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MEETING ID: 957 6002 1465
PASSCODE: 66624
ONE TAP MOBILE
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+13462487799,,95760021465#,,,,,0#,,66624# US (HOUSTON)

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
NOVEMBER 10, 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 Aerenson, 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: Frisco Bay Marina – Operational Performance Audit.

Agenda Item #2: Town of Frisco 2020-2021 Strategic Plan Update.

Agenda Item #3: Discussion of Strategic Plan Goal - 50% Residential Occupancy.

Agenda Item #4: Discussion to Consider Implementing a Social Equity Initiative.

CONSENT AGENDA:

Minutes October 27, 2020 Meeting

Home Rule Charter Review – Chapter 23, Housing Authority

Home Rule Charter Review – Chapter 31, Ordinances

Intergovernmental Agreement Between Town of Frisco and Town of Breckenridge Regarding the Nordic Center

Resolution 20-29, a Resolution of the Town of Frisco, Colorado, Approving a Six-Month Lease Agreement with the Vail Clinic, Inc. for use of the Community Center (a/k/a the Frisco Recreation Center) for Drive-Up COVID-19 Testing Purposes

NEW BUSINESS:

Agenda Item #1: Resolution 20-28, A Resolution Summarizing Expenditures and Revenues for Each Fund and Adopting a Budget for the Town of Frisco, Colorado for the Calendar Year Beginning January 1, 2021 and Ending December 31, 2021. Staff: Bonnie Moinet 1) Mayor opens public hearing 2) Staff report 3) Public comments 4) Mayor closes public hearing 5) Council discussion 6) Motion made 7) Motion seconded 8) Discussion on motion 9) Question called

OLD BUSINESS:

Agenda Item #2: 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 #3: Executive Session Pursuant to:

1. Pursuant to Colorado Revised Statutes (“C.R.S.”) Sections 24-6-402(b), to Receive Legal Advice on Specific Legal Questions, and 24-6-402(e), to Determine Positions Relative to Matters that may be Subject to Negotiations, Develop Strategy for Negotiations, and Instruct Negotiators, each Concerning the Frisco Bay Marina;
2. Pursuant to C.R.S Sections 24-6-402(a), Concerning the Potential Sale of Real Estate, and 24-6-402(e), to Determine Positions Relative to Matters that may be Subject to Negotiations, Develop Strategy for Negotiations, and Instruct Negotiators, each Concerning the Town-Owned Property at 3rd and Granite Street Known as the Sabatini Lot; and
3. Pursuant to C.R.S. Section 24-6-402(b), to Receive Legal Advice on Specific Legal Questions Concerning a Pathway Easement.

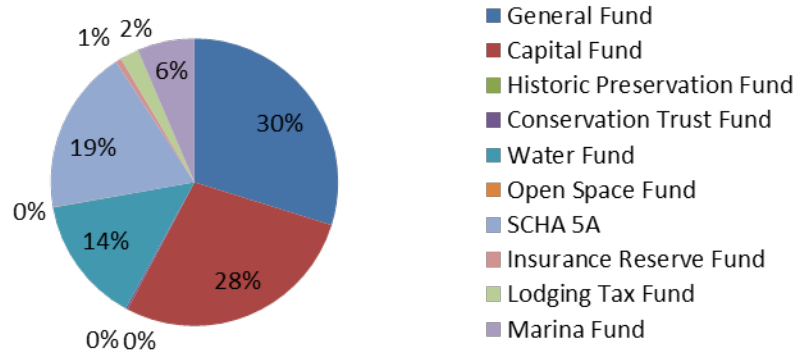
ADJOURN:

FINANCE REPORT - CASH POSITION SEPTEMBER 2020

LEDGER BALANCES:

General Fund	\$9,625,598.15
Capital Fund	\$9,005,918.39
Historic Preservation Fund	\$1,022.17
Conservation Trust Fund	\$75,202.70
Water Fund	\$4,588,288.41
Open Space Fund	\$12,508.67
SCHA 5A	\$5,997,096.83
Insurance Reserve Fund	\$211,908.98
Lodging Tax Fund	\$681,175.25
Marina Fund	\$2,077,922.33
TOTAL	\$32,276,641.88

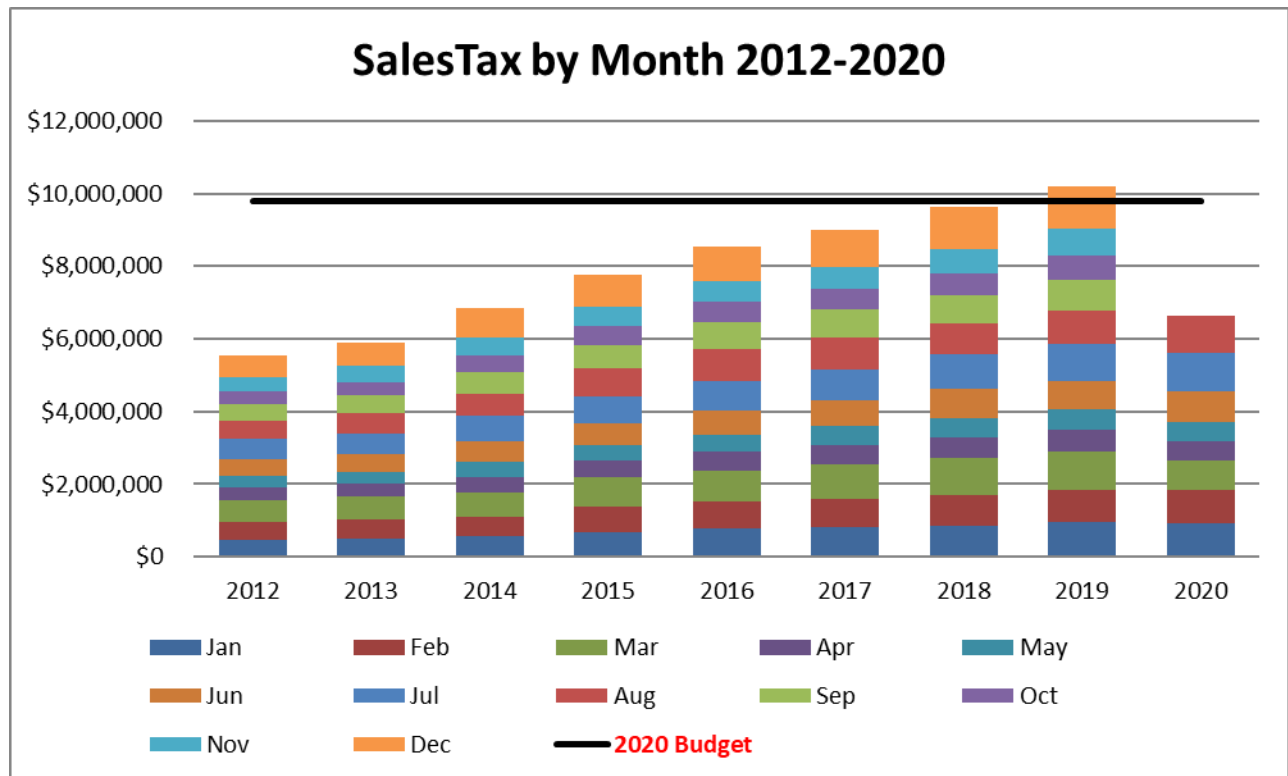
Cash Percentage of Total Ledger



ALLOCATION OF FUNDS:

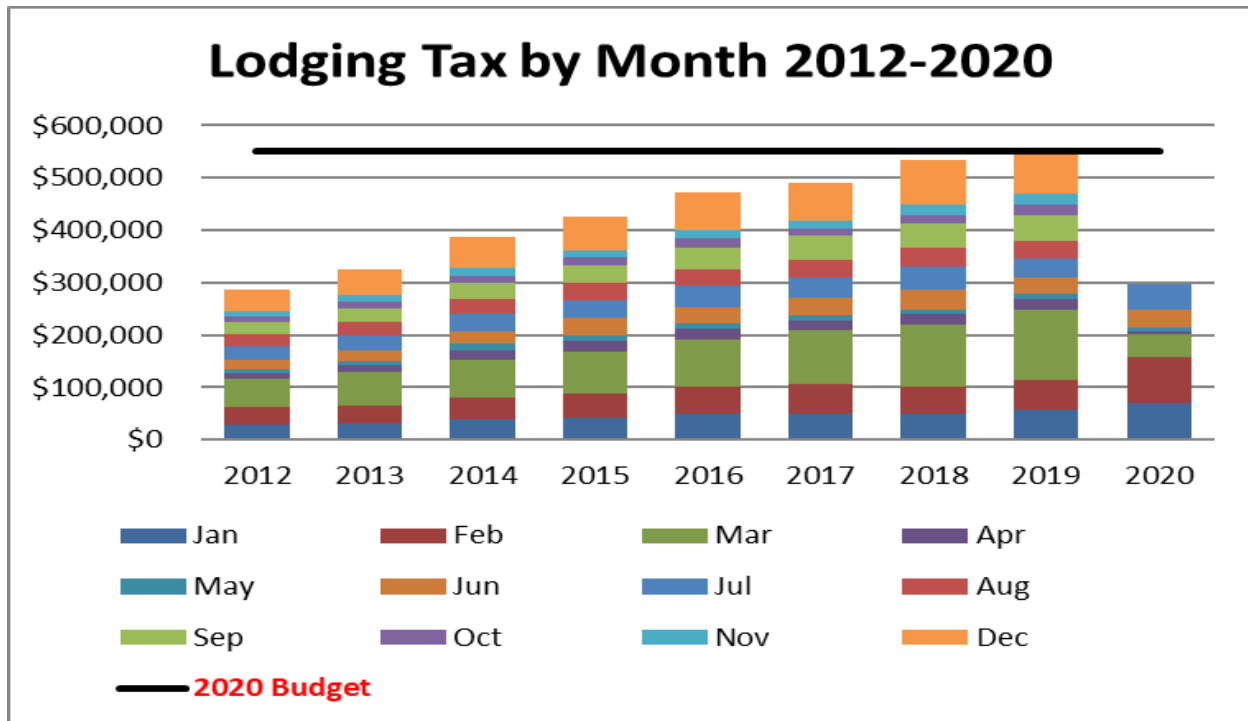
Wells Fargo Bank West NA - Operating Account Bank Balance	\$5,449,723.20
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$361.26)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$33,714.96)
DIT Cash Clearing Account	\$0.00
Colotrust Plus	\$15,979,861.10
CSAFE	\$1,442,713.95
CSIP	\$2,805,652.98
Solera National Bank Savings	\$1,399,434.47
Alpine Bank CD	\$273,219.86
FirstBank CD	\$274,662.05
Wells Fargo CD	\$2,533.73
Flatirons Bank CD	\$240,000.00
Western States Bank CD	\$244,167.67
SIGMA Securities	\$1,737,345.09
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$978,835.27
ProEquities	\$992,568.73
TOTAL	\$32,276,641.88

TREASURER'S REPORT			
FUND SUMMARIES - SEPTEMBER 2020			
Department	2020 Budget	Year to Date	% of Budget
General Fund:			
Revenues	\$15,327,368	\$9,706,199	63.3%
Expenditures	\$14,650,383	\$8,946,706	61.1%
Capital Fund:			
Revenues	\$2,800,177	\$1,472,963	52.6%
Expenditures	\$8,310,768	\$1,356,194	16.3%
Historic Preservation Fund:			
Revenues	\$10	\$9	90.7%
Expenditures	\$0	\$0	0.0%
Conservation Trust Fund:			
Revenues	\$30,000	\$24,915	83.1%
Expenditures	\$45,000	\$0	0.0%
Water Fund:			
Revenues	\$1,679,000	\$1,042,249	62.1%
Expenditures	\$2,126,354	\$516,858	24.3%
Open Space Fund:			
Revenues	\$250	\$111	44.4%
Expenditures	\$0	\$0	0.0%
SCHA 5A Fund:			
Revenues	\$1,585,320	\$1,100,562	69.4%
Expenditures	\$2,974,858	\$399,674	13.4%
Insurance Reserve Fund:			
Revenues	\$3,500	\$1,881	53.8%
Expenditures	\$65,000	\$0	0.0%
Lodging Tax Fund:			
Revenues	\$601,700	\$365,447	60.7%
Expenditures	\$595,155	\$292,346	49.1%
Marina Fund			
Revenues	\$1,580,200	\$2,254,135	142.6%
Expenditures	\$2,966,802	\$1,626,532	54.8%
67% OF THE FISCAL YEAR HAS ELAPSED			



Year-to-date through August is down 1.76% or \$119,216 compared to Y-T-D 2019. The actual year to date dollar amount through August is \$6,645,689 compared to \$6,764,905 through August of 2019. For the month of August sales taxes are up 13.76% or \$126,812 compared to August of 2019.

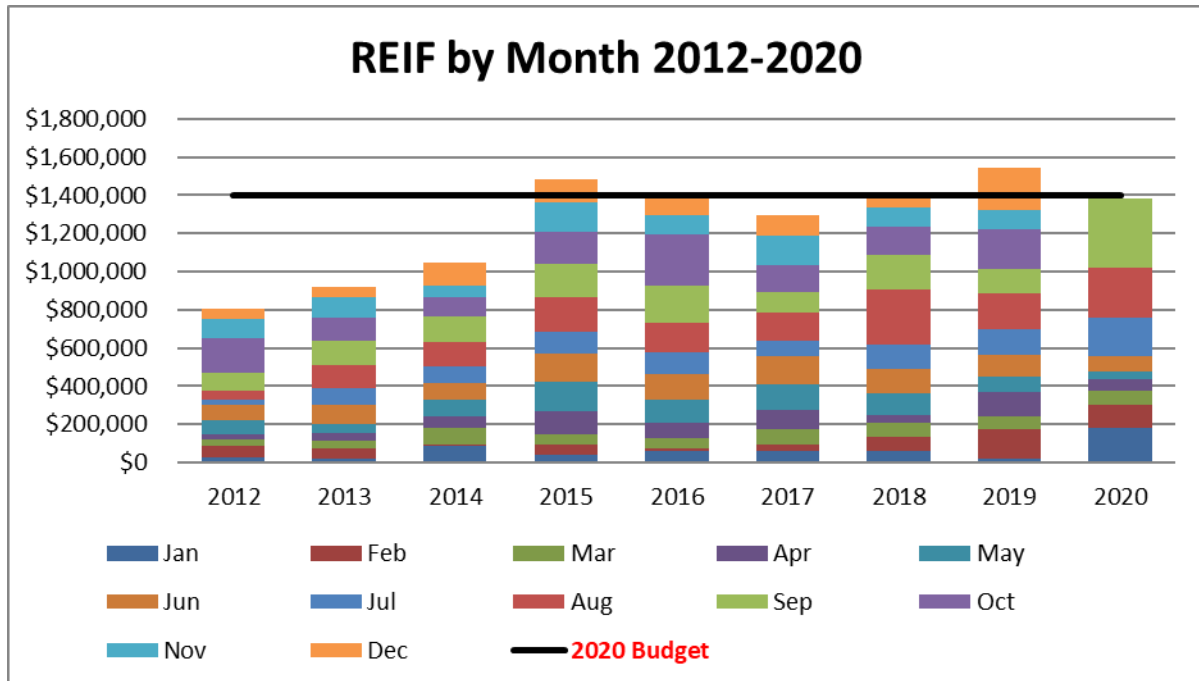
The trend continues with three months in a row showing increase over the same period last year. The breakout category this month went to the restaurant industry showing its first month improvement over last year since January! Staff is optimistic that revenues continue to rebound and close the gap of being down from last year. Depending on our current environment it is tough to gauge if this trend will continue... Forest fires, an election, COVID-19, and the winter ahead will all play into an economic recovery or not. Staff will continue to monitor this revenue stream in the months ahead. We are optimistic we can finish the year with less than a 5% decrease compared to last year.



Year-to-date through August is down 10.53% or \$39,854 compared to Y-T-D 2019. The actual year to date dollar amount through August is \$338,659 compared to \$378,513 through August 2019. For the month of August lodging taxes are up 23.92% or \$8,022 compared to August of 2019.

Lodging continues to improve each month. It seems people are venturing out more and more since the lockdown earlier this year. Staff is optimistic in the rebound but cautious heading into a colder winter season. Depending on how people react or measures taken the lodging market will be a boom or bust.

Staff is optimistic that lodging taxes will continue to improve in the months ahead. We will monitor these revenue streams and make any necessary budget adjustments if needed.



Year-to-date through September is up 36.76% or \$372,326 compared to Y-T-D 2019. The actual year-to date dollar amount is \$1,385,176 compared to \$1,012,850 Y-T-D 2019. For the month of September REIF taxes were up 179.90% or \$234,188 compared to September of 2019.

Our highest month ever in terms of REIF revenue. The Real Estate market in Frisco is not slowing down with demand for outweighing new inventory. The price for real estate seems to be higher than ever. Frisco is a sought after community to be in.

Staff has increased the budget projections \$200,000 for this revenue item. We are confident that REIF revenue will bring in over \$1.6mm on the year. However, there is still a lot of uncertainty in our economy with an election and COVID-19. Conservatively we budgeted 2021 revenues to be the same as beginning 2020 of \$1.4mm.

FRISCO REIF REPORT SEPTEMBER 2020		
SELLER'S LAST NAME	BUYER'S LAST NAME AND ADDRESS	REIF AMOUNT
MASSEY	PROCTOR, 418 2ND AVE	12750.00
CLEMENT	BICKMORE, 245 BELFORD STREET	10255.35
SUMMIT TRAIL HOLDINGS LLC	PIAN, 539 GRANITE STREET, UNIT 12	6150.00
SNEED	CROW FAMILY TRUST, 132 STONEBRIDGE DRIVE	17750.00
LOWELL	RAUCCI, 75 HAWN DRIVE	0.00
BROTEN	MILLER TRUST, 101 E. MAIN STREET, UNIT C110	5400.00
HARTLEY TRUST	FRISCO4FUN LLC, 401 GRANITE STREET, UNIT 16	7550.00
ERIN PHEIL TRUST	MURPHY, 101 SUNSET DRIVE	14990.00
HAYS	SCHROFFEL TRUST, 331 N 7TH AVE	11000.00
GATTO	JEFFREY/SAFRANEK, 895 S 5TH AVE, UNIT 128	1720.00
FAIRCHILD TRUST	FAIRCHILD FRISCO HOUSE LLC, 117 MADISON AVENUE	0.00
BALGLEY LIVING TRUST	BROKER TRUST, 555 WOODEN CANOE LANE	20500.00
ASARCH	SWARD, 3B MALLARD COURT	12200.00
HOUGHTON	SCHROER, 505 NIGHT CHANT LANE	14500.00
BRITTI TRUST	GETZELMAN, 500A GOLD DUST DRIVE	9470.00
ANDREWS	ZANA, 5 ALPINE COURT	9500.00
INGLISH	INGLISH, 1127 9000 DUVUDE ROAD, UNIT 208	0.00
WAGNER LIVING TRUST	COX/DIAMOND, 111 E MAIN STREET, UNIT 201	4990.00
DRAKE LANDING LLC	DUBOIS, 975 TEN MILE DRIVE # E3	3592.88

BYINGTON/HUEHMER	FELD, 232A CREEKSIDE DRIVE	9690.00
SUE ELLEN ANDRIEU TRUST	COKINGTIN, 45 WATERTOWER WAY, 204 B	9380.00
HARRIS PROPERTIES LLC	WILLIS, 613 PITKIN STREET	16950.00
CROW FAMILY TRUST	MORAIN, 208 MINERS CREEK ROAD, UNIT A	7200.00
DRAKE LANDING LLC	STJERNHOLM, 965 N TEN MILE DRIVE, UNIT A1	4740.00
LEAVITT	LEAVITT TRUST, 495A HAMMERSTONE LANE	0.00
BAURER	BAURER TRUST, 1620 LAKEVIEW TERRACE, UNIT 101-B	0.00
BEUKELMAN	CHUDD FAMILY TRUST, 97 STONEBRIDGE DRIVE	3000.00
BEUKELMAN	CHUDD FAMILY TRUST, 97 STONEBRIDGE DRIVE	3000.00
THOMPSON	DIPASQUALE, 85 GALENA STREET, UNIT 101 B	7310.00
TOBIN	GUYOR, 5 MOUNT ROYAL DRIVE, UNIT O	8950.00
MCBRIDE	EMERSON, 270 N 6TH AVE CT	6450.00
BAREFOOT	VANEK/MOLENAAR/BIELLLO, 334D STREAMSIDE LANE	9750.00
BENNETT	SMITH/KERSTEN, 211 LUPINE LANE	13520.46
RUDISILL LLC	WINDRUM, 600B FRISCO STREET	11200.00
GHUMAN	CIULLA, 99 GRANITE STREET, UNIT 216	2350.00
DOOLITTLE	DOOLITTLE II/HAGEN, 505 KOKOPELLI COURT	0.00
DOOLITTLE II/HAGEN	KOKO COURT LLC, 505 KOKOPELLI COURT	0.00
LACHENAUER	LACHENAUER/ROBINSON, 690A BELFORD STREET	3000.00
ALLEN	BETTS, 45 MOUNT ROYAL DRIVE, UNIT E	0.00
BAHDE	DAVISON/HOILES, 135 SUNSET DR, #B-1	8500.00

FRISCO II LLC	MACATR LLC, 212 GALENA STREET	11000.00
JANES	WHITEHEAD, 730 N SUMMIT BLVD, BLDG A-206	4080.00
BRAINBRIDGE TRUST	ATKINSON, 520 PEMMICAN COURT	17950.00
UTLEY	KEATING/MARCELL, 29A HAWN DRIVE	11500.00
WILKINSON/BURFORD	GJELLUM, 280 ASPEN DRIVE	11000.00
FLYNN	ACJ HIGH MEADOW TRUST, 435A BELFORD STREET	0.00
FRISCO BASE CAMP LLC	GREEN, 505 S 7TH AVE	0.00
OLSON TRUST	MCLELLAN, 718 MEADOW CREEK DR, #5-A	5750.00
FLYNN TRUST	FLYNN, 435A BELFORD STREET	0.00
LILIENTHAL	WALKENTHAL TRUST, 501-A TELLER STREET	0.00
DUNCAN	HURT/DYE, 506 PITKIN ST, UNIT B1	6245.00
NEWLEY	MORGAN, 400 MAIN ST, UNIT 201R	7350.00
SNH HOME LLC	VOGL/COLEMAN, 755 S 5TH AVE, UNIT 144	2180.00

\$ 364,363.69

From: Ashley Shields [<mailto:ashleyshields27@yahoo.com>]

Sent: Sunday, October 18, 2020 5:46 PM

To: Plaza, Thomas

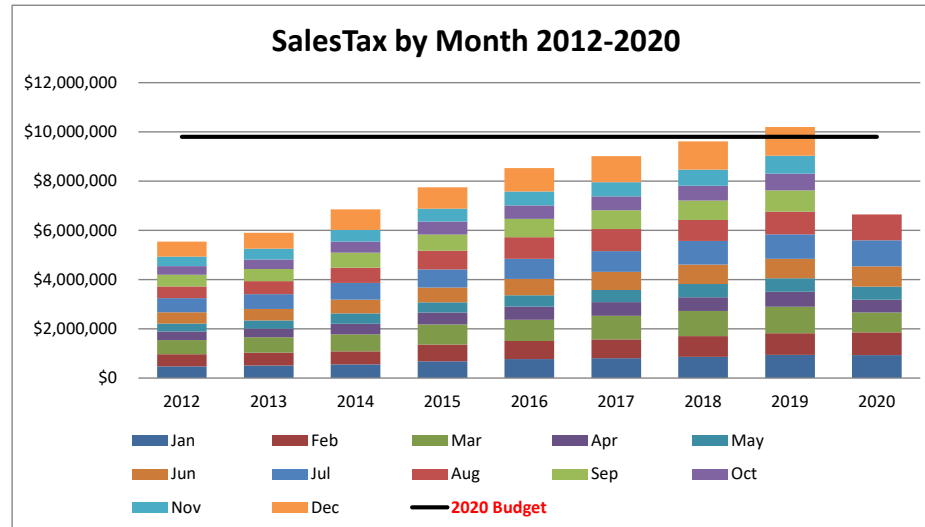
Subject: A Traffic Stop Gone Right

To Whom It May Concern,

On the night of October 12, I was in a vehicle that was pulled over by Officer Thomas Plaza. While I was the passenger in the car, the officer showed the utmost respect and professionalism to my driver and myself. The driver and myself were visiting Frisco from San Antonio, Texas. The officer ran both of our driver's license. My friend/driver had an outstanding ticket back in Texas. The officer allowed for us to switch and allow myself to drive without giving my friend a ticket and/ or fine. While that in of itself was generous, my overall impressions of this night's event are based on Officer Thomas Plaza and the other officers there that night. Officer Thomas Plaza (and the other officers, whose names I did not get) were that of caring, respectful and above all, professionalism. In this day and age of police brutality and everything on the news, I can say full heartedly that Officer Thomas Plaza, and the other officers, showed true professionalism by being courteous, respectful, and of high work ethic and excellence. I fully hope that Officer Plaza continues to lead by example, not to just junior officers but to anyone that wears a badge. I highly commend Officer Thomas Plaza for his behaviors and his attitude during my traffic stop.

Sincerely,
Ashley Shields
614-578-8466
ashleyshields29@yahoo.com

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	
Jan	\$532,622	\$575,196	\$501,142	\$465,424	\$479,304	\$470,632	\$509,420	\$555,927	\$684,890	\$771,894	\$810,501	\$860,008	\$944,166	\$934,134	-1.06%
Feb	\$559,219	\$559,298	\$459,431	\$456,072	\$462,021	\$495,738	\$518,903	\$527,720	\$682,270	\$734,052	\$761,482	\$840,810	\$874,582	\$918,626	5.04%
Mar	\$606,382	\$644,888	\$539,133	\$563,016	\$554,593	\$579,512	\$626,565	\$687,900	\$814,703	\$862,970	\$953,114	\$1,027,442	\$1,078,959	\$808,837	-25.04%
Apr	\$478,394	\$411,103	\$349,565	\$352,995	\$334,308	\$349,481	\$356,483	\$434,008	\$480,191	\$539,616	\$559,937	\$550,119	\$613,059	\$518,734	-15.39%
May	\$363,366	\$353,278	\$304,630	\$286,605	\$283,890	\$318,616	\$327,620	\$418,906	\$416,828	\$457,509	\$497,922	\$543,014	\$544,476	\$530,472	-2.57%
Jun	\$476,281	\$468,634	\$395,671	\$414,919	\$435,388	\$458,426	\$470,678	\$557,299	\$599,329	\$663,968	\$733,640	\$787,731	\$788,862	\$827,440	4.89%
Jul	\$556,058	\$546,156	\$499,134	\$485,344	\$515,107	\$570,272	\$595,509	\$685,439	\$736,263	\$815,316	\$843,076	\$957,224	\$999,093	\$1,058,926	5.99%
Aug	\$528,519	\$549,768	\$462,156	\$486,893	\$519,018	\$482,957	\$535,632	\$618,767	\$756,709	\$872,625	\$891,413	\$856,044	\$921,708	\$1,048,520	13.76%
Sep	\$498,614	\$494,338	\$417,511	\$396,644	\$461,456	\$475,492	\$493,848	\$609,143	\$662,382	\$744,430	\$768,424	\$788,435	\$860,436		-100.00%
Oct	\$401,422	\$398,132	\$316,306	\$322,575	\$338,198	\$341,733	\$378,233	\$451,727	\$525,793	\$555,775	\$566,108	\$599,385	\$681,346		-100.00%
Nov	\$468,977	\$396,860	\$370,290	\$386,138	\$390,993	\$387,667	\$444,467	\$475,744	\$517,970	\$563,778	\$573,841	\$657,839	\$726,473		-100.00%
Dec	\$662,772	\$632,737	\$568,983	\$584,838	\$616,568	\$612,865	\$647,875	\$830,410	\$875,120	\$945,488	\$1,052,401	\$1,150,762	\$1,163,475		-100.00%
															-1.76%
2020 Budget	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000	\$9,800,000		





MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER
RE: FRISCO BAY MARINA – OPERATIONAL PERFORMANCE AUDIT
DATE: NOVEMBER 10, 2020

Summary and Background: Council adopted the Frisco Marina Park Master Plan on June 26, 2018. The implementation of this Plan started immediately with the “Big Dig” dredging project and Phase 1 improvements in 2019. The popularity and growth of the marina grew in 2019 and continued to grow in 2020.

As a result of this growth, staff recognized the need to reevaluate the daily operations, the efficiency of the operations, and to effectively and thoughtfully plan for the future.

In September 2020, the Town of Frisco contracted with F3 Marina to conduct an operational assessment of the Frisco Bay Marina. Alain Giudice, Senior Vice President, was on site from September 21-October 5, 2020, to conduct interviews and meetings with all available staff, to hold roundtable discussions with slip holders, to review marina operations, and to assess the marina facility and equipment. A report of Mr. Giudice’s findings is attached for Council’s review. Mr. Giudice and Mr. Phil Cook, Manager of Finance and Operations, will present their findings and recommendations to Council at the November 10th work session.

Based on recommendations from F3 Marina, changes have also been made to the design of the new retail and office building. Mr. Matthew Stais will also be available during the November 10th work session to review these changes with Town Council.

Analysis: The implementation of the 2018 Frisco Marina Park Master Plan started in 2018 and continues today. As a result of the additional space and new amenities, the volume of guests at the Marina has increased. Even in a year with COVID and the uncertainty associated with the pandemic and the global economy, guests still visited the Marina this summer season. Power and paddle boat rentals totaled nearly 25,000 rentals for the season, with revenue hitting \$1.5M for the rental business alone. Through September, total revenue hit \$2.2M, which was nearly \$700k ahead of budgeted revenues and the most successful year in terms of revenues on record.

F3 Marina: The recent success at the marina has brought to the forefront issues with the bathrooms, parking, customer traffic flow and safety. It has also presented opportunities to evaluate and improve services, and to effectively and thoughtfully plan for the continued implementation of the master plan. In light of all these changes and opportunities, the Town of Frisco hired F3 Marina to complete a professional operational assessment of the facilities and

services and provide recommendations for improved operations and services. This report with recommendations will be presented to Council at the November 10th work session.

Stais Architecture & Interiors: On September 22, 2020, Council approved 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 for the new retail and office building. Staff requested Mr. Stais and his team pause their work until Mr. Giudice and the team from F3 Marina could complete their analysis of the marina. As part of the audit conducted by F3 Marina, Mr. Stais and Mr. Giudice met to discuss the design of the new building. Discussions and suggestions were shared between Mr. Giudice and Mr. Stais in relation to creating a more multi-functional space. Mr. Stais and his design team have incorporated these recommendations into their design of the new building. Mr. Stais will present these design changes to Council during the November 10th work session.

The new building design remains at 2,290ft², which is the same square footage as originally presented in September. Additional notes include:

- Retail space has not changed
- Staff offices were reimagined to be closer to the retail; two total with access to retail space
- Staff 'break area' has been reimagined as 'multi-purpose' space, to be used by staff during the day but available for others as needed
- Kitchenette was kept at the multi-purpose area and resized/reimagined for flexible usage
- Staff baths were changed to two (2) unisex private baths, each ADA and with shower, to be used by staff (during staff hours), slip-holders, (24/7 with restricted private access), and multi-purpose room users
- Courtesy bath was deleted (not needed)
- Employee lockers were deleted (find another spot for these in a future phase)

Staff is seeking Council feedback on these changes.

Financial Impact: There is no additional financial impact associated with this report at this time.

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. Staff will continue to prioritize sustainability for any and all changes to the marina.

Staff Recommendation: Staff recommends reviewing the attached Operational Performance Audit from F3 Marina. Mr. Giudice and Mr. Cook will be present during the work session to answer Council questions.

Staff further seeks direction from Council regarding the proposed changes to the new retail + office building design.

After reviewing the Operational Performance Audit and recommendations, Council may opt to reprioritize marina projects based on recommendations from F3 Marina. Staff is prepared to solicit bids as needed.

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

- Bonnie Moinet, Finance Director
- Nancy Kerry, Town Manager. Thank you to all of the staff who participated and helped the team to analyze operations striving to improve the Town's Frisco Bay Marina.

Attachments:

- Operational Performance Audit by F3 Marina
- FBM Floor Plans – Stais Architecture & Interiors



OPERATIONAL PERFORMANCE AUDIT

Frisco Bay Marina

REPORT BY:
Alain Giudice,
Sr. Vice President
F3 Marina

Phil Cook
Manager of Finance and Operations
F3 Marina



PUBLICATION DATE: October 31st 2020

PREPARED FOR:

Frisco Bay Marina

PREPARED BY:

Alain Giudice

Sr. Vice President

F3 Marina

Phil Cook

Manager of Finance and Operations

F3 Marina

DISCLAIMER AND CONFIDENTIALITY:

In preparing this report, F3 Marina has relied upon information provided by you to us, which we have not independently verified and is limited to personnel and documentation made available to us at the time of this report. The details in this report should be treated as general guidance only and should not be relied upon as accurately describing or reflecting the eventual requirements of the project. While care has been taken in its preparation, the assumptions and projections made herein may be subject to error and may be further subject to change by virtue of various external influences. Unless previously agreed otherwise, confidentiality and ownership of the information in this report remains the property of F3 Marina and may not be reproduced without its prior written consent.

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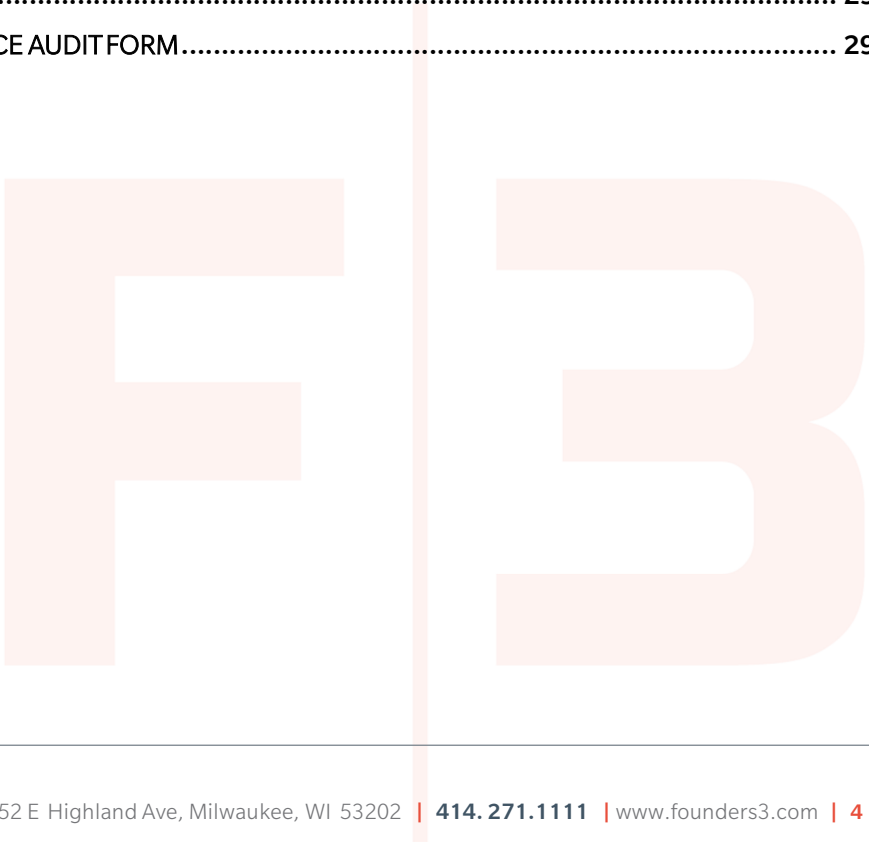
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1 INTRODUCTION

1.1 ACKNOWLEDGEMENTS

F3 Marina and its personnel wish to acknowledge the assistance given, which has made the preparation of this report possible. We wish to thank the Town of Frisco and in particular Mayor Hunter Mortenson, Nancy Kerry, Town Manager and Diane McBride, Recreation and Culture Department Director, for making all the necessary preparations with the many parties concerned to permit this complex and sensitive task to take place and also, for guiding F3 Marina as to the approach to be followed so as to obtain the best results. Further, we would like to show our appreciation to Jeff Goble, Public Works Director, Loli Respini-Pollard, Human Resources Manager and Bonnie Moinet, Finance Director, who gave their full support to F3 Marina's personnel. We would also like to acknowledge Tom Hogeman, General Manager, and the staff of Frisco Bay Marina for their assistance and full cooperation and access for F3 Marina in relation to this task.

1.2 PURPOSE OF THIS REPORT

At the request of the Town of Frisco, CO, the objective of this report is to conduct a Site Audit in accordance with the Scope of Work dated September 21, 2020. The agreed Scope of Work includes three specific tasks, which are outlined below:

- **Task One:** conduct interviews with marina personnel to evaluate A) staff complement and experience B) collective personnel qualities and C) customer relationship skill.
- **Task Two:** review marina operations including A) operations, marina manual and procedures B) financial and administrative practices C) review of the marina operational budgets D) legal and contractual assessment E) sales and marketing program, budgets and targets.
- **Task Three:** assess the marina facility and equipment including A) marina buildings and property upkeep B) technical knowledge, care and maintenance of portable and fixed equipment C) safety awareness and measures.

Following the on-site audit and completion of this report, F3 Marina will attend a presentation meeting to report findings, make recommendations and agree an ongoing program.

This report has been prepared by Alain Giudice, Senior VP of F3 Marina and Phil Cook, Manager of Finance and Operations, and additional team members operating within their respective areas of expertise.

1.3 ELICITATION

From September 21 to October 5, 2020, a site visit to Frisco Bay Marina was carried out by the following F3 Marina team members:

- John Matheson- President of F3 Marina.
- Alain Giudice- Senior Vice President F3 Marina.
- Phil Cook- Manager of Finance and Operations.

During the site visit, F3 Marina staff were cognizant to conduct the process in a sympathetic and collegiate spirit, and took care and attention to acknowledge the significant efforts and achievements of the Frisco Bay Marina team. A relationship-building approach was mutually adopted, allowing for effective discussions and the transfer of

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required information.

During the site visit, the following was accomplished:

- An introductory meeting was conducted by John Matheson, Alain Giudice and Phil Cook. The objective of this meeting was to provide an overview of F3 Marina and its business philosophies, operational and management approaches as well as agree a sympathetic approach to the on-site audit.
- Interviews and meetings were conducted with all available staff members, to elicit documentation, information and other feedback necessary to fulfil the requirements of the audit.
- Round tables discussions were conducted by Alain Giudice and Diane McBride with numerous Frisco Bay Marina tenants to introduce F3 Marina and to provide an opportunity for all to receive feedback, suggestions and concerns from the boat owners on various topics and for the Town of Frisco to answer questions regarding the overall master plan development and vision for the future.
- F3 Marina conducted an extensive tour of the marina and its facilities taking account of details relating to their areas of expertise, including marina design, infrastructure, operations, facilities, sales and marketing.
- A tour of the surrounding area was taken, to understand accessibility, amenities, attractions and lifestyle opportunities available to prospective customers and how these may complement Frisco Bay Marina.
- A tour of Dillon Marina was made, to appreciate the distinctive position Frisco Bay Marina holds in the local marketplace and to see how its differentiators may be leveraged to improve the overall operational performance and opportunities for additional revenues generators.
- Photographs and notes were taken and a series of F3 Marina audit forms were completed, to establish records and assist in the compilation of this report.

2 EXECUTIVE SUMMARY

2.1 OVERVIEW

Those whose vision led to the creation of the Frisco Bay Marina, those who were involved in the marina's construction, and those who have since operated the marina, are justified, in our view, in taking great pride in their achievements. The forthcoming completion of the master plan will further enhance this multi-use marina and park to optimize the use of the site between all the various amenities offered and respond efficiently to the demand of the increasing number of users of all ages.

Due to the immense growth and popularity of Frisco Bay Marina after the improvements of "The Big Dig" dredging project, there are new challenges that have become pressing. The implementation of the 2018 Master Plan is now at the forefront and bathrooms, parking, customer traffic flow and safety of all customers need thoughtful planning and consideration. Further, there is an immediate need to reevaluate the daily operation of the marina including reviewing and developing efficient systems to optimize slip holders, canoe/kayak rack renters, Island Grill customers, Frisco Rowing Center, paddle sports and motorized rentals, launch users, park/beach users' experience at Frisco Bay Marina. To accomplish this, the plan must encompass staff development and training, financial objectives, standard operating procedures and clear, measurable goals that align with the Town of Frisco.

The Frisco Bay Marina is in the unique position of a culmination three entities that are equally important to the Town of Frisco and its tourists. First, the property is represented by a marina complete with docks, mooring field, launch ramp, technical service, boat and trailer storage, motorized boat rentals and transient guests. Second, non-motorized rentals, canoes, kayaks, stand up paddle boards and Hobie Cats have grown into an immense draw for both revenue and visitors to the property. Finally, the park aspect of the property includes the restaurant, beach, trails and playground. Each of these aspects provide the water activation that any municipality desires. Due to the new land created from the Big Dig and the new influx of regular visitors, plans must take into account all three aspects of Frisco Bay Marina and the future growth that needs careful operation and financial planning. One constant must be the customer service that each visitor experiences in the various recreational opportunities as it represents the Town of Frisco as a whole.

F3 Marina appreciates the feedback received from boaters, marina staff, vendors and Town of Frisco administrative staff. While we understand the importance of standardized employee benefits, these items are under consideration and will be made public as soon as finalized.

This report is designed to support the current staff and Town of Frisco on its desire to improve the Frisco Bay Marina into self-sustainable amenity to the citizens of the Town of Frisco and its visitors.

The executive summary will be bullet pointed recommendations followed up by details in body of the report.

2.2 OPERATIONAL AND TECHNICAL

2.2.1 BUILDINGS AND AMENITIES

Our recommendations are:

1. Complete the new Marina Building in the location as previously planned with Stais Architecture & Interiors
 - a. New retail store to provide greater revenue potential to Town of Frisco
 - b. Multiple offices for staff to oversee marina operations
 - c. Access controlled bathrooms for 24/7 access by boaters and staff
 - d. Flexible space to allow for events and as break room for staff
2. Extend or create new building off existing bathrooms
 - a. Increase public bathrooms for paddle sports rental customers and Island Grill customers
 - b. Store additional paddles and lifejackets to support growing rental business
3. Repurpose Lund House
 - a. Split staff between new Marina Building and Lund House
 - i. Marina Building will oversee marina operations and launch operations
 - ii. Lund House staff will focus on paddle sports rentals
 - b. Allow Island Grill to add walk in coolers and dry storage improve business quality and efficiency
4. Expand floating paddle sports docks
 - a. Add additional launch fingers from floating plastic docks to allow more paddle sports rentals to launch per hour
 - b. Extend footprint of dock to allow more storage and launches to grow the business
5. Update grading and drainage of launch ramp
 - a. Complete studies and remedy drainage to allow launch ramp to be accessible without flooding
6. Service yard improvements
 - a. Remove the notch in fence north of the building to allow more yard space
 - b. Improve insulation longevity of current tent or replace with new building
 - c. Clean and organize yard to maximize storage space including removal/ sale of abandoned boats
7. Parking/ traffic flow
 - a. Create additional parking spots as master plan is implemented to accommodate visitors and slip renters

2.2.2 OPERATIONS

Our Recommendations are:

1. Split traffic between marina users (slip holders and motorized boat rentals) and paddle sports/ restaurant / beach goers
 - a. This has been started by putting the marina on the Southeast side of break wall/road and paddle sports off to the West side
 - b. Utilize new building to focus on marina customers and guests that want to purchase items at retail store
 - c. Utilize Lund House to focus on paddle sports rentals and have an auxiliary ship store with minimal items to capture more revenue but keep limited inventory due to the large store in new building
2. Improve efficiency of paddle sports rentals
 - a. Dedicated staff to service these customers at Lund House and paddle shack
 - b. Explore options have additional outdoor kiosks via tablets or rolling stations as were used in 2020
 - c. Obtain approval from Town of Frisco lawyer to have customers watch safety video prior to arriving at the marina to improve flow of customers
3. Train and obtain certification for new motor (Mercury/Yamaha)
 - a. With Evinrude going out of business, staff must be certified to repair new motors as customers come in
4. Staffing improvements
 - a. Maintain customer service levels through continuation of junior staffing program
 - b. Consider identifying an additional full time (year-round) position to oversee marina operations.
 - c. Provide regular training to optimize guest satisfaction and customer service
 - d. Invest in senior leadership training and development to help management of 50+ regular staff
 - e. Reevaluate job descriptions and organizational chart
5. Plan for additional trailer parking
 - a. Secure longer-term lease around B1/ B2 lot
 - b. Secure offsite storage facility

2.3 SALES AND MARKETING

Our recommendations:

1. Branding of marina
 - a. Create/ refresh marina logo to help center the brand as the master plan is implemented
 - b. Utilize Town of Frisco seal on regular documents in addition to brand
2. Update and budget for uniforms that keep all staff representing the marina and Town.
3. Continue to update website to maintain marina occupancy and grow rental business

2.4 FINANCE

Our recommendations:

1. Regularly replace motorized rental boats and paddle sports vessels
 - a. All vessels are paying for themselves within the first year.
 - b. A new fleet maintains higher rental rates and demand
2. Expand rental fleet
 - a. As operations, storage and consumer demands allows continue to grow the fleet to ultimately grow revenues
 - b. Larger fleet would allow the units to last longer
3. Expand services done by technical support staff
 - a. Obtain new certification for engine maker (Mercury/Yamaha)
 - b. Continue to build packages to increase revenues from existing customers
4. Increase revenue from marina slips
 - a. Charge by length of slip or boat length overall whichever is greater
 - b. Consider resident of Town of Frisco vs nonresident pricing
 - c. Charge market rate vs Dillon Yacht Club

2.5 CONCLUSION

The marina's annual visitors create challenges for the daily operations. There are an estimated 70,000 renters that must come through for their video, training, paddles, and life vests. This is a positive challenge to have but still one that must be thought through. Our recommendation is to further split the paddle sports from the marina (rented docks, moorings, transients and motorized rental boats). The new marina office should house the guest services for both the slip holders and the motorized rental boats. The Lund should be optimized to accommodate the paddle sports rentals.

Frisco Bay Marina is a successful property within the Town of Frisco and has continued opportunity to further activate Main Street while allowing its citizens recreational opportunities on the water. By implementing the recommendations, we provided, the Frisco Bay Marina will be positioned for growth now and in the future. Most importantly, the marina will remain self-sustainable and be an amenity for the long term.

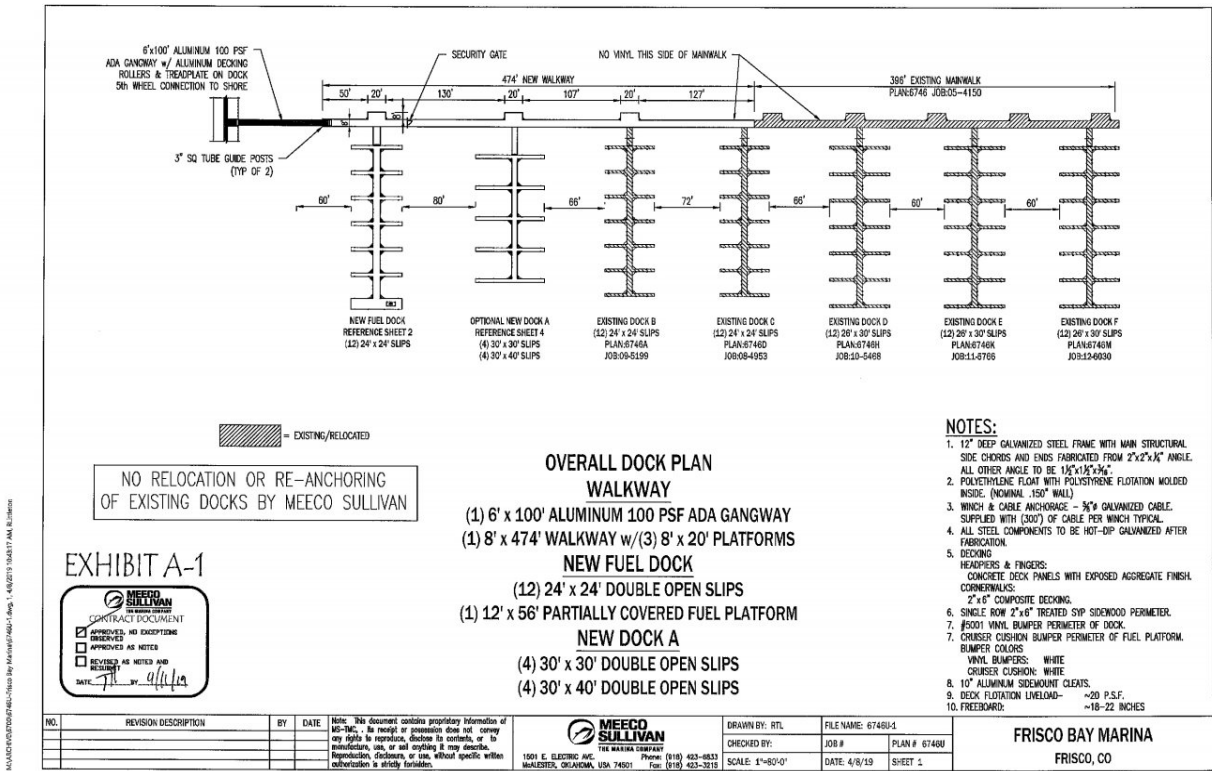
3 OPERATIONAL & TECHNICAL

3.1 INTRODUCTION

Frisco Bay Marina comprises 160 seasonal berths, catering for vessels ranging from 25' to 40' feet. The marina is located in Frisco, Colorado on the shores of Lake Dillon at an elevation of roughly 9,000 feet above sea level. The marina is operated by the town as an enterprise fund. The Town of Frisco marina staff operate the day to day operation including boat rentals, mooring field, boat ramp, non-motorized boat rentals, transient dock space, boat repair service, boat ramp and a beach.

It is readily apparent that a lot of planning has gone into the making of the marina.

The master slip plan for the marina (below) was noticeably dictated by the changing seasonal levels of the reservoir, the repositioning of the docks during the winter season, the new location in relation to the non - motorized watersports, beach and boat ramp. The marina layout also does work well in affording a good range of slip sizes. The slip mix is acceptable and there is room for expansion, especially, by creating more slips to accommodate additional motorized rental boats.



3.2 BUILDINGS AND AMENITIES

3.2.1 INTRODUCTION

Frisco Bay Marina's facilities are currently allowing a successful business to run, but there are changes that can improve the efficiency of staff, customer traffic flow, and resource allocation. Current operations primarily operate out of the Lund house, which while a central location, creates a bottle neck and is regularly overwhelmed by guests. The bathrooms adjacent to the Lund house and the Island Grill are not sufficient to satisfy the needs of guests. Finally, the service yard tent was designed to be temporary and has exceeded its useful life.

3.2.2 LUND HOUSE



Figure 1 Current Marina Office

The marina office is located in the Lund House, which is the furthest away from the marina main entrance pier. This building is really a location best left for the management of the non-motorized water sports. In its present form this building is too congested to accommodate all the functions of the marina/ship store, motorized and non-motorized activities especially during peak season. Possibility of allowing Island Grill to store dry goods and install walk in coolers to support the restaurant and onsite storage. Additionally, staff lockers could be included in the Lund House.

3.2.3 NEW MARINA OFFICE

The Master Plan has identified a marina office building, that needs to deliver a flexible arrangement to accommodate the day-to-day operation of motorized boat rentals, fuel transactions, retail store and a first-class facility to cater to the marina users (slips, mooring and transient guests). The architectural and build out standards should match those of a first-class facility and provide flexibility to accommodate other functions if needed. The marina office building should be a prominent and focal point, as it is the operational hub, and the center for customer service for the marina and motorized water sports rentals. Ideally in a location that is close to the main dock access point and offering a good view of the marina and the boat ramp.

The F3 Marina team met with the principal architect Mr. Matthew Stais and reviewed the proposed layout and functions of the new marina building. Discussions and suggestions were shared in relation to creating a space that would be multi-functional including dedicated washrooms for boat tenants and staff, a ship store and front desk, offices and a flexible space for use for events, breaks for staff and training.

The marina office should be clearly identifiable and located conveniently with excellent and consistent signage from land and water access.

3.2.4 RESTROOM FACILITIES

Client bathroom and shower facilities are well below the standard one would expect of such a quality marina. There is only one dedicated washroom for berth holders and visitors, and it is located at the furthestmost point from the marina docks' main access. The finishes to these bathroom and shower facilities are surprisingly basic. The facilities should be continually monitored and cleaned regularly to an organized schedule and to a standard determined by the marina management to ensure that each user has the same high-quality experience including: providing good lighting and ventilation, stocked soap and quality hand dryer or disposable towels. Restrooms should be in compliance with national rules and regulations for people with disabilities.

There must be sufficient facilities to cope with the numbers of slip holders and visitors and should be located within 900 feet and easy access of the dock access points. The industry standard recommends one (1) bathroom per 175 marina slips, as a minimum.

It is usual to have a common entrance lobby with individual access doors to signed male, female, unisex and disabled/parent and child facilities. The janitor's closet is also best served from the communal lobby area.

It is our recommendation to consider access control shared bathrooms for the marina users and staff that would be located in the new marina building. Additionally, the existing public restrooms need to be extended to accommodate the non-motorized paddle sports rentals and regular guests of beach and park. The additional public restroom should be adjacent or connected to the existing one located behind the Island Grill.



Figure 2 Current Bathroom Exterior and Interior

3.2.5 ISLAND GRILL

A meeting with the island Grill ownership was arranged during our visit to identify the opportunities to increase the size of the restaurant by extending the size of the kitchen, prep area, walk in coolers, dry storage areas, outside seating and outside bar. F3 Marina agrees that currently due to the limited kitchen space consideration should be provided for additional space. This would provide an opportunity for a refreshed menu, adding additional value to the park and marina visitors. Further dialogue should be investigating to provide a design that would include the proposed Island Grill extension, integration and enhancement of the outdoor seating, open bar terrace and the Lund house.



Figure 3 Island Grill Back Patio

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3.2.6 SERVICE CENTER

The service center building/ tent is past its useful life as it was designed only to be a temporary structure. There have been documented electrical issues. The service business has effectively grown past what the existing infrastructure can support. Future considerations should evaluate if a new permanent building is feasible.

Figure 4 Service Center Office



Figure 6 Current Inside Work Area



Figure 5 Exterior of Work Area

3.2.7 PADDLE SHACK

Due to the large increase in paddle sports rental volume, it may be feasible to add a rental kiosk with additional paddle and life vest storage to the bathroom expansion mentioned above. The current paddle shack is operable, but creates an additional bottleneck on busy days. Completing this improvement would continue to allow the growth of these revenue centers.

Figure 7 Existing Paddle Shack



3.3 OPERATIONS

3.3.1 DOCK SYSTEM

The dock system is updated and well designed. Possibilities are to add a permanent fueling dock for both customers and rental business, electric and water to the docks.

The docks are built by, the highly regarded, Meeco Sullivan system, a good choice for this location.

The construction of the marina included relocation of the existing docks, walkway and fingers and the section was completed by Meeco Sullivan in 2019, the docks are made of galvanized steel frames, polyethylene floats with polystyrene molded flotation inside. The docks and piers are secured by winch-controlled galvanized cable anchorage. Piers and fingers are completed concrete panels with exposed aggregate finish, vinyl rub rail and aluminum side mount cleats.

The mooring hardware is sufficient for the needs of the customers. Regular upkeep and maintenance is vital for longevity as they endure the harsh winters.

Figure 8 Winch and Cable

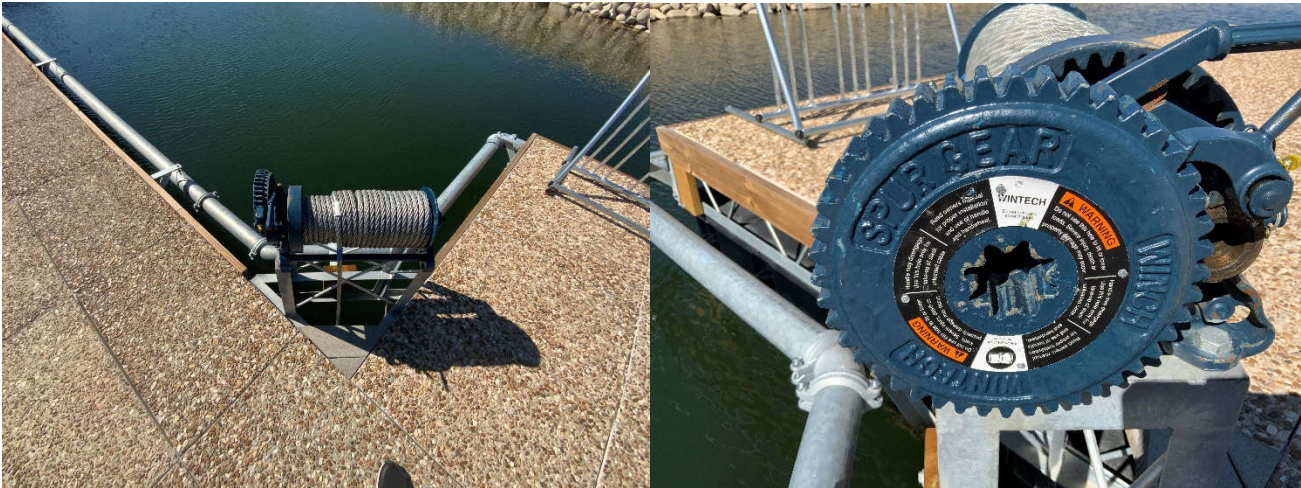


Figure 9 Dock Example



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3.3.2 ACCESS BRIDGE

The main access bridge is of good integrity and design.

Bridge threshold ramps are of an acceptable incline that function well with the incline of the main body of the main floating pier. The bridge incline is well within the recommended maximum slope of 1:6.



Figure 10 Access Bridge

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3.3.3 FUEL DOCK

The current operation of the fuel dock is done by pumping gas into a tank mounted on a truck then transported and transferred into the marina tanks located in a small vessel. The gas is then pumped into the rental pontoon boats, as needed. Although this method was part of the daily operation it leaves a risk for possible liability such as spills, explosion, and certainly not effective in term of staff optimization.

Currently, Frisco Marina is considering to install an above ground double wall tank (4,000 gallons) that will service one (1) gas dispenser located on the end of the floating dock designated for the motorized rental fleet. The proposed fueling facility is satisfactory and provides all the required safety and backup systems. F3 Marina recommends that the current emergency fuel response plan is updated and that a refresher course is mandatory for all the staff.

Figure 11 Existing Fuel Dock

Figure 12 Fuel Barge

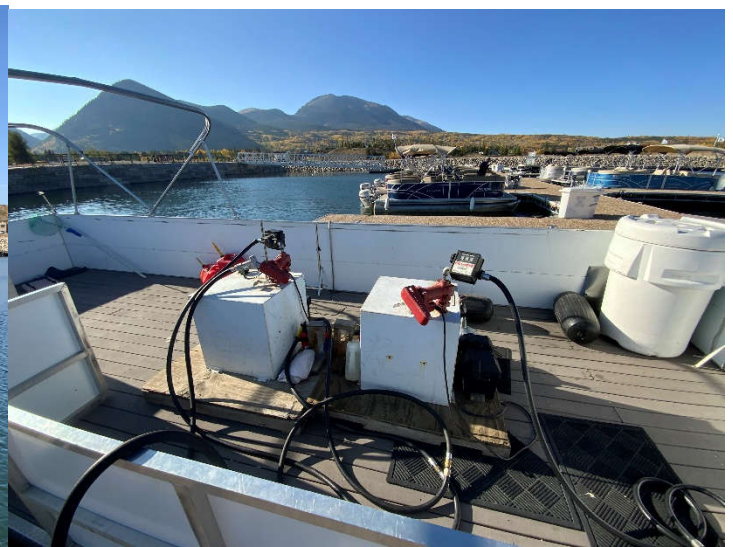
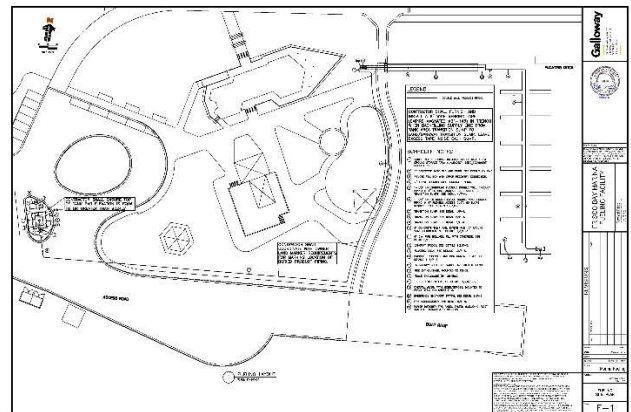


Figure 13 Existing Fuel Dispenser

Figure 14 Proposed New Fuel Installation



3.3.4 MARINA UTILITY SERVICES

Currently, no electric or water is supplied to the docks. It is our recommendation to supply both amenities to the dock system in the future. For the electrical, we would recommend 1 30 amp, 120v power pedestals for vessels up to 30 feet. For vessels over 30, we recommend 2 30 amp, 120v power pedestals. Water should be sufficient to meet maximum demand at working pressure of 35psi and 10 gallons per minute.

3.3.5 SIGNAGE

Current signage is inconsistent, lacks branding and a distinctive marina identity. Budgets should allocate funds to replace existing signage accordingly.

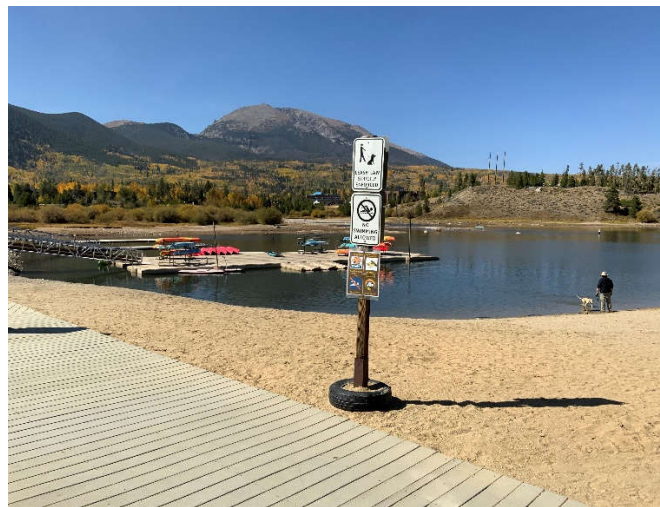


Figure 15 Signage Examples



3.3.6 FLAGS AND BANNERS

More flagpoles would be desirable, along with banners. It is recommended that a properly coordinated scheme be considered to take account of both advertising and the importance of branding.

3.3.7 WI-FI

When fiber or other cable lines are run to the Frisco Bay Marina property, Wi-Fi should be added to the amenities that guests enjoy.

3.4 SAFETY AND SECURITY

3.4.1 SAFETY EQUIPMENT

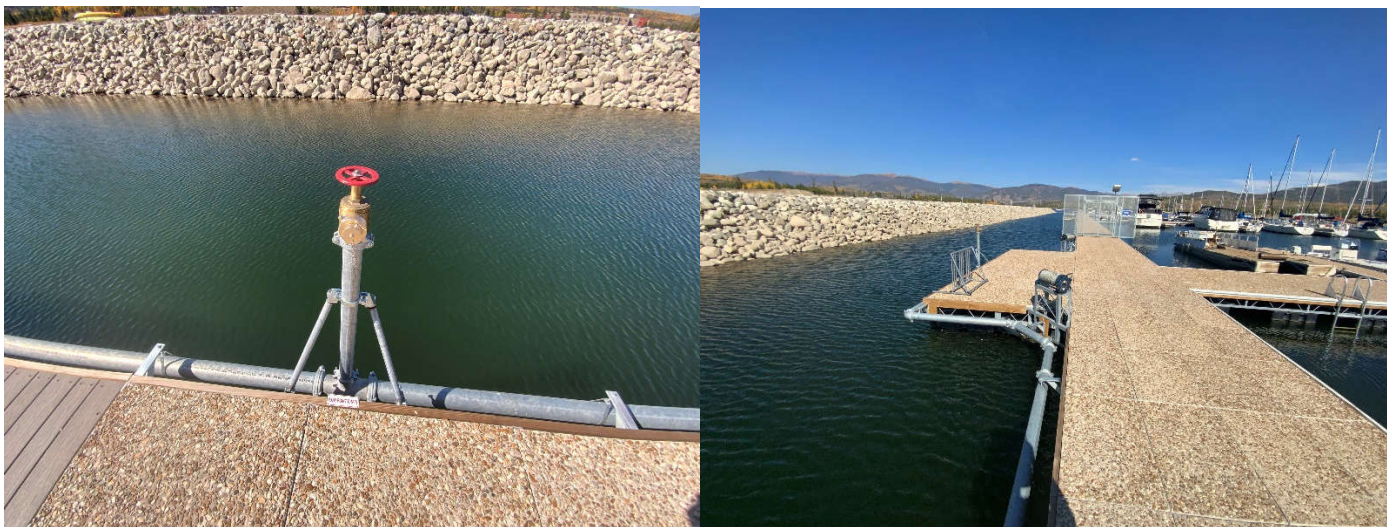
Proprietary safety equipment stations are spread around the marina. What is currently in place is adequate, with the exception that more life rings around the perimeter would be advisable.

Ladders are located throughout the dock system and are well within marina safety regulations.

3.4.2 FIRE EQUIPMENT

Many fire codes require docks and piers to include a fire standpipe system. These systems may be wet or dry and are connected to a main water supply or pump truck. Installation should be in accordance with NFPA 14, the standard for the installation of standpipe and hose systems. Generally, it is up to the local fire marshal to approve or disapprove of the fire protection measures planned for the facility.

Figure 16 Standpipe and Main Line



3.4.3 CAR PARKING AND TRAFFIC FLOW

Access and parking are one of the biggest challenges including the limited number of sidewalks and crosswalks. The current parking and boat storage are 187 spaces. There are several designated car park locations around the marina, nonetheless it would appear that there are insufficient spaces to properly serve all the businesses in its mature state. It should be investigated if more spaces could be made available. According to recognized Marina Codes of Practice, there should be:

1. 0.7 spaces for every wet slip,
2. 0.3-0.6 space to be provided per swing moorings
3. 0.5 space to be provided per employee

Car parking for activities auxiliary to marina activities such as ship chandlery, shops, restaurants, brokerage, should comply with the existing local planning codes or standards of the relevant authorities.

Parking for disabled persons should also comply with the local planning codes and should be located close to the land – based buildings.

When parking and traffic studies are undertaken, the following should be considered:

- a. Existing car parking and traffic generation rates
- b. Size and type of crafts
- c. Number and types of berthing. i.e. wet, Dry storage, Moorings
- d. Patterns over time for peaks and average vehicles and boat usage, including visitors, during:
 1. High season weekends and week days
 2. Location for overflow parking including alternative off- street parking and curb site parking
 3. The impact overflow parking may have in relation to other uses in the locality particularly traffic flows and residential activities.
 4. The possibility and practicality of remote parking (off – site)
 5. Car parking for activities ancillary to marina activities
 6. Common user parking facilities

4 SALES & MARKETING

4.1 INTRODUCTION

Frisco Bay Marina is successful at operating a popular marina destination. There are areas that can further promote the brand to maintain the popularity year after year.

4.2 BRANDING/ LOGO

The logo and branding of the marina should be visible on staff clothing, communication, signage and further augment the reputation of the facility. Frisco Bay Marina should plan to update uniforms to have a consistent appearance for customers. These uniforms should follow brand guidelines for the Town of Frisco and Frisco Bay Marina and prominently showcase the logo.

4.3 SOCIAL MEDIA/ WEBSITE

The current website for the marina is under the Town of Frisco's domain. This provides a central location for Frisco visitors to find information about the offerings of the marina. Search engine optimization appears to be in line as a "Frisco Bay Marina" Google search provides the marina's website first.

The marina does not have a social media presence due to the Town of Frisco managing an overarching social media account. It is our recommendation to consider starting social media accounts to help customers of the marina to get timely information.

4.4 BOATER COMMUNICATION/ EVENTS

Boater communication is essential and, when well-structured and organized, can resolve issues prior to escalation. Communication should be improved between the town, community, businesses, marina tenants, and staff at all levels. The primary means of communication would include, email blasts, fliers in bathrooms, text messaging apps and social media postings.

The social / activities on land and water should be an important part of the culture of the marina. In non-Covid-19 years there were marina breakfasts as well as other creative events to show appreciation for customers. The recommended multi-use space in the new marina building would allow these events to have place to host from.

5 FINANCE

5.1 INTRODUCTION

Frisco Bay Marina staff utilizes RecTrac to monitor the rental business, retail store sales, slip rentals and service work order billing. These reports are regularly sent to the finance team at the town hall for entry into Caselle.

5.2 COMMENTARY ON FINANCE PRACTICES

5.2.1 UPKEEP OF RECORDS

All record keeping and reporting was well-organized and easily accessible via the RecTrac software. Marina staff is well trained and experience on navigating the software. Information needed from Caselle was readily available from the finance team whether a comprehensive annual financial report or monthly reports.

5.2.2 MARINA RATE STRUCTURE

Current charges for slip rentals are based on the registered length of the vessel. Standard marina practice is to bill by the length over all of the vessel or the length of the dock, whichever is greater. This would mean that a 20' vessel that is docked in a 30' slip would pay for the full price of the 30' slip. Likewise, if a 32' vessel was docked in a 30' slip, they would pay for 32' worth of linear footage charges.

An additional option is to charge slips by residency requirements. A Town of Frisco resident could pay less than a non-resident to benefit the taxpayers of the Town of Frisco that have a vested interest in the success of the town.

Mooring fields are also charged by the registered length of the vessel. It may be worth updating to charge by overall length of the vessel to ensure proper swing length between vessels on the mooring field.

Trailer storage and dry storage are currently charge on a linear footage rate. While simple, it does not calculate for wider beamed vessels that would take up more space in the storage lots. Standard marina practice is to charge by the square footage that the vessel or trailer occupies.

Rack storage for canoe/kayaks are charged by the rack except for additional vessels on the same rack.

All of these recommendations would increase the revenue of the marina.

5.2.3 WAIT LIST

Current occupancy for all areas of the marina are at 100%, which provides a stable marina, but also requires a well-organized wait list. Having the wait lists published on the marina website allows for fair tracking of who has first right of refusal for open slips. We have seen marinas charge for access to the wait list to help keep the wait list fresh and legitimate customers. The wait lists can help steer the future growth of the marina. For example, what size slips are in demand, do we need more moorings or should we secure more land for trailers/ winter storage.

5.2.4 TECHNICAL SERVICES

Current service technicians are trained and certified on Evinrude engines, which are now discontinued. We recommend the Town of Frisco invest in these employees to obtain new certification and repair tools to repair and maintain either Mercury or Yamaha engines. A new work order system or process should be investigated to allow the service technicians to focus on their customers and their vessels. As mentioned above, having a new permanent building will assist in long term viability of this amenity. Finally, re-evaluating the current yard, i.e. removing and selling abandoned boats and removing scraps, may allow new revenues to be captured through storage.

5.2.5 FUTURE CAPITAL EXPENDITURES

An emphasis on continually growing the business to be profitable will allow the marina to remain self-sustainable as new capital projects are implemented in accordance with the master plan. By maximizing revenues, this enterprise fund will be able to connect the downtown with the lakefront.

5.2.6 RENTALS- MOTORIZED AND PADDLE SPORTS

The rental fleet for paddle sports, i.e. stand up paddle boards, Hobie Cats, kayaks, canoes, etc., and the motorized rental fleet, i.e. pontoon boats and fishing boats, need to be regularly replaced. The paddle sports are paying for themselves many times over before being sold and replaced. Likewise, the motorized boats have been a very profitable revenue center. Keeping the fleets updated and growing with the demand of the customers keeps the revenue maximized. The motorized rental boat fleet may need to take some transient docks or seasonal docks if the customer demand increases. As the fleet grows, the marina must staff the operation appropriately.

6 PEOPLE MANAGEMENT & DEVELOPMENT

6.1.1 INTRODUCTION

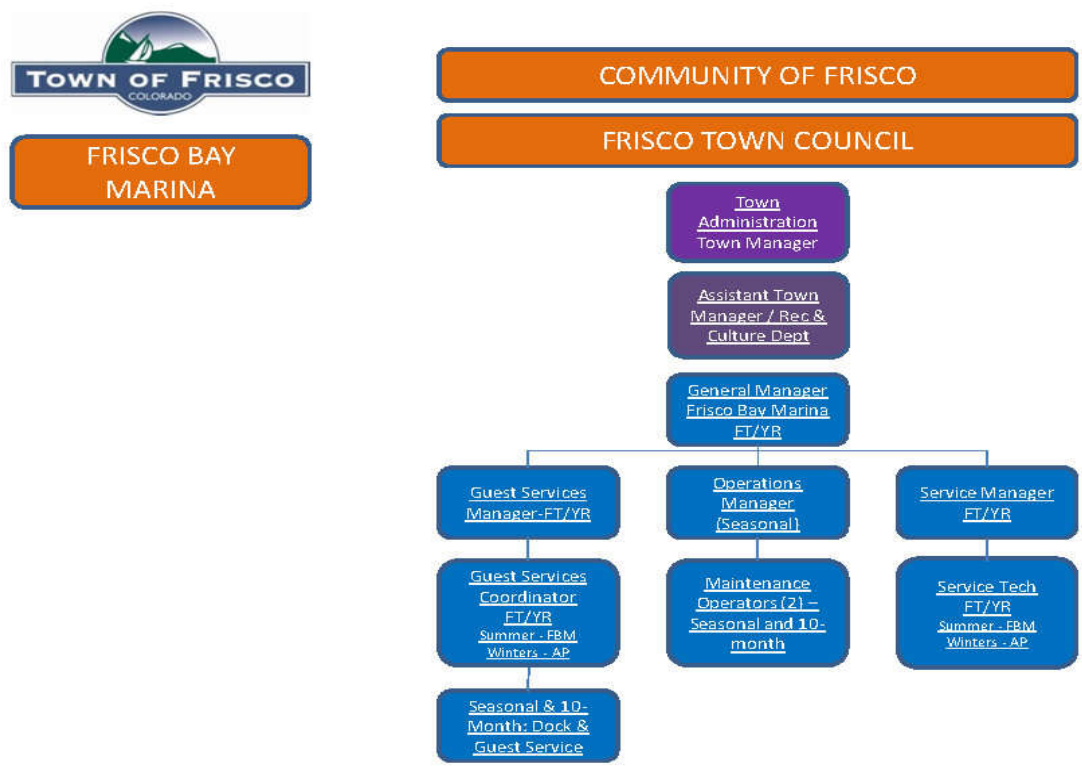
The visit to Frisco Bay Marina consisted of one-to-one meetings with each lead employee, visual observation, and reading through the employee job description and day-to-day duties.

The meeting with the Marina General Manager, Tom Hogeman, gave a general overview of the marina human resources function, comprising recruitment and selection, training and development, performance management and employee relations. This function is supported by the Town of Frisco Human Resources Office. The questions asked and observations made during the meetings at Frisco Bay Marina were all based on F3 Marina standards.

All team members were highly cooperative during the exercise, commented and gave feedback in a constructive manner.



6.2 ORGANIZATION STRUCTURE AND REPORTING LINES



The positions shown in the above organizational chart cover all the required competencies to operate the marina. This has been reflected in the job descriptions presented which also match the primary duties and responsibilities listed as identified whilst analyzing specific jobs.

The current staffing of Frisco Bay Marina is comprised of the following 51 staff:

- General Manager
- Guest Services Manager
- Service Manager
- Operations Manager
- Guest Services Coordinator
- 2 – Guest Service Leads
- 2 - Dock Leads
- 2-Maintenance Operator
- 1 – Service Technician
- 15 – Dock Attendants
- 11 - Guest Service Attendants
- 13 – Junior Dock and Guest Service attendants

6.3 EMPLOYEE UNIFORMS

Our recommendation is to have branded uniforms for the marina to help with customer identification for service. Additionally, it represents the Town of Frisco and the marina identity.

6.4 EMPLOYEE KNOW-HOW AND TECHNICAL SKILLS

All the team members are qualified to perform their respective jobs. During our visit, we found employees to be forward-looking, receptive, positive, accommodating and customer-oriented. They are in possession of good communication skills via phone and face to face interactions.

The majority of staff showed a proactive approach towards problem-solving and have all demonstrated that they are capable of rising to work challenges. This was evident due to the large influx of visitors to the marina during the 2020 season.

6.5 GENERAL PEOPLE MANAGEMENT – SOCIAL EVENTS

There was feedback during our interviews that discussed and requested additional regular communication and interactions. Normal operating years had planned social events for staff team building, but were limited due to COVID-19.

6.6 KEY LEARNINGS AND RECOMMENDATIONS

Consider updating the organizational chart to optimize the efficiency of the operations and flow of customers through the property. Staffing could operate from two buildings to dedicate service to paddle sports/ non-motorized rentals from the Lund House and marina operations (rented slips, motorized rentals, retail store, fuel sales, event space and dedicated boater/ staff bathrooms) would operate from the new marina building. This would require having at least one more additional fulltime, year-round employee to oversee the two operations that comprise Frisco Bay Marina (paddle sports rentals and marina docks operations- motorized boat rentals and slip rentals).

6.6.1 STAFFING PLANNING

The junior staffing program has been an overwhelming success for the marina's staffing. It provides a dedicated pipeline of talent that regularly return year after year. These employees are able to train to operate in higher roles in their returning years.

6.6.2 TRAINING

The regular training to allow staff to complete their daily tasks are completed. One area that is always worth spending time on is customer service training. This can focus on telephone communication, in person interactions and conflict resolution. Finally, training should also include emergency responsiveness plans.

The team comes across as highly committed and very promising. All team members showed a positive attitude and willingness to learn more. The fact that they have a good level of education demonstrates that they are trainable.

7 MARINA OPERATIONAL PERFORMANCE AUDIT FORM

Marina Name: Frisco Bay Marina

Marina Operational Performance Audit – Staff Appraisal

COLLECTIVE PERSONNEL QUALITIES						
	9-10	7-8	5-6	3-4	1-2	N/A
Personal appearance		8				
Dress code			5			
Conduct & attitude		8				
General competence		8				
Meet job expectations		8				
Relationships & Teamwork		8				
Attend detail (Proactive approach)		7				
Function excellence (Problem solving)		7				
Total Score: 59/80 74%						

F3 MARINA OPERATIONAL PERFORMANCE AUDIT FORM

CUSTOMER RELATIONS SKILLS

	9-10	7-8	5-6	3-4	1-2	N/A
Telephone manner		8				
Face to face interactions		7				
Response to requests		7				
Relaying information		7				
Complaints records and response action			6			
Assistance providing ancillary services		8				
Provision of local information	9					
Concierge skills		8				

Total Score: 60/80 75%

Marina Operational Performance Audit - Operational & Accountancy

OPERATIONAL & ACCOUNTANCY SYSTMES

	9-10	7-8	5-6	3-4	1-2	N/A
Marina Management System	9					
Marina Management Manual		8				
Accounting System		8				

Total Score: 25/30 83%

F3 MARINA OPERATIONAL PERFORMANCE AUDIT FORM

Marina Operational Performance Audit – Finance & Administrative

FINANCE & ADMINISTRATIVE PRACTICES						
	9-10	7-8	5-6	3-4	1-2	N/A
Upkeep of statutory records	9					
Marina management system & proc.	9					
Review of accounting system & proc.	9					
Check on aged receivables		7				
Preparation & upkeep of Business Plan		7				
Preparation of monthly accounts	9					
General filing & record keeping	9					
Stock control	9					
Personnel management		8				
Resource management		8				
Presentation of offices			6			
Total Score: 90/110 82%						

F3

F3 MARINA OPERATIONAL PERFORMANCE AUDIT FORM

Marina Operational Performance Audit – Health & Safety

FINANCE & ADMINISTRATIVE PRACTICES						
	9-10	7-8	5-6	3-4	1-2	N/A
Supply of protective clothing			6			
Use of protective clothing			6			
Safe working practices & conduct			6			
Reviews of risk assessment			6			
Adequacy of Emergency Response Plan			6			
Display of H&S information		7				
(COSHH) Storage of hazardous goods			6			
Adequacy of fire & safety equipment		8				
Test & certification of safety equipment		8				
Allocation of muster points		8				
Relations with Emergency Services		8				
Total Score: 75/110 68%						

F3

F3 MARINA OPERATIONAL PERFORMANCE AUDIT FORM

Marina Operational Performance Audit – Facility Upkeep

MARINA BUILDING & PROPERTY UPKEEP						
	9-10	7-8	5-6	3-4	1-2	N/A
Appearance of front office			5			
Appearance of administration offices			5			
Cleanliness of washrooms				3		
Tidiness of plant rooms & workshops		7				
Tidiness of stores and compounds		7				
Tidiness of other ancillary buildings			6			
General external condition of buildings			5			
Appearance of main entrance way		7				
Cleanliness of footpaths & public space		7				
Cleanliness of roadways		7				
Cleanliness of car parks			6			
Cleanliness of break walls		8				
Appearance of street furniture		7				
Appearance of flags & banners etc.		7				
Adequacy of signs & notices & upkeep				4		
Adequacy & cleanliness of waste receptacles			6			
Cleanliness of drains & culverts			6			
Total Score: 103/170 61%						

F3 MARINA OPERATIONAL PERFORMANCE AUDIT FORM

Marina Operational Performance Audit – Technical & Maintenance

FACILITIES - ADEQUACY & CONDITION OF EQUIPMENT						
	9-10	7-8	5-6	3-4	1-2	N/A
Onshore lighting		7				
Illumination of buildings		7				
Mooring bollards		7				
Dredge levels	10					
Floats & piers		8				
Access bridges and ramps	9					
Safety modules	9					
Berth identification		7				
Mooring cleats	9					
Dock fenders		8				
Dock ladders	9					
Navigation buoys	9					
Access controls/barriers/gates/doors		7				
Fuel storage facility				4		
Fuel supply system				3		
Waste oil recovery/storage system				3		
Grey/black water collection system			5			
Fire suppression system		8				
Pollution control equipment			5			

F3 MARINA OPERATIONAL PERFORMANCE AUDIT FORM

Marina water quality	9					
Tools	9					
Stock and spare parts	9					
Workboats		8				
Total Score: 169/230 73%						

Marina Operational Performance Audit – Sales & Marketing

SALES & MARKETING						
	9-10	7-8	5-6	3-4	1-2	N/A
Sales & Marketing program		8				
Sales & Marketing systems		8				
Customer relations database	9					
Branding			6			
News letter		7				
Total Score: 38/50 76%						

F3



main floor plan

frisco bay marina
277 marina road frisco . colorado

draft 22 september 2020

scale: 1" = 10'-0"





revised floor plan per F3 input

frisco bay marina
277 marina road frisco . colorado

draft 4 november 2020

scale: 1" = 10'-0"





MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: TOWN OF FRISCO 2020-2021 STRATEGIC PLAN UPDATE
DATE: NOVEMBER 10, 2020

Summary and Background: In July of this year, the Town Council held two retreats reviewing the list of priorities and goals to be accomplished during the next 6 to 12 months. In 2019 the Council identified five high-priority goals, actions to achieve those goals, and timelines by which they intend the work to be completed. This year the council realigned Vibrant Recreation to include the history and arts. Following the workshop, the Town's Leadership Team and staff within each department aligned operations, projects and programs to the Town Council's priorities.

Note: The Town Council recently addressed the need to fully evaluate the future vision for the Town of Frisco, which is agendaized to be considered in January of 2021. Evaluating and adopting a specific vision will provide guidance as to purpose and expected outcomes for Town Council priorities, projects, and programs. Following a discussion and adoption of the Town vision, staff will bring forward Town Council discussion regarding summer 2021 events and potentially reconsideration of the priorities and projects included in the attached 2020-2021 Strategic Plan.

Analysis: When implemented effectively, strategic planning is a worthwhile process establishing clear priorities of the Town Council, which are in turn aligned with the budget and department priorities. Meaningful strategic planning also includes measurable milestones to establish necessary urgency among departments, ensuring progress is made in accordance with the expectations of the Town Council. The Town Council identified the following five strategic priorities:

- (1) The Town of Frisco will be an Inclusive Community;
- (2) The Town of Frisco will strive to create a Thriving Economy;
- (3) The Town of Frisco will take action to achieve a Sustainable Environment;
- (4) The Town of Frisco will prioritize its Vibrant Culture, Art & Recreation; and
- (5) Providing Quality Core Services are the heart of the Town of Frisco.

The Town Council also identified several high-priority goals to be incorporated into the Town's work plans immediately:

- (1) **Strategic Priority, Inclusive Community High Priority Goals: Increase Full-time Residents to 50%, Implement Plans to improve Social Equity and Justice, Adopt a five-year Housing Plan and Implement Housing Projects (CDOT, Granite Street).**

- (2) Strategic Priority, Thriving Economy Priority Goal: **Development Main Street Economy**
- (3) Strategic Priority, Sustainable Environment High Priority Goal: **Net Zero** along with **Implementation of the Climate Action Plan**
- (4) Strategic Priority, Core Services High Priority Goals: **Strengthen Infrastructure Resiliency** along with **Digitize Government Services**

Financial Impact: The Strategic Plan itself does not have a financial impact to the Town. However, *implementing* the strategic priorities does have significant financial impact in order to accomplish the goals described in the plan. If the Council adopts the Strategic Plan as presented, staff will incorporate these goals, aligning the Council's vision, priorities, goals, budget, and department work plans to create the environment in which high-performing teams excel.

Staff Recommendation: It is the recommendation of the Town Manager that the Town Council discuss and direct implementation of the attached 2020-2021 Strategic Plan and support continuing the discussion with a January 2021 Town vision discussion.

Attachments

- 1) Proposed Strategic Plan

Reviews and Approvals: This report has been written by Nancy Kerry, Town Manager.






TOWN OF FRISCO

STRATEGIC PLAN

2020 - 2021



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Frisco Town Council



**Mayor
Hunter Mortensen**



**Mayor Pro-tem
Jessica Burley**



Andy Held



Dan Fallon



Rick Ihnken



Andrew Aerenson



Melissa Sherburne



INCLUSIVE COMMUNITY

The Town of Frisco is committed to making decisions and policy which welcome and support residents and visitors so they can pursue their full potential in our unique mountain town. This means that the Town of Frisco takes action to dismantle any systems that sustain inequity and racism and commits to ensuring that there are options in housing, childcare, recreation, and education which consider equity, environmental, economic, and access issues.

Actions/Goals	Dept.	Milestones
<u>Town Council High Priority Goal: Increase Full-Time Residents to 50%</u> <ul style="list-style-type: none">➤ Town Council to develop measurable outcomes to achieve goal➤ Evaluate Housing Options & create incentives<ul style="list-style-type: none">○ Consider opportunities presented by “Zoom economy”○ Consider Deed Restriction covenants to identify remote workers as locals○ Consider Inclusionary Zoning options for deed restricted housing➤ Identify strategies to maintain current full-time residents➤ Develop fiber/telecomm system improvements➤ Implement Town Council’s desired strategies	CDD	Nov. 2020 Jan, 2021
<u>Town Council High Priority Goal: Create 5 -year Housing Capital Plan</u> <ul style="list-style-type: none">➤ Adopt 5-Year “2020-2025 Frisco Strategic Housing Plan (FSHP)”<ul style="list-style-type: none">○ Develop a Draft Plan and review at Council work session○ Present final plan to Council for adoption➤ Initiate Housing Projects:<ul style="list-style-type: none">○ CDOT & TOF: Complete 80% design of proposed housing project○ Initiate process to develop project for 3rd and Granite (Sabatini Lot)	CDD	April 2021 July 2021 Summer, 2021 Jan, 2021

Strategic Priority: Inclusive Community

<p><u>Town Council Goal: Implement Social Equity Plan</u></p> <ul style="list-style-type: none"> ➤ Town Council consider options for implementing social justice and equity plans following meetings with community members and evaluating options ➤ Create comprehensive policies to address social equity plan ➤ Communicate Social Equity Plan with community ➤ Implement strategies throughout organization 	HR/TM	<p>Nov, 2020</p> <p>Jan. 2021</p> <p>2021</p> <p>2021</p>
<p><u>Goal: Complete Granite and Galena Complete Streets Plan</u></p> <ul style="list-style-type: none"> ➤ Obtain visionary direction from Town Council ➤ Select design consultant through RFP process ➤ Host public outreach meetings, gather Town Council and community input, present conceptual designs for construction options ➤ Present Council proposed UDC Code Amendment to incorporate plans 	CDD/ PW	<p>Feb. 2021</p> <p>April 2021</p> <p>Sept. 2021</p> <p>Oct. 2021</p>



THRIVING ECONOMY

The Town of Frisco strives to create a thriving and sustainable economy for our community by encouraging a variety of businesses which not only provide goods and services but also have a positive impact on the experience of residents and visitors. The Town supports Frisco's economy by recognizing, preserving, and improving upon the assets that sustain our community, including Frisco's iconic Main Street; the commercial core on and around Summit Boulevard; and the outstanding recreational opportunities at the Frisco Bay Marina, Dillon Reservoir, local parks, Frisco Adventure Park, Frisco Nordic Center, and the public lands surrounding Frisco.

Actions/Goals	Dept.	Milestones
<u>Town Council High Priority Goal: Development Main Street Economy</u> <ul style="list-style-type: none">➤ Develop Townwide Short and Long-term Economic Strategy<ul style="list-style-type: none">○ Evaluate economic recovery needs necessitated by COVID-19➤ Consider Promenade 2.0 for 2021 and beyond➤ Produce Main Street Master Plan<ul style="list-style-type: none">○ Confirm Town Council goals and project scope, release RFP and contract with Design Team (dependent upon economic recovery)○ Adoption of final plan by Town Council	CDD	2021 Visioning Jan, 2021 Feb. 2021 April 2021
<u>Complete CDOT Gap Project Design</u> <ul style="list-style-type: none">➤ Consultant selected, design team in place➤ Present conceptual designs & cost options to Town Council➤ Identify funding options and present final design to Town Council➤ Establish critical milestones for implementation coincide with Gap Project	PW	March 2021 June 2021 July 2021



SUSTAINABLE ENVIRONMENT

Description: The Town of Frisco will take action to collaboratively protect and sustain our treasured environment, by ensuring new development and redevelopment achieves net zero and a balance between the natural and built environment and implementing initiatives to address climate change. In furtherance of a holistic approach, the Frisco Town Council supports a sustainable human ecosystem comprised of our inspiring natural environment.

Actions/Goals	Dept.	Milestones
<u>Town Council High Priority Goal: Net Zero</u> <ul style="list-style-type: none">➤ Complete major energy efficiency upgrades on Town Hall➤ Complete renewable energy plan for all Town Facilities➤ Include Net Zero principles for all Town-owned or Town-sponsored construction➤ Expand EV charging infrastructure➤ Create EV transition plan for Town fleet➤ Identify PV retrofit projects at existing Town facilities	CDD	Sep. 2021 Jan. 2021 Ongoing policy April, June 2021 March 2021 Jan 2021
<u>Implement Environmental Stewardship Goals</u> <ul style="list-style-type: none">➤ Complete wildfire mitigation work above the Town's Water Treatment Plant up North Ten Mile Creek➤ Include storm water best management practices in all Town construction efforts➤ Construct wildlife-proof enclosure around Town Hall refuse area➤ Begin enforcement of regulations for trash left outside residences➤ Increase waste diversion at businesses➤ Promote reusable bottle use	CDD/ PW/PD	Oct. 2021 Oct. 2021 Aug. 2021 June 2021 Dec. 2021

Strategic Priority: Sustainable Environment

Actions/Goals	Dept.	Milestones
<u>Continue Implementation of Climate Action Plan</u> <ul style="list-style-type: none">➤ Include Climate Action implementation actions/goals in 2021 budget➤ Incentivize EV charging infrastructure in private residence➤ Adopt local ordinances to require energy reporting for large commercial buildings.	CDD/ PW/PD	Fall 2020, 2021 Jan. 2021 Jan. 2022
<u>Consider Banning Plastic Single-Use Bags</u> <ul style="list-style-type: none">➤ Worksession with Town Council➤ Implement Town Council's direction	CDD/TM	Dec, 2020 As directed



VIBRANT CULTURE, ARTS & RECREATION

Description: The Town of Frisco recognizes recreational, historical, artistic, and cultural assets and experiences as foundational to the Town's vibrancy and the quality of life for residents and visitors. The Town commits to providing unique and accessible opportunities for residents and visitors so they may find their own unique adventures and meaningful experiences in Frisco, and the Town pledges to maintain, sustain, and protect these assets and experiences for future generations.

Actions/Goals	Dept.	Milestones
<u>Implement Frisco Bay Marina Improvements</u> <ul style="list-style-type: none">➤ Implement Phase 2 of the Marina Master Plan<ul style="list-style-type: none">○ Construct new office and retail building, turnaround area and fuel system➤ Complete parking/circulation study and implement changes as appropriate➤ Prioritize future projects and funding➤ Implement Operational Improvements	Rec	2021-2022 Oct, 2021 Oct, 2021 Winter, 20-21
<u>Implement Peninsula Recreation Area Improvements</u> <ul style="list-style-type: none">➤ Adopt Comprehensive Vision & Project Implementation Plan<ul style="list-style-type: none">○ Complete design of new Village Center building○ Evaluate cost/benefit Wedding Venue➤ Implement PRA Master Development Plan – Trails within PRA<ul style="list-style-type: none">○ Construct new trails	Rec	Complete Sept. 2021 Nov. 2021 Summer 2021
<u>Continue Implementation of Parks Master Plan Outside PRA</u> <ul style="list-style-type: none">➤ Construct park improvements aligned with Town Council priorities	CDD	Oct. 2021

Strategic Priority: Vibrant Recreation

<u>Develop Frisco Historic Park and Museum Long-Range Plan</u> <ul style="list-style-type: none">➤ Review current and future uses of park and recommendations<ul style="list-style-type: none">○ Evaluate options for additional park amenities○ Prepare and present options for Town Council consideration & funding	Rec/ CDD	Aug. 2021
<u>Increase and Encourage Art in Public Spaces</u> <ul style="list-style-type: none">➤ Facilitate implementation of Make Frisco Arts Committee short and long term public art projects➤ Increase awareness of art in public and private spaces	Rec	Ongoing " "



QUALITY CORE SERVICES

The Town commits to providing quality core services with efficiency, excellent customer service, and professionalism. The Town recognizes that a balanced and fiscally sustainable budget is the cornerstone of successfully supporting this goal so that the Town can effectively maintain critical infrastructure and general services, provide essential public safety services , support and improve the Town’s recreational and historical assets, communicate effectively to actively engage residents, attract and retain high-performing personnel to deliver exceptional service to the public, and promote economic development.

Actions/Goals	Dept.	Milestones
<u>Town Council High Priority Goal: Strengthen Infrastructure Resiliency</u> <ul style="list-style-type: none">➤ Complete full scope life cycle assessment of all Town infrastructure to develop 5 to 10-year Asset Management and Replacement Plan➤ Present to Town Council for adoption of funding plan	PW	Jan, 2021
<u>High Priority Goal: Digitize Government Services Townwide</u> <ul style="list-style-type: none">➤ Implement electronic and digital services throughout Town operations	All Depts.	Complete: Spring 2021
<u>Develop Five-Year Financial Forecasting Model</u> <ul style="list-style-type: none">➤ Create five-year financial forecasting model for long-range financial planning➤ Include with annual budgeting process each year	TM / Finance	On-going

Strategic Priority: Quality Core Services

Actions/Goals	Dept.	Milestones
<u>Strengthen Public Engagement with Town Council</u> <ul style="list-style-type: none"> ➤ Increase opportunities for public engagement with Town Council by implementing new platform PrimGov to broadcast meetings ➤ Hire professional team to upgrade council chambers with cameras to broadcast to PrimGov platform 	TM / Clerk	Dec. 2021 Jan. 2021
<u>Improve Accessibility of Town Code for Residents</u> <ul style="list-style-type: none"> ➤ Re-Codification of Town Code ➤ Implement cloud-based hosting of Town Code ➤ Measure usage of new searchable online features 	Clerk	Dec 2020 July 2021 Dec 2021
<u>Retain Fully Staffed Police Department</u> <ul style="list-style-type: none"> ➤ Identify alternative recruitment streams ➤ Promote Frisco PD through recruiting video and new outreach ➤ Identify housing opportunities 	PD	On-going On-going On-going
<u>Increase Police Officer Training</u> <ul style="list-style-type: none"> ➤ Implement SB-217 requirements ➤ Training programs ➤ Purchase body cams and car cams 	PD	In accordance with SB-217 Jan 2021
<u>Improve Police Department Core Services</u> <ul style="list-style-type: none"> ➤ Consider Remodel of Police Department 		Mid-year budget



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DON REIMER, COMMUNITY DEVELOPMENT DIRECTOR
RE: DISCUSSION OF STRATEGIC PLAN GOAL – 50% RESIDENTIAL OCCUPANCY
DATE: NOVEMBER 10, 2020

Summary and Background: Town Council recently established a Strategic Plan Goal of increasing the proportion of full-time residents of Frisco from the current level up to 50 percent. This work session discussion is intended to further define the goal, and provide potential options that could be utilized to achieve this goal.

Analysis: As this is the beginning of the development of this Strategic Plan Goal and defining the potential outcomes, this staff report includes sections with current data on population and housing, suggestions to assist in further defining the outcomes that could be pursued under this goal, and options that could be considered to meet the goal.

Baseline Housing Data. The United States Census Bureau performs a census every 10 years that gathers data on all residents of the United States. As part of the census, basic demographic information is gathered which can be used to inform public policy decisions at the national, state and local levels. The most recent available census data is from the 2010 census – the 2020 census data has not yet been made available; when the data from the 2020 census is available the below statistical information will be updated. The Census Bureau also provides regular estimates in the intervening years through the American Community Survey.

The 2019 Housing Needs Assessment completed in March 2020 for the Summit Combined Housing Authority is the most recent report prepared for local use that includes information on occupancy of residential properties within the Town. The Needs Assessment presents data based on the four planning basins in Summit County. Frisco is within the Ten Mile basin, which also includes unincorporated areas such as Copper Mountain and Bill's Ranch. The housing data presented in the Needs Assessment was based on data from the American Community Survey and State Demography office. The report (pg. 25) includes the following for the Ten Mile Basin:

	Number of Units	Percent of Total
Housing Units	4666	100
Occupied	1395	30
Vacant	3271	70
Occupied Units	1374	100
Owner Occupied	854	62
Renter Occupied	521	38

It should be noted while the 2019 Housing Needs Assessment estimates a 30 percent occupancy for the residential units in the Ten Mile Basin, that number has limited relevancy to Frisco due to the inclusion of Copper Mountain into these totals – a large percentage of which are vacant.

The Colorado State Demography Office also provides an annual estimate using birth and death data, net migration and changes in the number of housing units, which may be helpful to provide insight into changes in a community. The most recent available data is from July 2019:

	Number of Units	Percent of Total
Housing Units	3607	100
Occupied	1528	42.4
Vacant	2079	57.6

This information may not reflect some of our current occupancy assumptions based on observed changes in the community based on the increase in the short-term rental options such as AirBnb, as these are estimates based on original data. Both the Housing Needs Assessment and the Office of State Demography estimate current statistics based on the most recent (2010) census, which means errors in the estimates would exponentially increase with each additional year from the original data point. Staff anticipates that the 2020 census information will provide a more accurate baseline of occupancy of the residential units within the Town.

Based on the above, if no additional dwelling units are created, increasing full-time occupancy to 50% would be equivalent to converting approximately 275 vacant units to full-time residency. Using the estimate of 2.07 occupants per household, this would result in an increase of 570 residents.

The Housing Needs Assessment notes that 190 ownership units between 80% and 120% AMI, and 950 rental units at up to 80% AMI are needed in the Ten Mile basin by the year 2023. Based on these figures, even increasing to 50% occupancy by full-time residents will not fully satisfy the identified need. However, the Ten Mile basin includes many areas outside of Town limits, such as Copper Mountain and the County Commons, which greatly contribute to the housing needs in the area.

What is a Vacant Unit?

Both the census and State Demography Office classify a vacant unit as a property which is not occupied as a primary residence, and thus includes second homes and short-term rental units. In our community, a “vacant” property could include a number of different iterations, each of which have differing implications on a range of community impacts. Examples of types of residential use that are classified as vacant can include:

- a residence that is occupied 6 months per year by the owner, where the owner identifies a primary residence elsewhere
- a second homeowner that occupies the residence one or two weeks per year
- a short term rental, regardless of whether it is rented once per year or for multiple periods of less than 30 days, 365 days per year
- a property that is rented out on a month to month or seasonal basis (even if to a resident)

At the same time, a property owner that identifies a residence in Frisco as their primary residence, but lives in it only six months per year and leaves it vacant or short-term rents it the remainder of the year is still classified as a full-time resident using these methods. As the Town pursues the goal of increasing the proportion of residences occupied on a full-time basis, it will be important to understand and be able to define the different types of residential use, and the means to measure and quantify the various types of occupancy. Population statistics are based on the census results and where the respondent declares their residence, which will not necessarily track exactly with the housing occupancy statistics.

Population and Demographic Information

Another consideration when discussing housing policy and social equity is the demographic characteristics of the community. As the 2020 census results have not been published, the best available information is from the State Demography Office, from July 2019. A Community Profile may be generated from the Demography Office website, and is included as Attachment 1. A few statistics from that report and other sources on the Demography Office website include:

- Town Population (2018): 3135
- Population increase 2010 – 2018: 441
- Median Age: 48.8 (and increasing)
- Population under age 5: 1.3%
- Population 18-65: 85.7%
- Population 65+: 13.4%
- Households that speak Spanish at home: 8%
- Percentage White: 90.1; Hispanic: 5.2; Black: 0.3

The 2019 Housing Needs Assessment includes additional information related to employment, housing, commuting, and related factors that should also be reviewed when considering policies related increasing the proportion of full-time residents in Frisco. Because the median age in Frisco is increasing, housing options for seniors may also be considered.

Existing Workforce Housing

There are currently 154 privately owned residential units that are deed restricted to occupancy only by local employees. These deed restrictions vary in requirements, but many also include limitations on income of the occupants, and may also include an appreciation cap on the sale value of the property. The Town of Frisco also manages 16 residential units that are not deed restricted. 12 are reserved for Town employees, and the other 4 are available for persons employed within the Ten Mile Basin. These 170 units combined represent approximately 5% of the dwelling units within the Town.

/// continued next page ///

Short-term Rentals (STR)

The Town adopted regulations on short-term rental of residential properties in 2019. Since that time, the Town has been working with owners and managers of STRs to license their properties and ensure that they are operating in accordance with the regulations, including limitations on occupancy, compliance with parking requirements, and payment of lodging and sales taxes.

Currently, there are 577 STR licenses active within the Town. Many are concentrated in condominium developments, although there are STRs located in most other residential areas of Town. A map showing locations of STRs is included as Attachment 2.

The following data may be helpful:

- Number of licenses: 581 (approximately 16% of the dwelling units in Town)
- Unit types:
 - Studio: 12 (3%)
 - 1 bedroom: 65 (11%)
 - 2 bedroom: 269 (47%)
 - 3 bedroom: 164 (28%)
 - 4 bedroom+: 67 (11%)
- Minimum night stay: 97% 1-7 nights (the other 3% has blocked calendars for stay minimum 30 days)
- Total number of bedrooms: 1,393
- Total maximum occupancy: 4,698
- Average occupancy: 8%
- Estimated average annual Lodging tax per STR: \$382
- Estimated average annual sales tax per STR: \$326

Beginning in June 2020, Town staff began contacting property owners that had recently purchased property in Frisco to inform them about STR regulations and the requirement to obtain an STR license. Since that time, out of 149 new property owners, 53 have obtained an STR license (36%).

Potential Options to increase Full Time Residency

The Town continues to pursue collaborations to develop additional deed restricted residential dwelling units within the Town, utilizing 5A funds. There are currently a total of 170 deed restricted or Town managed employee units. As noted above, increasing the proportion of dwelling units occupied by full-time residents would require approximately 275 additional units based on current statistics. It is unlikely that building of new residential units using 5A funds alone would be sufficient to achieve this goal, so other options may need to be considered.

There are several regulatory options or other programs which could be employed to increase the proportion of full-time residents in Frisco. As this is a preliminary discussion, the various options presented below is intended to stimulate discussion. With each, there are potential benefits and potential impacts which are not fully detailed or analyzed in this report.

Regulatory programs. Regulatory programs are policies which could be incorporated into Town Code and apply to properties through regulations such as short-term rental regulations, or the Unified Development Code.

- Short-term Rental (STR) Regulations. Changes to the STR regulations may make additional properties available to full-time residents.
 - Place limitations on the number of STR licenses
 - Significantly increase the STR license fee
 - Amend STR occupancy limitations to decrease the maximum permitted occupancy
- Inclusionary zoning. Require residential developments of a certain size to include a percentage of deed restricted units as part of the development approval process
- Commercial linkage. Require commercial developments to create workforce housing units to offset housing required for a portion of the generated employees.
- Density Bonus. Adjustments to the existing density bonus regulations to require additional deed restricted units in exchange for market rate bonus units
- Amendments to the Accessory Unit regulations to encourage creation of additional units
- Require that lock-off units are deed restricted for occupancy by a local employee
- Reduce floor area, parking, and other code regulations related to workforce housing units.
- Change deed restriction provisions to allow remote workers to qualify as occupants.
- Change deed restriction provisions to require a minimum number of occupants or give priority to larger households.

Any of these Code changes could result in a net increase in the number of full-time residents; however, there may be associated impacts to each that should be evaluated to assure that the proposed change is consistent with Strategic Plan and other adopted plans and goals.

Incentive Programs. The following programs may incentivize property owners to create new deed restricted units, rent long-term rather than short term, or place an occupancy deed restriction on an existing residence.

- Housing Helps program. Adjust criteria that will encourage more participation in the program.
- Utilize Housing Helps funds in a program to subsidize rents for short-term rentals that are being made available for long-term rental
- Consider partnerships within the Frisco area with large employers to convert STR into long-term rental units, even outside of Town limits (e.g. Copper Mountain)
- Offset water and / or sewer tap fees and building permit fees when a deed restricted property is being built
- Reduce water rates for full-time residents

Marketing and Facilities. The following suggestions may encourage more people to make Frisco their primary residence.

- Improve broadband and cellular service to make it easier to live here and work remotely
- Resident rates at Town facilities such as the marina and Nordic center
- Partner with school districts and childcare facilities to improve education opportunities, or consider funding to families to improve access to child care or alternative education opportunities
- Continue development of recreational facilities, parks and trails that could further promote Frisco as a great place to live
- Consider economic development opportunities that attract more diverse businesses that are not necessarily driven by tourism

Financial Impact: Several of the programs identified above would require the use of financial resources (housing funds) or reduce Town revenues from fee waivers or reduced fees.

Alignment with Strategic Plan: The goal of increasing the proportion of residences occupied on a full-time basis is part of the Inclusive Community goal in the Strategic Plan. Achieving the goal could also have impacts on the Thriving Economy, Sustainable Environment and Vibrant Recreation goals in the Strategic Plan.

Environmental Sustainability: An increase in the number of residents that live and work in Frisco may have some positive Environmental impact, such as a reduction in vehicle emissions resulting in fewer vehicle miles traveled by those residents. Depending on the options pursued, there may be other environmental impacts that will be evaluated with those strategies.

Staff Recommendation: Consider the information presented above, and direct staff to further investigate one or more of the options to achieve the Strategic Plan Goal of increasing the proportion of full-time residents to 50%.

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

Nancy Kerry, Town Manager

Attachments:

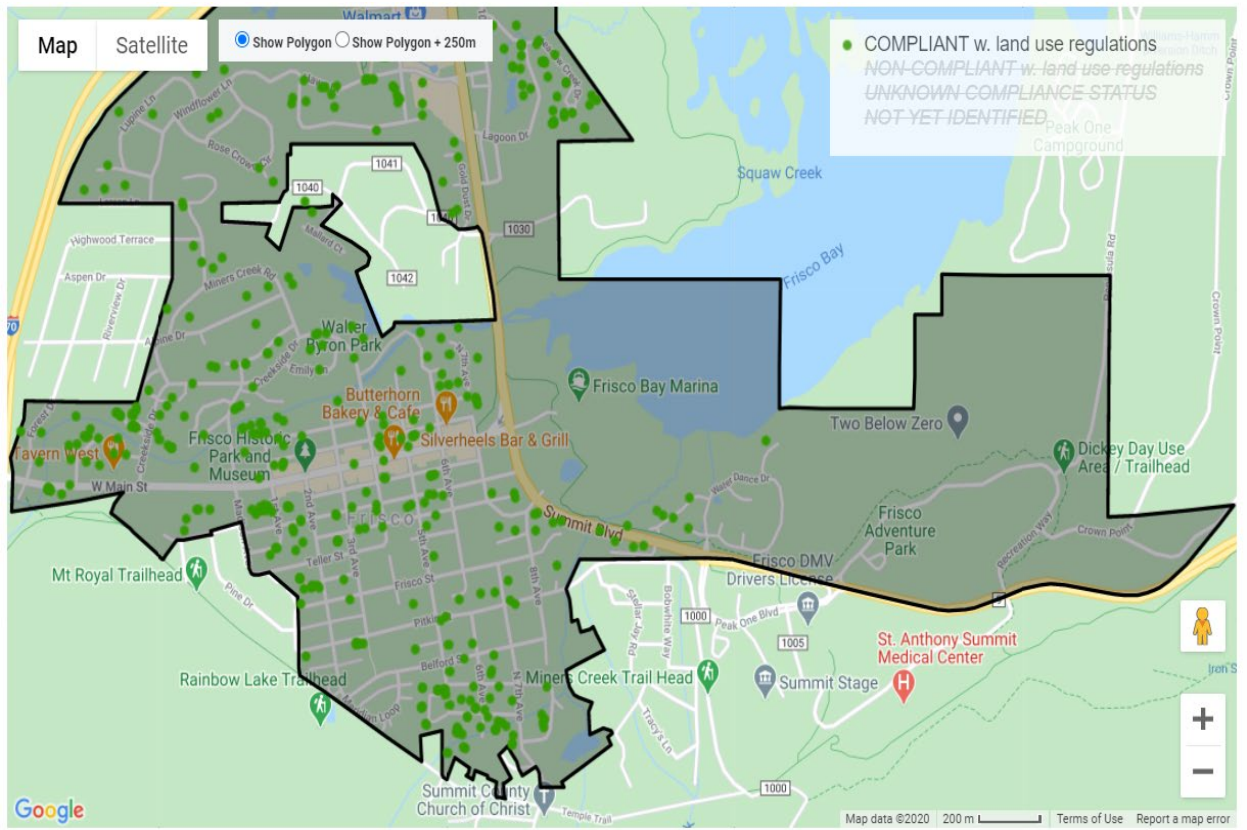
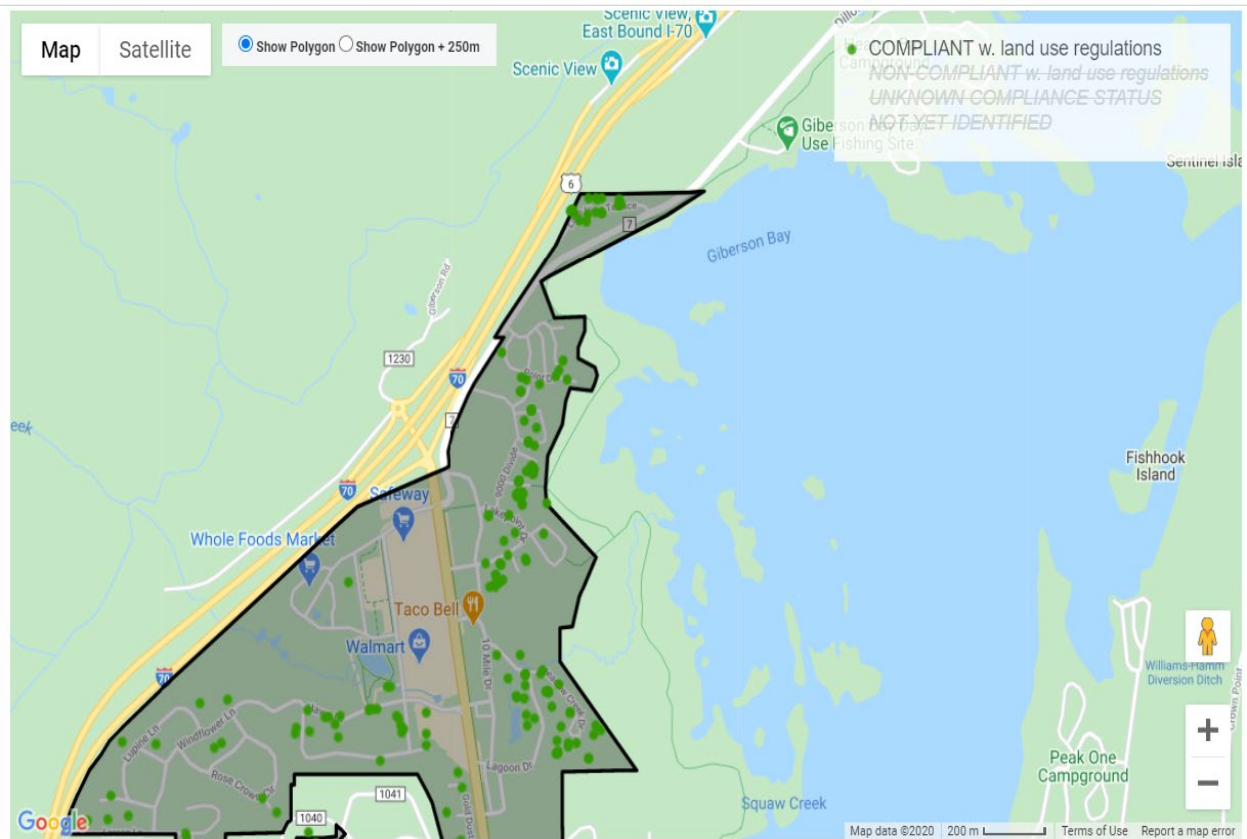
Attachment 1: Community Profile from Colorado Demography Office

Attachment 2: Map of Active STR licenses

Attachment 1 Community Profile

Attachment 2

STR Location Map



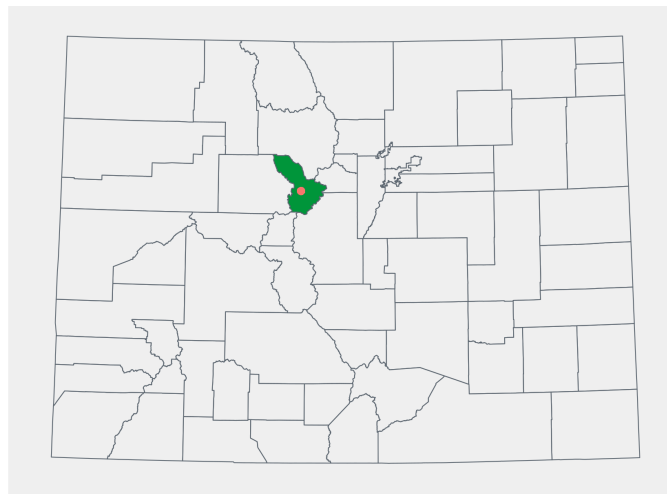


State Demography Office Colorado Demographic Profile

Print Date: 11/04/2020

Community Profile for Frisco

Demographic information is critical for making informed decisions at the local, state and national level. This demographic profile is a summary of trends in a community. The dashboard provides charts, text, data and additional links to assist in the exploration and understanding of demographic trends for counties and municipalities in Colorado. The following collection of tables and charts establishes the context for assessing potential impacts and for decision-making.



Basic Statistics

The population base and trends of an area determine the needs for housing, schools, roads and other services. The age, income, race and ethnicity, and migration of the population of a community are all vital in planning for service

provision. The most significant demographic transitions for Colorado and its communities are related to disparate growth, aging, downward pressure on income, and growing racial and ethnic diversity.

Table 1: Community Quick Facts

	Frisco	Summit County	Colorado
Population (2018)+	3,135	30,813	5,696,897
Population Change (2010 to 2018)+	441	2,740	646,565
Total Employment (2018)+	6,338	27,023	3,391,712
Median Household Income [^]	\$70,789	\$77,589	\$68,811
Median House Value [^]	\$568,300	\$563,000	\$313,600
Percentage of Population with Incomes lower than the Poverty Line [^]	6.0%	10.1%	10.9%
Percentage of Population Born in Colorado [^]	26.7%	29.5%	42.5%
+Source: State Demography Office			
[^] Source: U.S. Census Bureau, 2014-2018			
American Community Survey, Print Date: 11/04/2020			

Population Trends

The tables and plots in this section highlight trends and forecasts for the total population in Frisco. The table shows the overall population growth rate for Frisco, Summit County and the State of Colorado. Additional plots show the overall population trends, forecasts for along with the overall components of change for Frisco.

Table 2: Population Growth Rate

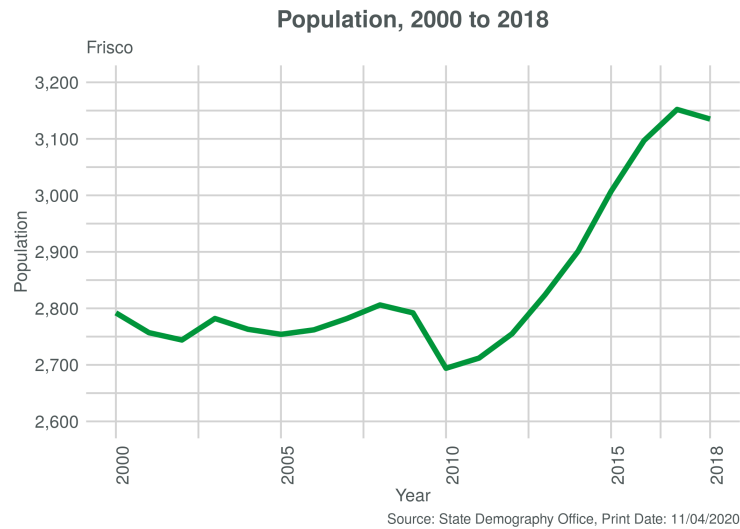
Year	Frisco		Summit County		Colorado	
	Population	Growth Rate	Population	Growth Rate	Population	Growth Rate
1990	1,601		12,881		3,294,473	
1995	2,193	6.5%	18,270	7.2%	3,811,074	3.0%
2000	2,792	4.9%	25,709	7.1%	4,338,801	2.6%
2005	2,754	-0.3%	26,623	0.7%	4,662,534	1.4%
2010	2,694	-0.4%	28,073	1.1%	5,050,332	1.6%
2015	3,007	2.2%	30,051	1.4%	5,453,996	1.5%
2018	3,135	1.4%	30,813	0.8%	5,696,897	1.5%

Note:

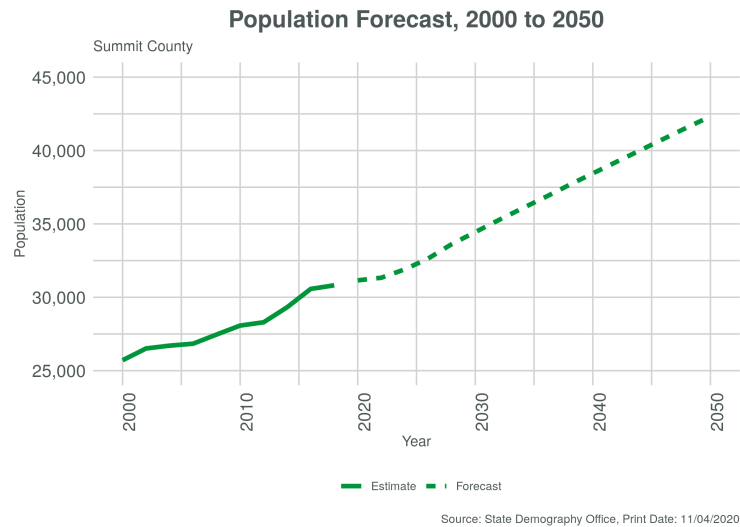
Source: State Demography Office, Print Date: 11/04/2020

At the end of 2018 the estimated population of Frisco was 3,135, an increase

of 128 over the population in 2015. The growth rate for Frisco between 2015 and 2018 was 1.4 percent compared to 0.8 percent for Summit County and 1.5 percent for the State of Colorado.

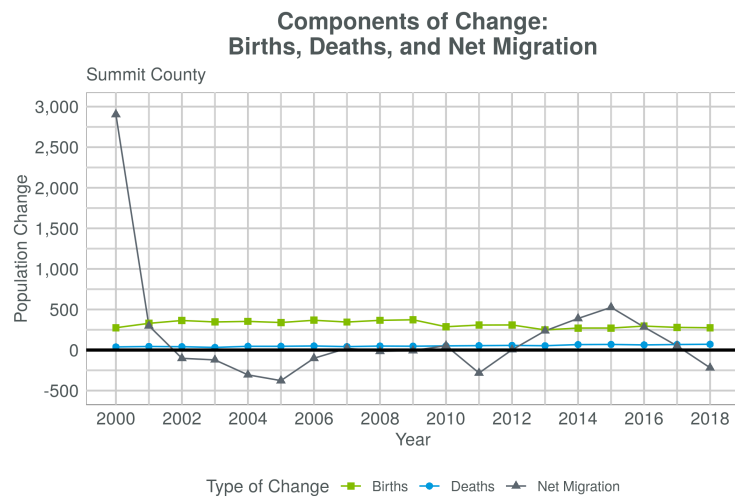


The population of Summit County is forecast to reach 31,154 by 2020 and 38,443 by 2040. Overall, the growth rate for Summit County is expected to increase between 2020 and 2040. Between 2010 and 2020 the forecast growth rate was 1.0 percent, between 2020 and 2030 the forecast growth rate is 1.0 percent, while the forecast growth rate between 2030 and 2040 is 1.1 percent. The change is due in part to population aging and changes in the proportion of the population in childbearing ages. Note: Population forecasts are only provided for Colorado counties.



Components of Population Change

Births, deaths and net migration are the main components of population change. Net migration is the difference between the number of people moving into an area and the number of people moving out. Change in net migration typically causes most of the changes in population trends because migration is more likely to experience short-term fluctuations than births and deaths. Migration also tends to be highly correlated to job growth or decline in communities where most of the residents work where they live. For many counties with negative natural increase (more deaths than births), this makes migration especially important for population stability and growth.



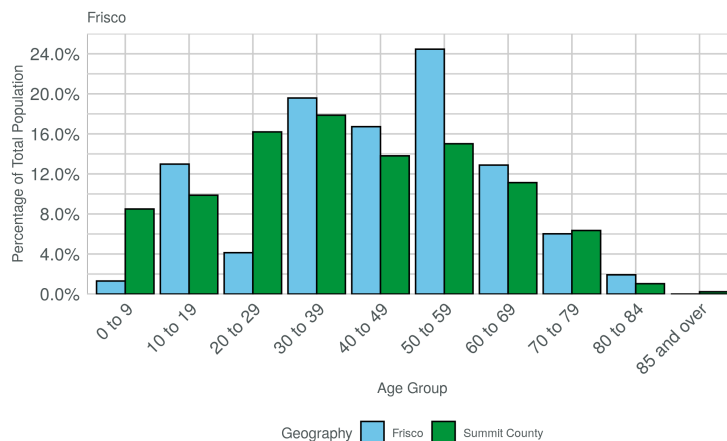
Over the past five years, between 2014 and 2018, the population of Summit County has increased by 2,083 people. The total natural increase (births - deaths) over this period was 1,248 and the total net migration (new residents who moved in minus those who moved out) was 1,266. Note: Components of Change data are only available for Colorado counties.

Age Characteristics

Every community has a different age profile and is aging differently. People in different age groups work, live, shop, and use resources differently and these differences will impact the economy, labor force, housing, school districts, day care facilities, health services, disability services, transportation, household income, and public finance. An aging population may put downward pressure on local government tax revenue due to changes in spending on taxable goods.

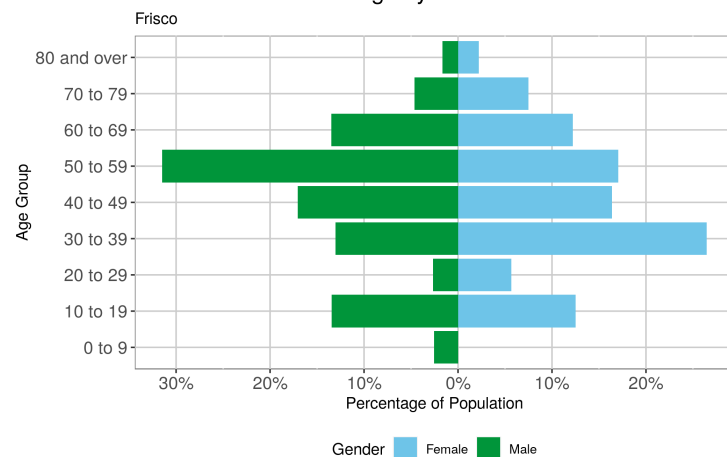
The age distribution of the population of Frisco and Summit County are shown here.

**Population Distribution by Age
for 2018**



Source: U.S. Census Bureau, 2014-2018 American Community Survey, Print Date: 11/04/2020

Age by Gender



Source: U.S. Census Bureau, 2014-2018 American Community Survey, Print Date: 11/04/2020

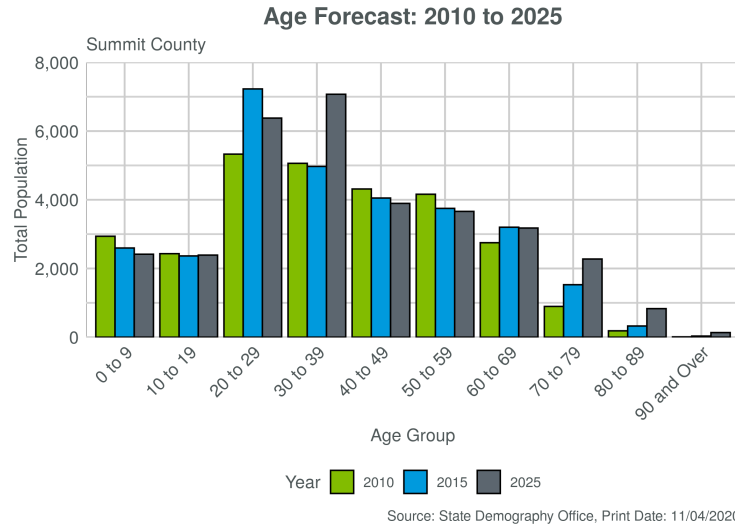
Table 3: Median Age by Gender Comparison

Gender	Frisco		Summit County		Significant	Direction
	Median Age	MOE	Median Age	MOE		
Total	48.8	2.4	39.1	0.9	Yes	Older
Male	50.1	2.0	39.5	2.0	Yes	Older
Female	47.6	10.7	39.1	1.6	No	

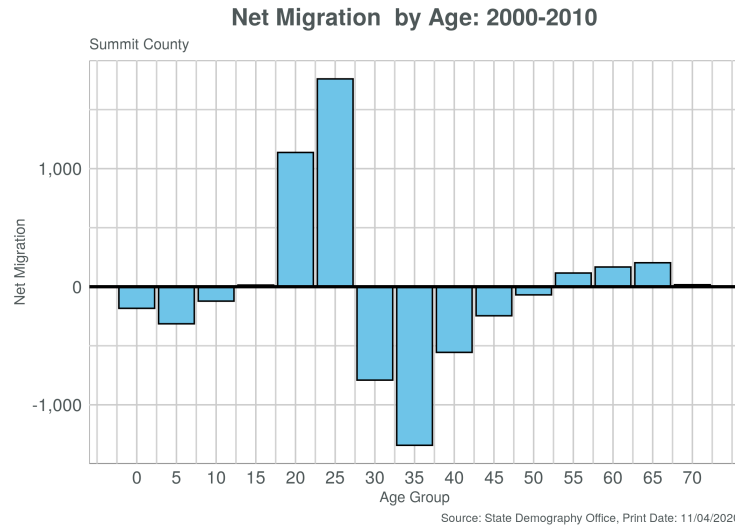
Note:

Source: U.S. Census Bureau, 2014-2018 American Community Survey, Print Date: 11/04/2020

The median age of Frisco is 8.5 years older than the county. Women are not significantly older or younger than women in Summit County but men in Frisco are significantly older than men in the county.



The changing age distribution of the population of Summit County for the period from 2010 through 2025 is shown here. The changes in proportion of different groups can highlight the need for future planning and service provision. Many areas have a larger share of older adults, indicating the need to evaluate housing, transportation and other needs of the senior population.



This plot shows the net migration by age in Summit County. Colorado typically draws many young adults as migrants. Areas with colleges and resorts draw a

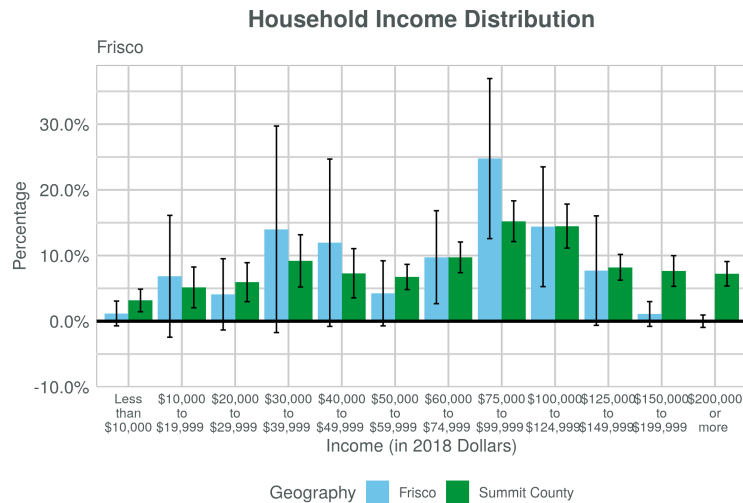
number of 18 to 24 year olds. Areas with a growing economy tend to account mostly 25 to 35 year olds and areas attractive to retirees tend to draw both workers and older adults.

Population Characteristics: Income, Education and Race

The plots and tables in this section describe the general population characteristics of Frisco. The bars on the plots show the width of the 90 percent confidence interval. Categories where the bars do not overlap are significantly different.

Household Income

The household income distribution plot compares Frisco to household incomes for Summit County. Household income comes primarily from earnings at work, but government transfer payments such as Social Security and TANF and unearned income from dividends, interest and rent are also included. Income and education levels are highly correlated; areas that have lower educational attainment than the state will typically have lower household incomes.



Source: U.S. Census Bureau, 2014-2018 American Community Survey, Print Date: 11/04/2020

The Household Income Source(s) Table shows household income sources and amounts for households in Summit County. Households will have multiple sources of income, so this table is not mutually exclusive. Mean income values reflect values from the cited source.

Table 4: Household Income Source(s)

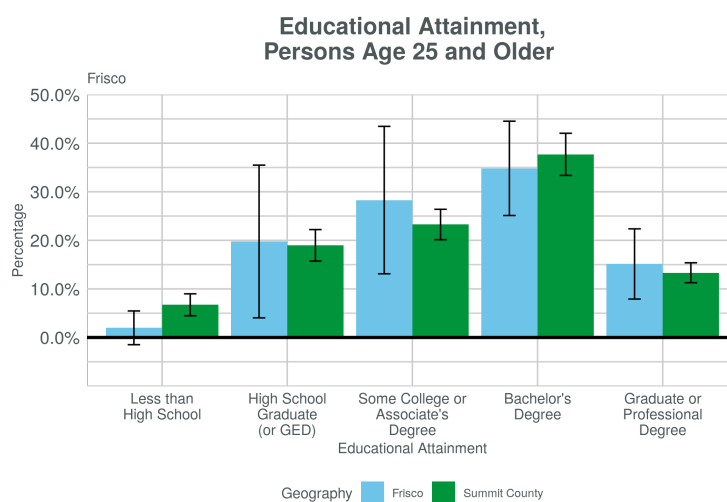
Summit County				
Income Source	Total Households		Mean Income	
	Estimate	MOE	Estimate	MOE
All Households	9,707	580	\$96,841	\$ 5,935
With earnings	85.4%	5.8%	\$85,663	\$ 7,599
With interest, dividends or net rental income	29.9%	4.5%	\$36,922	\$11,691
With Social Security income	22.0%	2.4%	\$22,435	\$ 2,744
With Supplemental Security Income (SSI)	0.7%	0.7%	\$ 9,964	\$12,128
With cash public assistance income	1.4%	1.2%	\$ 2,776	\$ 2,696
With retirement income	15.1%	2.6%	\$33,400	\$ 9,820

Note:

Source: U.S. Census Bureau, 2014-2018 American Community Survey, Print Date: 11/04/2020

Educational Attainment

The education attainment plot is provided for persons older than Age 25, i.e., those who have likely completed their education.



Source: U.S. Census Bureau, 2014-2018 American Community Survey, Print Date: 11/04/2020

Race and Ethnicity

The Race Trend table shows the changing racial and ethnic composition of Frisco beginning in 2000 and continuing to the present.

Table 5: Race Trend

Race	Frisco			Summit County		
	2000	2010	2018	2000	2010	2018
Hispanic	3.5%	5.2%	5.2%	9.8%	14.2%	14.3%
Non-Hispanic	96.5%	94.8%	94.8%	90.2%	85.8%	85.7%
Non-Hispanic White	94.3%	91.8%	90.1%	86.7%	82.7%	82.3%
Non-Hispanic Black	0.1%	0.3%	0.0%	0.7%	0.7%	0.9%
Non-Hispanic Native American/Alaska Native	0.2%	0.3%	0.0%	0.4%	0.2%	0.2%
Non-Hispanic Asian	0.9%	1.3%	0.0%	0.9%	1.0%	0.5%
Non-Hispanic Native Hawaiian/Pacific Islander	0.0%	0.1%	0.0%	0.1%	0.0%	0.4%
Non-Hispanic Other	0.0%	0.1%	0.0%	0.1%	0.1%	0.1%
Non-Hispanic, Two Races	1.1%	0.9%	4.7%	1.5%	1.0%	1.4%
Total Population	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%

Note:

Sources

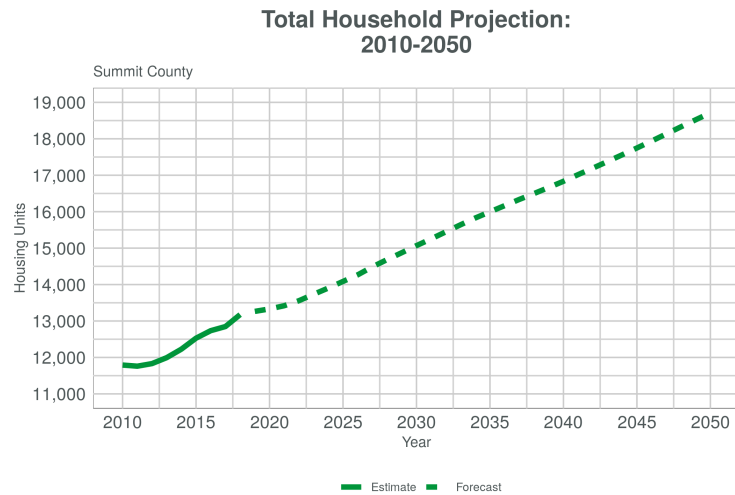
¹ 2000: 2000 Census

² 2010: 2010 Census

³ 2018: Source: U.S. Census Bureau, 2014-2018 American Community Survey, Print Date: 11/04/2020

Housing and Households

Understanding the current housing stock is critical for understanding how the community can best address current and future demands. This section begins with a projection of households. The projection of households is derived by county specific headship rates for the population by age. Beyond the numbers and characteristics, understanding the value and affordability of housing units is vital. Are the housing prices prohibitive to new families? Are the housing prices at such a high price that once the current work force ages and sells, those housing units will most likely go into the vacation seasonal market? Or are housing prices reasonable and suddenly the community is experiencing growth in families with children? How many total housing units are there? What types of new units are being built - multi-family vs single family?



The Household Estimates plot shows the current and projected number of households in Summit County between 2010 and 2050.

The next several tables provide an overview of the housing stock in an area. The availability of land and the cost of land can dictate whether housing is less dense, with a greater number of single family units or more dense with a number of multifamily apartments and condos. Median home values and median gross rents are often considerably lower than current market prices as the values are computed from a 5-year average that runs through 2016. The number of people per household can offer insights as to the composition of the households . Areas with a larger number of people per household often have more families with children under 18 or a number of roommates living together to share housing costs. Those with a smaller number of persons per household, likely have a larger share of single-person households.

Table 6: Housing Units: Frisco, 2018

Frisco	
Housing Type	Value
Total Housing Units	3,522
Occupied Housing Units	1,517
Vacant Housing Units	2,005
Vacancy Rate	56.9%
Total Population	3,135
Household Population	3,135
Group Quarters Population	0
Persons per Household	2.07

Note:

Source: State Demography Office, Print Date: 11/04/2020

Table 7: Characteristics of Housing Units

Housing Unit Type	Frisco				
	Owner-Occupied Units		Rental Units		All Units
	Units	Percent	Units	Percent	Units
All Housing Units	725	57.0%	547	43.0%	1,272
Single Unit Buildings	387	62.8%	229	37.2%	616
Buildings with 2 to 4 Units	125	62.5%	75	37.5%	200
Buildings with 5 or More Units	213	46.7%	243	53.3%	456
Mobile Homes	0		0		0
RVs, Boats, Vans, Etc.	0		0		0
Median Year of Construction	1987		1982		1985
Average Number of Persons Per Household	2.51		2.29		2.42

Note:

Source: U.S. Census Bureau, 2014-2018 American Community Survey, Print Date: 11/04/2020

Table 8: Comparative Housing Values

Variable	Frisco	Summit County
	Value	Value
Median Value of Owner-Occupied Households (Current Dollars)	\$568,300	\$563,000
Percentage of Owner-Occupied Households paying 30% or more of income on housing	36.3%	32.2%
Percentage of Owner-Occupied Households paying 30-49% of income on housing	9.1%	14.2%
Percentage of Owner-Occupied Households paying 50% or more of income on housing	27.2%	18.0%
Median Gross Rent of Rental Households (Current Dollars)	\$1,591	\$1,402
Percentage of Rental Households paying 30% or more of income on housing	45.7%	47.0%
Percentage of Rental Households paying 30-49% of income on housing	16.6%	30.1%
Percentage of Rental Households paying 50% or more of income on housing	29.1%	16.9%

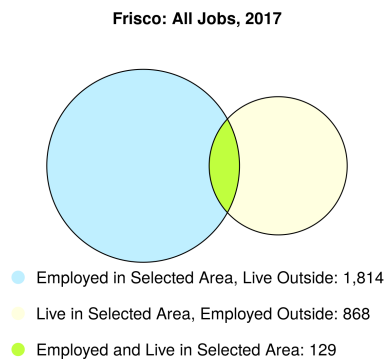
Note:

Source: U.S. Census Bureau, 2014-2018 American Community Survey, Print Date: 11/04/2020

Commuting

Commuting plays an important role in the economy of an area because not all workers live where they work. Commuting impacts local job growth, access to employees, and transportation infrastructure. The Commuting diagram identifies three groups of people:

- People who work in Frisco, but live elsewhere.
- People who live in Frisco, but work elsewhere.
- People who live and work in Frisco.



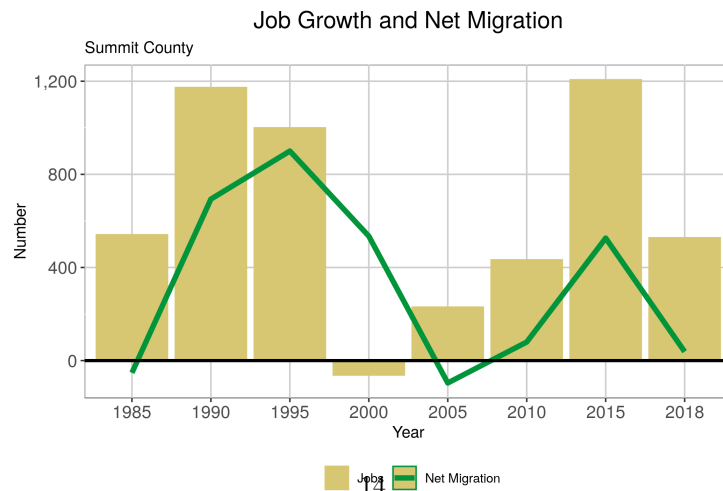
Source: U.S. Census Bureau On the Map, Print Date: 11/04/2020

Table 9: Commuting Patterns for Frisco

Location	Count	Percent
Employees in Frisco living elsewhere		
Breckenridge CCD (Summit CO)	157	8.7%
Silverthorne CCD (Summit CO)	144	7.9%
Denver city CO	90	5.0%
Silverthorne town CO	75	4.1%
Leadville city CO	72	4.0%
Breckenridge town CO	61	3.4%
Colorado Springs city CO	55	3.0%
Leadville North CDP CO	54	3.0%
Lakewood city CO	39	2.1%
Dillon town CO	35	1.9%
Other Municipalities/Places	1,032	56.9%
Total	1,814	100.0%
Residents of Frisco working elsewhere		
Copper Mountain CDP CO	120	13.8%
Breckenridge town CO	114	13.1%
Breckenridge CCD (Summit CO)	103	11.9%
Denver city CO	72	8.3%
Colorado Springs city CO	28	3.2%
Keystone CDP CO	27	3.1%
Silverthorne town CO	24	2.8%
Vail town CO	22	2.5%
Lakewood city CO	21	2.4%
Aurora city CO	17	2.0%
Other Municipalities/Places	320	36.9%
Total	868	100.0%

Note:

Source: U.S. Census Bureau On the Map, Print Date: 11/04/2020

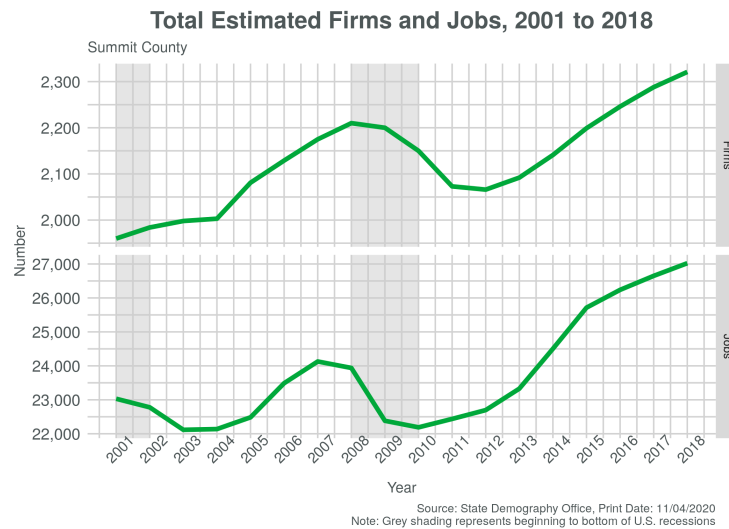


Source: State Demography Office and U.S. Bureau of Economic Analysis, Print Date: 11/04/2020

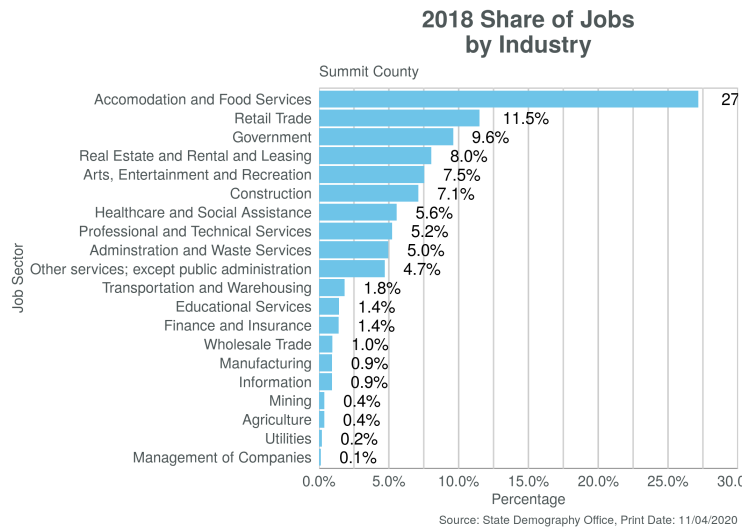
The Job Growth and Net Migration plot shows the relationship between job growth and migration in Summit County. Generally, migration patterns follow changes in job growth demand.

Employment by Industry

Identifying the industries which may be driving the growth and change within a community is a vital part of understanding community dynamics. Growth in jobs often results in growth in residents from migration within a community. Identifying the trends of growth or decline of jobs and the types of jobs available within the community is important.



The Estimated Firms and Jobs series created by the SDO gives a comprehensive look at the number of firms and jobs located within Summit County. It is broad in scope, capturing both wage and salary workers as well as most proprietors and agricultural workers. A more diverse economy is typically more resilient too; when looking at the employment trends recently and after a recession (shaded in gray) it is also important to look at the current share of employment by industry. Areas dependent on a single industry such as agriculture, mining or tourism can suffer from prolonged downturns due to drought, shifting demand for commodities, and the health of the national economy.



The total estimated jobs are subdivided into 3 categories:

- *Direct Basic:* jobs that bring outside dollars into the community by selling goods or services outside the county, such as manufacturing or engineering services,
- *Indirect Basic:* jobs that are created as the result of goods and services purchased by direct basic such as accounting services or raw material inputs, and
- *Local (Resident) Services:* jobs that are supported when income earned from the base industries is spent locally at retailers or are supported by local tax dollars to provide services like education and public safety.

This plot shows the jobs by industry profile for Summit County. The relative rank of high-paying sectors, such as mining, information and financial and insurance services versus mid-range jobs (e.g., construction, health care and government) and lower-paying industries such as retail trade and accommodation and food services, will have an impact on a county's overall economic health.

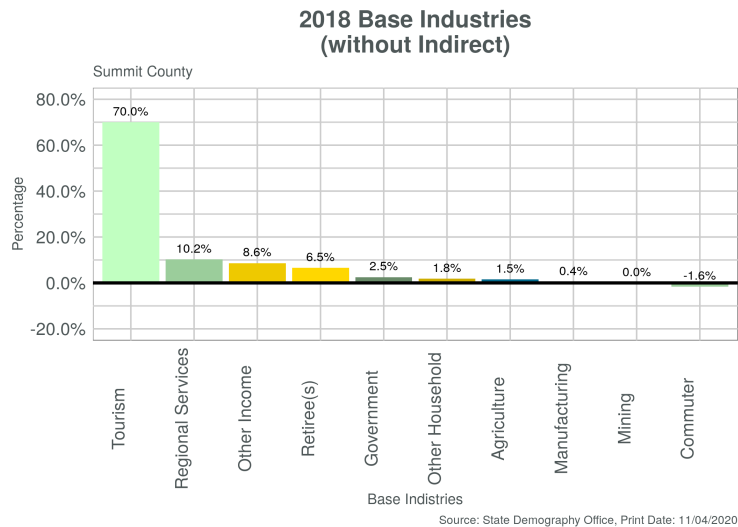


Table 10: Jobs by Sector: Summit County, 2018

Employment Type	Number of Jobs	Percentage
Direct Basic Employment	19,439	70.5%
Indirect Basic Employment	3,916	14.2%
Local Services Employment	4,226	15.3%
Total Employment	27,581	100.0%
Total Population, 16+	26,760	

Note:

Source: State Demography Office, Print Date: 11/04/2020

Similar to the industry employment, areas with large amounts of diversity in their base industries tend to suffer less during downturns and recover more quickly. *Regional Services* is a diverse base industry that encompasses all services and goods that a region sells to those in surrounding areas; examples include specialized health care, construction, air or rail transportation, and large item retail purchases like autos or appliances. *Retirees* are considered basic since they spend money from social security or other pensions, Medicare and savings. *Government* typically only includes employment in Federal Government and State Government. *Tourism* not only includes traditional tourist services like accommodation and food, but also includes 2nd homes, property management and transportation of tourists by airlines, car rental, car sharing and shuttles.

Employment Forecast and Wage Information

Understanding the types of jobs forecast to grow in a community, if jobs are forecast to increase, will aid in further understanding potential changes in

population, labor force, housing demand, and household income. Important questions to ask include; What is the current forecast for job growth based on the current industry mix? What types of jobs are forecast to grow? What are the wages for those jobs? What are the labor force trends for the community? Is the labor force expected to grow or slow down?

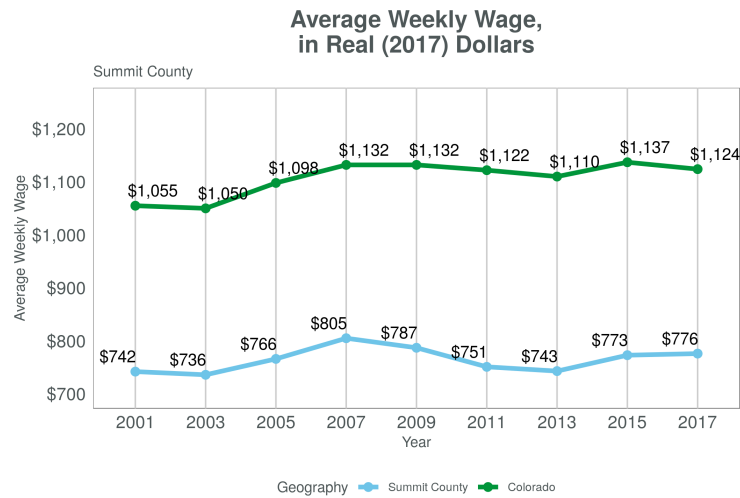
Table 11: Jobs and Population Forecast

Summit County					
Year	Type	Jobs	Annual Growth Rate: Jobs	Population	Annual Growth Rate: Popula- tion
2010	Estimate	22,187		28,073	
2015	Estimate	25,694	4.9%	30,044	2.5%
2020	Forecast	27,897	1.1%	31,154	0.5%
2025	Forecast	28,523	0.4%	32,228	1.0%
2030	Forecast	28,786	0.2%	34,444	1.2%
2035	Forecast	29,003	0.2%	36,444	1.1%
2040	Forecast	29,508	0.4%	38,443	1.0%

Note:

Source: State Demography Office, Print Date: 11/04/2020

The total jobs forecast and population forecast are for Summit County shown here. The two lines diverge over time due to the aging of our population and continued growth in our under 18 population – two segments of the population that are less likely to be employed. Growth in the 65 plus population in the labor force through 2040 compared to the universe population of those over the age of 16 since labor force participation declines with age, especially among those eligible for pensions or social security.



The inflation adjusted (real) average weekly wages for Summit County and Colorado are shown here. In 2016 dollars, wages in Colorado have been essentially unchanged since 2010. The gain or loss of a major employer such as a mine or a hospital can have a significant impact on a county's average weekly wage. These wages are shown only for jobs located within that county and do not include most proprietors. Household income can be influenced by the average weekly wage, but in areas that have considerable amounts commuting or unearned income this relationship is not particularly strong.

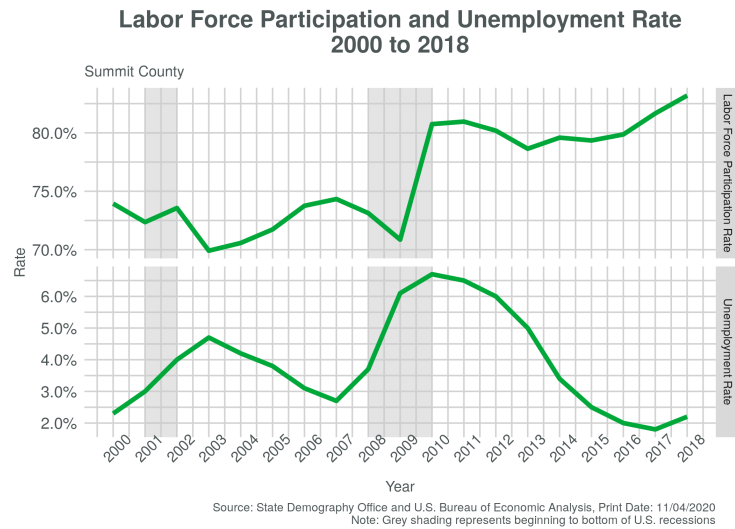
This table compares the forecast residential labor force to the forecast population of person age 16 and older for Summit County.

Table 12: Forecast Resident Labor Force and Population, Age 16 +

Summit County					
Year	Type	Labor Force	Annual Growth Rate: Labor Force	Persons Age 16+	Annual Growth Rate: Persons Age 16+
2010	Estimate	19,159		23,687	
2015	Estimate	20,368	3.1%	25,793	2.7%
2020	Forecast	21,944	0.4%	27,128	0.7%
2025	Forecast	23,537	1.5%	29,364	1.7%
2030	Forecast	25,563	1.3%	31,615	1.3%
2035	Forecast	27,235	1.1%	33,538	1.1%
2040	Forecast	28,866	1.2%	35,406	1.1%

Note:

Source: State Demography Office, Print Date: 11/04/2020



The labor force participation and employment plot compares the percentage of persons age 16 and older in the labor force to the unemployment rate. The pattern of labor force participation and unemployment in Summit County are closely related. The downward trend in labor force participation is related to the aging patterns in the county, along with the availability and character of employment. Additionally, as unemployment falls, the incentive for people to enter the labor force increases.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: LOLI RESPINI POLLARD, HUMAN RESOURCES MANAGER
RE: DISCUSSION TO CONSIDER IMPLEMENTING A SOCIAL EQUITY
DATE: INITIATIVE NOVEMBER 5, 2020

Summary and Background: Town Council was approached by a diverse group of artists to paint a mural supporting Black Lives Matter on the Town of Frisco Main Street. Support from the community for this project led Council to believe that social equity should be further investigated.

Mayor Mortensen and Council Member Sherburne met with Town Manager, Nancy Kerry, and Human Resources Manager, Loli Respini-Pollard, on September 10th to discuss Council's expectations on this topic. During this meeting, it became evident that members of the community needed to be involved in social equity discussions.

Analysis: Invitations were extended to members of the community who had previously expressed interest in this topic. The Town organized three meetings. Representing the Town in these meetings were the following: Hunter Mortensen, Mayor, Melissa Sherburne, Council Member, Nancy Kerry, Town Manager and Loli Respini-Pollard, Human Resources Manager. Citizens participation consisted of the following: Kate Hudnut, Claudine Norden, Consuelo Redhorse, Dr. Marion Smith, Shannon Galpin, Melissa Ruiz, Laura Rupert, Javier Pineda, Joyce De La Torre, Peter Bakken, Elizabeth Adrian and Roberto Santos.

Overall, the community members were excited to be invited to participate in this new social equity initiative and all agreed there are opportunities with this initiative that could make Frisco a better community.

Topics that participants prioritized were as follows:

1. Improve the integration of Frisco's native population
2. Create and facilitate "the conversation"
3. Housing needs remain high concern
4. Recreation Activities
5. Promote respectful speech
6. Wear who we are on our sleeves

Financial Impact: Town Council approved \$30,000 for any Social Equity Initiatives in the 2021 budget. The NLC cost will be ~\$15,000 to ~\$20,000.

Alignment with Strategic Plan: Implementing a thorough plan will align with the Inclusive Community Goal.

Staff Recommendation: Based on the information contained in this report, it is recommended the Town Council contract with the National League of Cities (NLC) to work with their Race, Equity, And Leadership (REAL) team.

The next step will be to normalize the knowledge on racism in America. Then, identify how Frisco wants to be known, address the identified items in the community meetings, and analyze current policies that might be preventing equality at the Town of Frisco. Lastly, implement programs and policies to advance racial equity in the Frisco community. The team from the REAL program would assist with this implementation if a contract were to be signed.

Reviews and Approvals:

This report has been reviewed and approved by:

Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager

TOWN OF FRISCO SOCIAL EQUITY INITIATIVE

Presented by Nancy Kerry and Loli Respini-Pollard
November 10, 2020

INTRODUCTION



- ▶ BLM Mural on Main Street
- ▶ The Town researched organizations who could assist in the development of programs
- ▶ After many discussions, it was evident community members' input was critical to this initiative



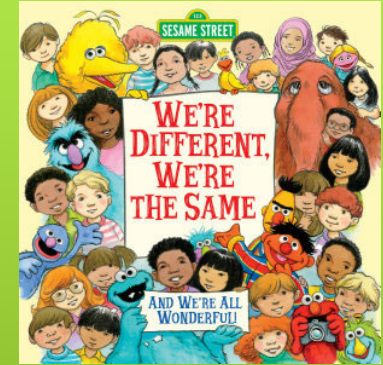
COMMUNITY MEETINGS

- ▶ Mayor Hunter Mortensen, Council Member Melissa Sherburne, Town Manager Nancy Kerry and Human Resources Director Loli Respini Pollard represented the Town of Frisco
- ▶ Meetings with community members were thoughtful, purposeful and helpful



TAKE AWAY FROM THE MEETINGS

1. Improve the integration of Frisco's native population
2. Create and facilitate "the conversation"
3. Housing needs remain high concern
4. Recreation activities
5. Promote respectful speech
6. Wear who we are on our sleeves

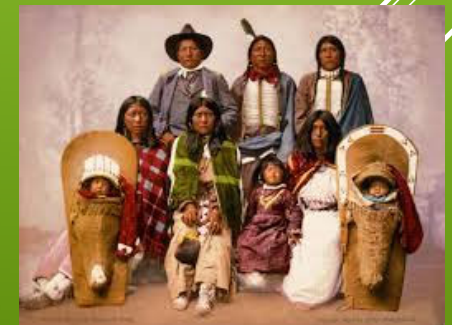


1. FRISCO'S NATIVE POPULATION

- Tell the history of Frisco's first settlers, native population
- Improve promotion of the diversity of current residents in Frisco

Recommendations:

- Education on UTE history
- Create a campaign- "I'm Frisco" or "Get to know your neighbor"
 - Art on the Streets with community stories
 - Events with emphasis on culture
 - People of Frisco parade
- Turn the table
 - Go to where the minorities are
 - Schedule meetings at times when they are not working
 - Offer dinner
 - Offer daycare
 - Location of meetings close to a bus stop



2.CONVERSATION ON DIVERSITY

- Not enough conversations about diversity in the community
- The 400 Project
- People are hesitant to have authentic conversations about their struggles

Recommendations:

- “Grown, Learn and Change” campaign
 - Free training on “How to be comfortable with the uncomfortable”
- Book Club Promotion
- Invite the community to open houses
- Promote podcast, books and webinars
- Promote Art in Frisco from Diverse Artists



3. HOUSING HIGH CONCERN

- Become a diverse community
- Highly expensive community even with AFH opportunities
- Not enough diversity
- Exclusive vs. Inclusive

Recommendations:

- Priority for people working in Frisco
- More availability for low income residents
- More units with 3 bedrooms
- Have communication in different languages
- Promote housing programs



4. RECREATION ACTIVITIES

- After school programs don't have not enough capacity
- Winter and Summer Activities
- Frisco Elementary needs volunteers and equipment for the Winter Program
- Lack of Basketball courts and ADA access to some trails or PRA amenities

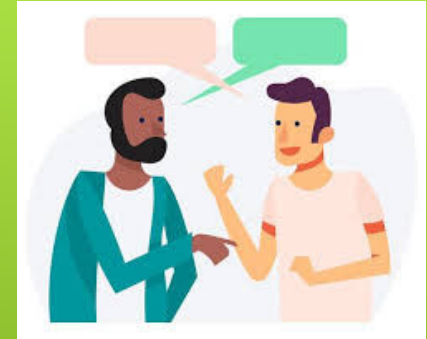
Recommendations:

- Increase the capacity for afterschool programs
- Implement a Gear Library
- Create a campaign to promote the FREE amenities i.e. volleyball courts, trails
- Partner with our vendors to assist the Elementary School- Rossignol for Nordic skis
- Have a FREE Nordic day or Snowshoe Day similar to Tubing Day
- Promote events for kids to try a new sport



5. PROMOTE RESPECTFUL SPEECH

- Promote respectful speech
- Create policies and enforce them
- Don't allow disrespectful speech



6. WEAR IT ON OUR SLEEVES

- Lack of definition on “Who is Frisco?” and how Frisco wants to be known regarding diversity – what is the vision for the Town of Frisco in terms of its population?

Recommendations:

- Who is Frisco?
 - Define what Frisco stands for and base a Social Equity Plan on the definition
 - Make it known to people of all races, genders and colors they are safe here
 - LGBTQ
 - Disabled people
 - Senior Citizens



OVERALL RECOMMENDATIONS

- Contract with the National League of Cities (NLC) to work with their REAL team
 - Race, Equity, And Leadership
- Leadership and staff should normalize racial equity as a key value
 - Have a clear understanding of racial equity
 - Shared definitions
 - Begin equity via new policies
 - Organize internally and in partnership with other institutions and the community



RECOMMENDATIONS CONTINUED

1. **Normalize = Training**
 - Two sessions with Council and Leadership (3 hrs each)
 - Define the Town's social equity goals
2. **Analyze current policies**
3. **Create policies to support the goals**
4. **Cost ~\$15,000 to ~\$20,000**
 - 2021 budget approved for \$30,000

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
OCTOBER 27, 2020**

Mayor Mortensen called the meeting to order at 4:00 PM Town Clerk Deborah Wohlmuth called the roll.

PRESENT: Andrew Aerenson
Dan Fallon
Andy Held
Rick Ihnken
Hunter Mortensen
Melissa Sherburne

ABSENT: Jessica Burley

Public Comments:

There was no public comment.

Mayor and Council Comments:

Mayor Mortensen recognized Police Sergeant Sean Koppels for his service to the Town.

Council member Fallon thanked the team for the ribbon cutting ceremony at Walter Byron Park, as well as the effort that was put into park improvements.

Staff Updates:

There were no staff updates.

Council member Burley joined the meeting at this time.

Consent Agenda:

Minutes October 13, 2020 Meeting
Warrant List
Purchasing Cards

Motion: Council Member Aerenson Moved to Approve the Consent Agenda as Presented. Second, Council Member Held.

AERENSON	YEA	FALLON	YEA
BURLEY	YEA	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

New Business:

Agenda Item #1: Resolution 20-26, a Resolution of the Town of Frisco, Colorado, Amending Prior Resolutions 20-18 and 20-19 to Extend the Authorization for Street Closures and Related Activities, Expenditures and License Agreements to Allow for the Temporary Use of Main Street by Businesses STAFF: DON REIMER 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Community Development Director Don Reimer stated that on May 26, 2020, Town Council approved Resolution 20-18, authorizing the Town Manager to implement the Frisco Pedestrian Promenade - a temporary program allowing businesses front-facing Main Street to expand into the street to provide greater area for customers to dine and shop in order to meet social and physical distancing protocols. Resolution 20-19 was approved on the same date, and approved the form of the license agreement for business use of Main Street for the Promenade. The Promenade ended on October 5, however businesses have a continued need to utilize outdoor space because of the occupancy limitations imposed through State and local public health orders related to the coronavirus. In August 2020, the Town was awarded a \$50,000 grant by the Colorado Department of Transportation (CDOT), with the purpose of developing means to assist businesses to utilize public spaces. Using these grant funds, the Public Works Department has built 40 parklet sections which can be deployed for business expansion into parking spaces within the Town right-of-way. The first 19 parklet sections were placed on Main Street in parking spaces in front of businesses on October 19, with the remaining parklet sections anticipated to be available the week of October 26. Resolution 20-18 expires on November 1, 2020, and would require extension to allow the Town Manager to continue to execute agreements for business use of the Town right-of-way. Resolution 20-26 extends both previous resolutions. Mayor Mortensen opened public comment at 6:02 p.m. There being no public comment, Mayor Mortensen closed public comment at 6: p.m.

Motion: Council Member Sherburne Moved to Approve Resolution 20-26, a Resolution of the Town of Frisco, Colorado, Amending Prior Resolutions 20-18 and 20-19 to Extend the Authorization for Street Closures and Related Activities, Expenditures and License Agreements to Allow for the Temporary Use of Main Street by Businesses. Second, Council Member Fallon.

AERENSON	YEA	FALLON	YEA
BURLEY	YEA	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

Agenda Item #2: Resolution 20-27, a Resolution of the Town of Frisco, Colorado Adopting the Comprehensive Vision & Project Implementation Plan for the Frisco

Adventure Park at 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

Assistant Town Manager Diane McBride stated that the Town contracted with Lose Design to complete a Comprehensive Vision and Project Implementation Plan for the Frisco Adventure Park at the Peninsula Recreation Area 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. 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 and Planning Commission. 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 was presented to Town Council on September 22, 2020. The Council supported the Plan including the goals and prioritization levels, and had minor edits for staff and Lose Design. Mayor Mortensen opened public comment at 6:05 p.m. There being no public comment, Mayor Mortensen closed public comment at 6:06 p.m.

Motion: Council Member Fallon Moved to Approve Resolution 20-27, a Resolution of the Town of Frisco, Colorado Adopting the Comprehensive Vision & Project Implementation Plan for the Frisco Adventure Park at the Peninsula Recreation Area. Second, Council Member Held.

AERENSON	YEA	FALLON	YEA
BURLEY	YEA	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

Old Business:

Agenda Item #3: Second Reading, Ordinance 20-20, an Ordinance Levying General Property Taxes for the Year 2020 to Help Defray the Cost of Government for the Town of Frisco, Colorado for the 2021 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL

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

Town Manager Nancy Kerry stated that staff originally presented a draft budget to Council at a work session, which did not include any non-essential expenditures or capital projects. At that time, Council added some of those items and capital projects, based upon Council's project priorities and relevance to Council's Strategic Goals. A brief analysis of each of these major funds follows; the non-major funds are summarized as well. Colorado Budget Law and Colorado Revised Statutes require local taxing entities to certify the mill levy to their specific county based upon certifications of property valuation provided by the County. This year, counties were extended more time to provide those certifications as a result of the COVID-19 pandemic; however, the Town of Frisco does have preliminary valuations and the ordinance cites those numbers with the stipulation that Council authorizes the Town Clerk to make necessary changes to the ordinance without having to bring such ordinance before Council. The preliminary 2020 valuation is \$243,087,150, an increase of \$1,218,840 from the prior year. This valuation is estimated to generate \$193,984 in property tax revenues, which will be collected in 2021. Actual property valuations for all real property within the Town of Frisco are \$2,421,256,830. Mayor Mortensen opened public comment at 6:18 p.m. There being no public comment, Mayor Mortensen closed public comment at 6:19 p.m.

Motion: Council Member Held Moved to Approve on Second Reading, Ordinance 20-20, an Ordinance Levying General Property Taxes for the Year 2020 to Help Defray the Cost of Government for the Town of Frisco, Colorado for the 2021 Budget Year. Second, Council Member Aerenson.

AERENSON	YEA	FALLON	YEA
BURLEY	YEA	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

Agenda Item #4: Second Reading, Ordinance 20-21, Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purposes as Set Forth Below for the Town of Frisco, Colorado for the 2021 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet stated that Ordinance 20-21 appropriates sums of money to the various funds for the 2021 budget year. Staff originally presented a draft budget to Council at a work session on 9/21/2020, which did not include any non-essential expenditures or capital projects. At that time, Council added some of those items and capital projects, based upon Council's project priorities and relevance to

Council's Strategic Goals. This ordinance incorporates those additions. Attached to this memo are summaries and details for each fund. Mayor Mortensen opened public comment at 6:23 p.m. There being no public comment, Mayor Mortensen closed public comment at 6:24 p.m.

Motion: Council Member Ihnken Moved to Approve on Second Reading, Ordinance 20-21, Appropriating Sums of Money to the Various Funds and Spending Agencies, in the Amount and for the Purposes as Set Forth Below for the Town of Frisco, Colorado for the 2021 Budget Year. Second, Council Member Burley.

AERENSON	YEA	FALLON	NO
BURLEY	YEA	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

Agenda Item #5: Second Reading, Ordinance 20-22, an Ordinance Granting an Easement to Public Service Company of Colorado, for the Purpose of Providing Electric Service at Walter Byron Park, over that Certain Area Known as the Walter Byron Park Access Drive and More Particularly Described Herein 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

Public Works Director Jeff Goble stated that during the construction of the new restroom facility at Walter Byron Park staff found that the existing electrical service was not in compliance with electrical codes or within the standards of Xcel Energy and could not be reconnected to the new facility. Once the determination was made that we would need to install a new electrical service to the building, Xcel Energy proceeded with the design and installation of a new electrical distribution line and a new transformer. Xcel Energy has asked the Town to grant them a utility easement along the access road to the Park and the area where the new transformer is sitting. Mayor Mortensen opened public comment at 6:25 p.m. There being no public comment, Mayor Mortensen closed public comment at 6:26 p.m.

Motion: Council Member Held Moved to Approve on Second Reading, Ordinance 20-22, an Ordinance Granting an Easement to Public Service Company of Colorado, for the Purpose of Providing Electric Service at Walter Byron Park, over that Certain Area Known as the Walter Byron Park Access Drive and More Particularly Described Herein. Second, Council Member Burley.

AERENSON	YEA	FALLON	NO
BURLEY	YEA	SHERBURNE	YEA
HELD	YEA	MORTENSEN	YEA
IHNKEN	YEA	MOTION CARRIED	

Agenda Item #6: 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

Town Manager Nancy Kerry updated Council regarding new County public health orders.

Adjourn:

There being no further business, the meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: HOME RULE CHARTER REVIEW OF CHAPTER 23, HOUSING AUTHORITY
DATE: NOVEMBER 20, 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 23, Housing Authority, was added to the Code of the Town of Frisco on February 5, 1980 by Ordinance 80-01. Amendments have occurred to this chapter in 1992. Per the Home Rule Charter, staff has reviewed Chapter 23 and determined there are no amendments necessary at this time. Chapter 23, Housing Authority, 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 23, Housing Authority has been reviewed pursuant to the Home Rule Charter and that no changes are necessary at this time.

HOUSING AUTHORITY

Chapter 23

HOUSING AUTHORITY

- § 23-1. Adoption of County Authority.**
- § 23-2. Right to Exclude Town Boundaries from Jurisdiction.**
- § 23-3. Review of all Projects.**

[HISTORY: Adopted by the Board of Trustees of the Town of Frisco 2-5-80, Res. 80-01. Amendments noted where applicable.]

GENERAL REFERENCES

Subdivision of Land—See Ch. 157.
Zoning—See Ch. 180.

§ 23-1. Adoption of County Authority. [Amended 11-3-92, Ord. 92-16]

The Town of Frisco hereby adopts the Housing Authority of the County of Summit, Colorado, as presently constituted and as presently limited by their adopted bylaws, as the Town of Frisco Housing Authority.

§ 23-2. Right to Exclude Town Boundaries from Jurisdiction.

The Town of Frisco hereby reserves the right to exclude by resolution the town boundaries from the jurisdiction of the Housing Authority of the County of Summit, Colorado.

§ 23-3. Review of all Projects. [Amended 11-3-92, Ord. 92-16]

All projects, including single-family and duplex dwellings, of the Housing Authority of the County of Summit, and located within the Town of Frisco, shall be reviewed by the Frisco Planning Commission under the provisions of the Town of Frisco Zoning Ordinance found in the Code of the Town of Frisco, Chapter 180.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: HOME RULE CHARTER REVIEW OF CHAPTER 31, ADOPTION OF ORDINANCES
DATE: NOVEMBER 10, 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 31, Adoption of Ordinances, was added to the Code of the Town of Frisco on March 7, 1989 by Ordinance 89-08. Per the Home Rule Charter, staff has reviewed Chapter 31 and determined there are no amendments necessary at this time. Chapter 31, Adoption of Ordinances, 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 31, Adoption of Ordinances has been reviewed pursuant to the Home Rule Charter and that no changes are necessary at this time.

ORDINANCES, ADOPTION OF

Chapter 31

ORDINANCES, ADOPTION OF

ARTICLE I

Codes Adopted by Reference

- § 31-1. Authorization; Procedure; Purpose.
- § 31-2. Definitions.
- § 31-3. Title to be Read; Text to be Submitted.
- § 31-4. Notice Regarding Availability of Copies Required.
- § 31-5. Penalty Provisions to be set Forth in Ordinance.
- § 31-6. Publication by Title.

[HISTORY: Adopted by the Mayor and Town Council of the Town of Frisco: Art. 1, 3-7-89, Ord. 89-08. Amendments noted where applicable.]

GENERAL REFERENCES

Building Construction and Housing Standards -- See Ch. 65.
Fire Protection -- See Ch. 94.

ARTICLE I

Codes Adopted by Reference
[Adopted 3-7-89, Ord. 89-08]

§ 31-1. Authorization; Procedure; Purpose.

The Town Council of the Town of Frisco, in compliance with Section 3-12 of the Town of Frisco Home Rule Charter, may by ordinance adopt any code by reference. Section 3-12 also provides that the Council may establish by ordinance the procedure it will follow for the adoption of a code by reference. The purpose of this Article is to establish the procedure for the Town Council of the Town of Frisco to adopt codes by reference.

§ 31-2. Definitions.

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

CODE— Any published compilation of statutes, ordinances, rules, regulations or standards adopted by the federal government or the State of Colorado, by any agency of either of them or by any municipality or other political subdivision in this state. The term includes any codification or compilation of existing ordinances of the adopting municipality. The term "code" also means published compilations of any nongovernmental organization or institution which may embrace any of the following subjects: construction, alteration, repair, removal, demolition. Equipment, use, occupancy, location, maintenance or other matters related to buildings or other erected structures, including but not limited to building codes, fire or fire prevention codes, plumbing codes, housing codes, mechanical codes and electrical codes. The term "code" also means any published amendment to a code promulgated, adopted or enacted by the agency which originally promulgated, adopted or enacted the code being amended or by any local governmental authority in the State of Colorado, including any district, authority or governmental agency.

ORDINANCES, ADOPTION OF

PRIMARY CODE— Any code which is directly adopted by reference in whole or in part by any ordinance passed pursuant to this Article.

PUBLISH— Issued and made available to the public in printed, lithographed, multigraphed, mimeographed or similar form.

SECONDARY CODE— Any code which is incorporated by reference, directly or indirectly, in whole or in part in any primary code or in any secondary code.

§ 31-3. Title to be Read; Text to be Submitted.

In adopting a code by reference, the title of the proposed ordinance shall be read at the meeting at which it is introduced, and the entire text of the proposed ordinance or code which is to be adopted by reference shall be submitted in writing to the Council before adoption.

§ 31-4. Notice Regarding Availability of Copies Required.

Each ordinance adopting a code by reference shall contain a notice that copies of the code are available at the office of the Town Clerk.

§ 31-5. Penalty Provisions to be set Forth in Ordinance.

Any penalty clause in such a code may be adopted only if set forth in full in the adopting ordinance.

§ 31-6. Publication by Title.

All other requirements of the Charter for the adoption of an ordinance shall apply, except that any code adopted by reference pursuant to this ordinance may be published by title rather than in its entirety.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER
RE: INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF FRISCO AND TOWN OF BRECKENRIDGE
DATE: NOVEMBER 10, 2020

Summary and Background: The Frisco Nordic Center has been owned by the Town of Frisco for over 25 years. The Nordic business was operated through a concessionaire agreement until 2016. For the 2016/2017 season, the Town of Frisco took over Nordic operations and has continued to operate the business since that time.

The Frisco Nordic Center, Breckenridge Nordic Center and Gold Run Nordic Center have worked together for many years to offer joint season Nordic passes and to promote cross country skiing and snowshoeing in the County.

The Town of Breckenridge operates Gold Run Nordic Center. The Breckenridge Nordic Center is privately owned and operated by Breckenridge Nordic Center, LLC.

The intent and purpose of the Intergovernmental Agreement (IGA) is to establish a framework for Frisco and Breckenridge to provide information and details regarding the logistics and operations of joint Nordic efforts. Prior to this IGA, a Memorandum of Understanding (MOU) was in place between all three Centers for years. This MOU also provided a framework for joint Nordic efforts but upon review this year, was outdated and no longer needed to include all three parties.

The Breckenridge Nordic Center is not a party to this Agreement, nor is it a third party beneficiary of this Agreement. However, Frisco, Breckenridge and the Breckenridge Nordic Center have worked together for many years, and Frisco and Breckenridge continue to work together on various matters related to the sale of passes and operation of respective Nordic Centers. Because Gold Run Nordic Center and the Breckenridge Nordic Center share Breckenridge season pass sales revenues and joint marketing efforts, a separate agreement is in effect between these two operations.

This IGA between Frisco and Breckenridge is attached and sets forth the cooperative management of specific Nordic operations to benefit our respective residents and the many visitors who use the Nordic Center facilities each year.

Analysis: The intent and purpose of the IGA is to establish a framework for Frisco and Breckenridge to provide information and details regarding the logistics and operations of joint Nordic efforts.

Frisco and Breckenridge will share in the seasonal grooming of the paved Recreation Pathway between Frisco and Breckenridge. Both parties will also agree upon and publish annual season pass fees and punch pass fees. The collection of revenues from the sale of joint season passes and the distribution of such revenues is also set forth in this Agreement.

The Agreement will automatically renew for successive terms of one year each until such time as either Breckenridge or Frisco give written notice of termination.

Financial Impact: There is no additional financial impact associated with this IGA. All expenses and revenues have been accounted for in the annual Nordic and Trails operating budget.

Breckenridge manages the Nordic Season Pass Office for joint passes. Breckenridge collects revenue and tracks all costs associated with the production, sales and distribution of the joint season passes. Revenues for joint season passes are distributed one-third per Center (1/3 to Gold Run Nordic Center, 1/3 to Breckenridge Nordic Center, and 1/3 to Frisco Nordic Center).

Alignment with Strategic Plan: Vibrant Culture, Art and Recreation is one of the strategic priorities for Town Council. The Town of Frisco's Adventure Park at the Peninsula Recreation Area, along with hiking, biking, Nordic skiing, and snow tubing are 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: Cross country skiing and snowshoeing provide active recreation and alternative transportation opportunities for members of the community. Coordinating the costs for pass production between Frisco and Breckenridge also reduces labor and material costs.

Staff Recommendation: Staff recommends signing the Intergovernmental Agreement between the Town of Frisco and the Town of Breckenridge for the coordinated efforts of Nordic operations in Summit County.

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

Bonnie Moinet – Finance Director

Attachments:

Attachment 1: Intergovernmental Agreement – Town of Frisco and Town of Breckenridge

1
2
3
4 INTERGOVERNMENTAL AGREEMENT
5 (Nordic Season Passes and Operations)
6

7 This Intergovernmental Agreement (“**Agreement**”) is dated _____,
8 2020 (“**Effective Date**”) and is between the TOWN OF BRECKENRIDGE, a Colorado
9 municipal corporation (“**Breckenridge**”) and the TOWN OF FRISCO, a Colorado municipal
10 corporation (“**Frisco**”). Breckenridge and Frisco are sometimes referred to individually as a
11 “**Party**”, or together as the “**Parties**.”
12

13 Background
14

15 Breckenridge and Frisco are both home rule municipal corporations organized and
16 existing under Article XX of the Colorado Constitution. Breckenridge owns and operates the
17 “Gold Run Nordic Center,” and Frisco owns and operates the “Frisco Nordic Center.”
18 Breckenridge and Frisco periodically review and agree upon the prices of the various types of ski
19 passes sold by their respective Nordic Center, and they do so in coordination with Breckenridge
20 Nordic Center. Although the Breckenridge Nordic Center is not a party to this Agreement,
21 Breckenridge and Frisco have agreed upon various matters related to the sale of passes and the
22 operation of their respective Nordic Center, all as more fully set forth in this Agreement.
23

24 Agreement
25

26 For and in consideration of the mutual promises and covenants contained herein, the Parties
27 agree as follows:
28

29 1. Authority. This Agreement is entered into pursuant to the authority granted by Article
30 XIV, Section 18(2)(a) of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S.

31 2. Intent.

32 2.1 It is the intent and purpose of this Agreement to establish a framework for
33 Breckenridge and Frisco to provide information and details regarding the logistics and operations
34 of joint Nordic efforts. The Parties believe that their cooperative management of specific Nordic
35 operations will benefit their respective residents and the many visitors who use Nordic Center
36 facilities each year.

37 2.2 The Breckenridge Nordic Center, owned and operated by Breckenridge Nordic
38 Center, L.L.C., a Colorado limited liability company, is not a party to this Agreement, nor is it a
39 third party beneficiary of this Agreement. However, Breckenridge, Frisco, and the Breckenridge
40 Nordic Center have worked together for many years, and Breckenridge and Frisco believe that it
41 would be in their interests to continue to work with Breckenridge Nordic Center. The provisions
42 of this Agreement that refer to the “Breckenridge Nordic Center” are included anticipating that a
43 companion agreement with Breckenridge Nordic Center, L.L.C., a Colorado limited liability
44 company, can be reached.

1 3. Term.

2
3 3.1 The initial term of this Agreement commences as of the Effective Date of this
4 Agreement and ends, subject to earlier termination as hereafter provided, on August 31, 2021.

5 3.2 On September 1, 2021, and on each subsequent September 1st, this Agreement
6 will automatically renew for successive terms of one year each until such time as either
7 Breckenridge or Frisco give written notice of termination in accordance with the next sentence of
8 this Section 3.2. Either Party may terminate this Agreement, without cause and without liability
9 for breach, by giving the other Party written notice of termination prior to May 31st of any
10 calendar year. Such notice must be given in the manner provided for in Section 11. Upon the
11 giving of timely notice of termination, this Agreement will terminate (and will not be renewed)
12 on the next August 31st following the giving of the notice of termination.

13 4. Description of Work to be Shared by the Parties. Unless otherwise agreed by the
14 Parties, the work to be shared by the Parties under this Agreement may be generally described
15 as follows:

16 A. Breckenridge and Frisco will share in the seasonal grooming of the paved Recreation
17 Pathway between Breckenridge and Frisco, with Breckenridge grooming from Breckenridge
18 north to Alpensee Drive and Frisco grooming from Frisco south to Alpensee Drive, or as
19 otherwise agreed upon by the Parties. Approval of Summit County Government and the United
20 States Forest Service will be sought for any changes in times of day of grooming operations.

21 B. The Parties will agree upon and publish annual Season Pass fees, which are
22 periodically reviewed and approved by Breckenridge and Frisco in coordination with
23 Breckenridge Nordic Center.

24 C. The Parties will agree upon and publish annual Punch Pass fees, which are
25 periodically reviewed and approved by Breckenridge and Frisco in coordination with
26 Breckenridge Nordic Center. Punch passes will be honored by all three Nordic Centers and
27 revenue for punch passes will be retained by the Nordic Center making the sale.

28 D. Employees of Breckenridge's Gold Run Nordic Center and Frisco's Frisco Nordic
29 Center will be issued a joint season pass. These passes are only issued to employees who work
30 for pay at one of the two Nordic Centers. No revenue is associated with these passes. Employee
31 pass holders will be instructed to sign in each time they visit a Nordic Center to ensure accurate
32 trail usage data. A Nordic Center employee pass will be terminated should employment cease for
33 any reason during the season.

34 E. The Parties may on occasion offer "Complimentary Guest/Day Passes" for marketing,
35 promotional, and service recovery purposes. These complimentary day passes will be numbered,
36 logged, and tracked by each Nordic Center for review at the end of the season. The passes will
37 indicate that they must be redeemed for trail passes at the relevant Nordic Center and will expire
38 at the end of the current season. No revenue is associated with these passes.

1 F. The Parties may on occasion offer punch passes for fundraisers and charitable causes.
2 These punch passes can only be used at the issuing Nordic Center and are non-transferable to the
3 other Nordic Center. These punch passes will be numbered, logged, and tracked by each Nordic
4 Center for review at the end of the season and will expire at the end of the current season. No
5 revenue is associated with these passes.

6 5. Description of Work by Breckenridge.

7 A. Breckenridge will manage the Nordic Season Pass Office for joint passes. To
8 facilitate an annual review and reevaluation process and to enable accurate distribution of
9 revenues, Breckenridge will maintain appropriate pass type codes in its pass management system
10 that will enable tracking of usage of joint passes. Breckenridge will produce, update as required,
11 and provide Frisco with a list of all joint pass holders for the Gold Run Nordic Center,
12 Breckenridge Nordic Center, and Frisco Nordic Center.

13 B. Breckenridge will produce the punch passes and distribute equally to all three Nordic
14 Centers. The cost to produce punch passes will be split equally between Breckenridge, Frisco,
15 and Breckenridge Nordic Center.

16 C. Breckenridge will collect revenue and track all costs associated with the production,
17 sales and distribution of the joint passes for all three Nordic Centers. These costs include, but are
18 not limited to: labor; printing of letters and forms; pass design, production and printing; and any
19 other associated costs. Revenue distribution is described below.

20 D. Breckenridge will track the transaction charges that are associated with joint season
21 pass sales. The transaction charges include credit card fees, transaction fees, administration fees,
22 and an active convenience fee for a total of 6% of sales. These transaction charges for joint
23 passes will be shared one-third per Center (1/3 to Gold Run Nordic Center, 1/3 to Breckenridge
24 Nordic Center, and 1/3 to Frisco Nordic Center).

25 E. To facilitate essential cash flow at the commencement of the season, initial
26 distributions of joint season pass revenue will be made to Frisco as follows:

27 (i) November 1 - Check request submitted for appropriate distribution of passes sold.

28 (ii) December 1 - Check request submitted for appropriate distribution of passes sold.

29 (iii) January 1 - Check request submitted for appropriate distribution of passes sold.

30 F. Breckenridge will split equally any revenue from the Breckenridge Recreation Center
31 add-on passes for the joint season passes will be split equally between Gold Run Nordic Center,
32 Breckenridge Nordic Center, and Frisco Nordic Center.

33 G. Breckenridge offers Nordic passes to part-time and temporary employees, as well as
34 full time employees (wellness pass/cafeteria plan). These passes are valid only at Gold Run
35 Nordic Center and Breckenridge Nordic Center. No revenue is associated with these passes. Pass
36 holders will be instructed to sign in each time they visit a Nordic Center to ensure accurate trail
37 usage data. A Breckenridge employee pass will be terminated should employment cease during

1 the season. Breckenridge employees can upgrade their employee pass to a joint season pass, with
2 revenue allocated to Breckenridge Nordic Center and Frisco at the end of season reconciliation.

3 6. Description of Work by Frisco.

4 A. Frisco will manage the Nordic Season Pass Office for Frisco Passes.

5 B. Frisco will produce Frisco-only Passes for its employees through its pass
6 management system.

7 C. Frisco offers Nordic passes to part-time and temporary employees, as well as full time
8 employees (wellness pass/cafeteria plan). These passes are valid only at Frisco Nordic Center.
9 No revenue is associated with these passes. Pass holders will be instructed to sign in each time
10 they visit a Nordic Center to ensure accurate trail usage data. A Frisco employee pass will be
11 terminated should employment cease for any reason during the season. Frisco employees can
12 upgrade their employee pass to a joint season pass, with revenue allocated to Gold Run Nordic
13 Center and Breckenridge Nordic Center at the end of season reconciliation.

14 7. Financial Obligations Required To Implement Agreement.

15 A. The financial obligation of each of the Parties required to pay for its share of the work
16 to be performed is subject to annual appropriation by the governing body of such Party as
17 provided in Section 12 of this Agreement

18 8. Governmental Immunity. The Parties are each relying on, and do not waive or intend
19 to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per
20 person and \$1,093,000 per occurrence) of the Colorado Governmental Immunity Act, Part 1 of
21 Article 10 of Title 24, C.R.S., as amended from time to time throughout the Term of this
22 Agreement (“Act”), or any other limitation, right, immunity, defense or protection otherwise
23 available to the Parties, and their respective officers, representatives, agents, and employees.

24 9. Mutual Indemnification.

25 9.1 Indemnification By Breckenridge. To the extent permitted by law if permitted at
26 all, Breckenridge will indemnify and defend Frisco, its officers, employees, insurers, and self-
27 insurance pool against all liability, claims, and demands, on account of injury, loss, or damage,
28 including, without limitation, claims arising from bodily injury, personal injury, sickness,
29 disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of
30 or in any manner connected with this Agreement, to the extent that such injury, loss, or damage
31 is caused by the negligence or intentional wrongful act or omission of Breckenridge, or any
32 officer, employee, representative or agent of Breckenridge, except to the extent such liability,
33 claim, or demand arises through the negligence or intentional wrongful act of Frisco, its officers,
34 employees, or agents, or the Frisco’s breach of this Agreement. To the extent indemnification is
35 required under this Agreement, Breckenridge agrees to investigate, handle, respond to, and to
36 provide defense for and defend against, any such liability, claims, or demands at its expense, and
37 to bear all other costs and expenses related thereto, including court costs and attorney fees.
38

1 9.2 Indemnification By Frisco. To the extent permitted by law if permitted at all,
2 Frisco will indemnify and defend Breckenridge, its officers, employees, insurers, and self-
3 insurance pool against all liability, claims, and demands, on account of injury, loss, or damage,
4 including, without limitation, claims arising from bodily injury, personal injury, sickness,
5 disease, death, property loss or damage, or any other loss of any kind whatsoever, arising out of
6 or in any manner connected with this Agreement, to the extent that such injury, loss, or damage
7 is caused by the negligence or intentional wrongful act or omission of Frisco, or any officer,
8 employee, representative or agent of Frisco, except to the extent such liability, claim, or demand
9 arises through the negligence or intentional wrongful act of Breckenridge, its officers,
10 employees, or agents, or Breckenridge's breach of this Agreement. To the extent indemnification
11 is required under this Agreement, Frisco agrees to investigate, handle, respond to, and to provide
12 defense for and defend against, any such liability, claims, or demands at its expense, and to bear
13 all other costs and expenses related thereto, including court costs and attorney fees.

14 9.3 Indemnity Subject To Act. Neither Party intends by any provision of this
15 Agreement to waive any immunity or limitation provided by the Colorado Governmental
16 Immunity Act, or any other law providing similar limitations or protections.

17 9.4 Survival. The obligation of a Party to indemnify and defend the other Party
18 pursuant to this Section 9 will survive the termination of this Agreement, and will continue to be
19 enforceable thereafter until such obligations are fully performed, subject to any applicable statute
20 of limitation or statute of repose.

21 10. Default; Resolution Of Disputes.

22 10.1 Default. A default will exist under this Agreement if either Party violates any
23 covenant, condition, or obligation required to be performed hereunder. If any Party fails to cure
24 such default within 20 business days after the other Party gives written notice of the default to
25 the Defaulting Party, then, at the Non-Defaulting Party's option, the Non-Defaulting Party may
26 terminate this Agreement. In the event of a default not capable of being cured within 20 business
27 days, a Defaulting Party will not be in default hereunder if it commences curing the default
28 within 20 business days after receipt of written notice of default from the Non-Defaulting Party,
29 and thereafter cures such default with due diligence and in good faith. Notwithstanding any
30 Party's right to terminate this Agreement for an uncured default, this Agreement is subject to the
31 rights of any Party to invoke the remaining provisions of this Section 10.

32 10.2 Negotiation. Either Party may give the other Party written notice of any dispute
33 arising out of or related to this Agreement that is not resolved in the normal course of business.
34 The Parties will attempt in good faith to resolve any such dispute promptly by negotiations
35 between the Parties' authorized representatives. Within 15 business days after receipt of the
36 notice, authorized representatives will meet at a mutually acceptable time and place, and
37 thereafter as often as they reasonably deem necessary, to exchange relevant information and to
38 attempt to resolve the dispute. If the matter has not been resolved within 60 business days of the
39 notice of dispute, or if the Parties fail to initially meet within 15 business days, either Party to the
40 dispute may initiate mediation of the controversy as provided below.

1 10.3 Mediation. If the dispute has not been resolved by negotiation as provided above,
2 the Parties will endeavor to settle the dispute by mediation with a neutral third party. If the
3 Parties encounter difficulty in agreeing on a neutral third party, they may each appoint a neutral
4 third party and such third parties will appoint a neutral third party to mediate.

5 10.4 Arbitration. Any dispute arising out of or relating to this Agreement or the
6 breach, termination, or validity hereof, which has not been resolved by the methods set forth
7 above within 60 business days of the initiation of mediation, will be finally settled by binding
8 arbitration conducted expeditiously in accordance with the commercial arbitration rules of the
9 American Arbitration Association (or other rules as may be agreed to by the Parties) by a sole
10 arbitrator. The place of arbitration will be Breckenridge, Colorado. The arbitrator is not
11 empowered to award damages in excess of compensatory damages.

12 10.5 Provisional Remedies. The procedures specified in this Section 10 are the sole
13 and exclusive procedures for the resolution of disputes among the Parties arising out of or
14 relating to this Agreement; provided, however, that a Party may seek a preliminary injunction or
15 other provisional judicial relief if, in its judgment, such action is necessary to avoid irreparable
16 damage or to preserve the status quo. Despite such action, the Parties will continue to participate
17 in good faith in the procedures specified in this Section 10.

18 10.6 Performance To Continue. Each Party is required to continue to perform its
19 obligations under this Agreement pending final resolution of any dispute arising out of or
20 relating to this Agreement.

21 10.7 Extension Of Deadlines. All deadlines specified in this Section may be extended
22 by mutual agreement.

23 10.8 Costs. Each Party will pay its own costs with respect to negotiation and
24 mediation. The prevailing Party in any arbitration or provisional judicial relief is entitled to
25 reimbursement from the other Party for all reasonable costs and expenses, including attorney fees
26 in connection with such arbitration or provisional judicial relief.

27 11. Notices. All notices required or permitted under this Agreement must be given by
28 registered or certified mail, return receipt requested, postage prepaid, or by hand or commercial
29 carrier delivery, or by telecopies directed as follows:

30 If intended for Town to:

31
32 Town of Breckenridge
33 P.O. Box 168
34 150 Ski Hill Road
35 Breckenridge, Colorado 80424
36 Attn: Rick G. Holman, Town Manager
37 Telecopier number: (970)547-3104
38 Telephone number: (970)453-2251
39

40 with a copy in each case (which will not constitute notice) to:

1
2 Timothy H. Berry, Esq.
3 Timothy H. Berry, P.C.
4 131 West 5th Street
5 P.O. Box 2
6 Leadville, Colorado 80461
7 Telephone number: (719)486-1889
8 Telecopier number: (719)486-3039
9

10 If intended for Frisco, to:

11
12 Town of Frisco
13 P.O. Box 4100
14 1 Main Street
15 Frisco, CO 80443
16 Attn: Nancy Kerry, Town Manager
17 Telephone number: (970) 668-5276
18

19 with a copy in each case (which will not constitute notice) to:

20
21 Thad W. Renaud, Esq.
22 Murray Dahl Beery & Renaud LLP
23 710 Kipling Street, Suite 300
24 Lakewood, Colorado 80215
25 Telephone number: (303) 493-6676
26

27 Any notice delivered by mail in accordance with this Section 11 is deemed to have been duly
28 given and received on the second business day after the same is deposited in any post office or
29 postal box regularly maintained by the United States postal service. Any notice delivered by
30 telecopier in accordance with this Section 11 is deemed to have been duly given and received
31 upon receipt if concurrently with sending by telecopier receipt is confirmed orally by telephone
32 and a copy of said notice is sent by certified mail, return receipt requested, on the same day to
33 that intended recipient. Any notice delivered by hand or commercial carrier is deemed to have
34 been duly given and received upon actual receipt. Either Party, by notice given as above, may
35 change the address to which future notices may be sent. E-mail is not a valid method for the
36 giving of notice under this Agreement.
37

38 12. Annual Appropriation.
39

40 12.1 Breckenridge Appropriation. Notwithstanding anything herein contained to the
41 contrary, Breckenridge's obligations under this Agreement are expressly subject to an annual
42 appropriation being made by the Town Council of the Town of Breckenridge in an amount
43 sufficient to allow Breckenridge to perform its obligations under this Agreement. If sufficient
44 funds are not so appropriated, this Agreement may be terminated by either Party without penalty
45 upon notice given in the manner described in Section 11. The Town's obligations under this
46 Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect

1 debt or other financial obligation whatsoever within the meaning of the Constitution or laws of
2 the State of Colorado.

3 12.2 Frisco Appropriation. Notwithstanding anything herein contained to the contrary,
4 Frisco's obligations under this Agreement are expressly subject to an annual appropriation being
5 made by the Town Council of the Town of Frisco in an amount sufficient to allow the Frisco to
6 perform its obligations under this Agreement. If sufficient funds are not so appropriated, this
7 Agreement may be terminated by either Party without penalty upon notice given in the manner
8 described in Section 11. Frisco's obligations under this Agreement do not constitute a general
9 obligation indebtedness or multiple year direct or indirect debt or other financial obligation
10 whatsoever within the meaning of the Constitution or laws of the State of Colorado.

11 13. Third Parties. This Agreement does not confer upon or grant to any third party
12 any right to claim damages or to bring suit, action, or other proceeding against either
13 Breckenridge or Frisco because of any breach of this Agreement, or because of any of the terms,
14 covenants, agreements and conditions contained in this Agreement.

15 14. Waiver. The failure of either Party to exercise any of its rights under this
16 Agreement is not a waiver of those rights. A Party waives only those rights specified in writing
17 and signed by either Party waiving its rights.

18 15. Independent Contractor. In connection with this Agreement each of the Parties
19 acts as an independent contractor (and not an agent or employee of the other Party), without the
20 right or authority to impose tort or contractual liability upon the other Party.

21 16. Applicable Law. This Agreement is to be interpreted in all respects in accordance
22 with the laws of the State of Colorado.

23 17. Entire Agreement. This Agreement constitutes the entire agreement and
24 understanding between the Parties as to the subject matter of this Agreement, and supersedes
25 any prior agreement or understanding relating thereto.

26 18. Amendment. This Agreement may be modified or amended only by a duly
27 authorized written instrument executed by the Parties. No oral amendment or modification of
28 this Agreement is allowed.

29 19. Severability. If any of the provisions of this Agreement are declared by a final.
30 non-appealable judgment court of competent jurisdiction to be invalid, illegal or unenforceable
31 in any respect, the validity, legality and enforceability of the remaining provisions of this
32 Agreement will not in any way be affected or impaired thereby.

33 20. Section Headings. Section and subsection headings are inserted for convenience
34 only and in no way limit or define the interpretation to be placed upon this Agreement.

35 21. Authority. The individuals executing this Agreement on behalf of each of the
36 Parties represent to the other Party that they have all requisite powers and authority to cause the
37 Party for whom they have signed to enter into this Agreement, and to bind such Party to fully
38 perform its obligations as set forth in this Agreement.

22. No Adverse Construction. Both Parties acknowledge having had the opportunity to participate in the drafting of this Agreement. This Agreement is not to be construed against either Party based upon authorship.

23. **“Day” Defined.** The term “day” in this Agreement means a calendar day, unless otherwise indicated.

24. Binding Effect. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successor governing boards.

25. Approval By Governing Boards or Other Authority. In accordance with Section 29-1-203(1), C.R.S., this Agreement will not become effective unless and until it has been approved by the governing bodies of both Breckenridge and Frisco, or by such persons as has the power to approve this Agreement on behalf of Breckenridge and Frisco.

TOWN OF BRECKENRIDGE, a Colorado
municipal corporation

By: _____
Eric S. Mamula, Mayor

ATTEST:

Helen Cospolich, CMC,
Town Clerk

TOWN OF FRISCO, a Colorado
municipal corporation

By:

Hunter Mortensen, Mayor

ATTEST:

Deborah Wohlmuth, CMC
Town Clerk

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-29**

A RESOLUTION OF THE TOWN OF FRISCO, COLORADO, APPROVING A SIX-MONTH LEASE AGREEMENT WITH THE VAIL CLINIC, INC., FOR USE OF THE COMMUNITY CENTER (A/K/A THE FRISCO RECREATION CENTER) FOR DRIVE-UP COVID-19 TESTING PURPOSES.

WHEREAS, under Colorado Revised Statutes ("C.R.S.") section 31-15-713, the Town has the authority to lease any real estate owned by the Town, together with the facilities thereon, when deemed by the Town Council to be in the best interests of the Town; and

WHEREAS, the Town Council finds that as result of the COVID-19 pandemic, and in order to help avoid additional limitations that may be established by public health orders, there is urgent and vital need in the Town and the region for easily accessible medical testing to facilitate covid-19 diagnosis, quarantines and contact tracing; and

WHEREAS, while the Town Council recognizes the limitations of section 14-3 of the Town Charter concerning the sale or lease of park property, the Town Council finds that said limitations were not intended to prohibit the attached Lease Agreement as it is temporary and brief in nature, authorizes a public or quasi-public use, and is entered into to aid in mitigating a public health emergency; 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.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THAT:

Section 1. Lease Agreement Authorized. The attached Town of Frisco Recreation Center Building Lease Agreement ("Lease Agreement"), by and between the Town of Frisco and the Vail Clinic, Inc., doing business as Vail Health, is hereby approved. The Mayor and the Town Clerk are hereby authorized to execute the Lease Agreement, and any and all other documents that may be necessary to effectuate the terms thereof.

Section 2. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED THIS 10th DAY OF NOVEMBER, 2020.

TOWN OF FRISCO, COLORADO

Hunter Mortensen, Mayor

ATTEST:

Deborah Wohlmuth, CMC
Town Clerk

**TOWN OF FRISCO
RECREATION CENTER BUILDING LEASE AGREEMENT**

This Town of Frisco Recreation Center Building Lease Agreement (this “**Agreement**” or “**Lease**”) is made to be effective as of the 28th day of October, 2020, by and between the Town of Frisco, a Colorado home rule municipal corporation, with an address at PO Box 4100, Frisco, Colorado 80443 (the “**Town**” or “**Landlord**”) and Vail Clinic, Inc. d/b/a Vail Health, a Colorado nonprofit corporation with an address at PO Box 40,000, Vail, Colorado 81658_ (“**Tenant**”).

RECITALS

WHEREAS, the Town is the owner of the improvement known as the Frisco Recreation Center Building (hereinafter the “**Building**” or the “**Premises**”), located on real property also owned by the Town; and

WHEREAS, Tenant has determined that the Building is a suitable location for a drive-up COVID-19 testing center; and

WHEREAS, the Town desires to enter into this Agreement in order to efficiently utilize the Frisco Recreation Center Building as a drive-up COVID-19 testing center for the benefit of the Town’s citizens and the general public; and

WHEREAS, the Tenant desires to enter into this Agreement to utilize the Frisco Recreation Center Building in accordance with the provisions and requirements set forth in Exhibit A attached hereto and made a part hereof.

NOW THEREFOR, in consideration of the Premises (as further defined below), the mutual covenants contained in this Agreement and each and every act to be performed hereunder by the parties, the Town and the Tenant agree as follows:

AGREEMENT

1. Premises. Town, by this Agreement, leases and demises to Tenant, and Tenant takes and hires from Town, the improvement known as the Frisco Recreation Center building together with all fixtures now or hereafter located thereon or therein (the “**Premises**”), which building is situated on real property also owned by the Town located at 110 Third Street, in the Town of Frisco, Summit County, Colorado.
2. Use and Occupancy.
 - (a) Tenant covenants and agrees to occupy the Premises in accordance with the conditions, provisions and requirements outlined in Exhibit A, attached hereto and made a part hereof, as well as all other conditions and provisions contained herein.
 - (b) Tenant shall not use or permit the Premises to be used in any manner other than as provided in Exhibit A, or for any purpose prohibited by the laws, codes, rules and regulations of the United States, the State of Colorado, or the Town of Frisco.
 - (c) Tenant shall not cause or allow the Premises to be used in any manner that would cause it to be considered a hazard or public nuisance. In the event Town, a court of competent jurisdiction, or any other competent authority determines that the Premises are being so improperly used

and maintained, Town may in its sole discretion immediately terminate this Agreement. If the Agreement is terminated pursuant to this Paragraph 2(c), Tenant shall have ten (10) days to surrender the Premises to the Town.

- (d) Tenant shall not commit waste or suffer or permit waste to be committed on or in the Premises. For purposes of this Agreement, “waste” shall mean, in addition to all common law definitions of the term, such use of the Premises that fails to efficiently utilize electrical and other utilities paid for by the Town for the Premises. Without limiting the generality of the foregoing, the Tenant shall efficiently utilize the electricity and gas provided to the Premises by turning down the thermostat and turning off lights when the Premises is not in active use. The use and occupation by Tenant of the Premises shall be subject to the terms and conditions of this Agreement and to reasonable rules and regulations for the use of the Premises prescribed from time to time in writing by the Town.
- (e) This Agreement does not grant Tenant exclusive use of the entirety of the Premises. Tenant agrees to lease the Premises subject to the use by the Town of certain portions of the Premises, at all times or from time to time as described in Exhibit A hereto; provided, however, that the use by Town shall not unduly interfere with the rights of Tenant under this Agreement.

3. Term, Possession and Termination.

The term of this Agreement shall begin on October 29, 2020, and shall end on April 30, 2021 unless terminated by either party upon written notice provided to the other party not less than thirty (30) days prior to termination. Tenant’s taking possession of the Premises shall be conclusive evidence against Tenant that the Premises as of the date of taking possession were in good order and repair.

4. Release from Liability for Contents. Tenant unconditionally releases and discharges the Town, in all its representative capacities, its predecessors, and successors, agents, employees and assigns, and all other persons, corporate or natural, affiliated with the Town and Tenant covenants not to sue or assert against the Town any claims, demands, actions and causes of action, covenants, contracts, security arrangements, promises, agreements, liabilities, controversies, costs, expenses, attorneys’ fees, whether known or unknown, whether at law or in equity, which are based in whole or in part on, any act or omission involving personal property contained in or on the Premises which is owned by persons other than the Town.

5. Rent. Rent for the term of this Agreement shall consist of Tenant’s undertaking to use the Premises as COVID-19 testing center in accordance with the terms of this Agreement.

6. Town’s Responsibilities.

a. Operating Expenses.

The Town shall pay all of the costs of all utilities and services, including electric, gas/propane, sewage and other utilities furnished to the Premises, for the term of this Agreement.

b. Premises Services.

i. So long as Tenant is not in default, and subject to limitations and restrictions imposed by applicable laws and governmental and utility company regulations, Landlord shall furnish or cause to be furnished: (1) heat to the Premises as Landlord determines is reasonably necessary for the comfortable use and occupancy of the Premises; (2) domestic water; and (3) electric energy to the Premises for building-standard office lighting and ordinary office equipment that operates on standard 120 voltage.

ii. Tenant shall not install any equipment in the Premises, except for ordinary office equipment, without Landlord's prior written approval, and any such installation shall be made in accordance with all the other terms and provisions of this Lease regarding installation of equipment or improvements by Tenant. If Tenant uses any other equipment in the Premises, with or without Landlord's consent, Tenant shall pay Landlord monthly, immediately upon billing, for such services used by such equipment or during such times. Tenant shall pay to Landlord, promptly upon billing, all additional costs for cleaning Tenant's floor coverings and other improvements that are not building-standard. Landlord may, in its absolute discretion, provide security personnel or equipment for the Center; however, Landlord shall not be responsible to prevent, or liable for, and Tenant shall indemnify Landlord, its agents and employees against, all liability or loss to Tenant, its agents, employees, contractors, invitees and visitors arising from theft, burglary or damage or injury to persons or property caused by persons gaining access to the Center or the Premises.

iii. Landlord shall not be liable to Tenant or any other person, for direct or consequential damage, or otherwise, for any failure to supply any heat, lighting or other service Landlord has agreed to supply during any period when Landlord uses reasonable diligence to supply such services. Landlord reserves the right temporarily to discontinue such services, or any of them, as may be necessary by reason of those events or conditions described in Section 14 or Landlord's compliance with any voluntary or mandatory energy conservation or environmental protection program. Landlord shall not be liable for damages to person or property or for injury to, or interruption of, business for any discontinuance permitted under this Section 6(b)(iii), nor shall such discontinuance in any way be construed as an eviction of Tenant or cause an abatement of rent or operate to release Tenant from any of Tenant's obligations hereunder.

7. Tenant's Responsibilities.

i. It is understood and agreed that as a part of the consideration for this Agreement, Tenant shall, at Tenant's expense, maintain the Premises in a clean and orderly condition, free of trash, debris, papers and other hazards or obstructions; provided, however, that it shall be the Town's responsibility to clean the Premises and remove trash from the Premises when necessitated by the Town's use of the Premises as described in Exhibit A hereto

ii. Tenant shall pay before delinquency any and all taxes, license taxes, assessments, fees and other charges levied, assessed or imposed that become payable during the term of this Agreement, or that arise thereafter, upon Tenant's operations, occupancy of or conduct of business at the Premises or upon Tenant's leasehold improvements, equipment, furniture, appliances, trade fixtures and any other personal property of any kind installed by Tenant and located at the Premises.

8. Maintenance and Repairs.

a. The Town shall maintain in good order and condition the foundations, exterior walls and roof of the Premises and the Premises' heating, plumbing, mechanical and electrical systems, and all other portions of the Premises that are not the obligation of Tenant or any other tenant. The cost of any maintenance, repairs, replacements or restorations necessitated by the act or neglect of Tenant, its agents, employees, licensees, invitees or contractors, or by any of Tenant's leasehold improvements or otherwise attributable to Tenant, together with fifteen percent (15%) of such costs for overhead, shall be paid by Tenant to the Town immediately upon billing. Tenant shall not be entitled to any allowance, abatement, compensation or damages from the Town for diminution of rental value or for loss or interruption of business, or otherwise, arising from the Town, Tenant or others making any repairs, restorations, replacements, alterations, additions or improvements in or to any portion of the Premises, or in or to fixtures, appurtenances or equipment thereof or other tenants failing to make repairs.

9. Alterations and Modification.

a. Tenant covenants and agrees not to make any alterations, changes or additions in and to the Premises ("**Modifications**") without the prior written consent of the Town in each instance. All Modifications approved by the Town shall be at Tenant's expense. Tenant acknowledges that the Town's consent will be conditioned upon, at the Town's option, among other things, the Town's approval of plans, specifications, contractors, insurance and hours of construction. Tenant's compliance with Town ordinances and regulations relative to the issuance of building permits shall not satisfy the requirement that written approval from the Town be obtained before installation or construction of Modifications is begun, and the Town hereby reserves to itself the contractual right, as landlord, to review and evaluate Tenant's plans for all Modifications and that this reserved contractual right is in addition to, independent of and distinct from the Town of Frisco's authority as a home rule town to review plans prior to issuance of a building permit. The Town's consent to Tenant's Modifications shall not be unreasonably withheld, but any approval or denial shall be based on the Town's best judgment as a landlord, not on the standards by which building permits are issued or denied.

b. All Modifications installed by Tenant shall become and remain the property of the Town, unless otherwise agreed in writing prior to installation. All trade fixtures installed by Tenant and removable without structural injury to the building may be removed by Tenant before or at (but not after) the expiration of this Agreement, provided that Tenant shall repair, and shall remain responsible for repairing, any damage done to the Premises in removing such trade fixtures. Tenant agrees to protect, indemnify and save harmless the Town on account of any injury to persons or property by reason of any Modification by Tenant, and to protect, indemnify and save harmless the Town from the payment of any claim of any kind or character on account of bills for labor or materials in connection with any Modification by Tenant.

10. Liability and Insurance. Town shall not be liable to Tenant, Tenant's employees, sublessees, customers, guests, visitors or trespassers for any damage to person or property caused by an act, omission or neglect of Tenant and Tenant shall hold Town harmless from all claims for any such damage. Tenant shall, at its own expense, carry public liability and property damage insurance covering the Premises insuring Tenant and Town against any and all loss or claims arising out of Tenant's use of the Premises, or from any act or omission of Tenant, its agents, servants, employees, or permittees. This insurance shall be appropriately endorsed for contractual liability under this paragraph, with minimum limits of \$1,000,000.00 for each death or injury to one person,

\$1,000,000.00 for property damage. Tenant shall furnish Town with a certificate from its insurer evidencing insurance coverage throughout the term of this Agreement. Said policy shall name Town as a co-insured party.

11. Default. The following events shall be deemed to be events of default by Tenant under this Agreement:

- (a) Tenant's failure to comply with any term, provision or covenant of this Agreement, or with any reasonable rule or regulation established by Town with respect to the Premises, and failure to cure or demonstrate due diligence in curing said failure within thirty (30) days after written notice thereof to Tenant.
- (b) Tenant becoming insolvent, or making a transfer to defraud or create a preference to a creditor, or making an assignment for the benefit of creditors.
- (c) Tenant's filing of a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the law of the United States of any state thereof; or Tenant's adjudged bankruptcy or insolvency in proceedings filed against Tenant thereunder.
- (d) A receiver or trustee being appointed for all or substantially all of the assets of Tenant.
- (e) Tenant's terminating or substantially modifying its purposes, or its nature as a non-profit hospital.
- (f) Tenant's desertion, abandonment, or vacation of the Premises.
- (g) Tenant's failure to comply with any provision of the Code of Ordinances of the Town of Frisco presently in force or its failure to maintain reasonable compliance with future amendments to the Code upon the Town's notification of such changes.
- (h) Tenant's maintaining the Premises in such disrepair that Town determines it constitutes a hazard to the Town and its inhabitants.

12. Town's Remedies. Upon the occurrence of any event of default, Town shall have the option to pursue any one or more of the following remedies without notice or demand whatsoever:

- (a) Terminate this Agreement, in which event Tenant shall immediately surrender the Premises to Town, and if Tenant fails to do so, Town may, without prejudice to any other remedy which it may have for possession, enter upon and take possession of the Premises. Town may relet premises and receive rent therefore, when in the sole discretion of Town such action is warranted.
- (b) Enter upon the Premises, without liability in law or equity for any claim for damages of any kind, to do whatever Tenant is obligated to do under the terms of this Agreement, and Tenant agrees to reimburse Town on demand for any expense including but not limited to repairs or alterations which Town may incur in thus effecting compliance with Tenant's obligations under this Agreement, and Tenant further agrees that Town shall not be liable for any damages resulting to Tenant or third party from such action, whether caused by the negligence of Town or otherwise.

Pursuit of any of the foregoing remedies shall not preclude the pursuit of any other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any damages accruing to Town by reason of the violation of any of the terms, provisions and covenants herein contained.

13. Quiet Enjoyment. Town agrees to warrant and defend Tenant in the quiet enjoyment and possession of the Premises during the term of this Agreement so long as Tenant complies with the provisions of this Agreement.
14. Force Majeure. Notwithstanding anything in this Agreement to the contrary and providing such cause is not due to the willful act or neglect of Town and Tenant, neither Town nor Tenant shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this Agreement if the same shall be due to any strike, lockout, civil commotion, riot, invasion, rebellion, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, through the Act of God or other cause beyond the control of Town and Tenant.
15. Relationship of Parties. Town and Tenant agree that nothing in this Agreement shall be deemed, held or construed as creating any relationship between them other than that of landlord and tenant.
16. Assignment. This Agreement may be assigned or subleased only with the prior written consent of Town, which consent may be withheld in the Town's sole and absolute discretion. Any assignment shall in all respects be subject to and governed by the terms of this Agreement, and Tenant shall remain liable for the full performance of all conditions of this Agreement. Further, no part of said Premises shall be occupied for any business or purpose deemed to be extra hazardous on account of fire or other reasons.
17. Casualty. If, during the term of this Agreement, the Premises shall be damaged by fire, explosion, windstorm or other casualty, Tenant shall give Town prompt notice in writing of such damage. If it reasonably appears to Town that such damage can be repaired with reasonable diligence, and at reasonable expense within ninety (90) days from the date of notice, Town shall proceed promptly to repair such damage, so as to restore the Premises to their condition prior to such damage. However, if it reasonably appears that such damage cannot be so repaired, and the Premises so restored within a period of ninety (90) days from the date of notice, the Agreement shall terminate as of the date of notice. Unless Town notifies Tenant in writing within thirty (30) days of the date of notice of damage that it has elected to terminate this Agreement, it will be presumed that Town has elected to make the required repairs.
18. Delivery of Premises and Holding Over. Upon expiration or termination of this Agreement, Tenant will deliver up the Premises in good repair and in its natural conditions. Ordinary deterioration and damage by fire or other casualty and the elements only are excepted. Should Tenant holdover after the expiration or termination of this Agreement, such holding over shall cause Town to utilize any legal mechanism available and reasonable to cause Tenant to surrender Premises to Town. Tenant agrees to pay for all costs, including reasonable attorney fees, incurred by Town by such action.
19. Binding Effect. This Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the respective parties hereto.
20. Right of Town. Town has the right to inspect the Premises at any time and from time to time without notice to Tenant.

21. Representatives. On the date of execution of this Agreement, Town and Tenant shall each designate, in writing, a representative who shall have authority to act on its behalf with respect to this Agreement.
22. Notice Provision. Unless specifically stated otherwise in this Agreement, all notice requirements under this Agreement shall be satisfied by written notice delivered by registered mail to the following addresses:
- TOWN: Town of Frisco,
PO Box 4100
Frisco, CO 80443
Attn: Finance Director
- Tenant: Vail Clinic, Inc. d/b/a Vail Health
PO Box 40,000
Vail, Colorado 81658
Attn: President & Chief Executive Officer
23. Severability. In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition, or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision herein contained.
24. Nondiscrimination Clause. Tenant does hereby covenant and agree; 1) no person, on the ground of race, color, sex, marital status, sexual orientation, political ideology, age, creed, religion, ancestry, national origin, or physical or mental handicap, shall be excluded from participating in the use of said Premises, 2) in connection with the construction of any improvements in the Premises, and its furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors; 3) such discrimination shall not be practiced against the public in their access to and use of the Premises and related services, and; 4) in the event of breach of any of the above non-discrimination covenants, Town shall have the right to terminate this Agreement, and to re-enter Premises and hold the same as if said Agreement had never been made or issued.
25. Colorado Law. This Agreement is to be governed by the laws of the State of Colorado.
26. Amendments. This Agreement may only be amended, supplemented or modified in a written document signed by both parties.
27. Regulatory Matters
- (a) The Town represents that the Town (i) is not currently excluded, debarred, or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. 1320a 7b(f) (the “**Federal Health Care Programs**”); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services and has not been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) is not under investigation or otherwise aware of any circumstances which may result in the Town being excluded from participation in any Federal Health Care Program. The foregoing representation shall be an ongoing representation during the term of this Lease and the Town shall immediately notify the Tenant of any change in the status of the representation set forth in this Paragraph, at which time the Tenant will have the right to immediately terminate this Lease.

(b) The Town acknowledges that the Tenant is subject to the provisions of the Health Insurance Portability and Accountability Act of 1996 and related regulations (“**HIPAA**”), and may be or become subject to other state or federal privacy or confidentiality laws or regulations imposed upon providers of health care services (collectively, with HIPAA, “**Confidentiality Requirements**”), and that the Confidentiality Requirements require Tenant to ensure the safety and confidentiality of patient medical records. The Town further acknowledges that, in order for the Tenant to comply with the Confidentiality Requirements, the Tenant may restrict access or require access accompanied by an authorized representative of the Tenant to the portions of the Premises where patient medical records are kept or stored. The Town agrees that neither the Town nor its employees, agents or contractors shall need access to, nor shall they use or disclose, any such protected health information. The Parties agree that the foregoing does not create, and is not intended to create a “business associate” relationship between the Parties.

(c) The Town further agrees that notwithstanding any other provision of this Lease to the contrary, in exercising any remedies under this Lease or in entering the Premises at any time, whether due to an event of default or inspection, maintenance and repair, the Town may not enter an examination room or other area of the Premises occupied by the Tenant’s patients or other invitees receiving medical treatment services at the time of the inspection or the Tenant’s file room(s) containing any such person’s medical records unless the Town is accompanied and supervised by an authorized representative of the Tenant, except in the event of an emergency, in which event the Town shall use diligent efforts to comply with the terms hereof given the circumstances that exist at the time. The Town shall not remove, control, take or retain access to any prescription medications, testing materials or medical records, whether during the Lease term or upon surrender of the Premises. The Tenant hereby assumes full responsibility and liability to remove all prescription medications, testing materials and patient medical records upon the surrender of the Premises and in no event shall the Town have any liability in connection therewith.

28. 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 or which together shall constitute one and the same document.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Town: Town of Frisco, Colorado

Tenant: Vail Clinic, Inc. d/b/a Vail Health

By: _____
Hunter Mortensen, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

EXHIBIT A

USE OF PREMISES

Tenant may use the Premises only for a drive up COVID-19 testing center and other uses directly-related and accessory thereto. Notwithstanding the foregoing, the Town shall be entitled to use of that area of the Premises known as the Storage Room at all times during the term of this Agreement.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BONNIE MOINET, FINANCE DIRECTOR AND NANCY KERRY, TOWN MANAGER
RE: RESOLUTION 20-28, RESOLUTION TO ADOPT 2021 BUDGET
DATE: NOVEMBER 10, 2020

Summary and Background: It is with pleasure that we present Resolution 20-28 to adopt the 2021 budget for the Town of Frisco, in accordance with Local Government Budget Law.

Analysis: This resolution adopts expenditures totaling \$29,781,140; revenues and reserves of \$54,568,760 are adequate to meet those expenditures, leaving an ending fund balance of \$24,787,620 at the end of 2021.

Financial Impact: The financial impacts resulting from COVID-19 are far from being fully known and the projections made in this 2021 budget recognize this is a fluid situation. Overall, the Town's fund reserves demonstrate the Town is prepared to weather the current economic crisis. However, the Town should maintain a fiercely conservative and strategic perspective in its spending for the foreseeable future.

In summary, total ending fund balances for all funds equals \$24.7M. The table below provides a snapshot financial summary at the end of 2021 for all of the Town's funds.

Financial Summary - All Funds - 2021 Budget							
	Beginning						Ending
Fund	Fund		Operating	Debt	Capital	Total	Fund
Fund	Balance	Revenues	Expenditures	Service	Projects	Expenditures	Balance
General Fund	14,367,595	13,945,111	13,154,371			13,154,371	15,158,335
Capital Improvement Fund	1,918,902	1,657,635	0	537,807	1,955,195	2,493,002	1,083,535
Historic Preservation Fund	1,023	5	0			0	1,028
Conservation Trust Fund	37,877	29,300	0		38,300	38,300	28,877
Water Fund	3,841,383	1,486,000	782,516		1,625,000	2,407,516	2,919,867
Open Space Fund	12,528	60	0			0	12,588
Insurance Reserve Fund	212,178	1,000	65,000			65,000	148,178
SCHA 5A Fund	6,214,133	1,494,320	181,621		4,945,000	5,126,621	2,581,832
Nicotine Tax Fund	339,888	491,400	519,855			519,855	311,433
Lodging Tax Fund	704,509	586,200	544,661			544,661	746,048
Marina Fund	5,415,663	1,812,050	1,300,314	347,500	3,784,000	5,431,814	1,795,899
Total All Funds	\$33,065,679	\$21,503,081	\$16,548,338	\$885,307	\$12,347,495	\$29,781,140	\$24,787,620

Alignment with Strategic Plan: This budget has been prepared with Council's Strategic Plan and Goals at the forefront of decision-making.

Staff Recommendation: Staff recommends Council approve Resolution 20-28, a resolution adopting the 2021 budget for the Town of Frisco.

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

Diane McBride, Assistant Town Manager/Recreation Director

Bonnie Moinet, Finance Director

Nancy Kerry, Town Manager

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-28**

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET FOR THE TOWN OF FRISCO, COLORADO FOR THE CALENDAR YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021

WHEREAS, the Town Council of the Town of Frisco received a proposed budget on September 21, 2020, in accordance with the Local Government Budget Law; and

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

WHEREAS, in reference to the aforementioned publication requirements, interested taxpayers were given the opportunity to file or register any objections to said proposed budget and final comment will be accepted at the Public Hearing on November 10, 2020; and

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

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

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

General Fund	\$13,154,371
Capital Fund	\$ 2,493,002
Historic Preservation Fund	\$ 0
Conservation Trust Fund	\$ 38,300
Water Fund	\$ 2,407,516
Open Space Fund	\$ 0
Insurance Reserve Fund	\$ 65,000
SCHA (5A) Fund	\$ 5,126,621
Nicotine Tax Fund	\$ 519,855
Lodging Tax Fund	\$ 544,661
Marina Fund	\$ 5,431,814
Total Expenditures	\$29,781,140

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

General Fund	
Unappropriated surplus (reserves)	\$14,367,595
Sources other than property taxes	\$13,752,100
General property tax levy	\$ 193,011
Total General Fund Revenues	\$28,312,706

Capital Fund

Unappropriated surplus (reserves)	\$ 1,918,902
Sources other than property taxes	<u>\$ 1,657,635</u>
Total Capital Fund revenues	\$ 3,576,537

Historic Preservation Fund

Unappropriated surplus (reserves)	\$ 1,023
Sources other than property taxes	<u>\$ 5</u>
Total Historic Preservation Fund Revenues	\$ 1,028

Conservation Trust Fund

Unappropriated surplus (reserves)	\$ 37,877
Sources other than property taxes	<u>\$ 29,300</u>
Total Conservation Trust Fund revenues	\$ 67,177

Water Fund

Unappropriated surplus (reserves)	\$ 3,841,383
Sources other than property taxes	<u>\$ 1,486,000</u>
Total Water Fund revenues	\$ 5,327,383

Open Space Fund

Unappropriated surplus (reserves)	\$ 12,528
Sources other than property taxes	<u>\$ 60</u>
Total Open Space Fund Revenues	\$ 12,588

Insurance Reserve Fund

	\$ 212,178
Sources other than property taxes	<u>\$ 1,000</u>
Total Insurance Reserve Fund revenues	\$ 213,178

SCHA (5A) Fund

Unappropriated surplus (reserves)	\$ 6,214,133
Sources other than property taxes	<u>\$ 1,494,320</u>
Total SCHA (5A) Fund revenues	\$ 7,708,453

Nicotine Tax Fund

Unappropriated surplus (reserves)	\$ 339,888
Sources other than property taxes	<u>\$ 491,400</u>
Total Nicotine Tax Fund revenues	\$ 831,288

Lodging Tax Fund

Unappropriated surplus (reserves)	\$ 704,509
Sources other than property taxes	<u>\$ 586,200</u>
Total Lodging Tax Fund revenues	\$ 1,290,709

Marina Fund

Unappropriated surplus (reserves)	\$ 5,415,663
Sources other than property taxes	<u>\$ 1,812,050</u>
Total Rev & Sales & Use Tax Capital rev	\$ 7,227,713

Total Revenues & Reserves

\$54,568,760

Section 3. That said budget as submitted and summarized by fund is hereby approved and adopted as the budget for the Town of Frisco for 2021.

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

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS FIRST AND FINAL READING NUNC PRO TUNC THIS 10TH DAY OF NOVEMBER, 2020, FOR THE 27TH DAY OF OCTOBER, 2020.

TOWN OF FRISCO:

Hunter Mortensen, Mayor

ATTEST:

Deborah Wohlmuth, CMC Town Clerk