

**THE DECEMBER 10, 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  
DECEMBER 10, 2019  
4:00PM**

- Agenda Item #1: Central Core and Gateway Plan Scope
- Agenda Item #2: Frisco Historic Park & Museum Long Range Plan Options and Considerations
- Agenda Item #3: Excelsior House Relocation
- Agenda Item #4: Discussion to Entering a MOU with Xcel Energy for the Colorado Energy Future Collaboration

**RECORD OF PROCEEDINGS  
REGULAR MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
DECEMBER 10, 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 November 26, 2019 Meeting

**New Business:**

Agenda Item #1: Resolution 19-36, a Resolution of the Town Council of the Town of Frisco Appropriating a Conditional Exchange Water Right and Authorizing the Filing of a Water Court Application STAFF: THAD RENAUD 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #2: First Reading Ordinance 19-24, an Ordinance Granting a Deed of Conservation Easement to Colorado Open Lands, a Colorado Non-Profit Corporation, for the Purpose of the Conservation of an Area Known as the Meadow Creek Wetlands, and Legally Described as Lot 2B, a Resubdivision of Lot 2, Summit Stage Transfer Center STAFF: DIANE MCBRIDE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

**Adjourn:**



MEMORANDUM

---

---

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: SUSAN LEE, COMMUNITY PLANNER**  
**RE: CENTRAL CORE AND GATEWAY PLAN SCOPE**  
**DATE: DECEMBER 10, 2019**

**Summary and Background:** In 2019, Town Council prioritized the development of the Central Core and Gateway Plan as one of their Strategic Plan Goals. Main Street and the Central Core area serve many important roles in our community as an economic driver, main transportation corridor, and community gathering space where locals and visitors come together. Recognizing that infill and redevelopment opportunities are limited, Town Council wants to ensure that future development is both sensitive to Frisco's unique character, and economically balanced, in order to continue to support the vitality and sustainability of Frisco.

The purpose of the Central Core and Gateway Plan is to create a blueprint for future development that preserves and enhances the character of Frisco's Main Street "from the mountains to the lake". The creation and implementation of this plan will help to shape all of the Central Core area from the West Main gateway to the Marina and north-south from Galena to Granite. The plan will also serve as a tool to communicate our vision and potential for growth to businesses considering locating or expanding in Frisco.

The geographic area includes Main Street from the East Main Street intersection with Summit Boulevard (and surrounding properties) to the West Main Street intersection with Interstate 70 (Exit 201) and Galena and Granite Streets to the north and south (see map, Attachment 1). The recommended approach would utilize both in-house work from staff and the services of a planning consultant. Comprehensive public outreach would be integral to the process, from stakeholder focus groups targeting Main Street businesses and property owners, to broad community wide outreach, to encourage participation. Staff anticipates the planning process would take between six to nine months plus time for solicitation and selection of consultant support. The proposed scope of work includes:

- Define desired character and core design principles for the Central Core and Gateway areas. Public input from the Community Plan Update showed support for a detailed review of current development standards to ensure new development compliments existing character and supports a vibrant, pedestrian friendly environment.
- Analyze existing economic strengths and identify opportunities to create a more diverse and resilient economy.

- Establish guidelines and recommendations for mobility, connectivity, parking and public infrastructure. The creation of a specific set of guidelines will offer developers and builders consistency concerning site planning and application review.
- Evaluate existing land uses and make recommendations for a well-balanced mix of uses that supports a diverse and vibrant commercial corridor.
- Develop recommendations for additional amenities that will elevate the streetscape and create an enhanced sense of place. These amenities might include additional site furnishings, parklets, plaza spaces, and public art, among others.
- Explore potential development scenarios for key sites within the Central Core and Gateway area in order to create attractive and inviting community entrances, promote compatible growth, economic sustainability, and community vitality. Possible sites include West Main Gateway/CDOT Park-n-Ride/Wieronski Parcel, 1<sup>st</sup> and Main Building, Frisco Historic Park and Museum, Old Town Hall/Information Center, Triangle Park, and the Marina intersection/B1/Ferrell Gas.

**Financial Impact:** Town Council has budgeted \$100,000 in the 2020 budget, from the Capital Improvement Fund, for the creation of the Central Core Gateway Master Plan.

**Alignment with Strategic Plan:** Development of a Central Core and Gateway Plan is a goal under the Town Council's 2019-2020 Thriving Economy Strategic Priority. In addition, the development of this plan aligns with the Town's goals of supporting an Inclusive Community, Vibrant Recreation, and Sustainable Environment as the plan will serve as a tool to guide community development, improve pedestrian mobility and integration with alternative transportation, and support the preservation of Frisco's history and culture.

**Staff Recommendation:** Staff is seeking feedback on the bulleted items listed above to ensure the scope of work aligns with expectations of the Town Council. Once there is an agreed upon approach and scope, staff will prepare a Request for Proposals (RFP) for consulting assistance with a cost not to exceed \$100,000.

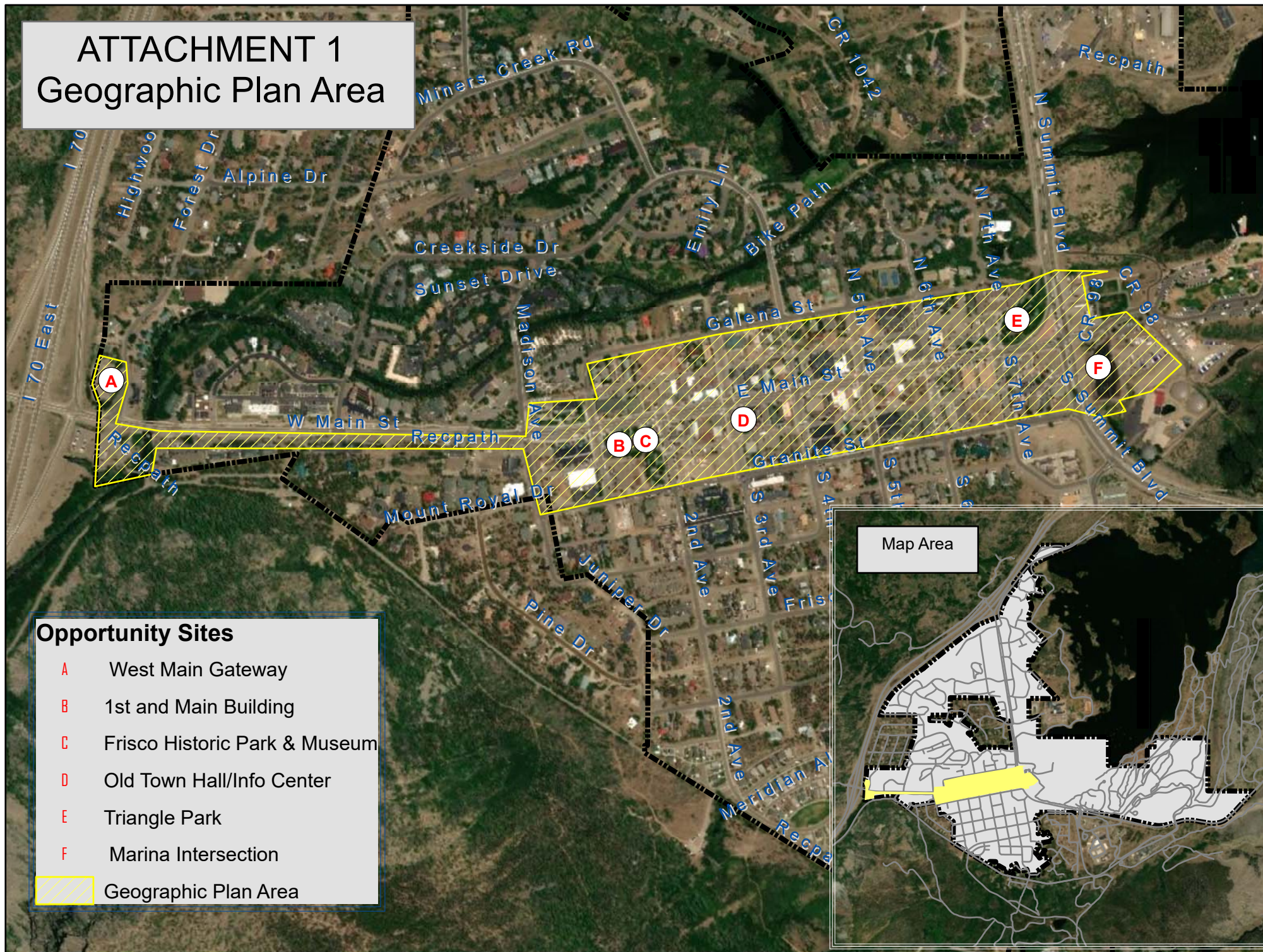
**Reviews and Approvals:** This report has been reviewed and approved by:

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

**Attachments:**

Attachment 1: Map of Project Area

# ATTACHMENT 1 Geographic Plan Area



## Opportunity Sites

- A West Main Gateway
- B 1st and Main Building
- C Frisco Historic Park & Museum
- D Old Town Hall/Info Center
- E Triangle Park
- F Marina Intersection
-  Geographic Plan Area



# CENTRAL CORE AND GATEWAY PLAN

Town Council Work Session

December 10, 2019

# BACKGROUND

- Infill and redevelopment will shape the future



# BACKGROUND

- Desire for a balanced mix of uses to promote economic sustainability





# BACKGROUND

- Extend vitality and character of Main Street and create attractive Gateways



# BACKGROUND

- Prioritized plan as part of the 2019-2020 Strategic Plan Goals



## THRIVING ECONOMY

*Description: The Town of Frisco strives to create a thriving and sustainable economy for our community by encouraging a variety of businesses, improving Summit Boulevard showcasing our exceptional mountain community, beautiful Dillon Reservoir, outstanding recreation, and drawing locals and visitors to Frisco's iconic and bustling Main Street where dining, shopping, exploring history, and meeting friends is where our community comes together.*

Actions/Goals	Dept.	Milestones
<p><b>Goal: Adopt and Implement Community Plan</b></p> <ul style="list-style-type: none"> <li>&gt; Adopt Community Plan</li> <li>&gt; Prioritize critical milestone achievements to ensure implementation</li> <li>&gt; Integrate action steps into Strategic Plan goals, 2020 Budget</li> </ul>	CDD	Aug, 2019 Summer, 2019 Summer, 2019
<p><b>Goal: Develop Main Street Master Plan</b></p> <ul style="list-style-type: none"> <li>&gt; Confirm Town Council goals and project scope</li> <li>&gt; Select consultant</li> <li>&gt; Host community meetings</li> <li>&gt; Adoption of final plan by Town Council</li> </ul>	CDD	Fall, 2019 Winter, 19/20 March, 2020
<p><b>Goal: Implement Short-term Rental Regulations</b></p> <ul style="list-style-type: none"> <li>&gt; Evaluate compliance</li> <li>&gt; Evaluate regulations</li> </ul>	Finance / PD	July 2019 Jan, 2020

## REINFORCE MAIN STREET AS THE HEART OF THE COMMUNITY, FROM THE LAKE TO THE MOUNTAINS.

Adopted: August 2019

# 1.4

- 1.4A Support the creation of an attractive community entrance along West Main Street to create a gateway that is inviting to visitors, highlights the Tenmile Creek, and is an extension of the history and vision of Frisco.
- 1.4B Encourage infill and redevelopment that complements the character, scale, and massing of historic structures.
- 1.4C Ensure ground floor uses on Main Street create a balanced mix of uses that support a thriving commercial atmosphere. Housing may be located above the ground floor along Main Street, to help support the vitality of downtown.
- 1.4D Preserve Frisco's historic street grid to retain the character and walkability of the town core.
- 1.4E Design and orient buildings to maintain historic development patterns along public rights of way.



# PURPOSE OF PLAN

- Create blue print for future development
- Main Street “From the Marina to the Mountains”

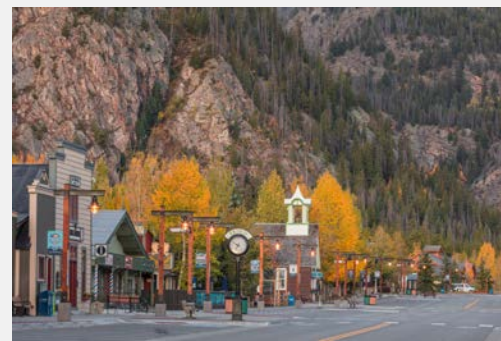


# GEOGRAPHIC PLAN AREA



# SCOPE

- Define desired character and core design principles
- Analyze existing economic profile and identify opportunities
- Establish mobility, connectivity, parking and public infrastructure goals and recommendations.
- Evaluate existing land uses
- Develop recommendations for streetscape amenities.
- Explore development scenarios for opportunity sites



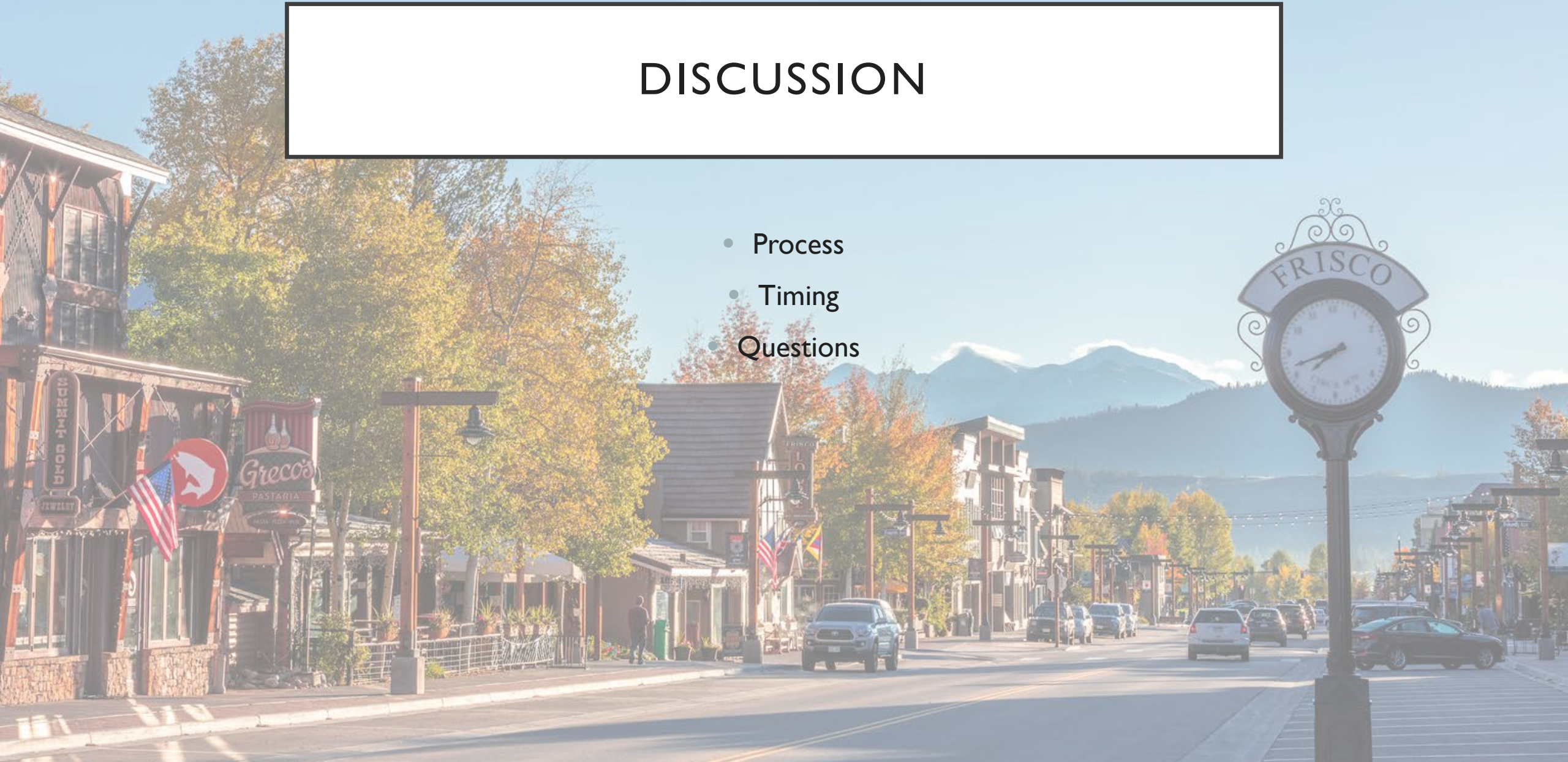
# OPPORTUNITY SITES

- A. West Main Gateway
- B. 1<sup>st</sup> and Main building
- C. Frisco Historic Park and Museum
- D. Old Town Hall/Information Center
- E. Triangle Park
- F. Marina intersection



# DISCUSSION

- Process
- Timing
- Questions





MEMORANDUM

---

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: ROSE GORRELL, MUSEUM MANAGER**  
**RE: FRISCO HISTORIC PARK & MUSEUM LONG RANGE PLAN OPTIONS AND CONSIDERATIONS**  
**DATE: DECEMBER 10, 2019**

**Summary and Background:** The Town of Frisco has managed the Frisco Historic Park and Museum (FHPM) since 2006. Approximately every five years, staff works with and consults with professionals in the industry and community members to draft a strategic plan with specific, attainable and strategic goals. It is staff's understanding that an assessment from the American Alliance of Museums (AAM) helped with the creation and prioritization five strategic goals for the FHPM. These five goals are included in the current FHPM Strategic Plan for 2019-2023:

1. Develop a Cohesive Facility and Land Use Plan
2. Uphold Museum Best Practices
3. Preserve Frisco's Heritage and Culture
4. Manage Sustainable Operations and Governance
5. Provide the Community with Progressive and Diverse Museum Experiences and Services

The FHPM Strategic Plan for 2019-2023 was adopted by Council by Resolution 18-18 on October 9, 2018. The Town Council's 2019-2020 Strategic Plan also establishes the goal to "Develop Frisco Historic Park and Museum Long-Range Plan" by reviewing current and future uses of the park, evaluating options for additional park amenities, considering uses for 1st and Main building, and presenting options to Town Council for consideration and funding.

At the December 10, 2019, Council meeting, staff will present recommendations to achieve the Council's strategic goal for the FHPM.

**Analysis:** The Frisco Historic Park and Museum impacts over 38,000 visitors annually and is vital for preserving and interpreting Frisco's unique and diverse history. These visitation numbers are projected to increase annually. The American Association of State and Local History *2019 National Visitation Survey*, conducted over a five-year period from 2013-2018, describes significant increases in visitors to history museums (10.8%), especially institutions of similar size (12.7%) and in our region (19.4%). To adequately prepare for such growth and to address current and future needs, a cohesive facility and land use plan is needed.



Per the FHPM Strategic Plan 2019-2023, four items were identified as immediate needs for the FHPM:

1. **Public bathroom facilities.** There is currently a one stall bathroom at the schoolhouse for both public and staff uses. This restroom facility is used quite regularly and does not meet the demands of the over 38,000 visitors annually to the museum. An off-site, public restroom facility is recommended.
2. **An industry-standard archive with space for future growth.** The current storage space for collections is minimal, with the bulk of collections resting in the attic at the schoolhouse. An industry-standard space for preservation and security is recommended.
3. **Improved general meeting and education space.** Meetings, lectures, and educational programs are currently split between the schoolhouse, the Chapel and the 1<sup>st</sup> and Main building. All of these sites have their limitations, with capacity being one of the biggest concerns. The summer Lunchtime Lectures averaged 84 participants per lecture, thereby exceeding the space of both the Chapel and the 1<sup>st</sup> and Main building. A larger, flex space for meetings, programs, and other community uses is recommended.
4. **A dedicated workspace for staff.** All workspaces are currently shared in the schoolhouse, and staff balances their time between guest service responsibilities and research, archives, writing, etc. A private workspace would improve staff efficiency and production.

Solutions to address each of these identified needs can be reviewed through a variety of approaches. Currently there are two parcels adjacent to the FHPM that could potentially support the needs identified above, the 1<sup>st</sup> and Main property and 113 Granite Street property. However, both properties have their unique challenges. The Town does not currently own the 1<sup>st</sup> and Main property - the balance currently due is \$904,000, with the last payment due on January 1, 2031. The 113 Granite Street parcel was identified by the Housing Task Force as a potential site to construct affordable housing units and as such, may not be the best site for museum expansion. Due to these circumstances, staff is concerned with the practicality of embarking on site planning efforts that include these two properties at this time.

Staff recommends the follow approach to achieve the Council's goal to review current and future uses of the park, evaluate options for additional park amenities, consider uses for the 1<sup>st</sup> and Main building, and present options to Town Council for consideration and funding:

1. Conduct in-house assessments to:
  - Evaluate existing programs and events at the FHPM with internal and external feedback based on visitor surveys and feedback.
  - Determine future needs for park-oriented event and programming space, storage, staff, etc.
  - Utilize existing professional resources within the town, in addition to external museum and public history professionals, to compile expenditure estimates related to ongoing and future upkeep of historic buildings and the artifact collection.

2. Combine site-planning efforts for the 1<sup>st</sup> and Main Building and the FHPM into the Central Core/Gateway Master Plan.
  - This review would integrate future uses of the gazebo and park components.
  - Evaluate site-planning options in light of other numerous Town Council goals including, increasing the number of affordable housing units, promoting multi-modal transportation, improving and expanding park space, creating a unique sense of place that cherishes and contributes to Frisco's history, and meeting the Town's climate action goals.

**Financial Impact:** A total of \$10,000 was budgeted in 2019 for site planning expertise at the Historic Park and Museum. These funds have not been spent at this time. Staff is seeking direction from Council on proceeding with operational and land use planning efforts for the FHPM and will prepare necessary budgetary estimates for Council's review and approval.

**Alignment with Strategic Plan:** The 2019-2020 Town of Frisco Strategic Plan stipulates for the creation of a long-range plan for the FHPM. The Town recognizes the importance of its heritage-centered opportunities as essential to the Town's vibrancy, providing unique opportunities for local residents and visitors to explore, experience, and share Frisco's history with the larger community. Heritage tourism and historic preservation is central to the community's economic vitality and therefore a high priority for the Council to maintain, sustain, and project Frisco's history for future generations. Staff recommends pursuing such long-range planning with other, more inclusive planning efforts in 2020.

**Environmental Sustainability:** Future recommendations for development, preservation and change on the FHPM site will protect and sustain the environment.

**Staff Recommendation:** Staff recommends Council use this work session to discuss options for achieving the FHPM and Council's Strategic Plan goals of reviewing current and future uses of the park, evaluating options for additional park amenities, considering uses for the 1<sup>st</sup> and Main building, and presenting options to Town Council for consideration and funding. Based on Council's direction, staff will develop a formal action plan including more detailed site planning options, and operational evaluations.

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

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

**Attachments:**

FHPM Strategic Plan 2019-2023, adopted October 9, 2018



# FRISCO

HISTORIC PARK & MUSEUM

## **STRATEGIC PLAN 2019 - 2023**

**Looking Through Windows Into the Past**

**And Opening Doors To the Future**



Adopted by Town Council  
on October 9, 2018

Frisco Historic Park & Museum - Annie Ruth House

# STRATEGIC PLAN 2019 - 2023

## Looking Through Windows into the Past

## And Opening Doors into the Future

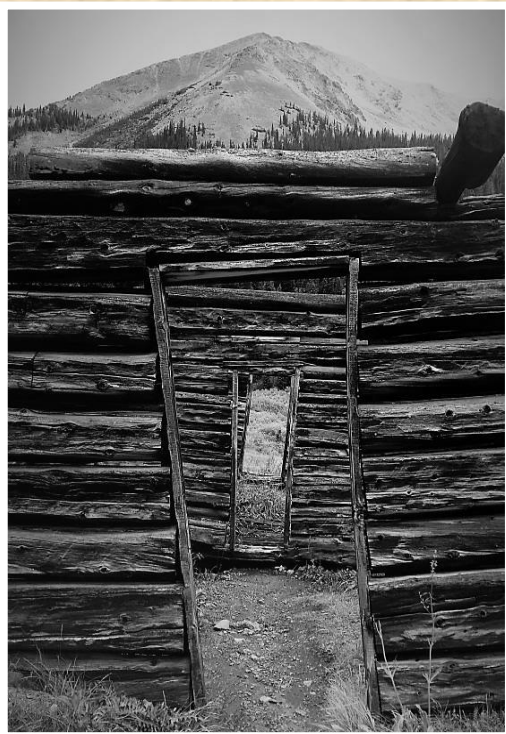
### INTRODUCTION

#### OUR MISSION:

The Frisco Historic Park & Museum preserves and promotes the Town of Frisco's heritage and history by presenting an excellent educational museum experience to the community and its visitors, connecting the past, present and future to the world around us.

#### OUR PLAN:

This five year Strategic Plan for 2019-2023, adopted by Frisco's Town Council in 2018, outlines and guides the direction and priorities for the Town of Frisco Historic Park & Museum. We inform and involve the Frisco community and visitors by upholding a strong, transparent, and thriving museum which leads and builds Frisco's future in preservation, culture, and heritage.



Independence City, CO 2017

#### WE BELIEVE:

- Museums educate, inspire, nourish minds and spirits, enrich lives and create healthy communities
- Museum experiences are characterized by encounters with objects, stories, experts and learning experiences in welcoming places, supported by scholarship and knowledge
- In the integrity of research, preservation of cultural heritage and the celebration of human achievement
- Our strengths rest upon the diversity of the people we represent
- In active participation in the global community and embracing global perspectives

#### OUR VALUES:

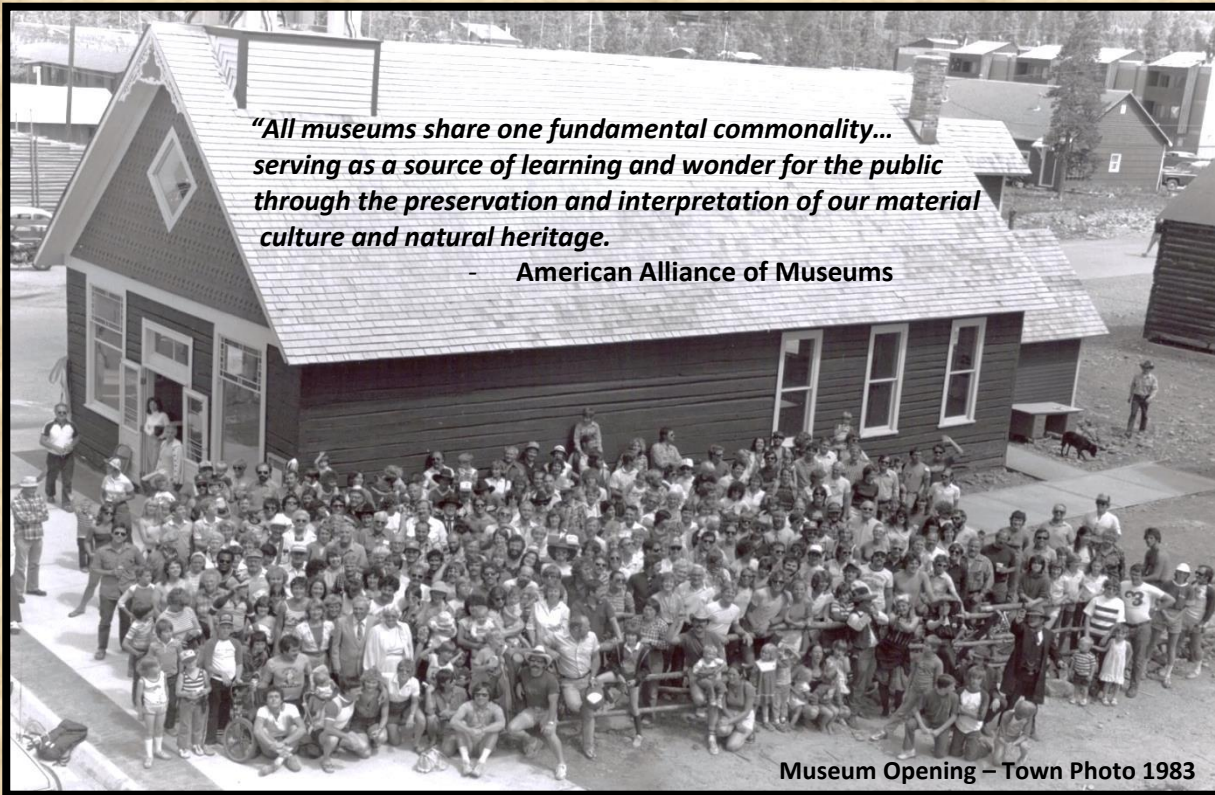
- Foster open communication
- Work to understand issues and concerns
- Encourage involvement
- Maintain the highest level of accountability
- Acknowledge the community by implementing adopted plans
- Support countywide goals consistent with Frisco's interests



#### SUCSESSES & GOALS ACHEIVED:

- Maintain excellent Museum operations and best practices
- Sustain collaborations and communications with local community and neighboring municipalities
- Uphold fiscal Museum management
- Advocate and provide stewardship for Frisco's preservation
- Provide high caliber Museum programs and events

# WHY OUR MUSEUM MATTERS



Museums are powerful community assets economically, culturally, and educationally. They serve as places to convene and discuss issues of the day with reference to the past and in consideration of the future. Museums memorialize historic events and bear witness to political and social change. Museums foster healthy dialogue and provide a venue for renewal. Museums use their power to teach respect for cultural differences and foster community cohesion and sustainability.

The Frisco Historic Park & Museum impacts over 38,000 visitors annually and is vital for preserving and interpreting Frisco's unique and diverse history. Community members frequently express appreciation for the free Museum experience and for the Town's outstanding leadership and support in heritage tourism and preservation.

Our Museum matters to visitors seeking immersive heritage experiences and serves as the highlight of their Colorado exploration. Our Museum matters to the Town as a heritage tourism and marketing asset, and generates additional revenue. Our Museum matters to neighboring communities and governance in Summit County and throughout the rural Colorado region which recognizes us as a leader of exactly how a local municipality prioritizes history, heritage tourism and historical preservation.

We are a prospering Museum institution, we collect, preserve and present the story of Frisco. With successful preservation, we perceive ourselves in relation to time, history, places, and each other. As we look through the window of preservation, we see the past, we feel the present and we glimpse the future. We believe history matters as an essential part of the fabric of our community and in interpreting stories through historic and preserved structures, objects, and experiences we make the Town of Frisco Historic Park & Museum profoundly matter!

# HERITAGE TOURISM & MUSEUM STATISTICS



Robinson and Kokomo Odd-Fellows Picnic at Uneva Lake - Ten Mile Canyon

**38,000**

People Visit the Museum  
Annually

**360,000**

Guests Served in  
12 Years

**76%**

U.S. Leisure Travelers  
Who Visit Museums  
Spend 60% More on  
Average

**7000**

Program Participants

**400** School Students Visited the Museum

**400,000** Americans Employed at Museums

**35** Museum Programs Offered



**40%**  
Museum Visitors  
from Colorado

**850  
Million  
People**

Visit American Museums  
Annually

**10%** Attendance Increase  
to Night at the Museum

**2016 & 2017 Best of Summit Award!**

# STRATEGIC GOALS AT A GLANCE

## GOAL 1

DEVELOP A COHESIVE FACILITY AND LAND USE PLAN

## GOAL 2

UPHOLD MUSEUM BEST PRACTICES

## GOAL 3

PRESERVE FRISCO'S HERITAGE & CULTURE



## GOAL 4

MANAGE SUSTAINABLE OPERATIONS & GOVERNANCE

## GOAL 5

PROVIDE THE COMMUNITY WITH PROGRESSIVE AND DIVERSE MUSEUM EXPERIENCES AND SERVICES



Deming Family - Frisco, CO c. 1845





## STRATEGIC GOAL 2

- **UPHOLD MUSEUM BEST PRACTICES**

Comply with Museum Industry Guidelines, and Standards



### STRATEGIES:

- Provide excellent Museum services and operations
- Follow guidelines, policies and procedures in the Museum's Collections Management Plan
- Plan, develop and implement an effective collections storage space
- Install security sensors and cameras in remote Museum interiors and exterior park areas
- Allocate and dedicate additional staff time for collections management
- Merge digital archives with the Summit County archive for public access
- Retain Museum professionals by offering professional development opportunities



**Barry Barnes** reviewed **Frisco Historic Park & Museum** — 5★

Jun 23 at 3:20pm • 🌐

We've been to museums all over the nation and numerous other countries - this is the best we've ever seen! It's full of the reality of everyday living of the American past instead of the usual bravado, braggadoccio, pompousness, false patriotism, and war history. Congratulations on an exceptionally well done preservation of history, artifacts, and buildings.



Frisco Historic Park & Museum



## STRATEGIC GOAL 3

### ● PRESERVE FRISCO'S HERITAGE & CULTURE

Lead Opportunities for Historic Preservation, and Education



Excelsior Mine Office Building Preservation Project 2018

#### STRATEGIES:

- Review and update Town of Frisco Historic property inventory on a regular basis
- Review and update public art inventory
- Comply with Historic Structure Assessment guidelines for preservation and maintenance needs
- Comply with Colorado Standards in Historic Preservation
- Provide incentives for property owners and lead preservation projects in the community
- Work with professionals within the local and state wide preservation communities
- Provide resources and learning opportunities to educators, students, and colleagues in the Museum and preservation industry
- Manage Preservation Fund – Allocating donation revenue for preservation and/or restoration of historic artifacts.



## STRATEGIC GOAL 4

### • MANAGE SUSTAINABLE OPERATIONS & GOVERNANCE

#### Continue to Plan, Research, and Budget for Capital Funding



Cash Register  
on Display in Museum

#### STRATEGIES:

- Manage all cultural and heritage-related topics associated to the Frisco Historic Park & Museum, historic signage and markers, historic building designation, historic interpretation, building preservation, preservation of historic and archaeological sites with a future goal of developing a specific Cultural Heritage division.
- Conduct a financial analysis of future capital expenditures and produce a five year capital plan to include revenue sources. Capital projects to consider include, but are not limited to, building additions, preservation projects, exhibit development, collections storage, visitor amenities, maintenance, security upgrades, and technology
- Expand and manage revenue streams such as donations, retail, facility rentals, and the preservation fund – allocating donation revenue for preservation and/or restoration of historic artifacts
- Retain experienced Museum professionals by offering professional development opportunities
- Utilize museum facilities for Town leadership council meetings and retreats
- Provide and promote Museum tours and events to Town of Frisco staff and families

**Museums contribute \$21 billion to the U.S. economy each year**

**Museums annually generate over \$135 billion in economic activity and returns over \$22 billion in local, state and federal tax revenues**

**Museums and other cultural organizations return over five times in local, state, and federal tax revenue as they receive from all levels of government**



## STRATEGIC GOAL 5

### • PROVIDE THE COMMUNITY WITH PROGRESSIVE AND DIVERSE MUSEUM EXPERIENCES AND SERVICES

Deliver Excellent Experiences Through Effective Exhibits, Educational Programs, and Accurate Interpretation



#### STRATEGIES:

- Promote, advocate and champion the museum
- Implement robust marketing strategies to promote heritage tourism across all demographics
- Maintain educational and interpretive signage for accuracy and relevance
- Continue to utilize collections for education and expand interpretation and exhibitions to include, but not limited to, art, Native American history, oral history, and, artifact use
- Expand interpretation and exhibitions to include new technology
- Continue to provide educational outreach to the community
- Expand, diversify and experiment with Museum programs, tours and events
- Continue to collaborate with educational institutions such as Colorado Mountain College by recruiting and cultivating emerging Museum professionals and students
- Retain experienced Museum professionals by offering professional development opportunities
- Continue to survey, listen to, and implement guest needs, ideas and feedback
- Continue to listen to and implement staff needs, ideas, and feedback

# STRATEGIC PLAN SUMMARY



35<sup>th</sup> Anniversary  
Community Photo  
2018



The goals of the 2019-2023 Strategic Plan will be prioritized and implemented based on long term and short term tasks to be delegated, measured, realigned, and completed by Museum staff over the next five years.

As we look into the past, live in the present and walk into the future of the Museum, our mission and goals are more vital and relevant than ever in the current rapidly exploding and expanding Summit County community.

With a renewed five year plan in place, the Museum will fundamentally serve its audiences while being valued by the community it serves, and continue to adhere to standards of museum excellence. We will listen to community ideas and will proactively govern and manage operations, connect and embrace leaders, inspire learning and curiosity, and be stewards of land use and preservation.

Looking ahead, the Museum will be innovative and accurate interpreters, seek new revenue sources, demonstrate strategic thinking, and effectively adapt to new technologies.

With a robust and comprehensive five year strategic plan in place, our Museum will continue to matter as we look through windows into the past and open doors to the future!



**FRISCO**  
HISTORIC PARK & MUSEUM

Produced by  
Town of Frisco Historic Park & Museum Staff  
2018

# FRISCO HISTORIC PARK & MUSEUM

---

LONG RANGE PLAN

# 2019-2020 TOWN OF FRISCO STRATEGIC PLAN

---

- Review current and future uses of park and recommendations
- Evaluate options for additional park amenities
- Consider uses for 1<sup>st</sup> and Main building
- Prepare and present options for Town Council consideration & funding

# 2019-2023 FRISCO HISTORIC PARK & MUSEUM STRATEGIC PLAN

---

- Goal 1: Develop a cohesive facility and land use plan
- Goal 2: Uphold museum best practices
- Goal 3: Preserve Frisco's heritage & culture
- Goal 4: Manage sustainable operations & governance
- Goal 5: Provide the community with progressive and diverse museum experiences and services



# IMMEDIATE NEEDS

---

Per the FHPM Strategic Plan 2019-2023, four items were identified as immediate needs:

- Public Bathroom Facilities
- Archive
- Meeting & Education Space
- Workspace for Staff



# PUBLIC BATHROOM FACILITIES

---

38,000 visitors annually



# ARCHIVE

---

Limited space

Preservation



# MEETING & EDUCATION SPACE

---

Lunchtime Lectures

School Programs



# STAFF WORKSPACE

---

Open Concept

Three Stations



# 113 GRANITE STREET

---



- Town-owned employee housing
- Two 1920s Old Dillon Houses
- Potential for affordable housing units

# 1<sup>ST</sup> AND MAIN BUILDING

---

- Used for multiple events year-round
- \$904,000 remaining
- Last payment due January 1, 2031



# IN-HOUSE ASSESSMENT

---

- Evaluate existing programs and events
- Internal and external feedback based on visitor surveys and feedback
- Determine future needs for park-oriented event and programming space, storage, staff, etc.





# IN-HOUSE ASSESSMENT

---


- Utilize existing professional resources
- External museum and public history professionals
- Ongoing and future upkeep of historic buildings and the artifact collection.



# SITE PLAN

---

Combine FHPM site plan into the larger Central Core/Gateway Plan

- Future uses of the gazebo and park components
  - Potential for shared use with 1<sup>st</sup> and Main and 113 Granite
  - Fully consider other Town Council goals: affordable housing units, transportation, improving and expanding park space, and meeting the Town's climate action goals
  - Create a unique sense of place that cherishes and contributes to Frisco's history
- 

# FINANCIAL IMPACT

---

A total of \$10,000 was budgeted in 2019 for site planning expertise at the Historic Park and Museum.

Based on Council's direction, staff will develop a formal action plan including more detailed site planning options, and operational evaluations.

# QUESTIONS AND DISCUSSION

---





MEMORANDUM

---

---

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: SUSAN LEE, COMMUNITY PLANNER**  
**RE: EXCELSIOR BUILDING RELOCATION**  
**DATE: DECEMBER 10, 2019**

**Summary and Background:** The purpose of this work session is to provide updated information to assist Council in selecting a location for the future home for the Excelsior Building. A comprehensive list of potential sites was presented to Council at the September 10, 2019 work session. From the work session discussion, a list of priority goals was developed along with a short list properties worthy of further investigation. Staff has been conducting site analyses and community outreach on possible locations in relation to the priority goals.

Priority goals for Excelsior Building site:

- Authentic physical context
- Contribute to the overall story of Frisco
- Have a relevant future use
- High visibility
- Open and accessible to the public
- Act as a gateway element for visitors

Properties identified for further exploration by staff:

- Community Center Lawn (3<sup>rd</sup> and Granite Street)
- 8<sup>th</sup> Avenue Right of Way (Feldman proposal)
- West Main Gateway (Kayak Park/ CDOT Park and Ride Lot)
- Town Hall Lawn (West Main and Madison Avenue/Clock Tower)
- Triangle Park (East Main and 7<sup>th</sup> Avenue)

**Discussion:** In order to gain a broader perspective on the feasibility of the above properties, staff solicited assistance from local architects, planners, and designers for a brainstorming session that was held on October 10, 2019. Meeting participants were asked to consider the priority goals established by Council with respect to each of the potential sites.

The group did a brief analysis of all the sites in relation to Council goals. The three Main Street sites met all of the goals including authentic physical context, telling the story of Frisco, potential future uses, visibility, public accessibility, and gateway attractiveness. The Community Center Lawn location met fewer goals due to its lower visibility, lack of gateway potential, and questionable potential for supporting the story of Frisco. The 8<sup>th</sup> Avenue right of way site

(Feldman proposal), while visible, lacks authentic physical context, and public access along a busy highway is challenging. The group consensus was that locating the Excelsior Building in the 8<sup>th</sup> Avenue right of way would create an interesting visual element but would have no authentic context, or relevance in our current community fabric. Based on this study the group decided to focus on the three sites located on Main Street. Conceptual renderings and site plans for each of the Main Street sites can be found in Exhibit A.

**Triangle Park:** The site is currently well landscaped and attractive and serves as the eastern anchor to the Central Core and Main Street. This park is primarily used as a pass through area for both vehicular and bike/pedestrian traffic. One of the group members, appreciated locating the building here because it would create a point of interest for pedestrians and bikers making the procession back and forth to the waterfront and Marina. Triangle Park will gain about 1,000 sf of land in the southeast corner as part of the CDOT Gap Project, which will eliminate the existing slip lane and will potentially slow traffic turning on to Main. Locating an iconic building here would create a prominent, visible historical gateway that can be seen from both Summit Boulevard and Main. Locating the building here would support a variety of future uses and add activity and interest to the park.

**Town Hall Lawn:** A variety of potential uses including municipal, non-profit, or tourism based make this an attractive site for the Excelsior Building. Situated on the division between East and West Main the clock tower lawn area could become a halfway point between the Central Core and the surrounding residential and mixed-use properties.

**West Main Gateway:** The group felt that that locating the Excelsior Building at the western entrance to Main Street could act as a catalyst for the future development of West Main. Of all the sites, this location is closest to the Excelsior Building's original home. A future use supporting the recreational amenities found in this area could help tell the story of Frisco from the mining and rail history to current recreation hub and year-round, home to many. The drawbacks for this site are the lack of connection to the existing commercial hub of the Central Core, and the extensive amount of investment and entitlement work that would be necessary in order to develop this area. To fully create a sense of place and arrival many elements are needed including gateway signage, new sidewalks, a pedestrian bridge, new parking, landscaping, a future commercial building, and riverside plaza.

**Financial Impact:** The 2019 capital improvement fund (20-2000-5089) contains a placeholder of \$100,000 for relocation costs. In order to maintain realistic expectations for the costs associated with the relocation and rehabilitation of the Excelsior Building, Jeff Goble, Public Works Director, has prepared the following estimates for each of the three preferred locations:

Triangle Park (*This site would be the least difficult to make work*)

- Transport and setting costs - \$50K to \$60K
- Site Work (grading, foundation, utilities, etc.) - \$125K to \$150K (some savings may be realized if PW performs some of the work)
- Basic Building Rehab - \$25K to \$50K (substantial cost savings could be realized if PW does this work)
- Total \$200K to \$260K

Town Hall Lawn (*This site would be the second least difficult to make work*)

- Transport and Setting Costs - \$50K to \$70K

- Site Work (grading, foundation, utilities, etc.) \$140K to \$170K (some cost savings may be realized if PW performs some of the work)
- Basic Building Rehab - \$25K to \$50K (substantial cost savings could be realized if PW does this work)
- Total \$215K to \$290K

*West Main Gateway (This site would be the most difficult due to existing easements, overhead power lines and distances to existing utilities)*

- Transport and Setting Costs - \$80K to \$120K (it is possible a crane may not be able to set house due to overhead transmission lines)
- Site Work (grading, foundation, utilities, etc.) \$200K to \$250K (some cost savings may be realized if PW performs some of this work)
- Basic Building Rehab - \$25K to \$50K (substantial cost savings may be realized if PW does this work)
- Total \$305K to \$420K

It is important to note that these are rough estimates that can change over time. Costs can also vary depending on what ultimate use would be desired once the building is in place. Staff is seeking direction from Council on implementation priorities and will prepare the associated budgetary estimates for Council's review and approval.

**Alignment with Strategic Plan:** One of the goals of the Town Council's 2019-2020 Strategic Plan is to establish a plan for the Excelsior House. The goal includes identifying options for relocation of the house to a useful permanent location. This goal is within the Strategic Priority of "Creating a Sustainable Environment", whereby the "Town of Frisco will take action to collaboratively protect and sustain our treasured environment."

**Recommendation:** Staff recommends Council use this work session to explore the options presented and have a discussion regarding the selection of a future home for the Excelsior Building. Should Council select a preferred location(s), the project committee can provide more detailed site planning options, use options, and costs as needed.

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

Diane McBride, Assistant Town Manager/Recreation Director  
Bonnie Moinet, Finance Director – Approved contingent upon appropriation of additional funding in addition to \$100,000 budgeted  
Nancy Kerry, Town Manager

**Attachments:**

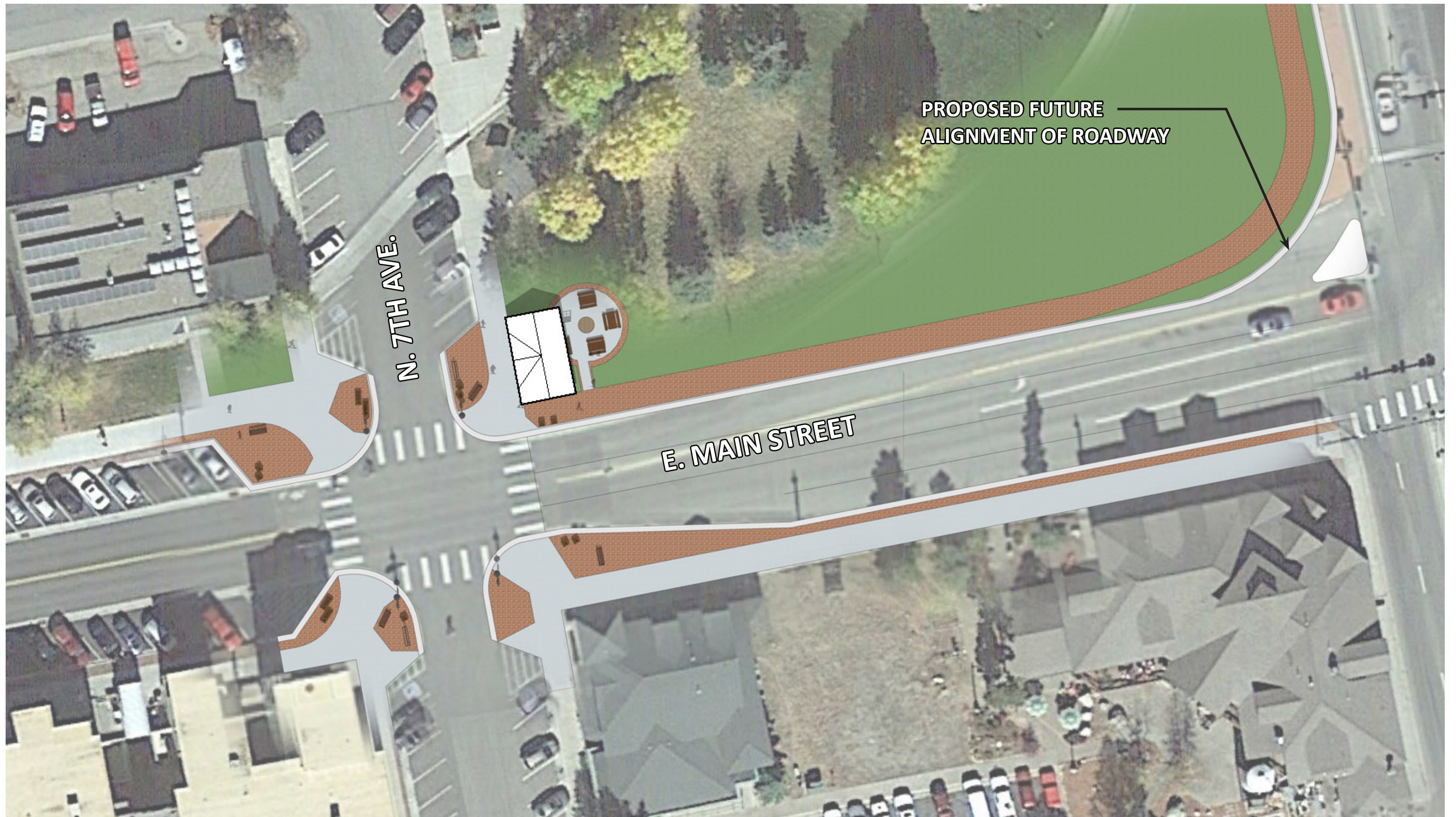
Exhibit A: Renderings of Options for Excelsior Building Placement



# EXCELSIOR BUILDING PLACEMENT

## OPTION 1: TRIANGLE PARK





Site Plan (not to scale)

# OPTION 1: TRIANGLE PARK

11.21.19



**View from corner of E. Main and 7th Ave.**



**View walking along north side of E. Main sidewalk**



**View from southeast corner of Main and 7th**



**Aerial view from southwest corner**

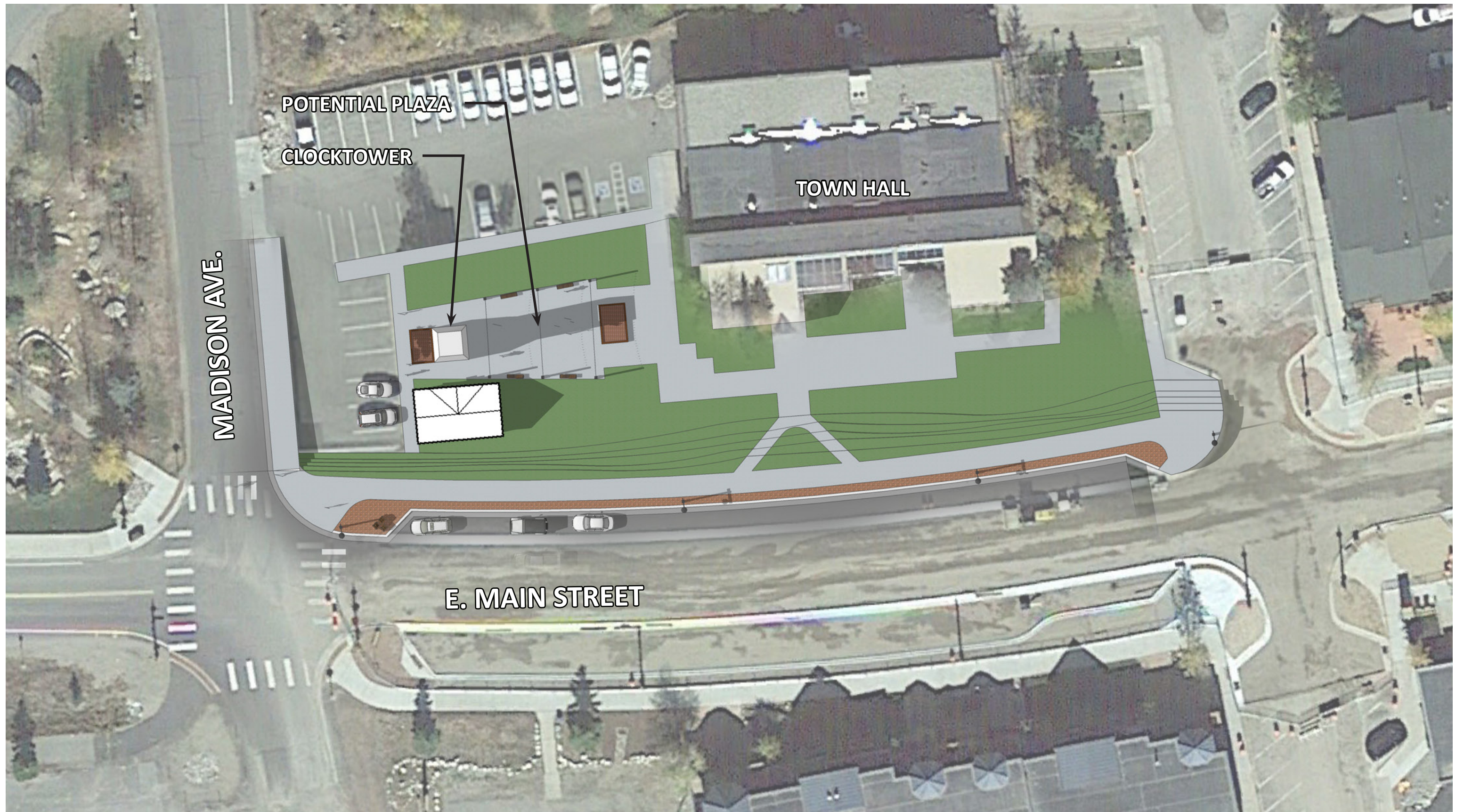
# **OPTION 1: TRIANGLE PARK**

11.21.19



# EXCELSIOR BUILDING PLACEMENT

## OPTION 2: TOWN HALL CLOCKTOWER



Site Plan (not to scale)

# OPTION 2: TOWN HALL CLOCKTOWER

11.21.19



View from parking lot



View from lawn



View from intersection of Main and Madison



Aerial view

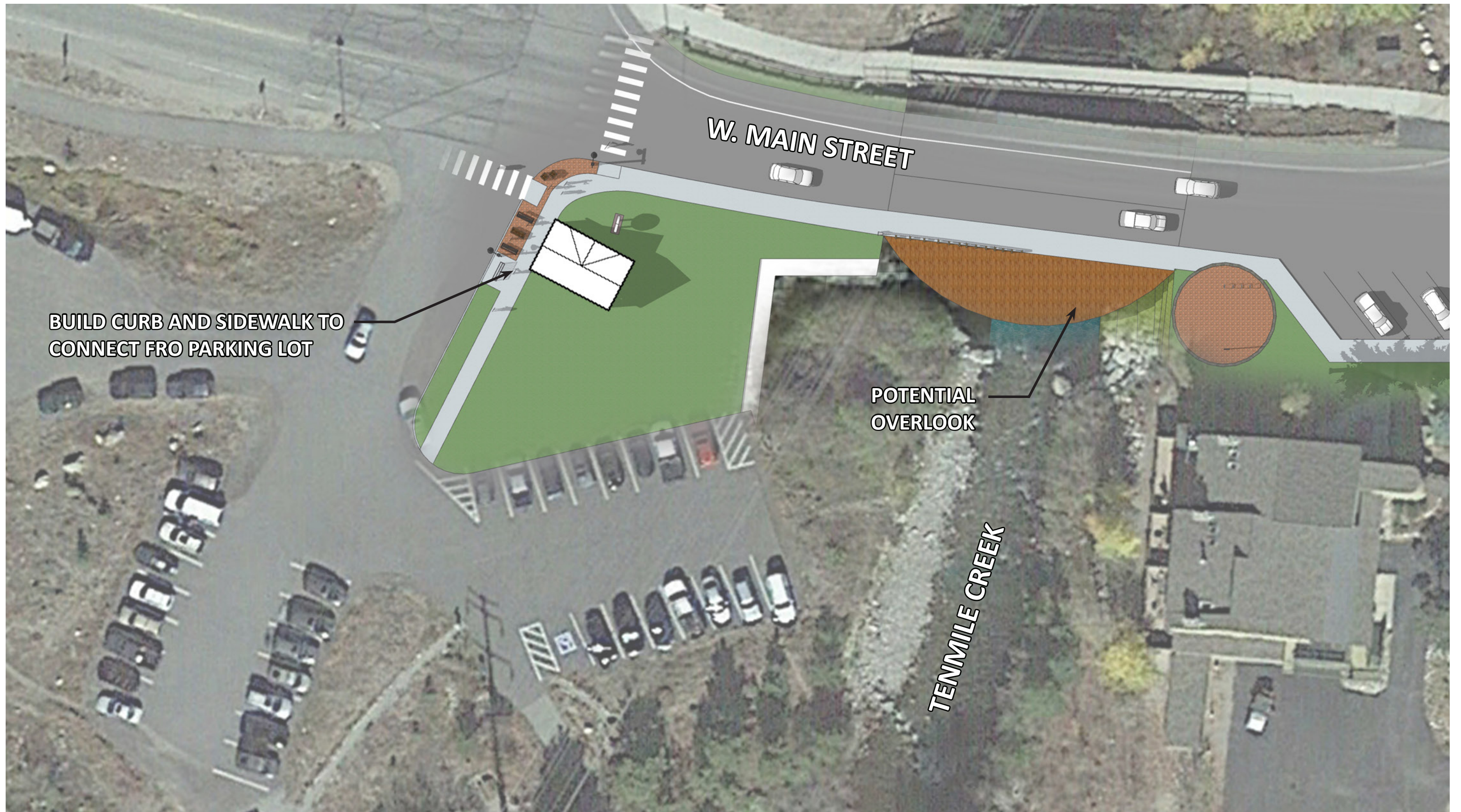
# OPTION 2: TOWN HALL CLOCKTOWER

11.21.19

# EXCELSIOR BUILDING PLACEMENT

## OPTION 3: WEST MAIN GATEWAY





BUILD CURB AND SIDEWALK TO  
CONNECT FRO PARKING LOT

POTENTIAL  
OVERLOOK

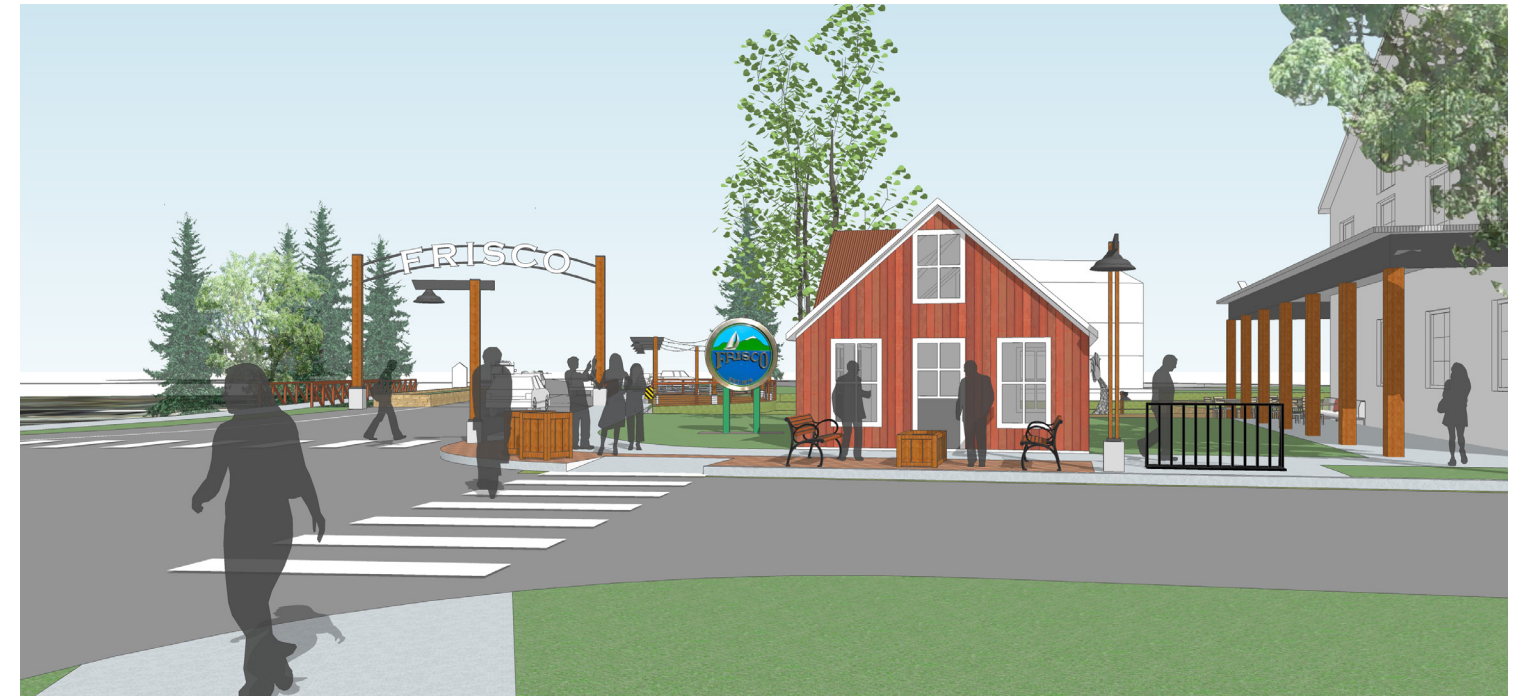
Site Plan (not to scale)

# OPTION 3: WEST MAIN GATEWAY

11.21.19



**View from southwest corner of Main and Forest**  
Initial phase



**View from southwest corner of Main and Forest**  
Potential future phase



**View from northwest corner of Main and Forest**  
Initial phase



**View from northwest corner of Main and Forest**  
Potential future phase

# **OPTION 3: WEST MAIN GATEWAY**

11.21.19





MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: NANCY KERRY, TOWN MANAGER**  
**RE: DISCUSSION TO ENTERING A MOU WITH XCEL ENERGY FOR THE COLORADO ENERGY FUTURE COLLABORATION**  
**DATE: DECEMBER 10, 2019**

**Summary and Background:** Xcel Energy would like to enter into an Energy Future Collaboration (“EFC Partnership”) - Memorandum of Understanding (MOU) with the Town of Frisco. Xcel feels that the Town of Frisco and Xcel share goals and values and would mutually benefit in this partnership. The attached draft work plan provides a strategy and framework for cooperation and achievement of a shared vision through broad collaboration, focusing on innovation, clean energy, economic development opportunities, customer choice programs and technology.

**Analysis:** The Town and Xcel Energy have many aligned interests at a local, state and federal level and desire to advance those interests in a new way, capitalizing on each entity’s strengths and expertise via partnership. To do this, the Town and Xcel Energy would be creating a holistic, collaborative, and mutually beneficial relationship that supports the community.

The proposed work plan is laid out to focus on building a track record and gaining greater experience on the broad collaboration of short-term and longer-term goals but to focus on the top three short-term priorities that are to be determined for 2020.

**Suggested Shorter Term Projects for 2020:**

1. **Increase Town Energy Efficiency via Frisco Leveraging Existing Xcel Energy Programs:** Lowering energy consumption reduces operating costs for Town businesses and residents, while lowering air pollution and greenhouse gas emissions.
2. **Energy and Carbon Emission Reduction Goals:** Frisco can leverage Xcel Energy’s statewide renewable energy plans, such as the Colorado Energy Plan, to provide a strong foundation for its renewable energy and carbon reduction goals. Xcel Energy would assist Frisco with a review of its accounts through the program Renewable\*Connect.
3. **Electrification:** Explore nearer-term opportunities for meaningful emissions reductions in transportation through electric vehicles.

**Suggested Longer Term (2021 and Beyond) Projects:**

1. Pathway to Net-Zero: The Town and Xcel Energy will work toward identifying a realistic path for the Town to reach its net-zero target, while realizing that to become net-zero will require more parties than the Town and Xcel Energy.
2. Electrification: Explore longer-term opportunities and conduct assessments to understand the feasibility, impact, and costs of potential space and water heating electrification opportunities.
3. Grid Storage Technology: Currently, the ability to reach net-zero, or carbon neutral electric energy on a “24/7” basis is linked to a cost-effective approach that stores renewable energy and delivers it back to the grid when renewable sources like solar and wind are not producing.

**Financial Impact:** Entering into a partnership with Xcel Energy through the Energy Future Collaboration partnership would require staff time to work with Xcel. The new Environmental Coordinator position to be filled by early 2020 would manage this program. Funds needed for projects that Council decides on would come from the funds set aside for environmental sustainability projects. (10- 2000-5017).

**Alignment with Strategic Plan:** Entering into an MOU with the Energy Future Collaboration aligns with the Town Council’s 2019-2020 Sustainable Environment Strategic Priority.

**Environmental Sustainability:** This partnership aligns with goals set for the Sustainable Environment Strategic Priority in the Strategic Plan.

**Staff Recommendation:**

Questions for Town Council:

- Does Council want to enter a MOU with Xcel Energy to partner in the Energy Future Collaboration Partnership?
- If agree to enter into the MOU then:
- Does Council agree with the three shorter-term priority projects?
- Does Council agree with the three long-term projects?
- How much would Council want to budget in 2020
- What type of timelines would Council like to set for short term and long-term projects?

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

Bonnie Moinet, Finance Director  
Nancy Kerry, Town Manager

**Attachments:**

Attachment 1: Draft Plan  
Attachment 2: MOU

***ATTACHMENT 1:  
XCEL COLORADO  
ENERGY FUTURE COLLABORATION  
DRAFT WORK PLAN***

DRAFT

**FRISCO AND XCEL ENERGY, COLORADO ENERGY FUTURE COLLABORATION  
2020-2021 WORK PLAN (“Work Plan”) – January 2020**

**Background**

On January \_\_\_\_, 2020, the Town of Frisco, Colorado (“**Frisco**”) and Public Service Company of Colorado, a Colorado corporation and an Xcel Energy company (“**Xcel Energy**”), entered into an Energy Future Collaboration - Memorandum of Understanding (“**MOU**”). For Frisco and Xcel Energy, the MOU provides a strategy and framework for cooperation and achievement of a shared vision through broad collaboration, focusing on innovation, clean energy, economic development opportunities, customer choice programs and technology – known as the Energy Future Collaboration Partnership (“**EFC Partnership**”). A copy of the MOU is attached and incorporated into this Work Plan. Section 4.1 of the MOU contemplates that upon execution of the MOU, the Parties will develop a plan to advance the EFC Partnership, which is this Work Plan for 2020-2021. Frisco and Xcel Energy are collectively called the “**Parties.**”

This Work Plan details the anticipated deliverables under the EFC Partnership for 2020 – 2021 and follows the guiding principles in the MOU (see Section 3 of the MOU). It has refined priority community plans and projects using Attachment 1 to the MOU as a guidepost. More specifically, this Work Plan addresses each of the following for proposed EFC Partnership projects and plans:

- Brief project/plan description;
- Project objective;
- Anticipated resources needed from Frisco, Xcel Energy and any partners;
- Process maps, as needed;
- Funding source(s);
- Anticipated timelines;
- Measurement metrics, including what data may be needed; and
- Any other information deemed necessary by the Parties including coordination with and approvals from, the Colorado Public Utilities Commission, as applicable.

In prioritizing the items to be performed in this Work Plan, the Parties have considered their shared vision in the MOU as well as regulatory requirements in Colorado. Recognizing the new nature of the EFC Partnership, the Parties are focused on building a track record and gaining greater experience on this broad collaboration. In light of this, Frisco and Xcel Energy have outlined short-term and longer-term goals and are focusing on the top **three** short-term priorities for 2020. Additionally, the Parties recognize that we will be learning through this process and may need to update and modify this Work Plan, from time-to-time.

**2020-2021 Work Plan**

***Shorter Term (2020) Projects***

1. **Project #1: Increase Town Energy Efficiency via Frisco Leveraging Existing Xcel Energy Programs**

Lowering energy consumption reduces operating costs for Town businesses and residents, while lowering air pollution and greenhouse gas emissions. Energy efficiency is the lowest cost energy resource and should be utilized across all sectors to achieve the shared vision. Frisco has prioritized and budgeted for an increased number of energy efficiency upgrades in 2020 and beyond.

- A. *Project objective:* TBD – [e.g., decrease energy consumption through Xcel Energy programs by \_\_\_\_\_ Kwh and \_\_\_\_\_ Dth or program participation (measured by program count) by \_\_\_\_%]The 2020 focus will be on municipal facilities.
- B. *Anticipated resources needed from Frisco, Xcel Energy and any partners:*
- Frisco: Town staff time and costs associated with programs, as applicable
  - Xcel Energy: Provide a detailed review session for Frisco on current company energy efficiency offerings. Provide in-house resources to answer questions on company programs.
  - Partners: None, but evaluate as appropriate.
- C. *Process maps, as needed:* None
- D. *Funding source(s):*
- Frisco: Up to \$\_\_\_\_\_ budgeted for 2020.
  - Xcel Energy: Participation to the extent allowed by, and in accordance with, then-current rules and regulations regarding company offered energy efficiency programs and plan.
  - Partners: As applicable.
- E. *Anticipated timelines:* 12 months, i.e., January 2021.
- F. *Measurement metrics, including what data may be needed:* Savings metrics as outlined pursuant to specific program, which would include deemed or actual savings, as applicable. [Use 2019 community report, which is based upon 2018 data, as baseline OR some average of historic trends – e.g., 3 years].
- G. *Other information deemed necessary by the Parties:* As applicable, including any coordination with the PUC.

## 2. Project #2: Energy and Carbon Emission Reduction Goals

Frisco can leverage Xcel Energy's statewide renewable energy plans, such as the Colorado Energy Plan, to provide a strong foundation for its renewable energy and carbon reduction goals.

### A. *Project/plan objective:*

- **Accounting of Town's Current Energy Portfolio:** Work with the Town to undertake an accounting of the Town's current energy portfolio.
- **Deeper Dive of Customer Programs Available to Town:** Xcel Energy will provide an "apples-to apples" comparison of Xcel Energy clean energy programs available to the Town for municipal facilities, including WindSource, Renewable\*Connect, Solar\*Rewards, Solar\*Rewards Community and net metering, etc. As part of this, the

Parties may be able to work with certain developers to provide more background from them regarding the Xcel Energy programs that involve them, e.g., solar gardens.

- Renewable\*Connect: Xcel Energy will assist Frisco with review of its accounts in anticipation of possible participation by the Town in this program.
- Policy Coordination: The Parties will seek areas of mutual alignment regarding policy matters.

B. *Anticipated resources needed from Frisco, Xcel Energy and any partners:*

- Frisco: Staff time.
- Xcel Energy: Internal resources to provide (1) Town renewable portfolio accounting; (2) the “apples to apples” customer program offerings regarding renewable energy products; (3) assistance with Town accounts in anticipation of Renewable\*Connect performance; and (4) information about overall company plans and policies that may overlap with Frisco objectives.
- Partners: None as of January, 2020, but evaluate as appropriate.

C. *Process maps, as needed:* None.

D. *Funding source(s):*

- Frisco: Staff resources as well as program costs, as applicable.
- Xcel Energy: Participation to the extent allowed by, and in accordance with, then-current rules and regulations regarding company offered customer choice programs and plan.
- Partners: None as of January, 2020, but evaluate as appropriate.

E. *Anticipated timelines:*

- Deeper dive regarding “apples to apples” comparison of customer programs: Q120
- Preparation for Renewable\*Connect for Town facilities: Q2 and Q3 2020
- Policy coordination: On-going in 2020

F. *Measurement metrics, including what data may be needed:* TBD

H. *Other information deemed necessary by the Parties:* As applicable, including any coordination with the PUC.

### 3. **Project #3: Electrification**

Explore more nearer-term opportunities for meaningful emissions reductions in transportation through electric vehicles.

A. *Project/plan objective:* Xcel Energy and the Town will meet to discuss EV opportunities and Frisco will share data regarding existing EV vehicles to help parties understand how electrification of the Town’s fleet vehicles might benefit the Town’s goals.

B. *Anticipated resources needed from Frisco, Xcel Energy and any partners:*

- Frisco: Internal resources

- Xcel Energy: Internal resources to support a new pilot project and implementation of the same.
  - Partners: None as of January, 2020, but evaluate as appropriate.
- C. *Process maps, as needed:* None
- D. *Funding source(s):*
- Frisco: Staff time.
  - Xcel Energy: Staff time and other assistance with any pilot that the Parties may agree upon.
  - Partners: None as of January, 2020, but evaluate as appropriate.
- E. *Anticipated timelines:*
- Evaluate 2019 EV data and formulate plan in Q1 and Q220
- F. *Measurement metrics, including what data may be needed:* 2019 EV data
- I. *Other information deemed necessary by the Parties:* As applicable, including any coordination with the PUC.

### **Longer Term (2021 and Beyond) Projects**

1. **Goal - Pathway to Net-Zero:** The Town and Xcel Energy will work toward identifying a realistic path for the Town to reach its net-zero target, while realizing that to become net-zero will require more parties than the Town and Xcel Energy. Analyses of the Town's electric demand, both for Town facilities/operations and community-wide usage, will be part of this process. This effort will also include a list of actions related to energy demand and consumption that could be taken to move the Town toward its net-zero goal.
  - Exploring Xcel Energy tools and programs at a variety of levels to support the Town and communities with similar renewable aspirations; and
  - Creating a roadmap and plan that would support the Town and similar communities reaching their goals, including incorporation of (i) Xcel Energy's addition of future solar and wind resources and other clean energy sources to its system as part of Xcel Energy's planning process, and (ii) expanding programs like Renewable\*Connect to allow residents, customers, and businesses to participate in additive renewable products, constructed and operated here in Colorado.
  - *Tentative 2021 plans:* Analyses of the Town's electric demand, both for Town facilities/operations and community-wide usage. Draft an initial list of actions related to energy demand and consumption that could be taken by both Parties to move the Town toward its net-zero goal. Also explore energy design and code assistance.
2. **Goal - Electrification:** Explore, long-term, conduct assessments to understand the feasibility, impact, and costs of potential space and water heating electrification opportunities. In addition, the Parties can collaborate on future policy mandates, related to electrification, as applicable and appropriate, e.g., any future Zero Emissions Vehicle mandate.

- *Tentative 2021 plans:* Possibly start to study these opportunities.

3. **Goal - Grid Storage Technology:** Currently, the ability to reach net-zero, or carbon neutral electric energy on a “24/7” basis is linked to a cost-effective approach that stores renewable energy and delivers it back to the grid when renewable sources like solar and wind are not producing. Xcel Energy is already undertaking certain battery storage pilots and the Town and Xcel Energy will focus on lessons learned and determine if there are opportunities for pilots in the Town.

- *Tentative 2021 plans:* Share results, to the extent allowed, of current pilots.

DRAFT



***ATTACHMENT 2:  
XCEL COLORADO  
ENERGY FUTURE COLLABORATION  
DRAFT MOU***

DRAFT

**ATTACHMENT TO FRISCO/XCEL ENERGY 2018-2019 WORK PLAN**

***ENERGY FUTURE COLLABORATION - MEMORANDUM OF UNDERSTANDING BETWEEN  
THE TOWN OF FRISCO, COLORADO AND XCEL ENERGY***

This Memorandum of Understanding (“**Memorandum**”) dated January 2, 2020, outlines various overarching values, goals and shared principles between the Town of Frisco (the “**Town**”) and Public Service Company of Colorado, a Colorado corporation and an Xcel Energy company (“**Xcel Energy**”). The Memorandum provides a strategy for cooperation and achievement of a shared vision through broad collaboration, focusing on innovation, clean energy, economic development opportunities, customer choice programs and technology (“**Energy Future Collaboration**” or “**EFC Partnership**”). The Town and Xcel Energy are each a “**Party**” and collectively the “**Parties**” to this Memorandum.

**BACKGROUND**

- A. The Town is a Colorado home rule municipality and located in Summit County. It is responsible for protecting the public health and safety of its residents.
- B. The Town has various clean energy, economic development, public works and innovation goals and desires, which have been developed in collaboration with the community including with Xcel Energy, at times.
- C. Xcel Energy is a statewide, integrated public utility energy provider, which is regulated by the Colorado Public Utility Commission (“**PUC**”). Xcel Energy provides electric and natural gas service to the Town and its residents.
- D. Over the decades, a strong tradition of working together has progressed between the Town and Xcel Energy, resulting in an interwoven history linked to the Town’s growth, development, planning and energy needs and objectives.
- E. The Town and Xcel Energy have many aligned interests at a local, state and federal level and desire to advance those interests in a new way, capitalizing on each entity’s strengths and expertise via partnership.
- F. To do this, the Town and Xcel Energy are creating a holistic, collaborative, mutually beneficial relationship that supports the community.
- G. The Town and Xcel Energy desire to memorialize, in this Memorandum, their shared vision, guiding principles, values and goals regarding the EFC Partnership.

## **MUTUAL COLLABORATION**

### **VALUES**

We seek to lead with our values. The standards that define what the community, the Town and Xcel Energy determine are important and desirable are the values. In essence, values help shape the “why” of what we do on a daily basis. Overall, the community has a large impact on determining both the Town’s and Xcel Energy’s values. Below are the Town and Xcel Energy values related to the EFC Partnership.

- 1.1 *Reliable and Affordable Energy:* Xcel Energy must deliver *safe, reliable, and affordable energy* that its customers need and expect, including adding cost effective renewable energy to its system.
- 1.2 *Emission Reductions:* Reducing air pollution and greenhouse gas emissions will benefit Town residents, visitors, and businesses, through improved public health, additional economic opportunities, and long-term energy price stability.
- 1.3 *Economic Development:* Innovation and technology as well as investment in clean energy resources provide opportunities to boost the local and state economy, attract businesses, and be an innovation leader.
- 1.4 *Thriving Energy Provider:* Xcel Energy continuing to be a healthy business and a thriving energy provider is essential to the Town achieving its goals and objectives – ranging from the Town advancing its environmental goals to advancing economic development efforts – as well as to the success of the EFC Partnership.
- 1.5 *Thriving Town:* The Town continuing to be a healthy and thriving community is essential to Xcel Energy achieving its goals and objectives as well as to the success of the EFC Partnership.
- 1.6 *Regional Collaboration:* EFC Partnership solutions should be sought through regional collaboration whenever feasible.
- 1.7 *Community and Stakeholder Input:* Community and stakeholder input regarding the EFC Partnership priorities will be sought through each Parties established processes and any new processes that the Town and Xcel Energy believe may be beneficial to the EFC Partnership.

### **VISION**

Aspirations and goals, which drive a desired future, represent a person or organization’s vision. Each of the Town and Xcel Energy has a vision and, as part of the EFC Partnership, they have identified a shared vision.

- 2.1 *The Town’s Vision:* In 2019 the Town adopted a revised Community Plan that focuses on the visions and values of the community and outlines strategic actions necessary for implementation. With this foundation, the Town promotes several green initiatives, which identify actions the Town can take to sustain the Town’s resources. Protection of the natural environment and community

sustainability are guiding principles. Currently the Town has a goal of becoming a net-zero community by 2030.

- 2.2 *Xcel Energy's Vision:* Xcel Energy will be the preferred and trusted provider of the energy its customers need. As such, Xcel Energy wants to partner with the Town to support the Town's energy vision, goals and objectives and also advance its plans that align with those of the Town and Xcel Energy's customers.
- 2.3 *Shared Vision:* Through the EFC Partnership, in areas of mutual alignment, the Town and Xcel Energy will work to support and achieve each other's vision and objectives, for the benefit of residents, businesses and the broader community.

### **GUIDING PRINCIPLES**

As the Town and Xcel Energy, in conjunction with the community, seek achievement of their shared vision certain tenets will be followed. These principles will supply the "how" of achieving the shared vision and execution of the EFC Partnership.

- 3.1 *Collaboration:* The Town and Xcel Energy will work collaboratively to achieve the shared vision, with respect, transparency and innovative thinking as well as by establishing open and effective channels of communication to further our shared vision. They will also look to share lessons learned from other communities that are participating in similar collaborations with Xcel Energy.
- 3.2 *Prioritization:* The Parties will make the EFC Partnership, and its successful implementation, a priority. As part of this, the Parties will prioritize their goals and objectives.
- 3.3 *Scalability:* The EFC Partnership paradigm developed between the Parties must be scalable and available to other communities in Colorado.
- 3.4 *Avoidance of Cost Shifting:* Pursuit and execution of the EFC Partnership, including renewable energy and sustainability targets, will be in a manner that is cost effective to Town residents and does not shift costs among them or to others in the State.
- 3.5 *Public Policy Support:* The Town and Xcel Energy will collaborate to advance public policy matters at the state and local level where they share common interests. However, nothing in this Memorandum requires the Town to take any action that it deems not to be in its best interest.
- 3.6 *Colorado Regulatory Model:* The state regulatory model will be fully utilized to support the EFC Partnership and the Parties support using this model to achieve the shared vision. The Parties also agree that this model supports Xcel Energy being a thriving energy provider.
- 3.7 *Leveraging Town Efforts:* The EFC Partnership will support the Town's efforts that buttress the Town's goals, such as collaboration on federal and private grants and funding opportunities that align with the partnership efforts.

- 3.8 *Leveraging Xcel Energy Statewide Efforts:* The EFC Partnership will support Xcel Energy's efforts that buttress Town goals, such as Xcel Energy's Colorado Energy Plan, and broader carbon reduction plan which provides a jump start on the Town achieving its sustainability and environmental objectives in an economic manner.

***COLLABORATION FOR RENEWABLE ENERGY, ADVANCED TECHNOLOGY AND THE ECONOMY - PLANNING, PROGRESS AND EXECUTION***

- 4.1 *Planning and Deliverables:* The Parties will develop a plan to advance the EFC Partnership, typically on a biennial basis (the "**Work Plan**"). The Work Plan for each time period will detail the deliverables to be presented and will follow the guiding principles outlined in this Memorandum. The Parties will use their best efforts to achieve such deliverables. An overview of the Work performed and the results achieved will be prepared by the Parties on an annual basis. In prioritizing the items to be performed in a specific Work Plan, the Parties will consider the shared vision as well as regulatory requirements in Colorado and will focus on selecting the top two to three priorities. Initial ideas for the Parties to consider for the Work Plan are outlined in Attachment 1 to this Memorandum. These ideas are not exhaustive or controlling, but illustrative.
- 4.2 *Meetings and Staffing:* The Town and Xcel Energy will meet at least quarterly. The Parties will provide staff and resources appropriate to support the work.
- 4.3 *CPUC:* The Parties recognize that future action taken by Xcel Energy to support the Town's goals and the EFC Partnership may be subject to state regulatory utility requirements under Colorado law. If the Parties agree on certain actions in support of the EFC Partnership that require state regulatory approval, they agree to cooperatively work together to seek necessary approvals or regulatory changes to facilitate such regulatory approvals. Program costs and customer incentives offered by Xcel Energy to its customers in Colorado extending beyond the scope of programs offered to all Xcel Energy customers will be the responsibility of the Town or, as applicable, another entity that has agreed to be responsible. The Town will be able to decide if it wishes to participate in any EFC Projects that would cost the Town additional money.
- 4.4 *Waiver and Legal Applicability.* Nothing in this Memorandum constitutes a waiver of the Town ordinances, the Town's regulatory jurisdiction or Colorado's utility regulatory jurisdiction. It is agreed by the Parties that nothing in this Memorandum will be deemed or construed as creating a joint venture, trust, partnership, or any similar legal relationship among the Parties. Each Party shall be responsible for its own obligations under this Memorandum. The Parties agree that this Memorandum is to memorialize the intent of the Parties regarding the EFC Partnership, but does not create a legal agreement between the Parties. There will be no legal or equitable remedies available to either of the Parties if the other Party fails for any reason to fully comply with this Memorandum. This Memorandum is for the benefit of the Parties and does not create third party rights.

- 4.5 *No Impact on Franchise Agreement or other Agreement.* The Town and Xcel Energy are parties to a Franchise Agreement, effective as of January 21, 2013 and adopted as Ordinance No. 13-03, Series 2013 ("**Franchise Agreement**"). The Franchise Agreement has no impact on this Memorandum, which Memorandum likewise does not alter or modify the Franchise Agreement.
- 4.6 *Duration.* The EFC Partnership is a new endeavor and therefore the Parties want to provide adequate time to develop the partnership and successfully implement its goals and Work Plans. It is anticipated that the duration will coincide with the term of the Franchise Agreement, but either Party may end the EFC Partnership at any time in the event it elects to do so.

This Memorandum has been signed on the date first above written.

TOWN OF FRISCO

By \_\_\_\_\_

Its \_\_\_\_\_

XCEL ENERGY

By \_\_\_\_\_

Its \_\_\_\_\_

ATTACHMENT 1– EFC PARTNERSHIP WORK PLAN IDEAS

*Potential Near-Term Focus Areas*

1. **Energy Efficiency:** Lowering energy consumption reduces operating costs for Town businesses and residents, while lowering air pollution and greenhouse gas emissions. Energy efficiency is the lowest cost energy resource and should be utilized across all sectors to achieve the shared vision. The Town has prioritized and budgeted for energy efficiency upgrades in 2020 and beyond. Through its existing programs, Xcel Energy will assist in these efforts through providing the following as currently available: rebates, free or discounted lighting and energy audits, and other technical assistance and programs.
2. **Renewable Energy and Carbon Emission Reduction Goals:** The Town can leverage Xcel Energy’s statewide renewable energy plans, such as the Colorado Energy plan, to provide a strong foundation for its renewable energy and carbon reduction goals. Building upon that foundation, the Town and Xcel Energy would like to explore renewable energy offerings that can support the Town meeting its 2030 goal to be net-zero coming from additive renewable energy on the Xcel Energy grid, e.g., through programs like Renewable\*Connect and Solar\*Rewards Community, etc.
3. **Transparency and data access:** The success of this relationship will depend, in part, on cooperative sharing of information and data in a timely manner. Sharing should be in alignment with EFC partnership activities and be to the full extent permitted by law and data sharing capabilities.

*Potential Long-Term Focus Areas*

1. **Pathway to Net Zero:** The Town and Xcel Energy will work toward identifying a realistic path for the Town to reach its goal. Analyses of the Town’s electric demand, both for Town facilities/operations and community-wide usage, will be part of this process. This effort will also include a list of actions that could be taken by both Parties to move the Town toward its net-zero goal, including:
  - o Exploring Xcel Energy tools and programs at a variety of levels to support the Town and communities with similar renewable aspirations; and
  - o Creating a roadmap and plan that would support the Town and similar communities reaching their goals, including incorporation of (i) Xcel Energy’s addition of future solar and wind resources and other clean energy sources to its system as part of Xcel Energy’s planning process, along the lines of the Colorado Energy Plan and broader carbon reduction plan; and (ii) expanding programs like Renewable\*Connect to allow residents, customers, and businesses to participate in additive renewable products, constructed and operated here in Colorado.

2. **Electrification:** Explore more nearer-term opportunities for meaningful emissions reductions in transportation through electric vehicles and, long-term, conduct assessments to understand the feasibility, impact, and costs of potential space and water heating electrification opportunities.
3. **Grid Storage Technology:** Currently, the ability to reach net-zero is linked to a cost-effective approach that stores renewable energy and delivers it back to the grid when renewable sources like solar and wind are not producing. Xcel Energy is already undertaking certain battery storage pilots and the Town and Xcel Energy will focus on lessons learned and determine if there are opportunities for pilots in the Town.

DRAFT



## Report Criteria:

Business.License status = "Active"  
 Business.Year opened = "November 2019"  
 Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Electrify America	Electrify America	840 Summit Boulevard	Frisco	703-636-3671	Retail - General
In	Jolina Karen Inc.	Swinger, Jason	719 Ten Mile Drive Unit F	Frisco	970-389-4513	Health/Beauty
Out	A and A Quality Appliance	Ewing, Charles	321 West 84th Avenue	Thornton	720-772-3450	Retail - Furnishings
Out	Blue Valley Garage Door	Baker, Mark	78 County Road 1001	Silverthorne	970-575-0300	Retail - HomeImprove
Out	Canyon Glass & Gutters	Davison, Tracy	233 3rd Avenue	Idaho Springs	303-567-2199	Retail - HomeImprove
Out	Classic Metals	Pagliasottie, Debra and Anthony	1299 East 58th Avenue	Denver	303-288-8802	Retail - HomeImprove
Out	Cornerstone Home Lending	Laird, Marcus	409 East Main Street Suite 220G	Frisco	303-819-6210	Services
Out	Dick's Sporting Goods	Dick's Sporting Goods	345 Court Street	Coraopolis	724-273-3269	Retail - General
Out	Egress Inc	Dischner Construction Services	2963 West 91st Place	Denver	303-438-6888	Retail - HomeImprove
Out	Extract Labs	Extract Labs	3620 Walnut Street	Boulder	303-927-6130	Retail - General
Out	Flacos Plumbing	Moreno, Alfonzo	4991 Rusty Nail Point	Colorado Springs	719-200-0111	Retail - HomeImprove
Out	Golf Galaxy	Golf Galaxy Golf Works	345 Court Street	Coraopolis	724-273-3269	Retail - General
Out	Haines Jones & Cadbury	Gueydan, Suzzane	2001 Joshua Road	Lafayette Hill	610-649-1430	Retail - HomeImprove
Out	IFB Enterprises	Ponds, Karen	253 Highwood Terrace	Frisco	970-409-9841	Services
Out	OfficeScapes	Jupiter I LLC	4950 South College Avenue #A	Fort Collins	970-223-5959	Retail - Furnishings
Out	Parts Town LLC	Sherwoon, Lori	1200 Greenbriar Drive	Addison	800-438-8898	Retail - HomeImprove
Out	Pure Haven Essentials	Pure Haven Essentials	1 Carding Lane	Johnston	401-289-2900	Retail - General
Out	Pye Barker Fire & Safety	Proctor, Barton	3159 Baron Lane	Rifle	970-625-4533	Retail - General
Out	Rockridge Building Co.	Rockridge Building Co.	1705 Airport Road Unit #4	Breckenridge	970-453-9647	Retail - HomeImprove
Out	Summit Systems Home LLC	Sullivan, David and Jean	97 Sunlight Drive	Dillon	970-668-9492	Retail - HomeImprove
Out	Sutherland Construction	Sutherland, Paul	142 Blue Lakes Road	Breckenridge	970-589-6021	Retail - HomeImprove
Out	Z Supply	Z Supply	18001 Cowan #A	Irvine	949-236-6988	Retail - General

**RECORD OF PROCEEDINGS  
MINUTES OF THE REGULAR MEETING  
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO  
NOVEMBER 26, 2019**

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

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

**Absent:**

**Public Comment:**

There was no public comment.

**Council Comment:**

Mayor Wilkinson recognized Police Sargent Janelle Moore for the Norm Early Criminal Justice Award, presented by the Colorado Organization for Victim Assistance.

**Presentation:**

Mayor Wilkinson presented the Frisco's Finest Award to Lynda Colety, owner of the Moose Jaw

**Consent Agenda:**

- Minutes November 12, 2019 Meeting
- Warrant List
- Purchasing Cards

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

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

**Old Business:**

Agenda Item #1: Second Reading, Ordinance 19-22, an Ordinance Amending the Code of Ordinances of the Town of Frisco, Colorado, by Repealing and Reenacting Chapter 65, Concerning Building Construction and Housing Standards, to Adopt by Reference, with Certain Amendments, the International Building Code, 2018 Edition, the International Residential Code,

2018 Edition, the International Fire Code, 2018 Edition, the National Electrical Code, 2017 Edition, the International Code Council Electrical Code Administrative Provisions, 2006 Edition, the International Mechanical Code, 2018 Edition, the International Plumbing Code, 2018 Edition, the International Fuel Gas Code, 2018 Edition, the International Energy Conservation Code, 2018 Edition, the International Existing Building Code, 2018 Edition, the International Swimming Pool and Spa Code, 2018 Edition, the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, LEED (Leadership in Energy and Environmental Design) v4.1, and in Connection with the Same, Adopting a Construction Permit Fee Schedule STAFF: RICK WEINMAN 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

Building Official Rick Weinman stated that the purpose of this ordinance is to update the Town's construction codes to the latest published editions from the International Code Council. The Ordinance includes a set of code amendments tailored to our location and environment, consistent with those of Summit County, the Towns of Breckenridge, Dillon, and Silverthorne, and Summit Fire & EMS Authority, and supportive of the Summit Community Climate Action Plan. The Ordinance also includes a revised construction permit fee schedule. At the Council's last work session, Council provided direction that has been included in the ordinance regarding sustainability code, IECC Amendments, Fire Hazard Mitigation, gender-neutral bathrooms, and construction permit fee schedules. Mayor Wilkinson opened the public hearing at 7:23 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:24 p.m.

**MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE ON SECOND READING, ORDINANCE 19-22, AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, BY REPEALING AND REENACTING CHAPTER 65, CONCERNING BUILDING CONSTRUCTION AND HOUSING STANDARDS, TO ADOPT BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE, 2018 EDITION, THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, THE INTERNATIONAL FIRE CODE, 2018 EDITION, THE NATIONAL ELECTRICAL CODE, 2017 EDITION, THE INTERNATIONAL CODE COUNCIL ELECTRICAL CODE ADMINISTRATIVE PROVISIONS, 2006 EDITION, THE INTERNATIONAL MECHANICAL CODE, 2018 EDITION, THE INTERNATIONAL PLUMBING CODE, 2018 EDITION, THE INTERNATIONAL FUEL GAS CODE, 2018 EDITION, THE INTERNATIONAL ENERGY CONSERVATION CODE, 2018 EDITION, THE INTERNATIONAL EXISTING BUILDING CODE, 2018 EDITION, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, 2018 EDITION, THE UNIFORM CODE FOR THE ABATEMENT OF DANGEROUS BUILDINGS, 1997 EDITION, LEED (LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN) V4.1, AND IN CONNECTION WITH THE SAME, ADOPTING A CONSTRUCTION PERMIT FEE SCHEDULE SECOND, COUNCIL MEMBER SHANER. VOTE:**

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

**Executive Session:**

Agenda Item #2: Executive Session Pursuant to C.R.S. 24-6-402(4) (f), Personnel Matters - Town Manager, Town Attorney Performance Review

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO ENTER INTO AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) (F), PERSONNEL MATTERS - TOWN MANAGER, TOWN ATTORNEY PERFORMANCE REVIEW. SECOND, COUNCIL MEMBER SHERBURNE. VOTE:**

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

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO EXIT AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) (F), PERSONNEL MATTERS - TOWN MANAGER, TOWN ATTORNEY PERFORMANCE REVIEW. SECOND, COUNCIL MEMBER SHERBURNE. VOTE:**

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

**Adjourn:**

There being no further business, the meeting adjourned at 8:00 p.m.

Respectfully Submitted,

---

Deborah Wohlmuth, CMC  
Town Clerk

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
RESOLUTION 19-36**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FRISCO APPROPRIATING A CONDITIONAL EXCHANGE WATER RIGHT AND AUTHORIZING THE FILING OF A WATER COURT APPLICATION.

WHEREAS, the Town of Frisco is a home-rule municipality authorized by law to own and maintain recreational facilities and open space property; and

WHEREAS, the Town is responsible for developing and maintaining adequate sources of water supply to provide municipal water services within its service area; and

WHEREAS, to provide municipal water services, the Town has obtained and operates under several decrees for water rights and a plan for augmentation; and

WHEREAS, the Town has received Army Corps of Engineers approval of and a permit for the Town's compensatory wetland mitigation plan for the Frisco Bay Marina "Big Dig" project; and

WHEREAS, as part of its permitted compensatory wetland mitigation, the Town is required to reestablish and preserve a 0.41-acre wetland within the "Hawn Drive Site" shown on attached **Exhibit A**; and

WHEREAS, the Town's technical and legal consultants have determined that the compensatory wetland mitigation on the Hawn Drive Site will result in potential out-of-priority depletions to the Meadow Creek stream system due to new consumption of water by the wetland vegetation; and

WHEREAS, the Town seeks to ensure that its compensatory wetland mitigation on the Hawn Drive Site will operate in compliance with Colorado law by being included in a decreed plan for augmentation; and

WHEREAS, the Town further seeks to ensure that it may operate a decreed exchange to deliver its augmentation supply to replace any out-of-priority depletions attributable to the compensatory wetland mitigation on the Hawn Drive Site.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Frisco, Colorado, as follows:

1. That the Town hereby appropriates the conditional appropriative right of exchange described in attached **Exhibit B**.
2. That the Town hereby authorizes and directs its staff, consultants, and attorneys to file an application in the Water Court for Water Division 5, for approval of an augmentation plan, including exchange, under which the Town will replace any out-of-priority depletions attributable to the compensatory wetland mitigation on the Hawn Drive Site; and for confirmation of the conditional appropriative right of exchange described in **Exhibit B**.

INTRODUCED, READ AND ADOPTED THIS 10<sup>TH</sup> DAY OF DECEMBER, 2019.

Town of Frisco, Colorado:

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

ATTEST:

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

Exhibit A to Resolution of Town Council  
Hawn Drive Site



**Exhibit B to Resolution of Town Council**  
**Description of Conditional Appropriative Right of Exchange**

1. Name of exchange: Hawn Drive Wetland Mitigation Exchange.
2. Exchange-from point: Dillon Reservoir, the dam for which is located generally in portions of the NE 1/4, Section 13, T5S, R78W, and of the NW 1/4, Section 18, T5S, R77W, all of the 6th P.M., in Summit County, Colorado.
3. Exchange-to point: The location at which depletions attributable to the compensatory wetland mitigation on the Hawn Drive Site, located between State Highway 9 and Interstate 70 in in Summit County, Colorado (UTM coordinates: Easting 405481; Northing 4382407; Zone 13), within the Town's existing Reserve Open Space, impact Meadow Creek.
4. Source of substitute supply: Water available to 62.892 shares of the Class A, Series 1 common stock owned or controlled by the Town in the Clinton Ditch and Reservoir Company.
5. Appropriation date: The date on which the Town's legal counsel files an application in the Division 5 water court in accordance with this Resolution.
6. Exchange rate and volume: As determined by the Town's consulting engineer on or before the date of filing of the water court application, and estimated as of the date of this Resolution to be 0.0054 cfs, up to 1.59 acre-feet per year, CONDITIONAL.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: DIANE McBRIDE, ASSISTANT TOWN MANAGER**  
**RE: ORDINANCE 19-24 GRANTING A DEED OF CONSERVATION EASEMENT TO COLORADO OPEN LANDS FOR THE PURPOSE OF THE CONSERVATION OF AN AREA KNOWN AS THE MEADOW CREEK WETLANDS**  
**DATE: DECEMBER 10, 2019**

**Summary and Background:** Town of Frisco obtained a US Army Corps of Engineers (Corps) permit authorizing the excavation of the lakebed (the “Big Dig”) to allow for improved navigation at the marina and to expand the recreational facilities at the marina in September 2013. An amendment/extension of the permit was approved March 1, 2019, and included increasing the total excavation up to 85,000 cubic yards and allowing some of the material to be placed above the normal high-water level. A compensatory wetland mitigation plan was required in accordance with this permit amendment.

At the May 14<sup>th</sup> work session, Andy Herb with Alpine-Eco Consulting and Maya MacHamer with Four Mile Watershed, presented the overall mitigation plan associated with the Frisco Bay Marina “Big Dig” project. The Corps required the Town to replace the approximately 1.03 acres of wetlands disturbed by the “Big Dig” project through restoration or creation of 2.1 acres of wetlands in the Town. It was not possible to mitigate the wetland impacts at the Marina site so other Town owned sites were identified. Two locations were identified as best suitable for wetlands restoration. These locations included Willow Preserve and the Meadow Creek area along Hawn Drive.

At the May 14<sup>th</sup> work session, a Frisco resident asked Council if there was a mechanism in place or an opportunity to protect the Meadow Creek area from any further development into perpetuity. Following the work session on May 14<sup>th</sup>, staff and consultants involved in the project immediately contacted the Corps. They inquired as to whether the residents’ suggestion to permanently protect the land would meet with the Corps’ restoration requirements and further, whether the Corps would be amenable to the Town pursuing that process, which might slow down the restoration project associated with the current permit. The Corps was receptive to the project and as a result, staff and consultants presented the details of a conservation easement to Council at the June 25<sup>th</sup> work session. Council was also receptive to the idea and directed staff to move forward with all needed steps for pursuing a conservation easement on the 10.9 acre parcel known as the “Meadow Creek Wetlands.”

A compensatory wetland mitigation plan modification was submitted to the Corps with the request to preserve this 10.9 acre parcel instead of restoring the 1.7 acre Willow Preserve site,



increasing the mitigation ratio from 2:1 to 12:1. The Corps approved this modification plan on August 30, 2019. The 0.4 acre Hawn Drive site was also still restored, per the original plan.

All surveys and legal descriptions of the Meadow Creek Wetlands property are confirmed at this time. The next step to preserve the Meadow Creek Wetlands in perpetuity is for Council to adopt an ordinance dedicating this property as a conservation easement to a land trust to hold the conservation easement and protect the land. Ordinance 19-24 granting a deed of conservation easement to Colorado Open Lands (COL) for the purpose of the conservation of the Meadow Creek Wetlands is before Council at this time. The draft deed of conservation easement is also attached. The deed and documentation have been reviewed and approved by Thad Renaud, and COL's legal counsel. One final review and approval by the Corps is needed at this time, and staff expects that approval prior to the December 10<sup>th</sup> Council meeting.

The COL Board of Directors meets on December 10, 2019, to approve to close and accept the Meadow Creek Wetlands easement. Ben Lenth, Community Conservation Program Manager with COL, anticipates the Board will approve the easement, and as such, closing on the conservation easement could happen by the end of the calendar year or early into 2020.

**Analysis:** The Meadow Creek Wetlands is located at 110 Lusher Court between Interstate 70 and Meadow Drive, and is legally described as Lot 2B, a resubdivision of Lot 2, Summit Stage Transfer Center. This area contains highly valuable wetlands, and has experienced substantial wetland losses over the years. This land is currently zoned Open Space District, which precludes most commercial and residential uses; however, any property in Frisco can be rezoned at the discretion of the Town Council and the zoning limitations in place today are not guaranteed in the future. Today this land is also "designated as open space" in accordance with the Frisco Town Charter. However, the Town Charter only restricts this property such that it cannot be leased or sold without a public vote. The Town Charter does not limit the Town Council's ability to grant licenses, permits, or easements with respect to this property. Nor does the Town Charter directly restrict the broader use of this land or guarantee protection of the existing wetlands. This parcel is not currently protected in perpetuity from being sold, leased, or developed. The request from the residents is to protect this parcel in perpetuity from any type of development. This can be accomplished by Council with two readings of an ordinance to grant the easement to a land trust.

A conservation easement is a legal contract between a landowner (TOF) and a nonprofit land trust (COL) that places permanent restrictions on the development and use of the property. Per COL, "conservation easements are designed to protect certain values associated with a piece of property, defined by the IRS as 'conservation values,' that include wildlife habitat, scenic open space, and agriculture, among others." COL is qualified to hold conservation easements under Section 170(h) of the Internal Revenue Code of 1986 and is certified as a conservation easement holder by the Colorado Division of Conservation. This conservation easement donation will not generate any compensation for the Town through tax benefits, cash payments, credits, or any other revenue.

COL confirmed the importance of the Meadow Creek Wetlands as a functioning wetland to provide open space, to mitigate flood risk, and to provide wildlife habitat, and are supportive of working together on this project.

**Financial Impact:** The proposed costs associated with the wetlands mitigation were shared with Council on May 14<sup>th</sup> and totaled \$360,500. The majority of these costs were associated with the amount of work needed to restore the 1.7-acre Willow Preserve site. By preserving the 10.9-acre parcel instead of restoring the 1.7-acre Willow Preserve site, and doing the 0.4-acre

Hawn Drive restoration per the original plan, there is a savings to the budget. Total costs for the surveys, title, wetlands consultant, dirt work, plantings, flood plain analysis, engineering, the conservation easement, and a contingency are estimated to be ~\$100,000. This amount has been accounted for and budgeted in the 2019 budget under line item 90-9000-4444. Additional funds for the ongoing monitoring of the site and performance standards for the 0.4-acre Hawn Drive are expected to be less than \$5,000 per year and will be budgeted annually in the Marina enterprise fund.

**Alignment with Strategic Plan:** These efforts align with the Town Council's 2019-2020 Sustainable Environment Strategic Priority to collaboratively protect and sustain our treasured environment.

**Environmental Sustainability:** The large amount of wetland losses to the Meadow Creek system has dramatically increased the importance of the remaining wetlands. This area of Meadow Creek and its wetlands provide important physical, chemical, and biological functions for the watershed. It contains the largest contiguous wetland area on Town property and is a documented haven for dozens of species of birds, large and small mammals, fish, and insects. It provides essential flood water storage during spring runoff and after rain events which protects dozens of homes and businesses downstream; it performs water quality improvement for water entering Dillon Reservoir from Interstate 70 and the surrounding developments; and other essential functions like food chain support, bank stabilization, and groundwater recharge. By protecting and restoring these wetlands through a conservation easement, the impact will be realized for generations.

**Staff Recommendation:** Based on the information contained in this report, it is recommended the Town Council approve first reading of Ordinance 19-24, an ordinance granting a deed of conservation easement to Colorado Open Lands, a Colorado Non-Profit Corporation, for the purpose of the conservation of an area known as the Meadow Creek Wetlands, and legally described as lot 2B, a resubdivision of Lot 2, Summit Stage Transfer Center.

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

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

**Attachments:**

Attachment 1: Draft Deed of Conservation Easement  
Attachment 2: Ordinance 19-24

**DEED OF CONSERVATION EASEMENT  
MEADOW CREEK WETLANDS, 2019**

Pursuant to the requirements of Section 13 (Transfer of Property) of this Deed, any time the Property or a permitted portion thereof is transferred by Grantor to any third party, Grantor shall pay a fee of ¼ of 1% of the sale price to Grantee and notify Grantee.

THIS DEED OF CONSERVATION EASEMENT (“Deed”) is granted on this \_\_\_\_ day of \_\_\_\_\_, 2019, by TOWN OF FRISCO, COLORADO, a Colorado municipal corporation (“Grantor”), whose address is P.O. Box 4100, Frisco, CO 80443, to COLORADO OPEN LANDS, a Colorado non-profit corporation (“Grantee”), whose address is 1546 Cole Boulevard, Suite 200, Lakewood, Colorado 80401 (individually a “Party” and collectively the “Parties”).

The following exhibits are attached hereto and are incorporated by reference:

- Exhibit A: Map of the Property
- Exhibit B: Sample Notice of Transfer of Property

**RECITALS:**

- A. **Description of Property.** Grantor is the owner of the fee simple interest in the subject property legally described as:

Lot 2B, a resubdivision of Lot 2, Summit Stage Transit Center, a Resubdivision of the Proposed School Tract Meadow Creek Subdivision, according to the Plat filed May 19, 1999 under Reception No. 596112, County of Summit, State of Colorado, County of Summit, State of Colorado.

which consists of approximately 10.88 acres of land, more or less, located in Summit County, State of Colorado, together with any mineral rights owned by Grantor (“the Property”). The Property includes approximately 9.3 acres of wetlands and 1.6 acres of adjacent riparian area/floodplain buffer.

- B. **Qualified Organization.** Grantee is a “qualified organization,” as defined in §170(h)(3) of the Internal Revenue Code (I.R.C.) and Treasury Regulation § 1.170A-14(c) and is a charitable organization as required under § 38-30.5-104 (2) of the Colorado Revised Statutes (C.R.S.), is certified to hold conservation easements for which a state tax credit is claimed by the State of Colorado’s Division of Conservation as outlined in C.R.S. §§12-61-1101 *et seq.*, and in the Code of Colorado Regulations, Qualifications for Certification to Hold Conservation Easements (4 CCR 752-1), for the current year. Grantee is also accredited by the Land Trust Accreditation Commission, a national accreditation program sponsored by the Land Trust Alliance, at this time. Further, Grantee’s mission is to preserve the significant open lands and natural heritage of

Colorado through private and public partnerships, innovative land conservation techniques and strategic leadership, and it possesses the resources and commitment to protect and defend the conservation purposes of this grant.

- C. **Wetland Mitigation Permit.** This Deed is required by the United States Army Corps of Engineers, Sacramento District (“USACE”) to comply with Wetlands Permit #SPK-2010-00673 for the Frisco Marina Improvement Project.
- D. **Conservation Purposes.** Pursuant to I.R.C. § 170(h)(4)(A) and Treasury Regulation § 1.170A-14(d), the conservation purposes of a qualified conservation contribution must include one or more of the following: (1) to preserve land for outdoor recreation by, or education of, the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve historically important land or structures.

**The conservation purposes of this Easement (“Conservation Purposes”) are as follows:**

- D1. **Relatively Natural Habitat** [§ 1.170A-14(d)(3)]. The Property includes Meadow Creek and associated wetlands, and is comprised primarily of palustrine emergent and palustrine scrub-shrub wetlands that provide food, shelter, breeding ground, and migration corridors for several wildlife species, including beaver, elk, mule deer, and a variety of birds, amphibians and other mammals.

The Property’s wetlands and riparian area provide an important flood mitigation buffer to the Town of Frisco. Immediately below (easterly) the Property, Meadow Creek runs through a series of large culverts, past commercial businesses, and under United States Highway 6. Development of the Property would present extreme flood risks to these private and public properties.

- D2. **Open Space** [§ 1.170A-14(d)(4)]. The Property qualifies as Open Space because it is being preserved for the scenic enjoyment of the general public and pursuant to a clearly delineated federal, state and local governmental conservation policies and will yield a significant public benefit.

**Scenic Enjoyment.** The Property adds to the scenic character of the local landscape in which it lies, providing an area of natural vegetation, a degree of openness, contrast and variety in a landscape that is rapidly developing. The Property is visible to the general public from United States Interstate Highway 70, from the commercial development and parking areas north of the Property, to the Hawn Drive neighborhood to the south, and from the Meadow Creek Park adjacent to the east, which are open to and actively utilized by residents of Summit County and the State of Colorado. Preservation of the Property will continue to provide an opportunity for the general public to appreciate the unobstructed scenic views it provides of an open and undeveloped landscape on the edge of town. The terms of this Deed do not permit a degree of intrusion or

future development that would interfere with the essential scenic quality of the land.

***Clearly Delineated Government Conservation Policy.*** Protection of the Property furthers the specific objectives of clearly delineated government conservation policies:

The North American Wetlands Act of 1989 (P.L. 101-233), §4401.b.1 serves to “protect, enhance, restore and manage and appropriate distribution and diversity of wetland ecosystems and habitats associated with wetland ecosystems and other fish and wildlife habitat in North America” and regulates the alteration of wetlands through section 404.

The Colorado Water Plan (2015) includes wetlands in the long-term planning for the state’s water quality and quantity, with the goal that “By 2050, Colorado’s waters will fully support their classified uses, which may include drinking water, agriculture, recreation, aquatic life, and wetlands. Recognizing the inter-relationships between quality and quantity, strategies designed to meet Colorado’s current and future consumptive, recreational, and environmental water needs will incorporate, as a key objective, the protection and restoration of water quality”.

Summit County Countywide Comprehensive Plan (2009) states that “Wetlands are diverse and important as they provide important, interdependent ecological functions. Wetlands work as a kind of green infrastructure, providing vital ecological services. Among their important functions, wetlands improve the quality of water flowing through them; help reduce flooding impacts by storing floodwaters and releasing them slowly like a sponge; supply valuable water during periods of drought; and help reduce shoreline erosion. They also serve as critical fish and wildlife habitats for spawning, nesting, rearing, feeding and resting. With an understanding of the beneficial functions that wetlands serve, not only is it easy to see them as a collection of isolated, unusual plants, but they also can be seen as an essential ecological component to the overall County landscape”. Within this Plan the County states the goal to “Provide for the long-term protection and 'no net loss' of wetland functions and values” (p. 35).

The Frisco Community Plan (draft August 2019) states goal 6.2 “Protect the quality and health of the natural environment in Frisco and the surrounding area” and designates the Meadows Creek Wetlands area as a “Wetlands of Concern” on the map of “Environmentally Sensitive Areas”.

***Significant Public Benefit.*** There is a foreseeable trend of intense development in the vicinity of the Property in the near future as the Town of Frisco and Summit County continue to grow. As such, there is a strong likelihood that the Property would be developed if left unprotected, which would in turn lead to or contribute to the degradation of the scenic and natural character of the surrounding area and

degradation of the floodplain buffer. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values.

- D3. *Recreation or Education*** [§ 1.170A-14(d)(2)]. The general public has regular use of a portion of the Property for outdoor recreation or education purposes. A portion of the public recreational trail that originates on the town of Frisco’s Meadow Creek Park runs onto the Property and is enjoyed by the public for passive recreation.

**The Conservation Purposes set forth in this Recital D shall hereafter be referred to as the “Conservation Values.” These Conservation Values are of great importance to the Parties, the residents of Summit County, and the State of Colorado.**

- E. *State Policy Concerning Conservation Easements.*** C.R.S. § 33-1-101, provides in relevant part that “it is the policy of the state of Colorado that the wildlife and their environment are to be protected, preserved, enhanced, and managed for the use, benefit, and enjoyment of the people of this state and its visitors.” C.R.S. § 35-3.5-101 states in part that “it is the declared policy of the state of Colorado to conserve, protect, and encourage the development and improvement of its agricultural land for the production of food and other agricultural products.” C.R.S. § 38-30.5-102 provides for the creation of conservation easements to maintain land “in a natural, scenic, or open condition, or for wildlife habitat, or for agricultural, horticultural, wetlands, recreational, forest or other use or condition consistent with the protection of open land . . .”
- F. *Conservation Easement.*** This Deed creates a perpetual conservation easement in gross, as defined by C.R.S. §38-30.5-102 and §38-30.5-103 and of the nature and character described in this Deed (“Easement”).

**NOW, THEREFORE,** in consideration of the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. ***Acknowledgement of Purpose and Intent.*** As a guide to the interpretation of this Deed and administration of this Easement, the Parties, for themselves, and for their successors and assigns, expressly declare their agreement and dedication to the following purpose and intent:
  - 1.1. ***Purpose.*** The purpose of this Easement is to preserve and protect the Conservation Values in perpetuity in accordance with I.R.C. §170(h), Treasury Regulation § 1.170A-14, and C.R.S. §38-30.5-101 *et seq.* (“Purpose”).
  - 1.2. ***Intent.*** The intent of the Parties is to permit acts on and uses of the Property that are consistent with the Purpose and to restrict or prohibit acts on and uses of the Property that are not consistent with the Purpose (“Intent”). In this Deed, “consistent with the Purpose” shall mean acts on and uses of the Property that have a positive impact, net neutral impact, or no impact on the Conservation Values as determined by Grantee in

its sole discretion. Nothing in this Deed is intended to compel a specific act on or use of the Property other than the preservation and protection of the Conservation Values.

2. **Conveyance of Easement.** Grantor hereby voluntarily grants and conveys to Grantee, and Grantee hereby voluntarily accepts, this Easement, an immediately vested interest in real property, in perpetuity.
3. **Rights Conveyed to Grantee.** To accomplish the Purpose, the following rights are hereby conveyed to Grantee, its employees and its representatives:
  - 3.1. To preserve and protect the Conservation Values;
  - 3.2. To prevent acts on or uses of the Property that are not consistent with the Purpose and, except as limited by Section 9 (Responsibilities of the Parties Not Affected) of this Deed, Grantee may require the restoration of such areas or features of the Property that are damaged by an inconsistent act or use;
  - 3.3. To enter upon the Property in order to monitor Grantor's compliance with the terms of this Deed pursuant to Section 10 (Monitoring) of this Deed, and to enforce the terms of this Deed pursuant to Section 11(Enforcement) of this Deed.
  - 3.4. To have all Development Rights as defined in Section 16 (Development Rights) of this Deed, except as specifically reserved by Grantor herein.
  - 3.5. To have all other rights conveyed by this Deed.
4. **Rights Retained by Grantor.** Grantor retains the right to perform any act on or use of the Property that is not prohibited or restricted by this Deed, provided that such acts or uses are consistent with the Purpose.
5. **Documentation of Present Conditions.** Pursuant to Treasury Regulation §1.170A-14(g)(5) and in order to document the condition of the Property as of the date of this Deed, a report has been prepared by Blue Mountain Environmental, Inc. and dated July 31, 2019 ("Present Conditions Report"). The Present Conditions Report documents the Conservation Values and the characteristics, current use, and status of improvements on and development of the Property. The Present Conditions Report has been provided to the Parties and is acknowledged by the Parties as an accurate representation of the Property at the time of the conveyance. The Present Conditions Report will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Deed. However, the Present Conditions Report is not intended to preclude the use of other evidence to establish the condition of the Property as of the date of this Deed.
6. **Property Improvements.** The Property contains no Improvements as of the date of this Deed. All construction or placement of improvements is prohibited except as provided herein.

- 6.1.1. **Roads.** No roads of any kind, including a driveway or parking area, are permitted on the Property.
  - 6.1.2. **Trails.** Grantor retains the right to maintain and improve the existing trail connecting to the Meadow Creek Park for public recreational uses in its current location.
  - 6.1.3. **Fences.** Existing fences may be maintained, repaired and replaced and new fences may be built anywhere on the Property, provided that the location and design of said fences are consistent with the Purpose.
  - 6.1.4. **Signs.** Existing signs may be maintained, repaired and replaced (with signs similar in character and size) in their current location. New signs may be placed and maintained on the Property provided that the number and size of the new signs are consistent with the Purpose.
  - 6.1.5. **Water Improvements Prohibited.** The alteration of the natural wetlands ecosystem, including for the creation of new ponds, reservoirs, diversions, sprinklers, pumps, flumes or wells is prohibited.
  - 6.1.6. **Miscellaneous Improvements.** Golf courses, sod farms, helicopter pads, towers and airstrips are prohibited.
7. **Resource Management.** Grantor recognizes the importance of good resource management and stewardship to preserve and protect the Conservation Values. To this end, the following uses of the Property shall be conducted in accordance with the provisions below.

If Grantee believes any resource management practice(s) are not consistent with the Purpose, Grantee, in addition to all of its rights under this Deed, may request that the Parties consult with a mutually acceptable resource management professional. This professional will provide written recommendations for said resource management practice(s). The cost of this consultation shall be borne by Grantor. Grantee shall determine whether said recommendations are consistent with the Purpose.

- 7.1. **Timber.** On a limited and localized basis, trees may be cut to control insects and disease, to control invasive non-native species and to prevent personal injury and property damage. Tree thinning activities are permitted to maintain the character and nature of the wildlife habitat. Other timber harvesting activities shall be conducted in accordance with a forest management plan prepared by a professional forester at Grantor's expense, provided that Grantee determines that said activities and management plan are consistent with the Purpose, pursuant to Section 23 (Grantee's Approval) of this Deed.
- 7.2. **Relatively Natural Habitat.** Habitat management and ecological restoration activities may be permitted provided that Grantee determines that said management activities are consistent with the Purpose, pursuant to Section 23 (Grantee's Approval) of this Deed.



7.3. **Minerals.** For the purposes of this Deed, minerals shall be defined as soil, sand, gravel, rock, stone, decorative stone, gold and other rare earth elements, oil, natural gas, coalbed methane (including any and all substances produced in association therewith from coalbearing formations), hydrocarbon, fossil fuel, or any other mineral substance, of any kind or description, on, in, under or part of the Property (collectively referred to as “Minerals”). Grantor’s current and future ownership of Minerals and mineral rights associated with the Property, if any, shall be subject to the following provisions:

7.3.1. **Ownership of Minerals.** As of the date of this Deed, Grantor may not own any or all of the Minerals and mineral rights located on, under, or in the Property or otherwise associated with the Property. For this reason, a minerals assessment report has been completed by \_\_\_\_\_, dated \_\_\_\_\_, 201\_\_\_\_, in compliance with I.R.C. §170(h)(5)(B)(ii) and Treasury Regulation §1.170A-14(g)(4). The report concludes that, as of the date of this Deed, the probability of extraction or removal of minerals from the Property by any surface mining method is so remote as to be negligible. Grantor shall not transfer or otherwise separate any mineral rights owned by it from the Property.

7.3.2. **Mineral development.** The exploration, development, mining or other extraction or removal of Minerals, conducted on, under, or in the Property or otherwise associated with the Property by any method is prohibited. Notwithstanding the foregoing, subject to Grantee’s approval Section 23 (Grantee’s Approval), Minerals may be removed from below the surface of the property provided that the location of all equipment, pumps, storage facilities, pipelines, roads, and any other infrastructure, or other activities necessary for extraction, storage, or transportation is located off of the Property, extraction takes place off the Property, and that the method and means of extraction is consistent with the Purpose.

7.3.3. **Notice Related to Minerals.** Grantor agrees that by granting this Easement to Grantee, it has given Grantee a portion of its ownership interest in the Property, and by so doing, given Grantee the same legal rights as Grantor to influence and control impacts to the surface of the Property from exploration or development of Minerals. This ownership interest does not include any right for Grantee to receive any income, royalties or lease payments from exploration or development of Minerals. Grantee’s ownership interest requires that if Grantor is contacted verbally or in writing regarding the Minerals, Grantor shall provide written notice, copy, or description to Grantee of said contact within ten (10) days.

7.3.3.1. For purposes of this Deed, the term “Mineral Document” shall mean any lease, pooling agreement, unitization agreement, surface use agreement, no-surface occupancy agreement, or any other instrument related to Minerals.

7.3.3.2. Grantor shall not enter into any Mineral Document without Grantee approval pursuant to Section 23 (Grantee's Approval) to ensure that said document is consistent with the Purpose and this Section, and Grantee shall have the right but not the obligation to be a party to any such agreement, if Grantee chooses, in its sole discretion. Grantee shall have the right to charge a fee to Grantor for time and costs associated with review of any Mineral Document.

7.4. **Recreation.** Low-impact recreational uses such as wildlife watching, hiking, cross-country skiing, hunting and fishing are permitted, provided they are consistent with the Purpose.

7.5. **Weeds.** The Parties recognize the potential negative impact of noxious weeds and invasive plant species on the Conservation Values. Grantor shall manage noxious weeds and invasive plant species in a manner consistent with the Purpose. Grantee has no responsibility for the management of noxious weeds and invasive plant species.

7.6. **Water Rights.** No water rights are encumbered by this Easement.

## 8. **Restricted Acts and Uses.**

8.1. **Division of the Property.** The Parties agree that the division, partition in kind, subdivision or de facto subdivision of the Property, whether by legal or physical process, into two or more parcels of land or partial or separate interests (including, but not limited to, condominium interests or the partition of undivided interests) is prohibited. At all times the Property shall be owned and conveyed as a single unit which shall be subject to the provisions of this Deed. Ownership of the single unit by joint tenancy or tenancy in common is permitted, consistent with Sections 29 (Joint and Several Liability) and 30 (Ownership by Single Entity Consisting of Multiple Parties); provided, however, that Grantor shall not undertake any legal proceeding to partition in kind, subdivide or divide in any manner such undivided interests in the single unit.

8.2. **Surface Disturbance.** Any alteration of the surface of the land, including without limitation, the movement, excavation, extraction or removal of soil, sand, gravel, rock, peat or sod, is prohibited, unless such alteration is associated with permitted acts on and uses of the Property and is consistent with the Purpose.

8.3. **Industrial or Commercial Activity.** Industrial uses of the Property are prohibited. Commercial uses of the Property that are not consistent with the Purpose are prohibited.

8.4. **Feedlot.** The establishment or maintenance of a feedlot is prohibited. For purposes of this Deed, "feedlot" is defined as a permanently constructed confined area or facility which is used and maintained continuously and exclusively for purposes of finishing or fattening large numbers of livestock for market. Additionally, the

seasonal confinement of livestock into an area, corral or other facility for feeding or calving, or from leasing pasture for the grazing of livestock owned by others is also prohibited.

- 8.5. **Public Access.** Nothing contained in this Deed shall be construed as affording the public access to any portion of the Property, although Grantor may permit public access to the Property on such terms and conditions as Grantor deems appropriate, provided that such access is consistent with the Purpose.
- 8.6. **Trash.** The dumping or accumulation of any kind of trash, sludge, or refuse on the Property is prohibited, except for farm-related trash and refuse produced on the Property, provided that such dumping or accumulation is consistent with the Purpose. The storage or accumulation of agricultural products and by-products on the Property is permitted provided that such activity is conducted in accordance with all applicable government laws and regulations and is consistent with the Purpose.
- 8.7. **Hazardous Materials.** For purposes of this Deed, “Hazardous Materials” shall mean any “hazardous substance” as defined in §9601(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), “pollutant or contaminant” as defined in § 9601(33) of CERCLA, or any hazardous waste as defined in C.R.S. §25-15-101(6). 40 C.F.R. § 302.4 provides a non-exhaustive list of over 600 substances that qualify as hazardous substances under CERCLA. The use, treatment, storage, disposal, or release of Hazardous Materials shall only be permitted in accordance with applicable, federal, state and local law and regulations.
- 8.8. **Motorized Vehicle Operation.** The operation of motorized vehicles for purposes associated with permitted acts on and uses of the Property is permitted provided that such operation is consistent with the Purpose and Intent.
- 8.9. **Easements, Rights of Way or Other Interests.** The conveyance or modification of an easement, right of way, Mineral Document or other similar interest is prohibited unless Grantee determines that the proposed conveyance or modification is consistent with the Purpose and Intent pursuant to Section 23 (Grantee’s Approval) of this Deed.
9. **Responsibilities of the Parties Not Affected.** Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligations of Grantor as owner of the Property. Additionally, unless otherwise specified below, nothing in this Deed shall require Grantor to take any action to restore the condition of the Property after any Act of God or other event over which Grantor had no control. Grantor shall continue to be solely responsible for and Grantee shall have no obligation for the upkeep and maintenance of the Property, and Grantor understands that nothing in this Deed relieves Grantor of any obligation or restriction on the use of the Property imposed by law. Among other things, this shall apply to:

9.1. **Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments, if any, levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same. If for any reason Grantor fails to pay any taxes, assessments or similar requisite charges, Grantee may pay such taxes, assessments or similar requisite charges, and may bring an action against Grantor to recover all such taxes, assessments and similar charges plus interest thereon at the rate charged delinquent property taxes by the county assessor's office in which the Property is located.

9.2. **Liability.**

9.2.1. **Environmental Liability.**

9.2.1.1. To the extent allowed by law, Grantor shall indemnify, defend, and hold Grantee and its members, officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) the existence, generation, treatment, storage, use, disposal, deposit or transportation of Hazardous Materials in, on or across the Property; (ii) the release or threatened release of Hazardous Materials on, at, beneath or from the Property; (iii) the existence of any underground storage tanks on the Property; or (iv) a violation or alleged violation of, or other failure to comply with, any federal, state, or local environmental law or regulation by Grantor or any other prior owner of the Property.

9.2.1.1.1. Notwithstanding anything in this Deed to the contrary, this Deed does not impose any liability on Grantee for Hazardous Materials, nor does it make Grantee an owner of the Property, nor does it require Grantee to control any act on or use of the Property that may result in the treatment, storage, disposal or release of Hazardous Materials, all within the meaning of CERCLA or any similar federal, state or local law or regulation.

9.2.1.2. **Grantor's Liability.** To the extent allowed by law, Grantor shall indemnify, defend, and hold the Indemnified Parties harmless from and against any and all loss, damage, cost, or expense, including reasonable attorneys' fees, arising from or in any way related to: (i) injury to or the death of any person, or damage to property, occurring on or about or related to the Property, unless caused solely by the willful and wanton act or omission [as defined by C.R.S. §13-21-102(1)(b)] of the Indemnified Parties; (ii) the obligations under this Section; or (iii) the violation or alleged violation of, or other

failure to comply with any state, federal, or local law, regulation, or requirement by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property.

9.2.1.3. **Grantee's Liability.** Grantee shall indemnify, defend and hold Grantor and its assigns, successors and heirs harmless from and against any and all loss, cost or expense, including reasonable attorney's fees, arising from or in any way related to injury to or death of any person occurring on or about or related to the Property arising out of the Indemnified Parties' actions on the Property.

10. **Monitoring.** In order to monitor Grantor's compliance with the terms of this Deed, Grantee shall have the right to enter upon the Property upon reasonable prior notice to Grantor. Said notice need not be in writing. Grantee may engage such experts or consultants that Grantee deems necessary to assist in monitoring, including conducting aerial flyovers of the Property. Such entry shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property.

11. **Enforcement.**

11.1. **General Provisions.** Grantee shall have the right to prevent and correct or require correction of violations of the terms of this Deed. If Grantee determines that immediate entry is required to inspect for, prevent, terminate, or mitigate a violation of the terms of this Deed, Grantee may enter the Property without advance notice. If such entry occurs, Grantee shall notify Grantor within a reasonable time thereafter. If Grantee determines that a violation has occurred, Grantee shall notify Grantor of the nature of the alleged violation. Said notice need not be in writing. Upon receipt of said notice, Grantor shall immediately cease the alleged violation and either (i) if necessary, provide a written plan for restoration and remediation of the Property and, once approved, restore or remediate the Property in accordance with the plan; or (ii) provide written documentation demonstrating that the activity is permitted and is not a violation. Grantee's acceptance of Grantor's actions under (i) or (ii) above shall be in Grantee's sole discretion, and shall be confirmed by Grantee in writing. If Grantor is unable or unwilling to immediately cease the alleged violation, and comply with (i) or (ii) above, the Parties agree to resolve the dispute through mediation or judicial process. At any point in time, Grantee may take appropriate legal action, including seeking an injunction, to stop the alleged violation.

11.2. **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Deed against Grantor, including, without limitation, costs and expenses of suit, attorneys' fees and any costs of restoration necessitated by Grantor's violation of the terms of this Deed, shall be borne by Grantor. If the deciding body determines that Grantee has acted in bad faith in seeking to enforce the terms of this Deed, the Parties shall each be responsible for their own costs. If the Parties agree to mediation, the Parties will equally share the cost of the mediator's fees.

- 11.3. **Grantee's Discretion.** Grantee's remedies described in this Section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. §38-30.5-108. Enforcement of the terms of this Deed shall be at the discretion of Grantee, and the failure of Grantee to discover a violation or to take action shall not waive any of Grantee's rights, claims or interests in pursuing any such action at a later date.
12. **Deed Correction.** The Parties shall cooperate to correct mutually acknowledged errors in this Deed (and exhibits hereto), including typographical, spelling, or clerical errors. Such correction shall be by recorded written agreement signed by the Parties, with all associated costs being apportioned as the Parties may mutually agree.
13. **Amendment.** If circumstances arise under which an amendment to this Deed would be appropriate, as determined by the Grantee in its sole discretion, the Parties are free to jointly amend this Deed by mutual written consent. However, no amendment shall be allowed that will (i) confer a private benefit to Grantor or any other individual greater than the benefit to the general public [see Treasury Regulation §1.170A-14(h)(3)(i)]; (ii) result in private inurement for a board member, staff or contract employee of Grantee [see Treasury Regulation §1.501(c)(3)-1(c)(2)]; (iii) affect the qualifications of this Easement under any applicable laws; or (iv) affect the perpetual duration of the Easement. Grantee shall have the right to charge a fee to Grantor for time and costs associated with any amendment. Any amendment must be in writing, signed by the Parties, and recorded in the official records of Summit County, Colorado.
14. **Transfer of Easement.** This Easement is transferable by Grantee, provided that (i) the conservation purposes which the contribution was originally intended to advance continue to be carried out; (ii) the transfer is restricted to an organization that, at the time of the transfer, is a qualified organization under I.R.C. § 170(h) and authorized to hold conservation easements under C.R.S. §§38-30.5-101, et seq. and C.R.S. §12-61-1101 et seq.; and (iii) the qualified organization agrees to assume the responsibility imposed on Grantee by this Deed. Grantee shall notify Grantor in advance of any proposed transfers. If Grantee ever ceases to exist, a court with jurisdiction is authorized to transfer this Easement pursuant to (i), (ii), and (iii) above.
15. **Transfer of Property.** Any time the Property or a permitted portion thereof is transferred by Grantor to any third party, Grantor shall notify Grantee in writing within five (5) business days after closing using the form in Exhibit B, and shall include a copy of the new ownership deed. The document of conveyance shall expressly refer to this Deed. Grantor shall pay a fee of 1/4 of 1% of the purchase price, including the value of non-cash consideration, to Grantee as holder of the real property interest and right of possession represented by this Deed. This provision is intended to run with the land for perpetuity, and to touch and concern the Property burdened by this easement by providing Grantee a contribution toward its stewardship, enforcement and defense of this Easement. If a fee is attributable to a transfer of property classified as "residential real property," as defined in C.R.S. 38-35-127(2)(e), then the Grantee covenants and agrees that the fee shall be used for the purposes

specified in C.R.S. 38-35-127(2)(b)(V) in a manner consistent with the Grantee's mission.

16. **Development Rights.** For purposes of this Deed, “Development Rights” are defined as all present or future rights to (i) construct, place, replace, enlarge, maintain or repair any improvements on the Property; or (ii) receive credit for density for development on or off the Property. By this Deed, Grantor conveys to Grantee all Development Rights associated with the Property except those Development Rights specifically reserved by Grantor. Therefore, Grantor does not have the right to use or transfer any Development Rights held by Grantee.
17. **Condemnation.** Grantor shall notify Grantee immediately of any communication or notice received concerning any proposed taking or condemnation affecting the Property, and Grantee shall have the right to participate in any proceedings as a real property interest holder. Grantee may pursue any remedies in law or in equity, including opposition to the condemnation of the Property. If the Property or any part thereof or interest therein is sold or conveyed to a condemning authority under threat of condemnation or taken through condemnation or other involuntary conversion, Grantee shall be entitled to compensation determined as provided in Section 19 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed.
18. **Termination or Extinguishment of Easement.** Except as provided in Section 17 (Condemnation) of this Deed, this Easement or any part hereof may only be terminated or extinguished by judicial proceedings in a court of competent jurisdiction. The only ground upon which this Easement can be terminated or extinguished is the total loss of all Conservation Values. If termination or extinguishment occurs, Grantee shall be entitled to compensation determined as provided in Section 19 (Compensation upon Condemnation, Termination, or Extinguishment) of this Deed.
19. **Compensation upon Condemnation, Termination, or Extinguishment.**
  - 19.1. The Parties agree that the fair market value of the Easement is ninety percent (90%) of the full fair market value of the Property unrestricted by this Easement (“Proportionate Value Percentage”), which percentage shall remain constant and shall be applied pursuant to Treasury Regulation §1.170A-14(g)(6)(ii).
  - 19.2. If the Property is condemned, in whole or in part, pursuant to Section 17 (Condemnation) or if this Easement is terminated or extinguished pursuant to Section 18 (Termination or Extinguishment of Easement), Grantee shall be entitled to a share of the proceeds of such action at least equal to the Proportionate Value Percentage of the full fair market value of the Property unrestricted by this Easement pursuant to Treasury Regulation § 1.170A-14(g)(6)(ii). Grantor shall not voluntarily accept less than full fair market value of the affected Property unrestricted by this Easement without Grantee’s approval.
  - 19.3. Grantee’s use of its share of such proceeds shall comply with Treasury Regulation § 1.170A-14(g)(6).

- 19.4. Grantee's remedies described in this Section shall be cumulative and shall be in addition to any and all remedies now or hereafter existing at law or in equity, including the right to recover any damages for loss of Conservation Values as described in C.R.S. §38-30.5-108.
20. **No Merger, Abandonment, Release, or Adverse Possession.** Should Grantee in the future own all or a portion of the fee interest in the Property, Grantee as successor in title to Grantor, shall observe and be bound by the obligations of Grantor and the restrictions imposed on the Property by this Deed. In addition, this Easement shall not merge with the fee title without the prior written approval of Grantor. The Easement shall not be extinguished, in whole or in part, through the legal doctrine of merger in view of the public interest in its enforcement. This Easement cannot be abandoned, released, or affected by adverse possession.
21. **Perpetual Duration.** This Easement shall be a servitude running with the land in perpetuity. The provisions of this Deed that apply to either Party shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear. Notwithstanding the foregoing, each party's rights and obligations under the Easement created by this Deed shall terminate (as to such party, but not as to such party's successor, who shall be bound as provided herein) upon a transfer of the party's entire interest in this Easement or the Property, except that liability of such transferring party for act or omissions occurring prior to such transfer shall survive the transfer.
22. **Change of Circumstance.** Grantor has considered that restricted acts or uses may become more economically valuable than permitted acts or uses. It is the intent of the Parties that such circumstances shall not justify the termination or extinguishment of this Easement pursuant to Section 16 (Termination or Extinguishment of Easement) of this Deed. In addition, the inability to carry on any or all of the permitted acts and uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination or extinguishment pursuant to Section 16 (Termination or Extinguishment of Easement) of this Deed.
23. **Grantee's Approval.** Where Grantee's approval is required by this Deed, Grantor shall provide written notice to Grantee not less than sixty (60) calendar days prior to the date Grantor intends to undertake the act or use, with sufficient detail (i.e. location, size, scope, design and nature) to allow Grantee to evaluate the consistency of the proposed act or use with the Purpose. Grantee shall approve or deny Grantor's written request, or notify Grantor of a delay in Grantee's decision, in writing within forty-five (45) calendar days of receipt of Grantor's written request. Grantee shall only approve acts or uses consistent with the Purpose. Grantor shall not engage in the proposed act or use until Grantor receives Grantee's approval in writing.
24. **Written Notices.** Any written notice that either Party is required to give to the other shall be delivered: (i) in person; (ii) via certified mail, with return receipt requested; (iii) via a commercial delivery service that provides proof of delivery; or (iv) via any delivery method



mutually agreed to by the Parties, to the following addresses, unless one Party has been notified by the other Party of a change of address or ownership.

Grantor: Town Manager  
Town of Frisco  
P.O. Box 4100  
Frisco, CO 80443

Grantee: Colorado Open Lands  
Attention: President  
1546 Cole Boulevard, Suite 200  
Lakewood, Colorado 80401

If above addresses change, the Parties shall provide updated information to one another in a timely manner. If a notice mailed to either Party at the last address on file is returned as undeliverable, the sending Party shall provide notice by regular mail to the other Party's last known address on file with the tax assessor's office of the county in which the Property lies, and the mailing of such notice shall be deemed compliance with this Section. Notice given to the designated representative of a trust or business entity shall be deemed notice to the trust or business entity, and notice given to the designated representative of a common or jointly held ownership shall be deemed notice to all owners.

**25. *Liens on the Property.***

- 25.1. ***Current Liens.*** As of the date of this Easement there are no liens against the Property.
- 25.2. ***Subsequent Liens.*** No provisions of this Deed should be construed as impairing the ability of Grantor to use the Property as collateral for subsequent borrowing. Any mortgage or lien arising from such a borrowing is and shall remain subordinate to this Easement or any amendments hereto.

**26. *Grantor's Representations and Warranties.***

- 26.1. Grantor represents and warrants that Grantor: i) has good and sufficient title to the Property, free from all liens and encumbrances securing monetary obligations except ad valorem property taxes for the current year; ii) has the right to grant access to the Property to Grantee for the purposes described in this Deed and has in fact granted said access to Grantee; and iii) shall defend title to the Property against all claims that may be made against it by any person claiming by, through, or under Grantor.
- 26.2. Grantor represents and warrants that, after reasonable investigation and to the best of Grantor's knowledge:

- 26.2.1. No Hazardous Materials exist or have been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property; there has been no release or threatened release of any hazardous materials on, at, beneath, or from the Property; and there are no underground storage tanks located on the Property;
- 26.2.2. Grantor and the Property are in compliance with all federal state, and local laws, regulations, and requirements applicable to the Property and its use;
- 26.2.3. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
- 26.2.4. No civil or criminal proceedings or investigations have been threatened or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use.

27. **Acceptance.** Grantee hereby accepts without reservation the rights and obligations created by this Deed for which no goods or services were exchanged or provided.

28. **General Provisions:**

- 28.1. **Severability.** If any provision of this Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Deed, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- 28.2. **Captions.** The captions in this Deed have been inserted solely for convenience of reference and are not a part of this Deed and shall have no effect upon construction or interpretation.
- 28.3. **Waiver of Defenses.** Grantor hereby waives any defense of laches, estoppel or prescription and acknowledges and agrees that the one-year statute of limitation provided under C.R.S. § 38-41-119 does not apply to this Easement, and Grantor waives any rights of Grantor pursuant to such statute.
- 28.4. **Controlling Law.** The provisions of this Deed are subject to the laws of the United States and the State of Colorado as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder.
- 28.5. **Liberal Construction.** The provisions of this Deed are to be liberally construed in favor of the Purpose, and any ambiguities or questions regarding the validity of specific provisions shall be interpreted in favor of maintaining the Purpose. Any decisions resolving such ambiguities or questions shall be documented in writing.

- 28.6. **Entire Agreement.** This Deed sets forth the entire agreement of the Parties with respect to the terms of this Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the terms of this Deed, all of which are merged herein.
29. **Recording.** Grantor shall record this Deed in a timely fashion in the official records of Summit County, Colorado, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.
30. **No Third Party Enforcement.** This Deed is entered into by and between the Parties, and does not create rights or responsibilities for the enforcement of its terms in any third parties.
31. **Joint and Several Liability.** If Grantor at any time owns the Property in joint tenancy or tenancy in common, Grantor shall be jointly and severally liable for all obligations set forth in this Deed.
32. **Ownership by Single Entity Consisting of Multiple Parties.** If Grantor at any time is an entity which consists of shareholders, partners or members, such Grantor entity is required to include in its operating agreement, bylaws or other documents setting forth the rights and responsibilities of the entity, the right to assess such shareholders, partners or members for any monetary or other obligations set forth in this Deed. Grantor shall provide a copy of such documentation at any time upon Grantee's request.
33. **Authority to Execute.** Each party represents to the other that such party has full power and authority to execute and deliver this Deed, and perform its obligations under this Easement, that the individual executing this Deed on behalf of said party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

**TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.**

**IN WITNESS WHEREOF, the Parties, intending to legally bind themselves, have set their hands on the date first written above.**

[Signature pages follow]

*DRAFT*

GRANTOR: TOWN OF FRISCO, COLORADO, a Colorado municipal corporation

By: \_\_\_\_\_  
Gary Wilkinson, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah Wohlmuth, Town Clerk

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF SUMMIT            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of December, 2019, by Gary Wilkinson as Mayor of the Town of Frisco, Colorado and by Deborah Wohlmuth as Town Clerk of the Town of Frisco, Colorado.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public



*DRAFT*

**EXHIBIT A**  
**Map of the Property**



**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 19-24**

AN ORDINANCE GRANTING A DEED OF CONSERVATION EASEMENT TO COLORADO OPEN LANDS, A COLORADO NON-PROFIT CORPORATION, FOR THE PURPOSE OF THE CONSERVATION OF AN AREA KNOWN AS THE MEADOW CREEK WETLANDS, AND LEGALLY DESCRIBED AS LOT 2B, A RESUBDIVISION OF LOT 2, SUMMIT STAGE TRANSFER CENTER.

WHEREAS, the Frisco Community Plan includes the goal of protecting the quality and health of the natural environment in Frisco and the surrounding area; and

WHEREAS, the area of wetlands that are known as the "Meadow Creek Wetlands" and that are legally described as Lot 2B, a resubdivision of Lot 2, Summit Stage Transfer Center (the "Subject Property"), has important conservation attributes, including relatively natural wetlands and riparian areas, open space and scenic character, and recreation and educational values; and

WHEREAS, the Town has proposed, and the Army Corps of Engineers has permitted pursuant to Wetlands Permit #SPK-2010-00673, the perpetual conservation of the Subject Property as a means of mitigating the disturbance of certain other wetlands in connection with the Town's Frisco Marina Improvement Project, with the ratio of conserved area to disturbed area being approximately twelve (12) to one (1); and

WHEREAS, for all of the foregoing reasons, the Town Council has determined that the conservation, in perpetuity, of the natural features of the Subject Property will significantly benefit the citizens and visitors of the Town.

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

Section 1. That the Mayor and Town Clerk are hereby authorized to execute the attached Deed of Conservation Easement Meadow Creek Wetlands, 2019, and to deliver the same to the Colorado Open Lands, a Colorado nonprofit corporation, as a donation by the Town.

Section 2. Severability. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 10<sup>TH</sup> DAY OF DECEMBER, 2019.

TOWN OF FRISCO, COLORADO

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

Attest:

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