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Estimated Start Times for items are estimates only - it is recommended to arrive early if there is a particular item of interest on the Agenda, should the Council be running ahead of schedule. Town Council Agendas can legally be amended up until 24 hours prior to the beginning of the scheduled meeting. Please select the "View Meeting Packet & Details" button in this email to check for updates.

**MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
FRISCO TOWN HALL
1 MAIN STREET
FRISCO, COLORADO 80443
OCTOBER 14, 2025
4:00 PM**

WORK SESSION

Agenda Item #1: *Estimated Start Time 4:00PM* - Housing Restrictive Covenant Discussion

Agenda Item #2: *Estimated Start Time 5:30PM* - Xcel Energy's Frisco Thermal Energy Network Pilot Discussion

REGULAR MEETING

Roll Call:

Rick Ihnken, Andy Held, Martin Allen, Robyn Goldstein, Dan Kibbie, Zach Ryan, Elizabeth Skrzypczak-Adrian

Call to Order:

Rick Ihnken, Mayor

Public Comments:

People making Public Comment must state their name and physical address for the record, be topic-specific, and limit comments to three minutes or less. No Council action is taken on Public Comments at Council meetings. Council takes public comments under advisement, and if a Council and/or Staff response is deemed necessary or appropriate, the individual making the comment will receive a formal response from the Town at a later date. It is recommended to sign-in at the Welcome Table at each meeting, and include contact information.

Mayor and Council Comments:

Staff Updates:

Police and Court Activity - August and September 2025

Consent Agenda:

Minutes from September 23, 2025 Meeting

Resolution 25-36: A RESOLUTION TO APPROVE THE CLIMATE ACTION AND RESILIENCY PLAN FOR THE TOWN OF FRISCO

Resolution 25-34: A RESOLUTION FOR OWNER'S ADVISOR AND CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT FOR WELL #7 PFAS TREATMENT FACILITY CONSTRUCTION WITH PLUMMER ASSOCIATES, INC.

Unsheltered in Summit Revocable License Agreement Approval

New Business:

Agenda Item #1: *Estimated Start Time 7:10PM* - 2026 Grant Awards List Approval

Agenda Item #2: *Estimated Start Time 7:15PM* - First Reading Ordinance 25-14: AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF FRISCO FOR 2026

Agenda Item #3: *Estimated Start Time 7:20PM* - First Reading Ordinance 25-15: AN ORDINANCE APPROPRIATING SUMS OF MONEY TO VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSES SET FORTH IN THE ADOPTED BUDGET FOR THE TOWN OF FRISCO FOR 2026

Agenda Item #4: *Estimated Start Time 7:35PM* - First Reading Ordinance 25-18: AN ORDINANCE AMENDING CHAPTER 160 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING TAXATION, BY AMENDING SECTIONS 160-27 AND 160-28, 160-30 THROUGH 160-35, 160-37, 160-40, 160-44, AND 160-46, EACH CONCERNING THE TOWN'S LODGING TAX; IN ORDER TO, WITHOUT SUBSTANTIVE CHANGE, USE THE TERM "LODGING SERVICES" IN LIEU OF "LODGING," AND TO REMOVE A REFERENCE TO ARTICLE I OF CHAPTER 160 TO REMOVE AN AMBIGUITY AND THEREBY CLARIFY, STANDARDIZE, ENSURE TAXPAYER COMPLIANCE AND MAKE MORE EFFICIENT THE REPORTING AND PAYMENT OF LODGING TAXES.

Old Business:

Agenda Item #1: *Estimated Start Time 7:45PM* - Second Reading of: Ordinance 25-12: AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY ("CWRPDA");

AUTHORIZING THE FORM AND EXECUTION OF LOAN AGREEMENT
AND GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN;
AUTHORIZING THE CONSTRUCTION OF PROJECT; PRESCRIBING
OTHER DETAILS IN CONNECTION THEREWITH

Agenda Item #2: *Estimated Start Time 7:50PM* - Second Reading Ordinance 25-11: AN
ORDINANCE AMENDING CHAPTER 110, ARTICLE III, OF THE CODE OF
ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE
LICENSING OF SHORT-TERM RENTAL PROPERTY, BY AMENDING
SECTIONS 110-38, 110-39, 110-40, 110-41, 110-42, AND 110-43
CONCERNING THE ADMINISTRATION OF SHORT-TERM RENTAL
LICENSES

Adjourn:

Questions: townclerk@townoffrisco.com | (970) 668-5276



TO: Mayor and Town Council
FROM: Katie Kent, Community Development Director
RE: *Estimated Start Time 4:00PM - Housing Restrictive Covenant Discussion*
DATE: October 14, 2025

Summary & Background:

The work session on October 14, 2025, is the ninth work session with Council on Housing Restrictive Covenants. Previous work sessions were held:

- August 27, 2024
- September 16, 2024
- December 10, 2024
- January 14, 2025
- May 27, 2025
- June 10, 2025
- July 8, 2025
- August 19, 2025

All previous staff memos and associated attachments can be found at the above linked meetings.

The overall goal of these work sessions is to have the Council determine if they want to create a new standard Housing Restrictive Covenant “Covenant”, and if so, what should be included in this new Covenant. The October 14th work session shall serve as a continuation to the discussion regarding resale calculation and capital improvements. At the August 19th work session, Council decided to continue this discussion requesting Staff provide further analysis of additional percent increases including 3.25%, 3.5%, 3.75%, and 4%. This information has been provided in Attachment 1 along with examples of various percentage increases for capital improvements including 20%, 40%, and 60%.

If the Council provides clear direction on resale calculation and capital improvements, then the Council shall continue to review all topics as outlined below to inform Staff if the direction for each topic has been summarized correctly. If the Council directs Staff to draft a new covenant, it will then be reviewed through the Town’s Attorney and then released for public comment which will be requested through a future Town Council meeting.

At the previous work sessions, Council has discussed various topics within the covenant. Whereas Council did not have unanimous support on how to move forward, the majority of recommended process moving forward is noted in italic font below and may still be discussed by the Council on October 14th or at a later meeting:

- Resale Method. Does the Council want a lottery process, waitlist system implemented or to continue

with the current method articulated in the 2019 covenant? Council supported moving forward with a lottery system.

o If the Council wants to implement a lottery process, what should extra tickets be allowed for?

Council proposed:

- i. One (1) additional ticket for working within Summit County for greater than ten (10) years
- ii. One (1) additional ticket for working the Ten Mile Basin for greater than two (2) years
- iii. One (1) additional ticket for existing owners of a deed restricted housing unit within the Town of Frisco.

- Resale Calculation and Capital Improvements. How should the resale calculation and capital improvements be calculated? The Council is continuing this discussion at the October 14th work session. Council agreed to change the "five year" depreciation schedule to a "ten year" depreciation schedule.

At the August 19th work session, Council continued discussing the effect of resale calculations with various capital improvement valuations. Council decided to continue this discussion requesting Staff provide further analysis of additional percentage increases including 3.25%, 3.5%, 3.75%, and 4%. This information has been provided in Attachment 1 along with examples of various percent increases for capital improvements including 20%, 40%, and 60%. Staff notes that calculations provided are based off the most recent sales price; not initial purchase price.

- Asset Testing. Does the Council want asset testing required in the Covenant? If yes, then to what maximum amount may a buyer have? Council supported moving forward with no asset testing.
- Real Estate Commission. Does the Council want to limit real estate commission within the Covenant? If yes, then to what percentage? Council supported moving forward with a maximum 2% real estate commission.
- Income Buffer. Does the Council want to allow an income buffer within the Covenant? If yes, then to what percentage? On August 19th, Council supported moving forward with a 20% income buffer.
- Initial Purchase Price. Does the Council want to modify the initial purchase price? Council agreed Staff could propose a new initial purchase price method for future discussion.
- Ownership of Other Property. Does the Council want to continue to not allow ownership of other residential property?
 - o Council supported moving forward with a buyer being limited to a maximum of one other property they may own and after purchase, an owner may hold interest in unlimited other property ownership.
 - o On August 19th, Council supported ownership of property outside the State of Colorado for initial purchase and during ownership. Council also requested the definition of "interest" be clarified. If a new covenant is drafted, the Town Attorney will assist Staff will "interest" being defined.
- Employment. Does the Council support requiring employment verification at annual monitoring and ensuring that the covenant continue to require a resident earns his or her living from a business operating in Summit County, by working at such business an average of at least 30 hours per week on an annual basis? Council supported keeping the existing definition of "Resident" in the covenant as is.
- Employment Location Requirement. Does the Council support requiring employment verification at annual monitoring and ensuring that the covenant continue to require a resident earns his or her living from a business operating in Summit County, by working at such business an average of at least 30 hours per week on an annual basis? Council is supportive of this.
- Right to Inspect. Does the Council want a right to inspect clause implemented in the Covenant? Council supported adding a right to inspect clause in the covenant.

A list of public comment received on this topic has been assembled and is included as Attachment 2. Staff requests Council's direction if they would like Staff to respond to public feedback received.

At the October 14th work session, Staff is requesting Council provide guidance on the following topics

within the new Covenant; specifically:

The overarching question remains - does the Council want to pursue a new standard Housing Restrictive Covenant? If yes, the following topics are planned for discussion at the October 14th work session:

- Resale Calculation and Capital Improvements. How should the resale calculation and capital improvements be calculated?

At the August 19th work session, Council requested Staff provide further analysis of additional percent increases including 3.25%, 3.5%, 3.75%, and 4%. This information has been provided in Attachment 1 along with examples of various percentage increases for capital improvements including 20%, 40%, and 60%. Staff notes that calculations provided are based off the most recent sales price; not initial purchase price.

The 2019 Covenant's maximum resale price utilizes a formula that is not to exceed the maximum sales price, as stated on the Summit County Area Median Income (AMI) spreadsheet for that property. A break-down of how you can get to the maximum resale price through the 2019 covenant is as follows:

- Purchase Price
 - Plus 3% a year (not compounded)
 - Plus Qualified Capital Improvements (QCIs)
 - Plus \$ paid for real estate commission
- = a value no greater than the number on the 2025 AMI spreadsheet for that unit type

Frisco is the only Town within Summit County to tie a maximum resale calculation to the AMI spreadsheet price. Community members expressed in August of 2023 that they do not feel that utilizing the Summit County Area Median Income (AMI) allows a spread of resale prices in restricted housing unit since it creates more standard resale prices. There is not consistency throughout the County with regards to resale calculations.

Table 1: Resale Price Examples

TOWN	Development Name	Resale Calculation
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Breckenridge	Blue 52	2% per year, not compounding; plus cost of QCIs; plus sales commission up to 1%
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Dillon	Sail Lofts	The greater of: 1. the Maximum Sales Price in the 2017 AMI chart, based on the purchaser's income and size of the unit, or 2. Initial sale plus 2% fixed appreciation, plus capital improvement costs to a maximum of 3% of the Maximum Resale Price prorated over the 10-year period prior to the sale, plus up to 1.75% in sales commission.
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Silverthorne	Smith Ranch	2% per year, not compounding; plus cost of limited capital improvements, not to exceed 5% of initial purchase price over every 10 year period; plus sales commission up to 1.75%
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Summit County	Dillon Valley Vistas	2% per year, not compounding; plus cost of QCIs, not to exceed 10% of initial purchase price over every 10 year period; plus sales commission up to 1.75%
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In 2024, in response to a Council request, Staff researched additional methods of resale calculations performed throughout local jurisdictions. Similar to Frisco, Breckenridge has received inquiries from owners of homes in certain deed restricted neighborhoods in regards to their appreciation formula; specifically concerning the use of AMI as an index for calculating maximum resale prices. Inserted as Attachment 3 is a brief summary of the evolution of covenants in Breckenridge and more methods of resale calculations performed throughout local jurisdictions.

The SCHA recommendation is to allow qualifying capital improvements up to 10% of the initial

purchase price every 10 years with a depreciation schedule.

Some original covenants allow Qualified Capital Improvements (“QCI”); previously referred to as Permitted Capital Improvements, in a limited manner. These are permitted within some Peak One Neighborhood properties and some South End Village properties. No other covenants within the Town were originally written with allowances for capital improvements.

QCIs are permitted in the 2019 Covenant. These range from a variety of items and depreciate on a five or twenty year schedule. If a property owner asks for QCIs that are for work that required a building permit, and a building permit was not submitted for and/or issued, the owner does not get to use that QCI.

Property owners are given the option to retroactively apply for the permit and show code compliance which would then allow the QCI to be accommodated for. At the July 8th work session, Council agreed to change the “five year” depreciation schedule to a “ten year” depreciation schedule.

Staff has assembled Attachment 1, which shows the increase in unit sale prices if QCIs are permitted at 20%, 40%, or 60% of purchase price. Staff notes that calculations provided are based off the most recent sales price; not initial purchase price.

Table 1: Capital Improvement and Maintenance Replacement Examples

TOWN QCIs

Breckenridge Newer developments allow 3-5% of purchase price to be added for approved maintenance items

Summit County Allowed in a total amount not to exceed 10% of the Initial Purchase Price over every ten years

Frisco 2019 Covenant Allowed on a 5 or 20 year schedule. No maximum cap for amount allowed to calculate unless hit maximum sale price on SCHAs Summit County AMI spreadsheet

Peak One Original Covenants Refer to Attachment 5

South End Village Selected Units are permitted PCIs at 10% of the original sale price of the unit

No matter what the maximum resale calculation is calculated to be, a seller will be required to find a qualified buyer. If they cannot find a qualified buyer for their listed sale price, they will be required to lower their sale price until they find a qualified buyer.

Staff is seeking direction from Council regarding if they want to modify the resale calculation, and if so, how would they like the resale calculation and capital improvements be written into a new covenant.

Background:

Due to Council member turnover between January and April, the Council paused the discussion of Covenants and then resumed with a presentation by Summit Combined Housing Authority (SCHA) on general workforce housing topics at the May 13, 2025 work session. The purpose of inviting the SCHA to present to the Council concerning housing restrictive covenants was to hear about what could be considered the “state of the art” or “best practices” within Summit County and with Frisco being a member of the SCHA, as all of our local jurisdictions have experience with covenants. The SCHA has experience with all of these covenants since they administer portions of the covenants for all the jurisdictions.

Workforce housing units are government subsidized, meaning tax dollars or other development density agreements are used to build or subsidize the building or purchasing of the units. These housing units are priced below market rate and generally are limited so that they do not appreciate at the same rate as market rate homes. Staff have heard Council express the following goals and/or ideas specific to workforce housing:

- Housing local workforce in Summit County
- Stable housing/housing security is essential
- Keep units affordable for future buyers
- Upward mobility, which may or may not mean moving into a market rate home
- Applaud people for success, do not restrict success
- Encourage the upkeep of properties

During the May 13th work session, Corrie Burr, Executive Director for SCHA, also reminded Council that “the primary goal of the 5A fund (Housing Tax 5A Fund) is to enable more local residents to remain in Summit County and for the local businesses to keep a quality workforce resulting in a stronger economy and more robust community.”

The 2019 standard covenant came into effect after public comment was received by select homeowners in the Frisco Peak One Neighborhood expressing concern over the original resale calculation in their covenants. These homeowners requested the resale calculation be modified so that a property could resell for a higher value without using their existing lesser than formula. In response to the request, in 2019, through Resolution 19-27, the Town Council adopted a new Residential Housing Restrictive Covenant and Notice of Lien document which provided a resale calculation that allows owners to potentially sell their property for a value which is an increased value over the previous method. Any homeowner is permitted to opt into the 2019 covenant if they choose to.

The overall topic of replacing the 2019 standard Covenant with a new Covenant began in response to a letter submitted to the Town in 2023 from specific property owners that reside within the Peak One Neighborhood. The request, which does not claim or seek to represent all owners in the Peak One neighborhood, was for Town Council to consider modifying the existing resale calculation; specifically, to allow a deed restricted unit to sell at the price set through Summit Combined Housing Authority coinciding with the AMI unit type, or a 3% appreciation each year plus unlimited capital improvements, whichever is greater. These same owners have also noted concern over the future diversity of sale prices in covenant restricted property because of the way that appreciation is calculated in the 2019 Housing Restrictive Covenant.

Recognizing that there are approximately 155 properties within the Town that have restrictive covenants on them through various development measures, Staff and Council recognize that a new Covenant could potentially affect all 155 properties and this is a community conversation not tied to one neighborhood.

The goal of any modification to the deed restrictions shall be to keep the unit affordable for future buyers, allow the seller flexibility in price that allows for competition among sellers and encourage capital investments to promote upkeep and maintenance of the units. These goals are consistent with what staff have heard Council express about workforce housing over the last eight work sessions on this topic. This was also reiterated during the May 13th work session by Ms. Burr who noted “resale calculations should make every effort to retain affordability over time. It is a balance between owner equity and buyer affordability.”

Analysis:

As noted in the SCHA presentation on May 13th, the “primary goal of the 5A fund is to enable more local residents to remain in Summit County and for local businesses to keep a quality workforce resulting in a stronger economy and more robust community.” It is recommended that the Council ensure that covenants and the associated resale calculations make every effort to retain affordability over time as it is a balance between owner equity and buyer affordability.

The purpose of the October 14th work session is for the Council to continue discussing the topics that are within the Covenant and discuss potential changes. Attachment 4 shows a comparison table stating main topics within the covenant and noting recommendations by the SCHA along with how the topic is addressed within the 2019 covenant.

Financial Impact:

Proposed changes to the covenants may or may not have a financial impact on workforce housing. Staff recommends Council continue to preserve the public investment in covenant restricted workforce housing to ensure that it remains reasonably available to the workforce of the future.

Environmental Sustainability:

Alignment with Strategic Plan:

The 2024 Strategic Plan, includes the strategic objectives of “Support a Thriving Economy”, “Enhance Community Inclusivity”. Within this priority, it is stated to:

- **Diverse Housing:** Offering a variety of housing types to support the workforce and residents.
- **Workforce and Community Support:** This pillar focuses on increasing workforce housing to appropriate levels, supporting increased access to childcare, and continuing to support regional transit and mobility improvements.

The discussion on Housing Restrictive Covenants is consistent with the Strategic Plan and the Town Council’s priorities.

Staff Recommendation:

We, as staff, realize and acknowledge that the results of these conversations and how these topics are represented matter towards how for-sale affordable housing will operate in our Town and operate for owners. We have expertise and experience appropriate to provide the Council information about these topics and lead them through their analysis and decision making. The public and those living under covenant restricted property will also have important input to this process.

Staff will answer the Council's questions with factual information or based on factual information. If we are asked to give recommendations, we will do so. Ultimately, it’s this collective work that may bring forward a new standard Housing Restrictive Covenant for consideration by the Council and the citizens of Frisco.

Our work in the affordable housing arena, with the SCHA, our direction from the Town Council and our strategic plan leads us to opinions and conclusions about these topics. We are attempting with our best efforts not to bias the Council's thought processes on these topics and provide factual information for the Council to consider. The Council's conclusions on these topics will be the policy of Frisco.

Staff reminds Council that the current covenant has been in place since 2019. It is at Council’s discretion if they want to implement a new standard Covenant. Council is not required to make any changes.

Following this work session, additional work sessions on the topics may be scheduled with Council as most appropriate, as well as additional meetings to welcome community input. If a new Covenant is proposed, the draft language will be thoroughly reviewed by the Town Attorney prior to moving forward with adoption. Such an adoption takes place through a Resolution by Council.

Reviews and Approvals:

Katie Kent, Community Development Director
Diane McBride, Assistant Town Manager
Tom Fisher, Town Manager

Created/Initiated - 10/9/2025

Approved - 10/9/2025

Final Approval - 10/9/2025

Attachments:

1. Attachment 1 - Resale and Capital Improvement Percentage Calculation Examples
2. Attachment 2 - Public Comment Summary (Through September 2, 2025)
3. Attachment 3 - Resale Calculation Examples
4. Attachment 4 - SCHAs and 2019 Covenant Version Comparison Table
5. Attachment 5 - Peak One Neighborhood Permitted Capital Improvement Categories
6. Attachment 6 - Housing Restrictive Covenant Part 9 Slide Deck

			RESALE CALCULATIONS							CAPITAL IMPROVEMENTS			
Num BedR ms	Last_Sale_Price	AMI	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5%	Purchase + 3.75%	Purchase + 4%	2025 AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price
2	\$207,300.00	80	\$266,380.50	\$295,920.75	\$303,305.81	\$310,690.88	\$318,075.94	\$325,461.00	\$ 317,917.00	\$110,617.00	\$41,460.00	\$62,190.00	\$82,920.00
2	\$210,000.00	80	\$260,750.00	\$286,125.00	\$292,468.75	\$298,812.50	\$305,156.25	\$311,500.00	\$ 317,917.00	\$107,917.00	\$42,000.00	\$63,000.00	\$84,000.00
2	\$208,000.00	80	\$256,186.67	\$280,280.00	\$286,303.33	\$292,326.67	\$298,350.00	\$304,373.33	\$ 317,917.00	\$109,917.00	\$41,600.00	\$62,400.00	\$83,200.00
2	\$241,043.00	80	\$286,439.43	\$309,137.65	\$314,812.20	\$320,486.76	\$326,161.31	\$331,835.86	\$ 317,917.00	\$76,874.00	\$48,208.60	\$72,312.90	\$96,417.20
2	\$255,500.00	80	\$297,657.50	\$318,736.25	\$324,005.94	\$329,275.63	\$334,545.31	\$339,815.00	\$ 317,917.00	\$62,417.00	\$51,100.00	\$76,650.00	\$102,200.00
2	\$282,656.00	80	\$298,673.17	\$306,681.76	\$308,683.91	\$310,686.05	\$312,688.20	\$314,690.35	\$ 317,917.00	\$35,261.00	\$56,531.20	\$84,796.80	\$113,062.40
2	\$274,533.00	80	\$289,632.32	\$297,181.97	\$299,069.39	\$300,956.80	\$302,844.22	\$304,731.63	\$ 317,917.00	\$43,384.00	\$54,906.60	\$82,359.90	\$109,813.20
2	\$277,935.00	80	\$288,125.95	\$293,221.43	\$294,495.29	\$295,769.16	\$297,043.03	\$298,316.90	\$ 317,917.00	\$39,982.00	\$55,587.00	\$83,380.50	\$111,174.00
2	\$295,937.00	80	\$306,294.80	\$311,473.69	\$312,768.42	\$314,063.14	\$315,357.87	\$316,652.59	\$ 317,917.00	\$21,980.00	\$59,187.40	\$88,781.10	\$118,374.80
			RESALE CALCULATIONS							CAPITAL IMPROVEMENTS			
Num BedR ms	Last_Sale_Price	AMI_ Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price
1	\$228,500.00	100	\$291,337.50	\$322,756.25	\$330,610.94	\$338,465.63	\$346,320.31	\$354,175.00	\$ 334,535.00	\$106,035.00	\$45,700.00	\$68,550.00	\$91,400.00
1	\$115,000.00	100	\$138,191.67	\$149,787.50	\$152,686.46	\$155,585.42	\$158,484.38	\$161,383.33	\$ 334,535.00	\$219,535.00	\$23,000.00	\$34,500.00	\$46,000.00
1	\$258,000.00	100	\$309,600.00	\$335,400.00	\$341,850.00	\$348,300.00	\$354,750.00	\$361,200.00	\$ 334,535.00	\$76,535.00	\$51,600.00	\$77,400.00	\$103,200.00
1	\$270,000.00	100	\$322,650.00	\$348,975.00	\$355,556.25	\$362,137.50	\$368,718.75	\$375,300.00	\$ 334,535.00	\$64,535.00	\$54,000.00	\$81,000.00	\$108,000.00
1	\$270,000.00	100	\$322,650.00	\$348,975.00	\$355,556.25	\$362,137.50	\$368,718.75	\$375,300.00	\$ 334,535.00	\$64,535.00	\$54,000.00	\$81,000.00	\$108,000.00
1	\$247,307.00	100	\$278,632.55	\$294,295.33	\$298,211.02	\$302,126.72	\$306,042.41	\$309,958.11	\$ 334,535.00	\$87,228.00	\$49,461.40	\$74,192.10	\$98,922.80
1	\$499,000.00	100	\$537,256.67	\$556,385.00	\$561,167.08	\$565,949.17	\$570,731.25	\$575,513.33	\$ 334,535.00	-\$164,465.00	\$99,800.00	\$149,700.00	\$199,600.00
1	\$545,000.00	100	\$583,150.00	\$602,225.00	\$606,993.75	\$611,762.50	\$616,531.25	\$621,300.00	\$ 334,535.00	-\$210,465.00	\$109,000.00	\$163,500.00	\$218,000.00
1	\$555,000.00	100	\$590,150.00	\$607,725.00	\$612,118.75	\$616,512.50	\$620,906.25	\$625,300.00	\$ 334,535.00	-\$220,465.00	\$111,000.00	\$166,500.00	\$222,000.00
1	\$380,636.00	100	\$389,517.51	\$393,958.26	\$395,068.45	\$396,178.64	\$397,288.83	\$398,399.01	\$ 334,535.00	-\$46,101.00	\$76,127.20	\$114,190.80	\$152,254.40
			RESALE CALCULATIONS							CAPITAL IMPROVEMENTS			
Num BedR ms	Last_Sale_Price	AMI_ Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price
2	\$230,808.00	100	\$315,052.92	\$357,175.38	\$367,706.00	\$378,236.61	\$388,767.23	\$399,297.84	\$ 418,294.00	\$187,486.00	\$46,161.60	\$69,242.40	\$92,323.20
2	\$213,300.00	100	\$286,177.50	\$322,616.25	\$331,725.94	\$340,835.63	\$349,945.31	\$359,055.00	\$ 418,294.00	\$204,994.00	\$42,660.00	\$63,990.00	\$85,320.00
2	\$313,646.00	100	\$348,147.06	\$365,397.59	\$369,710.22	\$374,022.86	\$378,335.49	\$382,648.12	\$ 418,294.00	\$104,648.00	\$62,729.20	\$94,093.80	\$125,458.40
2	\$319,448.00	100	\$350,327.97	\$365,767.96	\$369,627.96	\$373,487.95	\$377,347.95	\$381,207.95	\$ 418,294.00	\$98,846.00	\$63,889.60	\$95,834.40	\$127,779.20
2	\$357,450.00	100	\$384,258.75	\$397,663.13	\$401,014.22	\$404,365.31	\$407,716.41	\$411,067.50	\$ 418,294.00	\$60,844.00	\$71,490.00	\$107,235.00	\$142,980.00
2	\$355,582.00	100	\$376,324.28	\$386,695.43	\$389,288.21	\$391,881.00	\$394,473.78	\$397,066.57	\$ 418,294.00	\$62,712.00	\$71,116.40	\$106,674.60	\$142,232.80
2	\$274,619.00	100	\$330,000.50	\$357,691.25	\$364,613.93	\$371,536.62	\$378,459.31	\$385,382.00	\$ 418,294.00	\$143,675.00	\$54,923.80	\$82,385.70	\$109,847.60

			RESALE CALCULATIONS									CAPITAL IMPROVEMENTS		
Num BedR ms	Last_Sale_Price	AMI_ Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price	
3	\$199,700.00	100	\$276,584.50	\$315,026.75	\$324,637.31	\$334,247.88	\$343,858.44	\$353,469.00	\$ 496,514.00	\$296,814.00	\$39,940.00	\$59,910.00	\$79,880.00	
3	\$386,686.00	100	\$415,687.45	\$430,188.18	\$433,813.36	\$437,438.54	\$441,063.72	\$444,688.90	\$ 496,514.00	\$109,828.00	\$77,337.20	\$116,005.80	\$154,674.40	
3	\$432,238.00	100	\$463,935.45	\$479,784.18	\$483,746.36	\$487,708.54	\$491,670.73	\$495,632.91	\$ 496,514.00	\$64,276.00	\$86,447.60	\$129,671.40	\$172,895.20	
3	\$422,122.00	100	\$453,077.61	\$468,555.42	\$472,424.87	\$476,294.32	\$480,163.78	\$484,033.23	\$ 496,514.00	\$74,392.00	\$84,424.40	\$126,636.60	\$168,848.80	
3	\$415,956.00	100	\$433,287.50	\$441,953.25	\$444,119.69	\$446,286.13	\$448,452.56	\$450,619.00	\$ 496,514.00	\$80,558.00	\$83,191.20	\$124,786.80	\$166,382.40	
3	\$441,740.00	100	\$460,145.83	\$469,348.75	\$471,649.48	\$473,950.21	\$476,250.94	\$478,551.67	\$ 496,514.00	\$54,774.00	\$88,348.00	\$132,522.00	\$176,696.00	
3	\$479,441.00	100	\$496,221.44	\$504,611.65	\$506,709.21	\$508,806.76	\$510,904.32	\$513,001.87	\$ 496,514.00	\$17,073.00	\$95,888.20	\$143,832.30	\$191,776.40	
3	\$370,558.00	100	\$380,439.55	\$385,380.32	\$386,615.51	\$387,850.71	\$389,085.90	\$390,321.09	\$ 496,514.00	\$125,956.00	\$74,111.60	\$111,167.40	\$148,223.20	
3	\$322,900.00	100	\$398,781.50	\$436,722.25	\$446,207.44	\$455,692.63	\$465,177.81	\$474,663.00	\$ 496,514.00	\$173,614.00	\$64,580.00	\$96,870.00	\$129,160.00	
3	\$339,900.00	100	\$407,880.00	\$441,870.00	\$450,367.50	\$458,865.00	\$467,362.50	\$475,860.00	\$ 496,514.00	\$156,614.00	\$67,980.00	\$101,970.00	\$135,960.00	
			RESALE CALCULATIONS									CAPITAL IMPROVEMENTS		
Num BedR ms	Last_Sale_Price	AMI_ Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price	
3	\$428,900.00	120	\$526,832.17	\$575,798.25	\$588,039.77	\$600,281.29	\$612,522.81	\$624,764.33	\$ 612,670.00	\$183,770.00	\$85,780.00	\$128,670.00	\$171,560.00	
3	\$415,900.00	120	\$500,466.33	\$542,749.50	\$553,320.29	\$563,891.08	\$574,461.88	\$585,032.67	\$ 612,670.00	\$196,770.00	\$83,180.00	\$124,770.00	\$166,360.00	
3	\$457,840.00	120	\$537,962.00	\$578,023.00	\$588,038.25	\$598,053.50	\$608,068.75	\$618,084.00	\$ 612,670.00	\$154,830.00	\$91,568.00	\$137,352.00	\$183,136.00	
3	\$570,826.00	120	\$603,172.81	\$619,346.21	\$623,389.56	\$627,432.91	\$631,476.26	\$635,519.61	\$ 612,670.00	\$41,844.00	\$114,165.20	\$171,247.80	\$228,330.40	
3	\$359,900.00	120	\$466,670.33	\$520,055.50	\$533,401.79	\$546,748.08	\$560,094.38	\$573,440.67	\$ 612,670.00	\$252,770.00	\$71,980.00	\$107,970.00	\$143,960.00	
3	\$362,900.00	120	\$462,092.67	\$511,689.00	\$524,088.08	\$536,487.17	\$548,886.25	\$561,285.33	\$ 612,670.00	\$249,770.00	\$72,580.00	\$108,870.00	\$145,160.00	
3	\$379,900.00	120	\$488,171.50	\$542,307.25	\$555,841.19	\$569,375.13	\$582,909.06	\$596,443.00	\$ 612,670.00	\$232,770.00	\$75,980.00	\$113,970.00	\$151,960.00	
3	\$446,900.00	120	\$538,514.50	\$584,321.75	\$595,773.56	\$607,225.38	\$618,677.19	\$630,129.00	\$ 612,670.00	\$165,770.00	\$89,380.00	\$134,070.00	\$178,760.00	
			RESALE CALCULATIONS									CAPITAL IMPROVEMENTS		
Num BedR ms	Last_Sale_Price	AMI_ Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price	
3	\$446,900.00	160	\$551,921.50	\$604,432.25	\$617,559.94	\$630,687.63	\$643,815.31	\$656,943.00	\$ 844,981.00	\$398,081.00	\$89,380.00	\$134,070.00	\$178,760.00	
3	\$466,400.00	160	\$572,894.67	\$626,142.00	\$639,453.83	\$652,765.67	\$666,077.50	\$679,389.33	\$ 844,981.00	\$378,581.00	\$93,280.00	\$139,920.00	\$186,560.00	
3	\$485,280.00	160	\$571,012.80	\$613,879.20	\$624,595.80	\$635,312.40	\$646,029.00	\$656,745.60	\$ 844,981.00	\$359,701.00	\$97,056.00	\$145,584.00	\$194,112.00	
3	\$471,700.00	160	\$593,555.83	\$654,483.75	\$669,715.73	\$684,947.71	\$700,179.69	\$715,411.67	\$ 844,981.00	\$373,281.00	\$94,340.00	\$141,510.00	\$188,680.00	

Public Comment as of September 2, 2025

Town Council has received public comments in email and verbal form throughout the discussion. Each packet includes written correspondence received since the last meeting. Comments made at Town Council meetings can be referenced on previous recordings and/or minutes.

- Corrie Burr, SCHA, July 2, 2025
- Alex Beach:
 - September 24, October 10, November 12, December 10 2024, January 14, January 28, 2025, February 25, March 11, May 13, May 27, June 10, June 24, July 22, August 19, August 26, 2025 Town Council meeting public comment
 - October 22, November 18, 2024, January 11, April 11, May 28, 2025 written comment
- Nate Hill: June 24, 2025 Town Council meeting public comment
- Catie Tobin: June 11, 2025 written correspondence
- Lina Lesmes: June 10, 2025 Town Council meeting public comment
- Karyn Blanc:,
 - May 24, 2025 written comment
 - May 27, 2025 Town Council meeting public comment
 - August 19, 2025 Town Council written comment
- Katrin Laird Anderson:
 - May 23, May 28, 2025 written comment
 - May 27, 2025 Town Council meeting public comment
 - August 19, 2025 Town Council written comment
- Tony Marzo, May 24, 2025 written comment
- Vincent Monarca, May 27, 2025 written comment
- Kim Orr, May 27, 2025 written comment
- Jack Wilkinson:
 - May 27, May 28, May 29, 2025 written comment
 - May 27, 2025 Town Council meeting public comment
- Melissa Sherburne:
 - May 27, 2025 written comment
 - May 27, 2025 Town Council meeting public comment
 - August 19, 2025 Town Council meeting public comment
- Peak One Board of Directors: January 13, 2023, August 24, 2024, December 10, 2024, August 19, 2025
- Dave Sherman: January 14, 2025 Town Council meeting public comment
- Sarah (last name not given): January 14, 2025 Town Council meeting public comment
- Darien (last name not given): January 14, 2025 Town Council meeting public comment
- Mary Sherman: January 14, 2025 Town Council meeting public comment
- Kimberly Jackson: December 10, 2024 Town Council meeting public comment
- Alex Fitch, September 9, 2024 written comment
- CB Bechtel, May 27, 2025 Town Council meeting public comment
- Bo Duffy: May 27, 2025 Town Council meeting public comment
- Spencer Wilson: May 27, 2025 Town Council meeting public comment

- Robyn Paulakolis: May 27, 2025 Town Council meeting public comment
- Jenny Valone: May 27, 2025 Town Council meeting public comment
- Carla Wayland: May 27, 2025 Town Council meeting public comment
- Derek Linsey: May 27, 2025 Town Council meeting public comment
- Bonnie Lehman: May 27, 2025 Town Council meeting public comment
- Lisa May: May 27, 2025 Town Council meeting public comment
- Colleen Bechtel:
 - May 27, 2025 Town Council meeting public comment
 - August 19, 2025 Town Council meeting public comment
- Kate Hudnut: May 27, 2025 Town Council meeting public comment
- Tom Oberheide: May 27, 2025 Town Council meeting public comment
- Lauren Hitchell:
 - May 27, 2025 Town Council meeting public comment
 - August 19, 2025 Town Council meeting public comment
- Jessie Burley: May 27, 2025 Town Council meeting public comment
- Noah Lehman, August 19, 2025 Town Council meeting public comment
- Kent Willis, August 19, 2025 Town Council meeting public comment
- Jamie Callahan, August 19, 2025 Town Council meeting public comment
- Hannah Leto, August 19, 2025 Town Council meeting public comment

ATTACHMENT 3: EVOLUTION OF BRECKENRIDGE COVENANTS AND TABLE 1, RESALE PRICE CALCULATIONS

Breckenridge Annexation Phase:

The earliest covenant for a 'for sale' neighborhood was the original Wellington template in 1999 for the first 98 units. The goal for Wellington 1 was to target 100% AMI and allow the developer to use market rate units to cover the gap. There was minimal Town subsidy in the project (fee waivers and value of density, but no cash or land). The key components of the covenant included:

- Appreciation formula and resale cap
 - greater of 3% or AMI change
 - real estate commission of 7%
 - capital improvements 15% of purchase price
- Work 30 hours a week
- Owner Occupancy

Vista Point was Breckenridge's second largest 'for sale' neighborhood in 2002 (18 units) and it generally mirrored Wellington but with an even high appreciation formula (sum of annual increase in AMI, never lower than 4% a year with 7% realtor commission and 15% capital improvement. When the Town started negotiating Phase 2 of Wellington in 2006 (66 units) they tightened up the resale formula and added some income testing. The goal was to include a few lower (80% AMI units), reduce price creep by lowering real estate and capital improvements, and match units to the right AMI:

- Appreciation formula and resale cap
 - Greater of 3% or AMI change
 - Real estate commission of 3%
 - Capital improvements 10% of purchase price
- Work 30 hours
- Owner Occupancy
- Income Cap for the lower priced 80% AMI triplexes

For the last phase of Wellington-Lincoln Park in 2014 (62 units) there were no significant changes to the formulas/restrictions, and those general terms were also used for Vista Point which was also built by the private section with minimal Town subsidy and targeting a higher AMI.

One exception to the early annexation projects was Gibson Heights which was built by SCHAs in 2002 and because of the public sector participation the target was 80% AMI and minimizing price creep was a high priority, so appreciation was capped at lessor of 3% or AMI and real estate was 3%.

After the early annexations, the Town of Breckenridge became more involved in subsidizing housing, got away from using market rate units to cover the gap, instead relying on public sector for land and for cash subsidy. This included Valley Brook in 2010 and Blue 52 in 2017 and the new standard became:

- Appreciation formula and resale cap
 - Lessor of 3% or AMI change
 - Real estate commission of 2%
 - Capital improvements 10% of purchase price

Breckenridge then got away from 'for sale' for a while, until Stables Village. The Stables Village covenant (2023) reflect their most current restrictions and might be best template going forward:

- Appreciation formula and resale cap
 - Fixed Rate of 3%
 - Real estate commission of 2%
 - Capital improvements 10% of purchase price
- Work 30 hours
- Owner Occupancy
- Income Cap for the lower priced Townhomes-priced at 80 and 110% will be tested at 140% (required per Grant)

Additionally, Breckenridge offers owners with older covenant to opt into their preferred template:

- Appreciation formula and resale cap
 - Fixed Rate of 2%
 - Real estate commission of 3%
 - Capital improvements 10% of purchase price
- Work 30 hours
- Owner Occupancy
- Income Cap for the lower priced

In summary for Breckenridge, the terms and level of restriction has continued to change over time and to some degree depends on the amount of Town subsidy/participation in the project. They had a study performed to try and understand price creep, but that study seemed to conclude that price creep was related more to capital improvements than the appreciation formula. More recently, after discussion with Council, there was strong preference for a fixed rate of appreciation (2 or 3%) because of multiple concerns with AMI which include:

- Owners deserve some predictability in the appreciation formula-AMI is not predictable. Breckenridge has seen HUD change their methodology (2006) so using AMI as an indicator of change over time isn't reliable
- AMI is also not an accurate reflection of local incomes (buying power) because only the incomes from related households is included in their analysis, so lower price roommate situations are not included in the sample. It over exaggerates income. They had a consultant tell them that incomes were probably 10-20% lower than HUD would indicate.
- There is worry that many lower income households may not be included in the HUD sample for various reasons (language, documentation status, etc.)
- HUD AMI is old when it is released and doesn't reflect real time. It is based on data that is 5 years old in some case, so in their experience HUD will show incomes increasing during times when they locally are experiencing obvious declines and vice versa.

Table 1 illustrates more methods of resale calculations performed throughout local jurisdictions:

Table 1: Resale Price Examples

TOWN	Development Name	Resale Calculation
Summit County	Ophir Mountain Village and Soda Creek Condos and West Hills	2% per year, not compounding; plus cost of QCIs, not to exceed 10% of initial purchase price over every 10 year period; plus sales commission up to 1.75%
Breckenridge	Blue 52	2% per year, not compounding; plus cost of QCIs; plus sales commission up to 1%
Dillon	Sail Lofts	The greater of: 1. the Maximum Sales Price in the 2017 AMI chart, based on the purchaser's income and size of the unit, or 2. Initial sale plus 2% fixed appreciation, plus capital improvement costs to a maximum of 3% of the Maximum Resale Price prorated over the 10-year period prior to the sale, plus up to 1.75% in sales commission.
Silverthorne	Smith Ranch	2% per year, not compounding; plus cost of limited capital improvements, not to exceed 5% of initial purchase price over every 10 year period; plus sales commission up to 1.75%
Summit County	Dillon Valley Vistas	2% per year, not compounding; plus cost of QCIs, not to exceed 10% of initial purchase price over every 10 year period; plus sales commission up to 1.75%
Frisco	2019 Covenant	Purchase Price plus 3% a year not compounded plus Qualified Capital Improvements (QCIs) plus \$ paid for real estate commission = a value no greater than the number on the 2024 AMI spreadsheet for that unit type
Frisco	South End Village	The Maximum Resale Price of a Unit may not exceed the greater of: a. the Purchase Price paid by the Owner for the Unit, plus an increase of three percent (3%) of such Purchase Price per year from the date of the Owner's purchase of the Unit to the date of the Owner's execution of the listing contract, compounded annually (prorated at the rate of 1 ½ for each whole month), plus real estate commissions not to exceed five percent (5%) of the Purchase Price if the Unit is sold by the Owner within one year of such Owner's purchase of the Unit; and b. the Purchase Price paid by the Owner for the Unit, plus a percentage increase equal to the percentage increase in the Area Median Income

		from the date of the Owner's purchase of the Unit to the date of the Owner's execution of the listing contract, compounded (prorated at the rate of 1/12 for each whole month), plus real estate commissions not to exceed five percent (5%) of the Purchase Price if the Unit is sold by the Owner within one year of such Owner's purchase of the Unit.
Frisco	Main Street Commons	A. The Maximum Resale Price of a Property shall be equal to the sum of: the lesser of: a. the Purchase Price paid by the Owner for the Property, plus an increase of three percent (3%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually; or b. the Purchase Price paid by the Owner for the Property, plus a percentage increase equal to the percentage increase in the Area Median Income from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract (prorated at the rate of 1/12 for each whole month), such percentage increase to not be compounded annually. (2) Plus the amount of any commission payable to the SCHA.
Frisco	Bears Den	The Maximum Resale Price of a Unit may not exceed the greater of: a. the Purchase price paid by the Owner for the Unit, plus an increase of five percent (5%) of such Purchase price per year from the date of the Owner's purchase of the Unit to the date of the Owner's execution of the listing contract, compounded annual (prorated at the rate of 1/12 for each whole month); or b. the Purchase price paid by the Owner for the Unit, plus a percentage increase equal to the percentage increase in the Summit County Area Median Income (AMI), as published by the U. S. Department of Housing and Urban Development (or any successor index thereto acceptable by the Town) from the date of the Owner's purchase of the Unit to the date of the Owner's execution of the listing contract. If AMI data pertaining to the date of

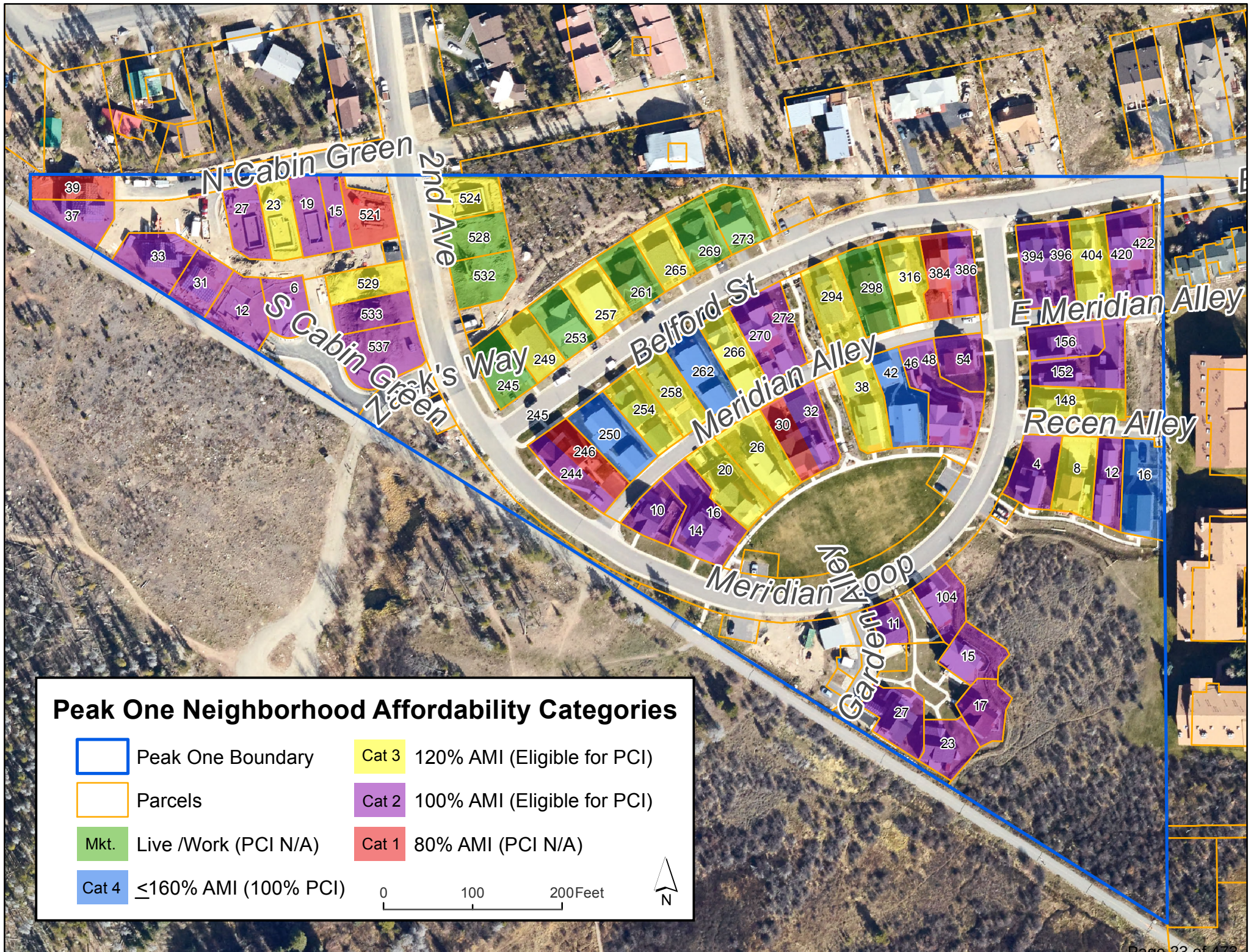
		the listing contract is yet not available as of the date the resale price is calculated, then the most recent data published by the U. S. Department of Housing and Urban Development shall be used in its place.
Frisco	Majority of Original Peak One Neighborhood	A. The Maximum Resale Price of a Property shall be equal to the sum of: (1) The lesser of: a. the Purchase Price paid by the Owner for the Property, plus an increase of three percent (3%) of such Purchase Price per year (prorated at the rate of 1/12 for each whole month) from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract, such percentage increase to not be compounded annually; or b. the Purchase Price paid by the Owner for the Property, plus a percentage increase equal to the percentage increase in the Area Median Income from the date of the Owner's purchase of the Property to the date of the Owner's execution of the listing contract (prorated at the rate of 1/12 for each whole month), such percentage increase to not be compounded annually. (2) Plus the cost of the Permitted Improvements approved by the SCHA or the Town. (3) Plus the amount of any commission payable to the SCHA.

ATTACHMENT 4: COMPARISON TABLE BETWEEN SCHA RECOMMENDATION AND 2019 COVENANT LANGUAGE

TOPIC	SCHA RECOMMENDATION	2019 COVENANT LANGUAGE
Resale Method	Lottery with thoughtful priority entries	Public listing then seller chooses qualified buyer (must choose someone working in the Town of Frisco in the first 30 days, otherwise open to workforce in the County)
Resale Calculation	2% or 3% not compounded	3% not compounded plus real estate commission plus QCIs at a total not to exceed the AMI chart
Asset Testing	Not recommended; if utilize, use the value of the property	Not required or referenced
Capital Improvement	10% of initial purchase price every 10 years with depreciation schedule	Permitted with 5 and 20 year depreciation schedules
Real Estate Commission	2% maximum	Unlimited until exceeds AMI chart
Income Buffer	20%-40% recommended	If there are no qualified buyers in first 30 days then a 20% income buffer is added (which creates a buffer only for those working outside the Town of Frisco since the first 30-days are held for those working in the Town limits)
Covenant modifications allowed for new development	yes	Not unless returning to Council
References to AMI Chart	Only for income, setting rental rates, and for sale proforma for new projects	Income, rental rates, resale maximum price
Right to Inspect	Recommend having	Not required or referenced
Employment Location	Working within Summit County	30-day priority period to Ten Mile Basin
Initial Purchase Price		Purchase Price that shall be determined by the SCHA or the Town as follows: (a) The number of bedrooms within the Property shall be determined and that number of bedrooms shall, in turn, determine the size of the household for which the Area Median Income shall be determined as follows: (i) for a one-bedroom dwelling unit, a 1.5 person household; (ii) for a two-bedroom dwelling unit, a 3 person household; (iii) for a three-bedroom dwelling unit, a 4.5 person household; and (iv) for a four-bedroom unit, a 6 person household; (b) The Area Median Income for a household of a size determined in accordance with subpart (a) above shall be determined;

		(c) The amount of Area Median Income determined in accordance with subpart (b) above shall be divided by twelve (12), and the number derived shall then be multiplied by .30 to determine the total dollar amount available to the household on a monthly basis for the payment of principal, interest, taxes, insurance and homeowner's association dues in connection with the purchase of the Property; (d) The amount of \$350 shall be subtracted from the total dollar amount available to the household on a monthly basis (as determined in accordance with subpart (c) above) in order to determine the total dollar amount available to the household on a monthly basis for the payment of principal and interest on a mortgage loan for purchase of the Property; (e) The total dollar amount available to the household on a monthly basis (as determined in accordance with subpart (d) above) shall be used to determine the Purchase Price, through extrapolation, by determining the maximum loan amount that said dollar amount will support, assuming a mortgage loan with a standard amortization schedule, a term of thirty (30) years (360 months), an annual interest rate of ____% and a 90% loan to value ratio; and (f) The interest rate to be used to perform the calculation described in subpart (e) above shall be the greater of: (1) the actual interest rate obtained by the Eligible Household for purchase of the Property with a mortgage loan with a term of thirty (30) years; and (2) the interest rate determined by calculating, from data published by the Federal Home Loan Mortgage Corporation, the average interest rate, for the preceding ten (10) calendar years, for a thirty-year fixed rate loan, and adding thereto 1.5%.
Definition of Resident	Not Discussed	"Resident" means a person and his or her Dependents, if any, who (i) at the time of purchase of a Unit and all times during ownership or occupancy of the Property, <u>earns his or her living from a business operating in Summit County, by working at such business an average of at least 30 hours per week on an</u>

		<u>annual basis</u>. A person shall remain a Resident regardless of his or her working status, so long as he or she has owned and occupied the Property, or other real property within Summit County that is deed restricted for affordability, for a time period of not less than seven (7) years. The term “business” as used in this Article I, Subsection M, and Section 5.1.B. shall mean an enterprise or organization providing goods and/or services, whether or not for profit, and shall include, but not be limited to, educational, religious, governmental and other similar institutions
Ownership of other property	Not Discussed	<u>Ownership Interest in Other Residential Property</u>. Except with respect to a non-qualified Owner permitted to purchase the Property as set forth in Section 5.1.B, if at any time the Owner also owns any interest alone or in conjunction with others in any other developed residential property, the Owner shall immediately list such other property interest for sale and sell his or her interest in such property. In the event said other property has not been sold by the Owner within one hundred (120) days of its listing required hereunder, then the Owner shall immediately list the Property for sale pursuant to the provisions of this Restriction. It is understood and agreed between the parties hereto that, in the case of an Owner whose business is the construction and sale of residential properties or the purchase and resale of such properties, the properties which constitute inventory in such Owner’s business shall not constitute “other developed residential property” as that term is used in this Article.





PLANNING DIVISION

Permitted Capital Improvement Agreement – Peak One Neighborhood

Project _____

APPLICANT INFORMATION

Property Owner _____

Mailing Address _____ Email Address _____

Street/P.O. Box _____ City _____ State _____ Zip Code _____

Street Address _____

Telephone _____

Home _____ Work _____ Mobile _____

Legal Address of Property: Lot _____ Block _____ Subdivision _____

PROJECT INFORMATION

Permitted Capital Improvements (PCI) include addition of a garage, storage space, improvements of unfinished space or energy efficiency improvements and may be made by Ten Mile Partners prior to the initial sale of the unit or by the resident after purchase. Upon resale, resident may add the cost of the PCI up to the PCI cap to the resale price as outlined below:

Check One

- _____ Category 1: Zero. These homes may not add any of the cost of PCI to their resale price.
- _____ Category 2: A one time amount equal to the targeted price for the year in which the home was originally sold less the actual base price of the home (not including PCI cost).
- _____ Category 3: A one time amount equal to 10% of the original base purchase price of the home (not including PCI cost)
- _____ Category 4: No cap on PCI. These homes may add 100% of the PCI cost to the resale price.

Detailed Summary of Permitted Improvement: _____

For Staff Use

Date of Purchase Price by Original Owner: _____

Category 2

Targeted Sale Price _____

Original Base Purchase Price - _____

Permitted Improvement Reimbursement = _____

Category 3

Original Base
Purchase Price _____

x 10% _____

Permitted Improvement
Reimbursement = _____

Category 4

Permitted Improvement
Cost _____

Building Permit Number _____ Date of CO _____

Detailed receipts of actual costs of the permitted Improvements must be submitted to the Town in order to be fully reimbursed at the time of resale.

Property Owners Signature _____ Date _____

Frisco Town Staff Signature _____ Date _____

For Office Use Only:

Approved _____ Disapproved _____ Date _____ Staff _____

Affordability Benchmarks
FINAL 4-22-2013
2013 AMI

Unit Mix	Approximate Square Feet	Category 1 2 Bedroom AMI≤80%	Category 2 2 Bedroom AMI≤100%	Category 2 3 Bedroom AMI≤100%	Category 3 3 Bedroom AMI≤120%	Category 4 3or4 Bedroom AMI≤160%	Total
Two Bedroom							
A Duplex, Glencliff	1,000	5	-	-	-	-	5
A Duplex, Glencliff	1,000	-	5	-	-	-	5
C Cottage/Cabin SF/Weller	1,051		4	-	-	-	4
D Cottage/Cabin SF/Wylie	935	-	5	-	-	-	5
Three Bedroom							
E Cottage/Cabin SF/Pitkin	1,250	-	-	9	-	-	9
F Cottage/Cabin SF/Bailey	1,270	-	-	3	-	-	3
B Duplex, La Veta	1,283	-	-	10	-	-	10
G Standard SF, Boreas	1,436	-	-	-	4	-	4
H Standard SF, Kenosha	1,467	-	-	-	7	-	7
J Hillside SF/Valdora	1,375	-	-	-	6	-	6
K Hillside SF/Braddock	1,650	-	-	-	-	4	4
L Hillside SF/Gunnison	1,820	-	-	-	-	3	3
Four Bedroom							
I Standard SF, Frisco	1,655					5	5
Total		5	14	22	17	12	70
		7%	20%	31%	24%	17%	100%

- Notes:**
1. Purchase price shall include finished, liveable area; porch; hydronic baseboard heat; electric range, freezer-refrigerator, dishwasher and standard range hood; floor coverings (#2 Oak in public areas); landscaping (trees, shrubs & hydromulch); offstreet parking per code; walkways; public space landscaping; roads; paths; and community facilities. Garages and basements are **not** included within the Target Price and shall be "Permitted Improvements".
 2. Permitted Improvements: "Permitted Improvements" means the addition of a garage, storage space, improvement of unfinished space or energy efficiency improvements and may be made by Ten Mile prior to initial sale of the unit or by resident after purchase of unit. Upon resale, residents may add the cost of Permitted Improvements up the "Permitted Improvement Cap" to their resale price. The Permitted Improvement Caps shall be as follows:
 - a) Category 1, zero. These homes may not add any of the cost of Permitted Improvements to their resale price. (However, these homes shall have interior closet space of approximately 50 square feet and exterior storage space integrated into privacy screen and fence of approximately 30 square feet.)
 - b) Category 2, an amount equal to the Targeted Price for the year in which the home is originally sold less the actual base price of the home (not including Permitted Improvement cost);
 - c) Category 3, an amount equal to 10% of the original base purchase price of the home (not including Permitted Improvement Cost);
 - d) Category 4, any amount. These homes may add 100% of the Permitted Improvement cost to their resale price.
 3. The Target Prices shown above for each category are based upon 2009 AMI's and are provided as an example. Over time the Area Median Income typically increases with inflation and the Target Prices shall be increased consistent with the formula set forth in Exhibit B; however, in the event that the AMI should go down, the Targeted Price shall not decrease.
 4. The Unit Mix is provided as a guide; however, any changes shall be subject to Town approval.
 5. Ten Mile may, subject to Town approval, designate up to eight (8) units as "Live/Work" units, which units shall be subject only to the local requirement and in all other respects shall be an unrestricted market unit (e.g., market original purchase price, no income qualifying, no appreciation cap, no Permitted Improvement Cap).

Bedrooms	Assumed Family Size	Category 1 Target Income <80% AMI	Category 2 Target Income <100% AMI	Category 3 Target Income <120% AMI	Category 4 Target Income <160% AMI
2 Bedroom	3 person	\$ 66,320	\$ 82,900	\$ 99,480	\$ 132,640
3 Bedroom	4.5 person		95,800	114,960	153,280
4 Bedroom	6 person			128,280	171,040

- Notes:**
- "AMI" is the area median income as determined annually by HUD, or successor index, and any increases thereto. Over time the AMI typically increases however, in the event that the AMI should go down, the income qualifying thresholds shall not decrease.
 - The following "Assumed Family Size" shall be applied in all instances regardless of actual family size.

2 Bedroom

3.0 Person

3 Bedroom

4.5 Person

4 Bedroom

6.0 Person
 - The Exhibit A Target Prices are derived from the above incomes pursuant to the following formula:
 Take one of the Target Incomes above (80%, 100%, 120% or 160%)
Divide by 12 **equals** Monthly Income
 Monthly Income **times** .30 **equals** Target Housing Expense
 Target Housing Expense **less** assumed \$250 for taxes, insurance and HOA fees **equals** amount available for Principal and Interest Payment
Enter into calculator Principal and Interest Payment, an assumed 7.5% Interest Rate and 360 month amortization **equals** Loan Amount
 Loan Amount **plus** assumed 10% Downpayment (loan amount divided by .90) **equals** Target Price
 - The Target Incomes shown above for each category are based upon 2009 AMI's and are provided as an example. The Target Incomes will change from year to year.

Housing Restrictive Covenant Discussion, Part IX

October 14, 2025



Agenda

Maximum Resale Calculation

Qualifying Capital Improvements

Other?

REMINDERS

Council's discretion if they want a new covenant

If new covenant created, current owners must choose to opt-in. Cannot require on existing restricted units

If new covenant is directed, it will go through legal review

REMINDERS, cont'd

IGA states “in order to provide rental and purchase prices within the means of low-to-moderate income and to plan, finance, acquire, construct, reconstruct or repair, maintain, manage and operate affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority

The primary goal of the 5A fund is to enable more local residents to remain in Summit County and for local businesses to keep a quality workforce resulting in a stronger economy and more robust community

Does the Council want to pursue a new standard Housing Restrictive Covenant?

On May 27th, June 10th, July 8th, & August 19th
Council agreed they anticipate a new covenant
and agreed to continue the discussion

October 14th Council Discussion

The overarching question remains - does the Council want to pursue a new standard Housing Restrictive Covenant? If yes the following is planned for discussion during the October 14th work session.

1. **Maximum Resale Calculation and Capital Improvements**. How should the resale calculation and capital improvements be calculated?
2. **Other**. Does the Council have concerns/revisions not discussed?

Maximum Resale Calculations and Qualifying Capital Improvements

At the August 19th work session, Council requested Staff provide further analysis of additional percent increases including 3.25%, 3.5%, 3.75%, and 4%

Staff is requesting Council provide direction if they would like a change made to the Qualified Capital Improvements (“QCI”) from the 2019 Covenant which allows capital improvements (with a depreciation schedule) and does not have a maximum cap on the amount of QCIs an owner may add to their sale price

The SCHA recommendation is to allow qualifying capital improvements up to 10% of the initial purchase price every 10 years with a depreciation schedule

An unlimited cap on QCI would encourage upkeep and maintenance of houses.

It would also increase the resale value of the house; potentially limiting the buyer pool of qualified household incomes and reducing the affordability of deed restricted units within Frisco

TOWN	Development Name	Resale Calculation
Breckenridge	Blue 52	2% per year, not compounding; plus cost of QCIs; plus sales commission up to 1%
Dillon	Sail Lofts	The greater of: 1. the Maximum Sales Price in the 2017 AMI chart, based on the purchaser's income and size of the unit, or 2. Initial sale plus 2% fixed appreciation, plus capital improvement costs to a maximum of 3% of the Maximum Resale Price prorated over the 10-year period prior to the sale, plus up to 1.75% in sales commission.
Silverthorne	Smith Ranch	2% per year, not compounding; plus cost of limited capital improvements, not to exceed 5% of initial purchase price over every 10 year period; plus sales commission up to 1.75%
Summit County	Dillon Valley Vistas	2% per year, not compounding; plus cost of QCIs, not to exceed 10% of initial purchase price over every 10 year period; plus sales commission up to 1.75%

Does Council want a change made to QCI from the 2019 Covenant which does not have a maximum cap on the amount of QCIs an owner may add to their sale price?

TOWN	QCIs
Breckenridge	Newer developments allow 3-5% of purchase price to be added for approved maintenance items
Summit County	Allowed in a total amount not to exceed 10% of the Initial Purchase Price over every ten years
Frisco 2019 Covenant	Allowed on a 5 or 20 year schedule. No maximum cap for amount allowed to calculate unless hit maximum sale price on SCHA Summit County AMI spreadsheet
Peak One Original Covenants	Refer to following slides
South End Village	Selected Units are permitted PCIs at 10% of the original sale price of the unit

2019 Covenant Language

8.3. Maximum Resale Price.

- A. If the Owner lists the unit for sale with a contracted realtor with the Summit Combined Housing Authority (SCHA), the Owner may add the amount paid in sales commission, up to two percent of the sale price (2%), to the Maximum Resale Price.
- B. The Maximum Resale Price of a Property shall be no greater than the sum of:
 - (1) The Purchase Price paid by the Owner of the Property as identified in the purchase and sale agreement entered into at the time of purchase by Owner-Seller;
 - (2) Plus up to a three-percent (3%) increase of the Purchase Price per year (prorated at the rate of 1/12th for each whole month) from the date ownership transferred to Seller to the date of Seller's listing of the property with written notification to the Town of Frisco and the Summit Combined Housing Authority (SCHA); such percentage increase shall be calculated as simple interest;
 - (3) Plus up to the cost of Qualified Capital Improvements as approved by the Town of Frisco;
 - (4) Plus up to the cost of real estate commission as negotiated by the Seller if the Owner lists the unit for sale with a private real estate broker (as opposed to a contracted realtor with the Summit Combined Housing Authority (SCHA),

Provided, however, that the sum of items B. (1) through B. (4) in this paragraph shall be no greater than the maximum sales price for the Property's unit type and household AMI level as published by the SCHA at the time of the sale. At the owner's discretion, the maximum resale price is not required to be less than the purchase price paid by the owner of the property as identified on closing documents at the time of purchase by Owner-Seller.

SCHA

2025 SUMMIT COUNTY AREA MEDIAN INCOME (AMI)

Numbers provided by Colorado Housing and Finance Authority (CHFA) and based on HUD Effective Date of April 1, 2025 (HUD 50% AMI Rate in RED)
Any number that has not been derived from CHFA has been extrapolated (for example, the 1.5 and 4.5 household income rates)

AMIs

	HUD Very Low Income																	
Household size	30%	50%	60%	70%	80%	85%	90%	95%	100%	105%	110%	115%	120%	125%	130%	140%	150%	160%
1 person	\$27,930	\$46,550	\$55,860	\$65,170	\$74,480	\$79,135	\$83,790	\$88,445	\$93,100	\$97,755	\$102,410	\$107,065	\$111,720	\$116,375	\$121,030	\$130,340	\$139,650	\$148,960
1.5 person	\$29,925	\$49,875	\$59,850	\$69,825	\$79,800	\$84,788	\$89,775	\$94,763	\$99,750	\$104,738	\$109,725	\$114,713	\$119,700	\$124,688	\$129,675	\$139,650	\$149,625	\$159,600
2 person	\$31,920	\$53,200	\$63,840	\$74,480	\$85,120	\$90,440	\$95,760	\$101,080	\$106,400	\$111,720	\$117,040	\$122,360	\$127,680	\$133,000	\$138,320	\$148,960	\$159,600	\$170,240
3 person	\$35,910	\$59,850	\$71,820	\$83,790	\$95,760	\$101,745	\$107,730	\$113,715	\$119,700	\$125,685	\$131,670	\$137,655	\$143,640	\$149,625	\$155,610	\$167,580	\$179,550	\$191,520
4 person	\$39,900	\$66,500	\$79,800	\$93,100	\$106,400	\$113,050	\$119,700	\$126,350	\$133,000	\$139,650	\$146,300	\$152,950	\$159,600	\$166,250	\$172,900	\$186,200	\$199,500	\$212,800
4.5 person	\$41,505	\$69,175	\$83,010	\$96,845	\$110,680	\$117,598	\$124,515	\$131,433	\$138,350	\$145,268	\$152,185	\$159,103	\$166,020	\$172,938	\$179,855	\$193,690	\$207,525	\$221,360
5 person	\$43,110	\$71,850	\$86,220	\$100,590	\$114,960	\$122,145	\$129,330	\$136,515	\$143,700	\$150,885	\$158,070	\$165,255	\$172,440	\$179,625	\$186,810	\$201,180	\$215,550	\$229,920
6 person	\$46,290	\$77,150	\$92,580	\$108,010	\$123,440	\$131,155	\$138,870	\$146,585	\$154,300	\$162,015	\$169,730	\$177,445	\$185,160	\$192,875	\$200,590	\$216,020	\$231,450	\$246,880
7 person	\$49,500	\$82,500	\$99,000	\$115,500	\$132,000	\$140,250	\$148,500	\$156,750	\$165,000	\$173,250	\$181,500	\$189,750	\$198,000	\$206,250	\$214,500	\$231,000	\$247,500	\$264,000
8 person	\$52,680	\$87,800	\$105,360	\$122,920	\$140,480	\$149,280	\$158,040	\$166,820	\$175,600	\$184,380	\$193,160	\$201,940	\$210,720	\$219,500	\$228,280	\$245,840	\$263,400	\$280,960

Rentals

Maximum affordable monthly rent

Assumes affordability = 30% of monthly household income

Maximum affordable monthly rent amounts should also include the following utilities: electric, gas, water, sewer, trash, & snow removal

Unit Size	30%	50%	60%	70%	80%	85%	90%	95%	100%	105%	110%	115%	120%	125%	130%	140%	150%	160%
Studio (1 person)	\$698	\$1,163	\$1,396	\$1,629	\$1,862	\$1,978	\$2,094	\$2,211	\$2,327	\$2,443	\$2,560	\$2,676	\$2,793	\$2,909	\$3,025	\$3,258	\$3,491	\$3,724
1 bed (1.5 person)	\$748	\$1,246	\$1,496	\$1,745	\$1,995	\$2,119	\$2,244	\$2,369	\$2,493	\$2,618	\$2,743	\$2,867	\$2,992	\$3,117	\$3,241	\$3,491	\$3,740	\$3,990
2 bed (3 person)	\$897	\$1,496	\$1,795	\$2,094	\$2,394	\$2,543	\$2,693	\$2,842	\$2,992	\$3,142	\$3,291	\$3,441	\$3,591	\$3,740	\$3,890	\$4,189	\$4,488	\$4,788
3 bed (4.5 person)	\$1,037	\$1,729	\$2,075	\$2,421	\$2,767	\$2,939	\$3,112	\$3,285	\$3,458	\$3,631	\$3,804	\$3,977	\$4,150	\$4,323	\$4,496	\$4,842	\$5,188	\$5,534
4 bed (6 person)	\$1,157	\$1,928	\$2,314	\$2,700	\$3,086	\$3,278	\$3,471	\$3,664	\$3,857	\$4,050	\$4,243	\$4,436	\$4,629	\$4,821	\$5,014	\$5,400	\$5,786	\$6,172

For Sale*

Maximum Monthly Principal & Interest Payment

Based on the affordable monthly rent amounts above, less a \$500 allowance to cover taxes, insurance, and HOA dues

Unit Size	30%	50%	60%	70%	80%	85%	90%	95%	100%	105%	110%	115%	120%	125%	130%	140%	150%	160%
Studio (1 person)	\$198	\$663	\$696	\$1,129	\$1,362	\$1,478	\$1,594	\$1,711	\$1,827	\$1,943	\$2,060	\$2,176	\$2,293	\$2,409	\$2,525	\$2,758	\$2,991	\$3,224
1 bed (1.5 person)	\$248	\$746	\$996	\$1,245	\$1,495	\$1,619	\$1,744	\$1,869	\$1,993	\$2,118	\$2,243	\$2,367	\$2,492	\$2,617	\$2,741	\$2,991	\$3,240	\$3,490
2 bed (3 person)	\$397	\$996	\$1,295	\$1,594	\$1,894	\$2,043	\$2,193	\$2,342	\$2,492	\$2,642	\$2,791	\$2,941	\$3,091	\$3,240	\$3,390	\$3,689	\$3,988	\$4,288
3 bed (4.5 person)	\$537	\$1,229	\$1,575	\$1,921	\$2,267	\$2,439	\$2,612	\$2,785	\$2,958	\$3,131	\$3,304	\$3,477	\$3,650	\$3,823	\$3,996	\$4,342	\$4,688	\$5,034
4 bed (6 person)	\$657	\$1,428	\$1,814	\$2,200	\$2,586	\$2,778	\$2,971	\$3,164	\$3,357	\$3,550	\$3,743	\$3,936	\$4,129	\$4,321	\$4,514	\$4,900	\$5,286	\$5,672

Maximum Sales Prices

Assumes interest rate of 6.95%, 30 year loan term, and 90% loan-to-value

Unit Size	30%	50%	60%	70%	80%	85%	90%	95%	100%	105%	110%	115%	120%	125%	130%	140%	150%	160%
Studio (1 person)	\$33,235	\$111,288	\$150,398	\$189,508	\$228,618	\$248,089	\$267,560	\$287,030	\$306,501	\$326,142	\$345,781	\$365,252	\$384,891	\$404,362	\$423,833	\$462,943	\$502,054	\$541,164
1 bed (1.5 person)	\$41,628	\$125,220	\$167,183	\$208,979	\$250,943	\$271,757	\$292,739	\$313,721	\$334,535	\$355,516	\$376,498	\$397,312	\$418,294	\$439,276	\$460,090	\$502,054	\$543,849	\$585,813
2 bed (3 person)	\$66,638	\$167,183	\$217,372	\$267,560	\$317,917	\$342,927	\$368,106	\$393,116	\$418,294	\$443,472	\$468,483	\$493,661	\$518,839	\$543,849	\$568,028	\$619,216	\$669,405	\$719,701
3 bed (4.5 person)	\$90,138	\$206,294	\$264,371	\$322,449	\$380,527	\$409,398	\$438,437	\$467,476	\$496,514	\$525,553	\$554,592	\$583,631	\$612,670	\$641,709	\$670,748	\$728,825	\$786,903	\$844,981
4 bed (6 person)	\$110,281	\$239,697	\$304,489	\$369,280	\$434,072	\$466,301	\$498,697	\$531,092	\$563,488	\$595,884	\$628,280	\$660,676	\$693,072	\$725,300	\$757,696	\$822,488	\$887,280	\$952,072

effective 4/17/2025

THESE FIGURES ARE SUBJECT TO CHANGE WITHOUT NOTICE

*Interest rate is the 10-year rolling average+1.5% OR the Freddie Mac rate published on January 31st of the current year, whichever is higher. HOA, property tax and insurance allowance updated in 2024 from \$350 / month to \$500 / month

			RESALE CALCULATIONS						CAPITAL IMPROVEMENTS				
Num BedR ms	Last_Sale_Price	AMI	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5%	Purchase + 3.75%	Purchase + 4%	2025 AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price
2	\$207,300.00	80	\$266,380.50	\$295,920.75	\$303,305.81	\$310,690.88	\$318,075.94	\$325,461.00	\$ 317,917.00	\$110,617.00	\$41,460.00	\$62,190.00	\$82,920.00
2	\$210,000.00	80	\$260,750.00	\$286,125.00	\$292,468.75	\$298,812.50	\$305,156.25	\$311,500.00	\$ 317,917.00	\$107,917.00	\$42,000.00	\$63,000.00	\$84,000.00
2	\$208,000.00	80	\$256,186.67	\$280,280.00	\$286,303.33	\$292,326.67	\$298,350.00	\$304,373.33	\$ 317,917.00	\$109,917.00	\$41,600.00	\$62,400.00	\$83,200.00
2	\$241,043.00	80	\$286,439.43	\$309,137.65	\$314,812.20	\$320,486.76	\$326,161.31	\$331,835.86	\$ 317,917.00	\$76,874.00	\$48,208.60	\$72,312.90	\$96,417.20
2	\$255,500.00	80	\$297,657.50	\$318,736.25	\$324,005.94	\$329,275.63	\$334,545.31	\$339,815.00	\$ 317,917.00	\$62,417.00	\$51,100.00	\$76,650.00	\$102,200.00
2	\$282,656.00	80	\$298,673.17	\$306,681.76	\$308,683.91	\$310,686.05	\$312,688.20	\$314,690.35	\$ 317,917.00	\$35,261.00	\$56,531.20	\$84,796.80	\$113,062.40
2	\$274,533.00	80	\$289,632.32	\$297,181.97	\$299,069.39	\$300,956.80	\$302,844.22	\$304,731.63	\$ 317,917.00	\$43,384.00	\$54,906.60	\$82,359.90	\$109,813.20
2	\$277,935.00	80	\$288,125.95	\$293,221.43	\$294,495.29	\$295,769.16	\$297,043.03	\$298,316.90	\$ 317,917.00	\$39,982.00	\$55,587.00	\$83,380.50	\$111,174.00
2	\$295,937.00	80	\$306,294.80	\$311,473.69	\$312,768.42	\$314,063.14	\$315,357.87	\$316,652.59	\$ 317,917.00	\$21,980.00	\$59,187.40	\$88,781.10	\$118,374.80

			RESALE CALCULATIONS						CAPITAL IMPROVEMENTS				
Num BedR ms	Last_Sale_Price	AMI Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price
1	\$228,500.00	100	\$291,337.50	\$322,756.25	\$330,610.94	\$338,465.63	\$346,320.31	\$354,175.00	\$ 334,535.00	\$106,035.00	\$45,700.00	\$68,550.00	\$91,400.00
1	\$115,000.00	100	\$138,191.67	\$149,787.50	\$152,686.46	\$155,585.42	\$158,484.38	\$161,383.33	\$ 334,535.00	\$219,535.00	\$23,000.00	\$34,500.00	\$46,000.00
1	\$258,000.00	100	\$309,600.00	\$335,400.00	\$341,850.00	\$348,300.00	\$354,750.00	\$361,200.00	\$ 334,535.00	\$76,535.00	\$51,600.00	\$77,400.00	\$103,200.00
1	\$270,000.00	100	\$322,650.00	\$348,975.00	\$355,556.25	\$362,137.50	\$368,718.75	\$375,300.00	\$ 334,535.00	\$64,535.00	\$54,000.00	\$81,000.00	\$108,000.00
1	\$270,000.00	100	\$322,650.00	\$348,975.00	\$355,556.25	\$362,137.50	\$368,718.75	\$375,300.00	\$ 334,535.00	\$64,535.00	\$54,000.00	\$81,000.00	\$108,000.00
1	\$247,307.00	100	\$278,632.55	\$294,295.33	\$298,211.02	\$302,126.72	\$306,042.41	\$309,958.11	\$ 334,535.00	\$87,228.00	\$49,461.40	\$74,192.10	\$98,922.80
1	\$499,000.00	100	\$537,256.67	\$556,385.00	\$561,167.08	\$565,949.17	\$570,731.25	\$575,513.33	\$ 334,535.00	-\$164,465.00	\$99,800.00	\$149,700.00	\$199,600.00
1	\$545,000.00	100	\$583,150.00	\$602,225.00	\$606,993.75	\$611,762.50	\$616,531.25	\$621,300.00	\$ 334,535.00	-\$210,465.00	\$109,000.00	\$163,500.00	\$218,000.00
1	\$555,000.00	100	\$590,150.00	\$607,725.00	\$612,118.75	\$616,512.50	\$620,906.25	\$625,300.00	\$ 334,535.00	-\$220,465.00	\$111,000.00	\$166,500.00	\$222,000.00
1	\$380,636.00	100	\$389,517.51	\$393,958.26	\$395,068.45	\$396,178.64	\$397,288.83	\$398,399.01	\$ 334,535.00	-\$46,101.00	\$76,127.20	\$114,190.80	\$152,254.40

			RESALE CALCULATIONS						CAPITAL IMPROVEMENTS				
Num BedR ms	Last_Sale_Price	AMI_ Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price
2	\$230,808.00	100	\$315,052.92	\$357,175.38	\$367,706.00	\$378,236.61	\$388,767.23	\$399,297.84	\$ 418,294.00	\$187,486.00	\$46,161.60	\$69,242.40	\$92,323.20
2	\$213,300.00	100	\$286,177.50	\$322,616.25	\$331,725.94	\$340,835.63	\$349,945.31	\$359,055.00	\$ 418,294.00	\$204,994.00	\$42,660.00	\$63,990.00	\$85,320.00
2	\$313,646.00	100	\$348,147.06	\$365,397.59	\$369,710.22	\$374,022.86	\$378,335.49	\$382,648.12	\$ 418,294.00	\$104,648.00	\$62,729.20	\$94,093.80	\$125,458.40
2	\$319,448.00	100	\$350,327.97	\$365,767.96	\$369,627.96	\$373,487.95	\$377,347.95	\$381,207.95	\$ 418,294.00	\$98,846.00	\$63,889.60	\$95,834.40	\$127,779.20
2	\$357,450.00	100	\$384,258.75	\$397,663.13	\$401,014.22	\$404,365.31	\$407,716.41	\$411,067.50	\$ 418,294.00	\$60,844.00	\$71,490.00	\$107,235.00	\$142,980.00
2	\$355,582.00	100	\$376,324.28	\$386,695.43	\$389,288.21	\$391,881.00	\$394,473.78	\$397,066.57	\$ 418,294.00	\$62,712.00	\$71,116.40	\$106,674.60	\$142,232.80
2	\$274,619.00	100	\$330,000.50	\$357,691.25	\$364,613.93	\$371,536.62	\$378,459.31	\$385,382.00	\$ 418,294.00	\$143,675.00	\$54,923.80	\$82,385.70	\$109,847.60

			RESALE CALCULATIONS						CAPITAL IMPROVEMENTS				
Num BedR ms	Last_Sale_Price	AMI_ Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price
3	\$199,700.00	100	\$276,584.50	\$315,026.75	\$324,637.31	\$334,247.88	\$343,858.44	\$353,469.00	\$ 496,514.00	\$296,814.00	\$39,940.00	\$59,910.00	\$79,880.00
3	\$386,686.00	100	\$415,687.45	\$430,188.18	\$433,813.36	\$437,438.54	\$441,063.72	\$444,688.90	\$ 496,514.00	\$109,828.00	\$77,337.20	\$116,005.80	\$154,674.40
3	\$432,238.00	100	\$463,935.45	\$479,784.18	\$483,746.36	\$487,708.54	\$491,670.73	\$495,632.91	\$ 496,514.00	\$64,276.00	\$86,447.60	\$129,671.40	\$172,895.20
3	\$422,122.00	100	\$453,077.61	\$468,555.42	\$472,424.87	\$476,294.32	\$480,163.78	\$484,033.23	\$ 496,514.00	\$74,392.00	\$84,424.40	\$126,636.60	\$168,848.80
3	\$415,956.00	100	\$433,287.50	\$441,953.25	\$444,119.69	\$446,286.13	\$448,452.56	\$450,619.00	\$ 496,514.00	\$80,558.00	\$83,191.20	\$124,786.80	\$166,382.40
3	\$441,740.00	100	\$460,145.83	\$469,348.75	\$471,649.48	\$473,950.21	\$476,250.94	\$478,551.67	\$ 496,514.00	\$54,774.00	\$88,348.00	\$132,522.00	\$176,696.00
3	\$479,441.00	100	\$496,221.44	\$504,611.65	\$506,709.21	\$508,806.76	\$510,904.32	\$513,001.87	\$ 496,514.00	\$17,073.00	\$95,888.20	\$143,832.30	\$191,776.40
3	\$370,558.00	100	\$380,439.55	\$385,380.32	\$386,615.51	\$387,850.71	\$389,085.90	\$390,321.09	\$ 496,514.00	\$125,956.00	\$74,111.60	\$111,167.40	\$148,223.20
3	\$322,900.00	100	\$398,781.50	\$436,722.25	\$446,207.44	\$455,692.63	\$465,177.81	\$474,663.00	\$ 496,514.00	\$173,614.00	\$64,580.00	\$96,870.00	\$129,160.00
3	\$339,900.00	100	\$407,880.00	\$441,870.00	\$450,367.50	\$458,865.00	\$467,362.50	\$475,860.00	\$ 496,514.00	\$156,614.00	\$67,980.00	\$101,970.00	\$135,960.00

			RESALE CALCULATIONS								CAPITAL IMPROVEMENTS		
Num BedR ms	Last_Sale_Price	AMI_ Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price
3	\$428,900.00	120	\$526,832.17	\$575,798.25	\$588,039.77	\$600,281.29	\$612,522.81	\$624,764.33	\$ 612,670.00	\$183,770.00	\$85,780.00	\$128,670.00	\$171,560.00
3	\$415,900.00	120	\$500,466.33	\$542,749.50	\$553,320.29	\$563,891.08	\$574,461.88	\$585,032.67	\$ 612,670.00	\$196,770.00	\$83,180.00	\$124,770.00	\$166,360.00
3	\$457,840.00	120	\$537,962.00	\$578,023.00	\$588,038.25	\$598,053.50	\$608,068.75	\$618,084.00	\$ 612,670.00	\$154,830.00	\$91,568.00	\$137,352.00	\$183,136.00
3	\$570,826.00	120	\$603,172.81	\$619,346.21	\$623,389.56	\$627,432.91	\$631,476.26	\$635,519.61	\$ 612,670.00	\$41,844.00	\$114,165.20	\$171,247.80	\$228,330.40
3	\$359,900.00	120	\$466,670.33	\$520,055.50	\$533,401.79	\$546,748.08	\$560,094.38	\$573,440.67	\$ 612,670.00	\$252,770.00	\$71,980.00	\$107,970.00	\$143,960.00
3	\$362,900.00	120	\$462,092.67	\$511,689.00	\$524,088.08	\$536,487.17	\$548,886.25	\$561,285.33	\$ 612,670.00	\$249,770.00	\$72,580.00	\$108,870.00	\$145,160.00
3	\$379,900.00	120	\$488,171.50	\$542,307.25	\$555,841.19	\$569,375.13	\$582,909.06	\$596,443.00	\$ 612,670.00	\$232,770.00	\$75,980.00	\$113,970.00	\$151,960.00
3	\$446,900.00	120	\$538,514.50	\$584,321.75	\$595,773.56	\$607,225.38	\$618,677.19	\$630,129.00	\$ 612,670.00	\$165,770.00	\$89,380.00	\$134,070.00	\$178,760.00

			RESALE CALCULATIONS								CAPITAL IMPROVEMENTS		
Num BedR ms	Last_Sale_Price	AMI_ Sale	Purchase Price + 2%	Purchase +3%	Purchase +3.25%	Purchase +3.5	Purchase + 3.75%	Purchase + 4%	AMI_Chart_Max	AMI Chart minus Last Sale Price	20% of last sale price	40% of last sale	60% of last sale price
3	\$446,900.00	160	\$551,921.50	\$604,432.25	\$617,559.94	\$630,687.63	\$643,815.31	\$656,943.00	\$ 844,981.00	\$398,081.00	\$89,380.00	\$134,070.00	\$178,760.00
3	\$466,400.00	160	\$572,894.67	\$626,142.00	\$639,453.83	\$652,765.67	\$666,077.50	\$679,389.33	\$ 844,981.00	\$378,581.00	\$93,280.00	\$139,920.00	\$186,560.00
3	\$485,280.00	160	\$571,012.80	\$613,879.20	\$624,595.80	\$635,312.40	\$646,029.00	\$656,745.60	\$ 844,981.00	\$359,701.00	\$97,056.00	\$145,584.00	\$194,112.00
3	\$471,700.00	160	\$593,555.83	\$654,483.75	\$669,715.73	\$684,947.71	\$700,179.69	\$715,411.67	\$ 844,981.00	\$373,281.00	\$94,340.00	\$141,510.00	\$188,680.00

Recap

- **Resale Method.** Does the Council want a lottery process, waitlist system implemented or to continue with the current method articulated in the 2019 covenant?
Council supported moving forward with a lottery system.
 - If the Council wants to implement a lottery process, what should extra tickets be allowed for? *Council proposed:*
 - *One (1) additional ticket for working within Summit County for greater than ten (10) years*
 - *One (1) additional ticket for working the Ten Mile Basin for greater than two (2) years*
 - *One (1) additional ticket for existing owners of a deed restricted housing unit within the Town of Frisco*

Recap, cont'd

- **Asset Testing**. Does the Council want asset testing required in the Covenant? If yes, then to what maximum amount may a buyer have? *Council supported moving forward with no asset testing.*
- **Real Estate Commission**. Does the Council want to limit real estate commission within the Covenant? If yes, then to what percentage? *Council supported moving forward with a maximum 2% real estate commission.*
- **Income Buffer**. Does the Council want to allow an income buffer within the Covenant? If yes, then to what percentage? *Council supported moving forward a 20% income buffer.*

Recap, cont'd

- **Initial Purchase Price**. Does the Council want to modify the initial purchase price? *Council agreed Staff could propose a new initial purchase price method for future discussion.*
- **Ownership of Other Property**. Does the Council want to continue to not allow ownership of other residential property? *Council supported moving forward with a buyer being limited to a maximum of one other property they may own and after purchase, an owner may hold interest in unlimited other property ownership.*

Council supported ownership of property outside the State of Colorado for initial purchase and during ownership.

Council also requested the definition of “interest” be clarified.

Recap, cont'd

- **Employment?** Does the Council support requiring employment verification at annual monitoring and ensuring that the covenant continue to require a resident earns his or her living from a business operating in Summit County, by working at such business an average of at least 30 hours per week on an annual basis? *Council supported keeping the existing definition of a “Resident” in the covenant as is.*



TO: Mayor and Town Council
FROM: Nico Cruz, Sustainability Coordinator, Tom Fisher, Town Manager
RE: *Estimated Start Time 5:30PM - Xcel Energy's Frisco Thermal Energy Network Pilot Discussion*
DATE: October 14, 2025

Summary & Background:

Xcel Energy's thermal energy network pilot in Frisco is part of a larger "Mountain Energy Project" proposal to provide clean heating to the mountain communities, which includes exploring neighborhood-scale geothermal energy. The pilot focuses on developing strategies and community engagement for utility-scale thermal energy projects, aiming to reduce the reliance on the traditional natural gas system and lower greenhouse gas emissions in areas like Frisco, according to the Colorado Energy Office.

Analysis:

What is the pilot project?

- **Geothermal Energy Focus:** The Frisco pilot is specifically focused on the development of utility-scale geothermal thermal energy networks in the Main Street commercial core of Frisco, a system that uses the constant temperature of the earth for heating and cooling.
- **Alternative to Natural Gas:** The pilot is intended to provide clean heat alternatives for new construction and existing neighborhoods, such as geothermal energy, to reduce reliance on natural gas.
- **Community Engagement:** The project involves community engagement and detailed design strategies for utility-scale thermal energy networks in areas like Frisco.

Why is this important?

- **Environmental Goals:** The project is a step towards meeting the state's goals to reduce greenhouse gas emissions from the natural gas system.
- **Innovation:** It is a key initiative under the Governor's Heat Beneath Our Feet initiative to advance geothermal technology in Colorado.
- **Reduced Emissions:** Geothermal energy can significantly cut carbon emissions from heating and cooling, contributing to cleaner air and a more sustainable future.

What's the context?

- **Colorado House Bill 23-1252:** The pilot is a response to this state law, which encourages the exploration of neighborhood-scale clean heat projects.
- **Xcel Energy's Natural Gas Plan:** The project aligns with Xcel Energy's broader goal of achieving net-zero methane emissions and reducing its natural gas system's carbon footprint.
- **Colorado Public Utilities Commission (PUC) Review:** The overall Mountain Energy Project proposal, which includes the Frisco thermal energy pilot, is undergoing review by the PUC.

Financial Impact:

All indications from Xcel, is that this pilot will be completely funded by Xcel and not by Frisco property owners or Town government. The pilot will have a sunset where it is either continued into a permanent utility or is abandoned, but those details are not known yet as they will be developed as part of the project design through 2026.

Environmental Sustainability:

Covered in the Analysis Section of this same Staff Report.

Alignment with Strategic Plan:

This pilot directly aligns with the climate action goals of the Town under our Quality Core Services strategic pillar. Moving major commercial and residential heating and cooling away from natural gas and towards a renewable source for energy is directly in line with the Town's goals.

Staff Recommendation:

There is no decision or direction needed from Council at this time. The Town Manager submitted a letter of interest when this program was first announced, and this letter of interest was the basis of Frisco's selection as the Mountain-Town pilot site. Now that the project is being introduced, Xcel, will be asking the Town in it's local government capacity and as an owner of eligible facilities to provide a further letter of interest to participate in the pilot. Unless directed otherwise, the Town Manager will continue the Town's participation in this pilot.

Reviews and Approvals:

Stacey Campbell, Town Clerk
Nico Cruz, Sustainability Coordinator
Tom Fisher, Town Manager

Created/Initiated - 10/9/2025
Approved - 10/9/2025
Final Approval - 10/9/2025

Attachments:

1. Attachment 1 - HB23- 1252 Concerning the Implementation of Measures to Advance Thermal Energy Service

An Act

HOUSE BILL 23-1252

BY REPRESENTATIVE(S) Lieder and Kipp, Amabile, Bacon, Bird, Boesenecker, Brown, Daugherty, deGruy Kennedy, Dickson, Hamrick, Herod, Joseph, Lindsay, Lindstedt, Lynch, Mabrey, McCormick, McLachlan, Michaelson Jenet, Parenti, Pugliese, Ricks, Snyder, Soper, Story, Taggart, Titone, Valdez, Velasco, Vigil, Willford, Young, McCluskie;
also SENATOR(S) Exum and Hansen, Ginal, Mullica, Priola, Sullivan, Winter F.

CONCERNING THE IMPLEMENTATION OF MEASURES TO ADVANCE THERMAL ENERGY SERVICE.

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

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

(a) Colorado adopted Senate Bill 21-264, enacted in 2021, that requires regulated gas utilities to develop a clean heat plan to meet a four percent reduction below 2015 greenhouse gas emission levels by 2025 and a twenty-two percent reduction below 2015 greenhouse gas emission levels by 2030;

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.

(b) Gas utility workers have helped provide reliable energy throughout the state. Affording gas utilities a pathway to providing thermal energy service in the state also provides gas utility employees an opportunity to utilize many of their existing skills for clean energy jobs for the utility.

(c) Colorado residential and business utility customers have been affected by recent trends in gas prices. Helping these utility customers shift from gas to clean thermal energy service could provide long-term price stability for heating and cooling their homes and businesses and for heating water in their homes and businesses.

(d) The use of thermal energy networks can help reduce greenhouse gas emissions from buildings and enhance resilience while supporting beneficial electrification. Utility-scale thermal energy projects and investments can especially help the state achieve these goals.

(2) The general assembly declares that:

(a) Requiring gas utilities to present different approaches for cost recovery of investments in thermal energy service, and requiring the public utilities commission to consider the cost to customers under each approach presented, will help minimize the long-term cost to utility customers for the cost of transitioning to clean thermal energy service;

(b) It is important to pursue the decarbonization of buildings in the state in a manner that:

(I) Is affordable and accessible;

(II) Preserves existing living-wage jobs while also creating new living-wage jobs; and

(III) Retains the knowledge and experience of the existing utility union workforce;

(c) Passage of this act is intended for the purposes of:

(I) Removing the legal barriers to utilities' development of thermal

energy networks;

(II) Requiring the public utilities commission to evaluate utilities' development of thermal energy networks; and

(III) Immediately commencing the piloting of thermal energy network projects by certain utilities; and

(d) In evaluating a gas utility's application to provide thermal energy service, the public utilities commission should consider any potential that the utility may have to reuse existing infrastructure that otherwise would result in stranded assets.

SECTION 2. In Colorado Revised Statutes, 24-38.5-118, **amend** (4)(a) introductory portion, (4)(a)(I), (4)(a)(II), (4)(a)(IV), and (4)(c)(II) as follows:

24-38.5-118. Geothermal energy grant program - creation - procedures - fund - report - definitions - repeal. (4) Grants - limitations - qualifications. The grant program consists of three types of grants:

(a) The single-structure geothermal grant, which is awarded to applicants that are constructing a new building OR RETROFITTING AN EXISTING BUILDING, including a single-family or multifamily residence, and ~~that are~~ installing a geothermal system for use as the primary heating and cooling system for the building. A single-structure geothermal grant is subject to the following limitations and qualifications:

(I) A developer or geothermal installer is eligible for grants for the construction OR RETROFITTING of no more than one hundred residential buildings;

(II) Commercial buildings and state and local government buildings that are constructed OR RETROFITTED using grant money must meet the standards of the 2021 International Energy Conservation Code, or subsequent edition of the code;

(IV) The office shall determine the amount of each grant based on per-ton heating capacity as follows; except that the office may change a grant award amount after the first year if the office determines that changes

are necessary to advance geothermal development:

(A) A nonresidential building constructed OR RETROFITTED by a for-profit entity qualifies for up to two thousand dollars per ton of heating capacity;

(B) A nonresidential building constructed OR RETROFITTED by a nonprofit entity qualifies for up to three thousand dollars per ton of heating capacity;

(C) A multifamily residence constructed OR RETROFITTED by a for-profit entity qualifies for up to two thousand dollars per ton of heating capacity;

(D) A multifamily residence constructed OR RETROFITTED by a nonprofit entity qualifies for up to three thousand dollars per ton of heating capacity; and

(E) A single-family residence, including a residence within a townhome or condominium building, qualifies for two thousand dollars per ton of heating capacity; and

(c) The geothermal electricity generation grant, which is awarded to support the development of geothermal electricity generation and projects that pair geothermal electricity generation with electrolyzers for the production of hydrogen from geothermal generation. A person may apply for more than one cost-matching grant in a year. A geothermal electricity generation grant is subject to the following limitations and qualifications:

(II) For applications for a grant to help fund a study to identify and explore resources that may be suitable for geothermal electricity AND ENERGY generation, costing up to one million dollars, the office may award a grant of up to fifty percent of the study cost; except that, if the project includes the production of hydrogen from electricity generated using geothermal energy OR THE UTILIZATION OF DIRECT AIR CAPTURE TECHNOLOGY, the office may award a grant of up to sixty percent of the study cost. ANY STUDY FUNDED PURSUANT TO THIS SUBSECTION (4)(c)(II) MUST INCLUDE AN EVALUATION OF THE RESOURCES' SAFETY, ECONOMIC FEASIBILITY, COST EFFICIENCY COMPARED TO RENEWABLE ENERGY ALTERNATIVES, ENVIRONMENTAL IMPACTS, GREENHOUSE GAS AND AIR

POLLUTION EMISSIONS, QUALITY JOB CREATION OPPORTUNITIES, AND IMPACTS TO NEIGHBORING COMMUNITIES.

SECTION 3. In Colorado Revised Statutes, **add** 40-3.2-105.7 as follows:

40-3.2-105.7. Labor standards for state thermal energy network and thermal energy system projects - definitions. (1) ANY THERMAL ENERGY NETWORK OR THERMAL ENERGY SYSTEM PROJECT THAT AN AGENCY OF GOVERNMENT OR A STATE INSTITUTION OF HIGHER EDUCATION PROCURES AND THAT IS A PUBLIC PROJECT MUST COMPLY WITH:

(a) THE APPRENTICESHIP REQUIREMENTS SET FORTH IN SECTION 24-92-115 IF THE ESTIMATED CONTRACT COST FOR THE PUBLIC PROJECT IS ONE MILLION DOLLARS OR MORE; AND

(b) PART 2 OF ARTICLE 92 OF TITLE 24 CONCERNING PREVAILING WAGES FOR PUBLIC PROJECTS IF THE ESTIMATED CONTRACT COST FOR THE PUBLIC PROJECT IS FIVE HUNDRED THOUSAND DOLLARS OR MORE.

(2) ANY THERMAL ENERGY NETWORK OR THERMAL ENERGY SYSTEM PLUMBING AND ELECTRICAL WORK PERFORMED IN THE STATE SHALL:

(a) BE PERFORMED BY LICENSED PLUMBERS, LICENSED ELECTRICIANS, OR SUPERVISED APPRENTICES AT A RATIO NO GREATER THAN THREE APPRENTICES FOR EACH LICENSED MASTER OR JOURNEYMAN PLUMBER OR ELECTRICIAN, AS REQUIRED PURSUANT TO SECTION 12-115-115 (1) OR 12-155-124 (1); AND

(b) BE INSTALLED IN COMPLIANCE WITH THE RULES OF THE STATE ELECTRICAL BOARD OR THE STATE PLUMBING BOARD AND IN ACCORDANCE WITH THE ELECTRICAL AND PLUMBING CODES ADOPTED PURSUANT TO THOSE RULES.

(3) FOR ANY THERMAL ENERGY NETWORK OR THERMAL ENERGY SYSTEM THAT A UTILITY OWNS, THE UTILITY SHALL USE UTILITY EMPLOYEES OR QUALIFIED CONTRACTORS TO PERFORM ANY CONSTRUCTION TRADE WORK DEEMED NECESSARY TO COMPLETE THE PROJECT. A QUALIFIED CONTRACTOR IS A CONTRACTOR WITH EMPLOYEES THAT HAVE ACCESS TO AN APPRENTICESHIP PROGRAM AS DEFINED IN SECTION 8-83-308 (3)(a). ALL

MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS AND SUBCONTRACTORS MUST MEET THE APPRENTICESHIP UTILIZATION REQUIREMENTS OF SECTION 24-92-115; EXCEPT THAT THE APPRENTICESHIP UTILIZATION REQUIREMENTS DO NOT APPLY TO:

(a) THE DESIGN, PLANNING, OR ENGINEERING OF INFRASTRUCTURE;

(b) MANAGEMENT FUNCTIONS FOR THE OPERATION OF INFRASTRUCTURE; OR

(c) ANY WORK INCLUDED IN A WARRANTY.

(4) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) "AGENCY OF GOVERNMENT" HAS THE MEANING SET FORTH IN SECTION 24-92-201 (1).

(b) "LICENSED ELECTRICIAN" MEANS AN ELECTRICIAN LICENSED PURSUANT TO SECTION 12-115-110.

(c) "LICENSED PLUMBER" MEANS A PLUMBER LICENSED PURSUANT TO SECTION 12-155-108.

(d) "PUBLIC PROJECT" HAS THE MEANING SET FORTH IN SECTION 24-92-201 (5).

(e) "STATE INSTITUTION OF HIGHER EDUCATION" HAS THE MEANING SET FORTH IN SECTION 23-18-102 (10).

(f) "THERMAL ENERGY NETWORK" HAS THE MEANING SET FORTH IN SECTION 40-3.2-108 (2)(s).

(g) "THERMAL ENERGY SYSTEM" HAS THE MEANING SET FORTH IN SECTION 40-3.2-108 (2)(t).

SECTION 4. In Colorado Revised Statutes, 40-3.2-108, **amend** (2)(c)(V); and **add** (2)(c)(V.5), (2)(h.5), (2)(r), (2)(s), (2)(t), and (4)(c)(XIV.5) as follows:

40-3.2-108. Clean heat targets - legislative declaration - definitions - plans - rules - reports. (2) Definitions. As used in this section, unless the context otherwise requires:

(c) "Clean heat resource" means any one or a combination of:

(V) Pyrolysis of tires if the pyrolysis meets a recovered methane protocol; and

(V.5) THERMAL ENERGY; AND

(h.5) "GEOTHERMAL FLUID" HAS THE MEANING SET FORTH IN SECTION 37-90.5-103 (2).

(r) (I) "THERMAL ENERGY" MEANS PIPED, NONCOMBUSTIBLE FLUIDS USED FOR ADDING OR REMOVING HEAT FROM BUILDINGS FOR THE PURPOSE OF EFFICIENT BUILDING TEMPERATURE CONTROL AND DOMESTIC HOT WATER, INCLUDING SPACE HEATING AND COOLING AND REFRIGERATION.

(II) "THERMAL ENERGY" INCLUDES METHODS OF EXCHANGING THE PIPED, NONCOMBUSTIBLE FLUIDS THROUGH THE GROUND, WASTEWATER TREATMENT FACILITIES, OR OTHER SOURCES THAT ACHIEVE DESIRED FLUID TEMPERATURES; EXCEPT THAT ANY SOURCE OF THERMAL ENERGY FOR THIS PURPOSE MUST:

(A) NOT CAUSE INCREMENTAL GREENHOUSE GAS EMISSIONS OR RELY ON INCREASED, LONG-TERM COMBUSTION OF FOSSIL FUELS; AND

(B) BE EVALUATED BY THE COMMISSION TO PROTECT AGAINST INCREASED EMISSIONS OF HARMFUL CO-POLLUTANTS, NEGATIVE IMPACTS TO COMMUNITIES INCLUDING TO DISPROPORTIONATELY IMPACTED COMMUNITIES, AS DEFINED IN SECTION 24-4-109 (2)(b)(II), AND THE RISK OF STRANDED ASSETS, IF THE THERMAL ENERGY IS FROM ANY INDUSTRIAL SOURCE INCLUDING A SYSTEM FOR WHICH THE PRIMARY PURPOSE IS TO GENERATE ELECTRICITY, INCLUDING ANY PROCESS INVOLVING ENGINE-DRIVEN GENERATION.

(s) "THERMAL ENERGY NETWORK":

(I) MEANS ALL REAL ESTATE, FIXTURES, AND PERSONAL PROPERTY

THAT ARE OPERATED, OWNED, USED, OR INTENDED TO BE USED FOR, IN CONNECTION WITH, OR TO FACILITATE A DISTRIBUTION INFRASTRUCTURE PROJECT THAT SUPPLIES THERMAL ENERGY TO TWO OR MORE BUILDINGS THAT ARE NOT A CAMPUS, AS DEFINED IN SECTION 40-4-121 (1)(a), AND THAT ASSISTS IN REDUCING GREENHOUSE GAS EMISSIONS IN THE STATE;

(II) CONSISTS OF PIPE LOOPS BETWEEN MULTIPLE BUILDINGS AND ENERGY SOURCES CARRYING PIPED, NONCOMBUSTIBLE FLUIDS AT THE DESIRED THERMAL TEMPERATURE;

(III) INCLUDES A NETWORK THAT CAN BE USED FOR HEATING, COOLING, AND OTHER BUILDING SERVICES; AND

(IV) MAY ALSO BE KNOWN AS A GEOTHERMAL EXCHANGE DISTRICT, NETWORKED GEOTHERMAL SYSTEM, GEOEXCHANGE SYSTEM, GEOGRID SYSTEM, COMMUNITY GEOTHERMAL HEATING AND COOLING DISTRICT, OR A GEOTHERMAL HEATING DISTRICT.

(t) "THERMAL ENERGY SYSTEM" INCLUDES A GEOTHERMAL SYSTEM OR OTHER METHOD OF EXCHANGING THE PIPED, NONCOMBUSTIBLE FLUIDS THROUGH THE GROUND, WASTEWATER TREATMENT FACILITIES, OR OTHER SOURCES OF THERMAL ENERGY THAT ACHIEVE DESIRED FLUID TEMPERATURES.

(4) **Submission of clean heat plans.** (c) A clean heat plan filed pursuant to this subsection (4) must:

(XIV.5) DEMONSTRATE THAT, WITH RESPECT TO ANY THERMAL ENERGY NETWORK THAT WILL BE USED AS A CLEAN HEAT RESOURCE, ANY GEOTHERMAL FLUID ASSOCIATED WITH THE THERMAL ENERGY SYSTEM OR THERMAL ENERGY NETWORK IS USED IN COMPLIANCE WITH THE PERMITTING REQUIREMENTS FOR PRODUCTION OF GEOTHERMAL FLUID SET FORTH IN ARTICLE 90.5 OF TITLE 37; AND

SECTION 5. In Colorado Revised Statutes, **add** 40-4-121 as follows:

40-4-121. Thermal energy network projects - pilot program for large gas utilities - application - commission proceeding - reporting - exemption from regulation for local government - or campus-owned

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thermal energy networks - definitions. (1) AS USED IN THIS SECTION, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(a) (I) "CAMPUS" MEANS A COLLECTION OF TWO OR MORE BUILDINGS THAT ARE OWNED AND OPERATED BY THE SAME PERSON, THAT HAVE A SHARED PURPOSE AND FUNCTION AS A SINGLE PROPERTY, THAT DO NOT LEASE SPACE TO TENANTS, AND THAT DO NOT PROVIDE ENERGY OR HEAT SERVICES FOR A FEE.

(II) "CAMPUS" INCLUDES TWO OR MORE OF THE BUILDINGS THAT COMPRISE THE CAPITOL COMPLEX, AS DEFINED IN SECTION 24-82-101 (3)(f).

(b) "DISPROPORTIONATELY IMPACTED COMMUNITY" HAS THE MEANING SET FORTH IN SECTION 24-4-109 (2)(b)(II).

(c) "GAS UTILITY" MEANS A GAS UTILITY IN THE STATE THAT THE COMMISSION REGULATES WITH RESPECT TO RATES AND CHARGES.

(d) "LARGE GAS UTILITY" MEANS A GAS UTILITY THAT SERVES MORE THAN FIVE HUNDRED THOUSAND CUSTOMERS.

(e) "LOCAL GOVERNMENT" MEANS A STATUTORY OR HOME-RULE CITY, TOWN, COUNTY, OR CITY AND COUNTY.

(f) "THERMAL ENERGY" HAS THE MEANING SET FORTH IN SECTION 40-3.2-108 (2)(r).

(g) "THERMAL ENERGY NETWORK" HAS THE MEANING SET FORTH IN SECTION 40-3.2-108 (2)(s).

(h) "THERMAL ENERGY SYSTEM" HAS THE MEANING SET FORTH IN SECTION 40-3.2-108 (2)(t).

(2) (a) EXCEPT AS PROVIDED IN SUBSECTION (3) OF THIS SECTION, A GAS UTILITY THAT SEEKS TO OFFER THERMAL ENERGY NETWORK SERVICE TO ITS CUSTOMERS MUST PROPOSE DEVELOPING A THERMAL ENERGY NETWORK BY A SEPARATE APPLICATION TO THE COMMISSION THAT IS NOT INCLUDED IN THE GAS UTILITY'S APPLICATION TO THE COMMISSION FOR APPROVAL OF A CLEAN HEAT PLAN PURSUANT TO SECTION 40-3.2-108 OR A GAS DEMAND-SIDE MANAGEMENT PROGRAM PLAN PURSUANT TO SECTION

40-3.2-103 (3) OR AS PART OF A DSM STRATEGIC ISSUES APPLICATION PURSUANT TO SECTION 40-3.2-103 (1).

(b) IN CONSIDERING WHETHER TO APPROVE A GAS UTILITY'S APPLICATION TO OFFER THERMAL ENERGY NETWORK SERVICE, THE COMMISSION SHALL CONSIDER THE LONG-TERM EFFECTS THAT THE PROPOSED THERMAL ENERGY NETWORK WOULD HAVE ON THE STATE'S UTILITY WORKFORCE.

(3) (a) ON OR BEFORE SEPTEMBER 1, 2024, A LARGE GAS UTILITY SHALL SUBMIT TO THE COMMISSION FOR REVIEW AND APPROVAL AT LEAST ONE PILOT PROGRAM, CONSISTING OF ONE OR MORE PILOT PROJECTS, TO PROVIDE THERMAL ENERGY SERVICE IN ITS SERVICE AREA.

(b) A LARGE GAS UTILITY MAY PROPOSE MORE THAN ONE PILOT THERMAL ENERGY NETWORK PROGRAM PURSUANT TO THIS SUBSECTION (3) BY FILING SEPARATE APPLICATIONS FOR REVIEW AND APPROVAL OF ADDITIONAL PILOT PROGRAMS WITH THE COMMISSION ON OR BEFORE SEPTEMBER 1, 2026.

(c) IN DEVELOPING A PILOT PROGRAM PROPOSAL, A LARGE GAS UTILITY SHALL PROPOSE AS PART OF THE PROPOSED PILOT PROGRAM AT LEAST ONE PILOT PROJECT THAT SERVES RESIDENTIAL CUSTOMERS LOCATED IN A:

(I) DISPROPORTIONATELY IMPACTED COMMUNITY;

(II) MOUNTAIN COMMUNITY SERVED BY THE LARGE GAS UTILITY; OR

(III) UTILITY SERVICE AREA THAT THE COMMISSION HAS DETERMINED IS CAPACITY CONSTRAINED OR THAT IS TARGETED FOR ELECTRIFICATION IN A UTILITY CLEAN HEAT PLAN OR BENEFICIAL ELECTRIFICATION PLAN.

(d) A LARGE GAS UTILITY'S PILOT THERMAL ENERGY NETWORK PROGRAM PROPOSAL MUST:

(I) INCLUDE SPECIFIC CUSTOMER PROTECTION PLANS THAT PROMOTE STABLE UTILITY RATES;

(II) BE MADE PUBLICLY AVAILABLE ON THE COMMISSION'S WEBSITE;
AND

(III) IF APPROVED, BE IMPLEMENTED IN COMPLIANCE WITH THE
LABOR STANDARDS SET FORTH IN SECTION 40-3.2-105.7.

(e) IN CONSIDERING WHETHER TO APPROVE A LARGE GAS UTILITY'S
APPLICATION PROPOSING A PILOT THERMAL ENERGY NETWORK PROGRAM,
THE COMMISSION SHALL CONSIDER THE LONG-TERM EFFECTS THAT THE
PROPOSED PILOT THERMAL ENERGY NETWORK PROGRAM WOULD HAVE ON
THE STATE'S UTILITY WORKFORCE.

(f) A LARGE GAS UTILITY MAY PROPOSE A PILOT THERMAL ENERGY
NETWORK PROGRAM AS PART OF THE LARGE GAS UTILITY'S APPLICATION FOR
APPROVAL OF A CLEAN HEAT PLAN PURSUANT TO SECTION 40-3.2-108 OR A
GAS DSM PROGRAM PLAN PURSUANT TO SECTION 40-3.2-103 (3) OR AS PART
OF A STRATEGIC ISSUES APPLICATION; EXCEPT THAT A PILOT THERMAL
ENERGY NETWORK PROGRAM APPLIED FOR AS PART OF A CLEAN HEAT PLAN
DOES NOT COUNT TOWARD THE CLEAN HEAT PLAN COST CAPS SET FORTH IN
SECTION 40-3.2-108 (6)(a)(I).

(g) IN PROPOSING A PILOT THERMAL ENERGY NETWORK PROGRAM
PURSUANT TO THIS SUBSECTION (3), A LARGE GAS UTILITY SHALL PRESENT
TO THE COMMISSION OPTIONS FOR HOW THE LARGE GAS UTILITY MAY FUND
THE PILOT PROGRAM, INCLUDING OPTIONS THAT INVOLVE THE USE OF ANY
FEDERAL OR PRIVATE SOURCES OF FUNDING OR RATE RECOVERY FROM
NONRESIDENTIAL CUSTOMERS TO MANAGE IMPACTS UPON RESIDENTIAL
CUSTOMERS. A PILOT THERMAL ENERGY NETWORK PROGRAM APPLICATION
MUST INCLUDE A CURRENT OR FORWARD-LOOKING RATE STRUCTURE TO
PROMOTE STABLE CUSTOMER BILLING.

(4) A LARGE GAS UTILITY THAT DEVELOPS A PILOT THERMAL ENERGY
NETWORK PROGRAM SHALL REPORT TO THE COMMISSION IN THE FORM AND
MANNER REQUIRED BY THE COMMISSION INFORMATION AND DATA
REGARDING THE PILOT PROGRAM TO HELP FURTHER THE DEVELOPMENT OF
FUTURE THERMAL ENERGY NETWORKS. THE LARGE GAS UTILITY'S REPORT
MUST INCLUDE:

(a) THE POTENTIAL FOR IMPLEMENTATION OF THERMAL ENERGY
NETWORKS TO PROVIDE CONSUMER BILL STABILIZATION AND THE METHODS

BY WHICH SUCH STABILIZATION MAY BE ACHIEVED;

(b) THE POTENTIAL FOR IMPLEMENTATION OF THERMAL ENERGY NETWORKS TO REDUCE CONSUMER BILL COSTS;

(c) THE POTENTIAL TO REUSE EXISTING GAS INFRASTRUCTURE FOR, OR TO TIME END-OF-LIFE GAS INFRASTRUCTURE RETIREMENT OR REPLACEMENT WITH, IMPLEMENTATION OF THERMAL ENERGY NETWORKS;

(d) THE POTENTIAL FOR IMPLEMENTATION OF THERMAL ENERGY NETWORKS TO ASSIST THE LARGE GAS UTILITY IN AVOIDING STRANDED GAS ASSETS;

(e) AN ESTIMATE OF AVOIDED EMISSIONS FROM IMPLEMENTATION OF THERMAL ENERGY NETWORKS; AND

(f) PROGRAMS, INCENTIVES, OR OTHER MECHANISMS THAT THE LARGE GAS UTILITY MAY EMPLOY TO MAKE WIDESPREAD THERMAL ENERGY NETWORK IMPLEMENTATION A VIABLE OPTION.

(5) (a) ON OR BEFORE JANUARY 1, 2025, THE COMMISSION SHALL INITIATE A PROCEEDING TO DETERMINE WHETHER COMMISSION RULE-MAKING OR ADDITIONAL LEGISLATIVE CHANGES ARE NEEDED TO FACILITATE THE DEVELOPMENT OF THERMAL ENERGY IN THE STATE.

(b) (I) AS PART OF THE PROCEEDING HELD PURSUANT TO THIS SUBSECTION (5), THE COMMISSION SHALL CONSIDER:

(A) THE APPROPRIATE UTILITY OWNERSHIP MODELS FOR DEVELOPMENT, ACQUISITION, CUSTOMER SERVICE, AND COST RECOVERY FOR THERMAL ENERGY NETWORKS; AND

(B) THE APPROPRIATE UTILITY RATE STRUCTURES FOR AND CUSTOMER TYPES OR CLASSES SERVED BY THERMAL ENERGY NETWORKS.

(II) THE COMMISSION MAY ALSO CONSIDER DURING THE PROCEEDING WHETHER RULES ARE NECESSARY TO:

(A) CREATE REQUIREMENTS FOR GAS-UTILITY-OWNED THERMAL ENERGY NETWORKS CONCERNING A LARGE GAS UTILITY'S ABILITY TO

PARTNER WITH QUALIFIED THIRD PARTIES THROUGH JOINT VENTURES, ASSET DEVELOPMENT AND TRANSFERS, OR SIMILAR STRUCTURES AND FACILITATE THE DEVELOPMENT OF THERMAL ENERGY NETWORKS;

(B) ENSURE THAT ANY THERMAL ENERGY NETWORK INCORPORATED INTO A LARGE GAS UTILITY'S SYSTEM PROVIDES RELIABLE AND RESILIENT SERVICE;

(C) PROMOTE TRAINING AND TRANSITION OF UTILITY WORKERS FOR THERMAL ENERGY JOBS;

(D) ADJUST A LARGE GAS UTILITY'S RATE RECOVERY MECHANISMS TO FURTHER SUPPORT THE DEVELOPMENT OF THERMAL ENERGY NETWORKS AS PART OF MEETING THE STATE'S OVERALL ENERGY POLICY OBJECTIVES; AND

(E) DETERMINE APPROPRIATE METHODS OF COST RECOVERY FOR THERMAL ENERGY NETWORKS, INCLUDING CONSIDERATION OF THE STABILITY OF UTILITY CUSTOMERS' BILLS.

(6) A LOCAL GOVERNMENT OR CAMPUS THAT DEVELOPS AND OPERATES A THERMAL ENERGY SYSTEM THAT PROVIDES THERMAL ENERGY SERVICE TO BUILDINGS THAT THE LOCAL GOVERNMENT OR CAMPUS OWNS AND MANAGES IS NOT CONSIDERED A PUBLIC UTILITY AND IS NOT SUBJECT TO REGULATION BY THE COMMISSION.

SECTION 6. In Colorado Revised Statutes, **repeal** article 40 of title 40.

SECTION 7. In Colorado Revised Statutes, 30-20-603, **amend** (1)(a) as follows:

30-20-603. Improvements and funding authorized - how instituted - conditions - definitions. (1) (a) (I) A district may be formed in accordance with the requirements of this part 6 for the purpose of constructing, installing, acquiring, or funding, in whole or in part, any public improvement, so long as the county that forms the district is authorized to provide such improvement or provide for such funding under the county's home rule charter, if any, or the laws of this state. Public improvements or the funding thereof shall OF PUBLIC IMPROVEMENTS MUST

not include any facility identified in section 30-20-101 (8) or (9). ~~No such~~ A district shall NOT provide the same improvement as an existing special district within the territory of ~~such~~ THE existing special district unless the existing special district consents.

(II) The improvements authorized by this part 6 may consist, without limitation, of constructing, grading, paving, pouring, curbing, guttering, lining, or otherwise improving the whole or any part of any street or providing street lighting, drainage facilities, or service improvements in the unincorporated area of a county or wholly or partly within the boundaries of any municipality within the county if such municipality consents by ordinance to ~~such~~ THE improvements. If improvements within a municipality are ~~so~~ included in a county improvement district by municipal consent, the county ~~shall have full authority to~~ MAY construct or acquire such improvements, ~~to~~ assess property within ~~such~~ THE municipality benefited by ~~such~~ THE improvements, and ~~to~~ enforce and collect such assessments, in the manner provided in this part 6. The improvements authorized by this part 6 may include, without limitation, the construction of sidewalks adjacent to any such streets or maintenance roads adjacent to any such drainage facilities.

(III) Prior to the establishment of any improvement district for the purpose of providing street lighting, arrangements, by contract or otherwise, must be established under which the owners of property included within ~~such~~ THE district ~~shall be~~ ARE responsible for the maintenance and operation of such street lighting improvement. The costs of maintenance and operation of ~~such~~ THE street lighting improvements shall not be paid from the county general fund.

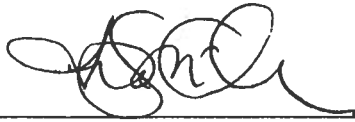
(IV) Drainage facilities shall not be provided in any area ~~which~~ THAT is within an existing drainage district organized or created pursuant to law without the approval of ~~such~~ THE district.

(V) ~~The term~~ AS USED IN THIS SUBSECTION (1)(a), "service" ~~as used in this paragraph (a)~~ includes the services provided by a public utility as defined in section 40-1-103, ~~C.R.S.~~, as well as advanced service as defined in section 29-27-102 (1), ~~C.R.S.~~, cable television service as defined in section 29-27-102 (2), ~~C.R.S.~~, telecommunications service as defined in section 40-15-102 (29), ~~C.R.S.~~, ~~geothermal heat suppliers, as defined in section 40-40-103, C.R.S.,~~ and information service as defined in 47 U.S.C.

sec. 153 (~~20~~) (24), or any successor section.

SECTION 8. Act subject to petition - effective date. This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; 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 such period, then the act, item, section, or part will not take effect unless approved by the people at the general election to be held in

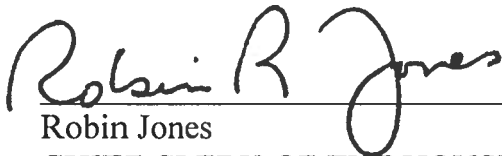
November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES



Steve Fenberg
PRESIDENT OF
THE SENATE

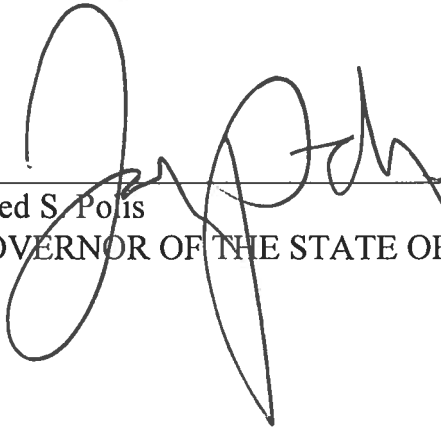


Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES



Cindi L. Markwell
SECRETARY OF
THE SENATE

APPROVED Thursday May 11th 2023 at 12:30 PM
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

ACTIVITY REPORT - AUGUST, 2025

<u>POLICE</u>			<u>MUNICIPAL COURT</u>		
	2025	2024		2025	2024
Property Stolen	\$2,937	\$20,265	Total number of citations issued for this court date	*	*
Property Recovered	\$812	\$0	Total number of violators due in court		
Animal Control			Total number of violators in court		
Citations	0	1			
Warnings	0	10	Deferred to trial:		
Bar Checks	43	8	Received Deferred Sentences:		
Business Checks	23	27	Dismissed:		
Assists	21	13	Guilty Pleas:		
Parking Citations	0	0	Guilty to Amended Charges:		
Parking Warnings	0	2	Guilty from Trial:		
Traffic Citations	71	12	Continued to following month:		
Traffic Warnings	196	36	Dismissed Prior to Court		
Traffic Accidents	13	10	Handled by Mail		
Public Streets	10	8	W/in 20 days for Point Reduction:		
Private Property	3	2	Outside of 20 days:		
Injuries	2	1	No Shows		
Open Buildings	2	1	Warrants Issued:		
Alarms	2	1	Hold placed on Drivers License:		
Calls for service	741	389	Filed Unpaid:		
Felony Arrests					
Menacing	1	1	* No municipal court session held in August		
Misdemeanor Arrests					
DUI	12	4			
Warrant	1	3			
Domestic Violence	1	1			
Violation of a restraining order	1	1			
Harassment	2	2			
Theft < \$300	1	0			
Theft \$300 - \$1,000	2	0			

ACTIVITY REPORT - SEPTEMBER, 2025

POLICE

	2025	2024
Property Stolen	\$1,200	\$9,620
Property Recovered	\$0	\$0
Animal Control		
Citations	0	3
Warnings	8	0
Bar Checks	0	35
Business Checks	73	30
Assists	18	14
Parking Citations	0	0
Parking Warnings	0	5
Traffic Citations	87	35
Traffic Warnings	134	107
Traffic Accidents	9	5
Public Streets	3	2
Private Property	6	3
Injuries	1	0
Open Buildings	3	1
Alarms	13	3
Calls for service	640	605
Felony Arrests	3	4
Poss. of controlled substance	1	
1st degree criminal trespass	1	
Vehicular eluding	1	
Misdemeanor Arrests	19	11
3rd degree assault	1	
Domestic violence	2	
Poss. of drug paraphernalia	1	
DUI	7	
Fraud	1	
Harassment	1	
Theft	1	
Violation of protection order	1	
Warrants	4	

MUNICIPAL COURT

	2025	2024
Total number of citations issued for this court date	29	41
Total number of violators due in court	17	10
Total number of violators in court	5	7
Deferred to trial:	1	2
Received Deferred Sentences:	1	0
Dismissed:	0	0
Guilty Pleas:	0	0
Guilty to Amended Charges:	1	4
Guilty from Trial:	0	0
Continued to following month:	1	1
Dismissed Prior to Court	0	0
Handled by Mail		
W/in 20 days for Point Reduction:	31	28
Outside of 20 days:	11	11
No Shows		
Warrants Issued:	4	1
Hold placed on Drivers License:	2	0
Filed unpaid	0	0
Plea by Mail	0	2



RECORD OF PROCEEDINGS – MINUTES

WORK SESSION OF THE TOWN COUNCIL OF THE TOWN OF FRISCO FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443 SEPTEMBER 23, 2025 AT 5:00PM

Call to Order:

Work Session called to order at 4:00PM by Mayor Ihnken.

- **Agenda Item #1:** 2026 Grant Recommendations from Grants Subcommittee
 - **Note:** Councilmember Ryan recused himself from this topic.
- **Agenda Item #2:** Capital Plan Update

REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF FRISCO FRISCO TOWN HALL, 1 MAIN STREET, FRISCO, COLORADO 80443 SEPTEMBER 23, 2025 AT 7:00PM

Call to Order:

Meeting called to order at 7:00PM by Mayor Ihnken.

Roll Call:

Roll called by Town Clerk Stacey Campbell at 7:00PM.

Rick Ihnken – PRESENT (IN-PERSON)

Andy Held – PRESENT (IN-PERSON) – Mayor Pro Tem

Martin Allen – ABSENT

Robyn Goldstein – PRESENT (IN-PERSON)

Dan Kibbie – PRESENT (IN-PERSON)

Zachary Ryan – PRESENT (IN-PERSON)

Elizabeth Skrzypczak-Adrian – PRESENT (IN-PERSON)

Public Comment:

Public Comment opened by Mayor Ihnken at 7:01PM.

Public Comment is reserved for items that do not have Public Hearings on this meeting's agenda. If you plan to comment on an item already appearing on the agenda, please wait until that item is announced and public comment is requested at that time. State your name and address for the record, be topic-specific, and limit comments to three minutes or less. No Council action is taken on Public Comments at Council meetings. Council takes public comments under advisement, and if a Council and/or Staff response is deemed necessary or appropriate, the individual making the

comment will receive a formal response from the Town at a later date. It is recommended to sign-in at the Welcome Table at each meeting if providing in-person Public Comment, and include contact information for follow-up communication.

Full Name of Commenter	In Person or Online	Address	Topic(s)
Karlyn Vasan	In Person	114 Beaver Lodge Road	Bay Club HOA, Divide Road Connectivity

Seeing no additional public comments in person or online, Mayor Ihnken closed Public Comment at 7:05PM and moved into Council Comments.

Council Comments:

Councilmember Goldstein attended the Fall Gear Repair Fair, complimenting attendance and staff efforts including Nico Cruz, and the addition of the clothing swap portion of the event.

With no further Council Comments, Mayor Ihnken moved into Staff Updates at 7:06PM.

Staff Updates:

None

Approval of Agenda:

Consent Agenda:

- Minutes from September 9, 2025 Meeting
- Warrant List
- Purchasing Cards
- Resolution 25-33: A RESOLUTION APPROVING AN AMENDMENT TO THE SCOPE OF WORK FOR THE STRONG COMMUNITIES GRANT AWARDED BY THE COLORADO DEPARTMENT OF LOCAL AFFAIRS
- Home Rule Charter Code Review: Q3 Memo
- Colorado Municipality Opioid Settlement Participation & Release Form Approval - Purdue
- Colorado Municipality Opioid Settlement Participation & Release Form Approval - Secondary Manufacturers
- Butler Snow LLP Engagement Approval
- Resolution 25-37: A RESOLUTION ADOPTING THE TOWN OF FRISCO 2025 THREE MILE PLAN

MOTION: COUNCILMEMBER SKRZYPCZAK-ADRIAN MOVED TO APPROVE THE CONSENT AGENDA, SECONDED BY MAYOR PRO TEM HELD.

VOTE:

KIBBIE	ABSENT
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA
IHNKEN	YEA
ALLEN	ABSENT

MOTION: PASSED AT 7:07PM

New Business:

Agenda Item #1: Extra-Territorial Water Service Agreement Consideration (0721 Temple Trail)

Mayor Ihnken read the item into the record at 7:07PM and opened the public hearing.

Water Superintendent Ryan Thompson introduced the application and recommended approval of the application. The property meets all of the criteria required of the Town, and the applicant has acknowledged these requirements. The applicant attended in person, stating they have owned the property for about 20 years. He also offered to answer any questions from Councilmembers.

Mayor Ihnken asked if, and if so how, the Water Division accounts for servicing this property's water in the overall water capacity

Town Attorney Thad Renaud also added some contextual information about the Extra-Territorial Water Service Application process.

Mayor Ihnken opened the floor for Public Comment at 7:17PM, seeing none, closed Public Comment.

MOTION: MAYOR PRO TEM HELD MOVED TO APPROVE THE APPLICATION AT THE SPECIFIED ADDRESS, SECONDED BY COUNCILMEMBER RYAN.

ALLEN	ABSENT
KIBBIE	ABSENT
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA
IHNKEN	YEA

MOTION: PASSED AT 7:17PM

Agenda Item #2: First Reading Ordinance 25-12: AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY ("CWRPDA"); AUTHORIZING THE FORM AND EXECUTION OF LOAN AGREEMENT AND GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH

Mayor Ihnken read the item into the record at 7:19PM and opened the public hearing.

Water Superintendent Ryan Thompson presented the Ordinance, and the background surrounding the project to repair Frisco's Well #7 due to PFAS contamination. Through the Bipartisan Infrastructure Act, in 2024, the Town applied for funding to assist with the project, for the amount of \$8,200,000. The Town needs to adopt this Ordinance in order to begin receiving funds from the Colorado Water Resources and Power Development Authority. Ryan stated further that these funds would handle the overwhelming minority of the cost of repairing Well #7. He also offered to answer any questions from Councilmembers.

Mayor Pro Tem Held asked if the well will remain contaminated permanently. Ryan explained that it's difficult to say, and difficult to predict the future, but the hope is that eventually the chemical plume will no longer contaminate the water in Frisco. The plan is to build a water treatment plant above the well to perpetually treat the water that comes out of Well #7. Ryan also stated that the Calgon Corporation is the chosen company to source the treatment carbon material from.

Mayor Ihnken opened the floor for Public Comment at 7:32PM, seeing none, closed Public Comment.

MOTION: MAYOR PRO TEM HELD MOVED TO APPROVE THE ORDINANCE ON FIRST READING, SECONDED BY COUNCILMEMBER SKRZYPCZAK-ADRIAN.

IHNKEN	YEA
ALLEN	ABSENT
KIBBIE	ABSENT
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA
RYAN	YEA

MOTION: PASSED AT 7:33PM

Agenda Item #3: First Reading Ordinance 25-11: AN ORDINANCE AMENDING CHAPTER 110, ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE LICENSING OF SHORT-TERM RENTAL PROPERTY, BY AMENDING SECTIONS 110-38, 110-39, 110-40, 110-41, 110-42, AND 110-43 CONCERNING THE ADMINISTRATION OF SHORT-TERM RENTAL LICENSES

Mayor Ihnken read the item into the record at 7:33PM and opened the public hearing.

Community Development Specialist Kyle Ottinger explained that the Code changes being proposed are minor and administrative in nature: 1) to remove the exemption for residential units under contract to bypass the waitlist; and 2) to replace the Finance Director with the Community Development Director as the Authority for Short-Term Rental Licensing. He offered to answer any questions.

Mayor Ihnken opened the floor for Public Comment at 7:34PM, seeing none, closed Public Comment and moved to Council Discussion.

MOTION: COUNCILMEMBER SKRZYPCZAK-ADRIAN MOVED TO APPROVE THE ORDINANCE ON FIRST READING, SECONDED BY COUNCILMEMBER RYAN.

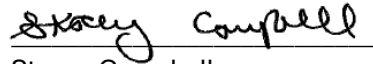
RYAN	YEA
IHNKEN	YEA
ALLEN	ABSENT
KIBBIE	ABSENT
GOLDSTEIN	YEA
HELD	YEA
SKRZYPCZAK-ADRIAN	YEA

MOTION: PASSED AT 7:35PM

Adjourn:

MAYOR PRO TEM HELD MOVED TO ADJOURN, SECONDED BY COUNCILMEMBER SKRZYPCZAK-ADRIAN MOVED TO ADJORN, COUNCIL VOTED UNANIMOUSLY IN FAVOR AT 7:37PM.

Respectfully Submitted,



Stacey Campbell
Town Clerk





TO: Mayor and Town Council
FROM: Nico Cruz, Sustainability Coordinator
RE: Resolution 25-36: A RESOLUTION TO APPROVE THE CLIMATE ACTION AND RESILIENCY PLAN FOR THE TOWN OF FRISCO
DATE: October 14, 2025

Summary & Background:

Resolution 25-36 seeks to adopt the Town of Frisco's Climate Action and Resiliency Plan (CARP), a comprehensive, science-based framework that charts a path to net-zero greenhouse gas emissions by 2050. The plan integrates strategies across five pillars: renewable energy, building energy, transportation, waste, and natural environment, with a strong emphasis on equity, resilience, and community engagement.

CARP builds on the Town's previous climate commitments under:

- Resolution 19-18 (Summit Community Climate Action Plan, 2019),
- Resolution 22-30 (Energy Action Plan, 2022),
- Resolution 24-21 (All-Electric Municipal Buildings Policy, 2024).

Development of the plan began in 2024 and was led by Iconergy and the Institute for the Built Environment (IBE), supported by community stakeholders and a grant from the Colorado Department of Local Affairs (DOLA). The finalized plan was presented to Council on June 24, 2025, with feedback incorporated into the current version.

Analysis:

The CARP lays out a science-based and equitable framework to achieve net-zero emissions by 2050. Key features include:

- Emissions Target: Aligns with the Science-Based Targets Initiative (SBTi) by aiming to reduce emissions 54.6% by 2030 from 2017 levels and achieve net-zero emissions by 2050. Sector-specific goals include reducing building energy emissions by 21% and transportation emissions by 25% by 2030, with a community-wide target of 100% renewable electricity in buildings by 2035.
- Five Strategic Pillars and Key Strategies:
 - o Renewable Energy:
 - ☐ Promote solar installations on municipal and private properties.
 - ☐ Pursue district-scale geothermal heating systems.
 - ☐ Support regional efforts for grid decarbonization and battery storage.
 - o Building Energy:
 - ☐ Expand access to energy efficiency programs for residential and commercial buildings.
 - ☐ Require high-performance standards for new development and major renovations.
 - ☐ Encourage building electrification, especially through incentives for heat pump installations.
 - o Transportation:
 - ☐ Increase electric vehicle (EV) adoption through charging infrastructure and public fleet conversion.

- ☐ Promote and improve transit, biking, and walking infrastructure to reduce single-occupancy vehicle trips.
 - ☐ Collaborate with regional transit providers to expand low-emission options.
 - o Waste:
 - ☐ Increase waste diversion through composting and recycling access, and education.
 - ☐ Implement policies that support construction and demolition (C&D) material recycling.
 - ☐ Support zero-waste goals in public spaces and at events.
 - o Natural Environment:
 - ☐ Integrate wildfire risk mitigation into land use and forest management strategies.
 - ☐ Enhance green infrastructure and water conservation efforts.
 - ☐ Protect open spaces to support carbon sequestration and ecosystem resilience.
 - Municipal Electrification: In line with Resolution 24-21, CARP prioritizes electrification in new municipal facilities via technologies such as geothermal systems and heat pumps.
 - Community Integration: Public-private partnerships, local incentives, and education campaigns are proposed to broaden participation and accelerate adoption.
- CARP integrates strategies from the Energy Action Plan, EV Readiness Strategy, and Climate Equity Plan, establishing a unified and actionable climate framework for Frisco.

Financial Impact:

Plan development was funded through a \$110,000 contract with Iconergy, partially offset by a \$55,000 grant from DOLA. Future implementation will rely on external grants, rebates, and public-private partnerships to reduce fiscal impact on the Town.

Environmental Sustainability:

CARP is Frisco’s most comprehensive environmental initiative to date, designed to mitigate climate impacts while enhancing ecosystem resilience, reducing pollution, and improving public health. The plan:

- Supports the shift to clean, renewable energy.
- Reduces local emissions from buildings and vehicles.
- Expands zero-waste and recycling efforts.
- Enhances water conservation and wildfire resilience.
- Prioritizes equity to ensure that all community members share climate benefits.

These efforts collectively advance the Town’s long-term environmental goals and position Frisco as a regional leader in sustainability.

Alignment with Strategic Plan:

CARP supports the Council’s 2024–2028 Strategic Plan goal of Environmental Stewardship under Core Services. It also aligns with Guiding Principle 6 of the Frisco Comprehensive Plan (2025), supporting evidence-based, equitable decisions that enhance community resilience, reduce emissions, and ensure cost efficiency.

Staff Recommendation:

Staff recommends adoption of Resolution 25-36, approving the Climate Action and Resiliency Plan and authorizing staff to proceed with implementation and reporting.

Reviews and Approvals:

Nico Cruz, Sustainability Coordinator
 James Gorham, Economic Development Manager
 Katie Kent, Community Development Director

Created/Initiated - 10/3/2025
 Approved - 10/6/2025
 Approved - 10/8/2025

Attachments:

1. Attachment 1 - Resolution 25-36 2025 Climate Action & Resiliency Plan Adoption
2. Attachment 2 - 2025 Climate Action and Resiliency Plan

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 25-36**

A RESOLUTION TO APPROVE THE CLIMATE ACTION AND RESILIENCY PLAN FOR THE TOWN OF FRISCO.

WHEREAS, the Town Council of the Town of Frisco recognizes the urgent need to address climate change and build resilience to protect the health, safety, and well-being of residents, businesses, and visitors; and

WHEREAS, the Climate Action and Resiliency Plan is a comprehensive planning document that outlines strategies to reduce greenhouse gas emissions, improve energy efficiency, promote renewable energy, protect natural resources, and strengthen the Town's ability to adapt to changing climate conditions; and

WHEREAS, the Plan was developed through collaboration with community members, regional partners, and technical experts to ensure that strategies are achievable, equitable, and aligned with local, regional, and state goals; and

WHEREAS, the Town Council has reviewed and discussed the proposed Climate Action and Resiliency Plan, including priority actions, implementation timelines, and measurable outcomes; and

WHEREAS, the Town Council believes adoption of the Plan will provide a roadmap to reduce emissions, increase resiliency, and contribute to the long-term sustainability and vitality of the Town.

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

Section 1. The Town Council hereby adopts the Climate Action and Resiliency Plan for the Town of Frisco.

Section 2. The Town Council directs Town staff to proceed with the implementation of the Plan and to provide regular updates on progress, including annual reporting on goals, actions, and outcomes.

Section 3. The Town Council affirms its commitment to integrating the Climate Action and Resiliency Plan into Town policies, operations, and decision-making, and to working with regional and state partners to achieve shared climate and sustainability goals.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 14th DAY OF OCTOBER 2025.

TOWN OF FRISCO:

ATTEST:

Frederick J. Ihnken, Mayor

Stacey Campbell, Town Clerk

Town of Frisco

Climate Action and Resiliency Plan



Adopted October 2025



Acknowledgements

Town of Frisco:

Hilary Sueoka, Environmental Programs Manager
Nico Cruz, Sustainability Coordinator
Tom Fisher, Town Manager
Kris Valdez, Principal Planner | Community Development
Katie Kent, Community Development Director
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Narelle Kipple, High Country Conservation Center
Ruth Campbell, Rehydrate

Executive Summary

Frisco, a vibrant mountain community nestled in Colorado’s High Country, faces urgent climate challenges driven by its snowy winters, reliance on fossil fuels for heating and transportation, and growing pressures from tourism and development. This Climate Action and Resiliency Plan outlines a bold, equitable roadmap to achieve **net-zero greenhouse gas (GHG) emissions by 2050**, prioritizing resilience, affordability, and community well-being. By leveraging local assets—such as its geothermal potential, innovative spirit, and collaborative ethos—Frisco will transition to a sustainable, low-carbon future while safeguarding its natural environment and unique quality of life.

Vision

To become a national model for climate-resilient mountain communities by:

- **Eliminating fossil fuel dependence** in buildings, transportation, and energy systems.
- **Protecting ecosystems** and reducing vulnerability to climate impacts.
- **Advancing equity** by ensuring all community members, workers, and businesses benefit from the clean energy transition.



Photography by Lauren Monti, Iconergy

GHG Inventory (2023):

The Town of Frisco’s 2023 GHG inventory revealed that building energy—primarily reliant on natural gas—accounts for nearly 70% of community-wide emissions, driven by the region’s long winters and aging infrastructure. Transportation, including tourism and commuter traffic, contributes 22%, with the remaining 8% stemming from waste, agriculture, and other sectors. This data underscores the critical need to prioritize building electrification, geothermal energy adoption, and transportation decarbonization to achieve the Town’s 2050 net-zero goals while addressing its largest emission sources. GHG inventories and goals are shown in Table 1.

An inventory of the municipal buildings was also completed in an effort to outline what the

Town of Frisco needs to accomplish to meet its goals to electrify and provide 100% renewable energy for Town owned buildings by 2030.

Table 1. GHG Emissions and Reduction Goals by Year

Year	Milestone	GHG Emissions (MT CO ₂ e)
2017	Baseline	74,050
2020	Actual Emissions	60,298
2023	Actual Emissions	62,049
2030	54.6% Reduction (SBTi Milestone)	33,619
2030	Expected Emission with CAP strategies	42,806
2050	100% Reduction (SBTi Final Goal)	0
2050	Expected Emission with CAP strategies	2,377

Climate Vulnerability Analysis:

Critical risks exacerbated by climate change are identified in Frisco’s climate vulnerability analysis, including intensifying wildfires, prolonged extreme cold events, and heightened flooding from rapid snowmelt and erratic precipitation. Surrounding forests and residential areas are threatened by wildfires, while energy infrastructure is strained and vulnerable populations—such as outdoor workers and elderly community members—are endangered by sub-freezing temperatures. Water quality, transportation networks, and local ecosystems are jeopardized by increased flooding risks, particularly in low-lying downtown areas and watersheds. Stark equity gaps are highlighted in the analysis, with low-income households, rental tenants, and frontline workers facing disproportionate exposure due to inadequate housing insulation, limited emergency resources, and reliance on unstable energy systems.

The intersection of climate risks and social vulnerabilities is underscored, emphasizing the relationship between environmental hazards and socioeconomic disparities. The analysis provides a basis for understanding the compounded challenges faced by high-risk populations and ecosystems, with implications for both human well-being and ecological stability.

Core Strategies

The following sections outline the strategies proposed in this plan to help the Town achieve its overall GHG emissions reduction goals. Both long- and short-term strategies are presented in this plan, acknowledging that this is not just a plan for the next decade, but a pledge to future generations: a promise to act boldly, act together, and act now.

Renewable Energy

1. Community Renewable Energy
2. On-site Solar
3. Education

Building Energy

1. Electrification
2. Building Codes
3. Community Solutions

Transportation

1. Alternate Transport
2. Electric Alternatives

Waste

1. Everyday Waste
2. Construction Waste

Natural Environment

1. Preservation and Restoration
2. Community Resilience

Equity & Collaboration

- **Low-Income Priorities:** Allocate 40–50% of incentives (e.g., geothermal connections, electrification rebates) to underserved households.
- **Public-Private Partnerships:** Collaborate with Xcel Energy, state agencies, and local businesses to fund pilots like geothermal drilling and zero waste initiatives.
- **Community Engagement:** Launch education campaigns and co-design programs with community members, workers, and community partners to ensure inclusive decision-making.



Key Outcomes by 2050

- **Emissions:** Net-zero community-wide GHG emissions require significant reductions in all sectors (Table 2).
- **Health:** Eliminate indoor air pollution from gas stoves and reduce respiratory illnesses by 20%.
- **Economy:** Save households and businesses \$10M annually through energy efficiency and reduced fuel costs.
- **Resilience:** Achieve energy independence via geothermal and solar, insulating Frisco from fossil fuel price shocks.

Table 2. GHG Emissions Reductions by Sector

Sector	GHG Emissions Reduction (MT CO ₂ e)
Renewable Energy	21,443
Building Energy	21,664
Transportation	13,225
Waste	3,340
Natural Environment	min
Total by 2050	59,671

Pathway to Success

- **2025–2035:** Pilot geothermal infrastructure, electrify municipal assets, and launch equity-focused rebates.
 - **2035–2045:** Scale renewable energy systems, retrofit 75% of buildings, and phase out gas appliances.
 - **2045–2050:** Full transition to a circular, zero-waste economy with 100% renewable energy.
- By uniting innovation, equity, and community action, Frisco will not only meet its climate goals but also inspire mountain towns globally to embrace a sustainable future.



Glossary

Term / Acronym	Definition
ADA (Americans with Disabilities Act)	A federal civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including transportation and the built environment.
Anthropogenic	Caused or influenced by human activity—often used in the context of emissions or climate change.
B Corp	A for-profit company certified to meet high standards of social and environmental performance, public transparency, and legal accountability.
BESS (Battery Energy Storage System)	Large batteries, often containerized, that store surplus solar or wind power for later use—like a community-sized power bank.
BTU (British Thermal Unit)	A unit of heat energy; roughly the heat released by burning one wooden match.
CAIC (Colorado Avalanche Information Center)	A state agency that forecasts avalanche danger and provides safety information for backcountry users in Colorado’s mountains.
CARP (Climate Action and Resiliency Plan)	A long-term plan created by a town or region to reduce emissions and adapt to climate change impacts, including energy, land use, and transportation strategies.
CO₂ (Carbon Dioxide)	The most common greenhouse gas released from burning fossil fuels such as gasoline, diesel, and natural gas.
Cold Climate Heat Pumps	A variation of an existing air conditioning technology, cold climate heat pumps are designed to heat homes adequately in very cold weather (as low as -22°F) and, as a secondary function, cool these homes during warm weather.
Deed Restrictions	Stipulations written into a property’s deed or recorded as a restrictive covenant that outlines conditions and/or restrictions for the property. Many of the deed restrictions in Summit County are designed to further the goals of affordable workforce housing.
Electric Vehicle (EV)	A car, truck, or bike powered entirely by electricity instead of gasoline or diesel.
Electrification	Replacing equipment that burns fossil fuels (e.g., gas furnaces or stoves) with electric alternatives (e.g., heat pumps or induction cooktops).
Energy Performance Contract	An alternative financing mechanism authorized by the United States Congress designed to accelerate investment in cost effective energy conservation measures in existing Federal buildings.
Equity	Promoting justice, impartiality, and fairness surrounding the procedures, processes, and distribution of resources by institutions or systems. Tackling equity issues requires understanding and addressing the root causes of outcome disparities within our society. Equity must be core to both the process and the outcomes to ensure inclusive solutions for all.
FEMA (Federal Emergency Management Agency)	The U.S. agency that helps communities prepare for and recover from disasters like floods and wildfires.
Floodplain	Low-lying land next to a river or creek that can flood during heavy rain or snow-melt events.

Term / Acronym	Definition
GHG (Greenhouse Gas)	Any gas (like CO ₂ or methane) that traps heat in the atmosphere and drives climate change.
HC3 (High Country Conservation Center)	A Summit County nonprofit that supports climate action, composting, energy efficiency, and sustainability education for community members and businesses.
HOA (Homeowners Association)	A private organization within a residential community that enforces rules and manages shared infrastructure like landscaping, snow removal, and sometimes solar access or energy guidelines.
HVAC (Heating, Ventilation, and Air-Conditioning)	The systems that heat, cool, and move air inside buildings.
IECC (International Energy Conservation Code)	A model building code that sets minimum energy-efficiency requirements for new construction and major renovations.
Institute for the Built Environment (IBE)	A sustainability research and consulting group based at Colorado State University that helps communities improve buildings and infrastructure using climate-responsive design.
Levelized Cost of Heating (LCOH)	A measure of the average net present cost of heating generation for a heating source over its lifetime. It is used for investment planning and to compare different methods of heating on a consistent basis.
LiDAR (Light Detection and Ranging)	A remote sensing method that uses laser light to create high-resolution 3D maps of terrain, buildings, and vegetation—useful for flood, wildfire, and urban planning.
LSEV (Low-Speed Electric Vehicle)	A neighborhood electric vehicle (NEV) with a top speed of around 25 mph, often used for short trips or within campus/tourist districts.
Mixed Use Zoning	Areas which are primarily intended to have a mix of residential and nonresidential land uses within close proximity to each other and where complementary business uses may be permitted
NACTO (National Association of City Transportation Officials)	A coalition of major U.S. cities that creates street design guides prioritizing safety, equity, and multi-modal access (e.g., walking, biking, transit).
NOAA (National Oceanic and Atmospheric Administration)	A federal science agency focused on weather, climate, oceans, and coastal management; key source for climate data and forecasting.
NRI (National Risk Index)	A FEMA tool that maps a community's relative risk to natural hazards such as wildfire, flood, and drought.
PV (Photovoltaics / Solar PV)	Solar panels that turn sunlight directly into electricity.
Renewable Energy Mitigation Program (REMP)	A local policy that requires homeowners who exceed energy budgets (e.g., for heated driveways or large homes) to either reduce consumption or pay into a fund that supports renewable energy projects.
Resilience	A community's ability to withstand, adapt to, and recover quickly from climate-related shocks (heat waves, wildfires, floods).
Safer Choice	An EPA program that certifies products made with ingredients safer for human health and the environment (e.g., cleaning products, paints).
SBTi (Science-Based Targets initiative)	An international program that verifies whether an organization's emissions-reduction targets align with climate science.

Term / Acronym	Definition
SCRAP (Summit County Resource Allocation Park)	The county's waste and recycling center, which includes composting and hazardous waste disposal services.
SolSmart Silver	A national designation recognizing local governments that have taken steps to make it faster, easier, and more affordable to go solar. "Silver" is a mid-tier level of achievement.
SOV (Single-Occupancy Vehicle)	A car with just the driver inside, no passengers; reducing SOV trips cuts traffic and emissions.
Summit County Sustainable Building Code	Local energy codes that go beyond state minimums, requiring higher energy efficiency, electrification readiness, and sometimes solar or EV infrastructure in new construction.
TDM (Transportation Demand Management)	Policies and programs that reduce the number of car trips—think transit passes, bike lanes, or car-pool incentives.
UDC (Unified Development Code)	A local planning and zoning framework that integrates land use, flood resilience, building form, and infrastructure rules into a single document.
Vision Zero	A strategy to eliminate all traffic fatalities and severe injuries, while increasing safe, equitable mobility for all.
WUI (Wildland-Urban Interface)	Areas where homes and businesses border or intermingle with forests and grasslands—places with higher wildfire danger.
Xcel Energy	The electric and natural-gas utility serving Frisco and much of Summit County.
Zero-Energy Ready Home	A high-performance home that is so energy efficient that a renewable energy system could offset most or all the home's annual energy use.

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Introduction

Purpose of this Plan

The Town of Frisco is a beautiful mountain town that attracts people excited for outdoor adventure such as skiing, snowshoeing, rowing, kayaking, hiking, biking, sailing, and camping. Being less than 30-minutes away from six ski resorts and sitting on Lake Dillon, the 2-square-mile town, also known as the “Main Street of the Rockies,” is right off I-70 and the perfect place for people from all over to enjoy.

**“The Town will inspire community members, businesses, and visitors to reduce emissions through outreach and leadership in energy efficiency, renewable energy projects, and cost-effective building decarbonization.”
(Town of Frisco Energy Action Plan)**

As a prominent Town for starting a mountain adventure or a place to recover and relax after one, the Town wants to go a step further and showcase itself as a leader in sustainability and resiliency. To do this, a GHG inventory has been conducted to measure the amount of GHG emissions from the Town in order to set milestones and goals. This report has taken these measurements into consideration to prioritize strategies for GHG reduction and energy conservation.

The Town acknowledges that the global climate is changing. As a high mountain community there are unique challenges within the township that will not be encountered anywhere else. In an attempt to mitigate these effects to the extent possible, the Town is committed to reducing their GHG emissions. The Town of Frisco has developed strategies to stay proactive in identifying and mitigating the risks imposed by the changing climate. This Climate Action and Resiliency Plan (CARP) aims to pinpoint changing climate risks facing the Town and provide a path to resiliency against them.

This plan also reiterates the Town’s carbon reduction goals and identifies strategies for reducing greenhouse gas emissions and overall carbon footprint of the community.



Photography by Lauren Monti, Iconergy

Existing Conditions Analysis

Energy Baseline

The Town of Frisco has completed prior community-wide Greenhouse Gas Inventories for 2017 (Figure 1) and 2020 (Figure 2) as a part of larger efforts lead by Summit County and the State of Colorado. These GHG inventories have been the driving force behind the prior climate and energy action plans for the Town.

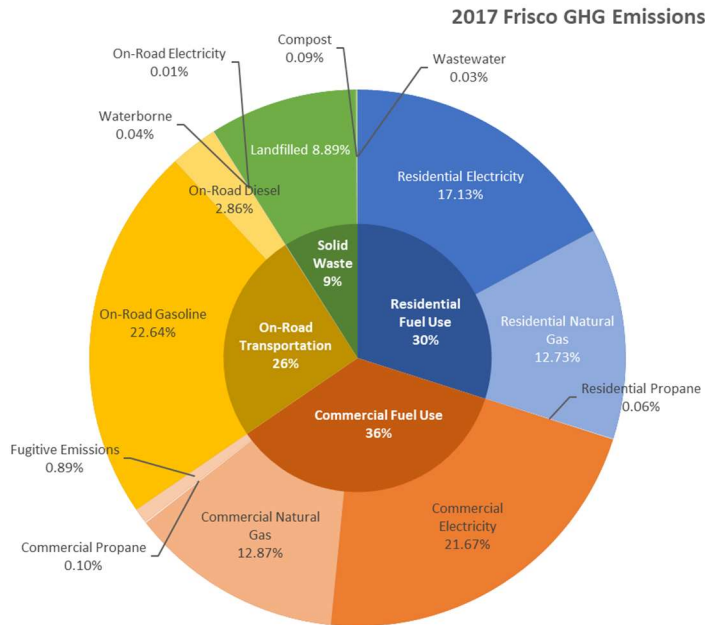


Figure 1. 2017 GHG Emissions

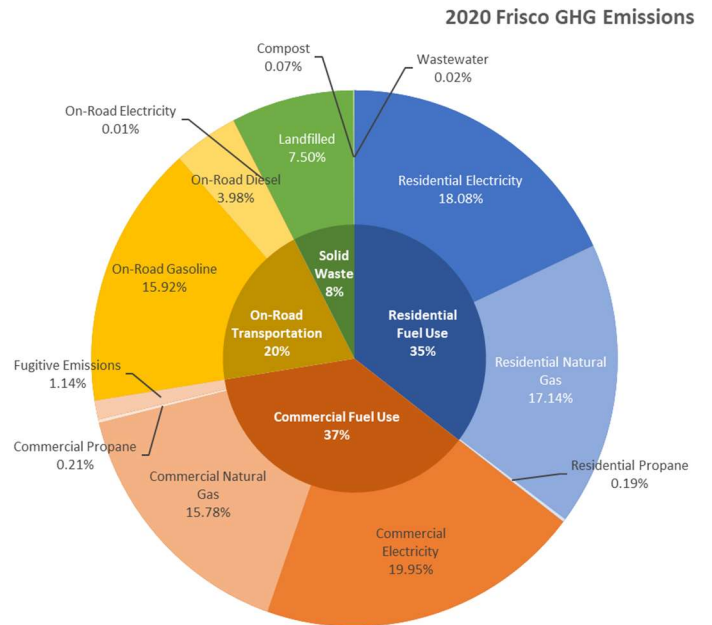


Figure 2. 2020 GHG Emissions

A few key takeaways were identified from these inventories.

- The significant reduction in GHG in 2020 was largely due to COVID19 restrictions and the impact that had on reduced travel and tourism worldwide. This is evident in the reduction in commercial fuel use, on-road transportation, and waste (Figure 3).
- The Town is heavily dependent on natural gas for heating. Actions taken towards electrification must be directed toward both commercial and residential sectors.
- Transportation emissions are the third largest sector and present a unique challenge due to the tourism industry that the Town relies on.

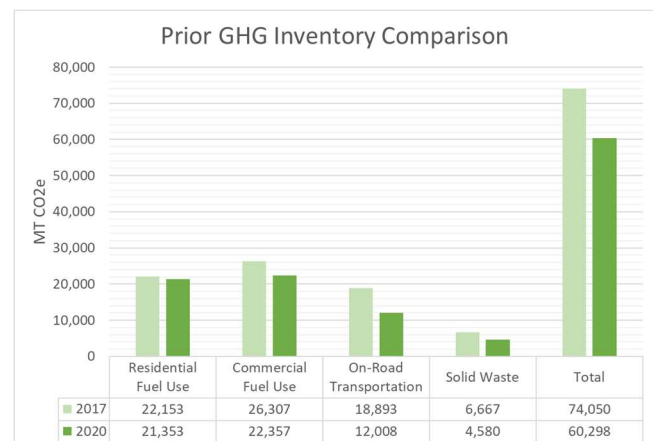


Figure 3. Year Over Year Comparison of Prior GHG Inventories

Further discussion of the Town's greenhouse gas emissions, including data from 2023, can be found in the Greenhouse Gas Inventory section of this report.

Climate Conditions

The emissions of GHGs in a post-industrialized world have influenced the global climate resulting in increasing temperatures, greater storm intensity, and hotter, drier droughts. Understanding these changes will help predict and quantify the associated risks that affect the Town directly. Historic climate data reveal trends of observed climatic changes, and climate projections offer a view of the extent of those changes. Both data sets are used to predict new or worsening risks to the Frisco area as a result of climate change.

Past Trends

Climate trends have been identified using historic weather data from the early 1900s through 2023¹. Since the early 2000's this area has consistently experienced over 15 summer days above 80°F, compared to an average of 5 in the 1970's. Similarly, the number of days with a minimum temperature above 32°F has increased from roughly 60 days per year in the 1950s to an average of 95 days during the past decade.

Another trend that has been observed is the change in precipitation falling in the area. In the mountain areas, not all precipitation is created equal; snow is preferable to rain. The snow that falls in this area forms a snowpack that feeds the watersheds of several major US rivers, supplying downstream states with water year-round. When rain falls, however, it can melt the snowpack prematurely, causing more water to flow in the spring and less water to be available in the late summer months. This also dries out the forest lands near the Town in the peak of wildfire season. As the temperatures increase, more precipitation events that used to be snow will now be rain. The climate data reviewed for this analysis does not distinguish between types of precipitation and thus does not accurately highlight this trend, but it is important to note as an impact of climate change.

Projections

These climate trends are expected to continue with increasing maximum and average temperatures (Figure 4), and fewer days below freezing. By 2050 it is projected that only 250 days will have a minimum temperature below freezing, compared to almost 300 today and an increase in average daily maximum temperature from 45°F to 50°F, shown in the figure below.

While a steadily rising temperature is the easiest trend to feel year over year, it is less obvious what that truly means for the skiing and snowboarding industries and winter sport tourism that the Town so heavily relies on. It may seem that there will be earlier snowmelt and longer summers, but total precipitation and snowfall is not necessarily projected to change in the same way. In fact, precipitation is projected to increase for the Frisco/Dillon Reservoir grid.

- From 2020 to 2040, average increase by four percent, compared to 1970–1999. ²
- From 2040 to 2060, average increase by four percent, compared to 1970–1999. ²
- From 2060 to 2080, average increase by six percent, compared to 1970–1999. ²

¹ Climate Explorer Tool, US Climate Resilience Toolkit. <https://toolkit.climate.gov/#climate-explorer>

² Climate Projections in Summit County, Colorado (Rocky Mountain Climate Organization, Stephen Saunders, Tom Easley, Melissa Mezger, 2021)

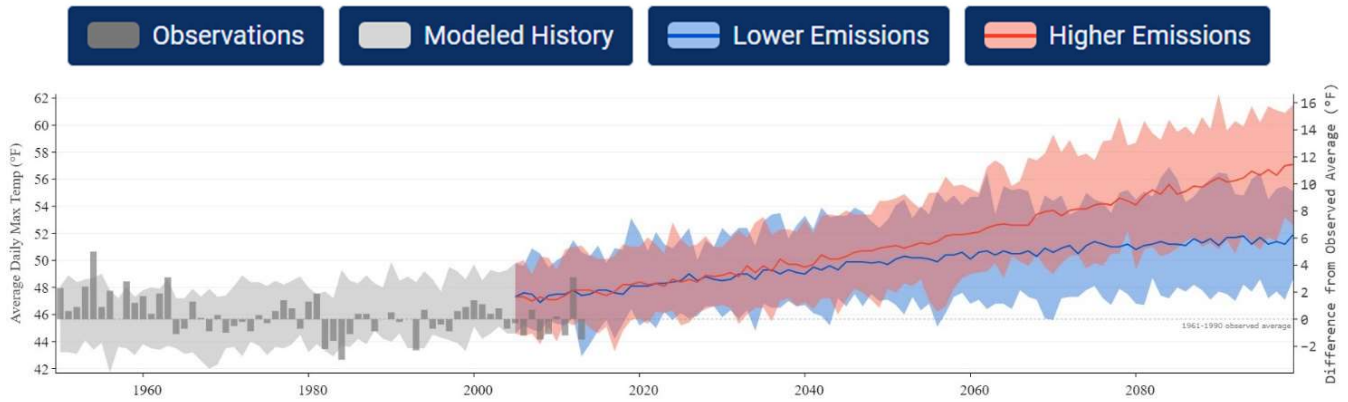


Figure 4. Projected Average Daily Maximum Temperature.¹

And importantly, precipitation in cold months, November through April, has the greatest projected increases across all models from mid-century (+3 to +17 percent) through to late-century (+3 to +26 percent). Conversely, the hot months, May through October, are showing significant variability in projected precipitation at mid-century (-16 to +8 percent) and late-century (-19 to +9 percent).

This increase in precipitation may feel like it could offset the increase in temperature and mostly maintain the length of the ski season. However, this increase is largely driven by larger precipitation events, stronger storms, and more variability in weather events year over year. This projection indicates a lack of consistency of the ski season month to month and year over year.

As seen in *Figure 4*, two scenarios are presented representing a higher emissions scenario (red) and a lower emissions scenario (blue) with the latter yielding significantly reduced change by comparison. This highlights the importance of reducing GHG emissions as a crucial first step to mitigating climate change risks. This plan provides strategies in later sections for reducing the Town's GHG emissions, thus mitigating some of the climate risks.

Since the climate has already changed from human caused activity, it is impossible to completely mitigate climate related risks, so the next step is to develop a resiliency plan to adapt and recover from these hazards. This document first identifies anticipated hazards and then suggests steps for climate action and resiliency.

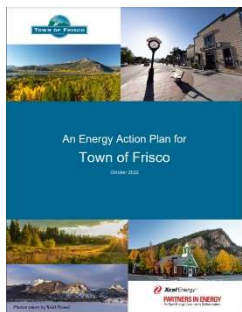
Progress

Existing climate plans

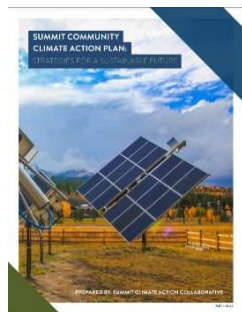
The Town of Frisco has adopted a number of plans to address carbon and GHG emissions reductions. The following plans provided the framework from which this document was developed.



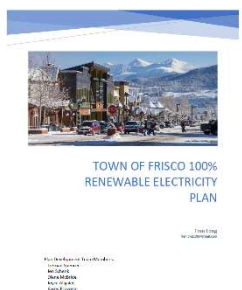
High-Country Conservation Center (HC3) Climate Equity Plan, 2023: This plan presents strategies to decrease local GHG emissions and ensure that underrepresented community members have access to the benefits of climate change. The plan focuses on improving access to energy efficiency programs for low- and middle-income community members, enhancing public transportation, and increasing access to recycling and compost infrastructure.



Town of Frisco Energy Action Plan, 2022: The Town built upon the Summit County CAP to develop their Energy Action Plan with goals and strategies that better suit Frisco specifically. This included aligning with the Science-Based Targets (SBT) initiative to reduce emissions while prioritizing equity.



Summit County Climate Action Plan, 2019: Being a high mountain area, Summit County will be disproportionately affected by the effects of rising temperatures due to climate change. To combat this, the Summit County community adopted this CAP to significantly reduce their share of GHG emissions. Strategies were developed for renewable energy, building energy, transportation, waste, and forest focus areas to provide a comprehensive path forward.



Town of Frisco 100% Renewable Electricity Plan, 2019: This plan establishes renewable energy goals to reach 100% renewable energy in Town facilities by 2035 and Community-wide by 2050. The plan accounts for the grid mix that is used by the major utility provider – Xcel Energy – and their commitment to 100% carbon-free energy by 2050. The plan was not fully implemented, but the 2035 goals were ratified into Resolution 19-19.

Existing Town plans

Additionally, the Town of Frisco has adopted a number of plans for the Town that may impact this climate action and resiliency plan, though, they were not designated to address GHG emissions.

- 2025 Frisco Comprehensive Plan.
- Town of Frisco Strategic Plan, 2023.
- Climate Projections in Summit County, Colorado, 2021.
- EV Readiness in Summit County, Colorado, 2021.
- Summit County Multi-Jurisdictional Hazard Mitigation Plan, 2020.
- 2019 Frisco Community Plan.
- Summit County Community Wildfire Protection Plan, 2016

Town Efforts

In conjunction with the adoption of these plans, Frisco currently is undergoing the below efforts.

- Adoption of the Summit Sustainable Building Code in 2020, setting standards for construction above and beyond the previously adopted 2018 IECC Building Code.
- Designation as a SolSmart Silver community and simplified solar permitting process.
- Resolution that commits the community to 100% renewable electricity by 2035.
- Installation of three electric vehicle (EV) charging stations.
- 2019 Frisco Community Plan includes energy efficiency, renewable energy, and green building sustainability-related strategies.
- Frisco Comprehensive Plan Project, 2024-2025.



State and National Regulations

- Colorado Priority Climate Action Plan, 2024
- Colorado Building Performance Standards, 2023
- Investment Reduction Act, Section 50122, 2023
- Colorado Building Performance Standards, 2023
- National Electric Vehicle Infrastructure (NEVI) Formula Program, 2022
- Colorado Greenhouse Gas Pollution Reduction Roadmap, 2021
- Colorado Climate Plan, 2017

Community Engagement

Townwide Feedback

Town-wide community engagement feedback sessions were held virtually and in-person from June through September 2024. Nearly 400 community members, business owners, and interested collaborators provided feedback and perspectives via surveys and workshops; a process led by the Institute for the Built Environment (IBE).

The Institute for the Built Environment (IBE) at Colorado State University (CSU), was founded in 1994 and brings a long history of thought leadership and expertise in facilitation and integrative design processes that advance the development of healthy, high-performing communities and built environments. Driven by CSU's land-grant mission, IBE supports Colorado communities by bringing research into practice. IBE specializes in helping communities create healthy, thriving places through social science, interdisciplinary collaboration, inclusive community engagement, effective communications, and detailed program development, implementation, and evaluation. IBE creates positive outcomes through catalyzing powerful collaborations between people, organizations, and sectors.

The community engagement process is a key element to a Climate Action and Resilience Plan that is unique to the Town of Frisco. This feedback from community members, business-owners, and interested collaborators will allow for town leadership to implement strategies that community members agree with and will participate in to reduce greenhouse gas emissions.

The full report with more detailed information, collected responses, and images of the in-person events can be found in Appendix B of this report.

Community Engagement Objectives

IBE led several community feedback sessions in order to better understand the community's perspectives on climate change and resiliency and the actions the town is ready to take to have a positive impact on lowering greenhouse gas emissions. The objectives are the following:

- (1) Better understand the community's awareness, knowledge, perceptions, and current behaviors related to climate change and climate action (including barriers and motivators) with the general public.
- (2) Gather a baseline understanding of business' priorities and perceptions related to climate action, and of opportunities, barriers, and strategies with business owners.
- (3) To confirm, prioritize, and refine draft CARP goals and strategies with Frisco community members.

Community Engagement Activities

Engagement activities included an on-line community questionnaire for the general public, an in-person workshop for business owners, and both a virtual and in-person workshop for interested collaborators. The feedback was collected from each activity and four over-arching themes were common feedback from each engagement activity.

Assets & Risks

Assets and risks were discussed to learn what participants valued and to evaluate what aspects of Frisco they didn't want to see impacted.

Assets being natural areas like bodies of water and trails, wildlife, and attractions such as unique businesses and local entertainment.

Risks being overpopulation and subsequent increased cost of living, temperature changes and wildfires, and property and natural area damage from flooding.

Renewable Energy

Developing a local renewable energy roadmap and maximizing the use of local renewable resources.

Schools and government buildings were recognized as the entities that should receive the most funding for renewable energy projects.

Infrastructure Modifications

Replacing/modifying non-electric stoves with electric; installing DarkSky exterior lighting; improving landscaping and water use by converting non-native turf grass to low-water landscaping.

Motivators & Barriers

Discussion to learn what participants were most likely to do to reduce the impacts of climate change and the potential barriers of being able to integrate those activities.

Motivators included reduced costs, transportation efficiency, expanded educational programs, and reduced energy usage.

Barriers included the initial cost of implementation and upgrades, commute times and access to natural areas, lack of information and education surrounding climate action strategies, and the political implication of policy enactment.

Collected Feedback

Likelihood of Participation in Climate Action Activities

In order to determine the types of personal actions that the community would participate in, climate action strategies were ranked from likely or unlikely to participate below in Table 3. These personal actions are considered climate action activities because they are recognized as strategies to lower greenhouse gas emissions, reduce energy use or waste, recycle waste, and reduce water use.

Table 3. Likelihood of Participation in Various Climate Action, As a Percentage of Respondents.

Strategy	Percentage Responded Likely or Very Likely	Percentage Responded Unlikely or Very Unlikely	Percentage Responded Already Doing
Participate in curbside scrap program	56%	35%	5%
Bike or walk to daily activities	48%	13%	38%
Participate in home energy assessment	46%	22%	31%
Participate in reusable coffee cup program	45%	21%	32%
Install thermostat to reduce energy use	40%	12%	47%
Use e-bike share	40%	56%	3%
Replace grass with native plants	37%	26%	37%
Install solar panels	37%	49%	13%
Switch from gas to electric	25%	59%	15%
Participate in carshare	22%	76%	1%

The four most popular activities that people were likely to participate in included a curbside scrap program, bike or walk to daily activities, home energy assessment, and a reusable coffee cup program. The four least likely activities included an e-bike share, installing solar panels, switching from gas to electric, and car share programs.

Of the respondents, many community members are already biking or walking to daily activities, have completed home energy assessments, participate in a reusable coffee cup program, installed a thermostat to reduce energy use, and replaced grass with native plants.

Climate Action Community Goals & Priorities

In addition to personal actions, feedback was also given to prioritize six Town-wide strategies in Table 4 below. Most people ranked “improve walking and biking infrastructure” and “expand renewable energy” the highest importance to them. Lowest ranked goals included, “improve disaster preparedness, safety, and resilience,” and “expand the adoption of electric vehicles.”

Table 4. Community-Wide Goals & Priorities.

Goal	Average Rank (Most to Least Important)	Percentage Respondents Ranked 1 or 2 (Highest Priority)	Percentage Respondents Ranked 3 or 4 (Middle Priority)	Percentage Respondents Ranked 5 or 6 (Lowest Priority)
Improve walking & biking infrastructure (1)	2.9	47%	32%	21%
Expand renewable energy (2)	3.0	42%	35%	21%
Reduce waste and expand recycling & composting (3)	3.1	37%	44%	19%
Reduce energy use in buildings (4)	3.6	29%	39%	32%
Improve disaster preparedness, safety, and resilience (5)	3.7	36%	23%	42%
Expand the adoption of electric vehicles (6)	4.8	9%	27%	64%

Open-Ended Responses

In addition to the goals provided, there was an open-ended option to provide further feedback on goals, ideas, concerns, and considerations for more input to developing the CARP. Below are the themes listed in order of how often they were mentioned:

- Balancing Environmental and Economic Goals.
- Community Concerns.
- Transportation Infrastructure.
- Concerns Related to Energy Strategies.
- Prioritization of Current Programs.
- Communication and Engagement.

Greenhouse Gas Inventory

Goal: Align with the latest climate science research to reduce GHG emissions and align with Science Based Targets.

The Town of Frisco is committed to protecting their vibrant mountain resources by pursuing an equitable, net-zero energy future. The Town will inspire efficiency, renewable energy projects, and cost-effective building decarbonization. Doing so begins with a GHG Inventory to update progress on all prior climate action and identify how aggressive the Town must be moving forward.

Table 5. GHG Emissions and Performance Goals.

Year	Milestone	Energy GHGs (MT CO ₂ e)
2017	Baseline	74,050
2020	Actual Emissions	60,298
2023	Actual Emissions	62,049
2030	54.6% Reduction (SBTi Milestone)	33,619
2030	Expected Emission with CAP strategies	42,806
2050	100% Reduction (SBTi Final Goal)	0
2050	Expected Emission with CAP strategies	2,377

The Town has committed to aligning with the Science-Based Target Initiative (SBTi). The SBTi is an international program committed to reducing global GHG emissions in line with the Paris Agreement limiting warming to 1.5°C above pre-industrial levels. The SBTi program has published guidelines for GHG reduction goal

setting for organizations looking to comply. The published reduction goals are dependent on the baseline year from which the reduction is measured, for Frisco that year is 2017. To comply with SBTi goals Frisco will have to reduce their emissions by 54.6% by 2030 from 2017 numbers (Table 5). The Town's current goal of 70% reduction by 2030 is now more aggressive than the goals developed by SBTi.

Establishing meaningful greenhouse gas reduction targets begins with two foundational steps: analyzing the three GHG emission categories (Scopes 1, 2, and 3) and quantifying the Town's current emissions. These are outlined in Figure 5 below. The Town's current emissions includes all uses in commercial, residential, and municipal properties. It also includes emissions from on-road transportation and all waste generated within the Town boundaries. A more granular GHG inventory of municipal operations and properties was also completed in an effort to better understand what lies ahead for the Town's municipal efforts.



Figure 5. GHG Emissions Scope Descriptions

Breakdown by Sector

Once the overall emissions have been quantified, they can be further broken down by sector. This will highlight specific areas of focus for carbon-reduction strategies. The breakdown of the current emissions in metric tons of CO₂ (MT CO₂e) equivalent, as seen in Figure 6, shows commercial building energy use to be the best greatest portion of Town emissions at ~36% with residential buildings energy use to follow at ~33%. Combined, building energy use amounts for approximately 70% of all emissions in the Town. Transportation and Solid Waste account for the remaining emissions at 22% and 8%, respectively.

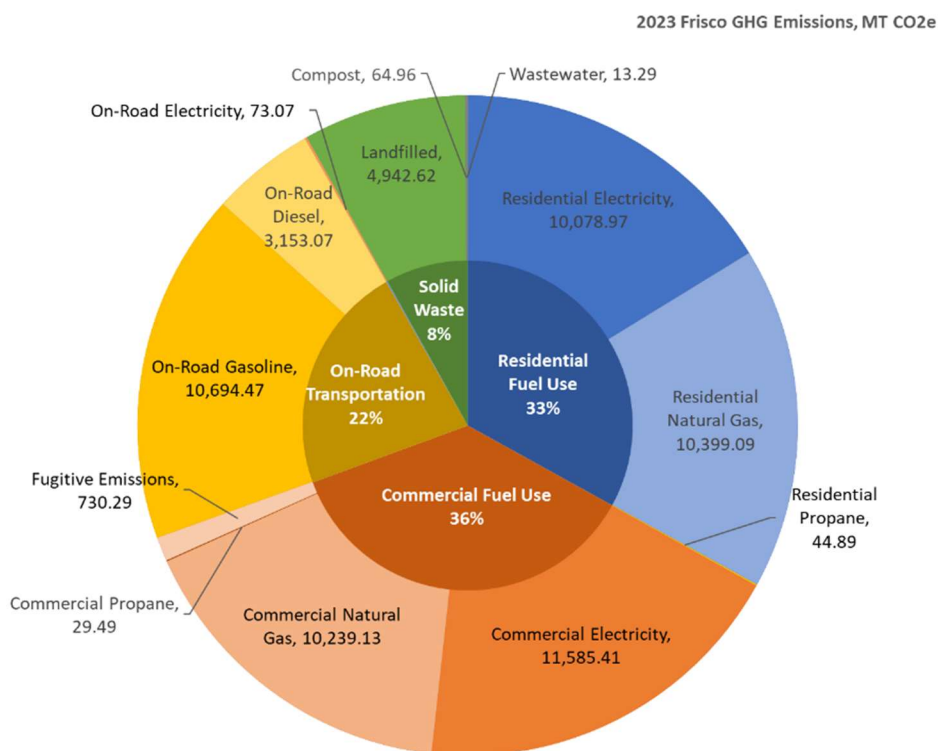


Figure 6. 2023 Frisco GHG Emissions

Compared to the previous GHG inventories (Figure 7) done in 2020, there has been a slight increase

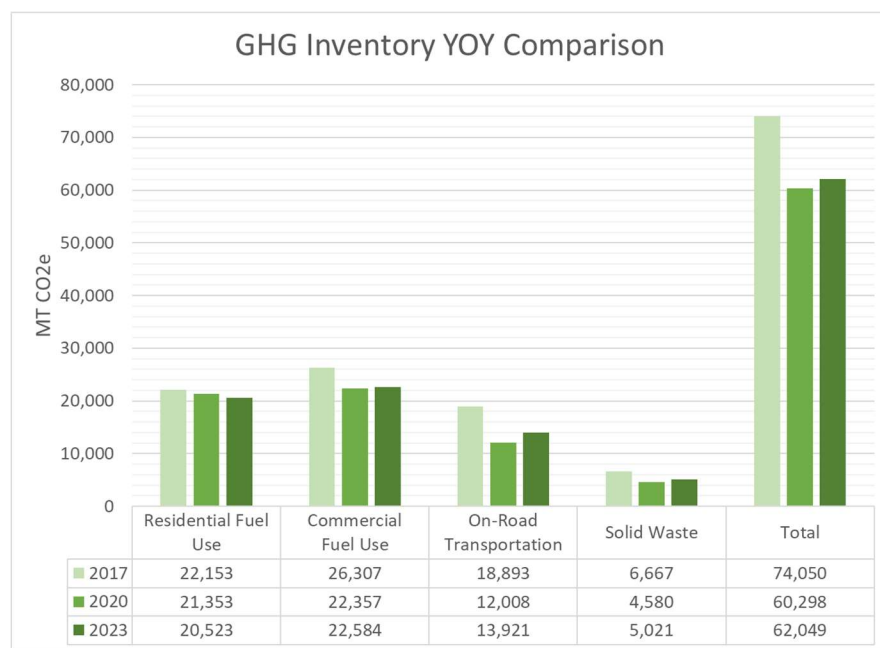


Figure 7. Greenhouse Gas Inventory Year-Over-Year Comparison

overall in GHG emissions. This can be attributed to the return to a more normal amount of tourism in the region resulting in notable increases in On-Road Transportation and Solid Waste Emissions. However, such significant reductions in On-Road Transportation emissions from 2023 compared to 2017 cannot entirely be explained by just reduced vehicle miles traveled or an increase in electric vehicle miles or more efficient vehicles

overall. A change in the tracking methodology to using more accurate tracking data is likely the biggest reason for this reduction.

It is difficult to pinpoint the reasoning for flat Commercial Fuel Use but a slight reduction in Residential Fuel Use when compared with 2020. That said, Demand Side Management and renewable energy programs with Xcel have seen increases over the years and we would expect to see 15-25% of all HVAC equipment be replaced with new and higher efficiency equipment within this timeframe.

Grid Makeup and Forecasting

Scope 2 GHG emissions are described as emissions associated with the off-site production of purchased electricity such as when fossil fuels like natural gas and coal are burned to generate electricity. The mix of fossil fuels and renewable energy used to produce electricity defines the grid makeup and is dependent on the utility company's operations. Electric service is provided to the Town by Xcel Energy which currently has a mix of coal, gas, wind, and solar generation. Xcel has committed to a goal of 100% carbon-free electricity in Colorado by 2050. As Xcel continues to reduce carbon emissions of their operations, the Scope 2 emissions associated with the Town will also be reduced. The 2023 grid mix for the Colorado region is shown in Figure 8.

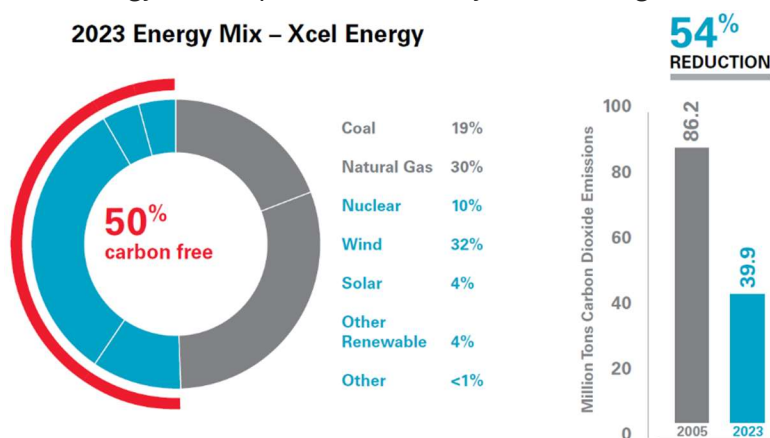


Figure 8. 2023 Xcel Energy Grid Mix

Municipal GHG Inventory (2023)

The Town of Frisco also requested a GHG inventory for municipal buildings, operations, and Town owned properties in calendar year 2023. This inventory was focused on Scope 1 and 2 emissions sources. These data are presented in units of kWh in Table 6, to provide a clear view of how much energy must be accounted for if the Town wishes to ensure all energy in its buildings is provided by renewable sources.

Table 6. Building Energy Usage in 2023

Emission Source	Energy Usage
Electricity Usage	4,016,336 kWh
Gas Usage	1,974,795 kWh

Table 7. Town Emissions in 2023

Emission Source	Emissions (MT CO ₂ e)
Fuel for Town Vehicles	70
Gas Heating	357
Electricity	1,711
Total	2,138

Emissions for Town activities are summarized in Table 7. These data are developed with accounting data and utility data from the Town. With gas heating and electricity usage data being provided by Xcel Energy, emissions are assumed to be correct as provided. However, fuel emissions for Town vehicles were estimated from total spend and monthly average retail fuel costs instead of a measured fuel volume.

Vulnerability Analysis

Achieving resiliency for the Town means adapting to a changing global climate with a strategic and proactive plan. Identifying vulnerabilities and the development of strategies to mitigate risk will be the key to long-term resiliency and to be prepared for changing weather patterns and intensity. The sections below detail that hazards that are most likely to affect the Town and outline strategies for reducing their risk. It should be noted that this report does not detail all potential hazards that may affect the Town but focuses on the higher frequency and higher risk hazards.

The analysis covers direct risks to the Town itself and also includes indirect risks from climate events in the Tenmile Basin. The Tenmile Basin lies upstream from the Town and events occurring there will affect the Town, such as flooding caused by intense storms and post-wildfire debris. Notably, the wastewater treatment plant lies in this basin and extreme weather has the potential to disable this plant and affect the water infrastructure of the Town.

The National Risk Index (NRI) was created by the Federal Emergency Management Agency (FEMA) in 2021 to quantify county-level natural hazard risk. FEMA has developed the National Risk Index program, applying quantitative risk data to climate and environmental projections. The NRI tool was created for broad nationwide comparisons and **is not a substitute for localized risk assessment analysis.**

The NRI combines potential economic impact, social vulnerability, and community resilience into an overall risk score of 1-100. The risk equation behind the Risk Index includes three components: a *natural hazards component* (Expected Annual Loss), a *consequence enhancing component* (Social Vulnerability), and a *consequence reduction component* (Community Resilience). (FEMA, n.d.) For example, a category with a high-risk factor is an event that could have significant economic consequences and affect vulnerable populations and does not currently have substantial mitigation infrastructure in place. Examples of low-risk factors in the NRI of the Town of Frisco include wildfires and avalanches because of the efforts previously

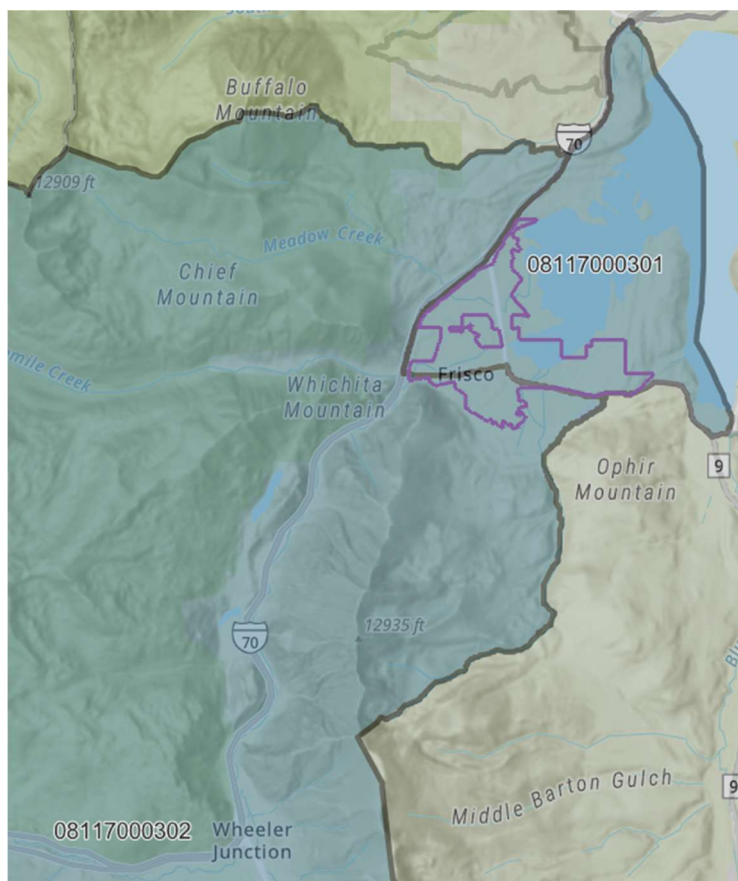


Figure 9. Town of Frisco Census Tracts and Town Boundary

made to protect against these disasters but equally the NRI should be dismissed due to localized risk assessment. Whereas an earthquake is a rare and unlikely occurrence but could be catastrophic due to a lack of structural design measures in local buildings and the NRI may be a reasonable assessment.

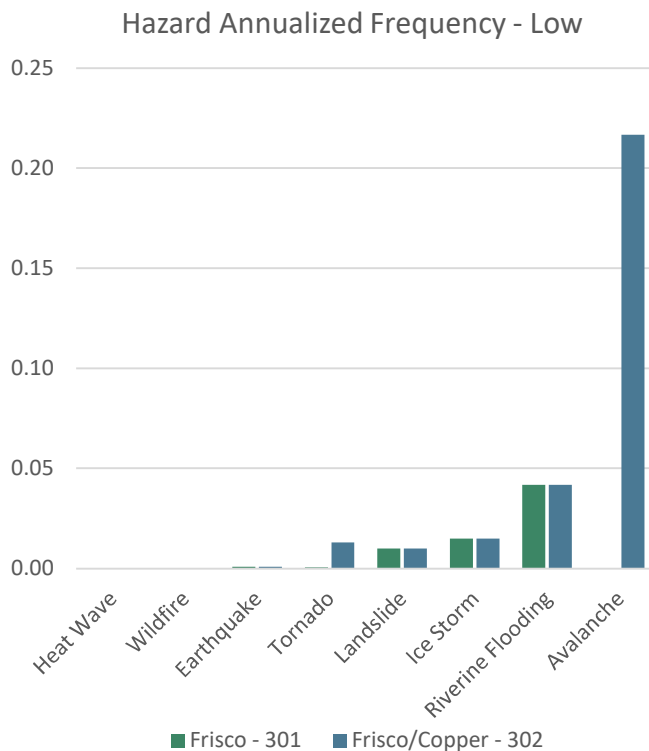


Figure 10. Annualized Frequency - Low Frequency Hazards

The NRI is further broken down on a county level and on a Census Tract level. There are two Census Tracts that affect the Town – 301, covering north of Main Street to I70, and 302, covering the southern half of the Town, the Tenmile Basin, and Copper Mountain, as seen in Figure 9. Both Tracts were used in this analysis to better qualify and quantify risk posed to the Town and its infrastructure.

Risk evaluation began with the identification of the expected frequency of different environmental risks in both Census tracts. Figures 10 and 11 above show the annualized frequency of each risk, separated into low frequency and high frequency categories. Drought, Lightning, and Winter Weather are considered the most likely to occur with more risk lying in the Tenmile Basin area than in the Town itself. Most notably different between both census tracts though, avalanche hazards were considered

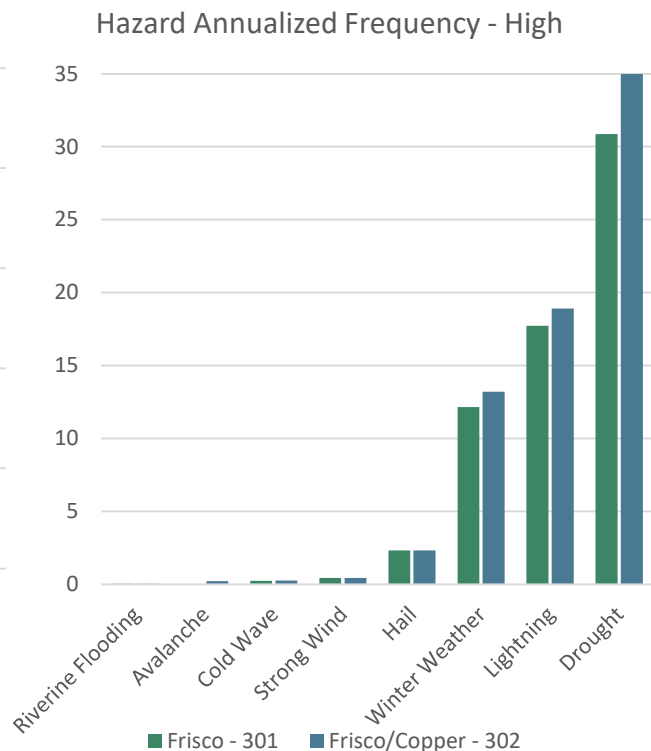


Figure 11. Annualized Frequency - High Frequency Hazards

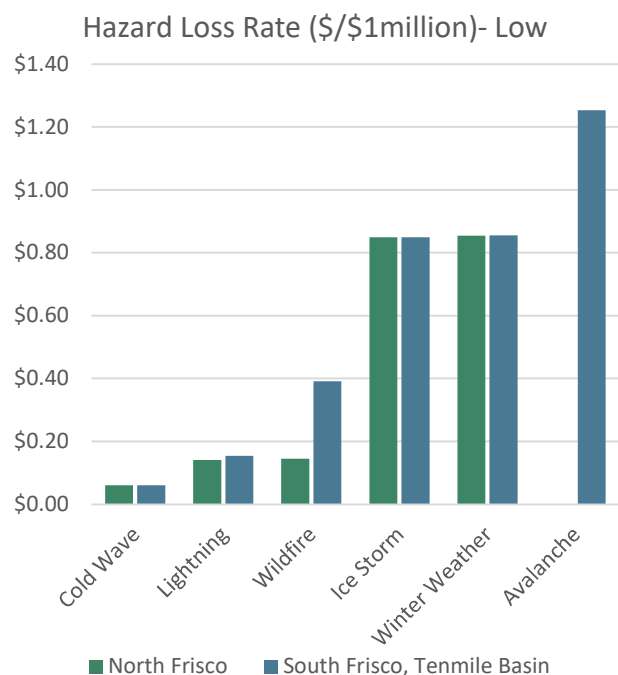


Figure 12. Expected Annual Loss Rate - Low-Cost Hazards.

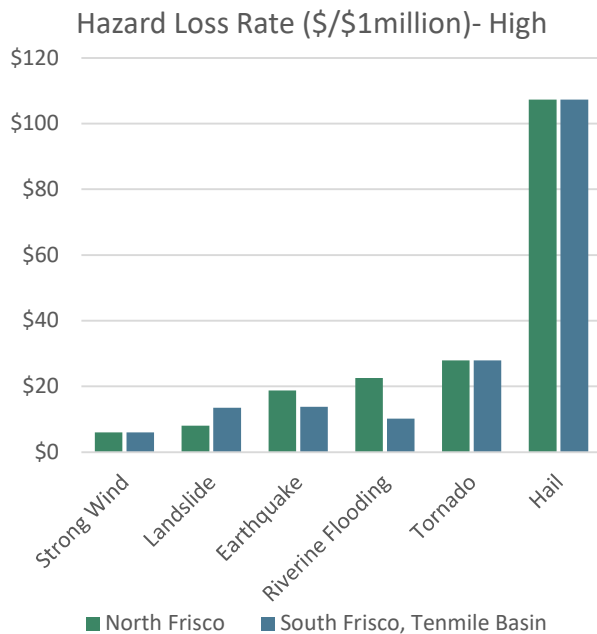


Figure 13. Expected Annual Loss Rate – High-Cost Hazards.

zero risk in tract 301 and still a relatively low frequency in tract 302. More discussion on this will be done later in the Avalanche section of this Vulnerability Analysis.

After hazard frequency is identified, loss rates are quantified on a dollar per million dollars of property value. The Annualized Hazard Loss Rate is a metric that describes the potential annual losses. In other words, the maximum losses that could occur. These loss rates are shown in Figure 12 for the Low Cost Hazards and Figure 13 for the High Cost Hazards. Note how the hazards with higher annualized frequency are not necessarily the hazards with the highest annualized loss rates, like drought being a frequent hazard but the loss rates are zero or the incredible high potential loss rate for hail even though there is moderate frequency for hail storms. Additionally, note the

low, practically zero, annualized frequency and lower loss rate for wildfire in both census tracts.

When these hazards are quantified with the Social Vulnerability and Community Resilience scores, the Hazard Risk Index Score is developed. The formula is a function of Expected Annual Loss (EAL), Social Vulnerability, and

Community Resilience, as shown in Figure 14. The All Hazard NRI for the Tract 301 is Very Low with a score of 17 out of 100 but the NRI for Tract 302 is categorized as Relatively Moderate with a score of 65. The risks may be low in the Town but the Tenmile Basin will have downstream effects.

$$\text{Risk} = \text{EAL} \times \text{CRF}$$

$$\text{CRF} = f\left(\frac{\text{Social Vulnerability}}{\text{Community Resilience}}\right)$$



Figure 14. NRI Formula and Rating Categories

Social vulnerability is the susceptibility of social groups to the adverse impacts of natural hazards, including disproportionate death, injury, loss, or disruption of livelihood. As a *consequence enhancing risk component* of the National Risk Index, a Social Vulnerability score and rating represent the relative level of a community's social vulnerability compared to all other communities at the same level. A community's Social Vulnerability score measures its national rank or percentile. A higher Social Vulnerability score results in a higher Risk Index score.

Community resilience is the ability of a community to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions. As a *consequence reduction risk component* of the National Risk Index, a Community Resilience score and rating represent the relative level of a community's resilience compared to all other communities at the same level. A community's Community Resilience score measures its national rank and is inversely proportional to a community's risk. A higher Community Resilience score results in a lower Risk Index score.

Figure 15 shows the Social Vulnerability Score and Community Resilience Score applied to the EAL of each to determine a Hazard Risk Index Score for each individual hazard as they relate to each other and also as they relate between census tracts.

More details about how the identified hazards affect the Town of Frisco for the current and foreseeable future are on the following pages in alphabetical order.

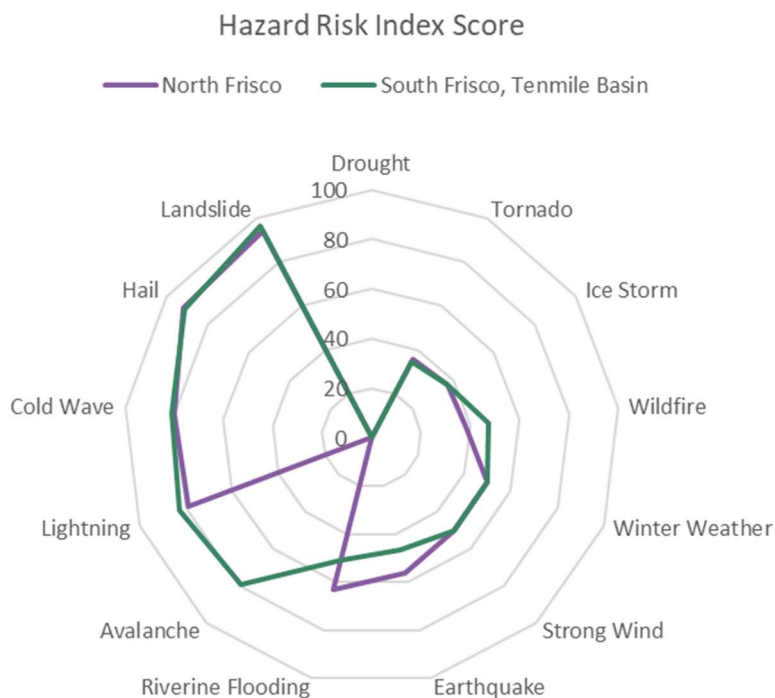


Figure 15. Hazard Risk Index Score for the Town of Frisco and Tenmile Basin

Avalanche

Avalanches are a critical threat throughout several areas in Summit County, however Frisco sits in a unique position such that if an avalanche were to occur, the majority of the Town would avoid damage, making this hazard low risk. Avalanches are most likely to happen during the winter and also spring seasons when snow and rain fall due to the accumulation of snow being so great. As the weather turns toward summer, the snowpack is weakened by rain and heat which causes an avalanche to occur. In addition to weather conditions, avalanches can be caused by humans and animals disturbing the snowpack.

Figure 16 is a map with the Town of Frisco border outlined showing frequent forecasted avalanche paths in green that have been determined by research completed by the Colorado Avalanche Information Center (CAIC). While the Town is just outside of these forecasted slide paths, that does not indicate zero risk due to avalanches nor does it identify all potential slide paths. The freshwater treatment plant is in a path of potential catastrophic damage due to an avalanche on the northeast face of Wichita Mountain. Avalanches on the north and northwest faces of Mount Royal could also present risk to structures along the Temple Trail on the edge of the Wildland Urban Interface.



Figure 16. Frequent Avalanche Slide Paths near Frisco

Social Impacts

Avalanches are frequent in the Rocky Mountains, and Frisco's proximity to steep, snowy slopes put it at a high risk under certain conditions. Socially, impacts from avalanches outside of the Town may affect tourism-dependent economies, as outdoor recreation may decline after such events. With more heavy precipitation events likely to occur as a result of climate change, a greater frequency of avalanches is expected. And these heavy precipitation events could result in avalanches impacting areas not previously expected to be at risk.



Infrastructure

Satellite maps are used to locate historical paths of avalanches. Areas with common activity tend to have sparse vegetation due to the speed of the avalanche taking down trees and saplings in its path. Locations with a high concentration of downed trees can also be identified to show where vegetation may have regrown over the last 10-20 years, albeit at a reduced density. In doing so, multiple slide paths have been identified

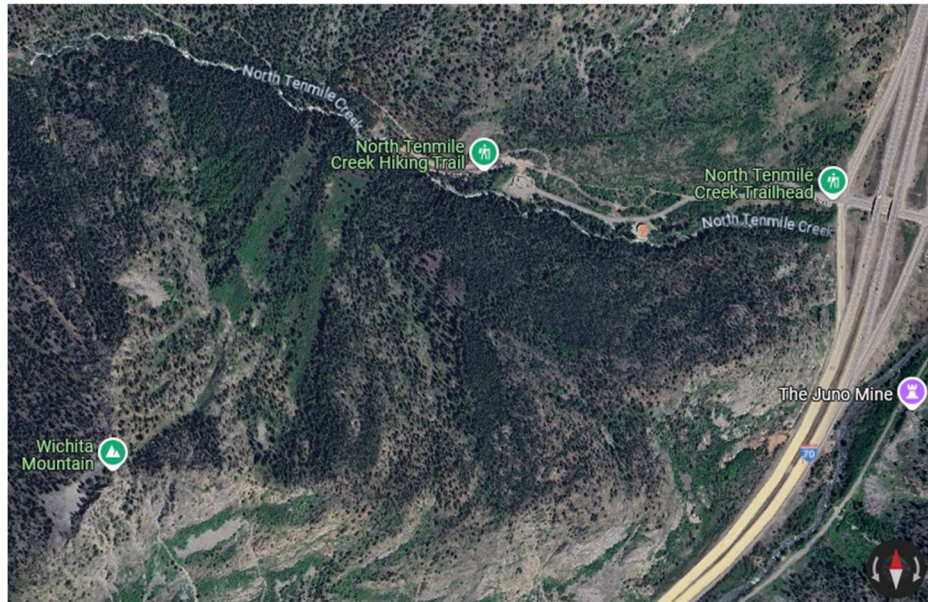


Figure 17. North Tenmile Creek Satellite Imagery Showing Historic Avalanche Slide Paths

above the water treatment plant, on both sides of the valley.

While Avalanches in the Tenmile Basin are not likely to have a direct effect on Town safety, the indirect effect can be damaging. With the primary freshwater source being the North Tenmile Creek, an avalanche in the North Tenmile basin puts the freshwater source and water treatment infrastructure at risk of severely impacting the ability for the town to provide fresh water to the community, primarily due to damage to the water treatment infrastructure.

Drought

Frisco relies on snowfall as its main source of precipitation. According to 'Climate Projections in Summit County,' snowfall is projected to increase on average, even with warmer weather being predicted across all seasons. And with water in the natural environment already able to fluctuate greatly over the typical 3-5 year weather cycles, we expect drought conditions to be worse when they occur. This occasional reduced snowpack leads to fewer and less healthy vegetation, creating more wildfire fuel in drought years. Reduced snowpack and drier temperatures affect access to clean drinking water supplies. Additionally, less snowpack will result in a shorter ski season and a decline in tourism for drought years. There are few things that can be done to mitigate the drought itself therefore resiliency efforts only focus on reducing the impacts.

According to the Frisco Water Efficiency Plan adopted in 2018, in 2002, the Town of Frisco had to shut down the water treatment plant for approximately seven months due to low water levels in North Tenmile Creek. The Town found that the groundwater supply wells were relatively unaffected by the drought and could serve the system demands due to the addition of a seventh well. In response, the

Town implemented a drought response plan that comprised Frisco's water use regulations to promote water conservation during droughts that is determined by the North Tenmile Creek water level.

Fortunately, the Town is not at a high economic risk for drought conditions and the implemented water conservation strategies have so far been successful.

Social Impacts

A major consequence of sustained, intense drought is the impact to water supplies from the reduced snowpack. The snowpack stored near Frisco ultimately supplies the Colorado River, a major source of water for seven states and several indigenous tribes in the Southwest region. Climate change and reduced precipitation leads to declining water supplies in this and other river basins. For example, between 1913 and 2017, annual average discharge from the Colorado River decreased by 9.3% for each degree Celsius of warming³. This reduced discharge will be evident at sources like the Tenmile Basin.

Clean drinking water is fundamental for the community, but a severe drought could strain supplies. Water restrictions can change daily life, especially for outdoor activities, gardening, and landscaping, and they may impact businesses reliant on water, such as tourism. Additionally, prolonged droughts can have the following impacts on community members in Frisco:

- Increase food prices: Lower water supplies will also impact crop yield outside of the town boundaries, leading to a decrease in production. Depending on the scale of this under-production, prices of local food supplies could increase.
- Strain mental health due to environmental stress, and place burdens on low-income communities, which may have fewer resources to adapt.
- Access to clean water in schools, healthcare facilities, and workplaces can also become a public health challenge during severe droughts.
- In an extreme case of drought or contamination, Frisco might need to transport water from outside sources.

The impacts of this hazard affect parts of the community differently. For example, those who stay in Frisco, but do not have a permanent residence may have difficulties finding public access to potable water. This is becoming a larger issue in mountain towns such as Frisco where housing costs have priced out lower income communities who resort to living in trailers, cars, or tents. Even the lower income residences in the Town will be susceptible to rising utility costs which could limit their ability to access clean water.

Infrastructure

The Town is not inherently at infrastructural threat. The Frisco Water Efficiency Plan states that the water system is highly reliable due to the source being a mixture of both surface water and ground water such that water demands were being met even during the most significant droughts that occurred in 2002 and 2012. In 2002, the water treatment plant was offline for about 7 months due to

³ <https://nca2023.globalchange.gov/chapter/28/>

low water levels of the North Tenmile Creek, however the groundwater supply wells had enough water to meet consumption demands. Water conservation and paying attention to the water levels of the North Tenmile Creek will remain vital to ensuring water availability with minimal restrictions.

Earthquake

While unlikely, it should be noted that there is a fault line, named the Frontal fault, that runs through Frisco that could potentially pose a hazard vulnerability to the Town. The HMP states that the probability of an earthquake is between 1-10% chance of occurrence in the next year in Summit County, equivalent to a recurrence interval of 1 in 11 to 100 years and estimates the severity to result in 10-25% of property severely damaged, a short shutdown of facilities for more than a week, and a potential of people getting injured or ill depending on their locations and surroundings at the time of the potential event.

It should be noted that the probability of earthquake events are based on historical data and that understanding the potential of the moving tectonic plates that cause earthquakes in the future is an area of study that is still being researched by geologists. Climate change is not a likely catalyst for increasing Colorado's earthquake intensity or frequency.

Map

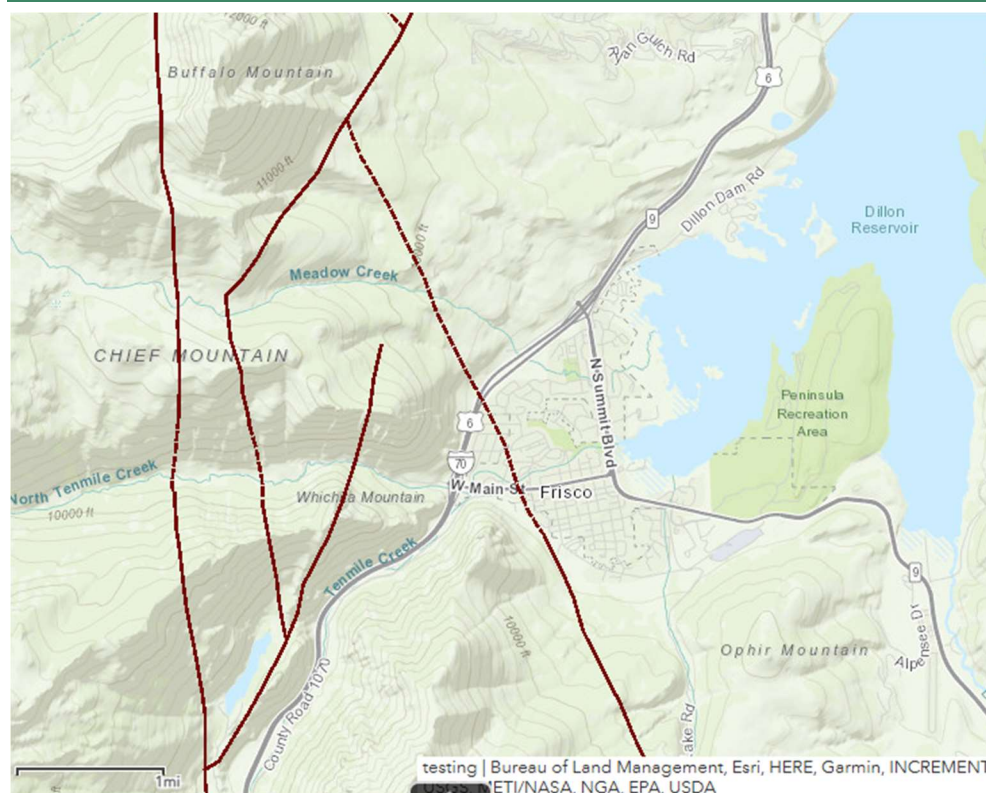


Figure 18. Fault Lines in and around the Town of Frisco

Social Impacts

According to FEMA, earthquakes are a relatively low risk in Frisco, but the Town does lie along a fault line that runs north to south through its center, shown in Figure 18. Though earthquakes are rare in Colorado, the fault line's presence raises concerns about potential tremors.

Infrastructure

Since Frisco does not historically have earthquakes, nor are more frequent earthquakes projected for the Town, the infrastructure is not built with the intent to withstand intense seismic forces. Even a minor quake could disrupt local infrastructure, damage older buildings, and affect water and gas lines, leading to costly repairs. And with the majority of the population renting, a damaging earthquake is more likely to permanently displace these households from the region. With respect to the location of the fault line, the water treatment plant is west of the fault line and the majority of Town is east of fault line. The infrastructure with the highest risk are historic buildings and the water treatment plant and water and sewer distribution pipes throughout the town, if such an event occurred. Due to the Town's mountainous location, an earthquake could also increase landslide risks, posing additional hazards to the community.

Flood

One of the climate projections previously discussed is the decrease in snowfall and increase in rainfall in this area potentially resulting in a flood event. This will not only reduce the snowpack, but rain that falls on the existing snowpack will cause it to melt faster and can lead to flooding events. Additionally, the predicted increased severity of storms can themselves cause flash or riverine flooding.

Late May is when the snowpack and/or snow from avalanches begin to melt, Frisco is at its highest risk of flood when the Tenmile Basin(Figure 12) and Meadows Creek take on too much water. Water-levels typically are back to normal flow by mid-July. Frisco is prone to potential floods after this time through late September, due to intense storm events. Because of its relative location to Lake Dillon, Frisco's Mainstreet is considered most at risk from damage from flooding events. There is an annual 1% chance of there being a 100-year flood event, such that water from rain and/or snow would overflow banks at a higher level than the floodplain.

Riverine Flooding typically occurs when a river or stream exceeds the capacity of its channel causing water to overflow onto adjacent land. The risk of riverine flooding is considered low in Frisco, but is more likely to be a follow-on effect of an event in the Tenmile Basin. For example, a wildfire upstream could clear the forest of vegetation; when the next extreme precipitation event occurs, the precipitation will have an unobstructed path to Tenmile Creek which may cause it to flood. **Flash flooding** poses a similar risk to the Town in the event of a severe thunderstorm.

Post wildfire flooding will also present increasing risk. The higher intensity wildfires expected in the future will create a larger and more depleted burn area. Also projected are higher intensity thunderstorms that are frequent in this area during peak wildfire season. An intense thunderstorm in a new burn area can lead to catastrophic flash or riverine flooding with significant debris flow. Wildfires can also change the hydrology of an ecosystem through increased sedimentation from ash and debris,

to changing flow paths of rivers and drainage basins. Any hydrologic changes can impact the flooding risk downstream.

The following maps were referenced from **FEMA's National Flood Hazard Layer (NFHL) Viewer**.

Floodplain Maps

Floods are unlikely in The Town of Frisco, but it is still important to understand the risks. Floods can strike with little warning, making swift evacuations crucial. Water damage from sudden flooding can devastate homes and businesses, sometimes destroying them entirely. The economic and social impacts are far-reaching: high repair costs, disrupted businesses, and displaced families strain livelihoods and stability. Floods increase the spread of waterborne diseases and toxic materials. Community members have successfully been able to mitigate flood risk by removing obstacles and debris from waterways and construct sandbag berms in high potential flood areas.

Tenmile creek runs through the Town and ends at Dillion Lake at the Frisco Bay Marina and the surrounding neighborhoods and businesses along the river are within the flood risk area. Due to lower property values in flood-prone areas, lower-income communities are frequently located there, heightening their vulnerability and making recovery more challenging without adequate insurance and resources. Repeated floods can create long-term financial and health burdens for these communities.

The existing floodplain maps for the Town can be seen in Figs 19 through 23

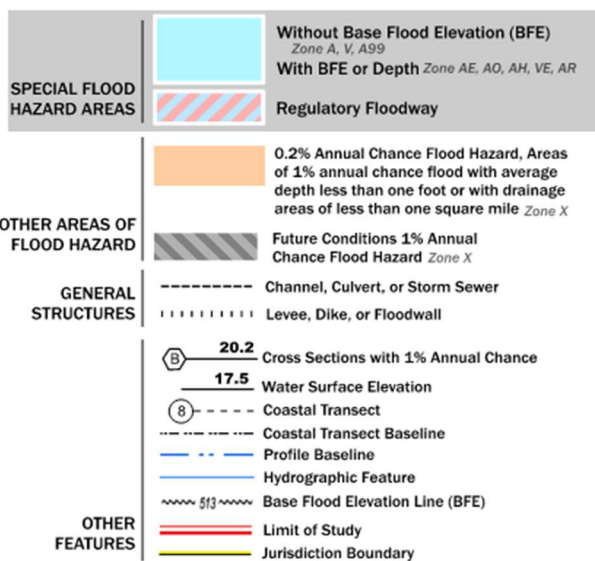


Figure 19. Floodplain Map Legend

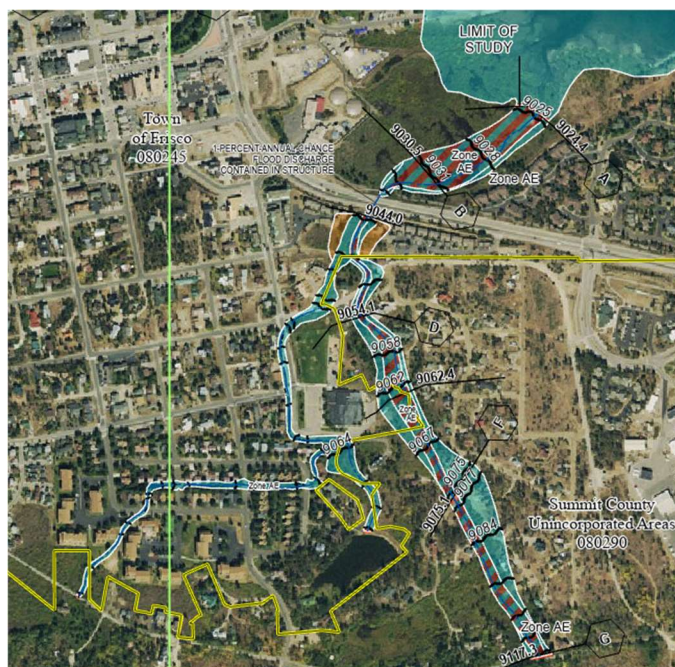


Figure 20. Miners Creek Floodplain

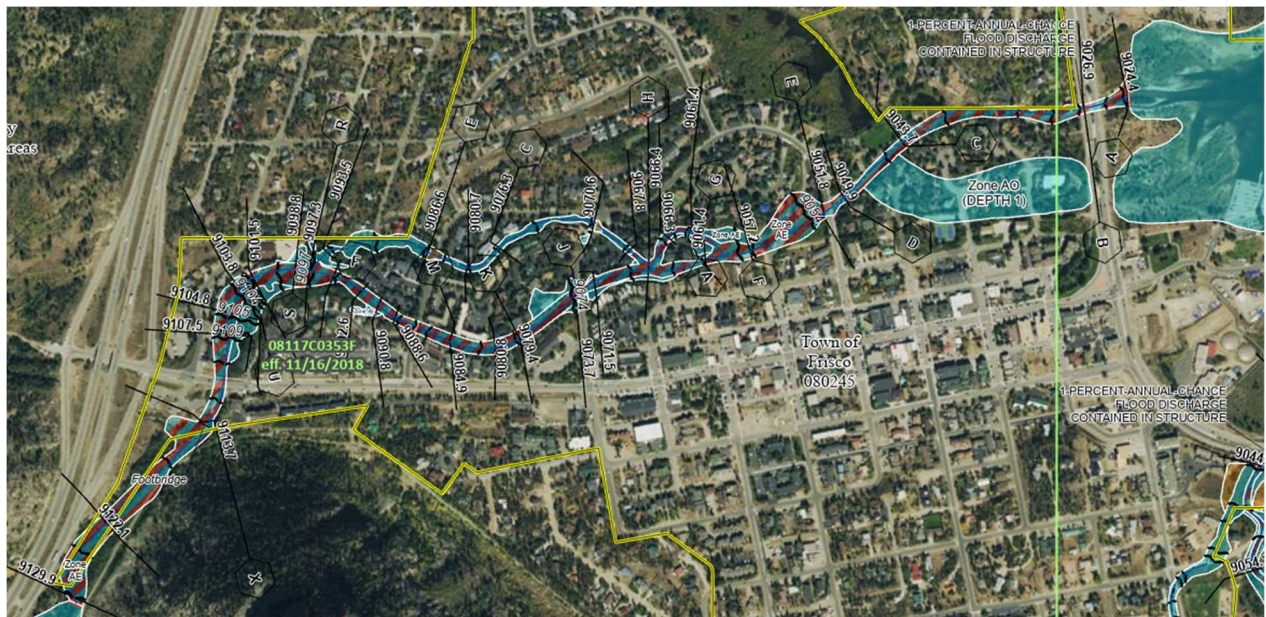


Figure 21. Ten Mile Creek Floodplain



Figure 22. Dillon Reservoir Floodplain



Figure 23. Meadow Creek Floodplain

Infrastructure

The Town has already created a Floodplain Development Permit that is required to be obtained prior to construction to minimize risk in areas that have been identified as prone to flooding.

There are many potential threats that come with intense storms such as lightning, intense winds, and hail that occur mainly during the spring and summer months.

Hail is less of a threat to the Town due to the weather patterns caused by the mountains. In order for hail to form, there needs to be a strong updraft of warmer air that carries the individual water droplets into the atmosphere to freeze and a cooler downdraft for the hail to fall. The mountainous air is sporadic and not the correct environment for creating hail on a regular basis. While uncommon, it is still a vulnerability for the Town of Frisco since larger hail causes significant damage to property or can cause serious harm to humans.

Lightning is hazardous for many reasons such as it can cause wildfire or structural fire. Lightning can be unpredictable as far as where it strikes, but lightning prevalent conditions can be more easily anticipated. Lightning occurs with thunderstorm conditions where heat is the energy source in clouds that causes the electrical discharge seen as a lightning strike. As the earth's temperature warms, mostly due to climate change, there will be more of the hot air that is attributed to creating lightning strikes, resulting in more strikes per storm. Additionally, those at higher altitudes are more susceptible to lightning strikes. A human who is struck by lightning is left in critical or fatal condition. This makes lightning, especially to tourists who are unfamiliar with the area and weather, vulnerable to lightning.

Windstorms are sustained high-wind events that often exceed 100mph and can exacerbate conditions such as thunderstorms, drought, wildfire, and snowstorms. These winds have been known to cause low visibility conditions during storms and cause damage to structures and vehicles. In some cases, large debris can become airborne and cause damage as well. Downed powerlines are one of the most

serious threats such as electrical shock or critical equipment going off-line due to insufficient power sources. However, the Town is gradually burying all their powerlines, and these threats diminish.

Social Impacts

Storms frequently hit the Rocky Mountains, bringing hail and lightning to the area each year. Hail damage has the highest expected loss of any hazard in the region, with an estimated annual cost of \$1.2 million. Large hail can shatter windows, dent vehicles, and damage roofs, creating significant repair costs for homeowners and businesses. Additionally, those who live in their vehicles are at risk of losing their only protection from the elements.

In Frisco, hailstorms also threaten outdoor tourism, impacting restaurants, shops, and local amenities. Boats stored by the lake can be damaged as well, compounding repair costs and reducing tourism revenue. These combined effects strain community resources and raise insurance premiums, affecting Frisco's economic stability.

Infrastructure

Intense storms have the potential to cause serious damage to infrastructure to the point of demolition. However, the frequency of storms of such strength is very low in the Town of Frisco.

Landslide

Landslides are more common in mountainous regions with steeper slopes and wetter climates. While Frisco is a cold dry climate, the expected increase in heavy precipitation events, especially areas with large temperature fluctuations from freezing then thawing, increases the risk of landslides. The term landslide also includes events such as mudslides, rock falls, and other significant amount debris from the natural environment.

While virtually any location along a mountain range is susceptible to falling rocks and landslides, the below landslide inventory map shows that the Town of Frisco is not in a likely or hazardous location for significant landslide-related activity.

Map

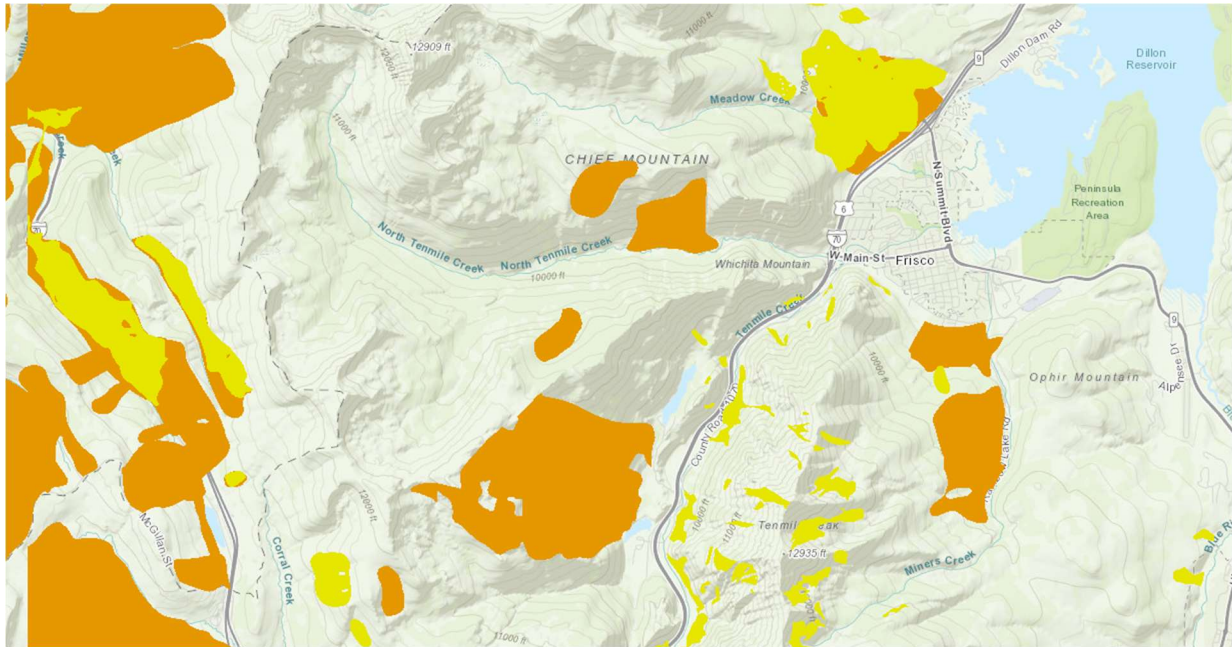


Figure 24. Historic Landslide Map, Bureau of Land Management

Social Impacts

Like avalanches, landslides are difficult to prevent and can occur suddenly. They pose the highest risk to Frisco, as identified by FEMA, due to its location amid steep mountains and waterways. Landslides threaten social stability and economic security by damaging homes, infrastructure, and transportation routes, isolating parts of the community and limiting emergency access. The Town's water supply is at a high risk due to its location in a valley where there is evidence of prior landslides. Lower-income community members, especially those who live along flood plains, are at higher risk of impact and recovery may be more challenging due to limited resources, intensifying the social impact of such events.

Infrastructure

Landslides in the Tenmile Basin may not have a direct effect on community safety, however, the indirect effect can be damaging. With the primary fresh water source being the North Tenmile Creek, a landslide in the North Tenmile basin is expected to severely impact the ability for the Town to provide fresh water to community members, either due to an extended disruption of flow in the creek or a damage to the water treatment infrastructure. to the water treatment infrastructure.

Wildfire

Wildfires have always been a potential hazard for Frisco as it is surrounded by forest lands on three sides and in recent years wildfires have become more destructive, with seven of the ten largest

wildfires in the region occurring between 2020 and 2021. Climate and environmental conditions still make wildfires likely, and windy weather can spread fires rapidly into populated areas. Climate projections anticipate more frequent and higher intensity wildfires as the temperatures continue to warm and the snowpack continues to decrease.

Post-wildfire effects will also need to be considered including post-fire flooding, landslides and avalanches. These are discussed further in their respective sections below.

Social Impacts

The risk of infrastructure damages due to wildfires has increased as communities are building closer to the Wildland Urban Interface (WUI). Most of the wildfire risk areas are located along the WUI border and in Frisco, they are mostly on the western side of the Town which encompasses Main Street, one of the three main roads out of the Town. If evacuation routes become blocked, lives may be at risk. Beyond immediate threats, wildfire smoke—especially at Frisco’s high elevation and low oxygen levels—can cause significant health issues. The smoke from a wildfire can travel with the wind, so, even if a fire is not in proximity community members are still at risk of poor air quality. Smoke particulate matter can cause *“adverse health effects for firefighters and the public and can be more hazardous to health than similar levels of particulates from other sources.”* The smoke can also contain harmful chemicals or contaminate drinking water.

A preventative measure for wildfires includes the method of controlled burns, a practice that dates to indigenous traditions. The methods are successful to *“reduce the risk of more serious fires, to nurture the land to support specific vegetation used for food and medicine, to provide better quality grazing land for horses, and more.”* Controlled burns are planned but still result in smoke pollutants that can be harmful to health or create unpredicted movement patterns in wildlife.

Map

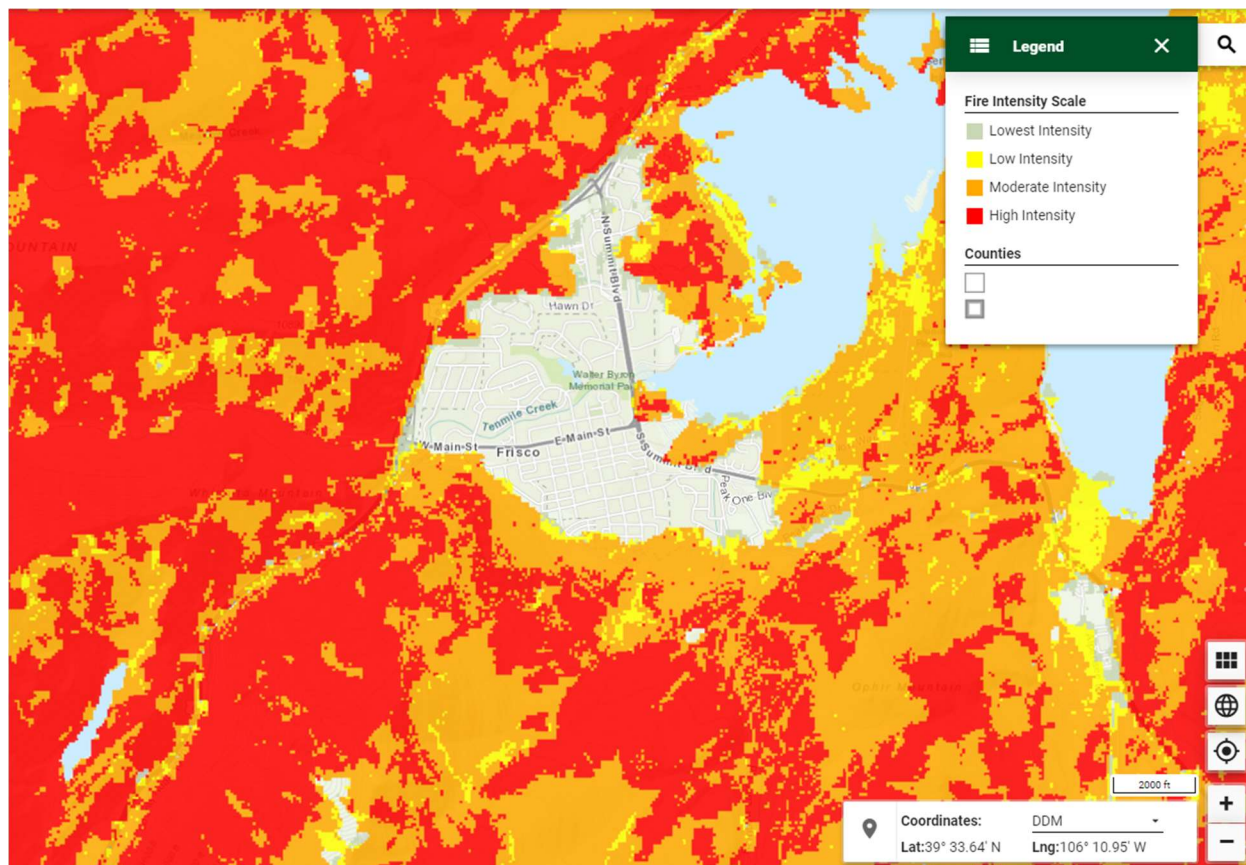


Figure 25. Wildfire Risk for Frisco Area, Colorado Wildfire Risk Viewer

Infrastructure

The existing Town infrastructure that is most susceptible to wildfire are all structures in the (WUI). The wildfire risk in Summit County is high because of the presence of the dense forests surrounding the town, as seen in Figure 26. The Colorado State Forest Service estimates that 47% of Summit County community members live in the “highest risk” area of the WUI with an additional 18% in the “high risk” area. Homes and businesses in the WUI can mitigate fire risk through several structural and landscaping measures. Details on these measures can be found at Colorado Firewise USA: <https://csfs.colostate.edu/colorado-firewise-communities>

Winter Weather

Frisco is susceptible to powerful winter weather that can bring business and tourism to a halt in order to be safely indoors to avoid injury from being out in harsh winter conditions of snow, blizzard, ice, ice winds, and/or freezing temperatures. The coldest temperatures happen in December, January, and February, which is also when many tourists come to Frisco to enjoy skiing or snowboarding on nearby slopes or other winter sports. With the increased amount of people in the Frisco area and limited resources, preparing for and responding to emergencies can be a significant challenge.

Climate Change Conditions

Along with climate change bringing hotter spring and summer temperatures, it is also anticipated that there will be fewer freezing days and shorter winters. This also means less snow and more rain during the beginning and end of the winter season. Even though hotter temperatures are expected to shorten winter conditions, data is showing that when there are winter weather events, they are coming with colder temperatures with winds at higher speeds.

Social Impacts

Cold Waves are a moderate risk according to FEMA, but lower-income communities face heightened risks in extreme cold due to limited shelter and potential inability to afford heating. The Census reported that 6.3% of people living in Frisco are below the poverty line. For the unhoused or individuals who stay in Frisco without a permanent residence (i.e. Van lifers), exposure to freezing temperatures poses life-threatening dangers. With 7% of residences below the poverty line, some households may be unable to keep up with rising utility costs and risk heat shutoffs, increasing their exposure to the cold. Missed work due to transportation disruptions can create financial setbacks for the already vulnerable families.

Cold-weather events can also strain local emergency resources and healthcare facilities as people seek medical attention for conditions like hypothermia and frostbite. Since the area around the Town of Frisco is a major attraction for outdoors activities, it is common for people to end up in dangerous situations they have not properly prepared for and rely on local emergency resources.

Infrastructure

Winter weather conditions in the Town have the potential to cause critical damage to buildings from the weight of snow accumulation, burst pipes, and heavy wind blowing structures, trees, and debris. Freezing cold weather conditions can severely impact infrastructure, as freezing temperatures and ice can weaken roads, bridges, and pipelines. Snow and ice accumulation can also damage roofs, utilities, and power lines, causing outages and leaving communities without essential services. Prolonged cold spells increase the risk of water main breaks, disrupting water supplies and burdening repair crews. This strain on infrastructure demands costly repairs and maintenance.

Emissions Reduction Goals

Goal: Reduce greenhouse gas emissions 50% by 2030 and 80% by 2050 over a 2005 baseline.

The strategies in this plan are designed to achieve our community's goals while acknowledging that advancements in technology and shifts in the economy may introduce new, impactful approaches in the future. We are committed to remaining adaptable, proactive, and informed about emerging opportunities to amplify emissions reductions.

These strategies are organized by sector: 1) Renewable Energy, 2) Building Energy, 3) Transportation, 4) Waste, 5) Land Use, and 6) Community Engagement. Within each sector, strategies are prioritized by their potential to reduce emissions, with the highest-impact actions listed first. The Community Engagement strategies, though not directly tied to emissions reductions, are critical to the success of our Climate Action Plan by mobilizing and empowering the entire community.

Table 8. GHG Emissions Reductions by Sector

Sector	GHG Emissions Reduction (MT CO ₂ e)
Renewable Energy	21,443
Building Energy	21,664
Transportation	13,225
Waste	3,340
Natural Environment	min
Total by 2050	59,671



Photography by Lauren Monti, Iconergy

Modeling Procedure

Once the baseline was established, as discussed earlier in this report, different reduction scenarios could be modeled. For this report three scenarios were modeled:

- The **business as usual (BAU) case** assumes no major strategies are implemented in terms of GHG reduction. The reduction of emissions in this case are primarily attributed to the changes in the electrical grid and work being done at the state and county level.
- The **SBTi alignment** scenario assumes a uniform reduction of emissions in order to meet the 2030 goals and the 2050 goals.
- The final modeled scenario assumes **all strategies implemented**. The assumptions used when modeling this scenario are included in Appendix A.

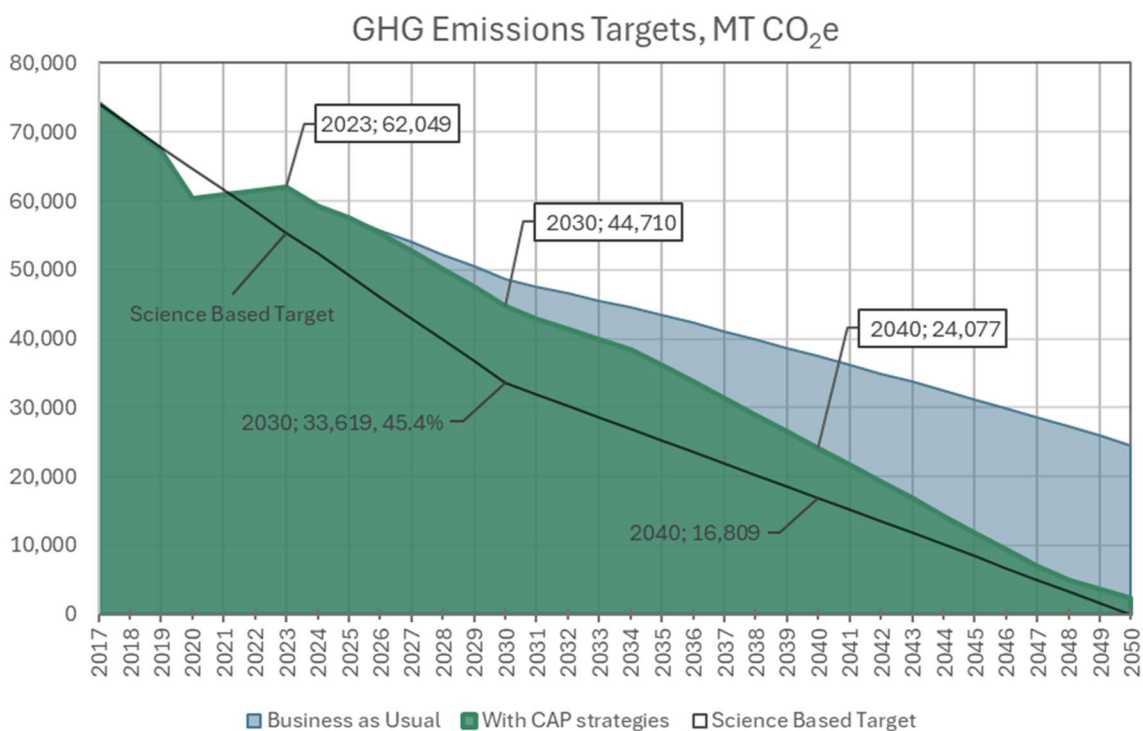


Figure 26. Year over Year GHG Emissions Targets and Expected Progress

The GHG emissions forecasts for the three scenarios are displayed in figure 26 above. As shown, there is still work to be done in carbon reduction.

Renewable Energy

Goal: 100% renewable electricity in community buildings by 2035

On-Going Efforts

The Town adopted their 100% Renewable Energy Plan in 2019 as a first step to outlining a path for renewable energy implementation. From that plan and other adopted since, the following efforts are already underway by the Town:

- Adoption of the **Summit County Sustainable Building Code** and the International Energy Conservation Code (**IECC**) **2018** which includes certain renewable energy requirements.
- Designated as a **SolSmart Silver community** committing to promoting solar energy and removing barriers to implementation.
- **Solarize Summit** program providing rebates to homeowners and businesses.
- **Marketing effort** to enhance renewable energy program participation.

Community Renewables

RE-1. District Geothermal Heating System

Frisco's high-altitude environment, marked by long winters and sub-freezing temperatures, necessitates reliable heating systems. However, most buildings currently rely on fossil fuels, contributing to greenhouse gas emissions and exposure to volatile energy markets. Transitioning to **deep-bore geothermal energy** offers a resilient, zero-emission solution tailored to Frisco's unique needs. This initiative will establish a community-wide geothermal district heating system, leveraging economies of scale and the region's favorable geothermal gradient (comparable to Summit County's 25–35°C/km).

Key Advantages

- **Cost Efficiency:**
 - **Favorable Levelized Cost of Heating (LCOH):** \$13–30/MWh for geothermal vs. \$40–42/MWh for gas boilers and \$35–50/MWh for air-source heat pumps, when evaluated over a 30-year period.
 - **Long-Term Stability:** Immune to fossil fuel price volatility, ensuring predictable energy costs for community members and businesses.
- **Climate Resilience:**
 - Operates independently of weather extremes or grid outages when powered by renewable electricity.
 - Zero greenhouse gas emissions if distribution pumps use renewable energy.
- **Scalability:** A centralized district loop reduces upfront costs for individual property owners compared to shallow geothermal systems.

Implementation Phases

1. **Feasibility & Design (2025–2027):**
 - Conduct a geothermal resource survey to map subsurface potential.
 - Partner with Xcel Energy (already selected Frisco for a pilot project) and Eavor Technologies to finalize system design, including well placement and loop integration.
 - Secure federal grants (e.g., DOE Clean Energy Funds) and private investments to offset the projected \$60-80 million capital costs for the finished district system.
2. **Core Infrastructure Development (2027–2035):**
 - Begin drilling deep-bore wells (3–4 years, \$30–50 million).
 - Connect municipal buildings and select commercial/residential sites *during* drilling to demonstrate early benefits.
 - Target 90% reduction in municipal heating emissions by 2035.
3. **Community Expansion (2035–2045):**
 - Scale connections to residential and commercial buildings, prioritizing low-income neighborhoods and rentals.
 - Integrate renewable-powered pumps to maintain zero emissions.
 - Achieve 60% community-wide heating demand met by geothermal by 2040.
4. **Full Decarbonization (2045–2050):**
 - Phase out all fossil fuel heating systems.
 - Align with Frisco’s 2050 goal of 100% renewable energy.

Critical Milestone Goals

- **2026:** Geothermal survey completed.
- **2027:** System design approved; partnerships formalized.
- **2028:** Drilling begins with secured funding.
- **2032:** First municipal buildings operational on the geothermal loop.
- **2040:** 1,000+ residences and businesses connected.
- **2050:** Full system operational, eliminating 15,000+ tons of annual CO₂ emissions.

Equity & Collaboration

- **Cost-Sharing:** Distribute upfront drilling costs through a municipal utility district model to reduce individual financial burdens.
 - **Prioritize Underserved Communities:** Ensure low-income households, workforce housing, and rentals are early beneficiaries.
 - **Partnerships:** Collaborate with Xcel Energy, Eavor Technologies, federal agencies, and green investors to fund and scale the project.
 - **Climate Action Considerations:** When interpreting all other building energy climate action strategies, ensure this geothermal project fits into their implementation plans.
-

Outcomes:

- **2035:** Core geothermal infrastructure reduces municipal heating emissions by 40%.
- **2040:** Majority of community heating demand met by geothermal, cutting emissions by 25%.
- **2050:** Fossil fuel heating fully phased out, achieving 100% renewable energy for heating.

With an equitable implementation, Frisco will emerge as a national leader in sustainable mountain communities, proving that decarbonization can be both economically viable and socially inclusive.

On-Site Solar

RE-2. Solar Photovoltaics in Parks and Public Spaces

The Town of Frisco intends to install solar photovoltaic (PV) systems—including carports, canopies, and shade structures—across its 240 acres of high-traffic parks and civic spaces. These installations will serve a dual purpose: generating renewable energy for municipal operations and providing visible, tangible demonstrations of Frisco’s sustainability leadership. While prioritizing sites with functional energy-generation potential (e.g., public parking areas, transit stops, and recreational hubs), the Town will also deploy smaller-scale solar structures (e.g., picnic shelters, informational kiosks) as emblematic infrastructure to reinforce civic engagement with climate action goals, public education, and fostering community pride. By embedding solar technology into everyday public spaces, Frisco will amplify awareness of renewable energy’s role in its future, inspiring community members and visitors alike to embrace sustainable practices.

RE-3. Municipal Solar Photovoltaics Installations

To advance municipal operations toward 100% renewable energy targets, the Town will implement solar photovoltaic installations—including rooftop arrays and solar carports—at all viable government-owned facilities. Prioritizing sites with optimal technical and financial feasibility, this initiative will serve as both a functional clean energy investment and a visible public commitment to climate leadership, fostering community engagement through transparent demonstration of sustainable practices.

RE-4. Solar Ready Code for New Construction

To advance Frisco’s climate action objectives, the Town will leverage its adoption of the Colorado Electric and Solar Ready Code to require all new construction projects to integrate solar photovoltaic (PV) systems. Compliance with the code’s baseline solar ready threshold will serve as a minimum standard.

RE-5. Accelerating Grid Resilience Through Battery Energy Storage Systems

The Town of Frisco will work with the current power provider in Frisco (Xcel Energy) to better incentivize and support businesses to deploy Battery Energy Storage Systems (BESS) paired with on-site renewable energy installations (e.g., solar arrays). These systems will enable demand response strategies and peak load shifting, allowing businesses to store excess solar generation during daylight hours for use during high-demand periods. By prioritizing this hybrid approach, the Town aims to ensure that electricity consumed by participating facilities originates from clean, on-site generation—reducing reliance on grid-sourced fossil fuels.

Education

RE-6. Promoting Climate Action in Municipal and Educational Infrastructure

The Town of Frisco will continue to lead by example in its public facilities, prioritizing energy efficiency retrofits and renewable energy adoption across municipal and school buildings. This initiative will leverage infrastructure upgrades and use them for collaborator education and provide transparent communication to institutionalize sustainable practices and inspire community-wide climate action.

Engagement and accountability will occur through the launch of real-time energy dashboards in lobbies of high-traffic buildings (e.g., Town Hall, schools) to showcase performance metrics and progress. The Town will develop staff and student training programs on energy conservation best practices and distribute multilingual educational materials to connect facility upgrades to broader climate objectives. By transforming schools and government buildings into living laboratories for sustainability, Frisco will foster a culture of transparency, innovation, and shared responsibility among employees, students, and community members.

RE-7. Embedding Climate Literacy in K-8 Education

The Town of Frisco will collaborate with local schools and partners like the High-Country Conservation Center (HC3) to integrate robust climate literacy programs into K-8 curricula at district schools within Town limits. This initiative will prioritize age-appropriate, interdisciplinary climate education—emphasizing science-based concepts, local ecological impacts, and actionable solutions—to empower students as informed stewards of their community’s sustainable future. By institutionalizing climate education at the K-8 level, Frisco will cultivate a generation of environmentally literate community members prepared to advance civic climate action and uphold the Town’s long-term sustainability goals.

Building Energy

Goal: Reduce emissions from building energy by 21% by 2030 and 36% by 2050⁴

On-Going Efforts

- **Zero-Energy Ready Homes (ZERH)** program implemented for all new residential construction which requires homes to meet certain efficiency and performance standards.
- **Beneficial Electrification** program including rebates for electrification of equipment through **Energy Smart Colorado**.
- Converting all Town Buildings to have **DarkSky** compliant lighting fixtures.
- Adoption of the **Summit County Sustainable Building Code** and the International Energy Conservation Code (**IECC**) **2018** detailing minimum energy efficiency requirements.
- **Mixed Use (MU) Zoning** districts to increase the efficiency of land use and encourage pedestrian and bicycle transit.
- **An Energy Performance Contract (EPC)** project is underway in Town buildings to reduce energy consumption and associated GHG emissions.

Electrification

BE-1. Equitable Transition to Electric Cooking

Accelerate the adoption of electric cooking appliances in residential and commercial settings to reduce greenhouse gas emissions, improve indoor air quality, and align with Frisco's broader electrification and decarbonization goals.

While existing beneficial electrification programs prioritize HVAC and water heating, critical *process loads* like cooking appliances (e.g., stovetops, ovens, grills) remain overlooked. Gas-powered cooking equipment accounts for approximately 3-4% of household methane emissions in Frisco and poses health risks due to indoor air pollution. A targeted, phased strategy is needed to transition all cooking systems to efficient electric alternatives.

1. **Update Building Codes (2025–2026):**
 - Require all-electric cooking infrastructure in new residential and commercial construction, effective 2028.
 - Require pre-wiring for high-capacity electric appliances (e.g., 240V circuits) to simplify retrofits.
2. **Expand Incentive Programs (2026–2030):**
 - Launch a local rebate program supplementing Xcel Energy's existing incentives for residential, commercial, and outdoor cooking replacements.

⁴ Summit Community Climate Action Plan, Pg. 23; Climate Equity Plan, Pg. 15

- Prioritize low-income households.
- 3. **Phase Out Gas Appliances (2030–2045):**
 - Prohibit the sale of new gas-powered cooking appliances in Frisco by 2030, with exemptions for hard-to-electrify commercial uses until 2035.
 - Partner with retailers to promote electric appliance availability and educate consumers on health/emissions benefits.

Equity & Implementation

- **Low-Income Access:** Allocate 40% of rebate funds to households earning $\leq 80\%$ of the area median income (AMI).
- **Rental Properties:** Require landlords to disclose gas stove health risks in leases and offer tax credits for electrification upgrades.
- **Public Education:** Launch multilingual campaigns highlighting the cost savings, safety, and air quality benefits of electric cooking.

Key Partnerships

- **Xcel Energy:** Align rebates with Xcel’s Beneficial Electrification initiatives to maximize reach.
- **Local Businesses:** Collaborate with restaurants and retailers to pilot commercial kitchen retrofits and showcase success stories.
- **Health Organizations:** Partner with regional hospitals to raise awareness about respiratory health risks linked to gas stoves.

Targets & Outcomes

- **2030:** 30% of households and 40% of commercial kitchens transition to electric cooking. 100% of new construction include all-electric kitchens.
- **2035:** 80% reduction in methane emissions from residential and commercial cooking.

By systematically addressing financial, regulatory, and cultural barriers, Frisco will ensure an equitable transition to clean cooking technologies—advancing public health, climate resilience, and energy independence.

BE-2. Expand Beneficial Electrification Programs

Expanding electrification to multifamily buildings, HOAs, and deed-restricted housing requires tailored solutions in the Town of Frisco. Shared gas heating systems in such complexes face challenges, including high-altitude derating, extreme cold climate demands (-22°F operation), and prohibitive costs of variable refrigerant flow (VRF) systems—the sole cold-climate heat pump option for multi-unit installations. For example, a 60,000 BTU heat pump at sea level may require derating to 34,000 BTU in Frisco’s high elevation and very low -14°F design temperature, necessitating costly supplemental heating or electric panel upgrades. To address this, prioritize cost-effective single-zone retrofits over complex centralized systems through legislation that can override HOA rules and regulations.

Rebate programs like Home Efficiency Rebates Program (HOMES), Home Electrification and Appliance Rebates (HEAR), and Xcel Energy rebates should be aggressively promoted for deed-restricted housing, with incentives to recoup a portion of the project-cost at the sale of the deed-restricted home. Mandates in a phased approach (e.g. electric replacements for water heaters and furnaces) can

Recommendation

Support additional outreach on available incentives and how to implement in HOA, condo, or deed restricted communities.

accelerate adoption. However, adoption disparities persist: Low/moderate-income households show 75–91% projected electrification rates by 2030, versus 12–25% in very high-income (VHI) brackets.⁵ Given Frisco’s prevalence of vacation homes (often VHI-owned), voluntary rebates alone are insufficient. Legislation banning new/replacement gas appliances as well as implementing a district geothermal heating system will be critical to overcome inertia and achieve equitable, scalable electrification.

Building Codes

BE-3. Sustained Building Efficiency Through Retro-Commissioning

Buildings are dynamic ecosystems, continuously evolving through tenant turnover, system upgrades, and interior redesigns. These changes—whether a new restaurant kitchen requiring altered ventilation, office spaces repurposed for retail, or aging HVAC components struggling to meet modern demands—can erode energy efficiency over time, leading to wasted resources, rising operational costs, and discomfort for occupants. To address this, *retro-commissioning (RCx)* serves as a critical diagnostic tool, akin to a building’s “wellness check.” Unlike one-time audits, RCx is a holistic evaluation process that identifies and corrects inefficiencies in existing systems, ensuring they adapt to current needs while minimizing energy waste.

Key Components of Regular Retro-Commissioning:

- **System Optimization:** Recalibrate HVAC controls, ductwork, and airflow balancing to align with current occupancy patterns and spatial layouts.
- **Equipment Performance:** Assess and tune boilers, chillers, and pumps to restore peak efficiency, extending equipment lifespan.
- **Occupant Comfort:** Resolve hot/cold spots, humidity fluctuations, and air quality issues through sensor-driven adjustments.
- **Energy Savings:** Target 15–25% reductions in annual energy use through low-cost operational fixes (e.g., eliminating simultaneous heating/cooling).
- **Documentation:** Create updated system manuals and training for facility managers to sustain long-term performance.

For commercial properties, this strategy mandates RCx every **5–7 years**, ensuring buildings remain aligned with Frisco’s climate targets as they evolve. The requirement will phase in starting with large facilities (e.g., hotels, shopping centers) by 2025, expanding to all commercial buildings by 2030. To support compliance, the Town will partner with utilities to offer subsidized RCx services for small businesses and nonprofits, while launching a public dashboard to track citywide energy savings and emissions reductions. By institutionalizing retro-commissioning, Frisco not only future-proofs its building stock but also fosters a culture of proactive sustainability—turning reactive fixes into strategic, climate-smart investments.

⁵ (<https://doi.org/10.1016/j.erss.2023.103255>)

BE-4. Adopt Updated Energy Codes

Energy codes are consistently changing to reflect updates in technology and emissions reductions goals becoming increasingly more stringent with efficiency requirements. The Town has already adopted IECC 2018 and the Summit Sustainable Building Code as a baseline for energy requirements. Continued effort can be made to adopt more recent iterations of IECC, up to the most recent 2024 edition. The Town can also work with other Summit County communities to develop an updated version of their Sustainable Building Code, along with adopting the Colorado Electric and Solar Ready Code, catering to the unique needs of the high country.

Community Solutions

BE-5. Expand mixed-use zoning

To reduce vehicle dependency and greenhouse gas emissions, the Town will prioritize mixed-use zoning to ensure compact, walkable neighborhoods that integrate residential and commercial spaces. By allowing diverse land uses within proximity—such as housing, shops, offices, and public transit hubs—this strategy minimizes the need for car travel, lowers energy demands from dispersed infrastructure, and fosters vibrant, 15-minute communities where daily needs are met locally. Mixed-use zoning will align with transit-oriented development (TOD) principles near key corridors like Summit Boulevard, incentivizing energy-efficient buildings, green spaces, and shared amenities. This approach not only cuts emissions but also enhances equity by ensuring affordable housing, essential services, and climate-resilient design are accessible to all community members, particularly in underserved areas.

BE-6. Rental Property Sustainability and Equity Overhaul

To advance climate and housing equity goals, the Town will unify all rental properties (short-term, long-term, and workforce) and deed restricted housing under a single regulatory framework with tiered energy efficiency mandates and incentives to prioritize long-term affordable housing.

Policy Framework:

1. **Unified Housing Program:** Consolidate all rental categories into one streamlined system with standardized sustainability requirements, simplifying enforcement and compliance.
2. **Energy Efficiency Compliance:**
 - Integrate energy performance benchmarks into annual license renewals for all rentals, with tiered timelines based on rental type.
 - Require electrification of new/replacement HVAC, and appliances.

Recommendation

Consider an additional “Tourist Tax” to support sustainable efforts such as tax hotels, short-term AirBnB and VRBO rentals, restaurants, etc. Locals can provide proof of address to avoid tax. Use funds for incentive programs, municipal efficiency projects, etc.

Tiered Efficiency Standards:

- **Tier 1 (Short-Term Rentals):**
 - Mandate all STRs meet the energy code by 2028, as amended.
 - Mandate 20% energy savings above active energy code by 2030 via high-efficiency equipment, insulation, and renewables. Creating a prescriptive path will reduce the administrative burden.
 - Annual compliance audits and public energy benchmarking to showcase sustainability leadership.
- **Tier 2 (Long-Term Rentals):**
 - 4-year renewal cycles to reduce administrative burdens.
 - Mandate all LTRs meet active energy code starting in 2035, incentivizing those that meet active energy code earlier with no-cost license extensions.
 - Offer extended license extensions and other incentives for landlords converting STRs to LTRs.
 - In recognition of the regional workforce demand for long term rentals tied to the ski/snowboard season, allow LTRs to seek short term rents during summer months if they perform a list of prescriptive energy efficiency measures that exceed active code.

Green Leasing Requirements:

- Incorporate sustainability clauses into all leases, including:
 - Tenant/landlord agreements on energy conservation practices (e.g., thermostat settings, lighting).
 - Maintenance protocols for efficient equipment and water-saving fixtures.
 - Annual energy use transparency reports for commercial and residential tenants.

Equity & Implementation:

- Provide technical assistance and standardize retrofits for landlords to meet standards.
- Partner with utilities to expand rebates for retrofits (e.g., heat pumps, smart thermostats).
- Publish annual progress metrics (e.g., % of rentals compliant, STR-to-LTR conversion rates).

Rental Targets:

- Achieve 100% compliance with Tier 1/Tier 2 standards by 2028.
- Convert 20% of current STRs to LTRs by 2030 through incentives.

While the Town also administers a deed-restricted housing program, persistent shortages of affordable workforce housing in high mountain communities necessitate urgent expansion. To grow this critical housing stock equitably and sustainably, the Town will enhance its program with the following climate-aligned reforms:

1. **Affordability Preservation:** Cap annual price appreciation at **3.5% or inflation (whichever is lower)** to prevent speculative gains while ensuring homeowner equity.

2. Sustainable Development Standards:

- **Retrofit Equity:** Permit homeowners to recover **80% of energy efficiency upgrade costs** (e.g., insulation, heat pumps) at resale, amortized via straight-line depreciation over 15 years.
- 3. **Municipal Leadership:** Apply the Town's municipal building sustainability standards (e.g., renewable energy, electrification) to all Town-owned workforce housing.

Implementation & Equity:

- Partner with local employers and nonprofits to subsidize deed-restricted units for essential workers (e.g., teachers, healthcare staff).
- Fast-track permitting for projects exceeding sustainability benchmarks.
- Publish annual progress reports tracking deed-restricted stock growth, energy cost savings, and community member demographics.

Deed Restricted Targets:

- Expand deed-restricted housing stock by **150 units by 2030**, with 100% compliance with Tier 2 energy efficiency standards.
- Reduce energy costs for deed-restricted households by **20% by 2035** through retrofits and electrification.

By aligning affordability with climate resilience, Frisco will ensure its housing program delivers lasting social, economic, and environmental benefits to the community.



Transportation

**Goal: Reduce emissions from transportation
25% by 2030, 91% by 2050**

On-Going Efforts

- Transitioning government vehicles to **electric vehicle (EV)** alternatives.
- **Carshare pilot program** comprised of only EVs.
- Assisting HC3 in **educating businesses on rebates** available for Fast EV chargers.
- Assisting HC3 with incentives for **in-home EV chargers**.
- **Charging stations** installed through Charge Ahead Colorado grant.
- **Summit Blvd sidewalk project** to replace existing sidewalk with multiuse path.

Alternative Transportation

T-1. Advocate for Public Transportation Options

Public transportation in the Town is provided by the Summit Stage bus which is a free bus that runs locally through Summit County offering 12 routes and running every 30 minutes, generally. Community feedback has been clear concerning the demand for an expansion of this system as an alternative to SOV trips. It is understood that the Town does not have direct control over the buses or schedules, but it is recommended that the Town uses the feedback they have received to advocate for more and more frequent bus routes. The Town could consider a smaller, Town-run option to circle the commercial downtown district and select residential areas to assist locals with errands around Town.

Recommendation

Update website to highlight the alternative transport options as the norm, not as an option – “Locals ride their bikes or take local buses”; “You can take the Bustang to town from Denver and a Summit Stage bus around Summit County.

T-2. Winter Cycling Infrastructure and Engagement Initiative

To reduce single-occupancy vehicle (SOV) use year-round, the Town will prioritize winter cycling as a viable transportation mode by improving infrastructure accessibility, enhancing safety, and fostering a culture of cold-weather biking.

Recommendation

Distribute information about plowed bike routes for display in local bike shops.

1. Infrastructure:

- Maintain rigorous snow removal on all priority bike routes and shared-use paths to ensure safe, continuous access during winter months.
- Expand winter maintenance coverage to include high-demand corridors (e.g., routes connecting commercial districts, schools, and transit hubs).

- Require permanent and convenient public bicycle parking in front businesses and other high traffic areas.
- 2. **Public Awareness Campaigns:**
 - Launch a targeted outreach initiative to promote winter cycling benefits, including:
 - Multilingual educational materials on cold-weather biking best practices (e.g., gear, route planning).
 - Real-time updates on path conditions and plowing schedules.
 - Install wayfinding signage with equal weight to vehicle signage along key routes and distribute maps at Town facilities, bike shops, and transit stations.
- 3. **Community Incentives:**
 - Partner with local businesses to offer discounts or rewards for community members who cycle to errands during winter (e.g., “Bike-to-Shop” punch cards).
 - Host seasonal events (e.g., Winter Bike to Work Day, guided group rides) to normalize and celebrate cold-weather cycling.

Outcomes:

- Increase winter cycling participation by 25% by 2030.
- Reduce cold-weather SOV trips for short-distance errands by 15% by 2027.

By addressing both physical and behavioral barriers, this initiative will position Frisco as a leader in four-season active transportation, advancing equity, public health, and emissions reduction goals.

T-3. Mandating Multimodal Street Redesigns Aligned with NACTO Standards

To advance equitable, climate-resilient transportation infrastructure, the Town will require all street redesigns in the downtown corridor and adjacent areas to adhere to the National Association of City Transportation Officials (NACTO) Urban Street Design Guide. NACTO-compliant projects will prioritize safety, accessibility, and emissions reduction through context-sensitive design tailored to Frisco’s mobility needs.

Design Priorities for Street Redesigns:

1. **Mobility Equity & Safety:**
 - Protected bike lanes or cycle tracks separated from vehicular traffic, with reduced interaction with pedestrians (separated or widened and painted crossings).
 - Pedestrian-first features such as widened sidewalks, ADA-compliant curb ramps, and high-visibility crosswalks.
2. **Public Space Activation:**
 - Interim public plazas or parklets in underutilized roadway areas, with flexibility for seasonal programming.
 - Street trees, green infrastructure, and shade structures to enhance comfort and stormwater management.

Implementation Framework:

- **Mandatory Compliance:** All redesigns must integrate NACTO principles proportionate to street function (e.g., arterial vs. local roads) and community input.

- **Private Development Alignment:** New construction along redesigned corridors will be required to incorporate complementary design elements (e.g., outdoor seating aligned with plaza expansions).
- **Performance Metrics:** Track progress via annual reporting on mode-shift outcomes (e.g., increased cycling/walking rates, reduced congestion).
- Ensure 100% of downtown-adjacent street projects meet NACTO standards.
- Increase non-vehicle mode share (walking, biking, transit) by 30% by 2030.

By institutionalizing NACTO guidelines, Frisco will create streetscapes that serve all users equitably while accelerating progress toward Vision Zero and climate neutrality goals.

T-4. Modernizing Parking Policies to Advance Multimodal Transportation

To align land use with Frisco’s climate and equity goals, the Town will reform parking requirements for commercial and multifamily developments by transitioning from car-centric mandates to flexible, sustainable mobility standards. This policy shift will prioritize reduced vehicle dependency while incentivizing EV readiness, bike accessibility, and transit-oriented design.

1. Eliminate Minimum Parking Mandates:
 - Remove outdated parking minimums for new construction, allowing developers to tailor parking supply to project-specific needs and proximity to transit/bike networks.
 - For existing buildings, establish a voluntary “Parking Reduction Program” offering tax rebates or density bonuses for converting underused parking areas to green space, housing, or bike facilities.



2. EV and Bike Infrastructure Requirements:

- EV Readiness: Mandate that 25% of all parking spaces in new developments include EV charging infrastructure, with conduit pre-wiring for 100% future electrification.
- Bike Parking: Require secure, weather-protected bike parking (1 space per residential unit + 1 per 500 sq. ft. of commercial space), with e-bike charging stations in high-demand zones.

3. Transportation Demand Management (TDM):

- Require developers to implement TDM strategies (e.g., subsidized transit passes, bike-share partnerships, carpool apps) for projects exceeding 10,000 sq. ft.

By decoupling development from car dependency, this initiative aims to reduce per capita vehicle miles traveled in redeveloped areas, further lowering emissions, enhancing housing affordability, and creating people-centered neighborhoods for a sustainable, equitable future.

Electric Alternatives

T-5. Accelerating E-Cargo Bike Adoption to Replace Single-Occupancy Vehicle Trips

To reduce short-distance car dependency, the Town will implement targeted incentives and infrastructure upgrades to establish e-cargo bikes and trikes as a mainstream mobility solution for community members and businesses. Supplement state e-bike rebates⁶ with a localized E-Cargo Bike Voucher Program, offering rebates for low- to moderate-income households and grants for small businesses adopting e-cargo bikes for deliveries or services. The Town may also consider waiving sales tax on e-cargo bikes and accessories purchased locally.

An important consideration for success is infrastructure and education. Install dedicated e-cargo bike parking in commercial districts, transit hubs, and public facilities. Work with multifamily housing complexes and HOAs to launch community E-Cargo bike libraries for community members to borrow bikes for errands or trials. Collaborate with bike shops and employers to host workshops on safe operation, maintenance, and cost savings. Develop a marketing campaign highlighting success stories (e.g., families, local businesses). The implementation framework should contain an equity focus. Allocate 50% of vouchers to low-income households and non-car owners.

By positioning e-cargo bikes as a practical, cost-effective alternative, Frisco will advance equity, reduce congestion, and foster a culture of innovation in its multimodal transportation ecosystem.

T-6. Expanding Access to Low-Speed Electric Vehicles

⁶ <https://energyoffice.colorado.gov/ebike-rebates>

Advancing equitable clean transportation in a small town can be easy, the Town will incentivize Low-Speed Electric Vehicles (LSEVs) as affordable, low-emission alternatives to traditional cars. Class A LSEVs (≤ 25 mph) will be prioritized for low-speed zones (e.g., downtown), while Class B models (≤ 45 mph) will be promoted for corridors like Summit Boulevard.

Recommendation

Provide information and increase awareness about the benefits of LSEVs vs. typical EVs.

- Offer rebates (scaled by LSEV class), prioritizing low- to moderate-income households by providing majority or all rebates.
- Designate “LSEV Priority Zones” with dedicated charging/parking and traffic calming measures (e.g., narrowed lanes) to enhance safety.
- Launch a campaign with test-drive events and cost-saving education, targeting a 10% household adoption rate by 2030.

This initiative bridges affordability and sustainability, aligning Frisco’s transportation network with high-country climate resilience and equity goals.

T-7. Equitable Home EV Charging Access

To accelerate residential EV adoption, the Town will launch a program supporting at-home charging installations through financial incentives, education, and streamlined solutions for multifamily housing.

- Tiered Incentives: Offer rebates for home charging installations, supplementing state/federal programs. Allocate majority or all funds to low-income households ($\leq 80\%$ AMI) and multifamily retrofits.
- HOA Partnerships: Simplify shared charging infrastructure in complexes via combined incentives for electrical upgrades and pre-approved installation templates.
- Education Campaign: Provide free workshops and online guides on electrical requirements, cost-saving tips, and contractor referrals.

By lowering financial and technical barriers, this initiative will ensure equitable access to EV infrastructure while aligning with Frisco’s 100% renewable energy goals.

T-8. Incentivize EV Infrastructure

Develop an incentive program for gas stations to install DC Fast Chargers. This can include education about the existing State and Federal Programs aimed at expanding the electric charging infrastructure along Interstate 70 (I-70).

More generally, incentivize businesses along high-traffic routes to install EV chargers for public use. Advertise the existing State and Federal incentive programs and offer additional support for the remaining balance to encourage widespread adoption.

T-9. Municipal Fleet Electrification

The Town will continue its work to transition 100% of its eligible municipal fleet to electric vehicles (EVs) and Low-Speed Electric Vehicles (LSEVs) by 2035, prioritizing replacements during standard lifecycle refresh cycles where viable models exist.

- Class B LSEV Deployment: Replace short-range service vehicles (e.g., parking enforcement, maintenance trucks) with Class B LSEVs (≤ 45 mph) for routes like Summit Boulevard, reducing costs and emissions without compromising functionality.
- Prioritized Procurement: Partner with manufacturers to pilot EV/LSEV models suited to high-country conditions (e.g., cold-weather performance, cargo capacity). Align purchases with lifecycle cost-benefit analyses to maximize savings.
- Charging Infrastructure: Install depot and workplace charging stations powered by municipal solar arrays to ensure renewable energy integration.
- Track progress via annual public reports on emissions reductions, cost savings, and fleet readiness metrics.

This initiative will position Frisco as a regional leader in sustainable public sector operations while aligning fleet management with climate neutrality and fiscal responsibility goals.

T-10. Expand EV Carshare & Rideshare Electrification

To accelerate EV adoption and reduce transportation emissions, the Town will expand its EV carshare pilot program, increasing the number of shared electric vehicles (EVs) stationed at transit hubs, workforce housing complexes, and high-demand tourist areas. This expansion will prioritize affordability through subsidized memberships for low-income community members and seasonal workers. Concurrently, rideshare companies like Uber and Lyft operating in Frisco will be required to transition 30% of their local fleets to EVs by 2027, with annual progress benchmarks tied to operating permits. Partnerships with charging infrastructure providers will ensure reliable access to fast chargers, while public awareness campaigns will highlight the cost savings and environmental benefits of EV carshare options. This dual approach reduces reliance on private vehicles, cuts tailpipe emissions, and builds a more equitable, sustainable mobility ecosystem for community members and visitors alike.

Waste

Goal: Reduce emissions 50% by 2030, 90% by 2050

On-Going Efforts

- **Ban on single use plastic** water bottles and **fee for single-use plastic bags**.
- **“Skip the stuff”** program for to-go and delivery orders.
- Installing **bottle refill stations in Municipal buildings** and **requiring bottle fill stations** in commercial buildings.
- Mandate **use of post-consumer paper bags** when available.
- Adopt **Zero Waste Events** requirements.
- **Waste Reduction Business Grant** to encourage innovation in waste reduction.
- **Summit County Resource Allocation Park (SCRAP)** accepts hard-to-recycle items.
- **Pay as you throw, Universal Recycling**, and **food scrap** programs.

Everyday Waste

W-1. Support compost programs, including yard waste, and ensure composting is accessible.

Continue the efforts of HC3 to encourage composting at home through educational seminars and workshops. These should focus on what can and cannot be composted, the differences between at-home composting and industrial composting, and any existing organizations that will accept at-home compost – such as a community garden.

W-2. Sustainable Consuming

GHG emissions are not just a part of personal habits and actions but are integrated within the products we use and businesses we frequent. The Town should consider prioritizing products and businesses that adhere to similar sustainability goals. One approach is to look for appropriate labels such as Safer Choice⁷ for products and B Corp⁸ labels on businesses.

W-3. Implement landfill bans on easily recyclable items

Materials with established recycling pathways, such as cardboard, can be systematically diverted from landfills through strategic waste management practices. One approach involves reinforcing consumer-level recycling initiatives, a strategy already adopted by the Town to promote community participation. To further enhance

Recommendation

Post on the Town website a list of products and businesses that align with Frisco’s sustainability goals to promote sustainable consuming in the community. Post on the Town website a list of products and businesses that align with Frisco’s sustainability goals to promote sustainable consuming in the community.

⁷ <https://www.epa.gov/saferchoice>

⁸ <https://www.bcorporation.net/en-us/>

diversion rates, implementing regulatory measures—such as prohibiting the disposal of such materials in landfills and mandating their diversion to certified recycling facilities—could ensure compliance and reduce contamination in municipal solid waste streams.

W-4. Require that all takeout materials be zero waste.

Food and packaging containers are estimated to be about 45% of materials landfilled in the US. Given our tourist economy and large number of events, it is reasonable to estimate that Frisco’s rate is at least as high, and possibly higher, than the national average due to the high tourism. Therefore, ensuring that takeout materials are zero waste (recyclable, compostable, reusable) is an effective strategy to reduce the amount of material disposed of in the landfill.

W-5. Require contracted hauling for trash, recycling, and compost

Contracted hauling is a proven strategy to reduce greenhouse gas emissions by taking trucks off the road, reducing vehicle miles traveled, decreasing wear and tear on roads and reducing fossil fuel use. Community members in neighborhoods with contracted residential hauling report benefits from trash being curbside only one day a week and reduced truck traffic through their neighborhoods. The bidding process provides an opportunity for communities to create contracts with competitive rates, terms and conditions that incentivize waste reduction and diversion, and a concise pathway for consistent recycling and compost education.



Construction Waste

W-6. Require Appliance recycling

Require residential appliance recycling for items such as refrigerators and dishwashers and encourage replacement with EnergyStar rated replacements. Xcel Energy has an existing program for refrigerator recycling that provides a rebate of \$50⁹ or more along with free pickup. The Town can expand this program to include other appliances and provide their own rebate for responsible recycling.

W-7. Waste and Re-use Depository

Create a central depository of usable deconstructed waste for reuse in residences/small businesses. An example would be wood from a deconstructed building could be used for a DIY home project. Contractors could be rewarded for diverting waste from the landfill and new contractors or homeowners could be rewarded for using this material instead of buying new. Funding for these incentives can come in the form of a tax on new construction materials. Coordinate this effort with SCRAP to assist their efforts and consolidate all post-construction materials.

Recommendation

Provide Outreach to increase awareness of the central depository for C/D waste, recycling, re-use, as well as appliance recycling using social media, the town website, and flyers in home improvement stores.

⁹ <https://co.my.xcelenergy.com/s/residential/home-services/refrigerator-recycling>

Natural Environment

Goal: Maintain forest cover in Summit County and improve forest resilience to climate impacts

On-Going Efforts

- **Limiting the new turf grass** that can be planted in new construction projects through Landscaping Code and **incentivizing turf removal**.
- Converting all Town Buildings to have **Dark Sky** compliant lighting fixtures.
- **Removing turf grass** from all Municipal Buildings and parking lots.
- Assisting HC3 with spring **garden workshops** for at-home vegetable gardens.

Natural Environment Restoration

NE-1. Dark Sky Lighting

Require Dark Sky Lighting in municipal codes for all new construction projects, incentivize retrofitting existing infrastructure, and provide community education on responsible lighting design.

Transitioning to Dark Sky compliant lighting in public and private spaces reduces energy consumption, minimizes light pollution, and supports ecosystem health by using shielded, low-intensity fixtures directed downward to eliminate skyglow and unnecessary glare. This approach prioritizes LED technology with warm color temperatures ($\leq 3000K$) and motion sensors or timers to ensure lighting is active only when essential, slashing energy use and associated greenhouse gas emissions. By curbing artificial light disruption, the initiative protects nocturnal wildlife, improves human circadian rhythms, and enhances astronomical visibility.

NE-2. Replace turf grass with native plants

This initiative focuses on transitioning from conventional turf grass to regionally appropriate native vegetation as a multifaceted approach to climate resilience and ecological restoration. Traditional turf lawns are resource-intensive, requiring significant water inputs, synthetic fertilizers, and frequent mowing (often powered by fossil fuels), all of which contribute to greenhouse gas emissions, water waste, and habitat degradation. By contrast, native plant species are evolutionarily adapted to local climatic conditions, reducing or eliminating the need for irrigation, chemical inputs, and maintenance.

Incentives need to focus on the highest value turf removal projects. Focus on the highest water users in commercial, multifamily HOA, institutional and other customer classes as well as high water using single family customers. The estimated savings for replacing low water use turf grass with a xeriscape is about 50%, or ~9.5 gallons per square foot per year.¹⁰ In the Town of Frisco, this could be savings of up to 20 million gallons (60 acre-ft) of water per year.

¹⁰ Exploratory Analysis of Potential Water Savings, Costs and Benefits of Turf Replacement in Colorado

NE-3. Phase out all wood, charcoal, and gas burning stoves

Transitioning from wood and gas burning stoves to clean, energy-efficient heating systems is critical for reducing greenhouse gas emissions and improving public health. Aside from CO₂ primarily released in gas burning stoves, wood combustion releases harmful pollutants, including particulate matter (PM_{2.5}) and black carbon—a potent short-lived climate pollutant with significant global warming potential. These emissions degrade air quality, exacerbating respiratory illnesses and disproportionately impacting vulnerable communities.

Implementation requires a dual approach: incentivizing transitions through rebates or subsidies for clean alternatives and enacting ordinances to restrict wood stove use in high-pollution areas. This will also require converting all public outdoor grills to electric alternatives. Public education campaigns can raise awareness of health risks and promote cost-effective solutions. By prioritizing cleaner heating technologies, the Town fosters healthier communities while accelerating progress toward climate resilience.

NE-4. Minimize irrigation in parks; implement water efficiency requirements for irrigation systems in parks and green spaces.

This initiative aims to reduce water consumption and associated energy use by minimizing irrigation in public parks while establishing stringent efficiency standards for irrigation infrastructure.

Conventional irrigation practices often overwater landscapes, wasting potable water and increasing energy demand for pumping and treatment—processes linked to greenhouse gas emissions.

Transitioning to climate-adapted, drought-tolerant plant species and implementing water-smart technologies (e.g., soil moisture sensors, drip irrigation, and weather-based controllers) can maintain green spaces with minimal water inputs. This approach conserves scarce water resources, reduces emissions from water systems, and fosters resilient urban ecosystems less dependent on volatile precipitation patterns.

Implementation includes retrofitting existing parks with high-efficiency irrigation systems, mandating water budgets for municipal landscapes, and adopting xeriscaping principles in new developments. Policy measures could integrate irrigation efficiency benchmarks into municipal codes, incentivize rainwater harvesting or greywater reuse, and prioritize native vegetation in park redesigns. Public outreach can promote community acceptance of climate-smart landscapes that prioritize ecological function over aesthetic water intensity.

Community Resilience

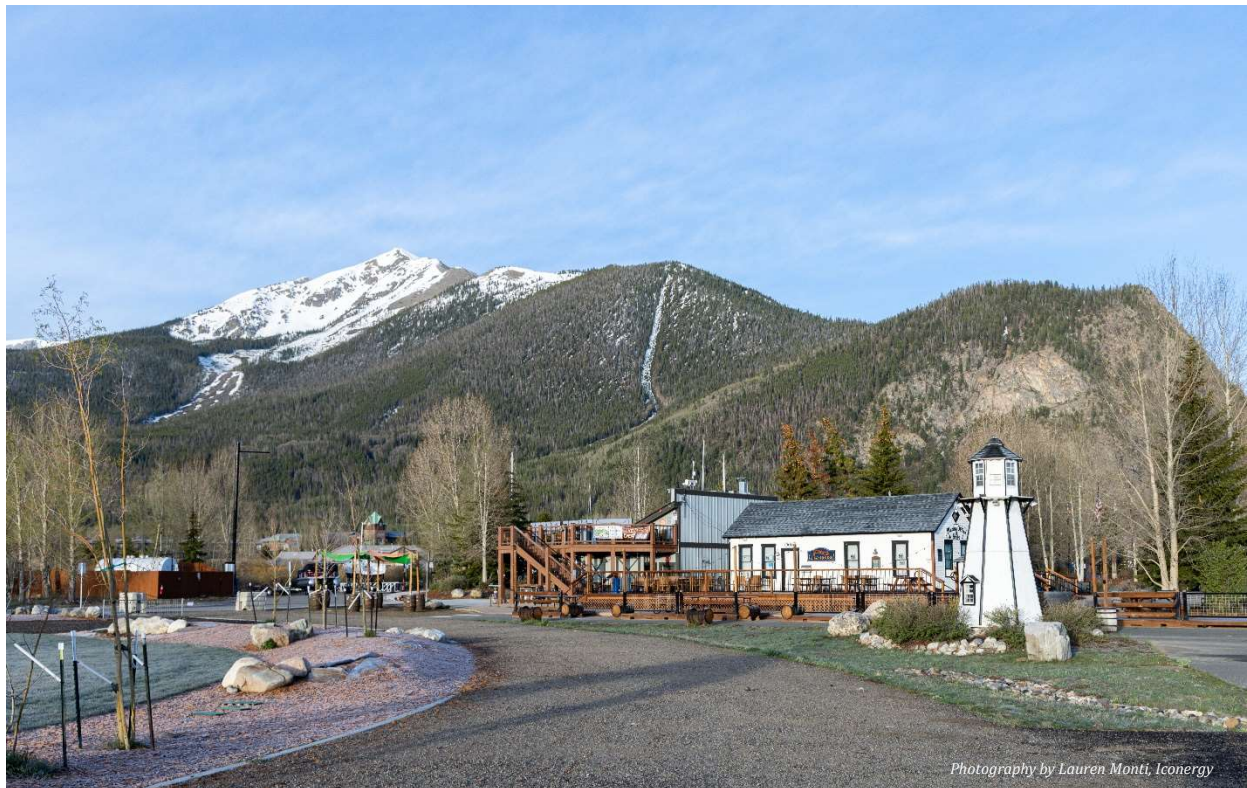
NE-5. Community-Centered Flood Resilience

To address escalating flood risks from climate-driven storms, the Town will modernize floodplain mapping using climate-adjusted hydrological models, ensuring projections account for future precipitation extremes. Updated surveys will integrate equity-focused vulnerability assessments, identifying high-risk neighborhoods—particularly low-income areas—to prioritize infrastructure upgrades and nature-based solutions like wetland restoration. Simultaneously, critical infrastructure will be retrofitted to handle greater peak flows, while Unified Development Code (UDC) will be amended to restrict new construction in vulnerable zones and incentivize flood-resilient design.

Community engagement is central to this strategy. Neighborhood flood preparedness hubs will provide real-time alerts, multilingual resources, and emergency kits. Partnerships with FEMA, NOAA, and regional agencies will be necessary to align modeling tools and seek funding. By blending cutting-edge science with grassroots action, the Town transforms climate threats into opportunities for equitable resilience.

NE-6. Avalanche Risk Mitigation

To address avalanche risks in mountainous terrain, the Town will implement a climate-informed strategy combining advanced hazard mapping, infrastructure hardening, and community education. Partnerships with the Colorado Avalanche Information Center (CAIC) will be necessary for appropriately classifying risk in all areas. High-resolution surveys using LiDAR, drones, and snowpack analysis will identify risk zones (e.g., steep slopes, historic slide paths), while climate-adjusted models will project future avalanche patterns under warming conditions. Infrastructure in vulnerable areas—such as roads, utilities, and buildings—will be retrofitted with avalanche barriers, deflection walls, or snowsheds, coupled with updated UDC to restrict new construction in extreme-risk zones. Simultaneously, ecosystem-based solutions, including slope reforestation with native species, will stabilize snowpack and reduce triggers for slides.



Photography by Lauren Monti, Iconergy

Conclusions

This Climate Action and Resiliency Plan (CARP) represents Frisco's steadfast commitment to safeguarding our community's future, unique mountain environment, and vibrant way of life. This CARP has provided data on the Town's greenhouse gas (GHG) emissions and an equitable roadmap to achieve net-zero GHG emissions by 2050.

By embracing targeted actions across energy, transportation, waste, natural systems, and community resilience, the Town is proactively addressing the climate challenges toward eliminating fossil fuel dependence, protecting ecosystems, and advancing equity by ensuring all community members, workers, and businesses benefit from the clean energy transition. This plan is rooted in local values of stewardship, self-reliance, and community spirit, translating global concerns into concrete, achievable steps tailored to our specific High-Country context. Implementing these measures is not just an environmental imperative; it is an investment in economic stability, public health, and the enduring legacy for future generations of residents and visitors who cherish this extraordinary mountain town.

The goal for the GHG inventory is to align with the latest climate science research to reduce GHG emissions and align with Science-Based Targets. The framework for the GHG inventory was the **Global Protocol for Community-Scale Greenhouse Gas Inventories** and was completed with some assistance from High Country Conservation Center. Emissions reduction goals are as follows:

- **Overall Goal:** Align with the Science-Based Targets Initiative (SBTi) by aiming to reduce emissions **54.6% by 2030 from 2017** levels and achieve **net-zero emissions by 2050**.
- **Renewable Energy Goal:** 100% renewable electricity in community buildings **by 2035**.
- **Building Energy Goal:** Reduce emissions from building energy **by 21% by 2030** and **36% by 2050**.
- **Transportation Goal:** Reduce emissions from transportation **25% by 2030, 91% by 2050**.
- **Waste Goal:** Reduce emissions by **50% by 2030, 90% by 2050**.
- **Natural Environment Goal:** Maintain forest cover in Summit County and **improve forest resilience to climate impacts**.



Photography by Lauren Monti, Iconergy

After setting these goals, 36 emissions reductions strategies were created to achieve these goals.

Achieving the goals outlined in this plan demands a collective and sustained effort from every corner of the community. Success hinges on the active partnership between Town leadership, dedicated staff, engaged residents, innovative local businesses, vital nonprofits, and our regional collaborators. A thorough community engagement process both virtual and in-person collected data from nearly 400 participants brought to light priorities, and concerns of the community that were vital in creating this CARP and these strategies that will reduce GHG emissions.

The recommended timeline toward achieving the net-zero GHG emission goal by 2050 is below:

- **2025–2035:** Pilot geothermal infrastructure, electrify municipal assets, and launch equity focused rebates.
- **2035–2045:** Scale renewable energy systems, retrofit 75% of buildings, and phase out gas appliances.
- **2045–2050:** Full transition to a circular, zero-waste economy with 100% renewable energy.

The climate vulnerability analysis included potential hazards such as avalanche, drought, earthquake, flood, landslide, wildfire, and winter weather to determine climate risks and social vulnerabilities. Using the Federal Emergency Management Agency (FEMA) National Risk Index (NRI), this analysis helps provide information to develop mitigation strategies for long-term resiliency as weather patterns change as well as their intensity.

Success comes from the community's ability to embrace a shared responsibility, contribute unique strengths, and remain adaptable to navigate this critical journey. Together, by fostering innovation, and making climate-conscious decisions in individuals' daily lives and operations, the Town of Frisco can emerge as a resilient, thriving model of sustainability in the Rocky Mountains. Let's move forward with determination, collaboration, and a shared vision for a vibrant, healthy, and climate-prepared future for the beloved town.

Appendix A – GHG Modeling Assumptions

Strategy	Assumption	Notes
General		
Xcel Energy Grid	The Xcel energy electric grid will be 62% carbon-free by 2030 and 100% by 2050	The Xcel electric grid will follow Xcel's predicted grid mix and scheduled change from fossil fuels to carbon-free energy production
Heating Degree Days (HDD)	Annual HDD will be reduced from 9,820 to 7,878 by 2050 following a linear reduction.	
Renewable Energy		
Solar in New Construction Projects	All new construction projects will have 0.5W/sf of solar added	
Community Solar	5% increase in residential and 5% increase in C&I adoption annually	
Solar Flowers	10 Solar Flowers installed in parks in 2028	
Building Energy		
Beneficial Electrification	20% of home owners will adopt heat pumps by 2030; 15% adoption in all other residences. Total of 19.5% adoption in all housing units	
	Commercial Building adoption rate of 15% by 2030; 5% growth rate from 2030-2050	
	Growth rate of 5% heat pump adoption in all housing units from 2030-2050	
	New heat pumps have a heating COP of 2	Industry average value
Gas Cooking appliances	3.3% of Natural Gas GHG	2020 Residential Energy Consumption Survey (RECS) by US EIA
Geothermal Loop	All natural gas usage after other beneficial electrification measures.	
Transportation		
EV measures	95% adoption rate by 2050	Due to uncertainty in state and federal incentives, further modeling was not completed.

Public Transit	No GHG emissions were modeled for this strategy due to uncertainty in adoption	The public transit service is controlled by the County and not the Town, therefore changes made to the service are not guaranteed
Waste		
Implement landfill ban on easily recycled items	Ban implemented in 2025; all recycled items from municipal solid waste to be fully recycled by 2030	Includes: newspaper, office paper, corrugated cardboard, magazines
Residential Composting	All compostable waste will be removed from MSW at a linear growth rate up to 31.4% by 2035. 10%/year	Includes food scraps, grass clippings, leaves, and other organics which makes up 31.4% of MSW. Based on Waste Diversion study.
Ban on single use plastics	Plastics will be phased out starting in 2025 with full removal by 2030	Assumes that a plastics ban will be put in place and will be a phased approach.
Natural Environment		
Natural environment measures do not have any modeled GHG emissions reductions.		

Appendix B – Strategy Details

RE-1: District Geothermal Heating System

Establish a community-wide geothermal district heating system, leveraging economies of scale and the region's favorable geothermal gradient.

2050 GHG Emissions Reduction Potential

15,000 tons CO₂e

Resiliency Benefits

- **Favorable Levelized Cost of Heating (LCOH):** \$13–30/MW_{heat} for geothermal vs. \$40–42/MW_{heat} for gas boilers and \$35–50/MW_{heat} for air-source heat pumps, when evaluated over a 30-year period.
- **Long-Term Stability:** Immune to fossil fuel price volatility, ensuring predictable energy costs for residents and businesses.
- Operates independently of weather extremes or grid outages when powered by renewable electricity.

Available Resources

- Xcel Energy
- DOE grants
- Federal rebates
- Colorado Energy Office grants and rebates

Equity Considerations

- Prioritizing low income and workforce housing and deed restricted properties.

Critical Milestone Goals

- **2026:** Geothermal survey completed.
- **2027:** System design approved; partnerships formalized.
- **2028:** Drilling begins with secured funding.
- **2032:** First municipal buildings operational on the geothermal loop.
- **2040:** 1,000+ residences and businesses connected.
- **2050:** Complete community rollout, eliminating 20,000+ tons of annual CO₂ emissions.

RE-2: Solar Photovoltaics in Parks and Public Spaces

Installation of solar photovoltaic systems in everyday public spaces for renewable energy generation and to foster civic engagement around environmental responsibilities.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Enhances energy independence for public spaces by generating on-site renewable energy.
- Reduces vulnerability to grid outages by decentralizing energy sources in public areas.
- Supports community awareness and involvement in the town's climate goals.

Available Resources

- DOE grants
- Colorado Energy Office grants and rebates

Equity Considerations

- Smaller scale solar structures like picnic shelters or informational kiosks serve all demographics and foster inclusive environmental awareness.

Critical Milestone Goals

- Install solar systems across the targeted 240 acres of municipal and civic locations.

RE-3: Municipal Solar Photovoltaics Installations

Installation of solar photovoltaic systems in government-owned facilities for renewable energy generation and showcasing the Town of Frisco's commitment to sustainability.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Enhances operational reliability and independence of municipal buildings through on-site renewable energy generation.
- Contributes to energy security by reducing reliance on external energy sources.
- Supports long term climate resilience through investments in clean energy infrastructure.

Available Resources

- DOE grants
- Colorado Energy Office grants and rebates

Equity Considerations

- Transparent implementation that fosters community trust and shared ownership in sustainability goals.
- Demonstrates responsible public investment in solutions that benefit the whole community.

Critical Milestone Goals

- Achieve 100% renewable energy targets for government-owned facilities.
- Use installations as educational tools and public symbols of climate action commitment.

RE-4: Solar Integration for New Construction

Adoption and enforcement of the Colorado Electric and Solar Ready Code, to require all new residential, commercial, and multifamily projects are designed to support future solar photovoltaic systems, furthering the Town's renewable energy goals.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Increase long-term energy security by embedding solar capacity into new construction.
- Reduce future retrofit costs and reliance on grid power by ensuring solar feasibility is built into design standards.

Available Resources

- Colorado Model Electric and Solar Ready Code
- Colorado Energy Office technical assistance

Equity Considerations

- Encourages uniform application of energy focused standards across all developments.
- Reduces long-term utility costs for residents, particularly in affordable and workforce housing.
- Promotes climate conscious design regardless of location or developer.

Critical Milestone Goals

- 2026: Adopt Colorado Electric and Solar Ready Code in Frisco's Unified Development Code.
 - Code Highlights:
 - 100% of new homes ≥600 sq ft must include a solar-ready zone of at least 300 sq ft (150 sq ft for townhomes).
 - 100% of new commercial and multifamily buildings must dedicate at least 40% of roof area (excluding obstructions) for solar-ready zones.
 - Require electrical conduit pathways and reserved panel space in all new buildings to streamline future PV integration.
- 2030: All new residential and commercial permits must comply.

RE-5: Accelerating Grid Resilience Through Battery Energy Storage Systems

Work with the local utility provider (Xcel) to incentivize and support the deployment of Battery Energy Storage Systems (BESS) paired with on-site renewable energy in commercially zoned areas. These hybrid systems enable businesses to shift electrical demand to off-peak hours and reduces reliance on the grid.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Improve grid stability by enabling energy storage and load shifting.
- Supports power availability during peak demand or grid outages.
- Reduces pressure on centralized grid infrastructure through on-site solar and storage.

Available Resources

- DOE energy storage grand challenge
- Colorado Energy Office rebate programs
- Xcel Energy battery storage incentives

Equity Considerations

- Advances equitable decarbonization by reducing fossil fuel dependency across the community.
- Encourages small and medium enterprises to adopt clean energy solutions through targeted support.

Critical Milestone Goals

- 2030: Launch local rebate program for paired BESS and solar.
- 2040: At least half of new commercial projects include BESS and solar.
- 2050: Majority of Frisco's commercial centers using hybrid storage-renewable systems.

RE-6: Promoting Climate Action in Municipal and Educational Infrastructure

The Town of Frisco will continue to lead by example in its public facilities, prioritizing energy efficiency retrofits and renewable energy adoption. Infrastructure upgrades will serve as both technical improvements and real-world examples that are used for education and public engagement.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Improves energy efficiency and renewable energy adoption in critical public infrastructure.
- Increases institutional capacity to lead climate goals through visible, transparent upgrades.
- Strengthens long-term climate resilience by embedding sustainability into municipal and school operations.

Available Resources

- Colorado Energy Office grants
- DOE Renew America's Schools program

Equity Considerations

- Prioritizes inclusivity through multilingual resources and public energy dashboards.
- Engages a broad range of stakeholders including staff, students, and community members.

Critical Milestone Goals

- 2028: Launch energy dashboards in high-traffic areas (e.g., Town Hall, schools) to display real-time performance data.
- 2030: Retrofit key municipal and school buildings for efficiency and renewable integration.
- 2035: After completion of retrofit projects - implement staff and student training programs to educate the community on best practices in energy conservation and sustainability.

RE-7: Embedding Climate Literacy in K-8 Education

The Town of Frisco can partner with local schools and organizations such as the High Country Conservation Center (HC3) to integrate robust, age-appropriate climate literacy programs into K-8 education in order to encourage student involvement in civic climate action and to cultivate a generation of environmentally literate community members.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Builds long term community resilience by equipping future generations with the knowledge and tools to address climate challenges.
- Establishes a foundation for lifelong civic engagement in climate action and sustainability practices.

Available Resources

- High Country Conservation Center (HC3)
- Colorado Department of Education's environmental education resources
- DOE Office of Energy Efficiency and Renewable Energy (EERE) education resources

Equity Considerations

- Promotes equitable access to climate education for all K-8 students.
- Fosters an inclusive generation of climate-literate citizens who can represent the community's diverse perspectives in future decision making.

Critical Milestone Goals

- 2026: Collaborate with local educators and partners to design interdisciplinary, standards-aligned curricula.
- 2028: Pilot climate literacy modules in select K-8 classrooms.
- 2032: Full implementation across all district schools within Town limits.

BE-1: Equitable Transition to Electric Cooking

Accelerate the adoption of electric cooking appliances in residential and commercial settings to improve indoor air quality and align with the Town's broader decarbonization goals.. This transition is being encouraged by updated building codes, incentive programs, and a phased approach to retiring gas appliances.

2050 GHG Emissions Reduction Potential

360 tons CO₂e

Resiliency Benefits

- Improves indoor air quality and reduces health risks by eliminating methane emissions from gas stoves and cooking appliances.
- Lowers greenhouse gas emissions and reliance on fossil fuels.

Available Resources

- Xcel Energy rebates
- Colorado Energy Office programs
- Federal tax credits for energy-efficient home upgrades (available through 2032)
- Inflation Reduction Act rebates – subject to federal and state-level program availability.

Equity Considerations

- Low-Income Access: 40% of rebate funds are reserved for households earning ≤ 80% of the median income for the area.
- Rental Properties: Landlords required to disclose gas stove risks and encourage the transition to electric through incentives.
- Multilingual Public Education: Campaigns to raise awareness on the economic, health, and safety benefits of electric cooking.

Critical Milestone Goals

- **2025-2026:** Mandate pre-wiring and require all electric cooking infrastructure in new construction.
- **2026-2030:** Expand rebates and incentive programs; launch local rebate initiatives with utility partners.
- **2030:** 30% of households and 40% of commercial kitchens transitioned to electric cooking.
- **2035:** Achieve 80% reduction in methane emissions from residential and commercial cooking.
- **2030-2045:** Phase out the sale of gas cooking appliances and partner with retailers to promote electric appliances.

BE-2: Expand Beneficial Electrification Programs

Expanding electrification in multifamily buildings, HOAs, and deed-restricted housing programs using cost effective and tailored solutions. Prioritizing single-zone retro-fit solutions and policy overrides of restrictive HOA rules while simultaneously expanding rebate accessibility for low and moderate-income households.

2050 GHG Emissions Reduction Potential

1700 tons CO₂e

Resiliency Benefits

- Increases energy efficiency and reduces greenhouse gas emissions from shared fossil-fuel based heating systems in multifamily and deed-restricted housing. Supports community wide decarbonization by phasing out fossil fuel appliances and heating.

Available Resources

- Home Energy Rebates (HOMES) program
- Home Electrification and Appliance Rebates (HEAR)
- Xcel Energy rebates

Equity Considerations

- Low/ Moderate Income Focus: These households show higher projected electrification rates (75-91%) by 2030.
- Deed Restricted & HOA Housing: Tailored outreach to navigate regulatory and structural hurdles.
- Policy Intervention: Legislative support will be necessary to ensure equitable adoption.

Critical Milestone Goals

- **2026:** Develop policy enabling single-zone retrofit pathways and overriding restrictive HOA policies.
- **2030:** Ban installation of new or replacement gas appliances in targeted residential segments.
- **2030:** Mandate electrification of space and water heating systems in deed-restricted and multifamily housing.
- **2032:** Coordinate these strategies with the implementation of District Geothermal Heating System (RE-1) targeting partial system operation.
- **Ongoing:** Expand outreach and technical assistance for HOAs and property managers to utilize available incentives and accelerate electrification.

BE-3: Sustained Building Efficiency Through Retro-Commissioning

Retro-commissioning (RCx) is a building evaluation methodology that ensures consistent evaluation of commercial properties keeping them aligned with Frisco's climate and resiliency goals.

2050 GHG Emissions Reduction Potential

510 tons CO₂e

Resiliency Benefits

- Enhances long- term energy performance of buildings by adapting systems to evolving usage and occupancy.
- Reduces operational costs and energy waste while improving comfort and air quality for the community.
- Strengthens community climate resilience through proactive maintenance and diagnostics across commercial infrastructure.

Available Resources

- Colorado Energy Office Building Efficiency programs
- Xcel Energy Retro-Commissioning program and rebates
- Federal tax credits for commercial efficiency (Inflation Reduction Act (IRA) availability may vary.)
- EnergyStar Portfolio Manager

Equity Considerations

- Includes small businesses and nonprofits through subsidized RCx services.
- Public dashboards enhance transparency and accountability in energy savings and emissions reduction.
- Ensures building comfort and air quality benefits for all community members using these facilities.

Critical Milestone Goals

- **2026:** Require RCx at large commercial facilities (e.g., hotels, shopping centers).
- **2030:** Expand RCx requirement to all commercial buildings on a 5–7 year cycle.
- **Ongoing:** Maintain a public dashboard to track cumulative energy savings and emissions reductions, targeting 15–25% annual energy use reduction per building.

BE-4: Adapt Updated Energy Codes

Continuously update energy codes with evolving technologies, building on the 2018 IECC, the Colorado Electric and Solar Ready Code, and the Summit Sustainable Building Code. Working with regional partners the Town can develop a high-elevation appropriate standard that better meets the Town's long-term energy resiliency goals.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Ensures new buildings and major renovations are built to higher energy efficiency standards, reducing emissions and operating costs.
- Strengthens Frisco's ability to meet long-term climate goals by requiring continuous alignment with evolving national code standards.

Available Resources

- International Energy Conservation Code (IECC)
- Summit Sustainable Building Code
- DOE Building Energy Codes program
- Colorado Electric and Solar Ready Code

Equity Considerations

- This helps create long term energy savings for all future building occupants, including low-income renters and homeowners.
- Promotes consistent energy standards across Summit County, reducing discrepancies in housing quality and energy burden.

Critical Milestone Goals

- **2025:** Begin adoption of the IECC 2021 and evaluate applicability of IECC 2024.
- **2026–2030:** Collaborate with Summit County jurisdictions to revise and localize the Sustainable Building Code for high-altitude performance.
- **2030:** Ensure all new construction complies with updated high-efficiency codes aligned with Frisco's climate action goals.

BE-5: Expand Mix-Use Zoning

Prioritize mix-use zoning to ensure walkable neighborhoods that integrate residential, commercial, and public services within proximity to one another. This strategy supports the Town's goals by lowering infrastructure energy demand and facilitating 15- minute communities built on transit-oriented development (TOD) principles.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Reduces vehicle dependency and emissions by encouraging walkable communities.
- Lowers energy demand by decreasing the need for dispersed infrastructure and long commutes.
- Supports climate resilient design through efficient land use and transit access.

Available Resources

- Transit Oriented Development (TOD) Toolkits
- Colorado Department of Local Affairs (DOLA) planning grants
- DOE Local Energy Action Program (LEAP)

Equity Considerations

- Encourages affordable housing and essential services access within walkable distances.
- Prioritizes development near underserved areas and key corridors like Summit Boulevard.
- Promotes efficient commercial and residential buildings as well as reliable transit access.

Critical Milestone Goals

- **2026:** Update local zoning to prioritize mixed-use development in key areas, aligned with TOD principles.
- **2028:** Launch incentives for energy-efficient construction and integrated land-use projects.
- **2030:** Establish multiple 15-minute community zones with housing, jobs, and transit within walking distance.

BE-6: Rental Property Sustainability and Equity Overhaul

Unify all rental properties and deed-restricted housing under a single framework with tiered energy efficiency mandates. This initiative integrates benchmarks, electrification requirements, and green leasing standards while incentivizing the transition of short-term rentals into long-term housing stock.

2050 GHG Emissions Reduction Potential

1200 tons CO₂e

Resiliency Benefits

- Improves building performance and reduces energy costs through mandatory efficiency upgrades in both short-term and long-term rentals.
- Reduces emissions and enhances climate resilience by phasing in electrification of HVAC and appliances.

Available Resources

- HOME and Housing Trust Fund grants
- Xcel Energy efficiency programs
- Green Leasing Toolkit
- Colorado Housing Finance Agency programs

Equity Considerations

- Unifies rental regulations to prevent disparities in short-term, long-term, and workforce housing.
- Uses tiered incentives to prioritize low-income and long-term rental properties.
- Promotes housing access and affordability while improving energy standards for all tenants.

Critical Milestone Goals

- **2028:** Achieve 100% compliance with Tier 1 (STR) and Tier 2 (LTR) energy efficiency standards.
- **2030:** Convert 20% of current STRs to LTRs through incentive programs and regulatory support.
- **2030:** Expand deed-restricted housing stock by 150 units, all meeting Tier 2 energy standards.
- **2035:** Reduce energy costs for deed-restricted households by 20% through electrification and retrofits.
- **Ongoing:** Permit homeowners of deed restricted housing to recover 80% of qualified upgrade costs at resale, amortized over 15 years.
- **Annually:** Publish progress reports tracking rental compliance, energy savings, STR-to-LTR conversions, and resident demographics.

T-1: Advocate for Public Transportation Options

Support expanded public transportation options by advocating for increased public transportation options from Summit Stage Bus service and exploring a local town-run circulator.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Reduce single-occupancy vehicles use, helping to lower emissions and traffic congestion.
- Promotes energy efficiency mobility that lessens reliance on private vehicles and fossil fuels.
- Improves connectivity for residents and visitors across the Town and Summit County at large.

Available Resources

- Summit Stage Bus
- Colorado Department of Transportation (CDOT) transit grants
- Federal Transit Administration formula grant programs

Equity Considerations

- Supports transportation for residents who cannot afford private vehicles.
- Potential town-operated service could target underserved neighborhoods and improve access to downtown services.
- Improves mobility options for seniors, young adults, and seasonal workers.

Critical Milestone Goals

- **2026:** Participate in Summit Stage planning processes to advocate for increased frequency and expanded coverage.
- **2026:** Conduct feasibility assessment for a Town-operated circulator serving the downtown core and adjacent neighborhoods.
- **2028:** Launch pilot service if feasible, with seasonal or year-round operation based on community need and funding availability.

T-2: Winter Cycling Infrastructure and Engagement Initiative

Improve infrastructure and accessibility to promote winter cycling as a form of transportation, in order to reduce single occupancy vehicle use.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Promotes active year-round transportation, decreasing reliance on fossil fuel transportation.
- Encourages cold weather cycling as a healthy, zero-emission alternative for short trips.
- Builds transportation networks that remain functional even in winter weather conditions.

Available Resources

- CDOT Safe Routes to School and Multimodal Grants
- DOE Energy Efficient Mobility Systems

Equity Considerations

- Multilingual outreach ensures inclusive education about winter cycling benefits and practices.
- Improves access to affordable transportation for residents without cars.

Critical Milestone Goals

Infrastructure

- Maintain snow removal on high-priority bike paths.
- Expand winter bike route maintenance to schools, transit hubs, and commercial corridors.

Public Awareness

- Launch winter cycling education campaign with route maps and safety advice.
- Provide real-time path conditions and plowing updates.

Community Incentives

- Partner with businesses to offer winter cycling rewards.
- Host community events like guided group rides.

Target Outcomes

- **2027:** Reduce cold-weather SOV trips by 15%.
- **2030:** Increase winter cycling participation by 25%.

T-3: Mandating Multimodal Street Redesigns Aligned with NACTO Standards

All streets in the downtown corridor and adjacent areas will be redesigned to comply with the National Association of City Transportation Officials (NACTO) Urban Street Design Guide.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Reduces emissions by prioritizing walking, biking, and transit over car-centered infrastructure.
- Supports climate adaptation through green infrastructure.

Available Resources

- NACTO Urban Street Design Guide
- CDOT Multimodal Planning Grants
- DOE SMART Mobility Initiatives

Equity Considerations

- Prioritizes pedestrian safety features and protected bike lanes.
- Requires private developers to incorporate design elements that enhance walkability and access.
- Encourages public plazas and shaded areas that serve as community gathering locations.

Critical Milestone Goals

- **2026:** Begin requiring 100% of downtown and adjacent street projects to comply with NACTO standards.
- **2027–2029:** Align private development design reviews with NACTO compliance corridors.
- **2030:** Achieve a 30% increase in non-vehicle mode share (walking, biking, transit) town-wide, tracked through annual reporting on modes of transit metrics.

T-4: Modernizing Parking Policies to Advocate Multimodal Transportation

Reform parking requirements for commercial and multifamily developments to reduce vehicle dependency and incentivize other forms of transportation.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Reduces emissions and supports multimodal travel.
- Supports EV adoption and bike access by repurposing traditional park infrastructure.
- Encourages infill development and compact land use patterns aligned with climate and land use goals.

Available Resources

- Colorado Smart Growth and TOD programs
- Inflation Reduction Act – subject to availability
- USGBC’s Green Building Certifications (LEED) and other Green Building Certificate programs.

Equity Considerations

- Aligns parking supply with actual transportation needs, reducing excess cost burdens on developers and renters.
- Supports bike parking access and weather protection in high demand, underserved areas.

Critical Milestone Goals

- **2026:** Eliminate minimum parking mandates for new developments town-wide.
- **2028:** Establish a Parking Reduction Program with tax or density incentives for converting underused lots to housing, green space, or bike facilities.
- **2030:** Mandate 25% EV-ready parking in new developments, with 100% conduit pre-wiring for future electrification.
- **2030:** Require secure, weather-protected bike parking—minimum 1 space per residential unit and 1 per 500 sq. ft. of commercial space—with e-bike charging in high-demand locations.
- **2035:** Require Transportation Demand Management (TDM) plans for all new projects over 10,000 sq. ft., including measures such as transit pass subsidies or bike-share partnerships.

T-5: Accelerating E-Cargo Bike Adoption to Replace Single-Occupancy Vehicle Trips

Implement targeted incentives and upgrades to infrastructure to establish e-cargo bikes and trikes as a form of transportation to reduce short-distance car dependency.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Reduces car use for short distance trips, cutting emissions and traffic congestion.
- Supports zero emission transportation for both residents and local businesses.
- Diversifies transportation options during fuel supply disruptions or high energy demand.

Available Resources

- Colorado Energy Office E-Bike Rebate Programs
- Local E-Cargo Bike Voucher Program

Equity Considerations

- Allocate at least 50% of local vouchers to low and moderate income households and non-car owners.
- Promotes shared e-cargo bike libraries in HOAs and multifamily housing for broader access.
- Host multi-lingual workshops on safe operation, cost savings, and maintenance in coordination with local bike shops and employees.

Critical Milestone Goals

- **2026:** Launch local voucher and rebate program with equity-based allocation criteria.
- **2028:** Install secure e-cargo bike parking in commercial centers, transit hubs, and civic buildings.
- **2030:** Establish shared-use community bike libraries in residential complexes and high-density neighborhoods.
- **Ongoing:** Conduct annual education and outreach campaigns featuring local success stories and promote e-cargo adoption through marketing and public events.

T-6: Expanding Access to Low-Speed Electric Vehicles

Incentivize low-speed electric vehicles as affordable zero-emission alternative for local trips. The Town can offer class-based rebates to support the integration of Class A (≤ 25 mph) and Class B (≤ 45 mph) models across the Town.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Supports low emission and affordable alternatives to full size EVs or gas vehicles.
- Reduces urban congestion and emissions in both downtown and corridor areas.
- Enhances local transportation resilience by enabling cost effective vehicle ownership.

Available Resources

- Local LSEV Rebate Programs (class based and income-scaled)
- Federal EV Incentive programs
- LSEV priority zones with traffic calming and charging infrastructure

Equity Considerations

- Focuses on affordability, with Class A and Class B models for varied transportation needs.
- Prioritizes low to moderate income residents for majority of rebates.
- Promotes equitable access through test-drive events and outreach campaigns.

Critical Milestone Goals

- **2025:** Launch class-based rebate program with income prioritization and vendor partnerships.
- **2026:** Designate LSEV Priority Zones with charging, signage, and speed-calming infrastructure.
- **2027–2028:** Host recurring test-drive and education events in collaboration with local dealerships and community organizations.
- **☒ 2030:** Achieve 10% household adoption of LSEVs town-wide.

T-7: Equitable Home EV Charging Access

Encourage the adoption of EVs through financial incentives, education, and streamlined solutions for multifamily housing and deed restricted housing.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Expands home-based EV charging, reducing the reliance on fossil fuels and public infrastructure.
- Supports grid stability by shifting charging to off-peak periods in residential areas.
- Aligns housing electrification with Frisco's broader decarbonization goals.

Available Resources

- State and Federal EV charging incentives
- HOA toolkits and installation templates for shared infrastructure
- Utility rebate programs for residential charger installation.

Equity Considerations

- Rebates and incentives targeted to $\leq 80\%$ AMI households.
- Simplifies charging infrastructure for renters and residents in deed restricted housing.
- Offers no cost workshops, contractor referrals, and education materials.

Critical Milestone Goals

- **2026:** Roll out an educational campaign offering workshops, guides, and installation support across diverse neighborhoods.
- **2028:** Launch tiered rebate program for home EV chargers, with targeted outreach to income-qualified households and multifamily buildings.
- **2030:** Partner with HOAs to implement shared EV charging infrastructure using standardized templates and bundled incentives.

T-8: Incentivize EV Infrastructure

Develop an incentive program to expand EV charging access by supporting the installation of DC fast chargers. This program should be designed to supplement existing state and federal programs by focusing its support for the remaining balance of installation needs across the Town.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Reduces range anxiety and expands charging access to accelerate EV adoption.
- Supports a shift away from fossil fuels by enabling long-distance and regional EV travel.
- Strengthens Frisco's clean transportation network by improving infrastructure along key routes.

Available Resources

- National Electric Vehicle Infrastructure (NEVI) Formula Program
- Colorado Energy Office DC fast charging grant program
- Federal tax credits for EV infrastructure deployment

Equity Considerations

- Targets high traffic and underserved areas to ensure access for all residents.
- Promotes awareness of state and federal programs to help small businesses.
- Supports a just transition by providing clean transportation for rural and underserved populations.

Critical Milestone Goals

- **2026:** Partner with local chambers and business networks to disseminate information on NEVI, CEO, and utility-backed EV infrastructure programs.
- **2026-2030:** Launch a Town-led incentive program for gas stations and corridor-based businesses to install DC fast chargers.
- **2035:** Achieve expanded charger availability at key sites along Interstate 70 and in Frisco's commercial zones.

T-9: Municipal Fleet Electrification

Transition 100% of eligible municipal fleet to electric vehicles by 2035, prioritizing replacements during standard refresh cycles where viable models exist.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Cuts municipal fleet emissions and operational costs over time.
- Improves local air quality and sets a public example of climate-oriented operations.
- Supports energy resilience by integrating solar-powered charging infrastructure.

Available Resources

- State and federal fleet electrification funds
- DOE Clean Cities Fleet Planning Tools
- Utility incentives for fleet charging stations.

Equity Considerations

- Ensures public funds are directed towards sustainable, community-serving transportation.
- Increases transparency through public reporting on emissions and cost savings.

Critical Milestone Goals

- **2026:** Begin Class B LSEV deployment for short-range vehicles (e.g., parking enforcement, park maintenance).
- **2027:** Install solar-powered depot and workplace charging stations to support municipal EV operations.
- **2030:** Reach 50% electrification of eligible municipal fleet vehicles.
- **2035:** Achieve 100% electrification of eligible municipal fleet.
- **Annually:** Report publicly on progress, emissions reduction, lifecycle cost savings, and vehicle readiness.

T-10: Expand EV Carshare and Rideshare Electrification

Expand EV carshare pilot program to reduce emissions and increase mobility access targeting high traffic areas of the town.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Reduces emissions and traffic congestion by encouraging shared electric transportation.
- Supports the Town of Frisco's clean transportation targets by electrifying high-usage rideshare fleets.
- Improves infrastructure resilience by coordinating shared use with vehicles with reliable charging access.

Available Resources

- National Electric Vehicle Infrastructure (NEVI)
- Federal Transit Administration (FTA) Enhancing Mobility Innovation Program

Equity Considerations

- Increases transportation options for residents without access to private vehicles.
- Offers subsidized EV carshare memberships for low-income residents and seasonal workers
- Targets workforce housing complexes and heavy tourist areas to ensure equitable access to all demographics.

Critical Milestone Goals

- **2025:** Expand EV carshare stations across high-traffic zones (transit hubs, workforce housing, tourist areas).
- **2026:** Launch public awareness campaign highlighting environmental and cost-saving benefits of EV carshare.
- **2027:** Require 30% of Uber/Lyft vehicles operating in Frisco to be electric, with annual benchmarks tied to operating permits.
- **Ongoing:** Partner with charging providers to ensure dependable access for all shared electric vehicles.

W-1: Support Compost Programs, Including Yard Waste and Ensure Composting is Accessible

Expand community access to composting by continuing educational outreach and improving infrastructure for both home and centralized compost programs.

2050 GHG Emissions Reduction Potential

740 tons CO₂e

Resiliency Benefits

- Diverts organic waste from landfills, reducing methane emissions and landfill use.
- Improves soil health and water retention through community compost programs.

Available Resources

- High Country Conservation Center (HC3)
- Colorado Department of Public Health and Environment Grants (CDPHE)
- Summit County Resource Allocation Park (SCRAP) programs

Equity Considerations

- Ensures composting education is accessible through community events and digital platforms.
- Promotes home composting solutions for all residents.
- Encourages businesses and community organizations to participate.

Critical Milestone Goals

- **2025:** Launch seasonal compost education workshops focused on home vs. industrial composting, accepted materials, and benefits.
- **2026:** Expand and publicize compost drop-off options at community gardens and public facilities.
- **2027:** Partner with local organizations to pilot shared compost bins or pickup services in multifamily neighborhoods.

W-2: Sustainable Consuming

Encourage residents, businesses, and the Town itself to prioritizing goods and services that align with the Town of Frisco's sustainability goals.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Reduces Scope 3 emissions associated with production, packaging, and shipping.
- Supports a circular economy by encouraging the purchasing of long lasting, low impact products.

Available Resources

- B-Corp and Safer Choice Product Database
- High Country Conservation Center (HC3)
- EPA Safer Choice Certified Product Database

Equity Considerations

- Ensures all residents have access to information on responsible product choices.
- Supports equitable economic growth by promoting sustainable local businesses.

Critical Milestone Goals

- **2025:** Launch a public awareness campaign highlighting Safer Choice and B Corp certifications and how to identify them.
- **2026:** Collaborate with local business associations to encourage and support certification efforts.
- **2027:** Develop a “Frisco Sustainable Business Spotlight” program to promote certified local vendors and products through Town communications.

W-3: Implement Landfill Bans on Easily Recyclable Items

Minimize recyclable materials going to landfills through community participation and implementing regulatory measures. This measure builds on existing community recycling efforts.

2050 GHG Emissions Reduction Potential

750 tons CO₂e

Resiliency Benefits

- Reduces GHG emissions and waste contamination through increased diversion rates.
- Strengthens local recycling infrastructure and accountability.
- Supports long-term landfill capacity and climate mitigation goals.

Available Resources

- Local Materials Recovery Facilities (MRF)
- Colorado Department of Public Health and Environment (CDPHE) grants and waste diversion rebates
- Summit County Resource Allocation Park (SCRAP) infrastructure

Equity Considerations

- Ensures residents and businesses receive clear, accessible guidance on recyclable materials and diversion requirements.
- Provides multilingual outreach and support tools to encourage widespread compliance.
- Reduces environmental burdens associated with landfill expansion, benefiting all community members.

Critical Milestone Goals

- **2028:** Enact landfill bans on commonly recyclable items (e.g., cardboard, mixed paper, aluminum).
- **2030:** Require certified recycling center diversion for banned items, with enforcement tied to waste hauler contracts and business licenses.
- **2030:** Launch contamination reduction campaign to improve quality of recycled material and educate the public on compliance expectations.

W-4: Require That All Takeout Materials be Zero Waste

Reduce the amount of material going into landfills by making food and packaging containers recyclable, compostable, or re-usable.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Decreases waste from Frisco's tourism and food service sectors.
- Helps reduce the burden on municipal waste systems.
- Supports broader composting and recycling goals, while reducing dependency on single-use plastics.

Available Resources

- Zero takeout waste guidelines from other cities (e.g. Boulder or San Francisco)
- Supplier directories for compostable packaging
- Technical assistance and sourcing guides via HC3 or industry partners.

Equity Considerations

- Offers phased compliance timelines for small and independent vendors.
- Ensures outreach is multilingual and accessible for business owners of all backgrounds.

Critical Milestone Goals

- **2028:** Mandate that all takeout food and beverage packaging used in Frisco be recyclable, compostable, or reusable.
- **2028–2033:** Conduct business engagement and technical assistance to support implementation.
- **2035:** Achieve 90% compliance rate across restaurants, food trucks, and event vendors, monitored via annual audits or licensing requirements.
-

W-5: Require Contracted Hauling for Trash and Compost

Implement a town-wide contracted hauling system to consolidate waste collection. This will also reduce vehicle miles travels, decrease wear and tear on roads, and reduce the use of fossil fuels.

2050 GHG Emissions Reduction Potential

1,700 tons CO₂e

Resiliency Benefits

- Reduces GHG emissions by consolidating hauling schedules and reducing traffic.
- Improves neighborhood air quality by minimizing heavy vehicle trips.
- Improves system efficiency and accountability through unified service contracts.

Available Resources

- Colorado Department of Public Health and Environment (CDPHE) Hauler Contracting Guidelines
- Case studies from other municipalities implementing single-hauler models.

Equity Considerations

- Standardized service across neighborhoods to ensure equal access to composting and recycling.
- Reduces noise and traffic in residential areas.

Critical Milestone Goals

- **2028:** Develop contract terms and initiate RFP process for a unified residential hauler.
- **2030:** Require contracted hauling for all waste streams—trash, recycling, and compost.
- **2030:** Limit residential pickups to one day per week to minimize emissions and neighborhood disruption.
- **Ongoing:** Integrate waste education, service equity measures, and diversion incentives into hauling contracts.

W-6: Require Appliance Recycling

Mandate responsible recycling of large appliances and encourage replacement with EnergyStar rated models.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Reduces landfill burden and emissions from appliances.
- Encourages circular economy practices in the residential sector.

Available Resources

- Xcel Energy Appliance Recycling Program (\$50.13 or higher rebates available)
- Energy Star and DOE Partnership Tools
- Local scrap metal and recycling contractors

Equity Considerations

- Increases access to recycling for residents without means to transport large appliances.
- Rebate programs can be targeted to low-income households.
- Promote inclusivity through online tools, community events, and partnerships with housing providers.

Critical Milestone Goals

- **2026:** Launch digital campaign promoting ENERGY STAR appliance upgrades and recycling resources through Town platforms and community partners. (Will need to be updated to reflect future changes to the program.)
- **2028:** Require appliance recycling for refrigerators, dishwashers, washing machines, and similar large items during disposal or replacement.
- **2030:** Expand eligible appliance types and coordinate with local vendors and Xcel Energy to bundle rebates.

W-7: Waste and Re-Use Depository

Create a central depository of usable deconstructed waste for reuse in residential and commercial buildings. Incentivize residents and businesses by providing a reward for using this material or putting a tax on new material.

2050 GHG Emissions Reduction Potential

<100 tons CO₂e

Resiliency Benefits

- Diverts constructions and demolition waste from landfills by promoting reuse.
- Reduces demand for new materials and related emissions.
- Encourages a local reuse economy for homeowners and contractors.

Available Resources

- Environmental Protection Agency (EPA) construction and demolition waste reduction guidelines
- Summit County Resource Allocation Park (SCRAP)
- Local contractor networks

Equity Considerations

- Makes low cost reclaimed materials available for homeowners and small businesses.
- Supports contractors who divert materials through tax incentives.
- Can reduce the financial burden for home renovation projects for lower income households.

Critical Milestone Goals

- **2030:** Establish a centralized reuse depot in coordination with SCRAP to collect, sort, and distribute deconstructed materials.
- **2030:** Launch an incentive program that rewards diversion and reuse (e.g., tax rebates, material credits).
- **2040:** Reach a 25% diversion rate for eligible C&D materials from permitted renovation and demolition projects.

NE-1: Dark Sky Lighting

Require compliance with Dark Sky lighting principals for all new construction projects, while incentivizing retrofitting existing infrastructure.

Resiliency Benefits

- Reduces energy consumption and greenhouse gas emissions by transitioning to shielded, low-intensity LED fixtures.
- Minimizes light pollution, preserving night sky visibility and reducing ecological disruption.
- Supports community adaptation through modernized infrastructure and lower utility costs.

Available Resources

- International Dark Sky Association (IDA)
- DOE Municipal Solid-State Street Lighting Consortium
- Utility rebates for lighting efficiency upgrades

Equity Considerations

- Ensures all neighborhoods can participate in lighting retrofits through incentive programs.
- Enhances safety and comfort without over-lighting residential areas.

Critical Milestone Goals

- **2028:** Amend municipal code to require Dark Sky compliant lighting ($\leq 3000\text{K}$ LED, fully shielded, downward-directed) in all new construction.
- **2028:** Launch incentive program for retrofitting public and private lighting with sensors, timers, and compliant fixtures.
- **2030:** Conduct community outreach and education campaign on responsible nighttime lighting practices and ecosystem health.

NE-2: Replace Turf Grass with Native Plants

Transition from conventional turf grass to native vegetation and drought-tolerant vegetation to revitalize the natural environment and to save water by reducing the need for irrigation on local plants.

Resiliency Benefits

- Saves water by reducing the need for irrigation.
- Cuts emissions and fossil fuel use by decreasing mowing frequency and the use of synthetic fertilizers.
- Enhances biodiversity and soil health by restoring native habitats.

Available Resources

- Colorado Water Conservation Board (CWCB) Turf Replacement Program
- U.S. Environmental Protection Agency Landscaping Guidelines
- High Country Conservation Center (HC3) Xeriscape and Native Planting Guides

Equity Considerations

- Prioritize high-impact turf removal in multifamily, HOA and institutional properties.
- Offer incentives accessible to single family homeowners and high water use customers.
- Ensures equitable participation through multilingual outreach and program design.

Critical Milestone Goals

- • **2026:** Launch incentive program focused on high-water-use properties and customer segments.
- • **2028-2035:** Begin phased turf replacement in municipal and institutional properties with public visibility.

NE-3: Phase Out All Wood, Charcoal, and Gas Burning Stoves

Start the transition from wood, charcoal, and gas stove to clean and energy efficient alternatives. Implement this process through incentives and ordinances to restrict the use of non-energy efficient alternatives.

Resiliency Benefits

- Reduces indoor and outdoor air pollution, improving public health.
- Lowers GHG emissions by replacing high emissions heating systems.

Available Resources

- Environmental Protection Agency (EPA) Burn Wise Program
- Colorado Energy Office (CEO) Home Electrification and Appliance Rebates
- Xcel Energy rebates for induction cooktops and electric heat systems

Equity Considerations

- Prioritize high pollution and low-income areas with targeted rebates.
- Reduce disproportional exposure to pollutants for vulnerable and marginalized communities.

Critical Milestone Goals

- **2026:** Enact ordinance restricting wood and charcoal stove use in designated areas.
- **2030:** Launch financial incentive program for upgrading to electric alternatives (e.g., heat pumps, induction stoves).
- **2030-2035:** Retrofit all public outdoor grills in parks and recreational areas to electric models.
- **2036:** Conduct annual education and outreach campaigns to raise awareness of health and environmental risks and promote cleaner technologies.

NE-4: Minimize Irrigation in Parks; Implement Water Efficiency Requirements for Irrigation Systems in Parks and Green Spaces

Reduce water consumption by minimizing irrigation in parks through retrofitting existing parks and mandating a water budget for municipal landscapes.

2050 GHG Emissions Reduction Potential

- Emissions associated with irrigation are primarily associated with pumping power, water treatment, and to a lesser degree groundwater degassing. Converting turf to xeriscape can beautify the area while to a large extent eliminating the emissions associated with irrigation.

Resiliency Benefits

- Drought buffer: Less reliance on North Tenmile-Creek flows supports drought restrictions in the Frisco Water Efficiency Plan.
- Peak-flow relief: Soil-amended, deep-rooted plantings increase infiltration, reducing park runoff that can overload storm drains during cloudbursts.

Available Resources

- Frisco Water Efficiency Plan (2018)
- Blue River Watershed Regional Water Efficiency Plan (2022)
- High Country Conservation Center “Water-Smart Irrigation” program
- SB23-178 Xeriscaping and other Water-Wise Landscaping Requirements– requires HOAs to allow the use of drought-tolerant landscape on property for which the owner is responsible.

Equity Considerations

- Parks stay green without increasing community taxes.
- Native shade trees and gardens improve air quality for all residents, especially low-income areas which tend to have worse air quality.

Critical Milestone Goals

- **2027 – Adopt UDC landscape ordinance that:**
 - Sets ≤ 18.9 gal ft²yr water budget for all turf zones (aligns with South Metro Model Ordinance)
 - Requires smart controllers on all retrofits beginning FY 2028.

NE-5: Community-Centered Flood Resilience

Mitigate flood impacts by modernizing floodplain mapping and updating surveys to focus on high-risk areas, while retrofitting critical infrastructure to handle harsher conditions.

Resiliency Benefits

- **Tourism Impacts:** Tenmile Creek has reached or exceeded *minor flood stage* (5 ft) several times since 2019, and at 7.5 ft the westbound lane of I-70 can flood, limiting visitor access to Frisco's trailheads and marina. Mitigation (updated flood maps, wetland buffers, culvert upgrades) protects recreation revenue and summertime lodging taxes.
- Reduce property losses for ~1,000 Summit-County parcels in FEMA floodplains
- Safeguard Highway 9 and neighborhood roads serving schools, the Medical Center, and workforce housing.
- Lower resident insurance costs by keeping Frisco in good standing with the National Flood Insurance Program (NFIP).

Available Resources

- FEMA / NFIP Risk Maps
- NOAA / National Weather Service
- Summit County Overlay Districts

Equity Considerations

- Mapping and vulnerability overlay can be crossed with income and housing-cost data to flag rentals and mobile home areas more susceptible to flood damage.
- Multi-lingual push notifications in case of floods.
- Offer preparedness hubs for residents to receive sand-bags and emergency first aid kits.

Critical Milestone

- **2025** – Summit County Risk MAP Draft Flood-Hazard Release
- **2026** – Preliminary Flood Insurance Rate Maps (FIRMs) Issued
- **2027** – Effective FIRMs and CRS Applications

NE-6: Avalanche Risk Mitigation

To mitigate avalanche risks the town will implement climate informed strategies by combining advanced hazard mapping, improvements to infrastructure, and community education.

Resiliency Benefits

- **Tourism Impacts:** Tourism is a cornerstone of Frisco’s economy. In 2022, the Town approved a 5% increase in its lodging and short-term rental tax, projected to generate an additional \$1.5 million annually. More broadly, Summit County reported over \$1 billion in tourism spending in 2018, underscoring the sector’s economic significance.

Avalanche events, such as the Ten Mile Canyon Avalanche in February 2025, can trigger travel advisories, disrupt access to the Town, and limit outdoor recreation in the region. Proactively mitigating avalanche risk helps ensure year-round visitor access, protects economic stability, and strengthens community resilience.

- **Locals Impact:** Avalanche risk in the high alpine areas surrounding Frisco present real threats to residents' safety, mobility, and essential services. Investment in Avalanche Risk Mitigation supports uninterrupted access to healthcare, work, and schools.

Available Resources

- Colorado Avalanche Information Center (CAIC)
- Colorado Department of Transportation (CDOT)
 - CDOT Risk and Resilience Program

Equity Considerations

- Avalanche mitigation protects critical transportation corridors (i.e. Hwy 9, I-70, and Tenmile Canyon) that provide access to lower-income commuters who live outside of the Town but rely on these routes for their daily commutes.

Critical Milestone

- **2026** – CDOT’s scheduled completion of I-70 West Vail Pass Auxiliary Lane Project

Appendix C: Community Engagement



TOWN OF FRISCO CLIMATE ACTION & RESILIENCE PLAN REPORT

October 21, 2024

Prepared by



INSTITUTE FOR THE
BUILT ENVIRONMENT
COLORADO STATE UNIVERSITY

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EXECUTIVE SUMMARY

Purpose

The purpose of this report is to present key learnings from community surveys and workshops, conducted from June through September 2024, to inform the Town of Frisco’s Climate Action and Resilience Plan (CAP). Frisco will use the community perspectives shared within this report to help finalize the Plan.

Community Engagement Process

From July through September 2024, Colorado State University’s Institute for the Built Environment (IBE) led a community engagement process, including workshops targeting business owners and community members, to gather feedback and discuss strategies related to the Climate Action Plan. IBE created a stakeholder outreach plan (see Appendix A) and worked closely with City staff and technical partner Iconergy to implement the plan. The following table overviews each engagement activity and its respective objective and audience.

Activity	Objective	Audience
Online Community Questionnaire <i>June – July 2024</i>	To understand the community’s awareness, knowledge, perceptions, and current behaviors related to climate change and climate action (including barriers and motivators).	General public
Business Workshop (1 in-person) <i>July 30, 2024</i>	To gather a baseline understanding of business’ priorities and perceptions related to climate action, and of opportunities, barriers, and strategies related to the CAP.	Business stakeholders
Confirming Workshops (1 virtual, 1 in-person) <i>August 27, 2024</i> <i>September 23, 2024</i>	To confirm, prioritize, and refine draft CAP goals and strategies.	Primary stakeholders

Key Learnings

Across engagement activities, overarching themes arose within feedback provided by community members and partners. Key themes are outlined below.

Assets & Risks

Community members compiled a list of Frisco's assets that they hoped to preserve. Key points included natural areas like bodies of water and trails, wildlife, and attractions like unique businesses and local entertainment. Community members then compiled a list of risks associated with climate change in Frisco. Key points included the risk of overpopulation and subsequent raised prices, temperature changes and wildfires, and property/natural area damage from flooding.

Renewable Energy

Developing a local renewable energy roadmap and maximizing the use of local solar and wind resources was the largest percent allocation of funding in the eyes of business stakeholders. Promoting energy efficiency and renewable energy for schools and government buildings was one of the largest percent allocations of funding for community stakeholders.

Infrastructure Modifications

Community and business stakeholders sought to improve the town infrastructure in several areas, including: replacing/modifying non-electric stoves with electric; installing dark sky exterior lighting; improving landscaping and water use by using rain barrels for at-home watering and converting non-native turf grass to low-water landscaping.

Motivators & Barriers

Across engagement activities, key themes surrounding motivators to implement climate action strategies included reduced cost, transportation efficiency, expanded educational programs, and reduced energy usage.

Across engagement activities, key barriers included the initial cost of implementation and upgrades, commute times and access to natural areas, lack of information and education surrounding climate action strategies, and the political implication of policy enactment.

Next Steps

The Town of Frisco will take its community and shareholder input into consideration as it finalizes its Climate Action and Resiliency Plan. It will be critical that the Town continues to engage its community in sharing feedback and ideas as the plan is implemented and future updates are made, to ensure that evolving community needs are addressed.

SURVEY SYNTHESIS

From June 25 through July 23, 2024, IBE hosted an online survey to gather community feedback related to Frisco's Climate Action & Resiliency Plan. Survey questions addressed climate action priorities, including those related to Town policies/programs and personal actions; prioritization of community goals; and awareness of Frisco's available resources and support.

Survey Outcomes

There were 392 survey respondents, representing Frisco residents, those who work or attend school in Frisco, Frisco business and property owners, and those who visit Frisco. Refer to Appendix B for a comprehensive descriptive statistics report.

Responses

Of the nearly 400 respondents who answered all survey questions:

- 84% were White or Caucasian; other races were less represented.
- Approximately half of respondents were between the ages of 50 and 69.
- 50% lived in a primary residence in Frisco; 20% primarily lived outside of Summit County.
- 63% lived in Frisco year-round or seasonally; of those with a primary residence in Frisco, 80% lived there year-round and 17% lived there seasonally.
- 86% own their residence and 11% rent.

Big-Picture Takeaways

Overall, the survey showed significant support for CARP efforts, including personal adoption of activities. In general, there was slightly more agreement in having the City adopt or in personally adopting strategies among renters and those who work/school in Frisco, compared to residents and business/property owners.

Climate Action Priorities

- Overall, based on average ranking of all options across all respondents, three goals were similarly considered highest priority: Improve walking & biking infrastructure; Expand renewable energy; and Reduce waste and expand recycling & composting. Reduce energy use in buildings and Improve disaster preparedness, safety, and resilience ranked slightly lower in priority. Expand the adoption of electric vehicles ranked lowest – significantly lower than all other options.
- Of the top three priorities:

- 30% of respondents ranked Improving walking and biking infrastructure as the highest priority;
- 23% ranked Expanding renewable energy as highest priority; and
- 16% ranked Reduce waste and expand recycling & composting as highest priority.
- 45% of respondents reported that expanding the adoption of electric vehicles was their lowest priority.

Town Action

Renewable energy

- When asked which of three statements about renewable energy they agreed with most for the Town, 51% of respondents selected Town expansion of infrastructure to generate renewable energy *within* its boundaries. About 25% most agreed with expanding the Town's renewable energy supply by purchasing sources from *outside* its boundaries, while another 25% most agreed that the Town should not expand renewable energy.
- Compared to other respondents, slightly more who work or go to school or who visit Frisco agreed most with expanding infrastructure within Town boundaries (57-61% compared to 52% or less).

Sales tax

- Respondents were more or less evenly split over their likelihood to support an added sales tax to fund climate action in the Town: 47% responded that they would be Likely or Very likely to support it; 53% responded that they would be Unlikely or Very unlikely to support it. Notably, 37% of all respondents reported that they would be Very unlikely to support such a tax.
- Renters (66%) were more likely than homeowners (closer to 50%) to say they were likely or very likely to support a tax.

Personal Action

Respondents were asked how likely they were to engage in specific climate action activities. The below table illustrates all activities, ordered from most to least based on the percentage of respondents who reported that they were Likely or Very likely to participate in the activity.

Strategy	% Responded Likely or Very Likely	% Responded Unlikely or Very unlikely	% Responded Already Doing
Participate in curbside scrap program	56%	35%	5%
Bike or walk to daily activities	48%	13%	38%

Participate in home energy assessment	46%	22%	31%
Participate in reusable coffee cup program	45%	21%	32%
Install thermostat to reduce energy use	40%	12%	47%
Use e-bike share	40%	56%	3%
Replace grass with native plants	37%	26%	37%
Install solar panels	37%	49%	13%
Switch from gas to electric	25%	59%	15%
Participate in carshare	22%	76%	1%

- There were five actions that about one-third or more of respondents reported *already* doing:
 - Install a thermostat to reduce energy use (47%)
 - Bike or walk to daily activities (38%)
 - Replace grass with native plants (37%)
 - Participate in a reusable coffee cup program (32%)
 - Participate in a home energy assessment to learn ways to reduce energy use (31%)
- In comparing respondents' relationship to the Town, there was a slight difference in ranking of "Reduce energy use in buildings:"
 - Residents and those who work or school here gave an average rank of 3 to this strategy, compared to a rank of 4 from those who own a business/property or who visit.
 - Year-round homeowners and renters ranked this strategy (average rank = 3) as slightly more important than seasonal homeowners (average rank = 4).
- Notable differences in responses based on relationships to the Town included the following, "likely" includes responses of likely and very likely; "unlikely" includes unlikely and very unlikely). Compared to the other segments:
 - A slightly higher percentage of visitors reported being likely to participate in a reusable coffee cup program. Those who live or own a business/property in Frisco more often reported being unlikely.
 - A higher percentage of visitors reported being likely to bike or walk to daily activities – though, of note, approximately 45% of residents and property/business owners reported that they already do this.
 - 20% more respondents who work or go to school in Frisco reported being likely to use an e-bike share. A greater percentage of homeowners reported likelihood than renters.
 - A slightly higher percentage of visitors reported being likely to participate in a carshare.
 - Compared to seasonal homeowners, a higher percentage of residents who live in Frisco year-round reported being likely to participate in a curbside food scrap program.
 - A higher percentage of year-round homeowners reported being likely to do home-based activities compared to seasonal homeowners. This was the case for installing solar

panels, participating in a home energy assessment, switching from gas to electric, and replacing grass with native plants.

Resources & Support

- When asked if they were aware that the Town offers grants, rebates, and free resources available to help adopt climate action practices, 37% of respondents reported that they were not aware.
- 20% reported that they were aware and have used the resources.
- 43% reported that despite being aware, they had not used them. The primary reasons that this group reported not using them included:
 - Didn't think they applied to them (30%)
 - Haven't had time to learn how to access them (23%)
 - Didn't think it was worth time (20%)
 - Notable reasons reported by those who responded Other included that costs are too high even with support and that ROI is not enough; and that the solar sign-up is when they are out of town.
- Compared to homeowners, a higher percentage of renters reported that they didn't think resources applied to them and that they haven't had time to learn how to access them. More renters also reported that they didn't understand the application process and no renters reported that the application process was too complicated/time-consuming, suggesting that no respondents who were renters had tried to apply.

Climate Action Community Goals & Priorities

Respondents were asked to rank six strategies, from most important to least important to them, that the Town could focus on in its new Plan. Based on average ranking across all respondents and the percentage of individual respondents who ranked each goal as most important (1 or 2), two goals ranked similarly as highest priority: "Improve walking and biking infrastructure" and "Expand renewable energy." While "Reduce waste and expand recycling & composting" was ranked similarly important based on average ranking across all respondents, this strategy was less often ranked by individuals as highest priority (1 or 2). Ranking as the lowest priority, much lower than all other goals based on average rank, was "Expand the adoption of electric vehicles."

The table below details, for each goal, average ranking score across all respondents (scored from 1 to 6, with 1 representing most important and 6 representing least important) and the percentage of respondents who ranked each goal as most important (1 or 2), of middle importance (3 or 4), and least important (5 or 6).

Goal	Average Rank (Most to Least Important)	% Respondents Ranked 1 or 2 (Highest Priority)	% Respondents Ranked 3 or 4 (Middle Priority)	% Respondents Ranked 5 or 6 (Lowest Priority)
Improve walking & biking infrastructure (1)	2.9	47%	32%	21%
Expand renewable energy (2)	3.0	42%	35%	21%
Reduce waste and expand recycling & composting (3)	3.1	37%	44%	19%
Reduce energy use in buildings (4)	3.6	29%	39%	32%
Improve disaster preparedness, safety, and resilience (5)	3.7	36%	23%	42%
Expand the adoption of electric vehicles (6)	4.8	9%	27%	64%

Respondents were asked to share additional goals, ideas, concerns, and considerations for the Town as it develops its Climate Action & Resiliency Plan. Several key themes emerged from the open-ended responses, listed in order of prominence:

- **Balancing Environmental and Economic Goals:** Many respondents emphasized the need for realistic and achievable climate strategies that do not impose excessive costs on residents and businesses. Concerns regarding potential increases in property taxes, utility bills, and overall living expenses were prominent, leading to resistance against tax hikes.
- **Community Concerns:** Respondents urged the Town to prioritize improving conditions for current residents over attracting more visitors, citing the strain that tourism places on local resources and infrastructure. Significant concerns regarding housing shortages were expressed, highlighting the need for a focus on affordable and workforce housing.
- **Transportation Infrastructure:** Concerns about traffic congestion and road safety were frequently mentioned, along with a strong desire to reduce reliance on personal vehicles. Respondents called for enhanced public transit options, including improved infrastructure, increased bus frequency, and incentives to encourage public transit use.
- **Concerns Related to Energy Strategies:** There was apprehension about the existing power grid's capacity to meet the increased demand from climate initiatives, particularly for electric vehicle (EV) charging. While interest in energy-efficient building practices exists, respondents sought additional resources and incentives for residents to adopt these measures.
- **Prioritization of Current Programs:** Frustration was expressed regarding the perceived overemphasis on the new Climate Action and Resilience Plan (CARP) compared to existing initiatives, such as recycling programs, which may be underfunded or neglected.

- **Communication and Engagement:** Respondents highlighted the importance of enhancing public education about sustainability practices and how residents can engage with the CARP. Effective community engagement was viewed as essential for the successful implementation of the plan.

Information Sources

- When asked where they get information on resources regarding the Town's programs and activities, 61% of respondents reported the Town of Frisco website; 48% reported friends, family, or neighbors; and a combined 87% reported either the news, social media, or the radio (KYSL).

BUSINESS WORKSHOP SUMMARY

Workshop Date: Tuesday, July 30, 2024

Time: 9:00am – 10:30am

Location: Frisco Town Hall

Purpose of workshop:

The aim this interactive workshop was to gather members of Frisco's business community's input on the following topics as they relate to their business:

- Climate-related perceptions, priorities, and concerns
- Perspectives regarding climate-related Town priorities
- Barriers and motivators to taking climate action
- Opportunities to address challenges

Workshop Summary

Welcome and Introductions

We started by explaining the agenda for the workshop, reviewing some basic community agreements for our time together, and asking participants to introduce themselves, their business, and why they chose to attend the workshop.

Introduction to CAP Planning Process

Grant from Iconergy presented information to the participants about the general purpose and process of the Frisco Climate Action Plan and explained the plan's components included a greenhouse gas inventory (in progress), existing conditions assessment of community assets, community engagement (survey and workshops), strategy development, and ultimately plan adoption by Town Council.

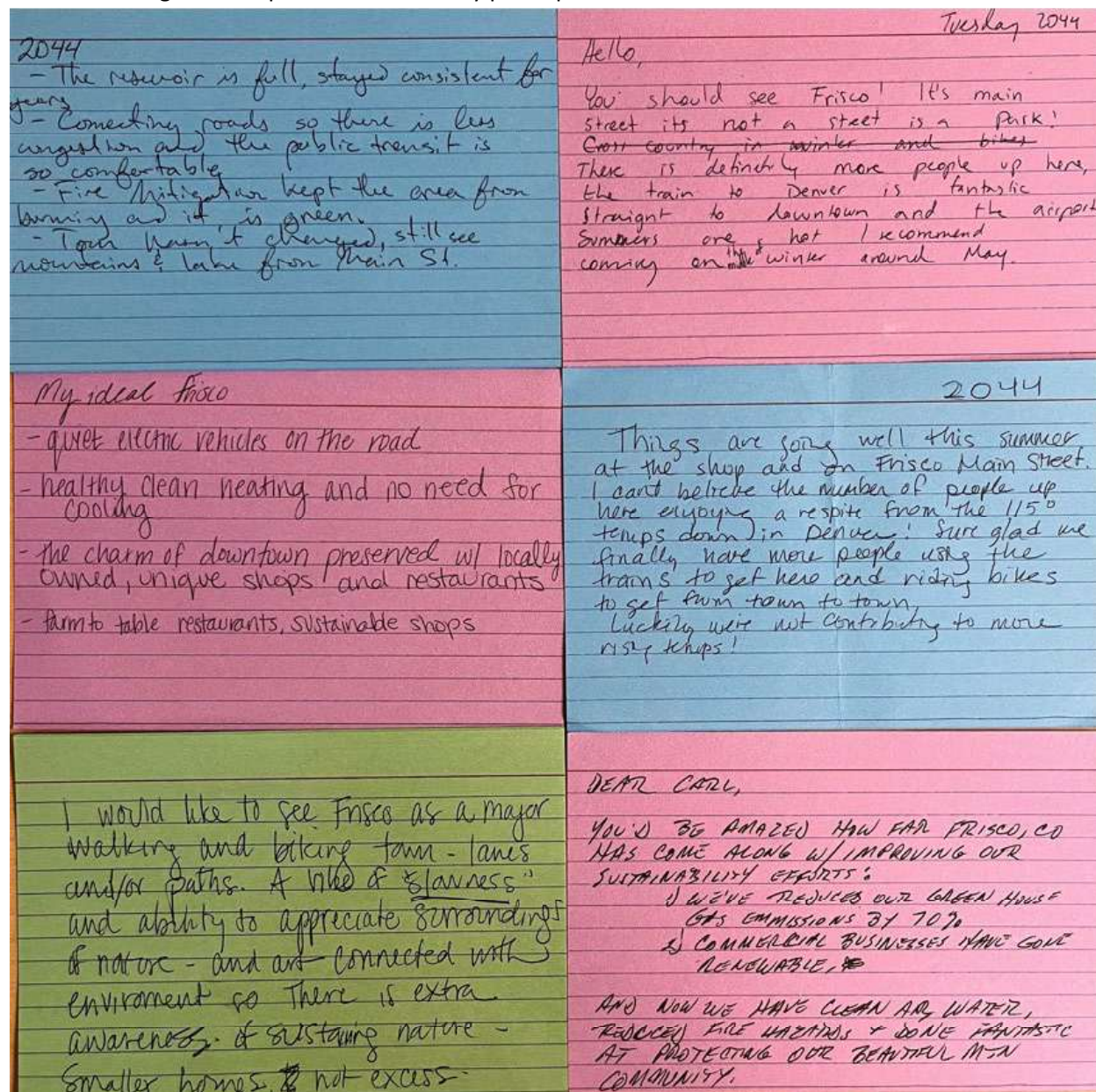
"Postcard from the Future" Activity

Participants were invited to envision their business and the Town of Frisco 20 years from now through a reflection activity. We asked them to imagine they are in the year 2044 and to write a postcard to a friend or relative who has visited their Frisco business recently. We asked them to talk about some of the great changes that have happened to their business, the town, the community, and the natural environment around Frisco. We asked them to explain what it means to be a thriving business owner in Frisco in 2044 and to consider the ecological, social/cultural, economic, and spiritual implications of this highest potential. Participants were given 6-8 minutes to write their postcards.

Some of the big ideas that surfaced included a vision of Frisco as a town that is very walkable and bikeable and includes train access from Denver. There is a slowness to the town and behavior health is enhanced. Businesses are thriving and are generating energy from renewable sources. Residents enjoy

clean air and water (the lake is full!) and reduced fire hazards. Main Street is not a street – it's a park, and the unique charm of the town has been preserved.

Below are images of the postcards written by participants.



Climate Related Risks and Resiliency Planning

IBE led a discussion with participants to find out what the key community assets are and what the risks to those from climate change might be. The results of the discussion are in the table below.

Assets	Risks
• Nearby trails – parks and bike park • Lake • Creek • Natural landscape – mountains and trees • Seasons • Wildlife • Water source • Tourists (sometimes) • Nature draws people here • Long standing community members • Can house people and be close to nature – the best of both worlds • Close to big city (but not too close) • Free bus system • Hospitality and entertainment • Close to winter sports • Local/unique businesses	• Too many people – some aren't respectful or educated about being in the outdoors (especially as relates to interaction with wildlife) • Risk of wildfires can negatively change views and put buildings/property at risk • Temperature changes and subsequent effect on tourism • Flooding and associated damage to property and natural areas • High cost of housing leads to youth leaving Frisco which means there are less people to work in town • Insurance for homeowners and businesses is expensive

Strategies Gap Analysis and Prioritization Activities

In this activity, IBE asked participants to review relevant strategies from the Summit County Climate Action Plan across five topical areas: Building Energy, Renewable Energy, Transportation, Waste, and Community Engagement. Participants were invited to add sticky notes to posters with notes explaining the perceived motivators and barriers to each of the climate action strategies listed. Participants were also asked to consider adding new strategies to each topical area. Participants had approximately 20 minutes to review the strategies and add notes. Note that participants did not add sticky notes to every strategy so some of the strategies listed had many comments while others had none.

In summary, several key themes that emerged about motivators to implementing climate action strategies included financial incentives/reduced cost, assistance navigating programs, simplification of programs and processes, easier transportation options (plowing trails and enhanced public transit), and improved/expanded education programs and channels.

Some of the key themes about barriers to the strategies included political implications of policies, limitations of the electric grid, adequacy of EV charging infrastructure, upfront cost of upgrades/technology, long commute times on public transit, and lack of access to information.

After participants completed the previous exercise, we invited them indicate how they would recommend the Town prioritize the various climate action strategies. Participants were told they hypothetically had \$10 to spend and they should add sticky notes to the posters indicating how they

would spend it. Results of this activity are listed in the table below and the raw data is provided in the tables following this summary report. Note that the total dollar value allocated by participants is \$46, meaning that of the five participants, some people did not allocate their entire \$10 budget. Also, we did not ask participants to indicate which alternative strategy they were allocating funds to so all alternative strategies for a given topical area are listed when funds were allocated to alternative strategies.

The climate action strategies that participants gave the highest priority included strategies related to renewable energy, commercial building energy efficiency programs/incentives, and electric vehicles.

Prioritization of climate action strategies in order of greatest priority to least priority.

Strategy	\$ allocated	% allocated
Develop a local renewable energy roadmap and/or feasibility study to maximize the use of our local solar and wind resources.	\$6	13%
Improve and expand existing commercial energy efficiency programs to target more businesses.	\$6	13%
Support the adoption of more electric vehicles through expanded infrastructure and incentives.	\$5	11%
Other Renewable Energy Strategies (mobile solar, solar car ports, and community solar installations)	\$4	9%
Work with the county to streamline the permitting process for renewable energy systems	\$3	7%
Provide additional incentives for reducing energy use and greenhouse gas emissions in buildings.	\$3	7%
Improve and expand infrastructure that supports year-round cycling.	\$3	7%
Enhance public transit options and routes.	\$3	7%
Expand Solarize Summit incentive program to improve rebate program for solar installations.	\$2	4%
Support adoption of e-bike and cargo bike use through incentives and resources to increase cycling for short trips (<3 miles).	\$2	4%
Collaborate with ski areas and other towns to promote the Climate Action Plan and implement strategies to educate millions of visitors.	\$2	4%
Create an outreach campaign to engage community members in climate action and help residents learn how to reduce their carbon footprints.	\$2	4%
Other Community Engagement and Education Strategies Present / share information with local schools - Let visitors know what we are trying to achieve in the community - Town OMM channel - A common message could inform and educate visitors	\$2	4%

• Ideal to use same marketing strategies/message across all towns / businesses		
Implement landfill bans on easily recycled items.	\$1	2%
Mandate a curbside food scrap collection (compost) program.	\$1	2%
Create codes to require recycling at construction sites.	\$1	2%
Adopt local ordinances to require energy reporting for larger commercial buildings (10,000 - 50,000 sf bldgs.) Note: There is a state requirement for buildings >50,000 sf.	\$0	0%
Discourage single occupancy vehicles through incentives, policies, and participation in regional initiatives.	\$0	0%
Increase the number of glass collection sites.	\$0	0%
Incentivize deconstruction and reuse instead of demolition in construction projects.	\$0	0%
Smaller homes require less energy too (incentivize construction of smaller homes)	\$0	0%

Closing and Next Steps

We closed the workshop by informing participants that there would be two more community workshops, and we would appreciate them encouraging other Frisco community members to attend. We also stated that one of the workshops will be available in Spanish and that we are specifically looking for feedback from community members who speak Spanish. Next steps discussed included finalization of the greenhouse gas inventory, community workshops, and drafting the plan for review and adoption by Town Council.

COMMUNITY WORKSHOP #1 SUMMARY

Workshop Date: Tuesday August 27, 2024

Time: 12:00 – 2:00 pm

Location: Virtual

Purpose: The aim this workshop was to gather Frisco community members' input on the following topics as they relate to their personal experience: Confirm, prioritize and refine draft CAP goals and strategies including feasibility of draft CAP strategies and prioritization of draft CAP goals & strategies.

Workshop Summary

"Postcard from the Future" Activity

Participants were invited to envision their business and the Town of Frisco 20 years from now through a reflection activity. We asked them to imagine they are in the year 2044 and to write a postcard to a friend or relative who has visited Frisco recently. We asked them to talk about some of the great changes that have happened to the town, the community, and the natural environment around Frisco. We asked them to explain what it means to be part of a thriving community in Frisco in 2044 and to consider the ecological, social/cultural, economic, and spiritual implications of this highest potential. Participants were given 6-8 minutes to write their postcards.

Some of the big ideas that surfaced included a vision of Frisco as a town is powered by renewable energy, the cellphone service improved and more EVs are present. High paying jobs outside the tourism industry emerged and car use has significantly reduced, turning parking into places for people. The promenade became a walking street, and the town is quieter. The entire community is Firewise certified, and town hall runs meetings to educate about fire safety; making the mountains a safe place to live.

Strategies Gap Analysis & Prioritization Activities

In this activity, IBE asked participants to review relevant strategies from the Summit County Climate Action Plan across five topical areas: Building Energy, Renewable Energy, Transportation, Waste, and Community Engagement. Participants were invited to add sticky notes to posters with notes explaining the perceived motivators and barriers to each of the climate action strategies listed. Participants had approximately 20 minutes to review the strategies and add notes. Note that participants did not add sticky notes to every strategy so some of the strategies listed had many comments while others had none.

Strategy	Barriers	Motivators
Incentivize Beneficial Electrification, especially on properties where resources are	Capital cost does not benefit the owner	Look at Electrify Breck pilot program

shared (multifamily, condo HOAs, etc.) and in deed-restricted houses.	• Talking to property managers for HOAs, HOAs do not like payback periods longer than 5 years. Have to have large incentives to not replace items like for like • This is by far the most important with geothermal below. Barriers include interconnections; utility and grid • Existing building structures not easily converted. Heat pumps may not be efficient here? • Education – people do not understand that heat pumps work in • Renters have small influence in HOAs • No contractors. Electricity is expensive relative to Natural gas	• Less cost in bills for renters • Highlight success stories already happening in our community • Huge carbon savings. Also offers A/C. Most important strategy on this list by a lot :)
Offer E-Cargo Bike Incentives	• This is a fun low hanging fruit, but incentives need to include mobility access and safe pathways to get around town • Be sure these are allowed on Rec Path to use • Impractical in our climate. Not big impact compared to other transportation strategies out there with transit and EVs • Not easy to use when snowy/icy • Need to plow the rec path in the winter • Would need to stay very inexpensive for the generational population. We have these in Chicago called DIVY BIKE	• I have an e cargo bike and I was great to go to work and shopping for groceries • Great way for people to get around town, can lead to other electrification • So nice that every person can ride these safe, stable bikes and use them for ADLing • This is a nice “gateway” into climate action for those not familiar with the other strategies • Disincentive cars through parking strategies, must be easier to bike than to drive • Shows leadership/modeling good behavior to visitors. Meshes well with our healthy mountain resident lifestyle.

Develop strategies for eliminating single use plastics, especially those provided for food delivery and take-out	• Starting costs and recovery systems • Reuse must be a primary focus as alternative; shifts in business model and behavior; tourism • Perceived product availability; cost; alternatives for SOME products; greenwashing of products • Having the recycled plastic converted to practical needed services, like pavement • Water use shifts some environmental costs to location • Where not possible to eliminate plastic, add recycling collectors and incentives, like Fort Collins	• Reduced landfill burden • Visible reduction in plastic pollution; landfill burden; reusable programs • Yes, super important for health and landfill. Diverting construction waste is more important • Be on the forefront of getting rid of wasteful products • As Rotarians, we have collected over 12,000 lbs of plastic from community. We are seeing that businesses are interested. Next step, incentivize the business by rewarding them
Redevelop the rental program. Make Short Term Rental program include Long Term Rentals. Better Incentivize Long Term Rentals over Short Term Rentals	• Costly. 2nd homeowners will resist • This is a broader housing strategy and is in alignment with climate but not a primary motivator for the scope of this work	• Super important to maintain community and affordability • Key to have housing close to town center/work to utilize multimodal transportation options • Continue to cap ST rentals down, while encouraging more commercial lodging business • Door for towns to set up a baseline on housing being rented • Housing shortage, expensive rent, lead to people leaving and staffing issues
Develop a roadmap for conversion of all cooking appliances to electric (residential AND commercial)	• People love their gas stoves, need education to show that induction is a comparable cooking mechanism • Many people, including chefs, would prefer to cook on gas appliances – an education needs to take place	• Having induction cooktop rental program for businesses to use and see how they can work in their restaurant • Can we think bigger? No natural gas at all? Induction stoves are great, so people will love them if we show them

		• Getting restaurants and homeowners off gas • New Colorado energy code/low carbon code
Develop a roadmap for a District Geothermal Heating system, with expectation for connections to all businesses and residences	• Distribution system seems like it might be costly • Love this, but would like feasibility study results • Cost + feasibility, retrofitting large networks	• Utility Scale Case Studies – Colorado Mesa University • Extreme efficiency and resiliency; can lead to very low utility costs • Potential to eliminate 100% of gas heating emission

In summary, several key themes emerged about motivators to implementing climate action strategies included reducing cost, transportation efficiency, reduced landfill burden and reducing energy usage.

Some key themes about barriers to the strategies included lack of education surrounding these climate action strategies, access to public walkways in the winter, the initial cost of implementation, and the lack of incentive for lifestyle changes for residents and businesses.

After participants completed the previous exercise, we invited them indicate how they would recommend the Town prioritize the various climate action strategies. Participants were told they hypothetically had \$10 to spend and they should add sticky notes to the posters indicating how they would spend it. Results of this activity are listed in the table below and the raw data is provided in the tables following this summary report.

Note that the total dollar value allocated by participants is \$87, meaning that of the eleven participants, some people did not allocate their entire \$10 budget. Also, we did not ask participants to indicate which alternative strategy they were allocating funds to so all alternative strategies for a given topical area are listed when funds were allocated to alternative strategies.

The climate action strategies that participants gave the highest priority included strategies related to water reduction in lawns, incentivizing electrification, and landfill bans.

Prioritization of climate action strategies in order of greatest priority to least priority.

Strategy	\$ allocated	% allocated
Provide incentives for converting grass lawns and fields to native plants that use far less water.	\$16	18%
Incentivize Beneficial Electrification, especially on properties where resources are shared (multifamily, condo HOAs, etc.) and in-deed restricted housing	\$11	13%

Implement landfill bans on easily recycled items, like cardboard.	\$9	10%
Promote energy efficiency and renewable energy for schools and government buildings.	\$7	8%
Switch government vehicles to electric vehicles within the replacement cycle and when appropriate models are usable	\$7	8%
Incentivize gas stations to have DC Fast Chargers	\$7	8%
Develop strategies for eliminating single use plastics, especially those provided for food delivery.	\$5	6%
Require streets design surrounding downtown to follow NACTO design guidelines upon redesign.	\$5	6%
Plow bike paths in winter to allow for their use as a mode of transportation	\$4	5%
Redevelop the rental program. Make changes to the Short Term Rental Program such that it includes Long Term Rentals. Better Incentivize Long term rentals	\$3	3%
Develop a roadmap for conversion of all cooking appliances, residential AND commercial, to electric.	\$3	3%
Develop a roadmap for a District Geothermal Heating system to be implemented as early as 2035 and as late as 2040, with expectation for connections to all businesses and residences.	\$3	3%
Incentivize restaurants and businesses that offer local delivery to utilize low speed EVs, e-bikes, etc. for local deliveries	\$2	2%
Offer E-Cargo Bike Incentives	\$1	1%
Create an outreach campaign to encourage locals to cycle for their errands, even during winter	\$1	1%
Provide education and outreach surrounding winter cycling	\$1	1%
Educate and advocate for the important role of forests with regard to climate change	\$1	1%
Implement Battery Electric Storage for storage and demand response.	\$1	1%
Education and outreach about high strength glassware.	\$0	0%
Develop a roadmap for required electrification of all marine vehicles.	\$0	0%

Closing & Next Steps

We closed the workshop by informing participants that there would be one more community workshop, and we would appreciate them encouraging other Frisco community members to attend. Next steps discussed included finalization of the greenhouse gas inventory, community workshops, and drafting the plan for review and adoption by Town Council.

COMMUNITY WORKSHOP #2 SUMMARY

Workshop Date: Monday, September 23, 2024

Time: 5:30 - 7:30 pm

Location: Old Frisco Community Center

Purpose: The aim of this interactive workshop was to gather stakeholder input on the following topics as they relate to their experience as a community member: Confirm, prioritize, and refine draft CAP strategies, including feasibility and prioritization of strategies.

Workshop Summary

Strategies Presentation

Iconergy presented the draft CAP strategies in four focus areas: Residential, Business, Municipal, and Regional/Big Picture; the full list of strategies presented is provided at the end of this report. During this presentation, questions/comments raised by participants included:

- Questions on EV efficiency and grid generation mix (i.e., Does it reduce emissions if an EV is being charged from a coal-fired power plant?)
- Are there opportunities for pumped water storage as a strategy?
- Why aren't there more strategies related to diversion of surplus food, composting, etc.? These should also be strategies for Residential and Business focus areas, not just Municipal.
- The CAP should include additional waste reduction strategies.
- Frisco could collect more recyclables from residents and businesses; one problem is what County recycling services allow in the recycling stream.
- Curiosity about changes in how the landfill runs and capturing methane from the landfill.

Community Buy-In Activity

After reviewing all strategies, we invited participants to use post it notes to provide comments on each of the four strategy categories, including their perceptions of how much the community would be interested in each strategy (i.e., community buy-in). Images of workshop posters are provided at the end of this document. Participants were given colored dots and asked to assign a ranking for community buy-in for each strategy using this scale:

-  = High community buy-in
-  = Medium community buy-in
-  = Low community buy-in

Greatest Community Buy-in

Strategies perceived to have the highest community buy-in included, from most to least:

Strategy Category	Strategy	# Participants Who Identified as High Community Buy-in (green)
Regional	Wildfire resilience	10
Municipal	Promote renewable energy	8
Business	Transportation electrification	8
Municipal	Waste, recycling, and composting improvements	7
Municipal	Progress tracking on energy use	7
Business	Provide beneficial electrification incentives and requirements for existing buildings	6
Residential	Develop a comprehensive energy efficiency program for short- and long-term rentals, workforce, and deed restricted housing	5
Municipal	Town land use and landscaping improvements	5
Regional	Waste, recycling, and composting	5

Least Community Buy-in

Strategies perceived to have the least community buy-in included, from starting with the lowest:

Strategy Category	Strategy	# Participants Who Identified as High Community Buy-in (green)
Regional	Recreation improvements or restrictions	6
Residential	Remove or modify wood/charcoal/gas burning stoves/grills with electric	5
Residential	Develop a comprehensive energy efficiency program for short- and long-term rentals, workforce, and deed restricted housing	3
Municipal	Implement zoning changes to promote energy efficiency and resiliency	3

Comments on Specific Strategies

Individual participants provided the following comments about specific strategies:

- Remove or modify wood/charcoal/gas burning stoves/grills with electric (Residential): Health and safety benefits

- Incentivize battery energy storage systems for storage and demand response (Business): Improves resiliency
- Waste, recycling, and composting improvements (Municipal): Important but there is not a lot of awareness about this strategy
- Evaluate the potential for community solar gardens in Summit and adjacent counties (Regional/Big Picture): Agrivoltaics with this!
- Promote cycling for commuting (Regional/Big Picture): Don't think people will like to bike in the snow but yes in the summer
- Wildfire resilience (Regional/Big Picture): Should be promoted but is not top priority because there is already a high level of awareness

Strategy Prioritization Activities

Prioritization within Each Category

We invited participants to indicate how they would recommend the Town prioritize the climate action strategies *within each category*. Participants were asked to indicate with a blue dot one strategy from each category that they felt should be the highest priority. Strategies not listed in this table were not tagged with any dots. The table below ranks strategies in each category from most to least prioritized.

Residential Strategies	# Blue Dots
Landscaping and water use improvements	4
Develop a comprehensive energy efficiency program for short- and long-term rentals, workforce, and deed restricted housing	4
Incentivize EV purchasing, especially for low-income individuals, especially low speed EVs (LSEVs)	2
Business Strategies	# Blue Dots
Transportation electrification	4
Provide beneficial electrification incentives and requirements for existing buildings	3
New construction requirements (solar PV systems and recycled materials)	2
Mandate benchmarking, efficiency requirements, and periodic Retro-commissioning (RCx) on all commercial buildings, regardless of size	1
Municipal Strategies	# Blue Dots
Promote renewable energy	4
Update local codes with energy efficiency requirements	4
Implement zoning changes to promote energy efficiency and resiliency	1
Regional / Big Picture Strategies	# Blue Dots
Transit improvements	6
District Geothermal Heating System Roadmap	2
Evaluate the potential for community solar gardens in Summit and adjacent counties	2
Wildfire resilience	1

Overall Strategy Prioritization

We asked participants to indicate how they recommend the Town prioritize strategies across all four focus areas. Participants were asked to select their top three strategies that they felt should be the highest priority and indicate with post it notes a 1, 2, or 3 (1 = first priority). The table below shows the strategies selected as highest priority (strategies not listed in this table did not receive any votes for top three priority strategies). The methodology used to calculate the overall strategy score was: each 1st priority vote = 3 points; 2nd priority vote = 2 points; 3rd priority vote = 1 point.

Category	Strategy	Overall score
Regional / Big Picture	Transit improvements	11
Municipal	Update local codes with energy efficiency requirements	10
Residential	Develop a comprehensive energy efficiency program for short- and long-term rentals, workforce, and deed restricted housing	8
Business	Provide beneficial electrification incentives and requirements for existing buildings	8
Regional / Big Picture	Evaluate the potential for community solar gardens in Summit and adjacent counties	5
Regional / Big Picture	Wildfire resilience	3
Regional / Big Picture	District Geothermal Heating System Roadmap	2
Residential	Landscaping and water use improvements	2
Business	New construction requirements (solar PV systems and recycled materials)	2
Business	Mandate benchmarking, efficiency requirements, and periodic Retrocommissioning (RCx) on all commercial buildings, regardless of size	2
Municipal	Promote renewable energy	1

Participants most prioritized strategies related to transit improvements, energy efficiency codes, energy efficiency programs for rental housing, and incentivizing electrification.

Key Takeaways

- The strategy with the highest overall priority score (Transit Improvements) also had a high level of perceived community buy-in.
- The strategy with the second-highest overall priority score (Update Local Energy Codes) did NOT have a high level of perceived community buy-in. However, since updating building codes can be completed by Town officials, this strategy should not require a significant level of community buy-in to be implemented or to be successful.

- The strategy with the third-highest overall priority score (Energy efficiency program for rental housing) had mixed perceptions of community buy-in, indicating that additional community education and/or incentives will be valuable.
- The other two strategies that received scores over 5 points for overall priority (Beneficial Electrification and Community Solar) both also had a good level of perceived community buy-in.
- Across all categories, energy and transit-oriented strategies were deemed highest priority. Additionally, within the Residential category, landscaping and water use improvements were considered a high priority.

CAP Strategies Presented

Residential Strategies

1. Subscribe to Community Solar Garden
2. Incentivize Dark Sky exterior lighting
3. Incentivize EV purchasing, especially for low-income individuals, especially LSEVs
4. Remove wood burning stoves
5. Landscaping and water use
 - a. Rain barrels for at home watering
 - b. Minimum efficiency requirements on irrigation systems

Municipal Strategies

1. Renewable energy
 - a. Solar in Parks – Solar flowers and bifacial panel canopies to provide visual reminder of sustainability and climate action goals
2. Phase out charcoal and propane grills in parks and being sold in Town; replace with electric alternatives.
3. Update local codes mandating electrical replacement for certain equipment (ex. Energize Denver)
4. Adopt IECC 2024 and above building code modifications. Continuously adopt updated codes as they are released
5. Prioritize materials in Town properties with appropriate Product Labels ex. Sustainable Energy Behavior
6. Protected bike lanes
7. Develop guidelines for sustainable consuming – list of companies with sustainable goals, list of places to buy from, etc
8. Waste, recycling, and composting
 - a. Apply statewide Styrofoam ban to other Styrofoam containers (coolers)
9. Town landscaping and gardens

- a. Minimize irrigation in parks; implement minimum requirements for irrigation systems in parks (drip irrigation, rain sensors, etc)

Business Strategies

1. New construction
 - a. Mandate feasibility studies for solar installation in each New Construction – must have a solar array that meets 3% of the buildings' electric consumption
 - b. Modular building
 - c. Mandate use of post-consumer materials when available
2. Incentivize Dark Sky exterior lighting
3. Require Retrocommissioning (RCx) on all commercial buildings periodically (5-7 years)
4. Waste, recycling, and composting
 - a. Implement and promote door-to-door recycling
 - b. Incentivize Deconstruction vs demolition. Use the deconstructed waste for the central depository
5. Incentivize installing greenhouses on property; converting turf grass at HOA properties to shared garden/greenhouse

Regional Strategies

1. Look into the potential for Community Solar gardens in Summit and adjacent counties
 - a. Explore opportunities in Summit County with land holding entities such as forest service and private land
 - b. Collaborate with other EFC partnership towns in adjacent counties including interconnection capacity in those counties
2. More and more frequent public transit around the city with increased outreach and signage.
3. Enforce fire bans
 - a. Outreach to campground owners about fire bans in effect and enforcement strategies/measures
4. Create a central depository of useable deconstructed waste for residents/small businesses to access ex. Wood from a deconstructed building could be used for a DIY home project

Photos of Workshop Posters

Strategy	Comments / questions	Community buy-in	Priority
Incentivize EV purchasing, especially for low-income individuals, especially low speed EVs (LSEVs)			
Remove or modify wood/charcoal/gas burning stoves/grills with electric			
Incentivize Dark Sky exterior lighting			
Landscaping and water use improvements			
Develop a comprehensive energy efficiency program for short- and long-term rentals, workforce, and deed restricted housing			

Strategy	Comments / questions	Community buy-in	Priority
Promote renewable energy			
Update local codes with energy efficiency requirements			
Waste, recycling, and composting improvements			
Town land use and landscaping improvements			
Implement zoning changes to promote energy efficiency and resiliency			
Progress tracking on energy use			

Business Strategies

Strategy	Comments / questions	Community buy-in	Priority
New construction requirements (solar PV systems and recycled materials)			
Mandate benchmarking, efficiency requirements, and periodic Retrocommissioning (RCx) on all commercial buildings, regardless of size			
Incentivize Dark Sky exterior lighting on existing buildings			
Provide beneficial electrification incentives and requirements for existing buildings			
Transportation electrification			
Incentivize battery energy storage systems for storage and demand response			

Business requirements on solar plus load demand and composting the rest

Improve Resiliency

Regional/Big Picture Strategies

Strategy	Comments / questions	Community buy-in	Priority
District Geothermal Heating System Roadmap			
Evaluate the potential for community solar gardens in Summit and adjacent counties	AgriVolunteers with them!		
Transit improvements			
Promote cycling for commuting	Don't think people will like to bike in the snow and winter weather		
Waste, recycling, and composting			
Recreation improvements or restrictions			
Wildfire resilience	still should be promoted but not top priority because of the awareness		

APPENDICES

Appendix A: Stakeholder Outreach Plan

TOWN OF FRISCO CLIMATE ACTION & RESILIENCY PLAN STAKEHOLDER OUTREACH PLAN

May 2024

Prepared by



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OVERVIEW

Purpose of Stakeholder Outreach

This plan outlines a process for gathering perspectives from diverse and representative members of the Frisco community regarding the Town's first-ever Climate Action & Resilience Plan (CAP). Engagement will promote equity, inclusivity, and collaboration within the community. The aim is for community input to guide a CAP that supports the Frisco community at large.

Objectives

1. Provide an inclusive outreach process with English and Spanish language materials.
2. Document public input to show how the CAP incorporates community considerations.

Process

The IBE/Frisco/Iconergy team will engage the public from April through August 2024, providing outreach and engagement in both English and Spanish. We will make the most of existing partnerships with relevant stakeholder groups to connect with and maximize project benefits for all Frisco community members, including underrepresented communities.

Public engagement will be comprised of two key strategies:

1. **Community Questionnaire**

Through existing Town communications/outreach channels and existing relationships with stakeholders (particularly community-based organizations), invite broad and diverse community members to participate in an online survey (English/Spanish).

2. **Stakeholder Workshops**

Engage key project stakeholders in three workshops: two in-person and one virtual, at least one in Spanish language (or with simultaneous interpretation). In addition to gathering public input through workshops, the team will prioritize gathering input from the Frisco business community in at least one workshop (probably the first one).

Equity

The team will seek participation from historically underserved populations to integrate their voices into the resulting CAP by reaching out to the following equity focus populations:

- Community members who work, but do not live, in Frisco
- Hispanic/Latino/Latinx community

- Low-income populations
- Renters
- Residents of multifamily complexes

STAKEHOLDER OUTREACH PLAN

Timeline

June through September 2024 (anticipated)

Key Messages

Throughout the project, the team will use simple, accessible language that avoids bias and conveys respect. The following key messages will guide public engagement; exact wording of messages will vary across audiences but will remain consistent.

- The Town of Frisco is creating its first-ever Climate Action and Resiliency Plan. The plan will guide climate education, policy, and infrastructure for the next five years, supporting current and future resilience and adaptation efforts within the community.
- The Climate Action and Resiliency Plan will offer Frisco-specific goals and priorities that build upon the Summit Community Climate Action Plan adopted by the Town in 2019.
- To best address the specific needs, benefits, and barriers for the Frisco community, the plan will be informed by feedback from diverse community members.
- The Town will consider all community input, but we expect that it will not be possible to incorporate every idea into the Climate Action and Resiliency Plan.

Key Audiences

Key audiences will include local businesses and community members – individuals who live, work, recreate, or otherwise travel in/to Frisco. Priority will be given to reaching those individuals who represent priority equity communities, as defined above.

The stakeholder list below represents key groups that the team will engage. This list is not exhaustive and will be expanded if other groups are identified throughout the project.

Stakeholder Group	Stakeholder Representatives
CBOs & NGOs	
	• Summit Economic Partnership • Building Hope • High Country Conservation Center (HC3)
Business Community	
	• Summit Chamber of Commerce • High Country Conservation Center • Major Employment Sectors: ○ Tourism/Outdoor Recreation ○ Healthcare/Wellness ○ Hospitality ○ Construction ○ Real Estate
Employees	
	• Frisco Workforce Center • Summit County Care Clinic • St. Anthony's Summit Medical Center • Frisco Nordic Center • Colorado DoT • Walmart, Whole Foods, Safeway
Residents (including part-time)	
	• HOAs
Hispanic/Latino/Latinx Community	
	• Summit County Family and Intercultural Resource Center • Voices Unidas in Summit County • Mountain Dreamers
Youth	
	• Summit School District
Seniors	
	• Frisco Community and Senior Center

Stakeholder Group	Stakeholder Representatives
Landowners/Developers	
	- Summit County Builders Association - Land developers?
Government (can reach other stakeholder groups)	
	- Frisco Arts & Culture Council - US Forest Service (National Monument) - Frisco Recreation Department (parks, bike, Nordic, Marina, etc.)
Outdoor Sports & Recreation Groups	
	- The Cycle Effect - Biking Groups, Ski clubs/teams, etc. - Soccer Community
Tourists	
	Frisco/Copper Information Center

Activities & Objectives

The below table outlines each stakeholder outreach activity and its associated objectives and concepts to be assessed. IBE will design, facilitate, and summarize each workshop and will design, administer, and summarize the online community questionnaire.

Activity	Objective	Concepts for Input
Community Questionnaire <i>Anticipated Timing: Jun-Jul '24</i>	To understand the community's awareness, knowledge, perceptions, and current behaviors related to climate change and climate action (including barriers and motivators)	- Perspectives on climate change, cause, urgency - Climate-related concerns - Support/prioritization of CAP strategies - Willingness to take specific climate actions and shift behaviors - Barriers and motivators to action - Perceptions on who should be responsible for climate action (e.g., businesses vs. resident, renter vs.

		landlord, short-term renter vs. resident)
Baseline Business Workshop (1.5 hrs) <i>Anticipated Timing:</i> <i>Jun/Jul '24</i>	To gather a baseline understanding of business' priorities and perceptions related to climate action, and of opportunities, barriers, and strategies related to the CAP	• Understanding of business-specific perspectives on: ○ Climate-related priorities & concerns ○ Climate-related Town priorities ○ Barriers & motivators to taking climate action ○ Opportunities to address challenges
Confirming Workshops (two at 1.5 hrs each – 1 English, 1 Spanish) <i>Anticipated Timing:</i> <i>Early Aug '24</i>	Confirm, prioritize, and refine draft CAP goals and strategies	• Feasibility of draft CAP strategies • Prioritization of draft CAP goals & strategies

Stakeholder Outreach Strategies

A. Promote & Administer Questionnaire (English & Spanish)

Town staff will promote participation in the questionnaire through two core channels:

1. Town collateral, including website, social media, emails, and newsletters.
2. Community partners outlined above.

IBE will develop outreach messaging, including Town web content and templated content that is easily sharable by community partners via social media, email, and newsletters. Town staff will manage all partner outreach and communications to promote questionnaire participation.

B. Conduct Baseline & Confirming Workshops

IBE will design, facilitate, and summarize three workshops, two in-person and one virtual, as outlined above. Town staff will manage all partner outreach and communications to invite stakeholders to both workshops.

Ideal Additional Strategy

To secure more questionnaire responses and/or better representation of priority equity audiences, Town can create informational postcards (using content developed by IBE) to encourage questionnaire participation. These can be distributed to partner organizations, mailed, and/or delivered door-to-door in priority neighborhoods and to local businesses.

Collateral Needs

IBE will develop the following collateral to support Town staff in conducting outreach:

- Questionnaire hyperlink and QR code
- Webpage content
- Social media / newsletter content for Town use
- Social media / newsletter content for partner use

Addendum 1. Existing Resources

	Resource/Dataset	Date
1	Frisco Community Plan	August 2019
2	Summit Community Climate Action Plan	2018
3	Summit Countywide Comprehensive Plan (update in progress)	2009
4	Climate Equity Plan	2022
5	Energy Action Plan for Town of Frisco	2023

Appendix B: Survey Descriptives Report

TOWN OF FRISCO CLIMATE ACTION SURVEY

Descriptive Statistics Report

August 2024

Prepared by



**INSTITUTE FOR THE
BUILT ENVIRONMENT**
COLORADO STATE UNIVERSITY

Survey Timing & Response

Timing:

June 25 – July 23, 2024

Total Responses:

391

How to Read This Report

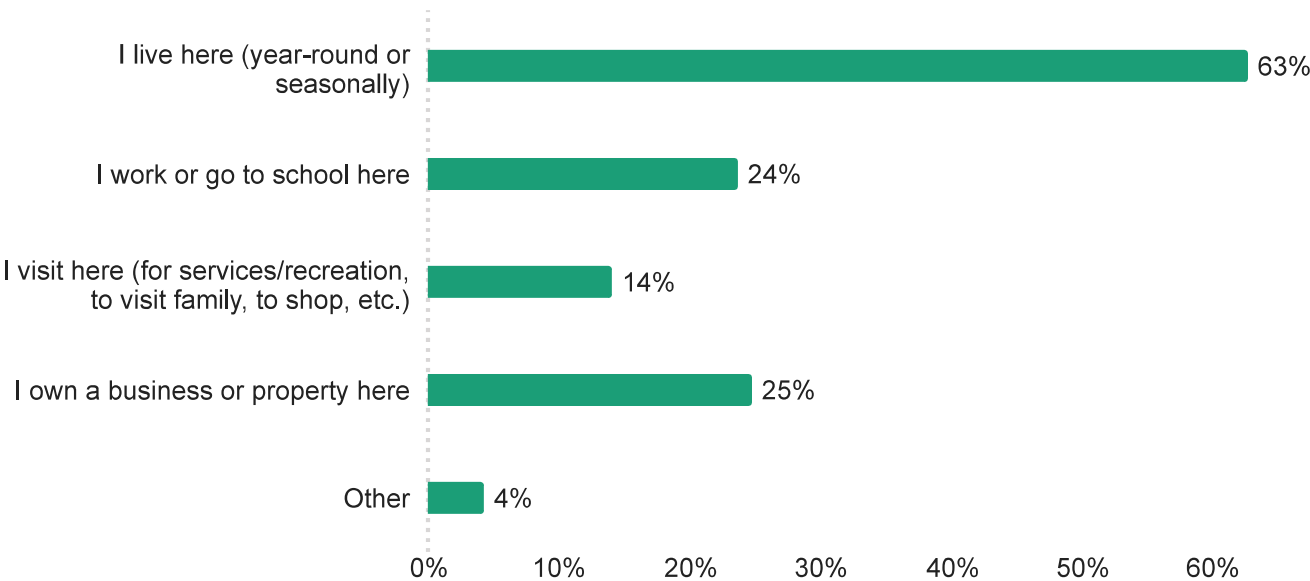
- The first section of this report summarizes aggregate responses. The second section (starting on numbered page 29) summarizes responses by key segments – namely, relationship to the Town of Frisco and homeownership status.
- For each question, the total number of responses is indicated to the top right of the visualization. Different questions have different total responses because some questions were designed with display logic so that they were asked only of those who responded to an earlier question in a particular way (e.g., asked only of homeowners) and/or because some respondents may have opted to skip some questions.
- Throughout the report, percentages are rounded to the nearest whole number. In a few instances, the percentage for a given response category is not included in the visualization due to space limitations; in all such instances, the percentage was less than 3%.
- For questions of a “check all that apply” format:
 - The total number of responses (indicated in the upper right) may be greater than the total number of respondents.
 - The percentages indicate percentage of respondents who selected each option *not* percentage of total responses that were each option.
- All fill-in-the-blank responses submitted with Other selections are included throughout the report.
- In the second section of the report, visualizations separately represent the following segmentation categories: 1) Relationship to Town of Frisco and 2) Homeownership status.
 - For relationship segmentation visualizations, in instances in which a given respondent selected more than one relationship (e.g., live and own business/property) in the earlier question, that individual’s response is represented in each selected relationship category. In other words, there is some overlap in respondents between categories.
 - Because homeownership status was a select-one-response question, these segmentation visualizations have no overlap between categories.
 - For segmentations by homeownership status, for simplicity, only three categories are reported (homeowner who lives here year-round, homeowner who lives here seasonally, and renter who lives here year-round) because there was only 1 respondent who indicated that they were a renter who lives here seasonally (far too few to make this data meaningful).

SECTION 1. AGGREGATE RESULTS

BACKGROUND

Which of the following best describes your relationship to the Town of Frisco? Check all that apply.

392 Responses



"Other" response details:

12 Responses

i live in Frisco during the summer months and some of the winter.

I operate a county wide nonprofit that benefits Frisco Residents

I want to spend my retirement here

Live close by and go there often.

I live here 50-70 percent of the time.

Live in Breck shop in frisco

I live here in the summer.

Live in Silverthorne, go there often.

retired but doing work related to my educational and musical background

live 1/2 time there

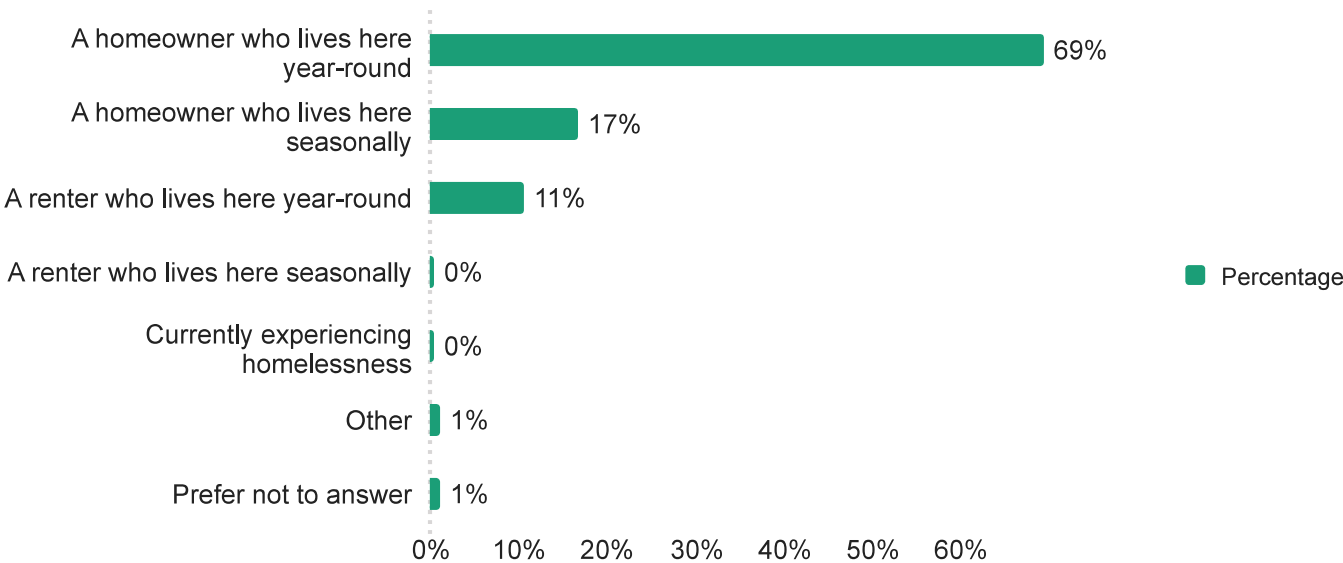
Seasonal Resident

Live very close (breck) and recreate often here!

Which of the following best describes your current housing situation?

I am...

245 Responses



"Other" response details:

3 Responses

2 weeks each month here

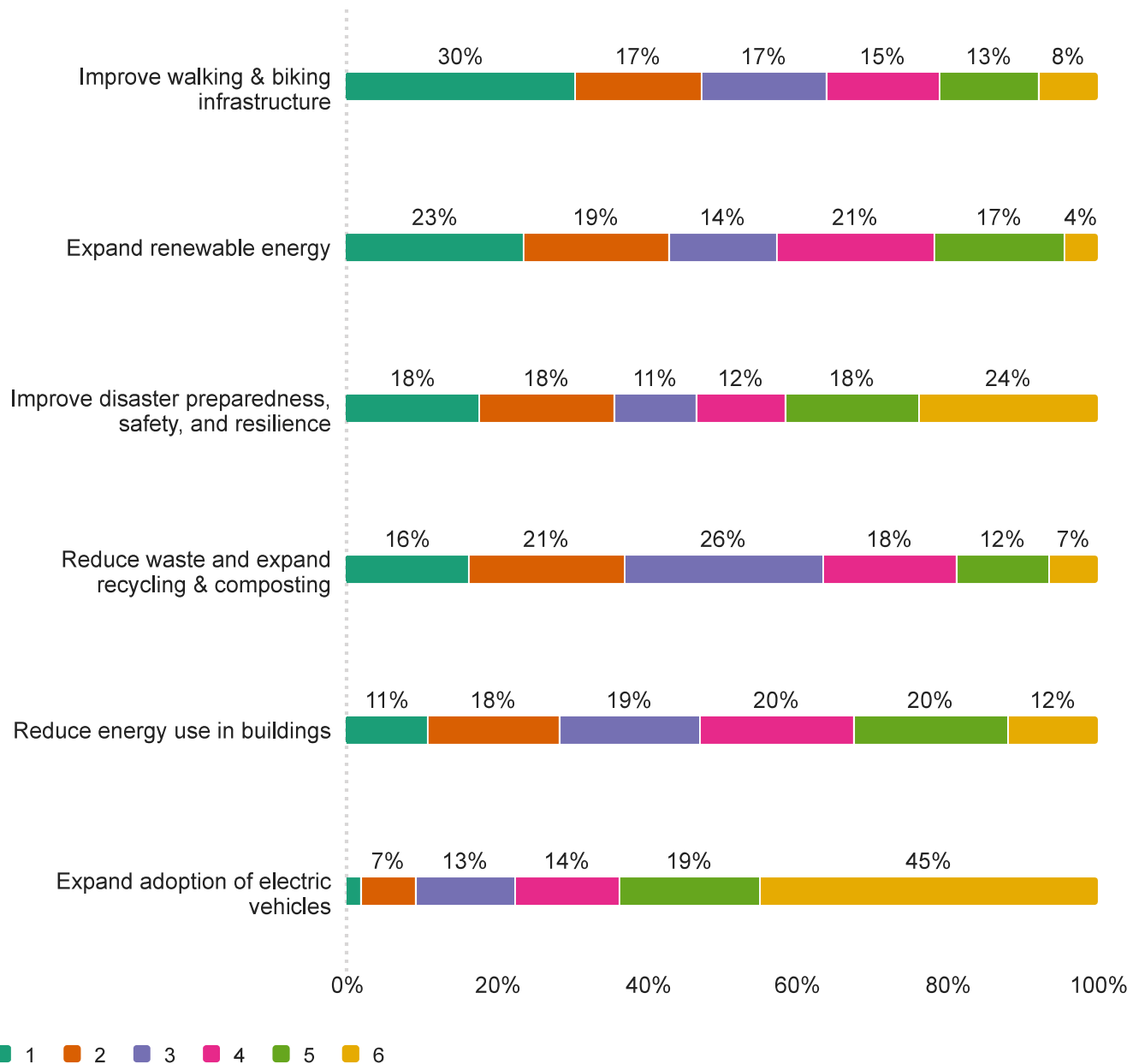
homeowner lives half time in Frisco

Parents are homeowners who I crash with seasonally

CAP PRIORITIES

There are a variety of strategies that the Town of Frisco can focus on in its new Climate Action Plan. Rank the following strategies based on how important they are to you. Click and drag so that the strategy most important to you is at top (1) and least important is at bottom (6).

381 Responses



CAP Priorities Ranked

From most important (smaller mean) to least important (greater mean)

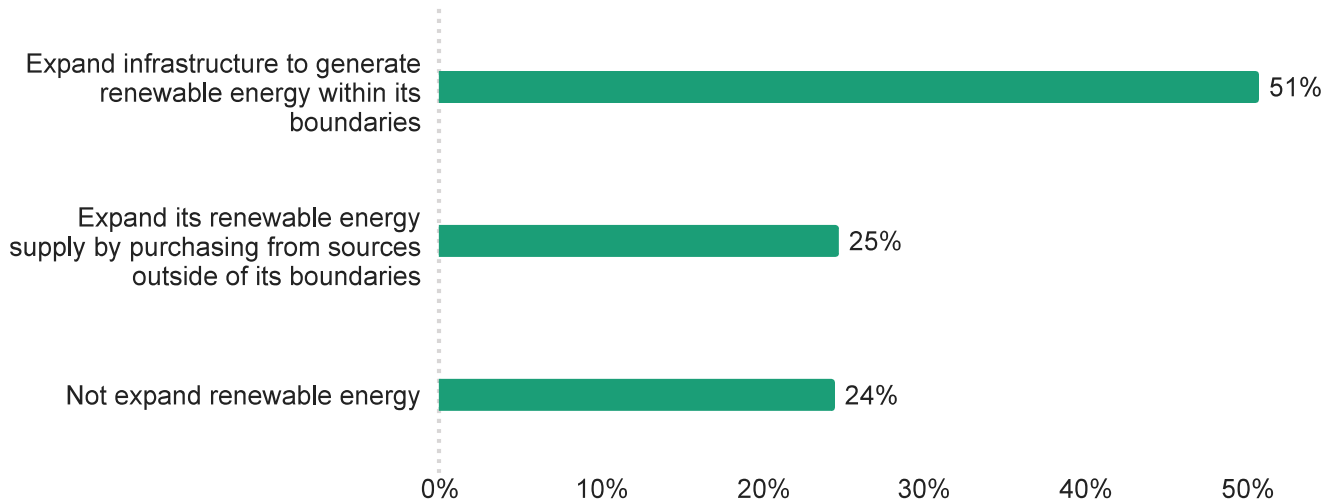
Strategy	Mean Rank
Improve walking & biking infrastructure	2.9
Expand renewable energy	3.0
Reduce waste and expand recycling & composting	3.1
Reduce energy use in buildings	3.6
Improve disaster preparedness, safety, and resilience	3.7
Expand adoption of electric vehicles	4.8

TOWN ACTION

Which of the following statements do you agree with most?

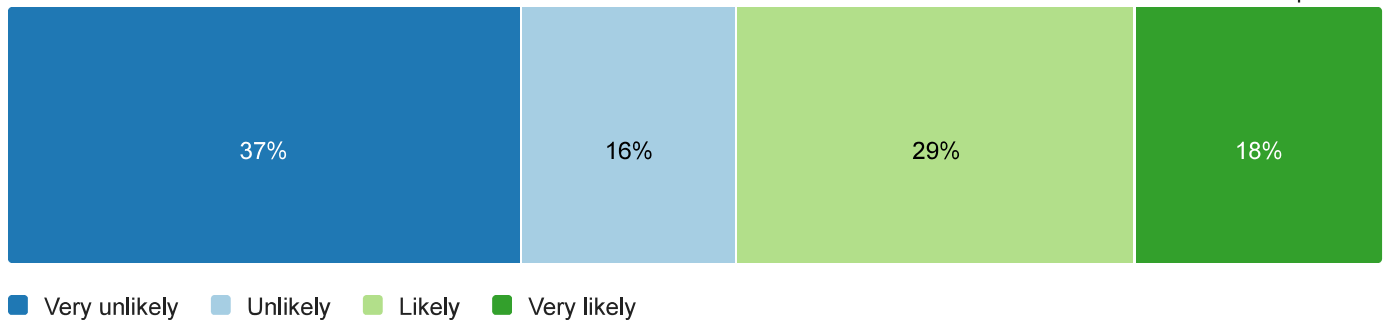
The Town should...

388 Responses



How likely would you be to support an added sales tax to fund climate action in the Town of Frisco?

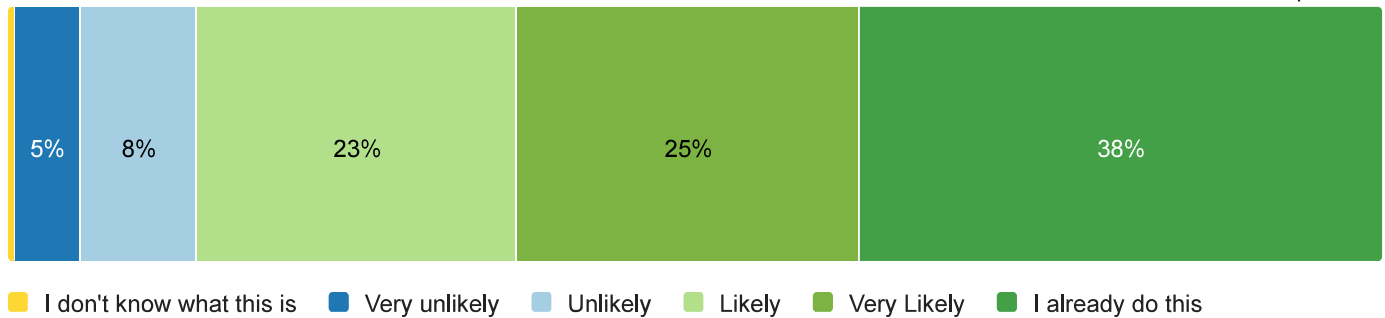
391 Responses



PERSONAL ACTION

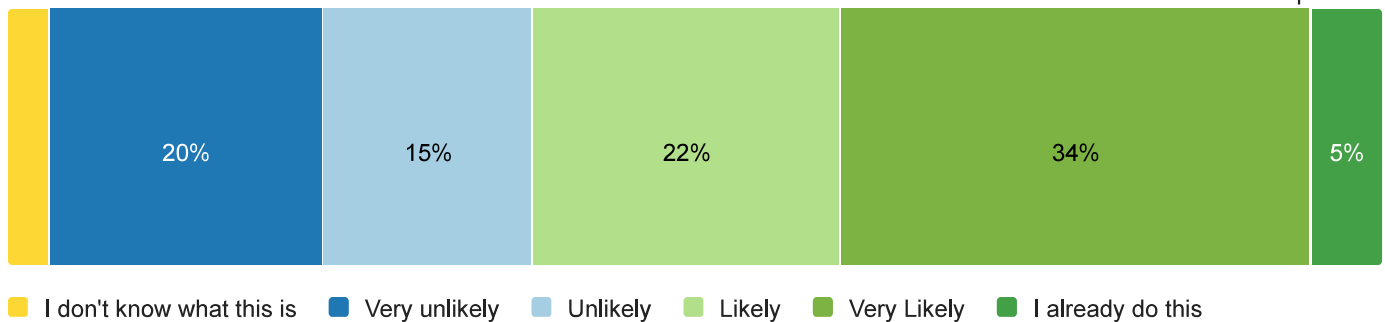
How likely would you be to bike or walk to daily activities?

390 Responses



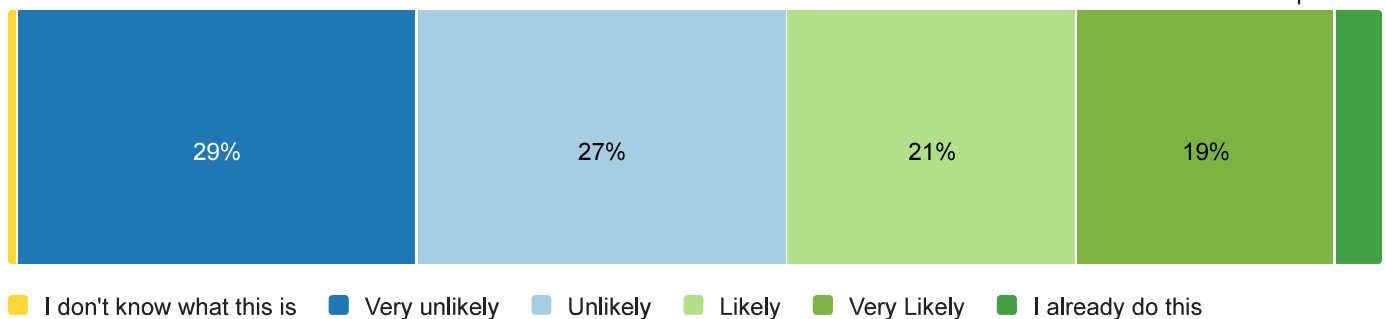
How likely would you be to participate in a new curbside food scrap program?

295 Responses

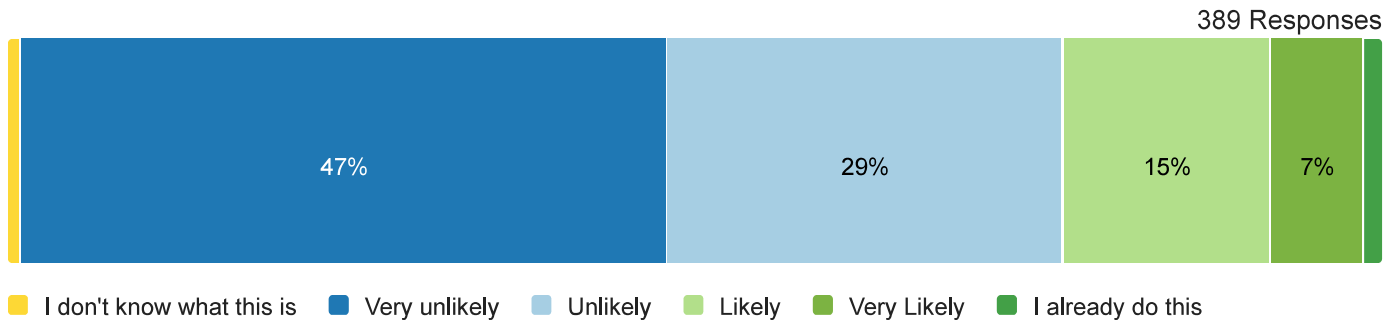


How likely would you be to use an e-bike share?

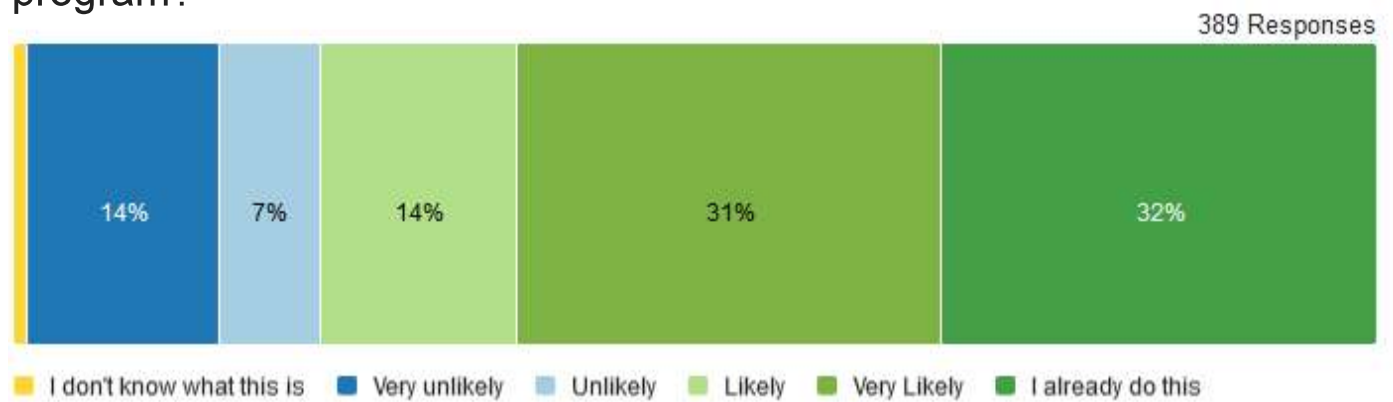
389 Responses



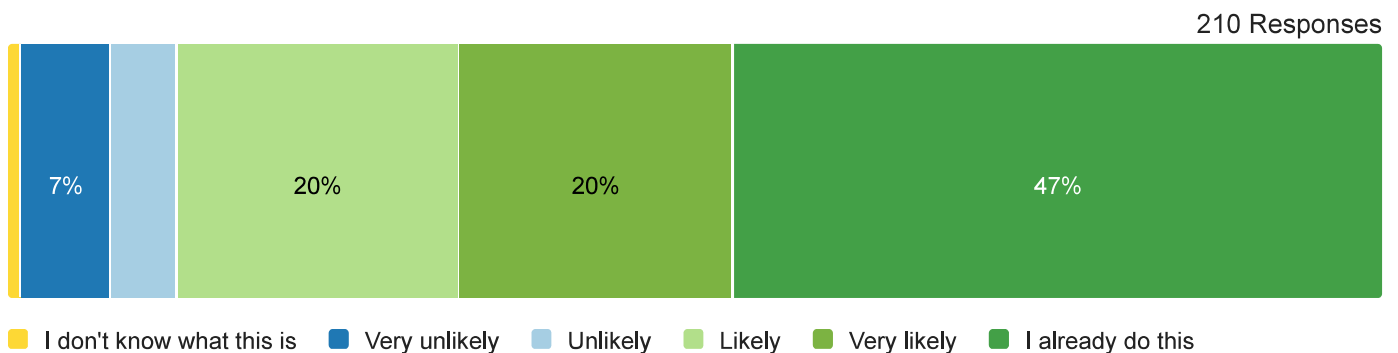
How likely would you be to participate in a carshare (a short-term rental in which you only pay for what you use)?



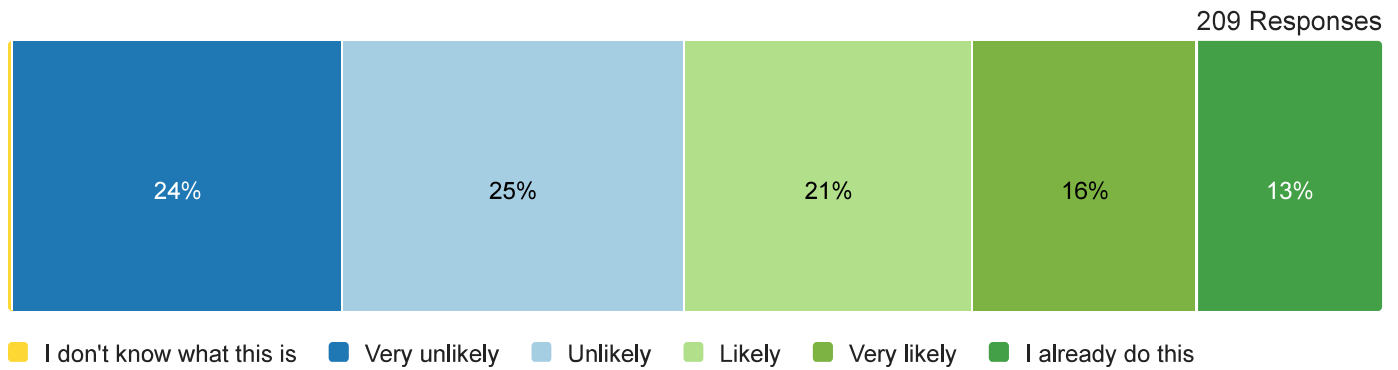
How likely would you be to participate in a reusable coffee cup program?



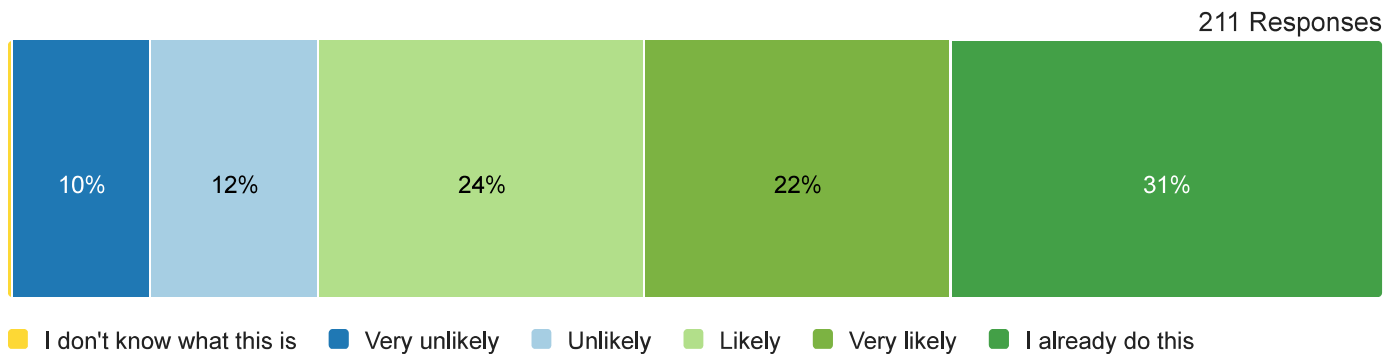
How likely would you be to install a thermostat to reduce energy use?



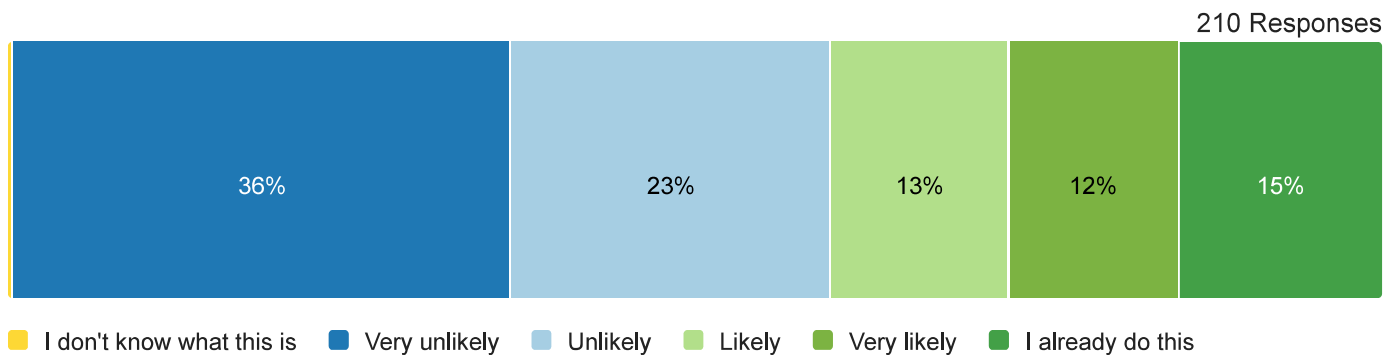
How likely would you be to install solar panels?



How likely would you be to participate in a home energy assessment to learn ways to reduce energy use?

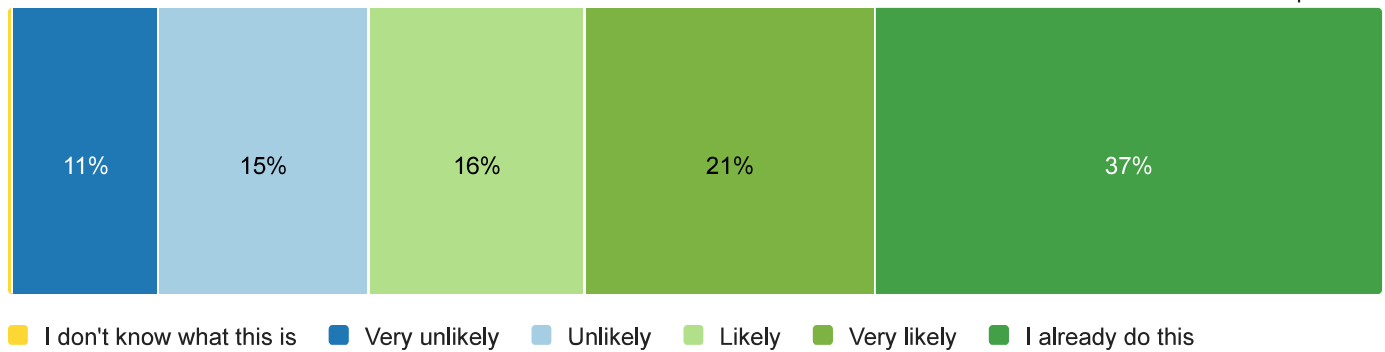


How likely would you be to switch from gas to electric for more efficient heating and cooling?



How likely would you be to replace grass with native plants?

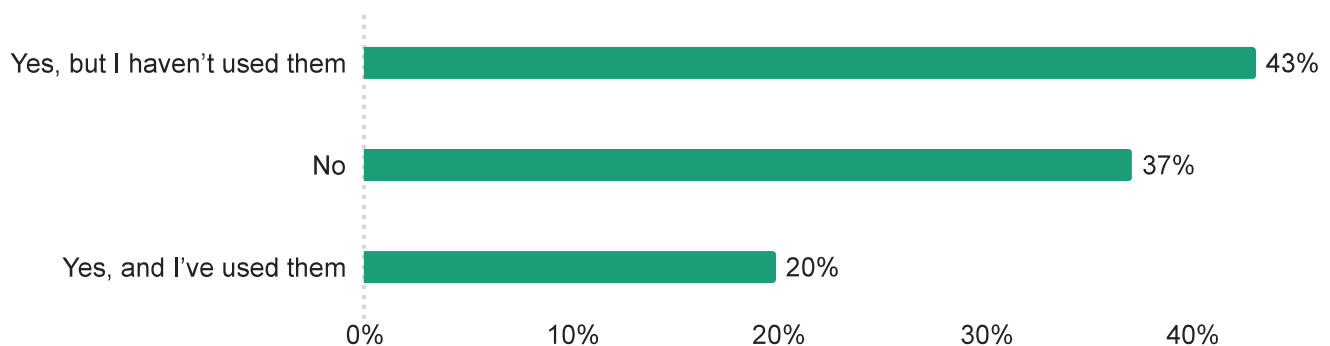
209 Responses



RESOURCES & SUPPORT

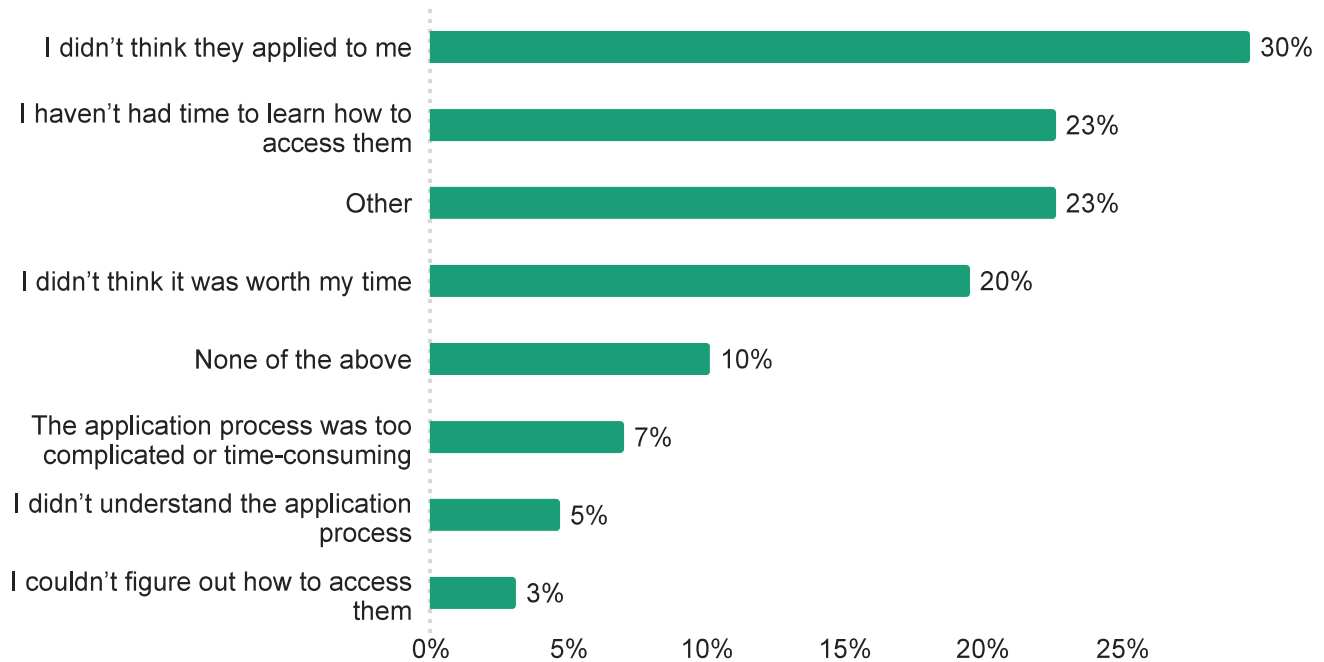
Before taking this survey, were you aware that the Town of Frisco offers grants, rebates through High Country Conservation Center, and free resources to community members and businesses to help them adopt climate action practices?

297 Responses



You said you haven't used the Town's grants, rebates, and/or free resources to support climate action practices. Why not? Check all that apply.

128 Responses



"Other" response details:

27 Responses

although my husband and i work our butts off, we assumed we made to much money for any type of help from the Town of Frisco. If you are talking about a solar rebate, the return on investment is not on the plus side for us.

I don't have a home to use these opportunities.

We have done those we reasonably can, eg windows and doors. Solar panels wouldn't work here

don't think it's the towns mandate to require/force climate change matters.

I thought them to be practically inapplicable.

Grant ARE NOT FREE. We citizens pay for them.

Just found out and I hope I can participate in the plan

Solar options are always when we are in Europe for 2 months.

i do not think I am eligible

I found out after I replaced things

Home is new construction and don't think any updates are needed

I am an engineer and can do it myself

Because it's a minimal return based on what I've learned, such that the outlay costs aren't viable..

Kinda forgot about the grants. Assumed it was still too expensive for solar in condo complex.

These programs cost all taxpayers with little/no benefit

already have low-flow; cost is too high for solar & windows

I had already done these rebatable changes prior to the eligibility dates.

Still too expensive.

Condo HOA controls all this. As an individual I have little input or control

Solar panel cost from vendor was 12 year payback. Rebate appears to just be vendor bonus.

Property is new construction, and is pretty energy efficient

I have other things to worry about Like how I'm going to pay my taxes that have skyrocketed

I have been on vacation during the solar sign up.

Renting so not able to make changes to the house

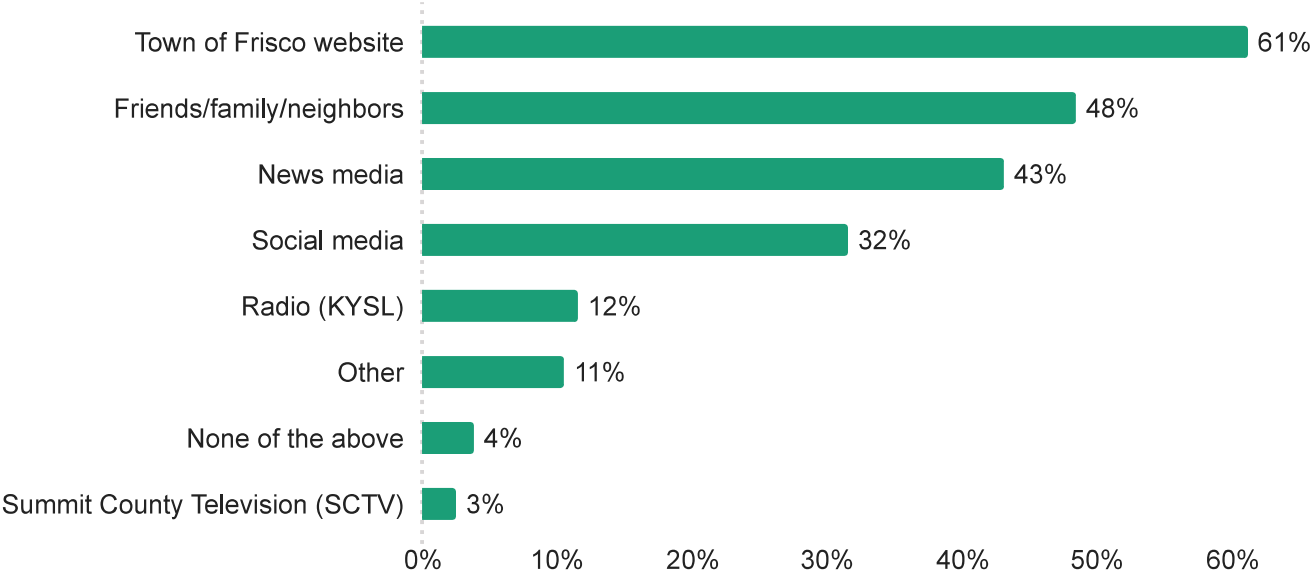
I live in condo complex so many actions are beyond my control.

Currently have needed items. Some items not applicable living in a condo building

I don't own

Who/where do you go to for information or resources about Town of Frisco programs and activities? Check all that apply.

390 Responses



"Other" response details:

36 Responses

text alerts from TOF

Summit Daily

HCCC

email newsletter

HC3

emails from the Town

summit daily

Summit Daily

Frisco Visitor Center

Summit Dailly and I signed up for ToF emails

HC3 Website

visitor Information Center

Emails received from city

Summit Daily News

HC3

summit Daily

Summit Daily

TOF text alerts

Summit Daily

Summit Daily

Summit Daily

High Country Conservation

High Country Conservation

Summit Daily Website

Catch up with council

Internet Search

subscribe to town email

Hc3 email

Summit Daily

Summit Daily

TOF emails

HC3 website, local energy contractors

TOF emails

Emails from tiwn

email

Frisco emails

[illegible]

If you have any other ideas, concerns, or considerations for the Town of Frisco regarding our Climate Action & Resiliency Plan, please share them here. (Individual responses)

Please exercise moderation in dependency on electricity and expanding EV usage. The quality, stability, and reliability of the Colorado Power Grid is a major concern and current high interest item. Government and Industry sources acknowledge that the grid cannot handle the increased demand of climate change, extreme weather, EV charging, etc. Colorado Public Utilities Commission Proceeding 22M-0342E provides a good explanation and reference.

We are growing weary of the progressive left in Frisco, Summit and Colorado...we hope to move to a place that does not force feed the narrative of the Left. You do not listen to moderate voices, you raise taxes on properties and beg for tax increases afterward...you are killing us.

Rental property energy retrofit requirements - see City of Boulder SmartRegs - provide funding to support equity in this for LMI/new home owners. Overall focus on equity and diversity across all initiatives. Climate/resilience bonds could be an interesting financing mechanism for larger capital projects. Continue to make environmental stewardship front and center in tourism industry - messaging is key!

I have been told some of the practices mentioned are impractical Or against covenants of my neighborhood.. My own solar panels would be shaded so we purchase solar generated power.

Building practices taking into account green initiatives as part of building approval processes.

The plan should include ways of reducing light pollution and support public education on simple actions homeowners can do. Also providing incentives and assistance to adapt outdoor lighting to conform with international dark sky principles.

Leaving food scraps by the curb invites racoons and bears. I do not support this idea.

Please get on board with expediting ADU. Workforce housing is a big challenge and any opportunity for an ADU should be expedited.

To reduce the footprint the most we need to know who the largest consumers and generators are and focus on the top to make a difference.

1. Investigate incineration of trash and refuse to generate electricity. 2. Expand controlled brush burns to reduce risk of severe forest fires.

I wasn't clear what you meant by food scrap program. Do you mean compost? We would definitely do that, but our HOA doesn't even have recycling set up right now so I doubt they would set up a compost collection for us.

addressing light pollution. Encouraging people and businesses to turn off their lights at night and use motion detecting lights

Increase circulator transit. Including convenient spaces in town for bus riders to "take a break" or store items such as purchases or sports equipment.

n/a

Turn off town street lamps, Make residents us motion sensor lighting and low wattage down lighting. Close mainstreet again. Town had so much more character with pedestrian corridor. People linger and spend more \$\$\$\$ at local businesses. Got rid of ridiculous and unnecessary flashing stop signs

Please help with replacing grass with native grass

Pedestrian safety on bike paths shared paths between Dillon and Frisco

Please focus less on ESG / climate change issues. Not the function of local government in my opinion.

When the bus is high frequency I use it all the time!

micro transit!

When the power goes out, so do ATT cell towers. This is a risk if there is an emergency. Hoping we can improve coverage and reliability.

Limit your government involvement. Let the non-profits do it.

Summit County Wind Farm

CLIMATE CONTINUES TO CHANGE AS IT HAS DONE FOR EONS. I THINK IT IS ARROGANT TO THINK YOU EMPLOY "DO-GOODER" PROGRAMS THAT PRODUCE NO OR MINIMAL RESULTS AT THE EXPENSE OF TAXPAYERS. AS A TAXPAYER, I ASK THAT YOU SIMPLY STOP DOING THAT.

I believe zoning needs to be reviewed to more tightly control the design and climate impact of new building. For example the new condo complex on main street the bulldozed all natural vegetation is a disgrace

Clean air, clean water, clean energy. Take care if these items "in house" as to not cause extra costs to residents and to make these improvements permanent.

We need to improve our recycling plan and work towards easier ways to get in done. if its too complicated people will not recycle.

All new construction over 2,500 sq. ft. should be carbon neutral. All existing homes should be subsidized to become carbon neutral

HC3 no longer provides low water shower heads

There are many high density multi family residential buildings in Frisco. Renewable energy grants and EV grants should be made readily available and easy for HOA boards to apply for and make these changes. Single owners can't do it.

The tow should not be doing this in a vacuum. Instead the town should be lobbying the state and federal governments to enact change. Small changes at the town level are just a way to virtue signal without providing any substantial impact. Electrification is very expensive for the consumer as the coast to heat is significantly increased and the cost to increase the already limited electric grid would be expensive. Small gains can be made like composting, incentivizes

add a tax to ppl visiting the town

Whole Foods shouldn't have plastic bags for customers to put bananas in!!

We are dealing with a matter that affects our whole planet. If Frisco's programs are part of a worldwide, statewide or county wide effort, I am in support. If Frisco is going it alone, I'd consider it a serious waste of resources. We need workforce housing urgently; spending money on that problem should have priority.

Please research geoengineering in order to better grasp whats happening to our climate

I think that improved public transportation is important to community and climate.

A dark sky's program requiring low wattage motion sensor lights. There is no reason for homes or streets to be lit all night. up Vacant

Please, no more taxes or \$.25 bag fees

Have more frequent bus schedules. Have a bus from Frisco to Dillon and Frisco tovail.

The most important thing is to create an understanding of the measures among the population! Otherwise the plan will fail!

Glad to see this happening. Resiliency planning and reducing fire danger are important while balancing ecosystem protection. Where does water usage fit in?

We should try influence state to adapt more climate action programs. Especially to reduce vehicle emissions on I70

Specifically how is Frisco being impacted negatively. I wish there had been a brief paragraph about that in the beginning so that I could help figure out how to resolve that negative impact.

Please don't wreck our economy (or our beautiful town) with fever-dreamt delusions of grandeur that it'll somehow make a difference, let alone "save the planet". Use science instead like normal people.

Stop trying to get more tourists to come to Frisco. They are making it harder for the residents to live a peaceful life - which is why we moved here to begin with.

Go after low hanging fruit first - prioritize by cost/benefit

Keep corporations from coming in and hurting small businesses

Subsidies do not suffice for the costs of purchase and installation in this County, so I don't consider them at all.

The Town is already a nationwide leader, and I am grateful that you continue to make efforts to advance the needle.

I really like the Breckenridge ban on single use plastics!

Unfortunately with inflation as high as it is and increased taxes already I think you will push all the workers out of the town and will only have the people who have plenty of money. This would be very concerning.

Work with CDOT to synchronize traffic signals and reduce the amount of time idling at red lights. Also, create incentives and improve transit options to get people out of their cars. Redevelop the existing business zones (strip malls) for mixed use. Bring back the water taxi and make it a viable transit option from Dillon.

There are many condo complexes in Frisco. Many of the preceding ideas and programs would need to be tweaked for HOAs to participate/buy into.

Encourage people to conserve, re-use, recycle, etc but do NOT mandate it.

The town is placing too much emphasis on CARP.

Any climate endeavour is foolish and costly. Our climate had changed in cyclical fashion for centuries. PLEASE DO NOT WADYE OUR TAX DOLLARS

So many towns/cities want to do this on their own but lack coordination with state/federal initiatives. Would hate to see Frisco waste its efforts trying to go it alone or be an early adopter to look good. PLEASE be strategic and rational with these plans!!!

It's already expensive to live in Frisco. Do not make it even more expensive.

N/A

Currently, the town code does not permit for gravel and other permeable to be installed without being considered an improvement to a lot. On lots that have nearly maxed out their improvement space, this means they can't readily replace grass with easy low/no water use options. A change to permit gravel/rock/crushed stone would be very helpful to promote water-use options.

I would love to see some sort of incentive structure for folks who take the Bustang to Frisco, such as a gift card to local businesses or a free coffee. Every weekend I am struck by how Frisco does not have too many visitors, but it definitely has too many cars. I'd love to see more folks bussing walking and biking while also supporting local businesses

What is the back up plan when renewable sources do not provide enough power to keep people warm in the winter? Will you allow residents to install wood burning/pellet stoves? The infrastructure is not strong enough to follow Breckenridges lead for a carbon zero effort. People will freeze in the winter without coal/natural gas.

Frisco should start by taking care of the basics first. Make sure all the main street recycling does not end up in dump, ect... stop greenwashing so much! It seems to me that we are so busy patting ourselves on the back, that we miss the big picture.

really like the idea of wind power

Encourage/require second homeowners to turn down the thermostat and minimize energy use when a building is vacant!

Provide more affordable housing

We'd like more community garden plots to rent as the few that are offered near the Animal Shelter are constantly booked up. I'd like more information on assistance to make our home more energy efficient.

Put a dollar amount for the consumer and the town to the choices you're offering

Add more roundabouts on Summit Blvd-Hwy 9. I think they reduce fuel consumption by only slowing traffic and not stopping it at red lights.

We need to reduce the use of single use plastics to a greater degree than our shopping bags and the new water bottle sale rule

Don't raise taxes - in any form. Majority of people who live here year-round are struggling to pay for their everyday needs.

Recognize that climate virtue signaling may feel good but many actions have unintended consequences.

I don't think this should be the highest priority. Workforce housing is more important.

Bring back the Frisco Flyer. When it becomes easier to get around without a car, that's when behavioral change will be adopted.

why ban water sales in frisco stores? The same council member managed to get them banned in Breck too. Ridiculous. Your water smells out of the tap. It's gross. We will bring water up from Denver or go buy it in Dillon. Stupid

We should be way more concerned about the traffic to and from frisco from tourism then reducing our individual footprint. That impact is monumentally higher than anything our town could ever produce. Frisco CO isn't the problem, travel and state tourism is.

I believe that the Town of Frisco spends more time thinking of ways to control the citizens and tax them the it does simply managing a very special little mountain town for the benefit of property owners. Climate Change is a simple reality that the earth takes care of and responds to easily, just as it has for millennia. The whole CO2, EV and wind and solar focus is a hoax-for-profit and population control by a small number of elitist globalists who do not understand the real cycles and influences of climat, but work for the advantage and profits of a few individuals and our global enemies/competitors. Please wake up and stop making the earth less healthy with strip mining, toxic solutions that cause hazardous waste, etc. Thank you, 35 year Frisco homeowner.

Spend less time, money and energy on road medians

Keep options simple. No mega changes like re1uiring electric vehicles.

Please do not adopt a climate action plan. This will only serve to increase costs for everyone but always will have a greater impact on those least able to afford those extra costs.

Anthropogenic climate change is in large part a hoax! Humans don't control the climate. Geologists study thousands & millions of years of climate data to try to understand what has happened historically. They can document climate cycles & see the patterns over time. Solar activity has the greatest impact & water vapor is the most dominant greenhouse gas in our atmosphere.

All of these 'green' initiatives are getting far too tyrannical and do very little to assist the common Frisco Resident. Building and 'green' codes have gotten so extreme that almost nobody who is trying to start a family could dream of living in Frisco. A town without children is a town in decline. At least half the town is over retirement age as they're the only ones who can afford to live here. In our neighborhood there are maybe 2 of 30 homes that have a child that lives in Frisco full time. This is a recipe for disaster in the next decade that we can see coming; just like the lack of "in reach" housing and was foreseen a decade ago as well. Instead of heaping more and more costly constraints, regulations, usage fees and taxes on every project in Frisco, give people options with incentives instead. Per the energy code, residents in Frisco are within climate zone 7, which is the top tier of energy requirements in the world. These requirements make structures within Frisco more efficient than 97% of the country; yet we keep finding ways to go even more overboard and extreme with these regulations which only adds more dollar signs to each project. Example: forcing people to have solar panels on their home in a place where they could be covered with snow 5 months out of the year and, near Christmas time, many areas of the town get less than 4 hours of direct sunlight per day. Can't do anything about moving that mountain... The ROI is terrible for these things and the citizens are getting taxed & fee'd to death! Without quick and decisive action Summit County as a whole will resemble an alpine Disney Land in 20 years where nobody actually lives... That is where the implementation of plans like this have Frisco firmly headed. The solution is to stop wasting money on next to worthless programs like a vehicle shares, bike shares, etc. and allow the residents to keep more of their money. Cut the red tape on new construction and go with a good, better, best model that allows tax incentives for people who want to go all out on efficiency and 'green' but will also allow people with children to get out of apartments and into starter homes. These new homes may not be top tier but anything off the shelves at Lowe's is 10 times better than most of the projects in town built before 1995. Also, all short term rentals should be taxed as commercial entities, which is exactly what they are, if the residents stay there less than 60 days per year. Second home owners should also pay between 5x & 10x property tax vs. full time residents. This would free up the housing market and bring costs down for all residents. These funds generated could be used to update the efficiency some of the older homes within Frisco that are except from all of the new requirements. Thank you.

I prefer hybrid vehicles over full electric for the environment. I am a 30+ year full-time resident who would love to have solar and new windows, but I cannot afford them.

Require townhome associations to allow the installation of solar panels. Adapt to and require dark sky lighting.

Energy must be spent educating residents and visitors as well as discrediting false information on social media. Work with utilities to lessen the upfront costs of roof top solar. Prioritize building codes to implement renewable energy.

Any new construction over 2,500 sq. ft. should be carbon neutral

More education about recycling/composting for homeowners and landlords to pass on to their renters. I still don't understand how so much trash is put out on trash day.

There should be low cost or no cost water filter stations at every grocery store and gas station convenience store and a station accessible year round at the info center.. Enforce the " Carry Your Wheels" rule. The skate boarders think they have right of way over old people. Enforce the class 1 ebike rule and allow no other motorized vehicle on rec paths and sidewalks.

Please don't make it more expensive to work / live here.

Help gas stations obtain re charging stations at their facility.

I think the town focuses too much on bringing in more visitors, which just increases the towns footprint. Perhaps if you're looking to raise money via visitors to some fundraising events with the local residents.

The town should focus time and money on local impacts - no new programs or taxes

Please end ALL "climate action" programs. This is a waste of money and will have 0 positive impact.

I'd urge the town to consider environmental justice and who in our community is most impacted by the effects of climate change. I'd love to see policy that considers our unhoused neighbors, for example, in climate resiliency. Thank you for doing this!

Any increase in taxes for these programs will eventually cause public dissatisfaction. Do not forget, frisco relies on tourism. Make your customer feel wanted.

Climate change is the religion of the stupid..

1. Continue to develop ICE vehicle alternative transportation modes while piloting closing of Main St on weekends, like many European towns now do. 2. As the technology improves, incentivize home wind power along with solar. 3. Work with the county to explore the possibility of a county-wide carbon tax.

many people that work in frisco drive because affordable housing is outside the county. tourists can be educated and encouraged to bus or bike while in town. we need to be bold in our actions and educate visitors about what steps were taking. pushing EVs too hard before infrastructure is there is not helpful, but hybrids are a great transition.

Stop with the virtual signaling.....run the governmental groups as if it was your own money.

There will always be climate change. We should concentrate on small steps that are NOT government funded.

I believe reducing consumption of energy and plastic and materials should be first, rather than just figuring out where they go. Keeping them out of the system in the first place seems like a better initiative. Reducing energy use before figuring out how to use renewable also makes sense to me.

No community resiliency without affordable workforce housing for locals. Nothing else matters until working locals can afford to live in their own town.

find grants to mitigate the numerous dead and living lodgepole pines throughout the town or we wont need any energy plans should a wildfire occur

Slow growth, smart growth, and limits to growth; protection from overdevelopment, traffic, noise, pollution, gridlock and crowding.

The electric chargers on 3rd street are next to useless. It would be nice to have better chargers for electric vehicles on this side of town.

Please don't waste tax payer funds on this initiative

Provide incentives to people such as tax breaks When their homes are being built

PAYT/UR in concept in right direction but implementation in June 2025 when Frisco still working out details is unrealistic and very expensive for HOAs who will need to modify dumpster infrastructure

reduce single use plastic at restaurants

Stop using tax pay dollars on this scam.

Improve in frequency the Summit Stage to decrease traffic to the ski areas. Love the Stage, but too infrequent especially to Breck

This town is beautiful! I'll support whatever you decide on.

The renewable energy question was missing a response - "The town should use the most cost effective source."

Like the idea of coordinating these efforts with USFS efforts in the area for fire mitigation and trail infrastructure

HC3 is out of rebate money for residential energy efficiency upgrades this year. Homeowners are waiting on rebate money to insulate, air seal, install heat pumps, etc. because these rebates are being offered but w/o funds.

My biggest concern is that so many governmental tax dollars and resources are focusing on this. Do we really have a problem with energy use in our small, mostly unpopulated little town? These are problems that giant cities, cruise ships and large resorts need to address, but I think on a scale of the problems that Frisco is facing, this is a waste of time.

I'm more concerned about our skyrocketing taxes being used to literally give money away in a basic redistribution format. I think we can maintain what we have and maintain a positive positive climate situation if we don't overpopulate

Please take into consideration the increases in property taxes, mill levys that increased costs, and general everyday expenses increasing over the past few years when assessing any increases to residents

Please don't increase our taxes, they are high enough already and paying \$.25 for a paper bag at the store that I already recycle is ridiculous bag is

At what cost is not asked. Food pick-up, i like it, but am I paying for it? Computer thermostat and other energy enhancements...if you are paying for it, sure, I'd love one. But don't force this stuff on me. It's already too expensive to live here. More government rules makes it worse.

The ski areas and the traffic to access them is a much larger factor in climate impacts in Summit County than any recycling I could do.

Please, no huge windmills! Not much we can do, really. The climate changes in spite of our activities and is mostly determined by the sun's activity and subtle changes in the earth's orbit.. Snow and rain that do not fall in Summit Co. goes or stays somewhere else. Sea levels were once 65 ft higher and 400 ft lower than now. There was a tropical rain forest and huge glaciers in CO and UT. It's naive to think that the climate and weather today is how it should be. It will change. Please don't go overboard in trying to avoid the change.

The town should focus on core municipal services and clean PFAS free water.

Conserve and reuse as much as possible

No don't waste our money. Winter is three quarters of the year do you think I want to walk or bike somewhere when it snows. Really?

Please take a look at the residential parking town code on the requirement for 1 parking space per bedroom. By encouraging so many residential parking spaces you are encouraging more cars to come into Frisco. Instead, we should be encouraging use of public transit, walking, bike share, etc.

The Town does a great job already and spends a ton of money on. Entities like HCCC have become political entities that need funding to further THEIR cause and pay THEIR salaries. It is no secret that they prey on the Town of Frisco to support them since their business model doesn't support itself. We don't need to be on the cutting edge and guenie pig

Ban drive-throughs at banks, fast-food and grocery stores; BAN all single-use plastic water bottles, bags, and single-use containers.

Please provide native grasses for free

I love that Frisco is a trailblazer in regards to environmental issues. The only way for reluctant communities to get onboard is for towns like Frisco to be courageous enough to take the leap first, and I'm proud that we have done that. I hope we continue to do so.

Focus on enforcing recycle/trash/parking codes- improve internal infrastructure first

no more work force housing, too much housing for too few jobs

dont over do it !! We don't affect the climate that much if any. Maybe we should talk to China, it's one world one planet. We can't be the only ones doing this!

have more frequent, or a regular place, to drop off hazardous materials, not just 1x or 2x annually. Also, expand the drive-up recycling centres.

This is not a town level issue.

To reduce energy use we need to know who the biggest users are.

Bike ability/Walk Ability already put Frisco ahead of most communities. Also, the reduction in single use plastics is a step in the right direction as is the Summit Stage public transit system!

I support solar energy within the town but not wind. Also, consider that trees are beneficial... the town redid Main Street recently without planting one tree. Why did we not include trees along Main Street? Its not only prettier, provides shade (much needed on hot summer days, especially for visitors with dogs in the car) AND it is good for our environment. Also would like to see less water waste and trash. aluminum recyclable cups at events is not necessarily a win.

New builds should be encouraged and older buildings but some just can't do these things.

Thank you for doing this! I was at Island Grill and noticed that they use plastic utensils and plastic cups. Would love to see restaurants use bamboo or compostable utensils and either glasses or reuseable cups..

Spend less town funds on tourism and more to support a sustainable community

Please more recycling bins and maybe compost bins around town?

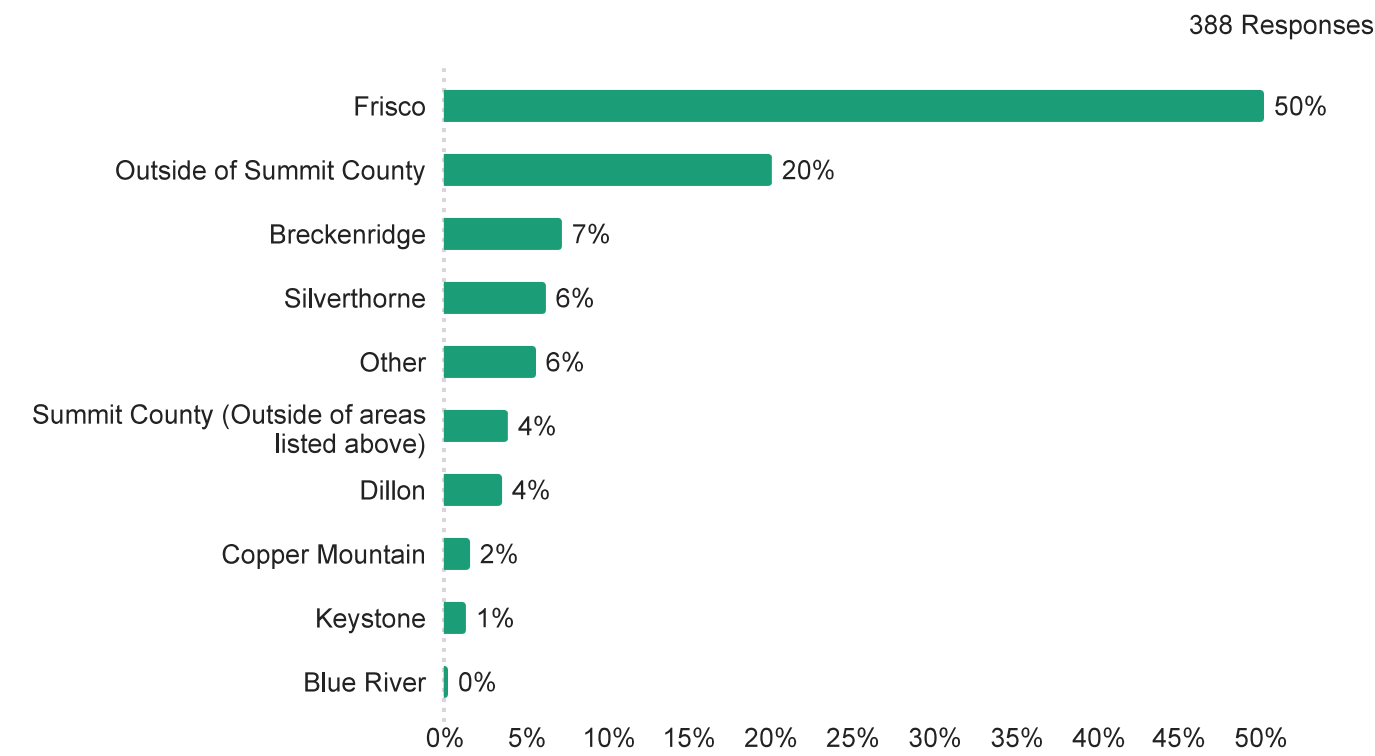
This is geared towards people who live here, which is obviously super important, particularly because those are the voters. But there's SO much impact from weekenders and tourists. I think a big question has to be how do you make any new implementations a. Part of the CULTURE in Frisco so much so that any outsider will naturally take part, and want to take part (eg tourists ride bikes in Amsterdam), and b. How do you incentivize the activity you're trying to promote? Financially, through social capital, etc. I'm an applied anthropology student so this stuff is kind of my jam. If you want to talk more feel free to reach out at Yael.greenberg@ucdenver.edu

Eliminating single use plastic!

Practical and Council willing to implement.

DEMOGRAPHICS

Where do you live as a primary resident? If you spend time living in more than one residence, your primary residence is the one where you spend the most time.



"Other" response details:

17 Responses

Denver
Grand Forks, ND
Florida
Chicago
2/3 outside, 1/3 Frisco
Germany
Dayton, OH

California

New Jersey

Grand County

Golden CO

Alma, Park County

Omaha NE

Grand County

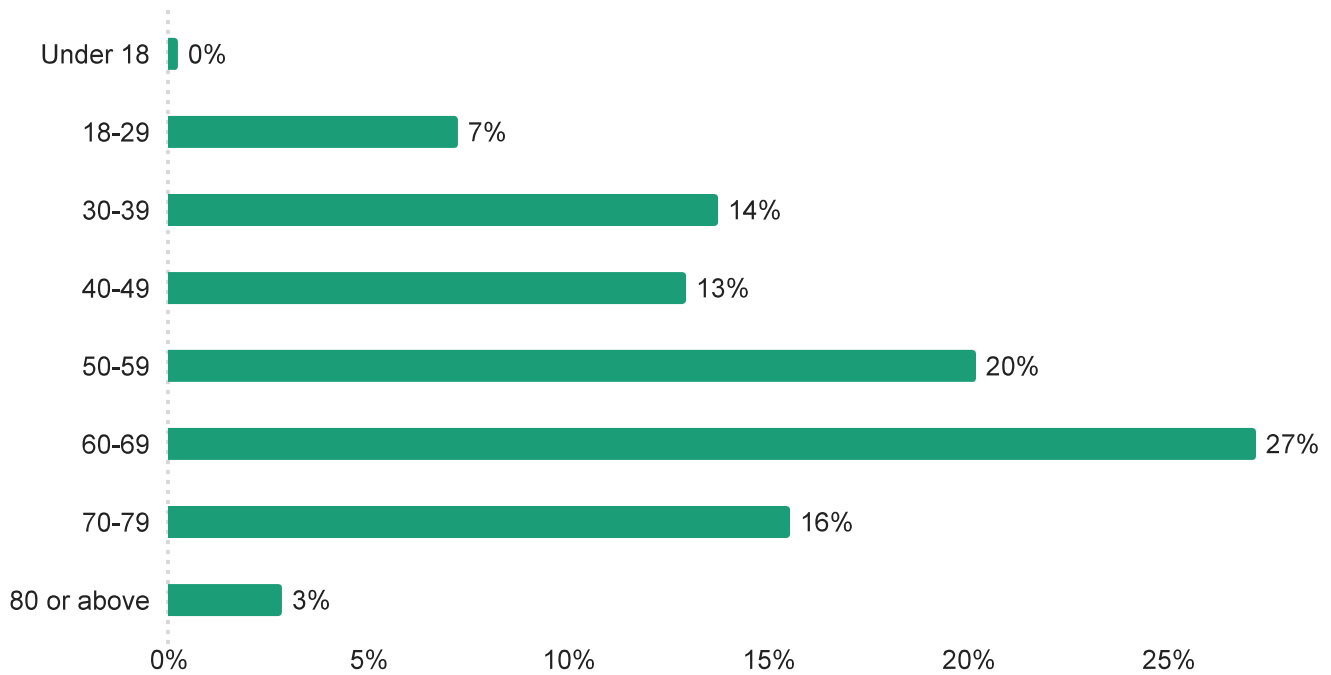
Dallas. Keystone for the summer.

Florida

Again — this is an important distinction. I live on the front range and my family lives here in Frisco so I'm here regularly. That's different from an out of state visitor on vacation.

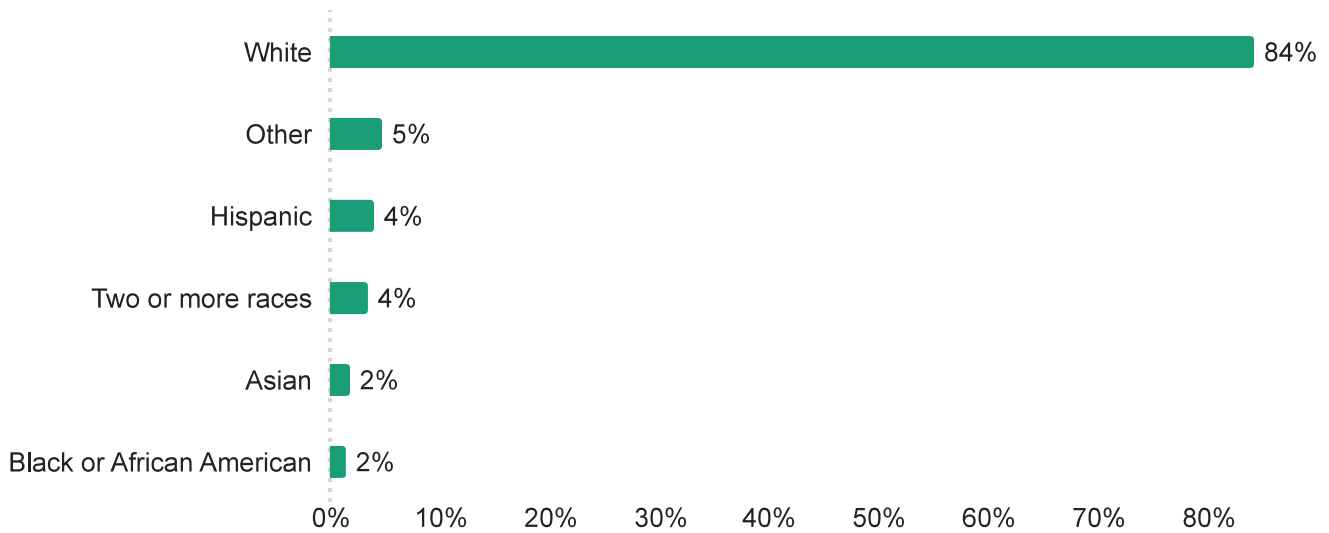
Age

386 Responses



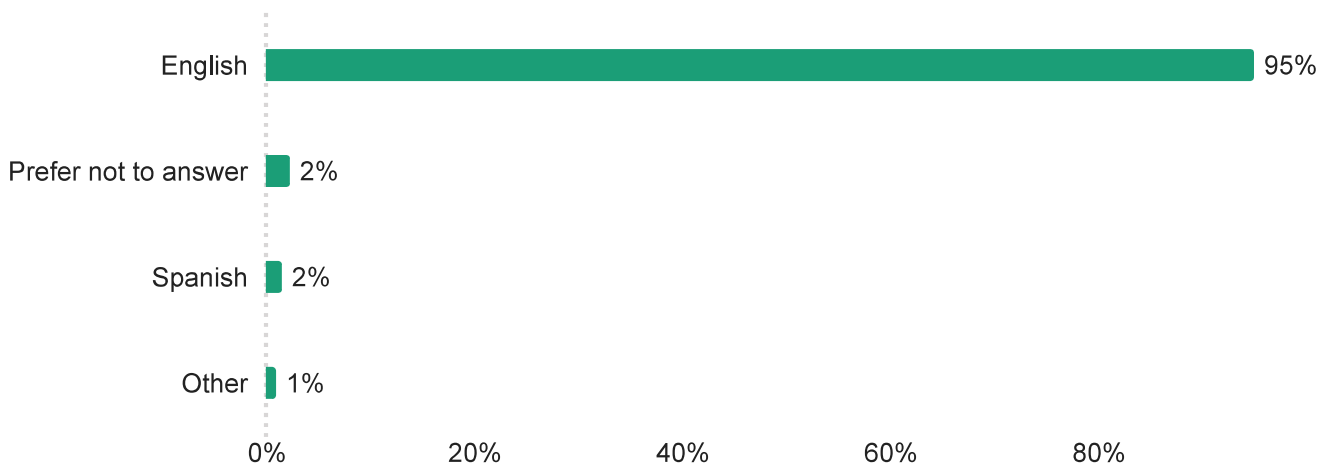
Racial/ethnic identity

373 Responses



Primary language spoken at home

384 Responses



"Other" response details:

3 Responses

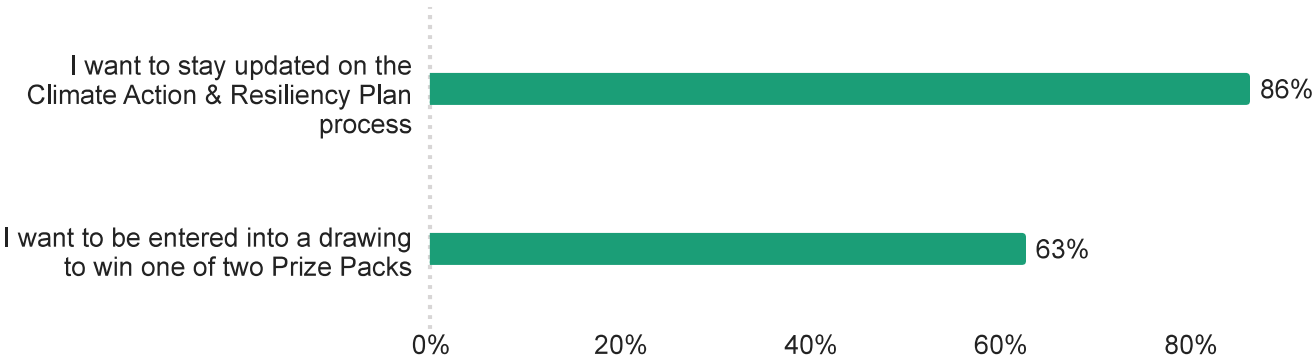
This is the US - I speak English!

German

Italian

Are you interested in staying updated as we develop the Climate Action & Resiliency Plan and/or in being entered into the drawing? Check all that apply.

250 Responses



SECTION 2. SEGMENTED RESULTS

PERSONAL/TOWN ACTIONS BY HOMEOWNER & BY TOWN STATUS

There are a variety of strategies that the Town of Frisco can focus on in its new Climate Action Plan. Rank the following strategies based on how important they are to you. Click and drag so that the strategy most important to you is at top (1) and least important is at bottom (6).

The mean response for each of the six strategies was roughly the same across all segments (both by relationship to Town and by homeowner status), with one exception: for the strategy "Reduce energy use in buildings." For that strategy, the variation in mean response is reported by segment below.

By Relationship to Town

381 Responses	
Field	Mean
I live here (year-round or seasonally)	3
I work or go to school here	3
I visit here (for services/recreation, to visit family, to shop, etc.)	4
I own a business or property here	4

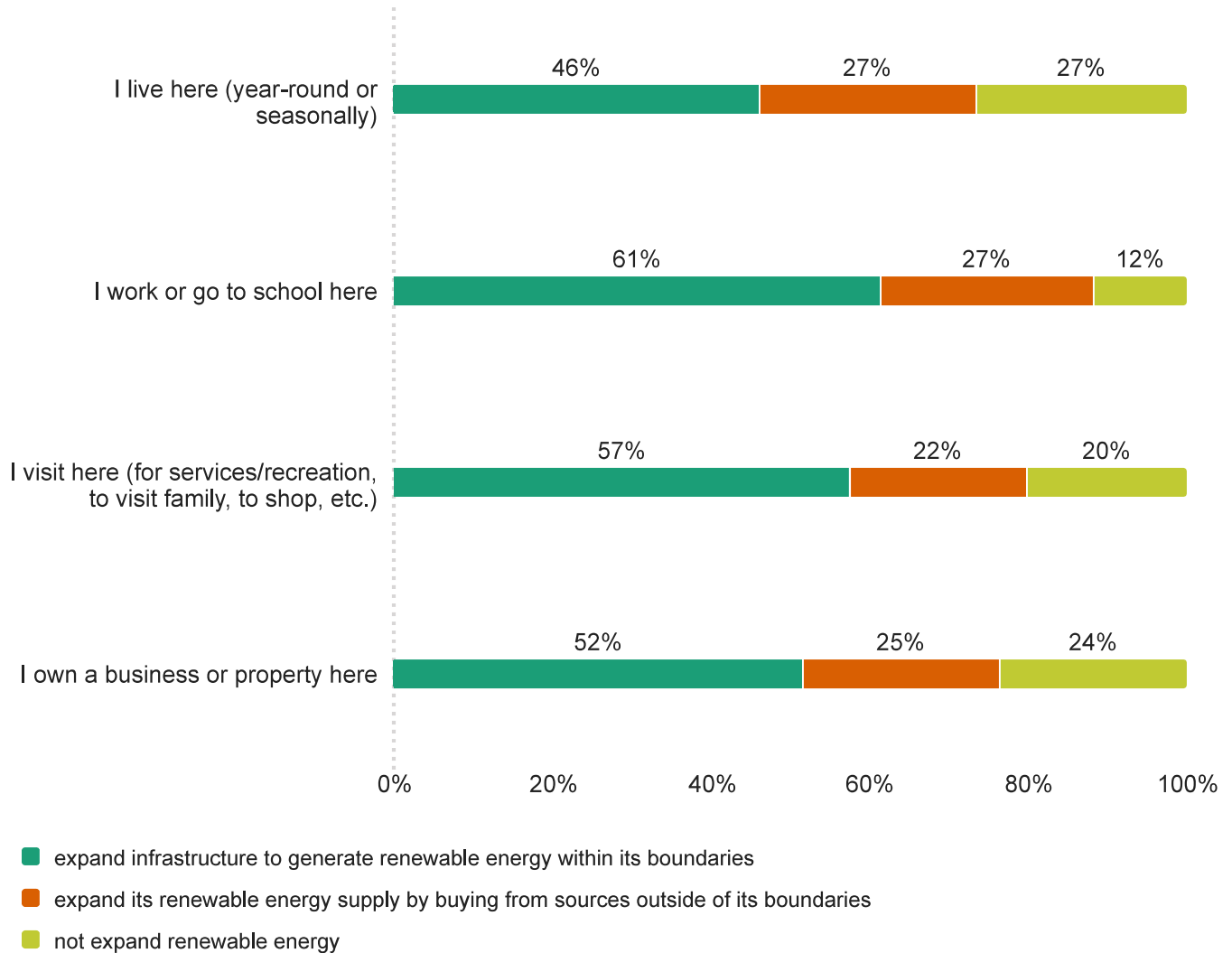
Reduce energy use in buildings

236 Responses	
Field	Mean
A homeowner who lives here year-round	3
A homeowner who lives here seasonally	4
A renter who lives here year-round	3

Which of the following statements do you agree with most? (by relationship to Town)

The Town should...

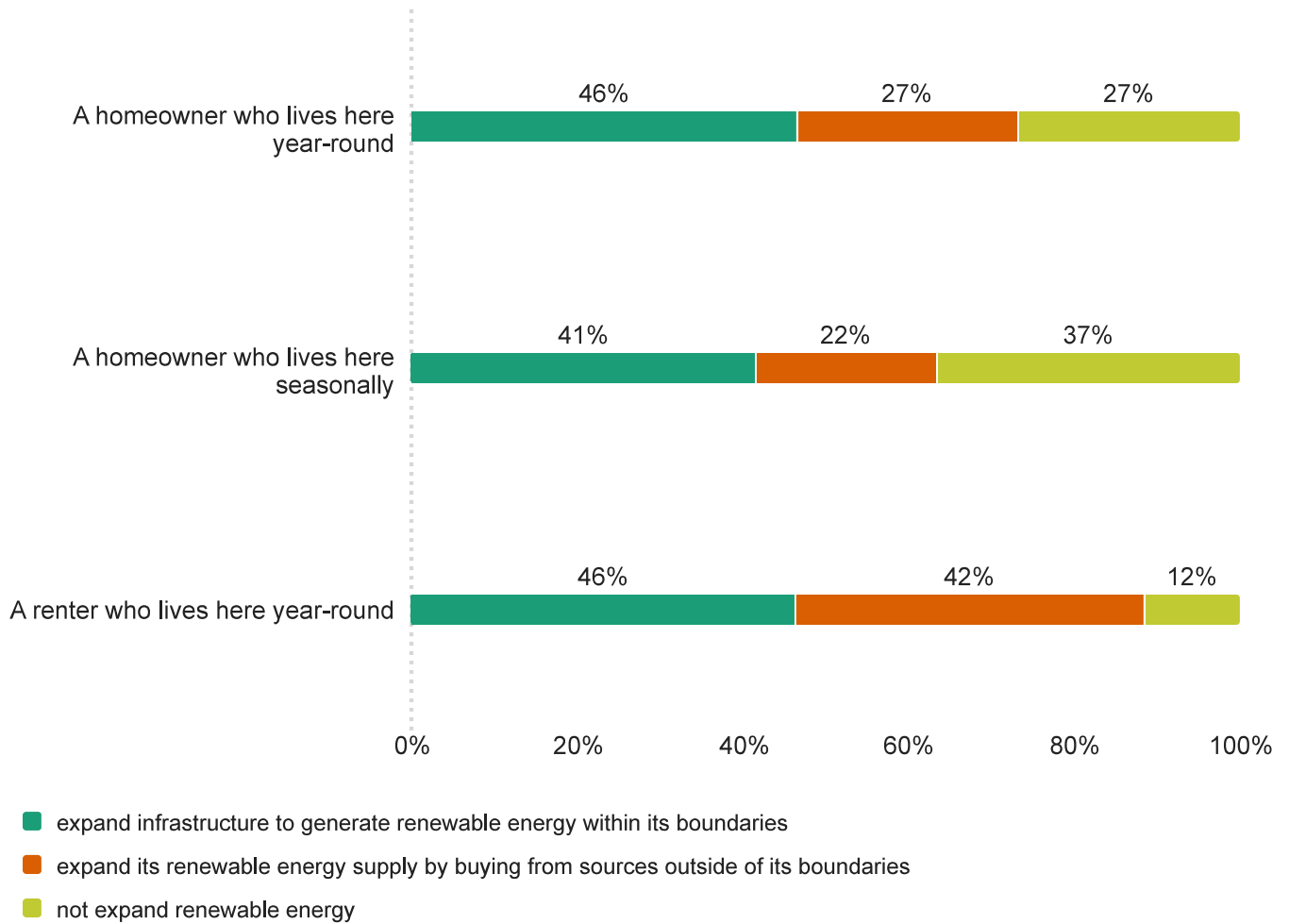
388 Responses



Which of the following statements do you agree with most? (by homeownership status)

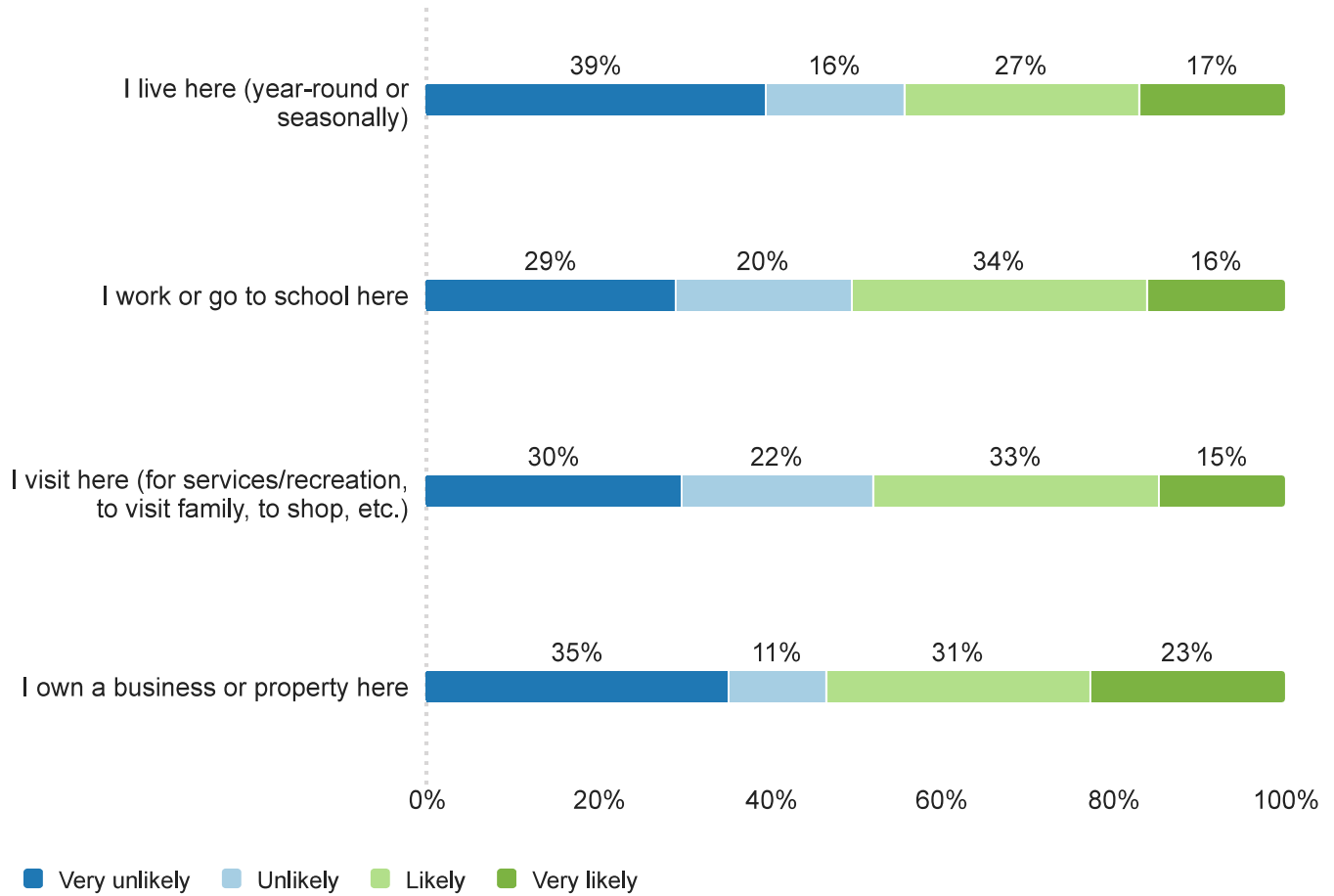
The Town should...

242 Responses



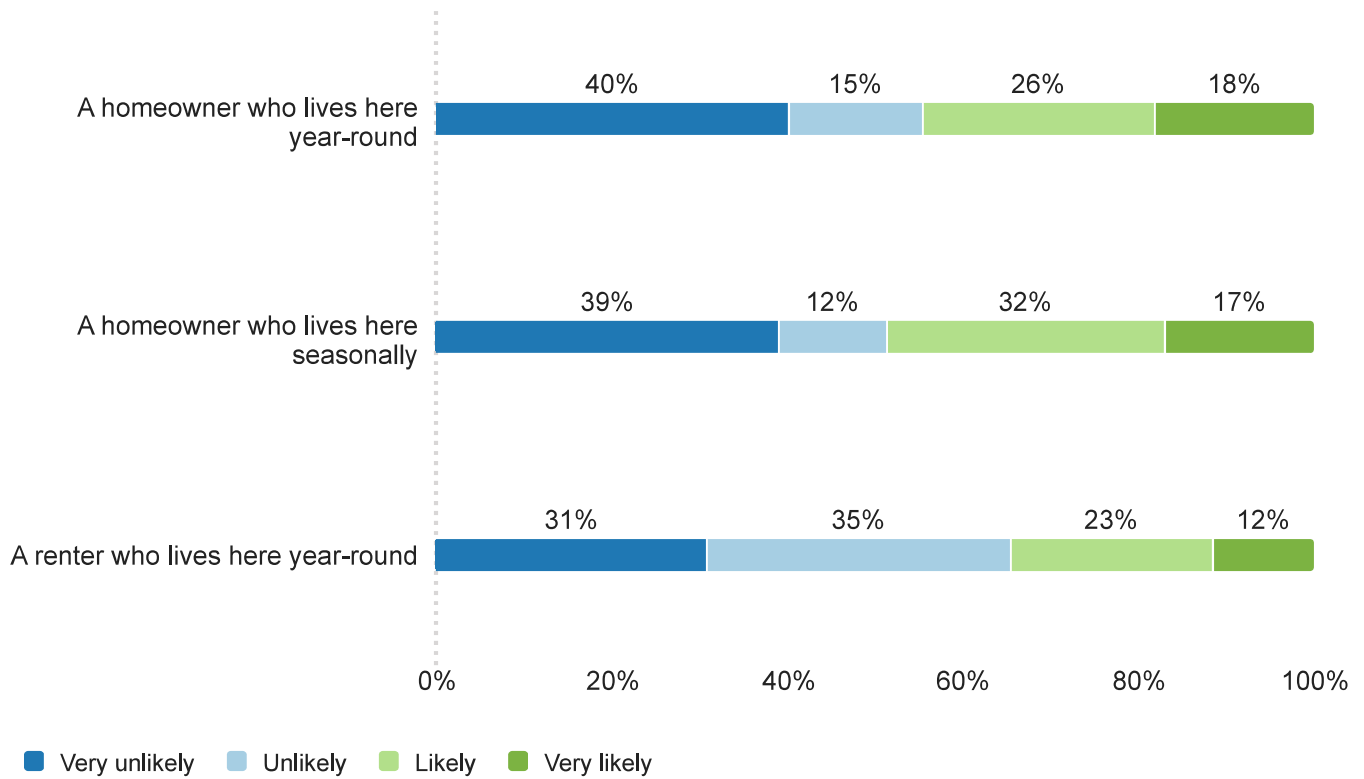
How likely would you be to support an added sales tax to fund climate action in the Town of Frisco? (by relationship to Town)

391 Responses



How likely would you be to support an added sales tax to fund climate action in the Town of Frisco? (by homeownership status)

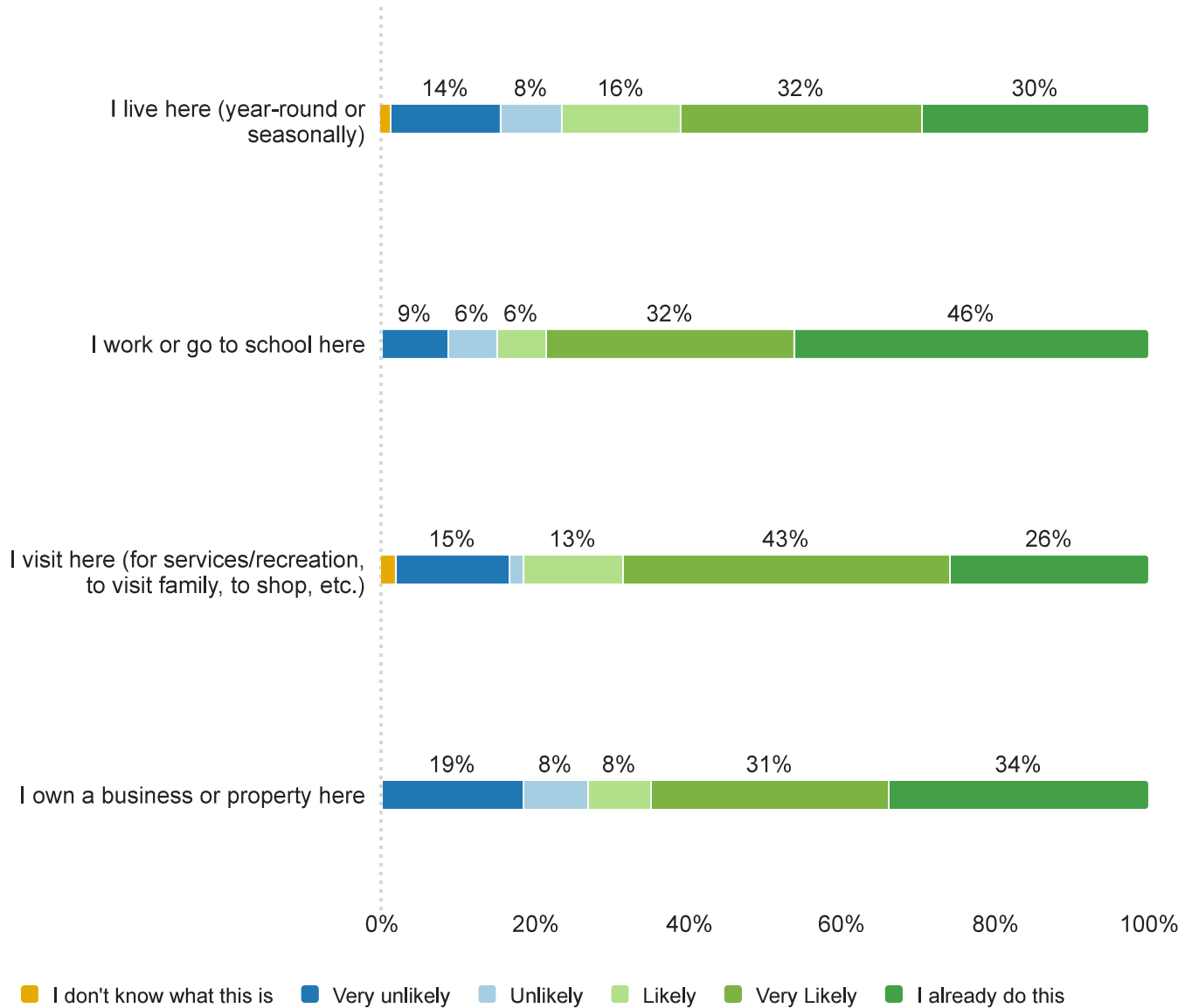
245 Responses



How likely would you be to personally adopt each of the following practices in or around the Town of Frisco?

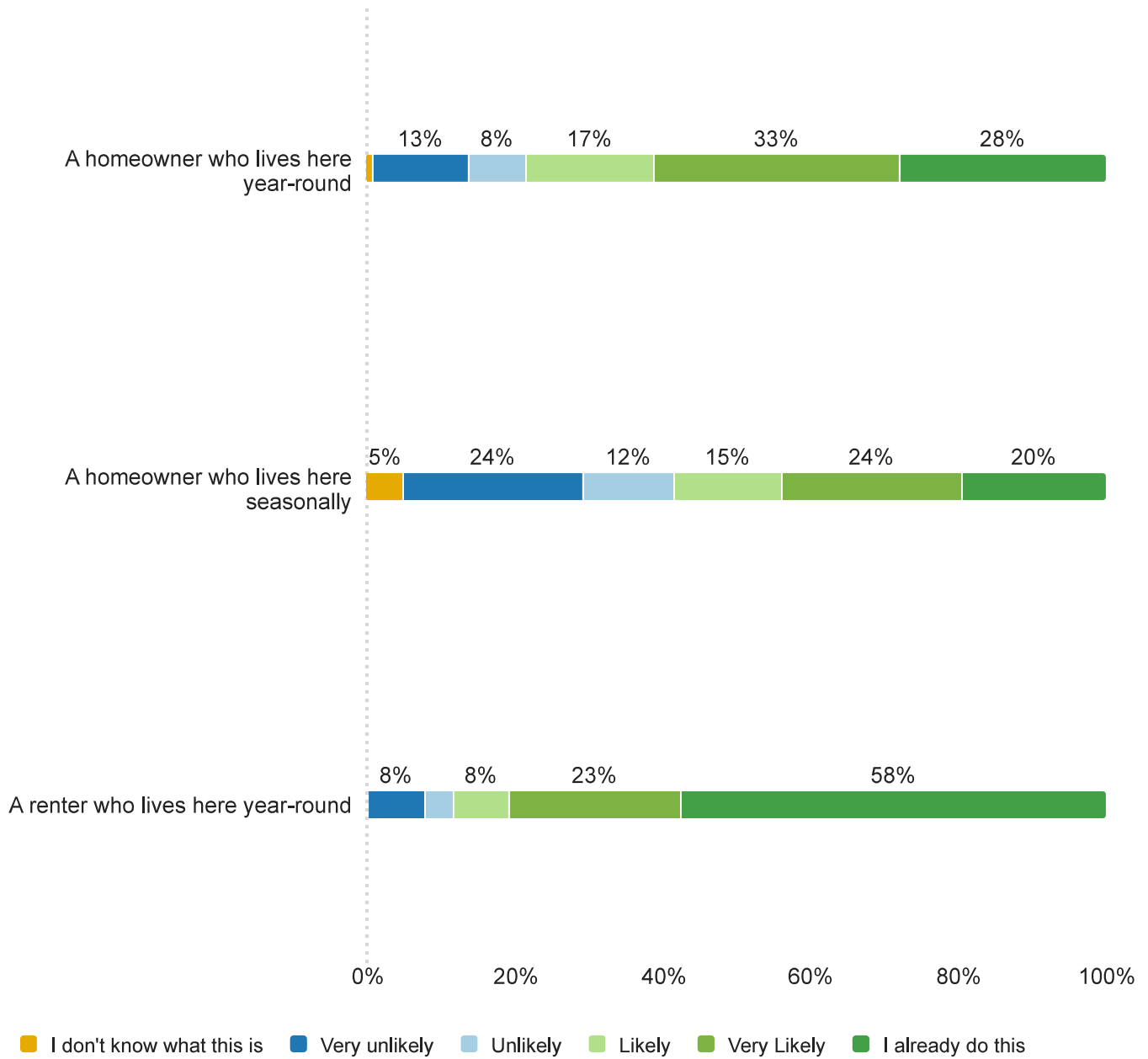
Participate in a reusable coffee cup program (by relationship to Town)

389 Responses



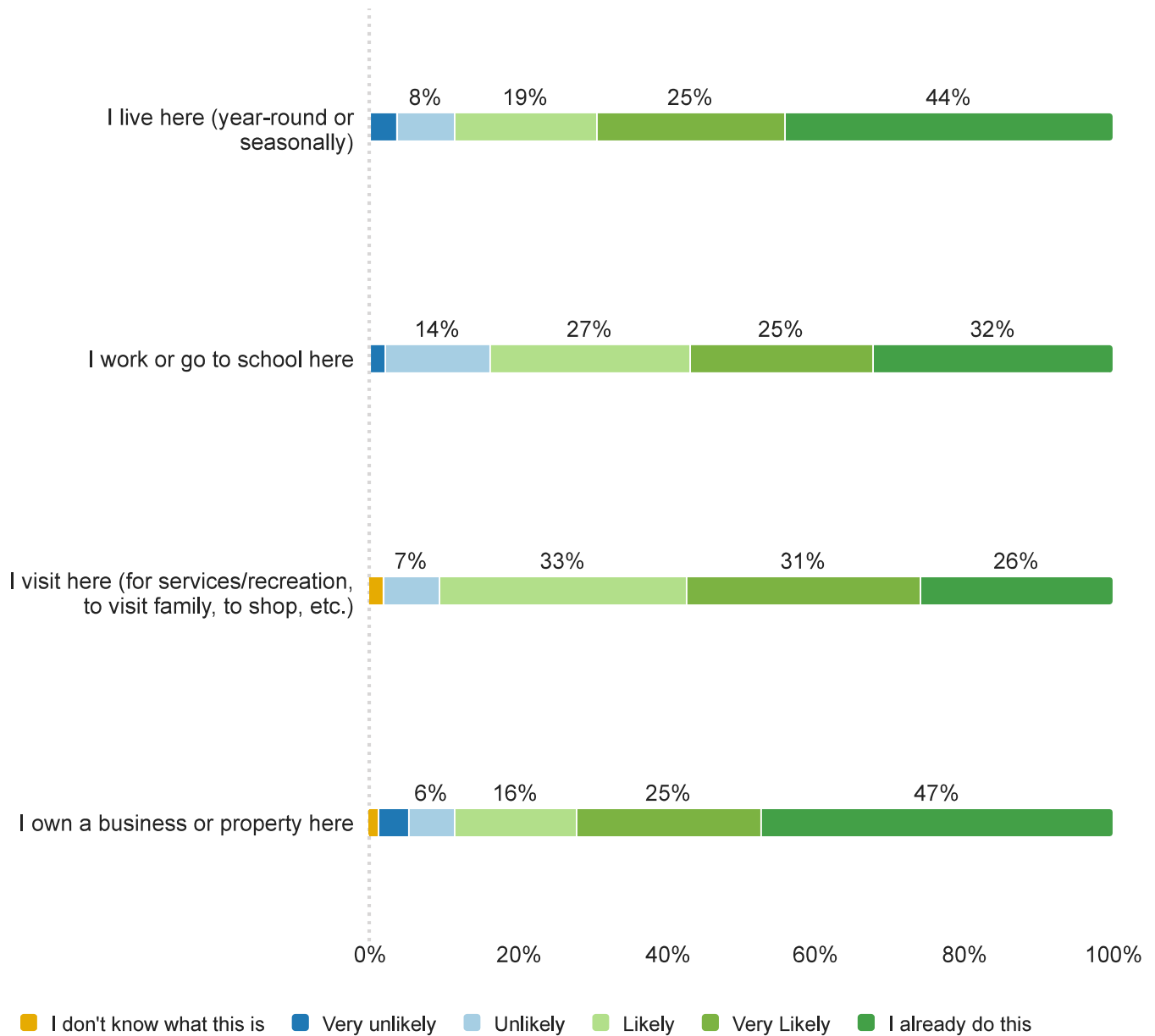
Participate in a reusable coffee cup program (by homeownership status)

243 Responses



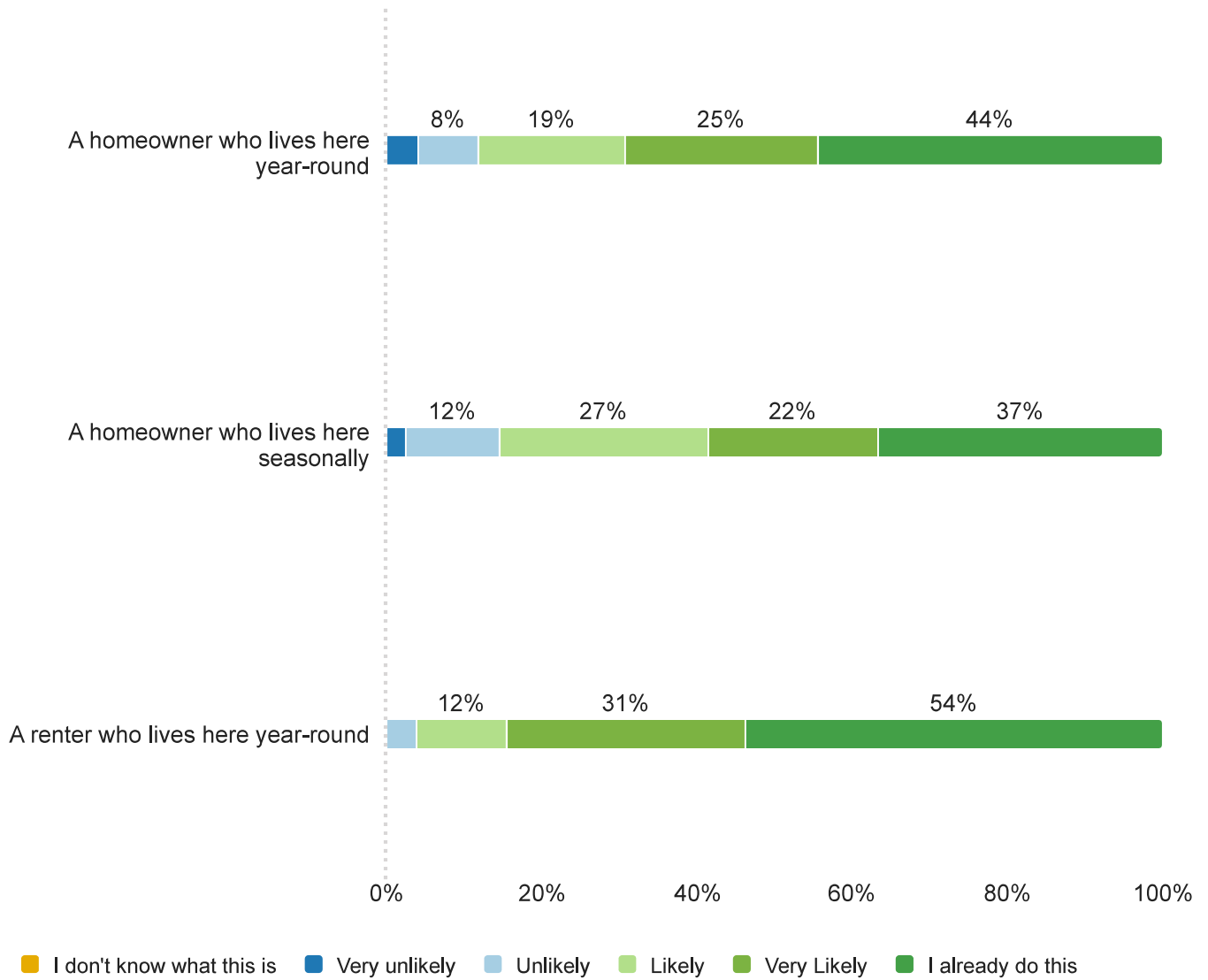
Bike or walk to daily activities (by relationship to Town)

390 Responses



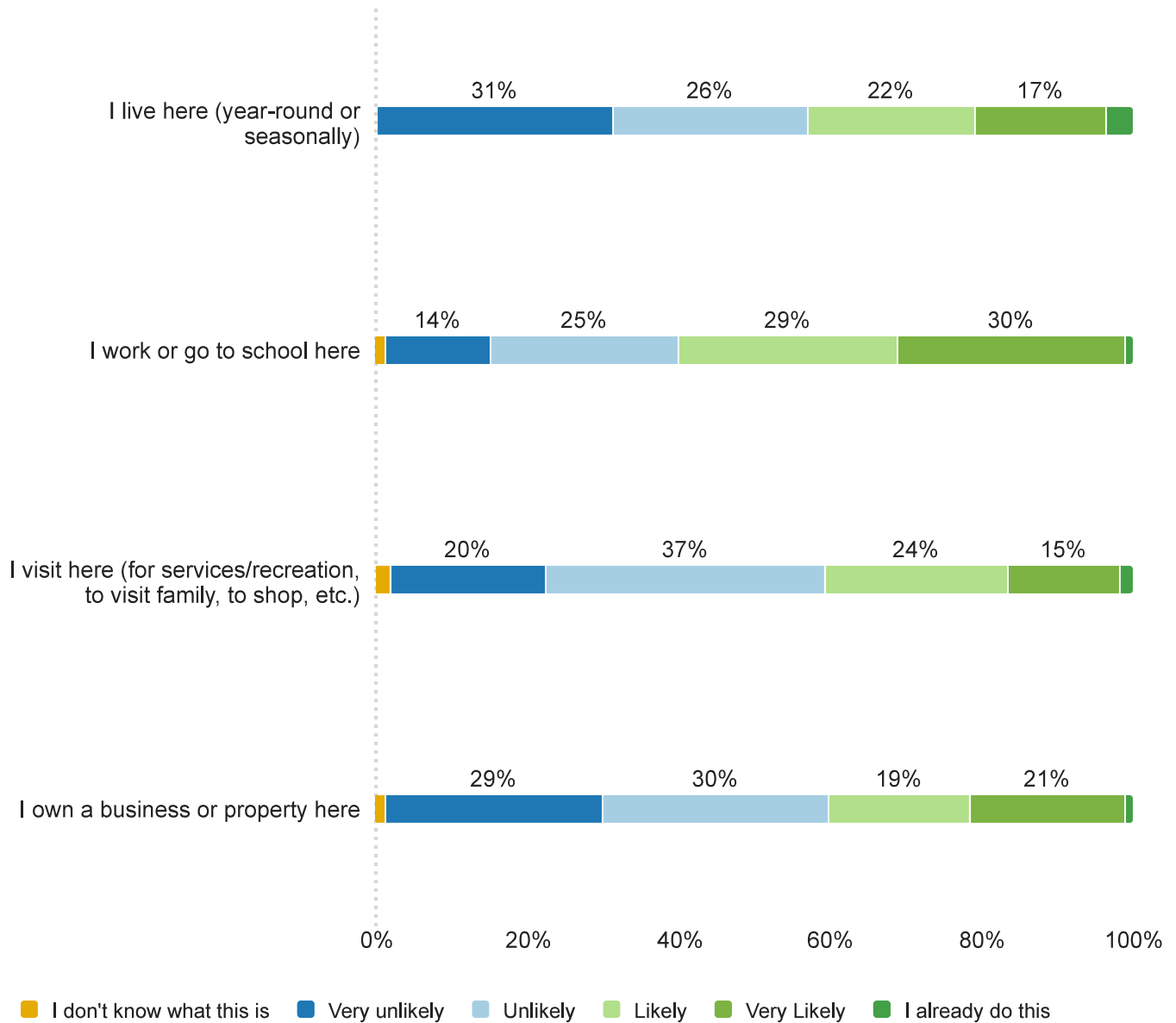
Bike or walk to daily activities (by homeownership status)

244 Responses



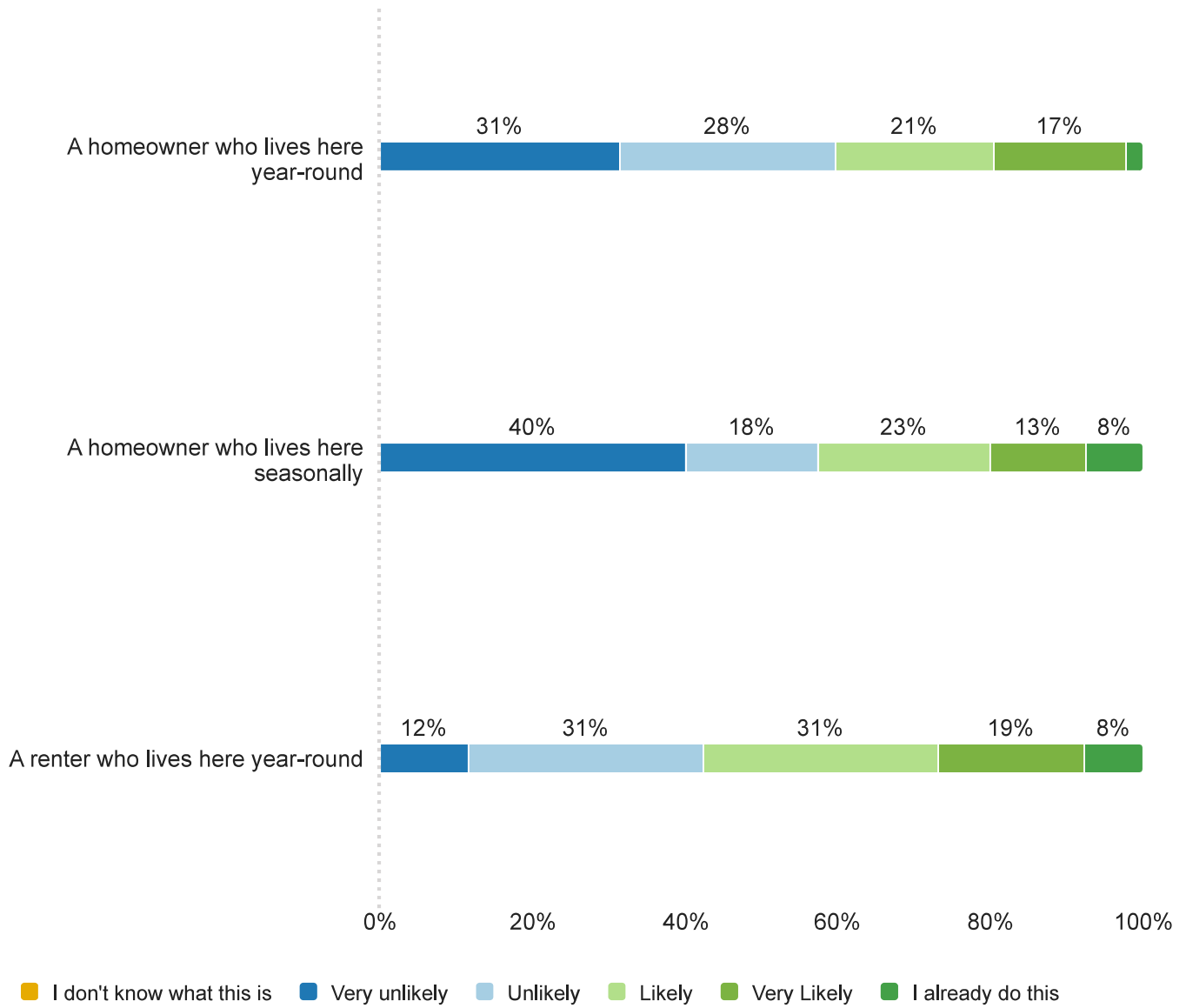
Use an e-bike share (by relationship to Town)

389 Responses



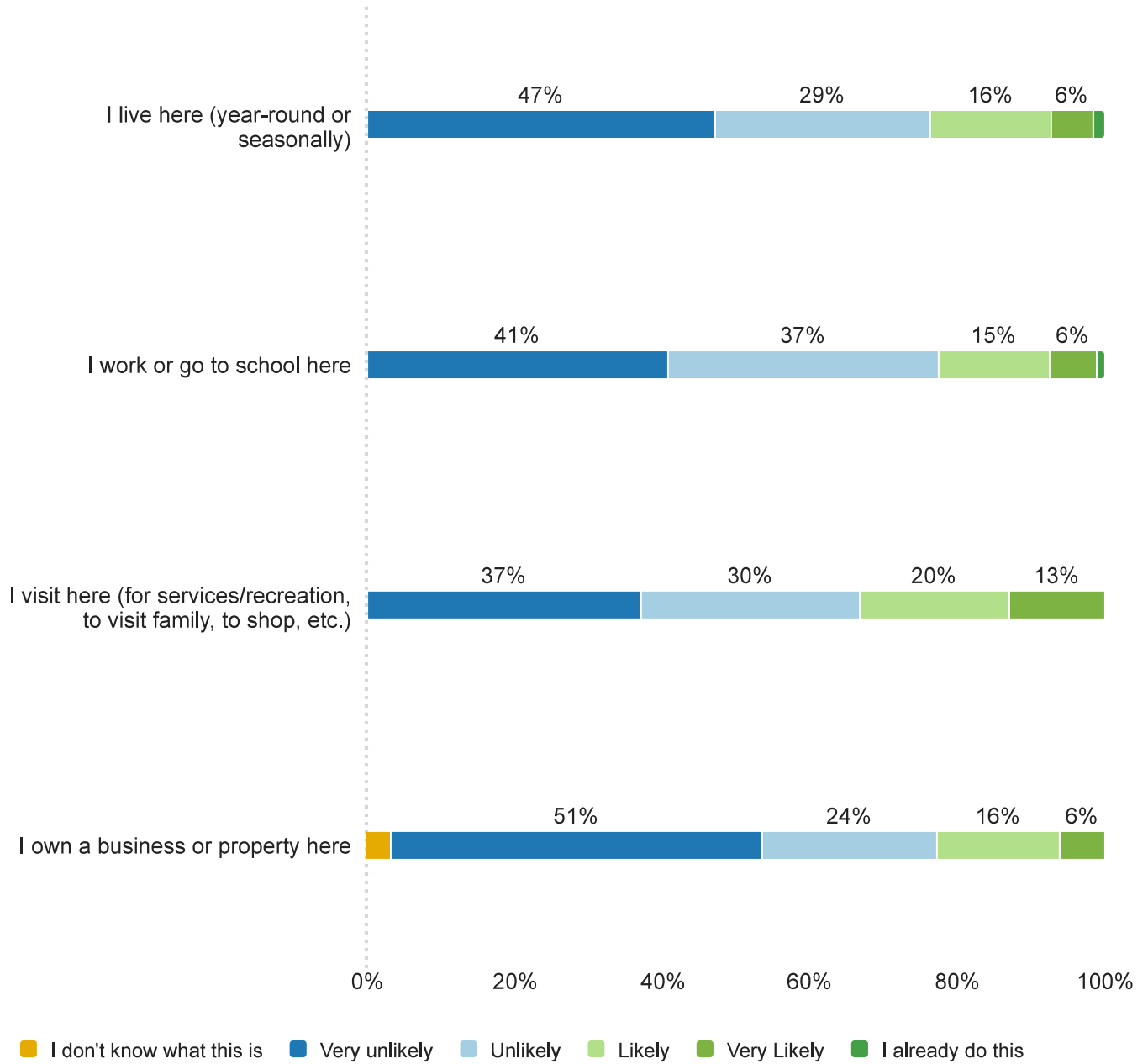
Use an e-bike share (by homeownership status)

243 Responses



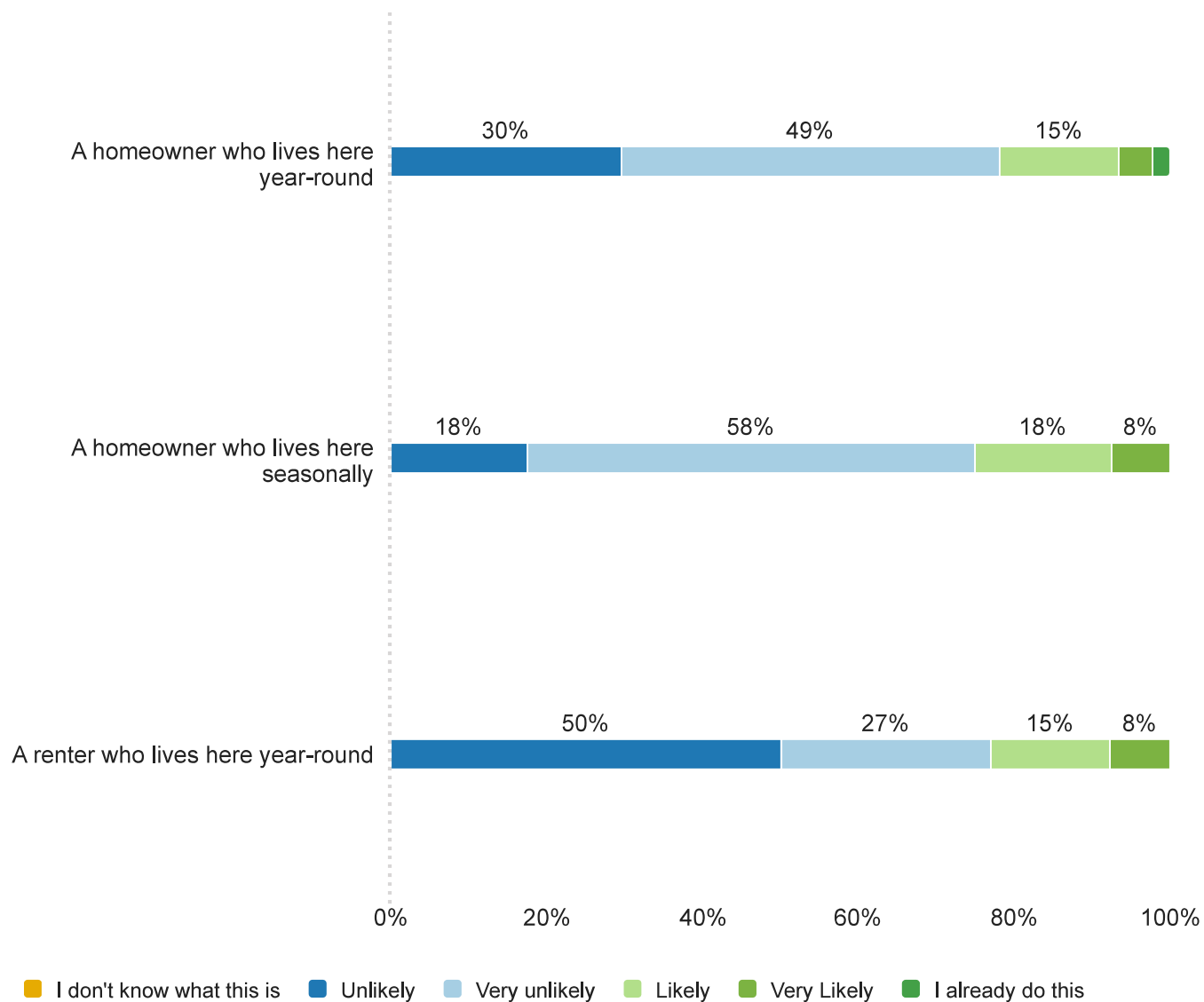
Participate in a carshare (by relationship to Town)

389 Responses



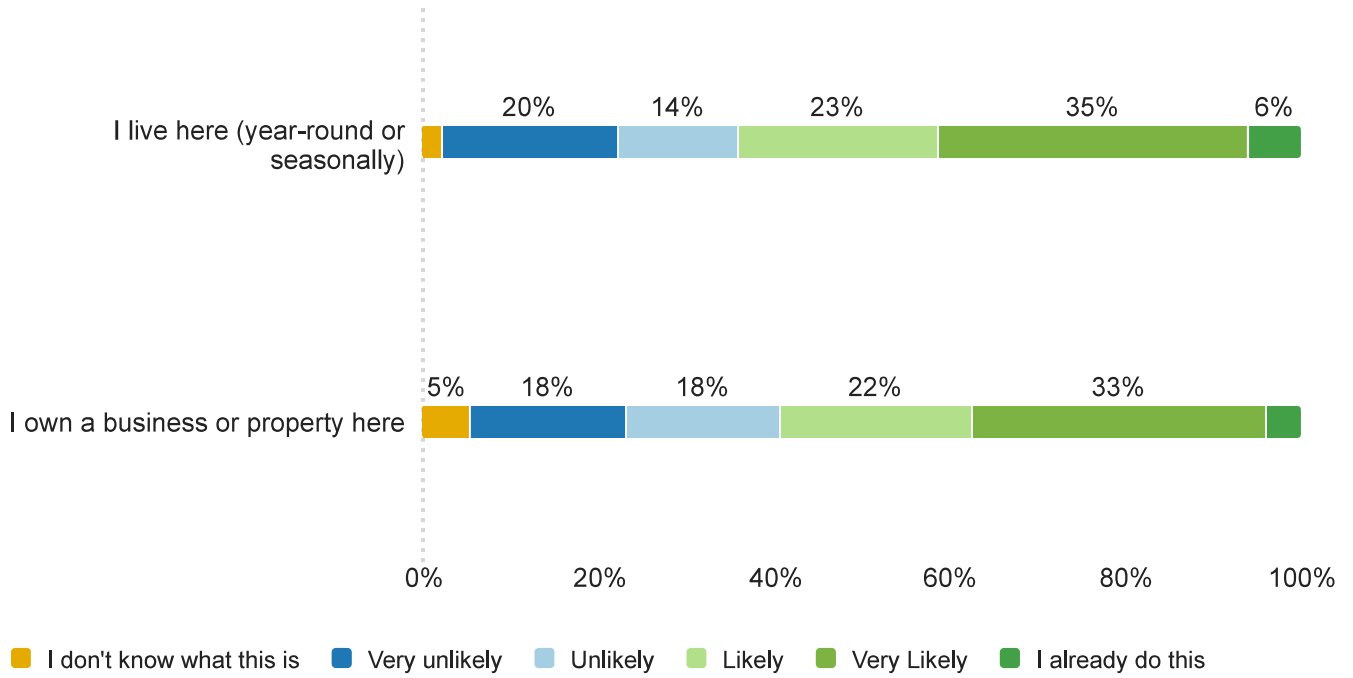
Participate in a carshare (by homeownership status)

243 Responses



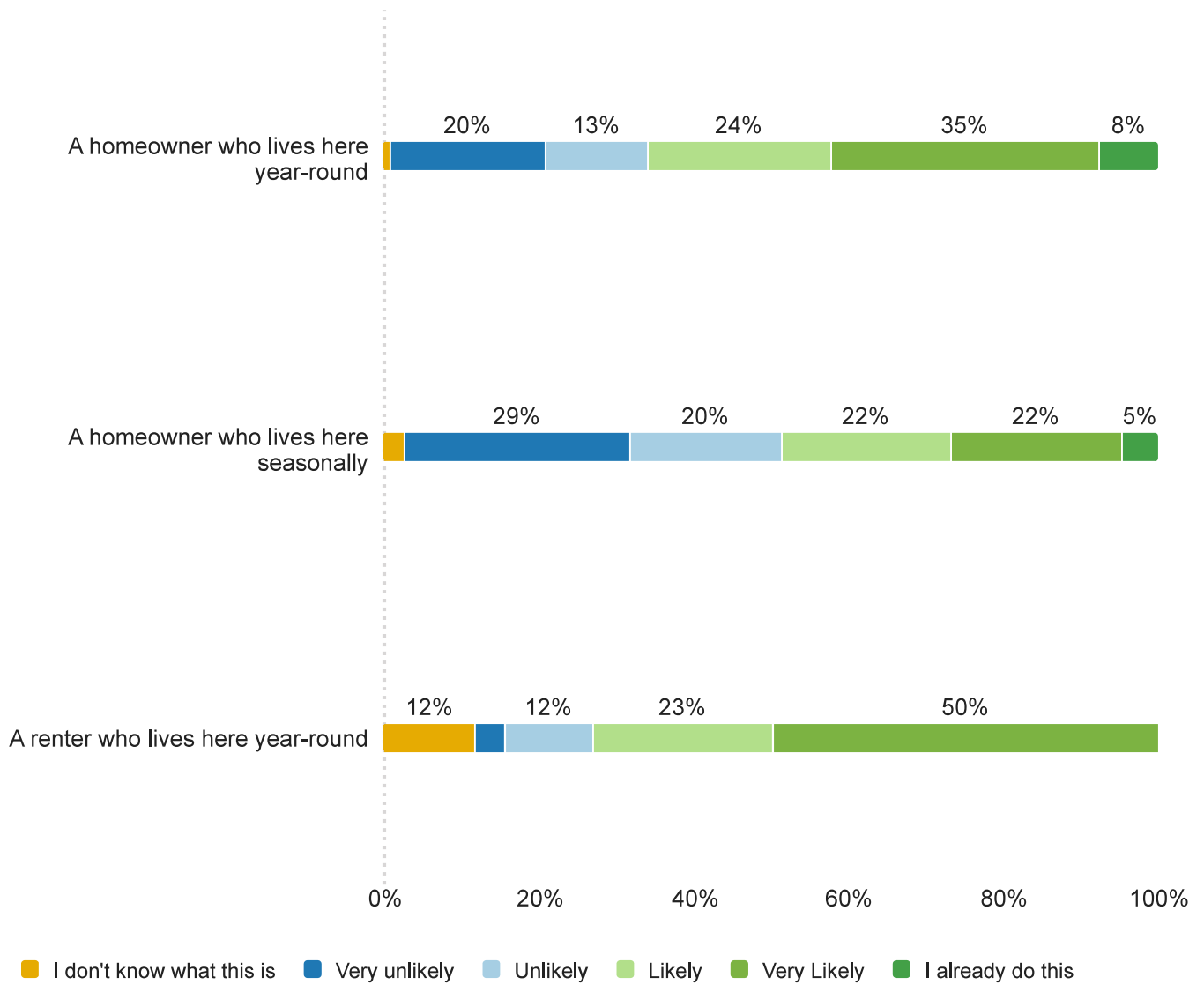
Participate in a new curbside food scrap program (by relationship to Town)

295 Responses



Participate in a new curbside food scrap program (by homeownership status)

243 Responses

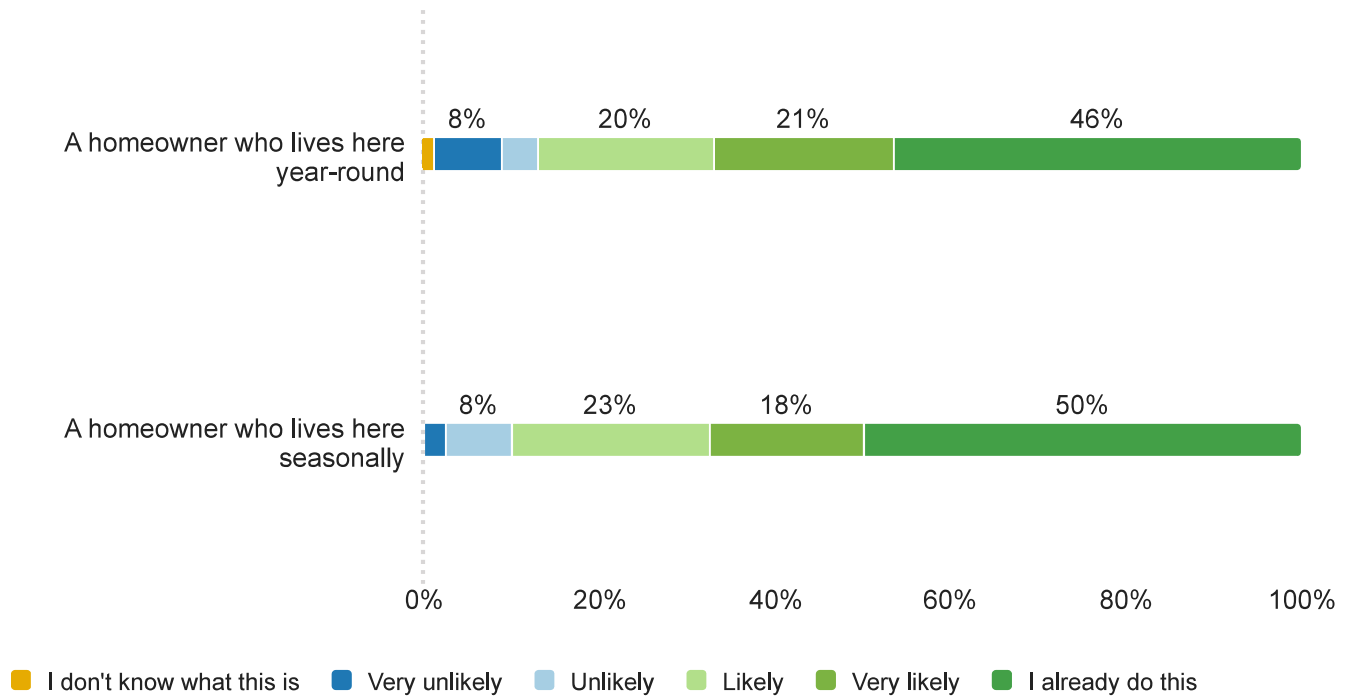


How likely would you be to personally adopt each of the following practices in or around your Frisco home?

Note: This series of questions was asked only of homeowners.

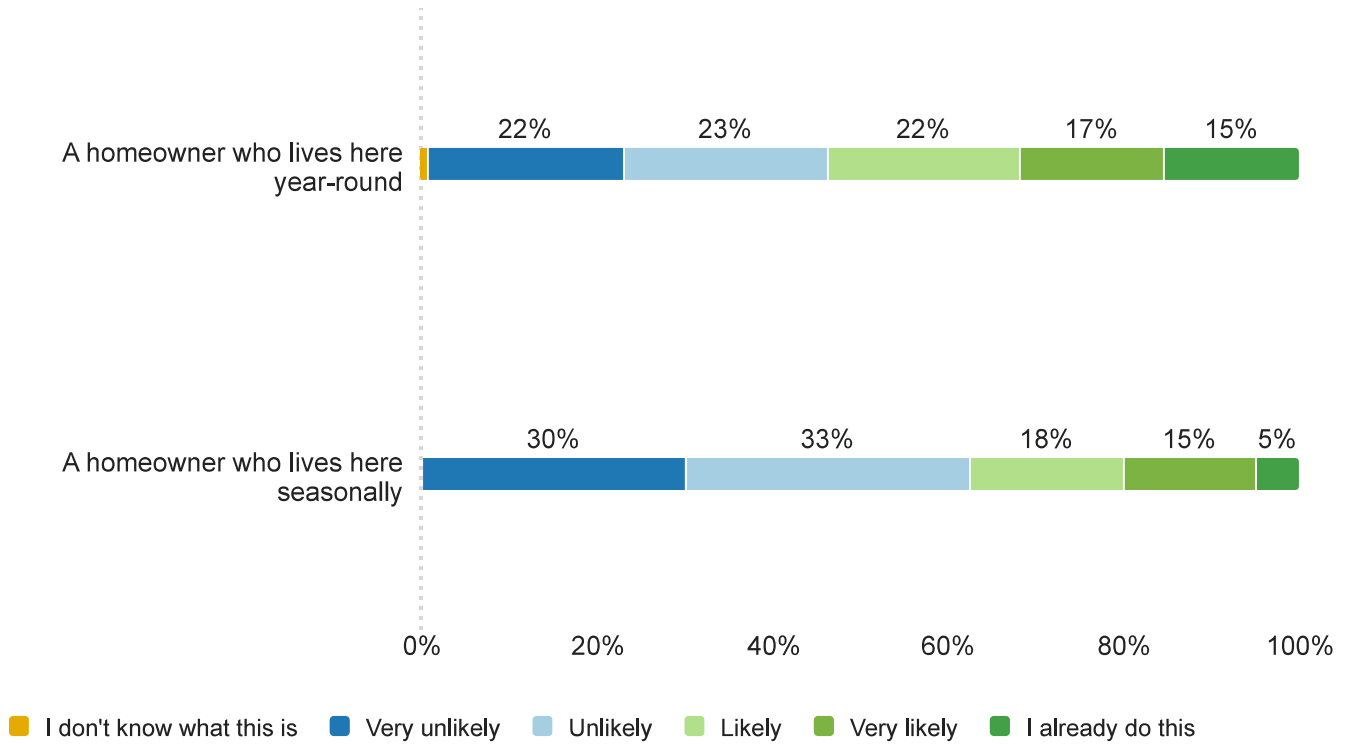
Install a smart thermostat to reduce energy use

210 Responses



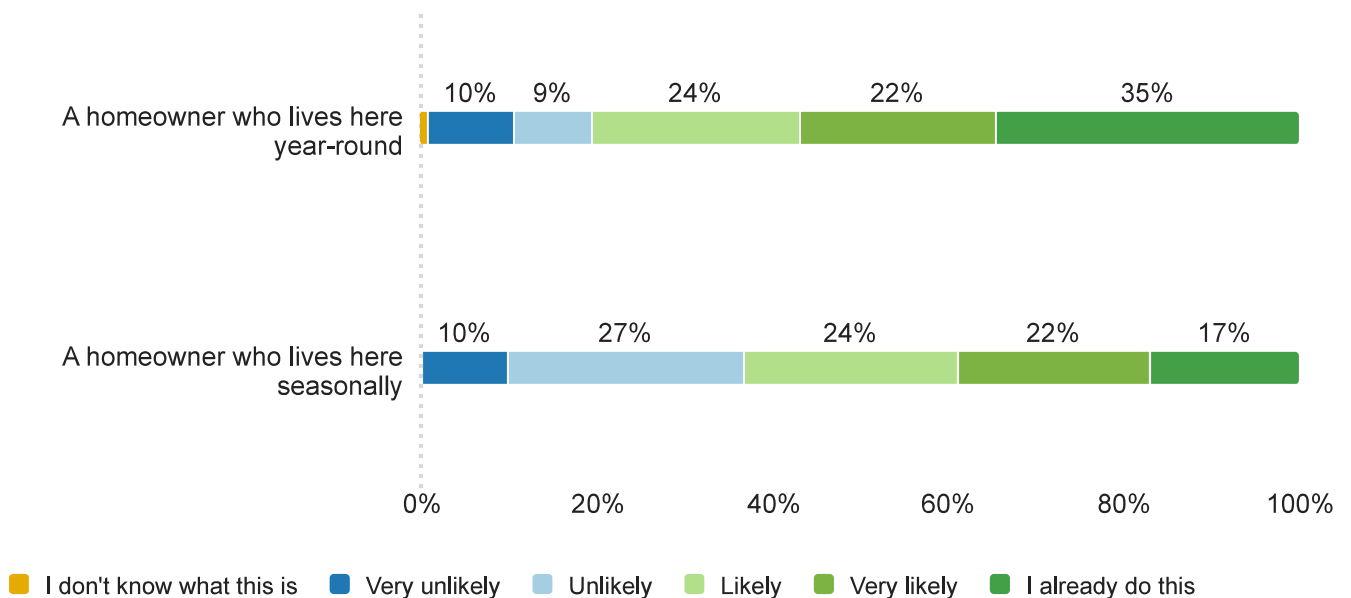
Install solar panels

209 Responses



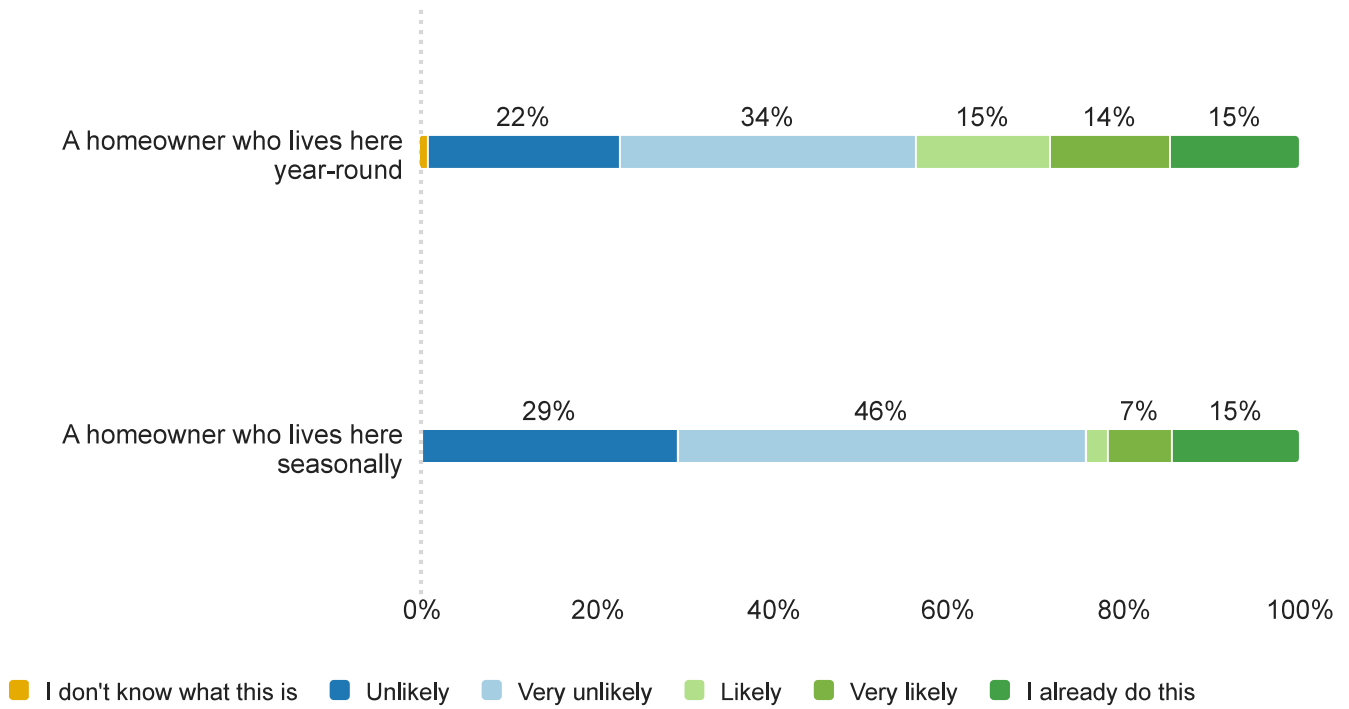
Participate in a home energy assessment to learn ways to reduce energy use

211 Responses



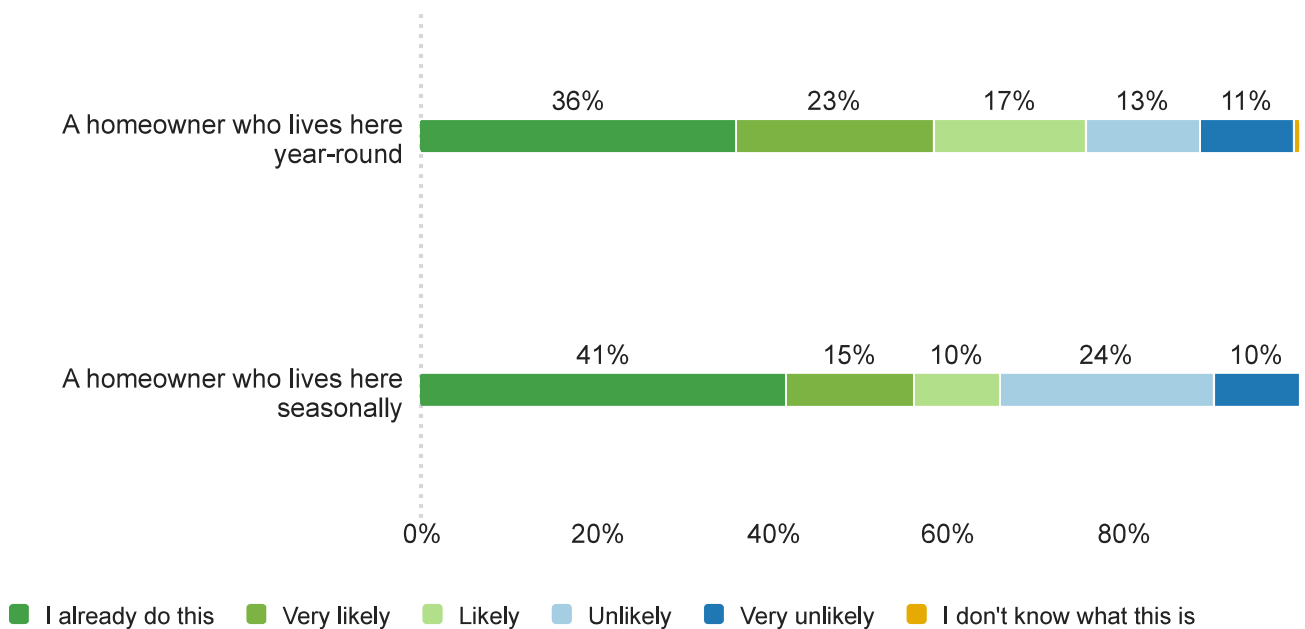
Switch from gas to electric for more efficient heating and cooling

210 Responses

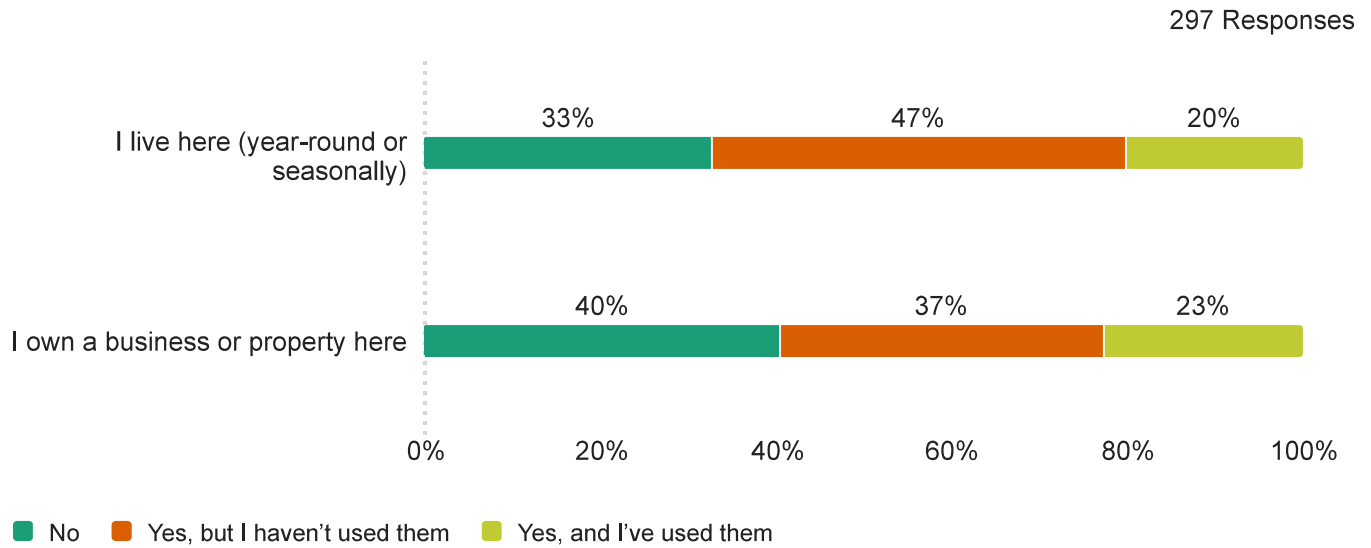


Replace grass with native plants

209 Responses

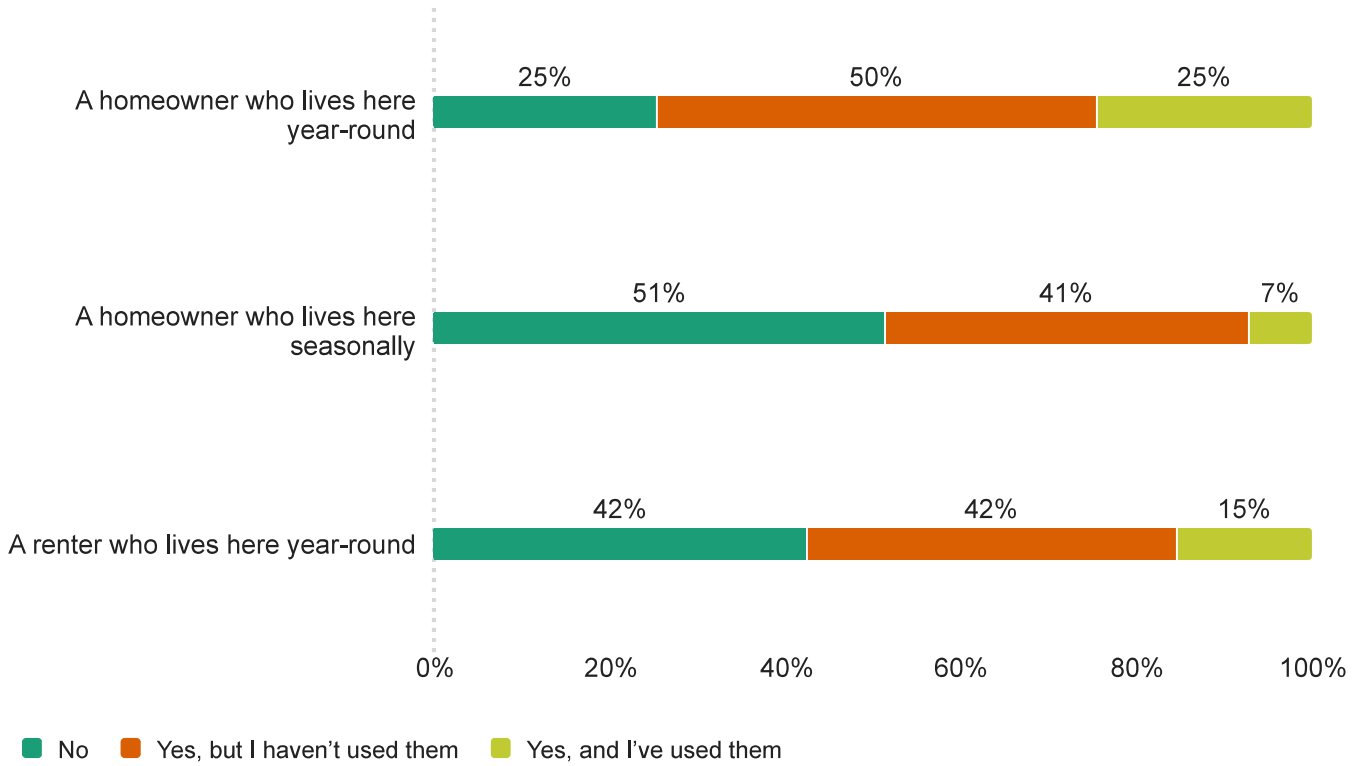


Before taking this survey, were you aware that the Town of Frisco offers grants, rebates through High Country Conservation Center, and free resources to community members and businesses to help them adopt climate action practices? (By relationship to Town)



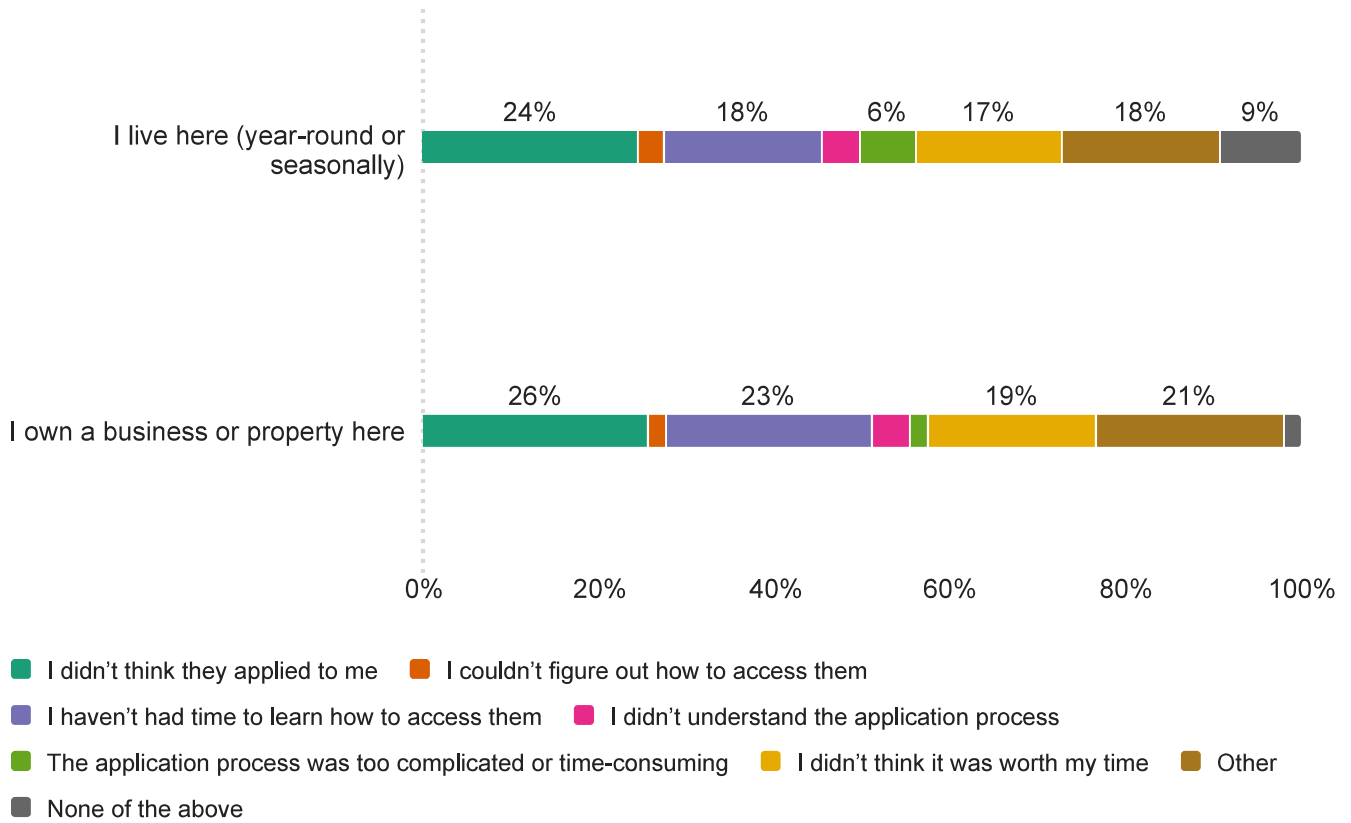
Before taking this survey, were you aware that the Town of Frisco offers grants, rebates through High Country Conservation Center, and free resources to community members and businesses to help them adopt climate action practices? (by homeownership status)

245 Responses



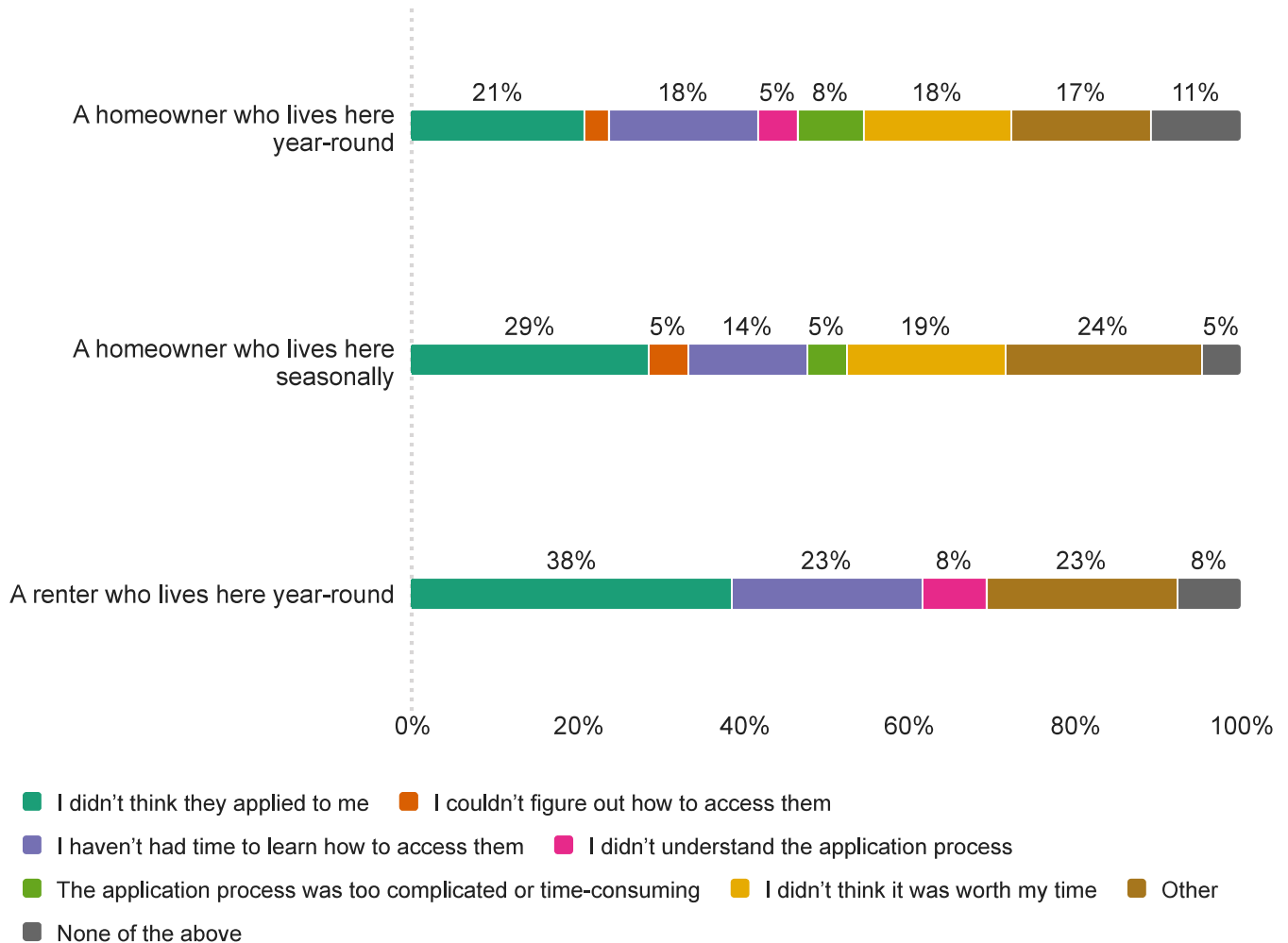
You said you haven't used the Town's grants, rebates, and/or free resources to support climate action practices. Why not? Check all that apply. (by relationship to Town)

128 Responses

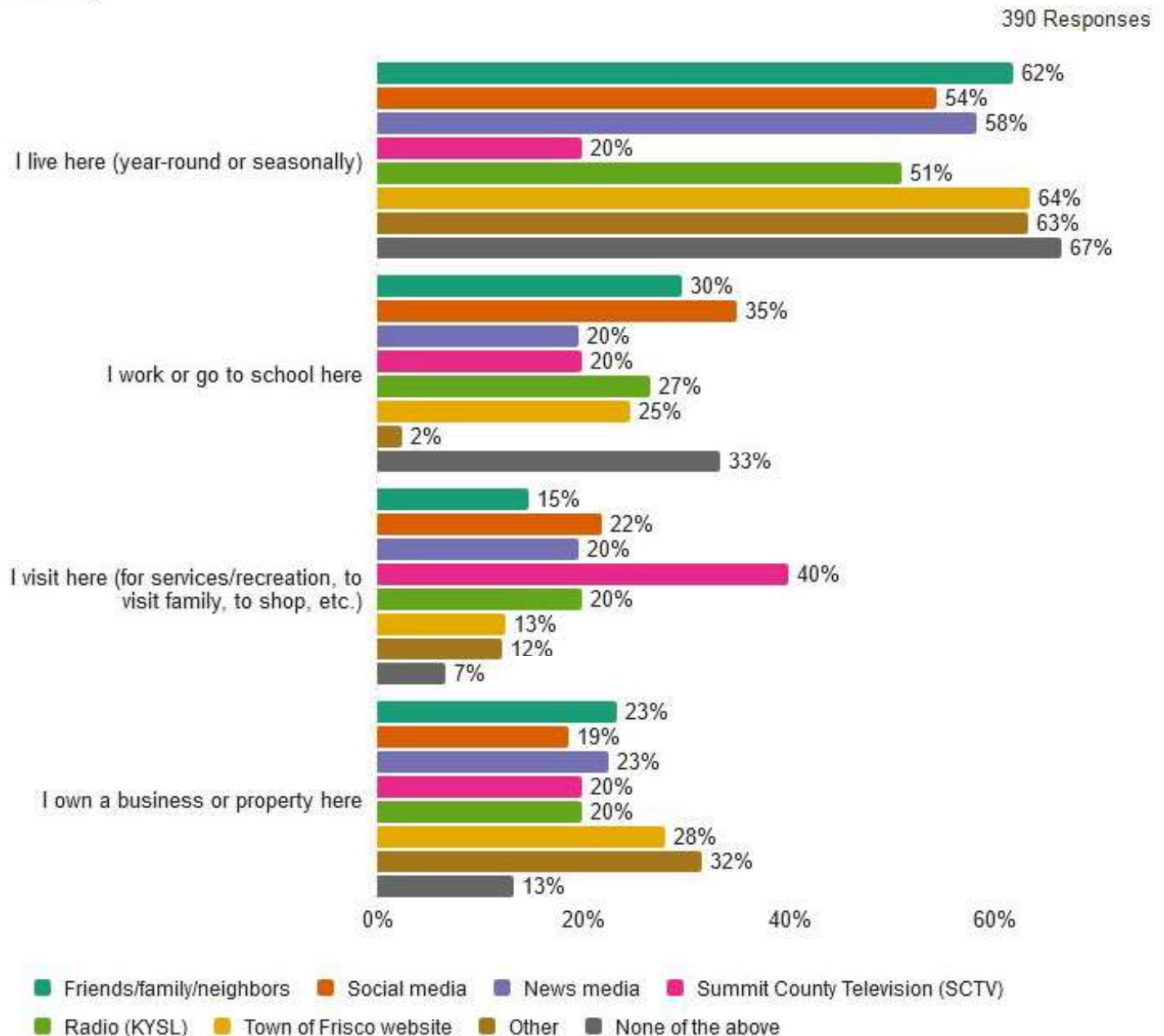


You said you haven't used the Town's grants, rebates, and/or free resources to support climate action practices. Why not? Check all that apply. (by homeownership status)

115 Responses

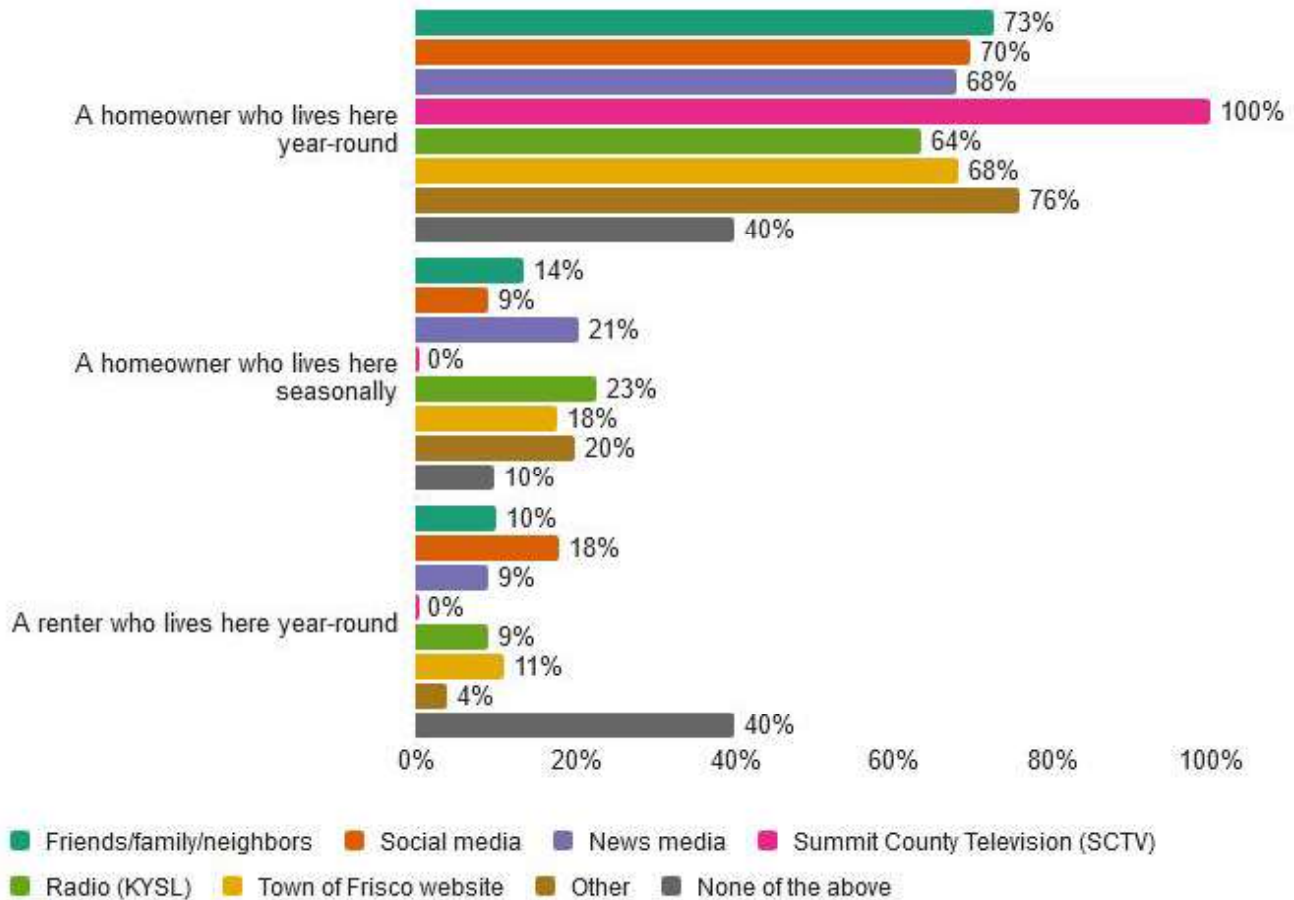


Who/where do you go to for information or resources about Town of Frisco programs and activities? Check all that apply. (by relationship to Town)



Who/where do you go to for information or resources about Town of Frisco programs and activities? Check all that apply. (by homeownership status)

244 Responses





TO: Mayor and Town Council
FROM: Addison Canino, Capital Projects Senior Manager
RE: Resolution 25-34: A RESOLUTION FOR OWNER'S ADVISOR AND CONSTRUCTION ADMINISTRATION SERVICES AGREEMENT FOR WELL #7 PFAS TREATMENT FACILITY CONSTRUCTION WITH PLUMMER ASSOCIATES, INC.
DATE: October 14, 2025

Summary & Background:

In the spring of 2020, the Town of Frisco opted to enter voluntary water sampling, with the CDPHE (Colorado Department of Public Health and Environment), to study the presence of PFAS (per- and polyfluoroalkyl substances) in drinking water throughout the state of Colorado. During the first round of sampling and testing, in April of 2020, the results of those samples showed low levels of PFAS was detected in Well #7 located at the Frisco Adventure Park. After this discovery, Town staff engaged with water engineering firms with the goals to better study the chemical concentrations and identify issues in the water chemistry more clearly. Well #7 was taken offline at that time and remains offline. Once the long term data was received a small-scale pilot testing assembly was designed, which helped get the Water Department one step closer to determining the best pathway forward towards treatment and getting this integral piece of the Town's water system back online and producing.

Since 2021, the Town of Frisco Water Department has been working with Plummer (Plummer Associates, Inc.) on developing a remediation plan for PFAS removal from Well #7. Throughout that time Plummer has assisted with ensuring that Frisco has been in alignment with testing requirements and assisting with pilot program data collection for the best possible filter media associated with scrubbing the well water of PFAS contaminants. The pilot program concluded in 2024 with a filter media of GAC (granular activated carbon) being selected as the best usage for this application.

Following completion of the engineering study and selection of the filter media, the Town authorized an expanded scope of services with Plummer & Associates to initiate design of the new water treatment facility. This phase requires detailed planning to integrate the treatment process within the site's limited space and existing buried utilities.

Analysis:

Since Plummer's engagement with the Town's water system, their staff has been able to know and understand the Town's water system and have previously worked with Town staff on other projects in the past at the Town's water treatment facility improving the headworks. Their integral knowledge of this water system has allowed them to concurrently work with the water Superintendent and staff to ensure that any future PFAS treatment will be constructed in a manner that best fits the Town's system, in addition to what is best for the longevity of the treatment system to be constructed. After the evaluation of the piloting filter's performance (noted above) with Town staff, the life cycle costs, handling, and

disposal considerations, GAC was selected as the preferred treatment technology for a full-scale PFAS removal facility.

With a construction project of this size and scope, utilizing the services of an engineering firm that knows the Town's water system and has developed the construction documents for the project, ensures that the Town will be protected throughout the bidding process all the way to project closeout. Plummer's scope of work outlined in this agreement is as follows; management of engineering services, preconstruction services to include bidding/proposal assistance, construction administration services which include reviews for RFI's, pay applications, loan compliance, field visits and inspections, materials testing reviews, and project close out. Any additional services may be requested, in writing, in accordance with the proposed fee scheduled in the agreement.

Working with Town staff, Plummer will provide another layer of assurance to the Council and the community that this project is being conducted in the most efficient and effective manner possible. As the Town has seen on other projects, this investment, coupled with the daily oversight of Town staff, creates a system where projects can be done on time and on budget.

Financial Impact:

Plummer's proposal for Owner's Advisor and Construction Administration services is not to exceed \$840,684.96, which is well within the overall PFAS Mitigation project budget of \$10,000,000. In June 2024, the Town applied to the State Revolving Fund (SRF) and successfully advanced through the program's rigorous review process, resulting in the award of \$8,200,000 with 100% principal forgiveness. To ensure project costs are well understood and managed, the Town retained a 3rd-party firm to perform a pre-construction services analysis once the engineering and design plans reached 60% completion. This analysis provided additional insight into project needs, verified anticipated costs, and supported effective financial planning and oversight for the PFAS mitigation project.

Environmental Sustainability:

This project is being done in a manner that will ensure best practices for the awarded contractor for the project, and having Plummer's assistance on this will only help Town staff to keep this project on track with budget and quality assurance.

Alignment with Strategic Plan:

This project aligns with the Quality Core Services of the Town's Strategic Plan by enhancing and continuing to provide the highest quality, safest and most dependable drinking water possible. Plummer will assist staff in ensuring that this project remains on budget and is aligned with the budget remaining balanced.

Staff Recommendation:

Chapter 9-3F of Town Code states that the Council can approve a contract without a competitive bid process in instances where specialized knowledge and/or experience, in this case, the Town's water system and PFAS treatment systems, staff proposed a sole source agreement with Plummer Associates, Inc. to the Town Manager, which he accepted. With Town Manager approval to bring this to the Council staff recommends the adoption of Resolution 25-34: Owner's Advisor and Construction Administration Services Agreement for Well #7 PFAS Treatment Facility and authorize the Mayor to execute a contract with Plummer Associates Inc., for the Owner's Advisor and Construction Administration Services Agreement for Well #7 PFAS Treatment Facility Construction.

Reviews and Approvals:

Addison Canino, Capital Projects Senior Manager
Josh Southworth, Public Works Director
Leslie Edwards, Finance Director
Diane McBride, Assistant Town Manager
Tom Fisher, Town Manager

Created/Initiated - 10/6/2025
Approved - 10/6/2025
Approved - 10/7/2025
Approved - 10/7/2025
Final Approval - 10/7/2025

Attachments:

1. Attachment 1 - PFAS Well #7 Treatment Facility Construction Services Agreement Approval
2. Attachment 2 - PFAS Well #7 Treatment Facility Construction Services Agreement

**Town of Frisco
County of Summit
State of Colorado**

Resolution 25-34

**A RESOLUTION FOR OWNER'S ADVISOR AND CONSTRUCTION ADMINISTRATION SERVICES
AGREEMENT FOR WELL #7 PFAS TREATMENT FACILITY CONSTRUCTION WITH PLUMMER
ASSOCIATES, INC.**

WHEREAS, the Town Council has prioritized Core Services: maintaining and enhancing infrastructure as a water utility provider to residents and guests to Frisco; and

WHEREAS, Town staff has continued to work with Plummer Associates, Inc. to study, analyze, and implement a treatment pathway to ensure safe drinking water coming from Well #7; and

WHEREAS, there are sufficient sums of money budgeted in the Water Fund for this contract, in addition to the 100% forgivable loan from the State Revolving Fund to facilitate the construction of this facility; and

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

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to execute the attached contract with PLUMMER ASSOCIATES, INC., as set forth therein, at a cost of EIGHT HUNDRED FORTY THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS AND NINETY-SIX CENTS (\$840,684.96).

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 14TH DAY OF OCTOBER, 2025.

TOWN OF FRISCO:

Frederick Ihnken, Mayor

ATTEST:

Stacey Nell, Town Clerk

SHORT FORM OF AGREEMENT BETWEEN OWNER AND CONSULTANT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between **Town of Frisco** (“Owner”) and **Plummer Associates, Inc.** (“Consultant”).

Owner’s Project, of which Consultant’s services under this Agreement are a part, is generally identified as follows: Construction of the Well 7 PFAS Mitigation project, which includes a new treatment building for granular activated carbon vessels, utility piping, site civil work, and associated disciplines (“Project”).

Consultant’s services under this Agreement are generally identified as follows: Owner’s Advisor services and construction administration services, including coordination with the funding entity, for the duration of Project construction (“Services”). Refer to Exhibit A for the scope of services.

Owner and Consultant further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Consultant shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Consultant shall furnish services in addition to those set forth above (“Additional Services”).
- B. Consultant shall complete its Services within the following specific time period: **486 calendar days**; refer to Exhibit C for schedule. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time.
- C. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant’s Services is impaired, or Consultant’s Services are delayed or suspended, then the time for completion of Consultant’s Services, and the rates and amounts of Consultant’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant’s invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Consultant may, after giving seven days written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Consultant for any such suspension.
- B. *Payment:* As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner

disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Owner shall pay Consultant for Services as follows:

An amount equal to the monthly cumulative hours charged to the Project by each class of Consultant's employees times standard hourly rates for each applicable billing class, plus reimbursement of monthly expenses incurred in connection with providing the Services and Consultant's consultants' charges, if any.

Consultant's Standard Hourly Rates are attached as Appendix 1.

The total compensation for Services and reimbursable expenses is not to exceed **\$840,684.96**. Refer to Exhibit D for basis of fee.

B. Annual Appropriation.

Nothing in this Agreement is intended or shall be deemed or construed as creating any multiple-fiscal year direct or indirect debt or financial obligation on the part of the Owner within the meaning of Colorado Constitution Article X, Section 20 or any other constitutional or statutory provision. All financial obligations of the Owner under this Agreement are subject to annual budgeting and appropriation by the governing body of the Owner, the Town of Frisco Town Council, in its sole discretion. Notwithstanding anything in this Agreement to the contrary, in the event of non-appropriation, this Agreement shall terminate as if terminated by the Owner for its convenience under section 3.01.B. below.

2.03 *Additional Services:* For Additional Services, Exhibit B will be used. Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by each class of Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Consultant's consultants' charges, if any. Consultant's standard hourly rates are attached as Appendix 1.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Consultant for its services is a substantial failure to perform and a basis for termination.
- b. By Consultant:
 - 1) upon seven days written notice if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Consultant's Services are delayed for more than 90 days for reasons beyond Consultant's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Consultant shall have no liability to Owner on account of a termination for cause.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience, by Owner effective upon Consultant's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Consultant will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Consultant's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

5.01 *Insurance*

- A. Consultant will procure and maintain the following insurance coverage for Workers' Compensation, General Liability, Professional Liability, and Automobile Liability and will provide certificates of insurance.

Coverage	Policy limits of not less than:
Workers' Compensation	
State	\$1,000,000
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000
Professional Liability	
Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

6.01 *Additional Insureds:*

- A. Owner shall cause Consultant, its Subconsultants, and its Consultant's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project.

- The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

Plummer Associates, Inc.
Consultant

Eidos Architects, BCER Engineering, Repella Consulting Engineers, Inc.
Consultant's Subconsultant

- During the term of this Agreement the Consultant shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- The Owner shall be listed on Consultant's general liability policy.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to such Contractor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Contractor.
- C. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work.
- D. Consultant's opinions (if any) of probable construction cost are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from OPCC(s) prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Consultant or its consultants.
- F. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;

any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, employees, and consultants;

To the extent permitted by law, if permitted at all, Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and such limited license to Owner shall not create any rights in third parties.

- G. Owner and Consultant may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Consultant waive against each other, and the other's employees, officers, directors, members, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Consultant's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. If an event or circumstance beyond the Consultant's reasonable control occurs, including without limitation an act of God, fire, flood, hurricane, wind event, storm, weather disturbance, earthquake, or other causes that are beyond the reasonable control of the Consultant, whether similar or dissimilar to any of the foregoing, that cause the Consultant delay or additional expense ("*Force Majeure* Event"), then the Consultant is entitled to an equitable adjustment in the contract price or time for performance, or both. If any Force Majeure Event renders Consultant's performance impossible or impracticable, Consultant has the right to terminate performance under this Agreement consistent with any termination requirements that might exist in this Agreement. Upon occurrence of a **Force Majeure** Event, Consultant will notify Owner within a reasonable time that a Force Majeure Event has occurred and its anticipated impact on the Consultant's performance, including its expected duration. Consultant will use reasonable good-faith efforts to mitigate the impact of any *Force Majeure* Event on Consultant's ability to perform under this Agreement.

8.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. Exhibit B will be used for Amendments to this Agreement.

9.01 *Definitions*

- A. *Contractor*—Any person or entity (not including the Consultant, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

10.01 *Appendix to Agreement*

Appendix 1, Consultant's Standard Hourly Rates

11.01 *Exhibits to Agreement*

Exhibit A – Scope of Services

Exhibit B – Amendment to Owner-Consultant Agreement

Exhibit C – Schedule

Exhibit D – Basis of Fee

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Frisco

Consultant: Plummer Associates, Inc.

By: _____

Print name: _____

Title: _____

Date Signed: _____

By: _____

Print name: Patrick O'Brien

Title: Principal, Area Leader

Date Signed: October 9, 2025

Address for Owner's receipt of notices:

Address for Consultant's receipt of notices:

102 School Road

Frisco, CO 80443

1221 Auraria Parkway

Denver, CO 80204

This is **Appendix 1, Consultant's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Consultant for Professional Services.

Consultant's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

B. Schedule of Rates: See next page.



HOURLY FEE SCHEDULE

2025

Description	2025 Mountain West Bill Rate
Principal	340.00
Subject Matter Expert	300.00
Principal Construction Manager	300.00
Senior Project Manager	300.00
Senior Project Manager Engineer Scientist	245.00
Geospatial Manager	240.00
Project Manager Engineer Scientist	215.00
Senior Staff Professional	220.00
CAD Manager	185.00
Project Engineer Scientist	170.00
Senior CAD	155.00
Senior Geospatial	165.00
Senior Admin	115.00
Staff Professional	140.00
Staff Engineer Scientist	145.00
Staff Geospatial	110.00
Staff CAD	125.00
Intern Engineer Scientist	85.00

- Billing rates may be adjusted by up to 5 percent annually (at the beginning of each calendar year) during the term of this agreement.
- A multiplier of 1.15 will be applied to all direct expenses.
- Fleet Vehicles charge at \$1,500 per month, \$150 per day.
- A technology charge will be billed at \$5 per labor hour.

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Consultant shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. Project Monitoring and Control: review and deliver monthly invoices, perform monthly project management tasks, including Owner and Contractor miscellaneous coordination.
- B. Coordination with Funding Agency: Approximately three hours per week allowance for coordination with funding agency to provide project status updates, provide requested documents, and other miscellaneous coordination.

1.02 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Consultant shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued;
 - 2. Attend one, in-person pre-bid conference.
 - 3. Prepare and issue up to three addenda as appropriate to clarify, correct, or change the issued documents.
 - 4. If the issued documents require, the Consultant shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
 - 5. Review proposals and prepare proposal scoring and tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
 - 6. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
 - 7. Consult with Owner as to the qualifications of prospective contractors.
 - 8. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 9. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

10. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:

a. Assist in preparation of Town Council meeting materials.

11. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.03 Construction Phase

A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Consultant and Owner shall discuss, resolve, and document any necessary revisions to Consultant's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Consultant's services, resulting from specific modifications to the Project.

1. Consultant shall be responsible only for those Construction Phase services expressly required of Consultant in Exhibit A.

2. Owner waives all claims against Consultant and its officers, directors, members, partners, employees, and Subconsultants, and Consultant's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Consultant in Exhibit A. Notwithstanding the foregoing waiver, Consultant shall be responsible for any professional opinions and interpretations provided by Consultant to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.

B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Consultant shall provide the following services:

1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Consultant shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Consultant.

a. If the responsibilities of Consultant as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Consultant in Exhibit A, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Consultant for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than

Consultant) responsible for the additional responsibilities in the Construction Contract.

- b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Consultant in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Consultant, or if Owner requires Consultant's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Consultant for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Consultant shall not be required to furnish or perform services contrary to Consultant's responsibilities as a licensed professional.
- 2. Prepare Conformed Documents: Conform contract documents, including the Contractor's agreement documents, technical specifications, and drawings to include addenda and executed documents.
 - 3. Pre-Construction Conference: Participate in a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 - 4. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Consultant, and Contractor shall jointly develop such protocols.
 - 5. Original Documents: If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Consultant and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 - 6. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Consultant, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Consultant's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Consultant as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Consultant responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.

- 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
7. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Consultant's judgment are necessary to enable Contractor to proceed.
8. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Consultant for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.
9. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Consultant deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and observations, Consultant will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Consultant shall keep Owner informed of the progress of the Work. Consultant will make a report of Consultant's visit, summarizing Consultant's general observations and any significant findings.
 - b. The quantity of site visits included in the scope are as follows:
 - 1) Process Engineer(s): One hundred and thirty-seven (137) visits total (average of 1.5 days/week), including substantial and final completion walkthroughs.
 - 2) Electrical Engineer(s): Twenty-one (21) visits total (average of 1 day/month) and substantial and final completion walkthroughs
 - 3) Structural Engineer(s): Three (3) visits total, including substantial and final completion walkthroughs
 - 4) Mechanical and Plumbing Engineer(s): four (4) visits total, including substantial and final completion walkthroughs
 - 5) Architect: three (3) visits total, including substantial and final completion walkthroughs
 - c. The purpose of Consultant's visits to the Site will be to enable Consultant to better carry out the duties and responsibilities assigned to by this amendment and undertaken by Consultant during the Construction Phase, and, in addition, by the exercise of Consultant's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will

conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Consultant will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, for security or safety at the Site, for safety precautions and programs incident to any Contractor's work in progress, for the coordination of the Contractors' work or schedules, nor for any failure of any Contractor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. Defective Work: If, on the basis of Consultant's observations or as indicated in documentation available to Consultant, Consultant believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Consultant will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Consultant's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Consultant shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Consultant's authority to provide this information to Owner or Consultant's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Consultant to Contractors, Subcontractors, material and equipment suppliers, or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
11. Compatibility with Design Concept: If Consultant has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision

on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

- a. Up to fifty (50) RFIs are included in the scope, inclusive of all disciplines.
13. Non-reviewable Matters: If a submitted matter in question concerns the Consultant's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Consultant will promptly give written notice to Owner and Contractor that Consultant will not provide a decision or interpretation.
14. Field Orders: Subject to any limitations in the Construction Contract Documents, Consultant may prepare and issue Field Orders requiring minor changes in the Work.
15. Change Orders and Work Change Directives: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. Change Proposals and Claims
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Consultant will notify the parties that the Consultant will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
17. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Consultant's obligations under this Agreement.
18. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Consultant shall meet any Contractor's Submittal schedule that Consultant has accepted.
 - a. Up to one-hundred and five (105) submittals and up to forty (40) resubmittals are included in this scope, inclusive of all disciplines.

19. Substitutes and “Or-equals”: Evaluate and determine the acceptability of substitute or “or-equal” materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.
20. Inspections and Tests
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Consultant’s review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Consultant shall be entitled to rely on the results of such inspections and tests.
 - b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
 - c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
 - d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
21. Contractor’s Applications for Payment: Based on Consultant’s observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Consultant recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Consultant’s representation to Owner, based on such observations and review, that, within the limits of Consultant’s knowledge, information and belief, Contractor’s Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor’s being entitled to such payment appear to have been fulfilled in so far as it is Consultant’s responsibility to observe the Work. In the case of unit price Work, Consultant’s recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity

of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. Neither Consultant's review of Contractor's Work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. Contractor's Completion Documents: Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Consultant's review of record documents will be to check that Contractor has submitted a complete set of those documents that Contractor is required to submit.
23. Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. Other Tasks: Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Attend bi-weekly construction progress meetings. Meetings to be scheduled and facilitated by Contractor.
25. Completion and Acceptability of the Work: After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;

- b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Consultant is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Consultant's knowledge, information, and belief, and based on the extent of the services provided by Consultant under this Agreement.
 - 26. Standards for Certain Construction-Phase Decisions: Consultant will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Consultant will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
 - C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Consultant for final payment to Contractor. Subject to the provisions of Article 3, Consultant shall be entitled to an equitable increase in compensation if Construction Phase services are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- 1.04 Post-Construction Phase
- A. Upon written authorization from Owner during the Post-Construction Phase, Consultant shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Consultant shall advise Owner that Consultant is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Consultant need not request or obtain specific advance written authorization from Owner. Consultant shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
 2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project;
 - c. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - d. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Consultant for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Implement coordination of Consultant's services with other parts of the Project that are not planned or designed by Consultant or its Subconsultants, unless Owner furnished to Consultant substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Consultant's services will be part of Basic Services.

6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Consultant, or above-ground utilities tasks that are assigned to Consultant as the Project progresses (but not including the design-related services already assigned to Consultant as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Consultant and its staff with those terms of Owner's or Contractor's safety program provided to Consultant subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Consultant will comply with provisions applicable to Consultant, and Owner will compensate Consultant as Additional Services for Consultant's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Consultant's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Consultant shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Consultant to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Consultant's control.
6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1.
7. Services required as a result of Owner's providing incomplete or incorrect Project information to Consultant.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Consultant's Subcontractors for other than Basic Services.
11. Assist Owner in obtaining data or services needed for the scope of services.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

13. Services during out-of-town travel required of Consultant, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
19. Any services by Consultant in connection with Owner or Consultant providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Consultant; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Consultant to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Consultant).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Consultant to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Consultant not otherwise provided for in this Agreement.

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. **Enter Amendment Number**

Owner: **Name of Consultant**
consultant: **Name of Subconsultant**
Project: **Name of Project**
Effective Date of Owner-Consultant Agreement: **Effective Date**
Nature of Amendment: (Check those that apply)
☐ Additional Services to be performed by Consultant
☐ Modifications to services of Consultant
☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Consultant
☐ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed (i.e., description of Additional Services, modifications to Responsibilities, Schedule modification). Use an attachment if necessary. Include cost breakdown and documentation, if applicable

Agreement Summary:

Original agreement amount: \$

Net change for prior amendments: \$

This amendment amount: \$

Adjusted Agreement amount: \$

Change in time for services (days or date, as applicable):

Owner and Consultant hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **Enter Effective Date of Amendment**. The Engineer and Consultant acknowledge that this Agreement shall not become enforceable until approved by **INSERT AGENCY OR OWNER, OTHERWISE OMIT**.

Owner

Consultant

(typed or printed name of organization)

Plummer Associates, Inc.

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

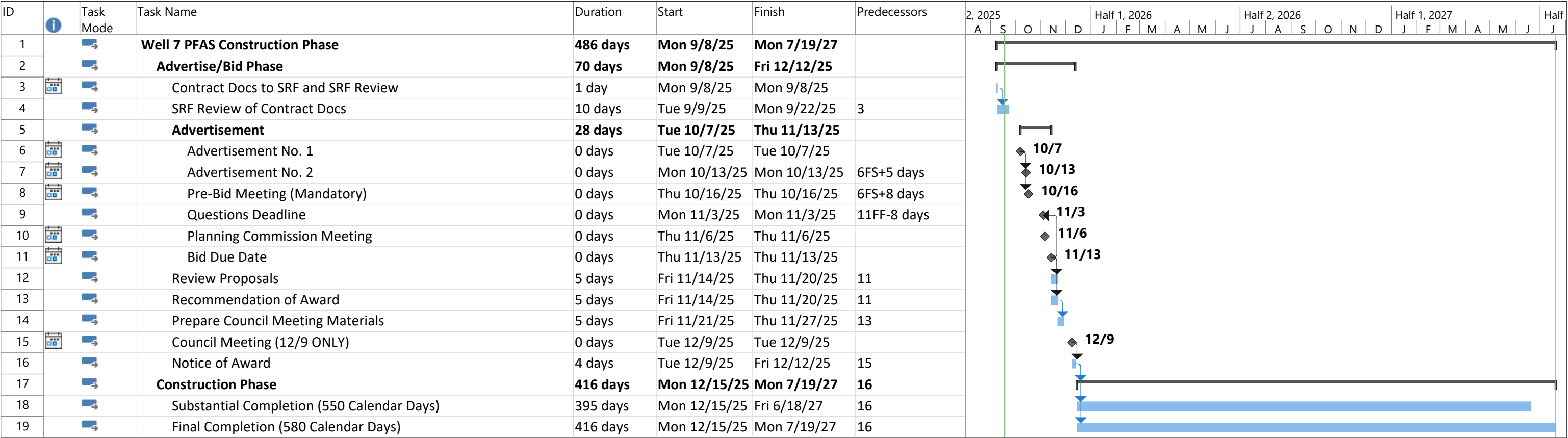
Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

EXHIBIT C - SCHEDULE



Project: Amendment 1 Schedule
Date: Thu 9/18/25

Task

Project Summary

Split

Inactive Task

Milestone

Inactive Milestone

Summary

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

EXHIBIT D - BASIS OF FEE

Project Planning - Plummer

From: 9/1/2025 To: 8/31/2028

Project: 4131-006-01 Frisco Well 7 PFAS Construction Administration Services-Frisco Well 7 PFAS Construction Administration Services PIC: OBrien, Patrick

Client: 4131 Town of Frisco

PM: Gertig, Taylor

WBS Budget	Bgt Hrs.	Bgt Labor	Bgt ODC	Budget CNS	Total Budget
4131-006-01 Frisco Well 7 PFAS Construction Administration Services-Frisco Well 7 PFAS Construction Administration Services	3,991.06	\$752,172.46	\$26,412.50	\$62,100.00	\$840,684.96
A Bid Assistance	245.00	\$40,939.78	\$125.00	\$0.00	\$41,064.78
01 Pre-Bid Meeting	19.00	\$3,226.12	\$125.00	\$0.00	\$3,351.12
02 Addendum (3)	94.00	\$15,666.56	\$0.00	\$0.00	\$15,666.56
03 Bid Review and Recommendation	22.00	\$3,989.94	\$0.00	\$0.00	\$3,989.94
04 Conform Design Documents	110.00	\$18,057.16	\$0.00	\$0.00	\$18,057.16
B Project Administration	920.48	\$202,131.08	\$0.00	\$0.00	\$202,131.08
01 Project Management Owner and CMAR Coordination	292.99	\$69,428.39	\$0.00	\$0.00	\$69,428.39
02 Project Monitoring & Control, Invoice Reviews	61.03	\$17,785.28	\$0.00	\$0.00	\$17,785.28
03 4 x Month Internal Status Checks	311.50	\$64,400.42	\$0.00	\$0.00	\$64,400.42
04 SRF Documentation and Coordination	254.97	\$50,516.99	\$0.00	\$0.00	\$50,516.99
C Construction Administration	2,825.58	\$509,101.60	\$26,287.50	\$62,100.00	\$597,489.10
01 Pre-Construction Conference	19.00	\$3,829.96	\$125.00	\$0.00	\$3,954.96
02 Periodic Observation by Engineer (avg. 1.5 day/week)	1,525.06	\$277,304.20	\$26,162.50	\$0.00	\$303,466.70
03 Bi-Monthly Construction Progress Meetings	140.03	\$28,451.01	\$0.00	\$0.00	\$28,451.01
04 Plummer Submittal Review (up to 80 shop drawings including O&M)	536.49	\$87,212.67	\$0.00	\$0.00	\$149,312.67
05 Plummer Resubmittal Review (up to 40 shop drawings including O&M)	123.02	\$20,567.81	\$0.00	\$0.00	\$20,567.81
06 Sub Submittal/Resubmittal Review (up to 25 submittals/resubmittals)	66.14	\$10,036.37	\$0.00	\$0.00	\$10,036.37
07 Plummer RFIs (25)	63.94	\$12,173.01	\$0.00	\$0.00	\$12,173.01
08 Subconsultant RFIs (25)	18.99	\$3,406.72	\$0.00	\$0.00	\$3,406.72
09 Construction Contract Modifications (up to 3)	41.95	\$8,330.63	\$0.00	\$0.00	\$8,330.63
10 Pay Applications	75.97	\$15,143.90	\$0.00	\$0.00	\$15,143.90
11 Substantial & Final Review	48.00	\$10,319.40	\$0.00	\$0.00	\$10,319.40
12 Record "As-built" Drawings	119.00	\$21,344.80	\$0.00	\$0.00	\$21,344.80
13 Post-Construction Phase Support	48.00	\$10,981.12	\$0.00	\$0.00	\$10,981.12
14 Subconsultants	0.00	\$0.00	\$0.00	\$62,100.00	\$0.00

Project Planning - Plummer

From: 9/1/2025 To: 8/31/2028

Allocated Labor	Hrs.	Amount
4131-006-01 Frisco Well 7 PFAS Construction Administration Services-Frisco Well 7 PFAS Construction Administration Services	3,991.06	\$ 752,172.46
A Bid Assistance	245.00	\$ 40,939.78
01 Pre-Bid Meeting	19.00	\$ 3,226.12
Electrical Engineer III	8.00	\$ 1,356.12
Project Engineer/Scientist	11.00	\$ 1,870.00
02 Addendum (3)	94.00	\$ 15,666.56
Designer/Technician III	24.00	\$ 3,719.93
Electrical Engineer III	8.00	\$ 1,356.33
Engineer/Scientist in Training I	16.00	\$ 2,320.08
Programmer	2.00	\$ 429.87
Project Engineer/Scientist	20.00	\$ 3,400.11
Project Manager I	8.00	\$ 1,960.35
Senior Designer/Technician	16.00	\$ 2,479.89
03 Bid Review and Recommendation	22.00	\$ 3,989.94
Engineer/Scientist in Training I	8.00	\$ 1,159.98
Project Engineer/Scientist	8.00	\$ 1,359.96
Project Manager I	6.00	\$ 1,470.00
04 Conform Design Documents	110.00	\$ 18,057.16
Designer/Technician III	32.00	\$ 4,959.98
Electrical Engineer III	6.00	\$ 1,017.20
Engineer/Scientist in Training I	16.00	\$ 2,319.90
Project Engineer/Scientist	24.00	\$ 4,080.01
Project Manager I	8.00	\$ 1,960.09
Senior Designer/Technician	24.00	\$ 3,719.98
B Project Administration	920.48	\$ 202,131.08
01 Project Management Owner and CMAR Coordination	292.99	\$ 69,428.39
Project Engineer/Scientist	84.99	\$ 15,336.14
Project Manager I	208.00	\$ 54,092.25
02 Project Monitoring & Control, Invoice Reviews	61.03	\$ 17,785.28
Principal II	19.01	\$ 6,859.59
Project Manager I	42.02	\$ 10,925.69
03 4 x Month Internal Status Checks	311.50	\$ 64,400.42
Electrical Engineer III	41.52	\$ 7,489.39
Engineer/Scientist in Training I	82.99	\$ 12,771.84
Principal II	21.01	\$ 7,581.90
Project Engineer/Scientist	82.99	\$ 14,975.15
Project Manager I	82.99	\$ 21,582.14

Project Planning - Plummer

From: 9/1/2025 To: 8/31/2028

Allocated Labor	Hrs.	Amount
04 SRF Documentation and Coordination	254.97	\$ 50,516.99
<i>Engineer/Scientist in Training I</i>	84.99	\$ 13,079.08
<i>Project Engineer/Scientist</i>	84.99	\$ 15,336.14
<i>Project Manager I</i>	84.99	\$ 22,101.77
C Construction Administration	2,825.58	\$ 509,101.60
01 Pre-Construction Conference	19.00	\$ 3,829.96
<i>Project Engineer/Scientist</i>	11.00	\$ 1,870.00
<i>Project Manager I</i>	8.00	\$ 1,959.96
02 Periodic Observation by Engineer (avg. 1.5 day/week)	1,525.06	\$ 277,304.20
<i>Electrical Engineer III</i>	200.01	\$ 36,083.49
<i>Engineer/Scientist in Training I</i>	40.02	\$ 6,160.36
<i>Project Engineer/Scientist</i>	1,245.00	\$ 224,653.23
<i>Project Manager I</i>	40.02	\$ 10,407.12
03 Bi-Monthly Construction Progress Meetings	140.03	\$ 28,451.01
<i>Electrical Engineer III</i>	40.02	\$ 7,219.26
<i>Project Engineer/Scientist</i>	59.99	\$ 10,824.63
<i>Project Manager I</i>	40.02	\$ 10,407.12
04 Plummer Submittal Review (up to 80 shop drawings including O&M)	536.49	\$ 87,212.67
<i>Electrical Engineer III</i>	84.00	\$ 15,143.14
<i>Engineer/Scientist in Training I</i>	286.99	\$ 44,139.08
<i>Programmer</i>	7.01	\$ 1,600.26
<i>Project Engineer/Scientist</i>	54.99	\$ 9,915.44
<i>Project Manager I</i>	27.50	\$ 7,146.17
<i>Sr. Admin Staff</i>	75.99	\$ 9,268.58
05 Plummer Resubmittal Review (up to 40 shop drawings including O&M)	123.02	\$ 20,567.81
<i>Electrical Engineer III</i>	20.00	\$ 3,607.08
<i>Engineer/Scientist in Training I</i>	82.01	\$ 12,614.14
<i>Project Engineer/Scientist</i>	13.99	\$ 2,522.49
<i>Project Manager I</i>	7.01	\$ 1,824.10
06 Sub Submittal/Resubmittal Review (up to 25 submittals/resubmittals)	66.14	\$ 10,036.37
<i>Electrical Engineer III</i>	11.98	\$ 2,030.87
<i>Engineer/Scientist in Training I</i>	48.01	\$ 6,960.01
<i>Project Engineer/Scientist</i>	6.16	\$ 1,045.49
07 Plummer RFIs (up to 25)	63.94	\$ 12,173.01
<i>Electrical Engineer III</i>	7.99	\$ 1,441.68
<i>Engineer/Scientist in Training I</i>	11.98	\$ 1,842.32
<i>Project Engineer/Scientist</i>	31.99	\$ 5,772.86
<i>Project Manager I</i>	11.98	\$ 3,116.15

Project Planning - Plummer

From: 9/1/2025 To: 8/31/2028

Allocated Labor	Hrs.	Amount
08 Sub RFIs (up to 25)	18.99	\$ 3,406.72
<i>Project Engineer/Scientist</i>	18.99	\$ 3,406.72
09 Construction Contract Modifications (up to 3)	41.95	\$ 8,330.63
<i>Electrical Engineer III</i>	5.99	\$ 1,080.69
<i>Project Engineer/Scientist</i>	11.98	\$ 2,162.04
<i>Project Manager I</i>	11.98	\$ 3,116.15
<i>Senior Designer/Technician</i>	11.99	\$ 1,971.75
10 Pay Applications	75.97	\$ 15,143.90
<i>Electrical Engineer III</i>	18.99	\$ 3,408.45
<i>Project Engineer/Scientist</i>	37.99	\$ 6,821.23
<i>Project Manager I</i>	18.99	\$ 4,914.22
11 Substantial & Final Review	48.00	\$ 10,319.40
<i>Electrical Engineer III</i>	16.00	\$ 2,998.80
<i>Project Engineer/Scientist</i>	16.00	\$ 2,998.80
<i>Project Manager I</i>	16.00	\$ 4,321.80
12 Record "As-built" Drawings	119.00	\$ 21,344.80
<i>Designer/Technician III</i>	56.00	\$ 9,569.92
<i>Electrical Engineer III</i>	6.00	\$ 1,124.64
<i>Project Engineer/Scientist</i>	19.00	\$ 3,561.12
<i>Project Manager I</i>	6.00	\$ 1,620.64
<i>Senior Designer/Technician</i>	32.00	\$ 5,468.48
13 Post-Construction Phase Support	48.00	\$ 10,981.12
<i>Project Engineer/Scientist</i>	24.00	\$ 4,498.40
<i>Project Manager I</i>	24.00	\$ 6,482.72

Reimbursable Expenses (ODC)	Amount
4131-006-01 Frisco Well 7 PFAS Construction Administration Services-Frisco Well 7 PFAS Construction Administration Services	\$ 26,412.51
A Bid Assistance	\$ 125.00
01 Pre-Bid Meeting	
<i>Mileage</i>	\$ 125.00
C Construction Administration	\$ 26,287.51
01 Pre-Construction Conference	
<i>Mileage</i>	\$ 125.00
02 Periodic Observation by Engineer (avg. 1.5 day/week)	
<i>Mileage</i>	\$ 26,162.51

Subconsultants (OCC)	Amount
4131-006-01 Frisco Well 7 PFAS Construction Administration Services-Frisco Well 7 PFAS Construction Administration Services	\$ 62,100.01
C Construction Administration	\$ 62,100.01
04 Plummer Submittal Review (up to 50 shop drawings including O&M)	
<i>BCER Engineering, Inc.</i>	\$ 16,330.00
<i>Eidos Architects</i>	\$ 17,940.00
<i>Repella Consulting Engineers, Inc.</i>	\$ 27,830.01



TO: Mayor and Town Council
FROM: Diane McBride, Assistant Town Manager
RE: Unsheltered in Summit Revocable License Agreement Approval
DATE: October 14, 2025

Summary & Background:

Unsheltered in Summit developed “The Summit Safe Parking Program” in 2019 to provide a designated, secure location in parking lots for members of the local workforce to sleep in their vehicles. The program began in partnership with Agape Church north of Breckenridge. Attachment 1 contains the Revocable License agreement.

For the past three winter seasons, the Safe Parking Program utilized the Marina Trailhead parking lot for the program. On October 11, 2022, Council approved emergency Ordinance 22-12 amending Chapter 180 of the Code of Ordinances of the Town of Frisco, Colorado, concerning the Unified Development Code, to allow Transitional Shelter Facilities, by amending Table 5-1, concerning the table of allowable uses, Section 180-5.2.5, concerning mobile homes and campers, and Section 180-9.3, concerning general definitions; declaring an emergency, and providing for the immediate effective date of this ordinance. Council approved a revocable license agreement for use of the Marina Trailhead parking lot for the Safe Parking Program on October 10, 2023, and October 8, 2024.

A total of 25 spaces are available at the Marina lot and according to representatives from Unsheltered, the program is very successful. The program provides sanitation (port-a-lets) and trash collection for its members in order to maintain an orderly site.

Unsheltered in Summit has requested use of the Marina Trailhead parking lot for the 2025-2026 winter season. Staff is supportive of this request and has prepared the attached revocable license agreement for Council approval.

New for the 2025-2026 winter season, Town of Frisco Staff have requested that four of the spaces utilized for the program are given a 10-day priority for applications to be received to the program by applicants who are employed by the Town of Frisco. Throughout the 2024-2025 winter season, the Town had approximately four employees residing out of their vehicles. The spaces with a Town employment priority will continue to be managed by Unsheltered and the employees will be required to follow all of their regulations.

Analysis:

As the need continues to grow, Unsheltered in Summit continues to seek additional locations to expand the program and increase availability. With Council support, members of

Unsheltered could transfer to the Marina Trailhead parking lot as soon as October 15, 2025.

There are 26 parking spaces available in the Marina Trailhead Lot. One space will be allotted for a port-

a-let and trash container. Membership will be approved by Unsheltered on a first come first approved basis, up to 25 spaces. A sign indicating that overnight sleeping is allowed by permit only and listing the Unsheltered in Summit contact information will be placed at the entrance to the lot. Members may use this lot on a 24-hour basis and Unsheltered will monitor usage carefully to be sure that it is not abused. The lot will be available through April, 2026, when summer operations and preparation begin for the marina. Unsheltered in Summit will also be required to run name-based background checks on their members.

Financial Impact:

There is no anticipated financial impact related to this discussion.

Environmental Sustainability:

No significant impacts to environmental sustainability are anticipated.

Alignment with Strategic Plan:

Enhancing community inclusivity is a strategic priority for Council. The Town of Frisco is committed to making decisions and policies which welcome and support all, so they can pursue their full potential. One means of doing this is by offering a variety of housing types to support the workforce and residents.

Staff Recommendation:

Approve Unsheltered in Summit Use of the Marina Trailhead Parking Lot for the 2025-2026 winter season.

Reviews and Approvals:

Katie Kent, Community Development Director
Linsey Joyce, Recreation Director
Diane McBride, Assistant Town Manager
Tom Fisher, Town Manager

Created/Initiated - 10/9/2025
Approved - 10/9/2025
Approved - 10/9/2025
Final Approval - 10/9/2025

Attachments:

1. Attachment 1 - Unsheltered in Summit Revocable License Agreement

REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC PLACE

THIS REVOCABLE LICENSE FOR USE OF PUBLIC RIGHT OF WAY OR PUBLIC PLACE is granted this 14th day of October, 2025, (the "Effective Date") by the Town of Frisco, a home rule municipal corporation, ("Town"), whose address is 1 Main Street, Frisco, Colorado 80443, to Unsheltered in Summit, ("Licensee") whose address is 45 Gingerquill Court, Dillon, Colorado 80435.

A. The Town owns the public place which is commonly known as the Marina Trailhead Lot (the "Trailhead Lot").

B. Licensee desires to utilize the Trailhead Lot for the winter of 2025 – 2026 for a Transitional Shelter Facility, to be operated and maintained by licensee as the Summit Safe Parking Program.

C. Pursuant to Town Charter, the Code of the Town of Frisco ("Town Code") and the laws of the State of Colorado, the Town is vested with power and authority over the use of municipally owned streets, rights-of-way and other public places.

D. The Town is willing to grant a revocable license to Licensee to allow Licensee to use the property to operate the Summit Safe Parking Program (the "Program"), under certain circumstances and with certain conditions and stipulations.

E. The intent of this License is to authorize, on a revocable basis, the installation and operation of the Private Activities upon Town property without cost or liability to the Town.

LICENSE

NOW THEREFORE, in consideration of the mutual promises, covenants and obligations of the Parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Town and the Licensee agree as follows:

1. Grant of Revocable License.

The Town hereby grants to Licensee a non-exclusive and revocable authorization (the "License") to install and operate the Summit Safe Parking Program Transitional Shelter Facility on Town property, provided, however, that as conditions to the License, the Licensee shall:

- (i) install and maintain the Program facilities only within the boundaries of the area described in paragraph A above; and
- (ii) operate the Program only in accordance with the operating conditions and criteria as determined as part of the land use permit application and review for the Program.

The rights granted under this License are expressly subject to the rights of the public and any rights granted previously by the Town to any person. The Town may enforce this License either by seeking damages or by specific performance or through any other legal or equitable remedy available to the Town.

2. Design, Installation, Operation and Maintenance.

a. The Licensee shall pay all costs of design, installation, operation and maintenance of the Program. Upon revocation of the License as provided herein and upon the Town's demand, Licensee shall pay all costs and perform all removal of the Private Activities/Improvements from the Town ROW and, as applicable, shall pay all costs of and be responsible for returning the land surface to substantially the same condition that it is on the Effective Date.

b. This License shall not operate or be construed to abridge, limit or restrict the Town in exercising its right to make full use of the public places, nor shall it operate to restrict utility companies or any other Licensees in exercising their rights to construct, remove, operate and maintain their installations within the Public Place.

c. Licensee hereby assumes full responsibility for any and all damages incurred to public facilities, utilities or other private activities and/or improvements located within the Public Place due to activities authorized by this License.

d. Licensee shall cooperate with Town officials in the installation, removal, replacement or alteration of the facilities related to the Program and shall maintain the Program facilities in a good and attractive condition during the term of the License.

e. Licensee acknowledges that it is installing, removing, replacing or altering the Program facilities at its own peril. Licensee is solely responsible for any damage to the Program facilities caused by Town personnel, or the Town's Licensees or subLicensees, in connection with conducting maintenance or emergency operations in the Public Place.

f. Licensee agrees to allocate four (4) parking spaces to have a ten (10) day priority period to applicants who are employed by the Town of Frisco.

3. Repair of Damages

Licensee shall promptly repair all damage to the Public Place caused by its activities. If such damage poses a threat to health, safety or welfare of the public or individuals, the Town may cause repairs to be made at Licensees' expense unless the Licensee makes such repairs upon the Town's request.

4. Term.

This License shall commence on the Effective Date and shall terminate on such date as the Town may revoke this License. This License may also terminate upon Licensee's request so long as Licensee removes all Program facilities and returns the Public Place to substantially similar condition as that prior to installation and operation of the Program.

5. Revocation.

a. Town may revoke this License upon five (5) calendar days' written notice to Licensee and upon the occurrence of any one or more of the following events:

(i) Breach of this License by Licensee including, without limitation, the failure to maintain the Program facilities in a good and attractive condition, after Licensee has failed to cure such breach for a period of two (2) calendar days from receipt of written notice of such breach by Licensee from Town.

(ii) A unilateral decision by the Town Council of the Town that the Town property is desired or beneficial for any purpose.

b. Upon revocation, Licensee shall, at Licensee's sole cost, remove the Program facilities and restore the Public Place to substantially the same condition that it is in on the Effective Date.

c. Upon revocation, this License shall terminate, be deemed null and void and of no further force and effect.

d. In the event that Licensee fails to remove the Program facilities by the 5th day after the Town delivers notice of revocation to the Licensee, the Town may remove or cause the Program facilities to be removed. The Town may collect the cost of removal from the Licensee and the Licensee agrees to pay such cost promptly upon written demand therefore. Licensees further agree that, upon the failure to pay such costs within thirty (30) days after written demand therefore, the Town shall have the right to file a lien, in the dollar amount of such cost, against any and all real property owned by the Licensee, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

6. Notice.

Every notice required or permitted hereunder shall be in writing and shall be deemed to have been fully given when delivered by hand or upon delivery when sent by overnight mail, to the party's address set forth in the introductory paragraph of this License or at such other address as a party may designate, in writing, to the other party.

7. Indemnification.

Licensee expressly agrees to, and shall, indemnify and hold harmless the Town and any of its officers, agents, or employees from any and all claims, demands, damages or liability, including costs and attorneys' fees, that are incurred by the Town or that may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, partnership, or corporation, in connection with or arising out of any act, omission, error, mistake, negligence, or other fault of the Licensee or any of such Licensee's agents, partners, contractors, subcontractors, or lessees, in the installation, construction, use or maintenance of the Program facilities. Licensee further agrees that should it fail to indemnify the Town as required in this Paragraph 7, the Town shall have the right to file a

lien, in the dollar amount for which the Licensee has failed to indemnify the Town, against any and all real property owned by the Licensee or its assignees, which lien may be foreclosed upon in the manner provided in Colorado Statutes for the judicial foreclosure of liens.

8. Insurance.

Licensee shall obtain and maintain at all times during the term hereof, at Licensee's sole cost and expense, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than \$1,000,000 for injuries, damages or losses sustained by any one person in any one accident or event, and not less than \$1,000,000 for injuries, damages or losses incurred by two or more persons in any one accident or event. The Town shall be named as an additional insured on all such policies and Licensee shall furnish the Town with a copy of such policy or policies prior to the effective date hereof. Notwithstanding anything contained herein to the contrary, Town may terminate this Agreement, and the License granted to Licensee, if Licensee fails to procure and maintain the insurance required by this Paragraph 8.

9. Miscellaneous Provisions

a. Waiver of Breach. A waiver by any party to this License of the breach of any term or provision of this License shall not operate or be construed as a waiver of any subsequent breach by any party.

b. Binding Effect. This License shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this License except as otherwise expressly authorized herein.

c. Underlying Intent and Scope. It is the intent of this License that the Town shall incur no cost or expense attributable to or arising from the installation, construction, maintenance, or operation of the Program facilities authorized by this License and that, in all instances, the risk of loss, liability, obligation, damages, and claims associated with the Program shall be borne by the Licensee. This License does not confer upon the Licensee any other right, permit, license, approval, or consent other than that expressly provided for herein and this License shall not be construed to waive, modify, amend, or alter the application of any other federal, state, or local laws, including laws governing zoning, land use, property maintenance, or nuisance.

d. No Third Party Beneficiaries. Nothing contained in this License is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party. Absolutely no third-party beneficiaries are intended by this License. Any third party receiving a benefit from this License is an incidental and unintended beneficiary only.

e. Governing Law, Venue, And Enforcement. This License shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this License shall be in the appropriate court for Summit County, Colorado.



TO: Mayor and Town Council
FROM: Anna Jones, Deputy Town Clerk, Diane McBride, Assistant Town Manager
RE: *Estimated Start Time 7:10PM - 2026 Grant Awards List Approval*
DATE: October 14, 2025

Summary & Background:

On an annual basis, non-profits are encouraged to apply for grants through both the community micro grant program and the Frisco-specific Community Impact Grant program.

For the 2026 grant cycle, the Town received 65 applications for micro cash grants and/or in-kind services, and seven (7) applications for the Community Impact Grants. Staff reviewed all applications, made funding recommendations, and worked with the Council Grants Subcommittee to make recommendations to Council during the September 23, 2025, work session. Council supported the recommendations presented to them during the September 23, 2025, work session, and these details are presented in Attachment 1. Overall, staff and the Council Grants Subcommittee recommended the following funding amounts:

- Micro Grants: \$100,668. This amount includes \$89,700 cash awards and \$10,968 Marina in-kind awards. The proposed budget was \$100,000.
- Community Impact Grant Program: \$80,000. The proposed budget was \$80,000.

Grants are typically included as part of the annual budget approval process, with first review and reading on October 14, and second reading on October 28, 2025. This year presents a unique situation, as one Council member, Zach Ryan, works for one of the non-profit entities that the staff and the Council Grants Subcommittee recommend for funding. As such, Council Member Ryan will recuse himself from the Council's approval of the specific grant awards but will be present to review the presented 2026 budget during the October 14, 2025, meeting, including the total allocations for micro- and Community Impact grants as part of the 2026 Budget.

Staff request that Council review this specific portion of the budget, with Council member Ryan's recusal, and give direction to support or not support the grant recommendations presented.

Analysis:

These grants are intended to encourage significant progress on and support the Town's strategic objectives: Community Inclusivity, Thriving Economy, Vibrant Culture, Arts, and Recreation, and Quality Core Services.

Four criteria were used to rate each of the applications:

- 1) Does this non-profit provide fundamental services such as food and shelter?
- 2) Does this non-profit directly impact the Town of Frisco and its residents or businesses?
- 3) Does this non-profit serve a large portion of the community?

4) Does this non-profit have strong leadership that drives healthy fiscal practices?

Budget parameters were also considered throughout the process. The committee started with the following budget parameters for the 2026 process:

- \$100,000 for the micro-grant program, which includes in-kind services.
- \$80,000 for the Community Impact Grant Program.

The proposed funding recommendations for 2026 are included in the “Financial Impact” section of this report.

Financial Impact:

Grants are included in the 2026 proposed budget in the following amounts:

- Micro Grants: \$100,668. This amount includes \$89,700 cash awards and \$10,968 Marina in-kind awards.
- Community Impact Grant Program: \$80,000.

Environmental Sustainability:

Alignment with Strategic Plan:

Frisco Town Council routinely updates its Strategic Plan, a document that outlines the town's long-term vision, mission, and high-priority goals. The plan also details the necessary actions and timelines for completing this work. The August 2024 update to this plan served as the primary guide for evaluating and recommending all non-profit grant requests. When reviewing these requests, the council placed particular emphasis on strategic priorities that support a thriving economy, citizen safety, and basic human services.

Staff Recommendation:

Staff recommends that the Council review and approve the recommendations above for both cash and in-kind service requests for 2026, and acknowledge such approval, with Council member Ryan’s recusal, with a vote during the October 14, 2025, Council meeting.

Reviews and Approvals:

Anna Jones, Deputy Town Clerk
Leslie Edwards, Finance Director
Tom Fisher, Town Manager

Created/Initiated - 10/10/2025
Approved - 10/10/2025
Final Approval - 10/10/2025

Attachments:

1. Attachment 1 - 2026 Discretionary Fund Award Recommendations

Discretionary Funding - Grant Awards 2026



Micro Grants (Budget: \$100,000)					
Name of Organization	Cash Ask	In Kind Ask	Cash Recommended	Micro Grant Award Notes	In Kind Recommended
Victims for Advocates of Assault	\$ 5,000	We request (1) 2-hour pontoon boat rental, (4) paddle sport rentals, (4) Nordic day passes with rentals, and (4) one-hour tubing tickets.	\$ 5,000	SAP	\$ 856
Aplenglow Chamber of Music	\$ 600	No Ask	\$ 600		
Bethany Immigration Services	\$ 2,000	No Ask	\$ 1,500		
Blue River Watershed Group	\$ 5,000	No Ask	\$ 1,000		
Breckenridge Backstage Theater	\$ 5,000	No Ask	\$ 1,000		
Breckenridge Outdoor Education Center	\$ 2,000	BOEC kindly requests a donation of 2 large pontoon rentals	\$ 1,500	2 PONTOONS	\$ 496
Café Food Rescue	\$ 5,000	No Ask	\$ 5,000		
Careers in Construction Colorado	\$ 5,000	No Ask	\$ 2,500		
CASA of the Continental Divide	\$ 1,500	One pontoon boat rental, two two-hour kayak rentals, four Nordic Day passes, and four Frisco Adventure Park passes.	\$ 1,000	(2) 2 Hr. Kayak Rentals, 4 Nordic Day Passes w/ rentals, 4 Tubing	\$ 466
Catholic Health Initiatives	\$ 5,000	No Ask	\$ -	None	
Celebrate the Beat	\$ 5,000	No Ask	\$ 2,000		
Colorado Learning Connections	\$ 3,600	No Ask	\$ 3,000		
Colorado Mountain College	\$ 2,500	No Ask	\$ 1,000		
Dillion Valley Elementary PTSA	\$ 1,000	No Ask	\$ 500		
Education Foundation of the Summit	\$ 2,000	We are requesting that Frisco provide a small pontoon boat rental and a kayak rental f	\$ 1,000	SAP	\$ 856
Elevated Community Heath	\$ 3,000	4-6 hour day lodge rental and 1 hr. Unlimited tubing hill	\$ -		
FIRC	In-kind Only	Snow tubing for up to 35 individuals at the Frisco Adventure Park and cross-country skiing for up to 35 individuals at the Frisco Nordic Center.	\$ -	1 Hour tubing or Nordic up to 35 people, 2 hr. Slopeside Rental	
Friends of the Colorado Avalanche Information Cent	\$ 5,000	No Ask	\$ 4,500		
Friends of the Dillon Ranger District	\$ 7,000	2X4hr Day Lodge rentals,	\$ 4,500	(2) 4Hr Day Lodge rentals	\$ 1,000
Friends of the Summit County Libraries	\$ 2,000	No Ask	\$ 1,000		
Frisco Elementary PTSA	\$ 5,000	Day Lodge Use for one day, 10 Tubing passes, 10 nordic passes, 1 pontoon rental, 10 paddle sport rentals	\$ 5,000	2 SAP, 8Hrs day Lodge Rental	\$ 2,912
High Country Veteran Adventures	\$ 2,000	No Ask	\$ 2,000		
Keystone Science School	\$ 2,000	No Ask	\$ 1,000		
Mountain Dreamers - (Requested \$30,000 Impact)	\$ 5,000	5 gift certificates for pontoon boat rental, Frisco Bay Marina, 10 gift certificates, a two-hour paddleboard, and sports rental, 5 passes at Copper Creek Golf Course, 10 Frisco Nordic Passes, 5 Dining certificates of The Island Grill, 20 Gift certificates for Frisco Adventure Park, 5 Chuck Wagon Rides, 1 rental- Frisco Day Lodge	\$ -	2 SAP	\$ 1,712
Mountain Mentors	\$ 2,000	No Ask	\$ 1,500		
Mountain Top Explorium	\$ 1,500	4 2-hour pontoon boat rentals & 4 gift certificates for the tubing park.	\$ 1,000	SAP	\$ 856
NRO	\$ 5,000	Marina Landing Facility 8 hour rental, 50 paddle sport rentals	\$ 1,000	SAP, 8 Hour Frisco Landing Rental	\$ 2,056
Open Arms Child Care Preschool	\$ 5,000	No Ask	\$ 1,000		
Sanctity of Life Center	\$ 3,000	No Ask	\$ -		
SHS PTSO Prom Fund	\$ 1,000	4 Adventure Park Tubing Passes and 4 non motorized water sports rental.	\$ 1,000	SAP	\$ 856
Silverthorne Elementary PTSA	\$ 1,000	Gift cards or passes to the Frisco Nordic Center, Frisco Adventure Center, and/or the Frisco Bay Marina.	\$ 500	SAP	\$ 856
Slopes to Hope	\$ 10,000	No Ask	\$ -	0	
Smart Bellies	\$ 5,000	2 pontoon boat rentals, 4 tubing passes	\$ 5,000	SAP	\$ 856
Special Olympics	\$ 2,000	No Ask	\$ 1,000		
Staying in Summit	\$ 2,500	4 hr. Day Lodge rental with AV equipment	\$ 2,000	4 Hr. Day Lodge Rental	\$ 1,000

Summit 50plus	\$1,000	Nordic Center usage during the Nordic Races for the Summit 50plus group, Tubing Hill and individual Nordic passes	\$1,000	SAP	\$856
Discretionary Funding - Grant Awards 2026 (continued)					
Micro Grants (Budget: \$100,000)					
Name of Organization	Cash Ask	In Kind Ask	Cash Recommended	Micro Grant Award Notes	In Kind Recommended
Summit Advocates for Gifted Education	\$500	No Ask	\$500		
Summit Choral Society	\$-	No Ask	\$-		
Summit County Libraries	In-Kind Only	4 kids night out, 2 nordic passes with rentals, 2 tubing passes, 4 paddle sport rentals, 1 pontoon rental	\$-	4 Kids Night Out, SAP	\$1,016
Summit County Mountain Bike Alliance	\$5,000	Trailer storage at the Frisco Adventure Park for 2026.	\$1,000	Van Storage	
Summit County Pet Food Pantry	\$2,000	No Ask	\$1,000		
Summit County Youth	\$2,000	No Ask	\$-		
Summit Foundation	In-Kind Only	2 SAPs	\$-	2 SAPs	\$1,712
Summit Habitat for Humanity	\$5,000	No Ask	\$-		
Summit High School	\$500	4-6 hour day lodge rental, tubing passes	\$500	(2) 4 Hour day Lodge Rentals	\$2,000
Summit Historical Society	\$3,500	No Ask	\$1,000		
Summit Huts Association	\$2,100	Nordic center passes	\$2,100	3 Nordic Center Season Passes	\$900
Summit Lost Pet Rescue	\$5,000	No Ask	\$5,000		
Summit Middle School PTSA	\$1,000	No Ask	\$1,000		
Summit Public Radio	\$5,000	No Ask	\$2,000		
Summit Tigers American Legion Baseball	In-kind Only	100 hours field time, 2 gift certificates for silent auction	\$-	100 Hours, SAP	\$5,856
Summit Valley Horse Center	\$2,000	No Ask	\$1,000		
Summit Youth baseball and softball	In kind Only	100 hours field time, tubing passes, paddle board rentals, nordic passes	\$-	100 Hours, SAP	\$5,856
Summit Youth Sports	\$1,000	No Ask	\$1,000		
Team Breckenridge Sports Club	\$6,000	4- one hour tubing passes, 4 nordic day with rentals, 4-paddle sport rentals, pontoon rental, 2 4-hrDay lodge rentals,	\$1,000	SAP, (2) 4 Hr. Day Lodge Rentals	\$1,856
Team Summit Colorado	\$1,500	Summer access to mtn bike program, est 40 days, 3- 8 hr. Day lodge rentals, Nordic - year around access to train at the Frisco Adventure Park. Estimated 200 days, 4-	\$1,000	8 day lodge hours, 8 hours field time, Slopeside use 5 hrs.,	\$3,800
The Cycle Effect	\$3,500	Adventure park usage, SOS building rental (2-2hr), Day lodge and tubing passes	\$1,000	4 Hrs.SOS rental, 4 Hr. Day Lodge, Snow shoe rental for 20	\$1,600
The Peak 10 Classic Foundation	\$3,000	No Ask	\$-		
The Peak School	\$5,000	No Ask	\$1,000		
The Summit County Rotary Charitable Fund	\$1,500	No Ask	\$1,500		
Timberline Adult Day Services	\$5,000	2 SAPs	\$5,000	2 SAP	\$1,712
Unsheltered in Summit	\$2,000	No Ask	\$1,000		
Wildflower Nature School	In-kind only	2 SAP	\$-	2 SAP	\$1,712
Youthentity	\$2,500	No Ask	\$1,500		
Zoomers Inc., DBA Lake Dillon Preschool	\$5,000	No Ask	\$1,000		
Subtotals	Cash Ask		Cash Recommended		In Kind Recommended
Marina Fund					\$10,968
General Fund	\$189,800		\$89,700	*	\$32,686
				Total:	\$43,654
Total Budgeted: \$100,668					
*Note: General Fund In Kind does not impact budget					
Impact Grants (Budget: \$80,000)					
Name of Organization	Cash Ask		Cash Recommended	Micro Grant Award Notes	
Summit Lost Pet Rescue	\$15,000		\$-	\$5,000 awarded through Community Grant	
Starting Hearts	\$76,000		\$15,000		
Celebrate the Beat	\$5,000		\$-	\$2,000 awarded through Community Grant	
Summit Productions	\$50,000		\$-		
Mountain Dreamers	\$30,000		\$10,000		
Elevated Community Health	\$50,000		\$10,000		
Summit County Preschool	\$100,000		\$45,000		
Totals:	\$326,000		\$80,000		



TO: Mayor and Town Council
FROM: Leslie Edwards, Finance Director
RE: *Estimated Start Time 7:15PM - First Reading Ordinance 25-14: AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF FRISCO FOR 2026*
DATE: October 14, 2025

Summary & Background:

Please find attached the ordinance setting the mill levy within the Town of Frisco for property tax assessed in 2025, to be collected in 2026. The 0.798 proposed mill levy is the amount the Town is authorized to impose and cannot be increased without an election. Property Tax collections are utilized for the purpose of defraying the expenses of the General Fund.

Analysis:

The proposed property tax revenue of \$300,277 represents approximately 1.36% of the total General Fund revenue projected for 2026, which totals \$22,159,794. While this is a relatively small portion of overall General Fund revenues, it remains a necessary component to maintain a balanced budget for 2026. The Town's ability to impose only the authorized 0.798 mills limits the potential for additional property tax growth without voter approval. Maintaining the existing levy ensures compliance with statutory requirements while providing a modest but essential contribution to support ongoing municipal operations and services.

Financial Impact:

For the 2026 budget year, based upon preliminary figures from the Summit County Assessor, staff is forecasting the 0.798 mill levy to result in property tax revenues of \$300,277.

Environmental Sustainability:

Property tax revenue contributes to the Town's environmental sustainability goals by supporting programs and projects funded through the General Fund, including transfers to the Capital Fund. Maintaining this revenue source supports the Town's commitment to sustainability and resilience across municipal operations and community projects.

Alignment with Strategic Plan:

The 0.798 mills are for the purpose of defraying the expenses of the General Fund and support all strategic priorities of the Town of Frisco.

Staff Recommendation:

Staff recommends that Town Council approve Ordinance 25-14 to levy property tax, as related to the

2026 budget.

Reviews and Approvals:

Leslie Edwards, Finance Director
Tom Fisher, Town Manager

Created/Initiated - 10/7/2025
Final Approval - 10/7/2025

Attachments:

1. Attachment 1 - Ordinance 25-14 2026 Town of Frisco Mill Levy Approval

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 25-14**

AN ORDINANCE SETTING THE MILL LEVY WITHIN THE TOWN OF FRISCO FOR 2026

WHEREAS, the Town Council of the Town of Frisco has determined that a mill levy of 0.798 mills upon each dollar of the assessed valuation of all taxable property within the Town of Frisco is needed to balance the 2026 Town budget.

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

Section 1. For the purposes of defraying the expense of the General Fund of Frisco, Colorado for the fiscal year 2026, there is hereby levied a tax of 0.798 mills upon each dollar of assessed valuation for all taxable property within the Town of Frisco.

Section 2. The Town Clerk is authorized and directed, after adoption of the budget by the Town Council, to certify to the Board of County Commissioners of Summit County, Colorado, the tax levies for the Town of Frisco, Colorado as herein set forth.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING ORDERED THIS _____ DAY OF _____, 2025.

ADOPTED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS _____ DAY OF _____, 2025.

TOWN OF FRISCO:

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk



TO: Mayor and Town Council
FROM: Leslie Edwards, Finance Director
RE: *Estimated Start Time 7:20PM - First Reading Ordinance 25-15: AN ORDINANCE APPROPRIATING SUMS OF MONEY TO VARIOUS FUNDS AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSES SET FORTH IN THE ADOPTED BUDGET FOR THE TOWN OF FRISCO FOR 2026*
DATE: October 14, 2025

Summary & Background:

It is with pleasure that we present Ordinance 25-15 to appropriate sums of money to various funds and spending agencies, in accordance with Local Government Budget Law. As a blended component unit of the Town of Frisco, the proposed budget includes any and all appropriations for the Frisco Community Housing Development Authority.

Analysis:

This ordinance adopts expenditures totaling \$56,065,794. Estimated revenues and reserves of \$129,289,888 are adequate to meet those expenditures, leaving a total estimated ending fund balance of \$31,027,608 at the end of 2025. Detail of this by fund is available in the attached proposed ordinance, as well as a department level detail in the attached full proposed budget.

Note that a portion of this projected balance is unavailable for spending due to reasons including investment in capital assets, inventory, housing assets held for resale, restricted for Colorado River Cooperative Agreement (CRCA) projects at the marina, emergency TABOR reserves (as required by the State of Colorado), and required debt reserves. These unavailable portions of reserves are projected at \$13,280,470. This results in a projected Ending Available Fund Balances for all funds, as of 12/31/2026, at \$17,747,138 (see table below under Financial Impact).

Financial Impact:

Overall, the Town's fund reserves demonstrate the Town is prepared to weather an economic downturn with a 7-month reserve in the General Fund and conservative and strategic budget approach. Additionally, the Town maintains a contingency plan, identifying core and less essential spending that can be trimmed from the budget, as needed.

In summary, total estimated ending fund balances for all funds equals \$31,027,608. The table below provides a snapshot financial summary at the end of 2026 for all of the Town's funds, including detail of the portions of fund balances that unavailable for spending.

Funds	2026 Proposed Ending Fund Balance	Estimated Unavailable Fund Balance	2026 Proposed Available Fund Balance	
General Fund	\$ 12,126,904	\$ 1,417,755	\$ 10,709,149	TABOR
Capital Improvement Fund	184,532	-	184,532	
Historic Preservation Fund	15,671	-	15,671	
Conservation Trust Fund	5,582	-	5,582	
Water Fund	10,188,214	6,201,349	3,986,865	Net Inv
Open Space Fund	14,841	-	14,841	
Housing Fund	958,895	925,728	33,167	Assets
Insurance Reserve Fund	868,377	-	868,377	
Nicotine Tax Fund	332,388	-	332,388	
Lodging Tax Fund	741,872	2,009	739,863	Invent
Arts & Culture Fund	82,600	-	82,600	Net Inv
Marina Fund	5,507,731	4,733,629	774,102	Net Inv
Total All Funds	\$ 31,027,608	\$ 13,280,470	\$ 17,747,138	

Environmental Sustainability:

The 2026 budget continues to support the Town's environmental sustainability goals by allocating resources for programs and capital projects that reduce environmental impacts and promote long-term resilience. These investments reflect the Town's ongoing commitment to balancing fiscal responsibility with environmental stewardship and sustainability.

Alignment with Strategic Plan:

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

Staff Recommendation:

Staff recommends Council approve Ordinance 25-15, an ordinance adopting the 2026 budget for the Town of Frisco.

Reviews and Approvals:

Leslie Edwards, Finance Director
Diane McBride, Assistant Town Manager
Tom Fisher, Town Manager

Created/Initiated - 10/9/2025
Approved - 10/10/2025
Final Approval - 10/10/2025

Attachments:

1. Attachment 1 - Ordinance 25-15
2. Attachment 2 - 2026 Proposed Budget

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 25-15**

AN ORDINANCE APPROPRIATING SUMS OF MONEY TO VARIOUS FUNDS
AND SPENDING AGENCIES, IN THE AMOUNT AND FOR THE PURPOSES SET
FOR IN THE ADOPTED BUDGET FOR THE TOWN OF FRISCO FOR 2026

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

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

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

SECTION 1. There is hereby appropriated from the revenue derived from taxation and from all other sources during the years 2025 and 2026, the amounts hereinafter designated as financial uses and ending balance as set forth in the following All Funds Summary:

ALL FUNDS SUMMARY							
Funds	2024 Audited Ending Fund Balance	2025 Projected Revenue	2025 Projected Expenditures	2025 Projected Ending Fund Balance	2026 Proposed Revenue	2026 Proposed Expenditures	2026 Proposed Ending Fund Balance
General Fund	\$ 14,684,583	\$ 22,282,475	\$ 23,130,992	\$ 13,836,066	\$ 22,159,794	\$ 23,868,956	\$ 12,126,904
Capital Improvement Fund	4,505,444	4,656,381	8,392,761	769,065	4,282,400	4,866,933	184,532
Historic Preservation Fund	1,126	10,650	3,650	8,126	11,045	3,500	15,671
Conservation Trust Fund	12,833	32,750	40,000	5,582	34,700	34,700	5,582
Water Fund	13,798,999	2,676,570	5,585,484	10,890,085	11,015,500	11,717,371	10,188,214
Open Space Fund	13,786	500	0	14,286	555	0	14,841
Housing Fund	7,111,031	9,366,820	13,416,218	3,061,633	6,086,000	8,188,738	958,895
Insurance Reserve Fund	1,287,444	2,276,999	2,680,307	1,390,742	2,157,942	2,680,307	868,377
Nicotine Tax Fund	532,263	772,600	990,075	314,788	572,600	555,000	332,388
Lodging Tax Fund	641,107	1,009,800	919,926	731,281	1,028,250	1,017,659	741,872
Arts & Culture Fund	-	100,600	65,000	90,600	72,000	80,000	82,600
Marina Fund	5,459,543	2,762,512	2,620,987	5,601,068	2,959,293	3,052,630	5,507,731
Total All Funds	\$ 48,048,159	\$ 45,948,657	\$ 57,845,400	\$ 36,713,323	\$ 50,380,079	\$ 56,065,794	\$ 31,027,608

SECTION 2. Pursuant to the Frisco Home Rule Charter, the budget for the Town of Frisco, Colorado for the fiscal year beginning January 1, 2026 and ending December 31, 2026 as heretofore proposed to the Town Council, is hereby adopted and approved as the 2026 Annual Budget.

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS
FIRST READING THIS 14__DAY OF _OCTOBER, 2025.

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS
SECOND READING THIS ____ DAY OF _____, 2025.

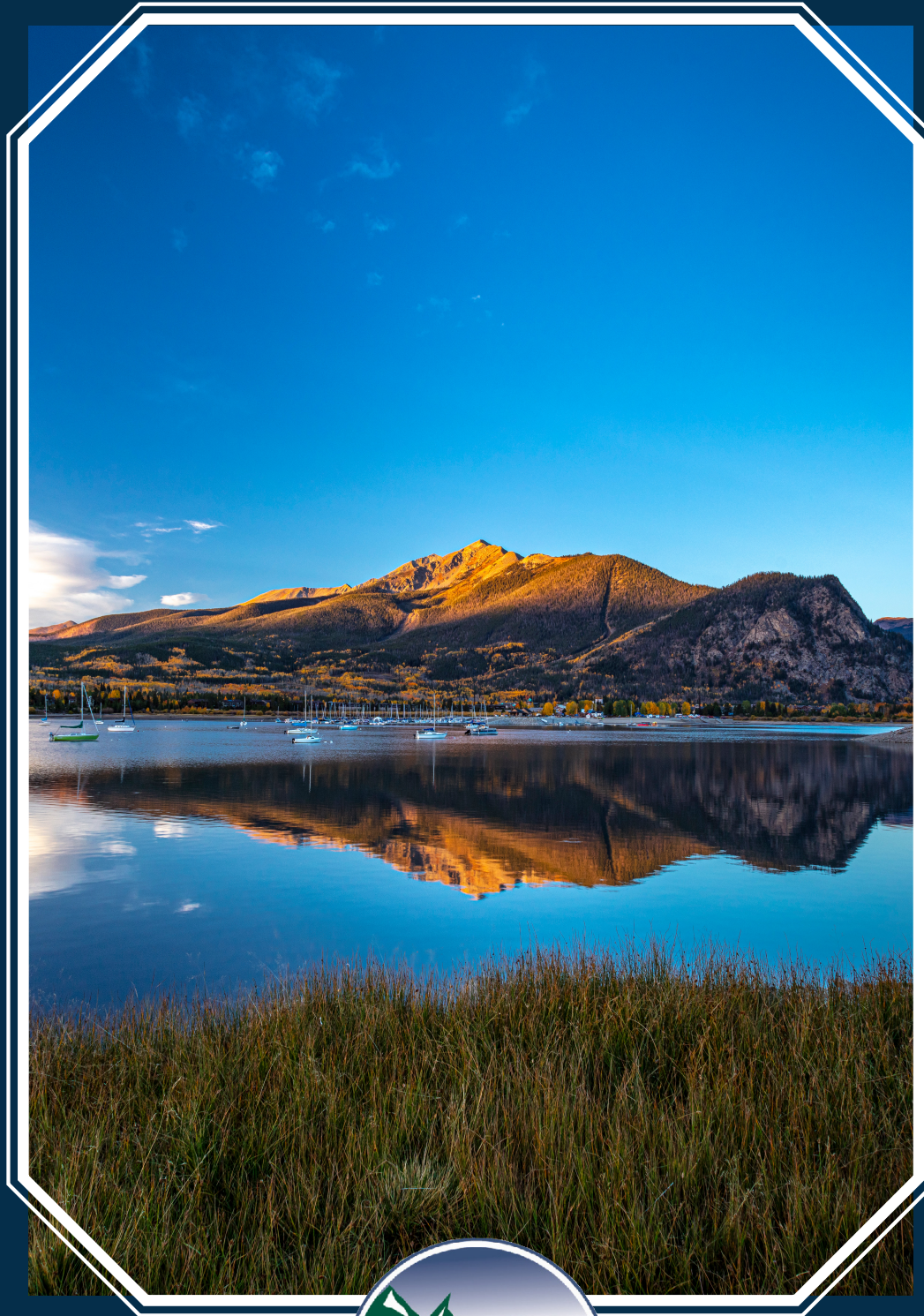
TOWN OF FRISCO:

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk

TOWN OF FRISCO 2026 BUDGET



TOWN OF FRISCO
COLORADO

**FRISCO
COLORADO**

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Town of Frisco
Multi-year Budget Summary
The following summary shows prior, current and projected year revenues and expenditures for all funds

	<u>2024 Actual</u>	<u>2025 Budget Original</u>	<u>2025 Budget Amended</u>	<u>2025 Projected Actual</u>	<u>2026 Proposed Budget</u>
<u>Revenues</u>					
Taxes	\$22,505,931	\$22,659,000	\$22,659,000	\$22,376,318	\$22,186,510
Licenses & Permits	1,095,016	935,600	935,600	1,320,345	1,046,385
Intergovernmental	3,877,643	7,953,978	8,004,468	6,185,966	8,803,163
Charges for Services	9,957,702	10,077,409	10,058,784	10,494,047	10,873,892
Investment Income	1,720,017	1,097,020	1,097,020	1,376,440	1,195,300
Other Revenues	949,774	710,975	719,600	994,792	964,000
Total Revenues	\$40,106,082	\$43,433,982	\$43,474,472	\$42,747,908	\$45,069,250
<u>Expenditures</u>					
General Government	7,001,998	7,100,033	7,100,033	7,744,385	8,249,395
Public Safety	2,736,185	3,042,518	3,056,317	3,037,885	3,457,219
Community Development	4,204,439	5,345,899	10,987,258	13,177,198	10,787,994
Public Works	6,858,601	7,974,973	8,606,207	7,901,490	7,255,435
Culture and Recreation	6,417,647	7,207,238	7,207,238	7,131,456	7,648,589
Capital Outlay	18,685,603	20,024,513	23,910,392	14,839,965	15,121,000
Debt Service	1,306,560	1,387,722	1,387,722	1,387,722	1,382,833
Other Expenditures	13,509	100,000	36,491	27,164	50,000
Total Expenditures	\$47,224,541	\$52,182,896	\$62,291,658	\$55,247,265	\$53,952,465
<u>Other Sources (Uses)</u>					
Sale of Assets	160,680	1,385,609	1,385,609	202,609	2,302,500
COP Proceeds	0	0	0	0	0
Loan Proceeds	270,560	295,000	295,000	295,000	295,000
Plant Investment Fees	644,991	664,992	664,992	632,000	600,000
Transfers In	2,974,190	1,971,230	1,971,230	1,971,230	2,113,329
Transfers Out	(2,974,190)	(1,971,230)	(1,971,230)	(1,971,230)	(2,113,329)
	1,076,232	2,345,601	2,345,601	1,129,609	3,197,500
<u>Reconciliation to GAAP Basis</u>					
Capitalized Assets	625,373				
Depreciation	(1,029,391)				
Principal Repayment	19,440				
Net Change in Fund Balance	(1,178,446)	(6,403,313)	(16,471,585)	(11,389,837)	(5,685,715)
<i>Unavailable Fund Balance</i>	<i>14,516,694</i>	<i>15,091,564</i>	<i>14,073,469</i>	<i>13,280,670</i>	<i>13,280,470</i>
Available Fund Balance - January 1	\$36,842,764	\$29,762,012	\$31,330,105	\$33,531,466	\$23,432,653
Available Fund Balance - December 31	\$33,531,466	\$21,338,909	\$15,205,787	\$23,432,653	\$17,747,138
<i>Total Fund Balance</i>	<i>\$48,048,160</i>	<i>\$36,430,473</i>	<i>\$29,279,256</i>	<i>\$36,713,323</i>	<i>\$31,027,608</i>

Town of Frisco
2026 Budgeted Revenues and Expenditures

	General Fund	Capital Improvement Fund	Historic Preservation Fund	Conservation Trust Fund	Water Fund	Open Space Fund	Housing Fund	Insurance Reserve Fund	Nicotine Tax Fund	Lodging Tax Fund	Art & Culture Fund	Marina Fund	Grand Total
Revenues													
Taxes	\$15,223,010	\$2,100,000					\$3,351,000		\$550,000	\$962,500			\$22,186,510
Licenses & Permits	979,785						60,000		6,600				\$1,046,385
Intergovernmental	320,749	0		34,000	8,400,000		0					48,414	\$8,803,163
Charges for Services	4,896,350				1,630,000			1,931,942		5,750		2,409,850	\$10,873,892
Investment Income	675,000	100,000	45	700	200,000	555	125,000	26,000	16,000	30,000	2,000	20,000	\$1,195,300
Other Revenues	64,900		11,000		78,500		460,000	200,000		30,000		119,600	\$964,000
Total Revenues	22,159,794	2,200,000	11,045	34,700	10,308,500	555	3,996,000	2,157,942	572,600	1,028,250	2,000	2,597,864	\$45,069,250
Expenditures													
General Government	5,014,088							2,680,307	555,000				\$8,249,395
Public Safety	3,457,219												\$3,457,219
Community Development	2,554,127						7,673,238			560,629			\$10,787,994
Public Works	5,713,064				1,542,371								\$7,255,435
Culture and Recreation	5,121,829		3,500							387,030	40,000	2,096,230	\$7,648,589
Capital Outlay		4,306,000			10,175,000						40,000	600,000	\$15,121,000
Debt Service		510,933					515,500					356,400	\$1,382,833
Other Expenditures		50,000											\$50,000
Total Expenditures	21,860,327	4,866,933	3,500	0	11,717,371	0	8,188,738	2,680,307	555,000	947,659	80,000	3,052,630	\$53,952,465
Other Sources (Uses)													
COP Proceeds		0											0
Sale of Assets		135,000			12,000		2,090,000					65,500	2,302,500
Loan Proceeds		200,000			95,000								295,000
Plant Investment Fees					600,000								600,000
Transfers In		1,747,400									70,000	295,929	2,113,329
Transfers Out	(2,008,629)			(34,700)						(70,000)			(2,113,329)
Net Change in Fund Balance	(1,709,162)	(584,533)	7,545	0	(701,871)	555	(2,102,738)	(522,365)	17,600	10,591	(8,000)	(93,337)	(5,685,715)
<i>Unavailable Fund Balance</i>	<i>1,417,755</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>6,201,349</i>	<i>0</i>	<i>925,728</i>	<i>0</i>	<i>0</i>	<i>2,009</i>	<i>0</i>	<i>4,733,629</i>	<i>13,280,470</i>
Available Fund Balance - January 1	12,418,311	769,065	8,126	5,582	4,688,736	14,286	2,135,905	1,390,742	314,788	729,072	90,600	867,439	\$23,432,653
Available Fund Balance - December 31	\$10,709,149	\$184,532	\$15,671	\$5,582	\$3,986,865	\$14,841	\$33,167	\$868,377	\$332,388	\$739,863	\$82,600	\$774,102	\$17,747,138
Total Fund Balance	\$12,126,904	\$184,532	\$15,671	\$5,582	\$10,188,214	\$14,841	\$958,895	\$868,377	\$332,388	\$741,872	\$82,600	\$5,507,731	\$31,027,608
<i>Council Set Reserve</i>	<i>\$12,008,985</i>				<i>\$2,093,197</i>			<i>\$868,389</i>				<i>\$812,787</i>	

For an analysis of changes in fund balance, see the discussion of fund balances in the Budget/Financial Overview section of this budget document.

GENERAL FUND REVENUE/EXPENDITURE SUMMARY

Traditional Town services are recorded in the General Fund. This summary is organized in the same format and order as the Annual Financial Statements. This design is intended to make it easier for the average user to compare the summary to results of operations as reported in the Annual Financial Statements. The following summary identifies actual and projected revenues and expenditures in past and future years. As is clearly indicated in the summary, sales tax continues to be the primary source of funding for the General Fund. Since 2014, the Town Council has set the reserve requirement for the General Fund at a seven months of expenditures, based on prior year. Amounts in excess of this reserve are required to be transferred to the Capital Improvement Fund for capital projects.

	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>Revenues</u>				
Taxes	\$15,216,163	\$15,613,592	\$15,207,318	\$15,223,010
Licenses & Permits	1,008,724	868,400	1,253,745	979,785
Intergovernmental	439,452	393,570	406,613	320,749
Charges for Services	4,302,145	4,118,150	4,647,156	4,896,350
Investment Income	674,188	419,000	640,000	675,000
Other Revenues	83,615	76,100	127,643	64,900
Total Revenues	21,724,287	21,488,812	22,282,475	22,159,794
<u>Expenditures</u>				
General Government	4,445,059	4,606,818	4,580,608	5,014,088
Public Safety	2,736,185	3,056,317	3,037,885	3,457,219
Community Development	2,760,461	2,833,720	2,659,656	2,554,127
Public Works	4,368,929	6,711,380	6,226,006	5,713,064
Culture and Recreation	4,389,773	4,807,866	4,695,607	5,121,829
Total Expenditures	18,700,407	22,016,101	21,199,762	21,860,327
<u>Other Sources (Uses)</u>				
Transfers Out-Capital Improvement Fund	-1,662,772	-1,662,772	-1,662,772	-1,712,700
Transfers Out-Ins Res Fund	0	0	0	0
Transfers Out-Marina Fund	-251,418	-268,458	-268,458	-295,929
Net Change in Fund Balance	1,109,690	-2,458,519	-848,517	-1,709,162
Unavailable Fund Balance	1,417,755	789,480	1,417,755	1,417,755
Unassigned Fund Balance - January 1	12,125,391	10,938,420	13,266,828	12,418,311
Unassigned Fund Balance - December 31	\$13,266,828	\$8,530,693	\$12,418,311	\$10,709,149
Total Fund Balance	\$14,684,583	\$9,320,173	\$13,836,066	\$12,126,904
Council Set Reserve (7-month)				\$12,008,985

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1000-3001	Property Taxes - Mill levy of .798	\$297,122	\$299,092	\$285,532	\$300,277
10-1000-3002	Property Tax Refunds from previous years	-1	0	0	0
10-1000-3003	Specific Ownership Tax - personal property	11,519	10,000	11,500	11,500
10-1000-3005	Paper Filing Fees	0	0	0	0
10-1000-3006	2% Town Sales Tax	6,879,883	7,020,000	6,937,883	6,937,883
10-1000-3007	2% County Sales Tax	7,308,719	7,500,000	7,314,750	7,314,750
10-1000-3008	Tax on Cigarettes	16,909	15,000	11,000	15,500
10-1000-3010	Severance Tax	778	1,000	653	100
10-1000-3020	Federal Mineral Lease Royalties	5,395	10,000	5,518	3,500
10-1000-3050	Franchise Fees - Qwest, Comcast, Xcel Energy	388,381	410,000	390,000	387,000
10-1000-3101	Interest on Investments - GF portion of allocation	674,189	419,000	640,000	675,000
10-1000-3102	Business Tax Penalties/Interest	69,083	40,000	200,000	51,810
10-1000-3115	Frisco Housing Locals - Rental	0	0	1	0
10-1000-3222	Miscellaneous Revenue - non-recurring receipts	191	0	49,231	0
10-1000-3225	Interfund Transfers	0	0	0	0
10-1000-3420	Recreational Marijuana Tax	256,916	308,500	206,000	206,000
10-1000-3502	Road and Bridge Apportionment	105,825	110,000	110,000	110,000
10-1000-3505	Highway Users Tax	133,180	108,000	128,625	131,749
10-1000-3511	Motor Vehicle Registrations - vehicles registered in Frisco	12,963	15,000	12,500	12,500
10-1000-3512	Motor Vehicle Sales Tax - vehicles purchased in Frisco	45,936	35,000	35,000	40,000
10-1000-3707	P-Card Rebates	41,630	45,000	43,912	45,000
10-1000-3708	Audit Revenue	55,937	50,000	50,000	50,000
10-1112-3301	Municipal Court Fees - includes portion of County fines	61,781	20,000	65,000	50,000
10-1114-3005	Paper Filing Fees	1,412	1,000	1,200	1,025
10-1114-3201	Business License Fees	164,302	155,000	165,000	164,275
10-1115-3200	Administrative Fees from Water Fund	42,500	42,500	42,500	43,350
10-1115-3201	Business License Fees	5	0	0	0
10-1115-3202	Dog/Cat Licenses	350	400	350	350
10-1115-3203	Administrative Fees from Marina Fund	20,000	20,000	20,000	20,000
10-1115-3204	Liquor License Fees	13,916	10,000	10,000	10,000
10-1115-3205	Short-Term Rental Licenses	0	0	0	0
10-1115-3206	Marijuana Licenses	11,520	7,500	2,505	0
10-1115-3220	COR A Revenue - non-recurring receipts	30	200	480	0
10-1115-3222	Miscellaneous Revenue - non-recurring receipts	627	0	0	0
10-1115-3401	Rental Revenue from Leased Town-Owned Properties	18,800	15,300	16,500	16,500
10-1115-3410	Sales of Cemetery Lots	900	500	3,500	0
10-1118-3810	Marketing Filming Fees	1,500	0	750	0
10-1119-3205	Short-term Rental Licenses	232,725	235,500	235,500	232,000
10-1119-3305	Planning Permits and Fees	23,311	25,000	40,000	20,000
10-1119-3306	Plumbing Permits - separate from Building Permits	23,311	26,000	22,000	33,350
10-1119-3307	Mechanical Permits - separate from Building Permits	39,024	16,000	35,000	26,250
10-1119-3309	Parklet Licensing	15,375	15,000	25,390	27,000
10-1119-3310	Building Permits and Fees	398,800	320,000	500,000	394,750
10-1119-3401	Rental Revenue from Leased Town-Owned Properties	0	0	0	0
10-1119-3550	State and Federal Grant Funding	82,967	17,033	23,033	0
10-1120-3315	Partnership Contributions	11,300	0	0	0
10-1120-3550	State and Federal Grant Funding	33,458	70,537	70,537	0
10-1120-3710	Plastic Bag Fee	87,305	65,000	70,000	85,600
10-1120-3715	EV Charging Revenues	9,870	7,000	7,000	7,000
10-1120-3720	Renewable Energy Credits	3,196	1,500	1,500	0
10-1121-3222	Miscellaneous Revenue - non-recurring receipts	9,197	7,500	9,000	7,500
10-1121-3223	Surcharge Fee on Fines - used to offset Police education	9,405	8,000	11,500	15,000
10-1121-3315	Partner Contributions	5,000	10,000	10,000	10,000
10-1121-3550	State and Federal Grant Funding	0	8,000	8,000	8,000
10-1121-3553	CDOT Reimbursements	3,428	10,000	3,400	5,000
10-1125-3222	Miscellaneous Revenue - non-recurring receipts	50	200	200	200
10-1125-3250	Tax Exempt Merchandise Sales	250	300	300	200
10-1125-3306	Sponsorship Revenue	5,500	3,000	3,000	0
10-1125-3401	Rental Revenue - Historic Buildings	325	2,200	2,200	2,200
10-1125-3402	Historic Park Tour Revenue	1,295	800	1,000	800
10-1125-3405	Gift Shop Revenue	9,922	11,000	11,000	10,000
10-1125-3550	State/Federal Grants	0	0	0	0
10-1125-3725	Donations to Historic Park and Museum	11,580	6,500	6,500	0
10-1130-3222	Miscellaneous Revenue - non-recurring receipts	1,655	2,400	1,700	1,700
10-1131-3300	Excavation Permits - utility costs	16,952	18,000	18,000	20,000
10-1131-3550	State and Federal Grant Funding	0	0	0	0
10-1140-3305	Event Permit Fees	50	0	0	0
10-1140-3306	Sponsorship Revenue	0	5,000	5,000	5,000
10-1140-3810	Special Event Parking Lot Usage	0	150	150	150
10-1140-3827	Spec Events: Concerts in the Park	35,299	40,000	35,000	3,000
10-1140-3835	Fall Fest	2,835	0	0	0
10-1150-3306	Sponsorship Revenue	8,500	5,000	5,000	5,000
10-1150-3601	Recreation Program Revenue	8,142	5,000	5,000	2,500
10-1150-3602	Recreation Fun Club Program	168,405	200,000	175,000	200,000
10-1150-3603	Recreation Special Event Revenue	134,423	140,000	140,000	150,000
10-1150-3604	Recreation After School	76,375	111,000	45,000	56,500
10-1150-3605	Recreation Sport Summer Program	71,843	87,000	117,450	110,000
10-1160-3222	Miscellaneous Revenue - non-recurring receipts	3,685	1,000	600	500
10-1160-3500	FAP Gift Card Revenue	3,650	10,000	4,200	3,000
10-1160-3703	Park Rental Fees	34,184	23,000	42,205	47,000
10-1160-3705	Concessionaire Revenue	0	0	16,000	40,000
10-1160-3901	Tubing Hill Revenue	2,402,959	2,150,000	2,654,682	2,800,000
10-1160-3902	Ski Hill Revenue	78,348	75,000	120,143	130,000
10-1160-3903	Event Revenues	0	0	2,000	1,000
10-1160-3904	Food/Beverage Revenues	71,287	126,000	15,500	5,000
10-1160-3905	Retail Sales Revenue	48,086	47,250	47,250	47,250
10-1160-3906	Day Lodge Rental Revenue	13,215	20,000	46,730	54,000
10-1160-3908	PRA Terrain Park Revenue	26,465	97,000	51,355	51,355
10-1160-3907	Ski School Concessionaire	66,231	65,000	68,000	73,860
10-1170-3222	Miscellaneous Revenue	0	0	0	0
10-1170-3470	Service and Repair Income	3,664	3,500	4,060	4,060
10-1170-3482	Nordic Rental Equipment Sales	0	0	0	0
10-1170-3500	Nordic Center Gift Card Revenue	2,035	5,000	14,000	14,000
10-1170-3703	Nordic Building Rental Revenue	0	1,000	0	0
10-1170-3705	Concessionaire Revenue	66,713	60,000	60,000	60,000
10-1170-3901	Daily Pass Revenue	222,942	190,000	225,000	250,000
10-1170-3902	Punch Pass Revenue	72,110	68,000	65,000	70,000
10-1170-3903	Event Revenue	11,938	10,000	15,000	15,000
10-1170-3904	Food/Beverage Revenue	8,266	7,200	8,500	9,000
10-1170-3905	Retail Sales Revenue	21,047	21,000	18,000	19,000
10-1170-3906	Season Pass Revenue (Joint)	48,787	47,250	56,000	58,000
10-1170-3907	Season Pass Revenue (Frisco)	83,300	72,000	85,000	90,000
10-1170-3908	Equipment Rentals	159,993	147,000	160,000	176,000
10-1170-3909	Programs/Lessons	92,012	95,000	100,000	105,000
TOTAL REVENUES - GENERAL FUND		\$21,724,288	\$21,488,812	\$22,282,475	\$22,159,794

GENERAL GOVERNMENT EXPENDITURES

10/9/2025

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1110-4010	Benefits (non-medical)	\$16,327	\$92,464	\$50,000	\$49,000
10-1110-4202	Postage	125	3,000	3,000	0
10-1110-4203	Telephone and Wireless Telephone Services	121,444	120,000	118,000	116,000
10-1110-4205	Repairs and Maintenance of Electronic Equip.	8,953	10,000	9,000	9,000
10-1110-4210	Dues & Subscriptions - professional organizations	11,717	12,145	12,300	12,500
10-1110-4211	Election Expenses	10,891	20,000	304	0
10-1110-4226	Internet/Technology Services - maintenance of web site	1,065	2,200	2,200	0
10-1110-4227	Staff Training	24,368	24,000	14,000	20,000
10-1110-4229	Supplies - hosting meetings with other entities	1,448	5,000	800	1,300
10-1110-4231	IT Support Services Contract	149,730	146,000	146,000	153,300
10-1110-4233	Operating Supplies	13,140	15,000	9,000	13,000
10-1110-4244	Monthly Bank Service Charges	31,815	30,000	38,000	48,000
10-1110-4250	Professional Services - legal fees/appraisals	322,904	358,000	308,000	384,000
10-1110-4254	Property Management - 1/2; 1/2 to SCHA	160	0	0	0
10-1110-4276	Community Outreach	76	0	0	0
10-1110-4501	Treasurer's Fees - County fees collected for TOF	5,677	5,500	5,500	5,800
10-1110-4502	Liability and Worker's Comp Insurance	512,653	406,400	523,052	567,500
10-1110-4605	NWCCOG Annual Dues	5,476	5,591	5,595	5,600
10-1110-4615	SCTC IGA Expenses	24,505	30,631	30,000	30,000
10-1110-4620	Cemetery Marker Expense	138	400	400	0
10-1110-4650	VIP Program - employee recognition program	27,193	36,810	36,000	36,000
10-1110-4651	Town Wide Wellness Committee	5,602	13,650	8,000	10,000
10-1110-4652	Town Wide Safety Committee	0	1,000	1,000	1,000
10-1110-4653	Green Team	0	0	8,000	8,000
10-1110-4702	Technical Support Contracts for General Fund	238,838	247,778	291,046	315,573
10-1110-4703	Technical License Purchases for General Fund	150,694	111,600	116,727	211,959
10-1110-4704	Technical Hardware Purchases for General Fund	79,152	32,800	65,926	103,100
10-1110-4705	I-70 Coalition Membership Dues	2,394	2,394	2,394	2,400
10-1110-5901	Interfund Transfers - Capital	1,662,772	1,662,772	1,662,772	1,712,700
10-1110-5903	Interfund Transfers - Marina Fund	251,418	268,458	268,458	295,929
TOTAL GENERAL GOVERNMENT		\$3,680,676	\$3,663,593	\$3,735,474	\$4,111,661

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1111-4001	Legislative Salaries	\$56,350	\$60,000	\$69,000	\$69,000
10-1111-4010	Benefits	4,365	4,710	5,417	5,417
	SUBTOTAL SALARIES AND BENEFITS	\$60,715	\$64,710	\$74,417	\$74,417
10-1111-4222	Misc Exp	\$0	\$2,000	\$3,333	\$2,000
10-1111-4227	Reg. Fees, Lodging, Travel, & Meals	13,280	18,000	7,000	13,000
10-1111-4229	Council Dinners, Supplies	15,241	15,000	15,000	15,000
	SUBTOTAL OPERATING EXPENSES	\$28,586	\$35,000	\$22,000	\$30,000
	TOTAL LEGISLATIVE	\$89,301	\$99,710	\$96,417	\$104,417

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1112-4001	Municipal Court Salaries	\$4,950	\$5,400	\$5,400	\$5,400
10-1112-4010	Benefits	389	552	552	552
	SUBTOTAL SALARIES AND BENEFITS	\$5,339	\$5,952	\$5,952	\$5,952
10-1112-4202	Postage - Department share	\$15	\$100	\$0	\$0
10-1112-4227	Education	0	0	0	0
10-1112-4250	Professional Services	250	800	400	400
	SUBTOTAL OPERATING EXPENSES	\$265	\$900	\$400	\$400
	TOTAL MUNICIPAL COURT	\$5,604	\$6,852	\$6,352	\$6,352

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1114-4001	Finance Salaries	\$583,104	\$602,749	\$597,170	\$626,969
10-1114-4002	Overtime	321	1,122	300	1,123
10-1114-4010	Benefits	62,767	57,754	59,412	61,650
10-1114-4011	Employer Paid Health Insurance Premium	130,022	94,620	94,620	94,620
10-1114-4050	Retirement Benefits	25,555	36,678	29,115	30,568
	SUBTOTAL SALARIES AND BENEFITS	\$801,769	\$792,923	\$780,617	\$814,930
10-1114-4202	Postage - Department share	\$873	\$600	\$10	\$0
10-1114-4210	Professional Dues and Subscriptions	1,206	2,000	2,000	1,400
10-1114-4227	Reg Fees, Lodging, Travel, & Meals	9,300	12,000	11,000	11,600
10-1114-4233	Supplies	869	500	500	500
10-1114-4250	Professional Services - Audit	76,387	90,000	110,000	74,000
10-1114-4703	Furniture and Equipment - non-capital	0	200	0	200
	SUBTOTAL OPERATING EXPENSES	\$88,634	\$105,300	\$123,510	\$87,700
	TOTAL FINANCE	\$890,404	\$898,223	\$904,127	\$902,630

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1115-4001	Administration Salaries	\$616,415	\$653,560	\$657,576	\$718,980
10-1115-4002	Administration Overtime	1,428	1,391	687	731
10-1115-4010	Benefits	59,920	57,035	55,635	58,193
10-1115-4011	Employer Paid Health Insurance Premium	89,546	76,485	64,385	76,485
10-1115-4050	Retirement Benefits	39,999	42,567	46,986	50,585
	SUBTOTAL SALARIES AND BENEFITS	\$807,308	\$831,038	\$825,269	\$904,974
10-1115-4202	Postage - Department share	\$1,019	\$700	\$4,500	\$4,500
10-1115-4210	Professional Dues and Subscriptions	3,686	5,000	4,000	4,000
10-1115-4211	Election	0	0	0	15,000
10-1115-4224	Department Supplies for meetings, etc.	253	2,000	500	500
10-1115-4227	Reg. Fees, Lodging, Travel, & Meals	12,565	25,000	4,500	13,000
10-1115-4233	Supplies	1,228	0	500	500
10-1115-4265	Advertising for Legal Notices, Job Vacancies	4,874	5,500	750	1,000
10-1115-4703	Furniture and Equipment - non-capital	4,355	10,000	10,000	5,000
	SUBTOTAL OPERATING EXPENSES	\$27,980	\$48,200	\$24,750	\$43,500
	TOTAL ADMINISTRATION	\$835,287	\$879,238	\$850,019	\$948,474

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1116-4620	Grants - County-wide Non-profits	\$116,447	\$127,188	\$127,188	\$100,000
10-1116-4621	Grants - Community Impact Grants	101,000	100,000	100,000	80,000
10-1116-4623	Summit County Search and Rescue	0	0	0	0
10-1116-4625	Grants - Scholarships	0	25,000	25,000	16,000
TOTAL DISCRETIONARY		\$217,447	\$252,188	\$252,188	\$196,000

HUMAN RESOURCES

10/9/2025

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1117-4001	Human Resource Salaries	\$359,076	\$401,730	\$399,668	\$455,558
10-1117-4002	Human Resource Overtime	1,377	3,686	1,000	4,269
10-1117-4010	Benefits	33,376	40,125	39,967	44,396
10-1117-4011	Employer Paid Health Insurance Premium	62,027	63,080	63,080	63,080
10-1117-4050	Retirement Benefits	13,064	19,723	19,346	22,080
	SUBTOTAL SALARIES AND BENEFITS	\$468,919	\$528,344	\$523,061	\$589,383
10-1117-4202	Postage - Department Share	\$25	\$100	\$0	\$0
10-1117-4210	Professional Dues and Subscriptions	15,212	16,000	18,600	16,000
10-1117-4224	Department Supplies for Meetings, etc.	23,232	0	0	0
10-1117-4227	Reg. Fees, Lodging, Travel, & Meals	8,854	16,200	13,600	16,200
10-1117-4233	Supplies	3,246	1,600	1,000	1,600
10-1117-4250	Professional Services	47,497	50,000	36,000	15,000
10-1117-4265	Advertising for Legal Notices, Job Vacancies	35,025	70,000	50,000	59,000
10-1117-4650	Employee Recognition Program	38,520	56,000	25,000	56,000
	SUBTOTAL OPERATING EXPENSES	\$171,611	\$209,900	\$144,200	\$163,800
	TOTAL HUMAN RESOURCES	\$640,530	\$738,244	\$667,261	\$753,183

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1118-4001	Marketing Salaries	\$307,993	\$333,928	\$332,531	\$368,959
10-1118-4010	Benefits	31,915	32,201	32,329	33,572
10-1118-4011	Employer Paid Health Insurance Premium	50,929	47,310	47,310	47,310
10-1118-4050	Retirement Benefits	18,562	21,170	21,063	23,465
	SUBTOTAL SALARIES AND BENEFITS	\$409,399	\$434,609	\$433,233	\$473,306
10-1118-4202	Postage - Department share	\$3	\$300	\$150	\$0
10-1118-4210	Professional Dues & Subscriptions	3,105	3,300	3,300	3,300
10-1118-4227	Reg. Fees, Lodging, Travel, & Meals	2,237	7,500	7,500	7,500
10-1118-4233	Supplies	1,435	1,500	1,200	1,500
10-1118-4265	Advertising and Promotions	246,608	280,000	280,000	275,000
10-1118-4590	Public Relations Consultant	49,764	53,000	53,000	48,000
10-1118-4267	Added Events	39	0	0	0
10-1118-4635	Brochure Printing and Distribution	0	0	0	0
10-1118-4645	Promotional Photography	7,500	15,000	14,000	7,500
10-1118-4655	Website Maint. and Regular Updates	49,773	35,000	35,000	35,000
10-1118-4825	Sponsorships	21,589	25,000	24,000	15,000
10-1118-4828	Focus on Frisco/SCTV	0	0	0	0
	SUBTOTAL OPERATING EXPENSES	\$382,053	\$420,600	\$418,150	\$392,800
	TOTAL MARKETING	\$791,452	\$855,209	\$851,383	\$866,106

Account Number	Account Title	2024 Actual	2025 Budget	Estimated 2025 Year End	Proposed 2026 Budget
10-1119-4001	Community Development Salaries	\$766,469	\$809,140	\$625,000	\$583,020
10-1119-4002	Community Development Overtime	2,512	0	0	0
10-1119-4005	Part-Time Salaries	0	18,200	18,200	18,200
10-1119-4010	Benefits	70,163	82,373	65,000	56,302
10-1119-4011	Employer Paid Health Insurance Premium	104,511	157,700	93,000	94,620
10-1119-4050	Retirement Benefits	22,387	31,058	25,000	20,351
SUBTOTAL SALARIES AND BENEFITS		\$966,042	\$1,098,471	\$826,200	\$772,493
10-1119-4202	Postage - Department share	\$1,246	\$1,000	\$0	\$0
10-1119-4210	Professional Dues and Subscriptions	1,981	3,000	3,000	2,000
10-1119-4221	Printing	303	1,000	1,000	500
10-1119-4227	Reg. Fees, Lodging, Travel, & Meals	8,486	10,000	10,000	10,000
10-1119-4230	Code Books	0	0	2,000	2,000
10-1119-4233	Supplies	1,820	1,500	1,500	850
10-1119-4250	Legal and Consulting Fees	619	10,000	10,000	10,000
10-1119-4260	Gas/Oil - Department share for vehicles	23	0	0	0
10-1119-4265	Advertising	1,086	2,500	2,500	1,500
10-1119-4306	Planning Commission Expenses	1,770	3,600	3,600	3,000
10-1119-4313	Building Professional Consultant	262,531	14,900	406,200	449,700
10-1119-4521	GOVOS Support Software	55,331	50,000	50,000	52,500
10-1119-4588	Special Projects	177,708	72,293	30,000	0
10-1119-4703	Furniture and Equipment - non-capital	5,234	1,000	1,000	500
10-1119-5079	Unified Development Code amendments - non-capital	0	10,000	0	5,000
SUBTOTAL OPERATING EXPENSES		\$518,137	\$180,793	\$520,800	\$537,550
TOTAL COMMUNITY DEVELOPMENT		\$1,484,179	\$1,279,264	\$1,347,000	\$1,310,043

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1120-4001	Sustainability Salaries	\$151,537	\$163,436	\$80,889	\$93,607
10-1120-4002	Sustainability Overtime	32	1,773	0	0
10-1120-4010	Benefits	15,199	17,119	14,370	15,368
10-1120-4011	Employer Paid Health Insurance Premium	30,696	31,540	15,770	15,770
10-1120-4050	Retirement Benefits	4,693	4,956	1,427	2,808
	SUBTOTAL SALARIES AND BENEFITS	\$202,157	\$218,824	\$112,456	\$127,553
10-1120-4202	Postage - Department share	\$0	\$100	\$0	\$0
10-1120-4210	Professional Dues and Subscriptions	2,050	7,240	7,240	7,240
10-1120-4221	Printing	140	200	200	200
10-1120-4227	Reg. Fees, Lodging, Travel, & Meals	5,082	4,250	2,000	3,000
10-1120-4233	Supplies	98	500	500	500
10-1120-4250	Professional Services	76,075	138,925	60,000	0
10-1120-4265	Advertising	251	500	500	500
10-1120-4277	Environmental Program Partnerships	149,587	122,380	137,749	121,885
10-1120-4401	Sustainability Utilities	10,669	0	10,000	12,000
10-1120-4588	Public Outreach	881	1,500	500	1,500
10-1120-4603	Reusable Bottle Strategy	12,000	12,000	12,000	12,000
10-1120-4621	Grants - Frisco Health, Welfare and Community Services	0	79,000	5,000	5,000
10-1120-4715	Reusable Bag Expense	25,840	112,628	112,628	85,600
10-1120-4703	Furniture and Equipment - non-capital	0	1,200	500	1,000
	SUBTOTAL OPERATING EXPENSES	\$282,673	\$480,423	\$348,817	\$250,425
	TOTAL SUSTAINABILITY	\$484,830	\$699,247	\$461,273	\$377,978

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1121-4001	Police Salaries	\$1,686,107	\$1,783,742	\$1,783,742	\$2,104,181
10-1121-4002	Overtime	105,044	75,586	75,586	96,290
10-1121-4003	Reimbursable Salaries	0	0	0	0
10-1121-4010	Benefits	80,749	77,227	77,227	82,847
10-1121-4011	Employer Paid Health Insurance Premium	298,041	283,860	283,860	283,860
10-1121-4050	Retirement Benefits	41,097	89,196	89,196	101,679
10-1121-4051	FPPA Retirement Benefits	190,649	233,259	233,259	284,934
SUBTOTAL SALARIES AND BENEFITS		\$2,401,687	\$2,542,870	\$2,542,870	\$2,953,791
10-1121-4202	Postage - Department share	\$1,386	\$1,500	\$400	\$1,500
10-1121-4205	Equipment Repair and Maintenance	2,599	1,000	1,000	1,000
10-1121-4210	Professional Dues and Subscriptions	19,340	16,000	16,000	16,000
10-1121-4218	Weapons Range Operating Expense	12,268	15,000	15,000	15,000
10-1121-4227	Reg. Fees, Lodging, Travel, & Meals	24,636	15,000	12,000	15,000
10-1121-4228	Recruitment Strategies	23,668	10,000	8,500	8,000
10-1121-4233	Supplies	9,860	10,000	18,000	10,000
10-1121-4250	Professional Services	7,381	6,500	6,500	6,500
10-1121-4260	Gas/Oil - Department share for vehicles	176	0	0	0
10-1121-4270	Uniforms	17,992	15,000	12,000	12,000
10-1121-4273	Towing Expenses	201	0	300	0
10-1121-4274	Communication (Dispatch) Services	154,884	335,815	335,815	338,315
10-1121-4276	Police Community Assistance	0	0	0	0
10-1121-4281	MERT External Program Expenses	6,201	28,799	10,000	21,780
10-1121-4282	MERT Internal Program Expenses	35,752	38,333	36,000	38,333
10-1121-4283	D.A.R.E. Program Expenses	0	500	500	0
10-1121-4301	Animal Impound Fees - Summit County	4,888	4,500	6,000	4,500
10-1121-4613	County HAZMAT Fees	13,267	12,500	14,000	14,500
10-1121-4703	Furniture and Equipment - non-capital	0	3,000	3,000	1,000
SUBTOTAL OPERATING EXPENSES		\$334,498	\$513,447	\$495,015	\$503,428
TOTAL POLICE		\$2,736,185	\$3,056,317	\$3,037,885	\$3,457,219

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1125-4001	Historic Park Salaries	\$246,262	\$221,049	\$223,866	\$239,666
10-1125-4002	Overtime	142	921	60	1,007
10-1125-4005	Part-time Salaries	19,331	60,639	67,069	70,363
10-1125-4010	Benefits	25,754	23,650	29,139	30,644
10-1125-4011	Employer Paid Health Insurance Premium	45,215	47,310	47,310	47,310
10-1125-4050	Retirement Benefits	5,706	13,656	10,811	11,515
	SUBTOTAL SALARIES AND BENEFITS	\$342,411	\$367,225	\$378,255	\$400,505
10-1125-4202	Postage - Department share	\$23	\$150	\$0	\$0
10-1125-4205	Equipment Repair and Maintenance	992	1,500	1,500	1,500
10-1125-4207	Building Repair and Maintenance	2,888	13,000	8,000	9,000
10-1125-4210	Professional Dues and Subscriptions	1,622	2,500	2,300	2,500
10-1125-4221	Printing	4,783	4,000	3,200	6,000
10-1125-4227	Reg. Fees, Lodging, Travel, and Meals	3,384	4,000	4,000	4,000
10-1125-4233	Supplies	1,129	2,400	2,100	2,400
10-1125-4250	Professional Services	0	0	0	0
10-1125-4265	Advertising	6,663	15,000	10,000	13,000
10-1125-4401	Utility Costs - park buildings	9,616	15,000	13,400	13,000
10-1125-4477	Cleaning/Janitorial Expenses	10,127	15,000	8,000	10,000
10-1125-4703	Furniture and Equipment - non-capital	3,641	5,000	4,000	1,500
10-1125-4890	Museum Special Events	19,215	25,000	25,000	25,000
10-1125-4891	Museum Retail Inventory	8,010	10,000	9,600	10,000
10-1125-4892	Imprint Retail	1,383	5,000	5,000	3,650
10-1125-4893	Exhibit Expenses	10,207	23,000	21,000	16,000
10-1125-4894	Historic Park Programs/Outreach	4,414	9,000	9,000	9,500
	SUBTOTAL OPERATING EXPENSES	\$88,098	\$149,550	\$126,100	\$127,050
	TOTAL HISTORIC PARK	\$430,509	\$516,775	\$504,355	\$527,555

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1130-4001	PW Admin Salaries	\$415,689	\$457,795	\$457,654	\$502,400
10-1130-4002	Overtime	1	1,000	1,000	109
10-1130-4010	Benefits	40,022	43,830	41,758	44,994
10-1130-4011	Employer Paid Health Insurance Premium	57,905	59,926	59,926	59,926
10-1130-4050	Retirement Benefits	19,947	23,450	19,550	21,258
	SUBTOTAL SALARIES AND BENEFITS	\$533,564	\$586,001	\$579,888	\$628,687
10-1130-4202	Postage - Department share	\$9	\$125	\$125	\$0
10-1130-4210	Professional Dues and Subscriptions	1,962	5,000	4,000	4,000
10-1130-4227	Reg. Fees, Lodging, Travel, and Meals	6,598	7,500	7,500	7,500
10-1130-4233	Supplies	2,798	7,500	7,500	7,500
10-1130-4250	Professional Services	55,885	235,000	125,000	250,000
10-1130-4265	Advertising	2,096	8,000	2,000	3,000
10-1130-4270	Uniforms - Department share	2,939	8,000	4,000	8,000
	SUBTOTAL OPERATING EXPENSES	\$72,287	\$271,125	\$150,125	\$280,000
	TOTAL PW ADMIN	\$605,851	\$857,126	\$730,013	\$908,687

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1131-4001	PW Streets Salaries	\$296,911	\$397,596	\$303,230	\$360,509
10-1131-4002	Overtime	12,750	20,000	14,487	14,444
10-1131-4005	Seasonal Salaries	1,838	4,000	3,000	0
10-1131-4010	Benefits	32,542	0	35,244	38,331
10-1131-4011	Employer Paid Health Insurance Premium	78,098	94,620	78,850	86,735
10-1131-4050	Retirement Benefits	6,990	17,859	13,195	11,369
SUBTOTAL SALARIES AND BENEFITS		\$429,129	\$534,075	\$448,006	\$511,388
10-1131-4205	Equipment Repair and Maintenance	699	0	600	2,000
10-1131-4210	Professional Dues and Subscriptions	1,049	2,500	2,500	2,500
10-1131-4227	Reg. Fees, Lodging, Travel, and Meals	3,344	10,000	10,000	10,000
10-1131-4233	Supplies	357	500	500	500
10-1131-4250	Professional Services - surveying, engineering	79,661	92,500	92,500	100,000
10-1131-4265	Advertising	2,829	5,000	3,000	3,000
10-1131-4270	Uniforms - Department share	4,752	6,500	5,000	6,500
10-1131-4271	Tools	816	10,000	7,500	7,500
10-1131-4401	Utility Costs - Street lights	69,366	80,000	80,000	160,000
10-1131-4402	Road Resurfacing - non-capital costs	885,089	1,400,000	1,400,000	900,000
10-1131-4403	Routine Street Maintenance	99,614	92,496	90,000	95,000
10-1131-4404	Snow Removal - Deicers, Contract Hauling	132,656	170,000	100,000	150,000
10-1131-4585	Equipment Rental	0	40,000	20,000	15,000
10-1131-4703	Furniture and Equipment - non-capital	0	0	0	10,000
10-1131-4965	Curb Replacement	149,692	250,000	250,000	150,000
10-1131-4980	Bridge Improvements	900	487,100	487,100	75,000
SUBTOTAL OPERATING EXPENSES		\$1,430,823	\$2,646,596	\$2,548,700	\$1,687,000
TOTAL PW STREETS		\$1,859,952	\$3,180,671	\$2,996,706	\$2,198,388

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1132-4001	PW Buildings Salaries	\$191,588	\$208,854	\$190,956	\$227,728
10-1132-4002	Overtime	2,807	3,921	3,661	4,173
10-1132-4010	Benefits	19,185	22,271	21,502	23,635
10-1132-4011	Employer Paid Health Insurance Premium	56,403	47,310	47,310	47,310
10-1132-4050	Retirement Benefits	6,887	7,822	7,429	8,463
	SUBTOTAL SALARIES AND BENEFITS	\$276,869	\$290,178	\$270,858	\$311,309
10-1132-4207	Repair/Maintenance -Town Buildings	\$216,080	\$583,920	\$583,920	\$425,000
10-1132-4210	Professional Dues and Subscriptions	1,821	3,000	3,000	16,244
10-1132-4227	Reg. Fees, Lodging, Travel, and Meals	3,642	5,000	7,500	6,500
10-1132-4233	Supplies	55	3,000	2,000	12,000
10-1132-4250	Professional Services - surveying	3,900	10,000	5,000	10,000
10-1132-4265	Advertising	1,160	1,000	1,000	1,000
10-1132-4270	Uniforms - Department share	1,358	3,000	3,000	3,000
10-1132-4400	Pest Control - insects, wildlife	1,113	1,200	1,200	1,200
10-1132-4401	Utilities for Town Owned Buildings, Parks	52,165	70,000	70,000	70,000
10-1132-4407	Renewable Utilities for Town Owned Buildings, Parks	67,549	40,000	70,000	70,000
10-1132-4411	Trash & Recycling Expense	67,162	50,000	50,000	60,000
10-1132-4412	Cleaning Services	0	0	0	60,000
10-1132-4703	Furniture and Equipment - non-capital	0	10,000	11,902	10,000
	SUBTOTAL OPERATING EXPENSES	\$416,005	\$780,120	\$808,522	\$744,944
	TOTAL PW FACILITIES	\$692,874	\$1,070,298	\$1,079,380	\$1,056,253

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1133-4001	Fleet Salaries	\$167,124	\$222,948	\$230,000	\$267,416
10-1133-4002	Overtime	3,235	8,844	8,844	10,262
10-1133-4010	Benefits	18,845	24,006	25,360	28,023
10-1133-4011	Employer Paid Health Insurance Premium	28,009	47,310	47,310	47,310
10-1133-4050	Retirement Benefits	9,947	10,690	14,406	16,369
SUBTOTAL SALARIES AND BENEFITS		\$227,160	\$313,798	\$325,920	\$369,380
10-1133-4205	Repair/Maintenance of Vehicles - all departments	\$75,107	\$100,000	\$100,000	\$100,000
10-1133-4210	Professional Dues and Subscriptions	6,400	7,000	7,000	7,000
10-1133-4227	Reg. Fees, Lodging, Travel, and Meals	611	8,000	3,000	5,000
10-1133-4233	Supplies	0	600	600	1,000
10-1133-4250	Professional Services	2,014	8,000	5,000	5,000
10-1133-4260	Gas/Oil	181,121	155,000	145,000	145,000
10-1133-4265	Advertising	1,160	1,000	1,000	1,000
10-1133-4270	Uniforms - Department share	6,269	8,000	8,000	8,000
10-1133-4271	Tools	2,080	7,000	7,000	7,000
10-1133-4404	Snow Removal - Plow Blades, Blowers	11,523	12,000	12,000	18,000
10-1133-4405	EV Tools and Training	0	50,000	0	5,000
SUBTOTAL OPERATING EXPENSES		\$286,285	\$356,600	\$288,600	\$302,000
TOTAL PW FLEET		\$513,445	\$670,398	\$614,520	\$671,380

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1134-4001	PW Grounds Salaries	\$420,339	\$545,858	\$484,187	\$525,461
10-1134-4002	Overtime	10,978	8,644	8,644	9,967
10-1134-4005	Seasonal Salaries	51,532	69,047	69,047	72,335
10-1134-4010	Benefits	52,796	63,419	54,749	61,135
10-1134-4011	Employer Paid Health Insurance Premium	104,569	126,160	118,275	118,275
10-1134-4050	Retirement Benefits	21,250	28,809	21,735	23,433
SUBTOTAL SALARIES AND BENEFITS		\$661,465	\$841,937	\$756,637	\$810,606
10-1134-4205	Repair/Maintenance of Vehicles & mowers	\$118	\$10,000	\$3,000	\$5,000
10-1134-4210	Professional Dues and Subscriptions	95	250	250	250
10-1134-4227	Reg. Fees, Lodging, Travel, and Meals	8,693	10,000	9,000	10,000
10-1134-4233	Supplies	10,188	33,400	13,000	15,000
10-1134-4250	Professional Services	8,392	15,000	10,000	15,000
10-1134-4265	Advertising	1,160	1,100	1,000	1,000
10-1134-4270	Uniforms - Department share	2,305	4,200	4,000	5,500
10-1134-4400	Pest Control - insects, wildlife	1,393	2,500	2,000	3,000
10-1134-4404	Snow Removal - Town Owned Buildings/Parks	623	3,000	1,500	3,000
10-1134-4703	Equipment/Furniture	2,375	11,500	5,000	10,000
SUBTOTAL OPERATING EXPENSES		\$35,342	\$90,950	\$48,750	\$67,750
TOTAL PW GROUNDS		\$696,806	\$932,887	\$805,387	\$878,356

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1140-4001	Special Events Salaries	\$137,846	\$177,719	\$177,719	\$183,842
10-1140-4002	Overtime	3,454	3,761	3,761	4,000
10-1140-4005	Seasonal Salaries	18,210	25,421	25,421	27,000
10-1140-4010	Benefits	15,008	23,629	23,639	41,969
10-1140-4011	Employer Paid Health Insurance Premium	28,174	39,425	39,425	39,425
10-1140-4050	Retirement Benefits	3,715	9,074	9,074	32,550
SUBTOTAL SALARIES AND BENEFITS		\$206,407	\$279,029	\$279,039	\$328,786
10-1140-4202	Postage - Department share	\$4	\$300	\$100	\$0
10-1140-4205	Repair/Maintenance of Event Equipment	52	1,000	500	500
10-1140-4210	Professional Dues and Subscriptions	2,033	2,000	2,500	2,000
10-1140-4227	Reg. Fees, Lodging, Travel, and Meals	1,572	3,500	3,500	3,500
10-1140-4233	Supplies	8,187	8,000	8,000	8,000
10-1140-4244	Bank Service Charges	777	4,000	4,000	4,000
10-1140-4250	Professional Services	6,000	9,250	9,250	8,000
10-1140-4261	Street Banners	8,808	8,500	8,500	8,500
10-1140-4401	Utilities for Events	5,213	3,000	4,000	3,000
10-1140-4620	Non-Profit Donations	22,000	30,000	30,000	7,000
10-1140-4665	Green Event Infrastructure	1,845	3,000	2,500	1,500
10-1140-4703	Furniture and Equipment - non-capital	1,792	6,000	3,500	3,000
10-1140-4804	4th of July	61,673	55,000	77,271	85,000
10-1140-4809	Clean Up Day	4,566	4,500	4,484	4,500
10-1140-4811	Wassail Days	33,142	30,000	25,000	24,000
10-1140-4827	Concerts in the Park	43,167	50,000	75,000	65,000
10-1140-4850	Uniforms - Special Events Team	1,034	2,000	2,625	3,000
10-1140-4851	Bike to Work Day	1,122	1,000	2,363	1,000
10-1140-4852	Trick or Treat Street	1,117	1,000	1,000	1,000
10-1140-4853	Easter Egg Hunt	1,160	5,000	2,476	3,000
10-1140-4857	Spontaneous Combustion	8,737	10,000	10,131	10,200
10-1140-4869	BBQ Challenge Utilities, Mtn., Waste	0	0	0	0
10-1140-4873	Fall Fest	24,332	20,000	20,000	20,000
10-1140-4882	Kick Off Concert	0	0	0	0
SUBTOTAL OPERATING EXPENSES		\$238,334	\$257,050	\$296,700	\$265,700
TOTAL SPECIAL EVENTS		\$444,742	\$536,079	\$575,739	\$594,486

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1150-4001	Recreation Salaries	\$263,785	\$188,970	\$188,970	\$292,824
10-1150-4002	Overtime	5,643	4,827	4,827	5,530
10-1150-4005	Seasonal Salaries	232,234	309,627	248,135	331,644
10-1150-4010	Benefits	49,819	51,307	22,084	57,230
10-1150-4011	Employer Paid Health Insurance Premium	55,695	37,060	37,060	45,733
10-1150-4050	Retirement Benefits	9,280	10,610	12,055	13,195
SUBTOTAL SALARIES AND BENEFITS		\$616,456	\$602,401	\$513,131	\$746,156
10-1150-4202	Postage - Department share	\$6	\$150	\$50	\$0
10-1150-4210	Professional Dues and Subscriptions	1,829	1,200	2,000	1,200
10-1150-4227	Reg. Fees, Lodging, Travel, and Meals	5,749	8,000	5,000	8,000
10-1150-4233	Operating Supplies	523	1,000	750	1,000
10-1150-4244	Bank Service Charges	1,368	4,000	4,000	4,000
10-1150-4250	Professional Services	3,312	10,000	10,000	10,000
10-1150-4265	Advertising	14,994	17,000	17,000	17,000
10-1150-4477	Cleaning Services	0	7,000	7,000	8,000
10-1150-4602	Recreation Sports	21,705	26,500	26,500	21,900
10-1150-4604	Recreation Contracted Expenses	28,407	35,000	35,000	42,000
10-1150-4605	Recreation Fun Club	37,266	49,000	32,000	49,000
10-1150-4606	Recreation Winter Vacation Sensation	5,198	6,000	4,500	2,500
10-1150-4607	Recreation Supplies	2,549	3,000	3,000	1,000
10-1150-4608	Recreation Scholarship	705	5,000	5,000	5,000
10-1150-4609	Afterschool	0	2,500	1,000	1,000
10-1150-4701	Van Rental	17,378	15,000	15,000	8,000
10-1150-4702	Programs/Activities-Admission Fees, etc.	1,345	2,500	2,000	1,000
10-1150-4703	Furniture and Equipment - non-capital	1,617	10,000	8,000	3,000
10-1150-4850	Uniforms - Recreation Team	980	2,000	2,000	1,000
SUBTOTAL OPERATING EXPENSES		\$144,931	\$204,850	\$179,800	\$184,600
TOTAL RECREATION PROGRAMS		\$761,387	\$807,251	\$692,931	\$930,756

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1160-4001	Salaries	\$695,833	\$598,053	\$598,053	\$743,395
10-1160-4002	Overtime	32,546	18,968	18,968	15,132
10-1160-4005	Seasonals	411,121	574,881	574,881	549,538
10-1160-4010	Benefits	103,149	123,256	123,256	101,370
10-1160-4011	Employer Paid Health Insurance Premium	137,796	141,930	141,930	141,930
10-1160-4050	Retirement Benefits	10,341	23,933	23,933	30,933
SUBTOTAL SALARIES AND BENEFITS		\$1,390,787	\$1,481,021	\$1,481,021	\$1,582,298
10-1160-4201	Signage, Fence, Padding	\$10,104	\$11,000	\$11,000	\$8,000
10-1160-4203	Telephone	\$35	\$0	\$0	\$0
10-1160-4205	Equipment Repair Maintenance	22,123	40,000	35,000	35,000
10-1160-4207	Building Maintenance	1,883	8,000	17,000	8,000
10-1160-4208	Conveyor Lift System Maintenance	4,833	6,000	10,760	6,000
10-1160-4221	Supplies/Ticketing	20,323	17,000	17,000	17,000
10-1160-4223	Retail Merchandise	36,437	40,000	40,000	40,000
10-1160-4225	Food & Beverage	37,150	40,000	11,000	8,000
10-1160-4227	Travel/Education/Lodging	12,371	12,000	12,000	10,000
10-1160-4234	First Aid Supplies	3,945	4,000	4,000	3,000
10-1160-4244	Bank Service Charges	120,910	80,000	100,000	80,000
10-1160-4250	Professional Services	12,279	10,000	10,000	10,000
10-1160-4260	Gas/Oil	0	0	0	0
10-1160-4265	Advertising	47,829	50,000	50,000	50,000
10-1160-4270	Uniforms-Department	12,307	19,000	19,000	17,000
10-1160-4401	Utility Costs	70,337	75,000	75,000	75,000
10-1160-4405	Snowmaking Supplies	13,993	11,150	11,150	9,000
10-1160-4409	General Site Maintenance	25,530	38,000	38,000	35,000
10-1160-4411	Tubing Hill/Terrain Park Maintenance	46,857	20,000	25,000	20,000
10-1160-4455	Permit/License Fees	9,268	6,000	6,624	9,000
10-1160-4477	Cleaning	25,707	50,000	45,000	45,000
10-1160-4480	PRA Program/Event Expenses	0	2,000	2,000	0
10-1160-4501	FAP Gift Card Expense	907	10,000	1,500	1,500
SUBTOTAL OPERATING EXPENSES		\$535,128	\$549,150	\$541,034	\$486,500
TOTAL FRISCO ADVENTURE PARK		\$1,925,915	\$2,030,171	\$2,022,055	\$2,068,798

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
10-1170-4001	Salaries	\$345,921	\$298,930	\$298,930	\$369,384
10-1170-4002	Overtime	13,882	8,063	8,000	6,847
10-1170-4005	Seasonals	163,000	265,855	265,855	323,069
10-1170-4010	Benefits	53,736	61,812	61,812	66,321
10-1170-4011	Employer Paid Health Insurance Premium	95,776	74,908	74,908	70,965
10-1170-4050	Retirement Benefits	13,216	16,522	16,522	21,728
SUBTOTAL SALARIES AND BENEFITS		\$685,531	\$726,090	\$726,027	\$858,314
10-1170-4201	Signage, Fence, Padding	\$4,840	\$5,000	\$5,000	\$3,000
10-1170-4205	Equipment Repair Maintenance	13,954	18,000	29,000	18,000
10-1170-4207	Building Maintenance	2,543	2,000	2,000	1,000
10-1170-4210	Professional Dues and Subscriptions	3,574	2,500	2,000	1,500
10-1170-4221	Supplies/Ticketing	9,362	10,000	10,000	10,000
10-1170-4222	Ranger Program/Supplies	12,594	15,000	15,000	5,000
10-1170-4223	Retail Merchandise	12,568	12,000	13,000	15,000
10-1170-4225	Food & Beverage	2,737	5,000	5,000	5,000
10-1170-4227	Travel/Education/Lodging	3,641	6,500	5,000	4,000
10-1170-4244	Bank Service Charges	15,131	13,000	13,000	14,000
10-1170-4250	Professional Services	6,460	7,000	6,000	2,000
10-1170-4265	Advertising	15,050	17,000	17,000	15,000
10-1170-4270	Uniforms	1,665	7,000	5,000	3,000
10-1170-4401	Utility Costs	2,977	7,000	3,500	3,500
10-1170-4409	General Site Maintenance	1,403	5,000	3,000	5,000
10-1170-4455	Permit/License Fees	2,668	4,000	4,000	4,000
10-1170-4477	Cleaning	7,426	10,000	7,500	7,500
10-1170-4480	Special Events	655	10,900	10,900	6,020
10-1170-4500	Nordic Rental Equipment	21,197	31,000	15,000	17,500
10-1170-4501	Gift Card Expense	760	600	600	400
10-1170-4703	Furniture & Equipment - Non-Capital	484	3,000	3,000	1,500
SUBTOTAL OPERATING EXPENSES		\$141,690	\$191,500	\$174,500	\$141,920
TOTAL FRISCO NORDIC CENTER		\$827,220	\$917,590	\$900,527	\$1,000,234

CAPITAL IMPROVEMENT FUND REVENUE/EXPENDITURE SUMMARY

Major capital projects are budgeted in the Capital Improvement Fund. By Town ordinance, any General Fund balance in excess of the required reserve is to be transferred to the Capital Improvement Fund. The other major revenue source for this fund is real estate transfer fees. Major capital projects are only those items costing \$25,000 or more. The summary below is organized in the same format and order as the Annual Financial Statements. This design is intended to make it easier for the average user to compare the summary to results of operations as reported in the Annual Financial Statements. There is no required reserve for this fund.

	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>Revenues</u>				
Real Estate Transfer Fees	\$2,185,418	\$2,000,000	\$2,100,000	\$2,100,000
Intergovernmental Grants	1,463,372	150,000	350,000	0
Investment Income	295,074	205,000	135,000	100,000
Total Revenues	3,943,864	2,355,000	2,585,000	2,200,000
<u>Expenditures</u>				
Capital Outlay	10,237,511	10,080,377	7,850,525	4,306,000
Repair and Maintenance	13,509	11,491	2,164	50,000
Debt Service	441,713	515,072	515,072	510,933
Agent Fees	0	0	0	0
Other	0	25,000	25,000	0
Total Expenditures	10,692,733	10,631,940	8,392,761	4,866,933
<u>Other Sources (Uses)</u>				
COP Proceeds	0	0	0	0
Sale of Assets	108,779	168,609	168,609	135,000
Repayment of Loan from Developer	200,000	200,000	200,000	200,000
Transfers In - General Fund	1,662,772	1,662,772	1,662,772	1,712,700
Transfers In - Conservation Trust Fund	60,000	40,000	40,000	34,700
Transfers In - Lodging Tax	1,000,000	0	0	0
Net Change in Fund Balance	-3,717,318	-6,205,559	-3,736,380	-584,533
Unavailable Fund Balance	0	0	0	0
Unassigned Fund Balance - January 1	8,222,762	6,477,530	4,505,444	769,065
Unassigned Fund Balance - December 31	\$4,505,444	\$271,971	\$769,065	\$184,532

CAPITAL IMPROVEMENT FUND

10/9/2025

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
REVENUES:					
20-2000-3003	Developer Loan Payments	\$200,000	\$200,000	\$200,000	\$200,000
20-2000-3101	Interest on Investments -CIF portion	295,074	205,000	135,000	100,000
20-2000-3125	Real Estate Investment Fees	2,185,418	2,000,000	2,100,000	2,100,000
20-2000-3150	Capital Sale of Assets	108,779	168,609	168,609	135,000
20-2000-3225	Interfund Transfers - General Fund	1,662,772	1,662,772	1,662,772	1,712,700
20-2000-3226	Interfund Transfers - Conservation Trust Fund	60,000	40,000	40,000	34,700
20-2000-3227	Interfund Transfers - Lodging Tax Fund	1,000,000	0	0	0
20-2000-3550	State/Federal Grant Funding	1,463,372	150,000	350,000	0
20-2000-3600	COP Proceeds	0	0	0	0
20-2000-3660	Wildfire Council Grant	0	0	0	0
TOTAL REVENUE		\$6,975,416	\$4,426,381	\$4,656,381	\$4,282,400

CAPITAL IMPROVEMENT FUND

10/9/2025

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
EXPENDITURES:					
20-2000-4101	Vehicles and Equipment	1,169,445	2,723,837	1,900,000	1,396,000
20-2000-4102	Computer and Technology	0	100,000	100,000	95,000
20-2000-4107	Police Vehicle Upgrades	0	200,000	210,207	50,000
20-2000-4127	Frisco Bay Marina Bathhouse Restrooms	0	0	0	700,000
20-2000-4129	Ballfield Parking Lot Lighting	0	0	0	90,000
20-2000-4195	Equipment and Vehicle Leases	26,080	30,900	30,900	31,000
20-2000-4333	Debt Service - Principal	321,369	422,256	422,256	427,662
20-2000-4334	Debt Service - Interest	94,264	61,916	61,916	52,271
20-2000-4567	Facility Capital Repair	13,509	11,491	2,164	150,000
20-2000-4705	Old Town Hall / Exit 203 Landscaping	868,339	955,263	858,517	0
20-2000-4992	Solar Light Replacement Summit Blvd	437,625	162,375	85,000	50,000
20-2000-5017	Environmental Sustainability	11,666	638,345	510,000	50,000
20-2000-5024	PRA Plan Implementation	5,191,933	1,407,749	678,000	0
20-2000-5066	Trails Construction and Enhancements	365,423	294,229	294,229	150,000
20-2000-5067	Wayfinding	0	25,000	25,000	0
20-2000-5086	Hwy 9 Sidewalk Improvements	1,397,502	162,331	162,331	0
20-2000-5091	Storm System Repairs	0	75,000	75,000	50,000
20-2000-5093	Playground/Site Improvements at Town Parks / Pioneer Park	76,599	614,968	593,683	1,500,000
20-2000-5094	Town Hall Dumpster Enclosure	27,197	0	0	0
20-2000-5095	Town Hall Master Plan	5,695	10,000	0	0
20-2000-5098	Fiber Infrastructure	96,271	2,066,096	1,750,000	0
20-2000-5104	Complete Streets	66,442	533,558	583,558	0
20-2000-5105	Street Lights	473,376	86,626	50,000	0
20-2000-5106	Walkability Improvements	50,000	50,000	0	75,000
TOTAL CAPITAL IMPROVEMENTS		\$10,692,733	\$10,631,940	\$8,392,761	\$4,866,933

2026	2027	2028	2029	2030
Contractual Obligations:	Contractual Obligations:	Contractual Obligations:	Contractual Obligations:	Contractual Obligations:
Lease Purchases	Lease Purchases	Lease Purchases	Lease Purchases	Lease Purchases
Principal (4333)332,662	Principal (4333)336,093	Principal (4333)339,152	Principal (4333)341,646	Principal (4333)348,680
Interest (4334)52,271	Interest (4334)42,441	Interest (4334)32,476	Interest (4334)22,386	Interest (4334)12,180
\$384,933	\$378,534	\$371,628	\$364,032	\$360,860
Water Fund Loan (4333) 95,000	Water Fund Loan (4333) 95,000	Water Fund Loan (4333) 95,000	Water Fund Loan (4333) 95,000	Copier Leases (4195) 34,900
Copier Leases (4195) 31,000	Copier Leases (4195) 31,900	Copier Leases (4195) 32,900	Copier Leases (4195) 33,900	
Total Contractual Obligations \$510,933	Total Contractual Obligations \$505,434	Total Contractual Obligations \$499,528	Total Contractual Obligations \$492,932	Total Contractual Obligations \$395,760
Equipment Purchases:	Equipment Purchases:	Equipment Purchases:	Equipment Purchases:	Equipment Purchases:
Vehicle and Equipment Replacement (4101)1,396,000	Vehicle and Equipment Replacement (4101)491,550	Vehicle and Equipment Replacement (4101)1,197,250	Vehicle and Equipment Replacement (4101)979,000	Vehicle and Equipment Replacement (4101)800,000
Police Vehicle Upgrades (4107)50,000	Police Vehicle Upgrades (4107)150,000	Police Vehicle Upgrades (4107)77,250	Police Vehicle Upgrades (4107)50,000	Police Vehicle Upgrades (4107)129,000
Technology Purchases (4102)95,000	Technology Purchases (4102)0	Technology Purchases (4102)0	Technology Purchases (4102)0	Technology Purchases (4102)50,000
Total Equipment Purchases \$1,541,000	Total Equipment Purchases \$641,550	Total Equipment Purchases \$1,274,500	Total Equipment Purchases \$1,029,000	Total Equipment Purchases \$979,000
Repair and Maintenance:	Repair and Maintenance:	Repair and Maintenance:	Repair and Maintenance:	Repair and Maintenance:
Storm System Repairs (5091)50,000	Storm System Repairs (5091)50,000	Storm System Repairs (5091)50,000	Storm System Repairs (5091)50,000	Storm System Repairs (5091)600,000
Total Repair and Maintenance \$50,000	Total Repair and Maintenance \$50,000	Total Repair and Maintenance \$50,000	Total Repair and Maintenance \$50,000	Total Repair and Maintenance \$600,000
Capital Projects:	Capital Projects:	Capital Projects:	Capital Projects:	Capital Projects:
Ballfield Parking Lot Lighting (4129)90,000	Building Facility Improvements (4567)200,000	Boneyard300,000	Building Facility Improvements (4567)300,000	Building Facility Improvements (4567)500,000
Building Facility Improvements (4567)150,000	Burying Overhead Lines w/ Xcel0	Building Facility Improvements (4567)200,000	Business District Traffic Study200,000	Complete Streets (5104)650,000
Environmental Sustainability (5017)50,000	Complete Streets (5104)830,000	Complete Streets (5104)830,000	Complete Streets (5104)830,000	Environmental Sustainability (5017)50,000
Marina Bathhouse and Restrooms (4127)700,000	Environmental Sustainability (5017)50,000	Environmental Sustainability (5017)50,000	Environmental Sustainability (5017)50,000	Historic Park Parcel Land Use Plan (5071)150,000
Pioneer Park Improvements (5093)1,500,000	Exit 203 Landscape Design (4705)200,000	Eye of the Needle Parking300,000	Exit 203 Landscape Construction1,750,000	Marina: Island Grill/Lund House Remodel1,000,000
Solar Light Replacement (4992) (5105)50,000	Hwy 9 Walmart Lusher Gap Design (5086)100,000	Solar Light Replacement (4992) (5105)50,000	Hwy 9 Walmart Lusher Gap Construction (5086)850,000	PRA Maintenance Shed + Fuel System500,000
Trails Construction and Enhancements (5066)150,000	Lights at Terrain Park450,000	Trails Construction and Enhancements (5066)150,000	Marina Park Playground (5093)500,000	Trails Construction and Enhancements (5066)150,000
Walkability Improvements (5067) (5106)75,000	Marina Bathhouse and Restrooms (4127)620,000	Walkability Improvements (5067) (5106)100,000	Solar Light Replacement (4992) (5105)50,000	Walkability Improvements (5067) (5106)100,000
	Solar Light Replacement (4992) (5105)50,000		Trails Construction and Enhancements (5066)150,000	
	Trails Construction and Enhancements (5066)150,000		Walkability Improvements (5067) (5106)100,000	
	Walkability Improvements (5067) (5106)100,000			
Total Capital Projects \$2,765,000	Total Capital Projects \$2,750,000	Total Capital Projects \$1,980,000	Total Capital Projects \$4,780,000	Total Capital Projects \$3,100,000

Beginning Fund Balance - Projected	\$769,065	Beginning Fund Balance - Projected	\$184,532	Beginning Fund Balance - Projected	\$540,048	Beginning Fund Balance - Projected	\$1,295,120	Beginning Fund Balance - Projected	\$123,488
Grant Revenue	0	Grant Revenue	0	Grant Revenue	0	Grant Revenue	425,000	Grant Revenue	0
Other Sources - Financing	0	Other Sources - Financing	0	Other Sources - Financing	0	Other Sources - Financing	0	Other Sources - Financing	0
Revenues - 3% increase/year	4,282,400	Revenues - 3% increase/year	4,302,500	Revenues - 3% increase/year	4,559,100	Revenues - 3% increase/year	4,755,300	Revenues - 3% increase/year	5,098,000
Debt - Revenue Bonds/Water Fund	510,933	Debt - Revenue Bonds/Water Fund	505,434	Debt - Revenue Bonds/Water Fund	499,528	Debt - Revenue Bonds/Water Fund	492,932	Debt - Revenue Bonds/Water Fund	395,760
Equipment Purchases	1,541,000	Equipment Purchases	641,550	Equipment Purchases	1,274,500	Equipment Purchases	1,029,000	Equipment Purchases	979,000
Repair and Maintenance	50,000	Repair and Maintenance	50,000	Repair and Maintenance	50,000	Repair and Maintenance	50,000	Repair and Maintenance	600,000
Capital Projects	2,765,000	Capital Projects	2,750,000	Capital Projects	1,980,000	Capital Projects	4,780,000	Capital Projects	3,100,000
Ending Fund Balance - Projected	\$184,532	Ending Fund Balance - Projected	\$540,048	Ending Fund Balance - Projected	\$1,295,120	Ending Fund Balance - Projected	\$123,488	Ending Fund Balance - Projected	\$146,728

HISTORIC PRESERVATION FUND REVENUE/EXPENDITURE SUMMARY

The Historic Preservation Fund was established January 1, 2019, for the purpose of accepting donations from the public for preservation and/or restoration of the Town's historic artifacts. There is no required reserve for this fund.

	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Projected</u>	2026 <u>Budget</u>
<u>Revenues</u>				
Donations	\$0	\$0	\$3,650	\$11,000
Investment Income	49	20	7,000	45
Total Revenues	49	20	10,650	11,045
<u>Expenditures</u>				
Culture and Recreation	0	0	3,650	3,500
Capital Projects	0	0	0	0
Total Expenditures	0	0	3,650	3,500
<u>Other Sources (Uses)</u>				
Net Change in Fund Balance	49	20	7,000	7,545
Unassigned Fund Balance - January 1	1,077	1,050	1,126	8,126
Unassigned Fund Balance - December 31	\$1,126	\$1,070	\$8,126	\$15,671

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
25-2500-3101	Interest on Investments	\$49	\$20	\$90	\$45
25-2500-3306	Donations	0	0	3,650	3,500
25-2500-3725	Historic Park - Special Event Sponsorships	0	0	7,000	7,500
TOTAL REVENUES		\$0	\$0	\$10,740	\$11,045
<u>EXPENDITURES:</u>					
25-2500-4890	Historic Park - Special Events	0	0	3,650	3,500
25-2500-4262	Capital Projects	0	0	0	0
TOTAL EXPENDITURES		\$0	\$0	\$0	\$0

CONSERVATION TRUST FUND REVENUE/EXPENDITURE SUMMARY

The Conservation Trust Fund was established pursuant to State law to account for receipt and disbursement of lottery funds. Each year the State distributes a percentage of the profits from the sale of lottery tickets to municipalities which may only be used to maintain, acquire or construct recreation facilities, park facilities or open space. This fund has no required reserve.

	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>Revenues</u>				
Intergovernmental	\$34,352	\$40,000	\$32,000	\$34,000
Investment Income	2,236	1,000	750	700
Total Revenues	36,587	41,000	32,750	34,700
<u>Expenditures</u>				
Culture and Recreation	0	0	0	0
Total Expenditures	0	0	0	0
<u>Salaries and Benefits</u>				
Transfers Out - Capital Fund	-60,000	-40,000	-40,000	-34,700
Net Change in Fund Balance	-23,413	1,000	-7,250	0
Unassigned Fund Balance - January 1	36,245	32,676	12,832	5,582
Unassigned Fund Balance - December 31	\$12,832	\$33,676	\$5,582	\$5,582

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
30-3000-3101	Interest on Investments-CTF portion of allocation	\$2,236	\$1,000	\$750	\$700
30-3000-3555	State Lottery Funds	34,352	40,000	32,000	34,000
TOTAL REVENUES		\$36,587	\$41,000	\$32,750	\$34,700
<u>EXPENDITURES:</u>					
30-3000-5901	Interfund Transfers - Capital Fund	\$60,000	\$40,000	\$40,000	\$34,700
TOTAL EXPENDITURES		\$0	\$0	\$40,000	\$34,700

WATER FUND REVENUE/EXPENDITURE SUMMARY

The Water Fund was established to finance and account for the acquisition, operation and maintenance of facilities, services and water rights associated with providing water to the Town. The primary revenue sources include user charges and water tap fees. In 2019, a water rate study was conducted and new rates and tier structure were implemented effective in the 3rd quarter of 2019. This fund has a four month required reserve; the projected fund balance far surpasses that requirement.

	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Projected</u>	2026 <u>Budget</u>
Revenues				
Paper Billing Fees	\$15,778	\$8,625	\$16,000	\$14,000
User Charges	1,478,356	1,580,000	1,550,000	1,630,000
Water Meter Sales	40,559	37,000	40,000	62,000
Intergovernmental Grants	18,431	3,000,000	50,000	8,400,000
Investment Income	314,078	147,000	260,000	200,000
Other Revenues	20,846	0	2,570	2,500
Total Revenues	1,888,047	4,772,625	1,918,570	10,308,500
Expenses				
Salaries and Benefits	556,505	579,464	545,952	586,921
Administrative Fees	42,500	43,000	85,500	43,350
Professional Fees	139,510	300,000	110,000	250,000
Supplies and Chemicals	57,264	150,000	84,000	125,000
Utilities	38,557	50,000	42,000	46,000
Repair and Maintenance	82,584	512,318	608,150	235,000
General Expenses	231,416	190,045	129,882	181,100
Capital Outlay	304,641	10,008,369	3,910,000	10,175,000
Water Meter Replacements	82,940	70,000	70,000	75,000
Total Expenses	1,535,917	11,903,196	5,585,484	11,717,371
Other Sources (Uses)				
Loan Repayment from Capital Improvement Fund	70,560	95,000	95,000	95,000
Plant Investment Fees	644,991	664,992	632,000	600,000
Sale of Assets	39,480	14,000	31,000	12,000
Transfers Out	0	0	0	0
Reconciliation to GAAP Basis				
Principal Repayment	-70,560			
Capitalized Assets	304,641			
Depreciation	-379,378			
Net Change in Fund Balance	6,256,671	-6,356,579	-2,908,914	-701,871
Unavailable Fund Balance	6,201,349	6,291,073	6,201,349	6,201,349
Unassigned Fund Balance - January 1	1,340,979	6,696,857	7,597,650	4,688,736
Unassigned Fund Balance - December 31	\$7,597,650	\$340,278	\$4,688,736	\$3,986,865
Total Fund Balance	\$13,798,999	\$6,631,351	\$10,890,085	\$10,188,214
Council Set Reserve (4-month)				\$2,093,197

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
REVENUES:					
40-4000-3005	Contributed to Capital	\$0	\$0	\$0	\$0
40-4000-3105	Paper Billing Fees	15,778	8,625	16,000	14,000
40-4000-3101	Interest on Investments-WF Portion of allocation	314,078	147,000	260,000	200,000
40-4000-3222	Miscellaneous Revenue	16,846	0	570	500
40-4000-3225	Interfund Transfer - Int/Prin	0	95,000	95,000	95,000
40-4000-3350	Water User Fees - Quarterly Billing	1,478,356	1,580,000	1,550,000	1,630,000
40-4000-3360	Plant Investment Fees - Water Tap Fees	644,991	664,992	632,000	600,000
40-4000-3550	Grant Revenue	18,431	3,000,000	50,000	8,400,000
40-4000-3610	Water Meter Sales - New/replacement meters	40,559	37,000	40,000	62,000
40-4000-3630	Sale of Assets	39,480	14,000	31,000	12,000
40-4000-3811	Extra-Territorial Water Application Fees	4,000	0	2,000	2,000
TOTAL REVENUES		\$2,572,519	\$5,546,617	\$2,676,570	\$11,015,500
EXPENSES:					
40-4000-4001	Water Salaries	\$383,614	\$412,077	\$412,077	\$437,551
40-4000-4002	Overtime	14,407	14,285	8,000	16,782
40-4000-4005	Water Seasonal	0	17,286	0	0
40-4000-4010	Benefits	41,184	42,792	39,000	39,985
40-4000-4011	Employer Paid Health Insurance Premium	95,051	68,600	66,000	68,600
40-4000-4050	Retirement Benefits	22,249	24,424	20,875	24,003
SUBTOTAL SALARIES AND BENEFITS		\$556,505	\$579,464	\$545,952	\$586,921
40-4000-4200	Office Supplies	\$337	\$1,200	\$1,200	\$1,500
40-4000-4201	Supplies	20,745	35,000	30,000	35,000
40-4000-4202	Postage - Department share	3,825	6,500	5,000	6,500
40-4000-4203	Telephone	15,345	13,000	13,000	15,000
40-4000-4210	Professional Dues and Subscriptions	498	3,000	2,000	3,000
40-4000-4227	Reg. Fees, Education	5,063	17,000	3,000	15,000
40-4000-4250	Professional Services	105,604	300,000	110,000	250,000
40-4000-4260	Gas/Oil - Department share for vehicles	4,218	12,500	3,500	10,000
40-4000-4265	Advertising	2,134	3,300	2,500	3,000
40-4000-4270	Uniforms/Safety Equipment - Department share	2,198	5,000	3,500	5,000
40-4000-4271	Tools & Equipment	2,539	55,000	20,000	50,000
40-4000-4272	System Inventory	50,303	75,000	90,000	0
40-4000-4275	System Repairs	32,282	417,718	500,000	200,000
40-4000-4277	Chemicals for Water Treatment	33,981	60,000	34,000	40,000
40-4000-4280	Pumping Equipment for Plants & Wells	0	19,600	18,150	35,000
40-4000-4355	Summit Water Quality Annual Dues	10,485	10,485	4,182	4,300
40-4000-4360	NWCOG-QQ Water Quality Annual Dues	2,069	2,500	2,500	2,800
40-4000-4365	Administration Fees - General Fund	42,500	43,000	85,500	43,350
40-4000-4401	Utilities for Wells and Treatment Plant	38,557	50,000	42,000	46,000
40-4000-4425	Water Meter Replacement	82,940	70,000	70,000	75,000
40-4000-4444	Capital Improvements	268,624	10,008,368	3,800,000	9,980,000
40-4000-4455	Leases & Special Use Permits	6,291	25,000	20,000	25,000
40-4000-4460	Capital Equipment	0	0	110,000	195,000
40-4000-4603	Water Efficiency Strategies	0	41,060	20,000	35,000
40-4000-4704	Technical Purchases	33,906	49,500	49,500	55,000
40-4000-4790	Depreciation	477,084	0	0	0
40-4000-5902	Interfund Transfers - Insurance Reserve	0	0	0	0
SUBTOTAL OPERATING EXPENSES		\$1,241,524	\$11,323,731	\$5,039,532	\$11,130,450
TOTAL EXPENSES		\$1,798,030	\$11,903,195	\$5,585,484	\$11,717,371

2026		2027		2028		2029		2030	
Project	Cost	Project	Cost	Project	Cost	Project	Cost	Project	Cost
Capital Improvements		Capital Improvements		Capital Improvements		Capital Improvements		Capital Improvements	
PW Bulk Water Station	150,000	WTP Rehab	600,000	Creekside Emily Lane Replacement	3,500,000	Well & Rehab (PLC, Transition to NaOCl, Acid Wash)	400,000	SWP HVAC Improvement (Filter Room)	155,000
CL-17 Chlorine Analyzer	30,000	Groundwater Mitigation, SCADA, PLC, Clear Well, Roof, Chem Delivery Door)		Well #8 Siting and Permitting	500,000	Well & Construction	2,500,000	Telemetry/Controls (Well 5 and 6)	220,000
PFAS Construction	9,000,000							WTP Membrane Replacement	50,000
Well 5 Rehab (PLC, Surge Protector, Storm Sewer Tie-In)	800,000								
Total Capital Improvements (4444)	\$9,980,000	Total Capital Improvements (4444)	\$600,000	Total Capital Improvements (4444)	\$4,000,000	Total Capital Improvements (4444)	\$2,900,000	Total Capital Improvements (4444)	\$425,000
Capital Equipment		Capital Equipment		Capital Equipment		Capital Equipment		Capital Equipment	
Repl 2016 Ford F250	60,000	Vacuum + Valve Turner	40,000	Replace 2017 Chevy with EV	70,000			Replace JD 310 SL Backhoe	160,000
Total Capital Equipment (4460)	\$60,000	Total Capital Equipment (4460)	\$40,000	Total Capital Equipment (4460)	\$70,000	Total Capital Equipment (4460)	\$0	Total Capital Equipment (4460)	\$160,000
Repair and Maintenance		Repair and Maintenance		Repair and Maintenance		Repair and Maintenance		Repair and Maintenance	
Water Main Leak Survey (4250)	20,000	Ongoing Repairs (4275)	300,000	Ongoing Repairs (4275)	300,000	Ongoing Repairs (4275)	300,000	Ongoing Repairs (4275)	300,000
Ongoing Repairs (4275)	175,000	Pumping Equipment for Plants & Wells (4280)	20,800	Pumping Equipment for Plants & Wells (4280)	21,400	Pumping Equipment for Plants & Wells (4280)	22,000	Pumping Equipment for Plants & Wells (4280)	22,700
Pumping Equipment for Plants & Wells (4280)	35,000	North 5th Ave Replacement	600,000						
3rd/Galena Hydrant (4275)	25,000								
Total Repair and Maintenance	\$255,000	Total Repair and Maintenance	\$920,800	Total Repair and Maintenance	\$321,400	Total Repair and Maintenance	\$322,000	Total Repair and Maintenance	\$322,700
Technical Purchases		Technical Purchases		Technical Purchases		Technical Purchases		Technical Purchases	
Sensus SAAS Agreement (4704)	17,000	Sensus SAAS Agreement (4704)	17,000	Sensus SAAS Agreement (4704)	18,000	Sensus SAAS Agreement (4704)	18,000	Sensus SAAS Agreement (4704)	18,000
WaterSmart Annual Support (4704)	9,500	WaterSmart Annual Support (4704)	10,000	WaterSmart Annual Support (4704)	11,000	WaterSmart Annual Support (4704)	11,000	WaterSmart Annual Support (4704)	11,000
WaterSmart Portal Integration (4704)	9,840	WaterSmart Portal Integration (4704)	10,000	WaterSmart Portal Integration (4704)	9,733	WaterSmart Portal Integration (4704)	10,000	WaterSmart Portal Integration (4704)	10,000
Sensus RNI (4704)	9,337	Sensus RNI (4704)	9,617	Sensus RNI (4704)	9,905	Sensus RNI (4704)	10,202	Sensus RNI (4704)	10,600
Total Technical Purchases (4704)	\$45,677	Total Technical Purchases	\$46,617	Total Technical Purchases	\$48,638	Total Technical Purchases	\$49,202	Total Technical Purchases	\$49,600
Total	\$10,340,677	Total	\$1,607,417	Total	\$4,440,038	Total	\$3,271,202	Total	\$987,300
Beginning Fund Balance	\$4,688,736	Beginning Fund Balance	\$3,986,865	Beginning Fund Balance	\$3,631,348	Beginning Fund Balance	\$460,710	Beginning Fund Balance	-\$1,414,092
Revenues-User Fees	1,630,000	Revenues-User Fees	1,711,500	Revenues-User Fees	1,797,100	Revenues-User Fees	1,887,000	Revenues-User Fees	1,981,400
Debt Repayment-CIP	95,000	Debt Repayment-CIP	95,000	Debt Repayment-CIP	95,000	Debt Repayment-CIP	200,000	Debt Repayment-CIP	200,000
Tap Fees	600,000	Tap Fees	570,000	Tap Fees	541,500	Tap Fees	514,400	Tap Fees	488,700
Grant Revenue	8,400,000	Grant Revenue	0	Grant Revenue	0	Grant Revenue	0	Grant Revenue	0
Other Revenues	290,500	Other Revenues	293,400	Other Revenues	296,300	Other Revenues	299,300	Other Revenues	302,300
Operating Expenses	1,376,694	Operating Expenses	1,418,000	Operating Expenses	1,460,500	Operating Expenses	1,504,300	Operating Expenses	1,549,400
Capital Improvements	9,980,000	Capital Improvements	600,000	Capital Improvements	4,000,000	Capital Improvements	2,900,000	Capital Improvements	425,000
Capital Equipment	60,000	Capital Equipment	40,000	Capital Equipment	70,000	Capital Equipment	0	Capital Equipment	160,000
Repair and Maintenance	255,000	Repair and Maintenance	920,800	Repair and Maintenance	321,400	Repair and Maintenance	322,000	Repair and Maintenance	322,700
Technical Purchases	45,677	Technical Purchases	46,617	Technical Purchases	48,638	Technical Purchases	49,202	Technical Purchases	49,600
Ending Fund Balance	<u>\$3,986,865</u>	Ending Fund Balance	<u>\$3,631,348</u>	Ending Fund Balance	<u>\$460,710</u>	Ending Fund Balance	<u>-\$1,414,092</u>	Ending Fund Balance	<u>-\$948,392</u>

OPEN SPACE FUND

REVENUE/EXPENDITURE SUMMARY

The Open Space Fund was established by resolution in 2001 to acquire and maintain open space. The resolution further required an annual \$300,000 allocation from real estate investment fees. Since no funds have been expended from this fund since 2005, Council reduced the annual allocation to \$100,000 in 2008. Since then, there have been no additional allocations to this fund. Since no projects have been identified for use of these funds, in 2010 Town Council approved a transfer from this fund for a recreation expansion project; in 2015 Council elected to transfer \$100,000 to the Capital Improvement Fund for capital projects. There is no required reserve for this fund.

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2025 Projected</u>	<u>2026 Budget</u>
<u>Revenues</u>				
Investment Income	\$605	\$500	\$500	\$555
Total Revenues	605	500	500	555
<u>Expenditures</u>				
Culture and Recreation	0	0	0	0
Total Expenditures	0	0	0	0
<u>Other Sources (Uses)</u>				
Transfers In	0	0	0	0
Transfers Out-Capital Improvement Fund	0	0	0	0
Net Change in Fund Balance	605	500	500	555
Unassigned Fund Balance - January 1	13,181	12,905	13,786	14,286
Unassigned Fund Balance - December 31	\$13,786	\$13,405	\$14,286	\$14,841

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
50-5000-3101	Interest on Investments-OS F Portion of Allocation	\$605	\$500	\$500	\$555
TOTAL OPEN SPACE FUND		\$605	\$500	\$500	\$555
<u>EXPENDITURES</u>					
50-5000-5902	Interfund Transfers	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES		\$0	\$0	\$0	\$0

HOUSING FUND REVENUE/EXPENDITURE SUMMARY

On November 7, 2006, the voters of Summit County approved the Summit Combined Housing Authority (SCHA) Referred Measure 5A, which authorized a temporary (10 year) sales and use tax of .125% and a development impact fee of two dollars or less per square foot of new construction to be used for affordable housing purposes. Subsequently, the Town of Frisco entered into an intergovernmental agreement with other area local governments to share these revenues. In 2015, this tax was extended in perpetuity. In 2016, Summit County voters approved an additional, temporary (10 years) .6% sales and use tax to the existing sales tax, effective 1/1/17, making the current tax rate .725%. In 2021, this tax was extended in perpetuity. In 2022, Frisco voters approved a 5% tax on short-term rentals for the purpose of funding housing; commercial hotels are exempt from collecting this tax. There is no required reserve for this fund.

	2024	2025	2025	2026
	<u>Actual</u>	<u>Budget</u>	<u>Projected</u>	<u>Budget</u>
<u>Revenues</u>				
Taxes	\$3,362,193	\$3,372,000	\$3,372,000	\$3,351,000
Building Permits/Development Impact Fees	79,092	60,000	60,000	60,000
Intergovernmental	1,289,237	4,375,898	5,298,939	0
Rental Income	345,664	470,000	397,381	460,000
Investment Income	265,408	238,500	238,500	125,000
Total Revenues	5,341,594	8,516,398	9,366,820	3,996,000
<u>Expenditures</u>				
Salaries and Benefits	98,961	145,063	135,987	149,738
Professional Services	222,099	0	20,000	70,000
Administration Fees	210,700	112,600	102,600	113,500
Rental Expenses	83,648	147,750	308,600	290,000
Housing Programs	595,345	7,162,513	9,468,135	7,050,000
Capital Outlay	7,822,719	3,564,646	2,864,646	0
Debt Service	516,500	516,250	516,250	515,500
Total Expenditures	9,549,972	11,648,822	13,416,218	8,188,738
<u>Other Sources (Uses)</u>				
COP Proceeds	0	0	0	0
Sale of Assets	0	1,200,000	0	2,090,000
Transfers In	0	0	0	0
Transfers Out	0	0	0	0
Net Change in Fund Balance	-4,208,378	-1,932,424	-4,049,398	-2,102,738
Unavailable Fund Balance	1,573,903	2,020,390	925,728	925,728
Unassigned Fund Balance - January 1	11,322,307	4,794,166	5,537,128	2,135,905
Unassigned Fund Balance - December 31	\$5,537,128	\$3,158,217	\$2,135,905	\$33,167

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
REVENUES:					
55-5500-3007	SCHA Sales Tax	\$2,078,630	\$2,105,000	\$2,105,000	\$2,072,000
55-5500-3008	Short Term Rental Excise Tax	1,283,563	1,267,000	1,267,000	1,279,000
55-5500-3101	Interest on Investments	265,408	238,500	238,500	125,000
55-5500-3110	Sale of Assets	0	1,200,000	0	2,090,000
55-5500-3115	Rental Income	345,664	470,000	240,000	220,000
55-5500-3116	Granite Park Rental Income	0	0	157,381	240,000
55-5500-3310	Development Impact Fees	79,092	60,000	60,000	60,000
55-5500-3315	Partnership Contributions	1,214,237	0	0	0
55-5500-3550	State / Federal Grants	75,000	4,375,898	5,298,939	0
55-5500-3600	COP Proceeds	0	0	0	0
TOTAL REVENUES		\$5,341,594	\$9,716,398	\$9,366,820	\$6,086,000
EXPENDITURES					
55-5500-4001	Salaries & Benefits	\$84,838	\$118,824	\$109,735	\$122,672
55-5500-4002	Overtime	0	0	0	0
55-5500-4010	Benefits	8,734	8,104	8,345	8,927
55-5500-4011	Employer Paid Health Insurance Premium	2,519	15,770	15,770	15,770
55-5500-4050	Retirement Benefits	2,870	2,365	2,137	2,369
SUBTOTAL SALARIES AND BENEFITS		\$98,961	\$145,063	\$135,987	\$149,738
55-5500-4210	Professional Dues and Subscriptions	\$2,600	\$2,600	\$2,600	\$3,500
55-5500-4250	Professional Services	222,099	0	20,000	70,000
55-5500-4262	Capital Projects	2,099,303	700,000	0	0
55-5500-4266	Housing Helps	560,827	1,545,000	450,000	150,000
55-5500-4268	Granite Park Housing Project	5,723,416	2,864,646	2,864,646	0
55-5500-4270	Rental Expenses	67,778	27,750	170,000	170,000
55-5500-4271	602 Galena Housing Project	34,518	5,517,513	5,910,492	4,000,000
55-5500-4272	101 W Main Housing Project	0	0	3,107,643	2,900,000
55-5500-4333	Debt Service Principal	205,000	215,000	215,000	225,000
55-5500-4334	Debt Service Interest	311,500	301,250	301,250	290,500
55-5500-4335	Debt Issuance Cost	0	0	0	0
55-5500-4350	Loan Programs	0	100,000	0	0
55-5500-4365	Administration Expense	208,100	110,000	100,000	110,000
55-5500-4567	Facility Repair	15,871	120,000	138,600	120,000
55-5500-5902	Interfund Transfers - Insurance Reserve	0	0	0	0
SUBTOTAL OPERATING EXPENSES		\$9,451,011	\$11,503,759	\$13,280,231	\$8,039,000
TOTAL EXPENDITURES		\$9,549,972	\$11,648,822	\$13,416,218	\$8,188,738

Housing Fund
Five Year Timeline

10/9/2025

2026		2027		2028		2029		2030	
Expense	Est. Cost	Expense	Est. Cost	Expense	Est. Cost	Expense	Est. Cost	Expense	Est. Cost
Contractual Obligations:		Contractual Obligations:		Contractual Obligations:		Contractual Obligations:		Contractual Obligations:	
<u>Lease Purchases</u>		<u>Lease Purchases</u>		<u>Lease Purchases</u>		<u>Lease Purchases</u>		<u>Lease Purchases</u>	
Principal	225,000	Principal	235,000	Principal	250,000	Principal	260,000	Principal	275,000
Interest	290,500	Interest	279,250	Interest	267,500	Interest	255,000	Interest	242,000
Total Debt	515,500	Total Debt	514,250	Total Debt	517,500	Total Debt	515,000	Total Debt	517,000
<u>Repair and Maintenance</u>		<u>Repair and Maintenance</u>		<u>Repair and Maintenance</u>		<u>Repair and Maintenance</u>		<u>Repair and Maintenance</u>	
Mary Ruth Units	5,000	Mary Ruth Units	5,000	Mary Ruth Units	5,500	Mary Ruth Units	5,500	Mary Ruth Units	8,700
Granite Park	85,000	Granite Park	125,000	Granite Park	128,750	Granite Park	132,613	Granite Park	136,591
1st & Main	15,000	1st & Main	3,000	1st & Main	3,000	1st & Main	3,000	1st & Main	3,500
Other	15,000	Other	25,000	Other	15,000	Other	15,000	Other	20,000
Total Repair and Maintenance	120,000	Total Repair and Maintenance	158,000	Total Repair and Maintenance	152,250	Total Repair and Maintenance	156,113	Total Repair and Maintenance	168,791
<u>Housing Programs</u>		<u>Housing Programs</u>		<u>Housing Programs</u>		<u>Housing Programs</u>		<u>Housing Programs</u>	
Housing Helps (10)	150,000	Housing Helps (10)	1,600,000	Housing Helps (10)	1,650,000	Housing Helps (10)	1,700,000	Housing Helps (10)	1,750,000
Home Improvement Loan Program	0	Home Improvement Loan Program	100,000	Home Improvement Loan Program	100,000	Home Improvement Loan Program	100,000	Home Improvement Loan Program	100,000
101 W Main Subsidy & Grant Revenue	2,900,000	602 Galena Loan (\$8.1M Total)	1,000,000						
602 Galena Loan (\$8.1M Total)	4,000,000								
Inclusionary Zoning Nexus Study	55,000								
Total Housing Programs	7,105,000	Total Housing Programs	2,700,000	Total Housing Programs	1,750,000	Total Housing Programs	1,800,000	Total Housing Programs	1,850,000
<u>Housing Capital Projects</u>		<u>Housing Capital Projects</u>		<u>Housing Capital Projects</u>		<u>Housing Capital Projects</u>		<u>Housing Capital Projects</u>	
99 Granite St #210 Sale	-290,000	519 Teller #7 - Sale	-400,000	8th & Pitkin Subsidy	500,000			Property A Subsidy	1,500,000
Mary Ruth (10 Mile Basin Units - 4) Sale	-1,800,000	220 Galena #3 - Sale	-400,000						
8th & Pitkin (Charette)	15,000	101 W Main Commercial Condo	1,000,000						
Total Housing Capital Projects	-2,075,000	Total Housing Capital Projects	200,000	Total Housing Capital Projects	500,000	Total Housing Capital Projects	0	Total Housing Capital Projects	1,500,000
Total	5,665,500	Total	3,572,250	Total	5,140,382	Total	3,876,722	Total	1,915,451
Beginning Balance	\$2,135,905	Beginning Balance	\$33,167	Beginning Balance	\$86,002	Beginning Balance	\$854,730	Beginning Balance	\$2,136,575
Revenue		Revenue		Revenue		Revenue		Revenue	
Revenues-2% Increase	3,536,000	Revenues-2% Increase	3,806,720	Revenues-2% Increase	3,678,854	Revenues-2% Increase	3,752,431	Revenues-2% Increase	3,827,480
Rental Income-1% Increase	460,000	Rental Income-1% Increase	464,600	Rental Income-1% Increase	469,246	Rental Income-1% Increase	473,938	Rental Income-1% Increase	478,677
Intergovernmental Revenue	0	Intergovernmental Revenue	0	Intergovernmental Revenue	0	Intergovernmental Revenue	0	Intergovernmental Revenue	0
Sale of Assets	2,090,000	Sale of Assets	800,000	Sale of Assets	0	Sale of Assets	0	Sale of Assets	0
Revenue Total	6,086,000	Revenue Total	4,871,320	Revenue Total	4,148,100	Revenue Total	4,226,369	Revenue Total	4,306,157
Expense		Expense		Expense		Expense		Expense	
Administrative-3% Increase	433,238	Administrative-3% Increase	446,235	Administrative-3% Increase	459,622	Administrative-3% Increase	473,411	Administrative-3% Increase	487,613
Debt Service	515,500	Debt Service	514,250	Debt Service	517,500	Debt Service	515,000	Debt Service	517,000
Repair and Maintenance	120,000	Repair and Maintenance	158,000	Repair and Maintenance	152,250	Repair and Maintenance	156,113	Repair and Maintenance	168,791
Housing Programs	7,105,000	Housing Programs	2,700,000	Housing Programs	1,750,000	Housing Programs	1,800,000	Housing Programs	1,850,000
Housing Capital Projects	15,000	Housing Capital Projects	1,000,000	Housing Capital Projects	500,000	Housing Capital Projects	0	Housing Capital Projects	1,500,000
Expense Total	8,188,738	Expense Total	4,818,485	Expense Total	3,379,372	Expense Total	2,944,524	Expense Total	4,523,404
Ending Fund Balance	\$33,167	Ending Fund Balance	\$86,002	Ending Fund Balance	\$854,730	Ending Fund Balance	\$2,136,575	Ending Fund Balance	\$1,919,328

INSURANCE RESERVE FUND REVENUE/EXPENDITURE SUMMARY

The Insurance Reserve Fund was established by resolution in 2005 to establish an insurance reserve fund equivalent to six months' worth of insurance expenditures to cover substantial insurance claims and unforeseen increases in the cost of providing insurance. This transfer from the General Fund was completed in 2007. Beginning in 2022, all health insurance related premiums and claims were charged to this fund, with departmental contributions based upon the number of eligible employees. There is a six month recommended reserve for this fund.

	2024	2025	2025	2026
	<u>Actual</u>	<u>Budget</u>	<u>Projected</u>	<u>Budget</u>
<u>Revenues</u>				
Employee Paid Premiums	\$153,701	\$152,000	\$146,664	\$178,155
Employer Paid Premiums	1,724,986	1,660,584	1,753,787	1,753,787
Refunds of Expenditures	294,339	0	336,548	200,000
Investment Income	48,068	26,000	40,000	26,000
Total Revenues	2,221,094	1,838,584	2,276,999	2,157,942
<u>Expenditures</u>				
Premiums	403,645	409,000	522,795	679,945
Claims	1,559,067	1,094,140	1,650,907	2,000,362
Total Expenditures	1,962,713	1,503,140	2,173,702	2,680,307
<u>Other Sources (Uses)</u>				
Transfers In - General Fund	0	0	0	0
Transfers In - Water Fund	0	0	0	0
Transfers In - Housing Fund	0	0	0	0
Transfers In - Lodging Tax Fund	0	0	0	0
Transfers In - Marina Fund	0	0	0	0
Net Change in Fund Balance	258,381	335,444	103,297	-522,365
Unassigned Fund Balance - January 1	1,029,064	795,390	1,287,445	1,390,742
Unassigned Fund Balance - December 31	\$1,287,445	\$1,130,834	\$1,390,742	\$868,377

INSURANCE RESERVE FUND

10/9/2025

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
60-6000-3101	Interest on Investments - IR F Portion of Allocation	\$48,068	\$26,000	\$40,000	\$26,000
60-6000-3102	Employee Paid Premiums	153,701	152,000	146,664	178,155
60-6000-3103	Refunds of Expenditures (Stop Loss Reimb)	294,339	0	336,548	200,000
60-6000-3105	Employer Paid Premiums	1,724,986	1,660,584	1,753,787	1,753,787
TOTAL REVENUES		\$2,221,094	\$1,838,584	\$2,276,999	\$2,157,942
<u>EXPENDITURES:</u>					
60-6000-4010	Medical / Dental / Vision Fixed Costs	\$403,645	\$409,000	\$522,795	\$679,945
60-6000-4011	Medical / Dental Claims	1,559,067	1,094,140	1,650,907	2,000,362
TOTAL EXPENDITURES		\$1,962,713	\$1,503,140	\$2,173,702	\$2,680,307

NICOTINE TAX FUND REVENUE/EXPENDITURE SUMMARY

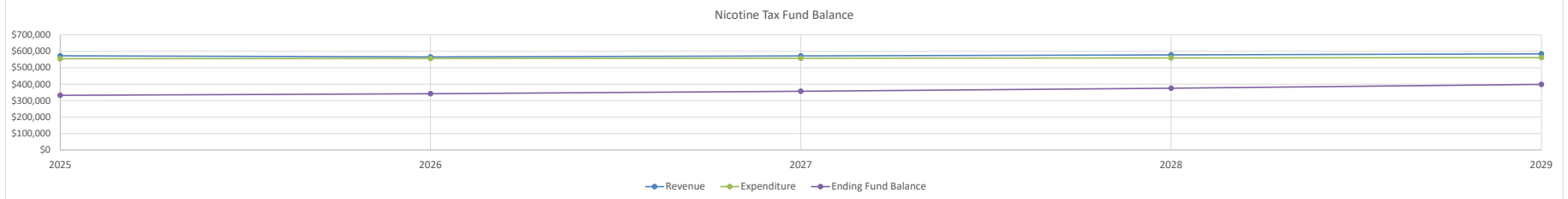
The Nicotine Tax Fund was established October 13, 2020, for the purpose of collecting revenues from the sale of cigarettes, tobacco products and nicotine products to be used solely for the protection and improvement of public health and welfare. County-wide Measure 1A authorized a special county-wide sales tax of four dollars per pack of twenty cigarettes sold (or twenty cents per cigarette) and a special sales tax rate on all other tobacco and nicotine products sold, including e-cigarettes and vaping devices, commencing January 1 2020 and increasing 10% per year for 4 years. In 2024, the rate reached it maximum percentage at 80%. There is no required reserve for this fund.

	2024	2025	2025	2026
<u>Revenues</u>	<u>Actual</u>	<u>Budget</u>	<u>Projected</u>	<u>Budget</u>
Special Taxes	\$776,715	\$732,408	\$750,000	\$550,000
Tobacco License Fees	7,200	7,200	6,600	6,600
Investment Income	24,475	17,000	16,000	16,000
Total Revenues	\$808,390	\$756,608	\$772,600	\$572,600
<u>Expenditures</u>				
Administrative fees	\$13,309	\$15,000	\$15,000	\$15,000
Health and welfare contributions	674,780	606,547	606,547	520,000
Childcare Tuition Assistance	347,521	348,528	348,528	0
Detox	18,189	20,000	20,000	20,000
Total Expenditures	\$1,053,799	\$990,075	\$990,075	\$555,000
Net Change in Fund Balance	-\$245,409	-\$233,467	-\$217,475	\$17,600
Unassigned Fund Balance - January 1	\$777,672	\$691,000	\$532,263	\$314,788
Unassigned Fund Balance - December 31	\$532,263	\$457,533	\$314,788	\$332,388

NICOTINE TAX FUND

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
65-6500-3011	Special taxes on nicotine products	\$776,715	\$732,408	\$750,000	\$550,000
65-6500-3101	Interest on Investments	24,475	17,000	16,000	16,000
65-6500-3709	Tobacco retailer license fees	7,200	7,200	6,600	6,600
TOTAL REVENUES		\$808,390	\$756,608	\$772,600	\$572,600
<u>EXPENDITURES:</u>					
65-6500-4365	Administrative fees	\$13,309	\$15,000	\$15,000	\$15,000
65-6500-4601	Childcare Tuition Assistance	347,522	348,528	348,528	0
65-6500-4620	County-wide Grants (Health and Welfare)	52,950	50,000	50,000	0
65-6500-4621	Community Non-Profit Contributions (Part II)	249,942	235,200	235,200	310,000
65-6500-4622	Nicotine Workgroup Operations (Part I)	371,888	321,347	321,347	210,000
65-6500-4623	Detox	18,189	20,000	20,000	20,000
TOTAL EXPENDITURES		\$1,053,800	\$990,075	\$990,075	\$555,000

2025		2026		2027		2028		2029	
Beginning Fund Balance - Projected	\$314,788	Beginning Fund Balance - Projected	\$332,388	Beginning Fund Balance - Projected	\$342,188	Beginning Fund Balance - Projected	\$356,988	Beginning Fund Balance - Projected	\$375,888
Revenue:		Revenue:		Revenue:		Revenue:		Revenue:	
Special taxes on nicotine products	550,000	Special taxes on nicotine products	556,000	Special taxes on nicotine products	562,000	Special taxes on nicotine products	568,000	Special taxes on nicotine products	574,000
Interest on Investments	16,000	Interest on Investments	3,300	Interest on Investments	3,400	Interest on Investments	3,600	Interest on Investments	3,800
Tobacco retailer license fees	6,600	Tobacco retailer license fees	6,600	Tobacco retailer license fees	6,600	Tobacco retailer license fees	6,600	Tobacco retailer license fees	6,600
Expenditures:		Expenditures:		Expenditures:		Expenditures:		Expenditures:	
Administrative fees	15,000	Administrative fees	15,500	Administrative fees	16,000	Administrative fees	16,500	Administrative fees	17,000
Childcare Tuition Assistance	0	Childcare Tuition Assistance	0	Childcare Tuition Assistance	0	Childcare Tuition Assistance	0	Childcare Tuition Assistance	0
Nicotine Workgroup Operations (Part I)	210,000	Nicotine Workgroup Operations (Part I)	216,000	Nicotine Workgroup Operations (Part I)	222,000	Nicotine Workgroup Operations (Part I)	229,000	Nicotine Workgroup Operations (Part I)	236,000
Community Non-Profit Contributions (Part II)	310,000	Community Non-Profit Contributions (Part II)	304,000	Community Non-Profit Contributions (Part II)	298,000	Community Non-Profit Contributions (Part II)	292,000	Community Non-Profit Contributions (Part II)	286,000
Detox	20,000	Detox	20,600	Detox	21,200	Detox	21,800	Detox	22,500
Ending Fund Balance - Projected	<u>\$332,388</u>	Ending Fund Balance - Projected	<u>\$342,188</u>	Ending Fund Balance - Projected	<u>\$356,988</u>	Ending Fund Balance - Projected	<u>\$375,888</u>	Ending Fund Balance - Projected	<u>\$398,788</u>



LODGING TAX FUND REVENUE/EXPENDITURE SUMMARY

The Lodging Tax Fund was established in 2004 to account for a new, voter-approved 2.35% tax imposed upon lodging establishments. Expenditures are restricted to economic development, special events, advertising and marketing, recreation amenities, multi-purpose facilities and open space and similar uses. The decision as to the proportion of revenue to be allocated to any of these uses is determined by Council. Currently, the Information Center receives 45% of these revenues, 20% is allocated to marketing and economic development, 20% is to be used for recreation and the remaining 15% is allocated for operation and maintenance of recreation/tourism based Town facilities. In 2009, the Town assumed responsibility for the operations of the Information Center. There is no required reserve for this fund.

	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>Revenues</u>				
Lodging Tax	\$965,443	\$941,000	\$947,000	\$962,500
Partner Contributions	30,000	30,000	30,000	30,000
Information Center Revenues	14,188	6,350	5,800	5,750
Investment Income	71,726	43,000	27,000	30,000
Other Revenues	1,885	0	0	0
Total Revenues	1,083,242	1,020,350	1,009,800	1,028,250
<u>Expenditures</u>				
Information Center	351,318	412,612	307,220	420,629
Operations and Maintenance	104,005	173,000	175,000	140,000
Recreation	359,894	237,380	190,406	237,030
Special Events/Marketing	257,610	247,000	147,000	150,000
Total Expenditures	1,072,829	1,069,992	819,626	947,659
<u>Other Sources (Uses)</u>				
Transfers Out	-1,000,000	0	-100,000	-70,000
Net Change in Fund Balance	-989,587	-49,642	90,174	10,591
Unavailable Fund Balance	2,259	1,794	2,209	2,009
Unassigned Fund Balance - January 1	1,628,435	522,470	638,848	729,072
Unassigned Fund Balance - December 31	\$638,848	\$472,828	\$729,072	\$739,863

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
80-8000-3004	Lodging Tax	\$434,449	\$423,450	\$426,150	\$433,125
80-8000-3101	Interest on Investments	71,726	43,000	12,150	13,500
80-8000-3250	Tax Exempt Merchandise Sales	48	100	50	0
80-8000-3405	Retail Sales	971	1,000	500	500
80-8000-3412	Partner Contributions	30,000	30,000	30,000	30,000
80-8000-3421	Memorial Program	7,989	5,000	5,000	5,000
80-8000-3725	Donations	5,179	250	250	250
TOTAL REVENUES		\$550,362	\$502,800	\$474,100	\$482,375
<u>EXPENDITURES:</u>					
80-8000-4001	Info Center Salaries	\$207,062	\$213,250	\$217,490	\$239,837
80-8000-4002	Overtime	210	496	496	302
80-8000-4005	Part-time Salaries	0	19,900	19,700	20,685
80-8000-4010	Benefits	20,623	23,004	24,885	23,580
80-8000-4011	Employer Paid Health Insurance Premium	60,891	43,951	47,310	47,310
80-8000-4050	Retirement Benefits	6,852	12,411	12,639	13,415
SUBTOTAL SALARIES AND BENEFITS		\$295,638	\$313,012	\$322,520	\$345,129
80-8000-4202	Postage - Department Share	\$218	\$1,500	\$800	\$800
80-8000-4203	Telephone	13,025	14,000	14,000	14,000
80-8000-4227	Reg. Fees, Lodging, Travel and Meals	742	6,500	6,500	6,500
80-8000-4233	Supplies	9,626	14,000	12,000	10,000
80-8000-4268	Promo Materials	298	600	600	600
80-8000-4401	Utilities	2,401	8,000	8,000	8,000
80-8000-4418	Merchandise	954	500	500	300
80-8000-4421	Memorial Program	8,655	4,200	5,000	5,000
80-8000-4477	Cleaning	13,942	25,000	12,000	20,000
80-8000-4703	Info Center Furniture	240	20,000	20,000	5,000
80-8000-4704	Technical Purchases	5,579	5,300	5,300	5,300
80-8000-5901	Interfund Transfers - Capital Fund	1,000,000	0	0	0
80-8000-5902	Interfund Transfers - Ins. Reserve	0	0	0	0
SUBTOTAL OPERATING EXPENSES		\$1,055,680	\$99,600	\$84,700	\$75,500
TOTAL EXPENSES		\$1,351,318	\$412,612	\$407,220	\$420,629
Fund Balance - January 1		\$878,027	\$920,409	\$77,071	\$143,951
Fund Balance - December 31		\$77,071	\$1,010,597	\$143,951	\$205,697

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
80-8000-3004	Lodging Tax	\$144,816	\$141,150	\$142,050	\$144,375
80-8000-3101	Interest on Investments	0	0	4,050	4,500
TOTAL REVENUES		\$144,816	\$141,150	\$146,100	\$148,875
<u>EXPENDITURES:</u>					
80-8000-4585	Grounds O&M, Equipment Rental, Playground Repair	\$51,278	\$100,000	\$100,000	\$100,000
80-8000-4586	FAP Operations and Maintenance	29,480	33,000	35,000	0
80-8000-4592	Town-wide Forestry Management	8,247	15,000	15,000	15,000
80-8000-4593	Weed Control	15,000	25,000	25,000	25,000
TOTAL EXPENDITURES		\$104,005	\$173,000	\$175,000	\$140,000
Fund Balance - January 1		\$318,482	\$21,168	\$359,293	\$330,393
Fund Balance - December 31		\$359,293	-\$10,682	\$330,393	\$339,268

LODGING TAX FUND - RECREATION

10/9/2025

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
80-8000-3004	Lodging Tax	\$193,089	\$188,200	\$189,400	\$192,500
80-8000-3101	Interest on Investments	0	0	5,400	6,000
	TOTAL REVENUES	\$193,089	\$188,200	\$194,800	\$198,500
<u>EXPENDITURES:</u>					
80-8000-4104	Special Projects	\$0	\$3,000	\$3,000	\$3,000
80-8000-4583	Skate Park	5,000	5,000	5,000	7,000
80-8000-4584	Meadow Creek Park Ice Skate Upgrades	0	1,500	1,500	1,500
80-8000-4586	FAP Operations and Maintenance	0	0	0	35,000
80-8000-4588	Special Events	141,806	107,880	67,500	85,530
80-8000-4591	Tubing Hill / Terrain Park Maintenance	163,821	50,000	50,000	35,000
80-8000-4882	Kick Off Concert	49,268	70,000	63,406	70,000
	TOTAL EXPENDITURES	\$359,894	\$237,380	\$190,406	\$237,030
	Fund Balance - January 1	\$234,615	\$343,835	\$67,809	\$72,203
	Fund Balance - December 31	\$67,809	\$294,655	\$72,203	\$33,673

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
80-8000-3004	Lodging Tax	\$193,089	\$188,200	\$189,400	\$192,500
80-8000-3101	Interest on Investments	0	0	5,400	6,000
80-8000-3576	Arts & Culture Revenue	1,885	0	0	0
TOTAL REVENUES		\$194,974	\$188,200	\$194,800	\$198,500
<u>EXPENDITURES:</u>					
80-8000-4266	Marketing	\$57,964	\$60,000	\$60,000	\$60,000
80-8000-4576	Art & Culture Programming	73,885	50,000	0	0
80-8000-4579	Internet Improvements	55,085	50,000	50,000	50,000
80-8000-4589	Main Street Flowers	32,950	37,000	37,000	40,000
80-8000-5096	Art & Culture Capital	37,725	50,000	0	0
80-8000-5903	Interfund Transfer - Art & Culture Fund	0	0	100,000	70,000
TOTAL EXPENDITURES		\$257,610	\$247,000	\$247,000	\$220,000
Fund Balance - January 1		\$144,649	\$153,115	\$82,013	\$29,813
Fund Balance - December 31		\$82,013	\$94,315	\$29,813	\$8,313

2026	2027	2028	2029	2030
Project	Project	Project	Project	Project
Est. Cost	Est. Cost	Est. Cost	Est. Cost	Est. Cost
Information Center	Information Center	Information Center	Information Center	Information Center
Technical Purchases (4704)	Technical Purchases (4704)	Technical Purchases (4704)	Technical Purchases (4704)	Technical Purchases (4704)
\$5,300	\$5,500	\$5,700	\$5,900	\$6,100
O&M	O&M	O&M	O&M	O&M
Grounds O&M, playground repair, equipment rental (4585)	Grounds O&M, playground repair, equipment rental (4585)	Grounds O&M, playground repair, equipment rental (4585)	Grounds O&M, playground repair, equipment rental (4585)	Grounds O&M, playground repair, equipment rental (4585)
100,000	92,000	95,000	95,000	95,000
Town-wide Forestry Management (4592)	Town-wide Forestry Management (4592)	Town-wide Forestry Management (4592)	Town-wide Forestry Management (4592)	Town-wide Forestry Management (4592)
15,000	20,000	23,000	23,000	23,000
Weed Control (4593)	Weed Control (4593)	Weed Control (4593)	Weed Control (4593)	Weed Control (4593)
25,000	25,500	26,000	26,500	27,000
Total O&M	Total O&M	Total O&M	Total O&M	Total O&M
\$140,000	\$137,500	\$144,000	\$144,500	\$145,000
Recreation	Recreation	Recreation	Recreation	Recreation
FAP O & M	FAP O & M	FAP O & M	FAP O & M	FAP O & M
35,000	35,700	36,400	37,100	37,800
Total Rec O&M (4586)	Total FAP O&M (4586)	Total FAP O&M (4586)	Total FAP O&M (4586)	Total FAP O&M (4586)
\$35,000	\$35,700	\$36,400	\$37,100	\$37,800
Run the Rockies series	Run the Rockies series	Run the Rockies series	Run the Rockies series	Run the Rockies series
27,700	28,250	28,820	29,400	29,990
Frisco Freeze	Frisco Freeze	Frisco Freeze	Frisco Freeze	Frisco Freeze
3,500	3,570	3,640	3,710	3,780
Frisco Triathlon	Frisco Triathlon	Frisco Triathlon	Frisco Triathlon	Frisco Triathlon
15,000	15,300	15,610	15,920	16,240
Turkey Day 5K	Turkey Day 5K	Turkey Day 5K	Turkey Day 5K	Turkey Day 5K
20,000	20,400	20,810	21,230	21,650
Girls on the Run	Girls on the Run	Girls on the Run	Girls on the Run	Girls on the Run
1,000	1,020	1,040	1,060	1,080
Mountain Goat Kids	Mountain Goat Kids	Mountain Goat Kids	Mountain Goat Kids	Mountain Goat Kids
6,020	6,140	6,260	6,390	6,520
Brewski	Brewski	Brewski	Brewski	Brewski
4,810	4,910	5,010	5,110	5,210
Bike Event	Bike Event	Bike Event	Bike Event	Bike Event
7,500	7,650	7,800	7,960	8,120
Total Special Events (4588)	Total Special Events (4588)	Total Special Events (4588)	Total Special Events (4588)	Total Special Events (4588)
\$85,530	\$79,590	\$81,190	\$82,820	\$84,470
Skate Park (4583)	Skate Park (4583)	Skate Park (4583)	Skate Park (4583)	Skate Park (4583)
7,000	7,210	7,430	7,650	7,880
Meadow Creek Park Ice Skate Upgrades (4584)	Meadow Creek Park Ice Skate Upgrades (4584)	Meadow Creek Park Ice Skate Upgrades (4584)	Meadow Creek Park Ice Skate Upgrades (4584)	Meadow Creek Park Ice Skate Upgrades (4584)
1,500	1,550	1,600	1,650	1,700
Disc Golf Course (4104)	Disc Golf Course	Disc Golf Course	Disc Golf Course	Disc Golf Course
3,000	3,060	3,120	3,180	3,240
Tubing Hill Maintenance (4591)				
35,000				
Kick off Concert (4582)				
70,000				
Total Recreation	Total Recreation	Total Recreation	Total Recreation	Total Recreation
\$237,030	\$91,410	\$93,340	\$95,300	\$97,290
Marketing	Marketing	Marketing	Marketing	Marketing
Main Street Flowers (4589)	Main Street Flowers (4589)	Main Street Flowers (4589)	Main Street Flowers (4589)	Main Street Flowers (4589)
\$38,500	\$39,300	\$40,100	\$40,900	\$41,700
Art & Culture Capital (5096)	Art & Culture Capital (5096)	Art & Culture Capital (5096)	Art & Culture Capital (5096)	Art & Culture Capital (5096)
26,523	27,318	28,138	28,982	29,851
Total Marketing	Total Marketing	Total Marketing	Total Marketing	Total Marketing
\$65,023	\$66,618	\$68,238	\$69,882	\$71,551
Total	Total	Total	Total	Total
\$420,830	\$268,210	\$277,440	\$280,700	\$283,990

Beginning Fund Balance	\$729,072	Beginning Fund Balance	\$739,663	Beginning Fund Balance	\$912,203	Beginning Fund Balance	\$1,090,588	Beginning Fund Balance	\$1,281,252
Revenues - All Divisions	1,028,250	Revenues - All Divisions	1,059,098	Revenues - All Divisions	1,090,870	Revenues - All Divisions	1,123,597	Revenues - All Divisions	1,157,304
Expenditures - Info Ctr	402,629	Expenditures - Info Ctr	433,248	Expenditures - Info Ctr	446,245	Expenditures - Info Ctr	459,633	Expenditures - Info Ctr	473,422
Expenditures - O&M	140,000	Expenditures - O&M	137,500	Expenditures - O&M	144,000	Expenditures - O&M	144,500	Expenditures - O&M	145,000
Expenditures - Rec	237,030	Expenditures - Rec	91,410	Expenditures - Rec	93,340	Expenditures - Rec	95,300	Expenditures - Rec	97,290
Expenditures - Mktg	220,000	Expenditures - Mktg	224,400	Expenditures - Mktg	228,900	Expenditures - Mktg	233,500	Expenditures - Mktg	238,200
Ending Fund Balance	<u>\$739,663</u>	Ending Fund Balance	<u>\$912,203</u>	Ending Fund Balance	<u>\$1,090,588</u>	Ending Fund Balance	<u>\$1,281,252</u>	Ending Fund Balance	<u>\$1,484,644</u>

ARTS & CULTURE FUND REVENUE / EXPENDITURES SUMMARY

The fund was established in 2025 to provide a dedicated and transparent source of funding for community arts initiatives. The fund will support a wide range of programming designed to enhance cultural opportunities for residents and visitors, as well as the acquisition and installation of capital art pieces that enrich the Town's public spaces. Establishing this fund reflects the Town's commitment to fostering creativity, supporting local artists, and ensuring that arts and culture remain a vital and visible part of Frisco's community identity and quality of life.

	<u>2024 Actual</u>	<u>2025 Budget</u>	<u>2025 Projected</u>	<u>2026 Budget</u>
<u>Revenues</u>				
Investment Income	\$0	\$0	\$600	\$2,000
Total Revenues	0	0	600	2,000
<u>Expenditures</u>				
Programming	0	0	45,000	40,000
Capital Outlay	0	0	20,000	40,000
Total Expenditures	0	0	65,000	80,000
<u>Other Sources (Uses)</u>				
Transfers In	0	0	100,000	70,000
Net Change in Fund Balance	0	0	35,600	-8,000
Unassigned Fund Balance - January 1	0	0	0	90,600
Unassigned Fund Balance - December 31	\$0	\$0	\$90,600	\$82,600

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
<u>REVENUES:</u>					
85-8500-3101	Interest on Investments	\$0	\$0	\$600	\$2,000
85-8500-3227	Interfund Transfers - L.T.	0	0	100,000	70,000
TOTAL ART & CULTURE FUND		\$0	\$0	\$100,600	\$72,000
<u>EXPENDITURES</u>					
85-8500-4576	Art & Culture Programming	\$0	\$0	\$45,000	\$40,000
85-8500-5096	Art & Culture Capital	0	0	20,000	40,000
TOTAL EXPENDITURES		\$0	\$0	\$65,000	\$80,000

MARINA FUND REVENUE/EXPENDITURE SUMMARY

In 1994, the Town entered into a lease agreement with the City and County of Denver whereby the Town was granted the exclusive right to occupy and use certain real property and water surface at the Dillon Reservoir. The Marina Fund was established as an enterprise fund to account for the operations and maintenance of the marina. The major source of revenue for this fund comes from rentals of boats, slips and moorings. There is a four month reserve required by Town Council for this fund, pursuant to financial policies.

	2024 <u>Actual</u>	2025 <u>Budget</u>	2025 <u>Projected</u>	2026 <u>Budget</u>
<u>Revenues</u>				
User Charges	\$2,284,326	\$2,541,700	\$2,390,640	\$2,409,850
Intergovernmental Grants	632,799	45,000	48,414	48,414
Investment Income	24,110	0	18,000	20,000
Concessionaire Revenue	117,088	97,875	34,000	119,600
Total Revenues	3,058,323	2,684,575	2,491,054	2,597,864
<u>Expenses</u>				
Salaries and Benefits	1,354,508	1,269,642	1,345,153	1,465,380
Administrative Fees	20,000	20,000	20,000	20,000
Professional Fees	109,045	102,000	105,161	115,000
Supplies	72,068	95,300	155,800	78,300
Utilities	26,082	32,000	32,000	33,000
Repair and Maintenance	86,276	85,000	74,000	42,000
General Expenses	365,559	311,050	317,679	342,550
Capital Outlay	320,732	257,000	214,794	600,000
Total Expenses	2,354,270	2,171,992	2,264,587	2,696,230
<u>Other Sources (Uses)</u>				
Sale of Assets	12,421	3,000	3,000	65,500
Principal Repayment	-90,000	-100,000	-100,000	-105,000
Bond Interest Repayment	-257,947	-256,000	-256,000	-251,000
Agent Fees	-400	-400	-400	-400
Transfers In	251,418	268,458	268,458	295,929
Transfers Out	0	0	0	0
<u>Reconciliation to GAAP Basis</u>				
Principal Repayment	90,000			
Capitalized assets	320,732			
Depreciation	-650,013			
Net Change in Fund Balance	380,264	427,641	141,525	-93,337
Unavailable Fund Balance (Net Investment in Capital Assets)	5,321,428	4,970,732	4,733,629	4,733,629
Unassigned Fund Balance - January 1	345,650	367,641	138,115	867,439
Unassigned Fund Balance - December 31	\$138,115	\$795,282	\$867,439	\$774,102
Total Fund Balance	\$5,459,543	\$5,766,014	\$5,601,068	\$5,507,731
Council Set Reserve (4 month)				<u>\$812,787</u>

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
REVENUES:					
90-9000-3085	Water Agreement Settlement	\$587,799	\$0	\$0	\$0
90-9000-3101	Interest on Investments	24,110	0	18,000	20,000
90-9000-3200	Administration Fees	4,212	500	4,000	4,000
90-9000-3222	Miscellaneous Revenue	99	0	0	0
90-9000-3225	Interfund Transfers - GF	251,418	268,458	268,458	295,929
90-9000-3430	Marina Parking Permits	19,899	20,000	20,000	20,000
90-9000-3440	Marina Paid Parking	133,048	135,000	135,000	135,000
90-9000-3450	Slip Rental	292,100	300,000	311,600	315,000
90-9000-3455	Mooring Rental	51,275	52,500	55,538	55,000
90-9000-3457	Season Kayak Rack Rental	108,132	110,000	124,264	125,000
90-9000-3460	Boat Rentals	680,671	890,000	710,000	720,000
90-9000-3461	Food/Beverage/Ice	18,592	16,500	22,700	17,000
90-9000-3463	Paddle Sport Rentals	462,534	470,000	470,000	470,000
90-9000-3465	Retail Sales	74,390	65,500	70,000	70,000
90-9000-3466	Fishing Licenses	110	500	150	150
90-9000-3470	Fees for Services	115,889	124,300	124,300	135,000
90-9000-3471	Concessionaire Revenue - Boat Rides	1,515	1,500	1,500	1,500
90-9000-3474	Stand Up Paddle Concessionaire	8,630	15,000	18,600	13,600
90-9000-3475	Retail Fuel Sales	81,604	75,000	80,000	83,000
90-9000-3476	Concessionaire Revenue - Rowing	2,500	2,500	2,500	2,500
90-9000-3477	Concessionaire Revenue - Water Taxi	497	500	500	500
90-9000-3478	Concessionaire Revenue - Sailing School	651	500	500	500
90-9000-3479	Concessionaire Revenue - Food and Beverage	102,896	76,875	10,000	100,000
90-9000-3480	Winter Storage	85,289	120,000	90,000	92,000
90-9000-3482	Sale of Used Boats	12,421	3,000	3,000	62,500
90-9000-3483	Sale of Paddleboards	0	0	0	3,000
90-9000-3485	Parts Retail Sales	42,413	39,600	39,600	40,500
90-9000-3486	Dry Storage	28,691	38,500	28,730	27,000
90-9000-3487	Trailer Storage	43,911	44,000	62,758	65,000
90-9000-3488	Fishing Pole Rentals	7,323	9,800	8,000	8,200
90-9000-3491	Rental Fees for Marina Park	6,175	10,000	14,000	10,000
90-9000-3492	Concessionaire Revenue - Bike	400	1,000	400	1,000
90-9000-3495	Zebra Mussel Reimbursement Income	45,000	45,000	48,414	48,414
90-9000-3500	Gift Card revenue	27,968	20,000	20,000	18,000
90-9000-3550	Grant Revenue	0	0	0	0
TOTAL REVENUES		\$3,322,160	\$2,956,033	\$2,762,512	\$2,959,293

Account Number	Account Title	2024 Actual	2025 Budget	2025 Projected	2026 Budget
	EXPENDITURES:				
90-9000-4001	Marina Salaries	\$497,884	\$433,854	\$503,714	\$543,909
90-9000-4002	Overtime	10,425	10,000	8,065	7,673
90-9000-4005	Seasonal Wages	612,985	650,838	615,000	676,153
90-9000-4010	Benefits	100,512	55,846	106,805	124,352
90-9000-4011	Employer Paid Health Insurance Premium	113,112	89,101	88,312	88,312
90-9000-4050	Retirement Benefits	19,590	30,003	23,257	24,981
	SUBTOTAL SALARIES AND BENEFITS	\$1,354,509	\$1,269,642	\$1,345,153	\$1,465,380
90-9000-4200	Office Supplies	\$1,027	\$800	\$1,300	\$800
90-9000-4201	Supplies	18,805	18,000	25,000	19,000
90-9000-4202	Postage - Department share	49	50	150	50
90-9000-4203	Telephone	52,626	31,000	40,000	32,000
90-9000-4205	Equipment Repairs & Maintenance	17,634	13,000	9,000	10,000
90-9000-4206	Vehicle Repairs & Maintenance	298	2,000	1,000	2,000
90-9000-4207	Building Repair & Maintenance	15,255	50,000	47,000	15,000
90-9000-4208	Rental Fleet Repairs & Maintenance	12,996	10,000	10,000	10,000
90-9000-4210	Professional Dues & Subscriptions	1,849	5,000	3,000	3,000
90-9000-4221	Printing	3,324	2,500	3,452	2,500
90-9000-4225	Food and Beverage	8,509	6,500	9,500	6,500
90-9000-4227	Reg. Fees, Lodging, Travel, and Meals	13,342	15,000	15,000	15,000
90-9000-4244	Bank Service Charges	33,882	35,000	35,000	36,000
90-9000-4250	Professional Services	92,337	95,000	95,000	95,000
90-9000-4259	Gasoline and Oil (Retail)	44,950	65,000	50,000	55,000
90-9000-4260	Gasoline and Oil (Maintenance)	3,054	4,500	4,500	5,000
90-9000-4265	Advertising	14,331	12,000	12,000	13,000
90-9000-4270	Uniforms	9,714	12,000	10,227	13,000
90-9000-4325	Agent Fees	400	400	400	400
90-9000-4333	Debt Service - Interest	257,947	256,000	256,000	251,000
90-9000-4334	Debt Service - Principal	0	100,000	100,000	105,000
90-9000-4365	Administration Fees	20,000	20,000	20,000	20,000
90-9000-4401	Utilities	26,082	32,000	32,000	33,000
90-9000-4444	Capital Improvements	0	100,000	40,000	300,000
90-9000-4460	Capital Equipment	8,190	157,000	174,794	300,000
90-9000-4477	Cleaning/Janitorial	46,923	32,000	32,000	35,000
90-9000-4501	Gift Card Expense	9,078	6,000	10,000	10,000
90-9000-4555	DRREC	97,009	85,000	101,300	104,500
90-9000-4704	Technical Purchases	16,708	7,000	10,161	20,000
90-9000-4790	Depreciation	650,013	0	0	0
90-9000-4890	Special Events	1,513	5,000	50	1,000
90-9000-4891	Retail Sales Inventory	52,187	55,000	105,000	35,000
90-9000-4892	Retail Service Parts	17,265	15,000	15,000	17,000
90-9000-4893	Retail Rental Vessels	0	0	0	16,500
90-9000-4894	Signage/Wayfinding	0	1,000	1,000	1,000
90-9000-4895	Dock Maintenance	40,093	10,000	7,000	5,000
90-9000-4900	Fishing Pole Expense	0	0	0	0
90-9000-5902	Interfund Transfers - Ins. Reserve	0	0	0	0
	SUBTOTAL OPERATING EXPENSES	\$1,587,390	\$1,258,750	\$1,275,834	\$1,587,250
	TOTAL EXPENDITURES	\$2,941,898	\$2,528,392	\$2,620,987	\$3,052,630

2026		2027		2028		2029		2030	
Project	Est. Cost	Project	Est. Cost	Project	Est. Cost	Project	Est. Cost	Project	Est. Cost
Master Plan Implementation:		Master Plan Implementation:		Master Plan Implementation:		Master Plan Implementation:		Master Plan Implementation:	
New Dock System for Paddle Sports	250,000								
Total Capital Projects (4444)	<u>\$250,000</u>	Total Capital Projects (4444)	<u>\$0</u>	Total Capital Projects (4444)	<u>\$0</u>	Total Capital Projects (4444)	<u>\$0</u>	Total Capital Projects (4444)	<u>\$0</u>
Replace Pontoon Boats (6 boats)	\$210,000								
Additional pontoon instead of fishing boat	\$42,000								
Pump Out Barge	\$46,000	Replace Pontoon Boats (6 boats)	257,500	Replace Pontoon Boats (6 boats)	265,225	Replace Pontoon Boats (6 boats)	265,225	Replace Pontoon Boats (6 boats)	265,225
Replace 2015 Ram 2500	\$56,000	Purchase additional UTV	\$35,000			Replace John Deere Tractor	65,000		
Motor for Old Rescue Boat	\$25,000								
Total Capital Equipment (4460)	<u>\$354,000</u>	Total Capital Equipment (4460)	<u>\$292,500</u>	Total Capital Equipment (4460)	<u>\$265,225</u>	Total Capital Equipment (4460)	<u>\$330,225</u>	Total Capital Equipment (4460)	<u>\$265,225</u>
New Panels for Service Tent	\$60,000								
Total Repair and Maintenance	<u>\$60,000</u>	Total Repair and Maintenance	<u>\$0</u>	Total Repair and Maintenance	<u>\$0</u>	Total Repair and Maintenance	<u>\$0</u>	Total Repair and Maintenance	<u>\$0</u>
Capital Project/Equipment Total	<u>\$664,000</u>	Capital Project/Equipment Total	<u>\$292,500</u>	Capital Project/Equipment Total	<u>\$265,225</u>	Capital Project/Equipment Total	<u>\$330,225</u>	Capital Project/Equipment Total	<u>\$265,225</u>
Beginning Fund Balance - Projected	\$867,439	Beginning Fund Balance - Projected	\$774,102	Beginning Fund Balance - Projected	\$1,080,727	Beginning Fund Balance - Projected	\$1,438,773	Beginning Fund Balance - Projected	\$1,761,325
Revenues - 3% increase/year	2,959,293	Revenues - 3% increase/year	3,048,072	Revenues - 3% increase/year	3,139,514	Revenues - 3% increase/year	3,233,699	Revenues - 3% increase/year	3,330,710
Operating - 3% increase/year	2,032,230	Operating - 3% increase/year	2,093,197	Operating - 3% increase/year	2,155,993	Operating - 3% increase/year	2,220,673	Operating - 3% increase/year	2,287,293
Debt - Revenue Bonds/Water Fund	356,400	Debt - Revenue Bonds/Water Fund	355,750	Debt - Revenue Bonds/Water Fund	360,250	Debt - Revenue Bonds/Water Fund	360,250	Debt - Revenue Bonds/Water Fund	360,250
Capital Projects	250,000	Capital Projects	0	Capital Projects	0	Capital Projects	0	Capital Projects	0
Capital Equipment	354,000	Capital Equipment	292,500	Capital Equipment	265,225	Capital Equipment	330,225	Capital Equipment	265,225
Repair and Maintenance	60,000	Repair and Maintenance	0	Repair and Maintenance	0	Repair and Maintenance	0	Repair and Maintenance	0
Ending Fund Balance - Projected	<u>\$774,102</u>	Ending Fund Balance - Projected	<u>\$1,080,727</u>	Ending Fund Balance - Projected	<u>\$1,438,773</u>	Ending Fund Balance - Projected	<u>\$1,761,325</u>	Ending Fund Balance - Projected	<u>\$2,179,267</u>



TO: Mayor and Town Council
FROM: Leslie Edwards, Finance Director, Sole Drumwright
RE: Estimated Start Time 7:35PM - First Reading Ordinance 25-18: AN ORDINANCE AMENDING CHAPTER 160 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING TAXATION, BY AMENDING SECTIONS 160-27 AND 160-28, 160-30 THROUGH 160-35, 160-37, 160-40, 160-44, AND 160-46, EACH CONCERNING THE TOWN'S LODGING TAX; IN ORDER TO, WITHOUT SUBSTANTIVE CHANGE, USE THE TERM "LODGING SERVICES" IN LIEU OF "LODGING," AND TO REMOVE A REFERENCE TO ARTICLE I OF CHAPTER 160 TO REMOVE AN AMBIGUITY AND THEREBY CLARIFY, STANDARDIZE, ENSURE TAXPAYER COMPLIANCE AND MAKE MORE EFFICIENT THE REPORTING AND PAYMENT OF LODGING TAXES.
DATE: October 14, 2025

Summary & Background:

This memo outlines proposed changes to the Town of Frisco lodging tax sections of the municipal code to improve clarity, standardize definitions with our Town's Sales Tax Code and support consistent taxpayer compliance.

In a recent legal interpretation, the Summit County District Court, determined that the current language of § 160-30(B), which states that the purchase price excludes "the sale of any goods, services, or commodities other than lodging *and otherwise taxed under Article I of this Chapter.*", is ambiguous regarding the taxation of administrative and cleaning fees. As a result, such fees were found not taxable under the existing lodging tax code.

To align the Lodging Tax Code with the Town's intended policy and to avoid future uncertainty, staff recommends clarifying the definition of "lodging" and related taxable charges.

Analysis:

Considering the recent legal interpretation of the Lodging Tax Code and to ensure consistency with the Town's Sales Tax Code, staff recommend the following amendments to the Lodging Tax Code:

1. **Remove** the phrase "and otherwise taxed under Article I of this Chapter" from §160-30(B), which was central to the court's ruling.
2. **Clarify** the applicability of the lodging tax to all fees related to lodging services by referring consistently to "**lodging services**" rather than just "lodging."

Financial Impact:

These changes to the tax code are, in most instances, aligned with current practices. The changes will provide clarification within the Frisco Municipal Code with no material impact to revenue.

Environmental Sustainability:

no impact

Alignment with Strategic Plan:

Defending the Town's position in tax-related litigation supports the Thriving Economy pillar by ensuring fair and consistent tax collection from all businesses operating in Frisco. This promotes a level playing field and reinforces the Town's commitment to responsible fiscal management.

Staff Recommendation:

Staff recommends that the Town Council approve Ordinance 25-18 on first reading. Second reading is scheduled for October 28, 2025.

Reviews and Approvals:

Leslie Edwards, Finance Director
Tom Fisher, Town Manager

Created/Initiated - 10/9/2025
Final Approval - 10/9/2025

Attachments:

1. Attachment 1 - Ordinance 25-18 Lodging Tax Code Amendments

TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 25-18

AN ORDINANCE AMENDING CHAPTER 160 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, COLORADO, CONCERNING TAXATION, BY AMENDING SECTIONS 160-27 AND 160-28, 160-30 THROUGH 160-35, 160-37, 160-40, 160-44, AND 160-46, EACH CONCERNING THE TOWN’S LODGING TAX; IN ORDER TO, WITHOUT SUBSTANTIVE CHANGE, USE THE TERM “LODGING SERVICES” IN LIEU OF “LODGING,” AND TO REMOVE A REFERENCE TO ARTICLE I OF CHAPTER 160 TO REMOVE AN AMBIGUITY AND THEREBY CLARIFY, STANDARDIZE, ENSURE TAXPAYER COMPLIANCE AND MAKE MORE EFFICIENT THE REPORTING AND PAYMENT OF LODGING TAXES.

WHEREAS, the Town of Frisco, Colorado (“Town”) is a home rule municipality, duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, this ordinance is adopted pursuant to the Town’s home rule authority and the Town’s authority under Colorado Revised Statutes Section 31-23-301; and

WHEREAS, the remote sale or furnishing of lodging services within the Town burdens local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services; and

WHEREAS, a recent legal interpretation of the Town’s lodging tax code identified an ambiguity therein as relates to the provisions of the Town’s sales tax code; and

WHEREAS, the Town finds it necessary to amend the lodging tax code to remove the identified ambiguity and thereby clarify, standardize, ensure taxpayer compliance and make more efficient the reporting and payment of lodging taxes.

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

Section 1. Section §160-27, concerning the legislative intent related to the Town’s lodging tax, is hereby amended to read as follows:

The Town of Frisco hereby finds and declares that the creation of town capital improvements and amenities that will enhance the viability of the town as a premier destination resort is of primary importance in maintaining the community identity, environmental desirability and economic health of the town. The Town of Frisco further finds that it is appropriate to fund amenities to be used by tourists, and that will promote tourism within the town, by revenue generated by activities enjoyed by tourists and citizens in the town. It is therefore necessary and

appropriate to impose a tax on lodging services in the town in order to preserve, promote and enhance the community identity, environmental desirability and economic health of the town. It is therefore declared to be the legislative intent of the Town of Frisco that every person who purchases lodging services in the town is exercising a taxable privilege, and shall pay the tax imposed by this Article. It is further declared to be the legislative intent of the Town Council that, for the purposes of this Article, every vendor who shall make a sale of lodging services to a purchaser in the Town shall collect the tax imposed by this Article on the total purchase price charged for such lodging services furnished at any one time by or to every customer or buyer, in the manner set forth in this Article.

Section 2. Section §160-28, “Definitions,” of the Code as related to the Town’s lodging tax, is hereby amended by the amendment of the following definitions, placed in their appropriate alphabetic locations, to read as follows:

Gross lodging sales means the total received in money, credit, property or other consideration valued in money for all sales and purchases of lodging services, that are subject to the tax imposed by this Article.

Lodging services means the provision or facilitation of provision of any rooms or accommodations by any person, partnership, association, corporation, estate, representative capacity or any other combination of individuals by whatever name known to a person who, for consideration including barter, trade or timesharing uses, possesses or has the right to use or possess any room or other accommodation, including, but not limited to, a hotel, inn, bed and breakfast, apartment, single-family residence, lodging house, condominium, motor hotel, guesthouse, guest ranch, trailer coach, mobile home, auto camp, trailer court and park, any portion of a dwelling unit or other area which accommodates a guest, or similar establishment, for a period of less than 30 consecutive days under any rental agreement, sharing or trade agreement, concession, permit, right of access, license to use, or other agreement.

Marketplace means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where the remote sale of lodging services within the town is offered.

Marketplace facilitator:

A. Means a person who:

1. Contracts with a marketplace seller or multichannel seller to facilitate for consideration, regardless of whether or not the consideration is deducted as fees from the transaction, the remote sale of lodging services within the town through the person's marketplace;
2. Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller or multichannel seller.
3. Either directly or indirectly, through agreements or arrangements with third parties, collects payment from the purchaser on behalf of the seller.

B. "Marketplace Facilitator" does not include a person that exclusively provides internet advertising that does not otherwise meet this definition

Marketplace seller means a person, regardless of whether or not the person is engaged in business in the town, which has an agreement with a marketplace facilitator and offers the remote sale of lodging services within the town through a marketplace owned, operated, or controlled by a marketplace facilitator.

Multichannel seller means a vendor that offers for the remote sale of lodging services within the town through a marketplace owned, operated, or controlled by a marketplace facilitator, and through other means.

Purchase or sale means the acquisition for consideration by any person of lodging services within the town.

Purchaser means any person exercising the taxable privilege of purchasing lodging services.

Vendor means a person making sales of or furnishing lodging services to a purchaser, and includes, but is not limited to, a marketplace facilitator, marketplace seller, or multichannel seller, and shall include, without limitation, online travel companies to the maximum extent permitted by law.

Section 3. Section §160-30 of the Code, concerning imposition of the Town's lodging tax, is hereby amended to read as follows:

A. Effective January 1, 2004, there is hereby levied a tax in the amount of 2.35 percent of the purchase price paid or charged for lodging services within the town.

B. In all cases, the purchase price paid or charged shall exclude the sale of any goods, services, or commodities other than lodging services ~~and otherwise taxed under Article I of this Chapter.~~

Section 4. Section §160-31 of the Code, concerning exemptions of the Town's lodging tax, is hereby amended to read as follows:

The following sales and purchases are exempt from the tax imposed by this Article:

A. All sales to any person who is, in fact, a resident of, and who enters into or has entered into, a written agreement for lodging services for a period of at least 30 consecutive days.

B. All sales to the United States Government and to the State, their departments or institutions and the political subdivisions thereof, including the Town and its departments, in their governmental capacities only.

C. Religious, charitable, and quasi-governmental organizations, but only in the conduct of their regular religious, charitable and quasi-governmental capacities and only if such organization has obtained an exempt organization license and furnishes the exempt tax license to the person who sells lodging services to the organization.

Section 5. Section §160-32 of the Code, concerning receipts and disposition of the Town's lodging tax, is hereby amended to read as follows:

A. The monies received by the treasurer from the tax imposed and collected pursuant to this Article shall be deposited in the general fund, the capital improvements fund, or such other fund as the Town Council may from time to time determine, and shall be used specifically for economic development, special events, advertising and marketing, recreation amenities, multi-purpose facilities, open space, and similar uses, including operation and maintenance thereof, the decision as to the proportion of revenue to be allocated to any such uses being made by ordinance of the Town Council.

B. ...For the year 2012 and future years:

1. Forty-five percent for advertising and marketing in the form of funding of the Frisco Information Center.
2. Twenty percent for economic development.
3. Twenty percent for recreational amenities, multi-purpose facilities, and/or open space.
4. Fifteen percent for operation and maintenance of recreation amenities, multi-purpose facilities, and/or tourism-related operation and maintenance expenses.

Actual expenditures, reserves for future capital expenditures, and other allocations of the proceeds from the tax on lodging services shall be accomplished by the Town Council through the budget process, in accordance with the percentages stated in this Subsection (B).

Section 6. Section §160-34 of the Code, concerning the collection of the Town's lodging tax, is hereby amended to read as follows:

A. Every vendor making taxable sales of lodging services to purchasers in the town is required to collect the tax imposed by this Article from such purchasers at the time such sales are made.

B. The tax required to be collected by this section shall be stated and charged separately from the purchase price on any record made at the time of the sale or at such later time when evidence of the sale is issued by the vendor. When added, such tax shall constitute part of the purchase price and shall be a debt from the purchaser to the vendor until paid, which shall be recoverable at law by the vendor in the same manner as other debts.

C. All taxes paid by the purchaser to the vendor under this Article shall remain the property of the town, to be held in trust by the vendor for the sole use and benefit of the town until remitted to the treasurer.

D. Taxes paid on the amount of gross lodging sales that are represented by accounts found to be worthless and that are lawfully charged off as bad debts by the vendor for federal and state income tax purposes may be credited upon a subsequent payment of tax as provided for in this Article; provided, however, that if any such accounts are thereafter collected by the vendor, a tax shall be paid to the town upon the amount so collected.

Section 7. Subsection §160-35.E of the Code, concerning the payment of the Town's lodging tax, is hereby amended to read as follows:

E. Paper Lodging Tax Return Filing Fee. Commencing with the tax return for the January 2023 tax period, there shall be added to each paper return for the sale of lodging services filed with the Town, and there shall be assessed and paid by the taxpayer filing such return, a Paper Return Filing Fee. A "paper return" is a Town tax or fee return that is not filed through the Town's designated online tax filing system. The paper return filing fee shall be due and payable at the time the paper return is filed. The Manager shall establish the Paper Return Filing Fee, and amend the fee from time to time, in an amount reasonably necessary to recoup the Town's cost in processing and storing paper returns, and to encourage the electronic filing of returns. In order to incentivize the filing of lodging services sale tax returns through the Town's online tax filing system, the Manager may waive up to \$40.00 in accumulated Paper Return Filing Fees for any single fee payer.

Section 8. Subsection §160-37.B. of the Code, concerning the liability for the Town's lodging tax, is hereby amended to read as follows:

B. It is unlawful for any vendor to advertise or hold out or state to the public or to any customer, directly or indirectly, that the tax or any part thereof imposed by this Article shall be assumed or absorbed by the vendor or that it shall not be added to the selling price of the lodging services or, if added, that it or any part thereof shall be refunded.

Section 9. Subsection §160-40.B. of the Code, concerning the audit by treasurer and duty to keep records, is hereby amended to read as follows:

B. It is the duty of every taxpayer to keep and preserve suitable records and such other books or accounts as may be necessary to determine the amount of tax for the collection of which it is liable under this Article. It is the duty of every such taxpayer to keep and preserve for a period of three years all records relating to the sale of lodging services.

Section 10. Section §160-44 of the Code, concerning refunds of the Town's lodging tax, is hereby amended to read as follows:

Refunds shall be made, or a credit allowed, for the lodging tax so paid under dispute by any purchaser or user who claims an exemption pursuant to Section 160-31. Such refund shall be made by the treasurer after compliance with the following conditions precedent:

A. Applications for refund shall be made within 60 days after the purchase of lodging services whereon an exemption is claimed and must be supported by the affidavit of the purchaser or user accompanied by the original paid invoice or receipt and certificate issued by the vendor and shall be made upon such forms as shall be prescribed therefore.

B. A refund shall be made, or a credit allowed by the treasurer to any person entitled to an exemption where such person establishes that:

1. A tax was paid by another person, the purchaser, on a purchase made on behalf of the person entitled to an exemption;
2. A refund has not been granted to such purchaser; and
3. The person entitled to the exemption paid or reimbursed such purchaser for such tax.

The burden of proving that the lodging on which tax refunds are claimed are exempt from taxation under this Article shall be on the person making such claim under such reasonable requirements of proof as are customarily required in administrative hearings. No such refund shall be made, or credit allowed in an amount greater than the tax paid.

The burden of proving that the lodging service on which tax refunds are claimed are exempt from taxation under this Article shall be on the person making such claim under such reasonable requirements of proof as are customarily required in administrative hearings. No such refund shall be made, or credit allowed in an amount greater than the tax paid.

C. Claims for tax monies paid in error or by mistake shall be made within three years after the date of purchase of lodging services for which the refund is claimed and shall be processed for refund in accordance with this section, except that the proceeds of any such claim for a refund shall first be applied by the treasurer to any tax deficiencies or liabilities existing against the claimant before allowance of such claim by the treasurer, and further except that if such excess payment of tax monies in any period is discovered as a result of an audit by the treasurer, and deficiencies are discovered and assessed against the taxpayer as a result of such audit, then such excess monies shall be first applied against any deficiencies outstanding to the date of the assessment but shall not be applied to any future tax liabilities.

D. Upon receipt of an application, the treasurer shall examine the same with due speed and shall give notice to the applicant by order in writing of his/her decision thereon. An aggrieved applicant, within 20 days after such decision is mailed to it, may petition the treasurer for a hearing on the claim in the manner provided in Section 160-48 and may appeal in the manner provided in Section 160-49. The right of any person to a refund under this Article shall not be assignable, and except as provided in Subsection B of this section, such application for refund must be made by the same person who purchased the lodging services and paid the tax thereon as shown in the invoice of the sale thereof.

E. Any applicant for a refund under the provisions of this or any other person who makes any false statement in connection with an application for a refund of any taxes is guilty of a violation of this Article and shall be punished in the manner provided by [Section 1-14](#) of this Code. If any person is convicted under the provisions of this section, such conviction shall be prima facie evidence that all refunds received by such person during the current year were obtained unlawfully, and the treasurer is empowered to bring appropriate recovery of such refunds. A brief summary statement of the above-described penalty shall be printed on each form application for a refund.

Section 11. Subsections §160-46.A.3 and 160-46.C.2 of the Code, concerning liens and exemption from liens related to the Town's lodging tax, are hereby amended to read as follows:

A. Notice of tax lien.

3. Such revenue collector or the sheriff shall forthwith levy upon sufficient of the property of the taxpayer or any property used by such taxpayer in conducting its lodging services business, except property made exempt from the tax lien pursuant to the provisions of Subsection (C)(1) hereof and said property so levied upon shall be sold in all respects with like effect and in the same manner as is prescribed by law with respect to executions against property upon judgment of a court of record, and the remedies of garnishment shall apply. The sheriff shall receive such fees in executing such warrants as are allowed by law for similar services.

C. Sale of business.

2. If the purchaser of a lodging services business fails to withhold the purchase money as provided in Subsection (B)(1), and the taxes are due and unpaid after the ten-day period allowed, the purchaser, as well as the former owner, shall be personally responsible for the payment of the taxes unpaid by the former owner.

Section 12. Savings Clause. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be 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.

Section 13. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING
ORDERED THE 14TH DAY OF OCTOBER 2025.

INTRODUCED, PASSED ON SECOND READING AND PUBLICATION AND
POSTING ORDERED THIS 28ST DAY OF OCTOBER 2025.

TOWN OF FRISCO, COLORADO:

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk



TO: Mayor and Town Council
FROM: Ryan Thompson, Water Superintendent
RE: *Estimated Start Time 7:45PM - Second Reading of:* Ordinance 25-12: AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY (“CWRPDA”); AUTHORIZING THE FORM AND EXECUTION OF LOAN AGREEMENT AND GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH
DATE: October 14, 2025

Summary & Background:

On September 23, 2025, Ordinance 25-12 went before the Town of Frisco, Town Council, for a first reading. There were no objections or recommended changes made to Ordinance 25-12. This will be the second reading of Ordinance 25-12 for the Town of Frisco to begin the loan execution process with CWRPDA and finalize the loan closing documents. This will begin the SRF funding for the Town of Frisco PFAS Treatment Facility.

On March 7, 2025, the Colorado Water Resources and Power Development Authority (CWRPDA) approved Resolution No. 25-09, awarding the Town of Frisco \$8,200,000 through the Drinking Water State Revolving Fund (DWRPDA). This funding was made available under the Bipartisan Infrastructure Law, passed in 2021 as part of the Infrastructure Investment and Jobs Act, which established initiatives to address emerging contaminants such as PFAS.

Through this federal loan program, the Town qualified to receive \$8,200,000 with repayment terms of 100% principal forgiveness. These funds will be used to construct the already designed PFAS removal facility at Well #7, located at 612 Recreation Way in Frisco, Colorado.

Adoption of the ordinance is necessary to formally authorize acceptance of the award and to ensure the Town can proceed with the loan agreement and project implementation.

Analysis:

On December 1, 2021, the Town of Frisco engaged with contract engineer Plummer Associates, Inc., to study, develop, and implement a small-scale pilot program for the removal of PFAS (per- and polyfluoroalkyl substances). The pilot study was conducted from February 2023 through June 2024 and evaluated the performance of four different filter media types, consisting of Ion Exchange (IOX) and Granular Activated Carbon (GAC). The results demonstrated that both technologies were highly effective at removing PFAS.

After evaluating filter performance, life cycle costs, handling, and disposal considerations, the Town selected GAC as the preferred treatment technology for a full-scale PFAS removal facility. In June 2024, the Town applied to the State Revolving Fund (SRF) and successfully advanced through the program’s rigorous review process, resulting in the award of \$8,200,000 with 100% principal forgiveness.

The PFAS removal project is now nearing completion of its permitting phase and is anticipated to be

ready for construction bidding by Fall 2025.

Financial Impact:

The award of \$8,200,000 is provided through the Drinking Water State Revolving Fund with repayment terms of 100% principal forgiveness. As a result, the funding will cover an estimated 90% of costs to design and construct the PFAS removal facility at Well #7, minimizing the need for local utility reserves and greatly reducing any rate adjustments needed to fund the project. Acceptance of this loan positions the Town to deliver critical water quality improvements at very little direct financial cost to ratepayers or the Water Enterprise Fund.

Environmental Sustainability:

The construction of a PFAS removal facility at Well #7 represents a significant investment in protecting public health and the environment. PFAS are known as “forever chemicals” due to their persistence in the environment and resistance to natural degradation. By implementing Granular Activated Carbon (GAC) treatment technology, the Town will eliminate PFAS contamination from a key drinking water source, ensuring long-term water quality and safety for residents.

Alignment with Strategic Plan:

This loan ordinance directly supports the Town Council’s 2024–2028 Strategic Plan by reinforcing our commitment to protect water quality, acting proactively on environmental threats, and responsibly investing in infrastructure that advances sustainability. The project aligns with our long-standing environmental stewardship priorities and enhances transparency through public engagement—while also ensuring financial prudence by leveraging a fully forgiven loan for project delivery.

Staff Recommendation:

Staff recommends approval of the ordinance authorizing the Town of Frisco to enter into a loan agreement with the State of Colorado, Drinking Water Revolving Fund for \$8,200,000. The loan provides 100% principal forgiveness through the Drinking Water State Revolving Fund and will be applied to the construction of a PFAS removal facility at Well #7. Approval of this ordinance will enable the Town to accept the award and move forward with project implementation in alignment with state and federal requirements.

Reviews and Approvals:

Ryan Thompson, Water Superintendent	Created/Initiated - 10/9/2025
Addison Canino, Capital Projects Senior Manager	Approved - 10/9/2025
Josh Southworth, Public Works Director	Approved - 10/9/2025
Diane McBride, Assistant Town Manager	Approved - 10/10/2025
Tom Fisher, Town Manager	Final Approval - 10/10/2025

Attachments:

1. Attachment 2 - Colorado Water Resources and Power Resolution 25-09
2. Attachment 1 - Drinking Water Revolving Fund Loan Credit Report
3. Attachment 4 - Ordinance 25-12 CWRPDA Loan & Construction Approval
4. Attachment 3 - Drinking Water Revolving Fund Direct Loan Agreement

**COLORADO WATER RESOURCES
AND
POWER DEVELOPMENT AUTHORITY**

RESOLUTION NO. 25-09

**A RESOLUTION FOR APPROVAL OF A DRINKING WATER DIRECT LOAN TO
THE TOWN OF FRISCO AND EXECUTION OF A LOAN AGREEMENT AND OTHER
DOCUMENTS NECESSARY THEREFOR**

WHEREAS, the Colorado Water Resources and Power Development Authority (the “Authority”) has received and reviewed an Application for a Bipartisan Infrastructure Law (“BIL”) Emerging Contaminants (“EC”) Principal Forgiveness (“PF”) direct loan from the Drinking Water Revolving Fund from the Town of Frisco (the “Applicant”); and

WHEREAS, the Loan Application has been reviewed in accordance with the procedures provided therefor in the Memorandum of Understanding between the Authority, the Colorado Department of Public Health and Environment and the Colorado Department of Local Affairs concerning the operation of the Drinking Water Revolving Fund; and

WHEREAS, the proposed Project to be financed by the proposed direct loan is included on the Project Eligibility List of projects eligible for financial assistance from the Drinking Water Revolving Fund and the Water Quality Control Division of the Colorado Department of Public Health and Environment has certified that the proposed Project has met all requirements and prerequisites and is eligible for financial assistance from the Drinking Water Revolving Fund.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Colorado Water Resources and Power Development Authority:

1. That the proposed BIL EC principal forgiveness direct loan to the Town of Frisco in an amount not to exceed *\$8,200,000 through the DWRF is approved subject to the terms and conditions set forth on the attached Exhibit A*;
2. That the staff is directed to negotiate a Loan Agreement and other documents incorporating such terms and conditions as are appropriate to effectuate the proposed direct loan;
3. That the Executive Director and Assistant Secretary are authorized and directed to execute the Loan Agreement and any other necessary and reasonable documents for the proposed direct loan in order to consummate the direct loan approved hereby.

CERTIFICATE

The undersigned officers of the Board of Directors of the Colorado Water Resources and Power Development Authority do hereby certify that the above Resolution No. 25-09 was adopted by the Colorado Water Resources and Power Development Authority at a regular meeting of the Board of Directors (meeting conducted using a combination of both in-person and video and audio tele-conferencing) with a quorum present in Denver, Colorado on March 7, 2025.

Chair

Secretary

EXHIBIT A

Borrower:	Town of Frisco
Project:	The proposed project consists of granular activated carbon (GAC) treatment for per- and polyfluoroalkyl substances (PFAS), including treatment vessels, a treatment building, and conveyance piping & site work as may be necessary for the disposal of conditioning start-up water of the GAC filtration media.
Pledge:	This is a principal forgiveness loan only, and no repayment is required. Therefore, there is no pledged source of repayment for this loan.
Loan Term:	N/A
Interest Rate:	N/A
Amount not to exceed:	*\$8,200,000 BIL EC PF (DWRP BIL EC PF direct loan will be a 100% principal forgiveness loan)

Subject to the following terms & conditions:

* - The terms and monetary amounts set forth in Part 1 hereto under the the BIL EC PF loan are premised upon the Authority’s understanding of and expectations for the resources available to it from the base federal Capitalization Grants and the BIL. These amounts, and the allocation of funds available to the Project from each source, are subject to change, amendment, and/or rescission depending upon the policies, procedures, and budgetary adjustments adopted by the federal administration. If such changes in policies and procedures or budgetary adjustments are adopted by the federal administration, the Authority reserves the right to review and adjust the terms and monetary amounts set forth herein in a subsequent action. Further, the loan agreement authorized by this resolution is subject to non-execution, cancellation, delay, rescission, or alteration depending upon the terms and conditions, quantities, or availability of federal funds provided under existing or future Capitalization Grants. In addition, funding for this and other approved projects may be re-evaluated under the priority scoring system implemented by the Board for all projects based on changes in the availability of anticipated funds under the 2024 BIL Capitalization Grants. This re-evaluation may result in the funding of some but not all previously-authorized projects, including the project for which the execution of a loan agreement has been authorized by this resolution. The loan agreement authorized by this resolution shall include a term by which Applicant shall hold the Authority harmless for any costs or damages resulting from a change in federal policies, procedures, or funding that results in the requirement that the Authority cancel, delay, rescind, or alter its terms.

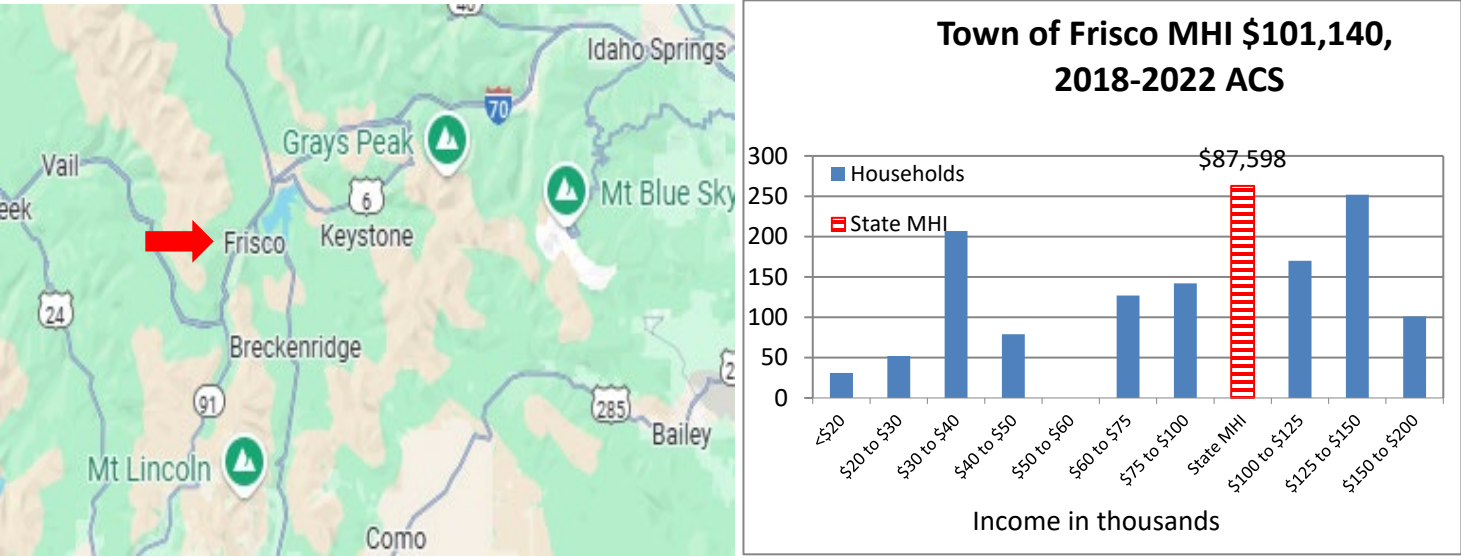
DWRF LOAN CREDIT REPORT
Town of Frisco (“The Town”), Summit County

Recommendation:	APPROVAL	Project Budget	
SRF Request:	\$8,200,000	DWRF BIL Emerging Contaminants PF:	\$8,200,000
Interest Rate & Term:	N/A	Reserves:	\$200,000
Annual Debt Service:	N/A	Total:	\$8,400,000
Pledge:	water system revenue		
Current Rate:	\$74.67		
Estimated Rate Increase:	N/A		

PROJECT DESCRIPTION: The proposed project consists of granular activated carbon (GAC) treatment for per- and polyfluoroalkyl substances (PFAS), including treatment vessels, a treatment building, and conveyance piping & site work as may be necessary for the disposal of conditioning start-up water of the GAC filtration media.

COMMUNITY PROFILE: Town of Frisco	2019	2020	2021	2022	2023	2024	Avg. Annual Change
Town Population	2,912	2,900	2,860	2,792	2,740		-1.51%
Summit County Population	31,190	31,000	30,999	30,629	30,441		-0.61%
Summit County Jobs	27,633	24,908	26,490	27,473	28,178		0.49%
Number of Water Taps		2,075	2,090	2,102	2,115	2,131	0.67%
Assessed Value (\$000)		241,868	242,745	264,152	257,565	355,158	10.08%
Actual Value (\$000)		2,403,729	2,421,320	2,705,098	2,716,828	4,062,116	14.02%

BORROWER BRIEF: The Town of Frisco is located on Summit County about 26 miles east of the Town of Vail and about 40 miles west of the Town of Idaho Springs.



RECOMMENDATION: The Town serves a mountain resort community in Summit County. This proposed loan is necessary to treat drinking water for PFAS. The water fund is well managed, and because the request is for funding that comes with 100% principal forgiveness, rates do not need to be raised to meet covenant requirements for the project. We therefore recommend the DWRF Committee approve an \$8,200,000 direct loan with 100% principal forgiveness under the BIL Emerging Contaminants funding for the Town of Frisco.

PROJECT SUMMARY:

System summary: The Town supplies a permanent population of 4,495 via 2,126 connections with one surface water well and three groundwater wells. The Town has three treatment plants (one membrane filtration and two chlorinators), and three distribution storage tanks.

Reason/need: In response to the growing body of research recognizing exposure to PFAS as potentially harmful to human health, the Town participated in State-initiated voluntary sampling to collect occurrence data of PFAS compounds in their drinking water supplies. PFAS compounds above the EPA PFOA and PFOS MCL of 4ng/L were detected at the Well No. 7 facility. For the past 5 years that it was in service, Well #7 has produced 39.82% of the Town's drinking water. The Town subsequently applied to the department's PFAS grant program, and was awarded funds to pilot test GAC and ion exchange (IX) for the treatment of PFAS from February 2023 into May 2024. Treatment via GAC was determined to be the best alternative per the lifecycle cost analysis (which considers the capital costs plus media change out and operating costs), and was selected for full-scale implementation. The Town has invested approximately \$400,000 in the sampling, piloting, and design processes to date.

System Compliance: The Town of Frisco is in compliance with the Colorado Primary Drinking Water Regulations and the project is primarily intended to meet future requirements.

Project Delivery Method: Construction Manager at Risk (CMAR)

Contingency: 15.2% of total project cost included as contingency

CURRENT INDICATORS:	2021	2022	2023	Weak	Average	Strong
Total Debt per Capita (\$):	2,935	2,865	5,047	X >\$2,000	\$1,000 - 2,000	<\$1,000
Total + New Debt/Capita (\$):			5,047	X >\$2,000	\$1,000 - 2,000	<\$1,000
Total Debt/Tap (\$):	4,016	3,806	6,539	X >\$5,000	\$2,500 - 5,000	<\$2,500
Total Debt + New Debt/Tap (\$):			6,539	X >\$5,000	\$2,500 - 5,000	<\$2,500
Current Water Debt/Tap (\$):	0	0	0	>\$2,000	\$1,000 - 2,000	X <\$1,000
Current Water + New Water Debt/Tap (\$):			0	>2,000	\$1,000 - 2,000	X <\$1,000
Total Debt/Assessed Value:	3.46%	3.03%	5.37%	>50%	25-50%	X <25%
Total Debt + New Water Debt/Assessed Value:			5.37%	>50%	25-50%	X <25%
Total Debt/Actual Value:	0.35%	0.30%	0.51%	>10%	5-10%	X <5%
Total Debt + New Water Debt/Actual Value:			0.51%	>10%	5-10%	X <5%
Curr. Water Debt + New Debt/Tap/MHI:			0.00%	>20%	10-20%	X <10%
Water Fund Current Ratio (CA/CL):	10,824%	7,759%	26,892%	<100%	100-200%	X >200%
Water Fund Reserves/Current Expense:	638%	447%	540%	<50%	50-100%	X >100%
Water Operating Ratio (OR/OE):	170%	128%	135%	<100%	100-120%	X >120%
Coverage Ratio (TR-OE)/DS:			N/A	<110%	110-125%	X >125%
Coverage Ratio (TR-OE)/DS Excluding Tap Fees:			N/A	<110%	110-125%	X >125%
Coverage Ratio with New Loan:			N/A	<110%	110-125%	X >125%
Coverage Ratio with New Loan Excluding Tap Fees:			N/A	<110%	110-125%	X >125%
Current Annual Water Rates/MHI:			0.00%	>3.0%	1.5-3.0%	X <1.5%
Current Water Rates + New Water Debt Service/MHI:			0.00%	>3.0%	1.5-3.0%	X <1.5%
Operation and Maintenance Reserve:			540%	<25%	25-50%	X >50%
Total:	4	0	17			

FINANCIAL ANALYSIS: Of the twenty-one current indicators calculated, seventeen are rated strong, none are average, and four are considered weak. Overall, the indicators illustrate a well-managed water fund. The strong indicators show ample revenue to cover expenses, strong reserves, no existing debt in the water fund, and affordable rates. The weak indicators reflect the Town's overall debt is relatively high.

- Because the proposed project is eligible for BIL Emerging Contaminants 100% principal forgiveness, no rate increases are necessary for this proposed project.
- If this were a repayable loan, the coverage ratio would be 233% with tap fees and 121% without. The Town would not need to raise rates to meet coverage requirements.
- Operating revenue is consistently sufficient to cover operating expenses. The 2023 operating revenue was 135%, and the five-year average operating ratio was 149%.

DESCRIPTION OF THE LOAN:

The Town qualifies for \$8,200,000 in BIL Emerging Contaminants principal forgiveness.

BIL Principal Forgiveness Eligibility:

In order to qualify for BIL principal forgiveness, a community must score three (3) points using the BIL Principal Forgiveness Eligibility Criteria outlined in the Intended Use Plans. The Town scores three points as shown below.

BIL PF DETERMINATION				
	Benchmark		Borrower	Points
1. Five Year % Change in Population	0.71%	>	-1.54%	1
2a: County Job Change	0.00%	>	17.24%	0
2b: County Unemployment	5.38%	<	2.26%	
3: Median Household Income, or MHI exceeds 125% of state MHI (-1 point)	\$87,598	>	\$101,140	0
	\$109,498	<		
4: Rates to MHI	0.81%	<	0.89%	1
5: Project addresses removal of lead or emerging contaminants	Yes		Yes	1
6: % Minority	40.00%	<	23.45%	0
7: % Households Housing Burdened	50.00%	<	29.28%	0
8: % Population under 200% Poverty Level	40.00%	<	8.69%	0
9: % Population under 200% Poverty Level + % Population over 65 years old	55.00%	<	23.62%	0
10: Meets DAC criteria	Yes		No	0
Total Points Scored:				3

The Town qualifies for BIL principal forgiveness. The DWRF Emerging Contaminants funding is awarded as 100% loan principal forgiveness, so there is no proportional loan for this pot of funding.

ECONOMIC ANALYSIS: The Town has a 2023 population estimated at 2,740 and has declined at an average annual rate of -1.51% since 2019. Summit County has experienced a decrease of -0.61% in population since 2019. The state population increased at an average annual rate estimated 0.61%. While the Town's population has decreased, water taps have increased slightly over the past five years. This discrepancy can probably be attributed to the large percentage of housing classified as seasonal and the construction of new housing units.

The region's economy is dominated by accommodation and food services, retail trade, real estate, local governments, arts, entertainment, and recreation. Correspondingly, Summit County's top base industries are tourism (resort and second home), retiree, and regional services.

The area's largest employers consist of Common Spirit (commercial) with 789 employees, Summit County Government with 333 employees, Summit School District with 200 employees, Walmart with 200 employees, and the Town of Frisco with 160 employees.

ORGANIZATIONAL ANALYSIS:**Bond Rating**

The Town's debt has not been rated by Fitch, Moody's, or Standard & Poor's in the last five years.

Section 37-60-126(2) C.R.S. (Water Conservation Planning)

The Town does not sell more than 2,000 acre-feet of water per year.

Organizational Structure

The Town is a home rule municipality governed by a council/manager form of government and was incorporated in 1883. The Town provides services including public safety, public works, culture and recreation, community development, administration, operation of the

marina, and water service. Approximately four full-time employees staff the water utility. The water utility is overseen by the water superintendent, who reports to the town engineer/public works director.

- The Town has generally been in compliance with Colorado statutory budgeting and auditing requirements for the past five years.
- The Town maintains general liability insurance coverage through the Colorado Intergovernmental Risk Sharing Agency (CIRSA).
- There are currently no pending lawsuits against the Town.
- There have been no recall elections in the last ten years.

Technical/Managerial/Financial (TMF)

The WQCD and DLG conducted a review of the Town's technical, managerial and financial capacity to operate the water system. There are no outstanding mandatory recommendations.

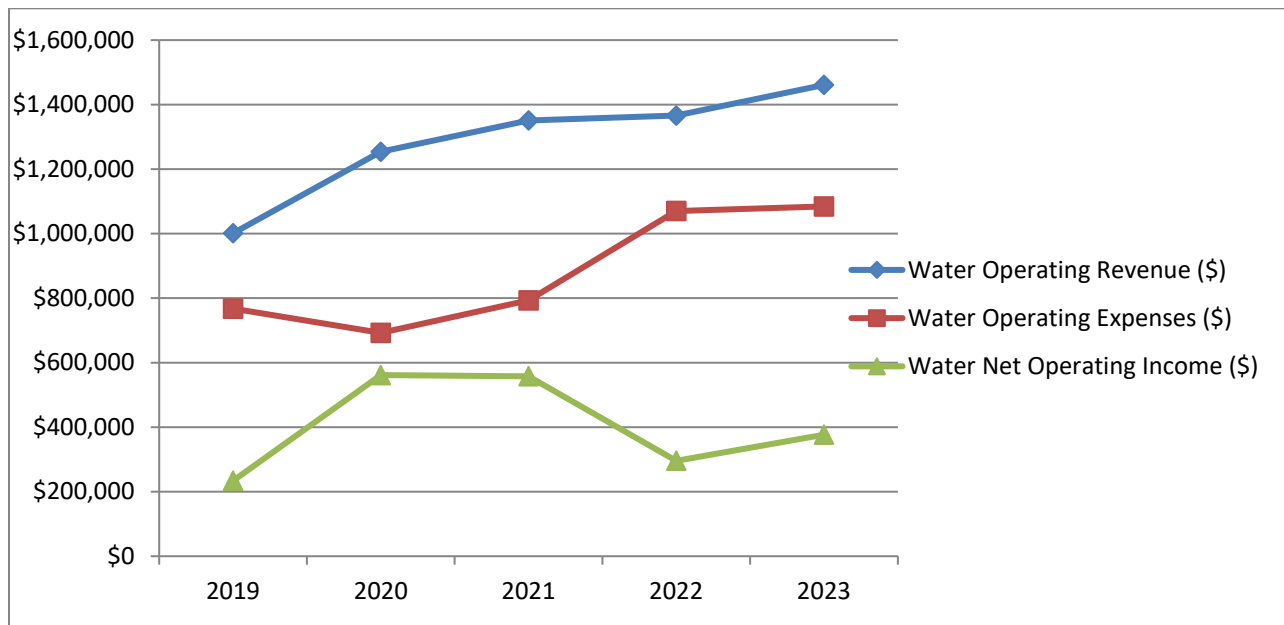
Capital Improvement Plan

As part of the application process, the Town submitted a capital improvement schedule through 2029, which anticipates capital outlay of \$9,231,000 for various repairs, maintenance, and purchases to be funded from water fund revenue/reserves.

REVENUE ANALYSIS:

Operating revenue has increased year over year, consistent with annual increases to water rates. In 2020 the operating expenses were down due to COVID. The town states that lack of visitors caused operations to slow down and less wear was being incurred on the system. Additionally, the Town chose to restrict expenses to strictly necessary improvements and defer preventative work. In 2022 operating expenses increased because the Town completed several deferred projects and added a summer seasonal employee. Expenses remained elevated in 2023 due to another repair/maintenance project, as well as design and engineering work for this project. The water fund has had no debt in the past five years. In 2023 total revenue increased sharply, partially due to a significant increase in tap fees collected that year for some new developments that are underway, and partially due to higher than normal investment income.

TRENDS	2019	2020	2021	2022	2023	2024	2025
Monthly Water Rate (\$)			61.39	64.47	67.67	71.09	74.67
Residential Water Tap Fee (\$)			5,204	5,725	6,297	6,927	7,321
Total Water Revenue (\$)	1,340,490	1,348,904	1,416,811	1,486,766	2,351,099		
Tap/Development Fees (\$)	225,910	43,170	62,449	90,452	630,515		
Water Operating Revenue (\$)	1,001,193	1,253,959	1,350,847	1,366,111	1,461,089		
Water Operating Expenses (\$)	767,298	692,411	793,052	1,070,178	1,084,377		
Water Net Operating Income (\$)	233,895	561,548	557,795	295,933	376,712		
Water Debt (\$)	0	0	0	0	0		
Total Debt (\$)	9,067,413	8,771,786	8,393,055	7,999,869	13,829,672		
Water Fund Reserves (\$)	4,487,262	5,072,624	5,061,201	4,787,771	5,851,287		
Ratios	2019	2020	2021	2022	2023	Average	
Operating Revenue as % of Total Revenue	75%	93%	95%	92%	62%	83%	
Operating Revenue as % of Expenses	130%	181%	170%	128%	135%	149%	
Tap Fee Revenue as % of Total Revenue	17%	3.20%	4.41%	6.08%	27%	11%	



Recent Rate Increases

The Town’s most recent rate increase of \$3.58 was implemented on October 1, 2024.

User Charges

The Town’s current monthly water rate is estimated at \$74.67 compared to the 2022 estimated state median of \$59.19. The Town’s average monthly water rate is based on typical residential consumption of 10,000 gallons per month. Customers pay a \$57.43 per EQR base rate volume changes as follows: \$1.44 per 1,000 gallons for consumption up to 8,000 gallons, \$2.86 per 1,000 gallons for 8,001 to 16,000 gallons, \$5.10 per 1,000 gallons for 16,001 to 50,000 gallons, and \$6.38 per 1,000 gallons over 50,000 gallons.

Contributed Capital

Revenue from tap fees has ranged from \$43,170 to \$630,515 and has averaged 11% of total water revenue during the last five years. The Town’s most recent water tap fee rate increase occurred on October 1, 2024. Water tap fees are \$7,321 per EQR.

Current System Utilization			Current Fee Summary	
	Usage	Revenue*	Tap size	Water user/tap fees
Residential	53%	69.5%	¾"	\$74.67/\$7,321
Non-residential (per EQR)	47%	20.7%	¾"	\$74.67/\$7,321

*Per the Town revenue does not add up to 100% because of nonpaying customers, which are Town-owned buildings and parks.

DEBT as of December 31, 2023

Executed	Lender	Term End	Pledge	Outstanding	Interest Rate	Annual payment
April 1, 2015	First & Main Frisco LLC	January 1, 2031	General fund	\$633,272	4%	\$100,000
August 24, 2017	Vectra Bank	December 1, 2030	General fund	\$1,756,400	2.6%	\$292,718
February 26, 2019	Revenue Bonds, Series 2019	December 1, 2048	Marina enterprise fund	\$6,230,000	5%	\$350,500
April 12, 2023	Certificates of Participation	November 20, 2042	General fund	\$5,210,000	5%	\$516,500

LOAN COVENANTS: The Town will have to meet the Authority’s 110% rate covenant (if applicable), 3 month operations and maintenance reserve fund covenant (if applicable) and the 110% additional bonds test (if applicable) on an annual basis.

Prepared by: Desi Santerre
Date: February 18, 2025

Project #240051D-A
Cost Categories: Construction- Treatment: 100%

Date 18-Feb-25 DWRF Credit Report Town of Frisco, Summit County, CO Using most recent data available (Census, audits, local records)	
Estimated Population - 2023	2,740
Number of Water Taps/Customers - 2023	2,115
Total Assessed Valuation (in thousands) - 2023	\$257,565,000
Actual Value of All Real Property (in thousands) - 2023	\$2,716,828,000
Median Household Income (MHI) - 2023	\$101,140
Monthly Water Rate - 2023	\$67.67
Water Operating Revenue - 2023	\$1,461,089
Water Total Revenue - 2023 [May include non-operating revenue, such as contributed capital, tap & system development fees, interest income, S.O. tax and property tax. Excludes one-time capital grants.]	\$2,351,099
Water Tap and System Development Fee Revenue - 2023	\$630,515
Water Operating Expense - 2023	\$1,084,377
Water Current Expense - 2023	\$1,084,377
Water Debt - 2023	\$0
Total Debt - 2023	\$13,829,672
Water Fund Reserves - 2023	\$5,851,287
Water Debt Service - 2023	\$0
New Water Debt [Requested DWRF loan amount.]	
Requested DWRF Loan Term	
Requested DWRF Loan Interest Rate	
New Loan's Annual Water Debt Service (two payments annually)	

Current Indicators (2023)					
Town of Frisco					
(Water)					
1 Total Debt	\$13,829,672	÷	Population	2,740	= \$5,047
New Debt	\$0	÷	Population	2,740	= \$0
Total Debt + New Debt	\$13,829,672	÷	Population	2,740	= \$5,047
2 Total Debt	\$13,829,672	÷	Number of Taps	2,115	= \$6,539
New Debt	\$0	÷	Number of Taps	2,115	= \$0
Total Debt + New Debt	\$13,829,672	÷	Number of Taps	2,115	= \$6,539
3 Total Debt	\$13,829,672	÷	Assessed Value	\$257,565,000	= 5.37%
New Debt	\$0	÷	Assessed Value	\$257,565,000	= 0.00%
Total Debt + New Debt	\$13,829,672	÷	Assessed Value	\$257,565,000	= 5.37%
4 Total Debt	\$13,829,672	÷	Actual Value	\$2,716,828,000	= 0.51%
New Debt	\$0	÷	Actual Value	\$2,716,828,000	= 0.00%
Total Debt + New Debt	\$13,829,672	÷	Actual Value	\$2,716,828,000	= 0.51%
5 Current Water Debt	\$0	÷	Number of Taps	2,115	= \$0
(Current Water Debt + New Water Debt) / Number of Taps	\$0	÷	MHI	\$101,140	= 0.00%
6 Current Ratio (CA / CL)					
Current Assets	\$5,873,127	÷	Current Liabilities	\$21,840	= 26892%
7 Reserve/Expense Ratio					
Reserves	\$5,851,287	÷	Current Expenses	\$1,084,377	= 540%
8 Operating Ratio (OR / OE)					
Operating Revenues	\$1,461,089	÷	Operating Expenses	\$1,084,377	= 135%
9 Coverage Ratio [(TR - OE) / DS]					
Total Revenues	\$2,351,099	-			
Minus Operating Expenses	<u>\$1,084,377</u>				
=	\$1,266,722	÷	Current Debt Service	\$0	= #DIV/0!
Coverage Ratio Excluding Tap and					
10 Development Fee Revenue	\$1,266,722				
Minus Tap and Development Fee Revenue	<u>\$630,515</u>				
=	\$636,207	÷	Current Debt Service	\$0	= #DIV/0!
11 Projected Coverage Ratio					
Total Revenues	\$2,351,099				
Minus Operating Expenses	<u>\$1,084,377</u>				
=	\$1,266,722		Total Debt Service (with new loan)	\$0	= #DIV/0!
Projected Coverage Excluding Tap and					
12 Development Fee Revenue	\$1,266,722				
Minus Tap and Development Fee Revenue	<u>\$630,515</u>				
=	\$636,207	÷	Total Debt Service (with new loan)	\$0	= #DIV/0!
13 Current Debt Service	\$0	÷	Number of Taps	2115	= \$0.00
Annual New Water Debt Service	\$0	÷	Number of Taps	2115	= \$0.00
2023 Annual Water Rate (Monthly Rate x 12)	\$812.04	÷	MHI	\$101,140	= 0.80%
2023 Annual Water Rate + New Annual Debt Service Per Tap	\$812.04	÷	MHI	\$101,140	= 0.80%
15 Current 2023 Monthly User Charge					\$67.67
(Debt Service on DWRF Loan / 2023 Taps / Month)					<u>\$0.00</u>
Total					\$67.67
16 Operation and Maintenance Reserve					
Reserves	\$5,851,287	÷	Operating Expenses	\$1,084,377	= 540%

2025 IUP DWRF Priority Point Calculations				
	Entity Name:	Town of Frisco		
	Date of Scoring	1/29/2025		
	SRF Phase:	Loan app		
	DOLA Score:	15		
	DAC:	Not DAC		
	Benchmarks			
	\$87,598 2018-2022 State MHI estimate			
		Points	Entity Value	
P1	MHI		\$101,140	115%
	<50% of state MHI	35		
	Between 51% and 80% of state MHI	20		
	Between 81% and 100% of state MHI	5		
	>100% state MHI	0 x		
S5a	User Fees (current water rate at 110%/tap/MHI)		0.68%	
	Rates are > 1.67%	45		
	Rates are between 1.23% and 1.67%	25		
	OR			
S5a	User Fees for a combined water & sewer fund			
	Rates are > 2.99%	45		
	Rates are between 2.14% and 2.99%	25		
S4a	Current water debt per tap compared to MHV		0.00%	
	Debt is > 0.70%	45		
	Debt is between 0.30% and 0.70%	25		
	OR			
S4a	Current water & sewer debt (for combined systems)			
	Debt is > 1.65%	45		
	Debt is between 0.67% and 1.65%	25		
	Population served		2,746	
	Less than 500	35		
	Between 500 and 1,000	25		
	Between 1,000 and 2,000	20		
	Between 2,000 and 5,000	15 x		
	Between 5,000 and 10,000	5		
	>10,000	0		
S3	Assessed Value/Household		76,365	
	AV per household is < \$11,959	35		
	AV per household is between \$11,959 and \$24,963	20		
	AV per household is between \$24,963 and \$43,240	10		
	AV per household is greater than \$43,240	0 x		



Principal Forgiveness and Priority Point Scoring

Applicant: Town of Frisco
DWRF or WPCRF: DWRF

Is applicant receiving funds from BASE program, BIL program, or BOTH? DWRF BIL Emerging Contaminants

BIL Principal Forgiveness

Eligible for BIL principal forgiveness? yes

Eligible BIL principal forgiveness percentage: 100%

Amount of principal forgiveness awarded (accounting for any applicable cap/max: \$8,200,000

Priority Point Scoring

Total WQCD Score:	70
DOLA Affordability Score:	15
Total Score:	85

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE NO. 25-12**

AN ORDINANCE APPROVING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY (“CWRPDA”); AUTHORIZING THE FORM AND EXECUTION OF LOAN AGREEMENT AND GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; AUTHORIZING THE CONSTRUCTION OF PROJECT; PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the Town of Frisco (the “Town”), in Summit County, Colorado, is a municipal corporation duly organized and existing under the laws of the State of Colorado and in particular under the provisions of Article XX of the Constitution of the State of Colorado (“Article XX”) and the Town’s Charter (the “Charter”); and

WHEREAS, the members of the Town Council of the Town (the “Council”) have been duly elected and qualified; and

WHEREAS, the Town has acted pursuant to Article X, Section 20 of the Colorado Constitution (TABOR) and Title 37, Article 45.1, Colorado Revised Statutes (the “Enterprise Act”), and Section HRC-10-6 of the Charter to create a water enterprise, (the “Water Enterprise”) and to operate the municipal water system (the “Water System”), serving the inhabitants of the Town; and

WHEREAS, the Council acts as the governing body of the Water Enterprise; and

WHEREAS, the Water Enterprise presently qualifies as an “enterprise” for purposes of TABOR; and

WHEREAS, the Council, acting by and through the Water Enterprise, has heretofore determined to provide granular activated carbon (GAC) treatment for polyfluoroalkyl substances (PFAS), including treatment vessels, a treatment building, and conveyance piping and site work as may be necessary for the disposal of conditioning start-up water of the GAC filtration media (the “Water Project”); and

WHEREAS, the Town has made application to the Colorado Water Resources and Power Development Authority (the “CWRPDA”), a body corporate and political subdivision of the State of Colorado, for a loan to finance all or a portion of the cost of the Water Project; and

WHEREAS, the Council has determined that in order to finance all or a portion of the cost of the Water Project, it is necessary and advisable and in the best interests of the Town to enter into a loan agreement with CWRPDA (the “Loan Agreement”), pursuant to which CWRPDA shall loan the Town an amount of not to exceed \$8,200,000 which is expected to be comprised of 100% Bipartisan Infrastructure Law principal forgiveness (the “Water Loan”) for such purposes, and to issue a governmental agency bond (the “Water Bond”) to CWRPDA to evidence the Town’s repayment obligations under the Loan Agreement, which Water Loan and Water Bond would be forgiven at issuance; and

WHEREAS, TABOR requires an election to incur any multiple fiscal year obligation unless such obligation is incurred for an enterprise; and

WHEREAS, under TABOR, the Water Enterprise is a government-owned business authorized to issue its own revenue bonds and receiving under 10% of annual revenue in grants from all Colorado state and local governments combined; and

WHEREAS, in 2024, the Water System as operated by the Water Enterprise, received grants from all Colorado state and local governments combined which were less than 10% of the annual revenue of the Water System; and

WHEREAS, there have been presented to the Council the form of the Loan Agreement and the Water Bond (collectively, the “Financing Documents”); and

WHEREAS, the Water Bond and the Loan Agreement shall constitute revenue obligations of the Town, payable from the Net Revenues of the Water System (as defined in the Loan Agreement); and

WHEREAS, the Town has not pledged nor hypothecated the net revenues derived or to be derived from the operation of the Water System, or any part thereof, to the payment of any bonds or for any other purpose, with the result that the net revenue of each respective system may now be pledged lawfully and irrevocably to the payment of the Water Bond; and

WHEREAS, pursuant to Title 31, Article 35, Part 4, C.R.S. (the “Sewer and Water Systems Act”), the Enterprise Act, and the Charter, the Financing Documents may be approved by the Council without an election; and

WHEREAS, the forms of the Financing Documents are on file with the Town Clerk; and

WHEREAS, the Council desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution of the Loan Agreements, and authorize the execution and delivery of the Bonds.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO, ORDAINS:

Section 1. Determinations. The Council hereby finds and determines that the Water Enterprise constitutes an enterprise under TABOR.

Section 2. Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at this meeting are incorporated herein by reference and are hereby approved. The Town shall enter into and perform its obligations under the Financing Documents in the forms of such documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor of the Town (the “Mayor”). The Mayor, the Town Manager, and Town Clerk are hereby authorized and directed to execute the Financing Documents and to affix the seal of the Town thereto, and further to execute and authenticate such other documents or certificates as are deemed necessary or desirable in connection therewith. The Financing Documents shall be executed in substantially the forms approved at this meeting.

The execution of any instrument or certificate or other document in connection with the matters referred to herein by the Mayor, the Town Manager, and Town Clerk or by other appropriate officers of the Town, shall be conclusive evidence of the approval by the Town of such instrument.

Section 3. Election to Apply the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Act”) provides that a public entity, including the Town, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The Town hereby elects to apply all of the provisions of the Supplemental Act, except Section 11-57-211, C.R.S., to the Financing Documents.

Section 4. Delegation.

(a) Pursuant to Section 11-57-205 of the Supplemental Act, the Town hereby delegates to the Mayor or the Town Manager the independent authority to make the following

determinations relating to and contained in the Loan Agreements and the Bonds, subject to the restrictions contained in paragraph (b) of this Section 4:

- i. The interest rate on the Loans;
- ii. The principal amount of the Loans;
- iii. The amount of principal of the Loans maturing in any given year and the final maturity of the Loans;
- iv. The dates on which the principal of and interest on the Loans are paid; and
- v. The existence and amount of reserve funds for the Loans, if any.

(b) The delegation in paragraph (a) of this Section 4 shall be subject to the following parameters and restrictions:

- i. The interest rate on the Loans shall not exceed 0%;
- ii. The principal amount of the Water Loan shall not exceed \$8,200,000 (including up to \$8,200,000 of up-front principal forgiveness);
- vi. The final maturity of the Loans shall not be later than December 31, 2045.

Provided, however, that the interest rate limitation and the final maturity limitation shall not apply in the event that the Water Loan and Water Bond are forgiven upon issuance.

Section 5. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Water Bond and the Loan Agreement shall contain recitals that the Water Bond is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Water Bond after its delivery for value.

Section 6. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 7. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Water Bond and the Loan Agreement provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this

Ordinance. The amounts pledged to the payment of the Water Bond and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement.. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 8. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Bonds.

Section 9. Limited Obligation; Special Obligation. The Loan Agreement and Water Bond are payable solely from the Pledged Revenues (as defined in the Loan Agreement), and the Loan Agreement and Water Bond do not constitute a debt within the meaning of any constitutional or statutory limitation or provision.

No elected or appointed officers or agents of the Town shall be subject to any pecuniary liability in connection with any agreement, covenant, or undertaking by the Town, or by them, contained in any document executed in connection with the authorization, execution, and delivery of the Financing Documents or this Ordinance or with respect to any action taken or omitted to be taken in good faith with reference thereto.

Section 10. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied to pay the costs and expenses of acquiring, constructing and equipping the Project, including costs related thereto and, to the extent permitted under federal tax laws, reimbursement to the Town for capital expenditures heretofore incurred and paid from Town funds in anticipation of the incurrence of long-term financing therefor, and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the application or disposal by the Town or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon, as applicable.

Section 11. Town Representative. Pursuant to Exhibits B of the Loan Agreement, the Mayor, the Town Manager and Water Superintendent are hereby designated as the Authorized Officers (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loans, the Town, or the Financing Documents. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 12. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loans is not less than the final maturity of the Water Loan.

Section 13. Direction to Take Authorizing Action. The appropriate officers of the Town and members of the Council are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to such certificates and affidavits as may reasonably be required by CWRPDA.

Section 14. Ratification and Approval of Prior Actions. All actions heretofore taken by the officers of the Town and members of the Council, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 15. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 16. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the Town, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency.

Section 17. Ordinance Irrepealable. After the Water Bonds are issued, this Ordinance shall constitute an irrevocable contract between the Town and CWRPDA, and shall be and remain irrepealable until the Water Bonds and the interest thereon, as applicable, shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or other measure enacted after the issuance of the Water Bonds shall in any manner be construed as impairing the obligations of the Town to keep and perform the covenants contained in this Ordinance.

Section 18. Recordation. A true copy of this Ordinance, as adopted by the Town Council, shall be numbered and recorded on the official records of the Town and its adoption and publication shall be authenticated by the signatures of the Mayor and the Town Clerk, and by a certification of publication.

Section 19. Publication and Effective Date. This Ordinance after its passage on first reading shall be numbered, recorded, and published in full, and posted at two public places within the Town. The Ordinance shall be published by title after second and final reading, which occurred not earlier than four days after publication following first reading. This Ordinance shall become effective from and after five (5) days following final passage and publication as provided by law.

Section 20. Electronic Signatures; Electronic Transactions. The Mayor, the Town Clerk, the Town Manager or other employee or official of the Town that is authorized or directed to execute any agreement, document, certificate, instrument or other paper in accordance with this Ordinance (collectively, the “Authorized Documents”) are hereby authorized to execute Authorized Documents electronically via facsimile or email signature. Any electronic signature so affixed to any Authorized Document shall carry the full legal force and effect of any original, handwritten signature. This provision is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. It is hereby determined that the transactions described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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INTRODUCED, READ BY TITLE, PASSED ON FIRST READING, AND APPROVED
THE 23RD DAY OF SEPTEMBER, 2025.

FINALLY ADOPTED AND APPROVED AND ORDERED PUBLISHED
AFTER SECOND AND FINAL READING THIS 14TH DAY OF OCTOBER, 2025.

TOWN OF FRISCO, COLORADO

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk

DRINKING WATER REVOLVING FUND

LOAN AGREEMENT

BETWEEN

**COLORADO WATER RESOURCES AND POWER
DEVELOPMENT AUTHORITY**

AND

**TOWN OF FRISCO, COLORADO, ACTING BY AND THROUGH ITS
WATER ACTIVITY ENTERPRISE**

DATED

LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of this ____ day of _____ 2025, by and between **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), a body corporate and political subdivision of the State of Colorado, and the **TOWN OF FRISCO, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE** (the "Governmental Agency").

WITNESSETH THAT:

WHEREAS, the United States, pursuant to the federal Safe Drinking Water Act of 1996, assists state and local participation in the financing of the costs of drinking water system projects and said federal Drinking Water Act requires each state to establish a drinking water revolving fund to be administered by an instrumentality of the State.

WHEREAS, the Authority was created to initiate, acquire, construct, maintain, repair, and operate or cause to be operated certain water resource projects, and to finance the cost thereof;

WHEREAS, Section 37-95-107.8, Colorado Revised Statutes, has created a Drinking Water Revolving Fund to be administered by the Authority;

WHEREAS, in 2021, the federal government created the U.S. Environmental Protection Agency's Drinking Water Revolving Fund Bipartisan Infrastructure Law Funding Program (the "BIL Program"), funds from which ("BIL Funds") are intended to be a supplemental appropriation for Drinking Water Revolving Fund, to be in addition to the annual base Drinking Water Revolving Fund. A portion of the BIL Funds have been designated for use as Emerging Contaminants Funding, as defined in the BIL Program;

WHEREAS, the Authority has determined to loan certain sums to governmental agencies in Colorado to finance all or a portion of the costs of certain water resource projects, which loans are subject to the requirements of applicable federal law, regulations, and guidelines then in effect;

WHEREAS, the Authority has authorized certain funds, including BIL Emerging Contaminants Funding; to be applied through its Drinking Water Revolving Fund to qualified governmental agencies as Principal Forgiveness, as defined below;

WHEREAS, the Colorado Legislature has approved a Project Eligibility List that includes the water resource project proposed by the Governmental Agency to be financed hereunder;

WHEREAS, the Governmental Agency has made timely application to the Drinking Water Revolving Fund for a loan to finance a portion of the cost of a certain water resource project, the Authority has approved the Governmental Agency's application for a loan from available funds in the Drinking Water Revolving Fund in an amount not to exceed the amount of the loan commitment set forth in Exhibit B hereto to finance all or a portion of the cost of such project, and the Authority has approved the application of Principal Forgiveness funds to that portion of the Loan as set forth in Exhibit B;

WHEREAS, the Governmental Agency will issue its bond to the Authority to evidence said loan from the Authority;

NOW THEREFORE, for and in consideration of the award of the loan by the Authority, the Governmental Agency agrees to perform its obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 et seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

"Authority" means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado duly created and validly existing under and by virtue of the Act.

"Authorized Officer" means, in the case of the Governmental Agency, the person whose name is set forth in Paragraph (7) of Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond, or this Loan Agreement, whose name is furnished in writing to the Authority.

"Commencement Date" means the date of commencement of the term of this Loan Agreement, as set forth in Paragraph (1) of Exhibit B attached hereto and made a part hereof.

"Cost" means those costs that are eligible to be funded from draws under the Federal Capitalization Agreement capitalizing the Drinking Water Revolving Fund and are reasonable, necessary and allocable to the Project and are permitted by generally accepted accounting principles to be costs of the Project.

"Custodian" means Wells Fargo Bank National Association, or any successor appointed by the Authority as custodian of the direct loan portion of the Drinking Water Revolving Fund.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Federal Capitalization Agreement" means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency with the

Authority to make capitalization grant payments pursuant to the Safe Drinking Water Act, as amended (42 U.S.C. Section 300f et seq.)

"Governmental Agency" means the entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"Governmental Agency Bond" means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan, the form of which is attached hereto as Exhibit D and made a part hereof.

"Loan" means the loan made by the Authority to the Governmental Agency to finance or refinance a portion of the Cost of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the amount of the Loan at any time shall be the amount of the loan commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part of this Loan Agreement, less any Principal Forgiveness applied to the Loan by the Authority pursuant to Exhibit B.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified, or amended from time to time in accordance with the terms hereof.

"Loan Closing" means the date upon which the Governmental Agency shall issue and deliver the Governmental Agency Bond.

"Loan Repayments" means the payments payable by the Governmental Agency pursuant to Section 3.03 of this Loan Agreement, including payments payable under the Governmental Agency Bond.

"Loan Term" means the term of this Loan Agreement provided in Paragraph (5) of Exhibit B attached hereto and made a part hereof, subject to the Principal Forgiveness clause set forth in Paragraph (10) of Exhibit B, if applicable. If the Loan is prepaid in its entirety pursuant to Section 3.06, the Loan Term shall automatically terminate.

"Pledged Property" means the source of repayment described in Paragraph (3) of Exhibit A to this Loan Agreement attached hereto and made a part hereof.

"Prime Rate" means the prevailing commercial interest rate announced by the Wall Street Journal from time to time, or, if the Wall Street Journal ceases announcing a prime rate, shall be the prevailing commercial interest rate announced by Citibank, N.A. as its prime lending rate.

"Principal Forgiveness" means forgiveness of the Governmental Agency's obligation to repay that portion of the principal amount of the Loan. Principal Forgiveness may include Loan amounts provided under the DWRF BIL Emerging Contaminants Funding. This may take the form of **"Up-Front Principal Forgiveness"** in the amount identified in Part (4)(a) of Exhibit B, attached hereto and made a part hereof, which amount shall be applied at Closing, or as **"Post-**

Closing Principal Forgiveness" in a manner to be effectuated in the Authority's discretion as provided in paragraph (10) of Exhibit B, or both.

"Project" means the project of the Governmental Agency described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, all or a portion of the Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

"Project Loan Account" means the Project Loan Account established within the Drinking Water Revolving Fund.

"System" means the water system of the Governmental Agency, described in Paragraph (2) of Exhibit A, including the Project, described in Paragraph (1) of Exhibit A attached hereto and made a part hereof, for which the Governmental Agency is making the borrowing under this Loan Agreement, as such System may be modified, replaced, or expanded from time to time.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY

SECTION 2.01. Representations of Governmental Agency. The Governmental Agency represents for the benefit of the Authority:

(a) Organization and Authority.

(i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

(ii) The Governmental Agency has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate, and maintain the System, other than licenses and permits relating to the construction and acquisition of the Project that the Governmental Agency expects to receive in the ordinary course of business; to carry on its activities relating thereto; and to undertake and complete the Project. The Governmental Agency has full legal right and authority to execute and deliver this Loan Agreement; to execute, issue, and deliver the Governmental Agency Bond; and to carry out and consummate all transactions contemplated by this Loan Agreement and the Governmental Agency Bond. The Project is on the drinking water project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project that the Governmental Agency may undertake pursuant to Colorado law, and for which the Governmental Agency is authorized by law to borrow money.

(iii) The proceedings of the Governmental Agency's governing members and voters, if a referendum is necessary, approving this Loan Agreement and the Governmental Agency Bond, and authorizing their execution, issuance, and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake and complete the Project, or to cause the same to be undertaken and completed, have been duly and lawfully adopted and approved in accordance with the laws of Colorado, and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings or election if necessary that were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.

(iv) This Loan Agreement has been, and the Governmental Agency Bond when delivered at the Loan Closing will have been, duly authorized, executed, and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute, and deliver, and has duly authorized, executed, and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid, and binding obligations of the Governmental Agency in accordance with their respective terms; and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all material respects.

(b) Full Disclosure.

To the knowledge of the Governmental Agency, there is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's application for the Loan or otherwise that materially adversely affects the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(c) Pending Litigation.

Except as disclosed to the Authority in writing, there are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court, or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(d) Compliance with Existing Laws and Agreements.

The authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observance and performance by the

Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions provided for in this Loan Agreement and in the Governmental Agency Bond; the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond; and the undertaking and completion of the Project; will not result in any breach of any of the terms, conditions, or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon, any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement, or other instrument (other than the lien and charge of this Loan Agreement and the Governmental Agency Bond) to which the Governmental Agency is a party or by which the Governmental Agency, the System, or any of the property or assets of the Governmental Agency may be bound, and such action will not result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established, or of any laws, ordinances, resolutions, governmental rules, regulations, or court orders to which the Governmental Agency, the System, or the properties or operations of the Governmental Agency, are subject.

(e) No Defaults.

No event has occurred and no condition exists that, upon authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party, or by which it, the System, or its property, may be bound, which violation would materially adversely affect the properties, activities, prospects, or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments, or the ability of the Governmental Agency otherwise to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(f) Governmental Consent.

The Governmental Agency has obtained all permits and approvals required to date by any governmental body or officer for the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or for the undertaking or completion of the Project and the financing or refinancing thereof; and the Governmental Agency has complied with all applicable provisions of law requiring any notification, declaration, filing, or registration with any governmental body or officer in connection with the making, observance, and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond, or with the undertaking or completion of the Project and the financing or refinancing thereof. Other than those relating to the construction and acquisition of the Project, which the Governmental Agency expects to receive in the ordinary course of business, no consent, approval, or authorization of, or filing, registration, or qualification with, any governmental body or officer that has not been obtained is required on the part of the Governmental Agency as a condition to the authorization, execution, and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

The Governmental Agency:

(i) is in compliance with all laws, ordinances, governmental rules, and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System; and

(ii) has obtained all licenses, permits, franchises, or other governmental authorizations presently necessary for the ownership of its property, or for the conduct of its activities that, if not obtained, would materially adversely affect the ability of the Governmental Agency to conduct its activities or to undertake or complete the Project, or the condition (financial or otherwise) of the Governmental Agency or the System.

(h) Use of Proceeds.

The Governmental Agency will apply the proceeds of the Loan from the Authority as described in Exhibit B attached hereto and made a part hereof (i) to finance all or a portion of the Cost; and (ii) where applicable, to reimburse the Governmental Agency for a portion of the Cost, which portion was paid or incurred in anticipation of reimbursement by the Authority.

SECTION 2.02. Particular Covenants of the Governmental Agency.

(a) Pledge of Source of Repayment.

The Governmental Agency irrevocably pledges and grants a lien upon the source of repayment described in Paragraph (3) of Exhibit A for the punctual payment of the principal of and the interest on the Loan, and all other amounts due under this Loan Agreement and the Governmental Agency Bond according to their respective terms.

(b) Performance Under Loan Agreement.

The Governmental Agency covenants and agrees to maintain the System in good repair and operating condition; to cooperate with the Authority in the observance and performance of the respective duties, covenants, obligations and agreements of the Governmental Agency and the Authority under this Loan Agreement; and, to comply with the covenants described in the Exhibits to this Loan Agreement.

(c) Completion of Project and Provision of Moneys Therefor.

The Governmental Agency covenants and agrees to exercise its best efforts in accordance with prudent water utility practice to complete the Project and to provide from the Pledged

Property or other sources available to it all moneys, in excess of the total amount of loan proceeds it receives under the Loan, required to complete the Project.

(d) Disposition of the System.

Except for the disposal of the System that the Governmental Agency determines are no longer necessary for the operation of the System, during the Loan Term, the Governmental Agency shall not sell, lease, abandon, or otherwise dispose of, all or substantially all, or any substantial portion, of the System or any other system that provides revenues to provide for the payment of this Loan Agreement or the Governmental Agency Bond, except on ninety (90) days' prior written notice to the Authority and, in any event, shall not so sell, lease, abandon, or otherwise dispose of the same unless the following conditions are met: (i) the Governmental Agency shall assign this Loan Agreement in accordance with Section 4.02 hereof and its rights and interests hereunder to the purchaser or lessee of the System, and such purchaser or lessee shall expressly assume all duties, covenants, obligations, and agreements of the Governmental Agency under this Loan Agreement in writing; and (ii) the Authority shall by appropriate action determine that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations, and agreements under the Act, the Federal Clean Water Act, the Safe Drinking Water Act, or any agreement between the Authority or the State of Colorado relating to any capitalization grant received by the Authority or the State of Colorado under the Federal Clean Water Act or the Safe Drinking Water Act, and in its sole discretion, approve such sale, lease, abandonment, or other disposition.

(e) Inspections; Information.

The Governmental Agency shall permit the Authority to examine, visit, and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of, any accounts, books, and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments, and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith. In addition, the Governmental Agency shall provide the Authority with copies of any official statements or other forms of offering prospectus relating to any other bonds, notes, or other indebtedness of the Governmental Agency secured from the Pledged Property and issued after the date of this Loan Agreement. At the discretion of the Authority, the Governmental Agency may be required to provide unaudited quarterly financial reports to the Authority.

(f) Cost of Project.

The Governmental Agency certifies that the Estimated Cost of the Project, as listed in Paragraph (3) of Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation, and that upon direction of the Authority it shall supply the Authority with a certificate from its engineer stating that such cost is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project, and other money that would, absent the Loan, have been used to pay the Estimated Cost of the Project.

(g) Reimbursement for Ineligible Costs.

The Governmental Agency shall promptly reimburse the Authority for any portion of the Loan that is determined not to be a Cost of the Project and that would not be eligible for funding from draws under the Drinking Water Revolving Fund. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority.

(h) Advertising.

The Governmental Agency agrees not to advertise the Project for bids until plans and specifications for the Project, if such plans and specifications require approval, have been approved by the State Department of Public Health and Environment.

(i) Commencement of Construction.

Within twelve (12) months after the Loan Closing, the Governmental Agency shall initiate construction of the Project.

(j) Interest in Project Site.

As a condition of the Loan, the Governmental Agency will demonstrate to the satisfaction of the Authority before advertising for bids for construction that the Governmental Agency has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

(k) No Lobbying.

No portion of the Loan shall be used for lobbying or propaganda as prohibited by 18 U.S.C. Section 1913 or Section 607(a) of Public Law 96-74.

(l) Operation and Maintenance of System.

The Governmental Agency covenants and agrees that it shall, in accordance with prudent water utility practice: (i) at all times operate the properties of its System and any business in connection therewith in an efficient manner; (ii) maintain its System in good repair, working order and operating condition; (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments, and improvements with respect to its System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the Governmental Agency to expend any funds that are derived from sources other than the operation of its System or other receipts of such System that are not pledged under subsection (a) of this Section 2.02, and provided further that nothing herein shall be construed as preventing the Governmental Agency from doing so.

(m) Records; Accounts.

During the Loan Term, the Governmental Agency shall keep accurate records and accounts for its System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be maintained in accordance with generally accepted accounting principles, generally accepted government accounting standards related to the reporting of infrastructure assets and System Records and General Records shall be made available for inspection by the Authority at any reasonable time.

(n) Audits.

(i) If the Governmental Agency's System Records or General Records are audited annually by an independent accountant, then it shall furnish a copy of such annual audit(s) including all written comments and recommendations of the accountant preparing the audit to the Authority within 210 days of the close of the fiscal year audited, and the Governmental Agency shall cause its independent auditor to file with the Authority a report to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (1) of Exhibit F; Operations and Maintenance Reserve Fund Covenant, Paragraph (5) of Exhibit F; or Lien Representation, Paragraph (4) of Exhibit F under this Loan Agreement, which report may be a part of the annual audit or a separate document.

(ii) If the Governmental Agency's annual revenues are less than \$100,000, and the Governmental Agency elects in accordance with state law to file a short form audit exemption in lieu of performing an annual audit, then it shall provide the Authority a copy of the Exemption from Audit Form completed by a person skilled in governmental accounting practices, together with a report, also completed by a person skilled in governmental accounting practices, to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (1) of Exhibit F; Operations and Maintenance Reserve Fund Covenant, Paragraph (5) of Exhibit F; or Lien Representation, Paragraph (4) of Exhibit F under this Loan Agreement within 210 days of the close of the fiscal year.

(iii) If the Governmental Agency's annual revenues are more than \$100,000, but less than \$500,000, and the Governmental Agency elects in accordance with state law to file a long form audit exemption in lieu of performing an annual audit, then it shall provide the Authority a copy of the Exemption from Audit Form completed by an independent accountant with knowledge of governmental accounting practices, together with a report, also completed by an independent accountant with knowledge of governmental accounting practices, to the effect that the Governmental Agency is not in default of its Rate Covenant, Paragraph (1) of Exhibit F; Operations and Maintenance Reserve Fund Covenant, Paragraph (5) of Exhibit F; or Lien Representation, Paragraph (4) of Exhibit F under this Loan Agreement within 210 days of the close of the fiscal year.

(o) Insurance.

During the Loan Term, the Governmental Agency shall maintain or cause to be maintained in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage, or destruction of its System, at least to the

extent that similar insurance is usually carried by utilities constructing, operating, and maintaining utility system facilities of the nature of the Governmental Agency's System, including liability coverage. The Governmental Agency shall pay all insurance premiums for coverage required hereby from revenues derived from the operation of the System. Nothing herein shall be deemed to preclude the Governmental Agency from asserting against any party, other than the Authority, a defense that may be available to the Governmental Agency, including, without limitation, a defense of governmental immunity.

(p) Notice of Material Adverse Change.

During the Loan Term, (i) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its System, or its ability to observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement; (ii) the Governmental Agency shall promptly notify the Authority of any material adverse change in the activities, prospects, or condition (financial or otherwise) of the Governmental Agency relating to its ability to make all Loan Repayments from the Pledged Property, or its ability to otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Governmental Agency Bond.

(q) Hiring Requirements.

The Governmental Agency agrees to comply with the requirements found at Title 8, Article 17, Colorado Revised Statutes.

(r) Additional Covenants and Requirements.

Additional covenants and requirements are included on Exhibit F attached hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement included on Exhibit F.

(s) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and the Governmental Agency covenants not to take any action that would cause them not to be true at all times during the term of this Loan Agreement.

(t) Capacity Development.

The Governmental Agency covenants to maintain its technical, financial, and managerial capability to ensure compliance with the requirements of the Safe Drinking Water Act of 1996 under Section 1452(a)(3)(A)(i).

(u) Archeological Artifacts.

In the event that archeological artifacts or historical resources are unearthed during construction excavation, the Governmental Agency shall stop or cause to be stopped, construction activities and will notify the State Historic Preservation Office and the Authority of such unearthing.

ARTICLE III

LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. The Loan. The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the Loan Commitment set forth in Paragraph (4) of Exhibit B attached hereto and made a part hereof as such Loan Commitment may be revised to reflect a reduction in the Cost of the Project prior to the initial Loan Repayment; provided, however, that the Authority shall be under no obligation to make the Loan if (i) the Governmental Agency does not deliver its Governmental Agency Bond to the Authority on the Loan Closing, or (ii) an Event of Default has occurred and is continuing under this Loan Agreement. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof.

SECTION 3.02. Disbursement of the Loan. The Authority has created in the Drinking Water Revolving Fund a Project Loan Account for this Project from which the Costs of the Project shall be paid. Amounts shall be transferred into the Project Loan Account and disbursed to the Governmental Agency upon receipt of a requisition executed by an Authorized Officer, and approved by the Authority and the State Department of Public Health and Environment, in the form set forth in Exhibit G; provided that the Disbursement of the Loan may be withheld if the Governmental Agency is not complying with any of the covenants and conditions in the Loan Agreement.

SECTION 3.03. Amounts Payable.

(a) The Governmental Agency shall repay the principal due on the Loan after accounting for the reduction in the principal of the Loan due to application of Up-Front Principal Forgiveness at Closing, **semi-annually on May 1st and November 1st** in accordance with the schedule set forth on Exhibit C attached hereto and made a part hereof, as the same may be amended or modified, commencing on the Loan Repayment Commencement Date set forth in Paragraph (8) of Exhibit B.

The Governmental Agency shall execute the Governmental Agency Bond to evidence its obligations to make Loan Repayments and the obligations of the Governmental Agency under the Governmental Agency Bond shall be deemed to be amounts payable under this Section 3.03. Each Loan Repayment shall be deemed to be a credit against the corresponding obligation of the Governmental Agency under this Section 3.03 and shall fulfill the Governmental Agency's obligation to pay such amount hereunder and under the Governmental Agency Bond. Each

payment made pursuant to this Section 3.03 shall be applied to the payment of principal as set forth in Exhibit C.

(b) In addition to the payments required by subsection (a) of this Section 3.03, the Governmental Agency shall pay a late charge for any payment that is received by the Authority later than the tenth (10th) day following its due date, in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one half of one percent per annum on such late payment from its due date to the date it is actually paid; provided, however, that such late charge shall not be in excess of the maximum rate permitted by law as of the date hereof.

(c) Loan Repayments pursuant to this Section 3.03 shall be made by electronic means (either by bank wire transfer or by Automated Clearing House “ACH” transfer).

SECTION 3.04. Loan Repayment – Principal Forgiveness. The Authority has determined to apply Up-Front Principal Forgiveness to the principal amount of the Loan in an amount identified in Exhibit B, Part (4)(a). The amount of Up-Front Principal Forgiveness set forth in Exhibit B, Part (4)(a), will not need to be repaid. Further, at the discretion of the Authority, and if such funds are available and the Governmental Agency is deemed eligible, the Loan may be forgiven in an amount up to 100% of the principal amount of the Loan pursuant to the terms and conditions of the current Capitalization Grant, in a manner to be effectuated as set forth in Paragraph 10 of Exhibit B attached hereto and made a part hereof. At the Authority’s sole discretion, and subject to Exhibit B, Paragraph 10(c), and only if the amount to be forgiven is 100%, the Authority also may waive payment of any interest accrued on the amount of principal forgiven through the Effective Date of Post-Closing Principal Forgiveness (defined in Exhibit B, Paragraphs 10(a) and (b)(i)).

SECTION 3.05. Unconditional Obligations. The Loan Repayments and all other payments required hereunder are payable solely from the Pledged Property. The obligation of the Governmental Agency to make the Loan Repayments and all other payments required hereunder shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments due under the Loan Agreement remain unpaid regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of the purpose, any change in the laws of the United States of America or of the State of Colorado or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project or this Loan Agreement or any rights of set-off, recoupment, abatement or counterclaim that the Governmental Agency might otherwise have against the Authority or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 3.06. Disclaimer of Warranties and Indemnification. The Governmental Agency acknowledges and agrees that (i) the Authority makes no warranty or representation, either express or implied as to the value, design, condition, merchantability, or fitness for particular purpose, or fitness for any use, of the Project or any portions thereof, or any other warranty or representation with respect thereto; (ii) in no event shall the Authority or its agents be liable or

responsible for any direct, incidental, indirect, special, or consequential damages in connection with or arising out of this Loan Agreement, or the Project, or the existence, furnishing, functioning, or use of the Project, or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save, and hold harmless the Authority against any and all claims, damages, liability, and court awards, including costs, expenses, and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents, or subcontractors pursuant to the terms of this Loan Agreement, provided, however, that the provisions of this clause (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq. C.R.S.), or under the laws of the United States or the State of Colorado.

SECTION 3.07. Option to Prepay Loan Repayments. The Governmental Agency may prepay the Loan Repayments, in whole or in part without penalty upon prior written notice (unless otherwise waived by the Authority) of not less than thirty (30) days. Prepayments shall be applied first to accrued interest and then to principal on the Loan. The Authority will amend Exhibit C to reflect any prepayment of the principal amount of the Loan.

SECTION 3.08. Source of Payment of Governmental Agency's Obligations. The Authority and the Governmental Agency agree that the amounts payable by the Governmental Agency under this Loan Agreement, including, without limitation, the amounts payable by the Governmental Agency pursuant to Section 3.03, Section 3.05, Section 3.06, and Section 5.04 of this Loan Agreement are payable solely from the Pledged Property, and are not payable from any other source whatsoever; provided, however, that the Governmental Agency at its option, may elect to make payment from any source available to it.

SECTION 3.09. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Governmental Agency will cause to be delivered to the Authority each of the following items:

(a) an opinion of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 hereto (such opinion or portions of such opinion may be given by one or more counsel); provided, however, that the Authority may in its discretion permit variances in such opinion from the form or substance of such Exhibit E-1 if such variances are not to the material detriment of the interests of the Authority;

(b) an opinion of the Governmental Agency's Bond Counsel substantially in the form set forth in Exhibit E-2 hereto. Such opinion must be rendered by Bond Counsel listed in the Directory of Bond Counsel published by the Bond Buyer (the "Red Book");

(c) executed counterparts of this Loan Agreement;

(d) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and the Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency; and

(e) such other certificates, documents, opinions, and information as the Authority may require.

Upon receipt of the foregoing documents, the Authority shall obligate the amount of the Loan Commitment set forth in Paragraph (4) of Exhibit B, and make the amount of the Loan available for the Project in accordance with the terms of this Loan Agreement.

SECTION 3.10. Limited Recourse. No recourse shall be had for the payment of the principal of or interest on the Governmental Agency Bond or for any claim based thereon or upon any obligation, covenant, or agreement contained in this Loan Agreement against any individual past, present, or future officer, employee, or agent of the Governmental Agency, but any recourse shall be solely against the Governmental Agency.

ARTICLE IV

ASSIGNMENT

SECTION 4.01. Assignment and Transfer by Authority. The Governmental Agency expressly acknowledges that other than the right, title, and interest of the Authority under Section 3.05, Section 5.04, and Section 5.07, all right, title, and interest of the Authority in, to, and under this Loan Agreement and the Governmental Agency Bond, including, without limitation, the right to receive payments required to be made by the Governmental Agency hereunder, and to compel or otherwise enforce observance and performance by the Governmental Agency of its other duties, covenants, obligations, and agreements hereunder, may be transferred, assigned, and reassigned in whole or in part by the Authority at its sole discretion to one or more assignees or subassignees at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Governmental Agency.

The Authority shall retain the right to compel or otherwise enforce observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements under Section 3.05 and Section 5.04.

SECTION 4.02. Assignment by Governmental Agency. Neither this Loan Agreement nor the Governmental Agency Bond may be assigned by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority shall have approved said assignment in writing; (ii) the assignee shall be a governmental agency as defined by the Act, and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements, and obligations under the Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations, or agreements of the Governmental Agency under the Loan Agreement; and (iv) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the Safe Drinking Water Act.

No assignment shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement, and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V

DEFAULTS AND REMEDIES

SECTION 5.01. Event of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Governmental Agency to pay, or cause to be paid, any Loan Repayment required to be paid hereunder when due, which failure shall continue for a period of thirty (30) days;

(b) failure by the Governmental Agency to make, or cause to be made, any required payments of interest and principal, redemption premium, if any, and interest on any bonds, notes, or other obligations of the Governmental Agency for borrowed money (other than the Loan and the Governmental Agency Bond), after giving effect to the applicable grace period, the payments of which are secured by the Pledged Property;

(c) failure by the Governmental Agency to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement other than as referred to in Paragraph (a) of this Section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency; provided, however, that if the failure stated in such notice is correctable, but cannot be corrected within the applicable period, the Authority may consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;

(d) any representation made by or on behalf of the Governmental Agency contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect; or

(e) (i) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law, or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within thirty (30) days after such filing, and such dismissal shall be final and not subject to appeal; or (ii) the Governmental Agency shall become insolvent, or bankrupt or make an assignment for the benefit of its creditors; or (iii) a custodian (including, without limitation, a receiver, liquidator, or trustee of the Governmental Agency or any of its property) shall be appointed by court order, or take possession of the Governmental Agency, or its property or assets, if such order remains in effect, or such possession continues, for more than thirty (30) days.

SECTION 5.02. Notice of Default. The Governmental Agency shall give the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01 at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed by the Governmental Agency in writing as soon as practicable.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to withhold disbursement of Loan funds remaining, and take such other action at law or in equity as may appear necessary to enforce the performance and observance of any duty, covenant, obligation, or agreement of the Governmental Agency hereunder, including, without limitation, appointment ex parte of a receiver of the System.

SECTION 5.04. Attorney's Fees and Other Expenses. In the Event of Default, the Governmental Agency shall on demand pay to the Authority the reasonable fees and expenses of attorneys, and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by the Authority in the collection of Loan Repayments or any other sum due hereunder, or in the enforcement of the performance or observation of any other duties, covenants, obligations, or agreements of the Governmental Agency.

SECTION 5.05. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 hereof shall be applied (a) first, to pay any attorney's fees, or other fees and expenses owed by the Governmental Agency pursuant to Section 5.04 hereof, (b) second, to pay principal due and payable on the Loan, and (c) third, to pay any other amounts due and payable under this Loan Agreement.

SECTION 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement, or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy, or power accruing upon any Event of Default shall impair any such right, remedy, or power, or shall be construed to be a waiver thereof, but any such right, remedy, or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.07. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Governmental Agency at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Governmental Agency to the Authority pursuant to Section 5.04, Section 3.03, and Section 3.05 hereof.

SECTION 5.08. Default by the Authority. In the event of any default by the Authority under any covenant, agreement, or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance, or any other available equitable remedy, designed to enforce the performance or observance of any duty, covenant, obligation, or agreement of the Authority hereunder, as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys, and other reasonable expenses, in the enforcement of such performance or observation.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof, and to the Authority, at the following address:

Colorado Water Resources and Power
Development Authority
1580 N. Logan Street, Suite 820
Denver, Colorado 80203
Attention: Executive Director

Such address may be changed by notice in writing.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of, and shall be binding upon, the Authority and the Governmental Agency, and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect, any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented, or modified without the prior written consent of the Authority and the Governmental Agency.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law, or by rules, regulations or resolutions of the Authority.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit, or describe, the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Further Assurances. The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge, and deliver, such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments, as may be necessary or desirable for better assuring, conveying, granting, assigning, and confirming, the rights and agreements, granted or intended to be granted, by this Loan Agreement and the Governmental Agency Bond.

SECTION 6.10. Recitals. This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to Title 37, Article 45.1 C.R.S., Title 31, Article 35, Part 4, C.R.S. and Title 11, Article 57, Part 2, C.R.S. and shall so recite in the Governmental Agency Bond. Such recitals shall conclusively impart full compliance with all provisions and limitations of such laws and shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond, and the Governmental Agency Bond delivered by the Governmental Agency to the Authority containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**TOWN OF FRISCO, COLORADO, ACTING
BY AND THROUGH ITS WATER ACTIVITY
ENTERPRISE**

(SEAL)

By: _____
Frederick J Ihnken, Mayor

ATTEST:

By: _____
Stacey Campbell, Town Clerk

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, sealed and delivered, as of the Commencement Date set forth on Exhibit B hereto.

**COLORADO WATER RESOURCES AND
POWER DEVELOPMENT AUTHORITY**

(SEAL)

By: _____
Executive Director

ATTEST:

By: _____
Assistant Secretary

**TOWN OF FRISCO, COLORADO, ACTING
BY AND THROUGH ITS WATER ACTIVITY
ENTERPRISE**

(SEAL)

By: _____
Frederick J Ihnken, Mayor

ATTEST:

By: _____
Stacey Campbell, Town Clerk

EXHIBIT A

(1) **Description of the Project**

The project consists of granular activated carbon (GAC) treatment for per- and polyfluoroalkyl substances (PFAS), including treatment vessels, a treatment building, and conveyance piping & site work as may be necessary for the disposal of conditioning start-up water of the GAC filtration media.

(2) **Description of the System**

"System" shall mean, (i) any facility, plant, works, system, building, structure, improvement, machinery, equipment, fixture or other real or personal property, relating to the collection, treatment, storage and distribution of water that is owned, operated or controlled by the Governmental Agency, including, without limitation, the Project (ii) any renewal, replacement, addition, modification or improvement to (i) above, and (iii) all real or personal property and rights therein and appurtenances thereto necessary or useful or convenient for the effectiveness of the purposes of the Governmental Agency in the transmission, treatment, storage and distribution of water.

(3) **Pledged Property**

The Pledged Property shall consist of Net Revenue, as defined below:

"Net Revenue" means the Gross Revenue after deducting the Operation and Maintenance Expenses.

"Gross Revenue" means all income and revenues directly or indirectly derived by the Governmental Agency from the operation and use of the System, or any part thereof, including without limitation, any rates, fees (including without limitation plant investment fees and availability fees), and charges for the services furnished by, or the use of, the System, and all income attributable to any past or future dispositions of property or rights, or related contracts, settlements, or judgments held or obtained in connection with the System or its operations, and including investment income accruing from such moneys; provided however, that there shall be excluded from Gross Revenue: ad valorem property taxes; any moneys borrowed and used for providing Capital Improvements; any money and securities, and investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

"Capital Improvements" means the acquisition of land, easements, facilities and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by, or in connection with, the System.

"Operation and Maintenance Expenses" means all reasonable and necessary current expenses of the Governmental Agency, paid or accrued, for operating, maintaining and repairing the System, including without limitation legal and overhead expenses of the Governmental Agency directly related to the administration of the System, insurance premiums, audits, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations, and expenses that are otherwise paid from ad valorem property taxes.

EXHIBIT B

DESCRIPTION OF THE LOAN

- (1) Commencement Date:
- (2) Name and Address of Governmental Agency:

Town of Frisco, Colorado, Acting By And Through Its Water Activity Enterprise
102 School Road
Frisco, CO. 80443
- (3) Estimated Cost of the Project: \$8,400,000.00
- (4) Maximum Principal Amount of Loan Commitment: \$8,200,000.00
 - (a) Up-Front Principal Forgiveness to be Applied at Closing: \$8,200,000.00
 - (b) Maximum Total Principal to be Repaid after Application of Up-Front Principal Forgiveness: \$0.00
- (5) Loan Term: N/A
- (6) Interest Rate: N/A
- (7) Authorized Officers:

Leslie Edwards, Finance Director
Tom Fisher, Town Manager
- (8) Loan Repayment Commencement Date: N/A
- (9) Execution Date:
- (10) Principal Forgiveness:
 - (a) Up-Front Principal Forgiveness: The amount of principal of the Loan identified as Up-Front Principal Forgiveness in Part (4)(a) above will be forgiven at Closing, provided the Governmental Agency has met each of its obligations and covenants necessary to effect Closing. Exhibit C to the Loan Agreement sets forth the repayment schedule after allowing for the reduction of total Loan principal by the amount of Up-Front Principal Forgiveness applied.

(b) Post-Closing Principal Forgiveness: At the discretion of the Authority, and if such funds are available and the Governmental Agency is deemed eligible, the Loan may be forgiven in an amount up to 100% of the outstanding principal amount of the Loan. At the Authority's sole discretion, and subject to subparagraph (10)(b)(i), below, and only if the amount forgiven is 100% of the outstanding principal of the Loan, the Authority also may waive payment of interest accrued on the amount of principal forgiven through the Effective Date of Post-Closing Principal Forgiveness (defined in Paragraph 10(b)(i)). The Authority will provide written notice (the "Notice of Post-Closing Principal Forgiveness") to the Governmental Agency once the Authority determines to exercise its discretion to grant Post-Closing Principal Forgiveness, that funds are available, and that the Governmental Agency is eligible for such action. The Notice of Post-Closing Principal Forgiveness will set forth the amount, up to 100%, of the outstanding principal amount of the Loan to be forgiven, and whether any accrued interest will be waived. Upon the Governmental Agency's receipt of the Notice of Post-Closing Principal Forgiveness from the Authority, the following terms shall apply:

- (i) If 100% of the principal amount of the Loan is forgiven, then:
 - A. The award of Post-Closing Principal Forgiveness shall be effective as of the date of the Notice of Post-Closing Principal Forgiveness (the "Effective Date of 100% Principal Forgiveness");
 - B. The Authority shall amend the repayment schedule set forth in Exhibit C to acknowledge the Post-Closing Principal Forgiveness award and the Effective Date of 100% Principal Forgiveness and the waiver of any accrued interest as applicable;
 - C. The Authority shall amend the Loan Term to extend from the date of Loan Execution until the date the Water Quality Control Division of the Colorado Department of Health and Environment (the "WQCD") issues certification that all required documents have been submitted and the Governmental Agency has met all Project and Loan requirements;
 - D. The Governmental Agency Bond will be released at the expiration of the Loan Term, as amended; and
 - E. As of the Effective Date of 100% Principal Forgiveness, the following Loan Agreement sections will no longer apply: Section 2.02. (n) Audits; Section 3.03. Amounts Payable; Exhibit A (3) Pledged Property; Exhibit F (1) Rate Covenant; Exhibit B (5) Loan Term; Exhibit B (6) Interest Rate; Exhibit B (8) Loan Repayment Commencement; Exhibit C Repayment Schedule; and all references thereof.
- (ii) If the Governmental Agency receives Post-Closing Principal Forgiveness for less than 100% of the outstanding principal amount of the Loan, then:
 - A. The effective date of the Post-Closing Principal Forgiveness shall be the date of the Notice of Post-Closing Principal Forgiveness from the Authority (the "Effective Date of Partial Principal Forgiveness"); and
 - B. Upon the Effective Date of Partial Principal Forgiveness, the Loan Term shall remain as set forth in this Agreement, but the Authority shall amend the Loan Repayment Schedule set forth in Exhibit C to include a revised amortization schedule for the remaining principal amount.

- C. If the Effective Date of Principal Forgiveness, either 100% or Partial, occurs after the Loan Repayment Commencement Date, and the Governmental Agency has paid one or more of the scheduled payments, the Post-Closing Principal Forgiveness, as well as any waived interest accrued on the amount of principal forgiven through the Effective Date of Principal Forgiveness, will be net of any such payments. The Authority will not reimburse the Governmental Agency any amount paid by the Governmental Agency.

EXHIBIT C
LOAN REPAYMENT SCHEDULE
(NOT APPLICABLE)

EXHIBIT D

GOVERNMENTAL AGENCY BOND

FOR VALUE RECEIVED, the undersigned **TOWN OF FRISCO, COLORADO, ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE** (the "Governmental Agency"), hereby promises to pay to the order of the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority") in the principal amount of Eight Million Two Hundred Thousand and 00/100 Dollars (\$8,200,000.00), less a \$8,200,000.00.00 reduction in the total principal of the Loan due to the application of Bipartisan Infrastructure Law ("BIL") Emerging Contaminants ("EC") Up-Front Principal Forgiveness as in the amount set forth in Exhibit B, Part (4)(a) of the Loan Agreement dated as of , 2025, by and between the Authority and the Governmental Agency (the "Loan Agreement"), making the Maximum Total Principal to be Repaid after Application of Up-Front Principal Forgiveness Eight Million Two Hundred Thousand and 00/100 Dollars (\$8,200,000.00) as set forth in Exhibit B, Part (4)(b) of the Loan Agreement, or such lesser amount as shall be loaned to the Governmental Agency pursuant to the Loan Agreement, at the times and in the amounts determined as provided in the Loan Agreement, subject to late charges on late payments as provided in Section 3.03 (b) of the Loan Agreement, and payable on the dates and in the amounts determined as provided in the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is issued in consideration of the loan made thereunder (the "Loan") and to evidence the obligations of the Governmental Agency set forth in Section 3.03 thereof. This Governmental Agency Bond is subject to assignment or endorsement in accordance with the terms of the Loan Agreement. All of the definitions, terms, conditions, and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

Pursuant to the Loan Agreement, disbursements to the Governmental Agency shall be made in accordance with written instructions upon the receipt by the Authority of requisitions from the Governmental Agency executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Governmental Agency Bond is entitled to the benefits, and is subject to the conditions, of the Loan Agreement. The obligations of the Governmental Agency to make the payments required hereunder shall be absolute and unconditional without any defense or right of set-off, counterclaim, or recoupment by reason of any default by the Authority under the Loan Agreement, or under any other agreement between the Governmental Agency and the Authority, or out of any indebtedness or liability at any time owing to the Governmental Agency by the Authority, or for any other reason.

This Governmental Agency Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. The obligation of the Governmental Agency to make payments under the Loan Agreement and this Governmental Agency Bond is payable solely from the Pledged Property, except for reserves created in connection with the Loan.

This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of any constitutional or statutory limitation or provision, and shall not be considered or held to be a general obligation of the Governmental Agency. The payment of this Governmental Agency Bond is not secured by an encumbrance, mortgage or other pledge of property except for such property and moneys pledged for the payment of the Governmental Agency Bond.

For the payment of this Governmental Agency Bond, the Governmental Agency shall enforce the Rate Covenant set forth in Paragraph (1) of Exhibit F to the Loan Agreement, shall promptly collect all revenues of the System, and shall take all necessary action to collect any revenues that are in default.

If an “Event of Default” as defined in Section 5.01 of the Loan Agreement occurs, the remedies on default set forth in Section 5.03 of the Loan Agreement shall be available to enforce the obligations of the Governmental Agency that are evidenced by this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, Title 31, Article 35, Part 4, C.R.S.; Title 37, Article 45.1; certain provisions of Title 11, Article 57, Part 2, C.R.S. (the “Supplemental Public Securities Act”), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Public Securities Act, this recital is conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond after its delivery for value. Pursuant to §31-35-413, C.R.S., this recital conclusively imparts full compliance with all the provisions of said statutes, and this Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this ____ day of _____ 2025.

(SEAL)

**TOWN OF FRISCO, COLORADO,
ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE**

ATTEST:

By: _____
Frederick J.Ihnken, Mayor

By: _____
Stacey Campbell, Town Clerk

EXHIBIT E-1

OPINION OF GOVERNMENTAL AGENCY COUNSEL

[LETTERHEAD OF COUNSEL TO GOVERNMENTAL AGENCY]

[DATED : Closing Date]

Colorado Water Resources and
Power Development Authority

Gentlemen:

[insert "I am an attorney" or "We are attorneys"] admitted to practice in the State of Colorado and [insert "I" or "we"] have acted as counsel to **TOWN OF _____, COLORADO, ACTING BY AND THROUGH ITS _____ ENTERPRISE** (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution and delivery by the Governmental Agency of its Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and the [charter/by-laws/proceedings relating to organization] of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

- (a) the Loan Agreement, dated as of _____ (the "Loan Agreement") by and between the Authority and the Governmental Agency;
- (b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (c) the Governmental Agency Bond, dated as of _____ (the "Governmental Agency Bond") issued by the Governmental Agency to the Authority to evidence the Loan(as defined in the Loan Agreement);
- (d) the proceedings of the governing body of the Governmental Agency relating to the issuance of the Governmental Agency Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents");

(e) all outstanding instruments relating to the bonds, notes or other indebtedness of or relating to the Governmental Agency.

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "we are"] of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation and is a (_____) of the State of Colorado with the full legal right and authority to execute the Loan Documents.

(2) The Governmental Agency has the full legal right and authority to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted, and to undertake and complete the Project.

(3) The proceedings of the Governmental Agency's governing body authorizing the Governmental Agency to undertake and complete the Project were duly and lawfully adopted and approved in accordance with [applicable resolution] applicable Colorado law at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(4) The proceedings of the Governmental Agency's governing body approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Governmental Agency have been duly and lawfully adopted and approved in accordance with [the applicable resolution] applicable Colorado law, at meetings duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout and were published in accordance with applicable Colorado law.

(5) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking and completion of Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Governmental Agency or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed of trust, ordinance, order, or other agreement to which the Governmental Agency is a party or by which it, the System, or its property or assets is bound.

(6) To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery and performance of the Loan Documents and the undertaking and completion of the Project, other than licenses and permits relating to the construction and acquisition of the Project which [insert "I" or "we"] expect the Governmental Agency to receive in the ordinary course of business, have been obtained or made.

(7) To the best of my knowledge, after such investigation as I have deemed appropriate, except as disclosed in writing to the Authority, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State or Federal) that (1) questions the creation, organization or existence of the Governmental Agency; or the validity, legality or enforceability of the Loan Documents; or the undertaking or completion of the Project; or (2) if adversely determined, could (a) materially adversely affect (i) the financial position of the Governmental Agency; (ii) the ability of the Governmental Agency to perform its obligations under the Loan Documents; (iii) the security for the Loan Documents; or (iv) the transactions contemplated by the Loan Documents; or (b) impair the ability of the Governmental Agency to maintain and operate its system.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. [insert "I" or "We"] express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert "I" or "We"] hereby authorize Carlson, Hammond, & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert "I" or "we"] had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E-2

OPINION OF GOVERNMENTAL AGENCY BOND COUNSEL

[LETTERHEAD OF BOND COUNSEL TO GOVERNMENTAL AGENCY]

[DATED: Closing Date]

Colorado Water Resources and
Power Development Authority

Gentlemen:

[insert "I am an attorney" or "We are attorneys"] admitted to practice in the State of Colorado and [insert "I" or "we"] have acted as bond counsel for **TOWN OF _____, COLORADO, ACTING BY AND THROUGH ITS _____ ENTERPRISE** (the "Governmental Agency"), of the State of Colorado, which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution, and delivery by the Governmental Agency of the Loan Agreement and Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and [charter/by-laws/proceedings relating to organization] of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

- (a) the Loan Agreement, dated as of _____ (the "Loan Agreement"), by and between the Authority and the Governmental Agency;
- (b) the proceedings of the governing body of the Governmental Agency relating to the approval of the Loan Agreement, and the execution, issuance, and delivery thereof by the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (c) the Governmental Agency Bond, dated as of _____ (the "Governmental Agency Bond"), issued by the Governmental Agency to the Authority to evidence the Loan (as defined in the Loan Agreement);
- (d) the proceedings of the governing body of the Governmental Agency relating to the issuance, of the Governmental Agency Bond, and the execution, issuance, and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents"); and
- (e) all outstanding instruments relating to the bonds, notes, or other indebtedness of, or relating to the Governmental Agency.

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates, and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "we are"] of the opinion that:

(1) The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation.

(2) The Governmental Agency has full legal right and authority to execute the Loan Documents and the Governmental Agency has full legal right and authority to observe and perform its respective duties, covenants, obligations, and agreements thereunder; subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment, or other similar laws affecting creditors' rights generally (Creditor's Rights Limitations), heretofore or hereafter enacted.

(3) The Governmental Agency has pledged the Pledged Property described in Paragraph (3) of Exhibit A to the Loan Agreement for the punctual payment of the principal on the Loan and all other amounts due under the Loan Documents according to their respective terms, and the Authority has a first lien on such Pledged Property, but not an exclusive first lien. *****Only include "but not an exclusive first lien" if there is parity debt***** No filings or recordings are required under the Colorado Uniform Commercial Code in order to provide a first lien on such Pledged Property, and all actions have been taken as required under Colorado law to insure the priority, validity, and enforceability of such lien.

(4) The Loan Documents have been duly authorized, executed, and delivered by the authorized officers of the Governmental Agency; and, assuming in the case of the Loan Agreement, that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed, and delivered the Loan Agreement, the Loan Documents constitute the legal, valid, and binding obligations of the Governmental Agency enforceable in accordance with their respective terms; subject, however, to the effect of, and to restrictions and limitations imposed by, or resulting from, Creditor's Rights Limitations or other laws, judicial decisions, and principles of equity relating to the enforcement of contractual obligations generally, provided that no opinion is expressed herein regarding the validity or enforceability of Section 3.05 of the Loan Agreement or any other provision thereof that purports to require the Governmental Agency to indemnify or hold any party harmless.

(5) To the best of our knowledge, after such investigation as we have deemed appropriate, the authorization, execution, and delivery of the Loan Documents by the Governmental Agency, the observance and performance by the Governmental Agency of its duties, covenants, obligations, and agreements thereunder, and the consummation of the transactions contemplated therein, do not and will not contravene any existing law, or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any outstanding

instruments relating to the bonds, notes, or other indebtedness of, or relating to, the Governmental Agency.

(6) To the best of our knowledge, after such investigation as we deemed appropriate, all approvals, consents, or authorizations of, or registrations of or filings with, any governmental or public agency, authority, or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery, and performance of the Loan Documents have been obtained or made.

****If the Governmental Agency constitutes an Enterprise under TABOR, the following paragraph should be included in the Bond Counsel opinion:**

(7) The execution and delivery of the Loan Documents are not subject to the limitations of Article X, Section 20 of the Colorado Constitution, since the Governmental Agency as defined in the Loan Agreement constitutes an enterprise under said Article X, Section 20 on the date of such execution and delivery. The performance of the Loan Documents is not subject to the limitations of said Article X, Section 20, as long as the Governmental Agency continues to qualify as an enterprise under said Article X, Section 20. If the Governmental Agency ceases to be an enterprise under said Article X, Section 20, during the Loan Term, the Loan Documents will continue to constitute legal, valid and binding obligations of the Governmental Agency enforceable in accordance with their respective terms; subject, however, to (a) Creditor's Rights Limitations or other laws, judicial decisions and principles of equity relating to the enforcement of contractual rights generally and (b) subject to the next sentence, the revenue and spending limitations of said Article X, Section 20. If the Governmental Agency at any time ceases to be an enterprise under said Article X, Section 20, (i) the **City/District/Town** may continue to impose and increase fees, rates and charges without voter approval; (ii) all revenues of the Governmental Agency used to pay Loan Repayments will be included in the Governmental Agency fiscal year spending limit under Section 7(d) of said Article X, Section 20 except that debt service changes and reductions are exceptions to, and not part of, the Governmental Agency revenue and spending bases and limits; and (iii) if the Governmental Agency is required to reduce spending in order to comply with its fiscal year spending limit under Section 7(b) of said Article X, Section 20, the Governmental Agency will first be required to reduce spending for purposes for which it does not have an obligation under law or by contract prior to reducing spending required to comply with the other covenants contained in the Loan Documents.

****If the Governmental Agency does not constitute an Enterprise under TABOR, the following paragraph should be included in the Bond Counsel opinion:**

(7) The Governmental Agency has complied with the requirements of Article x, Section 20 of the Colorado Constitution in connection with the execution and delivery of the loan documents.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. We express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert "I" or "We"] hereby authorize Carlson, Hammond & Paddock, L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert "I" or "we"] had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

ADDITIONAL COVENANTS AND REQUIREMENTS

(1) Rate Covenant.

The Governmental Agency shall establish and collect such rates, fees, and charges for the use or the sale of the products and services of the System as, together with other moneys available therefor, are expected to produce Gross Revenue (as defined in Paragraph (3) of Exhibit A to this Loan Agreement) for each calendar year that will be at least sufficient for such calendar year to pay the sum of:

(a) all amounts estimated to be required to pay Operation and Maintenance Expenses (as defined in Paragraph (3) of Exhibit A of this Loan Agreement) during such calendar year;

(b) a sum equal to 110% of the debt service due on the Governmental Agency Bond for such calendar year and debt service coming due during such calendar year on any obligations secured by a lien on the Pledged Property which lien is on a parity with the lien of this Loan Agreement on the Pledged Property, in each case computed as of the beginning of such calendar year;

(c) the amount, if any, to be paid during such calendar year into any debt service reserve account in connection with any obligations secured by a lien on the Pledged Property which lien is on a parity with the lien of this Loan Agreement on the Pledged Property;

(d) a sum equal to the debt service on any obligations secured by a lien on the Pledged Property which lien is subordinate to the lien of this Loan Agreement on the Pledged Property for such calendar year computed as of the beginning of such calendar year; and

(e) amounts necessary to pay and discharge all charges and liens or other indebtedness not described above payable out of the Gross Revenue during such calendar year.

(2) Rate Study.

In the event that Gross Revenue collected during a fiscal year is not sufficient to meet the requirements set forth in the Rate Covenant contained in Paragraph (1) of this Exhibit F to the Loan Agreement, the Governmental Agency shall, within 90 days of the end of such fiscal year, cause an independent firm of accountants or consulting engineers, to prepare a rate study for the purpose of recommending a schedule of rates, fees, and charges for the use of the System that, in the opinion of the firm conducting the study will be sufficient to provide Gross Revenue to be collected in the next succeeding fiscal year that will provide compliance with the Rate Covenant described in Paragraph (1) of this Exhibit F to this Loan Agreement. Such a study

shall be delivered to the Authority. The Governmental Agency shall within six months of receipt of such study, adopt rates, fees, and charges for the use of the System, based upon the recommendations contained in such study, that provide compliance with said Rate Covenant. Notwithstanding the foregoing, the Authority may, from time to time, in its sole and absolute discretion and pursuant to such terms and restrictions it may specify, waive in writing the requirement that a rate study be performed by the Governmental Agency.

(3) Additional Bonds.

(a) Senior Lien Bonds. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge, on the Pledged Property that is superior to the lien or charge of this Loan Agreement on the Pledged Property.

(b) Parity Lien Bonds. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge, on the Pledged Property that is on a parity with the lien or charge of this Loan Agreement on the Pledged Property, unless the Governmental Agency certifies to the Authority that Net Revenue (as defined in Paragraph (3) of Exhibit A to this Loan Agreement) for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued was at least equal to the sum of (a) 110% of the maximum annual debt service due in any one year on (i) this Loan Agreement and (ii) all other outstanding obligations of the Governmental Agency payable out of, or secured by a lien or charge on, the Pledged Property that is on a parity with the lien or charge of this Loan Agreement on the Pledged Property, and (iii) such proposed obligations to be issued, and (b) the maximum annual debt service due in any one year on all obligations payable out of, or secured by a lien or charge on the Pledged Property that is subordinate to the lien or charge of this Loan Agreement on the Pledged Property.

(c) Subordinate Lien Bonds. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge on, the Pledged Property that is subordinate to the lien or charge of this Loan Agreement on the Pledged Property, unless the Governmental Agency certifies to the Authority that for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued Net Revenue (as defined in Paragraph (3) of Exhibit A to this Loan Agreement) was at least 100% of the maximum annual debt service due in any one year on (a) all obligations outstanding during such period that are payable out of, or secured by a lien or charge on, the Pledged Property and (b) such proposed obligations to be issued.

(d) Net Revenue Adjustment. In calculating revenue coverage for purposes of the issuance of additional parity or subordinate lien bonds, the Governmental Agency may adjust Net Revenue to reflect any rate increases adopted in connection with the issuance of additional obligations by adding to the actual Net Revenue for the period examined an estimated sum equal to 100% of the estimated increase in Net Revenue that would have been realized during such period had the adopted rate increase been in effect during all of such period.

(e) Refunding Bonds. Notwithstanding the foregoing, the Governmental Agency may issue refunding obligations payable out of, or secured by a lien or charge on, the Pledged

Property, without compliance with the requirements stated above, provided that the debt service payments on such refunding obligations do not exceed the debt service payments on the refunded obligations during any calendar year.

(4) Lien Representation. The Source of Repayment is free and clear of any pledge, lien, charge, or encumbrance thereon, or with respect thereto, prior to, or of equal rank with, the obligation of the Governmental Agency Bond.

(5) Operation and Maintenance Reserve Fund. The Governmental Agency shall maintain an operation and maintenance reserve in an amount equal to three months of operation and maintenance expenses, excluding depreciation, of the System as set forth in the annual budget for the current fiscal year. Said reserve may be in the form of unobligated fund balances, or other unobligated cash or securities (i.e. capital reserves), or may be in a separate segregated fund and shall be maintained as a continuing reserve for payment of any lawful purpose relating to the System. If the operation and maintenance reserve falls below this requirement, the shortfall shall be made up in 24 substantially equal monthly installments beginning the second month after such shortfall.

(6) Davis Bacon & Related Acts (DBRA). The Governmental Agency will comply with the requirements of the Davis Bacon & Related Acts, codified at 40 U.S.C. §§ 3140 through 3148.

(7) Cost Overruns. Any cost overruns associated with the Project will be the responsibility of the Governmental Agency and any additional costs to defend against contract claims will not be reimbursed through this or any future funding.

(8) Audit Requirements. For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. 7501 et seq.

(9) American Iron and Steel Requirement. The Governmental Agency will comply with all federal requirements applicable to the Loan, including Section 436 of P.L. 113-76, Consolidated Appropriations Act, 2014, (the “Appropriations Act”) and related State Revolving Fund Policy Guidelines, which require that all of the iron and steel products (as defined in the Appropriations Act and Guidelines) used in the Project must be produced in the United States unless the Governmental Agency has requested and received a waiver from the requirement pursuant to the “waiver process” described in the Appropriations Act and Guidelines.

(10) Construction Schedule.

The Governmental Agency has provided the following estimated dates regarding the project:

- a) Advertisement for Bids Publication Date: 10/07/2025
- b) Construction Contract Award Date: 12/09/2025
- c) Construction Start Date: 12/15/2025
- d) Construction Completion Date: 07/19/2027

(11) Technical Managerial and Financial Capacity Requirement. As described in the Technical/Managerial/Financial (TMF) Capacity Evaluation Report dated _____,

****Insert mandatory TMF requirements if any****

(12) Build America, Buy America Act. The Governmental Agency will comply with the terms of its waiver issued pursuant to the Build America Buy America Act, enacted as part of the Bipartisan Infrastructure Law, including guidance for implementing the BABA Act provided by the Office of Management and Budget, where applicable. BABA establishes domestic content procurement preference requirements for federal financial assistance provided through the Clean Water and Drinking Water State Revolving Funds including that iron, steel, manufactured products, and construction materials used in covered projects are produced in the United States.

(13) Bipartisan Infrastructure Law. The Governmental Agency will comply with all federal requirements applicable to the Bipartisan Infrastructure Law (the Infrastructure Investment and Jobs Act) (Public Law 117-58) and related regulations and guidance, during the Loan Term.

EXHIBIT G
DWRF Form of Requisition

**THE TOWN OF FRISCO, COLORADO, ACTING BY AND THROUGH ITS WATER
ACTIVITY ENTERPRISE (the “Governmental Agency”)**

Please submit to the following addresses:

Submit Online To:

https://ceos.colorado.gov/CO/CEOS/Public/Client/CO_CIMPLE/Shared/Pages/Main/Login.aspx

If there are any questions or technical issues, please submit your backup document via one of the methods below.

Email To: cdphe_grantsandloans@state.co.us (preferred backup method)

Or Mail To: Colorado Department of Public Health and Environment
Grants and Loans Unit WQCD-OA-B2
Attn: Project Manager
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

Or Fax To: 303-782-0390 (Call CDPHE Project Manager to confirm delivery)

Cc: CDPHE Project Manager

Cc: E-mail requisition form (Exhibit G) to the Colorado Water Resources and Power
Development Authority at requisitions@cwrpda.com

This requisition is made in accordance with Section 3.02 of the Loan Agreement executed by the Colorado Water Resources and Power Development Authority on _____, 2025. Terms defined in the Loan Agreement and not otherwise defined herein shall have the same meanings when used herein.

The Governmental Agency hereby states as follows:

1. This is Requisition No _____.
2. The amount requisitioned hereunder is _____.
3. The person, firm or corporation to whom the amount requisitioned is due, or to whom a reimbursable and advance has been made, is _____.
4. The payee of the requisitioned amount is _____.
5. The manner of payment to the payee is to be wire transferred to:

Bank:
ABA No.:
Account No.:
Account Name:
Contact:

6. Attached hereto is the appropriate documentation demonstrating that the amount requisitioned hereunder is currently due or has been advanced by the Governmental Agency.
7. The amount hereby requisitioned is a proper Cost of the Project to be paid only from amounts deposited in the Project Account established for the Governmental Agency in the **Drinking Water Revolving Fund**.
8. On the date hereof, there does not exist any Event of Default under the Loan Agreement nor any condition which, with the passage of time or the giving of notice, or both, would constitute an Event of Default thereunder.
9. Estimate of total project completion percentage: _____%
10. **The undersigned is an Authorized Officer of the Governmental Agency duly authorized in the Loan Agreement to submit the Requisition.**
11. The Governmental Agency reaffirms that all representations made by it in the Loan Agreement are true and accurate as of the date of this requisition, and that it shall continue to observe and perform all of its duties, covenants, obligations and agreements thereunder, at all times during the entire term of said Loan Agreement.

Dated: _____.

**TOWN OF FRISCO, COLORADO,
ACTING BY AND THROUGH ITS WATER ACTIVITY ENTERPRISE**

By: _____.

Title: _____ & Authorized Officer

Print Name: _____

You should receive all payments no later than 10 working days after receipt of requisition unless otherwise notified.

1. The undersigned approves the disbursement of the requisitioned amount from the Project Loan Account established in the **Drinking Water Revolving Fund** Project Account.

**COLORADO WATER RESOURCES AND POWER DEVELOPMENT
AUTHORITY**

By: _____
Finance Director

Dated: _____

For Colorado Department of Public Health and Environment, Water Quality Control Division purposes only:

Payment approved by: _____

Dated: _____



TO: Mayor and Town Council
FROM: Kyle Ottinger, Community Development Specialist
RE: *Estimated Start Time 7:50PM - Second Reading Ordinance 25-11: AN ORDINANCE AMENDING CHAPTER 110, ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE LICENSING OF SHORT-TERM RENTAL PROPERTY, BY AMENDING SECTIONS 110-38, 110-39, 110-40, 110-41, 110-42, AND 110-43 CONCERNING THE ADMINISTRATION OF SHORT-TERM RENTAL LICENSES*
DATE: October 14, 2025

Summary & Background:

To further the public health, safety, and welfare of the community, and to ensure that short term rental (STR) properties operate in a manner compatible with the character of surrounding residential neighborhoods, the Frisco Town Council adopted Ordinance 18-10 in December 2018. This ordinance established a regulatory framework specifically addressing the provision of lodging within residential dwelling units. Town Council approved the first reading of Ordinance 25-11 at the September 23, 2025 meeting.

Ordinance 20-05 was approved on March 24, 2020 to revise and simplify the renewal process originally outlined in Ordinance 18-10.

Ordinance 22-10 was approved on October 11, 2022 to set the short term rental license cap to 25% of the total number of residential housing units within Town boundaries and included exemptions for properties that were under construction or under contract.

Ordinance 25-11 is proposed to make modifications to the administration of short term rental licenses. An explanation for each change is stated in the Analysis section below.

Analysis:

Transition from Finance Director to Community Development Director

Town Staff reviewed the existing code language as outlined in Chapter 110, Article III and the Finance Division requested that in all locations where “Finance Director” is stated, it be amended to read “Community Development Director” due to the organizational transition of STR licenses being administered within the Community Development Department over the past few years. This change has been made in Ordinance 25-11.

Removal of language concerning building permits submitted for by October 11, 2022

Staff assessed the ordinance's provisions, including an exemption clause that permits certain applicants to bypass current short-term rental waitlist restrictions.

This exemption applies to individuals who:

1. Entered into a written agreement to purchase a residential unit on or before prior to October 11, 2022, and
2. Submitted a complete STR license application within twenty (20) days after the closing of the purchase of the unit.

Staff have found that this provision has caused confusion among applicants who owned property prior to 2022, as reflected in frequent inquiries and clarification requests. Staff does not believe that any purchase agreements that existed on or before October 11, 2022, have yet to close and, accordingly, recommends that this provision be removed from the Code as unnecessary. Staff recommends removing the following paragraph as noted in red strike through font below:

§ 110-38 License Required. Limitations on Number of Licenses Issued. [Amended 10-1122, Ord. 22-10]

Any part of the foregoing paragraph notwithstanding, if a person has made a complete application for a building permit for the construction of a new residential unit on or before October 11, 2022 and, within twenty (20) days from the date of issuance of a certificate of occupancy for such unit, has made a complete application to the Town for a license to be issued pursuant to this Article, the person shall be eligible to receive such a license and the renewal of such license regardless of the fact that the license could not otherwise be issued or renewed due to the limitation on the total number of licenses that may be issued under this Section.

Any part of the foregoing paragraph notwithstanding, if a person has entered into a written agreement to purchase a residential unit on or before October 11, 2022 and, within twenty (20) days after the closing of the sale on the unit, has made a complete application to the Town for a license to be issued pursuant to this Article, the person shall be eligible to receive such a license and the renewal of such license regardless of the fact that the license could not otherwise be issued or renewed due to the limitation on the total number of licenses that may be issued under this Section.

-
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-
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~~within twenty (20) days after the closing of the sale on the unit, has made a complete application to the Town for a license to be issued pursuant to this Article, the person shall be eligible to receive such a license and the renewal of such license regardless of the fact that the license could not otherwise be issued or renewed due to the limitation on the total number of licenses that may be issued under this Section.~~

Miscellaneous Modifications

Additional modifications within Ordinance 25-11 include:

- Clarifying application submittal is through an electronic submission
- Clarifying an application fee to enter the waitlist for an STR license. This fee has been collected at \$25.00 and involves approximately 30 minutes of staff time to set up the account when a waitlist application is received.
- Replacement of the word “bedroom” for “sleeping area” in reference to the building code. There is no definition of bedroom in the building code.
- Modification of “he or she” to refer to the official by title

Financial Impact:

There is no direct financial impact related to these code amendments.

Environmental Sustainability:

No direct significant impacts to environmental sustainability are anticipated.

Alignment with Strategic Plan:

This revision would continue to meet Council’s Strategic Objective to have a regulatory system that protects health, safety, and welfare while promoting customer service.

Staff Recommendation:

Staff recommends that the Town Council approve Ordinance 25-11 on second reading.

Reviews and Approvals:

Kyle Ottinger, Community Development Specialist
Katie Kent, Community Development Director
Diane McBride, Assistant Town Manager
Tom Fisher, Town Manager

Created/Initiated - 10/3/2025
Approved - 10/8/2025
Approved - 10/8/2025
Final Approval - 10/8/2025

Attachments:

1. Attachment 1 - Ordinance 25-11 Chapter 110 Code Amendments

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
ORDINANCE 25-11**

AN ORDINANCE AMENDING CHAPTER 110, ARTICLE III, OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING THE LICENSING OF SHORT-TERM RENTAL PROPERTY, BY AMENDING SECTIONS 110-38, 110-39, 110-40, 110-41, 110-42, AND 110-43 CONCERNING THE ADMINISTRATION OF SHORT-TERM RENTAL LICENSES.

WHEREAS, the Town of Frisco, Colorado (“Town”) is a home rule municipality, duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, pursuant to this authority, the Town Council (“Council”) previously adopted local regulations concerning the licensing of short-term rental property; and

WHEREAS, the Town Council finds that the regulation of short-term rentals in the Town furthers the public health, safety and welfare by ensuring that such lodging places are operated in a manner compatible with the character of the community and consistent with surrounding residential uses; and

WHEREAS, the Town Council has determined that the certain provision of existing law concerning the administration of short-term rental licenses should be amended as set forth herein; and

WHEREAS, the Town Council has determined that a certain exemption to the short-term rental permit limitation is no longer applicable, and should be repealed.

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

Section 1. Chapter 110, Article III, Section 110-38 of the Code of Ordinances of the Town of Frisco (the “Code”), concerning the requirement for a license and limitations on the number of licenses that may be issued, is hereby amended to read as follows:

§ 110-38. License required; limitations on number of licenses issued.

Effective May 1, 2019, it shall be unlawful for an owner to lease or advertise for lease, or to permit the leasing or advertising for lease, of any short-term rental property within the Town of Frisco without a valid license for the same issued pursuant to this Article. No person who has obtained a license pursuant to this Article shall be required to hold a general business license pursuant to Article I of this Chapter for the same business activity. No person who has obtained a license pursuant to this Article shall be required to hold a sales tax license pursuant to Chapter 160 of this Code for the same business activity.

Except as otherwise set forth in this Section, at no time shall the Town issue a license that would cause the total number of licenses issued pursuant to this Article to exceed the number that is equal to 25 percent of the total number of residential housing units within Town boundaries. For purposes of this Section, the Town determines that as of October 11, 2022, and until January 3, 2023, the total number of residential housing units within the Town boundaries is 3,600. On the first business day of each calendar year, the Town's Community Development Director shall determine and certify in writing to the Town Clerk the then-current number of residential housing units within the Town boundaries. Such determination shall be made by the addition (if any) and the subtraction (if any) of residential housing units completed or demolished during the immediately prior calendar year from the number initially established herein, as modified from year to year in accordance with this Section. Such number shall remain the total number of residential housing units for purposes of this Section until the next subsequent certification on the first business day of the subsequent calendar year.

Any part of the foregoing paragraph notwithstanding, if a person has made a complete application for a building permit for the construction of a new residential unit on or before October 11, 2022 and, within 20 days from the date of issuance of a certificate of occupancy for such unit, has made a complete application to the Town for a license to be issued pursuant to this Article, the person shall be eligible to receive such a license and the renewal of such license regardless of the fact that the license could not otherwise be issued or renewed due to the limitation on the total number of licenses that may be issued under this Section.

~~Any part of the foregoing paragraph notwithstanding, if a person has entered into a written agreement to purchase a residential unit on or before October 11, 2022 and, within 20 days after the closing of the sale on the unit, has made a complete application to the Town for a license to be issued pursuant to this Article, the person shall be eligible to receive such a license and the renewal of such license regardless of the fact that the license could not otherwise be issued or renewed due to the limitation on the total number of licenses that may be issued under this Section.~~

Section 2. Chapter 110, Article III, Section 110-39 of the Code, concerning license applications, and the term and transferability of licenses, is hereby amended to read as follows:

§ 110-39. License application; term; renewal; non-transferable.

A. *License application.* Applications for a short-term rental license or to be placed on the waitlist for a short-term rental license shall be submitted to the ~~Finance Director~~ Community Development Director ~~on a form through electronic submission~~ as provided by the Town, and the ~~Finance Director~~ Town shall accept no incomplete applications. It is the duty of each short-term rental property licensee to ensure that all of the information provided in a license application is kept up to date at all times, and it shall be unlawful for a licensee to fail to provide updated information to the Town within ten days after the date upon which the information provided is no longer accurate. Applications shall provide the following:

1. The full name, residential address and telephone number of the applicant, who must be the owner of the short-term rental property;

2. The full name, business address and telephone number of the responsible agent for the short-term rental property, along with a copy of the writing designating the agent to act, in the applicant's absence, as the representative of the applicant on issues related to the short-term rental and agreeing that the responsible agent shall comply with the requirements and limitations of this Article;
 3. The address of the proposed licensed premises and a description or illustration of the area(s) that will be used for short-term rental purposes, along with a statement of the maximum occupancy of the area(s) pursuant to the limitations of Section 110-40(A)(3);
 4. Proof of the lawful possession of the licensed premises by the applicant, either by deed or lease. If the applicant is not the owner, the application shall include written authorization, signed and notarized, from the owner of the licensed premises for the use of the same for short-term rentals;
 5. An application fee in an amount set by the ~~Finance Director~~ Community Development Director from time to time. The application fee shall not be prorated for a portion of a license year, and shall be set at an amount that reasonably reimburses the Town for the costs of implementing and enforcing the provisions of this Article. Such costs shall include the Town's direct and indirect costs in (i) accepting, reviewing and issuing decisions on short term rental property license applications; and (ii) inspecting or otherwise engaging in enforcement activities related to the requirements of this Article;
 6. For placement on the waitlist, a waitlist application fee in an amount set by the Community Development Director from time to time. The waitlist application fee shall not be prorated for a portion of a license year, and shall be set at an amount that reasonably reimburses the Town for the costs of administrative duties associated with managing the waitlist.
 - ~~67.~~ A copy of (i) the information notices that comply with the requirements of section 110-40(A)(4) and has been posted or placed on or in the subject property; and (ii) the parking plan that complies with the requirements of section 110-40(A)(1);
 - ~~78.~~ A copy of a valid Colorado sales tax license for the rental activity or the pending application therefor unless, due to the specific nature of the short-term rental property's booking platform, a separate sales tax license is not required by the State of Colorado;
 - ~~89.~~ Such other information determined necessary or desirable by the ~~Finance Director~~ Community Development Director to evaluate the compliance of the application, licensed premises or proposed short-term rental activity with the requirements of this Article; and
 - ~~910.~~ An affidavit signed by the owner or authorized leasee, under penalty of perjury, certifying that the short-term rental property complies with the life safety standards set forth in Section 110-40(A)(5), and that the information notices required by section 110-40(A)(4) have been and will remain posted or placed at a conspicuous location on or in the short-term rental property.
- B. *Updating of application.* It is the duty of each short-term rental licensee to ensure that all of the information provided in a license application is kept up to date at all times, and it shall

be unlawful for a licensee to fail to provide updated information to the Town within ten days after the date upon which any information provided is no longer accurate.

- C. *Term and renewal of license.* Each license issued under this Article shall be valid from the date of issuance until the next subsequent April 30. An application for renewal of a license shall confirm the information presented in the original application. An application for renewal of a license issued under this Article shall be made not less than 30 days prior to the expiration of the existing license.
- D. *Transferability of license.* No license issued under this Article shall be transferable and no license is valid as to any person or entity other than the person or entity named thereon, excepting spouses and partners in a civil union. The issuance and renewal of a license pursuant to this Article is a privilege, not a right, and the Town may determine at any time that the allowance of the use of property as short-term rental property is not, or is no longer, in the best interests of the health, safety or welfare of the citizens of the Town, and may amend or repeal this Article accordingly.

Any part of the first sentence of the foregoing paragraph notwithstanding, a license issued under this Article shall not be deemed to have been transferred if there has been a transfer in legal title or beneficial interest to the property that is the subject of the license as a result of:

1. Any transfer where the United States or any agency of the state, any county, city, municipality, district or other political subdivision of the state is either the grantor or the grantee;
2. A gift of real property, where there is no consideration other than love and affection or a charitable donation;
3. A transfer between the same parties creating or terminating a co-ownership in real property;
4. The transfer of title or change in interest in real property by reason of death, pursuant to a will, or the law of descent and distribution;
5. A reorganization, merger or consolidation of corporations, or by a subsidiary to a parent corporation for no consideration other than cancellation or surrender of the subsidiary's stock, or transfers made to a corporation, partnership, limited partnership, joint venture, business trust or other association or organization, in each instance if that entity, association or organization is owned by the persons by whom such transfer was made and so long as such owners have the same relative interests in the new entity, association or organization as they had in the real property immediately prior to said transfer and there is no consideration other than their respective interests in the new entity, association or organization, or transfers made from a corporation, partnership, limited partnership, joint venture, business trust or other association or organization to a corporation, partnership, limited partnership, joint venture, business trust or other association or organization if, at the time of the transfer, the identities and ownership interests of the persons who own the transferor entity, association or organization are the same as the identities and ownership interests of the persons who own the transferee entity, association or organization, whether or not consideration is provided;

6. A transfer made pursuant to a confirmed bankruptcy plan or pursuant to an order by a court of competent jurisdiction under the Bankruptcy Code or in an equity receivership proceeding;
7. A transfer made and delivered without consideration for the purpose of confirming, correcting, modifying or supplementing a transfer previously recorded for the purpose of making minor boundary line adjustments, removing clouds of titles, or granting rights-of-way, easements or licenses;
8. Any decree or order of a court of record quieting, determining or vesting title, including a final order awarding title pursuant to a condemnation proceeding;
9. Any transfer between spouses or former spouses made pursuant to a separation agreement, decree of legal separation or dissolution of marriage;
10. Any transfer by deed in lieu of foreclosure if the grantee is the person holding the obligation being cancelled in whole or part;
11. Any transfer by sheriff's deed, trustee's deed or other conveyance of real property in connection with an execution sale, foreclosure sale by the public trustee under a power of sale, court decree foreclosing a mortgage, deed of trust or other security instrument or court decree of lien foreclosure, provided that the grantee is the person holding the obligation or instrument upon which the proceeding is based; or
12. Any transfer pursuant to IRS 1031 regulations concerning like-kind exchanges that is from an Exchange Accommodation Titleholder that has obtained a license pursuant to this Article, to the person for whose benefit the Exchange Accommodation Titleholder took title to the property.
13. For purposes of enforcing the provisions of this Subsection (D), the Town's ~~Finance Director~~ Community Development Director may require that any person claiming that a license issued under this Article should not be deemed to have been transferred provide an affidavit, signed under penalty of perjury, that alleges fact sufficient to cause the Director to believe, in the Director's reasonable discretion, that the transfer should not be deemed to be a transfer pursuant to this Subsection.

Section 3. Chapter 110, Article III, Subsection 110-40.A.3 of the Code, concerning occupancy limitations in a short-term rental property, is hereby amended to read as follows:

3. *Occupancy.* The maximum occupancy for overnight use of a short-term rental property shall be no more than two people per bedroom, plus four people.

The maximum occupancy may be adjusted by a written determination of the Town Manager or his or her designee, following physical inspection of the property. The basis for any increase in maximum occupancy shall be a determination of the actual number of sleeping places, within one or more beds, that are located within a room or rooms that conform to the requirements of the applicable building code for a ~~bedroom~~ sleeping area.

It shall be unlawful to for the renter of a short-term rental property to allow the overnight occupancy of a short-term rental property by more than the maximum number of people permitted under this subsection;

Section 4. Chapter 110, Article III, Section 110-41 of the Code, concerning the denial of an application for a license, is hereby amended to read as follows:

§ 110-41. Denial of license.

- A. A short-term rental property license application shall be denied by the Community Development ~~Finance~~ Director based on any of the following grounds:
 1. All applicable provisions of the town code have not been met;
 2. The required application fees have not been paid;
 3. The application is incomplete or contains false, misleading or fraudulent statements; or
 4. Any reason that would justify suspension or revocation of a license.
- B. In the event of a denial, the ~~Finance~~ Community Development Director shall mail or deliver to the applicant a written order of denial stating the reason or reasons for the denial within ten days of the denial.

Section 5. Chapter 110, Article III, Section 110-42 of the Code, concerning the suspension or revocation of a license, is hereby amended to read as follows:

§ 110-42. Suspension or revocation of license.

- A. *Suspension.* The ~~Finance~~ Community Development Director may suspend a short-term rental property license upon determining that a licensee has:
 1. Been found guilty on more than one occasion within the last year by the Frisco Municipal Court of having violated a provision of this Article;
 2. Operated the business in violation of a building, fire, health or safety code adopted by the Town, said determination being based on investigation by the department, division, or agency charged with enforcing said code. In the event of such a code violation, the Finance Director shall promptly notify the licensee of the violation and shall allow the

licensee a 20-day period in which to correct the violation. If the licensee fails to correct the violation before the expiration of the 20-day period, the Finance Director shall forthwith suspend the license and shall notify the licensee of the suspension; for purposes of this subsection, code provisions regulating noise shall not constitute a health or safety code violation for which a period to correct the violation is required;

3. Failed to file tax returns or to pay taxes due to the Town pursuant to applicable provisions of the Town Code; or
4. Failed to pay the annual license fee.

The ~~Finance~~ Community Development Director may suspend a short-term rental property license- for a period not to exceed 150 days. The suspension shall remain in effect until and including the last day in the ~~Finance~~-Community Development Director's order or until such time as the violation in question has been corrected, whichever is later.

B. *Revocation.* The ~~Finance~~-Community Development Director shall revoke a short-term rental property license upon determining that:

1. A cause for suspension in subsection (A) of this section occurred and the short term rental property license has been suspended more than once within the preceding 12 months;
2. A licensee gave false or misleading information in the material submitted during the application process that tended to enhance the applicant's opportunity for obtaining a short term rental property license;
3. A licensee knowingly operated the business during a period of time when the licensee's short term rental property license was suspended; or
4. Any fact or condition exists that, if it had existed or had been known to exist at the time of the application for the license, would have warranted the denial of the license.

C. *Effect of revocation.* When the ~~Finance~~ Community Development Director revokes a short-term rental property license, the revocation shall continue for one year and the licensee shall not be issued a short-term rental property license for one year from the date revocation became effective.

Section 6. Chapter 110, Article III, Section 110-42 of the Code, concerning the appeal of a denial, suspension or revocation of a license, is hereby amended to read as follows:

§ 110-43. Appeal hearing on denial, suspension or revocation.

- A. *Appeal.* An applicant or licensee may appeal a denial, suspension, or revocation of his or her short-term rental property license to the Town Manager and shall be entitled to a hearing before the Town Manager. Said appeal shall be made in writing, stating the grounds for appeal, within five working days of the decision of the ~~Finance~~-Community Development Director. In the event of a suspension or revocation hearing, the business may continue to operate during the hearing process.
- B. *Hearing.* At the hearing, the Town Manager shall hear such statements and consider such evidence as is offered that is relevant to the grounds alleged for denial or the violation

alleged for suspension or revocation. The Town Manager shall make findings of fact from the statements and evidence offered as to whether such grounds exist or such violation occurred. If the Town Manager determines that grounds for denial or a cause for suspension or revocation exists, the Town Manager shall issue an order denying, suspending, or revoking the license within 30 days after the hearing is concluded, based on the findings of fact. A copy of the order shall be mailed to or served on the licensee at the address on the license.

- C. *Final order.* The order of the Town Manager made pursuant to subsection B above shall be a final decision and may be appealed to the municipal court pursuant to Colorado Rule of Civil Procedure 106(a)(4). Failure of a licensee to appeal said order in a timely manner constitutes a waiver by the licensee of any right the licensee may otherwise have to contest the denial, suspension, or revocation of the short-term rental property license.
- D. *Hearing powers.* The Town Manager shall have the power to administer oaths, issue subpoenas, and when necessary grant continuances. Subpoenas may be issued to require the presence of persons and production of papers, books and records necessary to the determination of any hearing that the Town Manager conducts. It is unlawful for any person to fail to comply with any subpoena issued by the Town Manager. A subpoena shall be served in the same manner as a subpoena issued by the District Court of the State of Colorado.
- E. *Recording.* All hearings held before the Town Manager regarding denial, suspension, or revocation of a short-term rental property license issued under this code shall be recorded stenographically or by electronic recording device. Any person requesting a transcript of such record shall post a deposit in the amount required by the Town Manager and shall pay all costs of preparing such record.
- F. *No refund of license fee.* In the event of suspension, revocation, or cessation of business, no portion of the short-term rental property license application fee shall be refunded.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING
ORDERED THE _____ DAY OF SEPTEMBER 2025.

INTRODUCED, PASSED ON SECOND READING AND PUBLICATION AND
POSTING ORDERED THIS ____ DAY OF _____ 2025.

TOWN OF FRISCO, COLORADO:

Frederick J. Ihnken, Mayor

ATTEST:

Stacey Campbell, Town Clerk