

**THE JANUARY 14, 2020 COUNCIL PACKET MAY BE VIEWED
BY GOING TO THE TOWN OF FRISCO WEBSITE.**

**RECORD OF PROCEEDINGS
WORK SESSION MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
JANUARY 14, 2020
4:00PM**

Agenda Item #1: Make Frisco: Art @ Elevation Presentation

Agenda Item #2: Marina Phase II Preliminary Design Options

Agenda Item #3: Minimum Wage Discussion

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
JANUARY 14, 2020
7:00PM**

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

Call to Order:

Gary Wilkinson, Mayor

Roll Call:

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

Public Comments:

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

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

Mayor and Council Comments:

Staff Updates:

Consent Agenda:

- Minutes December 10, 2019 Meeting
- Warrant List
- Purchasing Cards

- Home Rule Charter Review: Chapter 1-General Provisions
- Resolution 20-01, Public Place for Posting Notices
- Resolution 20-02, Designation of Official Publications
- Resolution 20-03, No Pet Events
- Resolution 20-04, Street Closures
- Resolution 20-05, Setting April 7, 2020 Regular Election
- Resolution 20-06, Annual Summer Boat Purchases
- Resolution 20-07, Contract with Squire Patton and Boggs for State Advocacy Services

New Business:

Agenda Item #1: First Reading Ordinance 20-01, an Ordinance Amending Chapter 180 of the Code of Ordinances of the Town of Frisco, Concerning Zoning, by Amending Section 5.2.11 thereof, Concerning Telecommunications Facilities, to Revise Regulations Concerning Small Cell Wireless Facilities to Conform to Federal Communications Requirements and Limitations STAFF: BILL GIBSON 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Old Business:

Agenda Item #2: Second Reading Ordinance 19-24, an Ordinance Granting a Deed of Conservation Easement to Colorado Open Lands, a Colorado Non-Profit Corporation, for the Purpose of the Conservation of an Area Known as the Meadow Creek Wetlands, and Legally Described as Lot 2B, a Resubdivision of Lot 2, Summit Stage Transfer Center STAFF: DIANE MCBRIDE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR 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 C.R.S. 24-6-402(4) (f), Personnel Matters - Town Manager, Town Attorney Performance Review/Contract Discussion

Adjourn:



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: MAKE FRISCO: ART @ ELEVATION PRESENTATION
DATE: JANUARY 14, 2020

Summary and Background:

During the development of the 2020 budget, the Town Council allocated funds to support public art. Thereafter, Councilmember Sherburne formed a community group comprised of local artists from a variety of mediums to discuss concepts for art in public spaces. The community group has been meeting regularly since November and will update the Town Council on their efforts to elevate the opportunities, discussion, and presence of art in the Town of Frisco.

Financial Impact: No financial impact.

Alignment with Strategic Plan: Public art aligns the Town Council's 2019-2020 Inclusive Community and Thriving Economy Strategic Goals.

Environmental Sustainability: N/A

Staff Recommendation: No staff recommendation at this time.

Reviews and Approvals:

This report has been reviewed and approved by:
Bonnie Moinet, Finance Director
Nancy Kerry, Town Manager

Attachments: There will be a presentation at the work session.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: TOM HOGEMAN, MARINA GENERAL MANAGER
RE: FRISCO BAY MARINA – PHASE II UPDATE
DATE: JANUARY 14, 2020

Summary and Background: Council adopted the Frisco Marina Park Master Plan on June 26, 2018. The comprehensive plan developed a formalized long-range plan for the Marina with maps, images, site plans, details, phasing, and estimated costs. As a result of this plan, additional planning efforts, financing, and timing, both the big dig excavation project and phase 1 site improvements to the Marina were completed in 2019. Approximately four (4) new acres of land were created at the Marina as a result of this work. This new land is referred to as the “Phase 2 Site.”

At the August 13, 2019, work session, Council directed staff to complete the entire design of the Phase 2 Site before any additional construction is begun to ensure the final outcomes meet the Council’s complete vision for the Marina. On August 27, 2019, Council entered into a sole source contract with Stais Architecture & Interiors for the design of these Phase 2 Site improvements. The scope of the design work includes redesign of a new guest service/office building and design and/or repurpose of a food and beverage building. The scope also includes the larger context of the site such as upgrading site circulation to enhance safety and efficiency, site entry analysis, and future phasing options.

Staff has met with Mr. Stais and his design team on several occasions to review the site, the Marina to the Mountains connection, new construction, parking, landscaping, and wayfinding. Mr. Stais and his team will give an update to Council on the Phase 2 Site improvement projects at the January 14th work session.

Analysis: The improvements to the Marina in 2019 changed many aspects of the operation. To effectively address many of the issues associated with these changes, the entire Marina site must be reviewed before any new construction is proposed. Mr. Stais and his design team have reviewed traffic patterns, parking, wayfinding, uses, etc., in their analysis and designs. Their plans have also accounted for the finances, meaning there is currently \$3.3M in the Marina capital fund balance available for such projects.

Mr. Stais and his team will review the following with Council:

- ***Marina to the Mountains.*** These are the overall site recommendations for the main entrance drive, parking, intersections, pathways, and proposed building site locations.

- **Phase 2 Site Improvements.** These illustrations account for the new land as well as the existing amenities on site. Each of these concepts ties the site together with picnic areas, walkways, playground, pavilion area, temporary parking/drop-off area, and new lawn space.
- **New Buildings.** The originally proposed guest services/office building, designed in June 2018, was 4,846ft². The current building design is 2,290ft², which is nearly 50% smaller than the originally designed building. The new building design is reflective of the reduced budget, yet still accounts for the majority of operational needs. It is a single story building with minimal restroom facilities. Slip-holder baths are to be addressed in a future scope. The smaller building in this location accounts for future expansion opportunities. The goal for this building would be a net zero building that could be a model for other future building projects.

Staff also reviewed a new food and beverage building and/or alternative options for food and beverage service. The F&B building was originally proposed as a stand-alone 2,500ft² building with indoor and outdoor seating. Mr. Stais and his team convened a meeting with local restaurant owners and Town staff to review a variety of options for an F&B operation on site. Concerns regarding the proximity to the water, the seasonal operation, and the future of the Lund House were reviewed. Staff also reviewed the budget, knowing that the construction of two new buildings would not be possible under the current circumstances. As a result, a renovation study of the current F&B operation, including a remodel of the Lund House for F&B services, was undertaken and results of these findings will also be presented.

Staff is seeking Council direction on the following:

1. Comments on the design of the new Marina Guest Services/Office Building
2. Re-model and re-use of Lund House for F&B operations
3. Preferred direction on site plans and concepts

Financial Impact: On January 22, 2019, the Town Council approved Ordinance 19-01 authorizing issuance of Marina Enterprise Revenue Bonds in an amount not to exceed \$6,000,000 to provide funding for capital projects to expand capacity at the Marina to complete the first two phases of the Frisco Marina Park Master Plan. Note: with initial project costs estimated at \$7.6M, and bond proceeds of \$5M, it was understood the Town would need an additional \$2.5M or more to complete all of the proposed projects at the Marina.

There is currently \$3.3M in the Marina capital fund balance. Construction costs for new buildings are estimated between \$400/ft² and \$600/ft² at this time, based on estimates received in 2019.

Staff is projecting the following costs:

- \$1.5M for the new guest service/office building
- \$1.5M infrastructure costs including the fuel system, lift station and utilities
- \$300k for the remodel of the Lund House, Island Grill and current Bath House
- May need an additional \$500-\$750K to finish the pathways and wayfinding

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.

In developing the site plans and concepts, the team also acknowledged the goals of the recently formed Public Arts Committee to reflect the future land spaces and uses of the Marina.

Environmental Sustainability: Per the 2019-2020 Town of Frisco Strategic Plan, the Town of Frisco will take action to collaboratively protect and sustain our treasured environment, by ensuring new development achieves a balance between the natural and built environment and implementing initiatives to address climate change. The proposed marina plans aim to strike that balance between the natural and built environment. Vehicular and pedestrian conflict is minimized, the turnaround/drop off area is pulled back and away from the water, buildings are repurposed, and new construction is of a smaller scale and designed as a net zero building. Environmental sustainability is a priority for this project.

Staff Recommendation: Staff recommends moving forward with the final design of the marina Phase 2 Site, with the goal of completing as much work as the remaining budget will allow. Starting with the fuel system, Xcel, and initial pathways in spring/summer of 2020, lift station, new office building and Lund house remodel in fall/winter of 2020. Spring of 2021 would include completion of pathways and landscaping.

Mr. Stais will present options for Council review for proposed Phase 2 work and for possible future phases outside of the scope of Phase 2. Future phases outside of the scope of Phase 2 would include a further analysis of the B1 parking lot options and consideration of the work the Frisco Sanitation District is planning for their easement between B-1 and B-2.

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

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

Attachments:

- Frisco Bay Marina Phase II Implementation slides

ATTACHMENT 1:

Frisco Bay Marina Phase II Implementation slides

FRISCO BAY MARINA: PHASE 2 IMPLEMENTATION

MASTER PLAN / BIG DIG / PHASE 1 ACHIEVEMENTS:

- Planning efforts
- Financing
- 4 New Acres of Land
- Larger “Vibrant” Beach Area
- Separation of Paddle & Motor Uses
- Relocated Boat Launch
- Enlarged Pier
- New Boat Slips
- Improved Marina Operations

PROPOSED PHASE 2 IMPROVEMENTS:

- New Marina Office Building
- Re-purpose Lund House, Grill & Baths
- New Fuel System
- New Lift Station
- Utilities for Phase 2 Area
- Increase Functional Parking
- Improve Arrival/Drop-off Experience

TOWN COUNCIL DIRECTION NEEDED:

- Comments on Marina Office Design
- Adaptive Reuse of Lund House for F&B Operations
- Direction on Site Plans & Concepts



CURRENT SHORELINE

2018 aerial photo

frisco bay marina

draft

14 January 2020

scale: 1" = 160'-0"





CURRENT SHORELINE

2018 master plan

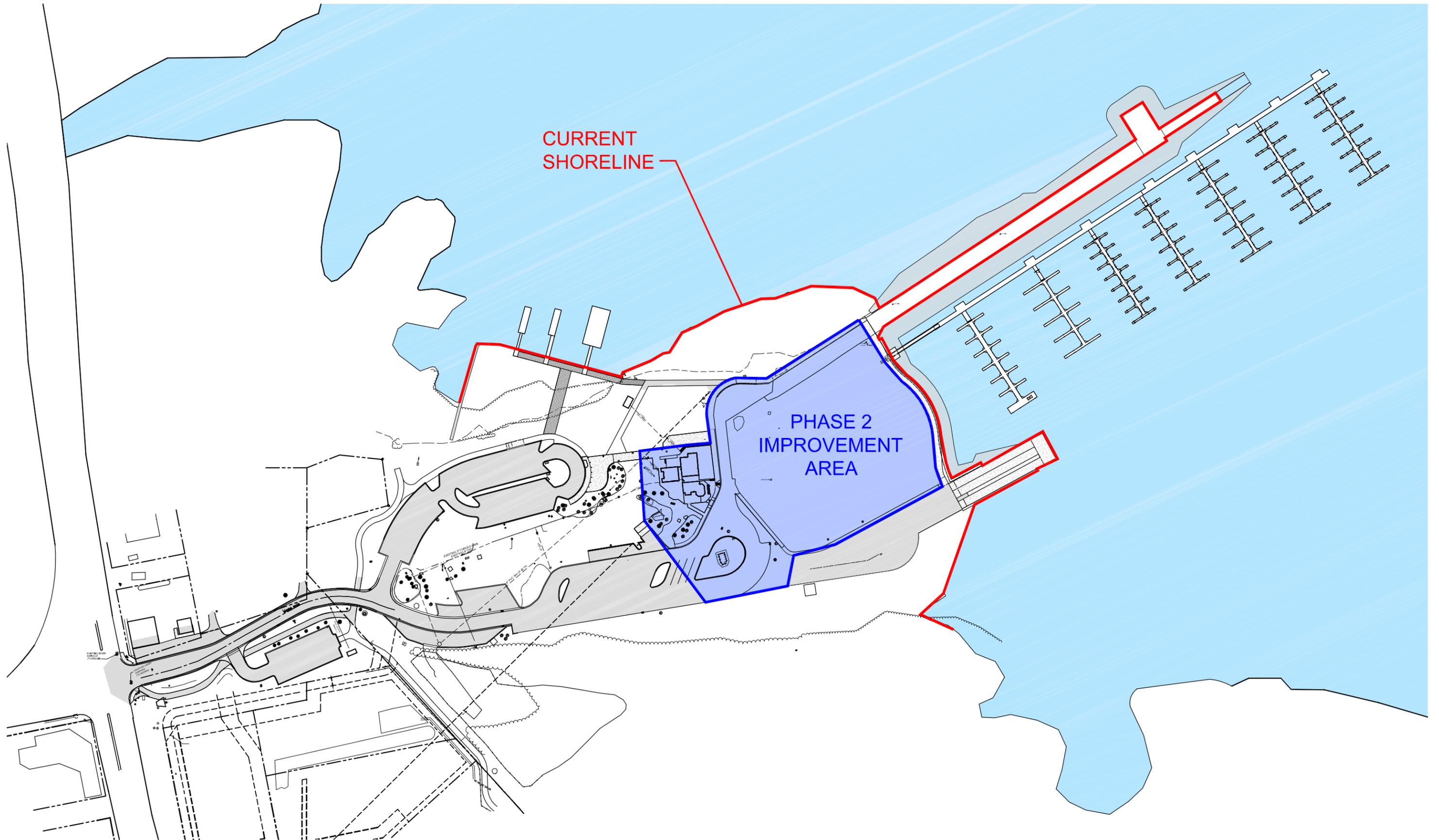
frisco bay marina

draft

14 January 2020

scale: 1" = 160'-0"





current neighborhood map

frisco bay marina

draft

14 january 2020

scale: 1" = 160'-0"





- CONCEPT PLAN LEGEND**
- ① Picnic Area
 - ② Drop-off
 - ③ Children's Playground
 - ④ "The Great Lawn"
 - ⑤ Utility and Service Area
 - ⑥ Proposed Marina Office
 - ⑦ "The Beach"
 - ⑧ Pavilion / Flex Space
 - ⑨ Lund House Reuse
 - ⑩ Lake-front Promenade
 - ⑪ Improved Floating Docks
 - ⑫ Potential Restrooms / Retail Kiosk
 - ⑬ Lift Station
 - ⑭ Fuel System
 - ⑮ Parking Expansion

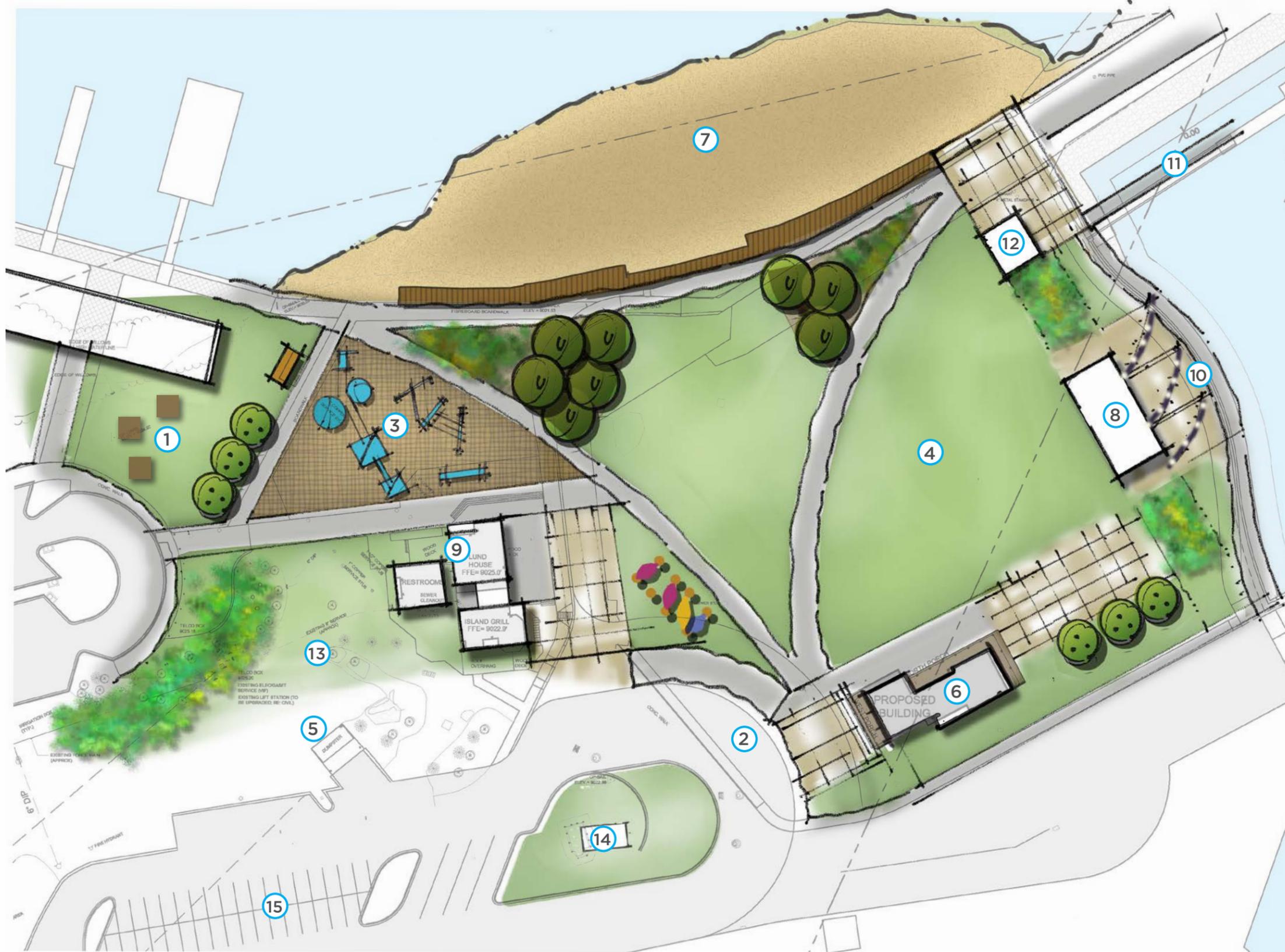
phase 2 site study: marina lawn

frisco bay marina

14 january 2020

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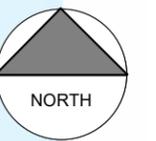
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phase 2 site study: promenade

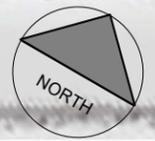
frisco bay marina
frisco . Colorado

14 january 2020

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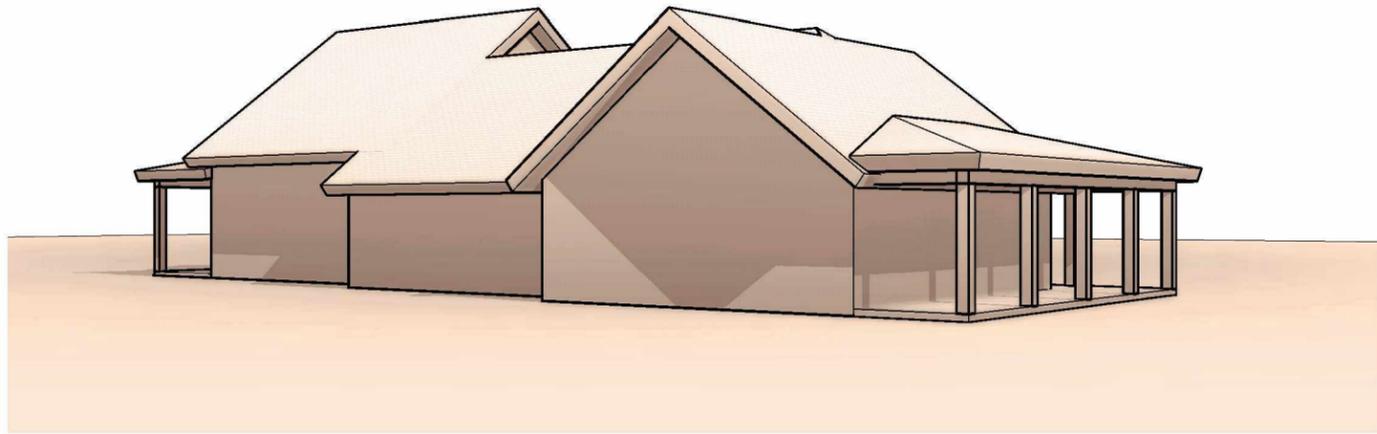
marina office floor plan

frisco bay marina
290 marina road . frisco . colorado

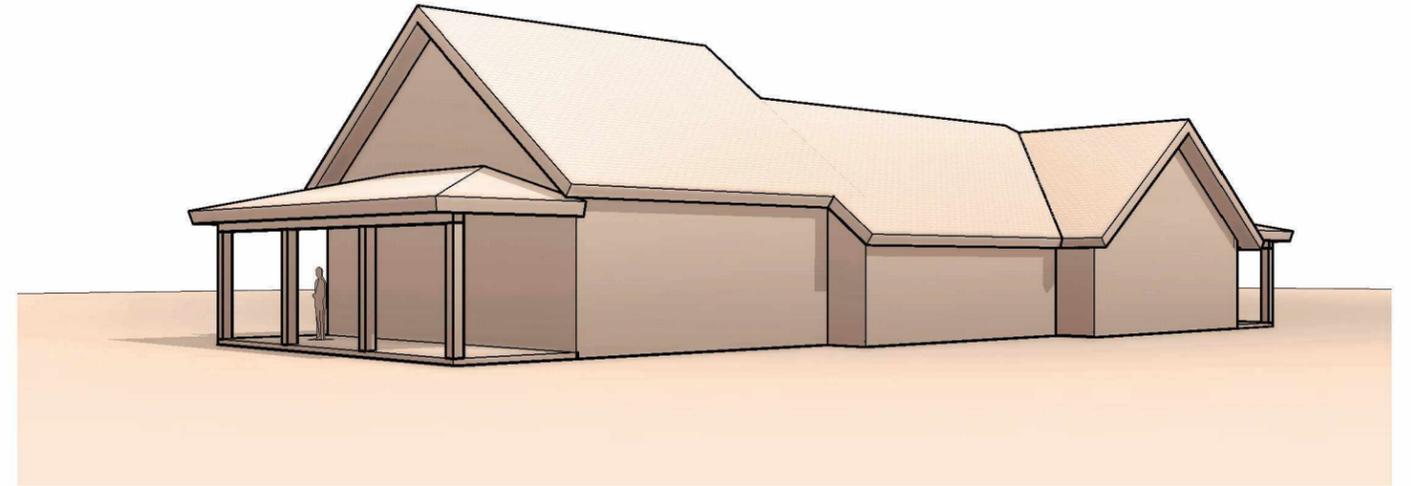
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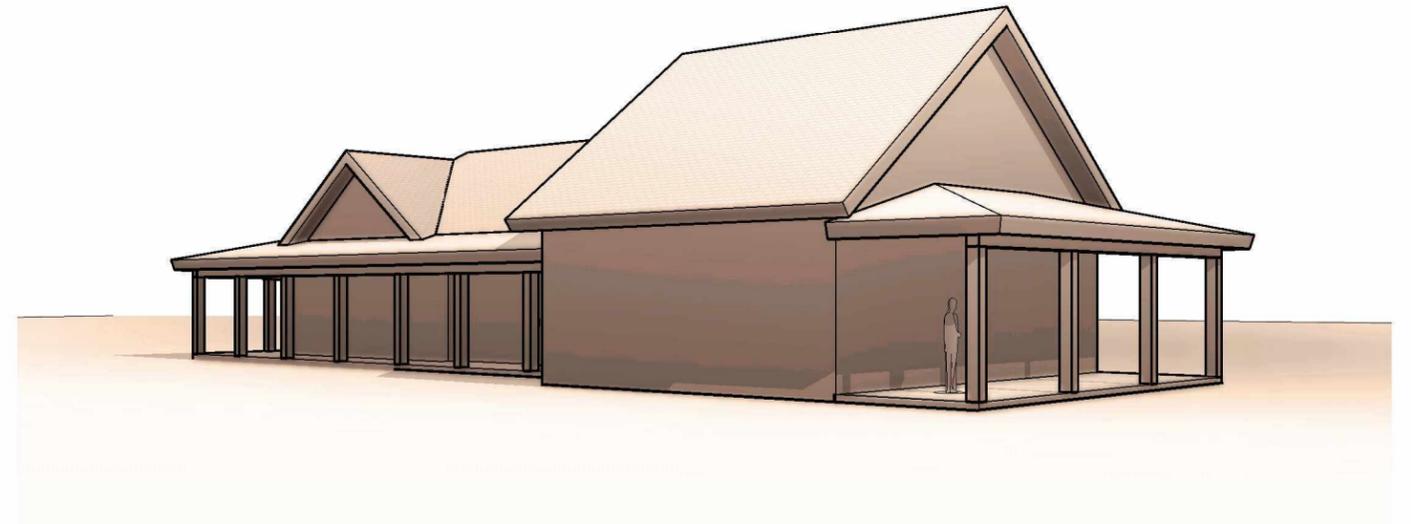
view from southeast



view from southwest



view from northeast



view from northwest

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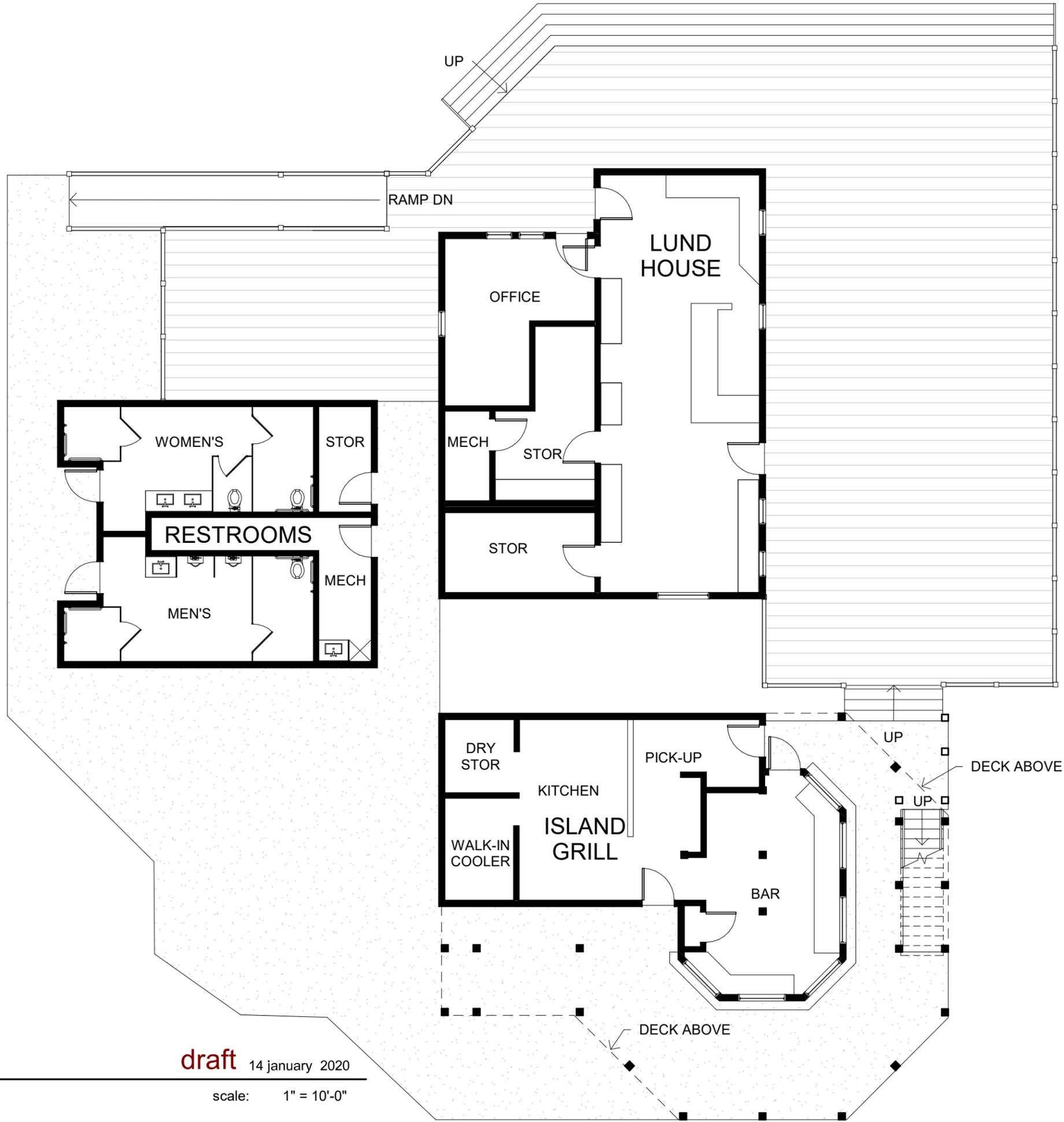
marina office massing studies

frisco bay marina
frisco . Colorado

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14 january 2020

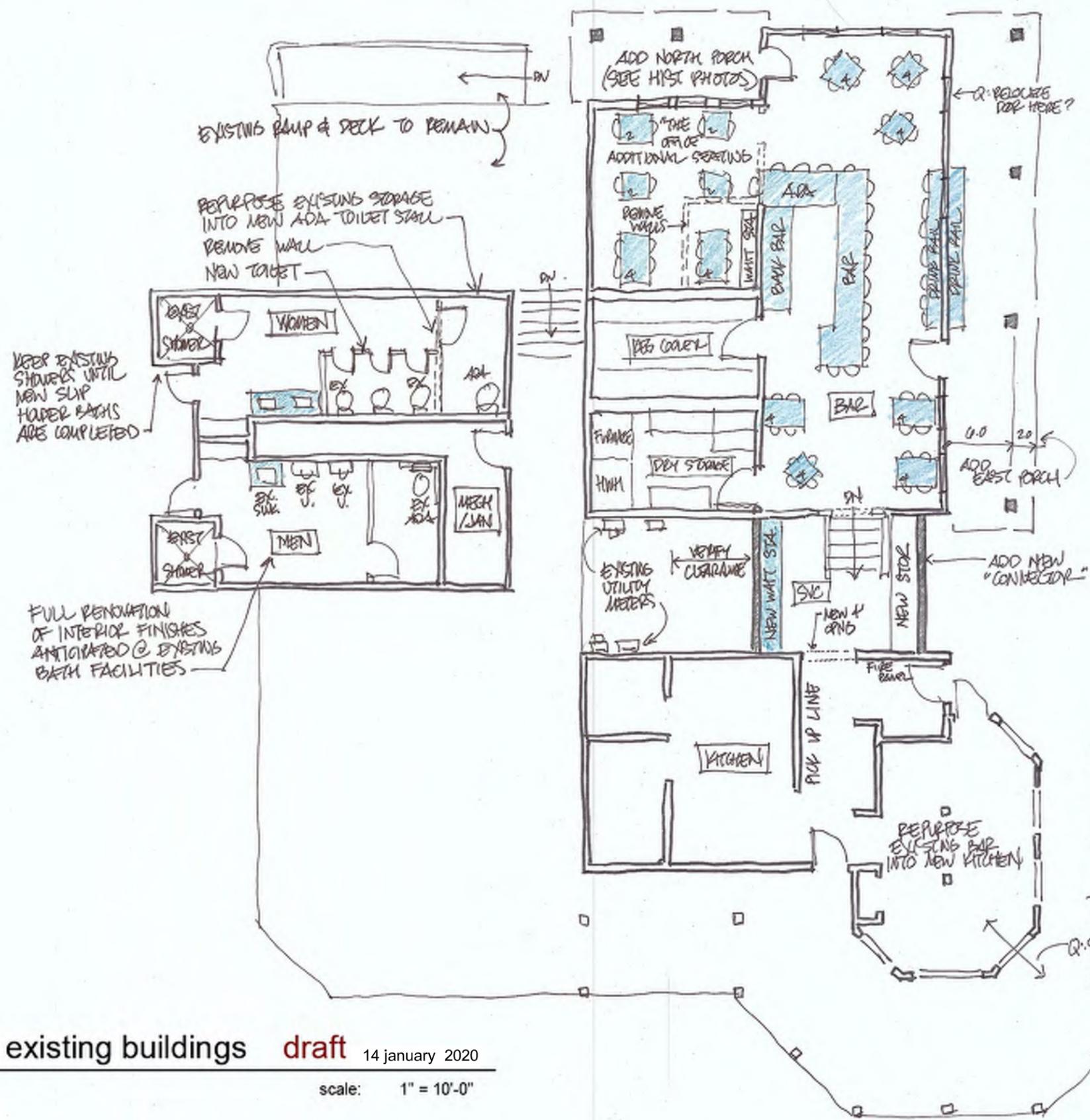




existing buildings

draft 14 january 2020

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PRELIM SEATING COUNT (INDOORS):

BAR	15
BATH	7
NORTH	12
SOUTH	12 * (NTS)
OFFICE	16
TOTAL	62

1/11/2020 11:50 AM frisco bay marina ADA layout V17 Drawing 1951 frisco bay marina option 3.rvt



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: MINIMUM WAGE DISCUSSION
DATE: JANUARY 14, 2020

Summary and Background: This is before Council upon their request. The Town Manager attended the Minimum Wage Work Group Meetings representing the Town. Please see the attached report from the County.

Reviews and Approvals:

Nancy Kerry, Town Manager

Attachments:

Attachment 1: Summit County Report

ATTACHMENT 1:
Summit County Report on Minimum Wage



OFFICE OF THE COUNTY MANAGER

970.453.3402 ph | 970.453.3535 f
www.SummitCountyCO.gov

208 East Lincoln Ave. | PO Box 68
Breckenridge, CO 80424

STAFF REPORT

TO: Board of County Commissioners

FROM: Scott Vargo, County Manager

DATE: December 31, 2019

SUBJECT: Local Minimum Wage Authority and Work Group Summary

Staff was directed by the BOCC at your September 3, 2019 meeting to convene a Minimum Wage Work Group to discuss the merits and concerns related to the adoption of a local minimum wage at a level above the current state minimum wage, in accordance with authority granted by Colorado HB19-1210. I have included a copy of HB19-1210 in this packet as Attachment A.

A number of interested parties were eager to participate in the Work Group, and staff conducted additional outreach and extended direct invitations to specific organizations and stakeholders in order to convene a group that represented small and large employers, various industry sectors, non-profits, labor unions, political parties, towns, school district administrators and teachers, community organizations and the local workforce. Garnering participation from the local workforce proved challenging despite concerted recruitment efforts. I suspect the meeting timing and time commitment presented challenges to members of the workforce, many of whom work multiple jobs. Furthermore, participation in this sort of forum may have been intimidating, and workers may have felt uncomfortable at the prospect of expressing their opinions on this topic with their employers in the room.

In total, we held six Work Group meetings over the course of nearly three months. We held two kick-off meetings on September 19, and the final Work Group meeting took place December 4. The kick-off meetings provided the group with an overview of HB19-1210 and a presentation by Colorado Department of Labor and Employment staff regarding local workforce and wage data generated by the state. I have included a copy of that presentation in this packet for your reference as Attachment B. We informed the group that the state has advised County staff that the legislative intent of HB19-1210 was that the earliest a local minimum wage increase could be enacted is January 1, 2021, and that the state would maintain its enforcement responsibilities for communities that adopt a higher local minimum wage.

Minimum Wage Work Group participants raised several concerns and requests in the kick-off meetings and the subsequent Work Group meetings. They included the following:

- Validity of the state wage data and the need for more local data, including non-wage benefits offered by employers.

- Case studies from other communities that have adopted higher minimum wages and the economic impact(s) they experienced.
- Cliff effects on other benefit and assistance programs if minimum wage increases.
- Tip offset mandates within HB19-1210 that increase the pay disparity between tipped employees and back-of-the-house staff.
- Local minimum wage should be uniform across Summit County jurisdictions.
- Reasoning for HB19-1210's 10% limit on the number of Colorado's local jurisdictions that may enact a local minimum wage, and which other jurisdictions are considering an adjustment.

Because of the lack of local workforce presence on the Work Group, and an interest in more localized data, the group decided we should conduct a survey of Summit County workers and businesses. Summit County developed a survey and requested feedback from the Work Group. The surveys were finalized and issued primarily through Survey Monkey, with the workforce survey available in both English and Spanish. The links to the online surveys were distributed by Work Group participants and through social media. We provided hard-copy surveys to local workers through Summit County Human Services and at two local community dinners at St. John's church. The volume of responses to the surveys far exceeded our expectations, with 973 workers responding to the English version, 24 workers responding to the Spanish version and 72 business responses, during a period of just 10 days. In addition to the quantitative results we received, there were 35 pages of narrative comments from the local workforce. We shared the survey data with the Work Group through a presentation and provided the written comments. Attachment C is a copy of this presentation.

Because the survey response was voluntary, the results do not necessarily reflect the views and experiences of representative samples of the local workforce and business community. However, although the survey was not statistically valid, the overwhelming volume of worker input by more than 1,000 respondents, over a rather short period of time, provided valuable data and information for the Work Group, and it gave voice to an important perspective that was lacking within the Work Group. Furthermore, the scale of the response demonstrated a tremendous interest in the topic of a local minimum wage by the Summit County workforce.

Some key results from the survey include:

- Over 40% of respondents required a roommate to meet monthly rent or mortgage payments.
 - For renters, that percentage was over 60%.
- Approximately 10% of respondents receive public benefits. Of those:
 - 56% of those receive health insurance benefits
 - 28% receive child care assistance
 - 19% receive food assistance
 - 80% are not concerned that a local minimum wage increase would affect their benefits eligibility
- Nearly 40% of renters and 20% of homeowners have student loan debt
 - Over 30% have student loan debt between \$10,000 and \$25,000
 - Another 43% have student loan debt above \$25,000

- 60% of respondents indicated that they held more than one job at a time over the past 12 months.
 - Of that group, 45% held three or more jobs over the past 12 months
- 55% of respondents indicated they work between 50 and 70 hours per week or more, on average.
- Of the industries identified in the survey, the Resort/Ski, Retail and Restaurant industries had the highest percentages of their workforce earning below \$14/hr.
 - 28% of Resort/Ski (122 total respondents)
 - 19% of Retail (63 total respondents)
 - 14% of Restaurants (50 total respondents); it is important to note that this figure includes tip wages as reported by employees in the survey.
- 80% of workers supported a Summit County minimum wage higher than the state minimum wage.
- There were a number of narrative comments within the worker survey responses raising concerns that an increased minimum wage would be inflationary and increased costs of local goods and services would negate the wage increase.
- 65% of employers surveyed did not support a higher Summit County minimum wage

Several members of the Work Group still have questions about the validity and quantity of local wage data and have advocated for additional data collection and a statistically valid survey conducted by a third party. Staff does not recommend proceeding with such a survey, given the considerable time and expense it would require. And the Work Group has not identified or articulated any gap in the existing local data and information that, if filled, might cause them to change their positions or recommendations on the subject. Additionally, it is unlikely that many large private-sector employers, who possess a large proportion of relevant wage and labor data, would be willing or able to share their proprietary information.

In response to the Work Group desire to better understand the impacts of a local minimum wage increase a number of case studies were provided to the Work Group. Unfortunately many of the case studies contradict one another, are inconclusive, focus on narrow circumstances or industries, or been shown to be flawed.

An increase in the local minimum wage is likely to have some impacts, both positive and negative, on some Summit County businesses, both large and small. But it is unclear whether those impacts can be accurately predicted within Summit County. It is clear from the survey data that many employers are in fact paying well above the current minimum wage for entry-level workers. The biggest impacts are likely to be seen within resort/ski, retail and restaurant industries, which make up a significant component of Summit County's overall employment.

The Summit County Minimum Wage Work Group spent considerable time reviewing the potential "cliff effect" a minimum wage increase might have on individuals enrolled in various public assistance programs. Summit County Human Services staff walked the Work Group through a number of programs administered by the County and noted that each program has different eligibility criteria and different timeframes for benefit redetermination/qualification. Impacts of a minimum wage adjustment on benefit eligibility was not anticipated to be significant, a finding that was supported by analysis conducted by Denver Department of Human

Services and the CCLP/Bell Policy Center. That information is identified as Attachment D, within the packet.

Two components of HB19-1210 were repeatedly raised as particularly troublesome: the tip offset requirement and the limit that only 10% of local governments in Colorado can impose a local minimum wage.

Currently, the law requires any local minimum wage to maintain the state Constitution tip offset of \$3.02. This means that if Summit County were to adopt a local minimum wage of \$12.80, for example, the tip offset minimum wage would be \$9.78. Restaurateurs expressed concern that this would result in an unnecessary pay increase for their tipped employees, who are already receiving compensation far above minimum wage and well above their back-of-the house staff. They asserted that this would exacerbate an existing disparity between front- and back-of-the-house staff by diverting wages that could otherwise be provided to back-of-the house staff to close that pay gap. This dynamic is likely most acute for restaurants at the highest end of the price spectrum. Servers in lower-priced restaurants are more likely to receive the intended benefits of a minimum wage increase.

The County's process for exploring a local minimum wage took place on a relatively tight timeline, because of HB19-1210's 10% limitation on the number of jurisdictions permitted to enact such regulations. We were concerned that a lack of prompt action in Summit County could result in our missing out on this local authority if actions by other jurisdictions satisfied the 10% threshold. At this time, we are only aware of the City and County of Denver pursuing a local minimum wage. However, other jurisdictions may be conducting their own analysis less publicly. Summit County should continue to monitor activity in this area.

During the last two meetings of the local Work Group, participants were organized into three small groups, each with a specific topic and direction to develop recommendations for the Board of County Commissioners relative to its consideration of local minimum wage adjustments. The small group topics were:

- Setting the minimum wage: state or local
- Summit County affordability
- Future legislative modifications to HB19-1210

It has been evident from the beginning of the discussion and throughout the Work Group process that participants hold very strong opinions for and against the implementation of a local minimum wage. Although there was considerable information collected and shared throughout the process, individual positions did not appear to change significantly from start to finish, and this was especially clear in the small group discussions. The intractability of participants' positions made it difficult or impossible for the groups to reach consensus or provide clear recommendations to the board. However, the groups did offer some themes and suggestions:

Setting the minimum wage: state or local: This group expressed support for local control, but noted concerns about possible lack of uniformity in minimum wage regulations across Summit County and its towns. Some members of this group also felt the state should address the tip offset

concerns, and that if an increase is enacted, it shouldn't be the maximum increase allowed under the law. Other members of the group advocated strongly in favor of a minimum wage increase, saying it would be an important strategy to support some of the most vulnerable members of our community, noting that Summit County's extremely high cost of living makes the case for a minimum wage increase especially strong here.

Summit County affordability: This group discussed the Summit Prosperity Initiative and suggested that we continue to monitor its activities and support its efforts to “considerably improve the overall livability for the residents of Summit County” through economic prosperity and resiliency. They identified four components of affordability:

- Minimum wage
- Health care
- Housing
- Child care

The group said that each of these components has a role in improving affordability within our community. They also suggested that more data and analysis would be valuable to the discussion and wanted to explore the gap between the minimum wage and a livable wage. Issues raised included the possibility of dividing the county if adjustments are not uniform, questioning the appropriateness of government action, concerns about the tip offset in the restaurant industry, and other potential unintended consequences of a local minimum wage adjustment.

Future legislative modifications to HB19-1210: This group proposed three primary changes:

- Elimination of the \$3.02 tip offset at the local level
- Removal of the 10% limit on the number of local governments adopting a local minimum wage, as it creates a false sense of pressure to act
- Removal of the uniformity component that applies minimum wage to all wage earners, with no exception other than minors.

The group also discussed concerns about local disparities if all jurisdictions do not implement within Summit County, which is a concern voiced by the large group as well. This concern relates to the administrative burden placed on businesses with minimum wage employees who work in multiple jurisdictions. This administrative burden could be eliminated by such businesses by paying their minimum wage workers the higher minimum wage rate, regardless of which jurisdiction(s) they work in, and many of the positions operating in multiple jurisdictions – such as plumbers, electricians or other tradespeople they are likely earning well above the current minimum wage. This group suggested more data about the distribution of minimum wage workers would be worthwhile. There was also some discussion of a statewide small business exclusion.

Following the reporting out by each of the small groups, representatives from the towns shared feedback from their councils. All of the towns were interested in the outcome of this process and any recommendations that it may offer.

- Town of Blue River: Split; supports local control but wants more information.
- Town of Breckenridge: Seeking more data, no plans to implement a local minimum wage at this time.
- Town of Dillon: The council is split on the topic.
- Town of Frisco: The council is split but has not expressed support for an increased local minimum wage. They will be discussing the topic in January.
- Town of Silverthorne: The council is strongly opposed to a local minimum wage.

Summit County and our local towns work cooperatively on many programs, projects and issues. The Board of County Commissioners should consider the implications adoption of a local minimum wage within unincorporated Summit County may have on intergovernmental relations with local towns if consistency is not achieved.

One member of the Work Group noted that this topic is being actively discussed within the local workforce, and some people would like to see it presented as a ballot question, perhaps as a straw poll. This idea met some resistance from the group as it was suggested that the question would confuse voters, who would view the ballot item as a definitive vote for or against a perceived pay raise for low-wage workers. Not surprisingly the survey indicated strong worker support for a local minimum wage. The group felt strongly that the legislative issues should be addressed – the tip offset being critical – and that if that matter is resolved, support for the implementation of a local minimum wage may increase.

Staff Recommendation

As the facilitator of the Work Group process, it is clear to me that this is an important topic within the community; strong opinions are held by both supporters and opponents. I have also come to realize that it is unlikely that stakeholders will reach a consensus, as positions are firmly entrenched on the matter.

The implementation of a local minimum wage could have recruitment and retention benefits for employers and employees and improve employees ability to live and work within Summit County. Businesses in impacted industries could see impacts to profits or increase the cost of goods and services, as labor by low-wage employees constitute a significant share of their operational expenses. However, based on reports from workers and business owners, a substantial proportion of local businesses already pay well above minimum wage, even to their entry-level staff. Survey results that support this assertion and show a relatively small percentage employees earning below \$14 per hour, suggesting that the impacts of a modest minimum wage increase would have little to no negative impact to the local economy.

A modest increase in the local minimum wage would preserve Summit County's authority to implement future minimum wage adjustments, based on local economic conditions and community benefits. Staff and the Work Group certainly agree that affordability with Summit County is challenging, and staff suggests that a local minimum wage would serve as a valuable tool in positively impacting affordability for our lowest-wage workers.

Staff recommends that the Board of County Commissioners advocate for legislative modifications to the state law to remove or reduce the tip offset provision from a local minimum

wage, possibly leaving the local tip offset wage at the statewide rate defined by the State of Colorado. Such a modification may increase support among the business community as well as local towns for a local minimum wage.

Staff recommends continued dialogue among the County and local towns on this subject, in an effort to implement a consistent local minimum wage across Summit County's seven jurisdictions.

Staff recommends that while discussions with the local towns continue and any state advocacy efforts are underway, the Board of County Commissioners consider the implementation of annual local minimum wage increases of between \$0.50/hour and \$1.00/hour, beginning January 1, 2021, within unincorporated Summit County. Increases would be well below the amount allowed by HB19-1210 and a schedule could be developed to reach a target of \$15/hour. Local businesses would have appropriate time to anticipate and prepare for these adjustments and the Board of County Commissioners could adjust the schedule should unintended negative consequences arise. A document showing several increase options and the estimated state cost of living adjustment is included in this packet for your review as Attachment E.

Staff requests direction from the Board of County Commissioners regarding their desire to; advocate for legislative changes to local minimum wage authority, continue discussions with local towns on the topic, and consider implementation of a local minimum wage within unincorporated Summit County and if so, the timing for such consideration.

An Act

HOUSE BILL 19-1210

BY REPRESENTATIVE(S) Melton and Galindo, Arndt, Benavidez, Buckner, Buentello, Caraveo, Coleman, Duran, Exum, Gonzales-Gutierrez, Herod, Jackson, Kennedy, McLachlan, Michaelson Jenet, Mullica, Singer, Sirota, Sullivan, Weissman, Bird, Garnett, Hansen, Hooton, Kipp, Lontine, Valdez A., Cutter, Jaquez Lewis, McCluskie;
also SENATOR(S) Danielson and Moreno, Court, Fields, Foote, Ginal, Gonzales, Lee, Pettersen, Rodriguez, Story, Todd, Zenzinger.

CONCERNING THE REPEAL OF THE PROHIBITIONS ON A LOCAL GOVERNMENT
ESTABLISHING MINIMUM WAGE LAWS WITHIN ITS JURISDICTION.

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

SECTION 1. Legislative declaration. (1) The general assembly hereby finds and declares that:

(a) Despite a statewide minimum wage rate, many Colorado workers struggle to afford the basic necessities of life;

(b) The cost of living can vary significantly from one community to another in Colorado;

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

(c) Addressing the minimum wage needs of workers is a matter of both state and local concern;

(d) Local minimum wage laws that can exceed the minimum wage required by state law offer local governments a way to address the particular minimum wage needs of workers and businesses in their jurisdiction;

(e) Studies of local minimum wage laws have shown that such laws can increase earnings for workers without negatively affecting employment;

(f) While state minimum wage laws can set a useful floor for workers and businesses, local governments should be able to listen to their residents and enact local minimum wage laws that better address their unique needs; and

(g) Ensuring that workers in Colorado can support themselves and their families benefits the larger economy and well-being of the state.

(2) Therefore, it is the intent of the general assembly to address the needs of workers across the state by empowering local governments to adopt local minimum wage laws requiring a higher minimum wage than the state when local governments determine that such laws are in the best interest of their jurisdiction.

SECTION 2. In Colorado Revised Statutes, **add** part 14 to article 1 of title 29 as follows:

PART 14
AUTHORITY OF LOCAL GOVERNMENT
TO ENACT MINIMUM WAGE

29-1-1401. Authority of a local government to enact minimum wage laws - definition. (1) A LOCAL GOVERNMENT MAY ENACT A LAW ESTABLISHING A MINIMUM WAGE FOR INDIVIDUALS PERFORMING WORK WHILE PHYSICALLY WITHIN THE LOCAL GOVERNMENT'S JURISDICTION IN ACCORDANCE WITH SECTION 8-6-101.

(2) AS USED IN THIS SECTION, "LOCAL GOVERNMENT" MEANS A:

(a) CITY;

- (b) HOME RULE CITY;
- (c) TOWN;
- (d) TERRITORIAL CHARTER CITY;
- (e) CITY AND COUNTY;
- (f) COUNTY; OR
- (g) HOME RULE COUNTY.

SECTION 3. In Colorado Revised Statutes, 8-3-102, **amend** (1) introductory portion; and **repeal** (1)(g)(II), (1)(g)(II.5), and (1)(g)(III) as follows:

8-3-102. Legislative declaration. (1) The public policy of the state as to employment relations and collective bargaining, in the furtherance of which this ~~article~~ ARTICLE 3 is enacted, is declared to be as follows:

~~(g) (II) No unit of local government, whether by acting through its governing body or an initiative, a referendum, or any other process, shall enact any jurisdiction-wide law or ordinance with respect to minimum wages unless specifically authorized to do so by this article; except that a unit of local government may set minimum wages paid to its own employees.~~

~~(II.5) Notwithstanding the provisions of subparagraph (II) of this paragraph (g), any local government regulation or law pertaining to minimum wages in effect as of January 1, 1999, shall remain in full force and effect until such law is repealed by the local government entity that enacted the law.~~

~~(III) If it is determined by the officer or agency responsible for distributing federal moneys to a local government that compliance with this paragraph (g) may cause denial of federal moneys that would otherwise be available or would otherwise be inconsistent with requirements of federal law, this section shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements.~~

SECTION 4. In Colorado Revised Statutes, 8-6-101, **amend** (3); **repeal** (2); and **add** (4), (5), (6), (7), (8), (9), and (10) as follows:

8-6-101. Legislative declaration - minimum wage of workers - authority of a local government to enact minimum wage laws - enforcement - definition. (2) ~~The general assembly hereby finds and determines that issues related to the wages of workers in Colorado have important statewide ramifications for the labor force in this state. The general assembly, therefore, declares that the minimum wages of workers in this state are a matter of statewide concern:~~

(3) (a) (I) ~~No unit of local government, whether by acting through its governing body or an initiative, a referendum, or any other process, shall enact any jurisdiction-wide laws with respect to minimum wages, except that a unit of local government may set minimum wages paid to its own employees~~ NOTWITHSTANDING ANY OTHER PROVISION OF LAW, A LOCAL GOVERNMENT MAY ENACT THROUGH ITS GOVERNING BODY OR, WHEN AVAILABLE, THROUGH ITS INITIATIVE OR REFERENDUM POWERS, A LAW ESTABLISHING MINIMUM WAGES FOR INDIVIDUALS PERFORMING, OR EXPECTED TO PERFORM, FOUR OR MORE HOURS OF WORK FOR AN EMPLOYER IN ANY GIVEN WEEK WITHIN THE GEOGRAPHIC BOUNDARIES OF THE LOCAL GOVERNMENT'S JURISDICTION. MINIMUM WAGES ESTABLISHED IN ACCORDANCE WITH THIS SECTION MAY EXCEED THE STATEWIDE MINIMUM WAGE ESTABLISHED IN ACCORDANCE WITH SECTION 15 OF ARTICLE XVIII OF THE STATE CONSTITUTION, ANY OTHER MINIMUM WAGE ESTABLISHED BY STATE LAW, OR ANY MINIMUM WAGE ESTABLISHED BY FEDERAL LAW; EXCEPT THAT A LOCAL GOVERNMENT THAT ENACTS A MINIMUM WAGE IN ACCORDANCE WITH THIS SUBSECTION (3) SHALL PROVIDE A TIP OFFSET FOR EMPLOYEES OF ANY BUSINESS OR ENTERPRISE THAT PREPARES AND OFFERS FOR SALE FOOD OR BEVERAGES FOR CONSUMPTION EITHER ON OR OFF THE PREMISES EQUAL TO THE TIP OFFSET PROVIDED IN SECTION 15 OF ARTICLE XVIII OF THE STATE CONSTITUTION. THE TIP OFFSET APPLIES ONLY TO EMPLOYEES WHO REGULARLY RECEIVE TIPS AND ONLY WHEN A TIP OFFSET IS PERMITTED BY STATE LAW. A LOCAL GOVERNMENT SHALL NOT INCLUDE IN ITS MINIMUM WAGE LAW TIME SPENT IN THE LOCAL GOVERNMENT'S JURISDICTION BY AN EMPLOYEE SOLELY FOR THE PURPOSE OF TRAVELING THROUGH THE LOCAL GOVERNMENT'S JURISDICTION FROM A POINT OF ORIGIN OUTSIDE OF THE LOCAL GOVERNMENT'S BOUNDARIES TO A DESTINATION OUTSIDE OF THE LOCAL GOVERNMENT'S BOUNDARIES, WITH NO EMPLOYMENT-RELATED OR COMMERCIAL STOPS IN THE LOCAL

GOVERNMENT'S JURISDICTION, EXCEPT FOR REFUELING OR THE EMPLOYEE'S PERSONAL MEALS OR ERRANDS.

(II) ALL ADULT EMPLOYEES AND EMANCIPATED MINORS, WHETHER EMPLOYED ON AN HOURLY, PIECEWORK, COMMISSION, TIME, TASK, OR OTHER BASIS, SHALL BE PAID NOT LESS THAN THE MINIMUM WAGE ENACTED BY THE LOCAL GOVERNMENT THROUGH ITS GOVERNING BODY OR THROUGH INITIATIVE OR REFERENDUM POWERS.

~~(b) Notwithstanding the provisions of paragraph (a) of this subsection (3), any local government regulation or law pertaining to minimum wages in effect as of January 1, 1999, shall remain in full force and effect until such law is repealed by the local government entity that enacted the law.~~ A LOCAL GOVERNMENT THAT ENACTS A MINIMUM WAGE LAW IN ACCORDANCE WITH THIS SUBSECTION (3) MAY ADOPT PROVISIONS FOR THE LOCAL ENFORCEMENT OF THE LAW, INCLUDING:

(I) A PRIVATE RIGHT OF ACTION TO ENFORCE THE REQUIREMENT IN A COURT OF COMPETENT JURISDICTION;

(II) AT LEVELS THAT MAY EXCEED THOSE SET BY STATE LAW:

(A) FINES AND PENALTIES;

(B) PAYMENT OF UNPAID WAGES OR UNPAID OVERTIME BASED ON THOSE WAGES;

(C) LIQUIDATED DAMAGES;

(D) INTEREST;

(E) COSTS AND ATTORNEY FEES PAYABLE TO ANY AFFECTED PREVAILING EMPLOYEE; AND

(F) COSTS AND ATTORNEY FEES PAYABLE TO THE LOCAL GOVERNMENT OR ITS DESIGNATED ENFORCEMENT DEPARTMENTS;

(III) PROCEDURES FOR THE LOCAL GOVERNMENT TO ORDER ANY APPROPRIATE OR EQUITABLE RELIEF; AND

(IV) OTHER PROVISIONS NECESSARY FOR THE EFFICIENT AND COST-EFFECTIVE ENFORCEMENT OF A LOCAL MINIMUM WAGE LAW.

~~(c) (I) If it is determined by the officer or agency responsible for distributing federal moneys to a local government that compliance with this subsection (3) may cause denial of federal moneys that would otherwise be available or would otherwise be inconsistent with requirements of federal law, this section shall be suspended, but only to the extent necessary to prevent denial of the moneys or to eliminate the inconsistency with federal requirements. EXCEPT AS PROVIDED IN SUBSECTION (3)(c)(II) OF THIS SECTION, A LOCAL MINIMUM WAGE ADOPTED BY A COUNTY IS ONLY ENFORCEABLE WITHIN THE UNINCORPORATED PORTION OF THE COUNTY.~~

(II) ONE OR MORE CONTIGUOUS COUNTIES AND ANY MUNICIPALITY WITHIN EACH COUNTY MAY ENTER INTO INTERGOVERNMENTAL AGREEMENTS TO ESTABLISH A LOCAL MINIMUM WAGE LAW WITHIN THE UNINCORPORATED PORTION OF EACH COUNTY AND WITHIN EACH MUNICIPALITY. AN INTERGOVERNMENTAL AGREEMENT ENTERED INTO IN ACCORDANCE WITH THIS SUBSECTION (3)(c) MUST ESTABLISH THE MANNER IN WHICH A LOCAL GOVERNMENT MINIMUM WAGE LAW WILL BE ENFORCED AND ADMINISTERED.

(d) BEFORE ENACTING A MINIMUM WAGE LAW, A LOCAL GOVERNMENT SHALL CONSULT WITH SURROUNDING LOCAL GOVERNMENTS AND ENGAGE STAKEHOLDERS, INCLUDING CHAMBERS OF COMMERCE, SMALL AND LARGE BUSINESSES, BUSINESSES THAT EMPLOY TIPPED WORKERS, WORKERS, LABOR UNIONS, AND COMMUNITY GROUPS.

(4) FOR PURPOSES OF THIS SECTION, "LOCAL GOVERNMENT" MEANS A:

- (a) CITY;
- (b) HOME RULE CITY;
- (c) TOWN;
- (d) TERRITORIAL CHARTER CITY;
- (e) CITY AND COUNTY;

(f) COUNTY; OR

(g) HOME RULE COUNTY.

(5) IF ANY PROVISION OF THIS SECTION IS FOUND BY A COURT OF COMPETENT JURISDICTION TO BE UNCONSTITUTIONAL, THE REMAINING PROVISIONS OF THIS SECTION ARE VALID, UNLESS IT APPEARS TO THE COURT THAT THE VALID PROVISIONS OF THIS SECTION ARE SO ESSENTIALLY AND INSEPARABLY CONNECTED WITH, AND SO DEPENDENT UPON, THE VOID PROVISION THAT IT CANNOT BE PRESUMED THE LEGISLATURE WOULD HAVE ENACTED THE VALID PROVISIONS WITHOUT THE VOID ONE; OR UNLESS THE COURT DETERMINES THAT THE VALID PROVISIONS, STANDING ALONE, ARE INCOMPLETE AND ARE INCAPABLE OF BEING EXECUTED IN ACCORDANCE WITH THE LEGISLATIVE INTENT.

(6) A LOCAL GOVERNMENT THAT ENACTS A LOCAL MINIMUM WAGE LAW PURSUANT TO THIS SECTION MUST SPECIFY THAT AN INCREASE IN THE LOCAL MINIMUM WAGE MUST TAKE EFFECT ON THE SAME DATE AS A SCHEDULED INCREASE TO THE STATEWIDE MINIMUM WAGE REQUIRED UNDER SECTION 15 OF ARTICLE XVIII OF THE STATE CONSTITUTION.

(7) IF A LOCAL GOVERNMENT ENACTS A LOCAL MINIMUM WAGE LAW REQUIRING A MINIMUM WAGE THAT EXCEEDS THE STATEWIDE MINIMUM WAGE, THE LOCAL GOVERNMENT MAY ONLY INCREASE THE LOCAL MINIMUM WAGE EACH YEAR BY UP TO ONE DOLLAR AND SEVENTY-FIVE CENTS OR FIFTEEN PERCENT, WHICHEVER IS HIGHER, UNTIL THE LOCAL MINIMUM WAGE REACHES THE AMOUNT ENACTED BY THE LOCAL GOVERNMENT.

(8) (a) BY JULY 1, 2021, THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF LABOR AND EMPLOYMENT SHALL ISSUE A WRITTEN REPORT REGARDING LOCAL MINIMUM WAGE LAWS IN THE STATE. THE REPORT MUST INCLUDE THE LOCATION, NATURE, AND SCOPE OF ENACTED LOCAL MINIMUM WAGE LAWS. TO THE EXTENT FEASIBLE, THE EXECUTIVE DIRECTOR SHALL ALSO INCLUDE IN THE REPORT ECONOMIC DATA, INCLUDING JOBS, EARNINGS, AND SALES TAX REVENUE, IN THE JURISDICTION OF ANY LOCAL GOVERNMENT THAT HAS ENACTED A LOCAL MINIMUM WAGE LAW PURSUANT TO THIS SECTION, AS WELL AS DATA FOR NEIGHBORING JURISDICTIONS, RELEVANT REGIONS, AND THE STATE. THE REPORT MAY INCLUDE RECOMMENDATIONS FOR POSSIBLE IMPROVEMENTS TO THIS SECTION.

(b) THE EXECUTIVE DIRECTOR SHALL UPDATE THE REPORT BY JULY 1 EACH YEAR THEREAFTER IF AN ADDITIONAL LOCAL GOVERNMENT ENACTS A MINIMUM WAGE LAW AFTER JULY 1 OF THE YEAR PRIOR.

(c) (I) THE EXECUTIVE DIRECTOR SHALL SUBMIT THE REPORT REQUIRED IN THIS SUBSECTION (8) TO THE SENATE LOCAL GOVERNMENT COMMITTEE AND THE HOUSE OF REPRESENTATIVES TRANSPORTATION AND LOCAL GOVERNMENT COMMITTEE, OR THEIR SUCCESSOR COMMITTEES.

(II) NOTWITHSTANDING SECTION 24-1-136 (11)(a)(I), THE REPORT REQUIRED IN THIS SUBSECTION (8) CONTINUES INDEFINITELY.

(9) (a) THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF LABOR AND EMPLOYMENT SHALL NOTIFY THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING IF A LOCAL GOVERNMENT ENACTS A MINIMUM WAGE THAT EXCEEDS THE STATEWIDE MINIMUM WAGE.

(b) IF THE EXECUTIVE DIRECTOR OF THE DEPARTMENT OF HEALTH CARE POLICY AND FINANCING RECEIVES NOTICE PURSUANT TO SUBSECTION (9)(a) OF THIS SECTION, THE EXECUTIVE DIRECTOR SHALL, AS SOON AS PRACTICABLE, SUBMIT A REPORT TO THE JOINT BUDGET COMMITTEE WITH RECOMMENDATIONS ABOUT WHETHER PROVIDER RATES, WITH THE EXCEPTION OF RATES FOR AN ELIGIBLE NURSING FACILITY PROVIDER AS DEFINED IN SECTION 25.5-6-201 (15.5), NEED TO BE INCREASED TO ACCOMMODATE THE LOCAL GOVERNMENT'S MINIMUM WAGE INCREASE AND IF ESTABLISHING A FUND TO PASS THROUGH THOSE INCREASES TO FACILITIES IN THE JURISDICTION OF THE LOCAL GOVERNMENT THAT HAS RAISED THE MINIMUM WAGE IS NECESSARY.

(c) NOTWITHSTANDING SECTION 24-1-136 (11)(a)(I), THE REPORT REQUIRED IN THIS SUBSECTION (9) CONTINUES INDEFINITELY.

(10) (a) IF AT ANY POINT TEN PERCENT OF LOCAL GOVERNMENTS IN THE STATE HAVE ENACTED A LOCAL MINIMUM WAGE LAW PURSUANT TO THIS SECTION, A LOCAL GOVERNMENT THAT HAS NOT PREVIOUSLY ENACTED A LOCAL MINIMUM WAGE LAW SHALL NOT ENACT A LOCAL MINIMUM WAGE LAW PURSUANT TO THIS SECTION UNTIL THE GENERAL ASSEMBLY HAS AMENDED THIS SECTION TO AUTHORIZE ADDITIONAL LOCAL GOVERNMENTS TO ENACT LOCAL MINIMUM WAGE LAWS. A LOCAL GOVERNMENT THAT

ENACTED A LOCAL MINIMUM WAGE LAW PRIOR TO THE POINT AT WHICH TEN PERCENT OF LOCAL GOVERNMENTS HAVE ENACTED A LOCAL MINIMUM WAGE LAW MAY CONTINUE TO AMEND THAT LAW.

(b) FOR PURPOSES OF DETERMINING WHETHER TEN PERCENT OF LOCAL GOVERNMENTS IN THE STATE HAVE ENACTED A LOCAL MINIMUM WAGE LAW PURSUANT TO THIS SECTION, WHEN A COUNTY ENACTS A LOCAL MINIMUM WAGE LAW, IF A LOCAL MINIMUM WAGE LAW IS ENACTED BY ANY LOCAL GOVERNMENT LOCATED WITHIN THAT COUNTY, ONLY THE COUNTY'S MINIMUM WAGE LAW COUNTS TOWARD THE CALCULATION OF THE TEN PERCENT. IF LOCAL GOVERNMENTS ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ON THE ENFORCEMENT OR ADMINISTRATION OF LOCAL MINIMUM WAGE POLICIES, THAT WILL ONLY BE COUNTED AS ONE LOCAL MINIMUM WAGE FOR DETERMINING THE CALCULATION OF THE TEN PERCENT.

SECTION 5. In Colorado Revised Statutes, 8-12-102, **repeal** (2) as follows:

8-12-102. Legislative declaration. (2) ~~(a) The general assembly hereby finds and determines that certain issues related to youth employment in Colorado have important statewide ramifications for the labor force in this state. In particular, the general assembly declares that the issue of minimum wages, as it relates to youth employment in this state, is a matter of statewide concern.~~

~~(b) No unit of local government, whether by acting through its governing body or an initiative, a referendum, or any other process, shall enact any jurisdiction-wide law or ordinance with respect to the minimum wages earned by young people unless otherwise specifically authorized to do so by this article, except that a unit of local government may enact such provisions with respect to its own employees.~~

SECTION 6. In Colorado Revised Statutes, 25.5-6-201, **add** (15.5) and (20.5) as follows:

25.5-6-201. Special definitions relating to nursing facility reimbursement. As used in this part 2, unless the context otherwise requires:

(15.5) "ELIGIBLE NURSING FACILITY PROVIDER" MEANS A NURSING

FACILITY PROVIDER THAT IS LOCATED:

(a) WITHIN THE JURISDICTION OF A LOCAL GOVERNMENT THAT HAS INCREASED ITS LOCAL MINIMUM WAGE ABOVE THE STATEWIDE MINIMUM WAGE; OR

(b) ADJACENT TO A LOCAL GOVERNMENT THAT HAS INCREASED ITS LOCAL MINIMUM WAGE ABOVE THE STATEWIDE MINIMUM WAGE AND THE NURSING FACILITY HAS VOLUNTARILY AGREED TO RAISE THE WAGE OF ALL EMPLOYEES TO THE SAME AMOUNT AND IN THE SAME MANNER AS THE ADJACENT LOCAL GOVERNMENT.

(20.5) "LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT" MEANS A SUPPLEMENTAL PAYMENT TO AN ELIGIBLE NURSING FACILITY PROVIDER THAT IS SUBJECT TO AVAILABLE APPROPRIATIONS AND NOT A RATE ENHANCEMENT.

SECTION 7. In Colorado Revised Statutes, add 25.5-6-208 as follows:

25.5-6-208. Nursing facility provider reimbursement - rules - definition. (1) (a) THE EXECUTIVE DIRECTOR SHALL, BY RULE, ESTABLISH A PROCESS FOR ELIGIBLE NURSING FACILITY PROVIDERS TO APPLY FOR A LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT WHENEVER A LOCAL GOVERNMENT INCREASES ITS MINIMUM WAGE ABOVE THE STATEWIDE MINIMUM WAGE. IF A LOCAL GOVERNMENT INCREASES ITS MINIMUM WAGE ABOVE THE STATEWIDE MINIMUM WAGE, THE GENERAL ASSEMBLY SHALL APPROPRIATE ENOUGH MONEY TO THE STATE DEPARTMENT TO COVER THE LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT FOR ALL ELIGIBLE NURSING FACILITY PROVIDERS. ANY PAYMENT MADE PURSUANT TO THIS SECTION MUST NOT OCCUR UNTIL THE LOCAL GOVERNMENT MINIMUM WAGE LAW TAKES EFFECT.

(b) THE RULES MUST PROVIDE:

(I) THAT WAGE ENHANCEMENT PAYMENTS ARE AVAILABLE TO ANY ELIGIBLE NURSING FACILITY PROVIDER; AND

(II) THE FORM AND MANNER IN WHICH AN ELIGIBLE NURSING FACILITY PROVIDER MAY APPLY TO THE STATE DEPARTMENT FOR WAGE

ENHANCEMENT PAYMENTS. THE FORM MUST REQUIRE THE ELIGIBLE NURSING FACILITY PROVIDER TO DEMONSTRATE THE DIFFERENCE BETWEEN THE ACTUAL WAGES OF NURSING FACILITY PROVIDER EMPLOYEES AT THE TIME THE LOCAL GOVERNMENT WAGE INCREASE GOES INTO EFFECT AND THE LOCALLY ENACTED MINIMUM WAGE.

(2) SUBJECT TO AVAILABLE APPROPRIATIONS, A LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT SHALL BE CALCULATED AND PAID TO ELIGIBLE NURSING FACILITY PROVIDERS BY DETERMINING THE TOTAL AMOUNT OF FUNDING NEEDED TO INCREASE THE MINIMUM WAGE OF ALL EMPLOYEES AT AN ELIGIBLE NURSING FACILITY PROVIDER TO THE LOCALLY ENACTED MINIMUM WAGE MULTIPLIED BY THE FACTOR OF THE MEDICAID CENSUS OF EACH PROVIDER.

(3) (a) SUBJECT TO AVAILABLE APPROPRIATIONS, FOR THE PURPOSE OF REIMBURSING AN ELIGIBLE NURSING FACILITY PROVIDER FOR A LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT, THE STATE DEPARTMENT SHALL ESTABLISH AND ANNUALLY READJUST A PAYMENT SCHEDULE.

(b) TO REQUEST A LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT, AN ELIGIBLE NURSING FACILITY SHALL ANNUALLY SUBMIT:

(I) THE DIFFERENCE BETWEEN THE ACTUAL WAGE RATE OF NURSING FACILITY PROVIDER EMPLOYEES AND THE LOCAL MINIMUM WAGE RATE APPLICABLE TO THOSE NURSING FACILITY PROVIDER'S EMPLOYEES THAT ARE ELIGIBLE FOR AN INCREASED LOCAL MINIMUM WAGE RATE. A NURSING FACILITY PROVIDER'S EMPLOYEE'S WAGE RATE MUST EQUAL OR EXCEED THE MINIMUM WAGE RATE REQUIRED BY STATE OR FEDERAL LAW.

(II) THE NUMBER OF ELIGIBLE NURSING FACILITY PROVIDER'S EMPLOYEES BY PROVIDER, CURRENT WAGE RATE OF THE EMPLOYEES, AND WAGE RATE OF THE EMPLOYEES AFTER A LOCAL MINIMUM WAGE LAW GOES INTO EFFECT.

(c) AN ELIGIBLE NURSING FACILITY PROVIDER SHALL SUBMIT AN APPLICATION WITH THE INFORMATION REQUIRED IN THIS SECTION FOR EACH YEAR IN WHICH THE ELIGIBLE NURSING FACILITY PROVIDER SEEKS A LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT.

(4) A LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT MADE

PURSUANT TO THIS SECTION IS IN EFFECT AS LONG AS THE LOCAL MINIMUM WAGE APPLICABLE TO ELIGIBLE NURSING FACILITY PROVIDER EMPLOYEES PERFORMING WORK WITHIN THE LOCAL JURISDICTION EXCEEDS THE STATEWIDE MINIMUM WAGE.

(5) (a) AN ELIGIBLE NURSING FACILITY PROVIDER THAT RECEIVES A LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT PURSUANT TO THIS SECTION SHALL:

(I) USE THE PAYMENTS ONLY TO INCREASE THE COMPENSATION FOR ELIGIBLE NURSING FACILITY PROVIDER EMPLOYEES AND NOT FOR ANY OTHER EXPENDITURES; AND

(II) TRACK AND REPORT HOW THE PAYMENTS ARE USED FOR ELIGIBLE NURSING FACILITY EMPLOYEES ON AN ANNUAL BASIS.

(b) THE EXECUTIVE DIRECTOR MAY REQUEST INFORMATION FROM A NURSING FACILITY PROVIDER THAT RECEIVES A LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT UNDER THIS SECTION REGARDING THE USE OF SUCH PAYMENT.

(c) IF AN ELIGIBLE NURSING FACILITY PROVIDER DOES NOT USE ONE HUNDRED PERCENT OF THE LOCAL MINIMUM WAGE ENHANCEMENT PAYMENT RECEIVED PURSUANT TO THIS SECTION TO INCREASE THE COMPENSATION FOR THE ELIGIBLE NURSING FACILITY PROVIDER'S EMPLOYEES, THE EXECUTIVE DIRECTOR MAY RECOUP ANY OR ALL OF THE IMPROPERLY USED PAYMENTS. THE EXECUTIVE DIRECTOR MAY PROMULGATE RULES FOR THE NOTIFICATION, VIOLATION, AND PROCESS REGARDING AN ELIGIBLE NURSING FACILITY'S IMPROPER USE OF LOCAL MINIMUM WAGE ENHANCEMENT PAYMENTS.

(6) PAYMENTS RECEIVED UNDER THIS SECTION SHALL OFFSET COSTS REPORTED ON THE MED-13 COST REPORT WHEN CALCULATING NURSING FACILITY PROVIDER PER DIEM REIMBURSEMENT UNDER 10 CCR 2505.

SECTION 8. Act subject to petition - effective date. This act takes effect January 1, 2020; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within the ninety-day period after final adjournment of the general assembly, then the act, item, section, or part will not take effect unless approved by the people at the general election to be

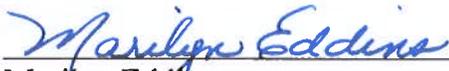
held in November 2020 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



KC Becker
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Leroy M. Garcia
PRESIDENT OF
THE SENATE

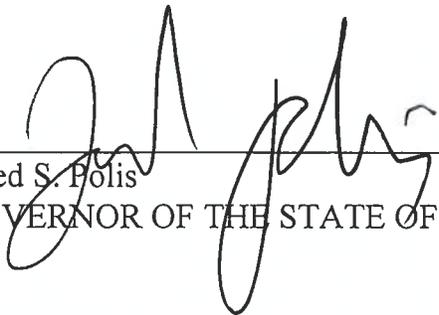


Marilyn Eddins
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED May 28, 2019 at 4:23 p.m.
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

Summit County Local Minimum Wage



July 23, 2019



Key Topics

- Overview of legislation
- Local area workforce and wage data and insights
- Discussion of next steps



Overview of HB 19-1210 “Local Government Minimum Wage”



H.B. 19-1210

Any local government may enact a law establishing a minimum wage for individuals performing work while physically within... [its] jurisdiction.

CRS 29-1-1201(1)

Before enacting any minimum wage, a local government must consult surrounding local governments and stakeholders, including chambers of commerce, small and large businesses, businesses that employ tipped workers, workers, labor unions, and community groups.

CRS 8-6-101(3)(d)



Local Government

“Should be able to listen to their residents and enact local minimum wage laws that better address their unique needs...”

- A. City
- B. Home rule city
- C. Town
- D. Territorial charter city
- E. City and county
- F. County
- G. Home rule county

Contiguous Areas

“A local minimum wage adopted by a county is only enforceable within the unincorporated areas of the county”, unless an agreement is established among

- A. One or more contiguous counties
- B. Any municipality within each county
- C. Requires an intergovernmental agreement, which must also include how minimum wage law will be enforced and administered

Wage Increases

- A. Must take effect on the same date as statewide minimum wage changes (increase to \$12.00 on 1/1/20, and on January 1 thereafter)
- B. Must provide a state tip offset for tipped employees
- C. May not increase by more than \$1.75 or 15% per annum, whichever is greater
- D. May apply only to adults and emancipated minors
- E. Must apply to individuals performing, or expected to perform 4 or more hours of work for an employer within the geographic boundaries, regardless of residence of employee
- F. Must apply to ALL employees, regardless of the nature of work

Enforcement Methods

A local government may adopt any of the following enforcement provisions:

- A. Private right to sue
- B. Payment of all unpaid wages
- C. Liquidated damages
- D. Fines and penalties
- E. Interest
- F. Cost and attorney fees, payable to any affected employee as well as local government or designated enforcement entity
- G. Procedures to order appropriate or equitable relief
- H. Other provisions necessary for efficient and cost-effective enforcement of local wage law

Miscellaneous Provisions

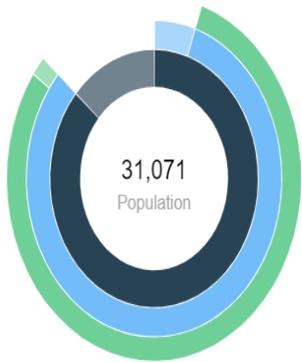
- A. If and when 10% of local governments enact a minimum wage law (to include a county, or an IGA, as one occurrence), no further local areas will be allowed to enact such a law without action by the General Assembly
- B. Affected nursing facility providers in or adjacent to a local area that has passed a minimum wage law may apply for enhancement payments from the state, due to the increased cost of care

Local Area Workforce and Wage Data



Data: Workforce Overview

2018 Labor Force Breakdown

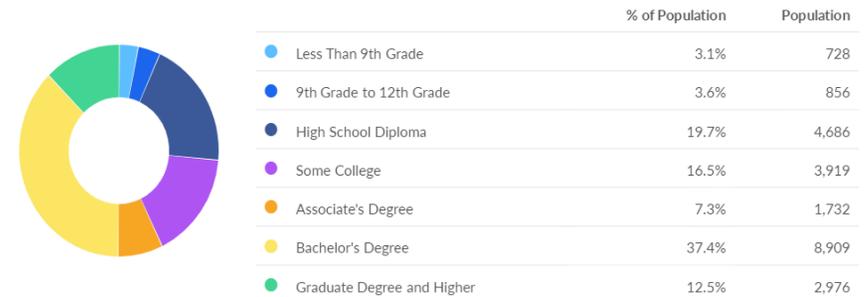


	Population
● Total Working Age Population	26,844
● Not in Labor Force (15+)	1,599
● Labor Force	25,245
● Employed	24,695
● Unemployed	550
● Under 15	4,227

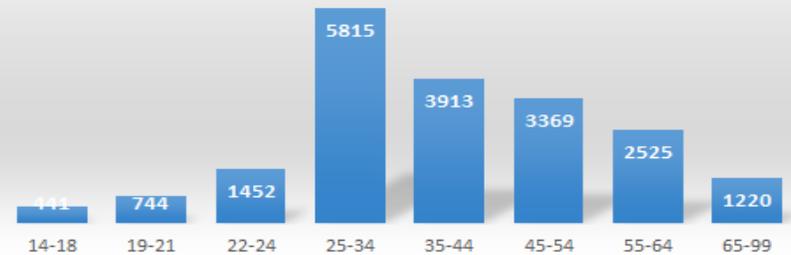
- 73.6 % of population with at least some college education
- 2,520 job openings (9/11/2019)
- 386 Unemployed (July 2019)
- 1.7% unemployment (July 2019)
- \$19.10 (Average Hourly Wage (1st Quarter 2019))
- 50% of workforce between ages of 25-44
- Average U.S. student debt burden is \$33,636 or a monthly payment of \$331 per borrower

Educational Attainment

Concerning educational attainment, 37.4% of Summit County, CO residents possess a Bachelor's Degree (18.8% above the national average), and 7.3% hold an Associate's Degree (0.7% below the national average).

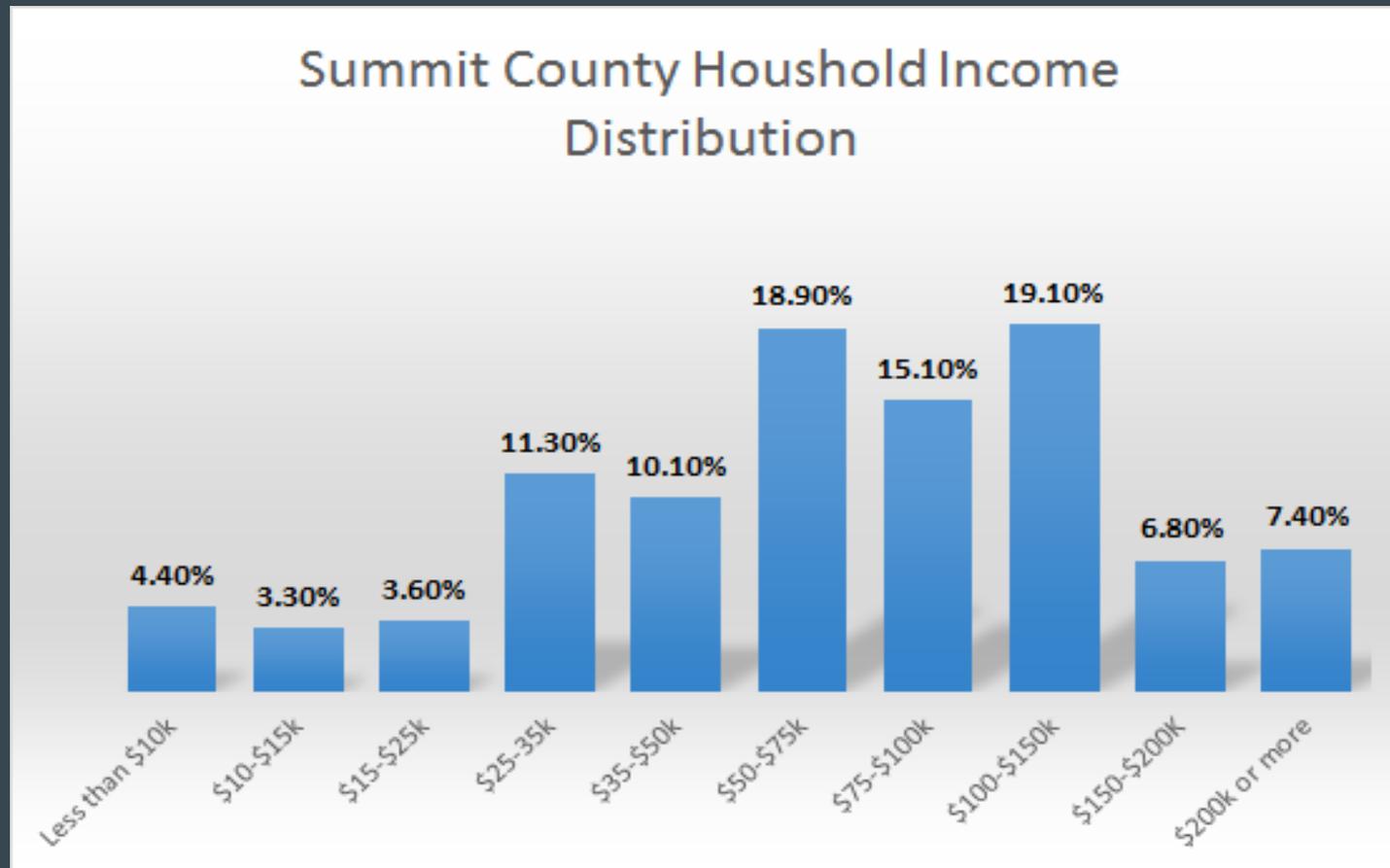


Summit County Workforce by Age Distribution (2018 US Census)



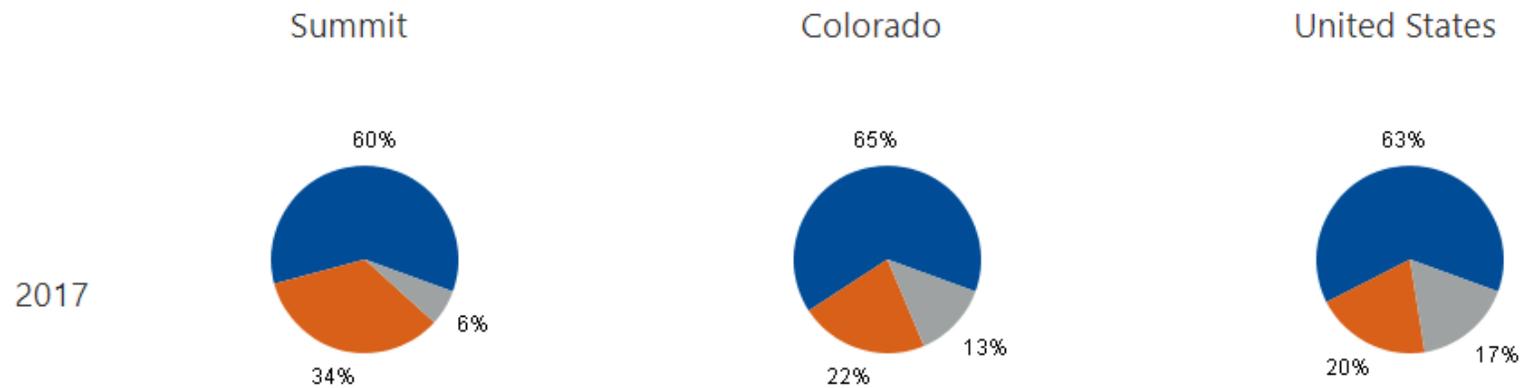
Source: Emsi 2019.3; CO LMI Gateway; US Census QWI Explorer ; Arapahoe/Douglas Workforce Board

Data: Workforce Overview



Income vs. Wages

Percent Contribution to Personal Income

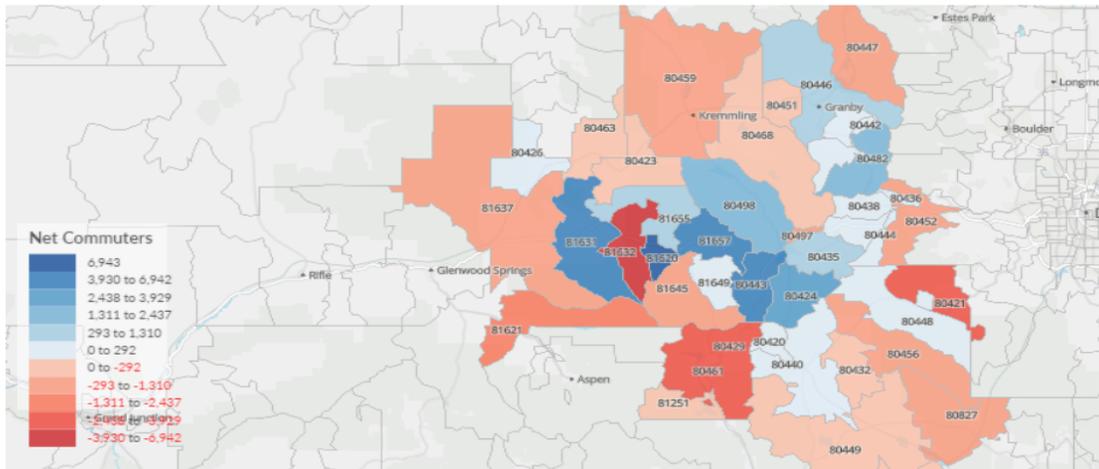


- Net earnings by place of residence
- Dividends, interest, and rent
- Personal current transfer receipts

Regional Commuting Trends

Place of Work vs Place of Residence

Understanding where talent in the region currently works compared to where talent lives can help you optimize site decisions. For example, the #1 ranked ZIP for employment ranks #4 for resident workers. The top ZIP for resident workers is 81632.



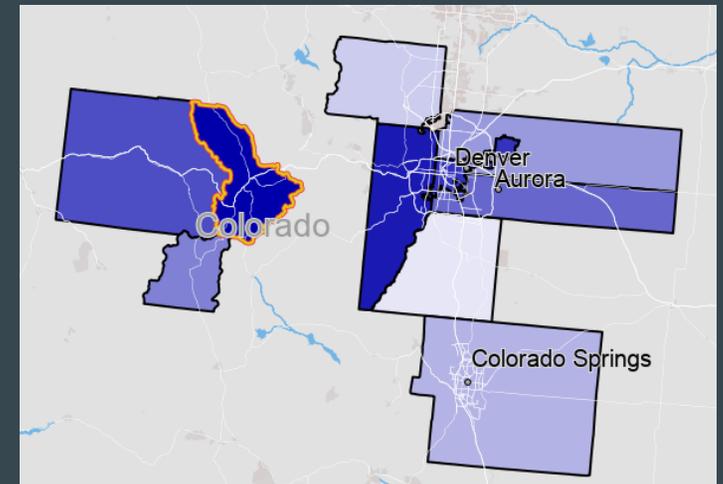
Where Talent Works

ZIP	Name	2018 Employment
81657	Vail, CO (in Eagle county)	9,682
81620	Avon, CO (in Eagle county)	9,364
80424	Breckenridge, CO (in Summit cour)	7,837
80443	Frisco, CO (in Summit county)	6,723
80435	Dillon, CO (in Summit county)	5,004

Where Talent Lives

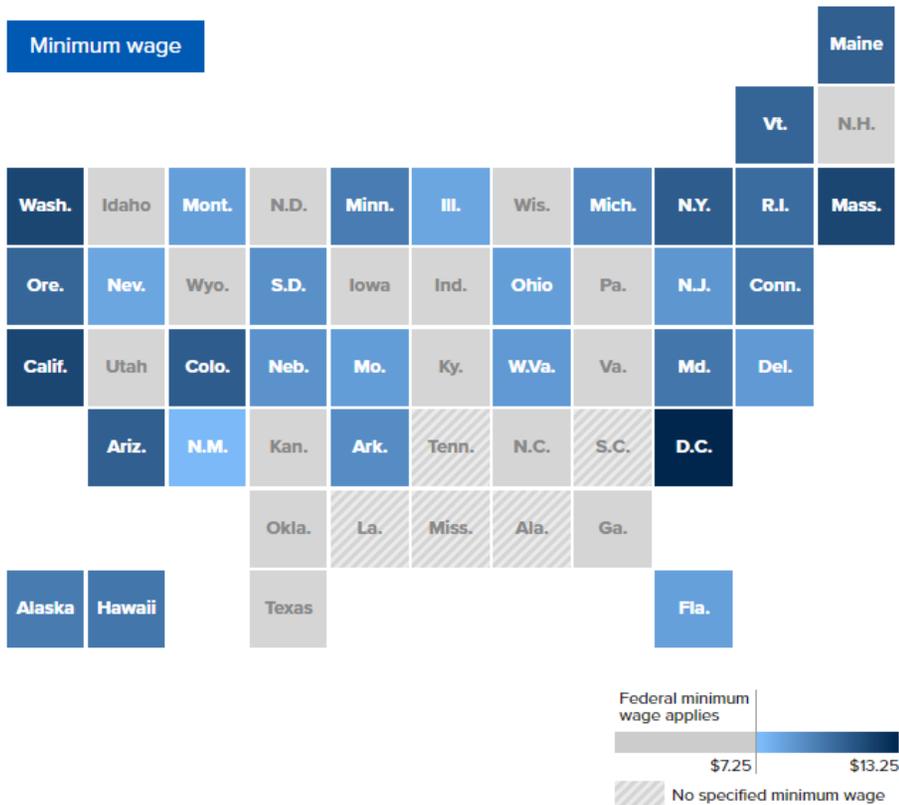
ZIP	Name	2018 Workers
81632	Edwards, CO (in Eagle county)	8,499
81621	Basalt, CO (in Eagle county)	5,094
80461	Leadville, CO (in Lake county)	5,067
81657	Vail, CO (in Eagle county)	5,044
80424	Breckenridge, CO (in Summit cour)	4,698

- 9,535 employees commute into Summit County or approximately 64% (2017 US Census Commuting Data)
- 4,231 Summit County residents commute out of county for work
- Top counties for inbound commuters: Jefferson, Denver, Eagle, Arapahoe, and Lake



Source: Emsi 2019.3; US Census On The Map

Minimum Wages in the U.S.



Federal

Minimum wage Tipped wage
\$7.25 **\$2.13**

Most recent increase
 \$6.55 to \$7.25, effective July 24, 2009

Most recent major change to minimum wage law
 2007

Upcoming increases
 n/a

Indexing
 n/a

Notes
 The Fair Labor Standards Act excludes any business with gross annual revenue less than \$500,000 whose employees do not engage in "interstate commerce." It also contains a variety of smaller occupational exclusions, such as those for telephone switchboard operators, private investigators, and babysitters.

- 29 states and D.C. have minimum wage higher than the federal minimum wage
- 41 localities have adopted minimum wages above their state minimum wages
- 23 states have a tipped minimum wage between the federal wage of \$2.13 and the state minimum wage
- Eight states require the same minimum wage for tipped workers (Alaska, California, Hawaii, Minnesota, Montana, Nevada, Oregon and Washington)



Colorado State Minimum Wage History

EFFECTIVE DATE	MINIMUM WAGE	TIPPED EMPLOYEE MINIMUM WAGE
1-Jan-20	\$12.00	\$8.98
1-Jan-19	\$11.10	\$8.08
1-Jan-18	\$10.20	\$7.18
1-Jan-17	\$9.30	\$6.28
1-Jan-16	\$8.31	\$5.29
1-Jan-15	\$8.23	\$5.21
1-Jan-14	\$8.00	\$4.98
1-Jan-13	\$7.78	\$4.76
1-Jan-12	\$7.64	\$4.62
1-Jan-11	\$7.36	\$4.34
1-Jan-10	\$7.24	\$4.22
1-Jan-09	\$7.28	\$4.26
1-Jan-08	\$7.02	\$4.26
1-Jan-07	\$6.85	\$3.83
8-Aug-98	\$5.15	\$2.13

Amendment 70, Effective on January 1, 2017, enacted a phased increase in Minimum Wage to \$12.00 by January 1, 2020.

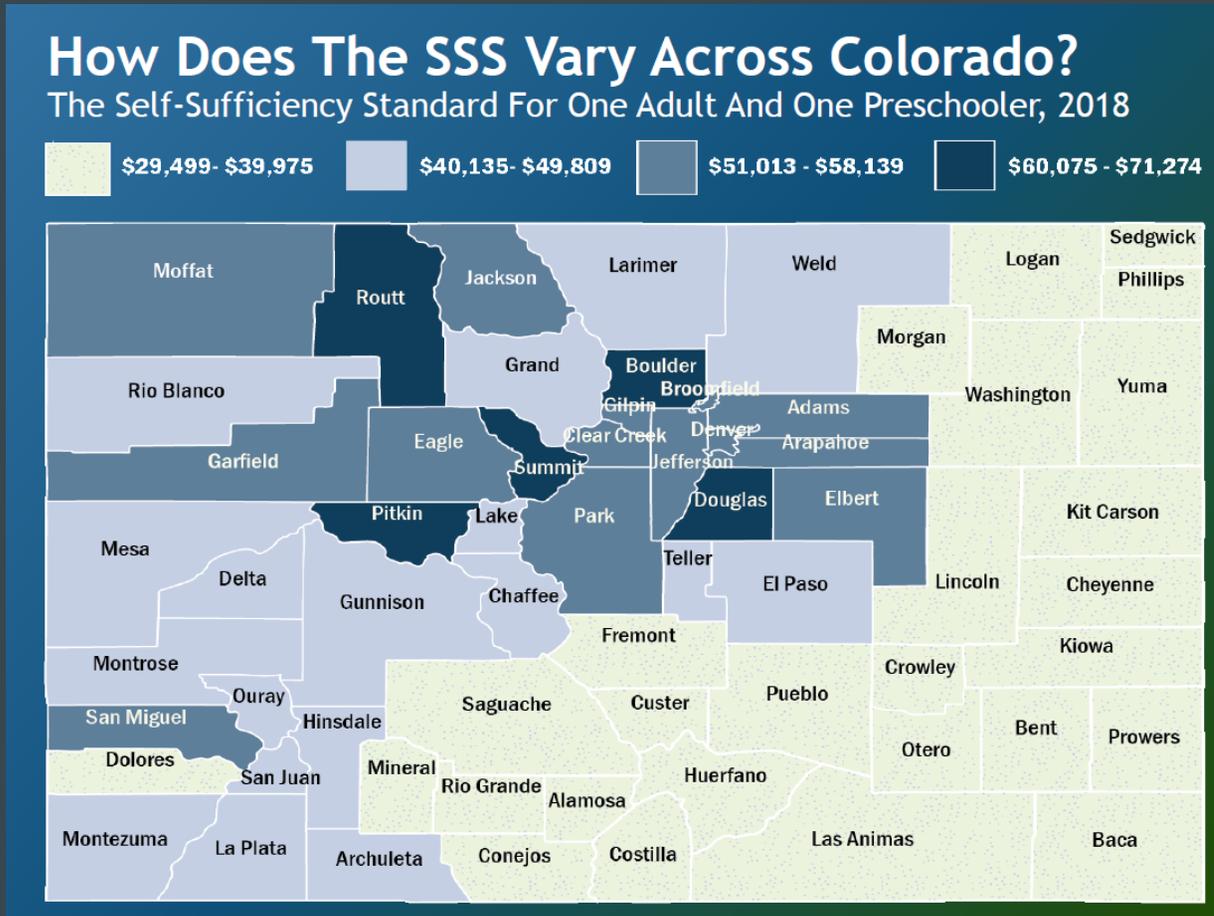
An Employee is entitled to the state minimum wage if:

1. The Employee is covered by the minimum wage provisions of the CO Minimum Wage Order.
1. The Employee is covered by the minimum wage provisions of the Fair Labor Standards Act.

Exemptions from Colorado Minimum Wage Order

- Salaried Professional Positions
 - Professional in their field of expertise
 - Administrative
 - Executive/Supervisor
- Outside Salespersons
- Elected officials and staff
- Casual babysitters
- Domestic employees
- Property Managers
- Interstate Drivers, Driver Helpers
- Taxi Cab Drivers
- Loaders or Mechanics of motor carries
- Volunteers
- Student employees of educational institutions or work study programs
- Employees working in laundries of charitable institutions that pay no wages to workers and inmates
- Patient workers who work in institutional laundries

Data: Summit County Self-Sufficiency Standard



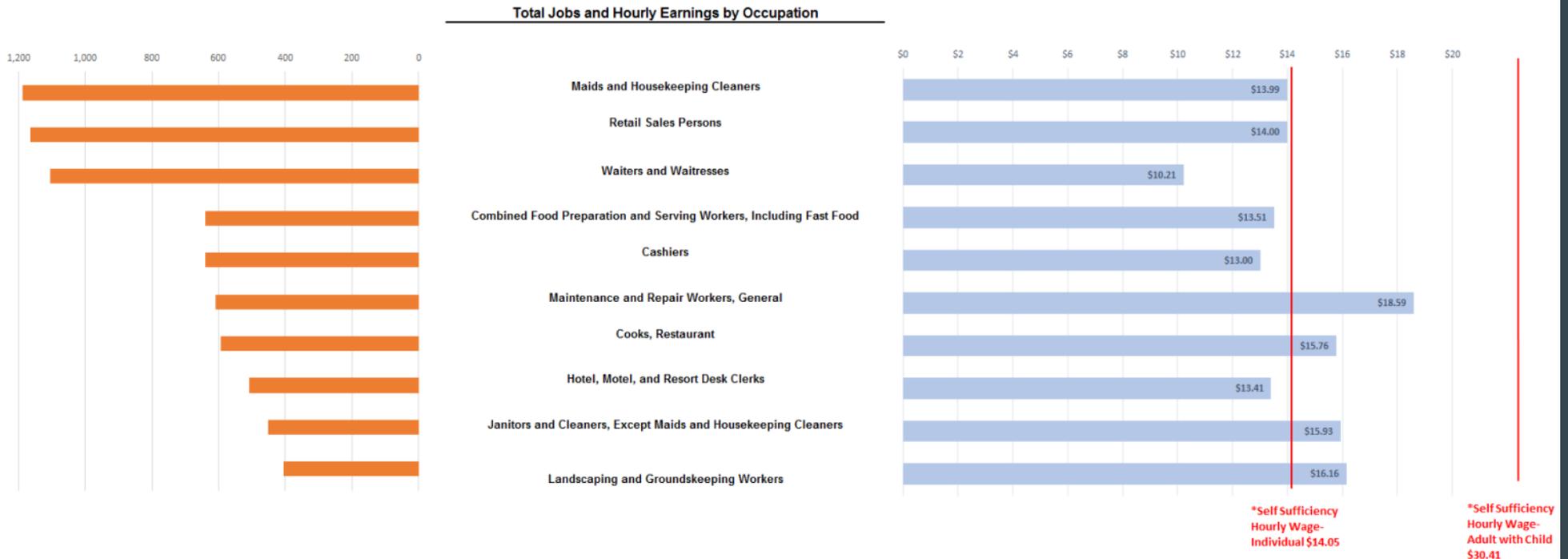
Source: Colorado Center on Law and Policy

TABLE 60. The Self-Sufficiency Standard for Summit County, CO 2018

	Adult	Adult Preschooler	Adult Infant Preschooler	Adult Preschooler School-age	Adult School-age Teenager	2 Adults Infant	2 Adults Infant Preschooler	2 Adults Preschooler School-age
MONTHLY COSTS								
Housing	\$1,067	\$1,419	\$1,419	\$1,419	\$1,419	\$1,419	\$1,419	\$1,419
Child Care	\$0	\$1,409	\$2,867	\$2,117	\$707	\$1,457	\$2,867	\$2,117
Food	\$358	\$543	\$712	\$819	\$948	\$844	\$999	\$1,101
Transportation	\$255	\$262	\$262	\$262	\$262	\$501	\$501	\$501
Health Care	\$176	\$472	\$488	\$494	\$522	\$537	\$549	\$555
Miscellaneous	\$185	\$411	\$575	\$511	\$386	\$476	\$633	\$569
Taxes	\$432	\$1,053	\$1,822	\$1,450	\$888	\$1,168	\$1,664	\$1,431
Earned Income Tax Credit (-)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Child Care Tax Credit (-)	\$0	(\$50)	(\$100)	(\$100)	(\$100)	(\$50)	(\$100)	(\$100)
Child Tax Credit (-)	\$0	(\$167)	(\$333)	(\$333)	(\$333)	(\$167)	(\$333)	(\$333)
SELF-SUFFICIENCY WAGE								
Hourly	\$14.05	\$30.41	\$43.81	\$37.72	\$26.69	\$17.57 per adult	\$23.29 per adult	\$20.63 per adult
Monthly	\$2,472	\$5,352	\$7,711	\$6,638	\$4,698	\$6,186	\$8,199	\$7,260
Annual	\$29,670	\$64,225	\$92,534	\$79,657	\$56,379	\$74,230	\$98,386	\$87,121
Emergency Savings Fund (Monthly)	\$53	\$207	\$427	\$352	\$177	\$72	\$123	\$90

Source: Colorado Center on Law and Policy

Self-Sufficiency Wages vs. Top Occupations



Sources: Colorado Center on Law and Policy
<https://cclponline.org/wp-content/uploads/2018/12/summit-county-factsheet.pdf>

Emsi Q3 2019 Data Set
www.economicmodeling.com

Data: Summit County Occupations below \$15 per

Description	2018 Jobs	Median Hourly Earnings	COL Adjusted Median Hourly Earnings	Median Annual Earnings	COL Adjusted Median Annual Earnings
Dining Room and Cafeteria Attendants and Bartender Helpers	183	\$10.21	\$8.51	\$21,235.61	\$17,696.34
Waiters and Waitresses	1,114	\$10.21	\$8.51	\$21,235.99	\$17,696.66
Bartenders	213	\$10.21	\$8.51	\$21,236.41	\$17,697.01
Merchandise Displayers and Window Trimmers	18	\$10.35	\$8.63	\$21,525.96	\$17,938.30
Helpers--Carpenters	11	\$10.65	\$8.88	\$22,146.60	\$18,455.50
Personal Care and Service Workers, All Other	17	\$10.68	\$8.90	\$22,220.33	\$18,516.94
Manicurists and Pedicurists	11	\$10.90	\$9.08	\$22,671.08	\$18,892.57
Food Servers, Nonrestaurant	192	\$11.10	\$9.25	\$23,083.09	\$19,235.91
Food Preparation and Serving Related Workers, All Other	16	\$11.19	\$9.33	\$23,268.66	\$19,390.55
Baggage Porters and Bellhops	78	\$11.20	\$9.33	\$23,297.44	\$19,414.53
Dishwashers	210	\$11.31	\$9.43	\$23,533.06	\$19,610.88
Machine Feeders and Offbearers	12	\$11.33	\$9.44	\$23,560.62	\$19,633.85
Nonfarm Animal Caretakers	46	\$11.41	\$9.51	\$23,731.29	\$19,776.08
Production Workers, All Other	20	\$11.62	\$9.68	\$24,168.58	\$20,140.48
Gaming Dealers	11	\$11.79	\$9.83	\$24,517.42	\$20,431.18
Mail Clerks and Mail Machine Operators, Except Postal Service	11	\$11.85	\$9.88	\$24,652.80	\$20,544.00
Laundry and Dry-Cleaning Workers	110	\$12.01	\$10.01	\$24,972.83	\$20,810.69
Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	132	\$12.16	\$10.13	\$25,301.58	\$21,084.65
Packers and Packagers, Hand	26	\$12.25	\$10.21	\$25,477.98	\$21,231.65
Automotive and Watercraft Service Attendants	25	\$12.82	\$10.68	\$26,657.78	\$22,214.82
Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	10	\$12.89	\$10.74	\$26,819.58	\$22,349.65
Cashiers	645	\$13.00	\$10.83	\$27,046.14	\$22,538.45
Taxi Drivers and Chauffeurs	98	\$13.15	\$10.96	\$27,349.57	\$22,791.31
Personal Care Aides	28	\$13.16	\$10.97	\$27,378.99	\$22,815.83
Parking Lot Attendants	31	\$13.35	\$11.13	\$27,763.57	\$23,136.31
Crossing Guards	12	\$13.40	\$11.17	\$27,882.23	\$23,235.19
Hotel, Motel, and Resort Desk Clerks	495	\$13.41	\$11.18	\$27,885.00	\$23,237.50
Combined Food Preparation and Serving Workers, Including Fast Food	654	\$13.51	\$11.26	\$28,096.72	\$23,413.93
Maids and Housekeeping Cleaners	1,170	\$13.99	\$11.66	\$29,089.51	\$24,241.26
Amusement and Recreation Attendants	189	\$14.06	\$11.72	\$29,241.35	\$24,367.79
Cooks, Short Order	17	\$14.32	\$11.93	\$29,787.81	\$24,823.18

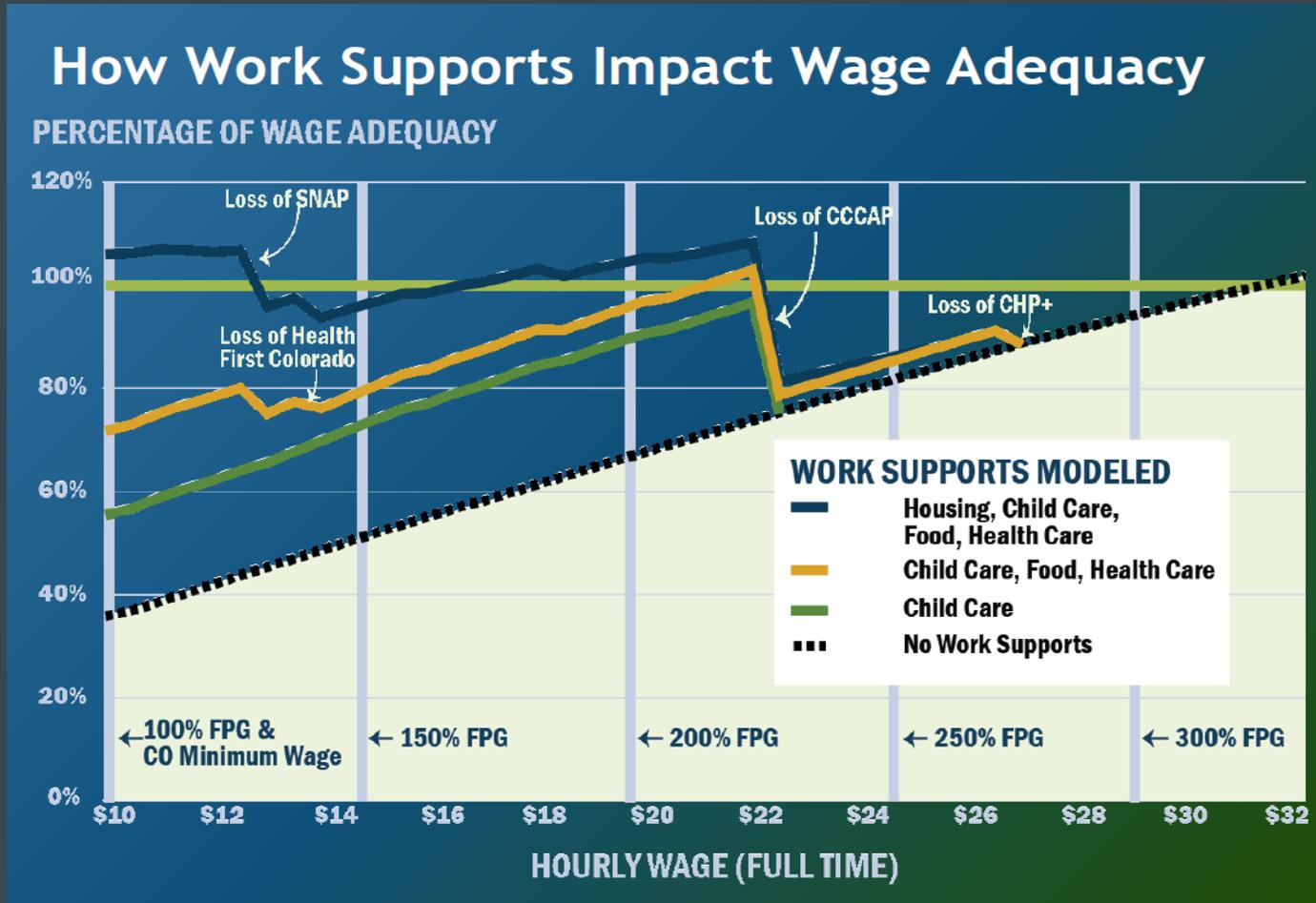
Source: Emsi 2019.3

Data: Summit County Occupations below \$15-\$18 per

Description	2018 Jobs	Median Hourly Earnings	COL Adjusted Median Hourly Earnings	Median Annual Earnings	COL Adjusted Median Annual Earnings
Childcare Workers	98	\$15.14	\$12.62	\$31,482.24	\$26,235.20
Nursing Assistants	34	\$15.16	\$12.63	\$31,525.96	\$26,271.63
Bakers	35	\$15.17	\$12.64	\$31,559.99	\$26,299.99
Social and Human Service Assistants	24	\$15.29	\$12.74	\$31,801.68	\$26,501.40
Concierges	63	\$15.36	\$12.80	\$31,948.37	\$26,623.64
Barbers	21	\$15.38	\$12.82	\$31,993.99	\$26,661.66
Butchers and Meat Cutters	25	\$15.51	\$12.93	\$32,267.73	\$26,889.78
Food Service Managers	15	\$15.57	\$12.98	\$32,377.45	\$26,981.21
Cooks, Institution and Cafeteria	65	\$15.57	\$12.98	\$32,380.27	\$26,983.56
Cooks, Restaurant	574	\$15.76	\$13.13	\$32,786.77	\$27,322.31
Fitness Trainers and Aerobics Instructors	88	\$15.85	\$13.21	\$32,978.07	\$27,481.73
Janitors and Cleaners, Except Maids and Housekeeping Cleaners	425	\$15.93	\$13.28	\$33,125.18	\$27,604.32
Assemblers and Fabricators, All Other, Including Team Assemblers	10	\$15.93	\$13.28	\$33,141.19	\$27,617.66
Forest and Conservation Technicians	25	\$15.94	\$13.28	\$33,146.62	\$27,622.18
Library Technicians	47	\$15.95	\$13.29	\$33,176.98	\$27,647.48
Stock Clerks and Order Fillers	285	\$16.11	\$13.43	\$33,508.47	\$27,923.73
Landscaping and Groundskeeping Workers	388	\$16.16	\$13.47	\$33,617.07	\$28,014.23
Teacher Assistants	106	\$16.24	\$13.53	\$33,777.06	\$28,147.55
Teachers and Instructors, All Other	45	\$16.29	\$13.58	\$33,887.47	\$28,239.56
Umpires, Referees, and Other Sports Officials	19	\$16.30	\$13.58	\$33,904.07	\$28,253.39
Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Oper	41	\$16.37	\$13.64	\$34,041.29	\$28,367.74
Receptionists and Information Clerks	135	\$16.45	\$13.71	\$34,224.54	\$28,520.45
Counter and Rental Clerks	239	\$16.49	\$13.74	\$34,292.05	\$28,576.71
Ushers, Lobby Attendants, and Ticket Takers	12	\$16.51	\$13.76	\$34,349.31	\$28,624.43
Protective Service Workers, All Other	22	\$16.55	\$13.79	\$34,433.25	\$28,694.38
Interviewers, Except Eligibility and Loan	30	\$16.63	\$13.86	\$34,583.92	\$28,819.93
Laborers and Freight, Stock, and Material Movers, Hand	115	\$16.66	\$13.88	\$34,643.83	\$28,869.86
Bus Drivers, School or Special Client	77	\$16.74	\$13.95	\$34,812.70	\$29,010.58
Packaging and Filling Machine Operators and Tenders	14	\$16.75	\$13.96	\$34,840.19	\$29,033.49
Shipping, Receiving, and Traffic Clerks	32	\$16.80	\$14.00	\$34,944.80	\$29,120.67
Reservation and Transportation Ticket Agents and Travel Clerks	19	\$16.96	\$14.13	\$35,269.11	\$29,390.93
Preschool Teachers, Except Special Education	74	\$17.06	\$14.22	\$35,490.93	\$29,575.78
Data Entry Keyers	12	\$17.08	\$14.23	\$35,523.16	\$29,602.63
Customer Service Representatives	158	\$17.12	\$14.27	\$35,618.83	\$29,682.36
Human Resources Assistants, Except Payroll and Timekeeping	13	\$17.15	\$14.29	\$35,670.36	\$29,725.30
Industrial Truck and Tractor Operators	17	\$17.17	\$14.31	\$35,719.19	\$29,765.99
Producers and Directors	15	\$17.23	\$14.36	\$35,834.18	\$29,861.82
Order Clerks	18	\$17.25	\$14.38	\$35,877.21	\$29,897.68
Massage Therapists	110	\$17.26	\$14.38	\$35,907.47	\$29,922.89
Military-only occupations	40	\$17.31	\$14.43	\$36,007.93	\$30,006.61
Tile and Marble Setters	35	\$17.35	\$14.46	\$36,097.95	\$30,081.63
Construction Laborers	307	\$17.54	\$14.62	\$36,493.20	\$30,411.00
Security Guards	89	\$17.61	\$14.68	\$36,622.09	\$30,518.41
Opticians, Dispensing	12	\$17.63	\$14.69	\$36,664.68	\$30,553.90
Pharmacy Technicians	29	\$17.65	\$14.71	\$36,706.88	\$30,589.07
Medical Secretaries	35	\$17.82	\$14.85	\$37,056.75	\$30,880.63
Dispatchers, Except Police, Fire, and Ambulance	26	\$17.89	\$14.91	\$37,206.96	\$31,005.80

Source: Emsi 2019.3

Data: Summit County Self-Sufficiency Standard



Impacts:

Congressional Budget Office:

Nationally- If minimum Wage were increased to \$15 per hour:

- 17 million workers would see direct increases in weekly earnings
- An increase in 5.3% in income for families falling below the poverty line, moving roughly 1.3 million people out of poverty
- Potential for 1.3 million displaced weekly jobs (0.8% percent reduction in number of employed workers)

General Factors:

- Increase in purchasing power of lower income workers
- Potential employee retention benefits as well as attraction of commuters
- Increased labor costs must be offset (raising prices, staff reductions, service reductions, smaller margins)
- Job shifts tend to show up as job loss
- Consideration of “Benefits Cliff”
Primary impacts at \$12/hour

CBO Statement on Uncertainty:

“There are two main reasons why CBO’s median estimates of the effects of increases in the minimum wage on employment are uncertain. First, future wage growth under current law is uncertain. If wages grow faster than CBO projects, then wages in 2025 will be higher under current law than CBO anticipates. In that case, increases in the federal minimum wage would have smaller effects on employment than CBO expects. If wages grow more slowly than CBO projects, the options would have larger effects on employment than CBO expects.

Second, there is considerable uncertainty about the responsiveness of employment to an increase in the minimum wage. If employment is more responsive than CBO expects, then increases in the minimum wage would lead to larger declines in employment. By contrast, if employment is less responsive than CBO expects, then such increases would lead to smaller declines in employment. Findings in the research literature about how changes in the federal minimum wage affect employment vary widely. Many studies have found little or no effect of minimum wages on employment, but many others have found substantial reductions in employment.”



Questions & Next Steps



Process for Enacting Local Minimum Wage

- A. Through its governing body or, when available, through initiative or referendum powers
- B. In consultation with surrounding local governments and stakeholders, including
 - a. Chambers of Commerce
 - b. Small business
 - c. Large business
 - d. Businesses with tipped employees
 - e. Workers
 - f. Labor Unions
 - g. Community groups



Summit County Minimum Wage Survey Results

Nov. 6, 2019

Survey Response Summary

Open ¹	Draft ¹	Total responses ¹	Average completion rate ¹	Typical time spent ¹
0	0	1,069	82%	00h:07m:19s

Recent surveys

[Manage all 8 surveys »](#)

Q Search recent surveys by name

CLOSED	El Salario Mínimo en Summit County Created: 10/23/2019 Modified: 11/04/2019	24 Responses	75% Completion rate	7 mins Typical time spent	⋮ Options
CLOSED	Worker Survey: Minimum Wage Created: 10/21/2019 Modified: 11/04/2019	973 Responses	75% Completion rate	6 mins Typical time spent	⋮ Options
CLOSED	Summit County Employer Survey: Minimum Wage Created: 10/24/2019 Modified: 11/03/2019	72 Responses	97% Completion rate	9 mins Typical time spent	⋮ Options

Worker Survey

Oct. 22 – Nov. 3, 2019

973

Total Responses in English

Completion Rate: 75%

Typical Time Spent: 6 minutes

24

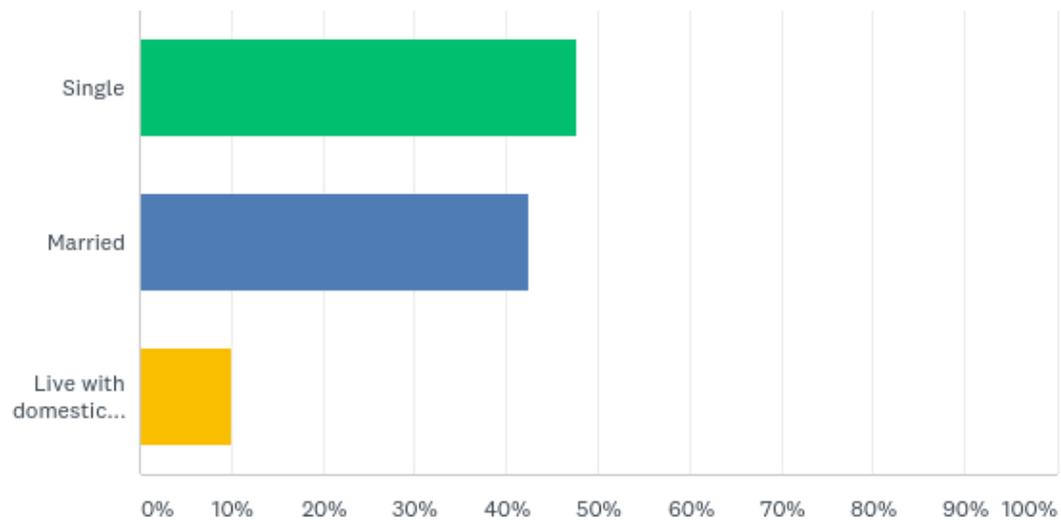
Total Responses in Spanish

Completion Rate: 75%

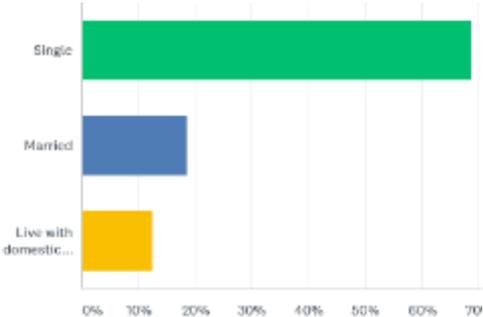
Typical Time Spent: 7 minutes

Q1: What is your marital status?

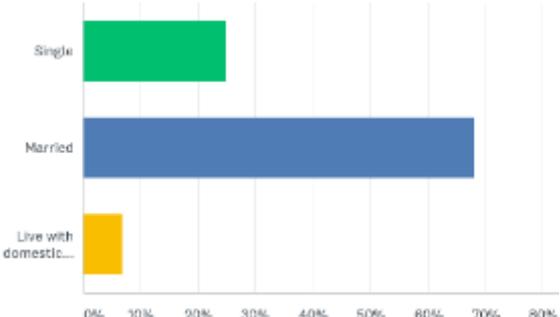
Answered: 970 Skipped: 3



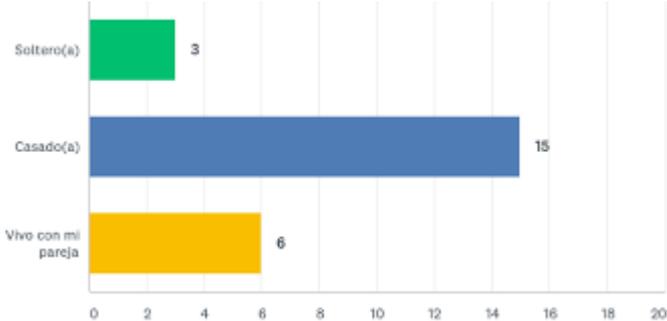
Q1: What is your marital status? Renter/Owner/Spanish



Answered: 439



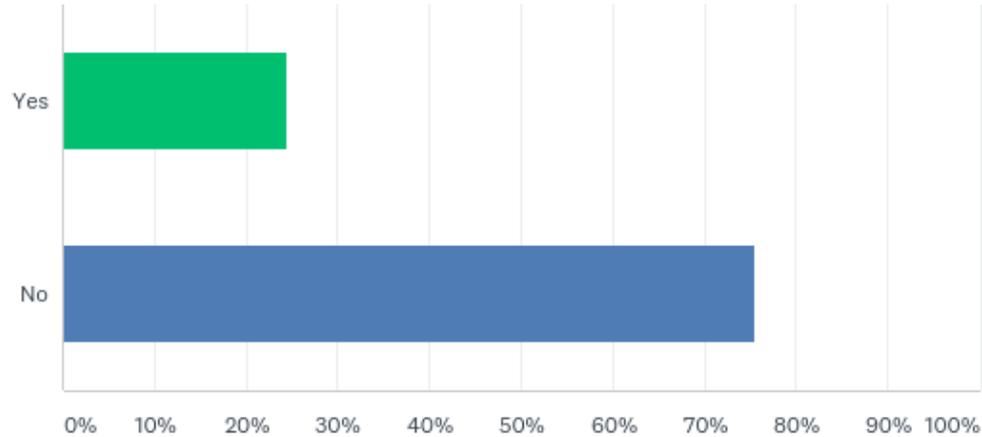
Answered: 438



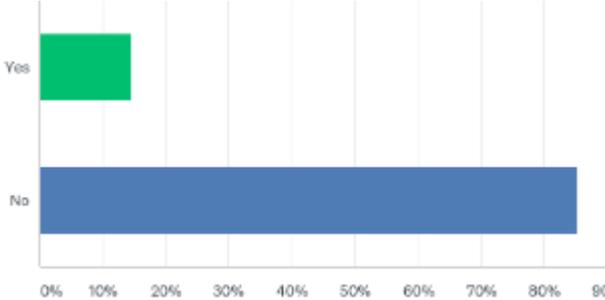
Answered: 24

Q2: Do you have any children under the age of 18?

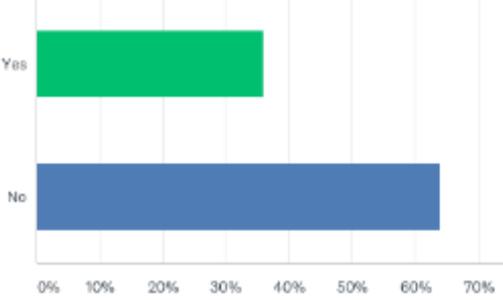
Answered: 971 Skipped: 2



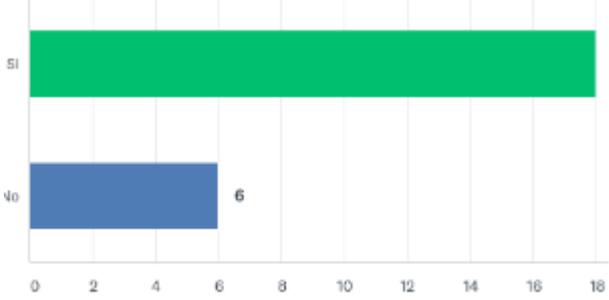
Q2: Do you have any children under the age of 18? Renter/Owner/Spanish



Answered: 438



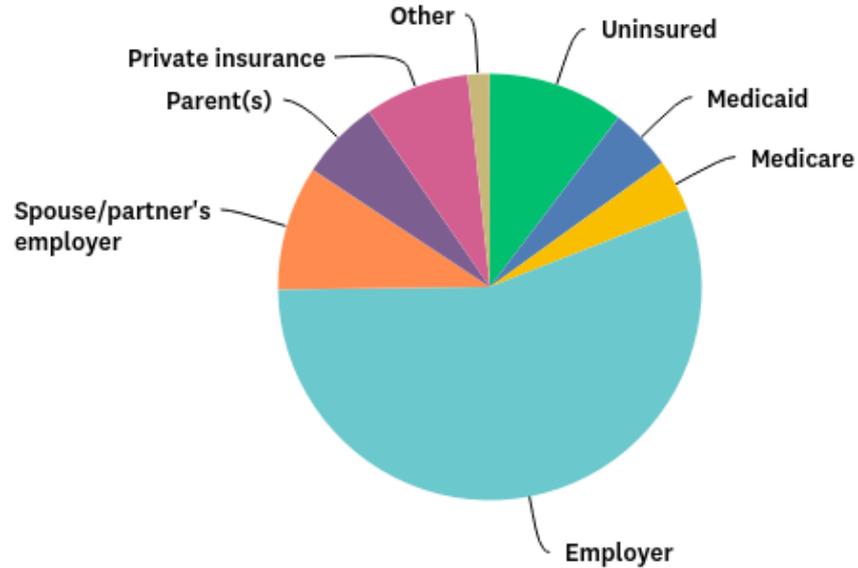
Answered: 440



Answered: 24

Q5: What is your health insurance status?

Answered: 953 Skipped: 20

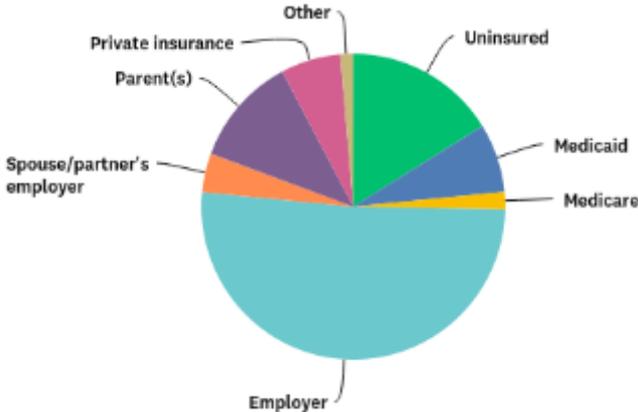


Q5: What is your health insurance status?

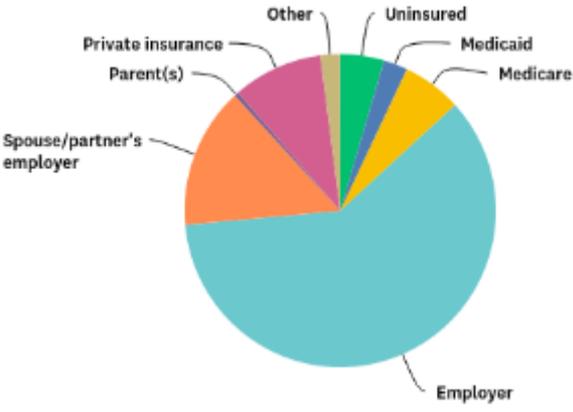
Answered: 953 Skipped: 20

ANSWER CHOICES	RESPONSES	
Uninsured	10.39%	99
Medicaid	4.72%	45
Medicare	3.99%	38
Employer	55.72%	531
Spouse/partner's employer	9.44%	90
Parent(s)	6.09%	58
Private insurance	7.97%	76
Other	1.68%	16
TOTAL		953

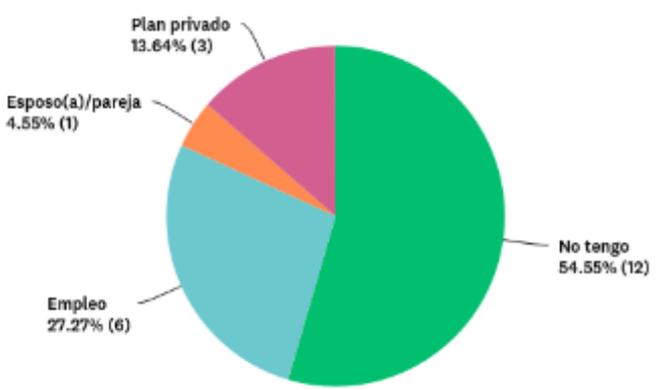
Q5: What is your health insurance status? Renter/Owner/Spanish



Answered: 439



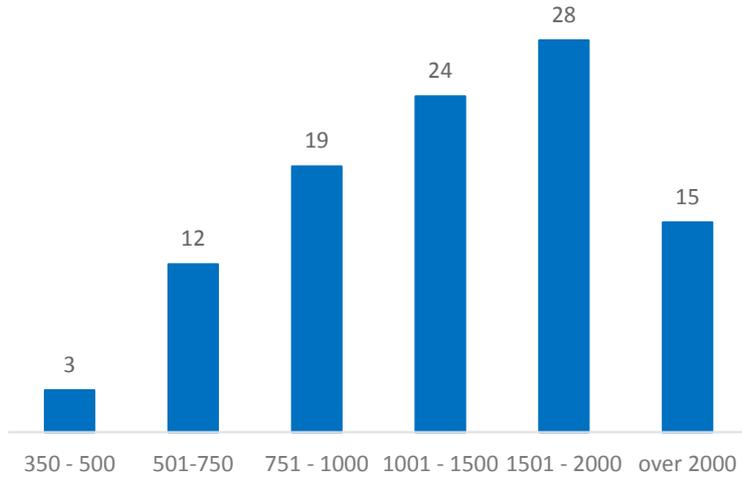
Answered: 439



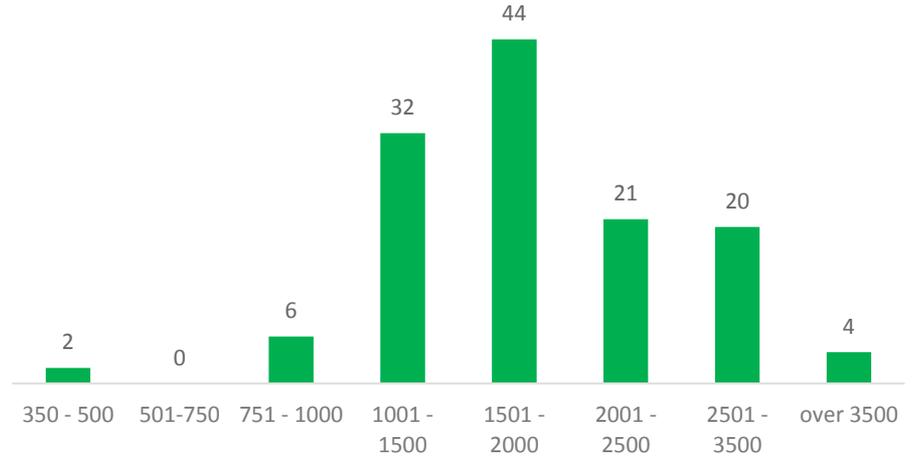
Answered: 22

Monthly Rent or Mortgage Payment

Rental Rate

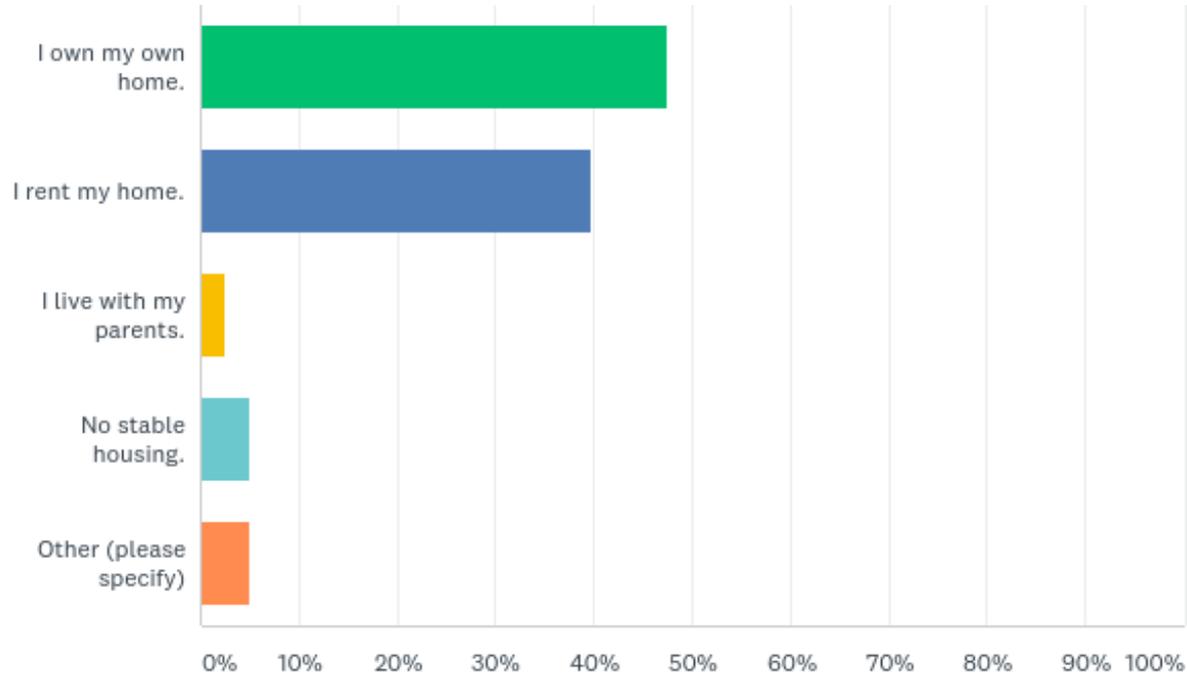


Mortgage Rate



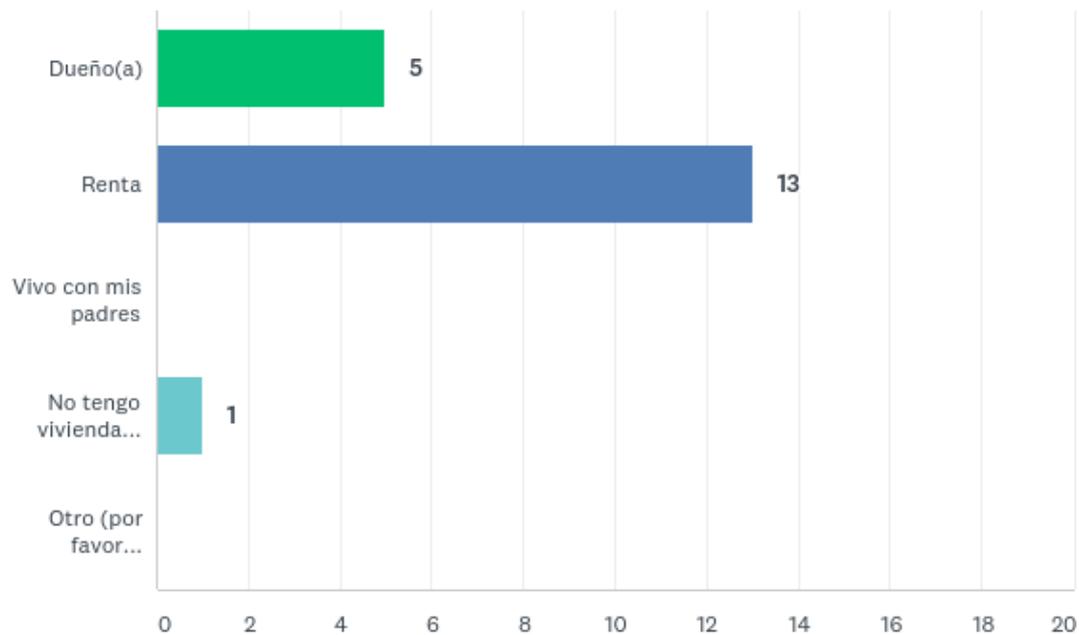
Q8: How would you describe your housing situation? (all English-language workers)

Answered: 925 Skipped: 48



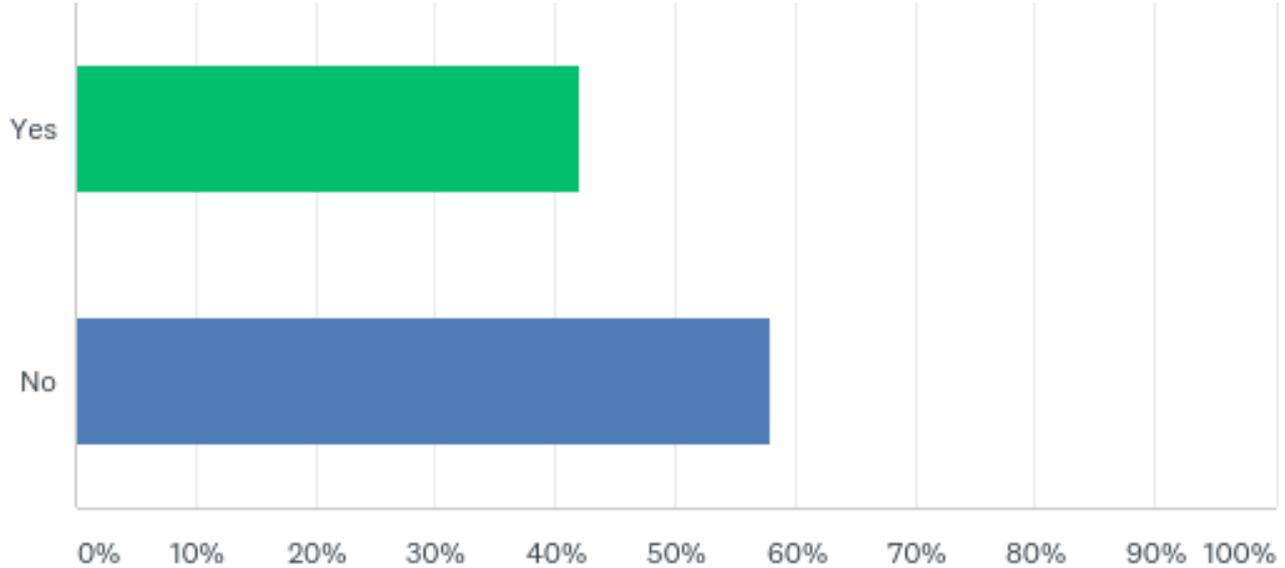
Q18: How would you describe your housing situation? (all Spanish-language workers)

Answered: 19 Skipped: 5



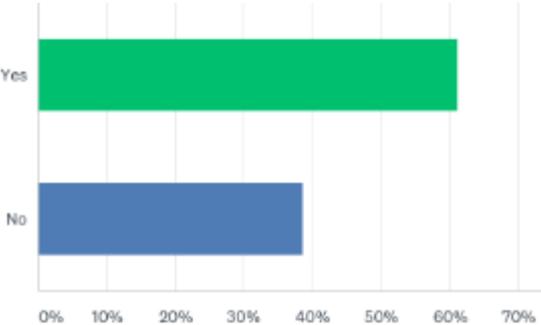
Q10: Do you need to have a roommate who is not a family member, spouse or domestic partner, in order to meet the monthly rent or mortgage payment for your unit?

Answered: 774 Skipped: 199

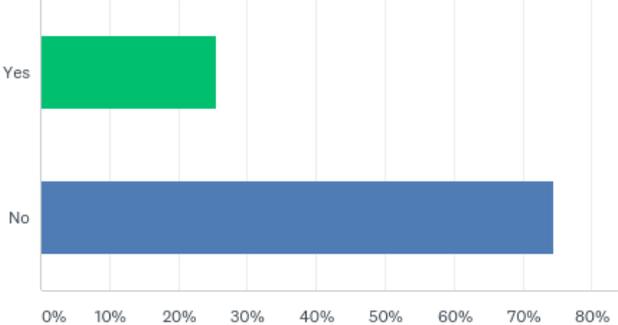


Q10: Do you need to have a roommate who is not a family member, spouse or domestic partner, in order to meet the monthly rent or mortgage payment for your unit? R/O/S

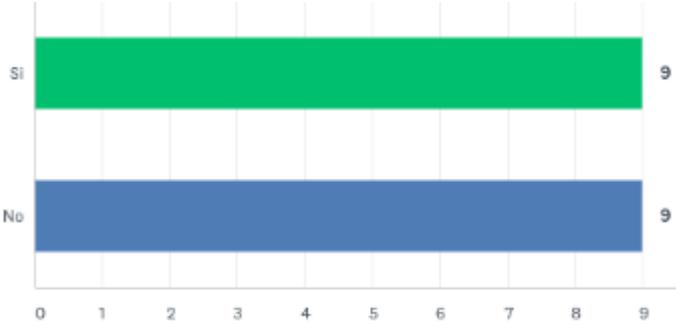
Answered: 356



Answered: 418

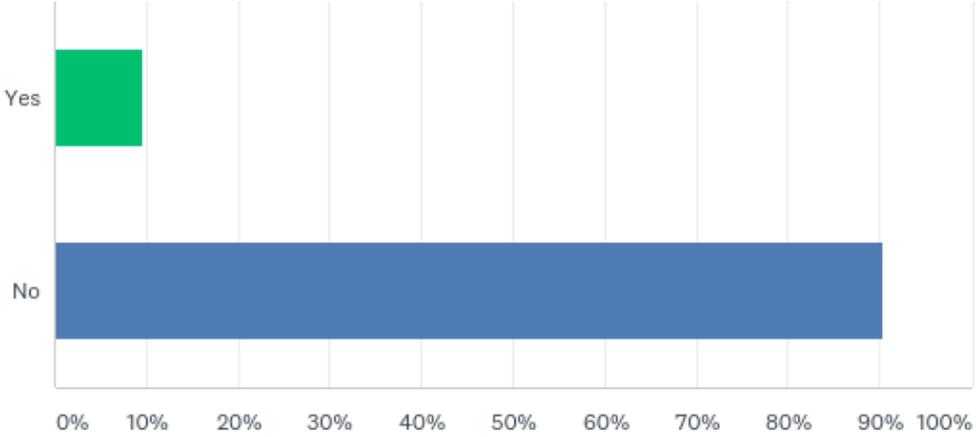


Answered: 18



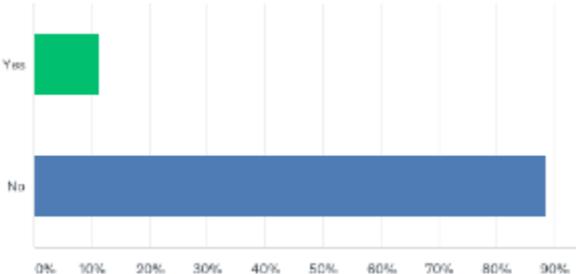
Q11: Do you receive any public benefits, such as food assistance, child care assistance, housing or health insurance?

Answered: 890 Skipped: 83

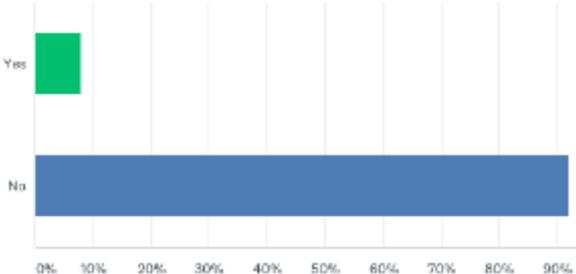


Q11: Do you receive any public benefits, such as food assistance, child care assistance, housing or health insurance? (Renter/Owner/Spanish)

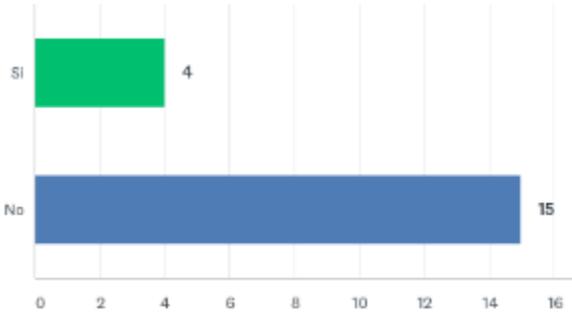
Answered: 426



Answered: 418

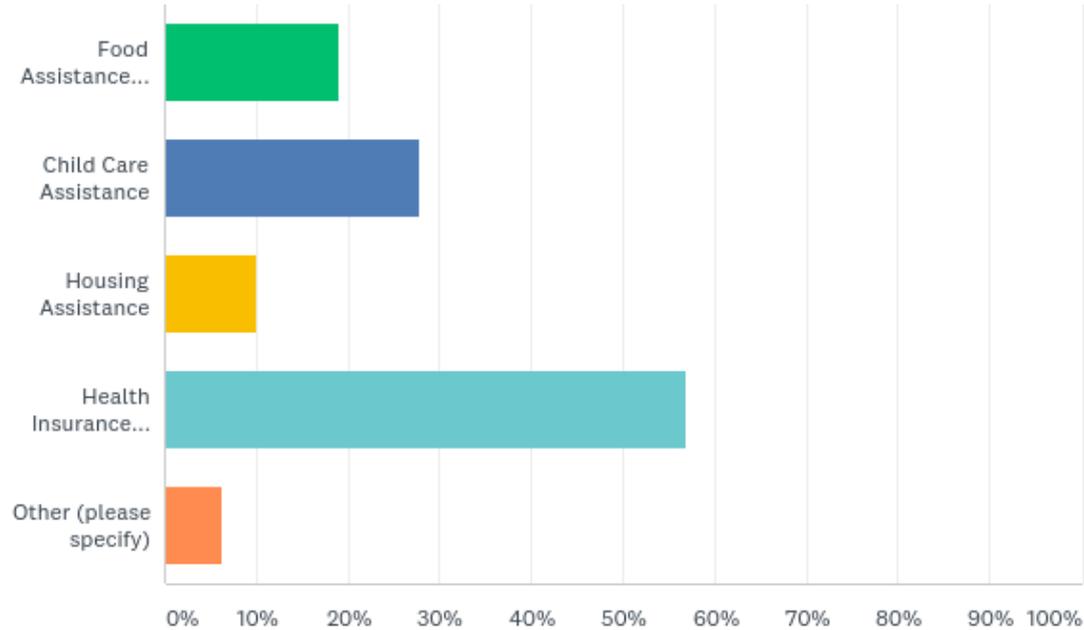


Answered: 19



Q12: Which public benefits do you receive (check all that apply)?

Answered: 79 Skipped: 894



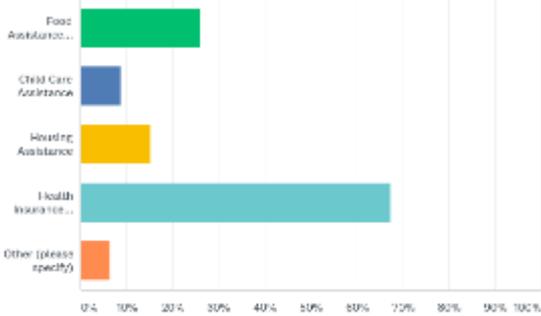
Q12: Which public benefits do you receive (check all that apply)?

Answered: 79 Skipped: 894

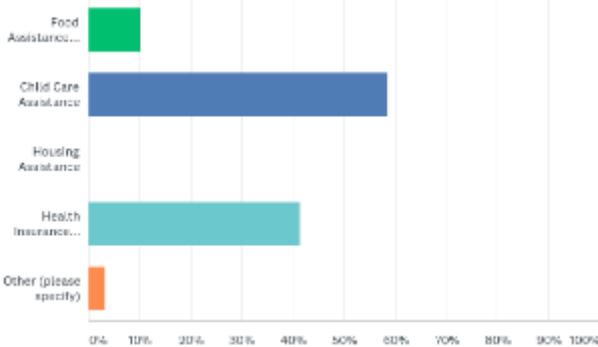
ANSWER CHOICES	RESPONSES	
Food Assistance (SNAP)	18.99%	15
Child Care Assistance	27.85%	22
Housing Assistance	10.13%	8
Health Insurance (Health First Colorado, Medicaid)	56.96%	45
Other (please specify)	6.33%	5
Total Respondents: 79		

Q12: Which public benefits do you receive? (Renter/Owner/Spanish)

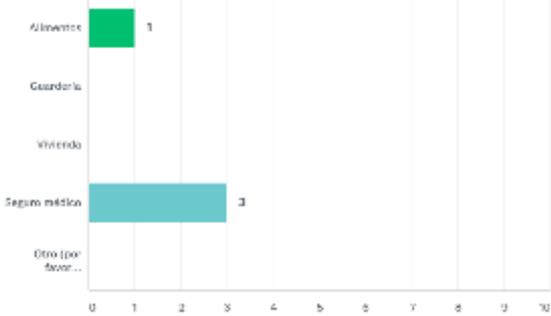
Answered: 46



Answered: 29

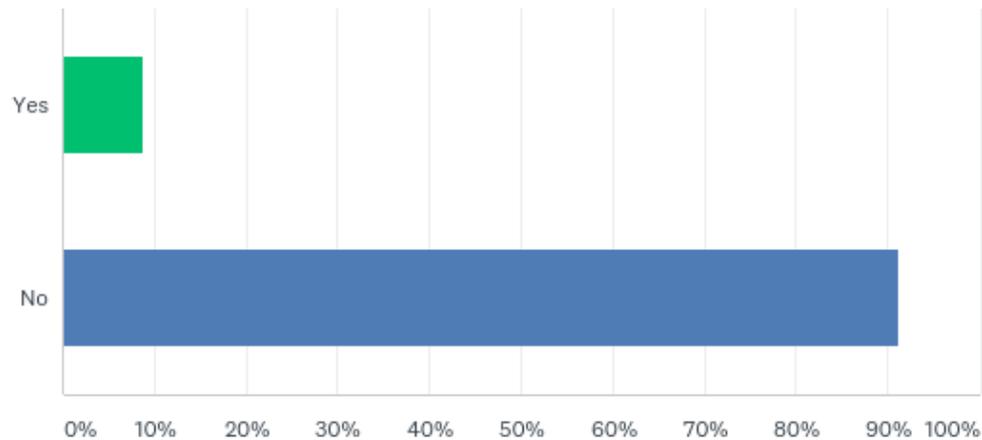


Answered: 4



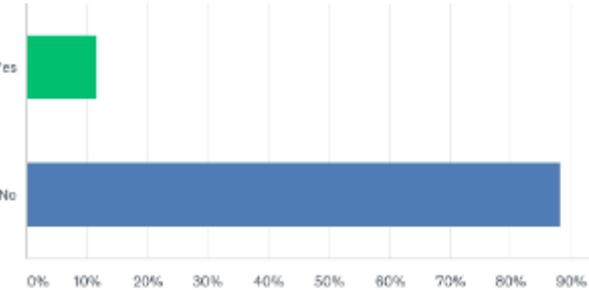
Q13: Are you concerned that an increase in minimum wage might affect your eligibility for public benefits?

Answered: 880 Skipped: 93

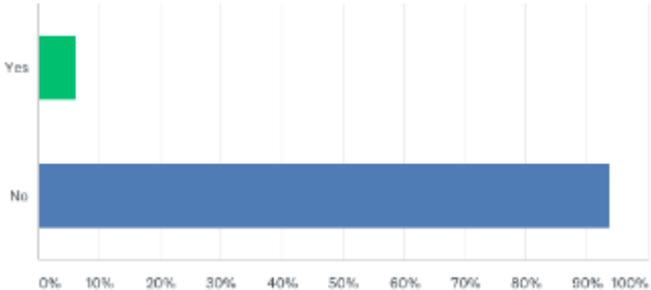


Q13: Are you concerned that an increase in minimum wage might affect your eligibility for public benefits? (Renter/Owner/Spanish)

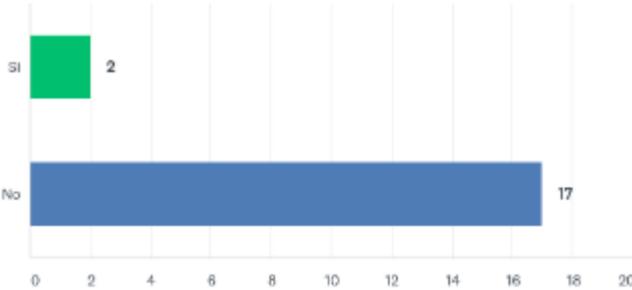
Answered: 421



Answered: 416

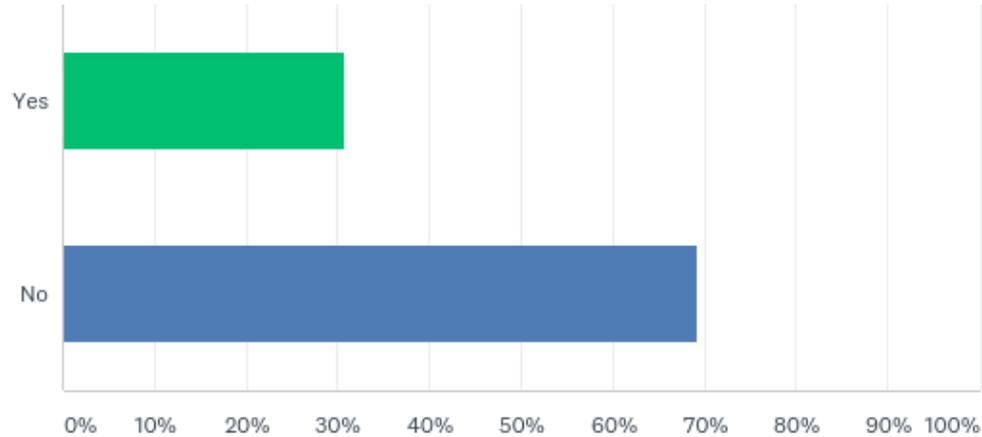


Answered: 19



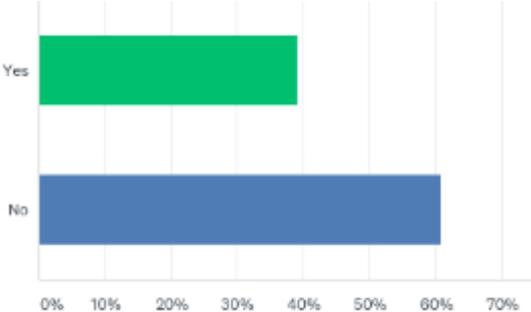
Q14: Do you currently have any student loan debt?

Answered: 876 Skipped: 97

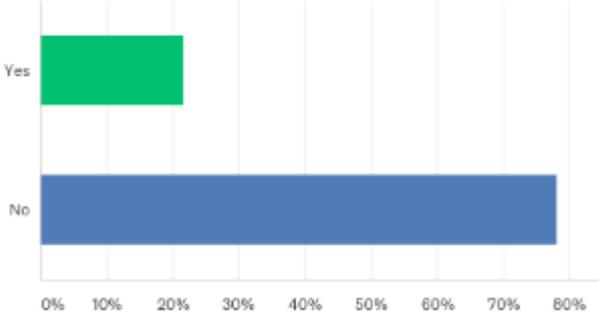


Q14: Do you currently have any student loan debt? (Rent/Own/Spin)

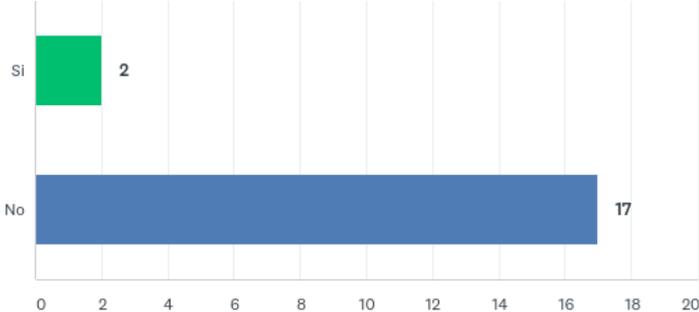
Answered: 421



Answered: 412

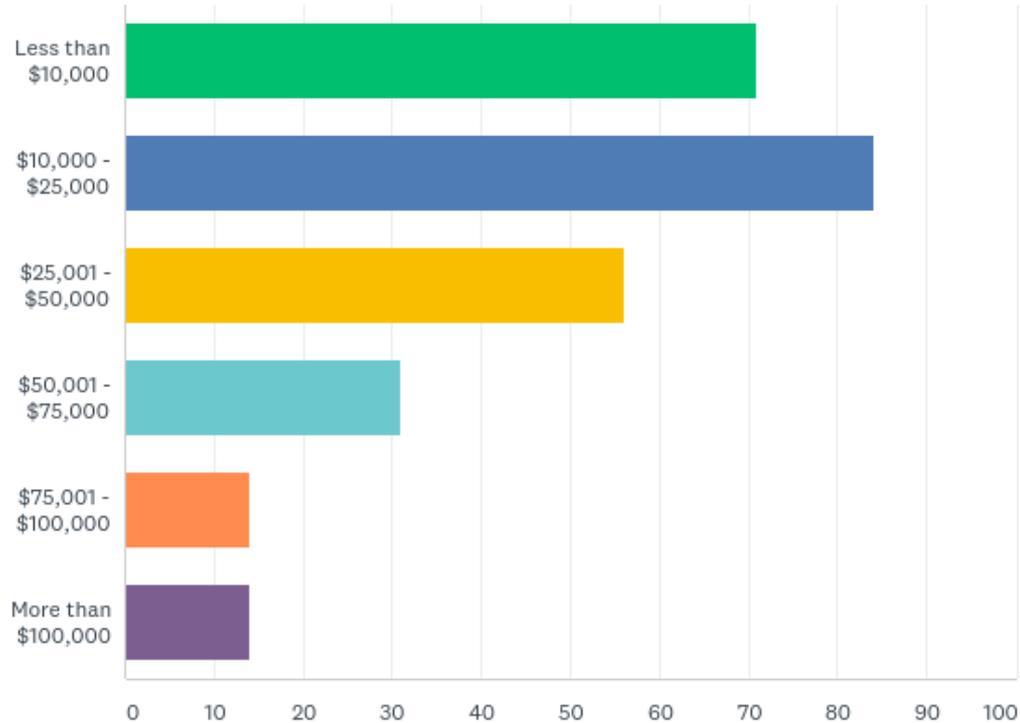


Answered: 19



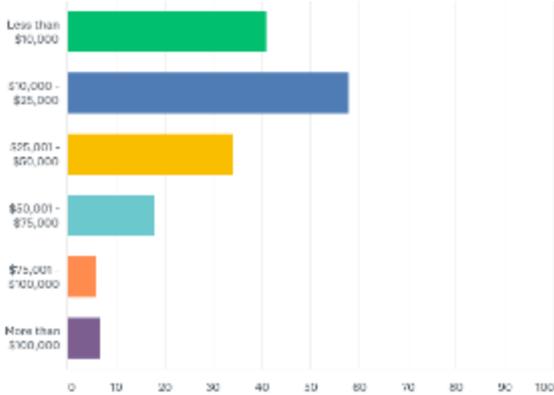
Q15: How much do you currently owe in student loans?

Answered: 270 Skipped: 703

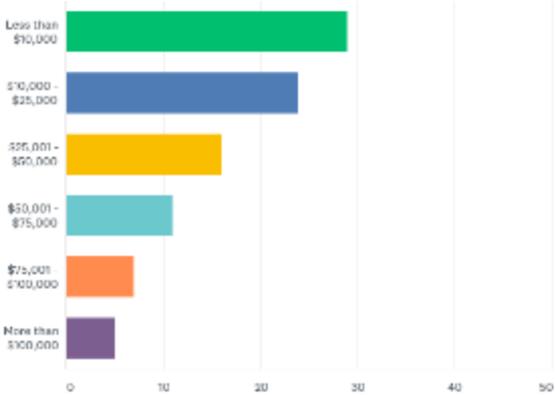


Q15: How much do you currently owe in student loans? (Rent/Own)

Answered: 164

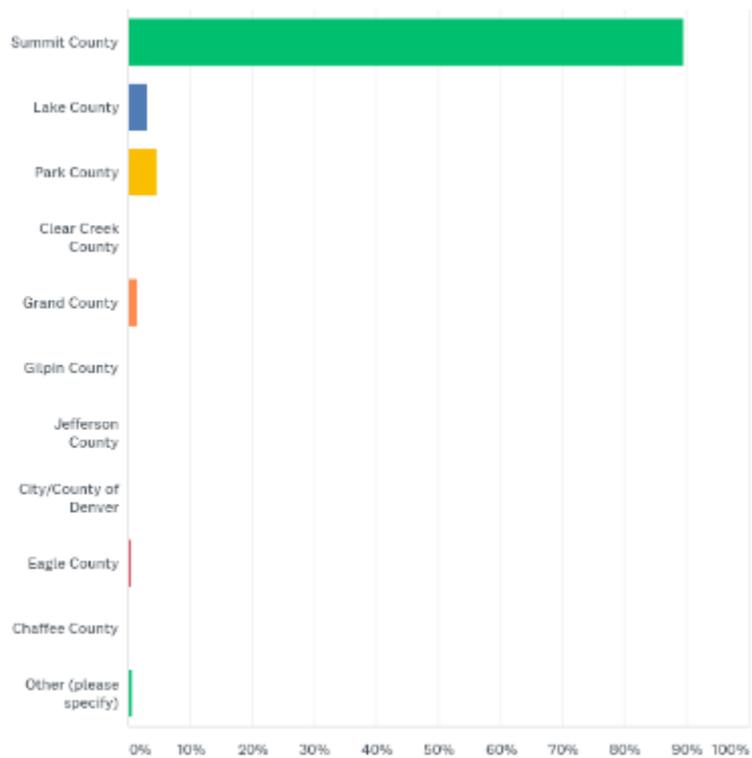


Answered: 92



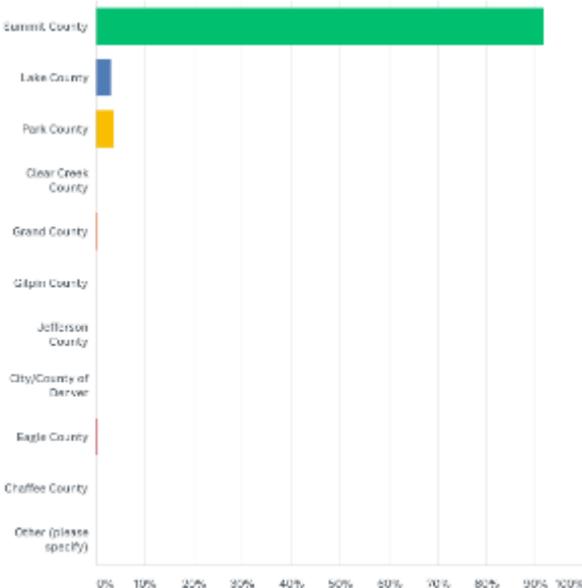
Q16: What county do you live in?

Answered: 874 Skipped: 99

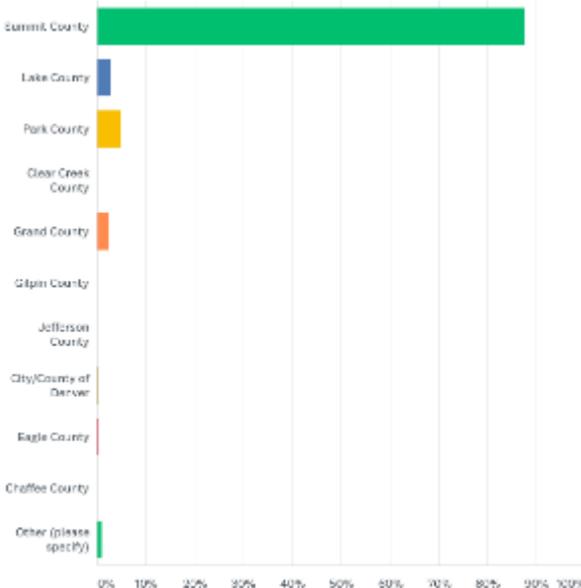


Q16: What county do you live in? (Rent/Own/Span)

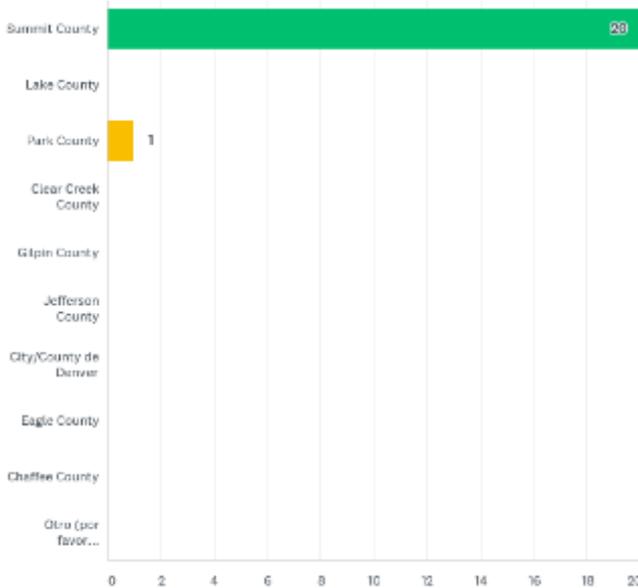
Answered: 421



Answered: 411

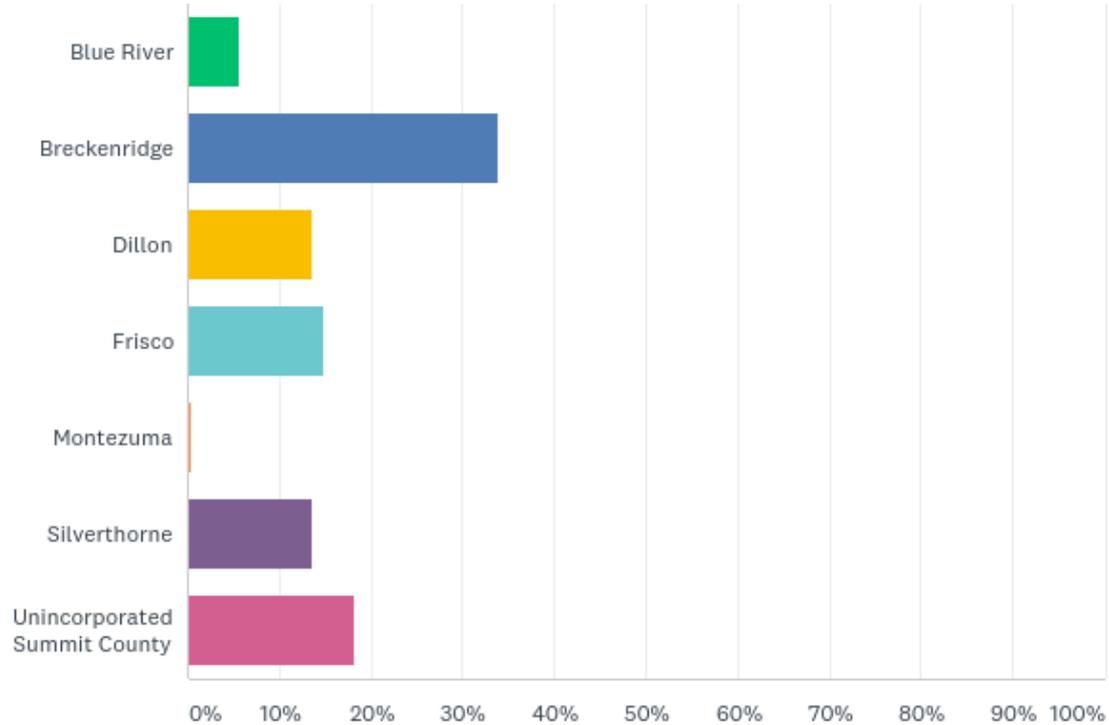


Answered: 21



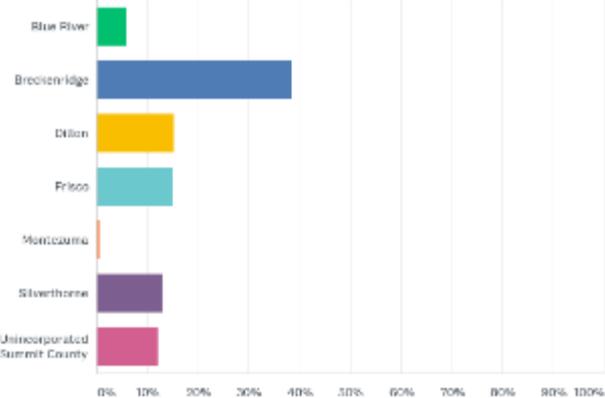
Q17: Which town do you live in?

Answered: 769 Skipped: 204

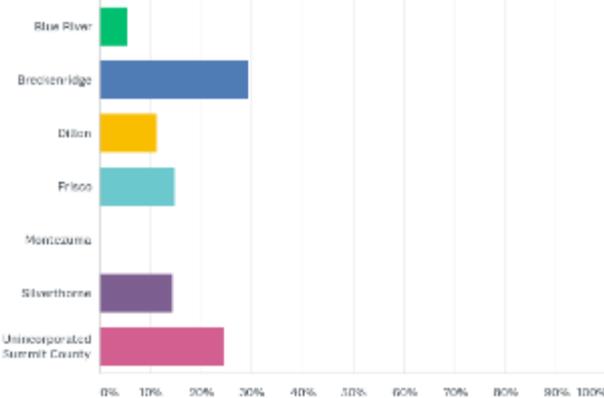


Q17: Which town do you live in? (Rent/Own/Span)

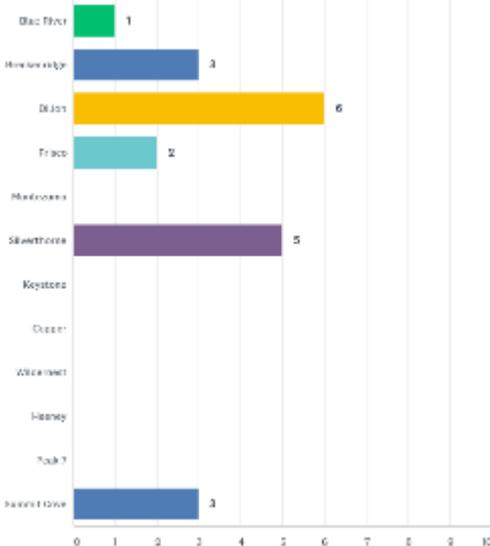
Answered: 380



Answered: 355

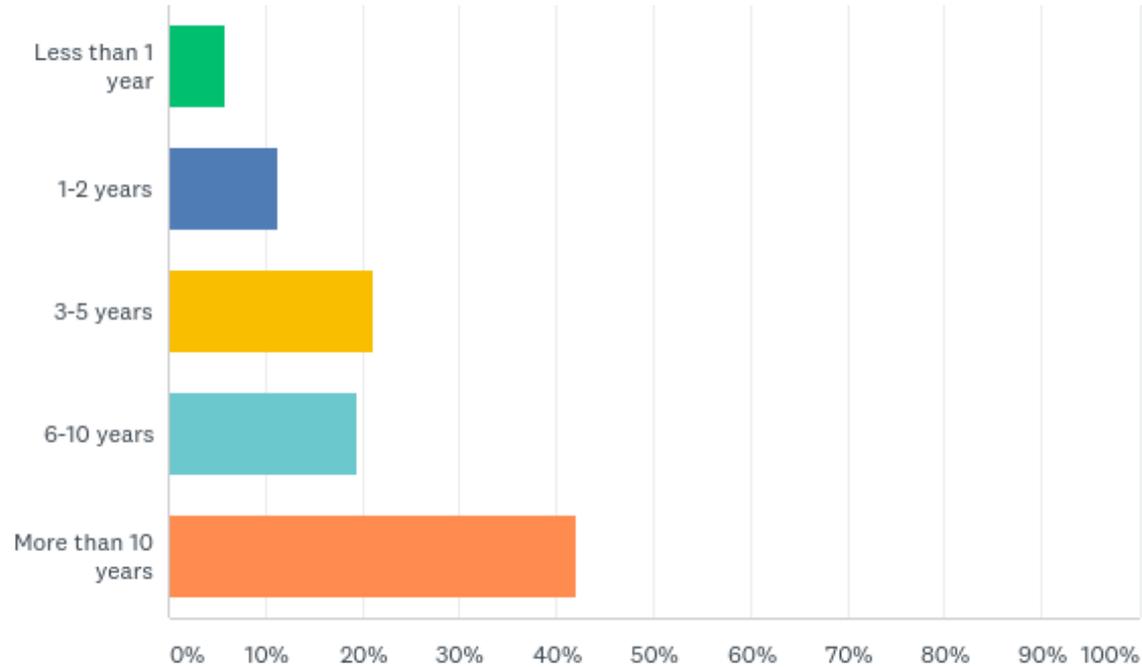


Answered: 20



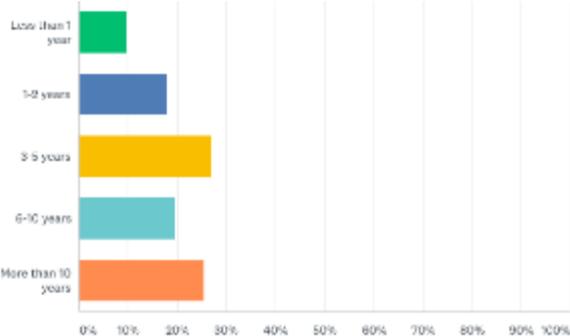
Q18: How long have you lived in Summit County?

Answered: 772 Skipped: 201

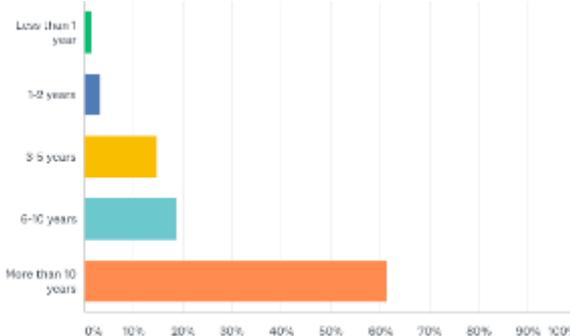


Q18: How long have you lived in Summit County? (Rent/Own/Span)

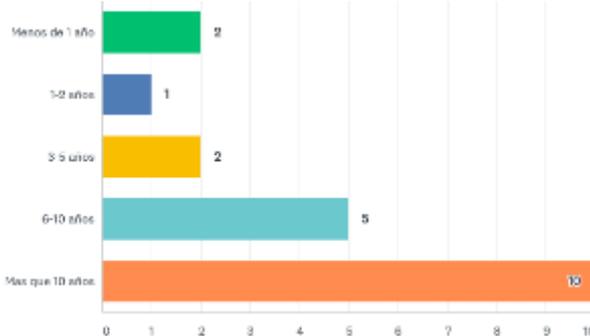
Answered: 383



Answered: 355

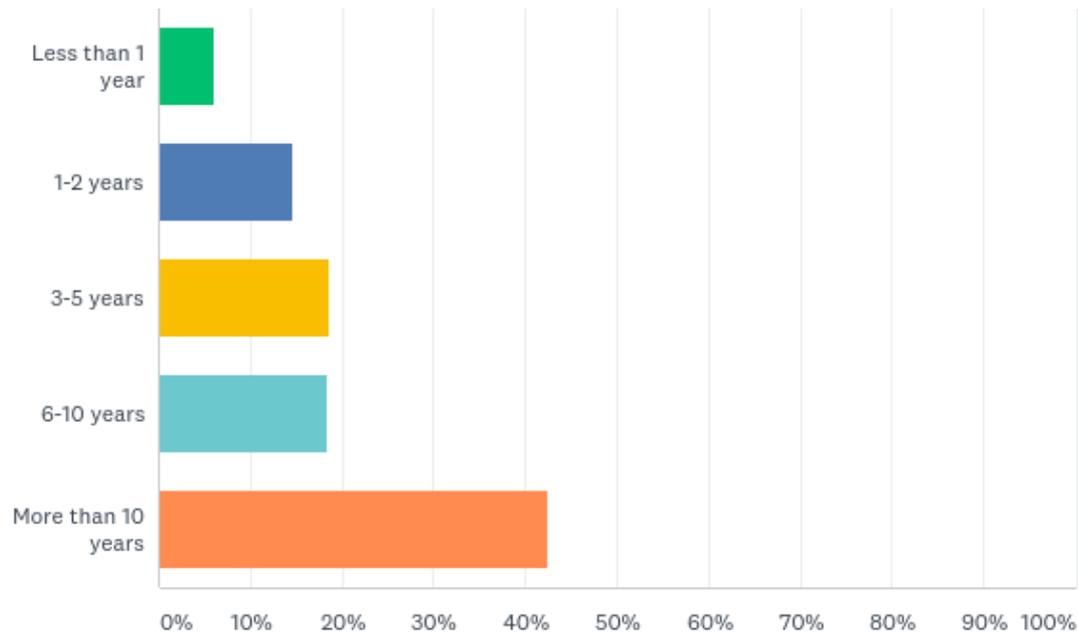


Answered: 20



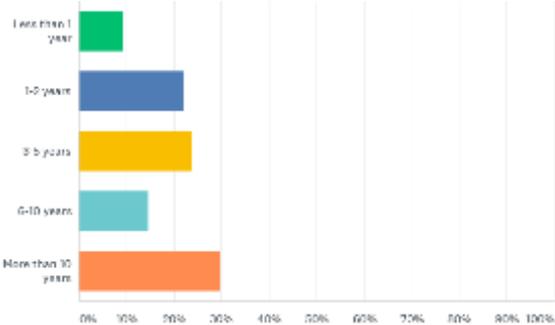
Q19: Looking ahead, how many more years do you see yourself living in Summit County?

Answered: 770 Skipped: 203

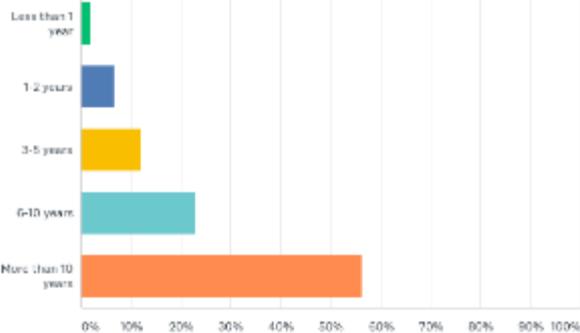


Q19: Looking ahead, how many more years do you see yourself living in Summit County?(Rent/Own/Span)

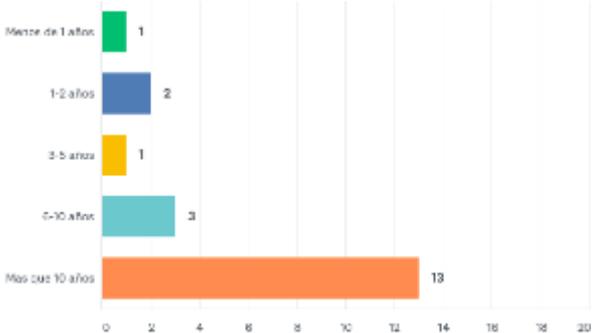
Answered: 380



Answered: 356

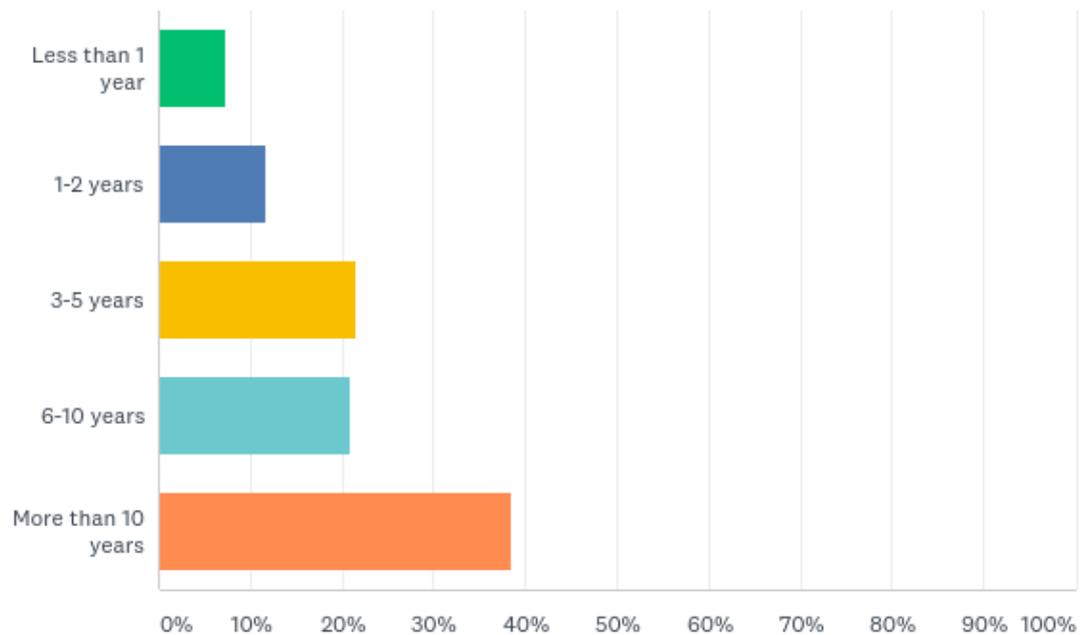


Answered: 20



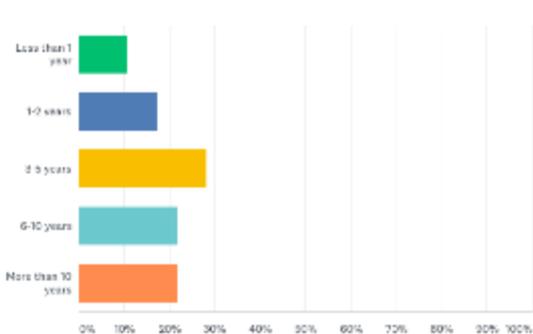
Q20: How many years have you worked in Summit County?

Answered: 867 Skipped: 106

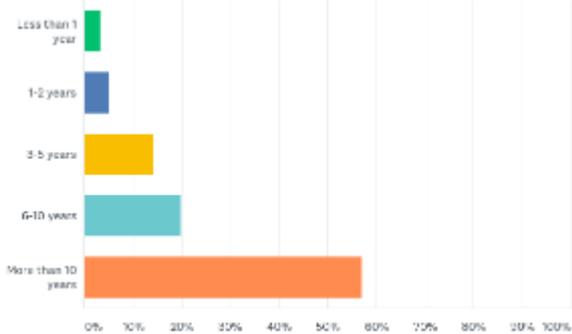


Q20: How many years have you worked in Summit County? (Rent/Own/Span)

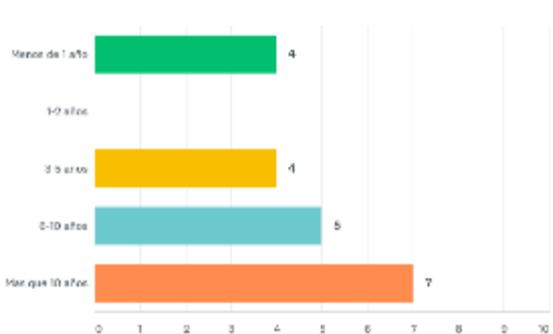
Answered: 420



Answered: 406

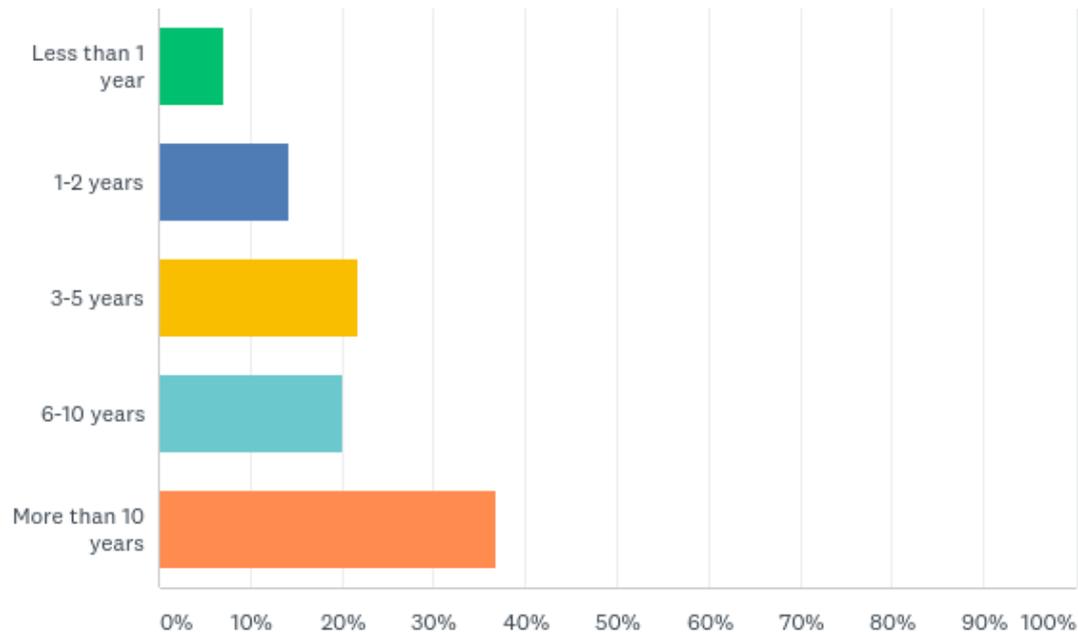


Answered: 20



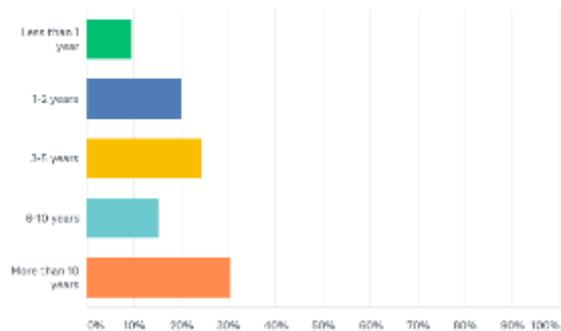
Q21: Looking ahead, how many more years do you see yourself working in Summit County?

Answered: 862 Skipped: 111

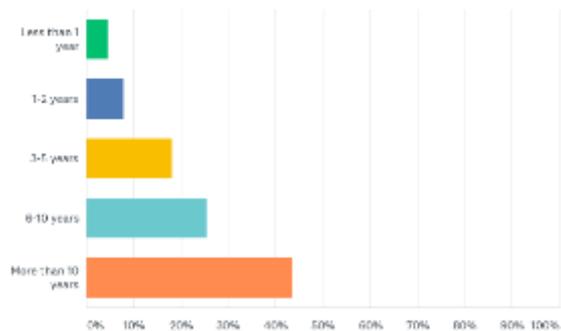


Q21: Looking ahead, how many more years do you see yourself working in Summit County? (Rent/Own/Span)

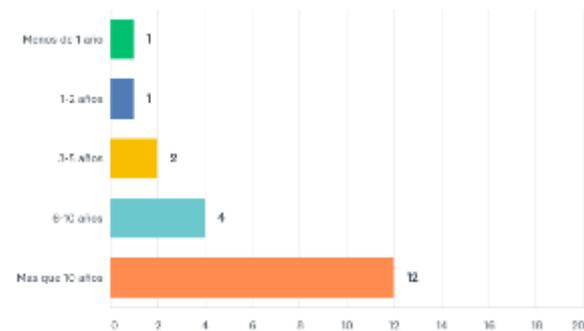
Answered: 415



Answered: 406

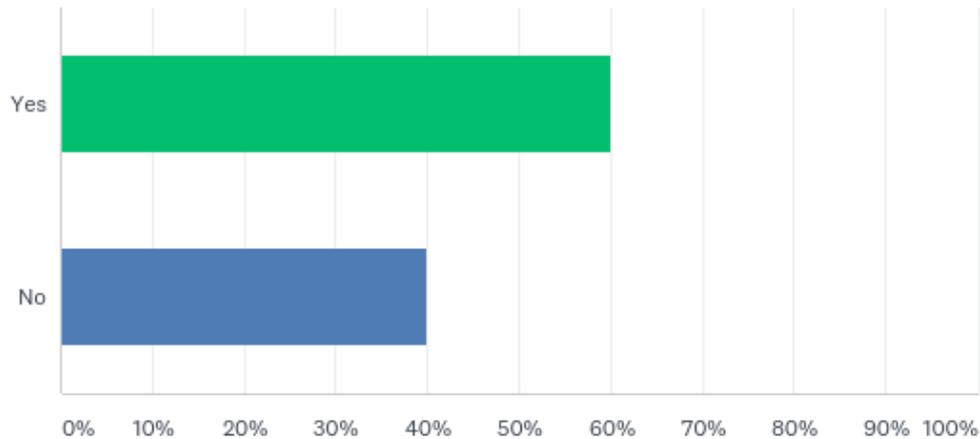


Answered: 20



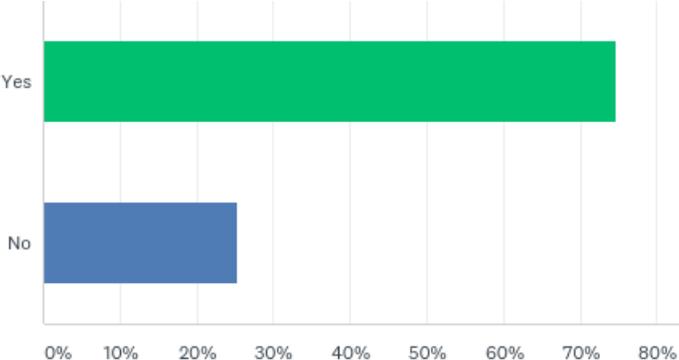
Q22: Within the past 12 months, have you ever held more than one job at a time?

Answered: 866 Skipped: 107

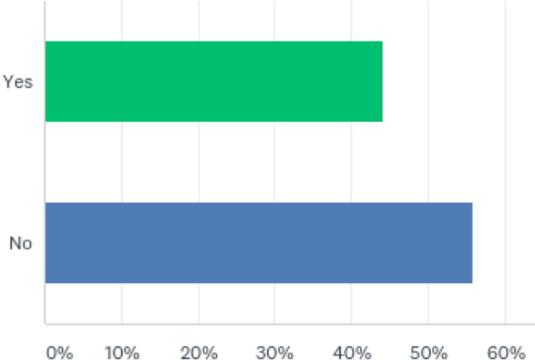


Q22: Within the past 12 months, have you ever held more than one job at a time? (Rent/Own/Span)

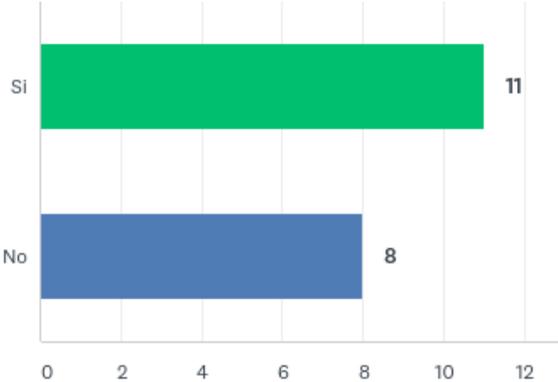
Answered: 420



Answered: 405

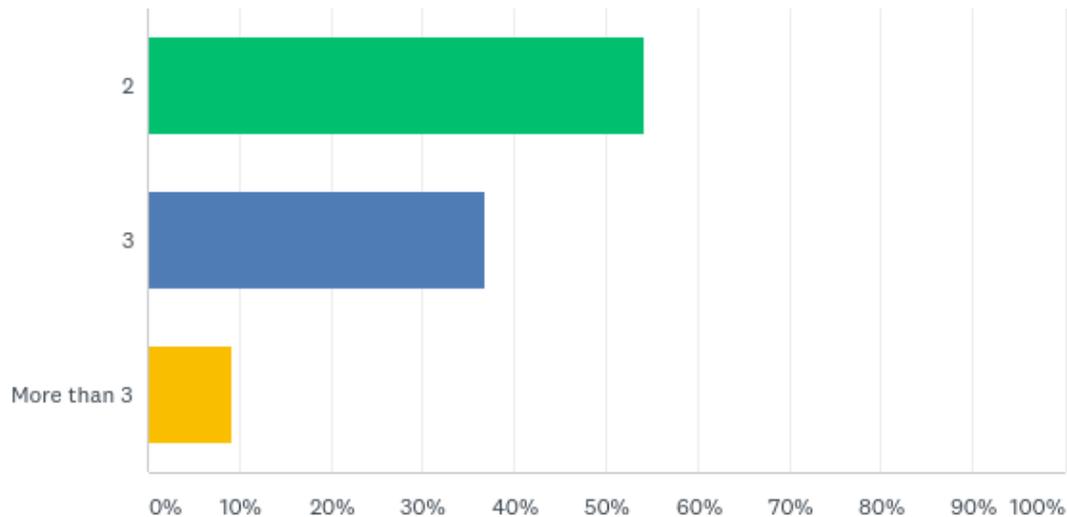


Answered: 19



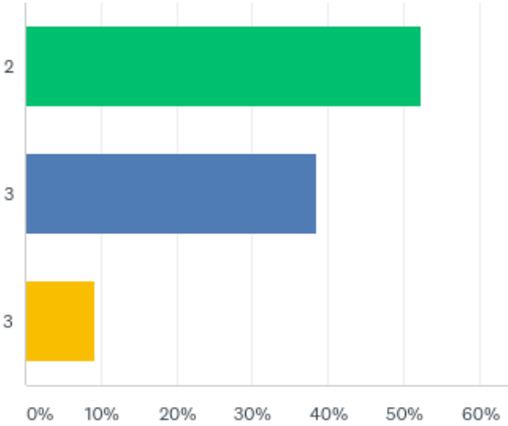
Q23: Within the past 12 months, what is the greatest number of jobs you have held at once?

Answered: 460 Skipped: 513

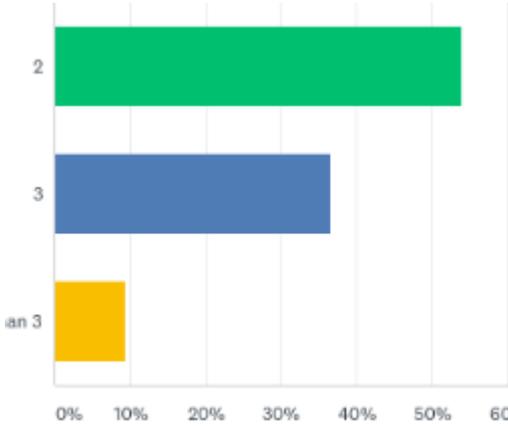


Q23: Within the past 12 months, what is the greatest number of jobs you have held at once? (Rent/Own/Span)

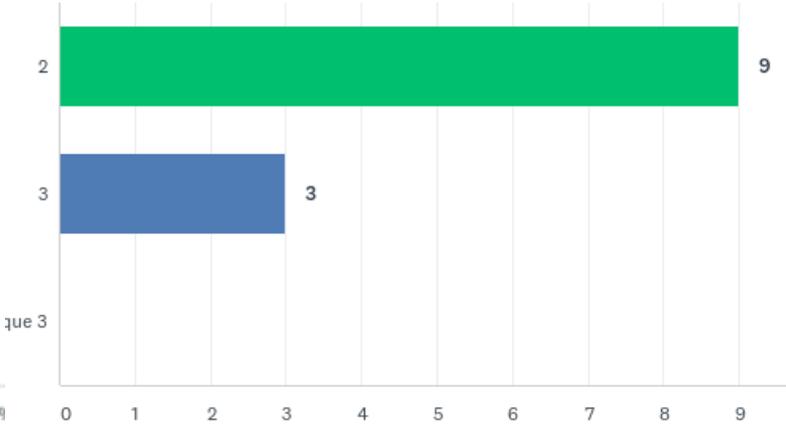
Answered: 273



Answered: 161

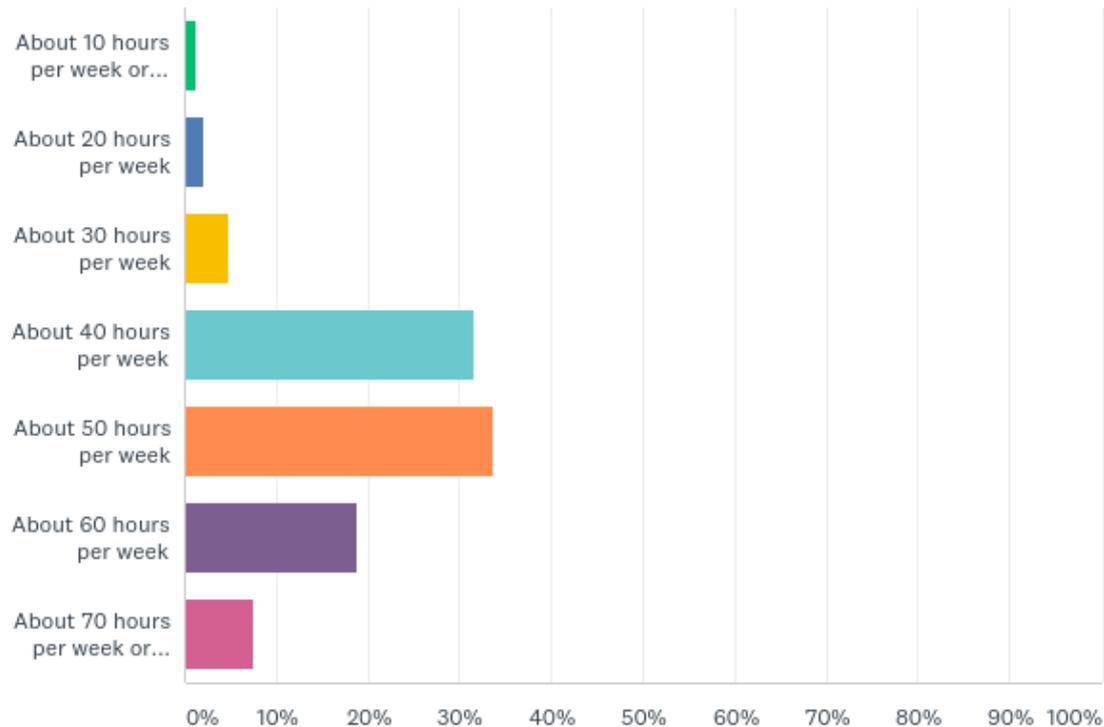


Answered: 12



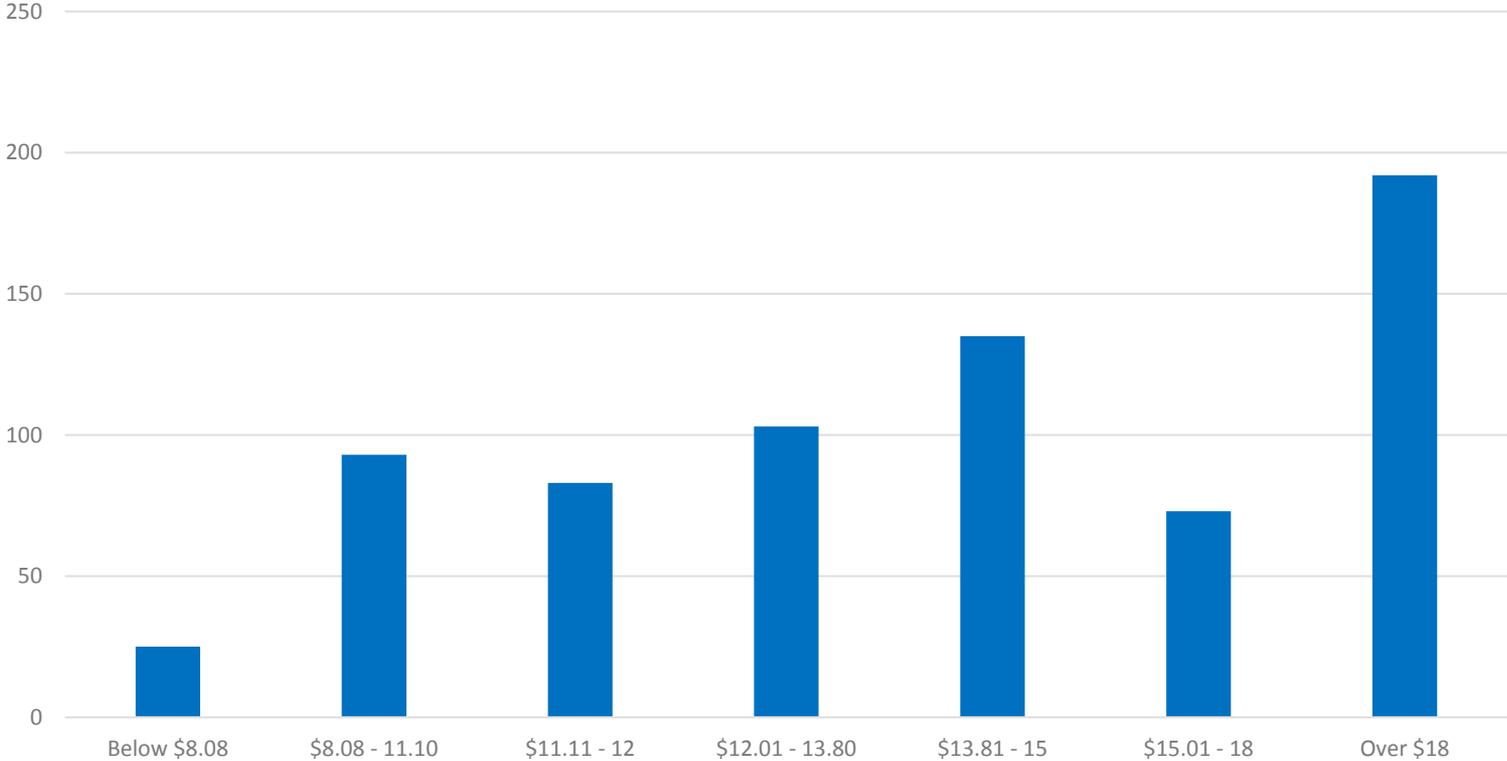
Q24: During the past 12 months, how many hours per week have you worked, on average?

Answered: 752 Skipped: 221

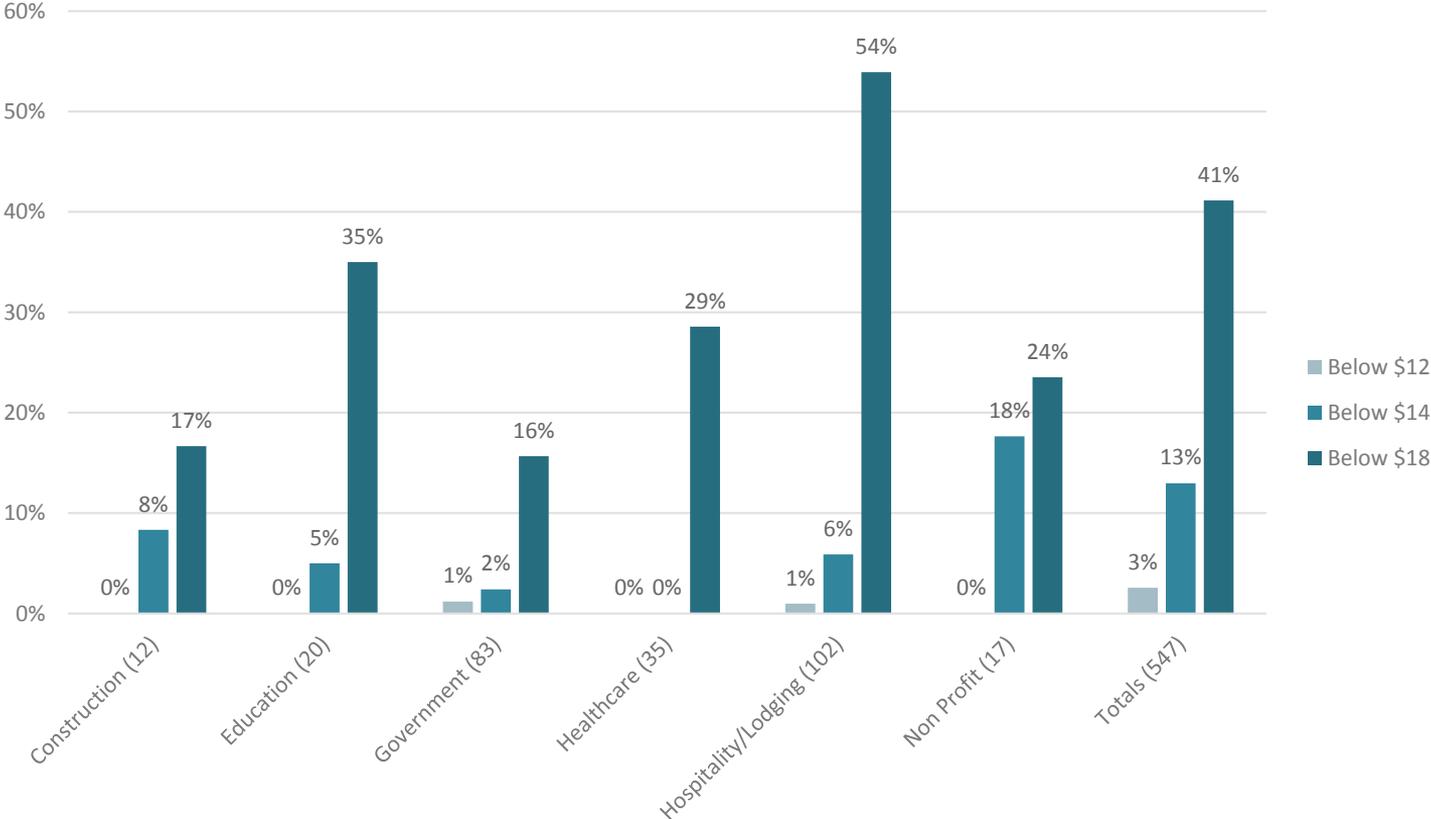


Q25: During the past three years, what is the lowest hourly wage (including tips) you have received at a job in Summit County?

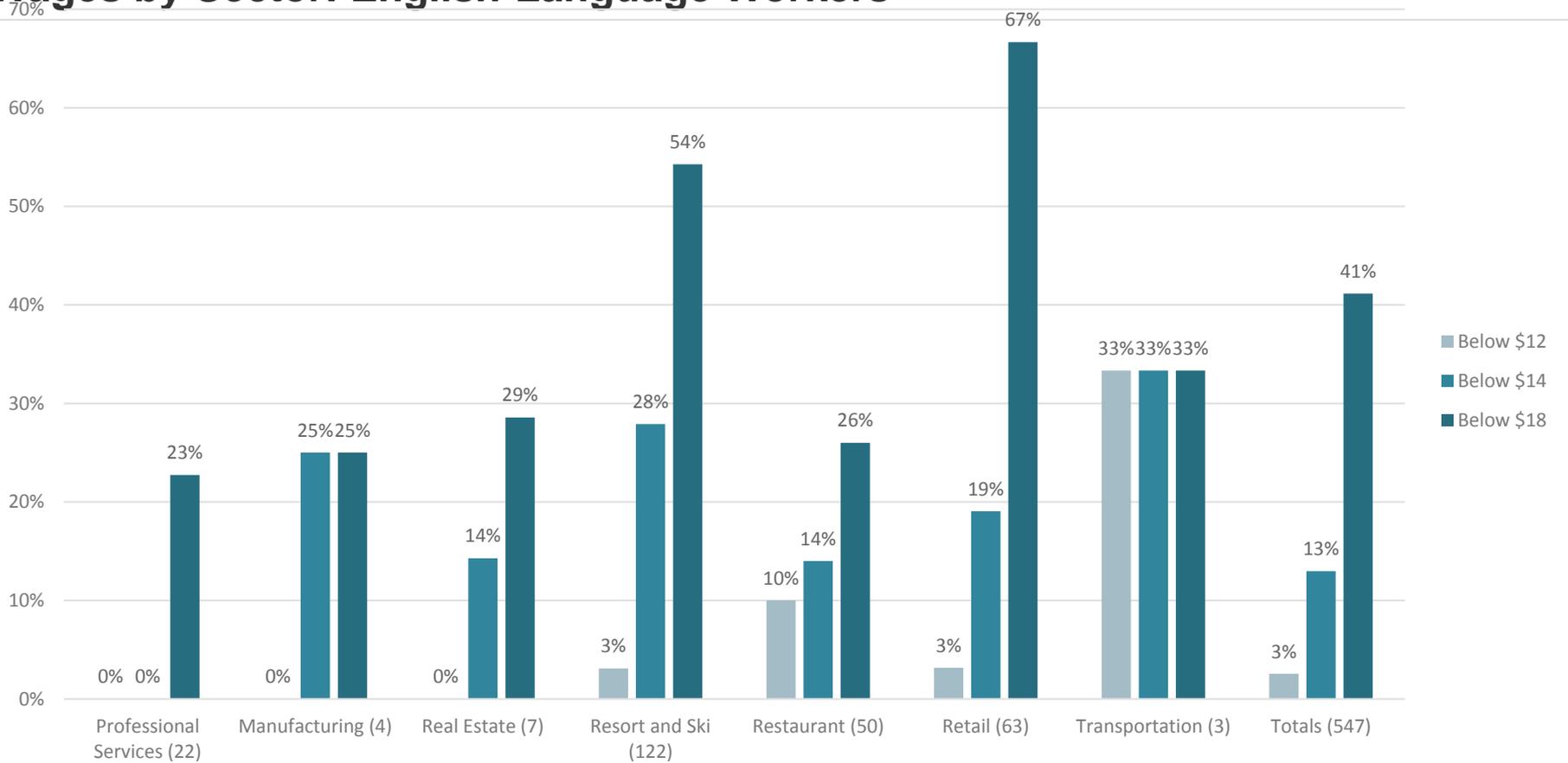
Answered: 704



Wages by Sector: English-Language Workers

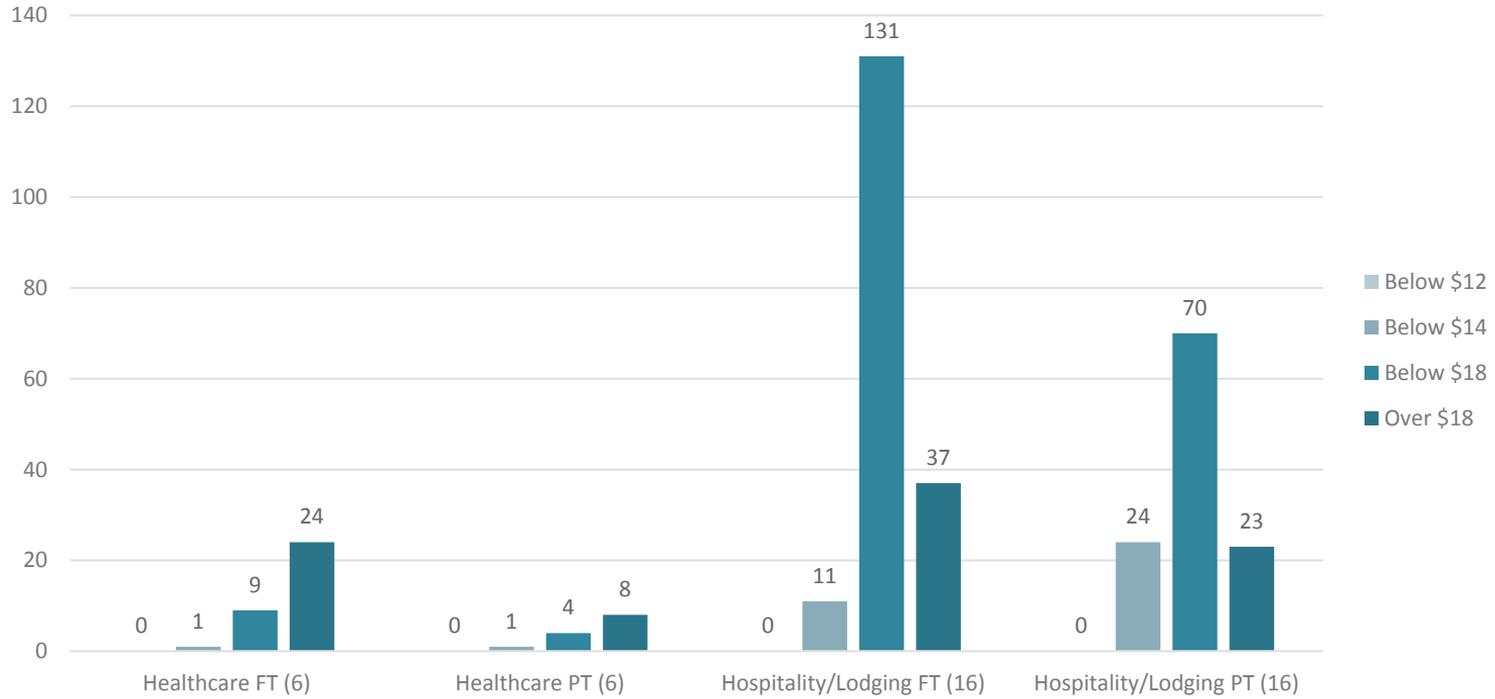


Wages by Sector: English-Language Workers



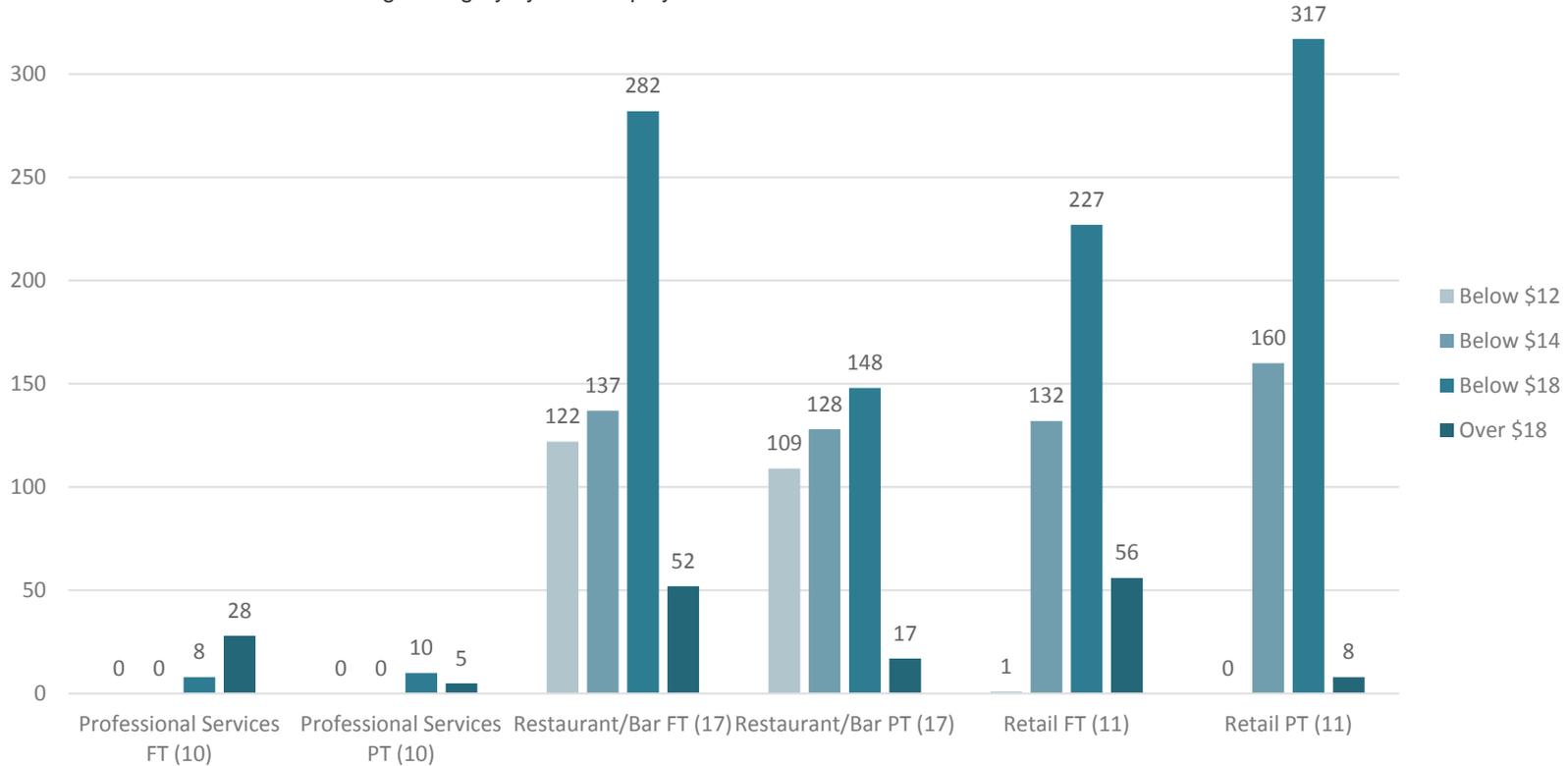
Wages by Sector: Employers

Number of workers identified in each wage category by their employer



Wages by Sector: Employers

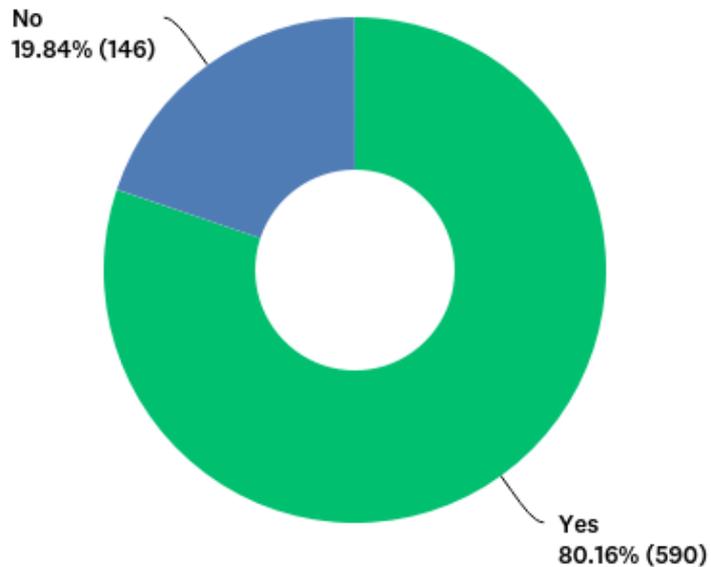
350
Number of workers identified in each wage category by their employer



Reported Tip Range = \$3 to \$80, Reported Tip Average = \$19.06, Reported Tip Median = \$15

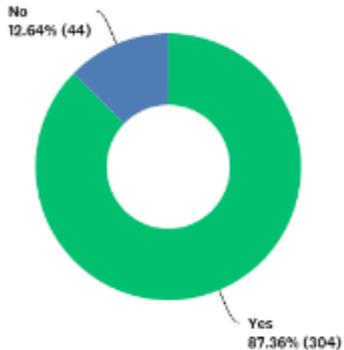
Q26: The Colorado statewide minimum wage is currently \$11.10 per hour and will rise to \$12 per hour in 2020. Do you think Summit County should have a minimum wage that is higher than the state minimum wage? (English-Language Workers)

Answered: 736 Skipped: 237

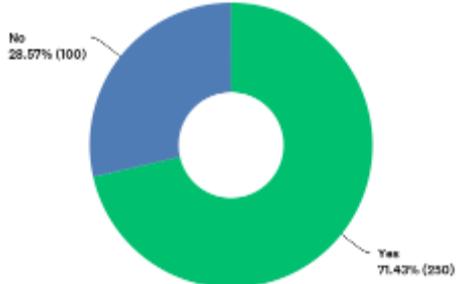


Q26: The Colorado statewide minimum wage is currently \$11.10 per hour and will rise to \$12 per hour in 2020. Do you think Summit County should have a minimum wage that is higher than the state minimum wage? (Renter/Owner/Spanish/Employer)

Answered: 348



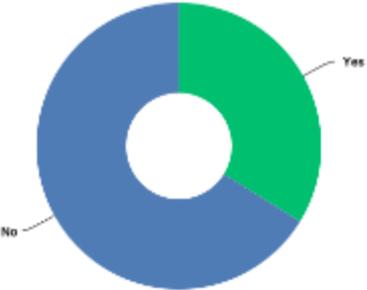
Answered: 350



Answered: 19

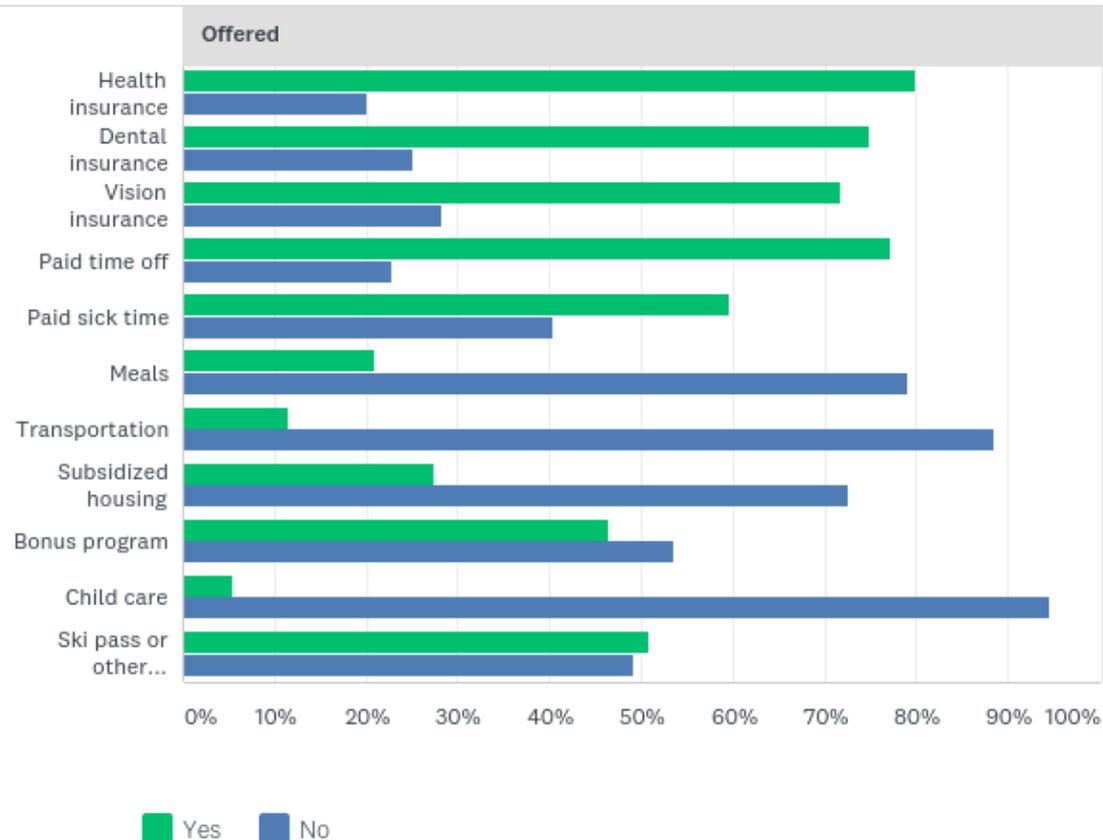


Answered: 68



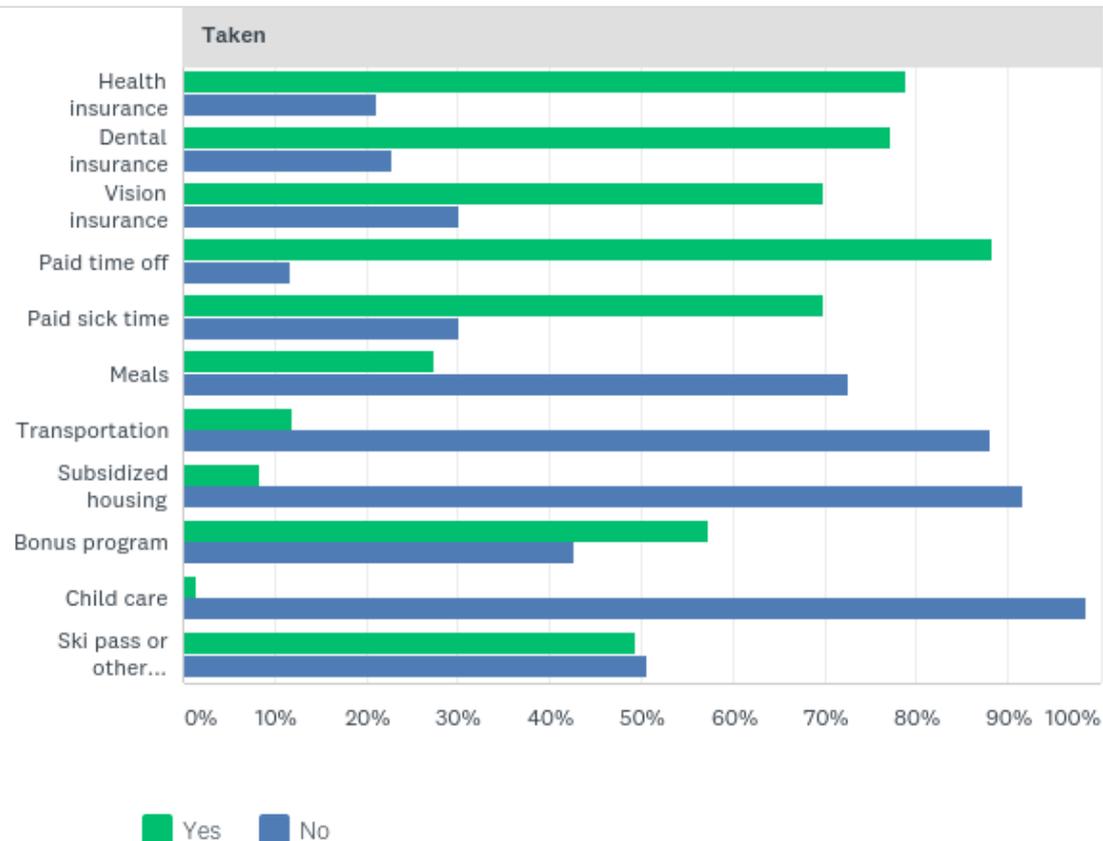
Q28: Which of the following benefits are offered to you by your employer(s)? If they're offered, do you take them? (ELW)

Answered: 707 Skipped: 266



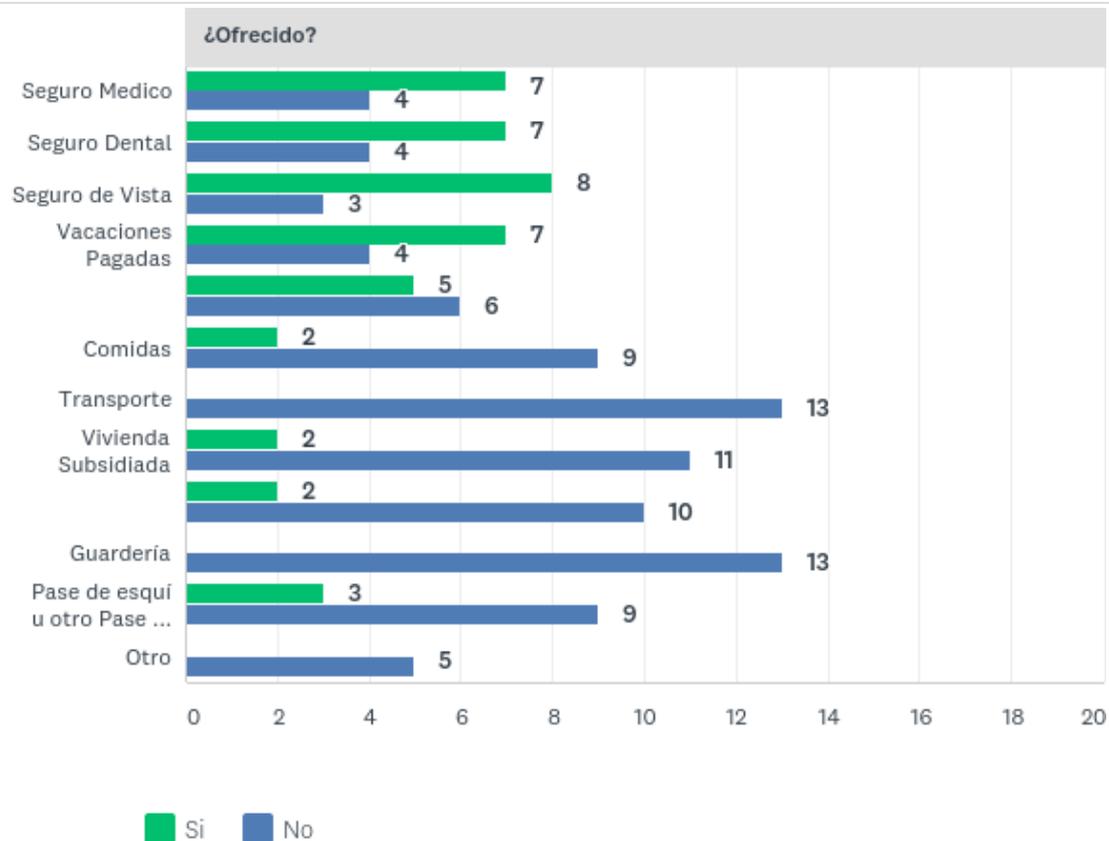
Q28: Which of the following benefits are offered to you by your employer(s)? If they're offered, do you take them? (ELW)

Answered: 707 Skipped: 266



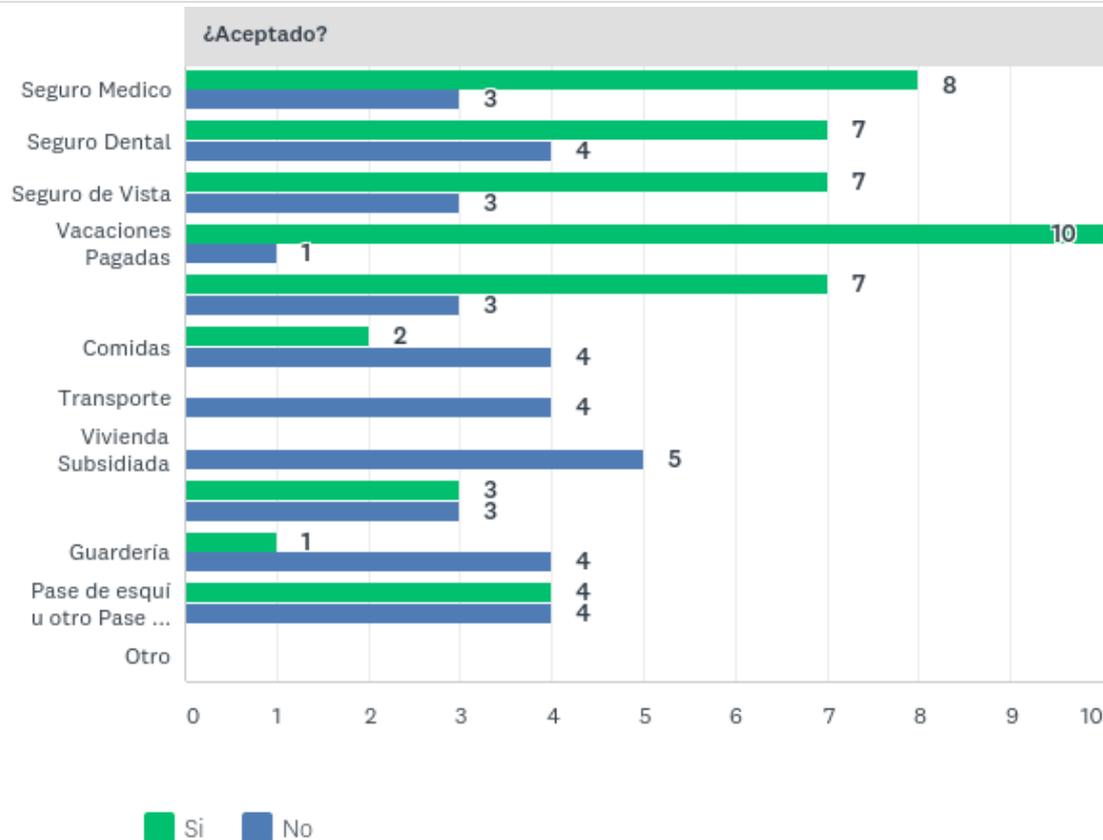
Q35: ¿Cuál de los siguientes beneficios le ha ofrecido su empleador? ¿Los acepta? (SLW)

Answered: 14 Skipped: 0



Q35: ¿Cuál de los siguientes beneficios le ha ofrecido su empleador? ¿Los acepta? (SLW)

Answered: 14 Skipped: 10



Summit County Employer Survey: Minimum Wage

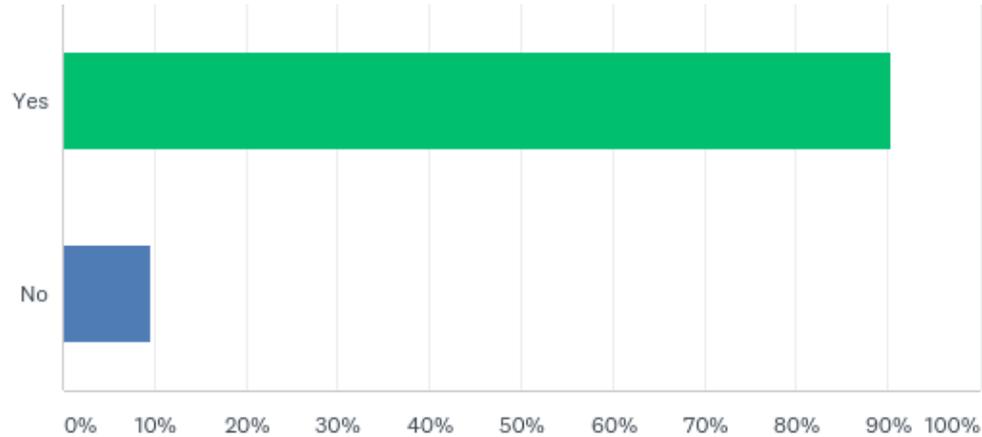
Oct. 24 – Nov. 3, 2019

72

Total Responses

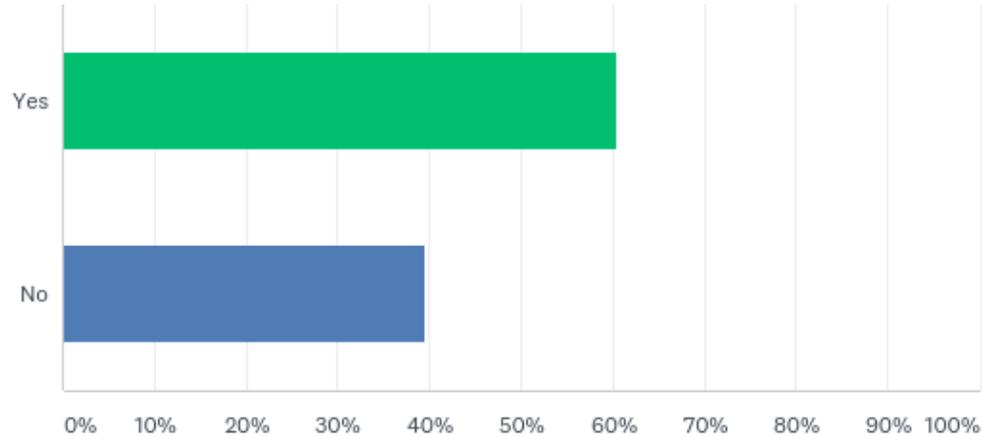
Q11: Do you offer annual raises to your employees?

Answered: 72 Skipped: 0



Q13: Do you offer benefits to your employees?

Answered: 71 Skipped: 1



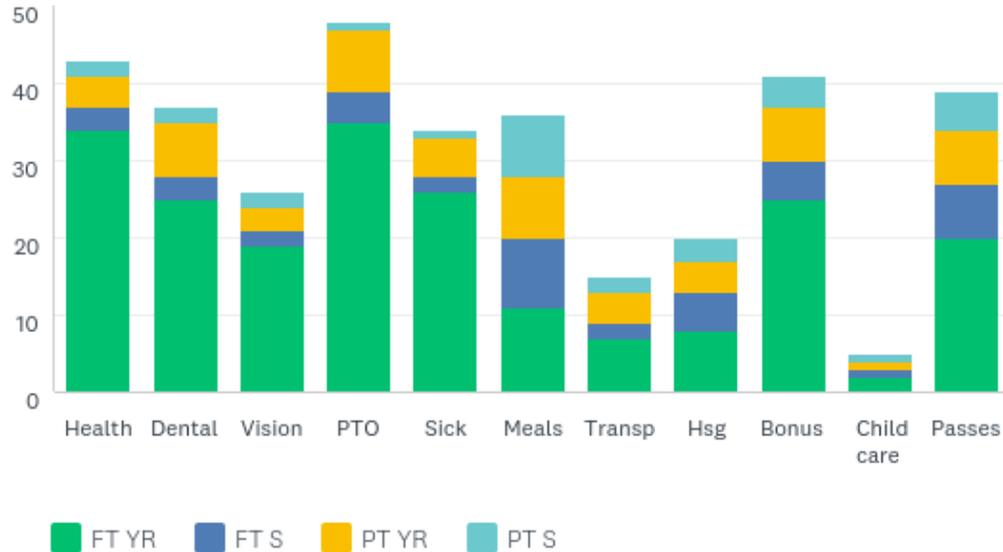
Q13: Do you offer benefits to your employees?

Answered: 71 Skipped: 1

ANSWER CHOICES	RESPONSES	
Yes	60.56%	43
No	39.44%	28
TOTAL		71

Q15: Which benefits do you offer to your full-time (FT), part-time (PT), year-round (YR) and seasonal (S) employees?

Answered: 41 Skipped: 31



Q15: Which benefits do you offer to your full-time (FT), part-time (PT), year-round (YR) and seasonal (S) employees?

Answered: 41 Skipped: 31

	FT YR	FT S	PT YR	PT S	TOTAL RESPONDENTS
Health insurance	100.00% 34	8.82% 3	11.76% 4	5.88% 2	34
Dental insurance	100.00% 25	12.00% 3	28.00% 7	8.00% 2	25
Vision insurance	100.00% 19	10.53% 2	15.79% 3	10.53% 2	19
Paid time off	100.00% 35	11.43% 4	22.86% 8	2.86% 1	35
Paid sick time	100.00% 26	7.69% 2	19.23% 5	3.85% 1	26
Meals	91.67% 11	75.00% 9	66.67% 8	66.67% 8	12
Transportation	87.50% 7	25.00% 2	50.00% 4	25.00% 2	8
Subsidized housing	88.89% 8	55.56% 5	44.44% 4	33.33% 3	9
Bonus program	96.15% 25	19.23% 5	26.92% 7	15.38% 4	26
Child care	100.00% 2	50.00% 1	50.00% 1	50.00% 1	2
Ski pass or other recreation pass	100.00% 20	35.00% 7	35.00% 7	25.00% 5	20

October 15, 2019

Both Denver DHS and CCLP/Bell Policy did some analysis of the potential “cliff effect” of a rise in the minimum wage. Their findings were nearly identical:

Assuming full-time work at minimum wage, overarchingly an increase to the minimum wage to \$13.80/hour or \$15.87/hour would not impact eligibility (based on income) in the major assistance programs.

Generally speaking, either a full-time income at current minimum wage is already higher than the income limit in some programs (particularly for single folks), or the increase in minimum wage would not impact eligibility based on income (particularly for families with children).

In the areas where some benefit eligibility could be lost, those tend to be programs where the benefit amount gradually decreases as income increases, rather than cutting folks off altogether. So there would likely either be a net-neutral impact to overall resources (income + benefits), or a net increase in overall resources, when increasing the minimum wage to the two levels proposed.

Based on our analysis, there appears to be no impact in benefit eligibility for a 2-person household with one parent and one child (or any household with one parent and more than one child).

Where we *could* see benefit loss at higher wages is in SNAP and in LEAP (energy assistance), for either a 1-person full-time income household, or a 4-person household (two parent, two child) with two full-time incomes. Again, generally speaking, with gradually decreasing benefit amounts in those programs, the gain in income likely equals or exceeds the loss in benefit.

Some questions have arisen about the impact for folks with disabilities who are allowed to earn a limited amount through part time work but are not eligible to exceed those earnings. The number of hours these individuals can work is already variable based on wage levels, and will continue to be. An increased minimum wage may require adjustment in hours to stay under the limit. But this is the case today already.

** These findings have been confirmed by EPI in other states or cities that have increased minimum wage.

Sent from my iPad

Attachment E

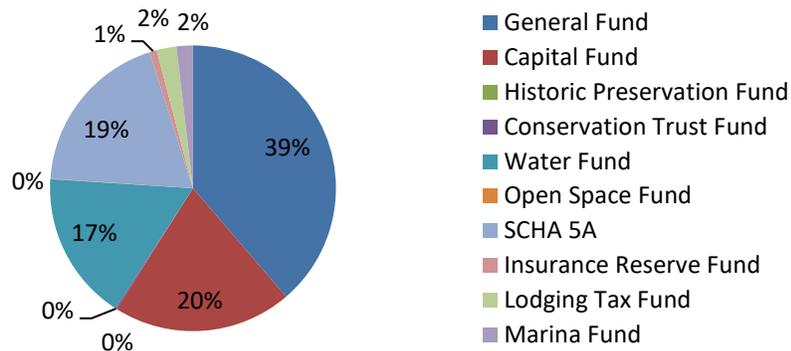
	State 3% COLA	Summit \$.50	Diff to State est	Summit \$.75	Diff to State est	Summit \$1.00	Diff to State est
2020	12.00	12.00	0.00	12.00	0.00	12.00	0.00
2021	12.36	12.50	0.14	12.75	0.39	13.00	0.64
2022	12.73	13.00	0.27	13.50	0.77	14.00	1.27
2023	13.11	13.50	0.39	14.25	1.14	15.00	1.89
2024	13.51	14.00	0.49	15.00	1.49	15.00	1.49
2025	13.91	14.50	0.59	15.00	1.09	15.00	1.09
2026	14.33	15.00	0.67	15.00	0.67	15.00	0.67
2027	14.76	15.00	0.24	15.00	0.24	15.00	0.24
2028	15.20	15.20	0.00	15.20	0.00	15.20	0.00

**FINANCE REPORT - CASH POSITION
NOVEMBER 2019**

LEDGER BALANCES:

General Fund	\$9,877,732.69
Capital Fund	\$5,173,581.59
Historic Preservation Fund	\$1,011.49
Conservation Trust Fund	\$42,868.50
Water Fund	\$4,310,473.38
Open Space Fund	\$12,377.96
SCHA 5A	\$4,851,786.74
Insurance Reserve Fund	\$209,694.34
Lodging Tax Fund	\$572,993.55
Marina Fund	\$472,656.77
TOTAL	\$25,525,177.01

Cash Percentage of Total Ledger

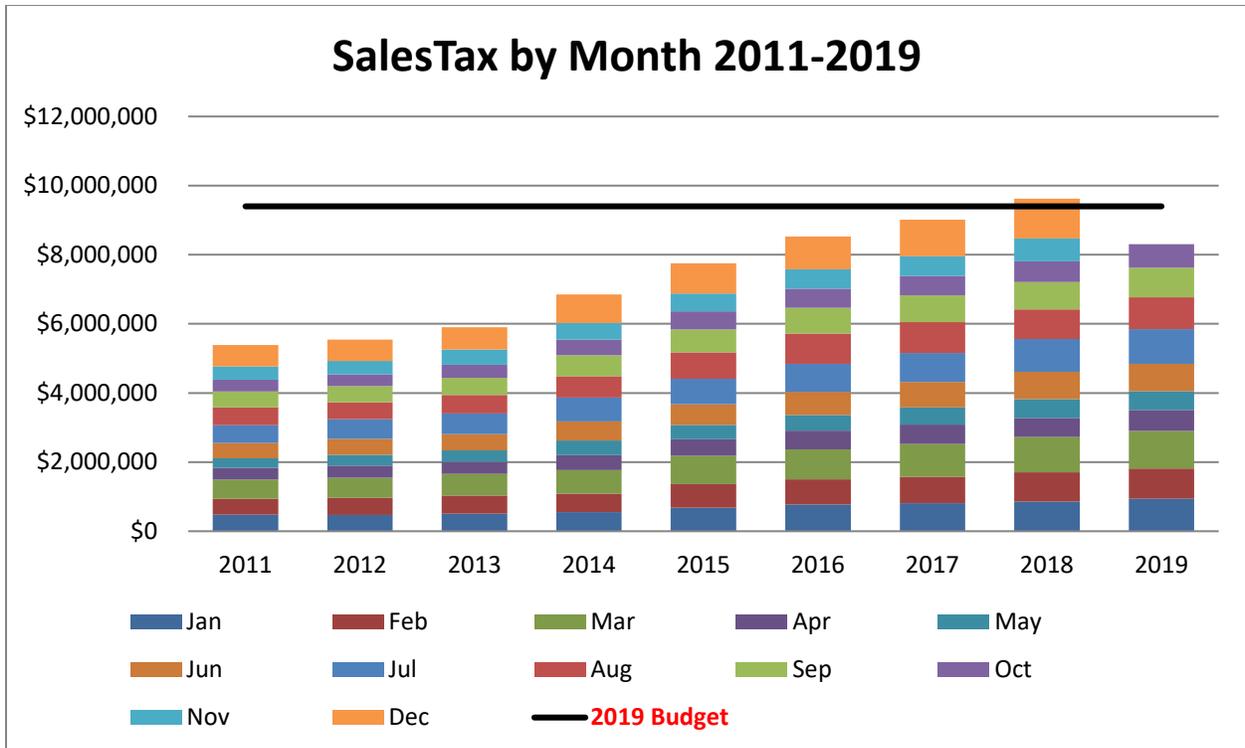


ALLOCATION OF FUNDS:

Wells Fargo Bank West NA - Operating Account Bank Balance	\$1,688,138.60
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$5,518.26)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$143,341.08)
DIT Cash Clearing Account	\$0.00
Colotrust Plus	\$12,547,669.58
CSAFE	\$1,431,434.06
CSIP	\$2,187,239.54
Solera National Bank Savings	\$1,393,715.20
Alpine Bank CD	\$272,080.94
FirstBank CD	\$270,561.81
Wells Fargo CD	\$2,533.41
Flatirons Bank CD	\$240,000.00
Western States Bank CD	\$241,391.34
SIGMA Securities	\$1,960,758.81
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$1,220,015.47
ProEquities	\$1,728,497.59
TOTAL	\$25,525,177.01

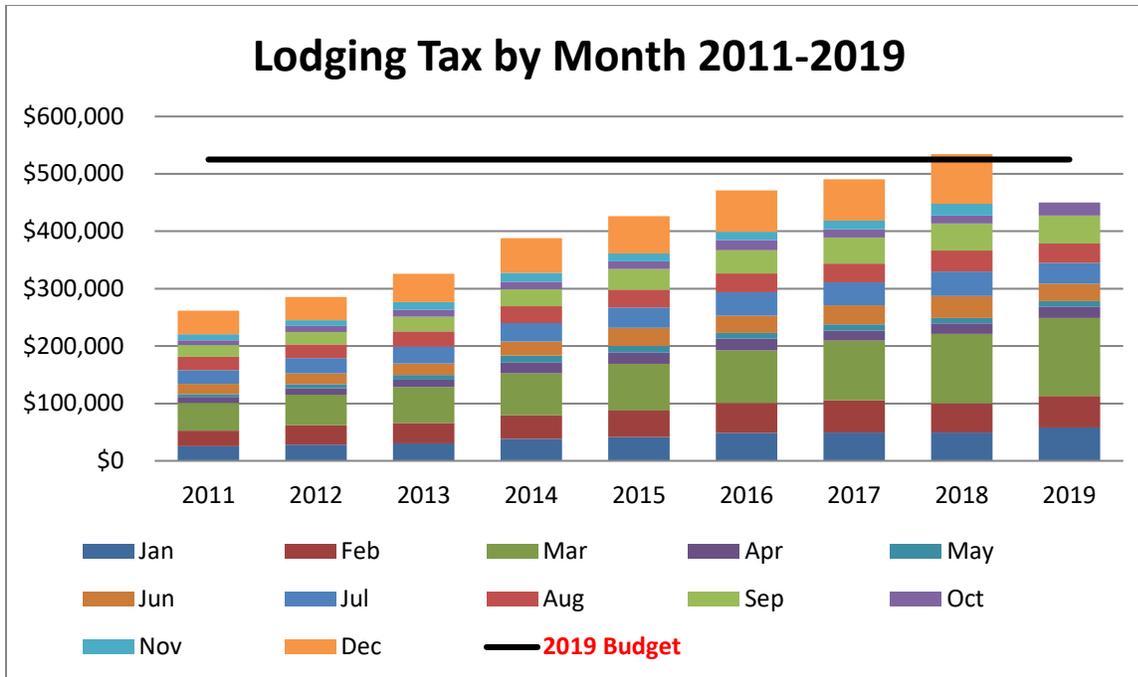
TREASURER'S REPORT
FUND SUMMARIES - NOVEMBER 2019

Department	2019 Budget	Year to Date	% of Budget
General Fund:			
Revenues	\$14,528,650	\$12,856,289	88.5%
Expenditures	\$13,757,644	\$10,707,815	77.8%
Capital Fund:			
Revenues	\$2,654,007	\$1,512,320	57.0%
Expenditures	\$5,457,591	\$2,989,397	54.8%
Historic Preservation Fund:			
Revenues	\$1,000	\$1,011	101.1%
Expenditures	\$0	\$0	0.0%
Conservation Trust Fund:			
Revenues	\$29,300	\$29,612	101.1%
Expenditures	\$39,600	\$37,640	95.1%
Water Fund:			
Revenues	\$1,059,000	\$1,055,393	99.7%
Expenditures	\$1,249,931	\$675,254	54.0%
Open Space Fund:			
Revenues	\$175	\$266	151.9%
Expenditures	\$0	\$0	0.0%
SCHA 5A Fund:			
Revenues	\$1,294,320	\$1,476,657	114.1%
Expenditures	\$2,092,740	\$44,328	2.1%
Insurance Reserve Fund:			
Revenues	\$1,800	\$4,503	250.2%
Expenditures	\$65,000	\$0	0.0%
Lodging Tax Fund:			
Revenues	\$568,000	\$501,342	88.3%
Expenditures	\$572,365	\$472,712	82.6%
Marina Fund			
Revenues	\$6,380,000	\$7,034,130	110.3%
Expenditures	\$5,438,064	\$4,838,239	89.0%
92% OF THE FISCAL YEAR HAS ELAPSED			



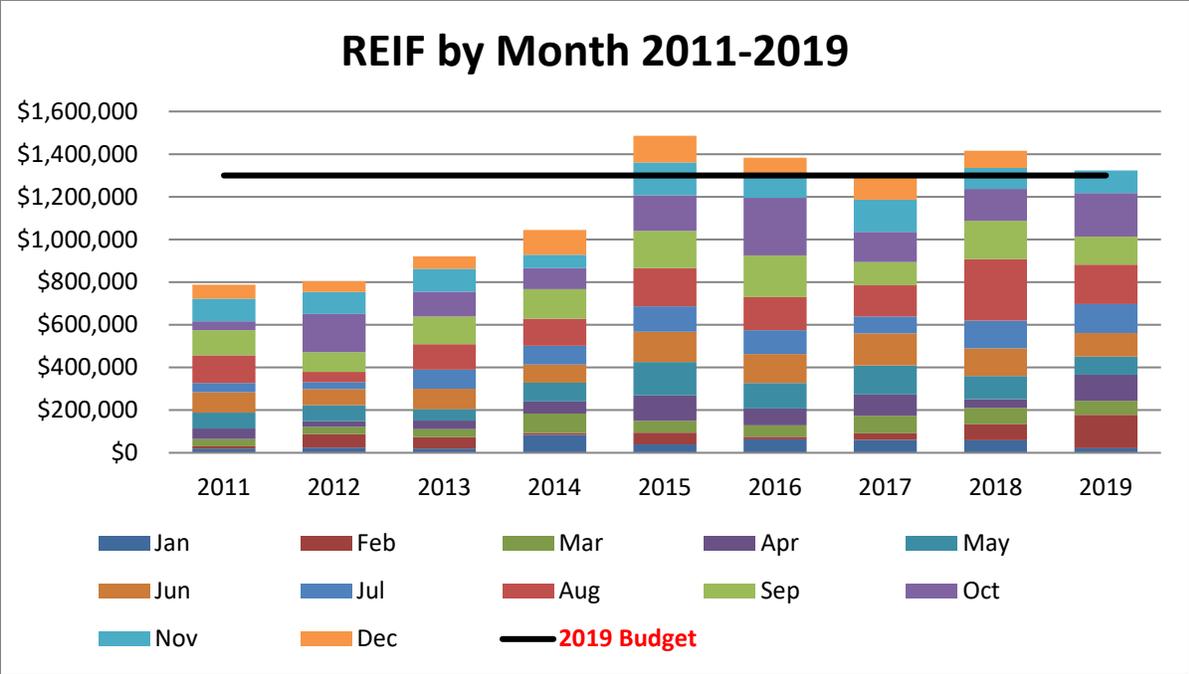
Year-to-date through October is up 6.36% or \$496,474 compared to Y-T-D 2018. The actual year to date dollar amount for October is \$8,306,687 compared to \$7,810,213 for October 2018. For the Month of October total sales tax receipts posted a 13.67% increase over October of 2018, or \$81,961 in actual dollars.

With only nine out of seventeen categories showing growth in the month of October we still collected nearly \$82,000 more in sales tax compared to 2018. Having short term rental owner's finally come on board with filings we had a 142% increase in vacation rentals this month. There are only two months of tax collections left in the year. With outstanding snow falls and early season openings staff is confident tourism will remain strong throughout the rest of the year and we will hit, if not exceed budget projections.



Year-to-date through October is up 5.25% or \$22,429 compared to Y-T-D 2018. The actual year to date dollar amount for October is \$449,886 compared to \$427,457 for October 2018. For the month of October revenues are up \$8,514 compared to October 2018.

Staff was optimistic by predicting lodging taxes coming in this year with record numbers. With only two months remaining in the year and a strong tourism base we are confident that budget projections will be hit if not exceeded.



Year-to-date through November is down 0.92% or \$12,307 compared to Y-T-D 2018. The actual year-to date dollar amount is \$1,323,587 compared to \$1,335,894 Y-T-D 2018.

With limited options in the market prices of real estate are near record highs and providing higher transfer tax amounts. Staff was very optimistic that we would exceed 2019 budgeted amounts and even increased the projections to be near record highs. Thankfully the real estate market has been very strong and staff is not only optimistic but now confident that budget projections will be hit.

REIF REPORT - NOVEMBER 2019

SELLER'S LAST NAME	BUYER'S LAST NAME AND ADDRESS	REIF AMOUNT
HASTERT/HARRISON	CASTILLO/VAN HORNE, 1101 9000 DIVIDE ROAD, UNIT 208	8550.00
IWATA	IWATA TRUST, 1502 BERINO CT,UNIT C	0.00
ROYAL FLUSH ASSOCIATES LTD	FOOD ADDICTS LLC, 20 E MAIN STREET	15000.00
MORONEY	MUMFORD, 1127 9000 DIVIDE ROAD, UNIT 304	4900.00
SALE COLORADO PROPERTY LLC	PRIELIPP/KOSTOVNY, 203 CREEKSIDE DRIVE, UNIT 203	6950.00
LANG	MADZO, 708 LAGOON DRIVE, UNIT D	4090.00
MCMANIS	MCMANIS TRUST, 51 E MAIN, UNIT E	0.00
STEVEN W FOOSHEE TRUSTEE LIVING TRUST	BEARD, 75 GALENA STREET, UNIT 105-A	600.00
SHEELER	MOUNTAIN GROUP LIMITED LLC, 223 CREEKSIDE DRIVE, UNIT 303	6480.00
FRF PROPERTIES 1902 LLC	WILSON, 605 E MAIN STREET, UNIT 201	0.00
TOMAZIN	COCALLING LLC, 115 MOUNTAIN POPPY WAY	0.00
THOMAS/PYLES	PAULUS COLORADO TRUST, 907A FRISCO STREET	6250.00
KJB 201 UNIT B LLC	BARTZ, 201 S 2ND AVE, UNIT B	0.00
BARTZ	EUGENE HOLDING LLC, 201 S 2ND AVE, UNIT B	6960.00
RYGG	TPR FRISCO LLC, 222 CREEKSIDE DRIVE, UNIT 116	0.00
GONGLOFF	ROWAN TOWNHOMES LLC, 510 BELFORD STREET, UNIT 2	0.00
MOOMY/EGGERT	EGGERT MOOMY TRUST, 334C STREAMSIDE LANE	0.00
DANILEY	MCCARTHY, 400 W MAIN STREET, UNIT 206	3000.00
MARISADECoux TRUST	WEISKOPF, 316 W MAIN STREET, UNIT 1	6250.00

FRYDENLUND	SMITH, 501 TELLER STREET, UNIT J	5200.00
PEZOLDT	THE ROMANS 8 TRUST, 200 GRANITE STREET, UNIT 312	0.00
PEZOLDT REVOCABLE TRUST	PEZOLDT, 200 GRANIT STREET, UNIT 312	0.00
MOORE	HENLEY FAMILY REVOCABLE LIVING TRUST, 81 MADISON AVE	6250.00
EGGLESTON	MUSILLO, 906 MEADOW CREEK DRIVE, UNIT 207	5450.00
DORAN	REED, 45 WATERTOWER PLACE, UNIT B-103	7700.00
LEWARK	DONNA LEWARK TRUST, 1125 NORTH SUMMIT BLVD	0.00
PRESCOTT	WEISBERG, 160 CREEKSIDE DRIVE, UNIT 18	4850.00
TAVALEZ/ARMIJO	PRESCOTT, 1660 LAKEVIEW TERRACE, UNIT 301F	6770.00

105,250.00

Report Criteria:

Business.License status = "Active"

Business.Year opened = "December 2019"

Business.Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Old School Records	Gerity, Michael P.	710 Main Street	Frisco	970-391-2575	Retail - Gifts
Out	Growers House	Growers House	3635 East 34th Street	Tucson	520-314-4840	Retail - General
Out	Home & Hearth Outfitters	Dines, Peter and Sunnie	286 South Logan Street	Denver	303-722-6698	Retail - HomeImprove
Out	Howard Lorton	Cook, William	12 East 12th Avenue	Denver	303-831-1212	Retail - Furnishings
Out	Innovative Plumbing & Heating So	Innovative Plumbing & Heating Solutions	3120 Prince Circle	Broomfield	303-246-8392	Retail - HomeImprove
Out	Lippert Dezigns	Lippert, Laurie	PMB 442 PO Box 7399	Breckenridge	970-389-3061	Retail - Gifts
Out	Magnolia Market	Gaines, Chip and Joanna	601 Webster Avenue	Waco	254-235-6111	Retail - Furnishings
Out	Montbell America	Hashimoto, Isamu	3550 Frontier Ave #B	Boulder	720-565-2800	Retail - General
Out	Platinum Sign Co	Welliver, Deeon	2916 I70 B	Grand Junction	970-248-9677	Retail - HomeImprove
Out	Project One	Project One	5971 SE 3rd Ave	New Plymouth	602-291-6211	Retail - HomeImprove
Out	Ridgeline Renovations	Ridgeline Renovations	11 Alpine Road	Dillon	970-418-0097	Retail - HomeImprove
Out	Tesla Electric Company	Keil, Felix	11916 West Cedar Drive	Lakewood	303-842-4505	Retail - HomeImprove
Out	Yama Mala	Smith, Carrie	251 High Point Drive	Breckenridge	970-409-6958	Retail - Gifts

ACTIVITY REPORT - NOVEMBER, 2019

POLICE

	2019	2018
Property Stolen	\$5,198	\$8,319
Property Recovered	\$0	\$0
Animal Control		
Citations	0	0
Warnings	2	1
Bar Checks	6	4
Business Checks	84	172
Assists	7	9
Parking Citations	0	0
Traffic Citations	6	8
Traffic Warnings	53	57
Traffic Accidents	7	11
Public Streets	7	8
Private Property	0	3
Injuries	5	2
Open Buildings	2	0
Alarms	6	2
Calls for service	401	471
Felony Arrests	2	0
Assault	1	
Attempt to Influence Public Official	1	
Misdemeanor Arrests	9	11
Domestic Violence	2	
DUI	3	
Warrants	3	
Trespass	1	

MUNICIPAL COURT

	2019	2018
Total number of citations issued for this court date	24	9
Total number of violators due in court	10	0
Total number of violators in court	5	0
Deferred to trial:	1	0
Received Deferred Sentences:	0	0
Dismissed:	1	0
Guilty Pleas:	2	0
Guilty to Amended Charges:	4	0
Guilty from Trial:	1	0
Continued to following month:	1	5
Dismissed Prior to Court		
Handled by Mail		
W/in 20 days for Point Reduction:	5	3
Outside of 20 days:	4	1
No Shows		
Warrants Issued:	0	0
Hold placed on Drivers License:	0	0
Filed Unpaid:	0	0

Ryan Smith will be graduating from the Red Rocks Police Academy on December 12th. He will begin with the Frisco Police Department's Patrol Training Officer Program soon after. (Sponsored by FPD)

Derek Runge interviewed with us on December 4th and hopefully will start with the department the week of December 16th.

Officer Plaza will be having nose surgery on December 10th from injuries sustained weeks earlier in an altercation with a suspect.

Bernadette Kromholz started as our second Community Service Officer the week of December 2nd.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER / RECREATION & CULTURE DIRECTOR
CC: KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK
ROSE GORRELL MUSEUM MANAGER
TOM HOGEMAN, GENERAL MANAGER - MARINA
LINSEY JOYCE, PROGRAMS MANAGER
RE: **RECREATION & CULTURE DEPARTMENT REPORT – NOVEMBER 2019**
DATE: JANUARY 14, 2020

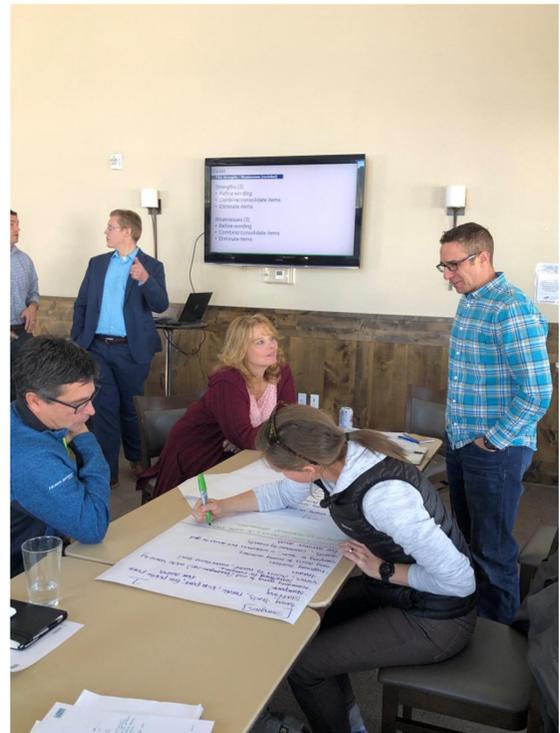
Overview

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

- Winter operations are open!! The Nordic Center, Tubing Hill, and Two Below Zero Sleigh Rides all opened for the winter season in November.
- Snowmaking operations were in full force resulting in the production of 1k of trails for the Nordic Center and three lanes of tubing and a backstop for the tubing hill.
- Recruitment, hiring and training for all winter seasonal positions took place in November. The Nordic Center is fully staffed; the tubing hill is partially staffed and in need of tubing hill attendants.
- All 10-month positions are hired at this time. These 10-month positions were new for 2019, and new to the organization. The goal of these positions is to help level out the seasonality of positions within the Town by converting seasonal employee hours into 10-month benefitted positions. Some positions were hired in the winter/spring of 2019, while others were hired in the fall due to the seasonality of the business and business needs. These 10-month employees are:
 1. Adam Bishop – Guest Service Lead (Marina/Adventure Park)
 2. Dominic Muth – Maintenance Lead (Nordic and Trails)
 3. Tracy Bowers – Maintenance Operator (Nordic and Trails)
 4. Brandon Ramirez – Maintenance Operator (Adventure Park)
 5. Chandler Henry – Maintenance Operator (Adventure Park)
 6. Noah Bauer – Dock Lead/Tubing Hill Attendant (Marina/Adventure Park)
 7. Malik Hooper – Guest Service Attendant/Tubing Hill Attendant (Marina/Adventure Park)
 8. Jennah Merrell – Dock Attendant/Tubing Hill Attendant (Marina/Adventure Park)
 9. Grant McKay – Programs Lead (Programs/Events/Adventure Park)

- November was an exceptionally busy month for recreation programs and events with both the Girls on the Run 5k and the Turkey Day 5k races taking place. The Turkey Day 5k event pulls together staff from the different departments to help make it a shining success – PW, PD, Marketing & Communications, Finance and Recreation and Culture.
- The Marina closed out a very successful summer season, finishing out the season nearly \$250k ahead of budgeted revenue numbers. Work continues at this time on the Marina Phase II design with Stais Architects and Interiors, with a presentation to Council on January 14, 2020.
- Staff worked with Lose Design and the Peninsula Recreation Area’s Visioning and Implementation Plan and hosted the first Advisory Committee meeting on November 5th. See photos below. Preliminary findings will be presented to Council on February 11, 2020.

Photos 1-3: PRA Visioning and Implementation Plan – Advisory Meeting #1



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

Adventure Park

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

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

- Seasonal staff started onboard training on 11/11. Positions are still open at this time for tubing hill attendants.
- Three seasonal staff members are currently living in TOF employee housing units. Two are winter seasonal maintenance operators and one is a seasonal tubing hill attendant/guest service attendant.
- The tubing hill opened for business on Thanksgiving Day, 11/28. Thanksgiving was an entire week later in November this year compared to 2018, which resulted in lower November participation and lower revenue numbers compared to last year.
- November saw cold average temperatures, which led to successful snowmaking throughout the month. Three lanes of tubing were open for the Thanksgiving opening day and 1k of Nordic skiing.
- The BR 350 snowcat was temporarily out of service but returned later in the month after the frame was welded.
- On an environmental sustainability note, staff:
 - Ordered re-usable, branded, water bottles to sell in the kitchen and in the office retail. They sell for \$10, making it an easy sell over \$3 boxed water.
 - Started using creamer in an insulated pitcher, and are using re-fillable salt/pepper/sugar shakers. There are no longer any single use condiments at the Day Lodge!
 - Has been sorting the recycling at the end of each day and taking it to the recycling dumpster. The cleaning crew doesn't sort it so, having staff do it ensures the recycling actually gets recycled!
 - Ordered 100% recycled paper to use in all printing.
- The Day Lodge was rented for four private events in November:
 - Summit High School Soccer Banquet , 11/5
 - Stewart Title, 11/6
 - Frisco Elementary Fundraiser, 11/7
 - High Country Soccer EOS Party, 11/11

- Revenues continue to track well at 78% of budget, with the biggest month of December still to come; expenses are also tracking well at 72% of budget.

Table 1: Frisco Adventure Park Figures (1160)

	November 2019	November 2018	November 2017
Revenue – 1160	\$122,593	\$144,291	\$117,733
Expenses – 1160	\$91,730	\$103,394	\$104,140

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1160	\$1,517,704	\$1,948,500	\$1,554,875	\$1,437,935
Expenses – 1160	\$945,974	\$1,307,679	\$946,282	\$1,014,570

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

- The Nordic Center opened for the season on Friday, November 22nd, with a very small loop of about 1k. The Chikadee Snowshoe Loop opened on Sunday, November 24th to kick off the snowshoe season.
- The new drag for the snowmobile was hooked up and functions exceptionally well.
- Natural snowfall continued after the opening weekend which helped staff to open Frisco Bay and the Campgroup Loop.
- Nordic business has been steady, and with Dom and Tracy on board as 10-month Nordic and Trail operators, the grooming and signage is spectacular.
- Revenues are tracking well at 97% of budget at this time, and ahead of 2018 figures by nearly \$85k. Daily pass revenue, punch pass revenue, and equipment rental revenues are significantly up at this time. Each of these are indicators of more day visitors and new athletes to the sport, which is a credit to the warm and welcoming environment of the Nordic Center.

Expenses are also tracking well at 59% of budget. Expenses are low compared to budget numbers due to the timing of the staff hiring for the 10-month positions. These two, 10-month positions were budgeted for the calendar year but were not hired until May. As such, there is a savings in the staffing budget at this time.

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

	November 2019	November 2018	November 2017
Revenue – 1170	\$21,307	\$29,706	\$11,198
Expenses – 1170	\$41,762	\$33,310	\$38,387

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1170	\$333,937	\$345,600	\$248,219	\$216,315
Expenses – 1170	\$294,407	\$500,899	\$193,935	\$171,335

Marina

November highlights for the Marina included the following:

- Staff worked hard shrink wrapping boats, moving docks and putting the marina away for the winter.
- Planning efforts for Phase II of the Marina continued in November and included in-depth discussions about the lift station including sizing options, design and engineering.
- Guest service staff billed and collected fees from fall work orders
- Through November, revenue has exceeded budgeted revenue targets for the year and is at 110% of budget. Expenses are also tracking well at 89% of budget at this time.

Table 3: Frisco Marina Figures (9000)

	November 2019	November 2018	November 2017
Revenue – 9000	\$48,438	\$67,008	\$70,180
Expenses – 9000	\$105,529	\$48,007	\$51,416

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 9000	\$1,627,974*	\$1,370,000**	\$2,076,207~	\$1,631,457
Expenses – 9000	\$4,838,239^	\$5,438,064	\$1,350,474	\$1,053,191

* YTD Actual 2019 is \$7,034,130, which includes the marina bond proceeds of \$5,406,156. The marina bond proceeds value is removed from this table for year-to-date and year-over-year comparisons.

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

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

~ \$466,057 of this amount in 2018 is from the water agreement settlement

Historic Park and Museum

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

- Visitor attendance totaled 1,374 people (compared to 1,310 in 2018). *Please note that these attendance numbers are based on a click system and therefore do not always accurately reflect all visitors to the museum and park.*
- Museum programs included the following:
 - The Museum's first Special Edition Lecture on 11/08 had 50 people in attendance. The lecture was held in the First & Main Building. Authors spoke on the origins of ski culture and some of the now-abandoned ski areas.
 - Staff organized a Building Sponsorship Dinner and Silent Auction on 11/16 at Tavern West with members of the Building Sponsorship Program, Town Council, and Museum staff in attendance. The Silent Auction raised \$600 for updates to exhibits and education programming.

- Ongoing Museum projects include the following:
 - On December 10th, Museum staff will go before Town Council to discuss the initial steps in completing the 2019-2020 Strategic Plan goal of developing a long range plan for the Historic Park & Museum.
 - Staff completed a November Facebook challenge called #Museum30. The Museum and other institutions from around the world posted an image and caption each day inspired by the theme of the day. In November, page views went up 13% compared to October.
 - The new Building Sponsorship Program has been rolled out. Sponsors for the historic cabins and buildings will now be invited to clean and care for the buildings four times a year. The program also offers a variety of perks including a name plate on the front of the building and a discount on Historic Park venue rentals. The Annie Ruth House is still available for sponsorship in 2020.
 - Staff has begun evaluating and removing items from exhibits and interactive displays that have shown significant signs of deterioration. To date, staff has removed the schoolbooks interactive display due to the heavy wear on the books sustained from repeated use. The display will be replaced with reproductions of historic textbooks. Staff has also removed several pieces of clothing from the Annie Ruth House exhibits due to light damage and significant structure damage. A significant challenge to this project will be the space constraints for larger pieces, such as the fur coats, that need to be removed from exhibits.
- Revenue is tracking exceptionally well at this time at 116% of budgeted revenue for the year! Expenses are also tracking well at 74% of budget.

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

	November 2019	November 2018	November 2017
Attendance	1,374	1,310	1,225

	November 2019	November 2018	November 2017
Revenue – 1125	\$1,371	\$341	\$345
Expenses – 1125	\$17,837	\$22,302	\$19,772

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1125	\$20,250	\$17,500	\$19,857	\$17,873
Expenses – 1125	\$239,924	\$323,539	\$226,708	\$236,865

Recreation Programs and Special Events

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

- November kicked off with the 5th Annual Girls on the Run 5k with 553 participants. Participants included 283 girls in grades 3-8 who are enrolled in the Girls on the Run fall program in Summit, Eagle, Grand and Chaffee Counties. The event had a slight decrease in participation from 2018 to 2019 however, day-of registration was up 50%

compared to 2018 numbers. The title sponsor was the Summit Foundation; other local sponsors included the Town of Frisco, The Steadman Clinic and Philippon Research Institute, Vail Summit Orthopedic, American Family Insurance - Weise Agency and First Bank.

- The 7th Annual Frisco Turkey Day 5k presented by the Steadman Clinic and Philippon Research Institute brought 986 runners to Frisco on Thanksgiving morning. There were roughly 75 four-legged furry friends running as well, and the most popular animal of the day was “Christmas”, the real life turkey that has become the unofficial mascot of the Turkey Day 5k! Staff held a “Chinese auction” after the race and gave away items from 22 Frisco businesses; it was great to have their support! A total of 210 Frisco residents participated in the event, which breaks down to 21% of the racers being Frisco-ites! A total of 47% of the participants were Summit County residents.
- The *Art of Giving* after school program was full with 13 kids. Staff picks the kids up from Frisco Elementary and take them to Sunnyside Up Studio where they do art projects one day per week.
 - Year to date revenue is tracking well at this time at 115% of budget or nearly \$43k ahead of budget. Expenses are tracking well at 83% of budget.

Table 5: Programs and Events Figures (1150)

	November 2019	November 2018	November 2017
After School Art	39	n/a	n/a
Girls on the Run 5k	553	593	677
Turkey Day 5k	986	1,094	1,022
BOKS	n/a	88	136

* Note, in 2017 and 2018, TOF ran the before school BOKS (Build Our Kids’ Success) program at Frisco Elementary.

	November 2019	November 2018	November 2017
Revenue – 1150	\$22,627	\$17,631	\$20,948
Expenses – 1150	\$21,054	\$15,365	\$10,415

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1150	\$329,913	\$286,500	\$290,232	\$302,500
Expenses – 1150	\$355,826	\$426,578	\$348,182	\$350,935

Photos 4-6: Staff working both the Turkey Day 5k and the Girls on the Run 5k. Sara Skinner and Dave Bonno on the early morning Turkey Day 5k set up with the generator; Sara Skinner and Diane McBride moving tables after the successful Turkey Day 5k event; Linsey Joyce and Sara Skinner serving breakfast treats at the finish line of the Girls on the Run 5k.



Upcoming Programs, Events and Specials:

Upcoming programs, events and specials within the Frisco Recreation and Culture Department include the following:

- Wassail Days – November 30-December 8. The Recreation and Culture Department teams up with the Marketing and Communications Department to help host Santa visits at the Museum, free tubing, free Nordic skiing, the Soup Cup Classic
- 12/06: Wassail Night at the Museum will have entertainment by Nina Waters and a reading of the *Night Before Christmas* and the *12 Days of Christmas* by Ben Little as 'Bill Thomas' at 5:30 pm.
- 12/18: Up and At 'Em Nordic Race #1, 7am, Frisco Nordic Center
- 12/19: Ski and Ride Hill at the Adventure Park opens
- 12/19-1/5: Holiday Tubing Hill Rates
- 12/23, 12/24, 12/26, 12/27, 12/30, 12/31, 1/2, 1/3, 1/6: Winter Fun Club



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER / RECREATION & CULTURE DIRECTOR
CC: KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK
ROSE GORRELL MUSEUM MANAGER
TOM HOGEMAN, GENERAL MANAGER - MARINA
LINSEY JOYCE, PROGRAMS MANAGER
RE: **RECREATION & CULTURE DEPARTMENT REPORT – OCTOBER 2019**
DATE: DECEMBER 10, 2019

Overview

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

- October continues to be a month of transition for the Department.
 - The Nordic Center transitioned from the Fun Club hub to the official Nordic Center.
 - Staff continue to interview and hire for seasonal help at both the tubing hill and the Nordic Center.
 - Snowmaking operations started.
 - The museum took advantage of the slower days by closing for four days and cleaning and repairing as needed.
 - The marina continued operations as long as possible until the snow ceased the rental operation. Boats were removed from the water and the facilities were shut down for the winter.
 - Programs and events wrapped up all summer programming reports and transitioned to fall events including the November Girls on the Run 5k and the Turkey Day 5k.

- October also continued to be a month of planning on both the Marina Phase II design projects and the Peninsula Recreation Area's Visioning and Implementation Plan. Preliminary plans will be reviewed with Council in early 2020.

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

Adventure Park

For the purpose of this report, the Adventure Park consists of all aspects of the Peninsula Recreation Area (PRA) including the tubing hill, ski and ride hill, field and facility reservations, concessionaire operations, the bike park, the skatepark, disc golf, trails and the Nordic Center.

Finances are broken down into 1160 accounts (tubing hill, ski and ride hill, Day Lodge) and 1170 accounts (Nordic and Trails).

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

- All winter seasonal jobs were posted and staff continues to recruit and hire for the upcoming winter season.
- The bike park and the skatepark are both closed at this time. The skatepark benches were finished by the end of October.



- Rentals included the following:
 - The Day Lodge was rented for six private events; the facility was also host to the Summit Middle School Cross Country Meet on 10/5.
 - Walter Byron Park is closed for the season; no private rentals.
 - The Nordic Center was rented for four private events.
 - The ballfield was used by Summit Youth Baseball and Softball (SYBS) for 8 practices. The ballfield was closed on 10/17 for the season; the multi-purpose field was used by Team Summit for dry land practices.
- Snowmaking started on 10/18. Staff started on 10/14 for training. Snowmaking water output for October 2019 was 78% higher than October 2018.

- Yearly service was completed on the lift and pump, all snowcats, and the snowmobiles.
- Environmental sustainability efforts continue at the PRA and included:
 - Staff fixed the hot chocolate machine in house instead of purchasing a new one or hiring someone from the Front Range to come up.
 - Staff purchased trash bags made of 70% post-consumer recycled content to test for Day Lodge operations; if they are sturdy enough staff will switch all trash bags to these bags.
 - Looking into purchasing water bottles for retail sales to push purchasing a reusable bottle instead of boxed water. Boxed water is currently sold at the Day Lodge and the Nordic Center.
- Revenues continue to track well at 72% of budget, with the biggest months of November and December still to come; expenses are also tracking well at 65% of budget.

Table 1: Frisco Adventure Park Figures (1160)

	October 2019	October 2018	October 2017
Revenue – 1160	\$53,909	\$32,109	\$24,258
Expenses – 1160	\$59,250	\$42,253	\$76,291

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1160	\$1,395,112	\$1,948,500	\$1,410,584	\$1,320,202
Expenses – 1160	\$854,244	\$1,307,679	\$842,887	\$910,430

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

- Staff began preparation of all Nordic operations:
 - Interviewing for instructors and guest service attendants
 - Ordering retail
 - Moved the inventory down from the loft to rental or retail space.
- Specific to the trails:
 - Ordered additional trail signs
 - Met with Forest Service campground and Sheriff's dept. regarding re-routing of Peak One trail.
 - Took delivery of hay bales for trail re-vegetation.
- Revenues are tracking well at 90.5% of budget at this time, and significantly ahead of 2018 year to date revenues; expenses are also tracking well at 50% of budget.

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

	October 2019	October 2018	October 2017
Revenue – 1170	\$10,900	\$6,165	\$5,706
Expenses – 1170	\$29,411	\$11,634	\$11,107

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1170	\$312,629	\$345,600	\$218,513	\$205,117
Expenses – 1170	\$252,646	\$500,899	\$160,625	\$132,948

Marina

October highlights for the Marina included the following:

- Staff continues to work with Stais Architects and Interiors on Phase II design work.
- Additional work continues at this time on the standpipe contract, as well as the conservation easement – projects associated with Phase I of the Marina Master Plan implementation.
- The Rowing Dock was installed October 4th – see photo
- Winter Storage started on October 15th and winter storage for racks were billed out.
- Hours of operation changed to Monday thru Friday 9a-5p.
- Most seasonal staff left for the season.
- Customer bathrooms were closed down on October 18th
- Work orders: haul/winterize/shrink
- Haul out of the rental fleet and work boats and shrink wrapping them
- Through October, revenue has exceeded budgeted revenue targets for the year and is at 110% of budget. Expenses are also tracking well at 87% of budget at this time.

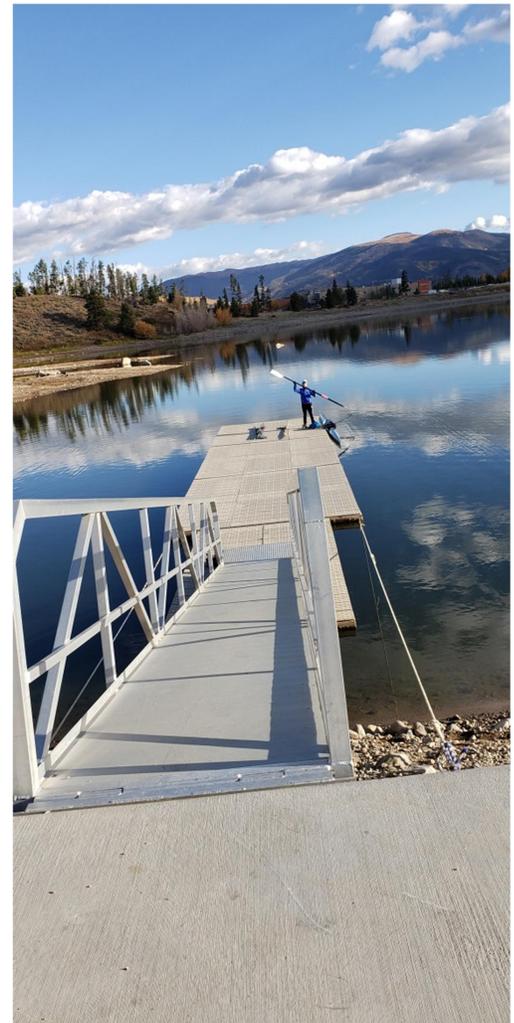


Table 3: Frisco Marina Figures (9000)

	October 2019	October 2018	October 2017
Revenue – 9000	\$50,688	\$59,840	\$45,826
Expenses – 9000	\$115,055	\$115,296	\$172,461

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 9000	\$1,579,537*	\$1,370,000**	\$2,009,200~	\$1,561,277
Expenses – 9000	\$4,732,710^	\$5,438,064	\$1,302,467	\$1,001,775

* YTD Actual 2019 is \$6,985,693, which includes the marina bond proceeds of \$5,406,156. The marina bond proceeds value is removed from this table for year-to-date and year-over-year comparisons.

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

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

~ \$466,057 of this amount in 2018 is from the water agreement settlement

Historic Park and Museum

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

- Visitor attendance totaled 3,679 people (compared to 2,495 in 2018). *Please note that these attendance numbers are based on a click system and therefore do not always accurately reflect all visitors to the museum and park.*
- Museum programs included the following:
 - Staff hosted one school visit with 77 students
 - Hosted two events – Nightmare at the Museum and Trick or Treat Street for a total of 1,650 visits. Nightmare at the Museum was a huge success. There were two séances and an illusion act by Anthem and Aria. The Summit Daily covered the event along with the Summit County Coroner’s Cemetery Tour and Zombie Ball. Approximately 1,500 youth came through the Park for Trick-or-Treat on Main Street; the schoolhouse was kept open to provide a place to warm up.
 - The Bill’s Ranch Tour had a total of 19 people.
- Ongoing Museum projects include the following:
 - From October 27th through October 30th the museum was closed for the annual maintenance week. Eight of the cabins/buildings were deep cleaned and a high-level object condition report was generated. The new taxidermy specimens were installed in the nature diorama. In 2020, the maintenance week will be split between spring and fall to better accommodate a revised cleaning schedule and exhibit installations.
 - A new full-time Museum Coordinator, Tim McCall, started with the Town of Frisco. Tim completed a Master’s in Art History this summer from Courtauld Institute of Art in London. He has a background in research, material culture, and education.

- The Museum won Best of Summit for Museums! While the museum has won this category for several years it is gratifying to know staff are continuing to meet the needs of the community and its visitors.
- The staff is working on a Basics of Archives course offered through the AASLH. The goal is to create a base level of knowledge to allow for better collaboration and creative problem solving.
- Revenue is tracking exceptionally well at this time at 108% of budgeted revenue for the year! Expenses are also tracking well at 69% of budget.

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

	October 2019	October 2018	October 2017
Attendance	3,679	2,495	1,760

	October 2019	October 2018	October 2017
Revenue – 1125	\$1,288	\$1,494	\$1,002
Expenses – 1125	\$26,479	\$17,132	\$20,349

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1125	\$18,879	\$17,500	\$19,516	\$17,528
Expenses – 1125	\$222,086	\$323,539	\$204,407	\$217,092

Recreation Programs and Special Events

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

- Afterschool Skateboarding wrapped up at the beginning of the month; parents requested an extension of the program, but due to staff constraints, no additional classes were added. It was a good thing staff didn't extend the program; the County got hit with snow the week after the program ended!
- Grant McKay joined the team as a 10 month Recreation Programs Lead; Grant started working with the Town in 2016 as the Recreation Intern. His energy and enthusiasm for recreation and Frisco as a whole is much appreciated.
- Winter Fun Club ran for two days over the Summit School District's fall break. Numbers are usually lower for this break because so many families leave the county for the long weekend.
- Year to date revenue is tracking well at this time at 107% of budget, and ahead of 2018 figures by nearly \$35k. Expenses are tracking well at 78% of budget.

Table 5: Programs and Events Figures (1150)

	October 2019	October 2018	October 2017
After School Skateboarding	23	n/a	n/a
Winter Fun Club	17	30	17
BOKS	n/a	n/a	82

* Note, in 2017, TOF ran the before school BOKS (Build Our Kids' Success) program at Frisco Elementary

	October 2019	October 2018	October 2017
Revenue – 1150	\$6,582	\$7,285	\$5,182
Expenses – 1150	\$13,145	\$7,263	\$15,292

	YTD Actual 2019	Budget 2019	YTD Actual 2018	YTD Actual 2017
Revenue – 1150	\$307,286	\$286,500	\$272,601	\$281,552
Expenses – 1150	\$334,773	\$426,578	\$332,818	\$340,520

Upcoming Programs, Events and Specials:

Upcoming programs, events and specials within the Frisco Recreation and Culture Department include the following:

- November 8: Special Edition: Apres Ski Lecture, 4pm, in First & Main
- November 9: Girls on the Run (GOTR) 5k
- November 16: Building Sponsorship Dinner, 6pm, at Tavern West
- November 28: Thanksgiving – Turkey Day 5k, Anticipated Opening Nordic and Tubing
- November 30: Tree Lighting, 6pm, at the Frisco Historic Park & Museum

Town of Frisco - Monthly Sales Tax Report

<u>Restaurants</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		<u>Change in \$</u>
January	123,808	138,059	140,750	156,201	166,537	6.62%	10336
February	122,488	133,274	137,809	149,301	159,138	6.59%	9837 #
March	144,212	151,570	165,067	172,194	180,804	5.00%	8610
April	74,813	88,629	80,381	92,165	97,559	5.85%	5394
May	60,260	70,262	79,434	87,404	91,509	4.70%	4105
June	98,021	119,444	136,345	135,401	134,594	-0.60%	(807)
July	153,430	169,660	158,493	190,926	194,412	1.83%	3486
August	141,945	167,364	159,088	159,691	165,128	3.40%	5437
September	109,126	125,781	128,645	135,573	149,194	10.05%	13621
October	90,225	84,887	89,351	93,044	98,618	5.99%	5574
November	78,024	79,326	82,926	96,329	0		
December	130,367	138,261	141,064	170,659	0		
Total	\$1,326,719	\$1,466,517	\$1,499,353	\$1,638,888	\$1,437,493	4.78%	65593

<u>Hotels & Inns</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	54,785	60,600	64,623	60,926	71,654	17.61%	10728
February	62,759	70,275	75,564	65,361	68,088	4.17%	2727
March	70,375	66,762	67,259	78,498	79,531	1.32%	1033
April	26,345	36,272	27,374	20,071	23,463	16.90%	3392
May	16,311	15,644	15,695	14,470	24,586	69.91%	10116
June	37,136	33,721	34,961	37,018	24,472	-33.89%	(12546)
July	51,338	55,083	54,072	56,072	45,554	-18.76%	(10518)
August	46,645	45,372	46,517	52,877	39,550	-25.20%	(13327)
September	35,373	38,028	38,566	34,959	31,724	-9.25%	(3235)
October	20,487	22,071	21,741	21,835	19,262	-11.78%	(2573)
November	21,640	20,427	17,926	23,560	0		
December	63,676	59,899	54,167	77,427	0		
Total	\$506,870	\$524,154	\$518,465	\$543,074	\$427,885	-3.21%	(14202)

<u>Vacation Rntl</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	20,546	30,646	25,276	46,147	59,020	27.90%	12873
February	22,195	23,104	32,150	39,981	51,600	29.06%	11619
March	68,814	80,560	97,491	111,099	130,694	17.64%	19595
April	9,400	11,939	11,480	17,470	16,021	-8.29%	(1449)
May	3,765	946	7,252	5,995	7,494	25.01%	1499
June	16,978	15,275	24,430	29,184	30,157	3.33%	973
July	13,125	16,337	20,191	23,448	26,321	12.25%	2873
August	9,918	12,902	14,905	19,450	23,180	19.18%	3730
September	22,996	27,228	39,637	42,030	47,720	13.54%	5690
October	1,916	7,170	12,026	14,501	35,157	142.45%	20656
November	7,037	8,011	22,146	26,094	0		
December	45,672	58,489	73,342	87,032	0		
Total	\$242,362	\$292,607	\$380,326	\$462,431	\$427,364	22.35%	78059

<u>Grocery</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	140,246	153,153	170,886	177,768	189,175	6.42%	11407
February	137,865	148,305	165,669	173,670	188,245	8.39%	14575
March	144,155	154,072	181,072	197,143	201,316	2.12%	4173
April	112,876	119,076	142,933	130,291	136,680	4.90%	6389
May	76,414	84,800	101,259	109,421	110,733	1.20%	1312
June	92,284	106,376	119,132	147,908	143,192	-3.19%	(4716)
July	133,132	169,321	157,304	221,271	230,884	4.34%	9613
August	207,378	228,754	272,161	173,636	186,261	7.27%	12625
September	127,602	186,582	154,227	161,446	145,958	-9.59%	(15488)
October	103,790	102,128	106,158	110,704	123,741	11.78%	13037
November	100,390	116,365	97,386	141,301	0		
December	150,928	159,419	259,177	208,191	0		
Total	\$1,527,060	\$1,728,351	\$1,927,364	\$1,952,750	\$1,656,185	3.30%	52927

<u>Retail -Gnrl</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	134,380	142,397	142,695	156,082	167,966	7.61%	11884
February	119,483	126,400	125,800	135,324	155,094	14.61%	19770
March	146,602	148,339	146,621	169,424	177,960	5.04%	8536
April	100,391	103,805	115,380	107,993	123,388	14.26%	15395
May	106,097	111,790	110,343	124,256	131,279	5.65%	7023
June	136,153	147,974	150,766	163,758	193,881	18.39%	30123
July	151,700	163,840	161,460	180,059	235,412	30.74%	55353
August	140,918	149,761	149,692	166,988	223,475	33.83%	56487

September	126,401	125,594	138,046	142,780	192,595	34.89%	49815
October	136,545	127,889	119,127	134,034	179,063	33.59%	45029
November	123,486	131,388	142,805	156,533			
December	189,409	184,112	198,047	224,095	0		
Total	\$1,611,565	\$1,663,289	\$1,700,782	\$1,861,326	\$1,780,112	20.22%	299414

<u>Arts/Crafts</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	940	648	318	163	254	55.83%	91
February	1,453	2,984	244	30	536	1686.67%	506
March	1,941	703	784	1,776	1,935	8.95%	159
April	1,061	665	3,478	56	445	694.64%	389
May	824	638	277	147	393	167.35%	246
June	1,466	1,296	633	611	1,373	124.75%	762
July	2,202	1,590	1,378	2,441	1,355	-44.51%	(1086)
August	3,616	6,859	5,595	5,767	5,054	-12.37%	(713)
September	7,918	1,815	979	2,316	1,769	-23.63%	(547)
October	1,787	218	410	388	333	-14.22%	(55)
November	1,142	663	38	360	0		
December	2,565	1,412	1,814	2,208	0		
Total	\$26,915	\$19,491	\$15,948	\$16,263	\$13,446	-1.82%	(249)

<u>Automotive</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	30,373	37,268	34,626	28,339	28,807	1.65%	468
February	24,858	25,379	23,245	23,055	23,508	1.96%	453 ##
March	25,806	25,220	25,450	23,886	23,196	-2.89%	(690)
April	25,337	28,611	23,487	23,770	32,247	35.66%	8477
May	24,080	26,745	24,989	25,517	25,006	-2.00%	(511)
June	26,537	27,009	31,874	28,383	25,726	-9.36%	(2657)
July	34,525	30,145	32,522	31,531	36,953	17.20%	5422
August	31,481	34,226	34,581	31,222	36,764	17.75%	5542
September	28,013	31,170	27,669	27,763	35,314	27.20%	7551
October	28,581	34,176	41,342	35,628	47,744	34.01%	12116
November	36,699	33,763	32,893	31,984	0		
December	22,378	39,044	30,384	31,580	0		
Total	\$338,668	\$372,756	\$363,062	\$342,658	\$315,265	12.96%	36171

<u>Clothing</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	6,066	7,316	8,757	12,634	10,974	-13.14%	(1660)
February	7,887	10,476	11,819	9,995	12,340	23.46%	2345
March	11,828	11,576	16,478	14,832	17,297	16.62%	2465
April	4,588	8,145	5,047	8,061	7,389	-8.34%	(672)
May	5,346	6,956	11,026	10,686	8,576	-19.75%	(2110)
June	11,772	13,912	16,222	19,307	14,644	-24.15%	(4663)
July	16,546	21,339	22,573	20,945	23,270	11.10%	2325
August	15,228	18,253	19,487	23,539	16,874	-28.31%	(6665)
September	15,760	17,476	20,336	23,046	28,611	24.15%	5565
October	7,723	9,580	11,300	11,144	9,737	-12.62%	(1407)
November	6,602	6,236	8,621	8,977	0		
December	15,419	21,644	19,570	21,637	0		
Total	\$124,765	\$152,909	\$171,236	\$184,803	\$149,713	-2.90%	(4476)

<u>Furnishings</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	16,791	20,878	22,719	29,351	34,680	18.16%	5329
February	18,231	20,521	19,223	26,323	21,639	-17.79%	(4684)
March	15,287	24,373	25,798	28,089	17,201	-38.76%	(10888)
April	12,560	19,930	12,315	12,818	20,581	60.56%	7763
May	16,083	20,545	20,607	18,783	17,500	-6.83%	(1283)
June	23,036	24,167	25,230	21,420	20,096	-6.18%	(1324)
July	25,180	25,821	39,353	31,991	22,793	-28.75%	(9198)
August	21,653	29,061	30,813	29,667	23,701	-20.11%	(5966)
September	23,616	29,937	46,867	30,132	33,904	12.52%	3772
October	18,569	33,785	29,650	29,787	20,190	-32.22%	(9597)
November	23,175	27,183	29,019	27,263	0		
December	29,734	45,303	37,822	32,545	0		
Total	\$243,915	\$321,504	\$339,416	\$318,169	\$232,285	-10.09%	(26076)

<u>Gifts</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	9,042	7,808	6,637	11,369	8,090	-28.84%	(3279)
February	7,293	8,675	7,974	7,254	8,201	13.05%	947
March	11,627	11,213	11,591	11,813	11,806	-0.06%	(7)
April	5,190	6,519	6,878	6,567	6,739	2.62%	172
May	5,036	5,376	5,058	6,240	5,637	-9.66%	(603)

June	9,219	9,752	11,294	11,862	10,620	-10.47%	(1242)
July	14,397	15,760	13,126	15,028	11,230	-25.27%	(3798)
August	10,777	12,240	12,876	13,289	11,945	-10.11%	(1344)
September	10,816	13,345	11,731	12,889	10,535	-18.26%	(2354)
October	8,859	8,141	7,872	7,212	6,382	-11.51%	(830)
November	6,270	8,045	7,408	6,632	0		
December	16,344	18,320	15,876	16,676	0		
Total	\$114,870	\$125,194	\$118,321	\$126,831	\$91,185	-11.92%	(12338)

<u>HomeImprove</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	20,378	18,844	22,471	19,894	40,997	106.08%	21103
February	14,208	20,598	1,091	44,950	27,399	-39.05%	(17551)
March	23,202	25,375	41,251	37,378	45,890	22.77%	8512
April	18,705	23,179	34,112	36,382	51,542	41.67%	15160
May	32,094	32,369	41,625	58,853	48,507	-17.58%	(10346)
June	43,476	55,720	63,439	74,330	81,412	9.53%	7082
July	37,552	40,048	45,246	63,318	62,789	-0.84%	(529)
August	30,749	46,690	56,190	65,861	68,658	4.25%	2797
September	56,080	45,570	67,264	69,828	78,183	11.97%	8355
October	30,274	43,848	48,019	59,644	61,071	2.39%	1427
November	29,620	37,462	38,337	41,359	0		
December	34,166	38,477	43,967	68,225	0		
Total	\$370,504	\$428,180	\$503,012	\$640,022	\$566,448	6.79%	36010

<u>Liquor</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	29,879	34,109	34,908	37,193	36,342	-2.29%	(851)
February	31,520	37,225	38,396	39,724	36,712	-7.58%	(3012)
March	30,811	36,457	38,847	42,443	43,026	1.37%	583
April	19,425	19,790	19,673	19,296	21,210	9.92%	1914
May	15,038	16,886	17,900	19,858	18,356	-7.56%	(1502)
June	21,180	25,571	26,991	29,682	26,450	-10.89%	(3232)
July	31,359	35,464	34,824	38,594	36,692	-4.93%	(1902)
August	25,425	29,872	23,802	33,933	33,395	-1.59%	(538)
September	22,070	24,853	26,368	25,824	24,418	-5.45%	(1406)
October	17,541	18,987	18,851	20,009	19,996	-0.07%	(13)
November	21,046	23,545	24,361	27,464	0		
December	41,152	43,585	46,989	50,544	0		
Total	\$306,446	\$346,344	\$351,910	\$384,564	\$296,596	-3.25%	(9960)

<u>Office</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	2,561	2,419	2,984	3,640	4,385	20.47%	745
February	2,850	2,471	3,231	2,799	3,480	24.33%	681
March	3,084	3,316	3,862	3,882	4,815	24.03%	933
April	3,132	2,244	2,453	3,248	2,861	-11.92%	(387)
May	1,958	2,400	3,104	3,188	3,407	6.87%	219
June	2,485	2,822	4,482	4,436	3,176	-28.41%	(1260)
July	2,225	2,824	3,302	3,446	2,755	-20.05%	(691)
August	2,499	2,977	3,265	3,818	3,891	1.92%	73
September	3,427	4,314	4,539	4,089	6,172	50.94%	2083
October	2,654	3,186	3,434	3,471	4,569	31.62%	1098
November	2,396	3,102	3,364	3,296	0		
December	5,383	5,818	6,278	8,999	0		
Total	\$34,654	\$37,893	\$44,298	\$48,312	\$39,510	9.70%	3493

<u>Health/Beauty</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	2,586	5,808	3,561	7,074	6,398	-9.56%	(676)
February	1,616	3,653	7,724	3,295	3,023	-8.25%	(272)
March	5,434	7,078	6,870	5,994	9,221	53.83%	3227
April	2,533	3,769	3,851	4,237	2,649	-37.48%	(1588)
May	2,875	3,572	3,680	3,077	2,849	-7.42%	(228)
June	5,122	5,849	6,018	6,437	7,759	20.53%	1322
July	2,532	3,547	3,744	3,916	3,097	-20.90%	(819)
August	2,263	4,099	3,721	3,187	4,900	53.75%	1713
September	7,258	6,144	5,453	8,540	7,137	-16.42%	(1403)
October	1,845	3,666	2,710	3,513	3,044	-13.36%	(470)
November	1,882	3,552	2,826	2,621	0		
December	6,728	6,966	6,916	13,527	0		
Total	\$42,674	\$57,703	\$57,074	\$65,418	\$50,077	1.64%	807

<u>Recreation</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	26,830	39,025	48,459	42,007	43,436	3.40%	1429
February	45,237	38,817	44,530	48,795	46,664	-4.37%	(2131)

March	53,634	50,045	53,565	59,541	63,482	6.62%	3941
April	15,578	16,752	20,888	16,770	18,809	12.16%	2039
May	11,669	19,650	14,608	12,596	8,282	-34.25%	(4314)
June	36,185	34,470	35,604	33,700	30,806	-8.59%	(2894)
July	22,065	28,445	42,432	29,948	25,206	-15.83%	(4742)
August	23,953	33,707	4,322	24,299	25,988	6.95%	1689
September	27,795	23,680	22,731	25,031	25,167	0.54%	136
October	15,781	12,161	10,447	10,601	15,413	45.39%	4812
November	21,554	18,903	17,648	23,479	0		
December	57,921	60,891	54,047	67,869	0		
Total	\$358,202	\$376,546	\$369,281	\$394,636	\$303,253	-0.01%	(35)

Utility	2015	2016	2017	2018	2019		
January	51,370	48,906	49,663	44,089	46,140	4.65%	2051
February	42,255	39,071	41,972	44,868	42,206	-5.93%	(2662)
March	41,961	40,585	42,460	39,552	41,395	4.66%	1843
April	33,246	34,472	34,060	34,859	34,161	-2.00%	(698)
May	29,498	28,371	29,576	29,875	27,340	-8.49%	(2535)
June	26,961	26,823	31,178	27,374	22,962	-16.12%	(4412)
July	27,369	16,705	34,970	26,360	23,331	-11.49%	(3029)
August	27,227	30,946	34,989	24,172	22,460	-7.08%	(1712)
September	25,370	27,369	18,689	26,115	23,637	-9.49%	(2478)
October	27,653	29,297	28,058	30,857	21,227	-31.21%	(9630)
November	26,771	37,326	31,353	27,416	0		
December	43,814	41,028	38,566	45,407	0		
Total	\$403,495	\$400,899	\$415,534	\$400,944	\$304,858	-7.09%	(23263)

Marijuana	2015	2016	2017	2018	2019		
January	14,309	24,010	31,168	27,131	29,311	8.04%	2180
February	20,072	22,824	25,041	26,085	26,709	2.39%	624
March	15,930	25,726	28,648	29,899	29,390	-1.70%	(509)
April	15,011	15,819	16,147	16,065	17,315	7.78%	1250
May	9,480	10,559	11,489	12,648	13,022	2.96%	374
June	11,318	13,787	15,041	16,920	17,543	3.68%	623
July	17,586	19,387	18,086	17,930	17,040	-4.96%	(890)
August	15,034	19,542	19,409	24,648	30,484	23.68%	5836
September	12,761	15,544	16,677	16,074	18,397	14.45%	2323
October	11,563	14,585	15,612	13,013	15,801	21.43%	2788
November	10,236	8,481	14,784	13,171	0		
December	19,464	22,820	24,375	24,141	0		
Total	\$172,764	\$213,084	\$236,477	\$237,725	\$215,011	7.28%	14598

Summary	2015*	2016*	2017*	2018	2019		
January	670,581	771,894	810,501	860,008	944,166	9.79%	84158
February	662,198	734,052	761,482	840,810	874,582	4.02%	33772
March	798,773	862,970	953,114	1,027,443	1,078,959	5.01%	51516
April	465,180	539,616	559,937	550,119	613,059	11.44%	62940
May	407,348	457,509	497,922	543,014	544,476	0.27%	1462
June	588,011	663,968	733,640	787,731	788,862	0.14%	1131
July	718,677	815,316	843,076	957,224	999,093	4.37%	41869
August	741,675	872,625	891,413	856,044	921,708	7.67%	65664
September	649,621	744,430	768,424	788,435	860,436	9.13%	72001
October	514,230	555,775	566,108	599,385	681,346	13.67%	81961
November	507,734	563,778	573,841	657,839	0		
December	855,656	945,488	1,052,401	1,150,762	0		
Total	\$7,579,684	\$8,527,421	\$9,011,859	\$9,618,814	\$8,306,687	6.36%	496474

YTD 2018 **\$7,810,213**
YTD \$ Difference **\$496,474**
YTD Change **6.36%**

* Totals include late penalties & interest...

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
DECEMBER 10, 2019**

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

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

Absent: Melissa Sherburne
Gary Wilkinson

Public Comment:

There was no public comment.

Council Comment:

Mayor Pro-Tem Mortensen recognized the death of Summit Fire & EMS fire fighter Ken Jones, and proposed that Council donate \$5,000 to the family fund.

Council member Ihnken requested that Council revisit the minimum wage conversation.

Council member Fallon requested that Council have a conversation with the Summit Stage concerning late night service.

Council member Shaner thanked staff for the Soup Cup event.

Consent Agenda:

Minutes December 10, 2019 Meeting

MOTION: COUNCIL MEMBER IHNKEN MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED. SECOND, COUNCIL MEMBER SHANER. VOTE:

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

New Business:

Agenda Item #1: Resolution 19-36, a Resolution of the Town Council of the Town of Frisco Appropriating a Conditional Exchange Water Right and Authorizing the Filing of a Water Court Application STAFF: THAD RENAUD 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL

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

Town Attorney Thad Renaud stated that this resolution appropriates conditional exchange water rights. The Town received Army Corps of Engineers approval of and a permit for the Town's compensatory wetland mitigation plan for the Frisco Bay Marina "Big Dig" project. As part of its permitted compensatory wetland mitigation, the Town is required to reestablish and preserve a 0.41-acre wetland within the "Hawn Drive Site". The Town's technical and legal consultants have determined that the compensatory wetland mitigation on the Hawn Drive Site will result in potential out-of-priority depletions to the Meadow Creek stream system due to new consumption of water by the wetland vegetation. The Town seeks to ensure that its compensatory wetland mitigation on the Hawn Drive Site will operate in compliance with Colorado law by being included in a decreed plan for augmentation. Additionally, the Town seeks to ensure that it may operate a decreed exchange to deliver its augmentation supply to replace any out-of-priority depletions attributable to the compensatory wetland mitigation on the Hawn Drive Site. Mayor Pro-Tem Mortensen opened the public hearing at 7:19 p.m. There being no public comment, Mayor Pro-Tem Mortensen closed the public hearing at 7:20 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE RESOLUTION 19-36, A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FRISCO APPROPRIATING A CONDITIONAL EXCHANGE WATER RIGHT AND AUTHORIZING THE FILING OF A WATER COURT APPLICATION. SECOND, COUNCIL MEMBER SHANER. VOTE:

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

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

Assistant Town Manager Diane McBride stated that this ordinance authorizes a Deed of Conservation Easement Meadow Creek Wetlands, 2019. Ms. McBride stated that the Frisco Community Plan includes the goal of protecting the quality and health of the natural environment in Frisco and the surrounding area. The area of wetlands that is known as the "Meadow Creek Wetlands" has important conservation attributes, including relatively natural wetlands and riparian areas, open space and scenic character, and recreation and educational values. The Town has proposed, and the Army Corps of Engineers has permitted pursuant to Wetlands Permit #SPK-2010-00673, the perpetual conservation of the property as a means of mitigating the disturbance of certain other wetlands in connection with the Town's Frisco Marina Improvement Project, with the ratio of conserved area to disturbed area being approximately twelve (12) to one (1). Mayor Pro-Tem Mortensen opened the public hearing at 7:22 p.m. There being no public comment, Mayor Pro-Tem Mortensen closed the public hearing at 7:23 p.m.

MOTION: COUNCIL MEMBER BURLEY MOVED TO APPROVE ON FIRST READING, ORDINANCE 19-24, AN ORDINANCE GRANTING A DEED OF CONSERVATION EASEMENT TO COLORADO OPEN LANDS, A COLORADO NON-PROFIT CORPORATION, FOR THE PURPOSE OF THE CONSERVATION OF AN AREA KNOWN AS THE MEADOW CREEK WETLANDS, AND LEGALLY DESCRIBED AS LOT 2B, A RESUBDIVISION OF LOT 2, SUMMIT STAGE TRANSFER CENTER. SECOND, COUNCIL MEMBER SHANER. VOTE:

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

Adjourn:

There being no further business, the meeting adjourned at 7:23 p.m.

Respectfully Submitted,

Deborah Wohlmut, CMC
Town Clerk

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ACORN PETROLEUM INC.							
410	ACORN PETROLEUM INC.	000977433	Bill To Number 756501	08/23/2019	3,492.50	3,492.50	11/07/2019
410	ACORN PETROLEUM INC.	000982094	Bill To Number 756501	09/18/2019	1,386.00	1,386.00	11/07/2019
410	ACORN PETROLEUM INC.	000982684	Bill To Number 756501	09/23/2019	3,565.00	3,565.00	11/07/2019
410	ACORN PETROLEUM INC.	000989766	Bill To Number 756501	10/30/2019	3,126.01	3,126.01	11/07/2019
410	ACORN PETROLEUM INC.	000990230	Bill To Number 756501	11/05/2019	1,207.60	1,207.60	11/18/2019
410	ACORN PETROLEUM INC.	987607	Bill To Number 756501	10/18/2019	1,260.00	1,260.00	11/05/2019
410	ACORN PETROLEUM INC.	987998	Bill To Number 756501	10/22/2019	1,345.00	1,345.00	11/05/2019
410	ACORN PETROLEUM INC.	988251	Bill To Number 756501	10/23/2019	1,008.00	1,008.00	11/05/2019
Total ACORN PETROLEUM INC.:					16,390.11	16,390.11	
AFLAC							
550	AFLAC	194302	Account Number FH181	11/11/2019	127.27	127.27	11/15/2019
550	AFLAC	781423	Account Number FH181	11/01/2019	127.27	127.27	11/05/2019
Total AFLAC:					254.54	254.54	
ALL VALLEY STORAGE							
795	ALL VALLEY STORAGE	11/19/2019	Storage Unit 408	11/04/2019	275.00	275.00	11/15/2019
Total ALL VALLEY STORAGE:					275.00	275.00	
ALLIED SECURITY GROUP INC.							
810	ALLIED SECURITY GROUP INC.	2005868	Quarterly Monitoring	10/01/2019	460.95	460.95	11/07/2019
Total ALLIED SECURITY GROUP INC.:					460.95	460.95	
ANNE P. CRANE							
1575	ANNE P. CRANE	10/31/19	Plant Investment Fee Reimbursse	10/31/2019	6,451.50	6,451.50	11/07/2019
Total ANNE P. CRANE:					6,451.50	6,451.50	
A-PEAK, INC.							
1650	A-PEAK, INC.	15230	Asphalt Paving	10/19/2019	22,880.00	22,880.00	11/07/2019
Total A-PEAK, INC.:					22,880.00	22,880.00	
B PUBLIC RELATIONS LLC							
2192	B PUBLIC RELATIONS LLC	2704	Monthly Retainer - November 201	11/15/2019	3,000.00	3,000.00	11/18/2019
Total B PUBLIC RELATIONS LLC:					3,000.00	3,000.00	
BOBBYCAT							
3160	BOBBYCAT	10/15/2019 910	PRA Tree Thinking Project	10/15/2019	10,000.00	10,000.00	11/05/2019
Total BOBBYCAT:					10,000.00	10,000.00	
BROWNS HILL ENGINEERING & CONTROLS							
3810	BROWNS HILL ENGINEERING &	18072	Service Work on Snowmaking Pu	10/25/2019	468.00	468.00	11/07/2019
Total BROWNS HILL ENGINEERING & CONTROLS:					468.00	468.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
CIRSA							
5440	CIRSA	191932	Coverage Adjustments	10/23/2019	6,672.70	6,672.70	11/05/2019
Total CIRSA:					6,672.70	6,672.70	
CO MUNICIPAL CLERKS ASSOC.							
6380	CO MUNICIPAL CLERKS ASSOC	REISSUE CK 1	Athenian Dialogue - D. Wohlmut	11/07/2019	30.00	30.00	11/07/2019
Total CO MUNICIPAL CLERKS ASSOC.:					30.00	30.00	
CODEGEEK.NET							
6707	CODEGEEK.NET	201-1287	Website Redesign/Troubleshootin	11/01/2019	11,250.00	11,250.00	11/05/2019
6707	CODEGEEK.NET	201-1287	Website Redesign/Troubleshootin	11/01/2019	837.50	837.50	11/05/2019
Total CODEGEEK.NET:					12,087.50	12,087.50	
COLORADO ACTIVITY CENTERS							
5760	COLORADO ACTIVITY CENTER	24365	Brochure Distribution	10/29/2019	3,330.00	3,330.00	11/05/2019
Total COLORADO ACTIVITY CENTERS:					3,330.00	3,330.00	
COLORADO ASSOC. OF PERMIT TECHNICIANS							
6734	COLORADO ASSOC. OF PERMI	2020 MEMBER	Membership Dues - Cheryl Mattka	11/18/2019	25.00	25.00	11/18/2019
Total COLORADO ASSOC. OF PERMIT TECHNICIANS:					25.00	25.00	
COLORADO ASSOCIATION OF SKI TOWNS (D)							
4482	COLORADO ASSOCIATION OF	1321	CAST Dinner 10/24/2019	10/29/2019	55.00	55.00	11/05/2019
4482	COLORADO ASSOCIATION OF	1321	CAST Dinner 10/24/2019	10/29/2019	110.00	110.00	11/05/2019
Total COLORADO ASSOCIATION OF SKI TOWNS (D):					165.00	165.00	
COLORADO COMFORT PRODUCTS INC. #623							
6005	COLORADO COMFORT PRODU	REFUND OF M	Refund of Perming M-19-0242	11/11/2019	30.00	30.00	11/15/2019
Total COLORADO COMFORT PRODUCTS INC. #623:					30.00	30.00	
COLUMBINE HILLS CONCRETE, INC							
6930	COLUMBINE HILLS CONCRETE,	14325	Project 19-05 TOF Emily Lane	09/27/2019	37,649.00	37,649.00	11/07/2019
Total COLUMBINE HILLS CONCRETE, INC:					37,649.00	37,649.00	
COPPER MOUNTAIN SKI RESORT							
7330	COPPER MOUNTAIN SKI RESO	SALES000000	Copper Retail at TOF Visitor Info	10/23/2019	136.58	136.58	11/18/2019
7330	COPPER MOUNTAIN SKI RESO	SKI PASS 2019	Season Ski Pass - S.Sturgen	11/13/2019	409.00	409.00	11/25/2019
Total COPPER MOUNTAIN SKI RESORT:					545.58	545.58	
CRAFTEL CONTRACTING #4754							
7669	CRAFTEL CONTRACTING #4754	10/30/2019	Refund of Plumbing Permit Fees	10/30/2019	185.63	185.63	11/05/2019
Total CRAFTEL CONTRACTING #4754:					185.63	185.63	
DIRECTPATH							
9255	DIRECTPATH	AT43993	Town of Frisco	11/01/2019	265.60	265.60	11/05/2019
Total DIRECTPATH:					265.60	265.60	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DPC INDUSTRIES, INC.							
9580	DPC INDUSTRIES, INC.	DE73000929-1	Customer No. 73171400	09/30/2019	110.00	110.00	11/07/2019
Total DPC INDUSTRIES, INC.:					110.00	110.00	
DYLAN OLCHIN							
9741	DYLAN OLCHIN	PETTY CASH	Employee of Month - Cash	11/11/2019	100.00	100.00	11/14/2019
9741	DYLAN OLCHIN	PETTY CASH	Petty Cash - Turkey Day 5K	11/13/2019	300.00	300.00	11/14/2019
Total DYLAN OLCHIN:					400.00	400.00	
FAMILY SUPPORT REGISTRY							
10630	FAMILY SUPPORT REGISTRY	04577912 11/0	Remittance Identifier 04577912	11/05/2019	262.80	262.80	11/05/2019
10630	FAMILY SUPPORT REGISTRY	04577912 11/1	Remittance Identifier 04577912	11/14/2019	262.80	262.80	11/15/2019
10630	FAMILY SUPPORT REGISTRY	07777691 11/0	Remittance Identifier 07777691	11/05/2019	189.23	189.23	11/05/2019
10630	FAMILY SUPPORT REGISTRY	07777691 11/1	Remittance Identifier 07777691	11/14/2019	189.23	189.23	11/15/2019
Total FAMILY SUPPORT REGISTRY:					904.06	904.06	
FOOD HEDZ WORLD CAFE & CATERING							
11060	FOOD HEDZ WORLD CAFE & C	11/26/2019 CO	Town Council Dinner 11/26/2019	11/25/2019	400.00	400.00	11/25/2019
Total FOOD HEDZ WORLD CAFE & CATERING:					400.00	400.00	
FP2FIRE INC.							
11172	FP2FIRE INC.	COF-071519	Marina Docks Standpipe Design	07/15/2019	3,500.00	3,500.00	11/05/2019
Total FP2FIRE INC.:					3,500.00	3,500.00	
FREEDOM MAILING SERVICES INC.							
11260	FREEDOM MAILING SERVICES I	36978	Business License Renewals	10/25/2019	962.32	962.32	11/07/2019
11260	FREEDOM MAILING SERVICES I	37103	Sales Tax Letters	11/08/2019	43.88	43.88	11/15/2019
Total FREEDOM MAILING SERVICES INC.:					1,006.20	1,006.20	
FRISCO ELEMENTARY PTSA							
11410	FRISCO ELEMENTARY PTSA	2019 HOLIDAY	Holiday Wreaths & Garland 2019	11/25/2019	775.00	775.00	11/25/2019
11410	FRISCO ELEMENTARY PTSA	2019 HOLIDAY	Holiday Wreaths & Garland 2019	11/25/2019	555.00	555.00	11/25/2019
11410	FRISCO ELEMENTARY PTSA	2019 HOLIDAY	Holiday Wreaths & Garland 2019	11/25/2019	280.00	280.00	11/25/2019
11410	FRISCO ELEMENTARY PTSA	2019 HOLIDAY	Holiday Wreaths & Garland 2016	11/25/2019	775.00	775.00	11/25/2019
Total FRISCO ELEMENTARY PTSA:					2,385.00	2,385.00	
FRISCO FORAY, LLC							
11423	FRISCO FORAY, LLC	11/7/2019	Improvements Agreement Refund	11/07/2019	14,643.84	14,643.84	11/15/2019
Total FRISCO FORAY, LLC:					14,643.84	14,643.84	
GARY WILKINSON							
11840	GARY WILKINSON	11/01/2019	Aspen CAST Reimbursment	11/01/2019	334.45	334.45	11/05/2019
Total GARY WILKINSON:					334.45	334.45	
HBL CONSULTING INC.							
12970	HBL CONSULTING INC.	936	IT Services	10/31/2019	11,080.00	11,080.00	11/07/2019
Total HBL CONSULTING INC.:					11,080.00	11,080.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
HELD JOINERY							
13076	HELD JOINERY	015	ROCK CAGES AT SKATE PARK	09/13/2019	3,666.00	3,666.00	11/07/2019
13076	HELD JOINERY	016	ROCK CAGES AT SKATE PARK	10/21/2019	1,770.00	1,770.00	11/07/2019
Total HELD JOINERY:					5,436.00	5,436.00	
HIGHER GROUND EARTHWORKS							
13325	HIGHER GROUND EARTHWOR	1007	Trail Construction	11/07/2019	4,500.00	4,500.00	11/15/2019
Total HIGHER GROUND EARTHWORKS:					4,500.00	4,500.00	
ICONIX CLOTHING							
13950	ICONIX CLOTHING	3185	Turkey Day 5k Shirts	10/23/2019	7,062.50	7,062.50	11/05/2019
Total ICONIX CLOTHING:					7,062.50	7,062.50	
IMA INC. - BENEFITS DIVISION							
13985	IMA INC. - BENEFITS DIVISION	532	Account Number FRISCO0-01	10/30/2019	6,562.50	6,562.50	11/07/2019
Total IMA INC. - BENEFITS DIVISION:					6,562.50	6,562.50	
INTEGRATED GROWTH INC.							
14225	INTEGRATED GROWTH INC.	191105	Executive Team Coaching	11/05/2019	350.00	350.00	11/07/2019
Total INTEGRATED GROWTH INC.:					350.00	350.00	
INTERCEPT INSIGHT LLC							
14245	INTERCEPT INSIGHT LLC	679	Frisco Bay Marina Feedback Prog	11/07/2019	1,750.00	1,750.00	11/15/2019
Total INTERCEPT INSIGHT LLC:					1,750.00	1,750.00	
KANSAS CITY BARBECUE SOCIETY							
16510	KANSAS CITY BARBECUE SOCI	BBQ APP DEP	2020 Sanctioning Fees - Deposit	10/24/2019	350.00	350.00	11/05/2019
Total KANSAS CITY BARBECUE SOCIETY:					350.00	350.00	
KELSEY MOORHOUSE*							
16879	KELSEY MOORHOUSE*	FAP WINTER	FAO Winter Banks	11/06/2019	600.00	600.00	11/07/2019
Total KELSEY MOORHOUSE*:					600.00	600.00	
KRISTIN VUKOVICHT							
17384	KRISTIN VUKOVICHT	BUSS. LIC. RE	Refund Business License Paymen	11/07/2019	75.00	75.00	11/07/2019
Total KRISTIN VUKOVICHT:					75.00	75.00	
LEA DREUX							
17975	LEA DREUX	REISSUE 4/17	Reissue April Cell Phone	11/07/2019	70.00	70.00	11/07/2019
Total LEA DREUX:					70.00	70.00	
LEADER'S EDGE CONSULTING INC.							
17937	LEADER'S EDGE CONSULTING	2414	Leadership Workshop - Conflict	11/08/2019	1,495.00	1,495.00	11/15/2019
Total LEADER'S EDGE CONSULTING INC.:					1,495.00	1,495.00	
LEGALSHIELD							
18055	LEGALSHIELD	10/15/2019	Group#: 0148095	10/15/2019	374.80	374.80	11/15/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LEGALSHIELD:					374.80	374.80	
LOSE DESIGN SPACES FOR LIFE							
18524	LOSE DESIGN SPACES FOR LIF	20191030	Project 19147	11/01/2019	32,526.59	32,526.59	11/05/2019
Total LOSE DESIGN SPACES FOR LIFE:					32,526.59	32,526.59	
M3 CONSULTING							
18619	M3 CONSULTING	TOF1	Total Rewards Communications P	11/07/2019	1,750.00	1,750.00	11/15/2019
Total M3 CONSULTING:					1,750.00	1,750.00	
MARGARET H. FAESSEN							
18860	MARGARET H. FAESSEN	AUGUST 2019	Personal Cell Phone Stipend	11/04/2019	35.00	35.00	11/05/2019
18860	MARGARET H. FAESSEN	JULY 2019	Personal Cell Phone Stipend	11/04/2019	35.00	35.00	11/05/2019
18860	MARGARET H. FAESSEN	SEPTEMBER 2	Personal Cell Phone Stipend	11/04/2019	35.00	35.00	11/05/2019
Total MARGARET H. FAESSEN:					105.00	105.00	
MARK EDWARD PARCHETA							
18946	MARK EDWARD PARCHETA	2019008	Customer Id #111	10/10/2019	800.00	800.00	11/05/2019
Total MARK EDWARD PARCHETA:					800.00	800.00	
MARLIN BUSINESS BANK							
19087	MARLIN BUSINESS BANK	17509815	Account Number 1489058	11/11/2019	313.79	313.79	11/15/2019
19087	MARLIN BUSINESS BANK	17509815	Account Number 1489058	11/11/2019	1,796.87	1,796.87	11/15/2019
Total MARLIN BUSINESS BANK:					2,110.66	2,110.66	
MERCHANTS FLEET MANAGEMENT							
19745	MERCHANTS FLEET MANAGEM	RENTAL DEPO	2020 Summer Van Rental Deposit	10/29/2019	2,000.00	2,000.00	11/05/2019
Total MERCHANTS FLEET MANAGEMENT:					2,000.00	2,000.00	
MICHAEL ARTEL							
20186	MICHAEL ARTEL	BOOT ALLOW	Boot Allowance 2019	10/31/2019	100.00	100.00	11/07/2019
Total MICHAEL ARTEL:					100.00	100.00	
MICHAEL NATION							
19976	MICHAEL NATION	BOOT ALLOW	2019 Work Boot Allowance	10/18/2019	97.32	97.32	11/05/2019
Total MICHAEL NATION:					97.32	97.32	
MOSES, WITTEMYER,HARRISON							
20600	MOSES, WITTEMYER,HARRISO	13618	Professional Services	11/06/2019	808.50	808.50	11/18/2019
20600	MOSES, WITTEMYER,HARRISO	13618	Professional Services	11/06/2019	245.00	245.00	11/18/2019
20600	MOSES, WITTEMYER,HARRISO	13618	Professional Services	11/06/2019	1,372.00	1,372.00	11/18/2019
Total MOSES, WITTEMYER,HARRISON:					2,425.50	2,425.50	
MURRAY DAHL BEERY & RENAUD LLP							
20890	MURRAY DAHL BEERY & RENA	15673	Matter No. 59875.00000	10/31/2019	14,939.94	14,939.94	11/15/2019
20890	MURRAY DAHL BEERY & RENA	15674	Matter No. 59875.00010	10/31/2019	1,240.00	1,240.00	11/15/2019
20890	MURRAY DAHL BEERY & RENA	15675	Matter No. 59875.23670	10/31/2019	787.50	787.50	11/15/2019
20890	MURRAY DAHL BEERY & RENA	15676	Matter No. 59875.71000	10/31/2019	754.13	754.13	11/15/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MURRAY DAHL BEERY & RENAUD LLP:					17,721.57	17,721.57	
MUTUAL OF OMAHA							
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	12.05	12.05	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	167.77	167.77	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	416.00	416.00	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	113.56	113.56	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	394.18	394.18	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	692.43	692.43	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	36.60	36.60	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	172.30	172.30	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	170.54	170.54	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	138.29	138.29	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	121.29	121.29	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	317.07	317.07	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	79.76	79.76	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	88.35	88.35	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	429.19	429.19	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	100.58	100.58	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	142.47	142.47	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	95.23	95.23	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	168.13	168.13	11/05/2019
20910	MUTUAL OF OMAHA	001020575837	Group ID: G000AF7V	11/01/2019	397.05	397.05	11/05/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	12.05	12.05	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	167.77	167.77	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	416.00	416.00	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	113.56	113.56	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	243.31	243.31	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	692.43	692.43	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	117.98	117.98	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	172.30	172.30	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	170.54	170.54	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	138.29	138.29	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	121.29	121.29	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	385.71	385.71	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	79.76	79.76	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	144.19	144.19	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	567.01	567.01	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	100.58	100.58	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	142.47	142.47	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	95.23	95.23	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	168.13	168.13	11/18/2019
20910	MUTUAL OF OMAHA	001028285605	Group ID: G000AF7V	11/15/2019	471.51	471.51	11/18/2019
Total MUTUAL OF OMAHA:					8,772.95	8,772.95	
NANCY KERRY							
21023	NANCY KERRY	CAST2019	Reimburse Expenses	11/04/2019	49.88	49.88	11/05/2019
Total NANCY KERRY:					49.88	49.88	
NICOLE LAROCHELLE							
21425	NICOLE LAROCHELLE	211	Turkey Day 5K Design Work	10/28/2019	828.75	828.75	11/05/2019
Total NICOLE LAROCHELLE:					828.75	828.75	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
NORA GILBERTSON							
21470	NORA GILBERTSON	OCTOBER 201	Personal Cell Phone Stipend	10/30/2019	70.00	70.00	11/05/2019
Total NORA GILBERTSON:					70.00	70.00	
NORTH LINE GIS							
21530	NORTH LINE GIS	2258	19-20 Nordic Trail Map Edits	10/31/2019	2,000.00	2,000.00	11/05/2019
Total NORTH LINE GIS:					2,000.00	2,000.00	
NV5 INC.							
21710	NV5 INC.	139882	Project No: 333119-0000208.00	10/15/2019	18,530.00	18,530.00	11/05/2019
21710	NV5 INC.	142777	Project No: 333119-0000208.00	11/12/2019	18,530.00	18,530.00	11/15/2019
Total NV5 INC.:					37,060.00	37,060.00	
P4 WINDOW CLEANING, INC.							
22130	P4 WINDOW CLEANING, INC.	7770	Nordic Building Window Cleaning	10/31/2019	195.00	195.00	11/07/2019
22130	P4 WINDOW CLEANING, INC.	7770	DAY LODGE WINDOW CLEANIN	10/31/2019	500.00	500.00	11/07/2019
Total P4 WINDOW CLEANING, INC.:					695.00	695.00	
PEAK MATERIALS							
22605	PEAK MATERIALS	672676	Customer No.: 26994	10/02/2019	182.34	182.34	11/07/2019
22605	PEAK MATERIALS	672677	Customer No.: 26994	10/02/2019	171.56	171.56	11/07/2019
22605	PEAK MATERIALS	673053	Customer No.: 26994	10/03/2019	303.90	303.90	11/07/2019
22605	PEAK MATERIALS	673054	Customer No.: 26994	10/03/2019	60.78	60.78	11/07/2019
22605	PEAK MATERIALS	673055	Customer No.: 26994	10/03/2019	182.34	182.34	11/07/2019
22605	PEAK MATERIALS	682155	Customer No.: 26994	10/23/2019	174.57	174.57	11/07/2019
Total PEAK MATERIALS:					1,075.49	1,075.49	
PITNEY BOWES RESERVE ACCOUNT							
23100	PITNEY BOWES RESERVE ACC	51218295 11/5/	Account 51218295	11/05/2019	1,500.00	1,500.00	11/05/2019
Total PITNEY BOWES RESERVE ACCOUNT:					1,500.00	1,500.00	
PLUMMER							
23137	PLUMMER	45222	Project No: 4131-002-04	10/25/2019	320.00	320.00	11/07/2019
23137	PLUMMER	45243	Project No: 4131-002-03	10/25/2019	1,150.00	1,150.00	11/07/2019
Total PLUMMER:					1,470.00	1,470.00	
POSTCORP.TV							
23245	POSTCORP.TV	PCT11052019_	Halloween Shoot	11/05/2019	1,435.00	1,435.00	11/07/2019
Total POSTCORP.TV:					1,435.00	1,435.00	
REID ARCHITECTS INC.							
24035	REID ARCHITECTS INC.	FRS-1	Historic Preservation Consulting	09/10/2019	4,226.23	4,226.23	11/18/2019
Total REID ARCHITECTS INC.:					4,226.23	4,226.23	
RESOURCE ENGINEERING, INC.							
24176	RESOURCE ENGINEERING, INC	20899	Wetlands Mitigation Work	09/30/2019	2,865.25	2,865.25	11/05/2019
Total RESOURCE ENGINEERING, INC.:					2,865.25	2,865.25	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
REVENUE RECOVERY GROUP INC.							
24200	REVENUE RECOVERY GROUP I	5453-0094-738	Audit Service: Empire Today, LLC	10/25/2019	425.00	425.00	11/05/2019
Total REVENUE RECOVERY GROUP INC.:					425.00	425.00	
RICHARD ROCK							
24360	RICHARD ROCK	2019 REBATE	Tap Rebate 2019	10/18/2019	969.46	969.46	11/05/2019
Total RICHARD ROCK:					969.46	969.46	
ROCKY MOUNTAIN BBQ ASSOCIATION							
25015	ROCKY MOUNTAIN BBQ ASSOC	2877	202 Cup Dues	10/30/2019	250.00	250.00	11/05/2019
Total ROCKY MOUNTAIN BBQ ASSOCIATION:					250.00	250.00	
ROCKY MOUNTAIN RESERVE							
25115	ROCKY MOUNTAIN RESERVE	2196849	FSA/HSA Administration	10/10/2019	288.50	288.50	11/05/2019
25115	ROCKY MOUNTAIN RESERVE	2197905	FSA/HSA Administration	11/10/2019	566.00	566.00	11/15/2019
Total ROCKY MOUNTAIN RESERVE:					854.50	854.50	
ROSE GORRELL							
25480	ROSE GORRELL	AUGUST 2019	Personal Cell Phone Stipend	10/28/2019	70.00	70.00	11/05/2019
25480	ROSE GORRELL	JULY 2019	Personal Cell Phone Stipend	10/28/2019	70.00	70.00	11/05/2019
25480	ROSE GORRELL	SEPTEMBER 2	Personal Cell Phone Stipend	10/28/2019	70.00	70.00	11/05/2019
Total ROSE GORRELL:					210.00	210.00	
RYAN SMITH							
25725	RYAN SMITH	10/21-11/1/19	Police Academy Mileage Reimbur	11/06/2019	672.80	672.80	11/07/2019
Total RYAN SMITH:					672.80	672.80	
SCHMIDT LAND SURVEYING INC.							
26045	SCHMIDT LAND SURVEYING IN	4449	Project 2194	10/26/2019	6,950.00	6,950.00	11/07/2019
Total SCHMIDT LAND SURVEYING INC.:					6,950.00	6,950.00	
SIGN LANGUAGE XL							
26705	SIGN LANGUAGE XL	88906	Banners	10/31/2019	2,182.00	2,182.00	11/18/2019
Total SIGN LANGUAGE XL:					2,182.00	2,182.00	
SILVERHEELS BAR & GRILL							
26780	SILVERHEELS BAR & GRILL	HOLIDAY PAR	Employee Holiday Party 2019	11/18/2019	10,368.00	10,368.00	11/18/2019
Total SILVERHEELS BAR & GRILL:					10,368.00	10,368.00	
SMJ INTERNATIONAL, LLC							
27005	SMJ INTERNATIONAL, LLC	REISSUE BLG	Reissue Building Permit 2013	11/07/2019	237.25	237.25	11/07/2019
Total SMJ INTERNATIONAL, LLC:					237.25	237.25	
STAIS ARCHITECTS AND INTERIORS							
19440	STAIS ARCHITECTS AND INTER	3641	Frisco Bay Marina - Project: 1951	11/10/2019	11,397.04	11,397.04	11/15/2019
Total STAIS ARCHITECTS AND INTERIORS:					11,397.04	11,397.04	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
STEVEN LONG							
27769	STEVEN LONG	BOOT ALLOW	Boot Allowance 2019	11/05/2019	100.00	100.00	11/07/2019
Total STEVEN LONG:					100.00	100.00	
SUMMIT CHORAL SOCIETY							
28070	SUMMIT CHORAL SOCIETY	CAROLLERS 2	Holiday Caroling	11/11/2019	900.00	900.00	11/15/2019
Total SUMMIT CHORAL SOCIETY:					900.00	900.00	
SUMMIT COUNTY GOVERNMENT							
28310	SUMMIT COUNTY GOVERNMENT	GOTR 5K 2019	Girls On The Run 5K Permit Fee 2	10/22/2019	150.00	150.00	11/05/2019
Total SUMMIT COUNTY GOVERNMENT:					150.00	150.00	
SUMMIT FIRE & EMS							
17600	SUMMIT FIRE & EMS	#1 - SPECIAL	Turkey Day 5k Tent Inspection 20	11/22/2019	200.00	200.00	11/26/2019
Total SUMMIT FIRE & EMS:					200.00	200.00	
TOLIN MECHANICAL SYSTEMS, INC.							
30590	TOLIN MECHANICAL SYSTEMS, INC.	SV358402	Customer No. 11901	09/26/2019	283.58	283.58	11/07/2019
Total TOLIN MECHANICAL SYSTEMS, INC.:					283.58	283.58	
UPPER CASE PRINTING, INK.							
31800	UPPER CASE PRINTING, INK.	15121	Business License Envelopes	11/01/2019	129.38	129.38	11/15/2019
Total UPPER CASE PRINTING, INK.:					129.38	129.38	
VANESSA AGEE							
32095	VANESSA AGEE	AUGUST 2019	Personal Cell Phone Stipend	11/04/2019	70.00	70.00	11/05/2019
32095	VANESSA AGEE	JULY 2019	Personal Cell Phone Stipend	11/04/2019	70.00	70.00	11/05/2019
32095	VANESSA AGEE	SEPTEMBER 2	Personal Cell Phone Stipend	11/04/2019	70.00	70.00	11/05/2019
Total VANESSA AGEE:					210.00	210.00	
VERONIKA HEWITT							
32146	VERONIKA HEWITT	BOOT ALLOW	2019 Boot Allowance	10/18/2019	100.00	100.00	11/05/2019
Total VERONIKA HEWITT:					100.00	100.00	
VIKING ENTERPRISES							
32167	VIKING ENTERPRISES	19369	Wetlands Mitigation - Marina Proje	08/27/2019	1,080.00	1,080.00	11/05/2019
Total VIKING ENTERPRISES:					1,080.00	1,080.00	
WAGNER EQUIPMENT CO							
32400	WAGNER EQUIPMENT CO	P6683701	Customer Number 35117	10/28/2019	4,381.00	4,381.00	11/05/2019
Total WAGNER EQUIPMENT CO:					4,381.00	4,381.00	
WILLIAM D. LINFIELD PE							
33095	WILLIAM D. LINFIELD PE	22	PW Consulting	11/05/2019	110.00	110.00	11/15/2019
33095	WILLIAM D. LINFIELD PE	22	Marina Consulting	11/05/2019	220.00	220.00	11/15/2019
33095	WILLIAM D. LINFIELD PE	22	CDD Consulting	11/05/2019	1,870.00	1,870.00	11/15/2019
33095	WILLIAM D. LINFIELD PE	22	CDD Consulting	11/05/2019	330.00	330.00	11/15/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total WILLIAM D. LINFIELD PE:					2,530.00	2,530.00	
XCEL ENERGY							
33380	XCEL ENERGY	656375846	Account 53-0011742393-0	10/07/2019	6.42	6.42	11/05/2019
33380	XCEL ENERGY	656387504	Account 53-0012487828-5	10/07/2019	39.09	39.09	11/05/2019
33380	XCEL ENERGY	656411573	Account 53-0012487832-1	10/07/2019	62.65	62.65	11/05/2019
33380	XCEL ENERGY	660181602	Account 53-0012487832-1	11/01/2019	100.41	100.41	11/15/2019
33380	XCEL ENERGY	660191954	Account 53-0012487828-5	11/01/2019	78.16	78.16	11/15/2019
33380	XCEL ENERGY	660366837	Account 53-0010948072-7	11/04/2019	124.51	124.51	11/15/2019
33380	XCEL ENERGY	660388352	Account 53-0011742393-0	11/04/2019	153.16	153.16	11/15/2019
33380	XCEL ENERGY	660663054	Account 53-1235617-3	11/06/2019	139.47	139.47	11/15/2019
Total XCEL ENERGY:					703.87	703.87	
YEH AND ASSOCIATES INC.							
33405	YEH AND ASSOCIATES INC.	219-213-3	Project 219-213 CS Town of Frisc	10/21/2019	690.00	690.00	11/07/2019
Total YEH AND ASSOCIATES INC.:					690.00	690.00	
Grand Totals:					352,214.53	352,214.53	

Dated: _____

Finance Director: _____

Dated: _____

Accountant: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Visa P-Card Statement 11-28-2019

Transaction Date	Supplier - Name	Tr Line Amount	GL Coding	Transaction - Description
11/13/2019	06481 - 1811 Lincoln St	\$16.00	80-8000-4227	Training - Parking
11/04/2019	4mp rint	\$7,339.86	10-1140-4811	2,664 Wassail Mugs
11/11/2019	4mp rint	\$311.45	80-8000-4588	Turkey day 5k prizes for racers under 5 years of age
10/31/2019	4te'all Tag Corp.	\$400.05	80-8000-4233	People Counter for VIC Restroom
11/18/2019	5280 Publishing, Inc.	\$2,500.00	10-1118-4265	Winter-Nordic centered ad
11/14/2019	A & A Pet Supply And Feed	\$50.00	10-1110-4650	Raffle Prizes for Employee Holiday Party
11/14/2019	Abbey's Coffee	\$59.00	10-1110-4229	Coffee for All Hands Meeting
11/27/2019	Acorn Petroleum Inc Puebl	\$371.00	10-1160-4208	Lift oil
11/18/2019	Alpineaire Healthcare	\$15.00	10-1160-4234	O2 Tank Rental and Maintenance
10/29/2019	AlSCO Inc.	\$160.30	10-1125-4477	Monthly Mats for Schoolhouse and Outbuildings
11/14/2019	AlSCO Inc.	\$327.24	10-1160-4401	Rug/Rag Cleaning and Replacement for FAP Day Lodge
11/14/2019	AlSCO Inc.	\$302.91	10-1133-4270	Uniforms
11/22/2019	Amazon.Com*1494z2y23 Amzn	\$159.00	10-1160-4411	Drill batteries
11/24/2019	Amazon.Com*199ao1vu3 Amzn	\$35.57	10-1119-4233	Community Development Safety supplies
11/11/2019	Amazon.Com*8q4k679g3 Amzn	\$61.75	10-1125-4890	Namesadge holders
11/21/2019	Amazon.Com*vc0w46k3 Amzn	\$98.46	10-1134-4270	Ice cleats
11/24/2019	Amazon.Com*vo1n40pw3 Amzn	\$96.44	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/22/2019	Amazon.Com*xw3r718k3 Amzn	\$105.00	10-1134-4270	Ice cleats
11/18/2019	Amazon.Com*y2zba62b3	\$105.48	10-1133-4271	Tools
11/16/2019	Amer Assoc Notarieswe	\$26.90	10-1119-4233	Notary stamp
11/06/2019	American Air	\$282.60	10-1132-4227	Conference - airfare
11/14/2019	American Lighting	\$89.84	80-8000-4589	Xmas lights
10/30/2019	American Planning A	\$195.00	10-1110-4265	Winter recruiting efforts
10/31/2019	Amzn Mktp Us	\$131.89	10-1170-4201	Metal clothes pins for snowshoe trail marking
10/31/2019	Amzn Mktp Us	\$254.82	10-1170-4201	Orange and pink trail markers for snowshoe trails
10/31/2019	Amzn Mktp Us	\$73.75	10-1170-4201	Metal rings for snowshoe trail markers
11/06/2019	Amzn Mktp Us	\$31.90	10-1115-4224	Presentation Clickers
11/08/2019	Amzn Mktp Us	\$13.81	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/08/2019	Amzn Mktp Us	\$14.73	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/11/2019	Amzn Mktp Us	\$21.98	10-1132-4207	Phone protector
11/11/2019	Amzn Mktp Us	\$126.15	10-1130-4233	Calendars: Screen cleaner
11/11/2019	Amzn Mktp Us	\$37.80	40-4000-4200	Calendar
11/12/2019	Amzn Mktp Us	\$8.49	10-1132-4270	Ear plugs
11/12/2019	Amzn Mktp Us	\$46.81	10-1110-4704	Town Hall 2nd floor wi-fi
11/13/2019	Amzn Mktp Us	\$43.94	10-1132-4207	Ice machine at Day Lodge
11/13/2019	Amzn Mktp Us	\$27.77	10-1132-4207	Ice machine at Day Lodge
11/14/2019	Amzn Mktp Us	\$59.90	10-1170-4221	Gridwall hooks for retail merchandise display at Nordic Center
11/14/2019	Amzn Mktp Us	\$29.97	10-1170-4201	Trail marking materials for snowshoe trail
11/15/2019	Amzn Mktp Us	\$18.20	10-1133-4271	Tools
11/17/2019	Amzn Mktp Us	\$169.90	10-1133-4271	Tools
11/18/2019	Amzn Mktp Us	\$179.99	10-1133-4271	Tools
11/18/2019	Amzn Mktp Us	\$70.14	80-8000-4588	Safety Pins and Thank You Materials
11/19/2019	Amzn Mktp Us	\$79.99	10-1132-4270	Noise cancelling headphones
11/19/2019	Amzn Mktp Us	\$17.98	10-1132-4207	Headphone case; Wireless adapter
11/19/2019	Amzn Mktp Us	\$42.05	10-1133-4271	Tools
11/19/2019	Amzn Mktp Us	\$19.42	10-1110-4704	Mic stand - council chambers
11/22/2019	Amzn Mktp Us	\$29.97	10-1160-4225	Re-Usable Bowls for FAP Cafe
11/22/2019	Amzn Mktp Us	\$721.13	10-1133-4271	Tools
11/22/2019	Amzn Mktp Us	\$110.97	10-1160-4411	Drill for tubing hill
11/25/2019	Amzn Mktp Us	\$27.12	10-1130-4233	Dry erase markers and holders
11/25/2019	Amzn Mktp Us	\$13.56	40-4000-4200	Dry erase markers and holders
11/27/2019	Amzn Mktp Us	-\$18.20	10-1133-4271	Credit - Tools
11/19/2019	Angelo's Pizza Parlor	\$52.44	10-1114-4227	Conference Dinner - Three Staff members
11/01/2019	Apple.Com Bill	\$9.99	80-8000-4588	Apple Music Subscription
11/22/2019	Apple.Com Bill	\$5.09	10-1150-4606	Pandora Subscription
11/04/2019	Asipm Madison Wi	\$165.00	10-1119-4210	Membership renewal - Assoc. of State Floodplain Managers
10/28/2019	AT&T bill Payment	\$50.00	10-1110-4203	Personal Cell Phone Stipend
11/14/2019	AT&T bill Payment	\$286.41	10-1110-4203	Mobile Data plan for Police car computers
11/23/2019	AT&T bill Payment	\$50.00	10-1110-4203	Personal Cell Phone Stipend
11/06/2019	Baymont By Wyndham	\$79.00	10-1134-4227	Conference - lodging
11/16/2019	Bcy*backcountry.Com	\$159.54	90-0090-2060	Marina - Purchase for staff from pooled gratuities
10/31/2019	Bcy*steepandcheap.Com	\$103.40	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/01/2019	Bcy*steepandcheap.Com	\$120.25	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/01/2019	Bcy*steepandcheap.Com	\$81.08	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/02/2019	Bcy*steepandcheap.Com	\$28.03	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/02/2019	Bcy*steepandcheap.Com	\$168.57	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/08/2019	Bcy*steepandcheap.Com	\$34.51	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/20/2019	Bcy*steepandcheap.Com	\$138.70	90-0090-2060	Marina - Purchase for staff from pooled gratuities
11/15/2019	Bed Bath & Beyond #651	\$79.99	80-8000-4233	Wassail Supplies
11/07/2019	Big O Tires #6259	\$33.00	10-1170-4205	Disposal fee for tires dumped illegally at the PRA
11/20/2019	Bingo Burger	\$13.31	10-1114-4227	Conference Lunch
11/20/2019	Bingo Burger	\$13.80	10-1114-4227	Conference Lunch
11/21/2019	Boulder Parking-Uhgid	\$1.25	10-1115-4227	Parking for Career Fair in Boulder
11/21/2019	Boulder Parking-Uhgid	\$5.00	10-1115-4227	Parking for Career Fair in Boulder
11/26/2019	Breck Ironworks	\$650.00	10-1140-4811	Fire Pits for Tree Lighting
11/13/2019	Breckenridge Building Cen	\$34.50	10-1132-4207	Building vents for Old Town Hall
11/15/2019	Breckenridge Building Cen	\$273.98	10-1170-4201	Timberlock screws for sign post construction
11/21/2019	Breckenridge Lasergraphic	\$63.40	10-1118-4265	Print 60 winter event calendar posters
11/04/2019	Bridgedale/Mountain Eq	\$337.50	10-1160-4223	Socks for FAP Retail Sales
11/05/2019	Bridgedale/Mountain Eq	\$32.52	10-1160-4223	Shipping for Bridgedale Sock Order

11/21/2019	Carbonite Inc	\$120.00	10-1110-4704	Server backup
10/30/2019	Carquest 3948	\$51.49	10-1133-4205	Filter stock
11/12/2019	Carquest 3948	\$26.66	10-1133-4205	Hydraulic couplers
11/14/2019	Carquest 3948	\$64.82	10-1133-4205	Walker battery
11/20/2019	Carquest 3948	\$140.78	10-1133-4205	Police brake job
11/28/2019	Carquest 3948	\$48.85	10-1160-4205	Hydraulic hose repair for Bison snow cat
11/26/2019	Carquest 3948	\$6.28	10-1133-4205	Filter stock
11/26/2019	Carquest 3948	\$12.06	10-1133-4205	Filter stock
10/27/2019	Caseys Gen Store2907	\$328.59	80-9000-4233	Fraudulent charge - will be refunded
10/29/2019	Cdw Govt #vnc4198	\$1,355.00	10-1110-4704	Town Hall wifi access point
11/05/2019	Cdw Govt #wq5587	\$3,208.08	10-1110-4704	Onsite backup annual renewal
11/08/2019	Cdw Govt #wv5941	\$4,257.00	20-2000-5077	Fiber optic cable for PRA
11/11/2019	Cdw Govt #wq8040	\$873.08	10-1110-4704	Computer Printer
11/12/2019	Cdw Govt #wv9527	\$1,295.00	10-1110-4704	Town Hall 2nd floor wi-fi
11/15/2019	Cdw Govt #vc2355	\$1,738.11	10-1110-4704	PC workstation
11/25/2019	Cdw Govt #wvg8056	\$45.61	20-2000-5077	FAP Maintenance Bldg ether switch
11/06/2019	Centurylink/Speedpay	\$1,530.00	10-1110-4203	Town Hall phone lines
11/06/2019	Centurylink/Speedpay	\$438.30	40-4000-4203	WTP phone lines
11/06/2019	Centurylink/Speedpay	\$183.49	80-9000-4203	VIC phone lines
11/06/2019	Centurylink/Speedpay	\$320.85	90-9000-4203	Marina phone lines
11/06/2019	Centurylink/Speedpay	\$43.38	90-9000-4401	Marina utilities
11/06/2019	Centurylink/Speedpay	\$154.86	10-1110-4226	Website
11/11/2019	Centurylink/Speedpay	\$162.62	10-1110-4203	Long distance
11/23/2019	Centurylink/Speedpay	\$323.40	80-9000-4203	VIC circuits
11/23/2019	Centurylink/Speedpay	\$323.40	90-9000-4203	Marina circuits
11/23/2019	Centurylink/Speedpay	\$1,825.28	10-1110-4203	All other circuits
11/06/2019	Ces 307	\$30.34	40-4000-4201	Supplies
11/08/2019	Ces 307	\$28.71	10-1132-4207	Nordic Center heater baseboard
11/08/2019	Ces 307	\$54.83	10-1132-4207	Nordic Center baseboard heater
11/22/2019	Chick-Fil-A #01916	\$31.70	10-1114-4227	Conference Lunch for Two Employees
11/12/2019	China Szechuan	\$137.50	10-1111-4229	Council Dinner
11/08/2019	Chocolove	\$264.00	10-1170-4223	Chocolove chocolate bars for retail
11/15/2019	Cintas 60a Sap	\$91.46	10-1130-4270	First Aid
11/15/2019	Cintas 60a Sap	\$78.22	10-1130-4270	First aid
11/10/2019	City-Market #0430	\$34.37	10-1110-4229	All Hands - 11/14 - Food
11/13/2019	City-Market #0430	\$36.88	10-1110-4229	Recreation Thanksgiving All Staff
11/26/2019	Cko/www.Istockphoto.Com	\$12.35	10-1110-4650	Employees card
11/25/2019	Clif Bar & Company	\$87.60	10-1170-4223	Clif bars for retail sale at Nordic Center
11/02/2019	Cloud Cover Music	\$17.95	80-9000-4233	Visitor Information Center Music Service
11/02/2019	Cloud Cover Music	\$17.95	10-1125-4233	Historic Park & Museum Music Service
10/30/2019	Co Dept Of Public Safety	\$38.50	10-1115-3204	Liquor license fingerprints
11/15/2019	Co Dora Professional Lice	\$76.00	10-1115-4210	CPA License Renewal
11/12/2019	Co Driver Services	\$16.62	10-1133-4205	Commercial Driver's license
10/29/2019	Co Motor Parts 0026866	\$14.49	10-1160-4205	Replacement hardware for tiller bracket on Adventure Park Bison snowcat
10/29/2019	Co Motor Parts 0026866	\$1.86	10-1160-4405	Snap Ring for Diablo Head
10/30/2019	Co Motor Parts 0026866	\$155.35	90-9000-4892	Oil filter, rv/marine antifreeze, and oil for work orders
11/04/2019	Co Motor Parts 0026866	\$179.90	10-1133-4205	Mud flaps
11/05/2019	Co Motor Parts 0026866	\$170.14	10-1160-4205	Credit for incorrect charge for Polaris snowmobile battery
11/05/2019	Co Motor Parts 0026866	\$139.37	10-1160-4205	New battery for Polaris snowmobile #2
11/05/2019	Co Motor Parts 0026866	\$170.14	10-1160-4205	New battery for Polaris snowmobile #2; purchase done without discount or exemption; refunded
11/06/2019	Co Motor Parts 0026866	\$37.38	90-9000-4892	Rv/Marine antifreeze for work orders
11/08/2019	Co Motor Parts 0026866	\$10.99	10-1132-4207	Gloves for van
11/10/2019	Co Motor Parts 0026866	\$46.03	10-1160-4405	Oil for snomax pump
11/13/2019	Co Motor Parts 0026866	\$94.70	10-1170-4205	Parts for Nordic drag groomer control box build
11/14/2019	Co Motor Parts 0026866	\$4.58	10-1170-4205	Parts for Nordic drag groomer build
11/15/2019	Co Motor Parts 0026866	\$19.98	10-1160-4205	Windshield wipers for PRA Chevrolet
11/15/2019	Co Motor Parts 0026866	\$17.80	10-1133-4205	Fuses
11/19/2019	Co Motor Parts 0026866	\$54.97	10-1133-4205	Air brake chamber
11/19/2019	Co Motor Parts 0026866	\$10.26	10-1133-4205	Stack adjuster
11/20/2019	Co Motor Parts 0026866	\$74.52	10-1133-4205	Police brake job
11/20/2019	Co Motor Parts 0026866	\$14.09	90-9000-4201	Spark plugs and oil to service the marina generators
11/06/2019	Colorado Analytical	\$30.00	40-4000-4250	Lead & Copper tests
11/22/2019	Colorado Analytical	\$420.00	40-4000-4250	Compliance water sample
11/22/2019	Colorado Analytical	\$39.00	40-4000-4250	DNR water tests
11/25/2019	Colorado Analytical	\$1,340.00	40-4000-4250	Declined charge - PCard cancelled
11/18/2019	Colorado Document Securt	\$120.00	10-1110-4233	Document Destruction Service
11/18/2019	Colorado Mountain Cleaner	\$250.31	10-1121-4270	Police uniform cleaning
10/30/2019	Colorado Mtn News Media A	\$778.30	10-1110-4265	Winter recruiting efforts
11/05/2019	Colorado Mtn News Media A	\$14.12	10-1119-4265	Planning Commission Noticing for 10/17/2019 Meeting
11/11/2019	Colorado Mtn News Media A	\$2,921.68	10-1118-4265	Digital advertising, Halloween and parking enforcement communications
11/11/2019	Colorado Mtn News Media A	\$494.88	10-1125-4265	Nightmare at the Museum ads
11/20/2019	Colorado Mtn News Media A	\$351.42	10-1115-4265	Legal notices
11/25/2019	Colorado Mtn News Media A	\$1,336.25	10-1110-4265	Winter recruiting efforts
11/21/2019	Colorado Municipal League	\$10.00	10-1115-4227	Colorado Municipal League Election Training Book
11/01/2019	Colorado Parks And Rec	\$10.00	10-1150-4227	Colorado Parks And Rec State Licensing Training
11/08/2019	Colorado Parks And Rec	\$20.00	10-1160-4227	Colorado Parks & Rec Assn. Director's Luncheon
11/05/2019	Columbia Potties For The	\$450.00	90-9000-4201	Fee to get the marina sewage pumpout barge emptied
11/13/2019	Comcast Cable Comm	\$755.28	90-9000-4203	Marina cable
11/13/2019	Comcast Cable Comm	\$286.10	80-9000-4203	VIC cable
11/13/2019	Comcast Cable Comm	\$2,395.99	10-1110-4203	All other cable
11/08/2019	Concordia Supply	\$520.15	10-1140-4811	Candles for tree lighting
11/15/2019	Conoco - Copper Mtn Conoc	\$25.00	10-1131-4260	Diesel fuel
11/13/2019	Copper Sports Center Vill	\$53.50	90-0090-2060	Marina - staff purchase from pooled gratuities
10/28/2019	Copy Copy North Summit	\$46.80	10-1118-4265	Print 70 tobacco licensing information postcards to mail

11/05/2019	Copy Copy North Summit	\$8.00	80-8000-4589	Ice skating rink signage
11/27/2019	Copy Copy North Summit	\$1,600.00	10-1140-4811	Print 4,000 Wassail Days participating businesses rack cards
11/04/2019	Cornwell Tools	\$125.95	10-1133-4271	Crescent wrenches
11/23/2019	Courtyard By Marriott	\$288.00	10-1115-4227	Conference - Lodging
11/21/2019	Craft Sportwear Na,lc	\$648.00	10-1170-4270	Vests for Nordic Center instructors and volunteers
11/20/2019	Craigslist.Org	\$20.00	10-1110-4265	Winter recruiting efforts
11/21/2019	Craigslist.Org	\$20.00	10-1110-4265	Winter recruiting efforts
11/06/2019	Dana Kepner Company/Hdq	\$1,614.28	40-4000-4425	Water meter stock
11/06/2019	Dana Kepner Company/Hdq	\$1,033.70	40-4000-4425	Water meter stock
11/15/2019	Dana Kepner Company/Hdq	\$2,137.05	40-4000-4425	Replacement meters
11/18/2019	Dana Kepner Company/Hdq	\$76.96	40-4000-4425	Water meter flanges
11/22/2019	Denver Mattress #513	\$308.85	10-1110-4233	Employee housing - 2 twin mattresses
11/11/2019	Denver Post Circulation	\$11.99	10-1115-4210	Denver Post Circulation
10/28/2019	Dnh*godaddy.Com	\$36.92	10-1118-4655	Domain renewal FriscoGoldRush.com
11/25/2019	Dnh*godaddy.Com	\$16.94	10-1118-4655	Domain renewal FriscoColoradoMarina.com
10/29/2019	Dollar Days International	\$997.72	10-1160-4223	Gloves for FAP Retail
11/01/2019	Dollar Days International	\$393.65	10-1160-4223	Hand Warmers for FAP Retail
11/01/2019	Dollar Days International	-\$117.92	10-1160-4223	Sales Tax Refund from Retail Order
11/12/2019	Dollar Tree	\$12.90	10-1110-4229	Decorations for All Staff Breakfast
11/07/2019	Dropbox*mq59067zynn	\$11.99	10-1119-4306	Dropbox for Community Plan docs
11/20/2019	Empl Council Serv	\$17.63	10-1115-4227	Instructors lunch from our training class
11/21/2019	Exxonmobil 48261606	\$18.71	10-1115-4227	Gas for the town vehicle to travel home from the career fair in Boulder
11/07/2019	Exzaterwhich Wich	\$170.25	10-1110-4229	Art Visioning Meeting
11/14/2019	Exzaterwhich Wich	\$170.25	10-1110-4229	Art Visioning Meeting Lunch
10/31/2019	Facetbk E9refmwa52	\$100.00	10-1125-4265	Nightmare at the Museum promoted post
10/31/2019	Facetbk E9refmwa52	\$106.37	10-1118-4265	Turkey Day 5k and Gov page promoted posts
11/20/2019	Fastenal Company 01cosiv	\$48.05	10-1133-4205	Bin stock
11/20/2019	Fastenal Company 01cosiv	\$23.22	10-1133-4205	Bin stock
11/07/2019	Ferrellgas L P	\$1,352.22	90-9000-4401	Propane to heat shop for winter
11/08/2019	Forest Service Billpay	\$1,924.28	40-4000-4455	Dillon Dam Rd. water tank permit
11/13/2019	Formswill.Com/charge	\$1.95	80-8000-4589	RFP document
11/20/2019	Formswill.Com/charge	\$29.95	80-8000-4589	RFP document
10/31/2019	Fsi*xcel Energy Pmts	\$690.41	10-1125-4401	Gas/Electricity - Frisco Historic Park and Museum
10/31/2019	Fsi*xcel Energy Pmts	\$1,347.09	40-4000-4401	Gas/Electricity - Water Treatment Plant and Water Wells
10/31/2019	Fsi*xcel Energy Pmts	\$3,029.95	40-4000-4401	Gas/Electricity - Water Treatment Plant and Water Wells
10/31/2019	Fsi*xcel Energy Pmts	\$2,162.83	10-1132-4401	Gas/Electricity - Town Buildings
10/31/2019	Fsi*xcel Energy Pmts	\$2,741.25	90-9000-4401	Gas/Electricity - Frisco Bay Marina
10/31/2019	Fsi*xcel Energy Pmts	\$2,365.24	10-1160-4401	Gas/Electricity - Frisco Adventure Park and Day Lodge
10/31/2019	Fsi*xcel Energy Pmts	\$3,029.95	40-4000-4401	Gas/Electricity - Water Treatment Plant and Water Wells
10/31/2019	Fsi*xcel Energy Pmts	\$347.04	80-8000-4401	Gas/Electricity - Visitor Information Center
10/31/2019	Fsi*xcel Energy Pmts	\$409.76	10-1170-4401	Gas/Electricity - Frisco Nordic Center
10/31/2019	Fsi*xcel Energy Pmts	\$2,253.15	10-1132-4401	Gas/Electricity - Town Buildings
10/31/2019	Fsi*xcel Energy Pmts	\$3,029.95	10-1131-4401	Electricity - Town Street Lights
10/31/2019	Fsi*xcel Energy Pmts	\$942.22	10-1131-4401	Electricity - Town Street Lights
10/31/2019	Fsi*xcel Energy Pmts	\$2,675.69	40-4000-4401	Electricity - Recreation Way Well House
11/26/2019	Fsi*xcel Energy Pmts	\$934.64	40-4000-4401	Electricity - Recreation Way Well House
11/26/2019	Fsi*xcel Energy Pmts	\$586.05	90-9000-4401	Gas/Electricity - Frisco Bay Marina and Lund House
11/26/2019	Fsi*xcel Energy Pmts	\$3,029.95	10-1131-4401	Electricity - Town Street Lights
11/26/2019	Fsi*xcel Energy Pmts	\$500.16	10-1131-4401	Electricity - Town Street Lights
11/26/2019	Fsi*xcel Energy Pmts	\$3,029.95	10-1160-4401	Gas/Electricity - Frisco Adventure Park and Day Lodge
11/26/2019	Fsi*xcel Energy Pmts	\$2,089.62	40-4000-4401	Gas/Electricity - Water Treatment Plant and Water Wells
11/26/2019	Fsi*xcel Energy Pmts	\$550.78	10-1125-4401	Gas/Electricity - Frisco Historic Park and Museum
11/26/2019	Fsi*xcel Energy Pmts	\$1,427.15	10-1160-4401	Gas/Electricity - Frisco Adventure Park and Day Lodge
11/26/2019	Fsi*xcel Energy Pmts	\$232.88	80-8000-4401	Gas/Electricity - Visitor Information Center
11/26/2019	Fsi*xcel Energy Pmts	\$369.34	10-1170-4401	Gas/Electricity - Frisco Nordic Center
11/26/2019	Fsi*xcel Energy Pmts	\$2,337.77	10-1132-4401	Gas/Electricity - Town Buildings
11/12/2019	G & G Equipment	\$502.87	10-1133-4205	Walker repair parts
11/20/2019	Galls	\$204.94	10-1121-4270	Police Uniforms Invoice Nos. 013644204, 013830540, 013830541, 014122624, 013872146
11/14/2019	Geowater Services	\$150.00	40-4000-4250	Bac-T water tests
11/15/2019	Government Finance Offic	\$420.00	10-1115-4227	Conference - Registration Fee
11/17/2019	Grainger	\$134.94	40-4000-4201	Master locks
11/26/2019	Grainger	\$169.61	40-4000-4444	Air regulator
11/06/2019	Greyhound Lines Cnp	-\$5.00	10-1121-4276	Credit Voucher Greyhound Lines
11/11/2019	Greyhound Lines Cnp	\$146.99	10-1121-4276	Bus ticket for case number 2019-5228
11/20/2019	Harbor Freight	-\$314.23	10-1133-4205	Credit - Tool box setup
11/21/2019	Hardline Equipment Llc	\$429.34	10-1133-4404	Plow blades
11/19/2019	Hireboulder 2019 Alumn	\$349.00	10-1110-4265	Job fair- boulder
11/18/2019	Ikea Centennial	\$631.63	10-1170-4703	Desks, office chair, curtain rods, ski boot storage bags, shoe rack, storage bins for Nordic Center
11/11/2019	In	\$125.00	10-1150-4606	October Break Fun Club Activity
10/29/2019	In *aerial Equipment Spec	\$802.50	10-1133-4250	Annual lift inspection
11/01/2019	In *colorado Runner	\$500.00	10-1150-4265	eblast Turkey Day 5k
11/13/2019	In *core Publishing - Den	\$2,400.00	10-1118-4265	General Fall ad in Colorado Traveler
11/04/2019	In *intermountain Sales,	\$70.00	40-4000-4201	New locate leads
11/13/2019	In *joe Kusumoto Photogra	\$570.00	80-8000-4266	Photography for Halloween and Girls on the Run
10/30/2019	In *mountain Mamas	\$132.50	10-1121-4270	Name patches

10/30/2019	In *rocky Mountain Coffee	\$43.75	10-1110-4233	Break room coffee
11/27/2019	In *rocky Mountain Coffee	\$43.75	10-1110-4233	Break room coffee
11/07/2019	In *rocky Mountain Firepl	\$415.00	10-1132-4207	Day Lodge fireplace
10/30/2019	In *squeeze Designz, Llc	\$682.50	10-1170-4265	Gold Rush logos
11/19/2019	In *squeeze Designz, Llc	\$390.00	10-1118-4265	Update Wassail Days collateral
11/20/2019	In *tropical Threads, Llc	\$329.46	10-1170-4270	Embroidery cost of TOF logo for uniforms
11/01/2019	Indeed	\$315.75	10-1110-4265	Winter recruiting efforts
11/01/2019	Indust Health Serv Networ	\$87.80	10-1110-4250	CDL administration
11/15/2019	Innermountain Distributin	\$127.40	10-1170-4225	Beverages for Nordic Center
11/15/2019	Innermountain Distributin	\$187.45	10-1160-4225	Beverage Order for FAP Cafe
10/29/2019	Intercontinental Chicago	\$1,498.40	10-1121-4227	Conference - lodging
11/22/2019	Internation	\$1,198.40	10-1115-4210	ICMA Town Manager membership
11/04/2019	Interstate Logos	\$4,200.00	90-9000-4265	I70 signage for Marina
11/04/2019	Interstate Logos	\$4,200.00	10-1160-4265	I70 signage for winter Adventure Park
11/26/2019	K D Flags Llc	\$167.33	10-1160-4265	Flags
11/21/2019	Kois Brothers Equipment C	\$690.00	10-1133-4404	Plow blades
11/07/2019	Kronos Inc	\$567.00	10-1110-4704	Workforce Ready Monthly Software Usage Fee
11/09/2019	Kronos Inc	\$3,905.35	20-2000-5077	Kronos InTouch Clock / Support Contract
11/01/2019	Kunc & Co Sound	\$680.00	10-1118-4265	Radio ads- Fall Fest
11/01/2019	Kunc & Co Sound	\$425.00	10-1118-4265	Radio ads- Fall Fest
10/29/2019	Lighting Accessory And Wa	\$4,417.26	20-2000-4101	Light bar for police vehicle
11/21/2019	LinkedIn-512	\$225.00	10-1110-4265	Recruitment ads for CDD Director
10/28/2019	Love S Country00003137	\$150.00	80-8000-4233	Fraudulent charge - will be refunded
10/28/2019	Love S Travel 00006734	\$150.00	80-8000-4233	Fraudulent charge - will be refunded
10/31/2019	Lowes #03206	\$200.01	10-1132-4207	Pigeon hole shelves
11/04/2019	Lowes #03206	\$246.62	10-1170-4201	Trail sign materials
11/04/2019	Lowes #03206	\$1.28	10-1170-4205	Cup holder for pens at front desk
11/05/2019	Lowes #03206	\$71.92	40-4000-4200	Water Treatment Plant walking rugs
11/05/2019	Lowes #03206	\$45.90	10-1132-4207	LED for 1st & Main
11/07/2019	Lowes #03206	\$27.54	10-1132-4207	Town Hall trim shelves
11/07/2019	Lowes #03206	\$164.57	10-1132-4207	1st & Main supplies; Energy audit supplies
11/07/2019	Lowes #03206	\$65.20	40-4000-4200	Batteries; Paint; Wire nuts
11/08/2019	Lowes #03206	\$16.08	80-8000-4588	Girls on the Run 5k supplies
11/08/2019	Lowes #03206	\$29.98	10-1131-4403	Hose for gas power washer
11/08/2019	Lowes #03206	\$28.44	10-1132-4207	Mineral oil for drains
11/08/2019	Lowes #03206	\$74.75	10-1170-4205	Supplies for repairing signs and deck: sanding belt, nuts, bolts, paint, washers
11/10/2019	Lowes #03206	\$27.09	10-1131-4403	Pressure washer hose
11/11/2019	Lowes #03206	\$41.55	10-1125-4205	Repair supplies for train diorama, supplies for holiday lights and other maintenance supplies
11/11/2019	Lowes #03206	\$241.35	10-1133-4205	Ship supplies
11/11/2019	Lowes #03206	\$42.80	10-1131-4403	Delinicator whips
11/11/2019	Lowes #03206	-\$4.60	10-1131-4403	Credit Voucher
11/12/2019	Lowes #03206	\$19.90	10-1110-4277	hooks for boomerang bags
11/12/2019	Lowes #03206	\$6.28	10-1170-4205	Ship towels for wax removal and cleaning
11/13/2019	Lowes #03206	\$61.96	10-1132-4207	1st & Main crack filler
11/13/2019	Lowes #03206	\$24.66	10-1160-4411	Materials for tubing hill signage repair
11/14/2019	Lowes #03206	\$112.96	10-1132-4207	Nordic Center was tent supplies; Spare keys
11/16/2019	Lowes #03206	\$11.96	10-1132-4207	Shower parts
11/17/2019	Lowes #03206	\$6.78	10-1131-4403	Electric tape
11/20/2019	Lowes #03206	\$39.88	10-1140-4811	Remote controls for tree lighting
11/20/2019	Lowes #03206	\$105.82	10-1132-4207	Xmas lights; Drain maintenance
11/20/2019	Lowes #03206	\$6.98	10-1132-4207	Wheelbarrow hook
11/23/2019	Lowes #03206	\$53.94	10-1132-4207	Shelves for Nordic Center
11/26/2019	Lowes #03206	\$64.40	10-1131-4403	Photocells for Summit Blvd lights
11/27/2019	Lowes #03206	\$42.98	10-1170-4201	Emergency Exit sign for Nordic Center wax tent
10/30/2019	Marmot.Com	\$87.47	10-1150-4850	Employee Jacket
11/21/2019	Mhc-Kw-Denver	\$14.41	10-1133-4205	Clevis kit
11/20/2019	Micro Matic Web	-\$16.39	10-1160-4225	Credit for part for refrigerator that didn't fit
11/22/2019	Midwest Sign Screen Corp	\$489.00	10-1131-4403	Sign material
11/05/2019	Motobreck	\$77.10	10-1160-4205	Seatback parts for Polaris snowmobiles
10/29/2019	Mountaincareers.Com	\$199.00	10-1110-4265	CDD job posting
11/22/2019	Mountainsmith Llc	\$1,442.19	10-1170-4480	Racer gifts for Gold Rush and Up & At Em
11/06/2019	Mu Conference Events	\$290.00	10-1132-4227	Conference registration fees
11/21/2019	Murdochs Ranch&home #31	\$27.99	10-1134-4270	Winter gloves
11/27/2019	Murdochs Ranch&home #31	\$15.99	10-1131-4403	Barrel pump
11/19/2019	Mutt Mitt	\$1,005.38	10-1131-4403	Main St. mutt mitts
11/28/2019	N Amer Directory Svcs	\$200.00	90-9000-4265	Advertising Marina in Sky Run Hotel Directory
11/28/2019	N Amer Directory Svcs	\$200.00	10-1160-4265	Advertising winter Adventure Park in Sky Run Hotel Directory
11/26/2019	National Recreation &	\$175.00	10-1160-4227	National Recreation and Park Assn - Annual Membership
11/22/2019	Natural Grocers DI	\$68.38	10-1140-4811	Wassail spices and ingredients
11/27/2019	Natural Grocers DI	\$100.00	10-1110-4650	Gift cards for MyFit
11/07/2019	Next Page Books And Nosh-	\$7.61	10-1118-4227	Coffee meeting
11/13/2019	Next Page Books And Nosh-	\$50.00	10-1110-4650	Raffle Prizes for Employee Holiday Party
11/15/2019	Next Page Books And Nosh-	\$100.00	10-1110-4650	Peak Awards Next Page Books And Nosh
11/26/2019	Northlace VI Outdoor	\$87.76	10-1160-4270	Additional Guest Service Uniform
11/26/2019	Northlace VI Outdoor	\$175.53	10-1170-4270	Additional Guest Service Uniforms for Nordic
11/12/2019	Nuun	\$360.00	10-1170-4223	Nuun beverage drink tablets for retail
10/29/2019	Officemax/Depot 6604	\$55.95	40-4000-4200	Binders and binder box
10/30/2019	Officemax/Depot 6604	\$49.99	10-1160-4233	Office Supplies

11/06/2019	Otc Brands Inc	\$138.71	10-1110-4650	Holiday Party Supplies
11/06/2019	Outback Steakhouse0615	\$29.99	10-1134-4227	Irrigation conference - Denver
11/25/2019	Pandora	\$5.13	10-1160-4401	FAP Music Subscription
10/30/2019	Parts Town	\$104.98	10-1160-4225	Heating Element for Hot Cocoa Machine
11/18/2019	Paypal	\$60.00	10-1125-4210	Membership renewal for the Colorado Wyoming Association of Museums
11/21/2019	Paypal	\$1,000.00	10-1160-4223	Branded, Re-Usable Waterbottles for FAP Retail
11/22/2019	Paypal	\$25.21	10-1170-4221	Supplies for Nordic Center, lost receipt.
11/22/2019	Paypal	\$17.29	10-1170-4221	Supplies for Nordic Center, lost receipt.
11/21/2019	Peak Performance Imaging	\$1,337.01	10-1110-4205	Copier meter readings
10/30/2019	Peppinos Pizza & Subs	\$206.61	10-1110-4650	Team Building Event
10/31/2019	Peppinos Pizza & Subs	\$83.45	10-1140-4852	Dinner for team during Trick or Treat Street
10/31/2019	Peppinos Pizza & Subs	\$56.57	10-1140-4852	Dinner for team during Trick or Treat Street
11/11/2019	Peppinos Pizza & Subs	\$191.46	10-1160-4225	Lunch for Nordic and FAP staff training
11/19/2019	Peppinos Pizza & Subs	\$82.60	10-1110-4229	Art Visioning Meeting Lunch
11/25/2019	Peppinos Pizza & Subs	\$86.25	10-1110-4229	Art Visioning Meeting Lunch
11/24/2019	Pinnacle Assurance	\$14,998.92	10-1110-4502	Worker's compensation premiums
11/14/2019	Prineth Ltd	\$4,433.75	10-1160-4205	Snowcat parts
11/09/2019	Pro Stanchions	\$110.39	80-8000-4233	Stanchions for Desk
11/06/2019	Pure Kitchen	\$17.00	10-1118-4210	FEMA training lunch
11/14/2019	Quill Corporation	\$202.29	10-1130-4233	2020 Calendars
11/14/2019	Quill Corporation	\$18.79	10-1131-4233	2020 Calendars
11/14/2019	Quill Corporation	\$18.79	10-1132-4233	2020 Calendars
11/14/2019	Quill Corporation	\$18.79	10-1133-4233	2020 Calendars
11/14/2019	Quill Corporation	\$36.28	10-1134-4233	2020 Calendars
11/14/2019	Quill Corporation	\$36.78	40-4000-4200	2020 Calendars
11/15/2019	Quill Corporation	\$27.99	10-1130-4233	Computer speaker
11/29/2019	Quill Corporation	\$35.98	10-1130-4233	Declined charge - PCard cancelled
11/27/2019	Quill Corporation	\$6.99	10-1130-4233	Declined charge - PCard cancelled
11/09/2019	Ramada Limited	\$85.00	10-1121-4276	Lodging - PD Community service
11/04/2019	Rei.Com	\$160.35	90-0090-2060	Marina seasonal tip out
11/14/2019	Rei.Com	\$31.63	90-0090-2060	Marina - Staff purchase from pooled gratuities
11/19/2019	Rei.Com	\$278.48	90-0090-2060	Marina - Staff purchase from pooled gratuities
11/04/2019	Rightsignature	\$24.00	90-9000-4210	Online contracts and waivers
11/13/2019	Rivers Clothing Company	\$50.00	10-1110-4650	Raffle Prizes for Employee Holiday Party
11/15/2019	Rivers Clothing Company	\$100.00	10-1110-4650	Peak Awards
10/30/2019	Rocky Mountain Coffee Roa	\$1.25	80-8000-4227	Meeting
11/08/2019	Rocky Mountain Coffee Roa	\$8.35	10-1118-4227	Coffee meeting
11/14/2019	Rocky Mountain Coffee Roa	\$50.00	10-1110-4650	Raffle Prizes for Employee Holiday Party
11/15/2019	Rocky Mountain Coffee Roa	\$100.00	10-1110-4650	Peak Awards
11/07/2019	Rocky Mountain Laundries	\$5.00	10-1125-4233	Rag and Linen Laundry
11/06/2019	Rocky Mountain Sunscreen	\$985.35	80-8000-4418	Chapstick for Resale
11/27/2019	Rocky Mountain Sunscreen	\$139.60	10-1170-4221	Retail sunscreen
11/19/2019	Rossignol Ski Company	\$736.06	10-1170-4500	Rossignol retail product
11/19/2019	Rossignol Ski Company	\$572.83	10-1170-4500	Rossignol rental equipment
11/22/2019	Rrs	\$377.00	80-8000-4589	Stedding hill fence
11/07/2019	Rvt'gen Air Welding	\$750.00	10-1133-4227	Welding training registration fee
11/22/2019	Safelite Autoglass	\$204.78	10-1133-4205	Windshield replacement
10/29/2019	Safety Kleen Systems Bran	\$208.00	10-1133-4205	Parts washer
10/28/2019	Safeway #0836	\$12.87	10-1150-4606	October Break Activity Supplies
10/30/2019	Safeway #0836	\$126.22	10-1110-4650	Halloween/flashmob
10/31/2019	Safeway #0836	\$22.73	10-1115-4227	Employee Engagement
11/04/2019	Safeway #0836	\$28.27	20-2000-5077	Advisory Committee lunch
11/07/2019	Safeway #0836	\$20.26	10-1119-4306	Planning Commission Snacks for 11/7/19 Mtg
11/08/2019	Safeway #0836	\$79.38	80-8000-4588	Girls on the Run volunteer and finish line refreshments
11/11/2019	Safeway #0836	\$162.09	10-1110-4229	Food for All Staff
11/11/2019	Safeway #0836	\$8,702.00	10-1110-4650	Employee Thanksgiving Gift Cards
11/12/2019	Safeway #0836	\$38.94	10-1111-4229	Council Supplies
11/12/2019	Safeway #0836	\$18.97	10-1110-4229	All Staff Food
11/13/2019	Safeway #0836	\$71.23	10-1110-4229	All Staff Breakfast supplies.
11/13/2019	Safeway #0836	\$30.56	10-1110-4229	Short Term Rental Session Refreshments
11/13/2019	Safeway #0836	\$9.52	10-1110-4229	Recreation department all staff
11/13/2019	Safeway #0836	\$25.41	10-1110-4229	All Staff Breakfast
11/15/2019	Safeway #0836	-\$21.51	10-1110-4229	Items returned from All Staff Breakfast.
11/18/2019	Safeway #0836	\$28.62	10-1110-4229	Business Advisory Meeting Supplies
11/21/2019	Safeway #0836	\$100.00	10-1110-4650	Gift cards for Peak awards
11/22/2019	Safeway #0836	\$71.47	10-1125-4890	Wassail Supplies
11/22/2019	Safeway #0836	\$179.25	10-1140-4811	Cider and s'mores for Wassail Days
11/25/2019	Safeway #0836	\$74.83	10-0060-2060	Food for FAP Staff working on Thanksgiving Day
11/26/2019	Safeway #0836	\$22.74	80-8000-4588	Turkey day 5k finish line refreshment supplies
11/26/2019	Safeway #0836	\$52.10	80-8000-4588	Turkey day 5k finish line refreshment supplies
11/06/2019	Safeway #0892	\$4.85	10-1134-4227	Conference - meal
11/22/2019	Safeway Fuel #1760	\$11.08	10-1114-4227	Conference - fuel for Town vehicle
10/25/2019	Sale Reversal	-\$115.28	80-8000-4233	Fraudulent charge - sale reversal
10/29/2019	Sale Reversal	-\$328.59	80-8000-4233	Fraudulent charge - sale reversal
10/30/2019	Sale Reversal	-\$150.00	80-8000-4233	Fraudulent charge - sale reversal
10/30/2019	Sale Reversal	-\$150.00	80-8000-4233	Fraudulent charge - sale reversal
11/01/2019	Sanders True Value Hardw	\$33.73	10-1160-4411	Snowmaking pump repair
11/05/2019	Sanders True Value Hardw	\$8.34	10-1132-4207	Mineral oil for drains
11/12/2019	Sanders True Value Hardw	\$210.78	10-1170-4205	Chainsaw maintenance: chain/oil
11/14/2019	Sanders True Value Hardw	\$16.17	40-4000-4201	Water Treatment Plant phone line
11/19/2019	Sanders True Value Hardw	\$140.36	10-1134-4400	Snow shovels
11/21/2019	Sanders True Value Hardw	\$97.07	10-1134-4400	Gloves; Shovels
11/27/2019	Sanders True Value Hardw	\$53.41	90-9000-4201	New tank flush lever for toilet in shop, voltage tester tool, and propane to shrink wrap boots
11/20/2019	Server Supply.Com Inc	\$372.40	10-1110-4704	Replacement parts - backup server

11/17/2019	Sezzle Odr Uv4g P2	\$19.99	10-1130-4233	Fraudulent charge - will be refunded
11/17/2019	Sezzle Odr Uv4g P3	\$19.99	10-1130-4233	Fraudulent charge - will be refunded
11/17/2019	Sezzle Odr Uv4g P4	\$20.01	10-1130-4233	Fraudulent charge - will be refunded
11/07/2019	Sherwin Williams 707277	\$37.47	10-1131-4403	Spray paint
10/29/2019	Sierra Web-Internet	\$108.36	10-1150-4850	Employee Jacket
11/06/2019	Silverheels At The Orehou	\$66.11	10-1140-4227	New Belgium Sponsorship Meeting
11/09/2019	Silverheels At The Orehou	\$45.85	10-1115-4227	Mayors retirement party planning meeting
11/14/2019	Silverheels At The Orehou	\$100.00	10-1110-4650	Raffle Prizes for Employee Holiday Party
11/06/2019	Silverthorne Auto Body	\$2,277.45	10-1133-4205	Vehicle repairs
11/21/2019	Simple Tire	\$493.22	10-1133-4205	Police truck tires
11/15/2019	Smith Sport Optics	\$380.42	10-1160-4223	Goggles for Retail
11/04/2019	Smk	\$33.00	10-1110-4250	Survey monkey subscription
11/08/2019	Snomax Llc	\$2,000.00	10-1160-4405	Snomax for snowmaking
11/08/2019	Snomax Llc	\$2,995.00	10-1160-4411	Snomax for snowmaking
11/05/2019	Sos Registration Fee	\$10.00	10-1115-4210	Notary renewal
11/14/2019	Sos Registration Fee	\$10.00	10-1119-4210	Notary renewal
11/18/2019	Southwes	\$309.96	10-1115-4227	Conference - Travel
10/30/2019	Sp * Barspool Sports	\$36.99	90-0090-2060	Marina - Staff purchase from pooled gratuities
11/24/2019	Sp * C3-Shop	\$223.47	90-0090-2060	Marina - Staff purchase from pooled gratuities
10/28/2019	Sp * Notarystamp Com	\$29.08	10-1130-4233	Notary stamp
11/19/2019	Sp * Preserve.Eco	\$72.50	10-1110-4277	Additional re-usable plate for FAP staff events
11/23/2019	Springhill Suites	\$297.00	10-1114-4227	Conference Lodging
11/23/2019	Springhill Suites	\$297.00	10-1114-4227	Conference Lodging
11/23/2019	Springhill Suites	\$297.00	10-1114-4227	Conference Lodging
11/24/2019	Springhill Suites	\$285.00	10-1114-4227	Conference Lodging
11/03/2019	Sprint *wireless	\$1,136.92	10-1110-4203	TH cell phones
11/03/2019	Sprint *wireless	\$82.95	40-4000-4203	WTP cellphones
11/03/2019	Sprint *wireless	\$536.50	90-9000-4203	Marina cellphones
11/12/2019	Sq *a.M. Locksmiths, Inc.	\$160.05	10-1132-4207	Employee housing keys
11/07/2019	Sq *graphic Design	\$540.75	80-8000-4418	Magnets for resale
11/21/2019	Sq *high Altitude Repair	\$15.00	10-1170-4205	Chain sharpening costs.
11/14/2019	Sq *outer Range. In	\$50.00	10-1110-4650	Raffle Prizes for Employee Holiday Party
11/27/2019	Sq *smok N Bra	\$66.63	10-1140-4811	Butane lighters for tree lighting
11/01/2019	Sq *summit County S	\$55.00	10-1110-4650	Frisco's Finest Citizen award plaque
11/18/2019	Sq *summit County S	\$59.00	10-1150-4233	Recreation Programs Name plates/Tags
11/18/2019	Sq *summit County S	\$248.00	10-1170-4270	Nordic Center Name Tags (31 Total)
11/18/2019	Sq *summit County S	\$104.00	10-1160-4270	Adventure Park Name Tags
11/18/2019	Sq *summit County S	\$180.00	10-1140-4811	Engraving of Soup Cup Plaques
10/30/2019	Stapls7301567802000001	\$128.76	10-1170-4221	Partial ship order: file folders, pen cup, hanging files
10/30/2019	Stapls7301567802000002	\$78.73	10-1170-4221	Partial ship order: file folders, pen cup, hanging files
11/05/2019	Stapls7301567802000003	\$15.11	10-1170-4221	Hanging folders, pen cup, portable file drawers
10/30/2019	Stapls7301567802001001	\$32.19	10-1170-4221	Partial ship order: file folders, pen cup, hanging files
11/01/2019	Stapls7301641045000001	\$60.19	10-1150-4607	Office Supplies for new employee
11/12/2019	Stapls7301641045001001	-\$28.72	10-1150-4607	Staples Return
11/02/2019	Stapls7301654829000001	\$63.22	10-1170-4221	Partial ship, composition note book, pens, pencils
11/02/2019	Stapls7301654829000002	\$19.99	10-1170-4221	Composition notebook, pens, pencils
11/06/2019	Stapls7301654829000003	\$4.58	10-1170-4221	Partial ship order: composition notebook, pens, pencils
11/02/2019	Stapls7301662310000001	\$50.89	10-1150-4607	Office Supplies
11/13/2019	Stapls7301841018000001	\$294.26	10-1110-4233	Mail room color printers
11/08/2019	Stapls7301841018000002	\$100.14	10-1110-4233	Mail room Black and white printers
11/13/2019	Stapls7302054659000001	\$586.99	10-1160-4221	PRA Office Supplies
11/13/2019	Stapls7302054659000002	\$7.95	10-1160-4221	PRA Office Supplies
11/14/2019	Stapls7302063670000001	\$209.90	10-1119-4233	Community Development Office supplies/Printer ink; flash drive pouches
11/14/2019	Stapls7302063310000001	\$178.57	10-1119-4233	Community Development Printer ink
11/15/2019	Stapls7302149945000001	\$32.72	10-1170-4221	Partial shipment, rubber bands, clipboard, pens
11/20/2019	Stapls7302149945000002	\$16.05	10-1170-4221	Rubber bands, clipboards, pens, chalkboard
11/19/2019	Stapls7302257067000001	\$26.93	10-1115-4233	General/ Administrative Office supplies
11/19/2019	Stapls7302257067000001	\$14.58	10-1110-4233	General office supplies - Cleaning supplies
11/21/2019	Stapls7302426010000001	\$31.25	10-1170-4221	Lysol wipes, velcro fasteners, step stool, utility knife
11/27/2019	Stapls7302493583000002	\$21.47	10-1110-4233	General office supplies - Laminated paper
11/27/2019	Stapls7302493583000002	\$5.99	10-1110-4233	General office supplies - cleaning supplies
11/27/2019	Stapls7302493583000002	\$5.95	10-1119-4233	Community Development offices supplies
11/13/2019	Store Smart/scrapp Smart	\$24.54	10-1119-4233	Community Development Office Supplies
11/15/2019	Stork & Bear	\$100.00	10-1110-4650	Peak Awards
11/18/2019	Subway 03102019	\$50.00	10-1110-4650	Gift cards for Peak awards
11/04/2019	Sunbelt Usa	\$957.90	10-1160-4223	Sunglasses
11/18/2019	Swa*earlybrd	\$25.00	10-1115-4227	Conference - Travel
11/18/2019	Swa*earlybrd	\$25.00	10-1115-4227	Conference - Travel
11/22/2019	Swix Sports	\$1,699.15	10-1170-4270	Swix uniforms for ski instructors and guest services staff
11/22/2019	Swix Sports	\$2,583.02	10-1170-4223	Swix and Toko retail merchandise: wax, hats, gloves
11/22/2019	Swix Sports	\$250.09	10-1170-4500	Rental gear replacement pieces: poles, parts, bindings and skis
11/07/2019	Syco Corp	\$121.95	10-1160-4225	Dishwasher Lesse for FAP Cafe
11/14/2019	Syco Corp	\$2,634.60	10-1160-4225	F&B Order for FAP Cafe
11/14/2019	Syco Corp	\$526.10	10-1170-4225	F&B Order for Nordic Center
11/17/2019	Target 00015255	\$7.79	10-1131-4403	Ziploc bags
11/21/2019	Target 00015255	\$25.98	10-1170-4703	Display baskets for retail display at Nordic Center
11/05/2019	Tattoo Mfg	\$70.28	80-8000-4588	Turkey Day 5k Tattoos
11/17/2019	Tavern West	\$1,516.80	10-1125-4890	2019 Building Sponsorship Dinner
11/01/2019	Tebo Store Fixtures	\$152.00	10-1170-4500	Gridwall for retail display of hats and gloves at Nordic Center

11/25/2019	The Fly Shop	\$139.95	90-0090-2060	Marina - Staff purchase from pooled gratuities
10/30/2019	The Home Depot Pro	\$164.49	80-8000-4477	Restroom Cleaning Supply
11/13/2019	The Home Depot Pro	\$485.40	10-1132-4207	Paper products
11/19/2019	The Home Depot Pro	\$545.29	10-1170-4221	Nordic Center bathroom supplies: soap, paper towels, tissues, can liners
10/29/2019	The Key People Company	\$157.50	10-1170-4477	Deep Clean Nordic Center
11/01/2019	The Key People Company	\$775.00	10-1160-4477	October Day Lodge Cleaning
11/01/2019	The Key People Company	\$465.00	10-1170-4477	October Nordic Restroom Cleaning
11/05/2019	The Key People Company	\$2,445.58	10-1132-4207	October cleaning services
11/20/2019	The Key People Company	\$75.00	10-1140-4852	Special Clean on VIC bathroom
11/23/2019	The Train Shop At Bren	\$412.90	10-1125-4703	Long Island 4-4-0 Steam Engine for Train Diorama
11/15/2019	The Ups Store 1378	\$33.95	80-8000-4202	Postage
11/07/2019	The Webstaurant Store	\$860.03	10-1140-4811	Taster Cups and hot cups for Wassail Days
11/13/2019	The Webstaurant Store	\$100.61	10-1160-4225	Supplies for F&P Cafe
11/20/2019	The Webstaurant Store	\$206.13	10-1140-4811	Propane burners and stockpots - wassail supplies
11/21/2019	The Webstaurant Store	\$59.04	10-1160-4225	F&B Supplies for F&P Cafe
11/26/2019	The Webstaurant Store	\$363.10	10-1160-4225	F&B Supplies for F&P Cafe
11/04/2019	Timberline Disposal Llc	\$538.12	10-1132-4411	Recycling services
11/26/2019	Timberline Disposal Llc	\$1,333.33	80-8000-4589	Declined charge - PCard cancelled
11/26/2019	Timberline Disposal Llc	\$788.22	80-8000-4589	Declined charge - PCard cancelled
11/12/2019	Time Park Lot 9	\$15.00	10-1118-4227	Parking for a marketing event
11/01/2019	Tlo Transunion	\$50.00	10-1121-4210	Police data base subscription
11/07/2019	Tmobile*postpaid Pda	\$55.72	10-1110-4203	Personal cell phone stipend
10/28/2019	Tos Recreation Center	\$22.00	10-1150-4606	Fun Club field trip
11/20/2019	Town Of Breckenridge Park	\$0.50	10-1115-4227	Women's Networking Group Meeting
11/06/2019	Towns And Associates- Inc	\$569.50	90-9000-4265	Guest directory- in hotel advertising in Breckenridge for Marina
11/06/2019	Towns And Associates- Inc	\$569.50	10-1160-4265	Guest directory- in hotel advertising in Breckenridge for winter Adventure Park
11/25/2019	Trailersplus Fortcollins	\$3,000.00	10-1150-4701	Enclosed trailer
11/25/2019	Trailersplus Fortcollins	\$582.73	10-1170-4480	Enclosed trailer
11/22/2019	Treatment Technology	\$474.30	40-4000-4277	Wall #7 disinfection chemicals
11/27/2019	Treatment Technology	\$489.57	40-4000-4250	Declined charge - PCard cancelled
11/27/2019	Treatment Technology	\$474.30	40-4000-4250	Declined charge - PCard cancelled
11/20/2019	Trophies By Edo Co Inc	\$475.11	10-1110-4650	Employee Excellence Awards-Trophies By Edo Co Inc
11/21/2019	Tropical Threads Llc	\$16.00	10-1150-4850	New Employee Jacket Embroidery
10/30/2019	Truwerk	\$365.85	10-1170-4270	Trail Maintenance staff uniforms: work bibs, pants, jackets
11/14/2019	Truwerk	\$338.30	10-1170-4270	Work bibs for trail staff uniforms
11/22/2019	Tst* Butterhorn Bakery &	\$504.00	10-1140-4811	Treats for Tree Lighting and Soup Cup Classic
11/12/2019	Tuesday Morning # 1101	\$77.93	10-1110-4277	Baskets for Boomerang Bags
11/12/2019	Tuesday Morning # 1101	\$63.94	10-1140-4811	Cutting boards for Soup Cup Classic Winners
10/29/2019	United	\$30.00	10-1121-4227	Conference - baggage fee
11/17/2019	Ups	\$9.90	10-1130-4202	Soaring Eagle bronze repair
11/20/2019	Usa Blue Book	\$485.34	40-4000-4201	Supplies
11/26/2019	Usa Blue Book	\$110.51	40-4000-4201	Gaskets
11/19/2019	Uscleanpro.Com	\$583.00	10-1125-4477	Monthly cleaning of floors and bathrooms
11/14/2019	Usi Ed Gov	\$176.00	10-1140-4233	Laminating supplies
10/28/2019	Usps Po 0733840210	\$25.50	10-1110-4265	Winter recruiting efforts
11/07/2019	Usps Po 0733840210	\$295.58	10-1118-4202	Mailed 176 lbs of Halloween candy from Halloween Candy Give Back program to Operation Gratitude
11/09/2019	Usps Po 0733840210	\$8.00	10-1160-4225	Shipping to send back an incorrect part for our refrigerator
11/12/2019	Usps Po 0733840210	\$10.69	10-1121-4202	PD - postage
11/19/2019	Usps Po 0733840210	\$13.65	10-1121-4202	PD - postage
11/19/2019	Vector Solutions	\$39.95	40-4000-4227	Training class - registration
11/17/2019	Verizonwrlss	\$70.00	10-1110-4203	Personal cell phone stipend
11/01/2019	Vermont Systems Inc	\$387.84	10-1110-4704	Vermont Systems (recreation software) Hosting Services - General Govt
11/01/2019	Vermont Systems Inc	\$198.92	80-8000-4704	Vermont Systems (recreation software) Hosting Services - Info Center
11/01/2019	Vermont Systems Inc	\$198.92	90-9000-4704	Vermont Systems (recreation software) Hosting Services - marina
11/13/2019	Vinny's Euro American Cui	\$50.00	10-1110-4650	Raffle Prizes for Employee Holiday Party
11/11/2019	Vision Graphics Inc	\$3,069.64	10-1160-4265	Print 30,000 Adventure Park winter brochures
11/14/2019	Vive Float Studio	\$50.00	10-1110-4650	Raffle Prizes for Employee Holiday Party
11/15/2019	Vzwrlss*apocc Visb	\$36.04	40-4000-4203	WTP cellphones
11/15/2019	Vzwrlss*apocc Visb	\$323.57	10-1110-4203	TH cellphones
11/15/2019	Vzwrlss*bill Pay Vn	\$52.80	10-1110-4203	Personal Cell Phone Stipend
11/28/2019	Vzwrlss*bill Pay Vn	\$65.00	10-1110-4203	Personal Cell Phone Stipend
11/10/2019	Vzwrlss*bill Pay Vw	\$70.00	10-1110-4203	Personal Cell Phone Stipend
11/13/2019	Vzwrlss*bill Pay Vw	\$65.50	10-1110-4203	Personal Cell Phone Stipend
11/15/2019	Vzwrlss*bill Pay Vw	\$35.00	10-1110-4203	Personal Cell Phone Stipend
11/20/2019	Vzwrlss*bill Pay Vw	\$70.00	10-1110-4203	Personal Cell Phone Stipend
11/14/2019	Vzwrlss*my Vz Vn P	\$50.00	10-1110-4203	Personal Cell Phone Stipend
11/16/2019	Vzwrlss*my Vz Vw P	\$26.40	10-1110-4203	Personal Cell Phone Stipend
11/08/2019	Wacvb	\$735.00	10-1118-4210	DMA West yearly dues
11/18/2019	Wagner Equip Co Parts	\$110.64	10-1133-4205	CAT care kit
10/30/2019	Walgreens #11326	\$11.76	10-1110-4650	Halloween/fashmob
11/15/2019	Walgreens #11326	\$18.72	80-8000-4588	Girls on the Run sponsor thank you supplies
11/22/2019	Walgreens #11326	\$13.20	80-8000-4588	Girls on the Run sponsor thank you supplies
10/28/2019	Wal-Mart #0986	\$49.38	10-1132-4207	Paper products
10/29/2019	Wal-Mart #0986	\$25.48	10-1110-4229	All Staff Breakfast decorations
10/28/2019	Wal-Mart #0986	\$19.68	10-1150-4606	Windshield Scrapers
10/29/2019	Wal-Mart #0986	\$103.72	10-1160-4207	Microwave and heater for Adventure Park shop office

10/30/2019	Wal-Mart #0986	\$6.98	10-1118-4233	HDMI cable
10/30/2019	Wal-Mart #0986	\$74.99	10-1110-4650	Halloween/flashmob
11/01/2019	Wal-Mart #0986	\$27.40	80-8000-4589	Xmas supplies
11/05/2019	Wal-Mart #0986	\$8.94	40-4000-4200	Lab clock
11/05/2019	Wal-Mart #0986	\$33.29	10-1160-4411	Shop supplies
11/06/2019	Wal-Mart #0986	\$13.96	10-1118-4233	Meeting supplies
11/06/2019	Wal-Mart #0986	\$21.43	10-1160-4207	Whiteboard and markers for PRA shop office
11/07/2019	Wal-Mart #0986	-\$27.86	10-1140-4852	Return of unused Halloween supplies to Walmart
11/08/2019	Wal-Mart #0986	\$48.34	80-8000-4588	Girls on the Run finish line refreshments
11/08/2019	Wal-Mart #0986	\$110.07	80-8000-4233	Wassail Supplies
11/09/2019	Wal-Mart #0986	\$24.36	10-1121-4233	Flash drives
11/09/2019	Wal-Mart #0986	\$35.44	10-1160-4208	Chemicals for shop and lift
11/11/2019	Wal-Mart #0986	\$18.36	10-1160-4208	Paint for lift shack
11/13/2019	Wal-Mart #0986	\$10.00	80-8000-4588	Girls on the Run sponsorship thank you supplies
11/14/2019	Wal-Mart #0986	\$57.43	10-1132-4207	Bathroom repairs
11/16/2019	Wal-Mart #0986	\$6.72	10-1125-4890	Building Sponsorship Dinner Supplies - Plain white envelopes, pens
11/19/2019	Wal-Mart #0986	\$103.05	80-8000-4233	Wassail Supplies
11/21/2019	Wal-Mart #0986	\$15.96	80-8000-4589	Xmas light boxes
10/29/2019	Wal-Mart #986	\$37.31	10-1119-4233	Supplies for decorating office for halloween
11/04/2019	Wal-Mart #986	\$60.00	80-8000-4588	Girls on the Run 5k supplies
11/05/2019	Wal-Mart #986	\$118.20	10-1160-4205	DEF for snow cats
11/09/2019	Wal-Mart #986	\$14.97	80-8000-4589	Staple gun
11/12/2019	Wal-Mart #986	\$1.76	10-1110-4229	All Staff Supplies
11/13/2019	Wal-Mart #986	\$35.71	10-1132-4207	Paint supplies
11/13/2019	Wal-Mart #986	\$9.50	80-8000-4588	Girls on the Run sponsor thank you supplies
11/14/2019	Wal-Mart #986	\$11.82	10-1132-4207	Key for Quonset hut
11/19/2019	Wal-Mart #986	\$14.64	80-8000-4589	Xmas extension cords
11/20/2019	Wal-Mart #986	\$14.64	80-8000-4589	Xmas extension cords
11/21/2019	Wal-Mart #986	\$22.66	10-1132-4207	1st & Main storage shed
11/22/2019	Wal-Mart #986	\$28.74	80-8000-4589	Salt boxes
11/22/2019	Wal-Mart #986	\$37.68	10-1140-4811	Cider for wassail
11/22/2019	Wal-Mart #986	\$38.33	10-1121-4233	Office supplies
11/22/2019	Wal-Mart #986	\$43.97	90-9000-4200	Office Supplies
11/26/2019	Wal-Mart #986	\$40.32	10-1140-4811	Cider for wassail
11/26/2019	Wal-Mart #986	\$38.94	10-1132-4207	CO detectors
11/27/2019	Wal-Mart #986	\$45.73	10-1160-4225	F&B Supplies for FAP Cafe
11/27/2019	Wal-Mart #986	\$26.52	80-8000-4588	Turkey day 5k registration supplies
11/27/2019	Wal-Mart #986	\$16.68	10-1132-4207	Paint for park graffiti
11/27/2019	Wal-Mart #986	\$150.00	10-1110-4650	Gift cards for MyFit & Peak Awards
11/19/2019	Waste Mgmt Wm Ezpay	\$306.02	90-9000-4401	Trash and recycling service
11/19/2019	Waste Mgmt Wm Ezpay	\$605.01	10-1160-4401	Trash Service for FAP Day Lodge and Nordic
11/19/2019	Waste Mgmt Wm Ezpay	\$132.30	10-1170-4401	Recycling Service for Nordic and Day Lodge
11/19/2019	Waste Mgmt Wm Ezpay	\$155.65	10-1132-4207	Historic Park trash service
11/19/2019	Waste Mgmt Wm Ezpay	\$372.46	10-1132-4207	Town Hall trash service
11/19/2019	Waste Mgmt Wm Ezpay	\$266.28	10-1132-4207	Old Town Hall trash service
11/19/2019	Waste Mgmt Wm Ezpay	\$266.28	10-1132-4207	Old Town Hall trash service
11/21/2019	Waste Mgmt Wm Ezpay	\$234.40	55-5500-4270	Mary Ruth trash service
11/21/2019	Waste Mgmt Wm Ezpay	\$963.84	10-1132-4207	Shop trash service
11/07/2019	Whattodolic	\$2,960.00	10-1160-4265	Winter Adventure Park advertising
11/08/2019	Wholefids Fco #10470	\$200.00	10-1110-4650	Gift cards for MyFit
11/08/2019	Wholefids Fco #10470	\$100.00	10-1110-4650	Gift cards for Peak awards
11/21/2019	Wholefids Fco #10470	\$100.00	10-1110-4650	Gift cards for Peak awards
11/26/2019	Wholefids Fco #10470	\$42.69	10-1111-4229	Council Supplies
11/27/2019	Wholefids Fco #10470	\$125.00	10-1110-4650	Gift cards for MyFit
11/06/2019	Wholefoods.Com	\$127.52	20-2000-5077	Advisory Committee lunch
11/19/2019	Wholesale Resort Accessor	\$94.87	10-1170-4221	Toe warmers for ski instructors
11/06/2019	Www Costco Com	\$63.78	80-8000-4588	Girls on the Run 5k supplies
11/08/2019	Www Northernsafety.Com	\$216.58	80-8000-4588	Master locks for disc golf
11/23/2019	Ymca Of Floridas First	\$79.00	10-1130-4233	Fraudulent charge - to be refunded
11/23/2019	Ymca Of Floridas First	\$17.87	10-1130-4233	Fraudulent charge - to be refunded
TOTAL		\$244,949.93		



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: CHARTER REVIEW OF CHAPTER 1, GENERAL PROVISIONS
DATE: JANUARY 14, 2020

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

Background: Chapter 1, General Provisions, was last amended in Oct., 2003 by Ordinance 03-19. Per the Home Rule Charter, staff has reviewed Chapter 1 and determined that there are no amendments necessary at this time. Chapter 1, titled General Provisions, is attached for your review.

Financial Impact: Adoption of home rule charter review will have no financial impact to the budget.

Alignment with Strategic Plan: Per the 2019-2020 Town of Frisco Strategic Plan, providing quality core services is the heart of the Town of Frisco. The Town Council places a high priority on a balanced and fiscally sustainable budget considering long and short-term economic indicators to prudently maintain our critical infrastructure, sustain general services, support and improve our recreation and visitor economy, communicate effectively to actively engage residents, attract and retain high-performing personnel to deliver exceptional service to the public, provide essential public safety services, maintain the Town's public resources, and protect and preserve the Town's historic community

Staff Recommendation: On that basis, it is my RECOMMENDATION that the Council make a motion acknowledging that Chapter 1, titled General Provisions, has been reviewed pursuant to the Home Rule Charter and no changes are necessary at this time.

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

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

Attachments: Chapter 1, General Provisions

GENERAL PROVISIONS

Chapter 1

GENERAL PROVISIONS

ARTICLE I

Adoption of Code

- § 1-1. Adoption of Code.
- § 1-2. Code Supersedes Prior Ordinances.
- § 1-3. Ordinances Saved From Repeal.
- § 1-4. Nonsubstantive Changes in Previously Adopted Legislation.
- § 1-5. Titles and Headings Not Part of Legislation.
- § 1-6. Notes Not Part of Legislation.
- § 1-7. Certification of Code.
- § 1-8. Copies of Code on File.
- § 1-9. Amendments to Code.
- § 1-10. Supplementation of Code.
- § 1-11. Sale of Code Books; Supplementation.
- § 1-12. Severability of Code Provisions.
- § 1-13. Severability of Ordinance Provisions.
- § 1-14. General Penalty for Violations.
- § 1-15. Penalty for Violations of Legislation Adopted After Adoption of Code.
- § 1-16. Amendments to Penalty Sections.
- § 1-17. Certification.
- § 1-18. Editorial Duties of Town Clerk.

[HISTORY: Adopted by the Mayor and Town Council of the Town of Frisco: Art. I, 2-7-89 as Ord. No. 89-1.¹ Amendments noted where applicable.]

Be it ordained by the Town Council of the Town of Frisco, County of Summit, State of Colorado, as follows:

ARTICLE I

Adoption of Code

[Adopted 2-7-89 as Ord. No. 89-1]

§ 1-1. Adoption of Code.

Pursuant to law, the ordinances of the Town of Frisco of a general and permanent nature adopted by the Council of the Town of Frisco on or before January 17, 1989, as revised, codified and consolidated into titles, chapters and sections and consisting of

¹Editor's Note: This ordinance also repealed former Ch. 1, General Provisions, adopted as follows: Art. I, 8-5-80 as Ord. No. 80-20. For additional information dealing with the original Adoption Ordinance, see the Special Editor's Note page.

GENERAL PROVISIONS

Chapters 1 through 181, are hereby approved, adopted, ordained and enacted as the Code of the Town of Frisco, the same being hereinafter sometimes referred to as the "Code."

§ 1-2. Code Supersedes Prior Ordinances.

This Code contains all general and permanent ordinances and parts of ordinances passed by the Council of the Town of Frisco.

§ 1-3. Ordinances Saved From Repeal.

The continuance in effect of temporary and/or special ordinances and parts of ordinances, although omitted from this Code, shall not be affected by such omission there from, and the adoption of the Code shall not repeal or amend any such ordinance or part of any such ordinance. Among the temporary and/or special ordinances not repealed or amended by the adoption of this Code are ordinances:

- A. Creating, opening, dedicating, vacating or closing specific streets, alleys and other public ways.
- B. Naming or changing the names of specific streets and other public ways.
- C. Establishing the grades of specific streets and other public ways.
- D. Establishing the grades or lines of specific sidewalks.
- E. Authorizing or relating to specific issuances of general obligation bonds.
- F. Creating specific sewer and paving districts and other local improvement districts.
- G. Authorizing the issuance of specific local improvements district bonds.
- H. Making special assessments for local improvements and authorizing refunds from specific local improvement district bond proceeds.
- I. Annexing territory to or excluding territory from the town.
- J. Dedicating or accepting any specific plat or subdivision.
- K. Calling or providing for a specific election.
- L. Authorizing specific contracts for purchase of beneficial use of water by the town.
- M. Approving or authorizing specific contracts with the state or with other governmental bodies or with others.
- N. Authorizing a specific lease sale or purchase of property.

GENERAL PROVISIONS

- O. Granting rights-of-way or other rights and privileges to specific railroad companies or other public carriers.
- P. Granting a specific gas company or other public utility the right or privilege of constructing lines in the streets and alleys or of otherwise using the streets and alleys.
- Q. Granting a franchise to a specific public utility company or establishing rights for or otherwise regulating a specific public utility company.
- R. Appropriating money.
- S. Levying a temporary tax or fixing a temporary tax rate.
- T. Relating to salaries.
- U. All Zoning Map amendments.
- V. Sections 1 through 5, inclusive, of Ordinance No. 19, adopted 11-5-62, pertaining to the dedication of a highway right-of-way.
- W. Ordinance Nos. 17, 24, 78-1 and 79-13.

§ 1-4. Nonsubstantive Changes in Previously Adopted Legislation.

In compiling and preparing the ordinances of the Town of Frisco for adoption and revision as part of the Code, certain grammatical changes and other minor changes were made in one (1) or more of said ordinances. It is the intention of the Council of the Town of Frisco that all such changes be adopted as part of the Code as if the ordinances so changed had been previously formally amended to read as such.

§ 1-5. Titles and Headings Not Part of Legislation.

Chapter and Article titles, headings and titles of sections and other divisions in the Code or in supplements made to the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the ordinances.

§ 1-6. Notes Not Part of Legislation.

Notes indicating sources of section, giving other information or referring to the statutes or to other parts of the Code are inserted in the Code and may be inserted in supplements to the Code for the convenience of persons using the Code and are not part of the ordinances

GENERAL PROVISIONS

§ 1-7. Certification of Code.

The Town Clerk has carefully examined at least three (3) copies of the Code adopted by this ordinance to see that they are true and current copies of the Code. Similarly, after each supplement has been prepared, printed and inserted in the Code, the Town Clerk shall carefully examine at least three (3) copies of the Code as supplemented. The Town Clerk shall then insert a certificate in the front of each of said true and correct copies of the Code, certifying substantially that the copy is a true and correct copy containing all permanent and general ordinances passed or adopted since the previous supplement and until the date of the current supplement. The Town Clerk shall sign the certificate and seal it with the Seal of the Town of Frisco. The copies of the Code as originally adopted, or as amended, certified and sealed, shall constitute the permanent and general ordinances of the Town of Frisco as of the date indicated in the certificate and shall be so accepted by the courts of law, administrative tribunals and by all others concerned.

§ 1-8. Copies of Code on File.

At least three (3) copies of the Code so certified and sealed most recently shall be kept in the office of the Town Clerk at all times and may be inspected by any interested person at any time during regular office hours, but may not be removed from the Town Clerk's office except upon proper order of a court of law, provided that the Council, in writing, may authorize the temporary removal of one (1) and only one (1) of said copies at a time from the Town Clerk's office for good cause.

§ 1-9. Amendments to Code.

Ordinances and parts thereof of a permanent and general nature, passed or adopted after the adoption of this ordinance, may be passed or adopted either in the form of amendments to the Code adopted by this ordinance or without specific reference to the Code. But in either case, all such ordinances and parts thereof shall be deemed amendments to the Code, and all of the substantive, permanent and general parts of said ordinances and changes made thereby in the Code shall be inserted and made in the Code as provided in § 1-10 hereof.

§ 1-10. Supplementation of Code.

- A. The Council shall cause supplementation of the Code to be prepared and printed from time to time as it may see fit. All substantive, permanent and general parts of ordinances passed by the Council or adopted by initiative and referendum and all amendments and changes in temporary and special ordinances or other measures included in the appendices of the Code prior to the supplementation and since the previous supplementation shall be included.
- B. It shall be the duty of the Town Clerk or someone authorized and directed by the Town Clerk to keep up-to-date the three (3) certified copies of the book containing

GENERAL PROVISIONS

the Code required to be filed in the office of the Town Clerk for the use of the public.

§ 1-11. Sale of Code Books; Supplementation.

Copies of the Code book may be purchased from the Clerk of the Town of Frisco upon the payment of a fee to be set by the Council. The Council may also arrange for procedures for the periodic supplementation thereof.

§ 1-12. Severability of Code Provisions.

If any sections, section, subsection or provision of this Code of ordinances or the application thereof to any person or circumstances is declared unconstitutional or otherwise invalid by any competent court, such invalidity shall not affect the other sections, subsections, provisions or applications of this Code if they can be given effect without the invalid sections, section, subsection, provision or application.

§ 1-13. Severability of Ordinance Provisions.

Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other section or part thereof. If any part of this ordinance shall be held unconstitutional or invalid, the remainder of this ordinance shall continue in full force and effect, it being the legislative intent that this ordinance would have been adopted even if such unconstitutional or invalid matter had not been included herein.

§ 1-14. General Penalty for Violations. [Amended 2-4-97, Ord. No. 97-1; 10-28-03, Ord. 03-19]

A. Unless a specific lesser penalty is specifically provided for the violation of any portion of this Code, any person, firm or corporation who shall violate any provision of this Code, or any provision of any code or other regulation adopted by reference by this Code, by doing any act prohibited or declared to be unlawful thereby, or who shall engage in or exercise any business or occupation or do anything for which a license or permit is required without having a valid license or permit therefore as required, or who shall fail to do any act required by any such provision, or who shall fail to do any act when such provision declares such failure to be unlawful or to be an offense or misdemeanor shall be guilty of a violation of this Code and shall be punishable as follows:

1. Except as above-stated every person convicted of a violation of any provision of this Code, the Town Charter, any ordinance of the Town of Frisco or any provision of any code or regulation adopted by reference by this Code, shall, in addition to any administrative or court costs which may be imposed, be punished by a fine not exceeding one-thousand dollars (\$1,000.00), or by imprisonment not exceeding one (1) year, or by both such fine and imprisonment.

GENERAL PROVISIONS

2. Except as hereinafter provided, every person convicted of a violation of any provision of the Model Traffic Code for Colorado, as adopted and set forth in Chapter 167 of this Code, shall, in addition to any administrative or court costs which may be imposed, be punished by a fine not exceeding one thousand dollars (\$1,000.00); except any person convicted of violating Section 1101, Speed limits, when such person exceeded the lawful speed limit by twenty (20) miles per hour or greater, Section 1105, Speed contest, Section 1401(1), Reckless driving, Section 1409, Compulsory insurance, Section 1413, Eluding or attempting to elude a police officer, all being violations of the Model Traffic Code for Colorado as adopted by the Town, shall be punished by a fine not exceeding one thousand dollars (\$1,000.00), or by imprisonment not exceeding one (1) year, or by both fine and imprisonment.
- B. In addition to the penalties stated above, the Town may obtain enforcement of its ordinances by seeking injunction or other appropriate relief in a court of proper jurisdiction.
 - C. Each day or portion thereof, during which any violation is committed, continued or permitted shall constitute a separate offense and shall be punishable as a separate offense.

§ 1-15. Penalty for Violations of Legislation Adopted After Adoption of Code.

Any person, firm or corporation who shall violate any provision of any ordinance passed or adopted of this Code, either before or after it has been inserted in the Code by a supplement, shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished as provided by § 1-14 of this ordinance unless another penalty is specifically provided for the violation.

§ 1-16. Amendments to Penalty Actions.

The following penalty sections, as adopted by the Council of the Town of Frisco, are hereby amended to delete the specific fines and terms of imprisonment and to refer instead to Chapter 1, General Provisions, Art. I. (Section numbers used below in parentheses refer to the sections as they have been renumbered and appear in the Code of the Town of Frisco.)²

§ 1-17. Certification.

The Town Clerk shall certify to the passage of this ordinance and make not less than three (3) copies of the adopted Code available for inspection by the public during regular business hours.

²Editor's Note: Pursuant to § 1-16 the following penalty sections were amended: § 65-3, 67-3, 79-18C, 82-3, 85-3, 87-23, 94-3, 110-12, 116-3, 120-9, 124-10A, 127-37, 133-3, 150-15B, 153-7, 157-20, 160-9, 167-3B, 171-13, 171-14, 177.3 and 180-12B(1). A complete description of the changes made is on file in the office of the Town Clerk.

GENERAL PROVISIONS

§ 1.18. Editorial Duties of Town Clerk. [Added 1-23-07, Ord. 07-02]

The Town Clerk shall compile, edit, arrange and prepare for publication the Frisco Town Code. In the course of such task, the Town Clerk, after receiving the consent of the Town Manager and Town Council, shall correct obvious errors and inconsistencies; eliminate duplications and language repealed directly or by implication; correct defective section structure and arrangement of existing code; and correct obvious errors in the cross-referencing of ordinances. The foregoing duties shall be performed in such form and manner as to preserve the intent, effect and meaning of any and every ordinance codified in the Frisco Town Code. The Town Clerk may make changes to errors in the Code relating to syntax, grammar, enumeration, spelling, punctuation, or font, all unrelated to the content or intent of the Code after receiving the consent of the Town Manager.



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: RESOLUTION 20-01, NAMING 2020 PUBLIC POSTING LOCATIONS
DATE: JANUARY 14, 2020

Background: In compliance with the Colorado Sunshine Act of 1972 and C.R.S. 24-6-402, each governing body must designate the location for posting of public meetings at the first meeting of the year. Further, Frisco's Home Rule Charter requires notice of special meetings posted in at least two public places, at least one of which is open to the public during evening hours.

Analysis: The bulletin board outside the east vestibule at Frisco Town Hall, One Main Street, and the Frisco Post Office, 0035 West Main Street, Frisco, Colorado which are both open to the public during day and evening hours, are hereby designated as the public places for the posting of notices for special meetings of the Frisco Town Council, Commissions, and Committees for the year 2020. The bulletin board in the south vestibule at Frisco Town Hall, One Main Street, which is open to the public during day and evening hours, is hereby designated as the public place for the posting of the Town Council, Commissions, and Committee Agendas.

Financial Impact: Adoption of Resolution 20-01 will have no financial impact to the budget.

Alignment with Strategic Plan: Per the 2019-2020 Town of Frisco Strategic Plan, providing quality core services is the heart of the Town of Frisco. The Town Council places a high priority on a balanced and fiscally sustainable budget considering long and short-term economic indicators to prudently maintain our critical infrastructure, sustain general services, support and improve our recreation and visitor economy, communicate effectively to actively engage residents, attract and retain high-performing personnel to deliver exceptional service to the public, provide essential public safety services, maintain the Town's public resources, and protect and preserve the Town's historic community

Staff Recommendation: On that basis, it is my recommendation that the Council adopt Resolution 20-01, a resolution naming the public place for posting notices of Council Meetings, Commissions, and Committees for the Town of Frisco, Colorado in compliance with the Colorado Sunshine Act of 1972.

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

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

Attachments: Resolution 20-01

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-01**

A RESOLUTION NAMING THE PUBLIC PLACE FOR POSTING NOTICES OF COUNCIL MEETINGS, COMMISSIONS, AND COMMITTEES FOR THE TOWN OF FRISCO, COLORADO IN COMPLIANCE WITH THE COLORADO SUNSHINE ACT OF 1972.

WHEREAS, Section 24-6-402 CRS requires a public body to annually designate the public place for posting timely notice of public meetings at the Council's first regular meeting each calendar year; and

WHEREAS, the Frisco Town Hall, One Main Street, has two bulletin boards in locations which are open to the public during day and evening hours; and

WHEREAS, the Frisco Post Office, 0035 West Main Street, Frisco Colorado, has a bulletin board in a location which is open to the public during the day and evening hours;

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

The bulletin board outside the east vestibule at Frisco Town Hall, One Main Street, and the Frisco Post Office, 0035 West Main Street, Frisco, Colorado are hereby designated as the public places for the posting of notices for special meetings of the Frisco Town Council for the year 2020. The bulletin board in the south vestibule at Frisco Town Hall, One Main Street is hereby designated as the public place for the posting of the Town Council, Commissions, and Committee Agendas.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 14TH DAY OF JANUARY, 2020.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: RESOLUTION 20-02, NOTICE OF OFFICIAL PUBLICATIONS
DATE: JANUARY 14, 2020

Background: Section 14-9 of Frisco's Home Rule Charter provides that exclusive management and control of designating official publications to be used for the official advertising of the Town shall be vested in the Town Clerk. This designation shall be affirmed by resolution by the Town Council at the first meeting of the year. The Charter also states that the manner of publication may include print, electronic, and other media as appropriate to comply with applicable law and meet the publication needs of the Town.

Analysis: For continuity purposes, I recommend utilizing a newspaper of general circulation and the Town of Frisco web site, www.frisco.gov as the official publications of the Town. As in years past, I also recommend publishing ordinances and/or notices required by the Town Charter to be published in full on the Town's web site and shall be published by title-only in a newspaper of general circulation.

Financial Impact: Colorado Mountain News Media extends discounted advertising rates to governmental entities for purpose of legal noticing. The Town has budgeted \$4,500 for the 2020 fiscal year.

Alignment with Strategic Plan: Per the 2019-2020 Town of Frisco Strategic Plan, providing quality core services is the heart of the Town of Frisco. The Town Council places a high priority on a balanced and fiscally sustainable budget considering long and short-term economic indicators to prudently maintain our critical infrastructure, sustain general services, support and improve our recreation and visitor economy, communicate effectively to actively engage residents, attract and retain high-performing personnel to deliver exceptional service to the public, provide essential public safety services, maintain the Town's public resources, and protect and preserve the Town's historic community

Staff Recommendation: On that basis, it is my recommendation that the Council adopt Resolution 20-02, a resolution acknowledging that the Town Clerk has designated a newspaper of general circulation and the Town of Frisco web site as the official publications of the Town and determined that ordinances and/or notices required by the Town's Home Rule Charter to be published in full on the Town's web site and shall be published by title only in a newspaper of general circulation.

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

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

Attachments: Resolution 20-02

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-02**

A RESOLUTION AFFIRMING THE TOWN CLERK'S DESIGNATION OF OFFICIAL PUBLICATIONS.

WHEREAS, Section 14-9 of the Home Rule Charter of the Town of Frisco (the "Charter") provides that exclusive management and control of the designation of official publications to be used for the official advertising of the Town shall be vested in the Town Clerk, which designation shall be made annually and affirmed by resolution of the Town Council; and

WHEREAS, the Town Clerk has determined that the cost of publication in local newspapers has created a need for the identification of alternative means of official publication of ordinances and/or notices of public hearing, including electronic media; and

WHEREAS, the Town Clerk has designated a newspaper of general circulation and the Town of Frisco web site as the official publications of the Town of Frisco and has determined that ordinances and/or notices required by the Charter to be published in full in an official publication shall be published in full on the Town's web site and shall be published by title only in a newspaper of general circulation.

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

Section 1. The Town Clerk's designation of a newspaper of general circulation and the Town of Frisco web site, www.friscogov.com, as the official publications of the Town pursuant to Section 14-9 of the Charter is hereby affirmed.

Section 2. The Town Clerk's determination that ordinances and/or notices required by the Charter to be published in full in an official publication shall be published in full on the Town's web site and shall be published by title only in a newspaper of general circulation, is hereby affirmed.

Section 3. This Resolution shall take effect immediately upon adoption.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 14TH DAY OF JANUARY, 2020.

TOWN OF FRISCO, COLORADO

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NORA GILBERTSON, SPECIAL EVENTS MANAGER
RE: RESOLUTION 20-03, 2020 NO PET EVENTS AND RESOLUTION 20-04, 2020 STREET CLOSURES
DATE: DECEMBER 20, 2019

Summary and Background: Special Events in the Town of Frisco serve to create a special quality of life for our citizens and to drive economic development through tourism.

- The street closure resolution brings about thoughtful consideration each year of how to create harmony between the economic health of Main Street businesses and the needs of events.
- The no pet event resolution serves to keep all of our citizens, including our pets safe.

Analysis:

- The street closure resolution is largely the same as last year with the addition of a 2nd Avenue closure during Easter due to an anticipation of increased participation as Copper Mountain is cancelling their Easter Egg Hunt for 2020. There are also changes to the Turkey Day 5k closure to help keep the ever increasing amount of participants safe during the event.
- The No Pet Event Closure could be strengthened through more enforcement at The Colorado BBQ Challenge.

Financial Impact:

- For special events including road closure the costs is for 2 hours of a minimum of 2 Public Works Employees at time and a half per closure and re-opening of the road for each of the 14 events outlined in the “2020 Street Closures” Resolution
- For the majority of special events that do not allow pets, there is no additional costs associated with patrolling. The exception being the Colorado BBQ Challenge where 420 man-hours of security are hired to monitor outside alcohol and pets entering into the event at a cost of \$12,700.80.

Alignment with Strategic Plan: Special Events in Frisco help to create vibrant recreation opportunities as well as a thriving economy.

Environmental Sustainability: Special Events create an opportunity to educate our guests and create new habits for them to take home with them.

Staff Recommendation: Based on the information contained in this report, it is recommended the Town Council pass both the 2020 No Pet Event and 2020 Road Closure Resolutions.

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

Vanessa Agee, Marketing Director
Bonnie Moinet, Finance Director - Approved
Nancy Kerry, Town Manager

Attachments:

Attachment 1: Resolution 20-03, 2020 No Pet Events
Attachment 2: Resolution 20-04, 2020 Street Closures

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-03**

A RESOLUTION TO ESTABLISH A SPECIAL EVENT PET POLICY TO DESIGNATE WHICH 2020 TOWN OF FRISCO SPECIAL EVENTS WILL PROHIBIT PETS WITHIN EVENT VENUES.

WHEREAS, the Town Council wants to inform citizens and visitors, in the interest of their safety and the safety of their pets, which Town events do not allow pets; and

WHEREAS, the Town Council emphasizes that dogs assisting handicapped persons will be allowed at all Town special events, even those prohibiting pets; and

WHEREAS, the Town Council has directed the Police Department staff on which events will prohibit pets within the event venues; and

WHEREAS, the Police Department will enforce the event pet policies by issuing warnings, asking patrons with pets to leave the premises when pets are prohibited and issuing citations for repeat offenders;

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

THE FOLLOWING 2020 TOWN SPECIAL EVENTS WILL **NOT** ALLOW PETS:

- **Frisco Nordic Center Races and Events** – Up and At Em' Nordic Races (January 8, 2020, January 22, 2020, February 5, 2020 & February 19, 2020), Eat, Ski & Be Merry (February 1, 2020), Frisco Gold Rush (February 8, 2020), and Frisco Freeze (February 22, 2020), Snowshoe for the Cure (March 7, 2020) and Frisco BrewSki (March 14, 2020)
- **Run the Rockies Road Race** – June 6, 2020 (not allowed in the race, but allowed at the start and finish)
- **Colorado Barbecue Challenge** – June 18-20, 2020
- **Bacon Burner 6k** – June 20, 2019
- **Mountain Goat Kids' Trail Running Series**- June 16, June 30, July 14 and July 28, 2020 (not allowed in the race, but allowed at the start and finish)
- **Frisco Triathlon** – July 11, 2020 (not allowed in the race, but allowed at the start and finish)
- **Run the Rockies Trail Race** – August 8, 2020 (not allowed in the race, but allowed at the start and finish)

At this time, all other 2020 Town of Frisco special events will allow pets on leashes as long as they are under control by an attending person at all times.

INTRODUCED, READ AND ADOPTED THIS 14TH DAY OF JANUARY, 2020.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-04**

A RESOLUTION ESTABLISHING STREET CLOSURES FOR 2020 EVENTS

WHEREAS, the Town Council wants to provide a venue for annual special events that attract visitors and provide quality experiences for citizens and;

WHEREAS, the Town Council realizes the effectiveness and uniqueness of Main Street as a site for major special events and;

WHEREAS, the Town Council has approved the 2020 events budget which involves the closure of Main Street and;

WHEREAS, the Public Works and Police Departments will work with the Special Events Department to close the streets, maintain safe detour routes, and manage traffic flow;

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

These 2020 events will require the following closures of Main Street and surrounding avenues:

- **Mardi Gras for Paws** – February 22, 2020: 3rd Ave. from Main St. to Alley
- **Easter Egg Hunt** – April 12, 2020: Main St. from Madison Ave. to 2nd Ave. and 2nd Avenue Main St to Galena
- **Town Clean Up Day** – May 16, 2020: Main St. from 1st Ave. to 2nd Ave.
- **Run the Rockies** – June 6, 2020: Main St. from Madison Ave. to 2nd Ave.
- **Colorado Barbecue Challenge** – June 18-20, 2020: Main St. from Madison Ave. to 6th Ave.; with Avenue/ side street closures dependent on event and business needs
- **July 4 Parade and Concerts** – July 4, 2020: Main St. from Madison Ave. to 7th Ave.
- **Founders Day** – July 5, 2020: 2nd Ave. from Main St. to Granite St.
- **Concerts in the Park** – June 25, July 2, July 9, July 16, July 23, July 30, August 6, August 13, August 20, 2020: Main St. from 1st Ave to 2nd Ave.
- **Canine 4K** – August 1, 2020: Main St. from Madison Ave. to 2nd Ave.
- **Art on Main** – August 8-9, 2020: Main St. from 3rd Ave. to 7th Ave.
- **Fall Fest** – September 12, 2020: Main St. from Madison Ave. to 2nd Ave.
- **Trick or Treat Street** – October 31, 2020: Main St. from Madison Ave. to 7th Ave.
- **Turkey Day 5k**– November 26, 2020: 3rd Avenue from Granite St. to Teller St. and from Granite Street to Granite Street Alley.
- **Wassail Days lighting**- November 28, 2020: Main St. from 1st Ave. to 2nd Ave. and 2nd Ave. from Main St. to Granite St.

INTRODUCED, READ AND ADOPTED THIS 14TH DAY OF JANUARY, 2020.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, Town Clerk

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-05**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO, DIRECTING THE TOWN CLERK OF THE TOWN OF FRISCO TO CONDUCT THE REGULAR MUNICIPAL ELECTION, SCHEDULED FOR APRIL 7, 2020, AS A MAIL BALLOT ELECTION.

WHEREAS, the Town of Frisco, Colorado (the "Town") is a municipal corporation and political subdivision duly organized and existing under the Constitution and the laws of the State of Colorado and its home rule charter (the "Charter"); and

WHEREAS, the conduct of certain elections by mail ballot has been permissible in the State of Colorado since 1991; and

WHEREAS, pursuant to Section 1-7.5-104 of the Colorado Revised Statutes, the Town Council is authorized to determine that certain elections may be conducted by mail ballot; and

WHEREAS, the Town Council of the Town of Frisco is desirous of engaging as many of the registered electors of the Town of Frisco as possible in the regularly scheduled municipal election of April 7, 2020; and

WHEREAS, the Town Council of the Town of Frisco believes that a mail ballot election will encourage voter participation.

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

Section 1. Mail Ballot Election. The Town Clerk of the Town of Frisco is hereby authorized and directed to conduct the Regular Municipal Election of the Town of Frisco, Colorado, scheduled for April 7, 2020, as a mail ballot election pursuant to the "Mail Ballot Election Act" of the State of Colorado.

Section 2. Appointment of Election Judges. In accordance with Section 31-10-401 Colorado Revised Statutes, the Town Council may by resolution hereby delegate to the Town Clerk the authority and responsibility to appoint election judges as described in Colorado Revised Statutes.

Section 3. Notice. The Town Clerk of the Town of Frisco shall cause public notice of the municipal election to be given in accordance with Section 31-10-501, Colorado Revised Statutes.

Section 4. Necessary Actions. The officers of the town are authorized to take all action necessary or appropriate to effectuate the provisions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect upon adoption.

PASSED AND APPROVED THIS 14th DAY OF JANUARY, 2020.

TOWN OF FRISCO, COLORADO

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmut, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: TOM HOGEMAN, MARINA GENERAL MANAGER
RE: RESOLUTION 20-06, APPROVING AN AGREEMENT WITH CROWLEY MARINE FOR THE PURCHASE OF NEW PONTOON BOATS AND MOTORS FOR THE FRISCO BAY MARINA WITHOUT A COMPETITIVE BIDDING PROCESS
DATE: JANUARY 14, 2020

Summary and Background: Staff is requesting approval of the sole source purchase for six pontoon boats and six outboard motors for the rental fleet at the Frisco Bay Marina.

Analysis: The Frisco Bay Marina (FBM) generates the majority of revenue from the rental of boats. In order to provide a quality product, the fleet of power boats rotates every three years to minimize wear and tear and to maximize the resale of the used boats.

Pontoon boats have proven to be the most popular power boats in the fleet. In years past, the Marina has owned and operated six pontoon boats and four runabout style boats. The runabouts are more expensive than the pontoons and difficult and costly to maintain. During the 2020 budget process, staff recommended replacing all the runabouts with pontoons for a total cost of \$172,000. An additional \$10,000 is also in the approved budget for one additional motor for the work boat. This purchase will replace the four runabouts and replace them with six pontoon boats for the same cost. The total number of rentable pontoons in the fleet will be 12.

As part of Frisco Marina Park Master Plan, adopted by Council on June 26, 2018, and the revenue bond process, rental revenues are expected to increase annually. By increasing the power boat rental fleet from 12 boats to 14 boats total (12 pontoons, 2 fishing), and having one reliable motor type to manage, staff anticipates the rental revenue increasing by 42%.

The FBM has purchased rental boats from Crowley Marine since taking over operations in 2005. Crowley Marine is located in Denver, Colorado, and has been in business for over 50 years. They supply all boating needs and parts. The FBM purchases Sylvan pontoon boats and Evinrude outboard motors. The Sylvan pontoon boats provide a good balance of quality and comfort at a reasonable price. The FBM is an Evinrude Service Center, and as such, needs to have Evinrude outboards on the rental boats for ease of maintenance and service. Evinrude is the brand staff are most familiar with and have many hours of factory training.

Staff has researched other alternatives for boats and motors. No other marine company in Colorado provides Sylvan pontoon boats and Evinrude outboard motors at a price comparable to Crowley Marine. Crowley Marine is able to provide the boats, motors, and service at the best price available.

Financial Impact: Passage of the recommended motion entering into a purchase with Crowley Marine will have a result in a total cost not to exceed \$180,000 which has been budgeted in the Marina Fund, Capital Equipment (90-9000-4460). The agreement with Crowley Marine is fair and reasonable in light of the market for similar goods (and related services).

Alignment with Strategic Plan: Per the 2019-2020 Town of Frisco Strategic Plan, providing quality core services is the heart of the Town of Frisco. 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. These pontoons are used as rentals for the marina business and contribute substantially to the overall revenue generated by the Frisco Bay Marina.

Environmental Sustainability: The 2-stroke 90hp Evinrude outboards release one-fifth of the carbon monoxide emissions of a four-stroke engine at idle and are compliant with stringent U.S. Environmental Protection Agency (EPA), European Union (EU), and California Air Resources Board (CARB) 3-Star ultra-low emissions standards. Electric and hybrid motor alternatives are in their infancy in the marine market and the ones that are available in this horse power range are prohibitively expensive. Staff will continue to research such motor alternatives on an annual basis and will bring appropriate recommendations to Council.

Staff Recommendation: Council is authorized to approve contracts without a competitive bid process if, in their opinion, such goods or services are best obtained from a single or sole source. The Frisco Bay Marina has a long standing relationship with Crowley Marine, they have provided a high quality of service over the years, and their convenient Denver location and large supply of parts and resources has proved very beneficial.

On that basis, staff recommends the Town Council make a motion to approve the attached Resolution, "APPROVING AN AGREEMENT WITH CROWLEY MARINE FOR THE PURCHASE OF A NEW PONTOON BOATS AND MOTORS FOR THE FRISCO BAY MARINA WITHOUT A COMPETITIVE BIDDING PROCESS."

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

Diane McBride, Assistant Town Manager/Recreation Director
Bonnie Moinet, Finance Director – Approved pending completion of memo

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-06**

A RESOLUTION APPROVING AN AGREEMENT WITH CROWLEY MARINE FOR THE PURCHASE OF NEW PONTOONS BOATS AND MOTORS FOR THE FRISCO BAY MARINA WITHOUT A COMPETITIVE BIDDING PROCESS.

WHEREAS, under section 9-3 of the Town Code, the Town Council is authorized to approve a contract for goods or services without a competitive bidding process when, in the opinion of the Council, the goods or services are best obtained from a single source due to specialized skills, knowledge or experience, unique and relevant experience, knowledge of the Town or exceptional qualifications or reputation in the field; and

WHEREAS, the Frisco Bay Marina (the "Marina") desires to purchase a six new Sylvan pontoon boats and seven Evinrude outboard motors that will be compatible and integrate seamlessly with its existing rental boat fleet; and

WHEREAS, the Town has previously engaged Crowley Marine for boat and motor purchases since 2005; and

WHEREAS, as a result of the quality, service, and price delivered by Crowley Marine, the Town Council finds that Crowley Marine has specialized knowledge and experience that is unique and relevant to the Town and to the Marina's rental fleet and, accordingly, the new boat and motor purchases are best obtained from a single source without a competitive bidding process; and

WHEREAS, the Town Council finds that the price set forth in the attached agreement with Crowley Marine is fair and reasonable, relative to the general market prices for the goods and services to be provided by Crowley Marine.

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

The attached agreement between the Town and Crowley Marine, is hereby approved and the Town Mayor and Town Clerk are hereby authorized to execute the same on behalf of the Town of Frisco.

INTRODUCED, READ AND ADOPTED THIS 14TH DAY OF JANUARY, 2020.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

MEMORANDUM

P.O. Box 4100 ◆ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: NANCY KERRY, TOWN MANAGER
RE: CONSIDERATION TO ADOPT RESOLUTION 20-07 APPROVING AN AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY AND THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, AND SILVERTHORNE WITH SQUIRE PATTON BOGGS FOR FEDERAL AND STATE ADVOCACY SERVICES
DATE: JANUARY 14, 2020

Summary and Background:

There are a number of issues of collective benefit and interest to the Towns within Summit County and the County itself that would benefit from legislative advocacy efforts. The concept of collective advocacy has occasionally risen among local elected officials and managers. A few months ago, the opportunity to engage the services of an advocacy firm for issues mutual benefit to the Towns and County was brought forward and discussed at a Mayors, Managers, and Commissioners meeting and thus, this item is before the Town Council to consider entering into the attached agreement.

Analysis: Currently, there are a number of issues of mutual interest to local governments within Summit County, some of which would benefit from federal and state legislative advocacy such as funding for environmental projects including electric charging stations and infrastructure, transportation projects (Exit 203/205), additional funds for housing programs, recycling and waste management, to name a few. If the Town Council chooses to enter in to the proposed Agreement with the Towns of Silverthorne, Breckenridge, and Dillon along with the County, the result would be the engagement of the services of Squire Patton Boggs and the distribution of the cost among the parties equally.

Financial Impact: The monthly retainer for Squire Patton Boggs is \$7,500 per month (\$90,000 annually), to be divided equally among the five agency partners, resulting in a \$1,500 per month each (\$18,000 annually). Town staff propose utilizing budgeted funds as follows to cover the cost of the services. General Fund 50% (\$9,000), environmental programs 25% (\$4,500), and Housing programs 25% (\$4,500). Alternatively, we could utilize general fund professional services for the entire amount (\$18,000).

Alignment with Strategic Plan: The Town Council's strategic priorities include the topics listed of mutual benefit to be advocated.

Environmental Sustainability: The advocacy services are intended to benefit the Town Council's goals including those aimed at sustaining environmental resources.

Staff Recommendation: The Town Manager recommends joining the other neighboring jurisdictions in entering this Agreement to engage the advocacy service of Squire Patton Boggs.

Reviews and Approvals: This report has been reviewed and approved by: Bonnie Moinet, Finance Director and Nancy Kerry, Town Manager.

Attachments: (1) SPG Agreement between Towns and County and (2) Resolution.

ATTACHMENT 1:

**AGREEMENT BETWEEN THE SUMMIT COUNTY AND
THE TOWNS OF FRISCO, SILVERTHORNE,
BRECKENRIDGE, AND DILLON WITH
SQUIRE PATTON BOGGS TO
PERFORM ADVOCACY SERVICES**

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (The “Agreement”) is entered into this 15th day of January, 2020, by and between the Board of County Commissioners of Summit County, Town of Breckenridge, Town of Dillon, Town of Frisco and Town of Silverthorne (“County and Towns”), and Squire Patton Boggs having its principal place of business at 1801 California Street, Suite 4900, Denver, CO 80202 (“Contractor”).

WHEREAS, the County and Towns desire to contract with Contractor to perform federal and state advocacy services in accordance with terms of this Agreement; and

WHEREAS, Contractor desires to perform the subject services on an independent contractor basis as set forth in this Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the County and Towns and Contractor further agree as follows:

1. Services. Contractor agrees to perform the following services (the “Services”) in a timely, expeditious and professional manner: federal and state advocacy of five top issues collectively identified/prioritized by the County and Towns, in accordance with Section 2 of this Agreement, and those additional items that might arise unexpectedly but are identified by all parties as immediate, urgent matters in accordance with all applicable provisions of the “Scope of Work” dated December 9, 2019 which is attached hereto as Exhibit “A” and incorporated herein by this reference. In the event of any conflicts between the Agreement and any of the terms of the attached exhibits, the terms of this Agreement shall prevail.

Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor's own equipment at Contractor's own home or place of business, and at hours and times as determined by Contractor. Contractor is engaged in providing these types of services for persons or entities other than the County and Towns, and the Contractor is not required to provide services exclusively to the County and Towns during the term of this Agreement.

2. Decisions by Committee. There is hereby established a committee to consist of a representative from each of the political subdivision parties, which committee shall be the decision-making body on behalf of such political subdivision parties under this Agreement (the “Committee”). Each political subdivision party shall appoint one representative to the Committee, and each such representative shall have one vote whenever decisions are to be made under this Agreement. Contractor shall serve at the direction of the majority of the Committee and does not have the authority to act on the direction of one single political subdivision party.

3. Compensation. For satisfactory performance of the Services hereunder, County and Towns shall pay Contractor a monthly retainer of \$7,500 January 15th, 2020 through January 14th, 2021, for the performance of the services detailed in this Agreement. Payment will not be made on a

salary or hourly rate. County and Towns shall have no obligation to make any payments until such time as County and Towns accept Contractor's performance as satisfactory. All payments under this contract shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract.

a. Invoices. The Contractor will submit an invoice to Summit County with each entity listed individually and split equally among each of the five (5) entities on a monthly basis, which will describe the Services performed and expenses incurred pursuant to this Agreement. The Invoice will be reviewed by the County, who will process it for payment. Invoices shall provide detail of Contractor's performance of Services sufficient to the County and Town's requirements. Upon request, Contractor shall provide documentation of its expenses. Payment of such invoices will be due within thirty (30) days of the receipt thereof. The County will invoice each town for reimbursement, which shall be made to the County within thirty (30) days of receipt thereof.

b. Fund Availability/Annual Appropriation. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of County and Town funds for purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by the County or Towns, the County or Towns may immediately terminate this Agreement or amend it accordingly.

c. Multi-Year Contracts. The obligations of the County and Towns hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

4. Term. The term of this Agreement shall be from the 15th day of January, 2020 until the 14th day of January, 2021. The Agreement may be terminated earlier by final completion of the Services by the Contractor and acceptance of the services by the County or Town or through the termination provisions provided herein.

5. Default. The failure to comply with any of the terms and conditions of this Agreement shall constitute a default under this Agreement. If either party believes the other has failed to comply with any of the terms and conditions of the Agreement, the non-breaching party shall provide written notice of such alleged breach with specificity. The defaulting party shall have the right to cure any alleged breach within thirty (30) days of actual or constructive receipt of such notice.

In the event of a default, if the County and Towns believe the Contractor has failed to comply with any terms and conditions of the Agreement, the County and Towns may provide written notice to the Contractor and provide a time period to cure as detailed above in addition to any other remedy provided by law or equity OR the County and Towns may terminate the Agreement as set forth below.

6. Termination. Contractor and/or County and any one of the Towns may terminate this Agreement at any time, with or without cause upon seven (7) days written notice. In the event of

termination, payment will be made to Contractor for all work performed up to the date of termination, not to exceed a pro-rated daily rate.

7. Relationship. The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee, agent or servant of the County, nor is Contractor entitled to County employment benefits. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT. As an independent contractor, Contractors agrees that:

- a. Contractor does not have the authority to act for the County or Towns, or to bind the County or Towns in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the County or Towns; and
- b. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and
- c. County and Towns will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and
- d. Neither Contractor, nor its employees or contractors, will receive benefits of any kind from the County and Towns. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the County and Towns; and
- e. All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and
- f. Contractor will not combine its business operations in any way with the County and Town's business operations and each party shall maintain their operations as separate and distinct.

8. Change in the Work. The Committee may order changes in the work and services detailed in this Agreement, consisting of additions, deletions, or modifications. All changes shall be authorized by a written Change Order designating the work to be added, changed, or deleted, the increase or decrease in costs, and any change in time for completion of the project. Contractor and County and Towns, or their duly authorized agents, shall sign the Change Order.

Unless otherwise agreed, the cost of changes to the County and Towns for a change in work shall be determined by mutual agreement and paid according to the terms hereunder or by the terms of the Change Order. However, the Committee shall have the authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time, and not inconsistent with the intent of the contract documents.

9. Contractor Responsibilities. In addition to all other obligations contained herein, Contractor agrees:

- a. To furnish all tools, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services; and

- b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the County and Towns; and
- c. To comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor as employer.
- d. To require its subcontractors to comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to subcontractor as an employer, including maintenance of standard Workers' Compensation as required by law in the State of Colorado.

10. Work Quality. The Contractor warrants to the County and Town that all services provided will be of good quality, in conformance with the highest standards of the profession and in conformance with this Agreement.

11. Work Product. Any data, reports, drawings documents or other things or information provided by the County and Towns to the Contractor during the performance of services under this Agreement and any reports, drawings or other writings required under the services of this Agreement shall be and remain the sole property of the County and Towns at all times. The Contractor shall return or provide to the County and Towns such documents, etc. by the completion date and before full payment of the compensation herein.

12. Indemnification and Insurance. Contractor shall indemnify and hold harmless the County and Towns from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor, Contractor's sub-contractors or otherwise arising out of the performance of services by Contractor. Contractor's indemnity obligation shall survive the expiration or termination of this Agreement. No later than seven days after execution of this Agreement, Contractor shall provide the County and Towns with certificates of insurance evidencing the types and amounts of insurance specified below:

- a. Standard Workers' Compensation as required by law in the State of Colorado; and
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder with limits of not less than \$400,000 on account of any one person and \$1.2 million for each occurrence of property damage and personal injury; and
- c. Automobile Liability insurance in those instances where Contractor uses an automobile, regardless of ownership, for the performance of the Services. Contractor shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles with limits of not less than \$400,000 (bodily injury per person), \$400,000 (each accident) and \$400,000 (property damage).

Insurance coverage shall not be reduced below the limits described above or cancelled without County and Town's written approval of such reduction or cancellation. Reduction, cancellation or termination of insurance coverage, or failure to obtain insurance coverage, without the County and Town's written approval shall constitute a material breach of the Agreement and shall automatically

terminate the Agreement. Contractor shall require that any of its agents or subcontractors who enter upon the County and Town's premises shall maintain like insurance. Certificates of such insurance, of agents and subcontractors, shall be provided to the County and Towns upon request. With regard to all insurance, such insurance shall:

- d. Be primary insurance to the full limits of liability herein before stated and, should County and Towns have other valid insurance, County and Town insurance shall be excess insurance only; and
- e. Not cancelled without thirty (30) days prior written notice to the County and Towns.

13. Notice. Any and all notices required to be given to the parties by this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail message was received.

- a. Notices to the County and Towns shall be addressed to:

Scott Vargo, County Manager
Manager's Office
Summit County Government
P.O. Box 68
Breckenridge, CO 80424
Scott.Vargo@summitcountyco.gov

Town of Dillon
Attn.: Town Manager
275 Lake Dillon Dr.
PO Box 8
Dillon, CO 80435

- b. Notices to the Contractor shall be addressed to:

Peter S. Gould, Managing Partner, Denver Office
Mara Sheldon, Senior Policy Advisor
Squire Patton Boggs (US) LLP
1801 California Street, Suite 4900
Denver, CO 80202
peter.gould@squirepb.com
mara.sheldon@squirepb.com

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

14. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the County and Towns or Contractor because of any term contained in this Agreement.

15. Assignment. This Agreement is for personal services predicated upon Contractor's special abilities or knowledge, and Contractor shall not assign this Agreement in whole or in part without prior written consent of the County and Towns.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

17. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

18. Severability. If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

19. Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

20. Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services to the County and Towns. County and Towns make no representations or warranties as to a minimum or maximum procurement of Services hereunder.

21. Interpretation. The validity, interpretation and effect of this Agreement shall be determined under Colorado law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts having situs in Summit County, Colorado. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

22. Effective Date. The effective date of this Agreement shall be the date first written above regardless of the date when the Agreement is actually signed by the parties.

23. Prohibitions on Public Contract for Services. As required by C.R.S. §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract, Contractor certifies and agrees as follows:

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract.
- b. The Contractor shall verify or attempt to verify through participation in the E-Verify program, as administered by the United States Department of Homeland Security, that the Contractor does not employ any illegal aliens. If the Contractor

is not accepted into the E-Verify program prior to entering into the Contract, the Contractor shall apply to participate in the Program every three months until the Contractor is accepted or the Contract has been completed, whichever is earlier. Information on applying for the E-Verify program can be found at: <https://www.uscis.gov/e-verify>

- c. The Contractor shall not use the E-Verify program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.
 - i. If the Contractor obtains actual knowledge that a Subcontractor performing work under the Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
 - A. Notify the Subcontractor and the County and Towns within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
 - B. Terminate the Subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (C)(1)(a) of this Contract, the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
 - ii. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to its authority.
- d. If Contractor fails to comply with any requirement of this section, the County and Towns may terminate the Contract for breach and the Contractor shall be liable for actual and consequential damages.

24. Governmental Immunity. The County and Towns do not intend to waive by any provision of this Agreement the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., or any other provision of law.

25. Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **SERVICES AGREEMENT** as of the date first written above.

Squire Patton Boggs(US)LLP

BOARD OF COUNTY COMMISSIONERS
OF SUMMIT COUNTY

By: _____
Peter S. Gould, Managing Partner, Denver Office

By: _____
Scott Vargo, County Manager

TOWN OF BRECKENRIDGE

By: _____
Rick Holman, Town Manager

TOWN OF DILLON

By: _____
Carolyn Skowyra, Mayor

Attest:

Adrienne Stuckey, Town of Dillon Town Clerk

TOWN OF FRISCO

By: _____
Gary Wilkinson, Mayor

TOWN OF SILVERTHORNE

By: _____
Ryan Hyland, Town Manager

ATTACHMENT 2:

RESOLUTION 20-07

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-07**

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE BOARD OF
COUNTY COMMISSIONERS OF SUMMIT COUNTY AND THE TOWNS OF
BRECKENRIDGE, DILLON, FRISCO, AND SILVERTHORNE WITH SQUIRE
PATTON BOGGS FOR FEDERAL AND STATE ADVOCACY SERVICES**

WHEREAS, the Town Council of the Town of Frisco desires to enter into an Agreement between the Board of County Commissioners of Summit County and the Towns of Breckenridge, Dillon, and Silverthorne with Squire Patton Boggs to perform federal and state advocacy services; and

WHEREAS, Squire Patton Boggs desires to perform the subject services on an independent contractor basis serving at the pleasure of all parties; and

WHEREAS, the Towns of Breckenridge, Dillon, Frisco, and Silverthorne and Summit County, Colorado desire to participate in an Agreement ("Agreement") to contract with Squire Patton Boggs; and

WHEREAS, the parties do hereby severally and jointly determine and declare that this Agreement is necessary, proper and convenient for the continued fostering and preservation of the public peace, health and safety; and

WHEREAS, under section 9-3 of the Town Code, the Town Council is authorized to approve a contract for goods or services without a competitive bidding process when, in the opinion of the Council, the goods or services are best obtained from a single source due to specialized skills, knowledge or experience, unique and relevant experience, knowledge of the Town or exceptional qualifications or reputation in the field; and

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

The attached agreement between the Town and Matthew Stais Architects, is hereby approved and the Town Mayor and Town Clerk are hereby authorized to execute the same on behalf of the Town of Frisco.

INTRODUCED, READ AND ADOPTED THIS 14TH DAY OF JANUARY, 2020.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmut, CMC, Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: BILL GIBSON, INTERIM COMMUNITY DEVELOPMENT DIRECTOR
RE: ORDINANCE 20-01, AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING ZONING, BY AMENDING SECTION 5.2.11 THEREOF, CONCERNING TELECOMMUNICATIONS FACILITIES, TO REVISE REGULATIONS CONCERNING SMALL CELL WIRELESS FACILITIES TO CONFORM TO FEDERAL COMMUNICATIONS COMMISSION REQUIREMENTS AND LIMITATIONS.
DATE: JANUARY 14, 2020

Summary and Background: This is the first reading of Ordinance 20-01. The purpose of this ordinance is to revise the Frisco Unified Development Code (UDC) to conform to Federal Communications Commission (FCC) requirements and limitations related to small cell wireless facilities.

Analysis: On September 26, 2018, the FCC adopted Declaratory Ruling and Third Report and Order (FCC 18-133) regarding small cell telecommunications and the acceleration of wireless infrastructure necessary for 5G and other advanced wireless services through the relaxation of regulatory barriers affecting local permit processes. The existing provisions of §180-5.2.11 of the Frisco UDC do not fully comply with the requirements and limitations of this FCC ruling. Therefore, Town Staff is proposing code text amendments, as drafted by the Town Attorney, to bring the UDC into conformance with FCC 18-133.

On December 5, 2019, the Planning Commission forwarded a recommendation of approval to the Town Council for the proposed code amendments.

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

Alignment with Strategic Plan: Adoption of this ordinance aligns with the Quality Core Services strategic priority of the 2019-2020 Town of Frisco Strategic Plan.

Environmental Sustainability: Adoption of this ordinance will have no impact to environmental sustainability as it does not alter any existing environmental review standards or procedures related to telecommunications facilities.

Staff Recommendation: Staff recommends Town Council approve Ordinance 20-01 on first reading.

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

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

Attachments: Ordinance 20-01

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 20-01**

AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING ZONING, BY AMENDING SECTION 5.2.11 THEREOF, CONCERNING TELECOMMUNICATIONS FACILITIES, TO REVISE REGULATIONS CONCERNING SMALL CELL WIRELESS FACILITIES TO CONFORM TO FEDERAL COMMUNICATIONS COMMISSION REQUIREMENTS AND LIMITATIONS.

WHEREAS, pursuant to its home rule authority under Sec. 6 of Article XX of the Colorado Constitution and pursuant to Article 23 of Title 31, C.R.S., the Town of Frisco, Colorado (“Town”) possesses the authority to regulate the zoning of land within its jurisdiction; and

WHEREAS, pursuant to this authority, the Town previously adopted zoning regulations, codified as Chapter 180 of the Code of Ordinances of the Town of Frisco (“Code”); and

WHEREAS, Section 5.2.11 of Chapter 180 governs the zoning of wireless communications facilities, including “small cell” facilities; and

WHEREAS, the Frisco Town Council (“Council”) wishes to amend said Section 5.2.11 to address the recent Ruling and Order of the Federal Communications Commission, affecting small cell wireless facilities; and

WHEREAS, the Council finds and determines that such amendments are desirable in furtherance of the health, safety, convenience, order, prosperity and welfare of the present and future inhabitants of the Town.

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

Section 1. Subsection 5.2.11.I of Chapter 180 of the Code, concerning definitions of terms related to telecommunications facilities, is hereby amended to revise the definition of a “small cell facility” to read as follows:

10. *Small Cell Facility Facilities shall mean either*

(1) shall mean facilities that either:

(a) are mounted on structures 50 feet or less in height including their antennas;

(b) are mounted on structures no more than 10 percent taller than other adjacent structures; or

(c) do not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater; and

(2) Each antenna associated with the deployment is no more than three cubic feet in volume; and

(3) All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume.

~~(1) A personal wireless service facility as defined by the Federal Telecommunications Act of 1996, as amended as of August 6, 2014; or~~

~~(2) A wireless service facility that meets both of the following qualifications:~~

~~a. Antenna is located inside an enclosure of no more than three (3) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than three (3) cubic feet; and~~

~~b. Primary equipment enclosures are not larger than seventeen (17) cubic feet in volume. The following associated equipment may be located outside of the primary equipment enclosure and, if so located, is not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation box, ground-based enclosures, back-up power systems, grounding equipment, power transfer switch, and cut-off switch; or~~

~~(3) A Micro-Cell Facility, as defined in this Section.~~

Section 2. Subsection 5.2.11.J of Chapter 180 of the Code, concerning standards for small cell facilities and networks, is hereby amended to read as follows:

J. Standards for Small Cell Facilities and Networks

1. Applicable Requirements

Small cell facilities and small cell networks, shall comply in all respects with the requirements of this Subsection J., in addition to all other requirements of this Section 5.2.11 applicable to all wireless telecommunication services facilities, with the following exceptions:

- a. Setback;
- b. Design; ~~and~~
- c. Location, and.

- d. Any requirement or standard that an applicant demonstrates to operate in a manner that effectively prohibits or materially inhibits the provision of wireless service within the Town, in the context of the particular proposed application.

2. Location

Small cell facilities are permitted in Town rights-of-way, upon facilities in these rights-of-way and on public easements owned by the Town under the following priority:

- a. First, on a Town-owned utility pole, if any, which shall be removed and replaced with a pole designed to contain all antennae and equipment within the pole to conceal any ground-based support equipment and ownership of which pole is conveyed to the Town.
- b. Second, a Town-owned utility pole with attachment of the small cell facilities in a configuration approved by the Town.
- c. Third, on an existing third-party owned utility pole, (with the consent of the owner thereof), with attachment of the small cell facilities in a configuration approved by the Town.
- d. Fourth, on an existing traffic signal pole or mast arm in a configuration approved by the Town, or in the case of a CDOT facility, by CDOT.
- e. Fifth, on an existing freestanding or ground-mounted facility which meets the definition of and requirements for an alternative tower structure in a location and configuration approved by the Town.
- f. Sixth, on a new freestanding or ground-mounted facility, which meets all applicable requirements and standards of this Section.

3. Height

All small cell facilities shall not exceed two feet above the light pole, traffic signal or other facility or structure to which they are attached, or, for such facilities located outside of the public right-of-way, the lesser of: (a) two feet above the pole or other facility or structure to which they are attached; or (b) the maximum height in the relevant zone district, whichever is less. When new utility poles are proposed as an alternative tower, their height shall be similar to existing utility/light poles in the vicinity.

4. Spacing

No small cell facility shall be located within one thousand feet (1000 ft) of any other such facility or such lesser distance as proven by the applicant to be necessary to locate an operational small cell facility within the Town, given all reasonably available location sites,, existing technology, and other small cell facilities in the vicinity at the time of application.

5. Design Standards

The purpose and goals of these design standards are to: (i) ensure that the design, appearance, and other features of small cell facilities are compatible with nearby land uses; (ii) manage the Town's rights-of-way to ensure traffic safety and coordinate and accommodate various uses; and (iii) protect the integrity of the Town's historic, cultural, and scenic resources and quality of life.

All small cell facilities shall be designed and located to minimize the impact on the surrounding neighborhood and to maintain the character and appearance of the Town, consistent with this Code.

- (i) Camouflage/Concealment. All small cell facilities shall, to the extent possible, use camouflage and concealment techniques designed to minimize or eliminate the visual impact of such facilities to surrounding uses, including, but not limited to the use of materials, colors, textures, screening, undergrounding, or other design options that will blend the facilities to the surrounding natural setting and/or built environment. Design, materials and colors of small cell facilities shall be compatible with the surrounding environment. Designs shall be compatible with structures and vegetation located on the public right-of-way and on adjacent parcels. All visible exterior features of a small cell facility shall be constructed out of or finished with non-reflective metals.
- (ii) Proximity to Residential Uses. Small cell facilities shall be sited in a manner that evaluates the proximity of the facility to residential structures and uses and, to the extent practical, equitably distributes any visual impacts of such facilities among adjacent residential uses and properties.

~~Small cell facilities shall be designed to blend with and be camouflaged in relation to the structure upon which they are located (e.g.: painted to match the structure or same material and color as adjacent utility poles). To the greatest degree possible, support equipment shall be located underground.~~

6. Relocation and Removal

All facilities in Town right-of-way or easements shall be removed and/or relocated at the applicant's expense in the event the Town's use of the right-of-way or easement precludes the continued presence of such facilities.

7. Permitting and Shot Clocks

All small cell facilities and networks shall be reviewed pursuant to the procedure within this Section 5.2.11. Small cell facilities and networks shall also make application for a permit for work in the right-of-way, as applicable. The Town may accept applications for a small cell network, provided each small cell facility shall be separately reviewed. ~~The Town may take up to ninety days to process a complete application.~~ Once determined to be complete by the Community Development Department, an application to locate a small cell facility shall be acted upon: (a) within sixty days, for a facility collocating on an existing structure; or (b) within ninety days, for a facility locating on a new site or structure. For purposes of this subsection, an application to locate a small cell facility means and includes all applications for Town-approvals necessary to locate and operate said facility.

8. Indemnification

The operator of a small cell facility which is permitted to locate on a Town right-of-way or easement or on a Town-owned utility pole, traffic signal or other structure owned by the Town, or within a Town-owned right-of-way or easement, shall, as a condition of permit approval, indemnify the Town from and against all liability and claims arising as a result of that location or attachment, including repair and replacement of damaged poles and equipment, in a form approved by the Town attorney.

9. Bonding

All permits for location of small cell facilities on real property not owned by the small cell permittee shall include as a condition of approval a bond, in form approved by the Town attorney, to guarantee payment for any damages to the real property and removal of the facility upon its abandonment.

10. Permit Timing and Expiration

Notwithstanding the seasonal limitation imposed by Section 87-4 of this Code on excavations, if a small cell facility installation requires an excavation permit in order to complete the facility's installation without undue delay, the Town Manager may permit an excavation permit to be issued if the Manager determines that the welfare of the Town's residents and visitors will not be unnecessarily adversely affected by said excavation. Applicants for small cell installations requiring excavation permits

must state on their application the reasons why such excavation must occur between November 1 and April 14, in order to assist the Manager in making a determination.
A permit for a small cell facility shall expire nine (9) months after approval unless construction of the permitted structure has been initiated, unless extended as a result of the seasonal time limits imposed by Section 87-4.

Section 3. Severability. Should any one or more sections or provisions of this Ordinance be judicially determined to be invalid or unenforceable, such determination shall not affect, impair or invalidate the remaining sections or provisions of this Ordinance, it being the intent of the Town Council of the Town of Frisco that such invalid or unenforceable provisions are severable.

Section 4. Safety Clause. The Town Council hereby finds, determines, and declares that this ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety, and welfare of the public, that this ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare, and that this ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 5. Effective Date. This ordinance shall become effective in accordance with the Home Rule Charter of the Town of Frisco.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS 14TH DAY OF JANUARY, 2020.

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE McBRIDE, ASSISTANT TOWN MANAGER
RE: ORDINANCE 19-24 GRANTING A DEED OF CONSERVATION EASEMENT TO COLORADO OPEN LANDS FOR THE PURPOSE OF THE CONSERVATION OF AN AREA KNOWN AS THE MEADOW CREEK WETLANDS
DATE: JANUARY 14, 2020

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

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

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

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

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

All surveys and legal descriptions of the Meadow Creek Wetlands property are confirmed at this time. The next step to preserve the Meadow Creek Wetlands in perpetuity is for Council to adopt an ordinance dedicating this property as a conservation easement to a land trust to hold the conservation easement and protect the land. Ordinance 19-24 granting a deed of conservation easement to Colorado Open Lands (COL) for the purpose of the conservation of the Meadow Creek Wetlands is before Council at this time. The deed of conservation easement is also attached. The deed and documentation have been reviewed and approved by Thad Renaud, and COL's legal counsel. These documents were approved by Council on first reading on December 10, 2019. No changes to the documents have been made for second reading.

The COL Board of Directors met on December 10, 2019, and approved to close and accept the Meadow Creek Wetlands easement.

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

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

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

Financial Impact: The proposed costs associated with the wetlands mitigation were shared with Council on May 14th and totaled \$360,500. The majority of these costs were associated with the amount of work needed to restore the 1.7-acre Willow Preserve site. By preserving the 10.9-acre parcel instead of restoring the 1.7-acre Willow Preserve site, and doing the 0.4-acre Hawn Drive restoration per the original plan, there is a savings to the budget. Total costs for the surveys, title, wetlands consultant, dirt work, plantings, flood plain analysis, engineering, the

conservation easement, and a contingency are estimated to be ~\$100,000. This amount has been accounted for and budgeted in the 2019 budget under line item 90-9000-4444. Additional funds for the ongoing monitoring of the site and performance standards for the 0.4-acre Hawn Drive are expected to be less than \$5,000 per year and will be budgeted annually in the Marina enterprise fund.

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

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

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

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

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

Attachments:

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

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

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

THIS DEED OF CONSERVATION EASEMENT (“Deed”) is granted on this ___ day of _____, 2020, by TOWN OF FRISCO, COLORADO, a Colorado municipal corporation (“Grantor”), whose address is P.O. Box 4100, Frisco, CO 80443, to COLORADO OPEN LANDS, a Colorado non-profit corporation (“Grantee”), whose address is 1546 Cole Boulevard, Suite 200, Lakewood, Colorado 80401 (individually a “Party” and collectively the “Parties”).

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

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **Restricted Acts and Uses.**

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

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

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

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

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

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

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

9.2. **Liability.**

9.2.1. **Environmental Liability.**

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

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

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

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

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

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

11. **Enforcement.**

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

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

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

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

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

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

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

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

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

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

25. *Liens on the Property.*

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

26. *Grantor's Representations and Warranties.*

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

- 26.2.1. No Hazardous Materials exist or have been generated, treated, stored, used, disposed of, deposited, or transported, in, on, or across the Property; there has been no release or threatened release of any hazardous materials on, at, beneath, or from the Property; and there are no underground storage tanks located on the Property;
 - 26.2.2. Grantor and the Property are in compliance with all federal state, and local laws, regulations, and requirements applicable to the Property and its use;
 - 26.2.3. There is no pending or threatened litigation in any way affecting, involving, or relating to the Property; and
 - 26.2.4. No civil or criminal proceedings or investigations have been threatened or are now pending, and no notices, claims, demands, or orders have been received, arising out of any violation or alleged violation of, or failure to comply with, any federal, state, or local law, regulation, or requirement applicable to the Property or its use.
27. **Acceptance.** Grantee hereby accepts without reservation the rights and obligations created by this Deed for which no goods or services were exchanged or provided.

28. **General Provisions:**

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

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

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

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

[Signature pages follow]

DRAFT

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

By: _____
Gary Wilkinson, Mayor

ATTEST:

By: _____
Deborah Wohlmuth, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020,
by Gary Wilkinson as Mayor of the Town of Frisco, Colorado and by Deborah Wohlmuth as
Town Clerk of the Town of Frisco, Colorado.

Witness my hand and official seal.

My commission expires: _____

Notary Public

DRAFT

EXHIBIT A
Map of the Property

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

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

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

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

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

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

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

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

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

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

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

APPROVED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 14TH DAY OF JANUARY, 2020.

TOWN OF FRISCO, COLORADO

Gary Wilkinson, Mayor

Attest:

Deborah Wohlmuth, CMC, Town Clerk