

***THE FEBRUARY 11, 2020 COUNCIL PACKET MAY BE VIEWED
BY GOING TO THE TOWN OF FRISCO WEBSITE.***

**RECORD OF PROCEEDINGS
WORK SESSION MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
FEBRUARY 11, 2020
4:30PM**

Agenda Item #1: Frisco Broadband Strategy

Agenda Item #2: Comprehensive Vision and Project Implementation Plan for the Peninsula Recreation Area (PRA): Preliminary Concept Design Plan Presented by Lose Design

**RECORD OF PROCEEDINGS
REGULAR MEETING AGENDA OF THE
TOWN COUNCIL OF THE TOWN OF FRISCO
FEBRUARY 11, 2020
7:00PM**

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

Call to Order:

Gary Wilkinson, Mayor

Roll Call:

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

Public Comments:

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

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

Mayor and Council Comments:

Staff Updates:

Presentation:

Frisco's Finest Award – Sandy Mortensen

Consent Agenda:

- Minutes January 28, 2020 Meeting
- Warrant List
- Purchasing Cards
- Town Manager Contract Approval
- Resolution 20-09, Clean Energy Collective, Community Solar Contract

New Business:

Agenda Item #1: First Reading Ordinance 20-02, an Ordinance Amending Chapter 155 of the Code of Ordinances of the Town of Frisco, Concerning Streets and Public Ways, by Amending Article II thereof, Concerning Utility Installations, to give the Town the ability to Provide for the Construction of Communications Conduits in Connection with the Excavation of Public Ways for Utility Purposes, or the Construction of New Streets
STAFF: JEFF GOBLE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Agenda Item #2: Resolution 20-08, Authorizing the Contract Award for the Walter Byron Restroom and Playground Project STAFF: SUSAN LEE 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Adjourn:



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR
RE: FRISCO BROADBAND STRATEGY
DATE: FEBRUARY 11, 2020

Summary and Background: In late 2019, Town Council requested a work session to discuss possible future strategies for broadband in Frisco. Recent discussion of a dig-once policy, future significant road work and the recent completion of Project Thor's fiber "Meet Me Center Host" point at County Commons create an ideal time to strategize around broadband for Frisco. Through Project THOR, the Northwest Colorado Council of Governments (NWCCOG) has a goal to deliver abundant, reliable and lower cost broadband access to local internet service providers, participating state and local governments, schools, libraries, and healthcare and public safety facilities, and has a continued commitment to working with Frisco to achieve this goal here.

Currently, internet service in Frisco is supplied via Digital Subscriber Line (DSL), satellite, copper, or coaxial cable. The average download speed is 19.7 Megabits per second (Mbps) and average upload speeds are at about 6 Mbps across four possible providers. Xfinity reports that they can ramp up to 1,000 Megabits of download speed and 35 Megabits of upload speed via coaxial cable with costs of \$500+ dollars a month. Upload speeds are of particular interest and have the most significant impact on industries and businesses, which require particularly fast upload speeds to communicate large amounts of data.

Satellite slowest	25 Mbps	3 Mbps	It is widely available, but offers slower speeds due to a far-traveling signal.
DSL low- range	89 Mbps	6 Mbps	Provides internet service via phone cables and is up to ten times faster than dial-up service.
Cable high- range	89 Mbps	6 Mbps	Provides internet speeds faster than DSL through the same cables used for cable TV.
Fiber fastest	761 Mbps	741 Mbps	Fiber relies on glass strands to relay digital code and is much faster than both DSL and cable.

Analysis: Future road and project construction in Frisco is providing an ideal opportunity to lay conduit and fiber (fiber does not need to be installed concurrently) without incurring the additional cost of excavation and road repair. It also mitigates further inconvenience to residents and businesses. By taking advantage of and connecting to the “Meet Me Center Host” point at County Commons, the Town of Frisco would be able to meet the needs of Frisco into the foreseeable future.

Project Thor staff has recommended that the Town strategize to bring fiber from County Commons to Frisco Town Hall, where a broadband utility could be established by the Town. Maintenance of fiber and distribution of broadband would be the responsibility of the Town, but could be contracted to a third party. Companies, which use publicly owned broadband networks, like those supported by Project Thor, to take broadband the “last mile” to consumers are being used in small communities like Kremmling and Eagle to provide better and more affordable broadband access to residents and businesses. In the absence of high returns on investment for companies, smaller communities are more regularly taking on the “middle mile” broadband infrastructure, which can then be leased and utilized by for profit companies to provide affordable service.

The Colorado Department of Local Affairs (DOLA) provides grant opportunities for planning broadband networks (25% local match) and for “middle mile” infrastructure (50% local match). A planning grant would potentially lay out Frisco’s broadband future, and “middle mile” infrastructure grants would potentially support Frisco’s ability to get fiber from County Commons to Town Hall and other town facilities.

- The Gap Project could allow the Town to lay conduit and fiber on Highway 9 from Peak One Drive/Recreation Way to Main Street, over the course of two summers. NWCCOG has extensive experience working with the Colorado Department of Transportation (CDOT) and has offered support and resources to Frisco.
- The Granite Street Project could bring conduit and fiber to within a block of Frisco Town Hall.
- Proposed pathway improvements from the pedestrian tunnel to the Adventure Park Day Lodge area could provide an opportunity to bring conduit and fiber into Town buildings at the Adventure Park.
- Ongoing Marina improvements could also provide opportunities to lay conduit and fiber to more Town facilities.
- Summit School District has expressed an interest in bringing conduit and fiber to the Middle School, and a partnership around this could also serve the Public Works’ building. The schools and libraries universal service support program, commonly known as the E-rate program, is a funding mechanism available under the direction of the Federal Communications Commission to help schools and libraries obtain affordable broadband. Along with a DOLA grant, this may be a viable strategy for bringing broadband north past Main Street on Summit Boulevard.

Financial Impact: It is approximately \$34.53 per foot to install fiber and three conduits (for future growth/lease potential). This ballpark figure was provided by Project Thor staff.

For example, it is about 2,700 feet on Highway 9 from Recreation Way/Peak One Drive to Water Dance (first phase of the Gap Project) and another 2,700 feet on Highway 9 from Water Dance to Main Street (2nd phase of the Gap Project). This means that these two stretches would be about \$93,231 **each**. This includes engineering, permitting, labor to lay conduit and fiber, and three conduits total; extra two are for future growth/lease potential. This does not include any costs for fiber lease/access from Summit County.

This cost would decrease if fiber were not installed in the conduit immediately or if there was a decision made to install fewer conduits. Conduit is about \$.80 a length foot and fiber is about \$3 a length foot. Also, the Town would pursue grants whenever possible for any broadband infrastructure or planning projects.

Alignment with Strategic Plan: A strategy to bring broadband to Frisco supports Town Council's goal for a thriving economy and inclusive community.

Staff Recommendation: Staff is seeking direction from council on the following questions:

- Should staff work on a budget for a Frisco broadband strategic planning process to begin in 2021?
- Should staff work on incorporating conduit and fiber in the first phase of the Gap Project happening in the summer of 2020? This would involve immediate planning with CDOT and an out of budget cycle ask for resources.
- Should staff budget for conduit and fiber install on the second phase of the Gap Project happening in the summer of 2021?

Reviews and Approvals: Bonnie Moinet, Finance Director – Approved pending Council appropriation of 2020 funding out of budget cycle



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: LINSEY JOYCE, ASSISTANT RECREATION & CULTURE DIRECTOR
**RE: COMPREHENSIVE VISION AND PROJECT IMPLEMENTATION PLAN FOR THE PENINSULA
RECREATION AREA (PRA): PRELIMINARY CONCEPT DESIGN PLAN PRESENTED BY LOSE
DESIGN**
DATE: FEBRUARY 11, 2020

Summary and Background: The Town of Frisco budgeted for a new operations building at the Peninsula Recreation Area (PRA) in 2019, and approved a design/build contract with MW Golden Constructors by Resolution 19-16 on March 26, 2019. The project scope consisted of a 4,000ft² prefabricated metal building to be built out with interior office space and maintenance and storage space. On May 14, 2019, the scope, design, budget and challenges associated with this building were presented to Council. The costs of construction for the building exceeded budgeted amounts. In addition, concerns regarding the site location, current and future programming needs and the lack of a comprehensive vision for the PRA were brought forward and discussed. Council directed staff to pursue a more comprehensive planning effort before building any new amenities at the PRA. The contract with MW Golden Constructors was terminated June 3, 2019, and the Request for Proposals (RFP) for a Comprehensive Vision and Project Implementation Plan for the PRA was issued on June 19, 2019. Staff received five (5) bids for the project and on August 27, 2019, staff recommended and Council supported moving forward with a contract with Lose Design for the Comprehensive Vision and Project Implementation Plan for the PRA.

Staff from Lose Design were on site in Frisco on September 25-26, 2019, to conduct staff and stakeholder interviews at the Frisco Nordic Center. Following these interviews, an Advisory Committee consisting of community members, staff and two Council members (Mayor Pro Tem Mortenson and Council Member Fallon) was formed and two workshops were held with this committee. Bram Barth and Sean Guth with Lose Design worked closely with this Advisory Committee and will present preliminary findings and site concepts to Council at the February 11, 2020, work session.

Analysis: The Comprehensive Vision and Project Implementation Plan for the PRA will detail and map current and future land use allocations for operations, trails, pathways, parking, storage, recreation and services. It will include a specific and prioritized implementation framework for the Town to use over time.

Lose Design has reviewed previous planning efforts developed for the PRA and has taken a holistic approach to develop a preliminary, modest site plan that addresses the following:

- Identifies needs and opportunities at the PRA
- Highlights opportunities for revenue growth at the PRA
- Highlights connectedness between iconic Main Street Frisco and the PRA
- Details the current use and identifies future land use for operations, pathways, parking, storage, recreation programs and services.

The PRA consists of 807 acres, of which 220 acres are owned by the Town. Lose Design has focused on these 220 acres and has taken a thoughtful approach to the project by respecting the open space of the PRA with minimal commercial recommendations. This approach utilizes what is currently built, repurposes some of the buildings and areas, and recommends future growth opportunities on a variety of different sites.

Included in the Council packet are four (4) base concept maps for the PRA. Of particular note:

- The “recreation village” comprised of a centralized gathering space with the Nordic Center, Day Lodge, Administrative Building (new), and Activity Center (new).
- New overlook areas to capture the views of the area.
- A new wedding arbor and event center, both of which are revenue generating opportunities.
- A bypass pathway/new recreation pathway paralleling highway 9.
- Pavilion areas for restrooms, shade and possible rentable spaces.

The PRA is one of two significant revenue sources for the Town, and the opportunities for growth and development in this area are significant. The information presented by Lose Design represents a modest, recreation approach to the PRA that maintains the character of the area. The recommendations in this preliminary plan enhance the community gathering spaces while driving some additional revenue and sustaining the operations.

Staff's request is for Council to review the base concepts presented by Lose Design and provide feedback. Staff also requests Council weigh in on any other opportunities they potentially would like staff and the design team to further explore as part of this planning process. There are additional private sector opportunities that have not been explored as part of this design work at the PRA that staff would like the Council to consider. For example, the opportunity for a private food and beverage operation at the PRA similar to the current F&B concessionaire agreement at the Marina may be an option for further exploration.

Financial Impact: As part of the final plan, Lose Design will provide cost estimates along with phasing options for this plan. The cost estimates are unknown at this time. Sports Facility Advisory (SFA) is working with Lose Design to examine current revenue streams and to develop new funding strategies for this plan.

There is currently \$60,000 in the 2020 capital improvement fund (20-2000-5077) for continued planning efforts at the PRA. One of the goals of the Comprehensive Vision and Project Implementation Plan for the PRA is to determine if the proposed future buildings and amenities are in the appropriate locations for current and future uses. Should Council opt to design and/or construct new facilities at the PRA in 2020, funds would need to be allocated to the project through a budget amendment.

Alignment with Strategic Plan: Vibrant Recreation is one of the strategic priorities for Town Council; this includes evaluating current and future uses of the PRA. Lose Design has evaluated the current facilities, amenities, programs and revenue streams; they have also

researched additional opportunities for new revenue streams, futures uses of facilities and have proposed recommendations for short and long term prioritization.

Environmental Sustainability: Lose Design and SFA will continue to take a holistic view of the PRA and will evaluate environmentally sustainable opportunities. Staff will continue to encourage decisions be made based on the best interest of our community and the environment.

Staff Recommendation: Staff recommends reviewing the base concept maps that are included in this memo and to review the needs and opportunities identified. Staff also recommends Council discuss additional opportunities at the PRA they would potentially like to see further explored as part of this planning process.

The next step in this planning process is to host a community conversation meeting and invite Town of Frisco residents to review the base concept maps and share their feedback. This is tentatively scheduled for the first weeks in March, pending Council's approval and direction.

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

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

Attachments:

Attachment 1: Base Concept Maps of the PRA

LEGEND:

- 1 ENTRY SIGNAGE
- 2 ADDITIONAL PARKING
- 3 PAVILION
- 4 PLAYGROUND
- 5 EXISTING SKATE PARK
- 6 BIKE PARK ENTRY
- 7 SLEDDING HILL (WINTER ONLY)
- 8 ADMINISTRATION BUILDING
- 9 YURT
- 10 ICE SKATING PLAZA
- 11 DAY LODGE
- 12 TUBING HILL (WINTER ONLY)
- 13 NORDIC LODGE
- 14 ACTIVITY CENTER
- 15 MULTI-USE FIELD
- 16 SLEIGH/ WAGON PICK-UP PLAZA
- 17 MAINTENANCE FACILITIES/ YARD
- 18 TWO-BELOW ZERO FACILITIES/ YARD
- 19 HILLTOP WEDDING ARBOR
- 20 EVENT CENTER
- 21 OVERLOOK
- 22 DOG PARK / TRAILHEAD
- 23 BIKE PARK
- 24 BY-PASS PATHWAY
- 25 SKI AND RIDE HILL (WINTER ONLY)





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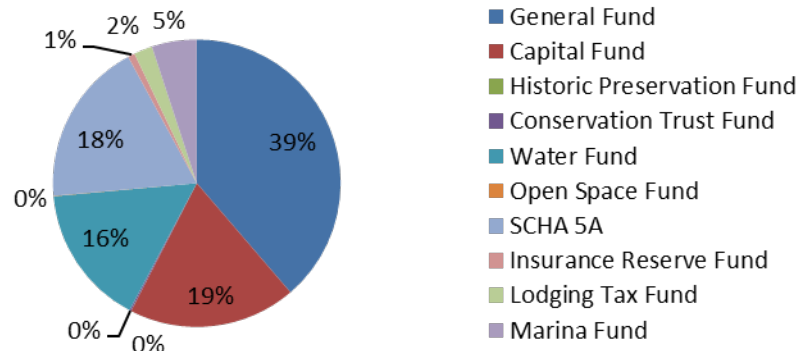
PENINSULA RECREATION AREA
BASE CONCEPT (RECREATION VILLAGE)
TOWN OF FRISCO, COLORADO

FINANCE REPORT - CASH POSITION DECEMBER 2019

LEDGER BALANCES:

General Fund	\$10,444,444.69
Capital Fund	\$5,085,817.09
Historic Preservation Fund	\$1,013.10
Conservation Trust Fund	\$50,287.36
Water Fund	\$4,263,865.78
Open Space Fund	\$12,397.65
SCHA 5A	\$4,989,305.88
Insurance Reserve Fund	\$210,027.64
Lodging Tax Fund	\$560,601.04
Marina Fund	\$1,362,945.90
TOTAL	\$26,980,706.13

Cash Percentage of Total Ledger

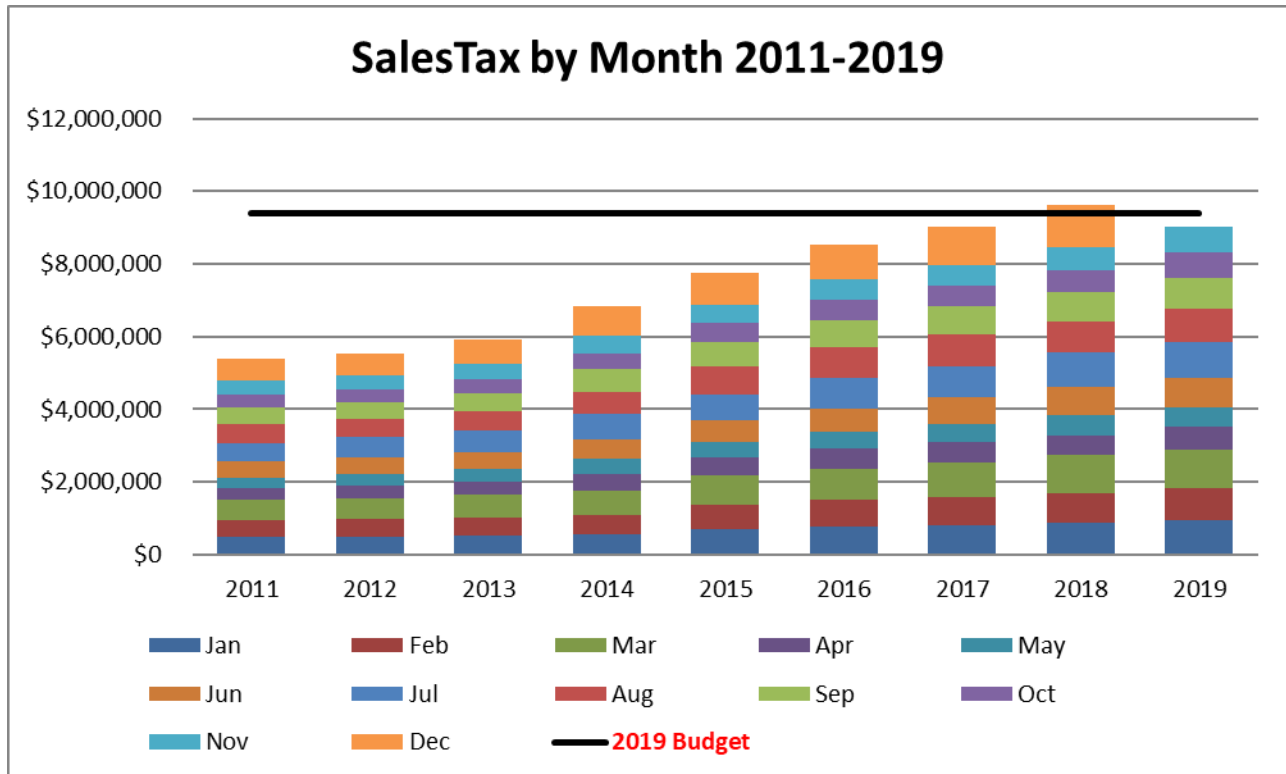


ALLOCATION OF FUNDS:

Wells Fargo Bank West NA - Operating Account Bank Balance	\$3,439,852.41
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$377.95)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$218,545.36)
DIT Cash Clearing Account	\$0.00
Colotrust Plus	\$12,571,272.55
CSAFE	\$1,433,581.96
CSIP	\$2,190,536.20
Solera National Bank Savings	\$1,395,292.47
Alpine Bank CD	\$272,192.76
FirstBank CD	\$271,597.84
Wells Fargo CD	\$2,533.73
Flatirons Bank CD	\$240,000.00
Western States Bank CD	\$241,391.34
SIGMA Securities	\$1,699,187.26
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Mutual Securities	\$1,219,932.74
ProEquities	\$1,732,258.18
TOTAL	\$26,980,706.13

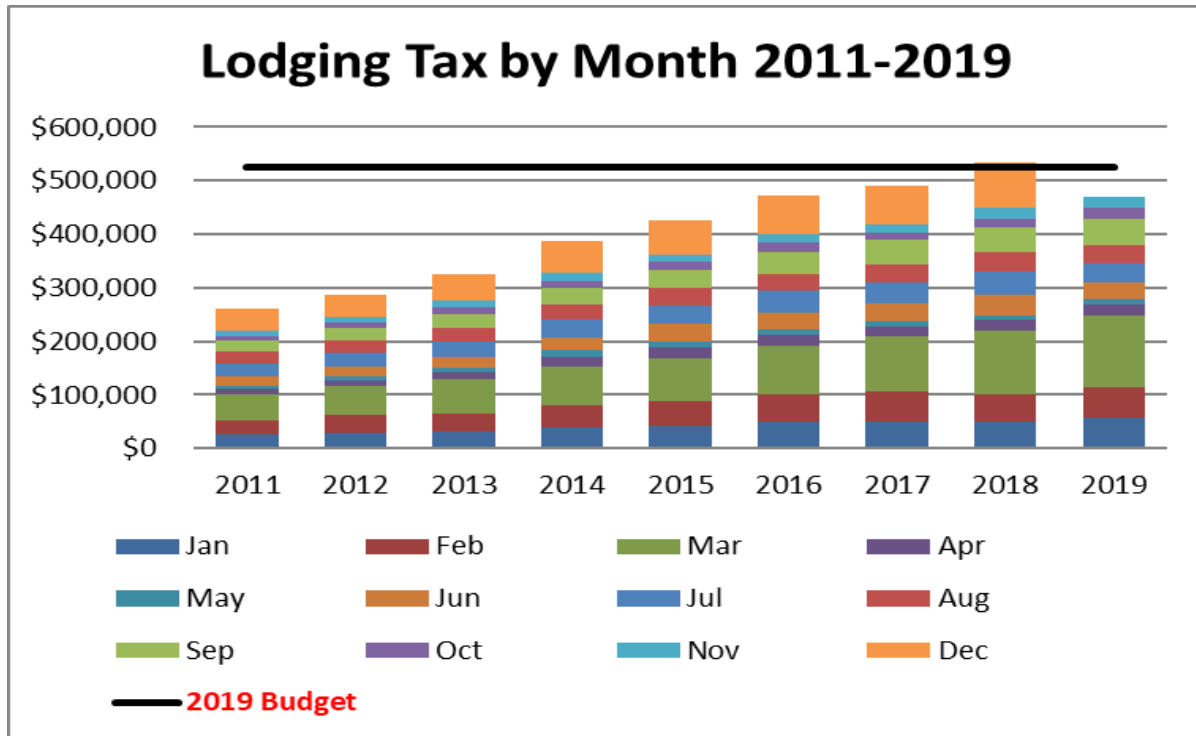
TREASURER'S REPORT**FUND SUMMARIES - DECEMBER 2019**

Department	2019 Budget	Year to Date	% of Budget
General Fund:			
Revenues	\$14,528,650	\$14,405,988	99.2%
Expenditures	\$13,757,644	\$11,627,483	84.5%
Capital Fund:			
Revenues	\$2,654,007	\$1,693,737	63.8%
Expenditures	\$5,457,591	\$3,248,603	59.5%
Historic Preservation Fund:			
Revenues	\$1,000	\$1,013	101.3%
Expenditures	\$0	\$0	0.0%
Conservation Trust Fund:			
Revenues	\$29,300	\$37,031	126.4%
Expenditures	\$39,600	\$37,640	95.1%
Water Fund:			
Revenues	\$1,059,000	\$1,322,122	124.8%
Expenditures	\$1,249,931	\$735,469	58.8%
Open Space Fund:			
Revenues	\$175	\$285	163.1%
Expenditures	\$0	\$0	0.0%
SCHA 5A Fund:			
Revenues	\$1,294,320	\$1,614,176	124.7%
Expenditures	\$2,092,740	\$44,328	2.1%
Insurance Reserve Fund:			
Revenues	\$1,800	\$4,836	268.7%
Expenditures	\$65,000	\$0	0.0%
Lodging Tax Fund:			
Revenues	\$568,000	\$522,753	92.0%
Expenditures	\$572,365	\$505,580	88.3%
Marina Fund			
Revenues	\$6,380,000	\$7,120,787	111.6%
Expenditures	\$5,438,064	\$5,070,678	93.2%
100% OF THE FISCAL YEAR HAS ELAPSED			



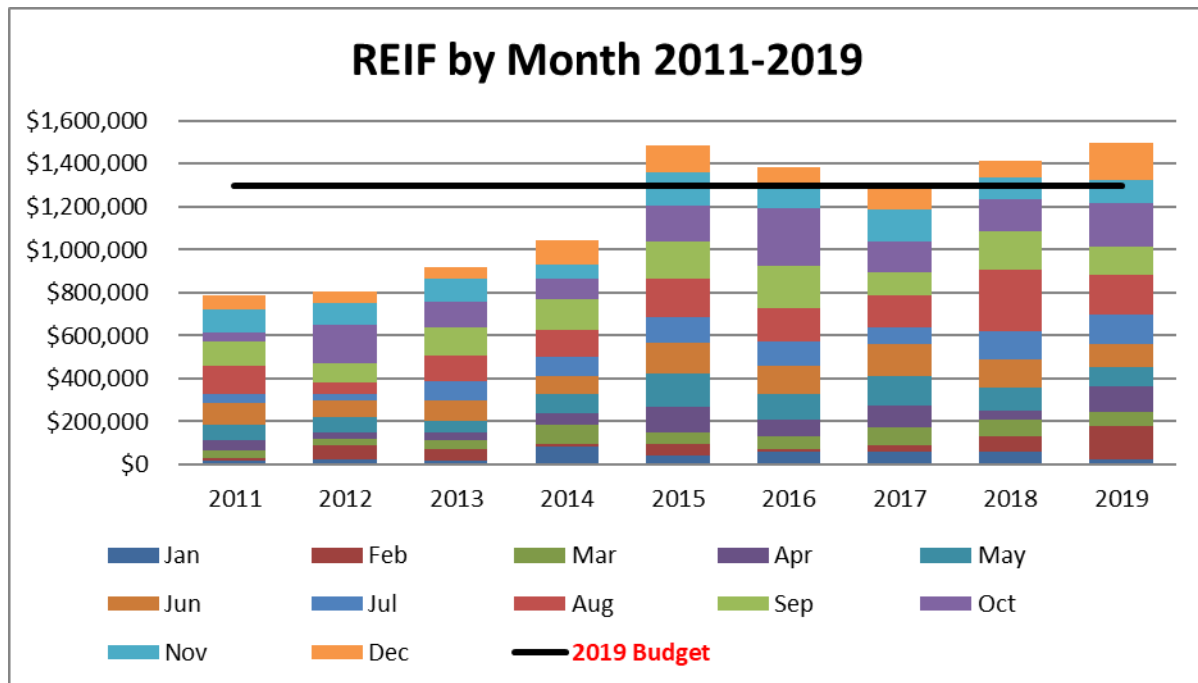
Year-to-date through November is up 6.67% or \$565,108 compared to Y-T-D 2018. The actual year to date dollar amount for November is \$9,033,160 compared to \$8,468,052 for November 2018. For the Month of November total sales tax receipts posted a 10.43% increase over November of 2018, or \$68,634 in actual dollars.

When 12 out of seventeen categories exhibit growth we can assume our economy is doing well. Having ski areas opening earlier than ever this year and great holiday snow falls, there is no question to why our tourism is up. There was also a significant filer in the health and beauty category that dramatically increased returns over 600% from previous years. Other categories showing the highest growth include Vacations, Marijuana, and Office. Staff is very confident that revenue projections will be hit if not exceeded with December returns.



Year-to-date through November is up 4.92% or \$22,051 compared to Y-T-D 2018. The actual year to date dollar amount for November is \$469,984 compared to \$447,933 for November 2018. For the month of November revenues are down \$377 compared to November 2018.

Staff was optimistic by predicting lodging taxes coming in this year with record numbers. The town seemed very busy in December and we also have many short term rental business coming into compliance, with only one month remaining in the year and a strong tourism base we are confident that budget projections will be hit if not exceeded.



Year-to-date through December is up 5.73% or \$81,183 compared to Y-T-D 2018. The actual year-to date dollar amount is \$1,496,897 compared to \$1,415,714 Y-T-D 2018.

Our highest ever real estate investment fees collection year! With record high market prices coupled with one of the best places to live you can see why REIF fees are on the rise. Staff is already optimistic after a strong start to the 2020 year with January sales that we will have another outstanding year.

REIF REPORT - DECEMBER 2019		
SELLER'S LAST NAME	BUYER'S LAST NAME AND ADDRESS	REIF AMOUNT
208B CREEKSIDE LLC	STACEY, 1101 9000 DIVIDE ROAD, UNIT 209	8,350.00
STACEY	ENCK/COHN, 1127 9000 DIVIDE ROAD, UNIT 207	5,200.00
BOGEN	OSUNA, 17 MOUNT ROYAL DRIVE UNIT L	9,200.00
HOLIDAY CENTER LLC	PIETRASZEK, 1121 DILLON DAM RD UNITS B,C, F	0.00
APPLEGATE	TUCKER, 318 S 8TH AVE #M-4	0.00
KATO	KATO FAMILY TRUST, 181 ROSE CROWN CIRCLE	0.00
HANSCHMIDT	ERIC FISHER,LLC, 100 BASECAMPE WAY #212	3,050.00
THATCHER	LOTSPEICH REVOCABLE TRUST, 742 LAGOON DRIVE UNIT C	3,250.00
CHANDLER	FRASER/LAWSON, 481C W MAIN ST UNIT 102	6,500.00
HOLIDAY CENTER LLC	PIETRASZEK, 1121 DILLON DAM RD, UNITS A,D,E	0.00
WADE TRUST	DHALIPOW LLC, 209 LARSON LANE	11,000.00
KELLY	KELLY, 805 5TH AVE #252	0.00
MCCLLENEGHAN	MOORE, 487 W MAIN ST #C	7,500.00
MCCLLENEGHAN TRUST	MCCLLENEGHAN, 487 W MAIN ST #C	0.00
ROWAN TOWNHOMES	QUERY, 510 BELFORD STREET UNIT 2	4,090.00
SABATOS	BRUEGGEMEIER, 314A MINERS CREEK ROAD	6,250.00
400 MAIN STREET LLC	MOTSINGER, 481C WEST MAIN STREET #C-101	0.00
SCHUETZ	TOWN CENTRE LTD, 156 S 4TH AVE, BLDG 1 UNIT 10	0.00
WURTS	WURTS TRUST, 1660 LAKEVIEW TER #305F	0.00
SUMMERWOOD LLC I	KEYSTONE EAST RANCH CORP, 120 WINDFLOWER LANE	0.00

SOUTH CAPE VENTURES LLC	LA MILPA II LLC, 740 N. SUMMIT BLVD	20,000.00
FRISCO 296 LLC	FELDMAN, 855 S 5TH AVE #296	5,150.00
THE FRISCO TOWN COMPANY INC	DAY, 101 N 3RD AVE UNIT A	2,950.00
ATKINSON FAMILY TRUST	ATKINSON, 113 PRIMROSE PLACE	0.00
TURNER/THOMPSON	DOWNEN, 120 N 4TH AVENUE	16,000.00
ANDERSON TRUST	KLEESPEIES, 304C CREEKSIDE DR	2,000.00
NAVA	THE SUDBURY LLC, 984 NORTH TEN MILE DRIVE	44,000.00
MCGRANE/RASHED	FRISCOWB112 LLC, 450 W MAIN STREET #112	0.00
SKINNER	CALAHAN, 1505 POINT DRIVE UNIT #204	5,015.00
MORPHEW	CORWIN, 730 N SUMMIT BLVD # 218	3,804.75
TOWN CENTRE LTD	CULHANE, 190 GALENA STREET UNIT 1	10,000.00

\$173,309.75

Report Criteria:

Business.License status = "Active"
Business.Year opened = "January 2020"
Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Wilderness Exclusives	Schiring, Clark	720 East Main Street #102A	Frisco	720-203-4162	Retail - Arts/Crafts
Out	Alpha Omega Electric	Hughes, Adam and Erin	33 Audrey Circle	Breckenridge	970-468-4849	Retail - HomeImprove
Out	Alpine Alarms	Donner, Brian	803 Straight Creek Drive Bldg Z #	Dillon	970-389-4186	Retail - HomeImprove
Out	Cosco Fire Protection	Hanson, Theodore	9520 East Jewel Avenue Unit A	Denver	720-559-8800	Retail - HomeImprove
Out	CT Power & Iceberg Enterprises	CP Company	5100 East 58th Avenue	Commerce City	303-287-2653	Retail - General
Out	Foothills Custom Cabinet	Magaw, Jeffery	6262 W 55th Ave	Arvada	303-422-4020	Retail - HomeImprove
Out	Franklin Machine Products	King, Jeffrey	101 Mt Holly By Pass	Lumberton	800-257-7737	Retail - General
Out	Global Machinery Investors	Brown, Jeff and Dale	705 W 62nd Ave	Denver	303-430-7130	Retail - General
Out	Journey Homes of Summit	Kuepfer, Dave and Katie	1127 9000 Divide Unit #103	Dillon	970-406-8231	Services
Out	Marino Tile & Marble	Ruthkowski, Kenneth & Blake	932 Elkton Drive	Colorado Springs		Retail - HomeImprove
Out	Musictoday II	Musictoday II	5391 Three Notched Rd	Crozet	434-244-7200	Retail - General
Out	Nalco U.S. 2 LLC	Nalco Company	1601 West Diehl Road	Naperville	651-250-4234	Retail - HomeImprove
Out	Salon Services and Supplies	Salon Services and Supplies	740 SW 34th Street	Renton	425-251-8840	Retail - General
Out	Ski and Sea International	Minter, Jennifer	1445 W Tufts Ave	Englewood	303-749-5216	Recreation
Out	SRT LTD	SRT LTD	2810 Industrial Lane	Broomfield	303-466-2317x251	Retail - HomeImprove
Out	Tata Harper Skincare	Tata's Natural Alchemy	1136 Wooster Road	Whiting	802-321-2143	Retail - General
Out	Top Quality Mfg	Top Quality Mfg	800 Primos Ave	Folcroft	610-461-6100	Retail - General
Out	Topform Data	Baker, Robin	6050 Zenith Court NE	Rio Rancho	505-891-9200	Retail - General
Out	Wilkerson Plumbing and Heating	Wilkerson, Aric	457 Cascade Circle	Silverthorne	570-389-0814	Retail - HomeImprove
Out	Xpressmyself.com LLC	Brewster, Blair	300 Cadman Plaza West Suite 13	Brooklyn	718-797-1900	Retail - General

Town of Frisco - Monthly Sales Tax Report

<u>Restaurants</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>Change in \$</u>	
January	123,808	138,059	140,750	156,201	166,537	6.62%	10,336
February	122,488	133,274	137,809	149,301	159,138	6.59%	9,837 #
March	144,212	151,570	165,067	172,194	180,804	5.00%	8,610
April	74,813	88,629	80,381	92,165	97,559	5.85%	5,394
May	60,260	70,262	79,434	87,404	91,509	4.70%	4,105
June	98,021	119,444	136,345	135,401	134,594	-0.60%	(807)
July	153,430	169,660	158,493	190,926	194,412	1.83%	3,486
August	141,945	167,364	159,088	159,691	165,128	3.40%	5,437
September	109,126	125,781	128,645	135,573	149,194	10.05%	13,621
October	90,225	84,887	89,351	93,044	98,618	5.99%	5,574
November	78,024	79,326	82,926	96,329	104,688	8.68%	8,359
December	130,367	138,261	141,064	170,659	0		
Total	\$1,326,719	\$1,466,517	\$1,499,353	\$1,638,888	\$1,542,181	5.04%	\$73,952

<u>Hotels & Inns</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	54,785	60,600	64,623	60,926	71,654	17.61%	10,728
February	62,759	70,275	75,564	65,361	68,088	4.17%	2,727
March	70,375	66,762	67,259	78,498	79,531	1.32%	1,033
April	26,345	36,272	27,374	20,071	23,463	16.90%	3,392
May	16,311	15,644	15,695	14,470	24,586	69.91%	10,116
June	37,136	33,721	34,961	37,018	24,472	-33.89%	(12,546)
July	51,338	55,083	54,072	56,072	45,554	-18.76%	(10,518)
August	46,645	45,372	46,517	52,877	39,550	-25.20%	(13,327)
September	35,373	38,028	38,566	34,959	31,724	-9.25%	(3,235)
October	20,487	22,071	21,741	21,835	19,262	-11.78%	(2,573)
November	21,640	20,427	17,926	23,560	23,824	1.12%	264
December	63,676	59,899	54,167	77,427	0		
Total	\$506,870	\$524,154	\$518,465	\$543,074	\$451,709	-2.99%	(\$13,938)

<u>Vacation Rntl</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	20,546	30,646	25,276	46,147	59,020	27.90%	12,873
February	22,195	23,104	32,150	39,981	51,600	29.06%	11,619
March	68,814	80,560	97,491	111,099	130,694	17.64%	19,595
April	9,400	11,939	11,480	17,470	16,021	-8.29%	(1,449)
May	3,765	946	7,252	5,995	7,494	25.01%	1,499
June	16,978	15,275	24,430	29,184	30,157	3.33%	973
July	13,125	16,337	20,191	23,448	26,321	12.25%	2,873
August	9,918	12,902	14,905	19,450	23,180	19.18%	3,730
September	22,996	27,228	39,637	42,030	47,720	13.54%	5,690
October	1,916	7,170	12,026	14,501	35,157	142.45%	20,656
November	7,037	8,011	22,146	26,094	34,582	32.53%	8,488
December	45,672	58,489	73,342	87,032	0		
Total	\$242,362	\$292,607	\$380,326	\$462,431	\$461,946	23.05%	\$86,547

<u>Grocery</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	140,246	153,153	170,886	177,768	189,175	6.42%	11,407
February	137,865	148,305	165,669	173,670	188,245	8.39%	14,575
March	144,155	154,072	181,072	197,143	201,316	2.12%	4,173
April	112,876	119,076	142,933	130,291	136,680	4.90%	6,389
May	76,414	84,800	101,259	109,421	110,733	1.20%	1,312
June	92,284	106,376	119,132	147,908	143,192	-3.19%	(4,716)
July	133,132	169,321	157,304	221,271	230,884	4.34%	9,613
August	207,378	228,754	272,161	173,636	186,261	7.27%	12,625
September	127,602	186,582	154,227	161,446	145,958	-9.59%	(15,488)
October	103,790	102,128	106,158	110,704	123,741	11.78%	13,037
November	100,390	116,365	97,386	141,301	128,141	-9.31%	(13,160)
December	150,928	159,419	259,177	208,191	0		
Total	\$1,527,060	\$1,728,351	\$1,927,364	\$1,952,750	\$1,784,326	2.28%	\$39,767

<u>Retail -Gnrl</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	134,380	142,397	142,695	156,082	167,966	7.61%	11,884
February	119,483	126,400	125,800	135,324	155,094	14.61%	19,770
March	146,602	148,339	146,621	169,424	177,960	5.04%	8,536
April	100,391	103,805	115,380	107,993	123,388	14.26%	15,395
May	106,097	111,790	110,343	124,256	131,279	5.65%	7,023
June	136,153	147,974	150,766	163,758	193,881	18.39%	30,123
July	151,700	163,840	161,460	180,059	235,412	30.74%	55,353
August	140,918	149,761	149,692	166,988	223,475	33.83%	56,487

September	126,401	125,594	138,046	142,780	192,595	34.89%	49,815
October	136,545	127,889	119,127	134,034	179,063	33.59%	45,029
November	123,486	131,388	142,805	156,533	191,461	22.31%	34,928
December	189,409	184,112	198,047	224,095	0		
Total	\$1,611,565	\$1,663,289	\$1,700,782	\$1,861,326	\$1,971,573	20.42%	\$334,342

Arts/Crafts	2015	2016	2017	2018	2019		
January	940	648	318	163	254	55.83%	91
February	1,453	2,984	244	30	536	1686.67%	506
March	1,941	703	784	1,776	1,935	8.95%	159
April	1,061	665	3,478	56	445	694.64%	389
May	824	638	277	147	393	167.35%	246
June	1,466	1,296	633	611	1,373	124.75%	762
July	2,202	1,590	1,378	2,441	1,355	-44.51%	(1,086)
August	3,616	6,859	5,595	5,767	5,054	-12.37%	(713)
September	7,918	1,815	979	2,316	1,769	-23.63%	(547)
October	1,787	218	410	388	333	-14.22%	(55)
November	1,142	663	38	360	503	39.59%	143
December	2,565	1,412	1,814	2,208	0		
Total	\$26,915	\$19,491	\$15,948	\$16,263	\$13,949	-0.76%	(\$106)

Automotive	2015	2016	2017	2018	2019		
January	30,373	37,268	34,626	28,339	28,807	1.65%	468
February	24,858	25,379	23,245	23,055	23,508	1.96%	453 ##
March	25,806	25,220	25,450	23,886	23,196	-2.89%	(690)
April	25,337	28,611	23,487	23,770	32,247	35.66%	8,477
May	24,080	26,745	24,989	25,517	25,006	-2.00%	(511)
June	26,537	27,009	31,874	28,383	25,726	-9.36%	(2,657)
July	34,525	30,145	32,522	31,531	36,953	17.20%	5,422
August	31,481	34,226	34,581	31,222	36,764	17.75%	5,542
September	28,013	31,170	27,669	27,763	35,314	27.20%	7,551
October	28,581	34,176	41,342	35,628	47,744	34.01%	12,116
November	36,699	33,763	32,893	31,984	34,696	8.48%	2,712
December	22,378	39,044	30,384	31,580	0		
Total	\$338,668	\$372,756	\$363,062	\$342,658	\$349,961	12.50%	\$38,883

Clothing	2015	2016	2017	2018	2019		
January	6,066	7,316	8,757	12,634	10,974	-13.14%	(1,660)
February	7,887	10,476	11,819	9,995	12,340	23.46%	2,345
March	11,828	11,576	16,478	14,832	17,297	16.62%	2,465
April	4,588	8,145	5,047	8,061	7,389	-8.34%	(672)
May	5,346	6,956	11,026	10,686	8,576	-19.75%	(2,110)
June	11,772	13,912	16,222	19,307	14,644	-24.15%	(4,663)
July	16,546	21,339	22,573	20,945	23,270	11.10%	2,325
August	15,228	18,253	19,487	23,539	16,874	-28.31%	(6,665)
September	15,760	17,476	20,336	23,046	28,611	24.15%	5,565
October	7,723	9,580	11,300	11,144	9,737	-12.62%	(1,407)
November	6,602	6,236	8,621	8,977	8,743	-2.61%	(234)
December	15,419	21,644	19,570	21,637	0		
Total	\$124,765	\$152,909	\$171,236	\$184,803	\$158,456	\$0	-\$4,710

Furnishings	2015	2016	2017	2018	2019		
January	16,791	20,878	22,719	29,351	34,680	18.16%	5,329
February	18,231	20,521	19,223	26,323	21,639	-17.79%	(4,684)
March	15,287	24,373	25,798	28,089	17,201	-38.76%	(10,888)
April	12,560	19,930	12,315	12,818	20,581	60.56%	7,763
May	16,083	20,545	20,607	18,783	17,500	-6.83%	(1,283)
June	23,036	24,167	25,230	21,420	20,096	-6.18%	(1,324)
July	25,180	25,821	39,353	31,991	22,793	-28.75%	(9,198)
August	21,653	29,061	30,813	29,667	23,701	-20.11%	(5,966)
September	23,616	29,937	46,867	30,132	33,904	12.52%	3,772
October	18,569	33,785	29,650	29,787	20,190	-32.22%	(9,597)
November	23,175	27,183	29,019	27,263	18,094	-33.63%	(9,169)
December	29,734	45,303	37,822	32,545	0		
Total	\$243,915	\$321,504	\$339,416	\$318,169	\$250,379	-12.34%	(\$35,245)

Gifts	2015	2016	2017	2018	2019		
January	9,042	7,808	6,637	11,369	8,090	-28.84%	(3,279)
February	7,293	8,675	7,974	7,254	8,201	13.05%	947
March	11,627	11,213	11,591	11,813	11,806	-0.06%	(7)
April	5,190	6,519	6,878	6,567	6,739	2.62%	172
May	5,036	5,376	5,058	6,240	5,637	-9.66%	(603)

June	9,219	9,752	11,294	11,862	10,620	-10.47%	(1,242)
July	14,397	15,760	13,126	15,028	11,230	-25.27%	(3,798)
August	10,777	12,240	12,876	13,289	11,945	-10.11%	(1,344)
September	10,816	13,345	11,731	12,889	10,535	-18.26%	(2,354)
October	8,859	8,141	7,872	7,212	6,382	-11.51%	(830)
November	6,270	8,045	7,408	6,632	8,120	22.43%	1,488
December	16,344	18,320	15,876	16,676	0		
Total	\$114,870	\$125,194	\$118,321	\$126,831	\$99,305	-9.85%	(\$10,850)

HomeImprove	2015	2016	2017	2018	2019		
January	20,378	18,844	22,471	19,894	40,997	106.08%	21,103
February	14,208	20,598	1,091	44,950	27,399	-39.05%	(17,551)
March	23,202	25,375	41,251	37,378	45,890	22.77%	8,512
April	18,705	23,179	34,112	36,382	51,542	41.67%	15,160
May	32,094	32,369	41,625	58,853	48,507	-17.58%	(10,346)
June	43,476	55,720	63,439	74,330	81,412	9.53%	7,082
July	37,552	40,048	45,246	63,318	62,789	-0.84%	(529)
August	30,749	46,690	56,190	65,861	68,658	4.25%	2,797
September	56,080	45,570	67,264	69,828	78,183	11.97%	8,355
October	30,274	43,848	48,019	59,644	61,071	2.39%	1,427
November	29,620	37,462	38,337	41,359	54,511	31.80%	13,152
December	34,166	38,477	43,967	68,225	0		
Total	\$370,504	\$428,180	\$503,012	\$640,022	\$620,960	8.60%	\$49,163

Liquor	2015	2016	2017	2018	2019		
January	29,879	34,109	34,908	37,193	36,342	-2.29%	(851)
February	31,520	37,225	38,396	39,724	36,712	-7.58%	(3,012)
March	30,811	36,457	38,847	42,443	43,026	1.37%	583
April	19,425	19,790	19,673	19,296	21,210	9.92%	1,914
May	15,038	16,886	17,900	19,858	18,356	-7.56%	(1,502)
June	21,180	25,571	26,991	29,682	26,450	-10.89%	(3,232)
July	31,359	35,464	34,824	38,594	36,692	-4.93%	(1,902)
August	25,425	29,872	32,802	33,933	33,395	-1.59%	(538)
September	22,070	24,853	26,368	25,824	24,418	-5.45%	(1,406)
October	17,541	18,987	18,851	20,009	19,996	-0.07%	(13)
November	21,046	23,545	24,361	27,464	25,757	-6.22%	(1,708)
December	41,152	43,585	46,989	50,544	0		
Total	\$306,446	\$346,344	\$351,910	\$384,564	\$322,353	-3.49%	(\$11,667)

Office	2015	2016	2017	2018	2019		
January	2,561	2,419	2,984	3,640	4,385	20.47%	745
February	2,850	2,471	3,231	2,799	3,480	24.33%	681
March	3,084	3,316	3,862	3,882	4,815	24.03%	933
April	3,132	2,244	2,453	3,248	2,861	-11.92%	(387)
May	1,958	2,400	3,104	3,188	3,407	6.87%	219
June	2,485	2,822	4,482	4,436	3,176	-28.41%	(1,260)
July	2,225	2,824	3,302	3,446	2,755	-20.05%	(691)
August	2,499	2,977	3,265	3,818	3,891	1.92%	73
September	3,427	4,314	4,539	4,089	6,172	50.94%	2,083
October	2,654	3,186	3,434	3,471	4,569	31.62%	1,098
November	2,396	3,102	3,364	3,296	4,570	38.66%	1,274
December	5,383	5,818	6,278	8,999	0		
Total	\$34,654	\$37,893	\$44,298	\$48,312	\$44,081	12.13%	\$4,768

Health/Beauty	2015	2016	2017	2018	2019		
January	2,586	5,808	3,561	7,074	6,398	-9.56%	(676)
February	1,616	3,653	7,724	3,295	3,023	-8.25%	(272)
March	5,434	7,078	6,870	5,994	9,221	53.83%	3,227
April	2,533	3,769	3,851	4,237	2,649	-37.48%	(1,588)
May	2,875	3,572	3,680	3,077	2,849	-7.42%	(228)
June	5,122	5,849	6,018	6,437	7,759	20.53%	1,322
July	2,532	3,547	3,744	3,916	3,097	-20.90%	(819)
August	2,263	4,099	3,721	3,187	4,900	53.75%	1,713
September	7,258	6,144	5,453	8,540	7,137	-16.42%	(1,403)
October	1,845	3,666	2,710	3,513	3,044	-13.36%	(470)
November	1,882	3,552	2,826	2,621	18,600	609.64%	15,979
December	6,728	6,966	6,916	13,527	0		
Total	\$42,674	\$57,703	\$57,074	\$65,418	\$68,676	32.35%	\$16,785

Recreation	2015	2016	2017	2018	2019		
January	26,830	39,025	48,459	42,007	43,436	3.40%	1,429
February	45,237	38,817	44,530	48,795	46,664	-4.37%	(2,131)

March	53,634	50,045	53,565	59,541	63,482	6.62%	3,941
April	15,578	16,752	20,888	16,770	18,809	12.16%	2,039
May	11,669	19,650	14,608	12,596	8,282	-34.25%	(4,314)
June	36,185	34,470	35,604	33,700	30,806	-8.59%	(2,894)
July	22,065	28,445	42,432	29,948	25,206	-15.83%	(4,742)
August	23,953	33,707	4,322	24,299	25,988	6.95%	1,689
September	27,795	23,680	22,731	25,031	25,167	0.54%	136
October	15,781	12,161	10,447	10,601	15,413	45.39%	4,812
November	21,554	18,903	17,648	23,479	23,071	-1.74%	(408)
December	57,921	60,891	54,047	67,869	0		
Total	\$358,202	\$376,546	\$369,281	\$394,636	\$326,325	-0.14%	(\$442)

<u>Utility</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	51,370	48,906	49,663	44,089	46,140	4.65%	2,051
February	42,255	39,071	41,972	44,868	42,206	-5.93%	(2,662)
March	41,961	40,585	42,460	39,552	41,395	4.66%	1,843
April	33,246	34,472	34,060	34,859	34,161	-2.00%	(698)
May	29,498	28,371	29,576	29,875	27,340	-8.49%	(2,535)
June	26,961	26,823	31,178	27,374	22,962	-16.12%	(4,412)
July	27,369	16,705	34,970	26,360	23,331	-11.49%	(3,029)
August	27,227	30,946	34,989	24,172	22,460	-7.08%	(1,712)
September	25,370	27,369	18,689	26,115	23,637	-9.49%	(2,478)
October	27,653	29,297	28,058	30,857	21,227	-31.21%	(9,630)
November	26,771	37,326	31,353	27,416	29,890	9.02%	2,474
December	43,814	41,028	38,566	45,407	0		
Total	\$403,495	\$400,899	\$415,534	\$400,944	\$334,748	-5.85%	(\$20,789)

<u>Marijuana</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>		
January	14,309	24,010	31,168	27,131	29,311	8.04%	2,180
February	20,072	22,824	25,041	26,085	26,709	2.39%	624
March	15,930	25,726	28,648	29,899	29,390	-1.70%	(509)
April	15,011	15,819	16,147	16,065	17,315	7.78%	1,250
May	9,480	10,559	11,489	12,648	13,022	2.96%	374
June	11,318	13,787	15,041	16,920	17,543	3.68%	623
July	17,586	19,387	18,086	17,930	17,040	-4.96%	(890)
August	15,034	19,542	19,409	24,648	30,484	23.68%	5,836
September	12,761	15,544	16,677	16,074	18,397	14.45%	2,323
October	11,563	14,585	15,612	13,013	15,801	21.43%	2,788
November	10,236	8,481	14,784	13,171	17,223	30.76%	4,052
December	19,464	22,820	24,375	24,141	0		
Total	\$172,764	\$213,084	\$236,477	\$237,725	\$232,234	8.73%	\$18,650

<u>Summary</u>	<u>2015*</u>	<u>2016*</u>	<u>2017*</u>	<u>2018</u>	<u>2019</u>		
January	670,581	771,894	810,501	860,008	944,166	9.79%	84,158
February	662,198	734,052	761,482	840,810	874,582	4.02%	33,772
March	798,773	862,970	953,114	1,027,443	1,078,959	5.01%	51,516
April	465,180	539,616	559,937	550,119	613,059	11.44%	62,940
May	407,348	457,509	497,922	543,014	544,476	0.27%	1,462
June	588,011	663,968	733,640	787,731	788,862	0.14%	1,131
July	718,677	815,316	843,076	957,224	999,093	4.37%	41,869
August	741,675	872,625	891,413	856,044	921,708	7.67%	65,664
September	649,621	744,430	768,424	788,435	860,436	9.13%	72,001
October	514,230	555,775	566,108	599,385	681,346	13.67%	81,961
November	507,734	563,778	573,841	657,839	726,473	10.43%	68,634
December	855,656	945,488	1,052,401	1,150,762	0		
Total	\$7,579,684	\$8,527,421	\$9,011,859	\$9,618,814	\$9,033,160	6.67%	\$565,108

YTD 2018 **\$8,468,052**
YTD \$ Difference **\$565,108**
YTD Change **6.67%**

* Totals include late penalties & interest...

**RECORD OF PROCEEDINGS
MINUTES OF THE WORK SESSION MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
JANUARY 28, 2020**

At 5:15pm Mayor Wilkinson indicated that he would entertain a motion to add an executive session regarding personnel to today's work session.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO ADD A THIRD AGENDA TO TODAY'S WORK SESSION REGARDING AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) (F), PERSONNEL MATTERS - TOWN MANAGER PERFORMANCE REVIEW. SECOND, COUNCIL MEMBER BURLEY. VOTE:

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

MOTION: COUNCIL MEMBER BURLEY MOVED TO ENTER INTO AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) (F), PERSONNEL MATTERS - TOWN MANAGER PERFORMANCE REVIEW. SECOND, COUNCIL MEMBER MORTENSEN. VOTE:

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

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO EXIT AN EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4) (F), PERSONNEL MATTERS - TOWN MANAGER PERFORMANCE REVIEW. SECOND, COUNCIL MEMBER BURLEY. VOTE:

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

**RECORD OF PROCEEDINGS
MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO
JANUARY 28, 2020**

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
Melissa Sherburne
Gary Wilkinson

Absent: Deborah Shaner

Public Comment:

Frisco resident Mark Richmond and Bill's Ranch resident Karen Little commented on the Fiester Reserve, encouraging Council to advocate for protection of the space to the Board of County Commissioners, with review of water use.

Frisco resident Ellen Mikolujczak spoke regarding building and code issues at Basecamp Residences, requesting that Council review the ground lease with Brynn Grey.

Bill's Ranch resident Craig Mansfield asked Council to consider his request for a water tap.

Council Comment:

Mayor Wilkinson introduced the new Community Development Direct Don Reimer.

Council member Fallon complimented the Frisco Historic Park and Museum staff.

Council member Sherburne reminded the audience that Make Frisco Art Reception will occur during the Eat Ski Be Merry event at the Frisco Nordic Center.

Council member Burley congratulated staff for the GOCO grant given to the Frisco Nordic Center

Council member Ihnken congratulated staff for the Walter Byron Park grant.

Presentation:

Mayor Wilkinson awarded \$69,400 in cash and \$17,386 in in-kind donations to 46 organizations in 2020 budget cycle.

Consent Agenda:

Minutes January 14, 2020 Meeting

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

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

New Business:

Agenda Item #1: New Brewpub Liquor License – Outer Range Inc. dba Outer Range Brewing Co
STAFF: DEBORAH WOHLMUTH
1) MAYOR OPENS PUBLIC HEARING
2) STAFF REPORT
3) PUBLIC COMMENTS
4) MAYOR CLOSES PUBLIC HEARING
5) COUNCIL

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

Town Clerk Deborah Wohlmuth stated that this application is for a new Brew Pub liquor license for Outer Range Inc. dba Outer Range Brewing Co. located at 182 Lusher Court Unit #2. Applicants Steven Cleghorn, Emily Cleghorn, and Ryan Chang 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 January 17, 2020 pursuant to statutory requirements. IdentoGO and the Frisco Police Department have performed the necessary fingerprinting and background checks for the applicants. Response from CBI/FBI is pending. Mayor Wilkinson opened the public hearing at 7:31 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:32 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE THE ISSUANCE OF A NEW BREW PUB LIQUOR LICENSE FOR OUTER RANGE INC. DBA OUTER RANGE BREWING CO. LOCATED 182 LUSHER COURT UNIT #2, 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 BREW PUB LIQUOR LICENSE FOR OUTER RANGE INC. DBA OUTER RANGE BREWING CO. SECOND, COUNCIL MEMBER SHERBURNE. VOTE:

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

Old Business:

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

Senior Planner Bill Gibson stated that the purpose of this ordinance is to revise the Frisco Unified Development Code (UDC) to conform to Federal Communications Commission (FCC) requirements and limitations related to small cell wireless facilities. Mr. Gibson indicated that public comment from Verizon was distributed to Council at the previous meeting. Mayor

Wilkinson opened the public hearing at 7:46 p.m. There being no public comment, Mayor Wilkinson closed the public hearing at 7:48 p.m.

MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE ON SECOND READING ORDINANCE 20-01, AN ORDINANCE AMENDING CHAPTER 180 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING ZONING, BY AMENDING SECTION 5.2.11 THEREOF, CONCERNING TELECOMMUNICATIONS FACILITIES, TO REVISE REGULATIONS CONCERNING SMALL CELL WIRELESS FACILITIES TO CONFORM TO FEDERAL COMMUNICATIONS REQUIREMENTS AND LIMITATIONS WITH THE AMENDMENT OF SHOCK CLOCKS TO PROCEDURAL DEADLINES. SECOND, COUNCIL MEMBER SHERBURNE VOTE:

BURLEY	NO	SHANER	ABSENT
FALLON	NO	SHERBURNE	YEA
IHNKEN	YEA	WILKINSON	YEA
MORTENSEN	YEA	MOTION CARRIED.	

Adjourn:

There being no further business, the meeting adjourned at 8:03 p.m.

Respectfully Submitted,

Deborah Wohlmuth, CMC
Town Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
A M LOCKSMITH							
180	A M LOCKSMITH	F-534	Key Pad Lock for Day Lodge	09/25/2019	743.95	743.95	12/30/2019
Total A M LOCKSMITH:					743.95	743.95	
ACORN PETROLEUM INC.							
410	ACORN PETROLEUM INC.	000991715	Bill To Number 756501	11/13/2019	2,382.81	2,382.81	12/03/2019
410	ACORN PETROLEUM INC.	000993167	Bill To Number 756501	11/20/2019	2,109.39	2,109.39	12/03/2019
410	ACORN PETROLEUM INC.	000994136	Bill To Number 756501	11/27/2019	1,685.48	1,685.48	12/03/2019
410	ACORN PETROLEUM INC.	000994201	Bill To Number 756501	11/29/2019	2,169.76	2,169.76	12/03/2019
410	ACORN PETROLEUM INC.	000995553	Bill To Number 756501	12/04/2019	3,601.40	3,601.40	12/17/2019
410	ACORN PETROLEUM INC.	000996540	Bill To Number 756501	12/11/2019	3,855.00	3,855.00	12/17/2019
410	ACORN PETROLEUM INC.	000997581	Bill To Number 756501	12/16/2019	758.28	758.28	12/30/2019
410	ACORN PETROLEUM INC.	000997984	Bill To Number 756501	12/18/2019	4,486.51	4,486.51	12/30/2019
Total ACORN PETROLEUM INC.:					21,048.63	21,048.63	
ADAM NEUSTAEDTER							
450	ADAM NEUSTAEDTER	12/13/2019	Reimburse Education Travel Expe	12/13/2019	81.20	81.20	12/19/2019
Total ADAM NEUSTAEDTER:					81.20	81.20	
ALL VALLEY STORAGE							
795	ALL VALLEY STORAGE	12/04/2019	Storage Unit 408	12/04/2019	275.00	275.00	12/17/2019
Total ALL VALLEY STORAGE:					275.00	275.00	
ALLIED SECURITY GROUP INC.							
810	ALLIED SECURITY GROUP INC.	2006475	Service Call	11/04/2019	49.00	49.00	12/17/2019
810	ALLIED SECURITY GROUP INC.	2006501	Service Call	11/07/2019	49.00	49.00	12/17/2019
Total ALLIED SECURITY GROUP INC.:					98.00	98.00	
ALWAYS APRES SKI LLC							
1043	ALWAYS APRES SKI LLC	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total ALWAYS APRES SKI LLC:					75.00	75.00	
AMY YUTZY							
1343	AMY YUTZY	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total AMY YUTZY:					75.00	75.00	
ASCAP							
1890	ASCAP	500764022 201	Acct. No. 500764022 MUSIC LIC	12/05/2019	541.26	541.26	12/31/2019
Total ASCAP:					541.26	541.26	
ASHAE AMERINE							
1894	ASHAE AMERINE	TUBING REFU	Tubing Refund 2019	12/31/2019	64.00	64.00	12/31/2019
Total ASHAE AMERINE:					64.00	64.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
B PUBLIC RELATIONS LLC							
2192	B PUBLIC RELATIONS LLC	2737	Monthly Retainer - December 201	12/15/2019	3,027.73	3,027.73	12/30/2019
Total B PUBLIC RELATIONS LLC:					3,027.73	3,027.73	
BMT LLC							
3054	BMT LLC	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total BMT LLC:					75.00	75.00	
BONNIE D. MOINET							
3210	BONNIE D. MOINET	NOVEMBER 2	Cell Phone Stipend	12/30/2019	70.00	70.00	12/30/2019
3210	BONNIE D. MOINET	OCTOBER 201	Cell Phone Stipend	10/08/2019	70.00	70.00	12/03/2019
Total BONNIE D. MOINET:					140.00	140.00	
BRIAN YOHN							
3727	BRIAN YOHN	475A BELFOR	475A Belford Street Tap Rebate	11/25/2019	100.00	100.00	12/04/2019
Total BRIAN YOHN:					100.00	100.00	
CAROLYN GENTLING							
4363	CAROLYN GENTLING	12/16/19 MILE	Reimburse Mileage Expense	12/16/2019	76.94	76.94	12/30/2019
Total CAROLYN GENTLING:					76.94	76.94	
CHARLES LAMAR							
4826	CHARLES LAMAR	251 N 6TH - W	251 North Sixth Ave - Tap Rebate	11/18/2019	100.00	100.00	12/04/2019
4826	CHARLES LAMAR	613 BILLS RA	613 Bills Ranch Rd - Tap Rebate	11/18/2019	300.00	300.00	12/04/2019
Total CHARLES LAMAR:					400.00	400.00	
CIRSA							
5440	CIRSA	192039	Claim Number PC6009578-1	01/15/2019	1,000.00	1,000.00	12/03/2019
Total CIRSA:					1,000.00	1,000.00	
CODEGEEK.NET							
6707	CODEGEEK.NET	2019-1424	Web Development/Web Hosting	12/04/2019	316.75	316.75	12/17/2019
Total CODEGEEK.NET:					316.75	316.75	
COLORADO CROSS COUNTRY SKI ASSOCIATION							
4595	COLORADO CROSS COUNTRY	92	Membership Dues	10/14/2019	500.00	500.00	12/03/2019
Total COLORADO CROSS COUNTRY SKI ASSOCIATION:					500.00	500.00	
COLORADO DEPARTMENT OF AGRICULTURE (B)							
6106	COLORADO DEPARTMENT OF	3768	4850 - Town of Frisco	12/23/2019	80.00	80.00	12/30/2019
Total COLORADO DEPARTMENT OF AGRICULTURE (B):					80.00	80.00	
COLORADO WATER SYSTEMS							
6893	COLORADO WATER SYSTEMS	19-0575	Well 5	10/22/2019	950.00	950.00	12/03/2019
Total COLORADO WATER SYSTEMS:					950.00	950.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
DALE GROSS							
8035	DALE GROSS	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total DALE GROSS:					75.00	75.00	
DAVE COHEN							
8315	DAVE COHEN	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total DAVE COHEN:					75.00	75.00	
DIANE JONES							
9106	DIANE JONES	LATE FEES 12/	Refund of Late Fees	12/04/2019	116.56	116.56	12/17/2019
Total DIANE JONES:					116.56	116.56	
DIANE MCBRIDE							
9110	DIANE MCBRIDE	NOVEMBER 2	Reimburse Personal Cell Phone	12/09/2019	70.00	70.00	12/17/2019
9110	DIANE MCBRIDE	OCTOBER 201	Reimburse Personal Cell Phone	12/09/2019	70.00	70.00	12/17/2019
Total DIANE MCBRIDE:					140.00	140.00	
DIRECTPATH							
9255	DIRECTPATH	AT44278	Town of Frisco	12/01/2019	265.60	265.60	12/03/2019
9255	DIRECTPATH	AT44507	Town of Frisco	12/27/2019	275.20	275.20	12/30/2019
Total DIRECTPATH:					540.80	540.80	
DI'S MOUNTAIN BAGELS LLC							
9108	DI'S MOUNTAIN BAGELS LLC	3099	Bagels for Up & At 'Em Race	12/21/2019	43.50	43.50	12/30/2019
Total DI'S MOUNTAIN BAGELS LLC:					43.50	43.50	
DONALD ROWE							
9415	DONALD ROWE	88 STONEBRI	88 Stonebridge - Tap Rebate	11/18/2019	400.00	400.00	12/04/2019
Total DONALD ROWE:					400.00	400.00	
DPC INDUSTRIES, INC.							
9580	DPC INDUSTRIES, INC.	DE73001034-1	Customer No. 73171400	10/31/2019	110.00	110.00	12/17/2019
Total DPC INDUSTRIES, INC.:					110.00	110.00	
EDWARD FOSTER							
9955	EDWARD FOSTER	308B CREEKSI	308B Creekside Dr - Tap Rebate	11/25/2019	100.00	100.00	12/04/2019
Total EDWARD FOSTER:					100.00	100.00	
ELEANOR MOLLER							
10019	ELEANOR MOLLER	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total ELEANOR MOLLER:					75.00	75.00	
EMPLOYERS COUNCIL SVCS INC.							
10250	EMPLOYERS COUNCIL SVCS IN	0000317942	Member Number 00111631	11/15/2019	145.00	145.00	12/17/2019
Total EMPLOYERS COUNCIL SVCS INC.:					145.00	145.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
FAMILY SUPPORT REGISTRY							
10630	FAMILY SUPPORT REGISTRY	04577912 11/2	Remittance Identifier 04577912	11/29/2019	262.80	262.80	12/03/2019
10630	FAMILY SUPPORT REGISTRY	04577912 12/1	Remittance Identifier 04577912	12/13/2019	262.80	262.80	12/17/2019
10630	FAMILY SUPPORT REGISTRY	04577912 12/3	Remittance Identifier 04577912	12/31/2019	262.80	262.80	12/31/2019
10630	FAMILY SUPPORT REGISTRY	07777691 11/2	Remittance Identifier 07777691	11/29/2019	189.23	189.23	12/03/2019
10630	FAMILY SUPPORT REGISTRY	07777691 12/1	Remittance Identifier 07777691	12/13/2019	189.23	189.23	12/17/2019
10630	FAMILY SUPPORT REGISTRY	07777691 12/2	Remittance Identifier 07777691	12/31/2019	189.23	189.23	12/31/2019
Total FAMILY SUPPORT REGISTRY:					1,356.09	1,356.09	
FOOD HEDZ WORLD CAFE & CATERING							
11060	FOOD HEDZ WORLD CAFE & C	10/7/2019 MY	Lunch N Learn - Nutrition	10/07/2019	400.00	400.00	12/03/2019
Total FOOD HEDZ WORLD CAFE & CATERING:					400.00	400.00	
FREEDOM MAILING SERVICES INC.							
11260	FREEDOM MAILING SERVICES I	37293	Town of Frisco	12/09/2019	102.94	102.94	12/17/2019
Total FREEDOM MAILING SERVICES INC.:					102.94	102.94	
FRISCO ELEMENTARY SCHOOL							
11405	FRISCO ELEMENTARY SCHOOL	TURKEY DAY	Turkey Day 5K Donation to STEM	12/04/2019	3,680.00	3,680.00	12/04/2019
Total FRISCO ELEMENTARY SCHOOL:					3,680.00	3,680.00	
FRISCO SANITATION DISTRICT							
11530	FRISCO SANITATION DISTRICT	246	Lot B-2 Lease	10/01/2019	15,000.00	15,000.00	12/03/2019
Total FRISCO SANITATION DISTRICT:					15,000.00	15,000.00	
GARY WILKINSON							
11840	GARY WILKINSON	CML SUMMIT	Mileage Reimbursment	11/15/2019	41.76	41.76	12/03/2019
Total GARY WILKINSON:					41.76	41.76	
GENE AND BARB DEKRUIF							
11947	GENE AND BARB DEKRUIF	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total GENE AND BARB DEKRUIF:					75.00	75.00	
GEORGE BOWERS							
11996	GEORGE BOWERS	12 HAWN DRI	12 Hawn Drive - Tap Rebate	12/13/2019	234.02	234.02	12/17/2019
Total GEORGE BOWERS:					234.02	234.02	
HBL CONSULTING INC.							
12970	HBL CONSULTING INC.	942	IT Services	11/30/2019	10,480.00	10,480.00	12/04/2019
Total HBL CONSULTING INC.:					10,480.00	10,480.00	
HIGHER GROUND EARTHWORKS							
13325	HIGHER GROUND EARTHWOR	1337	Trail Construction	12/02/2019	11,340.00	11,340.00	12/30/2019
Total HIGHER GROUND EARTHWORKS:					11,340.00	11,340.00	
HTM FITTINGS INC.							
13745	HTM FITTINGS INC.	59204-1	Frisco Adventure Park	11/27/2019	1,079.04	1,079.04	12/17/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total HTM FITTINGS INC.:					1,079.04	1,079.04	
ICONIX CLOTHING							
13950	ICONIX CLOTHING	3202	Turkey Day 5k Shirts	11/25/2019	125.00	125.00	12/03/2019
13950	ICONIX CLOTHING	3213	Town of Frisco 1 color shirts	12/09/2019	955.00	955.00	12/17/2019
Total ICONIX CLOTHING:					1,080.00	1,080.00	
IMA INC. - BENEFITS DIVISION							
13985	IMA INC. - BENEFITS DIVISION	2533	Account Number FRISCO0-01	12/03/2019	6,562.50	6,562.50	12/04/2019
Total IMA INC. - BENEFITS DIVISION:					6,562.50	6,562.50	
INTERCEPT INSIGHT LLC							
14245	INTERCEPT INSIGHT LLC	687	Frisco Adventure Park Feedback	12/17/2019	1,750.00	1,750.00	12/30/2019
Total INTERCEPT INSIGHT LLC:					1,750.00	1,750.00	
JASWINDER KHERA							
14993	JASWINDER KHERA	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total JASWINDER KHERA:					75.00	75.00	
JENNA ROWLAND							
15254	JENNA ROWLAND	9 GRANITE ST	9 Granite Street- Tap Rebate	12/02/2019	968.95	968.95	12/17/2019
Total JENNA ROWLAND:					968.95	968.95	
JEREMY FLOWERS							
15383	JEREMY FLOWERS	WINTER FUN	Winter Fun Club Cancellation Ref	12/04/2019	188.00	188.00	12/04/2019
Total JEREMY FLOWERS:					188.00	188.00	
JOAN SCOTT							
15628	JOAN SCOTT	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total JOAN SCOTT:					75.00	75.00	
JOLINA KAREN EWING							
16123	JOLINA KAREN EWING	719 TEN MILE	DRA Refund for 719 Ten Mile Dr.	12/18/2019	800.00	800.00	12/30/2019
Total JOLINA KAREN EWING:					800.00	800.00	
JOY MERCY							
16321	JOY MERCY	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total JOY MERCY:					75.00	75.00	
JULIE JOHNSON							
16383	JULIE JOHNSON	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total JULIE JOHNSON:					75.00	75.00	
KA MECHANICAL							
16493	KA MECHANICAL	WATER METE	545 McKees Way Water Meter Re	11/01/2019	215.00	215.00	12/17/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total KA MECHANICAL:					215.00	215.00	
KARLY ROSE							
16637	KARLY ROSE	NOVEMBER 2	Cell Phone Reimbursement	12/19/2019	26.06	26.06	12/19/2019
16637	KARLY ROSE	OCTOBER 201	Cell Phone Reimbursement	12/19/2019	26.06	26.06	12/19/2019
Total KARLY ROSE:					52.12	52.12	
KATHERINE AND JONATHAN SPRICK							
16633	KATHERINE AND JONATHAN SP	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total KATHERINE AND JONATHAN SPRICK:					75.00	75.00	
KATHY STANG							
16717	KATHY STANG	101619	Effective Writting Training	10/18/2019	325.00	325.00	12/03/2019
Total KATHY STANG:					325.00	325.00	
KELSEY MOORHOUSE*							
16879	KELSEY MOORHOUSE*	SOUP CUP CL	Petty Cash	11/21/2019	600.00	600.00	12/03/2019
Total KELSEY MOORHOUSE*:					600.00	600.00	
KIM HAEGE							
17075	KIM HAEGE	124A CREEKSI	124A Creekside Drive - Tap Rebat	12/02/2019	200.00	200.00	12/17/2019
Total KIM HAEGE:					200.00	200.00	
KJAM ENTERPRISES							
17205	KJAM ENTERPRISES	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total KJAM ENTERPRISES:					75.00	75.00	
KRISTIN VUKOVICH							
17407	KRISTIN VUKOVICH	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	.00	01/13/2020
Total KRISTIN VUKOVICH:					75.00	.00	
KUPER AND DORELLE ACKERMAN							
17283	KUPER AND DORELLE ACKER	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total KUPER AND DORELLE ACKERMAN:					75.00	75.00	
LAUGHING VALLEY RANCH LLC							
17760	LAUGHING VALLEY RANCH LLC	12/9/19	11/30 Tree Lighting	12/09/2019	337.50	337.50	12/17/2019
17760	LAUGHING VALLEY RANCH LLC	12/9/19	12/1 Historic Park	12/09/2019	300.00	300.00	12/17/2019
17760	LAUGHING VALLEY RANCH LLC	12/9/19	12/7 Breakfast with Santa	12/09/2019	600.00	600.00	12/17/2019
Total LAUGHING VALLEY RANCH LLC:					1,237.50	1,237.50	
LEADER'S EDGE CONSULTING INC.							
17937	LEADER'S EDGE CONSULTING	2410	CDD Training	10/18/2019	2,295.00	2,295.00	12/03/2019
Total LEADER'S EDGE CONSULTING INC.:					2,295.00	2,295.00	
LINDA KLEIN							
18315	LINDA KLEIN	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total LINDA KLEIN:					75.00	75.00	
LOSE DESIGN SPACES FOR LIFE							
18524	LOSE DESIGN SPACES FOR LIF	20191119	PRA - Data Gathering, Inventory,	11/27/2019	8,628.71	8,628.71	12/03/2019
Total LOSE DESIGN SPACES FOR LIFE:					8,628.71	8,628.71	
MARGARET H. FAESSEN							
18860	MARGARET H. FAESSEN	CGFOA GAS R	CGFOA GAS REIMBURSEMENT	12/03/2019	209.96	209.96	12/03/2019
Total MARGARET H. FAESSEN:					209.96	209.96	
MARLIN BUSINESS BANK							
19087	MARLIN BUSINESS BANK	17598342	Account Number 1489058	12/10/2019	313.79	313.79	12/17/2019
19087	MARLIN BUSINESS BANK	17598342	Account Number 1489058	12/10/2019	1,796.87	1,796.87	12/17/2019
Total MARLIN BUSINESS BANK:					2,110.66	2,110.66	
MARTIN / MARTIN CONSULTING ENGINEERS							
19250	MARTIN / MARTIN CONSULTING	123728	Project 22677.c.01	05/30/2019	3,570.00	3,570.00	12/17/2019
19250	MARTIN / MARTIN CONSULTING	M17.1089-000	Project M17-.1089 FRISCO MARI	09/17/2019	1,445.00	1,445.00	12/30/2019
19250	MARTIN / MARTIN CONSULTING	M17.1089-000	Project M17.1089	11/18/2019	982.50	982.50	12/03/2019
19250	MARTIN / MARTIN CONSULTING	M17.1089-000	Project M17-.1089 FRISCO MARI	12/05/2019	2,030.00	2,030.00	12/30/2019
Total MARTIN / MARTIN CONSULTING ENGINEERS:					8,027.50	8,027.50	
MCMAHAN & ASSOC, LLC							
19580	MCMAHAN & ASSOC, LLC	15859	Client Number 6024	11/30/2019	14,000.00	14,000.00	12/17/2019
Total MCMAHAN & ASSOC, LLC:					14,000.00	14,000.00	
MERVYN AND DEANA DAVIES							
19783	MERVYN AND DEANA DAVIES	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total MERVYN AND DEANA DAVIES:					75.00	75.00	
MICHAEL BARSCH							
19888	MICHAEL BARSCH	WINTER STOR	Winter Storage Overpayment	12/05/2019	539.00	539.00	12/17/2019
Total MICHAEL BARSCH:					539.00	539.00	
MINES AND ASSOCIATES INC.							
20308	MINES AND ASSOCIATES INC.	010120-38	Customer ID: FRISCO	12/19/2019	1,255.87	1,255.87	12/19/2019
Total MINES AND ASSOCIATES INC.:					1,255.87	1,255.87	
MOSES, WITTEMYER,HARRISON							
20600	MOSES, WITTEMYER,HARRISO	13668	Professional Services	12/04/2019	1,372.00	1,372.00	12/17/2019
20600	MOSES, WITTEMYER,HARRISO	13668	Professional Services	12/04/2019	269.50	269.50	12/17/2019
Total MOSES, WITTEMYER,HARRISON:					1,641.50	1,641.50	
MOUNT ROYAL RENTAL							
20643	MOUNT ROYAL RENTAL	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total MOUNT ROYAL RENTAL:					75.00	75.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
MURRAY DAHL BEERY & RENAUD LLP							
20890	MURRAY DAHL BEERY & RENA	15737	Matter No. 59875.00000	11/30/2019	7,677.62	7,677.62	12/17/2019
20890	MURRAY DAHL BEERY & RENA	15738	Matter No. 59875.00010	11/30/2019	780.00	780.00	12/17/2019
20890	MURRAY DAHL BEERY & RENA	15739	Matter No. 59875.23690	11/30/2019	1,237.50	1,237.50	12/17/2019
20890	MURRAY DAHL BEERY & RENA	15740	Matter No. 59875.71000	11/30/2019	991.52	991.52	12/17/2019
Total MURRAY DAHL BEERY & RENAUD LLP:					10,686.64	10,686.64	
MURRAYSMITH							
20896	MURRAYSMITH	19-2658.00-1	Professional Engineering Services	11/26/2019	2,696.00	2,696.00	12/17/2019
Total MURRAYSMITH:					2,696.00	2,696.00	
MUTUAL OF OMAHA							
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	13.76	13.76	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	197.33	197.33	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	441.52	441.52	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	113.56	113.56	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	376.61	376.61	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	210.50	210.50	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	91.66	91.66	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	172.30	172.30	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	204.86	204.86	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	138.29	138.29	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	121.29	121.29	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	327.03	327.03	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	95.96	95.96	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	116.27	116.27	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	493.13	493.13	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	100.58	100.58	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	142.47	142.47	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	95.23	95.23	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	168.13	168.13	12/19/2019
20910	MUTUAL OF OMAHA	001037986126	Group ID: G000AF7V	12/16/2019	412.15	412.15	12/19/2019
Total MUTUAL OF OMAHA:					4,032.63	4,032.63	
NICOLE LAROCHELLE							
21425	NICOLE LAROCHELLE	214	Sustainable Frisco Logo	11/21/2019	255.00	255.00	12/03/2019
21425	NICOLE LAROCHELLE	217	Graphic Design for Nordic Update	11/25/2019	148.75	148.75	12/03/2019
21425	NICOLE LAROCHELLE	220	Summer Panel Design	12/30/2019	1,168.75	1,168.75	12/30/2019
Total NICOLE LAROCHELLE:					1,572.50	1,572.50	
NORA GILBERTSON							
21470	NORA GILBERTSON	DECEMBER 2	Personal Cell Phone Stipend	12/30/2019	70.00	70.00	12/30/2019
21470	NORA GILBERTSON	NOVEMBER 2	Personal Cell Phone Stipend	12/02/2019	70.00	70.00	12/03/2019
Total NORA GILBERTSON:					140.00	140.00	
NORRIS DESIGN INC.							
21520	NORRIS DESIGN INC.	01-54499	Project ID 0350-01-2009	10/31/2019	1,587.25	1,587.25	12/03/2019
Total NORRIS DESIGN INC.:					1,587.25	1,587.25	
NORTH LINE GIS							
21530	NORTH LINE GIS	2255	GIS Services	10/30/2019	1,120.00	1,120.00	12/03/2019
21530	NORTH LINE GIS	2259	Aerial Imagery Processing	11/01/2019	6,279.72	6,279.72	12/03/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
21530	NORTH LINE GIS	2296	GIS Services	12/03/2019	1,120.00	1,120.00	12/19/2019
Total NORTH LINE GIS:					8,519.72	8,519.72	
NW CREATIVE							
21735	NW CREATIVE	101	NINA WATERS - LIVE MUSIC	12/05/2019	300.00	300.00	12/17/2019
Total NW CREATIVE:					300.00	300.00	
OPENSNOW							
21957	OPENSNOW	3102	Digital Advertising	11/08/2019	2,886.67	2,886.67	12/17/2019
21957	OPENSNOW	3154	Digital Advertising	12/10/2019	2,209.90	2,209.90	12/17/2019
Total OPENSNOW:					5,096.57	5,096.57	
P4 WINDOW CLEANING, INC.							
22130	P4 WINDOW CLEANING, INC.	7771	Historic Park & Museum	10/31/2019	150.00	150.00	12/17/2019
22130	P4 WINDOW CLEANING, INC.	7772	Town of Frisco	10/31/2019	750.00	750.00	12/03/2019
Total P4 WINDOW CLEANING, INC.:					900.00	900.00	
PALL CORPORATION							
22185	PALL CORPORATION	97022175	Customer No. 1000052464	10/24/2019	2,650.00	2,650.00	12/19/2019
Total PALL CORPORATION:					2,650.00	2,650.00	
PEAK MATERIALS							
22605	PEAK MATERIALS	687063	Customer No.: 26994	11/05/2019	239.08	239.08	12/04/2019
22605	PEAK MATERIALS	694139	Customer No.: 26994	11/21/2019	60.78	60.78	12/04/2019
Total PEAK MATERIALS:					299.86	299.86	
PROGRESSIVE PREFERRED INSURANCE COMPANY							
23475	PROGRESSIVE PREFERRED IN	MARMINS - 19	Marmins - Payment for Damage t	11/06/2019	235.50	235.50	12/03/2019
Total PROGRESSIVE PREFERRED INSURANCE COMPANY:					235.50	235.50	
RESOURCE ENGINEERING, INC.							
24176	RESOURCE ENGINEERING, INC	21262	Wetlands Mitigation Work	10/31/2019	431.75	431.75	12/03/2019
24176	RESOURCE ENGINEERING, INC	21379	Frisco Bay Marina - Water Right A	11/30/2019	2,198.00	2,198.00	12/30/2019
Total RESOURCE ENGINEERING, INC.:					2,629.75	2,629.75	
RICHARD ROCK							
24360	RICHARD ROCK	BUSINESS LIC	BUSINESS LICENSE REFUND 2	12/30/2019	75.00	75.00	12/30/2019
Total RICHARD ROCK:					75.00	75.00	
ROBERT TOTH							
24953	ROBERT TOTH	12/18/19	STR Duplicate Payment for Busin	12/18/2019	75.00	75.00	12/19/2019
Total ROBERT TOTH:					75.00	75.00	
ROCHELLE COHEN							
24986	ROCHELLE COHEN	330 EMILY LA	330 Emily Lane - Tap Rebate	11/18/2019	1,000.00	1,000.00	12/04/2019
Total ROCHELLE COHEN:					1,000.00	1,000.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ROCKY MOUNTAIN INSTRUMENTAL							
25075	ROCKY MOUNTAIN INSTRUME	54748	RML #19-45772-A	10/23/2019	80.00	80.00	12/03/2019
25075	ROCKY MOUNTAIN INSTRUME	54931	RML #19-45947-A	11/25/2019	80.00	80.00	12/03/2019
25075	ROCKY MOUNTAIN INSTRUME	54961	RML #19-45987	12/05/2019	80.00	80.00	12/17/2019
Total ROCKY MOUNTAIN INSTRUMENTAL:					240.00	240.00	
ROCKY MOUNTAIN RESERVE							
25115	ROCKY MOUNTAIN RESERVE	2198968	FSA/HSA Administration	12/10/2019	285.00	285.00	12/17/2019
Total ROCKY MOUNTAIN RESERVE:					285.00	285.00	
RODNEY D. BURROWS, PE							
25316	RODNEY D. BURROWS, PE	TF-102419	PRA SURVEYING SERVICES 20	10/24/2019	27,500.00	27,500.00	12/03/2019
Total RODNEY D. BURROWS, PE:					27,500.00	27,500.00	
ROSE GORRELL							
25480	ROSE GORRELL	OCTOBER 201	Personal Cell Phone Stipend	11/26/2019	70.00	70.00	12/03/2019
Total ROSE GORRELL:					70.00	70.00	
RYAN SMITH							
25725	RYAN SMITH	11/04-15/19	Police Academy Mileage Reimbur	11/20/2019	672.80	672.80	12/03/2019
25725	RYAN SMITH	11/18-29/19	Police Academy Mileage Reimbur	12/05/2019	672.80	672.80	12/17/2019
25725	RYAN SMITH	12/02-12/19	Police Academy Mileage Reimbur	12/16/2019	556.80	556.80	12/17/2019
Total RYAN SMITH:					1,902.40	1,902.40	
RYAN THOMPSON							
25730	RYAN THOMPSON	BOOT 2019	Apparel Allowance 2019	12/13/2019	100.00	100.00	12/17/2019
Total RYAN THOMPSON:					100.00	100.00	
SAMUEL MASSMAN							
25875	SAMUEL MASSMAN	545 MCKEES	545 McKees Way - Tap Rebate	12/03/2019	362.00	362.00	12/17/2019
25875	SAMUEL MASSMAN	545 MCKEES	545 McKees Way - Tap Rebate	12/02/2019	262.00	262.00	12/17/2019
Total SAMUEL MASSMAN:					624.00	624.00	
SCOTT CHOMIAK							
26083	SCOTT CHOMIAK	664 MCKEES	664 McKees Way - Tap Rebate	11/25/2019	100.00	100.00	12/04/2019
Total SCOTT CHOMIAK:					100.00	100.00	
SHEILA NEIVEN							
26555	SHEILA NEIVEN	793 HUNTER -	793 Hunter Circle - Tap Rebate	11/25/2019	400.00	400.00	12/04/2019
Total SHEILA NEIVEN:					400.00	400.00	
SIGN LANGUAGE XL							
26705	SIGN LANGUAGE XL	89568	Banners	11/27/2019	406.28	406.28	12/17/2019
26705	SIGN LANGUAGE XL	89568	Banners	11/27/2019	304.82	304.82	12/17/2019
26705	SIGN LANGUAGE XL	89568	Banners	11/27/2019	108.99	108.99	12/17/2019
26705	SIGN LANGUAGE XL	90102	Banners	12/23/2019	2,235.00	2,235.00	12/30/2019
Total SIGN LANGUAGE XL:					3,055.09	3,055.09	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
SNOW ECONOMICS INC.							
27065	SNOW ECONOMICS INC.	6144	Snowmaking Supplies and Parts	12/09/2019	6,215.56	6,215.56	12/17/2019
Total SNOW ECONOMICS INC.:					6,215.56	6,215.56	
SOUTHERN GLAZER'S OF CO							
27175	SOUTHERN GLAZER'S OF CO	2168481	Customer # 16384	12/22/2019	428.92	428.92	12/30/2019
27175	SOUTHERN GLAZER'S OF CO	5150971	Frisco Adventure Park	12/02/2019	157.00	157.00	12/03/2019
27175	SOUTHERN GLAZER'S OF CO	5150971	Frisoc Nordic Center	12/02/2019	121.86	121.86	12/03/2019
Total SOUTHERN GLAZER'S OF CO:					707.78	707.78	
SQUEEZE DESIGNZ LLC							
27325	SQUEEZE DESIGNZ LLC	1238	Water Bill Town Info Magnet	12/30/2019	292.50	292.50	12/30/2019
Total SQUEEZE DESIGNZ LLC:					292.50	292.50	
STAIS ARCHITECTS AND INTERIORS							
19440	STAIS ARCHITECTS AND INTER	3655	Frisco Bay Marina - Project: 1951	12/10/2019	13,261.73	13,261.73	12/17/2019
Total STAIS ARCHITECTS AND INTERIORS:					13,261.73	13,261.73	
STATE OF COLORADO							
27530	STATE OF COLORADO	FAP 2019	Town of Frisco Homestake Lift - F	11/13/2019	172.00	172.00	12/17/2019
Total STATE OF COLORADO:					172.00	172.00	
STEPHEN SEILER							
27605	STEPHEN SEILER	1506B BERINO	1506B Berino - Tap Rebate	11/25/2019	200.00	200.00	12/04/2019
Total STEPHEN SEILER:					200.00	200.00	
STILLWATER SCIENCES							
27833	STILLWATER SCIENCES	8330000	Floodplain Permit for FBM - Mitiga	11/26/2019	3,731.25	3,731.25	12/03/2019
Total STILLWATER SCIENCES:					3,731.25	3,731.25	
STUDIOSEED							
27953	STUDIOSEED	1076	Planning for Frisco Excelsior Loca	12/02/2019	5,175.00	5,175.00	12/04/2019
Total STUDIOSEED:					5,175.00	5,175.00	
SUMMIT COUNTY ENVIRONMENTAL HEALTH DEPT.							
28280	SUMMIT COUNTY ENVIRONME	37984	Day Lodge Health Inspection	12/09/2019	385.00	385.00	12/17/2019
28280	SUMMIT COUNTY ENVIRONME	38083	Frisco Bay Marina	12/09/2019	270.00	270.00	12/17/2019
Total SUMMIT COUNTY ENVIRONMENTAL HEALTH DEPT.:					655.00	655.00	
SUMMIT COUNTY GOVERNMENT							
28310	SUMMIT COUNTY GOVERNMEN	19-12.6	Ten Mile Recpath Shared Costs	12/06/2019	11,664.00	11,664.00	12/17/2019
28310	SUMMIT COUNTY GOVERNMEN	BACON BURN	Bacon Burner Permit Fee	12/05/2019	289.50	289.50	12/17/2019
28310	SUMMIT COUNTY GOVERNMEN	FRISCO TURK	Turkey Day 5K Fee	12/05/2019	476.00	476.00	12/17/2019
Total SUMMIT COUNTY GOVERNMENT:					12,429.50	12,429.50	
SUMMIT COUNTY GOVT - DRREC							
28340	SUMMIT COUNTY GOVT - DRRE	YEAR END 20	2019 DRReC Payment - Final	12/30/2019	31,501.96	31,501.96	12/30/2019

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SUMMIT COUNTY GOVT - DRREC:					31,501.96	31,501.96	
SUMMIT COUNTY ROAD & BRIDGE DEPT.							
28440	SUMMIT COUNTY ROAD & BRID	12/03/2019	Summit County Snowplow Jambo	12/03/2019	578.00	578.00	12/17/2019
Total SUMMIT COUNTY ROAD & BRIDGE DEPT.:					578.00	578.00	
SUMMIT GEOLOGY & CONSULTING, LLC							
28725	SUMMIT GEOLOGY & CONSULT	12/6/2019	Marina and Meadow Creek Repor	12/06/2019	2,145.00	2,145.00	12/17/2019
Total SUMMIT GEOLOGY & CONSULTING, LLC:					2,145.00	2,145.00	
SUMMIT ICE COMPANY							
28860	SUMMIT ICE COMPANY	179	Town of Frisco - Speaking Trainin	10/12/2019	480.00	480.00	12/30/2019
Total SUMMIT ICE COMPANY:					480.00	480.00	
SUNNY SIDE UP STUDIO							
29157	SUNNY SIDE UP STUDIO	ART OF GIFT	After School Art	12/06/2019	840.00	840.00	12/17/2019
Total SUNNY SIDE UP STUDIO:					840.00	840.00	
SUSAN JOHNSON							
29285	SUSAN JOHNSON	141A ALPINE -	141A Alpine Drive - Tap Rebate	11/25/2019	100.00	100.00	12/04/2019
Total SUSAN JOHNSON:					100.00	100.00	
TASHA WILSON							
29572	TASHA WILSON	AUGUST 2019	Personal Cell Phone Stipend	12/16/2019	70.00	70.00	12/17/2019
29572	TASHA WILSON	JULY 2019	Personal Cell Phone Stipend	12/16/2019	70.00	70.00	12/17/2019
29572	TASHA WILSON	JUNE 2019	Personal Cell Phone Stipend	12/16/2019	70.00	70.00	12/17/2019
29572	TASHA WILSON	OCTOBER 201	Personal Cell Phone Stipend	12/16/2019	70.00	70.00	12/17/2019
29572	TASHA WILSON	SEPTEMBER 2	Personal Cell Phone Stipend	12/16/2019	70.00	70.00	12/17/2019
Total TASHA WILSON:					350.00	350.00	
TEAM SUMMIT COLORADO							
29610	TEAM SUMMIT COLORADO	SKI BALL 2019	Ski Ball 2019	12/06/2019	1,000.00	1,000.00	12/17/2019
Total TEAM SUMMIT COLORADO:					1,000.00	1,000.00	
TERESA TOCZEK							
29750	TERESA TOCZEK	2019 BOOT	Apparel Allowance 2019	12/15/2019	100.00	100.00	12/17/2019
Total TERESA TOCZEK:					100.00	100.00	
THYSSENKRUPP ELEVATOR CORP							
30200	THYSSENKRUPP ELEVATOR C	ACIA-1KKNC3	Solid State Started for Town Hall	05/09/2019	4,247.50	4,247.50	12/03/2019
30200	THYSSENKRUPP ELEVATOR C	ACIA-1KKNC3	Solid State Started for Town Hall	05/09/2019	4,247.50	4,247.50	12/03/2019
Total THYSSENKRUPP ELEVATOR CORP:					8,495.00	8,495.00	
TRACEY CARROLL							
30968	TRACEY CARROLL	TUBING 11/28/	Tubing Refund 11/28/2019	11/28/2019	112.00	112.00	12/03/2019
Total TRACEY CARROLL:					112.00	112.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
TRACY POWELL							
30995	TRACY POWELL	STR LATE FEE	Refund STR Late Fees	12/19/2019	15.00	15.00	12/19/2019
Total TRACY POWELL:					15.00	15.00	
UPPER CASE PRINTING, INK.							
31800	UPPER CASE PRINTING, INK.	15263	EFilling Letter	12/05/2019	44.63	44.63	12/17/2019
Total UPPER CASE PRINTING, INK.:					44.63	44.63	
UTILITY NOTIFICATION CENTER CO							
31930	UTILITY NOTIFICATION CENTE	219090456	Member ID: 30492	09/30/2019	168.98	168.98	12/17/2019
31930	UTILITY NOTIFICATION CENTE	219100462	Member ID: 30492	10/31/2019	248.50	248.50	12/03/2019
31930	UTILITY NOTIFICATION CENTE	219110442	Member ID: 30492	11/30/2019	112.18	112.18	12/17/2019
Total UTILITY NOTIFICATION CENTER CO:					529.66	529.66	
WALKER'S BAIT II							
32430	WALKER'S BAIT II	41916	Frisco Bay Marina	09/19/2019	33.75	33.75	12/30/2019
Total WALKER'S BAIT II:					33.75	33.75	
WESTERN ENTERPRISES							
32870	WESTERN ENTERPRISES	5998	Fireworks Display 11/30/19	11/19/2019	5,000.00	5,000.00	12/03/2019
Total WESTERN ENTERPRISES:					5,000.00	5,000.00	
WILDFLOWER PRODUCTIONS							
33000	WILDFLOWER PRODUCTIONS	F0919	Focus on Frisco	12/27/2019	100.00	100.00	12/30/2019
33000	WILDFLOWER PRODUCTIONS	F1019-2	Focus on Frisco	12/27/2019	100.00	100.00	12/30/2019
33000	WILDFLOWER PRODUCTIONS	F1119	Focus on Frisco	12/27/2019	100.00	100.00	12/30/2019
Total WILDFLOWER PRODUCTIONS:					300.00	300.00	
WILLIAM D. LINFIELD PE							
33095	WILLIAM D. LINFIELD PE	23	Engineering Consulting	12/08/2019	55.00	55.00	12/17/2019
33095	WILLIAM D. LINFIELD PE	23	Engineering Consulting	12/08/2019	220.00	220.00	12/17/2019
33095	WILLIAM D. LINFIELD PE	23	Engineering Consulting	12/08/2019	220.00	220.00	12/17/2019
Total WILLIAM D. LINFIELD PE:					495.00	495.00	
XCEL ENERGY							
33380	XCEL ENERGY	661616686	Account 53-1000709-7	11/13/2019	127.38	127.38	12/03/2019
33380	XCEL ENERGY	663954587	Account 53-1235617-3	12/04/2019	203.90	203.90	12/17/2019
33380	XCEL ENERGY	664083139	Account 53-0010948072-7	12/04/2019	165.37	165.37	12/30/2019
33380	XCEL ENERGY	664118088	Account 53-0012487828-5	12/04/2019	158.87	158.87	12/30/2019
33380	XCEL ENERGY	664127289	Account 53-0012487832-1	12/04/2019	212.17	212.17	12/30/2019
33380	XCEL ENERGY	664140443	Account 53-0011742393-0	12/04/2019	346.53	346.53	12/17/2019
33380	XCEL ENERGY	664240443-2	Account 53-8074879-4	12/04/2019	178.47	178.47	12/17/2019
33380	XCEL ENERGY	665123595	Account 53-1000709-7	12/12/2019	178.35	178.35	12/30/2019
Total XCEL ENERGY:					1,571.04	1,571.04	
YEH AND ASSOCIATES INC.							
33405	YEH AND ASSOCIATES INC.	219-213-4	Project 219-213 CS Town of Frisc	11/07/2019	1,035.00	1,035.00	12/03/2019
Total YEH AND ASSOCIATES INC.:					1,035.00	1,035.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
ZANE MYERS							
33476	ZANE MYERS	11/21/2019	RMBBQA Banquet Mileage	11/21/2019	40.02	40.02	12/03/2019
Total ZANE MYERS:					40.02	40.02	
Grand Totals:					303,169.73	303,094.73	

Dated: _____

Finance Director: _____

Dated: _____

Accountant: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Visa P-Card Statement 12-28-2019

Transaction Date	Supplier - Name	Tr Line Amount	GL Coding	Transaction - Description
12/04/2019	5280 Publishing, Inc.	\$950.00	10-1118-4265	Wassail Days digital ad- 5280 newsletter
12/16/2019	5th Avenue Grille	\$47.00	10-1118-4227	Lunch meeting
12/23/2019	Act Breckenridgerecd	\$40.00	10-1150-4606	Replacement swim suit for winter Fun Club
12/16/2019	Alpinaire Healthcare	\$15.00	10-1160-4234	O2 Tank Rental and Maintenance for FAP First Aid Room
12/03/2019	Alsco Inc.	\$168.30	10-1125-4477	Mats for Schoolhouse
12/19/2019	Alsco Inc.	\$289.59	10-1160-4401	Rug/Rag Cleaning and Replacement FAP Day Lodge
11/29/2019	Amazon Prime	\$12.99	10-1170-4221	Case for tablet
12/22/2019	Amazon Prime	\$119.00	10-1132-4210	Amazon Prime annual membership
12/22/2019	Amazon Prime	\$12.99	10-1119-4233	Office supplies
12/23/2019	American Planning A	\$490.00	10-1119-4210	APA and AICP annual membership dues
11/29/2019	Amzn Mktp Us	\$5.00	10-1160-4208	Allen key for lift
11/29/2019	Amzn Mktp Us	\$116.46	10-1160-4234	Med pack supplies - FAP
12/03/2019	Amzn Mktp Us	\$49.99	10-1132-4207	Town Hall parking lot lights
12/04/2019	Amzn Mktp Us	\$161.43	10-1132-4207	Light bulbs; Ear plugs
12/04/2019	Amzn Mktp Us	\$557.81	10-1133-4271	Tools
12/09/2019	Amzn Mktp Us	\$513.94	10-1133-4271	Tools
12/11/2019	Amzn Mktp Us	\$212.74	10-1170-4221	Replacement printer
12/11/2019	Amzn Mktp Us	\$1,205.27	10-1133-4271	Tools
12/14/2019	Amzn Mktp Us	\$35.94	10-1133-4271	Tools
12/15/2019	Amzn Mktp Us	\$36.14	10-1150-4606	Winter Fun Club craft supplies
12/16/2019	Amzn Mktp Us	\$86.73	10-1121-4233	Remote speaker microphone for pack sets - PD
12/20/2019	Amzn Mktp Us	\$108.56	10-1133-4271	Tools
12/20/2019	Amzn Mktp Us	\$66.52	10-1133-4271	Tools
12/20/2019	Amzn Mktp Us	\$149.90	10-1133-4205	Lift pads
12/21/2019	Amzn Mktp Us	\$122.85	10-1133-4271	Tools
12/21/2019	Amzn Mktp Us	\$18.99	40-4000-4200	Waterproof cell phone case
12/22/2019	Amzn Mktp Us	\$50.26	10-1132-4207	Employee housing range repair
12/23/2019	Amzn Mktp Us	\$169.88	10-1133-4271	Tools
12/03/2019	Amzn Mktp US Amzn.Com/Bil	-\$29.97	10-1160-4225	Return of bowls from FAP Cafe
12/01/2019	Apple.Com/Bill	\$9.99	10-1150-4605	Apple Music Subscription
12/22/2019	Apple.Com/Bill	\$5.09	10-1150-4606	Pandora Subscription
12/04/2019	Arcadia Publishing Inc	\$246.29	10-1125-4891	Retail Inventory: Frisco & Ten Mile Canyon book for gift shop
12/17/2019	Armscor Cartridge Inc	\$3,572.80	10-1121-4218	Ammunition order - Police Department

12/14/2019	At&t*bill Payment	\$325.06	10-1110-4203	Police Mobile Data Contracts
12/26/2019	Awwa.Org	\$334.00	40-4000-4210	Annual dues
11/27/2019	Base Camp Wine And Spirit	\$340.76	10-1140-4811	Beverages for Tree Lighting
12/03/2019	Baymont Lake Dillon	\$85.00	10-1121-4276	Community Assistance - PD
12/02/2019	Bcy*backcountry.Com	\$186.11	90-0090-2060	End of season purchase for staff from pooled tips
12/09/2019	Big O Tires #6259	\$44.00	10-1133-4205	Tire disposal
12/17/2019	Bread Salt	\$42.85	10-1140-4227	Sponsorship lunch with Outer Range
12/13/2019	Breckenridge Building Cen	\$2,524.50	10-1110-4233	Materials for park-lets
12/24/2019	Breckenridge Building Cen	\$136.99	10-1170-4205	Timberlock screws for buck&rail snow fence
12/20/2019	Breckenridge Lasergraphic	\$175.00	10-1118-4265	Print signage
12/04/2019	Bridgedale/Mountain Eq	-\$67.50	10-1160-4223	Refund from opening order for socks from Bridgedale
12/11/2019	Brown Palace F&bretail	\$27.60	80-8000-4227	Training - meal
12/12/2019	Brown Palace F&bretail	\$21.60	80-8000-4227	Training - meal
12/19/2019	Brp US Inc	\$116.09	90-9000-4208	Parts for rental boat fleet
12/13/2019	Campaignmonitor.Co	\$1,600.00	10-1118-4655	Purchase 200,000 email credits for sending e-newsletters
12/19/2019	Carbonite Inc	\$120.00	10-1110-4704	Offsite storage
12/04/2019	Carquest 3948	\$27.99	10-1133-4205	Quick couplers
12/09/2019	Carquest 3948	\$44.16	10-1133-4205	Plow oil
12/11/2019	Carquest 3948	\$275.94	10-1133-4205	Hydraulic oil
12/19/2019	Carquest 3948	\$159.83	10-1133-4205	Filter stock
12/09/2019	Centurylink/Speedpay	\$1,525.30	10-1110-4203	Landline telephone service
12/09/2019	Centurylink/Speedpay	\$437.59	40-4000-4203	Water department landline telephone service
12/09/2019	Centurylink/Speedpay	\$182.77	80-8000-4203	Visitor Information Center landline telephone services
12/09/2019	Centurylink/Speedpay	\$319.13	90-9000-4203	Marina landline telephone services
12/09/2019	Centurylink/Speedpay	\$43.14	90-9000-4401	Marina lift station utilities
12/09/2019	Centurylink/Speedpay	\$154.86	10-1110-4226	Website telephone lines
12/11/2019	Centurylink/Speedpay	\$161.78	10-1110-4203	Long distance phone charges
12/04/2019	Chipotle 0054	\$12.69	10-1133-4227	Training - meal
12/05/2019	Chipotle 0503	\$7.79	10-1133-4227	Training - meal

12/02/2019	Cloud Cover Music	\$17.95	80-8000-4233	December Music Service - Visitor information center
12/02/2019	Cloud Cover Music	\$17.95	10-1125-4233	December Music Service - Historic park and museum
12/05/2019	Co Motor Parts 0026866	\$125.58	10-1160-4205	Nitrile work gloves and grease for equipment
12/09/2019	Co Motor Parts 0026866	\$7.77	10-1170-4205	Electrical cleaner and lube for snowmobile/Yellowstone plugin
12/15/2019	Co Motor Parts 0026866	\$43.48	10-1160-4205	Transfer tank fuel line
12/16/2019	Co Motor Parts 0026866	\$7.48	10-1133-4205	Grease; Coupler
12/17/2019	Co Motor Parts 0026866	\$10.37	90-9000-4201	Spark plugs and oil filter to service the Hotsy or pressure washer
12/09/2019	Co Motor Veh Serv Reta	\$9.09	10-1133-4205	New trailer registration
12/23/2019	Co Summit Co Svs	\$321.83	10-0010-2601	Plat recording fees
12/11/2019	Cogivesday/Comfirstfdn	\$5,000.00	10-1116-4621	Town Council donation in honor of firefighter Ken Jones
12/11/2019	Cogivesday/Comfirstfdn	\$2,551.02	10-1140-4880	Donation to FIRC for Fall Locals Party (Donated on Colorado Gives Day)
12/16/2019	Colorado Analytical	\$120.00	40-4000-4250	Lead & copper water sample
12/23/2019	Colorado Analytical	\$54.00	40-4000-4250	Required water testing
12/23/2019	Colorado Analytical	\$64.00	40-4000-4250	Required water testing
12/18/2019	Colorado Association Of Chiefs of Police	\$185.00	10-1121-4210	Conference Registration Fee
12/04/2019	Colorado Association Of S	\$30.00	10-1119-4210	Annual Membership Renewal
12/02/2019	Colorado Chapter Of The I	\$51.50	10-1119-4227	Registration for Annual Business Meeting and Training
12/12/2019	Colorado Document Securit	\$60.00	10-1110-4233	Document Destruction
12/18/2019	Colorado Mountain Cleaner	\$113.21	10-1121-4270	Uniform cleaning - Police
12/05/2019	Colorado Mtn News Media A	\$70.20	10-1119-4265	Public Noticing for 11/7/19, 11/21/19, and 12/5/19 PC Meetings
12/10/2019	Colorado Mtn News Media A	\$8,359.28	10-1118-4265	ParkSmartFrisco, Halloween, Digital, Summit Explorer, Wassail Days and Turkey 5k
12/10/2019	Colorado Mtn News Media A	\$99.00	10-1160-4265	Tubing hill front page ad
12/10/2019	Colorado Mtn News Media A	\$488.88	10-1125-4265	Ski lecture ad
12/20/2019	Colorado Mtn News Media A	\$537.49	10-1115-4265	Legal notices
12/02/2019	Colorado Municipal Clerks	\$146.00	10-1115-4210	Membership dues
12/04/2019	Colorado Municipal Clerks	\$181.00	10-1115-4210	Membership dues
12/02/2019	Colorado Tents & Events	\$2,193.71	10-1140-4811	Balance due for Soup cup Tent
12/23/2019	Columbia Potties For The	\$153.42	80-8000-4589	Port-o-lets
12/23/2019	Columbia Potties For The	\$153.42	80-8000-4589	Port-o-lets
12/23/2019	Columbia Potties For The	\$306.86	80-8000-4589	Port-o-lets
12/13/2019	Comcast Cable Comm	\$755.28	90-9000-4203	Marina cable
12/13/2019	Comcast Cable Comm	\$286.10	80-8000-4203	VIC cable

12/13/2019	Comcast Cable Comm	\$2,407.46	10-1110-4203	All other cable
12/19/2019	Core & Main Lp 518	\$575.25	40-4000-4425	2" backflow
12/11/2019	Culver S Of Lake Plaza #3	\$23.46	10-1119-4227	Training - meal
12/11/2019	Dana Kepner Company/Hdq	\$1,611.29	40-4000-4425	Summit Inn water meter
12/26/2019	Dana Kepner Company/Hdq	\$165.04	40-4000-4425	Water meter
12/11/2019	Denver Post Circulation	\$11.99	10-1115-4210	Denver Post Subscription
12/11/2019	Discountmugs.Com	-\$618.07	80-8000-4588	Cancelled Registration prize for winter Nordic races
12/11/2019	Discountmugs.Com	\$1,236.14	80-8000-4588	Registration gift for winter Nordic ski races
12/11/2019	Discountmugs.Com	-\$618.07	80-8000-4588	Cancelled Registration prize for winter Nordic races
12/19/2019	Discountsch 8006272829	\$78.06	10-1150-4606	Winter Camp Supplies
12/07/2019	Dropbox*lpqxm4d3lml	\$11.99	20-2000-5079	Dropbox for Community Plan docs
12/18/2019	Evergreen Custom Media	\$9,820.00	10-1118-4635	Production of Town + Mountain Magazine
12/06/2019	Evo	\$211.63	90-0090-2060	End of season purchase for Staff with pooled tips
11/30/2019	Facebk 3degns6a52	\$486.63	10-1118-4265	Promoted posts for new Frisco Gov page, Turkey Day 5k and Wassail Days Lighting
11/30/2019	Facebk 3degns6a52	\$190.42	10-1110-4265	Promoted post for Adventure Park winter hiring
12/17/2019	Ferrellgas L P	\$53.00	40-4000-4201	Propane
12/04/2019	George T Sanders 02	\$40.28	40-4000-4275	Annual Pall maintenance work
12/18/2019	George T Sanders 02	\$227.10	10-1132-4207	Flush valve for insulation
12/13/2019	Geowater Services	\$150.00	40-4000-4250	Bac-T compliance sample
12/23/2019	Government Finance Offic	\$345.00	10-1110-4250	Budget Award submission fee
12/04/2019	Grainger	\$51.64	10-1131-4270	Safety glasses
12/04/2019	Grainger	\$233.90	10-1121-4233	Respirators
12/11/2019	Grainger	-\$169.61	40-4000-4444	Credit - Air regulator purchased on 11/26
12/03/2019	Hacienda Real	\$186.25	10-1140-4811	Dinner for Firefighters and EMS for Santas Calling
12/10/2019	Hacienda Real	\$178.00	10-1111-4229	Council Dinner
12/13/2019	Hampton Inn & Suites D	\$366.00	80-8000-4227	Training - lodging
12/13/2019	Hampton Inn & Suites D	-\$414.20	80-8000-4227	Mischarge correction
12/13/2019	Hampton Inn & Suites D	\$414.20	80-8000-4227	Mischarge

12/10/2019	Hardline Equipment Llc	\$8,857.98	20-2000-4101	Upgrading Zaugg to hydraulics
12/19/2019	Iacp	\$190.00	10-1121-4210	2020 dues Int'l Assoc. of Chiefs of Police
12/18/2019	In *high Country Waterwor	\$479.00	90-9000-4207	Water hammer arrestor
12/16/2019	In *lifemed Safety, Inc.	\$630.00	10-1110-4502	AED Pads
12/16/2019	In *phunkshun Wear	\$175.32	10-0060-2060	FAP Staff Purchase from pooled tips
12/16/2019	In *phunkshun Wear	\$1,060.39	10-1160-4270	Uniform Piece for FAP Outdoor Staff
12/16/2019	In *phunkshun Wear	\$3,990.92	10-1160-4223	Hoodies, Neck Gators, and Balaclavas for FAP Retail
12/01/2019	Indeed	\$27.69	10-1110-4265	On-line recruitment ad
12/11/2019	Infinity Certified Weldin	\$68.00	10-1133-4205	Plow deflector bar
12/03/2019	Innermountain Distributin	\$36.45	10-1160-4225	Beverage Order for FAP Cafe
12/17/2019	Innermountain Distributin	\$495.30	10-1160-4225	Beverage Order for FAP Cafe
12/18/2019	International Institute O	\$110.00	10-1114-4210	Annual Membership Fee
12/26/2019	J & S Contractors Supply	\$1,245.00	10-1131-4403	Main St. sign posts
12/08/2019	Kronos Inc	\$567.00	10-1110-4704	Monthly service fee
12/09/2019	Krystal Broadcasting Inc	\$494.00	10-1118-4265	Wassail Days radio ads
12/09/2019	Krystal Broadcasting Inc	\$494.00	10-1150-4265	Turkey Day 5k radio ads
12/23/2019	Kunc & Co Sound	\$325.00	10-1118-4265	Wassail Days radio ads
12/19/2019	Lawson Products	\$137.11	90-9000-4201	Operating supplies
12/12/2019	Loaf N Jug #0048	\$6.18	10-1110-4229	Supplies for Govt 101 class
12/05/2019	Log Cabin Cafe	\$33.00	10-1160-4227	Copper Mtn Meeting
12/02/2019	Lowe's #03206	\$18.97	10-1133-4205	Hotsy prong
12/03/2019	Lowe's #03206	\$35.98	10-1133-4205	Socket for Hotsy
12/05/2019	Lowe's #03206	\$17.98	10-1132-4207	Shelf
12/11/2019	Lowe's #03206	\$62.37	10-1132-4207	Nordic Lodge whitewood boar
12/12/2019	Lowe's #03206	\$190.94	10-1132-4207	Truck supplies; Pipe insulation
12/19/2019	Lowe's #03206	\$6.07	80-8000-4589	Outlet
12/26/2019	Lowe's #03206	\$299.60	10-1134-4404	Ice melt
12/12/2019	McKee Usa	\$535.00	10-1160-4208	Lift intercom

12/13/2019	McKesson Medical Surgical	\$275.32	10-1160-4234	Medical supplies FAP
12/04/2019	Mhc-Kw-Denver Moto	\$107.09	10-1133-4205	Brake chamber
12/16/2019	Midwayusa Com	\$175.66	10-1121-4218	Gun cleaning supplies - PD
12/11/2019	Motivators.Com Powered By	\$273.09	10-1110-4650	Swag give-a-way items for career fairs
12/05/2019	Motobreck	\$87.98	10-1160-4205	Hardware for Polaris snowmobile seatback repair
12/10/2019	Murdochs Ranch&home #31	\$161.90	40-4000-4270	Winter/safety uniform
12/10/2019	Murdochs Ranch&home #31	\$24.99	10-1133-4205	Trailer hitch lock
12/10/2019	Murdochs Ranch&home #31	\$162.98	40-4000-4270	Jacket; Gloves
12/12/2019	Murdochs Ranch&home #31	\$129.97	10-1132-4207	Walter Byron Park cameras
12/02/2019	National Band And Tag Com	\$66.05	10-1121-4233	2020 animal licenses
12/07/2019	Next Page Books And Nosh-	\$19.95	10-1118-4233	PIO work- memorial book for Firefighter Ken Jones
12/17/2019	Next Page Books And Nosh-	\$7.61	10-1118-4227	Coffee meeting
12/19/2019	Next Page Books And Nosh-	\$6.92	10-1125-4890	Coffee with speaker re: Summer Lecture
12/12/2019	Olive Garden 400044651	\$23.49	10-1119-4227	Training - meal
12/24/2019	Pall Corporation	\$2,650.00	40-4000-4250	Annual phone support: Replacement parts
12/24/2019	Pall Corporation	\$733.22	40-4000-4275	Annual phone support: Replacement parts
12/25/2019	Pandora	\$5.13	10-1110-4401	FAP Music subscription
12/06/2019	Parts Geek, Llc	\$86.53	90-9000-4205	New tail light assembly for work truck
12/02/2019	Paypal	\$850.00	10-1118-4265	General winter ad in Mtn Town Magazine
12/05/2019	Paypal	\$169.84	10-1170-4221	Tablet - nordic center
12/05/2019	Paypal	\$13.04	10-1170-4221	Vacuum cleaner bags
12/11/2019	Paypal	-\$17.29	10-1170-4221	Return of wrong tablet case
12/03/2019	Pbi*leasedequipment	\$446.52	10-1110-4202	Stamp refill for mailroom
12/21/2019	Peak Performance Imaging	\$1,044.44	10-1110-4205	Copier meter readings
11/27/2019	Peppinos Pizza & Subs	\$50.00	10-1110-4650	Peak Awards - Gift Cards- Q4
11/30/2019	Peppinos Pizza & Subs	\$146.52	80-8000-4227	Wassail Night Staff Meal
12/05/2019	Peppinos Pizza & Subs	\$57.60	10-1110-4229	Art Visioning Meeting
12/05/2019	Peppinos Pizza & Subs	\$119.20	10-1115-4227	Community Development Director interviews lunch
12/22/2019	Pinnacol Assurance	\$17,403.00	10-1110-4502	Worker's compensation

12/23/2019	Pioneer Sports Frisco	\$14.74	10-1121-4233	Cable lock for Walter Byron Park camera
12/12/2019	Potbelly #361	\$12.41	80-8000-4227	Training - meal
12/04/2019	Prinoth Ltd	\$2,454.79	10-1160-4205	Snowcat repairs / parts
12/04/2019	Prinoth Ltd	\$1,221.54	10-1160-4205	Snowcat repairs / parts
12/02/2019	Psia Rm	\$55.00	10-1170-4210	Membership dues for Professional Ski Instructors Association
11/27/2019	Quill Corporation	\$6.99	10-1130-4233	Declined Charge - PCard cancelled
11/28/2019	Quill Corporation	\$38.99	10-1130-4233	Declined Charge - PCard cancelled
11/28/2019	Quill Corporation	\$38.99	10-1130-4233	Declined charge - PCard cancelled
12/07/2019	Quill Corporation	\$100.99	40-4000-4200	Ink; White board markers and holders
12/07/2019	Quill Corporation	\$59.97	10-1130-4233	Ink; White board markers and holders
12/07/2019	Quill Corporation	\$59.98	40-4000-4200	Printer ink
12/02/2019	Rightsignature	\$24.00	90-9000-4210	Online Contracts and Waivers
11/27/2019	Rocky Mountain Coffee Roa	\$5.84	80-8000-4227	Meeting
12/04/2019	Rocky Mountain Coffee Roa	\$5.90	10-1118-4227	Coffee meeting
12/11/2019	Rocky Mountain Coffee Roa	\$5.08	20-2000-5079	Coffee for parking study training
12/02/2019	Rocky Mountain Educationa	\$110.00	10-1170-4210	Ski instructor certification
11/30/2019	Rocky Mountain Laundries	\$7.00	10-1140-4811	Wash and dry tablecloths
12/04/2019	Rossignol Ski Company	-\$736.06	10-1170-4223	Credit - erroneous charge by merchant
12/18/2019	Royce Industries Den	\$6,724.56	20-2000-4101	Hotsy replacement
12/03/2019	Safelite Autoglass	\$29.95	10-1133-4205	Chip repair
12/05/2019	Safelite Autoglass	-\$267.80	10-1133-4205	Credit - Windshield repair
12/05/2019	Safelite Autoglass	\$267.80	10-1133-4205	Windshield repair
12/06/2019	Safelite Autoglass	\$29.95	10-1133-4205	Chip repair
12/05/2019	Safetysign.Com	\$92.42	10-1160-4201	Tubing hill signs
12/12/2019	Safetysign.Com	\$1,386.05	10-1170-4201	Nordic trail signs
11/27/2019	Safeway #0836	\$29.25	10-1160-4225	Thanksgiving Meal for Employees Supplies
11/27/2019	Safeway #0836	\$58.91	10-0060-2060	Food Purchase for FAP Staff Thanksgiving Lunch
11/27/2019	Safeway #0836	\$51.95	10-1160-4225	Food and Supplies for FAP Cafe
11/27/2019	Safeway #0836	\$150.00	10-1110-4650	MyFit wellness gift cards & Peak awards
11/28/2019	Safeway #0836	\$39.53	10-0060-2060	Purchase from Tips for Staff Lunch
11/28/2019	Safeway #0836	\$24.96	10-1160-4225	Supplies/Food for FAP Cafe
12/02/2019	Safeway #0836	\$10.00	10-1114-4233	Cookies for STR Meetings
12/05/2019	Safeway #0836	\$86.27	10-1140-4811	Crackers, bread and butter for soup Cup

12/05/2019	Safeway #0836	\$48.69	10-1125-4890	Wassail Supplies
12/05/2019	Safeway #0836	\$7.99	10-1119-4306	Snacks for 12/5/2019 PC Mtg.
12/06/2019	Safeway #0836	\$35.75	10-1125-4890	Last minute NATM Food; veggies, dip, cookies
12/06/2019	Safeway #0836	\$14.85	10-1160-4225	Marshmallows for FAP Cafe
12/09/2019	Safeway #0836	\$16.44	10-1110-4233	Breakfast supplies
12/10/2019	Safeway #0836	\$39.93	10-1111-4229	Council supplies
12/17/2019	Safeway #0836	\$4.55	10-1140-4811	Fruit for wassail merchant recap meeting
12/17/2019	Safeway #0836	\$112.10	10-1170-4480	Refreshments for Up and At Em' nordic ski races
12/17/2019	Safeway #0836	\$16.96	10-1150-4606	Craft Supplies for Winter Fun club
12/19/2019	Safeway #0836	\$87.37	10-1160-4225	Drink and Creamer Purchase for FAP Cafe
12/20/2019	Safeway #0836	\$37.97	10-1110-4233	Post Office appreciation gift
12/22/2019	Safeway #0836	\$26.96	10-1170-4221	Lysol disinfectant for rental boots and cleaning supplies
12/24/2019	Safeway #0836	\$18.58	10-1160-4225	Holiday Employee Food
12/25/2019	Safeway #0836	\$39.98	10-1170-4225	Food for staff working XMas day
12/04/2019	Sagacity Media Inc	\$5,800.00	10-1118-4265	Colorado Summit Magazine- Winter Coop ad and full page general winter ad
11/18/2019	Sale Reversal	-\$20.01	10-1130-4233	Fraudulent charge reimbursement
11/18/2019	Sale Reversal	-\$19.99	10-1130-4233	Fraudulent charge reimbursement
11/18/2019	Sale Reversal	-\$19.99	10-1130-4233	Fraudulent charge reimbursement
11/24/2019	Sale Reversal	-\$17.87	10-1130-4233	Fraudulent charge reimbursement
11/24/2019	Sale Reversal	-\$79.00	10-1130-4233	Fraudulent charge reimbursement
11/28/2019	Sale Reversal	-\$1,333.33	80-8000-4589	Declined charge - PCard cancelled
11/28/2019	Sale Reversal	-\$6.99	10-1130-4233	Declined charge - PCard cancelled
11/28/2019	Sale Reversal	-\$788.22	80-8000-4589	Declined charge - PCard cancelled
11/29/2019	Sale Reversal	-\$38.99	10-1130-4233	Declined charge - PCard cancelled
12/02/2019	Sanders True Value Hardw	\$25.19	10-1134-4270	Winter gloves
12/09/2019	Sanders True Value Hardw	\$64.78	10-1170-4205	Chain saw supplies
12/20/2019	Sanders True Value Hardw	\$59.38	40-4000-4201	Snow shovels
12/02/2019	Sherwin Williams 707277	\$44.34	40-4000-4277	Acid - water treatment plant supplies
12/23/2019	Skyline Cinema 8	\$82.50	10-1150-4606	Winter Fun Club Field Trip
12/23/2019	Skyline Cinema 8	\$120.50	10-1150-4606	Winter Fun Club Field Trip
12/04/2019	Smk	\$33.00	10-1110-4250	Survey Monkey
12/18/2019	Sp * Tpcetraining	\$85.00	10-1132-4227	"Basic Electricity" training registration fee
12/15/2019	Sp * Truwerk	\$194.15	10-1170-4270	Work bibs for staff uniform.
12/16/2019	Sp * Ubiquiti Inc.	\$215.49	10-1110-4211	Election surveillance equipment
12/11/2019	Specialized Truck & Su	\$182.00	10-1133-4205	Plow deflector bar
12/04/2019	Sprint *wireless	\$906.77	10-1110-4203	TH cell phones

12/04/2019	Sprint *wireless	\$82.95	40-4000-4203	WTP cell phones
12/04/2019	Sprint *wireless	\$536.50	90-9000-4203	Marina cell phones
12/19/2019	Sq *amich And Jenks	\$390.00	10-1121-4250	Pre-employment background checks
12/10/2019	Sq *gatherhouse, In	\$225.00	10-1140-4811	Wassail Days Awards
12/09/2019	Sq *high Altitude R	\$166.48	10-1170-4205	Annual chainsaw service
12/03/2019	Sq *liquor Licensin	\$370.00	10-1160-4227	Liquor Pros Training for FAP and Nordic Staff
12/02/2019	Sq *summit County S	\$55.00	10-1110-4650	Frisco Finest Plaque Sandy Mortensen
12/21/2019	Sq *summit High School Pt	\$150.00	10-1110-4265	Summit HS job fair registration and supplies
11/30/2019	Stapls7302342601000002	\$30.49	10-1170-4221	Cleaning supplies
12/10/2019	Stapls7302493583000001	\$19.19	10-1115-4233	Notary Stamp
12/03/2019	Stapls7302575451000001	\$38.39	10-1110-4233	Breakroom supplies
12/04/2019	Stapls7302610129000001	\$46.77	10-1110-4233	Break room and mail room supplies
12/05/2019	Stapls7302610129001001	-\$18.59	10-1110-4233	Wrong items - returned
12/14/2019	Stapls7302992844000001	\$23.03	10-1114-4233	Office supplies
12/21/2019	Stapls7302992844000002	\$24.98	10-1119-4233	Sign holders
12/18/2019	Stapls7303068408000001	\$68.18	10-1170-4221	Cleaning wipes and pens.
12/21/2019	Stapls7303194145000001	\$34.99	10-1114-4233	Heater
12/21/2019	Stapls7303194145000001	\$25.03	10-1110-4233	Note pads
12/24/2019	Stapls7303252483000001	\$93.25	10-1110-4233	Printer ink
12/06/2019	Sweetwater Sound	\$65.90	10-1140-4665	50 ft. speaker cables - reusable supplies
12/03/2019	Sysco Corp	\$986.95	10-1160-4225	F&B Order for FAP Cafe
12/12/2019	Sysco Corp	\$2,073.35	10-1160-4225	F&B and Supply order for FAP Cafe
12/12/2019	Sysco Corp	\$93.67	10-1170-4225	F&B order for Frisco Nordic
12/19/2019	Sysco Corp	\$182.00	10-0060-2060	Food for Staff Holiday Lunches
12/19/2019	Sysco Corp	\$371.31	10-1170-4225	F&B Order for Nordic
12/19/2019	Sysco Corp	\$2,047.35	10-1160-4225	F&B and Supply order for FAP Cafe
12/24/2019	Sysco Corp	\$1,345.38	10-1160-4225	F&B and Supply Order for FAP Cafe
12/20/2019	Target 00015255	\$43.44	10-1125-4894	Exhibit supplies and community outreach project supplies
12/20/2019	Teacherspayteachers.Com	\$3.73	10-1150-4606	Downloadable PDF for holiday bingo for winter Fun Club
12/13/2019	The Breakfast Deli	\$166.20	10-1140-4811	Burritos for Wassail recap meeting
12/26/2019	The Breakfast Deli	\$473.66	10-1160-4227	Breakfast burritos for staff - 12/26 and 12/28
12/12/2019	The Broadmoor Food&bev	\$10.59	10-1119-4227	Training - meal
12/12/2019	The Broadmoor Food&bev	\$15.04	10-1119-4227	Training - meal

12/13/2019	The Broadmoor Lodging	\$39.21	10-1119-4227	Training - parking
12/02/2019	The Broadmoor Resrvati	\$180.47	10-1119-4227	Training - lodging
12/19/2019	The Broadmoor Resrvati	-\$0.81	10-1119-4227	Refund - overcharge
12/05/2019	The Christie Lodge Resort	\$138.75	10-1115-4227	CAST Meeting Hotel for Town Manager
12/20/2019	The Christie Lodge Resort	\$148.75	10-1111-4227	CAST Meeting Hotel for Mayor
12/14/2019	The Gazette Advertising	\$2,775.00	10-1118-4265	General winter advertising Out There Colorado
12/07/2019	The Home Depot #1549	\$128.81	10-1132-4207	Old Town Hall ice dam
12/02/2019	The Home Depot Pro	\$203.91	80-8000-4477	Restroom Supply
12/18/2019	The Home Depot Pro	\$658.80	10-1160-4401	Supplies for Day Lodge Bathrooms
12/03/2019	The Key People Company	\$465.00	10-1170-4477	Nordic Center Bathroom Cleaning November
12/03/2019	The Key People Company	\$775.00	10-1160-4477	November Day Lodge Cleaning
12/04/2019	The Key People Company	\$2,082.78	10-1132-4207	November cleaning service
12/12/2019	The Key People Company	\$48.00	80-8000-4477	Dec Recycling
12/12/2019	The Key People Company	\$145.00	80-8000-4477	Dec Office Cleans
12/12/2019	The Key People Company	\$145.00	80-8000-4477	Nov Office Cleans
12/12/2019	The Key People Company	\$750.00	80-8000-4477	Nov Restroom Cleans
12/12/2019	The Key People Company	\$48.00	80-8000-4477	Nov Recycling
12/12/2019	The Key People Company	\$775.00	80-8000-4477	Oct Restroom Cleans
12/17/2019	The Key People Company	\$793.64	90-9000-4401	Restroom and office cleaning services
12/02/2019	The Ups Store 1378	\$15.11	80-8000-4202	Postage Visitor Guides
11/26/2019	Timberline Disposal Llc	\$788.22	80-8000-4589	Declined Charge - PCard cancelled
11/26/2019	Timberline Disposal Llc	\$1,333.33	80-8000-4589	Declined Charge - PCard cancelled
12/12/2019	Timberline Disposal Llc	\$538.12	10-1132-4411	Recycling service
12/19/2019	Timberline Disposal Llc	\$1,160.00	10-1140-4827	Portos for Concert in the Park
12/02/2019	Tlo Transunion	\$50.00	10-1121-4210	Police data base
12/08/2019	Tmobile*postpaid Pda	\$55.72	10-1110-4203	Personal cell phone stipend
12/21/2019	Treatment Technology	\$474.30	40-4000-4277	Well #7 chemicals
12/13/2019	Triangle Electric Inc	\$827.47	40-4000-4275	Well #5 replacement heater; Phone line installation
12/13/2019	Triangle Electric Inc	\$373.71	40-4000-4444	Well #5 replacement heater; Phone line installation
12/05/2019	Tst* Butterhorn Bakery &	\$24.90	10-1119-4306	Snacks for 12/5/2019 PC Mtg.
12/04/2019	Tst* Illegal Pete S - Bro	\$15.06	10-1133-4227	Training - meal
12/03/2019	Uline	\$55.41	10-1121-4233	25 Evidence boxes for hand guns

12/18/2019	Uncommongoods	\$83.98	90-0090-2060	Marina – Purchase for staff from pooled gratuities
12/04/2019	Usa Blue Book	\$666.73	40-4000-4201	Lab supplies
12/04/2019	Usa Blue Book	\$229.90	40-4000-4201	Chemical drum hand pumps
12/12/2019	Usa Blue Book	\$92.18	40-4000-4201	Bottles for composite samples
12/12/2019	Usa Blue Book	-\$75.50	40-4000-4201	Credit- Freight
12/20/2019	Uscleanpro.Com	\$168.30	10-1125-4477	Weekly Cleaning Service- bathroom and floors
12/20/2019	Uscleanpro.Com	\$176.70	10-1125-4477	Weekly Cleaning Service- same invoice. mistakenly split payment into 2 parts
12/10/2019	Usps Po 0733840210	\$11.20	80-8000-4202	Shipping
12/19/2019	Usps Po 0733840210	\$25.50	80-8000-4418	Stamps for resale
12/18/2019	Vectorstock	\$14.99	10-1118-4265	Stock graphic for single use bag fee signage
12/13/2019	Verizonwrlss	\$70.00	10-1110-4203	Personal cell phone stipend
12/04/2019	Vermont Systems Inc	\$397.84	10-1110-4704	Vermont Systems (recreation software) Hosting Services - General Gov't
12/04/2019	Vermont Systems Inc	\$198.92	80-8000-4704	Vermont Systems (recreation software) Hosting Services - info Center
12/04/2019	Vermont Systems Inc	\$198.92	90-9000-4704	Vermont Systems (recreation software) Hosting Services - Marina
12/10/2019	Vermont Systems Inc	\$3,919.00	10-1110-4704	Vermont Systems (recreation software) Software Maintenance
12/10/2019	Vermont Systems Inc	\$1,959.50	80-8000-4704	Vermont Systems (recreation software) Software Maintenance
12/10/2019	Vermont Systems Inc	\$1,959.50	90-9000-4704	Vermont Systems (recreation software) Software Maintenance
12/03/2019	Vision Graphics Inc	\$2,266.08	80-8000-4233	Print 12,000 Frisco Business Map Brochures
12/03/2019	Vision Graphics Inc	\$1,174.15	10-1140-4811	Print 8,000 Wassail Days 12 Sip/Voting rack cards
12/02/2019	Vistapr*vistaprint.Com	\$18.89	10-1125-4233	Business cards
12/02/2019	Vistapr*vistaprint.Com	\$55.98	10-1121-4233	Business cards
12/12/2019	Vistapr*vistaprint.Com	\$35.99	10-1125-4233	Business cards
12/26/2019	Vistapr*vistaprint.Com	\$23.99	10-1119-4233	Buisness cards
12/15/2019	Vzwrllss*apocc Visb	\$36.04	40-4000-4203	WTP cell phones
12/15/2019	Vzwrllss*apocc Visb	\$297.90	10-1110-4203	All other cell phones
12/10/2019	Vzwrllss*bill Pay Vn	\$50.00	10-1110-4203	Personal cell phone stipend
12/11/2019	Vzwrllss*bill Pay Vn	\$52.80	10-1110-4203	Personal cell phone stipend
12/21/2019	Vzwrllss*bill Pay Vn	\$65.00	10-1110-4203	Personal cell phone stipend
12/10/2019	Vzwrllss*bill Pay Vw	\$70.00	10-1110-4203	Personal cell phone stipend
12/19/2019	Vzwrllss*bill Pay Vw	\$65.50	10-1110-4203	Personal cell phone stipend
12/19/2019	Vzwrllss*bill Pay Vw	\$26.40	10-1110-4203	Personal cell phone stipend
12/20/2019	Vzwrllss*bill Pay Vw	\$70.00	10-1110-4203	Personal cell phone stipend
12/21/2019	Vzwrllss*bill Pay Vw	\$35.00	10-1170-4205	Personal cell phone stipend
12/02/2019	Wagner Rents Silverthorn	\$129.00	10-1133-4404	Windshield repair
12/17/2019	Wagner Rents Silverthorn	\$5,553.00	80-8000-4589	Rental for xmas lights
12/18/2019	Wagner Rents Silverthorn	\$435.00	10-1133-4404	Grader cutting edges

12/20/2019	Walgreens #11326	\$2.99	10-1125-4894	Photo print for Community Outreach project
12/04/2019	Wal-Mart #0986	\$17.10	80-8000-4589	Xmas lights
12/05/2019	Wal-Mart #0986	\$32.67	10-1140-4665	RE-usable pails
12/09/2019	Wal-Mart #0986	\$78.80	10-1133-4205	Defroster
12/10/2019	Wal-Mart #0986	\$17.43	10-1132-4207	Paint
12/10/2019	Wal-Mart #0986	\$50.00	10-1110-4650	Peak Awards - Gift Cards- Q4
12/11/2019	Wal-Mart #0986	-\$148.00	10-1160-4221	Return of 2 space heaters, purchased incorrect model
12/11/2019	Wal-Mart #0986	\$148.00	10-1160-4221	Two space heaters
12/11/2019	Wal-Mart #0986	\$89.88	10-1133-4205	Rotella oil
12/17/2019	Wal-Mart #0986	\$91.26	10-1150-4606	Craft Supplies for Winter Fun Club
12/19/2019	Wal-Mart #0986	\$110.32	10-1160-4205	DEF for PRA diesel vehicles
12/21/2019	Wal-Mart #0986	\$8.92	10-1125-4893	Exhibit supplies - paint, brushes
12/21/2019	Wal-Mart #0986	\$5.44	80-8000-4233	Office supplies
12/23/2019	Wal-Mart #0986	\$23.78	10-1121-4233	SD card for Walter Byron Park Camera
11/29/2019	Wal-Mart #986	\$5.25	10-1125-4233	Measuring cups, Wassail Supplies
12/02/2019	Wal-Mart #986	\$15.73	40-4000-4200	Light bulbs; Wire ties
12/03/2019	Wal-Mart #986	\$72.63	10-1110-4265	Summit HS job fair registration and supplies
12/04/2019	Wal-Mart #986	\$24.66	80-8000-4233	Wassail Supply
12/05/2019	Wal-Mart #986	\$86.15	10-1160-4205	Shop supplies for PRA Maintenance Buildin.
12/06/2019	Wal-Mart #986	\$34.98	10-1125-4890	NATM Candy Canes, Herhey's Kisses, Dressings
12/06/2019	Wal-Mart #986	\$48.33	40-4000-4200	Office supplies
12/07/2019	Wal-Mart #986	\$11.84	10-1118-4233	PIO work- tablecloth for memorial table at Summit Fire
12/10/2019	Wal-Mart #986	\$67.38	10-1140-4811	Candies as Wassail Thank you for Merchants
12/10/2019	Wal-Mart #986	\$200.00	10-1110-4650	MyFit Wellness gift cards
12/11/2019	Wal-Mart #986	\$72.44	10-1160-4221	Two space heaters
12/16/2019	Wal-Mart #986	\$157.29	10-1133-4205	Rotella
12/18/2019	Wal-Mart #986	\$29.14	10-1132-4207	Batteries
12/22/2019	Wal-Mart #986	\$12.97	10-1160-4405	Supplies for snomax system clean
12/12/2019	Waste Mgmt Wm Ezpay	\$266.28	10-1132-4207	Old Town Hall trash service
12/12/2019	Waste Mgmt Wm Ezpay	\$266.28	10-1132-4207	1st & Main trash service
12/12/2019	Waste Mgmt Wm Ezpay	\$372.46	10-1132-4207	Town Hall trash service
12/12/2019	Waste Mgmt Wm Ezpay	\$155.65	10-1132-4207	Historic Park trash service
12/12/2019	Waste Mgmt Wm Ezpay	\$242.71	10-1132-4207	Mary Ruth trash service
12/19/2019	Waste Mgmt Wm Ezpay	\$132.30	10-1170-4401	Recycling Service for FAP Day Lodge and Nordic
12/19/2019	Waste Mgmt Wm Ezpay	\$605.01	10-1160-4401	Trash Removal for Day Lodge and Nordic
11/27/2019	Wendys 9862	\$40.00	10-1110-4650	Peak Awards - Gift Cards- Q4
12/06/2019	Wholefds Fco #10470	\$207.93	10-1125-4890	Wassail NATM Catering Expenses, Charcuterie and Crudite
12/10/2019	Wholefds Fco #10470	\$15.99	10-1111-4229	Council supplies
12/10/2019	Wholefds Fco #10470	\$150.00	10-1110-4650	MyFit Wellness gift cards
12/10/2019	Wholefds Fco #10470	\$150.00	10-1110-4650	MyFit Wellness gift cards
12/10/2019	Wholefds Fco #10470	\$100.00	10-1110-4650	Peak Awards - Gift Cards- Q4

12/04/2019	Wpy*cccma	\$235.00	10-1115-4227	Town Manager CCCMAConference Registration
12/05/2019	Www.Northernsafety.Com	\$505.36	80-8000-4589	Disc golf lock
TOTAL		<u>\$174,447.54</u>		

TOWN MANAGER EMPLOYMENT AGREEMENT

THIS TOWN MANAGER EMPLOYMENT AGREEMENT (this "Agreement") is made and entered into this 11th day of February, 2020, by and between the TOWN OF FRISCO, COLORADO, a home rule municipality, hereinafter called the "Town," and Nancy Kerry, hereinafter called "Manager" to be effective as of January 1, 2020.

WITNESSETH:

WHEREAS, on or about January 8, 2019, the Town and Manager entered into a Town Manager Employment Agreement (the "Prior Employment Agreement"); and

WHEREAS, the Town and Manager desire to terminate the Prior Employment Agreement and to substitute this Agreement in its place.

NOW THEREFORE, the Town and Manager agree that the Prior Employment Agreement is hereby terminated, and further agree as follows:

1.0 Employment and Duties.

1.1 Town hereby agrees to employ Manager, and Manager hereby accepts employment, as Town Manager of the Town of Frisco, to perform the functions and duties specified in the Charter of the Town of Frisco and to perform such other legal and proper duties and functions as the Town Council shall assign.

1.2 The parties agree that the terms of this Agreement do not supersede the provisions of the Home Rule Charter of the Town of Frisco, and to the extent they do conflict with the Home Rule Charter, the Home Rule Charter shall prevail. The parties also agree that to the extent this Agreement is in conflict with the provisions of the Frisco Town Code or Personnel Code, this Agreement shall prevail.

1.3 The Town Manager shall have the authority and responsibility to carry out the duties of the position as generally described in the Home Rule Charter of the Town of Frisco, Title VII, Town Administration. The Town Manager shall keep the Mayor and Town Council informed of proposed changes to organizational operations.

2.0 Termination of Employment Agreement and Term of this Agreement.

2.1 The term of this Agreement shall commence as of January 1, 2020, and shall continue for an indefinite period, Manager to hold office at the pleasure of a majority of the Town Council, until this Agreement is terminated as provided herein or by mutual agreement of the parties.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Council to terminate the services of Manager at any time and for any

reason, subject only to the provisions set forth in § 3.0, paragraphs 3.1 and 3.3 of this Agreement.

2.4 Nothing in this Agreement shall prevent, limit or otherwise interfere with Manager's right to resign at any time, subject only to the provisions set forth in § 3.0, paragraph 3.4 of this Agreement.

3.0 Termination and Severance Pay.

3.1 If the Manager's employment is terminated by the Town Council and such termination is during such time as Manager is willing and able to perform the duties of the Town Manager, then in that event the Town agrees to continue payment of salary and all benefits hereunder and pursuant to the Personnel Code for a period of six (6) months from the effective date of termination. Any provision of this paragraph 3.1 notwithstanding, in the event that Manager is terminated for Cause, the Town shall have no obligation for severance benefits or pay as described herein. As used herein, "Cause" shall mean (a) conduct by Manager that is fraudulent or dishonest, (b) Manager's conviction or no-contest plea of any felony or crime involving moral turpitude under any federal or state law, or (c) failure by Manager in any material way to fulfill or comply with her obligations under this Agreement.

3.2 Acceptance of severance pay and benefits as described in paragraph 3.1 by Manager shall constitute a release in full by Manager of any and all claims Manager may have against the Town Council of the Town of Frisco, the individual members of the Town Council of the Town of Frisco acting in their official capacity, and the Town of Frisco, as a result of the termination of her employment.

3.3 In the event the Town at any time during the employment term reduces the salary or other financial benefits of Manager in a greater percentage than an applicable across the board reduction for all employees of the Town, or in the event that the Town refuses, following written notice, to comply with any other provision benefiting Manager herein, or Manager resigns following a suggestion, whether formal or informal, by the Town Council that she resign, then, in that event, Manager may at her option, be deemed to be terminated without Cause as of the date of such reduction or event.

3.4 In the event Manager wishes to resign her position with the Town and remain in good standing, Manager shall give the Town 45 days written notice in advance, unless the parties otherwise agree.

3.5 In the event that Manager does not comply with the residency requirement as set forth in the Town Charter and § 14.0 of this Agreement, Manager shall be deemed to be terminated with Cause and the terms of § 14.0 and its paragraphs shall apply.

3.6 Manager's employment may be terminated sixty days after Manager becomes totally and permanently disabled. As used herein, "totally and permanently disabled" shall be defined as: (a) if Manager is receiving total permanent disability payments pursuant to any disability program under which she is covered, whether owned by the Town or otherwise; or (b) in the absence of such disability program, if (i) Manager's attending physician certifies that

Manager is unable to perform her duties as set forth herein for the Town and that such condition is total and permanent; or (ii) in the event that Manager does not timely consult such attending physician and the Town reasonably believes Manager to be so disabled, the Town may obtain such examination from a properly qualified physician who shall conduct such examinations as are appropriate to determine whether or not Manager is so totally and permanently disabled. If Manager is terminated because she is totally and permanently disabled due to an event occurring within the scope of her employment, she shall be entitled to severance pay as provided in paragraph 3.1. If Manager is terminated because she is totally and permanently disabled due to an event occurring outside the scope of her employment, she shall receive no severance benefits or pay.

4.0 Salary.

4.1 Town agrees to pay Manager for her services rendered pursuant hereto an annual base salary of One Hundred Fifty-Nine Thousand and Five Hundred Dollars (\$159,500.00), payable in installments at the same time as other employees of the Town are paid.

4.2 The Town agrees to consider increases to Manager's annual base salary and/or other benefits in such amounts and to such extent as the Town Council, in its sole discretion, may determine to be desirable on the basis of an annual salary review of Manager. Such review shall occur contemporaneously with Manager's performance review in January of each year. Manager will neither be guaranteed nor limited by any market-adjusted salary increases given to other Town employees.

5.0 Full-time Employment and Hours of Work.

5.1 It is recognized and understood that Manager must devote additional time outside normal office hours to the business of the Town, and therefore Manager will be allowed to take compensatory time off as she shall deem appropriate provided, however, that such compensatory time shall not adversely affect Manager's job performance or Town activities. No monetary compensation shall be made to Manager for accrued and unused compensatory time.

5.2 Manager shall not engage in any non-Town employment activities for compensation without the express written consent of the Town Council. It is the intent of the parties that this Agreement is for full-time employment. Participation in professional organizations and voluntary programs are encouraged provided they are consistent with the responsibilities of the Town Manager for the Town.

6.0 Benefits.

6.1 Except as provided or specifically addressed in this Agreement, Manager shall receive the benefits granted all regular, full-time employees, subject to any limitations or restrictions thereon applicable to all regular, full-time employees, including by illustration only, health, dental, vision, long term disability and life insurance; retirement; sick leave; annual and

holiday leave; and other group benefit programs extended to employees for their voluntary participation.

6.2 Manager will be entitled to accrue and use annual leave in accordance with the Town's Personnel Code, provided, however, that: (i) there shall be added, effective as of the first day of Manager's employment, an additional base of five (5) days of vacation leave time to the vacation leave time that the Manager will earn in accordance with the Town's Personnel Code; and (ii) as of the first day of Manager's employment, Manager shall accrue vacation time as if she had been employed by the Town for five (5) years. Notwithstanding the foregoing, at no time shall the total combined annual vacation leave time to which Manager is entitled exceed the allowed maximum for such time set forth in the Town's Personnel Code.

6.3 As of the first day of Manager's employment, the Town shall match Manager's contributions into the Town's retirement plan as if the Manager had been employed by the Town for five (5) years (which is a matching contribution of up to 7% of salary).

7.0 Automobile and Cellular Telephone.

The Town will provide a Town vehicle to Manager, with take home privileges, for business use within or outside of Summit County, and for personal use only within the State of Colorado. The Town will provide a cellular telephone to the Manager for Town business, with both voice and data services under the Town's plan.

8.0 Manager's Housing.

The parties recognize that housing costs in the Town of Frisco significantly exceed those in most other places in Colorado and the nation. Accordingly, the Town agrees that, during the term of this Agreement, it shall provide to the Manager, pursuant to its standard form of employee housing lease, the residence located at 760 Pitkin Street, Frisco, Colorado, free of charge for rent. Manager agrees that, during the term of this Agreement, she shall lease from the Town, pursuant to the Town's standard form of employee housing lease, the residence located at 760 Pitkin Street, Frisco, Colorado, free of charge for rent. Any provision of the Town's standard form of housing lease notwithstanding, such lease shall terminate forty-five (45) days after the effective date of the Manager's separation from employment with the Town, whether that separation is the result of Manager's resignation, termination (with or without cause), or otherwise.

9.0 Professional Development.

9.1 As limited by the budget and in the sole discretion of the Town Council from time to time, the Town agrees to pay registration, reasonable travel and subsistence expenses for Manager for professional official travel, meetings and occasions adequate to continue Manager's professional development and to attend necessary official and other functions for the Town, including, without limitation, the annual conference and annual membership dues of the International City Management Association, the Colorado Municipal League, the Colorado City and County Managers Association, and other national, regional, state and local government groups and committees of which Manager or the Town is member.

9.2 As limited by the budget and in the sole discretion of the Town Council from time to time, the Town agrees to pay for Manager's reasonable tuition, travel and subsistence for short courses, institutes and seminars that are necessary for Manager's professional development and which are in the best interests of the Town.

9.3 As limited by the budget and in the sole discretion of the Town Council from time to time, the Town agrees to pay Manager's reasonable professional dues and subscriptions that are necessary for her continuation and full participation in national, regional, state and local associations and organizations and that are necessary and desirable for her continued professional participation, growth and advancement and which are in the best interests of the Town.

10.0 Expenses.

Manager may be required as a condition of employment to incur reasonable and necessary expenses in connection with her duties hereunder. Manager shall be reimbursed by the Town in accordance with the Town's expense reimbursement policy.

11.0 Indemnification.

Town shall defend, save harmless, and indemnify Manager against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties as Town Manager; provided, however, that this indemnification shall not apply to intentional torts, including but not limited to matters such as assault. Town will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

12.0 Evaluation.

Manager's annual review and evaluation shall be for the purpose of setting the Manager's annual work plan and evaluating Manager's performance and compensation. Such review and evaluation shall be in accordance with specific goals, criteria and performance objectives developed jointly by the Town Council and Manager, which they deem necessary to achieve the Town Council's policy objectives, and shall establish the relative priority among the various goals and objectives. These overall performance criteria may be added to or revised by the Town Council periodically, in consultation with Manager. The Town Council shall provide an opportunity for discussion of the results of the evaluation with Manager.

13.0 Other Terms and Conditions of Employment.

The Town Council, in consultation with Manager, may fix any such other terms and conditions of employment, as it may determine from time to time, relating to Manager's performance, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town Charter or Code, or any other law.

14.0 Residency Requirement.

14.1 As set forth in § 7-1(b) of the Frisco Charter, and as a condition of continued employment with the Town of Frisco, Manager shall establish her permanent domicile and residency within the corporate limits of the Town of Frisco. "Permanent residency and domicile within the corporate limits of the Town of Frisco" shall mean that Manager maintains her personal and physical presence at a dwelling place within the Town of Frisco and intends that such dwelling place shall be her fixed and permanent home. The Town Council reserves the right to approve or disapprove a residence outside of the town limits but within a reasonable distance thereof. Any such approval of an alternative residence shall be by ordinance as required by Charter § 7-1(b).

14.2 In the event that Manager fails to establish and maintain her permanent domicile and residency as set forth herein, and throughout the term of this Agreement, then Manager shall be immediately terminated with Cause from employment with the Town and this Agreement shall be void. Notwithstanding any provision of this Agreement to the contrary, Manager shall not be entitled to and shall not receive from the Town any benefit of any kind or monetary payment of salary upon termination in accordance with this paragraph 14.2.

15.0 Compliance with Colorado Constitution Article X, Section 20.

It is the intent of the Town and Manager to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado, including in particular subsection 4(b), as approved by the voters on November 3, 1992. Therefore, the parties agree that this Agreement is subject to an annual appropriation by the Town Council and that the failure to make such appropriation, unless such action is the result of a prior termination for Cause pursuant to paragraph 3.1 hereof, will be deemed a termination without Cause. The parties further agree and acknowledge that the Town has established an adequate present cash reserve pledged irrevocably and held for future payments, if required, in an amount sufficient to pay any severance compensation required under paragraph 3.1 of this Agreement.

16.0 General Provisions.

16.1 The text herein shall constitute the entire agreement between the parties. This Agreement may be amended only in writing, executed and approved by both parties.

16.2 The rights and obligations of the Town under this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Town. Manager shall not assign or otherwise convey any of her rights and obligations hereunder without the express written permission of the Town, which permission may be withheld in the Town's sole and absolute discretion.

16.3 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, unenforceable or void, the remainder of this Agreement, or any portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF the Town of Frisco, Colorado has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its Town Clerk, and Manager has signed and executed this Agreement, both in duplicate, the date and year first above written.

TOWN OF FRISCO

Gary Wilkinson, Mayor

ATTEST:

Deborah Wolhmuth, CMC, Town Clerk

Nancy Kerry, Manager



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: RESOLUTION 20-09 CLEAN ENERGY COLLECTIVE, COMMUNITY SOLAR CONTRACT
DATE: FEBRUARY 11, 2020

Summary and Background: As part of the Council's Strategic Plan to reach Net Zero emissions and desire to utilize renewable energy whenever possible, staff was instructed to investigate and find efficient and cost effective methods to help achieve this goal. Staff has determined that one method is participation in a Community Solar Garden program such as the one being presented here.

During the January 28, 2020 Council Worksession, staff was directed to bring a contract with option 2 outlined in the contract. That contract and resolution is now before Council in the consent agenda.

Analysis: Working with Clean Energy Collective (CEC), staff has determined that participating in their proposed solar array project that will be coming on-line in early summer of 2020 will be a beneficial first step in achieving the Net Zero goal. The CEC program requires no down payment or up-front costs and the Town will realize savings on our Xcel Energy bills from the first month after the array is connected to Xcel's grid.

Along with the savings the Town will realize, there is the added benefit of not having to alter existing structures or having the ongoing costs of maintenance and repair or replacement of panels.

We looked at two options for this program and they are briefly described below:

Option 1 – PPA style contract – This option allows for fluctuation in savings the Town would realize based on Xcel's rates each year. This option could provide higher potential savings if over the 20 year period Xcel's rates increase. However, if rates dip, which they have a couple times over the last 5 years, the Town could end up paying more for the credits than we would have for the electricity.

Option 2 – Fixed 5% Credit – This option fixes the credits at 5% over the entire 20 year period regardless of fluctuations in Xcel's rates. While this option can be less lucrative than option 1, there is no downside risk as we are guaranteed to receive 5% credit over the life of the contract.

Financial Impact: There is no up-front or ongoing maintenance costs associated with this and if Council selects option 2 the Town will realize guaranteed savings on its SG class electric bills. Should Council select option 1, there will still be no up-front or maintenance costs but depending on Xcel rate fluctuations it is possible the Town could pay more for the credits that the electricity.

Alignment with Strategic Plan: This Community Solar Project aligns with the Council's top priority of achieving net zero emissions and dedication to renewable energy sources as outlined in the Sustainable Environment section of the Strategic Plan.

Staff Recommendation: Staff recommends that Council approve Resolution 20-09 and enter into a contract with Clean Energy Collective to participate in the Community Solar program.

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

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

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-09**

A RESOLUTION FOR ENTERING INTO A CONTRACT FOR PARTICIPATION IN MOUNTAIN COMMUNITY SOLAR 1, LLC COMMUNITY SOLAR GARDEN PROJECT

WHEREAS, the Town Council has determined that participating in a Community Solar Garden project will further the Councils goal of reaching Net Zero carbon emissions; and

WHEREAS, the Town Council has determined that participating in a Community Solar Garden project is aligned with the Sustainable Environment section of the Strategic Plan; and

WHEREAS, the Town Council has determined that the staff recommendation for the award of the above stated contract for a twenty (20) year term and a return of 5% via monthly electrical billing credits, over the full term of the contract, will provide the best value to the Town.

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

The Mayor and Town Clerk are hereby authorized to execute any and all documents necessary to enter into a contract of participation for a Community Solar Garden project with Mountain Community Solar 1, LLC.

INTRODUCED, READ, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF FRISCO, COLORADO THIS 11TH DAY OF FEBRUARY, 2020.

TOWN OF FRISCO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, Town Clerk

COMMUNITY SOLAR SUBSCRIPTION AGREEMENT

This Community Solar Subscription Agreement (the “**Agreement**”) is entered into as of February 11, 2020 (the “**Effective Date**”) and is by and between Mountain Community Solar 1, LLC, a Colorado limited liability company (“**Company**”), and **Town of Frisco**, a Colorado Home Rule Municipality (“**Customer**”). In this Agreement, Company and Customer are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, Company is in the business of financing, developing, owning, operating and maintaining solar electric generation facilities.

WHEREAS, Customer is a Colorado municipality, county, school district, special district or other political subdivision.

WHEREAS, Company has offered to provide to Customer under this Agreement a means of procuring low-cost electrical energy as utility cost-savings measures under C.R.S. 29-12.5-101 et seq.

WHEREAS, the Board (as defined below) has received the analysis and recommendations concerning such utility cost-savings measure from a person experienced in the design and implementation of utility cost-savings measure.

WHEREAS, Customer is an active electric account holder with the utility listed on Appendix A (the “**Utility**”) serving the Utility Service Location (as defined below), and Customer desires to participate in the Solar Rewards Community Service Program (the “**Program**”), as further defined in Section 1 below.

WHEREAS, Company has constructed or intends to construct a Community Solar Garden (as defined in the Community Solar Garden Regulations (as defined below)) at the facility location set forth in Appendix A (the “**Facility**”). Company will interconnect the Facility with the Utility pursuant to the terms of the Tariff (as defined below), generator interconnection agreement, any other applicable tariff, or other agreements required to be executed with the Utility (collectively, the “**ICA**”) pursuant to which Company or its Affiliate will deliver power generated at the Facility to the Utility. The Utility will provide Bill Credits (as defined below) to Customer as set forth in the Program and as directed by Company or its Affiliate.

WHEREAS, Customer wishes to subscribe to a portion of the electric generating capacity of the Facility (such portion, the “**Solar Interest**”) during the Term (as defined below) in order to receive Bill Credits from the Utility, subject to the terms and conditions, and at the prices, set forth in this Agreement.

WHEREAS, the Board has found pursuant to C.R.S. 29-12.5-103 that the amount of money the Customer would spend on such utility cost-savings measure is not likely to exceed the amount of money the Customer would save in energy costs over the term of this Agreement.

WHEREAS, the Board has found that the obligations entered into by the Customer under this Agreement shall not cause the total outstanding indebtedness incurred by the Customer under C.R.S. 29-12.5-103 to exceed the applicable limit set forth in C.R.S. 29-12.5-103(2)(b).

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions herein contained, and the appendices attached hereto, Company and Customer agree as follows:

1 DEFINITIONS

When used in this Agreement, the following terms shall have the meanings given below, unless a different meaning is expressed or clearly indicated by the context. Words defined in this Article 1 which are capitalized shall be given their common and ordinary meanings when they appear without capitalization in the text. Words not defined in this Article 1 or elsewhere in this Agreement shall be given their common and ordinary meanings.

“Affiliate” means any person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or partnered with, or is under common control with the person or entity specified.

“Applicable Legal Requirements” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen, and all licenses, permits, and other governmental consents, which may at any time be applicable to a Party’s rights and obligations hereunder, including, without limitation, the construction, operation, and ownership of the Facility, as well as the Bill Credits distributed pursuant to the Program.

“Bill Credits” means the Solar Rewards Community Service Credit (as defined under the Community Solar Garden Regulations) that is the monthly amount paid by the Utility to the Customer as a credit on the Customer’s retail electric service bill to compensate the Customer for its beneficial share of photovoltaic energy produced by the Facility and delivered to the Utility as calculated pursuant to Section 3.3 which are based upon the Customer’s Solar Output pursuant to the terms of this Agreement. The value of the Bill Credit will appear as a line-item credit, and offset charges, on Customer’s Utility bill.

“Bill Credit Payment” means the monthly amount due from Customer to Company under this Agreement as calculated pursuant to Section 5.1.

“Bill Credit Rate” means the applicable rate for the Customer’s class and subclass as determined under the rate schedule in the Tariff in effect at the time of energy generation (in \$/kWh) as may be periodically revised by the Utility based upon variations in the Utility’s retail rate from time to time.

“Board” means the governing body of the above referenced Customer.

“Commercial Operations Date” means the date on which the Facility (i) generates electric energy on a commercial basis, and (ii) is interconnected to the local electrical

distribution system and has been authorized by the Utility. Such date shall be specified by Company either in Appendix A, or by a separate notice provided to Customer pursuant to Section 2.2.

“Commission” means the Colorado Public Utilities Commission.

“Community Solar Garden Regulations” means the Colorado statute C.R.S § 40-2-127; Commission rules governing Community Solar Gardens (Commission Rule 3650-3668); Utility rules and regulations on file with the Commission, as each may be amended from time to time.

“Customer’s Capacity” means the amount of capacity Customer has subscribed to under this Agreement expressed in terms of kW as set forth in Appendix A and shall be updated after the Commercial Operations Date. Customer’s Capacity shall include the Initial Capacity plus any increases or decreases made by Company (Current Capacity), if any, pursuant to Section 3.1.

“Customer’s Solar Output” means the portion of the Facility’s production allocable to Customer as determined in accordance with Section 3.2.

“Customer’s Portion” means the Customer’s Capacity expressed as a percentage of the total nameplate capacity of the Facility. The Customer’s Portion in this Agreement is set forth in Section 3.1.

“Eligibility Period” means the period commencing on the Eligibility Date (as defined below) through the termination of this Agreement.

“Environmental Attributes” means any credit, benefit, reduction, offset, financial incentive, and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Facility, its production capacity and/or electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy credits, renewable generation attributes, or renewable energy certificates (each referred to as **“RECs”**) or any similar certificates or credits under the laws of any jurisdiction, including, without limitation, solar RECs, and (v) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Facility, its production capacity and/or electricity generation. For the avoidance of doubt, the term Environmental Attributes does not include Bill Credits as defined pursuant to this Agreement.

“Estimated Initial Annual Customer’s Solar Output” means the Customer’s Solar Output estimated to occur during the twelve (12) month period following the Commercial Operations Date.

“Facility Meter” means Company’s electric meter located at the Facility and used to

measure the solar electricity generated at the Facility for purposes of determining the Bill Credit Payment, if the Utility Meter is unavailable.

“Facility Solar Output” means the amount of solar electricity generated during the Production Month at the Facility and delivered to the Utility Meter.

“Fixed Bill Credit Rate” means the applicable retail rate for the Customer’s class and subclass as determined under the rate schedule in the Tariff in effect at the time of energy generation (in \$/kWh) as may be periodically revised by the Utility based upon variations in the Utility’s retail rate from time to time.

“Force Majeure Event” means any event or circumstance not within the reasonable control of Company which precludes Company from carrying out, in whole or in part, its obligations under this Agreement, including, without limitation, Acts of God, hurricanes or tornados, fires, epidemics, landslides, earthquakes, floods, other natural catastrophes, strikes, lock outs or other industrial disturbances. Notwithstanding the contrary, economic hardship or unavailability of funds shall not constitute a Force Majeure Event.

“Governmental Authority” means (i) any federal, state or local government, any political subdivision thereof or any other governmental, judicial, regulatory, public or statutory instrumentality, authority, body, agency, department, bureau, or entity, (ii) any independent system operator or regional transmission owner or operator, and (iii) any transmission or distribution entity providing net metering, distribution or transmission services to the Facility, including the Utility.

“kW” means kilowatt DC.

“kWh” means kilowatt hour AC.

“Lender” means the entity or person(s) directly or indirectly providing financing to Company in connection with the Facility.

“Membership Information List” means the form Company files with the Utility to inform the Utility of what percentage of the Facility Solar Output each customer is entitled to in the form of Bill Credits. Company shall update the Membership Information List from time to time as allowed under the Community Solar Garden Regulations and Tariff.

“Production Month” means a monthly period during which solar electricity is generated at the Facility and delivered to the Utility Meter.

“Program” means the Solar Rewards Community Service Program offered by the Utility pursuant to the Tariff, the Community Solar Garden Regulations, and requirements of the ICA which may at any time be applicable to a Party’s rights and obligations hereunder, each as may be amended from time to time.

“Replacement Customer” means a customer of the Utility that is eligible to participate in the Program and is acceptable to Company in Company’s sole discretion that takes over Customer’s Capacity

“**Tariff**” means the Utility’s Colorado PUC No. 8 Tariff, Schedule of Solar Rewards Community Service that is approved by the Commission and any other appropriate jurisdictional regulatory bodies, as may be amended from time to time.

“**Tax Incentives**” means any tax credits, incentives or depreciation allowances established under any federal or state law, including, without limitation, investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Facility or the output generated by the Facility (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated, bonus or other depreciation).

“**Utility Meter**” means the Utility account meter located at the Facility and used by the Utility to measure the energy delivered by the Facility to the Utility.

“**Utility Service Location**” means the location at which Customer receives electrical service from the Utility. The Utility Service Location is specified in Appendix A hereto, and is subject to change in accordance with the terms and conditions of Section 7.

2 TERM

- 2.1 Term. The term of this Agreement (the “**Term**”) shall commence on the Effective Date and terminate twenty (20) years from the Facility’s Commercial Operations Date unless earlier terminated in accordance with this Agreement, in which case the Term shall expire on the effective date of such termination.
- 2.2 Initial Accrual of Bill Credits. Customer shall begin to accrue Bill Credits in accordance with the terms of this Agreement on the date by which all of the following shall have occurred (the “**Eligibility Date**”): (i) the Commercial Operations Date, (ii) the Facility has qualified as a Community Solar Garden, (iii) Customer has been added to the Membership Information List, and (iii) the Utility has accepted the Membership Information List with such Customer information included. If the Commercial Operations Date is not known by the Effective Date, Company will provide Customer with notice of the Commercial Operations Date once known. Appendix A will be updated after the Commercial Operations Date with the Commercial Operations Date, the Facility location, the Facility’s total nameplate capacity, the Customer’s Capacity, the Customer’s Portion, and the Estimated Initial Annual Customer’s Solar Output. Such updated Appendix A shall be added to this Agreement without the need for additional consent or signature of the Parties.

3 CUSTOMER’S SUBSCRIPTION

- 3.1 Capacity. Commencing on the Eligibility Date and continuing throughout the Eligibility Period, Customer shall subscribe to 20 % of the nameplate capacity of the Facility (the “**Customer’s Portion**”). The initial Customer’s Portion expressed in terms of kW capacity is referred to as the “**Initial Capacity**.” The Company shall update Appendix A with the exact Initial Capacity in kW within thirty (30) days of the Commercial Operations Date of the Facility. Company may increase or decrease the

Customer's Capacity at any time by providing written notice and an updated Appendix A to Customer, if such increase does not violate the Program Limitation in Section 4.1 (the "***Current Capacity***"). Company may not decrease Customer's Capacity below the Initial Capacity unless otherwise pursuant the terms to this Agreement.

- 3.2 Determination of Solar Output. Customer acknowledges the measurement of Facility Solar Output shall be based upon readings at the Utility Meter. If readings from the Utility Meter are unavailable, the Company shall base the measurement of the Facility Solar Output from the Facility Meter. Each month during the Eligibility Period of this Agreement, for as long as the Customer is in compliance with the requirements of this Agreement, the Program and the Utility, the Utility will record the amount of solar electricity generated that month at the Facility and delivered to the Utility Meter (the "***Facility Solar Output***"). The Utility will then multiply the Facility Solar Output by Customer's Portion to arrive at the "Customer Solar Output" for that month in kWhs. The amount of solar electricity generated is measured in kilowatt hours AC or "kWh", and the month over which such solar electricity is measured is referred to herein as the "***Production Month***."
- 3.3 Calculation of Bill Credits. Bill Credits are calculated pursuant to the Program by the Utility and are based upon readings at the Utility Meter. Bill Credits are applied solely by the Utility based upon the terms and conditions of the Program. Company will provide the Utility with Customer's information so that the Utility can post the appropriate allocation of Bill Credits to Customer's Utility bill, pursuant to the allocations shown in the Membership Information List. Bill Credits to be applied on the Customer's Utility account are calculated as the Bill Credit Rate multiplied by the Customer's Solar Output based upon readings at the Utility Meter for the Production Month. Customer acknowledges and agrees that Company's sole obligation regarding payment of Bill Credits to Customer is to request and use commercially reasonable efforts to require Utility to deliver Bill Credits. The duration, terms and conditions of the Program, including the Bill Credit Rate used to determine Bill Credits, are subject to the sole and exclusive control of the Utility, and Company has not made any representations or warranties with respect to the expected duration of the Program or the amounts to be provided by the Utility as Bill Credits. Customer understands that (i) the Bill Credits received by Customer for a particular Production Month will be reflected on Customer's statement from the Utility as a monetary credit amount and not as an electricity quantity; and (ii) such Bill Credits will be reflected on Customer's monthly invoice according to the Utility's billing cycle, which may be approximately two (2) months after the Production Month in which the Bill Credits are generated by the Facility.
- 3.4 Title; Environmental Attributes and Tax Incentives Excluded. Customer shall not be entitled to any ownership interest in, and as between Customer and Company, Company shall have title to, the Facility and all solar panels. Customer acknowledges and agrees that Customer's Solar Interest does not include any Environmental Attributes or Tax Incentives associated with the Facility, and Customer shall not claim the Environmental Attributes or Tax Incentives associated with the Facility.

- 3.5 Taxes. Customer shall be responsible for any applicable sales, use, import, excise, value added, or other taxes or levies (other than Company's income taxes) associated with this Agreement.

4 ACKNOWLEDGMENTS REGARDING THE PROGRAM

- 4.1 Program Limitation. The Program imposes certain requirements on participation in the Program, which include the following: (i) Customer's Solar Output measured over twelve (12) months shall not exceed one-hundred twenty percent (120%) of Customer's electric energy consumption during the most recent twelve (12) month billing period, and (ii) Customer's Utility Service Location must be within the same service territory as the Utility (collectively, the "**Program Limitation**"). The Estimated Initial Annual Solar Output from the Customer's Capacity as set forth in Appendix A shall not exceed the Program Limitation. Customer's participation (or the participation of others at the same Utility Service Location) in other Utility programs relating to renewable energy payments, credits or rebates may further limit the Bill Credits or capacity which Customer can receive or which may be attributed to Customer in connection with this Agreement and the Program. The Utility is not obligated to provide Bill Credits to the extent Customer's Solar Output exceeds the Program Limitation. Company reserves the right to decrease the Customer's Capacity in order to maintain Customer's compliance with the Program Limitation. The Program Limitation set forth in this Section 4.1 is derived from the Program, and this Agreement will be deemed automatically amended to incorporate any changes to corresponding provisions in the Program.
- 4.2 Program Requirements. To participate in the Program, Customer must, in addition to other applicable requirements, (i) be and remain a current customer of record of the Utility for electric service throughout the Term, and (ii) be and remain in compliance with all requirements of this Agreement, the Program and the Utility throughout the Term.
- 4.3 Customer's Subscription Contingent on Allocation of Bill Credits by the Utility. Customer's subscription is contingent upon and subject to the Utility's acceptance and allocation of Bill Credits to Customer's Utility account. During the Term, (i) if for any reason the Utility refuses to allocate a portion or all of the Bill Credits to Customer's Utility account on a temporary basis, this Agreement shall remain in full force and effect, but Company shall promptly refund to Customer any amount paid to Company by Customer for such Bill Credits which the Utility refused to credit to Customer's Utility account, and (ii) if for any reason the Utility refuses to allocate the Bill Credits to Customer's Utility account on a permanent basis, either Party may terminate this Agreement by written notice to the other Party. Notwithstanding anything to the contrary, this Section 4.3 does not apply to the extent that the reason that the Utility refuses to allocate Bill Credits to Customer is a result of Customer failing to pay Customer's Utility bill.

- 4.4 Additional Requirements. From time to time during the Term, Company may request and Customer shall within ten (10) days of such request provide financial information reasonably requested by Company and/or its Lender in order to perform a financial analysis of Customer. If such information is not provided within such time, or if Company determines in Company's sole discretion that such information is unsatisfactory, Company may terminate this Agreement upon written notice to Customer.

5 PAYMENT

- 5.1 Bill Credit Payment. The Bill Credit Payment for each month shall equal ninety-five percent (95%) of the Bill Credits attributable to Customer's Solar Output for the prior Production Month.
- 5.2 Invoice for Bill Credit Payment. After the Eligibility Date, Company will provide Customer with electronic notice of the Bill Credit Payment due from Customer on or about the 60th day after the end of the Production Month upon which such Bill Credit Payment is based (the "**Invoice**"). The Invoice shall be based on readings at the Utility Meter if available. In the event the Utility does not provide Utility Meter readings at all or on a timely basis, the Invoice shall be based on readings at the Facility Meter. Customer shall pay all invoiced amounts owed to Company by automatic electronic funds transfer via the Automated Clearing House ("**ACH**") wire transfer, from the Designated Payment Account (as defined in Appendix B) identified by Customer in Appendix B, or by any other approved electronic payment method. Customer shall execute the "Payment Authorization Form" attached as Appendix B and incorporated herein.
- 5.3 Records and Audits. Each Party shall keep, for a period of not less than three (3) years after the date of each Invoice, records sufficient to permit verification of the accuracy of billing statements, charges, computations and payments reflected on such Invoice. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to such Invoice during the other Party's normal business hours. Company shall, at Customer's request (such request to not occur more than once annually), provide documentation of the amount of electricity generated by the Facility during the Production Months covered by Customer's request and/or the calculation of the applicable Bill Credit Payment; provided that in connection with any such request Customer shall provide Company with Customer's Utility bills for the Production Months covered by Customer's request.
- 5.4 Dispute. Customer shall only be entitled to dispute an amount owed or paid by Customer within twelve (12) calendar months from the date of issuance of such Invoice. Upon resolution of the dispute, any required payment shall be made within seven (7) business days of such resolution. Any overpayments shall be returned by

Company upon request or deducted from subsequent payments. If the Parties are unable to resolve a payment dispute under this Section 5.4, the Parties shall follow the procedure set forth in Section 14.6.

6 INTERACTION WITH THE UTILITY

- 6.1 Appointment of Company as Customer's Agent. Customer information includes, without limitation, Customer's name, address, Customer's Utility Service Location, the Utility account numbers and meter numbers associated with the Utility Service Location, the Customer's Solar Output, and other Customer information listed on Appendix A (collectively, the "***Customer Information***"). Company agrees to be, and Customer hereby appoints Company, as Customer's representative for submitting Customer Information to the Utility, with full power and authority to supply to the Utility such information as may be required by the Utility under the Program. In addition, Customer hereby authorizes the Utility to release to Company the consumption and other account information of Customer listed in Appendix A to help Company to carry out the terms of this Agreement and the Program, and shall execute any documents that either Company or the Utility may request to permit the release of such information.
- 6.2 Provision of Information to Utility and Disclosure Forms. Within ten (10) days of any request made from time to time, Customer shall provide to Company and/or the Utility all applications, documentation, and information required by Company or the Utility, as applicable, and otherwise to qualify Customer to participate in the Program. Customer shall sign any disclosure form provided by Company within ten (10) days. Company may terminate this Agreement if Customer fails to provide such signed disclosure form back to Company within such ten (10) days.

7 CHANGE OF CUSTOMER LOCATION; CAPACITY CHANGES

7.1 Change in Location.

- 7.1.1 Advance Notice. Customer shall provide Company with six (6) months advance notice of any change which may cause Customer to not be the Utility's customer at the Utility Service Location for any of the accounts listed on Appendix A.
- 7.1.2 New Eligible Location Within Utility Service Territory. If Customer shall cease to be Utility's customer at the Utility Service Location and within thirty (30) days thereof moves to a new location within the service territory of the Utility, Customer shall take all steps and provide all information required by the Utility under the Program to substitute Customer's new service location as the Utility Service Location under this Agreement, and this Agreement shall continue in effect. If such requirements are not met within such time or if the Utility Service Location or any new service location exceeds the Program Limitation or otherwise does not comply with the Utility's requirements, Customer's ability to participate in the Program may cease or be limited in accordance with Program requirements. Company may update Customer's

Utility Service Location in Appendix A with the new address without the need for additional consent or signature of the Parties.

7.1.3 Other Termination of Utility Service. If Customer ceases to be a Utility customer for electric service at the Utility Service Location and Customer's new location is not eligible under the Program or capacity cannot be allocated to another account if applicable, Company may terminate this Agreement in accordance with Section 10.3.

7.2 Decrease in Capacity. At any time during the Term, Company may decrease Customer's Capacity to keep Customer in compliance with the Program Limitation. Customer will be charged a downsize fee in the amount of \$50.00 per kW of decrease in Customer's Capacity (the "***Downsize Fee***") to be paid to Company within thirty (30) days after Company's determination that Customer's Capacity must be decreased to keep Customer in compliance with the Program Limitation; provided that no Downsize Fee shall be assessed at the time of decreasing Customer's Capacity under any of the following circumstances: (a) downsizing of Customer's Capacity is based on inaccurate estimates for a new customer without historical usage, within the first six (6) months of the Term, (b), or (c) Customer has found a Replacement Customer for the decreased capacity. Within thirty (30) days of Company's determination that Customer's Capacity must be decreased to keep Customer in compliance with the Program Limitation, and (y) Company's receipt of payment of the Downsize Fee, if applicable, Company will take the necessary steps to reduce Customer's Capacity and provide Customer with electronic notice of the new Customer's Capacity and projected date for its commencement, which will take effect at the beginning of Customer's next billing period following Company's notice to Customer of the new Customer's Capacity and projected date for its commencement. The Parties agree and acknowledge that Company will have suffered damages on account of the decreasing capacity and that, in view of the difficulty in ascertaining the amount of such damages, the Downsize Fee constitutes reasonable compensation and liquidated damages to compensate Company on account thereof.

7.3 Transfer to a Replacement Customer. Customer may be permitted to transfer all or some of Customer's Capacity to a Replacement Customer as long as (i) such transfer is made in compliance with all terms and conditions of this Agreement and the Program; and (ii) Customer obtains Company's prior written consent, which consent may be withheld in Company's sole discretion. Without limiting the generality of the foregoing, Customer must have no outstanding obligations in connection with Customer's Utility account or payments dues under this Agreement, and the transferee of the Capacity must qualify for participation in the Program and comply with the Utility's requirements (including but not limited to the Program Limitation). As a condition of any such transfer, Customer and the proposed transferee shall provide the Company with all requested documentation and information related to the transfer, and confirmation of qualification by the Utility to participate in the Program. Upon receipt of such documents and information, the Company will prepare an agreement similar to this Agreement for execution by the

Replacement Customer, except that the Term shall be only the remaining Term under this Agreement. Such transfer to an approved Replacement Customer may be subject to a reasonable fee. Upon execution of such new agreement, this Agreement will terminate if all Capacity is transferred. Customer acknowledges and agree that the Company has no obligation to assist Customer in identifying or qualifying any potential Replacement Customer to whom Customer may transfer Customer's Capacity.

8 REPRESENTATIONS AND WARRANTIES; ACKNOWLEDGEMENTS; COVENANTS

8.1 Representations and Warranties. As of the Effective Date, each Party represents and warrants to the other Party as follows:

8.1.1 The Party is duly organized, validly existing, and in good standing under the laws of the state of its formation.

8.1.2 The Party has full legal capacity to enter into and perform this Agreement and that the information provided is true to the best of its knowledge and belief.

8.1.3 The execution of this Agreement has been duly authorized, and each person executing this Agreement on behalf of the Party has full authority to do so and to fully bind the Party.

8.1.4 The execution and delivery of this Agreement and the performance of the obligations hereunder will not violate any Applicable Legal Requirement, any order of any court or other agency of government, or any provision of any agreement or other instrument to which the Party is bound.

8.1.5 There is no litigation, arbitration, administrative proceeding, or bankruptcy proceeding pending or being contemplated by the Party, or to the Party's knowledge, threatened against the Party, that would materially and adversely affect the validity or enforceability of this Agreement or the Party's ability to carry out the Party's obligations hereunder.

9 OPERATIONS AND MAINTENANCE

9.1 Operations and Maintenance Services. Beginning on the Commercial Operations Date through the end of the Term, Company will operate the Facility, and provide customary maintenance services designed to keep the Facility in good working condition. Company will use qualified personnel to perform such services in accordance with industry standards and will pay such personnel reasonable compensation for performing such services.

10 TERMINATION

10.1 Termination of Program. In the event the Utility ceases to offer the Program or a comparable substitute, or in the event that there is a change in the Program such that

Customer is no longer eligible to participate in the Program, then either Party may terminate this Agreement after the Utility ceases to provide Customer the Bill Credits.

- 10.2 Termination Based on Lease. If the lease where the Facility is located is terminated for any reason and not subsequently reinstated, this Agreement will terminate at such time without liability to either Party.

10.3 Event of Default; Termination for Default.

10.3.1 Customer Default. Each of the following events will constitute a default on the part of Customer (a “***Customer Default***”):

- a) Customer fails to make any payment to Company when due pursuant to the terms of this Agreement and such failure continues for a period of ten (10) days after receipt of written notice thereof from Company.
- b) Customer breaches any warranty or representation of Customer set forth in this Agreement or fails to perform any material obligation or covenant of this Agreement, and such breach or failure is not cured by Customer within thirty (30) days after Customer receives written notice of such breach or failure from Company.
- c) Customer no longer has any accounts with the Utility within an eligible service territory.
- d) Customer institutes or consents to any proceeding in bankruptcy pertaining to Customer or its property, or Customer fails to obtain the dismissal of any such proceeding within thirty days of filing; a receiver, trustee or similar official is appointed for Customer or substantially all of Customer’s property or assets, or such property or assets become subject to attachment, execution or other judicial seizure; or Customer is adjudicated to be insolvent.
- e) Customer attempts to claim any Environmental Attributes (including any RECs) or Tax Incentives in connection with the Facility or Customer’s Solar Interest.

10.3.2 Company Default. Each of the following events will constitute a default on the part of Company (a “***Company Default***”) provided there is no concurrent Customer Default:

- a) Company breaches any warranty or representation of Company to Customer set forth in this Agreement, or fails to perform any material obligation of this Agreement, and such breach or failure is not cured by Company within thirty (30) days after Company receives written notice of such breach or failure from Customer, or, if such breach or failure is not capable of cure within such thirty (30) day period, then Company (i) fails to begin such cure within ten (10) days of such written notice or

(ii) fails to complete the cure of such breach or failure with sixty (60) days of such written notice using diligent efforts.

- 10.3.3 Remedies. If a Customer Default occurs and is continuing after the expiration of the cure period applicable thereto, Company may terminate this Agreement for breach by written notice to Customer, and Customer shall be responsible for paying for all Bill Credits that the Utility continues to allocate to Customer until Company can find a replacement customer, in Company's sole discretion. If a Company Default occurs and is continuing after the expiration of the cure period applicable thereto, Customer may terminate this Agreement by written notice to Company. Subject to the limitations set forth in this Agreement, each Party reserves and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Party hereto under this Agreement. Each Party has a duty to mitigate damages that it may incur as a result of a Party's non-performance under this Agreement.
- 10.4 Force Majeure. If a Force Majeure event occurs, Company shall not be deemed to be in default during the Force Majeure event, provided that: (i) Company gives the Customer written notice within two (2) weeks describing the occurrence and the anticipated period of delay; (ii) no obligations of Company which were to be performed prior to the Force Majeure Event shall be excused; and (iii) Company shall use commercially reasonable efforts to remedy the Force Majeure Event. If any Force Majeure Event lasts longer than ninety (90) days, and Company determines in good faith that such Force Majeure Event substantially prevents, hinders or delays Company's performance of any of its obligations, then either Party may upon written notice terminate the Agreement without further liability, except that neither Party shall be relieved from any payment obligations arising under this Agreement prior to the Force Majeure Event.
- 10.5 Early Termination. Prior to the Commercial Operations Date, either Party may terminate this Agreement without penalty or any liability if Company has not achieved the Commercial Operations Date within eighteen (18) months after the Effective Date or the Facility fails to qualify as a Community Solar Garden in accordance with the Program and Customer has not been transferred to a different Facility in accordance with Section 12.2, provided that such eighteen-month period shall be extended on a day-for-day basis for any delay in achieving the Commercial Operations Date due to a Force Majeure Event or action or inaction on the part of Customer.
- 10.6 Effect of Termination. Upon termination of this Agreement for any reason, (i) Company shall remove Customer from the Membership Information List upon the next update to the Utility, and (ii) Company shall have no further obligation to request Utility to deliver and Customer shall have no further obligation to subscribe to any Bill Credits from the Utility; provided, however, that Customer shall pay Company for any Bill Credit Payments with respect to any Bill Credits that have or may continue to be allocated to Customer by the Utility until the Membership List can be changed with a replacement customer. In connection with the foregoing sentence, Customer and

Company agree to execute any documents as may be reasonably required by the Utility.

11 LIMITATIONS OF LIABILITY

- 11.1 Limitation of Liability. LIABILITY OF EACH PARTY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, IN CONNECTION WITH THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.
- 11.2 COMPANY DOES NOT REPRESENT OR WARRANT ANY MINIMUM PRODUCTION, SOLAR OUTPUT, OR BILL CREDIT AMOUNT. COMPANY DOES NOT SELL, TRANSMIT OR DISTRIBUTE SOLAR ELECTRICITY TO CUSTOMER UNDER THIS AGREEMENT. COMPANY DOES NOT PROVIDE CUSTOMER WITH OWNERSHIP OF, OR ANY INTEREST IN, ANY UTILITY INCENTIVES, TAX INCENTIVES, TAX ATTRIBUTES, ENVIRONMENTAL ATTRIBUTES, ENVIRONMENTAL INCENTIVES, OR RECS UNDER THIS AGREEMENT, ALL OF WHICH WILL BE OWNED BY COMPANY OR THE UTILITY AND USED BY COMPANY AS COMPANY MAY DETERMINE FROM TIME TO TIME. CUSTOMER UNDERSTANDS THAT COMPANY HAS NOT GUARANTEED OR MADE ANY REPRESENTATIONS OR WARRANTIES THAT THE OPERATION OF THE FACILITY WILL BE UNINTERRUPTED OR ERROR FREE. COMPANY DOES NOT REPRESENT OR WARRANT THAT ANY CHANGE TO STATE OR FEDERAL LAW OR CHANGES TO THE TARIFF OR THE PROGRAM WILL NOT ADVERSELY AFFECT CUSTOMER OR WILL NOT CAUSE CUSTOMER TO BE INELIGIBLE FOR THE PROGRAM.

12 ASSIGNMENT

- 12.1 Prior Written Consent. Customer may not assign this Agreement nor assign or transfer the Bill Credits without the prior written consent of Company, which consent may not be unreasonably conditioned, withheld or delayed. Company may assign this Agreement, or any of Company's rights, duties, or obligations under this Agreement, to another entity or individual, including any affiliate, whether by contract, change of control, operation of law, collateral assignment or otherwise, without Customer's prior written consent.
- 12.2 Transfer to an Affiliate Facility. Company, in Company's sole discretion, may from time to time transfer Customer to another Facility owned or managed by Company or its Affiliates, provided that Customer receives similar rights and benefits as hereunder.

Company shall provide Customer with written notice of such transfer and shall provide an updated Appendix A with the new Facility information. Such updated Appendix A shall be deemed to be added to this Agreement and such transfer may be made without the need for additional consent or signature of the Parties.

13 AMENDMENT FOR FINANCING

13.1 Obligation to Modify this Agreement for Financing. If a Lender requires this Agreement to be modified, or if Company determines that this Agreement needs to be modified in order to finance, develop or operate the Facility, the Parties shall enter into negotiations to amend this Agreement to materially conform to such requirements and to the original intent of this Agreement in a timely manner. If the Parties, negotiating in good faith, cannot agree on such amendments within thirty (30) days of notice of the required Lender modifications, or if Company determines in good faith that this Agreement cannot be amended to allow the Facility to be financed, developed or operated in a commercially reasonable manner, then Company shall have the option, but not the obligation, to terminate this Agreement upon thirty (30) days prior written notice to Customer without further liability on the part of either Party, provided that Customer and Company shall not be released from any payment or other obligations arising under this Agreement prior to such termination.

14 MISCELLANEOUS

14.1 Notices. All notices and other formal communications which a Party may give to the other under or in connection with this Agreement shall be in writing (except where expressly provided for otherwise), shall be effective upon receipt, and shall be sent by any of the following methods: electronic notification; hand delivery; reputable overnight courier; or certified mail, return receipt requested, and shall be sent to the following addresses:

If to Company: Mountain Community Solar 1, LLC
c/o Clean Energy Collective, LLC
363 Centennial Parkway, Suite 300
Louisville, CO 80027
Attn: Tom Sweeney

with a copy by email to Tom.Sweeney@easycleanenergy.com

If to Customer: Town of Frisco
PO Box 4100, 1 Main Street
Frisco, CO 80443
Attn: Town Manager

Either Party may change its address and contact person for the purposes of this Section 14.1 by giving notice thereof in the manner required herein.

- 14.2 Applicability of Open Records Act. The Parties acknowledge and agree that Customer is required to comply with the Colorado Open Records Act (the “Act”), and that this Agreement is subject to disclosure under the Act . The Customer agrees to advise Company of any request for this Agreement under the Open Records Act.
- 14.3 Governmental Immunity. Customer and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to Customer and its officers, attorneys or employees, as applicable hereto.
- 14.4 Severability. Should any terms of this Agreement be declared void or unenforceable by a court of competent jurisdiction, such terms will be amended to achieve as nearly as possible the same economic effect for the parties as the original terms and the remainder of this Agreement will remain in full force and effect.
- 14.5 Service Contract. This Agreement is a service contract under Internal Revenue Code Section 7701(e), and its various subparts.
- 14.6 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Colorado without regard to principles of conflicts of law.
- 14.7 Dispute Resolution. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section 14.6 shall be the exclusive mechanism to resolve disputes arising under this Agreement.
- 14.7.1 Any dispute that arises under or with respect to this Agreement that cannot be resolved shall in the first instance be the subject of formal negotiations between respective executive officers of each Party. The dispute shall be considered to have arisen when one Party sends the other Party a written notice of dispute. The period for formal negotiations shall be fourteen (14) days from receipt of the written notice of dispute unless such time period is modified by written agreement of the Parties.
- 14.7.2 In the event that the Parties cannot timely resolve a dispute by negotiation, the sole venue for judicial enforcement shall be the district Courts of Colorado. Each Party hereby consents to the jurisdiction of such courts, and to service of process in the State of Colorado in respect of actions, suits or proceedings arising out of or in connection with this Agreement or the transactions contemplated by this Agreement.
- 14.7.3 Notwithstanding the foregoing, injunctive relief from any court may be sought without resorting to negotiation to prevent irreparable harm that would be caused by a breach of this Agreement.

- 14.7.4 EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).
- 14.8 Entire Agreement. This Agreement, together with its appendices, exhibits contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.
- 14.9 Press Releases. Customer authorizes Company and Company's Affiliates to use Customer's name and the nameplate capacity allocated to Customer hereunder for reporting purposes, such as official reporting to Governmental Authorities, the Utility, public utility commissions and similar organizations, and in marketing materials that Company or Company's Affiliates generate or distribute. Following written notice from Customer to opt out of Company's marketing program, Company shall no longer identify Customer by name in Company's marketing materials.
- 14.10 Compliance with Laws. Each Party shall comply with all Applicable Legal Requirements pertaining to it.
- 14.11 Customer Covenants.
- 14.11.1 Customer Information. The information set forth in Appendix A hereto is accurate, and Customer is a current customer of the Utility named in Appendix A at the Utility Service Location specified therein.
- 14.11.2 No Other Assignment or Authorization. Customer has not transferred, assigned or sold Customer's Capacity, Solar Interest, or Customer's Solar Output to any other person or entity, and will not do so during the Term, except as permitted under this Agreement. Customer has not provided any other person or entity any of the authority granted to Company under this Agreement and will not do so during the Term.
- 14.11.3 No Liens or Encumbrances. Customer has not granted or placed or allowed others to place any liens, security interests, or other encumbrances on the Customer's Capacity, Solar Interest, or Customer's Solar Output and will not do so during the Term.
- 14.11.4 Utility Bill. Customer shall promptly pay Customer's Utility bills by the date due thereof, and Customer understands that any failure to pay Customer's Utility bill on time may cause Customer to no longer be eligible to receive Bill Credits under this Agreement.

- 14.12 No Joint Venture. Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of each Party hereunder are individual and neither collective nor joint in nature.
- 14.13 Amendments; Binding Effect; Waiver. Except as otherwise permitted in this Agreement, this Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by each of the Parties to this Agreement or its respective successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and each of their respective successors and permitted assigns. No waiver of any provision of this Agreement will be binding unless executed in writing by the Party making the waiver. Neither receipt nor acceptance by a Party of any payment due herein, nor payment of same by a Party, shall be deemed to be a waiver of any default under this Agreement, or of any right or defense that a Party may be entitled to exercise hereunder.
- 14.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or PDF transmission will be deemed as effective as delivery of an originally executed counterpart.
- 14.15 Further Assurances. From time to time and at any time at and after the execution of this Agreement, each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other and shall take any other action consistent with the terms of this Agreement that may be reasonably requested by the other for the purpose of effecting or confirming any of the transactions contemplated by this Agreement. No Party shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section 14.14.
- 14.16 Estoppel. Customer agrees, at any time within ten (10) days of Company's written request, to execute, acknowledge and deliver to Company a written statement in form and content acceptable to Company stating whether the Agreement has been modified and is in full force and effect, whether Company is in default of said terms, and whether there exist any charges or set-offs against Company, and setting forth such other matters as Company or any Lender or potential lender may reasonably request.
- 14.17 Survival. The provisions of Sections 3.4, 3.5, 5.4, 5.5, 10, 11, 12, and 14 shall survive the expiration or earlier termination of this Agreement.
- 14.18 Third-Party Beneficiaries. A Lender is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

[Signature page to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CUSTOMER

Town of Frisco

By: _____

Name: _____

Title: _____

COMPANY

Mountain Community Solar 1, LLC

By: Clean Energy Collective, LLC

Its Manager

By: _____

Tom Sweeney, President of Renewable Assets

List of Appendices to Agreement

Appendix A: Customer and Facility Information

Appendix B: Payment Method Authorization

Appendix C: Payment Rate List

Appendix A

Customer and Facility Information

(This Appendix will be completed and an updated copy of this Appendix will be provided after the Commercial Operations Date of the Facility.)

Customer Name(s): Town of Frisco

Customer Billing Address: PO Box 4100, 1 Main Street
Frisco, CO 80443

Email: TBD

Telephone: 970-668-0836

Name of Utility: Xcel Energy

Facility Name: Mountain Community Solar 1, LLC

Facility Company Name: Mountain Community Solar 1, LLC

Facility Location: TBD

Facility Nameplate Capacity (kW): 2,000 kW

Commercial Operations Date: TBD

Customer Utility Service Location	Account Number	Meter Number	Initial Capacity (kW)	Current Capacity (kW)	Customer's Portion (%)	Estimated Initial Annual Customer's Solar Output (kWh)
TBD						

Appendix B

PAYMENT METHOD AUTHORIZATION

Customer shall provide Company with information regarding a checking or savings account which Customer has with a bank or other financial institution, which information shall include the bank's or financial institution's name, the legal name of the account holder, the account number, and the routing number (collectively, the "***Designated Account Information***"), via Company's online customer portal (the "***Account Portal***"), within ten (10) days after Customer's receipt of the Account Portal link and password. The account for which the Designated Account Information is provided, and all successor accounts for which Customer provides Company with Designated Account Information, is referred to in this Agreement as the "***Designated Payment Account***." Customer shall also provide via the Account Portal the information for a valid credit card, to be used only in the event the Designated Payment Account fails or is unable to be used for payment. At all times during the Term, Customer will maintain a Designated Payment Account in good standing with the bank or other financial institution holding such account so as to provide Company with timely and full payment by ACH withdrawal from the Designated Payment Account of each monthly Invoice as such monthly Invoice shall become due. Should a Designated Payment Account be closed or otherwise become unavailable for payment of the monthly Invoice on a timely basis, Customer will provide Company with a replacement Designated Payment Account information within five (5) business days via the Account Portal and provide Company with full payment of any amounts which are then due from Customer to Company. Notwithstanding any other provision of this Agreement, Company shall not, and shall not be obligated to, seek to have the Utility allocate Bill Credits to Customer until Customer has executed the Payment Method Authorization and provided the Designated Account Information.

The Designated Payment Account information to be provided via the Account Portal will be used for the automatic deduction of Customer's payments pursuant to this Agreement from the Designated Payment Account. Customer hereby authorizes Company, or Company's service provider, to debit the Designated Payment Account on behalf of Customer by ACH wire transfer, on a monthly basis, not sooner than thirty (30) days after Customer's receipt of the Invoice (the "***Payment Date***") for payment of regular Invoices issued by Company, and other amounts due, pursuant to the terms of this Agreement (collectively, the "***Payment***"). Customer further authorizes and consents to the use of electronic documents and authorizations in connection with ACH transactions pursuant to this Agreement.

Customer understands and agrees that if sufficient funds are not available from the Designated Payment Account or the Payment fails for any reason on the Payment Date, Company will charge Customer's credit card on file. Customer shall (i) reimburse Company for all penalties and fees incurred as a result of Customer's bank rejecting an ACH withdrawal as a result of unavailable funds or the Designated Payment Account not being properly configured for ACH transactions, (ii) pay an additional ten dollars (\$10.00) as a late fee for each failed ACH transaction due to insufficient funds, and (iii) pay an alternate payment method fee of ten dollar (\$10.00) for use of any payment method other than the Designated Payment Account (collectively, "***NSF Charges***"). Payment for NSF Charges will be initiated as a separate transaction from the Payment. Customer understands and agrees that no Payment will be considered "paid" until Company receives the funds in full, and that Company shall incur no

liability as a result of withdrawal being dishonored by the account holder's bank, or for any charges made to Customer by Customer's bank in connection with any ACH transaction.

Recurring Bill Credit Payments shall be drafted monthly, and Company shall provide Customer with notice of the Invoice ten (10) days prior to the Payment Date. Depending upon the timing of Payments made by Customer, Company may need to draft more than one month's Bill Credit Payment (including past due amounts) in order to bring the Payments due to a current status.

Customer understands and agrees that the authorizations provided hereby will remain in effect until Company receives a notification of termination in writing from Customer. Customer shall notify Company in writing of any changes in Customer's Designated Payment Account information or of termination of the authorizations at least fifteen (15) days prior to the beginning of the next month. Notice to Company hereunder shall be delivered to the following address:

Clean Energy Collective, LLC
363 Centennial Pkwy. Ste. 300
Louisville, CO 80027
Attn: Accounting

If the above noted Payment Dates fall on a weekend or holiday, Customer understands that the Payments may be executed on the next business day. For ACH debits of Customer's Designated Payment Account, Customer understands that because these are electronic transactions, these funds may be withdrawn from the account as soon as the above noted Payment Dates.

Customer acknowledges that the origination of ACH transactions to the Designated Payment Account must comply with provisions of U.S. law, and that Customer will not dispute these scheduled transactions with Customer's bank, so long as the transactions correspond to the terms indicated in this Appendix B.

Customer certifies that the Designated Payment Account is enabled for ACH transactions. Customer certifies that the Designated Payment Account may be charged or drawn by Customer or in the legal business name of Customer. Customer certifies that the individual designated below has been authorized by Customer to provide the Customer's Designated Account Information electronically via the Account Portal, and to enter into and authorize ACH transactions for and on behalf of Customer:

Name: _____

Title: _____

Email: _____

Company will provide Customer with a link and password to the Account Portal within ten (10) days after the Effective Date hereof by delivery of the link to the email address listed above.

The individual completing this Payment Method Authorization certifies the information contained herein is complete, true and correct, to the best of his or her knowledge, and that he or she has the authority to bind Customer and is authorized by Customer to enter into the terms and conditions set forth in this Payment Method Authorization for, and on behalf of, Customer.

CUSTOMER:

Town of Frisco

By: _____

Name: _____

Title: _____



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: JEFF GOBLE, PUBLIC WORKS DIRECTOR
RE: ORDINANCE 20-02, DIG ONCE
DATE: FEBRUARY 11, 2020

Summary and Background: This subject was first brought up a couple of years ago during the Project THOR discussions. Since then Breckenridge, Silverthorne, Dillon and Summit County have adopted similar ordinances to provide for the efficient and cost effective installation of high speed broadband communications facilities while limiting the disruption to the public that utility installations can create. The goal of this ordinance is to limit utility disturbance in the Town's Rights of Way for underground utility work.

Analysis: This ordinance will ensure the following:

1. Broadband conduit will be installed during all Town projects if deemed beneficial by the Town Manager.
2. Broadband conduit will be installed when utility companies are performing work in the Right of Way. The Town would pay the cost to co-locate Broadband conduit in this case, if determined to be beneficial by the Town Manager.
3. Broadband conduit will be installed during new development or new street projects. The total cost of the installation would be paid by the developer and dedicated to the Town.

Financial Impact: Adoption of the proposed ordinance will have no known immediate impact on the 2020 budget. There may be future costs associated with this ordinance when and if projects come forward that would be effected by this ordinance. If that's the case these costs would be accounted for in the project budget.

Alignment with Strategic Plan: Adoption of this ordinance aligns with the Quality Core Services, Thriving Economy and Inclusive Community sections of the Councils 2019-2020 Strategic Plan by ensuring high speed broadband communications system can be installed in the Town over time.

Environmental Sustainability: Adoption of this ordinance will result in less negative impacts on the environment by reducing the amount of excavating and not duplicating work already done. Digging once is far less impactful than digging two or more times.

Staff Recommendation: After discussion and input from the Council, staff recommends that the Council approve this ordinance on first reading.

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

Thad Renaud, Town Attorney
Bonnie Moinet, Finance Director-Approved
Nancy Kerry, Town Manager

Attachments:

Ordinance 20-02

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

AN ORDINANCE AMENDING CHAPTER 155 OF THE CODE OF ORDINANCES OF THE TOWN OF FRISCO, CONCERNING STREETS AND PUBLIC WAYS, BY AMENDING ARTICLE II THEREOF, CONCERNING UTILITY INSTALLATIONS, TO GIVE THE TOWN THE ABILITY TO PROVIDE FOR THE CONSTRUCTION OF COMMUNICATIONS CONDUITS IN CONNECTION WITH THE EXCAVATION OF PUBLIC WAYS FOR UTILITY PURPOSES, OR THE CONSTRUCTION OF NEW STREETS.

WHEREAS, the Town of Frisco, Colorado ("Town") is a home rule municipality, duly organized and existing under Article XX of the Colorado Constitution; and

WHEREAS, the purpose of Article II of Chapter 155 of the Code of Ordinances of the Town of Frisco is to provide principles and procedures for the permitting and coordination of construction excavation within public ways within the Town, and to protect the integrity of the Town's public ways and street system, while accommodating the need for public utilities and other similar uses of public ways; and

WHEREAS, the Town Council desires to promote cooperation among the Town and applicants to the Town for the excavation and occupation of the public ways, and work therein, in order to: (i) eliminate duplication that is wasteful, unnecessary or unsightly; (ii) lower the Town's costs of providing services to the public, and (iii) minimize the number of excavations that occur in the Town's public ways.

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

Section 1. Article II of Chapter 155 of the Frisco Town Code, concerning utility installations, is hereby amended to read as follows:

**ARTICLE II
UTILITY INSTALLATIONS**

§155-11. Purpose.

The purpose of this article is to provide a means for the Town to grant consent to the use of its public ways for the installation of utilities and other improvements along, through, in, upon, under or over the public ways within the incorporated limits of the Town, and to allow the Town to provide for communications conduits in connection with the installation and maintenance of utilities in public ways by third parties, and to require the installation of communications conduits in connection with the paving of new or existing public ways.

§ 155-12. Exemption.

Except as otherwise expressly set forth in this article. Utility installations by the Town of Frisco and the Frisco Sanitation District shall be exempt from the provisions of this article.

§ 155-13. Definitions.

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

CONDUIT means a single enclosed raceway, pipe or canal for cables, fiber optics or other wires.

COUNCIL or TOWN COUNCIL means the Town Council of the Town of Frisco, Colorado.

DIRECT COST means all necessary and usual costs associated with the placement of conduits as determined and approved by the Town Manager.

PERSON means any individual, firm, company, corporation, district, private or governmental entity of any kind, whether or not a public utility.

PUBLIC WAY means any street, roadway, way, place, alley, sidewalk, pathway, bridge, viaduct, easement, park, square, plaza, and any Town owned right-of-way or other public property owned or controlled by the Town and dedicated to public use or reserved for future use by the public, within the Town of Frisco, in which utility installations may be made, or that may be paved for vehicular travel.

TOWN MANAGER means the Town Manager of the Town of Frisco, or his or her authorized representative.

UTILITY INSTALLATION or UTILITY means any and all facilities, including without limitation, plants, works, systems, lines, equipment, pipes, wires, antennas, satellite or other dishes, transmitters or receptors, mains, and meters, belonging to any person, other than the Town of Frisco, which are used or designed to provide telephone, telegraph, telecommunications, electric, gas, cable television, water, sewer, or any other similar service to any person, whether or not considered a "public utility" as that term may be defined by Colorado statute, and which are located or proposed to be located in any public way within the Town of Frisco. Notwithstanding the foregoing, "utility installation" or "utility" shall not include any utility service line connected to a transmitter or main, and designed to serve an individual structure.

§ 155-14. Review and Approval of Design and Construction Required; Requirements Related to Conduits.

A. Unless otherwise provided by franchise agreement or contract with the Town, no person shall locate, relocate or replace any utility installation in any public way, until three (3) copies of the plans and specifications for such installations have been submitted to and approved by the Town. Such plans and specifications, prepared and signed by an engineer registered in the State of Colorado, shall disclose the nature, extent, location, depth or height, and materials to be used for the proposed utility installation within the public way, shall indicate the timing and duration of the planned construction activity, and shall contain such additional information as the Town Manager may reasonably require. The Town Manager may, in the exercise of his discretion, waive the requirement that the plans be signed by a registered engineer, where the proposed utility installation is simple in nature and does not require engineering design.

B. All utility installations in public ways shall be designed so as not to interfere with the Town's water mains, street or path improvements and paving, drainage structures, or other municipal or utility uses within the public way, or to the extent such interference is unavoidable, the plans and specifications submitted shall include provisions for minimizing such interference and for restoring any disturbance to public or private property caused by the installation, at the expense of the person proposing the installation. ~~The Town Manager may require that proposed utility installations be coordinated with Town street improvement programs or other public improvements or utility installations planned by the Town or other persons providing utility service within the Town.~~

C. The Town Manager may require that proposed utility installations be coordinated with Town street improvement programs or other public improvements or utility installations planned by the Town or other persons providing utility service within the Town. The Town Manager may require that conduit be installed in the same or an adjacent location that the permittee proposes for excavation and, if so required, the permittee shall coordinate with the Town and facilitate the installation of the Town's conduit. The direct cost of installing the Town's conduit will be paid by the Town. No permittee shall be required to serve as a financial pass-through from the Town to a contractor installing the Town's conduit.

D. The intent of this subsection is to provide for the construction of infrastructure sufficient to allow broadband communications entities desiring to deploy facilities in the future to do so by pulling the same through the conduit and appurtenances installed pursuant to this subsection and without excavating within the public ways. This subsection is not intended to require owners of broadband facilities or other conduit to install additional ducts or conduit in existing public ways; rather, it is intended to require those constructing public streets, including the Town and developers, to provide and install such conduit and appurtenances as may be necessary to accommodate future broadband needs within the public ways without further excavation.

1. Whenever any new public street is constructed, whether by the Town as a public works project or by a developer or other private party in conjunction with development, the following shall be required:
 - i. For all new collector streets or major arterial streets, as defined in the Town's Minimum Street Design and Access Criteria, as amended, a minimum of two 4" conduits shall be installed by and at the sole cost of the party constructing the street; provided however that at the discretion of the Town Manager, the number and size of the conduit and spacing of pull boxes may be modified to address the reasonably known plans and/or demand for broadband capacity in these locations. If determined that additional conduits are required, the Town shall determine and pay the direct costs resulting from such additional conduits.
 - ii. For all other new streets, a minimum of two 2" conduits shall be installed by and at the sole cost of the party constructing the street; provided however that at the discretion of the Town Manager, the number and size of the conduit and spacing of pull boxes may be modified to address the reasonably known plans and/or demand for broadband capacity in these locations. If determined that additional conduits are required, the Town shall determine and pay the direct costs resulting from such additional conduits.
 - iii. In addition to installing conduit, the party constructing the street will be required to install such vaults and other appurtenances as may be necessary to accommodate installation and connection of broadband facilities within the conduit.
 - iv. All construction and installation shall be accomplished according to construction standards adopted by the Town. The construction standards shall be adopted with due consideration given to existing and anticipated technologies and consistent with industry standards.

- v. All facilities installed by developers or other private parties pursuant to this section shall be conveyed and dedicated to the Town with the dedication and conveyance of the public street and/or way.

The Town reserves the right to charge reasonable fees for the use of conduit installed pursuant to this subsection, to the extent consistent with and as limited by federal and state laws.

GE. The Town Manager shall review said plans and specifications for compliance with the requirements of this article and any other applicable regulations or requirements of the Town. The Town Manager may approve the plans as submitted, approve the plans with modifications, or deny the plans for any utility installation if such installation does not comply with such requirements or where necessary to protect the public health, safety or welfare of the citizens of the Town. In approving any plans for a utility installation, the Town Manager may impose any reasonable conditions to ensure that the utility installation complies with the applicable requirements of the Town or where necessary to protect the public health, safety or welfare of the citizens of the Town. The Town Manager shall provide written notice of the approval, conditional approval or denial of any proposed utility installation, to the person seeking such approval.

DE. Any person aggrieved by the decision of an authorized representative of the Town Manager may appeal the same to the Town Manager, by filing such an appeal, in writing, with the Town Manager or such authorized representative not later than ten (10) calendar days from the date of the decision. The Town Manager may reverse or affirm, wholly or partly, or may modify or condition the authorized representative's decision, after consideration of the requirements of this article and all other applicable regulations and requirements of the Town.

EG. All utility installations shall be underground, unless specifically exempted by the Town Council, which shall grant such exemption only in cases of extraordinary or exceptional physical conditions making the placement of such utility installations underground economically infeasible.

FH. All utility installations in public ways shall conform to the approved plans and specifications therefor and any conditions imposed by the Town. Upon completion of construction, the person installing such utility shall provide to the Town three (3) copies of as built plans, showing final location and construction details. Any material changes to the approved plans and specifications, as determined by the Town Manager, may be made only after obtaining the Town's approval in the manner provided in this article.

§ 155-15. Fees.

A. Application fees. All applications for review of proposed utility installations pursuant to this article shall be accompanied by payment of an application fee payable to the Town, which fee is intended to help defray the expense of the Town in administering the provisions of this article. The Town Manager shall from time to time determine the cost of performing the administrative services required by this article and, on the basis of such historic costs and estimations, shall promulgate a schedule of fees for the performance of administrative services. Any schedule of fees promulgated by the Town Manager shall be effective immediately upon filing with the Town Clerk and shall be available for public inspection in the office of the Town Clerk and the office of the Town Manager.

B. Other fees. Any person seeking to place a utility installation in a public way shall be required to pay to the Town certain Town costs associated with said utility installation, including without limitation, legal and engineering fees for review and consultation incurred by the Town. The

procedure for payment of such fees shall be the same as that provided in § 180-31, subparagraph D4, of the Code.

C. Occupation fees. Unless otherwise preempted by state or federal law, the Town Council is hereby authorized to provide, by resolution, for the levy of a fee for the occupation by utility installations of the public ways, provided that any such occupation fee be uniformly applied to all utility installations occupying the public ways, and provided that said occupation fee be reasonably related either to the cost to the Town of such occupation, or to the value of such occupation.

§ 155-16. Relocation of Facilities.

A. When required by the Town Manager due to the construction, installation, relocation, repair or improvement of streets, pedestrian or bicycle paths or ways, street lighting, drainage structures, water mains, or other utilities or public improvements, or for other reasons of public health, safety or welfare, the owner of a utility installation in any public way shall, at such owner's expense, protect, support, temporarily disconnect, or relocate within or outside such public way the said owner's utility installation or portions thereof as directed by the Town. Such required action shall be taken promptly upon notification from the Town Manager and shall be completed within a reasonable time, as determined by the Town Manager.

Section 2. Effective Date. This ordinance shall become effective in accordance with the home-rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING
ORDERED THIS 11TH DAY OF FEBRUARY, 2020.

TOWN OF FRISCO, COLORADO:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC,
Town Clerk



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

TO: MAYOR AND TOWN COUNCIL
FROM: SUSAN LEE, PLANNER
CHRIS JOHNSEN, GROUNDS FOREMAN
RE: RESOLUTION 20-08 AUTHORIZING THE CONTRACT AWARD FOR THE WALTER BYRON
RESTROOM AND PLAYGROUND PROJECT
DATE: FEBRUARY 11, 2020

Summary and Background: On October 8, 2019, Town Council approved a resolution adopting the Neighborhood Parks Master Plan, a conceptual master plan outlining community priorities for park improvements at four neighborhood parks: Walter Byron, Meadow Creek, Pioneer, and Old Town Hall. As an outcome of the planning process, Town Council prioritized the restroom and playground replacement at Walter Byron Park. Town Council allocated \$750,000 for these improvements in the 2020 budget.

Staff issued a Request for Proposals (RFP) on December 4, 2019 seeking a design/build approach for the design and construction of a new, year round restroom facility and playground area. Per the RFP the selected contractor is responsible for design development, permit and construction drawings, and the construction of the new restroom facility and site work associated with the playground installation. The playground equipment will be supplied and installed by a different contractor, under a separate contract.

Concurrent with the RFP issuance, staff applied for a grant from Colorado Parks and Recreation Association (CPRA) to help offset the cost of new playground equipment. The CPRA's Statewide Training and Funding Initiative is a matching grant designed to assist communities with playground projects. As part of the grant application process, staff obtained an estimate for the supply, delivery, and installation of the playground equipment in the amount of \$183,000. The Town was notified on January 20, 2020, that the grant request for \$90,000 in matching funds was successful. Staff has set aside \$150,000 of the \$750,000 budget for the completion of the playground equipment installation. A resolution to approve a separate contract for this portion of the project will be brought to Town Council once the final details of the playground equipment proposal and grant have been determined.

Staff received three responses to the RFP, on the January 17, 2020, proposal submittal deadline. The firms and bid amounts submitted were:

Name of Bidder	Original Bid Amount
Farrington Construction Management	\$497,529
MW Golden Constructors	\$640,044*
RA Nelson	\$728,071

**Indicates that a revised bid amount was submitted.*

Staff thoroughly reviewed all proposals and interviewed two firms during the week of January 20, 2020. Both firms interviewed have applicable experience and a sound project approach. Staff is recommending Town Council approve a contract with Farrington Construction Management. Staff feels that their proposed costs and project team will be the best match for the project goals. See **Staff Recommendation** below for further details.

Financial Impact: As approved in the 2020 budget, \$750,000 is budgeted for the Walter Byron Restroom and Playground Project in account 20-2000-5093. From the budgeted amount, staff has allocated \$600,000 for design development, site work, and construction of the restroom facility. The remaining \$150,000 is allocated for the purchase, delivery, and installation of the playground equipment. The contract for the playground equipment will be brought before Council once the details of the playground equipment have been finalized.

The contract being authorized through Resolution 2020-08 is for design and pre-construction services in an amount not to exceed \$54,965, and upon approval of the final design and associated costs, construction work not to exceed \$520,035.

Alignment with Strategic Plan: Vibrant Recreation is one of Town Council's strategic priorities as outlined in the 2019-2020 Strategic Plan; this includes prioritizing and implementing park improvements in conjunction with the approved Neighborhood Parks Master Plan. During the 2019 Park Master Planning process, the improvements at Walter Byron Park were identified as the top priority.

Staff Recommendation: The two firms interviewed for the project both have applicable experience on projects of similar scope and context. Staff is recommending the Town enter into a contract with Farrington Construction Management for the following reasons:

- Their understanding of the project scope and existing relationships with architectural, structural, mechanical, and civil engineering services results in significant cost savings.
- Their proposed project management structure will support consistent communication.
- They have relevant project experience that includes, but is not limited to: parks, community centers, and municipal projects.

Staff feels that Farrington Construction Management will be able to deliver the desired finished project on-time and within our budget. Their project team has a solid understanding of the project scope.

The contract includes a lump sum amount for the preconstruction and design services in an amount not to exceed \$54,965. Based on Farrington's proposal estimate and conversations regarding the scope and budget, staff and the contractor feel comfortable that the construction

can be completed within the allocated budget. Once more detailed design drawings have been developed, and a more accurate construction bid can be obtained, staff will revise the contract by change order to include the exact amount of the construction costs. At this time the contract includes an amount not to exceed \$520,035 for construction services.

Based on the information contained in this report, staff recommends Town Council approve Resolution 2020-08, A Resolution Authorizing the Contract Award for the Walter Byron Restroom and Playground Project.

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

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

Attachments:

Exhibit A – Resolution 2020-08, A Resolution Authorizing the Design-Build Construction Contract for the Walter Byron Restroom and Playground Project with Farrington Construction Management.
Exhibit B – Design-Build Construction Contract

**TOWN OF FRISCO
COUNTY OF SUMMIT
STATE OF COLORADO
RESOLUTION 20-08**

A RESOLUTION AUTHORIZING THE MAYOR AND TOWN CLERK TO EXECUTE THAT CERTAIN AGREEMENT FOR THE WALTER BYRON RESTROOM AND PLAYGROUND PROJECT DESIGN-BUILD SERVICES WITH FARRINGTON CONSTRUCTION MANAGEMENT.

WHEREAS, the Town Council adopted the Neighborhood Parks Master Plan outlining improvements at four neighborhood parks, including Walter Byron Park, by approval of Resolution 2019-32 on October 8, 2019; and

WHEREAS, the Town Council has determined that the improvements associated with the Walter Bryon Restroom and Playground Project is in the community's best interest; and

WHEREAS, pursuant to Chapter 9 of the Code of Ordinances of the Town of Frisco, Town staff released a Request for Proposals (RFP) for the Water Byron Restroom and Playground Project on December 4, 2019, with proposals from qualified firms due on January 17, 2020; and

WHEREAS, the Town of Frisco received three (3) bids, on or before January 17, 2020; and

WHEREAS, the Town of Frisco interviewed two (2) teams on January 23 and 24, 2020; and

WHEREAS, the Town Council has reviewed the staff report concerning the bid amounts, the interviews conducted, the staff recommendation and the reasons for that recommendation; and

WHEREAS, based upon that review, the Town Council has determined that it is in the best interests of the Town to enter into an agreement for Walter Byron Playground and Restroom Project with FARRINGTON CONSTRUCTION MANAGEMENT; and

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

The attached Design Build Construction Contract between the Town and Farrington Construction Management is hereby approved and the Town Mayor and Town Clerk are hereby authorized to execute the same on behalf of the Town of Frisco at a cost, as set forth therein, not to exceed \$600,000 for design-build services.

INTRODUCED, READ AND ADOPTED THIS 11TH DAY OF FEBRUARY, 2020.

Town of Frisco, Colorado:

Gary Wilkinson, Mayor

ATTEST:

Deborah Wohlmuth, CMC, Town Clerk

DESIGN-BUILD CONSTRUCTION CONTRACT

THIS DESIGN-BUILD CONSTRUCTION CONTRACT (“Agreement”) is dated as of the 11th day of February, 2020, by and between the Town of Frisco, Colorado, a Colorado home rule town and municipal corporation, (hereinafter called TOWN), and Farrington Construction Management, a Limited Liability Company, whose address is 400 West 48th Avenue, Suite 200, Denver, CO 80216 (hereinafter called CONTRACTOR). CONTRACTOR agrees to work for TOWN as an independent contractor, on the terms and conditions contained in this Agreement.

TOWN and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 DEFINITIONS

1.1 “Project”: The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Design and construction of a new playground and restroom facility to replace and improve the existing facility at Walter Byron Park.

1.2 “Work”: CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Design services in accordance with Article 3 below, and construction services in accordance with Article 4 below, including the Design Development Phase, Final Design Phase, Design Documents, Construction Documents, and Construction (hereinafter defined), including, but not limited to, all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents. CONTRACTOR shall be responsible for procuring the design and construction of the Work, and shall exercise reasonable skill and judgment in the performance of the Work.

1.3 “Site”: The Site is the place where the Project is located, specifically, the site of Walter Byron Park, 10 Walter Byron Lane, Town of Frisco, Colorado.

ARTICLE 2 PROJECT REPRESENTATIVE

TOWN shall designate a PROJECT REPRESENTATIVE who is to act as TOWN's representative and on TOWN's behalf, assume all duties and responsibilities and have the rights and authority assigned to the PROJECT REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 DESIGN SERVICES

3.1 This Project will be designed by CONTRACTOR, who shall assume all duties and responsibilities and have the rights and authority assigned to CONTRACTOR in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

3.2 CONTRACTOR shall visit the Site, become familiar with the local conditions, and correlate observable conditions with the requirements of the TOWN's Project.

3.3 *Design Development Phase:* CONTRACTOR shall utilize conceptual designs as presented in the proposal from Farrington Construction Management, dated January 17, 2020, for design development purposes. This phase shall include one design meetings with Town officials to gather feedback for the final design. CONTRACTOR shall provide to the TOWN a reproducible color version plan, a 2' x 3' color illustrative facility plan, a site plan, and a reproducible 8.5" x 11" black and white plan.

3.4 *Final Design Phase:* CONTRACTOR, working from the conceptual design of the Project, shall prepare and present final design drawings to the TOWN for review and approval from the TOWN. This phase shall include providing to the TOWN a reproducible color version plan, a 2' x 3' color illustrative facility plan, and a reproducible 8.5" x 11" black and white plan.

3.5 *Design Documents:* CONTRACTOR shall submit to the TOWN through the PROJECT REPRESENTATIVE the Design Documents for the Project and for the performance of the Work. The "Design Documents" consist of all plans, drawings, specifications and other conceptualized documents establishing the size, quality and character of the Project, its architectural, structural, foundation, plumbing, mechanical, solar, and electrical systems, and the materials and such other elements of the Project as may be appropriate to accurately and completely describe the Project and the Work.

3.6 *Construction Documents:* CONTRACTOR shall prepare and provide, for the TOWN's review, all plans necessary (except a site plan) to comply with the TOWN's Planning, Zoning and Building Code requirements for the approved design, specifically including architectural, structural, electrical, plumbing, solar, foundation, and mechanical plans, which must be stamped, if required. CONTRACTOR shall also provide itemized construction cost estimates for all aspects of plan design.

3.7 CONTRACTOR shall research diligently and review laws and regulations applicable to design and construction of the Project and correlate such laws and regulations with the TOWN's requirements. In the performance of this obligation, CONTRACTOR shall make all commercially reasonable efforts to ensure that the design of the Project complies with applicable laws, codes, regulations and requirements, including, but not limited to, Title I of the American with Disabilities Act 1990, as amended, and all fire safety laws, codes, regulations or requirements, including but not limited to all local, state and federal laws, codes, regulations and requirements.

3.8 In development of the Project, CONTRACTOR shall ascertain TOWN's requirements for the Project and shall verify and review such requirements with the TOWN and PROJECT REPRESENTATIVE. CONTRACTOR's review shall also provide to the TOWN a preliminary evaluation of the Site with regard to access, traffic, drainage, parking, building placement and other considerations affecting the building. CONTRACTOR shall also prepare architectural, civil, structural, mechanical, electrical and other systems for review by the TOWN. Design services required under this Agreement shall be performed by registered, independent design professionals. The standard of care for architectural and engineering services performed under this Agreement shall be the highest degree of care and skill used by design professionals practicing under the same time and locality conditions.

3.9 The contractual obligations of such professional persons or entities are undertaken and performed in the interest of TOWN. CONTRACTOR shall be responsible to the TOWN for the acts and omissions of CONTRACTOR's employees, subcontractors and their agents and employees, and other persons, including the Architectural Engineer and other design professionals, performing any portion of CONTRACTOR's obligations under this Article 3.

3.10 CONTRACTOR shall submit to the TOWN through the PROJECT REPRESENTATIVE the Design Documents for the Project and for the performance of the Work. The "Design Documents" consist of all plans, drawings, specifications and other conceptualized documents establishing the size, quality and character of the entire Project, its architectural, structural, foundation, plumbing, mechanical and electrical systems, and the materials and such other elements of the Project as may be appropriate to accurately and completely describe the Project and the Work.

3.11 CONTRACTOR agrees that it will use commercially reasonable efforts to provide that the design it creates for the Project will satisfy the functional requirements of the TOWN as set forth in the TOWN's Request for Proposal, attached hereto as Exhibit B. CONTRACTOR shall also ensure that its design is of a restroom and playground area that is generally of the size and scope that was set forth in CONTRACTOR'S proposal to the TOWN as "Town of Frisco Neighborhood Parks Conceptual Design, Walter Byron Memorial Park."

3.12 CONTRACTOR shall commence the design services upon the effective date of this Agreement, and shall conduct the design services required herein in a timely fashion to permit the Project to be completed in accordance with the Contract Times (Article 5).

ARTICLE 4 CONSTRUCTION SERVICES

4.1 The construction services to be performed hereunder shall commence upon the issuance of a NOTICE TO PROCEED.

4.2 CONTRACTOR shall submit the Construction Documents to the PROJECT REPRESENTATIVE for review and approval by the TOWN. When CONTRACTOR submits the Construction Documents, CONTRACTOR shall identify in writing all material changes and

deviations that have taken place from the Design Documents or the Contract Documents in existence. "Construction Documents" shall include drawings, specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall:

4.2.1 be consistent with the intent of the TOWN's Project and the Design Documents;

4.2.2 provide information for the use of those in the building trades; and

4.2.3 include documents customarily required for regulatory agency approvals.

4.3 Pursuant to the terms of this Agreement, CONTRACTOR shall provide or cause to be provided and shall pay for construction services, installation, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

4.4 CONTRACTOR shall comply with laws and ordinances legally enacted at the date of execution of the Agreement that govern the proper performance of the Work.

4.5 CONTRACTOR shall conduct the Work in accordance with the Contract Times (Article 5). CONTRACTOR shall adhere to the Contract Times and any changes made to such shall be mutually agreed to and evidenced by a Change Order.

4.6 CONTRACTOR shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

4.7 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including safety of all persons and property during performance of the Work. This requirement will apply continuously with respect to the Work at the Site and not be limited to normal working hours.

4.8 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss in connection with the Work. CONTRACTOR shall erect and maintain, as required by law based upon existing conditions and progress of the Work, all reasonable safeguards for safety and protection including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

4.9 CONTRACTOR shall pay royalties and license fees for patented designs, processes or products in connection with the Work. CONTRACTOR shall defend suits or claims for infringement of patent rights and shall hold the TOWN harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer is required by the TOWN. However, if CONTRACTOR has

knowledge that the use of a required design, process or product in connection with the Work is an infringement of a patent, CONTRACTOR shall be responsible for such loss unless such information is promptly furnished to the TOWN.

4.10 CONTRACTOR shall maintain at the Site for the TOWN and its PROJECT REPRESENTATIVE one set of Construction Documents, Change Orders and other modifications, in good order and regularly updated to record the completed construction. These shall be delivered to the TOWN upon final completion of the Project.

4.11 CONTRACTOR shall deliver all written warranties and equipment manuals with respect to the Work to the TOWN through the PROJECT REPRESENTATIVE upon final completion of the Project. CONTRACTOR shall warrant that the Work performed under this Agreement shall be free from material defect in workmanship or materials for a period of two years from the date of completion of the Work.

4.12 Upon final completion of the Project, CONTRACTOR shall produce and deliver to the TOWN through the PROJECT REPRESENTATIVE a reproducible record set of "as built" plans and specifications reflecting significant changes in the Work made during construction and the Project as actually built.

4.13 The Site and surrounding area shall be kept free from accumulation of waste materials or rubbish caused by CONTRACTOR's operations under this Agreement. At the completion of the Work, CONTRACTOR shall promptly remove from the Site waste materials, rubbish, CONTRACTOR's tools, construction equipment, machinery, and surplus materials and leave the Site and surrounding area in a neat and clean manner.

4.14 CONTRACTOR shall coordinate with the PROJECT REPRESENTATIVE and utility companies to connect utilities to the Project. The expense of delivering such utilities to the Site will be paid for by TOWN, separate and apart from the terms of this Agreement.

4.15 CONTRACTOR will be responsible for staffing a field office with the expertise necessary to properly execute the supervision and construction of the Project. CONTRACTOR shall be responsible for providing a competent Project Manager and Superintendent for the duration of the Project (the "Key Personnel"). The Key Personnel will be the on-Site point of contacts for CONTRACTOR and will coordinate construction efforts with the TOWN. The Key Personnel assume all duties and responsibilities for supervision and scheduling of all facets of construction including those of any subcontractors or suppliers for the Project. The Key Personnel shall be satisfactory to the TOWN, in its reasonable opinion, and shall not be removed or replaced, unless the Key Personnel are unable to perform their duties due to illness or injury. In such case, Key Personnel of similar experience and qualifications shall be substituted. CONTRACTOR shall be additionally responsible for providing on the Project labor foremen and workmen skilled in the crafts and trades that they are supervising or performing.

4.16 CONTRACTOR shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Site with any materials or equipment.

4.17 In connection with the Work, CONTRACTOR shall at all times be responsible for the conduct and discipline of its employees and to the extent within its reasonable control any Subcontractor or persons employed by Subcontractors. All workmen must have sufficient knowledge, skills and experience to perform properly the work assigned to them.

4.18 CONTRACTOR is solely responsible for scheduling and coordinating the performance and furnishing of the Work. Any construction subcontract, sub-agreement, supply or material contract entered into by CONTRACTOR shall be for the benefit of the TOWN.

ARTICLE 5 CONTRACT TIMES

5.1 If the TOWN shall issue its Notice to Proceed with the Work on or before February 12, 2020, then the Work will be completed no later than October 31, 2020, and ready for final payment in accordance with paragraph 7.02 of the General Conditions within 180 days after said date.

ARTICLE 6 CONTRACT PRICE

TOWN shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 6.1. below:

6.1. For preconstruction and design work, a sum not to exceed: FIFTY-FOUR THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS. (\$54,965.00); and, following completion of the preconstruction and design work, and upon approval of the design and its associated construction costs in the sole and absolute discretion of the Town, for construction work a sum not to exceed FIVE HUNDRED TWENTY THOUSAND THIRTY-FIVE DOLLARS (\$520,035.00).

6.2. TOWN has appropriated funds equal to or in excess of the Contract Price.

ARTICLE 7 CONTRACT DOCUMENTS

The Contract Documents that comprise the entire agreement between TOWN and CONTRACTOR concerning the Work consist of the following:

7.1. This Agreement (pages 1 to 10, inclusive).

- 7.2. Exhibits to this Agreement
- 7.3. Performance, Payment, and other Bonds, to be provided pursuant to this Agreement.
- 7.4. Notice to Proceed.
- 7.5. General Conditions attached hereto as Exhibit A.
- 7.6. Construction Documents, Specifications and plans, to be developed pursuant to this Agreement.
- 7.7. Design Documents, to be developed pursuant to this Agreement.
- 7.7 TOWN's Request for Proposals.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 2.3 and 3.5 of the General Conditions.

ARTICLE 8 MISCELLANEOUS

8.1. 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 e-mail addresses are provided for convenience only.

TOWN of Frisco
Attn: Chris Johnsen
PO Box 4100
Frisco, Colorado 80443
Telephone: 970-668-0863
Email: ChrisJ@townoffrisco.com

CONTRACTOR: Farrington Construction Management
Attn: Rob Bradley
400 W 48th Ave, Suite 200
Denver, CO 80216
Telephone: 407-579-5309
Email: Rob@Farringtonconstruction.com

Project

Representative: Chris Johnsen
TOWN of Frisco

8.2. Terms used in this Agreement that are defined in the General Conditions will have the meanings indicated in the General Conditions.

8.3. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this

restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.4. This Agreement is between TOWN and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

8.5. TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.6. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provision of this Agreement, TOWN's obligations under this Agreement are subject to annual appropriation by the TOWN Council of the TOWN. Any failure of the TOWN Council annually to appropriate adequate funds to finance TOWN'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.

8.7. This Agreement is to be governed by the laws of the State of Colorado.

8.8. Except as set forth in the General Conditions, this Agreement may only be amended, supplemented, or modified in a written document signed by both parties.

8.9. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon TOWN and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.10. 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.

8.11. In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

8.12. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the TOWN shall not constitute a waiver of any of the other terms or obligations of this Agreement.

*****EXECUTION PAGE FOLLOWS*****

This Agreement is effective as of the date first written above.

TOWN OF FRISCO

FARRINGTON CONSTRUCTION
MANAGEMENT

Gary Wilkinson, Mayor

By: _____
Title: _____

ATTEST:

TOWN Clerk

EXHIBIT A TO DESIGN BUILD CONSTRUCTION CONTRACT

GENERAL CONDITIONS

PART 1. DEFINITIONS

1.01 CONTRACT DOCUMENTS: The documents specified in Article 7 of the Design Build Construction Contract.

1.02 CHANGE ORDER:

A written order issued by the Town after execution of the Design Build Construction Contract authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time.

1.03 CONTRACT:

The entire written agreement covering the performance of the Work described in the Contract Documents including all supplemental agreements thereto and all general and special provisions pertaining to the Work and materials therefor.

1.04 CONTRACT PRICE:

The amount set forth in Paragraph 6.1 of the Design Build Construction Contract.

1.05 CONTRACT TIME:

The time for completion of the Project as set forth in Paragraph 5.1 of the Design Build Construction Contract.

1.06 DAY:

Calendar day, unless otherwise specified. When the last day for the occurrence of an event falls on a Saturday, Sunday or legal holiday as recognized by the Town, the time for performance shall be automatically extended to the next business day.

1.07 FINAL COMPLETION:

The date as certified by the Project Manager when all of the Work on the Project is completed and final payment may be made.

1.08 PROJECT:

The design and construction task or tasks more fully described in the Contract Documents.

1.09 PROJECT MANAGER:

The Town's duly authorized representative in connection with the Project.

1.10 SUBCONTRACTOR:

Any person, firm or corporation with a direct contract with Contractor who acts for or in behalf of Contractor in executing any part of the Contract, excluding one who merely furnishes material.

1.11 SUBSTANTIAL COMPLETION:

The date as certified by the Project Manager when the Town occupies or takes possession of all or substantially all of the Project, or when the Town may occupy or take possession of all or substantially all of the Project and put it to beneficial use for its intended purposes.

1.12 TOWN

The Town of Frisco, Colorado, a Colorado municipal corporation.

1.13 WORK:

All the work specified, indicated, shown or contemplated in the Contract Documents to construct the Project, including all alterations, amendments or extensions thereto made by supplemental agreements or written orders of the Project Manager.

PART 2. TIME

2.01 TIME OF THE ESSENCE:

All times stated in the Contract Documents are of the essence.

2.02 FINAL ACCEPTANCE:

Upon Final Completion, the Project Manager will issue final acceptance.

2.03 CHANGES IN THE WORK:

The Town reserves the right to order changes in the Work, in the nature of additions, deletions or modifications, without invalidating the Contract, and to make corresponding adjustments in the Contract Price and the Contract Time. All changes shall be authorized by a written Change Order signed by the Project Manager. The Change Order shall include appropriate changes in the Contract Documents and the Contract Time. The Work shall be changed and the Contract Price and Contract Time modified only as set forth in the written Change Order. Any adjustment in the Contract Price resulting in a credit or a charge to the Town shall be determined by mutual agreement of the parties before the work set forth in the Change Order is commenced. If a Change Order results in an increase in the Contract Price, approval of the Frisco Town Council may be required.

The Town shall provide Contractor with written assurance of additional appropriations should any change in the Work result in an increase in the Contract Price exceeding the amount originally appropriated for the Work.

2.07 DELAYS:

A. If Contractor is delayed in the progress of the Work by fire, unusual delay in transportation, adverse weather conditions not reasonably to be anticipated, or other unavoidable casualties beyond Contractor's control, the Contract Time shall be extended for a reasonable period of time.

B. Any request for extension of the Contract Time shall be made in writing to the Project Manager not more than seven (7) days after commencement of the delay; otherwise it shall be waived. Any such request shall contain an estimate of the probable effect of such delay on the progress of the Work.

C. Contractor shall not be entitled to any increase in the Contract Price, or to damages, or to additional compensation as a consequence of any such delays.

2.08 NO DAMAGES FOR DELAY:

The Town shall not amend the Contract Price nor shall Contractor be entitled to additional compensation of any sort for costs or damages incurred as a result of any delays in performance unless such delay is the direct result of the acts or omissions of the Town or persons acting on behalf of the Town, in accordance with C.R.S. § 24-91-103.5.

PART 3. CONTRACTOR'S RESPONSIBILITIES

3.01 COMPLETION/SUPERVISION OF WORK:

Contractor shall be responsible for completion of all Work in a timely and workmanlike manner in accordance with the terms and specifications of the Contract Documents, including the techniques, sequences, procedures and means. Contractor shall be responsible for the coordination of all Work. Contractor shall supervise and direct the Work and give it all attention necessary for proper supervision and direction. Contractor shall maintain a supervisor on site at all times when Contractor or any subcontractor is performing Work.

3.02 DUTY TO INSPECT AND CONTRACTOR'S REPRESENTATIONS:

Contractor shall inspect all Contract Documents, tests and reports, including soil tests and engineering tests, if applicable, and shall conduct a site or field review prior to executing the Contract. Contractor assumes the risk of all conditions which are disclosed, or which are reasonably suggested by any such tests or reports, or which would be disclosed by a field or site review. Contractor shall have the affirmative duty to advise the Town of any concerns which Contractor may have regarding construction conditions prior to executing the Contract.

In order to induce Town to enter into the Contract, Contractor makes the following representations:

- a. Contractor has examined and carefully studied the Contract Documents and the other related data identified in or related to the Contract Documents;
- b. Contractor has visited the site(s) and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work;
- c. Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the Work; and
- d. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site(s), reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

3.03 FURNISHING OF LABOR AND MATERIALS:

A. Contractor shall provide and pay for all labor, materials and equipment, including: tools; construction equipment and machinery; utilities, including water; transportation; and all other facilities and services necessary for the proper completion of the Work.

B. While engaged in the performance of the Work, Contractor shall maintain employment practices that do not violate the provisions of the Colorado Antidiscrimination Act of 1957, C.R.S. § 24-34-301, *et seq.*, as amended.

3.04 EMPLOYEES AND SAFETY:

A. Contractor shall maintain at all times strict discipline of its employees, and Contractor shall not employ on the Project any person unfit or without sufficient knowledge, skill, and experience to perform properly the job for which the employee was hired.

B. Contractor shall be fully responsible to the Town for the acts, negligence and omissions of all direct and indirect employees and subcontractors. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Town.

C. Contractor shall provide for and oversee all safety orders and precautions necessary for the safe performance of the Work. Contractor shall take reasonable precautions for the safety of all employees and others whom the Work might affect, all work and materials incorporated into the Work, and all property and improvements on the Project site(s) and adjacent property.

3.05 CLEANUP:

A. Contractor shall keep the Project site(s) and adjoining ways free of waste material and rubbish caused by its employees or subcontractors. Contractor shall remove all such waste material and rubbish daily during construction, together with all tools, equipment, machinery and surplus materials. Contractor shall, upon termination of its Work, conduct general cleanup operations on the Project site(s), including the cleaning of all surfaces, paved streets and walks, and steps. Contractor shall also conduct such general cleanup operations on adjacent properties which were disturbed by the Work.

B. If Contractor fails to perform the cleanup required by this Section, after written notice, the Town may cause the cleanup to be performed at Contractor's expense. Upon receipt of a statement for such cleanup, Contractor shall pay to the Town the costs incurred by the Town for such cleanup, or the Town shall have the right to withhold said amount from any final payment due to Contractor.

3.06 PAYMENT OF ROYALTIES AND LICENSE FEES:

Contractor agrees to pay all royalties and license fees necessary for the Project, and to defend against all actions for infringement of copyright or patent rights, and to save and hold the Town harmless from such actions.

3.07 TAXES, LICENSES AND PERMITS:

Contractor shall pay all taxes imposed by law in connection with the Project and shall procure all permits and licenses necessary for the prosecution of the Work.

3.08 SAMPLES AND SHOP DRAWINGS:

Contractor shall furnish, upon the request of the Project Manager, samples and shop drawings to the Project Manager, who shall review them for conformance with the Contract Documents. All Work shall comply with approved samples and drawings.

3.09 COMPLIANCE WITH LAWS AND REGULATIONS:

Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations and orders in any manner relating to the Project. If any provision of the Contract Documents is at variance therewith, Contractor shall notify the Project Manager promptly.

3.10 SUBCONTRACTORS:

A. Contractor shall furnish to the Project Manager at the time the Construction Agreement is executed, a list of names of subcontractors to whom Contractor proposes to award the portions of the Work to be subcontracted by Contractor.

B. Contractor shall not employ a subcontractor to whose employment the Project Manager reasonably objects, nor shall Contractor be required to hire a subcontractor to whose employment Contractor reasonably objects.

C. All contracts between Contractor and subcontractor shall conform to the provisions of the Contract Documents, and shall incorporate the relevant provisions of the Contract Documents.

3.11 CORRECTIVE WORK:

When any Work does not conform to the Contract Documents, Contractor shall make the necessary corrections so that the Work will so conform. Such corrections shall be accomplished within the time period approved by the Project Manager, and such approval shall not be unreasonably withheld. Failure to complete such required corrections within the time period required shall constitute a breach of the Contract.

3.12 OTHER CONTRACTS:

The Town reserves the right to let other contracts in connection with the Project. Contractor shall cooperate with all other contractors so that their work is not impeded by the Work, and Contractor shall give other contractors access to the Project site(s) necessary to perform their contracts.

3.13 COMMUNICATION:

Contractor shall direct all communications to the Town regarding the Project to the attention of the Project Manager.

PART 4. TERMINATION

4.01 LABOR DISPUTES:

Notwithstanding any other provision contained in this Contract, in the event of any picket or other form of labor dispute at the construction site(s), Contractor shall continue to perform the Work without interruption or delay. If Contractor ceases performance of the Work because of such picket or other form of labor dispute, the Town may terminate the services of Contractor after giving forty-eight (48) hours' written notice of its intent to do so.

4.02 DEFAULT:

The Town may terminate this Contract upon seven (7) days' written notice to Contractor if Contractor defaults in the timely performance of any provision of the Contract Documents, or otherwise fails to perform the Work, or any part thereof, in accordance with the Contract Documents. Termination of the Contract by the Town shall not be the Town's exclusive remedy, and the Town may pursue such other remedies and actions lawfully available to the Town including, but not limited to, an action at law for damages against Contractor or any bonding agency issuing a bond hereunder, or an action in equity for injunctive relief.

PART 5. WARRANTIES:

5.01 WARRANTY OR FITNESS OF EQUIPMENT AND MATERIALS:

Contractor represents and warrants to the Town that all equipment and materials used in the Project, and made a part of the Project, or placed permanently in the Project, shall be new unless otherwise specified in the Contract Documents. All equipment and materials used shall be of good quality, free of defects and in conformity with the Contract Documents. All equipment and materials not in conformity with the Contract Documents shall be considered defective.

5.02 GENERAL WARRANTY:

Contractor shall warrant and guarantee all material furnished and work performed by Contractor for a period of two (2) years from the date of final acceptance of the Project by the Project Manager. Under this warranty, Contractor agrees to repair or replace, at its own expense and under the direction of the Project Manager, any portion of the Project which fails or is defective, unsound, unsatisfactory because of materials or workmanship, or which is not in conformity with the provisions of the Contract. Should Contractor fail to perform any such work within the warranty period after a request by the Town, the Town may withdraw from the Performance and/or Payment Bonds any and all amounts necessary to complete the required work. The expiration of the warranty period shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

PART 6. BONDS, INSURANCE AND INDEMNIFICATION

6.01 INDEMNIFICATION:

Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, 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, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor, or which arise out of any worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor.

6.02 NOTICE OF CLAIM:

If Contractor receives any claim arising from the performance of the Work, Contractor shall notify the Town in writing of the nature of the claim within twenty-four (24) hours of receipt of the claim by Contractor. In this notice, Contractor shall provide evidence that Contractor has notified Contractor's insurer of the claim. Contractor shall keep the Town apprised of the disposition of the claim, and Contractor shall take all necessary action to resolve the claim and make restitution, if required, as quickly as possible.

6.03 INSURANCE:

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. Without limiting the generality of the foregoing, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of Work under the Contract, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease – policy limit, and one million dollars (\$1,000,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general 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, products, and completed operations. The policy shall contain a severability of interests provision, and shall be endorsed to include the Town and the Town's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. “All Risk” Builder’s Risk insurance in a form acceptable to the TOWN upon the entire Project for the full cost of replacement at the time of any loss. This insurance shall include, as named insureds, the Town, Contractor, and any Subcontractors. This insurance shall include “all risk” insurance for physical loss or damage including without duplication of coverage, at least theft, vandalism, malicious mischief, transit, materials stored off site, collapse, falsework, temporary buildings, debris removal, flood, earthquake, testing, and damage resulting from defective design, workmanship or materials. The Contractor shall increase limits of coverage, if necessary, to reflect estimated replacement cost. The insurance shall be written without a co-insurance clause.

C. Any insurance carried by the Town, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy of insurance required by this Section 6.03.

D. Contractor shall provide to the Town a certificate of insurance as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify this Contract and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6.04 PERFORMANCE AND PAYMENT BONDS:

Contractor shall furnish a Performance Bond and a Payment Bond, each in the full amount of the Contract Price, as security for the faithful performance and payment of all Contractor's obligations

under the Contract Documents, including the warranty. These bonds shall remain in effect at least until two (2) years after the date of Final Completion.

PART 7. PAYMENT

7.01 PROGRESS PAYMENTS:

A. The Town shall make periodic progress payments to Contractor within seven (7) days following the Project Manager's approval of the Work completed. The Project Manager shall approve Work completed, or shall provide Contractor, in writing, the reason(s) approval was withheld, within fifteen (15) days after the Contractor's written request for approval. A progress payment shall be made only after Contractor has submitted an application for a progress payment on a form approved by the Project Manager, and if requested by the Project Manager, Contractor shall submit copies of invoices from subcontractors or supplies and partial waivers executed by each.

B. Progress payments shall be in an amount equal to ninety percent (90%) of the Work actually completed until fifty percent (50%) of the total Work on the Project, as determined by the Project Manager, is completed. Such determination shall include materials and equipment not incorporated in the Work but delivered to the Project Site and suitably stored. After fifty percent (50%) of the total Work is completed, no additional retainage shall be held. Any provision of this section notwithstanding, the Town shall not withhold any retainage amount for sums related to the procurement of insurance or bonds under the Construction Contract.

C. If Contractor fails to complete any required Work within the time period agreed between Contractor and the Project Manager, or within any time period set forth in the Contract Documents, as modified or extended, the Town is expressly authorized to withhold any progress payment for such Work until such Work is completed.

D. Whenever Contractor receives payment pursuant to this Contract, Contractor shall make payments to each of its Subcontractors of any amounts actually received that were included in Contractor's request for payment to Town for such subcontracts. Contractor shall make such payments within fifteen (15) days of receipt of payment from Town in the same manner as Town is required to pay Contractor pursuant to the Contract Documents if the Subcontractor is satisfactorily performing under its contract with Contractor. Nothing in this paragraph shall be construed to affect the retention provisions of the Contract Documents.

7.02 FINAL PAYMENT:

Upon final acceptance of the Project, the Town shall pay the Contractor the remainder of the Contract Price theretofore unpaid. Notwithstanding any other part of this Section, the Contractor agrees that the Town shall, when required by C.R.S. § 38-26-107(1), publish a "notice of final payment" in a legal Summit County newspaper prior to making final payment to the Contractor. This notice of final payment advertises the date, time, and place when final payment will be made and is intended to alert subcontractors so they can present any claims for unpaid amounts to the Town. The final payment procedure typically delays the final payment made to the Contractor of the retainage amount.

Regardless of whether "notice of final payment" is required by state statute, final payment shall not be made to the Contractor until the Town has complied with all applicable requirements of C.R.S. § 38-26-107 and all claims, if any, have been resolved to the satisfaction of the Town.

7.03 LIQUIDATED DAMAGES:

A. Because time is of the essence and delayed performance constitutes a compensable inconvenience to the Town and its residents, the liquidated damages established in this Section shall be enforced. Such damages are not a penalty. For each day Substantial Completion is delayed after the Substantial Completion date stated in the Design Build Construction Contract, as modified through approved change orders, Contractor shall be assessed the following amounts:

TWO HUNDRED DOLLARS (\$200.00) per Day, but in no event to exceed TWENTY THOUSAND DOLLARS (\$20,000.00).

B. Allowing Contractor to continue and finish the Work or any part thereof after the Substantial Completion date shall not operate as a waiver on the part of the Town of any of its rights under the Contract Documents. Any liquidated damages assessed shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the Work in the Contract Time. Liquidated damages may be deducted from any payment due Contractor or the retainage. If the liquidated damages exceed the amount owed to Contractor, Contractor shall reimburse the Town.

7.04 ORAL AGREEMENTS PROHIBITED:

This Contract is expressly subject to the provisions of C.R.S. § 29-1-110(1), and Contractor acknowledges that neither the Town nor any employee or agent thereof is authorized to expend or contract for the expenditure of any monies in excess of those appropriated by the Frisco Town Council. The Town acknowledges and agrees that sufficient funds have been appropriated to pay the Contract Price, but Contractor shall not rely upon the appropriation of any monies or other funds in addition to those already appropriated unless and until the same are lawfully appropriated by the Frisco Town Council.

7.05 MATERIALS STORED BUT NOT INCORPORATED:

Payments may be made to Contractor for materials stored on the Project site(s) but not incorporated into the Work as evidenced by invoices or cost analyses of material produced, if the material has been fabricated or processed and is ready for installation into the Project and conforms with the Contract Documents. Payments shall not exceed eighty-five percent (85%) of the price shown in the Bid Schedule or one hundred percent (100%) of the certified invoice cost of the stockpiled material, whichever is less. Payment for stockpiled materials shall not relieve Contractor of responsibility for loss or damage to the material. Payment for living plant materials or perishable materials shall not be made until the living or perishable material is made an integral part of the finished Work.

PART 8. MISCELLANEOUS

8.01 PUBLICATIONS:

Any and all publications relating to the Project and authored by Contractor or any of its subcontractors shall be submitted to the Town for its prior written approval of the content of the publication. If the Town disapproves of the content of the publication, the author shall withdraw it from publication. The term "publication" as used herein shall include articles or letters to be published in any newspaper, magazine, trade journal or other periodical.

8.02 CONFIDENTIALITY:

Any and all reports, information, data, statistics, forms, designs, plans, procedures, systems, studies and any other communication form of knowledge given to or prepared or assembled by Contractor under this Contract shall, to the extent authorized and permitted by law, be kept as confidential and not be made available by Contractor to any individual, company or organization without the prior written consent of the Town. Notwithstanding the foregoing, Contractor shall not be restricted from releasing information in response to a subpoena, court order, or legal process, but Contractor shall notify the Town in writing before responding.

8.03 INDEPENDENT CONTRACTOR:

Contractor, for all purposes arising out of this Contract, is an independent contractor and not an employee of the Town. It is expressly understood and agreed that Contractor shall not be entitled to any benefits to which the Town's employees are entitled, such as overtime, retirement benefits, worker's compensation, injury leave or other leave benefits.

8.04 CONFLICTS:

Should any conflict arise in the Contract Documents, the order of precedence is as follows:

1. Design Build Construction Contract.
2. Special Conditions.
3. General Conditions.
4. Supplemental Specifications.
5. Detailed Plans (Calculated dimensions will govern over scaled dimensions).
6. Standard Plans (Calculated dimensions will govern over scaled dimensions).

EXHIBIT B TO DESIGN BUILD CONSTRUCTION CONTRACT

REQUEST FOR PROPOSALS

**REQUEST FOR PROPOSAL
WALTER BYRON RESTROOM AND PLAYGROUND
Town of Frisco - Colorado**

SUBMISSION DEADLINE: 4:00 pm, Friday, January 17, 2020
Electronic Submissions only
Email: ChrisJ@TownofFrisco.com
Flash Drive Delivery:

ATTN: Chris Johnsen
Public Works Office
102 School Road
Frisco, CO 80443

MANDATORY PRE-BID MEETING: 1:00 pm, Wednesday, December 18, 2019
102 School Road
Frisco, CO 80443

QUESTION SUBMISSION DEADLINE: 4:00 pm, Friday, December 20, 2019
Via email to ChrisJ@TownofFrisco.com

Questions can be submitted prior to the Bidders Meeting on December 18, 2019; however, no answers will be provided and/or circulated prior to that date.

INTRODUCTION

The Town of Frisco invites qualified firms or teams of firms to submit proposals for design/build services for the Walter Byron Restroom and Playground project. The project consists of the design and construction of a year-round restroom facility and new playground area.

Conceptual plans for improvements at Walter Byron Park were developed through a comprehensive community outreach process during the summer of 2019. A final concept plan for Walter Byron was adopted by Frisco Town Council on October 8, 2019. See Exhibit B. The concept plans included a new restroom building, and redesigned hardscape areas, playground, and picnic pavilion. The final design will need to conform with the conceptual design drawn by Norris Design.

The existing restroom building, built in 1992, is approximately 500 square feet in size and contains four stalls in two gender specific rooms, a maintenance room, and a small covered

entry area. The existing building is for summer use only. The priority for a new building is driven by the desire to create a building that can be heated, insulated, and open to the public year-round, as well as to meet current building standards and ADA requirements.

The existing playground area, installed in 2003, is approximately 4,800 square feet in size. The play structures include swings, slides, and climbing features appropriate for children ages 2-10 years. The priority for redevelopment of the playground area is to install updated swing, slide, and climbing equipment in an appropriate layout, with ADA accessibility, surrounded by a concrete curb and 4' wide sidewalk designated as a trike track.

Please take the time to carefully read and become familiar with the proposal requirements. All proposals submitted for consideration must be received by the time as specified above under the "SUBMISSION DEADLINE."

BIDDERS SHOULD NOTE THAT ANY AND ALL WORK INTENDED TO BE SUBCONTRACTED AS PART OF THE BID SUBMITTAL MUST BE ACCOMPANIED BY BACKGROUND MATERIALS AND REFERENCES FOR PROPOSED SUBCONTRACTOR(S) WITH THE EXCEPTION OF THE PLAY EQUIPMENT MANUFACTURER AND INSTALLER. THE TOWN WILL APPROVE THE SELECTION OF THE PLAY EQUIPMENT MANUFACTURER AND INSTALLER DURING THE DESIGN PROCESS.

PROJECT AND LOCATION

The bid proposal is being requested for Walter Byron Restroom and Playground which is located at 10 Walter Byron Lane, Frisco, Colorado 80443.

PROJECT MANAGER CONTACT INFORMATION

Name: Chris Johnsen
Title: Grounds Foreman
Phone: (970) 418-5549
Email: chrisj@townoffrisco.com

For questions or information regarding planning and design, contact:

Name: Susan Lee
Title: Town Planner
Phone: (970) 668-2566
Email: susanl@townoffrisco.com

PROJECT OBJECTIVE

The objective and ultimate goal for this project is the design and construction of a new, year-round restroom facility and playground area at Walter Byron Park. The existing restroom was built in 1992 and is approximately 500 square feet in size. It is comprised of four toilet stalls and standard fixtures. The existing play structure was installed in 2003 and consists of swings, slides, and climbing structures. The contractor will need to demolish and remove the existing restroom facility and play structure. The Town of Frisco requests that the contractor pursue donation or reuse of the play equipment.

The new restroom facility will consist of a four stalls in two gender specific rooms with two-stalls per room, a mechanical chase and storage area, covered entrance, and outdoor water fountain. The new playground area will consist of an approximately 5,000 square foot play pit area surrounded by a 4' wide concrete sidewalk and curb, with equipment to include climbing, swing, and slide features appropriate for children ages 2-10.

Additional priorities for the project include: preserving the existing parking area, integrating the new restroom and playground areas into the existing parking lot, picnic pavilion, and pathways. It is expected that the contractor install fencing to allow the remainder of the park to remain open to the public during construction.

PROJECT SCOPE AND SPECIFICATIONS

The successful design/build team will coordinate closely with town staff to ensure the successful design and implementation of the project.

Services – The design/build team will be responsible for providing the necessary services for the successful completion of the project including, but not limited to the following:

- Provide all design and construction services to implement the goals of this project, including but not limited to architectural and landscape architectural design, civil, electrical, structural, mechanical, and geotechnical engineering services and specialty design consultants as needed. *Note: Detail design drawings will be based on the conceptual plan developed in 2019 by Norris Design*
- Provide all construction services as needed to complete the design, cost estimation, permitting, and construction processes including scheduling, project administration, and management.
- Oversee the coordination of design development, cost estimation, and pricing with town staff to ensure project goals are being met.
- Manage and perform all construction services including permitting, scheduling, budget oversight, and the construction process. *Note: Permit fees will be covered by the town however the permit submittal and management will be the responsibility of the selected design/build contractor.*
- Effectively coordinate and communicate design and construction activities with town staff throughout the process.

Scope – The successful contractor will be solely responsible for the turnkey delivery of the Walter Byron restroom building, playground facility, and associated site work.

Restroom Building –

The restroom building will meet all Frisco Town Code development requirements and 2018 International Building Code standards including ADA requirements.

- **Size** – The rest room building should contain, at a minimum, two gender specific rooms with two toilet stalls each with adequate space to meet all applicable building codes and ADA accessibility requirements. The building should also contain a mechanical/storage room to access plumbing and mechanical equipment.
- **Foundation** – The existing building is constructed on a pier foundation, with caissons 40” deep. The new restroom building may require a similar foundation type. *Note: High water table may be present at the project site. It is the responsibility of the contractor to retain the services of a qualified geotechnical engineer to perform soil and ground water testing and incorporate appropriate foundation and building designs pursuant to their recommendations.*
- **Exterior Finish** – Building design and materials must meet Frisco Town Code Section 180-6.21 Non-Residential Development Standards. The recently built well house on the Frisco Peninsula Recreation Area, located at 612 Recreation Way, can be used as an example of the type and style of exterior finish materials to be used.
- **Interior Finish and Fixtures** – The building should contain a minimum of three toilets, one urinal, two hand wash basins with faucets, hand dryers, automatic door lock system, a mop sink in the mechanical/storage room, and a water fountain/bottle filling station on the building exterior. The Marina Park restroom building, located at 249 Marina Road, can be used as an example of the type and style of the interior finish expected.
- **Site and Hardscape** – Staff will work with design team to develop a plan for hardscape elements that will tie into existing parking areas, trails, paved pathways, and site features. Site work will include the demolition and removal of the existing building, all excavation associated with construction, foundation work, underground drainage, surface drainage, and water quality improvements. Hardscape elements will include concrete curb and sidewalk around the play pit area as well as other hard surfacing necessary to tie into the existing site features. The contractor is responsible for safety fencing surrounding the construction site while any construction or staging work is taking place. It is the town’s intent to keep areas of the park not impacted by the restroom and playground construction to remain open and accessible to the public during the project. The parking area may be fenced off and utilized for staging purposes. Any damage to hardscape surfaces will be repaired by the contractor prior to completion.

Playground and Hardscape Areas –

The playground area improvements should confirm to the general size, layout, and types of equipment shown on the Norris Design conceptual design dated October 8, 2019. Town staff will work closely with the contractor to solicit designs and bids from qualified playground equipment manufacturers. It is the town's intent to allow the community to weigh in on the final selection of playground equipment. The Town will facilitate the community outreach process. Town staff will make the final selection on the play equipment provider and installer. It is anticipated that approximately \$250,000 of the budget should be set aside for the play equipment, surfacing and installation. Town staff are currently pursuing grant funding to supplement the playground equipment budget.

Additional Items –

- The contractor is responsible for coordinating with all code requirements with Town of Frisco and jurisdictions having authority including but not limited to: Summit Fire, and Frisco Sanitation.
- The contractor is responsible for coordination with all sub-contractors required to provide a complete and functional project.
- The contractor is responsible for coordination of all inspections, materials testing, permitting, etc. *Note: High water table may be present at the project site. It is the responsibility of the contractor to retain the services of a qualified geotechnical engineer to perform soil and ground water testing and incorporate appropriate foundation and building designs pursuant to their recommendations.*

Exhibits –

- Exhibit A: Final Conceptual Plan for Walter Byron Park dated October 8, 2019
- Exhibit B: Exterior Photo of 612 Recreation Way for exterior finish comparison
- Exhibit C: Interior Photo of 249 Marina Road for interior finish comparison

ADDITIONAL REQUIREMENTS

- Pre-Proposal Inspection - Each candidate is responsible for inspecting the site as to the conditions under which he/she shall be obliged to operate or that shall in any manner affect the cost, progress or performance of the Work. Neglect of this requirement will not be accepted as a cause for delay or adjustment in fee.
- Withdrawal of Proposal - No proposal shall be withdrawn for a period of sixty (60) calendar days after the Proposal deadline.
- Safety – The successful candidate is responsible for administering and enforcing a project safety program in accordance with local, state, and federal requirements.
- Debris – Successful candidate is responsible for disposal of all refuse generated by their work **daily** and is responsible for prudent protection. Any damage caused

by the performance of the candidate's work will be the candidate's responsibility to repair.

- Protection of Premises – Contractor is responsible for protection of all surfaces adjacent to the construction area or that may be damaged during construction activities. These areas include, but are not limited to, parking surfaces, landscaping and driving surfaces, and existing buildings and structures. The contractor is expected to prudently protect such areas to prevent damage. The contractor shall be responsible for any and all repairs to existing finishes in order to bring them back to pre-construction conditions.

SCHEDULED TIMELINE

The following timeline has been established to ensure that our project objective is achieved; however, the following project timeline shall be subject to change when deemed necessary by management.

MILESTONE

DATE

RFP Issued:	Wednesday, December 4, 2019
Mandatory Pre-Bid Meeting:	Wednesday, December 18, 2019
Bid Question Deadline:	Friday, December 20, 2019
Response/ Final Addendum Issued:	Friday, January 3, 2020
Submittals Due:	Friday, January 17, 2020
Candidate Interviews:	Friday, January 24, 2020
Selection Notification:	Tuesday, January 28, 2020
Notice of Award and Council Approval:	Tuesday, February 11, 2020
Notice to Proceed:	Wednesday, February 12, 2020
Kickoff Meeting with Project Team:	Wednesday, February 19, 2020
Project Completion Deadline:	Saturday, October 31, 2020

PROPOSAL BIDDING REQUIREMENTS

Submittals will be reviewed by a selection committee to determine which candidate offers the best value to the Owner. Please organize your RFP response using the following outline. Separate each section with dividers or tabs using the appropriate section labels.

SECTION 1 – LETTER OF INTEREST

A maximum one-page letter of interest that includes a synopsis of the firm, business

principals, distinguishing characteristics, approach to completing this project, primary contact information, and signed by the principal- in-charge. Include in the introductory information a description of your team's legal structure: integrated Design/Builder, Joint Venture, Limited Liability Corporation, Prime-Sub-Contractor or others. If a Joint Venture provide a copy of your Joint Venture agreement in addition.

SECTION 2 – TEAM STRUCTURES, EXPERIENCE AND RESUMES

Organizational Chart: Please provide a team organizational chart showing each proposed team member, their associated role and their anticipated time commitment throughout the project. The town reserves the right to determine the acceptability of these individuals.

Resumes & Reference Letters: Provide resumes for each proposed team member, highlighting recent design/build and construction experience and including references. Provide reference letters for each of the key team members

Team Structure: Describe the proposed contractual relationship between firms (if multiple) and describe how the firms will be coordinated and work will be managed. In addition, please identify what work the team intends to self-perform and what work will be subcontracted to other companies.

Team Integration: Describe the interactions within the team and with the town during design and construction. Provide information on how your design/build team will manage communication between team members, the town, and sub-contractors.

Example Projects: Provide up to three (3) examples of relevant project experience, in progress or completed by your proposed team members during the past five years. Please identify which proposed team member was on the project listed and what their role was on that project.

- Please focus on projects that best represent your experience with similar projects such as work completed in the area, work completed in similar regions, and work completed with the design/build team.
- The team should explain and provide examples of relevant design/build experience. The town may consider previous design/build experience strength regardless of project type. Similarly, the town may consider previous recent teaming experience as added value with the more relevant the experience receiving the most credit.
- Please provide size of project, cost, budget, start and completion dates of design and construction.
- Provide contact information for the project Owner as well as the Owner's Representative (if there was one).
- Please provide a brief description of similarities to this project and any unique lessons learned that will be applied.

SECTION 3 – PROJECT APPROACH

Please describe your firm or organization's philosophy and experience with design/build projects and what you do to ensure best value to the town. In your response, please address the following:

- Briefly describe the benefits to the town of the design/build process and what your firm does to maximize those benefits. Please use examples.
- Describe the role and interaction of the design team with the construction team throughout the project. Provide information on how your design/build team will manage interaction of team members; town comments, and the design team's involvement throughout construction.
- Describe your Team's approach to the building architectural design and how you provide a design that is appropriate for the community and incorporates the specific needs of the town.
- Describe the process for submittal review, requests for information and change order requests and how and when you interface with the town's representative.
- Describe your process for project closeout including as-builts, final commissioning, warranties, and O&M's. Discuss how you intend to provide a functional final product within any schedule constraints that may occur.

SECTION 4 – SCHEDULE

Provide a detailed schedule, including milestones and opportunities for town staff and community input from the notice to proceed date through post-occupancy services. Provide a brief narrative of anticipated schedule risks and your ability to mitigate them as well as any ability your schedule allows to address unforeseen risks or delays. Additionally, discuss the ways you intend to react to potential delays if they affect project schedule.

SECTION 5 – COST

The proposal shall include proposed fees the contractor anticipates based on the plans and information presented in this RFP. Fees should be based as much as possible on unit prices where units are noted, or as a lump sum where appropriate. Include bonding costs in fee proposal, as well as any other costs anticipated.

Selection and Contracting Provisions

Right to Reject any and All Proposals – Failure of the candidate to provide any information requested in the RFP may result in the disqualification of the submitted proposal. The town reserves the right to select any or reject any and all submissions in its best interest. The town also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, the Owner also

reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful candidate.

Withdrawal of Bids – No bid may be withdrawn for a period of sixty (60) calendar days after the bid due date.

Insurance Requirements – The selected firm will be required to maintain insurance at or above the limits listed in the standard Town of Frisco Contract, Exhibit A.

Verification of Information - Candidates are hereby notified that the town will rely on the accuracy and completeness of all information provided in making its selection. As such, candidates are urged to carefully review all information provided to ensure clarity, accuracy and completeness of such information. As the town deems necessary and appropriate in its sole discretion, the town reserves the right to make any inquiries or other follow up required to verify the information provided. The town reserves the right to select any or reject any and all submissions in their best interest.

Disclosure of Information - All submissions and other materials provided or produced pursuant to this RFP may be subject to the Colorado Open Records Law, CRS 24/72/201 ET. Seq. As such, candidates are urged to review these disclosure requirements and any other exceptions to disclosure of information furnished by another party and, prior to submission to the Town of Frisco, appropriately identify materials, which are not subject to disclosure. In the event of a request by the town for disclosure of such information, the town shall advise the candidate of such request to give the candidate an opportunity to object to the disclosure of designated confidential materials furnished to the town.

Discrimination in Employment - In connection with the performance of work on this project the selected Design Build Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Service Provider further agrees to insert the foregoing provision in all subcontracts hereunder.

Applicable Laws - This selection process and the performance of any selected shall be subject to, governed by and construed in accordance with applicable Federal Laws, the laws of the State of Colorado, and other applicable regulations as the same may be amended from time to time.

Cost of Developing Qualifications - Any costs associated with developing qualifications, preparing for and attending an interview is the sole responsibility of the Service Provider. The town assumes no liability for any costs incurred throughout the entire selection process.

Qualification Ownership - All qualifications, including attachments, supplementary materials, sketches, etc. shall become the property of the town and will not be returned

to the candidate.

Addenda - As the town may require, addenda may be issued to supplement this RFP. All candidates in receipt of the RFP are considered registered. The list of registered participants will be used to issue all communications regarding this RFP, including formal addenda and date changes. It shall be conclusively presumed that each candidate submitting a response has received all subsequent communications relating to the project. Candidates will be responsible for all such information issued by this method.

Assignment - The successful Candidate is prohibited from assigning or subcontracting the whole or any part of the contract without the prior written consent of the town.

Contract – The successful firm will be required to enter into a written contract with the town in a form acceptable to the town.

PROPOSAL SELECTION CRITERIA

Only those proposals received by the stated deadline will be considered. All proposals, submitted by the deadline, will be reviewed and evaluated based upon information provided in the submitted proposal. In addition, consideration will be given to cost and performance projections. Furthermore, the following criteria will be given considerable weight in the proposal selection process:

- Proposals received by the stipulated deadline must be in the correct format.
- Bidder's alleged performance effectiveness of their proposal's solution regarding the Project Objective of Town of Frisco.
- Bidder's performance history and alleged ability to timely deliver proposed services.
- Bidder's ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.
- Overall cost effectiveness of the proposal.

Town of Frisco shall reserve the right to cancel, suspend, and/or discontinue any proposal at any time they deem necessary or fit without obligation or notice to the proposing bidder/contractor.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm)_____

(Address)_____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm)_____

(Address)_____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Design Build Construction Contract with the Owner, dated the _____ day of _____, 20____, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if shall satisfy all claims and demands incurred under such Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void;

Otherwise the Principal and Surety shall have the following obligations:

1. If Owner is not in Default under the Construction Contract, Surety's obligation under this Bond shall arise after:

1.1 Owner has notified Principal and Surety at its address listed herein that Owner by seven days' written notice intends to terminate the services of Principal or otherwise declare Principal to be in default of its obligations under the Construction Contract; and

1.2 Owner has declared Principal to be in Default and formally terminated Principal's right to complete the Construction Contract; and

1.3 Owner has agreed to pay the Unpaid Balance of the Contract Price to Surety in accordance with the terms of the Construction Contract or to a Principal selected to perform the Construction Contract in accordance with the terms of the Construction Contract with Owner.

2. When Owner has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take one of the following actions:

2.1 Arrange for Principal, with consent of the Owner, to perform and complete the Construction Contract; or

2.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent Principals; or

2.3 Obtain bids or negotiated proposals from qualified Principals acceptable to Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by Owner and the Principal selected with Owner's concurrence, to be secured with the performance and payment bonds executed by a qualified Surety equivalent to the Bonds issued on the Construction Contract, and pay to Owner the amount of damages as described in paragraph 4 in excess of the Unpaid Balance of the Contract Price incurred by Owner resulting from the Principal's Default; or

2.4 Waive its right to perform and complete, arrange for completion, or obtain a new Principal and with reasonable promptness under the circumstances, after investigation, determine the amount for which it is liable to Owner and, as soon as practicable after the amount is determined and approved by Owner, tender payment therefor to Owner.

3. If Surety does not proceed as provided in paragraph 2 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in subparagraph 2.4 and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice, Owner shall be entitled to enforce any remedy available to Owner.

4. After Owner has terminated Principal's right to complete the Construction Contract, and if Surety elects to act under subparagraph 2.1, 2.2, or 2.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Principal under the Construction Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the unpaid balance of the Contract Price and to mitigation of costs and damages on the Construction Contract, Surety is obligated without duplication for:

4.1 The responsibilities of Principal for correction of defective work and completion of the Construction Contract; and

4.2 Additional legal, design professional and delay costs resulting from Principal's Default, and resulting from the actions or failure to act of Surety under paragraph 2; and

4.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Principal.

5. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

6. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Principal to be in default or within two years after Principal ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

7. Any notice to the parties required under this Bond 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 e-mail addresses may be provided for convenience only.

OWNER: The Town of Frisco
 Project Manager: Chris Johnsen
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

8. This Bond is to be governed by the laws of the State of Colorado.

9. Definitions.

9.1 Unpaid Balance of the Contract Price: The total amount payable by Owner to Principal under the Construction Contract after all proper adjustments have been made, including allowance to Principal of any amounts received or to be received by Owner in settlement of insurance or other claims for damages to which Principal is entitled, reduced by all valid and proper payments made to or on behalf of Principal under the Construction Contract.

9.2 Default: Failure of the Principal or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

PRINCIPAL

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

Address: _____

(Corporate Seal)

SURETY

ATTEST:

Surety: _____

By: _____

By: _____

Attorney-in-Fact: _____

Title: _____

Address: _____

(Surety Seal)

NOTE: Date of Bond must not be prior to date of Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bond unto the Town of Frisco, Colorado, a municipal corporation, hereinafter referred to as "the Owner", in the amount of _____ Dollars in lawful money of the United States, whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, to the Owner to pay for labor, materials and equipment furnished for use in the performance of that certain Design Build Construction Contract with the Owner, dated the ____ day of _____, 20__, for the performance of certain Work (the "Construction Contract"), which is by reference made a part hereof.

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in the Construction Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, repairs on machinery, equipment and tools, consumed, rented or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor performed in such work, whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER,

1. That Surety shall have no obligation to Claimants under this Bond until:
- 2.

1.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

- 1.2 Claimants who do not have a direct contract with Contractor:

1.2.1 Have furnished written notice to Contractor and sent a copy, or notice thereof to Owner, up to and including the date of final settlement under the Construction Contract, stating with substantial accuracy the amount of the claim and the name of the party to whom materials were furnished or supplied or for whom labor was done or performed; and

1.2.2 Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor has indicated the claim will be paid directly or indirectly; and

1.2.3 Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

2. If a notice required by Section 1 is given by Owner to Contractor or to Surety, that is sufficient compliance.

3. When a Claimant has satisfied the conditions of paragraph 1, Surety shall promptly and at Surety's expense take the following actions:

3.1 Send an answer to the Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

3.2 Pay or arrange for payment of any undisputed amounts.

4. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

5. Amount owed by Owner to Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under the Construction Performance Bond. By Contractor's furnishing and Owner's accepting this Bond, they agree that all funds earned by Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

6. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

7. Surety hereby waives notice of any change, including changes to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Owner declares Contractor to be in default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to Sureties in the State of Colorado shall be applicable.

9. Any notice to the parties required under this Bond 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 e-mail addresses may provide for convenience only.

OWNER: The Town of Frisco
 Project Manager: Chris Johnsen
 P.O. Box 4100
 Frisco, CO 80443

PRINCIPAL: _____

SURETY: _____

10. This Bond is to be governed by the laws of the State of Colorado.

11. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

12. Definitions.

12.1 Claimant: Any person, partnership, or corporation, or other entity that has furnished labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by Contractor or its Subcontractor in or about the performance of the Work under the Construction Contract, or that supplies laborers, rental machinery, tools, or equipment to the extent used in the prosecution of the Work, or architectural and engineering services required for performance of the Work of the Contractor and the Contractor's Subcontractors.

12.2 Default: Failure of the Contractor or Owner, as the case may be, that has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this _____ day of _____, 20_____.

ATTEST:

By: _____

Title: _____

(Corporate Seal)

PRINCIPAL

By: _____

Title: _____

Address: _____

ATTEST:

By: _____

Attorney-in-Fact: _____

(Surety Seal)

SURETY

Surety: _____

By: _____

Title: _____

Address: _____

NOTE: Date of Bond must not be prior to date of the Construction Contract and Surety must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

NOTICE TO PROCEED

Date:

Re: _____

Dear _____:

This letter is your Notice to Proceed, effective as of the date of this letter. This notice is in reference to the Design Build Construction Contract between you and the Town of Frisco concerning _____.

Please note that the Work shall commence within ten (10) days from the date of this letter, and that the Work shall be substantially completed within _____ days from the date of this letter.

Should you have any questions, please call me at (____) ____-____.

Sincerely,

Title: _____