

***THE AUGUST 28, 2018 COUNCIL PACKET MAY BE VIEWED
BY GOING TO THE TOWN OF FRISCO WEBSITE.***

**RECORD OF PROCEEDINGS
WORK SESSION MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
AUGUST 28, 2018
4:00PM**

Agenda Item #1: Meeting with Marketing and Communications Department

Agenda Item #2: Work Session with Council – 2018 Revenue and Expenditure Year to Date Review

Agenda Item #3: Draft Noise Ordinance Discussion

Agenda Item #4: Recreation Project Update

Agenda Item #5: Retreat Follow-Up and Strategic Plan Discussion

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
AUGUST 28, 2018
7:00PM**

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

Call to Order:

Gary Wilkinson, Mayor

Roll Call:

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

Public Comments:

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

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

Mayor and Council Comments:

Staff Updates:

Swearing In:

Police Officer

Consent Agenda:

Minutes August 14, 2018 Meeting

Purchasing Cards

Warrant List

Amendment to Deed Restriction

Peninsula Recreation Area Landscaping Contract

Marina Building Contract

New Business:

Agenda Item #1: New Tavern Liquor License Ten Mile Music LLC dba Ten Mile Music Hall STAFF: PEGGY FAESSEN 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Adjourn:



TO: MAYOR AND TOWN COUNCIL

FROM: JOYCE ALLGAIER, COMMUNITY DEVELOPMENT DIRECTOR

RE: WORK SESSION – DRAFT NOISE ORDINANCE

DATE: AUGUST 28, 2018

Introduction: The Town Council requested that staff prepare a noise ordinance that, when implemented, will serve to define the boundaries of outdoor noise production. It should be recognized that outdoor noise in the public realm is often characteristic of exciting, vital, and economically healthy community places; places where people find outdoor “dwell time” and where merchants create places that are enjoyable and entertaining settings. This is certainly the case with Frisco. Coupled with success in a thriving place are also the increased effects of such things as delivery trucks, traffic, live music, bar patron activity, beeping service vehicles, and outdoor seating. These also add to the ambient noise level. The challenge is to find a balance between what is “normal” acceptable sound and a “nuisance”, and allow for a healthy, fun, sustainable place.

Background: The Council met on August 14, 2018 to discuss an initial draft of a noise ordinance.

In response to input from the council, staff amended the 8/14 to include the following:

- Construction noise
- Clarify exemption criteria, notice to vicinity
- Snow removal noise
- Vehicular noise (Jake brake, etc.) to be added (Staff will have a recommendation at 8/28 meeting after discussion with Police Department.)
- Change from 11 p.m. (night time) to 10 p.m. (Staff would like to confirm this with council and

Discussion:

Staff looks forward to an open discussion about the provisions contained in the draft noise ordinance and items for further discussion in this memo. Specifically, some questions for the town Council include:

- Are you comfortable with the noise decibel levels?
- Are you comfortable with the Time of “nighttime” versus “daytime” hours and related decibel levels assigned?
- Are there any additional provisions the Council would like to see addressed?
- Do you have other concerns or ideas?

Staff’s goal is to work through this draft ordinance and gain further direction from the Council in order to take next steps.

Attachments:

- Revised Draft Noise Ordinance, August 28, 2018
- 2 letters of correspondence

Thank you! - Message (HTML)

You forwarded this message on 8/24/2018 9:51 AM.

From: mnwyatt22@gmail.com on behalf of Matt Wyatt <matt@wyattwest.com>
To: Allgaier, Joyce
Cc:
Subject: Thank you!

Sent: Thu 8/16/2018 8:51 AM

I wanted to thank you for your efforts in drafting the proposed acceptable noise levels for commercial and residential areas within the Town of Frisco.

As the town has grown, and businesses have prospered and become established, many issues, such as noise levels, have become a concern.

Incorporating a community standard for noise levels is at the forefront of developing and maintaining the environment that has drawn so many to our mountain community.

Our two businesses (see below) have been directly affected by loud music and the "club" bar atmosphere promoted, by some, in the absence of any sound/noise guidance by the town.

Please continue with your efforts to integrate this basic level of community guidance through simple sound level ordinances.

Thanks!
--
Matthew Wyatt
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"Everything can be taken from a man but one thing; the last of the human freedoms—to choose one's attitude in any given set of circumstances, to choose one's own way." Viktor E. Frankl

Chapter _____ NOISE¹

____ PURPOSE:

The purpose of this chapter is to protect, preserve and promote the health, safety, welfare, peace and quiet of the citizens of the town of Frisco through the reduction, control and prevention of loud and potentially harmful noise. Unless specified within this chapter, the restrictions contained in the following sections are not to be construed as repealing any other noise related ordinances in this code.

____ FINDINGS:

The town council of the town of Frisco hereby finds and determines as follows:

- A. Article 12 of title 25, Colorado Revised Statutes, establishes statewide minimum standards for noise level limits for various times and areas.
- B. Section 25-12-108, Colorado Revised Statutes, provides that the provisions of article 12 of title 25 shall not be construed to preempt or limit the authority of any municipality to adopt standards which are no less restrictive than the provisions of said article.
- C. The regulations and standards adopted by this chapter are no less restrictive than the provisions of article 12 of title 25, Colorado Revised Statutes.
- D. The town of Frisco is a home rule municipality organized and existing pursuant to article XX of the Colorado constitution and, pursuant to its home rule powers, the town has the further additional power to regulate, reduce and control noise.
- E. Noise is a significant source of environmental pollution that represents a present and increasing threat to the public peace and to the health, safety and welfare of the residents of the town of Frisco and to its visitors. The control of noise is essential to the health and welfare of the town's citizens and visitors, and to the conduct of normal pursuits of life, including recreation, work, education, leisure time, and communication. Further, the use of sound amplification equipment creates a special kind of loud and potentially harsh noise which may, in a particular manner and at a particular time and place, substantially invade the privacy, peace, and freedom of the citizens of the town and its visitors.

¹ This ordinance may become part of Frisco Town Code, Chapter 124, Nuisances. Some changes to the Nuisance provisions may be amended in conjunction with future drafting.

- F. Excessive sound vibration and inadequately controlled noise are serious hazards to the public health, safety and welfare, and a source of annoyance to the populace.
- G. The citizens of the town of Frisco have a right to an environment free from excessive sound and vibration that may jeopardize their health and welfare or degrade their quality of life.
- H. It is the policy of the town council of the town of Frisco to protect the health, safety, and welfare of its citizens and to promote an environment free from sound and noise which is disruptive of peace and good order, and which may jeopardize the health or welfare of its citizens or degrade the quality of life.

___ DEFINITIONS:

As used in this chapter, the following words shall have the following meanings, unless the context clearly requires otherwise:

AMBIENT NOISE LEVEL: The sound level of all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources.

COMMERCIAL ESTABLISHMENT: A retail trade or service place of business, an office, a restaurant or a liquor licensed establishment, or any combination thereof.

COMMERCIAL NOISE ZONE: That portion of the town of Frisco indicated as the "commercial noise zone" in the noise zones map, a copy of which is marked Exhibit A, attached to Ordinance No. ___, Series of 2018 available for inspection in the office of the town clerk, and incorporated herein by reference.

dBA: The sound level in decibels measured on the "A" scale of a standard sound level meter having characteristics defined by the American National Standards Institute, publication S1.4-1971, including successor publications.

DECIBEL: A unit used to express the magnitude of a change in sound level. The difference in decibels between two (2) sound pressure levels is twenty (20) times the common logarithm of their ratio. In sound pressure measurements sound levels are defined as twenty (20) times the common logarithm of the ratio of that sound pressure level to a referenced level of $2 \times 10^{-5} \text{ N/m}^2$ (Newton's/meter squared). As an example of the effect of the formula, a three (3) decibel change is a one hundred percent (100%) increase or decrease in the sound level, and a ten (10) decibel change is a one thousand percent (1,000%) increase or decrease in the sound level.

DEVICE: Any mechanism which is intended to, or which actually produces, audible sound when operated or handled.

EMERGENCY VEHICLE: A vehicle used in response to a public calamity or to

protect persons or property from an imminent exposure to danger.

EMERGENCY WORK: Work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

EXTERIOR LOUDSPEAKER OR AMPLIFIER: A device for the amplification of sound which: a) is located on an exterior deck, patio or balcony of any structure, b) is affixed to the exterior wall of any structure, c) is located in or on any lawn or landscaped area outside of any structure, or d) is otherwise placed, affixed or located outside the exterior walls of any structure.

LIQUOR LICENSED ESTABLISHMENT: An establishment for which a license has been issued under the Colorado beer code, the Colorado liquor code or for which a special events alcoholic beverage license has been issued.

NOISE: Any sound which is unwanted or which causes or tends to cause an adverse psychological or physiological effect on human beings.

NOISE SOURCE: Any equipment, facility or device capable of emitting sound beyond the property boundary of the property on which it is located.

PERSON: Any individual, firm, association, organization, partnership, business, trust, corporation, company, limited liability entity, contractor, supplier, installer, user, owner or operator, including any municipal corporation or its officers or employees.

PUBLIC SPACE: Any real property or structure on real property owned by a governmental entity and normally accessible to the public, including, but not limited to, parks and other recreational areas.

REAL PROPERTY BOUNDARY: An imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person or a public right of way boundary.

RESIDENTIAL NOISE ZONE: That portion of the town of Frisco indicated as the "residential noise zone" in the noise zone map, a copy of which is marked Exhibit A, attached to Ordinance No. __, Series of 2018 available for inspection in the office of the town clerk and incorporated herein by reference. Unless otherwise determined by the town council, any real property annexed to the town after the effective date of this chapter shall be presumed to be located in the town's residential noise zone even though not indicated on the noise zone map.

NOISE ZONES: The portions of the town which are defined as the "commercial noise zone" and the "residential noise zone" in this section.

___ NOISE MEASUREMENT:

For purposes of determining and classifying any noise under this chapter, the following requirements shall be applied:

- A. All noise within the town shall be measured at the approximate property boundary of the affected property. No minor variation from the requirements of this subsection shall affect the validity of a noise measurement.
- B. Noise emanating from a public right of way shall be measured at least twenty five feet (25') from the noise source.
- C. The noise shall be measured on the A-weighted scale set on "slow" mode using a sound level meter having characteristics defined by the American National Standards Institute A sound measurement taken with a sound level meter shall be taken in accordance with the manufacturer's recommendations.
- D. In all sound level measurements, consideration shall be given to the effect of the ambient noise level at the time and place of such sound level measurement.

___ MAXIMUM PERMISSIBLE NOISE LEVELS; GENERALLY:

No person or group of persons shall create or cause to be created any continuous, regular or frequent source of sound that at the point of measurement exceed the maximum permissible sound level for the noise zone of the affected property. The sound shall be measured in accordance with the requirements of Section ____, Noise Measurement _ of this chapter. When a noise source can be identified and its noise measured in more than one of the noise zones, the limits of the most restrictive noise zone shall apply at the boundaries between the different noise zones.

MAXIMUM PERMISSIBLE NOISE LEVELS; GENERALLY

Town Noise Zone	7:00 A.M. To Next 101:00 P.M. (In Decibels)	101:00 P.M. To Next 7:00 A.M. (In Decibels)
Commercial Noise Zone	70	65
Residential Noise Zone	55	50

___ EXTERIOR LOUDSPEAKERS OR AMPLIFIERS:

- A. It shall be unlawful for any person to use or operate an exterior loudspeaker or amplifier to emit amplified music at or from a commercial establishment anywhere within the town under any of the following circumstances:

1. At or from a location other than an exterior deck, patio or balcony of a restaurant or liquor licensed establishment;
 2. Between the hours of ten o'clock (10:00) P.M. of one day and ~~seve~~~~eight~~ o'clock (~~78~~:00) A.M. of the following day;
 3. When the deck or patio of the restaurant or liquor licensed establishment at which such speaker is located is not open for public use; or
 4. When the use or operation of such exterior loudspeaker or amplifier creates a sound level in decibels which exceeds the limits set forth in Section ____, Maximum Permissible Noise Levels, Generally, of this chapter. The provisions of Section ____, Noise Measurement of this chapter shall apply to the measurement of noise from an exterior loudspeaker or amplifier under this section.
- B. Nothing in this section shall prohibit the use of an exterior loudspeaker or amplifier to emit amplified music from a live musical performance.
- C. An employer is legally accountable for the conduct of such person's employees which occurs in the course and scope of such employment and which violates the provisions of this section. It shall be conclusively presumed that such conduct was caused to be done, requested, directed or authorized by the employer as part of the employee's duties.
- D. At all times when an exterior loudspeaker or amplifier is used to emit amplified music from the deck or patio of a restaurant or liquor licensed establishment, the owner of the premises (if the premises is a restaurant) or the licensee thereof (if the premises is a liquor licensed establishment) shall designate one employee on the premises to be responsible for complying with the requirements of this section.

___ RADIOS, MUSICAL INSTRUMENTS AND SIMILAR DEVICES:

It shall be unlawful for any person in a public space to use or operate a radio, stereo, tape player, compact disk player, musical instrument or similar device that produces or reproduces musical sound in a manner that is plainly audible to any person other than the player(s) or operator(s) of the device, and those who are voluntarily listening to the sound, and which unreasonably disturbs the peace, quiet, and comfort of neighbors and passersby.

CONSTRUCTION NOISE

A. Because construction noise is often loud and of prolonged duration, the provisions of Section ___ of this chapter shall not apply to construction noise, and instead construction noise shall be regulated by the provisions of this section.

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B. There shall be no limit on construction noise between the hours of seven o'clock (7:00) A.M. and six fifty nine o'clock (6:59) P.M. Monday through Saturday, except as provide in Subsection C.2, below, with respect to holidays.

C. It shall be unlawful for any person to cause or make construction noise:

1. Between the hours of seven o'clock (7:00) P.M. and the next six fifty nine o'clock (6:59) A.M., Monday through Saturday, and all day on Sunday, and
2. All day on the following holidays: January 1, observed as New Year's Day; the fourth Thursday in November, observed as Thanksgiving Day; and December 25, observed as Christmas Day.

D. It shall not be a violation of this section if construction noise is made or caused under the following circumstances: 1.) in connection with emergency work, or 2.) in connection with a residential home improvement project conducted by the owner-occupant thereof between the hours of nine o'clock (9:00) A.M. and seven o'clock (7:00) P.M. on Sundays.

VEHICULAR NOISE (Jake brake noise, other vehicular noise to be added.)

USE OF SOUND FOR ADVERTISING:

It shall be unlawful for any person to use or operate any loudspeaker or sound amplifying equipment, or any radio, stereo, tape player, compact disk player, musical instrument or similar device that produces or reproduces musical sound, for the purpose of commercial advertising or attracting the attention of the public to any person, place or structure for a commercial purpose.

EXEMPTIONS:

The following shall be exempt from the provisions of this chapter:

- A. The use of property by the state of Colorado, any political subdivision of the state, including, but not limited to, the town. This exemption shall include all events staged on public property or private property used in conjunction with a public event, regardless of the sponsor of such event.
- B. Sound made in the plowing, shoveling. The use of property for the purpose of manufacturing, maintaining or grooming snow.
- C. Sound made pursuant to a permit issued by the town manager in accordance with the provisions of Section ____ of this chapter.
- D. Except as provided in Section ____ of this chapter, sound made by safety signals and warning devices; sound resulting from any emergency vehicle when responding to an emergency call or acting in time of emergency; and sound produced in connection with "emergency work" as defined in Section ____ of

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this chapter.

- E. Sound emitted from houses of religious worship, ice cream trucks, or comparable use.
- F. Sound emitted from an emergency signaling device, including, but not limited to, a fire alarm, burglar alarm, or similar emergency signaling device, during a bona fide emergency.
- G. Sound resulting from reasonable activities conducted on public playgrounds and public or private school grounds, conducted in accordance with the manner in which such spaces are generally used, including, but not limited to, playground use, athletic events and school entertainment events.
- H. Any noise which the town is prohibited from regulating under the federal noise control act, 42 USC sections 4916-17.

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PERMIT TO EXCEED LIMITS; APPEAL:

- A. Any person desiring to obtain a permit to exceed the noise levels designated in this chapter may make an application to the town manager. The town manager shall have the authority to grant a permit to exceed the maximum permissible noise levels designated in this chapter in accordance with the provisions of this section. In determining whether to grant a permit under this section, the town manager shall give consideration to: 1) the time of day that the noise is proposed to be created, 2) the duration of the proposed noise, 3) the loudness of the proposed noise relative to the required limits, 4) the potential impact of the noise on others in the vicinity of the noise source, 5) whether the proposed noise is temporary or continuous in nature, 6) the extensiveness of the proposed noise, and 7) the technical and economic feasibility of bringing such proposed noise source into conformance with the provisions of this chapter. Fourteen (14) days prior to a decision, the town manager shall provide notice of such request to exceed noise limitations to property owners within 300 feet of the subject property where such noise will be generated. The town manager shall consider the comments provided and may prescribe any reasonable conditions or requirements on the permit which ~~she the town manager~~ deems necessary to minimize the adverse effects upon the community or the surrounding neighborhood, including, but not limited to, specific decibel limitations, limitations on time(s) and location of the noise source, and equipment limitations or requirements. Any permit granted by the town manager under this section shall be effective only for the location and times designated within the permit, and shall be further subject to such conditions as may be set forth in such permit. There shall be no charge for an application submitted to the town manager under this section.
- B. An applicant for a permit under this section whose application has been denied or who disagrees with the conditions imposed upon such permit by the town

manager may appeal such denial or imposition of conditions to the town council. A request for an appeal shall be submitted in writing to the town manager not later than seventy two (72) hours after the denial of the application or the granting of the permit containing the condition(s) to which the applicant objects. The request for appeal shall specify the grounds for the appeal. Such appeal shall be heard and decided by the town council at the next possible regular town council meeting following the submission of the request for appeal, considering the timing of the request in order to provide information about the request to the council in time. . In deciding an appeal, the town council shall consider only the factors set forth in subsection A of this section.

___ STRICT LIABILITY:

The violation of any provision of this chapter is a strict liability offense.

___ ENFORCEMENT:

- A. The police chief shall have the primary responsibility for the enforcement of the noise regulations contained herein. Nothing herein shall prevent the police chief from obtaining voluntary compliance by way of warning, notice or education.
- B. If a person's conduct would otherwise violate this chapter and consists of: 1) speech or communication, 2) a gathering with others to hear or observe speech or communication, or 3) a gathering with others to picket or otherwise express in a nonviolent manner a position on social, economic, political or religious questions, the person must be ordered to, and have the opportunity to, move, disperse, or otherwise remedy the violation prior to arrest or a citation being issued.

___ PENALTY:

- A. It shall be a misdemeanor offense for any person to violate any provision of this chapter. Any person convicted of having violated any provision of this chapter shall be punished as set forth in Chapter 1, General Provisions, Article 1 of this code.
- B. Each occurrence of a violation, or, in the case of a continuous violation, each day a violation occurs or continues, constitutes a separate offense and may be punished separately.

___ COURT ORDERED ABATEMENT:

The violation of any provision of this chapter is declared to be a nuisance. In addition to other remedies available to the town, the town may commence an action pursuant to Section ___ of this

code to enjoin the alleged violation of this chapter, or to authorize and compel the removal, termination or abatement of such violation.

Comments on proposed noise legislation.

Submitted by Philip Sanderman

- 1. Statutory Authority: Section 25-12-108 of the Colorado Revised Statutes grants authority to local municipalities to “...adopt standards that are no less restrictive than the provisions of...” Article 25. Article 25 restricts noise above certain levels and before and after certain times of the day or evening. The proposed Town statute would make the noise levels and times less restrictive. It would be my reading of the State law (Section 25-12-108) that by allowing significantly higher noise levels and allowing higher noise levels later at night, the proposed Town statute is less restrictive than the State law. Therefore in violation and would be subject to judicial challenge. In other words, a local municipality may preempt the State law only to the extent that it wishes to make its community quieter.**
- 2. Noise between residential multi-dwelling units: The proposal fails to address this issue. Apartments within multifamily dwellings (including rental units, townhouses and condominiums) should be limited to 45dBA 7:00 a.m. to 10:00p.m. and to 40dBA from 10:00 p.m. to 7:00 a.m. Unit owners and tenants should have their dogs limited to continuous barking of no more than 15 minutes while within the unit or on its porch or balcony. This would not be “less restrictive” than State law.**
- 3. The Amplified Live Music exemption and Commercial Noise levels: In as much as the proposal allows perceived noise levels in commercial zones to be 10dBA higher than the State restriction, a 1000% increase in the sound level, the proposal would allow amplified music from bars and restaurants with outdoor and rooftop venues, as well as all commercial noise, to be audible in residential areas of the town at a level of 70dBA. Noise measurements should be made 25 feet from the offending property, not at the home or dwelling impacted.**
- 4. Appeals: There is no provision for residents to appeal a determination to issue a waiver made by the Town Manager. Weddings and special events can easily go into early morning hours, and since noise levels are measured at the affected property, a significant nuisance can be generated.**
- 5. Commercial Noise Levels in General: The proposal would increase the dBA level emanating from commercial zones by 10dBA, or a factor of 1000% above the state limits. This is certainly “less restrictive” than State law.**

- 6. Time of Higher Noise Levels:** The State law allows daytime noise levels only between the hours of 7:00 a.m. 7:00 p.m. and nighttime noise levels between 7:00 p.m. and 7:00 a.m. The Town's draft would allow the higher daytime noise levels to run well into the night; until 11:00 p.m.
- 7. Location of Measurement:** Noise does diminish over distance, however the place of measurement is at the affected property and the allowable amount is exceedingly high. For example, one can interpret the proposal to allow an establishment on Main Street to exceed the already high dBA level to such an extent that a house two blocks away would receive a noise level of 70 dBA. Noise levels should be measured no more than 25 feet from the establishment producing them.
- 8. Private Right to Commence Action to Abate:** The proposal may eliminate the right of a private individual to bring an action to abate offending noise. This right is expressly stated in the State Statute.

It would appear to me as a private resident of the Town of Frisco that the proposal would allow nuisance noise levels to negatively impact residences while benefitting commercial establishments. I would ask that this proposal be tabled or redrawn in such a manner that it remains as restrictive as existing state law.

Thank you.

Phil Sanderman



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DIANE MCBRIDE, ASSISTANT TOWN MANAGER & REC/CULTURE DIRECTOR
RE: RECREATION PROJECT UPDATE
DATE: AUGUST 28, 2018

Mayor and Town Council,

This Recreation Project Update covers both the Peninsula Recreation Area and the Frisco Bay Marina. Tyler Lundsgaard, Project Manager with NV5, will be present at the August 28th Council meeting to present these updates with staff.

Peninsula Recreation Area (PRA):

- Included in the Council packet is a contract for landscaping at the PRA. The contract costs have been reviewed against comparable projects and with the design consultant team and are in line with the proposed scope and budget of the project. Neils Lunceford has a history of performing quality work in the area and comes recommended from multiple sources. They have schedule availability to perform the work in October.
- The restroom bid was extended multiple times to encourage additional bids to be provided to the Town. Two (2) bids were received on Monday, August 20th by MW Golden and Hess Contracting, Inc. The bids were vastly different in nature: the Hess bid was incomplete and does not meet the project's bidding requirements, the MW Golden bid was out of line with project scope and costs at over \$2,000/sqft. It is NV5's recommendation that a new plan of action be established to include the project scope in larger PRA projects in the 2019 calendar year.
- The skatepark project is on schedule and on budget. Concrete pours are occurring weekly.
- The contract for A to Z Recreation was executed on July 24th for the bouldering area equipment and installation. The equipment build takes 12 weeks. Installation is scheduled for late fall.

Marina:

- Staff has been working with NV5 and Matthew Stais Architects (MSA) to fully contract the Marina office project through construction documents. The contract is presented in your Council packet and establishes costs spent to date as well as final costs associated with the design of the building. The original contract with MSA was the Town's standard contract for goods and/or services. This new contract is the AIA B132 Standard Form of Agreement Between Owner and Architect, which ties directly to the AIA A133 Standard Form of Agreement Between Owner and Construction Manager as Constructor (JHL Constructors). The contract is finalized for content and review. Watermarks will be

removed and schedule finalized by the work session. Software issues are delaying this final product for the Council packet.

- Staff convened a meeting with experts on August 24th to finalize phasing and costs associated with the Big Dig and the master planning efforts, including the Marina office building. Results will be shared with Council prior to the budget retreat on September 17th.

I. BUDGET AND FINANCE

- Allocate funds for housing, mental health and pre-school education needs. Consider targeted allocation of marijuana revenues for priority programs.
- Complete and implement a business plan for the use of 5A Housing Funds.
- Support county wide mental health funding on the November 2018 ballot.
- Complete Storm Sewer Study and determine funding plan for improvements.
- Complete Water Rate Study and determine new rate structure.
- Analyze cost of Town services and fees. Recommend adjustments as necessary.
- Evaluate the need to create an additional reserve fund to help in emergencies.

II. SAFE AND SECURE COMMUNITY

- Coordinate with other government agencies to ensure optimal disaster and emergency preparedness, specifically wildfire mitigation.
- Improve pedestrian, bicyclists and vehicle safety throughout town.
- Complete missing trails link, as identified in the Frisco Trails Master Plan.
- Continue staff training in mental health issues.
- Leverage partnerships to support community health, well-being and safety through strong health and human services programs.
- Make Frisco PD the employer of choice in Summit County with exceptional work culture, benefits and pay.
- Inventory/evaluate emergency response plan and look at preventative measures like fire breaks.
- Evaluate and enhance communications infrastructure (especially radio/cellular) and in-house communications.

III. BALANCED & SUSTAINABLE ECONOMY

- Actively work to develop more communication with the business community to maximize economic opportunities.
- Preserve and increase the number of workforce, family friendly and attainable housing units in Frisco.
- Review and implement Short-Term Rental Regulations.
- Maintain a leadership role in local and regional issues of transportation, water quality, housing and healthcare.
- Celebrate and support local businesses. Consider grants for aesthetic or environmental purposes. Provide marketing assistance.
- Communicate grant opportunities from other organizations to businesses.

IV. ENVIRONMENTAL SUSTAINABILITY

- Preserve and restore existing open space and wetlands.
- Implement and incentivize environmental stewardship and update sustainability plan to reduce greenhouse gas emissions.
- Develop solid waste reduction targets and plan (e.g., construction, restaurant, residential and large retail waste reduction, and single use plastic bags).
- Update and implement a town-wide reforestation plan and a plan to mitigate noxious weeds.
- Participate in regional efforts to consider more efficient recycling services and waste management.

V. COMMUNITY AMENITIES

- Update and implement a year-round Peninsula Recreation Area Plan and maintain a working relationship with the US Forest Service. Complete skatepark, boulder wall, restroom improvements and landscaping.
- Implement the Marina Master Plan, including final design and construction of new Marina Services building.
- Finance and implement Frisco Trails Master Plan.
- Budget for a 4-5 year park improvement and enhancement plan, which includes a strategic use and landscaping plan for each park.
- Promote innovation around housing issues – don't just design and build.
- Secure funds to complete sider allocating more money towards the Marina Excavation (Big Dig) to expedite the project when reservoir conditions allow.
- Promote multi-modal transportation and parking improvements.
- Complete the Fieldhouse Feasibility Study.
- Finalize the “Gap Project” design to include elements recommended in the Frisco Trails Master Plan.

VI. COMMUNITY INVOLVEMENT & COMMUNICATION

- Proactively utilize public input on specific issues through the use of ad-hoc committees, social media and other technologies.
- Improve information dissemination to citizens (e.g., utilize technology to provide easy and accessible access to governmental information).
- Update the Community Plan to focus on community values and vision and to set big picture strategy and targets.
- Bring Granite Street “redevelopment” back into focus through planning and a development timeline.
- Keep the momentum going on the Lake Hill project in collaboration with Summit County.
- Engage the community in Exit 203 and Lusher Ct./Summit Blvd. design alternatives discussion.

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
AUGUST 14, 2018**

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

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

Absent:

Public Comment:

Summit County Preschool Executive Director Kim Theller spoke to Council regarding a Capital Improvement Plan.

Council Comment:

Mayor Wilkinson reminded the audience that the final Concert in the Park is this Thursday, and thanked staff for their efforts.

Consent Agenda:

Minutes July 24, 2018 Meeting
Summit County Preschool Capital Funding Request
Resolution 18-13, Alley Paving Phase 1 Contract

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

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

Executive Session:

Agenda Item #1: Executive Session Pursuant to C.R.S. 24-6-402(4)(a), the Purchase, Acquisition, Lease, Transfer or Sale of Any Real, Personal, or Other Property Interest

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO ENTER AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) (A), THE PURCHASE, ACQUISITION, LEASE, TRANSFER OR SALE OF ANY REAL, PERSONAL, OR OTHER PROPERTY INTEREST. SECOND, COUNCIL MEMBER BURLEY. VOTE:

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

COUNCIL MEMBER SHERBURNE RECUSED HERSELF AT THIS TIME.

MOTION: COUNCIL MEMBER BURLEY MOVED TO EXIT AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) (A), THE PURCHASE, ACQUISITION, LEASE, TRANSFER OR SALE OF ANY REAL, PERSONAL, OR OTHER PROPERTY INTEREST. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:

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

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

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk

Visa P-Card Statement 7-28-2018

Transaction Date	Supplier - Name	Tr Line Amount	GL Coding	Transaction - Description
07/22/2018	0872 Denver Pavilions	7.00	90-9000-4227	Parking - Denver conference
07/26/2018	4 Rivers Equipment	175.68	10-1133-4205	Oil filters for John Deere
07/09/2018	5280 Publishing Inc	1,000.00	10-1118-4265	BBQ Challenge Father's Day essay custom e-blast with Colorado Parent
07/26/2018	5280 Publishing Inc	2,000.00	10-1118-4265	Fall Fest ad
07/25/2018	A&a Pet Supply And Feed	50.00	10-1110-4650	Peak Award gift cards -Q3
07/12/2018	A-1 Base Inc	136.25	10-1133-4205	Filters
07/06/2018	Act*adobe Max 2018	995.00	10-1118-4227	Adobe Max Conference registration fee
07/07/2018	Adobe *exportpdf Sub	23.88	10-1115-4224	Adobe product licensing fee
07/11/2018	Agr	360.00	10-1170-2060	Purchase for staff with pooled gratuities
07/16/2018	Alpinaire Healthcare	15.00	10-1160-4234	O2 Tank Rental and Maintenance for FAP First Aid Room
07/17/2018	AlSCO Inc.	300.21	10-1160-4401	Rug and Rag Cleaning and Replacement for FAP Day Lodge
07/18/2018	AlSCO Inc.	135.69	10-1125-4477	Mat Service
07/18/2018	AlSCO Inc.	293.70	10-1133-4270	Uniforms
07/02/2018	Alwaysmountaintime	58.83	10-1150-4265	Run the Rockies digital ad
07/02/2018	Alwaysmountaintime	668.00	10-1118-4265	BBQ Challenge radio ads on KSKE
07/02/2018	Alwaysmountaintime	1,168.00	10-1118-4265	BBQ Challenge and Clean Up Day radio ads on La Nueva Mix
07/04/2018	Amazon Mktplace Pmts	48.99	90-9000-4201	Car boot
07/05/2018	Amazon Mktplace Pmts	53.97	90-9000-4890	Replacement stolen treasure chest mailboxes - Marina
07/10/2018	Amazon Mktplace Pmts	4.47	90-9000-4200	Office Supplies
07/11/2018	Amazon Mktplace Pmts	17.45	10-1121-4233	Open ear inserts for radios
07/16/2018	Amazon Mktplace Pmts	14.10	10-1132-4207	Buildings supplies
07/05/2018	Amazon Mktplace Pmts Www.	72.90	20-2000-5079	Online purchase of chalk spray paint for Community Plan Kickoff, returned.
07/10/2018	Amazon Mktplace Pmts Www.	229.89	10-1132-4207	LED lighting; Ear muffs
07/13/2018	Amazon Mktplace Pmts Www.	-72.90	20-2000-5079	Online purchase of chalk spray paint for Community Plan Kickoff, returned.
07/16/2018	Amazon Mktplace Pmts Www.	112.08	10-1132-4207	Zoot suits
07/17/2018	Amazon Mktplace Pmts Www.	26.32	10-1132-4207	Security screwdriver set
07/17/2018	Amazon Mktplace Pmts Www.	6.11	10-1132-4207	Toilet scoop
07/17/2018	Amazon Mktplace Pmts Www.	19.50	10-1121-4233	Headphone for CSO radio
07/19/2018	Amazon Mktplace Pmts Www.	32.82	10-1132-4207	Boiler wrench
07/19/2018	Amazon Mktplace Pmts Www.	65.65	10-1150-4605	Craft Supplies
07/23/2018	Amazon Mktplace Pmts Www.	11.99	10-1150-4602	Supplies for adventure camp
07/24/2018	Amazon Mktplace Pmts Www.	41.75	10-1132-4207	Torque wrench for boiler repair
07/26/2018	Amazon Mktplace Pmts Www.	361.99	10-1132-4207	New front door light (ADA)
07/26/2018	Amazon Mktplace Pmts Www.	22.01	10-1132-4207	Plaque for Fleet Foreman retirement
07/02/2018	Amazon.Com	324.04	10-1170-2060	Purchase for staff with pooled gratuities
07/03/2018	Amazon.Com	54.61	10-1150-4605	Ice Cream Maker
07/10/2018	Amazon.Com	198.48	90-9000-4200	Sunscreen for Employees
07/23/2018	Amazon.Com	95.00	10-1160-4205	Fraudulent Charge - Will be Refunded
07/12/2018	Amazon.Com Amzn.Com/bill	49.99	10-1160-4225	Keg Tap for FAP Special Events

07/24/2018	Amer Sports	104.96	10-1170-2060	Purchase for staff with pooled gratuities
07/24/2018	American Association For	155.00	10-1125-4210	Museum Membership Renewal
07/18/2018	American Public Works	165.00	10-1130-4210	Annual membership renewal
07/18/2018	American Public Works	165.00	10-1131-4210	Annual membership renewal
07/18/2018	American Public Works	165.00	10-1134-4210	Annual membership renewal
07/04/2018	Apl* Itunes.Com/bill	2.80	10-1140-4804	Patriotic Music for 4th of July
07/14/2018	Apl* Itunes.Com/bill	21.65	80-8000-4588	Music for Frisco triathlon
07/22/2018	Apl* Itunes.Com/bill	5.09	10-1150-4605	Pandora Subscription
06/29/2018	Aq Denver Ocean Journe	-21.05	10-1150-4605	Reimbursement for Field Trip Deposit
06/29/2018	Aq Denver Ocean Journe	-21.05	10-1150-4605	Parking Aquarium - Fun Club Field Trip
07/03/2018	At&t*bill Payment	35.00	10-1110-4203	Personal Cell Phone Stipend
07/03/2018	Atssa	130.00	10-1130-4227	TCS Certification application fee
07/24/2018	Avngate*malwarebytes	69.99	10-1110-4704	Malware scanning software subscription
06/28/2018	Bb *child Museum Denv	144.00	10-1150-4605	Fun Club Field Trip
07/05/2018	Boats.Net	30.18	90-9000-4892	Parts for work order - Marina
07/25/2018	Bonefish Grill #6606	47.39	90-9000-4227	Conference - meals
07/19/2018	Bread Salt	33.50	10-1115-4227	Meeting with Citizen on Housing Task Force
06/29/2018	Breckenridge Lasergraphic	190.25	10-1119-4221	Post Card Printing for CDD Notifications
07/20/2018	Brp US Inc	401.71	90-9000-4208	Rental fleet parts.
07/20/2018	Brp US Inc	270.00	90-9000-4210	Boss web service charge - dealer membership
07/18/2018	Butterhorn Bakery And Caf	30.90	10-1119-4227	Noise Ordinance Mtg. w/local Bus. Leaders
07/21/2018	Carid.Com	565.86	10-1133-4205	Tailgate repair for Special Events truck
07/11/2018	Carquest 3948	136.05	10-1133-4205	Bubble strobes
07/12/2018	Carquest 3948	24.19	10-1133-4205	Filter; Gloves
07/23/2018	Carquest 3948	56.78	10-1133-4205	Filters; Hydrant couplings
07/26/2018	Carquest 3948	74.11	10-1133-4205	Oil filters
07/13/2018	Cdw Govt #nkb5613	3,056.29	10-1110-4704	Server racks/towers
07/07/2018	Centurylink/Speedpay	323.40	80-8000-4203	VIC circuit
07/07/2018	Centurylink/Speedpay	323.40	90-9000-4203	Marina circuit
07/07/2018	Centurylink/Speedpay	1,686.29	10-1110-4203	All other circuits
07/10/2018	Centurylink/Speedpay	1,644.25	10-1110-4203	TH phone lines
07/10/2018	Centurylink/Speedpay	459.12	40-4000-4203	WTP phone lines
07/10/2018	Centurylink/Speedpay	233.48	80-8000-4203	VIC phone lines
07/10/2018	Centurylink/Speedpay	367.34	90-9000-4203	Marina phone lines
07/10/2018	Centurylink/Speedpay	149.88	10-1110-4226	Website
07/12/2018	Centurylink/Speedpay	247.64	10-1110-4203	Long distance

07/12/2018	Ces Fri - 307	290.63	20-2000-5069	PVC pipe
07/12/2018	Ces Fri - 307	96.87	40-4000-4444	PVC pipe
07/13/2018	Charles Whitlock Rec Ctr	52.00	10-1150-4605	Fun Club Swimming
07/23/2018	Chick-Fil-A #03120	31.46	90-9000-4227	Conference - meals
07/20/2018	Chipotle 0503	10.80	10-1131-4227	Meal - Take steel to be recycled - Denver
07/02/2018	Cloud Cover Music	17.95	80-8000-4233	July Music Service - VIC
07/23/2018	Co Dept Of Public	513.50	10-1110-4250	Finger prints & background checks
06/28/2018	Co Motor Parts 0026866	31.66	90-9000-4892	Oil filter and oil for work order.
07/03/2018	Co Motor Parts 0026866	181.24	90-9000-4201	Batteries and fuses for pump out barge.
07/11/2018	Co Motor Parts 0026866	11.52	90-9000-4892	Spark plugs for work order.
07/11/2018	Co Motor Parts 0026866	25.98	90-9000-4201	Gloves for trash.
07/11/2018	Co Motor Parts 0026866	7.53	90-9000-4892	Fuses for work orders.
07/11/2018	Co Motor Parts 0026866	25.62	90-9000-4895	Parts for gangway addition to pier
07/17/2018	Co Motor Parts 0026866	135.79	10-1132-4207	Nordic Center door repairs
07/18/2018	Co Motor Parts 0026866	2.47	90-9000-4892	Spark plug for work order.
07/18/2018	Co Motor Parts 0026866	40.93	90-9000-4201	Compression tester tool for shop.
07/19/2018	Co Motor Parts 0026866	29.99	90-9000-4201	Drill bit
07/20/2018	Co Motor Parts 0026866	13.12	10-1133-4205	Belts for fuel pumps
07/20/2018	Co Motor Parts 0026866	27.90	10-1160-4205	Grease
07/24/2018	Co Motor Parts 0026866	82.48	10-1133-4205	Wire for trailer
07/24/2018	Co Motor Parts 0026866	17.94	10-1133-4205	Wire for trailer
07/26/2018	Co Motor Parts 0026866	6.86	90-9000-4892	Fuel filter for work order.
07/26/2018	Co State Services	410.00	80-8000-4227	CTO Governor's Conference registration fees
07/26/2018	Co State Services	410.00	80-8000-4227	CTO Governor's Conference registration fees
07/02/2018	Co Summit Cnty Srv	47.80	10-1140-4804	Application Fee
07/19/2018	Co Summit Cnty Srv	175.61	10-0010-2601	Recording Fees for plat and covenants for Miners Creek Estates (DRA Account #334)
07/03/2018	Colorado Analytical	103.00	40-4000-4250	TDS/TSS water testing
07/05/2018	Colorado Analytical	90.00	40-4000-4250	Lead/copper testing samples
07/11/2018	Colorado Hotel & Lodging	100.00	10-1118-4210	Membership dues for the Colorado Hotel and Lodging Association
07/09/2018	Colorado Ltap	50.00	10-1131-4227	Drainage class
07/09/2018	Colorado Ltap	50.00	10-1131-4227	Safety on the Job class
07/24/2018	Colorado Mountain	430.00	10-1121-4270	PD Uniform cleaning for April, May and June 2018
07/03/2018	Colorado Mtn News Media	455.00	10-1110-4265	Summit Daily News ad
07/05/2018	Colorado Mtn News Media	32.25	10-1119-4265	Planning Commission Noticing
07/16/2018	Colorado Mtn News Media	16,090.64	10-1118-4265	Digital, BBQ program, BBQ volunteers, BBQ general, Concerts in the Park, Bike to Work Day, July 4th
07/16/2018	Colorado Mtn News Media	488.88	90-9000-4265	Boat Swap
07/16/2018	Colorado Mtn News Media	488.88	10-1125-4265	Bill's Ranch Tour ads
07/16/2018	Colorado Mtn News Media	1,466.64	10-1150-4265	Bacon Burner and Mountain Goat ads
07/16/2018	Colorado Mtn News Media	220.00	10-1118-4265	June government backyard page
07/16/2018	Colorado Mtn News Media	208.80	10-1119-4306	CDD Ad

07/16/2018	Colorado Mtn News Media	411.60	20-2000-5077	PRA Ads x 2
07/03/2018	Colorado Parks And Recrea	470.00	10-1150-4227	Professional Development registration fees
07/21/2018	Colorado Parks And Recrea	-100.00	10-1150-4227	Refund for CPRA
06/29/2018	Columbia Potties For The	4,000.00	90-9000-4201	Bathroom trailer rental
07/13/2018	Comcast Cable Comm	755.28	90-9000-4203	Marina cable
07/13/2018	Comcast Cable Comm	286.10	80-8000-4203	VIC cable
07/13/2018	Comcast Cable Comm	1,900.98	10-1110-4203	All other cable
07/15/2018	Compliancesigns Com	30.50	90-9000-4201	Hazardous materials signs for gas cubes.
07/17/2018	Conoco - Sei 17284	26.40	10-1134-4260	Fuel for mow crew
07/18/2018	Conoco - Sei 17284	17.01	10-1150-4702	Gas for Rec Vans
07/18/2018	Conoco - Sei 17284	69.30	10-1150-4702	Gas for Rec Vans
07/19/2018	Conoco - Sei 17284	32.13	10-1121-4260	Gas for patrol car - TOF pumps broken
07/19/2018	Conoco - Sei 17284	41.67	10-1150-4605	Gas for Rec Vans
07/19/2018	Conoco - Sei 17284	38.90	10-1150-4605	Gas for Rec Vans
07/19/2018	Conoco - Sei 17284	41.01	10-1121-4260	Patrol car gas purchase - TOF pumps broken
07/20/2018	Conoco - Sei 17284	31.32	10-1121-4260	Gas for patrol car - TOF pumps broken
07/22/2018	Conoco - Sei 17284	25.05	10-1121-4260	Gas for patrol car while TOF gas pumps broken
07/25/2018	Copper Mountain E Store	139.10	10-1150-4605	Fun Club field trip
07/25/2018	Copper Mountain E Store	139.10	10-1150-4605	Fun Club field trip
07/25/2018	Copper Mountain E Store	13.91	10-1150-4605	Fun Club field trip
07/02/2018	Copy Copy - North Summ	24.00	10-1170-4221	Nordic Map
07/13/2018	Core & Main Lp 518	575.25	40-4000-4425	Backflow preventor for inventory
07/18/2018	Corner Store 0633	11.40	10-1134-4260	Fuel for Walker mowers
07/18/2018	Corner Store 0633	72.36	10-1134-4260	Fuel for mow truck
07/17/2018	Corner Store 4111	45.90	40-4000-4260	Fuel when pumps were down
07/06/2018	Country Boy Mine	276.00	10-1150-4605	Fun Club Field Trip
06/27/2018	Cpblockaparking	30.00	10-1119-4227	Parking for Climate Change Conference
07/25/2018	Cross Country Ski Asoc	370.00	10-1170-4210	Nordic Association Membership
07/17/2018	D & R Marine Inc	960.00	90-9000-4201	New mast to replace one broken in our storage yard
07/06/2018	Dana Kepner Company/hdq	2,566.94	40-4000-4425	Water meters
07/06/2018	Dana Kepner Company/hdq	3,670.41	40-4000-4425	Water meters
07/18/2018	Direct Landscape Supply	363.30	80-8000-4589	Mulch for parks
07/11/2018	Dnh*godaddy.Com	16.94	10-1118-4635	Domain renewal FRISCOFALLFEST.COM
07/14/2018	Dog Waste Depot	117.99	80-8000-4589	Mutt Mitts
07/24/2018	Dpac Garage-3036079093	16.00	90-9000-4227	Parking fee - conference

07/01/2018	Dynamic Media	32.95	10-1160-4401	FAP-SIRIUS Radio
07/07/2018	Etrailer	519.24	90-9000-4895	Wheels and hubs for additional gangway to pier
07/12/2018	Etrailer	15.62	90-9000-4895	Parts for additional gangway to pier
07/19/2018	Exxonmobil 48225817	31.26	10-1121-4260	Patrol car gas purchase - TOF pumps broken
07/23/2018	Facebk B7hydfsa52	146.19	20-2000-5079	Community Plan kick off
07/23/2018	Facebk B7hydfsa52	330.30	10-1150-4265	Mountain Goat Kids Trail Races & Run the Rockies Trail Races
07/23/2018	Facebk D7hydfsa52	23.51	20-2000-5079	Community Plan update ad on Instagram
06/30/2018	Facebk Qva47fw952	295.41	10-1118-4265	BBQ ads
06/30/2018	Facebk Qva47fw952	100.00	10-1150-4265	Mountain Goat Trail Running ads
06/30/2018	Facebk Sva47fw952	27.23	10-1118-4265	BBQ Instagram ad
06/29/2018	Fastenal Company01	36.31	10-1133-4205	Screwdriver; Bolts for screen
06/29/2018	Fastenal Company01	18.40	10-1133-4271	Screwdriver; Bolts for screen
07/11/2018	Fastenal Company01	15.66	10-1132-4207	Boiler repair
07/16/2018	Fastenal Company01	3.83	10-1132-4207	Boiler repair
06/29/2018	Fedex	38.50	10-1130-4202	Postage for easement agreements
07/03/2018	Fedex	34.11	10-1130-4202	Postage for easement agreements
07/09/2018	Ferguson Ent #431	24.50	10-1132-4207	Town Hall boiler repair
07/18/2018	Flt*bloomstoday	158.96	10-1160-4205	Fraudulent Charge - will be refunded
07/17/2018	Frontier Ai	130.40	10-1118-4227	Travel for Adobe Max Conference
07/24/2018	Fsi*xcel Energy Pmts	2,937.21	40-4000-4401	Gas/Electricity - Water Treatment Plant & Water Wells
07/24/2018	Fsi*xcel Energy Pmts	713.50	10-1131-4401	Electricity - Town Street Lights
07/24/2018	Fsi*xcel Energy Pmts	1,553.25	90-9000-4401	Gas/Electricity - Frisco Bay Marina
07/24/2018	Fsi*xcel Energy Pmts	2,057.81	10-1160-4401	Gas/Electricity - Frisco Adventure Park & Day Lodge
07/24/2018	Fsi*xcel Energy Pmts	209.20	80-8000-4401	Gas/Electricity - Old Town Hall / Visitor Information Center
07/24/2018	Fsi*xcel Energy Pmts	204.59	10-1170-4401	Gas/Electricity - Nordic Building
07/24/2018	Fsi*xcel Energy Pmts	2,249.15	10-1132-4401	Gas/Electricity - Town Buildings
07/24/2018	Fsi*xcel Energy Pmts	330.03	10-1125-4401	Gas/Electricity - Frisco Historic Park & Museum
07/24/2018	Fsi*xcel Energy Pmts	859.57	10-1131-4401	Electricity - Town Street Lights
07/24/2018	Fsi*xcel Energy Pmts	3,029.95	10-1131-4401	Electricity - Town Street Lights
07/24/2018	Fsi*xcel Energy Pmts	1,143.02	40-4000-4401	Gas/Electricity - Recreation Way Well House
06/28/2018	Fulcrum Publishing, Inc.	213.39	10-1125-4891	Book Order for Gift Shop
06/27/2018	Galls	262.44	10-1121-4270	PD - Uniforms
07/24/2018	Galls	255.56	10-1121-4270	PD - Uniforms
07/19/2018	Gameworks Denver	319.20	10-1150-4605	Fun Club Field Trip
07/09/2018	George T Sanders 02	21.27	10-1131-4403	Valve for hydrant
07/16/2018	George T Sanders 02	10.38	10-1132-4207	Boiler repair
07/05/2018	Geowater Services	190.00	40-4000-4250	LT2 sample analysis
07/16/2018	Geowater Services	40.00	40-4000-4250	LT2 tests
07/23/2018	Geowater Services	150.00	40-4000-4250	Bac-T tests

07/05/2018	Government Finance Offic	435.00	10-1110-4250	Submit CAFR to GFOA
06/29/2018	Grainger	35.96	10-1133-4205	Screen part
07/09/2018	Grainger	348.61	90-9000-4200	Ballard Locks
07/09/2018	Grainger	62.49	10-1131-4403	Pipe fittings for hydrant
07/10/2018	Greco's Pastaria	52.00	10-1140-4863	Non-profit debriefing and celebration
07/10/2018	Hacienda Real	174.25	10-1111-4229	Council Dinner
07/25/2018	Hacienda Real	87.00	90-9000-4227	Staff Dinner for inventory counting night
06/28/2018	High Country Custom Impre	60.00	10-1119-4306	Council Chamber Placards for new planning commissioners
07/10/2018	High Country Custom Impre	17.00	10-1125-4221	Printing Name Tags
07/26/2018	Hitchfinder.Com	171.62	90-9000-4895	Wheels and tires for new gangway on pier.
07/23/2018	Hydrapak Llc	36.50	10-1170-2060	Purchase for staff with pooled gratuities
07/18/2018	Icounty.Org	75.56	10-1114-4250	Lake Co Clerk & Recorder Subordination Deed Recording
06/28/2018	In *aloe Care Internation	306.01	90-0090-1651	Sunscreen for Retail - Marina
07/11/2018	In *christie Ward & Assoc	2,000.00	10-1110-4250	Day 2 Leadership training
07/02/2018	In *colorado Runner	500.00	10-1150-4265	eblast Frisco Run the Rockies Trail
07/06/2018	In *house Of Signs, Inc.	605.00	10-1125-4221	Printing - Exhibit Signage
07/23/2018	In *house Of Signs, Inc.	185.00	10-1125-4221	Sign Printing
07/17/2018	In *rocky Mountain Coffee	43.75	10-1110-4233	Coffee for Staff Kitchens
07/24/2018	In *sunny Communications	1,282.00	10-1140-4868	Radios
07/19/2018	In *walking Mountains	50.00	10-1150-4605	Field Trip Deposit
06/29/2018	Innermountain Distributin	392.20	90-0090-1651	Retail Food - Marina
07/17/2018	Innermountain Distributin	1,047.70	90-0090-1651	Retail food and drink - Marina
07/09/2018	Intermntn Sweeper Co.-De	504.00	10-1133-4205	Passenger Sweeper head hose
07/12/2018	Jhb Supply. Inc.	932.26	80-8000-4589	Bio barrier for Triangle Park
07/17/2018	Kodi Rafting Internet	972.00	10-1150-4605	Fun Club Field Trip
07/05/2018	Krystal Broadcasting Inc	499.50	10-1118-4265	Countywide Clean Up Day- will be reimbursed by other Towns for 3/4 of costs
07/05/2018	Krystal Broadcasting Inc	684.00	10-1150-4265	Run the Rockies road race radio advertising
07/17/2018	Krystal Broadcasting Inc	1,585.00	10-1118-4265	BBQ, Concerts in the Park and July 4th radio ads
07/17/2018	Krystal Broadcasting Inc	38.00	10-1150-4265	Run the Rockies road race radio ads
07/18/2018	Kubat Equipment And Servi	364.95	10-1133-4205	Fuel pump parts
07/16/2018	Kumar & Associates. In	1,450.00	40-4000-4444	GeoTech services for Public Works expansion
07/16/2018	Kumar & Associates. In	1,450.00	20-2000-5069	GeoTech services for Public Works expansion

07/24/2018	Lawson Products	62.40	10-1133-4205	Nuts and bolts
07/20/2018	Leadville Colorado And So	1,067.00	10-1150-4605	Fun Club Field Trip
06/28/2018	Lifemed Safety	277.20	10-1110-4502	AED's
07/25/2018	Ll Johnson Dist Co	713.61	80-8000-4589	Irrigation supplies
06/28/2018	Loaf N Jug #0048	7.77	10-1140-4827	Concert in the Park - Ice
06/28/2018	Loaf N Jug #0048	7.77	10-1140-4827	Concert in the Park - Ice
06/28/2018	Loaf N Jug #0048	38.85	10-1140-4827	Concert in the Park - Ice
07/04/2018	Loaf N Jug #0048	5.18	10-1121-4233	4th of July - ice
07/05/2018	Loaf N Jug #0048	25.90	10-1140-4827	Concert in the Park - Ice
07/12/2018	Loaf N Jug #0048	15.54	10-1140-4827	Concert in the Park - Ice
07/12/2018	Loaf N Jug #0048	25.90	10-1140-4827	Concert in the Park - Ice
07/16/2018	Loaf N Jug #0048	3.09	10-1110-4276	Town Talk Supplies
07/16/2018	Loaf N Jug #0048	2.77	10-1121-4276	PD - Community Assistance
07/16/2018	Loaf N Jug #0048	11.90	10-1121-4276	PD - Community Assistance
07/19/2018	Loaf N Jug #0048	35.84	10-1150-4702	Gas for Rec Vans
07/19/2018	Loaf N Jug #0048	31.08	10-1140-4827	Concert in the Park - Ice
07/22/2018	Loaf N Jug #0048	2.59	10-1140-4827	Concert in the Park - Ice
07/26/2018	Loaf N Jug #0048	31.08	10-1140-4827	Concert in the Park - Ice
07/03/2018	Log Cabin Cafe	98.98	10-1140-4804	Breakfast burritos for the Events Team
07/23/2018	Log Cabin Cafe	65.32	10-1115-4227	Leadership Team Meeting Supplies
06/27/2018	Lowes #03206	460.94	80-8000-4586	Green Line Feature Lumber, Screws, Paint, Hose, Gloves, Mask.
06/28/2018	Lowes #03206	29.01	80-8000-4589	Landscape supplies
06/28/2018	Lowes #03206	-4.01	10-1121-4233	Refund for tax exemption
06/28/2018	Lowes #03206	51.93	10-1121-4233	Heavy duty totes for patrol cars
06/28/2018	Lowes #03206	28.98	80-8000-4586	Screws
06/29/2018	Lowes #03206	72.89	10-1132-4207	Community Center repairs
06/29/2018	Lowes #03206	155.85	40-4000-4201	Supplies for Well #7
07/02/2018	Lowes #03206	115.52	10-1132-4207	Employee housing repairs
07/05/2018	Lowes #03206	8.02	10-1132-4207	Planning Department projects
07/05/2018	Lowes #03206	18.85	10-1133-4205	Tube for building plans
07/05/2018	Lowes #03206	30.32	80-8000-4589	Flower truck parts
07/05/2018	Lowes #03206	16.66	80-8000-4589	2x8 for bench
07/06/2018	Lowes #03206	15.31	10-1132-4207	Planning Department projects
07/09/2018	Lowes #03206	26.31	80-8000-4588	Stakes for frisco triathlon
07/09/2018	Lowes #03206	362.00	10-1132-4207	Nordic Center repairs
07/10/2018	Lowes #03206	33.72	10-1132-4207	Nordic Center repairs
07/10/2018	Lowes #03206	4.15	40-4000-4201	Supplies for Well #7
07/10/2018	Lowes #03206	3.49	80-8000-4588	Supplies for course marking
07/10/2018	Lowes #03206	280.29	10-1132-4207	Misc. general repairs
07/11/2018	Lowes #03206	69.36	10-1132-4207	Employee housing repairs
07/11/2018	Lowes #03206	-54.00	10-1132-4207	Credit Voucher
07/12/2018	Lowes #03206	569.00	10-1132-4207	New range for employee housing unit
07/12/2018	Lowes #03206	112.22	80-8000-4589	Landscape supplies
07/16/2018	Lowes #03206	23.94	10-1125-4207	Light Bulbs
07/16/2018	Lowes #03206	-5.36	10-1132-4207	Sales tax refund
07/16/2018	Lowes #03206	149.54	80-8000-4589	Irrigation supplies; Landscape supplies
07/18/2018	Lowes #03206	62.32	40-4000-4200	Bankers boxes for Water storage
07/18/2018	Lowes #03206	119.36	10-1132-4207	Nordic Center plumbing issues

07/20/2018	Lowe's #03206	21.89	10-1132-4207	Marina and buildings repairs
07/20/2018	Lowe's #03206	59.49	90-9000-4207	Marina and buildings repairs
07/23/2018	Lowe's #03206	7.96	10-1125-4207	Hardware
07/24/2018	Lowe's #03206	52.44	80-8000-4589	Paint; Landscape supplies
07/24/2018	Lowe's #03206	51.80	10-1132-4207	Employee housing repairs
07/25/2018	Lowe's #03206	18.14	10-1125-4207	Hardware
07/12/2018	Made To Order Stamp	320.00	10-1125-4205	Museum Stamper Replacement
07/05/2018	Marine Parts Source	167.33	90-9000-4205	Steering cable for work boat
07/04/2018	Marriott Hotel & Resor	-19.37	10-1121-4227	Refunded sales tax
07/10/2018	Metal Supermarkets Wheat	292.03	90-9000-4895	Steel bars to connect gangways to pier
07/13/2018	Microsoft	69.99	10-1121-4210	Office 365 annual subscription
07/05/2018	Middle Park Soil Conserva	52.00	40-4000-4227	Water in a Nutshell class
06/28/2018	Motion Picture Licensing	596.05	10-1160-4250	FAP Day Lodge Music Licensing Fee
07/22/2018	Motomaki - Denver	33.43	90-9000-4227	Conference - meals
07/03/2018	Motosport.Com	311.80	10-1170-2060	Purchase for staff with pooled gratuities
07/03/2018	Motosport.Com	311.80	10-1170-2060	Purchase for staff with pooled gratuities (double charge, refunded already)
07/03/2018	Motosport.Com	-311.80	10-1170-2060	Double charge- refund
07/05/2018	Mountain Pest Control	50.00	10-1132-4400	Nordic Center pest control
07/16/2018	Mountaincareers.Com	79.00	10-1110-4265	Mountaincareers.Com- Job Posted CDD
07/11/2018	Murdochs	189.95	10-1133-4205	Weed wacker; Gloves
07/11/2018	Murdochs	24.99	10-1133-4270	Weed wacker; Gloves
07/24/2018	Murdochs	20.48	80-8000-4589	Chainsaw supplies
07/14/2018	Mutt Mitt	836.13	10-1131-4403	Pet pick-ups
07/17/2018	Nat	40.41	10-1125-4210	Museum - Subscription Renewal
07/25/2018	Natural Grocers	50.00	10-1110-4650	Peak Award gift cards -Q3
06/28/2018	Neils Lunceford Inc - Sil	124.30	80-8000-4589	Flowers for ore carts
07/23/2018	Neusteters Garage	10.00	90-9000-4227	Conference - parking
07/19/2018	Next Page Books And Nosh-	3.69	80-8000-4227	VIC Meeting - coffee
07/24/2018	Nike.Com	54.54	10-0060-2060	FAP - Purchase for staff with pooled gratuities
07/10/2018	O.C.P.O. /c.E.C.T.I.	55.00	40-4000-4227	Water Distribution certificate
07/10/2018	O.C.P.O. /c.E.C.T.I.	55.00	40-4000-4227	Water Distribution certificate
07/10/2018	O.C.P.O. /c.E.C.T.I.	60.00	40-4000-4227	Water Treatment B exam
07/12/2018	O.C.P.O. /c.E.C.T.I.	60.00	40-4000-4227	Water Distribution exam
07/23/2018	O.C.P.O. /c.E.C.T.I.	135.00	40-4000-4227	Distribution -4 license renewal

07/06/2018	Officemax/Depot 6604	12.18	10-1132-4207	Planning Department projects
07/02/2018	Online Labels	243.81	90-9000-4200	Stickers for Maps and Kayak Contact Sticker
07/17/2018	Otc Brands, Inc.	4.50	10-1110-4650	Summer season employee appreciation party supplies
07/19/2018	Otc Brands, Inc.	150.43	10-1110-4650	Summer season employee appreciation party supplies
07/25/2018	Pandora	5.13	10-1160-4401	FAP-Radio
07/12/2018	Parking Division	0.99	10-1150-4605	Fun Club Parking Breckenridge
07/12/2018	Parking Division	1.00	10-1150-4605	Fun Club Parking Breckenridge
07/12/2018	Parking Division	1.00	10-1150-4605	Fun Club Parking Breckenridge
07/11/2018	Pawnee Buttes Seed Inc	176.82	80-8000-4589	Grass seed for Great Lawn
07/10/2018	Paypal	100.00	10-1125-4210	CPI Inc. Membership
07/10/2018	Paypal	214.33	10-1115-4224	Supplies for Meetings
07/17/2018	Peak Performance Imaging	1,724.37	10-1110-4205	Copier meter readings
07/02/2018	Peppinos Pizza And Subs I	187.49	10-1140-4804	4th of July Event Staff food
07/10/2018	Peppinos Pizza And Subs I	149.29	10-1110-4229	Lunch Business Advisory Committee
07/17/2018	Peppinos Pizza And Subs I	94.15	10-1150-4605	Staff Meeting Refreshments
07/24/2018	Peppinos Pizza And Subs I	151.17	10-1111-4229	Council Dinner
07/03/2018	Pepsibeverageco	4,247.31	10-1140-4864	Soda for Retail Sale - BBQ
07/19/2018	Phillips 66 - United Paci	37.25	10-1115-4227	PW pumps out of order
07/20/2018	Pika Glass	221.42	10-1121-4205	Replacement glass for patrol room
07/10/2018	Pinnacol Assurance	11,821.00	10-1110-4502	Workers compensation premiums
07/22/2018	Pinnacol Assurance	17,094.00	10-1110-4502	Workers compensation premiums
07/23/2018	Pioneer Sand Co Hq	790.81	80-8000-4586	Dirt for Bike Park
07/07/2018	Pitney Bowes Pi	-72.66	10-1110-4202	Credit from EZ Seal order when old order was found in supplies
07/26/2018	Polar Leasing Company	-200.00	10-1140-4869	Credit for late delivery of Refrigerated truck
07/25/2018	Prana Living	50.83	10-0060-2060	FAP - Purchase for staff with pooled gratuities
06/28/2018	Projectmanager.Com	375.00	10-1130-4210	Online subscription
07/20/2018	Psf Ccom And Spinecare	100.00	10-1130-4250	CDL administration
07/13/2018	Quill Corporation	32.25	10-1130-4233	Kitchen supplies
07/14/2018	Quill Corporation	34.98	10-1133-4233	Labels
07/14/2018	Quill Corporation	39.99	10-1130-4233	Kitchen rack
07/21/2018	Quill Corporation	278.98	10-1130-4233	Toner cartridge
07/21/2018	Quill Corporation	-39.99	10-1130-4233	Credit - Kitchen rack
07/24/2018	Quill Corporation	34.99	10-1130-4233	Kitchen rack
07/26/2018	Quill Corporation	20.59	10-1130-4233	Pencil

07/16/2018	Rainmaster	228.85	80-8000-4589	I-Central irrigation dues
07/06/2018	Rei.Com	147.15	10-0060-2060	FAP - Purchase for staff with pooled gratuities
06/30/2018	Return Reversal	21.05	10-1150-4605	Fun Club - Parking
07/02/2018	Rightsignature Llc	24.00	90-9000-4210	Electronic contracts and waivers
07/23/2018	Rmfma - Colorado Chapter	25.00	10-1133-4227	FleetPros quarterly meeting
07/17/2018	Rocky Mountain Coffee Roa	5.02	10-1118-4227	Coffee meeting
07/18/2018	Rocky Mountain Coffee Roa	17.25	10-1119-4227	Noise Ordinance Mtg. w/local Bus. Leaders
07/10/2018	Rocky Mtn Spring Water	67.90	10-1160-4225	FAP-Break room water
07/10/2018	Rotary Club Of Summit Cou	260.00	10-1115-4210	Rotary Club Of Summit County dues
07/14/2018	Safelite Autoglass	355.06	10-1133-4205	Windshield for #12-02
07/25/2018	Safelite Autoglass	29.95	10-1133-4205	Windshield chip repair for Town Manager's vehicle
06/28/2018	Safety And Construction	41.46	10-1131-4270	Safety vests
06/27/2018	Safeway #0836	2.49	10-1150-4605	Activity supplies
07/01/2018	Safeway #0836	169.91	10-1125-4890	Founders Day Event Food
07/03/2018	Safeway #0836	38.23	10-1140-4804	Snacks for the events Team for 4th of July
07/03/2018	Safeway #0836	34.47	10-1150-4605	Staff Meeting Refreshments
07/03/2018	Safeway #0836	246.78	10-1121-4233	4th of July PD BBQ
07/03/2018	Safeway #0836	100.00	10-1110-4650	Peak Award gift cards -Q3
07/09/2018	Safeway #0836	22.44	10-1150-4602	Snacks for staff meeting.
07/11/2018	Safeway #0836	13.32	10-1160-4480	FAP - Food & Beverage
07/12/2018	Safeway #0836	43.50	80-8000-4588	Supplies for frisco triathlon
07/14/2018	Safeway #0836	59.88	90-9000-4890	Monthly Breakfast
07/15/2018	Safeway #0836	113.30	90-9000-4890	Monthly Breakfast
07/16/2018	Safeway #0836	52.33	10-1150-4605	FIRC Activity Supplies
07/17/2018	Safeway #0836	36.15	10-1110-4229	All Staff Meeting - lunch
07/17/2018	Safeway #0836	100.70	10-1110-4229	All Staff Meeting - lunch
07/19/2018	Safeway #0836	86.85	80-8000-4588	Triathlon Gift Cards
07/20/2018	Safeway #0836	21.96	10-1150-4605	Fun Club Supplies
07/24/2018	Safeway #0836	13.17	10-1150-4605	Lemonade supplies
07/25/2018	Safeway #0836	58.60	10-1150-4605	Activity Supplies
07/13/2018	Safeway #2824	-20.03	10-1160-4205	Refund of mischarge
07/13/2018	Safeway #2824	20.03	10-1160-4205	Mischarge
07/02/2018	Sagacity Media Inc	5,800.00	10-1118-4265	Summer advertising & merchant coop in Colorado Summit Magazine
05/01/2018	Sale Reversal	-5.00	10-1118-4265	Adjustments due to fraud in May and June
05/02/2018	Sale Reversal	-20.00	10-1118-4265	Adjustments due to fraud in May and June
05/02/2018	Sale Reversal	-20.00	10-1118-4265	Adjustments due to fraud in May and June
05/02/2018	Sale Reversal	-5.00	10-1118-4265	Adjustments due to fraud in May and June
05/06/2018	Sale Reversal	-5.00	10-1118-4265	Adjustments due to fraud in May and June
05/06/2018	Sale Reversal	-5.00	10-1118-4265	Adjustments due to fraud in May and June
05/06/2018	Sale Reversal	-5.00	10-1118-4265	Adjustments due to fraud in May and June
05/20/2018	Sale Reversal	-12.00	10-1118-4265	Adjustments due to fraud in May and June

05/20/2018	Sale Reversal	-12.00	10-1118-4265	Adjustments due to fraud in May and June
05/20/2018	Sale Reversal	-12.00	10-1118-4265	Adjustments due to fraud in May and June
05/20/2018	Sale Reversal	-12.00	10-1118-4265	Adjustments due to fraud in May and June
05/21/2018	Sale Reversal	-12.00	10-1118-4265	Adjustments due to fraud in May and June
05/31/2018	Sale Reversal	-5.00	10-1118-4265	Adjustments due to fraud in May and June
06/03/2018	Sale Reversal	-5.00	10-1118-4265	Adjustments due to fraud in May and June
06/28/2018	Sanders True Value Hardw	314.95	10-1131-4403	Backpack blower for thermo work
06/29/2018	Sanders True Value Hardw	7.52	10-1121-4233	Propane for PD grill
07/11/2018	Sanders True Value Hardw	48.46	10-1131-4403	Weed eater parts
07/11/2018	Sanders True Value Hardw	8.50	10-1131-4403	Weed eater parts
07/13/2018	Sanders True Value Hardw	28.57	80-8000-4586	Bike Park Drainage Piping, Drainage Caps
07/13/2018	Sanders True Value Hardw	29.71	80-8000-4586	Bike Park Drainage Piping Exchange
07/23/2018	Sanders True Value Hardw	9.88	10-1132-4207	Tuff Shed supplies
07/20/2018	Se Background Services	18.50	10-1110-4250	Volunteer Background check service fee
07/12/2018	Security Adjustment (Sa)	5.00	10-1118-4265	Adjustments due to fraud in May and June
07/12/2018	Security Adjustment (Sa)	5.00	10-1118-4265	Adjustments due to fraud in May and June
07/12/2018	Security Adjustment (Sa)	5.00	10-1118-4265	Adjustments due to fraud in May and June
07/20/2018	Sherlock S.R.L.	191.00	10-1121-4233	Tracking device for bike thefts
07/06/2018	Silkletter	861.40	90-0090-1651	Water bottle order
07/24/2018	Sinclair Broadcast Group	3,020.00	10-1118-4265	Advertorial travelogue
07/23/2018	Ski Country Shell & Towin	196.27	10-1133-4205	A/C recharge for #17-01
07/04/2018	Smk	26.00	10-1110-4250	Leadership training
07/13/2018	Smk	37.00	20-2000-5079	1 month Subscription to Survey Monkey
07/13/2018	Sos Socks	660.00	10-1150-4602	Socks for sports camp participants
07/18/2018	Sos Socks	781.05	10-1150-4602	Socks for sports camp participants
07/13/2018	Sp * Schoppys Since 1	112.84	90-9000-4890	Sandcastle Competition Trophies
07/11/2018	Specialty Store Services	98.55	10-1125-4233	Gift Shop Bags
07/16/2018	Spectrum Mobile Services	75.00	10-1110-4203	Cellphone support
07/03/2018	Spotlight Eastern	740.61	10-1118-4265	BBQ 2 week cable tv campaign
07/04/2018	Sprint *wireless	997.73	10-1110-4203	TH cell
07/04/2018	Sprint *wireless	81.64	40-4000-4203	WTP Cell
07/04/2018	Sprint *wireless	461.17	90-9000-4203	Marina cell
07/17/2018	Sq *a.M. Locksmiths, Inc.	190.00	10-1133-4205	Key extract for #11-02
07/12/2018	Sq *glass Art Co /	490.00	10-1140-4804	Engraving of 4th of July trophies
07/11/2018	Sq *high Altitude Repair	201.66	40-4000-4206	Chainsaw repair
07/24/2018	Sq *high Altitude Repair	150.92	40-4000-4206	Chainsaw repair

06/30/2018	Stapls7199679223000002	0.04	10-1110-4233	Toner Recycling Boxes (2)
06/30/2018	Stapls7200217608000001	9.99	10-1114-4233	Calculator Ribbon
06/30/2018	Stapls7200217608000001	457.37	10-1110-4233	Gen'l Office Supplies (Copy Paper Stock Refilled)
06/30/2018	Stapls7200217608000002	18.49	10-1110-4233	Gen'l Office Supplies (Packing Tape Dispenser)
07/06/2018	Stapls7200437480000001	34.03	10-1114-4233	Kelsey Moorhouse - Wireless Keyboard/Mouse/Scissors/Receipt Book
07/06/2018	Stapls7200437480000001	3.53	10-1110-4233	Pendaflex Labels (letter and legal)
07/10/2018	Stapls7200615269000001	34.51	90-9000-4200	Office Supplies
07/10/2018	Stapls7200615269000002	27.99	90-9000-4200	Office Supplies
07/12/2018	Stapls7200787166000001	33.48	10-1110-4233	Binder Clips/Emergen-C Packets/Mail Room Holder
07/20/2018	Stapls7200787166000003	36.59	10-1119-4233	Laser Pointer
07/19/2018	Stapls7201190709000001	24.99	10-1114-4233	Office fan
07/19/2018	Stapls7201190709000001	65.90	10-1110-4233	Tissues, etc.
07/25/2018	Starbucks Store 05372	50.00	10-1110-4650	Peak Award gift cards -Q3
07/09/2018	Sterling Backcheck	505.05	10-1110-4250	Background check
07/02/2018	Street Media Group	9,455.00	90-9000-4265	Summit Stage interior and exterior ads and Breck Free Ride ads for Frisco Bay Marina
07/06/2018	Summit Paint And Stain	26.25	10-1132-4207	Planning Department projects
07/06/2018	Sunbelt	1,242.30	90-0090-1651	Sunglasses for Retail
07/16/2018	Sysco Denver	530.67	90-0090-1651	Marina - retail icecream
07/02/2018	Tattoo Mfg Tattoo Mfg	-250.00	10-1140-4804	Temporary Tattoo Refund
07/05/2018	Tce	336.12	10-1110-4250	Legal Posters
06/29/2018	The Island Grill	287.50	90-9000-4890	Food for Timberline Regatta
07/02/2018	The Key People Co	525.00	10-1160-4477	June Cleaning for FAP Day Lodge
07/02/2018	The Key People Co	290.00	10-1170-4477	June Cleaning for Nordic Restrooms
07/09/2018	The Key People Co	2,170.00	10-1132-4207	July cleaning services
07/13/2018	The Key People Co	1,560.00	10-1140-4804	Special Cleaning of Town Hall, VIC and Marina on 4th of July
07/19/2018	The Key People Co	63.25	10-1160-4477	Special Event for Frisco Day Lodge
07/12/2018	The Mirage - Advance Dep	191.61	10-1115-4227	NEOGOv Conference- Lodging
07/08/2018	The Prop Shop	274.03	90-9000-4208	Propellers for rental fleet.
07/10/2018	The Prop Shop	577.56	90-9000-4208	Propellers for rental fleet.
07/03/2018	The Publishing House	1,500.00	10-1118-4265	Thirst Colorado ad for Fall Fest
07/05/2018	The Ups Store 1378	31.44	80-8000-4202	Shipping Magazines
07/02/2018	Thyssenkrupp - Eagle	1,306.01	10-1132-4207	Elevator service
07/02/2018	Tlo Transunion	25.00	10-1121-4210	Monthly data base subscription
07/12/2018	Tm	298.89	10-1160-4205	Fraudulent Charge
07/16/2018	Tm	367.49	10-1160-4205	Fraudulent Charge
06/29/2018	Tos Recreation Center	159.00	10-1150-4605	Swimming field trip

07/02/2018	Tos Recreation Center	86.50	10-1150-4605	Fun Club Swimming
07/06/2018	Tos Recreation Center	66.50	10-1150-4605	Fun Club Swimming
07/09/2018	Tos Recreation Center	66.00	10-1150-4605	Fun Club Swimming
07/13/2018	Tos Recreation Center	29.00	10-1150-4605	Fun Club Swimming
07/16/2018	Tos Recreation Center	81.00	10-1150-4605	Fun Club Swimming
07/20/2018	Tos Recreation Center	37.00	10-1150-4605	Fun Club Swimming
07/23/2018	Tos Recreation Center	56.00	10-1150-4605	Swimming for Fun Club
07/21/2018	Treatment Technology	469.30	40-4000-4277	Chemicals for Water Treatment Plant
07/19/2018	Tri Co Fire Protection	1,452.50	10-1132-4207	Fire extinguisher inspections
07/19/2018	Tri Co Fire Protection	746.50	40-4000-4250	Fire extinguisher inspections
07/11/2018	Triangle Electric Inc	865.88	80-8000-4589	PRA irrigation power repair
07/13/2018	Untd Rntls 180214	3,892.02	10-1140-4869	Power supplies for BBQ
07/13/2018	Untd Rntls 180214	1,170.67	10-1140-4804	Light Towers for 4th of July
07/17/2018	Uptown On Main	164.65	10-1118-4227	Lunch meeting
07/10/2018	Usa Blue Book	353.12	40-4000-4201	Plant/lab supplies
06/29/2018	Uscleanpro.Com	464.00	10-1125-4477	Custodial Services
06/28/2018	Usps Po 0733840210	33.30	10-1114-4202	Postage - Submit GFOA Awards
07/09/2018	Usps Po 0733840210	46.50	80-8000-4418	Postcard stamps and International stamps for resale
07/10/2018	Usps Po 0733840210	12.50	10-1125-4202	Postage-Shipping
07/18/2018	Usps Po 0733840210	10.20	80-8000-4588	Mailing prizes for frisco triathlon
07/19/2018	Usps Po 0733840210	7.90	80-8000-4588	Mailing prizes for frisco triathlon
07/02/2018	Vermont Systems Inc	386.24	10-1110-4704	Software support contract - General Gov't -FAP/Programs
07/02/2018	Vermont Systems Inc	193.13	80-8000-4704	Software support contract- Info Center
07/02/2018	Vermont Systems Inc	193.13	90-9000-4704	Software support contract - Marina
07/18/2018	Vieco Inc. Dba Promotionc	1,357.34	80-8000-4588	Cowbells for summer races
07/12/2018	Vision Graphics	548.63	20-2000-5079	Printing of postcards for PO Boxes to advertise Community Plan Kickoff
07/19/2018	Vision Graphics	431.82	10-1140-4868	5,000 Hogback discount coupon cards for shuttle parking at BBQ Challenge
07/20/2018	Vision Graphics	1,396.22	10-1125-4221	Museum Brochure Printing
07/09/2018	Vistapr*vistaprint.Com	47.99	10-1121-4233	Business cards
07/15/2018	Vzwrlls*apocc Visb	25.88	40-4000-4203	WTP cell
07/15/2018	Vzwrlls*apocc Visb	403.49	10-1110-4203	All other cell
07/03/2018	Vzwrlls*my Vz Vn P	65.00	10-1110-4203	Personal Cell Phone Stipend
07/06/2018	Vzwrlls*my Vz Vn P	70.00	10-1110-4203	Personal Cell Phone Stipend
07/12/2018	Vzwrlls*my Vz Vn P	52.80	10-1110-4203	Personal Cell Phone Stipend
07/07/2018	Vzwrlls*my Vz Vw P	65.50	10-1110-4203	Personal Cell Phone Stipend
07/14/2018	Vzwrlls*my Vz Vw P	35.00	10-1110-4203	Personal Cell Phone Stipend
07/20/2018	Vzwrlls*my Vz Vw P	70.00	10-1110-4203	Personal Cell Phone Stipend
07/21/2018	Vzwrlls*my Vz Vw P	70.00	10-1110-4203	Personal Cell Phone Stipend
07/16/2018	Wagner Equip Co Parts	112.83	10-1133-4205	Service kit for #10-04

07/18/2018	Wagner Rents	2,650.68	80-8000-4585	Genie for xmas lights
07/23/2018	Wagner Rents Silverthorn	104.50	10-1133-4205	Paint
07/26/2018	Wagner Rents Silverthorn	13.28	10-1133-4205	Cutter pins
06/28/2018	Wal-Mart #0986	31.81	10-1132-4207	Community Center laminate
06/29/2018	Wal-Mart #0986	55.26	10-1111-4229	Council Parade Candy
06/29/2018	Wal-Mart #0986	12.97	40-4000-4200	File storage boxes
06/29/2018	Wal-Mart #0986	59.52	10-1121-4233	Fans for PD
06/29/2018	Wal-Mart #0986	9.96	10-1150-4602	Treats for Adventure Camp
06/29/2018	Wal-Mart #0986	223.55	10-1110-4233	Office supplies
07/02/2018	Wal-Mart #0986	41.20	10-1132-4207	Employee housing repairs
07/03/2018	Wal-Mart #0986	297.62	10-1140-4804	July 4th Fishing Derby prizes for all 4 age groups
07/03/2018	Wal-Mart #0986	247.91	10-1140-4804	New ipod for Patriotic music and 1st aid supplies for fishing derby
07/03/2018	Wal-Mart #0986	129.02	10-1150-4605	Activity Supplies
07/03/2018	Wal-Mart #0986	10.00	10-1132-4207	Weed spray
07/03/2018	Wal-Mart #0986	100.00	10-1110-4650	Peak Award gift cards -Q3
07/05/2018	Wal-Mart #0986	5.85	10-1132-4207	Planning Department projects
07/05/2018	Wal-Mart #0986	18.97	80-8000-4589	Ladder for flower crew
07/05/2018	Wal-Mart #0986	9.25	80-8000-4233	First Aid Supplies
07/06/2018	Wal-Mart #0986	18.86	20-2000-5079	Materials for Community Plan Kickoff (posters, chalk, xacto knife, glue)
07/11/2018	Wal-Mart #0986	46.84	90-9000-4201	Lubricant and Degreaser for shop. Ratchet straps for docks.
07/12/2018	Wal-Mart #0986	42.38	90-9000-4890	Tenant breakfast
07/12/2018	Wal-Mart #0986	21.12	10-1150-4605	Activity Supplies
07/13/2018	Wal-Mart #0986	38.94	80-8000-4477	Restroom Supply
07/16/2018	Wal-Mart #0986	53.70	10-1132-4207	Boiler repair
07/16/2018	Wal-Mart #0986	12.88	10-1131-4403	Paint rollers
07/17/2018	Wal-Mart #0986	12.65	10-1132-4207	Town Hall repairs
07/17/2018	Wal-Mart #0986	18.88	10-1110-4229	All Staff Meeting - lunch
07/17/2018	Wal-Mart #0986	14.08	10-1150-4605	Activity Supplies
07/19/2018	Wal-Mart #0986	7.12	10-1132-4207	Panic buttons
07/19/2018	Wal-Mart #0986	56.28	10-1131-4403	Weed killer for sidewalks
07/23/2018	Wal-Mart #0986	9.97	10-1125-4207	Hardware
07/24/2018	Wal-Mart #0986	22.50	10-1111-4229	Council Supplies
07/24/2018	Wal-Mart #0986	129.63	10-1150-4605	Activity Supplies
07/25/2018	Wal-Mart #0986	217.42	10-1150-4605	Activity Supplies
07/25/2018	Wal-Mart #0986	93.15	10-1110-4233	Poster frames (x2) and memory sticks (x2)
07/26/2018	Wal-Mart #0986	3.52	80-8000-4589	Note pads
07/26/2018	Wal-Mart #0986	67.12	10-1160-4480	18 Cases La Croix for Hannah Taylor Celebration of Life
06/29/2018	Wal-Mart #986	36.59	10-1131-4403	Tools
07/02/2018	Wal-Mart #986	14.30	90-9000-4200	Office Supplies
07/02/2018	Wal-Mart #986	90.61	10-1140-4804	4th of July Staff food
07/03/2018	Wal-Mart #986	24.54	10-1132-4207	Planning Department projects
07/03/2018	Wal-Mart #986	126.65	90-9000-4477	Bathroom soap and janitorial supplies
07/03/2018	Wal-Mart #986	32.85	80-8000-4589	Paint; Flower supplies
07/04/2018	Wal-Mart #986	50.76	10-1140-4804	July 4th Fishing Derby prizes for all 4 age groups
07/05/2018	Wal-Mart #986	2.94	10-1150-4602	Supplies for adventure camp
07/05/2018	Wal-Mart #986	21.68	10-1140-4827	Ice - Concert in the Park
07/05/2018	Wal-Mart #986	43.35	10-1140-4827	Ice - Concert in the Park
07/06/2018	Wal-Mart #986	16.88	40-4000-4200	File storage boxes
07/06/2018	Wal-Mart #986	52.87	10-1150-4602	supplies for adventure camp
07/09/2018	Wal-Mart #986	59.89	90-9000-4200	Office Supplies
07/09/2018	Wal-Mart #986	10.90	10-1150-4602	Supplies for adventure camp
07/09/2018	Wal-Mart #986	3.96	20-2000-5079	Spray paint for Community Plan Kickoff
07/11/2018	Wal-Mart #986	115.02	10-1150-4602	Supplies for adventure camp

07/13/2018	Wal-Mart #986	43.28	10-1150-4605	Activity Supplies
07/15/2018	Wal-Mart #986	48.29	90-9000-4200	Office Supplies
07/17/2018	Wal-Mart #986	214.24	10-1110-4229	All Staff Meeting - lunch
07/17/2018	Wal-Mart #986	25.81	10-1133-4205	Battery; Clipboard
07/17/2018	Wal-Mart #986	218.92	10-1133-4205	Oil; Antifreeze
07/19/2018	Wal-Mart #986	29.84	10-1132-4207	Folding table
07/19/2018	Wal-Mart #986	49.30	10-1110-4229	All Staff Meeting - Lunch
07/19/2018	Wal-Mart #986	37.34	10-1110-4233	TOF greeting cards
07/23/2018	Wal-Mart #986	48.86	10-1132-4207	Public Works supplies
07/25/2018	Wal-Mart #986	11.32	10-1132-4207	Employee housing repairs
07/26/2018	Wal-Mart #986	21.76	10-1160-4480	Supplies for Hannah Taylor Celebration of Life
07/26/2018	Wal-Mart #986	59.39	10-1160-4234	First Aid Supplies for FAP First Aid Room
06/30/2018	Waste Mgmt Wm Ezpay	126.00	10-1160-4401	Recycling for FAP Day Lodge and Nordic Center
06/30/2018	Waste Mgmt Wm Ezpay	377.33	10-1160-4401	Trash Removal for FAP Day Lodge and Nordic Center
06/30/2018	Waste Mgmt Wm Ezpay	241.52	10-1132-4207	1st & Main trash service
07/05/2018	Waste Mgmt Wm Ezpay	367.43	90-9000-4401	Trash and Recycling service
07/05/2018	Waste Mgmt Wm Ezpay	253.60	10-1132-4207	Old Town Hall trash service
07/05/2018	Waste Mgmt Wm Ezpay	354.72	10-1132-4207	Town Hall trash service
07/05/2018	Waste Mgmt Wm Ezpay	148.24	10-1132-4207	Historic Park trash service
07/12/2018	Waste Mgmt Wm Ezpay	1,025.64	10-1140-4869	Waste Removal at BBQ
07/12/2018	Waste Mgmt Wm Ezpay	825.00	10-1140-4869	Waste Removal at BBQ
07/12/2018	Waste Mgmt Wm Ezpay	550.00	10-1140-4869	Waste Removal at BBQ
07/17/2018	Water World - Online -	618.05	10-1150-4605	Fun Club Field Trip
07/17/2018	Water World - Online -	394.70	10-1150-4605	Fun Club Field Trip
07/17/2018	Water World - Online -	78.94	10-1150-4605	Fun Club Field Trip
07/06/2018	Wateredco	250.00	40-4000-4210	Water Education membership renewal
07/26/2018	Wav*xcelitek Llc	1,900.00	10-1118-4655	Webcam repair
07/25/2018	West Marine #400	269.97	90-9000-4201	New wash down pump for pump out barge.
07/03/2018	Westerneaglewecmrd	135.00	10-1150-4605	Fun Club Field Trip
07/05/2018	Westerneaglewecmrd	160.00	10-1150-4605	Fun Club Field Trip
07/25/2018	Which Wich #425	50.00	10-1110-4650	Peak Award gift cards -Q3
07/03/2018	Wholefids Fco #10470	100.00	10-1110-4650	Peak Award gift cards -Q3
07/03/2018	Wholefids Fco #10470	100.00	10-1110-4650	Peak Award gift cards -Q3
07/10/2018	Wholefids Fco #10470	28.85	10-1111-4229	Council Supplies
07/13/2018	Wholefids Fco #10470	35.94	80-8000-4588	Snacks for frisco triathlon staff.
07/19/2018	Wholefids Fco #10470	27.76	10-1119-4306	Planning Commission Dinner 07/19/2018
07/24/2018	Wholefids Fco #10470	44.47	10-1111-4229	Council Supplies
07/19/2018	Wichita Energy Company	106.88	90-9000-4201	Clips for winch on work barge.

\$214,393.35

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
A M LOCKSMITH							
180	A M LOCKSMITH	13186	Town of Frisco	03/27/2018	141.00	141.00	07/06/2018
180	A M LOCKSMITH	13239	Town of Frisco	05/31/2018	150.00	150.00	07/06/2018
180	A M LOCKSMITH	13240	Town of Frisco	04/16/2018	215.00	215.00	07/06/2018
180	A M LOCKSMITH	13270	Town of Frisco	05/18/2018	88.00	88.00	07/06/2018
180	A M LOCKSMITH	13372	Town of Frisco	06/12/2018	117.90	117.90	07/06/2018
Total A M LOCKSMITH:					711.90	711.90	
ACORN PETROLEUM INC.							
410	ACORN PETROLEUM INC.	000904425	Bill to Number 756501 - Shop (Oil	06/12/2018	452.20	452.20	07/06/2018
410	ACORN PETROLEUM INC.	000904425	Bill to Number 756501 - Shop (Oil	06/12/2018	452.20	452.20	07/06/2018
410	ACORN PETROLEUM INC.	000904425	Bill to Number 756501 - Shop (Oil	06/12/2018	452.20	452.20	07/06/2018
410	ACORN PETROLEUM INC.	000904425	Bill to Number 756501 - Shop (Oil	06/12/2018	452.20	452.20	07/06/2018
410	ACORN PETROLEUM INC.	000904425	Bill to Number 756501 - Shop (Oil	06/12/2018	452.20	452.20	07/06/2018
410	ACORN PETROLEUM INC.	000904536	Bill To Number 756501	06/13/2018	1,851.51	1,851.51	07/05/2018
410	ACORN PETROLEUM INC.	000904877	Bill to Number 756501 - Marina	06/15/2018	1,696.26	1,696.26	07/05/2018
410	ACORN PETROLEUM INC.	000904879	Bill to Number 756501 - Marina	06/15/2018	608.22	608.22	07/05/2018
410	ACORN PETROLEUM INC.	000905678	Bill to Number 756501 - Marina	06/18/2018	1,588.14	1,588.14	07/05/2018
410	ACORN PETROLEUM INC.	000905976	Bill to Number 756501 - Shop	06/20/2018	2,966.48	2,966.48	07/05/2018
410	ACORN PETROLEUM INC.	000906288	Bill to Number 756501 - Marina	06/22/2018	1,334.71	1,334.71	07/06/2018
410	ACORN PETROLEUM INC.	000906460	Bill to Number 756501 - Marina	06/25/2018	1,131.97	1,131.97	07/06/2018
410	ACORN PETROLEUM INC.	000906884	Bill to Number 756501 - Shop	06/27/2018	3,778.38	3,778.38	07/06/2018
410	ACORN PETROLEUM INC.	000907867	Bill to Number 756501 - Marina	06/29/2018	1,976.71	1,976.71	07/06/2018
410	ACORN PETROLEUM INC.	000907955	Bill to Number 756501 - Marina	07/02/2018	2,388.95	2,388.95	07/06/2018
410	ACORN PETROLEUM INC.	000908268	Bill to Number 756501 - Shop	07/05/2018	1,539.01	1,539.01	07/20/2018
410	ACORN PETROLEUM INC.	000908547	Bill to Number 756501 - Marina	07/06/2018	1,892.24	1,892.24	07/20/2018
410	ACORN PETROLEUM INC.	000908791	Bill to Number 756501 - Marina	07/09/2018	2,507.23	2,507.23	07/20/2018
410	ACORN PETROLEUM INC.	000909099	Bill to Number 756501 - Shop	07/11/2018	2,669.94	2,669.94	07/20/2018
Total ACORN PETROLEUM INC.:					30,190.75	30,190.75	
ADVOCATES FOR VICTIMS							
520	ADVOCATES FOR VICTIMS	BBQ 2018	BBQ 2018 MOU	07/01/2018	8,500.00	8,500.00	07/06/2018
520	ADVOCATES FOR VICTIMS	BBQ 2018	BBQ 2018 Kicker	07/01/2018	1,850.00	1,850.00	07/06/2018
520	ADVOCATES FOR VICTIMS	BBQ 2018	BBQ 2018 Donated Hogbacks	07/01/2018	12.00	12.00	07/06/2018
Total ADVOCATES FOR VICTIMS:					10,362.00	10,362.00	
AFLAC							
550	AFLAC	404487	Account Number FH181	07/12/2018	177.58	177.58	07/20/2018
Total AFLAC:					177.58	177.58	
ALPENROSE PRESS							
860	ALPENROSE PRESS	10010702	Books - Gift Shop	07/02/2018	89.82	89.82	07/20/2018
Total ALPENROSE PRESS:					89.82	89.82	
ARLIN GOSS							
1823	ARLIN GOSS	10805231	Personal Protective Equipment R	07/17/2018	55.00	55.00	07/20/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total ARLIN GOSS:					55.00	55.00	
ASPEN HISTORICAL SOCIETY							
1935	ASPEN HISTORICAL SOCIETY	7.1.18	Founder's Day Performers	07/01/2018	3,500.00	3,500.00	07/05/2018
Total ASPEN HISTORICAL SOCIETY:					3,500.00	3,500.00	
B PUBLIC RELATIONS LLC							
2192	B PUBLIC RELATIONS LLC	2209	Monthly Retainer - June 2018	06/14/2018	2,500.00	2,500.00	07/05/2018
2192	B PUBLIC RELATIONS LLC	2238	Monthly Retainer - July 2018	07/16/2018	2,500.00	2,500.00	07/20/2018
Total B PUBLIC RELATIONS LLC:					5,000.00	5,000.00	
BG BUILDING WORKS							
2197	BG BUILDING WORKS	0056503	Project No: 09974.00	06/05/2018	4,960.00	4,960.00	07/05/2018
Total BG BUILDING WORKS:					4,960.00	4,960.00	
BIFF AMERICA INC.							
2735	BIFF AMERICA INC.	BBQ2018	MC Firefighters Cookoff	06/21/2018	200.00	200.00	07/05/2018
Total BIFF AMERICA INC.:					200.00	200.00	
BILL ROBINSON							
2845	BILL ROBINSON	070418	1st Place Business - 4th of July 2	07/10/2018	100.00	100.00	07/10/2018
Total BILL ROBINSON:					100.00	100.00	
BLAZE EBBINGHAUS							
2983	BLAZE EBBINGHAUS	158741	PPE Reimbursement	06/19/2018	49.38	49.38	07/20/2018
Total BLAZE EBBINGHAUS:					49.38	49.38	
BLOSSOM G. ABING							
2985	BLOSSOM G. ABING	070418	Face Painting - 4th of July	06/29/2018	540.00	540.00	07/05/2018
Total BLOSSOM G. ABING:					540.00	540.00	
BLUE RIVER HORSE SANCTUARY							
3012	BLUE RIVER HORSE SANCTUA	070418	2nd Place Animal - 4th of July 201	07/10/2018	50.00	50.00	07/10/2018
Total BLUE RIVER HORSE SANCTUARY:					50.00	50.00	
BOBBYCAT							
3160	BOBBYCAT	7792	Re-Sod FAP Great Lawn	07/03/2018	7,140.00	7,140.00	07/05/2018
Total BOBBYCAT:					7,140.00	7,140.00	
BONNIE D. MOINET							
3210	BONNIE D. MOINET	9102022572	Cell Phone Stipend	06/07/2018	70.00	70.00	07/05/2018
3210	BONNIE D. MOINET	JUNE2018	Personal Cell Phone	07/07/2018	70.00	70.00	07/20/2018
Total BONNIE D. MOINET:					140.00	140.00	
BRIANNA LEYVA							
3725	BRIANNA LEYVA	BBQ 2018 - A	BBQ Vendor	07/17/2018	2,030.54	2,030.54	07/20/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BRIANNA LEYVA:					2,030.54	2,030.54	
BROWNS HILL ENGINEERING & CONTROLS							
3810	BROWNS HILL ENGINEERING &	15047	Service Work at Water Treatment	06/01/2018	942.80	942.80	07/05/2018
Total BROWNS HILL ENGINEERING & CONTROLS:					942.80	942.80	
CAROL ORR							
4371	CAROL ORR	7/19/2018	Cemetery Monument - Deposit Re	07/19/2018	500.00	500.00	07/20/2018
Total CAROL ORR:					500.00	500.00	
CHAD MOST							
4760	CHAD MOST	EOM JUNE 20	Employee of the Month Award - C	07/12/2018	50.00	50.00	07/19/2018
Total CHAD MOST:					50.00	50.00	
CIRSA							
5440	CIRSA	181253	Quarterly Contribution	07/01/2018	35,229.00	35,229.00	07/05/2018
Total CIRSA:					35,229.00	35,229.00	
CLEARECOS							
5637	CLEARECOS	062018	BBQ Grease Recycling	06/19/2018	600.00	600.00	07/05/2018
Total CLEARECOS:					600.00	600.00	
CODEGEEK.NET							
6707	CODEGEEK.NET	2018-565	Website Maintenance and Hosting	07/02/2018	344.00	344.00	07/05/2018
6707	CODEGEEK.NET	2018-565	Intranet Build	07/02/2018	262.50	262.50	07/05/2018
Total CODEGEEK.NET:					606.50	606.50	
COLORADO ANGLER							
5761	COLORADO ANGLER	070418	3rd Place Business - 4th of July 2	07/10/2018	25.00	25.00	07/10/2018
Total COLORADO ANGLER:					25.00	25.00	
COLORADO DEPARTMENT OF REVENUE							
6110	COLORADO DEPARTMENT OF	2ND QTR 2018	2ND QTR SALES TAX - ACCT#0	07/19/2018	19,092.32	19,092.32	07/20/2018
6110	COLORADO DEPARTMENT OF	2ND QTR 2018	2ND QTR SALES TAX - ACCT#05	07/19/2018	645.92	645.92	07/20/2018
6110	COLORADO DEPARTMENT OF	2ND QTR 2018	2ND QTR SALES TAX - ACCT#05	07/19/2018	2,605.99	2,605.99	07/20/2018
6110	COLORADO DEPARTMENT OF	2ND QTR 2018	2ND QTR SALES TAX - ACCT#05	07/19/2018	96.59	96.59	07/20/2018
6110	COLORADO DEPARTMENT OF	2ND QTR 2018	2ND QTR SALES TAX - ACCT#05	07/19/2018	153.53	153.53	07/20/2018
6110	COLORADO DEPARTMENT OF	2ND QTR 2018	2ND QTR SALES TAX - ACCT#05	07/19/2018	117.90	117.90	07/20/2018
6110	COLORADO DEPARTMENT OF	2ND QTR 2018	2ND QTR SALES TAX - ACCT#05	07/19/2018	69.69	69.69	07/20/2018
Total COLORADO DEPARTMENT OF REVENUE:					22,781.94	22,781.94	
COPPER MOUNTAIN TRANSPORTATION							
7375	COPPER MOUNTAIN TRANSPOR	61518-61618	Copper Buses for BBQ	06/19/2018	2,200.00	2,200.00	07/05/2018
Total COPPER MOUNTAIN TRANSPORTATION:					2,200.00	2,200.00	
COPY COPY							
7400	COPY COPY	116961	Copies	05/25/2018	24.00	24.00	07/06/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total COPY COPY:					24.00	24.00	
COUNTY ROAD ONE BAND							
7465	COUNTY ROAD ONE BAND	070518	Founders Day Entertainment	07/06/2018	500.00	500.00	07/20/2018
Total COUNTY ROAD ONE BAND:					500.00	500.00	
DELLENBACH MOTORS							
8780	DELLENBACH MOTORS	90610	2018 Chevrolet Silverado	06/19/2018	27,454.00	27,454.00	07/20/2018
8780	DELLENBACH MOTORS	90610	2018 Chevrolet Silverado	06/19/2018	27,454.00	27,454.00	07/20/2018
Total DELLENBACH MOTORS:					54,908.00	54,908.00	
DIANE MCBRIDE							
9110	DIANE MCBRIDE	0503-0602	Reimburse Personal Cell Phone	06/21/2018	70.00	70.00	07/05/2018
Total DIANE MCBRIDE:					70.00	70.00	
DIRECTPATH							
9255	DIRECTPATH	AT40065	Town of Frisco	07/01/2018	243.20	243.20	07/05/2018
Total DIRECTPATH:					243.20	243.20	
DPC INDUSTRIES, INC.							
9580	DPC INDUSTRIES, INC.	737002608-18	Customer No. 73171400	06/27/2018	538.95	538.95	07/20/2018
Total DPC INDUSTRIES, INC.:					538.95	538.95	
ERIC SHUMAKER							
10328	ERIC SHUMAKER	243871	Frisco Triathlon Refund	06/25/2018	50.00	50.00	07/05/2018
Total ERIC SHUMAKER:					50.00	50.00	
EVERGREENS SKATEPARKS LLC							
10495	EVERGREENS SKATEPARKS LL	1161	Town of Frisco	07/03/2018	155,500.00	155,500.00	07/20/2018
Total EVERGREENS SKATEPARKS LLC:					155,500.00	155,500.00	
FAMILY SUPPORT REGISTRY							
10630	FAMILY SUPPORT REGISTRY	04577912-6/29	Remittance Identifier 04577912	06/29/2018	262.80	262.80	07/06/2018
10630	FAMILY SUPPORT REGISTRY	04577912-7/13	Remittance Identifier 04577912	07/13/2018	262.80	262.80	07/20/2018
10630	FAMILY SUPPORT REGISTRY	07777691-6/29	Remittance Identifier 07777691	06/29/2018	208.15	208.15	07/06/2018
10630	FAMILY SUPPORT REGISTRY	07777691-7/13	Remittance Identifier 07777691	07/13/2018	208.15	208.15	07/20/2018
Total FAMILY SUPPORT REGISTRY:					941.90	941.90	
FEI ENGINEERS INC.							
10722	FEI ENGINEERS INC.	6692	Well #7 PRA Construction	06/30/2018	2,063.75	2,063.75	07/20/2018
Total FEI ENGINEERS INC.:					2,063.75	2,063.75	
FOOD HEDZ WORLD CAFE & CATERING							
11060	FOOD HEDZ WORLD CAFE & C	061518	BBQ Challenge Chef Demo	07/02/2018	1,000.00	1,000.00	07/05/2018
11060	FOOD HEDZ WORLD CAFE & C	07112018	Town Council Reception	07/03/2018	1,200.00	1,200.00	07/05/2018
Total FOOD HEDZ WORLD CAFE & CATERING:					2,200.00	2,200.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FREEDOM MAILING SERVICES INC.							
11260	FREEDOM MAILING SERVICES I	33844	Town of Frisco	06/15/2018	676.87	676.87	07/06/2018
11260	FREEDOM MAILING SERVICES I	34023	Town of Frisco	07/13/2018	854.37	854.37	07/20/2018
11260	FREEDOM MAILING SERVICES I	34023	Town of Frisco	07/13/2018	27.62	27.62	07/20/2018
Total FREEDOM MAILING SERVICES INC.:					1,558.86	1,558.86	
FRISCO SANITATION DISTRICT							
11530	FRISCO SANITATION DISTRICT	10011000-7/1/2	Account No. 10011000	07/01/2018	191.66	191.66	07/06/2018
11530	FRISCO SANITATION DISTRICT	10047000-7/1/	Account No. 10047000	07/01/2018	96.80	96.80	07/06/2018
11530	FRISCO SANITATION DISTRICT	10622000-7/1/	Account No. 10622000	07/01/2018	96.80	96.80	07/06/2018
11530	FRISCO SANITATION DISTRICT	10849000-7/1/	Account No. 10849000	07/01/2018	191.66	191.66	07/06/2018
11530	FRISCO SANITATION DISTRICT	10965000-7/1/	Account No. 10965000	07/01/2018	165.53	165.53	07/06/2018
11530	FRISCO SANITATION DISTRICT	11030000-7/1/2	Account No. 11030000	07/01/2018	67.76	67.76	07/06/2018
11530	FRISCO SANITATION DISTRICT	11204000-7/1/2	Account No. 11204000	07/01/2018	67.76	67.76	07/06/2018
11530	FRISCO SANITATION DISTRICT	11297000-7/1/2	Account No. 11297000	07/01/2018	68.73	68.73	07/06/2018
11530	FRISCO SANITATION DISTRICT	11689000-7/1/2	Account No. 11689000	07/01/2018	96.80	96.80	07/06/2018
11530	FRISCO SANITATION DISTRICT	11998000-7/1/2	Account No. 11998000	07/01/2018	872.17	872.17	07/06/2018
Total FRISCO SANITATION DISTRICT:					1,915.67	1,915.67	
G H DANIELS III & ASSOC							
11680	G H DANIELS III & ASSOC	CP060718	50% Final Payment for Flowers	06/07/2018	13,997.30	13,997.30	07/05/2018
Total G H DANIELS III & ASSOC:					13,997.30	13,997.30	
GAIL ABING							
11702	GAIL ABING	070418	Face Painting	06/29/2018	540.00	540.00	07/05/2018
Total GAIL ABING:					540.00	540.00	
GINGER EBBINGHAUS							
12137	GINGER EBBINGHAUS	172556	PPE Reimbursement	07/09/2018	59.95	59.95	07/20/2018
Total GINGER EBBINGHAUS:					59.95	59.95	
GIRLS ON THE RUN OF WESTERN COLORADO							
12165	GIRLS ON THE RUN OF WESTE	20185	Sponsorship of GOTR 5K 2018	07/05/2018	1,000.00	1,000.00	07/20/2018
Total GIRLS ON THE RUN OF WESTERN COLORADO:					1,000.00	1,000.00	
HBL CONSULTING INC.							
12970	HBL CONSULTING INC.	871	IT Services	07/09/2018	8,640.00	8,640.00	07/20/2018
Total HBL CONSULTING INC.:					8,640.00	8,640.00	
HIGH COUNTRY CONSERVATION CENTER							
13150	HIGH COUNTRY CONSERVATIO	BBQ 2018	BBQ 2018 - MOU	07/01/2018	6,500.00	6,500.00	07/06/2018
13150	HIGH COUNTRY CONSERVATIO	BBQ 2018	BBQ 2018 - Kicker	07/01/2018	1,850.00	1,850.00	07/06/2018
13150	HIGH COUNTRY CONSERVATIO	BBQ 2018	BBQ 2018 - Donated Hogbacks	07/01/2018	12.00	12.00	07/06/2018
Total HIGH COUNTRY CONSERVATION CENTER:					8,362.00	8,362.00	
HIGH COUNTRY CUSTOM IMPRESSION							
13160	HIGH COUNTRY CUSTOM IMPR	3022	BBQ Trophies and Ribbons	06/12/2018	1,905.00	1,905.00	07/05/2018
Total HIGH COUNTRY CUSTOM IMPRESSION:					1,905.00	1,905.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
HIGH COUNTRY HORSEMANSHIP							
13230	HIGH COUNTRY HORSEMANSH	070418	1st Place Animal - 4th of July 201	07/10/2018	100.00	100.00	07/10/2018
13230	HIGH COUNTRY HORSEMANSH	07042C	2nd Place Children's - 4th of July	07/10/2018	50.00	50.00	07/10/2018
Total HIGH COUNTRY HORSEMANSHIP:					150.00	150.00	
HIGH COUNTRY ICE							
13235	HIGH COUNTRY ICE	275672	50 Bag Ice 6/15/18	07/09/2018	75.00	75.00	07/20/2018
13235	HIGH COUNTRY ICE	275692	28 Bag Ice 6/22/18	07/09/2018	42.00	42.00	07/20/2018
13235	HIGH COUNTRY ICE	275709	Additional Ice	06/24/2018	1,700.00	1,700.00	07/05/2018
13235	HIGH COUNTRY ICE	817716	45 Bag Ice 5/16/18	07/09/2018	67.50	67.50	07/20/2018
13235	HIGH COUNTRY ICE	817740	56 Bag Ice 6/1/18	07/09/2018	84.00	84.00	07/20/2018
13235	HIGH COUNTRY ICE	948167	80 Bag Ice 7/2/18	07/09/2018	120.00	120.00	07/20/2018
Total HIGH COUNTRY ICE:					2,088.50	2,088.50	
HOMESTEAD SERVICES							
13618	HOMESTEAD SERVICES	P18240M1824	Refund Permit Fee	07/17/2018	121.68	121.68	07/20/2018
Total HOMESTEAD SERVICES:					121.68	121.68	
ICONIX CLOTHING							
13950	ICONIX CLOTHING	2857	Mountain Goat Race T-Shirts	07/06/2018	725.00	725.00	07/20/2018
Total ICONIX CLOTHING:					725.00	725.00	
INTEGRAL DESIGN GROUP INC.							
14220	INTEGRAL DESIGN GROUP INC	7560	Medical Coverage Form Printing	07/13/2018	120.50	120.50	07/20/2018
Total INTEGRAL DESIGN GROUP INC.:					120.50	120.50	
JEREMY SEIFKAS							
15385	JEREMY SEIFKAS	070418	3rd Place Vehicle - 4th of July 201	07/10/2018	25.00	25.00	07/10/2018
Total JEREMY SEIFKAS:					25.00	25.00	
JESSE RISCH							
15463	JESSE RISCH	0604-0606	Mileage Reimbursement	07/03/2018	158.48	158.48	07/05/2018
15463	JESSE RISCH	7/3/2018	Reimburse Training	07/03/2018	125.00	125.00	07/06/2018
Total JESSE RISCH:					283.48	283.48	
JOE FASSEL							
15707	JOE FASSEL	070418	1st Place Vehicle - 4th of July 201	07/10/2018	100.00	100.00	07/10/2018
Total JOE FASSEL:					100.00	100.00	
JOHN R BROKAW JR							
16016	JOHN R BROKAW JR	1	BBQ Emcee	06/16/2018	400.00	400.00	07/05/2018
Total JOHN R BROKAW JR:					400.00	400.00	
KRISTA STROHOFFER							
17355	KRISTA STROHOFFER	22395TE-7K	Temporary Easements - TAP Gran	07/17/2018	532.50	532.50	07/20/2018
Total KRISTA STROHOFFER:					532.50	532.50	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
KRISTIN LEIGH MASON							
17372	KRISTIN LEIGH MASON	PAYROLL 7/27/	Payroll DD Correction 7/27/2018	07/30/2018	250.00	250.00	07/30/2018
Total KRISTIN LEIGH MASON:					250.00	250.00	
KRONOS INCORPORATED							
17405	KRONOS INCORPORATED	11336992	Bill To: 6089328	07/06/2018	567.00	567.00	07/20/2018
Total KRONOS INCORPORATED:					567.00	567.00	
LASER GRAPHICS							
17745	LASER GRAPHICS	153686	Scorecard Books	06/28/2018	339.00	339.00	07/05/2018
Total LASER GRAPHICS:					339.00	339.00	
LAUGHING VALLEY RANCH LLC							
17760	LAUGHING VALLEY RANCH LLC	070118	Founder's Day Burro Rides	07/16/2018	1,080.00	1,080.00	07/20/2018
Total LAUGHING VALLEY RANCH LLC:					1,080.00	1,080.00	
LEADER'S EDGE CONSULTING INC.							
17937	LEADER'S EDGE CONSULTING	2317	Phone Coaching Session	06/28/2018	155.00	155.00	07/06/2018
17937	LEADER'S EDGE CONSULTING	2318	Phone Coaching Session	07/11/2018	310.00	310.00	07/20/2018
Total LEADER'S EDGE CONSULTING INC.:					465.00	465.00	
LEGALSHIELD							
18055	LEGALSHIELD	071518	Group#: 0148095	07/15/2018	296.05	296.05	07/20/2018
Total LEGALSHIELD:					296.05	296.05	
LETTER H STUDIO							
18165	LETTER H STUDIO	TOF6_25_18	Logo and Design for Community	06/25/2018	876.25	876.25	07/05/2018
Total LETTER H STUDIO:					876.25	876.25	
LINDA GETMAN							
18300	LINDA GETMAN	071718	Frisco Bay Marina	07/17/2018	2,000.00	2,000.00	07/20/2018
Total LINDA GETMAN:					2,000.00	2,000.00	
LOGANSIMPSON							
18475	LOGANSIMPSON	21959	Project No: 175513	06/29/2018	18,122.25	18,122.25	07/20/2018
Total LOGANSIMPSON:					18,122.25	18,122.25	
MARGARET H. FAESSEN							
18860	MARGARET H. FAESSEN	MAY2018	Personal Cell Phone Stipend	07/19/2018	35.00	35.00	07/20/2018
Total MARGARET H. FAESSEN:					35.00	35.00	
MARIA RESPINI-POLLARD							
18890	MARIA RESPINI-POLLARD	060718	Reimbure Mileage	07/11/2018	76.30	76.30	07/20/2018
Total MARIA RESPINI-POLLARD:					76.30	76.30	
MARLIN BUSINESS BANK							
19087	MARLIN BUSINESS BANK	16106028	Account Number 1489058	07/10/2018	313.79	313.79	07/20/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
19087	MARLIN BUSINESS BANK	16106028	Account Number 1489058	07/10/2018	1,882.75	1,882.75	07/20/2018
Total MARLIN BUSINESS BANK:					2,196.54	2,196.54	
MARTIN / MARTIN CONSULTING ENGINEERS							
19250	MARTIN / MARTIN CONSULTING	M17.1279-000	Project M17-1279 Pathway Projec	02/26/2018	4,200.00	4,200.00	07/05/2018
19250	MARTIN / MARTIN CONSULTING	M18.0378-000	Project M18.0378 Peninsula Recr	05/22/2018	8,125.00	8,125.00	07/05/2018
19250	MARTIN / MARTIN CONSULTING	M18.0378-000	Project M18.0378 Peninsula Recr	06/20/2018	1,650.00	1,650.00	07/20/2018
Total MARTIN / MARTIN CONSULTING ENGINEERS:					13,975.00	13,975.00	
MATTHEW STAIS ARCHITECTS							
19440	MATTHEW STAIS ARCHITECTS	3395	Frisco Bay Marina - Project: 1737	06/10/2018	17,317.89	17,317.89	07/05/2018
Total MATTHEW STAIS ARCHITECTS:					17,317.89	17,317.89	
MAVERICK SPORTS PROMOTIONS							
19505	MAVERICK SPORTS PROMOTIO	1160	Run the Rockies/Bacon Burner Ti	07/12/2018	3,050.00	3,050.00	07/20/2018
Total MAVERICK SPORTS PROMOTIONS:					3,050.00	3,050.00	
MIDDLE PARK WATER CONS DIST							
20130	MIDDLE PARK WATER CONS DI	132	Windy Gap Water Augmentation	05/01/2018	7,316.25	7,316.25	07/20/2018
20130	MIDDLE PARK WATER CONS DI	14	Windy Gap Water Augmentation	05/01/2018	1,250.00	1,250.00	07/20/2018
Total MIDDLE PARK WATER CONS DIST:					8,566.25	8,566.25	
MINDY ZABLOCKI							
20307	MINDY ZABLOCKI	052318	Reimburse Travel Expense	07/13/2018	70.85	70.85	07/20/2018
20307	MINDY ZABLOCKI	JUNE2018	Personal Cell Phone Stipend	07/03/2018	70.00	70.00	07/20/2018
20307	MINDY ZABLOCKI	MAY2018	Personal Cell Phone Stipend	07/03/2018	70.00	70.00	07/20/2018
Total MINDY ZABLOCKI:					210.85	210.85	
MINES AND ASSOCIATES INC.							
20308	MINES AND ASSOCIATES INC.	070118-23	Customer ID: FRISCO	07/01/2018	1,255.87	1,255.87	07/05/2018
Total MINES AND ASSOCIATES INC.:					1,255.87	1,255.87	
MONDO FOOD LLC							
20455	MONDO FOOD LLC	1476	Boxed Water	06/12/2018	2,159.10	2,159.10	07/05/2018
Total MONDO FOOD LLC:					2,159.10	2,159.10	
MOOSEJAW							
20560	MOOSEJAW	070418	2nd Place Business - 4th of July	07/10/2018	50.00	50.00	07/10/2018
Total MOOSEJAW:					50.00	50.00	
MOTION PICTURE LICENSING CORPORATION							
20621	MOTION PICTURE LICENSING	504151299	Movie License	05/31/2018	596.05	596.05	07/05/2018
Total MOTION PICTURE LICENSING CORPORATION:					596.05	596.05	
MOUNTAIN BEVERAGE COMPANY							
20650	MOUNTAIN BEVERAGE COMPA	W-8889784	Customer Account 316	06/20/2018	1,789.90	1,789.90	07/05/2018
20650	MOUNTAIN BEVERAGE COMPA	W-892263	Customer Account 316	08/23/2017	632.25-	632.25-	07/05/2018
20650	MOUNTAIN BEVERAGE COMPA	W-945721	Customer Account 316	06/15/2018	39,694.10	39,694.10	07/05/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
20650	MOUNTAIN BEVERAGE COMPA	W-948193	Customer Account 316	06/25/2018	15,494.35-	15,494.35-	07/05/2018
Total MOUNTAIN BEVERAGE COMPANY:					25,357.40	25,357.40	
MURRAY DAHL KUECHENMEISTER & RENAUD LLP							
20890	MURRAY DAHL KUECHENMEIS	14602	Matter No. 59875.00000	06/30/2018	12,842.16	12,842.16	07/20/2018
20890	MURRAY DAHL KUECHENMEIS	14603	Matter No. 59875.00010	06/30/2018	1,200.00	1,200.00	07/20/2018
20890	MURRAY DAHL KUECHENMEIS	14604	Matter No. 59875.23590	06/30/2018	438.75	438.75	07/20/2018
Total MURRAY DAHL KUECHENMEISTER & RENAUD LLP:					14,480.91	14,480.91	
MUTUAL OF OMAHA							
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	11.00	11.00	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	309.29	309.29	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	375.34	375.34	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	104.05	104.05	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	395.69	395.69	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	453.54	453.54	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	45.87	45.87	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	163.47	163.47	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	124.78	124.78	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	133.71	133.71	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	126.31	126.31	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	295.14	295.14	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	75.06	75.06	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	81.67	81.67	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	295.50	295.50	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	164.13	164.13	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	85.74	85.74	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	86.29	86.29	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	159.39	159.39	07/20/2018
20910	MUTUAL OF OMAHA	000747020450	Group ID: G000AF7V	06/15/2018	386.72	386.72	07/20/2018
Total MUTUAL OF OMAHA:					3,872.69	3,872.69	
NATHAN VOLBRECHT							
21087	NATHAN VOLBRECHT	0604-0606	Mileage Reimbursement	07/03/2018	79.24	79.24	07/05/2018
Total NATHAN VOLBRECHT:					79.24	79.24	
NICOLE LAROCHELLE							
21425	NICOLE LAROCHELLE	151	BBQ Map Edits	06/22/2018	403.75	403.75	07/05/2018
Total NICOLE LAROCHELLE:					403.75	403.75	
NORA GILBERTSON							
21470	NORA GILBERTSON	0524-0623	Personal Cell Phone Stipend	07/02/2018	70.00	70.00	07/05/2018
Total NORA GILBERTSON:					70.00	70.00	
NORRIS DESIGN INC.							
21520	NORRIS DESIGN INC.	01-24364	Project ID 0350-01-0003	05/31/2018	7,071.14	7,071.14	07/05/2018
21520	NORRIS DESIGN INC.	01-24752	Project ID 0350-01-0003	06/30/2018	4,028.68	4,028.68	07/20/2018
Total NORRIS DESIGN INC.:					11,099.82	11,099.82	
NORTH LINE GIS							
21530	NORTH LINE GIS	1884	Contract GIS Services	06/07/2018	1,120.00	1,120.00	07/05/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
21530	NORTH LINE GIS	1885	Maps for Races	06/07/2018	840.00	840.00	07/05/2018
Total NORTH LINE GIS:					1,960.00	1,960.00	
NV5 INC.							
21710	NV5 INC.	90718	Project No: 333117-0000142.00	06/11/2018	7,663.25	7,663.25	07/05/2018
21710	NV5 INC.	90727	Project No: 333118-0000158.00	06/11/2018	6,870.87	6,870.87	07/05/2018
21710	NV5 INC.	94045	Project No: 333118-0000158.00	07/11/2018	10,273.88	10,273.88	07/20/2018
Total NV5 INC.:					24,808.00	24,808.00	
OUTER RANGE INC.							
22035	OUTER RANGE INC.	001367	BBQ Beer	06/19/2018	5,800.00	5,800.00	07/05/2018
Total OUTER RANGE INC.:					5,800.00	5,800.00	
OZ ARCHITECTURE INC							
22085	OZ ARCHITECTURE INC	122758	Project No: 117119.00	06/13/2018	107.70	107.70	07/05/2018
Total OZ ARCHITECTURE INC:					107.70	107.70	
PEAK PERFORMANCES INC.							
19980	PEAK PERFORMANCES INC.	1402	4th of July Music	07/03/2018	11,450.00	11,450.00	07/20/2018
19980	PEAK PERFORMANCES INC.	1402	Concerts in the Park	07/03/2018	18,550.00	18,550.00	07/20/2018
Total PEAK PERFORMANCES INC.:					30,000.00	30,000.00	
PEAK RHYTHMS INC.							
22645	PEAK RHYTHMS INC.	694	4th of July Drum Circle	07/09/2018	750.00	750.00	07/20/2018
Total PEAK RHYTHMS INC.:					750.00	750.00	
PEPPINO'S PIZZA AND SUBS							
22730	PEPPINO'S PIZZA AND SUBS	MG 071018	Mountain Goats Pizza	07/10/2018	222.40	222.40	07/20/2018
22730	PEPPINO'S PIZZA AND SUBS	MG RACE - 06	Mountain Goats Pizza	06/26/2018	200.10	200.10	07/20/2018
Total PEPPINO'S PIZZA AND SUBS:					422.50	422.50	
PITKIN PINES TOWNHOMES ASSOCIATION							
23095	PITKIN PINES TOWNHOMES AS	22395TE-3PPT	Temporary Easement - TAP Grant	07/20/2018	740.00	740.00	07/20/2018
Total PITKIN PINES TOWNHOMES ASSOCIATION:					740.00	740.00	
PLAY-WELL TEKNOLOGIES							
23135	PLAY-WELL TEKNOLOGIES	DB15082	LEGO Camp	06/19/2018	6,550.00	6,550.00	07/05/2018
Total PLAY-WELL TEKNOLOGIES:					6,550.00	6,550.00	
POSTCORP.TV							
23245	POSTCORP.TV	PCT062018-1	BBQ Video Shoot & Production	06/21/2018	6,505.00	6,505.00	07/05/2018
Total POSTCORP.TV:					6,505.00	6,505.00	
QUALCORP ENGINEERING							
23660	QUALCORP ENGINEERING	3858	Town of Frisco	03/01/2018	900.00	900.00	07/05/2018
Total QUALCORP ENGINEERING:					900.00	900.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
REID ARCHITECTS INC.							
24035	REID ARCHITECTS INC.	FHP-2	Historic Preservation Consulting	07/14/2018	3,201.20	3,201.20	07/20/2018
Total REID ARCHITECTS INC.:					3,201.20	3,201.20	
ROBERT KERR							
24805	ROBERT KERR	246890	Pro Rated Refund for Summer Ra	06/30/2018	169.35	169.35	07/05/2018
Total ROBERT KERR:					169.35	169.35	
ROBERT RUSSO JR.							
24915	ROBERT RUSSO JR.	RACK2018	Locals Rack Discount	06/26/2018	24.00	24.00	07/05/2018
Total ROBERT RUSSO JR.:					24.00	24.00	
ROCKY MOUNTAIN RESERVE							
25115	ROCKY MOUNTAIN RESERVE	2163039	FSA/HSA Administration	07/10/2018	282.00	282.00	07/20/2018
Total ROCKY MOUNTAIN RESERVE:					282.00	282.00	
ROSHAMBO, LLC							
25497	ROSHAMBO, LLC	5996	Fall Fest Redesign	05/23/2018	420.00	420.00	07/05/2018
Total ROSHAMBO, LLC:					420.00	420.00	
SCHMIDT LAND SURVEYING INC.							
26045	SCHMIDT LAND SURVEYING IN	3928	Project 1942	06/11/2018	1,105.00	1,105.00	07/05/2018
Total SCHMIDT LAND SURVEYING INC.:					1,105.00	1,105.00	
SCOTT JAEGER							
26127	SCOTT JAEGER	22395TE-7S	Temporary Easements - TAP Gran	07/17/2018	532.50	532.50	07/20/2018
Total SCOTT JAEGER:					532.50	532.50	
SCOTT STAUFFER							
26148	SCOTT STAUFFER	070418	2nd Place Vehicle	07/10/2018	50.00	50.00	07/10/2018
Total SCOTT STAUFFER:					50.00	50.00	
SE GROUP							
26205	SE GROUP	32476	Project No: 18024001	07/05/2018	7,532.08	7,532.08	07/20/2018
Total SE GROUP:					7,532.08	7,532.08	
SIGN LANGUAGE XL							
26705	SIGN LANGUAGE XL	76504	Banners	06/13/2018	274.36	274.36	07/05/2018
26705	SIGN LANGUAGE XL	76505	Banners	06/13/2018	1,765.00	1,765.00	07/05/2018
26705	SIGN LANGUAGE XL	76506	Banners	06/13/2018	426.65	426.65	07/05/2018
26705	SIGN LANGUAGE XL	76507	Banners	06/13/2018	1,826.47	1,826.47	07/05/2018
26705	SIGN LANGUAGE XL	76508	Coroplasts	06/13/2018	1,062.38	1,062.38	07/05/2018
26705	SIGN LANGUAGE XL	76508	Banners	06/13/2018	78.00	78.00	07/05/2018
26705	SIGN LANGUAGE XL	77113	Banners	06/28/2018	386.29	386.29	07/05/2018
Total SIGN LANGUAGE XL:					5,819.15	5,819.15	
SOUTHERN WINE & SPIRITS OF COLORADO							
27180	SOUTHERN WINE & SPIRITS O	1744968	Customer # 16384	06/20/2018	204.44	204.44	07/24/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SOUTHERN WINE & SPIRITS OF COLORADO:					204.44	204.44	
SQUEEZE DESIGNZ LLC							
27325	SQUEEZE DESIGNZ LLC	1166	Graphic Design	06/29/2018	146.25	146.25	07/05/2018
Total SQUEEZE DESIGNZ LLC:					146.25	146.25	
STACY SHOMO							
27431	STACY SHOMO	243884	Frisco Triathlon Refund	06/25/2018	100.00	100.00	07/05/2018
Total STACY SHOMO:					100.00	100.00	
STEVEN BECK'S LIVING THE DREAM							
27727	STEVEN BECK'S LIVING THE D	070418	3rd Place Children's - 4th of July 2	07/10/2018	25.00	25.00	07/10/2018
Total STEVEN BECK'S LIVING THE DREAM:					25.00	25.00	
STRETCH							
27915	STRETCH	BBQ 2018	BBQ VENDOR	07/17/2018	1,012.52	1,012.52	07/20/2018
Total STRETCH:					1,012.52	1,012.52	
SUMMIT ASSOC. OF REALTORS							
28050	SUMMIT ASSOC. OF REALTORS	246017	Day Lodge Deposit Return	06/29/2018	350.00	350.00	07/05/2018
Total SUMMIT ASSOC. OF REALTORS:					350.00	350.00	
SUMMIT COMBINED HOUSING AUTHORITY							
28080	SUMMIT COMBINED HOUSING	184	Clearing House and deed monitori	06/30/2018	1,240.00	1,240.00	07/20/2018
Total SUMMIT COMBINED HOUSING AUTHORITY:					1,240.00	1,240.00	
SUMMIT CONCERT BAND							
28110	SUMMIT CONCERT BAND	070418	Performance at 4th of July	07/02/2018	1,500.00	1,500.00	07/05/2018
Total SUMMIT CONCERT BAND:					1,500.00	1,500.00	
SUMMIT COUNTY CHAMBER OF COMMERCE							
28180	SUMMIT COUNTY CHAMBER O	BBQ 2018-C A	BBQ 2018 Additional Sales	07/19/2018	11,977.10	11,977.10	07/20/2018
28180	SUMMIT COUNTY CHAMBER O	BBQ 2018-C D	BBQ 2018 Donated Hogbacks	07/19/2018	12.00	12.00	07/20/2018
28180	SUMMIT COUNTY CHAMBER O	BBQ 2018-C KI	BBQ 2018 Kicker	07/19/2018	850.00	850.00	07/20/2018
28180	SUMMIT COUNTY CHAMBER O	BBQ 2018-C M	BBQ 2018 MOU	07/19/2018	2,500.00	2,500.00	07/20/2018
Total SUMMIT COUNTY CHAMBER OF COMMERCE:					15,339.10	15,339.10	
SUMMIT COUNTY GOVT - DRREC							
28340	SUMMIT COUNTY GOVT - DRRE	RRTR2018	2018 DRRc Application Fee - Run	07/02/2018	150.00	150.00	07/20/2018
Total SUMMIT COUNTY GOVT - DRREC:					150.00	150.00	
SUMMIT COUNTY PRESCHOOL							
28400	SUMMIT COUNTY PRESCHOOL	1	Parade Marshals/Bike Rodeo	07/07/2018	820.00	820.00	07/20/2018
Total SUMMIT COUNTY PRESCHOOL:					820.00	820.00	
SUMMIT COUNTY RESCUE GROUP							
28424	SUMMIT COUNTY RESCUE GR	070418	1st Place Non-Profit - 4th of July 2	07/10/2018	100.00	100.00	07/10/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SUMMIT COUNTY RESCUE GROUP:					100.00	100.00	
SUMMIT COUNTY RESTAURANT ASSOC.							
28430	SUMMIT COUNTY RESTAURAN	BBQ 2018 - M	BBQ 2018 MOU	07/01/2018	10,000.00	10,000.00	07/06/2018
28430	SUMMIT COUNTY RESTAURAN	BBQ 2018 - M	BBQ 2018 Kicker	07/01/2018	1,850.00	1,850.00	07/06/2018
28430	SUMMIT COUNTY RESTAURAN	BBQ 2018 - M	BBQ 2018 Donated Hogbacks	07/01/2018	12.00	12.00	07/06/2018
Total SUMMIT COUNTY RESTAURANT ASSOC.:					11,862.00	11,862.00	
SUMMIT COUNTY SENIORS INC.							
29020	SUMMIT COUNTY SENIORS INC	BBQ 2018	BBQ Vendor	07/17/2018	17,491.50	17,491.50	07/20/2018
Total SUMMIT COUNTY SENIORS INC.:					17,491.50	17,491.50	
SUMMIT COUNTY WASTE FACILITY							
28570	SUMMIT COUNTY WASTE FACIL	02-00435695	Day Lodge Fridge Disposal	07/01/2018	10.00	10.00	07/20/2018
28570	SUMMIT COUNTY WASTE FACIL	02-00436029	BBQ SStream 01	07/01/2018	25.00	25.00	07/20/2018
Total SUMMIT COUNTY WASTE FACILITY:					35.00	35.00	
SUMMIT COUNTY YOUTH & FAMILY SERVICES							
28590	SUMMIT COUNTY YOUTH & FA	BBQ 2018	BBQ 2018 MOU	07/01/2018	2,500.00	2,500.00	07/06/2018
28590	SUMMIT COUNTY YOUTH & FA	BBQ 2018	BBQ 2018 Kicker	07/01/2018	850.00	850.00	07/06/2018
28590	SUMMIT COUNTY YOUTH & FA	BBQ 2018	BBQ 2018 Additional Sales	07/01/2018	2,615.40	2,615.40	07/06/2018
28590	SUMMIT COUNTY YOUTH & FA	BBQ 2018	BBQ 2018 Donated Hogbacks	07/01/2018	12.00	12.00	07/06/2018
Total SUMMIT COUNTY YOUTH & FAMILY SERVICES:					5,977.40	5,977.40	
SUMMIT FIRE & EMS							
17600	SUMMIT FIRE & EMS	072018	Run the Rockies Tent Inspection	07/19/2018	150.00	150.00	07/20/2018
Total SUMMIT FIRE & EMS:					150.00	150.00	
SUMMIT NORDIC SKI CLUB							
28940	SUMMIT NORDIC SKI CLUB	0718	4th of July Parade Marshall	07/07/2018	1,408.00	1,408.00	07/20/2018
28940	SUMMIT NORDIC SKI CLUB	7/3/2018	B. Frey - Donated Nordic Pooled	07/03/2018	426.00	426.00	07/06/2018
Total SUMMIT NORDIC SKI CLUB:					1,834.00	1,834.00	
SUMMIT SCHOOL OF DANCE							
29011	SUMMIT SCHOOL OF DANCE	070418	1st Place Children - 4th of July	07/10/2018	100.00	100.00	07/10/2018
Total SUMMIT SCHOOL OF DANCE:					100.00	100.00	
TEAM SUMMIT COLORADO							
29610	TEAM SUMMIT COLORADO	070418	2nd Place Non-Profit - 4th of July	07/10/2018	50.00	50.00	07/10/2018
29610	TEAM SUMMIT COLORADO	0718	4th of July Parade Marshals	07/07/2018	1,024.00	1,024.00	07/20/2018
Total TEAM SUMMIT COLORADO:					1,074.00	1,074.00	
TEN MILE ENGINEERING INC.							
29685	TEN MILE ENGINEERING INC.	3-1114	Mary Ruth Project	06/10/2018	675.00	675.00	07/05/2018
Total TEN MILE ENGINEERING INC.:					675.00	675.00	
THE ISLAND GRILL INC.							
29880	THE ISLAND GRILL INC.	01-18	Frisco Marina Redevelopment	07/05/2018	290.00	290.00	07/20/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total THE ISLAND GRILL INC.:					290.00	290.00	
TODD POWELL PHOTOGRAPHY							
30580	TODD POWELL PHOTOGRAPHY	TOF-18-4	Assignment Photography	06/26/2018	2,262.50	2,262.50	07/20/2018
30580	TODD POWELL PHOTOGRAPHY	TOF-18-4	Assignment Photography	06/26/2018	250.00	250.00	07/20/2018
Total TODD POWELL PHOTOGRAPHY:					2,512.50	2,512.50	
TOLIN MECHANICAL SYSTEMS, INC.							
30590	TOLIN MECHANICAL SYSTEMS,	SV318055	Customer No. 11901	06/13/2018	217.00	217.00	07/06/2018
Total TOLIN MECHANICAL SYSTEMS, INC.:					217.00	217.00	
TOM FRICKE							
30615	TOM FRICKE	61618BBQ	BBQ Awards EMCEE	06/21/2018	250.00	250.00	07/05/2018
Total TOM FRICKE:					250.00	250.00	
TPC TRAINING							
30965	TPC TRAINING	S7603	Training	05/31/2018	988.88	988.88	07/06/2018
30965	TPC TRAINING	S7603	Training	05/31/2018	1,977.82	1,977.82	07/06/2018
30965	TPC TRAINING	S7603	Training	05/31/2018	494.44	494.44	07/06/2018
30965	TPC TRAINING	S7603	Training	05/31/2018	2,966.64	2,966.64	07/06/2018
30965	TPC TRAINING	S7603	Training	05/31/2018	1,977.76	1,977.76	07/06/2018
30965	TPC TRAINING	S7603	Training	05/31/2018	494.44	494.44	07/06/2018
Total TPC TRAINING:					8,899.98	8,899.98	
TRAMWAY ENGINEERING LTD.							
31040	TRAMWAY ENGINEERING LTD.	18-25	906-006 Conveyor Walkway Repl	05/31/2018	3,097.50	3,097.50	07/06/2018
Total TRAMWAY ENGINEERING LTD.:					3,097.50	3,097.50	
TRANS AMERICAN RUBBER INC.							
31045	TRANS AMERICAN RUBBER IN	INV517276	Account No. FRI804	02/13/2018	2,520.00	2,520.00	07/05/2018
Total TRANS AMERICAN RUBBER INC.:					2,520.00	2,520.00	
TX CHILD SUPPORT SDU							
31373	TX CHILD SUPPORT SDU	06/23/18-06/29	Remittance Identifier: 0013063305	06/29/2018	270.46	270.46	07/20/2018
31373	TX CHILD SUPPORT SDU	07/07/18-07/13	Remittance Identifier: 0013063305	07/13/2018	270.46	270.46	07/20/2018
Total TX CHILD SUPPORT SDU:					540.92	540.92	
UPPER CASE PRINTING, INK.							
31800	UPPER CASE PRINTING, INK.	13323	Printing CCR	06/14/2018	440.36	440.36	07/06/2018
31800	UPPER CASE PRINTING, INK.	13431	Water Bill Insert	07/11/2018	426.30	426.30	07/20/2018
Total UPPER CASE PRINTING, INK.:					866.66	866.66	
USFS-WHITE RIVER NATIONAL FOREST							
31585	USFS-WHITE RIVER NATIONAL	070418	3rd Place Non-Profit	07/10/2018	25.00	25.00	07/10/2018
Total USFS-WHITE RIVER NATIONAL FOREST:					25.00	25.00	
UTILITY NOTIFICATION CENTER CO							
31930	UTILITY NOTIFICATION CENTE	218060392	Member ID: 30492	06/30/2018	114.55	114.55	07/06/2018

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total UTILITY NOTIFICATION CENTER CO:					114.55	114.55	
VECTOR DISEASE CONTROL							
32097	VECTOR DISEASE CONTROL	PI-A00004175	Customer ID FRISCO01	06/15/2018	1,581.58	1,581.58	07/06/2018
Total VECTOR DISEASE CONTROL:					1,581.58	1,581.58	
WALKER'S BAIT II							
32430	WALKER'S BAIT II	38996	Frisco Bay Marina	05/14/2018	72.00	72.00	07/20/2018
32430	WALKER'S BAIT II	39055	Frisco Bay Marina	05/28/2018	144.00	144.00	07/20/2018
32430	WALKER'S BAIT II	39123	Frisco Bay Marina	06/12/2018	72.00	72.00	07/20/2018
32430	WALKER'S BAIT II	39154	Frisco Bay Marina	06/19/2018	72.00	72.00	07/20/2018
32430	WALKER'S BAIT II	39194	Frisco Bay Marina	06/26/2018	72.00	72.00	07/20/2018
32430	WALKER'S BAIT II	39369	Frisco Bay Marina	05/30/2018	36.00	36.00	07/20/2018
Total WALKER'S BAIT II:					468.00	468.00	
WIERONSKI PLUMBING & HEATING INC.							
32975	WIERONSKI PLUMBING & HEAT	R22799	Plumbing Permit Fee Reimburse	07/12/2018	66.32	66.32	07/20/2018
Total WIERONSKI PLUMBING & HEATING INC.:					66.32	66.32	
WILDFLOWER PRODUCTIONS							
33000	WILDFLOWER PRODUCTIONS	F0618	Focus on Frisco	06/18/2018	200.00	200.00	07/05/2018
Total WILDFLOWER PRODUCTIONS:					200.00	200.00	
WILLIAM D. LINFIELD PE							
33095	WILLIAM D. LINFIELD PE	9	Marina Consulting	07/10/2018	135.00	135.00	07/20/2018
33095	WILLIAM D. LINFIELD PE	9	CDD Consulting	07/10/2018	315.00	315.00	07/20/2018
33095	WILLIAM D. LINFIELD PE	9	CDD Consulting	07/10/2018	180.00	180.00	07/20/2018
33095	WILLIAM D. LINFIELD PE	9	CDD Consulting	07/10/2018	146.25	146.25	07/20/2018
33095	WILLIAM D. LINFIELD PE	9	CDD Consulting	07/10/2018	146.25	146.25	07/20/2018
Total WILLIAM D. LINFIELD PE:					922.50	922.50	
WOMEN OF THE SUMMIT							
33260	WOMEN OF THE SUMMIT	BBQ 2018	BBQ 2018 MOU	07/01/2018	1,500.00	1,500.00	07/06/2018
33260	WOMEN OF THE SUMMIT	BBQ 2018	BBQ 2018 Kicker	07/01/2018	750.00	750.00	07/06/2018
33260	WOMEN OF THE SUMMIT	BBQ 2018	BBQ 2018 Donated Hogbacks	07/01/2018	12.00	12.00	07/06/2018
Total WOMEN OF THE SUMMIT:					2,262.00	2,262.00	
XCEL ENERGY							
33380	XCEL ENERGY	598549581	Account 53-1235617-3	07/06/2018	89.70	89.70	07/20/2018
33380	XCEL ENERGY	598635848	Account 53-8074879-4	07/06/2018	194.59	194.59	07/20/2018
33380	XCEL ENERGY	598716705	Account 53-0011742402-2	07/06/2018	23.81	23.81	07/20/2018
33380	XCEL ENERGY	598733565	Account 53-1000709-7	07/09/2018	321.36	321.36	07/20/2018
Total XCEL ENERGY:					629.46	629.46	
Grand Totals:					699,974.32	699,974.32	

<u>Vendor</u>	<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Net Invoice Amount</u>	<u>Amount Paid</u>	<u>Date Paid</u>
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Dated: _____

Finance Director: _____

Dated: _____

Accountant: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**FIRST AMENDMENT TO EMPLOYEE HOUSING RESTRICTIVE COVENANT
AND AGREEMENT**

This First Amendment to Employee Housing Restrictive Covenant and Agreement (this "First Amendment,") is made this _____ day of _____, 2018, by _____ (hereinafter referred to as "Owner") and the Town of Frisco, Colorado, a Colorado municipality (hereinafter referred to as the "Town").

RECITALS

WHEREAS, Owner is the owner of that certain real estate located in the County of Summit, State of Colorado, and legally described as follows: Unit 10 of Building No. 1, Ore House Condominiums, according to the plat thereof now on file in the office of the Clerk and Recorder for Summit County, Colorado, under Reception Number 141393 (hereinafter referred to as the "Property"); and

WHEREAS, the Property is subject to that certain Employee Housing Restrictive Covenant and Agreement (the "Covenant"), dated July 6, 2007, and now on file in the office of the Clerk and Recorder for Summit County, Colorado, under Reception Number 862843.

WHEREAS, the Town is a party to and beneficiary of the Covenant, which may be amended only by way of a writing executed by the Town and the owner of the Property; and

WHEREAS, the Town and the Owner desire to amend the Covenant in order to add provisions concerning foreclosure, and the Town's rights with respect to enforcement of the Covenant, in order that the Property may be financed through a HUD-insured mortgage

NOW, THEREFORE, in consideration of the foregoing Recitals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and Owner agree that the Covenant is hereby amended as follows:

1. A new Subsection 1(f) of the Covenant, is hereby added to read in its entirety as follows:

(f) As used in this Restriction, the following terms shall have the following meanings:

“First Mortgage” means a Mortgage which is recorded senior to any other Mortgage against the Property to secure a loan used to purchase the Property.

“HUD” means the U.S. Department of Housing and Urban Development.

"Mortgage" means a consensual interest created by a real estate mortgage, a deed of trust on real estate, or the like.

"Mortgagee" means any grantee, beneficiary, or assignee of a Mortgage.

2. Section 5 of the Covenant, entitled “Enforcement,” is hereby amended so as to read in its entirety as follows:

5. Enforcement.

(a) Enforcement of this Restriction. The Declarant and each Owner hereby grants and assigns to the Town the right to review and enforce compliance with this Restriction. Compliance may be enforced by the Town by any lawful means, including without limitation, seeking any equitable relief (including, without limitation, specific performance and other equitable relief as set forth in Section 5(b), below), as well as a suit for damages; provided, however, in the event the Property is financed by a HUD-insured First Mortgage and is sold in violation of Section 1 hereof, such enforcement shall not include:

- i. acceleration of a mortgage;
- ii. voiding a conveyance by an Owner;
- iii. terminating an Owner’s interest in the Property; or
- iv. subjecting an Owner to contractual liability.

Notwithstanding the foregoing, in no event shall the Town have any equitable remedies (including, but not limited to, the right to sue for specific performance or seek other equitable relief as set forth in Section 5(b) or the right to sue for damages if the Owner of the Property that was financed with a HUD-insured First Mortgage breaches or violates the terms, covenants and other provisions of Section 1 hereof and if to do so would violate any existing or future requirement of HUD, it being understood, however, that in such event, the Town shall retain

all other rights and remedies hereunder for enforcement of any other terms and provisions hereof, including, without limitation: (i) the right to sue for damages to reimburse the Town, or its agents, for its enforcement costs and to require an Owner to repay with reasonable interest (not to exceed ten percent (10%) per annum) any assistance received in connection with the purchase of the Property; and (ii) the right to prohibit an Owner from retaining sales or rental proceeds collected or received in violation of this Restriction. Venue for a suit enforcing compliance shall be proper in Summit County, Colorado and service may be made or notice given by posting such service or notice in a conspicuous place on the applicable Property. As part of any enforcement action on the part of the Town, the Owner shall pay all court costs and reasonable legal fees incurred by the Town, or its agents, in connection with these claims.

(b) Injunctive and other Equitable Relief. Declarant and each Owner agree that in the event of Declarant's or Owner's default under or non-compliance with the terms of this Restriction, the Town shall have the right to seek such equitable relief as it may deem necessary or proper, including, without limitation, the right to: (a) seek specific performance of this Restriction; (b) obtain a judgment from any court of competent jurisdiction granting a temporary restraining order, preliminary injunction and/or permanent injunction; and (c) set aside or rescind any sale of the Property made in violation of this Restriction. Any equitable relief provided for in this Section 5(b) may be sought singly or in combination with such legal remedies as the Town may be entitled to, either pursuant to this Restriction, under the laws of the State of Colorado or otherwise.

3. A new Section 5.5 of the Covenant, entitled "Foreclosure" is hereby added to read in its entirety as follows:

5.5. Foreclosure.

(a) Release. Subject to the process and rights set forth in this Section 5.5 below, this Restriction shall be deemed released as to the Property in the event of (i) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure by the holder of a HUD-insured or other First Mortgage, or (ii) the acceptance of a deed in lieu of foreclosure by the holder of a HUD-insured or other First Mortgage. This Restriction shall also automatically terminate and be released as to the Property upon the assignment to HUD of an HUD-insured mortgage encumbering the Property. The Town, in its sole discretion, may elect to release a Property from this Restriction in the event of (1) the issuance of a public trustee's deed, sheriff's deed or similar conveyance of the Property in connection with a foreclosure of the Town's lien, as defined in Section 5.5(b), or (2) the acceptance of a deed in lieu of foreclosure by the Town in connection with the Town's Lien. If the Town chooses to terminate this Restriction, the Town shall record a document referencing such termination in the real property records of Summit County. Any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restrictive Covenant.

(b) Lien.

(i). The Town shall have, and is hereby granted, a lien against the Property (the "Town's Lien") to secure payment of any amounts due and owing the Town pursuant to this Restriction, including: the Town's sale proceeds and/or amounts due to the Town in the event of a foreclosure of a First Mortgage and to secure the obligations to the Town hereunder. The Town's Lien on the Property shall be superior to all other liens and encumbrances except the following: (1) liens and encumbrances recorded prior to the recording of this Restriction; (2) real property ad valorem taxes and special assessment liens duly imposed by Colorado governmental or political subdivision or special taxing districts; (3) liens given superior priority by operation of law; and (4) the lien of any First Mortgage against the Property.

(ii) The recording of this Restriction constitutes record notice and perfection of the Town's Lien. No further recordation of any claim of lien is required. However, the Town may elect to prepare, and record in the Office of the County Clerk and Recorder of Summit County, a written notice of lien. By virtue of the Town's Lien, the Town shall have the rights granted a lienor under C.R.S. 38-38-101 *et seq.*, as amended, and the Town shall be entitled to file such notices and other information necessary to preserve its rights, as a lienor, to cure and redeem in foreclosure of the Property, as provided by C.R.S. 38-38-101 *et seq.*, as amended. In addition, unless otherwise instructed by the Town in writing, the Owner shall sign, acknowledge, and cooperate in the Town's recording in the County Clerk and Recorder's Office immediately subsequent to the recording of the First Mortgage, a notice of the Town's Lien, substantially in the form attached hereto as Exhibit A, in order to assure that the Town receives notice in the event of the foreclosure of the First Mortgage pursuant to this Section 5.5. The notice shall not alter the priority date of the Town's Lien as established herein.

(iii) The sale or other transfer of the Property shall not affect the Town's Lien. No sale or deed in lieu of foreclosure shall relieve the Owner from continuing personal liability for payment of his or her obligations hereunder. The Town's Lien does not prohibit actions or suits to recover sums due pursuant to this Restriction, or to enforce the terms of this Restriction, or to prohibit the Town from taking a deed in lieu of foreclosure.

(c) Town's Option to Redeem and to Buy.

i. Foreclosure/Town's Option to Redeem. In the event of a foreclosure, the Town shall be entitled to receive notice of the foreclosure proceedings as is required by law to be given by the public trustee or the sheriff, as applicable, to lienors of the Property that are junior to the First Mortgage (as provided in C.R.S. §38-38-101 *et seq.*, or any succeeding statute). The Town shall have a right of

redemption, and such other rights as a lienor in foreclosure, as its interest appears, in accordance with Colorado law governing foreclosure. The Town's lien is created pursuant to Section 5.5(b) above.

ii. Deed in lieu of Foreclosure/Option to Buy. In the event that the First Mortgagee takes title to the Property by deed in lieu of foreclosure, the Town shall have an option to buy the Property ("Option to Buy") exercisable in accordance with this paragraph. Within three (3) days after the First Mortgagee's first attempt to secure a deed in lieu of foreclosure, the Owner shall deliver written notice to the Town of such intent to transfer title. The Town may exercise its Option to Buy by tendering the Deed In Lieu Price (as defined below) to the First Mortgagee, within thirty (30) days from and after vesting of title to the Property in the First Mortgagee by deed in lieu of foreclosure ("Deed in Lieu Option Period"). Upon receipt of the Deed in Lieu Price, the First Mortgagee shall deliver to the Town a special warranty deed conveying fee simple title in and to the Property, in which event this Restriction shall remain valid and in full force and effect. The Deed in Lieu Price shall be equal to: (i) the amounts unpaid pursuant to the First Mortgage note; (ii) any other reasonable costs incurred by the First Mortgagee that directly relate to the deed in lieu of foreclosure; and (iii) any additional reasonable costs incurred by the First Mortgagee during the Deed in Lieu Option Period that are directly related to maintenance of the Property. The First Mortgagee shall convey only such title as it received through the deed in lieu of foreclosure and will not create or suffer the creation of any additional liens or encumbrances against the Property following issuance of the deed in lieu of foreclosure to the First Mortgagee. The First Mortgagee shall not be liable for any of the costs of conveyance of the Property to the Town, or its designee; *however*, the First Mortgagee shall cooperate with the Town in calculating the Deed in Lieu Price and in the execution of the Option to Buy.

iii. Upon Exercising Option. In the event that the Town obtains title to the Property pursuant to this Article, the Town or its designee may sell the Property to a Qualified Buyer, or rent the Property to third parties until such time that the Property can be sold to a Qualified Person.

iv. Release upon Electing Not to Exercise Options. In the event that the Town does not exercise its Option to Redeem as described in this Section 5.5 or its Option to Buy as described above, as applicable, within the time periods set forth in this Section 5.5, this Restriction shall automatically terminate and shall be of no further force and effect, and the Town shall prepare and execute a release of this Restriction and, within thirty (30) days of such termination, cause such release to be recorded in the records of the Clerk and Recorder of Summit County. Notwithstanding the foregoing, any and all claims of the Town available hereunder against the Owner personally shall survive any release or termination of this Restriction.

(d) Perpetuities Savings Clause. If any of the terms, covenants,

EXHIBIT A

**NOTICE OF LIEN AND MEMORANDUM OF ACCEPTANCE
OF EMPLOYEE HOUSING RESTRICTIVE COVENANT AND AGREEMENT
FOR UNIT 10, BUILDING 1, ORE HOUSE CONDOMINIUMS**

WHEREAS, _____[Buyer Name]_____, the
“Buyer” is purchasing from _____[Seller Name]_____,
the “Seller,” real property described as: Unit 10, Building 1, of the Ore House
Condominiums, according to the plat recorded May 16, 1974 under Reception No.
141393, in the real property records of the County of Summit, Colorado (the “Property”);
and

WHEREAS, the Seller of the Property is requiring, as a prerequisite to the sale
transaction, that the Buyer acknowledge and agree to the terms, conditions and
restrictions found in that certain instrument entitled “Employee Housing Restrictive
Covenant and Agreement,” recorded on August 31, 2007, under Reception No. 862843,
in the real property records of the County of Summit, Colorado (the “Restrictive
Covenant”).

NOW, THEREFORE, as an inducement to the Seller to sell the Property, the
Buyer:

1. Acknowledges that Buyer has carefully read the entire Restrictive
Covenant, has had the opportunity to consult with legal and financial counsel concerning
the Restrictive Covenant and fully understands the terms, conditions, provisions, and
restrictions contained in the Restrictive Covenant.

2. States that the Notice to Buyer should be sent to:

3. Directs that this Notice be placed of record in the real estate records of the
County of Summit, Colorado and a copy provided to the Town of Frisco (as defined in
the Restrictive Covenant).

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the _____ day of _____, 20__.

BUYER(S):

Print Name(s): _____

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____.

Witness my hand and official seal.
My commission expires: _____

Notary Public

CONTRACT FOR GOODS AND/OR SERVICES

THIS AGREEMENT ("Agreement"), made this _____ day of August, 2018, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and Neils Lunceford, Inc., a Colorado corporation., as an independent contractor, hereinafter referred to as "CONTRACTOR," provides as follows:

ARTICLE I **SCOPE OF SERVICES**

Section 1.1 Services: CONTRACTOR agrees to perform the work, personal services and/or furnish the necessary equipment, supplies or materials in accordance with and/or as described in Attachment A hereto, hereinafter referred to as the "Project." Attachment A hereto is hereby incorporated by reference and made a part of this Agreement.

Section 1.2 Scope of Services: FRISCO agrees to retain CONTRACTOR to complete the Project. CONTRACTOR shall commence work upon direction to proceed and complete the Project on or before December 15, 2018. Additional services beyond those listed in Attachment A, if requested, shall be provided only when authorized in writing by FRISCO.

Section 1.3 Independent Contractor: CONTRACTOR shall at all times control the means and manner by which CONTRACTOR performs the work, subject to FRISCO's right to monitor, evaluate and improve such work. CONTRACTOR shall at all times be and act as an independent contractor and not as an employee of FRISCO.

Section 1.4 Warranty of Contractor: CONTRACTOR warrants that title to all services, materials and equipment covered and paid for under this Agreement will pass to FRISCO either by incorporation in the Project or upon the receipt of payment by CONTRACTOR, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no services, materials or equipment paid for under this Agreement will have been acquired by CONTRACTOR, or by any other person performing services at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

ARTICLE II **ADMINISTRATION OF THIS AGREEMENT**

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONTRACTOR agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or

furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.

Section 2.2 Oversight: All of the work associated with the Project shall be performed under the direction of the Town of Frisco or its designated representative; it is expressly understood and agreed that some of the work may have commenced prior to the formal execution of this Agreement, in which event such work is incorporated into the Project and is deemed to have been and is authorized by this Agreement.

Section 2.3 Ownership and Use of Documents:

(a) Any documents prepared by CONTRACTOR, and copies thereof furnished to other parties are for use solely with respect to this Project. They are not to be used by any other contractor or subcontractor on other projects or for additions to this Project outside the scope of the work without the specific written consent of FRISCO. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by the CONTRACTOR appropriate to and for use in the execution of their work under this Agreement. All copies made under this authorization shall bear the statutory copyright notice, if any, shown on the documents prepared by CONTRACTOR.

(b) CONTRACTOR, and any subcontractor or supplier or other person or organization performing or furnishing any work for the Project under a direct or indirect contract with FRISCO (i) shall not have or acquire any title to or ownership rights in any of any documents (or copies of documents) prepared in connection with the Project by a design professional and (ii) shall not reuse any of such documents or copies for extensions of the Project or any other project without written consent of FRISCO and the design professional and specific written verification or adaption by the design professional.

(c) Notwithstanding the provisions of Sections 2.3(a) and (b) above, FRISCO reserves the right to utilize any documents generated in connection with the Project by CONTRACTOR for other projects, provided that CONTRACTOR is not held liable for future project applications other than the Project described pursuant to this Agreement. FRISCO shall not convey any such documents generated by CONTRACTOR to a third party or use any such documents in a manner adverse to the CONTRACTOR.

Section 2.4 Insurance:

(a) CONTRACTOR agrees to procure and maintain, at its own cost, the following policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by CONTRACTOR under this Agreement or arising as a result of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law.

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

(c) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with minimum limits of SIX HUNDRED THOUSAND DOLLARS (\$600,000) each accident, SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - policy limit, and SIX HUNDRED THOUSAND DOLLARS (\$600,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workers' Compensation requirements of this Section 2.4(c).

(d) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of CONTRACTOR's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. If CONTRACTOR has no owned automobiles, the requirements of this Section 2.4(d) shall be met by each employee of CONTRACTOR providing services to FRISCO under this Agreement.

(e) The insurance policies required by Sections 2.4(a), (b) and (d) shall name FRISCO, its employees and agents as additional insureds. No additional insured endorsement to a policy shall contain any exclusion for bodily injury or property damage arising from completed operations.

(f) Every policy required under this Section 2.4 shall be primary insurance, and any insurance carried by FRISCO, its officers, or its employees, or carried by or provided through any insurance pool of FRISCO, shall be excess and not contributory insurance to that provided by CONTRACTOR. CONTRACTOR shall be solely responsible for any deductible losses under any policy required above. All insurance policies must be written by a reputable insurance company with a current Best's Insurance Guide Rating of A- or better and authorized to do business in the State of Colorado.

(g) Prior to commencement of this Agreement, CONTRACTOR shall provide FRISCO with a certificate of insurance completed by CONTRACTOR's insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide

that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Diane McBride

(h) CONTRACTOR shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of CONTRACTOR's failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONTRACTOR to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FRISCO may immediately terminate this Agreement, or at its discretion FRISCO may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by FRISCO shall be repaid by CONTRACTOR to FRISCO upon demand, or FRISCO may withhold the cost of the premiums from any monies due to CONTRACTOR from FRISCO.

(i) The parties hereto understand and agree that FRISCO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$387,000 per person and \$1,093,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to FRISCO, its officers, or its employees.

Section 2.5 Indemnification:

(a) CONTRACTOR shall indemnify and hold harmless FRISCO and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from this Agreement, provided that any such claim, damage, loss or expense (1) is attributable to copyright infringement, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any person described in this Section 2.5(a).

(b) In any and all claims against FRISCO or any of its agents or employees by any employee of CONTRACTOR, any subcontractor of CONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section 2.5 shall not be

limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts.

Section 2.6 Subcontractor: CONTRACTOR shall, as soon as practicable after the signing of this Agreement, notify FRISCO in writing for FRISCO's approval, of any subcontractors who may be involved in the Project and the general scope of work to be performed by each subcontractor.

Section 2.7 Termination of Agreement:

(a) This Agreement may be terminated by either party upon thirty (30) days' written notice, provided that such termination is based upon a substantial failure by the other party to perform in accordance with the terms in this Agreement. Failure to proceed in a timely manner, and/or deviation from the aforesaid Agreement without prior written approval of FRISCO, shall constitute authority for issuance of a termination notice, except wherein circumstances beyond the control of CONTRACTOR shall warrant alteration, adjustment or deviation from this Agreement. In the event of termination, FRISCO will pay CONTRACTOR for all services performed to date of termination. If payment is otherwise due upon completion, FRISCO will pay CONTRACTOR for the pro rata value of the completed portion of the Project that will be incorporated into the Project. FRISCO will require the release of all lien rights as a condition of such payment.

(b) Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, FRISCO's obligations under this Agreement are subject to annual appropriation by the Town Council of FRISCO. Any failure of a Town Council annually to appropriate adequate monies to finance FRISCO's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to CONTRACTOR of any failure to appropriate such adequate monies.

Section 2.8 Binding Effect: FRISCO and CONTRACTOR each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FRISCO nor CONTRACTOR shall assign or transfer its interest in this Agreement without the written consent of the other.

Section 2.9 Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand-delivery shall be utilized. Facsimile and/or e-mail addresses are provided for convenience only.

FRISCO:

Town of Frisco
P.O. Box 4100
Frisco, Colorado 80443
Attn: Diane McBride
Electronic mail:
DianeM@townoffrisco.com

CONTRACTOR:

Neils Lunceford, Inc.
P.O. Box 2139
Silverthorne, CO 80498
Attn: Tim Glasco
Electronic mail:
TimGlasco@neilslunceford.com

ARTICLE III **RESPONSIBILITIES OF FRISCO**

Section 3.1 Project Materials: FRISCO shall make available data related to the Project, including design specifications, drawings and other necessary information. Data so furnished to CONTRACTOR shall be furnished at no cost, and shall be returned to FRISCO at the earliest possible time.

Section 3.2 Access to Property and Records: FRISCO shall provide CONTRACTOR with access to public property as required and necessary to complete the contract. To the extent required by law, FRISCO and CONTRACTOR agree to make this Agreement and any related records available for public disclosure pursuant to any open records law, including, without limitation, the Colorado Open Records Act, C.R.S. §§ 24-72-101, *et seq.* CONTRACTOR agrees to hold FRISCO harmless from the disclosure of any records that FRISCO reasonably believes it is legally required to disclose.

Section 3.3 FRISCO's Representative: FRISCO shall designate, in writing, a representative who shall have authority to act for FRISCO with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define FRISCO's policies and decisions with respect to materials, equipment, elements and systems pertinent to CONTRACTOR's services.

Section 3.4 Verbal Agreement or Conversation: No verbal agreement or conversation with any officer, agent or employee of FRISCO, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Agreement.

ARTICLE IV **COMPENSATION FOR SERVICES**

Section 4.1 Compensation: CONTRACTOR shall be compensated for services as described in Attachment B hereto. Attachment B hereto is hereby incorporated by reference and made a part of this Agreement.

Section 4.2 Payment: FRISCO shall pay CONTRACTOR monies due under this Agreement within thirty (30) days after invoice date, provided such amounts are not in dispute or the subject of setoff.

ARTICLE V
PROHIBITION ON EMPLOYING OR CONTRACTING WITH ILLEGAL
ALIENS

Section 5.1 The CONTRACTOR hereby certifies that at the time of executing this Agreement it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that it will participate in either the E-Verify Program or Department Program as those terms are defined in C.R.S. §§ 8-17.5-101(3.7) and (3.3), respectively, (the “Programs”) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

Section 5.2 The CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform the work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

Section 5.3 The CONTRACTOR has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

Section 5.4 The CONTRACTOR is prohibited from using the Programs procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

Section 5.5 If the CONTRACTOR obtains actual knowledge that a subcontractor performing the work under this Agreement knowingly employs or contracts with an illegal alien, the CONTRACTOR shall: (a) notify the subcontractor and the FRISCO within three (3) days that the CONTRACTOR has actual knowledge that the subcontractor is knowingly employing or contracting with an illegal alien; and (b) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice, required pursuant to C.R.S. § 8-17.5-102(2)(III)(A), the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Section 5.6 The CONTRACTOR shall comply with any reasonable request by the Colorado Department of Labor and Employment (the “Department”) made

in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

Section 5.7 Any violation of the provisions of this paragraph shall be deemed to be a material breach of this Agreement and FRISCO may immediately terminate this Agreement for cause based on such violation. If this Agreement is so terminated, the CONTRACTOR shall be liable for actual and consequential damages to FRISCO pursuant to C.R.S. § 8-17.5-102(3) and FRISCO shall notify the office of the Secretary of State of such violation/termination.

ARTICLE VI
MISCELLANEOUS

Section 6.1 Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 6.2 Amendments; Change Orders: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 6.3 Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 6.4 No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement the day first written above.

FRISCO

By: _____

Name: _____

Title: _____

Attest:

Deborah Wohlmuth, Town Clerk

CONTRACTOR

By: _____

Name: _____

Title: _____

ATTACHMENT A
SCOPE OF WORK



Neils Lunceford, Inc

P.O. Box 2130
Silverthorne, CO 80498
Phone: 970 468-0340 Fax 970 468-6865
www.neilslunceford.com

Landscape Proposal

Town of Frisco

P.O. Box 4100

Frisco, Colorado 80443

Project: Frisco Peninsula Improvements La

Peninsula Rd

Frisco

Proposal Description: Frisco Peninsula Improvements Landscape

Date: 7/10/2018

Site

\$8,000.00

Mobilization, meetings, staging, supervision.

Soil

\$21,990.74

Install Plantmix to a depth of 8 inches in all disturbed areas. (Approximately 80 yds³.)

Install topsoil to a depth of 6 inches in all sod areas. (Approximately 80 yds³.)

Drip Edge

\$52,000.00

Crusher fine pathways

Plantings

\$16,950.00

Installation includes: plant material, planting labor, soil amendments, staking, fertilizer, mulch, delivery and tax. Some plant materials may be substituted due to size or species availability.

15 Aspen, Clump 2"

16 Aspen, Clump 2"

13 Crabapple, Spring Snow Flowering 2"

Landscape Proposal

Mulch **\$3,611.11**

Install mulch to a depth of 3 inches in all planting beds. (Approximately 30 yds³.)

Edging **\$13,600.00**

Bend a Board edging

Sod **\$8,600.00**

Install sod in areas as indicated on the landscape plan. Roll and fertilize sod.
(Approximately 4300 ft².)

Irrigation **\$26,889.00**

Irrigation Alternate

TOTAL LANDSCAPE PROPOSAL COST: \$151,641.00

Landscape Proposal

Proposed By: Tim Glasco

Accepted By:

Town of Frisco

Date

NOTE:

- * Performance bond fee is not included
- * Due to the long time line prior to commencement of work, increases in materials cost, if any to be negotiated prior to contract execution
- * Assume access to work areas available to loader/backhoe size machinery for rock, soil and plant placement. If concrete and other hardscape work is completed prior to landscape work, care will be taken to protect this work, but Landscape Contractor assumes no responsibility for damage or cracks to concrete or other work that may occur due to the weight of our equipment.
- * Standard one year warranty applies to plantings and irrigation system.
- * No screening of on-site topsoil or additives to existing soil.
- * Due to unknowns related to site conditions preceding landscape work, including but not limited to: snow cover, construction debris, rough grading, etc. final contract pricing is subject to change if assumed site conditions vary from time of proposal.

GENERAL CONTRACTOR OR OWNER TO:

Clean up site of all construction debris, wood, concrete, paint, stucco, etc. prior to landscape contractor beginning site work.

Provide properly graded subgrade for appropriate drainage away from all structures within +/- one inch and ready for topsoil.

Provide proper compaction in all landscape areas and be responsible for all settling.

Provide adequate access for unloading and storage of all landscape materials on site, adjacent to work areas

Provide water and electricity within 100 feet of work area

Provide builders risk insurance and deductible

Provide protection of work after completion

Provide elevations, shop drawings or layout of any kind

Provide inspections, certification, permits and testing of any kind

Provide coordination of construction activity in regards to installation, cleaning and protection of paving

Sweeping exterior hardscape areas will be completed when our materials create disturbance. At completion of the project, exterior hardscape areas will be

Landscape Proposal

swept. No additional sweeping is included.

SPECIFIC EXCLUSIONS:

- *point of connection for irrigation system
- *warranty on sod and plant material without a working irrigation system
- *boulders
- *site furnishings
- *planter drains
- *concrete walkways or curbs
- *overtime
- *waterproofing or sealants of any kind
- *additional mobilizations
- *winter watering
- *large impediments over 1 foot in diameter

Note - Installed plant materials will require aftercare during the first 2-3 growing seasons at a minimum. Due to our harsh climate, and to insure the health and vigor of your new plants, maintenance items you should complete include: Deep root fertilization 2x per season, pruning, checking and adjusting staking, straps and wire, applying Wilt Pruf antitranspirant for winter protection of newly planted evergreens, checking for and spraying as necessary for disease and insects, and of course regular watering (2-3x per week minimum). Activation, mid-season checks and deactivation of your irrigation system, if applicable would also be required. We can provide these services or products, but they are not included in this proposal.

A prepayment of 50% of the total proposal is required prior to the initiation of landscape work. This proposal is based on current prices and is valid for thirty calendar days from the proposal date. There is a one year guarantee on plant materials if an irrigation system exists and is working properly. Plant materials which are not properly maintained and or damaged through, but not limited to, neglect, vandalism, improper maintenance, insect or disease infestation or animals will void this guarantee. Neils Lunceford must maintain the site for at least the first growing season for the warranty to be valid.

Public utility line locates including, but not limited to, electric and natural gas, high pressure gas, town water, sewer lines, telephone and cable will be scheduled prior to work commencing and will guide our digging locations. This may not prevent damage to your utilities. Neils Lunceford will not be liable for damaged caused by power outage due to utility line damage. Neils Lunceford will work with the Public utility authorities to get utility lines repaired as soon as possible. If hand or machine digging is required or directed by client over or near existing utilities then client will assume responsibility for any damages. Additional costs may be incurred for this work.

Private utility line locates including, but not limited to, water shutoffs, septic systems, electronic

Landscape Proposal

animal fences, security systems, low voltage or other lighting circuits shall be located by the client, marked by paint and communicated to each contractor. All efforts will be made to avoid those locations, but client will assume responsibility for these utility services. The client shall pay the cost of any repairs to unmarked utilities or utilities damaged that were greater than 18 inches from the painted area.

TERMS OF PAYMENT

Your account must be paid-in-full within thirty(30) days of the invoice date. Interest charges of two percent (2%) per month will be charged on all past-due balances and customer shall also pay all costs of collection including reasonable attorneys' fees and costs.

DRAFT AIA® Document B132™ – 2009

Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the **Twenty-eighth** day of August in the year **Two-thousand Eighteen**.

(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Frisco
PO Box 4100
1 East Main Street
Frisco, CO 80443

and the Architect:
(Name, legal status, address and other information)

Matthew Stais Architects
PO Box 135
108 North Ridge Street
Breckenridge, CO 80424

for the following Project:
(Name, location and detailed description)

Frisco Bay Marina
Main Office and Bathrooms

The Construction Manager:
(Name, legal status, address and other information)

JHL Construction
7076 Alton Way #H
Centennial, CO 80112

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132™-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Please refer to Exhibit C for program and scope of services requirements

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

N/A

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Please refer to the attached Exhibit A AE RFQP and all RFQP Exhibits and Clarifications

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

Please refer to attached "Exhibit B – Schedule"

.2 Commencement of construction:

Please refer to attached "Exhibit B – Schedule"

.3 Substantial Completion date or milestone dates:

Please refer to attached "Exhibit B – Schedule"

.4 Other:

N/A

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

One Contractor

Multiple Prime Contractors

Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Bid milestone packages will be required at 50% DD, 100% DD, 80% CD (Permit Set) and 100% CD (Construction Set)

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

N/A

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Contractor

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

.1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

N/A

.2 Cost Consultant (if in addition to the Construction Manager):

N/A

.3 Land Surveyor:

Schmidt Land Surveying

.4 Geotechnical Engineer:

Kumar and Associates

.5 Civil Engineer:

N/A

.6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

Wetlands Consultant: AlpineEco

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Matthew Stais

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Engineering Designworks

.2 Mechanical Engineer:

Bighorn Consulting Engineers

.3 Electrical Engineer:

Bighorn Consulting Engineers

.4 Civil Engineer:

Martin/Martin

.5 Landscape Architect:

Norris Design

§ 1.1.12.2 Consultants retained under Additional Services:

N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 All of the work performed by the Architect under this Agreement shall be performed in accordance with the standard of care, skill and diligence commensurate with that provided by qualified design professionals for projects of similar size, complexity, and difficulty. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect will exercise professional efforts to achieve appropriate coordination of plans and specifications issued by them for the Project. Architect's responsibility for coordination with consultants retained by Owner shall be limited to incorporation of the information, data, recommendations, and deliverables supplied to the Architect via the Owner by such consultants into the Architectural design drawings and related specifications so as to minimize the physical and observable conflicts, ambiguities, and inconsistencies that Architect observes or becomes aware of in accordance with the prevailing Architectural professional practice standards. Architect shall be entitled to rely upon the information supplied to it by the Owner and the Owner's consultants and to assume that for all purposes such information is technically accurate, professionally competent, and appropriate for incorporation into the design of the Project. This section does not relieve Architect of any obligations to inform Owner of errors or erroneous information that Architect becomes aware of or observes consistent with the scope of services which Architect has agreed to provide on this Project. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information.

§ 2.2.2 The Architect shall design the Project to comply with the applicable laws, statutes, codes, ordinances, rules and regulations of the controlling jurisdiction in effect at the time of the completion of the construction documents, including the Americans With Disabilities Act and other applicable laws and regulations protecting the disabled ("accessibility legislation"), insofar as they apply to the design of the Project and are consistent with applicable standards of practice and prevailing design standards of care. The obligations of the Architect and its consultants are subject to: (i) all approved variances therefrom, and (ii) written agency interpretations thereof when based upon inquiry by Architect to the agencies charged with the enforcement of such laws, statutes, codes, ordinances, rules and regulations. It is understood and agreed that Architect and its consultants are not responsible for code interpretations made in the field by representatives of agencies or authorities having jurisdiction over the Project during the course of construction which are inconsistent with or contrary to comments or approvals previously provided by those agencies or authorities during the pre-permit review procedure.

§ 2.2.3 The Architect shall promptly pay all bills, debts and obligations it incurs performing work under this Agreement and, provided that Architect is timely paid amounts due from the Owner under this Agreement, shall not allow any lien, verified claim, mortgage, judgment or execution to be filed against any portion of the Project or any land, facilities, funds or improvements owned or beneficially owned by the Owner by any employee, subcontractor, supplier or consultant or Architect or any party under contract with the Architect or its consultants.

§ 2.2.4 The Architect hereby represents, promises and warrants to Owner that it is financially solvent and possesses sufficient experience, licenses (including required state license), authority, personnel and working capital to complete the services required hereunder; that the Architect has visited the site for the Project and has thoroughly familiarized itself with the conditions under which the services required hereunder are to be provided; and that the Architect will correlate its observations on the conditions and all of the provisions of this Agreement and of the Construction Documents.

§ 2.2.5 Architect shall be responsible to Owner for acts and omissions or entities performing any of the work for or on behalf of Architect. The Owner's approval, acceptance, use of or payment for all or any part of Architect's work or services hereunder shall not alter Architect's obligations or Owner's right hereunder. The Architect shall provide all professional design services required by the Owner in defending all claims against the Owner which relate in any way to alleged errors or omissions of the Architect or any of its consultants, without additional compensation.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document A133™-2009 and A207™-2007. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner and Construction Manager's prior knowledge and written consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to

compromise the Architect's professional judgment with respect to this Project. Neither the Architect nor any of its employees or consultants shall have other interests which conflict with the interests of the Owner, including being connected with the sale or promotion of equipment or material which may be used on the Project, and the Architect shall make written inquiry of all of its consultants concerning the existence of or potential for such conflict. In unusual circumstances, and with full disclosure to the Owner of such conflict of interest, the Owner, in its sole discretion, may grant a written waiver for the Architect or particular consultant.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than one million dollars (\$ 1,000,000.00) for each occurrence and two million dollars (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation covering obligations imposed by applicable laws for any employee engaged in the performance of work under this contract and Employers' Liability insurance with policy limits of not less than six-hundred thousand dollars (\$600,000) each occurrence, six-hundred thousand dollars (\$600,000) disease policy limit and each employee. Evidence of self-insured status may be substituted in writing.

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million dollars (\$ 2,000,000.00) per claim and two million dollars (\$2,000,000.00) in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates and the policies by endorsement will show the Owner and Construction Manager as an additional insured on the Comprehensive General Liability, Automobile Liability, and umbrella or excess policies. Additionally, such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

§ 2.6.7 Every policy required above shall be primary insurance, and any insurance carried by Owner, its officers, or its employees, shall be excess and not contributory insurance to that provided by Architect. Architect shall be solely responsible for any deductible losses under any policy required above.

§ 2.6.8 Sub consultant Insurance The sub consultants to the Architect shall carry the following minimum insurance limits for the duration of the agreement. General Liability of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate. Workers Compensation at statutory limits. Professional Liability covering sub consultants negligent acts, errors and omissions in its performance of professional services with policy limits of not less than one million dollars (\$1,000,000.00) per claim and one million dollars (\$1,000,000.00) in aggregate unless noted below. Automotive Liability covering owned and rented vehicles operated by the sub consultants to the Architect with policy limits of not less than one million dollars (\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage. Professional Liability for the structural engineer and mechanical/electrical/plumbing engineer, must meet limits of not less than two million dollars (\$2,000,000) per claim and two million dollars (\$2,000,000.00) in aggregate. Certificates of insurance acceptable to the Owner shall be filed with the Owner and thereafter upon renewal or replacement of each required policy of insurance. These certificates and insurance policies required by this section-2.6.8 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Construction Manager and Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 Intentionally omitted.

§ 3.1.4 The Architect shall submit information to the Construction Manager and the Owner and participate in developing, revising and updating the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Construction Manager and Owner and the Architect agree to the time limits established by Exhibit B – Project Schedule, the Owner and the Architect shall not exceed them, except for reasonable cause. Time is of the essence in this Agreement.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Construction Manager and Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling.

Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to Architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager and Owner to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions).

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and Owner and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and Owner and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The Architect shall review the changes proposed by Owner to AIA Document A201-2007, and Owner and Architect will mutually determine whether an amendment to this Agreement is necessary, and, if so, enter into such amendment.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents, provided, however, that Architect shall promptly notify Construction Manager and Owner in writing if it becomes aware of any deficiencies in any of the foregoing. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work unless the Architect recognized any errors, inconsistencies, omissions or other deficiencies and knowingly failed to report it.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report in writing to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has

previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.

- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect. The Architect shall not issue a Certificate of Payment for any sums payable if the Architect is aware of any legitimate reason to dispute such sums.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably condition, delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component, but the Architect shall take reasonable measures to verify that such assembly is consistent with the design concept expressed in the Contract Documents.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, except that the Architect shall exercise reasonable professional judgment as to the apparent accuracy and/or completeness of such shop drawings and other submittals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.6.4.4 After receipt of the Construction Manager’s recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor’s Application and Certificate for Payment or a final Project Application and Project Certificate for Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The occurrence of such meeting alone shall not change the substantial completion date.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. (Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	Exhibit A
§ 4.1.2 Multiple preliminary designs	N/A	
§ 4.1.3 Measured drawings	Architect	Exhibit C
§ 4.1.4 Existing facilities surveys	Architect	Exhibit C
§ 4.1.5 Site evaluation and planning (B203™-2007)	N/A	
§ 4.1.6 Building information modeling (E202™-2008)	N/A	
§ 4.1.7 Civil engineering	Architect	Exhibit C
§ 4.1.8 Landscape design	Architect	Exhibit C
§ 4.1.9 Architectural interior design (B252™-2007)	N/A	
§ 4.1.10 Value analysis (B204™-2007)	N/A	
§ 4.1.11 Detailed cost estimating	Owner	
§ 4.1.12 On-site project representation (B207™-2008)	N/A	
§ 4.1.13 Conformed construction documents	Architect	Exhibit C
§ 4.1.14 As-designed record drawings	Architect	Exhibit C
§ 4.1.15 As-constructed record drawings	Architect	Exhibit C
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility support services (B210™-2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner's consultants	Owner	
§ 4.1.20 Telecommunications/data design	N/A	
§ 4.1.21 Security evaluation and planning (B206™-2007)	N/A	
§ 4.1.22 Commissioning (B211™-2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	Architect	Section 4.2
§ 4.1.24 LEED® certification (B214™-2012)	N/A	
§ 4.1.25 Historic preservation (B205™-2007)	N/A	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	N/A	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Architect shall coordinate and manage certification of this project through GBI "Green Globes" program as required by municipality. Such work and reimbursable expenses shall be compensated per Exhibit D.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the negligence or other fault of the Architect (including without limitation Architect's failure to abide by any of the terms and conditions of this Agreement), any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the

- Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
 - .4 Any material changing or editing of previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
 - .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors; (Architect shall give Owner timely notice of the due date of any such decision and reasonable reminders as the time approaches);
 - .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
 - .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager that are outside of the scope of Section 3.5 of this Agreement;
 - .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .10 Evaluation of the qualifications of bidders or persons providing proposals to the extent outside the scope included in Section 3.5 of this Agreement; or;
 - .11 Consultation concerning replacement of Work resulting from fire or other cause during construction;

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 **One (1)** review of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Visits to the site by the Architect and its consultants over the duration of the Project during construction will be provided. Site visits are to be coordinated with the Construction Manager. Site visits must be requested a minimum of 72 hours in advance for special visits outside of the negotiated visits. Visits are intended for the Architect to provide periodic observations to review the work is being done is in general conformance and intent of construction documents. The number of visits varies by project and the amount of work being put in place. The Owner, Construction Manager and Architect will work together to make site visits efficient.
- .3 **One (1)** inspection for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 **One (1)** inspection for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

§ 4.3.5 If the Architect performs services in addition to its basic services, and if such services (1) are pre-approved in writing by Owner; and (2) are not occasioned by any neglect, breach or default of the Architect or any of its employees or consultants, then the Architect will be reimbursed its pre-approved cost for such Additional Services. Under no circumstances shall Architect or any of its employees or consultants proceed with Additional Services without prior written approval of the Owner with respect to the scope of said services.

§ 4.3.6 Before providing any Additional Services, the Architect first shall file with the Owner, and secure the Owner's written approval of, a complete description of such services including an estimate of the maximum cost of any and all such services, on the basis set out in unit rates specified in this Agreement or other basis of cost. Payment for the Additional Services shall not, in any event, exceed the cost estimated by the Architect and approved in writing by the Owner.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as is reasonably necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. The Architect shall assist Owner as requested with the obligations and responsibilities referenced in this Article 5.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in the agreement between the Owner and the Construction Manager.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner and Construction Manager shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. The Architect shall promptly notify the Owner in writing of any decision the Architect claims is not being done in a timely manner.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements

and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's written request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project and they are acceptable to the Owner. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as deemed by Owner to be reasonably appropriate to the services provided.

§ 5.9 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Failure to deliver such notice shall not relieve the Architect of responsibility for the professional quality, technical accuracy, timely completion and the coordination of all designs, plans, reports, specifications drawings and other services rendered by the Architect and the Architect shall without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies in Architect's work product that the Architect is responsible for, which may occur.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. Subject to the provisions of Article 4 hereof, including, without limitation, obtaining Owner's prior approval thereto, the Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager and the Owner, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, subject to the provisions of Article 4 hereof, including without limitation obtaining Owner's prior approval thereto as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The drawings, specifications, and other documents or data prepared by the Architect and the Architect's consultants for the Project, or any component of the Project, are Instruments of Service. Upon payment of all amounts due under this Agreement for that portion of drawings, specifications or other documents prepared or furnished, the Owner shall be deemed the owner of the Instruments of Service. The Architect and its consultants retain nonexclusive licenses to the Instruments of Service, provided that the completed Project represented by the Instrument of Service shall not be duplicated for any other client. The prior written consent of Owner is required for Architect to re-use any of such documents in other projects. The Architect and its consultants do not convey to the Owner their unique or proprietary design techniques or concepts as may be employed in the final Instruments of Service.

§ 7.2 The Contractor, Subcontractors, Sub-subcontractors and material and equipment suppliers shall be granted a limited license to use and reproduce applicable portions of the drawings, specifications and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this license shall bear the statutory copyright notice, if any, shown on the drawings, specifications and other documents prepared by the Architect. Submittals or distributions necessary to meet official regulatory requirements or for other purposes relating to completion of the Project is not to be construed as a publication in derogation of the Architect's copyright or other reserved services.

§ 7.3 If the Owner subsequently reproduces or uses the Instruments of Service, or creates (or causes others to create) a derivative work based upon the Instruments of Service, the Owner shall remove or completely obliterate the original professional seals, logos, and other indications of the identity of the Architect and the Architect's consultants on the Instruments of Service. The Owner shall not use the Instruments of Service for other projects, unless the Owner first obtains written consent from the Architect and, if applicable, the Architect's consultants. The use by the Owner or its successors in interest in title, or assigns, which incorporates the Instruments of Service or any derivatives thereof, shall be at the Owner's sole risk and without any liability or responsibility whatsoever by Architect or its consultants.

§ 7.3.1 Intentionally omitted.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction as modified. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Owner agrees that it will require in the Contract Documents that the Architect is named as an additional insured under the Commercial General Liability Insurance obtained by the Contractor for the Project.

§ 8.1.3 To the fullest extent permitted by law, Architect shall indemnify, defend and hold the Owner harmless from and against all liability, claims, and demands, on account of injury, loss, or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, that arise out of or are in any manner connected with this Agreement, to the extent that such injury, loss, or damage is caused by:

- (a) the negligent, intentional, or willful wrongful act of Architect, or any officer, employee, representative, agent, subconsultant of Architect, or other person for whom Architect is responsible under this Agreement; or
- (b) Architect's breach of this Agreement.

except to the extent such liability, claim, or demand arises through the negligent, intentional, or willful wrongful act of the Owner, its officers, employees, or agents, or Owner's breach of this Agreement.

This indemnity provision is to be interpreted to require Architect to indemnify, defend, and hold the Owner harmless only to the extent of the proportionate share of negligence or fault attributable to Architect or a person for whom Architect is responsible under this Section. To the extent indemnification is required under this Agreement, Architect shall investigate, handle, respond to, and to provide defense for and defend against (with counsel acceptable to Owner), any such liability, claims, or demands at its expense, and to bear all other costs and expenses related thereto, including court costs and attorney fees. This Section shall survive the completion or termination of this Agreement and shall be fully enforceable thereafter until all of the requirements of this Section are performed

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7. The term "consequential damages" shall not include the cost of any structural repair, dismantling, replacement, or waste that is reasonably related to the Architect's negligence.

§ 8.1.5 The prevailing party in any arbitration commenced pursuant to this Agreement shall be entitled to an award

of its reasonable attorney's fees, as well as costs, including expert witness' fees, incurred in the prosecution or defense of such action against the non-prevailing party.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, and the Architect has fully complied with this Agreement and the Owner's failure continues for more than ten (10) days after the Owner receives from the Architect written notice of such failure to pay and the unpaid amounts are not the subject of a bona fide dispute between the Owner and the Architect, such failure shall be considered as cause for Architect for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted provided that, the Architect's fees shall be adjusted only to the extent, if any, that the hourly rates for the Architect's personnel have been increased during the period of suspension as part of the Architect's normal, regularly-scheduled annual rate adjustments for its personnel. If the Architect elects to terminate this Agreement, prior to such termination the Architect shall give ten (10) business days' written notice to the Owner, during which period the Owner may make such payment in order to remedy such failure.

§ 9.2 If the Owner suspends the Project for a period of more than sixty (60) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than six (6) consecutive months for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and such failure shall have continued for a period of more than ten (10) days after receiving notice of such failure from the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause. The Architect shall, upon receipt of such notice, cease all work on the Project and instruct the Architects and other consultants retained by it to cease all work on the Project. The Owner may suspend or abandon work on all or any part of the Project, including work under this Agreement, with or without cause, effective immediately upon notice to the Architect. A suspension of more than six months shall be deemed a termination.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and consist solely of those expenses directly attributable to termination for which the Architect is not otherwise compensated.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 9.9 If work is suspended or terminated by Owner, the Architect shall not be entitled to any payment or reimbursement for any service rendered after receipt of actual or constructive written notice of such suspension or termination, nor shall Architect be entitled to recover lost profits on work not performed., special, consequential or similar damages.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in this Agreement. The Architect may not assign its rights or obligations under this Agreement. Owner may assign its rights and obligations hereunder to its Lender, and Architect agrees to enter into an agreement with the Lender pursuant to which, at Lender's request, Architect will complete its services hereunder. Any entity which shall succeed to the rights of the Owner shall be entitled to enforce its rights hereunder. If Architect attempts to make such an assignment without such consent, it shall nevertheless remain legally responsible for all obligations under this Agreement. The parties agree that this Agreement, and documents created in connection with the implementation of this Agreement, contains or may contain "confidential commercial information" within the meaning of Section 24-72-204(3)(a)(IV), C.R.S. (which is part of the Colorado Open Records Act). If Owner receives a request for disclosure of the terms and provisions of this Agreement, or documents created in connection with the implementation of this Agreement, pursuant to the Colorado Open Records Act, Owner will not provide the requested information without first notifying Architect of the request so that Architect may seek an appropriate protective order or waive the confidentiality provisions of this Section 10.3. Owner will not oppose any action by Architect to obtain an appropriate protective order or other reliable assurance that the confidentiality provisions of this Section 10.3 will be enforced to the fullest extent permitted by the law.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least seven (7) days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, including Owner's Lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least seven (7) days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Architect shall, however, immediately notify the Owner if the Architect becomes aware of any such material or substance in the Project.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Architect shall, at all times, be an independent contractor and not an employee of the Owner and shall, therefore, be liable for its own debts, obligations, acts and omissions, including the payment of all required taxes on behalf of its employees. None of the Architect's employees shall be deemed employees of the Owner. Neither the Architect nor any of its employees shall in anyway hold itself or themselves out as employees of the Owner. Nothing in this Agreement shall be deemed to create a joint venture between the Owner and the Architect.

§ 10.10 The failure of either party to exercise any of its rights under this Agreement shall not be a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving such rights.

§ 10.11 The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S. as from time to time amended, or any other limitation, right, immunity or protection otherwise available to Owner its officers, or its employees.

§ 10.12 Pursuant to Section 24-91-103.6, C.R.S., Owner hereby states that: (i) the money which has been appropriated by the Frisco Bay Marina Main Office and Bathrooms for the services required of Architect under this Agreement is equal to or in excess of the contract amount; and (ii) no change order or other form of order of directive shall be issued by the Owner requiring additional compensable services to be performed by Architect, which work causes the aggregate amount payable under this Agreement to Architect to exceed the amount appropriated for the original Agreement, unless the Architect is given written assurance by the Owner that lawful appropriations to cover the costs of the additional work have been made or unless such work is covered under a remedy-granting provision in the Agreement (as defined in Section 24-91-103.6(4), C.R.S.). Owner shall reimburse Architect on a periodic basis as provided in this Agreement for all additional directed work performed by Architect until a change order is finalized. However, in no instance shall the periodic reimbursement be required before the Architect has submitted an estimate to Owner of the additional compensable work to be performed. All applicable provisions of Section 24-91-103.6, C.R.S., are incorporated into this Agreement by reference.

§ 10.13 The Architect shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of Owner. The Architect shall be free from the control and direction of the Owner in the performance of the services, both under the terms of this Agreement and in fact. The Owner and Architect further stipulate and agree that Architect is customarily engaged in an independent trade, occupation, profession or business related to the performance of the services required by this Agreement. **Architect understands that: (i) Owner will not pay or withhold any sum for income tax, unemployment insurance, Social Security or any other withholding pursuant to any law or requirement of any governmental body; (ii) Architect is obligated to pay federal and state tax on any moneys earned pursuant to this Agreement; (iii) Architect's employees are not entitled to workers' compensation benefits from the Owner or the Owner's workers' compensation insurance carrier; and (iv) Architect's employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Architect or some other entity.** Architect agrees to indemnify and hold Owner harmless from any liability resulting from Architect's failure to pay or withhold state or federal taxes on the compensation paid hereunder.

§ 10.14 In connection with work to be performed under this Agreement, Architect hereby agrees that it: (i) will not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation, religion, national origin, or disability; (ii) will insure that applicants are employed and that employees

are treated during employment without regard to their race, color, creed, sex, sexual orientation, religion, national origin, or disability; and (iii) will in all solicitations or advertisements for employees to be engaged in the performance of work under this Agreement state that all qualified applicants will receive consideration for employment without regard to race, color, creed, sex, sexual orientation, religion, national origin, or disability. Architect shall further comply with all applicable federal, state, and local laws, rules and regulations. Without limiting the generality of the foregoing, Architect shall comply with all applicable provisions of the Americans With Disabilities Act, 42 U.S.C. §12101, et seq. (Public Law 101-336), and all applicable regulations and rules promulgated thereunder by any regulatory agency. The Architect shall indemnify the Owner from any and all liability arising from Architect's failure to comply with all applicable laws or regulations.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Exhibit E

Comment [TL1]: Need revised fee schedule per email

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Exhibit D

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Exhibit D

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

Comment [TL2]: Requirements?

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

N/A

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Exhibit D

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in writing in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants; however it shall not include the premiums for any of the coverages required under Section 2.6 of this Agreement;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar direct Project-related expenditures which are authorized in advance and in writing by the Owner.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

Documents are property of the Owner as paid to date of termination

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. As noted in Exhibit E, \$66,211 has been paid to the total of this agreement to date.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

Per Exhibit D

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

§ 12.1 Any term or provision of this Agreement found to be invalid or unenforceable under any applicable statute or rule of law, including a court of competent jurisdiction, such provision shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect

§ 12.2 Annual Appropriation. Financial obligations of the Owner under this Agreement payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available by the first day of each calendar year. If sufficient funds are not made available, this Agreement may be terminated by either party without penalty; provided, however, that in the event of termination of this Agreement pursuant to this section Owner will pay Architect all sums due for services performed prior to the date of termination. The Owner's obligations under this Agreement do not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

§12.2.1 It is anticipated that Architect will engage other professionals to perform portions of its services. Such professionals shall be employed at Architect's sole cost and expense, unless otherwise agreed in writing by the Owner. The Architect shall obtain from each such professional a written acknowledgment of understanding that the Architect is not a "contractor" as defined by section 38-26-101, C.R.S., and a waiver of any claim to entitlement of benefits under a public works bond furnished to the Owner by the Contractor, or subcontractors. All contracts entered into by the Architect with such professionals shall contain a provision acknowledging the terms of this subsection 12.2.1. The Architect shall forward the Owner a signed copy of each such acknowledgment and waiver along with a copy of each such agreement entered into between the Architect and a professional engaged by the Architect to perform a portion of the services.

§12.2.2 The Owner and the Architect acknowledge and agree that nothing in this Agreement implies any undertaking by the Architect for the benefit of or which may be enforced by the Contractor, its subcontractors, or the surety of any of them; it being understood that the Architect's obligations are to the Owner. Conversely, in performing such obligations, the Architect may not and shall not increase the burdens and exposure of the Contractor, its subcontractors, or the surety of any of them.

§12.2.3 Architect will comply with the terms of Section 8-17-101, *et seq.*, C.R.S., which states:

Whenever any public works financed in whole or in part by funds of the state, counties, school districts, or municipalities of the state of Colorado are undertaken in this state, Colorado labor shall be employed to perform the work to the extent of not less than 80% of each type or class of labor in the several classifications of skilled and common labor employed on such project or public works.

'Colorado labor' as used in this Agreement means any person who is a resident of the state of Colorado, at the time of the employment, without discrimination as to race, color, creed, sex, sexual orientation, marital status, national origin, ancestry, age, or religion except when sex or age is a bona fide occupational qualification.

Architect shall, in all respects, comply with the requirements of this statute.

§12.2.4 This Agreement shall supersede the Contract for Goods and/or Services dated 25 July 2017 between Owner and Architect.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™–2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition

- 2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

N/A

- 3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:

N/A

- 4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Exhibit A – AE RFQP and RFQP Exhibits and Clarifications

Exhibit B – Schedule

Exhibit C – Program and Scope of Services

Exhibit D – Supplemental Conditions

Exhibit E – Fee and Billing Schedule

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)

Gary Wilkinson, Mayor, Town of Frisco

(Printed name and title)

ARCHITECT (Signature)

Matthew A. Stais, President

(Printed name and title)

Exhibit A

The Town of Frisco invites your firm to submit a proposal in response to the attached request. All proposals should be submitted by 1:00p.m., Monday May 29, 2017, to the Town of Frisco, P.O. Box 4100, Frisco, CO. 80443 or to the Public Works Offices at 102 School Rd., Frisco, Co 80443. Proposals should be to the attention of Jenn Shimp, Marina Guest Services Manager.

TOWN OF FRISCO REQUEST FOR PROPOSALS

The Town of Frisco requests proposals from qualified Architects for construction drawings and specifications for the expansion or redesign of the Frisco Bay Marina main office building and bathrooms. Proposals must be submitted by 1:00p.m., Monday, May 29, 2017, to the Town of Frisco, P.O. Box 4100, Frisco, Colorado 80443 or to the Public Works Offices at 102 School Rd., Frisco, Co 80443. Attention: Jenn Shimp. Questions may be addressed to Jenn Shimp.

The Town of Frisco reserves the right to make the award on the basis of the proposal deemed most favorable to the Town, to waive any information, or to reject any or all proposals. The proposal shall remain open and not be withdrawn for a period of sixty (60) days from the submittal date.

GENERAL

This Town of Frisco project will have approx. 6,700 gross sq. ft. including 1,500 sq. ft. for employee housings. Architecturally, the exterior will have a marina look with a mountain feel. Drawings should include multiple office spaces, retail storage area, supply rooms, large retail area, decks, staff breakroom/kitchen, staff locker room, staff bathrooms, customer restrooms, and boat tenant showers. This proposal should include an analysis and/or recommendation for either the removal of the current Lund House or the repurposing of the building. The drawings need to take into account a possible future expansion of the restaurant area. The architect will be expected to have at least one meeting with Council to discuss the design and costs. The proposed plan currently does not have a construction date. Specifications should include, but not limited to, the following:

General Requirements

- Sitework
- Concrete
- Masonry
- Metals
- Wood & Plastics
- Thermal & Moisture Protection
- Doors & Windows
- Finishes
- Specialties
- Mechanical
- Electrical
- Plumbing
- Civil

SCOPE OF SERVICES

The firm will provide a summary of costs for all services and materials anticipated to be incurred for this project.

EXAMINATION OF SITE

Architect should inspect the existing conditions of the Marina Office building, bathrooms, and the area of the proposed project.

CODES AND ORDINANCES

All Architects shall comply with all applicable codes, ordinances, and requirements in effect at the time of the bid, including, but not limited to, the following:

Applicable local codes and ordinances (available online at www.frisco.gov)

- International Building Code 2012
- Fire Code 2012
- Plumbing Code 2012
- International Mechanical Code 2012
- Energy Conservation Code 2012

Additions as adopted by Frisco Town Code
NFPA70 Latest Edition
International Fuel Gas Code 2012

If discrepancies occur between these specifications, local codes, local utility requirements, etc., the most stringent requirements shall apply.

CONSTRUCTION COST ESTIMATE

The Town of Frisco will request a preliminary estimate based on the drawings and specifications, including, but not limited to, the following:

Proposed Project Schedule
General Trades Breakdown
Mechanical Systems Breakdown
Electrical Systems Breakdown

DELIVERABLES

A minimum of 7 sets of plans, and in electronic format, shall be provided for the final design and construction drawings.

matthew stais architects

108 north ridge street
p o box 135
breckenridge
colorado 80424
970 453 0444

27 June 2017

Ms. Jenn Shimp
Guest Services Manager
Frisco Bay Marina
Frisco, Colorado

via email to jenns@townoffrisco.com

re: **FBM Proposal Follow Up**

Jenn:

Our team has been following up on discussions earlier this month regarding scope of work and design fees for your upcoming project. We discussed breaking out our design fees for 2017 and offering a menu of options for Town staff review. Working from your email of June 14, we have developed projections for hours and fees for those discrete pieces of work. Please see attached worksheet titled 'addendum #1' to our proposal. We have tried to define the 'deliverables' for each work item to give a clear understanding of the level of detail to be provided.

Please note that our proposal includes working on an hourly fee basis for the initial stages of the project, so we may be able to fulfill many of the requested tasks within the fees quoted in our proposal. In our experience, the project scope often evolves during the initial phases of the project, so working hourly proves more equitable to both parties.

I've also been thinking about project schedule, wondering how to help you manage your short and long term needs, public process, public bidding, contractor negotiation and building permit review. I've taken a first crack (very preliminary) showing how the timeline might unfold. We can cross-reference this with the fees in the original proposal to determine when those amounts may come due (ie, 2017 or 2018 for your budgeting purposes).

Finally, I'll mention again that our team is **extremely motivated** to work with you on this project – Elena, Mark and I each have boats there all summer! We can be flexible with our fees and scope to

Ms. Jenn Shimp
27 June 2017
page 2

meet your requirements. We don't want to the fees to become an impediment to moving forward together. Explain what your expectations are and we'll adjust ours accordingly.

We are happy to discuss this in more detail with you, Diane or other TOF staff that would help. If you have questions or require anything further, please let me know. Thanks again for your consideration.

Very truly yours,



Matthew A. Stais
Principal Architect
Matthew Stais Architects

P.S. I have also enclosed MSA 'supplemental conditions' to the Owner-Architect Agreement. This is our standard legal boilerplate which should have been included in the original proposal. We can modify pieces of this to suit your needs if/when we move forward with the legal paperwork.

encl: email from jenn shimp, 14 june 2017
design fees – addendum #1, 27 june 2017
preliminary FBM project timeline, 26 june 2017
MSA supplemental conditions, 1 sept 2015

- Program
 - Town of Frisco Marina Main Office and Restrooms
 - Program to include the following components:
 - Retail space
 - Office space for marina staff
 - Men's and women's public restrooms
 - Men's and women's slip holder restrooms/changing rooms
 - Outdoor deck and patio areas
 - Storage and support spaces
 - Mechanical, electrical, IT, fuel monitoring systems
- Scope of services
 - Programmatic Analysis
 - Programming of Marina office building to take place with Owner
 - Schematic Design
 - Preparation and review of schematic design plans with Owner and construction manager at 50% and 100% milestones
 - Municipal Entitlements
 - Submission of preliminary 'sketch plan' submittal to Town planning department and usual and customary follow up
 - Submission of final 'development application' submittal to Town planning department and usual and customary follow up
 - Design Development
 - Preparation and review of design development plans with Owner and construction manager at 50% and 100% milestones
 - Material selection
 - Construction Documentation
 - Preparation of and review of 80% (permit set) and 100% construction documents and specifications in accordance with reviewed design development plans (specifications may be included in drawing set)
 - Final building material choices to be made and reviewed with Construction Manager
 - Permitting Support
 - Responses to permitting requirements from building department review
 - Updated drawings per permit comments for construction set of plans
 - Construction Administration
 - Attend precon kickoff meeting on site
 - Weekly OAC meeting attendance
 - Review of shop drawings
 - Responses to RFI's
 - Provide ASI as required
 - Active involvement in project closeout procedures

* All elements of scope of services to include coordination with design team consultants

matthew stais architects

108 north ridge street
p o box 135
breckenridge
colorado 80424
970 453 0444

Exhibit D
Supplemental Conditions to the Owner-Architect Agreement for
Frisco Bay Marina Main Office and Bathrooms
27 July 2018

- 1.1** Standard billing rates for Matthew A. Stais, Architect, P.C. (hereinafter referred to as MSA) personnel:
- .1 Principal Architect: \$200.00 per hour
 - .2 Project Architect: \$135.00 per hour
 - .3 Architectural Staff Level 3: \$110.00 per hour
 - .4 Architectural Staff Level 2: \$90.00 per hour
 - .5 Architectural Staff Level 1: \$75.00 per hour
 - .6 Interiors Staff Level 3: \$110.00 per hour
 - .7 Interiors Staff Level 2: \$90.00 per hour
 - .8 Interiors Staff Level 1: \$75.00 per hour
 - .9 Administrative Staff Level 2: \$75.00 per hour
 - .10 Administrative Staff Level 1: \$55.00 per hour
 - .11 MSA shall determine billing rates for MSA personnel.
- 1.2** Consultants arranged for and billed through MSA (if not included in basic services) shall be billed in addition to compensation for Basic Services, as follows: cost + 10%
- 1.3** Reimbursable expenses include expenses incurred by MSA in the interest of the project. Expenses shall be billed in addition to compensation for Basic Services, as follows, unless otherwise noted in this Agreement.
- .1 All expenses, unless otherwise noted: cost + 10%
 - .2 Computer plots and reproductions: 24x36 bond (B&W): \$2.50 each
24x36 bond (color): \$5.00 each
24x36 photo (color or B&W): \$20.00 each
8.5x11 photo (color or B&W): \$10.00 each
 - .3 Photographs: \$0.50 each
 - .4 Mileage: per current IRS regulations
- 1.4** Initial payment is waived.
- 1.5** Invoices:
- .1 Invoices shall be sent on a monthly basis, unless otherwise determined by MSA.
 - .2 Amount due for portions of this Agreement to be performed on an hourly basis shall be determined by MSA per rates and conditions outlined herein.
 - .3 Amount due for lump sum portions of this Agreement shall be determined by MSA as the percentage of the work for project phase completed at that time.
 - .4 Invoices are payable upon receipt by Client. Invoices thirty days past due shall be considered substantial nonperformance on the part of the Client and shall accrue interest at the rate of 1.75% per month from date of original invoice.
- 1.6** Overtime labor, performed at the request of the Client, shall be billed at 150% of standard rates.
- 1.7** MSA shall be entitled to reimbursement for time and expenses incurred to collect any past due amounts, including attorney's fees, court costs, interest, and any other related expenses.
- 1.8** These Supplemental Conditions, including billing rates for labor and reimbursable expenses, shall be reviewed and adjusted on an annual basis.

article 2 : MSA services

- 2.1** MSA services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. MSA makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

article 3 : client's responsibilities

- 3.1** MSA shall rely on the information provided by the Client. This includes surveys and drawings of existing conditions. In the event that such information changes, the Client agrees to promptly inform MSA.
- 3.2** The Client understands and agrees that time and communication are critical issues in any building project and that prudent decisions must be made in order to maintain the project schedule. Accordingly, the Client shall promptly approve the progress of the work at project milestones or as required by MSA for timely progress of MSA work.
- 3.3** Substantial revisions to the scope of work shall be accompanied by adequate revisions to the project budget, size, quality, and/or schedule.
- 3.4** Substantial revisions to the work after approval of pertinent project phase shall be considered additional services and billed as such.
- 3.5** In recognition of the relative risks, rewards and benefits of this Project to both the Client and MSA, the Client agrees that the total aggregate liability of MSA, its officers, employees, agents and consultants for negligent acts, errors and omissions shall not exceed the limits of any available liability insurance held by MSA, its principals, affiliates, subcontractors, and engineers.

Exhibit E to Owner-Architect Agreement**Fee and Billing Schedule**

Frisco Bay Marina

27 July 2018

Main Office and Restrooms

	base fee:	proposal	revisions	contract amount	paid to date	remaining
1	architectural & general	\$78,540	\$7,000	\$85,540	\$59,247	\$26,293
2	civil	\$24,990		\$24,990	\$2,225	\$22,765
3	landscape	\$19,635		\$19,635	\$4,739	\$14,896
4	structural	\$21,420		\$21,420		\$21,420
5	mech/elec	\$23,205	\$8,925	\$32,130		\$32,130
6	energy/green	\$8,925	(\$8,925)	\$0		\$0
7	interiors	\$17,850		\$17,850		\$17,850
8	total:	\$194,565	\$7,000	\$201,565	\$66,211	\$135,354

notes:

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1. this exhibit is based on MSA proposal dated 29 May 2017, as revised.
 2. work shall be billed on hourly basis through municipal planning approval, then negotiated.
 3. reimbursable expenses not included in this worksheet.
 4. \$7,000 added to architectural scope for 2 open houses and 2 council presentations.
 5. \$8,925 base fee for energy modeling reallocated from line 6 to line 5.
 6. master plan coordination paid to date has been subtracted from architectural (line 1).
 7. interior design billed and paid to date (line 7) has been included with architectural (line 1).



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: DEBORAH WOHLMUTH, TOWN CLERK
RE: NEW TAVERN LIQUOR LICENSE – TEN MILE MUSIC LLC DBA 10 MILE MUSIC HALL
DATE: AUGUST 28, 2018

Background: As prescribed in State Statute, all new liquor license applications must be first submitted to the local licensing authority for approval. Supporting documentation as outlined on State form DR 8404 must accompany the application to begin the hearing process requirements. The preliminary findings have been included in this report to support proof of a completed application.

Analysis: This application is for a new tavern liquor license for Ten Mile Music LLC dba 10 Mile Music Hall located at 710 Main Street. Applicants Todd Altschuler, Keegan Casey, and Chris Thompson have filed the necessary paperwork and posted the premise in accordance with the Colorado Liquor Code. Further, notice of this application was published in a newspaper of general circulation on August 17, 2018 pursuant to statutory requirements. The Police Department has performed the necessary fingerprinting and background checks for the applicants and have found them to be satisfactory. Criminal history reports of the Colorado Bureau of Investigation and Federal Bureau of Investigation are pending.

Staff Recommendation: On that basis, it is my

RECOMMENDATION

that the Council make a motion approving the issuance of a new tavern liquor license for Ten Mile Music LLC dba 10 Mile Music Hall located at 710 Main Street, on the basis of the following findings: that the Authority (1) has reviewed the neighborhood under consideration and finds it to be the Town of Frisco as a whole; (2) has considered the desires of the inhabitants of the neighborhood and finds that the inhabitants desire an additional establishment that serves liquor; (3) has reviewed the needs of the neighborhood for the outlet and finds that the needs of the neighborhood are not met by the existing outlets; (4) has reviewed the location of the proposed establishment and finds that it is not located within 250 feet of any school or college campus; (5) has reviewed the qualifications of the applicant and, pursuant to the requirements of the Frisco Code and Colorado Statutes, find the applicant to be qualified to obtain a retail 3.2% Beer Off Premise license for a new new tavern liquor license for Ten Mile Music LLC dba 10 Mile Music Hall.