, consumables, and equipment to complete the scope of work”, the agreement with P.S.S is fair and reasonable in light of the market for similar goods and related services.

Financial Impact: This project is budgeted at \$125,000 in the 2019 capital improvement fund (20-2000-4101). The bid from P.S.S. totals \$135,900. Design and engineering costs associated with this project total \$5,388. Passage of the recommended motion entering into an agreement with P.S.S will result in a total project cost of \$141,288, which is \$16,288 over-budget. Staff is confident that these additionally requested funds can be absorbed in the 2019 capital budget due to a savings associated with other budgeted capital projects in 2019.

Alignment with Strategic Plan: Fabricating and installing new steel substructure for the walkway adjacent to the Magic Carpet lift serving the Tubing Hill aligns with the Town Council's 2019-2020 Quality Core Services Strategic Priority and goal of strengthening the Town's infrastructure resiliency. The wooden deck structure and the top decking of the lift have reached the end of their life cycle and are now in need of replacement. Such infrastructure will be included in the asset management and replacement plan for future years.

Staff Recommendation: Based on the information contained in this report, it is recommended the Town Council pass a motion to approve the attached Resolution, "FOR THE AWARD OF CONTRACT WITH POWER SOURCE SERVICES FOR THE FABRICATION AND INSTALLATION OF NEW SURFACE LIFT DECKING AT THE PENINSULA RECREATION AREA TUBING HILL, DATED JUNE 25, 2019."

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

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

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 19-25**

A RESOLUTION FOR THE AWARD OF CONTRACT WITH POWER SOURCE SERVICES FOR THE FABRICATION AND INSTALLATION OF NEW SURFACE LIFT DECKING AT THE PENINSULA RECREATION AREA TUBING HILL, DATED JUNE 25, 2019

WHEREAS, the Frisco Town Council has determined that it is in the best interest of its citizens and visitors to provide safe operations of its amenities and strengthen all Town infrastructure; and

WHEREAS, the Town Council has determined that all provisions of Bidding Procedures and Contract Formation as stated in Chapter 9, Section 3, Paragraph E of the Town of Frisco Code have been met; and

WHEREAS, the Town Council has determined that staff recommendation for the award of the above stated contract will provide the best service to the Town; and

WHEREAS, there has been sufficient money budgeted for in Capital Improvements for this contract award.

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 and all documents necessary to enter into a construction contract for the Magic Carpet Walkway at the Peninsula Recreation Area with Power Source Services of Craig, Colorado at a contract price of one hundred and thirty-five thousand nine hundred dollars (\$135,900).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 25TH DAY OF JUNE, 2019.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 25th day of June, 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 Power Source Services, Inc., a Utah Corporation, ("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 project consists of fabricating and installing new steel substructure for the walkway adjacent to the Magic Carpet lift serving the Frisco Adventure Park Tubing Hill. Also included is the provision and installation of new grating on top of the structure, which will serve as a walkway surface adjacent to the lift.

The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B, 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 63 days of the date of the Notice to Proceed, 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 ONE HUNDRED THIRTY FIVE THOUSAND, NINE HUNDRED DOLLARS (\$135,900) (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: Project Manager: Addison Canino
P.O. Box 4100
Frisco, CO 80443

Contractor: Power Source Services
Superintendent: Trevor Hyer
P.O. Box 926
Craig, CO 81625

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.

IN WITNESS WHEREOF, this Construction Agreement has been executed by the Parties as of the date first above written, whether or not the date of signing is some other date.

TOWN OF FRISCO, COLORADO

_____, Mayor

ATTEST:

_____,
Town Clerk

POWER SOURCE SERVICES, INC.

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this ___ day of _____, 20___, by _____, as President of Power Source Services, Inc.

My commission expires:

(S E A L)

Notary Public

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 ___ through _____.

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 one hundred dollars (\$1,100,000) 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: Addison Canino
 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_____.

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 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

Date: June 25, 2019

Power Source Services, Inc.
P.O. Box 926
Craig, CO 81626

Re: Town of Frisco's Magic Carpet Walkway

Dear Mr. Hyer:

Thank you for submitting a bid for the Magic Carpet Walkway Replacement Project at the Frisco Tubing Hill.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the Magic Carpet Walkway Replacement Project at the Frisco Tubing Hill.

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) 668-2558.

Sincerely,

Name: Jesse Risch

Title: Operations Manager

NOTICE TO PROCEED

Date: June 25, 2019

Power Source Services, Inc.
P.O. Box 926
Craig, CO 81626

Re: Town of Frisco's Magic Carpet Walkway

Dear Mr. Hyer:

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 Magic Carpet Walkway Replacement Project at the Frisco Tubing Hill.

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 63 days from the date of this letter.

Should you have any questions, please call me at (970) 668-2558.

Sincerely,

Name: Jesse Risch

Title: Operations Manager

EXHIBIT B TO CONSTRUCTION AGREEMENT

SCOPE OF WORK



Thursday, June 20, 2019

2101 S. Ranney Craig, CO 81625

Attn: Jesse Risch
Re: Magic Carpet Walkway REV1

Base Price: \$135,900

Jesse,

Power Source Services Inc. is pleased to provide you with this proposal for the Magic Carpet Walkway. This price is to include all required Labor, Supervision, Materials, Consumables, and Equipment, to complete the scope of work as described below.

SCOPE OF WORK

- Provide Material – Structural Steel, Grating (“Base Price” is based on the 1” x 1.5” sq. Mesh grating see pricing sheet for added cost for alternate grating), Clips, Hardware- (Price is based on standard structural steel bolts with lock washers and hex nuts, see pricing sheet for TCB bolt increase), Anchors as detailed in the Drawing
- Provide Field measurement verification
- Provide Fabrication per provided drawings details with field measurements applied.
- Provide 2 coats grey Sherwin Williams primer on all steel fabrication, Material to be power tool cleaned prior to coating, No sand blasting included.
- Provide Installation of Fabricated materials and Hardware per details and drawing specifications with field measurement verification. (see above note for bolts).
- Provide Installation of owner chosen Grating option with Type M clips to steel using self-tapping screws.
- Provide CWI weld inspection.
- Provide Payment and Performance bond, insurance, town of Frisco Business License. Exception- Price assumes that our company will be accepted and awarded a business license in a reasonable time frame upon award from the Town of Frisco. If any issues arise it may affect this proposal.
- Provide a Red line list of dimensional changes to existing drawing measurements. See pricing sheet for added cost for re-engineered fabrication drawings if requested.
- See attached vendor estimates- PSS take all vender terms and conditions as part of this proposal.

PROJECT CLARIFICATIONS

- This proposal is based on 4 10’s time labor schedule only. **If overtime is requested to be performed to accelerate the schedule and or other than is identified in this proposal it shall be performed in addition to this cost.**
- Basic Freight costs for materials shipped to the site are included. Expedition will be additional costs.
- Owner will provide receptacles for the disposal of any materials that are removed from the plant equipment or provide location for storage.
- Owner shall provide all permits, clearances and project access in a timely manner. Any delays may result in additional cost.

Power Source Services Inc.
P.O. Box 926
Craig, CO. 81626

office (970) 826-0836
fax (970) 826-0839
psscolorado@gmail.com

Trever R Hyer 970-620-3402
Danny Roberts 970 846-6219
Amber Fross– Office Manager



2101 S. Ranney Craig, CO 81625

Thursday, June 20, 2019

Bid Notes and Clarifications:

1. This proposal only includes the quantities listed above in the scope of work. Any quantities greater than those listed per line item or drawing numbers will be considered extra and be reimbursable at agreed upon time and material rates, or cost + 10% mark up.
2. This proposal is based on drawings received and includes listed items provided in job walk. Field modifications, cuts, hangers, protrusions, clips, additional material, fittings, additional demolition etc. not specifically detailed on the drawings or addressed in the scope of work, will be considered extra and be billed back at mutually agreed upon rates.
3. Price does not include costs associated with work stoppage due to owner or facility operational delays. Lost time will be billed back to Customer, at mutually agreed upon rates for labor, travel and per diem.
4. This proposal is based on all work being performed continuously and without interruption. With the exception of non work days listed in the technical specification.

GENERAL:

1. This proposal is based on a (40) hour workweek, Monday through Thursday, performing all work continuously. **With exception to the out of work days listed in the contract and set forth in the technical specification.**
 - a. Overtime required to accelerate schedule other than set in RFQ will entitle PSS to additional compensation based on labor hours, additional supervision and material expediting.
 - b. Proposed completion dates are as detailed in the schedule. To be completed by **63 Days from actual start date. After all approvals and signatures have been received.**
2. Sanitary facilities, dumpsters and hazardous waste containers shall be supplied and emptied by others at no cost to PSS.
3. Proposal price is good for labor for 60 days, material for 30 days from the date of this proposal due to material escalation prices

4. Any forthcoming contract will include this proposal as an attachment to the contract.

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psscolorado@gmail.com

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Danny Roberts 970 846-6219
Amber Fross– Office Manager



2101 S. Ranney Craig, CO 81625

Thursday, June 20, 2019

5. Payment Terms:

- a. All material will be billable once delivered, off loaded and stored onsite.
- b. All labor will be based on percentage complete as agreed to by PSS and owners representative.
- c. Invoices are due for payment 30 days from invoice date **Or as set forth in signed contract documents and agreed upon between PSS and Customer.**
Invoices shall be paid in full, No early payment discounts are offered.
- d. All projects are subject to monthly billing. Invoices will be due for payment 30 days from invoice date.
6. Environmental controls if required shall be by others at no cost to PSS or reimbursable at cost + 10 % mark up
7. Proposal pricing is based on one Mobilization and one De-mobilization charge. Additional Mobilization and Demobilization will be an additional cost.
8. Proposal pricing includes travel time, subsistence and actual application labor to complete the work as described.
9. Upon acceptance of this proposal and a written contract in place, material orders will be placed and a working schedule developed based upon product delivery.

Sincerely,

Trever R Hyer.
Superintendent

Power Source Services Inc.
P.O. Box 926
Craig, CO. 81626

office (970) 826-0836
fax (970) 826-0839
psscolorado@gmail.com
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Trever R Hyer 970-620-3402
Danny Roberts 970 846-6219
Amber Fross– Office Manager



2101 S. Ranney Craig, CO 81625

Thursday, June 20, 2019

PROJECT TIME LINE Within 63 Days from allowed start date, when all approvals and signatures have been received.

- ~~Project award? This will affect start date and project completion~~
- ~~After contract is received: 1 week for Steel material delivery. 3-5 weeks for Grating Delivery~~
- ~~Field verify measurements, make fab dimension parts list. 2 days~~
- ~~Fabricate parts & Paint 3-4 weeks~~
- ~~Mobilize, stage tools, equipment, materials 2-3 days~~
- ~~Verify and modify beams to appropriate center to end measurements. 2 days~~
- ~~Install steel walk way and grating approximately 3-4 weeks~~
- ~~Demobilize 2 days~~
- ~~Make dimension notes and or redlines on drawing for customer reference 2 days.~~
- ~~Completion date to be by end of September per contract~~

Approximately 6-9 weeks from time of award

POTENTIAL ASSIGNED PERSONELL

Trever Hyer Superintendent- Welder/Mechanic- CWI (AWS Certified Welding Inspector)
Willy Blecha – Welder/Mechanic
Ernest Henderson – Iron Worker Welder/ Mechanic- Foreman
Michael Hayes Welder/Mechanic – CWI (AWS Certified Welding Inspector)
William Stonebreaker- Apprentice-Welder/Mechanic

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Trever R Hyer 970-620-3402
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2101 S. Ranney Craig, CO 81625

Thursday, June 20, 2019

PRICING BREAKOUT

BASE BID INCLUDES \$135,900

- Steel Materials as specified in the drawing with field measurements
- Standard Structural steel bolts with lock washers and nuts
- Grating Option # 1 Duragrate 1"thk x 1-1/2" sq mesh, light grey (see attached estimate for details)
- Type m clips with self-tapping screws
- Power Tool Cleaned Steel with two coats of Sherwin Williams Grey Primer
- A list of dimensional changes to the existing drawing. No Fabrication or engineered as built drawings.
- CWI Weld inspection
- Payment and Performance Bonding
- Town of Frisco Business license- Price assumes that the business license process would be approved and relatively a short process

~~OPTIONAL ITEMS WITH ADDED COST.~~

- ~~• TCB Bolts—Would have to be 3/4". TCB bolts where not found in 5/8"—Hole size would need to increase and slotted hole would need to be modified and hand made. Do not have a larger slotted hole punch set available for the Ironworker. Specialty tooling would be needed for the TCB bolts. Added cost if this option is chosen—\$8,000~~
- ~~• Grating Option #2 DURAGRID 1" GRAY GRATE POLYESTER. Added cost for this option—\$10,000~~
- ~~• Engineered Fabrication/As-built Drawings. Added cost for this option—\$14,000~~
- ~~• Bulding permits or inspections price assumed as owner responsibility, if required—cost would be passed on to customer.~~
- ~~• Major modification to design other than slight dimensional changes that require additional resources, design, Material, and or labor intensive changes would be diseussed with owner prior to performing and would be resolved at the time. If additional cost where involved it would affect the proposal cost.~~

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fax (970) 826-0839
psscolorado@gmail.com

Trever R Hyer 970-620-3402
Danny Roberts 970 846-6219
Amber Fross— Office Manager

Town of Frisco, CO

Request for Proposals (RFP)
Magic Carpet walkway replacement at the Frisco Tubing Hill
Proposals Due: 5pm June 4, 2019

Town of Frisco
Jesse Risch, Operations Manager
Frisco Adventure Park
P.O. Box 4100
Frisco, CO 80443

Invitation:

The Town of Frisco is seeking proposals from qualified construction firms to supply and install a replacement conveyor walkway immediately adjacent to the existing Magic Carpet lift serving the Frisco Adventure Park Tubing Hill. Proposals will be received until 5 p.m., local time, June 4 at the Frisco Town Hall located at 1 East Main Street, Frisco CO 80443. (Attn Jesse Risch, Operations Manager, Frisco Adventure Park).

Background:

The Magic Carpet is used daily from November through April each season to transport guests up the tubing hill and the ski and ride hill. For the 2016/2017 season, a total of 64,909 individuals utilized the tubing hill and rode the Magic Carpet. The walkway adjacent to the lift is in need of upgrading.

The Frisco Adventure Park Tubing hill opened in 2010. The original construction of the Magic Carpet lift included concrete piers and steel I-beams at approximately 10 foot spacing, with a wooden deck structure and composite decking on top to create the walkway adjacent to the lift. In the years since the original construction the wooden deck structure and the top decking have deteriorated and are now in need of replacement. In addition, the Town is anticipating a future addition of a cover for the magic carpet and certain improvements to accommodate that addition are included in this new walkway design. A copy of the current project plans is attached to this RFP (Attachment 1).

Project Description:

The project consists of fabricating and installing new steel substructure for the walkway adjacent to the Magic Carpet lift serving the Tubing Hill. Also included is installation of new grating on top of the structure, which will serve as a walkway surface adjacent to the lift. Town of Frisco is seeking proposals from qualified firms to complete this project this summer prior to next winters tubing season.

The selected Contractor is to field verify all dimensions prior to fabrication of the new steel support system.

Project Schedule:

The Town intends this project to be completed by the end of September 2019.

RFP available	May 15, 2019
Mandatory Pre-Proposal Site Visit	May 22, 2019 10:00 a.m.
Deadline for RFP Submissions	June 4, 2019 5:00 p.m.
Interviews if necessary (Town to determine)	June 7, 2019
Select Firm, present to Council	early July 2019
Commence construction	August 2019
Complete construction	September 2019

A mandatory pre-proposal site visit will take place at the Frisco Adventure Park Tubing Hill, in Frisco, CO at 10:00 a.m. on May 22, 2019. This is intended to help insure all potential contractors have a full understanding of the project and the site. It will also insure we are able to send any additional information or answers to questions received to all potential bidders.

Additional Information:

- 1.) Two shop coats of gray primer on all steel members.
- 2.) Specs call for pricing two decking options. The Town will choose one after pricing.
- 3.) Contractor to perform a field survey and verify all as-built dims. They can use our typical fabrication drawings as a basis for pricing but need to adjust for any inconsistencies.
- 4.) The contractor can fill in the 1'-0 bottom transition area with wood and the existing deck material.
- 5.) We are not calling for new deck material at the top and bottom terminal.
- 6.) Planned sequence of installation is provided on plans

Inquiries:

Any questions or inquiries should be directed **in writing via Email only** to Jesse Risch, by May 27, 2019. Questions must be emailed to Jesse at JesseR@townoffrisco.com. All questions and responses will be emailed out to all interested parties who attended the mandatory Pre-Proposal site visit by May 29, 2019. Verbal inquiries must be followed by written requests for information or clarification. No verbal answers will be considered applicable, only written ones will apply.

Scope of Work:

The project scope includes all site measurements, manufacture of all components, and installation of all components per the design drawings. Anticipated work sequence is shown on the project plans, but Contractor may propose sequencing different than this subject to approval by the design engineer, Tramway Engineering. Please note that the first listed sequenced event has been completed by the Town.

Contractor will have access to the site from the top and bottom of the lift, along with full access to both sides.

Contractor may not work onsite on those dates and times shown at the end of this document. No Work Times, including one hour before those times. These are times when other activities at the adjacent building would be disrupted by construction. Any exceptions to this limitation must be approved in advance by the Town

Power (110) is available onsite at the top and bottom of the lift.

Contractor to insure smooth transitions between new grating and existing decking at top, bottom and sides to insure no trip hazards are created. Review any adjustments necessary with design engineer prior to completion.

Contractor fencing around all or a portion of the site is not required, and will be left to the discretion of the Contractor

Key contacts for the Town of Frisco:

**Jesse Risch
Operations Manager
Frisco Adventure Park
PO Box 4100
1 East Main Street
Frisco, CO 80443
857.383.1408
JesseR@townoffrisco.com**

All proposals should include the following background information:

A Letter of Submission shall include the name, address and telephone number of the person(s) who is authorized to legally represent the firm. Any confidential material contained in the proposal shall be clearly indicated and marked as "Confidential."

Provide several projects with similar scope of work specifically in the mountains of Colorado.

- A brief narrative that presents services the firm would provide detailing the approach, methodology, and project meetings to be provided.
- Identification of the personnel to be assigned to this project
- A projected timeline for the project showing how the project will be completed in the timeframe identified in this RFP
- A summary of all insurance coverage the firm maintains. (the Town will require insurance certificates naming the Town as co-insured)
- A list of public agency references for projects of a similar nature to this project.
- Provide the project cost including all anticipated costs, including bonding and insurance.

Proposed Fees:

The proposal shall include proposed fees (summarized on a single page for review) that the

contractor anticipates for all field work, fabrication, and installation, complete, based on the plans and information presented in this RFP. Include bonding costs in fee proposal, as well as any other costs anticipated, listing these individually and including them in the total proposal cost. Provide a project schedule from start to finish showing completion of the project by the end of September. Provide a list of any work not anticipated nor included in the proposed project cost. Note that the Town is Tax Exempt.

Proposal Response:

The proposal response submitted shall contain all information as requested herein, and any additional information necessary to summarize the overall benefit of the proposal to the Town. Proposing firms should submit five (5) copies of the proposal no later than 5:00 p.m. on June 4, 2019. Late Proposals will not be accepted. Proposals may be sent via email but will only be considered if received by the deadline in this RFP. Proposing firms will be expected to allow adequate time for delivery of their Proposals either by package carrier, postal service, or other means. Proposals shall be sealed securely and clearly marked on the outside of the packaging with "Frisco Magic Carpet Walkway Proposal" unless submitted by email, in which case they should include a cover email clearly identifying what they are and indicating who is submitting the proposal. A summary of proposals received will be sent to all bidders within a few days after the bid deadline.

Proposals must clearly identify any assumptions made or exclusions in the proposal.

Submittals should be directed to:

**Jesse Risch
Operations Manager
Frisco Adventure Park
PO Box 4100
1 East Main Street
Frisco, CO 80443**

The submittal of a proposal shall be taken as evidence that the proposing individual/firm has full knowledge of the scope, nature, quality and quantity of the project to be performed and the detailed requirements and conditions under which the project is to be performed.

This solicitation does not commit the Town of Frisco to award a contract, to pay any cost incurred with the preparation of a proposal, or to procure or contract for services or supplies. The Town of Frisco reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with any qualified source, or cancel in whole or part this proposal process if it is in the best interest of the Town to do so. Subsequent to contract negotiations, prospective consultants may be required to submit revisions to their proposals. All proposers should note that any contract pursuant to this solicitation is dependent upon the recommendation of the Town staff and the approval of the Frisco Town Council.

General Requirement of the Selected Proposing Firm:

- Enter into a contract with the Town. (These documents and proposal submittals become

- part of the contract).
- Maintain insurance coverage for the duration of the contract period.
 - Prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the Town.
 - Shall not hire, discharge, promote, demote or otherwise discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, physical or mental disability, color or age.
 - Contractor shall be in compliance with the applicable provisions of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested at any time during the life of this Agreement or any renewal thereof.
 - Operate as an independent contractor and will not be considered employee(s) of the Town of Frisco.
 - Successful consultant will be paid on actual invoices as work is completed.
 - Performance and Payment Bonds will be required.
 - Obtain a Town of Frisco Business License prior to commencement of work

Selection Criteria:

The Town will select the contractor it deems best for this project with consideration to price, experience, proposed project methodology, proposed timeline, references, and other materials presented by the firm.

Additional information

- 1) No work times, listed below
- 2) Photographs of the work area (Note, old wooden decking and supports have now been removed) (shown below)
- 3) Model images of new project, shown below

Attachments: Frisco Tubing Hill Conveyor Walkway Replacement Plans (2 sheets)
(Attachment 1)

No Work Days (see text in RFP for limitations):

2019 Date	Day of Week	Time Frame	Event and Location
5/25/2019	Saturday	1:30pm-7:30pm	Graduation Party- Frisco Day Lodge
5/26/2019	Sunday	11:00am-3:00pm	Graduation Party- Frisco Day Lodge
6/1/2019	Saturday	1:00pm-11:59pm	Wedding - Frisco Day Lodge
6/3/2019	Monday	4:00pm-7:00pm	End of Year Party- Frisco Day Lodge
6/4/2019	Tuesday	4:00pm-8:00pm	Skate Park Grand Opening
6/5/2019	Wednesday	2:00pm-8:00pm	Bike Race- Frisco Day Lodge
6/7/2019	Friday	5:00pm-10:00pm	Rehearsal Dinner-Frisco Day Lodge
6/21/2019	Friday	4:00pm-11:00pm	Rehearsal Dinner-Frisco Day Lodge
6/22/2019	Saturday	10:00am-2:00pm	Bat Mitzvah- Frisco Day Lodge
6/29/2019	Saturday	4:00pm-10:00pm	Wedding - Frisco Day Lodge
6/30/2019	Sunday	2:00pm-9:00pm	Rotary Party- Frisco Day Lodge
7/5/2019	Friday	2:00pm-6:00pm	Wedding - Frisco Day Lodge
7/6/2019	Saturday	1:00pm-11:00pm	Wedding - Frisco Day Lodge
7/13/2019	Saturday	2:00pm-10:00pm	Fundraiser-Frisco Day Lodge
7/20/2019	Saturday	12:00pm-9:00pm	Party- Frisco Day Lodge
7/27/2019	Saturday	1:00pm-6:00pm	Wedding - Frisco Day Lodge
8/3/2019	Saturday	10:00am-9:00pm	Wedding - Frisco Day Lodge
8/10/2019	Saturday	6:00am-2:00pm	Run the Rockies Trail Races- Entire Adventure Park
8/17/2019	Saturday	6:00am-4:00pm	Frisco Family Fun Fair- Entire Adventure Park
8/23/2019	Friday	ALL DAY	CO Mtn Bike Races- Entire Adventure Park
8/24/2019	Saturday	ALL DAY	CO Mtn Bike Races- Entire Adventure Park
8/25/2019	Sunday	ALL DAY	CO Mtn Bike Races- Entire Adventure Park
8/28/2019	Wednesday	2:00pm-9:00pm	Party- Frisco Day Lodge
9/6/2019	Friday	1:00pm-4:00pm	Wedding - Frisco Day Lodge
9/8/2019	Sunday	8:00am-2:00pm	Wedding Brunch- Frisco Day Lodge
9/14/2019	Saturday	10:00am-11:00pm	Wedding - Frisco Day Lodge
9/20/2019	Friday	2:00pm-11:00pm	Rehearsal Dinner-Frisco Day Lodge
9/21/2019	Saturday	2:00pm-11:00pm	Fundraiser-Frisco Day Lodge
9/22/2019	Saturday	12:00pm-10:00pm	Concert- Frisco Day Lodge

Project site photos follow:



Site from below



Site from mid-point looking down lift, all wood is being removed by Town



Transition to lower deck, wood to the left to remain, to the right removed by Town



Existing I beam and concrete to be reused, all wood is being removed by Town



Another view of I beam on concrete supports

Model images of new project

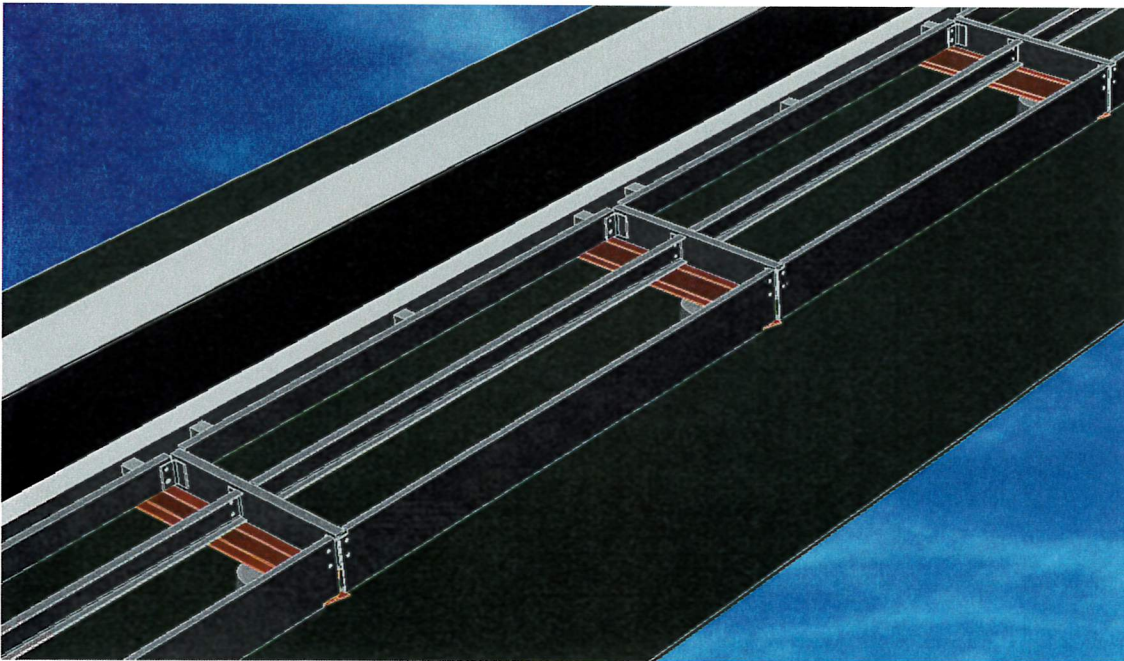


Image showing structure layout prior to grating

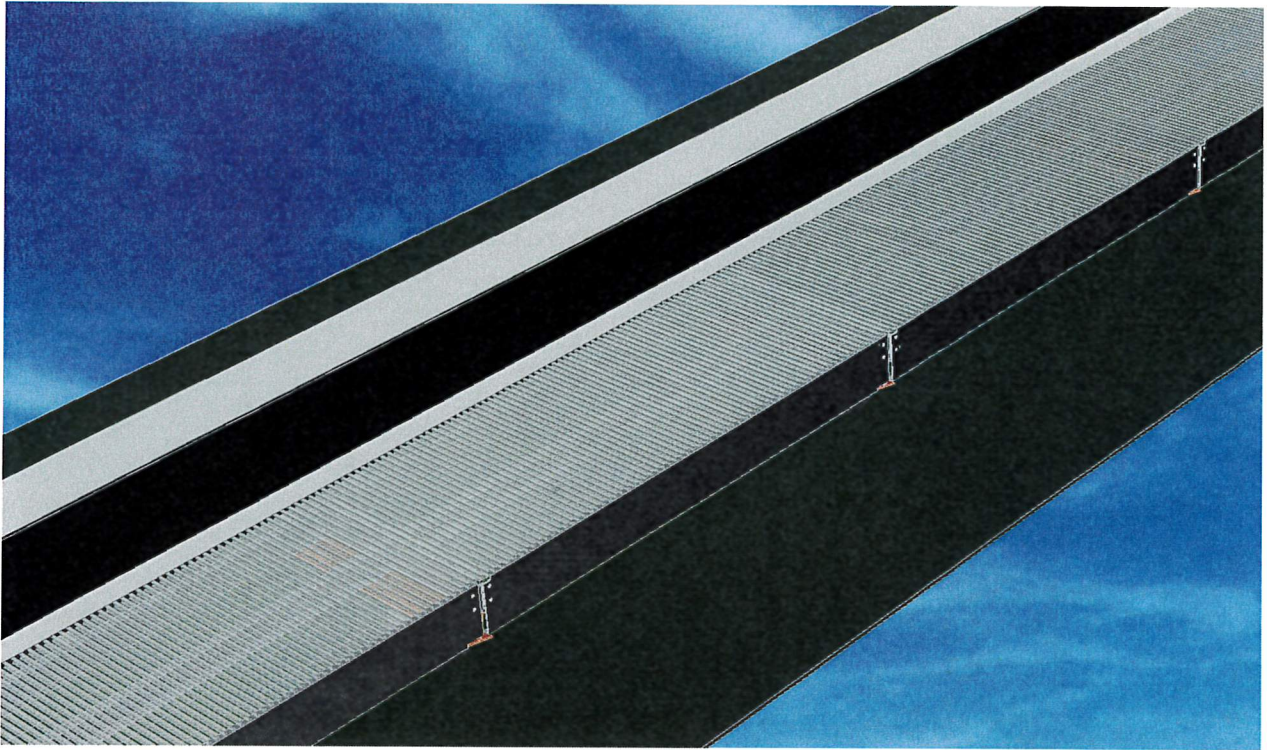


Image of new grating on top, with magic carpet beyond

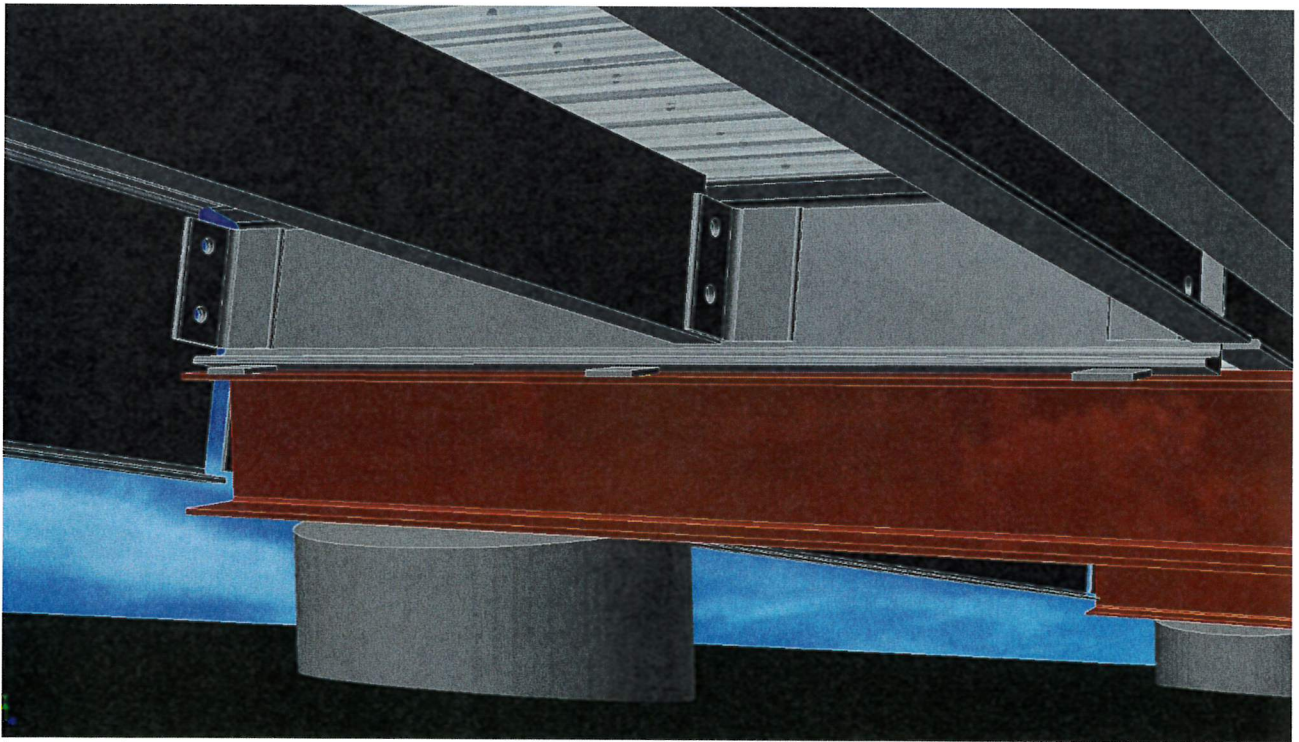


Image of new steel supports on top of (and shimmed for angle) existing I beam

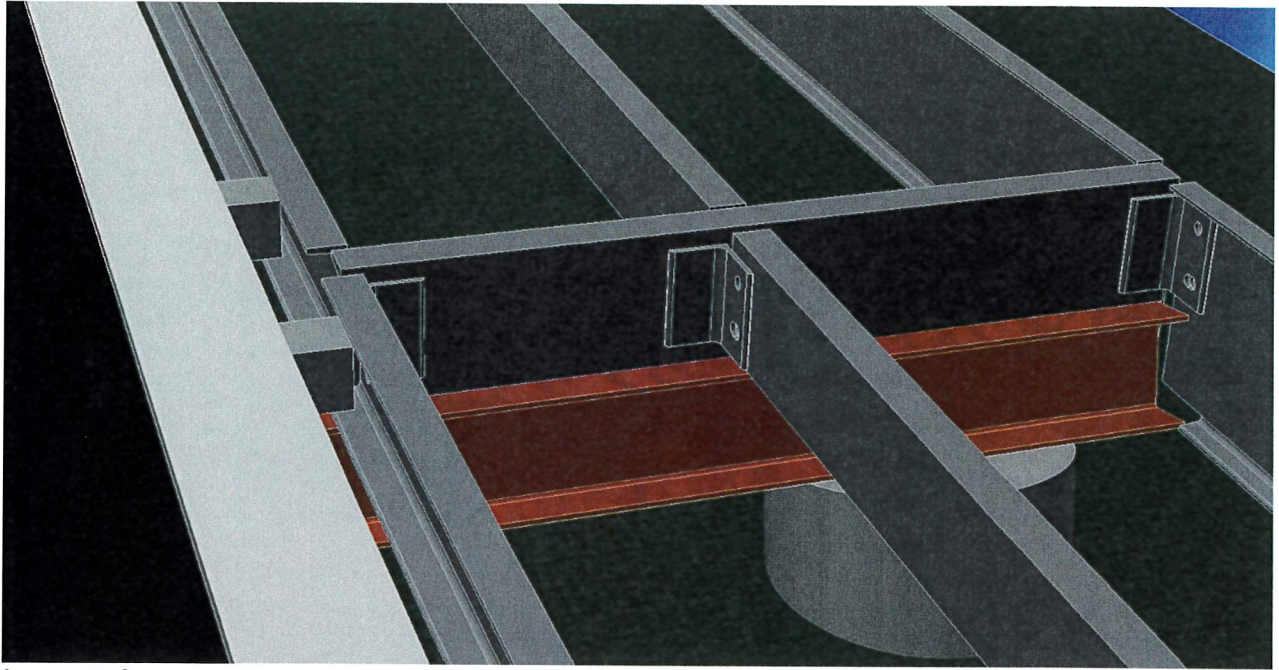
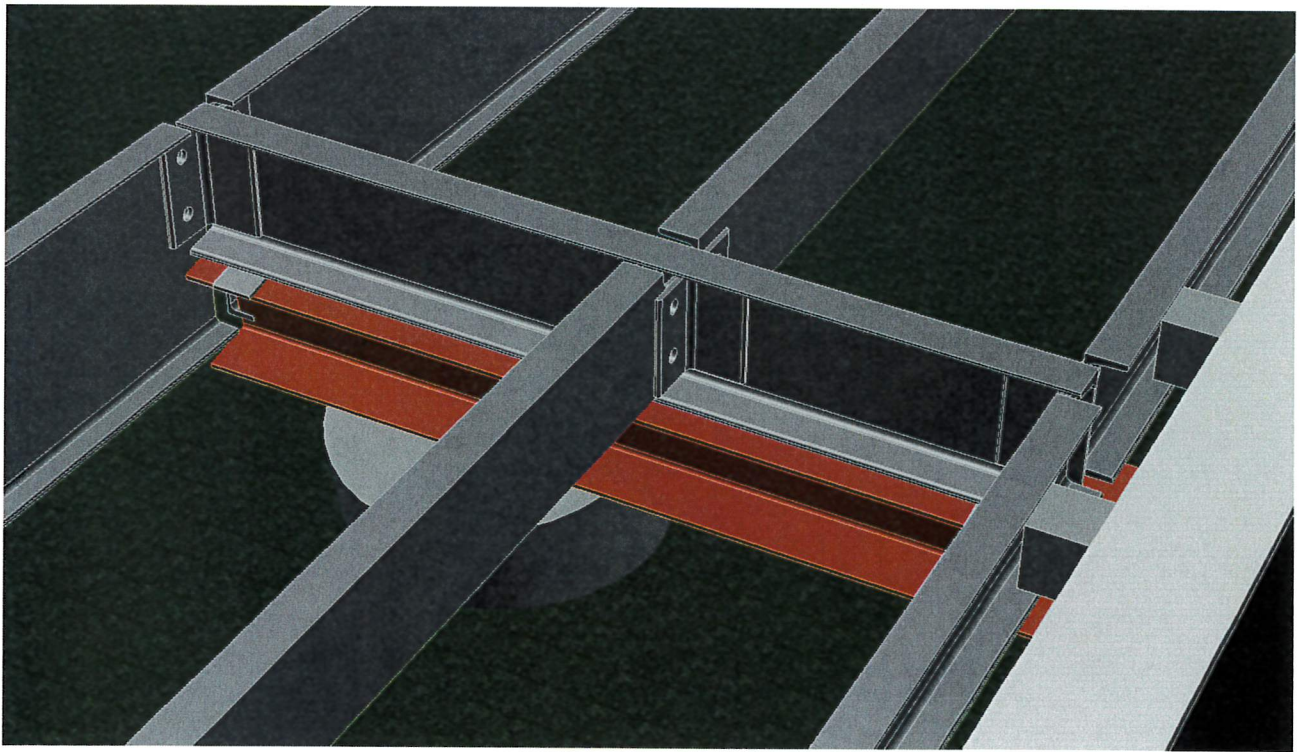
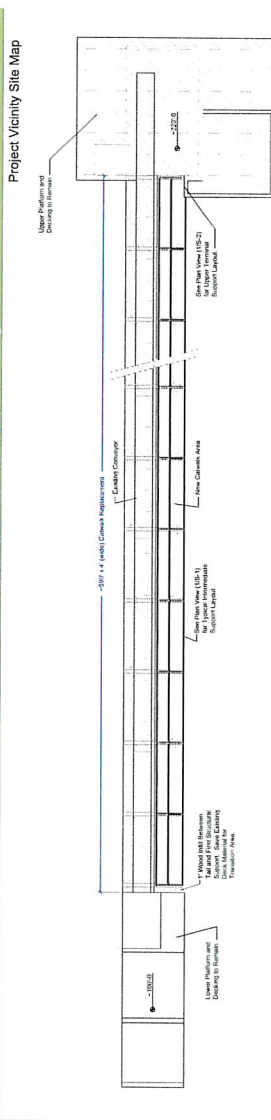
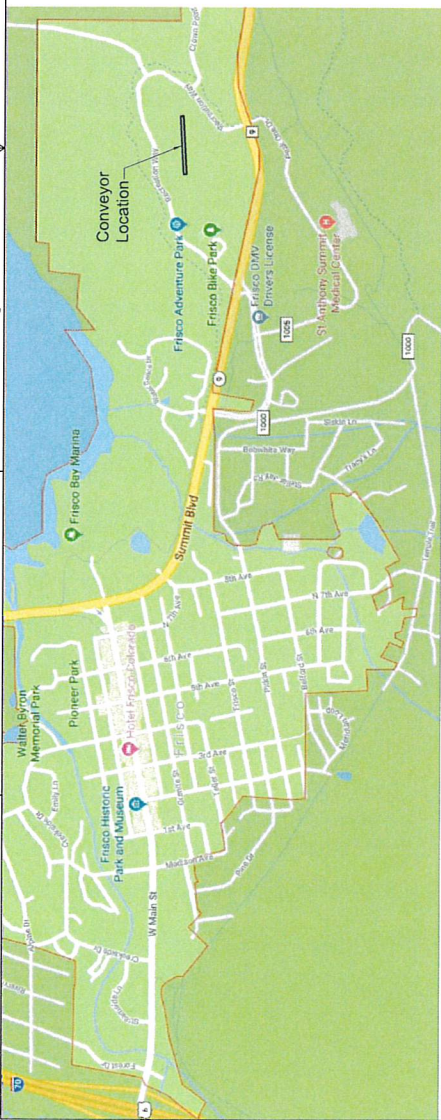


Image of new supports on I beam, with existing magic carpet to the left



Additional image, this time magic carpet to the right



Conveyor Catwalk (1/8"=1')



Conveyor Catwalk (1/8"=1')



Tubing Hill Catwalk Replacement (1/8"=1')



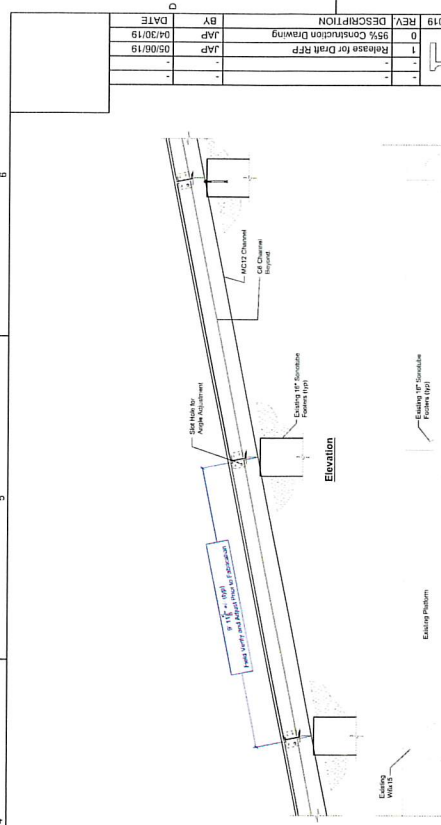
Tubing Hill Catwalk Replacement (1/8"=1')



Conveyor Cross Section (1/8"=1')



Conveyor Cross Section (1/8"=1')



Channel Support Section (1/8"=1')



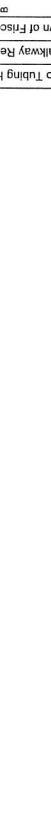
Channel Support Section (1/8"=1')



Edge Channel Connection (1/8"=1')



Edge Channel Connection (1/8"=1')



Conveyor Cross Section (1/8"=1')



Conveyor Cross Section (1/8"=1')



Tubing Hill Catwalk Replacement (1/8"=1')



Tubing Hill Catwalk Replacement (1/8"=1')



Conveyor Cross Section (1/8"=1')



Conveyor Cross Section (1/8"=1')

REV	DATE	DESCRIPTION
1	05/08/19	Release for Draft RFP
0	04/20/19	JAP
0	04/20/19	JAP

DATE	SCALE	SCALE	SCALE
04/24/19	1/8" = 1'-0"	1/8" = 1'-0"	1/8" = 1'-0"

DATE	SCALE	SCALE	SCALE
04/24/19	1/8" = 1'-0"	1/8" = 1'-0"	1/8" = 1'-0"

FRANZAWAY ENGINEERING, LTD.
 8700 INDEPENDENCE CENTER DRIVE
 SUITE 100
 FORT WORTH, TEXAS 76116
 (817) 335-1111

FRISCO TUBING HILL
 CONVEYOR WALKWAY REPLACEMENT

Town of Frisco
 JOB # 906-002
 DATE: 04/24/19
 SCALE: JAP
 ENG: JAP

Site Map, Plan and Details
 Walkway Layout/Detailing
 Apr. 24, 2019



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER
RE: MARINA WETLANDS MITIGATION
DATE: JUNE 25, 2019

Summary and Background: The purpose of the Wetlands Mitigation presentation on June 25, 2019, is to provide Council with an update of the offsite wetlands project associated with the “Big Dig” project at the Frisco Bay Marina and to seek Council direction regarding the proposed conservation easement.

At the May 14, 2019, Town Council work session, Andy Herb with Alpine-Eco Consulting and Maya MacHamer with Four Mile Watershed presented the overall mitigation plan associated with the “Big Dig” project. At this meeting, a Frisco resident asked Council if there was a mechanism in place or an opportunity to protect the Meadow Creek area from any further development into perpetuity. Staff immediately started researching the idea and with the help of Mr. Herb, will present the details to Council on June 25th.

Analysis: Town of Frisco obtained a US Army Corps of Engineers (Corps) permit authorizing the excavation of the lakebed to allow for improved navigation at the marina and to expand the recreational facilities at the marina in September 2013. An amendment/extension of the permit was approved March 1, 2019, and included increasing the total excavation up to 85,000 cubic yards and allowing some of the material to be placed above the normal high-water level. A compensatory wetland mitigation plan was required in accordance with this permit amendment.

The Army Corp of Engineers requires the Town to replace the approximately 1.03 acres of wetlands disturbed by the “Big Dig” project through restoration or creation of 2.1 acres of wetlands in the Town. It is not possible to mitigate the wetland impacts at the Marina site so other Town owned sites were identified. Two locations were identified as best suitable for wetlands restoration. These locations include Willow Preserve and along Hawn Drive. Willow Preserve and Hawn Drive are primarily on Town property and include environmental conditions that can accommodate wetlands. The plan calls for approximately 0.41 acres to be restored just north of Hawn Drive and 1.7 acres to be created at Willow Preserve Open Space. This information was presented to Council during the May 14th work session.

Following the work session on May 14th, staff and consultants involved in the project immediately contacted the Corps. They inquired as to whether the residents’ suggestion to permanently protect the land would meet with the Corps’ restoration requirements and further, whether the Corps would be amenable to the Town pursuing that process, which might slow down the restoration project associated with the current permit. The Corps responded positively

to the idea and provided direction as to the process the Town would need to undertake to turn this idea into a reality.

The parcel in question is a 10.9-acre parcel between Basecamp and Hawn Drive. This area contains highly valuable wetlands, and has experienced substantial wetland losses over the years. The 10.9-acre parcel includes approximately 9.3 acres of wetlands and 1.6 acres of adjacent riparian area/floodplain. The area is currently under threat as the growing population of the Town and Summit County demand more residential and commercial resources. Preservation of this parcel aligns well with taking a “watershed approach” to compensatory wetland mitigation, as described in the US Army Corps of Engineers *2008 Mitigation Rule (2008 Rule)*.

The 10.9-acre parcel proposed for preservation is owned by the Town. This land is currently zoned Open Space District, which precludes most commercial and residential uses; however, any property in Frisco can be rezoned at the discretion of the Town Council and the zoning limitations in place today are not guaranteed in the future. Today this land is also “designated as open space” in accordance with the Frisco Town Charter. However, the Town Charter only restricts this property such that it cannot be leased or sold without a public vote. The Town Charter does not limit the Town Council’s ability to grant licenses, permits, or easements with respect to this property. Nor does the Town Charter directly restrict the broader use of this land or guarantee protection of the existing wetlands. This land is also currently deed restricted such that it “shall not be used or developed in any manner that would substantially impair its wetlands or open space value” in accordance with a 1990’s agreement between the Town of Frisco, Summit County, and the Summit School District. However, any deed restriction is only as strong as the will of the parties involved to retain and enforce the terms of said deed restriction at any given time. As such, this parcel is not currently protected in perpetuity from being sold, leased, or developed. The request from the residents is to protect this parcel in perpetuity from any type of development. This can be accomplished by Council with two readings of an ordinance to grant the easement to a land trust.

In order to implement the resident’s idea, the following procedures are required and are currently being undertaken at this time on Town of Frisco property:

- Compensatory wetland mitigation plan modification submitted to the Corps. The request to the Corps is to preserve this 10.9-acre parcel instead of restoring the 1.7-acre Meadow Creek Site, increasing the mitigation ratio from 2:1 to 12:1. The 0.4 acre Hawn Drive Site would still be restored, as described in the original plan.
- Land survey
- Title
- Baseline
- Floodplain analysis
- Water engineering
- Coordination with a land trust (Continental Divide Land Trust/Colorado Open Lands) for a conservation easement. They have expressed great interest in the parcel and fully support this change to the compensatory wetland mitigation plan.

Once the surveys are complete and the legal descriptions confirmed, the next step would be for Council to adopt an ordinance dedicating what will be referred to as a conservation easement to a land trust to hold the conservation easement and protect the land. The selected Trust will be required to monitor the land annually to ensure no development occurs or no restrictions are violated. By granting a conservation easement to the land trust, and restoring the wetlands on public property, the public property can be protected into perpetuity.

There is an additional 17-acre parcel in this area that also contains highly valuable wetlands. The surveys and title are also being sought on this parcel at this time, and will be reviewed as an additional option with Council.

Financial Impact: The proposed costs associated with the wetlands mitigation were shared with Council on May 14th and totaled \$360,500. The majority of these costs were associated with the amount of work needed to restore the 1.7-acre Meadow Creek site. By preserving the 10.9-acre parcel instead of restoring the 1.7-acre Meadow Creek site, and doing the 0.4-acre Hawn Drive restoration per the original plan, there is a savings to the budget. Total costs for the surveys, title, wetlands consultant, dirt work, plantings, flood plain analysis, engineering, the conservation easement, and a contingency are estimated to be ~\$100,000. This amount has been accounted for and budgeted in the 2019 budget under line item 90-9000-4444.

Alignment with Strategic Plan: The large amount of wetland losses to the Meadow Creek system has dramatically increased the importance of the remaining wetlands. This area of Meadow Creek and its wetlands provide important physical, chemical, and biological functions for the watershed. It contains the largest contiguous wetland area on Town property and is a documented haven for dozens of species of birds, large and small mammals, fish, and insects. It provides essential flood water storage during spring runoff and after rain events which protects dozens of homes and businesses downstream; it performs water quality improvement for water entering Dillon Reservoir from Interstate 70 and the surrounding developments; and other essential functions like food chain support, bank stabilization, and groundwater recharge. By protecting and restoring these wetlands through a conservation easement, the impact will be realized for generations.

These efforts align with the Town Council's 2019-2020 Sustainable Environment Strategic Priority.

Staff Recommendation: Based on the information contained in this report, it is recommended the Town Council move forward with all needed steps for securing a conservation easement on the 10.9-acre parcel between Basecamp and Hawn Drive.

The 0.4 acre Hawn Drive Site will still be restored, as described in the original plan. If the conservation easement cannot be secured, the wetlands work on the 1.7-acres at Willow Preserve Open Space will continue.

Mr. Herb will review the 10.9-acre parcel, as well as the 17-acre parcel, and the wetlands in this area. Staff will be seeking Council direction on the conservation easement and the potential size of the parcel.

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

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

Town of Frisco Work Session June 25, 2019

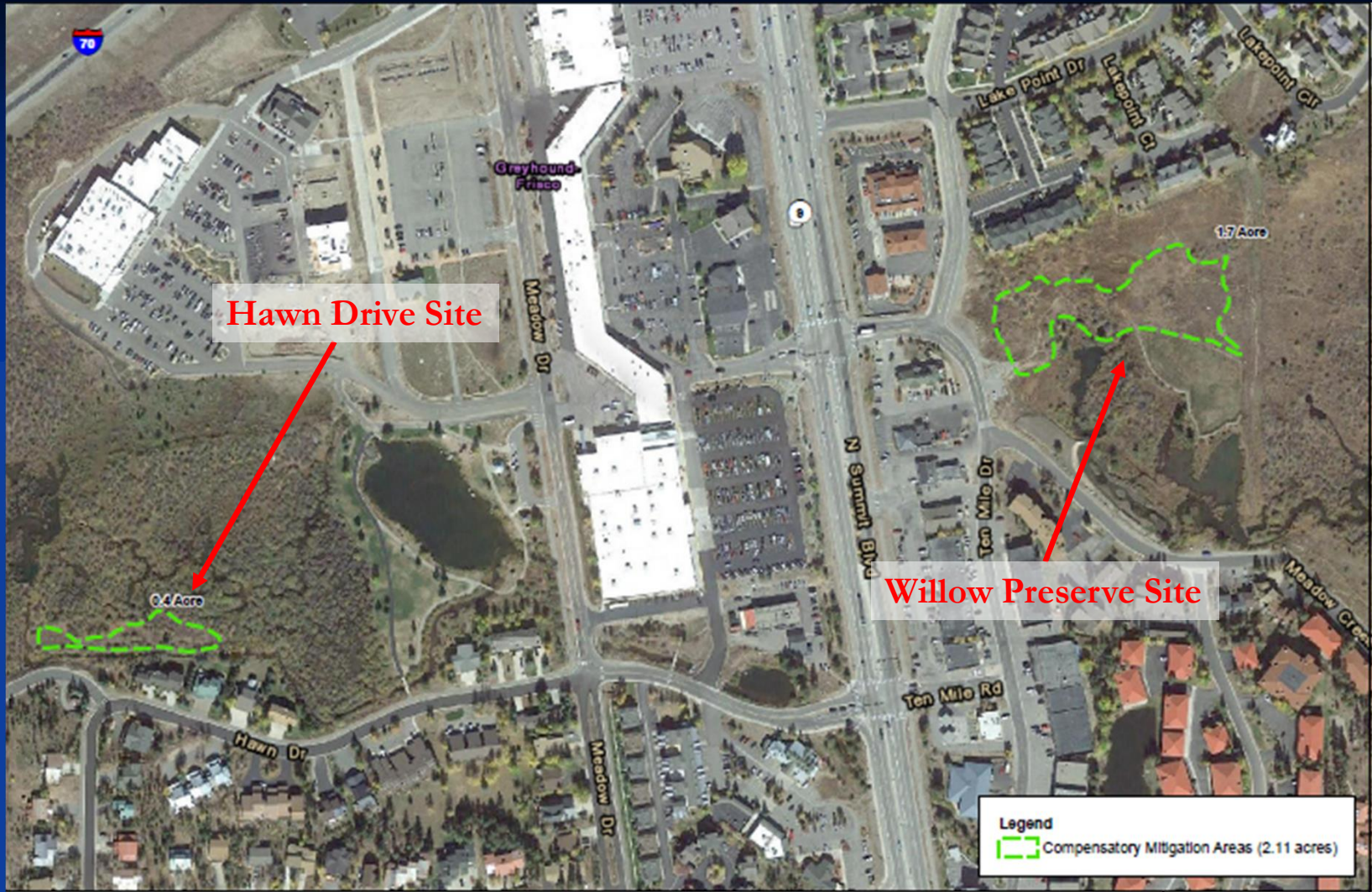


- Wetlands Mitigation Project Update and Conservation Easement
 - Andy Herb, AlpineEco Consulting



Review from May 14, 2019 Meeting

- Clean Water Act
- Avoid, Minimize, Mitigate
- Big Dig Impacts → 1.03 acres
- Required Compensatory Mitigation → 2.1 acres
- Mitigation Strategies
 - Fill removal to restore a wetland
 - Enlarge an existing wetland
 - Create a new wetland



2017

Willow Preserve Site

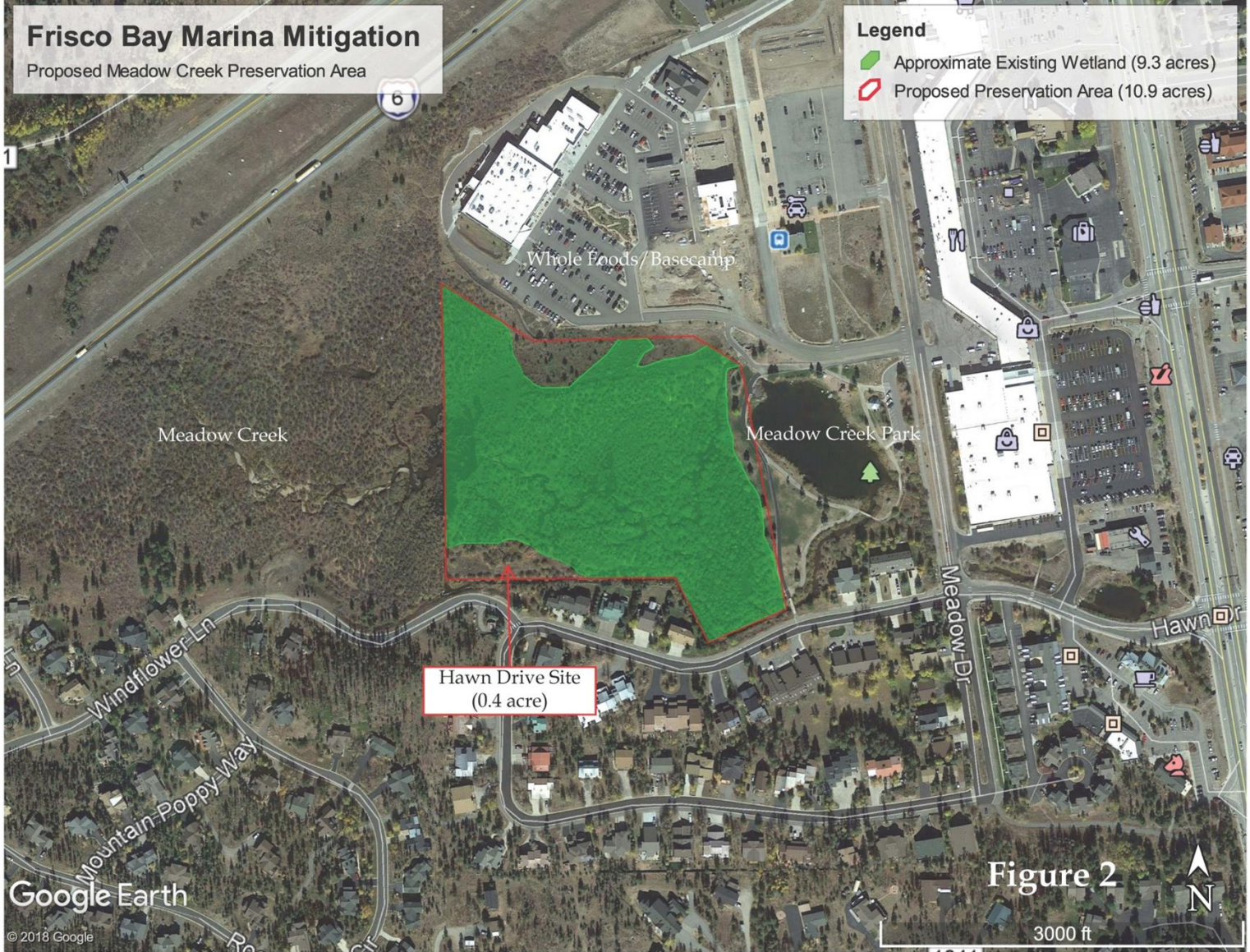
Hawn Drive Site

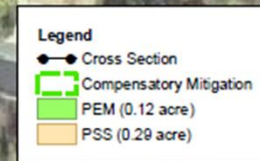
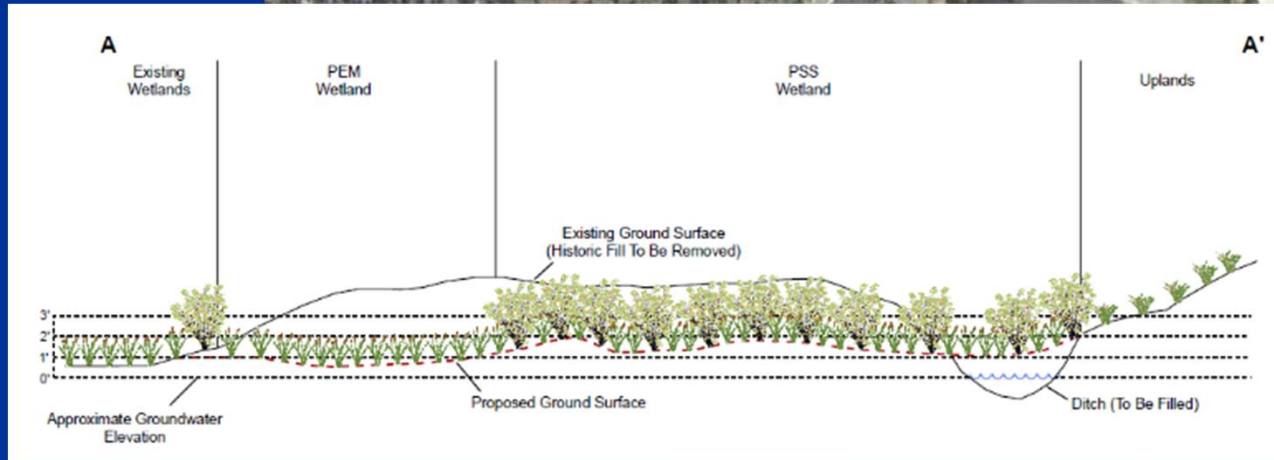
Meadow Creek
Flow



Revised Mitigation Proposal

- Preserve 10.9-acre parcel through a conservation easement instead of restoring the 1.7-acre Meadow Creek Site, increasing the mitigation ratio from 2:1 to 12:1
- Still restore the 0.4 acre Hawn Drive Site
- Request submitted to the Corps on June 19, 2019
- On-going work/progress: land survey, title search, floodplain analysis, water budget, meeting w/land trust (Continental Divide Land Trust/Colorado Open Lands)





Hawn Drive Site

Benefits to Adjacent Private Land







MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL

FROM: NANCY KERRY, TOWN MANAGER

RE: AN EMERGENCY ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING OFFENSES, BY AMENDING SECTION 127-11, CONCERNING OPEN FIRES AND FIREWORKS, TO ALIGN THE PROVISIONS OF THE TOWN'S STAGED OPEN FIRE AND FIREWORKS BANS, WITH THE PROVISIONS OF THE STAGED OPEN FIRE AND FIREWORKS BANS THAT MAY BE ESTABLISHED WITH SUMMIT COUNTY FROM TIME TO TIME; DECLARING AN EMERGENCY; AND PROVIDING FOR THE IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE

DATE: JUNE 25 , 2019

Summary and Background: Currently, each Town in Summit County and Summit County itself have their own procedures for entering and exiting fire restrictions although the criteria, policies, and implementation of fire bans typically occur in similar fashion within similar time frames.

Analysis: The purpose of attached ordinance amending Chapter 127 of the Code of Ordinances of the Town of Frisco, (Section 127-11) is to bring the Town's Code into alignment with the Intergovernmental Agreement (IGA) proposed for adoption earlier in this Town Council meeting of June 25, 2019.

SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS FIRE RESTRICTION REFERENCE

STAGE 1	STAGE 2
<ul style="list-style-type: none"> Human caused risk is moderate or high over the next 14 days 	<ul style="list-style-type: none"> Human caused risk is high or extreme over the next 14 days
<ul style="list-style-type: none"> Regional preparedness level 	<ul style="list-style-type: none"> Regional preparedness level of 5
<ul style="list-style-type: none"> Live fuel moistures are at or approaching historic thresholds 	<ul style="list-style-type: none"> Live fuel moistures well below historic thresholds
<ul style="list-style-type: none"> No significant relief in fire weather forecast during the next 7 days 	<ul style="list-style-type: none"> No significant relief in fire weather forecast during the next 7 days
<ul style="list-style-type: none"> An energy release component (ERC) of 80% or greater trending upwards with representative specific fuel models 	<ul style="list-style-type: none"> An energy release component (ERC) greater than 90% trending upwards with representative specific fuel models
<ul style="list-style-type: none"> An adjective rating of moderate or higher by local fire agencies 	<ul style="list-style-type: none"> An adjective rating of very high by local fire agencies

Financial Impact: There is no financial impact to the Town of Frisco by adopting the attached ordinance. There may be costs associated with entering and exiting Stage 1 and Stage 2 fire restrictions as it relates to staffing, inspection, and enforcement. These costs are also possible under the existing code.

Alignment with Strategic Plan: The criteria for entering/exiting Stage 1 and Stage 2 align with Town Council's Strategic Priority, Sustainable Environment.

Staff Recommendation: It is the recommendation of the Town Manager that the Council adopt the attached ordinance amending the Town's Code.

Attachments: Ordinance for adoption

Reviews and Approvals:

This report has been written by Nancy Kerry, Town Manager
Bonnie Moinet, Finance Director - Approved

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-10**

AN EMERGENCY ORDINANCE AMENDING CHAPTER 127 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING OFFENSES, BY AMENDING SECTION 127-11, CONCERNING OPEN FIRES AND FIREWORKS, TO ALIGN THE PROVISIONS OF THE TOWN'S STAGED OPEN FIRE AND FIREWORKS BANS, WITH THE PROVISIONS OF THE STAGED OPEN FIRE AND FIREWORKS BANS THAT MAY BE ESTABLISHED WITHIN SUMMIT COUNTY FROM TIME TO TIME; DECLARING AN EMERGENCY; AND PROVIDING FOR THE IMMEDIATE EFFECTIVE DATE OF THIS ORDINANCE

WHEREAS, the Town Council finds that from time to time, as a result of periodic drought conditions, there exists within central Colorado extreme fire danger and the imminent threat of widespread or severe damage, injury, or loss of life or property resulting from fire which requires coordinated action to avert danger or damage and to protect the health, safety and welfare of the citizens of the Town of Frisco; and

WHEREAS, the Sheriff of Summit County, Colorado, is designated as the fire warden of Summit County under the provisions of Section 30-10-512, C.R.S.; and

WHEREAS, Summit County has previously adopted, and recently amended, regulations concerning open fires and fireworks under which certain criteria are used to assess the risk of fires and to set various stages of fire restrictions based upon the level of risk; and

WHEREAS, Frisco has previously adopted regulations concerning open fires and fireworks under which there are various stages of fire restrictions; and

WHEREAS, Frisco desires that its laws concerning open fires and fireworks, and the various stages of fire restrictions, be consistent with the laws that exist within the unincorporated areas of the Summit County; and

WHEREAS, the Town Council of the Town of Frisco determines that in order to avoid inconsistency of the laws between the jurisdictions in Summit County as they relate to open fires and fireworks and staged restrictions, and to thereby encourage compliance with these vital laws, it is necessary to amend its existing code provisions on an emergency basis because such staged restrictions are necessary for the immediate preservation of the property, health, safety and welfare of the citizens of the Town of Frisco.

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

SECTION 1. Section 127-11 of the Code of Ordinances of the Town of Frisco, concerning open fires and fireworks, is hereby amended to read as follows:

§127-11. Open Fires and Fireworks.

A. If the Town Manager finds, based on competent evidence and after consultation with the Sheriff of Summit County, that there exists a significant threat of wildfires due to recent or

anticipated weather conditions and/or forest conditions in Summit County, or that Summit County has established Stage 1 fire restrictions in the unincorporated areas of the county, then he or she shall may cause to be posted, on the Town's website and at each location designated by resolution of the Town Council in January of each year for the posting of notices of Town Council meetings, a notice that states as follows:

PUBLIC NOTICE

**TOWN OF FRISCO STAGE 1 OPEN FIRE AND FIREWORKS BAN IN EFFECT
PURSUANT TO SECTION 127-11 OF THE CODE OF THE TOWN OF FRISCO**

- B. If the Town Manager finds, based on competent evidence and after consultation with the Sheriff of Summit County, that there exists a significant and imminent threat of wildfires due to recent or anticipated weather conditions and/or forest conditions in Summit County, or that Summit County has established Stage 2 fire restrictions in the unincorporated areas of the county, then he or she shall may cause to be posted, on the Town's website and at each location designated by resolution of the Town Council in January of each year for the posting of notices of Town Council meetings, a notice that states as follows:

PUBLIC NOTICE

**TOWN OF FRISCO STAGE 2 OPEN FIRE AND FIREWORKS BAN IN EFFECT
PURSUANT TO SECTION 127-11 OF THE CODE OF THE TOWN OF FRISCO**

- C. At any time during which a Stage 1 notice is posted in accordance with subsection A above, it shall be unlawful to set, maintain, or allow the setting or maintenance of an open fire within the Town of Frisco, and, further, it shall be unlawful to sell or use fireworks within the Town of Frisco. Notwithstanding the foregoing, the following types of open fire and fireworks are permitted:
- ~~1. Fires contained within liquid-fueled or gas fueled stoves;~~
 - ~~2. Fires in fireplaces or stoves within all buildings;~~
 - ~~3. Charcoal fueled fires contained within grills and chimineas;~~
 - ~~4. Fires on private property within permanent fire pits, or within self-contained outdoor fire bowls or outdoor chimney units with screened covers placed on a concrete or asphalt surface, if:
 - ~~a. Such contained fire is under constant supervision;~~
 - ~~b. Adequate fires suppression apparatus is available at the location of the contained fire;~~~~
 - ~~5. Pre-approved public fireworks displays;~~
 - ~~6. Fires used to inflate and propel hot air balloons; and~~
 - ~~7. Fires authorized by the Town, a Fire Protection District, the United States Forest Service, or the Summit County Environmental Health Department pursuant to a properly issued permit.~~

1. Fires on private property under the following conditions:
 - a. The fire is contained to a commercially designed and manufactured outdoor fireplace or portable outdoor fireplace (see definitions below) that is assembled, located, and operated in accordance with the manufacturer's instructions. Any device that meets these criteria will also be equipped with a protective screen that reduces the spread of embers;
 - b. The area directly underneath the fireplace is barren;
 - c. The fire is at least fifteen (15) feet from any flammable material and/or structure; and
 - d. The size of the fire is no larger than (3) feet wide and (2) feet tall.
2. Any fire within a designated dispersed camping site or picnic area that is contained within a permanent metal fire ring.
3. Fires contained within a gas, charcoal and/or wood pellet grill.
4. Pile burns with the appropriate permits from the local fire protection district.
5. Provided, however, that the occurrence of any permissible fire, as detailed above, must also include the following safety measures:
 - a. Be constantly attended by a responsible adult;
 - b. Be extinguished and cool to the touch prior to leaving unattended;
 - c. Have available for immediate utilization a minimum of:
 - i. one (1) portable fire extinguisher with a minimum 2A 10BC rating; or
 - ii. a minimum 5gallon water container; or
 - iii. a charged garden hose shall be available for immediate utilization.
6. Any fire contained within a fireplace, stove, wood burning stove, or pellet stove designed for and located within a fully enclosed permanent structure.
7. Fires caused or administered by any Federal, State, or local officer or member of an organized rescue or firefighting force in the performance of an official duty, or fireworks that are part of pre-approved professional fireworks display.
8. Smoking outdoors is permitted so long as the individual is at least (3) feet away from natural vegetation and/or flammable materials.
9. Operation of a chainsaw is permitted as long as the operator is equipped with a minimum 2A 10BC classified dry chemical fire extinguisher available for immediate use.

10. The outdoor use of any open flame torch device is permitted under the following conditions:

- a. Device is at least fifteen (15) feet away from natural vegetation and/or flammable materials; and
- b. A minimum 2A 10BC classified dry chemical fire extinguisher is available for immediate use.

11. Inflation or propulsion of a hot air balloon is permitted.

12. Use of an "off-highway vehicle" in compliance with C.R.S. 33-14.5-101 et. seq. is permitted.

Any activity or open fire or firework that does not specifically adhere to the criteria listed above shall be prohibited during Stage 1 open fire and fireworks ban, including but not limited to the following:

1. The use and/or sale of recreational fireworks and tracer ammunition, including recreational use of any projectile containing explosive material, incendiary material, or other chemical substance;
2. The use and/or sale of recreational explosives, including explosive targets;
3. Disposal of any burning object outdoors, including without limitation, any cigarette, cigar or match.

D. At any time during which a Stage 2 notice is posted in accordance with subsection B above, it shall be unlawful to set, maintain, or allow the setting or maintenance of an open fire within the Town of Frisco, and, further, it shall be unlawful to sell or use fireworks within the Town of Frisco. Notwithstanding the foregoing, the following types of open fire and fireworks are permitted:

1. ~~Build, maintain, attend or use any outdoor fire, including but not limited to a campfire, or a fire in a charcoal grill, coal or wood burning stove including, without limitation, the use of any such fire, grill or stove within developed camping or picnic grounds;~~
2. ~~Dispose of any burning object outdoors, including without limitation, any cigarette, marijuana, cigar or match;~~
3. ~~Use or sell any fireworks, or to use any explosive requiring a fuse or blasting cap, including without limitation any rocket or exploding target;~~
4. ~~Operate a chainsaw without an approved spark arrestor, five (5) gallons of water, a "2A10BC" classified dry chemical fire extinguisher, and a round point shovel with an overall length of at least 36 inches at hand and ready for use; for purposes of this subsection, "at hand and ready for use" shall mean, with respect to the fire extinguisher, that the fire extinguisher is immediately available to the chainsaw operator at all times and, with respect to the water and shovel, that such items are readily accessible by the~~

~~operator and may be obtained by the operator and brought to the site of operation within one minute;~~

~~5. Weld or operate an acetylene or other torch with an open flame outdoors; or~~

~~6. Inflate or propel a hot air balloon.~~

1. Fire contained within a gas grill.
2. Any fire contained within a fireplace, stove, wood burning stove, or pellet stove designed for and located within a fully enclosed permanent structure.
3. Smoking outdoors is permitted so long as the individual is at least (3) feet away from natural vegetation and/or flammable materials.
4. Operation of a chainsaw is permitted as long as the operator is equipped with a minimum 2A 10BC classified dry chemical fire extinguisher available for immediate use.
5. The outdoor use of any open flame torch device is permitted under the following conditions:
 - a. Device is at least fifteen (15) feet away from natural vegetation and/or flammable materials; and
 - b. A minimum 2A 10BC classified dry chemical fire extinguisher is available for immediate use.
6. Use of an "off-highway vehicle" is permitted under the following conditions:
 - a. Off-highway vehicle must remain on the surface of a designated "off-highway vehicle route"; and
 - b. If parked:
 - i. Off-highway vehicle must be located in a barren area within ten (10) feet of the designated off-highway vehicle route; and/or
 - ii. Off-highway vehicle must be located in a designated off-highway vehicle "staging area".

Any activity or open fire or firework that does not specifically adhere to the criteria listed directly above shall be prohibited during Stage 2 open fire and fireworks ban, including but not limited to the following:

1. Fires on private property.
2. Fires in designated dispersed camping or picnic areas.
3. Use of a charcoal and/or wood pellet grill.

4. The use and/or sale of any explosives, including explosive targets (commercial applications will be reviewed on a case by case basis and may receive special permits from the police chief if the chief finds that no significant risk of fire is presented by the proposal).
 5. Commercial sale of firewood and/or charcoal.
 6. Inflation or propulsion of a hot air balloon.
 7. Use of any projectile containing explosive material, incendiary material, or other chemical substance, including tracer ammunition.
 8. Any type of fireworks display. This restriction includes previously licensed professional fireworks displays.
 9. Pile bums (regardless of previously issued permits by appropriate local officials):
 10. Operating or using any internal or external combustion engine without a spark arresting device properly installed, maintained and in effective working order meeting either USDA Forest Service Standard 5100-1a (as amended) or appropriate Society of Automotive Engineers (SAE) recommended practice J335(b) and J350(a), 36 CFR§ 261.52(j) and 43 CFR§ 9212.1(h)
- E. ~~The prohibition on fires that is set forth in subsection “D” above shall not include fires contained within (i) a liquid-fueled or gas-fueled stove, or (ii) a fireplace contained within a fully enclosed building. The prohibition on fireworks that is set forth in subsection “D” above shall not include commercial, professional and municipal fireworks displays that have received specific written approval from the Summit County Sheriff.~~
- F. For purposes of this Section, an “Open Fire” shall be defined as any outdoor fire, including but not limited to campfires, warming fires, bonfires, or the prescribed burning of fence rows, fields, wildlands, trash or debris.
- ~~G.~~ For purposes of this Section, “Fireworks” shall mean any article, device or substance prepared for the primary purpose of producing a visual or auditory sensation by combustion, explosion, deflagration or detonations, including, without limitation, the following articles and devices commonly known and used as fireworks: toy cannons or toy canes in which explosives are used, blank cartridges, the type of balloon which requires fire underneath to propel the same, firecrackers, torpedoes, skyrockets, rockets, Roman candles, sparklers, fountains, Day-Glo bombs, cigarette loads and torches, or other fireworks of like construction, and any fireworks containing any explosive or flammable compound, or any tablets or other device containing any explosive substance. “Fireworks” shall not include any toy caps that do not contain more than twenty-five hundredths of a grain of explosive compound per cap; trick matches, trick noisemakers, toy smoke devices and novelty auto alarms; or highway flares, railway fuses, ship distress signals, smoke candles and other emergency signal devices.

SECTION 2. Should any one or more sections or provisions of this Ordinance be judicially determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remaining sections or provisions of this Ordinance, it being the intent of the Town Council of the Town of Frisco that such invalid or unenforceable provisions are severable.

SECTION 3. The Town Council of the Town of Frisco finds and concludes that this Ordinance is necessary for the immediate preservation of the health, safety, and welfare of the citizens of the Town of Frisco in times of fire danger, and to protect the citizens of the Town of Frisco during such times and, therefore, this Ordinance shall be effective immediately upon its approval by the Town Council.

INTRODUCED, PASSED AND FINALLY ADOPTED ON FIRST READING, AND PUBLICATION AND POSTING IN ACCORDANCE WITH SECTION 3-10(C) OF THE TOWN CHARTER ORDERED THE 25TH DAY OF JUNE, 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: NANCY KERRY, TOWN MANAGER AND
THAD RENAUD, TOWN ATTORNEY**

**RE: AN ORDINANCE AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF THE TOWN OF
FRISCO, CONCERNING BIDDING PROCEDURE AND CONTRACT FORMATION, BY AMENDING
SECTIONS 9-1, CONCERNING REQUIREMENTS AND EXCEPTIONS FOR BIDDING, AND 9-3
CONCERNING BID SPECIFICATIONS, TO PROVIDE FOR THE APPROVAL OF CERTAIN TYPES OF
AGREEMENTS FOR SERVICES WITHOUT A BIDDING PROCESS**

DATE: JUNE 25, 2019

Summary and Background: Adoption of this ordinance would separate two types of contracts that regularly come before the Council. This ordinance amends the process for contracts used for consulting, professional and technical assistance, planning projects, design projects, and pre-construction projects. Under the proposed ordinance professional service contracts may be solicited through a Request for Proposal, a Request for Qualifications, and/or by non-competitive bidding. The bidding and contract formation process for a traditional capital improvement project does not change.

Analysis and Ordinance: The Town Attorney has prepared an Ordinance (Attachment 1) that, if adopted, would amend the procedure for the requirements and exceptions for bidding and bid specifications. From time to time, the Town may need or desire to contract for professional services with certain individuals or entities due to their specialized skills, knowledge and/or experience, their reputation in the field and/or special experience in Frisco's geographic region; or due to their ready availability within an unexpected timeframe; or during a time when other similar professional service providers are not available.

Financial Impact: The proposed ordinance has no direct financial impact.

Strategic Plan Alignment: Amending the bidding procedure aligns with the Council's Strategic Priorities of Quality Core Services by providing an opportunity to choose the best qualified contracts for Town projects.

Staff Recommendation: It is the recommendation of the Town Manager that the Council adopt the attached ordinance amending the Town's Code.

Attachments: Ordinance for adoption

Reviews and Approvals: This report has been written by Nancy Kerry, Town Manager.

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-11**

AN ORDINANCE AMENDING CHAPTER 9 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING BIDDING PROCEDURES AND CONTRACT FORMATION, BY AMENDING SECTIONS 9-1, CONCERNING REQUIREMENTS AND EXCEPTIONS FOR BIDDING; AND 9-3, CONCERNING BID SPECIFICATIONS; TO PROVIDE FOR THE APPROVAL OF CERTAIN TYPES OF AGREEMENTS FOR SERVICES WITHOUT A BIDDING PROCESS

WHEREAS, Section 14-7 of the Charter for the Town of Frisco provides that, "[t]he Town Council shall establish, by ordinance, procedures requiring competitive bidding for contracts for the procurement of services, equipment and supplies" but that, "[a]ny such ordinance may provide exclusions from the competitive bidding requirements for contracts below an amount specified in the ordinance, for the types of contracts specified in the ordinance, and for the types of services, equipment or supplies specified in the ordinance;" and

WHEREAS, Chapter 9 of the Code of Ordinances of the Town of Frisco regulates bidding procedures and contract formation; and

WHEREAS, Section 9-3 of the Code describes those contracts that shall be submitted for competitive bidding and those contracts that shall be excluded from such requirements; and

WHEREAS, from time to time, the Town may need or desire to contract for professional services with certain individuals or entities due to their specialized skills, knowledge and/or experience, their reputation in the field and/or special experience in Frisco's geographic region, or due to their ready availability within an unexpected timeframe, or during a time when other similar professional service providers are not available; and

WHEREAS, the Town Council has determined that it is desirable and in best the interest of the Town to allow for the exclusion from competitive bidding requirements, upon certain findings by the Town Manager, contracts for professional services that the Town Manager believes are best obtained from a certain individual or entity due to that individual's or entity's specialized skills, knowledge and/or experience, reputation in the field and/or special experience in Frisco's geographic region, or due to their ready availability within an unexpected timeframe or during a time when other similar professional service providers are not available.

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

Section 1. Section 9-1 of the Code of Ordinances of the Town of Frisco, Colorado, concerning formal bidding requirements, is hereby amended to read as follows:

The Town recognizes the need to use outside sources for providing professional services, constructing capital projects, procuring supplies and equipment and providing services for day-to-day operations and maintenance. Except as otherwise set forth in subsections 9-3.F and G of this Chapter, contracts for such services, supplies and equipment in excess of fifty thousand dollars (\$50,000) shall be awarded through the formal competitive bid process as set forth in this Chapter

Section 2. Subsection 9-3.F of the Code of Ordinances of the Town of Frisco, Colorado, concerning Town Council authorized exceptions to competitive bidding requirements, is hereby amended to read as follows:

F. _____ Town Council is authorized to approve contracts for any amount, without a competitive bidding process, for goods or services that, in the opinion of Council, are best obtained from a single or sole source due to one (1) or more factors including, but not limited to, specialized skills, special knowledge and/or experience, unique and relevant experience, knowledge of the Town and geographic region, ~~or~~ exceptional qualifications or reputation in the field, or ready availability within an unexpected timeframe or during a time when other similar good or service providers are not available. When authorizing such contracts, Council shall by motion, resolution or ordinance describe the factor(s) that cause it to approve such contract without a competitive bidding process.

Section 3. A new subsection 9-3.G, concerning Town Manager authorized exceptions to competitive bidding requirements for contracts for professional services, is hereby added to the Code of Ordinances of the Town of Frisco to read as follows:

G. _____ For professional services approved in the budget, the Town Manager is authorized to approve contracts in the amount of one hundred thousand dollars (\$100,000.00) or less, without a competitive bidding process, if in the opinion of the Town Manager the services are best obtained from a single or sole source due to one (1) or more of the following factors: (i) specialized skills, and/or special knowledge and/or experience, (ii) unique and relevant experience, (iii) knowledge of the Town and/or geographic region, (iv) exceptional qualifications or reputation in the field, or (v) ready availability within an unexpected timeframe or during a time when other similar professional service providers are not available. At the next regular Town Council meeting after approving any such contract, the Town Manager shall provide to the Town Council, in writing, a description of the contract and its dollar amount, and the factor(s) that caused the Town Manager to approve it.

Section 4. Severability. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 25TH DAY OF JUNE, 2019.

TOWN OF FRISCO, COLORADO

Gary Wilkinson, Mayor

Attest:

Deborah Wohlmuth, CMC, Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BILL GIBSON, ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR
RE: ORDINANCE 19-12 CONSIDERING AN ORDINANCE AMENDING ORDINANCE 18-06, AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY CONSISTING OF A 4,131 SQ. FT. (0.095 ACRES) TRACT OF THE SOUTH FIRST AVENUE RIGHT-OF-WAY WITHIN BLOCK 38, FRISCO TOWNSITE
DATE: JUNE 25, 2019

Summary and Background: The Applicants, Brian and Debra Reiss, are requesting a waiver of the demolition and building permit fees and water tap fee associated with the construction of a new deed restricted affordable housing unit located at 421 Juniper Drive. This deed restricted unit is associated with a previous ordinance to vacate a portion of street right-of-way, so this request is an amendment to the terms of that ordinance.

On July 10, 2018 the Town Council adopted Ordinance 18-06 to vacate an undeveloped 4,131 square feet (0.095 acres) portion of the South 1st Avenue right-of-way abutting the Applicants' property at 421 Juniper Street which is legally described as Lots 13-15, Block 38, Frisco Townsite. Upon completion of the terms outlined in the Ordinance 18-06, this portion of vacated right-of-way will be incorporated into the Applicants' property.

In exchange for the Town's vacation of this portion of street right-of-way, the Applicants agreed to construct a deed restricted affordable housing unit on their enlarged property. The affordable housing units is to be a standalone townhouse dwelling unit consisting of approximately 1,500 square feet of floor area containing no less than three (3) bedrooms, two (2) baths, and a garage. The unit is to be deed restricted using the Town's standard form of affordable housing covenant with the modifications that ownership and occupancy of the unit shall be limited to an eligible household meeting an income qualification level of 140% AMI (Area Median Income) rather than the standard 100% of AMI, and that the initial sale of the unit be to a resident eligible household with an individual employed within the Town of Frisco.

Analysis: As identified in the Applicants' narrative, the Area Median Income in Summit County decreased from 2018 to 2019, and the maximum sales price limits for deed restricted affordable housing have decreased correspondingly. The maximum sales price for a three (3) bedroom unit at an income level of 140% of AMI was \$580,245 in 2018. In 2019 the maximum sales price limit is \$554,119. This results in a decrease of \$26,126 in the Applicants' anticipated sales price for their new affordable housing unit.

The Applicants' narrative also includes a request for waiver of the affordable housing impact fees. The new unit will be deed restricted as affordable housing. So in the same manner as other deed restricted housing units in Frisco, the affordable housing development impact fee has already been waived in accordance with Town of Frisco Resolution 07-19. This already waived impact fee has a value of \$776 (\$0.50 per square foot of floor area).

Financial Impact: The applicant is requesting a waiver of the following fees:

• Demo/Building Permit:	\$4,827.49
• Plumbing Permit:	\$550.69
• Mechanical Permit:	\$550.69
• Water Tap Fee (1 EQR):	\$4,301.00
Total	\$10,229.87

If the Town Council elects to take action on this item, the costs associated for the project were not included in the 2019 Budget and therefore, the Council will need to provide direction as to the account from which to fund the action and/or amendment to the budget, etc.

Alignment with Strategic Plan: Facilitating the construction of affordable housing aligns with the Town Council's 2019-2020 Inclusive Community Strategic Priority and High Priority Goal of Implementing Housing Solutions.

Staff Recommendation: In that the waiver of fees is a policy decision for the Town Council, Staff does not have a recommendation.

Attachments:

1. Ordinance for Adoption
2. Applicant's Request
3. Ordinance 18-06

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

Joyce Allgaier, Community Development Director - Approved
Bonnie Moinet, Finance Director - Approved
Nancy Kerry, Town Manager - Approved

May 10, 2019

TO: The Honorable Mayor Gary Wilkinson, Hunter Mortensen, Jessica Burley,

Deborah Shaner, Rick Ihnken, Dan Fallon, and Melissa Sherburne

FROM: Brian and Debra Reiss

RE: 421 Juniper Drive Workforce Housing Unit

We are writing to request your consideration in waiving the costs for both the building and demo permits, the water tap fee and the Housing Impact fee on the affordable workforce single family home we are building at 421 Juniper Drive.

The 2019 Area Medium Income drop of \$26,126 from the 2108's \$580,245 to 2019's \$554,119 has financially impacted the limited positive gain between the expenditures and sale of the home. At this time, our expenses are in excess of \$55,000 (application to Town of Frisco, multiple required surveys, appraisal, Asbestos testing, Asbestos mitigation, architectural fees, legal fees, demo cost) before starting construction.

Brian and I continue to move forward on this unique project in building a quality home and legacy for Frisco and families working within the Town of Frisco. We appreciate your consideration on this request.

Thank you

Brian and Debra Reiss

STATE OF COLORADO
COUNTY OF SUMMIT
TOWN OF FRISCO
ORDINANCE 18-06

AN ORDINANCE VACATING A PORTION OF A PUBLIC RIGHT-OF-WAY CONSISTING OF A 4,131 SQ. FT. (0.095 ACRES) TRACT OF THE SOUTH 1ST AVENUE RIGHT-OF-WAY WITHIN BLOCK 38, FRISCO TOWNSITE; GENERALLY LOCATED SOUTH OF PINE DRIVE, NORTH OF PITKIN STREET, EAST OF JUNIPER DRIVE, AND WEST OF 421 JUNIPER DRIVE/LOTS 13-15, BLOCK 38, FRISCO TOWNSITE, AND IS LEGALLY DESCRIBED AND DEPICTED IN "EXHIBIT A" TO THIS ORDINANCE

WHEREAS: the Town of Frisco is the owner of the street right-of-way known as South 1st Avenue Right-of-Way, and depicted on the plat of Amended Frisco Townsite that is recorded at Reception No. 77585 in the Office of the Clerk and Recorder, Summit County, Colorado, including that portion of said right-of-way that is legally described and depicted on Exhibit A to this Ordinance (such portion is hereafter referred to as the "South 8th Avenue Parcel"), and

WHEREAS: the Frisco Town Council finds that the vacation of use, as a public right-of-way, of the South 1st Avenue Parcel, for use in connection with the redevelopment of Lots 13-15, Block 38, Frisco Townsite with a standalone townhouse dwelling unit deed restricted as affordable housing is in the public interest and constitutes an overriding public interest that favors the vacation, and

WHEREAS, the Frisco Town Council finds that the South 1st Avenue Parcel has not been improved or used for street purposes and that no land adjoining the South 1st Avenue Parcel is left without an established public road connecting said land with another established public road; and

WHEREAS, the Frisco Town Council finds that the South 1st Avenue Parcel is no longer necessary for the present or prospective public use or convenience as a public right-of-way.

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

Section 1. That the Town, subject to the conditions set forth in Sections 2 and 3 below, hereby vacates the South 1st Avenue Parcel (as more particularly described below) and all of its rights, title and interest in and to the same, and further, that the Town intends that all of its right title and interest in and to the South 1st Avenue Parcel, shall vest in the owner of Lots 13-15, Block 38, Frisco Townsite. The South 1st Avenue Parcel is legally described and depicted on Exhibit A to this Ordinance and is more particularly described below as follows:

A PARCEL OF LAND BEING A PORTION OF THE 1st AVENUE RIGHT-OF-WAY ACCORDING TO THE AMENDED MAP OF FRISCO TOWNSITE (REC. NO. 77585) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 13, BLOCK 38 OF SAID FRISCO TOWNSITE; THENCE S11 °07' 00 "W A DISTANCE OF 140.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 13; THENCE S78 °53' 00 "W A DISTANCE OF 42.86 FEET; THENCE N00 °1 8' 59 "W A DISTANCE OF 142.52 FEET; THENCE N78053' 00 "E A DISTANCE OF 16.16 FEET TO THE POINT OF BEGINNING, CONTAINING 4,131 SQUARE FEET, OR 0.095 ACRE, MORE OR LESS.

Section 2. That this Ordinance shall not cause the use of the South 1st Avenue Parcel as a public right-of-way to be vacated until this Ordinance is filed by the Town Clerk for recording in the Office of the Summit County Clerk and Recorder. The Town Clerk shall not file this Ordinance for recording in said office until each of the following events have occurred:

- a. The owner of Lots 13-15, Block 38, Frisco Townsite has caused a final plat to be approved by the Town of Frisco and fully executed within ninety (90) days of the adoption of Ordinance 18-06. The applicant shall include said vacated property within the plat of their adjacent property, located at Lots 13-15, Block 38, Frisco Townsite.
- b. The owner of Lots 13-15, Block 38, Frisco Townsite has obtained all necessary development approvals and building permits, completed construction, and obtained a Certificate of Occupancy for a standalone townhouse dwelling unit consisting of approximately 1,500 square feet of floor area, containing no less than three bedrooms and two bathrooms and a garage ("the Unit").
- c. The owner of Lots 13-15, Block 38, Frisco Townsite has executed the Town's standard form of affordable housing covenant (the "Residential Housing Restrictive Covenant and Notice of Lien") that has been revised to restrict the ownership and occupancy of the Unit at the 140% of area median income (AMI) level and to provide for the initial sale of the Unit only to a resident eligible household with an individual employed within the Town of Frisco, and thereafter to be sold with a preference for a resident eligible household with an individual employed within the Town of Frisco, and a requirement for sale to a resident eligible household with an individual employed within Summit County. Said covenant shall run with the land and be recorded into the records of the Summit County Clerk and Recorder.

Section 3. The Town of Frisco may withhold issuance of a Certificate of Occupancy for any new structure(s) at Lots 13-15, Block 38, Frisco Townsite until such time as the owner of Lots 13-15, Block 38, Frisco Townsite has obtained a certificate of occupancy for the Unit and executed said affordable housing covenant.

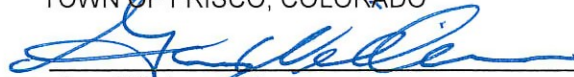
Section 4. Severability. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 5. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 26th DAY OF JUNE 2018.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 10th DAY OF JULY, 2018.

TOWN OF FRISCO, COLORADO



Gary Wilkinson, Mayor

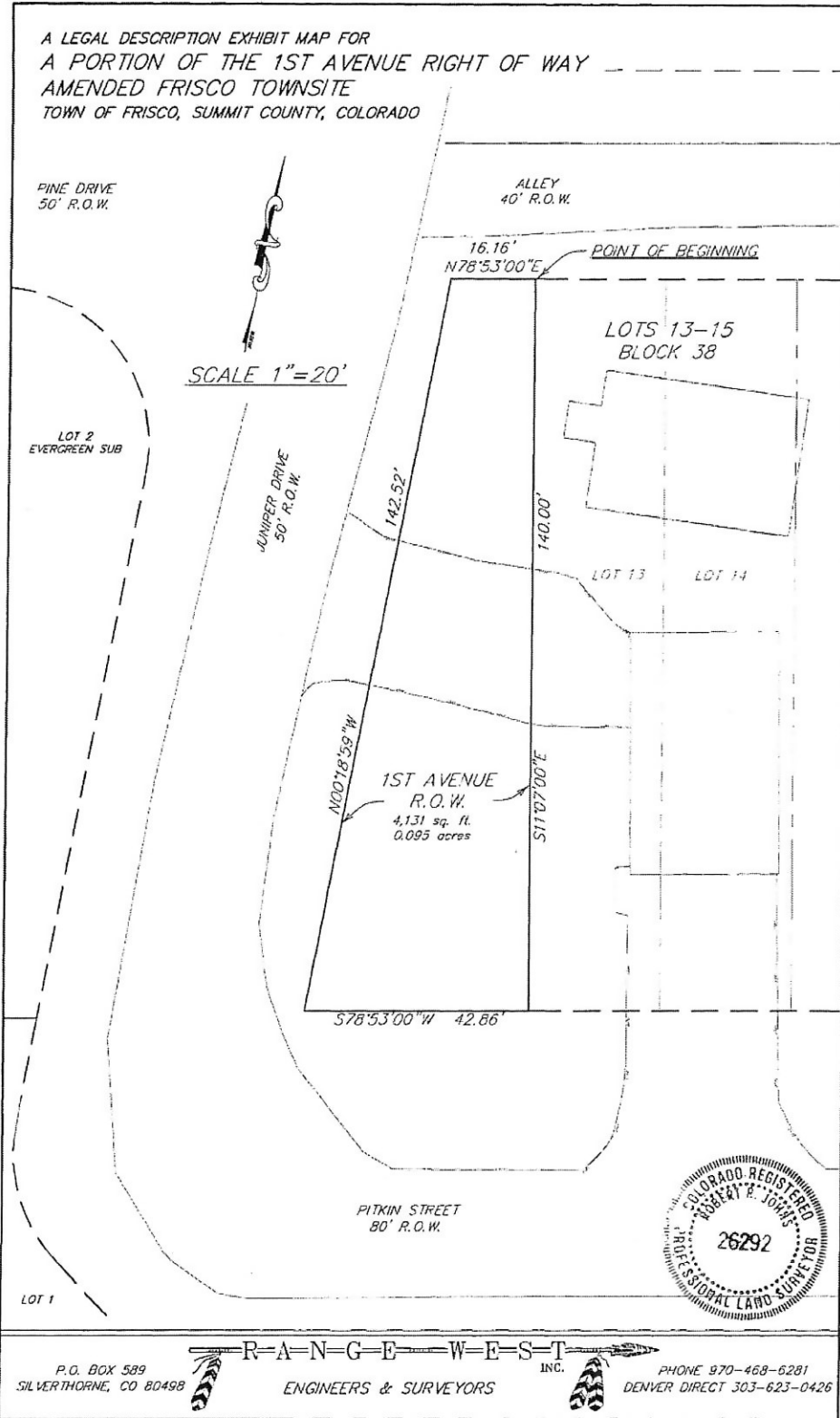
Attest:



Deborah Wohlmuth, CMC, Town Clerk

EXHIBIT A

A LEGAL DESCRIPTION EXHIBIT MAP FOR
 A PORTION OF THE 1ST AVENUE RIGHT OF WAY
 AMENDED FRISCO TOWNSITE
 TOWN OF FRISCO, SUMMIT COUNTY, COLORADO



P.O. BOX 589
 SILVERTHORNE, CO 80498

R-A-N-G-E-W-E-S-T
 INC.
 ENGINEERS & SURVEYORS

PHONE 970-468-6281
 DENVER DIRECT 303-623-0426

DRAWING: LGL-ROW

PROJECT NO. 21656-411

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-12**

AN ORDINANCE AMENDING ORDINANCE 18-06, AN ORDINANCE VACATING A PORTION OF PUBLIC RIGHT-OF-WAY CONSISTING OF A 4,131 SQ. FT. (.095 ACRES) TRACT OF THE SOUTH FIRST AVENUE RIGHT-OF-WAY WITHIN BLOCK 38, FRISCO TOWNSITE.

WHEREAS: by way of Town of Frisco Ordinance No. 18-06, the Frisco Town Council vacated use, as a public right- of-way, of an unimproved portion of South First Avenue on the condition that it be used in connection with the redevelopment of Lots 13- 15, Block 38, Frisco Townsite, with a standalone townhouse dwelling unit deed restricted as affordable housing (the "Affordable Unit"); and

WHEREAS: as a result of the drop in area median income between 2018 and 2019, the owners of the property benefitted by the vacation have requested that the Town waive certain fees that would otherwise be incurred in connection with the construction of the Affordable Unit , and

WHEREAS, the Frisco Town Council finds that, to incentivize the construction of the Affordable Unit, it is in the best interests of the Town to waive certain development-related fees for the Affordable Unit as set forth herein.

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

Section 1. Any provision of Town of Frisco Ordinance 18-06, or of the Code of Ordinances for the Town of Frisco notwithstanding, the Town shall: (i) charge no fees in connection with the review and issuance of a building permit for the Affordable Unit, (ii) charge no fees in connection with the review and issuance of a demolition permit in connection with the Affordable Unit and (iii) charge no plant investment fees in connection with the issuance of a water tap permit for the Affordable Unit.

Section 2. Except as may be amended hereby, all provisions of Town of Frisco Ordinance 18-06 and of the Code of Ordinances for the Town of Frisco shall remain in full force and effect.

Section 3. Severability. If any section, subsection or clause of this Ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 4. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 25TH DAY OF JUNE, 2019.

TOWN OF FRISCO, COLORADO

Gary Wilkinson, Mayor

Attest:

Deborah Wohlmuth, CMC, Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: **Second Reading of An ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE AGREEMENT CONCERNING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN AND LEGALLY DESCRIBED AS LOTS 3 AND 4, BLOCK 11, FRISCO TOWNSITE, ALSO KNOWN AS 518 MAIN STREET AND AS THE "STALEY HOUSE" PROPERTY, AMENDING THE AGREEMENT FOR THE PROJECT KNOWN AS THE "FOOTE'S REST PROJECT"**
DATE: JUNE 25, 2019

Summary: This is the second reading of the Ordinance approved by the Town Council on June 11, 2019 approving a second amendment to the Purchase, Sale and Development Agreement (see Attachment 1) for the following changes:

- 1) A request to relocate the approved employee housing to an off-site location (already identified and owned by Mr. Foote); and
- 2) A request to reconfigure the internal site plan of the hotel resulting in a change from 65 units to 75 units (utilizing the six (6) employee housing units as hotel rooms and reconfiguring the proposed four (4) suites into separate rooms); and
- 3) A request to reduce the minimum number of bowling lanes to six (6) lanes.

Background: The Applicant's project was approved by the Planning Commission on March 14, 2017 (Attachment 3) pending subsequent, and required, approval by the Town Council rezoning to Lots 1-12, Block 11, Frisco Townsite to the Historical Overlay District, which was approved by the Town Council on January 23, 2018 (Attachment 4). The Applicant has provided a project summary and description, which is included (Attachment 5).

Staff Analysis and Recommendation:

If the Council desires to approve the Second Amendment to the Purchase and Sale Agreement, it Council must pass a motion adopting the attached ordinance (Attachment 2).

Financial Impact: Should the project be completed, the Applicant has estimated average daily room rates and occupancy levels, coupled with on-site sales, will generate approximately, \$1M in annual lodging and sales tax revenue for the Town of Frisco; that figure does not account for any transfer of sales from other local businesses due to the generation of estimated increase in daily occupants.

Attachment 1

SECOND AMENDMENT
To Purchase And Sale Agreement

TOWN OF FRISCO

AND

NATHANIEL KELLY FOOTE

SECOND AMENDMENT

TO

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

Dated as of June 25, 2019

THIS SECOND AMENDMENT TO PURCHASE, SALE AND DEVELOPMENT AGREEMENT (this “Second Amendment”), dated as of June 25, 2019, is made by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the “Town”), and NATHANIEL KELLY FOOTE, an individual (together with any permitted successors and/or assigns, “Developer”).

Recitals

This Second Amendment is made with respect to the following facts:

A. The Town and the Developer entered into that certain Purchase, Sale and Development Agreement dated as of March 14, 2017 (the “Agreement”); and

B. The Town and the Developer entered into that certain First Amendment to Purchase, Sale and Development Agreement dated as of January 23, 2018 (the “First Amendment”); and

C. Pursuant to the Agreement and First Amendment, the Developer has agreed to design and construct the project on the Redevelopment Property (as defined in the Agreement) in accordance with the Agreement and First Amendment and with all applicable local, state and federal laws; and

D. The Town and the Developer desire to amend the Agreement and First Amendment to make certain adjustments to the requirements of the Agreement and First Amendment related to (i) the location of the employee housing to be provided in connection with the project; (ii) the maximum number of hotel rooms to be constructed as part of the project; and (3) the minimum number of bowling lanes to be constructed for the bowling alley that is to be a part of the project.

Agreement

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement and the First Amendment is hereby amended as follows:

Section 1. Section 2.01 of the Agreement is amended to read as follows:

Section 2.01 Description of the Development. The Project is the redevelopment of the Redevelopment Property in accordance with this Agreement, including the Development Conditions. The exact nature of the Project shall be at the discretion of the Developer, so long as each and every aspect of the Project meets each and every requirement set forth in this Agreement, and has received any and all Town approvals required to construct the Project pursuant to the requirements of the Town Code.

Without limiting the generality of the foregoing, the Project shall include the construction or provision of:

1. a hotel with not more than seventy-five (75) rooms/suites and containing an elevated plaza of not less than one-thousand (1,000) square feet in area, which elevated plaza shall be adjacent to and not more than two (2) floors above the outdoor, at-grade plaza specified below;
2. a restaurant(s) and bar(s);
3. a not less than six (6) lane bowling alley with a restaurant and bar;
4. an outdoor, at-grade plaza that is adjacent to Main Street and is not less than 2,500 square feet in area; and
5. Employee Housing.

The Project shall also include the preservation, on the Redevelopment Property, of the following historic structures that are currently located within the boundaries of the Redevelopment Property:

1. the Staley House
2. the building containing the Foote's Rest private residence and Sweet Shop (but not the associated garage);
3. Cabins 1, 2, and 3; and
4. the Blacksmith Shop.

Collectively, the above-listed structures or parts of structures shall be referred to hereinafter as the "Historic Structures." For purposes of reference only, each such structure is depicted in Exhibit C hereto at its approximate location as of the Effective Date of this Agreement. Exhibit C is incorporated herein by reference. Developer agrees that the building containing the Foote's Rest private residence and Sweet Shop shall be preserved in place at its location as of the Effective Date of this Agreement. Developer agrees that Cabins 1 and 2 shall be preserved at a location that is either adjacent to the western boundary of the Redevelopment Property, or near their respective locations as of the Effective Date of this Agreement. Developer agrees that the Staley House shall be preserved at a location on the Redevelopment Property that is adjacent to Main Street and in such manner and configuration that causes the Staley House's front façade to face Main Street, with at least a five (5) foot setback measured from the back of the sidewalk to serve as a "front yard." Developer further agrees that the remaining Historic Structures shall be located predominantly along the western boundary of the Redevelopment Property.

Developer agrees that, as a part of the consideration to the Town for the sale of the Town Property to the Developer, the Developer shall execute and deliver to the Town, at the time of Closing, an historic preservation covenant over the Redevelopment Property for the purpose of preserving the Historic Structures and their historic appearance, in perpetuity, and for the purpose of limiting the uses to which the Staley House may be put. Said covenant shall run in

favor of the Town, shall bind all future owners of the Redevelopment Property and shall be substantially in the form attached hereto as Exhibit D, which Exhibit is incorporated herein by reference. Any part of the foregoing notwithstanding, the Developer and the Town understand and agree that the Blacksmith Shop, as a result of its degradation, may be difficult and impractical to relocate and/or preserve and, accordingly, agree that the Blacksmith Shop may be replicated rather than preserved in the Developer's reasonable discretion. Any part of the foregoing notwithstanding, the Developer and the Town further understand and agree that Developer shall endeavor but not be obligated to preserve the Tool Shed (which is depicted in Exhibit C) along with the other Historic Structures and that, if so preserved, the Tool Shed shall be added to the list of Historic Structures that will be subject to the historic preservation covenant, the form of which is attached hereto as Exhibit D.

Developer agrees to develop the Redevelopment Property with reasonable care and diligence and to carry out and complete the Project in accordance with this Agreement and the Development Conditions.

Section 2. Section 1.01 of the Agreement, concerning definitions of terms, is hereby amended to remove the definition of the terms "Employee Housing Unit," and to replace that definition of those terms with a definition of the terms "Employee Housing" to read as follows:

"Employee Housing" shall mean that certain real property and improvements located at 221 South 4th Street, Frisco, Colorado, which property: (i) is legally described as Lots 21 through 24, inclusive, Block 20, Frisco Townsite; and (ii) shall be restricted by way of a real covenant, enforceable by the Town and subject to specific performance by the Developer, that allows the use and occupancy of the property only by one or more individuals, and his or her household members, who is employed and works at the Redevelopment Property. For purposes of this definition, the "Redevelopment Property" shall mean and include any part of Lots 1 through 12, inclusive, of Block 11, Frisco Townsite Subdivision. Said covenant shall be in substantially the form attached hereto as "Exhibit E," which exhibit is incorporated herein by this reference.

~~Section 3.~~ All capitalized terms used in this Second Amendment shall have the same meaning as provided in the Agreement.

~~Section 4.~~ Except as expressly amended by this Second Amendment, the Agreement and First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Developer has caused these presents to be executed by its duly authorized officer, as of the date first above written.

TOWN OF FRISCO

(SEAL)

Attest:

Deborah Wohlmuth, CMC, Town Clerk

Gary Wilkinson, Mayor

NATHANIEL KELLY FOOTE

STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the ____ day of _____, 2019, by Gary Wilkinson, as Mayor, and Deborah Wohlmuth, as Town Clerk, of the Town of Frisco, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the _____ day of _____, 2019, by Nathaniel Kelly Foote

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT E

(to Second Amendment to Purchase, Sale and Development Agreement)

COVENANT FOR EMPLOYEE HOUSING

THIS COVENANT FOR EMPLOYEE HOUSING (this "Covenant") is made and entered into this ___ day of _____, 201_, by Nathaniel Kelly Foote (hereinafter referred to as "Declarant"), and The Town of Frisco, Colorado (the "Town"). This Covenant shall run with the land described herein and be binding upon the successors and assigns of the parties hereto, subject to the terms and conditions set forth herein.

RECITALS

A. Pursuant to that certain Purchase, Sale and Development Agreement between the Declarant and the Town, dated on or about May 14, 2017, that certain First Amendment to Purchase, Sale and Development Agreement between the Declarant and the Town, dated on or about January 23, 2018, and that certain Second Amendment to Purchase, Sale and Development Agreement between the Declarant and the Town, dated on or about June 25, 2019, the Town has sold certain real property to the Declarant in exchange, among other consideration, for the Declarant's execution and delivery to the Town of this Covenant;

B. Declarant owns the real property described in **Exhibit A** appended hereto and incorporated herein by this reference (the "Property"); and

C. Declarant desires to restrict the Property such that it may be used and occupied only by one or more individuals, and his or her household members, who is employed and works at the Redevelopment Property. For purposes of this covenant, the "Redevelopment Property" shall mean and include any part of Lots 1 through 12, inclusive, of Block 11, Frisco Townsite Subdivision.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Declarant, Declarant hereby represents, covenants and agrees as follows:

1. The property and improvements located at 221 South 4th Street, Frisco, Colorado, which property is legally described as Lots 21 through 24, inclusive, Block 20, Frisco Townsite, along with any improvements thereon that are now existing or constructed in the future, shall be used and occupied only by one or more individuals, and his or her household members, who is employed at, and works at some part of the property legally described as Lots 1 through 12, inclusive, of Block 11, Frisco Townsite Subdivision.

2. ~~Enforcement.~~ Declarant understands and agrees that the Town shall be entitled to enforce this Covenant in accordance with its terms, and/or by way of any legal proceeding and remedy available at law or in equity, including but not limited to an order for specific performance of the Declarant's obligations under this Covenant.

3. ~~Inspection and Compliance.~~

(a) Declarant agrees that the Town shall have the right to enter the Property at reasonable times to inspect the Property to assure compliance with this covenant. Such inspection may occur after the provision of a written notice of inspection to the Declarant, or upon the posting of a written notice of inspection on or about the Property not less than (48) hours prior to the time of inspection. Declarant shall cooperate with the Town and take all actions as may be reasonably requested by the Town in order that the Town may ascertain whether the terms of this Covenant have been and are being complied with. Declarant shall insure that any lease over any part of the Property shall provide for the Town's right of entry and inspection that is set forth herein.

(b) In the event that the Town determines, in its reasonable discretion, that there has been a failure or failures to comply with any requirement of this Covenant, the Town may provide written notice to Declarant that specifies the nature of the failure(s), the corrective action(s) required to remedy the failure(s), and a reasonable period of time within which the failure(s) shall be remedied by and at the expense of the Declarant, which period shall not be less than thirty (30) nor more than forty-five (45) days.

4. Binding on Successors to Declarant; Enforcement; Attorneys' Fees. This Covenant shall be a binding servitude, and shall run with the land and be binding upon Declarant, and its successors, transferees, and assigns in and to the Property, in perpetuity. It is explicitly agreed by the parties hereto that this Covenant shall be enforceable in the courts of the State of Colorado and that in the event an action to enforce this Covenant is brought, the party that substantially prevails in any such enforcement action shall be entitled to recover from the non-prevailing party the full cost of such action, including but not limited to reasonable attorneys' fees and costs.

5. Exercise of Rights and Remedies. Any failure of the Town to exercise or enforce any right or remedy granted under this Covenant shall not have the effect of waiving or limiting the exercise or enforcement by the Town of any other right or remedy, or the exercise or enforcement of such right or remedy at any other time.

6. Notices. Any notice, consent or approval which is required or allowed to be given hereunder shall be given by a party either personally or by mailing the same, by registered mail, properly addressed and with postage prepaid, to the address of the other party, or to any subsequent mailing address of the other party as long as prior written notice of the change of address has been given by the other party to this Covenant. Unless given personally, all such notices, consents or approvals shall be effective seven days following the date the notice was deposited in the U.S. Mail. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant: _____

To Town of Frisco: Town of Frisco
Attn: Town Manager
P.O. Box 4100
Frisco, CO 80443

7. Severability. Each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall

be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of such document.

8. Choice of Law. This Covenant and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.

9. Recordation and Modifications. This covenant shall be recorded with the Clerk and Recorder of Summit County, Colorado. The parties to this Covenant agree that any modifications of this Covenant shall be effective only when made by a writing signed by both parties and recorded with the Clerk and Recorder of Summit County, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above-written.

Declarant: Nathaniel Kelly Foote

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing Covenant for Employee Housing was acknowledged and signed before me this _____ day of _____, 201_ by Nathaniel Kelly Foote.

TOWN OF FRISCO, COLORADO

By:_____

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the ____ day of _____, 2019, by Gary Wilkinson, as Mayor, and Deborah Wohlmuth, as Town Clerk, of the Town of Frisco, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.

Notary Public

My Commission Expires: _____

EXHIBIT A

(to Covenant for Employee Housing)

Lots 21 through 24, inclusive, Block 20, Frisco Townsite Subdivision,

Attachment 2

Ordinance For Consideration of Adoption

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19-08**

AN ORDINANCE AUTHORIZING A SECOND AMENDMENT TO THE AGREEMENT CONCERNING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN AND LEGALLY DESCRIBED AS LOTS 3 AND 4, BLOCK 11, FRISCO TOWNSITE, ALSO KNOWN AS 518 MAIN STREET AND AS THE “STALEY HOUSE” PROPERTY.

WHEREAS, the Town Council finds that it has no present governmental use for certain real property owned by the Town and legally described as Lots 3 and 4, Block 11, Frisco Townsite, (the “Property”) and that the Town’s prior use of the Property has been for purposes of lease to one or another non-profit, community-based organization; and

WHEREAS, the Town Council desires that the Property be redeveloped as a means to encourage and facilitate local economic activity and preserve certain historic structures in the vicinity of the Property; and

WHEREAS, Colorado Revised Statutes § 31-15-713(b) authorizes the Town to sell real property, by ordinance, upon such terms and conditions as the Town Council may determine at a regular or special meeting; and

WHEREAS, on or about March 14, 2017, by way of Ordinance No. 17-02, the Town approved the sale of the Property pursuant to that certain Purchase, Sale and Development Agreement (the “Agreement”) between the Town of Frisco and Nathaniel Kelly Foote (the “Developer”), dated as of March 14, 2017; and

WHEREAS, on or about January 23, 2018, by way of Ordinance No. 18-01, the Town approved that certain First Amendment to Purchase, Sale and Development Agreement (the “First Amendment”) to the Agreement; and

WHEREAS, pursuant to the Agreement and the First Amendment, the Developer has agreed to design and construct the project on the Redevelopment Property (as defined in the Agreement) in accordance with the Agreement and First Amendment and with all applicable local, state and federal laws; and

WHEREAS, the Town and the Developer desire to amend the Agreement and the First Amendment to make certain adjustments to the requirements of the Agreement and the First Amendment related to (i) the location of the employee housing to be provided in connection with the project; (ii) the maximum number of hotel rooms to be constructed as part of the project; and (3) the minimum number of bowling lanes to be constructed for the bowling alley that is to be a part of the project.

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

Section 1. That the Mayor and Town Clerk are hereby authorized to execute the attached Second Amendment to Purchase and Sale Agreement dated as of June 25, 2019, and to execute each and every other document necessary or desirable to effectuate the sale and development of the Property in accordance with the terms and conditions thereof.

Section 2. Severability. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 11TH DAY OF JUNE, 2019.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 25TH DAY OF JUNE, 2019.

TOWN OF FRISCO, COLORADO

Gary Wilkinson, Mayor

Attest:

Deborah Wohlmuth, CMC, Town Clerk

Attachment 3

Original Purchase and Sale Agreement
March 14,2017

TOWN OF FRISCO

AND

NATHANIEL KELLY FOOTE

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

Dated as of March 14, 2017

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THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT, dated as of March 14, 2017, (the “Effective Date”) and any amendments hereto made in accordance herewith (as from time to time amended and supplemented in accordance herewith, this “Agreement”), is made by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the “Town”), and NATHANIEL KELLY FOOTE, an individual (together with any permitted successors and/or assigns, “Developer”).

Recitals

This Agreement is made with respect to the following facts:

A. The Town is a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the state of Colorado and its home rule charter;

B. The Town owns certain real property that is commonly known as 518 Main Street, Frisco, Colorado and that is legally described in Exhibit A hereto (the “Town Property”), which Exhibit is incorporated herein by reference;

C. The Developer owns certain real property that is adjacent to the Town Property, that is commonly known as 502, 510 and 512 Main Street, Frisco, Colorado and that is legally described in Exhibit B hereto (the “Developer’s Property”) which Exhibit is incorporated herein by reference;

D. The Developer has a contract to purchase certain other real property that is also adjacent to the Town Property and that is commonly known as 107 South 6th Avenue, Frisco, Colorado and is legally described as Lots 1 and 2, Block 11, Frisco Townsite Subdivision (the “Developer’s Contract Property”);

E. The Town desires to sell the Town Property to be redeveloped in order to bolster local economic activity;

F. The Developer desires to purchase the Town Property to redevelop in conjunction with the redevelopment of the Developer’s Property and the Developer’s Contract Property;

G. There are certain historic structures located on the Developer’s Property and the Town Property that the Town desires be preserved in perpetuity;

H. The Developer desires to purchase the Town Property and to redevelop the Town Property, the Developer’s Property and the Developer’s Contract Property as one project and, in connection therewith, to provide assurance to the Town that: (i) the Town Property, the Developer’s Property and the Developer’s Contract Property will be redeveloped in the near future and will not be held by the Developer for speculative or other purposes, (ii) the redevelopment project will be as described in this Agreement, and (iii) the redevelopment project will preserve the historic structures (as described in Section 2.01) located or to be located on the Developer’s Property and the Town Property by way of an historic preservation covenant to be granted by the Developer to the Town pursuant to this Agreement;

I. Collectively, the Town Property, the Developer's Property and the Developer's Contract Property are referred to hereinafter as the "Redevelopment Property;" and

J. The Developer has agreed to design and construct the project on the Redevelopment Property in accordance with this Agreement and with all applicable local, state and federal laws.

Agreement

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 DEFINITIONS.

Section 1.01 Definitions. As used in this Agreement, the following terms will have the following meanings:

"Agreement" has the meaning set forth in the first paragraph of this Agreement. References to Sections and Exhibits are to this Agreement unless otherwise qualified.

"Closing" means the events described in Section 3.06.

"Deed" has the meaning set forth in Section 3.06(a).

"Developer" has the meaning set forth in the first paragraph of this Agreement.

"Developer's Contract Property" has the meaning set forth in Recital "D" above.

"Developer's Property" means the real property legally described in Exhibit B.

"Development Conditions" means: (i) such terms of this Agreement as govern the redevelopment of the Redevelopment Property; and (ii) all finally approved plats, plans and other documents that are required or permitted by the Town Code for the development of the Project or any part of the Project.

"Due Diligence Period" has the meaning set forth in Section 3.03.

"Dwelling Unit" means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

“Employee Housing Unit” means a dwelling unit, of not less than 375 square feet, that is constructed within the boundaries of the Redevelopment Property and that is restricted by way of a real covenant, enforceable by the Town and subject to specific performance by the Developer, that allows use and occupancy of the unit only to an individual, or individual and his or her family members, who is employed and works at the Redevelopment Property.

“Environmental Laws” means all federal, state and local environmental, health and safety statutes, as may from time to time be in effect, including but not limited to federal laws such as the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§ 9602, et seq., the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601(20)(D), the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act Amendments of 1977, 33 U.S.C. §§ 1251, et seq. (“CWA”), the Clean Air Act of 1966, as amended, 42 U.S.C. §§ 7401, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., and any and all federal, state and local rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements and other governmental restrictions and other agreements relating to the environment or to any pollutants, as may from time to time be in effect.

“Notice Address” means the appropriate address for notice set forth below, as amended from time to time:

Town: Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Community Development Director

With a Copy to:

Thad W. Renaud, Esq.
Murray Dahl Kuechenmeister & Renaud LLP
710 Kipling Street, Suite 300
Lakewood, CO 80215

Developer: Nathaniel Kelly Foote
P.O. Box 307
Frisco, CO 80443
e-mail: foote@nkfoote.com

With a Copy to: Andrea Mahoney, Esq.
The Law Office of M. Kent Olsen
650 S. Cherry Street, Suite 850
Denver, CO 80246-1841

e-mail: AMahoney@mkolsenlaw.com

“Permitted Exceptions” has the meaning set forth in Section 3.04.

“Planning Department” means the Town of Frisco Planning Department.

“Project” has the meaning set forth in Section 2.01.

“Property Information” has the meaning set forth in Section 3.02.

“Redevelopment Property” has the meaning set forth in Recital “I” above.

“Title Commitment” has the meaning set forth in Section 3.04.

“Title Company” has the meaning set forth in Section 3.04.

“Title Policy” means an ALTA Owner's title insurance policy issued by the Title Company, in the amount of Seven Hundred Thousand Dollars (\$700,000), dated as of Closing and reflecting Developer as fee owner of the Town Property, subject only to the Permitted Exceptions and such other easements, rights-of-way and exceptions as may be agreed upon by the parties.

“Town” has the meaning set forth in the first paragraph of this Agreement.

“Town Property” is that property described in Exhibit A.

“Town Code” means the Code of Ordinances of the Town of Frisco.

SECTION 2 DESCRIPTION OF THE DEVELOPMENT.

Section 2.01 Description of the Development. The Project is the redevelopment of the Redevelopment Property in accordance with this Agreement, including the Development Conditions. The exact nature of the Project shall be at the discretion of the Developer, so long as each and every aspect of the Project meets each and every requirement set forth in this Agreement, and has received any and all Town approvals required to construct the Project pursuant to the requirements of the Town Code.

Without limiting the generality of the foregoing, the Project shall include the construction of:

1. a hotel with not more than sixty-five (65) rooms and containing an elevated plaza of not less than one-thousand (1,000) square feet in area, which elevated plaza shall be adjacent to and not more than two (2) floors above the outdoor, at-grade plaza specified below;
2. a restaurant(s) and bar(s);
3. a not less than eight (8) lane bowling alley with a restaurant and bar;

4. an outdoor, at-grade plaza that is adjacent to Main Street and is not less than 2,500 square feet in area; and
5. not less than six (6) Employee Housing Units.

The Project shall also include the preservation, on the Redevelopment Property, of the following historic structures that are currently located within the boundaries of the Redevelopment Property:

1. the Staley House
2. the building containing the Foote's Rest private residence, Sweet Shop and garage;
3. Cabins 1, 2, and 3; and
4. the Blacksmith Shop.

Collectively, the above-listed structures or parts of structures shall be referred to hereinafter as the "Historic Structures." For purposes of reference only, each such structure is depicted in Exhibit C hereto at its approximate location as of the Effective Date of this Agreement. Exhibit C is incorporated herein by reference. Developer agrees that Cabins 1 and 2, and the building containing the Foote's Rest private residence, Sweet Shop and garage shall be preserved in place at their respective locations as of the Effective Date of this Agreement. Developer agrees that the Staley House shall be preserved at a location on the Redevelopment Property that is adjacent to Main Street and in such manner and configuration that causes the Staley House's front façade to face Main Street, with at least a five (5) footback measured from the back of the sidewalk to serve as a "front yard." Developer further agrees that the remaining Historic Structures shall be located predominantly along the western boundary of the Redevelopment Property.

Developer agrees that, as a part of the consideration to the Town for the sale of the Town Property to the Developer, the Developer shall execute and deliver to the Town, at the time of Closing, an historic preservation covenant over the Redevelopment Property for the purpose of preserving the Historic Structures and their historic appearance, in perpetuity, and for the purpose of limiting the uses to which the Staley House may be put. Said covenant shall run in favor of the Town, shall bind all future owners of the Redevelopment Property and shall be substantially in the form attached hereto as Exhibit D, which Exhibit is incorporated herein by reference. Any part of the foregoing notwithstanding, the Developer and the Town understand and agree that the Blacksmith Shop, as a result of its degradation, may be difficult and impractical to relocate and/or preserve and, accordingly, agree that the Blacksmith Shop may be replicated rather than preserved in the Developer's reasonable discretion. Any part of the foregoing notwithstanding, the Developer and the Town further understand and agree that Developer shall endeavor but not be obligated to preserve the Tool Shed (which is depicted in Exhibit C) along with the other Historic Structures and that, if so preserved, the Tool Shed shall be added to the list of Historic Structures that will be subject to the historic preservation covenant, the form of which is attached hereto as Exhibit D.

Developer agrees to develop the Redevelopment Property with reasonable care and diligence and to carry out and complete the Project in accordance with this Agreement and the Development Conditions.

Section 2.02 Permitted and Prohibited Uses of the Staley House.

(a) Developer understands and agrees that the Project shall include a proposed use of the Staley House that will cause the Staley House to be open to the public and appreciated by the public for its historic values. Such uses include but are not limited to a retail sales shop, a coffee shop, a small café or a wine bar. Such uses shall not require alteration of the exterior of the structure nor allow for visual impediments to the exterior of the structure that would detract from the historic integrity or aesthetic of the building. The Developer understands and agrees that the Staley House shall not be used: (1) as a real estate or professional or other office; (2) for the provision of personal or financial services; (3) solely as the entryway or lobby to other uses on the site; (4) for residential purposes; (5) as a repair shop or for any automobile related use; (6) as a drive-through restaurant; or (7) for storage or a sexually oriented business.

SECTION 3 ACQUISITION AND CONVEYANCE OF THE PROPERTY. Developer agrees to buy, and the Town agrees to sell, the Town Property on the terms and conditions set forth in this Agreement.

Section 3.01 Property Inspection and Environmental Assessment.

(a) On and after the Effective Date of this Agreement, the Town shall provide Developer, its employees and agents, with ongoing access to the Town Property to, at Developer's sole cost and expense, inspect it, conduct any due diligence, tests, surveys, or other studies or analysis, or to collect any data, samples, specimens or information as Developer deems necessary, in its sole discretion; provided that, except as set forth below, Developer shall have no right to obtain an environmental assessment of the Property and shall repair any damage resulting from any such activities and shall return the Town Property substantially to its condition prior to such damage. Developer shall not permit claims or liens of any kind against the Town Property for work performed on the Town Property at the Developer's request. Developer agrees to indemnify, protect and hold Town harmless from and against any liability, damage, cost or expense incurred by Town and caused by any such work, claim or lien. This indemnity includes the Town's right to recover all costs and expenses incurred by the Town to defend against any such liability, damage, cost or expense, or to enforce this section, including the Town's reasonable attorney fees, and other legal fees and expenses. The provisions of this paragraph shall survive the termination of this Agreement.

(b) If requested by Developer in writing within ten (10) days after the Effective Date of this Agreement, the Town shall obtain, within seventy (70) days after the Effective Date this Agreement and at Developer's sole expense to be reimbursed to the Town at Closing, a Phase I Environmental Assessment of the Town Property. A Phase II Environmental Assessment of the Town Property shall be obtained by the Town within one-hundred twenty (120) days after the Effective Date of this Agreement, also at Developer's sole expense to be reimbursed to the Town at Closing, if and only if the Phase I Assessment warrants the need, in the reasonable discretion

of the Town, for a Phase II Assessment. Any Environmental Assessment obtained by the Town shall be provided to the Developer; provided, however, that the Developer shall keep said Assessment and its contents strictly confidential, and shall not disclose any of the contents thereof to any of its agents, brokers, consultants, employees, lenders or any other person or entity without the prior written consent of the Town. In the event that any Environmental Assessment reveals information that must be disclosed to a governmental entity, the Town shall be solely responsible for making such disclosures.

Section 3.02 Materials to be Delivered. Within twenty (20) days after the Effective Date of this Agreement, the Town shall deliver to Developer the following materials concerning the Town Property (the "Town Property Information"):

(a) Any, and all, written information in the possession of the Town concerning the Town Property, including but not limited to, public works, planning and building department files;

(b) Any, and all, vendor, contractor, lease or other agreements between the Town and any third party relating to the Town Property; and

(c) The most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by the Town to the Town's actual knowledge, current as of the date of this Agreement.

Section 3.03 Developer's Due Diligence. Developer shall have one hundred thirty (130) days after the Effective Date of this Agreement (the "Due Diligence Period") during which to inspect the Town Property and to review all matters affecting or relating to the Town Property or the Project, including, but not limited to, the location, availability and adequacy of utilities, engineering, soil conditions, tests, surveys, the economic feasibility of the Project, and the financing for acquisition of the Town Property and development of the Project, as well as other studies or analyses (including any environmental assessment(s) provided by the Town), and the Property Information. If, as a result of such inspection and review, Developer finds the Town Property unsatisfactory to it, in its sole and absolute discretion, and delivers written notice to the Town of the exact nature of such unsatisfactory condition(s) within the Due Diligence Period, then, and except as to unsatisfactory condition based upon the Purchase Price, the Town shall make good faith efforts, at no more than four thousand dollars (\$4,000.00) of cost, to cure such unsatisfactory condition(s) within ten (10) days after the receipt of such notice. In the event that the Town is not able to cure such unsatisfactory conditions at such cost within said ten (10) day period, Developer will have the right to terminate this Agreement by notifying the Town in writing of such termination within ten (10) calendar days after such ten (10) day period. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 3.04 Survey and Title Evidence.

(a) The Town shall, within twenty (20) days after the Effective Date of this Agreement, deliver to Developer, at the Town's expense, a Title Commitment issued by Land Title Guarantee Company in Frisco, Colorado ("Title Company"), covering the Town Property,

together with legible copies of all exception documents disclosed by such Commitment. Such Title Commitment shall commit to insure Title to the Town Property in Developer in the amount of Seven Hundred Thousand Dollars (\$700,000) and subject only to (i) this Agreement and the Covenant for Preservation of Historic Structures required by this Agreement; (ii) all matters of record disclosed in the Title Commitment; and (iii) any lease agreement over the Town Property (collectively, the "Permitted Exceptions"). On or before the date of the Closing, the Town shall cause such Commitment to be endorsed so as to change the effective date to a date no more than one week prior to the Closing. Town shall pay the title insurance premium at the Closing and the Town shall have the Title Policy delivered to Developer as soon as practicable after the Closing. If required by the Title Company in order to insure the property in the amount set forth in this subsection (a), Developer will obtain and pay for an appraisal of the Property and provide copies of it to the Town and the Title Company. If required by the Title Company to delete the standard preprinted exceptions set for the in the Title Commitment, and if the Developer desires that such preprinted exceptions be deleted, the Developer will obtain and pay for an ALTA survey of the Town Property and provide copies of the same to the Town and the Title Company at such time prior to the Closing as may be required by the Title Company.

(b) Written notice of unmerchantability of title to the Town Property or of any other unsatisfactory title condition shown by the Title Commitment shall be given by or on behalf of Developer on or before the end of the Due Diligence Period. If the Town does not receive Developer's notice on or before the end of the Due Diligence Period, Developer accepts the condition of title as disclosed by the Title Commitment as satisfactory. If the Town timely receives notice of unmerchantability of title or any other unsatisfactory title condition(s), the Town shall use reasonable efforts, at no more than four thousand dollars (\$4,000.00) of cost, to correct such title condition(s). If such condition(s) are not corrected fifteen (15) days after receipt of the Developer's notice, Developer will have the right to terminate this Agreement by notice to the Town given within five (5) business days after such fifteen (15) day period. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 3.05 **SPECIAL DISTRICT DISCLOSURE STATEMENT.** **SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE TOWN PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND**

BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Section 3.06 Closing. Closing of the acquisition by Developer from the Town of the Town Property will take place at the Title Company ten (10) business days after: (i) Developer receives final approval from the Town of the development plan for the Project; and (ii) the Town receives an application for a building permit for the Project that meets the requirements of Section 4.04 below. At Closing, the following will occur, each being a condition precedent to the others and all being considered as occurring simultaneously:

(a) The Town shall execute, have acknowledged and deliver to Developer: (i) a Special Warranty Deed (the "Deed") conveying title to the Property to Developer, free and clear of all taxes and subject only to such liens, encumbrances and other matters as may make up the Permitted Exceptions; (ii) a certification that all representations and warranties made by the Town in this Agreement are true, accurate and complete at the time of the Closing; (iii) an affidavit certifying that the Town is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code of 1986, as amended, and the corresponding income tax regulations; and (iv) such affidavits and agreements to or with Title Company as Title Company shall require to issue to Developer a policy of owner's title insurance.

(b) Developer will deliver to the Town, in funds that comply with all applicable Colorado laws, but including only electronic transfer funds, certified check, savings and loan teller's check or a cashier's check ("Good Funds"), the sum of Seven Hundred Thousand Dollars (\$700,000.00) (the "Purchase Price"), along with a certification that all representations and warranties made by Developer in this Agreement are true, accurate and complete at the time of the Closing.

(c) The Developer shall execute, have acknowledged and deliver to Town a historic preservation covenant in substantially the form attached hereto as Exhibit D.

(c) The Town and the Developer will each pay one-half (50%) of the Title Company's closing costs and will execute settlement sheets, closing instructions, and such other agreements and documents (with customary prorations in accordance with local practice for commercial property transactions) as may be required to implement and to carry out the intent of this Agreement.

(d) The Developer will pay the Town for the costs of any Phase I and Phase II Environmental Assessment of the Town Property that was obtained by the Town pursuant to this Agreement.

(e) The Title Company will issue the Title Policy to Developer, or unconditionally commit to so issue the Title Policy promptly following Closing.

Section 3.07 Risk of Loss. If, prior to the Closing, the Town Property or any part thereof is damaged or destroyed by fire, earthquake, flood or other casualty, to a degree that Developer determines its use is adversely affected, Developer may at its option terminate this Agreement by written notice to the Town prior to the Closing. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below. In the event that the Developer fails to terminate this Agreement as a result of such casualty, the Developer agrees that it is purchasing the Property in its then “as is” condition as a result of such casualty.

Section 3.08 “As Is” Nature of Transaction. The Town has not made, does not make and specifically negates and disclaims any representations, warranties, covenants or guarantees of any kind, whether express or implied: (a) concerning or with respect to the presence of hazardous substances on the Town Property or compliance of the Town Property with any and all applicable Environmental Laws; and (b) the value, nature, quality or condition of the water, soil and geology of the Town Property. The Developer acknowledges and agrees that to the maximum extent permitted by law, the sale of the Town Property, as provided for herein, is made on an “as is,” “where is” and “with all faults” condition and basis with respect to the existence of hazardous substances and the condition of the water, soil and geology of the Town Property. The Developer and anyone claiming by, through or under the Developer hereby fully and irrevocably releases the Town and its successors from any and all claims that it may now have or hereafter acquire against the Town, its officials, officers, employees, representatives and agents for any cost, loss, liability, damage, expense, claim, demand, action or cause of action arising from or related to any such defects and conditions, including, without limitation, compliance with Environmental Laws, affecting the Town Property or any portion thereof.

Section 3.09 Developer’s Feasibility Study. Developer shall have ninety (90) days after the date of the final approval of the Project by the Town within which to study the financial feasibility of the Project, including but not limited to the availability of construction or other financing for the Project. If as a result of such study or studies the Developer shall determine, in its sole and absolute discretion, that the Project is not financially feasible, then the Developer may provide written notice of termination to the Town within said ninety (90) days. In the event of such termination, the Developer and the Town shall proceed in accordance with the provisions of Section 5 below. For purposes of this Section, the date of final approval of the Project shall be the date upon which the Town has given each approval necessary for the Developer to make application to the Town for the issuance of a building permit for all or part of the Project.

SECTION 4 DEVELOPMENT APPROVALS.

Section 4.01 Development Approval. The Town understands and agrees that the Developer may choose to make application to the Town for the rezoning of the Developer’s Property to be within the Town’s Historic Overlay (HO) District. Developer shall make all necessary applications required for the construction associated with the Project through the Town as required by the Town’s ordinances and regulations; including, but not limited to the following:

- (i) Sketch plan procedures found in Chapter 180 of the Town Code; and

- (ii) Development plan procedures found in Chapter 180 of the Town Code;

Section 4.02 Sketch Plan. On or before the 130th day after the Effective Date of this Agreement, the Developer shall have made application to the Town for a sketch plan approval for the Project on the Redevelopment Property. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.03 Development Application. On or before the 180th day after the Effective Date of this Agreement, the Developer shall have made application to the Town for development plan approval for the Project on the Redevelopment Property. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.04 Building Permit Application. On or before the 360th day after the Effective Date of this Agreement, the Developer shall have made application to the Town, including the payment of building permit fees therefor, for a building permit authorizing the construction of a substantial portion of the improvements to be constructed on the Redevelopment Property pursuant to the approved development plan for the Property. For purposes of this section, a “substantial portion of the improvements” mean improvements of a value that is not less than one-half (50%) of the total value of all improvements that may be constructed on the Property pursuant to the approved development plan, with such values being determined by the Town’s Building Official through the normal and customary valuation methodology generally applied by such official in connection with building permit applications. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.05 Development Approvals Generally. The Town agrees reasonably to cooperate with Developer with respect to application(s) for any permits or approvals required or permitted by the laws of the Town, and any permits or approvals required from any other governmental agency, for purposes of developing the Project on the Redevelopment Property; provided, however, that all applications for such permits and approvals are in compliance with this Agreement and applicable ordinances and/or regulations. Nothing contained in this Agreement shall be construed to obligate the Town to issue any permit or approval necessary or desirable in connection with the Project, and the Town may issue any such permit or approval in its sole discretion, with or without conditions, and in accordance with applicable laws of the Town and state. The Developer understands and agrees that the Town’s consideration and decision with respect to any application the Developer may file in order to obtain approval of the Project will be a quasi-judicial decision, which decisions are often to be made only after public hearing. Accordingly, in the event that the Project has not received full development approval consistent with this Agreement as it relates to the development plan (whether due to political

opposition, initiative, referendum, litigation, the Town's lack of support or any other cause) after three (3) good faith efforts to obtain such approval, then the Developer shall have the right to terminate this Agreement by written notice to the Town. In the event of such termination by the Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

SECTION 5 CERTAIN TERMINATIONS

This Section 5 shall apply only to those circumstances where a given paragraph of this Agreement provides a right to terminate this Agreement and further provides that, in the event of such termination, "...the Town and the Developer shall proceed in accordance with the provisions of Section 5 below." In such circumstances, this Agreement shall terminate and neither the Town nor the Developer shall have any further obligation to the other party whatsoever, and neither party shall have any claim for damages against the other based upon such termination.

SECTION 6 REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties by Developer Developer represents and warrants that:

(a) He is the sole owner of the fee simple interest in the Developer's Property and has complete and sole authority to execute and deliver this Agreement to the Town or, in the event that this Agreement is properly assigned to a corporate entity, that the entity is duly organized and validly existing under the laws of the State of Colorado, that it is not in violation of any provisions of its governing documents or the laws of the State of Colorado, that it has the power and legal right to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action;

(b) The consummation of the transactions contemplated by this Agreement will not violate any provisions of the governing documents of Developer or constitute a default or result in the breach of any term or provision of any contract or agreement to which Developer is a party or by which it is bound;

(c) Developer will cooperate with the Town with respect to any litigation brought by a third party concerning the Project or this Agreement, except where by the nature of the litigation the Town and Developer are adverse;

(d) There is no litigation, proceeding or investigation contesting the power or authority of the Developer or its officers with respect to the Project or this Agreement, and Developer is unaware of any such litigation, proceeding or investigation that has been threatened; and

(e) Developer, as of the date of this Agreement has funds available which, together with reasonably anticipated financing available to the Developer, should be sufficient and available in an amount not less than the amount stated in Section 3.06(b) above.

Section 6.02 Representations and Warranties by the Town. The Town represents and warrants that:

(a) The Town is a home rule municipal corporation and political subdivision validly existing under the laws of the State of Colorado;

(b) The Town has the power to enter into and has taken all actions required to authorize this Agreement and to carry out its obligations hereunder;

(c) There is no litigation, proceeding or investigation contesting the power or authority of the Town or its officials to enter into or consummate the transactions contemplated by this Agreement, and the Town is unaware of any such litigation, proceeding or investigation that has been threatened;

(d) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to the Town or to the Town's governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Town is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Town; and

(e) Town will cooperate with the Developer with respect to any litigation brought by a third party concerning the Project or this Agreement, except where by the nature of the litigation the Town and Developer are adverse.

SECTION 7 RESTRICTIONS ON ASSIGNMENT AND TRANSFER

Section 7.01 Limitation on Assignment. Except for an assignment to an entity that is controlled by Nathaniel Kelly Foote and that owns or has an ownership interest in the Developer's Property, Nathaniel Kelly Foote will not assign his rights or delegate his duties and obligations pursuant to this Agreement without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion. Any purported assignment without consent of the Town will be null and void. As a condition to granting consent, an assignee will expressly assume in writing the obligations of Developer hereunder and upon any such full assumption of obligations, Nathaniel Kelly Foote shall be released from any and all obligations hereunder only if he no longer has a personal ownership interest in Developer's Property. For purposes of this Section 7.01, and assuming an assignment to an entity that is controlled by Nathaniel Kelly Foote and that owns or has an ownership interest in the Developer's Property, any sale, transfer, assignment, pledge or hypothecation of an interest in that entity that results in a change in control of that entity, or in which that entity retains less than a 51% ownership interest in the Developer's Property, will constitute an assignment of this Agreement.

SECTION 8 MISCELLANEOUS.

Section 8.01 Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when: (i) given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, addressed to the appropriate Notice Address or at such other address or addresses as any party hereto designates in writing to the other party hereto; and (ii) copied to the e-mail address set forth under the definition of "Notice Address" above, if an e-mail address is so set forth. A notice certificate or other communication given hereunder shall be effective as of the date of delivery if given by hand or overnight delivery, and seven days following the date on which it was deposited in the U.S. Mail if given by certified or registered mail.

Section 8.02 Waiver. No failure by either party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, will constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Either party by giving notice to the other party may, but will not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver will affect or alter the remainder of this Agreement, but each and every covenant, agreement, term and condition of this Agreement will continue in full force and effect with respect to any other then existing or subsequent breach.

Section 8.03 Attorneys' Fees. In any proceeding brought to enforce the provisions of this Agreement, the court shall award the party that substantially prevails on a contested material issue its reasonable attorneys' fees, actual court costs and other expenses incurred in connection with said material issue.

Section 8.04 Conflicts of Interest. The Town will not knowingly allow, and except as disclosed in writing to the Town, Developer will not knowingly permit, any of the following persons to have any interest, direct or indirect, in this Agreement: a member of the governing body of the Town; an employee of the Town who exercises responsibility concerning the Project, or an individual or firm retained by the Town who has performed consulting or other professional services in connection with the Project. The Town will not allow and Developer will not knowingly permit any of the above persons or entities to participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 8.05 Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

Section 8.06 Town Not a Partner; Developer Not Town's Agent. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Town will not be deemed or constituted a partner of or in a joint venture with Developer, Developer will not be the agent of the Town, and the Town will not be responsible for any debt or liability of Developer.

Section 8.07 Applicable Law; Binding Effect. The laws of the State of Colorado will govern the interpretation and enforcement of this Agreement. This Agreement will be binding on and inure to the benefit of the parties hereto, and their successors and assigns, subject to the limitations on assignment of this Agreement by Developer set forth in Section 7.01.

Section 8.08 Survival. Except for Section 3, all provisions of this Agreement shall be deemed to be continuing and shall survive the Closing. Unless otherwise expressly set forth in this Agreement, none of the provisions of this Agreement shall survive the termination of this Agreement.

Section 8.09 Further Assurances. The parties hereto agree to execute such documents, and take such action, as may be reasonably requested by the other party hereto to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

Section 8.10 Time of Essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 8.11 Counterparts. This Agreement may be executed in several counterparts, each of which together will be an original and all of which will constitute but one and the same instrument.

Section 8.12 Non-Liability of Town Officials and Employees. No council member, commissioner, board member, official, employee, agent or consultant of the Town will be personally liable to Developer in the event of breach or Event of Default by the Town or for any amount that may become due to Developer under the terms of this Agreement.

Section 8.13 Incorporation of Exhibits. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

Section 8.14 Jointly Drafted; Rules of Construction. The parties hereto agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 8.15 No Third-Party Beneficiaries. No third-party beneficiary rights are created in favor of any person not a party to this Agreement it being the intent of the parties hereto that they be and remain the sole beneficiaries of this Agreement.

Section 8.16 Default.

(a) In the event of Developer's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Town, at its option and notwithstanding any other term or provision of this Agreement, may terminate this Agreement by written notice to Developer. In the event of a termination pursuant to this paragraph, the Developer and the Town shall have no further liability or obligation to each other in connection with this

Agreement, except as to such terms and conditions which expressly survive the termination of this Agreement.

(b) In the event of the Town's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Developer, at its option and notwithstanding any other term or provision of this Agreement, may terminate this Agreement and, thereafter, shall be entitled to pursue its remedies at law or in equity; provided, however, that Developer waives any right to file and maintain an action against the Town for specific performance of this Agreement.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Developer has caused these presents to be executed by its duly authorized officer, as of the date first above written.



(SEAL)


TOWN OF FRISCO

Attest:


Deborah Wohlmut, CMC, Town Clerk


Gary Wilkinson, Mayor

NATHANIEL KELLY FOOTE



STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

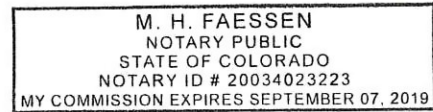
The foregoing instrument was acknowledged before me as of the ____ day of _____, 2017, by Gary Wilkinson, as Mayor, and Deborah Wohlmuth, as Town Clerk, of the Town of Frisco, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.



Notary Public

My Commission Expires: 9-7-2019

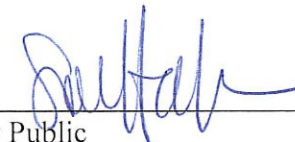


STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the 29 day of MARCH, 2017, by Nathaniel Kelly Foote

WITNESS my hand and official seal.





Notary Public

My Commission Expires: 10/19/19

Exhibit A

LEGAL DESCRIPTION OF TOWN PROPERTY

LOTS 3 AND 4, BLOCK 11, FRISCO TOWNSITE SUBDIVISION, ALSO KNOWN AS 518
MAIN STREET, FRISCO, COLORADO

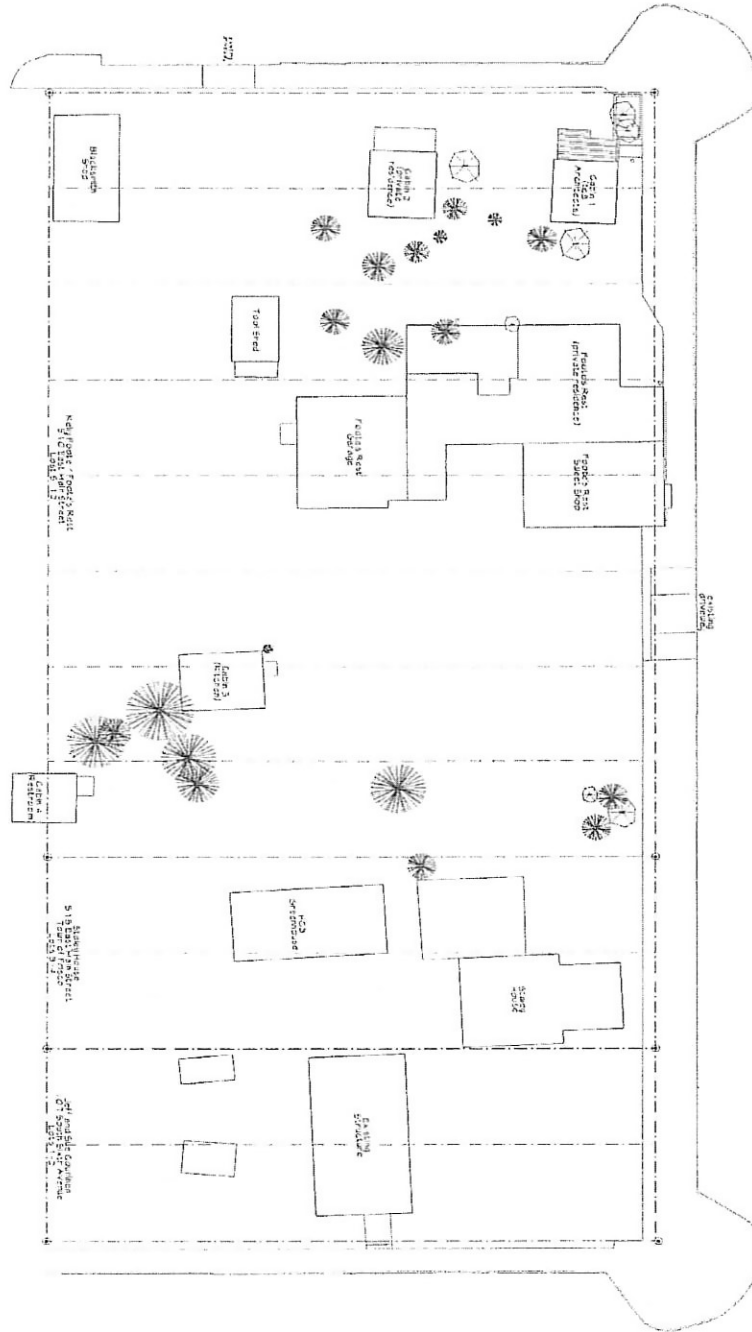
Exhibit B

LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY

LOTS 5 THROUGH 12, INCLUSIVE, BLOCK 11, FRISCO TOWNSITE SUBDIVISION,
ALSO KNOWN AS 502, 510 and 512 MAIN STREET, FRISCO, COLORADO

EXHIBIT C

SITE PLAN OF CURRENT LOCATION OF HISTORIC STRUCTURES



Footers Rest Existing Conditions
 Scale: 1" = 100'
 October 25, 2018
Footers Rest Commercial
 502-5 1st Main Street
 Kelli Footers
 Post Office Box 301
 P.O. Box 301
 41030-9260

EXHIBIT D

COVENANT FOR THE PRESERVATION OF HISTORIC STRUCTURES

THIS COVENANT FOR THE PRESERVATION OF HISTORIC STRUCTURES (the "Covenant") is made and entered into this ___ day of _____, 201_, by _____ (hereinafter referred to as "Declarant"), and The Town of Frisco, Colorado (the "Town"). This Covenant shall run with the land described herein and be binding upon the successors and assigns of the parties hereto, subject to the terms and conditions set forth herein.

RECITALS

A. Pursuant to that certain Purchase, Sale and Development Agreement between the Declarant and the Town, dated on or about _____, 2017, the Town has sold certain real property to the Declarant in exchange, among other consideration, for the Declarant's execution and delivery to the Town of this Covenant;

B. Declarant owns the real property described in **Exhibit A** appended hereto and incorporated herein by this reference (the "Property"); and

C. There are certain historic structures (hereinafter, collectively, the "Historic Structures," and individually, a "Historic Structure") located on the Property, consisting of the Staley House, the building containing the Foote's Rest private residence, Sweet Shop and garage; Cabins 1, 2, and 3; and the Blacksmith Shop; each as sited, depicted and described in the Historic Preservation Site Plan attached hereto as **Exhibit B**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Declarant, Declarant hereby represents, covenants and agrees as follows:

1. Historic Structure Maintenance Obligation and Staley House Use Limitation. Declarant agrees to maintain, repair, and preserve the Historic Structures located on the Property in a manner that complies with the attached U.S. Secretary of the Interior's Standards for Rehabilitation that are codified at 36 C.F.R. § 68.3(b), and the terms of which are defined at 36 CFR § 68.2 (the "Standards"), so as to preserve the architectural, historical, cultural, and structural integrity of their features, materials, appearance, and workmanship. A copy of the Standards as they exist on the date of recordation of this covenant is attached hereto as **Exhibit C**. Declarant shall maintain, repair and preserve the Historic Structures on the Property at all times and at the locations shown on **Exhibit B**, and shall keep the structures in a state of repair that is at least as good as that which exists as of the date of this Covenant, and shall not allow their appearance to deteriorate in any material way. Without limiting the generality of the foregoing, Declarant agrees that the Staley House shall be maintained, repaired, restored and preserved in a manner that comports with the best practices for historic preservation as they exist and evolve from time to time. Declarant further agrees that the Staley House shall be put to a use or uses that cause it to be open to the public and appreciated by the public for its historic values.

Such uses include but are not limited to a retail sales shop, a coffee shop, a small café or a wine bar. Such uses shall not require alteration of the exterior of the structure nor allow for visual impediments to the exterior of the structure that would detract from the historic integrity or aesthetic of the building. The Declarant agrees that the Staley House shall not be used: (1) as a real estate or professional or other office; (2) for the provision of personal or financial services; (3) solely as the entryway or lobby to other uses on the site; (4) for residential or lodging purposes; (5) as a repair shop or for any automobile related use; (6) as a drive-through restaurant; or (7) for storage or a sexually oriented business.

2. Exclusion and Enforcement. Declarant understands and agrees that the Town has no obligation whatsoever to restore, maintain, repair, or administer the Property or Historic Structures covered by this Covenant. However, the Town shall be entitled to enforce this Covenant in accordance with its terms, and/or by way of any legal proceeding and remedy available at law or in equity, including but not limited to an order for specific performance of the Declarant's obligations under this Covenant.

3. Inspection, Compliance and Town's Self-Help and Lien Rights.

(a) Declarant agrees that the Town shall have the right to enter the Property at reasonable times to inspect the Historic Buildings to assure compliance with this covenant. Such inspection may occur after the provision of a written notice of inspection to the Declarant, or upon the posting of a written notice of inspection on or about the Historic Building(s) to be inspected not less than forty-eight (48) hours prior to the time of inspection. Declarant shall cooperate with the Town and take all actions as may be reasonably requested by the Town in order that the Town may ascertain whether the terms of this Covenant have been and are being complied with. Declarant shall insure that any lease over any part of the Historic Structures shall provide for the Town's right of entry and inspection that is set forth herein.

(b) In the event that the Town determines, in its reasonable discretion, that there has been a failure or failures to comply with any requirement of this Covenant, the Town may provide written notice to Declarant that specifies the nature of the failure(s), the corrective action(s) required to remedy the failure(s), and a reasonable period of time within which the failure(s) shall be remedied by and at the expense of the Declarant, which period shall not be less than thirty (30) days unless the nature of the failure(s) is such that poses an immediate threat to the architectural, historical, or structural integrity of the features, materials, appearance, or workmanship of an Historic Structure.

(c) In the event that the Declarant shall fail to perform or complete the corrective action(s) that are specified in a written notice issued pursuant to subparagraph 3(b) above within the time period specified in the notice, the Town shall have the right to enter the Property and perform such corrective action(s) as were specified in the notice. Any such action(s) by the Town shall be at the Declarant's expense, and the Declarant shall reimburse the Town for such expenses within twenty (20) days after written notice thereof to the Declarant.

(d) In the event that the Declarant shall fail to reimburse the Town within twenty (20) days after written notice issued pursuant to subparagraph 3(c) above, the Town shall have the right to file a lien against the Property to secure payment of the expenses incurred in connection with the corrective action(s), plus interest at the rate of eighteen percent (18%) per annum or such lesser percentage as may be established as the maximum legal interest rate for such purposes, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner for foreclosures of deeds of trust in the State of Colorado, and the Declarant shall be required to pay the costs and expenses of such proceedings, including but not limited to reasonable attorneys' fees.

4. Alterations. Declarant agrees that no alterations shall be made to the exterior of the Historic Buildings unless such alterations comply with the Standards and have been approved by the Town in accordance with applicable law, including but not limited to any applicable law concerning the alteration of structures within the Town's Historic Overlay Zone District.

5. Reserved Rights of Declarant. Declarant shall have all rights to utilize the Historic Structures and the Property not specifically limited or restricted by this Covenant.

6. Binding on Successors to Declarant; Enforcement; Attorneys' Fees. This Covenant shall be a binding servitude, and shall run with the land and be binding upon Declarant, and its successors, transferees, and assigns in and to the Property, in perpetuity. It is explicitly agreed by the parties hereto that this Covenant shall be enforceable in the courts of the State of Colorado and that in the event an action to enforce this Covenant is brought, the party that substantially prevails in any such enforcement action shall be entitled to recover from the non-prevailing party the full cost of such action, including but not limited to reasonable attorneys' fees and costs.

7. Exercise of Rights and Remedies. Any failure of the Town to exercise or enforce any right or remedy granted under this Covenant shall not have the effect of waiving or limiting the exercise or enforcement by the Town of any other right or remedy, or the exercise or enforcement of such right or remedy at any other time.

8. Notices. Any notice, consent or approval which is required or allowed to be given hereunder shall be given by a party either personally or by mailing the same, by registered mail, properly addressed and with postage prepaid, to the address of the other party, or to any subsequent mailing address of the other party as long as prior written notice of the change of address has been given by the other party to this Covenant. Unless given personally, all such notices, consents or approvals shall be effective seven days following the date the notice was deposited in the U.S. Mail. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant: _____

TOWN OF FRISCO, COLORADO

By: _____

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

EXHIBIT A

[Insert here the legal description of all of the real property consisting of the Town Property, the Developer's Property, and the Developer's Contract Property – each as defined in the Purchase, Sale and Development Agreement.]

EXHIBIT B

[Insert Historic Preservation Site Plan showing a plan view and providing a depiction and description of each of the historic buildings.]

EXHIBIT C

U.S. Secretary of the Interior's Standards for Rehabilitation

National Park Service, Interior

§ 68.3

(c) Fees are nonrefundable.
[76 FR 30541, May 26, 2011]

PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Sec.
68.1 Intent.
68.2 Definitions.
68.3 Standards.

AUTHORITY: The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918, E.O. 11593, 3 CFR part 75 (1971), sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

SOURCE: 60 FR 35843, July 12, 1995, unless otherwise noted.

§ 68.1 Intent.

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on "certified historic structures" as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

§ 68.2 Definitions.

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) *Preservation* means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than exten-

sive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code required work to make properties functional is appropriate within a preservation project.

(b) *Rehabilitation* means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) *Restoration* means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code required work to make properties functional is appropriate within a restoration project.

(d) *Reconstruction* means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

§ 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation.* (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) *Rehabilitation.* (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will 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 elements from other historic properties, will not be undertaken.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

(10) New additions and adjacent or related new construction will 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.

(c) *Restoration.* (1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

(2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period

will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

(6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

(7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) *Reconstruction.* (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary recreation.

(6) Designs that were never executed historically will not be constructed.

PART 71—RECREATION FEES

Sec	
71.1	Application.
71.2	Types of Federal recreation fees.
71.3	Designation.
71.4	Posting.
71.5	Golden Eagle Passport.
71.6	Golden Age Passport.
71.7	Entrance fees for single-visit permits.
71.8	Validation and display of entrance permits.
71.9	Establishment of recreation use fees.
71.10	Special recreation permits and special recreation permit fees.
71.11	Collection of Federal recreation fees.
71.12	Enforcement.
71.13	Exceptions, exclusions, and exemptions.
71.14	Public notification.
71.15	The Golden Eagle Insignia.

AUTHORITY: Sec. 4, Land and Water Conservation Fund Act of 1965 (16 U.S.C.A. 4601-6a (Supp. 1974)), as amended by Pub. L. 93-303, and sec. 3, Act of July 11, 1972, 86 Stat. 461, sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

SOURCE: 39 FR 33217, Sept. 16, 1974, unless otherwise noted. Redesignated at 44 FR 7143, Feb. 6, 1979, and 46 FR 34329, July 1, 1981, correctly redesignated at 46 FR 43045, Aug. 26, 1981.

§ 71.1 Application.

This part is promulgated pursuant to section 4, Land and Water Conservation Fund Act of 1965, 16 U.S.C.A. 4601-6a (Supp. 1974), and section 3, Act of July 11, 1972, 86 Stat. 461. Any Federal recreation fee charged by any bureau of

Attachment 3

First Amended Purchase, Sale and Development
Agreement
Amendment Approved January 23, 2017

TOWN OF FRISCO

AND

NATHANIEL KELLY FOOTE

FIRST AMENDMENT

TO

PURCHASE, SALE AND DEVELOPMENT AGREEMENT

Dated as of January 23, 2018

THIS FIRST AMENDMENT TO PURCHASE, SALE AND DEVELOPMENT AGREEMENT (this "First Amendment"), dated as of January 23, 2018, is made by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the "Town"), and NATHANIEL KELLY FOOTE, an individual (together with any permitted successors and/or assigns, "Developer").

Recitals

This First Amendment is made with respect to the following facts:

A. The Town and the Developer entered into that certain Purchase, Sale and Development Agreement dated as of March 14, 2017 (the "Agreement"); and

B. Pursuant to the Agreement, the Developer has agreed to design and construct the project on the Redevelopment Property (as defined in the Agreement) in accordance with the Agreement and with all applicable local, state and federal laws; and

C. The Town and the Developer desire to amend the Agreement to make certain adjustments to the requirements of the Agreement related to (i) the location of various historic structures to be preserved on the Redevelopment Property, and (ii) the date by which the Developer must submit a building permit application for the project.

Agreement

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Agreement is hereby amended as follows:

Section 1. Section 2.01 of the Agreement is amended to read as follows:

Section 2.01 Description of the Development. The Project is the redevelopment of the Redevelopment Property in accordance with this Agreement, including the Development Conditions. The exact nature of the Project shall be at the discretion of the Developer, so long as each and every aspect of the Project meets each and every requirement set forth in this Agreement, and has received any and all Town approvals required to construct the Project pursuant to the requirements of the Town Code.

Without limiting the generality of the foregoing, the Project shall include the construction of:

1. a hotel with not more than sixty-five (65) rooms/suites and containing an elevated plaza of not less than one-thousand (1,000) square feet in

area, which elevated plaza shall be adjacent to and not more than two (2) floors above the outdoor, at-grade plaza specified below;

2. a restaurant(s) and bar(s);
3. a not less than eight (8) lane bowling alley with a restaurant and bar;
4. an outdoor, at-grade plaza that is adjacent to Main Street and is not less than 2,500 square feet in area; and
5. not less than six (6) Employee Housing Units.

The Project shall also include the preservation, on the Redevelopment Property, of the following historic structures that are currently located within the boundaries of the Redevelopment Property:

1. the Staley House
2. the building containing the Foote's Rest private residence and Sweet Shop (but not the associated garage);
3. Cabins 1, 2, and 3; and
4. the Blacksmith Shop.

Collectively, the above-listed structures or parts of structures shall be referred to hereinafter as the "Historic Structures." For purposes of reference only, each such structure is depicted in Exhibit C hereto at its approximate location as of the Effective Date of this Agreement. Exhibit C is incorporated herein by reference. Developer agrees that the building containing the Foote's Rest private residence and Sweet Shop shall be preserved in place at its location as of the Effective Date of this Agreement. Developer agrees that Cabins 1 and 2 shall be preserved at a location that is either adjacent to the western boundary of the Redevelopment Property, or near their respective locations as of the Effective Date of this Agreement. Developer agrees that the Staley House shall be preserved at a location on the Redevelopment Property that is adjacent to Main Street and in such manner and configuration that causes the Staley House's front façade to face Main Street, with at least a five (5) foot setback measured from the back of the sidewalk to serve as a "front yard." Developer further agrees that the remaining Historic Structures shall be located predominantly along the western boundary of the Redevelopment Property.

Developer agrees that, as a part of the consideration to the Town for the sale of the Town Property to the Developer, the Developer shall execute and deliver to the Town, at the time of Closing, an historic preservation covenant over the Redevelopment Property for the purpose of preserving the Historic Structures and their historic appearance, in perpetuity, and for the purpose of limiting the uses to which the Staley House may be put. Said covenant shall run in favor of the Town, shall bind all future owners of the Redevelopment Property and shall be substantially in the form attached hereto as Exhibit D, which Exhibit is incorporated herein by reference. Any part of the foregoing notwithstanding, the Developer and the Town understand and agree that the Blacksmith Shop, as a result of its degradation, may be difficult and impractical to relocate and/or preserve and, accordingly, agree that the Blacksmith Shop may be replicated rather than preserved in the Developer's reasonable discretion. Any part of the foregoing notwithstanding, the Developer and the Town further understand and agree that

Developer shall endeavor but not be obligated to preserve the Tool Shed (which is depicted in Exhibit C) along with the other Historic Structures and that, if so preserved, the Tool Shed shall be added to the list of Historic Structures that will be subject to the historic preservation covenant, the form of which is attached hereto as Exhibit D.

Developer agrees to develop the Redevelopment Property with reasonable care and diligence and to carry out and complete the Project in accordance with this Agreement and the Development Conditions.

Section 2. Section 4.04 of the Agreement is amended to read as follows:

Section 4.04 Building Permit Application. On or before June 15, 2018, the Developer shall have made application to the Town, including the payment of building permit fees therefor, for a building permit authorizing the construction of a substantial portion of the improvements to be constructed on the Redevelopment Property pursuant to the approved development plan for the Property. For purposes of this section, a “substantial portion of the improvements” mean improvements of a value that is not less than one-half (50%) of the total value of all improvements that may be constructed on the Property pursuant to the approved development plan, with such values being determined by the Town’s Building Official through the normal and customary valuation methodology generally applied by such official in connection with building permit applications. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 3. All capitalized terms used in this First Amendment shall have the same meaning as provided in the Agreement.

Section 4. Except as expressly amended by this First Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Developer has caused these presents to be executed by its duly authorized officer, as of the date first above written.

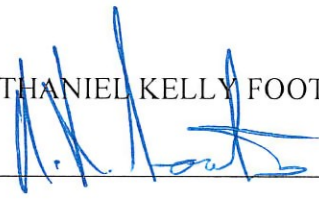
TOWN OF FRISCO

(SEAL)

Attest:


Deborah Wohlmuth, CMC, Town Clerk


Gary Wilkinson, Mayor

NATHANIEL KELLY FOOTE


STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the 27 day of February, 2018, by Gary Wilkinson, as Mayor, and Deborah Wohlmuth, as Town Clerk, of the Town of Frisco, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.


Notary Public

My Commission Expires: 7/29/18

SUSAN FRANCIS GILMORE
NOTARY PUBLIC - STATE OF COLORADO
Notary Identification #20144029786
My Commission Expires 7/29/2018

STATE OF COLORADO)
) ss
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me as of the 27 day of February, 2018, by Nathaniel Kelly Foote

WITNESS my hand and official seal.



Notary Public

My Commission Expires: 7/29/18

Attachment 5

Narrative Project Description
as Submitted by Applicant

COUNCIL WORK SESSION NARRATIVE

05.14.2019



INTRODUCTION

Foote's Rest at Block 11 will preserve six historic structures on site, creating a blend of old and new cohesively tied together through a community plaza accessible from both Main Street and 5th Avenue. Through this cornerstone development, Frisco is gaining Main Street vibrancy through a hotel that sets the precedent for mixed-use construction, historical preservation and social responsibility. As part of this social responsibility, the development is committed to providing a minimum of 6 employee housing units.

The owner is proposing a second amendment to the Purchase and Sales Development Agreement with the town, dated January 23, 2018, for the following changes:

- The relocation of employee housing to an off-site facility;
- Clarification on the definition of a suite versus a lock-off room;
- A maximum number of hotel rooms not to exceed 75

All proposed changes will comply with Town Code. The owner is not proposing any changes to historic preservation requirements, architectural design or plaza spaces within the development application.

EMPLOYEE HOUSING

During project development, off-site opportunities for employee housing have become available. This has created the need to request an amendment to the development agreement with the town. We strongly believe that these changes are consistent with the extensive community feedback received during the town review process and will provide an authentic housing option for future residents.

As part of the approval of Foote's Rest, housing for employees of the hotel was identified as a priority. The inclusion of housing with a development project is considered a major community benefit. During the planning process there were concerns about the type of housing, sufficient parking, storage and potential conflicts between employee and guest needs. Through the purchase of the property at 221 South 4th Street; Lots 21-24, these concerns will be addressed and provide a more diverse and desirable living situation for employees (Figure A, B).

THE SITE

Located less than 1,000 feet from the hotel property, the .32 acre site provides over 3,500 total sq. ft. of living space and is within a 5 minute walk of the hotel (Figure A). The site contains 2 residential buildings - a cabin and a primary residence, freestanding garage, and multiple storage sheds. There is extensive outdoor space, and a variety of patios and decks which expand the livable space of the property. Additionally, the property has convenient access to county public transportation, Main Street activities, and local trails.

THE PRIMARY RESIDENCE

The primary house contains 7 bedrooms, a full kitchen, shared living spaces and storage, and four full and 3 half bathrooms. Each bedroom has a private vanity, isolated heating controls, and storage. The living room and kitchen have a wood burning stove and ample room for cooking, dining and lounging. Additionally, the house contains an on-site washer and dryer.

THE CABIN

The cabin is a single family home with its own kitchen, bathroom, washer and dryer and living spaces. The unit would be suitable for couples, small families or as a manager's suite.

PARKING AND STORAGE

The site has ten surface parking spaces and 2 garage spaces. The parking exceeds the Town Code requirement by 7 spaces (5 spaces - 2 for 3 bedrooms +1 for each additional bedroom). The excess parking will allow parking for residents and guests. There are two storage sheds and one garage on site for yard maintenance equipment and resident's belongings.

Figure A: Vicinity Map



Figure B: Proposed Employee Housing: 221 South 4th Street; Lots 21-24



Amenity	Hotel (6) Approved Employee Units	The Primary Residence				The Cabin Single Family Home
		Living Area A	Living Area B	Living Area C	Living Area D	
Bedroom/Room Description	2nd Floor Studio	Ground Floor Master	Garden Level Suite	2nd Floor Master	2nd Floor Bedrooms (4)	1 Bedroom & Loft
Additional Living Spaces	-	Seating Area	Private Living Room	Seating Area with Fireplace	-	Living Room Dining Nook Kitchen
Bathroom	Full Private Bath	Full Private Bath	Full Private Bath	Full Private Bath	Shared Full Bath & (2) Half Baths	Private Bath
Kitchen	-	Shared Full Kitchen				Full Kitchen
Kitchenette/Wet Bar	Yes	Yes	Yes	Yes	-	-
Private Amenities	-	Private Entry Exterior Patio Extensive Storage Seating Area Private Vanity	Private Vanity	Fire Place Built in Storage Private Deck	Built in Storage Private Vanities (in each room)	Separate Building Private Entry Living Room Patio Office Dining Area Extensive Storage Washer/Dryer
Shared Amenities	-	Large Living Room Wood Burning Fire Place Dinning Room Washer/Dryer Half Bathroom		Outdoor yard (.32 Acre Site) Large Outdoor Deck Outdoor Horseshoe Pit Outdoor Fire Pit (2) Storage Sheds Garage Storage		Yard and Storage Sheds Shared with the Primary Residence
Parking Spaces	Valet (1/unit)	8 Spaces Total: 1 Garage Space 7 Surface Spaces				2 Total: 1 Garage 1 Surface
Visitor Parking	-	2 Surface Spaces				-

Figure C: 2nd Floor with Suites

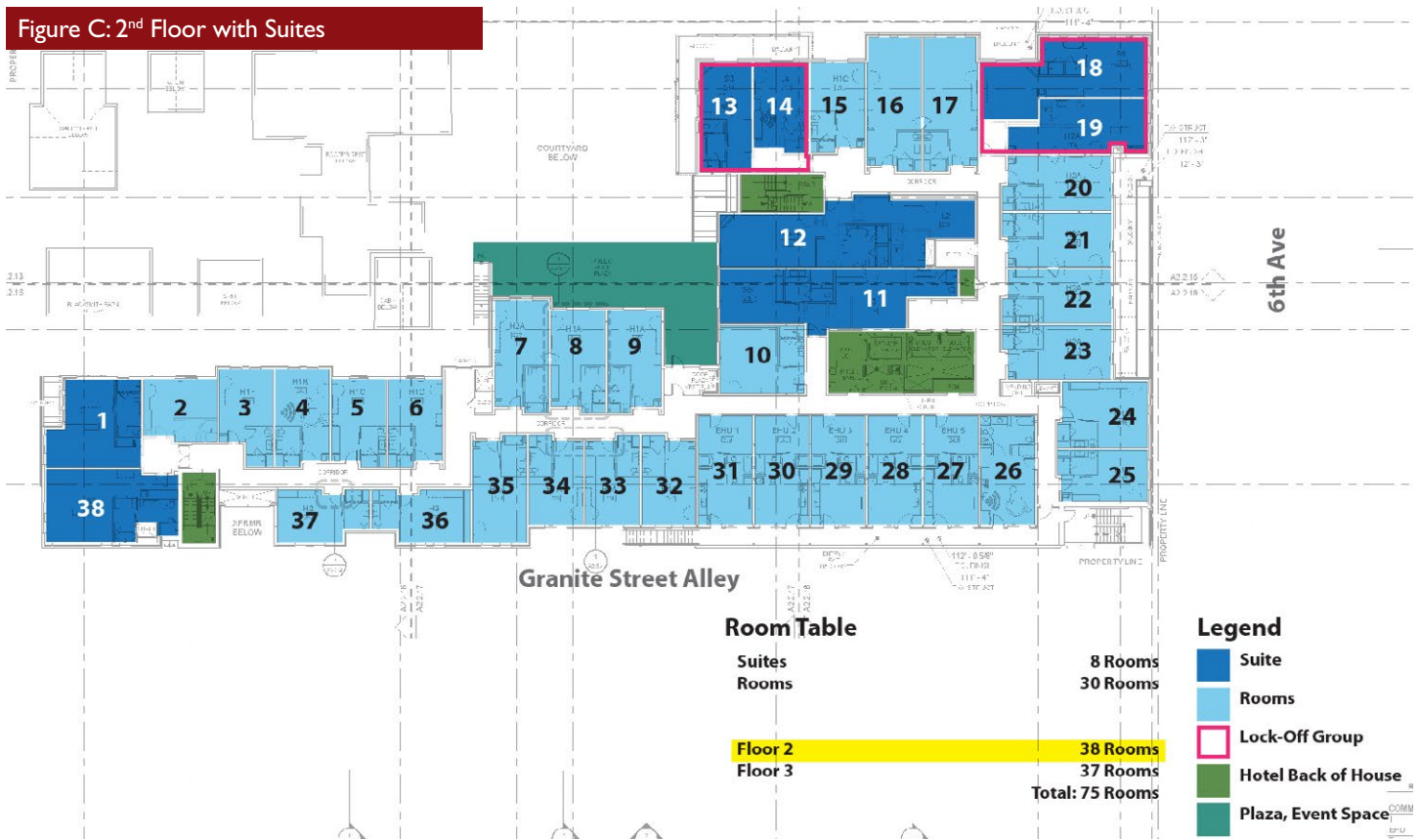
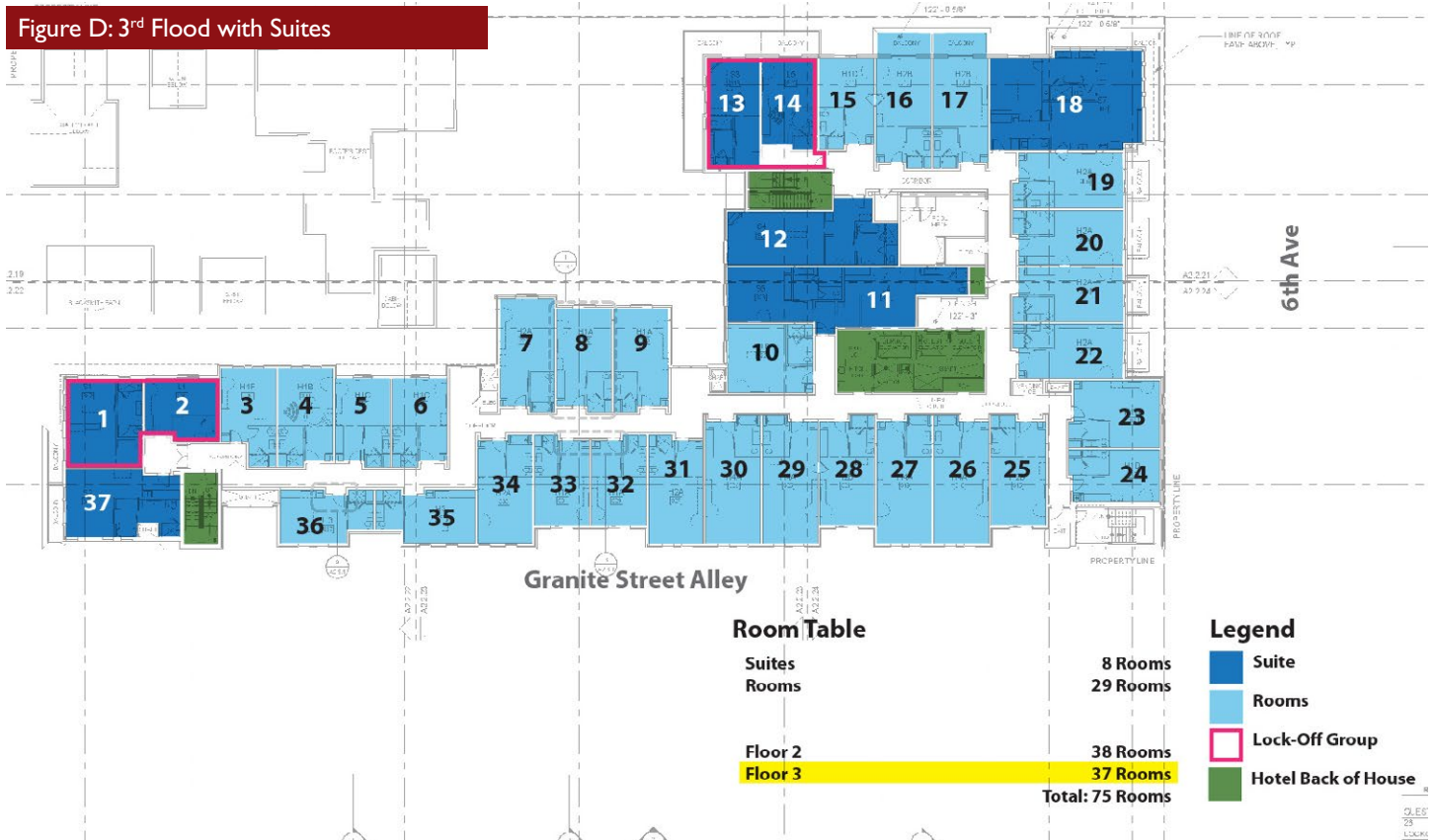


Figure D: 3rd Flood with Suites



HOTEL PARKING AND ROOMS

HOTEL ROOM CLARIFICATION

Currently the development agreement does not differentiate between suites and hotel rooms. Following the initial development review application, the design has evolved to add flexibility to the suites. With the addition of an external door directly to the hall way, the suites are now designed to function as individual lock-off units or suites to meet a variety of needs. This clarification is needed to define a suite or the use of part of the suite as a separate lock-off unit. This definition is being added to finalize the room count for the hotel (Figure C and D).

TABLE 1.1: ROOM BREAKDOWN AS PROPOSED

Breakdown	
Hotel Room	65 Rooms
Employee Units	6 Rooms
Total	71 Rooms

TABLE 1.2: ROOM BREAKDOWN FOR 75 ROOM HOTEL

Breakdown	
Hotel Room	65 Rooms
Lock-Off (Part of Suite)	4 Rooms
Employee Unit Conversion	6 Rooms
Total	75 Rooms

Table 1.1: As proposed the Hotel has 65 rooms and 6 employee units totaling 71 rooms overall.

Table 1.2: The current hotel has 65 rooms. Of these rooms 4 are lock-off units which were previously counted as part of a suite, totaling 69 rooms. The increase in hotel rooms is possible by moving the 6 employee units off-site.



MAXIMUM NUMBER OF HOTEL ROOMS

The current development application defines a maximum number of hotel rooms as 65 rooms. The owner is proposing the number of hotel rooms is extended to 75 rooms. The ten rooms being counted are not additional units, rather they are a result of the conversion of four suites to lock-off units and the reallocation of six employee units no longer needed within the building as that need is proposed to be met off-site. The current town code does not differentiate between a suite and a room, in order to provide flexibility to the suites, doors exiting to internal hallways have been added to the suites. This changes the way a suite is counted under the code and adds an additional four rooms to the hotel count. The additional six rooms comes from converting the employee units on the second floor to guest rooms.

Offering 75 rooms in a boutique hotel on Main Street will meet the demands of the market and provide a product type currently unavailable within the Town of Frisco. The current hotel market in Frisco does not have any mid-sized boutique hotels, but rather offers guests hotel options with approximately less than 50 beds or larger hotels with 120 to 200 beds. A 75 room hotel is an efficient size appropriate for both wedding and business / conference clientele. This development aims to fill a need while attracting visitors to the Town of Frisco.

The proposed increase in hotel rooms complies with the Unified Development Code as the quantity of hotel rooms is not limited by code. The number of hotel rooms is subject only to the ability to provide the required number of parking spaces per Section 180-6.13 Parking and Loading Regulations, Table 6-2. No changes in overall occupancy of the hotel or total number of beds are being proposed.



PARKING

The purchase and sales agreement does not govern parking requirements. The below information is provided as assurance to Town Council that all parking requirements will be met on site. With the employee units moved to the off-site location and the

TABLE 2.1: AS APPROVED	Parking Summary (per staff report)	
	Parking Required: 62 spaces Parking Provided: 67 spaces (63 garage, 4 surface)	
	Breakdown	
	Retail, personal services, restaurants, non-first floor office	0 spaces
	Bowling Alley (2.5/lane - 10 lanes)	25 spaces
	On-street parking credits (non-overnight use only - bowling)	-25 spaces
	Hotel (1/bedroom, 65 rooms)	65 spaces
	Employee Housing Units (1/bedroom, 6 studios)	6 spaces
	Existing Foote's Rest Home (1/bedroom, 4 bedrooms)	4 spaces
	Existing Cabin 2 (1/bedroom, studio)	1 space
	Existing Cabin 3 (1/bedroom, studio)	1 space
	Visitor Parking (1/5 dwelling units, 9 units)	1 space
	<i>Sub-total</i>	<i>78 spaces</i>
	<i>20% reduction for mixed use</i>	<i>-16 spaces</i>
Total Required per code	62 spaces	

Table 2.1: Parking calculations as approved by staff. Table 2.3 shows parking calculations including new vehicular lift systems to maintain a net surplus of spaces.



clarification of room types, additional parking has become available in the garage. To accommodate potential suite conversions, up to 7 vehicle lifts will be added. This will ensure 5 parking spaces in excess of the code is maintained. (Tables 2.1-2.2).

TABLE 2.2: AS 75 ROOM HOTEL PARKING SUMMARY	Parking Summary: 75 Room Hotel	
	Parking Required: 66 spaces Parking Provided: 71 spaces (Total)	
	Breakdown	
	Retail, personal services, restaurants, non-first floor office	0 spaces
	Bowling Alley (2.5/lane - 10 lanes)	25 spaces
	On-street parking credits (non-overnight use only - bowling)	-25 spaces
	Hotel (1/bedroom, 75 rooms)	75 spaces
	Employee Housing Units	N/A
	Existing Foote's Rest Home (1/bedroom, 4 bedrooms)	4 spaces
	Existing Cabin 2 (1/bedroom, studio)	1 space
	Existing Cabin 3 (1/bedroom, studio)	1 space
	Visitor Parking (1/5 dwelling units, 6 units)	1 space
	<i>Sub-total</i>	<i>82 spaces</i>
	<i>20% reduction for mixed use</i>	<i>-16 spaces</i>
Total Required per code	66 spaces	
Total Provided	71 spaces	
Net Parking Above Code	5 spaces	

SUMMARY

In conclusion, the proposed second amendment to the development agreement is requesting the following changes:

- The relocation of employee housing to an off-site facility within a 3 block radius of the hotel
- Clarification on the definition of a suite versus a lock-off room
- A maximum number of hotel rooms not to exceed 75

All changes will comply with Town Code. No changes are proposed to the Historic Preservation sections of the Development Agreement or the community benefit amenities.

Overall, the relocation of employee units and amendments to the hotel room and use definitions will provide employees with larger, more comfortable living arrangements and hotel guests with more flexibility. Employees will benefit from becoming a part of the fabric of Frisco, having more adequate parking, storage and a full kitchen, all within walking distance of the hotel. Future hotel guests will benefit from flexibility in hotel room sizes and types.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
**FROM: NANCY KERRY, TOWN MANAGER AND
THAD RENAUD, TOWN ATTORNEY**
**RE: AN ORDINANCE AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES OF THE TOWN
OF FRISCO, CONCERNING THE LICENSING AND REGULATION OF BUSINESSES THAT
PROVIDE DOCKLESS SHARED MOBILITY DEVICES**
DATE: JUNE 25, 2019

Summary and Background: This is the second reading of this ordinance. During the Town Council's April 23, 2019 work session, the Council discussed electric and pedal assist bicycles for use on the Recreation Path and the regulation of businesses that provide dockless shared mobility devices.

At that work session, the Town Council gave direction to the Town Attorney to bring back an ordinance concerning the regulation of dockless shared mobility devices with the following goals in mind:

- The prohibition of dockless mobility devices commonly referred to as "scooters", "stand-up skateboards", and other similar electric devices;
- The consideration to allow one or more business licenses to operate a dockless electric bicycle business in the Town of Frisco, not to exceed approximately 50 devices (total among all businesses) within the Town;
- Regulations for business licensing, business obligations, and bicycle use as allowed by law, for the operation of dockless bicycles within the Town limits.

Analysis and Ordinance: The Town Attorney has prepared an Ordinance (Attachment 1) that, if adopted, would enact regulations for the licensing and regulation of businesses seeking to provide dockless bicycles within the Town of Frisco.

For a complete understanding of the proposed regulations, a thorough review of the attached Ordinance is recommended. The following *summary* of key points in the ordinance are provided as such and not intended to replace a thorough review of the ordinance.

Summary of Key Regulations

Regulation	Section in Ord
1. A business license will only be considered for the operation of dockless bicycles, <i>all other shared mobility devices are prohibited</i>	§ 110-47
2. <u>Limitations</u> : The licenses issued under this Article shall not authorize, cumulatively, more than fifty-one (51) dockless shared bicycles to be offered within the Town at any one time, nor more than seventeen (17) dockless shared bicycles to be offered by any single licensee. Licenses shall issue under this Article on a first come, first served basis, based upon the date and time of submission of a complete application.	
3. <u>Application</u> required to include: \$80 per bicycle financial guarantee to cover the cost of damage to public property, cost of removing and/or storing dockless bicycles, any cost for the termination of license.	§110-48
4. <u>Management Plan</u> required; plan must address (a) equitable distribution of shared bicycles and electric assisted bicycles, including deployment of dockless shared bicycles at transit facilities, high demand areas of the Town, and areas of the Town that are not currently served by shared bicycle stations (b) A description of how the applicant will respond to complaints of improperly parked or abandoned shared bicycles; (c) description of how the applicant will respond when notified of safety or operational concerns of a shared bicycle in the system; (d) maintenance plan for shared bicycles; and (e) user education and outreach plan for proper bicycle parking and riding.	§110-48 (C)
5. <u>Application Fee</u> : \$500	§110-49
6. <u>Application Review</u> : conducted by Chief of Police, Town Manager, Public Works Director, Community Development Director and any additional review as determined by the Town Manager.	§110-50
7. <u>Decision Making Process</u> : Town Manager approval, denial, and process described in section 110-51.	§110-51
8. <u>Licensing Term, Expiration, Renewal</u> : Term is one –year from date of issuance, licensing expiration and renewal explained in ordinance	§110-52-55
9. <u>Insurance Required</u> : \$2M comprehensive commercial general liability insurance with limits of liability not less than two million dollars (\$2,000,000.00) per claim, two million dollars (\$2,000,000.00) aggregate, and fifty thousand dollars (\$50,000.00) for property damage. The Town shall be named as an additional insured under such insurance policy. Town Attorney to review and approve insurance.	§110-56
10. <u>Operator’s Duties, Obligations, and Standards</u> : A complete list of all of the operator and user’s duties, use, obligations, standards, requirements are explained in the ordinance Sections 110-57 & 110-58.	§110-57& 58
11. <u>Parking of Dockless Bicycles</u> : Police Chief is authorized to impound bicycles left in a location not authorized for parking of shared bicycles; parking of bicycles must follow applicable laws or Town Manager rules.	§110-61

Financial Impact: The proposed ordinance is new to the Town and therefore, the actual cost of authorizing dockless bicycles within the Town is not yet known in terms of impacts to the Town and staff time. The application fee of \$500 is expected to cover the cost of processing the application. The \$80 per-bicycle financial guarantee is projected to cover the cost of Police Department staff time to investigate improper use, abandonment of bicycles, impounding and storing of bicycles.

If the Town Council elects to adopt the ordinance allowing dockless shared bicycles, the actual costs will be evaluated over the first year and reported back to Council for consideration of amending the fees.

Strategic Plan Alignment: Authorizing dockless shared bicycles within the Town of Frisco aligns with the Council's Strategic Priorities of Vibrant Recreation and Sustainable Environment providing multi-modal opportunities for locals and visitors within the Town.

Staff Recommendation: Based on the Town Council's direction to address dockless shared bicycles, staff recommends the Council adopt the attached ordinance concerning the licensing and regulation of businesses that provide dockless shared mobility devices.

Attachments: Ordinance for adoption

Reviews and Approvals: This report has been written by Nancy Kerry, Town Manager.

Bonnie Moinet, Finance Director - Approved

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 19 - 09**

AN ORDINANCE AMENDING CHAPTER 110 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE LICENSING OF BUSINESSES, TO ADOPT A NEW ARTICLE IV CONCERNING THE LICENSING AND REGULATION OF BUSINESSES THAT PROVIDE DOCKLESS SHARED MOBILITY DEVICES.

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, pursuant to its home rule authority, its police power, C.R.S. § 31-15-702 (concerning municipal regulation of streets and alleys), and the Charter for the Town of Frisco, the Town possesses the authority to regulate the time, place, manner, and licensing requirements for the operation of businesses that provide dockless shared mobility devices to the public for use on public rights-of-way; and

WHEREAS, by limiting such businesses to certain types, and by requiring that they be operated only in certain manners and locations, and subject to certain licensure requirements, the Town Council intends to mitigate the potential negative impacts that dockless shared mobility devices may have on the public health, safety and welfare.

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

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

ARTICLE IV

Licensing of Businesses Providing Dockless Shared Mobility Devices

§ 110-45. Legislative Intent.

The intent and purpose of this Article is to protect the public health, safety, and welfare by preventing or mitigating against any adverse impact that dockless shared mobility devices may have to people or to public or private property and by licensing all persons who make available dockless shared bicycles in the Town.

/////

§ 110-46. Definitions.

As used in this Article the following words have the following meanings:

APPLICANT: means a person who has submitted an application for license pursuant to this Article.

APPLICATION: means an application for license submitted pursuant to this Article.

DAY: means a calendar day, unless otherwise indicated.

DOCKLESS: means not having a docking station in a fixed location from which users must lock and unlock their rented shared mobility device..

DOCKLESS SHARE: means a transportation system providing users the ability to access bicycles or other mobility devices via mobile technology and that does not need to be attended by the licensee, allowing the user to pick up a mobility device from one location and leave it at another within a system's service area.

DOCKLESS SHARED BICYCLE (OR SHARED BICYCLE): means a bicycle or electrical assisted bicycle offered or operating in a system through which members of the public are offered for consideration the use of bicycles or electrical assisted bicycles without the use of fixed docking facilities.

ELECTRICAL ASSISTED BICYCLE: shall mean and be limited to a “Class 1” electrical assisted bicycle which shall mean and be limited to a bicycle with an electric motor that provided propulsion only as an assistance to pedaling, and that has a governor that prevents propulsion from being provided at speeds greater than twenty (20) miles per hour.

GOOD CAUSE means:

- A. The licensee has violated, does not meet, or has failed to comply with: 1) any of the terms, conditions, or provisions of this Article; or 2) any rule and regulation promulgated by the Town Manager pursuant to this Article; or
- B. The licensee has failed to comply with: 1) any of the terms and conditions of its license including, but not limited to, any special terms or conditions that were placed on its license at the time the license was issued, or 2) any special conditions that were placed on its license in prior disciplinary proceedings or that arose in the context of potential disciplinary proceedings.

LICENSEE: means the person to whom a license has been issued pursuant to this Article.

MOBILE APPLICATION: means the software installed on a user's mobile device that allows the user to access a dockless shared mobility device.

MOBILITY DEVICE: means every and any device, whether or not motorized and other than a motor vehicle as defined in the Model Traffic Code adopted in Chapter 167 of this Code, that is designed or intended for the transportation of a person or persons from one location to another. Such devices include, but are not limited to bicycles, electrical assisted bicycles, stand-up scooters, skateboards, Segways, and similar devices.

PERSON: means an individual or any legal entity of any kind, corporate or otherwise.

POLICE CHIEF: means the Police Chief of the Town of Frisco, or the Police Chief's designee.

REBALANCING: means redistributing dockless shared mobility devices throughout the Town to ensure all areas are served by dockless share.

TOWN MANAGER: means the Town Manager of the Town of Frisco, or the Town Manager's designee.

USER: means the operator of a shared bicycle rented from a licensee.

§ 110-47. License Required; Limitations on Type and Number of Licenses.

A. No person shall conduct or carry on the business of offering or allowing the operation of dockless shared mobility devices within the Town without first obtaining a license from the Town Manager under this Article.

B. No license shall be issued under this Article to permit the conduct or carrying on of a business offering or allowing the operation of dockless shared mobility devices within the Town unless the license is limited to allowing only the operation of dockless shared bicycles.

C. The licenses issued under this Article shall not authorize, cumulatively, more than fifty-one (51) dockless shared bicycles to be offered within the Town at any one time, nor more than seventeen (17) dockless shared bicycles to be offered by any single licensee. Licenses shall issue under this Article on a first come, first served basis, based upon the date and time of submission of a complete application.

§ 110-48. Application for License.

A. A person seeking to obtain a license pursuant to this Article shall file an application with the Town Manager. The form of the application shall be provided by the Town Manager.

B. The applicant shall provide, with its license application, a financial guaranty upon which the Town may draw, in the amount of eighty dollars (\$80.00) per bicycle, to secure performance of the terms of the applicant's license following issuance. The financial guaranty shall be cash, a letter of credit from a surety or financial institution

located in the State of Colorado and in a form acceptable to the Town Manager, payable to the Town as beneficiary. The financial guaranty will be used to pay Town expenses related to the enforcement of this chapter including, without limitation, the following:

1. Public property repair and maintenance costs caused by the licensee's equipment;
2. Any cost for removing or storing a licensee's bicycles that are improperly parked; and
3. Any cost to the Town to remove a licensee's bicycles if its license expires or is otherwise terminated.

If the financial guaranty or any part thereof is used by the Town prior to the term of the license, the licensee shall, upon written notice from the Town, restore the financial guaranty to its original amount. A licensee's failure to restore the financial guarantee shall be a violation of the terms and conditions of the license. If an applicant's license is not granted, the financial guaranty shall be returned to the applicant without interest. Upon the expiration or termination of a license the remaining balance of the financial guarantee shall be refunded to the licensee without interest.

C. An applicant for a license shall submit, along with the application, a management plan that addresses accessibility of the applicant's proposed dockless bicycle share system, and how the applicant will prevent or mitigate adverse impacts that its dockless shared bicycles may have to public or private property. The Town Manager shall not approve a management plan unless it adequately addresses such impacts. The management plan shall include the following components:

1. A proposed service plan to achieve equitable distribution of shared bicycles and electric assisted bicycles, including deployment of dockless shared bicycles at transit facilities, high demand areas of the Town, and areas of the Town that are not currently served by shared bicycle stations;
2. A description of how the applicant will respond to complaints of improperly parked or abandoned shared bicycles;
3. A description of how the applicant will respond when notified of safety or operational concerns of a shared bicycle in the system;
4. A maintenance plan for shared bicycles; and
5. A proposed user education and outreach plan for proper bicycle parking and riding.

D. A license issued pursuant to this Article does not eliminate the need for the licensee to obtain other required Town licenses related to the operation of the licensee's business, including, without limitation:

1. A Town sales tax license; and
2. A Town business license.

§ 110-49. Application Fee:

An applicant shall pay to the Town a non-refundable application fee in the amount of five hundred dollars (\$500.00) at the time the application is filed. The purpose of the fee is to cover the Town's administrative costs of processing the application, and the Town's costs of monitoring and enforcing licenses issued pursuant to this Article.

§ 110-50. Review of Application.

A. Upon receipt of a properly completed application, together with all information required in connection therewith, and the payment of the application fee and provision of the financial guaranty as required by this Article, the Town Manager shall transmit copies of the application to:

1. The Police Department;
2. The Community Development Department;
3. The Public Works Department; and
4. Any other person or agency that the Town Manager determines should properly investigate and comment upon the application.

B. Within twenty (20) days of receipt of a completed application those Town departments and other referral agencies described in subsection A of this section shall provide the Town Manager with comments concerning the application.

C. If the Town Manager requests the applicant to provide additional information that the Town Manager reasonably determines to be necessary in connection with the investigation and review of the application, the applicant shall provide such information within five (5) days of the Town Manager's request, unless the Town Manager agrees in writing to a longer time period.

§ 110-51. Decision by Town Manager.

A. The Town Manager shall approve, conditionally approve or deny an application within forty (40) days of the receipt of a completed application unless, by written notice to the applicant, the decision period is extended for an additional ten (10) days if necessary for the Town Manager to complete the Town Manager's review of the application. The Town Manager shall have the authority to impose such reasonable terms and conditions on a license as may be necessary to protect the public health, safety, and welfare, and to obtain compliance with the requirements of this chapter and applicable law.

B. The Town Manager shall issue a license under this chapter when, from a consideration of the application, and such other information as may otherwise be obtained, the Town Manager determines that:

1. The application (including any required attachments and submissions) is complete and signed by the applicant, and the applicant has provided any additional information concerning the application requested by the Town Manager pursuant to subsection 110-50.C of this Article;

2. The applicant has paid the application fee and made the deposit of the financial guaranty required by this Article;
 3. The application does not contain a material falsehood or misrepresentation; and
 4. The granting of the application will not endanger public health or safety.
- C. The Town Manager shall deny an application for a license under this Article if the Town Manager determines that:
1. Information contained in the application, or supplemental information requested from the applicant, is found to be false in any material respect;
 2. The applicant has had a license issued under this Article revoked within the two (2) years immediately preceding the filing of the application, or the applicant owned a fifty percent (50%) or greater interest in any business entity that has had a license issued under this Article revoked within the two (2) years immediately preceding the filing of the application;
 3. The applicant is currently indebted to the Town for any lawfully assessed tax or fee; or
 4. The granting of the application will endanger public health or safety.
- D. If the application is denied, the Town Manager shall clearly set forth in writing the grounds for denial.
- E. If the application is conditionally approved, the Town Manager shall clearly set forth in writing the conditions of approval.
- F. If an application is denied the application fee shall not be refunded.

§ 110-52. Contents of License.

A license issued pursuant to this Article shall contain the following information:

- A. The name of the licensee;
- B. The date of the issuance of the license;
- C. The address and telephone number at which the licensee may be contacted;
- D. The date of the expiration of the license; and
- E. Notice that the shared bicycles authorized by the license may only be deployed by the licensee between April 15th and October 31st of a calendar year.

A license must be signed by both the licensee and the Town Manager to be valid.

///

§ 110-53. License Not Transferrable.

A license issued pursuant to this Article is non-transferable and non-assignable. Any attempt to transfer or assign a license shall void the license.

§ 110-54. Duration of License.

Each license issued pursuant to this chapter shall be valid for one year from the date of issuance.

§ 110-55. Renewal of License.

- A. A licensee does not have a vested right or a property right in the renewal of a license issued pursuant to this Article.
- B. Each license issued pursuant to this Article may be renewed as provided in this section.
- C. An application for the renewal of an existing license shall be made to the Town Manager, on forms provided by the Town Manager, not less than forty five (45) days prior to the date of expiration of the license. No application for renewal shall be accepted by the Town Manager after the date of expiration. The Town Manager may waive the forty five (45) days' time requirement set forth in this subsection if the applicant demonstrates an adequate reason.
- D. At the time of the filing of an application for the renewal of an existing license, the applicant shall pay a renewal fee in the amount of three hundred dollars (\$300.00).
- E. The timely filing of a renewal application shall extend the current license until a final decision is made on the renewal application by the Town Manager.
- F. A license renewal application may be approved, conditionally approved, or denied by the Town Manager pursuant to the criteria set forth in section 110-51 of this Article.

§ 110-56. Insurance and Indemnification.

Each license issued under this chapter shall contain the following requirements:

- A. The licensee shall procure and continuously maintain throughout the term of the license a policy of comprehensive commercial general liability insurance with limits of liability not less than two million dollars (\$2,000,000.00) per claim, two million dollars (\$2,000,000.00) aggregate, and fifty thousand dollars (\$50,000.00) for property damage. The Town shall be named as an additional insured under such insurance policy. An ACORD Form 27, or other certificate of insurance acceptable to the Town Attorney, shall be completed by the licensee's insurance agent and provided to the Town Manager as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be reviewed and approved by Town prior to

commencement of the operations of the business pursuant to the license, and on each renewal or replacement of the policy during the term of the license.

B. The licensee shall indemnify and defend the Town, its officers, employees, insurers, and self-insurance pool (with counsel acceptable to the Town in its reasonable discretion), from and against all liability, claims, and demands, 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, arising out of in any manner connected with the operation of the business for which the license was issued. The licensee shall investigate, handle, respond to, and provide defense for and defend against, any such liability, claims, or demands at the sole expense of the licensee, and bear all other costs and expenses related thereto, including court costs and attorney fees. The indemnity obligation of this subsection shall survive the expiration or revocation of the license.

§ 110-57. Licensee's Specific Duties and Obligations.

In addition to the other requirements of this Article, it is the duty and obligation of each licensee to:

- A. Comply with the following:
 - 1. all of the terms and conditions of the license, including, without limitation, any special condition imposed by the Town Manager;
 - 2. the licensee's approved management plan;
 - 3. all of the requirements of this chapter; and
 - 4. all other Town ordinances that are applicable to the licensee's business.

- B. Provide, on its mobile application, a link for customers to notify the licensee if there is a safety or maintenance issue with the bicycle.

- C. Include, in its mobile application, prominently displayed notification to users that:
 - 1. Helmet use is encouraged while riding a bicycle;
 - 2. Bicyclists are required to yield to pedestrians on sidewalks;
 - 3. When riding on-street, users must comply with all traffic regulations, as drivers would in a motor vehicle; and
 - 4. Shared bicycles may only be parked in bicycle racks, designated bicycle parking areas or on private property with the consent of the property owner, or in designated areas on Town property that have been approved by the Town.

- D. Provide users with a 24-hour customer service telephone number to report safety concerns, complaints, or ask questions.

E. Understand and educate users regarding the laws applicable to riding and operating a bicycle or electric assisted bicycle in the Town, and within Summit County.

F. Provide the Town Manager with current contact information for the licensee or the licensee's staff who are capable of rebalancing shared bicycles or picking up abandoned or damaged shared bicycles as required by subsection H of this section.

G. Relocate or rebalance shared bicycles within two (2) hours of receiving a request from the Town.

H. Remove or maintain or repair any inoperable shared bicycle or shared bicycle that is not safe to operate, within twenty four (24) hours of notice by any means to the licensee by any individual or entity.

§ 110-58. Dockless Shared Bicycle Standards.

A. No person shall offer a dockless shared bicycle for use that does not meet each of the standards set forth in this section.

B. The shared bicycle shall meet the standards outlined in the Code of Federal Regulations (CFR) under title 16, chapter II, subchapter C, part 1512 - Requirements for Bicycles. Additionally, the shared bicycle shall meet the safety standards outlined in International Organization for Standardization (ISO) 43.150 - Cycles, subsection 4210.

C. Each electric assisted shared bicycle shall meet the definition of a Class 1 electric assisted bicycle in that it shall provide propulsion only as an assistance to pedaling and shall have a governor that prevents propulsion at speeds greater than twenty (20) mile per hour.

D. The shared bicycle shall be equipped with a locking mechanism that enables the bicycle to be locked to a fixed structure.

E. The shared bicycle shall have affixed, in a prominent location, identifying information that includes:

1. The name, address, electronic mail address, and 24-hour customer service telephone number of the licensee; and
2. A unique identifier number or series of numbers for each shared bicycle.

G. No sign or other form of advertising shall be placed on the shared bicycle; provided, however, the licensee's name, contact information, and other technical information concerning the shared bicycle itself may be placed on the bicycle or on a placard not larger than four inches by six inches (4" x 6").

§ 110-59. Suspension or Revocation.

- A. A license issued pursuant to this chapter may be suspended or revoked by the Town Manager after a hearing for any of the following reasons:
1. Fraud, misrepresentation, or a false statement of material fact contained in the license application.
 2. A violation of any Town or State law or regulation pertaining to the operation of the business for which the license was issued.
 3. A violation of this Article.
 4. A violation of any of the terms and conditions of the license, including, without limitation, any special condition imposed upon the license by the Town Manager pursuant to this Article.
 5. Licensees' operations have ceased for more than six (6) months for any reason.
 6. Ownership of the licensee business has been transferred without the new owner obtaining a license pursuant to this Article.
- B. In connection with the suspension of a license, the Town Manager may impose reasonable conditions.
- C. For the purpose of disciplinary action imposed pursuant to this Article, a licensee is responsible and accountable for the conduct of the licensee's employees, agents, and contractors occurring in connection with the operation of the business for which the license has been issued.
- D. In deciding whether a license should be suspended or revoked, and in deciding what conditions to impose in the event of a suspension, if any, the Town Manager shall consider all of the following:
1. The nature and seriousness of the violation.
 2. Corrective action, if any, taken by the licensee.
 3. Prior violation(s), if any, by the licensee.
 4. The likelihood of recurrence.
 5. All circumstances surrounding the violation.
 6. Whether the violation was willful.
 7. The number of previous violations by the licensee.
 8. Previous sanctions, if any, imposed against the licensee.
- E. No fee previously paid by a licensee in connection with the application shall be refunded if such license is suspended or revoked.

§ 110-60. Town Manager's Decision is Final.

Any decision made by the Town Manager pursuant to this Article shall be a final decision of the Town and may be appealed to a court in accordance with applicable law. The applicant's or licensee's (as applicable) failure to timely appeal the decision is a waiver of the applicant's or licensee's right to contest the denial or conditional approval of the application.

§ 110-61. Parking Dockless Shared Bicycles:

A. No user of a dockless shared bicycle shall park a shared bicycle in any location except where authorized by this Article, applicable law, or pursuant to rules issued by the Town Manager under this Article. Both the licensee and user are jointly and severally liable for any parking in violation of this Article, applicable law or the Town Manager rules issued under this Article.

B. The Police Chief is authorized to impound any shared bicycle left in a location that is not authorized for the parking of a shared bicycle under this Article or pursuant to rules issued by the Town Manager, to dispose of any abandoned or improperly parked shared bicycle, and to collect the cost of such impoundment or disposal from the licensee either through the financial guaranty required by this Article or directly from the licensee if the financial guaranty is insufficient to cover the cost.

§ 110-62. Penalties: Injunctive Relief.

A. It is unlawful for any person to violate any provision of this chapter. Any person convicted of having violated any provision of this chapter shall be punished as set forth in Chapter 1, Section 1-14 of this Code.

B. If a person is required to have a license issued pursuant to this Article, the operation of such person's business without a valid license issued pursuant to this Article may be enjoined by the Town in an action brought in the Municipal Court, In any case in which the Town prevails in a civil action initiated pursuant to this section, the Town may recover its reasonable attorney fees plus costs of the proceeding.

C. The remedies provided in this section are in addition to any other remedy provided by applicable law.

§ 110-63. No Town Liability.

The adoption of this Article and the issuance of licenses pursuant to this Article shall not create any duty to any person. No person shall have any civil liability remedy against the Town, or its officers, employees or agents, for any damage or loss of any kind arising out of or in any way connected with the issuance of any license pursuant to this Article. Nothing in this chapter shall be construed to create any liability or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, section 24-10-101, et seq., Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the Town, or its officers, employees or agents.

§ 110-64. Rules and Regulations.

The Town Manager shall have the authority from time to time to adopt, amend, alter, and repeal administrative rules and regulations as may be necessary for the proper administration of this Article or to regulate the parking of dockless shared bicycles. A violation of any such parking regulations may be enforced in the Town's Municipal Court if those regulations are approved by an Ordinance adopted by the Town Council.

Section 2. 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 11TH DAY OF JUNE, 2019.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 25TH DAY OF JUNE, 2019

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC,
Town Clerk