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**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
SEPTEMBER 22, 2020
4:00PM**

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

CALL TO ORDER:

Hunter Mortensen, Mayor

ROLL CALL:

Hunter Mortensen, Andrew Aerenon, Jessica Burley, Daniel Fallon, Andy Held, Rick Ihnken,
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:

WORK SESSION:

Agenda Item #1: 2021 Budget Work Session with Council and Department Directors: All Funds
Continuation Staff: Nancy Kerry 1) Mayor opens public hearing 2) Staff report 3) Public

comments 4) Mayor closes public hearing 5) Council discussion 6) Motion made 7) Motion seconded 8) Discussion on motion 9) Question called

Agenda Item #2: Comprehensive Vision and Project Implementation Plan for the Peninsula Recreation Area Staff: Diane McBride 1) Mayor opens public hearing 2) Staff report 3) Public comments 4) Mayor closes public hearing 5) Council discussion 6) Motion made 7) Motion seconded 8) Discussion on motion 9) Question called

CONSENT AGENDA:

Minutes September 8, 2020

Home Rule Charter Review – Chapter 160, Taxation

Intergovernmental Agreement with Summit County Regarding Permitting of Solar Energy Facilities

NEW BUSINESS:

Agenda Item #1: Town of Frisco Rental Assistance Program Update Staff: Eva Henson and Don Reimer 1) Mayor opens public hearing 2) Staff report 3) Public comments 4) Mayor closes public hearing 5) Council discussion 6) Motion made 7) Motion seconded 8) Discussion on motion 9) Question called

Agenda Item #2: Resolution 20-21 a Resolution for the Approval of an On-Site Electric Distribution Extension Agreement at the Frisco Bay Marina with Excel Energy Staff: Jeff Goble 1) Mayor opens public hearing 2) Staff report 3) Public comments 4) Mayor closes public hearing 5) Council discussion 6) Motion made 7) Motion seconded 8) Discussion on motion 9) Question called

Agenda Item #3: Resolution 20-22, a Resolution Approving an Agreement with Stais Architecture & Interiors for Working Drawings, Bidding/Permitting, and Construction Administration of the New Retail and Office Building Design of Phase Two Site Improvements at the Frisco Bay Marina Without a Competitive Bidding Process Staff: Diane McBride 1) Mayor opens public hearing 2) Staff report 3) Public comments 4) Mayor closes public hearing 5) Council discussion 6) Motion made 7) Motion seconded 8) Discussion on motion 9) Question called

OLD BUSINESS:

Agenda Item #4: General Discussion / Action on COVID-19 Response Staff: Nancy Kerry 1) Mayor opens public hearing 2) Staff report 3) Public comments 4) Mayor closes public hearing 5) Council discussion 6) Motion made 7) Motion seconded 8) Discussion on motion 9) Question called

EXECUTIVE SESSION:

Agenda Item #5: Executive Session Pursuant to C.R.S. 24-6-402(4) (a), for the Purposes of 1): Discussing the Potential Acquisition of Certain Real Property and 2): Discussing the Potential Sale of Certain Other Real Property; and (b), Conferences with an Attorney for the Town for the Purposes of Receiving Legal Advice on Specific Legal Questions

ADJOURN:



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE McBRIDE, ASSISTANT TOWN MANAGER
RE: COMPREHENSIVE VISION AND PROJECT IMPLEMENTATION PLAN FOR THE PENINSULA RECREATION AREA
DATE: SEPTEMBER 22, 2020

Summary and Background: The Town of Frisco contracted with Lose Design to complete a Comprehensive Vision and Project Implementation Plan for the Peninsula Recreation Area (PRA) in August 2019. The goal of the plan is to identify and address operational needs, identify revenue growth opportunities, and detail the current uses and future land uses for operations, circulation, parking, storage, and recreation programs and services. The Plan includes a specific and prioritized implementation framework for the Town to use over time. The Plan is in a draft form at this time and attached for review.

A primary concern in planning for the future of the PRA is balancing the growth of recreational amenities with the preservation of its natural beauty. The consultant team, Lose Design and Sports Facilities Advisory (SFA), took a holistic approach in their evaluation of the PRA in order to create a plan that is sensitive to the PRA's role as an important community asset as well as revenue generating operation. Outreach to the community was conducted through open houses, public meetings, stakeholder interviews, Advisory Committee meetings, and presentations to Council. The consultant team researched outcomes from previous plans, discussed operational opportunities and challenges with staff, and applied industry knowledge to create a Comprehensive Vision and Project Implementation Plan that will guide PRA growth and development in an orderly, self-sustaining manner. The Plan is prioritized based on three goals:

- 1) Implement and improve features that increase opportunities to generate funds for sustaining operations and Town initiatives, **Revenue-Generating Opportunities**.
- 2) Implement and improve features related to basic, logistical functions, **Operational Efficiencies**.
- 3) Implement and improve features that enhance the overall community value and visitor experience, regardless of financial opportunity, **Value-Added Enhancements**.

Prioritization levels (high to low) for the proposed features are also included to assist with planning and budgeting. During the September 22nd work session, staff will review these goals and prioritization levels with Council, and will seek Council feedback on the goals, features and prioritization levels.

After the September 22nd work session, staff will revise the Plan accordingly with the goal of returning to Council at the October 13th Council meeting for adoption of the Plan.

Analysis: The PRA is one of Frisco's most valued assets with both summer and winter recreational opportunities. The last comprehensive plan for the PRA was completed in 2009 by DHM Design, *Frisco Peninsula Recreation Area – Final Design Report*. Several new amenities were constructed from this plan, including the Day Lodge, tubing hill, ski and ride hill, the bike park, and the maintenance facility. Additional planning efforts after 2009 resulted in a new skatepark, climbing boulders, nine additional holes of disc golf, and new and improved summer and winter trails. In 2016, the Town also took over the operation of the Frisco Nordic Center.

Additional planning studies were conducted after 2009, but none of these resulted in a comprehensive plan that considered all design elements. In 2019, Town Council recognized this planning gap and supported staff moving forward with a Comprehensive Vision and Project Implementation Plan for the PRA.

The Plan is an in-depth design evaluation that considers current uses and facilities, previous ideas and reports, and desired future uses and intensities. It also identifies the purpose of the design features, their relationship to other features, and how expected outcomes will address park needs and opportunities over time.

The three goals for the Plan, and their accompanying design features are:

- 1) **Revenue-Generating Opportunities.** This includes the Village Center, Day Lodge Renovation, Activity Center, Nordic Center Renovation, Wedding Overlook, Event Center, Ice Skating, Ropes Course, Summer Tubing, and Sleigh/Chuckwagon Concessionaire.
- 2) **Operational Efficiencies.** This includes Wayfinding, Transit Service, Additional Magic Carpet Lift, Maintenance Shed, By-Pass for Countywide Rec Path, Additional Parking
- 3) **Value-Added Enhancements.** This includes Site Furnishings and Character Elements, Public Art, Trails, Outdoor Pavilions and Restrooms, Overlooks, Playgrounds, Multipurpose Field, Screening of Maintenance Areas, Biathlon, and Community Space.

Many of the proposed design features fulfill more than one goal. The goal categories were utilized to organize and define the value or importance of each proposed feature. All of the proposed design features above are assigned to tiers to help identify their level of priority and to help with future decision-making and implementation efforts. Tier 1 items consist of *high priority* features considered critical to the PRA's operational success, and include some features that will generate the highest revenues at the lowest costs. Tier 2 items are *moderate priority* and include those features that are important to the PRA's operational success but not critical to maintaining recreational services. Some Tier 2 items include features that rely on the implementation of key Tier 1 items. Lastly, Tier 3 items are *lower priority* items that include features that have minimal bearing on operational or financial success, but support broad community goals and contribute to the overall value of the PRA.

Staff will review each of the goals, design features and prioritization recommendations with Council.

Financial Impact: The final section of the Plan summarizes the implementation details for all of the proposed design features, including the proposed timing or importance of each feature, associated costs, and potential revenue opportunities when appropriate. These tables serve as a reference guide for planning and budgeting future improvements.

The total capital and design costs for implementing all of the design features contained in the Plan totals over \$30M. Staff is not recommending funding of this magnitude at this time. The Plan is a road map designed to implement over time.

There are no additional funding requests for 2020.

Based on the prioritization recommendations from the Plan, staff recommends budgeting \$200,000 in the 2021 capital budget for design development of the Village Center and \$10,000 for the wedding overlook. Budgeting for plan development of the Village Center, will create the potential for implementation in subsequent years, as the economy recovers and funds become available for capital projects. Budgeting for the wedding overlook in 2021 will facilitate the creation of a short-term revenue generating opportunity that offers an immediate return on investment. The \$10,000 would be for modest purchases including the arbor, chairs and storage. Additional funds for the wedding overlook could be budgeted in 2022 for the patio and drop off area.

Alignment with Strategic Plan: Vibrant Recreation is one of the strategic priorities for Town Council; this includes evaluating current and future uses of the PRA. Lose Design has evaluated the current facilities, amenities, programs and revenue streams; they have also researched additional opportunities for new revenue streams, futures use of facilities and recommendations for short and long term prioritization.

Environmental Sustainability: The Comprehensive Vision and Project Implementation Plan is a high-level view of the overall PRA operations and site design. Lose Design evaluated economically viable options for improvements that align with overall community values, Council goals, and environmental stewardship. Balancing the growth of recreational amenities at the PRA with the preservation of its natural beauty is an important consideration in planning for the future of the community. Maintaining and enhancing multi-modal access to the PRA is an important plan component. Further design development will take into account alternative transportation and multi-modal access options to alleviate parking needs, pedestrian-friendly crossings, and opportunities to showcase sustainable building practices with net-zero facilities, waste reduction practices, and innovative energy systems.

Staff Recommendation: The heart of the Plan's design focuses on the Recreation Village, which is comprised of four (4) main buildings: The Day Lodge, the Nordic Center, the Village Center (new) and the Activity Center (new). As stated in the Plan, all of the existing facilities are in critical need of upgrade and/or expansion. The highest priority features are those considered critical to the park's operational success, and include the Village Center, the Wedding Overlook, the Community Space, and the Wayfinding System.

Staff recommends Council review the goals, features and prioritization levels within the Plan. Staff further recommends allocating \$210,000 in the 2021 capital budget for further design development of the Village Center and construction of the wedding overlook, two high priority items.

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

- Susan Lee, Planner
- Nancy Kerry, Town Manager

Attachments:

- Comprehensive Vision & Project Implementation Plan, DRAFT, dated 9/14/2020

Frisco, Colorado

FRISCO ADVENTURE PARK

AT THE PENINSULA
RECREATION AREA



COMPREHENSIVE VISION & PROJECT IMPLEMENTATION PLAN

SEPTEMBER 17, 2020

Prepared By: Lose Design



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Acknowledgements

Lose Design would like to thank all the elected officials, board members, commissioners, staff and citizens, who participated in the development of this master plan. Through your commitment and dedication to the Town of Frisco and Peninsula Recreation Area, we were able to develop this plan to guide the delivery of recreation services to the citizens of Frisco.

TOWN OF FRISCO

MAYOR

Honorable Hunter Mortensen

TOWN MANAGER

Nancy Kerry

ASSISTANT TOWN MANAGER / RECREATION & CULTURE DIRECTOR

Diane McBride

TOWN COUNCIL

Andrew Aerenson

Jessica Burley

Dan Fallon

Andy Held

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Nancy Kerry

Jon Kreamelmeyer

Jason Lederer

Susan Lee

Kelsy Maxie

Diane McBride

Hunter Mortensen

Mark Sabatini

Andy Stabile

Megan Testin

CONSULTANT TEAM



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01	INTRODUCTION <i>Overview</i> <i>Project Intent</i> <i>Research & Design Process</i> <i>Regional Context</i> <i>Existing Conditions</i>	1.01 - 1.05
02	ANALYSIS <i>Previous Reports</i> <i>Interviews & Site Visits</i> <i>Advisory Group Workshops</i> <i>Community Conversation</i>	2.01 - 2.05
03	VISIONING & DESIGN <i>Project Statements & Goals</i> <i>Project Goals & Associated Features</i> <i>Vision Plan</i> <i>Revenue-Generating Opportunities</i> <i>Operational Efficiencies</i> <i>Value-Added Enhancements</i>	3.01 - 3.21
04	IMPLEMENTATION <i>Overview</i> <i>Decision-Making Tools</i> <i>Tier 1 Summary Table</i> <i>Tier 2 Summary Table</i> <i>Tier 3 Summary Table</i> <i>Funding</i>	4.01 - 4.09
05	APPENDIX	5.01 - 5.45

THE FRISCO ADVENTURE PARK...

Executive Summary

PROJECT BACKGROUND

Nestled between the mountain peaks of the Ten Mile Range and the shores of Lake Dillon, the Town of Frisco is known for its historic Main Street, welcoming community, and abundant recreational opportunities. The Peninsula Recreation Area (PRA) is one of Frisco's crown jewels, offering amazing mountain and lake vistas, and a myriad of recreational options in an idyllic, natural setting. A community that values healthy, active lifestyles, the Town of Frisco recognizes that our natural environment is a vital asset, and its protection, of utmost importance. Balancing the growth of recreational amenities at the PRA with the preservation of its natural beauty is an important consideration in planning for the future of the community.

Because of this importance, Frisco's Town Council and staff engaged Lose Design and its team of professionals to complete a vision and project implementation plan. While several planning efforts have been conducted over the years, none have done so in a comprehensive manner that considered all of the PRA as a whole. The most



recent comprehensive effort is now over ten years old.

The intent of this report is to pull together the work of previous studies and establish a long-term vision for the PRA in order to create a prioritized implementation plan for future construction projects. This includes an evaluation of the park from a holistic point of view, consideration of current uses and facilities, desired future uses and intensities, and recommendations for new and innovative offerings.

The name "Frisco Adventure Park at the Peninsula Recreation Area" identifies the more developed area of the park while physically locating it within the larger peninsula landmass. This serves to distinguish Frisco Adventure Park, with its facilities and programs, while also emphasizing its place within a greater context. Indeed, the Frisco Adventure Park is an active built environment that exists within the passive natural landscape of the PRA.

VISION, MISSION, & GOALS

The Frisco Adventure Park's Vision is **to cultivate memorable Frisco recreational experiences.**

This is achieved with a long-term focus on nurturing forms of recreation that will live in people's memories for years to come and remind them of the unique Frisco character that accompanied these experiences.

The mission of the Frisco Adventure Park is **to provide and support a diverse range of year-round**

recreational activities that make all visitors feel welcome to the Frisco community.

This intention commits the park to maintaining a variety of recreational opportunities throughout all seasons. It also dedicates the park to providing a setting and environment that is welcoming to both local community members and visitors to the region.

This vision and mission are supported by the pursuit of three goals:

- Implement and improve features that increase opportunities to generate funds to sustain park operations or Town initiatives. These are outlined in this plan as Revenue Generating Opportunities.
- Implement and improve features related to basic park logistical functions. These are outlined in this plan as Operational Efficiencies.
- Implement and improve features that enhance the overall community value and park visitor experience, regardless of financial opportunity. These are outlined in this plan as Value-Added Enhancements.

Each goal is meant to give reason and purpose to the proposed design features. It is the basis for considering and organizing each design element. If a feature cannot be related to one of these goals, it cannot be seen as contributing to the grander Frisco Adventure Park Vision and Mission and subsequently, should be reconsidered for implementation.



PLANNING & DESIGN CHALLENGES

The PRA presents unique planning and design challenges. Physically, the site is disorganized and difficult to navigate. Storage, material piles, exposed equipment, and open work yards diminish the quality of the overall user experience.

All of the facilities are in critical need of upgrade and/or expansion. Adequate administrative offices are lacking, storage is significantly limited, and programming regularly exceeds facility capabilities and capacities. These same facilities are also not capitalizing on revenue-generating opportunities to the fullest extents possible. Most notably, overuse and limited space are hindering prospects for program growth, more rentable space, concession operations, and general product sales.

KEY FEATURES

While the Master Plan (see pages viii and ix) recommends multiple features throughout the site, the heart of the design focuses on the Recreation Village. This area serves as the park's "base camp."



It is the administrative center and recreational core and is defined by four main buildings:

- Village Center—The park’s new “headquarters” where all administrative operations are coordinated.
- Day Lodge—Renovated to be a full-time, revenue-generating rental facility for medium-sized events.
- Activity Center—A new facility that accommodates all Nordic activities and summer/winter camp programs.
- Nordic Center—Renovated to be a full-time, revenue-generating rental facility for small events.

The plaza spaces framed between these buildings are pedestrian-friendly mingling zones. They present an outdoor environment unique to Frisco and the park and provide areas to gather, eat, relax, play, skate, view art, and recreate.

Other key site features include:

- Wedding Overlook—a small-scale, rustic outdoor setting that capitalizes on amazing views to offer a memorable, revenue-generating venue for ceremonies
- Community Space—a reclaimed open space that maintains a range of new recreational programming opportunities
- Pavilion/Restroom—an open-air shelter that acts as an amenity hub for Skate Park, Bike Park, and Ropes Course users
- Wayfinding system—a family of signage/orienting elements that organize the park

and contribute to defining the its built identity and establishing a sense of place

PROJECT PRIORITIZATION

An important outcome of this plan is guiding the growth and development in an orderly, self-sustaining manner. The following prioritization levels have been assigned to the proposed features in order to assist with planning and budgeting.

- High Priority features are those that generate high net revenue, are critical to operational success, and/or are “low-hanging fruit” that would provide immediate positive impact.
- Moderate Priority features are those that generate medium net revenue, are important (but not critical) to operational success, and/or depend on High Priority items for success.
- Low Priority features maintain minimal bearing on operational or financial success, are controversial, and/or maintain minimal value until other features are implemented.

High Priority Features

The **Village Center**. The Village Center building would accommodate immediate operational needs including office space, ticketing and sales space, and classroom-flex space. Construction of this building would initiate development of the Recreation Village concept and free up the existing Day Lodge for renovation. These would support Activity Center development and Nordic Center renovation. Village Center construction and Day Lodge renovation also emphasize the need for

the southern Pavilion/Restroom so that if these facilities are utilized full-time for other programmed purposes, Skate and Bike Park users will have separate accommodations for gathering and restroom space.

The **Wedding Overlook**. Capital costs are minimal, and once built, it could generate revenue. The Day Lodge would be available for receptions (and increasingly so following its renovation after Village Center construction).

The **Community Space**. This feature is intended to reclaim the boneyard area and transform it for a future community use. While its development will likely require long-term planning, all efforts will begin with determining the future of the existing Boneyard (a Public Works storage yard that currently exists on-site). Additional planning and consideration will be needed in order to understand how this will be managed.

The **Wayfinding system**. The development and implementation of an effective wayfinding system are critical components in organizing the site and helping visitors (especially first-timers) orient themselves. Equally important is the Wayfinding system’s role in defining the park’s identity and establishing the Frisco Adventure Park as an integral of Frisco with features that lend it a similar sense of place.

(Note - A full listing and description of priorities may be found on pages 4.4 and 4.5.)

CONCLUSION

This report provides a long-term vision and site master plan for the Frisco Adventure Park. It includes an evaluation of the park from a holistic point of view, considering current uses and facilities, previous ideas and reports, and desired future uses and intensities. It also presents a prioritized implementation plan supported by staff and community input, financial analysis, and revenue modeling. As a general road map, it is intended to provide broad guidance toward park enhancement and success where more detailed design development exists as the next step.

The Frisco Adventure Park at the Peninsula Recreation Area is a recreational gem, highly valued and loved by the Frisco community. The Town and its citizens are passionate about its success. They envision a setting where memorable Frisco recreational experiences can be cultivated and nurtured. A setting that supports itself financially, increases revenue-generating opportunities, functions logistically, and provides the greatest setting for people to recreate. A setting where you can **Find Your Next Adventure!**



~ MASTER PLAN ~
FRISCO ADVENTURE PARK
 AT THE
 PENINSULA RECREATION AREA



Legend (Site Features)

- | | | | | |
|------------------------|------------------------------------|--|-----------------------|-------------------------------|
| 1 Monumental Signage | 5 Community Space | 9 Sleigh/Chuckwagon Concessionaire (Stables) | 13 Large Overlook | 17 Bike Park |
| 2 Arch Entry / Signage | 6 Small Overlook | 10 Sleigh/Chuckwagon Concessionaire (Check-In) | 14 Sledding Hill | 18 Pump Track |
| 3 Art | 7 Wedding Overlook (Arbor / Patio) | 11 Multipurpose Field | 15 Skate Park | 19 By-Pass Route for Rec Path |
| 4 Pavilion / Restroom | 8 Maintenance Complex | 12 Disc Golf | 16 Playground (South) | 20 Tubing Hill |

Legend (Parking Lots)

- | | |
|---------------|--------------|
| P1 28 spaces | P5 43 spaces |
| P2 29 spaces | P6 58 spaces |
| P3 112 spaces | P7 61 spaces |
| P4 32 spaces | P8 55 spaces |



~ MASTER PLAN ~
RECREATION VILLAGE
 AT THE
FRISCO ADVENTURE PARK

Legend (Site Features)

- | | | | | | |
|---|----------------------------|---|--------------------|----|------------|
| 1 | Village Center | 5 | Ice Circle | 9 | Well House |
| 2 | Day Lodge (Renovation) | 6 | Pump House | 10 | Art |
| 3 | Nordic Center (Renovation) | 7 | Playground (North) | 11 | Bus Stop |
| 4 | Activity Center | 8 | Multipurpose Field | | |

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THE ADVENTURE BEGINS...

Overview

The Town of Frisco is a small area of about 1,280 square acres and surrounded by public lands including those of the USFS, Summit County, Denver Water, and the Town of Frisco's own parks and open space. All of these lands are assets that provide access to mountain trails, to the scenic and uniquely situated waters of Lake Dillon, to sensitive wildlife habitat and open space vistas, and the



recreational parks and campgrounds of the many developed recreation areas in the region. With over 4.5 million people located in the Denver-Colorado Springs metropolitan area accessed easily by I-70 and within a 1.5 to 2 hour drive to Frisco, it is no wonder that Frisco has become both a recreational mecca and entryway to the Rocky Mountain playgrounds of Colorado.

The Peninsula Recreation Area (PRA) is located on the eastern end of the Town of Frisco, Colorado directly adjacent to Lake Dillon. It is approximately 73 miles west of the City of Denver, 3 miles south of the Interstate 70 (I-70) corridor, and is near several alpine ski areas within Summit County (Copper

Mountain Resort, Keystone Resort, Arapahoe Basin Ski Area, and Breckenridge Ski Resort). The overall PRA is 807 acres: 220 acres (27%) are owned by the Town, 565 acres (70%) are owned by the National Forest Service (NFS) and administered by the Dillon Ranger District of the White River National Forest Service and under a Special Use Permit (SUP), and 22 acres (3%) are owned by Denver Water.

The PRA is home to a variety of existing winter and summer recreational amenities. Winter amenities include Nordic skiing and snowshoeing, snow tubing, beginner skiing/snowboarding, sledding, and sleigh rides/dinners. In total, there are approximately 14.9 miles of winter trails operated by the Nordic Center. Approximately 7.5 miles of the trail system currently exist on NFS lands within the Nordic Center's SUP area; the other approximately 7.4 miles exist on lands that are privately owned by either the Town of Frisco or Denver Water. Summer recreational amenities include a softball field, a multipurpose field, a 28,000 square foot skatepark, a 27-hole disc golf course, a bike park, road and mountain biking, hiking and trail running, dinner chuckwagon rides, and camping and boating within a 96-site campground that is operated by a concessionaire for the Forest Service (this campground is located entirely on NFS land).

While the Town of Frisco recognizes its civic duties, it also understands that it operates as a business. With this awareness comes a sense of fiscal obligation to fill this role responsibly. Regarding the PRA, the Town is striving to balance the revenue opportunities in both the summer and winter seasons as well as utilize funds generated by one project to potentially fund the next.

Project Intent

The PRA is one of the primary assets that makes Frisco a unique mountain town. Because of this importance, Frisco's Town Council and staff engaged Lose Design and its team of professionals to complete a vision and project implementation plan. While previous reports have explored specific components of the PRA, none have done so in a comprehensive manner that considered all design elements as a whole. The closest effort to a comprehensive effort occurred, perhaps, with the *Frisco Peninsula Recreation Area - Final Design Report* by DHM Design, but this is now over ten years old. In 2017, Norris Design facilitated a Town charette, but while broad in its scope and recommendations, this work was conducted over a shorter time frame and did not include financial analysis.

The intent of this report is not to "reinvent the wheel" but rather to "bring it all together" under the umbrella of a comprehensive, interactive planning process. The primary outcome is intended to prepare a long-term vision resulting in a prioritized implementation plan for future construction projects. This includes an evaluation of the park from a holistic point of view, considering current uses and facilities, previous ideas and reports, desired future uses and intensities, and offer new and innovative recommendations.



Research & Design Process

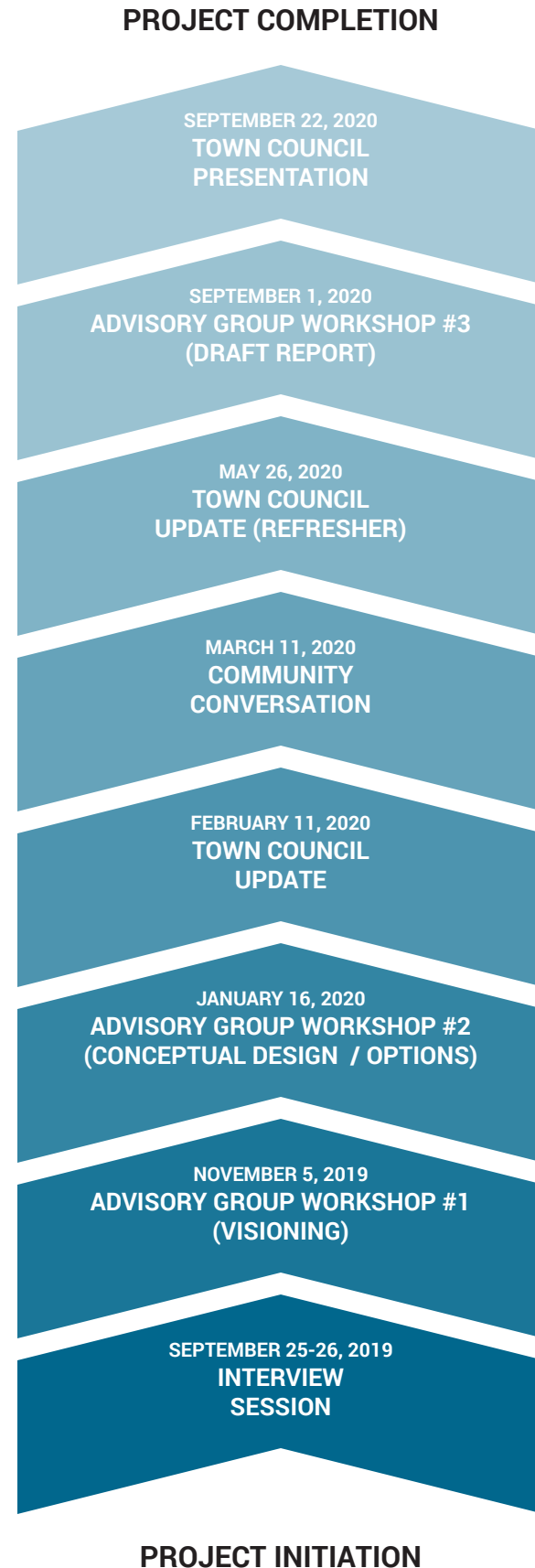
Project research began with an initial review of all previous initiatives and reports compiled by the Town of Frisco as related to the site. While research continued, a two-day **interview session (September 25-26, 2019)** was conducted with Town staff, stakeholders, user groups, neighbors, and organizations involved in previous initiatives to understand existing conditions and challenges as well as desired outcomes. During this time, the Lose team walked the site to observe existing physical conditions first-hand.

After compiling interview and research notes into a consolidated format, the Lose team returned to engage the appointed Advisory Group (composed of Town staff, local user groups, and community leaders) on two separate occasions. The first meeting consisted of **visioning workshop (November 5, 2019)** that examined the values, vision, and mission of the PRA, particularly as related to the Frisco community. The second meeting consisted of a **conceptual design presentation (January 16, 2020)** that revisited the PRA vision and mission statement and outlined multiple site and building design options.

The design process continued with a **Town Council project update (February 11, 2020)** and a **Community Conversation (March 11, 2020)** to elicit feedback from the community about visioning, programming and conceptual ideas completed to date. It also served as an opportunity to obtain open-ended input about desired/undesired features for the PRA.

After a brief project delay caused by the unprecedented COVID-19 pandemic, the Lose team rebooted the project with a “refresher” **Town Council project update (May 26, 2020)**. It then facilitated a third Advisory Committee meeting that consisted of a **draft report presentation (September 1, 2020)** to gather final feedback regarding project material and direction.

Upon revision, the final report was presented at a **Town Council meeting (September 22, 2020)** for review.



Regional Context

Frisco, Colorado

Frisco’s history began with the Ute Indians, Colorado’s first and longest remaining inhabitants, to the region now known as Summit County. The first white men to come through this area were known as “mountain men” who trapped in the high mountain lakes for beaver from 1810 into the 1840s.

The 1870s ushered in the mining industry. Founded in 1873 (officially chartered in 1879) by Henry Recen, the Town of Frisco quickly developed thanks in part to the locale’s many mines. By 1882 the permanent population reached 250 with two railroads, many businesses, hotels, and saloons. The mining boom lasted until 1918.

Along with the rest of the country, Frisco was hit by the Depression; by 1930 Frisco’s permanent

population had dropped to only 18 people but was one of the few mining towns to keep going. Frisco persevered and by 1946 the population had increased to 50.

With a current population just under 2,800 full-time residents, Frisco remained a sleepy town with a sprinkling of summer tourists until the ski industry – which now attracts millions of people a year to the area – brought a new boom era to Summit County.

This rich history provides the context in which the PRA exists. The park’s identity, including all of its existing amenities and future expansions, are linked to the local heritage. Frisco’s identity has shaped (and will continue to shape) the PRA. In turn, the PRA will also serve to assist in defining the Town, its values, character, and lifestyle.



Regional Context (cont.)







Peninsula Recreation Area (PRA)

Located east of downtown Frisco along Highway 9, the Peninsula Recreation Area (PRA) represents the largest recreational space in the Frisco community. The site boasts a beautiful natural setting and spectacular views of Lake Dillon, surrounding communities, and nearby mountain peaks. It also contains a campground, miles of trails, and the Frisco Adventure Park.

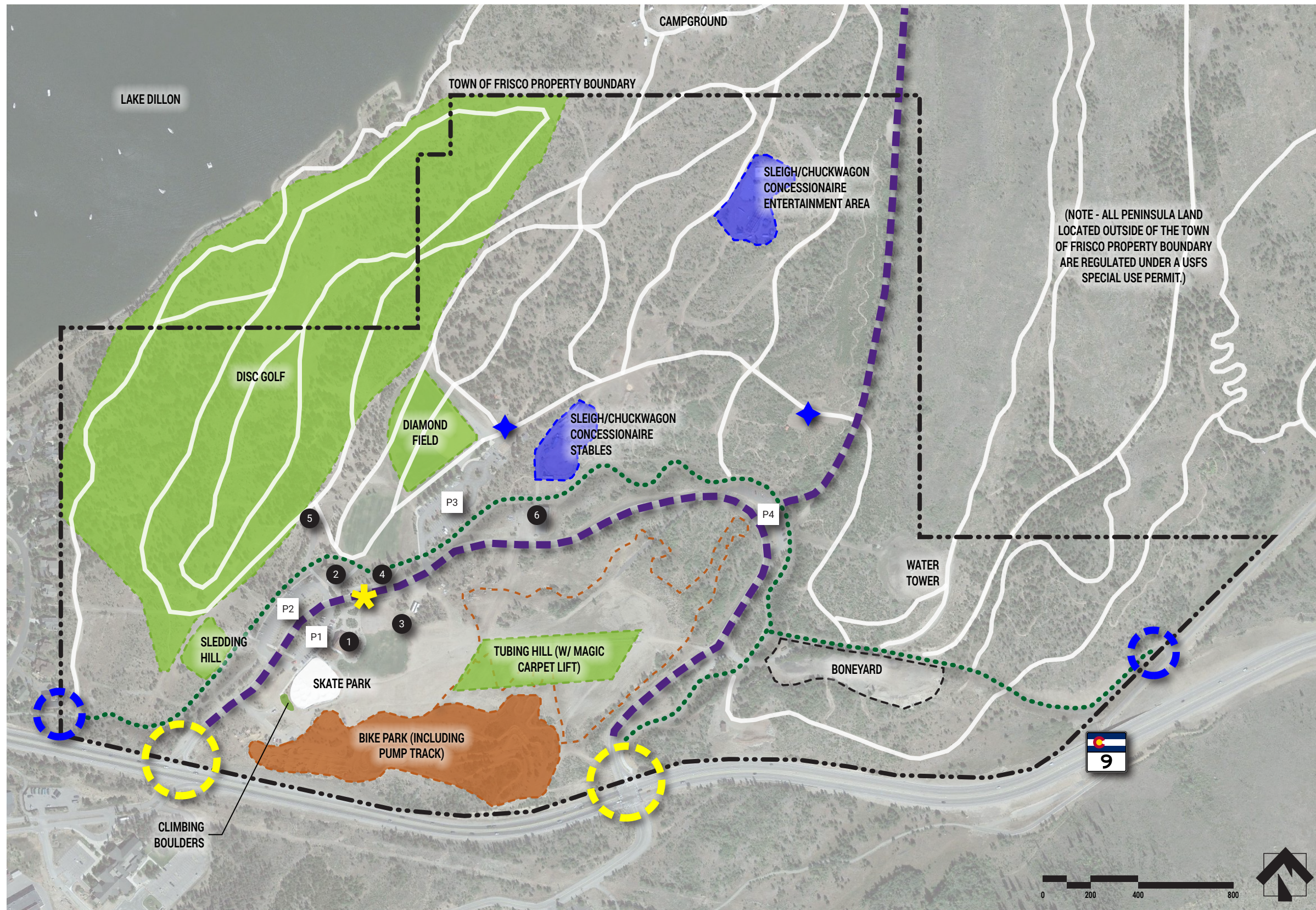
The total 807-acre land area is divided among three owners - 565 acres are owned/managed by the U.S. Forest Service, 22 Acres are owned/managed by Denver Water, and the remaining 220 acres are owned/managed by the Town of Frisco.

The 220 Town-owned acres (highlighted on the map at right) are the primary subject of this report.

Legend

-  Town of Frisco
-  Peninsula Recreation Area Boundary
-  Interstate
-  State Highway
-  Local Street
-  Regional Pathway





Existing Conditions

The 220 acres of PRA land owned by the Town of Frisco have historically and loosely been referred to as the Frisco Adventure Park. The park supports an administrative and maintenance staff that coordinate park operations, facilitate upkeep, and organize a wide range of year-round programming activities. Some maintenance duties are also shared with the Town's Public Works department.

Legend

Access & Circulation

- Main Access
- Recreation Path Access
- Bus Stop (not in use)
- Vehicular Drive
- Recreational Path (paved)
- Bike Trail (unpaved)
- Summer & Winter Trail

Buildings & Parking

- 1 Day Lodge
- 2 Nordic Center
- 3 Yurt
- 4 Pump House
- 5 Well House
- 6 Maintenance Building
- P1 43 spaces
- P2 58 spaces
- P3 92 spaces
- P4 22 spaces

Recreation Areas

- Recreational Green Space
- Bike Park (including Pump Track)
- Skate Park
- Climbing Boulders
- Sleigh / Chuckwagon Concessionaire Space
- Sleigh / Chuckwagon Concessionaire Check-Ins (seasonal)

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02 ANALYSIS



WHERE ARE WE NOW...

Previous Reports

Since the last master plan report was completed in 2009, many of its recommended features (and others noted in reports generated prior to its publication) were implemented - the tubing hill, skate park expansion, trail work, climbing boulders, and 27-hole disc golf course. Other reports that engage individual elements of the park and larger PRA have also since been published. However, many aspects of these planning efforts have not been implemented because they are not addressed in the original 2009 master plan. Over time, the need for an updated plan/document emerged - one that considers these reports in an all-inclusive effort and relates them to current circumstances.

The full list of documents consulted for this project consisted of:

- 2001 Town of Frisco Parks and Recreation Master Plan
- 2002 PRA Land Use Plan
- 2007 PRA Land Use Plan
- 2009 Peninsula Recreation Area Design Plan (prepared by DHM Design)



- 2016 Peninsula Recreation Area Potential Planning Elements Evaluation (prepared by SE Group)
- CDOT's GAP Project
- 2017 Design Charrette (prepared by Norris Design, May 18, 2017)
- 2017 Lake Hill Neighborhood Master Plan
- 2017 Frisco Trails Master Plan
- 2018 Frisco Bay Marina Master Plan
- 2019 Frisco Nordic Center Master Development Plan
- 2019 Frisco Parks Master Plan Survey
- 2019-2020 Council's Strategic Plan
- 2019 Summit County's Fieldhouse Feasibility Study
- 2019 Frisco's Community Plan

Findings with direct application to this project have been summarized below. For a more detailed summary of key report findings, see the Appendix.

2019 - Frisco Community Plan:

- The Community Vision describes Frisco as "A close-knit, welcoming community that cherishes our history, environment, healthy lifestyle, and unique sense of place."
- Frisco's Small Mountain Town Character consists of "friendly small-town atmosphere, scenic beauty, the people, the lake, the historic street design and layout, access to recreation and trails, [and the] ski industry."

2007 - Recreation on the Frisco PRA, Land Use Plan:

Goals to maintain the long-term vision of enhancing the PRA as Frisco's diverse recreational "Mecca" include:

- Maintain and enhance the existing winter and summer recreational amenities, to surpass expectations and provide

exceptional quality recreational experiences.

- Promote recreational events that contribute to and further promote the town's tourism economy and highlight the diverse recreational offerings at the PRA.
- Implement new diverse recreational amenities and uses that complement existing uses, to further enhance the PRA's quality recreational offerings.
- Improve the health of the PRA's flora and fauna to ensure a sustainable environment in which recreational amenities, scenic vistas, and existing wildlife habitats are enhanced.

2016 - Frisco PRA Potential Planning Elements Evaluation:

Town Council direction when considering incorporation of PRA design elements include:

- The PRA and Marina define Frisco as a unique mountain town.
- Activities and features in the PRA should maintain character with the mountain environment.
- Future plans for the PRA should avoid the evolution into a commercial character "fun park."
- The Town is committed to primarily providing amenities for local community members but recognizes the opportunities presented by the tremendous levels of visitors Summit County receives.
- Ideally, facilities would be a blend of revenue and non-revenue to produce an aggregate break-even for the area as a whole.
- Council prefers to save for new amenities, or fund them internally, as opposed to borrowing or bonding funds. This element represents prudent fiscal management, but

may limit the opportunities which can be developed.

- There is interest in diversifying the FAP so that it is not perceived as "just a tubing hill."
- The "role" of the PRA is centered upon community recreation, health and fitness.
- Projects which may enhance continuity between the PRA and the main areas of town are optimal.

2017 - Design Charrette:

- Phasing elements recommended for 2017-2018 consisted of skate park expansion, nature play, disc golf, sport court, Two Below Zero yurt relocation, Frisco Day Lodge, Frisco Nordic Center improvements.
- Phasing elements recommended for 2018-2028 consisted of trail expansions, skating rink, ice skate pavilion & office structure, entrance monument, volleyball courts, parking & landscape improvements, enhanced trailhead & bouldering, open field, and recreation center / field house study alternative locations.
- Phasing elements recommended for 2028+ consisted of parking, pavilion, Two Below Zero relocation, and trail improvements.

2019 - Frisco Parks Master Plan Survey

- Frisco Residents place a high value on facilities that provide a natural outdoor experience, but many residents want indoor athletic facilities as well.
- When asked to rank the most important parks and recreation needs for Frisco to address over the next 5 to 10 years, year-round and part-time residents provided similar ratings (indoor athletic facility, dog park, and additional public spaces or plazas).

Interviews & Site Visits

Interview Series - September 25 & 26, 2019

An interview series was conducted over the course of two full days to engage a full range of stakeholders, staff, officials, and users selected by Town staff.

Each interview session lasted approximately one hour, and general discussion items included interpretation of park identity and role within the community, park strengths and weakness, and overall opportunities and challenges. Where sessions consisted of specific user groups, conversations (understandably) focused on corresponding special interest topics.

Immediately following the interview sessions, the design team met with Town staff to summarize key observations and conducted follow-up phone conversations to discuss other findings.

INTERVIEW LINE-UP

September 25

Town of Frisco Staff

Adventure Park Staff

Public Works Staff

SE Group

Norris Design

Stais Architecture & Interiors

Town of Frisco Events Crew

September 26

Summer User Groups

Waterdance Community Members

Winter User Groups

Town Council Members

Follow-up phone call interviews

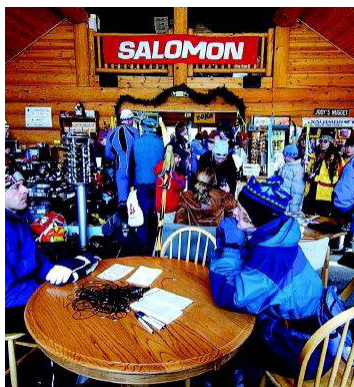
Adventure Park Maintenance Staff

Two Below Zero

Site Visits - Multiple

A formal site tour was conducted prior to the interviews to provide context for general discussion. Additional walkthroughs were conducted by the design team in the following month to gain a better understanding of site conditions. Key observations and analytical conclusions based on these site visits include:

- The site maintains an iconic natural setting with spectacular view. Any design should protect this atmosphere and utilize it to its full advantage.
- The site is generally disorganized and difficult to navigate for a first-time user. Wayfinding would go a long way to improve this shortcoming.
- The site is in need of clean-up and screening. Unsightly storage, material piles, exposed equipment, and open work yards prove detrimental to the overall user experience.
- The site and its facilities are in serious need of additional storage opportunities.
- The staff is in serious need of administrative offices and amenities.
- The site maintains strong regional connection opportunities from its main trail system. This will improve with the construction of a southern pedestrian path below Highway 9.
- Regional connectivity would be greatly improved with the integration of the existing on-site bus stop within a greater transit service system.
- Operations and programming at the Day Lodge exceed the facility's intended capability and capacity.
- Operations and programming at the Nordic Center exceed the facility's intended capability and capacity.
- While the Boneyard serves important Public Works storage needs, it detracts from the overall user experience and exists as a lost opportunity for recreational use.



Key Findings & Perceptions

- Frisco is:
 - ◊ Rugged, rustic, quirky, and quaint
 - ◊ Not a streamlined, resort town
 - ◊ Connected to its mining past and Scandinavian heritage
 - ◊ Walkable
 - ◊ Central to the surrounding mountain communities but smaller
 - ◊ Authentic
- The PRA is beloved as a recreational gem by nearly the entire Frisco community.
- The PRA is known for offering a "classic outdoor Colorado experience":
 - ◊ Majestic views
 - ◊ Rugged terrain
 - ◊ Adventurous activities
- The PRA is family oriented.
- The PRA is accessible:
 - ◊ Open for year-round use
- ◊ Offers programmed and unprogrammed recreational opportunities
- ◊ Balances local vs. tourist visitation
- ◊ Maintains potential for experience-level gradation (from beginner-level to expert-level)
- The PRA lacks a vision, mission, and master plan for guiding decision-making and future development.
- The site lacks identity, and sense of place is weak.
- The site is generally disorganized.
- The site offers a wide range of recreational opportunities but could offer more.
- The Boneyard presents a challenging situation - while it serves an important municipal purpose, it does not fit within the context of the site.

Advisory Group Workshops

Workshop #1 - November 5, 2019

The first Advisory Group Workshop focused on the development of three draft Vision Statements.

Group members engaged in discussion related to understanding Frisco's identity and how it related to the PRA. This was followed by discussion regarding the PRA's identity, and the group dividing into three sub-groups tasked with identifying park strengths and weaknesses. Lastly, each sub-group worked through a series of exercises to prepare and revise its own version of a park Vision Statement.

The resultant draft statements were as follows:

- "Frisco's front yard where everyone can have a unique outdoor Colorado experience."
- "The PRA is a part of the community that promotes diverse recreation and interaction enhanced by the natural environment."
- "Introduce, Amplify, Education all into our unique Frisco Colorado lifestyle with diverse and inclusive year-round activities."

Following this first workshop, the Lose team worked with Town staff to develop a merged draft Vision Statement and develop a honed Mission Statement. The design team also began developing a preliminary Program and Conceptual Design package for staff review and feedback.



Workshop #2 - January 16, 2020

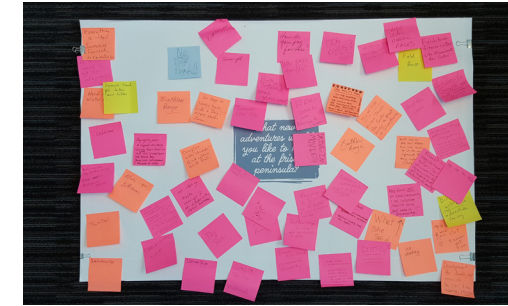
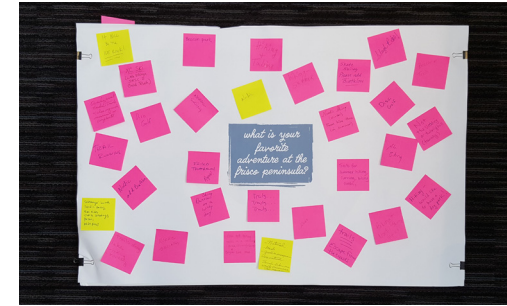
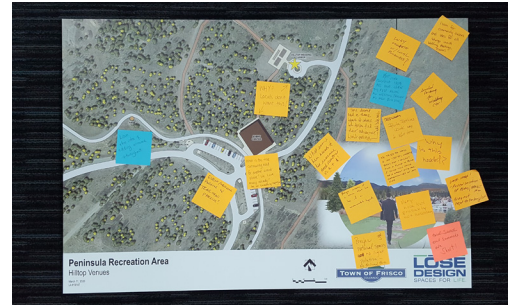
The second Advisory Group Workshop focused on the presentation of a draft Program and multiple design concepts to elicit group feedback for further design development.

The workshop opened by presenting the merged Vision Statement and introducing the new Mission Statement and related both to a draft Program. Feedback was obtained before moving on to present a base design concept and associated options. Multiple options were presented for the following design elements:

- Signage family options
- Character element options
- Activity Center site locations and floor plans
- New Building (Administration) floor plans
- Nordic Center expansion and renovation options
- Wedding Facility site locations
- Event Venue site locations and floor plans
- Sleigh/Chuckwagon Concessionaire site locations
- Boneyard design options

Following this second workshop, the design team utilized group feedback to revise the Vision and Mission Statements. It also updated Programming organization and priority. Lastly, the Lose team utilized feedback to revise the Conceptual Design and began preparation of a final Design Package to be prepared at the upcoming Community Conversation.

(To see the full set of material presented and generated at Advisory Group Workshop #2, please refer to the Appendix.)



53% of the Proposed Recreation Village comments expressed concern for additional buildings and paved parking



Of the 18 Wedding Venue comments, 5 were in favor, 10 were against, and the remainder were not relevant

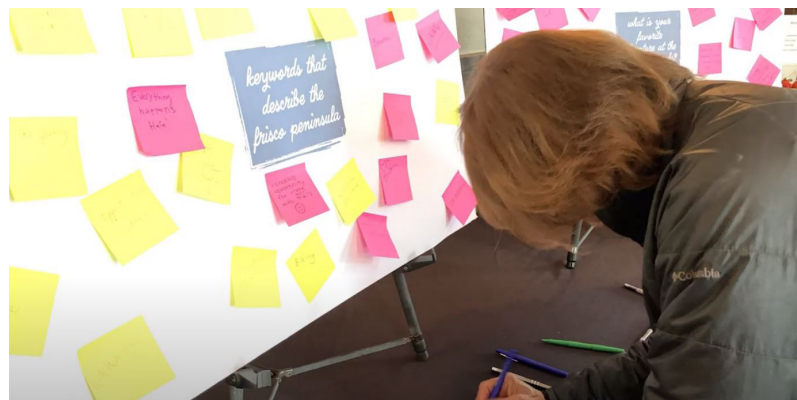


11 comments were in favor of providing general learning opportunities within the park (programs, signage, etc.)

Community Conversation

On March 11, 2020, Lose Design facilitated a Community Conversation meeting held at the Frisco Adventure Park's Day Lodge. The format of the gathering included seven (7) display boards positioned for Post-it note comment, a formal presentation, and follow-up individual discussions with attendees. The meeting was recorded and posted to YouTube.

TOP 10 NEW ADVENTURE COMMENTS	OPERATIONAL	REVENUE-GENERATING	VALUE-ADDED
1 Ice Skating		•	•
2 Biathlon Range		•	•
3 Dog Park / Dog Agility Park		•	•
4 Indoor Recreation / Activities Building	•	•	•
5 Trail Amenities & Enhancements		•	•
6 Nordic Races Enhancements		•	•
7 Community Focused Programming & Minimal New Development	•		•
8 Learning opportunities (general programs, signage, etc.)	•		•
9 Slip'n Slide			•
10 Drive-in Movies			•



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PEOPLE ATTENDED THE COMMUNITY CONVERSATION ON MARCH 11

TOP 5 DESIRED NEW ADVENTURES

BIATHLON
TRAIL ENHANCEMENTS
DOG PARK
SKATING (ICE & ROLLER)
INDOOR ACTIVITY CENTER

71%

OF RESPONDENTS RANKED **NORDIC SKIING & TRAILS** AS THEIR #1 FAVORITE CURRENT ADVENTURE

#1 NATURAL BEAUTY
RANKED AS THE HIGHEST TOPIC LISTED FOR DESCRIBING THE PRA

41 OF 45

BONEYARD COMMENTS RECOMMENDED CONVERTING IT TO RECREATIONAL USE



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03

VISIONING & DESIGN



FIND YOUR NEXT ADVENTURE!

Project Statements & Goals

Project Statements are perhaps the most important components of the planning and design process because they set the stage for all work to follow. Effective Project Statements provide clear direction but are not too limiting in their direction. They often consist of a Tagline, Vision Statement, and Mission Statement.

The Tagline is a catchphrase or slogan that is meant to leave a lasting impression about the project in a short period of time. It is typically used as a marketing tool, incorporated into social media, websites, advertisements, etc. The Vision Statement describes the long-term project aspiration. It reveals what the project most hopes to become and achieve. Lastly, the Mission Statement identifies the project's intent and how it plans to achieve its Vision.

The Frisco Adventure Park Tagline, Vision Statement, and Mission Statement are based on research into previous reports as well as input gathered during interview sessions and workshops. They are intended to embody the adventurous, recreational spirit of the park, the values of the Frisco community and focus efforts for improvement and growth.

Project Goals take the spirit of Project Statements and go one step further by identifying specific aims intended to support the Mission and achieve the Vision. The three categories of goals for the Frisco Adventure Park consists of:

- Revenue-Generating Opportunities - Implement and improve features that increase opportunities to generate funds for park day-to-day activities or future initiatives.
- Operational Efficiencies - Implement and improve features related to basic park logistical functions.
- Value-Added Enhancements - Implement and improve features that enhance the park experience, add to the quality and diversity of park offerings, and support community values.

Each Goal is meant to give reason and purpose to the proposed design feature. It is the basis for considering and organizing each element. If a feature cannot be related to one of these Goals, it cannot be seen as contributing to the grander Frisco Adventure Park Vision and Mission and subsequently, should be reconsidered for implementation.

TAGLINE:

"Find your next adventure!"

VISION STATEMENT:

*"To **cultivate** memorable Frisco **recreational** experiences."*

MISSION STATEMENT:

*"To provide and support a **diverse** range of year-round **recreational** activities that make all visitors feel welcome to the Frisco **community**."*



Project Goals & Associated Features

VALUE-ADDED ENHANCEMENTS:

Implement and improve features that enhance the park experience, regardless of financial opportunity.

Features:

- Site Furnishing and Character Elements
- Public Art
- Trails
- Outdoor Pavilions and Restrooms
- Overlooks
- Playgrounds
- Multipurpose Field
- Screening of Maintenance Areas
- Biathlon
- Community Space



OPERATIONAL EFFICIENCIES:

Implement and improve features related to basic park logistical functions.

Features:

- Wayfinding
- Transit Service
- Additional Magic Carpet Lift
- Maintenance Shed
- By-Pass for Countywide Rec Path
- Additional Parking to support new amenities:
 - ◊ Village Center
 - ◊ Community Space
 - ◊ Event Center (Optional)
 - ◊ Wedding Overlook (Dropoff)
 - ◊ Parking "A" (Skate Park)
 - ◊ Parking "B" (Sledding Hill)
 - ◊ Parking "C" (Sleigh/Chuckwagon Concessionaire Check-In)

REVENUE-GENERATING OPPORTUNITIES:

Implement and improve features that increase opportunities to generate funds that sustain park activities or support future initiatives.

Features:

- Village Center/Admin and Tubing Guest Facility
- Day Lodge - Rental Venue Renovation
- Activity Center/Nordic and Youth Programming Facility
- Nordic Center Rental Venue Renovation
- Wedding Overlook (Arbor/Patio)
- Event Center
- Ice Skating (Ice Circle/Ice Trail)
- Ropes Course
- Summer Tubing
- Sleigh & Chuckwagon Concessionaire

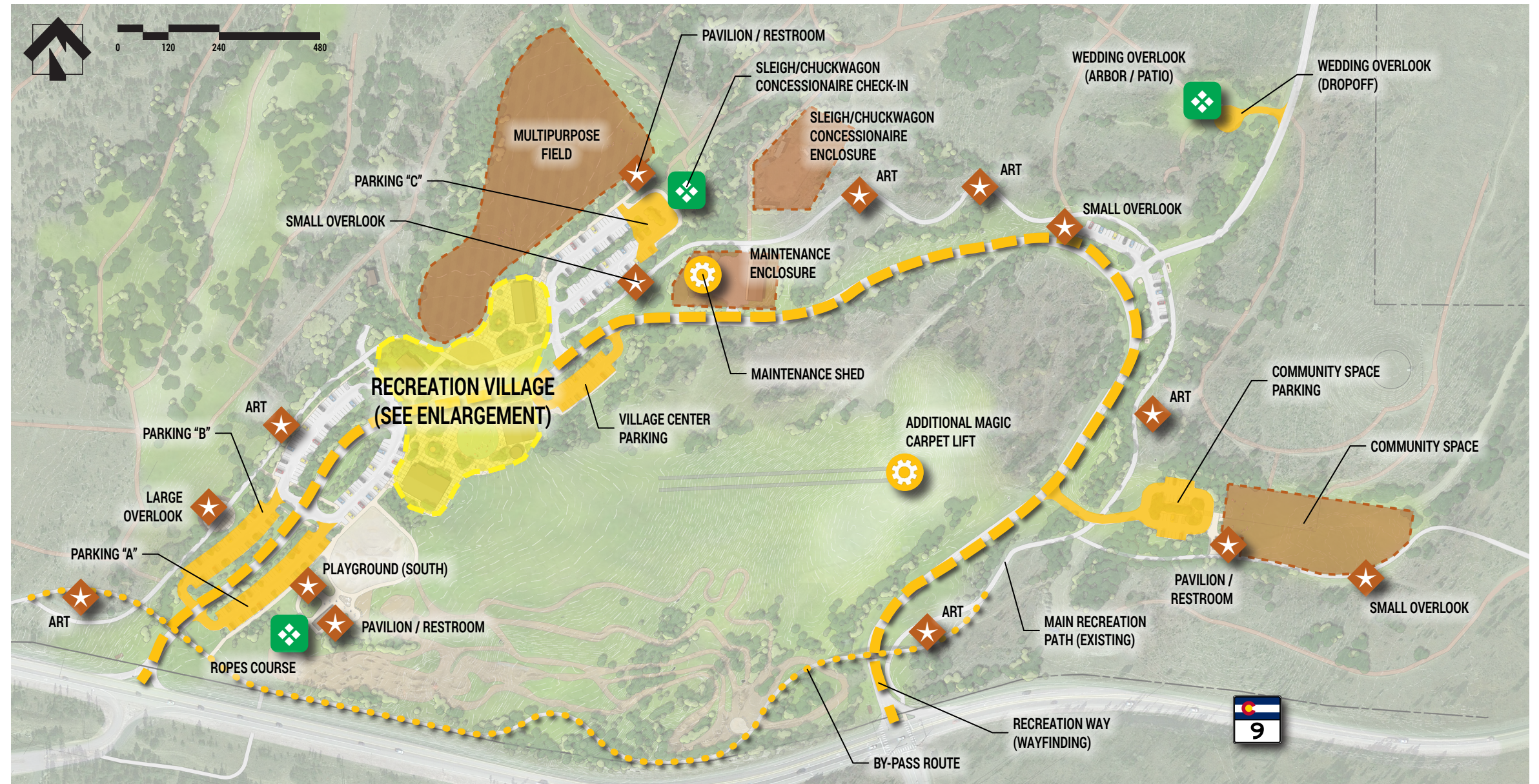
Vision Plan

The Peninsula Recreation Area is the largest municipally owned recreational feature in the greater Summit County area. With 807 total acres, jointly managed by the Town of Frisco, the USFS, and Denver Water, the PRA is an important recreational asset for the Town and the region. The Frisco Adventure Park is situated on the approximately 220 acres of Town owned land at the PRA. It contains diverse, developed recreational amenities that make it an attractive and unique launching point for the diverse range of summer and winter recreational opportunities. The Frisco Adventure Park at the PRA is one of the features that establishes Frisco's identity as a unique mountain town.

In order to sustain and enhance the future of the Frisco Adventure Park, this plan organizes proposed improvements into three categories. This organization is to ensure that all proposed facilities are congruent with the overall community vision for the PRA. These categories are 1) Revenue-Generating Opportunities 2) Operational Efficiencies, and 3) Value-Added Enhancements. Each proposed park feature is associated with one or more of these goals. Through this connection, each feature is linked to the grander Vision and Mission.

The focus of the Vision Plan is to visually identify each feature's associated goal and begin relating it to a physical location. The site's design begins with the central circulation spines formed by Recreation Way and the main recreation path. These corridors directly connect nearly every design feature and act to physically unify the site. To enhance this physical connection, character elements (including wayfinding features, fence lines, boulder lines, lighting standards/banners, etc.) are incorporated. These elements establish a visual identity that ties the site together and visually links the Frisco Adventure Park to the greater Frisco community. This begins with monumental entry signage that harkens people's arrival to the site and culminates in the Recreation Village (see plan on opposite page).

With this fundamental organizing structure in place, guests are able to orient themselves and branch off the main paths to find their next adventures. By maintaining a connection between each new design








feature and an associated project goal, the integrity of the park's Vision and Mission Statements are maintained. Guests are able to cultivate memorable recreational experiences and feel welcome to the Frisco community!

(NOTE - While some design elements have been suggested by the community - i.e., drive-in movie facility and slip'n'slide - it is not felt that they align with the park's vision, mission, and/or goals. As a result,

they have not been incorporated into the final design.

Additionally, all features proposed in the Vision Plan require further design development as they are engaged for implementation. The intent of this report is to identify key features and their approximate orders of magnitude for decision-making and planning purposes only. Separate scopes of future work can engage design detailing and construction documentation at later dates.)

Legend

-  Vehicular Corridor
-  Recreation Path Corridor
-  Revenue-Generating Opportunity
-  Operational Efficiency
-  Value-Added Enhancement

Vision Plan

RECREATION VILLAGE

The Recreation Village serves as the park's "base camp." It is the administrative center, recreational core, and main public transit dropoff point. Spatially, it is defined by four main buildings and the pedestrian plaza areas that link them together. While connected visually, these buildings maintain separate programming:

- Village Center – This facility acts as a new park headquarters by housing all administrative functions, and tubing operations from tickets and check-in to storage and supportive needs. It also contains new public spaces and a central food and beverage concessionaire.
- Day Lodge - Renovated to be a full-time, revenue-generating rental facility for medium-sized events (approximately 150 people). Kitchen facilities are expanded and basement access improved to better support rental needs.
- Activity Center - A new facility that accommodates all Nordic activities and summer/winter camp programs. The building provides a main multipurpose room and fully equipped locker rooms.
- Nordic Center - Internally renovated to be a full-time, revenue-generating rental facility for small events (approximately 60 people).




(For more information about each building, please refer to its respective profile sheet located within this section.)

The plaza spaces framed between these buildings are pedestrian-friendly mingling zones. Planting beds soften the setting while art exhibits provide visual interest. A central circle provides ice skating in the winter and roller skating in the summer (it can also be used for events, festivals, and performances during the warm times of the year). A nature-themed playground provides a place for families to play and gather.

Ultimately, the Recreation Village is a place for guests to come and go as they please, providing a space gather, eat, relax, play, skate, view art, and plan their next adventure!



Legend

-  Revenue-Generating Opportunity
-  Operational Efficiency
-  Value-Added Enhancement



VILLAGE CENTER

IMPLEMENTATION CATEGORY

Tier 1, High Priority

COST RANGE

\$5.6 - \$7.5 million

ANNUAL REVENUE RANGE

General / Winter Tubing \$856,339 - \$1,455,372

PURPOSE

The Village Center addresses administrative office/ticketing and storage space needs that are not currently being accommodated. The existing Day Lodge contains limited office and storage space, the popular tubing operations have outgrown their allotted space and the building also functions as a revenue-generating rental facility. The Day Lodge's current location and layout make it difficult to meet all of the existing needs effectively, even if expansion is considered.

DESIGN DESCRIPTION

To minimize its overall site footprint, the Village Center is a two-story multi-use facility. With an architecture style that matches and complements the Day Lodge, its first floor provides a large common room (and outdoor extension) with unimpeded tubing hill views, a food prep area to provide concessions, multiple classroom spaces, restrooms/lockers, skiing amenity space, and a tubing storage room. The second floor is dedicated to administrative needs, providing office space, conference rooms, storage, and restrooms/lockers.

(Note: Refer to Appendix for conceptual floor plans.)

RELATED FEATURES & EXPECTED OUTCOMES

Once the Village Center is built, the Day Lodge can be renovated and freed to function as a full-time rental facility (see following page). The Village Center can also eliminate storage needs being placed on the Nordic Center, enhancing the latter's ability to function as a full-time rental facility, and also accommodate tubing storage. Additionally, the new Village Center can enhance current ticketing operations as well as accommodate ticketing needs associated with a second Magic Carpet.

Incorporation of new Village Center classrooms can allow for the growth of camp programs and on-site educational instruction. Also, new Village Center concessions/retail sales can expand current patron service, and new full restroom/locker facilities can be provided for staff, patrons, and camp/instructional attendees.

Elsewhere on-site, construction of a Pavilion/ Restroom near the Skate and Bike Parks can provide amenities for associated users. This can eliminate user interference between skaters/cyclists/etc. and Village Center/Day Lodge patrons, especially during event and rental periods.





DAY LODGE (RENOVATION)
IMPLEMENTATION CATEGORY
Tier 1, High Priority

COST RANGE
\$350,000 - \$550,000

ANNUAL REVENUE
Facility Rentals \$30,000 - \$60,153

PURPOSE
In 2019, Day Lodge rental bookings generated \$30,000 in revenue, but rentals are limited due to building overuse and over-programming. The intent of the Day Lodge renovation is to repurpose the facility to focus entirely on revenue generating rental opportunities.

Concessions sales are restricted by small kitchen space and lack of product storage area. The ticketing and sales space is too small for servicing tubing patrons during peak times. Retail opportunities are limited due to the lack of merchandise display areas. Administration and storage is located in a windowless basement with water infiltration issues and is accessible only through an interior and exterior stair. This access situation is not only ADA noncompliant, but it presents a hazardous environment for moving large items in or out of storage. Lastly, while the Great Room’s windows are oriented towards the tubing hill, this winter view is blocked by the large berm of snow required for tubing safety.

DESIGN DESCRIPTION
Renovation includes kitchen expansion, ticketing office upgrades (to supplement the Village Center), and lift equipment for basement storage access. Renovation also includes expansion of the existing patio to create more usable outdoor event space.

(Note: Refer to Appendix for a conceptual floor plan.)

RELATED FEATURES & EXPECTED OUTCOMES
By exporting all administrative and ticketing operations to the new Village Center, the Day Lodge can be free to function as a full-time rental space. An expanded kitchen and concessionaire can support all functions. Also, event-based storage can be located in the basement and accessible via a new lift.

As a full-time rental facility, the renovated Day Lodge can be available 7 days a week for approximately 150 guests . The renovated Day Lodge can accommodate multiple types of events, but it can be particularly convenient and complimentary to ceremonies that occur at the park’s Wedding Overlook. A renovated Day Lodge can also lessen the immediate need for the Event Center.

As noted with the Village Center, construction of an outdoor pavilion and restroom near the Skate and Bike Parks can provide amenities for associated users. This can eliminate these user groups from needing access the Day Lodge during event and rental periods.



ACTIVITY CENTER

IMPLEMENTATION CATEGORY

Tier 2, Moderate Priority

COST RANGE

\$2.1 - \$2.9 million

ANNUAL REVENUE RANGE

Nordic	\$ 98,803 - \$187,615
Programs & Events	(-\$125,061) - (-\$110,744)
Net	(-\$ 26,258) - \$ 76,871

PURPOSE

The Activity Center addresses physical programming needs that are not currently being met. The existing, iconic Nordic Center building maintains a limited occupancy with minimal storage options.

Nordic and summer/winter camp operations are constrained by the building's size. Out of necessity, additional structures (a shed and fabric tensile room) have been added to accommodate storage and operational needs. Due to overcrowding at peak times, program growth and user experience is restrained and quality diminished.

DESIGN DESCRIPTION

The Activity Center offers a main multipurpose room supplemented by restrooms and lockers. It also includes office space, concessions, Nordic Center ticketing and rental areas, general storage, and a dedicated waxing/repair area for Nordic skiers.

Whereas other on-site spaces are more formal in nature, the Activity Center's focus is intended to provide active indoor space. All Nordic activities and summer/winter camp programming can be conducted at the Activity Center in spaces specifically designed for the intended use.

(Note: Refer to Appendix for a conceptual floor plan.)

RELATED FEATURES & EXPECTED OUTCOMES

Construction of the Activity Center can alleviate storage and multi-purpose programming demands being placed on the Nordic Center. The new facility can allow the existing Nordic Center building to be renovated and utilized as a revenue-generating, programmable space for activities more suited to its size, character, and physical capabilities.

While the Activity Center is being developed, design consideration should be given to re-routing the main path that currently runs through the northern portion of the Recreation Village. While this path can remain for general connectivity, re-routing of the main circulation path may be adjusted to run north of the Activity Center and eastern parking lot. Additional systemic path study is required in future scopes of work.





NORDIC CENTER (RENOVATION)

IMPLEMENTATION CATEGORY
Tier 2, Moderate Priority

COST RANGE
\$10,000 - \$15,000

ANNUAL REVENUE
Facility Rentals \$159 - \$2,122

PURPOSE
The intent of the Nordic Center renovation is to create a facility focused entirely on smaller-scale rental opportunities. The Nordic Center faces similar operational challenges as the Day Lodge. Space is significantly limited for current Nordic activities, summer/winter camp programming, general offices, and storage. During peak-use times, the facility is at or above capacity, diminishing the overall patron experience. Additionally, restroom and locker facilities are minimal and cannot accommodate program needs.

DESIGN DESCRIPTION
Nordic Center renovation can be relatively minor (e.g., repainting, re-carpeting, refinishing) to keep the integrity of the original design aesthetic intact.

RELATED FEATURES & EXPECTED OUTCOMES
By exporting all Nordic and summer/winter camp programming to the new Activity Center, the renovated Nordic Center can be free to function as a full-time rental space, available 7 days a week, for approximately 60 guests.

A second design option consists of expanding the current Nordic Center to better accommodate all of its unmet programming needs (refer to Appendix for a conceptual floor plan). Total cost of the expansion is approximately the same as constructing a new Activity Center (see previous page).

The greatest disadvantage of Nordic Center expansion is its potential design limitations. Whereas a new building is free to develop independently, an expansion would always be tied to the existing facility - functionally and aesthetically. While total building number would be less with the expansion option, total area of programmed space is similar in either scenario. Given that cost is also similar for either option, expansion may present unnecessary restraints on future designs the Town may wish to pursue.



WEDDING OVERLOOK (ARBOR / PATIO)

IMPLEMENTATION CATEGORY

Tier 1, High Priority

COST RANGE

Arbor \$ 2,000 - \$ 5,000

Patio \$20,000 - \$28,000

ANNUAL REVENUE RANGE

\$22,880 - \$37,838

PURPOSE

The Wedding Overlook provides a formal, outdoor space with views of Lake Dillon and the surrounding peaks designed to accommodate ceremonies.

DESIGN DESCRIPTION

The Wedding Overlook's arbor is a simple, rustic structure. Preferred surfacing beneath the arbor and guest seating is natural but holds the opportunity to be paved. Either option is graded to be ADA accessible. The preferred location maintains amazing views of Lake Dillon and the surrounding mountains.

RELATED FEATURES & EXPECTED OUTCOMES

Intended guest totals for wedding ceremonies can be approximately 100 people. Given the simplicity of the design (i.e., open arbor and flush surfacing), Nordic trails can still be able to pass through the space during wintertime. Additionally, Sleigh/Chuckwagon Concessionaire summer check-in operations can be relocated to the current winter check-in location and formalized with a more structured plaza space.

Due to public concern about site over-development, ceremony parking can be managed by having guests park elsewhere on site and shuttling them to the Arbor. A roundabout is included in the design to accommodate drop-offs.

The Day Lodge renovation can complement the Wedding Overlook by offering a dedicated rental space for receptions. Overall, this can make the Wedding Overlook more attractive to couples by offering the convenience of keeping all festivities within close proximity to one another. It can also enable the Town to offer a range of wedding package deals, increasing the opportunities for additional revenue.

Construction of an Event Center can also complement the Wedding Overlook and provide accommodations for larger groups (if desired). Similarly, facility proximity can make the Wedding Overlook more attractive to couples and afford the Town additional revenue-generating opportunities by supporting wedding package deals.





EVENT CENTER

IMPLEMENTATION CATEGORY
Tier 3, Lower Priority

COST RANGE
\$3.6 - \$4.8 million

ANNUAL REVENUE RANGE
\$27,649 - \$41,092

PURPOSE
While the Day Lodge provides the Town with a venue rental space, occupancy limitations are geared towards small- to medium-sized events (120-150 people). The Event Center is intended to support larger events and rental opportunities (200+ people) that are otherwise being accommodated by other venues located throughout Summit County.

DESIGN DESCRIPTION
The Event Center provides a large multipurpose event space supported by a catering room, restrooms, storage, and conference or wedding-specific facilities (i.e., breakout rooms or changing rooms).

(Note: Refer to Appendix for a conceptual floor plan.)

RELATED FEATURES & EXPECTED OUTCOMES
The Event Center can accommodate larger-scale events, including wedding receptions (to compliment the Wedding Overlook), retreats, birthday parties, graduation celebrations, bar mitzvahs, quinceañeras, Town meetings, etc. Additionally, it could also be utilized for small sporting expos as a lesser “convention-type” space. This facility is not intended to compete with larger convention centers at neighboring resorts but rather to offer an “in-between” option for the community that does not need a large 2,000-person ballroom.

While this type of space has not been historically recommended nor strongly demanded by the public, it does provide a revenue-generating opportunity. Given its spatial/parking needs (approximately 1.0 - 1.5 acres) and the community’s concern with maintaining as much of the site’s natural beauty as possible, the Community Space that replaces the Boneyard can be an ideal location. If the Event Center is constructed in the Community Space, the corresponding Pavilion / Restroom currently shown on the Master Plan would not be built.



ROPES COURSE

IMPLEMENTATION CATEGORY
Tier 2, Moderate Priority

COST RANGE
\$200,000 - \$300,000

ANNUAL REVENUE RANGE
\$43,478 - \$51,885

PURPOSE
The Ropes Course is intended to provide an adventure based, on-site recreational activity that can serve as an additional revenue-generating opportunity for the Town.

DESIGN DESCRIPTION
The proposed high Ropes Course maintains a footprint of approximately 20,000 square feet (although the particular site location maintains the ability to expand or shrink). Exact features and equipment will be determined at a later date.

RELATED FEATURES & EXPECTED OUTCOMES
Placement of the Ropes Course is an important part of the site planning process. The recommended location positions the Ropes Course in close proximity to parking and the Skate and Bike Park Pavilion/Restroom facility for general use, gatherings, and events. This location is also isolated and does not interfere with other site activities or features. Additionally, the Ropes Course's placement near the Skate Park and Bike Park aligns with their more adventure-based nature.



ICE SKATING

IMPLEMENTATION CATEGORY
Tier 2, Moderate Priority

<i>COST RANGE</i>	
Ice Circle (Ice)	\$1 - \$1.5 million
Ice Circle (Glice)	\$350,000 - \$360,000
Ice Trail (Ice)	\$1.5 - \$2 million
Ice Trail (Glice)	\$460,000 - \$470,000

<i>ANNUAL REVENUE RANGE</i>	
Ice Circle (Ice)	\$11,830 - \$14,118
Ice Circle (Glice)	\$11,830 - \$14,118
Ice Trail (Ice)	\$25,506 - \$30,439
Ice Trail (Glice)	\$25,506 - \$30,439

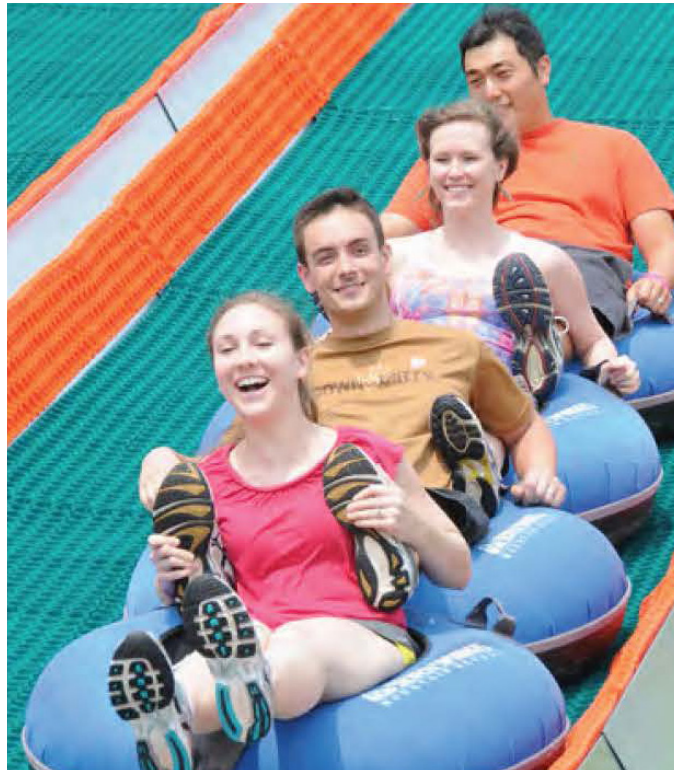
PURPOSE
Ice Skating is intended to provide a new, revenue-generating recreational opportunity for the Town. Ice Skating was noted as one of the most desired new adventures during the Community Conversation.

DESIGN DESCRIPTION
The Ice Circle is 100' in diameter and maintains an overall area of approximately 7,800 square feet. It is enclosed by a perimeter fence and maintains the opportunity to be covered. It also includes the opportunity to provide either a natural ice or synthetic (Glice) surface.

As an option, the Ice Trail is 20' wide / 500' long and maintains an overall area of approximately 10,300 square feet. Because of its larger footprint, it would be located north of Recreation Way between the Nordic Center and Activity Center. It would also be enclosed by a perimeter fence, maintains the opportunity to be covered, and could provide either a natural ice or synthetic (Glice) surface. If the Ice Trail is constructed, the Ice Circle would not be built.

RELATED FEATURES & EXPECTED OUTCOMES
Construction of the new Village Center or Activity Center supports the outdoor Ice Skating feature (e.g., ticketing, skate rental, Glice surface summer storage, etc.). While the feature presents the opportunity to skate, it also offers a people-watching activity for other visitors. During summer, both the Ice Circle or Ice Trail can be utilized for roller skating. The former can also be used as open space for events, festivals, or performances.





SUMMER TUBING

IMPLEMENTATION CATEGORY

Tier 3, Lower Priority

COST RANGE

\$330,000 - \$450,000

ANNUAL REVENUE RANGE

\$67,172 - \$84,970

PURPOSE

Summer Tubing is intended to provide a revenue-generating counterpart activity to Winter Tubing during the warmer seasonal months.

DESIGN DESCRIPTION

Summer Tubing incorporates up to four tracks. The system utilizes a synthetic, modular surface that can be disassembled during winter months and stored in the Village Center to accommodate Winter Tubing. Modified winter tubes (i.e., addition of an inner foam seat and a hard surface bottom to allow better movement) can be used in this system.

RELATED FEATURES & EXPECTED OUTCOMES

The existing winter tubing hill and Magic Carpet Lift can be utilized for summer tubing. Easy assembly/disassembly of the system makes setup convenient. All ticketing operations are facilitated in the new Village Center.

Summer Tubing is discouraged. Community perception generally considered this "touristy" and not fitting to the larger Peninsula Recreation Area's natural setting. Financially, it also holds potential to impact Winter Tubing revenue (if a form of downhill tubing is offered year-round, Winter Tubing may be seen as less of a recreational novelty).



SLEIGH / CHUCKWAGON CONCESSIONAIRE

CHECK-IN PLAZA

IMPLEMENTATION CATEGORY

Tier 3, Lower Priority

COST RANGE

\$19,000 - \$26,000

ANNUAL REVENUE

Development of the Recreation Village and associated facilities is expected to boost Sleigh/Chuckwagon Concessionaire revenue prospects by enhancing the overall visitor experience and by increasing park visitation numbers.

PURPOSE

The Sleigh/Chuckwagon Concessionaire is intended to provide a unique recreational activity as well as a revenue-generating opportunity for the Town. Construction of a new Check-In Plaza is meant to improve the visitation experience by providing a designated place that creates a sense of arrival.

DESIGN DESCRIPTION

The Check-In Plaza is located where the current winter check-in area exists. It is positioned adjacent to a paved drop-off area and is defined by hardscape and rustic fencing. The space also incorporates a new boarding deck to make wagon and sleigh loading easier. Current operations utilize approximately 2.5 acres (~1 acre for stables and storage; ~1.5 acres for entertainment and events) and would be maintained.

RELATED FEATURES & EXPECTED OUTCOMES

As the Sleigh/Chuckwagon Concessionaire is managed by a third party, independent of the Town, revenue-generating opportunities are based on lease rates. By centralizing seasonal check-in areas to one location, expanding adjacent parking, and defining/improving its designed sense of place, operations can be streamlined, and the overall quality of the recreational experience improved. These upgrades hold the potential to increase sales and provide greater revenue-generating opportunities.



WAYFINDING
IMPLEMENTATION CATEGORY
Tier 1, High Priority

COST RANGE
\$800,000 - \$1 million

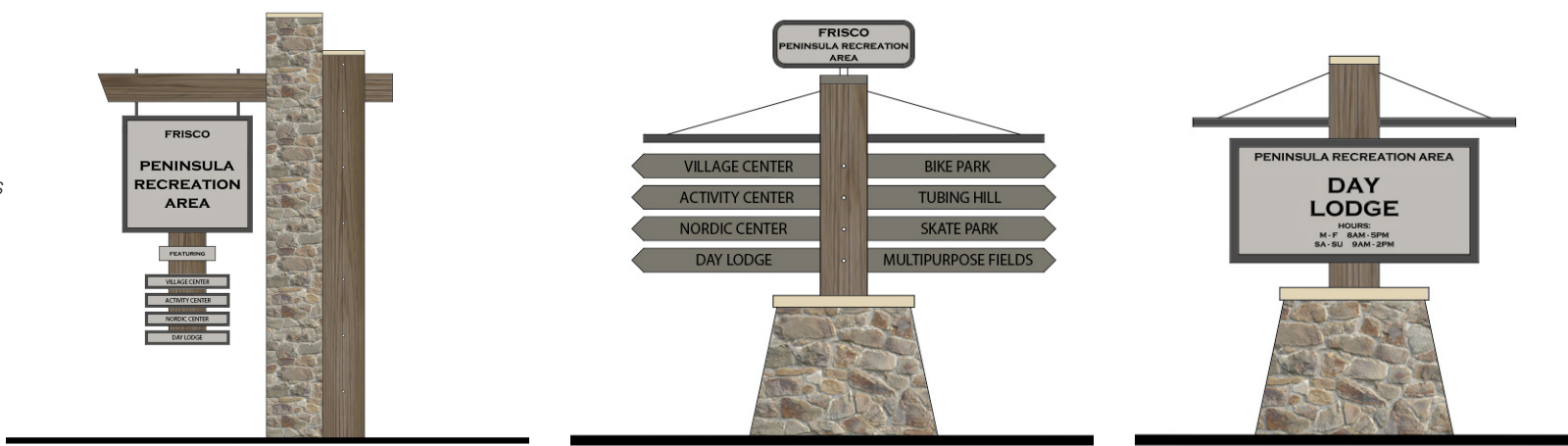
ANNUAL REVENUE RANGE
Indeterminate

PURPOSE
Themed wayfinding is intended to define to the site's physical identity. It helps visitors (especially first-timers) orient themselves and learn about site features and other site information.

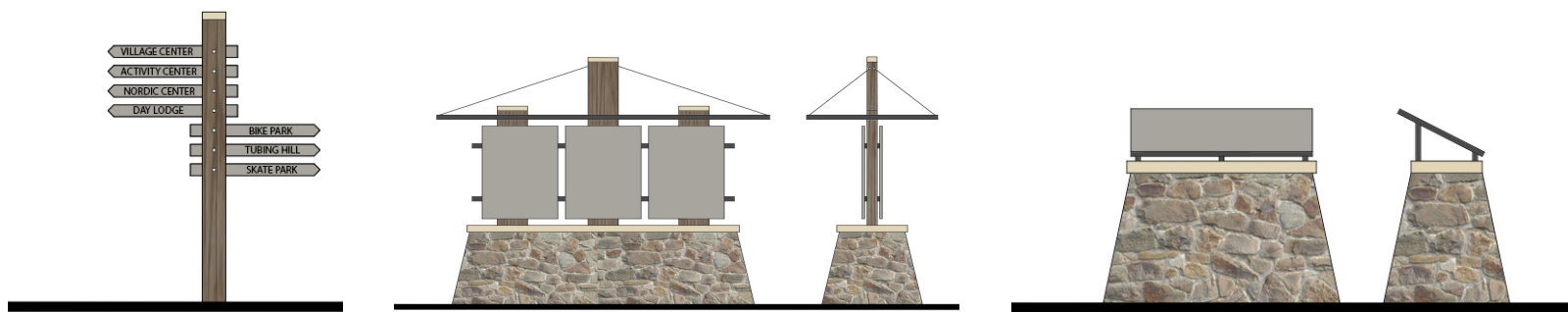
DESIGN DESCRIPTION
Wayfinding elements are constructed at a range of scales, depending on intended use and audience. Materials are generally rustic in character (e.g., stone and timber).

RELATED FEATURES & EXPECTED OUTCOMES
When creating a sense of place, wayfinding is most effective when considered in terms of a signage "family." This entails the design of a signage series that considers scale and intended use. Larger gateways and monumental signs harken arrival while destination signs identify site facilities (e.g., Village Center, Day Lodge, Nordic Center, Activity Center, etc.). Signage can be designed for both vehicular and pedestrian scales, but both typically entail orienting visitors about where they are, where they are going, or providing other information.

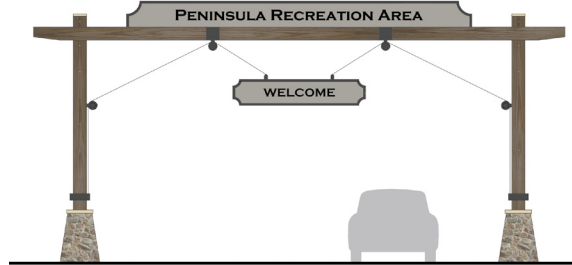
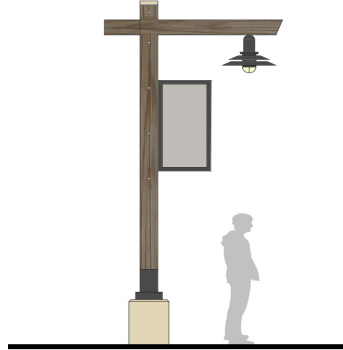
Vehicular Scale Signage
Larger monumental signage welcomes visitors to the Frisco Adventure Park while directional and destination signage orients park-goers.



Pedestrian Scale Signage
Smaller signage also orients visitors and provides other informational posting opportunities.

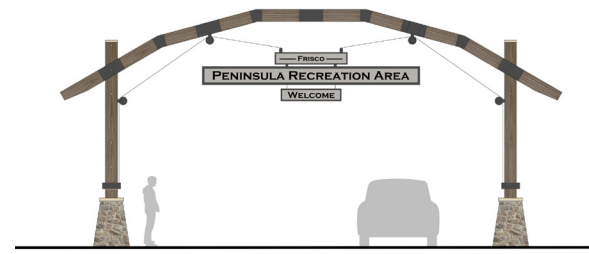
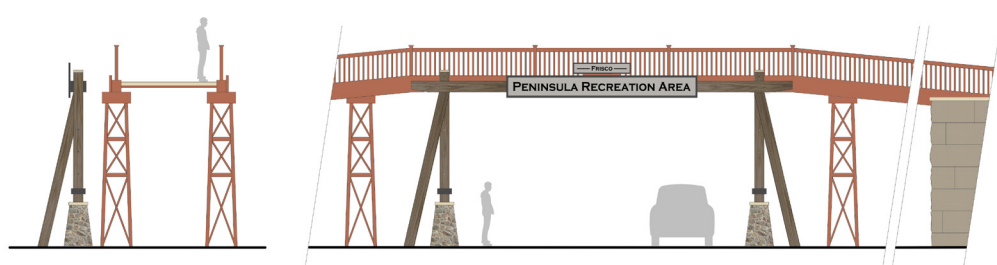


Lighting Standard
Inspired by the lighting located in downtown Frisco, this design maintains a rustic appearance and harkens back to the regions mining heritage.



Standard Archway Signage
A simple design that utilizes stone, timber, and metal to establish a rugged, rustic appearance. A pulley system offers the opportunity to hang custom signage on a seasonal basis.

Archway Signage w/ Bridge
Taking inspiration from historic mine entrances, this design utilizes similar materials and incorporates a pedestrian bridge overpass.



Rounded Archway Signage
Similar to the Standard Archway Signage, this design incorporates a rounded top.



ADDITIONAL MAGIC CARPET LIFT

IMPLEMENTATION CATEGORY

Tier 2, Moderate Priority

COST RANGE

\$400,000 - \$600,000

ANNUAL REVENUE RANGE

Included within Village Center revenue range on page 3.6.

PURPOSE

A second Magic Carpet Lift is intended to relieve pressure currently being placed on the existing lift during peak times (e.g., weekends, holidays, etc.) and act as a back-up if it needs repair. A second Lift is also meant to accommodate additional tubers and be isolated for skier use during scheduled downhill skiing events. Lastly, a second Lift opens more opportunities for after-school programs and/or events.

DESIGN DESCRIPTION

A second Magic Carpet Lift will be near identical to the existing structure.

(NOTE - Additional design development is required to determine the best location of a second Magic Carpet Lift as related to operational parameters and needs. This additional scope of work also includes a deeper review of grading opportunities and limitations.)

RELATED FEATURES & EXPECTED OUTCOMES

While a second Magic Carpet Lift holds the potential to increase capacity, it is not intended to double it. Doing so necessitates additional staffing. Doubled user attendance also holds the potential to “overrun” the site with tubers and possibly crowd out other visitors wishing to utilize other site features.

A second Magic Carpet Lift (combined with the incorporation and/or expansion of other facilities) also necessitates an evaluation of the existing snowmaking system. To capture early-season Nordic skiers and/or beginner skiers and snowboarders as well as add more lanes of tubing, the snowmaking system needs to be expanded.

MAINTENANCE SHED

IMPLEMENTATION CATEGORY

Tier 2, Moderate Priority

COST RANGE

\$200,000 - \$270,000

ANNUAL REVENUE RANGE

None

PURPOSE

While maintenance staff and crews have a main Maintenance Building to operate from, spatial limitations have forced many of their tools, equipment, and materials to remain outside and directly exposed to nature’s elements. This can wear on tools and equipment and creates an unsightly work yard in full view of Recreation Way and the nearby recreation path. The Maintenance Shed is intended to help organize maintenance operations by providing designated storage for tools, equipment, and materials such as gravel, stone, topsoil, mulch, etc.

DESIGN DESCRIPTION

The Maintenance Shed is a covered, open-air shelter comprised of six storage bins.

(Note: Refer to Appendix for a conceptual floor plan.)

RELATED FEATURES & EXPECTED OUTCOMES

In conjunction with vegetative screening and an enclosure fence, the Maintenance Shed assists in creating a more ordered maintenance yard that can function more efficiently and look more organized.





TRANSIT SERVICE

IMPLEMENTATION CATEGORY

Tier 1, High Priority

COST RANGE

Dependent on details of service.

ANNUAL REVENUE RANGE

Indeterminate

PURPOSE

While the site currently maintains existing bus stop infrastructure, it is not served by an existing public transportation system (e.g., Summit Stage, Frisco Flyer). The purpose of this feature is not to build additional amenities but rather, to include the Frisco Adventure Park along a bus route that affords patrons an alternate way to visit the site.

DESIGN DESCRIPTION

The existing on-site bus stop includes a two-way pull-in area for busses, curbside bollards, and two pick-up/drop-off zones on either side of Recreation Way. If desired, future improvements can include shelters and signage panels indicating bus routes.

RELATED FEATURES & EXPECTED OUTCOMES

Incorporation of an on-site bus stop provides another connection opportunity to the surrounding community. Visitors have alternative methods for accessing the site and on-site parking demands can be reduced.

BY-PASS ROUTE FOR COUNTYWIDE REC PATH

IMPLEMENTATION CATEGORY

Tier 1, High Priority

COST RANGE

\$600,000 - \$810,000

ANNUAL REVENUE RANGE

None

PURPOSE

The County-wide recreation path runs directly through the interior of the site. While this provides direct access to key site elements, it presents opportunities for circulation conflicts and crowdedness. The By-Pass Route is meant to provide an opportunity for pedestrians and cyclists to avoid interior site activity and lessen potential circulation conflicts and crowdedness.

DESIGN DESCRIPTION

The By-Pass Route is a 10'-wide paved pathway that runs parallel to Highway 9 and is graded for ADA accessibility. The path crosses Recreation Way in two locations via two bridge structures. It also connects to another recreation path that passes under Highway 9 and links to the larger regional recreation path network.

(NOTE - Only preliminary grading analyses have been conducted for this report to determine that implementation was possible. Additional design development is required to determine detailed parameters for full implementation.)

RELATED FEATURES & EXPECTED OUTCOMES

While the By-Pass Path affords pedestrians and cyclists the opportunity to circumvent internal congestion, it also supplements the entry archways by providing unique bridge structures that enhance the site's identity.

ADDITIONAL PARKING

IMPLEMENTATION CATEGORY

Varies dependent on development

COST RANGE

Village Center	\$ 93,000 - \$126,000
Community Space	\$147,000 - \$200,000
Event Center	\$210,000 - \$290,000
(optional; see page 3.33)	
Wedding Overlook (Dropoff)	\$ 68,000 - \$ 92,000
Parking "A"	\$139,000 - \$189,000
Parking "B"	\$126,000 - \$172,000
Parking "C"	\$ 34,000 - \$ 46,000

ANNUAL REVENUE RANGE

None

PURPOSE

Additional parking is intended to help meet site needs during peak periods. To ease public concern about "over-paving", parking is meant to occur in phasing as the site continues to grow.

DESIGN DESCRIPTION

Each parking area is paved and provides the following amount of additional spaces:

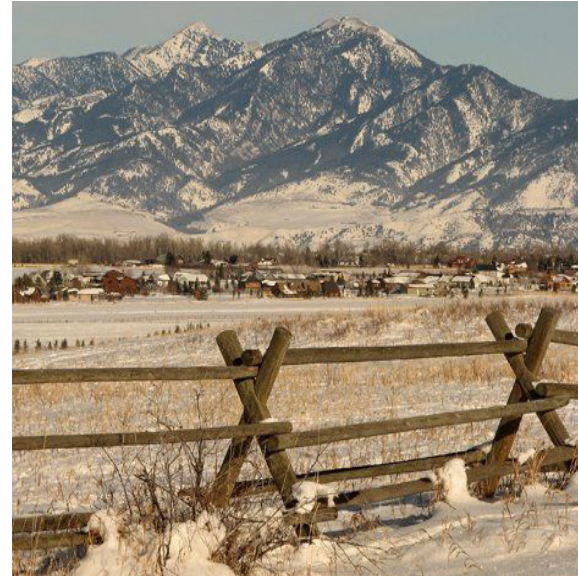
Village Center	34 spaces
Community Space	28 spaces
Event Center	60 spaces
(optional; see page 3.33)	
Wedding Overlook (Dropoff)	0 spaces
Parking "A"	61 spaces
Parking "B"	55 spaces
Parking "C"	20 spaces

RELATED FEATURES & EXPECTED OUTCOMES

Site parking demands are high, particularly during peak activity periods (e.g., winter tubing weekends, summer camps, event programming, etc.). Addition of key new facilities (e.g., Village Center, Community Center, etc.) likely necessitates new corresponding parking lots. While parking needs exist, the public is sensitive to not "over-paving" a site known for its natural beauty and environmental sensitivities.



Fencing
 Fencing defines edges and draw the eye along a linear path. For the Frisco Adventure Park, a more rustic and rugged style is recommend.



Boulders
 While very simple, boulders placed along roadways and paths/trails accentuate corridor edges, creating a heightened sense of place. Their natural appearance also lends itself to the Frisco Adventure Park's rugged identity.



Lighting
 Lighting along Recreation Way also takes on a more rustic appearance and harkens back to mining lanterns showcased in downtown Frisco.

Banners
 Banners offer opportunities to highlight vertical design elements, such as light poles. At the Frisco Adventure Park, they also hold the opportunity to celebrate local events and culture.



CHARACTER ELEMENTS
 IMPLEMENTATION CATEGORY
 Tier 1, High Priority

COST RANGE
 \$400,000 - \$500,000

ANNUAL REVENUE RANGE
 Indeterminate

PURPOSE
 The intent of the Character Elements is to help define the park's identity and create a sense of place.

DESIGN DESCRIPTION
 Character Elements include site fencing, lighting, boulder lines, and banners.

RELATED FEATURES & EXPECTED OUTCOMES
 A key component of the park's design is creating a sense of place. This comes in the form of incorporating simple (but definitive) design gestures throughout the site. Taken individually, they are simply elements and features. When combined, they establish a design "language" that defines the park, giving it uniqueness and identity. In keeping with the community identity, many of these design pieces are inspired by downtown Frisco (below).





PUBLIC ART

IMPLEMENTATION CATEGORY

Tier 1, High Priority

COST RANGE

Indeterminate (Commissioning Fee)

ANNUAL REVENUE RANGE

Indeterminate

PURPOSE

Art pieces are intended to contribute to the site's identity and uniqueness by providing visual interest and presenting works that provoke thought.

DESIGN DESCRIPTION

Art pieces can be commissioned to independent artists. While artistic parameters have yet to be defined, nature-based themes are more fitting to the park's setting.

RELATED FEATURES & EXPECTED OUTCOMES

Works can be strategically positioned along circulation routes, within gathering spaces, or at other key positions available for viewing. The Recreation Village can be a focal point for particularly prominent works that contribute to a greater sense of place.



OVERLOOKS (1 LARGE; 3 SMALL)

IMPLEMENTATION CATEGORY

Large - Tier 2, Moderate Priority
Small (Dickey Trailhead) - Tier 3, Lower Priority
Small (East of Activity Center) - Tier 3, Lower Priority
Small (Community Space) - Tier 3, Lower Priority

COST RANGE

Small - \$23,000 - \$32,000 (each)
Large - \$140,000 - \$190,000

ANNUAL REVENUE RANGE

Indeterminate

PURPOSE

The Large Overlook is intended to frame views of both the Sledding Hill immediately below as well as the scenic views of Lake Dillon and the mountains in the distance. It also provides both a built space that complements the Sledding Hill and a defined gathering space to meet before/after sledding or people watch.

Small Overlooks are also intended to frame views, but they are located throughout the park and are constructed within the context of smaller built environments.

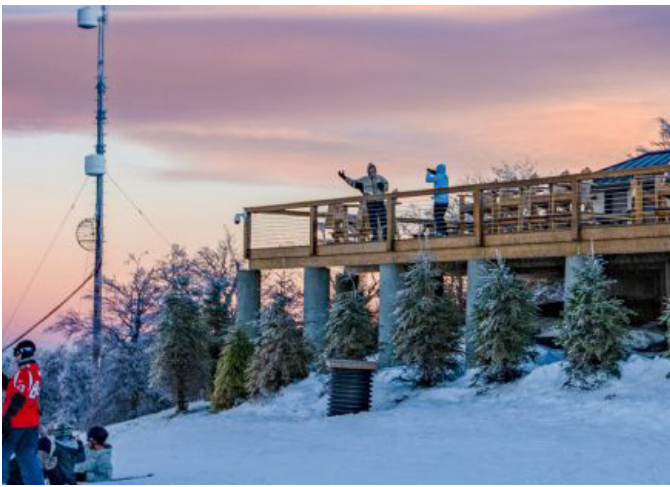
DESIGN DESCRIPTION

Overlooks are designated outdoor spaces defined by hardscape, wooden decking, and safety rails. While generally open, the area also includes seating for visitors.

RELATED FEATURES & EXPECTED OUTCOMES

The Sledding Hill has emerged as an informal place for activity that many park visitors participate for general recreation or when winter tubing is overcrowded. The Large Overlook helps to better define this space and give it a stronger identity. The Large Overlook also presents a place for portable food kiosks (potentially stored in the Village Center) to setup and sell snacks and hot chocolate.

Small Overlooks are located next to existing recreation paths for convenient access and are accessible to all users. While only three have been identified, their design can be utilized for others that may be identified in the future.





TRAILS

IMPLEMENTATION CATEGORY

Tier 1, High Priority

COST RANGE

Indeterminate

ANNUAL REVENUE RANGE

Indeterminate

PURPOSE

Trails maintain very high community value. They have been identified as one of the greatest amenities offered at the Frisco Adventure Park, providing the core, year-round recreational activity for patrons. They are not engaged in detail as part of this report because a comprehensive trail network has been previously designed and documented in the Frisco Nordic Center Master Development Plan (see Section 2). The MDP report highlights existing trails and delineates proposed trails throughout the entire Peninsula Recreation Area. Furtherance of the trail construction and improvements at the PRA is of utmost importance to the Frisco Community.

DESIGN DESCRIPTION

Trails (as opposed to recreation paths) are unpaved recreational corridors that vary in overall width. Designated uses consist of Nordic trails, summer trails (multiuse/mountain biking), and fatbike trails.

RELATED FEATURES & EXPECTED OUTCOMES

All MDP trails fit with the proposed design elements of this report, but four areas warrant special attention during future design development. (1) An existing Nordic trail passes through the Wedding Arbor area. The space should be designed to maintain open trail space and utilize flush surfacing. (2) The Nordic loop encircling the Tubing Hill has been designated within the MDP as contingent upon the alignment of future structures and bridges. This requires coordination during future stages of design development, particularly near the Recreation Village and By-Pass Path. (3) The Sleigh/Chuckwagon Stables need to accommodate the proposed trail along its eastern boundary. (4) The Community Space requires future design coordination for a proposed Nordic trail.

BIATHLON

IMPLEMENTATION CATEGORY

Tier 3, Lower Priority

COST RANGE

\$100,000 - \$150,000

ANNUAL REVENUE RANGE

Indeterminate

PURPOSE

The intent of the Biathlon is to provide a unique recreational activity for patrons. Input from the Community Conversation event indicated a demand for this amenity.

DESIGN DESCRIPTION

Existing Nordic trails are utilized for skiing. The shooting range includes a 15-point range, mechanical targets, roof over targets, and targets on frames on slab.

RELATED FEATURES & EXPECTED OUTCOMES

Biathlon planning and design requires additional research and development. The proposed design and associated cost noted above assumes the implementation of more sophisticated amenities that may potentially be utilized for higher competition. Additionally, while site features might be utilized to accommodate Biathlon needs (e.g., the Multipurpose Field as shooting range), their use may detract from the greater park recreational experience.



MULTIPURPOSE FIELD

IMPLEMENTATION CATEGORY

Tier 3, Lower Priority

COST RANGE

\$3,500 - \$5,000

ANNUAL REVENUE RANGE

Indeterminate

PURPOSE

The park currently maintains open space near the existing Nordic Center and an existing diamond field. However, Town staff interviews have indicated that the diamond field is underused, and its outfield fence presents an obstacle for Nordic skiers to avoid in wintertime.

The Multipurpose Field is intended to establish an open green space that maintains more flexible recreational opportunities. While team sports may still be played on the Multipurpose Field, it is not specifically programmed to accommodate any particular sporting group.

DESIGN DESCRIPTION

The Multipurpose Field is created by eliminating the existing diamond field and merging the resultant space with the green space near the Nordic Center. Total area is approximately 4.5 acres.

RELATED FEATURES & EXPECTED OUTCOMES

Proximity to the Activity Center provides access to outdoor space for programs and camps. During wintertime, Nordic skiers also have access to a large space before venturing out to the trails.

Additionally, the Multipurpose Field can be utilized for the Biathlon shooting range, but additional research and evaluation is needed (see Biathlon section to left).



PAVILIONS / RESTROOMS (3)

IMPLEMENTATION CATEGORY
Bike & Skate Park - Tier 1, High Priority
Community Space -Tier 3, Lower Priority
Multipurpose Field - Tier 3, Lower Priority

COST RANGE
\$500,000 - \$750,000 (each)

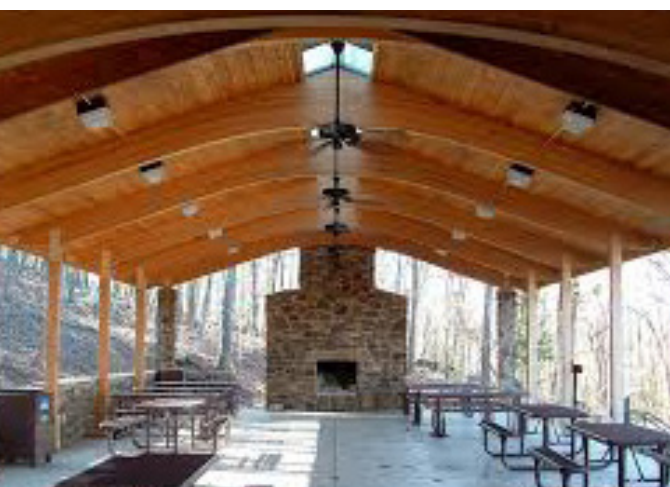
ANNUAL REVENUE
Indeterminate

PURPOSE
The park currently does not offer any covered, open-air gathering facilities. The Pavilion / Restroom is intended to provide this amenity and accommodate small gatherings such as picnics, barbecues, parties, etc.

DESIGN DESCRIPTION
The Pavilion / Restroom provides open-air, sheltered seating. It also supports a men’s and women’s restroom as well as a small space for janitorial storage.

(Note: Refer to Appendix for a conceptual floor plan.)

RELATED FEATURES & EXPECTED OUTCOMES
Sited at three different locations, the restrooms are meant to alleviate the burdens currently being placed on existing facilities (i.e., on-site public restroom facilities are only provided at the Day Lodge and Nordic Center). The Pavilion / Restroom nearest to the Day Lodge is more specifically intended to draw Skate Park, Bike Park, and the new Ropes Course users away from the facility during events. Town staff has indicated that programmed Day Lodge events and rentals are regularly interrupted when general park visitors (most often Skate Park and Bike Park users) attempt to utilize the facilities.



COMMUNITY GREEN SPACES

IMPLEMENTATION CATEGORY
Community Space - Tier 3, Lower Priority
Event Center Space - Tier 3, Lower Priority

COST RANGE
Community Space \$64,000 - \$86,000
Event Center Space \$4,500 - \$6,500

ANNUAL REVENUE RANGE
Indeterminate

PURPOSE
This area is currently occupied by the Boneyard, a materials storage area utilized by the Town’s Public Works Department. The intent of the Community Space is to reclaim this space for recreational purposes.

DESIGN DESCRIPTION
The Community Space is approximately 2.6 acres of open green space that maintains the opportunity to be used for a variety of uses:

- Event Center (see page 3.11)
- Pavilion / Restroom (see section to left)
- Dog Park
- Green Space
- Other Community Uses

RELATED FEATURES & EXPECTED OUTCOMES
Research into previous reports, interviews, and general public input have all confirmed the desire to remove the Boneyard from the site. However, while its land use is not fitting to a park setting, the Boneyard does serve a municipal purpose. Whichever design option is pursued from above, consideration should be given on how to possibly accommodate relocation of the Boneyard.



ENCLOSURES

IMPLEMENTATION CATEGORY

Tier 1, High Priority

COST RANGE

Sleigh/Chuckwagon Stables \$33,000 - \$45,000
 Maintenance Complex \$31,000 - \$42,000

ANNUAL REVENUE RANGE

None

PURPOSE

The intent of the Enclosures is to contain maintenance operations, restrict sprawl, and screen the visibility of all operations from recreation path and trail users. This will simultaneously establish a defined storage space and add value to the visitor experience.

DESIGN DESCRIPTION

Enclosures are solid 6'+ fences that enclose respective operations. Gates and additional screening vegetation are incorporated, as needed.

RELATED FEATURES & EXPECTED OUTCOMES

Both the Maintenance Complex and Sleigh/Chuckwagon Stables are open and visible to all, creating unsightly views for general visitors and recreation path users that pass by either facility. Respective Enclosures can screen these views and help to contain the overall operational footprints.



PLAYGROUNDS (2)

IMPLEMENTATION CATEGORY

Playground (South) - Tier 2, Moderate Priority
 Playground (North) - Tier 3, Lower Priority

COST RANGE

South \$300,000 - \$400,000
 North \$300,000 - \$400,000

ANNUAL REVENUE RANGE

Indeterminate

PURPOSE

Playgrounds are intended to supplement the overall recreation experience - families may come to the park for other experiences or events, but while they are there, playgrounds are available to entertain children.

DESIGN DESCRIPTION

Playgrounds are nature-themed and designed for children in a range of ages. Surfacing may vary (e.g., wood chips, rubber, etc.) but is code compliant for safety. Exact features and equipment will be determined at a later date.

RELATED FEATURES & EXPECTED OUTCOMES

Two locations have been identified to alleviate potential over-crowdedness and also to service different areas - 1) Skate Park, Bike Park, and Ropes Course users; this area expands upon an existing boulder climbing area and 2) Activity Center and northern trail users; this area creates a fun gathering area in the Recreation Village north of Recreation Way.

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04 IMPLEMENTATION



HOW DO WE GET THERE...

Overview

The Peninsula Recreation Area is one of Frisco's crown jewels, offering amazing mountain and lake vistas, and a myriad of recreational options in an idyllic, natural setting. A community that values healthy, active lifestyles, the Town of Frisco recognizes that the natural environment is a vital asset, and its protection, of utmost importance. Balancing the growth of recreational amenities at the Peninsula Recreation Area with the preservation of its natural beauty is an important consideration in planning for the future of the community.

This report provides a long-term vision and site master plan for the Frisco Adventure Park that addresses these values. This plan is based on a holistic design evaluation that considers current uses and facilities, previous ideas and reports, and desired future uses and intensities. It also identifies

the purpose of design features, their relationship to other features, and how expected outcomes will address park needs and opportunities.

This final section of the report provides recommendations and summarized data intended to help Town of Frisco leadership with future decision-making and implementation efforts. Project information has been compiled and presented in the form of three comprehensive tables (see pages 4.4 to 4.9). The tables summarize all of the proposed design features, the goals and needs being met, and the proposed timing or importance of each feature. The tables are intended to provide leadership with an at-a-glance reference guide for planning and budgeting future improvements. Following the summary tables is an overview of funding opportunities and strategies.

Decision-Making Tools

TIERS

All of the proposed design features have been assigned tiers to identify their level of priority. The prioritization is based on the general importance and future impact of each feature in relation to the main project goals of revenue-generating opportunities, operational efficiencies, and value-added enhancements. The tiers are intended to offer an ordered listing of design features that may be considered by Town leadership for implementation, dependent on current conditions. For instance, the Town may obtain grant funding that is limited in size or can only be applied to specific types of projects.

SUMMARY TABLES

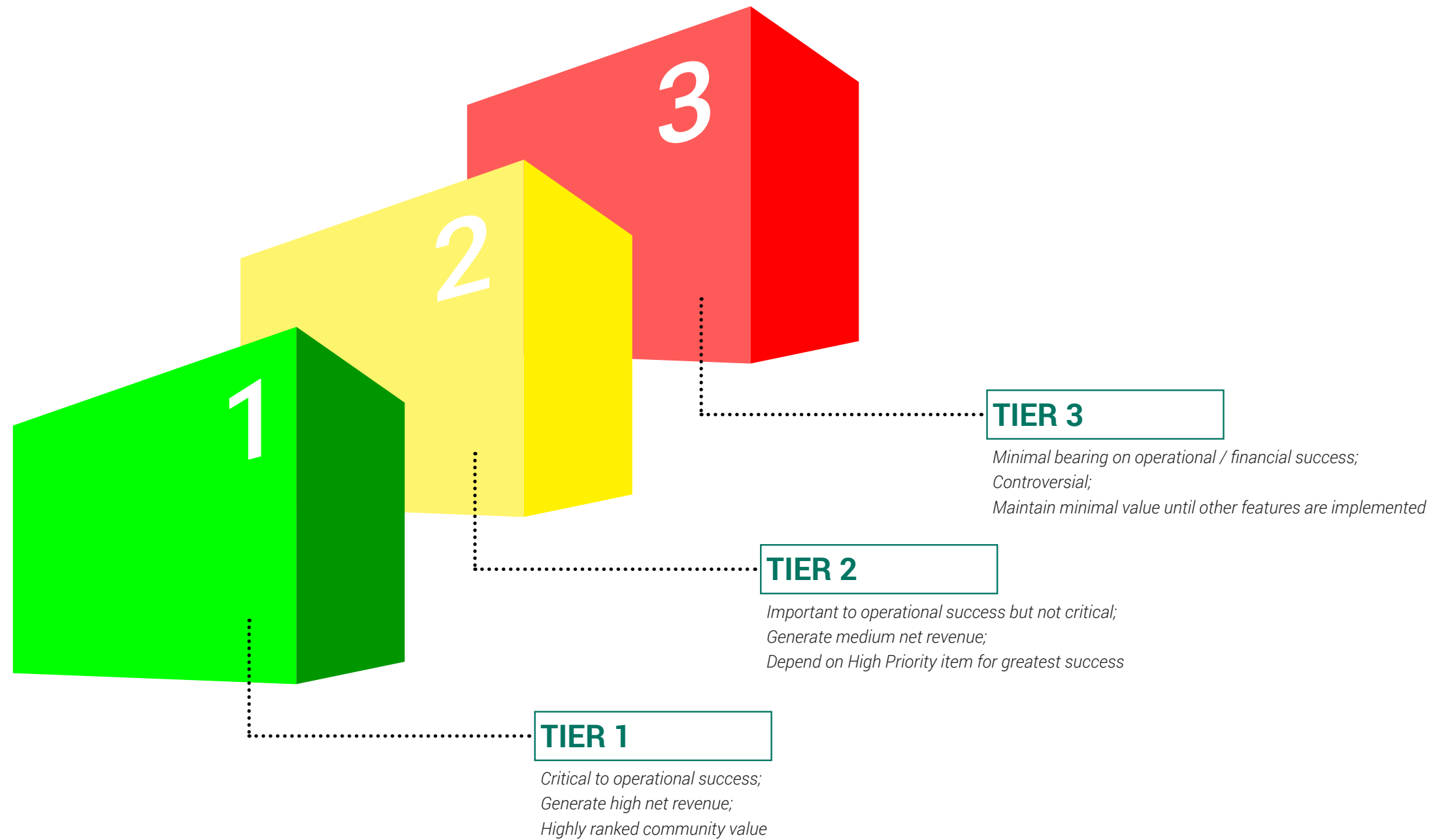
The Summary Tables are organized according to tier. Each table consists of design features assigned to a specific tier based on research into past reports, interview analysis, Town staff and Advisory Group input, and community input. Each table also presents key information about each feature (e.g., goal category, program elements, anticipated design or capital costs, anticipated net revenues, etc.) that can be reviewed when considering potential for implementation. The intent of these tables is to present Town leadership with summarized feature information that is easy to understand and compare when making decisions related to pursuing future park initiatives. As previously noted, all initiatives will require a more detailed level of design development to be fully realized.



FUNDING

The funding section presents a summary of guidelines to consider when evaluating potential resources. It also presents a listing of these resources, ranging from simple grants to more complicated, long-term municipal budgeting avenues. Not all listed resources relate to every feature/initiative and some maintain limitations or strict requirements to be utilized.





TIER 1, HIGH PRIORITY

Tier 1 items include those features that are considered critical to the park’s operational success. Implementation of these features will enable the park to maintain a high level of recreational service. Tier 1 items also include features that will generate the highest revenues at the lowest costs. However, these features support the park’s diverse recreational quality and natural identity. Lastly, Tier 1 items include items that support community values and goals. Some features are included because they are relatively inexpensive and easy to implement, offering immediate implementation progress.

TIER 2, MODERATE PRIORITY

Tier 2 items include those features that are important to the park’s operational success but not critical to maintaining recreational service. Tier 2 items also include features that will generate medium net revenues, limited by either high costs or low gross revenues. Lastly, Tier 2 items include features that rely on the implementation of key Tier 1 items.

TIER 3, LOWER PRIORITY

Tier 3 items include those features that have minimal bearing on operational or financial success. They also include items that are not part of a critical path and maintain a certain level of controversy (while these items maintain definite value, their net benefit may be minimal, given the accompanying challenges). Lastly, Tier 3 items depend on future development to even be necessary. Until these other features are constructed, the item value will be minimal.

Tier 1, High Priority Summary Table

FEATURE	GOAL	PROGRAM ELEMENTS	NEED FULFILLED	TIER NOTES	SIZE		OCCUPANCY	RECOMMENDED PARKING	DESIGN COST*	CAPITAL COST*		REVENUE OPPORTUNITY**	
					VALUE	UNIT				LOW	HIGH	LOW	HIGH
Village Center (Building)	Revenue-Generating	Administrative services/offices; ticket sales and information counter; tubing services and storage; concessions and seating area; small retail kiosk; restrooms and locker rooms; building services	Provides needed administrative office space currently lacking on-site; alleviates administrative demand currently placed on Day Lodge, enabling it to function as a dedicated rental space; provides needed storage currently lacking on-site	Critical to operational success and holds potential to generate high net revenue; construction should occur concurrent to Day Lodge (Renovation) and Pavilion / Restroom (Bike & Skate Park) (see Tier Notes below for respective features)	20,021	SF	513	101	\$ 655,000.00	\$ 5,600,000.00	\$ 7,500,000.00	\$ 856,339.00	\$ 1,455,372.00
Village Center (Parking)	Operational	Approximately 34 stalls; optional car charging station	Provides dedicated parking for the New Building; maintains opportunity to expand	Needed to service building	13,700	SF	---	---	\$ 10,950.00	\$ 93,000.00	\$ 126,000.00	N/A	N/A
Day Lodge (Renovation)	Revenue-Generating	Ticketing; expanded kitchen and concessions; rentable Great Room; basement storage; restrooms	Establishes a dedicated rental space and expanded concession for revenue opportunities	Critical to operational success and holds potential to generate high net revenue; renovation should occur concurrent to Village Center (Building) construction to enable facility to operate as a dedicated, full-time rental facility	7,384	SF	163	37	\$ 45,000.00	\$ 350,000.00	\$ 550,000.00	\$ 30,000.00	\$ 60,153.00
Pavilion / Restroom (Bike & Skate Park)	Value-Added	Restrooms; covered seating area	Provides minor revenue opportunity; enhances visitor recreational experience (per interviews; community input did not indicate this is a priority)	Critical to operational success; construction should occur concurrent to Village Center (Building) to alleviate congestion and burden that would be placed on Recreation Village facilities by Bike & Skate Park users	1,956	SF	92	10	\$ 62,500.00	\$ 500,000.00	\$ 750,000.00	N/A	N/A
Wedding Overlook (Arbor)	Revenue-Generating	Simple design for small ceremonies	Provides revenue opportunity; while discussed in interviews, public feedback did not indicate this as a priority	Holds potential to generate high net revenue at minimal capital cost	1	EA	20	10	\$ 2,500.00	\$ 2,000.00	\$ 5,000.00	\$ 22,880.00	\$ 37,838.00
Wedding Overlook (Patio)	Value-Added	Paved area for ceremony and seating (OPTIONAL)	Provides formalized hard surface amenity for ceremonies	Option to accompany Arbor and enhance user experience	2,500	SF	100	25	\$ 2,500.00	\$ 20,000.00	\$ 28,000.00	N/A	N/A
Wedding Overlook (Dropoff)	Operational	Paved turnaround area for operations and guests (OPTIONAL)	Provides formalized vehicular access for equipment trucks and guests	Option to accompany Arbor and assist in the facilitation of wedding package shuttle service	5,500	SF	---	---	\$ 8,000.00	\$ 68,000.00	\$ 92,000.00	N/A	N/A
By-Pass Route for Countywide Rec Path	Operational	10'-wide paved path; 2 bridges over Recreation Way	Redirects through-traffic, reducing on-site congestion	Critical to operational success; construction can establish an alternate route that alleviates pedestrian / cyclist congestion within the Recreation Village	2,500	LF	---	---	\$ 70,500.00	\$ 600,000.00	\$ 810,000.00	N/A	N/A

All costs are Opinions of Probable Cost intended to present approximate orders of magnitude for decision-making purpose only. Actual costs will depend on market conditions and specific scopes of work (to be defined at later dates).

* Asterisk indicates design cost has been calculated to be the greater of \$2,500 or approximately 10% of the average capital cost.

** Double asterisk indicates to refer to the Appendix Business Unit Analyses for additional financial modeling detail.

Tier 1, High Priority Summary Table

FEATURE	GOAL	PROGRAM ELEMENTS	NEED FULFILLED	TIER NOTES	SIZE		OCCUPANCY	RECOMMENDED PARKING	DESIGN COST*	CAPITAL COST*		REVENUE OPPORTUNITY**	
					VALUE	UNIT				LOW	HIGH	LOW	HIGH
Wayfinding	Operational	Signage	Organizes site orientation (mapping; facility/feature identification; directions to facilities, features, trails, etc.); defines site identity and uniqueness	Critical to operational success	---	---	---	---	\$ 90,000.00	\$ 800,000.00	\$ 1,000,000.00	N/A	N/A
Character Elements	Value-Added	Fence lines; boulder lines; drive lights	Defines site identity and uniqueness	Supports community value and provides design-themed link to Main Street	---	---	---	---	\$ 45,000.00	\$ 400,000.00	\$ 500,000.00	N/A	N/A
Public Art	Value-Added	Exhibits per commissioned artists	Defines site identity and uniqueness	Supports community value and Town Council's priorities	10	EA	---	---	Indeterminate	Indeterminate	Indeterminate	N/A	N/A
Enclosure (Sleigh / Chuckwagon Stables)	Value-Added	Minimum 6' tall screening fence	Provides screen for unsightly equipment/storage (noted per interviews); contains facility sprawl (noted per interviews)	Supports character value and enhances visitor experience with low capital cost	780	LF	---	---	\$ 3,900.00	\$ 33,000.00	\$ 45,000.00	N/A	N/A
Enclosure (Maintenance Complex)	Value-Added	Minimum 6' tall screening fence	Provides screen for unsightly equipment/storage (noted per interviews); contains facility sprawl (noted per interviews)	Supports character value and enhances visitor experience with low capital cost	730	LF	---	---	\$ 3,650.00	\$ 31,000.00	\$ 42,000.00	N/A	N/A
Transit Service	Operational	Utilization of existing on-site infrastructure to establish a connection with a bus service (existing or new)	Enhances regional connection; assists in alleviating on-site parking	Exists as a feature that can affect an immediate positive site impact but may require political facilitation	8,200	SF	---	---	N/A	N/A	N/A	N/A	N/A
Boneyard Planning	Value-Added	Planning efforts to determine future of on-site Public Works operations	Reclaims area for recreational use; accommodates Public Works operations	Regardless of future design, all options will require this initial first step of managing the Public Works relocation	---	---	---	---	Indeterminate	N/A	N/A	N/A	N/A

Tier 2, Moderate Priority Summary Table

FEATURE	GOAL	PROGRAM ELEMENTS	NEED FULFILLED	TIER NOTES	SIZE		OCCUPANCY	RECOMMENDED PARKING	DESIGN COST*	CAPITAL COST*		REVENUE OPPORTUNITY**	
					VALUE	UNIT				LOW	HIGH	LOW	HIGH
Activity Center	Revenue-Generating	Indoor, open multi-purpose space (training, meetings, events, camps, Nordic programs, etc.); rental and tuning; small retail; restrooms and locker rooms; building services	Establishes a dedicated rental space for indoor physical activities for expanded revenue opportunities; expands recreational opportunities (per interviews/community input)	Important to operational success but not critical; holds potential to generate medium net revenue; construction should occur concurrent to Nordic Center (Renovation) (see Tier Note below); Activity Center should not be constructed if Nordic Center (Expansion) is pursued	8,207	SF	263	42	\$ 250,000.00	\$ 2,100,000.00	\$ 2,900,000.00	\$ (26,258.00)	\$ 76,871.00
Nordic Center (Renovation)	Revenue-Generating	Repainting, re-carpeting, refinishing	Establishes dedicated rental space for revenue opportunities	Both are important to operational success but not critical; both hold potential to generate medium net revenue; if Activity Center is constructed, only the Nordic Center (Renovation) should be pursued; renovation should occur concurrent to Activity Center construction to enable facility to operate as a dedicated, full-time rental facility	2,500	SF	60	13	\$ 2,500.00	\$ 10,000.00	\$ 15,000.00	\$ 159.00	\$ 2,122.00
Nordic Center (Expansion)		Indoor, open multi-purpose space (training, meetings, events, camps, Nordic programs, etc.); rental and tuning; small retail; restrooms and locker rooms; building services	Establishes a dedicated rental space for indoor physical activities for expanded revenue opportunities; expands recreational opportunities (per interviews/community input)	Both are important to operational success but not critical; both hold potential to generate medium net revenue; if Activity Center is constructed, only the Nordic Center (Renovation) should be pursued; renovation should occur concurrent to Activity Center construction to enable facility to operate as a dedicated, full-time rental facility	10,744	SF	415	54	\$ 250,000.00	\$ 2,100,000.00	\$ 2,900,000.00	\$ (26,258.00)	\$ 76,871.00
Ice Skating (Circle, Ice)	Revenue-Generating	Natural ice surface; 100' diameter circle enclosed with fencing; covered (OPTIONAL)	Provides revenue opportunity; provides desired non-competitive, recreational opportunity (per interviews, previous reports, and community feedback)	Holds potential to generate medium net revenue; feature depends on implementation of Village Center (Building) and Day Lodge (Renovation) for greatest success; only one option (Ice or Glice) would be installed	7,800	SF	80	--	\$ 125,000.00	\$ 1,000,000.00	\$ 1,500,000.00	\$ 11,830.00	\$ 14,118.00
Ice Skating (Circle, Glice)		Synthetic surface; 100' diameter circle; enclosed with fencing; covered (OPTIONAL)			7,800	SF	80	--	\$ 35,500.00	\$ 350,000.00	\$ 360,000.00	\$ 11,830.00	\$ 14,118.00
Ice Skating (Trail, Ice)		Natural ice surface; 520' long loop, 20' wide; enclosed with fencing; covered (OPTIONAL)			10,300	SF	100	--	\$ 175,000.00	\$ 1,500,000.00	\$ 2,000,000.00	\$ 25,506.00	\$ 30,439.00
Ice Skating (Trail, Glice)		Synthetic surface; 520' long loop, 20' wide; enclosed with fencing; covered (OPTIONAL)			10,300	SF	100	--	\$ 46,500.00	\$ 460,000.00	\$ 470,000.00	\$ 25,506.00	\$ 30,439.00
Additional Magic Carpet Lift	Operational	Mechanized ramp approximately 600' long and 10' wide	Provides amenity for Alpine skiers; when not it use by skiers, provides amenity for tube riders (not intended to significantly increase current hill use but rather, assist current demand; larger attendance figures will require staff reevaluation and increase)	Holds potential to generate medium net revenue; feature depends on implementation of Village Center (Building)	1	EA	--	--	\$ 50,000.00	\$ 400,000.00	\$ 600,000.00	N/A	N/A
Ropes Course	Revenue-Generating	Basic course TBD	Provides revenue-generating opportunity; enhances visitor recreational experience	Holds potential to generate medium net revenue; feature depends on implementation of Pavilion / Restroom (Bike & Skate Park) for greatest success	10,000	SF	--	--	\$ 25,000.00	\$ 200,000.00	\$ 300,000.00	\$ 43,478.00	\$ 51,885.00

All costs are Opinions of Probable Cost intended to present approximate orders of magnitude for decision-making purpose only. Actual costs will depend on market conditions and specific scopes of work (to be defined at later dates).

* Asterisk indicates design cost has been calculated to be the greater of \$2,500 or approximately 10% of the average capital cost.

** Double asterisk indicates to refer to the Appendix Business Unit Analyses for additional financial modeling detail.

Tier 2, Moderate Priority Summary Table

FEATURE	GOAL	PROGRAM ELEMENTS	NEED FULFILLED	TIER NOTES	SIZE		OCCUPANCY	RECOMMENDED PARKING	DESIGN COST*	CAPITAL COST*		REVENUE OPPORTUNITY**	
					VALUE	UNIT				LOW	HIGH	LOW	HIGH
Maintenance Shed	Operational	Covered open-air storage; fuel cell	Provides needed storage for maintenance equipment (note per interviews)	Important to operational success but not critical	2,703	SF	---	---	\$ 23,500.00	\$ 200,000.00	\$ 270,000.00	N/A	N/A
Playground (South)	Value-Added	Nature-themed equipment TBD; poured-in-place surfacing	Provides secondary recreational opportunity (per interviews; community input did not indicate this is a priority)	Important value-added feature but not critical to overall park success; depends on implementation of Pavilion / Restroom (Bike & Skate Park) for greatest success	4,300	SF	---	---	\$ 35,000.00	\$ 300,000.00	\$ 400,000.00	N/A	N/A
Large Overlook	Value-Added	Defined hardscape / wooden deck area with seating and safety rails	Creates concession revenue opportunity; gives identity to sledding hill space	Holds potential to generate medium net revenue; feature depends on implementation of Village Center (Building) for greatest success	5,500	SF	---	---	\$ 16,500.00	\$ 140,000.00	\$ 190,000.00	N/A	N/A
Diamond Field Planning	Value-Added	Planning efforts to determine future of Diamond Field users	Attempts to assist current users find a new field to use	Implementation of Multipurpose Field will require this initial first step of planning for the Diamond Field relocation	---	---	---	---	Indeterminate	N/A	N/A	N/A	N/A
Parking "A" (Skate Park)	Operational	Approximately 61 stalls; optional car charging station	Provides opportunity for additional parking, as needed (noted per interviews and community feedback)	All expanded parking not associated with a specific feature should be evaluated on a case-by-case basis to meet park needs at time of consideration	20,500	SF	---	---	\$ 16,400.00	\$ 139,000.00	\$ 189,000.00	N/A	N/A

Tier 3, Lower Priority Summary Table

FEATURE	GOAL	PROGRAM ELEMENTS	NEED FULFILLED	TIER NOTES	SIZE		OCCUPANCY	RECOMMENDED PARKING	DESIGN COST*	CAPITAL COST*		REVENUE OPPORTUNITY**	
					VALUE	UNIT				LOW	HIGH	LOW	HIGH
Playground (North)	Value-Added	Nature-themed equipment TBD; poured-in-place surfacing	Provides secondary recreational opportunity (per interviews; community input did not indicate this is a priority)	Important value-added feature but not critical to overall park success; depends on implementation of Activity Center and Nordic Center (Renovation)	4,400	SF	---	---	\$ 35,000.00	\$ 300,000.00	\$ 400,000.00	N/A	N/A
Multipurpose Field	Value-Added	Green space (seeded)	Converts Diamond Field (underused as noted in interviews; does not fit with Vision/Mission); introduces open program green space	Implementation depends on Diamond Field Planning (see Tier 2 table); maintains potential for controversy by eliminating Diamond Field and forcing users to look elsewhere for recreational amenities	4.5	AC	---	---	\$ 2,500.00	\$ 3,500.00	\$ 5,000.00	N/A	N/A
Pavilion / Restroom (Multipurpose Field)	Value-Added	Restrooms; covered seating area	Provides minor revenue opportunity; enhances visitor recreational experience (per interviews; community input did not indicate this is a priority)	Construction depends on implementation of Multipurpose Field	1,956	SF	92	10	\$ 62,500.00	\$ 500,000.00	\$ 750,000.00	N/A	N/A
Small Overlook (Dickey Trailhead)	Value-Added	Defined hardscape / wooden deck area with seating and safety rails	Enhances user experience by framing panoramic views at 3 locations	Feature brings value to site but is not critical for overall park success	550	SF	---	---	\$ 2,750.00	\$ 23,000.00	\$ 32,000.00	N/A	N/A
Small Overlook (East of Activity Center)	Value-Added	Defined hardscape / wooden deck area with seating and safety rails	Enhances user experience by framing panoramic views at 3 locations	Feature brings value to site but is not critical for overall park success	550	SF	---	---	\$ 2,750.00	\$ 23,000.00	\$ 32,000.00	N/A	N/A
Sleigh / Chuckwagon Concessionaire Check-In Plaza	Revenue-Generating	Defined hardscape area with seating	Enhances sleigh ride / chuck wagon experience	Feature brings value to site but is not critical for overall park success	1,500	SF	---	---	\$ 2,500.00	\$ 19,000.00	\$ 26,000.00	Indeterminate	Indeterminate
Biathlon	Value-Added	Unpaved corridors	Proposed design correlates with existing trail system	While community feedback identified this feature as desired, the extents of the desired programming were not clarified and will require more research / public engagement	---	---	---	---	\$ 12,500.00	\$ 100,000.00	\$ 150,000.00	N/A	N/A
Summer Tubing (Neveplast Tubby)	Revenue-Generating	Approximately 800' long	Provides summer equivalent of winter tubing; provides revenue-generating opportunity	While feature provide revenue-generating opportunity, it also maintains potential for controversy as promoting a summer identity that misaligns with the desired summer character	4	EA	---	---	\$ 39,000.00	\$ 330,000.00	\$ 450,000.00	\$ 67,172.00	\$ 84,970.00
Parking "B" (Sledding Hill)	Operational	Approximately 55 stalls; optional car charging station	Provides opportunity for additional parking, as needed (noted per interviews and community feedback)	All expanded parking not associated with a specific feature should be evaluated on a case-by-case basis to meet park needs at time of consideration	18,600	SF	---	---	\$ 14,900.00	\$ 126,000.00	\$ 172,000.00	N/A	N/A
Parking "C" (Sleigh / Chuckwagon Concessionaire Check-In)	Operational	Approximately 20 stalls (including parallel); optional car charging station	Provides opportunity for additional parking, as needed (noted per interviews and community feedback)	All expanded parking not associated with a specific feature should be evaluated on a case-by-case basis to meet park needs at time of consideration	5,000	SF	---	---	\$ 4,000.00	\$ 34,000.00	\$ 46,000.00	N/A	N/A

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Tier 3, Lower Priority Summary Table

FEATURE	GOAL	PROGRAM ELEMENTS	NEED FULFILLED	TIER NOTES	SIZE		OCCUPANCY	RECOMMENDED PARKING	DESIGN COST*	CAPITAL COST*		REVENUE OPPORTUNITY**	
					VALUE	UNIT				LOW	HIGH	LOW	HIGH
BONEYARD PLANNING, OPTION 1													
Enclosure / Screening	Value-Added	Minimum 6' tall screening fence	Provides screen for unsightly equipment/storage (noted per interviews); contains facility sprawl (noted per interviews)	Implementation depends on determination of Boneyard Planning (see Tier 1 table); supports character value and enhances visitor experience	1,700	LF	--	--	\$ 8,500.00	\$ 72,000.00	\$ 98,000.00	N/A	N/A
OR													
BONEYARD PLANNING, OPTION 2													
Community Space (Pavilion / Restroom)	Value-Added	Restrooms; covered seating area	Provides minor revenue opportunity; enhances visitor recreational experience (per interviews; community input did not indicate this is a priority)	Implementation depends on determination of Boneyard Planning (see Tier 1 table); all features provide desired value-added assets, but none are critical to overall park success	1,956	SF	92	10	\$ 62,500.00	\$ 500,000.00	\$ 750,000.00	N/A	N/A
Community Space (Green Space / Dog Park)	Value-Added	Green space (seeded) with dog park amenities; enclosed with fencing	Converts storage yard to desired recreational use (noted in interviews and community feedback); provides desired dog park (noted in interviews, previous reports, and community feedback)		71,300	SF	--	--	\$ 7,500.00	\$ 64,000.00	\$ 86,000.00	N/A	N/A
Community Space (Small Overlook)	Value-Added	Defined hardscape / wooden deck area with seating and safety rails	Enhances user experience by framing panoramic views at 3 locations		550	SF	--	--	\$ 2,750.00	\$ 23,000.00	\$ 32,000.00	N/A	N/A
Community Space (Parking)	Operational	Approximately 28 stalls; optional car charging station	Provides dedicated parking for Trailhead		Needed to service building / space	21,600	SF	--	--	\$ 17,350.00	\$ 147,000.00	\$ 200,000.00	N/A
OR													
BONEYARD PLANNING, OPTION 3													
Event Center (Building)	Revenue-Generating	Great Room for large events; caterers' kitchen; bride/groom ready rooms; restrooms; building services	Converts storage yard to recreational use; Event Venue provides revenue-generating opportunity	Implementation depends on determination of Boneyard Planning (see Tier 1 table); while features provide revenue-generating opportunity, they also maintain potential for controversy as promoting over-development of park	10,553	SF	396	53	\$ 420,000.00	\$ 3,600,000.00	\$ 4,800,000.00	\$ 27,649.00	\$ 41,092.00
Event Center (Green Space)	Revenue-Generating	Green space (seeded)	Converts storage yard to recreation use (noted in interviews and community feedback)		53,400	SF	--	--	\$ 2,500.00	\$ 4,500.00	\$ 6,500.00	N/A	N/A
Event Center (Parking)	Operational	Approximately 60 stalls; optional car charging station	Provides dedicated parking for Event Venue		Needed to service building	31,100	SF	--	--	\$ 25,000.00	\$ 210,000.00	\$ 290,000.00	N/A

Funding

INTRODUCTION

Government leaders need tools to guide funding decisions based on established data and informed by citizen input and opinion. Funding sources are wide and varied and may carry long term impacts on budgetary limitations and ability to service municipal debt. Ideal funding mechanisms are typically determined based on the project, major maintenance tasks, service, or the type of improvement to be financed. What issues or



guidelines are considered by decision makers to determine the best source of funding?

1. Develop a five-year Capital Improvements Program (CIP). The CIP should include all capital improvement projects and major maintenance items anticipated and a timeline for implementation. Community leaders must have a complete list of individual projects to weigh funding decisions. Consider the CIP to be a glorified “wish List” which projects will fall out of, steadily move up through the five-year period or jump ahead of other projects due to unforeseen opportunities. Each project should have a realistic cost estimate which can be amended annually based on increases in materials, labor, land costs etc. A CIP should be considered a “living document” that is revisited by staff and elected officials yearly prior to adoption of an annual operating budget for the municipality. Based on revenue projections, funding availability and community support, leaders can select the projects to be included in the next fiscal year budget cycle. Projects not selected remain in the CIP to be considered at a later date. This methodology gives structure to what would otherwise be a disjointed, poorly vetted selection of projects that may or may not make it to an implementation phase. A solid CIP can provide elected officials and residents a shared vision and a path forward for successful implementation.

2. Identify debt timeline. Determine if the project to be funded is a one-time investment or an improvement that will require a sustained revenue stream over a multi-year time frame. This single factor makes a big difference in the type of funding source selected for a project. A playground improvement that is a one-time cost and will not require an infusion of capital over the life of the playground is well suited for grant funding. Development of an activity center will require initial funding for design and construction but will also incur on-going expenditures for staffing, operational costs, supplies, and maintenance. Grant funding of an improvement of this nature will barely cover the cost of construction and may not be applied

to operational expenditures. A community may quickly find itself in financial instability if continuing operational costs are not anticipated and provided for, prior to initiating a project. A sustained funding source or an established revenue stream is more appropriate for larger on-going recreational improvements. In this situation these projects may be supported by a combination of several funding sources. The initial improvement may be partially funded by grant programs. On-going expenditures may be supported by an addition to existing sales taxes which allows non-residents such as tourists and visitors to contribute. Monthly, yearly, or one-time User Fees may provide portions of annual operational costs and allows those who benefit from the improvement to contribute to its sustainability. Collectively, a combination of funding sources may make a project that is considered outside the realm of possibility, a reality.

3. District Financing. Development of multiple parcels or multiple projects over a large geographic area is especially challenging. This effort is typical of redevelopment in urbanized areas or large entertainment venues with a multitude of offerings including hotel accommodations, restaurants, entertainment and recreational opportunities, retail offerings which collectively become a destination for local residents and out of town visitors. Developments of this type may necessitate public/private partnerships where a large investment of private capital is broadly supported by the local government which stands to significantly increase its tax base and improve the quality of life for all residents. What role does a municipality play in this scenario? Infrastructure costs for multiple parcels covering large land areas may be cost prohibitive without local government assistance. Creative financing for all involved can push a large project over the finish line which otherwise would have been just a great idea. These collaborative efforts take time to assemble investors, obtain citizen support, identify a financial path forward and may include multiple governmental jurisdictions. It is imperative these efforts are based on a well vetted, detailed land development plan accompanied by legal documents which clearly identifies the role of individual participants. Financial support on behalf of the local governments may take the form



of a Pilot where property taxes are forgiven for a pre-determined period of time. Another popular financial tool is establishment of a Tax Increment Financing (TIF) District. This tool is used to retire debt incurred on behalf of the local government for physical improvements within a development though diversion of an increase in property taxes as a direct result of public investment. The public investment may be in the form of mass grading and utilities, stormwater management, roadway improvements to establish access and circulation, civic buildings for recreation and placemaking to create large outdoor public gathering and entertainment space. TIF's can be combined with

other forms of financial support such as naming rights of a civic facility, leasing public space to private entities to operate such as coffee shops and cafes, rental of recreational equipment, and concert series. Additionally, user fees may be implemented further diversifying debt service through creative and collaborative opportunities. Another financial tool worthy of consideration is the establishment of a Countywide Recreation District. Further study is required to determine feasibility and local interest. (NOTE - Nearby Eagle County has successfully implemented this tool and may be considered a case study for Summit County review.)

Funding public investment can be as easy as applying for a grant program or as difficult as creating a Tax Increment Financing District. The selection process lies in the scale of the improvement. The larger the investment needed the broader the funding sources employed to implement the project. The good news is that creative financial opportunities have increased in recent years. All levels of government have realized that public investment can leverage vast amounts of private equity. Collaboration, public/private partnerships, and development authorities have become common phrases resulting in shared visions for success. The ultimate development goal should be to have as many tools in the toolbox as possible, identify a shared vision and agree on the path forward for implementation.

What follows is intended to provide greater detail of various funding options available. This discussion is by no means all inclusive. Many private companies and non-profit organizations that benefit from tourism and recreational opportunities now offer their own monies in the form of grant opportunities. This include Disney, Dicks, People for Bikes and Trek Bicycles. Also, Health and Insurance companies are beginning to recognize the benefits of outdoor activities and associated reduced expenditures from a healthy work force. Blue Cross Blue Shield has recently launched a competitive grant program focused on healthy lifestyles.

(NOTE - A listing of opportunities has been provided to the right. For additional information about each opportunity, refer to the Appendix.)

OPPORTUNITIES

TRADITIONAL SOURCES

General Obligation Bonds
Fees
User Fees
Non-Resident Fees
Park Access Fees
Real Estate Investment Fees (REIF)
Taxes
Dedicated Millage
Lodging, Car Rentals, and Liquor Excise Taxes
Local Income Tax
Property Tax
Sales Tax
Lodging Tax
Regulatory Funding or Development Sources
Greenway Right-of-Way or Easement Dedication

ALTERNATIVE SOURCES

Partnerships
"Buy-A-Foot" Programs
Fundraising
Naming Rights
Exclusive Beverage Rights
Concessions

FEDERAL AND STATE GRANT PROGRAMS

Great Outdoors Colorado (GOCO)
Local Park and Outdoor Recreation (LPOR) Grant.
Habitat Restoration Grant
Youth Corps Grant
Land Conservation

COLORADO PARKS AND WILDLIFE DEPARTMENT

Colorado the Beautiful Grant:
Recreational Trails Grant Program
Trail Construction Grant: maximum \$250,000
Trail Maintenance Grant: maximum \$250,000
Planning and/or Support Grant: maximum \$45,000.
United States Department of the Interior – Land Water Conservation Fund (LWCF)

TRANSPORTATION MULTI-MODAL GRANTS

Transportation Alternative Programs (TAP)
The Multi-Modal Options Fund (MMOF)
Safe Routes to School (SRTS)

OTHER FUNDING OPPORTUNITIES

Community Development Block Grants
Environmental Protection Agency (EPA), Environmental Education (EE) Grants
Meet Me at the Park

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Contents

Items within this Appendix consist of:

Set 1 - Business Unit Analysis, SFA

- These tables present financial analysis of key Revenue-Generating Opportunities, examining revenue, expense, and capital cost.

Set 2 - Funding Resources

- This section provides additional information for all funding resources listed in Section 4.

Set 3 - Architecture Program/Floor Plans

- These tables and layouts present the full programs and enlarged floor plans for each proposed building within the Vision Plan.

Set 4 - Previous Reports

- This section provides additional information for the five previous reports highlighted in Section 2.

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Business Unit Analysis, SFA

These tables present financial analysis of key Revenue-Generating Opportunities, examining revenue, expense, and capital cost.

Total Revenue & Expenses 5-Year Forecast

NOTES

- The 5-Year Forecast summarizes all Business Unit Analyses presented in this Appendix (minus features noted below).
- The 5-Year Forecast assumes all revenue-generating features are constructed simultaneously and operating in Year 1. While this construction scenario is highly unlikely, the 5-Year Forecast does provide a summary that exhibits the order of magnitude the Town can expect for the impact to park revenue, expenses, and profitability once all upgrades and conditions are complete.
- Features not included in the summary (but Business Unit Analyses are still provided in this Appendix) consist of:
 - Summer Tubing - Advisory Group feedback indicated that Summer Tubing is a low priority item that may not be considered due to its potential controversy.
 - Ice Trail - If the Ice Circle is constructed (as presented in the summary), the Ice Trail would not be built.

Revenue	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Village Center / Day Lodge Renovation (Adventure Park & Winter Tubing)	\$2,056,745	\$2,597,542	\$2,857,498	\$3,135,916	\$3,229,993	\$3,479,289
Activity Center / Nordic Center Renovation (Nordic Activities)	\$491,093	\$504,693	\$518,266	\$542,260	\$556,491	\$582,319
Activity Center / Nordic Center Renovation (Programs & Events)	\$332,633	\$390,790	\$396,761	\$422,631	\$429,283	\$457,515
Wedding Overlook	\$0	\$35,200	\$52,800	\$55,440	\$55,440	\$58,212
Event Center (Weddings & Special Events)	\$0	\$138,244	\$186,356	\$195,674	\$195,674	\$205,458
Ice Circle	\$0	\$18,200	\$18,564	\$19,882	\$20,280	\$21,720
Ropes Course	\$0	\$70,125	\$71,528	\$76,606	\$78,138	\$83,686
Total Revenue	\$2,880,471	\$3,754,793	\$4,101,773	\$4,448,410	\$4,565,298	\$4,888,199
Expense	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Village Center / Day Lodge Renovation (Adventure Park & Winter Tubing)	\$1,170,406	\$1,478,368	\$1,620,844	\$1,774,029	\$1,826,921	\$1,963,764
Activity Center / Nordic Center Renovation (Nordic Activities)	\$392,131	\$345,126	\$353,306	\$367,850	\$376,676	\$392,583
Activity Center / Nordic Center Renovation (Programs & Events)	\$457,694	\$509,776	\$516,744	\$537,959	\$545,429	\$568,259
Wedding Overlook	\$0	\$12,320	\$18,480	\$19,404	\$19,404	\$20,374
Event Center (Weddings & Special Events)	\$0	\$110,595	\$149,085	\$156,539	\$156,539	\$164,366
Ice Circle	\$0	\$6,370	\$6,497	\$6,959	\$7,098	\$7,602
Ropes Course	\$0	\$26,648	\$27,180	\$29,110	\$29,692	\$31,801
Total Expense	\$2,020,231	\$2,489,203	\$2,692,137	\$2,891,850	\$2,961,759	\$3,148,749
Net Revenue	\$860,240	\$1,265,590	\$1,409,636	\$1,556,560	\$1,603,540	\$1,739,450

Village Center / Day Lodge Renovation (Adventure Park & Winter Tubing)



REVENUE

- All revenue projections are based on historic performance with an assumption of a 5% price increase in year 3, a 5% price increase in year 5, and a 3% annual growth rate in number of sales unless otherwise noted.
 - The schedule for price increases and the annual sales growth projections are SFA's recommendations based on growth strategies for established, mature business units.
- Growth in number of tubing sales per year is based on the impact of adding a second magic carpet. The following percentages were utilized when accounting for a second magic carpet: a 10% increase in the number of sales per day in the first year that the second magic carpet is in place; a 10% increase from year 1 to year 2; a 5% increase from year 2 to year 3; and a 3% increase in each of the following two years.

- Growth in retail revenue is scaled to growth in tubing and ski hill revenue.
- Growth in food & beverage revenue is scaled to growth in tubing and ski hill revenue and is based on improving service by adding points of sale and improving operational efficiency for food & beverage offerings.

EXPENSE

- All expense projections are based on historic performance and scaled to revenue growth unless otherwise noted.
- Both lodging tax expense lines assume a 1.5% annual increase, which aligns with annual inflation rates.

CAPITAL COST

- \$5.6 - \$7.5 million (Village Center, Building)
- \$93,000 - \$125,000 (Village Center, Parking)
- \$350,000 - \$450,000 (Day Lodge, Renovation)

Revenue	Notes	Price					Number of Sales					Sellable Sessions								
		Current	Year 1	Year 2	Year 3	Year 4	Year 5	Current	Year 1	Year 2	Year 3		Year 4	Year 5	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Tubing	Ave. \$/Person	\$25.86	\$28.45	\$28.45	\$29.87	\$29.87	\$31.36	614	675	743	780	803	827	114	\$1,810,200	\$2,262,750	\$2,489,025	\$2,744,150	\$2,826,475	\$3,056,832
Ski Hill	Ave. \$/Person	\$28.86	\$28.86	\$28.86	\$30.30	\$30.30	\$31.82	27	28	29	30	30	31	70	\$54,545	\$56,182	\$57,867	\$62,583	\$64,461	\$69,714
Day Lodge, Field, & Parks Rental		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$30,000	\$45,000	\$54,000	\$56,700	\$58,401	\$60,153
Retail		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$44,000	\$54,717	\$60,096	\$66,227	\$68,214	\$73,773
Food & Beverage		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$118,000	\$178,893	\$196,510	\$206,256	\$212,443	\$218,816
Area Revenue														\$2,056,745	\$2,597,542	\$2,857,498	\$3,135,916	\$3,229,993	\$3,479,289	
Expense														Current	Year 1	Year 2	Year 3	Year 4	Year 5	
Salaries - Full Time & 10-Month														\$436,264	\$547,984	\$601,411	\$660,445	\$680,259	\$733,379	
Salaries - Seasonal														\$242,598	\$304,723	\$334,433	\$367,261	\$378,279	\$407,818	
Benefits														\$65,251	\$81,961	\$89,952	\$98,781	\$101,745	\$109,690	
Retirement														\$8,215	\$10,319	\$11,325	\$12,436	\$12,810	\$13,810	
Operating Expenses														\$327,809	\$411,755	\$451,901	\$496,259	\$511,147	\$551,061	
Lodging Tax Exp. - Bike Park														\$10,000	\$10,150	\$10,302	\$10,457	\$10,614	\$10,773	
Lodging Tax Exp. - Grounds														\$11,000	\$11,165	\$11,332	\$11,502	\$11,675	\$11,850	
Retail Product Cost														\$17,259	\$21,463	\$23,573	\$25,977	\$26,757	\$28,937	
Food & Beverage Product Cost														\$52,010	\$78,850	\$86,614	\$90,910	\$93,637	\$96,446	
Area Expense														\$1,170,406	\$1,478,368	\$1,620,844	\$1,774,029	\$1,826,921	\$1,963,764	
Net Revenue														\$886,339	\$1,119,174	\$1,236,654	\$1,361,887	\$1,403,073	\$1,515,525	

Business Unit Analysis

Activity Center / Nordic Center Renovation (Nordic Activities)

REVENUE

- All revenue projections are based on historic performance with an assumption of a 5% price increase in year 3, a 5% price increase in year 5, and a 3% annual growth rate in number of sales unless otherwise noted.
 - The schedule for price increases and the annual sales growth projections are SFA's recommendations based on growth strategies for established, mature business units.
- Concessionaire revenue is projected to remain constant (no growth or decline) in all years.
- All Nordic pass fees are projected to remain constant (no increase in price in any year) based on regional Nordic relationships.

EXPENSE

- All expense projections are based on historic performance and scaled to revenue growth unless otherwise noted.
- Operating expenses assume a 1.5% annual increase, which aligns with annual inflation rates.

CAPITAL COST

- \$2.1 - \$2.9 million (Activity Center); OR
- \$2.1 - \$2.9 million (Nordic Center, Expansion)
- \$10,000 - \$15,000 (Nordic Center, Renovation)



Revenue	Notes	Price						Number of Sales						Sellable Sessions	Current	Year 1	Year 2	Year 3	Year 4	Year 5
		Current	Year 1	Year 2	Year 3	Year 4	Year 5	Current	Year 1	Year 2	Year 3	Year 4	Year 5							
Nordic Service & Repair		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$2,582	\$2,659	\$2,739	\$2,962	\$3,051	\$3,300
Concessionaire Revenue		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$67,916	\$67,916	\$67,916	\$67,916	\$67,916	\$67,916
Lessons/Programs		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$53,035	\$54,626	\$56,265	\$60,850	\$62,676	\$67,784
Daily Pass	Ave. \$/Pass	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	5,213	5,369	5,530	5,696	5,867	6,043	1	\$125,112	\$128,865	\$132,731	\$136,713	\$140,815	\$145,039
Punch Pass	Ave. \$/Pass	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00	3,210	3,306	3,405	3,508	3,613	3,721	1	\$60,990	\$62,820	\$64,704	\$66,645	\$68,645	\$70,704
Season Pass - Frisco Only	Ave. \$/Pass	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	\$235.00	115	118	122	126	129	133	1	\$27,025	\$27,836	\$28,671	\$29,531	\$30,417	\$31,329
Season Pass - Joint	Ave. \$/Pass	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	88	91	93	96	99	102	1	\$26,400	\$27,192	\$28,008	\$28,848	\$29,713	\$30,605
Food & Beverage		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$4,658	\$4,798	\$4,942	\$5,344	\$5,505	\$5,953
Retail		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$13,342	\$13,742	\$14,155	\$15,308	\$15,767	\$17,052
Equipment Rental	Ave. \$/Rental	\$20.00	\$20.00	\$20.00	\$21.00	\$21.00	\$22.05	5,025	5,176	5,331	5,491	5,656	5,825	1	\$100,434	\$103,515	\$106,620	\$115,310	\$118,769	\$128,449
Events		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$9,440	\$9,723	\$10,015	\$10,831	\$11,156	\$12,065
Facility Rental		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$159	\$1,000	\$1,500	\$2,000	\$2,060	\$2,122
Area Revenue															\$491,093	\$504,693	\$518,266	\$542,260	\$556,491	\$582,319
Expense															Current	Year 1	Year 2	Year 3	Year 4	Year 5
Salaries - Full Time & 10-Month															\$103,490	\$106,180	\$108,936	\$113,890	\$116,877	\$122,310
Salaries - Seasonal															\$106,836	\$109,613	\$112,458	\$117,572	\$120,656	\$126,265
Benefits															\$19,827	\$20,342	\$20,870	\$21,819	\$22,392	\$23,433
Retirement															\$2,099	\$2,154	\$2,209	\$2,310	\$2,371	\$2,481
Operating Expenses (Not Including Food & Beverage, Retail, Equip. Rental, and Events Expenses)															\$79,457	\$80,649	\$81,859	\$83,086	\$84,333	\$85,598
Trail Maintenance Expense															\$55,000	\$55,825	\$56,662	\$57,512	\$58,375	\$59,251
Food & Beverage Product Cost															\$3,494	\$3,599	\$3,707	\$4,009	\$4,129	\$4,466
Retail Product Cost															\$8,186	\$8,432	\$8,685	\$9,392	\$9,674	\$10,463
Equipment Rental Expenses															\$6,073	\$6,259	\$6,447	\$6,973	\$7,182	\$7,767
Events Expenses															\$7,669	\$7,899	\$8,136	\$8,799	\$9,063	\$9,802
Area Expense															\$392,131	\$345,126	\$353,306	\$367,850	\$376,676	\$392,583
Net Revenue															\$98,962	\$159,567	\$164,960	\$174,410	\$179,815	\$189,736

Activity Center / Nordic Center Renovation (Programs & Events)



REVENUE

- All revenue projections are based on historic performance with an assumption of a 5% price increase in year 3, a 5% price increase in year 5, and a 3% annual growth rate in number of sales unless otherwise noted.
 - The schedule for price increases and the annual sales growth projections are SFA's recommendations based on growth strategies for established, mature business units.
- Frisco Fun Club is projected to reach maximum capacity of 70 children per week in Year 1 and remain at capacity in all subsequent years. This is based on current registration wait lists and the expanded capacity for the program afforded by the addition of the Activity Center.

EXPENSE

- All expense projections are based on historic performance and scaled to revenue growth unless otherwise noted.
- Full time and 10-month salaries assume a 1.5% annual increase, which aligns with annual inflation rates.
- Lodging tax expenses assume a 1.5% annual increase, which aligns with annual inflation rates.

CAPITAL COST

- \$2.1 - \$2.9 million (Activity Center); OR
- \$2.1 - \$2.9 million (Nordic Center, Expansion)
- \$10,000 - \$15,000 (Nordic Center, Renovation)

Revenue	Notes	Price						Number of Sales					Sellable Sessions	Current	Year 1	Year 2	Year 3	Year 4	Year 5	
		Current	Year 1	Year 2	Year 3	Year 4	Year 5	Current	Year 1	Year 2	Year 3	Year 4								Year 5
Frisco Fun Club	\$/Week	\$238.00	\$238.00	\$238.00	\$249.90	\$249.90	\$262.40	50	70	70	70	70	70	11	\$130,900	\$183,260	\$183,260	\$192,423	\$192,423	\$202,044
Winter Fun Club	\$/Day	\$48.00	\$48.00	\$48.00	\$50.40	\$50.40	\$52.92	15	15	16	16	17	17	25	\$18,000	\$18,540	\$19,096	\$20,653	\$21,272	\$23,006
Sponsorship		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500	\$8,500
Summer Sports Camps	\$/Week	\$250.00	\$250.00	\$250.00	\$262.50	\$262.50	\$275.63	24	25	25	26	27	28	11	\$66,000	\$67,980	\$70,019	\$75,726	\$77,998	\$84,355
Athletic Special Events	Ave. \$/Pass	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$109,233	\$112,510	\$115,885	\$125,330	\$129,090	\$139,611
Area Revenue														\$332,633	\$390,790	\$396,761	\$422,631	\$429,283	\$457,515	
Expense														Current	Year 1	Year 2	Year 3	Year 4	Year 5	
Salaries - Full Time & 10-Month														\$126,700	\$128,601	\$130,530	\$132,487	\$134,475	\$136,492	
Salaries - Seasonal														\$72,947	\$91,576	\$92,457	\$98,033	\$99,014	\$105,026	
Salaries - Program Instructors														\$33,595	\$42,174	\$42,580	\$45,148	\$45,600	\$48,369	
Benefits														\$18,906	\$19,190	\$19,477	\$19,770	\$20,066	\$20,367	
Retirement														\$7,879	\$7,997	\$8,117	\$8,239	\$8,362	\$8,488	
Operating Expenses (Not Including Supplies, Rentals, Field Trips, Permits, Etc.)														\$39,094	\$45,929	\$46,631	\$49,671	\$50,453	\$53,771	
Lodging Tax Expenses														\$75,000	\$76,125	\$77,267	\$78,426	\$79,602	\$80,796	
Supplies, Rentals, Field Trips, Permits, Etc.														\$83,573	\$98,185	\$99,685	\$106,185	\$107,856	\$114,949	
Area Expense														\$457,694	\$509,776	\$516,744	\$537,959	\$545,429	\$568,259	
Net Revenue														(\$125,061)	(\$118,986)	(\$119,983)	(\$115,327)	(\$116,146)	(\$110,744)	

SPECIAL NOTE

- It should be noted that as a "business unit," the PRA's programs and events lose money. While one of the drivers to this is simply the allocation of expenses, it is not uncommon for programs and events to be cost centers in parks and recreation operations. Camps and special events are typically very expensive to offer and often do not recover their own costs. However, programs should be considered a vital service for Frisco children and families, and events provide an opportunity to bring people together, create a sense of community, and introduce the PRA to visitors who might not otherwise know about the unique destination and all of the activities available. As such, SFA believes there is an indirect return on investment through a combination of health and social impacts, community good will, and indirect revenue (and profit) that is generated by the programs and events listed in the pro forma.

Business Unit Analysis

Summer Tubing

REVENUE

- All fees, sales projections, and number of sellable sessions are based on a combination of market/industry research (demographics, socioeconomics, competition, pricing, etc.) and SFA's proprietary analytical process for revenue projections and growth of new business units at established facilities/destinations.
- Additionally, certain insights and projections for summer tubing revenue generation have been based off of winter tubing operations.

EXPENSE

- All expense projections are based on industry benchmarks and key performance indicators for efficient operations of comparable spaces and services.
- Additionally, certain insights and projections for summer tubing expenses have been based off of winter tubing operations.

CAPITAL COST

- \$330,000 - \$450,000 (Summer Tubing, Neveplast Tubby)



Revenue	Notes	Price					Number of Sales					Sellable Sessions								
		Current	Year 1	Year 2	Year 3	Year 4	Year 5	Current	Year 1	Year 2	Year 3		Year 4	Year 5	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Tubing	Ave. \$/Person	\$15.52	\$15.52	\$15.52	\$16.29	\$16.29	\$17.11	92	92	97	100	103	106	94	\$134,336	\$134,336	\$141,053	\$152,548	\$157,125	\$169,931
Retail		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$806	\$806	\$846	\$915	\$943	\$1,020
Food & Beverage		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	\$8,732	\$8,732	\$9,168	\$9,916	\$10,213	\$11,045
Area Revenue													\$143,874	\$143,874	\$151,067	\$163,379	\$168,281	\$181,996		
Expense													Current	Year 1	Year 2	Year 3	Year 4	Year 5		
Salaries - Full Time & 10-Month													\$32,241	\$32,241	\$33,853	\$36,612	\$37,710	\$40,783		
Salaries - Seasonal													\$17,464	\$17,464	\$18,337	\$19,831	\$20,426	\$22,091		
Benefits													\$4,836	\$4,836	\$5,078	\$5,492	\$5,656	\$6,118		
Retirement													\$645	\$645	\$677	\$732	\$754	\$816		
Operating Expenses													\$17,265	\$17,265	\$18,128	\$19,606	\$20,194	\$21,839		
Retail Product Cost													\$322	\$322	\$339	\$366	\$377	\$408		
Food & Beverage Product Cost													\$3,929	\$3,929	\$4,126	\$4,462	\$4,596	\$4,970		
Area Expense													\$76,702	\$76,702	\$80,537	\$87,101	\$89,714	\$97,025		
Net Revenue													\$67,172	\$67,172	\$70,531	\$76,279	\$78,567	\$84,970		

Business Unit Analysis Ropes Course



REVENUE

- All fees, sales projections, and number of sellable sessions are based on a combination of market/industry research (demographics, socioeconomics, competition, pricing, etc.) and SFA's proprietary analytical process for revenue projections and growth of new business units at established facilities/destinations.

EXPENSE

- All expense projections are based on industry benchmarks and key performance indicators for efficient operations of comparable spaces and services.

CAPITAL COST

- \$200,000 - \$300,000 (Ropes Course)

Revenue	Notes	Price					Number of Sales					Sellable Sessions	Year 1	Year 2	Year 3	Year 4	Year 5
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5						
Adult Sky Trail Pass	\$/Session	\$20	\$20	\$21	\$21	\$22	15.0	15.3	15.6	15.9	16.2	110	\$33,000	\$33,660	\$36,050	\$36,771	\$39,382
Student Sky Trail Pass	\$/Session	\$15	\$15	\$16	\$16	\$17	15.0	15.3	15.6	15.9	16.2	110	\$24,750	\$25,245	\$27,037	\$27,578	\$29,536
Quickflight Free Fall Add-On	\$/Session	\$5	\$5	\$5	\$5	\$6	22.5	23.0	23.4	23.9	24.4	110	\$12,375	\$12,623	\$13,519	\$13,789	\$14,768
Area Revenue												\$70,125	\$71,528	\$76,606	\$78,138	\$83,686	
Expense												Year 1	Year 2	Year 3	Year 4	Year 5	
Salaries - Seasonal Staff	30% of Gross Revenue												\$21,038	\$21,458	\$22,982	\$23,441	\$25,106
Supplies, Equipment, and Repair	8% of Gross Revenue												\$5,610	\$5,722	\$6,128	\$6,251	\$6,695
Area Expense												\$26,648	\$27,180	\$29,110	\$29,692	\$31,801	
Net Revenue												\$43,478	\$44,347	\$47,496	\$48,446	\$51,885	

Business Unit Analysis

Wedding Overlook

REVENUE

- All fees, sales projections, and number of sellable sessions are based on a combination of market/industry research (demographics, socioeconomics, competition, pricing, etc.) and SFA's proprietary analytical process for revenue projections and growth of new business units at established facilities/destinations.

EXPENSE

- All expense projections are based on industry benchmarks and key performance indicators for efficient operations of comparable spaces and services.

CAPITAL COSTS

- \$ 2,000 - \$ 5,000 (Wedding Overlook, Arbor)
- \$20,000 - \$28,000 (Wedding Overlook, Patio)
- \$68,000 - \$92,000 (Wedding Overlook, Dropoff)



Revenue	Notes	Price					Number of Events per Weekend					Sellable Sessions	Year 1	Year 2	Year 3	Year 4	Year 5
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5						
Summer																	
Wedding Arbor - Venue Fee	\$/Event	\$800	\$800	\$840	\$840	\$882	2.0	3.0	3.0	3.0	3.0	22	\$35,200	\$52,800	\$55,440	\$55,440	\$58,212
Winter																	
Wedding Arbor - Venue Fee	\$/Event	\$600	\$600	\$630	\$630	\$662	-	-	-	-	-	0	\$0	\$0	\$0	\$0	\$0
Area Revenue												\$35,200	\$52,800	\$55,440	\$55,440	\$58,212	
Expense												Year 1	Year 2	Year 3	Year 4	Year 5	
Wedding and Event Director	10% of Revenue												\$3,520	\$5,280	\$5,544	\$5,544	\$5,821
Wedding and Event Staff	10% of Revenue												\$3,520	\$5,280	\$5,544	\$5,544	\$5,821
Supplies	5% of Revenue												\$1,760	\$2,640	\$2,772	\$2,772	\$2,911
Miscellaneous Expenses and Discounts	10% of Revenue												\$3,520	\$5,280	\$5,544	\$5,544	\$5,821
Area Expense												\$12,320	\$18,480	\$19,404	\$19,404	\$20,374	
Net Revenue												\$22,880	\$34,320	\$36,036	\$36,036	\$37,838	

Business Unit Analysis Event Center (Weddings & Special Events)



REVENUE

- All fees, sales projections, and number of sellable sessions are based on a combination of market/industry research (demographics, socioeconomics, competition, pricing, etc.) and SFA's proprietary analytical process for revenue projections and growth of new business units at established facilities/destinations.

EXPENSE

- All expense projections are based on industry benchmarks and key performance indicators for efficient operations of comparable spaces and services.

CAPITAL COSTS

- \$3.6 - 4.8 million (Event Center, Building)
- \$4,500 - \$6,500 (Event Center, Green Space)
- \$210,000 - \$290,000 (Event Center, Parking)

Revenue	Notes	Price					Number of Events per Month					Sellable Sessions	Year 1	Year 2	Year 3	Year 4	Year 5
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5						
Summer																	
Events Building - Venue Fee	\$/Day	\$2,000	\$2,000	\$2,100	\$2,100	\$2,205	6.0	8.0	8.0	8.0	8.0	5.5	\$66,000	\$88,000	\$92,400	\$92,400	\$97,020
Bar Service	\$/Event	\$1,875	\$1,875	\$1,969	\$1,969	\$2,067	4.5	6.0	6.0	6.0	6.0	5.5	\$46,406	\$61,875	\$64,969	\$64,969	\$68,217
Catering Fee (Pass-Through)	Included in Venue Fee	\$0	\$0	\$0	\$0	\$0	0	-	-	-	-	5.5	\$0	\$0	\$0	\$0	\$0
Winter																	
Events Building - Venue Fee	\$/Day	\$1,400	\$1,400	\$1,470	\$1,470	\$1,544	1.5	2.0	2.0	2.0	2.0	6.5	\$13,650	\$18,200	\$19,110	\$19,110	\$20,066
Bar Service	\$/Event	\$1,875	\$1,875	\$1,969	\$1,969	\$2,067	1.0	1.5	1.5	1.5	1.5	6.5	\$12,188	\$18,281	\$19,195	\$19,195	\$20,155
Catering Fee (Pass-Through)	Included in Venue Fee	\$0	\$0	\$0	\$0	\$0	-	-	-	-	-	6.5	\$0	\$0	\$0	\$0	\$0
Area Revenue												\$138,244	\$186,356	\$195,674	\$195,674	\$205,458	
Expense												Year 1	Year 2	Year 3	Year 4	Year 5	
Wedding and Special Events Director	10% of Revenue											\$13,824	\$18,636	\$19,567	\$19,567	\$20,546	
Wedding and Special Events Staff	30% of Revenue											\$41,473	\$55,907	\$58,702	\$58,702	\$61,637	
Supplies	30% of Revenue											\$41,473	\$55,907	\$58,702	\$58,702	\$61,637	
Miscellaneous Expenses and Discounts	10% of Revenue											\$13,824	\$18,636	\$19,567	\$19,567	\$20,546	
Area Expense												\$110,595	\$149,085	\$156,539	\$156,539	\$164,366	
Net Revenue												\$27,649	\$37,271	\$39,135	\$39,135	\$41,092	

Business Unit Analysis Ice Circle

REVENUE

- All fees, sales projections, and number of sellable sessions are based on a combination of market/industry research (demographics, socioeconomics, competition, pricing, etc.) and SFA's proprietary analytical process for revenue projections and growth of new business units at established facilities/destinations.

EXPENSE

- All expense projections are based on industry benchmarks and key performance indicators for efficient operations of comparable spaces and services.

CAPITAL COST

- \$1.0 - \$1.5 million (Ice Surface); OR
- \$350,000 - \$360,000 (Glice Surface)



Revenue	Notes	Price					Number of Sales					Sellable Sessions					
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5		Year 1	Year 2	Year 3	Year 4	Year 5
Public Skate																	
Adult	\$/Session	\$6	\$6	\$6	\$6	\$7	700	714	728	743	758	1	\$4,200	\$4,284	\$4,588	\$4,680	\$5,012
Child 5-17	\$/Session	\$4	\$4	\$4	\$4	\$4	3,500	3,570	3,641	3,714	3,789	1	\$14,000	\$14,280	\$15,294	\$15,600	\$16,707
Child Under 4	\$/Session	\$0	\$0	\$0	\$0	\$0	175	179	182	186	189	1	\$0	\$0	\$0	\$0	\$0
Area Revenue												\$18,200	\$18,564	\$19,882	\$20,280	\$21,720	
Expense												Year 1	Year 2	Year 3	Year 4	Year 5	
Salaries - Seasonal Staff	20% of Gross Revenue												\$3,640	\$3,713	\$3,976	\$4,056	\$4,344
Supplies, Equipment, and Repair	15% of Gross Revenue												\$2,730	\$2,785	\$2,982	\$3,042	\$3,258
Area Expense												\$6,370	\$6,497	\$6,959	\$7,098	\$7,602	
Net Revenue												\$11,830	\$12,067	\$12,923	\$13,182	\$14,118	

Business Unit Analysis Ice Trail



REVENUE

- All fees, sales projections, and number of sellable sessions are based on a combination of market/industry research (demographics, socioeconomics, competition, pricing, etc.) and SFA's proprietary analytical process for revenue projections and growth of new business units at established facilities/destinations.

EXPENSE

- All expense projections are based on industry benchmarks and key performance indicators for efficient operations of comparable spaces and services.

CAPITAL COST

- \$1.5 - \$2.0 million (Ice Surface); OR
- \$460,000 - \$470,000 (Glice Surface)

Revenue	Notes	Price					Number of Sales					Sellable Sessions	Expense				
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3	Year 4	Year 5		Year 1	Year 2	Year 3	Year 4	Year 5
Public Skate																	
Adult	\$/Session	\$15	\$15	\$16	\$16	\$17	700	714	728	743	758	1	\$10,500	\$10,710	\$11,470	\$11,700	\$12,531
Child 5-17	\$/Session	\$10	\$10	\$11	\$11	\$11	3,500	3,570	3,641	3,714	3,789	1	\$35,000	\$35,700	\$38,235	\$38,999	\$41,768
Child Under 4	\$/Session	\$5	\$5	\$5	\$5	\$6	175	179	182	186	189	1	\$875	\$893	\$956	\$975	\$1,044
Area Revenue												\$46,375	\$47,303	\$50,661	\$51,674	\$55,343	
Expense												Year 1	Year 2	Year 3	Year 4	Year 5	
Salaries - Seasonal Staff	30% of Gross Revenue												\$13,913	\$14,191	\$15,198	\$15,502	\$16,603
Supplies, Equipment, and Repair	15% of Gross Revenue												\$6,956	\$7,095	\$7,599	\$7,751	\$8,301
Area Expense												\$20,869	\$21,286	\$22,797	\$23,253	\$24,904	
Net Revenue												\$25,506	\$26,016	\$27,864	\$28,421	\$30,439	

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Funding Resources

This section provides additional information for all funding resources listed in Section 4.

Funding Resources

TRADITIONAL SOURCES

General Obligation Bonds

City and county governments across the country fund capital projects using general obligation bonds to build public facilities while spreading the cost over an extended period of time. The bond may be paid back over a 20-25-year period and allow a city to begin to meet the facility needs of the community. A variety of methods exist for funding the repayment of a bond. Funding can be from a single source, such as using a portion of existing tax revenues. Repayment may also come from special fees added to utility rates or other similar fees that residents are charged. Determining the most feasible single source or combination of sources is critical for a city to determine.

Fees

Evaluation of existing pricing strategies is in the best interest of all parks and recreation departments across the country. This includes the development of a cost recovery philosophy and establishment of goals for both city-sponsored and association-sponsored programs that truly reflect the community's recreational values in addition to promoting financial sustainability. Departments should examine their current fee structure to identify where increases may be appropriate; factors such as inflation rates, rising energy costs, land values, higher maintenance levels provided by the city, and new facility development should all be considered.

User Fees

User fees are wide and variable. They can be charged for facility maintenance and added to program registrations or park access that is charged on a daily or annual basis. Other user fees include memberships to special facilities and centers and fees charged for instructional programs. The combination of these user fees can be a major revenue generator for parks and recreation departments.

Non-Resident Fees

Non-resident fees are charged to parks and facility users who do not reside within the city limits of

a community. An example would be charging a non-resident fee at a swimming pool; residents pay a set fee, and non-residents pay a higher fee. Municipalities typically assess facilities and programs and determine which would be best to charge non-resident fees. Facilities that require higher levels of maintenance, such as dog parks, pools, and community gardens are the type of facilities where non-resident fees should be charged.

One area not recommended for charging non-resident fees is youth sports. The long history of the park's services being provided on a countywide basis has created leagues with residents from throughout the county. Many of the participants are from surrounding areas that do not have sports fields and have limited recreational options. For this reason, many agencies feel non-resident youth sports fees would be unfair and would have a negative impact on the successful programs that are in place.

Park Access Fees

Some communities assess their citizens with an annual park access fee. For instance, Butler County Metro Parks System in Ohio charge an annual access fee and issues parking stickers for participants cars to ensure the fees have been paid. This type of fee would be a good alternative for non-residents who would rather pay one standard fee rather than a non-resident fee for every program or activity they choose.

The implementation of a park access fee would require a few operational changes at parks. Additional staff would be hired to implement the fee program and to monitor the parks to enforce visitor parking stickers. Passage of a local ordinance would be necessary to establish fines for those who park without current parking passes. While these operational changes would require an initial investment, the increased revenue generated through the park access fee would far exceed the cost.

Real Estate Investment Fees (REIF)

Another customized source of revenue generated in Frisco is a fee on the transfer of property ownership. This is an equitable tool administered during the sale of real estate and based on the property sale price. The Town of Frisco charges a 1% transfer fee that is paid upon closing. The fee may be paid by the seller or buyer and a stamp is placed on the deed prior to recording the transfer of title. This is an important tool in tourism rich communities where a large percentage of housing is purchased by absentee owners, as a business investment or for vacation rental purposes.

Taxes

Various tax structures provide options for municipalities to obtain funds from multiple sources. Tax revenue, like property taxes are paid by citizens, while other taxes like sales tax or hotel/motel taxes are paid by those living within and outside the community. The source of taxes and the amount of each tax charged, is a balance between the need for funds and what the public is willing to pay.

Dedicated Millage

A dedicated millage could be earmarked for repayment of a city bond program that includes park projects. By dedicating a millage for recreation, a city would create a funding source and know from year to year what funds would be available for debt service and operations of a parks and recreation department.

Lodging, Car Rentals, and Liquor Excise Taxes

Many communities are incorporating lodging or hotel/motel taxes to pay for tourism related programs, including parks and recreation improvements. Jurisdictions have implemented or are considering institution of a lodging tax to fund future capital improvements that may lead to increased tourism and overnight stays. Collected funds could also be used as one of the sources to retire a bond program. State enabling taxes may allow collection from car rentals and purchase of liquor (both per drink and wholesale) applied to similar programs and initiatives.

Local Income Tax

Many municipalities maintain the authority to levy optional income taxes, with voter approval. If a city has a limit on property taxes, this may be another tool for funding capital development for parks. The income tax levy could be set for a predetermined time frame to allow the city to purchase land and develop parks and then, sunset the income tax when the funding needs have been met.

Regulatory Funding or Development Sources

Utilization of regulatory means to aid the development of parks and greenways is used by many city governments. In the case of parks, land set aside (or a fee in lieu of land set aside) is common and would provide either needed parkland or funds for acquisition of parkland. A mandatory parkland dedication or fee in lieu of dedication may be considered for inclusion in local zoning codes to gain more public parkland to offset the impacts of residential development in a city. Park improvements may also be tied to granting greater development density and/or bulk requirements in exchange for dedication of park land, physical improvements or an agreed upon or pre-determined fee.

Property Tax

A property tax is levied on real estate by the governing jurisdiction in which the property is located. Property taxes are typically charged at the county or municipal level and usually both. Each property is assessed on a regular basis and the tax is calculated as a portion of that value. Summit County conducts a reappraisal every two years in odd numbered years; the most recent in 2019. The appraisal is conducted on the value of land in addition to the value of improvements or structures on the land. Both Summit County and the Town of Frisco charge property taxes. A Homestead exemption is available in Summit County when a property serves as the primary residence of the owner.

Sales Tax

Sales tax is levied on the sale of goods collected at the point of purchase from the consumer. The amount of sales tax varies by state, counties, and cities and is typically a collection of taxes from

several levels of government. A common element of these taxes is that they are paid by residents and non-residents alike. Communities with high rates of tourism use sales tax to offset the cost of infrastructure to support the leisure industry. This includes services and facilities, visitor safety, marketing and maintaining natural and public recreational spaces which is an investment in tourism development. This specifically applies to large capital projects where a combination of tax sources generates a significant amount of money to offset the cost for residents. The Town of Frisco currently collects a 2% sales tax and when added to the Summit County tax totals 8.375%. The State of Colorado allows municipalities to charge up to 3.975% for a total of 8.875% which is the current sales tax rate in the communities of Breckenridge and Dillon. The town of Frisco could add an additional 1.975% onto the current sales tax rate of 2%. This adjustment combined with the Summit County sales tax would equal 8.875%, similar to other tourist communities in Summit Co. This additional amount could generate funds for Adventure Park improvements. While this is an excellent source of revenue it is subject to fluctuations and downturns in the economy.

Lodging Tax

Communities that rely on the tourist industry are incorporating lodging or hotel/motel taxes to pay for tourism related programs, including parks and recreation improvements. Jurisdictions adopt a lodging tax to fund future capital improvements that may lead to increased tourism and overnight stays. The Town of Frisco has a 2.35% tax collection on short term rentals, less than 30 days, which includes private vacation rentals such as Airbnb and Vrbo in addition to hotels and motels. Collected funds may be used as one of the sources to retire a bond program or generate revenue for infrastructure improvements.

Greenway Right-of-Way or Easement Dedication

Mandatory right-of-way or easement dedication for greenway development outside of the roadway system may be a consideration for city planning efforts, particularly as new developments are planned along proposed greenways. Off-road greenway routes are critical to the development of a

comprehensive greenway system where dedications can typically assist in making the development process easier. Implementation of this program necessitates adoption by the local government of a Comprehensive Greenway (Bicycle/Pedestrian) Plan to insure fair and transparent administration.

ALTERNATIVE SOURCES

Partnerships

Many communities benefit from Non-Profit volunteer organizations who utilize the park system. These include athletic associations, community garden groups, civic clubs, and “friends of parks” associations. These groups have a history of raising money to assist in financing capital improvement projects and maintenance in parks. Non-profit organizations bring stakeholders into park functions for political support and advocacy, generation of development funds which are tax-deductible, and administration of program opportunities. Cities should build on the tradition of shared funding for capital projects and outline the process to identify and support improvements needed for individual parks. To encourage this level of collaboration these organizations may participate in selection of capital projects for funding consideration in park development. If the project is approved and the group raises the necessary funds to construct the project the local government is compelled to move forward.

“Buy-A-Foot” Programs

“Buy-a-Foot” programs have been successful in raising funds and awareness for trail and greenway projects. Under local initiatives, corporate entities and citizens are encouraged to purchase one linear foot of the greenway by donating the cost of construction. An excellent example of a successful endeavor is the High Point (North Carolina) Greenway “Buy-a-Foot” campaign, in which linear greenway “feet” were sold at a cost of \$25 per foot. Those who donated were given a greenway T-shirt and a certificate. This project provided an estimated \$5,000 in funds.

Fundraising

Local fundraising is a mechanism that has worked effectively in communities across the country.

Although a strong local effort is needed, this mechanism typically generates a vast amount of support and publicity. Local businesses, corporate donors, organizations, and private individuals can pledge funding over a specific period of time. In most communities, a standing Parks and Recreation Advisory Board plays an active role in fundraising for their department. Members typically provide guidance, expertise, advocacy, political support, fundraising efforts, and represent public constituents. One of the primary responsibilities of a board is to assist in the development, acquisition, prioritization, and management of department resources. Board members may be more proactive by initiating a variety of fundraising tasks, such as collaborating with “Friends of Parks” groups to send direct mail letters, promoting sponsorship of programs and naming rights, seeking in-kind donations, hosting special events (e.g., golf tournaments, fundraiser dinners, events to honor volunteers, silent auctions, and themed socials), and soliciting charitable donations of money and lands.

Naming Rights

Naming rights became prominent in the 1990s, when larger sports venues and cultural spaces were named after a company or individual. Many examples of successful ventures are known today, including Dick’s Sporting Goods Park in Denver (home of the Colorado Rapids soccer team), the American Airlines Arena in Miami (home of the Miami Heat NBA team), and the multi-purpose American Airlines Center in Dallas. Public naming rights have been growing due to tighter agency budgets and larger public facilities. One attraction to naming rights for public venues is the opportunity of varied tiers of naming rights that can be allowed. In a large sports complex, for example, agencies can solicit naming rights for the entire facility for a prescribed amount of money or tailor it towards naming a locker room within the facility for a lesser fee. Agencies are creative in selling not only spaces but also placing products within the department to generate new revenues. In 2002, Los Angeles city lifeguards sported Izod swimsuits as the “official swimwear of the Los Angeles City Beach Lifeguards,” and the Skokie (Illinois) Park District collected \$150,000 annually from Pepsi for being the “exclusive soft drink provider.”

Exclusive Beverage Rights

Many communities leverage the right to be the sole beverage supplier to a city or to the parks and recreation department by soliciting annual payments for soft drink suppliers. These sole supplier agreements typically cover a five-year period to allow the supplier to make a good return on their investment. Some of these agreements also include advertising rights, including supplying scoreboards for recreation fields and facilities.

Concessions

Concessions are leased operations which are revenue-generating businesses located on park lands. These types of businesses include gift shops, convenience goods, services, and recreational equipment. Concessions can become a lucrative enhancement to expanding park opportunities in addition to becoming popular attractions. Bicycling, kayak, and ski rentals have become commonplace and can enhance the visitor experience by offering services such as food or beverages. Concessions can aide security, generate economic vitality and strengthen the community’s relationship by hiring local residents. Generally, concessions must have a guaranteed level of foot traffic and be physically maintained to public standards.

FEDERAL AND STATE GRANT PROGRAMS

Great Outdoors Colorado (GOCO)

GOCO is funded through proceeds from the Colorado Lottery created by voters in 1992. A wide range of grants are available for many types of projects and participants are encouraged to be creative to expand recreational opportunities to Colorado residents. These funds preserve and enhance Colorado parks, trails, wildlife, rivers and open spaces guided by a strategic plan with three stated goals:

- PROTECT more urban and rural land for people and wildlife, notably once-in-a-lifetime, large-scale projects.
- CONNECT people to the outdoors by increasing bike and pedestrian access in communities across Colorado and filling gaps in important trail systems.
- INSPIRE more kids and their families to

explore and take care of our great outdoors by addressing the growing disconnect between youth and nature.

Local Park and Outdoor Recreation (LPOR) Grant.

This program funds up to \$350,000 per project with a 25% match and is available to cities, counties, recreation districts, school districts and established non-profit organizations. Eligible projects include land acquisition, new park development, enhancement of existing park facilities and educational facilities.

Habitat Restoration Grant

This is a GOCO program which funds improvements and restoration of rivers, streams, wetlands, and environmental habitats. This program is complimented by funding of field labor utilizing the Youth Conservation Corps (YCC).

Youth Corps Grant

This program employs members of the Youth Conservation Corps Association to build trails, eradicate invasive species in addition to erosion control and restoration on lands devastated by forest fires.

Land Conservation

GOCO also funds a variety of grant programs targeted for the conservation of land and expansion of land for public use.

- Conservation Easement Transaction Costs: This grant funds costs of donated land through conservation easements.
- Conservation Excellence Grant: Program designated to fund pilot projects and research to identify issues regarding conservation and best practices to serve affected communities.
- Special Opportunity Open Space Grant: Provides up to one million in grant funds for preservation of extraordinary or unique properties and projects
- Open Space Grants: Funds to preserve open space through acquisition or conservation easements.

COLORADO PARKS AND WILDLIFE DEPARTMENT

Colorado the Beautiful Grant:

This program funds projects through large trail construction grants and regional trail planning grants. It provides individual communities the opportunity to identify goals, establish objectives, and recreational development criteria. These grants are independent of the motorized and non-motorized Colorado Parks and Wildlife grants that are issued each fall. The program is a partnership between CPW and Great Outdoors Colorado (GOCO) funded through lottery profits. This program was initiated with the goal that all residents of Colorado will be located within 10 minutes of a park, trail, or active public open space. In 2013 the town of Frisco was recognized with a Starburst Community Award for excellence in utilization of CO Lottery Funds for trail system expansion. In 2016 Frisco was awarded a \$50,000 grant to prepare a Trails Master Plan to guide expansion of the current trail system. The Town of Frisco has received several grants including a \$200,000 grant award for construction of mountain bike trails which consisted of jumps, bridges, signage, and parking facilities which became the central recreational element in the town's Adventure Park. The 2020 Colorado the Beautiful Grants were just announced and Frisco received a grant for the Frisco Nordic Center to construct 15.5 miles of trail construction and improvements which includes 8 miles of tract for snowshoes and fat bikes, 3.75 miles of Nordic trails and an additional 3.75 miles for physical improvements to existing trails.

Website: <https://cpw.state.co.us/aboutus/Pages/TrailsGrants-CtB.aspx>

Recreational Trails Grant Program

The Colorado State Recreational Trails Grant Program funds projects for large recreational trail grants, small recreational trail grants, trail planning, and trail support grants. This program is a partnership among several State and Federal agencies. There are three primary programs:

Website: <https://cpw.state.co.us/aboutus/Pages/TrailsGrants.aspx>

Trail Construction Grant: maximum \$250,000

New trail or trailhead construction including the installation of new facilities where none currently exist.

Trail Maintenance Grant: maximum \$250,000

The Maintenance program is oriented toward upgrades to existing trail facilities including re-routing existing trails. This includes improvements to existing trails experiencing damage or visitor safety concerns or significant improvements to trailhead facilities and may include multiple sites within a single project.

Planning and/or Support Grant: maximum \$45,000.

This program has two categories: Planning for new trail projects and expanding support systems for existing trail facilities. Master Plans for proposed trails are key in successful implementation of new trail segments to insure connectivity and easy access by residents. Master Plans typically include inventory of trail assets, proposed trail location and alignment, design, and engineering to establish feasibility of trail construction and realistic cost estimates needed for implementation. Existing trail systems depend on support and policing from volunteer organizations. This effort may focus on establishment and expansion of volunteer membership in addition to education and training of both volunteers and trail users.

United States Department of the Interior – Land Water Conservation Fund (LWCF)

LWCF is a federal program for trail construction, maintenance, and land acquisition. The program supports the protection of public lands and waters to preserve ecosystems, secure public access, improve recreational opportunities and benefits for local communities. The program has a minimum grant fund of \$100,000 with a \$750,000 maximum and requires 100% matching funds.

Website: <https://www.doi.gov/lwcf/>

TRANSPORTATION MULTI-MODAL GRANTS

Federally funded Multi-Modal grants fund a wide variety of transportation related community projects through the State of Colorado. This

program is the largest source of funding for trails and related facilities. Multi-modal projects must relate to surface transportation and compete among numerous projects. Greenways and other recreational trails are eligible for funding provided the project has a transportation element. There are three main categories that fund greenways, recreational trails and pedestrian and bicycle facilities and improvements. The Colorado Department of Transportation (CDOT) is the agency responsible for administration of these programs: Transportation Alternative Program (TAP), Multi-Modal Options Fund (MMOF) and Safe Routes to School (SRTS).

Transportation Alternative Programs (TAP)

These grants include the design and construction of pedestrian and bicycle facilities, environmental mitigation of transportation activities, scenic corridors, and the preservation of historic transportation facilities. These funds are distributed on an annual basis.

The Multi-Modal Options Fund (MMOF)

This fund was created during the 2018 Colorado legislative session (see SB2018-001). MMOF funds may be used for an array of capital, construction, operations and planning projects, including but not limited to bicycle, pedestrian, ride sharing, or transit projects. MMOF may also be used in conjunction with TAP funds for capital projects that fall into eligible categories in both programs, primarily pedestrian and bike projects. MMOF funds are split between statewide and local investments. The MMOF Local Fund is distributed by formula among Colorado's 15 Transportation Planning Regions (TPRs), who prioritize and select projects within their regions.

Website: <https://www.codot.gov/programs/planning/grants/grants>

Safe Routes to School (SRTS)

The Safe Routes to School (SRTS) program funds walking and bicycle facilities that connect residents to schools. The goal of the program is to enable and encourage children to walk and bike to school safely, make walking and biking a safer and more appealing transportation choice, facilitate the

planning and development of projects and activities that will improve safety, and to reduce traffic, fuel consumption, and air pollution in the vicinity of elementary and middle schools. Applications received from a project sponsor may include multiple elements, such as sidewalks, bike lanes and speed humps. CDOT provides Safe Routes to School funds for both infrastructure and non-infrastructure projects.

Website: <https://www.codot.gov/programs/bikeped/safe-routes>

OTHER FUNDING OPPORTUNITIES

Community Development Block Grants

Although this program is known to fund housing, public facilities, economic development and community projects, recreation could be a minor component of the project. For example, a Mini-Park could be constructed on land purchased through the housing project that services primarily low-to moderate-income individuals. The program is administered through the Colorado Department of Local Affairs.

Website: <https://cdola.colorado.gov/community-development-block-grant-cdbg>

Environmental Protection Agency (EPA), Environmental Education (EE) Grants

This program is sponsored by the EPA's Environmental Education Division (EED). It supports environmental education projects that enhance the public's awareness, knowledge, and skills to help people make informed decisions that affect environmental quality. The EPA awards grants each year based on funding appropriated by Congress. EPA typically issues grant notices nationwide, one in each of ten regions and funds three to four grants in each region for a total of 30-35 grants nationwide.

Website: <https://www.epa.gov/education/environmental-education-ee-grants>

Meet Me at the Park

Through Meet Me at the Park, NRPA in collaboration with The Walt Disney Company understand the need to improve access to outdoor play. Thanks to a grant from Disney, NRPA is excited to continue the

Meet Me at the Park program and provide additional communities with increased access to inclusive play spaces in local parks for children and families.

Website: <https://www.nrpa.org/our-work/partnerships/initiatives/meet-me-at-the-park/>

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Architecture Program/Floor Plans

These tables and layouts present the full programs and enlarged floor plans for each proposed building within the Vision Plan.

NEW ADMINISTRATIVE / LODGE FACILITY				
ROOM NAME	ROOM NUMBER	APPROX. SF	FUNCTION	APPROX. OCCUPANCY
COMMON ROOM	100	3143 SF	SPACE FOR TRAINING EQUIPMENT AND / OR SEATING AREAS FOR PARK GUESTS; RENTABLE INCOME SPACE	210
TICKET SALES INFORMATION	101	513 SF	STAFF USE FOR SALES; EQUIPMENT DISTRIBUTION POINT; GENERAL FACILITY MONITORING	6
CLASSROOM	102	444 SF	SPACE FOR TRAINING EQUIPMENT AND / OR SEATING AREAS FOR PARK GUESTS; RENTABLE INCOME SPACE	30
CLASSROOM	103	455 SF	SPACE FOR TRAINING EQUIPMENT AND / OR SEATING AREAS FOR PARK GUESTS; RENTABLE INCOME SPACE	31
CIRCULATION	104	1329 SF	CIRCULATION	N/A
CONCESSIONS	105	896 SF	CONCESSIONS AREA TO SELL FOOD & DRINK TO THE PUBLIC	5
PANTRY	106	140 SF	STORAGE FOR FOOD RELATED ITEMS AND EXTRA STOCK	1
MECHANICAL	107	160 SF	MECHANICAL EQUIPMENT HOUSED INSIDE THE BUILDING	1
IT	108	55 SF	ELECTRICAL PANEL BOXES; WI-FI, SERVERS, ETC.	1
TUBING STORAGE	109	1507 SF	STORAGE FOR OUTDOOR SPORTS EQUIPMENT TO BE RENTED TO THE PUBLIC	6
STAIRS	110	241 SF	CIRCULATION	N/A
ELEVATOR	111	42 SF	CIRCULATION	N/A
STORAGE	112	183 SF	STORAGE FOR MISCELLANEOUS ITEMS	1
CHASE	113	54 SF	ACCESS TO PLUMBING ELEMENTS	1
WOMENS LOCKER	114	726 SF	PUBLIC ACCESS RESTROOMS; 4 TOILETS, 4 SINKS, 2 SHOWERS +	15
CHASE	115	54 SF	ACCESS TO PLUMBING ELEMENTS	1
CHASE	116	54 SF	ACCESS TO PLUMBING ELEMENTS	1
MENS LOCKER	117	726 SF	PUBLIC ACCESS RESTROOMS; 4 TOILETS, 4 SINKS, 2 SHOWERS + LOCKERS PER GENDER FOR GUEST USE	15
CHASE	118	54 SF	ACCESS TO PLUMBING ELEMENTS	1
CLASSROOM / MULTIPURPOSE	119	1077 SF	SPACE FOR TRAINING EQUIPMENT AND / OR SEATING AREAS FOR PARK GUESTS; RENTABLE INCOME SPACE	72

FIRST FLOOR

LEGEND

- CIRCULATION
- CLASSROOM
- COMMUNITY/ RENTAL
- COVERED EXTERIOR
- FOOD PREP
- RESTROOMS
- SKIING
- STORAGE/ UTILITY



NEW ADMINISTRATIVE / LODGE FACILITY				
ROOM NAME	ROOM NUMBER	APPROX. SF	FUNCTION	APPROX. OCCUPANCY
CORRIDOR	200	1019 SF	CIRCULATION	N/A
MEN	201	255 SF	STAFF RESTROOMS; 2 TOILETS, 2 SINKS, 1 SHOWERS + LOCKERS PER GENDER	6
UTILITY	202	104 SF	ACCESS TO PLUMBING ELEMENTS; STORAGE FOR JANITORIAL SUPPLIES	1
WOMEN	203	252 SF	STAFF RESTROOMS; 2 TOILETS, 2 SINKS, 1 SHOWERS + LOCKERS PER GENDER	6
MECHANICAL	204	200 SF	MECHANICAL EQUIPMENT HOUSED INSIDE THE BUILDING	1
STORAGE	205	200 SF	STORAGE FOR MISCELLANEOUS ITEMS	1
STAIRS	206	241 SF	CIRCULATION	N/A
ELEVATOR	207	42 SF	CIRCULATION	N/A
STORAGE	208	514 SF	STORAGE FOR MISCELLANEOUS ITEMS	2
MEETING	209	610 SF	LARGE MEETING SPACE FOR STAFF USE	41
SMALL GROUP	210	325 SF	SMALL MEETING SPACE FOR STAFF USE	4
PHONE	211	57 SF	SMALL ROOM FOR ADDED PRIVACY IF STAFF NEED TO PARTICIPATE IN A CONFERENCE CALL, ETC.	1
PHONE	212	57 SF	SMALL ROOM FOR ADDED PRIVACY IF STAFF NEED TO PARTICIPATE IN A CONFERENCE CALL, ETC.	1
OPEN OFFICE	213	2516 SF	STAFF USE; OPEN CONCEPT WITH APPROX. 16 WORKSTATIONS PLUS A COUNTER FOR SHORT-TERM / OVERFLOW NEEDS	26
OFFICE	214	113 SF	STAFF OFFICE	2
OFFICE	215	173 SF	STAFF OFFICE	2
OFFICE	216	128 SF	STAFF OFFICE	2
OFFICE	217	109 SF	STAFF OFFICE	2
OFFICE	218	109 SF	STAFF OFFICE	2
OFFICE	219	109 SF	STAFF OFFICE	2
OFFICE	220	109 SF	STAFF OFFICE	2
ELECT.	221	130 SF	ELECTRICAL PANEL BOXES; WI-FI, SERVERS, ETC.	1
I.T.	222	103 SF	ELECTRICAL PANEL BOXES; WI-FI, SERVERS, ETC.	1
COPY/PRINT	223	227 SF	STAFF USE FOR OFFICE SUPPLY STORAGE, COPY / PRINT MACHINES, ETC.	3
BREAK ROOM	224	409 SF	EMPLOYEE KITCHEN / BREAK ROOM FOR MEALS, ETC.	5
RISER	225	56 SF	CONTROL POINT FOR SPRINKLER SYSTEM	1
TOTAL ANTICIPATED SF:		20021 SF	TOTAL ANTICIPATED BUILDING CAPACITY:	513

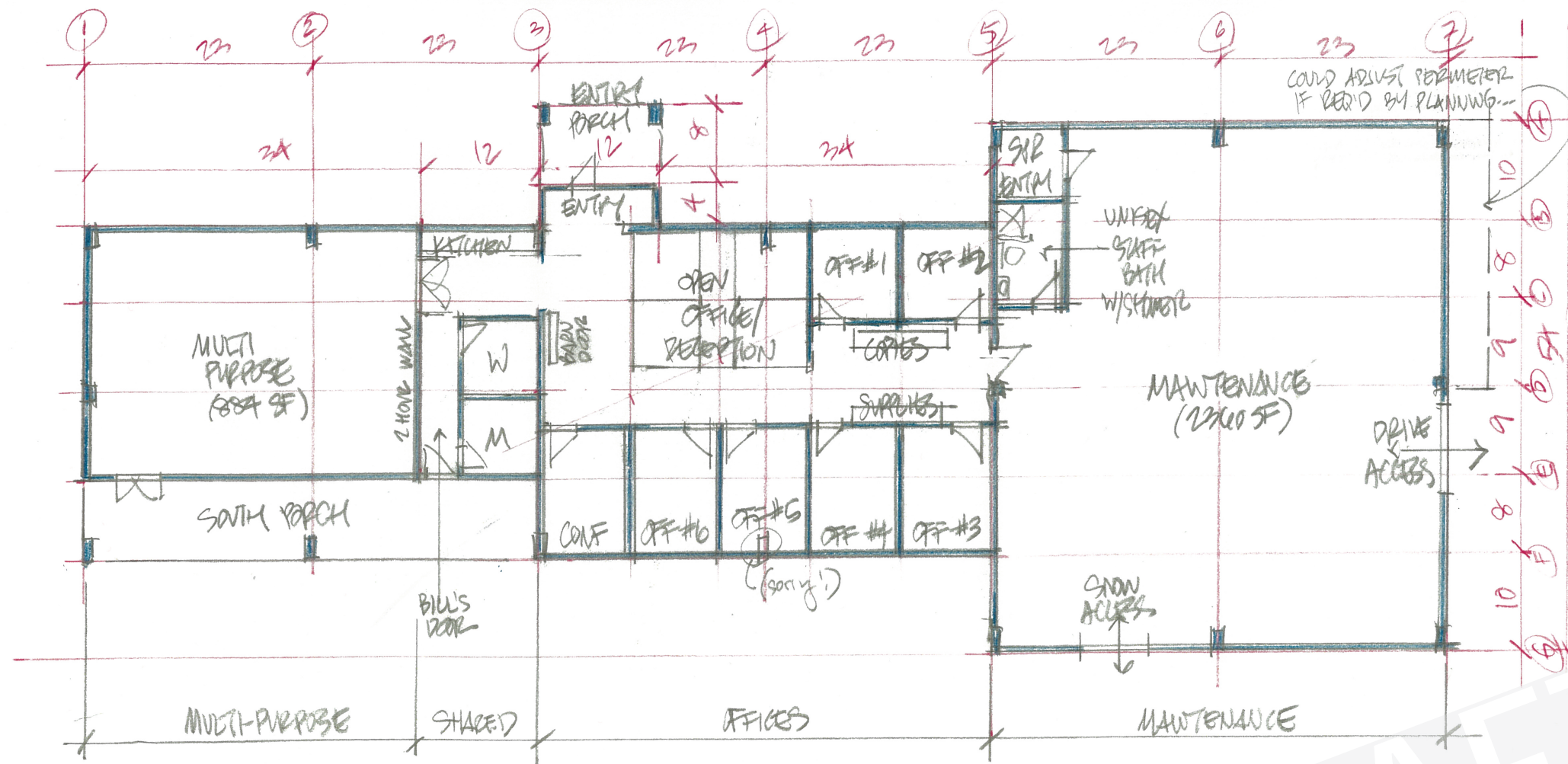
SECOND FLOOR

LEGEND

- ADMINISTRATIVE
- CIRCULATION
- RESTROOMS
- STORAGE/UTILITY



CONCEPTUAL FLOOR PLAN



CONCEPTUAL FLOOR PLAN 25 APR 2019
 PRA OFFICE, MAINT & MULTI-PURPOSE BLDGS
 FRISCO
 COLORADO
 SCALE = 1" = 10' @ 11x17
 0 10 20 30



FRISCO PENINSULA RECREATION AREA | OPERATIONS BUILDING

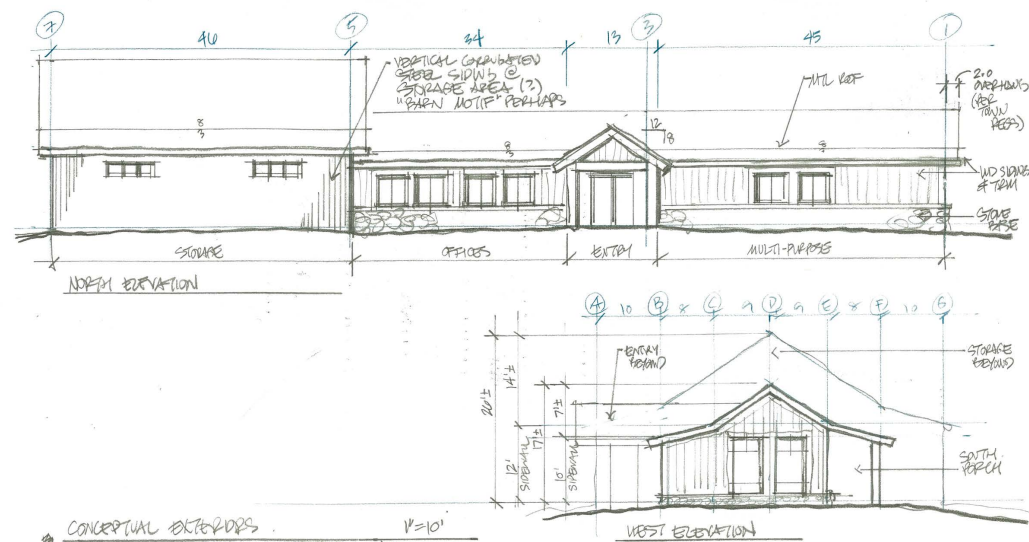
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NORTH

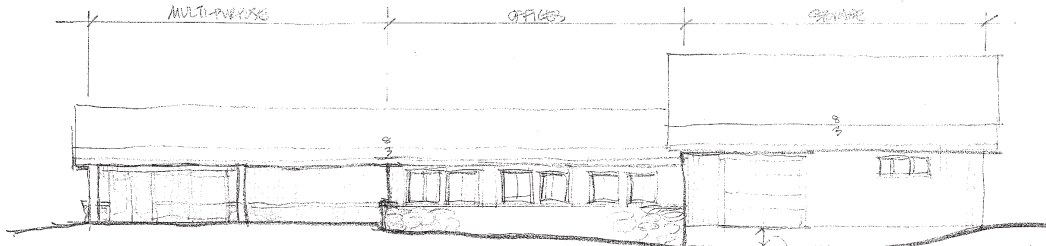


CONCEPTUAL ELEVATIONS

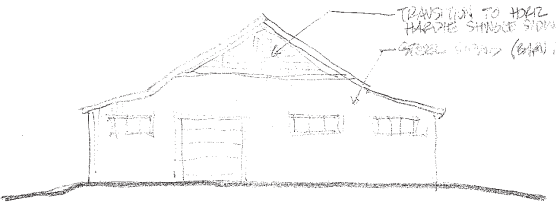


CONCEPTUAL ELEVATIONS
 PPA OFFICES, MAINT & MULTIPURPOSE BLDGS
 FRISCO
 COLORADO
 05 APR 2019

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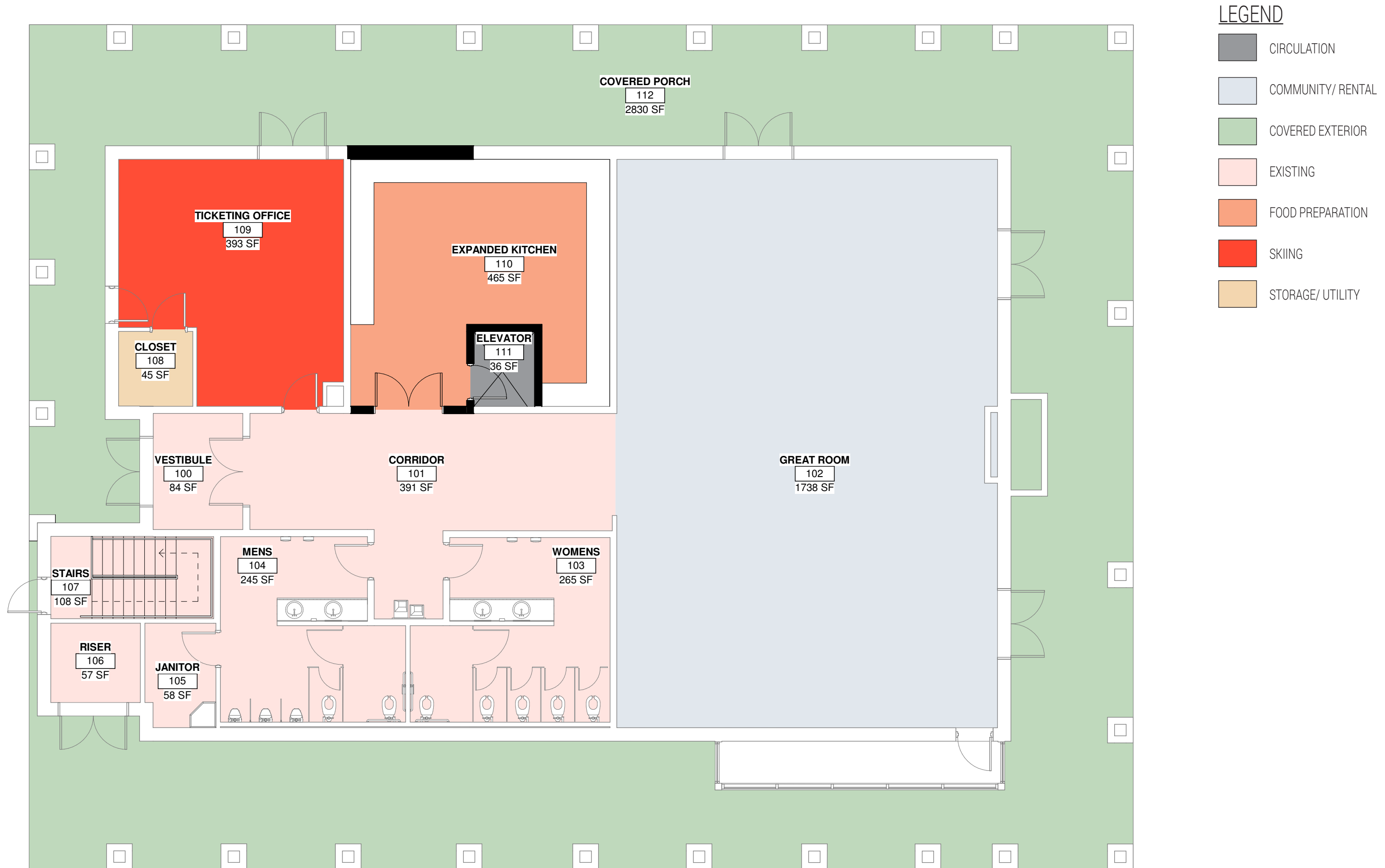
SOUTH ELEVATION



EAST ELEVATION

CONCEPTUAL ELEVATIONS, P.2
 PPA OFFICES, MAINT & MULTIPURPOSE BLDGS
 05 APR 2019

EXISTING DAY LODGE - RENTAL OPTION				
ROOM NAME	ROOM NUMBER	APPROX. SF	FUNCTION	APPROX. OCCUPANCY
VESTIBULE	100	84 SF	ENERGY EFFICIENT BUILDING ACCESS; NO CHANGES TO BE MADE	N/A
CORRIDOR	101	391 SF	EXISTING CIRCULATION; NO CHANGES TO BE MADE	N/A
GREAT ROOM	102	1738 SF	EXISTING SPACE WITH SEATING AREAS FOR PARK GUESTS; NO CHANGES TO BE MADE	116
WOMENS	103	265 SF	EXISTING PUBLIC RESTROOM FACILITIES; NO CHANGES TO BE MADE	N/A
MENS	104	245 SF	EXISTING PUBLIC RESTROOM FACILITIES; NO CHANGES TO BE MADE	N/A
JANITOR	105	58 SF	STORAGE FOR JANITORIAL SUPPLIES	1
RISER	106	57 SF	CONTROL POINT FOR SPRINKLER SYSTEM	1
STAIRS	107	108 SF	ACCESS TO BASEMENT / STORAGE AREA; NO CHANGES TO BE MADE	N/A
CLOSET	108	45 SF	EXISTING AREA TO BE REPURPOSED AS STORAGE	1
TICKETING OFFICE	109	393 SF	EXISTING AREA TO BE REPURPOSED AS TICKETING OFFICE	4
EXPANDED KITCHEN	110	465 SF	EXISTING AREA TO BE RENOVATED AND PROVIDE ADDITIONAL WORKSPACE IN KITCHEN	5
ELEVATOR	111	36 SF	NEW ELEVATOR FOR EASIER / ADA COMPLIANT BASEMENT ACCESS	N/A
BASEMENT ADMIN / STORAGE	112	3500 SF	EXISTING SPACE TO BE REPURPOSED AS STORAGE AND OVERFLOW OFFICE IF NEEDED	35
TOTAL ANTICIPATED SF:		7384 SF	TOTAL ANTICIPATED BUILDING CAPACITY:	163



NEW NORDIC TRAINING / ACTIVITY CENTER				
ROOM NAME	ROOM NUMBER	APPROX. SF	FUNCTION	APPROX. OCCUPANCY
VESTIBULE	100	91 SF	ENERGY EFFICIENT BUILDING ACCESS	N/A
CIRCULATION	101	652 SF	CIRCULATION	N/A
MULTI-PURPOSE	102	3049 SF	SPACE FOR TRAINING EQUIPMENT AND / OR SEATING AREAS FOR PARK GUESTS	204
VESTIBULE	103	75 SF	ENERGY EFFICIENT BUILDING ACCESS	N/A
ELECTRICAL / IT	104	122 SF	ELECTRICAL PANEL BOXES; WI-FI, SERVERS, ETC.	1
MECHANICAL	105	107 SF	MECHANICAL EQUIPMENT HOUSED INSIDE THE BUILDING	1
SPRINKLER / RISER	106	86 SF	CONTROL POINT FOR SPRINKLER SYSTEM	1
MENS LOCKER	107	763 SF	PUBLIC ACCESS RESTROOMS; 4 TOILETS, 4 SINKS, 2 SHOWERS + LOCKERS PER GENDER FOR GUEST USE	16
CHASE	108	65 SF	ACCESS TO PLUMBING ELEMENTS	1
CHASE	109	75 SF	ACCESS TO PLUMBING ELEMENTS	1
WOMENS LOCKER	110	764 SF	PUBLIC ACCESS RESTROOMS; 4 TOILETS, 4 SINKS, 2 SHOWERS + LOCKERS PER GENDER FOR GUEST USE	16
CHASE	111	65 SF	ACCESS TO PLUMBING ELEMENTS	1
STORAGE	112	70 SF	STORAGE FOR MISCELLANEOUS ITEMS	N/A
JANITOR / LAUNDRY	113	115 SF	STORAGE FOR JANITORIAL SUPPLIES + WASHER / DRYER	1
OFFICE / CALL CENTER	114	482 SF	STAFF USE FOR ANSWERING CALLS, OVERFLOW, ETC.	5
TICKET SALES INFORMATION	115	293 SF	STAFF USE FOR SALES; EQUIPMENT DISTRIBUTION POINT, AND GENERAL FACILITY MONITORING	3
RENTAL STORAGE	116	499 SF	STORAGE FOR SKI & OUTDOOR EQUIPMENT TO BE RENTED TO THE PUBLIC	5
WAX / REPAIRS	117	175 SF	AREA TO MAINTAIN & REPAIR RENTAL EQUIPMENT	N/A
CONCESSIONS	118	541 SF	CONCESSIONS AREA TO SELL FOOD & DRINK TO THE PUBLIC	6
PANTRY / STORAGE	119	119 SF	STORAGE FOR FOOD RELATED ITEMS AND EXTRA STOCK	1
TOTAL ANTICIPATED SF:		8,207 SF	TOTAL ANTICIPATED BUILDING CAPACITY:	263



LEGEND

- ADMINISTRATIVE
- CIRCULATION
- COMMUNITY/ RENTAL
- COVERED EXTERIOR
- FOOD PREP
- RESTROOMS
- SKIING
- STORAGE/ UTILITY

EXISTING NORDIC CENTER EXPANSION				
ROOM NAME	ROOM NUMBER	APPROX. SF	FUNCTION	APPROX. OCCUPANCY
EXISTING	101	1460 SF		98
CIRCULATION	102	112 SF	CIRCULATION	N/A
EXISTING RESTROOM	103	125 SF	EXISTING PUBLIC RESTROOM FACILITIES; NO CHANGES TO BE MADE	3
EXISTING RESTROOM	104	134 SF	EXISTING PUBLIC RESTROOM FACILITIES; NO CHANGES TO BE MADE	3
EXISTING	105	175 SF		2
NEW OFFICE	106	146 SF	STAFF USE	2
EXISTING	107	223 SF		3
CIRCULATION	108	445 SF	CIRCULATION	N/A
EXISTING	108	145 SF		2
NEW CONFERENCE	109	239 SF	MEETING AREA FOR STAFF; COULD ALSO BE RENTABLE SPACE	16
ELECTRICAL / IT	110	80 SF	ELECTRICAL PANEL BOXES; WI-FI, SERVERS, ETC.	1
MECHANICAL	111	80 SF	MECHANICAL EQUIPMENT HOUSED INSIDE THE BUILDING	1
NEW OFFICE	112	95 SF	STAFF USE	1
NEW OFFICE	113	133 SF	STAFF USE	2
NEW MULTI-PURPOSE	114	423 SF	SPACE FOR TRAINING EQUIPMENT AND / OR SEATING AREAS FOR PARK GUESTS	29
NEW CONCESSIONS	115	614 SF	CONCESSIONS AREA TO SELL FOOD & DRINK TO THE PUBLIC	7
NEW PANTRY / STORAGE	116	121 SF	STORAGE FOR FOOD RELATED ITEMS AND EXTRA STOCK	1
NEW GREAT ROOM	117	2920 SF	SPACE FOR TRAINING EQUIPMENT AND / OR SEATING AREAS FOR PARK GUESTS	195
NEW VESTIBULE	118	102 SF	ENERGY EFFICIENT BUILDING ACCESS	N/A
CHASE	119	75 SF	ACCESS TO PLUMBING ELEMENTS	1
MENS LOCKER	120	764 SF	PUBLIC ACCESS RESTROOMS; 4 TOILETS, 4 SINKS, 2 SHOWERS + LOCKERS PER GENDER FOR GUEST USE	16
CHASE	121	65 SF	ACCESS TO PLUMBING ELEMENTS	1
CHASE	122	75 SF	ACCESS TO PLUMBING ELEMENTS	1
WOMENS LOCKER	123	764 SF	PUBLIC ACCESS RESTROOMS; 4 TOILETS, 4 SINKS, 2 SHOWERS + LOCKERS PER GENDER FOR GUEST USE	16
CHASE	124	65 SF	ACCESS TO PLUMBING ELEMENTS	1
TICKET SALES INFORMATION	125	831 SF	STAFF USE FOR SALES; EQUIPMENT DISTRIBUTION POINT, STORAGE FOR SKI & OUTDOOR EQUIPMENT TO BE RENTED TO THE PUBLIC; AND GENERAL FACILITY MONITORING	9
WAX / REPAIR / STORAGE	126	93 SF	AREA TO MAINTAIN & REPAIR RENTAL EQUIPMENT	1
WAX / REPAIR / STORAGE	127	93 SF	AREA TO MAINTAIN & REPAIR RENTAL EQUIPMENT	1
WAX / REPAIR / STORAGE	128	93 SF	AREA TO MAINTAIN & REPAIR RENTAL EQUIPMENT	1
RISER	129	55 SF	CONTROL POINT FOR SPRINKLER SYSTEM	1
TOTAL ANTICIPATED SF:		10,744 SF	TOTAL ANTICIPATED BUILDING CAPACITY:	415

LEGEND

- ADMINISTRATIVE
- CIRCULATION
- COMMUNITY / RENTAL
- CONFERENCE / MEETING
- COVERED EXTERIOR
- EXISTING
- FOOD PREP
- RESTROOMS
- SKIING
- STORAGE/UTILITY



(WEDDING) RECEPTION HALL				
ROOM NAME	ROOM NUMBER	APPROX. SF	FUNCTION	APPROX. OCCUPANCY
VESTIBULE	100	125 SF	ENTRY AREA FOR GUESTS TO ARRIVE, RECEIVE A PROGRAM, SIGN THE GUEST BOOK, WAIT TO BE SEATED, ETC.	N/A
MULTI-PURPOSE EVENT CENTER	101	2743 SF	LARGE ROOM TO HOLD WEDDING CEREMONIES AND / OR RECEPTIONS, AS WELL AS OTHER LARGE FUNCTIONS (BUSINESS CONFERENCES, FAMILY REUNIONS, ETC.); LARGE ENOUGH TO ACCOMMODATE SEATED DINNER GUESTS, DANCE FLOOR, FOOD SERVICE; CAN ALSO DOUBLE AS INDOOR CEREMONY SPACE	183
VESTIBULE	102	253 SF	ENTRY AREA FOR GUESTS TO ARRIVE, RECEIVE A PROGRAM, SIGN THE GUEST BOOK, WAIT TO BE SEATED, ETC.	N/A
PORCH	103	962 SF	OUTDOOR CONTROLLED ENVIRONMENT WITH LIMITED ACCESS FOR WEDDING CEREMONIES & PRIVATE FUNCTIONS	65
PORCH	104	818 SF		55
PORCH	105	676 SF		46
CORRIDOR	106	371 SF	CIRCULATION	N/A
UTILITY	107	147 SF	ACCESS TO PLUMBING ELEMENTS; STORAGE FOR JANITORIAL SUPPLIES	1
MEN	108	265 SF	"PUBLIC" / GUEST ACCESS RESTROOMS; 4 FIXTURES + 2 SINKS PER GENDER FOR GUEST USE	6
WOMEN	109	266 SF	PUBLIC / GUEST ACCESS RESTROOMS; 4 FIXTURES + 2 SINKS PER GENDER FOR GUEST USE	6
OFFICIANT	110	101 SF	SMALL OFFICE / READY ROOM FOR OFFICIANTS	2
RESTROOM	111	61 SF	PRIVATE ACCESS RESTROOM FOR OFFICIANT USE	2
BRIDAL READY ROOM	112	547 SF	LARGE ROOM FOR BRIDAL PARTY MEMBERS TO DRESS & GET READY PRIOR TO THE EVENT	6
RESTROOM	113	126 SF	PRIVATE ACCESS RESTROOM FOR BRIDAL PARTY USE	3
STORAGE	114	690 SF	STORAGE FOR: CANDLES, FLORAL STANDS, OTHER DECORATIVE ELEMENTS COMMONLY USED IN WEDDING CEREMONIES; PLUS CHAIRS, TABLES, DANCE FLOOR, DJ EQUIPMENT, ETC. WHEN NOT IN USE	3
ELECTRICAL	115	152 SF	ELECTRICAL PANEL BOXES AND ACCESS	1
SPRINKLER	116	83 SF	CONTROL POINT FOR SPRINKLER SYSTEM	1
CORRIDOR	117	431 SF	CIRCULATION	N/A
ADMIN OFFICE	118	160 SF	OFFICE FOR PARK STAFF TO MEET WITH POTENTIAL RENTERS, PLAN FUNCTIONS, ETC.	2
IT	119	168 SF	SMALL ROOM TO HAVE EQUIPMENT FOR SOUND, LIGHTING, WIFI, ETC.	1
GROOM READY ROOM	120	325 SF	LARGE ROOM FOR GROOM & GROOMSMEN TO DRESS & GET READY PRIOR TO THE EVENT	4
RESTROOM	121	60 SF	PRIVATE ACCESS RESTROOM FOR GROOM & GROOMSMEN USE	2
CATERING	122	529 SF	PREP AREA FOR FOOD SERVICES DURING RECEPTIONS & OTHER EVENTS	6
PANTRY	123	57 SF	STORAGE FOR IN-HOUSE CATERING EQUIPMENT	1
MECHANICAL PAD	124	437 SF	SECURED, FENCED AREA FOR MECHANICAL EQUIPMENT HOUSED OUTSIDE THE BUILDING	N/A
TOTAL ANTICIPATED SF:		10,553 SF	TOTAL ANTICIPATED BUILDING CAPACITY:	396

LEGEND

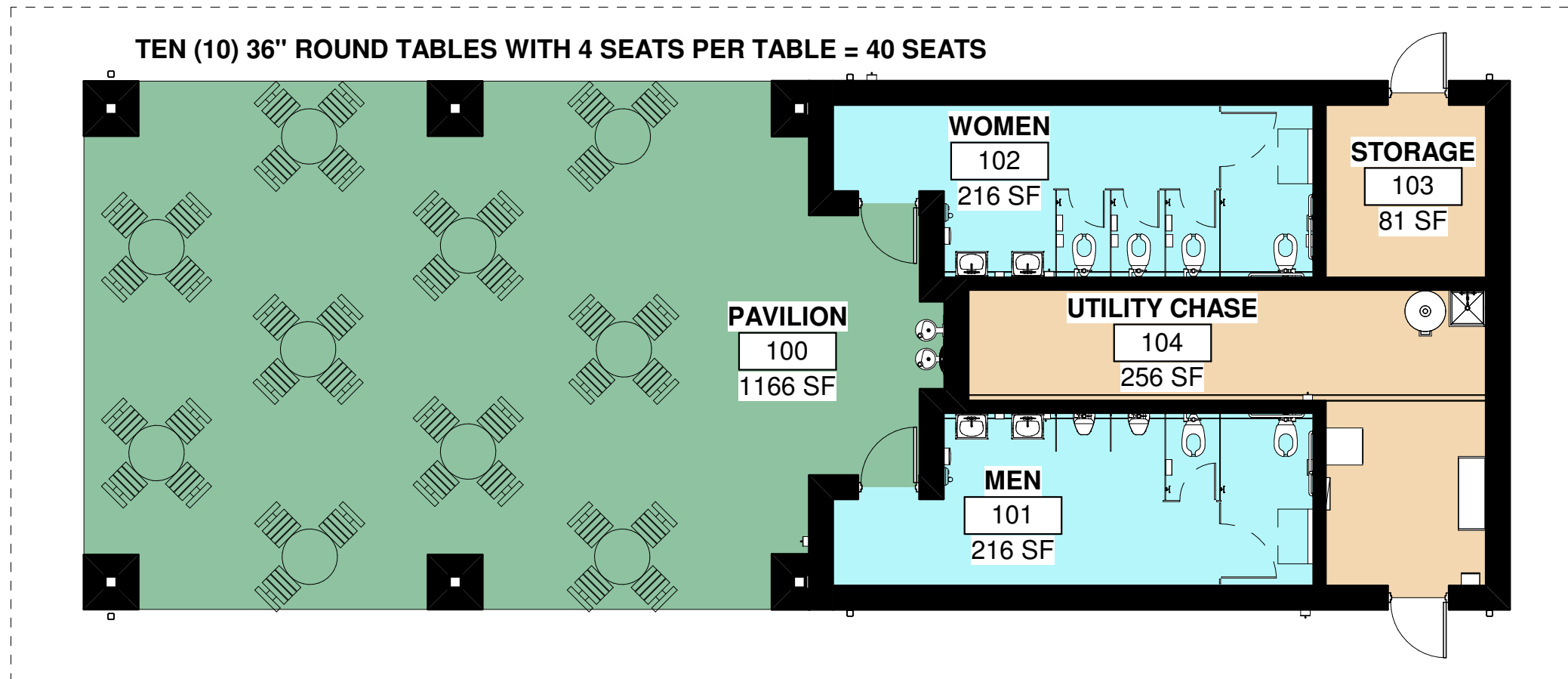
- ADMINISTRATIVE
- BRIDE
- CIRCULATION
- COMMUNITY/ RENTAL
- COVERED EXTERIOR
- FOOD PREP
- GROOM
- OFFICIANT
- RESTROOMS
- STORAGE/ UTILITY



RESTROOM PAVILION				
ROOM NAME	ROOM NUMBER	APPROX. SF	FUNCTION	APPROX. OCCUPANCY
PAVILION	100	1187 SF	SEATING AREAS FOR PARK GUESTS; RENTABLE INCOME SPACE	80
MEN	101	216 SF	PUBLIC ACCESS RESTROOMS; 4 TOILETS + 2 SINKS PER GENDER FOR GUEST USE	5
WOMEN	102	216 SF	PUBLIC ACCESS RESTROOMS; 4 TOILETS + 2 SINKS PER GENDER FOR GUEST USE	5
STORAGE	103	81 SF	ACCESS TO PLUMBING ELEMENTS; STORAGE FOR JANITORIAL SUPPLIES	1
UTILITY CHASE	104	256 SF	STORAGE FOR MISCELLANEOUS ITEMS	1
TOTAL ANTICIPATED SF:		1,956 SF	TOTAL ANTICIPATED BUILDING CAPACITY:	92

LEGEND

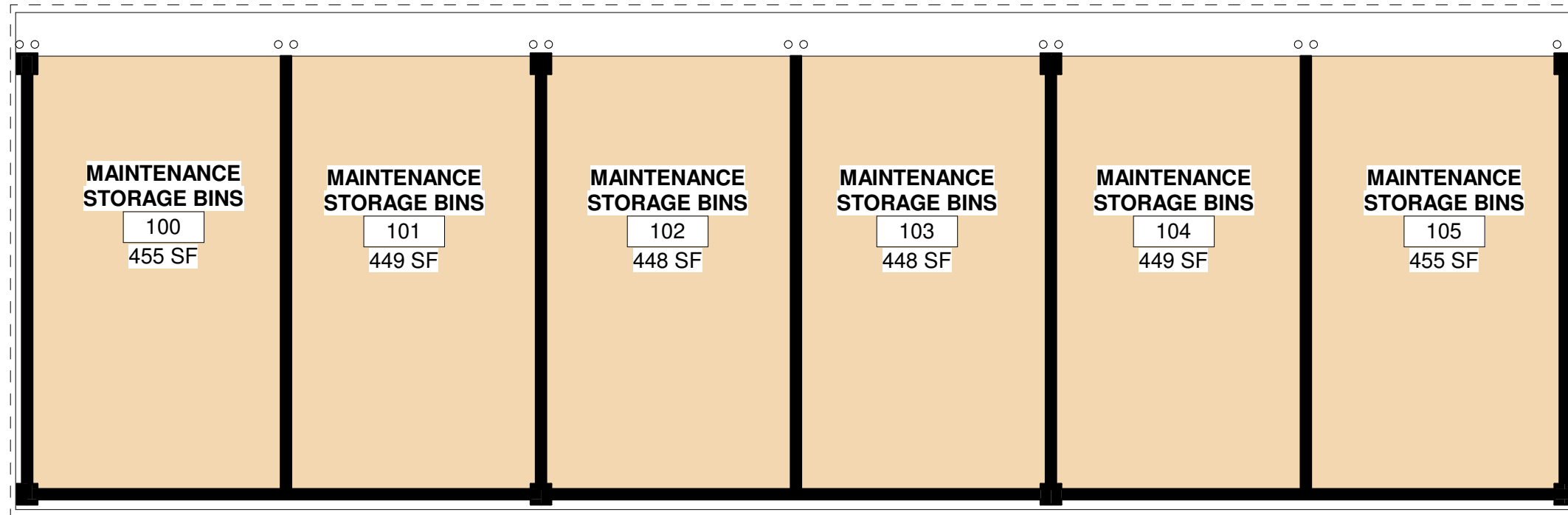
- COVERED EXTERIOR
- RESTROOMS
- STORAGE/UTILITY



MAINTENANCE SHED				
ROOM NAME	ROOM NUMBER	APPROX. SF	FUNCTION	APPROX. OCCUPANCY
MAINTENANCE STORAGE BINS	100	455 SF	OPEN-AIR OUTDOOR STORAGE BINS FOR MAINTENANCE CREW TO STORE NECESSARY, DAY-TO-DAY MATERIALS ON SITE FOR USE IN GROOMING THE PARK (SAND, GRAVEL, SALT, MULCH, ETC.)	2
MAINTENANCE STORAGE BINS	101	449 SF		2
MAINTENANCE STORAGE BINS	102	448 SF		2
MAINTENANCE STORAGE BINS	103	448 SF		2
MAINTENANCE STORAGE BINS	104	449 SF		2
MAINTENANCE STORAGE BINS	105	455 SF		2
TOTAL ANTICIPATED SF:		2,703 SF	TOTAL ANTICIPATED BUILDING CAPACITY:	12

LEGEND

 STORAGE/UTILITY



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Previous Reports

This section provides additional information for the five previous reports highlighted in Section 2.

2019 - Frisco Community Plan (Town of Frisco)

The Frisco Community Plan is an overarching policy document for the Town, articulating the shared vision and values of the community and identifying strategic actions necessary for implementation. Its intent is to provide direction for the Town as it grows and evolves. Reflecting the community's values, desires, and ideas as well as the Town's future aspirations, the Community Plan is comprehensive in scope. Topics addressed in the report include future growth and development, community character, transportation, housing, parks and recreation, resource protection, and infrastructure, among others.

While this report is not directly related to the PRA, it does provide insight on Frisco and the context in which the park operates and exists.

Of particular interest is a narrative contained within the report that seeks to define "Small Mountain Town" character. Having seen this phrase in other reports and mentioned throughout the course of interviews, we have quoted its notes here.



OUR VISION
A close-knit, welcoming community that cherishes our history, environment, healthy lifestyle, and unique sense of place.

WHAT IS "SMALL MOUNTAIN TOWN" CHARACTER?

Defined as 'A distinctive trait, quality, or attribute', the interpretation of the term in the context of community planning is often misunderstood. A sociologist might describe character in terms of social criteria such as a specific population living in a specific area, with shared institutions, values, and social interaction. The emphasis is on people and their relationships. From a planning perspective, the focus is on the natural, visual, and cultural characteristics, such as the natural environment, sensory (visual) experience, and cultural expressions such as historical structures

So, when we hear that Frisco has an amazing 'small mountain-town' character what does that mean?

It is a combination of characteristics or distinguishing physical and social elements that define a place, including:

- *Natural surroundings (forests, mountains, rivers, lakes, etc.)*
- *Built characteristics (style, scale, and arrangement of streets and buildings)*
- *Economic characteristics (the kinds of work people do)*
- *Socio-cultural characteristics (politics, community traditions, recreational pursuits)*

Through surveys and interviews, community members identified several characteristics that fall into the categories above - friendly small-town atmosphere (social), scenic beauty (natural surroundings), the people, the lake, the historic street design and layout, access to recreation and trails, ski industry (economic).

There were also so-called 'unrecognized characteristics' that were identified as values but not necessarily as defining characteristics - walkability, size, growth rate, location, land use, neighborhood design, street and infrastructure, housing types and prices, employment composition, landscaping.

2007 - Recreation on the Frisco PRA, Land Use Plan (Town of Frisco)

While much of the content of the 2007 Frisco PRA is outdated (i.e., summary of existing opportunities offered at the PRA), it does provide valuable insight into its historic vision and mission statements. It also highlights community input regarding desired improvements. Particularly interesting is comparison of this information to more recent vision and mission statements, recreation amenities that have since been installed, and the continued desire for other features.

According to the report, the long-term vision for the PRA is to enhance it as Frisco's diverse recreational "Mecca" for the community and its visitors, and includes the following goals:

- Maintain and enhance the existing winter and summer recreational amenities, to surpass expectations and provide exceptional quality recreational experiences.
- Promote recreational events that contribute to and further promote the town's tourism economy and highlight the diverse recreational offerings at the PRA.
- Implement new diverse recreational amenities and uses that complement existing uses, to further enhance the PRA's quality recreational offerings.
- Improve the health of the PRA's flora and fauna to ensure a sustainable environment in which recreational amenities, scenic vistas, and existing wildlife habitats are enhanced.



"The Frisco Peninsula Recreation Area is the community's primary venue for winter and summer recreational amenities that embraces the mountain lifestyle."

- Noted PRA Mission Statement within document



HIGHLIGHTED PLANNING OPPORTUNITIES

- Natural Play Pavilion*
- Summer Tubing*
- Skatepark Rebuild*
- Community Sport Court*
- Disc Golf*
- Nordic Center Enhancement*
- Early Season Nordic Training / Event Venue*
- Learn to Ski Program Enhancement*
- Community Field House*

(for more detail about each opportunity, please refer to the original report)

2016 - Frisco PRA Potential Planning Elements Evaluation (SE Group)

Prepared by SE Group, this report presents an initial investigation into opportunities at the PRA. It summarizes a series of conversations intended to define the PRA's character / nature and help the Town Council in portraying the site's future.

The report documents specific design elements to consider for incorporation and highlights key direction provided by the Town Council when conducting the study. This direction included:

- The PRA and Marina define Frisco as a unique mountain town.
- Activities and features in the PRA should maintain character with the mountain environment.
- Future plans for the PRA should avoid the evolution into a commercial character "fun park."
- The Town is committed to primarily providing amenities for local community members but recognizes the opportunities presented by the tremendous levels of visitors Summit County receives.
- Ideally, facilities would be a blend of revenue and non-revenue to produce an aggregate break-even for the area as a whole.
- Council prefers to save for new amenities, or fund them internally, as opposed to borrowing or bonding funds. This element represents prudent fiscal management, but may limit the opportunities which can be developed.
- There is interest in diversifying the FAP so that it is not perceived as "just a tubing hill."
- The "role" of the PRA is centered upon community recreation, health and fitness.
- Projects which may enhance continuity between the PRA and the main areas of town are optimal.

2017 - Frisco PRA Design Charrette (Norris Design)

Norris Design facilitated a day-long charrette that included over 20 attendees representing a diverse set of interests. Town staff and several Town Council members also participated to ensure that operations, management, economic, and regulatory factors were understood and evaluated through the day.

The report summarizes the charrette’s morning conceptualization session and its afternoon phasing session. It also presents a summary of concluding recommendations and priority considerations. Lastly, the report offers a listing of 2016 Council discussion items pertaining to its vision for the PRA (see box to right).



RECOMMENDED NEXT STEPS

Create 2017 construction documents for implementation

2017 implementation action items for lake trail improvements, multisport court, yurt relocation, disc glove improvements, and skate park expansion

2017 design for 2018 construction building expansions

Create a 5 year phasing master plan with supportive images and cost analysis to guide planning efforts and help Council allocate funding appropriately

Commission additional planning efforts to analyze the impacts and feasibility of specific improvements such as the field house

Cultivate partnerships with the USFS and Denver Water to expand local recreation activities and improve trails

RECOMMENDED PRIORITY ITEMS

2017 – 2018

- Skate Park Expansion
- Nature Play
- Disc Golf
- Sport Court
- 2 Below Zero
- Frisco Day Lodge
- Frisco Nordic Center

2018 – 2028

- Trail Expansions
- Skating Rink
- Ice Skate Pavilion & Office Structure
- Entrance Monument
- Volleyball Courts
- Parking
- Enhanced Trailhead and Bouldering
- Open Field
- Recreation Center / Field House

2028 +

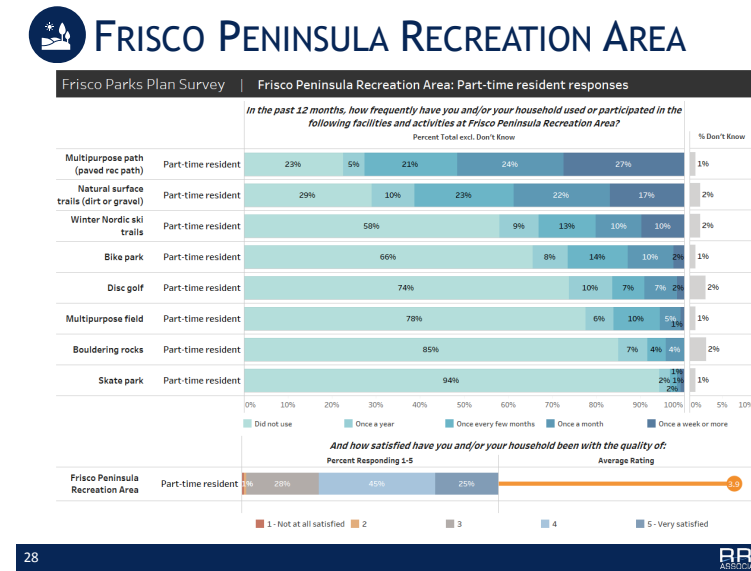
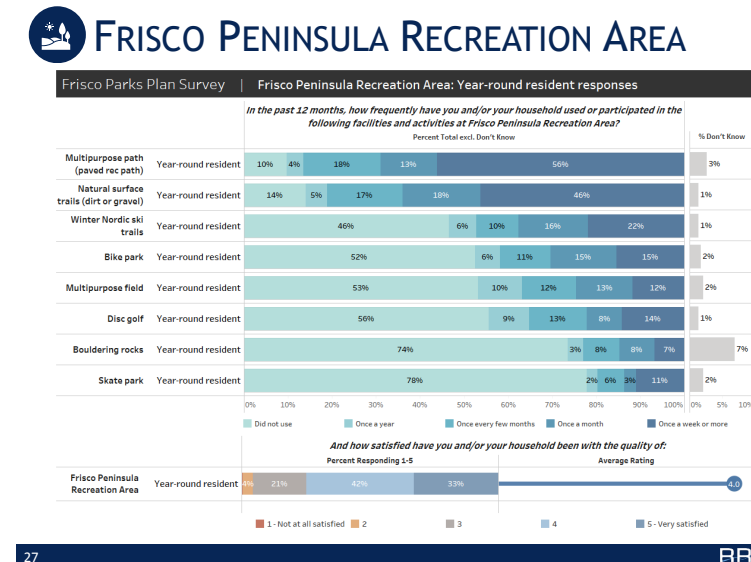
- Parking
- Pavilion
- 2 Below Zero
- USFS Peninsula Outreach

2019 - Frisco Parks Master Plan Survey (RRC Associates)

Compiled by RRC Associates, the Frisco Parks Master Plan Survey is a report that summarizes community feedback on parks in the Town of Frisco, including recreation activities and priorities, facilities, future needs, and ratings of six different parks (of which the Peninsula Recreation Areas was included). The survey’s research efforts were meant to assist the Town of Frisco in assessing parks needs based on feedback from residents and second homeowners.

Key findings included:

- Town of Frisco parks facilities are well aligned with the needs of its residents.
- Frisco Residents place a high value on facilities that provide a natural outdoor experience, but many residents want indoor athletic facilities as well.
- Familiarity with Frisco parks is high among year-round, part-time, and other respondents to the survey, but resident usage is low for many specific park offerings.
- When asked to rank the most important parks and recreation needs for Frisco to address over the next 5 to 10 years, year-round and part-time residents provided similar ratings (indoor athletic facility, dog park, and additional public spaces or plazas)
- A community dog park is desired by many segments of the community, including 26% of non-dog owners.

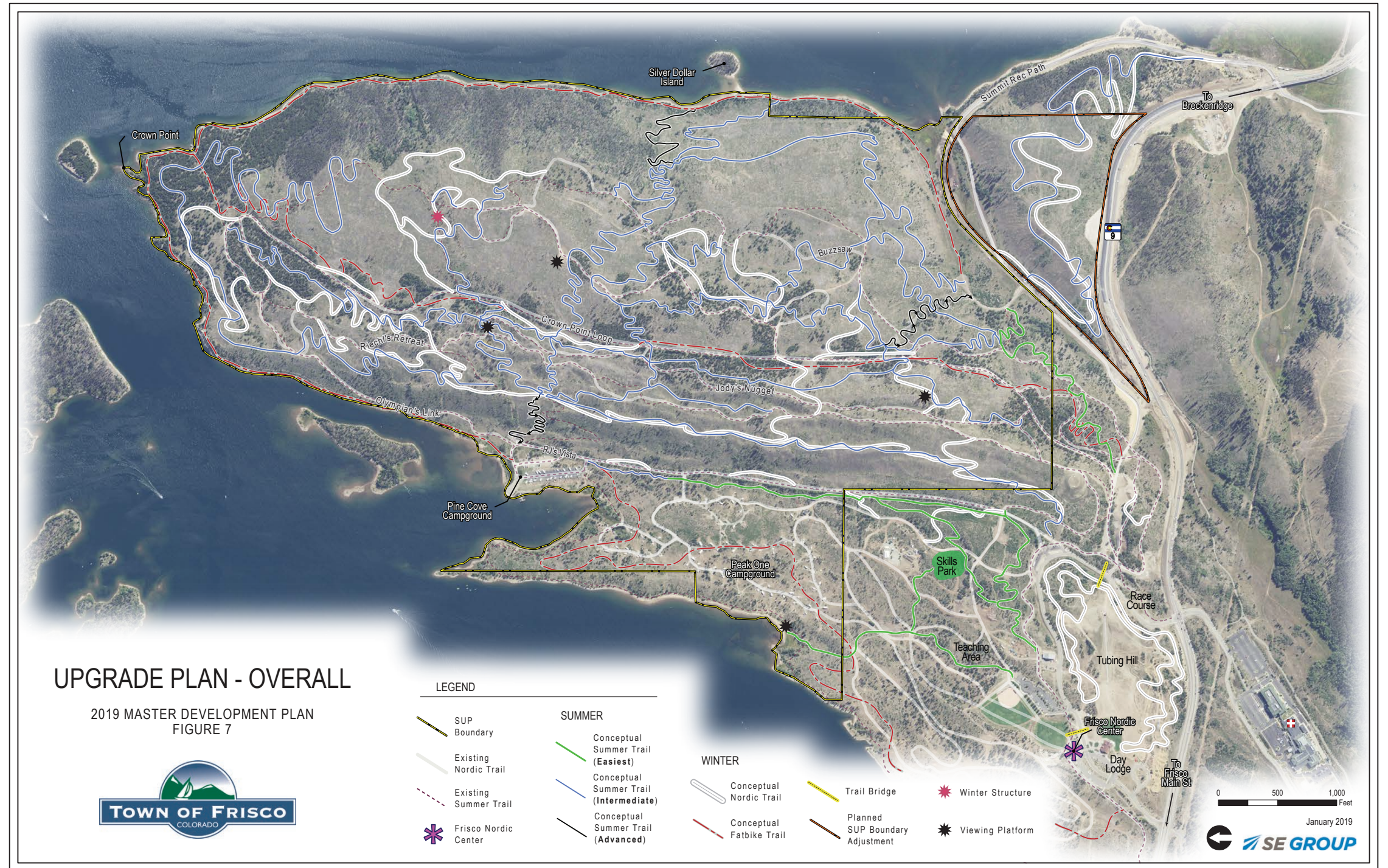


2019 - Frisco Nordic Center Master Development Plan (SE Group)

This 2019 Frisco Nordic Center Master Development Plan (MDP) provides a detailed assessment of existing facilities and operations at the Frisco Nordic Center as well as a comprehensive overview of planned elements within the Nordic Center's Special Use Permit area. As the Nordic Center is operated under a 40-year ski area Special Use Permit, this report is required by Forest Service permit requirements.

The MDP also discusses planned year-round activities, including both winter and summer components slated for implementation within approximately the next ten years. Forest Service acceptance of the MDP would be consistent with the permit requirements of the Nordic Center but does not constitute approval of any of projects contained within the report. Approval of the projects contained within the MDP by the Dillon Ranger District of the White River National Forest is required prior to implementation and cannot occur without detailed analysis consistent with the provisions of the National Environmental Policy Act of 1970.

As related to the Frisco Adventure Park Master Plan, the Nordic loop encircling the Tubing Hill has been designated within the MDP as contingent upon the alignment of future structures and bridges. This will be important to coordinate during future stages of design development, particularly near the Recreation Village and By-Pass Trail (see concept plans in Section 3).



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www.Lose.Design



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DON REIMER, COMMUNITY DEVELOPMENT DIRECTOR
RE: COMMUNITY DEVELOPMENT DEPARTMENT REPORT
DATE: SEPTEMBER 22, 2020

Department Updates: Summaries of recent work for the Community Development programs of Planning, Building Housing, and Environment, with the related Council *Strategic Plan Priority Goals* indicated where applicable.

Housing Programs Summary for August and September (*Thriving Economy*):

- Short Term Rentals – Currently have 535 active STR licenses.
 - On September 13, the “STR non-compliance” quarterly cycle was completed resulting in 42 new STR permits.
 - Out of this cycle, 8 properties are non-compliant. 4 of these properties are managed by various property managers who have been directly contacted to become compliant.
 - Using the data from the Real Estate Investment Fees (REIF) spreadsheet, new Frisco owners are receiving a “Welcome to Frisco” letter including detailed information regarding the Town’s STR program and guidance should they decide to short-term rent in the future. This will occur monthly as ongoing STR outreach to new property owners.
- Summit Combined Housing Authority has opened the annual monitoring period for deed-restricted property owners online beginning Sept. 1-Sept. 30.
- As of 09/11/2020, the Town of Frisco Rental Assistance Program has helped 175 clients in the amount of \$179,843. \$70,157 in funding remains available.
- On August 25, 2020, Council approved the MOU regarding the Workforce Housing Planning Agreement between CDOT and the Town of Frisco. The Housing Coordinator will be the lead staff contact for the project and is drafting a project timeline to implement the planning stages.

Environmental Programs Summary for August and September (*Sustainable Environment*):

- An Environmental Programs update was presented at the September 8, 2020 Town Council meeting. Council feedback form that meeting is being utilized to further develop proposals to enhance the Sustainable Environment Strategic Plan Goals.
- Staff is pursuing funding options for wildfire mitigation from the Summit Wildfire Council in North Tenmile Creek area for the purpose of source water protection. This area surrounds the Town water treatment plant and processes 1/3 of the Town’s water supply, and is potentially vulnerable in the event of a wildfire.

Building Division Summary for the month of July (Quality Core Services):

Continued implementation of Community Core permitting software, electronic submittals, and digital archiving of historic files. Electronic payments are now available through the permitting software.

Building staff has continued to make improvements in permit tracking and work flow to decrease permit review times with permit times down to less than three weeks for most applications, and less than one week for simple applications.

- Permits issued included:
 - Building Permits: 32
 - Plumbing & Mechanical Permits: 19
 - Electrical Permits (issued by Summit County): 6
 - Solar Permits: 1
- Valuation of permits issued: \$1,606,180
- Inspections performed: 191
- Rapid Review applications: 34
- Certificates of Completion / Certificates of Occupancy issued: 4
 - Significant projects completed include:
 - 68 School Rd, Frisco Medical Office Building Core and Shell
 - 68 School Rd, Frisco Medical Office Building - Centura Tenant Finish
 - 190 Galena St Unit 8, Estates on Galena Unit 8

Front Desk Activities (Quality Core Services):

Following reopening after COVID-19 closures, the front desk was re-located to the first floor foyer to restrict public access to the first floor only, and the public has been encouraged to call first for appointments if in-person meetings are necessary. A drop box for plans and other documents is also available for 24/7 submittals when paper documents are required. 346 phone calls and walk-in customers were served in August.

Planning Division Summary:

Potential amendments to the Unified Development Code were presented to Town Council at the September 8, 2020 meeting. These UDC amendments have been identified to incorporate environmental program goals into the Code related to transportation, solar readiness, waste diversion, water quality, and water efficiency. Staff is preparing draft code language, which will be discussed with area development professionals to gauge cost and other impacts. (*Sustainable Environment*)

Planning Commission:

- September 3, 2020. The Planning Commission did not hold a meeting.
- September 17, 2020. The Planning Commission a public hearing and approved the following application:
 - Planning File No. 149-20-MAJ: A public hearing of the Major Site Plan Application for the Frisco Bay Marina new office building, located at 277 Marina Road / Unplatted (Lease Area on Denver Municipal Water Works land; TR 5-78, Sec 35, QTR 1)

Administrative review applications approved in August 2020: 22. (Quality Core Services)

Applicant / Address	Application Type	Description
Craig Peterson 406 East Main Street	Outdoor Commercial Establishment	OCE for Diamond Dogs LLC
Crosscut Home Improvement 407 South 2 nd Avenue	Administrative Site Plan	Deck Repair
Charles Story 201A & B S 6th Avenue	Administrative Site Plan	Replace Siding
Turner Morris 1127 9000 Divide Road	Administrative Site Plan	Re-Roof
Lehr Construction 603 Little Chief Way	Administrative Site Plan	Replace Windows, Door, Garage Door, Siding
Margie Fagan 310 Emily Lane	Administrative Site Plan	Install Hot Tub and Sidewalk
Gail Culp 46 Granite Street, Unit 4	Minor Site Plan	New Studio
Paul Clukies 975 North Ten Mile Drive	Sign Permit	Sign for Carlson, Edwards, O'Connor
Gurney Sloan 607A Little Chief Way	Administrative Site Plan	Replace Windows
Barbara Young 101 East Main Street, Unit 201	Administrative Site Plan	Add Windows
Pete Campbell 88 Creekside Drive	Minor Site Plan	Relocate Hot Tub and add stairs
Paul Lewis 520 Kokopelli Court	Minor Site Plan	Single-story Addition
Augusto Torruco 108 Creekside Drive, Unit 4	Administrative Site Plan	Rebuild Existing Deck
Ryan Weber 317 Streamside Lane	Administrative Site Plan	Install Patio
North West Roofing 965 North Ten Mile Drive	Administrative Site Plan	Re-Roof
North West Roofing 975 North Ten Mile Drive	Administrative Site Plan	Re-Roof
Turner Morris 305 East Main Street	Administrative Site Plan	Re-Roof
Turner Morris 85 Galena Street	Administrative Site Plan	Re-Roof
Active Energies 490 Hammerstone Lane	Administrative Site Plan	Install Solar
Linsey Joyce 311 South 3 rd Avenue	Administrative Site Plan	Exterior Paint
Keith Bilisoly 625 Recreation Way	Administrative Site Plan	Replace Windows
Jarrett Buxkemper 124 Windflower Lane	Minor Site Plan	New Single-Family Residence



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR
RE: COMMUNICATIONS, MARKETING AND EVENTS DEPARTMENT STAFF REPORT
DATE: SEPTEMBER 22, 2020

Media Coverage:

- CBS4 in Denver did a piece, “Labor Day Weekend Travel to Colorado Mountains Could Top Pre-Pandemic Numbers” which ran online and on air during the Friday evening 6:30 pm broadcast. The broadcast reached 2,795,458 viewers.
- MSN included Frisco as one of the “20 Must-Visit Mountain Towns Across America”. This article reached an audience of approximately 500,000.
- The Denver Post also ran a story, “In Colorado mountain towns, restaurant owners shocked by a surprisingly strong summer” which included a mention of Bird Craft at Outer Range Brewing. Additionally, the story was syndicated in outlets such as the Lamar Ledger and Canon City Daily Record. The reach for The Denver Post story was 3,314,066 unique monthly views, with an additional 82,000+ potential readers from the syndicated outlets.
- Leader’s Edge included Outer Range Brewing Co. in a piece titled “Beer in the Time of Corona” which reached an audience of approximately 3,000.
- Westword Magazine included a mention of Rising Sun Distillery’s expansion into Frisco. In the piece, “Every Restaurant and Bar Opening and Closing This Week,” the writer includes a mention of the distillery’s spirits as well as unique menu items such as the “bison, bacon, bourbon balls”. Westword reaches 1,474,985 unique monthly visitors.
- Rising Sun Distillery’s new Frisco location was also included in “Rising Sun Distillery’s Locally Inspired Sips Hit the High Country” in 5280. 5280.com receives approximately 244,000 unique monthly visitors.

Communications and Marketing:

- The designs for desktop, tablet, and mobile versions of the new Frisco digital restaurant guide were approved on September 10 and content entry should happen starting late September. This new guide will launch prior to the end of October and will include

effective filters for ease of use, the domain name FriscoDining.com, and a QR code leading directly to the site. Staff will also create posters and flyers for lodging to direct destination guests to Frisco restaurants.

- The Colorado Municipal League featured two articles about Frisco in their latest newsletter- “Town of Frisco takes creative steps to help aid COVID-19” and “Town of Frisco wins ‘Team of the Year’ in the business excellence awards”.
- Frisco’s Instagram following broke 25,000 in the last month.

Special Events:

- The special events team has been working on Bike to Work or Wherever Day on September 22, as it was moved from June due to the pandemic. Town marketing staff has also updated the countywide advertising materials for the Physical Activity and Nutrition Team of the Summit which organizes this countywide event.
- The special events team submitted the Frisco Trick-or-Treat Street proposed plan to Summit Public Health. Staff put together this proposed plan in order to begin a larger conversation around Halloween, as there is a concern that the absence of clear protocols or public health based decisions regarding Halloween, and this event specifically, might lead to unsafe conditions around Summit County on Halloween. Also, there is a continued desire to support youth mental health by morphing activities whenever possible to create some normalcy while adhering to guidance that protects public health. Highlights from the proposed plan include but are not limited to:
 - Face covering and six feet physical distance requirements for everyone
 - Expanded and earlier hours; event was traditionally 6:00 pm - 8:00 pm and proposal is 3:00 pm -7:00 pm
 - Online sign up form for 175 attendees per hour
 - Sanitation protocols for those handing out candy
 - Recommended 24 hour “candy quarantine”
 - Bilingual communications to better welcome and inform all attendees

Frisco/Copper Visitor Information Center: To best protect the health of staff and visitors, the Visitor Center continues to primarily operate from a walk-up window facing Main Street, where guests are able to request literature and advice. The Information Center will move to more indoor activity in October due to weather, but the walk-up window will remain an option for guests.

- The Information Center saw 1,200 visitors in August 2020 (7,237 in August 2019).
- The Information Center answered 503 phone calls in August 2020 (263 in August 2019).

Public restroom use continues to increase compared to 2019. Men’s restroom had an additional 430 uses in August 2020 compared to 2019. The women’s restroom data in 2019 was missing 12 days due to device tampering, and therefore, does not make an effective comparison.

- Men’s Restroom Usage: 7,327
- Women’s Restroom Usage: 8,300

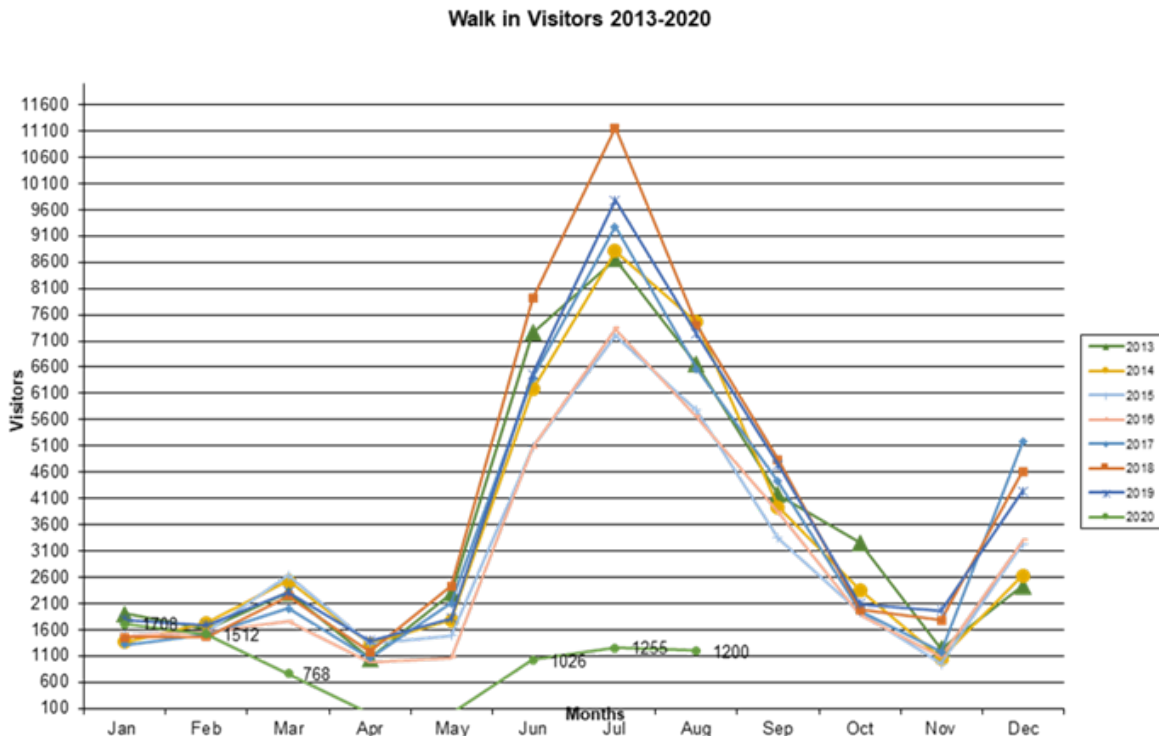
There are few other interesting comparisons between August 2020 and August 2019:

- Phone calls continue to increase compared to 2019 with a 90% increase in calls and with 68% of the phone calls taken in August 2020 being in regard to the Frisco Bay Marina.
- August 2020 the Visitor Center processed 203 Frisco Bay Marina transactions for total net sales of \$5,799; in comparison to 2019, when the Visitor Center processed 60 Frisco Bay Marina transactions for total net sales of \$2,425.
- 7% of referrals in August 2020 were for Frisco restaurants compared to 15% in August 2019.

The Information Center now tracks self-service outdoor literature distribution to better understand customer behavior and interests under these current operational shifts. This is the approximate amount of literature distributed through the self-serve stations next to the front door of the Information Center in August.

- Frisco Main Street Map: 1,000
- Frisco Hiking Map: 1,400
- Restaurant Guide: 400
- Summit Rec Path Map: 600
- Summit County Map: 600
- Scenic Byway Handout: 600
- CO State Map: 300
- Local Camping Brochure: 200

Total of approximately 5,100 pieces of literature distributed, not including the Museum and Marina brochures.



ACTIVITY REPORT - AUGUST, 2020

POLICE

	2020	2019
Property Stolen	\$2,544	\$14,334
Property Recovered	\$0	\$456
Animal Control		
Citations	2	3
Warnings	20	7
Bar Checks	6	23
Business Checks	36	147
Assists	15	7
Parking Citations	0	10
Parking Warnings	45	
Traffic Citations	21	9
Traffic Warnings	64	99
Traffic Accidents	13	7
Public Streets	8	
Private Property	5	
Injuries	0	
Open Buildings	1	5
Alarms	6	9
Calls for service	605	592
Felony Arrests	1	2
2nd Degree Assault	1	
Misdemeanor Arrests	5	4
DUI	2	
Warrant	1	
Domestic Violence	1	
Theft	1	

MUNICIPAL COURT

	2020	2019
Total number of citations issued for this court date	4	39
Total number of violators due in court	1	17
Total number of violators in court	1	7
Deferred to trial:	0	0
Received Deferred Sentences:	0	0
Dismissed:	0	0
Guilty Pleas:	0	3
Guilty to Amended Charges:	1	2
Guilty from Trial:	0	1
Continued to following month:	0	1
Dismissed Prior to Court	0	0
Handled by Mail		
W/in 20 days for Point Reduction:	2	4
Outside of 20 days:	0	4
No Shows		
Warrants Issued:	0	0
Hold placed on Drivers License:	0	0
Filed Unpaid:	0	0



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER / RECREATION & CULTURE DIRECTOR
CC: LINSEY JOYCE, ASSISTANT DIRECTOR/PROGRAMS MANAGER
KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK
ROSE GORRELL, MUSEUM MANAGER
TOM HOGEMAN, GENERAL MANAGER - MARINA
RE: **RECREATION & CULTURE DEPARTMENT REPORT – AUGUST 2020**
DATE: SEPTEMBER 22, 2020

Overview

This Department report highlights operations, programs and events for the month of August.

August continued to be quite busy for all aspects of the Recreation and Culture Department. The Marina once again saw record numbers of boat rentals and guests, and continued to exceed 2020 budgeted revenue targets. School was originally scheduled to start on August 19th/20th but was pushed back a week to August 26th/27th. Youth programs were extended for one week and continued to operate with great, sold out success. The museum remained open for business and continued to see a steady stream of traffic visiting the school house and the park. The Bike Park, Skate Park, Disc Golf Course and the trails at the Peninsula all remained busy through the month of August.

The first “live” event of the summer was held on August 8th – the Run the Rockies Trail half and 10k. A total of 156 racers competed in the event that followed all public health guidelines. Runners were extremely appreciative of the staff’s efforts in hosting and successfully running the event.

Budgeting remained a top priority for staff in August and working closely with the Finance Department on end of year projections and 2021 details. Coordinating with the school district on their hybrid model also became a top priority for staff with after school programming and virtual Wednesdays.

Staff also continue the planning efforts with Lose Design for the Comprehensive Vision & Project Implementation Plan, and with Stais Architecture and Interior for the Marina retail + office building. Both plans will be coming to Council in September for review.

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

Adventure Park

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

August highlights for the Adventure Park (1160) included the following:

- The Day Lodge and the Nordic Center remained closed to the public except for the Day Lodge office which is open for information, disc sales and drinks/snacks. Staff are also serving in a support/guest service role to assist with youth camp registration, waitlists and cancelations.
- Staff began working on all winter preparation items including the transition from paper to electronic waivers. Staff also worked on the snowmaking guns, and lift and motor work.
- The Adventure Park hosted a high school cross country meet on 8/28.
- Work also continues in the bike park at this time.
- Year to date (YTD) revenues are down significantly due to the loss of tubing and ski and ride hill revenues in March and April when the operations closed. Summer revenue is also down as facility rentals were canceled due to COVID-19 and gathering limitations. The minimal revenue collected this summer is from the sale of discs for the disc golf course.

Table 1: Frisco Adventure Park Figures (1160)

	August 2020	August 2019	August 2018
Revenue – 1160	\$1,602	\$5,108	\$6,777
Expenses – 1160	\$68,701	\$70,844	\$54,159

	YTD Actual 2020	Budget 2020	YTD Actual 2019	YTD Actual 2018
Revenue – 1160	\$965,433	\$2,062,000	\$1,338,631	\$1,372,606
Expenses – 1160	\$673,815	\$1,424,721	\$743,038	\$737,924

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

- Continued singletrack construction of Excelsior and Treasure Vault segments, mini-ex and hand work
- Rocky Mountain Youth Corps completed 4 days of raking of Gibers Nordic trail as well as 200 ft. of Excelsior singletrack
- FDRD thinned trees on TOF land adjacent to Balfanz and Week's Link
- Seeding and nutting on Jody's Nugget Nordic trail segments that were machine graded during rock removal
- Town of Frisco workday raked out mulch on Rieschel's East for 1.5 hours

- Year to date revenues are still tracking well despite closing for business in March. Nordic season passes go on sale in September.

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

	August 2020	August 2019	August 2018
Revenue – 1170	\$220	\$12,165	\$5,189
Expenses – 1170	\$17,800	\$23,787	\$9,782

	YTD Actual 2020	Budget 2020	YTD Actual 2019	YTD Actual 2018
Revenue – 1170	\$232,702	\$424,300	\$297,189	\$200,581
Expenses – 1170	\$221,329	\$536,314	\$209,795	\$137,127

Marina

The Marina continued to be exceptionally busy in August. Highlights include the following:

- August was hot and dry and very busy. There were multiple days of smoke filled skies but it didn't discourage people from renting boats or visiting the marina. With earlier concerns over the marina's financial situation put to rest, many projects that had been paused were completed. Dock lights, safety ladders and bike racks were all purchased and installed. A buoy line was also installed between the walkway and the pier to keep boats from tying up to the standpipe side of the walkway.
- The Standpipe installation was completed, tested and approved by the Fire Marshall. The last step will be final inspection by the designing engineers prior to final payment to JCI in September.
- A survey was put out to Marina Slip Holders to gauge their satisfaction on all aspects of the Marina. Results have been compiled from 62 respondents (out of a possible 160) and will be shared with the slip holders.
- Questions arose regarding the cleaning of the bathrooms. Moving forward, better oversight by Marina staff, Public Works, and management for the cleaning company Key People will be needed to ensure the work that the Town is paying for is completed as scheduled. Larger metal storage cabinets for cleaning supplies in the men's and women's room of the bathhouse were purchased and installed.
- A mooring customer's boat sank at its mooring. With a coordinated effort between Summit County Water Rescue, the Sherriff's department, and marina staff the boat was brought to shore, raised, and put back on it's trailer. While the owners were sad they were glad to get the boat out of the water.
- One of the trees on the great lawn started to lean dramatically. Quick action by marina staff to cordon off the area kept people safe until Public Works was able to inspect. Staff deemed the tree must come down. Further inspection of the remaining trees indicated they were not stable as well. 4 trees in total were cut down. Final attached photo is picture of those same trees in 2005.





- Year to Date (YTD) revenues through August exceeded budgeted targets for the year. August revenue totaled \$479,832, and YTD revenues hit \$2,115,919. This is 134% of budget, or \$535,719 ahead of budget at this time.

The rental business continues to be exceptionally popular for both power and paddle sports. Total reservations in August were 8,071, compared to 5,030 in 2019. Year to date reservation from opening through the end of August total 22,983, compared to 15,285 in 2019.

Table 3: Frisco Marina Figures (9000)

	August 2020	August 2019	August 2018
Revenue – 9000	\$479,832	\$307,867	\$228,705
Expenses – 9000	\$256,400	\$598,006 [^]	\$163,749

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

	YTD Actual 2020	Budget 2020	YTD Actual 2019	YTD Actual 2018
Revenue – 9000	\$2,115,919	\$1,580,200	\$1,361,655*	\$1,391,968
Expenses – 9000	\$1,255,746	\$2,966,802	\$4,457,447 [^]	\$1,012,117

* YTD Actual 2019 was \$6,459,944, which included the marina bond proceeds of \$5,406,156. The marina bond proceeds value was removed from this table for year-to-date and year-over-year comparisons.

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

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

Historic Park and Museum

August highlights for the Historic Park and Museum included the following:

- Visitor attendance for the month of July totaled 1,913 people (compared to 4,852 in 2019). Attendance is significantly down due to COVID-19. *Please note that these attendance numbers are based on a click system and therefore do not always accurately reflect all visitors to the museum and park.*
- The 2020 Summer Lunchtime Lecture series had an estimated 100 people watching the nine live video streams on Facebook. Live lectures were run using the TOF Zoom account streaming to FHPM Facebook Live. The recorded videos were posted to TOF YouTube with individual lecture views ranging from 11 to 48 with some of the less popular lectures on Facebook getting more traffic on YouTube. This matches the trend from the 2020 Winter Lecture Series videos hosted on the SCTV YouTube channel.

Looking at the entire 2020 lecture season with 15 lectures (6 in-person and 9 virtual) there were 240 participants. Six of the original 21 scheduled lectures in 2020 were cancelled outright due to the Pandemic.

Table 4: Lecture Attendance

	# of Peak Live Viewers- Fb	Reach
Chasing the Bad Guys	4	135
Wildfires and Historic Resources	8	227
Bear Aware	5	363
Meet Martha Maxwell	5	377
Historic Preservation	8	846

- Frisco day camps visit the Frisco Historic Park every Wednesday for fun, educational activities led by Museum staff. Activities like orienteering and gold panning connect children to local history and give them space to use their imagination as trappers and miners. Arts and crafts activities focus on the connection between art and nature with homemade watercolors and wildflower potting. All activities follow local, county, and state health codes and guidelines for day camps.
- The Frisco Historic Park & Museum team wishes Carol Bosserman the best as she transitions into her next adventure. Carol has been a valuable member of the Museum staff with her positive attitude and attention to detail.
- Revenue is significantly behind budgeted revenue at this time due to the lack of donations and gift shop purchases, which is directly tied to the pandemic and the closure of the museum from March-early summer.

Table 5: Frisco Historic Park and Museum Figures (1125)

	August 2020	August 2019	August 2018	
Attendance	1,913	4,852	5,830	
	August 2020	August 2019	August 2018	
Revenue – 1125	\$869	\$2,261	\$3,734	
Expenses – 1125	\$17,043	\$25,185	\$21,337	
	YTD Actual 2020	Budget 2020	YTD Actual 2019	YTD Actual 2018
Revenue – 1125	\$4,464	\$19,000	\$15,624	\$16,522
Expenses – 1125	\$122,783	\$298,099	\$177,292	\$162,839

Recreation Programs and Special Events

August highlights for Recreation Programs and Special Events included the following:

- With the news of the Summit County School District delaying the start of school, staff immediately added 7 additional days of Frisco Fun Club, and secured staff to work the camps. The maximum number per day was lowered to 30 kids for these extra days, and they all sold out! With the addition of an extra 7 days of Frisco Fun Club, August Fun Club numbers were actually slightly up this year, in comparison to 2019!
- Staff opened registration for afterschool skateboarding, afterschool biking and for the Wednesday 'virtual learning' days and they all immediately sold out.
 - There are 10 kids in afterschool skateboarding on T/Th; and 10 kids in afterschool biking on M/W from September 1-October 19
 - There are 20 kids in the Wednesday Remote Learning + Frisco Fun Club day at the 3rd and Granite Building.
- The Town hosted the first 'live' event of the summer! Staff worked closely with Summit County Public Health to host up to 175 runners at the Run the Rockies Trail 10k/half marathon on August 8! Runners were thrilled and grateful to participate in an actual race. The race looked different than most events because runners started in waves of 10 people, every 10 minutes, which allowed for safe distance between runners, following the current COVID group guidelines.
- Year to date revenue is behind 2019 actuals by nearly \$50,000 due primarily to the loss of events as well as reduced Fun Club numbers (capacity in 2019 was 50 kids/day; capacity in 2020 is 40 kids/day). Staff continues to monitor budgets, staffing levels and program opportunities very closely at this time.

Table 6: Programs and Events Figures (1150)

	August 2020	August 2019	August 2018
Frisco Fun Club	665	658	738
Frisco Adventure Camp	n/a	42	63
Bike Camp	90	65	105
Play Well Lego Camp	100	125	125
Skate Camp	50	60	n/a
Water Camp	180	200	185
Total Program Participation	1,085	1,150	1,216
Mountain Goat Kids Trail Running	n/a	n/a	109
Run the Rockies Trail 10k & Half	156	425	347
Frisco Solo Series	31	n/a	n/a
Total Event Participation	187	425	456

	August 2020	August 2019	August 2018
Revenue – 1150	\$31,470	\$24,324	\$11,712
Expenses – 1150	\$91,454	\$93,088	\$82,421

	YTD Actual 2020	Budget 2020	YTD Actual 2019	YTD Actual 2018
Revenue – 1150	\$205,119	\$303,000	\$298,004	\$252,779
Expenses – 1150	\$312,788	\$489,230	\$296,119	\$300,150



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CODE
RE: HOME RULE CHARTER REVIEW, CHAPTER 160, TAXATION
DATE: SEPTEMBER 22, 2020

Summary: Per the Town of Frisco Home Rule Charter, every five years, each Chapter of the Frisco Town Code is to be reviewed for possible amendment or repeal.

Background: Chapter 160, Taxation, was added to the Code of the Town of Frisco on January 26, 1979 by Ordinance 79-03. Amendments have occurred to this chapter in 1989, 1991, 1999, 2000, 2003, 2011, 2005, 2006, 2007, 2008, 2010, 2013, 2017, and 2018. Per the Home Rule Charter, staff has reviewed Chapter 160 and determined there are no amendments necessary at this time. Chapter 160, Taxation, is in the council packet for your review.

Staff Recommendation: On that basis, it is my

RECOMMENDATION

that the Council

make a motion acknowledging that Chapter 160, Taxation, has been reviewed pursuant to the Home Rule Charter and that no changes are necessary at this time.

TAXATION

Chapter 160

TAXATION

ARTICLE I
Sales Tax

- § 160-1.1. Words and Phrases Defined.
- § 160-1.2. Exemption; Burden of Proof.
- § 160-1.3. Deductions and Credits.
- § 160-1.4. Acquisition, Inception or Cessation of Business.
- § 160-2.1. Retailer Responsible for Collection and Payment of Taxes.
- § 160-2.2. Trust Status of Tax in Possession of Retailer.
- § 160-2.3. Filing Returns; Due Date.
- § 160-2.4. Reporting Periods.
- § 160-2.5. Duty to Keep Books and Records.
- § 160-3.1. Authority of the General Government Director.
- § 160-3.2. Audit of Records.
- § 160-3.3. Tax Information Confidential.
- § 160-3.4. Timely Payment; Computation of Dates.
- § 160-4.1. Overpayment from Returns.
- § 160-4.2. Tax Overpayment Determined through Audit.
- § 160-4.3. Refunds of Disputed Tax.
- § 160-4.4. Claim for Refund.
- § 160-5.1. Underpayments from Returns.
- § 160-5.2. Tax Deficiencies from Failure to File or Failure to Provide Records for Audit.
- § 160-5.3. Tax Deficiencies Determined Through Audit.
- § 160-5.4. Penalties.
- § 160-5.5. Interest.
- § 160-5.6. Notice of Assessment.
- § 160-5.7. Abatement of Deficiency.
- § 160-6.1. Protest of Notice of Assessment or Denial of Refund.
- § 160-6.2. Hearings.
- § 160-6.3. Appeals.
- § 160-7.1. Lien for Tax Due.
- § 160-7.2. Perpetuance of Lien.
- § 160-7.3. Release of Lien.
- § 160-7.4. Civil Action to Recover Tax Due.
- § 160-7.5. Jeopardy Assessment.
- § 160-7.6. Seizure and Sale.
- § 160-7.7. Status of Tax Due in Bankruptcy and Receivership.
- § 160-7.8. Violations, Summons and Complaint; Penalty.
- § 160-7.9. Statute of Limitations.

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- § 160-8.1. Legislative Intent.
- § 160-8.2. Sales Tax Licenses; Application and Content.
- § 160-8.3. Sales Tax Licenses; Cancellation.
- § 160-8.4. Transient/Temporary Vendors.
- § 160-8.5. Special Events Sales Tax License and Collections.
- § 160-8.6. Sales by Charitable Organizations.
- § 160-8.7. Rate; Imposition and Collection; Distribution.
- § 160-8.8. Map or Location Guide of Town Boundaries.
- § 160-8.9. Transactions and Items Subject to Tax.
- § 160-8.10. Exemptions from Sales Tax.
- § 160-8.11. Installment Sales Transactions.
- § 160-8.12. Nonresident Retailers.
- § 160-8.13. Intercity Claims for Recovery.
- § 160-8.14. Effective Date.
- § 160-8.15. Remittance of Tax – Electronic Database – Retailer Held Harmless.

ARTICLE II Real Estate Investment Fee

- § 160-10. Title.
- § 160-11. Fee Imposed.
- § 160-12. Definitions.
- § 160-13. Fee to be Remitted to Town.
- § 160-14. Amount of Fee.
- § 160-15. Exemptions.
- § 160-16. Application for Exemption.
- § 160-17. Applicability of Fee.
- § 160-18. Enforcement.
- § 160-19. Due Dates; Delinquencies; Penalties; Interest; Evasion.
- § 160-20. Fee to Become Lien.
- § 160-21. Report to be Prepared.

ARTICLE III Utility Tax

- § 160-22. Construal of Provisions.
- § 160-23. Telephone Utility Tax.
- § 160-24. Violations and Penalties.
- § 160-25. Severability.

ARTICLE IV Lodging Tax

- § 160-26. Short Title.
- § 160-27. Legislative Intent.

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- § 160-28. Definitions.
- § 160-29. License Required.
- § 160-30. Imposition of the Tax.
- § 160-31. Exemptions.
- § 160-32. Receipts; Disposition.
- § 160-33. Authorization for Collection, etc. of Lodging Tax Revenues.
- § 160-34. Collection of Tax.
- § 160-35. Vendor Responsible for Payment of Tax.
- § 160-36. Excess Tax; Remittance.
- § 160-37. Liability for Tax.
- § 160-38. Tax Additional.
- § 160-39. Map or Location Guide of Town Boundaries.
- § 160-40. Audit by Treasurer; Duty to Keep Records.
- § 160-41. Consolidation of Returns.
- § 160-42. Confidential Nature of Returns.
- § 160-43. Statute of Limitations.
- § 160-44. Refunds.
- § 160-45. Recovery of Taxes, Penalty and Interest.
- § 160-46. Tax Lien; Exemption from Lien.
- § 160-47. Tax Deficiency.
- § 160-48. Hearings by Manager.
- § 160-49. Review by Court.
- § 160-50. Other Remedies.
- § 160-51. Administration.
- § 160-52. Council Empowered to Amend, Repeal and/or Revise.

ARTICLE V MEDICAL MARIJUANA EXCISE TAX

- § 160-53. Definitions
- § 160-54. Tax Imposed
- § 160-55. Collection and Enforcement Procedures
- § 160-56. Use of Collected Tax Revenues
- § 160-57. Rules and Regulations

ARTICLE VI RETAIL MARIJUANA EXCISE TAX

- § 160-58. Definitions
- § 160-59. Tax Imposed
- § 160-60. Collection and Enforcement Procedures
- § 160-61. Rules and Regulations

[HISTORY: Art. I, adopted by the Board of Trustees (now Mayor and Town Council) of the Town of Frisco 01-26-79, Ord. 79-03; Art. II, adopted by the Board

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of Trustees (now Mayor and Town Council) of the Town of Frisco 06-06-89, Ord. 89-18; Art. III, adopted by the Mayor and Town Council 10-15-91, Ord. 91-21. Section 160-9 amended at time of adoption of Code; see Ch. 1, General Provisions, Art. I. Other amendments noted where applicable.]

ARTICLE I Sales Tax

[Adopted 01-26-79, Ord. 79-03; Article I Repealed in its entirety save and except Section 160-04, 02-08-05, Ord. 05-02]

Division 1 Interpretation

§ 160-1.1. Words and Phrases Defined. [Amended 10-25-05, Ord. 05-25; 12-12-06, Ord. 06-36; 09-12-17, Ord. 17-08, 11-27-18, Ord. 18-14]

When not clearly indicated otherwise by the context, the following words and phrases, as used in this Article, shall have the following meanings:

Auction sale means any sale where tangible personal property is sold by an auctioneer who is either the agent for the owner of such property or is in fact the owner thereof.

Automotive vehicle means any vehicle, including every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, or any device used or designed for aviation or flight in the air.

Automotive vehicle includes, but is not limited to, motor vehicles, trailers, or semi trailers, and mobile homes. Automotive vehicles shall not include devices moved by human power or used exclusively upon stationary rails or tracks.

Business means all activities engaged in or caused to be engaged in with the object of gain, profit, benefit or advantage, direct or indirect.

Carrier access services means the services furnished by a local exchange company to its customers who provide telecommunications services which allow them to provide such telecommunications services.

Casual sale means an individual, single or incidental transaction which in itself does not constitute the carrying on of business.

Charitable Organization means any entity which: (1) has been certified as a nonprofit organization under Section 501(c)(3) of the Internal Revenue Code, and (2) is an organization which exclusively, and in a manner consistent with existing laws and for the benefit of an indefinite number of persons or animals, freely and voluntarily ministers to the physical, mental, or spiritual needs of persons or animals, and thereby lessens the burden of government.

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Coin-operated device means any device operated by coins or currency or any substitute therefor.

Commercial packaging materials means containers, labels and/or cases, that become part of the finished product to the purchaser, used by or sold to a person engaged in manufacturing, compounding, wholesaling, jobbing, retailing, packaging, distributing or bottling for sale, profit or use and is not returnable to said person for reuse. Commercial packaging materials does not include commercial shipping materials.

Commercial Shipping Materials means materials that do not become part of the finished product to the purchaser which are used exclusively in the shipping process. Commercial Shipping Materials include but are not limited to containers, labels, pallets, banding material and fasteners, shipping cases, shrink wrap, bubble wrap or other forms of binding, padding or protection.

Construction equipment means any equipment, including mobile machinery and mobile equipment, which is used to erect, install, alter, demolish, repair, remodel or otherwise make improvements to any real property, building, structure or infrastructure.

Construction materials means tangible personal property which, when combined with other tangible personal property, loses its identity to become an integral and inseparable part of a structure or project, including public or private improvements. Construction materials include, but are not limited to, such things as: Asphalt, bricks, builder's hardware, caulking material, cement, concrete, conduit, electric wiring and connections, fireplace inserts, electrical heating and cooling equipment, flooring, glass, gravel, insulation, lathe, lead, lime, lumber, macadam, millwork, mortar, oil, paint, piping, pipe vales and pipe fittings, plaster, plumbing fixtures, putty, reinforcing mesh, road base, roofing, sand, sanitary sewer pipe, sheet metal, site lighting, steel, stone, stucco, tile, trees, shrubs and other landscaping materials, wall board, wall coping, wall paper, weather stripping, wire netting and screen, water mains and meters, and wood preserver. The above materials, when used for forms or other items which do not remain as an integral or inseparable part of a structure or project, are not *construction materials*.

Consumer means any individual person or person in the Town who purchases, uses, stores, distributes or otherwise consumes tangible personal property or taxable services purchased from sources inside or outside the Town.

Consumption means the act or process of consuming: it includes waste, destruction or use. Consumption is the normal use of property for the purpose for which it was intended.

Distribution means the act of distributing any article of tangible personal property purchased at retail for use or consumption, which may include, but not be limited to, the distribution of advertising gifts, shoppers' guides, catalogues, directories or other

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property given as prizes, premiums or for goodwill or in conjunction with the sales of other commodities or services.

Employee means any person working for pay under the control and direction of an employer.

Engaged in business in the Town means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property for storage, use or consumption within the Town. *Engaged in business in the Town* includes, but is not limited to, any one of the following activities by the person:

- A. Directly, indirectly or by a subsidiary maintains a building, store, office salesroom, warehouse or other place of business within the taxing jurisdiction;
- B. Sends one (1) or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service or assist in the use of its products, or for demonstration or other reasons;
- C. Maintains one (1) or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction;
- D. Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction;
- E. Makes more than one (1) delivery into the taxing jurisdiction within a twelve-month period by any means other than a common carrier.

Excess tax means that amount of tax collected during the reporting period that is in excess of two percent (2%) of Town net taxable sales and services, and which excessive collection must be remitted to the Town using the method described herein.

Exemptions means those deductions from adjusted gross sales and services in order to arrive at a taxable base, which exemptions may include exempt transactions (in whole or in part), sale or purchase of exempt commodities, articles or services, or sale to exempt "persons" who may either be exempt on their direct purchase or exempt on the type of commodity, articles or services purchased, all as set forth in Section 160-8.10.

Farm close-out sale means full and final disposition of all tangible personal property previously used by a farmer or rancher in farming or ranching operations which are being abandoned.

General Government Director means the Town Manager of the Town or his or her designee.

Gross sales of service or gross taxable sales means the total amount received in money, credit, property or other reconsideration valued in money for all sales, leases or rentals of tangible personal property or services.

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License means a Town business or sales tax license.

License officer means the General Government Director of the Town.

Linen services means services involving provision and cleaning of linens, including but not limited to rags, uniforms, coveralls and diapers.

Livestock means cattle, horses, mules, burros, sheep, lambs, poultry, swine, ostrich, llama, alpaca, and goats, regardless of use, and any other animal which is raised primarily for food, fiber, or hide production. "Livestock" shall also mean "alternative livestock" as defined under section 35-41.5-102, C.R.S., but shall not mean a pet animal as defined under section 35-80-102(10), C.R.S.

Lodging services means the short-term (less than thirty [30] consecutive days) leasing or rental of any hotel room, motel room, apartment hotel, lodging house, motor hotel, guest house, trailer coach, mobile home, auto camp, trailer court, condominium unit, town home, time share unit, private residence or other accommodation.

Manufacturing means the operation or performance of an integrated series of operations which places a product, article, substance, commodity, or other tangible personal property in a form, composition or character different from that in which it was acquired whether for sale or for use by a manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character or use from the raw or prepared materials.

Medical supplies means oxygen; insulin in all its forms dispensed pursuant to the direction of a licensed physician; glucose useable for treatment of insulin reactions; urine and blood-testing kits and materials; insulin measuring and injecting devices, including hypodermic syringes and needles; wheelchairs and hospital beds.

Municipality means any municipal corporation or similar form of local government including any town, city and county, whether organized pursuant to charter, constitution, or statute, in Colorado or another state, except counties, school districts or special districts, and the Town of Frisco.

Net taxable sales and services means adjusted gross sales and services less authorized "exemptions" there from.

Newspaper means a publication, printed on newsprint, intended for general circulation, and published regularly at short intervals, containing information and editorials on current events and news of general interest. The term *newspaper* does not include: magazines, trade publications or journals, credit bulletins, advertising insets, circulars, directories, maps, racing programs, reprints, newspaper clipping and mailing services or listings, publications that include an updating or revision service, or books or pocket editions of books.

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Open to the public means any place, event or activity to which the admission or access is open to members of the public, whether upon payment of a charge or fee or not.

Person means any individual, firm, partnership, joint venture, corporation, limited liability company, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit.

Preprinted newspaper supplements means inserts, attachments or supplements circulated in newspapers that: (a) are primarily devoted to advertising, and (b) the distribution, insertion or attachment of which is commonly paid for by the advertiser.

Prescription Drugs for Animals means a drug which, prior to being dispensed or delivered, is required by the federal Food, Drug, and Cosmetic Act, 21 U.S.C. Sect. 301, et. seq., as amended, to state at a minimum the symbol "Rx Only," and is dispensed in accordance with any order in writing, dated and signed by a licensed veterinarian specifying the animal for which the medicine or drug is offered and directions, if any, to be placed on the label.

Prescription Drugs for Humans means a drug which, prior to being dispensed or delivered, is required by the federal Food, Drug, and Cosmetic Act, 21 U.S.C. Sect. 301, et seq., as amended, to state at a minimum the symbol "Rx Only," and is dispensed in accordance with any written or electronic order dated and signed by a licensed practitioner of the healing arts, or given orally by a practitioner and immediately reduced to writing by the pharmacist, assistant pharmacist, or pharmacy intern, specifying the name and any required information of the patient for whom the medicine, drug or poison is offered and directions, if any, to be placed on the label.

Price or purchase price means the aggregate value measured in currency paid or delivered or promised to be paid or delivered in consummation of a sale, without any discount from the price on account of the cost of materials used, labor or service cost, and exclusive of any direct tax imposed by the federal government or by this Article, and, in the case of all retail sales involving the exchange of property, also exclusive of the fair market value of the property exchanged at the same time and place of the exchange, if:

- A. Such exchanged property is to be sold thereafter in the usual course of the retailer's business; or
- B. Such exchanged property is a vehicle and is exchanged for another vehicle and both vehicles are subject to licensing, registration or certification under the laws of this State, including, but not limited to, vehicles operating upon public highways, off-highway recreation vehicles, watercraft and aircraft. Any money or other consideration paid over and above the value of the exchanged property is subject to tax.

Price or purchase price includes:

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- A. The amount of money received or due in cash and credits.
- B. Property at fair market value taken in exchange but not for resale in the usual course of the retailer's business.
- C. Any consideration valued in money, whereby the manufacturer or someone else reimburses the retailer for part of the purchase price and other media of exchange.
- D. The total price charged on credit sales including finance charges which are not separately stated. An amount charged as interest on the unpaid balance of the purchase price is not part of the purchase price unless the amount added to the purchase price is included in the principal amount of a promissory note; except the interest or carrying charge set out separately from the unpaid balance of the purchase price on the face of the note is not part of the purchase price. An amount charged for insurance on the property sold and separately stated is not part of the purchase price.
- E. Installation, applying, remodeling or repairing the property, delivery, wheeling-in charges included in the purchase price and not separately stated.
- F. Transportation and other charges to effect delivery of tangible personal property to the purchaser.
- G. Indirect federal manufacturers' excise taxes, such as taxes on automobiles, tires and floor stock.
- H. The gross purchase price of articles sold after manufacturing or after having been made to order, including the gross value of all materials used, labor and service performed and the profit thereon.

Price or purchase price shall not include:

- A. Any sales or use tax imposed by the State or by any political subdivision hereof.
- B. The fair market value of property exchanged if such property is to be sold thereafter in the retailer's usual course of business. This is not limited to exchanges in Colorado. Out-of-state trade-ins are an allowable adjustment to the purchase price.
- C. Discounts from the original price if such discount and the corresponding decrease in sales tax due is actually passed on to the purchaser and the seller is not reimbursed for the discount by the manufacturer or someone else. An anticipated discount to be allowed for payment on or before a given date is not an allowable adjustment to the price in reporting gross sales.

Prosthetic devices means any artificial limb, part, device or appliance for human use which replaces a body part or aids or replaces a bodily function; is designed,

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manufactured, altered or adjusted to fit a particular individual; and is prescribed by a licensed practitioner of the healing arts. *Prosthetic devices* include but are not limited to prescribed auditory, ophthalmic or ocular, cardiac, dental or orthopedic devices or appliances and oxygen concentrators with related accessories.

Public means any individual, firm, co-partnership, joint venture, corporation, society, club, league, association, joint stock company, estate or trust, receiver, trustee, assignee, lessee or any person acting in a fiduciary or representative capacity, whether appointed by court or otherwise, or any group or combination acting as a unit, and the plural as well as the singular number.

Purchase or *sale* means the acquisition for any consideration by any person of tangible personal property or taxable services that are purchased, leased, rented, sold, used, stored, distributed or consumed.

These terms include capital leases, installments and credit sales, and property and services acquired by:

- A. Transfer, either conditionally or absolutely, of title or possession or both to tangible personal property, other taxable products, or taxable services;
- B. A lease, lease-purchase agreement, rental or grant of a license, including royalty agreements, to use tangible personal property or taxable services; the utilization of coin operated devices, except coin-operated telephones, which do not vend articles of tangible personal property shall be considered short term rentals of tangible personal property;
- C. Performance of taxable services;
- D. Barter or exchange for other property or services including coupons.

The terms *purchase* and *sale* do not include:

- A. A division of partnership assets among the partners according to their interests in the partnership;
- B. The transfer of assets of shareholders in the formation or dissolution of professional corporations if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;
- C. The dissolution and the pro rata distribution of the corporation's assets to its stockholders if no consideration, including but not limited to, the assumption of a liability, is paid for the transfer of assets;
- D. A transfer of a partnership or limited liability company interest;
- E. The transfer of assets to a commencing or existing partnership or limited liability

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company, if no consideration including, but not limited to, the assumption of a liability is paid for the transfer of assets;

- F. The repossession of personal property by a chattel mortgage holder or foreclosure by a lien holder.
- G. The transfer of assets from a parent corporation to a subsidiary corporation or corporations which are owned at least eight percent (80%) by the parent corporation, which transfer is solely in exchange for stock or securities of the subsidiary corporation;
- H. The transfer of assets from a subsidiary company or companies which are owned at least eighty percent (80%) by the parent company to a parent company or to another subsidiary which is owned at least eighty percent (80%) by the parent corporation, which transfer is solely in exchange for stock or securities of the parent company or the subsidiary which received the assets;
- I. The transfer of assets between parent and closely held subsidiary companies, or between subsidiary companies, or between subsidiary companies closely held by the same parent company, or between companies which are owned by the same shareholders in identical percentage of stock ownership amounts, computed on a share-by-share basis, when a tax imposed by this Article was paid by the transferor company at the time it acquired such assets, except to the extent that there is an increase in the fair market value of such assets resulting from the manufacturing, fabricating or physical changing of the assets by the transferor company. To such an extent any transfer referred to in this paragraph shall constitute a sale. For purposes of this paragraph, a closely held subsidiary company is one in which the parent company owns stock possessing at least eighty percent (80%) of the total combined voting power of all classes of stock entitled to vote and owns at least eight percent (80%) of the total number of shares of all other classes of stock.

Purchaser or consumer means any person to whom taxable service has been rendered or who shall have leased, rented or purchased at retail, taxable services or tangible personal property which is purchased, delivered, used, stored, distributed or consumed in the Town upon which a tax is imposed hereby.

Resident means for the purposes of the taxation provisions herein, a person who resides or maintains his domicile within the Town or who maintains one (1) or more places of business within the Town at the time of a taxable transaction as defined herein. A person may have dual residency or other places of residence or domicile, or place of business outside the Town prior to, during or after the occurrence of the taxable transaction and be a *resident* according to the terms of this definition.

Retail sale means all sales made except wholesales sales.

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Retailer or vendor means any person selling, leasing, renting or granting tangible personal property or services at retail. Retailer shall include, but is not limited to, any:

- A. Auctioneer;
- B. Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer;
- C. Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes.
- D. Retailer-contractor, when acting in the capacity of a seller of building supplies, construction materials, and other tangible personal property.

Retailer-Contractor means a contractor who is also a retailer of building supplies, construction materials, or other tangible personal property, and purchases, manufactures, or fabricates such property for sale (which may include installation), repair work, time and materials jobs, and/or lump sum contracts.

Return means any form prescribed by the town administration for computing and reporting a total tax liability.

Sales tax means the tax to be collected and remitted by a retailer on sales taxes under this Article.

Security system services means electronic alarm or monitoring system services. Such term does not include non-electronic security services such as a consulting or human or guard dog patrol services.

Software Program means a sequence of instructions that can be measured, interpreted and executed by an electronic device (e.g. a computer, tablets, smart phones) regardless of the means by which it is accessed or the medium of conveyance. Software program includes: (1) Custom software program, which is a software program prepared to the special order or specifications of a single customer; (2) Pre-written software program, which is a software program prepared for sale or license to multiple users, and not to the special order or specifications of a single customer. Pre-written software is commonly referred to as "canned," "off-the-shelf ("COTS")," "mass produced" or "standardized;" (3) Modified software, which means pre-written software that is altered or enhanced by someone other than the purchaser to create a program for a particular user; and (4) The generic term "software," "software application," as well as "updates," "upgrades," "patches," "user exits," and any items which add or extend functionality to existing software programs.

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Special event means any sales event taking place on a single location for a limited period of time not to exceed seven (7) consecutive days and which includes three (3) or more vendors.

Tangible personal property means personal property, which may be seen, weighed, measured, felt, touched, stored, transported, exchanged or that is in any manner perceptible to the senses.

Tax means the use tax due from a consumer or the sales tax due from a retailer or the sum of both due from a retailer who also consumes.

Tax deficiency means any amount of tax, penalty, interest or other fee that is not reported and/or not paid on or before the due date.

Taxable sale means gross sales less any exemptions and deductions specified in this Code.

Taxpayer means any person obligated to collect and/or pay tax under the terms of this Code.

Telecommunications services means the transmission of any two-way interactive electromagnetic communications including but not limited to voice, image, data and any other information, by the use of any means but not limited to wire, cable, fiber optical cable, microwave, radio wave, voice over internet protocol (VOiP) or any combinations of such media, including any form of mobile two-way communication.

Therapeutic device means devices, appliances or related accessories that correct or treat a human physical disability or surgically created abnormality.

Total tax liability means the total of all tax, penalties or interest owed by a taxpayer and shall include sales tax collected in excess of such tax computed on total sales.

Town Manager means the Town Manager of the Town or any duly authorized agent or representative acting on his or her stead or behalf.

Transient/Temporary Sale means a sale by any person who engages in a temporary business of selling and delivering goods within the town for a period of no more than seven consecutive days.

Transient/Temporary Vendor means any person who engages in the business of Transient/Temporary Sales.

Vendor. See *Retailer*.

Wholesale sale means a sale by wholesalers to retailers, jobbers, dealers or other wholesalers for resale, and does not include a sale by wholesalers to users or

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consumers not for resale; the latter types of sales shall be deemed to be retail sales and shall be subject to the provisions of this article.

Wholesaler means any person doing an organized wholesale or jobbing business and selling to retailers, jobbers, dealers or other wholesalers for the purpose of resale, and not for storage, use, consumption or distribution.

§ 160-1.2. Exemption; Burden of Proof.

The burden of proving that any retailer is exempt from collecting or paying tax shall be on the retailer under such reasonable requirements of proof as the General Government Director may prescribe.

§ 160-1.3. Deductions and Credits. [Amended 10-25-05, Ord. 05-25]

A. Deductions from gross sales. If included in reported gross sales, the following are deductible from gross sales:

1. Refunds. The price of admissions, accommodations, tangible personal property or taxable services returned by a purchaser when the price and the tax collected are refunded in cash or by credit.
2. Bad debts. Taxable sales which are found to be worthless and are actually and properly charged off as bad debts for federal income tax purposes. Any amount so deducted and subsequently collected by the taxpayer shall be subject to the tax.
3. Interest and finance charges. The amount of interest or finance charges on credit extended in connection with any sale, provided that the interest or finance charges are separately stated from the price.

B. Credits from tax due.

1. Vendor's fee. A retailer's collection and remittance expenses equal to three and one-third percent (3-1/3%) of the sum of the sales tax computed, or, if such amount exceeds three hundred dollars (\$300), then not more than three hundred dollars (\$300), and any excess tax collected may be taken as a credit against tax paid on or before the due date. Such vendor's fee shall be forfeited for any tax that is not reported and paid by the due date. Forfeiture of the vendor's fee shall be prima facie evidence that the taxpayer was in violation of this Article.
2. Amounts previously paid pursuant to a tax levied by the Town may be credited against the tax due on transactions or items when the present owner or user has previously paid a legally imposed sales tax on the transaction or item computed at the rate established by Section 160-8.6.

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§ 160-1.4. Acquisition, Inception or Cessation of Business. [Amended 12-12-06, Ord. 06-36]

- A. Purchase of an existing business.
1. Seller's responsibilities. Any person engaged in business in the Town who sells such business shall file a final return. The reporting period for such return shall end on the date of the transfer of ownership of the business. Such return shall include the payment of all tax due under this Article, including but not limited to the payment of tax on the sale of all assets of the business that constitute a sale of tangible personal property at retail pursuant to section 160-8.9.A of this Article.
 2. Purchaser's responsibilities. Any person who purchases an existing business shall be responsible for determining the total tax liability from that business and shall withhold from the initial purchase payment an amount sufficient to cover all such total tax liability, unless the former owner produces a receipt from the Town showing that the total tax liability has been paid or a certificate from the Town that there is no total tax liability.
- B. Acquisition of an existing business by means other than purchase. Any person who acquires or takes control of an existing business or the assets of an existing business by means other than purchase shall be responsible for payment of any total tax liability from that business.
- C. Cessation of business. Every person engaged in business in the Town who ceases doing business in the Town shall file a final return. The reporting period for such return shall end on the last day of the business in the Town.

Division 2 Taxpayer's Responsibilities

§ 160-2.1. Retailer Responsible for Collection and Payment of Taxes.

Every retailer engaged in business in the Town shall be liable and responsible for payment of an amount equivalent to the taxable sales multiplied by the specified rate.

- A. Tax added to price. Retailers shall add the tax imposed, or the average equivalent thereof, to the price, showing such tax as a separate and distinct item. Except as provided in this Subsection, no retailer shall advertise or hold out or state to the public or to any consumer, directly or indirectly, that the tax or any part thereof shall be assumed or absorbed by the retailer, or that it will not be added to the price, or if added, that it or any part thereof shall be refunded.
1. Sales tax may be included in the price of any malt, vinous or spirituous liquor sold by the drink.

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2. Sales tax may be included in the price of items sold from coin operated devices or the price of utilizing such devices.
 3. Sales tax may be included in the price of an admissions charge.
- B. Tax constitutes debt. Any tax added to the price by a retailer shall constitute a debt from the purchaser to the retailer until paid and shall be recoverable at law in the same manner as other debts.
- C. Excess tax. No retailer shall retain any tax collected in excess of the tax computed, but shall report such excess collections on the return for the period in which it was collected and include it in the calculation of tax due.
- D. Disputed tax. When a dispute arises between a retailer and a purchaser who claims that the sale is exempt from a tax, the retailer shall collect and the purchaser shall pay such tax. The purchaser may then submit a claim for refund to the Town within sixty (60) days of the date of purchase. Any such tax refunded by the Town will be paid directly to the purchaser.

§ 160-2.2. Trust Status of Tax in Possession of Retailer.

All tax collected by a retailer shall be the property of the Town and remain public money in the hands of such retailer, who shall hold the same in trust for the sole use and benefit of the Town until paid to the Town.

§ 160-2.3. Filing Returns; Due Date.

- A. Every taxpayer shall file a return, whether or not tax is due, and remit any tax due to the Town on or before the twentieth day following the end of the reporting period.
- B. A retailer engaged in business in the Town at two (2) or more locations, whether inside or outside the Town, who collects tax, may file a single return encompassing all locations when accompanied by a supplemental schedule showing the gross sales and net taxable sales for each location.
- C. For good cause shown in a written request of a taxpayer, the General Government Director may extend the time for making returns and paying any tax due.
- D. No person shall make any false statement in connection with a return.

§ 160-2.4. Reporting Periods.

- A. Unless otherwise required or approved, taxpayers shall file returns and pay taxes as follows:
 1. A taxpayer whose monthly tax due to the Town is less than ten dollars (\$10.00) may file returns and pay sales tax annually at the end of the calendar year.

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2. A taxpayer who in any month has a monthly tax due to the Town of ten dollars (\$10.00) or more shall file returns and pay tax monthly and continue to pay monthly for each month for the remainder of the calendar year.
- B. The reporting period for a final return shall end on the date of the transfer of ownership of the business, or the last day of business.
- C. The reporting period for a temporary business shall end on the day the temporary location closes or special event concludes.
- D. In order to ensure collection of tax, the General Government Director may require a taxpayer to remit tax and file returns on a more frequent basis than set forth in this Section.
- E. If the accounting methods employed by the taxpayer, or other conditions are such that returns made on a calendar month basis will impose unnecessary hardship, the General Government Director may, upon written request of the taxpayer, accept returns at such intervals as will, in the opinion of the General Government Director, better suit the convenience of the taxpayer, but not jeopardize the collection of the tax.
- F. If any taxpayer who has been granted permission to file returns and pay tax on other than a monthly basis becomes delinquent, authorization for such alternative method of reporting may be revoked by the General Government Director; immediately following notice of such revocation, and the taxpayer shall file returns and pay tax on a monthly basis as if the alternate method of reporting and paying the tax had never been granted.

§ 160-2.5. Duty to Keep Books and Records.

Every person engaged in business in the Town shall keep and preserve for at least three (3) years after the date of the taxable transaction suitable records which will allow the accurate determination of any tax due.

Division 3 Administration

§ 160-3.1. Authority of the General Government Director.

The administration of this Article is hereby vested in the General Government Director.

- A. Forms and procedures. The General Government Director shall prescribe forms and administrative procedures for the ascertainment, assessment and collection of the tax not inconsistent with this Article.

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- B. Regulations. The General Government Director may formulate and promulgate appropriate regulations to effectuate the purpose of this Article as provided by this Code.
- C. Additional information. The General Government Director may require any person to make additional returns, render statements, furnish records or make informational reports to determine whether or not such person is liable for payment of the tax.
- D. Subpoenas. The General Government Director may issue a subpoena to command a person to attend and give testimony or to produce books, accounts and records.
 - 1. Any subpoena issued under the terms of this Article shall be served as set forth in the Colorado Rules of Civil Procedure or Municipal Court Rules, including the payment of witness fees. When the witness is subpoenaed at the insistence of the Town, such fees will be paid by the Town. When the witness is subpoenaed at the insistence of the taxpayer, the General Government Director may require that the cost of service of the subpoena and the fee be paid by the taxpayer. In the discretion of the General Government Director, a deposit to cover the cost of the subpoena and witness fees may be required.
 - 2. If a subpoena issued by the General Government Director is duly served and the respondent fails to attend, give testimony or to produce books, accounts and records as commanded, the General Government Director may request the Town Attorney to file a motion with the Municipal Court of the Town for an order enforcing the subpoena.
- E. Oaths. The General Government Director is authorized to administer oaths and take testimony at the hearing.
- F. Agents. The General Government Director may designate agents to assist in the performance of the duties and responsibilities set forth in this Article.
- G. Liquor licenses. Prior to the renewal, transfer or issuance of a license to sell any malt, vinous or spirituous liquor, the General Government Director shall certify that all returns have been filed and taxes paid.
- H. Partial payments. The General Government Director may accept any partial payment made and apply such payments towards the tax due. Deposit of such payments shall not in any way imply that the remaining balance is or has been abated.
- I. Motor vehicle registrations. If the General Government Director determines that a person has registered or caused to be registered a motor vehicle outside the Town and that such motor vehicle should have been registered at an address in the Town, the General Government Director is authorized to assess a civil penalty of five hundred dollars (\$500.00) against the person. A written notice of the penalty

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assessment shall be issued, paid and protested in the same manner as a notice of assessment. The General Government Director may enforce collection of the penalty assessment in the same manner as provided in this Article for the collection of tax due. Assessment and collection of this penalty shall not preclude the collection of any tax due or fee on the imposition of any other civil or criminal penalty provided by law.

- J. Notices. Notices required by this Article shall be in writing and delivered in person or sent post paid by first class mail, to the last known address of the taxpayer.

§ 160-3.2. Audit of Records.

- A. For the purpose of ascertaining the correct amount of total tax liability from any person engaged in business in the Town, the General Government Director may conduct an audit by examining any relevant books, accounts and records of such person.
- B. All books, accounts and records shall be open at any time during regular business hours for examination by the General Government Director. If any taxpayer refuses to voluntarily furnish any of the foregoing information when requested by the General Government Director, the General Government Director may issue a subpoena to require that taxpayer or their representative attend a hearing or produce any such books, accounts and records for examination.
- C. Any tax deficiency or overpayment ascertained through audit shall be computed by one (1) or more of the following methods as the General Government Director deems appropriate:
1. By identifying transactions on which the tax was not properly or accurately collected or paid.
 2. By identifying other irregularities in the calculation of tax due.
 3. By using either of the above methods on a representative sample of the taxpayer's records, and using the results to project the amount of tax deficiency or overpayment, if any.
- D. Any charitable organization claiming exemption under the provisions of this Article is subject to audit in the same manner as any other person engaged in business in the Town.

§ 160-3.3. Tax Information Confidential.

All specific information gained under the provisions of this Article which is used to determine the total tax liability from a taxpayer, whether furnished by the taxpayer or obtained through audit, shall be treated by the Town and its officers, employees or legal representatives as confidential.

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- A. Except in accordance with judicial order, or as required for administrative proceedings under this Article before an authorized Town or other official, or as otherwise provided by law, the Town Manager, General Government Director and agents, clerks and employees thereof shall not divulge or make known in any way any information disclosed in any document, report or return filed under this Article except such information as is displayed on the tax license.
- B. Nothing contained in this Section shall be construed to prohibit the delivery to a person or a duly authorized representative thereof of a copy of any return or report filed in connection with such person's tax. Copies of such records may be certified by the Town Manager or an agent thereof and when so certified shall be evidence equally with originals and may be received as evidence of their contents.
- C. Nothing in this Section shall be construed to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns and the items thereof or the inspection of returns by the Town Attorney or other legal representatives of the Town.
- D. Notwithstanding the provisions of this Section, the Town Manager may furnish to the taxing official of the State, its political subdivisions, an other state, or political subdivision, or the United States, any information contained in tax returns and related documents filed pursuant to this Article or in the report of an audit or investigation made with respect to a return, if the recipient jurisdiction agrees with the Town Manager to grant similar privileges to the Town and provided further that such information shall be used by the recipient jurisdiction only for tax purposes.

§ 160-3.4. Timely Payment; Computation of Dates.

- A. Timely payment shall be evidenced by the postmark date if mailed; otherwise timely payment shall be evidenced by the Town's reception date.
- B. Any due date, payment date or deadline for paying the total tax liability or providing information or taking other action, which falls on a Saturday, Sunday or legal holiday recognized by either the federal government, the State or the Town, shall be extended to the first business day following such weekend or holiday.

Division 4 Tax Overpayments

§ 160-4.1. Overpayment from Returns.

If the amount remitted with the return is more than the total tax liability as computed from information in such return, a notice of overpayment will be issued. After examining such notice, the taxpayer may either submit a claim for refund or report the correct total tax liability by filing an amended return. No refund of such overpayment

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shall be paid unless a signed claim for refund is submitted on or before the thirtieth day after the date of the notice of overpayment.

§ 160-4.2. Tax Overpayment Determined Through Audit.

If the Town ascertains through an audit of a taxpayer's records that the total tax liability is less than the full amount paid, a notice of overpayment will be issued. Such notice will serve as documentation for a claim for refund, if such claim is signed and submitted by the taxpayer within thirty (30) days of the date of the notice of overpayment.

§ 160-4.3. Refunds of Disputed Tax.

Refunds of tax paid to a retailer by a purchaser who claims that the sale is exempt from the tax may be requested by such purchaser by signing and submitting a claim for refund on or before sixty (60) days from the date of such purchase.

§ 160-4.4. Claim for Refund.

No tax overpayment shall be refunded unless a claim for refund is signed and submitted to the Town by the taxpayer.

A. Application. An application for refund of tax shall:

1. Be made on a claim for refund form furnished by the Town;
2. Be signed by the taxpayer; and
3. Include adequate documentation of the claim.

B. Decision. The General Government Director shall examine the claim for refund and given written notice to the taxpayer of the amount to be refunded or denied.

C. Refunds not assignable. The right of any person to obtain a refund pursuant to this Article shall not be assignable.

D. False statements. No person shall make any false statements in connection with a claim for refund.

Division 5 Tax Deficiencies

§ 160-5.1. Underpayments from Returns.

If the amount remitted with a return is less than the tax computed from information in such return, a notice of assessment shall be issued.

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§ 160-5.2. Tax Deficiencies from Failure to File or Failure to Provide Records for Audit.

- A. If any taxpayer neglects or refuses to obtain a retail sales tax license, the amount of the total tax liability shall be estimated, based upon such information as may be available and a notice of assessment shall be issued.
- B. If any taxpayer neglects or refuses to file a return by the due date, the total tax liability shall be estimated, based upon such information as may be available and a notice of assessment shall be issued.
- C. If any taxpayer neglects or refuses to provide adequate books, accounts and records requested for audit, the total tax liability shall be estimated, based upon such information as may be available, and a notice of assessment shall be issued.
- D. Estimated total tax liability shall be adjusted if a return reporting actual total tax liability is filed.

§ 160-5.3. Tax Deficiencies Determined Through Audit.

If the Town ascertains through an audit of the taxpayer's records that the tax due has not been fully reported or paid by the applicable due date, a notice of assessment shall be issued.

§ 160-5.4. Penalties.

- A. Penalty for late payment of sales tax. A penalty of fifteen dollars (\$15.00) or ten percent (10%) of the tax deficiency, whichever is greater, shall be levied on any tax deficiency.
- B. Penalty for fraud. If any tax deficiency is due to fraud or the intent to evade the tax, the penalty shall be fifty percent (50%) of the total tax deficiency.
- C. Penalty for repeated enforcement. If three (3) notices of assessment have been issued to the same taxpayer within thirty-six (36) consecutive months, a special penalty of fifteen percent (15) of the total tax liability, or twenty five dollars (\$25.00), whichever is greater, shall be levied in addition to the penalties levied in Subsection (a) above.
- D. Abatement of penalty. Any penalty assessed in this Article may be abated by the General Government Director if the General Government Director finds good cause therefore, and the taxpayer submits a written request for such abatement on or before the payment due date of the applicable notice of assessment (or if no assessment was issued, within sixty [60] days after payment of the tax.

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§ 160-5.5. Interest.

- A. Interest shall be levied on any tax deficiency at the rate of one and one-half percent (1.5%) per month.
- B. Interest shall be calculated for each month or portion of a month from the due date that a tax deficiency remains unpaid.
- C. When a timely protest is made to a notice of assessment, no additional interest shall be assessed on any tax upheld by the General Government Director for the period between the interest date of such assessment and the payment date established in an informal meeting or thirty (30) days after the date of a findings of fact, conclusion and decision issued after a hearing.
- D. Any interest properly assessed on a tax deficiency may be abated by the General Government Director as provided above for the abatement of penalties.

§ 160-5.6. Notice of Assessment.

The General Government Director or specified authorized agent shall issue a notice of assessment for any tax deficiency, penalties or interest due.

- A. Notices of assessment shall be in writing and delivered in person or sent post-paid by first class mail to the last known address of the taxpayer.
- B. The payment due date for the total tax liability pursuant to a notice of assessment shall be twenty (20) days after the date of the notice of assessment.

§ 160-5.7. Abatement of Deficiency.

The General Government Director shall promulgate policies and procedures for processing tax deficiency abatements which shall include a provision that all abatements in excess of five thousand dollars (\$5,000.00) shall require the prior approval of the Town Manager and that all abatements in excess of five hundred dollars (\$500.00) shall be reported to the Town Manager. All tax deficiency abatements shall only be made in accordance with said policies and procedures.

Division 6 Taxpayer's Remedies

§ 160-6.1. Protest of Notice of Assessment or Denial of Refund. [Amended 07-27-10, Ord. 10-10]

- A. Any notice of assessment may be protested by the taxpayer to whom issued.
 - 1. A protest of a notice of assessment issued to a vendor or taxpayer for failure to file a return, for underpayment of tax owed or as a result of an audit shall be

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submitted in writing to the General Government Director within thirty (30) calendar days from the date of the notice of assessment. Any such protest shall identify the amount of tax disputed and the basis for the protest.

2. When a timely protest is made, no further enforcement action will be instituted by the Town for the portion of the assessment being protested unless the taxpayer fails to pursue the protest in a timely manner.
- B. A protest of a denial of a refund shall be submitted in writing to the General Government Director within thirty (30) calendar days from the date of the denial of the refund and shall identify the amount of the refund requested and the basis for the protest.
 - C. Any timely protest entitles a taxpayer to a hearing under the provisions of this Article.

§ 160-6.2. Hearings.

- A. The Town shall commence a hearing within sixty (60) days after the Town's receipt of the taxpayer's written protest; except the Town may extend such period if the delay is requested by the taxpayer. The General Government Director shall notify the taxpayer in writing of the time and place of such hearing.
- B. Every hearing shall be held in the Town before the General Government Director or his or her designated representative.
- C. The taxpayer may assert any facts, make any arguments and file any briefs and affidavits which, in the opinion of the taxpayer, are pertinent to the protest. The filing of briefs shall not be required.
- D. Based on the evidence presented at the hearing, the General Government Director or his or her designated representative shall issue a findings of fact, conclusions and decision which may modify or abate the tax, penalties and interest protested at the hearing, approve a refund or uphold the assessment.
- E. After such hearing, the taxpayer shall not be entitled to a second hearing on the same notice of assessment or denial of refund.
- F. Unless the decision of the General Government Director is appealed as provided in this Article, the remaining total tax liability, if any, shall be paid on or before thirty (30) days after the date of the findings of facts, conclusions and decision.

§ 160-6.3. Appeals.

- A. Subsequent to the hearing the taxpayer may appeal the decision of the General Government Director to the County District Court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

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- B. An appeal of a final decision of the General Government Director in a hearing held pursuant to this Section shall be commenced within thirty (30) days of such decision.
- C. Upon the appeal to the District Court the taxpayer shall either file with the General Government Director a bond for twice the unpaid amount or deposit the unpaid amount with the General Government Director.

Division 7 Enforcement

§ 160-7.1. Lien for Tax Due.

- A. Issuance. If any tax liability is not paid by the payment date of a notice of assessment, the General Government Director may issue a notice of lien on the real and personal property of the taxpayer. Such lien shall specify the name of the taxpayer, the total tax liability, the date of the accrual thereof, the location of the property and shall be certified by the General Government Director.
- B. Filing. The notice of lien shall be filed in the office of the clerk and recorder of any county in the State in which the real or personal property of the taxpayer is located. Such filing shall create a lien on such property in that county and constitute a notice thereof.
- C. Priority. The attachment and priority of such lien shall be as follows:
 - 1. Such lien shall be a first prior lien upon the goods, stock in trade and business fixtures owned or used by any taxpayer, including those under lease, installment sale, or other contract agreement, and shall take priority on all property over all other liens or claims of whatsoever kind or nature.
 - 2. Such lien on the real and tangible personal property of the taxpayer that is not goods, stock in trade and business fixtures shall be a first and prior lien except as pre-existing claims or liens of a bona fide mortgagee, pledge, judgment creditor or purchaser whose rights have attached and been perfected prior to the filing of the notice of lien.
 - 3. The personal property of an owner who has made a bona fide lease to a taxpayer shall be exempt from the lien created in this subsection if such property can reasonably be identified from the lease description and if the lessee is given no right to become the owner of the property leased. This exemption shall be effective from the date the lease is recorded with the county clerk and recorder of the county where the property is located or based.
 - 4. Motor vehicles which are properly registered in the State, showing the Lessor as owner thereof, shall be exempt from such lien except that such lien shall apply

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to the extent that the lessee has earned reserve, allowance for depreciate not to exceed the fair market value or similar interest which is or may be credited to the lessee.

5. Where a Lessor and lessee are blood relatives by law or have twenty-five percent (25%) or more common ownership, a lease between such lessee and such Lessor shall not be considered as bona fide for purpose of this Section.
- D. Enforcement against real property. If a notice of lien is filed against property, the General Government Director may request the Town Attorney to file a civil action in either the Municipal Court or the County District Court to enforce such lien. The court may determine the interest in the property of each party, decree a sale of the real property and distribute the proceeds accordingly to such findings. Procedures for the action and the manner of sale, the period for and manner of redemption from the sale and the execution of deed of conveyance shall be in accordance with the law and practice relating to foreclosures of mortgages upon real property. In any such action, the court may appoint a receiver of the real property involved in such action if equity so requires.

§ 160-7.2. Perpetuance of Lien.

- A. Any lien for total tax liability shall continue until a release of lien is filed by the General Government Director.
- B. Any person who purchases or repossesses real or personal property upon which a lien has been filed by the General Government Director for total tax liability shall be liable for a payment of such tax liability up to the value of the property taken or acquired.

§ 160-7.3. Release of Lien.

Upon payment of the total tax liability or enforcement of the lien, the General Government Director shall file a release of lien with the county clerk and recorder of the county in which the lien was filed.

§ 160-7.4. Civil Action to Recover Tax Due.

- A. Any unpaid total tax liability shall constitute a debt of the taxpayer to the Town and the General Government Director may request the Town Attorney to file a civil action in either the Municipal Court or the County District Court to collect such total tax liability.
- B. The return filed by a taxpayer or the notice of assessment issued by the General Government Director shall be prima facie proof of the total tax liability.
- C. If a judgment is obtained by the Town, collection of the total tax liability may be made by attachment, garnishment or other means authorized by law. When

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attachment is sought, no bond shall be required of the General Government Director nor shall any sheriff require of the General Government Director an indemnity bond for executing the writ of attachment or writ of execution upon any judgment.

§ 160-7.5. Jeopardy Assessment.

- A. Insurance. If collection of any total tax liability from a taxpayer, whether or not previously assessed, will be jeopardized by delay, the General Government Director may declare the taxable period immediately terminated, determine the total tax liability and issue a jeopardy assessment and demand for payment. Any total tax liability so assessed shall be due and payable immediately.
- B. Security for payment. Enforcement of a jeopardy assessment and demand for payment may be stayed if the taxpayer gives security for payment which is satisfactory to the General Government Director.
- C. Dispute of jeopardy assessment. If, in the opinion of the taxpayer, the jeopardy assessment is not for the correct amount of total tax liability, the taxpayer shall pay the total tax liability as assessed and submit a claim for refund to the Town.

§ 160-7.6. Seizure and Sale.

- A. Unless property is exempt by the Colorado Revised Statute from seizure and sale, the General Government Director may sign and issue a warrant directed to any employee or agent of the Town, or any sheriff of any county in the State, commanding the seizure and sale of personal property of the taxpayer on which a lien has attached for the repayment of the total tax liability.
 - 1. Such warrant may be issued if the total tax liability is not paid on or before twenty (20) days from the payment date of a notice of assessment and no protest of such assessment has been timely filed.
 - 2. Such warrant may be issued immediately if a jeopardy assessment and demand for payment have been issued.
- B. If the taxpayer does not volunteer entry to the premises, the General Government Director may apply to the Municipal Court of the Town for a warrant authorizing any employee or agent of the Town to search for and seize property located inside the Town to enforce the collection of total tax liability.
 - 1. The General Government Director shall demonstrate to the court that the premise to which entry is sought contains property that is subject to seizure and sale for total tax liability.

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2. If a jeopardy assessment and demand for payment has been issued, the General Government Director shall specify to the court why collection of the total tax liability will be jeopardized.
3. The procedures to be followed in issuing and executing a warrant pursuant to this subsection shall comply with Rule 21 of the Colorado Municipal Court Rules of Procedure.

C. Disposal of seized property.

1. A signed inventory of the property seized shall be made by the Town or its agent. Prior to the sale the owner or possessor shall be served with a copy of said inventory, a notice of the sum of the total tax liability and related expenses incurred to date and the time and place of sale.
2. A notice of the time and place of sale, together with a description of the property to be sold, shall be published in a newspaper of general circulation within the country where seizure is made or, in lieu thereof and in the discretion of the General Government Director, the notice shall be posted at the courthouse of the county where seizure is made, and in at least two (2) other places in the county.
3. The time fixed for the sale shall not be less than ten (10) days nor more than sixty (60) days from the date of the seizure. The sale may be postponed by the Town or its agent for no more than ninety (90) days from the date originally fixed for the sale.
4. The property shall be sold at public auction for not less than a fair minimum price, and if the amount bid for the property is less than the fair minimum price so fixed, the property may be declared to be purchased by the Town and the Town shall file a release of lien thereof. If the property is purchased by the Town, such property may be disposed of in the same manner as other Town property.
5. The property may be offered first by bulk bid, then subsequently for bid singularly or by lots, and the Town or its agent may accept the higher bid.
6. The property offered for sale may be redeemed if the owner or possessor or other person holding an unperfected chattel mortgage or other right of possession pays the total tax liability and all collection costs no less than twenty-four (24) hours before the sale.
7. The Town or its agent shall issue to each purchaser a certificate of sale which shall be prima facie evidence of its right to make the sale and transfer to the purchaser all right, title and interest of the taxpayer in and to the property sold.

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- a. When the property sold consists of certificates of stock, the certificate of sale shall be notice to any corporation, company or association to record the transfer on its books and records.
 - b. When the property sold consists of securities or other evidences of debt, the certificate of sale shall be good and valid evidence of title.
8. Any surplus remaining after satisfaction of total tax liability plus any costs of making the seizure and advertising the sale may be distributed by the Town first to other jurisdictions which have filed liens or claims of sales and use or personal property ad valorem taxes, and second to the owner, or such other person having a legal right thereto.
 9. The General Government Director shall submit a written account of the sale to Town Manager.
- D. Exempt property. Property of the taxpayer subject to seizure shall include the personal property of the taxpayer and the goods, stock in trade and business fixtures owned or used by any taxpayer including those used under lease, installment sale or other contract arrangement. Property exempt from seizure and sale shall include the personal property described as such in Section 160-7.1.
- E. Return of the property. The taxpayer or any person who claims ownership interest or right of possession in the seized property may petition the Municipal Court, if the property was seized pursuant to a warrant issued by the court, for the return of the property.
1. The grounds for return of the property shall be that the person has a perfected interest in such property which is superior to the Town's interest or that the property is exempt from the Town's lien.
 2. The finder of fact shall receive evidence on any issue of fact necessary to the decision of the petition. If the finder of fact determines, by a preponderance of the evidence, in favor of the taxpayer or other petitioner, the property shall be returned.

§ 160-7.7. Status of Tax Due in Bankruptcy and Receivership.

Whenever the business or property of any taxpayer is subject to receivership, bankruptcy or assignment for the benefit of creditors, or seized for property taxes, the total tax liability under this Article shall be a prior and preferred lien against all the property of the taxpayer. No sheriff, receiver, assignee nor other officer shall sell the property of any such taxpayer under process or order of any court, without first ascertaining from the General Government Director the amount of such total tax liability before making payment to any judgment creditor or other claimants.

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§ 160-7.8. **Violations, Summons and Complaint; Penalty.**

- A. It shall be a violation of this Article to fail to perform any applicable affirmative duty specified in this Article, including, but not limited to:
1. The failure of any person engaged in business in the Town to obtain a sales tax license, as required by this Article;
 2. The failure of any taxpayer to file a timely return or to make timely payment of any tax liability;
 3. The failure of any resident individual or business to comply with the registration requirements for automotive vehicles;
 4. The making of any false or fraudulent statement by any person in any return, claim for refund or hearing; or
 5. The evasion of collection of any tax by any person or the aiding or abetting of any other person in an attempt to evade the timely payment of tax due.
- B. The General Government Director may direct the issuance of a complaint and summons to appear before the Municipal Court of the Town to any person who the General Government Director reasonably believes has violated any portion of this Article or of the rules and regulations promulgated by the General Government Director to enforce this Article.
- C. Violations of this Article shall be punished by a fine or imprisonment or both, as provided in this Code. Each and every twenty-four-hour continuation of any violation shall constitute a distinct and separate offense.

§ 160-7.9. **Statute of Limitations.**

Unless the limitation period has been extended as provided in this Section, the statute of limitations for provision contained in this Article shall be as follows:

- A. Refunds.
1. Any claim for refund for disputed total tax liability shall be submitted to the Town on or before sixty (60) days from the date of such purchase.
 2. Any claim for refund resulting from a notice of overpayment shall be submitted to the Town on or before thirty (30) days after the date of such notice of overpayment.
 3. Any other claim for refund shall be filed on or before three (3) years after the date such overpayment was paid to the Town.

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- B. Assessments. No notice of assessment shall be issued more than three (3) years after:
1. The due date of such total tax liability;
 2. For a construction project which requires a Town building permit, the date the final certificate of occupancy was issued for such project; or
 3. For a construction project not requiring a Town building permit, the date of completion of the project.
- C. Liens. No notice of lien shall be issued more than three (3) years after the due date of the total tax liability. If the limitation period is extended, a notice of lien may be filed on or before thirty (30) days from the date of the notice of assessment issued for such extended period.
- D. Returns.
1. When a taxpayer fails or refuses to file a return, the total liability may be assessed and collected at any time without limitation.
 2. In the case of a false or fraudulent return filed with intent to evade tax, the total tax liability may be assessed, or proceedings for the collection of such total tax liability may be begun at any time without limitation.
- E. Protests. No protests of a notice of assessment or denial of a claim for refund shall be valid if submitted to the General Government Director in other than written form, or if submitted after the period allowed in this article.
- F. Limitation period extension. The limitation period may be extended only before its expiration, and if:
1. The taxpayer and the General Government Director agree in writing to extend the period; or
 2. The Town provides written notice to the taxpayer prior to the expiration of the period of limitation that the latter's records will be audited pursuant to this Article, in which case such period of limitation shall be extended until thirty (30) days after the date of any notice of assessment or overpayment that is issued as a result of such audit. Such notice of audit shall allow only for the audit of the taxpayers records that include reporting periods with due dates which fall within the thirty-six month period preceding the date of the notice of audit, or, if a Town building permit is required, the period between the issuance of such building permit and the issuance of a final certificate of occupancy.

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Division 8 General

§ 160-8.1. Legislative Intent.

H.B. 1007 enacted by the Fifty-Fifth Colorado General Assembly and approved by the Governor on June 6, 1985, sets forth the collection of sales and use taxes by home rule cities. This Article contains provisions which are consistent with some of those set forth in H.B. 1007. The Town Council finds that Article XX of the Colorado Constitution grants plenary power to home rule cities to levy and collect taxes within the Town limits. The Town Council does not endorse restrictions on the taxing power of home rule cities. It is the intent of the Town Council in enacting provisions consistent with H.B. 1007 to assist the business community, but not in any way to prejudice the Town's right to fully exercise its constitutional authority to levy and collect taxes within its boundaries.

§ 160-8.2. Sales Tax Licenses; Application and Content.

- A. It shall be unlawful for any person to engage in the business of selling retail within the Town without having first obtained a Town sales tax license.
- B. Persons for whom a license is required shall first submit an application stating the name and address of the person requesting such license; the name of the business being licensed and the character thereof; the location, including the street number of such business; and such other information as may be required by the General Government Director.
- C. Licenses shall be in effect through the end of the period for which they were issued; they shall be conditionally renewed upon renewal of the Town business license and the attendant payment of any and all appropriate Town business occupation taxes and Town sales taxes.
- D. Each sales tax license shall be numbered and shall show the name, location, mailing address and character of business of the licensee and shall be posted in a conspicuous place at the business location for which it is issued.
- E. No sales tax license shall be transferable. The new owner shall apply for a new license within thirty (30) days after any sales of a business.

§ 160-8.3. Sales Tax Licenses; Cancellation.

- A. The General Government Director may cancel any license:
 - 1. Upon receipt of a written notice that the taxpayer is no longer engaged in business in the Town;

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2. Upon the taxpayer's failure to respond to three (3) consecutive notices of delinquency. The General Government Director shall give notice to the taxpayer that the license has been canceled.
 3. After a reasonable notice and a full hearing, the General Government Director may issue a finding and order to cancel the license of any taxpayer found to have violated any provision of this Article.
- B. Appeal. Any person may appeal a finding and order canceling their license to the County District Court, pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.
- C. No taxpayer shall continue to engage in business in the Town after their license has been canceled.

§ 160-8.4. Transient/Temporary Vendors. [Amended 12-12-06, Ord. 06-36]

- A. Transient/temporary vendors are subject to and shall comply with the Town business license and shall pay the appropriate Town business occupation taxes as provided for elsewhere in this Code, in addition to obtaining a Town sales tax license as provided in Sections 160-8.2 and 160-8.4.
1. Its provision may not be delivered by a temporary association with another licensed entity unless that entity is a charitable organization based within the Town, or the Town itself, which charitable organization or the Town wishes to sponsor the transient/temporary vendor and thereby exempt the vendor from the provisions of this Section for sales which are infrequently conducted for which the charitable organization collects sales tax due in accordance with the provisions of this Article.
 2. Issuance of a license under this Article does not in any way relieve a transient/temporary vendor from responsibility of obtaining permission from respective property owners to set up displays and sell goods on private property; nor does it relieve such a vendor from paying required fees to charitable organizations which are conducting a special event when the vendor wishes to conduct sales in association with that event.
 3. Transient/temporary vendors will not be issued a sales tax license to sell unless application is received in the General Government Department at least twenty-four (24) hours in advance of selling in the Town; the issuance of a sales tax license by the Town does not relieve the application from any of the requirements of the Town business license. The review process required by the Town prior to issuing a business license will require a longer period of time than that required to issue a sales tax license.
- B. Any charitable organization which organizes or sponsors an event where transient/temporary vendors are expected to conduct sales shall be required to

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distribute to all participation vendors a packet of information furnished by the Town which shall inform said vendors of requirements and procedures to be met before sales in the Town may be conducted.

- C. Tax deposit required. Unless waived or reduced by the General Government Director, transient/temporary vendors shall deposit with the General Government Director a minimum of one hundred dollars (\$100.00), or such greater amount as the General Government Director may direct. The deposit shall be in cash or equivalent acceptable to the General Government Director which can be applied toward any imposed retail sales tax due on sales within the Town limits. Tax returns reflecting actual tax due must be completed within ten (10) days from the final date of sale. In no event shall the vendor be relieved of his or her obligation to remit sales tax due under this Article. The vendor may apply the deposit toward any tax owed. In the event that the signed return is not received by the General Government Director within ten (10) days from the final date of sale, the vendor shall waive the right to apply the deposit to the tax owed, and the deposit shall become nonrefundable.

§ 160-8.5 Special Events Sales Tax License and Collections.

- A. No special event may be conducted without the issuance of a special events license to the organizer of the event. The individual vendors participating in a special event need not individually obtain a license if a special events license has been issued to the organizer of the special event. If there is no special events organizer, the vendors at the special event must obtain their own sales tax license and collect and remit the tax to the Town pursuant to this Article. The organizer shall remit all taxes collected by the vendors who have a license but who elect to have the organizer remit the tax.
- B. No later than ten (10) days after the end of the special event, the special event organizer shall provide the General Government Director with a list of the names and addresses of all vendors of the special event, and a list of all tax license numbers of vendors who have obtained their own licenses for the event and are remitting the tax to the Town independently.
- C. Vendors or organizers of a special event must remit the sales tax they collect pursuant to Section 160-2.1 and complete a tax schedule on a form provided by the Finance Director.

§ 160-8.6. Sales by Charitable Organizations.

Charitable organizations making taxable sales or performing taxable services as defined in this Article shall collect sales tax and consumers shall pay sales tax on such sales or services, subject to the conditions set forth in this Article.

§ 160-8.7. Rate; Imposition and Collection; Distribution. [Added 02-08-05, Ord. 05-02]

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- A. Sales tax. There is hereby levied a tax or excise upon all sales of tangible personal property and services specified in Section 160-8.9 at a rate of two percent (2%).
- B. Imposition and collection. The tax specified in this Section is imposed upon the purchaser. Any seller engaged in business in the Town shall collect the tax and remit it to the Town pursuant to the schedule set forth in this Article.
- C. Distribution. At any time during which the Town shall have bonds outstanding to which all or a portion of the revenues derived from this Article are pledged, the town shall deposit in the Sales and Use Tax Capital Improvement Fund all or such portion of the revenues derived from the tax imposed by this Article as may be required to be placed in such fund by the ordinance of the town authorizing the issuance of such bonds. All revenues derived from this Article that are not required by this subsection to be placed in the Sales and Use Tax Capital Improvement Fund may be deposited in the town's General Fund or Capital Fund or any other fund established by the town to accomplish any lawful purpose. Moneys in the Sales and Use Tax Capital Improvement Fund may be used to pay bonds issued by the town to finance capital improvements in the town.

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§ 160-8.8. Map or Location Guide of Town Boundaries. [Amended 12-12-06, Ord. 06-36]

The General Government Director shall make available to any requesting vendor a map or location guide showing the boundaries of the Town. The requesting vendor may rely on such map or location guide and any update thereof available to such vendor in determining whether to collect a sales tax. No penalty shall be imposed or action for deficiency maintained against a vendor who in good faith complies with the most recent map or location guide.

§ 160-8.9. Transactions and Items Subject to Tax. [Amended 11-27-18, Ord. 18-14]

The tax levied by Section 160-8.7 shall apply to the following:

- A. All sales of tangible personal property at retail.
- B. Installation in the Town of equipment required to receive or transmit telecommunication service.
- C. Meals sold to the public or employees.
- D. All sales of food, including but not limited to:
 - 1. The amount paid for food or drink served or furnished in or by restaurants, cafes, lunch counters, cafeterias, hotels, drugstores, social clubs, nightclubs, cabarets, resorts, snack bars, caterers, carry-out shops, delicatessens, grocery stores, counters, and other like places of business at which prepared food or drink is regularly sold, including sales from pushcarts, motor vehicles and other mobile facilities.
 - 2. The total amount paid as a cover charge or for admission to an establishment that charges a single price for admission and food service.
 - 3. The amount paid for sales of meals by any of the employees of the aforementioned establishments, whether at full price or at reduced price, shall be included herein.
- E. Gas, electricity, steam, coal, wood, fuel oil or coke furnished for domestic, commercial or industrial consumption.
- F. Automotive vehicles sold, leased or rented in the Town.
- G. Services of an operator when furnished with the lease or rental of tangible personal property if such services are not separately stated.
- H. Coin-operated devices that dispense tangible personal property.

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- I. The rental fee, price or other consideration paid for the rental of any tangible personal property within the boundaries of the Town. Rentals shall include, but not be limited to, ski rentals, car rentals, bicycle rentals, skate rentals, snowboard rentals, other sporting goods rentals, VCR rentals and video cassette tape rentals. Such rentals for all purposes of this Article shall be deemed to be taxable.
- J. Telecommunications services.
- K. Lodging services.

§ 160-8.10. Exemptions from Sales Tax. [Amended 10-25-05, Ord. 05-25; 12-12-06, Ord. 06-36; 01-13-09, Ord. 08-18; 09-12-17, Ord. 17-08]

- A. The tax levied by Section 160-8.7 shall not apply to the following:
 - 1. Automotive vehicles sold to nonresidents of the Town for registration outside the Town.
 - 2. Tangible personal property that is to be used, stored or consumed outside the State by persons residing or doing business outside the State when the property is to be delivered to the purchaser outside the State by mail; by common, contract or commercial carrier that is employed to effect delivery by the vendor; or by the vendor's conveyance.
 - 3. Prosthetic devices and drugs dispensed in accordance with a prescription.
 - 4. All sales of therapeutic devices, appliances or related accessories. If such device, appliance or related accessory has a retail value of more than one hundred dollars (\$100.00), it must be sold in accordance with a written recommendation from a licensed doctor to qualify as a *therapeutic device* for purposes of this Code.
 - 5. All sales of medical supplies.
 - 6. Cigarettes.
 - 7. All direct sales to charitable organizational functions and activities, when billed to and paid for by the charitable organization.
 - 8. All individual sales of twenty-five dollars (\$25.00) or less by charitable organizations in the conduct of events or sales to generate funds for charitable purposes; provided that the sales shall not be conducted for more than three (3) consecutive days or more than nine (9) total days in any calendar year.

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9. All direct sales to the United States Government, the State, its departments or institutions, and the political subdivisions thereof in their governmental capacities only, when billed to and paid for by the governmental entity.
10. All sales which the Town is prohibited from taxing under the Constitution or laws of the United States, or of the State.
11. Tangible personal property sold to a public utility company or railroad doing business both inside and outside the Town, for use in its business operations outside the Town even though delivery thereof is made inside the Town.
12. Motor fuel upon which there has been accrued or paid either the gasoline tax or a special fuel tax, required by Article 27, of Title 39, C.R.S., and which is not subject to refund.
13. All wholesale sales.
14. Tangible personal property sold to a person engaged in manufacturing or processing for sale when the product being manufactured or processed is transformed in fact by the addition of the property, and such property becomes a constituent part of the finished product.
15. Commercial shipping materials.
16. Napkins, straws or eating utensils sold to a retailer when the following conditions are met:
 - a. The property is used in the consumption of food purchased;
 - b. The cost of the property is included in the price of an item which is sold separately; rather than included in the price of a service; and
 - c. The property is not returnable or intended for reuse.
17. Newsprint and printer's ink for use by publishers, newspapers and commercial printers.
18. Newspapers.
19. Tangible personal property sold for rental or leasing inventory, including but not limited to coin operated devices, provided that such property is not otherwise used except for customer demonstration or display.
20. Labor sold with tangible personal property, if such labor is stated separately on the invoice from the tangible personal property sold; except that manufacturing or fabricating or other processing labor shall not be exempt.

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21. Tangible personal property sold through coin-operated devices for a price of twenty-five cents (\$.25) or less.
22. Food purchased with federal food stamps or with funds provided by the special supplemental food program for women, infants and children (42 U.S.C #1786), from retailers who qualify as follows:
 - a. Retail food stores which primarily sell food for home preparation and consumption and in which one (1) or more staple food items make up more than fifty percent (50%) of eligible food sales. These stores shall include: full-line grocery stores; convenience stores; stores which sell meat, poultry or fish; stands which sell agricultural commodities; farmers' markets; milk routes; bread routes; day-old bread stores; bakeries which sell bread; and nonprofit cooperative food-purchasing ventures which are properly licensed to sell food in the State and locality in which they are operating.
 - b. Firms whose primary business is not the sale of food for home preparation and consumption, but who have recognized grocery departments in which staple foods make up more than fifty percent (50%) of eligible food sales.
23. Meals purchased with federal food stamps or with funds provided by the special supplemental food program for women, infants and children (42 U.S.C. Section 1786), in the following instances:
 - a. The meals are prepared for and served to residents of federally subsidized housing for the elderly; or are prepared for and served to persons who are sixty (60) years of age or over or who receive supplemental security income benefits, and their spouses, in senior citizens centers, apartment buildings occupied primarily by such persons, public or private nonprofit establishments (eating or otherwise) that contract with the appropriate agency of the State to offer meals for such persons at concession prices;
 - b. The meals are prepared for and delivered to persons sixty (60) years of age or over and person who are physically or mentally handicapped or otherwise so disabled that they are unable adequately to prepare all of their meals, when such meals are prepared for and delivered to them (and their spouses) at their home by a public or private nonprofit organization or by a private establishment that contracts with the appropriate state agency to perform such services at concession prices;
 - c. The meals are prepared for and served to narcotics addicts or alcoholics as part of drug addiction or alcoholic treatment and rehabilitation programs;
 - d. The meals are prepared for and served to disabled or blind recipients of federal financial benefits under the Social Security Act who are residents in a public or private nonprofit group living arrangement that is certified for no

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more than sixteen (16) residents by the appropriate state agency or agencies under regulations issued under the Social Security Act; or

- e. The meals are prepared for and served to women and children temporarily residing in public or private nonprofit shelters for battered women and children.

24. Carrier access services.

25. Modified or customized software programs, but not including pre-written software programs.

26. Garage sales or yard sales in a residential area, not exceeding a consecutive three-day period nor a total of nine (9) days per calendar year, but not including sales conducted by a professional or compensated agent of the owner of the items to be sold.

27. All sales of feed for livestock.

28. All sales made before July 1, 2014, of wood from salvaged trees killed or infested in Colorado by mountain pine beetles, including but not limited to products such as lumber, furniture built from the salvaged trees, and fire wood, wood chips or wood pellets generated from the salvaged trees. For purposes of this exemption, a wholesaler or retailer shall certify on a form prescribed by the General Government Director that a product is from salvaged trees killed or infested in Colorado by mountain pine beetles. This subsection 28 is repealed, effective July 1, 2014.

- B. The list of exemptions shall not be increased by implication or similarity.

§ 160-8.11. Installment Sales Transactions.

Whenever taxable tangible personal property is sold under a conditional sales contract whereby the seller retains title as security for all or part of the price, or whenever the seller take a chattel mortgage on such tangible personal property to secure all or part of the price, the full price of such property shall be reported for the period in which the sale was made. No refund or credit shall be allowed to either party to the transaction in case of repossession.

§ 160-8.12. Nonresident Retailers.

Any retailer engaged in business in the Town, but not maintaining an office in the Town, who sells tangible personal property or taxable services, may petition the General Government Director to establish an alternate method of determining tax due. If the General Government Director finds that the imposition of the tax on an individual sales basis will impose an unnecessary hardship on the retailer, and if the type and occasion

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of sale so warrants, the General Government Director may establish such alternate method.

§ 160-8.13. Intercity Claims for Recovery.

The intent of this Section is to streamline and standardize procedures related to situations where tax has been remitted to the incorrect municipality. It is not intended to reduce or eliminate the responsibilities of the taxpayer or vendor to correctly pay, collect and remit sales taxes to the Town.

- A. As used herein, *claim for recover* means a claim for reimbursement of sales tax from another jurisdiction.
- B. When it is determined by the Director of General Government of the Town that sales tax owed to the Town has been reported and paid to another taxing jurisdiction, the Town shall promptly notify the vendor that taxes are being improperly collected and remitted, and that as of the date of the notice the vendor must cease improper tax collections and remittances.
- C. The Town may make a written claim for recover directly to the municipality that received a tax or penalty and interest owed to the Town; or, in the alternative, may institute procedures for collection of the tax from the taxpayer or vendor. The decision to make a claim for recovery lies in the sole discretion of the Town. Any claim for recover shall include a properly executed release of claim, from the taxpayer and vendor releasing its claim to the taxes paid to the wrong taxing jurisdiction, evidence to substantiate the claim, and a request that the taxing jurisdiction approve or deny in whole or in part, the claim within ninety (90) days of its receipt. The taxing jurisdiction to which the Town submits a claim for recover may, for good cause, request an extension of time to investigate the claim, and approval of such extension by the Town shall not be unreasonably withheld.
- D. Within ninety (90) days after receipt of a claim for recovery, the Town shall verify to its satisfaction whether or not all or a portion of the tax claimed was improperly received, and shall notify the taxing jurisdiction submitting the claim in writing that the claim is either approved or denied in whole or in part, the Town shall remit the undisputed amount within the thirty (30) days of approval. If a claim is submitted jointly by another taxing jurisdiction and a vendor or taxpayer, the check shall be made to the parties jointly. Denial of a claim for recovery may only be made for good cause.
- E. The Town may deny a claim on the grounds that it has previously paid a claim for recovery arising out of an audit of the same taxpayer.
- F. The period subject to a claim for recovery shall be limited to the thirty-six month period prior to the date the taxing jurisdiction that was wrongly paid receives the claim for recovery.

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§ 160-8.14. Effective Date.

This Article shall be effective on and after July 1, 2005. Prior to that date, the provisions of Chapter 160 of the Frisco Town Code in force and effect prior to July 1, 2005 shall apply.

§ 160-8.15 Remittance of Tax – Electronic Database – Retailer Held Harmless. [Added 12-11-07, Ord. 07-20]

- A. Any retailer that collects and remits sales tax to the town as provided in this Article may use an electronic database of state addresses that is certified by the Colorado Department of Revenue pursuant to § 39-26-105.3, C.R.S., as amended, to determine the jurisdictions to which tax is owed.
- B. Any retailer that uses the data contained in an electronic database certified by the Colorado Department of Revenue pursuant to § 39-26-105.3, C.R.S., as amended, to determine the jurisdictions to which tax is owed shall be held harmless for any tax, penalty or interest owed the town that would otherwise be due solely as a result of an error in the electronic database on the date the sale occurred. Each retailer shall keep and preserve such records as may be prescribed by the General Government Director to demonstrate that it used the most current information available in the electronic database on the date that the sale occurred. Notwithstanding the above, if the error in collecting and remitting is the result of a deceptive representation, a false representation, or fraud, the provisions of this section shall not apply.

ARTICLE II

Real Estate Investment Fee [Adopted 06-06-89, Ord. 89-18¹]

§ 160-10. Title.

This Article shall be known and may be cited as the "Frisco Real Estate Investment Fee Chapter."

§ 160-11. Fee Imposed.

There is hereby imposed a fee on all transfers, whether by deeds or other documents or otherwise, by which lands, tenements or other interests in real property located in the town are sold, granted, assigned, transferred, exchanged or otherwise conveyed to or vested in a purchaser or group of purchasers or any other person or persons, except as may be exempted by § 160 15 of the Article. The investment fee shall be due and payable at the time of transfer of property as specified herein.

¹Editor's Note: This ordinance provided that it shall become effective 8-5-89 at 12:01 a.m.

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§ 160-12. Definitions. [Amended 09-07-99, Ord. 99-14, 10-17-00, Ord. 00-15; 02-27-07, Ord. 07-06; 02-12-08, Ord. 08-05]

As used in this Article, the following terms shall have the meanings indicated:

AFFORDABLE HOUSING UNIT – A residential real property that is subject to the Town’s standard form of residential housing restrictive covenant or other deed restriction, covenant, or similar instrument that was established for the purpose of providing a low or moderate priced housing unit for sale to a low or moderate income person; provided, however, that if the residential real property is not subject to the Town’s standard form of residential housing restrictive covenant, the property shall qualify as an “affordable housing unit” pursuant to this paragraph only if the Town Manager determines that the other deed restriction, covenant, or similar instrument is substantially similar in its legal effect to the Town’s standard form of residential housing restrictive covenant.

CONSIDERATION - The "gross consideration" paid for the real property affected by the transfer shall include actual cash paid, the amount of money equivalent of real and personal property delivered or conveyed in exchange for the transfer, or contracted to be paid or delivered or conveyed, in return for the transfer of ownership or interests in real property, and shall include the amounts of any lien, mortgage, contract indebtedness or other encumbrance or debt, either given to secure the purchase price, or any part thereof, or remaining unpaid on the property at the time of the transfer. "Gross consideration" shall not include the amount of any outstanding lien or encumbrance in favor of the United States, the State of Colorado or of a municipal or quasi-government corporation or district for taxes, special benefits or improvements.

LOCAL EXEMPTION – An exemption from part of all of the Real Estate Investment Fee for Qualified Purchasers. The following criteria shall be met and the amount of the Local Exemption shall be calculated as follows:

- A. For a Qualified Purchaser who earns less than 80 percent of the Summit County Median Income, the first \$200,000 of the purchase price of the real property.
- B. For a Qualified Purchaser who earns 80-100 percent of the Summit county median Income, the first \$175,000 of the purchase price of the real property.
- C. For a Qualified Purchaser who earns 100-120 percent of the Summit County Median Income, the first \$100,000 of the purchase price of the real property.
- D. Assets cannot exceed \$10,000 (does not include clothing, furnishings, autos, or retirement accounts).

PERSON - Any individual, corporation, business trust, estate, trust, partnership, association or any other legal entity.

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QUALIFIED EMPLOYEE – A person who is employed in Frisco and who (i) works an average of at least 30 hours per week, and (ii) earns no more than 120 percent of the Summit County Median Income. For a permanent employee (either part-time or full-time), the calculation of average hours worked shall be made on an annual basis; for a seasonal employee, such calculation shall be made on a seasonal basis.

QUALIFIED PURCHASER – A person who: (i) is a Qualified Employee or Qualified Resident, (ii) does not hold title to any other residential real property, (iii) does not have in his or her household any other person who holds title to any residential real property, and (iv) has been employed for the previous twelve (12) months or has been a full-time student immediately prior to the purchase of a unit.

QUALIFIED RESIDENT – A person who has lived in the Town of Frisco for at least twelve (12) consecutive months. Residents of Bills Ranch, Giberson Tract, Wiborg Park, Evergreen, Frisco Heights, and Frisco Terrace Subdivisions will also be considered as a qualified resident.

REAL ESTATE INVESTMENT FEE - The fee imposed by this Article on the transfer of real property.

REAL PROPERTY—Real property, as defined by and under the laws of the State of Colorado. (See Section 38-30-150, Colorado Revised Statutes 1973.)

SUMMIT COUNTY MEDIAN INCOME – For purposes of this Section 160, Summit County Median Income shall mean the median income rates established from time to time by the Town, by reference to data compiled by the U.S. Department of Housing and Urban Development, increased by \$20,000 for each category.

TOWN MANAGER—Includes the Town Manager, the Assistant Town Manager, Town Clerk and any other person designated by the Town Council.

TRANSFER— Includes, whether or not the same is in writing or recorded, any sale, grant assignment, transfer exchange or conveyance of any ownership or title to real property situated in the town.

§ 160-13. Fee to be Remitted to Town.

Each transfer of property as described in § 160-12 above is subject to the real estate investment fee. The real estate investment fee shall be remitted to the town by either the seller or buyer or any person or persons involved with the transaction of said transfer of real property.

§ 160-14. Amount of Fee. [Amended 07-02-91, Ord. 91-14; 02-27-07, Ord. 07-06]

The real estate investment fee payable shall be one percent (1%) of the consideration. The real estate investment fees collected pursuant to this Article shall be expended for

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recreation and open space unless the council determines from time to time that the funds should be expended on capital projects that benefit the town.

§ 160-15. Exemptions. [Amended 09-07-99, Ord. 99-14; 02-12-08, Ord. 08-05; 08-12-08, Ord. 08-11]

The real estate investment fee imposed by this Article shall not apply to:

- A. Any transfer where there is no consideration or when the consideration is five hundred dollars (\$500.) or less.
- B. Any transfer wherein the United States or any agency of the state, any county, city, municipality, district or other political subdivision of the state is either the grantor or grantee.
- C. A gift of real property, where there is no consideration other than love and affection or a charitable donation.
- D. Any transfer between the same parties creating or terminating a co-ownership in real property. However, if additional consideration or value is paid in connection with such creation or termination, the fee shall apply and be based upon the additional consideration.
- E. The transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution or otherwise.
- F. Transfer made pursuant to reorganization, merger or consolidation of corporations or by a subsidiary to a parent corporation for no consideration other than cancellation or surrender of the subsidiary's stock or transfers made to a corporation, partnership, limited partnership, joint venture, business trust or other association or organization if that association or organization is owned by the persons by whom such transfer was made, if such owners have the same relative interests in said association or organization as they had in the real property immediately prior to said transfer and there is no consideration other than their respective interests in the new association or organization or transfers made from a corporation, partnership, limited partnership, joint venture, business trust or other association or organization to a corporation, partnership, limited partnership, joint venture, business trust or other association or organization if, at the time of transfer, the identities and ownership interests of the persons who own the transferor association or organization are the same as the identities and ownership interests of the persons who own the transferee association or organization, whether or not consideration for the transfer is provided.
- G. Any transfer made pursuant to a confirmed bankruptcy plan or pursuant to an order by a court of competent jurisdiction under the Bankruptcy Code or in an equity receivership proceeding.

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- H. Any transfer made and delivered without consideration for the purpose of confirming, correcting, modifying or supplementing a transfer previously recorded: making minor boundary adjustments; removing clouds of titles; or granting rights-of-way, easements or licenses.
- I. Any decree or order of a court of record quieting, determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding.
- J. Any transfer between spouses or former spouses made pursuant to a separation agreement, decree of legal separation or dissolution of marriage.
- K. Any transfer of cemetery lots.
- L. Any lease of real property.
- M. Transfer to secure a debt or other obligation or releases of real property which is security for a debt or other obligation.
- N. Any transfer by deed in lieu of foreclosure if:
 - 1. Such transfer shall be exempt only if the grantee in such deed is the person holding the obligation or instrument which is being canceled, in whole or in part, in exchange for the transfer; and
 - 2. Such transfer shall be exempt only to the extent of the amount of the obligation which is being canceled, in whole or in part, in exchange for the transfer.
- O. Any transfer by sheriff's deed, trustee's deed or other conveyance of real property in connection with an execution sale; foreclosure sale by the public trustee under a power of sale; court decree foreclosing a mortgage, deed of trust or other security instrument or court decree of lien foreclosure. provided that:
 - 1. Such transfer shall be exempt only if the grantee is the person holding the obligation or instrument upon which the proceeding is based; and
 - 2. Such transfer shall be exempt only to the extent of the obligation to be satisfied at the execution or foreclosure sale and any obligations to prior lien holders paid from the sale.
- P. Any executory contract for the sale of real property of less than three (3) years duration under which the purchaser is entitled to or does take possession thereof without acquiring title thereto or any assignment or cancellation of any such contract, provided that the fee imposed by this Article shall be paid when the vendee acquires title to the property.²

²Editor's Note: Former Subsections Q and R, as amended, which dealt with transfers made pursuant to a sales contract and which immediately followed this subsection, were repealed 7-2-1991 by Ord. No. 91-14.

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- Q. Any transfer to a Qualified Purchaser under the Local Exemption.
- R. Any transfer of an Affordable Housing Unit.

§ 160-16. Application for Exemption.

- A. In the event of any transfer claimed to be exempt from the real estate investment fee herein imposed, the grantor or purchaser may apply for and obtain from the Town Manager a certificate of exemption, which must be affixed to the deed or instrument of transfer prior to the recording of the deed. Any application to certify the exemption shall be filed in the office of the Town Manager no less than three (3) business days prior to the date that the transaction fee is payable to the town. The burden of proving any exemptions shall be in all cases upon the one claiming it. Provided, further, that the exemption provided in §160-15 shall be available only if applied for prior to the date that the investment fee is payable to the town.
- B. Any person whose claim of exemption duly applied for under the provisions of this section is denied by the Town Manager may appeal to the Town Council within thirty (30) days after the denial for a review of the denial of the exemption. Such appeal shall be considered by the Town Council within thirty (30) days of receipt of the same. In the event of a determination by the Town Council favorable to the appellant by a majority of the Council members present, any amount previously paid shall be promptly refunded to the person paying the same plus interest not exceeding four percent (4%) of the amount paid from the date of payment to the date of refund. If a decision is not made by the Town Council within thirty (30) days of the receipt of the appeal, the decision will be deemed favorable to the appellant. The town and the appellant may agree to a continuance of the matter for a period not to exceed six (6) months after the receipt of the appeal.
- C. In case of an application for an exemption which is properly applied for but not granted before the transfer takes place, the fee shall be paid as required by this Article. Thereafter, if the exemption shall be allowed, upon application to the Town Manager, the person who has paid said fees shall be entitled to a refund.

§ 160-17. Applicability of Fee.

The fee imposed under authority of this Article shall be computed only with respect to real property located within the town, and the fee shall be assessed based on that part of the consideration attributable to such real property located within the town.

§ 160-18. Enforcement.

- A. The Town Manager is charged with the enforcement of the provisions of this chapter and is hereby authorized and empowered to prescribe, adopt, promulgate and enforce rules and regulations pertaining to thereto.

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- B. At the time of any transfer upon which a fee is imposed or which is claimed to be exempt under this Article, there shall be made a report to the Town Manager on forms prescribed by him, setting forth the true, complete and actual consideration for the transfer, the name of the parties thereto. The location of the real property transferred. The basis of the claimed exemption and such other information as he may require.
- C. For the purpose of collection of the fees imposed by this Article, all banks, title companies, escrow companies, building and loan Institutions, attorneys, real estate agencies or other closing agents or agencies permitted as such to do business under the laws of the State of Colorado may collect the real estate investment fee (holding said funds in trust for the town) and remit the same to the town for and or behalf of the purchaser forthwith. Said funds shall not be commingled with other funds of the collector.

§ 160-19. Due Dates; Delinquencies; Penalties Interest; Evasion. [Amended 12-12-06, Ord. 06-36]

- A. The fee imposed under this Article is due and payable at the time of the transfer and is delinquent if it remains unpaid for thirty (30) days thereafter. In the event that the fee is not paid prior to becoming delinquent, a delinquency penalty of ten percent (10%) of the amount of fee shall accrue for each thirty-day period during which the fee has not been paid. In the event that a portion of the fee is paid prior to becoming delinquent, the penalty shall only accrue as to the portion which is delinquent. Interest shall accrue at the rate of one and five-tenths percent (1.5%) per month, or a fraction thereof, on the amount of fee, exclusive of penalties, from the date the fee becomes delinquent to the date of payment. Interest and penalty accrued shall become part of the fee.
- B. Any person liable for a real estate investment fee upon a transfer who shall cause the deed, instrument of conveyance or document evidencing said transfer to be filed of record in the office of the Summit County Clerk and Recorder or who shall attempt to so record any such document before the real estate investment fee and all penalties and interest thereon have been paid in full shall be in violation of this Article.
- C. Violations; evasion of collection or payment of tax. It shall be a violation of this Article for any person to make any false or fraudulent return or remittance, to make any false statement in connection with any remittance or in connection with any application for an exemption or in any manner to evade the collection or payment of the tax, or any part thereof, imposed by this Article. It shall be a violation of this Article for any person to aid or abet any other person in any attempt to evade the collection or payment of the tax, or any part thereof imposed by this Article.

§ 160-20. Fee to Become Lien.

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- A. The fee imposed by this Article, and any penalty and interest due thereon, if not paid when due, and all costs of collection of said fee, penalty and interest, shall constitute a perpetual lien on the real property transferred in the amount applicable to each lot or parcel of real property transferred and shall have priority over all other liens except general tax liens and special improvement district assessment liens. Except as mentioned, the lien for said fee shall be and until paid shall remain a first and prior lien superior to all other liens upon said property and shall take precedence on such property over other liens or claims of whatsoever kind or nature. Said lien shall continue until the amount thereof is paid or until its discharge of record by foreclosure or otherwise.
- B. The recording of this Article in the office of the Clerk and Recorder of the County of Summit, State of Colorado, shall constitute notice to all persons interested in the transfer of real property of the existence of and the lien imposed by the real estate investment fee.
- C. If the fee is unpaid and delinquent, the Town Manager shall cause written notification to the purchaser or person to whom the transfer is made at the address shown on any deed or instrument evidencing the transfer, or their last known address, of said delinquency. Said notification shall be mailed certified or registered mail, postage prepaid, return receipt requested, and shall be effective on the date of mailing. If the fee, penalty and interest are not paid within thirty (30) days of the effective date of the notification, the Town Manager shall commence foreclosure of the lien for said fee in the same manner as the foreclosure of a mortgage in accordance with Colorado law.
- D. The amount of the fee, penalty and interest imposed under the provisions of this Article shall be deemed a debt to the town. Any person owing money to the town under the provisions of this Article shall be liable to an action brought in the name of the town for the recovery of such amount.
- E. Any person who violates this Article may be punished by a fine not exceeding three hundred dollars (\$300) or imprisonment for a period of not more than ninety (90) days, or both such fine and imprisonment.
- F. Any remedies provided for herein shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law.

§ 160-21. Report to be Prepared.

The Town Manager shall cause to be prepared a report of the receipts from the real estate investment fee, expenditures made in the preceding fiscal year. Funds into which the proceeds have been disposition of those funds, the projected revenue and expenditures for the next fiscal year.

ARTICLE III Utility Tax

TAXATION

[Adopted 10-15-91, Ord. 91-21]

§ 160-22. Construal of Provisions.

The tax levied herein is upon occupations and businesses in the performance of local functions and shall not be construed as a franchise.

§ 160-23. Telephone Utility Tax.

There is effective January 1, 1992, levied on and against all telephone utility companies maintaining facilities and carrying on functions and operations within the town, a tax on the occupation and business of maintaining a telephone exchange and lines and supplying telephone service to the inhabitants of the town. Telephone utility companies shall include interstate telephone service provided by independent interstate providers who purchase use of local phone networks to originate or complete their interstate calls in the Town of Frisco.

- A. Amount. The amount of such tax shall be one thousand dollars (\$1,000) per year, plus five dollars (\$5) per telephone account for which local exchange telephone service is provided within the corporate limits of the Town of Frisco.
- B. Mode of payment. Said taxes shall be due and payable in four (4) quarterly installments paid on the last business day of the months of March, June, September and December.
- C. Reporting. Thirty (30) days after the date on which the tax begins to accrue, each telephone utility company shall file with the Town Clerk a statement showing the total telephone accounts for which local exchange telephone service was provided within the corporate limits of the town on said date.
- D. Failure to pay. If any telephone utility company subject to the provisions of this section shall fail to pay the taxes as herein provided, the full amount thereof shall be due and collected from such company, and the same, together with an additional twelve percent (12%) of the amount of taxes due, shall be and hereby is declared to be a debt due and owing from such company to the town.
- E. Inspection. The town shall have the right at reasonable times to examine the books and records of the telephone utility companies which are subject to the provisions of this section and to make copies of the entries or contents thereof.
- F. Exemption. The tax herein provided shall be in lieu of all other occupation taxes on the privilege of doing business in the Town of Frisco.

§ 160-24. Violations and Penalties.

If any officer, agent or manager of a utility company which is subject to the provisions of this Article shall fail, neglect or refuse to pay any tax levied by this Article in the manner herein prescribed, said officer, agent, manager or person shall, on conviction thereof,

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be subject to such penalties as are provided in the Chapter 1, General Provisions, Article I, of the Town of Frisco Code.

§ 160-25. Severability.

If any part of this Article shall be held unconstitutional or invalid, the remainder of this Article shall continue in full force and effect, it being the legislative intent that this Article would have been adopted even if such unconstitutional or invalid matter had not been included herein.

ARTICLE IV **LODGING TAX** [Added 01-01-04, Ord. 03-17]

§ 160-26. Short Title.

The ordinance codified in this Article shall be known as the Lodging Tax Ordinance.

§ 160-27. Legislative Intent.

The Town of Frisco hereby finds and declares that the creation of town capital improvements and amenities that will enhance the viability of the town as a premier destination resort is of primary importance in maintaining the community identity, environmental desirability and economic health of the town. The Town of Frisco further finds that it is appropriate to fund amenities to be used by tourists, and that will promote tourism within the town, by revenue generated by activities enjoyed by tourists and citizens in the town. It is therefore necessary and appropriate to impose a tax on lodging in the town in order to preserve, promote and enhance the community identity, environmental desirability and economic health of the town. It is therefore declared to be the legislative intent of the Town of Frisco that every person who purchases lodging in the town is exercising a taxable privilege, and shall pay the tax imposed by this Article. It is further declared that every person who sells lodging in the town shall collect the tax imposed by this Article.

§ 160-28. Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

GROSS LODGING SALES means the total received in money, credit, property or other consideration valued in money for all sales and purchases of lodging, that are subject to the tax imposed by this Article.

LODGING means the transaction of furnishing a room or other accommodation by any person to another person who, for consideration, whether or not paid in cash, uses, possesses, or has the right to use or possess any room or other accommodation in a

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hotel, apartment hotel, town home, condominium building, time share building, lodging house, motor hotel, guest house, bed and breakfast residence, guest ranch, mobile home, auto camp, trailer court, or trailer park in the town under any agreement, concession, permit, right of access, license or otherwise. This definition shall not apply to the transaction of furnishing rooms for meetings or exhibitions.

MANAGER means the manager of the town; "manager" shall also include such person's designee.

PERSON means any individual, firm, limited liability company, partnership, joint venture, corporation, estate or trust, receiver, trustee, assignee, lessee, or any person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any group or combination acting as a unit.

PURCHASE OR SALE means the acquisition for consideration by any person of lodging.

PURCHASER means any person who has purchased lodging or to whom lodging has been sold.

TAX means the lodging tax payable by the purchaser or due from a vendor.

TAXPAYER means any person obligated to collect and/or pay lodging tax under this Article.

TOWN means the Town of Frisco, Colorado.

TREASURER means the treasurer of the town; "treasurer" shall also include such person's designee.

VENDOR means any person selling lodging.

§ 160-29. License Required.

Every person with a duty to collect the tax imposed in this Article shall obtain a business license pursuant to Article I of Chapter 110 of the Frisco Code.

§ 160-30. Imposition of the Tax.

- A. Effective January 1, 2004, there is hereby levied a tax in the amount of 2.35% of the purchase price paid or charged for lodging within the town.
- B. In all cases, the purchase price paid or charged shall exclude the sale of any goods, services, or commodities other than lodging and otherwise taxed under Article I of this Chapter.

§ 160-31. Exemptions.

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The following sales and purchases are exempt from the tax imposed by this Article:

- A. All sales to any person who is, in fact, a resident of, and who enters into or has entered into, a written agreement for lodging for a period of at least 30 consecutive days.
- B. All sales to the United States Government and to the State, their departments or institutions and the political subdivisions thereof, including the town and its departments, in their governmental capacities only.
- C. Religious, charitable, and quasi-governmental organizations, but only in the conduct of their regular religious, charitable and quasi-governmental capacities and only if such organization has obtained an exempt organization license and furnishes the exempt tax license to the person who sells lodging to the organization.

§ 160-32. Receipts; Disposition. [Amended 01-24-06, Ord. 06-01, 11-09-12, Ord. 12-06]

- A. The monies received by the treasurer from the tax imposed and collected pursuant to this Article shall be deposited in the general fund, the capital improvements fund, or such other fund as the Town Council may from time to time determine, and shall be used specifically for economic development, special events, advertising and marketing, recreation amenities, multi-purpose facilities, open space, and similar uses, including operation and maintenance thereof, the decision as to the proportion of revenue to be allocated to any such uses being made by ordinance of the Town Council.
- B. For the year 2012 and future years:
 - 1. 45% for advertising and marketing in the form of funding of the Frisco Information Center.
 - 2. 20% for economic development.
 - 3. 20% for recreational amenities, multi-purpose facilities, and/or open space.
 - 4. 15% for operation and maintenance of recreation amenities, multi-purpose facilities, and/or tourism-related operation and maintenance expenses.

Actual expenditures, reserves for future capital expenditures, and other allocations of the proceeds from the tax on lodging shall be accomplished by the Town Council through the budget process, in accordance with the percentages stated in this Subsection B.

§ 160-33. Authorization for Collection, etc. of Lodging Tax Revenues.

TAXATION

The registered electors of the Town of Frisco hereby authorize the revenue change caused by the collection, retention and expenditure of all tax revenues generated by the passage of this Article, notwithstanding the limitations of Article X, Section 20 of the Colorado Constitution or any other law, such collection, retention or expenditure being outside of and apart from any other expenditure of the town that may be so limited. Expenditures of tax revenues generated by the passage of this Article shall not be counted in the base or in the increment for purposes of any such expenditure limitation. If this provision shall be declared invalid for any reason, it shall be severed from this Article, and pro rata adjustments shall be made to all funds to avoid any distortion of spending limits by virtue of the dedications of revenue set forth herein.

§ 160-34. Collection of Tax.

- A. Every vendor making taxable sales of lodging to purchasers in the town is required to collect the tax imposed by this Article from such purchasers at the time such sales are made.
- B. The tax required to be collected by this section shall be stated and charged separately from the purchase price on any record made at the time of the sale or at such later time when evidence of the sale is issued by the vendor. When added, such tax shall constitute part of the purchase price and shall be a debt from the purchaser to the vendor until paid, which shall be recoverable at law by the vendor in the same manner as other debts.
- C. All taxes paid by the purchaser to the vendor under this Article shall remain the property of the town, to be held in trust by the vendor for the sole use and benefit of the town until remitted to the treasurer.
- D. Taxes paid on the amount of gross lodging sales that are represented by accounts found to be worthless and that are lawfully charged off as bad debts by the vendor for federal and state income tax purposes may be credited upon a subsequent payment of tax as provided for in this Article; provided, however, that if any such accounts are thereafter collected by the vendor, a tax shall be paid to the town upon the amount so collected.

§ 160-35. Vendor Responsible for Payment of Tax.

- A. Every vendor shall be liable and responsible to the town for the monthly payment of an amount equivalent to 2.35% of all such vendor's gross lodging sales, plus any tax collected by such vendor in excess of this amount.
- B. Prior to the twentieth day of each month, every vendor shall make a return to the treasurer of the preceding calendar month and shall remit to the treasurer simultaneously therewith the total amount of tax due and owing to the town as provided by this section. Each monthly return shall be made in such manner and upon such forms as the treasurer may prescribe.

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- C. If the accounting methods regularly employed by the vendor are such that monthly returns will impose an unnecessary hardship upon such vendor, the treasurer, upon written request of the vendor, may accept returns at intervals that, in the treasurer's opinion, are more convenient for the vendor and that do not jeopardize collection of the tax; provided, however, that the treasurer may, by rule, permit a vendor who collects less than \$150.00 tax per month to make returns and pay tax at intervals not greater than three months.

§ 160-36. Excess Tax; Remittance.

If any vendor, during any reporting period, collects as a tax an amount in excess of 2.35% of its total gross lodging sales, then it shall remit to the treasurer the full net amount of the tax imposed in this Article and also such excess amount. The retention by the vendor of any excess amount of tax collections over the 2.35% of the total gross lodging sales of such vendor or the intentional failure to remit punctually to the treasurer the full amount required to be remitted by the provisions of this Article is declared to be a violation of this Article and shall be recovered, together with interest, penalties and costs, as provided in § 160-45.

§ 160-37. Liability for Tax.

- A. It is unlawful for any purchaser to fail to pay, or for any vendor to fail to collect, the tax levied by this Article.
- B. It is unlawful for any vendor to advertise or hold out or state to the public or to any customer, directly or indirectly, that the tax or any part thereof imposed by this Article shall be assumed or absorbed by the vendor or that it shall not be added to the selling price of the lodging or, if added, that it or any part thereof shall be refunded.
- C. The burden of proving that any transaction is not subject to the tax imposed by this Article shall be upon the person upon whom the duty to collect the tax is imposed.

§ 160-38. Tax Additional.

The tax imposed by this Article shall be in addition to all other licenses, fees and taxes imposed by law, except as otherwise provided in this Article.

§ 160-39. Map or Location Guide of Town Boundaries.

The treasurer shall make available to any requesting vendor a map or location guide showing the boundaries of the town. The requesting vendor may rely on such map or location guide and any update thereof available to such vendor in determining whether to collect a lodging tax. No penalty shall be imposed or action for deficiency maintained

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against a vendor who in good faith complies with the most recent map or location guide available to such vendor.

§ 160-40. Audit by Treasurer; Duty to Keep Records.

- A. For the purpose of ascertaining general compliance with this Article, it shall be the duty of the treasurer to conduct periodic audits of taxpayers within the town. In conducting any such audit, or for the purpose of determining the correctness of a return or the amount of tax due from any taxpayer, the treasurer may investigate concerning any matters covered by this Article and in the course thereof may examine any relevant books, papers, records or memoranda of any taxpayer, and may require the attendance of such taxpayer, or of any person having knowledge, as may be necessary properly to ascertain any tax liability.
- B. It is the duty of every taxpayer to keep and preserve suitable records and such other books or accounts as may be necessary to determine the amount of tax for the collection of which it is liable under this Article. It is the duty of every such taxpayer to keep and preserve for a period of three years all records relating to the sale of lodging.
- C. All such books, invoices, and other records shall be open for examination and audit at any time by the treasurer or his/her duly authorized agent. The taxpayer shall produce all such records, if required by the treasurer, at either the taxpayer's place of business or the Frisco Town Hall. The taxpayer may elect to pay the expenses involved with an audit conducted at a location outside the town if it is not possible for the taxpayer to provide the necessary records within the town.
- D. If a taxpayer cannot produce records suitable, in the judgment of treasurer, to support its actual lodging tax liability, the treasurer may establish such liability by use of generally accepted accounting principles including the making of estimates. Furthermore, when suitable records are available, but in the judgment of the treasurer, are so voluminous that excessive and undue time would be required to conduct an actual audit thereof, the treasurer may use a test-audit or other appropriate sampling technique to compute the lodging tax liability.

§ 160-41. Consolidation of Returns.

Upon written notice to the treasurer, a vendor doing business in two or more places or locations within the town, and collecting taxes under this Article, may file one return covering all such places or locations. Such return shall be accompanied by a supplemental report showing the gross and net taxable sales and taxes collected thereon for each place or location.

§ 160-42. Confidential Nature of Returns.

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- A. Except in accordance with judicial order or as otherwise provided herein the treasurer and his/her agents, clerks and employees shall not divulge any information gained from any return filed or any investigation or hearing held under the provisions of this Article.
- B. The town officials charged with the custody of returns filed pursuant to this Article shall not be required to produce such returns or evidence of any matters contained therein in any action or proceeding in any court, except on behalf of the treasurer or town in an action under the provisions of this Article to which the treasurer or town is a party, or on behalf of any party to an action or proceeding under the provisions of this Article, or to punish a violator thereof, or pursuant to any judicial order, in which event the court may require the production and may admit in evidence so much of such returns or of the facts shown thereby as are pertinent to the action or proceeding and no more.
- C. No provision of this section shall be construed to prohibit the delivery to a taxpayer or to its duly authorized representative of a copy of any return or report filed in connection with its tax, nor to prohibit the publication of statistics so classified as to prevent the identification of particular reports or returns and the information contained therein, nor to prohibit the inspection by the town attorney or any other legal representative of the town of the report or the return of any taxpayer who shall bring an action to set aside or review the tax based thereon or against whom an action or proceeding is contemplated or has been instituted under this Article.
- D. The provisions of this section shall not preclude the manager, the treasurer, and their agents, clerks and employees, from divulging any information gained from any return or audit to the federal government, the State of Colorado, the Department of Revenue, the town or any other municipality, the town attorney, the manager, or the treasurer, nor shall the manager, the treasurer, and their agents, clerks or employees, be liable to any person for such disclosure made for the purpose of computing or collecting the tax due and owing from any person or for the purpose of verifying compliance with this Article or for the purpose of investigating any criminal or illegal activity.
- E. Any town officer or employee, or any agent thereof, who shall divulge any information classified by this Article as confidential in any manner except in accordance with proper judicial order or as otherwise provided herein or by other law shall be guilty of a violation of this Article and shall be punished in the manner provided by § 1-14 of this Code.

§ 160-43. Statute of Limitations.

The tax for any period, together with interest thereon and penalties with respect thereto, imposed by this Article shall not be assessed, nor shall any notice of lien be filed, or warrant issued, or suit for collection be instituted, nor any other action to collect the same be commenced, more than three years after the date on which the tax was or is

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payable, nor shall any lien continue after such period, except for taxes assessed before the expiration of such period, notice of lien with respect to which has been filed prior to the expiration of such period, in which case such lien shall continue on for one year after the filing of notice thereof. The statute of limitation period as set forth in this section shall not apply if:

- A. A taxpayer files a false or fraudulent return with the intent to evade the tax imposed by this Article; or
- B. If a taxpayer fails to file a return as required by § 160-35.

In the case of a failure to file a return, or of a false or fraudulent return with the intent to evade the tax imposed by this Article, the tax together with interest and penalties thereon may be assessed, and/or proceedings for the collection of such taxes may be begun, at any time. Before the expiration of such period of limitation, the taxpayer and the treasurer may agree in writing to an extension thereof, and the period so agreed upon may be extended by subsequent agreements in writing.

§ 160-44. Refunds.

Refunds shall be made, or a credit allowed, for the lodging tax so paid under dispute by any purchaser or user who claims an exemption pursuant to § 160-31. Such refund shall be made by the treasurer after compliance with the following conditions precedent:

- A. Applications for refund shall be made within 60 days after the purchase of lodging whereon an exemption is claimed and must be supported by the affidavit of the purchaser or user accompanied by the original paid invoice or receipt and certificate issued by the vendor and shall be made upon such forms as shall be prescribed therefore.
- B. A refund shall be made or a credit allowed by the treasurer to any person entitled to an exemption where such person establishes that:
 - 1. A tax was paid by another person, the purchaser, on a purchase made on behalf of the person entitled to an exemption;
 - 2. A refund has not been granted to such purchaser; and
 - 3. The person entitled to the exemption paid or reimbursed such purchaser for such tax.

The burden of proving that the lodging on which tax refunds are claimed are exempt from taxation under this Article shall be on the person making such claim under such reasonable requirements of proof as are customarily required in administrative hearings. No such refund shall be made or credit allowed in an amount greater than the tax paid.

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- C. Claims for tax monies paid in error or by mistake shall be made within three years after the date of purchase of lodging for which the refund is claimed and shall be processed for refund in accordance with this section, except that the proceeds of any such claim for a refund shall first be applied by the treasurer to any tax deficiencies or liabilities existing against the claimant before allowance of such claim by the treasurer, and further except that if such excess payment of tax monies in any period is discovered as a result of an audit by the treasurer, and deficiencies are discovered and assessed against the taxpayer as a result of such audit, then such excess monies shall be first applied against any deficiencies outstanding to the date of the assessment but shall not be applied to any future tax liabilities.
- D. Upon receipt of an application, the treasurer shall examine the same with due speed and shall give notice to the applicant by order in writing of his/her decision thereon. An aggrieved applicant, within 20 days after such decision is mailed to it, may petition the treasurer for a hearing on the claim in the manner provided in § 160-48 and may appeal in the manner provided in § 160-49. The right of any person to a refund under this Article shall not be assignable, and except as provided in Subsection B of this section, such application for refund must be made by the same person who purchased the lodging and paid the tax thereon as shown in the invoice of the sale thereof.
- E. Any applicant for a refund under the provisions of this or any other person who makes any false statement in connection with an application for a refund of any taxes is guilty of a violation of this Article and shall be punished in the manner provided by § 1-14 of this Code. If any person is convicted under the provisions of this section, such conviction shall be prima facie evidence that all refunds received by such person during the current year were obtained unlawfully, and the treasurer is empowered to bring appropriate recovery of such refunds. A brief summary statement of the above described penalty shall be printed on each form application for a refund.

§ 160-45. Recovery of Taxes, Penalty and Interest. [Amended 01-24-06, Ord. 06-01]

- A. All sums of money paid by the purchaser to the vendor as taxes imposed by this Article shall be and remain public money, the property of the town, in the hands of such vendor, and such vendor shall hold the same in trust for the sole use and benefit of the town until paid to the treasurer, and for failure so to pay to the treasurer, such vendor shall be punished as provided herein.
- B. Failure to file return.
 - 1. If a person neglects or refuses to make a return in payment of the lodging tax as required by this Article, then the treasurer shall make an estimate, based upon such information as may be available, of the amount of taxes due for the period for which the taxpayer is delinquent and shall add thereto

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a penalty equal to the sum of fifteen dollars (\$15.00) or ten percent (10%) of the tax deficiency, whichever is greater, and interest on such delinquent taxes at the rate of one and one-half percent (1.5%) per month, with such interest being calculated for each month or portion of a month from the due date that a tax deficiency remains unpaid. Any part of the foregoing notwithstanding, if any tax deficiency is due to fraud or an intent to evade the tax, the penalty shall be fifty percent (50%) of the total tax deficiency.

2. Promptly thereafter, the treasurer shall give to the delinquent taxpayer written notice of such estimated taxes; penalty and interest, which notice shall be sent by first-class mail directed to the last address of such person on file with the treasurer. Such estimate shall thereupon become a notice of deficiency. Within 20 days after the notice of deficiency is mailed, the taxpayer may petition the manager for a hearing in the manner provided in § 160-48 and may appeal as provided in § 160-49.
- C. Action for recovery.
1. In addition to the creation of a tax lien as provided in § 160-46, the treasurer may also treat any such taxes, penalties or interest due or unpaid as a debt due the town from the vendor. The return of the taxpayer or the assessment made by the treasurer, as provided in this Article, shall be prima facie proof of the amount due.
 2. To recover such taxes, penalties or interest due, the treasurer may bring an action in attachment, and a writ of attachment may be issued to the sheriff. In any such proceedings, no bond shall be required of the treasurer, nor shall any sheriff require of the treasurer an indemnifying bond for executing the writ of attachment or writ of execution upon any judgment entered in such proceedings. The treasurer may prosecute appeals in such cases without the necessity of providing bond thereof. It is the duty of the town attorney, when requested by the treasurer, to commence action for the recovery of taxes due under this Article, and this remedy shall be in addition to all other existing remedies or remedies provided in this Article.
- D. In any action affecting the title to real estate or the ownership or rights to possession of personal property, the town may be made a party defendant for the purpose of obtaining an adjudication or determination of its lien upon the property involved therein.
- E. The treasurer is authorized to waive, for good cause shown, any penalty assessed as provided in this Article, and any interest imposed in excess of 10% per annum shall be deemed a penalty.
- F. If a taxpayer pays for any tax imposed pursuant to this Article by check for which there are insufficient funds to cover such check, then the treasurer may assess a penalty against such taxpayer as follows:

TAXATION

1. \$20.00 for the first violation;
2. \$30.00 for the second violation; and
3. \$50.00 for each additional violation.

If a penalty of \$30.00 or more has been assessed against a taxpayer by the treasurer, then the treasurer may require such taxpayer to pay all tax payments, whether due or to be due in the future, by certified funds, cashier's check or cash. The penalty imposed by this Subsection G is in addition to all other penalties imposed pursuant to this Article.

- G. The treasurer may issue summons and complaints for violations of this Article as set forth in the Frisco Code.

§ 160-46. Tax Lien; Exemption from Lien.

- A. Notice of tax lien.
1. If any taxes, penalty or interest imposed by this Article and shown due by returns filed by the taxpayer or as shown by assessments duly made as provided in this section are not paid within five days after the same are due, then the treasurer shall issue a notice, setting forth the name of the taxpayer, the amount of the tax, penalties and interest, the date of the accrual thereof, and that the town claims a first and prior lien therefore on the real and tangible personal property of the taxpayer except as to pre-existing claims or liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser whose rights have attached prior to the filing of the notice as provided in this section on property of the taxpayer, other than the goods, stock in trade, and business fixtures of such taxpayer.
 2. Said notice shall be on forms furnished by the treasurer and shall be verified by the manager, by the treasurer or any duly qualified agent of the manager or the treasurer, whose duties are the collection of such tax, and may be filed in the office of the county clerk and recorder in which the taxpayer owns real or tangible personal property, and the filing of such notice shall create a lien on such property in the county and constitute notice thereof. After said notice has been filed, or concurrently therewith, or at any time when taxes due are unpaid, whether such notice shall have been filed or not, the treasurer may issue a warrant directed to any duly authorized revenue collector, or to the sheriff of the county, commanding him to levy upon, seize, and sell sufficient of the real and personal property of the amount due together with interest, penalties and costs, as may be provided by law, subject to valid pre-existing claims or liens.

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3. Such revenue collector or the sheriff shall forthwith levy upon sufficient of the property of the taxpayer or any property used by such taxpayer in conducting its lodging business, except property made exempt from the tax lien pursuant to the provisions of Subsection (C)(1) hereof and said property so levied upon shall be sold in all respects with like effect and in the same manner as is prescribed by law with respect to executions against property upon judgment of a court of record, and the remedies of garnishment shall apply. The sheriff shall receive such fees in executing such warrants as are allowed by law for similar services.
 4. Any lien for taxes as shown on the records of the county clerk and recorder as provided in this section, upon payment of all taxes, penalties and interest covered thereby, shall be released by the treasurer in the same manner as mortgages and judgments are released.
- B. Leased property.
1. The lodging tax imposed pursuant to § 160-30 shall be a first and prior lien upon the tangible personal property and business fixtures of or used by any vendor under lease, title retaining contract, or other contract arrangement, except in stock of goods sold or for sale in the ordinary course of business and shall take precedence on all such property over other liens or claims of whatsoever kind or nature.
 2. The real or personal property of an owner who has made a bona fide lease to a vendor or to any taxpayer owing a lodging tax shall be exempt from the lien created in Subsection A (1) if such property can reasonably be identified from the lease description, and if the lessee is given no right to become the owner of the leased property. This exemption shall be effective from the date of the execution of the lease if the lease is recorded with the county clerk and recorder of the county where the property is located or based or if a memorandum of the lease is filed with the treasurer within 10 days after the execution of the lease.
 3. Any vendor who is in possession of property under the terms of a lease, which property is exempt from the tax lien as provided in this Section, may be required by the treasurer to remit taxes collected at more frequent intervals than monthly, but no more frequently than semi-monthly, or may be required to furnish security for the proper payment of taxes whenever the collection of taxes appears to be in jeopardy.
- C. Sale of business.
1. Any vendor who sells out its business or quits business shall be required to make out the return as provided in this Article within 10 days after the date it sold its business or quit business, and its successor in business shall be required to withhold sufficient purchase money to cover the amount of said

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taxes due and unpaid until such time as the former owner produces a receipt from the treasurer showing that the taxes have been paid or a certificate that no taxes are due.

2. If the purchaser of a lodging business fails to withhold the purchase money as provided in Subsection B(1), and the taxes are due and unpaid after the 10-day period allowed, the purchaser, as well as the former owner, shall be personally responsible for the payment of the taxes unpaid by the former owner.
- D. Whenever the business or property of any taxpayer subject to this Article shall be placed in receivership, bankruptcy, or assignment for the benefit of creditors, or seized under distraint for property taxes, all taxes, penalties and interest imposed by this Article and for which said vendor is in any way liable under the terms of this Article shall be a prior and preferred claim against all the property of said taxpayer, except as to pre-existing claims or liens of a bona fide mortgagee, pledgee, judgment creditor or purchaser whose rights shall have attached prior to the filing of the notice as provided in § 160-45 on the property of the taxpayer, other than the goods, stock in trade and business fixtures of such taxpayer. No sheriff, receiver, assignee or other officer shall sell the property of any person subject to this Article under process or order of any court without first ascertaining from the treasurer the amount of any taxes due and payable under this Article, and if there are any such taxes due, owing or unpaid, it is the duty of such officer first to pay the amount of said taxes out of the proceeds of said sale before making payment of any monies to any judgment creditor or other claims of whatsoever kind or nature, except the costs of the proceedings and other pre-existing claims or liens as provided in this section.

§ 160-47. Tax Deficiency. [Amended 01-24-06, Ord. 06-01]

If a deficiency in payment of the lodging tax occurs without intent to defraud, there shall be added fifteen dollars (\$15.00) or ten percent (10%) of the tax deficiency, whichever is greater, and interest on such delinquent taxes at the rate of one and one-half percent (1.5%) per month, with such interest being calculated for each month or portion of a month from the due date that a tax deficiency remains unpaid, from the person required to file the return, which interest and addition shall become due and payable 20 days after written notice and demand to such person by the treasurer. If any part of the deficiency is due to fraud with the intent to evade the tax, then there shall be added fifty percent (50%) of the total amount of the deficiency and interest on such delinquent taxes at the rate of one and one-half percent (1.5%) per month, with such interest being calculated for each month or portion of a month from the due date that a tax deficiency remains unpaid, from the person required to file the return, which interest and addition shall become due and payable 20 days after written notice and demand by the treasurer.

§ 160-48. Hearings by Manager.

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- A. If any person contests any deficiency notice, assessment or denial of refund received from the treasurer, then he/she may apply to the manager by petition in writing within 20 days after such deficiency notice or denial of refund is mailed to him/her for a hearing and a correction of the amount of the tax so assessed or refund requested, in which petition he/she shall set forth the reasons supporting the amount by which such tax should be reduced or the amount of the refund requested should be granted.
- B. The manager shall notify the taxpayer or petitioner in writing of the time and place fixed by him/her for such hearing. A tape recording or written transcript shall be made of any such hearing. The manager shall have power to administer oaths to any person in the course of such hearing. Production of documents and attendance of witnesses shall be requested by the manager on his/her own motion or on motion of any party. Any request for production or attendance shall inform persons that compliance is voluntary but that, if the request is not complied with, the manager may apply to the municipal judge for issuance of a subpoena. The manager may establish additional procedures for such hearings in accordance with § 160-51 hereof. After such hearing, the manager shall make such order in the matter as is just and lawful and shall furnish a copy of such order to the taxpayer or petitioner.
- C. The manager may appoint another hearing officer to hear the petition. The appointed hearing officer shall have all of the powers of the manager in conducting the hearing. Following the hearing, the hearing officer shall render a proposed decision, in writing, and forward it to the manager. The manager shall consider the proposed decision in rendering a final decision as provided in Subsection B hereof.
- D. The municipal judge of the town, upon application of the manager, may compel the attendance of witnesses, the production of books, papers, records or memoranda, and the giving of testimony before the manager or any of his/her duly authorized agents, by the issuance and enforcement of subpoenas in the same manner as production of evidence may be compelled before the court.
- E. Every decision of the manager shall be in writing, and notice thereof shall be mailed to the petitioner within 20 days after such hearing, and all such decisions shall become final and all amounts due shall be paid upon the expiration of 30 days after notice of such decision shall have been mailed to the petitioner, unless proceedings are begun within such time for review thereof as provided in § 160-49.

§ 160-49. Review by Court.

If the petitioner or if an applicant for a refund is aggrieved at the final decision of the manager, then he/she may proceed to have same reviewed in accordance with Colorado Rule of Civil Procedure 106(a)(4).

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§ 160-50. Other Remedies.

No provision of this Article shall preclude the town from utilizing any other lawful penalties or other remedies applicable to the collection of lodging taxes. The treasurer shall have the authority to make a compromised settlement of any claim for lodging tax due under this Article.

§ 160-51. Administration.

The manager may adopt rules and regulations in conformity with this Article for the proper administration and enforcement of this Article. The administration of this Article is vested in and shall be exercised by the manager.

§ 160-52. Council Empowered to Amend, Repeal and/or Revise.

The Town Council is authorized to change the lodging tax rate imposed by this Article, so long as the rate does not exceed 2.35%, and otherwise to amend or repeal any other part of this Article including but not limited to additional provisions for enforcement and collection of the lodging tax. Such change of tax rate, amendment or repeal need not be submitted to the electors of the town for their approval.

ARTICLE V

MEDICAL MARIJUANA EXCISE TAX [Added 08-02-11, Ord. 11-09]

§ 160-53. Definitions

As used in this Article, the following words shall have the following meanings and other words used in this Article shall have the meanings that may be set forth in section 160-1.1 of this Chapter:

AUTHORIZED MEDICAL MARIJUANA RETAILER - A person holding a valid permit issued by the State of Colorado pursuant to the Colorado Medical Marijuana Code, and by the Town pursuant to Town ordinance and the Colorado Medical Marijuana Code, authorizing the permit holder to lawfully sell medical marijuana and/or medical marijuana infused products at retail.

DESIGNATED REVENUES - All of the revenues received by the Town from the collection of the Town's Medical Marijuana Excise Tax approved by the electors of the Town on November 1, 2011 and imposed by Section 160-54.

MEDICAL MARIJUANA - Has the meaning provided in Section 12-43.3-104, C.R.S., which is part of the Colorado Medical Marijuana Code.

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MEDICAL MARIJUANA INFUSED PRODUCT - Has the meaning provided in Section 12-43.3-104, C.R.S., which is part of the Colorado Medical Marijuana Code.

§ 160-54. Tax Imposed

A tax is imposed upon all retail sales of medical marijuana made within the Town of Frisco by authorized medical marijuana retailers at the rate of five percent (5.0%) of the price paid by the purchaser of the medical marijuana, rounded off to the nearest penny. The tax imposed by this section applies to the retail sale of medical marijuana in any form, including, but not limited to, a medical marijuana-infused product. The tax imposed by this section is in addition to, and not in lieu of, the sales tax owed to the Town pursuant to Article I of this Chapter 160 in connection with the sale of medical marijuana.

§ 160-55. Collection and Enforcement Procedures

Except for those provisions that by their terms cannot apply, the procedures for the collection and enforcement of the Town's sales tax as provided in Article I of Chapter 160 of this Code shall apply to the collection and enforcement of the medical marijuana excise tax imposed by this Article V. The General Government Director shall adopt administrative rules and regulations specifying how the procedures for the collection and enforcement of the Town's sales tax as provided in Article I of Chapter 160 of this Code will apply to the collection and enforcement of the medical marijuana excise tax imposed by this Article V.

§ 160-56. Use of Collected Tax Revenues

The Designated Revenues shall be used to pay or reimburse the Town for direct and indirect costs incurred for or in connection with: (i) adequate training, enforcement, and administration of all applicable medical marijuana laws and regulations not otherwise covered by the application and renewal fees for medical marijuana permits issued by the Town under the Colorado Medical Marijuana Code and the Town's ordinances; (ii) drug or drug and alcohol prevention programs and facilities (including, but not limited to, expenditures for the local detoxification center); and (iii) other general purposes of the Town, including but not limited to law enforcement activities, purposes, and related expenses.

§ 160-57. Rules and Regulations

The General Government Director shall have the authority from time to time to adopt, amend, alter and repeal administrative rules and regulations as may be necessary for the proper administration of this Article.

ARTICLE VI

RETAIL MARIJUANA EXCISE TAX [Added 07-23-13, Ord. 13-06]

TAXATION

§ 160-58. Definitions

As used in this Article, the following words shall have the following meanings and other words used in this Article shall have the meanings that may be set forth in section 160-1.1 of this Chapter:

AUTHORIZED MARIJUANA RETAILER - A person holding a valid permit issued by the State of Colorado pursuant to the Colorado Retail Marijuana Code, and by the Town pursuant to applicable Town ordinance, if any, authorizing the permit holder to lawfully sell marijuana and/or marijuana products at retail.

MARIJUANA - Has the meaning provided in Section 16(2) (f) of Article XVIII of the Colorado Constitution.

MARIJUANA PRODUCTS - Has the meaning provided in Section 16(2) (k) of Article XVIII of the Colorado Constitution.

§ 160-59. Tax Imposed

A tax is imposed upon all retail sales of marijuana made within the Town of Frisco by authorized marijuana retailers at the rate of five percent (5.0%) of the price paid by the purchaser of the marijuana, rounded off to the nearest penny. The tax imposed by this section applies to the retail sale of marijuana in any form, including but not limited to, marijuana products. The tax imposed by this section is in addition to, and not in lieu of, the sales tax owed to the Town pursuant to Article I of this Chapter 160 in connection with the sale of marijuana or marijuana products.

§ 160-60. Collection and Enforcement Procedures

Except for those provisions that by their terms cannot apply, the procedures for the collection and enforcement of the Town's sales tax as provided in Article I of Chapter 160 of this Code shall apply to the collection and enforcement of the marijuana excise tax imposed by this Article VI. The General Government Director shall adopt administrative rules and regulations specifying how the procedures for the collection and enforcement of the Town's sales tax as provided in Article I of Chapter 160 of this Code will apply to the collection and enforcement of the marijuana excise tax imposed by this Article VI.

§ 160-61. Rules and Regulations

The General Government Director shall have the authority from time to time to adopt, amend, alter and repeal administrative rules and regulations as may be necessary for the proper administration of this Article.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DON REIMER, COMMUNITY DEVELOPMENT DIRECTOR
RE: INTERGOVERNMENTAL AGREEMENT WITH SUMMIT COUNTY REGARDING PERMITTING OF SOLAR ENERGY FACILITIES
DATE: SEPTEMBER 22, 2020

Summary and Background: The 2019-2020 Town of Frisco Strategic Plan includes an action to streamline solar installation permit process and fees. The process has been in place to streamline Town and County permitting for approximately 15 months. However, an intergovernmental agreement (IGA) is necessary when one governmental agency performs work on behalf of another.

Analysis: Summit County has been contracted to administer the Town's electrical codes, including permitting and inspections, for many years; the most recent IGA to perform these services was executed in 2004.

One of the actions of the Town of Frisco 2019-2020 Strategic Plan Sustainable Environment Priority is to obtain SolSmart Silver designation, and one of the specific actions to achieve this designation is to streamline solar installation permitting and fees. There are two parts related to solar permitting: Town planning and building review of the solar structures, and County electrical permit and inspections. Prior to this agreement, separate applications, fees and approvals for these two parts were required. In addition, the state legislature set a maximum fee of \$500 for residential solar installations (SB17-179). When the separate permit fees were required, the combined fees could sometimes exceed \$500.

Town and County staff developed methodology to create a one-step application and combined \$500 fee and implemented it in Summer 2019; however, an IGA to formalize the process was not executed. The attached IGA has been drafted to formalize this process, and has been reviewed by both the Town and County Attorneys. This type of IGA requires approval by Town Council.

Financial Impact: No direct financial impact will result from execution of this IGA. The County accepts a single application and fee, processes the solar permit application, and remits a portion of each application fee to the Town for planning and building permit approval. Under the IGA, the County performs all inspections related to the solar permit, including electrical and building inspections.

Alignment with Strategic Plan: Execution of this IGA is one step in obtaining SolSmart Silver designation, which is an identified goal in the Sustainable Environment Strategic Plan Priority.

Environmental Sustainability: Streamlining solar permitting process reduces the burden to residents who desire to install solar facilities, solar installers, as well as Town staff. This may encourage additional solar facilities within the Town, reducing reliance on carbon-based electricity generation and thereby reducing overall greenhouse gas emissions within the community.

Staff Recommendation: Staff recommends that Town Council approve the attached IGA by motion.

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

Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager

Attachments:

Attachment 1: Draft IGA

Attachment 1

Proposed IGA

INTERGOVERNMENTAL AGREEMENT
REGARDING PERMITTING OF SOLAR ENERGY FACILITIES

This INTERGOVERNMENTAL AGREEMENT REGARDING PERMITTING OF SOLAR ENERGY FACILITIES (this “Agreement”), is hereby made and entered into this _____ day of _____, 2020 (the “Effective Date”), by and between the Town of Frisco (the “Town”) and Summit County Colorado (the “County”) regarding the permitting of the installation of residential solar energy facilities within the Town pursuant to the International Residential Code. The Town and County shall hereafter be referred to together as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, the Town and the County desire to cooperate for the County to provide residential solar energy facility permitting services to the Town for a mutually agreed upon price; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting entities.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the Town agree as follows:

1. **Term**. This Agreement shall commence upon the Effective Date, shall terminate on December 31, 2020, and shall automatically renew for annual one-year periods beginning on January 1 and terminating on the next subsequent December 31, unless otherwise terminated by either party upon the giving of 30 days written notice to the other party.
2. **Termination**. This Agreement may be terminated by either party upon written notice to the other party of its intention to terminate thirty (30) days prior to the effective date of termination. The County’s obligations to the Town under this Agreement shall terminate upon termination of this Agreement. The Town shall be obligated to pay for all services provided by the County through the date of termination of this Agreement.
3. **County Responsibilities**. The County will, in accordance with the terms of this Agreement, administer the Town’s solar energy facility installation regulations, as amended from time to time, by:

- A. Accepting applications for residential solar energy facility installation permits using an application form that is provided by the Town; and
 - B. Collecting the applicable fee (\$500 as of the Effective Date of this Agreement) imposed by the Town in connection with permit application; and
 - C. Processing complete applications by forwarding the applications to the Town and the fire district for their review for compliance with the applicable regulations of the Town; and
 - D. Conducting any inspections of the permitted facilities that may be required by Town regulations, and providing the results of the inspection to the Town.
4. Town Responsibilities. The Town is responsible for informing the County when a permit has been approved. The Town will at all times during the term of this Agreement provide the County with up-to-date copies of (i) all Town regulations to be administered by the County under this Agreement, and (ii) the Town's application form for these permits.
5. Rates & Billing. From the fee collected by the County pursuant to Town regulations for each application administered pursuant to this Agreement (currently \$500), the County shall retain 40% to compensate it for its services under this Agreement, pay 40% to the fire district for its review of applications for solar energy facility installations, and pay the remaining 20% to the Town. The Town shall provide not less than sixty (60) days advance written notice of any change to Town regulations concerning the amount of the fees for a permit for the installation of solar energy facilities. The County shall submit payments to the Town and the fire district on a monthly basis for fees collected hereunder during the previous month, along with a written accounting for any such fees.
6. Insurance. Each party shall maintain insurance or self-insurance adequate to protect such party from any liability arising from or relating to such party's obligations under this Agreement.
7. Employment Status. It is mutually understood and agreed by and between the parties hereto that neither this Agreement nor any services performed hereunder shall constitute any change in the employment status of any employees of the parties to this Agreement. It is additionally understood and agreed that the Town shall have no right to control or direct the activities of any employee of the County during the performance of any services under this Agreement. Each of the parties shall, at its own expense, keep in full force and effect during the terms of this Agreement, statutory workers' compensation insurance or adequate self-insurance funds to provide coverage for its own personnel.
8. Amendment. This Agreement may not be amended except in writing signed by both parties.
9. Entire Agreement. This Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof and shall supersede all prior or contemporaneous agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the parties.

10. Venue and Governing Law. Venue for any and all legal actions regarding the transactions covered herein shall lie in the District Court in and for the County of Summit, State of Colorado, and this Agreement shall be governed by the laws of the State of Colorado.
11. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other party.

County: County Manager
 Summit County
 PO Box 68
 Breckenridge, CO 80424

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

12. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole and absolute discretion.
13. No Third-Party Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

STATE OF COLORADO
SUMMIT COUNTY

ATTEST: _____
Clerk & Recorder

By _____
Scott Vargo, County Manager

APPROVED AS TO FORM:

By _____

County Attorney

TOWN OF FRISCO, COLORADO

Hunter Mortensen, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DON REIMER, COMMUNITY DEVELOPMENT DIRECTOR, EVA HENSON, HOUSING COORDINATOR
RE: UPDATE ON THE TOWN OF FRISCO RESIDENTIAL RENTAL ASSISTANCE PROGRAM
DATE: SEPTEMBER 22, 2020

Summary and Background: On March 31, 2020, the Town Council held a special meeting and considered options to provide economic relief to local businesses, employees of those businesses, and local residents. Subsequently, at a special meeting held on April 7, 2020, the Town Council approved Resolution 20-11, establishing the Business Assistance Grant Program and the Residential Rental Assistance Grant Program.

Analysis: Resolution 20-11 authorized \$500,000 for a Business Assistance Grant Program, and \$250,000 for a Residential Rental Assistance Program. The Business Assistance Grant program funded 116 businesses; all program funds were depleted and the program was closed in mid-May.

The Residential Rental Assistance program provided grants to aid individuals who live or work in Frisco that lost their job as a result of the COVID-19 pandemic. Town Council allocated up to \$250,000 for this program, plus an additional one-time payment of \$37,500 to the Family Intercultural Resource Center (FIRC) for administration of the program. The criteria established for the program included that no grant to any single individual shall exceed the amount that is equal to the individual's monthly rent payment or pro-rata share of the monthly rent payment, or \$1,500, whichever is less. Funds in the amount of \$287,500 for this program were allocated from the SCHA 5A Fund via budget amendment by Ordinance 20-19 approved on second reading August 25, 2020.

As of September 11, 2020, the Town of Frisco Residential Assistance Program has assisted 175 clients with a total expenditure of \$179,843. \$70,157 remains available. Per FIRC staff, since July 2, there have been only 7 applications approved, for \$6,520 in funding; indicating that demand by new applicants has significantly diminished. However, FIRC has indicated that they have received several inquiries from higher needs residents that had received an initial grant asking whether a second round of funding could be made available. FIRC has asked whether Council would consider amending the criteria so additional funds could be distributed. Alternately, since there have been relatively few applications processed since July 2, the program could be concluded with unused funds being returned to the Town for use in future housing projects.

Financial Impact: As the full program funding has been allocated for this program through the budget amendment, amending program criteria to create a second round of funding would not require a further allocation of funds. However, if Council were to determine that the program has filled the need at the outset of the pandemic and could be concluded, it would result in a return of approximately \$70,000 to the SCHA 5A Fund for use in Town of Frisco Housing projects.

Staff Recommendation: Similar to the Business Assistance Program, the Residential Rental Assistance program was established as a bridge to provide immediate assistance to residents that faced an immediate loss of income due to the pandemic. In the past several months, businesses have reopened, and the federal government has approved stimulus programs which included expanded unemployment benefits. At the same time, FIRC has indicated that there continue to be residents with higher needs which would benefit from an extension of the Rental Assistance Program. Staff suggests Council consider one of the two following options:

1. Extend the program to allow residents to be eligible for a second (or additional beyond that) month rent. A resolution with modified criteria would be required to amend the criteria established via Resolution 20-11.

OR

2. Conclude the program, with the remaining fund balance to be returned to the Town's 5A Fund for use on Town housing projects. Since there are still a few assistance applications being processed each month, an end date such as October 31, 2020 could be set for the program.

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

Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager

Attachments:

Attachment 1: Resolution 20-11

ATTACHMENT 1

Resolution 20-11

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-11**

A RESOLUTION OF THE TOWN OF FRISCO, COLORADO, ESTABLISHING ECONOMIC RELIEF PROGRAMS, DIRECTING THE IMMEDIATE IMPLEMENTATION OF THE PROGRAMS IN RESPONSE TO THE COVID-19 PUBLIC HEALTH EMERGENCY, AND AUTHORIZING THE EXPENDITURE OF FUNDS FOR THE PROGRAMS.

WHEREAS, on March 10, 2020, the Governor of the State of Colorado declared a statewide state of emergency in response to coronavirus (COVID-19); and

WHEREAS, on March 14, 2020, the President of the United States declared a national emergency in response to the coronavirus (COVID-19); and

WHEREAS, the World Health Organization has declared the coronavirus (COVID-19) to be a worldwide pandemic; and

WHEREAS, the coronavirus (COVID-19) has been confirmed to exist in Summit County; and

WHEREAS, the Town Council is empowered by Section 31-15-401(1)(b), C.R.S., to do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease; and

WHEREAS, the Town Council finds that the public health regulations that have been necessary to fight the COVID-19 pandemic have caused the sudden cessation, or near cessation, of most business activities within the Town to the great hardship of many residents, business owners and individuals employed within Frisco; and

WHEREAS, the Town Council finds and determines that the adoption of this Resolution is necessary to aid businesses and individuals within the Town in dealing with the extreme economic impacts that have resulted from the public health regulations; and

WHEREAS, the Town Council further finds and determines that the adoption of this ordinance is proper under Section 31-15-401(1)(b), C.R.S., and other applicable law.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

Section 1. Business Assistance Program. There is hereby established a business assistance program to provide grants in aid of Frisco businesses that have had their operations severely limited by public health orders related to the COVID-19 pandemic. Unless there is further action of the Town Council, the program shall distribute not more than Five Hundred Thousand Dollars (\$500,000) in total grants, and no grant to any single business shall exceed the amount of that business's monthly rent or mortgage payment, or Five Thousand Dollars (\$5,000), whichever is less. In the event that a business has no landlord and no rent, the maximum amount of any grant under this program shall be an amount determined by the Town Manager to be a reasonable estimate of the amount of rent that the business would pay for its space under prevailing market rents as of March 1, 2020. In connection with each grant made under the program, the Town shall send a letter to the landlord or mortgagee, if any, of the business's premises advising the

landlord or mortgagee of the grant made under this program, and encouraging the landlord or mortgagee to provide a waiver of rent or mortgage payment from the business in an amount equal to the Town's grant.

To be eligible to receive a grant under the business assistance program, the business must:

1. have had its operations severely limited by having been prohibited from onsite sales or service to the public, or prohibited from onsite consumption of foods or beverages, by one or more of the public health orders issued in connection with COVID-19; and
2. have a current and valid Town of Frisco business license issued on or before March 1, 2020; and
3. have had a physical (not solely virtual) location within the Town of Frisco on March 1, 2020, from which business operations were conducted; and
4. have had no more than fifty (50) employees or independent contractors engaged in work for the business on March 1, 2020; and
5. not be a publicly traded corporation, nor be owned by, controlled by, or a subsidiary of a publicly traded corporation, nor be an entity that has more than Ten Million Dollars (\$10,000,000) in annual gross revenues, nor be owned by, controlled by, or a subsidiary of any such entity.

As a condition of each grant made under the business assistance program, the applicant must provide evidence that it has made application for the federal Small Business Administration relief authorized under the CARES Act Economic Injury Disaster Loan for emergency assistance in the amount of \$10,000.

Section 2. Residential Assistance Program. There is hereby established a residential assistance program to provide grants in aid of individuals who live or work for a business located in the Town of Frisco that have recently lost their job as a result of the COVID-19 pandemic (cohabitating partners of current employees of the Town of Frisco excluded). Unless there is further action of the Town Council, the program shall distribute not more than Two Hundred Fifty Thousand Dollars (\$250,000.00) in total grants, and no grant to any single individual shall exceed the amount that is equal to the individual's monthly rent payment or pro-rata share of the monthly rent payment, or One Thousand Five Hundred Dollars (\$1,500), whichever is less.

To be eligible to receive a grant under the residential assistance program, an individual must:

1. live or have been working for a business located in the Town of Frisco and lost his or her employment as a result of the COVID-19 pandemic, and remain living in the same residence as that resided in on March 1, 2020, or at another location within the region;
2. provide evidence that that he or she has applied for all available federal and state unemployment benefits; and
3. make application for the grant through the process established by the Family Intercultural Resource Center under its agreement with the Town.

Section 3. Town Manager to Implement Programs. The Town Manager is hereby authorized and directed to take all actions reasonably necessary or desirable to immediately implement the residential and business assistance programs established herein, including but not limited to entering into an agreement with the Family Intercultural Resource Center to administer the residential assistance program in exchange for a sum to not exceed Thirty-Seven Thousand Five Hundred Dollars (\$37,500).

Section 4. Use of Funds from General Fund Contingency Authorized. Pursuant to Section 11-6 of the Code of Ordinances of the Town of Frisco, there is hereby authorized for transfer and expenditure, from the General Fund reserve account to the General Fund, the sum of Seven-Hundred and Eighty-Seven Thousand Five Hundred Dollars (\$787,500.00) to fund the assistance programs, and administration thereof, established by this Resolution. The Council hereby directs the Town Manager to bring to Council a proposed amendment to the Town's budget that will cause the reserve funds authorized for use herein to be replaced by a transfer from the Town's Capital Projects fund.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED THIS 7TH DAY OF APRIL 2020.

TOWN OF FRISCO, COLORADO


Gary Wilkinson, Mayor

ATTEST:


Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: FRISCO BAY MARINA – XCEL ENERGY CONTRACT
DATE: SEPTEMBER 22, 2020

Summary and Background: Council adopted the Frisco Marina Park Master Plan on June 26, 2018. In 2019, the big dig excavation project and phase one site improvements were completed. Staff continued working with Stais Architecture & Interiors and their team in 2019 and 2020 on phase two site improvements, including infrastructure needs and costs. To accommodate many of the upgrades per the master plan including a new lift station, EV stations, fuel system upgrades, new buildings, power to the docks, etc., additional electric distribution is needed.

Staff began working with Xcel in the fall of 2019 on design upgrades including the extension of 3-phase power, three transformers, and stub out for future phases. Xcel emailed the design and costs for the work to the Town on September 10, 2020. Total cost to the Town is \$179,412.88.

Xcel could start this work in early November, 2020. Depending on the conditions, they average anywhere from 100-300'/day and a day for each transformer. The work is proposed on Denver Water property, and the Town has written permission from the Denver Water Board for such improvements. The Town of Frisco has a moratorium for digging in the right of way. Because this project would not involve the ROW, there are no issues.

Staff recommends entering into a contractual agreement with Xcel for the additional electric distribution at the Frisco Bay Marina.

Analysis: On June 1, 2020, Stais Architecture & Interiors presented to Council costs for Phase Two site improvements. Overall Phase Two site improvement costs are estimated at \$6.7M, with infrastructure costs accounting for \$1.5M. Such infrastructure projects include:

- a) Fire suppression system for the docks. Completed at this time.
- b) Fuel system. Design is complete; RFP released; project moving to 2021 capital request per feedback from RFP.
- c) Sanitary sewer lift station. Currently under contract with Murraysmith. Final design is complete and application has been submitted to the State for CDPHE permitting.
- d) New Electric Service.

Staff recommended keeping \$400k in the 2020 capital budget for the fire suppression system, lift station design and permitting, the fuel system and utilities. Council supported this recommendation.

Staff continued to work with Xcel on the load information. The information provided from Xcel takes into account all current loads and future loads.

Financial Impact: The marina capital budget for 2020 was \$1.1M. In light of the pandemic, this amount was reduced to \$465,000, of which \$197,946 has been spent year to date for infrastructure and planning, including the installation of the fire suppression system, the design of the fuel system, finalized wetlands mitigation (from Phase One work), and design of Phase Two site improvements.

A total of \$267,054 remains in the revised marina capital budget for 2020. A total of \$196,300 is being requested on 9/22/20 for the continuation of services contract with Stais Architecture & Interiors. A total of \$179,412.88 is also being requested for the Xcel utility work. Total request is \$375,713, which exceeds the revised 2020 marina capital budget by \$108,659. Funds for both projects would come out of the Marina Fund Capital Improvements (90-9000-4444). There are sufficient funds in this account for both projects.

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

Environmental Sustainability: Per the 2019-2020 Town of Frisco Strategic Plan, the Town of Frisco will take action to collaboratively protect and sustain our treasured environment, by ensuring new development achieves a balance between the natural and built environment and implementing initiatives to address climate change. Additionally, the upgrade to 3-phase power, adding transformers and stub-outs for future additions will be required to include electric vehicle (EV) charging infrastructure at the Marina and creates the potential to move away from natural gas-heated buildings. The Town's climate action goals state that the Town should reduce emissions 50% by 2030 and aims to reduce emissions from transportation 25% by 2030. Expanding electric infrastructure throughout the Town is critical to meet these goals and to ensure that the Town has the capacity for additional EV charging stations, solar panels, and other technologies that can help to reduce emissions.

Staff Recommendation: Staff recommends entering into a contractual agreement with Xcel for the additional electric distribution at the Frisco Bay Marina. The work provides the identified and required electric needs of the marina now and for future projects, per the approved marina master plan.

Another option for Council to consider would be to wait on this work until 2021. Such work is not guaranteed by Xcel in 2021 and pricing is not guaranteed.

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

Diane McBride, Assistant Town Manager / Rec & Culture Director

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-21**

A RESOLUTION FOR THE APPROVAL OF AN ON-SITE ELECTRIC DISTRIBUTION EXTENSION AGREEMENT AT THE FRISCO BAY MARINA WITH XCEL ENERGY

WHEREAS, the Town Council has a stated desire to continue installing phase two improvements at the Frisco Bay Marina as outlined in the Frisco Bay Marina Master Plan as adopted by Town Council; and

WHEREAS, the Town Council has determined that this project is in the Town's best interest and aligns with the Quality Core Services, Vibrant Recreation, Thriving Economy and Sustainable Environment sections of the Towns Strategic Plan; and

WHEREAS, THE Town Council has determined that with the completion of this project, the Frisco Bay Marina will have a sufficient and efficient electrical supply for all future phases and improvements as outlined in the Frisco Bay Marina Master Plan; and

WHEREAS, the Town Council has determined that the staff recommendation for approval of the identified agreement and project will provide the best value to the Town now and in the future; and

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

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

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to enter into an On-site Electric Distribution Extension Agreement with Xcel Energy for a total cost not to exceed \$179,412.68 (one-hundred seventy-nine thousand, four-hundred twelve and 68/100 dollars).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 22nd DAY OF SEPTEMBER, 2020.

TOWN OF FRISCO:

Hunter Mortensen, Mayor

ATTEST:

Deborah Wohlmuth, Town Clerk

Account No. _____
Job No. 11508987
Job Address FRISCO MARINA -
PHASE 1
FRISCO, CO 80443



Public Service Company of Colorado
200 WEST 6TH STREET
Silverthorne, CO 80498

September 2, 2020

Dear Town Of Frisco,

Thank you for choosing Xcel Energy to be your energy provider. We appreciate your business, and our goal is to deliver you reliable service at an affordable price.

This letter contains important information about your requested service. Please read all details below as well as any accompanying information and respond accordingly to ensure your project is completed accurately and timely.

This letter relates to your request for

- New Electric Distribution

Your portion of the cost of this project is **\$179,412.68**. A hard copy invoice will be sent to you via U.S. Mail Postal Service in the coming days. Please see the attached payment options document for more instructions. Upon receipt of payment and other required documentation as noted below, your project will be scheduled and you will be notified of the scheduled date. If paying by check, please note the account number identified at the top of this letter on your check to ensure accurate and timely payment processing.

Below is a list of additional documentation that you will need to review, sign, and return to the Xcel Energy Designer by email or U.S. Postal Service to their address listed at the bottom of the letter. Please retain a copy of all documentation for your records.

- **Documents to be returned to Xcel Energy:**
 - On-Site Distribution Extension Agreement
 - Contingency List
 - Concurrence Drawings

- **Additional enclosures:**
 - Payment Options

If you have any questions about the enclosures or about your specific job, please contact **Amy Lagace** at **970-262-4033** and reference your account number and/or job number above.

We look forward to being your energy provider.

Sincerely,
Amy Lagace
Designer Thereafter
200 WEST 6TH STREET
Silverthorne, CO 80498
Xcel Energy
Amy.Lagace@xcelenergy.com



Customer Payment Options

Xcel Energy offers seven payment options to pay for your construction project. Please select the payment options that work best for you.

Payment options listed in order of quickest processing

MyAccount/eBill™

Register at xcelenergy.com to make a payment from your checking account. You can also enroll in eBill and an email will let you know your bill is ready to view at the MyAccount site in place of receiving a mailed paper bill statement. MyAccount also provides a convenient list of your bill statement and payment history and retains your banking information for future use. Each additional account number will have to be added to your list of managed accounts within MyAccount.

Pay by Phone

Make payment from your checking or savings account at no charge by using our automated phone system. Please call us at 800.895.4999.

Credit/Debit Card Payment (Not available in TX)

To pay by phone, call our payment processing partner, BillMatrix, at 888.747.1523.
To pay online, visit xcelenergy.com and click on the link to BillMatrix.

Please note the current fees along with payment information:

- *Personal credit card = There is a \$2.90 per transaction charge. Payments accepted for up to \$1,000 in one transaction for personal credit card.*
- *Commercial credit card = There is a \$29.95 per transaction charge. Payments accepted for up to \$75,000 - with the corresponding fees in \$3,000 increments. (i.e. 25 \$3,000 payments @ \$29.95 = \$748.75 fee)*

All credit card types allow a maximum 25 credit/debit card payments in a 30 consecutive day period, per Xcel Energy account, per credit/debit card.

Overnight Payment Delivery Options

Send your payment and remittance stub including **account number (written on the memo line of your check)** via FedEx, UPS or USPS overnight delivery to:

Xcel Energy Attn: Remittance Processing
414 Nicollet Mall, 3rd Floor
Minneapolis, MN 55401-1993
Overnight delivery contact phone number: 612.330.5593.

The following alternate zip-codes are also valid:
Minneapolis, MN 55401-1927
Minneapolis, MN 55401-4993

In-Person Pay Stations

Pay in-person at a location near you by visiting xcelenergy.com for pay station locations. **Please include the account number on the memo line of your check.**

Please note: A \$1.50 transaction fee applies.

Pay by U.S Postal Service

When sending payment by U.S. mail, **please include the account number on the memo line of your check.** Do not combine this payment with any other Xcel Energy bill payments. Mail check payments to:

Xcel Energy
P.O. Box 9477
Minneapolis, MN 55484-9477

Electronic Funds Transfer (EFT) (Only available to business)

The Electronic Funds Transfer (EFT) payment process allows business customers to pay via Corporate Trade Exchange (CTX) formatted Automated Clearing House (ACH) (also referred to as EDI-820), the ability to electronically remit payment. The payments to Xcel Energy's bank accounts are initiated by the customer through a series of steps linked to the billing system. The CTX addenda records included with the funds transfer allow the posting of the payments to occur electronically to the account numbers provided by the customer. To obtain Xcel Energy's EFT bank account numbers and to provide transfer confirmation, please email CustReceive@xcelenergy.com.

Helpful hints to ensure accurate and timely processing of your payment:

- For all payment options, please have your account number available and note on any payment documentation.
- The hard copy invoice will be sent to you via U.S mail in the coming days. If you would like an electronic copy of our invoice prior to receiving the hard copy, please contact your Designer who is identified in the attached letter.
- In order to apply payment to the correct account and avoid unnecessary delays, please make separate payments for each individual project or invoice.
- Please note that depending on payment selection, it may take up to a few days to process your payment.

ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)

This On-Site Distribution Extension Agreement (the “Agreement”), is dated as of September 3, 2020 (“Contract Origination Date”), by and between Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy (the “Company”) and TOWN OF FRISCO (the “Applicant”). Applicant and Company are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties.” This Agreement is subject to the Company’s Electric Service Distribution Extension Policy (the “Policy”) within Company’s electric tariff (the “Tariff”) and to the entirety of Company’s Tariff, as amended from time to time, and such Policy and Tariff are each incorporated herein by reference. The Policy and Tariff are available for inspection at the Colorado Public Utilities Commission and on Company’s website. Any capitalized term in this Agreement that is not expressly defined herein shall have the meaning set forth in the Policy or Tariff.

This Agreement sets forth the terms and conditions for the design, construction, installation, and payment for the On-Site Distribution Extension (as defined herein), including without limitation the calculation of the Construction Payment to be paid by Applicant. Subject to the exceptions set forth herein and in the Policy and Tariff, the cost responsibility of the Applicant will be based upon, as applicable: (1) standardized per lot costs of constructing and installing the facilities necessary to adequately supply service to single family and townhome lots requested by Applicant (average of sixty (60) feet or less frontage); and (2) Company's estimate of the cost of constructing and installing other facilities necessary to adequately supply the On-Site Distribution Extension (including but not limited to single family and townhome lots more than an average of sixty (60) feet frontage, non-standard load and construction requirements, and commercial facilities), less a Construction Allowance. The Construction Payment shall be non-refundable as of the date that construction commences.

List of Exhibits	Included
Contingency List	Yes
Cost Estimate Worksheet	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Frost and Ground Thawing Agreement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

1. Service. Applicant has requested and Company has agreed that Company will design, construct, and install the necessary On-Site Distribution Extension to provide electric service to serve FRISCO MARINA - PHASE 1 in the City or Town of FRISCO in the County of summit in the State of Colorado (“Service”).

Such Service will have the following characteristics:

Category	Applicability
Type of Service	<input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Indeterminate <input type="checkbox"/> Temporary
Network Service	<input type="checkbox"/> Network <input checked="" type="checkbox"/> Non-Network
Voltage (choose one or both)	<input checked="" type="checkbox"/> Primary Voltage <input type="checkbox"/> Secondary Voltage
Overhead/Underground (choose one or both)	<input type="checkbox"/> Overhead <input checked="" type="checkbox"/> Underground
Phase (choose one)	<input type="checkbox"/> Single-Phase <input type="checkbox"/> Three-Phase <input type="checkbox"/> Combination Single- and Three-Phase
Additional Characteristics (choose any as applicable)	<input type="checkbox"/> Electric Vehicle Charging Station(s) <input type="checkbox"/> High Density Load <input type="checkbox"/> Street Lighting <input type="checkbox"/> Solar <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

The Parties acknowledge that, if Service includes the provision of Street Lighting, such Service is also subject to, without limitation, the requirements of the Street Lighting Extension Policy.

2. Service Class of Applicant. Applicant [is / is not] a Governmental Entity. In accordance with the Policy and the Tariff, the Applicant shall accept Service under the following Service Class(es):

SERVICE CLASS	APPLICABILITY
RESIDENTIAL	
Schedules R, RE-TOU	<input type="checkbox"/>
Schedules RD, RD-TDR	<input type="checkbox"/>
COMMERCIAL/INDUSTRIAL	
Schedules C, NMTR	<input checked="" type="checkbox"/>
Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP	<input type="checkbox"/>
Schedules PG, PST, PTOU, PG-CPP	<input checked="" type="checkbox"/>
STREET LIGHTING	
Schedule TSL MSL, MI	<input type="checkbox"/>
Schedule RAL, CAL, PLL, SL, SSL, SLU	<input type="checkbox"/>
Schedule COL, ESL	<input type="checkbox"/>

3. Associated Agreements. Except as expressly set forth in this Agreement, this Agreement does not encompass any engineering design, facilities, costs, or payments that may be specified in the associated Off-Site Distribution Line Extension Agreement, the Residential Service Lateral Agreement, or the Commercial Service Lateral Agreement that may be entered into by the Parties and that are associated with the provisions of Service hereunder (collectively, the “Associated Agreements”). The Parties acknowledge that such additional engineering design, facilities, costs, or payments specified in the Associated Agreements may be necessary to fully effectuate the provision of Service contemplated herein, and the engineering design, facilities, costs, and payments with respect to those Associated Agreements will be calculated and contracted for separately from this Agreement.

4. Engineering Design of On-Site Distribution Extension. To the extent applicable, Applicant has submitted to Company an approved final plat of the subdivision contemplated hereunder, which subdivision has been approved by the local government entity with authority to approve the final plat. Based on the information provided by Applicant, Company has completed an engineering design and cost estimate to construct and install the facilities necessary to adequately supply the requested On-Site Distribution Extension. The facilities described below do not encompass any engineering design or facilities identified in the Associated Agreements. Company’s engineering design for the On-Site Distribution Extension includes the following:

Category	Project-Specific Information
APPLICANT-PROVIDED INFORMATION*	
Number of Single-Family or Townhome Lots with an average of sixty (60) feet or less of frontage (Standardized Lots)	0
Number of lots/facilities with non-standard load and construction requirements (e.g., commercial facilities, single-family or townhome lots with an average of more than sixty (60) feet of frontage, three-phase service, extensions exceeding three hundred twenty (320) amps, compaction, and/or boring, etc.) (Non-Standard Lots)	0
Number of Street Lights (if any)	0

Category	Project-Specific Information
Point of Interconnection between Off-Site Distribution Line Extension facilities and On-Site Distribution Extension facilities (if applicable)	
ADDITIONAL CIRCUMSTANCES**	
Distribution Reinforcements (if any)	NA
Excess Facilities (if any)	
ATO/MTO Dual Feeder Service (if any)	
Other Considerations/Special Items (if any)	
* Details for each individual single-family or townhome lot contemplated under this Agreement, including individual lot frontage widths, and for any non-standard project elements, may be provided in the Cost Estimate Worksheet.	
** Additional considerations for the following special circumstances, including cost calculation requirements, are set forth in the Policy and Tariff: Distribution Reinforcements; Excess Facilities; and provision of ATO/MTO Dual Feeder Service. Such additional circumstances may require execution of additional ancillary agreements.	

Applicant acknowledges that, in the event that other utilities or facilities will be installed jointly with the On-Site Distribution Extension, Applicant shall arrange for the installation of and payment for any such facilities with the local telephone company, the local cable television company, or any other utility company, as applicable.

5. Construction Obligations. Applicant shall comply with all Construction Obligations, as those obligations are set forth in the Contingency List. The Agreement and all Associated Agreements are contingent upon acquisition of all required permits and approvals, as those permits and approvals are set forth in the Contingency List.

6. Estimated Construction Cost.
 - a. In General. The estimated cost of all facilities necessary to construct and install the On-Site Distribution Extension is calculated in accordance with the Policy and the Tariff (the “Estimated Construction Cost”). The Estimated Construction Cost may include, without limitation, the estimated cost of all materials, labor, rights-of-way, trench and backfill in non-rock conditions or in known rock conditions, permitting, and tree trimming, together with all incidental and overhead expenses connected therewith. “Trench and backfill in rock conditions” shall include any construction activities that require the use of special construction techniques or special equipment.

 - b. Special Provisions for Reinforcement. Where Distribution Reinforcement is required for serving an existing customer’s electric service from Company, Company shall make such Distribution Reinforcement as follows:
 - i. for a Residential or Small Commercial Customer that receives service under a rate schedule which is not based on Kilowatt Demand, relating to the Customer's total load requirements, other than a High Density Load, Company may make such Reinforcements at its expense.

 - ii. For all applicants that receive service under a rate schedule which is based on Kilowatt Demand other than a High Density Load, such Distribution Reinforcement shall be an Off-Site Distribution Line Extension where the Construction Costs shall include the Company’s cost to reinforce the system necessary to serve Applicant’s total load and the Construction Allowance shall be based on the difference between the Applicant’s current maximum Demand over the previous twelve (12) months and Company’s estimate of Applicant’s projected total load.

- iii. Where Distribution Reinforcement is required to serve a High Density Load Customer that in whole or in part with another High Density Load Customer causes system capacity to be exceeded or Company’s facilities to be overloaded, the Customer shall be required to pay Company the necessary costs for the upgrade or Reinforcement needed to correct the condition.
- iv. Where Distribution Reinforcement is required for serving new applicants for electric service from Company, Company may make such Reinforcement as part of a new On-Site Distribution Extension or Off-Site Distribution Line Extension where the Estimated Construction Cost shall include Company’s cost to reinforce the system as well as new Distribution Extension Facilities necessary to serve Applicant’s total load and the Construction Allowance and Off-Site Distribution Line Extension Credit if applicable shall be applicable to the total Estimated Construction Cost.
- v. For conversion from single-phase to three-phase service and all other classes of service with Kilowatt Demand based distribution portion Construction Allowances, any required Reinforcement shall generally recognize the Construction Cost, Construction Allowance, and Off-Site Distribution Line Extension Credit if applicable for the applicant’s additional load and applicant’s Construction Payment provisions of the Policy in accordance with individual agreements between the applicant and Company based upon the amount, character, and permanency of the load. For purposes of this section, all Reinforcement for land development shall be considered non-residential and the land developer shall be responsible for Reinforcement costs.
- c. Special cost calculation considerations affecting the total Estimated Construction Cost, including for any Reinforcement, Excess Facilities, ATO/MTO Dual Feeders, and Uneconomic Extensions may be included in the Cost Estimate Worksheet, and additional terms and conditions are provided in the Policy and the Tariff.

Line	Category	Addendum Needed?	Estimated Cost
1	Standardized Per Lot Construction Costs (0 x \$2,511.00)		\$ 0.00
2	Cost Estimate Worksheet for Non-Standard Lot Construction	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	\$198,117.68
3	ESTIMATED CONSTRUCTION COST (Sum of Lines 1 & 2)		\$198,117.68

7. Calculation of Construction Allowance and Street Lighting Construction Allowance.

- a. Construction Allowance. The terms for the award of the Construction Allowance, if applicable, are as provided for by this Agreement, the Associated Agreements, the Policy, and the Tariff. The Construction Allowance is calculated on a per customer or per kilowatt demand basis, and such amounts for each of the various classes of service are listed in the Policy on the sheets entitled Construction Allowance by Service Class. The Construction Allowance shall be applicable to applicants receiving service under a Standby service schedule and shall be applicable up to the Distribution Capacity, as set forth in the applicable Electric Standby Service Agreement. **The Construction Allowance is not available if Indeterminate Service or Temporary Service is designated** (see Section 1 above).

To the extent applicable, the calculation of the Construction Allowance is as follows:

A	B	C	D	E	F
Line	Service Class and Rate Schedule	Number of Meters	Total Amount of Kilowatt Demand	Construction Allowance	Amount
Residential – On-Site Distribution					
1	Schedules R, RE-TOU	0		\$1,070	\$ 0.00
2	Schedules RD, RD-TDR		0.0	\$260/kW	\$ 0.00
Commercial and Industrial – On-Site Distribution					
3	Schedules C, NMTR	1		\$1,380	\$1,380.00
4	Schedules SGL, SG, SST, STOU, SPVTOU, SG-CPP		49.5	\$350/kW	\$17,325.00
5	Schedules PG, PST, PTOU, PG-CPP		0.0	\$220/kW	\$ 0.00
6	CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 5)				\$18,705.00

To the extent there is excess Construction Allowance arising out of and pursuant to this Agreement, such excess Construction Allowance may be applied to an associated Off-Site Distribution Line Extension Agreement, as set forth therein, provided that such Off-Site Distribution Line Extension Agreement is entered into by and between the same Parties as this Agreement and for the purpose of effectuating the same Service as contemplated hereunder. In no event shall the total amount credited to Applicant exceed the total Construction Payment made by Applicant.

- b. Street Lighting Construction Allowance. To the extent applicable, the calculation of the Street Lighting Construction Allowance for this Agreement is listed below. The Street Lighting Construction Allowance is not available if Indeterminate Service or Temporary Service is designated (see Section 1 above).

A	B	C	D	E
Line	Service Class and Rate Schedule	Number of Point(s) of Delivery or Lighting Unit(s), as applicable	Construction Allowance	Amount
1	Schedules TSL, MSL, MI	0	\$1,080	\$ 0.00
2	Schedules RAL, CAL, PLL, SL, SSL, SLU	0	Lighting Equipment: \$770	\$ 0.00
		0	Distribution System: \$80	\$ 0.00
3	Schedules COL, ESL	0	Distribution System: \$80	\$ 0.00
4	STREET LIGHTING CONSTRUCTION ALLOWANCE (Sum of Lines 1 – 3)			\$ 0.00

8. Construction Payment.

- a. Permanent Service. If the On-Site Distribution Extension is designated to provide Permanent Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount

equal to the Estimated Construction Cost (as set forth in 6 above), less the Construction Allowance and, as applicable, the Street Lighting Construction Allowance (as set forth in Section 7 above), such payment amount subject to Company’s approval, not to be unreasonably withheld.

- b. Indeterminate Service. If the On-Site Distribution Extension is designated to provide Indeterminate Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the Estimated Construction Cost (as set forth in Section 6 above), such payment amount subject to Company’s approval, not to be unreasonably withheld.
- c. Temporary Service. If the On-Site Distribution Extension is designated to provide Temporary Service (see Section 1 above), then Applicant shall pay to Company as a Construction Payment an amount equal to the estimated cost of installing and removing all necessary overhead or underground electric On-Site Distribution Extension facilities, such payment amount subject to Company’s approval, not to be unreasonably withheld.
- d. Calculation of Construction Payment. The Construction Payment under this Agreement is calculated as follows:

Line	Category	Amount
1	Estimated Construction Cost (see Section 6 above)	\$198,117.68
2	Construction Allowance (see Section 7 above)	\$18,705.00
3	Line 1 minus Line 2 (If value is a negative number, such amount may qualify as an excess Construction Allowance applicable to an associated Off-Site Distribution Line Extension Agreement.)	\$179,412.68
4	As applicable, the Street Lighting Construction Allowance (see Section 7 above)	\$ 0.00
5	Line 3 minus Line 4: TOTAL CONSTRUCTION PAYMENT (If value is a negative number, enter \$0)	\$179,412.68

- e. **For non-Governmental Entities** (see Section 2 above). Payment of the Construction Payment shall be made within sixty (60) days of the Contract Origination Date. The Construction Payment shall be non-refundable to Applicant as of the date that construction commences on the On-Site Distribution Extension.
 - f. **For Governmental Entities** (see Section 2 above). To the extent allowable by law, payment may be made in accordance with Section 8.e or governmental Applicant may elect to have Company advance the Construction Payment for the duration of the construction period as follows: Company shall charge the governmental Applicant interest applied to the Construction Payment amount for the applicable construction period at the Company's Allowance For Funds Used During Construction (AFUDC) rate. Company shall bill Applicant for the Construction Costs and the interest within thirty (30) days after the Extension Completion Date. Applicant shall pay Company within ninety (90) days after the Extension Completion Date.
9. Surcharges. Surcharges in excess of the Construction Payment may be assessed for items not otherwise accounted for or incorporated into the original On-Site Distribution Extension or Construction Payment, including without limitation any Applicant-associated delays; obstructions; permit fees; or any special item required to meet construction conditions, including but not limited to Frost Conditions and rock conditions. Company shall separately invoice Applicant for any surcharges as a non-refundable contribution in aid of construction or in accordance with the terms of any separate ancillary agreement, and such invoice shall be paid by Applicant no later than thirty (30) days following the invoice date.

10. Construction in Frost Conditions. Applicant [**authorizes** / **does not authorize**] Company to perform construction activities in Frost Conditions.

For the purpose of this Agreement, “Frost Conditions” exist if ground frost conditions deeper than six (6) inches are encountered at the time of installation of the Distribution Extension Facilities. Applicant is encouraged to have a representative present during Company’s trenching operation to confirm frost depth.

If Applicant authorizes Company to perform construction activities in Frost Conditions, then Applicant agrees to pay, as applicable, the Frost Condition Fees, Ground Thawing Fees, or additional fees, as set forth in the Frost and Ground Thawing Agreement, which shall be incorporated herein by reference.

If Applicant does not authorize Company to perform construction activities in Frost Conditions, then Applicant acknowledges that Applicant’s project may be delayed until Frost Conditions have ceased and there is no further chance of encountering frost.

11. Circumstances Requiring a New Agreement. If Company reasonably determines that design changes made either prior to construction or in the field exceed the scope of this Agreement, this Agreement shall be terminated and a new agreement may be entered into in accordance with the new project scope. If and only if a new agreement is executed by the Parties for a replacement project, any amounts already paid by Applicant as a Construction Payment, may, at Company’s sole reasonable discretion, be either refunded to Applicant or carried over and netted against any newly calculated Construction Payment, less reasonable charges to account for the project scope change.

12. Right-of-Way Agreement. Applicant agrees to execute Company’s standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over, or under Applicant’s property that may be required for Company to provide Service hereunder; and to obtain from other persons or entities as may be required such other rights-of-way, free of charge and on terms satisfactory to Company. Applicant acknowledges that Company’s ability to perform under this Agreement is contingent upon obtaining any and all rights-of-way from Applicant and from other persons or entities, as necessary. The obligation to obtain the necessary rights-of-way is solely and ultimately the obligation of Applicant, and Company shall not be required to expend more than commercially reasonable efforts to assist Applicant in the acquisition of any third-party rights-of-way. All necessary rights-of-way must be provided to Company at least ten (10) days prior to the commencement of construction.

13. Conditions to Company Work Order, Scheduling, and Construction Commencement. The Parties acknowledge that Company shall not be obligated to issue a work order, release for scheduling, or commence construction of the On-Site Distribution Extension unless and until the following requirements have been satisfied:

- a. execution by Applicant of this Agreement and all Associated Agreements, and of any other Exhibits and ancillary agreements, as applicable;
- b. receipt by Company of the applicable Construction Payment(s) under this Agreement, under all Associated Agreements, and under any ancillary agreements;
- c. receipt of one-line diagrams, load information, plats and any other information required by Company to calculate Company’s estimate of Applicant’s load and to determine the appropriate facilities necessary under this Agreement, the Associated Agreements, and any ancillary agreements;
- d. receipt of confirmation from Applicant that Applicant has satisfied all Construction Obligations as set forth in Section 5 above, and in the Contingency List, such obligations subject to Company’s approval, with such approval not to be unreasonably withheld.

Upon the acceptance of the terms and conditions of this Agreement, Applicant must return all applicable documents to Public Service Company of Colorado, at the address provided on the signature page of this Agreement.

14. Estimated Installation Timeframes.

- a. Time to Accept Agreement. The Estimated Construction Cost and Construction Payment set forth herein shall be effective for sixty (60) days from the Contract Origination Date. Should Applicant fail to execute and return this Agreement to Company and pay the Construction Payment within those sixty (60) days, Company's offer shall be deemed revoked and Applicant may request that Company re-calculate the Estimated Construction Cost and Construction Payment. Notwithstanding the foregoing, the Parties may agree to extend the time period for Applicant to execute the Agreement on a date subsequent to the sixty (60)-day period, such extension period not to exceed ninety (90) days from the Contract Origination Date.
- b. Time to Complete Conditions. If Applicant fails to satisfy all conditions identified in Sections 5, 12, and 13 within sixty (60) days of Applicant's execution of the Agreement, Company reserves the right to re-calculate the Estimated Construction Cost and Construction Payment, and this Agreement may be terminated and may be replaced with a new agreement. Notwithstanding the foregoing, the sixty (60)-day period to complete the conditions identified in this subsection shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity.
- c. Estimated Time to Complete Construction. Applicant shall be notified of which week construction is scheduled to begin. Company shall make all reasonable efforts to complete construction within one hundred twenty (120) days under normal circumstances and conditions. The one hundred twenty (120)-day construction period shall not commence until Company certifies that Applicant has complied with all conditions identified in Sections 5, 12, and 13 ("Company Certification"). Notwithstanding the foregoing, the one hundred twenty (120)-day period to complete construction shall be tolled during any winter or other construction moratorium period implemented by a jurisdictional governmental entity, emergency system condition, extreme weather event, period of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition, or unanticipated scheduling conflicts.

Any portion of this On-Site Distribution Extension that is not completed in a normal manner, that is, by following accepted construction practices, within one hundred twenty (120) days after the Company Certification, shall be struck from this Agreement, and the Construction Payment shall be updated accordingly.

If the failure to complete construction within the one hundred twenty (120) day construction period is caused solely by Company, the uncompleted portion of the On-Site Distribution Extension shall not be struck from this Agreement; Applicant's Construction Payment shall become interest bearing; and Company shall pay interest to Applicant at the rate Company currently pays on residential security deposits. Notwithstanding the foregoing, Company shall not be required to pay interest to Applicant if Company's performance under this Agreement is delayed on account of circumstances that are outside of Company's reasonable control, including without limitation, construction moratoria; emergency system conditions; extreme weather events; periods of construction delay attributable to Frost Conditions, rock conditions, or other unanticipated construction condition; or unanticipated scheduling conflicts.

- d. Status Updates on Construction Progress. Company shall provide periodic status updates to Applicant throughout the construction process and shall promptly notify Applicant if Company is reasonably certain that Company will require an extension of the estimated installation timeframe. Applicant may direct any questions regarding the status of the On-Site Distribution Extension to Company by contacting the Company representative by telephone or e-mail.
15. Ownership. The facilities constructed under the terms of this Agreement on the electric supply side of the Point of Delivery shall be, at all times, the property of Company. The Point of Delivery is the point where Company's electric facilities are first connected to the electric facilities of the customer. The location of the Point of Delivery will be determined by Company in accordance with standard practice or as individual circumstances may dictate as set forth in the Xcel Energy Standard for Installation and Use.

16. Lien Waiver Prohibited. Applicant acknowledges that the Tariff prohibits Company from accepting payment with any sort of lien waiver. Accordingly, Applicant agrees that any attempt to create a lien waiver in such manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void.
17. Insurance. Applicant shall purchase and maintain such insurance as shall protect Applicant and Company from claims that may in any way arise out of or be in any manner connected with the performance of the Agreement, whether such claims arise out of the act or failure to act of Applicant, Company, their respective contractors or subcontractors, or of the direct or indirect delegate, appointee, or employee of either.
18. Indemnification. **This Section 18 applies only if Applicant is not a Governmental Entity.** Each Party (the “Indemnifying Party”) shall indemnify, defend, save, and hold harmless the other Party, its affiliates, and their respective directors, officers, employees, contractors, representatives and agents (each an “Indemnified Party”) from any and all claims, demands, liabilities, damages, losses, actions, suits or judgments, fines, penalties, costs and expenses (including, without limitation, court costs, expert witness fees, and attorneys’ fees) (collectively, “Losses”) resulting from an injury to person or persons (including death) or damage to property arising out of or related to this Agreement to the extent caused by: a default under, or a failure to perform in accordance with the terms of, this Agreement by the Indemnifying Party; a violation or alleged violation of applicable laws by the Indemnifying Party; or the negligence, intentional acts or omissions, or other misconduct of the directors, officers, employees, contractors, representatives, agents or other person or entity acting on behalf of the Indemnifying Party. Applicant shall indemnify, defend, and hold Company harmless from and against all Losses arising out of or related to environmental conditions at the project site or the on-site or off-site management, transportation, storage, disposal, or exacerbation of contaminated soils, water, groundwater, or vapors encountered by Company at the project site. In respect of an indemnity obligation of a Party hereunder resulting from an injury to person or persons (including death) or damage to property, no Party shall be liable hereunder for an amount greater than that represented by the degree or percentage of the negligence or fault attributable to such Party that produced the injury or damage giving rise to indemnity obligation.
- The Parties agree that the foregoing indemnity obligations shall be in addition to any insurance obligations herein and shall not be limited in any way by the amount of any insurance required hereunder. Further, these indemnity obligations shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy. Nothing in this Section shall enlarge or relieve either Party of any liability or obligations to the other for any breach of this Agreement.
19. Limitation of Liability. Neither Party shall be liable to the other Party for any special, incidental, indirect, punitive, or consequential loss or damage whether or not such loss or damage is caused by the fault or negligence of the Party, its employees, agents, or subcontractors. This exclusion of liability for special, incidental, punitive, or consequential loss or damage applies to loss of profits or revenue, costs of capital, loss of use of equipment or facilities, cost of purchased or replacement power or claims of customers due to loss of service. This exclusion does not apply to indemnification claims arising out Section 18 above, or if the Agreement is terminated for default pursuant to the Agreement.
20. No Partnership or Agency. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party. Except as specifically provided for in this Agreement to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party. In no way is this Agreement, or Company’s actions pursuant to this Agreement, to be construed to deem Company an agent of Applicant in any manner whatsoever.
21. Assignment. Applicant may not assign this Agreement without the prior written consent of Company.
22. Governing Law. The interpretation and performance of this Agreement and each of its provisions will be governed and construed in accordance with the laws of the State of Colorado, exclusive of conflict of laws

principles. The Parties submit to the exclusive jurisdiction of the state courts of the State of Colorado, and venue is hereby stipulated as Denver or such other city as mutually agreed to by the Parties.

23. Exhibits. The Exhibits to this Agreement are hereby incorporated in this Agreement by reference and constitute a part of this Agreement.
24. Merger. This Agreement and the exhibits attached hereto, constitute the entire agreement between the Parties relating to the subject matter herein. There are no other provisions, terms, or conditions to this Agreement, whether written or oral, and all prior or contemporaneous agreements with respect to the subject matter herein are superseded by this Agreement.
25. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.
26. Third Party Beneficiaries. No provision of this Agreement shall in any way inure to the benefit of any third person so as to make any such person a third party beneficiary of this Agreement.
27. Severability. In the event any words, phrases, clauses, sentences, or other provisions hereof are invalid or violate any applicable law, such offending provision(s) shall be ineffective to the extent of such violation without invalidating the remainder of this Agreement, and the remaining provisions of this Agreement shall be construed consistent with the intent of the Parties hereto as closely as possible, and this Agreement, as reformed, shall be valid, enforceable, and in full force and effect.
28. Headings. The headings of Sections of this Agreement are for guidance and convenience of reference only and will not limit or otherwise affect any of the terms or provisions of this Agreement.
29. Counterparts. This Agreement may be executed in counterparts and each executed counterpart will have the same force and effect as an original instrument.
30. Amendment. This Agreement may not be amended except by written agreement between the Parties.
31. Term and Termination. This Agreement is effective on the Parties as of later of the Contract Origination Date or the date upon which both Parties execute the Agreement, and will terminate upon notice by Company to Applicant that (a) Applicant has failed to fulfill a condition precedent to Company's work as set forth in this Agreement; or (b) the Parties have satisfied all obligations as set forth in this Agreement. Sections 3, 15, 16, 17, 18, 19, 21, 22, 23, 24, 25, 26, 29, 30, and 31 of this Agreement shall survive the termination of this Agreement.

[SIGNATURE PAGE FOLLOWS]

Applicant has reviewed and approved the terms and conditions of this On-Site Distribution Extension Agreement (Electric) and accepts the cost of the Construction Payment of \$179,412.68 as calculated in Section 8. Applicant understands additional charges may arise in accordance with the Policy, Tariff, and Agreement. Applicant will send to Company an original signed copy of this Agreement together with any applicable ancillary agreements, Associated Agreements, or documents, as applicable.

Contract Origination Date: September 3, 2020

IN WITNESS WHEREOF, duly authorized representatives of the Parties have executed this On-Site Distribution Extension Agreement (Electric).

Company Representative	
Print Name: <u>Amy Lagace</u> Title: Designer Thereafter Signature: _____ Date: September 3, 2020	Mailing address: Xcel Energy 200 WEST 6TH STREET Silverthorne, CO 80498 Phone: <u>970-262-4033</u> Email address: <u>Amy.Lagace@xcelenergy.com</u>
Applicant	
Print Name: _____ Title: _____ Signature: _____ Date: _____	Mailing address: TOWN OF FRISCO _____ _____ Phone: _____ Email address: _____
Company Authorization	
Name: Kristopher Farruggia Title: Director Design Construction <div style="display: flex; align-items: center; margin-top: 20px;"> <div style="font-size: 24pt; font-weight: bold; margin-right: 10px;"> Kristopher Farruggia </div> <div style="font-size: 10pt;"> Digitally signed by Kristopher Farruggia Date: 2020.09.04 06:34:10 -06'00' </div> </div> Signature: _____ Date: _____	

[SIGNATURE PAGE TO ON-SITE DISTRIBUTION EXTENSION AGREEMENT (ELECTRIC)]



CONTINGENCY LIST

*CUSTOMER:	TOWN OF FRISCO
ADDRESS:	FRISCO MARINA - PHASE 1
CITY:	FRISCO
DESIGN NO:	936306
SN:	11508987

SIGNATURE** _____

DATE: _____

*** Confidential Information**

**** Customer is to return copy of signed document to your Xcel Energy Representative**

Public Service Company of Colorado d/b/a Xcel Energy (the “Company”) has completed the engineering design and cost estimate for your electric and/or gas distribution request. The Company will install the facilities as shown in the attached engineering sketch(es), when all contractual obligations and customer-supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason this design does not meet your request as intended, please review with the Company’s Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) The Company looks forward to completing the installation of these facilities for you and providing for any future needs you may have.

1. Disclaimer. Company shall not be responsible for the repair or replacement costs resulting from damage to items that are not marked prior to Company’s commencement of construction.
2. Construction Obligations. To the extent applicable, Customer shall confirm to Company, and Company shall certify, that the following construction obligations have been met prior to Company commencing construction on the project.
 - ❖ Customer must install curb and gutter prior to installation of electric and/or gas distribution facilities.
 - ❖ When construction consists of five (5) sites or fewer, all sites must be ready. For projects with more than five (5) sites, approximately fifty (50) percent of the sites must be ready.
 - ❖ As determined by Company, required property pins, necessary curve points, easements, proposed structures, and facility equipment locations must be staked and visible in the field.
 - ❖ If checked, Customer has agreed to install sleeves at crossings (electric construction only).
 - ❖ Water line, sewer lines septic systems, leach fields, and any other underground obstruction must be staked, flagged, and installed prior to Company gas and/or electric construction.
 - ❖ Transformers, switch cabinet locations, pedestals, gas regulator stations, meter installations, and other surface mounted equipment must be exact final grade. All other street/easements/service lateral routes must be within plus or minus six (6) inches of final grade.
 - ❖ Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excluded).
 - ❖ Where existing slopes prohibit trenching, Customer must provide temporary grade for trenching equipment.
 - ❖ Construction route must be clear of all obstructions.
 - Construction material must be cleared from route.
 - Temporary trailers, buildings, and other obstacles must be moved.
 - Company will trim/clear trees along the construction route. Subject to Company’s approval, if Customer elects to trim/clear the trees on Customer’s own property, \$0.00 will be deducted.
 - ❖ All roof drains must be directed away from Company equipment in a manner that prevents damage or settling of facilities, or both.
 - ❖ If transformers, switch cabinets, or gas meters require bumper protection, Customer must install protection at Customer’s sole cost. Customer must contact design engineer for bumper protection clearance requirements.
 - ❖ If Customer knows or suspects contaminants are present on the property where Company may be working, Customer must disclose its knowledge or suspicion to Company prior to Company commencing construction. If there are known contaminants on the subject property, Customer/developer/owner must remove the contaminants to any impacted soils or groundwater prior to Company commencing construction. If, prior to or



during Company construction, contaminants are encountered that were previously unknown, all work will be stopped until Customer remediates the site to ensure Company's crews are working in non-contaminated soils and that all facilities are located upon or buried in non-contaminated soils. The Company may, in its sole discretion, agree to other appropriate alternatives to these remediation requirements that are protective of worker and public safety and that protect the Company from incurring environmental liabilities.

- ❖ The Customer/developer/owner shall comply with all applicable federal, state, and local laws, regulations, and ordinances ("Environmental Laws") regarding environmental contamination, including without limitation any Environmental Laws pertaining to soil and/or debris excavated from the property that is contaminated with hazardous substances, hazardous or solid wastes, petroleum, or other similar regulated materials. Company shall not be liable or responsible for environmental conditions at or near the Project site, and Customer shall be responsible for environmental conditions and costs of properly managing any impacted media including, but not limited to, soils or groundwater. The Customer/developer/owner shall be responsible for any additional costs arising out of pre-existing contamination on the property, including but not limited to: (a) Company exacerbating pre-existing conditions; and/or (b) Company's adoption of greater or different procedures for utility installation than its standard business practice when dealing with clean, uncontaminated soils.
- ❖ Customer will be responsible for replacing existing sod, shrubs, trees, etc., and for repairing existing paving, at no cost to Company.
- ❖ Customer must ensure that all Company facilities meet all local setback and zoning requirements, and remain accessible at all times for routine maintenance purposes.
- ❖ All areas of the door sides of transformers and/or switch cabinets must remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- ❖ With regard to meters and service laterals:
 - The permanent address must be attached to the building before the permanent meter will be set.
 - Multiple unit structures must have each meter housing and fuel line, as applicable, permanently identified before the meter will be set.
 - Multiple unit structures with banked metering require separate trenches for any Customer-owned facilities.
 - No Customer-owned facilities will be allowed in any easement granted by the property owner to Company.
 - Customer is responsible to provide required clearances for all electric and gas metering equipment in accordance with the Xcel Energy Standard for Electric Installation and Use and applicable laws, regulations, and standards as determined by the Company.
 - Company will install all residential underground electric services in accordance with Company's Electric Extension Standards.
 - All commercial electric underground services, complete to transformer, pedestal, or terminal pole shall be installed, owned, and maintained by Customer in accordance with Company's Electric Extension Standards.
 - Adequate conduit under concrete, decks, and other obstructions shall be the responsibility of Customer.
 - Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be at Customer's cost.
 - Company will install all gas services.
 - If checked, Customer must provide a concrete pad for gas meter support at no cost to Company.

Meter Pad Dimensions: long X wide X thick.

3. Permit Obligations. The Agreement and all Associated Agreements are contingent upon acquisition of the following permits and/or approvals:

- Town Permit
- County Permit
- State Highway Crossing Permit
- Railroad Crossing Permit
- Bureau of Land Management (BLM) Approval
- Grading and Drainage Permit
- Water Board Crossing
- Special Permit
- Corps of Engineer's Permit
- Other [Please specify.]



4. Trench Compaction Requirements. Company is required to provide the following trench specifications:

- Wheel Compaction feet of trench
- 85% Standard Proctor Compaction feet of trench
- 95% Standard Proctor Compaction feet of trench
- 95% Modified Proctor Compaction ALL feet of trench
- Bore feet of trench

Frisco Marina Phase 1
 HWY 9 & Marina Drive
 Electric Distribution

Install:
 3 - 25 AMP SM-20 Fuses
 2 - 75kVA 3PH 120/208sXFMRs
 1 - 150kVA 3PH 120/208 XFMR
 - Pad 68' x 78'
 Approx. 1975' of 3PH #1 Solid*
 Approx. 1000' of 4" Conduit
 Misc Elbows and Couplings as needed
 *please note cable includes additional for slack and coiling

Permits: Town of Frisco, confirm developer has obtained all the necessary permits including Summit County G & E, Storm Water, and Wetland Mitigation permits

Pre-construction meeting: Town of Frisco, Sturgeon and Xcel Designer.

Outages: No outages expected

Traffic Control: Cones and Signage and flaggers as needed.

Restoration: Concrete and Asphalt cuts and repairs required.

Trench specs: Joint trench with Town Fiber. Xcel to compact all trench lines at 95%. Fill trench with class 6 roadbase. Haul off site. Very rocky and sandy soil.

Special Equipment: No special equipment expected

Staging of Equipment: Xcel will require a staging area for cable, pipe, transformers and roadbase.

Owner must stake: Property lines, edge of pavement, ROW and easements prior to the start of construction. No pavement, sidewalks, concrete or driveways to be laid till Xcel has installed this distribution. All above ground equipment (transformers) and trench line will need to be staked by customer.

Xcel Energy responsible for coordinating:

- Electric Distribution Installation
- Locates
- Traffic Control
- Trench fill
- Spoils picked up and hauled away offsite
- 95% compaction
- Asphalt and Concrete restoration

Customer responsibilities on their site:

- Site must be stake by a qualified surveyor: building corners, property lines, edge of pavement, ROW, above ground equipment, trench line and easements prior to the start of construction.
 - Site must be within 6 +/- to final grade.
 - Above ground equipment locations must be at final grade.
 - No pavement, sidewalks, concrete or driveways to be laid till Xcel has installed distribution.
 - Confirm all transformers have the proper 10' of clearance from any combustible structure and 20' from any building doors.
 - Refer to Electric & Gas Contingency Agreement for complete list of responsibilities
- Xcel Designer - Amy Lagace 970-262-4033

Span Details:
 Span 1 - Approx. 550' of 3PH #1 Solid from XFMR 68/39 to XFMR 011/751 (trench 520)
 - in 4" conduit
 Span 2 - Approx. 725' of 3PH #1 Solid from XFMR 011/751 to XFMR 445/786 (trench 700)
 - asphalt crossings in 4" conduit
 Span 3 - Approx. 700' of 3PH #1 Solid from XFMR 445/786 to XFMR 535/057 (trench 675)
 - asphalt crossings in 4" conduit
 Span 4 - Approx. 200' of 4" Conduit for future phase

Trench Specs:
 -95% Compaction
 - Class 6 Roadbase required for trench padding, nothing larger than 3" diameter allowed back in trench
 - Site expected to be very rocky
 - Joint trench with Frisco Town Fiber
 - Haul spoils offsite
 - Trench line & equipment to be surveyed and staked per site plan by customer and approved by Xcel Designer
 - Facilities to be installed inside utility easement as shown on site plan/plat. If no easement on plat a separate utility easement will need to be filed with the county.
 - Site to be at +/- 6' to final grade and equipment locations at final grade prior to installation



Customer Signature:

Work Order Information	
Service Request #	:
Design Number	: 000000936306
Designer/Planner ID	: 200910
Designer/Planner Name	: Lagace, Amy
Designer/Planner Ph #	: 970-262-4033
Manager Approval	:

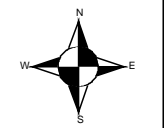
Joint Utility	
E:	G:
T:	C: TOF

Design Location	
Division	: MOUNTAIN REGION
County	: Summit
City	: Frisco
Address	: Frisco Marina
T: 5S	R: 78W S: 35
Map #	: 1833634 02 Permit : Frisco

Electric	
Feeder: SUMM2604	Voltage: 24.9
Phase: ABC	Bkup Dev ID:

Gas	
System	: Pressure
Size	: Material
Dead End	:

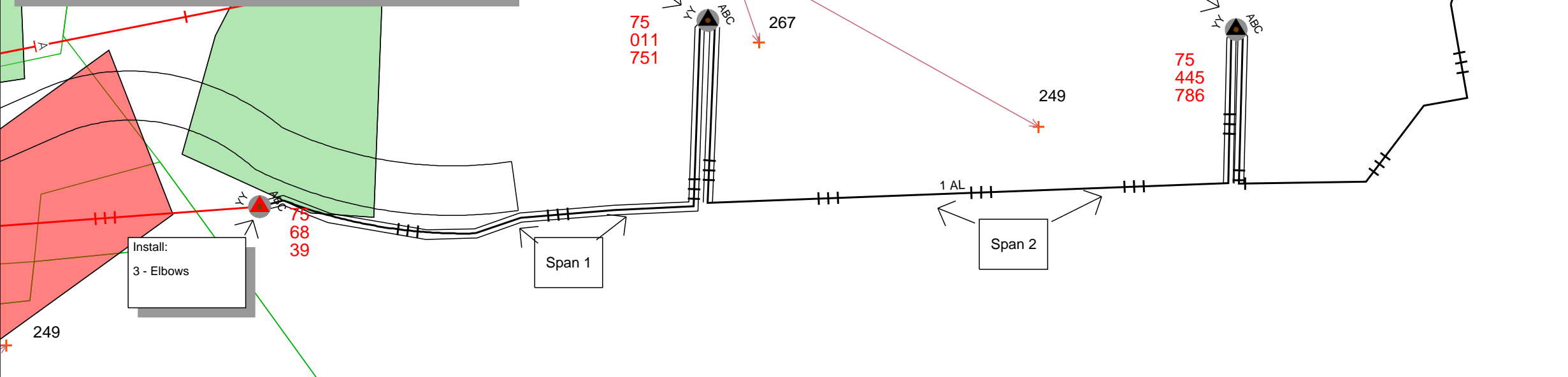
Work Order # :
 Date: 09/03/2020
 Sketch: #1 Of #1 Sketch Data
 Scale: 1" equals 100'



CONSTRUCTION USE ONLY

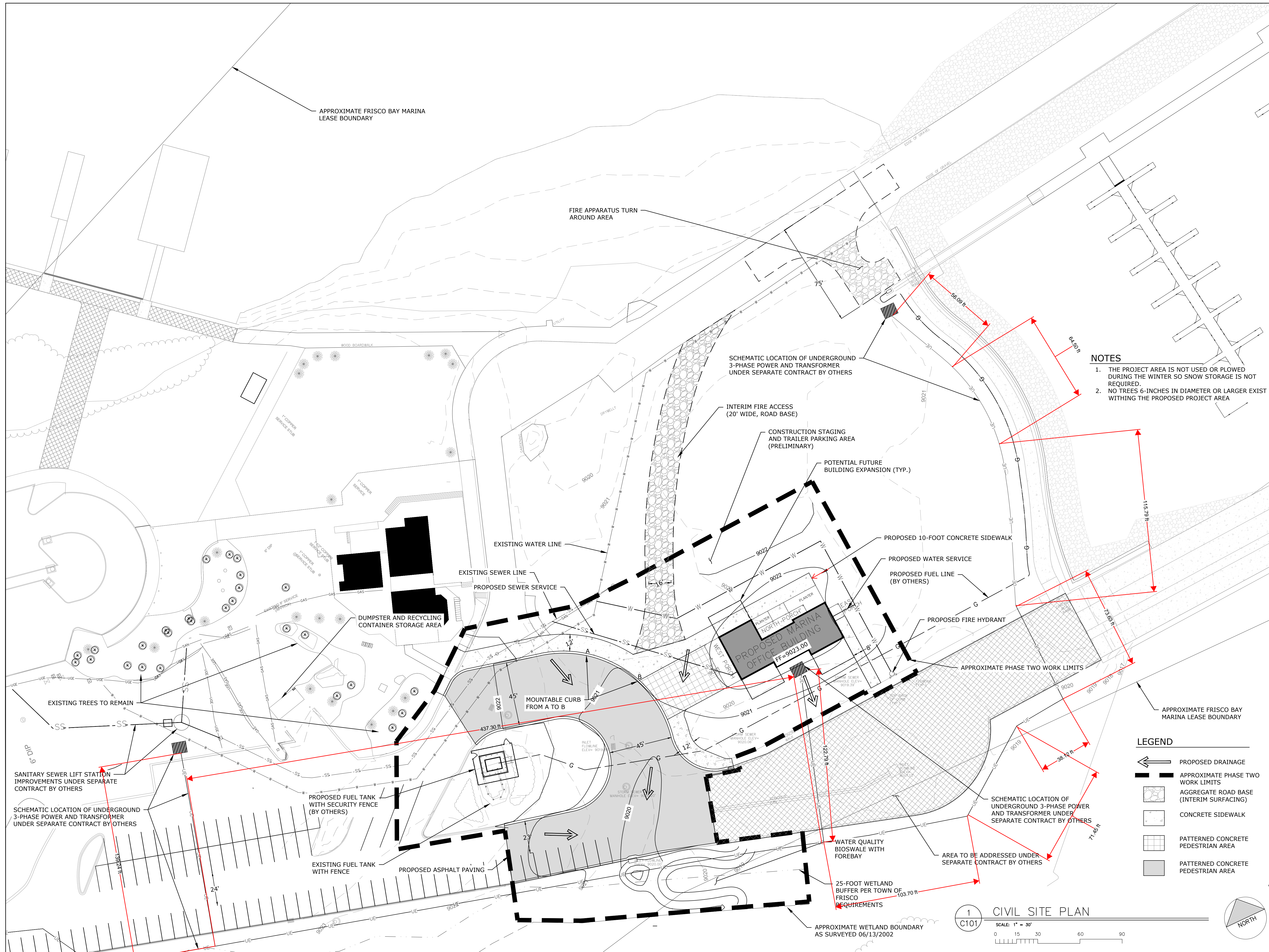
NO CHANGES (BUILT AS DESIGNED)
 CHANGES MADE AS INDICATED
 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO
 FOREMAN _____ DATE _____
 TEAM LEADER _____



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- NOTES**
1. THE PROJECT AREA IS NOT USED OR PLOWED DURING THE WINTER SO SNOW STORAGE IS NOT REQUIRED.
 2. NO TREES 6-INCHES IN DIAMETER OR LARGER EXIST WITHING THE PROPOSED PROJECT AREA

**phase two
site improvements**

frisco bay marina
frisco - colorado

PROJECT # 1951

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AS AN UNPUBLISHED WORK, ANY REPRODUCTION OR
REUSE WITHOUT WRITTEN CONSENT IS PROHIBITED.

ISSUE:

review	11 mar 2020
DRC review	24 june 2020
DRC review comments	15 july 2020
Town Planning	14 august 2020

- LEGEND**
- ← PROPOSED DRAINAGE
 - APPROXIMATE PHASE TWO WORK LIMITS
 - ▨ AGGREGATE ROAD BASE (INTERIM SURFACING)
 - ▩ CONCRETE SIDEWALK
 - ▧ PATTERNED CONCRETE PEDESTRIAN AREA
 - ▦ PATTERNED CONCRETE PEDESTRIAN AREA

1 CIVIL SITE PLAN

SCALE: 1" = 30'

0 15 30 60 90

NORTH

CIVIL SITE PLAN

draft

C101



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL

FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER

RE: FRISCO BAY MARINA – CONTINUING SERVICES CONTRACT WITH STAIS ARCHITECTURE & INTERIORS

DATE: SEPTEMBER 22, 2020

Summary and Background: On August 27, 2019, the Town entered into a sole source contract with Stais Architecture & Interiors under resolution 19-28 for an amount not to exceed \$123,000 for services associated with Phase Two site improvements. Services under this contract included programming, conceptual design, schematic design, and design development for the new retail + office building at the Frisco Bay Marina. Work also included the complete design of the Phase Two site. This work is nearing completion at this time.

The new retail + office building is part of the Phase Two site improvements. The current offices occupy the historic Lund House, which was moved to the Marina circa 1998. The existing offices do not meet demand. The proposed retail + office building is 2,290ft² and includes expanded retail space, staff offices, and support spaces in a single story wood frame building atop a concrete slab and foundation.

If Council's goal is to construct the new retail + office building in 2021, construction drawings must be completed so an RFP can be released for the work no later than January 2021. Staff is recommending a sole source contract with Stais Architecture & Interiors to complete construction drawings, assist with bidding and permitting, and to serve in the construction administrative role for the duration of the construction project. Included in the scope is also site work for the building and turnaround area. Total contract cost is not to exceed \$199,648.

Analysis: Council adopted the Frisco Marina Park Master Plan on June 26, 2018. The comprehensive plan developed a formalized long-range plan for the Marina with maps, images, site plans, details, phasing, and estimated costs. As a result of this plan, additional planning efforts, financing, and timing, both the big dig excavation project and phase one site improvements to the Marina were completed in 2019. As a result of this work, approximately four (4) new acres of land were created at the Marina. Much of this new land is referred to as the "Phase Two Site."

On August 27, 2019, Council entered into a sole source contract with Stais Architecture & Interiors for the design of these Phase Two Site improvements. The scope of the design work included redesign of a new retail + office building and design and/or repurpose of a food and beverage building. The scope also included the larger context of the site such as upgrading site circulation to enhance safety and efficiency, site entry analysis, and future phasing options.

Preliminary concepts for the overall site plan, site improvements, new retail + office building design and F&B options were presented to the Town Council at the January 14, 2020 work session. Council was supportive of the preliminary concepts and directed staff return at a later date to provide additional details and costs associated with conceptual plans and phasing options.

Mr. Stais and his team returned to Council on June 1, 2020. Costs for all Phase Two site improvements were reviewed with Council and included:

Phase 2 site improvements include:

FBM phase 2 cost projections

infrastructure costs	1,500,000
guest service/office building	1,500,000
remodel Lund/IsI Grill/Baths	150,000
site work: building & turnaround area	874,000
site work: remaining paths & site	1,027,000
restroom	750,000
pavilion	500,000
playground	400,000
Total	6,701,000

With only \$4.9M in the marina capital fund balance, staff recommended and Council supported not financing all these projects at this time. A total of \$465,000 was kept in the Marina capital fund for 2020 to finish the fire suppression system, lift station design and permitting, the fuel system, utilities, and design and permitting costs associated with the new retail + office building.

The new retail + office building is designed at this time and an application for a Major Site Plan review was submitted by Stais Architecture & Interiors to the Community Development Department on 8/14/2020. The Plan was recently reviewed by and approved by the Planning Commission on 9/17/2020.

Financial Impact: On January 22, 2019, the Town Council approved Ordinance 19-01 authorizing issuance of Marina Enterprise Revenue Bonds in an amount not to exceed \$6,000,000 to provide funding for capital projects to expand capacity at the Marina to complete the first two phases of the Frisco Marina Park Master Plan. Note: with initial project costs estimated at \$7.6M, and bond proceeds of \$5M, it was understood the Town would need an additional \$2.5M or more to complete all of the proposed projects at the Marina.

The marina capital budget for 2020 was \$1.1M. In light of the pandemic, this amount was reduced to \$465,000, of which \$197,946 has been spent year to date for infrastructure and planning, including the installation of the fire suppression system, the design of the fuel system, finalized wetlands mitigation (from Phase One work), and design of Phase Two site improvements.

Of the \$123,000 budgeted for the original contract with Stais Architecture & Interiors, a total of \$103,734 has been spent year to date on the new retail + office building, and Phase Two site improvements.

The proposed agreement with Stais Architecture & Interiors is for \$199,648, which will be split between 2020 and 2021 and will account for architectural work, civil, landscape, structural,

mechanical/electrical, and interiors. Funds will come out of the Marina Fund Capital Improvements (90-9000-4444). There are sufficient funds in this account for this work.

As a reminder, the marina is an enterprise fund, meaning it is not dependent upon the Town's general fund. There is currently \$4.9M in the marina capital fund balance. The construction of the new retail + office building will be proposed as part of the 2021 budget process. Total construction cost for the building is estimated at this time to be \$1.3M, and site work costs for the building and turnaround area is estimated to be \$874,000.

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

The project goals for the new retail + office building tie directly to principles outlined in the Marina Master Plan and the Frisco Community Plan. Final site conditions will include trail connections to the rec path and neighboring areas, connect the Marina more closely with Main Street, improve vehicular access including a dropoff for shuttle services and possible future public transit, and more opportunities for the public to interact with the shoreline of Lake Dillon while enhancing the natural resources along the lake edge.

This building is a key part of the evolution of the Frisco Bay Marina and included in the Phase Two site improvements. Its completion and occupancy will help the Marina staff better serve guests, and allow for future renovations to the Lund House and Island Grill.

Environmental Sustainability: Per the 2019-2020 Town of Frisco Strategic Plan, the Town of Frisco will take action to collaboratively protect and sustain our treasured environment, by ensuring new development achieves a balance between the natural and built environment and implementing initiatives to address climate change. The Town has prioritized sustainability in the project design, construction, and operation of this building to the greatest extent practicable. Primary wall siding is locally sourced beetlekill pine from Summit County. Standing seam steel siding is used for secondary accent siding. Asphalt shingles are proposed for roofing, with 850ft² of solar PV panels on south facing roofs, expected to provide 17KW of capacity.

Inclusion of active solar systems will be a budgetary decision for the Council, but the design will incorporate 'solar ready' options for mechanical and electrical systems so the town can easily add those at a later date if not installed as part of initial construction.

Staff Recommendation: Staff recommends a sole source services contract with Stais Architecture & Interiors for the continuation of services for the retail + office building at the Frisco Bay Marina. Under section 9-3 of the Town Code, the Town Council is authorized to approve a contract for goods or services without a competitive bidding process when, in the opinion of the Council, the goods or services are best obtained from a single source due to specialized skills, knowledge or experience, unique and relevant experience, knowledge of the Town or exceptional qualifications or reputation in the field. Mr. Stais' work to date includes programming, conceptual design, schematic design, and design development for the new retail + office building at the Frisco Bay Marina. Work also included the complete design of the Phase Two site. The Major Site Plan was approved by Planning Commission on 9/17/2020.

Staff is recommending a sole source contract with Stais Architecture & Interiors to complete construction drawings, assist with bidding and permitting, and to serve in the construction administrative role for the duration of the construction project. Included in the scope is also site work for the building and turnaround area.

Mr. Stais also served on the Advisory Committee for the Frisco Marina Park Master Plan. He has the knowledge and the unique and relevant experience associated with this project, as well as the ability to incorporate the Council's sustainability goals into the design while also managing the financial realities of the project. The proposed agreement with Stais Architecture & Interiors is fair and reasonable in light of the market for similar services.

Another option for Council to consider would be to release an RFP for the work. Given the dollar amount of \$199,648 for the project, Council may opt to release a competitive bidding process. Considering where the project is to date, this process of an RFP may limit the ability to construct this project in 2021, and bids may come in higher or lower than the \$199,648 proposal.

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

Bonnie Moinet, Finance Director

CONTRACT FOR GOODS AND/OR SERVICES

THIS AGREEMENT ("Agreement"), made this 22nd day of September 2020, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Stais Architecture & Interiors, a Colorado Corporation, as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

ARTICLE I **SCOPE OF SERVICES**

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

Section 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before December 31, 2021. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO.

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

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

ARTICLE II **ADMINISTRATION OF THIS AGREEMENT**

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.

Section 2.2 Oversight: All of the work associated with the Project shall be performed under the direction of Diane McBride, Assistant Town Manager/Recreation & Culture Director; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

Section 2.3 Ownership and Use of Documents:

(a) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FRISCO. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(b) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FRISCO (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FRISCO and the design professional and specific written verification or adaption by the design professional.

(c) Notwithstanding the provisions of Sections 2.3(a) and (b) above, FRISCO reserves the right to utilize any documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement. FRISCO shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 2.4 Insurance:

(a) CONTRACTOR agrees to procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(c) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Section 2.4(c).

(d) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If CONTRACTOR has no owned automobiles, the requirements of this Section 2.4(d) shall be met by each employee of CONTRACTOR providing services to FRISCO under this Agreement.

(e) The insurance policies required by Sections 2.4(a), (b) and (d) shall name FRISCO, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(f) Every policy required under this Section 2.4 shall be primary insurance, and any insurance carried by FRISCO, its officers, or its employees, or carried by or provided through any insurance pool of FRISCO, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. All insurance policies must be written by a reputable insurance company with a current

Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado.

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

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

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

(i) The parties hereto understand and agree that FRISCO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to FRISCO, its officers, or its employees.

Section 2.5 Indemnification:

(a) CONTRACTOR shall indemnify and hold harmless FRISCO and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to copyright infringement, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be

construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person described in this Section 2.5(a).

(b) In any and all claims against FRISCO or any of its agents or employees by any employee of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section 2.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts.

Section 2.6 Subcontractor: CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify FRISCO in writing for FRISCO's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor.

Section 2.7 Termination of Agreement:

(a) This Agreement may be terminated by either party upon thirty (30) days' written notice, provided that such termination is based upon a substantial failure by the other party to perform in accordance with the terms in this Agreement. Failure to proceed in a timely manner, and/or deviation from the aforesaid Agreement without prior written approval of FRISCO, shall constitute authority for issuance of a termination notice, except wherein circumstances beyond the control of CONTRACTOR shall warrant alteration, adjustment or deviation from this Agreement. In addition, FRISCO may terminate this Agreement for its convenience upon thirty (30) days' written notice. In the event of termination, FRISCO will pay CONTRACTOR for all services performed to the date of termination. If payment is otherwise due upon completion, FRISCO will pay CONTRACTOR for the pro rata value of the completed portion of the Project that will be incorporated into the Project. FRISCO will require the release of all lien rights as a condition of such payment.

(b) Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FRISCO's obligations under this Agreement are subject to annual appropriation by the Town Council of FRISCO. Any failure of a Town Council annually to appropriate adequate monies to finance FRISCO's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.8 Binding Effect: FRISCO and CONTRACTOR each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FRISCO nor CONTRACTOR shall assign or transfer its interest in this Agreement without the written consent of the other.

Section 2.9 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and/or e-mail addresses are provided for convenience only.

FRISCO:

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

CONTRACTOR:

Stais Architecture & Interiors
P.O. Box 4175
Frisco, Colorado 80443
Attn: Matthew Stais
Electronic mail: matt@staisarchitects.com

ARTICLE III **RESPONSIBILITIES OF FRISCO**

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

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

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

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

ARTICLE IV
COMPENSATION FOR SERVICES

Section 4.1 Compensation: CONTRACTOR shall be compensated for its services under this agreement on a time and materials basis, but in no event to exceed the sum of \$199,648. A schedule of hourly rates and reimbursable expenses for the CONTRACTOR's work under this Agreement is set forth in Attachment B hereto. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

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

ARTICLE V
PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL ALIENS

Section 5.1 The CONTRACTOR hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the "Programs") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Section 5.2 The CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Section 5.3 The CONTRACTOR has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

Section 5.4 The CONTRACTOR is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Section 5.5 If the CONTRACTOR obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the CONTRACTOR shall: (a) notify the subcontractor and the FRISCO within three (3) days that the CONTRACTOR has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b)

terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Section 5.6 The CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

Section 5.7 Any violation of the provisions of this paragraph shall be deemed to be a material breach of this Agreement and FRISCO may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the CONTRACTOR shall be liable for actual and consequential damages to FRISCO pursuant to C.R.S. § 8-17.5-102(3) and FRISCO shall notify the office of the Secretary of State of such violation/termination.

ARTICLE VI

MISCELLANEOUS

Section 6.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 6.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 6.3 Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 6.4 No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

FRISCO

By: _____
Name: _____
Title: _____

Attest:

Deborah Wohlmuth, Town Clerk

CONTRACTOR

By: _____
Name: _____
Title: _____

ATTACHMENT A
SCOPE OF WORK

ATTACHMENT B
COMPENSATION SCHEDULE

attachment A
scope of consultant's services

phase 2.1 site improvements
frisco bay marina
frisco, colorado

22 september 2020

Scope of work included in this Agreement builds upon the previous contract between the Town and Stais Architects dated 27 August 2019. Scope of this Contract between Town and Stais Architecture & Interiors (SAI) shall be based on this project receiving approval from Town Planning Commission on 17 September 2020 and shall include:

1. Construction Documents Services (350 SAI staff hours maximum):

- a. Architectural and engineering design documents sufficient for Client to obtain project pricing and building permits, including:
 - a. Site plans, including coordination with landscape and civil engineering.
 - b. Phasing plan, to include only the scope of work delineated in Town Planning submittal dated 14 August 2020.
 - c. Construction staging plan.
 - d. Floor and roof plans.
 - e. Construction assembly types and details, per municipal requirements.
 - f. Door and window schedules.
 - g. Exterior elevations indicating materials, finishes and details.
 - h. Building sections showing critical construction assemblies and details.
 - i. Reflected ceiling plans.
 - j. Project manual.
 - k. Construction documents for civil, structural, mechanical, electrical and plumbing engineering disciplines, to be provided by consulting engineering firms per usual and customary local standards.
 - l. Landscape Architectural construction documents, to be provided by consulting firm per usual and customary local standards.
- m. One presentation to Frisco Town Council at conclusion of this project phase.

2. Bidding/Permitting/Preconstruction Phase Services (30 SAI staff hours maximum):

- a. Responses to permitting requirements from pertinent review authorities.
- b. Responses to contractor and subcontractor questions during bidding.
- c. Issuance of consolidated 'construction set' of plans or supplemental SK drawings, based on feedback from review authorities and contractors.

3. Construction Phase Services (244 SAI staff hours maximum):

- a. Construction duration: 9 months is anticipated.
- b. Attend (1) preconstruction kickoff meeting on site.

- c. Review of shop drawings and submittals, to a maximum of 60 staff hours.
- d. Responses to RFI's, to a maximum of 60 staff hours.
- e. Provide ASI as required, to a maximum of 60 staff hours.
- f. Attendance at (16) semi-monthly jobsite meetings during construction, to a maximum of 60 hours.
- g. Attendance at (1) final punch list meeting on site.

The Base Fee and Reimbursable Expenses for the Services noted above shall be billed on an hourly basis to a maximum of \$199,648, in accordance with Attachment B, Design Fee Schedule and Supplemental Conditions, which shall also be incorporated into this Contract.

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

- b. Wetlands delineation or environmental design services.
- c. Soils report or geotechnical engineering services.
- d. Traffic or parking studies.
- e. Additional submissions or presentations to town council or planning commission beyond that outlined above.
- f. Physical models of the project.
- g. Design revisions or 'value engineering' requested by Owner after completion of Design Development documentation.
- h. Development and/or documentation of Contractor's final punch list.
- i. Items noted herein as provided or coordinated by Client, General Contractor, or others.
- j. Reimbursable expenses, per SAI Supplemental Conditions dated 1 June 2020, which shall be incorporated into this Contract as part of Attachment B.

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

In the event of differences between this Attachment A and Attachment B, the information contained in Attachment A shall govern. In the event of differences between the Design Fee Estimate and the Supplemental Conditions, the information contained in the Design Fee Exhibit shall govern.

Execution of this Agreement between the Town and SAI will supersede and extinguish previous Owner-Architect Agreements for 'Frisco Bay Marina Main Office and Bathrooms' and 'Phase 2 Site Improvements'.



attachment B
design fee estimate & supplemental conditions

phase 2.1 site improvements

frisco may marina

frisco, colorado

22 september 2020

assumed const costs:	new bldg	renovation	site work
area:	2,290	-	allow
unit cost:	\$568		
subtotal:	\$1,300,000	\$0	\$874,000
% total:	60%	0%	40%

total construction costs

\$2,174,000

design fee by discipline:	%	\$
architectural & general	3.29%	\$71,500
civil	2.39%	\$52,000
landscape	0.99%	\$21,450
structural	0.45%	\$9,750
mech/elec	1.17%	\$25,350
interiors	0.75%	\$16,250
total:	9.03%	\$196,300

base fee percentages by project phase:

discipline	programming	CD/SD	DD	WDs	B/P	CA	total
arch/general	0%	0%	0%	59.0%	3.5%	37.5%	100%
civil	0%	0%	0%	75.0%	3.5%	21.5%	100%
landscape	0%	0%	0%	50.0%	10.0%	40.0%	100%
structural	0%	0%	0%	65.0%	5.0%	30.0%	100%
mech/elec	0%	0%	0%	50.0%	10.0%	40.0%	100%
interiors	0%	0%	0%	45.0%	10.0%	45.0%	100%
total:	0.00%	0.00%	0.00%	60.22%	5.68%	34.11%	100.00%

base fee amounts by project phase:

discipline	programming	CD/SD	DD	WDs	B/P	CA	total
arch/general	-	-	-	42,156	2,531	26,813	71,500
civil	-	-	-	39,000	1,820	11,180	52,000
landscape	-	-	-	10,725	2,145	8,580	21,450
structural	-	-	-	6,338	488	2,925	9,750
mech/elec	-	-	-	12,675	2,535	10,140	25,350
energy/green	-	-	-	-	-	-	-
interiors	-	-	-	7,313	1,625	7,313	16,250
total:	-	-	-	118,206	11,144	66,950	196,300

cumulative base fee per phase:	-	-	118,206	129,350	196,300
5.00% estimated reimbursable exp:	-	-	5,910	557	3,348
cumulative design budget per phase:	-	-	124,117	129,907	199,648

article 1 : billing procedures

- 1.1** Standard billing rates for Stais Architecture & Interiors (hereinafter referred to as SAI) personnel:
- | | | |
|-----|--|-------------------|
| .1 | Principal Architect: | \$220.00 per hour |
| .2 | Project Architect: | \$150.00 per hour |
| .3 | Architectural Staff Level 3: | \$120.00 per hour |
| .4 | Architectural Staff Level 2: | \$100.00 per hour |
| .5 | Architectural Staff Level 1: | \$80.00 per hour |
| .6 | Interiors Staff Level 3: | \$120.00 per hour |
| .7 | Interiors Staff Level 2: | \$100.00 per hour |
| .8 | Interiors Staff Level 1: | \$80.00 per hour |
| .9 | Administrative Staff Level 2: | \$80.00 per hour |
| .10 | Administrative Staff Level 1: | \$60.00 per hour |
| .11 | SAI shall determine billing rates for SAI personnel. | |
- 1.2** Consultants arranged for and billed through SAI (if not included in basic services) shall be billed in addition to compensation for Basic Services, as follows: cost + 10%
- 1.3** Reimbursable expenses include expenses incurred by SAI in the interest of the project. Expenses shall be billed in addition to compensation for Basic Services, as follows, unless otherwise noted in this Agreement.
- | | | |
|----|--|-----------------------------|
| .1 | All expenses, unless otherwise noted: cost + 15% | |
| .2 | Computer plots and reproductions: | |
| | 24x36 bond (B&W): | \$2.50 each |
| | 24x36 bond (color): | \$5.00 each |
| | 24x36 photo (color or B&W): | \$20.00 each |
| | 8.5x11 photo (color or B&W): | \$10.00 each |
| .3 | Photographs: | \$0.50 each |
| .4 | Mileage: | per current IRS regulations |
- 1.4** Initial payment is required prior to commencement of work and shall be applied against the final invoice for Basic Services per this Agreement. The initial payment shall be 10% of Basic Services amount or \$5,000.00, whichever is less, unless otherwise noted in this Agreement.
- 1.5** Invoices:
- .1 Invoices shall be sent on a monthly basis, unless otherwise determined by SAI.
 - .2 Amount due for portions of this Agreement to be performed on an hourly basis shall be determined by SAI per rates and conditions outlined herein.
 - .3 Amount due for lump sum portions of this Agreement shall be determined by SAI as the percentage of the work for project phase completed at that time.
 - .4 Invoices are payable upon receipt by Client. Invoices thirty days past due shall be considered substantial nonperformance on the part of the Client and shall accrue interest at the rate of 1.75% per month from date of original invoice.
- 1.6** Overtime labor, performed at the request of the Client, shall be billed at 150% of standard rates.
- 1.7** SAI shall be entitled to reimbursement for time and expenses incurred to collect any past due amounts, including attorney's fees, court costs, interest, and any other related expenses.
- 1.8** These Supplemental Conditions, including billing rates for labor and reimbursable expenses, shall be reviewed and adjusted on an annual basis.

article 2 : SAI services

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

article 3 : client's responsibilities

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

article 4 : ownership of designs and documents

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

article 5 : dispute resolution

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

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-22**

A RESOLUTION APPROVING AN AGREEMENT WITH STAIS ARCHITECTURE & INTERIORS FOR WORKING DRAWINGS, BIDDING/PERMITTING, AND CONSTRUCTION ADMINISTRATION OF THE NEW RETAIL + OFFICE BUILDING AND DESIGN OF PHASE TWO SITE IMPROVEMENTS AT THE FRISCO BAY MARINA WITHOUT A COMPETITIVE BIDDING PROCESS

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

WHEREAS, the Frisco Bay Marina (the "Marina") desires to work with Stais Architecture & Interiors on the working drawings, bidding/permitting, and construction administration for the new retail + office building; and

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

WHEREAS, Stais Architecture & Interior has previously been engaged by the Town to design the marina retail + office building including the programming, conceptual design services, schematic design services and design development services; and

WHEREAS, Stais Architecture & Interior has previously been engaged by the Town to design Phase Two site improvements; and

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

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

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

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

INTRODUCED, READ AND ADOPTED THIS 22ND DAY OF SEPTEMBER, 2020.

Town of Frisco, Colorado:

Hunter Mortensen, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk