

**THE CURRENT COUNCIL PACKET MAY BE VIEWED BY GOING TO THE TOWN OF FRISCO  
WEBSITE AT [HTTP://WWW.FRISCOGOV.COM/GOVERNMENT/TOWN-COUNCIL](http://www.friscogov.com/government/town-council)**

**RECORD OF PROCEEDINGS  
WORK SESSION MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
DECEMBER 13, 2016  
3:15PM**

Agenda Item #1: Unified Development Code Work Session 3:15pm

Agenda Item #2: Galena Street Workforce Housing Update 5:15pm

**RECORD OF PROCEEDINGS  
REGULAR MEETING AGENDA OF THE  
TOWN COUNCIL OF THE TOWN OF FRISCO  
DECEMBER 13, 2016  
7PM**

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

**Call to Order:** Gary Wilkinson, Mayor

**Roll Call:** Gary Wilkinson, Jessica Burley, Kim Cancelosi, Rick Ihnken, Dan Kibbie, Hunter Mortensen, and Deborah Shaner

**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 and Council Updates:**

**Presentation:**

Frisco's Finest Award  
Eagle Award for Peak One Neighborhood, Housing Colorado

**Consent Agenda:**

Minutes November 8, 2016 Meeting  
Warrant List  
Purchasing Cards

HBL Consulting - IT Support Contract Renewal  
Randy Ready Town Manager Contract

**Old Business:**

Agenda Item #1: Second Reading, Ordinance 16-05, an Ordinance Authorizing the Sale of: Certain Real Property Owned by the Town and Legally Described as Lots 3 and 4, Block 11, Frisco Townsite, also known as 518 Main Street and as the "Staley House" Property. STAFF: BILL EFTING 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

Agenda Item #2: Second Reading, Ordinance 16-08, an Ordinance Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the Town of Frisco, Colorado for the 2016 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

**Adjourn:**



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BILL EFTING, TOWN MANAGER**  
**RE: TOWN MANAGER REPORT**  
**DATE: DECEMBER 13, 2016**

**Work Session Agenda Items:**

- Joyce Allgaier will be updating Council on the status of our Unified Development Code work.
- Staff and Tom Connolly will be updating Council on our Galena Street project.

**New Business:**

- Second Reading on the sale of 518 Main (Staley House)
- Second Reading of Ordinance 16-08, an Ordinance appropriating additional sums of money to defray expenses in excess of amounts budget for 2016

**Other Items:**

- December 13<sup>th</sup> will be your only meeting in December, your next scheduled meeting will be on January 10<sup>th</sup>.
- Randy Ready has signed his contract and will start on Monday, January 16<sup>th</sup>. Staff is working hard on his transition.



MEMORANDUM

P.O. BOX 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: BILL GIBSON, ASSISTANT DIRECTOR**  
**RE: COMMUNITY DEVELOPMENT DEPARTMENT (CDD) REPORT**  
**DATE: DECEMBER 13, 2016**

**Department Updates:** The Town of Frisco has renewed its membership with the U.S. Green Building Council (USGBC), an organization whose mission is to establish healthy, efficient and equitable buildings and communities for everyone, world-wide. They are a leader in advancing the latest innovative building practices and by joining, the Community Development Department has committed to providing its staff members the opportunity to become certified LEED Green Associates, demonstrating a comprehensive understanding of the most current green building principles and practices. Community Development believes this education will help forward the Town of Frisco's goals in achieving a more sustainable community.

**Planning Commission Activities:** The Planning Commission's November 3, 2016, meeting agenda included the following item(s):

**Work Session Items:**

1. Planning File No. 248-16-SK: A sketch plan review of the proposed Breeze Thru Car Wash commercial project located at 857 North Summit Boulevard / Lot B-1, Ten Mile Subdivision. Applicant: Wenga LLC, represented by AGPROfessionals.

The Planning Commission takes no formal action on sketch plan applications, but provides the applicant suggestions and feedback.

2. Planning File No. 262-16-SK: A sketch plan review of the Excelsior Mines Condominiums multi-family residential project (27 new dwelling units) located at 120, 122, 200, and 208 Galena Street / Lots 22, 23, and 24R, Block 2, King Solomon 1st Addition and Lots 13R, 14, 15, and 16, Block 7, Frisco Townsite. Applicant: Lawrence Feldman, Town Centre, Ltd. (dba Excelsior Mines Condominiums)

The Planning Commission takes no formal action on sketch plan applications, but provides the applicant suggestions and feedback. The applicant withdrew this application.



### Public Hearing Items:

1. Planning File No. 188-16-DA: A public hearing for a development application for the Kum & Go commercial project (gas station and convenience store) located at 55 Lusher Court / Lot 2B, a Resubdivision of Lot 2, Block A, Discovery Interchange West Subdivision. Applicant: Ryan Halder, Kum & Go LC

The Planning Commission tabled this item to December 1, 2016.

The Planning Commission's November 3, 2016, meeting agenda included the following item(s):

### Work Session Items:

1. Historic Preservation – A discussion about general historic preservation practices and a discussion about the review process for Historic Overlay District rezonings and associated development application proposals.

### Public Hearing Items:

1. Planning File 091-16-DA: A public hearing for a Development Application for the construction of a detached garage with an upper story residential dwelling unit, located at 310C Creekside Drive/Lot 3C, Provost Townhomes. Applicant: Susanne Johnston, represented by Patrick Heise, Architect

The Planning Commission tabled this item to December 15, 2016.

### Planning Division Activities:

Administrative planning applications approved last month: 20

Small Project	Kathryn Marrone	104B Miners Creek Road
Sign Permit	Outer Range Brewing	182 Lusher Court, Unit 2
Modification to Approved Development Application	Todd Hebebrand	205 Miners Creek Road
Exterior Finish	Renewal By Anderson	807 Lakepoint Court, Unit A
Exterior Finish	SBR Inc.	727 Meadow Creek Drive, Unit C
Modification to Approved Development Application	Alden Sanchez	600A Little Chief Way
Modification to Approved Development Application	Jenny Hammock	1010 Meadow Drive
Tenant Finish	Lawrence Feldman	116 South 5th Avenue
Banner Permit	Gonzo's Coffee	710 North Summit Boulevard, Unit 101
Sign Permit	Wells Fargo	842 North Summit Boulevard, Unit 21
Exterior Finish	Gregory Door & Window	300A North 5th Avenue
Banner Permit	Frisco Thrift & Treasure	107 South 6th Avenue
Banner Permit	Pioneer Sports	842 North Summit Boulevard, Unit 11A/B
Exterior Finish	Clark Rothery	801 Ten Mile Drive

Sign Permit	Frisco Plaza	805-849 North Summit Boulevard
Modification to Approved Development Application	Dan McCreery	1 Alpine Drive
Small Project	Stacy Titus	306C Creekside Drive
Sign Permit	Taco Bell	865 North Summit Boulevard
Modification to Approved Development Application	Outer Range Brewing	182 Lusher Court
Outdoor Commercial Establishment	Gregory Lamoureux	107 South 6th Avenue

### **Building Division Activities:**

Permits issued last month included the following:

- Building Permits: 12
- Plumbing & Mechanical Permits: 20
- Electrical Permits (issued by Summit County): 13

Valuation of permits issued last month: \$598,755

Inspections performed last month: 146 (49 re-inspections)

Rapid Review Wednesday customers assisted last month: 36 (16 in a single week)

Certificates of Completion / Certificates of Occupancy issued last month: 7

Including the following:

- Chuck & Don's Pet Food & Supplies at 226 Lusher Court
- Four residential dwelling units at 481 West Main Street, Building B

## Photographs



New single-family residence at 139 Lupine Lane



Addition and remodel at 25 Hawn Drive



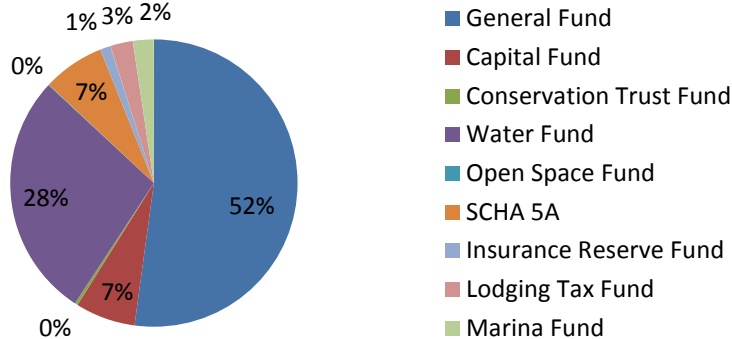
Addition and remodel at 205 Miners Creek

## FINANCE REPORT - CASH POSITION OCTOBER 16

### LEDGER BALANCES:

General Fund	\$8,779,964.07
Capital Fund	\$1,137,669.29
Conservation Trust Fund	\$57,736.37
Water Fund	\$4,656,816.13
Open Space Fund	\$11,744.73
SCHA 5A	\$1,166,536.57
Insurance Reserve Fund	\$200,093.39
Lodging Tax Fund	\$429,025.81
Marina Fund	\$395,193.79
<b>TOTAL</b>	<b>\$16,834,780.15</b>

### Cash Percentage of Total Ledger

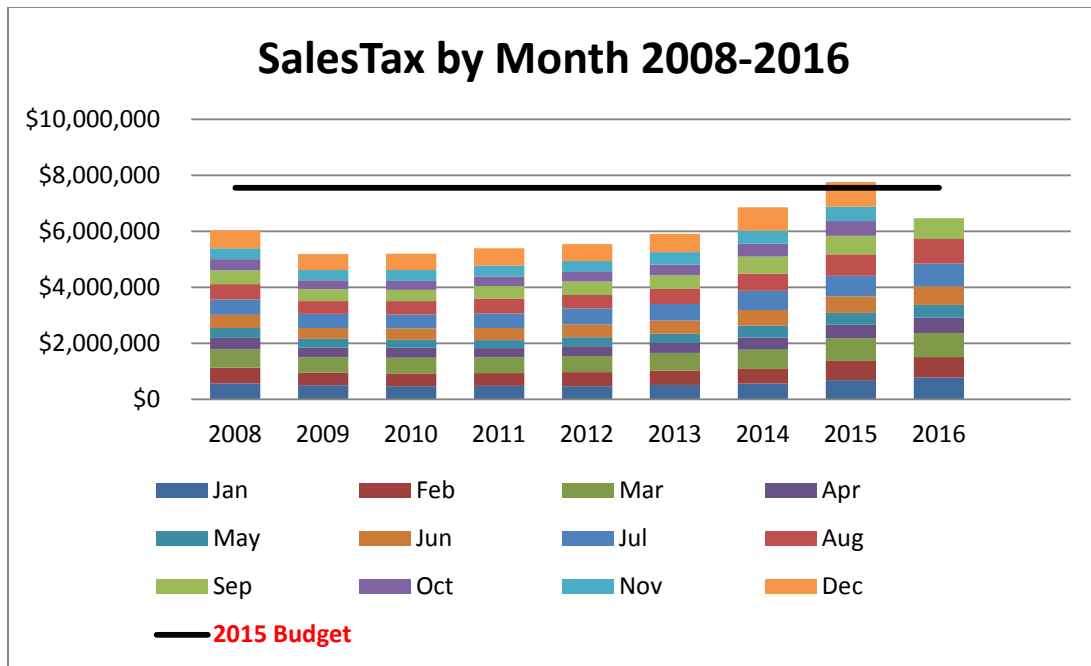


### ALLOCATION OF FUNDS:

Wells Fargo Bank West NA - Operating Account Bank Balance	\$1,552,891.64
Wells Fargo Bank West NA - Payroll Account Bank Balance	(\$2,094.81)
Wells Fargo Bank West NA - Accounts Payable Bank Balance	(\$161,469.65)
DIT Cash Clearing Account	\$70,115.39
Wells Fargo Savings Acct.	\$1,109,279.45
Colotrust Plus	\$9,128,409.21
CSAFE	\$772,032.82
CSIP	\$503,546.06
Solera National Bank Savings	\$1,375,078.52
Alpine Bank CD	\$268,729.52
FirstBank CD	\$264,417.65
Wells Fargo CD	\$2,529.93
Flatirons Bank CD	\$249,607.67
SIGMA Securities	\$971,646.75
McCook National Bank CD	\$250,000.00
Mountain View Bank of Commerce CD	\$240,000.00
Coastal Securities	\$240,060.00
<b>TOTAL</b>	<b>\$16,834,780.15</b>

**TREASURER'S REPORT**  
**FUND SUMMARIES - OCTOBER 2016**

Department	2016 Budget	Year to Date	% of Budget
<b>General Fund:</b>			
Revenues	\$11,477,502	\$9,844,360	85.8%
Expenditures	\$11,255,955	\$7,918,354	70.3%
<b>Capital Fund:</b>			
Revenues	\$2,607,729	\$1,257,976	48.2%
Expenditures	\$3,638,497	\$2,955,348	81.2%
<b>Conservation Trust Fund:</b>			
Revenues	\$26,100	\$24,272	93.0%
Expenditures	\$53,000	\$35,240	66.5%
<b>Water Fund:</b>			
Revenues	\$1,118,500	\$857,720	76.7%
Expenditures	\$1,583,066	\$534,445	33.8%
<b>Open Space Fund:</b>			
Revenues	\$200	\$60	30.2%
Expenditures	\$0	\$0	0.0%
<b>SCHA 5A Fund:</b>			
Revenues	\$221,500	\$253,560	114.5%
Expenditures	\$45,000	\$38,588	85.8%
<b>Insurance Reserve Fund:</b>			
Revenues	\$600	\$1,027	171.2%
Expenditures	\$65,000	\$0	0.0%
<b>Lodging Tax Fund:</b>			
Revenues	\$441,850	\$411,438	93.1%
Expenditures	\$482,139	\$306,821	63.6%
<b>Marina Fund</b>			
Revenues	\$1,062,750	\$1,440,810	135.6%
Expenditures	\$1,013,559	\$809,873	79.9%
<b>83% OF THE FISCAL YEAR HAS ELAPSED</b>			

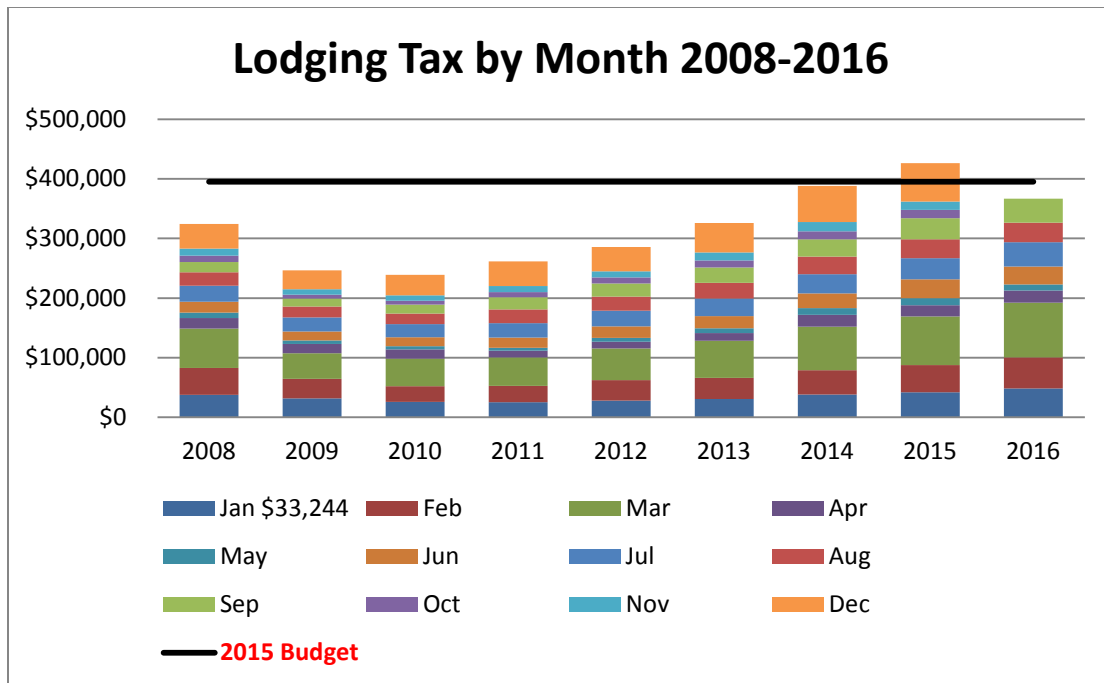


September sales tax receipts posted an incredibly robust 12.39% growth percentage over September of 2015, or \$82,048 in actual dollars. Twelve of our 17 categories exhibited growth in September. Year-to-date, growth over the last year continues to exceed expectations at 10.78%, or \$628,815. For the year so far, 15 of our 17 categories are experiencing growth.

The most significant growth in September, in terms of actual dollars, was exhibited in the Grocery, Restaurants and Home Furnishings categories. The rising tide of strong national, state and local economies, along with the resulting increases in employment, tourism and ancillary spending, had the most significant impact on those categories. New businesses that have opened since September of last year, including Natural Grocers, Which Wich, the new Starbucks location (which is generating more sales than the old location), and Denver Mattress, for example, also significantly impacted those three categories. Population and employment growth within Summit County and in Frisco, along with the clustering of grocery options in town, also appear to be having a larger impact on sales tax revenues than ever before.

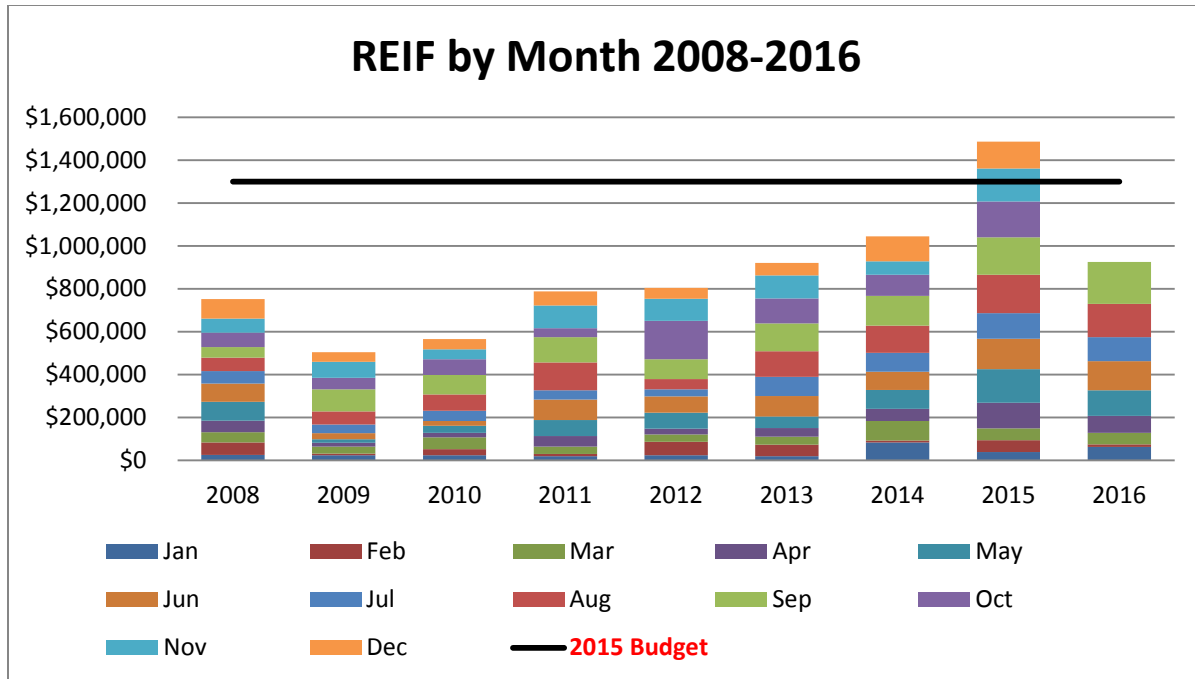
The most significant declines in September, in terms of actual dollars, were exhibited in the Home Improvement, Arts & Crafts and Recreation categories. Home Improvement category decline was more the result of an incredibly strong September of 2015 and typical ups and downs in large purchases. Arts & Crafts decline was the result of Art on Main (an August event) sales tax filings being received a month late in 2015. Recreation decline was largely the result of one outstanding significant collection of county sales tax on the state level, and 2015 outstanding collections that were brought current and reported in the September 2015 reporting period.

All in all, September was a very strong month in terms of overall sales tax revenue growth for the Town, especially when viewed in comparison to a record-setting 2015. Staff confident that budgeted revenues for 2016 will be met and/or exceeded.



Lodging tax, also posted a very strong month, for many of the same reasons as city sales tax. September continues to gain on August in lodging tax revenues generated, another indication that the off-season for tourism, both in Frisco and in mountain resorts across the country, is shrinking.

Year-to-date through September is up 9.80% or \$32,748 compared to Y-T-D 2015. For the month of September, revenues are up 14% or \$4,997 compared to September 2015.



Real estate investment fee revenues, somewhat unexpectedly considering the dearth in inventory, surged back in October, posting the strongest month in Frisco history for REIF generation. The huge growth in October was due to both volume and to a number of \$1 million plus sales of real property, including a transfer of commercial property for over \$7 million. After declines over the prior year from February through August, September and October have now vaulted year-to-date totals to almost even with 2015. Staff now believes that these revenues will meet and/or exceed the original budget.

Year-to-date through October is down 0.98% or \$11,830 compared to Y-T-D 2015. The actual year-to-date dollar amount is \$1,195,691 compared to \$1,207,521 Y-T-D 2015. For the month of October, revenues are up 61.65 % or \$103,332 compared to October 2015.



REIF REPORT - OCTOBER 2016		
SELLER'S LAST NAME	BUYER'S LAST NAME AND ADDRESS	REIF AMOUNT
PERRY	TIMMERMANS, 1509 POINT DRIVE, #104	4200.00
FT&FR ENTERPRISES LLP	CLOUDT, 965 NORTH TEN MILE DRIVE, #A6	3950.00
LOVINGER	TONYAN, 310 SOUTH EIGHTH AVENUE, UNIT 2	7750.00
FRISCO RE I LLC	PALM SPRINGS SHADOWS LP, 970 NORTH TEN MILE DRIVE	71970.00
ALLAN	CAREY/TRESSELT, 400C BAYVIEW DRIVE	3950.00
HENRIKSON	NORDECK, 107 MINERS CREEK	8310.00
WRIGHT	DUNN, 901 FRISCO STREET, UNIT E	4480.00
SPENCER/STRADER	EISEMAN, 1650 LAKEVIEW TERRACE, #204E	4067.33
BELFRISCO LLC	ADAMS, 508 SOUTH SEVENTH AVENUE	9925.00
NEFF	HASTERT/HARRISON, 1101 9000 DIVIDE ROAD, UNIT 208	6300.00
METZGER	DAMODAN HOLDINGS LLC, 118 SOUTH FIFTH AVENUE, UNIT 1	10250.00
JOHNSON	KEENAN, 9 MOUNT ROYAL DRIVE, UNIT N	6499.00
KOENIG TRUST	KOENIG, 670 SOUTH SEVENTH AVENUE, BLDG E, UNIT 229	1300.00
HAMBLIN	FALLON, 204 ALPINE DRIVE	6590.00
BUGLIONE/KIRKWOOD	FREDERICK/POTTLE, 915 LAKEPOINT CIRCLE, #B	7237.50
POTTLE	DUDLEY, 951 LAKEPOINT DRIVE, #C2	5400.00
CRAWFORD	LYON, 141 ALPINE DRIVE, UNIT E	4390.00
B.C.D.E.R. LLC	AJ BATES LLC, 33 MOUNT ROYAL DRIVE	6740.00
BILISOLY	KOGLMEIER, 742 LAGOON DRIVE, UNIT B-742	3650.00

ISAAC	PRESCOTT, 160 CREEKSIDE DRIVE, UNIT 18C	3849.00
216 TELLER TRUST	WAGNER, 216B SOUTH FIFTH AVENUE	3876.50
VETTERS/LOPEZ	FOX/SWAGER, 570 BILLS RANCH ROAD, UNIT 255	3950.00
WEINMAN	KELLER, 407B GALENA STREET	12580.00
STARRITT	HUDDY, 400 WEST MAIN STREET, UNIT 207	3600.00
RUBINOW	SK RUBINOW FAMILY TRUST, 1507 POINT DRIVE, UNIT C1507-202	0.00
KELLNER	ANDRISH, 110 FIRST AVENUE, UNIT B	8125.00
ANDRISH	MOSGERGER-TANG, 75 GALENA STREET, UNIT 202A	5340.00
MARKOW	HANDELMAN, 401 GRANITE STREET	9950.00
FLEENER TRUSTS	O'DONNELL/DELAFLANE, 108 SILVERBELL COURT	11200.00
NELL	WARE, 101 EAST MAIN STREET, UNIT 302	5500.00
WALLACE	HOFMEISTER, 515 WOODEN CANOE LANE	17000.00
BOBZIEN	MILLER, 222 CREEKSIDE DRIVE, UNIT 215	3490.00
EBY	TITUS, 121 GALENA STREET, UNIT B	5524.15
YOUNG	SAKATA, 16 RECEN ALLEY	0.00

270,943.48



MEMORANDUM

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

**TO: MAYOR AND TOWN COUNCIL**  
**FROM: VANESSA AGEE, MARKETING AND COMMUNICATIONS DIRECTOR**  
**RE: MARKETING AND SPECIAL EVENTS DEPARTMENT**  
**DATE: DECEMBER 13, 2016**

**Public Relations:** Frisco has had some solid winter and event coverage in the past month.

- The Huffington Post featured Frisco in “Denver to Vail, Colorado — the Slow Way” - <http://www.huffingtonpost.com/entry/5834a31ce4b0c2ab944364f6?timestamp=1479847046490>. The Huffington Post has 31,021,260 unique monthly visits. This story by Rich Grant (former director of communications for Visit Denver & now a freelance travel writer) was also featured on both [WatchBoom](#) and [Walking and Drinking Beer](#).
- Channel 9 in Denver covered both the Turkey Day 5k (including a turkey which participated in the race) and free sledding at the Adventure Park in 2 different pieces:
- Free sledding- <http://www.9news.com/news/local/frisco-trying-to-make-some-snow-happen/355726162>  
Turkey Day 5k- <http://www.9news.com/news/weird/turkey-runs-friscos-turkey-trot/355725154>
- The Denver Post covered Wassail Days online- <http://theknow.denverpost.com/2016/11/23/colorado-holiday-events-2016/129254/> and in the December 1, 2016 Life & Culture section of their print edition “14 Family Friendly Events to Take in This Holiday Season”- they included a description and photography Frisco provided.
- Wassail Days story in Colorado Parent (owned by 5280) after hosting a writer, Courtney Drake-McDonough, who we met on our Front Range media tour in October 2015- <http://coloradoparent.com/article/unique-holiday-fun-at-friscos-wassail-days.html>. Colorado Parent’s website gets 21,151 unique monthly visitors. The writer we hosted also did a number of Facebook and Instagram posts as well while she was in Frisco.
- Wassail Days was the lead item (with a large photo) in 303 Magazine’s roundup of the week’s best events- <http://303magazine.com/2016/12/9th-annual-wassail-days-celebration-eleven-events-week/>. 303 Magazine online gets 28,590 unique monthly visitors.
- Wassail Days was the lead item in Eater’s story on “The Best December Events in Denver: Repeal Day, Winter Fests, Gingerbread Houses”- <http://denver.eater.com/2016/10/5/13090550/denver-food-drink-events-this-month>. Eater Denver is aimed at food- and restaurant-obsessed Denverites. It looks at new restaurants, trends in dining/food and more. It receives 49,951 unique monthly visitors.
- Westword featured Wassail Days in their roundup of “The Eight Tastiest Events in Denver’s Culinary Calendar”- <http://www.westword.com/restaurants/the-eight-tastiest-events-on->

[denvers-culinary-calendar-november-28-december-2-8538661/2/](http://denvers-culinary-calendar-november-28-december-2-8538661/2/). Westword's website receives 973,440 unique monthly visitors.

- Wassail Days was featured in In Good Taste Denver's weekly roundup-  
<http://ingoodtastedenver.com/whats-good-taste-november-28-december-4/>. In Good Taste Denver provides reviews covering restaurants, theater, travel and entertainment. It receives 5,000 unique monthly visitors.

**Paid Advertising:** This month Town and Mountain, Frisco/Copper's joint magazine, was released. It will be distributed across Colorado including DIA. New this year, we will have a winter and summer cover but with the same content inside making the magazine more "pick-up-able" each concurrent season.

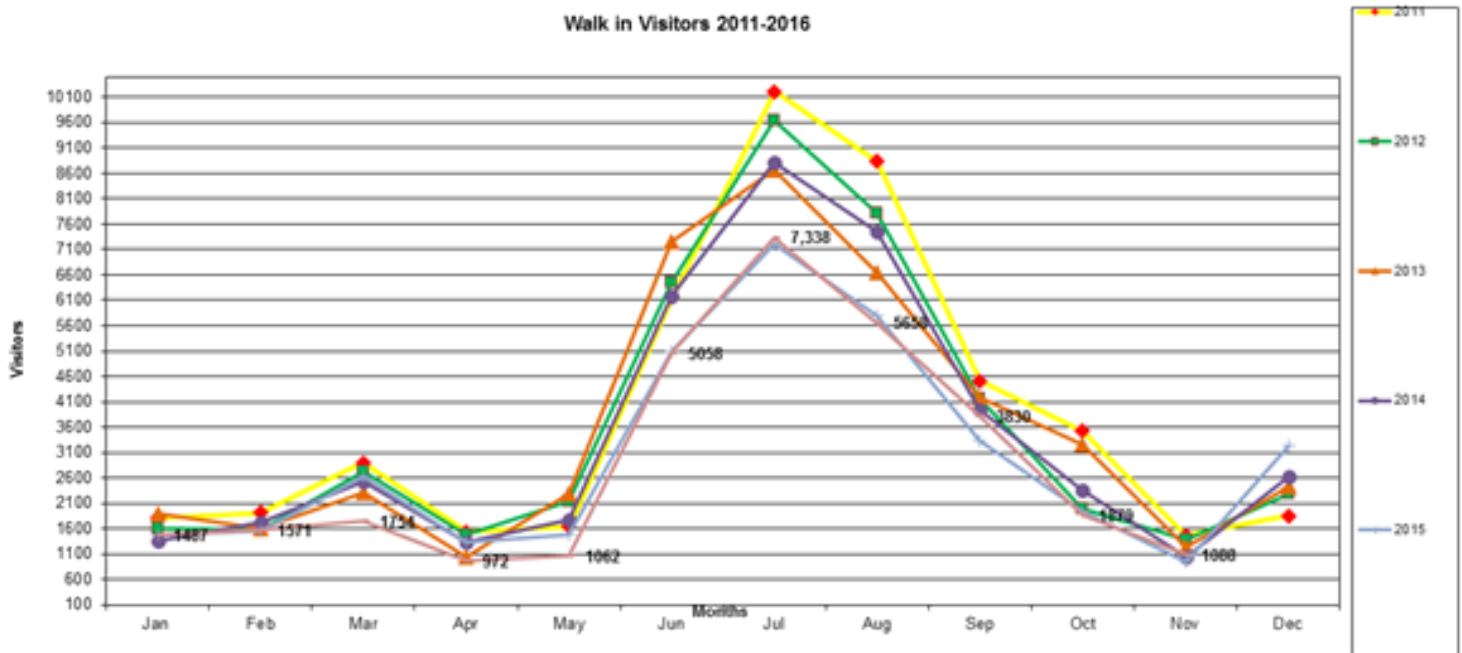


**Special Events:** The first weekend of Wassail Days saw some incredible numbers with a successful lighting, Wassail sampling kickoff, Santa visits and Soup Cup.

- The Frisco/Copper Information Center is the headquarters for 12 sips of Wassail card redemption and here is their weekend in #'s-
  - 2016 visitors for the first weekend of Wassail Days were at a total of 1,222 including Friday, Saturday and Sunday (805 in 2016).
  - In 2016 at the end of day on Sunday, December 4th the Information Center handed out 637 mugs (326 mugs in 2015).
- The Soup Cup also saw increased attendance from 124 in 2015 to 200 this year.

**Frisco/Copper Visitor Information Center:** Visitor numbers for November 2016:

- The Information Center saw 1,088 visitors in November 2016 (957 in November 2015).
- The Information Center answered 175 phone calls in November 2016 (441 in November 2015). We believe the decrease in calls is largely due to the delay in the tubing hill opening.
- Public computer use- 21 in November 2016 (20 in November 2015)
- The Information Center staff an info booth at the Girls on the Run event in November providing information and giving away Frisco and Whole Foods goodies.
- Information Center staffer, Steele Spence, and his wife, Justine, had twins, Fraser and Blaise, on November 30 so Steele will be out on paternity leave for a while.
- Guestbook comments: "Informative and helpful, thanks!" "Lovely" "Amazing town!!" "Beautiful!"



Report Criteria:

Business.License status = "Active"  
Business.Year opened = "November 2016"  
Business Owner.Sequence number = 1

in or out City	Business Name	Name	Location	Location City	Business Telephone 1	Business Activity
In	Frisco Thrift and Treasure	Newcomer, Leslie	107 South Main Street	Frisco		Retail - Clothing
In	Mark Schneider	Schneider, Mark	219 Galena Street	Frisco	970-485-3911	Retail - HomeImprove
In	Marketaxi	Shannon, Brady	244 Belford Street	Frisco	304-741-3216	Services
In	Scott and Angela Huddy	Huddy, Scott and Angela	400 West Main Street #207	Frisco	469-767-6755	Vacation Rentals
In	Sew Tough	Shimp, Jenn	101 3rd Avenue Unit B	Frisco	970-368-9739	Services
Out	Bella Imagine Photography	Russell, Stacie	230 Morris	Monte Vista	719-580-3231	Services
Out	Breckenridge Custom Painting LL	Suchomski, Doug	33 Linden Lane	Breckenridge	970-333-0053	Retail - HomeImprove
Out	Colorado Sign Systems	German, Floyd and Diana	1390 East 64th Avenue	Denver	303-286-9688	Retail - HomeImprove
Out	DCI Design Communications LLC	Zreik, Charbel	6851 Jericho Turnpike Ste 260	Syosset	516-394-4530	Utility
Out	Frontline Plumbing & Design LLC	Frontline Plumbing & Design LLC	1361 South Addison Court	Auora	720-519-5293	Retail - HomeImprove
Out	Iron Mountain Info Mgt Services In	Iron Mountain Info Mgt Services Inc	1101 Enterprise Drive	Royerford	610-495-3497	Retail - Office
Out	Lacy Face Paint	Owens, Lacy	Turkey Trot	Frisco	210-792-4389	Temporary
Out	Maximum Services Inc.	Nelson, Mark and Shawna	217 Central Avenue	Kremmling	970-724-9475	Retail - HomeImprove
Out	Michael C Fina Corporate Sales I	Fina, Ashley and Michael	33-01 Hunters Point Avenue	Long Island City	718-609-8500	Retail - Office
Out	Navitas Credit Corp	Navitas Credit Corp	814 Highway AIA North Suite 205	Ponte Vedra Beach	856-751-3700	Retail - General
Out	Plexus Worldwide LLC	Plexus Worldwide LLC	9145 East Pima Center Parkway	Scottsdale		Retail - General
Out	Safelite Solutions LLC	Safelite Solutions LLC	7400 Safelite Way	Columbus	614-210-9000	Retail - Automotive
Out	Signarama	Homa, Dawn	1289 South 4th Avenue #200	Brighton	303-914-9700	Retail - HomeImprove
Out	Stonebilt Concepts Distinctive Mol	Forterra Precast Concepts LLC	9405 Alton Court	Henderson	303-853-8053	Retail - HomeImprove
Out	Warehouse Deals LLC	Lamp, Kurt	2021 7th Avenue	Seattle	206-266-8365	Retail - Office
Out	Zoetis US LLC	Zoetis	10 Sylvan Way	Parsippany	973-822-7000	Retail - General

## ACTIVITY REPORT - OCTOBER, 2016

### POLICE

		2016	2015
Property Stolen		\$16,823	\$33,403
Property Recovered		\$637	\$50
Animal Control			
Citations		1	0
Warnings		2	8
Bar Checks		30	280
Business Checks		297	323
Assists		2	29
Parking Citations		0	0
Traffic Citations		18	16
Traffic Warnings		92	134
Traffic Accidents		5	6
Public Streets	3		
Private Property	2		
Injuries	1		
Open Buildings		4	1
Alarms		6	9
Calls for service		455	554
Felony Arrests		2	2
Drugs	2		
Misdemeanor Arrests		13	7
DUIs	4		
Warrants	3		
Driving under restraint	1		
Domestic Violence	1		
Warrants	3		
Violation of restraining order	1		

### MUNICIPAL COURT

	2016	2015
Total number of violators due in court	26	25
Total number of violators in court	3	0
Deferred to trial:	0	0
Received Deferred Sentences:	1	0
Dismissed:	0	0
Guilty Pleas:	0	0
Guilty to Amended Charges:	2	0
Guilty from Trial:	0	0
Continued to following month:	1	10
<b>Dismissed Prior to Court</b>	0	1
<b>Handled by Mail</b>		
W/in 20 days for Point Reduction:	17	13
Outside of 20 days:	1	2
<b>No Shows</b>		
Warrants Issued:	0	0
Hold placed on Drivers License:	1	0

Officers Moore and Robinson are doing very well in the police academy. They have approximately 5 weeks until graduation. They both received letters from their firearms instructor for their professionalism and skills on the range.

Sgt. Susic and I assisted with "Girls on the Run" and we will help with the Turkey Day 5K run.

We will be hosting the Boy Scouts on November 28th, teaching safety techniques and holding a Q & A session.

We have new portable radios and computers in our vehicles.

We are working at getting all of our officers trained in C.I.T. C.I.T. stands for Critical Incident Training. This is a de-escalation technique used in dealing with mental health patients.



Dear Sergeant Susie  
Thank You for  
the ride to school  
and Donuts Love

Ruby Snyder



Dear Sergeant Susie,  
Thank you for

driving me to school  
getting us Donuts. It  
was so much  
fun. Thanks for  
serving  
Frisco. Thank you for  
that you do.

From, Snyder  
Ella





## MEMORANDUM

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**P.O. Box 4100 ♦ FRISCO, COLORADO 80443**

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**TO:** TOWN COUNCIL

**FROM:** DIANE MCBRIDE, RECREATION & CULTURE DIRECTOR / ASSISTANT TOWN MANAGER

**CC:** BILL EFTING, TOWN MANAGER  
SIMONE BELZ, MUSEUM MANAGER  
PHIL HOFER, MARINA GENERAL MANAGER  
KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK  
LINSEY JOYCE, PROGRAMS MANAGER

**RE:** RECREATION & CULTURE DEPARTMENT REPORT – OCTOBER 2016

**DATE:** NOVEMBER 28, 2016

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

- Recruitment for all winter seasonal positions at the tubing hill and the Nordic Center continues at this time.
- Tubing hill reservations for the 2016/2017 season opened on October 3<sup>rd</sup>; snowmaking efforts are in place and waiting on cold and optimal temperatures.
- The opening of the tubing hill has been postponed at this time due to the warm temperatures and lack of snow. Anticipated opening date is December 3<sup>rd</sup>.
- The Marina spent the majority of October winterizing the operation. October 13<sup>th</sup> was crane day with 30 boats safely and securely craned out in 4.5 hours. Through September, revenues continue to exceed 2016 budgeted amounts, coming in at 129.8% of budget and nearly 8% ahead of 2015 year to date figures.
- October visitor attendance at the Historic Park and Museum totaled 3,290 people (compared to 1,580 in 2015), with an average of 234 people/day. Many programs took place at the Museum in October including the Bill's Ranch Tour, Nightmare at the Museum, the Cemetery Crawl, and Trick or Treat Street.
- The BOKS (Building Our Kids Success) started up at Frisco Elementary. BOKS is based on the notion that physical activity before school sets the kids up to be more successful, alert and focused at school. The program currently runs 3 days/week. Winter Fun Club also ran two days in October when Summit School was out for fall break. Preparation also continued

in October for the November events including the Girls on the Run 5k and the Turkey Day 5k.

- October was a busy month for staff at the Nordic Center. Staff has been ordering supplies and equipment, learning the RecTrac software system, and recruiting and hiring staff. The Nordic Center is still on track to open on November 19<sup>th</sup> with limited terrain.

This report below details each of the different divisions (Adventure Park, Marina, Historic Park and Museum, Recreation Programs and Events, Nordic) within the Department. Attendance numbers, when appropriate, are presented for October, while financials are reported for September.

**Adventure Park:** October highlights for the Adventure Park included the following:

- Recruitment for all winter seasonal positions continued through the month of October, and is still continuing at this time.
- The Bike Park, the Skate Park and the Disc Golf Course were all prepped and closed for the winter season.
- The Day Lodge was rented for one wedding and one going away party. All summer event furniture was moved out and all winter furniture/couches were moved into the Day Lodge.
- Operational Updates Include:
  - Set up for and starting the snowmaking process at both the Adventure Park and at the Nordic Center;
  - Tubing opened for reservations on October 3<sup>rd</sup>; staff is now taking payment in full for all reserved tubing sessions.
- Through September, revenues are tracking exceptionally well at 90% of budget for the year, and nearly 16.5% ahead of 2015 year to date figures. Expenses are also tracking well at this time at 62% of budget and ~8% above 2015 year to date expenses at this time.

**Table 1: Frisco Adventure Park Figures**

***September budget/financial numbers for reference only***

	September 2016	September 2015	September 2014
Revenue – 1160	\$3,571	\$3,109	\$2,305
Expenses – 1160	\$52,208	\$39,101	\$42,287

	YTD 2016	Actual Budget 2016	YTD Actual 2015	YTD Actual 2014
Revenue – 1160	\$1,378,966	\$1,526,000	\$1,183,368	\$909,987
Expenses – 1160	\$661,955	\$1,067,276	\$613,840	\$586,173

**Marina:** October highlights for the Marina included the following:

- October saw some cold weather and lots of wind through most of the month. The Marina closed for weekends after the 15<sup>th</sup>. Staff started to take boats from the water and winterize them, wash, step masts, shrink wrap and store. Boats were rented on any nice day we had, and office staff was kept busy processing work orders and calling customers to remind them of the end of the season needs for their boats.
- October 13<sup>th</sup> was crane day with 30 boats safely and securely craned out in 4.5 hours.
- Rentals for the month of October were ~17% lower than October 2015 numbers due to the weather.
- Operational updates included the following:
  - The docks were moved to winter storage after a few modifications; grounds were cleaned and equipment put away for the winter season
  - Winter storage spaces started getting billed for boat storage.
  - On October 28<sup>th</sup> the bathrooms closed for the winter, repairs to the shower will happen in November.
  - Staff put in the sand wind fence at the beach to keep the sand in place.
  - Paddle dock was moved out and the kayak racks placed on shore.
- Colorado Fish and Wildlife dropped 15,000 fish off at the ramp.
- Jenn Shimp assisted the Nordic Center with RecTrac start up and procedures, as well as worked on getting BBQ Challenge vendor registration online with RecTrac. Jenn worked with the ETS and Vermont Systems to get the chip reader terminals working.
- Tom Hogeman worked on the Copper Chair and delivered it and installed it safely at the Day Lodge.
- Through September, revenues continue to exceed 2016 budgeted amounts, coming in at 129.8% of budget and nearly 8% ahead of 2015 year to date figures. Expenses are also tracking well at this time at 71.6% of budget, and below 2015 year to date expenses.

**Table 2: Frisco Marina Figures**

**NOTE: October attendance numbers, September budget numbers**

Rental Item	October 2016	October 2015
Canoe	17	28
Single Kayak	66	76
Tandem Kayak	37	59
SUP	0	0
Fishing Boat	6	12
Pontoon	37	28
Runabout	19	17
<b>TOTAL</b>	<b>182</b>	<b>220</b>

	September 2016	September 2015	September 2014
Revenue – 9000	\$128,123	\$157,946	\$140,197
Expenses – 9000	\$126,681	\$91,818	\$87,981

	YTD Actual 2016	Budget 2016	YTD Actual 2015	YTD Actual 2014
Revenue – 9000	\$1,379,157	\$1,062,750	\$1,276,011	\$1,205,430*
Expenses – 9000	\$725,570	\$1,013,559	\$828,994	\$819,531

\* Includes \$200,000 Water Settlement Agreement

### Photos 1-3: Copper Mountain Bubble Chair



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

- October visitor attendance totaled 3,290 people (compared to 1,580 in 2015), with an average of 234 people/day. This number is ~108% higher than October 2015 attendance numbers. As always, please note that these attendance numbers are based on a click system and therefore do not always accurately reflect all visitors to the museum and park.
- Museum programs offered in October included the following:
  - Bill's Ranch Tour with 40 Participants
  - Historic Town Tour with the Community Development and Planning Staff from TOF and SC (6 People)
  - Nightmare at the Museum with 230 people; 30 participated in the Cemetery Crawl
  - Trick or Treat Street with 1000+ people.
- Ongoing Museum projects included the following:
  - Planning and promotion for upcoming winter 2016-2017 programs and holiday closures.
  - Finalizing 2017 museum events calendar
  - Staff continues to work on auditing and digitizing museum collections.
  - Railroad Book Launch - November 18<sup>th</sup>.
  - Finalizing AAM Accreditation self-study – Due Jan. 2017.
  - Museum Master Planning / Completed AAM Follow Up Visit with Dan Joyce.
  - Research 2017 Exhibit Projects: Tipi / Video / Oral History / Storage.
- Through September, revenue is tracking at 95.5% of budget, which is ~14% ahead of 2015 year to date figures. Expenses are tracking well at 67.6% of budget. Expenses are higher compared to 2015 figures due to the conversion of one part-time, year-round employee into a full time, benefitted, year-round employee in 2016.

**Table 3: Frisco Historic Park and Museum Figures**

**NOTE: October attendance numbers, September budget numbers**

	October 2016	October 2015	October 2014
Attendance	3,290	1,580	1,690

	September 2016	September 2015	September 2014
Revenue – 1125	\$1,295	\$1,237	\$1,393
Expenses – 1125	\$14,143	\$13,732	\$14,976

	YTD Actual 2016	Budget 2016	YTD Actual 2015	YTD Actual 2014
Revenue – 1125	\$14,800	\$15,500	\$12,995	\$13,019
Expenses – 1125	\$159,357	\$235,607	\$140,181	\$132,560



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

- Sara Skinner started up the BOKS (Building Our Kids Success) at Frisco Elementary. BOKS is based on the notion that physical activity before school sets the kids up to be more successful, alert and focused at school. The program currently runs 3 days/week with 5 kids enrolled each day. Staff will continue to encourage more kids to enroll for future sessions.
- Winter Fun Club ran October 28<sup>th</sup> and 31<sup>st</sup>, and had a total of 31 kids in attendance over the two days. The highlight of the camp was a trip to Rock Creek Farms where the kids went through a corn maze and each brought a pumpkin home.
- The majority of the month was spent planning for upcoming events, programs, and operations including the Girls on the Run 5k event on November 12<sup>th</sup>, the Turkey Day 5k on November 24<sup>th</sup>, and the opening of the Frisco Nordic Center, slated for November 19<sup>th</sup>.
- Through September, revenue is tracking well at 98.8% of budget and ~4% ahead of 2015 year to date figures. Expenses are also tracking well at this time at 84.9% of budget and ~10% higher than 2015 figures at this time.

**Table 4: Recreation Programs and Special Event Figures**

***NOTE: October Program Numbers, September budget numbers***

	<b>October 2016</b>	October 2015	October 2014
Winter Fun Club	31	33	45
BOKS	60	n/a	n/a
Dog Classes	n/a	n/a	10
<b>Total Participation</b>	<b>91</b>	<b>33</b>	<b>55</b>

	<b>September 2016</b>	September 2015	September 2014
Revenue – 1150	<b>\$10,180</b>	\$3,071	\$9,516
Expenses – 1150	<b>18,170</b>	\$16,780	\$10,863

	<b>YTD Actual 2016</b>	<b>Budget 2016</b>	YTD Actual 2015	YTD Actual 2014
Revenue – 1150	<b>\$251,866</b>	<b>\$255,000</b>	\$242,508	\$207,253
Expenses – 1150	<b>\$265,093</b>	<b>\$312,196</b>	\$241,812	\$235,030

**Nordic:** October highlights for the Frisco Nordic Center included the following:

- The Frisco Nordic Center operation is falling under the Recreation Programs and Special Events Division for this season. Linsey Joyce, Programs Manager, is overseeing the operation with the help and expertise of Jim Galanes, Nordic Manager.
- October has been busy preparing for the opening of the Frisco Nordic Center. Staff has been ordering supplies and equipment, learning the RecTrac software system, and recruiting and hiring staff. Both Bernie Frey and Steph Race joined the team in October to help with the Guest Services aspect of the business as well as the ski lessons (details, consistent teaching methods, etc.).

- Staff is also working on finalizing the Nordic map and connecting with community members to get their input on programs, events, and operations.

**Table 5: Frisco Nordic Center Figures**

	September 2016
Revenue – 1150	\$0
Expenses – 1150	\$9,898

	YTD Actual 2016	Budget 2016
Revenue – 1150	\$	\$149,798
Expenses – 1150	\$10,662	\$142,305*

\* Does not include capital expenses

**Upcoming Programs, Events and Specials:** Upcoming programs, events and specials within the Frisco Recreation and Culture Department include the following:

### **NOVEMBER**

- November 12 – Girls on the Run 5k
- November 19 (tentative) – Frisco Nordic Center Opening Day
- November 19 (tentative) – Two Below Zero Dinner Sleigh Rides Opening Day
- November 24 – Turkey Day 5k
- November 24 (tentative) – Tubing Hill Opening Day
- November 30 – Skimo Clinic

### **DECEMBER**

- December 8 – Glass Painting Party at the Day Lodge
- December 22, 23, 26-30 – Winter Fun Club
- December 16 – Kids Night Out

Winter Fun Club (no school days):

- January 2-4
- February 13-17
- April 17-21

Kids Night Out Winter Programming

- January 20
- February 24
- March 31

BOKS (Build Our Kids' Success) Program at Frisco Elementary - NEW

- October 4 - December 15 (Tuesdays, Wednesdays and Thursdays), 7:30am – 8:30am



## MEMORANDUM

---

P.O. Box 4100 ♦ FRISCO, COLORADO 80443

---

**TO:** TOWN COUNCIL

**FROM:** DIANE MCBRIDE, RECREATION & CULTURE DIRECTOR / ASSISTANT TOWN MANAGER

**CC:** BILL EFTING, TOWN MANAGER  
SIMONE BELZ, MUSEUM MANAGER  
PHIL HOFER, MARINA GENERAL MANAGER  
KATIE BARTON, GENERAL MANAGER – ADVENTURE PARK  
LINSEY JOYCE, PROGRAMS MANAGER

**RE:** RECREATION & CULTURE DEPARTMENT REPORT – NOVEMBER 2016

**DATE:** DECEMBER 13, 2016

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

- November was an exceptionally warm month. Limited snow fell and temperatures remained high for the majority of the month, thereby limiting snowmaking efforts at the Adventure Park. It takes a substantial amount of snow to build the tubing hill including the lanes and the backstop. Staff estimates that it takes ~10 acre feet of snow to open the tubing hill. With ideal conditions and our current snowmaking system it would take staff ~7 days of making snow 24 hours/day to produce enough snow to build and open the tubing hill (without natural snowfall). With warm conditions and limited snowmaking opportunities, staff made the decision during the week of November 14<sup>th</sup> to shift all snowmaking efforts to the Nordic Center with the goal of opening the Nordic operation on November 19<sup>th</sup>. It takes significantly less snow (~2-3 acre feet) to open the Nordic Center. This decision proved to be quite successful as the Frisco Nordic Center successfully opened on November 19<sup>th</sup> with an approximate 1k loop of skiing terrain.
- Two Below Zero Dinner Sleigh Rides also successfully opened for business on November 18<sup>th</sup>. They were able to operate on wheels. The 1k loop for Nordic skiing was created on Frisco Bay this season to avoid any intersections with the sleigh ride operation. There was not enough snow to make the 2-3k sleigh ride loop so, all efforts for pushing and laying snow took place on Frisco Bay and Two Below Zero ran on wheels through the month of November.
- With limited options for locals and visitors over the holiday season, staff at the Adventure Park creatively built a sledding hill at the base of the tubing hill that opened for business Wednesday-Sunday of Thanksgiving weekend. The hill was free for the public and staffed



each day from 9am-4pm by Adventure Park staff. A limited number of tubes were also available to use for free each day. The kitchen remained open during these hours as well.

- Staff would like to give a huge “THANK YOU” to Town Council for appropriating the funds to purchase the snowcats and the toolcat. We are all extremely appreciative and even more so this season when we’ve had the weather, terrain and lack of natural snowfall challenges.
- The tubing hill officially opened for tubing business on Saturday, December 3<sup>rd</sup>.
- Recruiting and hiring qualified winter-seasonal staff continues to be a challenge.
- Through November, revenues from the Marina continue to exceed 2016 budgeted amounts, coming in at 135.6% of budget and nearly 9% ahead of 2015 year to date figures. This \$1,440,810 year to date revenue is the highest on record for the Marina since the Town took over operations in 2005.
- November visitor attendance to the museum totaled 1,535 people (compared to 875 in 2015), with an average of 61 people/day. This number is ~75% more than November 2015 attendance numbers and a record-breaking November.
- The two largest athletic events took place during the month of November: The Girls on the Run 5k and the Turkey Day 5k, both of which were extremely successful. Both of these events are made possible thanks to the exceptional teamwork provided by all Town of Frisco employees and departments.
- Staff also held a Frisco Trails Master Plan Community Conversation at the Backcountry Brewery on Thursday, November 10<sup>th</sup>. The event was extremely well-attended with about 150 participants.

### Photos 1-3: Frisco Trails Master Plan Community Conversation



This report below details each of the different divisions (Adventure Park, Marina, Historic Park and Museum, Recreation Programs and Events, Nordic) within the Department. Attendance numbers, when appropriate, are presented for November, while financials are reported for October.

**Adventure Park:** November highlights for the Adventure Park included the following:

- Due to the lack of snow and warm temperatures, the tubing hill did not open on Thanksgiving Day as initially planned. Staff creatively built a sledding hill at the base of the tubing hill that was opened and staffed each day from 9am-4pm, Wednesday-Sunday of the Thanksgiving holiday week. Tubes were available for free as well. The kitchen remained opened.
- Last November, the tubing hill was open for a total of six days in November, for a total of 3,075 tubing hill participants or 512 participants per day. The inability to open the tubing hill over the Thanksgiving weekend definitely resulted in a financial hit to the operation.
- The tubing hill successfully opened to the public on Saturday, December 3<sup>rd</sup>, with three tubing lanes.
- Through October, revenues are tracking exceptionally well at 91.7% of budget for the year, and nearly 17.5% ahead of 2015 year to date figures. Expenses are also tracking well at this time at 68.3% of budget.

**Table 1: Frisco Adventure Park Figures**

**NOTE: November attendance numbers, October budget numbers**

	October 2016	October 2015	October 2014
Revenue – 1160	<b>\$20,066</b>	\$6,643	\$4,500
Expenses – 1160	<b>\$67,445</b>	\$54,367	\$36,726

	YTD Actual 2016	Budget 2016	YTD Actual 2015	YTD Actual 2014
Revenue – 1160	<b>\$1,399,032</b>	<b>\$1,526,000</b>	\$1,190,011	\$914,487
Expenses – 1160	<b>\$729,400</b>	<b>\$1,067,276</b>	\$668,208	\$622,899

**Table 2: Frisco Adventure Park Participation Figures**

	November 2016	November 2015	November 2014
# of Operational Days	<b>5</b>	6	4
Tubing Hill Participation	<b>0</b>	3,075	2,666
Average # of Tubing Hill Participants/Day	<b>0</b>	512*	667
Sledding Hill Participation	<b>2,600**</b>	n/a	n/a
Ski & Ride Hill Participation	<b>n/a</b>	n/a	n/a

\* average # is lower due to the “soft opening” on 11/25.

\*\* Participation was estimated based on food and beverage sales and how 2016 sales compared to 2015 food and beverage sales and tubing hill participation.

**Table 3: Thanksgiving Weekend Specifics**

	<b>2016: 11/23- 11/27</b>	2015: 11/26- 11/29	2014: 11/27- 11/30	2013: 11/28- 12/1	2012: 11/22- 11/25
Tubing Hill Participation – 4 days of Thanksgiving weekend	<b>0</b>	2,752	2,666	2,651	2,190
Average per day	<b>0</b>	688	667	663	547
Sledding Hill Participation	<b>2,600</b>	n/a	n/a	n/a	n/a
Average per day	<b>522</b>	n/a	n/a	n/a	n/a

**Photos 4 & 5: Sledding Hill – Wednesday, November 23, 2016**



**Marina:** November highlights for the Marina included the following:

- Nice weather in November helped staff finish up most of the outstanding outside fall projects. The office was able to contact and collect payments as well as double check on the status of storage of boats currently at the marina. Jenn Shimp assisted with some of the RecTrac set up for the Nordic Center as well as some staff training.
- Operational updates included the following:
  - Staff continued to haul, shrink, and winterize boats, so many are being stored on site that staff had to get creative with parking to fit them all in.
  - Used the extra time with the nice weather to clean up around the yard and perform maintenance on marina equipment and property.
  - Removed additions and modifications to the old tractor in preparation for it going to auction.
  - Got the plow ready for use and the service buildings prepped for winter use and weather proofed as best we could.
- Through November, revenues continue to exceed 2016 budgeted amounts, coming in at 135.6% of budget and nearly 9% ahead of 2015 year to date figures. This \$1,440,810 year to date revenue is the highest on record for the Marina since the Town took over operations in 2005. Expenses are also tracking well at this time at 80% of budget, and below 2015 year to date expenses.

**Table 4: Frisco Marina Figures**

**NOTE: October budget numbers**

	October 2016	October 2015	October 2014
Revenue – 9000	\$61,653	\$43,856	\$51,717
Expenses – 9000	\$84,303	\$86,086	\$76,993

	YTD Actual 2016	Budget 2015	YTD Actual 2015	YTD Actual 2014
Revenue – 9000	\$1,440,810	\$980,300	\$1,321,417	\$1,257,147*
Expenses – 9000	\$809,873	\$1,142,146	\$915,080	\$896,524

\* Includes \$200,000 Water Settlement Agreement



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

- November visitor attendance totaled 1,535 people (compared to 875 in 2015), with an average of 61 people/day. This number is ~75% more than November 2015 attendance numbers and a record-breaking November. This is most likely attributed to the good weather. As always, please note that these attendance numbers are based on a click system and therefore do not always accurately reflect all visitors to the museum and park.
- Museum programs offered in November included the following:
  - Book Launch with 40 Participants
  - Group Tour/Visit with 50 Guests
- Ongoing Museum projects included the following:
  - Facilitating Holiday Events / Preparing for Holiday Guests
  - Planning for 2017 programs and finalizing 2017 museum events calendar.
  - Staff continues to work on auditing and digitizing museum collections.
  - Finalizing AAM Accreditation self-study – Due Jan. 2017.
  - Museum Master Planning continuing into January.
  - Research 2017 Exhibit Projects.
  - Installing Phase I of the new Exhibit Text Panels (see attached)
- Through October, revenue has exceeded 2016 budgeted revenue at 102.2%. Expenses are tracking well at 76% of budget. Expenses are higher compared to 2015 figures due to the conversion of one part-time, year-round employee into a full time, benefitted, year-round employee in 2016.

**Table 5: Frisco Historic Park and Museum Figures**

***NOTE: November attendance numbers, October budget numbers***

	<b>November 2016</b>	November 2015	November 2014
Attendance	<b>1,535</b>	875	905

	<b>October 2016</b>	October 2015	October 2014
Revenue – 1125	<b>\$1,048</b>	\$918.28	\$1,155
Expenses – 1125	<b>\$20,497</b>	\$21,155	\$14,614

	<b>YTD Actual 2016</b>	<b>Budget 2016</b>	YTD Actual 2015	YTD Actual 2014
Revenue – 1125	<b>\$15,847</b>	<b>\$15,500</b>	\$13,913	\$14,174
Expenses – 1125	<b>\$179,854</b>	<b>\$235,607</b>	\$161,335	\$147,174

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

- The two largest athletic events took place during the month of November:
  - **The Girls on the Run 5k.** There was an 18% decrease in the participation from the Girls on the Run 5k from 2015 (850) to 2016 (700). The primary reason for this was that some of the schools that attended the Frisco 5k in 2015 were shifted to the Steamboat 5k this year. This was a decision made by the Girls on the Run offices in Grand Junction in an effort to spread out the schools.
  - **Turkey Day 5k.** There was an a 17% increase in participation from the 2015 Turkey Day 5k (749) to the 2016 Turkey Day 5k (875).

**Photos 6 & 7: Turkey Day 5k and Girls on the Run 5k**



- Overall program and event participation numbers were very comparable in November 2016 compared to November 2015.
- The Summit Skimo Club held two gatherings in November at the Day Lodge. They had 50 people attend an information session and gear swap on November 16<sup>th</sup> and 12 people attend an intro clinic on November 30<sup>th</sup>.
- The BOKS program continues to run out of Frisco Elementary 3days/week, with an average of five kids participating in the program per day.
- Through October, revenues exceeded 2016 budgeted revenues by \$1,859, and are at 4% ahead of 2015 year to date revenues. Expenses are also tracking well at this time at 89.3% of budget.

**Table 6: Recreation Programs and Special Event Figures**

**NOTE: November Program Numbers, October budget numbers**

	November 2016	November 2015	November 2014
Turkey Day 5k	875	749	605
Girls on the Run 5k	700	850	n/a
Skimo Clinic	62	50	n/a
BOKS	60	n/a	n/a
<b>Total Participation</b>	<b>1,697</b>	1,649	605

	October 2016	October 2015	October 2014
Revenue – 1150	\$4,993	\$3,394	\$3,595
Expenses – 1150	\$13,805	\$13,660	\$9,820

	YTD Actual 2016	Budget 2016	YTD Actual 2015	YTD Actual 2014
Revenue – 1150	\$256,859	\$255,000	\$245,901	\$210,847
Expenses – 1150	\$278,898	\$312,196	\$255,473	\$244,850

**Nordic:** November highlights for the Frisco Nordic Center included the following:

- The Nordic Center officially opened for business on Saturday, November 19<sup>th</sup>, with an ~1k man-made loop on Frisco Bay. The field had minimal coverage as well.
- A total of 358 skiers skied the terrain in the month of November. We do not have any comparisons of previous seasons' numbers.
- Staff also ran a "SkiErg Springs" at the Center on November 12<sup>th</sup> with 30 people in attendance.



**Table 7: Frisco Nordic Center Figures**

	October 2016
Revenue – 1150	\$0
Expenses – 1150	\$11,928

	YTD Actual 2016	Budget 2016
Revenue – 1150	\$0	\$149,798
Expenses – 1150	\$22,590	\$142,305*

\* Does not include capital expenses

	November 2016
Season Pass Holders	80
Day Pass Visits	4
Special Groups	19
Team/Club	255
Lessons/Clinics	n/a
<b>Total</b>	<b>358</b>

**Photos 8-10: Frisco Bay Loop – Opening Weekend – November 20, 2016**







**Upcoming Programs, Events and Specials:** Upcoming programs, events and specials within the Frisco Recreation and Culture Department include the following:

**DECEMBER**

- December 4 – Dayton Recognition / Celebration – Frisco Nordic Center
- December 4 – Wassail Days – Soup Cup Classic
- December 5 – Free Wassail Days Tubing at the Adventure Park
- December 6 – Free Wassail Days Nordic Skiing
- December 8 – Glass Painting Party at the Day Lodge
- December 10 – Wassail Days – Ugly Sweater Challenge at the Nordic Center
- December 16 – Kids Night Out
- December 22, 23, 26-30 – Winter Fun Club

Winter Fun Club (no school days):

- January 2-4
- February 13-17
- April 17-21

Kids Night Out Winter Programming

- January 20
- February 24
- March 31

BOKS (Build Our Kids' Success) Program at Frisco Elementary - NEW

- October 4 - December 15 (Tuesdays, Wednesdays and Thursdays), 7:30am – 8:30am

**RECORD OF PROCEEDINGS  
MINUTES OF THE REGULAR MEETING  
OF THE TOWN COUNCIL OF THE TOWN OF FRISCO  
NOVEMBER 8, 2016**

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

**Present:** Jessica Burley  
Kim Cancelosi  
Rick Ihnken  
Dan Kibbie  
Hunter Mortensen  
Deborah Shaner  
Gary Wilkinson

**Absent:**

**Public Comment:**

There was no public comment.

**Council Comment:**

Council member Mortensen expressed admiration for this Council and community during this election.

Mayor Wilkinson thanked staff for their work at Halloween.

Council member Kibbie joined the meeting at this time.

**Presentation:**

Mayor Wilkinson indicated that the Eagle Award for Peak One Neighborhood, Housing Colorado presentation has been postponed until a later date.

**Consent Agenda:**

Minutes October 25, 2016 Meeting  
Home Rule Charter Review - Chapter 6, Annexation  
Home Rule Charter Review - Chapter 142, Vacation of Property  
Resolution 16-12, Appointing Associate Municipal Court Judge

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

<b>BURLEY</b>	<b>YEA</b>	<b>IHNKEN</b>	<b>YEA</b>
<b>CANCELOSI</b>	<b>YEA</b>	<b>KIBBIE</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>SHANER</b>	<b>YEA</b>
<b>WILKINSON</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

**New Business:**

Agenda Item #1: First Reading, Ordinance 16-05, an Ordinance Authorizing the Sale of Certain Real Property Owned by the Town and Legally Described as Lots 3 and 4, Block 11, Frisco Townsite, also known as 518 Main Street and as the "Staley House" Property STAFF: BILL EFTING 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

Council member Burley recused herself at this time.

Town Attorney Thad Renaud indicated that this ordinance would approve the sale of 518 Main Street also known as the Staley House property. The agreement identifies preservation requirements and limitations to use. The agreement includes a hotel of not more than 45 rooms, an elevated plaza, an outdoor on-grade plaza adjacent to main street, a restaurant and bar, a bowling alley, and three employee housing units. The buildings preserved in place are Foote's Rest Sweet Shop, cabin 1 & 2. Cabin 3 and the blacksmith shop are to be preserved on another portion of the property. He indicated that this ordinance approves the sales agreement but does not approve a development application. Mayor Wilkinson opened the public hearing at 7:05 p.m. Kelley Foote, Chad Robinson, and Tony Pestello spoke in support of the ordinance. Frisco residents, property and business owners Jeff Kuhnihan, Susan Wentworth, and Kate Hudnut spoke in opposition to this ordinance. It was suggested that this issue should be tabled until the next meeting due to lack of awareness regarding this issue. Mark Sabatini asked for clarification regarding process. Larry Sawyer suggested that the Staley House would be better supported in a different location. There being no further public comment, Mayor Wilkinson closed the public hearing at 7:27 p.m.

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO APPROVE THE FIRST READING OF ORDINANCE 16-05, AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN AND LEGALLY DESCRIBED AS LOTS 3 AND 4, BLOCK 11, FRISCO TOWNSITE, ALSO KNOWN AS 518 MAIN STREET AND AS THE "STALEY HOUSE" PROPERTY TO THE NOVEMBER 8, 2016 TOWN COUNCIL MEETING. SECOND, COUNCIL MEMBER SHANER. VOTE:**

<b>BURLEY</b>	<b>RECUSED</b>	<b>IHNKEN</b>	<b>YEA</b>
<b>CANCELOSI</b>	<b>NO</b>	<b>KIBBIE</b>	<b>YEA</b>
<b>MORTENSEN</b>	<b>YEA</b>	<b>SHANER</b>	<b>YEA</b>
<b>WILKINSON</b>	<b>YEA</b>	<b>MOTION CARRIED.</b>	

Council member Burley rejoined the meeting at this time.

Agenda Item #2: First Reading, Ordinance 16-08, an Ordinance Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the Town of Frisco, Colorado for the 2016 Budget Year STAFF: BONNIE MOINET 1) MAYOR OPENS PUBLIC HEARING 2) STAFF REPORT 3) PUBLIC COMMENTS 4) MAYOR CLOSES PUBLIC HEARING 5) COUNCIL DISCUSSION 6) MOTION MADE 7) MOTION SECONDED 8) DISCUSSION ON MOTION 9) QUESTION CALLED

Finance Director Bonnie Moinet stated that State Statute 29-1-109 and the Town's Home Rule Charter require a budget amendment for supplemental appropriations. The General Fund, Capital Improvement Fund, and SCHA 5A funds require supplemental appropriations at this time. Mayor

Wilkinson opened the public hearing at 7:47 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 FIRST READING ORDINANCE 16-08, AN ORDINANCE APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF FRISCO, COLORADO FOR THE 2016 BUDGET YEAR. SECOND, COUNCIL MEMBER SHANER. VOTE:**

BURLEY	YEA	IHNKEN	YEA
CANCELOSI	YEA	KIBBIE	YEA
MORTENSEN	YEA	SHANER	YEA
WILKINSON	YEA	MOTION CARRIED.	

**Executive Session:**

Agenda Item #3: An Executive Session Pursuant to Sections 24-6-402(4)(f), C.R.S., Concerning Personnel Matters, to Discuss the Interviews of Town Manager Candidates and, Potentially, to Conduct Follow-Up Interviews of Town Manager Candidates; and 24-6-402(4)(e), C.R.S., Concerning Negotiations, to Determine Positions Relative to Matters that are Subject to Negotiations, Develop Strategy for Negotiations, and Instruct Negotiators Concerning the Hiring of a Town Manager and, Potentially, to Negotiate with a Town Manager Candidate Concerning an Employment Agreement

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO ENTER INTO AN EXECUTIVE SESSION PURSUANT TO SECTIONS 24-6-402(4)(F), C.R.S., CONCERNING PERSONNEL MATTERS, TO DISCUSS THE INTERVIEWS OF TOWN MANAGER CANDIDATES AND, POTENTIALLY, TO CONDUCT FOLLOW-UP INTERVIEWS OF TOWN MANAGER CANDIDATES; AND 24-6-402(4)(E), C.R.S., CONCERNING NEGOTIATIONS, TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT ARE SUBJECT TO NEGOTIATIONS, DEVELOP STRATEGY FOR NEGOTIATIONS, AND INSTRUCT NEGOTIATORS CONCERNING THE HIRING OF A TOWN MANAGER AND, POTENTIALLY, TO NEGOTIATE WITH A TOWN MANAGER CANDIDATE CONCERNING AN EMPLOYMENT AGREEMENT. SECOND, COUNCIL MEMBER CANCELOSI. VOTE:**

BURLEY	YEA	IHNKEN	YEA
CANCELOSI	YEA	KIBBIE	YEA
MORTENSEN	YEA	SHANER	YEA
WILKINSON	YEA	MOTION CARRIED.	

**MOTION: COUNCIL MEMBER MORTENSEN MOVED TO EXIT AN EXECUTIVE SESSION PURSUANT TO SECTIONS 24-6-402(4)(F), C.R.S., CONCERNING PERSONNEL MATTERS, TO DISCUSS THE INTERVIEWS OF TOWN MANAGER CANDIDATES AND, POTENTIALLY, TO CONDUCT FOLLOW-UP INTERVIEWS OF TOWN MANAGER CANDIDATES; AND 24-6-402(4)(E), C.R.S., CONCERNING NEGOTIATIONS, TO DETERMINE POSITIONS RELATIVE TO MATTERS THAT ARE SUBJECT TO NEGOTIATIONS, DEVELOP STRATEGY FOR NEGOTIATIONS, AND INSTRUCT NEGOTIATORS CONCERNING THE HIRING OF A TOWN MANAGER AND, POTENTIALLY, TO NEGOTIATE WITH A TOWN MANAGER CANDIDATE CONCERNING AN EMPLOYMENT AGREEMENT. SECOND, COUNCIL MEMBER CANCELOSI. VOTE:**

BURLEY	RECUSED	IHNKEN	YEA
CANCELOSI	YEA	KIBBIE	YEA
MORTENSEN	YEA	SHANER	YEA
WILKINSON	YEA	MOTION CARRIED.	

**Adjourn:**

There being no further business, the meeting adjourned at 8:12 p.m.

Respectfully Submitted,

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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
<b>ACORN PETROLEUM INC.</b>							
410	ACORN PETROLEUM INC.	000797976	Bill to Number 756501 - Marina	09/16/2016	1,218.77	1,218.77	10/10/2016
410	ACORN PETROLEUM INC.	000798340	Bill to Number 756501 - Shop	09/19/2016	1,830.60	1,830.60	10/10/2016
410	ACORN PETROLEUM INC.	000799172	Bill to Number 756501 - Marina	09/23/2016	1,097.40	1,097.40	10/10/2016
410	ACORN PETROLEUM INC.	000799372	Bill to Number 756501 - Shop	09/26/2016	624.14	624.14	10/10/2016
410	ACORN PETROLEUM INC.	000801291	Bill to Number 756501 - Shop	10/04/2016	1,341.61	1,341.61	10/25/2016
410	ACORN PETROLEUM INC.	000801295	Bill to Number 756501 - Marina	10/04/2016	685.88	685.88	10/25/2016
410	ACORN PETROLEUM INC.	000802366	Bill to Number 756501 - Shop	10/11/2016	1,231.65	1,231.65	10/25/2016
410	ACORN PETROLEUM INC.	000803883	Bill to Number 756501 - Shop	10/18/2016	1,036.15	1,036.15	10/25/2016
410	ACORN PETROLEUM INC.	000804123	Bill to Number 756501 - Shop	10/19/2016	1,292.60	1,292.60	10/25/2016
Total ACORN PETROLEUM INC.:					10,358.80	10,358.80	
<b>AFLAC</b>							
550	AFLAC	396638	Account Number FH181	10/12/2016	87.13	87.13	10/25/2016
Total AFLAC:					87.13	87.13	
<b>AHMET SUSIC</b>							
620	AHMET SUSIC	COMPUTER A	Computer Purchase Agreement 1	10/10/2016	2,500.00	2,500.00	10/10/2016
Total AHMET SUSIC:					2,500.00	2,500.00	
<b>ALLIED SECURITY GROUP INC.</b>							
810	ALLIED SECURITY GROUP INC.	65971	Service Call	09/07/2016	64.78	64.78	10/25/2016
810	ALLIED SECURITY GROUP INC.	66145	4th Quarter Alarm Services	10/01/2016	74.85	74.85	10/10/2016
Total ALLIED SECURITY GROUP INC.:					139.63	139.63	
<b>AMICH &amp; JENKS, INC.</b>							
1290	AMICH & JENKS, INC.	78047	Polygraph Tests	10/03/2016	125.00	125.00	10/25/2016
Total AMICH & JENKS, INC.:					125.00	125.00	
<b>AUSTYN WILLIAMS</b>							
2070	AUSTYN WILLIAMS	8/26/2016	Modeling Fee	08/26/2016	150.00	150.00	10/10/2016
Total AUSTYN WILLIAMS:					150.00	150.00	
<b>B PUBLIC RELATIONS LLC</b>							
2192	B PUBLIC RELATIONS LLC	1677	Public Relations Consultant	10/17/2016	2,500.00	2,500.00	10/25/2016
Total B PUBLIC RELATIONS LLC:					2,500.00	2,500.00	
<b>BENDONADAMS</b>							
2567	BENDONADAMS	2016-138	Historic Preservation Consulting	10/06/2016	1,495.04	1,495.04	10/25/2016
Total BENDONADAMS:					1,495.04	1,495.04	
<b>BRAD THOMPSON</b>							
3400	BRAD THOMPSON	BOOT ALLOW	Apparel Reimbursement 2016	09/29/2016	97.49	97.49	10/10/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total BRAD THOMPSON:					97.49	97.49	
<b>BRIAN K. DONNER</b>							
3702	BRIAN K. DONNER	SKI PASS 201	Ski Pass Agreement 2016-2017	10/05/2016	855.00	855.00	10/06/2016
Total BRIAN K. DONNER:					855.00	855.00	
<b>BROWNS HILL ENGINEERING &amp; CONTROLS</b>							
3810	BROWNS HILL ENGINEERING &	11989	VFD for Well #6	09/09/2016	5,985.00	5,985.00	10/10/2016
Total BROWNS HILL ENGINEERING & CONTROLS:					5,985.00	5,985.00	
<b>CENTURA HEALTH</b>							
4690	CENTURA HEALTH	10/05/2016	Frisco Police Department	10/05/2016	100.00	100.00	10/25/2016
Total CENTURA HEALTH:					100.00	100.00	
<b>CHAD MOST</b>							
4760	CHAD MOST	SEPTEMBER	Employee of the Month Award - C	10/19/2016	50.00	50.00	10/19/2016
Total CHAD MOST:					50.00	50.00	
<b>CIRSA</b>							
5440	CIRSA	161613	Quarterly Installment - Property/C	10/01/2016	35,346.25	35,346.25	10/10/2016
5440	CIRSA	161735	Claim Number PC6000787-1 - De	10/14/2016	1,000.00	1,000.00	10/25/2016
5440	CIRSA	161735	Claim Number PC6000993-1 - De	10/14/2016	1,000.00	1,000.00	10/25/2016
5440	CIRSA	161780	Bond - C.MOST	10/14/2016	100.00	100.00	10/25/2016
Total CIRSA:					37,446.25	37,446.25	
<b>CLARION ASSOCIATES</b>							
5602	CLARION ASSOCIATES	6716	Project 16009 - Frisco, CO Code	09/26/2016	6,129.75	6,129.75	10/10/2016
Total CLARION ASSOCIATES:					6,129.75	6,129.75	
<b>CLS</b>							
5700	CLS	10/1/2016	Account No. PA28932	10/01/2016	55.60	55.60	10/25/2016
Total CLS:					55.60	55.60	
<b>CODEGEEK.NET</b>							
6707	CODEGEEK.NET	2016-334	Web Hosting	10/06/2016	648.75	648.75	10/10/2016
Total CODEGEEK.NET:					648.75	648.75	
<b>COLONIAL LIFE</b>							
6730	COLONIAL LIFE	9324914-1015	BCN: E9324914	10/04/2016	38.00	38.00	10/25/2016
Total COLONIAL LIFE:					38.00	38.00	
<b>COLORADO DEPARTMENT OF REVENUE</b>							
6010	COLORADO DEPARTMENT OF	22106421-102	Account 22106421	10/21/2016	202.50	202.50	10/25/2016
6110	COLORADO DEPARTMENT OF	3RD QTR SAL	3RD QTR SALES TAX - ACCT#0	10/19/2016	3,997.00	3,997.00	10/19/2016
6110	COLORADO DEPARTMENT OF	3RD QTR SAL	3RD QTR SALES TAX - ACCT#0	10/19/2016	163.00	163.00	10/19/2016
6110	COLORADO DEPARTMENT OF	3RD QTR SAL	3RD QTR SALES TAX - ACCT#0	10/19/2016	215.00	215.00	10/19/2016
6110	COLORADO DEPARTMENT OF	3RD QTR SAL	3RD QTR SALES TAX - ACCT#0	10/19/2016	632.00	632.00	10/19/2016
6110	COLORADO DEPARTMENT OF	3RD QTR SAL	3RD QTR SALES TAX - ACCT#0	10/19/2016	293.00	293.00	10/19/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total COLORADO DEPARTMENT OF REVENUE:					5,502.50	5,502.50	
<b>COLORADO MOUNTAIN COLLEGE</b>							
6806	COLORADO MOUNTAIN COLLEGE	100021	Leadership Summit - Phil Hofer	10/03/2016	650.00	650.00	10/10/2016
Total COLORADO MOUNTAIN COLLEGE:					650.00	650.00	
<b>COLUMBINE HILLS CONCRETE, INC</b>							
6930	COLUMBINE HILLS CONCRETE, INC	13594	Project 16-30 TOF Bike Path	09/30/2016	51,286.00	51,286.00	10/25/2016
6930	COLUMBINE HILLS CONCRETE, INC	13598	Project 16-22 Concrete Repair	10/07/2016	40,487.25	40,487.25	10/25/2016
6930	COLUMBINE HILLS CONCRETE, INC	13607	Project 16-19 TOF Hawn Drive	10/12/2016	109,893.32	109,893.32	10/25/2016
Total COLUMBINE HILLS CONCRETE, INC:					201,666.57	201,666.57	
<b>COOKE ENTERPRISES LLC</b>							
7247	COOKE ENTERPRISES LLC	224	Frisco Marina Restroom Maintena	10/05/2016	600.00	600.00	10/25/2016
Total COOKE ENTERPRISES LLC:					600.00	600.00	
<b>CR GOODMAN</b>							
7615	CR GOODMAN	W-621845	Customer Number: 14910	09/28/2016	1,090.00	1,090.00	10/25/2016
Total CR GOODMAN:					1,090.00	1,090.00	
<b>DENNIS GUTENBERGER</b>							
8818	DENNIS GUTENBERGER	FALL FEST 20	Beetlekill Vendor Deposit Return	10/03/2016	50.00	50.00	10/10/2016
Total DENNIS GUTENBERGER:					50.00	50.00	
<b>DIANE MCBRIDE</b>							
9110	DIANE MCBRIDE	10/24/2016	Reimburse Expense	10/24/2016	20.00	20.00	10/25/2016
9110	DIANE MCBRIDE	SEPTEMBER 2	Reimburse Personal Cell Phone	10/24/2016	70.00	70.00	10/25/2016
Total DIANE MCBRIDE:					90.00	90.00	
<b>EMILY BRUYN</b>							
10198	EMILY BRUYN	AUGUST 2016	Personal Cell Phone Stipend	10/05/2016	15.00	15.00	10/10/2016
Total EMILY BRUYN:					15.00	15.00	
<b>EMILY CRAWFORD</b>							
10199	EMILY CRAWFORD	10/11/2016	Reimburse Office Supplies Purch	10/11/2016	20.07	20.07	10/17/2016
Total EMILY CRAWFORD:					20.07	20.07	
<b>FAMILY SUPPORT REGISTRY</b>							
10630	FAMILY SUPPORT REGISTRY	04577912 10/1/	Remittance Identifier 04577912	10/07/2016	262.80	262.80	10/10/2016
10630	FAMILY SUPPORT REGISTRY	04577912 10/1	Remittance Identifier 04577912	10/21/2016	262.80	262.80	10/25/2016
10630	FAMILY SUPPORT REGISTRY	07777691 10/1/	Remittance Identifier 07777691	10/07/2016	205.00	205.00	10/10/2016
10630	FAMILY SUPPORT REGISTRY	07777691 10/1	Remittance Identifier 07777691	10/21/2016	205.00	205.00	10/25/2016
10630	FAMILY SUPPORT REGISTRY	07917594 10/1/	Remittance Identifier 07917594	10/07/2016	350.80	350.80	10/10/2016
10630	FAMILY SUPPORT REGISTRY	07917594 10/1	Remittance Identifier 07917594	10/21/2016	350.80	350.80	10/25/2016
Total FAMILY SUPPORT REGISTRY:					1,637.20	1,637.20	
<b>FEI ENGINEERS INC.</b>							
10722	FEI ENGINEERS INC.	5903	Well #7 PRA Design	09/23/2016	13,560.01	13,560.01	10/25/2016



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total FEI ENGINEERS INC.:					13,560.01	13,560.01	
<b>FREEDOM MAILING SERVICES INC.</b>							
11260	FREEDOM MAILING SERVICES	29786	Town of Frisco	10/06/2016	823.18	823.18	10/25/2016
Total FREEDOM MAILING SERVICES INC.:					823.18	823.18	
<b>FRIENDS OF THE DILLON RANGER</b>							
11290	FRIENDS OF THE DILLON RAN	FALL FEST 20	Fall Fest 2016 NonProfit Agreeeme	10/24/2016	500.00	500.00	10/25/2016
11290	FRIENDS OF THE DILLON RAN	FALL FEST 20	Fall Fest 2016 Beer Proceeds	10/24/2016	1,453.00	1,453.00	10/25/2016
Total FRIENDS OF THE DILLON RANGER:					1,953.00	1,953.00	
<b>FRISCO SANITATION DISTRICT</b>							
11530	FRISCO SANITATION DISTRICT	10011000-100	Account No. 10011000	10/01/2016	174.24	174.24	10/10/2016
11530	FRISCO SANITATION DISTRICT	10047000-100	Account No. 10047000	10/01/2016	88.00	88.00	10/10/2016
11530	FRISCO SANITATION DISTRICT	10622000-100	Account No. 10622000	10/01/2016	88.00	88.00	10/10/2016
11530	FRISCO SANITATION DISTRICT	10849000-100	Account No. 10849000	10/01/2016	174.24	174.24	10/10/2016
11530	FRISCO SANITATION DISTRICT	10965000-100	Account No. 10965000	10/01/2016	150.48	150.48	10/10/2016
11530	FRISCO SANITATION DISTRICT	11030000-100	Account No. 11030000	10/01/2016	61.60	61.60	10/10/2016
11530	FRISCO SANITATION DISTRICT	11204000-100	Account No. 11204000	10/01/2016	61.60	61.60	10/10/2016
11530	FRISCO SANITATION DISTRICT	11297000-100	Account No. 11297000	10/01/2016	62.48	62.48	10/10/2016
11530	FRISCO SANITATION DISTRICT	1168900-1001	Account No. 11689000	10/01/2016	88.00	88.00	10/10/2016
11530	FRISCO SANITATION DISTRICT	11998000-100	Account No. 11998000	10/01/2016	792.88	792.88	10/10/2016
Total FRISCO SANITATION DISTRICT:					1,741.52	1,741.52	
<b>GLOBAL SHELTERS</b>							
12235	GLOBAL SHELTERS	GS16-186R	Town of Frisco	09/29/2016	18,634.00	18,634.00	10/10/2016
Total GLOBAL SHELTERS:					18,634.00	18,634.00	
<b>HBL CONSULTING INC.</b>							
12970	HBL CONSULTING INC.	779	IT Services	10/03/2016	7,000.00	7,000.00	10/10/2016
12970	HBL CONSULTING INC.	779	IT Services - Special Projects	10/03/2016	1,600.00	1,600.00	10/10/2016
Total HBL CONSULTING INC.:					8,600.00	8,600.00	
<b>HIGH COUNTRY ICE</b>							
13235	HIGH COUNTRY ICE	542235	Frisco Bay Marina	08/13/2016	67.50	67.50	10/10/2016
13235	HIGH COUNTRY ICE	648061	Frisco Bay Marina	08/22/2016	55.50	55.50	10/10/2016
13235	HIGH COUNTRY ICE	648607	Frisco Bay Marina	09/23/2016	45.00	45.00	10/10/2016
Total HIGH COUNTRY ICE:					168.00	168.00	
<b>HOUSE OF SIGNS, INC.</b>							
13690	HOUSE OF SIGNS, INC.	9/30/2016	FAP Wayfinding Signage - Design	09/30/2016	1,450.00	1,450.00	10/25/2016
Total HOUSE OF SIGNS, INC.:					1,450.00	1,450.00	
<b>ICONIX CLOTHING</b>							
13950	ICONIX CLOTHING	2325	Staff Uniforms	10/03/2016	120.00	120.00	10/25/2016
13950	ICONIX CLOTHING	2332	Turkey Day 5K Thermos	10/12/2016	4,069.00	4,069.00	10/18/2016
13950	ICONIX CLOTHING	728	FAP Uniform Embroidery	10/24/2016	182.00	182.00	10/25/2016
Total ICONIX CLOTHING:					4,371.00	4,371.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>INLAND POTABLE SERVICES INC.</b>							
14125	INLAND POTABLE SERVICES IN	A84-092016-C	Water Tank Inspections	09/22/2016	4,535.50	4,535.50	10/25/2016
Total INLAND POTABLE SERVICES INC.:					4,535.50	4,535.50	
<b>INTERCEPT INSIGHT LLC</b>							
14245	INTERCEPT INSIGHT LLC	542	Frisco Bay Marina Surveys	09/28/2016	1,500.00	1,500.00	10/10/2016
Total INTERCEPT INSIGHT LLC:					1,500.00	1,500.00	
<b>JERRY ANTON</b>							
15400	JERRY ANTON	BOOT ALLOW	Apparel Allowance 2016	09/22/2016	96.16	96.16	10/10/2016
Total JERRY ANTON:					96.16	96.16	
<b>KALEIDOSCOPE PRODUCTIONS</b>							
16495	KALEIDOSCOPE PRODUCTION	16263	Frisco/Lake Hill Meeting - Sound	09/27/2016	350.00	350.00	10/10/2016
Total KALEIDOSCOPE PRODUCTIONS:					350.00	350.00	
<b>KANSAS CITY BARBECUE SOCIETY</b>							
16510	KANSAS CITY BARBECUE SOCI	2017 SANCTIO	2017 Sanctioning Fees - Deposit	10/07/2016	350.00	350.00	10/10/2016
Total KANSAS CITY BARBECUE SOCIETY:					350.00	350.00	
<b>LANCE GLASER</b>							
17655	LANCE GLASER	10/24/2016	July 4th Fishing Derby Prizes	10/24/2016	500.00	500.00	10/25/2016
Total LANCE GLASER:					500.00	500.00	
<b>LAND TITLE GUARANTEE COMPANY</b>							
17670	LAND TITLE GUARANTEE COM	10/3/2016	Refund Overpaid REIF	10/03/2016	40.00	40.00	10/10/2016
Total LAND TITLE GUARANTEE COMPANY:					40.00	40.00	
<b>LATITUDE 40 INC.</b>							
17750	LATITUDE 40 INC.	9-34-689	Summit County Trail Maps	09/19/2016	151.29	151.29	10/10/2016
Total LATITUDE 40 INC.:					151.29	151.29	
<b>LEA K. CHANDONNET</b>							
17935	LEA K. CHANDONNET	10/17/2016	Reimburse Travel Expenses	10/17/2016	40.88	40.88	10/17/2016
17935	LEA K. CHANDONNET	OCTOBER 201	Personal Cell Phone Stipend	10/17/2016	70.00	70.00	10/17/2016
Total LEA K. CHANDONNET:					110.88	110.88	
<b>LEGALSHIELD</b>							
18055	LEGALSHIELD	9/15/2016	Group#: 0148095	09/15/2016	381.75	381.75	10/25/2016
Total LEGALSHIELD:					381.75	381.75	
<b>LIME APARTMENT HOMES</b>							
18265	LIME APARTMENT HOMES	NOVEMBER 2	Monthly Rent Unit #18	10/20/2016	1,300.00	1,300.00	10/25/2016
Total LIME APARTMENT HOMES:					1,300.00	1,300.00	
<b>MARGARET H. FAESSEN</b>							
18860	MARGARET H. FAESSEN	10/17/2016	Reimburse Travel Expense	10/17/2016	230.10	230.10	10/17/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total MARGARET H. FAESSEN:					230.10	230.10	
<b>MARLIN BUSINESS BANK</b>							
19087	MARLIN BUSINESS BANK	14454311	Account Number 1489058	10/09/2016	313.79	313.79	10/25/2016
19087	MARLIN BUSINESS BANK	14454311	Account Number 1489058	10/09/2016	1,882.75	1,882.75	10/25/2016
Total MARLIN BUSINESS BANK:					2,196.54	2,196.54	
<b>MEL NIEMEIER</b>							
19627	MEL NIEMEIER	10/4/2016	Refund Rack Fees - Partial Year	10/04/2016	105.00	105.00	10/10/2016
Total MEL NIEMEIER:					105.00	105.00	
<b>MICHAEL LOBECK</b>							
19937	MICHAEL LOBECK	SEASON PAS	SEASON PASS 2016-2017	10/31/2016	340.00	340.00	10/31/2016
Total MICHAEL LOBECK:					340.00	340.00	
<b>MURRAY DAHL KUECHENMEISTER &amp; RENAUD LLP</b>							
20890	MURRAY DAHL KUECHENMEIS	13371	Matter No. 59875.00000	09/30/2016	13,584.45	13,584.45	10/25/2016
20890	MURRAY DAHL KUECHENMEIS	13372	Matter No. 59875.00010	09/30/2016	1,240.00	1,240.00	10/25/2016
20890	MURRAY DAHL KUECHENMEIS	13373	Matter No. 59875.71000	09/30/2016	1,413.75	1,413.75	10/25/2016
Total MURRAY DAHL KUECHENMEISTER & RENAUD LLP:					16,238.20	16,238.20	
<b>NICOLE LAROCHELLE</b>							
21425	NICOLE LAROCHELLE	TOFTURKEY1	Creative Design Turkey Day 5k P	10/04/2016	240.00	240.00	10/10/2016
Total NICOLE LAROCHELLE:					240.00	240.00	
<b>NORA GILBERTSON</b>							
21470	NORA GILBERTSON	10/21/2016	Employee Housing Deposit Refun	10/21/2016	775.00	775.00	10/21/2016
Total NORA GILBERTSON:					775.00	775.00	
<b>NORTH LINE GIS</b>							
21530	NORTH LINE GIS	1449	Contract GIS Services	10/10/2016	330.00	330.00	10/25/2016
Total NORTH LINE GIS:					330.00	330.00	
<b>OROZCO CONCRETE INC.</b>							
22015	OROZCO CONCRETE INC.	16015-02	Town of Frisco	09/27/2016	11,358.75	11,358.75	10/25/2016
22015	OROZCO CONCRETE INC.	16015-02	Town of Frisco	09/27/2016	6,070.00	6,070.00	10/25/2016
Total OROZCO CONCRETE INC.:					17,428.75	17,428.75	
<b>PALL CORPORATION</b>							
22185	PALL CORPORATION	94429739	Customer No. 1000052464	08/02/2016	780.73	780.73	10/10/2016
Total PALL CORPORATION:					780.73	780.73	
<b>PRZ SEMINARS</b>							
23545	PRZ SEMINARS	1941	Sport Field Seminar	10/14/2016	400.00	400.00	10/25/2016
Total PRZ SEMINARS:					400.00	400.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
<b>PSYCHOLOGICAL DIMENSIONS P.C.</b>							
23550	PSYCHOLOGICAL DIMENSIONS	09-2760	Post Evaluation Psychological Te	10/03/2016	650.00	650.00	10/10/2016
Total PSYCHOLOGICAL DIMENSIONS P.C.:					650.00	650.00	
<b>ROCKY MOUNTAIN INSTRUMENTAL</b>							
25075	ROCKY MOUNTAIN INSTRUME	49766	RML #16-41175-A	10/14/2016	70.00	70.00	10/25/2016
25075	ROCKY MOUNTAIN INSTRUME	49778	RML #16-41202-A	10/14/2016	70.00	70.00	10/25/2016
Total ROCKY MOUNTAIN INSTRUMENTAL:					140.00	140.00	
<b>ROCKY MOUNTAIN RECREATION INC.</b>							
25110	ROCKY MOUNTAIN RECREATI	4447	Town of Frisco	09/19/2016	1,611.00	1,611.00	10/10/2016
Total ROCKY MOUNTAIN RECREATION INC.:					1,611.00	1,611.00	
<b>SE GROUP</b>							
26205	SE GROUP	30545	Project No: 16049001	10/07/2016	3,597.50	3,597.50	10/10/2016
Total SE GROUP:					3,597.50	3,597.50	
<b>SHERRI KEREKFFY</b>							
26592	SHERRI KEREKFFY	10/11/2016	Restitution Payment F15-06304	10/11/2016	50.00	50.00	10/25/2016
Total SHERRI KEREKFFY:					50.00	50.00	
<b>STEEL TIGHT ROOFING</b>							
27532	STEEL TIGHT ROOFING	9-13-2016	Lund House Roof Repairs	09/13/2016	150.00	150.00	10/10/2016
Total STEEL TIGHT ROOFING:					150.00	150.00	
<b>SUMMIT COMBINED HOUSING AUTHORITY</b>							
28080	SUMMIT COMBINED HOUSING	3RD QUARTE	Frisco Clearing House	10/14/2016	1,255.00	1,255.00	10/25/2016
Total SUMMIT COMBINED HOUSING AUTHORITY:					1,255.00	1,255.00	
<b>SUMMIT COMMUNITY CARE CLINIC</b>							
28090	SUMMIT COMMUNITY CARE CLI	SUPPLEMENT	SUPPLEMENTAL FUNDING	10/10/2016	20,000.00	20,000.00	10/12/2016
Total SUMMIT COMMUNITY CARE CLINIC:					20,000.00	20,000.00	
<b>SUMMIT COUNTY AMBULANCE SERVICE</b>							
28130	SUMMIT COUNTY AMBULANCE	1325	CPR Full Course	09/27/2016	240.00	240.00	10/10/2016
Total SUMMIT COUNTY AMBULANCE SERVICE:					240.00	240.00	
<b>SUMMIT COUNTY ANIMAL CONTROL</b>							
28140	SUMMIT COUNTY ANIMAL CON	3RD QUARTE	3rd Quarter 2016	10/05/2016	625.00	625.00	10/25/2016
Total SUMMIT COUNTY ANIMAL CONTROL:					625.00	625.00	
<b>SUMMIT COUNTY CLERK &amp; RECORDER</b>							
28200	SUMMIT COUNTY CLERK & RE	DRA #274	Recording Fees DRA #247	10/11/2016	122.00	122.00	10/11/2016
Total SUMMIT COUNTY CLERK & RECORDER:					122.00	122.00	
<b>SUMMIT COUNTY GOVERNMENT</b>							
28350	SUMMIT COUNTY GOVERNMEN	9.15.2016	2016 Noxious Weed Program	09/15/2016	19,770.85	19,770.85	10/10/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SUMMIT COUNTY GOVERNMENT:					19,770.85	19,770.85	
<b>SUMMIT COUNTY WASTE FACILITY</b>							
28570	SUMMIT COUNTY WASTE FACI	02-379297	Landfill Fees	09/12/2016	71.25	71.25	10/25/2016
Total SUMMIT COUNTY WASTE FACILITY:					71.25	71.25	
<b>SUMMIT HISTORICAL SOCIETY</b>							
28830	SUMMIT HISTORICAL SOCIETY	9-29-2016	Gift Shop Book Order	09/29/2016	96.00	96.00	10/10/2016
Total SUMMIT HISTORICAL SOCIETY:					96.00	96.00	
<b>TASHA WILSON</b>							
29572	TASHA WILSON	AUGUST 2016	Personal Cell Phone Stipend	10/06/2016	70.00	70.00	10/10/2016
Total TASHA WILSON:					70.00	70.00	
<b>TAVERN WEST</b>							
29573	TAVERN WEST	FLAVORS 201	Flavors of Frisco Vendor	10/01/2016	1,381.00	1,381.00	10/10/2016
Total TAVERN WEST:					1,381.00	1,381.00	
<b>TOWN OF BRECKENRIDGE</b>							
30840	TOWN OF BRECKENRIDGE	2604	Clean Up Day Ads - 1/5 Share	10/18/2016	180.18	180.18	10/25/2016
Total TOWN OF BRECKENRIDGE:					180.18	180.18	
<b>TROUT UNLIMITED GORE RANGE ANGLERS #116</b>							
31192	TROUT UNLIMITED GORE RAN	4TH OF JULY	4th of July Fishing Derby	08/24/2016	1,000.00	1,000.00	10/25/2016
Total TROUT UNLIMITED GORE RANGE ANGLERS #116:					1,000.00	1,000.00	
<b>USDA FOREST SERVICE</b>							
31890	USDA FOREST SERVICE	BF021510W00	2720 Special Uses DIL463 Winter	10/12/2016	223.13	223.13	10/25/2016
Total USDA FOREST SERVICE:					223.13	223.13	
<b>VALERI SMITH</b>							
32035	VALERI SMITH	SEASON PAS	SEASON PASS 2016-2017	10/31/2016	342.95	342.95	10/31/2016
Total VALERI SMITH:					342.95	342.95	
<b>VANESSA AGEE</b>							
32095	VANESSA AGEE	10/20/2016	Reimburse Expense	10/20/2016	28.25	28.25	10/25/2016
32095	VANESSA AGEE	AUGUST 2016	Personal Cell Phone Stipend	10/20/2016	65.00	65.00	10/25/2016
32095	VANESSA AGEE	SEPTEMBER 2	Personal Cell Phone Stipend	10/20/2016	65.00	65.00	10/25/2016
Total VANESSA AGEE:					158.25	158.25	
<b>WALKER EQUIPMENT, INC.</b>							
32425	WALKER EQUIPMENT, INC.	1432	ARROWHEAD MINI GROOMER	10/12/2016	8,740.00	8,740.00	10/12/2016
Total WALKER EQUIPMENT, INC.:					8,740.00	8,740.00	
<b>WALKER'S BAIT II</b>							
32430	WALKER'S BAIT II	37237	Frisco Bay Marina	08/11/2016	144.00	144.00	10/10/2016
32430	WALKER'S BAIT II	37290	Frisco Bay Marina	08/19/2016	72.00	72.00	10/10/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
32430	WALKER'S BAIT II	37318	Frisco Bay Marina	08/25/2016	72.00	72.00	10/10/2016
32430	WALKER'S BAIT II	37458	Frisco Bay Marina	09/16/2016	49.50	49.50	10/10/2016
Total WALKER'S BAIT II:					337.50	337.50	
<b>WESTERN FIREPLACE SUPPLY</b>							
32875	WESTERN FIREPLACE SUPPLY	9/27/2016	Permit Fee Refund - Valuation Ch	09/27/2016	68.20	68.20	10/10/2016
Total WESTERN FIREPLACE SUPPLY:					68.20	68.20	
<b>XCEL ENERGY</b>							
33380	XCEL ENERGY	518026797	Account 53-0011419319-5	09/26/2016	53.42	53.42	10/10/2016
33380	XCEL ENERGY	518920800	Account 53-8074879-4	10/03/2016	37.63	37.63	10/25/2016
33380	XCEL ENERGY	518947612	Account 53-1235617-3	10/04/2016	15.95	15.95	10/25/2016
33380	XCEL ENERGY	519078638	Account 53-0010948072-7	10/04/2016	51.22	51.22	10/25/2016
33380	XCEL ENERGY	519097982	Account 53-8074879-4	10/04/2016	118.06	118.06	10/25/2016
33380	XCEL ENERGY	519472170	Account 53-1000709-7	10/07/2016	171.01	171.01	10/25/2016
Total XCEL ENERGY:					447.29	447.29	
Grand Totals:					441,090.49	441,090.49	

Dated: \_\_\_\_\_

Finance Director: \_\_\_\_\_

Dated: \_\_\_\_\_

Accountant: \_\_\_\_\_

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.



Purchasing Card Purchases

Date: October 2016

<u>TRANSACTION</u> <u>DATE</u>	<u>SUPPLIER NAME</u>	<u>TRANS.</u> <u>LINE AMT.</u>	<u>GL ACCOUNT</u>	<u>TRANSACTION DESCRIPTION</u>
10/25/2016	4imprint	\$380.91	80-8000-4588	Turkey Day 5k kid's registration gift
10/25/2016	5280 Publishing Inc	\$2,000.00	10-1118-4265	Wassail Days ad in November issues of 5280
10/18/2016	Aardvac	\$130.55	10-1125-4233	Annual Vacuum Maint/Repair
10/19/2016	Abso	\$189.77	10-1110-4250	Sterling Background Checks
10/15/2016	Acco Brands Direct	\$29.89	10-1119-4233	CDD Supplies
10/15/2016	Acco Brands Direct	\$29.89	10-1115-4233	Administration Supplies
10/26/2016	Alpinaire Healthcare	\$18.00	10-1160-4401	O2 Tank Rental for FAP First Aid Room
10/13/2016	Alsco Inc.	\$215.92	10-1160-4401	Rugs and Towels for FAP Day Lodge
10/18/2016	Alsco Inc.	\$109.93	10-1125-4477	Mat Service
10/18/2016	Alsco Inc.	\$155.81	10-1133-4270	Uniforms
10/20/2016	Am Locksmiths Inc	\$170.50	10-1132-4207	Shop door lock; Nordic keys
09/29/2016	Amazon Mktplace Pmts	\$52.78	10-1125-4233	Calendars
09/30/2016	Amazon Mktplace Pmts	\$25.96	10-1160-4221	AV Supplies
10/06/2016	Amazon Mktplace Pmts	\$37.94	90-9000-4201	Prop tool for Volvo Penta drives
10/21/2016	Amazon Mktplace Pmts	-\$716.09	10-1110-4704	Replace server - cancelled order
10/21/2016	Amazon Mktplace Pmts	\$716.09	10-1110-4704	Credit for cancelled server replacement purchase
10/23/2016	Amazon Mktplace Pmts	\$27.98	10-1140-4811	Ugly Sweater Challenge Trophy
10/27/2016	Amazon Mktplace Pmts	\$31.96	10-1110-4650	Employee relations
10/20/2016	Amazon.Com	\$4.99	10-1125-4890	DVD - Event
10/14/2016	Apex Security	\$85.00	90-9000-4205	Security camera
10/25/2016	Applewood Golf Course	\$38.00	10-1115-4227	Lunch with Water Engineer
10/15/2016	At&t*bill Payment	\$30.00	10-1110-4203	Personal Cell Phone Stipend
10/22/2016	Auto Accessories Garage I	\$202.39	10-1121-4233	Seat covers for new patrol car
10/13/2016	Baymont Inn & Suites Lake	\$65.00	10-1121-4276	Community assistance

10/26/2016	Bb *history Colorado	\$65.00	10-1125-4210	Colorado History Membership Renewal
10/18/2016	Bedliners By Linex Inc	\$375.00	10-1133-4205	Linex box on tool truck
10/20/2016	Big O Tires #6259	\$20.00	10-1133-4205	Tire disposal fee
10/20/2016	Blue Moon Bakery	\$210.00	10-1130-4227	All-Staff breakfast
09/30/2016	Boatyard American Grill	\$78.55	10-1134-4227	Seasonal staff lunch
10/03/2016	Boatyard American Grill	\$28.25	10-1115-4227	Lunch with Council member
10/17/2016	Boatyard American Grill	\$66.85	10-1125-4227	Lunch with Leadership and MAP Consultant
10/25/2016	Bocasystems	\$1,608.40	10-1170-4221	Nordic ski pass tickets
10/10/2016	Breckenridge Build	\$59.76	20-2000-5046	Town Hall flag poles
10/21/2016	Breckenridge Build	\$7.62	10-1131-4403	Wood for concrete forms
09/27/2016	Breckenridge Lasergraphic	\$123.50	10-1118-4265	Print 500 tubing hill tickets for COO Breakfast
10/07/2016	Breckenridge Lasergraphic	\$112.50	80-8000-4588	Turkey Day 5k poster printing
10/05/2016	Brp US Inc.	\$138.08	90-9000-4208	Rentals
10/05/2016	Brp US Inc.	\$1,581.67	90-9000-4260	Oil
10/05/2016	Brp US Inc.	\$8.00	90-9000-4201	Operating supplies
10/05/2016	Brp US Inc.	\$88.99	90-9000-4201	Operating supplies
10/05/2016	Brp US Inc.	\$120.89	90-9000-4892	Retail service
10/05/2016	Brp US Inc.	\$88.75	90-9000-4201	Operating supplies
10/05/2016	Brp US Inc.	\$19.06	90-9000-4201	Operating supplies
10/05/2016	Brp US Inc.	\$115.93	90-9000-4208	Rentals
10/05/2016	Brp US Inc.	\$116.45	90-9000-4208	Rentals
10/05/2016	Brp US Inc.	\$837.94	90-9000-4208	Rentals, prop and shifter
10/05/2016	Brp US Inc.	\$433.05	90-9000-4892	Service parts
10/05/2016	Brp US Inc.	\$8.00	90-9000-4892	Service parts
10/05/2016	Brp US Inc.	\$433.36	90-9000-4892	Service parts
10/05/2016	Brp US Inc.	\$270.00	90-9000-4210	Bossweb service charge
09/27/2016	Buffalo Wild Wings 0323	\$71.70	10-1131-4227	Conference meal (4 staff)
09/29/2016	Buffalo Wild Wings 0323	\$69.54	10-1131-4227	Conference meal (4 staff)
10/11/2016	Butterhorn Bakery And Caf	\$23.00	10-1150-4227	State Licensing Lunch
10/12/2016	Butterhorn Bakery And Caf	\$25.00	10-1118-4590	Gift Certificate - marketing
10/21/2016	Butterhorn Bakery And Caf	\$30.08	10-1119-4306	Lunch with Planning Commissioner re housing
10/07/2016	Carquest 3948	\$163.73	10-1133-4205	Filters; Fluid stock; Battery replacement

10/11/2016	Carquest 3948	\$132.22	10-1133-4205	Wheel weights
10/11/2016	Carquest 3948	\$187.00	10-1133-4205	Wiper blades
10/12/2016	Carquest 3948	\$65.54	10-1133-4205	Filters
10/13/2016	Carquest 3948	\$151.79	10-1133-4205	Strobes; Filter
10/14/2016	Carquest 3948	\$224.50	10-1133-4205	Oil; Filters
10/17/2016	Carquest 3948	\$90.66	10-1133-4205	Air filters
10/17/2016	Carquest 3948	\$7.35	10-1133-4205	Filters
10/24/2016	Carquest 3948	\$7.34	10-1133-4205	Battery brush
10/24/2016	Carquest 3948	\$128.96	10-1133-4205	Belos battery gloves
10/07/2016	Catalina Direct	\$255.05	90-9000-4892	Parts for work order
10/04/2016	Cdw Government	\$78.93	20-2000-4102	Nordic Center capital project - Port
10/11/2016	Cdw Government	\$65.35	20-2000-4102	Nordic capital project
10/10/2016	Centurylink	\$140.48	10-1110-4203	Long distance
10/09/2016	Centurylink/Speedpay	\$1,576.44	10-1110-4203	Town hall phone lines
10/09/2016	Centurylink/Speedpay	\$149.88	10-1110-4226	Website
10/09/2016	Centurylink/Speedpay	\$428.55	40-4000-4203	Water treatment plant phone lines
10/09/2016	Centurylink/Speedpay	\$360.24	90-9000-4203	Marina phone lines
10/09/2016	Centurylink/Speedpay	\$32.82	90-9000-4401	Marina utilities
10/09/2016	Centurylink/Speedpay	\$232.26	80-8000-4203	VIC phone lines
10/06/2016	Ces Fri307	\$38.60	10-1160-4411	Tubing supplies/hardware
09/28/2016	Chick-Fil-A #01888	\$15.33	10-1131-4227	Training - meal
09/28/2016	Chick-Fil-A #01888	\$6.73	10-1131-4227	Training - meal
09/28/2016	Chick-Fil-A #01888	\$6.73	10-1131-4227	Training - meal
10/03/2016	Chick-Fil-A #03183	\$7.93	10-1121-4227	Training - meal
10/25/2016	China Szechuan	\$215.75	10-1111-4229	Town Council Supplies
10/19/2016	Chipotle 1105	\$14.35	10-1110-4265	Job Fair lunch
10/19/2016	City-Market #0420	\$15.54	10-1110-4265	City-Market balloons for booth @job fair
10/05/2016	Co Govt Services	\$39.50	10-1110-4250	CO Govt Services-CBI search
10/17/2016	Co Govt Services	\$44.73	10-0010-2601	Recording fees
10/18/2016	Co Govt Services	\$22.24	10-0010-2601	Recording Fees
09/28/2016	Co Motor Parts 0026866	\$3.44	10-1133-4205	Tire valve for #13-12
10/04/2016	Co Motor Parts 0026866	\$48.96	90-9000-4892	Anti-freeze for winterization work orders
10/06/2016	Co Motor Parts 0026866	\$22.98	90-9000-4201	Shovels

10/07/2016	Co Motor Parts 0026866	\$1.63	10-1160-4205	Water Valve Pin For Snowmaking
10/11/2016	Co Motor Parts 0026866	\$4.50	90-9000-4205	Spark plugs for barge
10/11/2016	Co Motor Parts 0026866	\$18.27	90-9000-4201	Grinder accessories
10/12/2016	Co Motor Parts 0026866	\$7.69	90-9000-4892	Work order wheel repair
10/13/2016	Co Motor Parts 0026866	\$32.08	80-8000-4586	Fitting for Adventure Park air
10/14/2016	Co Motor Parts 0026866	\$57.96	10-1133-4205	Mud flaps for Kenworths
10/17/2016	Co Motor Parts 0026866	\$48.96	90-9000-4892	Anti-freeze for winterization work orders
10/18/2016	Co Motor Parts 0026866	\$19.52	90-9000-4892	Oil filters for work orders
10/18/2016	Co Motor Parts 0026866	\$6.27	90-9000-4205	Fuel filters for Hotsy
10/18/2016	Co Motor Parts 0026866	\$11.52	90-9000-4201	Shop towels
10/24/2016	Co Motor Parts 0026866	\$13.47	10-1133-4205	Grease fittings for stock
10/25/2016	Co Motor Parts 0026866	\$29.99	90-9000-4201	Grease gun
10/25/2016	Co Motor Parts 0026866	\$21.98	90-9000-4892	Fuel stabilizer for winterization work orders
10/04/2016	Colorado Ltap	\$50.00	10-1131-4227	Pavement Maintenance seminar
10/26/2016	Colorado Ltap	\$50.00	10-1131-4227	Highway Maintenance Seminar
10/26/2016	Colorado Ltap	\$50.00	10-1131-4227	Environmental Awareness Seminar
10/05/2016	Colorado Mtn News Media	\$14.17	10-1119-4265	Planning Commission Advertising
10/05/2016	Colorado Mtn News Media	\$357.40	10-1110-4265	Colorado Mtn News Media/summit Daily ad
10/10/2016	Colorado Mtn News Media	\$3,443.35	10-1118-4265	Marina Paddle Sport sales, Mayor's Cup, Fall Fest, Let
10/10/2016	Colorado Mtn News Media	\$563.85	10-1110-4265	Adventure Park Job Fair
10/10/2016	Colorado Mtn News Media	\$220.00	10-1118-4265	Government Backyard Page
10/20/2016	Colorado Mtn News Media	\$1,012.50	10-1131-4265	Misc. Summit Daily News ads
10/20/2016	Colorado Mtn News Media	\$405.00	55-5500-4262	Misc. Summit Daily News ads
10/20/2016	Colorado Mtn News Media	\$1,073.16	20-2000-5066	Misc. Summit Daily News ads
10/20/2016	Colorado Mtn News Media	\$30.59	10-1115-4265	Legal notices
10/12/2016	Comcast Cable Comm	\$469.31	90-9000-4203	Marina cable
10/12/2016	Comcast Cable Comm	\$283.86	80-8000-4203	VIC cable
10/12/2016	Comcast Cable Comm	\$896.05	10-1110-4203	All other cable
10/07/2016	Comcast Denver Cs 1x	\$94.06	10-1132-4401	Cable/Internet - 112 Main Street
10/03/2016	Copy Copy - North Summ	\$10.00	10-1125-4890	Signs
10/21/2016	Crown Awards Inc	\$26.80	10-1140-4811	Ugly Sweater Challenge awards
10/06/2016	Ctl Thompson	\$715.00	90-9000-4250	Excavation planning
10/10/2016	Ctl Thompson	\$260.00	90-9000-4227	Excavation planning
10/21/2016	Customink Llc	\$76.00	10-1125-4265	Logo Samples - Uniform
10/10/2016	Cvent* Cgfoa Conference	\$325.00	10-1114-4227	Conference Registration

10/13/2016	Cvent* Cgfoa Conference	\$325.00	10-1114-4227	Conference Registration
10/10/2016	Cvent* Colorado Gfoa	\$45.00	10-1114-4210	Annual dues
10/24/2016	Dana Kepner Company	\$379.32	40-4000-4425	1" and 3/4" corporation stops for stock
10/03/2016	Dana Kepner Company/hdq	\$5,993.46	40-4000-4425	Backflows and parts for water meter packages
10/25/2016	Dana Kepner Company/hdq	\$573.00	40-4000-4275	Command link
10/25/2016	Dana Kepner Company/hdq	\$1,069.80	40-4000-4425	3/4" and 1" parts for stock
10/25/2016	Dana Kepner Company/hdq	\$471.37	40-4000-4425	Replace leaded repair parts
10/20/2016	Defender Industries Inc	\$35.79	90-9000-4205	Skeg for outboard
10/05/2016	Dex*one	\$52.36	10-1125-4265	Web Listing
10/15/2016	Dia Parking Operations	\$90.00	10-1114-4227	Conference - Travel
10/23/2016	Dia Parking Operations	\$52.00	10-1119-4227	Conference - Travel
10/24/2016	Discountmugs.Com	\$3,953.16	10-1140-4811	Accidental Double order of 1,000 Wassail Mugs
10/24/2016	Discountmugs.Com	\$3,953.16	10-1140-4811	Order of 1,000 Wassail Mugs
10/25/2016	Discountmugs.Com	-\$3,953.16	10-1140-4811	Credit of accidental double order of wassail Mugs
10/24/2016	Dnh*godaddy.Com	\$42.35	10-1118-4655	Domain registration
10/25/2016	Dnh*godaddy.Com	\$42.35	10-1118-4655	Purchase domain name- FriscoTurkey5k.com
10/22/2016	Downtown Market #28	\$11.17	10-1119-4227	Conference - meal
10/23/2016	Downtown Market #28	\$7.88	10-1119-4227	Conference - meal
10/11/2016	Dunkin #354320 Q35	\$18.98	10-1131-4227	Winter operations meeting
10/13/2016	Dunkin #354320 Q35	\$35.97	90-9000-4890	Crane day breakfast
10/01/2016	Dynamic Media	\$32.95	10-1160-4401	FAP Day Lodge Music License
10/19/2016	Ereplacementparts.Com	\$48.32	10-1132-4207	Saw parts
10/03/2016	Etrailer	\$139.95	90-9000-4201	Trailer tongue weight scale
10/03/2016	Etrailer	\$78.95	90-9000-4892	Trailer coupler for work order
10/21/2016	Evergreen Custom Media	\$1,900.00	80-8000-4266	Full page winter Adventure Park ad in Frisco Copper M
10/21/2016	Evergreen Custom Media	\$1,900.00	80-8000-4266	Full page sponsor ad for Coors in Frisco Copper Maga
10/21/2016	Evergreen Custom Media	\$1,000.00	80-8000-4266	1/3 page sponsor ad for Cupcake Vineyards in Frisco C
10/21/2016	Evergreen Custom Media	\$1,900.00	80-8000-4266	Full page Marina ad in Frisco Copper Magazine
10/25/2016	Evergreen Custom Media	\$1,900.00	80-8000-4266	Full page sponsor ad for Baymont in Frisco Copper Ma
10/18/2016	Facebk 2j92dae2v2	\$25.00	20-2000-5066	Promoted Instagram post for the Trails Master Plan



09/30/2016	Facebk Qz78m92a52	\$292.12	10-1118-4265	Fall Fest, Fall Locals' Party and Frisco Bay Marina
09/30/2016	Facebk Y4h8la6ms2	\$4.93	10-1160-4480	Facebook Promotion for FAP Job Fair
10/06/2016	Fallline Corp	\$7,150.57	10-1160-4201	Signage, Fencing, and Padding for FAP Tubing Hill
10/10/2016	Fastenal Company01	\$91.23	20-2000-5046	Parts for Town Hall sign
10/19/2016	Fastenal Company01	\$14.92	10-1133-4205	Shop supplies
10/13/2016	Ferguson Ent #431	\$40.18	10-1132-4207	Wrench for plumbing truck
10/13/2016	Ferguson Ent #431	\$6.94	10-1132-4207	Community Centertoilet
10/14/2016	Ferguson Ent #431	\$25.05	10-1132-4207	Community Center toilet
10/05/2016	Franklincoveyproducts	\$38.34	10-1121-4233	Office supplies
10/19/2016	Franklincoveyproducts	-\$31.85	10-1121-4233	Item returned less shipping
10/21/2016	Frisco Lodge	\$327.00	10-1110-4265	Town Manager Recruitment
10/26/2016	Fsi*xccl Energy Pmts	\$3,000.00	10-1160-4401	Gas/Electricity - Frisco Adventure Park
10/26/2016	Fsi*xccl Energy Pmts	\$3,000.00	10-1131-4401	Electricity - Street Lights
10/26/2016	Fsi*xccl Energy Pmts	\$384.50	10-1125-4401	Gas/Electricity - Frisco Historic Park & Museum
10/26/2016	Fsi*xccl Energy Pmts	\$3,000.00	40-4000-4401	Gas/Electricity - Water Treatment Plant & Wells
10/26/2016	Fsi*xccl Energy Pmts	\$444.32	40-4000-4401	Gas/Electricity - Water Treatment Plant & Wells
10/26/2016	Fsi*xccl Energy Pmts	\$1,066.32	90-9000-4401	Gas/Electricity - Frisco Bay Marina
10/26/2016	Fsi*xccl Energy Pmts	\$442.50	10-1160-4401	Gas/Electricity - Frisco Adventure Park
10/26/2016	Fsi*xccl Energy Pmts	\$1,356.32	10-1131-4401	Electricity - Street Lights
10/26/2016	Fsi*xccl Energy Pmts	\$2,550.69	10-1132-4401	Gas/Electricity - Town Buildings
10/26/2016	Fsi*xccl Energy Pmts	\$181.12	80-8000-4585	Gas/Electricity - Nordic Building
10/26/2016	Fsi*xccl Energy Pmts	\$201.82	80-8000-4401	Gas/Electricity - Old Town Hall
10/04/2016	George T Sanders 02	\$5.35	10-1132-4207	Community Center toilet repair
10/05/2016	George T Sanders 02	\$93.12	80-8000-4586	Parts for air piping at Adventure Park
10/05/2016	Gih*globalindustrialeq	\$201.10	10-1170-4221	Rugs for Nordic Center
10/21/2016	Gordon Biersch Kansas Ci	\$27.30	10-1119-4210	Conference - Meal
10/02/2016	Gotprint.Com	\$58.93	10-1121-4233	Business Cards
10/11/2016	Gotprint.Com	\$24.19	10-1115-4233	Administration Business Cards
10/13/2016	Government Finance	\$380.00	10-1115-4227	Conference - Registration Fees
10/19/2016	Government Finance	\$150.00	10-1114-4210	GFOA Membership Dues
10/12/2016	Grand Lux Cafe Venetian	\$16.60	10-1114-4227	Conference - Meal

10/03/2016	Hacienda Real	\$26.74	10-1130-4227	Public Works Department head meeting
10/20/2016	Hacienda Real	\$109.25	10-1110-4229	Managers Meeting Lunch
10/01/2016	Hampton Inns	\$567.00	10-1131-4227	Conference - lodging
10/01/2016	Hampton Inns	\$567.00	10-1131-4227	Conference - lodging
10/01/2016	Hampton Inns	\$567.00	10-1131-4227	Conference - lodging
10/01/2016	Hampton Inns	\$567.00	10-1131-4227	Conference - lodging
10/08/2016	Harbor Freight Tools 394	\$150.84	80-8000-4586	Snow Making Tool Box Tools
10/26/2016	Hd Supply Waterworks 593	\$60.91	40-4000-4425	Brass plugs for service line abandonment
10/18/2016	High Country Custom Impre	\$72.00	10-1110-4650	Retirement plaque
10/19/2016	Hilton Hotel San Diego	\$2,865.17	10-1121-4227	Conference - lodging
10/07/2016	Hobby-Lobby #0030	\$57.82	10-1140-4852	Costume supplies
10/04/2016	Homedepot.Com	\$164.88	10-1160-4411	Tubing supplies
10/20/2016	Hotel Frisco	\$294.03	10-1110-4265	Town Manager Recruitment
10/21/2016	Hotel Frisco	-\$54.06	10-1110-4265	Credit Voucher Hotel Frisco Town Manager Recruitme
10/21/2016	Hotel Frisco	\$294.03	10-1110-4265	Town Manager Recruitment
10/14/2016	In *ace Sewer And Drain L	\$377.00	90-9000-4207	Sewer line jetting
10/14/2016	In *clearwater Cleanup Co	\$245.00	90-9000-4401	Grease trap pumpout
10/15/2016	In *clearwater Cleanup Co	\$470.00	90-9000-4401	Pumpout barge
10/11/2016	In *colorado Runner	\$500.00	10-1150-4265	eblast for Girls on the Run 5k and Turkey Day 5k
10/19/2016	In *coloradomountainactiv	\$4,870.00	90-9000-4265	Advertising, online
10/11/2016	In *sanitary Supply Corp.	\$538.64	80-8000-4477	Restroom Supplies
10/11/2016	In *the Association Of Ma	\$100.00	90-9000-4210	Association dues
10/13/2016	In *turner Morris, Inc	\$87.55	20-2000-5046	Town Hall sign
10/06/2016	Indust Health Serv Networ	\$43.90	10-1110-4250	DOT Drg Scrn & MRO Services
10/10/2016	Infinity Certified Weldin	\$67.50	90-9000-4892	Steel for work order

10/12/2016	Infinity Certified Weldin	\$58.44	10-1133-4205	Steel for making water keys
10/17/2016	Infinity Certified Weldin	\$25.46	10-1133-4205	Steel for hitches
10/03/2016	Innermountain Distributin	\$71.40	90-0090-1651	Marina retail food
10/20/2016	International Institute O	\$160.00	10-1115-4210	IIMC dues - Wohlmuth
10/14/2016	Intl Code Council Inc	\$80.00	10-1119-4210	Plumbing Inspector Certification Renewal
10/23/2016	Intl Code Council Inc	\$89.95	10-1119-4230	Reference book
10/05/2016	Johnson Outdoor Wtrcra	\$16.70	90-9000-4892	Special order foot pegs
10/13/2016	K D Flags Llc	\$44.95	10-1131-4403	Flag pole neverfuls
10/21/2016	Kois Brothers Equipment	\$165.11	10-1133-4205	Belos filter
10/18/2016	Krystal Broadcasting	\$1,200.00	10-1118-4265	Radio advertising for Fall Fest and Fall Local's Party
10/25/2016	L.L. Johnson Dist	\$234.90	30-3000-4262	Irrigation supplies
10/25/2016	Lawson Products	\$382.22	90-9000-4201	Service Shop Supplies
10/07/2016	Layne Christensen Co	\$1,200.00	40-4000-4280	Inspection video for Well #6
10/25/2016	Lewisco	\$58.29	10-1131-4403	Concrete tools
10/06/2016	Lids 5879	\$76.54	10-1121-4270	Uniform caps
10/21/2016	Lighting Accessory	\$9,452.74	20-2000-4101	Electric and lighting for new patrol vehicle
10/13/2016	Lindo Michoacan	\$20.00	10-1114-4227	Conference - Meal
09/28/2016	Littleton Reg Co St Park	\$155.75	90-9000-4205	Boat registration
10/14/2016	Littleton Reg Co St Park	\$45.25	90-9000-4205	Boat registration
10/18/2016	Littleton Reg Co St Park	-\$155.75	90-9000-4205	Boat registration credit
09/30/2016	Living Direct, Inc.	\$289.00	10-1170-4221	Cooler/Fridge for Nordic Center Food and Beverage se
10/07/2016	Log Cabin Cafe	\$24.00	10-1115-4227	Lunch with Mayor
09/29/2016	Lone Star #4909	\$88.48	10-1131-4227	Conference - meal (4 staff)
10/17/2016	Longs Peak Equip Co	\$88.71	10-1133-4205	Filters for Marina tractor

09/29/2016	Lowes #03206	\$21.98	40-4000-4201	Water department supplies
09/30/2016	Lowes #03206	\$69.96	10-1160-4409	Tubing supplies
10/02/2016	Lowes #03206	\$54.94	10-1160-4411	Tubing supplies/hardware
10/02/2016	Lowes #03206	-\$7.47	10-1119-4233	Credit Voucher Lowes #03206
10/03/2016	Lowes #03206	\$73.20	10-1132-4207	Energy audit work
10/03/2016	Lowes #03206	\$12.81	10-1140-4852	Nail for Haunted House
10/04/2016	Lowes #03206	\$86.70	80-8000-4586	Air piping for Adventure Park
10/04/2016	Lowes #03206	\$5.58	10-1132-4207	Toilet repair
10/04/2016	Lowes #03206	\$288.20	80-8000-4586	Office construction supplies
10/04/2016	Lowes #03206	\$15.20	90-9000-4201	Shrink wrap lumber
10/04/2016	Lowes #03206	\$118.91	20-2000-5046	Town Hall flag pole
10/04/2016	Lowes #03206	\$298.36	40-4000-4201	Tools and parts for water truck
10/04/2016	Lowes #03206	\$13.98	10-1133-4271	Shop tools
10/05/2016	Lowes #03206	\$7.56	80-8000-4586	Air piping for Adventure Park
10/05/2016	Lowes #03206	\$15.24	30-3000-4262	Concrete for gift bench
10/05/2016	Lowes #03206	\$80.82	40-4000-4280	Parts for Well #6
10/06/2016	Lowes #03206	\$52.64	10-1160-4207	Building supplies
10/07/2016	Lowes #03206	\$21.98	10-1132-4207	New blade for Town Hall sign
10/10/2016	Lowes #03206	\$50.56	10-1140-4205	Wood for shelves for the Sally Port
10/10/2016	Lowes #03206	\$27.09	10-1125-4233	Door Latch
10/10/2016	Lowes #03206	\$98.31	80-8000-4586	Snowmaking Headlams, Snow Hose Shelf Parts
10/11/2016	Lowes #03206	\$165.84	20-2000-5046	Town Hall flag pole
10/12/2016	Lowes #03206	\$15.92	10-1132-4207	Trim piece for kegerator
10/12/2016	Lowes #03206	\$66.36	90-9000-4201	Grinder accessories
10/13/2016	Lowes #03206	\$15.92	10-1133-4205	Shop supplies
10/13/2016	Lowes #03206	\$46.77	80-8000-4586	Air line parts
10/13/2016	Lowes #03206	\$107.51	10-1132-4207	Community Center repairs
10/13/2016	Lowes #03206	\$83.66	10-1140-4852	Haunted House supplies
10/14/2016	Lowes #03206	\$66.08	10-1140-4852	Haunted house supplies
10/15/2016	Lowes #03206	\$321.15	10-1170-4205	Tools and equipment for Nordic
10/17/2016	Lowes #03206	\$7.95	10-1132-4207	Screws; Corner brackets
10/17/2016	Lowes #03206	\$35.12	10-1132-4207	Frame wood
10/17/2016	Lowes #03206	\$39.40	10-1125-4205	Door Hardware
10/17/2016	Lowes #03206	\$19.87	40-4000-4275	Supplies to re-route MXU wiring
10/18/2016	Lowes #03206	\$54.16	10-1160-4207	Nordic Restroom supplies
10/19/2016	Lowes #03206	\$84.03	20-2000-5046	Town Hall sign materials
10/19/2016	Lowes #03206	\$157.90	10-1131-4403	Supplies for concrete forms
10/20/2016	Lowes #03206	\$80.46	20-2000-5046	Town Hall sign paint supplies
10/21/2016	Lowes #03206	\$42.18	10-1132-4207	Shop supplies; Shed
10/21/2016	Lowes #03206	\$119.00	90-9000-4201	Grinder
10/21/2016	Lowes #03206	\$66.00	90-9000-4205	Beach fence
10/24/2016	Lowes #03206	\$10.43	20-2000-5046	Town Hall signs

10/24/2016	Lowes #03206	\$6.66	10-1160-4409	Nordic site prep supplies
10/24/2016	Lowes #03206	\$71.07	10-1160-4409	Snowmaking Tools and Supplies
10/24/2016	Lowes #03206	\$4.97	10-1160-4207	Maintenance Security System Splice
10/25/2016	Lowes #03206	\$59.16	10-1132-4207	Storm window
10/25/2016	Lowes #03206	\$9.98	10-1125-4205	Hardware
10/27/2016	Lowes #03206	\$7.07	10-1132-4207	Day Lodge kegerator
10/27/2016	Lowes #03206	\$326.05	10-1160-4207	Nordic Restroom Paint
10/27/2016	Lowes #03206	\$34.98	10-1160-4207	Paint for FNC Bathrooms
10/04/2016	Mack Sails	\$1,058.23	90-9000-4892	Roller furler
10/03/2016	Maglite Retail	\$7.00	10-1119-4202	Flashlight replacement bulbs - shipping
10/24/2016	Marriott Hotel	\$802.38	10-1119-4227	Conference - lodging
10/21/2016	Marriott Hotels F/b	\$9.46	10-1119-4227	Conference - meal
10/23/2016	Marriott Hotels F/b	\$7.24	10-1119-4227	Conference - meal
10/02/2016	Maverik #463	\$22.21	10-1121-4227	Training - meal
10/20/2016	McDonalds F23780	\$5.29	10-1119-4227	Conference - meal
10/13/2016	Moose Jaw	\$144.00	90-9000-4890	Crane day lunch
10/05/2016	Moosejaw Equipment Supply	\$79.96	10-1132-4207	Safety rope for Town Hall
10/10/2016	Mountain Pest Control	\$50.00	10-1132-4400	Rodent control and Nordic Center
10/04/2016	Murdochs	\$128.90	90-9000-4200	Gloves
10/07/2016	Murdochs	\$54.95	30-3000-4262	Zip ties for tennis court
10/13/2016	Murdochs	\$119.99	80-8000-4586	Air line parts
10/21/2016	Murdochs	\$32.99	10-1134-4270	Winter gloves
10/21/2016	Neves Uniforms &	\$1,558.65	10-1121-4270	Uniforms
10/12/2016	Next Page Books And No	\$17.19	10-1115-4227	Training book
10/24/2016	Nor*northern Tool	\$239.97	80-8000-4586	Air regulators for Adventure Park
10/11/2016	Nra*credential Renewal	\$50.00	10-1121-4227	Certification
10/06/2016	Nsaa	\$150.00	10-1160-4227	Conference registration
10/03/2016	Office Depot #1080	\$23.70	10-1170-4221	Nordic Office Supplies

10/04/2016	Office Depot #1080	\$43.10	10-1170-4221	Nordic Office Supplies
10/24/2016	Officemax/officedepot6604	\$90.99	40-4000-4200	Printer for Water Treatment Plant
10/21/2016	Olympic Well And Pump Se	\$150.00	40-4000-4250	BAC-T samples
10/01/2016	Otrattw	\$19.35	90-9000-4892	Switches for work order
10/08/2016	Outdoor Research Inc.	\$2,449.68	10-1160-4270	Snowmaking uniforms
09/30/2016	Ovr	\$99.99	10-1170-4221	Bar stools for Nordic guest service desk
10/25/2016	Pandora	\$5.13	10-1160-4401	FAP Day Lodge House Music
09/29/2016	Paskal Usa Inc	\$836.32	90-0090-1651	Dry Bags for Marina Office
10/03/2016	Paypal	\$500.00	10-1170-4210	Colorado Cross Country Ski Areas Association membe
10/27/2016	Paypal	\$58.05	10-1140-4811	Ugly Sweater Challenge Trophy
10/12/2016	Peavey Corp.	\$347.60	10-1121-4233	PD evidence supplies
10/11/2016	Peppinos Pizza And Subs	\$238.75	10-1111-4229	Town Council Supplies
10/20/2016	Peppinos Pizza And Subs	\$61.50	10-1119-4306	Planning Commission Expenses
10/12/2016	Perfectpass Control Sy	\$71.00	90-9000-4892	Work order controller/pump
10/07/2016	Petco 2428 63524284	\$23.97	10-1140-4852	VIP Night invites
10/04/2016	Petco 2434 63524342	\$23.97	10-1140-4852	VIP Night Invites
10/13/2016	Petco Com 00069880	\$6.29	10-1140-4852	VIP Night invite
10/18/2016	Petco Com 00069880	-\$6.29	10-1140-4852	Return Item for VIP Night invite
10/17/2016	Pika Glass	\$159.68	10-1132-4207	Employee housing window
10/24/2016	Pinnacle Promotions	\$3,172.92	10-1140-4811	Ugly Sweater Challenge Hat
10/27/2016	Pinnacol Assurance	\$15,003.07	10-1110-4502	Pinnacol Assurance monthly payment
10/21/2016	Pioneer Printing	\$1,599.85	80-8000-4233	Main Street Mile Maps
10/27/2016	Pioneer Printing	\$535.46	10-1118-4265	Printing for Local's Party postcard for local box holders
10/22/2016	Pizza Bar	\$10.00	10-1119-4227	Conference - meal
10/01/2016	Qdoba 38	\$11.20	10-1121-4227	Training - meal



10/02/2016	Quality Inn Delta	\$265.94	10-1121-4227	Training - lodging
10/01/2016	Quill Corporation	\$32.98	10-1130-4233	Calendars; Mouse pad
10/04/2016	Quill Corporation	\$13.99	10-1130-4233	Calendars; Mouse pad
10/12/2016	Quill Corporation	\$74.57	10-1130-4233	Pens and highlighters
10/13/2016	Quill Corporation	\$84.56	10-1130-4233	Pens; Kleenex
10/26/2016	Quill Corporation	\$149.94	10-1130-4227	Coffee
10/17/2016	Rainmaster	\$230.85	30-3000-4262	Irrigation monthly service
10/11/2016	Rei	\$609.36	10-1121-4233	2017 CRS books
10/01/2016	Rightsignature Llc	\$24.00	90-9000-4210	Signature capture
10/10/2016	Rocky Mountain Cabana Sp	\$154.00	90-9000-4401	Port-o-lets
10/24/2016	Rocky Mountain Cabana Sp	\$128.00	90-9000-4401	Port-o-lets
10/24/2016	Rocky Mountain Cabana Sp	\$878.00	80-8000-4589	Port-o-lets
10/10/2016	Rocky Mountain Coffee Roa	\$34.50	10-1131-4227	Refreshments for winter operations meeting
10/18/2016	Rocky Mountain Coffee Roa	\$1.86	10-1115-4227	Citizen meeting
10/18/2016	Rocky Mountain Coffee Roa	\$6.73	10-1115-4227	Citizen meeting
10/20/2016	Rocky Mountain Coffee Roa	\$51.75	10-1131-4227	All-Staff breakfast
10/24/2016	Rocky Mountain Coffee Roa	\$37.50	10-1170-4221	Coffee for Cross Country Ski Area Association Meeting
09/27/2016	Safeway Store00008367	\$16.47	10-1160-4221	Job fair food
09/28/2016	Safeway Store00008367	\$99.94	10-1111-4229	Food for Lake Hill Open House
09/28/2016	Safeway Store00008367	\$22.48	10-1110-4265	Safeway -snacks for Senior Cntr job fair
10/04/2016	Safeway Store00008367	\$13.59	10-1111-4229	Council snacks
10/04/2016	Safeway Store00008367	\$43.76	10-1111-4229	Council snacks
10/06/2016	Safeway Store00008367	\$26.59	10-1125-4233	Cleaning Supplies
10/06/2016	Safeway Store00008367	\$10.88	10-1119-4306	Planning Commission Expenses
10/11/2016	Safeway Store00008367	\$24.96	10-1111-4229	Town Council Supplies
10/11/2016	Safeway Store00008367	\$19.31	10-1131-4227	Refreshments for winter operations meeting
10/12/2016	Safeway Store00008367	\$77.91	10-1125-4890	Event Décor-Food
10/12/2016	Safeway Store00008367	\$79.96	10-1121-4233	Office supplies
10/17/2016	Safeway Store00008367	\$136.83	10-1125-4890	Event Food
10/19/2016	Safeway Store00008367	\$32.23	10-1130-4227	All-Staff breakfast
10/20/2016	Safeway Store00008367	\$22.16	10-1130-4227	All-Staff breakfast
10/21/2016	Safeway Store00008367	\$3.99	10-1118-4590	November Better Homes and Gardens Magazine with
10/25/2016	Safeway Store00008367	\$7.99	10-1130-3222	Shop soda for soda machine
10/26/2016	Safeway Store00008367	\$365.23	10-1140-4852	VIP Night Foods
10/26/2016	Safeway Store00008367	\$22.77	10-1160-4480	Snacks and Beverages for FAP Job Fair

10/05/2016	Sailrite	\$77.54	10-1125-4233	Recover chair fabric and snaps - Historic Museum
10/02/2016	Sanders True Value Hardw	\$35.92	10-1160-4411	Tubing supplies/hardware
10/04/2016	Sanders True Value Hardw	\$199.95	90-9000-4205	Weed whacker
10/04/2016	Sanders True Value Hardw	\$17.77	90-9000-4201	Screws and plastic wrap
10/18/2016	Sanders True Value Hardw	\$138.60	10-1132-4207	Windows for Nordic shed
10/18/2016	Sanders True Value Hardw	\$31.99	90-9000-4201	Grinding face shield
10/18/2016	Sanders True Value Hardw	\$59.88	90-9000-4401	Propane
10/19/2016	Sanders True Value Hardw	\$65.66	30-3000-4262	Delineators; Gloves
10/21/2016	Sanders True Value Hardw	\$92.85	10-1131-4403	Chain saw supplies
10/25/2016	Sanders True Value Hardw	\$54.00	10-1132-4207	Storm window
10/20/2016	Sgs Accutest Inc.	\$369.50	40-4000-4250	Lead and copper samples
10/13/2016	Shell Oil 57444276604	\$26.70	10-1160-4227	Gas Purchase - Aspen Work Trip
10/27/2016	Sherwin Williams 707277	\$21.38	40-4000-4280	Marking paint for Well #7
10/03/2016	Shrm Store Online	\$190.00	10-1115-4210	SHRM dues
10/07/2016	Skillpath National	\$149.00	10-1140-4227	Communication Training
09/27/2016	Smiling Moose Deli - F	\$132.00	10-1110-4650	Lunch and Learn - meal
10/17/2016	Spectrum Mobile Services	\$75.00	10-1110-4203	Cellphone support
10/04/2016	Spinellis Pizza & Sub	\$60.00	10-1110-4650	Gift Certificate - promotion
10/06/2016	Spinellis Pizza & Sub	\$38.75	10-1125-4233	Museum Staff Pizza Lunch
09/28/2016	Sprint *wireless	\$2,061.05	10-1110-4203	General government cell phones
09/28/2016	Sprint *wireless	\$102.09	40-4000-4203	Water department cell phones
09/28/2016	Sprint *wireless	\$316.10	90-9000-4203	Marina cell phones
10/11/2016	Sprint *wireless	\$70.00	10-1110-4203	Personal Cell Phone stipend
10/12/2016	Sq *blue River Lock	\$50.00	10-1160-4205	Tool Box Keys
10/03/2016	Sq *high Country Conserva	\$200.00	10-1132-4207	Energy Audit - 113 and 118 Granite
10/11/2016	Stapls7164138593000001	\$171.54	10-1110-4233	General Office Supplies
10/25/2016	Stapls7164909369000001	\$30.29	10-1115-4233	Admin Supplies
10/25/2016	Stapls7164909369000001	\$103.48	10-1110-4233	Office Supplies
10/25/2016	Stapls7164909369000002	\$3.16	10-1110-4233	Office Supplies

10/25/2016	Stapls7164941667000001	\$35.92	10-1110-4233	Office Supplies
10/27/2016	Stapls7165036455000001	\$23.99	10-1115-4233	Office Supplies
10/27/2016	Stapls7165036455000002	\$23.99	10-1115-4233	Office Supplies
10/20/2016	Subway 00106161	\$7.55	10-1119-4227	Conference - meal
10/02/2016	Subway 00108621	\$9.39	10-1121-4227	Training - meal
09/30/2016	Subway 00354241	\$11.11	10-1121-4227	Training - meal
09/30/2016	Summit Paint And Stain	\$27.74	10-1133-4205	Rust remover
10/19/2016	Summit Paint And Stain	\$88.25	20-2000-5046	Paint for Town Hall sign
10/06/2016	Summitchamb	\$25.00	10-1110-4265	Job Fair - Senior Center room fee
10/21/2016	Supershuttle Execucarkci	\$18.00	10-1119-4227	ICC Code Hearings - airport shuttle
10/24/2016	Supershuttle Execucarkci	\$18.00	10-1119-4227	ICC Code Hearings - airport shuttle
10/04/2016	Surveymonkey.Com	\$26.00	10-1110-4250	Monthly subscription
10/13/2016	Tao Las Vegas Restaurant	\$30.00	10-1114-4227	Conference - Meal
10/03/2016	Target 00015255	\$144.87	10-1140-4852	Candy and Pumpkin Pails
10/22/2016	Target 00015255	\$543.43	10-1170-4221	Nordic center tv and speaker
10/24/2016	Target 00015255	\$14.00	10-1125-4890	Décor - Events
10/24/2016	Target 00015255	\$10.00	10-1140-4852	Pumpkin pails for businesses
10/12/2016	Tavernwest	\$75.00	10-1118-4590	Gift Certificate - marketing
10/14/2016	The Association Of Ma	\$449.00	90-9000-4227	Conference registration
10/05/2016	The Beverage Factory	\$2,179.17	10-1160-4225	Kegerator and Beer Refrigerator for FAP Kitchen
10/04/2016	The Key People Co	\$840.00	10-1160-4477	September FAP Day Lodge Cleaning
10/10/2016	The Key People Co	\$1,980.00	10-1132-4207	September cleaning service
10/14/2016	The Lost Cajun	\$37.34	10-1140-4852	Haunted House Building Crew meal
10/06/2016	The Springs Resort	\$188.94	10-1111-4227	CAST Meeting - Lodging
10/19/2016	The Springs Resort	\$169.00	10-1115-4227	CAST Meeting - Lodging
10/12/2016	The Ups Store 1378	\$11.50	80-8000-4202	Literature Shipping
10/11/2016	The Wild Flower Trading C	\$26.01	90-0090-1651	Flower postcards - Marina retail

09/30/2016	Thyssenkruppelevator Web	\$1,262.46	10-1132-4207	Quarterly maintenance for Town Hall elevator
10/02/2016	Timberline Disposal	\$419.15	10-1132-4411	Town Hall trash service
10/02/2016	Timberline Disposal	\$180.00	10-1160-4401	Trash Removal for Nordic Center
10/02/2016	Timberline Disposal	\$325.00	10-1160-4401	Trash Removal FAP Day Lodge
10/03/2016	Tlo Transunion	\$25.00	10-1121-4210	PD database subscription – monthly
10/10/2016	Tmobile Postpaid Web	\$35.00	10-1110-4203	Personal Cell Phone stipend
10/05/2016	Tommyknocker Brewery And	\$42.00	10-1115-4227	Lunch with 2 staff
10/20/2016	Traffix Devices Inc	\$243.19	10-1131-4403	Road work signs
10/01/2016	Ups	\$10.21	10-1130-4202	Return postage for irrigation ship board
10/12/2016	Ups	\$16.42	40-4000-4202	Return postage for meter reading handheld
10/04/2016	Us Green Build Council	\$300.00	10-1119-4210	Conference registration
10/15/2016	Us Green Build Council	\$156.32	10-1119-4210	CDD Training Materials
10/15/2016	Us Green Build Council	\$199.00	10-1119-4210	CDD Training Materials
10/17/2016	Usa*minute Key, Inc.	\$3.23	10-1140-4852	Key to SOS
09/29/2016	Uscleanpro.Com	\$370.00	10-1125-4477	Custodial Services
10/17/2016	Usps 07338402130317895	\$14.00	10-1121-4202	Returned lost and found item
10/07/2016	Vehicle Registrati	\$2.97	90-9000-4206	Tractor plates
10/14/2016	Venetian/palazzo Frt Desk	\$434.56	10-1114-4227	Conference - Lodging
10/04/2016	Vermont Systems Inc	\$375.00	10-1110-4704	Recreation Software Hosting Services
10/04/2016	Vermont Systems Inc	\$187.50	80-8000-4704	Recreation Software Hosting Services
10/04/2016	Vermont Systems Inc	\$187.50	90-9000-4704	Recreation Software Hosting Services
10/10/2016	Vermont Systems Inc	\$1,469.03	10-1170-4221	Rec Trac for Nordic Center
10/17/2016	Vieco/888-412-6136	\$2,006.59	80-8000-4588	Cowbells for GOTR 5K
10/12/2016	Vinny's Euro American Cui	\$75.00	10-1118-4590	Gift Certificate - promotion
10/15/2016	Vzwrllss*apocc Visb	\$62.18	90-9000-4203	Marina cell phones
10/15/2016	Vzwrllss*apocc Visb	\$55.67	40-4000-4203	Water department cell phones
10/15/2016	Vzwrllss*apocc Visb	\$436.96	10-1110-4203	All other cell phones

10/15/2016	Vzwrlls*my Vz Vn P	\$65.00	10-1110-4203	Personal Cell Phone Stipend
10/28/2016	Vzwrlls*my Vz Vn P	\$70.00	10-1110-4203	Personal Cell Phone Stipend
10/14/2016	Vzwrlls*my Vz Vw P	\$70.00	10-1110-4203	Personal Cell Phone Stipend
10/24/2016	Vzwrlls*my Vz Vw P	\$65.50	10-1110-4203	Personal Cell Phone Stipend
10/12/2016	Wagner Rents Silverthorn	\$400.00	80-8000-4586	Lift rental to install air lines
10/14/2016	Wagner Rents Silverthorn	\$644.40	10-1133-4205	Filter and fuel for new air compressor
09/28/2016	Wal-Mart #0986	\$1.88	10-1132-4207	Hydraulic oil
09/28/2016	Wal-Mart #0986	\$31.64	90-9000-4401	Porpane
09/28/2016	Wal-Mart #0986	\$28.85	40-4000-4200	Bulbs for restroom; scissors
10/03/2016	Wal-Mart #0986	\$3.94	10-1132-4207	Storm windows
10/11/2016	Wal-Mart #0986	\$19.77	10-1131-4227	Refreshments for winter operations meeting
10/12/2016	Wal-Mart #0986	\$36.51	10-1121-4276	Community assistance incident 2016-6054
10/13/2016	Wal-Mart #0986	\$18.52	80-8000-4268	Halloween Candy
10/17/2016	Wal-Mart #0986	\$3.86	20-2000-5046	Town Hall sign
10/19/2016	Wal-Mart #0986	\$3.96	10-1130-4233	Kitchen and offices supplies
10/20/2016	Wal-Mart #0986	\$4.50	10-1134-4205	Electrical tape for Xmas lights
10/21/2016	Wal-Mart #0986	\$20.67	10-1132-4207	Xmas lights
10/21/2016	Wal-Mart #0986	\$18.38	10-1132-4207	Xmas lights
10/26/2016	Wal-Mart #0986	\$5.77	10-1131-4403	Tape
09/28/2016	Wal-Mart #986	\$1.92	10-1119-4233	Pens and index cards for Lake Hill Community Conver
10/03/2016	Wal-Mart #986	\$39.88	40-4000-4200	New computer mouse
10/05/2016	Wal-Mart #986	\$23.28	10-1125-4890	Pumpkins
10/06/2016	Wal-Mart #986	\$10.34	10-1140-4852	Halloween costumes for statues
10/06/2016	Wal-Mart #986	\$14.42	10-1130-4233	Kitchen supplies
10/06/2016	Wal-Mart #986	\$15.48	30-3000-4262	Anti freeze for irrigation blow-out
10/07/2016	Wal-Mart #986	\$38.69	10-1160-4477	Cleaning Supplies for FAP Office
10/11/2016	Wal-Mart #986	\$26.09	10-1140-4852	Costume supplies
10/11/2016	Wal-Mart #986	\$6.74	10-1140-4852	Costume Supplies
10/11/2016	Wal-Mart #986	\$7.27	10-1121-4233	lock for radar trailer
10/11/2016	Wal-Mart #986	\$29.92	10-1134-4233	Cell phone case; Shop soda
10/11/2016	Wal-Mart #986	\$4.68	10-1130-3222	Cell phone case; Shop soda
10/17/2016	Wal-Mart #986	\$56.46	10-1132-4207	X-mas lights
10/18/2016	Wal-Mart #986	\$48.60	10-1134-4270	Gloves for crew
10/18/2016	Wal-Mart #986	\$42.03	10-1160-4480	Candy for FAP Job Fair
10/21/2016	Wal-Mart #986	\$5.74	10-1133-4205	Battery for oil guns
10/25/2016	Wal-Mart #986	\$10.61	90-9000-4200	Paper towels and batteries.
10/26/2016	Wal-Mart #986	\$8.41	20-2000-5046	Town Hall sign supplies
10/26/2016	Wal-Mart #986	\$17.10	10-1121-4233	Sergeants meeting supplies
10/27/2016	Wal-Mart #986	\$18.51	10-1132-4207	Xmas lights; Day Lodge kegerator
10/27/2016	Wal-Mart #986	\$22.36	40-4000-4280	MSDS supplies for well houses

09/30/2016	Waste Mgmt Wm Ezpay	\$115.50	10-1132-4207	1st & Main trash service
10/01/2016	Waste Mgmt Wm Ezpay	\$80.85	90-9000-4401	Recycling
10/05/2016	Waste Mgmt Wm Ezpay	\$257.99	90-9000-4401	Marina trash service
10/05/2016	Waste Mgmt Wm Ezpay	\$134.46	10-1132-4207	Historic Park trash service
10/05/2016	Waste Mgmt Wm Ezpay	\$321.74	10-1132-4207	Town Hall trash service
10/05/2016	Waste Mgmt Wm Ezpay	\$230.02	10-1132-4207	Old Town Hall trash service
10/13/2016	Wear Parts And Equipment	\$227.96	10-1133-4205	Cutting edge and bolts for skid bucket
09/29/2016	West Marine #400	\$215.84	90-9000-4892	Turnbuckles
09/29/2016	West Marine #400	\$286.28	90-9000-4201	Boat Soap
10/14/2016	Western Storage And Handl	\$552.78	10-1131-4403	Lockers for shop
10/14/2016	Western Storage And Handl	\$552.78	10-1133-4205	Lockers for shop
10/14/2016	Western Storage And Handl	\$276.40	10-1132-4207	Lockers for shop
10/14/2016	Western Storage And Handl	\$829.17	30-3000-4262	Lockers for shop
10/01/2016	Which Wich #425	\$45.42	10-1160-4221	Staff lunch
10/26/2016	Which Wich #425 Cater	-\$5.05	10-1121-4233	Refund of sales tax
10/26/2016	Which Wich #425 Cater	\$79.80	10-1121-4233	Sergeants meeting meal
09/27/2016	Wholefds Fco #10470	\$36.63	10-1111-4229	Town Council Supplies
09/27/2016	Wholefds Fco #10470	\$254.12	10-1110-4650	Lunch and Learn
10/06/2016	Wholefds Fco #10470	\$25.48	10-1119-4306	Planning Commission Expenses
10/11/2016	Wholefds Fco #10470	\$25.00	10-1118-4590	Gift certificate - sponsorship
10/25/2016	Wholefds Fco #10470	\$13.97	10-1111-4229	Council Supplies
10/18/2016	Wholesale Resort Accessor	\$1,907.86	10-1160-4223	Gloves/Hats/Goggles for FAP Retail
10/14/2016	Ww Grainger	\$80.64	10-1131-4270	Ear plugs
10/14/2016	Ww Grainger	\$22.55	10-1131-4270	Face shield
10/26/2016	Ww Grainger	\$124.74	10-1160-4208	Lift maintenance
10/17/2016	Wylaco Const Supply Co	<u>\$300.00</u>	10-1131-4403	Concrete stake
		<u><u>\$168,316.43</u></u>		

## **CONTRACT FOR GOODS AND/OR SERVICES**

THIS AGREEMENT ("Agreement"), made to be effective as of the 13th day of December 2016, between the Town of Frisco, a Colorado home rule municipal corporation, hereinafter referred to as "FRISCO" and HBL Consulting, Inc., a Colorado Corporation, as an independent contractor, hereinafter referred to as "CONSULTANT," provides as follows:

### **ARTICLE I SCOPE OF SERVICES**

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

Section 1.2 Scope of Services: FRISCO agrees to retain CONSULTANT to complete the Project. CONSULTANT shall commence work upon direction to proceed and complete the Project on or before December 31, 2017, at which time this Agreement shall terminate. Additional services beyond those listed in Exhibit A, if requested, shall be provided only when authorized in writing by FRISCO.

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

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

### **ARTICLE II ADMINISTRATION OF THIS AGREEMENT**

Section 2.1 Project Performance: In consideration of the compensation provided for in this Agreement, CONSULTANT agrees to perform or supply the Project, in accordance with generally accepted standards and practices of the industry, and warrants all materials incorporated in the Project to be free from defect of material or workmanship and conform strictly to the specifications, drawings or samples specified or furnished. This Section 2.1 shall survive any inspection, delivery, acceptance or payment by FRISCO.



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

Section 2.3 Ownership and Use of Documents:

(a) Any documents prepared by CONSULTANT, and copies thereof furnished to other parties, are for use solely with respect to this Project. They are not to be used by any other consultant or sub-consultant on other projects or for additions to this Project outside the scope of the work without the specific written consent of FRISCO. Other contractors and subcontractors are authorized to use and reproduce applicable portions of the documents prepared by CONSULTANT appropriate to and for use in the execution of their work under this Agreement. All documents prepared by CONSULTANT in its performance of this Agreement shall be considered works for hire and any copyright associated with such documents shall be held by FRISCO. All copies made under this authorization shall bear the statutory copyright notice, as shall all documents prepared by CONSULTANT pursuant to this Agreement.

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

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

Section 2.4 Insurance:

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

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, and products. The policy shall name FRISCO, its employees and agents as additional insureds and shall include the

following provisions: (i) severability of interest; (ii) waiver of subrogation; and (iii) cross liability endorsement.

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

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

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

(f) Professional Liability Insurance in the minimum amount of ONE MILLION DOLLARS (\$1,000,000).

(g) Every policy required under this Section 2.4 shall be primary insurance, and any insurance carried by FRISCO, its officers, or its employees, or carried by or provided through any insurance pool of FRISCO, shall be excess and not contributory insurance to that provided by CONSULTANT. CONSULTANT shall be solely responsible for any deductible losses under any policy required above. Any insurance policy required under this Agreement shall be written by a responsible company.

(h) Prior to commencement of this Agreement, CONSULTANT shall provide FRISCO with a certificate of insurance completed by CONSULTANT'S insurer as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect. The certificate shall identify this Agreement and shall provide that the coverage afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days' prior written notice has been given to FRISCO. The completed certificate of insurance shall be sent to:

Town of Frisco  
P.O. Box 4100  
Frisco, Colorado 80443  
Attn: Finance Director

(i) CONSULTANT shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section 2.4 by reason of CONSULTANT'S failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amount, duration or type. Failure on the part of CONSULTANT to procure or maintain policies providing the required coverage, conditions and minimum limits shall constitute a material breach of contract upon which FRISCO may immediately terminate this Agreement, or at its discretion FRISCO may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by FRISCO shall be repaid by CONSULTANT to FRISCO upon demand, or FRISCO may withhold the cost of the premiums from any monies due to CONSULTANT from FRISCO.

(j) The parties hereto understand and agree that FRISCO is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 *et seq.*, C.R.S., as from time to time amended, or otherwise available to FRISCO, its officers, or its employees.

#### Section 2.5 Indemnification:

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

(b) In any and all claims against FRISCO or any of its agents or employees by any employee of CONSULTANT, any subcontractor of CONSULTANT, anyone employed by any of them or anyone for whose act any of them may be liable, the indemnification obligation under this Section 2.5 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's or workman's compensation actions, disability benefit acts or other employee benefit acts; provided, however, that if FRISCO is found to be wholly or partially responsible for any such claims, the indemnification obligation of CONSULTANT under this Section 2.5 shall be limited in proportion to the relative degrees of fault of FRISCO and CONSULTANT with respect to such claims..

(c) In the event it becomes necessary for any party to this Agreement to bring any action to enforce any provision of this Agreement or to recover any damages the other may incur as a result of the breach of this Agreement, including, but not limited to, defective work, the non-prevailing party shall pay the prevailing party's reasonable attorneys' fees as determined by the court.

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

Section 2.7 Termination of Agreement:

(a) This Agreement may be terminated by either party for any reason upon thirty (30) days' written notice. In the event of termination, FRISCO will pay CONSULTANT for all services performed to date of termination. If payment is otherwise due upon completion, FRISCO will pay CONSULTANT for the pro rata value of the completed portion of the Project that will be incorporated into the Project. FRISCO will require the release of all lien rights as a condition of such payment.

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

Section 2.8 Binding Effect: FRISCO and CONSULTANT each bind itself, its successors and assigns to the other party to this Agreement with respect to all rights and obligations under this Agreement. Neither FRISCO nor CONSULTANT shall assign or transfer its interest in this Agreement without the written consent of the other, which consent may be withheld in the other party's sole and absolute discretion.

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

FRISCO:

Town of Frisco  
P.O. Box 4100  
Frisco, CO 80443  
Attn: Finance Director  
FAX: (970) 668-0677

CONSULTANT:

HL Consulting, Inc.  
PO Box 506  
Frisco, CO 80443  
Attn: Joe Gajewski  
TEL: (970) 401-0678

### **ARTICLE III**

#### **COMPENSATION FOR SERVICES**

Section 3.1 Compensation: CONSULTANT shall be compensated for services as described in Exhibit B.

Section 3.2 Payment: FRISCO shall pay CONSULTANT monies due under this Agreement within thirty (30) days after invoice date, provided such amounts are not in dispute or the subject of setoff.

Section 3.3 Expenses: FRISCO shall not reimburse CONSULTANT for the cost of any expenses associated with this Agreement.

Section 3.4 FRISCO's Right to Withhold: Notwithstanding any other provision of this Agreement and without prejudice to any of FRISCO's rights or remedies, FRISCO shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be due under this Agreement such amount as may reasonably appear necessary to compensate FRISCO for any actual or prospective loss due to:

- (a) work that is defective, damaged, flawed, unsuitable, nonconforming or incomplete;
- (b) damage for which CONSULTANT is liable under this Agreement;
- (c) valid liens or claims of liens;
- (d) valid claims of subcontractors, suppliers or other person;
- (e) delay in the progress or completion of the Project;
- (f) inability of CONSULTANT to complete the Project;
- (g) reasonable doubt that the unpaid balance available under the Agreement is adequate to cover actual or liquidated damages, if any;
- (h) failure of CONSULTANT properly to complete or document any pay request;
- (i) any material and/or substantial failure of CONSULTANT to perform any of its obligations under this Agreement; or
- (j) the cost to FRISCO, including reasonable attorneys' fees and reasonable administrative expenses, for correcting any of the aforesaid matters or exercising any one or more of FRISCO's remedies.

## **ARTICLE IV**

### **MISCELLANEOUS**

Section 4.1     Colorado Law: This Agreement is to be governed by the laws of the State of Colorado.

Section 4.2     Amendments: This Agreement may only be amended, supplemented or modified in a written document signed by both parties.

Section 4.3     Counterparts: This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 4.4     No Third Party Benefit: This Agreement is between FRISCO and CONTRACTOR and no other person or organization shall be entitled to enforce any of its provisions or have any right under this Agreement.

## **ARTICLE V**

### **PROHIBITION ON EMPLOYING OR CONTRACTING WITH AN ILLEGAL ALIEN**

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

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

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

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

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

subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Section 5.6 The CONSULTANT shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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

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

FRISCO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Deborah Wohlmuth, Town Clerk

CONSULTANT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President



## **Exhibit A – Description and Scope of Services**

### **Scope of Contract for Services**

#### **1 - PC Support**

##### **\$40 Monthly per Computer**

- On-site support
- Setup and installation
- License management
- Unlimited telephone support
- Microsoft application support
- Inventory and asset management
- Microsoft security patch management
- Installation of hardware and software upgrades
- Routine desktop optimization and management
- Anti-virus monitoring, management, and updates
- Anti-Spyware monitoring, management, and updates

#### **2 - Server Support**

##### **\$100 Monthly per Server**

- On-site support
- License management
- Setup and installation
- Event log monitoring
- Data backup and monitoring
- User account administration
- Unlimited telephone support
- Microsoft application support
- Performance monitoring and tuning
- Microsoft security patch management
- Inventory and asset management
- File sharing permission administration
- Backup monitoring and administration
- Planning and design of server architecture
- Setup and configuration of server hardware
- Installation and configuration of server software
- Routine maintenance and patch management
- Anti-virus monitoring, management, and updates
- Installation of hardware and software upgrades
- Microsoft Exchange maintenance and administration
- Anti-Spyware monitoring, management, and updates

#### **3 - Network Management and Support per Location**

##### **\$200 Monthly**

- ISP liaison
- Purchasing
- VPN management
- Switch configuration
- Network documentation
- Anti-spam management
- Setup and installation of hardware
- Router configuration and monitoring
- Firewall configuration and monitoring
- Assistance with Business Continuity Planning
- Assistance with technology project research and proposals
- Assistance with creation of technology related policies and procedures

**Exclusions from flat rate services:**

- Electrical work
- Training is excluded from this agreement
- HBL Consulting, Inc. will charge the cost of any parts, hardware, or software required
- New installation of premise wiring, relocation of premise wiring, or removal of premise wiring
- Installation of shelving and racks for equipment
- Repairs and maintenance of equipment resulting from the actions of third party vendors not associated with HBL Consulting, Inc.
- Installations – new technology/rollout packages. Unless previously agreed upon, 5 or more units of hardware or software are considered installations/rollouts. (Examples: system wide installations of new printers, deployment of accounting software across more than 10 desktops, or networking a building or office.)
- After hours and emergency support. After-hours are defined as anytime after normal business hours and are charged at a premium rate to the Client.
- Projects not planned and approved by council or budgeted for the previous year will be deemed special projects and all work will be time and materials based as described in Exhibit B.
- Disaster recovery other than minor file restoration from system backups
- Server hardware, software, and phones associated with Cisco telephony. Basic support for these systems will be provided based on HBL Consulting, Inc. technician's discretion and knowledge level of the products.
- Extensive troubleshooting (anything more than several minutes) of printers and peripherals is not covered by our managed support agreement.
- Printers which require services other than basic troubleshooting must be serviced by authorized repair centers. HBL Consulting, Inc. will forward printers to authorized repair centers upon request. Any cost associated to these repairs will be charged to the printer owner. Normal HBL Consulting, Inc. charges may apply to the diagnosis and transport of printer.

**Computer, Server and Network component setup****HBL Responsibilities:**

Unpack and connect computer components  
Configure operating systems for network connectivity  
Installation of operating system patches and updates  
Installation of approved applications  
Setup on-site and install printer drivers  
Install or configure routers, switches, or hubs

**Town Responsibilities:**

Consultation with HBL should be made before any hardware purchases  
As much advance notice as possible should be made with HBL to schedule setup and installation  
The computer user may need to be present at certain points during the installation process  
Licenses and media for applications must be provided and readily available  
Town should provide storage space for new or old hardware and clear off space to make room necessary for installations

**Maintenance of Supported Hardware****HBL Responsibilities:**

Monitor vendor and web resources for necessary patches  
Install necessary patches  
Update standard supported applications  
Monitor server and network equipment event logs and resources

**Town Responsibilities:**

Employees should notify HBL of any problems they experience  
Purchase licenses for software

**Application Support****HBL Responsibilities:**

Help with basic usage  
Install and update software  
Troubleshoot common problems  
Provide assistance with applications on a best-effort basis  
Support for advanced features and complex configurations if possible  
HBL will not perform job functions of the employees

**Town Responsibilities:**

Manuals, online help systems and other training resources shall be utilized for the applications used frequently  
Licenses and media should be provided when required

**Network Support**

## HBL Responsibilities:

- Assist with network planning and ordering
- Install and configure routers and switches
- Troubleshoot network connectivity problems
- Act as liaison with vendors, when appropriate, for problem resolution and recommendations of a technical nature

## Town Responsibilities:

- Notify HBL regarding problems
- Contact HBL prior to installing networking equipment
- Notify HBL if another vendor installs or makes changes to equipment

## Exhibit B – Compensation Schedule

### Discounted Rate Structure for time and material based services:

Standard Rate: \$100 per/hr.  
8:01 a.m. to 6:00 p.m.

Overtime Rate: \$120.00 per/hr.  
6:01 a.m. to 8:00 a.m. and 6:01 p.m. to 12:01a.m.

Overtime Rate: \$150.00 per/hr.  
12:01 a.m. to 6:00 a.m.

### Flat-rate Services Rate Schedule:

\$40	Monthly per PC	x 110 PCs	= \$4000
\$100	Monthly per Server	X 16 Servers	= \$1600
\$200	Monthly Network Management per Office	x 8 Offices	= \$ 1600
			Monthly Total = \$ 7200

### \*Restrictions:

- Any items not specifically included in flat- rate services (Exhibit A, Items 1, 2 and 3) will be billed on a time and materials basis.
- Flat-rate services (Exhibit A, Items 1, 2 and 3) are to be performed between the hours of 8:01 am and 6:00 pm.
- If work is requested on flat-rate services (Exhibit A, Items 1, 2 and 3) outside of the standard rate hours an additional surcharge at the discounted hourly rate will be assessed between the hours of 6:01pm to 8:00 am.
- Contract for services does not include the cost of materials, equipment, and hardware.
- Contract for services does not include support for equipment located off of Town of Frisco property or personal hardware and software.
- Please see the scope and description of services in Exhibit A for additional details

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 16-05**

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY OWNED BY THE TOWN AND LEGALLY DESCRIBED AS LOTS 3 AND 4, BLOCK 11, FRISCO TOWNSITE, ALSO KNOWN AS 518 MAIN STREET AND AS THE "STALEY HOUSE" PROPERTY.

WHEREAS, the Town Council finds that it has no present governmental use for certain real property owned by the Town and legally described as Lots 3 and 4, Block 11, Frisco Townsite, (the "Property") and that the Town's prior use of the Property has been for purposes of lease to one or another non-profit, community-based organization; and

WHEREAS, the Town Council desires that the Property be redeveloped as a means to encourage and facilitate local economic activity and preserve certain historic structures in the vicinity of the Property; and

WHEREAS, as a result of the offer to purchase the Property evidenced by the attached Purchase, Sale and Development Agreement between the Town of Frisco and Nathaniel Kelly Foote, dated November 29, 2016, the Town has an opportunity to (i) sell the Property at a purchase price that is at or near the Property's fair market value; (ii) reserve and maintain in the Town's ownership the Staley House located on the Property; (iii) provide for the redevelopment of the Property as a means of encouraging and facilitating local economic activity; and (iv) cause certain historic structures in the vicinity of the Property to be preserved and maintained pursuant to a historic preservation covenant; and

WHEREAS, Colorado Revised Statutes § 31-15-713(b) authorizes the Town to sell real property, by ordinance, upon such terms and conditions as the Town Council may determine at a regular or special meeting; and

WHEREAS, the Town Council has determined that it is in the best interests of the Town to sell the Property upon the terms and conditions set forth in the attached Purchase, Sale and Development Agreement between the Town of Frisco and Nathaniel Kelly Foote, dated November 29, 2016 (the "Purchase and Sale Agreement").

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

Section 1. That the Mayor and Town Clerk are hereby authorized to execute the Purchase and Sale Agreement and to execute each and every other document necessary or desirable to effectuate the sale of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement.

Section 2. Severability. If any section, subsection or clause of this ordinance shall be deemed to be unconstitutional or otherwise invalid, the validity of the remaining sections, subsections and clauses shall not be affected thereby.

Section 3. Effective Date. This ordinance shall take effect pursuant to the Home Rule Charter of the Town of Frisco, Colorado.

INTRODUCED, PASSED ON FIRST READING AND PUBLICATION AND POSTING  
ORDERED THIS 8th DAY OF NOVEMBER, 2016.

APPROVED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED  
THIS 13<sup>TH</sup> DAY OF DECEMBER, 2016.

TOWN OF FRISCO, COLORADO

---

Gary Wilkinson, Mayor

Attest:

---

Deborah Wohlmuth, CMC, Town Clerk

**TOWN OF FRISCO**

**AND**

**NATHANIEL KELLY FOOTE**

**PURCHASE, SALE AND DEVELOPMENT AGREEMENT**

**Dated as of November 29, 2016**



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THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT, dated as of November 29, 2016, (the “Effective Date”) and any amendments hereto made in accordance herewith (as from time to time amended and supplemented in accordance herewith, this “Agreement”), is made by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the “Town”), and NATHANIEL KELLY FOOTE, an individual (together with any permitted successors and/or assigns, “Developer”).

### **Recitals**

This Agreement is made with respect to the following facts:

A. The Town is a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the state of Colorado and its home rule charter;

B. The Town owns certain real property that is commonly known as 518 Main Street, Frisco, Colorado and that is legally described in Exhibit A hereto (the “Town Property”), which Exhibit is incorporated herein by reference;

C. The Developer owns certain real property that is adjacent to the Town Property, that is commonly known as 502, 510 and 512 Main Street, Frisco, Colorado and that is legally described in Exhibit B hereto (the “Developer’s Property”) which Exhibit is incorporated herein by reference;

D. The Town desires to sell the Town Property to be redeveloped in order to bolster local economic activity;

E. The Developer desires to purchase the Town Property to redevelop in conjunction with the redevelopment of the Developer’s Property;

F. There are certain historic structures located on the Developer’s Property and the Town Property that the Town desires be preserved in perpetuity;

G. The Developer desires to purchase the Town Property and to redevelop the Town Property and the Developer’s Property as one project and, in connection therewith, to provide assurance to the Town that: (i) the Town Property and Developer’s Property will be redeveloped in the near future and will not be held by the Developer for speculative or other purposes, (ii) that the redevelopment project will be as described in this Agreement, and (iii) with the exception of the Staley House, which shall be retained and moved by the Town, the redevelopment project will preserve the historic structures located or to be located on the Developer’s Property and the Town Property by way of an historic preservation covenant to be granted by the Developer to the Town pursuant to this Agreement;

H. Collectively, the Town Property and the Developer’s Property are referred to hereinafter as the “Redevelopment Property;” and

I. The Developer has agreed to design and construct the project on the Redevelopment Property in accordance with this Agreement and with all applicable local, state and federal laws.

## **Agreement**

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **SECTION 1 DEFINITIONS.**

Section 1.01 Definitions. As used in this Agreement, the following terms will have the following meanings:

“Agreement” has the meaning set forth in the first paragraph of this Agreement. References to Sections and Exhibits are to this Agreement unless otherwise qualified.

“Closing” means the events described in Section 3.06.

“Deed” has the meaning set forth in Section 3.06(a).

“Developer” has the meaning set forth in the first paragraph of this Agreement.

“Developer’s Property” means the real property legally described in Exhibit B.

“Development Conditions” means: (i) such terms of this Agreement as govern the redevelopment of the Redevelopment Property; and (ii) all finally approved plats, plans and other documents that are required or permitted by the Town Code for the development of the Project or any part of the Project.

“Due Diligence Period” has the meaning set forth in Section 3.03.

“Dwelling Unit” means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

“Employee Housing Unit” means a dwelling unit, of not less than 375 square feet, that is constructed within the boundaries of the Redevelopment Property and that is restricted by way of a real covenant, enforceable by the Town and subject to specific performance by the Developer, that allows use and occupancy of the unit only to an individual, or individual and his or her family members, who is employed and works at the Redevelopment Property.

“Environmental Laws” means all federal, state and local environmental, health and safety statutes, as may from time to time be in effect, including but not limited to federal laws such as the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”), 42 U.S.C. §§ 9602, et seq., the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601(20)(D), the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act Amendments of 1977, 33 U.S.C. §§ 1251, et seq. (“CWA”), the Clean Air Act of 1966, as amended, 42 U.S.C. §§ 7401, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., and any and all federal, state and local rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements and other governmental restrictions and other agreements relating to the environment or to any pollutants, as may from time to time be in effect.

“Notice Address” means the appropriate address for notice set forth below, as amended from time to time:

Town:           Town of Frisco  
                  P.O. Box 4100  
                  Frisco, Colorado 80443  
                  Attn: Community Development Director

With a Copy to:

Thad W. Renaud, Esq.  
Murray Dahl Kuechenmeister & Renaud LLP  
710 Kipling Street, Suite 300  
Lakewood, CO 80215

Developer:   Nathaniel Kelly Foote  
                  P.O. Box 307  
                  Frisco, CO 80443  
                  e-mail: foote@nkfoote.com

With a Copy to: Andrea Mahoney, Esq.  
                  Olson Traeger & Ursury, LLP  
                  650 S. Cherry Street, Suite 850  
                  Denver, CO 80246-1841  
                  e-mail: AMahoney@olsentraeger.com

“Permitted Exceptions” has the meaning set forth in Section 3.04.

“Planning Department” means the Town of Frisco Planning Department.

“Project” has the meaning set forth in Section 2.01.

“Property Information” has the meaning set forth in Section 3.02.

“Redevelopment Property” has the meaning set forth in Recital “H” above.

“Title Commitment” has the meaning set forth in Section 3.04.

“Title Company” has the meaning set forth in Section 3.04.

“Title Policy” means an ALTA Owner's title insurance policy issued by the Title Company, in the amount of Seven Hundred Thousand Dollars (\$700,000), dated as of Closing and reflecting Developer as fee owner of the Town Property, subject only to the Permitted Exceptions and such other easements, rights-of-way and exceptions as may be agreed upon by the parties.

“Town” has the meaning set forth in the first paragraph of this Agreement.

“Town Property” is that property described in Exhibit A.

“Town Code” means the Code of Ordinances of the Town of Frisco.

## SECTION 2 DESCRIPTION OF THE DEVELOPMENT.

Section 2.01 Description of the Development. The Project is the redevelopment of the Redevelopment Property in accordance with this Agreement, including the Development Conditions. The exact nature of the Project shall be at the discretion of the Developer, so long as each and every aspect of the Project meets each and every requirement set forth in this Agreement, and has received any and all Town approvals required to construct the Project pursuant to the requirements of the Town Code.

Without limiting the generality of the foregoing, the Project shall include the construction of:

1. a hotel with not more than forty-five (45) rooms and containing an elevated plaza of not less than one-thousand (1,000) square feet in area, which elevated plaza shall be adjacent to and not more than two (2) floors above the outdoor, at-grade plaza specified below;
2. a restaurant and bar;
3. a not less than eight (8) lane bowling alley;
4. an outdoor, at-grade plaza that is adjacent to Main Street and is not less than 3,000 square feet in area; and
5. not less than three (3) Employee Housing Units.

The Project shall also include the preservation, on the Redevelopment Property, of the following historic structures that are currently located within the boundaries of the Redevelopment Property:

1. the building containing the Foote's Rest private residence, Sweet Shop and garage;
2. Cabins 1, 2, and 3; and
3. the Blacksmith Shop.

Collectively, the above-listed structures or parts of structures shall be referred to hereinafter as the "Historic Structures." For purposes of reference only, each such structure is depicted in Exhibit C hereto at its approximate location as of the Effective Date of this Agreement. Exhibit C is incorporated herein by reference. Developer agrees that Cabins 1 and 2, and the building containing the Foote's Rest private residence, Sweet Shop and garage shall be preserved in place at their respective locations as of the Effective Date of this Agreement. Developer further agrees that the remaining Historic Structures shall be located predominantly along the western boundary of the Redevelopment Property.

Developer agrees that, as a part of the consideration to the Town for the sale of the Town Property to the Developer, the Developer shall execute and deliver to the Town, at the time of Closing, an historic preservation covenant over the Redevelopment Property for the purpose of preserving the Historic Structures and their historic appearance, in perpetuity. Said covenant shall run in favor of the Town, shall bind all future owners of the Redevelopment Property and shall be substantially in the form attached hereto as Exhibit D, which Exhibit is incorporated herein by reference. Any part of the foregoing notwithstanding, the Developer and the Town understand and agree that the Blacksmith Shop, as a result of its degradation, may be difficult and impractical to relocate and/or preserve and, accordingly, agree that the Blacksmith Shop may be replicated rather than preserved in the Developer's reasonable discretion. Any part of the foregoing notwithstanding, the Developer and the Town further understand and agree that Developer shall endeavor but not be obligated to preserve the Tool Shed (which is depicted in Exhibit C) along with the other Historic Structures and that, if so preserved, the Tool Shed shall be added to the list of Historic Structures that will be subject to the historic preservation covenant, the form of which is attached hereto as Exhibit D.

Developer agrees to develop the Redevelopment Property with reasonable care and diligence and to carry out and complete the Project in accordance with this Agreement and the Development Conditions.

#### Section 2.02 Town's Retention of the Staley House.

(a) Developer understands and agrees that a historic building, known as the Staley House, is currently located on the Town Property and that the Town intends to retain ownership of the Staley House, and that the Staley House is not a part of the real property to be conveyed to the Developer pursuant to this Agreement. Accordingly, Developer further understands and agrees that, as part of the consideration to the Town for the Town's conveyance of the Town Property to the Developer, the Developer shall cooperate with the Town, at the Town's expense, to move the Staley House off of the Town Property within sixty (60) days after Closing; provided, however, that regardless of the date of Closing, the Town shall not be required to move the Staley House

off of the Town Property except on a date that is not earlier than June 15 nor later than September 15 of any calendar year.

(b) Town shall not permit claims or liens of any kind against the Redevelopment Property for work performed on the Redevelopment Property in connection with the Town's removal of the Staley House, and the Town shall promptly repair any damage to the Redevelopment Property caused by the Town's removal of the Staley House.

(c) If during the removal of the Staley House the Town shall obtain actual knowledge of any conditions of, or hazardous waste upon, the Town Property that implicates any Environmental Law, the Town shall, within seven (7) days of such obtaining such knowledge, advise the Developer of the same in writing. In the event of such written advisement, the Developer shall have sixty (60) days to take any actions the Developer deems advisable and within which to advise the Town, in writing, that it desires to terminate this Agreement. In the event of such termination, the Developer shall convey the Town Property back to the Town, by special warranty deed, and the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

**SECTION 3 ACQUISITION AND CONVEYANCE OF THE PROPERTY.** Developer agrees to buy, and the Town agrees to sell, the Town Property on the terms and conditions set forth in this Agreement.

**Section 3.01 Property Inspection and Environmental Assessment.**

(a) On and after the Effective Date of this Agreement, the Town shall provide Developer, its employees and agents, with ongoing access to the Town Property to, at Developer's sole cost and expense, inspect it, conduct any due diligence, tests, surveys, or other studies or analysis, or to collect any data, samples, specimens or information as Developer deems necessary, in its sole discretion; provided that, except as set forth below, Developer shall have no right to obtain an environmental assessment of the Property and shall repair any damage resulting from any such activities and shall return the Town Property substantially to its condition prior to such damage. Developer shall not permit claims or liens of any kind against the Town Property for work performed on the Town Property at the Developer's request. Developer agrees to indemnify, protect and hold Town harmless from and against any liability, damage, cost or expense incurred by Town and caused by any such work, claim or lien. This indemnity includes the Town's right to recover all costs and expenses incurred by the Town to defend against any such liability, damage, cost or expense, or to enforce this section, including the Town's reasonable attorney fees, and other legal fees and expenses. The provisions of this paragraph shall survive the termination of this Agreement.

(b) If requested by Developer in writing within ten (10) days after the Effective Date of this Agreement, the Town shall obtain, within seventy (70) days after the Effective Date this Agreement and at Developer's sole expense to be reimbursed to the Town at Closing, a Phase I Environmental Assessment of the Town Property. A Phase II Environmental Assessment of the Town Property shall be obtained by the Town within one-hundred twenty (120) days after the

Effective Date of this Agreement, also at Developer's sole expense to be reimbursed to the Town at Closing, if and only if the Phase I Assessment warrants the need, in the reasonable discretion of the Town, for a Phase II Assessment. Any Environmental Assessment obtained by the Town shall be provided to the Developer; provided, however, that the Developer shall keep said Assessment and its contents strictly confidential, and shall not disclose any of the contents thereof to any of its agents, brokers, consultants, employees, lenders or any other person or entity without the prior written consent of the Town. In the event that any Environmental Assessment reveals information that must be disclosed to a governmental entity, the Town shall be solely responsible for making such disclosures.

Section 3.02 Materials to be Delivered. Within twenty (20) days after the Effective Date of this Agreement, the Town shall deliver to Developer the following materials concerning the Town Property (the "Town Property Information"):

(a) Any, and all, written information in the possession of the Town concerning the Town Property, including but not limited to, public works, planning and building department files;

(b) Any, and all, vendor, contractor, lease or other agreements between the Town and any third party relating to the Town Property; and

(c) The most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by the Town to the Town's actual knowledge, current as of the date of this Agreement.

Section 3.03 Developer's Due Diligence. Developer shall have one hundred thirty (130) days after the Effective Date of this Agreement (the "Due Diligence Period") during which to inspect the Town Property and to review all matters affecting or relating to the Town Property or the Project, including, but not limited to, the location, availability and adequacy of utilities, engineering, soil conditions, tests, surveys, the economic feasibility of the Project, and the financing for acquisition of the Town Property and development of the Project, as well as other studies or analyses (including any environmental assessment(s) provided by the Town), and the Property Information. If, as a result of such inspection and review, Developer finds the Town Property unsatisfactory to it, in its sole and absolute discretion, and delivers written notice to the Town of the exact nature of such unsatisfactory condition(s) within the Due Diligence Period, then, and except as to unsatisfactory condition based upon the Purchase Price, the Town shall make good faith efforts, at no more than four thousand dollars (\$4,000.00) of cost, to cure such unsatisfactory condition(s) within ten (10) days after the receipt of such notice. In the event that the Town is not able to cure such unsatisfactory conditions at such cost within said ten (10) day period, Developer will have the right to terminate this Agreement by notifying the Town in writing of such termination within ten (10) calendar days after such ten (10) day period. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.



#### Section 3.04 Survey and Title Evidence.

(a) The Town shall, within twenty (20) days after the Effective Date of this Agreement, deliver to Developer, at the Town's expense, a Title Commitment issued by Land Title Guarantee Company in Frisco, Colorado ("Title Company"), covering the Town Property, together with legible copies of all exception documents disclosed by such Commitment. Such Title Commitment shall commit to insure Title to the Town Property in Developer in the amount of Seven Hundred Thousand Dollars (\$700,000) and subject only to (i) this Agreement and the Covenant for Preservation of Historic Structures required by this Agreement; (ii) all matters of record disclosed in the Title Commitment; and (iii) any lease agreement over the Town Property (collectively, the "Permitted Exceptions"). On or before the date of the Closing, the Town shall cause such Commitment to be endorsed so as to change the effective date to a date no more than one week prior to the Closing. Town shall pay the title insurance premium at the Closing and the Town shall have the Title Policy delivered to Developer as soon as practicable after the Closing. If required by the Title Company in order to insure the property in the amount set forth in this subsection (a), Developer will obtain and pay for an appraisal of the Property and provide copies of it to the Town and the Title Company. If required by the Title Company to delete the standard preprinted exceptions set for the in the Title Commitment, and if the Developer desires that such preprinted exceptions be deleted, the Developer will obtain and pay for an ALTA survey of the Town Property and provide copies of the same to the Town and the Title Company at such time prior to the Closing as may be required by the Title Company.

(b) Written notice of unmerchantability of title to the Town Property or of any other unsatisfactory title condition shown by the Title Commitment shall be given by or on behalf of Developer on or before the end of the Due Diligence Period. If the Town does not receive Developer's notice on or before the end of the Due Diligence Period, Developer accepts the condition of title as disclosed by the Title Commitment as satisfactory. If the Town timely receives notice of unmerchantability of title or any other unsatisfactory title condition(s), the Town shall use reasonable efforts, at no more than four thousand dollars (\$4,000.00) of cost, to correct such title condition(s). If such condition(s) are not corrected fifteen (15) days after receipt of the Developer's notice, Developer will have the right to terminate this Agreement by notice to the Town given within five (5) calendar days after such fifteen (15) day period. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 3.05 **SPECIAL DISTRICT DISCLOSURE STATEMENT. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND**

**THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE TOWN PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.**

Section 3.06 Closing. Closing of the acquisition by Developer from the Town of the Town Property will take place at the Title Company ten (10) business days after: (i) Developer receives final approval from the Town of the development plan for the Project; and (ii) the Town receives an application for a building permit for the Project that meets the requirements of Section 4.04 below. At Closing, the following will occur, each being a condition precedent to the others and all being considered as occurring simultaneously:

(a) The Town shall execute, have acknowledged and deliver to Developer: (i) a Special Warranty Deed (the “Deed”) conveying title to the Property to Developer, free and clear of all taxes and subject only to such liens, encumbrances and other matters as may make up the Permitted Exceptions; (ii) a certification that all representations and warranties made by the Town in this Agreement are true, accurate and complete at the time of the Closing; (iii) an affidavit certifying that the Town is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code of 1986, as amended, and the corresponding income tax regulations; and (iv) such affidavits and agreements to or with Title Company as Title Company shall require to issue to Developer a policy of owner's title insurance.

(b) Developer will deliver to the Town, in funds that comply with all applicable Colorado laws, but including only electronic transfer funds, certified check, savings and loan teller’s check or a cashier’s check (“Good Funds”), the sum of Seven Hundred Thousand Dollars (\$700,000.00) (the “Purchase Price”), along with a certification that all representations and warranties made by Developer in this Agreement are true, accurate and complete at the time of the Closing.

(c) The Developer shall execute, have acknowledged and deliver to Town a historic preservation covenant in substantially the form attached hereto as Exhibit D.

(c) The Town and the Developer will each pay one-half (50%) of the Title Company’s closing costs and will execute settlement sheets, closing instructions, and such other agreements and documents (with customary prorations in accordance with local practice for commercial property transactions) as may be required to implement and to carry out the intent of this Agreement.

(d) The Developer will pay the Town for the costs of any Phase I and Phase II Environmental Assessment of the Town Property that was obtained by the Town pursuant to this Agreement.

(e) The Title Company will issue the Title Policy to Developer, or unconditionally commit to so issue the Title Policy promptly following Closing.

Section 3.07 Risk of Loss. If, prior to the Closing, the Town Property or any part thereof is damaged or destroyed by fire, earthquake, flood or other casualty, to a degree that Developer determines its use is adversely affected, Developer may at its option terminate this Agreement by written notice to the Town prior to the Closing. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below. In the event that the Developer fails to terminate this Agreement as a result of such casualty, the Developer agrees that it is purchasing the Property in its then “as is” condition as a result of such casualty.

Section 3.08 “As Is” Nature of Transaction. The Town has not made, does not make and specifically negates and disclaims any representations, warranties, covenants or guarantees of any kind, whether express or implied: (a) concerning or with respect to the presence of hazardous substances on the Town Property or compliance of the Town Property with any and all applicable Environmental Laws; and (b) the value, nature, quality or condition of the water, soil and geology of the Town Property. The Developer acknowledges and agrees that to the maximum extent permitted by law, the sale of the Town Property, as provided for herein, is made on an “as is,” “where is” and “with all faults” condition and basis with respect to the existence of hazardous substances and the condition of the water, soil and geology of the Town Property. The Developer and anyone claiming by, through or under the Developer hereby fully and irrevocably releases the Town and its successors from any and all claims that it may now have or hereafter acquire against the Town, its officials, officers, employees, representatives and agents for any cost, loss, liability, damage, expense, claim, demand, action or cause of action arising from or related to any such defects and conditions, including, without limitation, compliance with Environmental Laws, affecting the Town Property or any portion thereof.

Section 3.09 Developer’s Feasibility Study. Developer shall have ninety (90) days after the date of the final approval of the Project by the Town within which to study the financial feasibility of the Project, including but not limited to the availability of construction or other financing for the Project. If as a result of such study or studies the Developer shall determine, in its sole and absolute discretion, that the Project is not financially feasible, then the Developer may provide written notice of termination to the Town within said ninety (90) days. In the event of such termination, the Developer and the Town shall proceed in accordance with the provisions of Section 5 below. For purposes of this Section, the date of final approval of the Project shall be the date upon which the Town has given each approval necessary for the Developer to make application to the Town for the issuance of a building permit for all or part of the Project.

## SECTION 4 DEVELOPMENT APPROVALS.

Section 4.01 Development Approval. The Town understands and agrees that the Developer may choose to make application to the Town for the rezoning of the Developer's Property to be within the Town's Historic Overlay (HO) District. Developer shall make all necessary applications required for the construction associated with the Project through the Town as required by the Town's ordinances and regulations; including, but not limited to the following:

- (i) Sketch plan procedures found in Chapter 180 of the Town Code; and
- (ii) Development plan procedures found in Chapter 180 of the Town Code;

Section 4.02 Sketch Plan. On or before the 130<sup>th</sup> day after the Effective Date of this Agreement, the Developer shall have made application to the Town for a sketch plan approval for the Project on the Redevelopment Property. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.03 Development Application. On or before the 180<sup>th</sup> day after the Effective Date of this Agreement, the Developer shall have made application to the Town for development plan approval for the Project on the Redevelopment Property. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.04 Building Permit Application. On or before the 330<sup>th</sup> day after the Effective Date of this Agreement, the Developer shall have made application to the Town, including the payment of building permit fees therefor, for a building permit authorizing the construction of a substantial portion of the improvements to be constructed on the Redevelopment Property pursuant to the approved development plan for the Property. For purposes of this section, a "substantial portion of the improvements" mean improvements of a value that is not less than one-half (50%) of the total value of all improvements that may be constructed on the Property pursuant to the approved development plan, with such values being determined by the Town's Building Official through the normal and customary valuation methodology generally applied by such official in connection with building permit applications. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.05 Development Approvals Generally. The Town agrees reasonably to cooperate with Developer with respect to application(s) for any permits or approvals required or permitted by the laws of the Town, and any permits or approvals required from any other governmental agency, for purposes of developing the Project on the Redevelopment Property;

provided, however, that all applications for such permits and approvals are in compliance with this Agreement and applicable ordinances and/or regulations. Nothing contained in this Agreement shall be construed to obligate the Town to issue any permit or approval necessary or desirable in connection with the Project, and the Town may issue any such permit or approval in its sole discretion, with or without conditions, and in accordance with applicable laws of the Town and state. The Developer understands and agrees that the Town's consideration and decision with respect to any application the Developer may file in order to obtain approval of the Project will be a quasi-judicial decision, which decisions are often to be made only after public hearing. Accordingly, in the event that the Project has not received full development approval consistent with this Agreement as it relates to the development plan (whether due to political opposition, initiative, referendum, litigation, the Town's lack of support or any other cause) after three (3) good faith efforts to obtain such approval, then the Developer shall have the right to terminate this Agreement by written notice to the Town. In the event of such termination by the Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

## SECTION 5 CERTAIN TERMINATIONS

This Section 5 shall apply only to those circumstances where a given paragraph of this Agreement provides a right to terminate this Agreement and further provides that, in the event of such termination, "...the Town and the Developer shall proceed in accordance with the provisions of Section 5 below." In such circumstances, this Agreement shall terminate and neither the Town nor the Developer shall have any further obligation to the other party whatsoever, and neither party shall have any claim for damages against the other based upon such termination.

## SECTION 6 REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties by Developer Developer represents and warrants that:

(a) He is the sole owner of the fee simple interest in the Developer's Property and has complete and sole authority to execute and deliver this Agreement to the Town or, in the event that this Agreement is properly assigned to a corporate entity, that the entity is duly organized and validly existing under the laws of the State of Colorado, that it is not in violation of any provisions of its governing documents or the laws of the State of Colorado, that it has the power and legal right to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action;

(b) The consummation of the transactions contemplated by this Agreement will not violate any provisions of the governing documents of Developer or constitute a default or result in the breach of any term or provision of any contract or agreement to which Developer is a party or by which it is bound;

(c) Developer will cooperate with the Town with respect to any litigation brought by a third party concerning the Project or this Agreement, except where by the nature of the litigation the Town and Developer are adverse;

(d) There is no litigation, proceeding or investigation contesting the power or authority of the Developer or its officers with respect to the Project or this Agreement, and Developer is unaware of any such litigation, proceeding or investigation that has been threatened; and

(e) Developer, as of the date of this Agreement has funds available which, together with reasonably anticipated financing available to the Developer, should be sufficient and available in an amount not less than the amount stated in Section 3.06(b) above.

Section 6.02 Representations and Warranties by the Town. The Town represents and warrants that:

(a) The Town is a home rule municipal corporation and political subdivision validly existing under the laws of the State of Colorado;

(b) The Town has the power to enter into and has taken all actions required to authorize this Agreement and to carry out its obligations hereunder;

(c) There is no litigation, proceeding or investigation contesting the power or authority of the Town or its officials to enter into or consummate the transactions contemplated by this Agreement, and the Town is unaware of any such litigation, proceeding or investigation that has been threatened;

(d) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to the Town or to the Town's governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Town is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Town; and

(e) Town will cooperate with the Developer with respect to any litigation brought by a third party concerning the Project or this Agreement, except where by the nature of the litigation the Town and Developer are adverse.

## SECTION 7 RESTRICTIONS ON ASSIGNMENT AND TRANSFER

Section 7.01 Limitation on Assignment. Except for an assignment to an entity that is controlled by Nathaniel Kelly Foote and that owns or has an ownership interest in the Developer's Property, Nathaniel Kelly Foote will not assign his rights or delegate his duties and obligations pursuant to this Agreement without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion. Any purported assignment without consent of the Town will be null and void. As a condition to granting consent, an

assignee will expressly assume in writing the obligations of Developer hereunder and upon any such full assumption of obligations, Nathaniel Kelly Foote shall be released from any and all obligations hereunder only if he no longer has a personal ownership interest in Developer's Property. For purposes of this Section 7.01, and assuming an assignment to an entity that is controlled by Nathaniel Kelly Foote and that owns or has an ownership interest in the Developer's Property, any sale, transfer, assignment, pledge or hypothecation of an interest in that entity that results in a change in control of that entity, or in which that entity retains less than a 51% ownership interest in the Developer's Property, will constitute an assignment of this Agreement.

## SECTION 8 MISCELLANEOUS.

Section 8.01 Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when: (i) given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, addressed to the appropriate Notice Address or at such other address or addresses as any party hereto designates in writing to the other party hereto; and (ii) copied to the e-mail address set forth under the definition of "Notice Address" above, if an e-mail address is so set forth.

Section 8.02 Waiver. No failure by either party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, will constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Either party by giving notice to the other party may, but will not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver will affect or alter the remainder of this Agreement, but each and every covenant, agreement, term and condition of this Agreement will continue in full force and effect with respect to any other then existing or subsequent breach.

Section 8.03 Attorneys' Fees. In any proceeding brought to enforce the provisions of this Agreement, the court shall award the party that substantially prevails on a contested material issue its reasonable attorneys' fees, actual court costs and other expenses incurred in connection with said material issue.

Section 8.04 Conflicts of Interest. The Town will not knowingly allow, and except as disclosed in writing to the Town, Developer will not knowingly permit, any of the following persons to have any interest, direct or indirect, in this Agreement: a member of the governing body of the Town; an employee of the Town who exercises responsibility concerning the Project, or an individual or firm retained by the Town who has performed consulting or other professional services in connection with the Project. The Town will not allow and Developer will not knowingly permit any of the above persons or entities to participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 8.05 Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.

Section 8.06 Town Not a Partner; Developer Not Town's Agent. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Town will not be deemed or constituted a partner of or in a joint venture with Developer, Developer will not be the agent of the Town, and the Town will not be responsible for any debt or liability of Developer.

Section 8.07 Applicable Law; Binding Effect. The laws of the State of Colorado will govern the interpretation and enforcement of this Agreement. This Agreement will be binding on and inure to the benefit of the parties hereto, and their successors and assigns, subject to the limitations on assignment of this Agreement by Developer set forth in Section 7.01.

Section 8.08 Survival. Except for Section 3, all provisions of this Agreement shall be deemed to be continuing and shall survive the Closing. Unless otherwise expressly set forth in this Agreement, none of the provisions of this Agreement shall survive the termination of this Agreement.

Section 8.09 Further Assurances. The parties hereto agree to execute such documents, and take such action, as may be reasonably requested by the other party hereto to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

Section 8.10 Time of Essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 8.11 Counterparts. This Agreement may be executed in several counterparts, each of which together will be an original and all of which will constitute but one and the same instrument.

Section 8.12 Non-Liability of Town Officials and Employees. No council member, commissioner, board member, official, employee, agent or consultant of the Town will be personally liable to Developer in the event of breach or Event of Default by the Town or for any amount that may become due to Developer under the terms of this Agreement.

Section 8.13 Incorporation of Exhibits. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

Section 8.14 Jointly Drafted; Rules of Construction. The parties hereto agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 8.15 No Third-Party Beneficiaries. No third-party beneficiary rights are created in favor of any person not a party to this Agreement it being the intent of the parties hereto that they be and remain the sole beneficiaries of this Agreement.

Section 8.16 Default.



(a) In the event of Developer's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Town, at its option and notwithstanding any other term or provision of this Agreement, may terminate this Agreement by written notice to Developer. In the event of a termination pursuant to this paragraph, the Developer and the Town shall have no further liability or obligation to each other in connection with this Agreement, except as to such terms and conditions which expressly survive the termination of this Agreement.

(b) In the event of the Town's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Developer, at its option and notwithstanding any other term or provision of this Agreement, may terminate this Agreement and, thereafter, shall be entitled to pursue its remedies at law or in equity; provided, however, that Developer waives any right to file and maintain an action against the Town for specific performance of this Agreement.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Developer has caused these presents to be executed by its duly authorized officer, as of the date first above written.

TOWN OF FRISCO

(SEAL)

Attest:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk

\_\_\_\_\_  
Gary Wilkinson, Mayor

NATHANIEL KELLY FOOTE  
\_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss  
COUNTY OF SUMMIT                    )

The foregoing instrument was acknowledged before me as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Gary Wilkinson, as Mayor, and Deborah Wohlmuth, as Town Clerk, of the Town of Frisco, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss  
COUNTY OF SUMMIT                    )

The foregoing instrument was acknowledged before me as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Nathaniel Kelly Foote

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION OF TOWN PROPERTY**

LOTS 3 AND 4, BLOCK 11, FRISCO TOWNSITE SUBDIVISION, ALSO KNOWN AS 518  
MAIN STREET, FRISCO, COLORADO

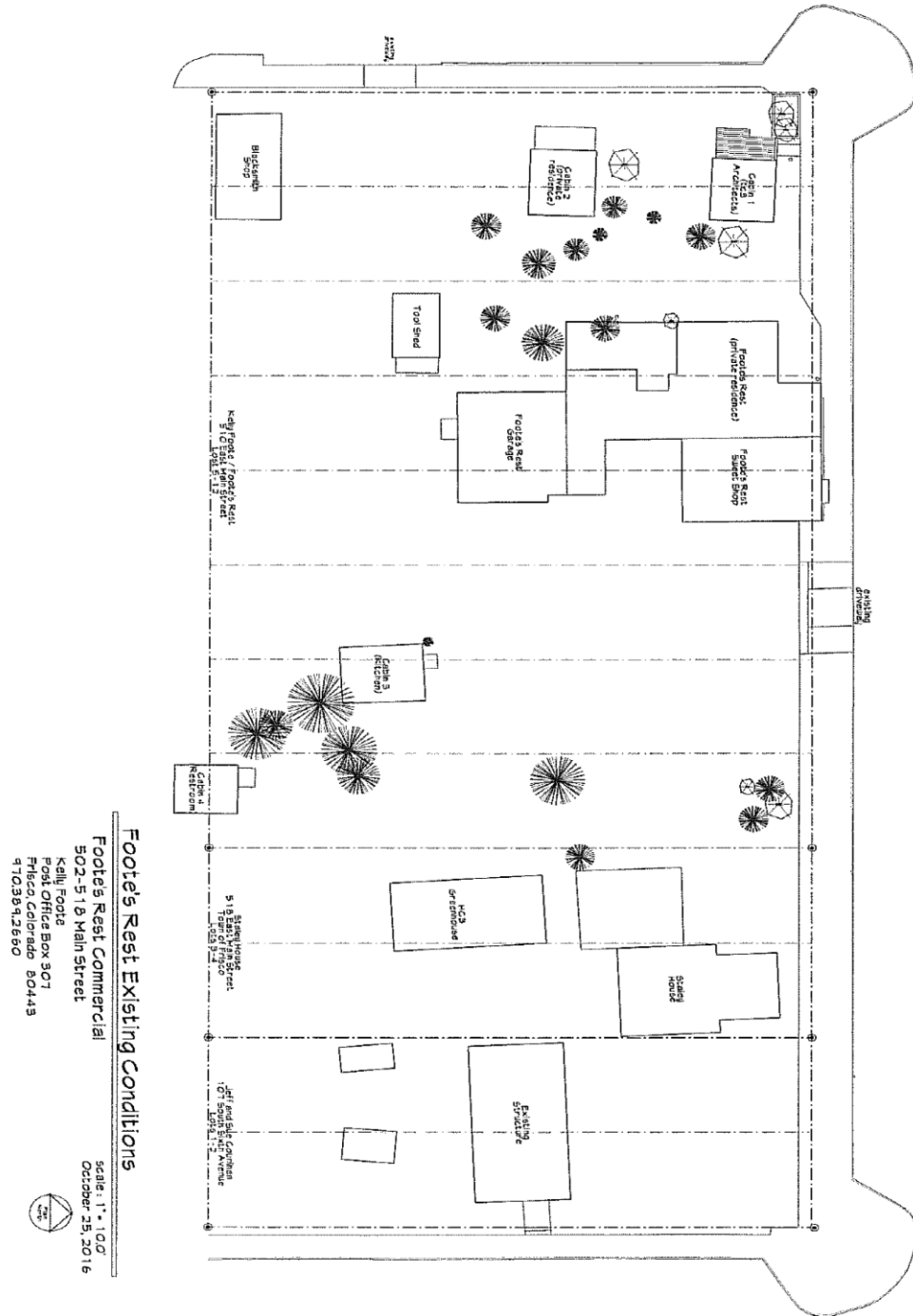
**Exhibit B**

**LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY**

LOTS 5 THROUGH 12, INCLUSIVE, BLOCK 11, FRISCO TOWNSITE SUBDIVISION,  
ALSO KNOWN AS 502, 510 and 512 MAIN STREET, FRISCO, COLORADO

# EXHIBIT C

## SITE PLAN OF CURRENT LOCATION OF HISTORIC STRUCTURES



## EXHIBIT D

### COVENANT FOR THE PRESERVATION OF HISTORIC STRUCTURES

THIS COVENANT FOR THE PRESERVATION OF HISTORIC STRUCTURES (the "Covenant") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ (hereinafter referred to as "Declarant"), and The Town of Frisco, Colorado (the "Town"). This Covenant shall run with the land described herein and be binding upon the successors and assigns of the parties hereto, subject to the terms and conditions set forth herein.

### RECITALS

A. Pursuant to that certain Purchase, Sale and Development Agreement between the Declarant and the Town, dated on or about \_\_\_\_\_, 2016, the Town has sold certain real property to the Declarant in exchange, among other consideration, for the Declarant's execution and delivery to the Town of this Covenant;

B. Declarant owns the real property described in **Exhibit A** appended hereto and incorporated herein by this reference (the "Property"); and

C. There are certain historic structures (hereinafter, collectively, the "Historic Structures," and individually, a "Historic Structure") located on the Property, consisting of the building containing the Foote's Rest private residence, Sweet Shop and garage; Cabins 1, 2, and 3; and the Blacksmith Shop; each as sited, depicted and described in the Historic Preservation Site Plan attached hereto as **Exhibit B**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Declarant, Declarant hereby represents, covenants and agrees as follows:

1. Maintenance Obligation. Declarant agrees to maintain, repair, and preserve the Historic Structures located on the Property in a manner that complies with the attached U.S. Secretary of the Interior's Standards for Rehabilitation that are codified at 36 C.F.R. § 68.3(b), and the terms of which are defined at 36 CFR § 68.2 (the "Standards"), so as to preserve the architectural, historical, cultural, and structural integrity of their features, materials, appearance, and workmanship. A copy of the Standards as they exist on the date of recordation of this covenant is attached hereto as **Exhibit C**. Declarant shall maintain, repair and preserve the Historic Structures on the Property at all times and at the locations shown on **Exhibit B**, and shall keep the structures in a state of repair that is at least as good as that which exists as of the date of this Covenant, and shall not allow their appearance to deteriorate in any material way.

2. Exclusion and Enforcement. Declarant understands and agrees that the Town has no obligation whatsoever to restore, maintain, repair, or administer the Property or Historic Structures covered by this Covenant. However, the Town shall be entitled to enforce this Covenant in accordance with its terms, and/or by way of any legal

proceeding and remedy available at law or in equity, including but not limited to an order for specific performance of the Declarant's obligations under this Covenant.

3. Inspection, Compliance and Town's Self-Help and Lien Rights.

(a) Declarant agrees that the Town shall have the right to enter the Property at reasonable times to inspect the Historic Buildings to assure compliance with this covenant. Such inspection may occur after the provision of a written notice of inspection to the Declarant, or upon the posting of a written notice of inspection on or about the Historic Building(s) to be inspected not less than forty-eight (48) hours prior to the time of inspection. Declarant shall cooperate with the Town and take all actions as may be reasonably requested by the Town in order that the Town may ascertain whether the terms of this Covenant have been and are being complied with. Declarant shall insure that any lease over any part of the Historic Structures shall provide for the Town's right of entry and inspection that is set forth herein.

(b) In the event that the Town determines, in its reasonable discretion, that there has been a failure or failures to comply with any requirement of this Covenant, the Town may provide written notice to Declarant that specifies the nature of the failure(s), the corrective action(s) required to remedy the failure(s), and a reasonable period of time within which the failure(s) shall be remedied by and at the expense of the Declarant, which period shall not be less than thirty (30) days unless the nature of the failure(s) is such that poses an immediate threat to the architectural, historical, or structural integrity of the features, materials, appearance, or workmanship of an Historic Structure.

(c) In the event that the Declarant shall fail to perform or complete the corrective action(s) that are specified in a written notice issued pursuant to subparagraph 3(b) above within the time period specified in the notice, the Town shall have the right to enter the Property and perform such corrective action(s) as were specified in the notice. Any such action(s) by the Town shall be at the Declarant's expense, and the Declarant shall reimburse the Town for such expenses within twenty (20) days after written notice thereof to the Declarant.

(d) In the event that the Declarant shall fail to reimburse the Town within twenty (20) days after written notice issued pursuant to subparagraph 3(c) above, the Town shall have the right to file a lien against the Property to secure payment of the expenses incurred in connection with the corrective action(s), plus interest at the rate of eighteen percent (18%) per annum or such lesser percentage as may be established as the maximum legal interest rate for such purposes, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner for foreclosures of deeds of trust in the State of Colorado, and the Declarant shall be required to pay the costs and expenses of such proceedings, including but not limited to reasonable attorneys' fees.

4. Alterations. Declarant agrees that no alterations shall be made to the exterior of

the Historic Buildings unless such alterations comply with the Standards and have been approved by the Town in accordance with applicable law, including but not limited to any applicable law concerning the alteration of structures within the Town's Historic Overlay Zone District.

5. Reserved Rights of Declarant. Declarant shall have all rights to utilize the Historic Structures and the Property not specifically limited or restricted by this Covenant.

6. Binding on Successors to Declarant; Enforcement; Attorneys' Fees. This Covenant shall be a binding servitude, and shall run with the land and be binding upon Declarant, and its successors, transferees, and assigns in and to the Property, in perpetuity. It is explicitly agreed by the parties hereto that this Covenant shall be enforceable in the courts of the State of Colorado and that in the event an action to enforce this Covenant is brought, the party that substantially prevails in any such enforcement action shall be entitled to recover from the non-prevailing party the full cost of such action, including but not limited to reasonable attorneys' fees and costs.

7. Exercise of Rights and Remedies. Any failure of the Town to exercise or enforce any right or remedy granted under this Covenant shall not have the effect of waiving or limiting the exercise or enforcement by the Town of any other right or remedy, or the exercise or enforcement of such right or remedy at any other time.

8. Notices. Any notice, consent or approval which is required or allowed to be given hereunder shall be given by a party either personally or by mailing the same, by registered mail, properly addressed and with postage prepaid, to the address of the other party, or to any subsequent mailing address of the other party as long as prior written notice of the change of address has been given by the other party to this Covenant. All such notices shall be effective seven days following the date the notice was deposited in the U.S. Mail. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

9. Severability. Each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining



provisions of such document.

10. Choice of Law. This Covenant and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.

11. Recordation and Modifications. This covenant shall be recorded with the Clerk and Recorder of Summit County, Colorado. The parties to this Covenant agree that any modifications of this Covenant shall be effective only when made by a writing signed by both parties and recorded with the Clerk and Recorder of Summit County, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above-written.

Declarant: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF SUMMIT     )

The foregoing Covenant for the Preservation of Historic Structures was acknowledged and signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

TOWN OF FRISCO, COLORADO

By: \_\_\_\_\_

Gary Wilikinson, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk

## **EXHIBIT A**

**[Insert here the legal description of all of the real property consisting of the Town Property and the Developer's Property – each as defined in the Purchase, Sale and Development Agreement.]**

## **EXHIBIT B**

**[Insert Historic Preservation Site Plan showing a plan view and providing a depiction and description of each of the historic buildings.]**

## EXHIBIT C

### U.S. Secretary of the Interior's Standards for Rehabilitation

#### National Park Service, Interior

#### § 68.3

(c) Fees are nonrefundable.

[76 FR 30541, May 26, 2011]

#### PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Sec.

68.1 Intent.

68.2 Definitions.

68.3 Standards.

**AUTHORITY:** The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918; EO 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

**SOURCE:** 60 FR 35843, July 12, 1995, unless otherwise noted.

##### § 68.1 Intent.

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on "certified historic structures" as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

##### § 68.2 Definitions.

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) *Preservation* means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than exten-

sive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

(b) *Rehabilitation* means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) *Restoration* means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

(d) *Reconstruction* means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

##### § 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation.* (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.



(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) *Rehabilitation.* (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

(10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(c) *Restoration.* (1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

(2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period



will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

(6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

(7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) *Reconstruction.* (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historic location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary re-creation.

(6) Designs that were never executed historically will not be constructed.

## PART 71—RECREATION FEES

### Sec.

- 71.1 Application.
- 71.2 Types of Federal recreation fees.
- 71.3 Designation.
- 71.4 Posting.
- 71.5 Golden Eagle Passport.
- 71.6 Golden Age Passport.
- 71.7 Entrance fees for single-visit permits.
- 71.8 Validation and display of entrance permits.
- 71.9 Establishment of recreation use fees.
- 71.10 Special recreation permits and special recreation permit fees.
- 71.11 Collection of Federal recreation fees.
- 71.12 Enforcement.
- 71.13 Exceptions, exclusions, and exemptions.
- 71.14 Public notification.
- 71.15 The Golden Eagle Insignia.

**AUTHORITY:** Sec. 4, Land and Water Conservation Fund Act of 1965 (16 U.S.C.A. 4601-6a (Supp., 1974)), as amended by Pub. L. 93-303; and sec. 3, Act of July 11, 1972, 86 Stat. 461; sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

**SOURCE:** 39 FR 33217, Sept. 16, 1974, unless otherwise noted. Redesignated at 44 FR 7143, Feb. 6, 1979, and 46 FR 34329, July 1, 1981; correctly redesignated at 46 FR 43045, Aug. 26, 1981.

### §71.1 Application.

This part is promulgated pursuant to section 4, Land and Water Conservation Fund Act of 1965, 16 U.S.C.A. 4601-6a (Supp., 1974), and section 3, Act of July 11, 1972, 86 Stat. 461. Any Federal recreation fee charged by any bureau of

To: Frisco Town Council and Mayor

From: Bill Efting, Town Manager

Date: December 9, 2016

Re: Emails and Correspondence in Reference to Second Reading of Ordinance 16-05

---

Council,

On December 6, 2016 the Town of Frisco hosted a "Community Conversation" concerning Second Reading of Ordinance 16-05, the potential sale and/or relocation of the Staley House.

I have attached all the emails that Town Council has received beginning on December 5<sup>th</sup> through today. I have also attached a letter from Kelly Foote and a new proposed red line of the existing ordinance. Staff has not reviewed Mr. Foote's proposal, we just received it this afternoon.

**Nathaniel Kelly Foote  
Foote's Rest  
510 E. Main Street  
Frisco, CO 80443**

December 9, 2016

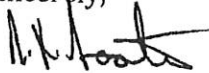
Dear Mayor Wilkinson and Frisco Town Council,

I first want to express my sincere gratitude and appreciation for the ability to work with you and Town staff on the purchase of the Staley House property. As you know my family and I have always promoted the preservation of historical structures in Frisco.

During the Community Forum hosted by the Town on December 6, 2016, I heard many citizens' concerns regarding keeping the Staley House on Main Street. In an effort to prove our commitment to the Town and its concerned citizens, we are proposing the attached amendment to the existing ordinance. This will allow the Staley House to remain on Main Street.

The Foote family has always been committed to preserving Frisco's history. We look forward to developing a project that will enhance Main Street and preserve historical structures.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Kelly Foote', with a stylized flourish at the end.

Nathaniel Kelly Foote



**TOWN OF FRISCO**

**AND**

**NATHANIEL KELLY FOOTE**

**PURCHASE, SALE AND DEVELOPMENT AGREEMENT**

**Dated as of November 29, 2016 and as amended on December 9, 2016**

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THIS PURCHASE, SALE AND DEVELOPMENT AGREEMENT, dated as of November 29, 2016, (the "Effective Date") and any amendments hereto made in accordance herewith (as from time to time amended and supplemented in accordance herewith, this "Agreement"), is made by and between the TOWN OF FRISCO, a Colorado home rule municipal corporation (the "Town"), and NATHANIEL KELLY FOOTE, an individual (together with any permitted successors and/or assigns, "Developer").

#### Recitals

This Agreement is made with respect to the following facts:

A. The Town is a municipal corporation and political subdivision duly organized and existing under the Constitution and laws of the state of Colorado and its home rule charter;

B. The Town owns certain real property that is commonly known as 518 Main Street, Frisco, Colorado and that is legally described in Exhibit A hereto (the "Town Property"), which Exhibit is incorporated herein by reference;

C. The Developer owns certain real property that is adjacent to the Town Property, that is commonly known as 502, 510 and 512 Main Street, Frisco, Colorado and that is legally described in Exhibit B hereto (the "Developer's Property") which Exhibit is incorporated herein by reference;

D. The Town desires to sell the Town Property to be redeveloped in order to bolster local economic activity;

E. The Developer desires to purchase the Town Property to redevelop in conjunction with the redevelopment of the Developer's Property;

F. There are certain historic structures located on the Developer's Property and the Town Property that the Town desires be preserved in perpetuity;

G. The Developer desires to purchase the Town Property and to redevelop the Town Property and the Developer's Property as one project and, in connection therewith, to provide assurance to the Town that: (i) the Town Property and Developer's Property will be redeveloped in the near future and will not be held by the Developer for speculative or other purposes, (ii) that the redevelopment project will be as described in this Agreement, and (iii) ~~with the exception of the Staley House, which shall be retained and moved by the Town, the~~ redevelopment project will preserve the historic structures located or to be located on the Developer's Property and the Town Property by way of an historic preservation covenant to be granted by the Developer to the Town pursuant to this Agreement;

H. Collectively, the Town Property and the Developer's Property are referred to hereinafter as the "Redevelopment Property;" and

I. The Developer has agreed to design and construct the project on the Redevelopment Property in accordance with this Agreement and with all applicable local, state and federal laws.

### **Agreement**

NOW, THEREFORE, in consideration of the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

#### **SECTION 1 DEFINITIONS.**

Section 1.01 Definitions. As used in this Agreement, the following terms will have the following meanings:

“Agreement” has the meaning set forth in the first paragraph of this Agreement. References to Sections and Exhibits are to this Agreement unless otherwise qualified.

“Closing” means the events described in Section 3.06.

“Deed” has the meaning set forth in Section 3.06(a).

“Developer” has the meaning set forth in the first paragraph of this Agreement.

“Developer’s Property” means the real property legally described in Exhibit B.

“Development Conditions” means: (i) such terms of this Agreement as govern the redevelopment of the Redevelopment Property; and (ii) all finally approved plats, plans and other documents that are required or permitted by the Town Code for the development of the Project or any part of the Project.

“Due Diligence Period” has the meaning set forth in Section 3.03.

“Dwelling Unit” means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

“Employee Housing Unit” means a dwelling unit, of not less than 375 square feet, that is constructed within the boundaries of the Redevelopment Property and that is restricted by way of a real covenant, enforceable by the Town and subject to specific performance by the Developer, that allows use and occupancy of the unit only to an individual, or individual and his or her family members, who is employed and works at the Redevelopment Property.

"Environmental Laws" means all federal, state and local environmental, health and safety statutes, as may from time to time be in effect, including but not limited to federal laws such as the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9602, et seq., the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601(20)(D), the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6901, et seq., the Federal Water Pollution Control Act, as amended by the Clean Water Act Amendments of 1977, 33 U.S.C. §§ 1251, et seq. ("CWA"), the Clean Air Act of 1966, as amended, 42 U.S.C. §§ 7401, et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136, et seq., the Occupational Safety and Health Act, 29 U.S.C. §§ 651, et seq., the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq., the Toxic Substances Control Act, 15 U.S.C. §§ 2601, et seq., and any and all federal, state and local rules, regulations, authorizations, judgments, decrees, concessions, grants, franchises, agreements and other governmental restrictions and other agreements relating to the environment or to any pollutants, as may from time to time be in effect.

"Notice Address" means the appropriate address for notice set forth below, as amended from time to time:

Town: Town of Frisco  
P.O. Box 4100  
Frisco, Colorado 80443  
Attn: Community Development Director

With a Copy to:

Thad W. Renaud, Esq.  
Murray Dahl Kuechenmeister & Renaud LLP  
710 Kipling Street, Suite 300  
Lakewood, CO 80215

Developer: Nathaniel Kelly Foote  
P.O. Box 307  
Frisco, CO 80443  
e-mail: foote@nkfoote.com

With a Copy to: Andrea Mahoney, Esq.  
~~Olson Traeger & Ursury LLP~~ The Law Offices of M. Kent Olsen,  
LLP  
650 S. Cherry Street, Suite 850  
Denver, CO 80246-1841  
e-mail:  
~~AMahoney@olsontraeger.com~~ amahoney@mkolsenlaw.com

"Permitted Exceptions" has the meaning set forth in Section 3.04.

"Planning Department" means the Town of Frisco Planning Department.

"Project" has the meaning set forth in Section 2.01.

"Property Information" has the meaning set forth in Section 3.02.

"Redevelopment Property" has the meaning set forth in Recital "H" above.

"Title Commitment" has the meaning set forth in Section 3.04.

"Title Company" has the meaning set forth in Section 3.04.

"Title Policy" means an ALTA Owner's title insurance policy issued by the Title Company, in the amount of Seven Hundred Thousand Dollars (\$700,000), dated as of Closing and reflecting Developer as fee owner of the Town Property, subject only to the Permitted Exceptions and such other easements, rights-of-way and exceptions as may be agreed upon by the parties.

"Town" has the meaning set forth in the first paragraph of this Agreement.

"Town Property" is that property described in Exhibit A.

"Town Code" means the Code of Ordinances of the Town of Frisco.

## SECTION 2 DESCRIPTION OF THE DEVELOPMENT.

Section 2.01 Description of the Development. The Project is the redevelopment of the Redevelopment Property in accordance with this Agreement, including the Development Conditions. The exact nature of the Project shall be at the discretion of the Developer, so long as each and every aspect of the Project meets each and every requirement set forth in this Agreement, and has received any and all Town approvals required to construct the Project pursuant to the requirements of the Town Code.

Without limiting the generality of the foregoing, the Project shall include the construction of:

1. a hotel with not more than forty-five (45) rooms and containing an elevated plaza of not less than one-thousand (1,000) square feet in area, which elevated plaza shall be adjacent to and not more than two (2) floors above the outdoor, at-grade plaza specified below;
2. a restaurant and bar;
3. a not less than eight (8) lane bowling alley;
4. an outdoor, at-grade plaza that is adjacent to Main Street and is not less than 2,000 and not more than 3,000 square feet in area; and
5. not less than three (3) Employee Housing Units.

The Project shall also include the preservation, on the Redevelopment Property, of the following historic structures that are currently located within the boundaries of the Redevelopment Property:

1. the Staley House;

1-2. the building containing the Foote's Rest private residence, Sweet Shop and garage;

2-3. Cabins 1, 2, and 3; and

3-4. the Blacksmith Shop.

Collectively, the above-listed structures or parts of structures shall be referred to hereinafter as the "Historic Structures." For purposes of reference only, each such structure is depicted in Exhibit C hereto at its approximate location as of the Effective Date of this Agreement. Exhibit C is incorporated herein by reference. Developer agrees to keep the Staley House on Main Street. Developer and the Town will work together to determine the best location on Main Street and the best use of the Staley House. Developer agrees that Cabins 1 and 2, and the building containing the Foote's Rest private residence, Sweet Shop and garage shall be preserved in place at their respective locations as of the Effective Date of this Agreement. Developer further agrees that the remaining Historic Structures shall be located predominantly along the western boundary of the Redevelopment Property.

Developer agrees that, as a part of the consideration to the Town for the sale of the Town Property to the Developer, the Developer shall execute and deliver to the Town, at the time of Closing, an historic preservation covenant over the Redevelopment Property for the purpose of preserving the Historic Structures and their historic appearance, in perpetuity. Said covenant shall run in favor of the Town, shall bind all future owners of the Redevelopment Property and shall be substantially in the form attached hereto as Exhibit D, which Exhibit is incorporated herein by reference. Any part of the foregoing notwithstanding, the Developer and the Town understand and agree that the Blacksmith Shop, as a result of its degradation, may be difficult and impractical to relocate and/or preserve and, accordingly, agree that the Blacksmith Shop may be replicated rather than preserved in the Developer's reasonable discretion. Any part of the foregoing notwithstanding, the Developer and the Town further understand and agree that Developer shall endeavor but not be obligated to preserve the Tool Shed (which is depicted in Exhibit C) along with the other Historic Structures and that, if so preserved, the Tool Shed shall be added to the list of Historic Structures that will be subject to the historic preservation covenant, the form of which is attached hereto as Exhibit D.

Developer agrees to develop the Redevelopment Property with reasonable care and diligence and to carry out and complete the Project in accordance with this Agreement and the Development Conditions.

Section 2.02 Town's Retention of the Staley House.

~~(a) Developer understands and agrees that a historic building, known as the Staley House, is currently located on the Town Property and that the Town intends to retain ownership of the~~

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~~Staley House, and that the Staley House is not a part of the real property to be conveyed to the Developer pursuant to this Agreement. Accordingly, Developer further understands and agrees that, as part of the consideration to the Town for the Town's conveyance of the Town Property to the Developer, the Developer shall cooperate with the Town, at the Town's expense, to move the Staley House off of the Town Property within sixty (60) days after Closing; provided, however, that regardless of the date of Closing, the Town shall not be required to move the Staley House off of the Town Property except on a date that is not earlier than June 15 nor later than September 15 of any calendar year.~~

~~(b) Town shall not permit claims or liens of any kind against the Redevelopment Property for work performed on the Redevelopment Property in connection with the Town's removal of the Staley House, and the Town shall promptly repair any damage to the Redevelopment Property caused by the Town's removal of the Staley House.~~

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~~(c) If during the removal of the Staley House the Town shall obtain actual knowledge of any conditions of, or hazardous waste upon, the Town Property that implicates any Environmental Law, the Town shall, within seven (7) days of such obtaining such knowledge, advise the Developer of the same in writing. In the event of such written advisement, the Developer shall have sixty (60) days to take any actions the Developer deems advisable and within which to advise the Town, in writing, that it desires to terminate this Agreement. In the event of such termination, the Developer shall convey the Town Property back to the Town, by special warranty deed, and the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.~~

SECTION 3 ACQUISITION AND CONVEYANCE OF THE PROPERTY. Developer agrees to buy, and the Town agrees to sell, the Town Property on the terms and conditions set forth in this Agreement.

Section 3.01 Property Inspection and Environmental Assessment.

(a) On and after the Effective Date of this Agreement, the Town shall provide Developer, its employees and agents, with ongoing access to the Town Property to, at Developer's sole cost and expense, inspect it, conduct any due diligence, tests, surveys, or other studies or analysis, or to collect any data, samples, specimens or information as Developer deems necessary, in its sole discretion; provided that, except as set forth below, Developer shall have no right to obtain an environmental assessment of the Property and shall repair any damage resulting from any such activities and shall return the Town Property substantially to its condition prior to such damage. Developer shall not permit claims or liens of any kind against the Town Property for work performed on the Town Property at the Developer's request. Developer agrees to indemnify, protect and hold Town harmless from and against any liability, damage, cost or expense incurred by Town and caused by any such work, claim or lien. This indemnity includes the Town's right to recover all costs and expenses incurred by the Town to defend against any such liability, damage, cost or expense, or to enforce this section, including the Town's reasonable attorney fees, and other legal fees and expenses. The provisions of this paragraph shall survive the termination of this Agreement.



(b) If requested by Developer in writing within ten (10) days after the Effective Date of this Agreement, the Town shall obtain, within seventy (70) days after the Effective Date this Agreement and at Developer's sole expense to be reimbursed to the Town at Closing, a Phase I Environmental Assessment of the Town Property. A Phase II Environmental Assessment of the Town Property shall be obtained by the Town within one-hundred twenty (120) days after the Effective Date of this Agreement, also at Developer's sole expense to be reimbursed to the Town at Closing, if and only if the Phase I Assessment warrants the need, in the reasonable discretion of the Town, for a Phase II Assessment. Any Environmental Assessment obtained by the Town shall be provided to the Developer; provided, however, that the Developer shall keep said Assessment and its contents strictly confidential, and shall not disclose any of the contents thereof to any of its agents, brokers, consultants, employees, lenders or any other person or entity without the prior written consent of the Town. In the event that any Environmental Assessment reveals information that must be disclosed to a governmental entity, the Town shall be solely responsible for making such disclosures.

Section 3.02 Materials to be Delivered. Within twenty (20) days after the Effective Date of this Agreement, the Town shall deliver to Developer the following materials concerning the Town Property (the "Town Property Information"):

(a) Any, and all, written information in the possession of the Town concerning the Town Property, including but not limited to, public works, planning and building department files;

(b) Any, and all, vendor, contractor, lease or other agreements between the Town and any third party relating to the Town Property; and

(c) The most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by the Town to the Town's actual knowledge, current as of the date of this Agreement.

Section 3.03 Developer's Due Diligence. Developer shall have one hundred thirty (130) days after the Effective Date of this Agreement (the "Due Diligence Period") during which to inspect the Town Property and to review all matters affecting or relating to the Town Property or the Project, including, but not limited to, the location, availability and adequacy of utilities, engineering, soil conditions, tests, surveys, the economic feasibility of the Project, and the financing for acquisition of the Town Property and development of the Project, as well as other studies or analyses (including any environmental assessment(s) provided by the Town), and the Property Information. If, as a result of such inspection and review, Developer finds the Town Property unsatisfactory to it, in its sole and absolute discretion, and delivers written notice to the Town of the exact nature of such unsatisfactory condition(s) within the Due Diligence Period, then, and except as to unsatisfactory condition based upon the Purchase Price, the Town shall make good faith efforts, at no more than four thousand dollars (\$4,000.00) of cost, to cure such unsatisfactory condition(s) within ten (10) days after the receipt of such notice. In the event that the Town is not able to cure such unsatisfactory conditions at such cost within said ten (10) day period, Developer will have the right to terminate this Agreement by notifying the Town in writing of such termination within ten (10) calendar days after such ten (10) day period. In the

event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

**Section 3.04 Survey and Title Evidence.**

(a) The Town shall, within twenty (20) days after the Effective Date of this Agreement, deliver to Developer, at the Town's expense, a Title Commitment issued by Land Title Guarantee Company in Frisco, Colorado ("Title Company"), covering the Town Property, together with legible copies of all exception documents disclosed by such Commitment. Such Title Commitment shall commit to insure Title to the Town Property in Developer in the amount of Seven Hundred Thousand Dollars (\$700,000) and subject only to (i) this Agreement and the Covenant for Preservation of Historic Structures required by this Agreement; (ii) all matters of record disclosed in the Title Commitment; and (iii) any lease agreement over the Town Property (collectively, the "Permitted Exceptions"). On or before the date of the Closing, the Town shall cause such Commitment to be endorsed so as to change the effective date to a date no more than one week prior to the Closing. Town shall pay the title insurance premium at the Closing and the Town shall have the Title Policy delivered to Developer as soon as practicable after the Closing. If required by the Title Company in order to insure the property in the amount set forth in this subsection (a), Developer will obtain and pay for an appraisal of the Property and provide copies of it to the Town and the Title Company. If required by the Title Company to delete the standard preprinted exceptions set for in the Title Commitment, and if the Developer desires that such preprinted exceptions be deleted, the Developer will obtain and pay for an ALTA survey of the Town Property and provide copies of the same to the Town and the Title Company at such time prior to the Closing as may be required by the Title Company.

(b) Written notice of unmerchantability of title to the Town Property or of any other unsatisfactory title condition shown by the Title Commitment shall be given by or on behalf of Developer on or before the end of the Due Diligence Period. If the Town does not receive Developer's notice on or before the end of the Due Diligence Period, Developer accepts the condition of title as disclosed by the Title Commitment as satisfactory. If the Town timely receives notice of unmerchantability of title or any other unsatisfactory title condition(s), the Town shall use reasonable efforts, at no more than four thousand dollars (\$4,000.00) of cost, to correct such title condition(s). If such condition(s) are not corrected fifteen (15) days after receipt of the Developer's notice, Developer will have the right to terminate this Agreement by notice to the Town given within five (5) calendar days after such fifteen (15) day period. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

**Section 3.05 SPECIAL DISTRICT DISCLOSURE STATEMENT. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND EXCESSIVE TAX BURDENS TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN**

INCREASE IN MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE DEBT FINANCING REQUIREMENTS OF THE AUTHORIZED GENERAL OBLIGATION INDEBTEDNESS OF SUCH DISTRICT SERVICING SUCH INDEBTEDNESS, AND THE POTENTIAL FOR AN INCREASE IN SUCH MILL LEVIES. PURCHASERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE TOWN PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Section 3.06 Closing. Closing of the acquisition by Developer from the Town of the Town Property will take place at the Title Company ten (10) business days after: (i) Developer receives final approval from the Town of the development plan for the Project; and (ii) the Town receives an application for a building permit for the Project that meets the requirements of Section 4.04 below. At Closing, the following will occur, each being a condition precedent to the others and all being considered as occurring simultaneously:

(a) The Town shall execute, have acknowledged and deliver to Developer: (i) a Special Warranty Deed (the "Deed") conveying title to the Property to Developer, free and clear of all taxes and subject only to such liens, encumbrances and other matters as may make up the Permitted Exceptions; (ii) a certification that all representations and warranties made by the Town in this Agreement are true, accurate and complete at the time of the Closing; (iii) an affidavit certifying that the Town is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate, as those terms are defined in the Internal Revenue Code of 1986, as amended, and the corresponding income tax regulations; and (iv) such affidavits and agreements to or with Title Company as Title Company shall require to issue to Developer a policy of owner's title insurance.

(b) Developer will deliver to the Town, in funds that comply with all applicable Colorado laws, but including only electronic transfer funds, certified check, savings and loan teller's check or a cashier's check ("Good Funds"), the sum of Seven Hundred Thousand Dollars (\$700,000.00) (the "Purchase Price"), along with a certification that all representations and warranties made by Developer in this Agreement are true, accurate and complete at the time of the Closing.

(c) The Developer shall execute, have acknowledged and deliver to Town a historic preservation covenant in substantially the form attached hereto as Exhibit D.

(c) The Town and the Developer will each pay one-half (50%) of the Title Company's closing costs and will execute settlement sheets, closing instructions, and such other agreements and documents (with customary prorations in accordance with local practice for commercial property transactions) as may be required to implement and to carry out the intent of this Agreement.

(d) The Developer will pay the Town for the costs of any Phase I and Phase II Environmental Assessment of the Town Property that was obtained by the Town pursuant to this Agreement.

(e) The Title Company will issue the Title Policy to Developer, or unconditionally commit to so issue the Title Policy promptly following Closing.

Section 3.07 Risk of Loss. If, prior to the Closing, the Town Property or any part thereof is damaged or destroyed by fire, earthquake, flood or other casualty, to a degree that Developer determines its use is adversely affected, Developer may at its option terminate this Agreement by written notice to the Town prior to the Closing. In the event of such termination by Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below. In the event that the Developer fails to terminate this Agreement as a result of such casualty, the Developer agrees that it is purchasing the Property in its then "as is" condition as a result of such casualty.

Section 3.08 "As Is" Nature of Transaction. The Town has not made, does not make and specifically negates and disclaims any representations, warranties, covenants or guarantees of any kind, whether express or implied: (a) concerning or with respect to the presence of hazardous substances on the Town Property or compliance of the Town Property with any and all applicable Environmental Laws; and (b) the value, nature, quality or condition of the water, soil and geology of the Town Property. The Developer acknowledges and agrees that to the maximum extent permitted by law, the sale of the Town Property, as provided for herein, is made on an "as is," "where is" and "with all faults" condition and basis with respect to the existence of hazardous substances and the condition of the water, soil and geology of the Town Property. The Developer and anyone claiming by, through or under the Developer hereby fully and irrevocably releases the Town and its successors from any and all claims that it may now have or hereafter acquire against the Town, its officials, officers, employees, representatives and agents for any cost, loss, liability, damage, expense, claim, demand, action or cause of action arising from or related to any such defects and conditions, including, without limitation, compliance with Environmental Laws, affecting the Town Property or any portion thereof.

Section 3.09 Developer's Feasibility Study. Developer shall have ninety (90) days after the date of the final approval of the Project by the Town within which to study the financial feasibility of the Project, including but not limited to the availability of construction or other financing for the Project. If as a result of such study or studies the Developer shall determine, in its sole and absolute discretion, that the Project is not financially feasible, then the Developer may provide written notice of termination to the Town within said ninety (90) days. In the event of such termination, the Developer and the Town shall proceed in accordance with the provisions of Section 5 below. For purposes of this Section, the date of final approval of the Project shall be the date upon which the Town has given each approval necessary for the Developer to make application to the Town for the issuance of a building permit for all or part of the Project.

#### SECTION 4 DEVELOPMENT APPROVALS.

Section 4.01 Development Approval. The Town understands and agrees that the Developer may choose to make application to the Town for the rezoning of the Developer's Property to be within the Town's Historic Overlay (HO) District. Developer shall make all necessary applications required for the construction associated with the Project through the Town as required by the Town's ordinances and regulations; including, but not limited to the following:

- (i) Sketch plan procedures found in Chapter 180 of the Town Code; and
- (ii) Development plan procedures found in Chapter 180 of the Town Code;

Section 4.02 Sketch Plan. On or before the 130<sup>th</sup> day after the Effective Date of this Agreement, the Developer shall have made application to the Town for a sketch plan approval for the Project on the Redevelopment Property. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.03 Development Application. On or before the 180<sup>th</sup> day after the Effective Date of this Agreement, the Developer shall have made application to the Town for development plan approval for the Project on the Redevelopment Property. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.04 Building Permit Application. On or before the 330<sup>th</sup> day after the Effective Date of this Agreement, the Developer shall have made application to the Town, including the payment of building permit fees therefor, for a building permit authorizing the construction of a substantial portion of the improvements to be constructed on the Redevelopment Property pursuant to the approved development plan for the Property. For purposes of this section, a "substantial portion of the improvements" mean improvements of a value that is not less than one-half (50%) of the total value of all improvements that may be constructed on the Property pursuant to the approved development plan, with such values being determined by the Town's Building Official through the normal and customary valuation methodology generally applied by such official in connection with building permit applications. If the Developer fails to make such application within said time period, the Town may terminate this agreement by written notice to the Developer. In the event of such termination by the Town, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

Section 4.05 Development Approvals Generally. The Town agrees reasonably to cooperate with Developer with respect to application(s) for any permits or approvals required or permitted by the laws of the Town, and any permits or approvals required from any other governmental agency, for purposes of developing the Project on the Redevelopment Property;

provided, however, that all applications for such permits and approvals are in compliance with this Agreement and applicable ordinances and/or regulations. Nothing contained in this Agreement shall be construed to obligate the Town to issue any permit or approval necessary or desirable in connection with the Project, and the Town may issue any such permit or approval in its sole discretion, with or without conditions, and in accordance with applicable laws of the Town and state. The Developer understands and agrees that the Town's consideration and decision with respect to any application the Developer may file in order to obtain approval of the Project will be a quasi-judicial decision, which decisions are often to be made only after public hearing. Accordingly, in the event that the Project has not received full development approval consistent with this Agreement as it relates to the development plan (whether due to political opposition, initiative, referendum, litigation, the Town's lack of support or any other cause) after three (3) good faith efforts to obtain such approval, then the Developer shall have the right to terminate this Agreement by written notice to the Town. In the event of such termination by the Developer, the Town and the Developer shall proceed in accordance with the provisions of Section 5 below.

#### SECTION 5 CERTAIN TERMINATIONS

This Section 5 shall apply only to those circumstances where a given paragraph of this Agreement provides a right to terminate this Agreement and further provides that, in the event of such termination, "...the Town and the Developer shall proceed in accordance with the provisions of Section 5 below." In such circumstances, this Agreement shall terminate and neither the Town nor the Developer shall have any further obligation to the other party whatsoever, and neither party shall have any claim for damages against the other based upon such termination.

#### SECTION 6 REPRESENTATIONS AND WARRANTIES

Section 6.01 Representations and Warranties by Developer Developer represents and warrants that:

(a) He is the sole owner of the fee simple interest in the Developer's Property and has complete and sole authority to execute and deliver this Agreement to the Town or, in the event that this Agreement is properly assigned to a corporate entity, that the entity is duly organized and validly existing under the laws of the State of Colorado, that it is not in violation of any provisions of its governing documents or the laws of the State of Colorado, that it has the power and legal right to enter into this Agreement and has duly authorized the execution, delivery and performance of this Agreement by proper action;

(b) The consummation of the transactions contemplated by this Agreement will not violate any provisions of the governing documents of Developer or constitute a default or result in the breach of any term or provision of any contract or agreement to which Developer is a party or by which it is bound;

(c) Developer will cooperate with the Town with respect to any litigation brought by a third party concerning the Project or this Agreement, except where by the nature of the litigation the Town and Developer are adverse;

(d) There is no litigation, proceeding or investigation contesting the power or authority of the Developer or its officers with respect to the Project or this Agreement, and Developer is unaware of any such litigation, proceeding or investigation that has been threatened; and

(e) Developer, as of the date of this Agreement has funds available which, together with reasonably anticipated financing available to the Developer, should be sufficient and available in an amount not less than the amount stated in Section 3.06(b) above.

Section 6.02 Representations and Warranties by the Town. The Town represents and warrants that:

(a) The Town is a home rule municipal corporation and political subdivision validly existing under the laws of the State of Colorado;

(b) The Town has the power to enter into and has taken all actions required to authorize this Agreement and to carry out its obligations hereunder;

(c) There is no litigation, proceeding or investigation contesting the power or authority of the Town or its officials to enter into or consummate the transactions contemplated by this Agreement, and the Town is unaware of any such litigation, proceeding or investigation that has been threatened;

(d) The execution and delivery of this Agreement and the documents required hereunder and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule or regulation applicable to the Town or to the Town's governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which the Town is a party or by which it may be bound or affected, or (iii) permit any party to terminate any such agreement or instruments or to accelerate the maturity of any indebtedness or other obligation of the Town; and

(e) Town will cooperate with the Developer with respect to any litigation brought by a third party concerning the Project or this Agreement, except where by the nature of the litigation the Town and Developer are adverse.

## SECTION 7 RESTRICTIONS ON ASSIGNMENT AND TRANSFER

Section 7.01 Limitation on Assignment. Except for an assignment to an entity that is controlled by Nathaniel Kelly Foote and that owns or has an ownership interest in the Developer's Property, Nathaniel Kelly Foote will not assign his rights or delegate his duties and obligations pursuant to this Agreement without the prior written consent of the Town, which consent may be withheld in the Town's sole and absolute discretion. Any purported assignment without consent of the Town will be null and void. As a condition to granting consent, an



assignee will expressly assume in writing the obligations of Developer hereunder and upon any such full assumption of obligations, Nathaniel Kelly Foote shall be released from any and all obligations hereunder only if he no longer has a personal ownership interest in Developer's Property. For purposes of this Section 7.01, and assuming an assignment to an entity that is controlled by Nathaniel Kelly Foote and that owns or has an ownership interest in the Developer's Property, any sale, transfer, assignment, pledge or hypothecation of an interest in that entity that results in a change in control of that entity, or in which that entity retains less than a 51% ownership interest in the Developer's Property, will constitute an assignment of this Agreement.

#### SECTION 8 MISCELLANEOUS.

Section 8.01 Notices. All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when: (i) given by hand delivery, overnight delivery, mailed by certified or registered mail, postage prepaid, addressed to the appropriate Notice Address or at such other address or addresses as any party hereto designates in writing to the other party hereto; and (ii) copied to the e-mail address set forth under the definition of "Notice Address" above, if an e-mail address is so set forth.

Section 8.02 Waiver. No failure by either party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, will constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Either party by giving notice to the other party may, but will not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver will affect or alter the remainder of this Agreement, but each and every covenant, agreement, term and condition of this Agreement will continue in full force and effect with respect to any other then existing or subsequent breach.

Section 8.03 Attorneys' Fees. In any proceeding brought to enforce the provisions of this Agreement, the court shall award the party that substantially prevails on a contested material issue its reasonable attorneys' fees, actual court costs and other expenses incurred in connection with said material issue.

Section 8.04 Conflicts of Interest. The Town will not knowingly allow, and except as disclosed in writing to the Town, Developer will not knowingly permit, any of the following persons to have any interest, direct or indirect, in this Agreement: a member of the governing body of the Town; an employee of the Town who exercises responsibility concerning the Project, or an individual or firm retained by the Town who has performed consulting or other professional services in connection with the Project. The Town will not allow and Developer will not knowingly permit any of the above persons or entities to participate in any decision relating to this Agreement that affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 8.05 Titles of Sections. Any titles of the several parts and Sections of this Agreement are inserted for convenience of reference only and will be disregarded in construing or interpreting any of its provisions.



Section 8.06 Town Not a Partner; Developer Not Town's Agent. Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Town will not be deemed or constituted a partner of or in a joint venture with Developer, Developer will not be the agent of the Town, and the Town will not be responsible for any debt or liability of Developer.

Section 8.07 Applicable Law; Binding Effect. The laws of the State of Colorado will govern the interpretation and enforcement of this Agreement. This Agreement will be binding on and inure to the benefit of the parties hereto, and their successors and assigns, subject to the limitations on assignment of this Agreement by Developer set forth in Section 7.01.

Section 8.08 Survival. Except for Section 3, all provisions of this Agreement shall be deemed to be continuing and shall survive the Closing. Unless otherwise expressly set forth in this Agreement, none of the provisions of this Agreement shall survive the termination of this Agreement.

Section 8.09 Further Assurances. The parties hereto agree to execute such documents, and take such action, as may be reasonably requested by the other party hereto to confirm or clarify the intent of the provisions hereof and to effectuate the agreements herein contained and the intent hereof.

Section 8.10 Time of Essence. Time is of the essence of this Agreement. The parties will make every reasonable effort to expedite the subject matters hereof and acknowledge that the successful performance of this Agreement requires their continued cooperation.

Section 8.11 Counterparts. This Agreement may be executed in several counterparts, each of which together will be an original and all of which will constitute but one and the same instrument.

Section 8.12 Non-Liability of Town Officials and Employees. No council member, commissioner, board member, official, employee, agent or consultant of the Town will be personally liable to Developer in the event of breach or Event of Default by the Town or for any amount that may become due to Developer under the terms of this Agreement.

Section 8.13 Incorporation of Exhibits. All exhibits attached to this Agreement are incorporated into and made a part of this Agreement.

Section 8.14 Jointly Drafted; Rules of Construction. The parties hereto agree that this Agreement was jointly drafted, and, therefore, waive the application of any law, regulation, holding, or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

Section 8.15 No Third-Party Beneficiaries. No third-party beneficiary rights are created in favor of any person not a party to this Agreement it being the intent of the parties hereto that they be and remain the sole beneficiaries of this Agreement.

Section 8.16 Default.

(a) In the event of Developer's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Town, at its option and notwithstanding any other term or provision of this Agreement, may terminate this Agreement by written notice to Developer. In the event of a termination pursuant to this paragraph, the Developer and the Town shall have no further liability or obligation to each other in connection with this Agreement, except as to such terms and conditions which expressly survive the termination of this Agreement.

(b) In the event of the Town's default, material breach or material misrepresentation of any fact under the terms of this Agreement, the Developer, at its option and notwithstanding any other term or provision of this Agreement, may terminate this Agreement and, thereafter, shall be entitled to pursue its remedies at law or in equity; provided, however, that Developer waives any right to file and maintain an action against the Town for specific performance of this Agreement.

IN WITNESS WHEREOF, the Town has caused these presents to be executed in its corporate name and with its official seal hereunto affixed and attested by its duly authorized officials; and Developer has caused these presents to be executed by its duly authorized officer, as of the date first above written.

TOWN OF FRISCO

(SEAL)

Attest:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk

\_\_\_\_\_  
Gary Wilkinson, Mayor

NATHANIEL KELLY FOOTE

\_\_\_\_\_

STATE OF COLORADO       )  
                                      ) ss  
COUNTY OF SUMMIT       )

The foregoing instrument was acknowledged before me as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by Gary Wilkinson, as Mayor, and Deborah Wohlmuth, as Town Clerk, of the Town of Frisco, a Colorado home rule municipal corporation.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF COLORADO       )  
                                      ) ss  
COUNTY OF SUMMIT       )

The foregoing instrument was acknowledged before me as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by Nathaniel Kelly Foote

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Exhibit A

**LEGAL DESCRIPTION OF TOWN PROPERTY**

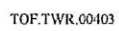
LOTS 3 AND 4, BLOCK 11, FRISCO TOWNSITE SUBDIVISION, ALSO KNOWN AS 518  
MAIN STREET, FRISCO, COLORADO

**Exhibit B**

**LEGAL DESCRIPTION OF DEVELOPER'S PROPERTY**

LOTS 5 THROUGH 12, INCLUSIVE, BLOCK 11, FRISCO TOWNSITE SUBDIVISION,  
ALSO KNOWN AS 502, 510 and 512 MAIN STREET, FRISCO, COLORADO

### SITE PLAN OF CURRENT LOCATION OF HISTORIC STRUCTURES



## EXHIBIT D

### COVENANT FOR THE PRESERVATION OF HISTORIC STRUCTURES

THIS COVENANT FOR THE PRESERVATION OF HISTORIC STRUCTURES (the "Covenant") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 201\_, by \_\_\_\_\_ (hereinafter referred to as "Declarant"), and The Town of Frisco, Colorado (the "Town"). This Covenant shall run with the land described herein and be binding upon the successors and assigns of the parties hereto, subject to the terms and conditions set forth herein.

### RECITALS

A. Pursuant to that certain Purchase, Sale and Development Agreement between the Declarant and the Town, dated on or about \_\_\_\_\_, 2016, the Town has sold certain real property to the Declarant in exchange, among other consideration, for the Declarant's execution and delivery to the Town of this Covenant;

B. Declarant owns the real property described in **Exhibit A** appended hereto and incorporated herein by this reference (the "Property"); and

C. There are certain historic structures (hereinafter, collectively, the "Historic Structures," and individually, a "Historic Structure") located on the Property, consisting of the building containing the Foote's Rest private residence, Sweet Shop and garage; Cabins 1, 2, and 3; and the Blacksmith Shop; each as sited, depicted and described in the Historic Preservation Site Plan attached hereto as **Exhibit B**.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by Declarant, Declarant hereby represents, covenants and agrees as follows:

1. Maintenance Obligation. Declarant agrees to maintain, repair, and preserve the Historic Structures located on the Property in a manner that complies with the attached U.S. Secretary of the Interior's Standards for Rehabilitation that are codified at 36 C.F.R. § 68.3(b), and the terms of which are defined at 36 CFR § 68.2 (the "Standards"), so as to preserve the architectural, historical, cultural, and structural integrity of their features, materials, appearance, and workmanship. A copy of the Standards as they exist on the date of recordation of this covenant is attached hereto as **Exhibit C**. Declarant shall maintain, repair and preserve the Historic Structures on the Property at all times and at the locations shown on **Exhibit B**, and shall keep the structures in a state of repair that is at least as good as that which exists as of the date of this Covenant, and shall not allow their appearance to deteriorate in any material way.

2. Exclusion and Enforcement. Declarant understands and agrees that the Town has no obligation whatsoever to restore, maintain, repair, or administer the Property or Historic Structures covered by this Covenant. However, the Town shall be entitled to enforce this Covenant in accordance with its terms, and/or by way of any legal

proceeding and remedy available at law or in equity, including but not limited to an order for specific performance of the Declarant's obligations under this Covenant.

3. Inspection, Compliance and Town's Self-Help and Lien Rights.

(a) Declarant agrees that the Town shall have the right to enter the Property at reasonable times to inspect the Historic Buildings to assure compliance with this covenant. Such inspection may occur after the provision of a written notice of inspection to the Declarant, or upon the posting of a written notice of inspection on or about the Historic Building(s) to be inspected not less than forty-eight (48) hours prior to the time of inspection. Declarant shall cooperate with the Town and take all actions as may be reasonably requested by the Town in order that the Town may ascertain whether the terms of this Covenant have been and are being complied with. Declarant shall insure that any lease over any part of the Historic Structures shall provide for the Town's right of entry and inspection that is set forth herein.

(b) In the event that the Town determines, in its reasonable discretion, that there has been a failure or failures to comply with any requirement of this Covenant, the Town may provide written notice to Declarant that specifies the nature of the failure(s), the corrective action(s) required to remedy the failure(s), and a reasonable period of time within which the failure(s) shall be remedied by and at the expense of the Declarant, which period shall not be less than thirty (30) days unless the nature of the failure(s) is such that poses an immediate threat to the architectural, historical, or structural integrity of the features, materials, appearance, or workmanship of an Historic Structure.

(c) In the event that the Declarant shall fail to perform or complete the corrective action(s) that are specified in a written notice issued pursuant to subparagraph 3(b) above within the time period specified in the notice, the Town shall have the right to enter the Property and perform such corrective action(s) as were specified in the notice. Any such action(s) by the Town shall be at the Declarant's expense, and the Declarant shall reimburse the Town for such expenses within twenty (20) days after written notice thereof to the Declarant.

(d) In the event that the Declarant shall fail to reimburse the Town within twenty (20) days after written notice issued pursuant to subparagraph 3(c) above, the Town shall have the right to file a lien against the Property to secure payment of the expenses incurred in connection with the corrective action(s), plus interest at the rate of eighteen percent (18%) per annum or such lesser percentage as may be established as the maximum legal interest rate for such purposes, plus all costs and expenses of collecting the unpaid amount, including reasonable attorneys' fees. The lien may be foreclosed in the manner for foreclosures of deeds of trust in the State of Colorado, and the Declarant shall be required to pay the costs and expenses of such proceedings, including but not limited to reasonable attorneys' fees.

4. Alterations. Declarant agrees that no alterations shall be made to the exterior of



the Historic Buildings unless such alterations comply with the Standards and have been approved by the Town in accordance with applicable law, including but not limited to any applicable law concerning the alteration of structures within the Town's Historic Overlay Zone District.

5. Reserved Rights of Declarant. Declarant shall have all rights to utilize the Historic Structures and the Property not specifically limited or restricted by this Covenant.

6. Binding on Successors to Declarant; Enforcement; Attorneys' Fees. This Covenant shall be a binding servitude, and shall run with the land and be binding upon Declarant, and its successors, transferees, and assigns in and to the Property, in perpetuity. It is explicitly agreed by the parties hereto that this Covenant shall be enforceable in the courts of the State of Colorado and that in the event an action to enforce this Covenant is brought, the party that substantially prevails in any such enforcement action shall be entitled to recover from the non-prevailing party the full cost of such action, including but not limited to reasonable attorneys' fees and costs.

7. Exercise of Rights and Remedies. Any failure of the Town to exercise or enforce any right or remedy granted under this Covenant shall not have the effect of waiving or limiting the exercise or enforcement by the Town of any other right or remedy, or the exercise or enforcement of such right or remedy at any other time.

8. Notices. Any notice, consent or approval which is required or allowed to be given hereunder shall be given by a party either personally or by mailing the same, by registered mail, properly addressed and with postage prepaid, to the address of the other party, or to any subsequent mailing address of the other party as long as prior written notice of the change of address has been given by the other party to this Covenant. All such notices shall be effective seven days following the date the notice was deposited in the U.S. Mail. Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

9. Severability. Each provision of this Covenant and any other related document shall be interpreted in such a manner as to be valid under applicable law; but, if any provision of any of the foregoing shall be invalid or prohibited under said applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining

provisions of such document.

10. Choice of Law. This Covenant and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.

11. Recordation and Modifications. This covenant shall be recorded with the Clerk and Recorder of Summit County, Colorado. The parties to this Covenant agree that any modifications of this Covenant shall be effective only when made by a writing signed by both parties and recorded with the Clerk and Recorder of Summit County, Colorado.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above-written.

Declarant: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF COLORADO     )  
                                      ) ss.  
COUNTY OF SUMMIT     )

The foregoing Covenant for the Preservation of Historic Structures was acknowledged and signed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_.

TOWN OF FRISCO, COLORADO

By: \_\_\_\_\_

Gary Wilikinson, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk

**EXHIBIT A**

**[Insert here the legal description of all of the real property consisting of the Town Property and the Developer's Property – each as defined in the Purchase, Sale and Development Agreement.]**

## **EXHIBIT B**

**[Insert Historic Preservation Site Plan showing a plan view and providing a depiction and description of each of the historic buildings.]**

## EXHIBIT C

### U.S. Secretary of the Interior's Standards for Rehabilitation

#### National Park Service, Interior

§ 68.3

(c) Fees are nonrefundable.

[76 FR 30541, May 26, 2011]

#### PART 68—THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES

Sec.

68.1 Intent.

68.2 Definitions.

68.3 Standards.

**AUTHORITY:** The National Historic Preservation Act of 1966, as amended (16 U.S.C. 470 *et seq.*); sec. 2124 of the Tax Reform Act of 1976, 90 Stat. 1918; EO 11593, 3 CFR part 75 (1971); sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

**SOURCE:** 60 FR 35843, July 12, 1995, unless otherwise noted.

##### § 68.1 Intent.

The intent of this part is to set forth standards for the treatment of historic properties containing standards for preservation, rehabilitation, restoration and reconstruction. These standards apply to all proposed grant-in-aid development projects assisted through the National Historic Preservation Fund. 36 CFR part 67 focuses on "certified historic structures" as defined by the IRS Code of 1986. Those regulations are used in the Preservation Tax Incentives Program. 36 CFR part 67 should continue to be used when property owners are seeking certification for Federal tax benefits.

##### § 68.2 Definitions.

The standards for the treatment of historic properties will be used by the National Park Service and State historic preservation officers and their staff members in planning, undertaking and supervising grant-assisted projects for preservation, rehabilitation, restoration and reconstruction. For the purposes of this part:

(a) *Preservation* means the act or process of applying measures necessary to sustain the existing form, integrity and materials of an historic property. Work, including preliminary measures to protect and stabilize the property, generally focuses upon the ongoing maintenance and repair of historic materials and features rather than exten-

sive replacement and new construction. New exterior additions are not within the scope of this treatment; however, the limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a preservation project.

(b) *Rehabilitation* means the act or process of making possible an efficient compatible use for a property through repair, alterations and additions while preserving those portions or features that convey its historical, cultural or architectural values.

(c) *Restoration* means the act or process of accurately depicting the form, features and character of a property as it appeared at a particular period of time by means of the removal of features from other periods in its history and reconstruction of missing features from the restoration period. The limited and sensitive upgrading of mechanical, electrical and plumbing systems and other code-required work to make properties functional is appropriate within a restoration project.

(d) *Reconstruction* means the act or process of depicting, by means of new construction, the form, features and detailing of a non-surviving site, landscape, building, structure or object for the purpose of replicating its appearance at a specific period of time and in its historic location.

##### § 68.3 Standards.

One set of standards—preservation, rehabilitation, restoration or reconstruction—will apply to a property undergoing treatment, depending upon the property's significance, existing physical condition, the extent of documentation available and interpretive goals, when applicable. The standards will be applied taking into consideration the economic and technical feasibility of each project.

(a) *Preservation.* (1) A property will be used as it was historically, or be given a new use that maximizes the retention of distinctive materials, features, spaces and spatial relationships. Where a treatment and use have not been identified, a property will be protected and, if necessary, stabilized until additional work may be undertaken.

(2) The historic character of a property will be retained and preserved. The replacement of intact or repairable historic materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve existing historic materials and features will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) The existing condition of historic features will be evaluated to determine the appropriate level of intervention needed. Where the severity of deterioration requires repair or limited replacement of a distinctive feature, the new material will match the old in composition, design, color and texture.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(b) *Rehabilitation.* (1) A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces and spatial relationships.

(2) The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces and spatial relationships that characterize a property will be avoided.

(3) Each property will be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.

(4) Changes to a property that have acquired historic significance in their own right will be retained and preserved.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize a property will be preserved.

(6) Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.

(7) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.

(8) Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(9) New additions, exterior alterations or related new construction will not destroy historic materials, features and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.

(10) New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

(c) *Restoration.* (1) A property will be used as it was historically or be given a new use that interprets the property and its restoration period.

(2) Materials and features from the restoration period will be retained and preserved. The removal of materials or alteration of features, spaces and spatial relationships that characterize the period will not be undertaken.

(3) Each property will be recognized as a physical record of its time, place and use. Work needed to stabilize, consolidate and conserve materials and features from the restoration period

will be physically and visually compatible, identifiable upon close inspection and properly documented for future research.

(4) Materials, features, spaces and finishes that characterize other historical periods will be documented prior to their alteration or removal.

(5) Distinctive materials, features, finishes and construction techniques or examples of craftsmanship that characterize the restoration period will be preserved.

(6) Deteriorated features from the restoration period will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture and, where possible, materials.

(7) Replacement of missing features from the restoration period will be substantiated by documentary and physical evidence. A false sense of history will not be created by adding conjectural features, features from other properties, or by combining features that never existed together historically.

(8) Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historical materials will not be used.

(9) Archeological resources affected by a project will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.

(10) Designs that were never executed historically will not be constructed.

(d) *Reconstruction.* (1) Reconstruction will be used to depict vanished or non-surviving portions of a property when documentary and physical evidence is available to permit accurate reconstruction with minimal conjecture and such reconstruction is essential to the public understanding of the property.

(2) Reconstruction of a landscape, building, structure or object in its historical location will be preceded by a thorough archeological investigation to identify and evaluate those features and artifacts that are essential to an accurate reconstruction. If such resources must be disturbed, mitigation measures will be undertaken.

(3) Reconstruction will include measures to preserve any remaining historic materials, features, and spatial relationships.

(4) Reconstruction will be based on the accurate duplication of historic features and elements substantiated by documentary or physical evidence rather than on conjectural designs or the availability of different features from other historic properties. A reconstructed property will re-create the appearance of the non-surviving historic property in materials, design, color and texture.

(5) A reconstruction will be clearly identified as a contemporary recreation.

(6) Designs that were never executed historically will not be constructed.

## PART 71—RECREATION FEES

### Sec.

71.1 Application.

71.2 Types of Federal recreation fees.

71.3 Designation.

71.4 Posting.

71.5 Golden Eagle Passport.

71.6 Golden Age Passport.

71.7 Entrance fees for single-visit permits.

71.8 Validation and display of entrance permits.

71.9 Establishment of recreation use fees.

71.10 Special recreation permits and special recreation permit fees.

71.11 Collection of Federal recreation fees.

71.12 Enforcement.

71.13 Exceptions, exclusions, and exemptions.

71.14 Public notification.

71.15 The Golden Eagle Insignia.

**AUTHORITY:** Sec. 4, Land and Water Conservation Fund Act of 1965 (16 U.S.C.A. 4601-6a (Supp., 1974)), as amended by Pub. L. 93-303; and sec. 3, Act of July 11, 1972, 86 Stat. 461; sec. 2 of Reorganization Plan No. 3 of 1950 (64 Stat. 1262).

**SOURCE:** 39 FR 33217, Sept. 16, 1974, unless otherwise noted. Redesignated at 41 FR 7143, Feb. 6, 1976, and 46 FR 34329, July 1, 1981; correctly redesignated at 46 FR 43045, Aug. 26, 1981.

### §71.1 Application.

This part is promulgated pursuant to section 4, Land and Water Conservation Fund Act of 1965, 16 U.S.C.A. 4601-6a (Supp., 1974), and section 3, Act of July 11, 1972, 86 Stat. 461. Any Federal recreation fee charged by any bureau of

**Efting, Bill**

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**From:** Betty Claybrook <claybrookb@comcast.net>  
**Sent:** Friday, December 09, 2016 12:40 PM  
**To:** council  
**Subject:** Staley House proposed sale.

All concerned:

I believe this sale should be postponed for more public input. There is a lot at stake for the whole town and all the businesses!!

Regards,  
Betty Claybrook



## Efting, Bill

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**From:** Bennett Little <popoplittle@hotmail.com>  
**Sent:** Friday, December 09, 2016 12:36 PM  
**To:** council  
**Subject:** Sale of Main Street Property to Kelly Foote

Sent from Mail for Windows 10

December 9, 2016

Dear Frisco Councilmembers,

The Bill's Ranch Neighborhood Association Board, on behalf of Bill's Ranch, would respectfully ask your Council to delay the finalization of the sale of Main Street property between Fifth and Sixth Avenue to Kelly Foote until after the New Year for further consideration and public input. As your neighbors who consider the Town of Frisco our home, Bill's Ranch values the historic integrity of the town and believes this sale needs further consideration before it is finalized. We believe the Staley House is more valuable in its original location than if it were moved and that it is an important piece of Main Street's character.

The Town is losing the quaint, charming small town we cherish with each recent development. We believe the Town would benefit from further discussion and public input for the vision of Main Street and the preservation of the small town character. Foote's Rest has been a wonderful addition to vitalizing Main Street while keeping the character but we fear that if the Town approves this sale Tuesday, it may ultimately regret that decision. The proposed development does not sound like it is in keeping with a quaint, historic mountain town. Once something is gone, you can never get it back. Let's be sure this is the best decision for the Town before the sale is finalized.

Sincerely,

Karen Little, President

Bill's Ranch Neighborhood Association

## Efting, Bill

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**From:** Lu Snyder <lu\_snyder@comcast.net>  
**Sent:** Friday, December 09, 2016 10:37 AM  
**To:** council  
**Subject:** Letter to Council regarding property sale

Dear Frisco Councilmembers,

I respectfully ask that you postpone the sale of the Staley-Rouse House property for further public input.

My husband has called Frisco home for more than 30 years, myself for 15. We feel blessed to raise our daughter here. There is nowhere in Summit County we would rather live.

What drew us to Frisco was its small town appeal. While we realize that development is inevitable as the population grows, we would like to see the Town make a concerted effort to preserve that historic, mountain town charm. Not only have recent developments in the town's core not reflected our quaint, small-town character, they have taken away from it. It saddens us to see our town's character disappear.

The Staley-Rouse House is one of three historic buildings along Main Street. It will lose its value if moved to another location. As much as we love our Historic Park, the truth is that many visitors and tourists never make it to the park. We believe it's important to keep the few historic buildings on Main Street in their original locations to maintain that historic perspective and character. It is our understanding that the Staley-Rouse House is on the state historic register and qualifies for the national historic register if left in its original location. Why would Frisco sacrifice that?

This is not about whether or not we support or oppose Kelly Foote or the Coulihan's development proposals. Our point is that the Town has not properly defined its vision for a small mountain town. We would like Frisco Town Council to delay the sale of the property until the Council and the Planning Department can properly and distinctly define what it means to have development that meets the historic "community character" as stated in the Council's strategic plan. This wording cannot be vague. It must be specifically defined before it's too late.

Our Town is losing that character that makes it so special. The Staley-Rouse House and the community gardens behind it were such a wonderful expression of our community. Please don't rush this sale. It deserves community input. It deserves further thought and specific updates within the building code before this sale is complete and any new development considered.

We who call this town our home are dependent on you as Councilmembers to make the right decision. Please preserve the Staley-Rouse House and update the building codes with specific language that would prevent these large developments that are not in keeping with our character.

Respectfully,

Lu Snyder

PO Box 2695/ 347 Stellar Jay Rd

Frisco

## Efting, Bill

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**From:** Andrew Massell <amassell47@me.com>  
**Sent:** Thursday, December 08, 2016 12:31 PM  
**To:** council  
**Subject:** Staley House and superbloc.

I think the decision about the Staley Housed superbloc should be delayed until there is more community input. I do n to think the process has been very transparent to the citizens of Frisco. Thank you, Andrew Massell 951 N. Ten Mile Dr. C11

**Efting, Bill**

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**From:** charlottefrisco@yahoo.com  
**Sent:** Thursday, December 08, 2016 12:17 PM  
**To:** council  
**Cc:** letters@summitdaily.com  
**Subject:** Future of Frisco as a Quaint Mountain Town

Dear Council Members,

Please consider all the ramifications to removing the Staley House as a highly visible landmark in Frisco. People repeatedly visiting here love its small town ambiance and the history visible on Main St.

Pecking away at it piecemeal like this would greatly reduce its appeal - to say nothing of the fact that if moved, the Staley would lose its Colorado State Historical Register designation forever. Such a serious step should not be taken lightly.

I now have more facts at hand than I did at the meeting last Tuesday. I understand that a lot has gone on between each of the parties (Counihans and the Footes) with each other as well as with Council. To the Foote's - who do indeed want to preserve historical buildings and do own most of a block now; their family's financial survival is now at stake. They have lost other properties and now are even living in Denver due to monetary considerations. They want to preserve this block and their family too. But please try to find a way to do this without moving an iconic building.

Do most visitors even care or know about the Ruth House or Lund House? I very much doubt it. But do they care about the look and feel of Main St.? You bet they do.

Charlotte Clarke

## Efting, Bill

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**From:** Patti and Jamie Callahan <OMODESIGN@msn.com>  
**Sent:** Wednesday, December 07, 2016 5:13 PM  
**To:** council  
**Subject:** Staley House

My previous email sent from my phone before I was finished. Cold fingers I guess.

Please also remember that a previous Council purchased this property with the intent of preserving the Staley House (the only example of vertical log construction I have ever seen) and not to develop a hotel, bowling alley et. al. Heed the example of a previous Council that thought it knew best and ponder a Home Depot where the Basecamp Retail Center is now. Maybe ask Bernie for his thoughts, he later decided that he was wrong about Home Depot and was glad it did not happen.

When I first moved here the Town purchased the land for Peak One with the intent of developing affordable housing when it became feasible. When that time came many new town residents complained, but Council stuck to the original intent for the property. Now it is time for this Council to consider the original intent of the Staley House purchase.

There is a development in Banff that required the integration of a historic building into a redevelopment. That seems to be a more appropriate path. We only have one chance to maintain our heritage.

Thank you,  
Jamie Callahan

O M O design >> phone 970/376.4597 >> omohome.com

## Efting, Bill

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**From:** Jamie Callahan <jamie@omohome.com>  
**Sent:** Wednesday, December 07, 2016 4:11 PM  
**To:** council  
**Subject:** Stanley House

I was in Denver and unable to attend yesterday's meeting. In the interest of the Town's future please delay the decision to sell the Staley House property and schedule more opportunities for public input.

I have been a resident and business owner in Frisco for over 23 years. Overall I believe the Town has made wise decisions, but this will have a massive impact on the character of Main Street and deserves more deliberation. Imagine if we rushed into the Home Depot deal (which council was fully behind at the time). We would have gone down what was obviously the wrong path, with no opportunity to change our mind.

Thank you,  
Jamie Callahan

Sent from my iPhone

**Efting, Bill**

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**From:** Jan Penz <jan@ajpenz.com>  
**Sent:** Wednesday, December 07, 2016 7:49 AM  
**To:** council  
**Subject:** Main Street Superblock

Members of Frisco Town Council,

I read with great interest the letter to the Editor in the December 6, *Summit Daily* entitled Frisco Town Council rushes to build superblock on Main Street."

In short, I strongly object to the favoritism being shown by the Frisco Town Council toward Mr. Kelly Foote regarding the proposed development on Main Street as described in the letter. The members of the Town Council need to provide the citizens of Frisco with an explanation of how they offered Lots 3 and 4 for sale and, when the offer was accepted by Jeff and Sue Counihan, the Town Council rejected their offer deciding to negotiate exclusively with Mr. Foote. What gives? Rejecting a valid purchase offer without explanation or comment?

I also object to what appears to be an effort by the Town Council to "rush" this matter to a vote without giving the residents of Frisco sufficient time and opportunity to hear the Town Council's explanation of its actions to date. Frisco residents are entitled to a voice in this matter, particularly in light of the article in yesterdays paper. Kindly act accordingly. We deserve as much from our elected officials.

Janet Penz  
18 Mallard Lane  
Frisco

## Efting, Bill

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**From:** Richard Kaplan <richierama@yahoo.com>  
**Sent:** Wednesday, December 07, 2016 5:23 AM  
**To:** council  
**Subject:** statley house

ridiculous 4 days until first readinf then hekd on novemer 8.  
smacks of chicanery !!!!!' we see what u are doing ,shame

Sent from my iPad



## Efting, Bill

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**From:** Jessica Burley <jessie@highcountryconservation.org>  
**Sent:** Wednesday, December 07, 2016 10:15 AM  
**To:** Efting, Bill  
**Subject:** FW: Staley House Deal

FYI, please forward to council.

-----Original Message-----

From: Alton Penz [<mailto:alton@ajpenz.com>]  
Sent: Tuesday, December 6, 2016 7:55 PM  
To: Jessica Burley <[jessie@highcountryconservation.org](mailto:jessie@highcountryconservation.org)>  
Subject: Staley House Deal

Jessica,

I just read the Letter to the Editor from Jeff & Sue Counihan, and they sound like very reasonable people. And from what they have to say, I suspect that the Town Council is trying to pull a "fast one".

So I'm sending this e-mail to you via the HCCC, because my experience is that e-mails don't get through to Town Council members via the government Web site.

My trust of Town Council is low, because a few years back, before you were on it, the Town Council cut a sweetheart deal with the developer of the Whole Foods Market complex, granting it many years of property tax abatement. I recognize that the Town has done some amazing stuff, like redevelopment of Main Street. But there is no need to conduct public business in private, as the Counihan's allege.

And given what Foote's Rest has been - a plastic wedding tent on Main Street, accompanied with the sale of carved wooden bear statues and other schlock, I wouldn't trust the judgement of Kelly Foote, or the judgement of the Frisco Planning Department, to represent the best interests of the citizens of Frisco.

I hope you'll vote to defer the final reading of the deal to work exclusively with Kelly Foote, planned for December 13th, until the citizens of Frisco have had a chance to review what you propose to do.

Respectfully,  
Alton

Alton Penz  
PO Box 4277  
Frisco, CO 80443  
202 255 3639

## Efting, Bill

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**From:** Juniperjancomcast <juniperjan@comcast.net>  
**Sent:** Tuesday, December 06, 2016 4:50 PM  
**To:** council  
**Subject:** Staley House property

Please consider the timing and secrecy of what you are trying to slip through. A meeting at 5p.m. on a work day before people are thru with work for the day and barely have time to get to your meeting.

Let the citizens and property owners weigh in after the holidays and when the new Town Manager has a chance to take the helm. This appears to be very unfair and unethical to rescind your offer to Jeff. . Where will these people PARK? snow removal? Fairness in property sale? Promises made and backed out of? A bit of bullying seems to be happening.

Not exactly why you were chosen to represent our interests.

Thanks for your consideration.

Jan Shackelford  
Property owner Main St

**Efting, Bill**

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**From:** Kurt Morscher <kmorscher@gmail.com>  
**Sent:** Tuesday, December 06, 2016 5:40 PM  
**To:** council  
**Subject:** Fwd: Historic Staley House

Sent from my iPhone

Begin forwarded message:

**From:** Kurt Morscher <[kmorscher@gmail.com](mailto:kmorscher@gmail.com)>  
**Date:** December 6, 2016 at 5:34:00 PM MST  
**To:** [cil@townoffrisco.com](mailto:cil@townoffrisco.com)  
**Subject:** Historic Staley House

This email is to express my opinion on the location of the historic Staley House. although I realize there is a tug of war right now going on with the two prospective buyers of the property, if I had my way I would see that it remains in its present location. If one or the other could present a plan for their property which would integrate the Staley house into their development in its present location, I would have no further objections. One way or the other, I think that this issue will require further consideration, and should not be decided at the next council meeting.

Sincerely, Kurt Morscher  
Phone: 970 389-6389  
Residence; 521 Frisco St.

Sent from my iPhone

## Efting, Bill

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**From:** Pless, Laura <lpless@coloradomtn.edu>  
**Sent:** Tuesday, December 06, 2016 6:05 PM  
**To:** council  
**Subject:** Dec 6 meeting Lots 3 and 4

After reading the Counihan's letter, we want the town council to delay this agreement with Kelly Foote and open it up to community discussion. No second reading on Dec 13!!! Give us a voice!!!!

Laura Pless and Tim Bicknell  
613 Hawn Drive  
Frisco, CO 80443

## Efting, Bill

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**From:** Sylvia Conway <sconway9097@gmail.com>  
**Sent:** Tuesday, December 06, 2016 12:18 PM  
**To:** council  
**Subject:** Staley House

The citizens of Frisco have not had enough time to consider the possibilities concerning the Staley house. Please have more meetings and information available before scheduling the second reading.

There is no rush to decide anything until we can be properly informed. Do not push this through prematurely.

Thank you,

Sylvia Conway  
6 Miners Creek Rd.  
Frisco

## Efting, Bill

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**From:** Cindy Van Duinen <cindyvanduinen@gmail.com>  
**Sent:** Monday, December 05, 2016 5:23 PM  
**To:** council  
**Subject:** Staley house

Regarding the details of the Main Street Development, including the Staley House and property between 5th and 6th Streets, I am disappointed in the lack of information shared with the community. I understand that Kelly Foote has proposed a plan for his development and has had the attention of the council, some of this in private, executive sessions, not allowing public input.

I would like to be in attendance at the Dec 6th meeting, but am unable to so I am writing to let you know my concern. Because a 1st reading has occurred with an anticipated 2nd reading this week, I am in favor of extending more time for the public to be notified and educated and a decision made to include the community and business owners.

Thank you for your attention to this important matter that makes a huge impact on Main Street.

## Efting, Bill

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**From:** Steve Huyler <shuyler1@gmail.com>  
**Sent:** Monday, December 05, 2016 11:06 PM  
**To:** council  
**Subject:** The Staley House

Dear town council members,

It is rare that I put my voice to any form of letter writing and opinion column, however it is with great concern that there may be a decision made tomorrow evening regarding the sale of the Staley house property and proposition to move this historic building. I have been a resident of the great town of Frisco since moving here in the mid eighties. The unique character this town holds is quite a treasure and I believe it is worth fighting for. I have reveled in the fact our town has put energy into the preservation of historic museum buildings and old schoolhouse. The main street of town still holds some character but still seems to be slipping away with buildings that lack the design elements that so crucially reflect the towns historic past. The Staley house on its original building spot could not be more of a treasure to protect. I see it being a draw for bringing more people to that end of main street and extending the current pedestrian interest and this only scratches the surface of its possible potential. I am not even sure why the town would consider such a proposition and not favor a development based on incorporating such a unique piece of history around this building. It is worth taking time to explore more options in my opinion.

There seems to me the town would benefit greatly to incorporate this building into any future development on Main street and it would be short sighted otherwise. I have followed the stories and opinion articles in the Summit Daily, and it seems that there should be no reason to rush any big decision without really exploring more public input. Having the last meeting on a night of the election did not seem to favor peoples schedules and all of the input I feel would be appropriate for this kind of decision. Even as I write I am unsure if I will be able to attend tomorrows meeting being in the middle of the holiday busy season and I am sure it may be the same for others. I believe it would be in the towns interest to push any decision on this sale to after the new year when peoples schedules are less hectic and more public input has been collected. Thank you for your consideration and all the public good you do for our town.

Sincerely, Steve Huyler

## Efting, Bill

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**From:** MARKRSUM@aol.com  
**Sent:** Monday, December 05, 2016 3:25 PM  
**To:** council  
**Subject:** Staley House - Lots Sale

Town Council, Town Manager,  
I have been made aware of the dealings having to do with your lots 3 & 4 regarding the Staley House. I am a bit surprised on how this action for initial approval had taken place on November 8th. This whole matter has taken place in my opinion in a pretty stealthy way without the due diligence of public input. When you hold this approval meeting on the night of the election this is not fair representation of the concerned citizens. I am disappointed that all of you acted in such a way. I was also made aware that you made a verbal offer to Kelly Foote and the Counihans to split the lots at which time Kelly didn't want a part of and instead wanted both lots.

As I also understand, Kelly Foote has threatened to tear his buildings down if you don't sell him both lots. I'm having a real hard time getting my head around Kelly building a 45 room hotel. This is hardly fitting for the Frisco town core. I'm not against development, I'm just looking a project of this size and just not seeing how this fits the Town of Frisco. The Counihans would leave the Staley house where it is at.

I would encourage the Council Members and current Town Manager to delay you meeting on this until the new Town Manager, Randy Ready is in place and has a chance to review this in a fair and forthright manner. There really is something missing with the amount of input that has not been seen yet and you owe it to everyone to allow that to happen.

Thank You,  
Mark Summers  
The Sign Shoppe, Frisco

**Thank You,**  
**Mark Summers**  
**The SIGN SHOPPE**  
**970-668-5343 office**

web: [www.SignShoppe.co](http://www.SignShoppe.co)





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**TO: TOWN COUNCIL**  
**FROM: BONNIE MOINET, FINANCE DIRECTOR**  
**RE: SUPPLEMENTAL APPROPRIATIONS FOR 2016**  
**DATE: DECEMBER 13, 2016**

State Statute 29-1-109 and the Town's Home Rule Charter require a budget amendment for supplemental appropriations. The following funds require supplemental appropriations as described below.

**General Fund:** The Town will be assuming operations of the Frisco Nordic Center for the 2016-2017 season; taking over these operations at this time was not expected nor budgeted. Salaries and operating expenditures, totaling \$142,305, are paid from the General Fund. In addition, it is likely that the Town's insurance claims will exceed the amount budgeted by \$255,000. These supplemental appropriations totaling \$397,305 will be funded by revenues in excess of budgeted amounts.

**Capital Improvement Fund:** There are significant capital costs associated with the operations of the Frisco Nordic Center, i.e. snow equipment and rental gear, totaling \$625,000. Council approved costs of the equipment by resolution on August 23, 2016. Additionally, there were costs in excess of budget related to completion of the Step Up Main Street project (\$300,000) and an unbudgeted expenditure to assist with funding for the Summit community Care Clinic (\$20,000). These costs will be funded from reserves, which are expected to be higher than budgeted due to a much larger transfer expected from the General Fund in 2016.

**SCHA 5A Fund:** The Town is budgeting for a major employee housing project in 2017; it is expected that design costs may be incurred in 2016. This cost will be funded from reserves that have accumulated over the past several years.

On that basis, it is my recommendation that the council approve this ordinance appropriating additional sums to defray expenses in excess of amounts budgeted for the Town of Frisco, Colorado for the 2016 budget year.

**TOWN OF FRISCO  
COUNTY OF SUMMIT  
STATE OF COLORADO  
ORDINANCE 16-08**

AN ORDINANCE APPROPRIATING ADDITIONAL SUMS OF MONEY TO DEFRAY EXPENSES IN EXCESS OF AMOUNTS BUDGETED FOR THE TOWN OF FRISCO, COLORADO FOR THE 2016 BUDGET YEAR.

WHEREAS, the Town of Frisco, Colorado wishes to make supplemental appropriations to the General Fund, the Capital Improvement Fund and the SCHA 5A Fund for the 2016 budget year; and

WHEREAS, funds are available from unanticipated revenues and reserves; and

WHEREAS, the Council realizes that assuming operations of the Frisco Nordic Center require significant investment in equipment and personnel; and

WHEREAS, the Council realizes the Town self-insures its health insurance plan and recognizes the uncertainty of predicting health care claims; and

WHEREAS, the Council realizes the benefits of providing employee housing in order to retain and recruit qualified employees to carry out Town goals; and

WHEREAS, The Council realizes the benefits of supporting high quality primary health care to the community; and

WHEREAS, the Council realizes the benefits of providing a safe and efficient transportation system.

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

Section 1. Supplemental appropriation to the General Fund for unappropriated expenditures are shown below:

	<b><u>Expenditures</u></b>	<b><u>Revenues</u></b>
Health Claims	\$255,000	
Nordic Center Salaries & Benefits	\$ 54,556	
Nordic Center Operating Expenditures	\$ 87,750	
Tubing Hill Revenues		\$142,306
City Sales Taxes		\$255,000
<b>Totals</b>	<b>\$397,306</b>	<b>\$397,306</b>

Section 2. Supplemental appropriation to the Capital Improvement Fund for unappropriated expenditures are shown below:

	<b><u>Expenditures</u></b>	<b><u>Revenues</u></b>
Vehicles/Equipment	\$625,000	
Community Care Clinic	\$ 20,000	
Step Up Main Street	\$300,000	
Fund Balance		\$945,000
<b>Totals</b>	<b>\$945,000</b>	<b>\$945,000</b>

Section 3. Supplemental appropriation to the SCHA 5A Fund for unappropriated expenditures are shown below:

	<u>Expenditures</u>	<u>Revenues</u>
Capital Projects	\$ 60,000	
Fund Balance		\$ 60,000

INTRODUCED, READ AND ORDERED PUBLISHED AND POSTED ON ITS FIRST READING THIS 8TH DAY OF NOVEMBER 2016.

APPROVED ON SECOND AND FINAL READING AND PUBLICATION BY TITLE ORDERED THIS 13<sup>TH</sup> DAY OF DECEMBER, 2016.

TOWN OF FRISCO:

\_\_\_\_\_  
Gary Wilkinson, Mayor

ATTEST:

\_\_\_\_\_  
Deborah Wohlmuth, CMC, Town Clerk