

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

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

Agenda Item #1: High Country Conservation Center Annual Report

Agenda Item #2: MT2030 Conference Update

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

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

**Call to Order:**

Gary Wilkinson, Mayor

**Roll Call:**

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

**Public Comments:**

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

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

**Mayor and Council Comments:**

**Staff Updates:**

**Consent Agenda:**

- Minutes October 8, 2019 Meeting
- Manual Dry Standpipe Installation - Contract with Johnson Controls

- Resolution 19-35, Supporting School District Tax Issue

**New Business:**

Agenda Item #1: Permit Application and Report of Changes – Change of Location, Vincent’s LLC dba Vinny’s STAFF: DEBORAH WOHLMUTH 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #2: First Reading, Ordinance 19-21, an Ordinance Amending Chapter 180 of the Code of Ordinances of the Town of Frisco, Concerning the Development and Subdivision of Land, by Amending Section 180-5.4, Concerning Temporary Uses and Structures in Connection with the Frisco Peninsula Recreation Area, the Frisco Bay Marina, Town of Frisco Special Events, and the Relocation of Buildings Owned by the Town of Frisco 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

Agenda Item #3: First Reading, Ordinance 19-23, an Ordinance Amending Chapter 79 of the Code of Ordinances of the Town of Frisco, Concerning Dogs and Other Animals, by Amending Section 19-17, Concerning Pet Shops, to Prohibit the Sale or Other Disposition of a Dog or Cat from a Pet Shop, Except when the Shop Acquired the Dog or Cat from an Animal Care Facility, or Animal Rescue Organization 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 #4: Resolution 19-34, Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Frisco, Colorado for the Calendar Year Beginning January 1, 2030 and Ending December 31, 2020 STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

**Old Business:**

Agenda Item #5: Second Reading, Ordinance 19-19, an Ordinance Levying General Property Taxes for the Year 2019 to Help Defray the Cost of Government for the Town of Frisco, Colorado for the 2020 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #6: Second Reading, Ordinance 19-20, Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purposes as Set Forth Below for the Town of Frisco, Colorado for the 2020 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC

COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

**Executive Session:**

Agenda Item #7: Executive Session Pursuant to C.R.S. 24-6-402(4) (a), for the Purposes of 1): Discussing the Potential Acquisition of Certain Real Property and 2): Discussing the Potential Sale of Certain Other Real Property; and (b), Conferences with an Attorney for the Town for the Purposes of Receiving Legal Advice on Specific Legal Questions

**Adjourn:**

# 2019 Climate & Energy Program Results

## ENERGY SMART COLORADO

HC3's Energy Smart Colorado program makes it easy for Frisco residents to understand how their homes use energy. The program provides energy assessments and coaching while offering rebates for energy retrofit projects.

### Annual Results to Date

- 23/25 assessments, Town of Frisco
- 136/142 assessments, countywide
- 6/12 energy retrofits, Town of Frisco
- 44/74 energy retrofits, countywide

### Quick-Fixes

In 2019, HC3 received funding to provide free energy-saving "quick-fixes" to 6 Frisco homes. Quick-fix items such as LED bulbs and water heater blankets, result in immediate energy savings.



HC3's Chris Refer discusses quick-fix options with a Summit County homeowner.

### Annual Quick-Fix Results to Date

- 8 homes served, Town of Frisco
- 68 homes served, countywide
- 1,376 LED bulbs installed
- \$110 average annual savings/home

## WHAT'S UPCOMING

- Fall media campaign
- Car magnets for auditors
- "I'm Energy Smart because..." testimonials



Del Deocampo, Energy Smart participant

## RESOURCE WISE

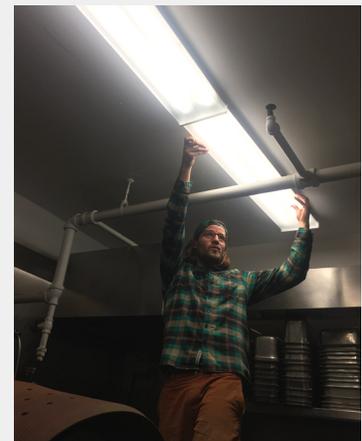
Resource Wise encourages businesses to support community sustainability by reducing their carbon emissions, energy use, and waste. Many of these businesses have streamlined operations and saved money doing it.

### Annual Results to Date

- 5/5 new businesses enrolled
  - Chiropractic Health & Acupuncture
  - Deeper Green Consulting
  - Epic Mountain Gear
  - First Bank
  - HighSide Brewing
- 4/5 improvement projects completed

## WHAT'S UPCOMING

- Annual business recognition event, Nov 7
- Improved project tracking
- New business directory
- Silver + Gold recognition ads





Soon, Belford Street will need to be named Solar Way. Almost half of Frisco's Solarize participants live on Belford, including Julie and Tony.

## Community Engagement



In September, HC3 hosted Brad Udall for a talk on the climate change impacts on the Colorado River. Over 80 locals and visitors attended.

## WHAT'S UPCOMING

- C-PACE training
- Building code proposals
- *The Human Element Film*, Nov 14 (tentative)

## CLIMATE ACTION COLLABORATIVE

### Solarize Summit

- 19 Solarize contracts signed, Town of Frisco
- 82 Solarize contracts signed, countywide
- 110 kW in Frisco...
  - 110 times the amount of residential rooftop solar installed in 2018
  - Doubled the total amount of residential solar within town limits
  - \$17,664 annual utility bill savings, Town of Frisco

### Outreach & Media

- CBS4 TV story
- Print ad campaigns

### Building Efficiency

- Ongoing development of sustainable building codes with key stakeholders

### Annual Results to Date

- 5 local governments adopted the Climate Action Plan
- 5 non-government partners endorsed the Climate Action Plan
- Hosted 3 public engagement events with 250+ people in attendance
- Executed Solarize Summit campaign and outreach events
- Facilitated 18 working group meetings
- Distributed 2,450 LED light bulbs, saving residents \$13,691 annually



HC3 Annual  
Update

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Town of Frisco  
October 22, 2019

# Energy Smart Colorado 2019

Home Energy  
Assessments

23/25

Home Energy Retrofits

6/12



EnergySmart Colorado  
MAKING ENERGY IMPROVEMENTS SIMPLE & AFFORDABLE



# Resource Wise Business Program

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<b>Businesses Enrolled</b>	<b>5/5</b>
<b>Improvement Projects Completed</b>	<b>4/5</b>



# Climate Action

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- Silverthorne!
- Building Codes
- Solarize Summit
- Community Engagement



# Looking ahead: 2020 initiatives

- Building code educational workshops
- EV grant(s)
- Solarize 2.0
- Community events...Rob Davies!
- Reevaluating programs for greater climate impact



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# Strong Future Recycling Programs

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- Municipal waste bins arrive in November
- Food scrap participants tripled to 600 enrollees
- 8 glass sites
- Carton recycling
- Amelie Company selected to develop marketing campaign by end of year
- Working with SCRAP to prepare for mattress recycling
- Silverthorne recycling center

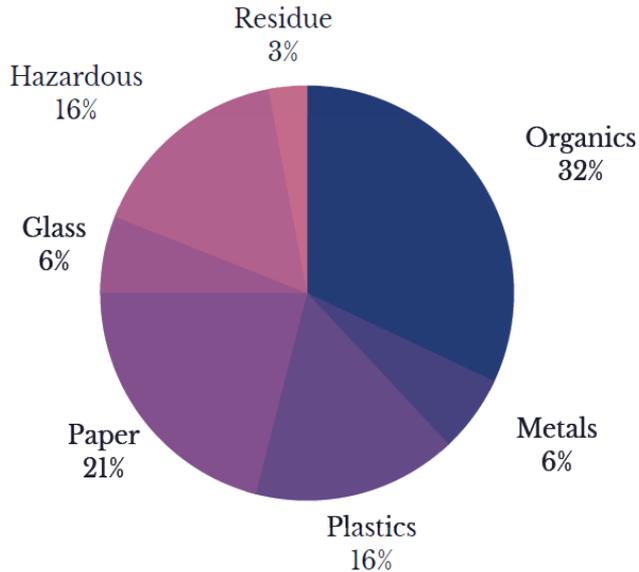




# Waste Composition Study

## What's in our trash?

July garbage. Full report coming in November





**HIGH COUNTRY**  
CONSERVATION CENTER

**Thank you!**

**Jen Schenk**

Executive Director

[jen@highcountryconservation.org](mailto:jen@highcountryconservation.org)

**Jess Hoover**

Climate Action Director

[jess@highcountryconservation.org](mailto:jess@highcountryconservation.org)



MEMORANDUM

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P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BILL GIBSON, INTERIM DIRECTOR**  
**RE: COMMUNITY DEVELOPMENT DEPARTMENT REPORT**  
**DATE: OCTOBER 22, 2019**

**Department Updates:** We are pleased to announce that Jason Davis has joined the Community Development Department team. Jason has transferred from the Frisco Bay Marina into the Town Hall Administrative Assistant position. Please welcome him the next time you are at Town Hall.

**Planning Commission Activities:** Planning Commission meeting on August 1, 2019:

1. Work Session for Planning Commissioner legal training

*Thad Renaud, Town Attorney, provided training on the following three topics:*

- *Quasi-Judicial Decision Making and Ex Parte Communications*
- *Colorado Open Meetings Law*
- *Ethics in Government – Conflicts of Interest*

2. Planning File No. 104-19-ORD: A code text amendment to Chapter 180 of the Code of Ordinances of the Town of Frisco, concerning zoning, by amending Section 5.2.11 thereof, concerning telecommunications facilities, to revise regulations concerning small cell wireless facilities to conform to Federal Communications Commission requirements and limitations.

*The Planning Commission tabled this item to September 5, 2019 by a vote of 7-0.*

3. Planning Commission Resolution 19-02: A resolution adopting the 2019 Frisco Community Plan

*The Planning Commission approved this item by a vote of 7-0.*

The Planning Commission did not hold meetings on August 15, September 5, September 19, or October 3, 2019.

Planning Commission meeting on October 17, 2019:

1. Planning File No. 220-19-ORD: A public hearing regarding amendments to Chapter 180 of the Code of Ordinances of the Town of Frisco, Colorado, concerning the Unified Development Code, by amending Section 180-5.4, Temporary Uses and Structures, to allow for temporary uses and structures at the Peninsula Recreation Area and Frisco Bay Marina and in connection with special events.

*The Planning Commission forwarded a recommendation to the Town Council for approval of the proposed code amendments, with modifications, by a vote of 6-0. The Planning Commission recommends that the 24-month time limits prescribed in Sections 180-5.4.2 and 180-5.4.3 be*

*amended to a time limit of 18 months with a single six-month extension available under extenuating circumstances.*

**Planning Division Activities:**

Administrative review applications approved in August: 26

<b>Application Type</b>	<b>Applicant</b>	<b>Address</b>
Administrative Site Plan	Michael John Lopez	203 South 5th Avenue
Sign Permit	Smile Doctors (1 of 2)	984 North Ten Mile Drive, Suite 101
Sign Permit	Smile Doctors (2 of 2)	984 North Ten Mile Drive, Suite 101
Administrative Site Plan	James McKinley	800A Lakepoint Court
Administrative Site Plan	BRR Architecture	261 Lusher Court
Sign Permit	LNS Signs, Inc.	970-984 North Ten Mile Drive
Minor Site Plan	Helmut Weber Construction	312 Streamside Lane
Minor Site Plan	Lou Glisan	120 Windflower Lane
Administrative Site Plan	Mary Patterson	116 & 118 Galena Street
Administrative Site Plan	Ked Martin Roofing	690 Belford Street, Units A & B
Administrative Site Plan	Enviro Roofing & Construction	120 Rose Crown Circle
Administrative Site Plan	Roundtree Inc.	743 Hunters Circle
Administrative Site Plan	Renewal by Andersen	450 West Main Street, Unit 215
Administrative Site Plan	Heflin Remodeling	810B Lakepoint Court
Sign Permit	Himalayan	842 North Summit Boulevard, Unit 17
Administrative Site Plan	Action Builders	651 Gold Dust Drive, Units A & B
Administrative Site Plan	AP Mountain States, LLC	226 Lusher Court, Suite 201
Administrative Site Plan	Active Energies	13 Alpine Court
Banner Permit	Mountain Comfort Furnishings	507 North Summit Boulevard
Minor Site Plan	Allen Guerra Architecture	421 Juniper Drive
Administrative Site Plan	Todd Bacon	920 Meadow Creek Drive
Administrative Site Plan	Active Energies	713 Belford Street
Administrative Site Plan	Jack McWilliams	108 Creekside Drive, Units 1-4
Administrative Site Plan	CAM Solar	112 Primrose Place
Administrative Site Plan	Augusto Torruco	108 Creekside, Unit 4
Administrative Site Plan	Mark Hallstrom	321 North 7th Avenue

Administrative review applications approved in September: 45

<b>Application Type</b>	<b>Applicant</b>	<b>Address</b>
Final Plat	Greg Hess (Alley Shacks)	416 Galena Street Alley
Administrative Site Plan	D-7 Roofing	475 Belford Street, Units A-C
Administrative Site Plan	Enviro Roofing & Construction	135 Rose Crown Circle
Administrative Site Plan	John Tuso	605 East Main Street
Administrative Site Plan	Helen Rowe	709 Belford Street
Administrative Site Plan	Eva Henson	36 Hawn Drive

Administrative Site Plan	Hogan Roofing	232D Creekside Drive
Administrative Site Plan	Rocky Mountain Bible Church	600 East Main Street
Administrative Site Plan	Active Energies	135 Rose Crown Circle
Administrative Site Plan	AG Roofing	149 Alpine Drive, Unit A & B
Administrative Site Plan	Renewal by Andersen	734 Lagoon Drive, Unit B
Administrative Site Plan	Renewal by Andersen	163E Wichita Avenue
Administrative Site Plan	Rocky Mountain Hot Tub	123 Rose Crown Circle
Administrative Site Plan	Hogan Roofing	18 Hawn Drive
Sign Permit	The Gongloff Group	202 East Main Street
Administrative Site Plan	RG Roof & Construction LLC	204 Miners Creek Road, Units A-D
Administrative Site Plan	AT Sunset Construction LLC	755 South 5th Avenue, Bldgs. I & J
Administrative Site Plan	TSH Tree Service	271 North 6th Avenue
Administrative Site Plan	Active Energies	401 Frisco Street
Administrative Site Plan	Active Energies	404 South 2nd Avenue
Minor Site Plan	Campbell Construction	311 Frisco Street
Sign Permit	Bank of the West BNP Paribas	1000 North Summit Boulevard
Sign Permit	Vantia Hardwoods	730 North Summit Boulevard, Unit 103
Administrative Site Plan	Mt. Royal Condos	509 & 513 Belford Street
Administrative Site Plan	EJ Lachendro	218 Pitkin Street
Administrative Site Plan	Reedy Set Go	772 Hunters Circle
Administrative Site Plan	Malia Sabia	952 Lakepoint Circle
Administrative Site Plan	Mike Shapiro	149 Rose Crown Circle
Administrative Site Plan	New Vision Roofing & Exteriors	223 Lusher Court
Administrative Site Plan	Lagoon Townhomes HOA	762 Lagoon Drive
Administrative Site Plan	Brynn Grey	226 Lusher Court
Administrative Site Plan	Gregory Door & Window	203 South 5th Avenue
Administrative Site Plan	Great Divide Builders LLC	690 Gold Dust Drive
Administrative Site Plan	Steel Tight Roofing	77 Hawn Drive
Banner Permit	Slifer Smith & Frampton	1121 Dillon Dam Road
Administrative Site Plan	Nicole Maynard	310 S 8th Avenue, Bldg. 1, Unit D
Administrative Site Plan	Town of Frisco	110 South 3rd Avenue
Administrative Site Plan	Renewal by Andersen	233 Emily Lane
Banner Permit	Copy Copy	825 North Summit Boulevard
Administrative Site Plan	KLM Construction Inc.	320 North 7th Avenue
Minor Site Plan	BHH Partners	229 Larson Lane
Administrative Site Plan	Acord Creek Builders	203 Lupine Lane
Sign Permit	Lakepoint Court HOA	600 Lakepoint Court
Administrative Site Plan	McDonald Construction	175B Rivercrest Drive
Banner Permit	Aquamarine Commercial Laundry	725 & 726 Ten Mile Drive

**Building Division Activities:**

- Permits issued in August included the following:
  - Building Permits: 53
  - Plumbing & Mechanical Permits: 17
  - Electrical Permits (issued by Summit County): 10
  - Solar Permits: 3
  
- Permits issued in September included the following:
  - Building Permits: 40
  - Plumbing & Mechanical Permits: 22
  - Electrical Permits (issued by Summit County): 23
  - Solar Permits: 5
  
- Valuation of permits issued in August: \$6,089,080
  
- Valuation of permits issued in September: \$5,347,460
  
- Inspections performed in August: 270
  
- Inspections performed in September: 256
  
- Rapid Review Wednesday customers assisted in August: 40
  
- Rapid Review Wednesday customers assisted in September: 62
  
- Certificates of Completion / Certificates of Occupancy issued in August: 15  
Including:
  - 112 North 5th Avenue - Deming Crossing, Unit 4
  - 416 Galena Street - Alley Shacks, Unit 1
  - 416 Galena Street - Alley Shacks, Unit 2
  - 100 Granite Street - Mattox Townhomes, Unit 1
  - 307 South 8<sup>th</sup> Avenue - Single-family residence
  
- Certificates of Completion / Certificates of Occupancy issued in September: 11

**Front Desk Activities:**

Phone calls and walk-in customers served in August: 690  
Phone calls and walk-in customers served in September: 536



MEMORANDUM

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P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

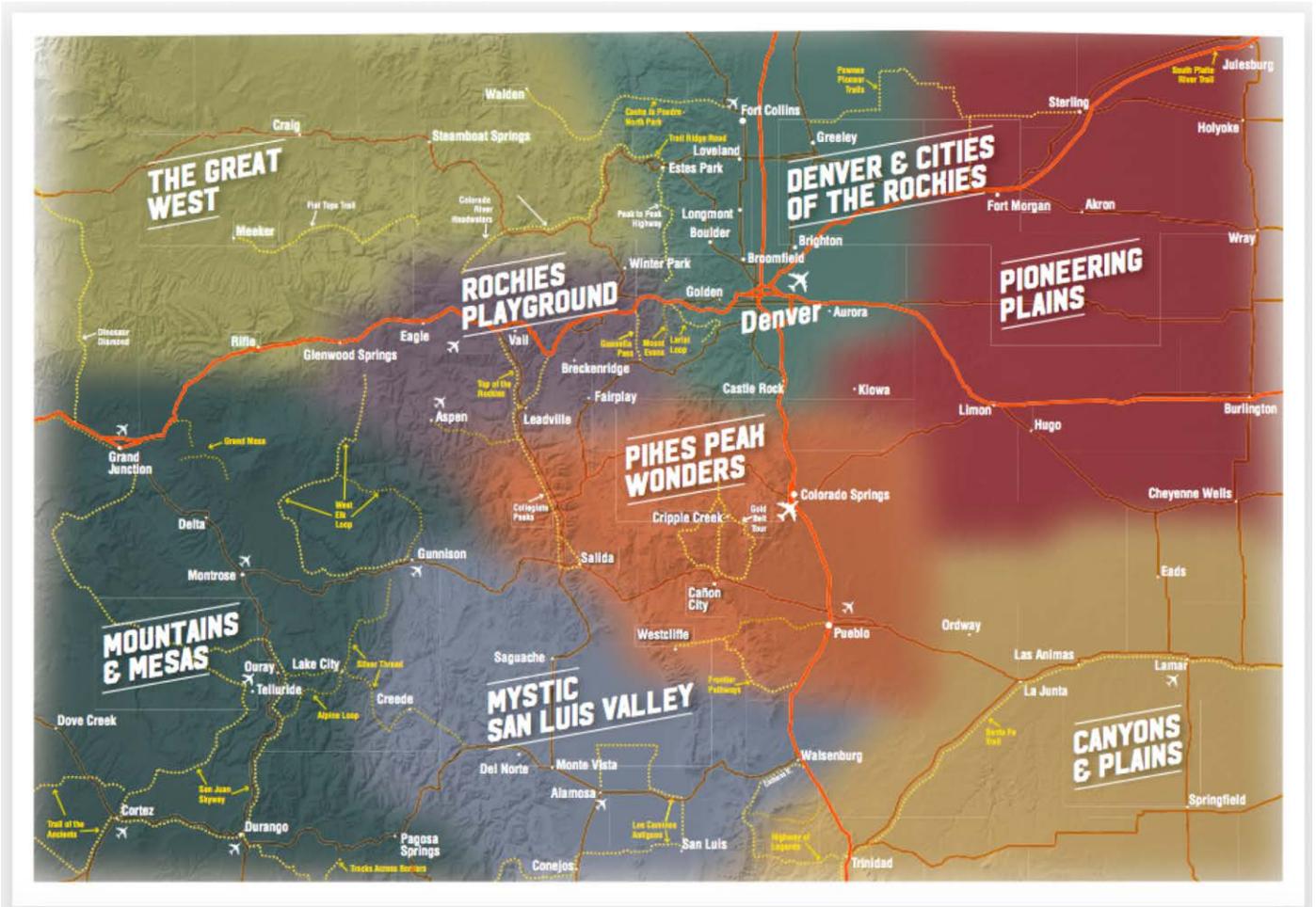
**TO: MAYOR AND TOWN COUNCIL**  
**FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR**  
**RE: MARKETING AND EVENTS DEPARTMENT STAFF REPORT**  
**DATE: OCTOBER 22, 2019**

**Destination PR/Media Coverage:** Coverage tends to slow down a bit between summer and winter, which has been the case this fall as well. Yet, there was some quality international coverage in Australia promoting Frisco as an under the radar ski town.

- Frisco was featured in the fall/winter edition of Mountain Meetings in a story about four mountain towns with standout Main Streets; the article included Steamboat, Telluride and Whitefish, Montana as well. Mountain Meetings has a circulation of 50,000.
- The website, Only in Your State, featured the Frisco Historic Park in “7 Little Known Museums in Colorado Where Admission Is Free”; the article also included Red Rocks and the Arvada Center. The website has a reach of 233,000.
- The Australian included Frisco in an article titled “Secret snow biz” about under-the-radar US ski towns; the article also included Ogden, Utah, Driggs, Idaho and Truckee, California. The Australian is a national news outlet in Australia with a digital reach of 2 million.
- Marina Dock Age's Weekly Wire newsletter and their website featured the article “Events at Frisco Bay Marina Keep Customers Coming Back”.

**Colorado Tourism Office:**

- Two staff from the visitor center, Carolyn Gentling and Catherine Carroll, as well as Nora Gilbertson and Vanessa Agee, attended the Governor's Conference on Tourism in Denver. There was a significant emphasis on responsible and sustainable tourism, as well as the strategies to achieve harmony between economic development, visitor experience and resident attitudes about tourism and resident quality of life.
- Tasha Wilson and Vanessa Agee attended the Colorado Tourism Office's wrap up meeting in Glenwood Springs regarding the new regional maps, which were created to more accurately and strategically represent Colorado destinations and raise awareness of less visited destinations.



- Vanessa Agee taught a visitor readiness class to community leaders in Sterling for the Colorado Tourism Office's Craft 101 program, which is intended to develop a more defined tourism program for less visited rural areas in Colorado.

**Economic Development: Summit Prosperity Initiative:** Vanessa Agee continues to attend workshops for the Summit Prosperity Initiative, which is a countywide effort being led by the Summit Chamber and State Representative Julie McCluskie. The Initiative received a USDA Rural Economic Development Innovation award for technical assistance to develop plans and tactics to support economic resiliency in Summit County. Human Resources' Mindy Zablocki also attended a session regarding strategies to develop, retain and support the workforce. Other recent sessions included responsible and sustainable tourism/recreation and infrastructure.

**Special Events:** Make a Difference Day was supported by the Town of Frisco, which staffed the Frisco project, provided a truck and trash disposal and contributed the Nordic Center as a location for the after party. Over a dozen people volunteered for the Frisco project, which included a cleanup of Willow Preserve and the surrounding areas. Volunteers even removed and disposed of a toilet that had been dumped in the Preserve.



### **Frisco/Copper Visitor Information Center:**

#### **Visitor Information Center numbers for September 2019**

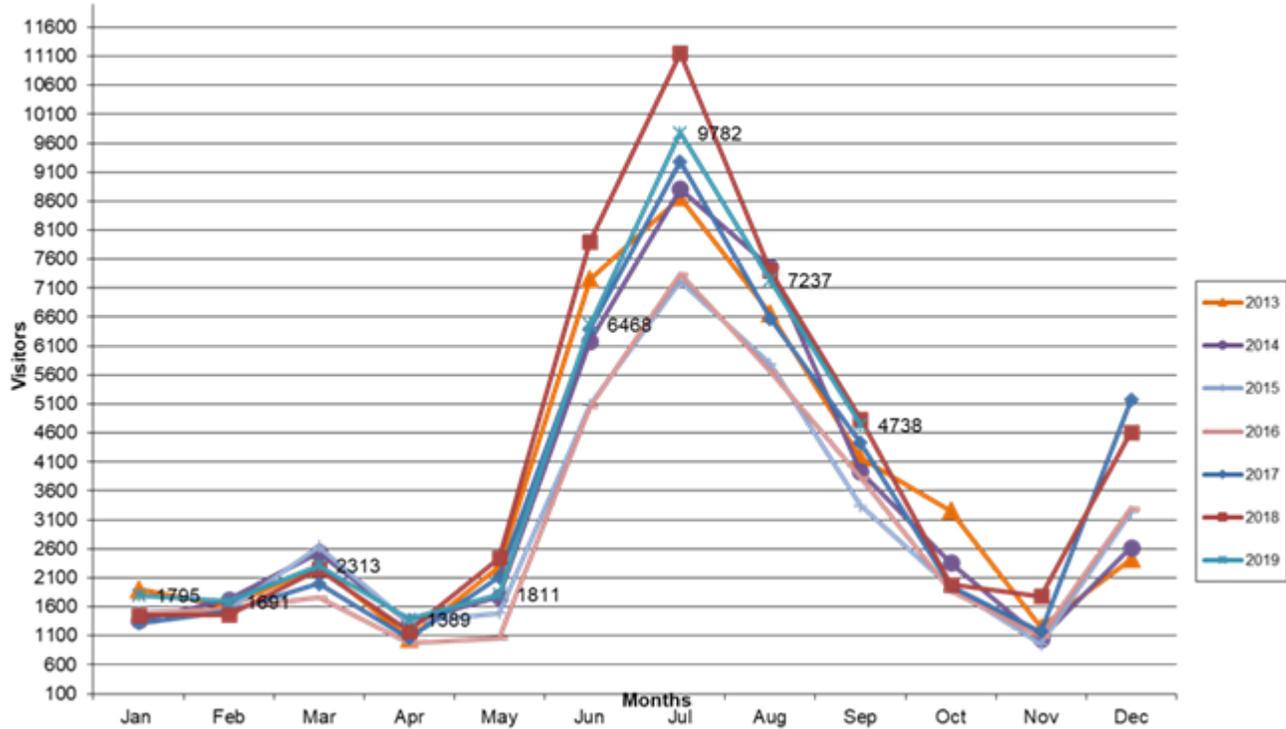
- The Information Center saw 4,738 visitors in September 2019 (4,836 in September 2018).
- The Information Center answered 140 phone calls in September 2019 (107 in September 2018).
- Public computer use- 43 in September 2019 (61 in September 2018)

Currently, 2019 visitor numbers to the visitor information center are down approximately 7% compared to this time in 2018 (a record year). June was down significantly, most likely due to weather. We will evaluate and determine greater trends at year end, once we see where numbers land.

- Restroom usage:
  - Men's restroom usage September 1-30, 2019: 5,328
  - Women's restroom usage September 1-30, 2019: 1,994 (due to equipment malfunction, this data includes only 12 days in September)
- Water bottle pledge and giveaway- 241 for the month of September at the Visitor Information Center.
- Tasha Wilson presented to a visiting conference group regarding Frisco and provided reusable water bottles and the pledge to attendees, along with great tips for enjoying Frisco during the conference.

- Guest comment highlights: “Great lady here helped us!” “Amazing community!” “Really enjoyed visiting the museum and historical buildings.” “Thank you! Very good advice and tips!” “Very pretty town – just like a heaven!” “Majestic, clean, friendly.” “Thank you SO much for the water bottle pledge!” “Brilliant center – very helpful staff.” “Loving our honeymoon here!”

Walk in Visitors 2013-2019



## ACTIVITY REPORT - SEPTEMBER, 2019

### POLICE

	2019	2018
Property Stolen	\$13,279	\$8,375
Property Recovered	\$1,000	\$0
Animal Control		
Citations	0	1
Warnings	3	4
Bar Checks	5	7
Business Checks	171	368
Assists	10	22
Parking Citations	1	0
Traffic Citations	12	11
Traffic Warnings	97	83
Traffic Accidents	18	9
Public Streets	12	
Private Property	6	
Injuries	1	
Open Buildings	0	1
Alarms	8	17
Calls for service	592	530
Felony Arrests	1	2
Possession of controled substance	1	
Misdemeanor Arrests	9	5
DUI	2	
Driving under restraint	1	
Violation of a Protection Order	2	
Warrant	4	

### MUNICIPAL COURT

	2019	2018
Total number of citations issued for this court date	8	24
Total number of violators due in court	3	12
Total number of violators in court	1	4
Deferred to trial:	0	1
Received Deferred Sentences:	0	0
Dismissed:	0	1
Guilty Pleas:	0	0
Guilty to Amended Charges:	1	2
Guilty from Trial:	0	0
Continued to following month:	0	0
<b>Dismissed Prior to Court</b>	1	0
<b>Handled by Mail</b>		
W/in 20 days for Point Reduction:	0	7
Outside of 20 days:	5	4
<b>No Shows</b>		
Warrants Issued:	0	0
Hold placed on Drivers License:	0	1
Filed unpaid	0	0

Sergeant Moore and Officers Cuculis and Freson all handled the aggravated assault case very well.

Ryan Smith continues to do well in the Red Rocks Police Academy.

Our Community Service Officers have started to issue warnings for parking on Main Street.



**MEMORANDUM**

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**P.O. Box 4100 ♦ FRISCO, COLORADO 80443**

**TO: TOWN COUNCIL**

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

**CC: KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK**  
**ROSE GORRELL MUSEUM MANAGER**  
**TOM HOGEMAN, GENERAL MANAGER - MARINA**  
**LINSEY JOYCE, PROGRAMS MANAGER**

**RE: RECREATION & CULTURE DEPARTMENT REPORT – SEPTEMBER 2019**

**DATE: OCTOBER 22, 2019**

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

- September is a transition month for the Department. Facilities are still open and events are happening but, a lot of staff time is spent prepping for the winter months, recruiting for winter seasonal positions, and transitioning out summer seasonal staff members.
- Staff continues to work hard on the action items and goals associated with the 2019-2020 Strategic Plan, and will be presenting such updates to Council in November. Specific to the Recreation and Culture Department are:
  - Adopt and Implement the Climate Action Plan
  - Develop Frisco Historic Park and Museum Long-Range Plan
  - Establish a Plan for the Excelsior and Lund Houses
  - Improve the Waterfront Marina
  - Evaluate Current/Future Uses of PRA
  - Conduct Parks Master Planning
  - Implement Trails Master Plan
  - Evaluate Potential Fieldhouse Feasibility
  - Evaluate Recreation Department Core Services
- Work on the 2020 budget continued in September with the help of all staff and the Finance Department.

- A few photos are included below to illustrate the different happenings within the Department:
  - New Nordic trail at the PRA – trail will be dedicated to Hannah Taylor this fall/winter season
  - Kelsy Maxie and Linsey Joyce running the Devil on the Divide trail races – 50k and half-marathon
  - Labor Day Weekend at the Frisco beach!
  - Historic Town Tour on September 6<sup>th</sup>.



The report below details each of the different divisions (Adventure Park, Marina, Historic Park and Museum, Recreation Programs and Events) within the Department. Attendance numbers (as appropriate) and financials are all presented for September.

**Adventure Park:** For the purpose of this report, the Adventure Park consists of all aspects of the Peninsula Recreation Area (PRA) including the tubing hill, ski and ride hill, field and facility reservations, concessionaire operations, the bike park, the skatepark, disc golf, trails and the Nordic Center. Finances are broken down into 1160 accounts (tubing hill, ski and ride hill, Day Lodge) and 1170 accounts (Nordic and Trails).

September highlights for the **Adventure Park (1160)** included the following:

- All winter seasonal jobs were posted and staff continues to recruit and hire for the upcoming winter season.
- The bike park and the skatepark remain open at this time, and both continue to attract numerous participants. The landscaping and the pathways around the skatepark are complete; the tops on the baskets/benches in the skatepark will be finished in October.
- Rentals included the following:
  - The Day Lodge was rented for seven private events
  - Meadow Creek Park was rented for one private rental
  - Walter Byron Park was rented for five private rentals
  - The Nordic Center transitioned from summer Fun Club operations to winter Nordic operations.
  - The ballfield was used by Summit Youth Baseball and Softball (SYBS) for 15 practices and three games; the multi-purpose field was used by Team Summit for dry land practices.
  - Other events taking place during the month of September at the PRA included:
    - 9/12: Summit Chamber Mixer/Presentation
    - 9/17: SMS Pride disc golf and pizza
    - 9/18: HC3 Climate Action Change Talk
    - 9/21: Summit County Preschool Comedy Night
    - 9/26: FDRD end of season volunteer celebration
    - 9/29: Summit Youth Orchestra Practice
  - Service is complete on the snowmaking compressor and the PRA truck; service started on all snowcats; repair on the toolcat is in progress.
  - Staff transitioned from recyclable plastic cups to stemless wine glasses for events.

- Revenues continue to track well at 69% of budget, with our biggest month of December still to come; expenses are also tracking well at 61% of budget.

**Table 1: Frisco Adventure Park Figures (1160)**

	September 2019	September 2018	September 2017
Revenue – 1160	\$2,571	\$5,869	\$6,106
Expenses – 1160	\$ 51,955	\$62,710	\$58,774

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1160	\$1,341,202	\$ 1,948,500	\$1,378,475	\$1,295,944
Expenses – 1160	\$794,994	\$ 1,307,679	\$800,634	\$834,139

September highlights for **Nordic and trails (1170)** included the following:

- Trail work included the following:
  - Completed “Perimeter Connector”, closed and restored old trail route
  - Continued winter buck and rail snow fence construction on Frisco Bay, Scenic Loop
- Staff has interviewed and started to hire Nordic instructors and guest service staff for the winter season.
- Nordic season passes went on sale for the 2019/2020 season!
- Revenues are tracking well at 87% of budget at this time, and significantly ahead of 2018 year to date revenues; expenses are also tracking well at 45% of budget.

**Table 2: Frisco Nordic Center and Trails Figures (1170)**

	September 2019	September 2018	September 2017
Revenue – 1170	\$4,540	\$11,768	\$3,995
Expenses – 1170	\$13,440	\$11,865	\$3,265

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1170	\$301,729	\$345,600	\$212,348	\$199,412
Expenses – 1170	\$223,235	\$500,899	\$148,992	\$121,841

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

- Staff continues to work on closing out all Phase 1 construction projects at the marina. The last remaining project is the installation of the manual dry standpipe for the docks. The project was put out to bid and the Town received two drastically different bids for the project. The RFP was reissued with the hopes of receiving more qualified bids. The Town received one bid from JCI that was a complete package and at a price that fit the budget. This contract will be on the 10/22 Council consent agenda.
- Work continues at this time with Matthew Stais Architects and the planning of Phase 2 of the marina master plan. Mr. Stais coordinated a food and beverage discussion to further analyze the future of such amenities and services at the marina.
- The Fall Local's Party was held at the Marina on September 15<sup>th</sup>.
- The rental fleet went on sale to the public, and staff sold one canoe, five single kayaks and one kids kayak. The runabout power boats are also on sale at this time.
- The temporary dock was moved to the winter location, aka "Dock Island"
- Added new weather radar system to awning of fuel dock - the new system shows wind speed and highest gusts, inside and outside temperatures, dew fall, weather.
- Jason Davis, Malik Hooper, and Noah Bauer transferred from summer seasonal positions to full time year round or 10-month positions within the Town of Frisco. Jason is working as the CDD Admin Assistant and Malik and Noah are working in 10-month positions at both the marina and adventure park.



- The service and operations departments continue to work on hauling, winterizing and shrink-wrapping boats.
- Through September, revenue has exceeded budgeted revenue targets for the year and is at 109% of budget. The boat rental business continues to be exceptionally busy. Expenses are also tracking well at 85% of budget at this time.

**Table 3: Frisco Marina Figures (9000)**

	September 2019	September 2018	September 2017
Revenue – 9000	\$146,224	\$557,392*	\$146,541
Expenses – 9000	\$160,208	\$175,054	\$132,768

\* \$466,057 of this amount is from the water agreement settlement

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 9000	\$1,528,849*	\$1,370,000**	\$1,949,360	\$1,515,450
Expenses – 9000	\$4,617,655^	\$5,438,064	\$1,187,171	\$829,314

\* YTD Actual 2019 is \$6,935,005, which includes the marina bond proceeds of \$5,406,156. The marina bond proceeds value is removed from this table for year-to-date and year-over-year comparisons.

\*\* Actual 2019 budget is \$6,370,000, which accounts for the \$5M loan proceeds. The \$5M loan proceeds are extracted from this table for year-to-date and year-over-year comparisons.

^ Expenses are higher in 2019 due to the capital improvement projects. 2019 budget for capital improvement projects is \$3,996,700.

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

- Visitor attendance totaled 3,859 people (compared to 4,380 in 2018), with an average of 154 people/day. *Please note that these attendance numbers are based on a click system and therefore do not always accurately reflect all visitors to the museum and park.*
  - Summer (June-Aug): 17,876 total guests
    - 15,971 guests during normal business hours, 245 children and chaperones on field trips, 1,006 attendees at the Lunchtime Lecture series, 600 attendees for Night at the Museum and Founder’s Day, and 54 participants in historic tours.
  - YTD (Jan-Sept): 30,974 total guests
- Museum programs included the following:
  - Staff hosted one school visit with 40 students

- Record attendance on the Historic Tours with 97 guests. The Frisco Town Tour had 75 people and the Masontown Historic Hiking Tour had 22 people with a wait list of 18 people.
- Ongoing Museum projects include the following:
  - New part-time employee, Carol Bosserman, started
  - Interviewing for full-time Museum Coordinator position to replace Caroline Hughes.
  - Roll-out of new Building Sponsorship Program effective 2020 with enhanced benefits and additional participation requirements. Three buildings are in need of sponsors- Bailey House, Trapper's Cabin, and the Frank & Annie Ruth House.
  - The new stuffed beaver arrived at the schoolhouse and is currently on display!
- Revenue is tracking exceptionally well at this time at 100% of budgeted revenue for the year! Expenses are also tracking well at 60% of budget.



**Table 4: Frisco Historic Park and Museum Figures (1125)**

	September 2019	September 2018	September 2017
Attendance	3,859	4,380	3,355

	September 2019	September 2018	September 2017
Revenue – 1125	\$1,967	\$1,500	\$1,766
Expenses – 1125	\$18,311	\$24,436	\$22,329

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1125	\$17,590	\$17,500	\$18,022	\$16,537
Expenses – 1125	\$195,608	\$323,539	\$187,275	\$196,743

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

- At the request of the school district and local parents, staff added an afterschool skateboarding program to the mix in September. The program immediately filled up – staff transported kids from Frisco Elementary School, 2 days/week, to the Frisco Skatepark for the after school program.

- Sara Skinner, Programs Coordinator, attended the National Recreation and Parks Association (NRPA) annual conference in Baltimore. She came back from the conference with some new programming ideas, insights on social equity and some new adult programming ideas.
- Linsey Joyce, Programs Manager, is the Project Manager for the Comprehensive Vision and Project Implementation Plan for the PRA and has been working closely with Lose Design, the consulting firm hired for the project. Lose Design spent two days in Frisco doing their 'fact finding' and sitting in on 11 hours of interviews with TOF staff and community members.
- Year to date revenue is tracking well at this time at 105% of budget, and comparable to 2018 figures. Expenses are tracking well at 75% of budget.

**Table 5: Programs and Events Figures (1150)**

	September 2019	September 2018	September 2017
After School Skateboarding	92	n/a	n/a

	September 2019	September 2018	September 2017
Revenue – 1150	\$2,670	\$12,537	\$1,620
Expenses – 1150	\$25,509	\$25,405	\$24,073

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1150	\$300,704	\$286,500	\$265,316	\$276,370
Expenses – 1150	\$321,628	\$426,578	\$325,555	\$325,228

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

- October 19: Bill's Ranch Tour
- October 25: Nightmare at the Museum. Partnership with Summit County Office of the Coroner. New feature this year will be a séance. Posters roll out at beginning of October.
- October 25-28: Summit School District Fall Break – Winter Fun Club
- October 27-30: Museum Closed for Maintenance
- October 31: Trick or Treat Street- Opportunities for local businesses to hand out candy at each historic building.
- November 9: Girls on the Run (GOTR) 5k
- November 28: Thanksgiving – Turkey Day 5k, Anticipated Opening Nordic and Tubing

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

Mayor Pro-Tem Mortensen called the meeting to order at 7:00 p.m. Town Clerk Deborah Wohlmuth called the roll.

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

**Absent:** Gary Wilkinson

**Public Comment:**

There was no public comment.

**Council Comment:**

Council member Shaner reminded the audience that this is Fire Prevention Week.

Mayor Pro-Tem Mortensen discussed the positive engagement at the Net Zero Climate Conference.

Council member Ihnken congratulated Town Manager Kerry on her wedding.

Manager Kerry indicated that the standpipe contract and executive session items will be tabled to the October 22<sup>nd</sup> meeting.

**Consent Agenda:**

- Minutes September 24, 2019 Meeting
- Warrant List
- Purchasing Cards
- Manual Dry Standpipe Installation - Contract with Johnson Controls

**MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE THE CONSENT AGENDA WITH REMOVAL OF THE STANDPIPE CONTRACT. SECOND, COUNCIL MEMBER FALLON. VOTE:**

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

**New Business:**

Agenda Item #1: Resolution 19-32, Adopting the Neighborhood Parks Master Plan STAFF: SUSAN LEE 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

Community Planner Susan Lee stated that approval of Resolution 19-32, is the final step in the formal adoption of the final concept plans for Meadow Creek, Walter Byron, Old Town Hall, and Pioneer Parks. Additionally, the development of these plans was supported by a comprehensive community outreach process that included open houses, online surveys, and public work sessions with Town Council on design development. Mayor Pro-Tem Mortensen opened the public hearing at 7:03 p.m. There being no public comment, Mayor Pro-Tem Mortensen closed the public hearing at 7:06 p.m.

**MOTION: COUNCIL MEMBER SHERBURNE MOVED TO APPROVE RESOLUTION 19-32, ADOPTING THE NEIGHBORHOOD PARKS MASTER PLAN. SECOND, COUNCIL MEMBER BURLEY. VOTE:**

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

Agenda Item #2: First Reading, Ordinance 19-19, an Ordinance Levying General Property Taxes for the Year 2019 to Help Defray the Cost of Government for the Town of Frisco, Colorado for the 2020 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet indicated that this ordinance allows the Town to levy general property taxes for the year 2019 to help defray the cost of government for the Town of Frisco for the 2020 budget year. Pursuant to Section 39-1-111.5, C.R.S., if a local government needs property tax to balance its proposed budget, the Town Council, through an official action, must set and certify a mill levy by ordinance or resolution. It must then certify the mill levy to the Board of County Commissioners. The mill levy has to be certified to the BOCC by December 15. Mayor Pro-Tem Mortensen opened the public hearing at 7:21 p.m. There being no public comment, Mayor Pro-Tem Mortensen closed the public hearing at 7:22 p.m.

**MOTION: COUNCIL MEMBER IHNKEN MOVED TO APPROVE THE FIRST READING OF ORDINANCE 19-19, AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2018 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FRISCO, COLORADO FOR THE 2020 BUDGET YEAR. SECOND, COUNCIL MEMBER SHANER. VOTE:**

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

Agenda Item #3: First Reading, Ordinance 19-20, Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purposes as Set Forth Below for the Town of Frisco, Colorado for the 2020 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC

HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet indicated that this ordinance appropriates sums of money to various funds and spending agencies. An appropriation is the legal spending limit authorizing the expenditures set forth in the budget by the governing board. The Town Council through an official action must enact the appropriation, by ordinance or resolution. The budget is merely a fiscal plan for the coming year, while the appropriation is the legal authority to spend the money. Mayor Pro-Tem proposed that an additional \$100,000 from the capital reserve to the environmental strategies line item. Mayor Pro-Tem Mortensen opened the public hearing at 7:24 p.m. There being no public comment, Mayor Pro-Tem Mortensen closed the public hearing at 7:25 p.m.

**MOTION: COUNCIL MEMBER FALLON MOVED TO APPROVE THE FIRST READING OF ORDINANCE 19-20, APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSES AS SET FORTH BELOW FOR THE TOWN OF FRISCO, COLORADO FOR THE 2020 BUDGET YEAR WITH THE ADDITIONAL AMENDMENT TO APP. SECOND, COUNCIL MEMBER BURLEY. VOTE:**

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

Agenda Item #4: Resolution 19-33, Adopting Zero Waste Special Event Strategy for the Town of Frisco STAFF: VANESSA AGEE 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

Marketing Director Vanessa Agee indicated that Resolution 19-33, adopts an expanded Zero Waste strategy at Town of Frisco and 3<sup>rd</sup> party special events. The Town has applied Zero Waste efforts at the Colorado BBQ Challenge, resulting in a diversion rate of between 40% and 47%. Council directed staff to continue this effort at the BBQ Challenge and to make Fall Fest and July 4<sup>th</sup> a priority in Zero Waste efforts. Zero Waste goals at Fall Fest and July 4<sup>th</sup> would be achieved by hiring 3<sup>rd</sup> party contractors who specialize in waste diversion efforts. Additionally, staff is re-writing the waste management section of the 3<sup>rd</sup> party special event permit application (SEPA) to support the Town's Zero Waste strategies with questions that express the need to go beyond traditional waste management and plan for Zero Waste efforts throughout the event planning process. Mayor Pro-Tem Mortensen opened the public hearing at 7:30 p.m. There being no public comment, Mayor Pro-Tem Mortensen closed the public hearing at 7:31 p.m.

**MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE RESOLUTION 19-33, ADOPTING ZERO WASTE SPECIAL EVENT STRATEGY FOR THE TOWN OF FRISCO. SECOND, COUNCIL MEMBER FALLON. VOTE:**

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

**Old Business:**

Agenda Item #5: Second Reading, Ordinance 19-18, an Ordinance Granting Easements to the Colorado Department of Transportation in Connection with the Improvement of State Highway 9  
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

Interim CDD Director Bill Gibson stated that the Colorado Department of Transportation (CDOT) is requesting easements from the Town of Frisco to facilitate construction of the "Gap Project" improvements to State Highway 9. The request involves donating one (1) permanent easement for the purposes of roadway construction and maintenance, specifically to accommodate the installation and future maintenance of a storm water drainage culvert. This easement is located on Frisco Peninsula Recreation Area (PRA) property adjacent to the highway between Peninsula Road and the Water Dance Subdivision. For additional details, please refer to the attached Ordinance 19-18. The second element of this request involves donating six (6) temporary easements for the purposes of roadway construction and bike path improvements. These easements affect various Town of Frisco owned properties located adjacent Highway 9. For additional details, please refer to the attached letter from CDOT dated August 8, 2019 and the accompanying Memorandum of Agreement. CDOT is requesting that the Town consider declining compensation and instead donate the value of these easements to CDOT. Mayor Pro-Tem Mortensen opened the public hearing at 7:31 p.m. There being no public comment, Mayor Pro-Tem Mortensen closed the public hearing at 7:32 p.m.

**MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE THE SECOND READING, ORDINANCE 19-18, AN ORDINANCE GRANTING EASEMENTS TO THE COLORADO DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE IMPROVEMENT OF STATE HIGHWAY 9. SECOND, COUNCIL MEMBER SHERBURNE. VOTE:**

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

**Adjourn:**

There being no further business, the meeting adjourned at 7:33 p.m.

Respectfully Submitted,

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Deborah Wohlmuth, CMC  
Town Clerk



MEMORANDUM

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P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: TOM HOGEMAN, MARINA GENERAL MANAGER**  
**RE: MANUAL DRY STANDPIPE INSTALLATION – CONTRACT WITH JOHNSON CONTROLS**  
**DATE: OCTOBER 22, 2019**

**Summary and Background:** The Frisco Town Council adopted the Marina Master Plan by Resolution 18-11 on June 26, 2018. The master plan includes the lengthening and reconfiguring of the current walkway. The walkways were installed by Meeco Sullivan and were completed in late June, 2019. Review by the Summit Fire & EMS Fire Marshal, Mr. Kim McDonald, at that time highlighted the need for a dry standpipe fire suppression system for the new walkway and fuel dock.

The Town contracted with FP2 Fire out of Golden, CO, to design the standpipe. Design was completed on July 1, 2019. Temporary approval to use the docks was granted by Mr. McDonald that same day provided staff continued to move forward with standpipe install.

The Town issued a Requests For Proposals (RFP) for the installation of the standpipe on August 2, 2019, with bids due by August 20, 2019. Two bids were received: one by Arapahoe Fire Protection at \$265,962.00 and the other by Mountain States Fire Protection at \$149,427.00. With both costs being significantly higher than expected, and with such a large discrepancy between the two, the decision was made, with consultation from the designers at FP2 Fire and the Town's contracted engineer, William Linfield, to cancel the RFP and issue a new one.

The new RFP was issued on September 6, 2019, with all bids due on September 24, 2019. One bid was received by Johnson Controls Fire Protection for \$99,773.00.

**Analysis:** Review of this proposal was carried out by FP2 Fire and Mr. Linfield based on responsiveness, schedule, technical approach and understanding, reputation and other criteria. After review, FP2, Mr. Linfield, and staff recommend awarding the contract to Johnson Controls.

**Financial Impact:** Entering into a construction agreement with Johnson Controls will result in a total cost of \$99,773.00, which has been accounted for in the Marina Fund, Capital Projects (90-9000-4444). Without the installation of this standpipe, and approval from the Fire Marshall after testing, the docks could be off limits for use in the summer of 2020 and beyond.

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

therefore, a high priority for the Town Council to maintain, sustain, and protect for future generations.

**Staff Recommendation:** Staff recommends the Town Council approve the contract with Johnson Controls for the manual dry standpipe installation at the Frisco Bay Marina at a cost not to exceed \$99,773.00.

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

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

## CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is made and entered into this 22<sup>nd</sup> day of October, 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 Johnson Controls, Inc., an independent contractor ("Contractor") (collectively the "Parties").

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

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

The installation of a manual dry standpipe on the permanent sections of the marina dock at the Frisco Bay Marina - The Project is described and/or depicted with particularity in the "Scope of Work" attached hereto as Exhibit B (including all referenced attachments,) which Exhibit is incorporated herein by this reference.

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

2. Commencement and Completion of Work. Contractor shall commence the Project within ten (10) days of date of the Notice to Proceed. Substantial Completion of the Project shall be accomplished by December 21, 2019, unless the period for completion is extended otherwise in accordance with the Contract Documents. Final Completion of the Project shall be accomplished by June 1, 2020, or as soon as the final testing can be completed based on temperatures being above freezing at night for consecutive days.

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 Ninety nine thousand, seven hundred seventy three dollars and zero cents (\$99,773.00) (the "Contract Price"). The Town shall pay Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents. The Town has appropriated funds equal to or in excess of the Contract Price.

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

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

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

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

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

The Town: Town of Frisco  
P.O. Box 4100  
Frisco, CO 80443  
Attn: Addison Canino  
Assistant Public Works Director

Contractor: Johnson Controls  
14200 E Exposition Ave  
Aurora, CO 80012  
Attn: Dan Kyle  
Sprinkler System Sales Representative

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

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

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

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

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



# EXHIBIT A TO CONSTRUCTION AGREEMENT

## GENERAL CONDITIONS

### PART 1. DEFINITIONS

#### 1.01 CONTRACT DOCUMENTS:

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

#### 1.02 CHANGE ORDER:

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

#### 1.03 CONTRACT:

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

#### 1.04 CONTRACT PRICE:

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

#### 1.05 CONTRACT TIME:

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

#### 1.06 DAY:

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

**1.07 FINAL COMPLETION:**

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

**1.08 PROJECT:**

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

**1.09 PROJECT MANAGER:**

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

**1.10 SUBCONTRACTOR:**

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

**1.11 SUBSTANTIAL COMPLETION:**

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

**1.12 TOWN**

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

**1.13 WORK:**

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

**PART 2. TIME**

**2.01 TIME OF THE ESSENCE:**

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

**2.02 FINAL ACCEPTANCE:**

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

**2.03 CHANGES IN THE WORK:**

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

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

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

**2.07 DELAYS:**

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

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

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

**2.08 NO DAMAGES FOR DELAY:**

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

**PART 3. CONTRACTOR'S RESPONSIBILITIES**

**3.01 COMPLETION/SUPERVISION OF WORK:**

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

**3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:**

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

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

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

### **3.03 FURNISHING OF LABOR AND MATERIALS:**

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work. The Frisco Bay Marina shall supply a work boat and a work barge for use, with assistance from marina staff, at no charge.

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 one (1) year from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

## **PART 6. BONDS, INSURANCE AND INDEMNIFICATION**

### **6.01 INDEMNIFICATION:**

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

### **6.02 NOTICE OF CLAIM:**

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

### **6.03 INSURANCE:**

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

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

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

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for

contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

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

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

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

#### **6.04 PERFORMANCE AND PAYMENT BONDS:**

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

#### **7.04 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.

#### **7.05 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.

#### **7.06 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.

#### **7.07 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.

#### **7.08 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.

#### **7.9 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).

## **EXHIBIT B TO CONSTRUCTION AGREEMENT**

### **SCOPE OF WORK**

Install a manual dry standpipe on the permanent sections of the marina dock at the Frisco Bay Marina in Frisco, CO, this year. The scope and design are described in the document titled Manual Dry Standpipe RO. The design and calculation, as provided by FP2FIRE, have been pre-engineered and approved in concept by Summit Fire & EMS. Construction documents will need to be prepared by the successful bidder for submittal to Summit Fire & EMS. Design notes include (per attached drawing set):

- Install Manual Dry Standpipe system per FP2 drawings dated June 28, 2019.
- Install approximately 1,100 running feet of 2"x6" pressure treated wood on edge of dock to apply hangers as shown on drawings.
- Project schedule – Estimated 1 to 2 weeks; Labor escalation is included for this estimated duration. Material escalation is projected for 3 months – Due to volatility of material pricing a reasonable pass through increase shall be determined at time of contract consideration/award.
- All sprinkler systems material and components (i.e. pipe, fittings, sprinkler heads, etc.) are UL Listed and/or FM approved, of foreign or domestic (US) manufacture, “Contractors Choice” per specifications – (Buy American or Buy American Act is not provided), are per the requirements within NFPA 13.
- JCI will maintain, clean-up, and dispose own debris from this project site to provided dumpsters.
- All work is to be performed during standard working hours (M-F 40 hours /week), applicable taxes, permits and our One (1) year standard warranty on workmanship.
- Per Marina General Manager, the use of Frisco Bay Marina’s work boat and floating work platform will be available, with assistance from marina staff, at no charge.

### **Exclusions:**

- All work associated with fire and/or security alarm and detection panels/devices, elevator shunt trips, and wiring of devices.
- Underground/Facility Fire Suppression water service piping.
- Frisco Bay Marina Boat or working platform fees.
- All and any cost of procedures of temporary fire protection, fire watch, cut and patch, painting and restoration of dock, fire extinguishers and/or fire extinguisher cabinets per NFPA 10, painting of pipe.
- Pipe (labels/flow arrows) identification, valve tags/chart (basic signage per NFPA 13 only), pipe sleeves, pre-set hangers, trapeze hangers, clevis hangers, vibration-control (shock absorbing restraints), seismic and/or earthquake bracing (piping restraints), fireproofing repair, and platform scaffolding for combination use of other trades.
- Relocation of existing fire system for other trades and/or coordination.

- Relocation/Protection of existing equipment, furniture and/or products/inventory in the area of work (by others).
- Any and all procedures related to wastewater permitting, special draining procedures, capture, hauling, and testing.
- Integrity of the existing fire protection system piping, fittings, water supply, or associated equipment.
- Upsizing/Relocation of any sprinkler pipe, valves, and FDC manifold.
- CAD Coordination, Design Assist, 3D design with BIM modeling, Revit design, and clash detection.
- Special fire protection systems (i.e. Dry, Pre-Action, Clean Agent, etc.) other than described herein.
- Third party plan review fees, payment & performance bond, overtime, 2<sup>nd</sup> shift, Prevailing Wages (Davis/Bacon), M/WBE participation, OCIP/CCIP participation, liquidated damages.
- Fire extinguishers

**Clarifications and Qualifications:**

- Escalation of labor and materials beyond 60 days from the date of this proposal. Due to the volatility in the steel market, Johnson Controls FP reserves the right to pass through the increase of steel material if there is an increase over 10% from the time of bid to the time material is purchased.
- Additional work due to time delays created by others, Owner directed changes will be priced and reviewed according for payment and incorporation into the project contract.
- Perform general hydraulic calculations based on current NFPA 13 standard as related to occupancy for area / density calculations
- The crew size will be determined by Johnson Controls to not hinder the progress of the construction schedule. A continuous work schedule is to be maintained with standard working hours. Should the schedule be compressed and/or accelerated, from no fault of our own, we will expect to be compensated for all lost time and/or overtime worked.
- Electronic CAD (.dwg AutoCAD Format) files at “No Charge” for JCFP backgrounds, submittal and shop drawings
- Activities are to be completed off furnished floating unobstructed floor area for pipe installation.
- Johnson Controls shall not be responsible for abatement and/or removal and disposal of hazardous materials. Should any hazardous materials be found at any time, we shall immediately stop all work until such hazardous or unsafe condition is rectified and the owner so notifies Johnson Controls in writing that can safely resumed, based on test conducted by a licensed testing organization.
- Work shall be performed using standard trade practices.
- Any Dry standpipe modifications, if modifications and/or replacement parts are needed addition cost will be submitted for payment.

**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\_\_\_\_.

ATTEST:

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

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

PRINCIPAL

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

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: October 22, 2019

Johnson Controls  
14200 E Exposition Ave  
Aurora, CO 80012  
Attn: Dale Kyle, Sprinkler Sales Representative

Re: Frisco Bay Marina Manual Dry Standpipe Installation

Dear Mr. Kyle:

Thank you for submitting a bid for the installation of a manual dry standpipe on the permanent sections of the marina dock at the Frisco Bay Marina.

Your firm has been selected as the successful Bidder, and accordingly, this letter is your Notice of Award for the installation of a manual dry standpipe on the permanent sections of the marina dock at the Frisco Bay Marina project.

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

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

Should you have any questions, please call me at (970) 331-6632.

Sincerely,

---

Addison Canino  
Title: Assistant Public Works Director, Town of Frisco

**NOTICE TO PROCEED**

Date: October 22, 2019

Johnson Controls  
14200 E Exposition Ave  
Aurora, CO 80012  
Attn: Dale Kyle, Sprinkler Sales Representative

Re: Frisco Bay Marina Manual Dry Standpipe Installation

Dear Mr. Kyle:

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 installation of a manual dry standpipe on the permanent sections of the marina dock at the Frisco Bay Marina.

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 68 days from the date of this letter.

Should you have any questions, please call me at (970) 331-6632.

Sincerely,

Addison Canino  
Title: Assistant Public Works Director, Town of Frisco

**COLORADO BID BOND**

BOND NO.  
AMOUNT OF BOND: \$

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_,  
hereinafter called the PRINCIPAL, and \_\_\_\_\_, a corporation  
duly organized under the laws of the State of \_\_\_\_\_, having its principal place  
of business at \_\_\_\_\_ in the State of  
\_\_\_\_\_, and authorized to do business in the State of Colorado, as SURETY, are  
held and firmly bound unto the Town of Frisco, hereinafter called the OBLIGEE, in the sum of  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), for the payment of  
which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly  
and severally, firmly by these presents as follows:

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his Bid for:

(Describe project)

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

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

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

- (A) On the prescribed forms presented to him for signature, enter into a written Formal Contract with the OBLIGEE in accordance with his Bid as accepted, give Performance and Payment Bonds with good and sufficient Surety or Sureties as is required upon the forms prescribed in the Contract Documents, and deliver the certificates of insurance required by the Contract Documents, or
- (B) Pay to the OBLIGEE the said sum of this bond as liquidated damages, and not as a penalty,

THEN, this obligation shall be void and of no effect; otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By:

SURETY

By:

Attorney-In-Fact

# Town of Frisco, CO

## Request for Proposals (RFP)

To install a manual dry standpipe on the permanent sections of the marina dock at the Frisco Bay Marina

### Proposals Due:

Town of Frisco  
Marina Operations  
P.O. Box 4100  
Frisco, CO 80443

### Invitation:

The Town of Frisco is seeking proposals from qualified firms to install a manual dry standpipe on the permanent sections of the marina dock at the Frisco Bay Marina in Frisco, CO. The scope and design are described in the attached drawing set. The design and calculation have been pre-engineered and approved in concept by Summit Fire & EMS (Kim McDonald, Fire Marshall, 970-262-5100, kmcdonald@summitfire.org). Electronic copies of both the design and calculations are provided by FP2FIRE. Construction documents will need to be prepared by the successful bidder for submittal to Summit Fire & EMS. Proposals will be received until **3p.m., local time, September 24, 2019**, at the Frisco Town Hall located at 1 East Main Street, Frisco CO 80443. (Attn: Tom Hogeman, General Manager, Frisco Bay Marina).

### Background:

The Town of Frisco recently implemented two phases of the Frisco Bay Marina Master Plan including the “Big Dig” and Phase 1. The “Big Dig” included the excavation of 85,000 cubic yards of material below the ordinary high-water mark to add depth to navigable areas. Phase 1 site improvements included a three lane boat ramp, hardscapes, and utility upgrades. Completion of the “Big Dig” resulted in the relocation of the docks from the north side of the pier to the south side of the pier. A new 6’ x 100’ aluminum ADA gangway, an 8’ x 474’ walkway, three 8’ x 20’ platforms, a new fuel dock and a new dock A were all purchased from Meeco Sullivan and installed as part of these projects. A manual dry standpipe is required by IFC 3604.2 with hose connections located such that no point on the dock is more than 150’ from a hose connection.

### Project Scope and Description:

The Town of Frisco is seeking proposals from qualified firms to complete the installation of a manual dry standpipe on the permanent sections of the marina dock at the Frisco Bay Marina in Frisco, CO, this year. The scope and design are described in the attached drawing set. The design and calculation, as provided by FP2FIRE, have been pre-engineered and approved in concept by Summit Fire & EMS. Construction documents will need to be prepared by the successful bidder for submittal to Summit Fire & EMS. Design notes include (per attached drawing set):

1. A manual dry standpipe system is required by IFC 3604.2 with hose connections located such that no point on the dock is more than 150' from a hose connection.
2. Hose connections have been spaced on the permanent sections of the dock in compliance with this requirement as well as firefighter operations so that hose connections may be made and the line charged prior to passing by a boat fire.
3. The slips on the pier containing the fuel dock are permanent and the others are relocated seasonally.
4. Hose connections for the removable piers are located on the permanent section to avoid seasonal disassembly/reassembly of the standpipe system. As such, the total distance from the hose connection to the end of the pier is approximately 186 feet at the longest dock.
5. Fire department personnel will need to carry enough hose to reach the end of the pier as part of operations for this location.
6. The system has been designed to flow 300 gpm (2016 NFPA 303 Section 6.3.5) from the most remote hose connection. This requires 300 GPM at 143 psi at the Fire Department Connection.
7. The system has also been calculated to flow 500 gpm (per local FD requirements) from the two most remote hose connections. This requires 500 GPM at 196 psi at the Fire Department Connection.

Installation notes include (per attached drawing set):

1. All design to be per NFPA 14, 303 latest edition, Summit Fire & EMS, and Owner requirements.
2. All material to be U.L. listed for fire protection use.
3. All installation to conform to NFPA 14 and 303 latest editions.
4. All piping and fittings to be externally galvanized.
5. All hanger material to be galvanized.
6. All grooved couplings to be flexible type with flush seal gasket.
7. ½" automatic ball drip to be installed at low points determined during installation.
8. Entire installation to be hydrostatically tested at 200 psi for two hours.
9. No portion of the system is to be removed for any purpose.
10. Yearly flushing is required prior to seasonal service.
11. No devices, systems, or attachments are allowed on piping.
12. Owner is responsible for warning markings on pipe.

**Project Schedule:**

The Town would like to see this project completed by the end of 2019.

RFP available	September 6, 2019
Questions Due, in writing	September 11, 2019
<b>Deadline for RFP Submissions</b>	<b>September 24, 2019, 3:00pm</b>
Interview selected Firms*	September 25-30, 2019
<i>* if the Town determines necessary</i>	
Select Firm, pending Council approval	By October 1, 2019
Contract to Town Council	October 8, 2019

### **Additional Information:**

Additional information concerning this Request for Proposals (RFP) is available from:  
Tom Hogeman  
General Manager  
Frisco Bay Marina  
PO Box 4100  
1 East Main Street  
Frisco, CO 80443  
970.418.0910  
tomh@townoffrisco.com

### **Inquiries:**

Any questions or inquiries should be directed **in writing via Email only** to Tom Hogeman, General Manager, Frisco Bay Marina, by September 11, 2019. Questions must be emailed to Tom at tomh@townoffrisco.com. All questions and responses will be emailed out to all interested parties by September 13, 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.

### **Key contacts for the Project:**

- Tom Hogeman, General Manager, Frisco Bay Marina, 970-668-4334, [tomh@townoffrisco.com](mailto:tomh@townoffrisco.com)
- Martin T. Gresho, PE, FP2FIRE, Inc., [marty@fp2fire.com](mailto:marty@fp2fire.com), 303-642-3547
- Kim McDonald, Fire Marshall, Summit Fire & EMS, [kmcdonald@summitfire.org](mailto:kmcdonald@summitfire.org), 970-262-5100

### **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."

Firms must provide a background on its experience in manual dry standpipe installation.

- A narrative that presents services the firm would provide detailing the approach, methodology, and project meetings to be provided. Be as specific as possible in each of these areas.
- Identification of the personnel to be assigned to this project including a list of key personnel and what equipment you intend to use for the 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. A description of past projects to include client, location, contact person, contact information (telephone/e-mail address) and a brief summary description of the project.

List also any private projects of suitable comparable experience you have including contact information for reference checking.

- Provide the project cost for services in an itemized work format. The project cost for services shall be based on the currently available plans and specifications.

**Proposed Fees:**

The proposal shall include proposed fees the contractor anticipates based on the plans and information presented in this RFP. Fees should be based as much as possible on unit prices where units are noted, or as a lump sum where appropriate. Include bonding costs in fee proposal, as well as any other costs anticipated.

**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) hard copies of the proposal, and one (1) electronic copy no later than **3:00 p.m. on September 24, 2019**. Late Proposals will not be accepted under any circumstance, and any Proposal so received shall be returned to the proposing firm unopened. In addition, Proposals sent solely by electronic devices are not acceptable and will be rejected upon receipt. 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 **“Manual Dry Standpipe Installation - Frisco Bay Marina.”**

Proposals should be presented in a bound notebook form, 8 1/2 by 11-inch paper size, with tabs for various sections. In addition, one electronic form of the proposal shall be submitted on a thumb drive.

**Submittals should be directed to:**

Tom Hogeman  
General Manager, Frisco Bay Marina  
Town of Frisco  
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:**

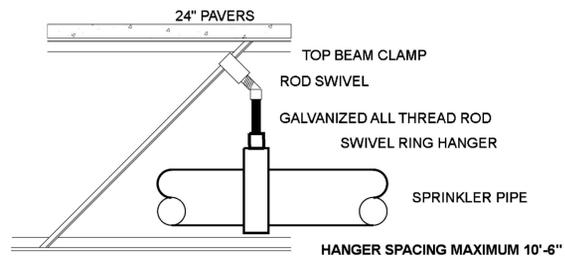
- Enter into a contract with the Town. (These documents and proposal submittals become part of the contract).
- Maintain insurance coverage for the duration of the contract period.
- Prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of 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 contractor 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
- Obtain final approval signoff from Summit Fire & EMS prior to commencing construction

**Selection Criteria:**

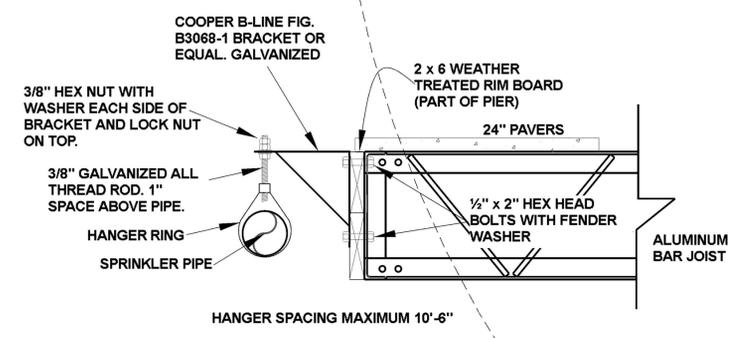
The Town will select the contractor it deems best for this project with consideration to price, experience, proposed project methodology, proposed timeline, references, and other materials presented by the firm.

**Attachments:**

- 1) FRISCO Bay Marina Standpipe RO, prepared by FP2FIRE



**HANGER DETAIL #1**  
NOT TO SCALE



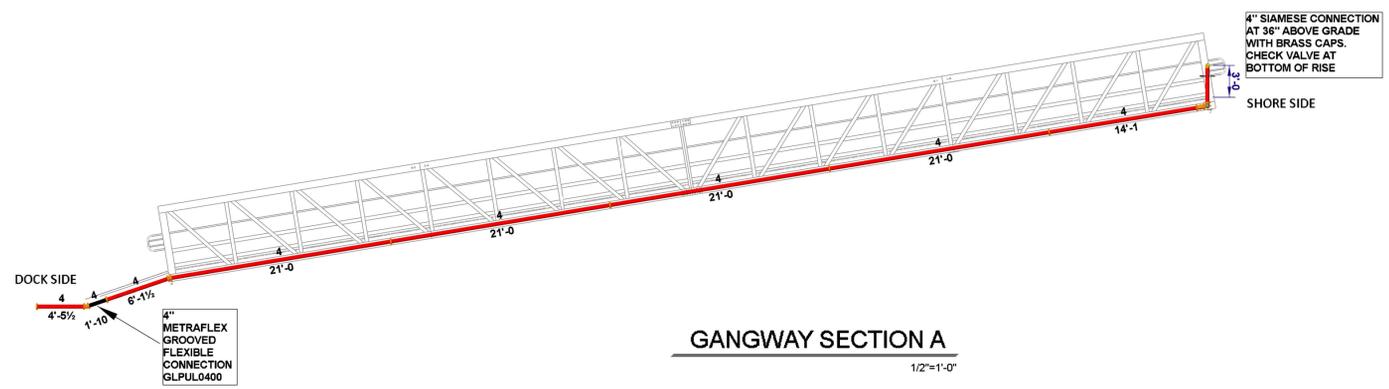
**HANGER DETAIL #2**  
NOT TO SCALE

**Design Notes**

1. A manual dry standpipe system is required by IFC 3604.2 with hose connections located such that no point on the dock is more than 150 ft. from a hose connection.
2. Hose connections have been spaced on the permanent sections of the dock in compliance with this requirement as well as firefighter operations so that hose connections may be made and the line charged prior to passing by a boat fire.
3. The slips on the pier containing the fuel dock are permanent and the others are relocated seasonally.
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7. The system has also been calculated to flow 500 gpm (per local FD requirements) from the two most remote hose connections. This requires 500 GPM at 196 psi at the Fire Department Connection.

**INSTALLATION NOTES**

1. All design to be per NFPA 14, 303 latest edition, Summit Fire & EMS, and Owner requirements.
2. All material to be U.L. listed for fire protection use.
3. All installation to conform to NFPA 14 and 303 latest editions..
4. All piping and fittings to be externally galvanized.
5. All hanger material to be galvanized.
6. All grooved couplings to be flexible type with flush seal gasket.
7. 1/2" automatic ball drip to be installed at low points determined during installation.
8. Entire installation to be hydrostatically tested at 200 psi for two hours.
9. No portion of the system is to be removed for any purpose.
10. Yearly flushing is required prior to seasonal service.
11. No devices, systems, or attachments are allowed on piping.
12. Owner is responsible for warning markings on pipe.

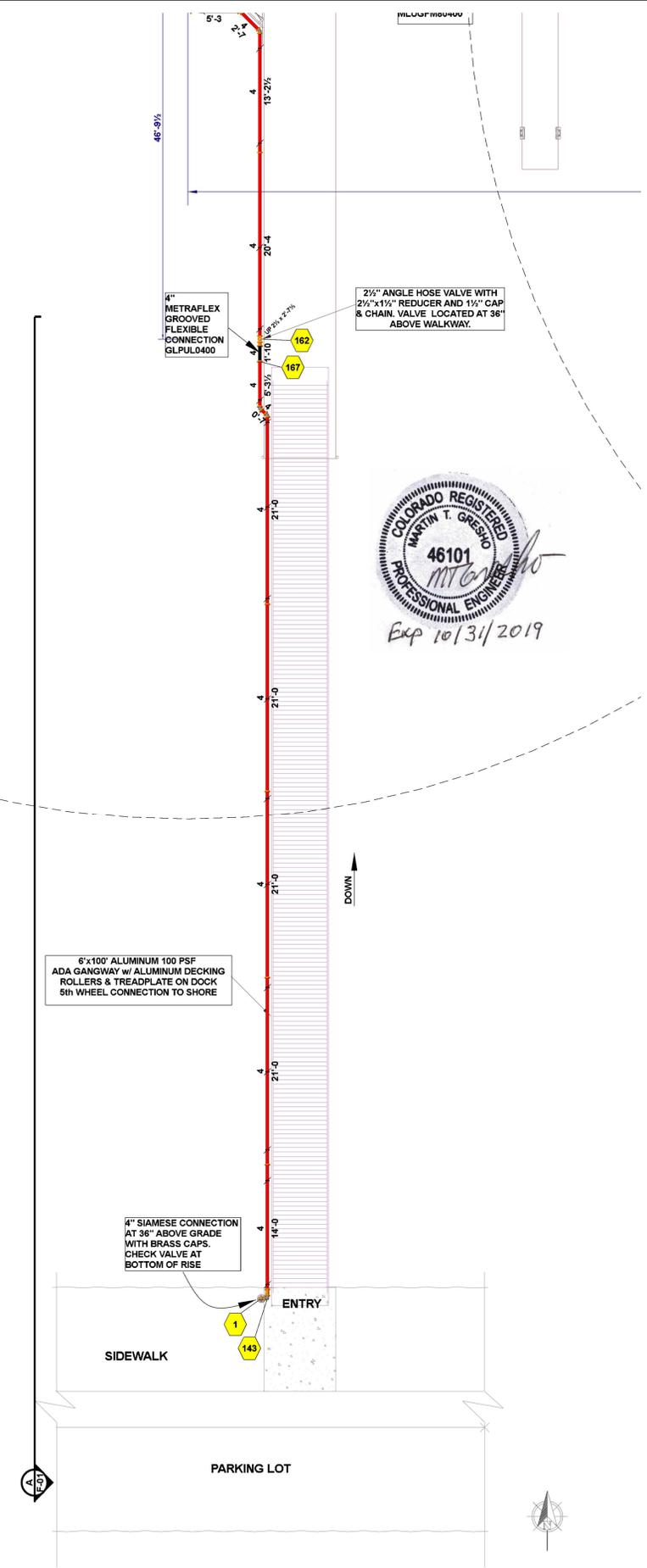


**GANGWAY SECTION A**  
1/2"=1'-0"

**Design Disclaimer**

The information contained herein is the result of a compilation of drawings and information from various sources. FP2 Fire makes no guarantee of the accuracy of information from those sources. It is represented here to facilitate the design as shown on this set of drawings.

The installing contractor is responsible for a complete and functional design and installation set of drawing to obtain permit in every aspect of the project. A site visit for verification of existing conditions is required prior to providing a proposal. FP2 Fire will not be held liable for changes driven by job conditions requiring additional design, permit, coordination, labor, materials, or fabrication costs.



COLORADO REGISTERED  
MARTIN T. GRESHO  
46101  
PROFESSIONAL ENGINEER  
Exp 10/31/2019

**FP2**  
FP2 FIRE, INC.  
303-642-3547  
1140 Indian Peak  
fp2fire.com  
Golden, CO 80403

ENGINEER OF RECORD  
**MARTIN T. GRESHO**  
FP2FIRE  
1140 INDIAN PEAK RD  
GOLDEN, CO 80403  
303-642-3547  
REGISTRATION #46101  
EXPIRES: 10-31-2019

DRAWN BY: AWB  
CHECKED BY: MTG

FRISCO BAY MARINA  
267 MARINA ROAD  
FRISCO, CO 80443

4' 2' 0'  
SCALE: 1/8" = 1'-0"

REVISION NO./DATE	DESCRIPTION OF CHANGES

DATE: JUNE 28, 2019  
SCALE: 1/8" = 1'-0"

**DRY STANDPIPE PLAN GANGWAY**

**FP-01**  
OF 8





303-642-3547 fp2fire.com  
1140 Indian Peak Golden, CO 80403

ENGINEER OF RECORD  
**MARTIN T. GRESHO**  
FP2FIRE  
1140 INDIAN PEAK RD  
GOLDEN, CO 80403  
303-642-3547  
REGISTRATION #46101  
EXPIRES: 10-31-2019

DRAWN BY: AWB  
CHECKED BY: MTG

**FRISCO BAY MARINA**  
267 MARINA ROAD  
FRISCO, CO 80443

OPTIONAL NEW DOCK A  
(4) 30' x 30' SLIPS  
(4) 30' x 40' SLIPS

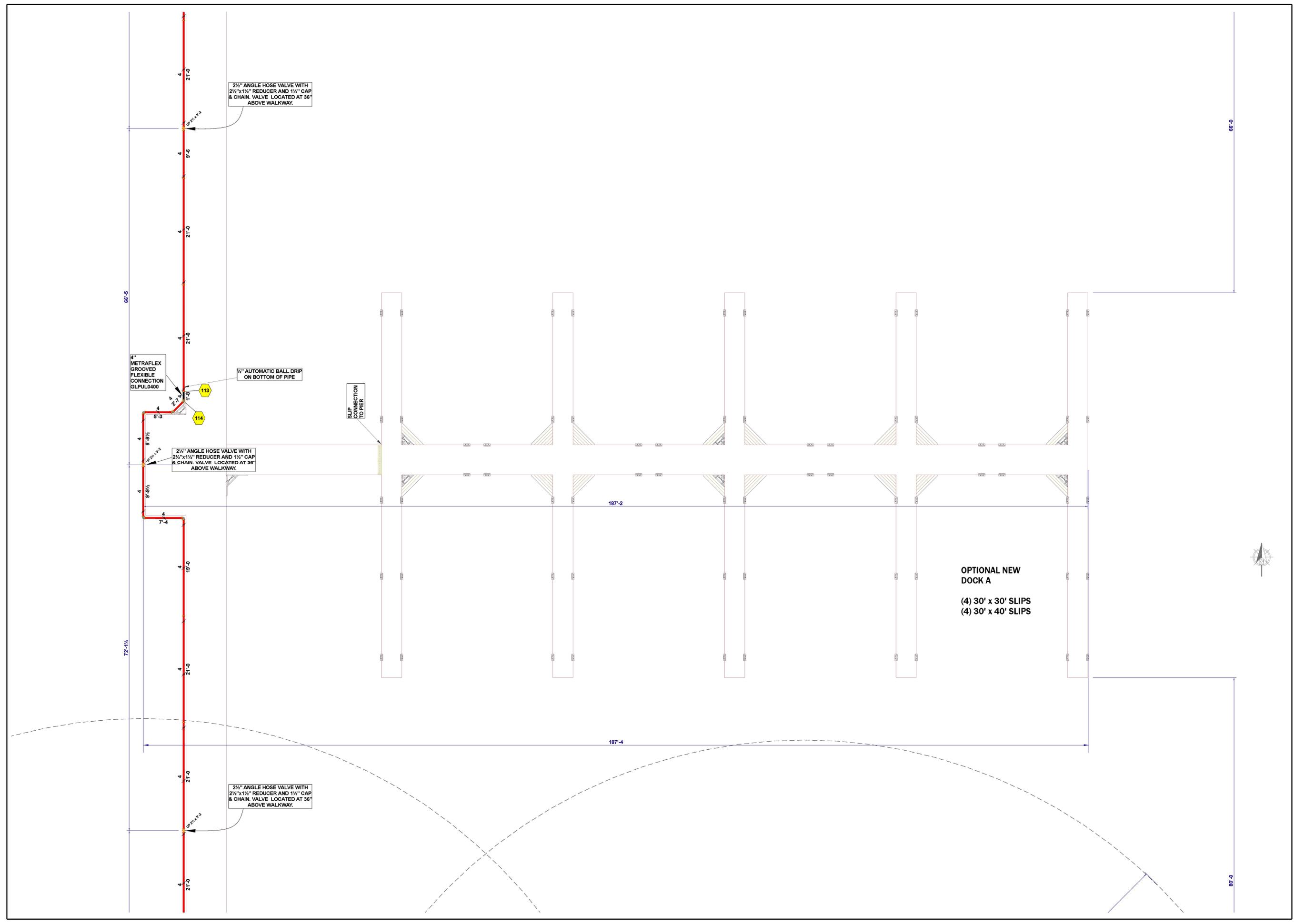
4' 2' 0' 10'  
SCALE: 1/8" = 1'-0"

REVISION NO./DATE	DESCRIPTION OF CHANGES

DATE: JUNE 28, 2019  
SCALE: 1/8" = 1'-0"

**DRY STANDPIPE PLAN DOCK A**

**FP-03**  
OF 8





303-642-3547 fp2fire.com  
1140 Indian Peak Golden, CO 80403

ENGINEER OF RECORD  
**MARTIN T. GRESHO**  
FP2FIRE  
1140 INDIAN PEAK RD  
GOLDEN, CO 80403  
303-642-3547  
REGISTRATION #46101  
EXPIRES: 10-31-2019

DRAWN BY: AWB  
CHECKED BY: MTG

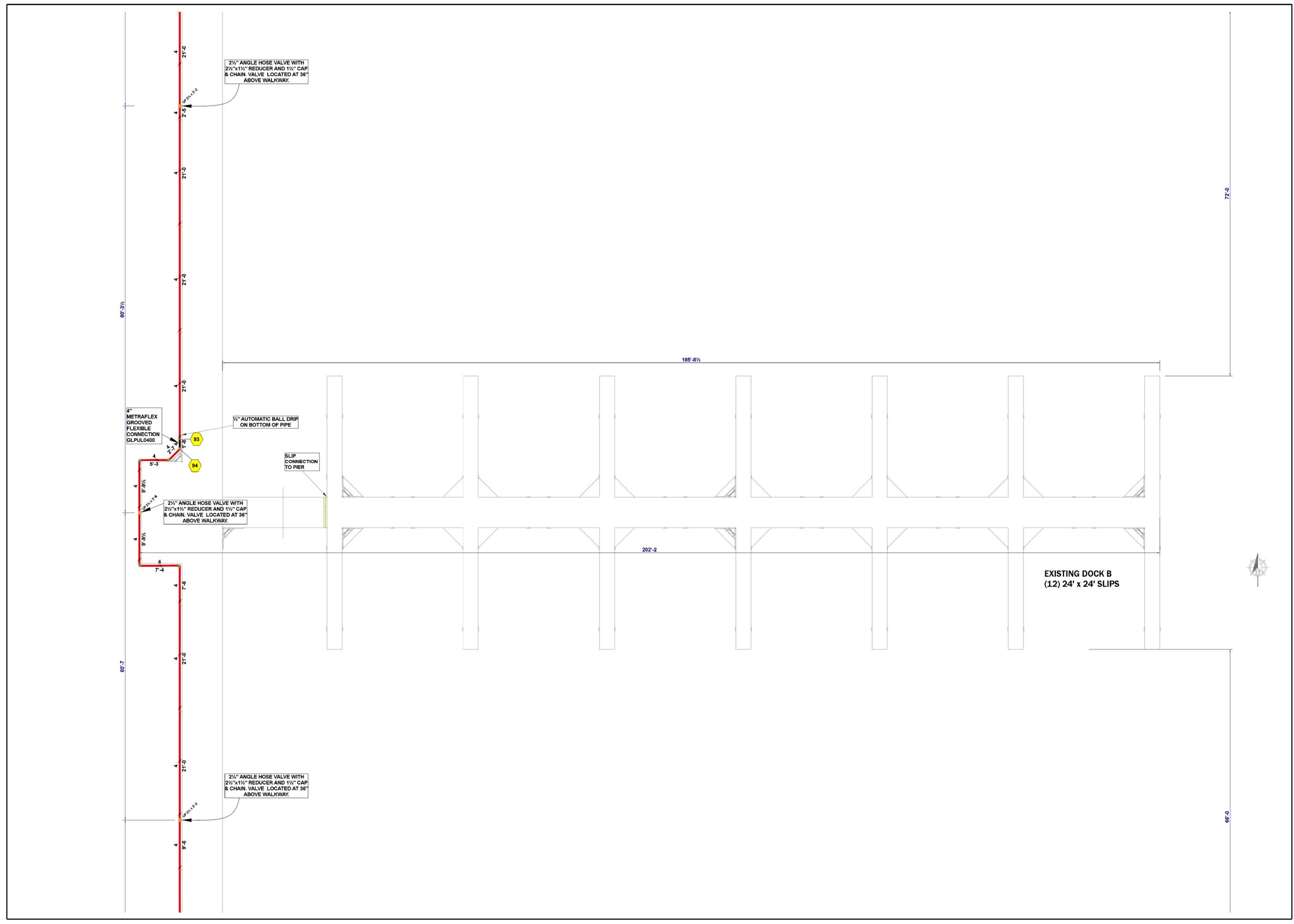
**FRISCO BAY MARINA**  
267 MARINA ROAD  
FRISCO, CO 80443

REVISION NO./DATE	DESCRIPTION OF CHANGES

DATE: JUNE 28, 2019  
SCALE: 1/8" = 1'-0"

**DRY  
STANDPIPE  
PLAN  
DOCK B**

**FP-04**  
OF 8



2 1/2" ANGLE HOSE VALVE WITH  
2 1/2" x 1 1/2" REDUCER AND 1 1/2" CAP  
& CHAIN VALVE LOCATED AT 36"  
ABOVE WALKWAY.

1/2" AUTOMATIC BALL DRIP  
ON BOTTOM OF PIPE

2 1/2" ANGLE HOSE VALVE WITH  
2 1/2" x 1 1/2" REDUCER AND 1 1/2" CAP  
& CHAIN VALVE LOCATED AT 36"  
ABOVE WALKWAY.

2 1/2" ANGLE HOSE VALVE WITH  
2 1/2" x 1 1/2" REDUCER AND 1 1/2" CAP  
& CHAIN VALVE LOCATED AT 36"  
ABOVE WALKWAY.

4" METRAFLEX  
GROOVED  
FLEXIBLE  
CONNECTION  
GLPUL0400

SLIP  
CONNECTION  
TO PIER

EXISTING DOCK B  
(12) 24' x 24' SLIPS



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1140 Indian Peak Golden, CO 80403

ENGINEER OF RECORD  
**MARTIN T. GRESHO**  
FP2FIRE  
1140 INDIAN PEAK RD  
GOLDEN, CO 80403  
303-642-3547  
REGISTRATION #46101  
EXPIRES: 10-31-2019

DRAWN BY: AWB  
CHECKED BY: MTG

**FRISCO BAY MARINA**  
267 MARINA ROAD  
FRISCO, CO 80443

EXISTING DOCK C  
(12) 24' x 24' SLIPS

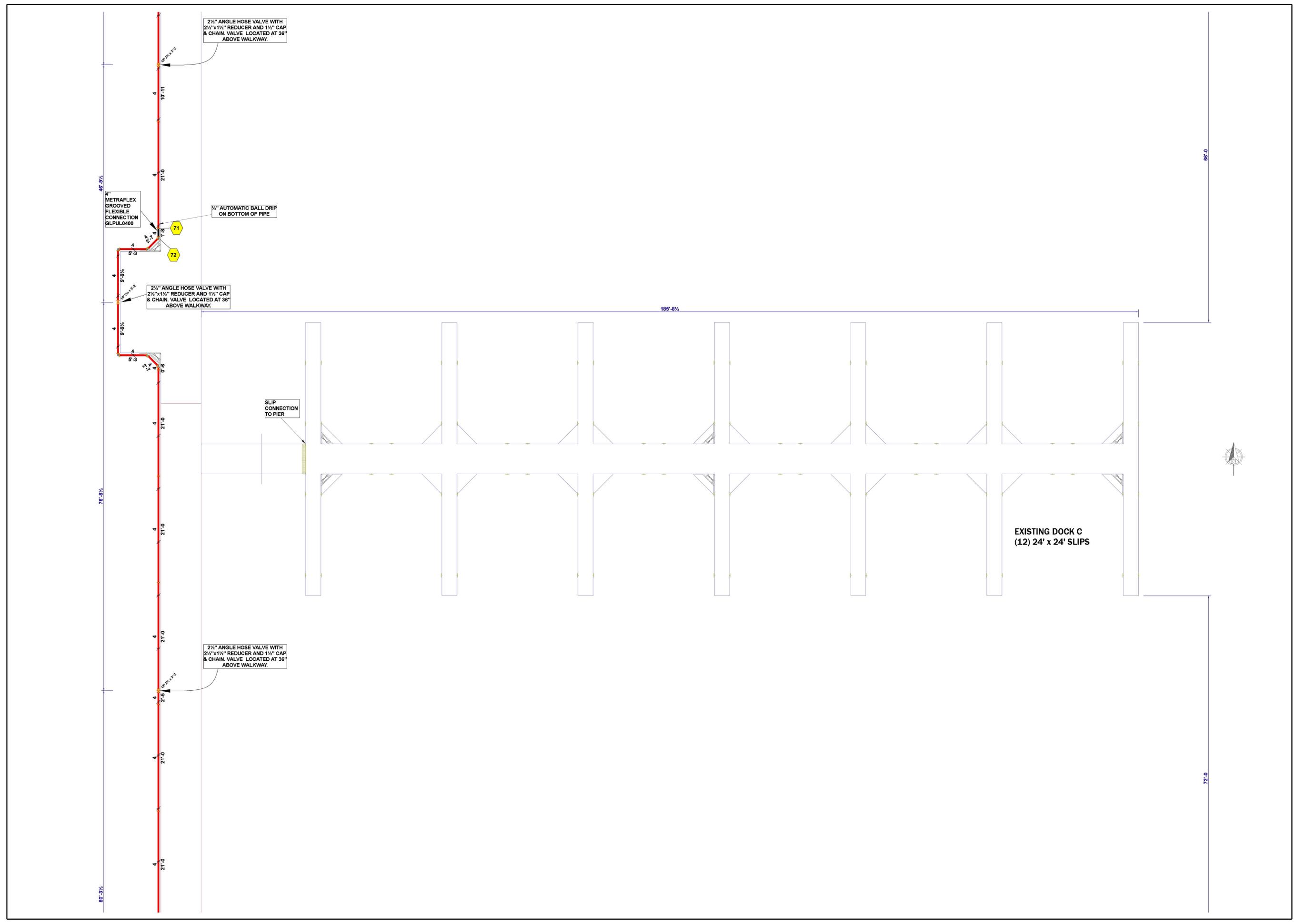
4' 2' 0" 10'  
SCALE: 1/8" = 1'-0"

REVISION NO./DATE	DESCRIPTION OF CHANGES

DATE: JUNE 28, 2019  
SCALE: 1/8" = 1'-0"

**DRY  
STANDPIPE  
PLAN  
DOCK C**

**FP-05**  
OF 8





303-642-3547 fp2fire.com  
 1140 Indian Peak Golden, CO 80403

ENGINEER OF RECORD  
**MARTIN T. GRESHO**  
 FP2FIRE  
 1140 INDIAN PEAK RD  
 GOLDEN, CO 80403  
 303-642-3547  
 REGISTRATION #46101  
 EXPIRES: 10-31-2019

DRAWN BY: AWB  
 CHECKED BY: MTG

**FRISCO BAY MARINA**  
 267 MARINA ROAD  
 FRISCO, CO 80443

EXISTING DOCK D  
 (12) 26' x 30' SLIPS

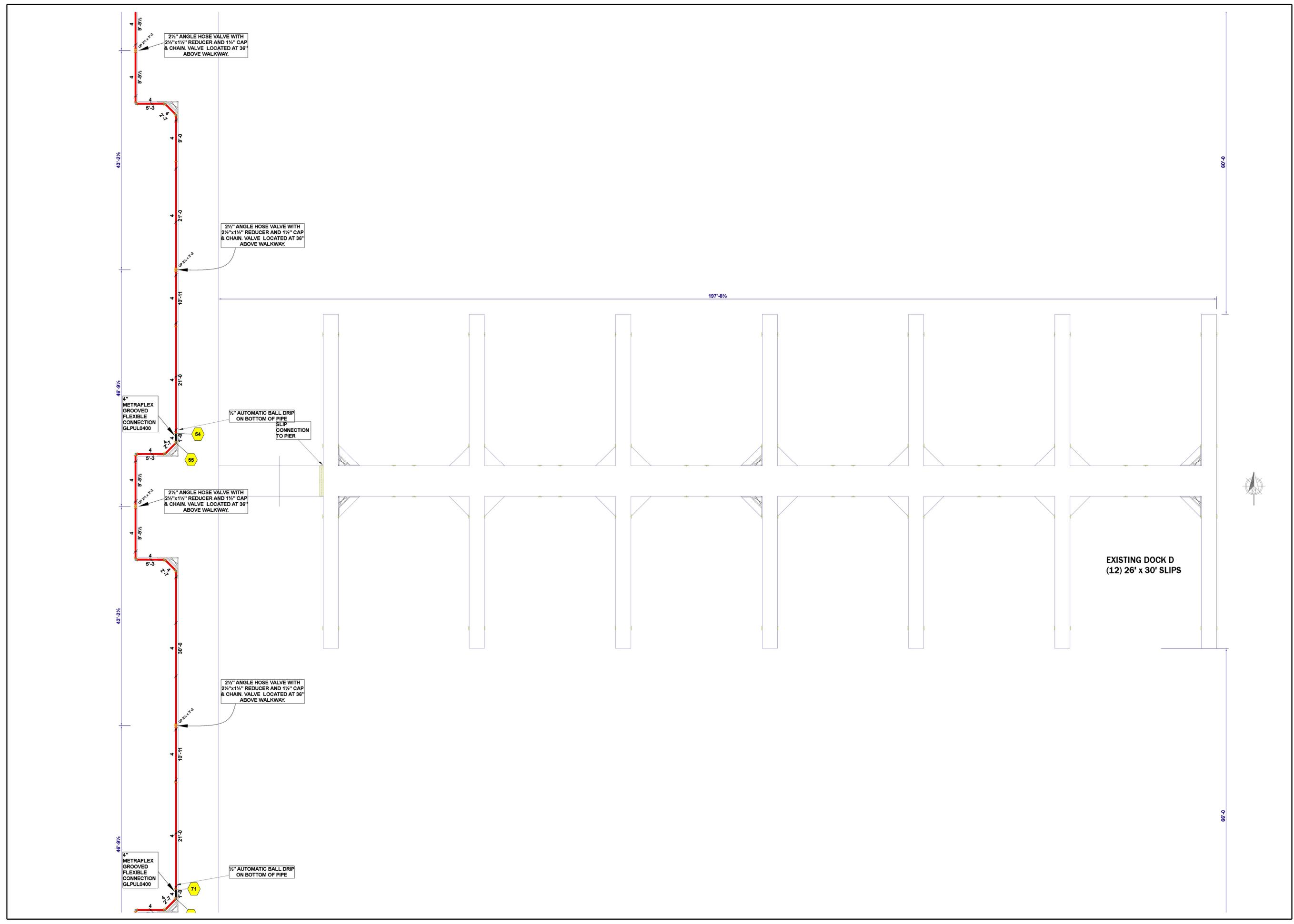
4' 2' 0' 10'  
 SCALE: 1/8" = 1'-0"

REVISION NO./DATE	DESCRIPTION OF CHANGES

DATE: JUNE 28, 2019  
 SCALE: 1/8" = 1'-0"

**DRY  
 STANDPIPE  
 PLAN  
 DOCK D**

**FP-06**  
 OF 8





303-642-3547 fp2fire.com  
1140 Indian Peak Golden, CO 80403

ENGINEER OF RECORD  
**MARTIN T. GRESHO**  
FP2FIRE  
1140 INDIAN PEAK RD  
GOLDEN, CO 80403  
303-642-3547  
REGISTRATION #46101  
EXPIRES: 10-31-2019

DRAWN BY: AWB  
CHECKED BY: MTG

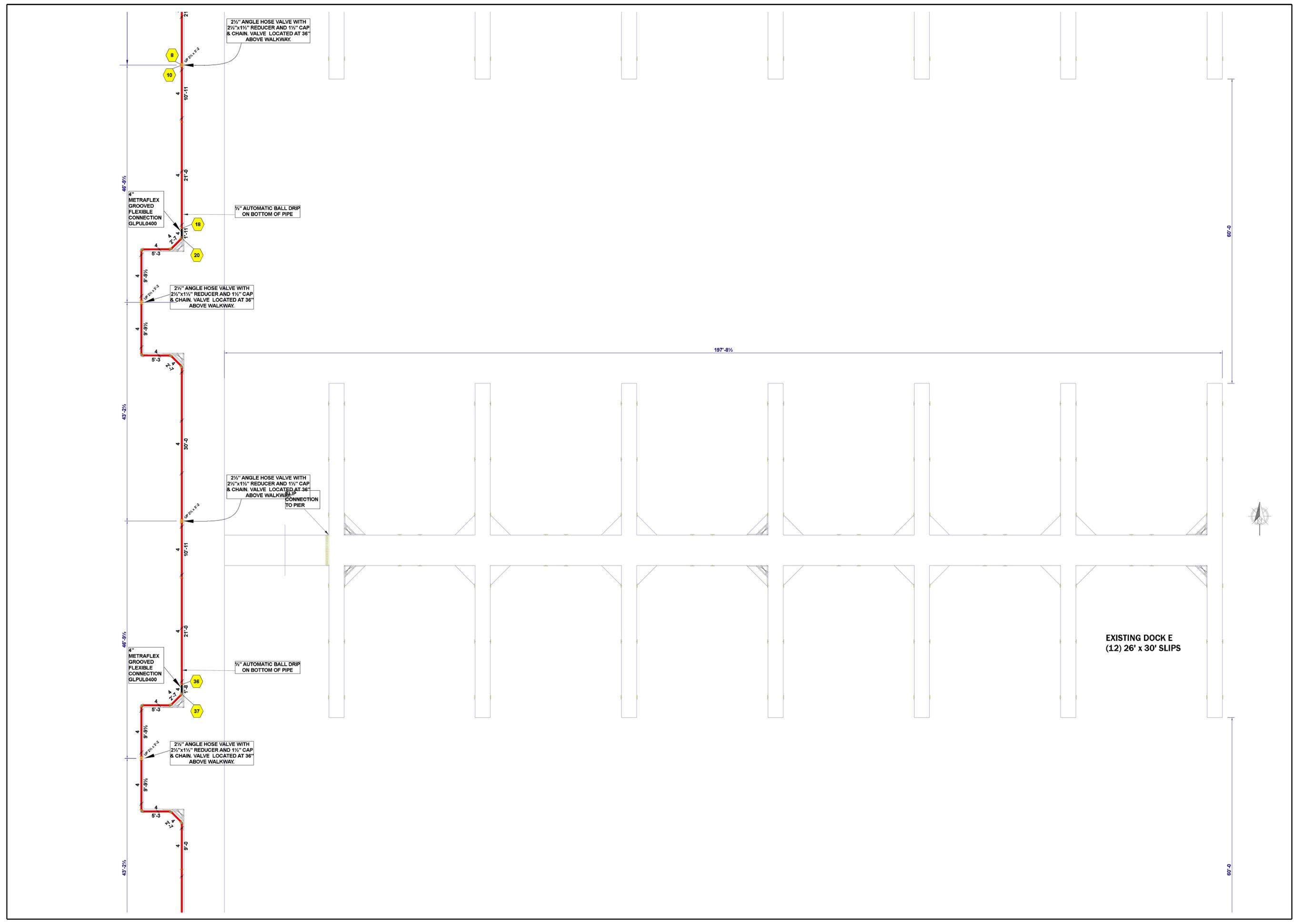
**FRISCO BAY MARINA**  
267 MARINA ROAD  
FRISCO, CO 80443

REVISION NO./DATE	DESCRIPTION OF CHANGES

DATE: JUNE 28, 2019  
SCALE: 1/8" = 1'-0"

**DRY  
STANDPIPE  
PLAN  
DOCK E**

**FP-07**  
OF 8





303-642-3547 fp2fire.com  
1140 Indian Peak Golden, CO 80403

ENGINEER OF RECORD  
**MARTIN T. GRESHO**  
FP2FIRE  
1140 INDIAN PEAK RD  
GOLDEN, CO 80403  
303-642-3547  
REGISTRATION #46101  
EXPIRES: 10-31-2019

DRAWN BY: AWB  
CHECKED BY: MTG

FRISCO BAY MARINA  
267 MARINA ROAD  
FRISCO, CO 80443

4' 2' 0' 10'  
SCALE: 1/8" = 1'-0"

REVISION NO./DATE	DESCRIPTION OF CHANGES

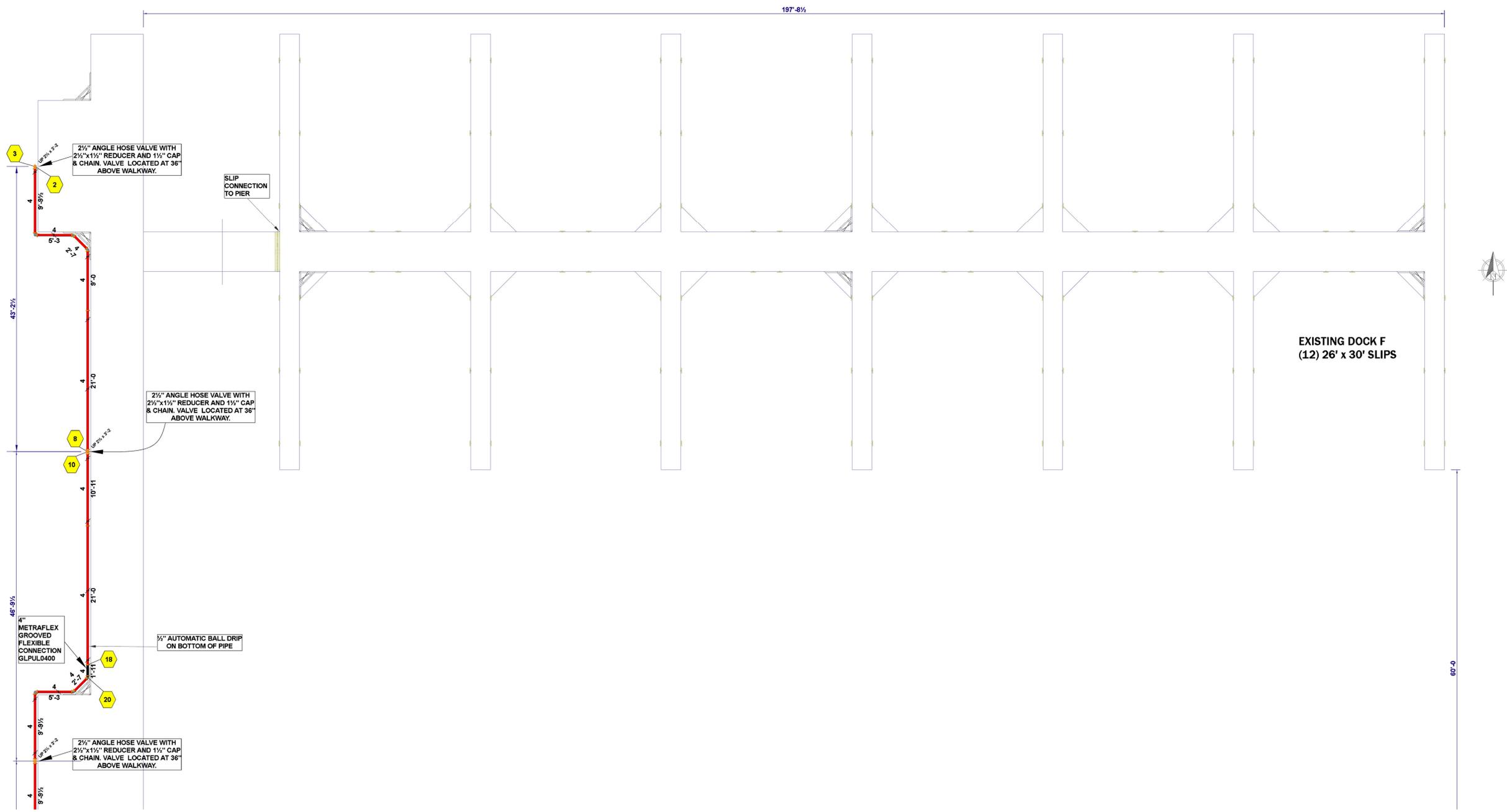
DATE: JUNE 28, 2019  
SCALE: 1/8" = 1'-0"

**DRY  
STANDPIPE  
PLAN  
DOCK F**

**FP-08**  
OF 8

Hydraulic Information	
OCCUPANCY CLASSIFICATION	Manual Wet Standpipe
DESIGN GPM	300 1st STP
DESIGN PSI	100
FDC (gpm)	300
FDC (psi)	143
FIRE DEPT. PSI ASSIST	143
PER NFPA 303	

Hydraulic Information	
OCCUPANCY CLASSIFICATION	Manual Wet Standpipe
DESIGN GPM	250 1st STP + 250 2nd STP
DESIGN PSI	100
FDC (gpm)	500
FDC (psi)	196
FIRE DEPT. PSI ASSIST	196
PER FIRE DEPARTMENT	





# Hydraulic Overview

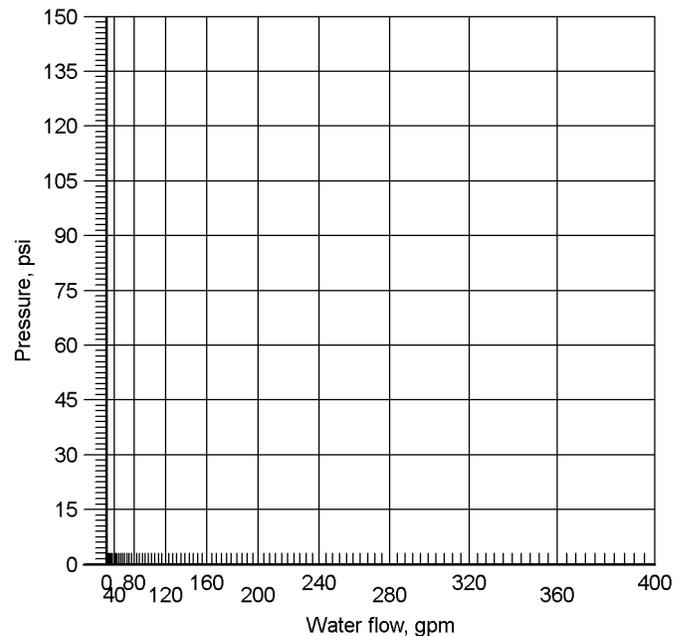
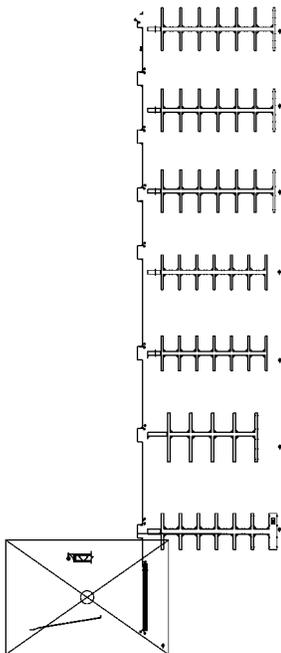
Job Number: 1  
Report Description:

<b>Job</b>	
Job Number 1	Design Engineer AL BRUCH
Job Name: FRISCO BAY MARINA	Phone 720-227-3331
Address 1 267 MARINA ROAD	FAX
Address 2 FRISCO, CO	State Certification/License Number
Address 3	AHJ
	Job Site/Building CALCULATION PER NFPA 303

<b>System</b>	
Density NA	Area of Application NA
Most Demanding Sprinkler Data K-Factor at	Hose Streams 300.00
Coverage Per Sprinkler NA	Number Of Sprinklers Calculated 0
System Pressure Demand 142.521	System Flow Demand 300.00
Total Demand 300.00 @ 142.521	Pressure Result -142.521 (-100.0%)

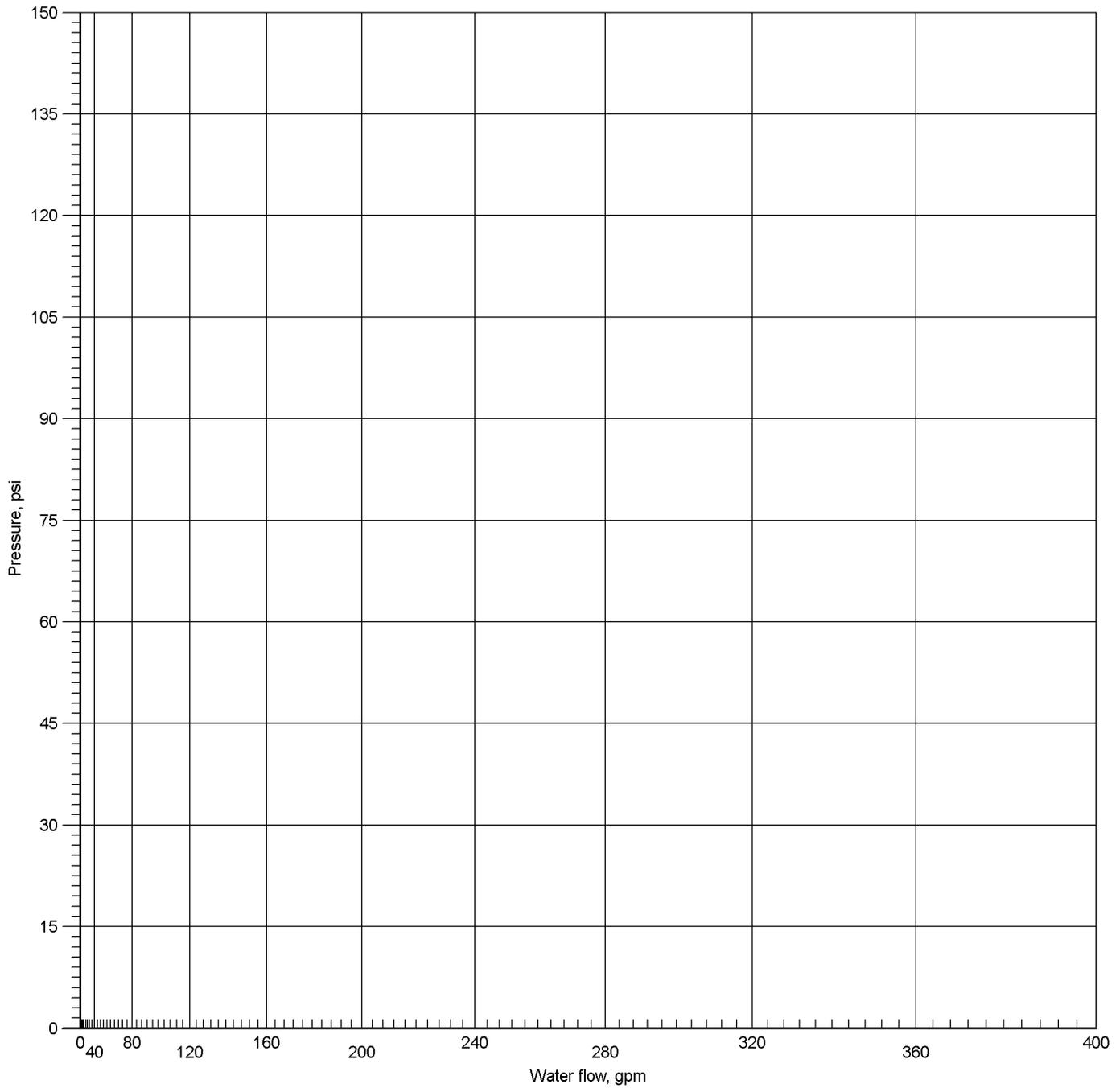
<b>Supplies</b>						<b>Check Point Gauges</b>			
<u>Node</u>	<u>Name</u>	<u>Flow(gpm)</u>	<u>Hose Flow(gpm)</u>	<u>Static(psi)</u>	<u>Residual(psi)</u>	<u>Identifier</u>	<u>Pressure(psi)</u>	<u>K-Factor(K)</u>	<u>Flow(gpm)</u>
1	Water Supply	0.00		0.000	0.000				

FRISCO BAY MARINA Water Supply at Node 1 (0.00, 0.00, 0.000, 0.000)





### Water Supply at Node 1



Hydraulic Graph

Water Supply at Node 1

Static: Pressure

0.000

Residual: Pressure

0.000 @ 0.00

Available Pressure at Time of Test

-0.000 @ 300.00

System Demand

142.521 @ 300.00

System Demand (Including Hose Allowance at Source)

142.521 @ 300.00



# Summary Of Outflowing Devices

Job Number: 1  
Report Description:

Device	Actual Flow (gpm)	Minimum Flow (gpm)	K-Factor (K)	Pressure (psi)		
Hose 2	300.00	300.00	30	100.000		
⇒ Most Demanding Sprinkler Data						



# Node Analysis

Job Number: 1  
Report Description:

Node	Elevation(Foot)	Fittings	Pressure(psi)	Discharge(gpm)
1	22'-8	S, FDC	142.521	300.00
2	3'-6	Hose(-100.000)(31'-0)	100.000	300.00
3	0'-0	fE(6'-9½)	113.983	
8	0'-0	fT(16'-0)	115.868	
18	0'-0		116.825	
20	0'-0	fEE(3'-5)	116.938	
36	0'-0		120.658	
37	0'-0	fEE(3'-5)	120.771	
54	0'-0		124.491	
55	0'-0	fEE(3'-5)	124.604	
71	0'-0		128.324	
72	0'-0	fEE(3'-5)	128.437	
93	0'-0		134.146	
94	0'-0	fEE(3'-5)	134.259	
113	0'-0		139.116	
114	0'-0	fEE(3'-5)	139.229	
131	0'-0		144.768	
132	0'-0	fEE(3'-5)	144.880	
143	18'-10	fE(6'-9½)	143.880	
162	0'-0	fT(16'-0)	147.744	
167	0'-8		147.622	



# Hydraulic Analysis

Job Number: 1  
Report Description:

Pipe Type	Diameter	Flow	Velocity	HWC	Friction Loss	Length	Pressure
Downstream	Elevation	Discharge	K-Factor	Pt	Fittings	Eq. Length	Summary
Upstream				Pn		Total Length	
<b>Route 1</b>							
FR	2.4690	300.00	20.10	120	0.301821	3'-6"	<b>Pf</b> 12.465
2	3'-6"	300.00		100.000	Hose(-100.000)(31'-0")	37'-9½"	<b>Pe</b> 1.517
3	0'-0"			113.983	fE(6'-9½")	41'-3½"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	49'-11"	<b>Pf</b> 1.886
3	0'-0"			113.983		13'-7"	<b>Pe</b> -0.000
8	0'-0"			115.868	fE(6'-9½"), 2fEE(3'-5")	63'-6"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	32'-3"	<b>Pf</b> 0.957
8	0'-0"			115.868			<b>Pe</b> 0.000
18	0'-0"			116.825		32'-3"	<b>Pv</b>
CM	4.2600	300.00	6.75	120	0.021189	1'-11"	<b>Pf</b> 0.113
18	0'-0"			116.825		3'-5"	<b>Pe</b> -0.000
20	0'-0"			116.938	fEE(3'-5")	5'-4"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	101'-6"	<b>Pf</b> 3.720
20	0'-0"			116.938		23'-9½"	<b>Pe</b> 0.000
36	0'-0"			120.658	3fEE(3'-5"), 2fE(6'-9½")	125'-3½"	<b>Pv</b>
CM	4.2600	300.00	6.75	120	0.021189	1'-11"	<b>Pf</b> 0.113
36	0'-0"			120.658		3'-5"	<b>Pe</b> -0.000
37	0'-0"			120.771	fEE(3'-5")	5'-4"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	101'-6"	<b>Pf</b> 3.720
37	0'-0"			120.771		23'-9½"	<b>Pe</b> 0.000
54	0'-0"			124.491	3fEE(3'-5"), 2fE(6'-9½")	125'-3½"	<b>Pv</b>
CM	4.2600	300.00	6.75	120	0.021189	1'-11"	<b>Pf</b> 0.113
54	0'-0"			124.491		3'-5"	<b>Pe</b> -0.000
55	0'-0"			124.604	fEE(3'-5")	5'-4"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	101'-6"	<b>Pf</b> 3.720
55	0'-0"			124.604		23'-9½"	<b>Pe</b> 0.000
71	0'-0"			128.324	3fEE(3'-5"), 2fE(6'-9½")	125'-3½"	<b>Pv</b>
CM	4.2600	300.00	6.75	120	0.021189	1'-11"	<b>Pf</b> 0.113
71	0'-0"			128.324		3'-5"	<b>Pe</b> -0.000
72	0'-0"			128.437	fEE(3'-5")	5'-4"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	168'-6"	<b>Pf</b> 5.709
72	0'-0"			128.437		23'-9½"	<b>Pe</b> -0.000
93	0'-0"			134.146	3fEE(3'-5"), 2fE(6'-9½")	192'-3½"	<b>Pv</b>
CM	4.2600	300.00	6.75	120	0.021189	1'-11"	<b>Pf</b> 0.113
93	0'-0"			134.146		3'-5"	<b>Pe</b> -0.000
94	0'-0"			134.259	fEE(3'-5")	5'-4"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	139'-9½"	<b>Pf</b> 4.857
94	0'-0"			134.259		23'-9½"	<b>Pe</b> 0.000
113	0'-0"			139.116	fEE(3'-5"), 3fE(6'-9½")	163'-7½"	<b>Pv</b>
CM	4.2600	300.00	6.75	120	0.021189	1'-11"	<b>Pf</b> 0.113
113	0'-0"			139.116		3'-5"	<b>Pe</b> -0.000
114	0'-0"			139.229	fEE(3'-5")	5'-4"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	162'-9½"	<b>Pf</b> 5.539
114	0'-0"			139.229		23'-9½"	<b>Pe</b> 0.000
131	0'-0"			144.768	fEE(3'-5"), 3fE(6'-9½")	186'-7"	<b>Pv</b>
CM	4.2600	300.00	6.75	120	0.021189	1'-11"	<b>Pf</b> 0.113
131	0'-0"			144.768		3'-5"	<b>Pe</b> -0.000
132	0'-0"			144.880	fEE(3'-5")	5'-4"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	72'-10"	<b>Pf</b> 2.869
132	0'-0"			144.880		23'-9½"	<b>Pe</b> -0.006
162	0'-0"			147.744	3fEE(3'-5"), 2fE(6'-9½")	96'-7½"	<b>Pv</b>
CM	4.2600	300.00	6.75	120	0.021189	2'-0½"	<b>Pf</b> 0.155
162	0'-0"			147.744		5'-3"	<b>Pe</b> -0.276
167	0'-8"			147.622	Ee2(5'-3")	7'-4"	<b>Pv</b>
CM	4.2600	300.00	6.75	100	0.029688	105'-2½"	<b>Pf</b> 4.141
167	0'-8"			147.622		34'-3"	<b>Pe</b> -7.883
143	18'-10"			143.880	2fEE(3'-5"), CV(20'-8"), fE(6'-9½")	139'-5½"	<b>Pv</b>
CM	4.0260	300.00	7.56	120	0.027899	3'-10"	<b>Pf</b> 0.296
143	18'-10"			143.880		6'-9½"	<b>Pe</b> -1.656
1	22'-8"			142.521	fE(6'-9½"), S, FDC	10'-7½"	<b>Pv</b>

### Equivalent Pipe Lengths of Valves and Fittings (C=120 only)

### C Value Multiplier

$$\left( \frac{\text{Actual Inside Diameter}}{\text{Schedule 40 Steel Pipe Inside Diameter}} \right)^{4.87} = \text{Factor}$$

Value Of C	100	130	140	150
Multiplying Factor	0.713	1.16	1.33	1.51



# Hydraulic Analysis

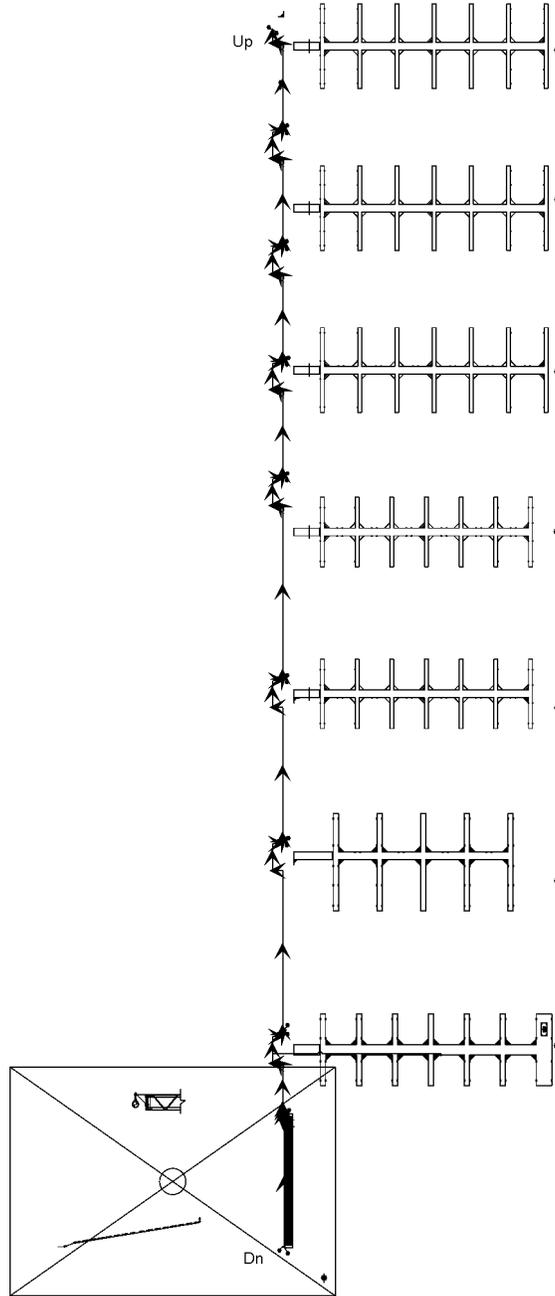
Job Number: 1  
Report Description:

Pipe Type	Diameter	Flow	Velocity	HWC	Friction Loss		Length	Pressure
Downstream	Elevation	Discharge	K-Factor	Pt	Pn	Fittings	Eq. Length	Summary
Upstream							Total Length	

Pipe Type Legend	
AO	Arm-Over
BL	Branch Line
CM	Cross Main
DN	Drain
DR	Drop
DY	Dynamic
FM	Feed Main
FR	Feed Riser
MS	Miscellaneous
OR	Outrigger
RN	Riser Nipple
SP	Sprig
ST	Stand Pipe
UG	Underground

Units Legend	
Diameter	Inch
Elevation	Foot
Flow	gpm
Discharge	gpm
Velocity	fps
Pressure	psi
Length	Foot
Friction Loss	psi/Foot
HWC	Hazen-Williams Constant
Pt	Total pressure at a point in a pipe
Pn	Normal pressure at a point in a pipe
Pf	Pressure loss due to friction between points
Pe	Pressure due to elevation difference between indicated points
Pv	Velocity pressure at a point in a pipe

Fittings Legend	
ALV	Alarm Valve
AngV	Angle Valve
b	Bushing
BalV	Ball Valve
BFP	Backflow Preventer
BV	Butterfly Valve
C	Cross Flow Turn 90°
cplg	Coupling
Cr	Cross Run
CV	Check Valve
DeV	Deluge Valve
DPV	Dry Pipe Valve
E	90° Elbow
EE	45° Elbow
Ee1	11¼° Elbow
Ee2	22½° Elbow
f	Flow Device
fd	Flex Drop
FDC	Fire Department Connection
fE	90° FireLock(TM) Elbow
fEE	45° FireLock(TM) Elbow
flg	Flange
FN	Floating Node
fT	FireLock(TM) Tee
g	Gauge
GloV	Globe Valve
GV	Gate Valve
Ho	Hose
Hose	Hose
HV	Hose Valve
Hyd	Hydrant
LtE	Long Turn Elbow
mecT	Mechanical Tee
Noz	Nozzle
P1	Pump In
P2	Pump Out
PIV	Post Indicating Valve
PO	Pipe Outlet
PrV	Pressure Relief Valve
PRV	Pressure Reducing Valve
red	Reducer/Adapter
S	Supply
sCV	Swing Check Valve
SFx	Seismic Flex
Spr	Sprinkler
St	Strainer
T	Tee Flow Turn 90°
Tr	Tee Run
U	Union
WirF	Wirsbo
WMV	Water Meter Valve
Z	Cap





# Hydraulic Overview

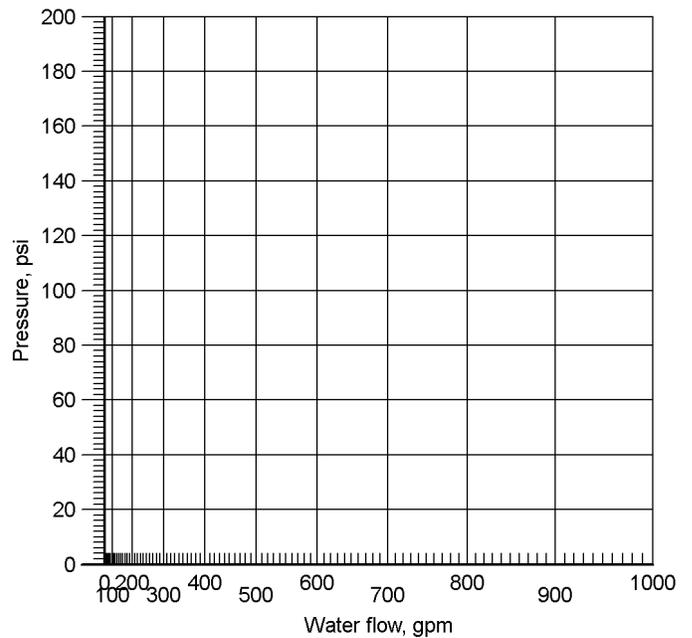
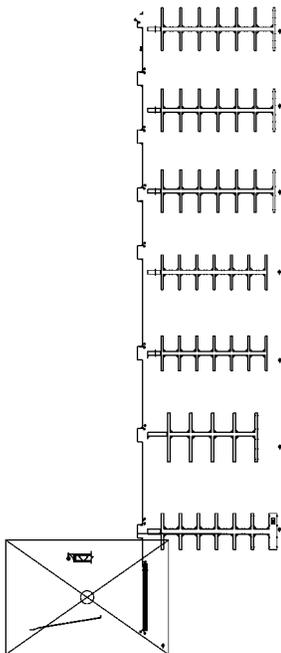
Job Number: 1  
Report Description:

<b>Job</b>	
Job Number 1	Design Engineer AL BRUCH
Job Name: FRISCO BAY MARINA	Phone 720-227-3331
Address 1 267 MARINA ROAD	FAX
Address 2 FRISCO, CO	State Certification/License Number
Address 3	AHJ
Job Site/Building CALCULATION PER FIRE DEPARTMENT	

<b>System</b>	
Density NA	Area of Application NA
Most Demanding Sprinkler Data K-Factor at	Hose Streams 500.00
Coverage Per Sprinkler NA	Number Of Sprinklers Calculated 0
System Pressure Demand 195.780	System Flow Demand 500.00
Total Demand 500.00 @ 195.780	Pressure Result -195.780 (-100.0%)

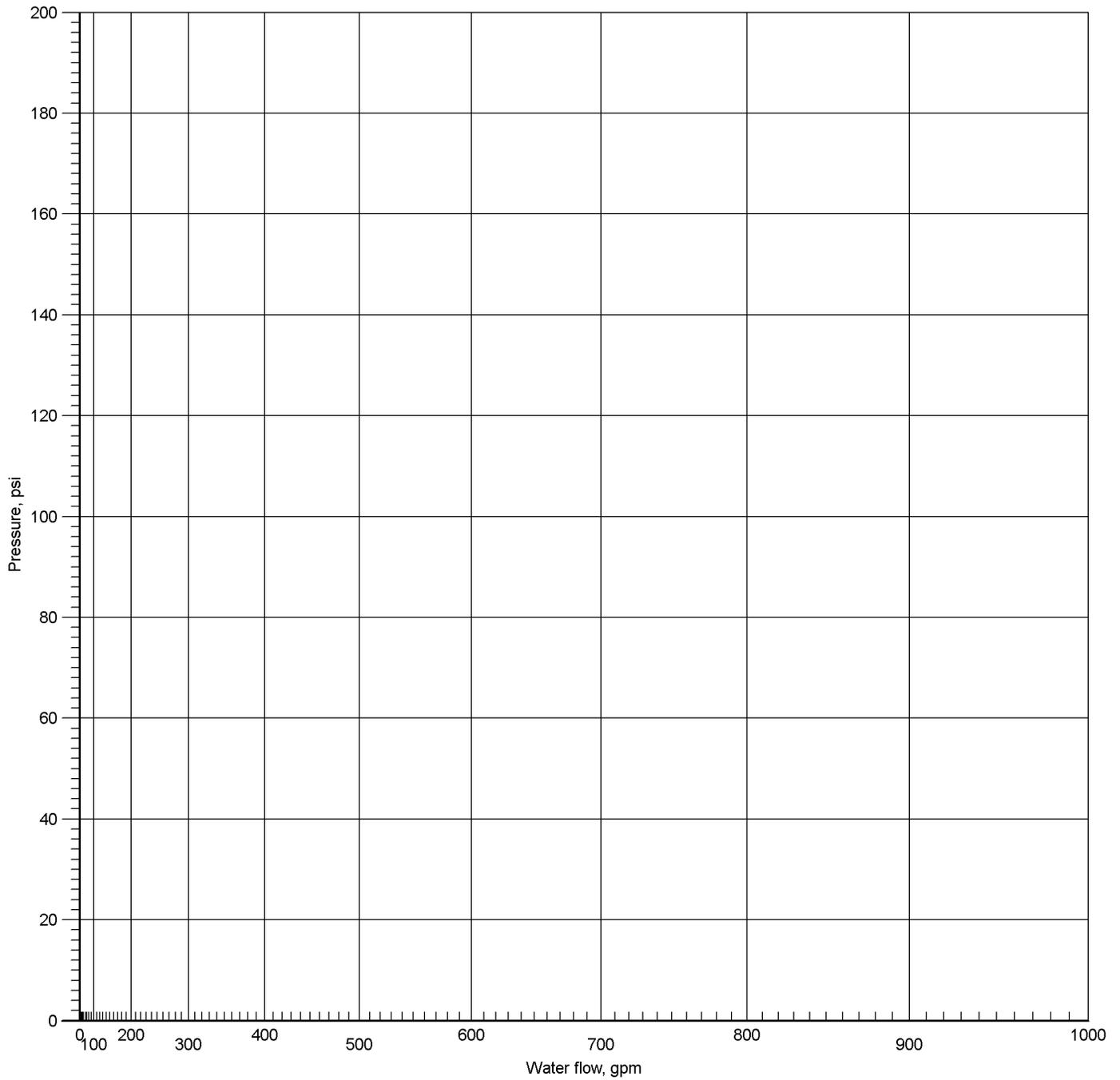
<b>Supplies</b>						<b>Check Point Gauges</b>			
<u>Node</u>	<u>Name</u>	<u>Flow(gpm)</u>	<u>Hose Flow(gpm)</u>	<u>Static(psi)</u>	<u>Residual(psi)</u>	<u>Identifier</u>	<u>Pressure(psi)</u>	<u>K-Factor(K)</u>	<u>Flow(gpm)</u>
1	Water Supply	0.00		0.000	0.000				

FRISCO BAY MARINA Water Supply at Node 1 (0.00, 0.00, 0.000, 0.000)





### Water Supply at Node 1



Hydraulic Graph

Water Supply at Node 1

Static: Pressure

0.000

Residual: Pressure

0.000 @ 0.00

Available Pressure at Time of Test

-0.000 @ 500.00

System Demand

195.780 @ 500.00

System Demand (Including Hose Allowance at Source)

195.780 @ 500.00



# Summary Of Outflowing Devices

Job Number: 1  
Report Description:

Device		Actual Flow (gpm)	Minimum Flow (gpm)	K-Factor (K)	Pressure (psi)		
Hose	2	250.00	250.00	25	100.000		
Hose	10	250.00	250.00	0	99.364		

⇒ Most Demanding Sprinkler Data



# Node Analysis

Job Number: 1  
Report Description:

Node	Elevation(Foot)	Fittings	Pressure(psi)	Discharge(gpm)
1	22'-8	S, FDC	195.780	500.00
2	3'-6	Hose(-100.000)(31'-0)	100.000	250.00
10	3'-6	Hose(31'-0)	99.364	250.00
3	0'-0	fE(6'-9½)	110.414	
8	0'-0	fT(16'-0)	111.760	
18	0'-0		114.222	
20	0'-0	fEE(3'-5)	114.511	
36	0'-0		124.083	
37	0'-0	fEE(3'-5)	124.373	
54	0'-0		133.945	
55	0'-0	fEE(3'-5)	134.235	
71	0'-0		143.807	
72	0'-0	fEE(3'-5)	144.096	
93	0'-0		158.786	
94	0'-0	fEE(3'-5)	159.076	
113	0'-0		171.573	
114	0'-0	fEE(3'-5)	171.863	
131	0'-0		186.115	
132	0'-0	fEE(3'-5)	186.405	
143	18'-10	fE(6'-9½)	196.674	
162	0'-0	fT(16'-0)	193.781	
167	0'-8		193.903	



# Hydraulic Analysis

Job Number: 1  
Report Description:

Pipe Type	Diameter	Flow	Velocity	HWC	Friction Loss	Length	Pressure
Downstream	Elevation	Discharge	K-Factor	Pt	Fittings	Eq. Length	Summary
Upstream				Pn		Total Length	
<b>Route 1</b>							
FR	2.4690	250.00	16.75	120	0.215409	3'-6"	Pf 8.896
2	3'-6"	250.00		100.000	Hose(-100.000)(31'-0)	37'-9½"	Pe 1.517
3	0'-0"			110.414	fE(6'-9½")	41'-3½"	Pv
CM	4.2600	250.00	5.63	100	0.021189	49'-11"	Pf 1.346
3	0'-0"			110.414		13'-7"	Pe -0.000
8	0'-0"			111.760	fE(6'-9½"), 2fEE(3'-5)	63'-6"	Pv
CM	4.2600	500.00	11.25	100	0.076385	32'-3"	Pf 2.462
8	0'-0"	250.00		111.760	Flow (q) from Route 2		Pe 0.000
18	0'-0"			114.222		32'-3"	Pv
CM	4.2600	500.00	11.25	120	0.054516	1'-11"	Pf 0.290
18	0'-0"			114.222		3'-5"	Pe -0.000
20	0'-0"			114.511	fEE(3'-5)	5'-4"	Pv
CM	4.2600	500.00	11.25	100	0.076385	101'-6"	Pf 9.572
20	0'-0"			114.511		23'-9½"	Pe 0.000
36	0'-0"			124.083	3fEE(3'-5), 2fE(6'-9½")	125'-3½"	Pv
CM	4.2600	500.00	11.25	120	0.054516	1'-11"	Pf 0.290
36	0'-0"			124.083		3'-5"	Pe -0.000
37	0'-0"			124.373	fEE(3'-5)	5'-4"	Pv
CM	4.2600	500.00	11.25	100	0.076385	101'-6"	Pf 9.572
37	0'-0"			124.373		23'-9½"	Pe 0.000
54	0'-0"			133.945	3fEE(3'-5), 2fE(6'-9½")	125'-3½"	Pv
CM	4.2600	500.00	11.25	120	0.054516	1'-11"	Pf 0.290
54	0'-0"			133.945		3'-5"	Pe -0.000
55	0'-0"			134.235	fEE(3'-5)	5'-4"	Pv
CM	4.2600	500.00	11.25	100	0.076385	101'-6"	Pf 9.572
55	0'-0"			134.235		23'-9½"	Pe 0.000
71	0'-0"			143.807	3fEE(3'-5), 2fE(6'-9½")	125'-3½"	Pv
CM	4.2600	500.00	11.25	120	0.054516	1'-11"	Pf 0.290
71	0'-0"			143.807		3'-5"	Pe -0.000
72	0'-0"			144.096	fEE(3'-5)	5'-4"	Pv
CM	4.2600	500.00	11.25	100	0.076385	168'-6"	Pf 14.690
72	0'-0"			144.096		23'-9½"	Pe -0.000
93	0'-0"			158.786	3fEE(3'-5), 2fE(6'-9½")	192'-3½"	Pv
CM	4.2600	500.00	11.25	120	0.054516	1'-11"	Pf 0.290
93	0'-0"			158.786		3'-5"	Pe -0.000
94	0'-0"			159.076	fEE(3'-5)	5'-4"	Pv
CM	4.2600	500.00	11.25	100	0.076385	139'-9½"	Pf 12.497
94	0'-0"			159.076		23'-9½"	Pe 0.000
113	0'-0"			171.573	fEE(3'-5), 3fE(6'-9½")	163'-7½"	Pv
CM	4.2600	500.00	11.25	120	0.054516	1'-11"	Pf 0.290
113	0'-0"			171.573		3'-5"	Pe -0.000
114	0'-0"			171.863	fEE(3'-5)	5'-4"	Pv
CM	4.2600	500.00	11.25	100	0.076385	162'-9½"	Pf 14.251
114	0'-0"			171.863		23'-9½"	Pe 0.000
131	0'-0"			186.115	fEE(3'-5), 3fE(6'-9½")	186'-7"	Pv
CM	4.2600	500.00	11.25	120	0.054516	1'-11"	Pf 0.290
131	0'-0"			186.115		3'-5"	Pe -0.000
132	0'-0"			186.405	fEE(3'-5)	5'-4"	Pv
CM	4.2600	500.00	11.25	100	0.076385	72'-10"	Pf 7.382
132	0'-0"			186.405		23'-9½"	Pe -0.006
162	0'-0"			193.781	3fEE(3'-5), 2fE(6'-9½")	96'-7½"	Pv
CM	4.2600	500.00	11.25	120	0.054516	2'-0½"	Pf 0.399
162	0'-0"			193.781		5'-3"	Pe -0.276
167	0'-8"			193.903	Ee2(5'-3)	7'-4"	Pv
CM	4.2600	500.00	11.25	100	0.076385	105'-2½"	Pf 10.653
167	0'-8"			193.903		34'-3"	Pe -7.883
143	18'-10"			196.674	2fEE(3'-5), CV(20'-8), fE(6'-9½")	139'-5½"	Pv
CM	4.0260	500.00	12.60	120	0.071781	3'-10"	Pf 0.762
143	18'-10"			196.674		6'-9½"	Pe -1.656
1	22'-8"			195.780	fE(6'-9½"), S, FDC	10'-7½"	Pv
		0.00			Hose Allowance At Source		
1		500.00					
<b>Route 2</b>							
FR	2.4690	250.00	16.75	120	0.215409	3'-6"	Pf 10.878
10	3'-6"	250.00		99.364	Hose(31'-0)	47'-0"	Pe 1.517
8	0'-0"			111.760	fT(16'-0)	50'-6"	Pv



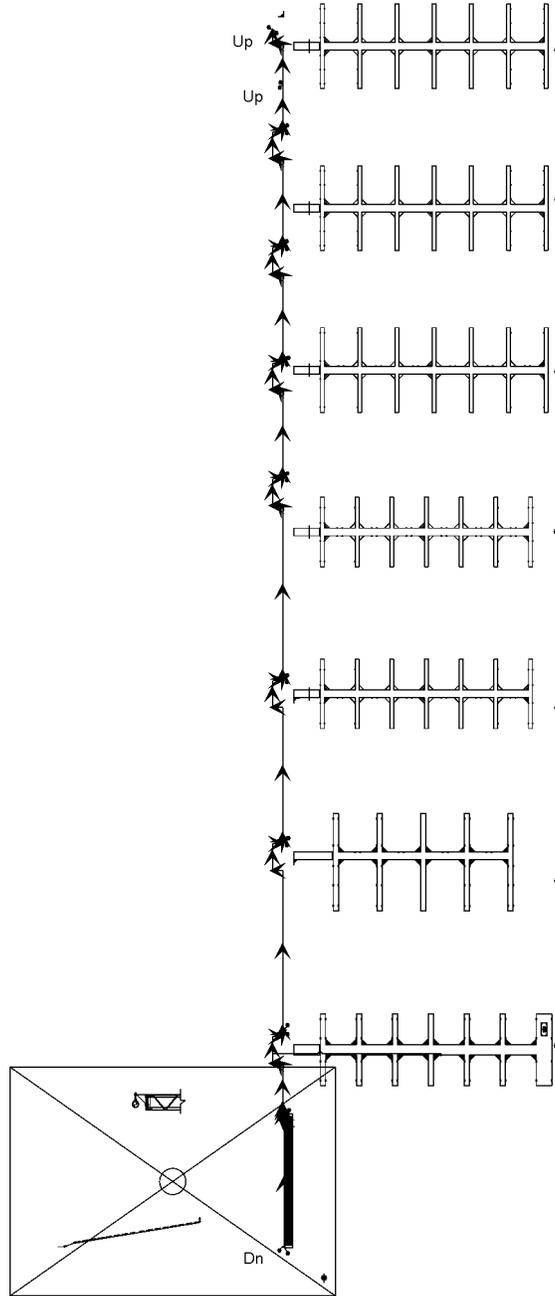
# Hydraulic Analysis

Job Number: 1  
Report Description:

Pipe Type	Diameter	Flow	Velocity	HWC	Friction Loss	Length	Pressure
Downstream	Elevation	Discharge	K-Factor	Pt	Pn	Eq. Length	Summary
Upstream						Total Length	

Equivalent Pipe Lengths of Valves and Fittings (C=120 only)	C Value Multiplier
$\left( \frac{\text{Actual Inside Diameter}}{\text{Schedule 40 Steel Pipe Inside Diameter}} \right)^{4.87} = \text{Factor}$	Value Of C
	100      130      140      150
	Multiplying Factor      0.713      1.16      1.33      1.51

Pipe Type Legend	Units Legend	Fittings Legend
AO Arm-Over	Diameter Inch	ALV Alarm Valve
BL Branch Line	Elevation Foot	AngV Angle Valve
CM Cross Main	Flow gpm	b Bushing
DN Drain	Discharge gpm	BalV Ball Valve
DR Drop	Velocity fps	BFP Backflow Preventer
DY Dynamic	Pressure psi	BV Butterfly Valve
FM Feed Main	Length Foot	C Cross Flow Turn 90°
FR Feed Riser	Friction Loss psi/Foot	cplg Coupling
MS Miscellaneous	HWC Hazen-Williams Constant	Cr Cross Run
OR Outrigger	Pt Total pressure at a point in a pipe	CV Check Valve
RN Riser Nipple	Pn Normal pressure at a point in a pipe	DeV Deluge Valve
SP Sprig	Pf Pressure loss due to friction between points	DPV Dry Pipe Valve
ST Stand Pipe	Pe Pressure due to elevation difference between indicated points	E 90° Elbow
UG Underground	Pv Velocity pressure at a point in a pipe	EE 45° Elbow
		Ee1 11¼° Elbow
		Ee2 22½° Elbow
		f Flow Device
		fd Flex Drop
		FDC Fire Department Connection
		fE 90° FireLock(TM) Elbow
		fEE 45° FireLock(TM) Elbow
		flg Flange
		FN Floating Node
		ft FireLock(TM) Tee
		g Gauge
		GloV Globe Valve
		GV Gate Valve
		Ho Hose
		Hose Hose
		HV Hose Valve
		Hyd Hydrant
		LtE Long Turn Elbow
		mecT Mechanical Tee
		Noz Nozzle
		P1 Pump In
		P2 Pump Out
		PIV Post Indicating Valve
		PO Pipe Outlet
		PrV Pressure Relief Valve
		PRV Pressure Reducing Valve
		red Reducer/Adapter
		S Supply
		sCV Swing Check Valve
		SFx Seismic Flex
		Spr Sprinkler
		St Strainer
		T Tee Flow Turn 90°
		Tr Tee Run
		U Union
		WirF Wirsbo
		WMV Water Meter Valve
		Z Cap



**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 19-35**

RESOLUTION IN SUPPORT OF SUMMIT SCHOOL DISTRICT BALLOT INITIATIVE TO CONTINUE FULL DAY KINDERGARTEN LEVY BUT UTILIZE THE LEVY FOR OTHER DISTRICT PURPOSES

WHEREAS, the Summit School District Board of Education is a public entity that provides educational services to children in the Summit School District (the "District"); and

WHEREAS, in 2019, the State Legislature approved legislation implementing full-day kindergarten for all Colorado students; and

WHEREAS, in 2007, the School District voters had approved the imposition of a mill levy for full day kindergarten, which the District will no longer be able to impose; and

WHEREAS, without increasing taxes, the District is asking the voters whether it can continue to impose the mill levy that it has previously imposed for full day kindergarten (.429 mills), but to utilize that revenue for other general fund purposes; and

WHEREAS, Ballot Question 4A, which continues the existing full day kindergarten levy but for other educational purposes, will be used for the following:

- Attracting and retaining quality teachers and staff; and
- Enhancing school counseling and mental health programs for students.

WHEREAS, Question 4A continues a mill levy that is currently being imposed, so the result is no tax increase for the property owners in the District; and

WHEREAS, if the mill levy of .429 is not specifically authorized to be continued for other purposes, those revenues will be lost.

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

Section 1. The Town Council officially declares its support of Summit School District Ballot Question 4A which allows the District to continue imposing the .429 mills previously allocated to full day kindergarten.

Section 2. This resolution is effective upon adoption.

RESOLUTION APPROVED AND ADOPTED THIS 22<sup>ND</sup> DAY OF OCTOBER, 2019.

Town of Frisco, Colorado:

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

ATTEST:

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



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO:** MAYOR AND TOWN COUNCIL  
**FROM:** DEBORAH WOHLMUTH, TOWN CLERK  
**RE:** APPLICATION TO CHANGE LOCATION – VINCENT’S LLC DBA VINNY’S  
**DATE:** OCTOBER 22, 2018

**Background:** As prescribed in Colorado State Statute, an application to change location must be first submitted to the local licensing authority for approval. Supporting documentation as outlined on State form DR 8442 must accompany the application to begin the hearing process requirements. The preliminary findings have been included in this report to support proof of a completed application.

**Analysis:** This application is for a change of location for Vincent’s LLC dba Vinny’s, currently located at 310 Main Street Unit 203 and requesting a change of location to 409 Main Street Unit 201. Applicant Vincent Monarca has filed the necessary paperwork and posted the premise in accordance with the Colorado Liquor Code. Further, notice of this application was published in a newspaper of general circulation on October 11, 2019 pursuant to statutory requirements. Fingerprinting, background checks, and criminal history reports are not required by state statute as this information was reviewed at the time the original license was issued.

**Financial Impact:** There is no financial impact.

**Recommendation:** On that basis, it is my RECOMMENDATION that the Council make a motion approving the request to change location for Vincent’s LLC dba Vinny’s, to be relocated to 409 Main Street Unit 201, on the basis that the Authority has reviewed the location of the proposed establishment and finds that it is not located within 250 feet of any school or college campus; and has reviewed the qualifications of the applicant and, pursuant to the requirements of the Frisco Code and Colorado Statutes, finds the applicant to be qualified to change location of the hotel and restaurant liquor store license issued in the name of Vincent’s LLC dba Vinny’s.

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

Nancy Kerry, Town Manager  
Bonnie Moinet, Finance Director



MEMORANDUM

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P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**

**FROM: BILL GIBSON, INTERIM COMMUNITY DEVELOPMENT DIRECTOR**

**RE: ORDINANCE 19-21 CONSIDERING AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE DEVELOPMENT AND SUBDIVISION OF LAND, BY AMENDING SECTION 180-5.4, CONCERNING TEMPORARY USES AND STRUCTURES IN CONNECTION WITH THE FRISCO PENINSULA RECREATION AREA, THE FRISCO BAY MARINA, TOWN OF FRISCO SPECIAL EVENTS, AND THE RELOCATION OF BUILDINGS OWNED BY THE TOWN OF FRISCO**

**DATE: OCTOBER 22, 2019**

**Summary and Background:** This is the first reading of Ordinance 19-21. The proposed ordinance amends the Frisco Unified Development Code (UDC) to exempt certain temporary uses and structures from the requirements of the UDC. The temporary uses and structures proposed to be exempt include:

- Expansion and replacement facilities at the PRA and the Marina
- Relocated historic buildings owned by the Town of Frisco
- Temporary uses and structures associated with community special events

The UDC and other previous versions of Frisco's zoning regulations have historically not been applied to certain temporary uses and structures associated with local governmental activities. Some of these activities included the installation of temporary restroom facilities at the Frisco Bay Marina, the storage of a relocated historic building at the Peninsula Recreation Area, and a variety of temporary uses and structures associated with the various community special events hosted and authorized by the Town of Frisco.

A similar upcoming Town of Frisco project is the installation of temporary operations offices at the Peninsula Recreation Area. These proposed offices will consist of three (3) attached modular units that will be temporarily located behind, to the north of, the existing Nordic Center building. This location allows for a connection to the existing electrical system at the Nordic Center without obstructing the adjacent recreation path or interfering with adjacent Nordic Center operations. A brochure describing these temporary offices in more detail has been attached for reference.

The requirements prescribed by the UDC (setbacks, lot coverage, design standards, etc.) are not well suited for these types of temporary uses and structures; however, as currently written the UDC does not differentiate between these temporary uses and structures and more permanent development. To remedy this situation, Staff is proposing the code amendments outlined in the attached Ordinance 19-21.

On October 17, 2019, the Planning Commission forwarded a recommendation to the Town Council for approval of the proposed code amendments, with modifications, by a vote of 6-0. The Planning Commission recommends that the 24-month time limits prescribed in Sections 180-5.4.2 and 180-5.4.3 be amended to a time limit of 18 months with a single six-month extension available under extenuating circumstances.

**Analysis:** The proposed code text amendment will more clearly articulate the Town of Frisco's existing policy of exempting certain temporary uses and structures from the requirements of the UDC.

The proposed code text amendments are consistent with the Frisco Community Plan, including the guiding principles of GP1: Inclusive Community (including Goal 1.2 to Preserve and Enhance the Town's Historic Resources), GP2: Thriving Economy, GP3: Quality Core Services (including Goal 3.1 to Provide High Quality Public Infrastructure and Services to Meet Current Needs to Accommodate Growth), and GP5: Vibrant Recreation (including Goal 5.1 to Provide High Quality, Year-Round Recreational Amenities that Appeal to Both Residents and Visitors, and Goal 5.2 to Offer Divers Programs and Events that Encourage Active and Healthy Lifestyles).

**Financial Impact:** Adoption of the attached ordinance will have no financial impact to the budget.

**Alignment with Strategic Plan:** The proposed code text amendment aligns with the Town Council's 2019-2020 Town of Frisco Strategic Plan Strategic Priority of Quality Core Services.

**Staff Recommendation:** Based on the information contained in this report, it is recommended the Town Council pass a motion to approved Ordinance 19-21 on first reading.

**Reviews and Approvals:**

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

**Attachments:**

Attachment 1: Ordinance 19-21  
Attachment 2: Temporary office brochure

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19 - 21**

AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE DEVELOPMENT AND SUBDIVISION OF LAND, BY AMENDING SECTION 180-5.4, CONCERNING TEMPORARY USES AND STRUCTURES, TO ALLOW FOR CERTAIN TEMPORARY USES AND STRUCTURES IN CONNECTION WITH THE FRISCO PENINSULA RECREATION AREA, THE FRISCO BAY MARINA, TOWN OF FRISCO SPECIAL EVENTS, AND THE RELOCATION OF BUILDINGS OWNED BY THE TOWN OF FRISCO.

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, the Town Council finds that, from time to time, in connection with the expansion or replacement of certain park and recreation improvements or amenities of the Town, the operation of special events, or the relocation of buildings owned by the Town, it is reasonably necessary and in the best interest of the public to allow for temporary uses and structures that would not otherwise be allowed under applicable Town code provisions; and

WHEREAS, the Town Council desires to allow for such temporary uses and structures, subject to limitations to ensure an appropriate scope and time period for such uses and structures.

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

Section 1. Section 180-5.4 of the Frisco Town Code, concerning temporary uses and structures, is hereby amended by the addition of new subsections 180-5.4.2, 180-5.4.3 and 180-5.4.4 to read in their entirety as follows:

**180-5.4.2 EXPANSION OR REPLACEMENT FACILITIES AT THE FRISCO PENINSULA RECREATION AREA AND THE FRISCO BAY MARINA**

Temporary expansion or replacement facilities, consisting of transportable buildings that are pre-constructed and are readily removed from the site and installed at other sites, that are on the site of, and are for or in connection with the Town of Frisco's operation of the Frisco Peninsula Recreation Area or the Frisco Bay Marina for a period of no more than 24 months, are exempt from the requirements of this Chapter.

**180-5.4.3 RELOCATED BUILDINGS OWNED BY THE TOWN**

The temporary placement, for a period of no more than 24 months, of existing buildings owned by the Town, including but not limited to historic structures, that are being relocated to another permanent location, are exempt from the requirements of this Chapter.

**180-5.4.4 TOWN SPECIAL EVENTS**

Temporary uses and structures that are part of a Town of Frisco special event or an event authorized by a Town of Frisco special event permit, and that are limited to the duration of said event, are exempt from the requirements this Chapter.

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 22<sup>ND</sup> DAY OF OCTOBER, 2019.

TOWN OF FRISCO, COLORADO:

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

ATTEST:

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

WILLSCOT

FLEX™

Applying innovative thinking to better meet our customer's needs.



# WHAT IS FLEX?

Building on our legacy of *innovation*, Flex is a reinvention of temporary space.



# DEFINING CHARACTERISTICS

When we explore the characteristics that differentiate FLEX from any other product in the North American marketplace, we group them into three categories:



**Flexible**



**Modern**



**Efficient**

# FLEXIBLE

FLEX is a panelized product adapted from our sister company in Europe that has been using this product for decades. We've taken that market-proven concept and adapted a version specific for our North American customer.

Panels allow for limitless configurations both inside and out. Additionally, you can combine buildings to expand out or up, and you have a solution that works on just about any site, for any customer, in any sector.



# MODERN

Clean lines inside and out along with state-of-the-art fixtures, furniture, and options give FLEX a modern look and feel – truly one of a kind in the North American marketplace.

Dressed up or down, FLEX provides a safe, comfortable and productive environment for you, your workforce or your customers.



# EFFICIENT

LED lights, motion-detected light switches and insulated double-paned windows are just a few of the modern components that make FLEX energy-efficient and cost-effective.

When it comes to space and cost efficiencies, FLEX allows you to design exactly the space you need in a smaller footprint.



# ADDING VALUE

Not only do we provide the latest, and most significant, innovation in temporary space, but with one phone call to a WillScot expert, we can provide everything else needed to be productive the moment the unit is delivered.

This ease of doing business is unique to this industry and to us it is second nature. We make sure the solution is right so that productivity is all that you see.

We like to say that our people and solutions are Ready to Work so that from day one, our customers are ready to work.



# INTERIOR PARTITION PANELS CREATE INFINITE POSSIBILITIES



Customers can choose from one of our standard layouts or customize to meet their specific needs.



# READY TO WORK FLOOR PLANS



**20x8 Basic**



**40x8 Basic**



**20x16 Premium**



**20x32 Premium**



**20x24 Premium**

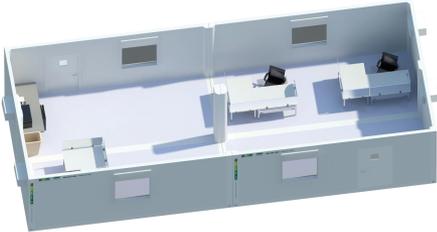
# READY TO WORK FLOOR PLANS



**20x40 Premium**



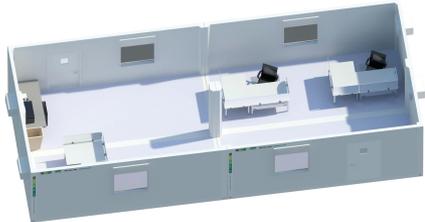
**20x48 Premium**



**40x16 Basic**



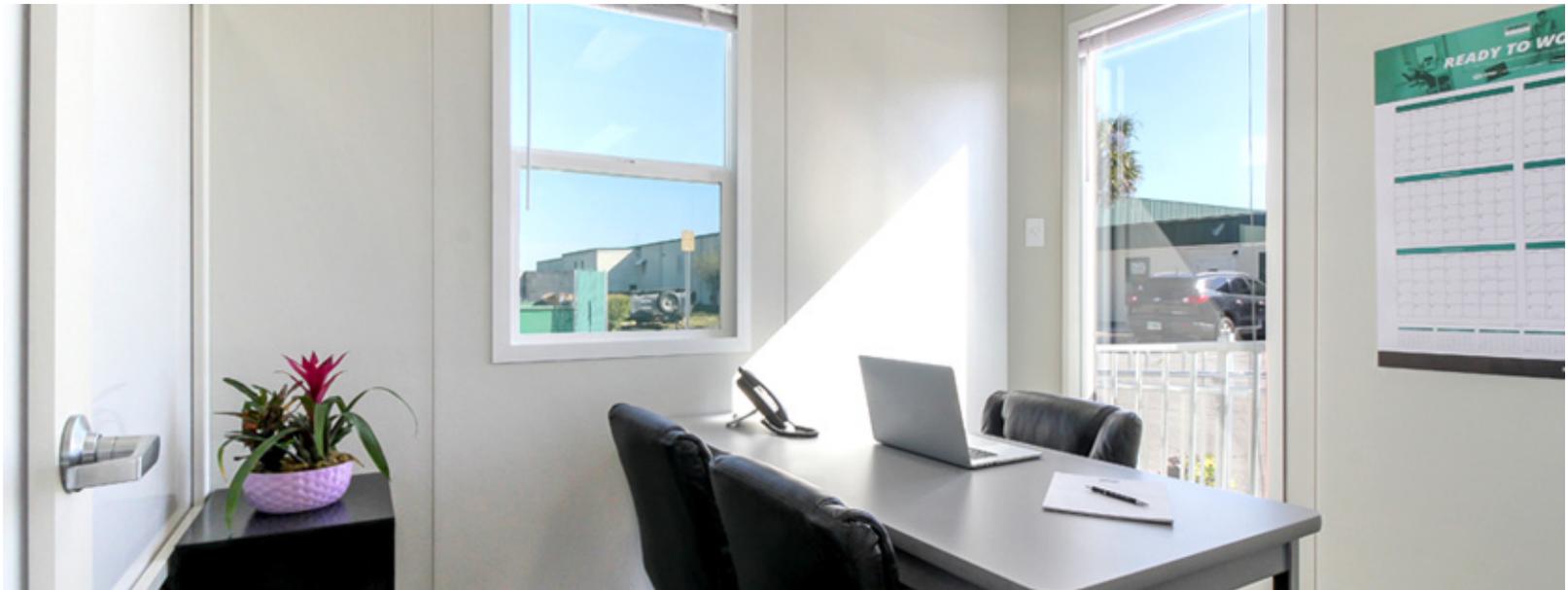
**20x16 Basic (2 Story)**



**40x16 Basic (2 Story)**

# WINDOW OPTIONS

In keeping with the modern, customizable nature of FLEX, we offer two windows to let the light shine in. The windows can be used in any combination or configuration to create a space unique to the customer's need. These options further differentiate FLEX from any other product in the marketplace.



# INTERIOR WALL OPTIONS

The FLEX panels are the perfect complement to the modern look of our panelized product. We offer two choices so your configuration is completely tailored to your needs. The solid panel offers the most privacy while the frosted panel is a more upscale option that will allow more light into that separate room. Either way, these panels give you the power to customize your workspace.



# OTHER OPTIONS



## Interior Carpet

Dampens noise, creates a more comfortable environment



## Furniture

Full selection of furniture and furnishings to outfit the space.



## Steps & Ramps

Code-compliant OSHA steps/ADA steps and ramps.

**WILLSCOT**

800-782-1500 | [willscot.com](http://willscot.com)

**WILLIAMS SCOTSMAN, INC.**  
901 S Bond Street, Baltimore MD 21231

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-23**

AN ORDINANCE AMENDING CHAPTER 79 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING DOGS AND OTHER ANIMALS, BY AMENDING SECTION 79-17, CONCERNING PET SHOPS, TO PROHIBIT THE SALE OR OTHER DISPOSITION OF A DOG OR CAT FROM A PET SHOP, EXCEPT WHEN THE SHOP ACQUIRED THE DOG OR CAT FROM AN ANIMAL CARE FACILITY, OR ANIMAL RESCUE ORGANIZATION.

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, Section 31-15-501, C.R.S., authorizes municipalities to prohibit any offensive or unwholesome business practice; and

WHEREAS, the Humane Society of the United States has determined that commercial dog and cat breeding facilities, sometimes referred to as "puppy mills," are often inhumane facilities which disregard the animals' health - both physical and emotional - in order to maximize profits; and

WHEREAS, according to the Humane Society of the United States, these mills produce animals for sale, oftentimes at retail pet stores; and

WHEREAS, the Town Council finds and determines that the sale of dogs and cats from these mills is an unwholesome business practice and not in the best interest of the public nor the welfare of the residents of Town.

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

Section 1. Section 79-17 of the Frisco Town Code, concerning pet shops, is hereby amended to read as follows:

**§ 79-17. Pet Shops.**

- A. Except as limited by this section, All requirements for licensing, care and treatment of animals as enumerated in § 79-15 pertaining to kennels shall apply to pet shops, including the requirement that a business license be obtained; provided, however, that the requirement of ownership and operation by a licensed veterinarian and the limitation to dogs and cats only shall not apply. Except in connection with the adoption of a dog or cat from an animal care facility or animal rescue organization, it is unlawful for a pet shop to sell, deliver, offer for sale, barter or otherwise dispose of a dog or cat. For purposes of this subsection, a "pet shop" shall mean and be limited to an establishment that offers animals for sale to the general public on a retail basis. A pet shop that offers space for the adoption of dogs or cats shall post, in a conspicuous location on the enclosure of each such animal, a sign listing the name of the animal care facility or rescue organization from which the shop acquired the dog or cat.
- B. Every pet shop within the Town of Frisco shall be located in a building that is totally enclosed, and all animals shall be confined exclusively to the building. No pet shop may have outside runs or pens, and no animal owned by the pet shop shall be kept or housed outside of the building at any time for any reason.

- C. It is unlawful for any pet shop to sell any sick or injured animal or to house or harbor such animals on the premises or to sell or offer to sell any such animal.
- D. It is unlawful for any pet shop to sell any unweaned animal or any animal that is so young or weak that its sale would be injurious to the animal.

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 22<sup>ND</sup> DAY OF OCTOBER, 2019.

TOWN OF FRISCO, COLORADO:

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

ATTEST:

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



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BONNIE MOINET, FINANCE DIRECTOR**  
**RE: RESOLUTION 19-34 A RESOLUTION SUMMARIZING THE EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF FRISCO, COLORADO FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020**  
**DATE: OCTOBER 22, 2019**

**Summary and Background:** During a Council work session on September 16, 2019, staff presented the Town's draft budget for 2020 in accordance with the Town's Home Rule Charter. Local Government Budget Law requires the Town adopt the final budget and this Resolution is presented to meet that requirement.

**Staff Analysis:** At September work session, Council made adjustments and additions to the expenditures; these changes total net additions of \$4,578,213. Additionally, at the October 8, 2019 Council meeting, Council appropriated \$100,000 from the Capital Improvement Fund for environmental sustainability projects. These changes summarized below:

General Fund

1) Added Environmental Programs Coordinator	\$83,213
2) Deleted Housing Coordinator Position (moved to SCHA)	- \$72,118
3) Deleted Online Waivers	- \$30,000
Decrease to General Fund	- \$18,905

Capital Improvement Fund

1) Placeholder for construction at PRA	\$1,000,000
2) Placeholder for land acquisition	\$2,500,000
3) Seed money for Public Art	\$ 25,000
4) Environmental Sustainability Projects	\$ 100,000
Increase to Capital Improvement Fund	\$3,625,000

SCHA 5A Fund

1) Added Housing Coordinator Position (from Capital Imp Fund)	\$ 72,118
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Marina Fund

1) Placeholder for Marina Project	\$ 1,000,000
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All of these changes are reflected in the Resolution being considered at this meeting.

**Alignment with Strategic Plan:** In accordance with the 2019-2020 Town of Frisco Strategic Plan, providing quality core services are the heart of the Town of Frisco. Council places a high priority on a balanced and fiscally sustainable budget.

**Recommendation:** Approve on first reading Resolution 19-34.

**Financial Impact:** By adopting this budget for the year beginning January 1, 2020 and ending December 31, 2020, estimated revenues and fund balances will be approximately \$50,373,227. Estimated expenditures total \$31,734,320, leaving a fund balance of \$18,638,907 at the end of 2020.

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

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

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 19-34**

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF FRISCO, COLORADO FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020

WHEREAS, the Town Council of the Town of Frisco received a proposed budget on September 16, 2019, in accordance with the Local Government Budget Law; and

WHEREAS, upon due and proper notice, published and posted in accordance with the law, said proposed budget was open for inspection by the public at the Office of the Finance Director; and

WHEREAS, in reference to the aforementioned publication requirements, interested taxpayers were given the opportunity to file or register any objections to said proposed budget and final comment will be accepted at the Public Hearing on October 22, 2019; and

WHEREAS, for any increase in expenditures, like increases were added to revenues and reserves so the budget remains in balance, as required by law;

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

Section 1. The estimated expenditures (including Interfund transfers) for each fund are as follows:

General Fund	\$14,650,383
Capital Fund	\$ 8,310,768
Historic Preservation Fund	\$ 0
Conservation Trust Fund	\$ 45,000
Water Fund	\$ 2,126,354
Open Space Fund	\$ 0
Insurance Reserve Fund	\$ 65,000
SCHA (5A) Fund	\$ 2,974,858
Lodging Tax Fund	\$ 595,155
Marina Fund	<u>\$ 2,966,802</u>
<b>Total Expenditures</b>	<b>\$31,734,320</b>

Section 2. The estimated revenues for each fund are as follows:

<b>General Fund</b>	
Unappropriated surplus (reserves)	\$ 6,581,902
Sources other than property taxes	\$15,168,400
General property tax levy	<u>\$ 158,968</u>
Total General Fund Revenues	<b>\$21,909,270</b>
<b>Capital Fund</b>	
Unappropriated surplus (reserves)	\$ 7,493,754
Transfers In	\$ 893,347
Sources other than property taxes	<u>\$ 1,906,830</u>
Total Capital Fund revenues	<b>\$10,293,931</b>
<b>Historic Preservation Fund</b>	
Unappropriated surplus (reserves)	\$ 1,010
Sources other than property taxes	<u>\$ 10</u>

Total Historic Preservation Fund Revenues	<b>\$ 1,020</b>
<b>Conservation Trust Fund</b>	
Unappropriated surplus (reserves)	\$ 36,397
Sources other than property taxes	<u>\$ 30,000</u>
Total Conservation Trust Fund revenues	<b>\$ 66,397</b>
<b>Water Fund</b>	
Unappropriated surplus (reserves)	\$ 3,447,347
Sources other than property taxes	<u>\$ 1,679,000</u>
Total Water Fund revenues	<b>\$ 5,126,347</b>
<b>Open Space Fund</b>	
Unappropriated surplus (reserves)	\$ 12,413
Sources other than property taxes	<u>\$ 250</u>
Total Open Space Fund Revenues	<b>\$ 12,663</b>
<b>Insurance Reserve Fund</b>	
Sources other than property taxes	\$ 210,192
Total Insurance Reserve Fund revenues	<u>\$ 3,500</u> <b>\$ 213,692</b>
<b>SCHA (5A) Fund</b>	
Unappropriated surplus (reserves)	\$ 4,374,423
Sources other than property taxes	<u>\$ 1,585,320</u>
Total SCHA (5A) Fund revenues	<b>\$ 5,959,743</b>
<b>Lodging Tax Fund</b>	
Unappropriated surplus (reserves)	\$ 597,240
Sources other than property taxes	<u>\$ 601,700</u>
Total Lodging Tax Fund revenues	<b>\$ 1,198,940</b>
<b>Marina Fund</b>	
Unappropriated surplus (reserves)	\$ 4,011,024
Sources other than property taxes	<u>\$ 1,580,200</u>
Total Rev & Sales & Use Tax Capital rev	<u>\$ 5,591,224</u>
<b>Total Revenues &amp; Reserves</b>	<b>\$ 50,373,227</b>

Section 3. That said budget as submitted and summarized by fund is hereby approved and adopted as the budget for the Town of Frisco for 2020.

Section 4. That the budget hereby approved and adopted is made part of the public record of the Town of Frisco, Colorado.

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS FIRST AND FINAL READING THIS 22<sup>ND</sup> DAY OF OCTOBER 2019.

TOWN OF FRISCO:

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

ATTEST:

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



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BONNIE MOINET, FINANCE DIRECTOR**  
**RE: ORDINANCE 19-19, AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2019 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FRISCO, COLORADO FOR THE 2020 BUDGET YEAR**  
**DATE: OCTOBER 22, 2019**

**Summary and Background:** During a Council work session on September 16, 2019, staff presented the Town's draft budget for 2020 in accordance with the Town's Home Rule Charter. Local Government Budget Law requires the Town to levy general property taxes each year and this Ordinance is presented to meet that requirement.

**Staff Analysis:** On August 23, 2019, the County Assessor provided the estimated 2019 valuation for assessment for the Town of Frisco at \$242,005,113, an increase of \$41,850,683 from the previous year's assessment of \$200,154,430. The Town's mill levy is .798 mills, which is estimated to generate approximately \$190,000 for the Town of Frisco in 2020. The current year's actual valuation totals \$2,404,333,045, an increase of \$455,111,515 over the previous year's actual valuation of \$1,949,221,530.

In the event the County Assessor changes this assessed valuation, this ordinance authorizes the Town Clerk to make any necessary changes to the ordinance, exclusive of the levied tax, to acknowledge the certified assessed value without having to bring the ordinance before Council.

**Alignment with Strategic Plan:** In accordance with the 2019-2020 Town of Frisco Strategic Plan, providing quality core services are the heart of the Town of Frisco. Council places a high priority on a balanced and fiscally sustainable budget.

**Recommendation:** Approve on second reading Ordinance 19-19.

**Financial Impact:** Based upon the above assessed valuation, the Town of Frisco estimates property tax revenues in the approximate amount of \$190,000.

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

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

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

AN ORDINANCE LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2019 TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF FRISCO, COLORADO FOR THE 2020 BUDGET YEAR.

WHEREAS, the Town Council of the Town of Frisco received the annual budget, on September 16, 2019 in accordance with the Town's Home Rule Charter; and

WHEREAS, the Town Council will hold a First Reading on October 8, 2019 and a Second Reading and Public Hearing on October 22, 2019 setting the mill levy for 2020; and

WHEREAS, the 2019 valuation for assessment for the Town of Frisco as estimated by the County Assessor is \$200,511,170. In the event the County Assessor changes the assessed value, by October 8, 2019, the Town Council authorizes the Frisco Town Clerk to make the necessary changes to the ordinance, exclusive of the levied tax of .798 mills, to acknowledge the certified assessed value without having to bring said ordinance before Council.

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

Section 1. For the purpose of meeting all general operating expenses of the Town of Frisco during the 2020 budget year, there is hereby levied a tax of .798 mills upon each dollar of the total valuation for assessment of all taxable property within the Town of Frisco for the year 2020.

Section 2. That Bonnie Moinet, Finance Director, is hereby authorized and directed to certify to the County Commissioners of Summit County, Colorado, by December 9, 2019 the mill levy for the Town of Frisco as hereinabove determined and set.

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS FIRST READING THIS 8th DAY OF OCTOBER, 2019.

APPROVED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 22nd DAY OF OCTOBER, 2019.

TOWN OF FRISCO:

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Gary Wilkinson, Mayor

ATTEST:

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



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BONNIE MOINET, FINANCE DIRECTOR**  
**RE: ORDINANCE 19-20, AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF FRISCO, COLORADO FOR THE 2020 BUDGET YEAR**  
**DATE: OCTOBER 22, 2019**

**Summary and Background:** During a Council work session on September 16, 2019, staff presented the Town's draft budget for 2020 in accordance with the Town's Home Rule Charter. Local Government Budget Law requires the Town appropriate sums of money to the various funds and spending agencies each year and this Ordinance is presented to meet that requirement.

**Staff Analysis:** At this work session, Council made adjustments and additions to the appropriations; these changes total net additions of \$4,578,213. Additionally, at the first reading of this ordinance on October 8, 2019, Council appropriated an additional \$100,000 from the Capital Improvement Fund for environmental sustainability projects.

General Fund

1) Added Environmental Programs Coordinator	\$83,213
2) Deleted Housing Coordinator Position (moved to SCHA)	- \$72,118
3) Deleted Online Waivers	- \$30,000
Decrease to General Fund	- \$18,905

Capital Improvement Fund

1) Placeholder for construction at PRA	\$1,000,000
2) Placeholder for land acquisition	\$2,500,000
3) Seed money for Public Art	\$ 25,000
4) Environmental Sustainability Projects	\$ 100,000
Increase to Capital Improvement Fund	\$3,625,000

SCHA 5A Fund

1) Added Housing Coordinator Position (from Capital Imp Fund)	\$ 72,118
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Marina Fund

1) Placeholder for Marina Project	\$ 1,000,000
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To ensure efficient operations of the Town, this Ordinance reflects the changes listed above and appropriates revenues to the various funds of the Town. These appropriations total \$31,734,320, as presented in the Ordinance.

**Alignment with Strategic Plan:** In accordance with the 2019-2020 Town of Frisco Strategic Plan, providing quality core services are the heart of the Town of Frisco. Council places a high priority on a balanced and fiscally sustainable budget.

**Recommendation:** Approve on first reading Ordinance 19-20.

**Financial Impact:** The Town of Frisco estimates revenues and fund balances to be approximately \$50,373,227. Expenditures appropriated by this Ordinance total \$31,734,320, leaving a fund balance of \$18,638,907 at the end of 2020.

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

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

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-20**

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSES AS SET FORTH BELOW, FOR THE TOWN OF FRISCO, COLORADO FOR THE 2020 BUDGET YEAR

WHEREAS, the Town Council of the Town of Frisco has adopted the annual budget in accordance with the Local Government Budget Law; and

WHEREAS, the Town Council has made provision therein for revenue and reserves in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law but also necessary to appropriate the revenues provided in the budget for the purposes described below so as not to impair the operation of the Town of Frisco;

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

The following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated:

**General Fund**

Transfer to Capital Improvement Fund	\$ 893,347
Current Operating Expenses	<u>\$13,757,036</u>
Total General Fund Expenses	<b>\$14,650,383</b>

**Water Fund**

Current Operating Expenses	\$ 894,354
Capital Outlay	<u>\$ 1,232,000</u>
Total Water Fund Expenses	<b>\$ 2,126,354</b>

**Conservation Trust Fund**

Capital Outlay	<u>\$ 45,000</u>
Total Cons Trust Fund Expenses	<b>\$ 45,000</b>

**Capital Fund**

Capital Outlay	\$ 7,769,590
Debt Service-L/P Agreements	<u>\$ 541,178</u>
Total Capital Fund Expenses	<b>\$ 8,310,768</b>

**Open Space Fund**

Transfers Out	<u>\$ 0</u>
Total Open Space Fund Expenses	<b>\$ 0</b>

**Historic Preservation Fund**

Current Operating Expenses	\$	<u>0</u>
Total Historic Preservation Fund Revenues	\$	<b>0</b>

**Insurance Reserve Fund**

Current Operating Expenses	\$	<u>65,000</u>
Total Insurance Reserve Fund	\$	<b>65,000</b>

**SCHA 5A Fund**

Current Operating Expenses	\$	184,858
Capital Outlay	\$	<u>2,790,000</u>
Total SCHA (5A) Fund	\$	<b>2,974,858</b>

**Lodging Tax Fund**

Current Operating Expenses	\$	<u>595,155</u>
Total Lodging Tax Fund Expenses	\$	<b>595,155</b>

**Marina Fund**

Current Operating Expenses	\$	1,128,802
Debt Service	\$	272,500
Capital Outlay	\$	<u>1,565,500</u>
Total Marina Fund Expenses	\$	<b>2,966,802</b>

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS FIRST READING THIS 8<sup>TH</sup> DAY OF OCTOBER 2019.

APPROVED, AS AMENDED, ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 22ND DAY OF OCTOBER, 2019.

TOWN OF FRISCO:

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

ATTEST:

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