

**TOWN OF DILLON  
TOWN COUNCIL**

**REGULAR MEETING**

**Town Hall Council Chambers  
7:00 p.m.  
Tuesday, July 5, 2016**



**AGENDA**

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of Consent Agenda
  - a. Minutes of Regular Meeting of June 21, 2016
  - b. Approval of Bill List and Payroll Ledger
4. Citizen Comments
5. Swearing in of new Police Officer Logan Van Duzer
6. Consideration of Resolution No. 32-16, Series of 2016  
A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AUTHORIZING THE TOWN OF DILLON TO ENTER INTO A THIRD AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, AND MONTEZUMA AND SUMMIT COUNTY, COLORADO; AND AUTHORIZING AND DIRECTING THE APROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.
7. Consideration of Resolution No. 33-16, Series of 2016  
A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A CONTRACT WITH SOURCE WATER CONTRACT FOR THE \$88,790.00; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

Town of Dillon  
275 Lake Dillon Drive  
Post Office Box 8  
Dillon, CO 80435

970.468.2403  
Fax 970.262.3410

8. Witness Recognition for the Kidnapping Case in 2015
9. Town Manager's Update
10. Mayor's Update
11. Adjournment

*RECORD OF PROCEEDINGS*

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**TOWN OF DILLON  
TOWN COUNCIL  
REGULAR MEETING**

Tuesday, June 21, 2016

7:00 p.m.

Dillon Town Hall

**CALL TO ORDER & ROLL CALL**

A regular meeting of the Town Council of the Town of Dillon, Colorado, was held on Tuesday, June 21, 2016, at the Dillon Town Hall. Mayor Burns called the meeting to order at 7:00 p.m. and the following Council Members answered roll call: Brad Bailey, Jen Barchers, Kyle Hendricks, Mark Nickel, Carolyn Skowyra and Tim Westerberg. Staff members present were: Carri McDonnell, Finance Director; Mark Heminghous, Police Chief; Kerstin Anderson, Marketing and Communications Director; Scott O'Brien, Public Works Director; and Jo-Anne Tyson, Town Clerk.

**APPROVAL OF AGENDA**

There being no changes to the agenda, it will stand approved as presented.

**APPROVAL OF CONSENT AGENDA**

Council Member Bailey moved to approve the following consent agenda:

- a. Minutes of Regular Meeting of June 7, 2016
- b. Approval of Bill List dated June 17, 2016 in the amount of \$130,510.05 and Payroll Ledger dated June 10, 2016 in the amount of \$83,142.01.
- c. Consideration of Approval to Use Town Owned Property at the Dillon Marina – Dillon Yacht Club Junior Sailing Club
- d. Excused Absence for Mayor Burns and Council Member Bailey for the June 7, 2016 Town Council Meeting

Council Member Westerberg seconded the motion which passed unanimously upon roll call vote.

**CITIZEN COMMENTS**

A Lake Cliffe HOA Board representative expressed his appreciation to Chief Heminghous in having the Rangers at the Dillon Air Show. He asked for increased publicity and local restaurant participation at the Amphitheatre events.

**EDAC UPDATE – TOWN CENTER FORESTRY**

Economic Development Advisory Committee Member Christine Berwyn reported that the Committee expects the core area tree health and landscape assessment to be completed in the next two weeks. This assessment will address the density of the area and map and analyze the scope of work to be completed. If the project is extensive, they may need to send out an RFP to retain a landscape architect.

Ms. Berwyn also reported that the group is working through the RFP process to secure a group to develop architectural guidelines for the Town. Their objective is to hire an architect to define a Mountain Lakestyle standard and develop a visual representation of this concept.

**PRAC UPDATE**

Parks and Recreation Advisory Committee Member Jennifer Cassell reported that PRAC worked with the Forest Service to pick up slash, stumps, and conduct general clean up at the Disc Golf course. She stated that the park signage project designs will be available in July and that the Town Park Phase I Design will be presented to Council in July or August.

**2016 FINANCIAL STATEMENTS PRESENTATION, SWANHORST & COMPANY**

Finance Director Carri McDonnell introduced Wendy Swanhorst, audit representative from Swanhorst & Company. Ms. Swanhorst complimented Ms. McDonnell on a complete and thorough 2015 audit. All auditing standards are correct, no journal entries were necessary and only one suggestion for improvement regarding bonds was discussed.

**STAFF UPDATES**

Dillon Marina Manager Bob Evans provided a written report to Council which was included in the meeting packet.

**COUNCIL MEMBER COMMENTS AND COMMITTEE REPORTS**

- Dillon Cemetery Advisory Committee (DCAC) – Council Member Kyle Hendricks reported that Committee Chairman Dick Brenner has resigned from the Committee. He also expressed his appreciation to staff on a successful Memorial Day event at the Dillon Cemetery.
- Economic Development Advisory Committee (EDAC) – Council Member Brad Bailey stated that Ms. Berwyn covered the highlights which the Committee is currently working on.
- Parks and Recreation Advisory Committee (PRAC) – Council Member Mark Nickel stated that Ms. Cassell discussed the items which the Committee is currently addressing.

**TOWN MANAGER'S UPDATE**

Town Manager Tom Breslin stated that Ms. McDonnell will be updating and emailing a HOA meeting schedule to Council.

**MAYOR'S REPORT:**

Mayor Burns reported that Council will be discussing the Summit County Housing Authority housing tax at an upcoming work session.

**ADJOURNMENT:**

There being no further business, Mayor Burns declared the meeting adjourned at 7:25 p.m.

Respectfully submitted by:

  
Jo-Anne Tyson, CMC/MMC, Town Clerk

## Report Criteria:

Detail report.

Invoice detail records above \$ included.

Paid and unpaid invoices included.

Invoice Detail.GL Account = 10100100-91990000

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
16	A-PEAK, INC.	13111	2016 Labonte Drive overlay	05/29/2016	73,482.07	.00	
3859	CTSI	44510	coverage 007/01-07/31/16	06/20/2016	31,616.26	31,616.26	06/22/2016
44	CIRSA	161079	property/casualty	07/01/2016	18,183.26	.00	
3286	PINNACOL ASSURANCE	18120380	policy 4152497	06/16/2016	7,042.00	.00	
3128	Ceres Plus LLC	1342	Dillon TOWN Park	05/25/2016	5,080.00	5,080.00	06/27/2016
44	CIRSA	161079	property/casualty	07/01/2016	4,660.99	.00	
209	PUG RYAN'S	061716	customer appreciation BBQ MARI	06/17/2016	3,835.00	3,835.00	06/24/2016
237	TOWN OF SILVERTHORNE	380	monthly rate, per ticket	06/01/2016	3,454.35	.00	
3933	KUBAT Equipment & Service Co.	1213145-01	install a new GPI Fuel pump	06/20/2016	2,904.95	.00	
3932	Molly Speer	689	organizing 2016 Lake Dillon Brew	06/28/2016	2,800.00	2,800.00	06/29/2016
44	CIRSA	161079	property/casualty	07/01/2016	2,791.17	.00	
2785	Gorton Scott Surveying LLC	061716	services may 24-june 15, 2016	06/17/2016	2,600.00	.00	
2785	Gorton Scott Surveying LLC	061716	Lake Dillon Ampitheatre trailhead	06/17/2016	2,340.00	.00	
3514	Office Stuff Inc	107300-001	file cabinets	06/23/2016	2,245.49	.00	
16	A-PEAK, INC.	13159	crackseal	06/18/2016	2,000.00	.00	
3704	The Lincoln National Life Insuranc	063016	acct TOWNOFDILL-BL-1540989	06/30/2016	1,957.27	.00	
3261	KYSL-FM	2816-1	brewfest ad	06/18/2016	1,500.00	1,500.00	06/24/2016
44	CIRSA	161079	property/casualty	07/01/2016	1,463.33	.00	
16	A-PEAK, INC.	13159	crackseal	06/18/2016	1,380.00	.00	
2970	Adamson Police Products	216023	equipment	06/24/2016	1,325.70	.00	
906	Dillon Inn	2012	Rooms for Beer Fest	06/21/2016	1,190.00	1,190.00	06/22/2016
2800	ACORN PETROLEUM INC	779518	fuel	06/10/2016	1,154.16	.00	
2800	ACORN PETROLEUM INC	778377	fuel	06/03/2016	1,057.98	.00	
3876	Professional Water Technologies	100883	filter rx 7200	06/16/2016	1,038.15	.00	
2800	ACORN PETROLEUM INC	779514	fuel	06/10/2016	1,029.96	.00	
3499	John Truscelli	140	music for air show	06/13/2016	1,000.00	1,000.00	06/22/2016
209	PUG RYAN'S	061816	reimbursement for Brew Fest Sup	06/18/2016	913.37	913.37	06/24/2016
3217	ProCorp Images	23864-1	stainless steel bottles	06/17/2016	903.28	.00	
3885	Robert W Hansen	278	Farmers Market Entertainment	06/29/2016	900.00	900.00	07/01/2016
225	Rocky Mnt Cabana Specialist	106529	site 11954	06/09/2016	805.00	.00	
3931	Southern Wine & Spirits of Colora	1256481	grigio & nori	06/23/2016	782.72	.00	
2794	XCEL ENERGY 1030977	626566060-62	300125053-300146509	06/21/2016	763.47	.00	
3780	Infinity Certified Welding & Fabric	1294	repair fuel dock	06/17/2016	720.00	.00	
3931	Southern Wine & Spirits of Colora	1261323	flipflop oinot grigio, & noir	06/30/2016	684.88	.00	
101	ROBERT EVANS	062216	parts to fix gate	06/22/2016	628.69	628.69	06/24/2016
1177	UNIVAIR	905762	caustic soda	06/15/2016	626.60	.00	
797	A KINDER CARPET, INC	11399	Carpet Cleaning	06/23/2016	620.00	.00	
3840	Petty Cash	062116	bank for concerts	06/21/2016	600.00	600.00	06/22/2016
3918	Legacy Athletic	1628189	reorder # 515780	06/14/2016	592.61	.00	
3735	Red Dog Radios	4521	prtable radio	06/27/2016	550.00	.00	
1589	Sanitary Supply Corp Inc	101630	trash liners	05/31/2016	523.64	.00	
1471	Bentley Systems Inc	47753558	water CAD , Bentley FlowMaster	06/06/2016	516.00	.00	
3514	Office Stuff Inc	107286-001	supplies	06/21/2016	498.92	.00	
1297	SC Environmental Health Dept	062916	Dillon Farmers Market inspection	06/29/2016	461.50	461.50	06/29/2016
801	ULTRAMAX	11735	speer 150	06/08/2016	436.00	.00	
972	Kois Brothers Equipment Co	107033	rebuild kit	06/09/2016	425.71	.00	
938	UNIVAR USA INC	905891	sod thiosulfate 30%, citric acid	06/16/2016	400.60	.00	
205	PETTY CASH	JUNE 28,2016	bank for concerts	06/28/2016	400.00	400.00	06/29/2016
3363	Snowflake Studio	061816	Live at Fillmore & Dewey Moffit	06/18/2016	400.00	400.00	06/29/2016
266	USA BLUE BOOK	980659	crease control bacteria, bio max d	06/16/2016	399.95	.00	
3408	GREAT PANES GLASSWORKS/	2668-04	marina park pathway brick	06/21/2016	395.00	.00	
87	DILLON DAM BREWERY	4041	Beer for Air Show Concert	06/11/2016	360.00	360.00	06/22/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
87	DILLON DAM BREWERY	4044	2 brew fest kegs 1 Town concert k	06/17/2016	360.00	360.00	06/24/2016
539	INNERMOUNTAIN DISTRIBUTIN	1620370	marina store inventory	06/28/2016	353.24	.00	
101	ROBERT EVANS	061916	parts for marina tractor	06/19/2016	351.10	351.10	06/22/2016
3929	Broadcast Music Inc	061716	special events fee-annual license	06/17/2016	336.00	336.00	06/24/2016
53	COLORADO BUREAU INVESTIG	T161100028	DP16-1940	06/13/2016	330.00	.00	
2892	Gilsbar Inc	062316	Group A2575	06/23/2016	310.00	.00	
1589	Sanitary Supply Corp Inc	101984	rollpak, liner	06/15/2016	307.65	.00	
266	USA BLUE BOOK	982828	tensette pipet	06/20/2016	302.64	.00	
2833	Summit CO Road & Bridge Dept	061716	striping Little Beaver trail	06/17/2016	302.40	.00	
3265	Grand Junction Pipe & Supply Co.	3384895	misc supplies	06/17/2016	300.00	.00	
3363	Snowflake Studio	061116	air show sound engineer	06/11/2016	300.00	300.00	06/22/2016
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	285.80	285.80	06/29/2016
3918	Legacy Athletic	1627570	reorder 515794	06/10/2016	280.75	.00	
80	DALANDZ OF COLORADO	6279	change patches	04/06/2016	273.53	.00	
1205	Comcast - 34744	061516	8497 50 570 0330401	06/15/2016	254.85	.00	
1471	Bentley Systems Inc	47753558	water CAD , Bentley FlowMaster	06/06/2016	254.00	.00	
1589	Sanitary Supply Corp Inc	102169	sanitary supplies	06/22/2016	252.84	.00	
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	250.91	250.91	06/29/2016
3265	Grand Junction Pipe & Supply Co.	3384895	misc supplies	06/17/2016	250.00	.00	
3265	Grand Junction Pipe & Supply Co.	3384895	misc supplies	06/17/2016	250.00	.00	
3468	Todd Johnson	062416	farmers market 6/24/16	06/24/2016	250.00	250.00	06/24/2016
3930	Skanson & Hansen	1106	2015 Farmers Market not paid	06/24/2016	250.00	250.00	06/29/2016
3265	Grand Junction Pipe & Supply Co.	3384891	body box	06/17/2016	249.43	.00	
39	CARQUEST AUTO PARTS	508726	fan clutch	05/04/2016	220.99	220.99	06/24/2016
2970	Adamson Police Products	215388	bike patrol	06/20/2016	214.00	.00	
3541	LegalShield	061516	group 0142906	06/15/2016	211.30	.00	
3707	Digital Ally	1086372	First VU HD POV Camera	06/14/2016	205.00	.00	
1416	Jersey Boys	060716	TC Meeting	06/07/2016	200.50	.00	
871	TOWN OF FRISCO	213	clean up day	06/30/2016	200.00	.00	
3448	High Country Ice LLC	619816-B	mid event refill - 53 bags	06/15/2016	198.75	198.75	06/24/2016
209	PUG RYAN'S	061816	reimbursement for Brew Fest Sup	06/18/2016	197.84	197.84	06/24/2016
39	CARQUEST AUTO PARTS	511937	marine deep cycle	05/30/2016	194.18	194.18	06/24/2016
539	INNERMOUNTAIN DISTRIBUTIN	1620242	marina store inventory	06/21/2016	193.02	.00	
3862	Technolink of the Rockies	96258	service for extension 435-420-416	06/20/2016	190.00	.00	
1111	Summit Automotive Group	103068	mount tire	06/24/2016	184.92	.00	
2793	XCEL ENERGY 1141131	627116255-62	300018443-300049050	06/24/2016	175.90	175.90	07/01/2016
266	USA BLUE BOOK	982828	tensette pipet	06/20/2016	175.09	.00	
3641	Colorado Document Security	239935	document destruction	06/23/2016	165.00	.00	
266	USA BLUE BOOK	980659	crease control bacteria, bio max d	06/16/2016	157.95	.00	
227	SANDERS TRUE VALUE	174997	propane tank, & fuel	05/28/2016	154.60	.00	
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	153.97	153.97	06/29/2016
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	146.60	146.60	06/29/2016
3459	Walker's Bait II	35901	night crawlers	06/22/2016	144.00	.00	
3791	Piranha Propellers	65217	b style hub assembly	06/07/2016	136.13	.00	
1111	Summit Automotive Group	103015	mount tire	06/23/2016	135.20	.00	
206	PORT SUPPLY	3217385	coax conn, impeller kit	06/13/2016	134.86	.00	
493	HAYN ENTERPRISES	281625	stud rigging, stemball	06/16/2016	131.49	.00	
3629	BSN Sports	97987572	master vb net	06/15/2016	131.19	.00	
87	DILLON DAM BREWERY	4044	2 brew fest kegs 1 Town concert k	06/17/2016	120.00	120.00	06/24/2016
1589	Sanitary Supply Corp Inc	101984-1	betco cleaner	06/20/2016	119.94	.00	
3265	Grand Junction Pipe & Supply Co.	3384894	rotator 90 blue	06/17/2016	116.69	.00	
3409	Texas Child Support SDU	062416	00105116162005 ag 5778	06/24/2016	110.77	110.77	06/24/2016
3509	Comcast - 34227	061116	8497 50 570 0333553	06/11/2016	110.58	.00	
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	106.97	106.97	06/29/2016
1111	Summit Automotive Group	103126	flat repair	06/28/2016	106.70	.00	
123	GRAINGER INC	9132089534	airport flag	06/07/2016	100.02	.00	
225	Rocky Mnt Cabana Specialist	106214	site 12624	05/19/2016	99.75	.00	
3265	Grand Junction Pipe & Supply Co.	3384895	misc supplies	06/17/2016	96.28	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3181	Colorado Analytical Lab, Inc.	160615032	total coliform	06/17/2016	95.10	.00	
39	CARQUEST AUTO PARTS	509508	battery	05/11/2016	89.10	89.10	06/24/2016
227	SANDERS TRUE VALUE	175455	single sided key, lith battery, gara	06/13/2016	88.06	.00	
227	SANDERS TRUE VALUE	175570	poly rope, natural cable	06/16/2016	87.57	.00	
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	86.93	86.93	06/29/2016
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	86.92	86.92	06/29/2016
3448	High Country Ice LLC	619796	ice	06/21/2016	82.50	.00	
227	SANDERS TRUE VALUE	175245	propane fuel	06/06/2016	78.96	.00	
227	SANDERS TRUE VALUE	175347	propane fuel	06/09/2016	78.96	.00	
1589	Sanitary Supply Corp Inc	101773	trash liners	06/03/2016	71.99	.00	
444	Century Link	970513653471	970 513 6534 719	06/07/2016	69.98	.00	
39	CARQUEST AUTO PARTS	511201	pop oil filter, oil filter, fuel, air filter	05/24/2016	67.76	67.76	06/24/2016
227	SANDERS TRUE VALUE	175651	handle pick	06/20/2016	64.99	.00	
273	WAGNER EQUIPMENT	62C0127946	cat elc bitter	06/15/2016	63.92	.00	
227	SANDERS TRUE VALUE	175537	yel poly rope	06/15/2016	62.50	.00	
227	SANDERS TRUE VALUE	175533	mwr blade, ptfe lubricant, nut bolts	06/15/2016	61.96	.00	
209	PUG RYAN'S	062216	reumburse allied paper	06/22/2016	60.34	60.34	06/24/2016
39	CARQUEST AUTO PARTS	510166	case delo grease esi	05/16/2016	57.98	57.98	06/24/2016
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	57.40	57.40	06/29/2016
227	SANDERS TRUE VALUE	175280	magnetic pick up tool	06/07/2016	54.56	.00	
444	Century Link	9705130796-0	970 513 0796 656	06/07/2016	52.05	.00	
444	Century Link	9705130796-0	970 513 0796 656	06/07/2016	52.00	.00	
266	USA BLUE BOOK	980659	crease control bacteria, blo max d	06/16/2016	51.15	.00	
39	CARQUEST AUTO PARTS	511201	pop oil filter, oil filter, fuel, air filter	05/24/2016	50.44	50.44	06/24/2016
205	PETTY CASH	062816	reimbursement petty cash	06/28/2016	49.95	49.95	06/29/2016
3514	Office Stuff Inc	107286-001	supplies	06/21/2016	48.99	.00	
227	SANDERS TRUE VALUE	174966	synth 2cyc oil	05/27/2016	48.98	.00	
2626	COLORADO DEPT OF AGRICUL	2110	laser traffic speed units	06/06/2016	48.00	.00	
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	46.00	46.00	06/29/2016
227	SANDERS TRUE VALUE	175804	pouring bucket, mop head, duct ta	06/23/2016	45.15	.00	
59	COLONIAL LIFE & ACCIDENT	7450976-0701	BCN E 7450976	06/21/2016	44.92	.00	
227	SANDERS TRUE VALUE	175786	wonder bar, contoured bar, goose	06/23/2016	43.47	.00	
206	PORT SUPPLY	3227968	bulb Dbl bay, bimfit eye end	06/15/2016	43.38	.00	
227	SANDERS TRUE VALUE	175177	closebrs std nipple, red coupling,	06/03/2016	42.27	.00	
39	CARQUEST AUTO PARTS	511495	battery, Loawn/garden	05/26/2016	40.51	40.51	06/24/2016
205	PETTY CASH	062816	reimbursement petty cash	06/28/2016	40.00	40.00	06/29/2016
227	SANDERS TRUE VALUE	509874	marine enhanced deep cycle550 r	05/13/2016	40.00	.00	
101	ROBERT EVANS	062216	parts to fix gate	06/22/2016	39.75	39.75	06/24/2016
3032	Fastenal	27445	12-24x2-3/4 PhTk4w/VV	06/06/2016	38.36	.00	
227	SANDERS TRUE VALUE	175361	cambuckle tie down	06/09/2016	35.97	.00	
3514	Office Stuff Inc	107286-001	supplies	06/21/2016	35.88	.00	
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	34.42	34.42	06/29/2016
266	USA BLUE BOOK	980659	freight	06/16/2016	30.40	.00	
266	USA BLUE BOOK	980659	freight	06/16/2016	30.40	.00	
266	USA BLUE BOOK	980659	freight	06/16/2016	30.40	.00	
227	SANDERS TRUE VALUE	175675	small engine repair parts	06/20/2016	29.08	.00	
39	CARQUEST AUTO PARTS	511237	CFI Air	05/24/2016	28.70	28.70	06/24/2016
205	PETTY CASH	062816	reimbursement petty cash	06/28/2016	28.25	28.25	06/29/2016
39	CARQUEST AUTO PARTS	506488	vinyl wire grommet, uplh cinr, stai	04/14/2016	22.11	22.11	06/24/2016
227	SANDERS TRUE VALUE	175522	mineral spirits, brush set	06/15/2016	20.57	.00	
205	PETTY CASH	062816	reimbursement petty cash	06/28/2016	20.00	20.00	06/29/2016
205	PETTY CASH	062816	reimbursement petty cash	06/28/2016	20.00	20.00	06/29/2016
205	PETTY CASH	062816	reimbursement petty cash	06/28/2016	20.00	20.00	06/29/2016
104	FEDEX	5-458-61153	shipping	06/23/2016	19.27	.00	
755	SUMMIT COUNTY JOURNAL	12182151 A	ad 12182151 A	06/24/2016	19.23	.00	
789	SUMMIT FORD	118796	knob gear cha	06/14/2016	17.80	.00	
1994	ALSCO	695149	mats 800150	06/20/2016	17.53	.00	
1994	ALSCO	696252	mat 800150	06/27/2016	17.53	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
227	SANDERS TRUE VALUE	175811	propane fuel	06/23/2016	15.77	.00	
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	13.98	13.98	06/29/2016
227	SANDERS TRUE VALUE	174963	faucet 20"	05/27/2016	13.98	.00	
3514	Office Stuff Inc	107286-001	supplies	06/21/2016	13.74	.00	
39	CARQUEST AUTO PARTS	508482	battery cable fup, spark plug	05/02/2016	13.10	13.10	06/24/2016
2793	XCEL ENERGY 1141131	627116255-62	300018443-300049050	06/24/2016	12.97	12.97	07/01/2016
205	PETTY CASH	062816	reimbursement petty cash	06/28/2016	12.77	12.77	06/29/2016
39	CARQUEST AUTO PARTS	510426	hyd filter	05/18/2016	12.70	12.70	06/24/2016
104	FEDEX	5-458-61153	shipping	06/23/2016	12.35	.00	
39	CARQUEST AUTO PARTS	513251	screw ext	06/09/2016	12.31	12.31	06/24/2016
206	PORT SUPPLY	328077	bimfit eye end ext rnd	06/20/2016	10.48	.00	
2970	Adamson Police Products	214540	name strip	06/09/2016	10.00	.00	
205	PETTY CASH	062816	reimbursement petty cash	06/28/2016	7.49	7.49	06/29/2016
39	CARQUEST AUTO PARTS	510619	prem starting fluid	05/19/2016	7.00	7.00	06/24/2016
227	SANDERS TRUE VALUE	175747	90 elbow	06/22/2016	6.98	.00	
39	CARQUEST AUTO PARTS	509519	booster cable clamp	05/11/2016	6.83	6.83	06/24/2016
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	5.98	5.98	06/29/2016
227	SANDERS TRUE VALUE	175291	50g sand belt	06/07/2016	5.49	.00	
45	KING SOOPERS CUSTOMER C	061816	cust # 278487 meeting expenses	06/18/2016	4.58	4.58	06/29/2016
227	SANDERS TRUE VALUE	175432	out plas adhesive	06/13/2016	4.29	.00	
206	PORT SUPPLY	3237908	slwvve swage	06/20/2016	3.96	.00	
205	PETTY CASH	062816	reimbursement petty cash	06/28/2016	3.50	3.50	06/29/2016
227	SANDERS TRUE VALUE	175309	wht male adapter	06/08/2016	1.18	.00	
3918	Legacy Athletic	1628189A	credit for short shipped order	06/22/2016	12.00-	.00	
227	SANDERS TRUE VALUE	175210	oil primer	06/05/2016	31.99-	.00	
39	CARQUEST AUTO PARTS	509874	marine enhanced deep cycle	05/13/2016	40.00-	40.00-	06/24/2016
938	UNIVAR USA INC	344778	drum 1h1	06/20/2016	40.00-	.00	
1589	Sanitary Supply Corp Inc	101783	credit memo trash liners	06/02/2016	195.96-	.00	
Grand Totals:					209,237.22	56,714.37	

.....Approved \_\_\_\_\_ Dated \_\_\_/\_\_\_/\_\_\_

Report Criteria:

- Detail report.
- Invoice detail records above \$ included.
- Paid and unpaid invoices included.
- Invoice Detail.GL Account = 10100100-91990000



TOWN OF DILLON  
PAYROLL LEDGER  
6/24/2016

**Payroll 06/24/16**

Administration	\$	28,588.79
Council	\$	-
Planning/Engineering	\$	7,766.12
Police	\$	25,606.90
Public Works	\$	8,617.24
Buildings/Parks	\$	15,771.27
Street Improvement	\$	-
Water	\$	8,041.59
Sewer	\$	2,147.13
Marina	\$	<u>24,561.96</u>

**Total Gross Payroll** \$ 121,101.00

Less: Payroll Taxes \$ (24,073.03)

Less: Misc. Deductions \$ (15,077.28)

**Net Payroll** \$ 81,950.69

**TOWN COUNCIL ACTION ITEM  
STAFF SUMMARY  
JULY 5, 2016 COUNCIL MEETING**

**DATE:** June 28, 2016

**AGENDA ITEM NUMBER:** 6

**ACTION TO BE CONSIDERED:** Consideration of Resolution No. 32-16, Series of 2016:

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AUTHORIZING THE TOWN OF DILLON TO ENTER INTO A THIRD AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, AND MONTEZUMA AND SUMMIT COUNTY, COLORADO; AND AUTHORIZING AND DIRECTING THE APROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

**SUMMARY:** In 2002, the County and the Town of Silverthorne entered into an Intergovernmental Agreement to establish the Summit Combined Housing Authority. In 2006, the Towns of Breckenridge, Dillon and Frisco joined the Authority. Subsequently, the Town of Montezuma entered into the agreement. Among several housekeeping matters, this Third Amendment presents several changes to the agreement which include:

- The authorization of a new sales tax of up to .6% for affordable housing purposes referred to as the “Housing Sales Tax”)
- Each member may appoint an alternate director as its proxy to attend and represent it at a Board of Directors meeting with voting privileges.
- A standard affordable housing restrictive covenant/deed restriction is to be established for future affordable housing projects.
- The restrictive covenant/deed restriction shall ensure that the affordable housing revenues provided hereunder will be used by the Members to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

**BUDGET IMPACT:** None

**STAFF RECOMMENDATION:** Town Staff recommends approval of Resolution No. 32-16, Series of 2016.

**ACTION REQUESTED:** Motion, Second, Roll Call Vote

Resolutions require the affirmative vote of a majority of the members present.

**STAFF MEMBER RESPONSIBLE:** Tom Breslin, Town Manager

**RESOLUTION NO. 32-16**  
**Series of 2016**

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AUTHORIZING THE TOWN OF DILLON TO ENTER INTO A THIRD AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, SILVERTHORNE, AND MONTEZUMA AND SUMMIT COUNTY, COLORADO; AND AUTHORIZING AND DIRECTING THE APROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, Section 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), authorizes any combination of home rule or statutory cities, towns, counties, and cities and counties of the State to, by contract with each other, establish a separate governmental entity to be known as a multijurisdictional housing authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

**WHEREAS**, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

**WHEREAS**, the County and towns have historically provided affordable housing services in the County pursuant to various authority including but not limited to the Act and Title 29, Article 4, Colorado Revised Statutes; and

**WHEREAS**, the County and Town of Silverthorne previously entered into an Intergovernmental Agreement in 2002 ("Original IGA") in order to establish the Summit Combined Housing Authority ("Authority"); and

**WHEREAS**, the Towns of Dillon, Breckenridge and Frisco previously entered into a First Amended Intergovernmental Agreement in 2006 in order to participate in the governance of the Authority; and

**WHEREAS**, the Town of Montezuma participated in the governance of the Authority pursuant to and in accordance with the Act and a second agreement ("Second Amended IGA"); and

**WHEREAS**, the parties desire to further amend the Second Amended IGS by means of this Third Amended and Restated IGA (“Agreement”).

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AS FOLLOWS:**

Section 1. The Town Council of the Town of Dillon does hereby authorize the Town of Dillon to enter into a Third Amended Intergovernmental Agreement between the Towns of Dillon, Breckenridge, Frisco, Silverthorne and Montezuma and Summit County, Colorado providing for the establishment of the Summit Combined Housing Authority as a multijurisdictional housing authority, and authorizes the appropriate Town officers to sign the necessary documents to bind the Town to the Intergovernmental Agreement.

Section 2. Authority and Members. The County and the Towns are hereby established as the Members of the Authority. The Authority shall continue to be a separate governmental entity and a political subdivision and public corporation of the State pursuant to the Act, the Intergovernmental Relations Statute and the terms of this Agreement.

**APPROVED AND ADOPTED THIS 5<sup>th</sup> DAY OF JULY, 2016, BY THE TOWN COUNCIL FOR THE TOWN OF DILLON, COLORADO.**

**TOWN OF DILLON**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Kevin Burns, Mayor

ATTEST:

By: \_\_\_\_\_  
Jo-Anne Tyson, CMC/MMC, Town Clerk

THIRD AMENDED AND RESTATED  
INTERGOVERNMENTAL AGREEMENT

Among

SUMMIT COUNTY, COLORADO And  
THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND  
SILVERTHORNE, COLORADO

DRAFT 6-21-16

providing for the establishment of the "Summit Combined Housing Authority" as a  
multijurisdictional housing authority pursuant to Section 29-1-204.5, Colorado Revised  
Statutes, as amended

THIS THIRD AMENDED INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA AND SILVERTHORNE, COLORADO (the "Towns"), home rule municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Members" or individually as "a Member."

WHEREAS, Section 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), authorizes any combination of home rule or statutory cities, towns, counties, and cities and counties of the State to, by contract with each other, establish a separate governmental entity to be known as a multijurisdictional housing authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the County ~~and towns~~ has historically provided affordable housing services in the ~~unincorporated portions of the County through its existing housing authority pursuant to various authority including but not limited to the Act and Title 29, Article 4, Colorado Revised Statutes, with the cooperation and assistance of the Towns;~~ and

WHEREAS, the County and the Town of Silverthorne previously entered into an Intergovernmental Agreement in 2002 ("Original IGA") in order to establish the Summit Combined Housing Authority ("Authority"); and

WHEREAS, the Towns of Breckenridge, Dillon and Frisco previously entered into a First Amended Intergovernmental Agreement ("First Amended IGA") in 2006 in order to participate in the governance of the Authority; and ;

WHEREAS, the Town of Montezuma ~~desires to participate~~ D in the governance of the Authority pursuant to and in accordance with the Act and ~~this a second amendment Agreement~~ ("Second Amended IGA"); and

WHEREAS, ~~the parties desire to further amend the Second Amended IGA by means of this Third Amended and Restated IGA ("Agreement"). the Town of Blue River does not desire to participate in the governance of the Authority pursuant to and in~~

~~accordance with the Act and this Agreement.~~

NOW, THEREFORE, be it covenanted and agreed as follows:

Section 1. Authority and Members. The County and the Towns are hereby established as the Members of the Authority. The Authority shall continue to be a separate governmental entity and a political subdivision and public corporation of the State pursuant to the Act, the Intergovernmental Relations Statute and the terms of this Agreement.

Section 2. Name. The name of the Authority shall be the "Summit Combined Housing Authority."

Section 3. Purpose. The purpose and function of the Authority shall be to: plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional plan within the means of families of low or moderate income and to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority, as will be further set forth in the multijurisdictional plan to be adopted by the Authority pursuant to all authority provided by law including, but not limited to, the Act, Titles 29, 30 and 31, Colorado Revised Statutes, and Section 8 hereof.

Section 4. Boundaries. The boundaries of the Authority shall be coterminous with the boundaries of the County.

Section 5. Powers and Duties. The Authority shall have all power, privileges and duties vested in or imposed on it by the Act, by the Intergovernmental Relations Statute, this Agreement and by any other applicable law, subject to the provisions of the Act, the Intergovernmental Relations Statute and any other applicable law.

Section 6. Board of Directors.

(a) Powers and Duties. The Authority shall be governed by a Board of Directors (the "Board") as described in this Section. The Board shall exercise and perform all powers, privileges and duties vested in or imposed on the Authority, including, without limitation, any duties imposed on the Authority by Title 29, Article 1, Parts 1, 5 and 6; and Title 29, Article 4, Colorado Revised Statutes, as amended. Subject to the provisions of the Act and this Agreement, the Board may delegate any of its powers to any director, officer, employee or agent of the Authority.

(b) Directors. The Board shall be composed of one director for each Member. The governing body of each Member shall select and appoint the director for such Member. Each Member may also appoint an Alternate Director as its proxy to attend and represent it at a Board of Directors meeting whenever a Member's regular Director is unable to attend the Board meeting and such Alternate Director may vote in accordance with this Agreement on any matter which may come before the Board.

(c) Terms of Office. The term of office of each director shall commence with his or her appointment and shall continue until the date on which a successor is duly appointed.

(d) Resignation, Removal and Vacancies. Any director may resign at any time, effective upon receipt by the Secretary (described in Section 7, hereof) or the Chair (described in Section 7 hereof) of written notice signed by the person who is resigning; and may be removed at any time by the governing body of the Member that appointed he or she, in its sole and exclusive discretion, effective upon receipt by the Secretary or the Chair of written notice signed by a duly authorized representative the governing body of the appointing Member. Vacancies in the office of any director shall be filled in the same manner in which the vacant office was originally filled pursuant to subsection (b) of this Section.

(e) Compensation. Directors shall serve without compensation, but may be reimbursed for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

(f) Resolutions and Voting. All actions of the Board shall be by resolution, which may be written or oral. Resolutions of the Board shall be adopted upon the affirmative vote of at least a majority of a quorum of the directors eligible to vote thereon. A quorum shall consist of a majority of the directors then in office.

(g) Bylaws and Rules. The Board, acting by resolution adopted as provided in subsection (f) of this Section, may adopt bylaws or rules governing the activities of the Authority and the Board, including, but not limited to, bylaws or rules governing the conduct of Board meetings, voting procedures, and the type of resolutions that must be in writing. The bylaws shall be consistent with the Act and this Agreement.

#### Section 7. Officers.

(a) Generally. The Board shall annually select and appoint a Chair, a Vice Chair, a Secretary, a Treasurer and an Executive Director. The Board also may appoint one or more subordinate officers and agents, each of whom shall hold his or her office or agency for such term and shall have such authority, powers and duties as shall be determined from time to time by the Board. The Chair and the Vice Chair shall be directors. Other officers may, but need not, be directors. Any two or more of such offices may be held by the same person, except that the offices of Chair and Secretary may not be held by the same person and the person serving as Executive Director may not hold any other of such offices. All officers of the Authority shall be persons of the age of 18 years or older and shall meet the other qualifications, if any, stated for his or her office elsewhere in this Section.

(b) Chair. The Chair shall have the power to call meetings of the Board; the power to execute, deliver, acknowledge, file and record on behalf of the Authority such documents as may be required by this Agreement, the Act or other applicable law; and such other powers as may be prescribed from time to time by the Board. The Chair may execute and deliver contracts, deeds and other instruments and agreements on behalf of the Authority as are necessary or appropriate in the ordinary course of its activities or as



are duly authorized or approved by the Board. The Chair shall have such additional authority, powers and duties as are appropriate and customary for the office of the Chair of the Board of Directors of entities such as the Authority, and as the Board may otherwise prescribe.

(c) Vice Chair. The Vice Chair shall be the officer next in seniority after the Chair and, upon the death, absence or disability of the Chair, shall have the authority, powers and duties of the Chair. The Vice Chair shall have such additional authority, powers and duties as are prescribed by the Board.

(d) Secretary. The Secretary shall give, or cause to be given, notice of all meetings (including special meetings) of the Board, keep written minutes of such meetings, have charge of the Authority's seal, be responsible for the maintenance of all records and files and the preparation and filing of reports to governmental agencies (other than tax returns), have authority to impress or affix the Authority's seal to any instrument requiring it (and, when so impressed or affixed, it may be attested by his or her signature), and have such other authority, powers and duties as are appropriate and customary for the office of Secretary of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(e) Treasurer. The Treasurer shall, subject to rules and procedures established by the Board, be responsible for the custody of the funds and all stocks, bonds and other securities owned by the Authority and shall be responsible for the preparation and filing of all tax returns, if any, required to be filed by the Authority. The Treasurer shall receive all moneys paid to the Authority and, subject to any limits imposed by the Board or the Chair, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Authority's name and on the Authority's behalf, and to give full discharge for the same. The Treasurer shall also have charge of disbursement of the funds of the Authority, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuables in such depositories as shall be designated by the Board. The Treasurer shall deposit and invest all funds of the Authority in accordance with this Agreement and laws of the State applying to the deposit and investment of funds of multijurisdictional housing authorities formed under the Act. The Treasurer shall have such additional authority, powers and duties as are appropriate and customary for the office of Treasurer of entities such as the Authority, and as the Board may otherwise prescribe. If a Treasurer has not been appointed, the Secretary shall also serve as Treasurer and may use the title of Treasurer in performing the functions of Treasurer.

(f) Executive Director. The Executive Director shall be the chief executive officer of the Authority, shall supervise the activities of the Authority, shall see that all policies, directions and orders of the Board are carried out and shall, under the supervision of the Board, have such other authority, powers or duties as may be prescribed by the Board.

(g) Resignation and Removal. Any officer may resign at any time effective upon receipt by the Secretary or the Chair of written notice signed by the person who is resigning, and may be removed at any time by the Board.

(h) Changes to Authority, Powers and Duties. Notwithstanding any other provision of this Article, the Board at any time may expand, limit or modify the authority, powers and duties of any officer.

(i) Vacancies. Vacancies in the office of any officer shall be filled in the same manner in which such office was originally filled.

(j) Compensation. The Authority may compensate officers who are not directors for services performed, and may reimburse them for expenses incurred in serving in such capacities upon such terms and pursuant to such procedures as may be established by the Board.

Section 8. Multijurisdictional Plan. Pursuant to the Act, the Authority, by resolution of the Board, ~~has shall~~ adopted a multijurisdictional plan (the "Plan") for the accomplishment of its purpose (as described in Section 3 hereof). The Plan may be amended from time to time and include provision for the succession of the Authority to the rights, privileges, assets, liabilities, obligations and operations of the existing housing authority of the County. Subsequent to the adoption of this Agreement, the Members agree that the Plan shall be amended to also provide a standard affordable housing restrictive covenant/deed restriction for use in conjunction with the development of future affordable housing projects. The restrictive covenant/deed restriction shall ensure that the affordable housing revenues provided hereunder will be used by the Members to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

#### Section 9. Sources of Revenue.

(a) Expected Sources of Revenue. Subject to the requirements of Article X, Section 20 of the State Constitution, the voting requirements and other provisions of the Act and the requirements hereof, the Members hereby declare the present expectation of the Authority to derive revenues from (i) a sales tax and use tax of 0.125% (hereinafter may be referred to as the "Housing Sales/Use Tax"), ~~(ii) and a development impact fee of \$2.00 or less per square foot of new residential, commercial and industrial construction, to be imposed in amounts not greater than as shown in Appendix A, attached and incorporated herein,~~ (hereinafter referred to as the "Housing Impact Fee") imposed throughout the boundaries of the Authority pursuant to and in accordance with subsection (3)(f.1) of the Act, and (iii) a sales tax of up to 0.6 % (hereinafter may be referred to as the "Housing Sales Tax"); provided, that such declaration of expectation shall not be construed to obligate the Authority in any way.

(b) Consent for Additional Fees, Taxes. No additional tax or fee shall be imposed by the Authority in excess of the tax or fee described in subsection (a) of this Section without the express written consent of the Members' governing bodies.

(c) Fair Distribution of Revenues. Prior to and as a condition of levying any tax or fee described in subsection (a) of this Section, the Board shall adopt a resolution determining that the levying of such tax or fee will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not

impose an undue burden on any particular group of persons or businesses.

(d) Coordination of Sales and Use Tax Collection with Department of Revenue. The Authority ~~shall designate~~ thea County Finance Officer as the financial officer who shall coordinate with the State Department of Revenue regarding the collection of any sales and/or Use taxes described in ~~subsection (a) of~~ this Section. Such coordination shall include but not be limited to the financial officer identifying those businesses eligible to collect the sales and /or taxes and any other administrative details identified by the Department of Revenue.

Section 10. Revenue Distribution, Allocated Share of Administrative Expenses.

(a) Administrative Expenses. The annual administrative budget of the Authority, as such expenditures are described in the approved annual budget for the Authority, shall be funded from the Housing Sales/Use Tax levied by the Authority. Each month, ~~commencing in April 2007,~~ the Authority shall retain from each Member's distribution of the Housing Sales/Use Tax revenues an amount equal to 1/12 of such Member's Allocated Share of the administrative expenses of the Authority (as defined in subsection (b), below) . ~~The Authority shall not retain any monies from the Members' distribution of the Housing Sales/Use Tax revenues for the months of January and February, 2007, but shall retain 3/12 of each Member's Allocated Share for 2007 from monies paid to the Members in March, 2007.~~ Notwithstanding Section 6(f) above, approval of the annual administrative budget of the Authority and any amendments thereto shall require the affirmative votes of the following number of directors:

<u>Number of Members of the Authority</u> <u>Budget</u>	<u>Votes Required to Approve</u>
2	2
3	2
4	3
5	4
6	4
7	5

(b) Allocated Share. The 2007 annual administrative budget for the Authority ~~was~~ \$151,536. Such expenditures ~~were shall be~~ allocated among the Members as follows (such amounts being the "Allocated Share"):

- i. Summit County -\$35,367
- ii. Breckenridge - \$39,713
- iii. Dillon - \$19,364
- iv. Frisco - \$27,822
- v. Montezuma - \$0
- vi. Silverthorne - \$29,270

Total = \$151,536

Beginning in 2017~~08~~, each Member's Allocated Share shall be determined based on the same allocation unless another formula ~~to be is~~ agreed upon by the Members and approved by the Board.

(c) The Authority shall maintain accurate records of the services it provides to the Members during each calendar year and shall report to the Board as directed regarding the quantity of such services provided to each Member. The Members intend to develop and agree upon a new Allocated Share schedule based on the amount of Authority services provided to each Member, which schedule shall supercede the Allocated Share percentages listed above upon approval by the Board.

(d) Notwithstanding subparagraphs (a) and (b) above, any ~~Housing Sales/Use Tax~~ revenues collected from an incorporated area of Summit County that is not within the jurisdiction of a Member shall be retained by the Authority. Furthermore, if for any reason any of the above-listed Members are not a party to this Agreement, the remaining Members shall amend this Agreement for the purpose of adjusting the Allocated Share percentages as shall be mutually agreed to.

(e) Tax Distribution to Members. Each month the Authority shall distribute to each Member ~~their share of the Housing Sales/Use Tax~~ all tax revenues collected from within the jurisdiction of a Member, less the amount to be retained to pay the Authority's administrative expenses as provided in Section 10(a).

(f) Impact Fee Distribution to Members. Any Housing Impact Fee imposed by the Authority shall be administered and collected by each Member for all new residential, commercial and industrial construction within the jurisdiction of such Member. The Housing Impact Fee shall not be imposed by the Authority within an incorporated area of Summit County that is not within the jurisdiction of a Member All Housing Impact Fee revenues collected by a Member shall be retained by such Member, ~~except as provided in subsection (g) below~~. A Member may develop and implement a system to (i) provide a credit or offset against a Housing Impact Fee in favor of a developer who provides affordable housing for its project pursuant to the Member's land use development laws, and (ii) provide a voluntary endowment restrictive covenant system or other mechanism authorizing a property owner to defer collection of the Housing Impact Fee.

(g) Unspent Revenues. If revenues collected in a given calendar year from the imposition of a Housing Sales/Use Tax or Housing Impact Fee are not spent or allocated by a Member within three years after the end of such calendar year, such unspent revenues shall be promptly refunded to the Authority by the Member, without interest thereon, unless another method of payment is agreed to by the Member and Authority.

(h) County Jurisdiction. For purposes of this Section 10 only, the jurisdiction of the County shall be deemed to be the unincorporated area of Summit County.

#### Section 11. Amendment of Agreement; Additional Members.

(a) Generally. Except as otherwise provided in this Section, this Agreement may be modified or amended only by the express approval of the governing bodies of all Members.

(b) Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional Members upon: (i) resolution of the Board providing for such amendment adopted as provided herein and (ii) approval of such amendment by the governing body of the prospective additional Member and each then existing Member.

Section 12. Term of Agreement and Distribution of Assets Upon Termination of Agreement.

(a) Effective Date. The term of this Agreement shall begin when the County and all other Members have executed this Agreement. Upon such execution, this Agreement shall supersede the Original IGA, ~~and~~ the First Amended IGA, ~~and the Second Amended IGA~~ and the Authority shall continue in accordance with the terms of this Agreement.

(b) Termination. The term of this Agreement shall end when less than two Members are willing to remain as parties to this Agreement; provided, however, that this Agreement may not be terminated so long as the Authority has any bonds, notes or other obligations outstanding, unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations.

(c) Distribution of Assets Upon Termination. Upon termination of this Agreement pursuant to subsection (b) of this Section, after payment of all bonds, notes and other obligations of the Authority, the net assets of the Authority shall be distributed to the parties who are Members at such time in such proportion as shall be agreed to by such Members at such time.

Section 13. Execution and Performance of Agreement in Accordance with Law. Each Member hereby represents to each other Member that it has adopted and executed this Agreement in accordance with applicable law. Each Member and the Authority shall perform their respective obligations and expend any revenues derived hereunder for housing projects or programs in accordance with all applicable laws, rules and regulations, including but not limited to (a) the Act, (b) the terms of any approved ballot measures referred by the Authority, (c) authorized resolutions of the Authority regarding any ~~Housing Sales/Use Tax, use Tax~~ or ~~Housing Impact Fee~~, (d) the multijurisdictional housing plan adopted by the Authority, and (e) the provisions of title 29, article 1, part 8, Colorado Revised Statutes.

Section 14. Indemnification. All actions or omissions by any Member or the Authority (hereinafter referred to as a Party or collectively the Parties), including their respective representatives, employees, agents, volunteers or officials, shall be the sole responsibility of the respective Party. Accordingly, each Party shall fully indemnify, to the extent permissible under Colorado law, all other Parties for any damages, claims, costs, expenses, cause of action or liability of any manner, including without limit reasonable attorneys fees, arising out of or relating to the acts or omissions of such Party. The Parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the actions or omissions of any Party is controlled and limited by the provisions of the Colorado Governmental Immunity Act (Immunity Act) title 24, article 10, Colorado Revised Statutes, as now or hereafter amended and that the Parties do not intend to waive by any provision of this Agreement the liability limitations or any

other right, immunity or protection afforded by the Immunity Act or as may otherwise be afforded by law.

Section 15. Parties in Interest: Nothing expressed or implied herein is intended or shall be construed to confer upon any person other than the Members any right, remedy or claim under or by reason of this Agreement, this Agreement being intended to be for the sole and exclusive benefit of the Members.

Section 16. No Personal Liability. No covenant or agreement contained in this Agreement or any resolution or bylaw adopted by the Board shall be deemed to be the covenant or agreement of an elected or appointed official, officer, agent, servant or employee of any Member in his or her individual capacity.

Section 17. Notices. Except as otherwise provided in this Agreement, all notices, ~~certificates, requests, requisitions~~ or other communications by the Authority, any Member, any Director or any Officer shall be in writing or in person; shall be ~~sufficiently~~ given in a reasonable time and shall be deemed given when actually ~~received, in the case of~~ received. Notice to the Members, any Director, the Authority or any and Officers of the Authority, shall be given to the address listed on Exhibit A, attached and incorporated herein, or at the last address designated by the Authority for such purpose and, in the case of such other persons, at the last address specified by them in writing to the Secretary of the Authority; ~~and, unless a certain number of days is specified, shall be given within a reasonable period of time.~~ Notice may also be delivered in electronic form by facsimile or electronic mail to the addresses listed on Exhibit A.

Section 18. Assignment. None of the rights or benefits of any Member may be assigned, nor may any of the duties or obligations of any Member be delegated, without the express written consent of all the Members.

Section 19. Severability. If any clause, provision, subsection, or Section of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or enforceability of such clause, provision, subsection, or Section shall not affect any of the remaining provisions of this Agreement.

Section 20. Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the Members to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to the Act and by a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute; (b) to permit the Members to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement pursuant to the Act, the Intergovernmental Relations Statute and other applicable law; and (c) to permit the Board to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to the Act and by the governing body of a separate legal entity created by a contract among the Members pursuant to the Intergovernmental Relations Statute. In the event of any conflict between the Act, the Intergovernmental Relations Statute or any other law with respect to the exercise of any such power, the provision that permits the broadest exercise of the power consistent with the limitations set forth in this Agreement shall control.

Section 21. Administrative Contract with Summit County Housing Authority or

Summit County Government/Member. The Authority may enter into an agreement with the existing Summit County Housing Authority, Summit County Government, or other Member to allow the Summit County Housing Authority, Summit County Government, or other Member to perform, supervise or provide any of the duties, functions, facilities or services of the Authority. Such agreement may provide for (i) the Authority employees to be subject to all Summit County (or other Member) personnel policies and procedures and eligible for all Summit County (or other Member) benefits available to like employees, and (ii) the Authority's financial, operational and budgetary processes to be subject to all Summit County (or other Member) financial and budgetary processes.

Section 22. Governing Law. The laws of the State shall govern the construction and enforcement of this Agreement.

Section 23. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Members effective the effective date set forth above.

SUMMIT COUNTY, COLORADO

By: \_\_\_\_\_  
Thomas C. Davidson, Chairman

ATTEST:

By: \_\_\_\_\_  
Kathleen Need, Clerk and Recorder

TOWN OF BRECKENRIDGE

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

ATTEST:

By: \_\_\_\_\_  
Town Clerk

TOWN OF DILLON

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

ATTEST:

By: \_\_\_\_\_  
Town Clerk

TOWN OF FRISCO

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

ATTEST:

By: \_\_\_\_\_  
Town Clerk

TOWN OF MONTEZUMA

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

ATTEST:

By: \_\_\_\_\_  
Town Clerk

TOWN OF SILVERTHORNE



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

ATTEST:

By: \_\_\_\_\_  
Town Clerk

**APPENDIX A**

**FIRST AMENDED INTERGOVERNMENTAL AGREEMENT**

**HOUSING IMPACT FEE SCHEDULE**

**Commercial and Industrial Construction:** \$2.00 per square foot

**Residential Construction:**

**Single Family Homes**

- 1499 square feet or less - \$.0
- 1500 to 2499 square feet - \$.50 per square foot
- 2500 to 3499 square feet - \$1.00 per square foot
- 3500 to 4999 square feet - \$1.50 per square foot
- 5000+ square feet - \$2.00 per square foot

**Residential Other**

- 999 square feet or less - \$.0
- 1000 to 1499 square feet - \$.50 per square foot
- 1500 to 2499 square feet - \$1.00 per square foot

- 2500+ square feet - \$2.00 per square foot

**TOWN COUNCIL ACTION ITEM  
STAFF SUMMARY  
JULY 5, 2015 COUNCIL MEETING**

**DATE:** July 5, 2016

**AGENDA ITEM NUMBER:** 7

**ACTION TO BE CONSIDERED:** Consideration of a Resolution No. 33-16, Series of 2016:  
*A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A CONSULTING AGREEMENT WITH HDR, INC. FOR THE 2016 RAW WATER MASTER PLAN, WATER DISTRIBUTION MODEL UPDATE AND COLLECTION SYSTEM EVALUATION; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.*

**SUMMARY:** This resolution is for the engineering required to create and evaluate a source water master plan, update and evaluate the Town’s distribution hydraulic model, and evaluate critical underground sewer transmission piping.

1. The source water master plan will update existing information and evaluate approaches for managing the Town’s raw water supplies, augmentation sources and distribution assets as it plans for continued growth consistent with its master plan vision. The focus is on providing a summary of water rights and conditional uses, evaluating alternatives for implementing water rights for supply or augmentation purposes, and identifying potential capital projects to route water to meet the Town’s needs.
2. The distribution system update is to provide the Town with updates reflecting changes constructed since 2007. Updates are anticipated to include the new clearwell/water tank at the water treatment plant and distribution piping changes. The intent of the effort is to identify any needs to be supplemented by the model, e.g. asset management plans; evaluate potential bottlenecks within the system; and, identify recommended improvements to meet anticipated changes in land use or planned development.
3. The collection system evaluation is intended to prepare a base model and evaluate the capacity of the main interceptor of trunk sewer south of Highway 6 between E Anemone Trail and Summit Place. An allowance is provided for evaluating additional areas of interest that the Town identifies for potential collection system improvements.

**BUDGET IMPACT:** This project will be funded out of the Water Plant Investment Fund and Sewer Plant Investment Fund.

<b>PROJECT BUDGET</b>	<b>ACCOUNT</b>	<b>BUDGET</b>	<b>Allocation for this Agreement</b>
<b>Raw Water Master Plan</b>	31423156		<b>\$59,640</b>
<b>Water Distribution Model Update</b>	31423156	\$75,000	<b>\$14,800</b>
<b>Collection System Evaluation</b>	33423300	\$100,000	<b>\$14,350</b>
			<b>Total: \$88,790</b>

**STAFF RECOMMENDATION:** Town Staff recommends awarding the consulting agreement to HDR, Inc. and approval of Resolution No. 33-1, Series of 2016.

**ACTION REQUESTED:** Motion, Second, Roll Call Vote.

Resolutions require the affirmative vote of a majority of the members present.

**STAFF MEMBER RESPONSIBLE:** Scott O’Brien, PWD

**RESOLUTION NO. 33-16**  
**Series of 2016**

**A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A CONSULTING AGREEMENT WITH HDR INC. FOR THE 2016 RAW WATER MASTER PLAN, WATER DISTRIBUTION MODEL UPDATE AND COLLECTION SYSTEM EVALUATION; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, the Town of Dillon wishes to enter into a contract with HDR Inc. to complete the 2016 Raw Water Master Plan, Water Distribution Model Update and Collection System Evaluation; and

**WHEREAS**, the Town Council of the Town of Dillon believes it is in the best interest of the Town to enter into such a contract.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, AS FOLLOWS:**

Section 1. That the Town of Dillon be and is hereby authorized and directed to enter into a contract with HDR Inc., a copy of which is attached hereto and incorporated herein by reference, to pay the consideration of \$88,790.00 for the 2016 Raw Water Master Plan, Water Distribution Model Update and Collection System Evaluation project; and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Dillon to said contract.

**APPROVED AND ADOPTED THIS 5<sup>th</sup> DAY OF JULY, 2016, BY THE TOWN COUNCIL FOR THE TOWN OF DILLON, COLORADO.**

**TOWN OF DILLON**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Kevin Burns, Mayor

ATTEST:

By: \_\_\_\_\_  
Jo-Anne Tyson, CMC/MMC, Town Clerk

## CONSULTING AGREEMENT

**THIS CONSULTING AGREEMENT** is made and entered into this **5th day of July, 2016**, by and between **HDR Engineering, Inc.**, a Colorado corporation, whose mailing address is 1670 Broadway, Suite 3400, Denver, Colorado 80202 (hereinafter referred to as "Consultant") and the **TOWN OF DILLON, COLORADO**, a Colorado municipal corporation, whose address is P.O. Box 8, Dillon, Colorado 80435 (hereinafter referred to as "Town" or "Dillon").

### W I T N E S S E T H

**WHEREAS**, the Town desires to engage the Consultant to render the professional services described in this Consulting Agreement and the Consultant is qualified and willing to perform such services in accordance with, and subject to the provisions of this Consulting Agreement; and,

**WHEREAS**, legal authority exists to engage the Consultant and sufficient funds have been budgeted and are available for the work to be performed by the Consultant under this Agreement, and other necessary approvals have been obtained.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and obligations of the parties hereto, the terms, covenants and conditions hereof, and intending to be legally bound, the Town and the Consultant agree as follows:

1. The Project. The Consultant's services are engaged under this Consulting Agreement for the following project: **Town of Dillon 2016 Raw Water Master Plan, Water Distribution Model Update and Collection System Evaluation.**

2. Consultant's Services. The Consultant shall, during the term of this Agreement, provide the services to the Town as set forth in Exhibit "A," attached hereto and incorporated herein by this reference (the "Services"). The Consultant shall perform the Services competently, efficiently, and in accordance with the standards of care required by Colorado law.

3. Additional Services. The Town may request the Consultant to perform additional work or phases of the Project in addition to the Services. The Consultant agrees to perform the additional work or phases of the Project if the Town so requests, either pursuant to an amendment to this Consulting Agreement or a new agreement in which the Town and the Consultant shall define the scope of, and additional payment for, the additional work or phases of the Project.

4. Compensation. In consideration for the performance of the Services, the Town shall pay to the Consultant a fee in the total amount of \$88,790.00, and payable in accordance with the payment schedule, as set forth in Exhibit "A," attached hereto and incorporated herein by this reference.

5. Reimbursable Expenses. The Town agrees to reimburse the Consultant for the reimbursable expenses incurred by the Consultant in connection with the Services, such expenses to be described in detail in Exhibit "A." Travel expenses between the Town and the Consultant's office shall not be considered reimbursable expenses. The Consultant shall maintain an accurate

record of all such expenses and provide itemized records and copies of receipts when submitting such expenses to the Town for reimbursement. The maximum amount reimbursable by the Town to the Consultant under this Consulting Agreement shall be set forth on Exhibit "A." Such expenses not described on Exhibit "A," shall not be reimbursed by the Town.

6. Commencement and Completion of Services. The Consultant understands and agrees that time is an essential requirement of this Consulting Agreement. The term of this Consulting Agreement shall commence on July 5, 2016 and shall end on December 30, 2016. The Services shall be completed as soon as good practice and due diligence will permit. The Consultant shall not be responsible for delays which are due to causes beyond Consultants reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

7. Termination.

A. This Consulting Agreement may be terminated by either party upon Ten (10) days prior written notice to the other party in the event of a substantial failure by the other party to fulfill its obligations under this Consulting Agreement through no fault of the terminating party.

B. This Consulting Agreement may be terminated by the Town in its sole discretion upon Ten (10) days prior written notice to the Consultant.

C. In the event of termination as provided for in this paragraph, the Town shall pay the Consultant in full for Services performed to the date of notice of termination plus any Services the Town deems necessary during the notice period. Said compensation shall be paid upon the Consultant's delivering or otherwise making available to the Town all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing the Services included in this Consulting Agreement, whether completed or in progress.

8. Insurance.

8.1 Consultant shall procure and maintain, and shall cause any sub-consultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to paragraph 17 of this Consulting Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Workmen's Compensation Insurance and Employer's Liability Insurance to cover obligations imposed by applicable laws for any employee of Consultant engaged in the performance of work under this Consulting Agreement. The Consultant will require that all sub-consultants maintain their own coverage to meet these criteria.

B. 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 (including completed operations), personal injury (including coverage for contractual and employees' acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest's provision.

C. Comprehensive Automobile Liability insurance within minimum 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 or non-owned vehicles assigned to or used in the performance of this Consulting Agreement. The policy shall contain a severability of interest's provision.

D. Professional Liability insurance with minimum single limits of not less than One Million Dollars (\$1,000,000) each claim and One Million Dollars (\$1,000,000) aggregate.

8.2 The policies required by subparagraphs B and C, above, shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductible losses under any policy require above.

8.3 A certificate of insurance shall be completed by the Consultant's insurance agent and provided to the Town as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to commencement of the Consulting Agreement. The certificate shall identify this Consulting Agreement and shall provide that the coverages afforded under the policies shall not be cancelled until at least thirty (30) days prior written notice has been given to the Town. Consultant shall notify the Town within ten (10) days if the coverages afforded under the policies are materially changed. The completed certificate of insurance shall be sent to: Town Clerk, Town of Dillon, P.O. Box 8, Dillon, Colorado 80435.

8.4 Notwithstanding any other portion of this Consulting Agreement, failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Consulting Agreement for which the Town may immediately terminate this Consulting Agreement, or, at its discretion, the Town 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 money so paid by the Town shall be repaid by the Consultant to the Town upon demand, or the Town may offset the cost of the premiums against any money due to the Consultant from the Town.

8.5 The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Consulting Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as from time to time amended, or any other law, protection or limitation otherwise available to the Town, its officers, or its employees.

9. Payment of Sub-consultants. Consultant shall contract with and pay any and all sub-consultants used by Consultant in the performance of the Project. The Town shall in no event have any liability to any sub-consultant, and Consultant shall hold the Town harmless with respect to any payments alleged to be due to Consultant's sub-consultants.

10. Equal Employment Opportunity; Compliance with Applicable Laws. In connection with the execution of this Consulting Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disability. Such actions shall include, but not be limited to the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall comply with the Americans with Disabilities Act (Public Law 101-336), and all applicable regulations and rules promulgated by the Equal Employment Opportunity Commission and the Colorado Civil Rights Commission. The indemnification and termination provisions of this Consulting Agreement shall apply with respect to Consultant's failure to comply with all applicable laws or regulations.

11. Prohibited Interest.

A. The Consultant agrees that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that in the performance of the Consulting Agreement, no person having any such interest shall be employed.

B. No official or employee of the Town shall have any interest, direct or indirect, in the Consultant, this Consulting Agreement or the proceeds therefrom.

12. Independent Contractor. The Consultant shall perform all Services as an independent contractor, and nothing in this Consulting Agreement is intended to or shall create a relationship of employer-employee, joint venture, or partners, between the parties. The Consultant shall be solely responsible for all federal and state income taxes attributable to the monies payable to the Consultant for the Services.

13. Books and Records. The Consultant's books and records with respect to the Services and reimbursable costs shall be kept in accordance with generally accepted accounting principles and practices, consistently applied, and will be made available for the Town's inspection at all reasonable times at the places where the same may be kept. The Consultant shall not be required to retain such books and records for more than three (3) years after completion of the services.

14. Obligation of Non-Disclosure. The Consultant agrees to keep confidential any and all drawings, reports, documents, memoranda, research, plans, analysis, maps, photographs, designs, information and work product either provided by the Town or generated by the Consultant pursuant to this Consulting Agreement, or provided to the Consultant by other consultants. Consultant shall make use of the information or items set forth hereinabove for any purpose, including public hearings of the Town, as expressly directed by the Town, for the Town's benefit. Consultant shall not use the information or items set forth hereinabove for its own account, or another's account, or



in any manner detrimental to the Town. The Town acknowledges the need to share said information and items referred to hereinabove with the Consultant's sub-consultants under this Consulting Agreement, and hereby approves such sharing and use.

15. Acknowledgement of Ownership. Consultant acknowledges that all drawings documents, information and materials relating to the Services performed and the Project for which the Services are performed, as well as those items described in paragraph 14, are or shall become, upon termination of this Consulting Agreement, the exclusive property of the Town. Documents, including drawings and specifications, prepared by Consultant pursuant to this agreement are not intended or represented to be suitable for reuse by Town or others on extensions of the Project or any other project. Any use of completed documents for other projects and any use of incomplete documents without specific written authorization from Consultant will be at Town's sole risk and without liability to Consultant. Further, any and all liability arising out of changes made to Consultant's deliverables under this agreement by Town or persons other than Consultant is waived as against Consultant and the Town assumes full responsibility for such changes unless Town has given Consultant prior notice and has received from Consultant written consent for such changes.

16. Return of Information. Promptly upon the Town's request, and in any event upon the termination of this Consulting Agreement for any reason, all documents, materials and writings, as well as those items described in paragraph 14, and all copies thereof provided by the Town to the Consultant, directly or indirectly, shall be returned by the Consultant to the Town.

17. Professional Liability. The Consultant shall exercise in its performance of the Services hereunder the standard of care required by Colorado law. The Consultant shall be liable to the Town for any loss, damages or costs incurred by the Town for the repair, replacement or correction of any part of the Project which is deficient or defective as a result of any failure of the Consultant to comply with this standard.

18. Communications. All communications relating to the day to day Services for the Project shall be exchanged between the respective Project representatives of the Town and the Consultant who will be designated by the parties promptly upon commencement of the Services.

19. Indemnification. Consultant agrees to indemnify and save harmless the Town against any and all claims, debts, demands, damages or obligations which may be asserted against the Town to the extent arising by reason of, or in connection with, any alleged negligent act or omission of Consultant or any person claiming under, by or through Consultant, at Consultant's own expense using those attorneys that the Town deems reasonably appropriate. If, however, it becomes necessary for the Town to defend any action arising by reason of, or in connection with, any alleged negligent act or omission of Consultant or any person claiming under, by or through Consultant seeking to impose liability for such claim or demand, Consultant shall pay all court costs, witness fees, expert witness fees, and attorney's fees, incurred by the Town in effecting such defense in addition to any other sums which the Town may be called upon to pay by reason of the entry of any judgment, assessment, bond, writ or levy against the Town in the litigation in which such claims are asserted to the extent caused by Consultant's negligent acts or omissions. Consultant shall be subrogated to any and all amounts paid by it on

behalf of the Town to any claims that the Town may have as a result of said payments to any person or third persons which are the reason or cause of said payments.

20. No Assignment. Consultant's duties and obligations pursuant to this Consulting Agreement require a particular expertise and skill, and may not be assigned to any third party or agency without the express written consent of the Town, which consent may be withheld at the sole discretion of the Town.

21. Notices. Any notices required or permitted hereunder shall be sufficient if personally delivered or if sent by certified mail, return receipt requested, addressed as follows:

If to the Town: Town Manager  
Town of Dillon  
P.O. Box 8  
Dillon, Colorado 80435

With a copy (which shall not constitute notice) to: Mark R. Shapiro  
Mark R. Shapiro, P.C.  
1650 38<sup>th</sup> Street, Suite 103  
Boulder, Colorado 80301

If to the Consultant: Brian Daw, PE  
HDR  
1670 Broadway, Ste 3400  
Denver, Colorado 80202

With a copy (which shall not constitute notice) to: Ken Lowrey, PE  
HDR  
1670 Broadway, Ste 3400  
Denver, Colorado 80202

Notices personally delivered shall be effective upon delivery. Mailed notices shall be effective three (3) business days after mailing.

22. Agreement Subject to Annual Appropriation.

A. The parties hereto understand and agree that the amount of **\$88,790.00**, has been budgeted for compensation for work done pursuant to this Consulting Agreement for the current fiscal year ending December 31, 2016. This is a full and lawful appropriation as required by appropriate statute for this project. In the event that the Town fails to appropriate sufficient funds to cover any compensation which may become due for the fiscal year beginning January 1, 2017, then, and in that event, this Consulting Agreement shall immediately terminate as of December 31, 2016, without further action of any party. The Town shall provide notice to Consultant prior to December 31, 2016, as to whether an appropriation has been made for further work anticipated following December 31, 2016.

B. The amount of money appropriated by the Town is equal to or in excess of the Consulting Agreement amounts due herein for the current fiscal year.

C. The Town shall be prohibited from issuing any change order or other form of order or directive requiring additional compensable work to be performed, which work causes the aggregate amount payable under this Consulting Agreement to exceed the amount appropriated for the original Consulting Agreement, unless Consultant is given written assurance by the Town that lawful appropriations to cover the cost of the additional work have been made or unless such work is covered under a remedy-granting provision in this Consulting Agreement.

23. Prohibition Against Employment of Illegal Aliens.

A. By its signature on this Agreement, Consultant certifies that, as of the time of its signature, it does not knowingly employ or contract with an illegal alien and that, in order to verify that it does not employ any illegal aliens, the Consultant will participate in the E-Verify Program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, administered by the United States Department of Homeland Security and the Social Security Administration.

B. Consultant agrees that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement; and that it shall not enter into a contract with a sub-contractor that fails to certify to the Consultant that the sub-contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

C. Consultant has verified through participation in the E-Verify Program that the Consultant does not employ any illegal aliens.

D. Consultant shall not use the E-Verify Program procedures to undertake pre-employment screening of job applicants while work under this Agreement is being performed.

E. If Consultant obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant shall: (1) notify the sub-contractor and the Town within three days that the Consultant has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and (2) terminate the sub-contract with the sub-contractor if, within three days of receiving the notice required herein, the sub-contractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the sub-contractor if during such three days the sub-contractor provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.

F. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. section 8-17.5-101(5).

G. If Consultant violates a provision of this Illegal Alien section, the Town

may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Consultant shall be liable for actual and consequential damages to the Town. Consultant understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

24. Attorney's Fees; Interest. In any action brought to enforce the provision(s) of this Consulting Agreement, the prevailing party shall be entitled to an award of all reasonable attorney's fees and costs, including expert witness' fees, expended or incurred, to be recovered as part of the costs therein. Any fees and expenses not paid to Consultant by the Town when due shall earn interest at the rate of six percent (6.0%) per annum.

25. Waiver. Failure to insist upon strict compliance with any of the terms, covenants, and/or conditions hereof shall not be deemed a waiver of such terms, covenants or conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

26. Amendments to Agreement. No changes, alterations or modifications to any of the provisions hereof shall be effective unless contained in a written agreement signed by both parties.

27. Entire Agreement. This Consulting Agreement shall constitute the entire agreement between the parties hereto and shall supersede all prior contracts, proposals, representations, negotiations and letters of intent, whether written or oral, pertaining to the Services.

28. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Consulting Agreement. For the resolution of any dispute arising hereunder, venue shall be in the Courts of the County of Summit, State of Colorado. If any provision of this Consulting Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Consulting Agreement shall not be affected thereby.

29. Paragraph Headings. Paragraph headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Consulting Agreement.

30. Binding Agreement. This Consulting Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

[Signatures on following page]

**IN WITNESS WHEREOF**, the parties hereto have executed this Consulting Agreement as of the day and year first-above written.

**TOWN:**

TOWN OF DILLON, A Colorado municipal corporation

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

Its: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Jo-Anne Tyson, Town Clerk

**CONSULTANT:**

HDR Engineering, Inc.

By: *R. Bradley Martin*

Its: Senior Vice President

**ATTEST:**

By: *Allison Berry*  
Quality and Records Coordinator

**EXHIBIT "A"**

(Services to be provided by Consultant)



June 15, 2016

Mr. Scott O'Brien (*via e-mail*)  
Public Works Director  
Town of Dillon  
275 Lake Dillon Drive  
Dillon, Colorado 80435

**Re: Scope of Professional Engineering Services for  
2016 Raw Water Master Plan, Water Distribution Model Update and Collection  
System Evaluation  
Town of Dillon, Colorado**

Dear Mr. O'Brien,

In response to our discussions with the Town of Dillon (Town) regarding its objectives in developing a raw water master plan, water distribution system model update, and collection system evaluation, HDR Engineering, Inc. (HDR) is pleased to provide the attached proposal for professional engineering services to assist the Town with its goals.

Our detailed proposal outlines the proposed scope of work organized in discrete tasks and includes the proposed project budget, and recommended project schedule.

Please contact me at your earliest convenience if you have any questions or comments regarding our proposed services. We are happy to review the scope of services with you in more detail and make adjustments as needed to reflect the Town's objectives and information that will be made available to us. We look forward to working with you to complete these important projects.

Sincerely,  
HDR Engineering, Inc.

Brian C. Daw, P.E.  
*Associate Vice President*

Kenneth J. Lowrey, Jr., P.E.  
*Vice President*

Attachments

## Project Understanding

The main emphasis of these projects is to update existing information and evaluate approaches for managing the Town's raw water supplies, augmentation sources and distribution assets as it plans for continued growth consistent with its master plan vision and addresses potential concerns within the systems. The Town maintains a diversified raw and treated water supply portfolio mainly consisting of surface water rights, accompanied by groundwater wells along Straight Creek and treated water interconnections with other local utilities. While the yield of the Town's primary sources have been previously determined to be sufficient for meeting planned build out, Straight Creek/Laskey Gulch is subject to impacts from highway operations along I-70 and warrants planning for future use of other water rights to meet the Town's needs. For planning purposes, the Town's focus is on providing a summary of water rights and conditional uses, evaluating alternatives for implementing water rights for supply or augmentation purposes, and identifying potential capital projects to route water to meet the Town's needs.

The distribution system update is proposed to provide the Town with updates reflecting changes constructed since 2007. Updates are anticipated to include the new clearwell at the water treatment plant and distribution piping changes. The intent of the effort is to identify any needs to be supplemented by the model, e.g. asset management plans; evaluate potential bottlenecks within the system; and, identify recommended improvements to meet anticipated changes in land use or planned development.

The collection system evaluation is intended to prepare a base model and evaluate the capacity of the main interceptor of trunk sewer south of Highway 6 between E Anemone Trail and Summit Place. An allowance is provided for evaluating additional areas of interest that the Town identifies for potential collection system improvements.

## Scope of Work

The following task descriptions outline proposed activities to be completed. Assumptions used to develop our scope are provided for reference.

### **Task 100 – Project Coordination**

This task consists of the overall management of the project and will include the monitoring and control of the project budget, scope of work and schedule; and managing of project



goals and objectives, technical staff resources; and invoicing. This task will also include implementing HDR's QAQC program. Activities for this task include the following:

- Develop internal Project Management Plan (PMP) to be used by team members. The guide will document Project activities, constraints, guidelines, budget and schedule.
- Conduct Project kickoff meeting including preparing agenda and meeting notes focused on the following:
  - Project team and roles
  - Specific project goals and objectives
  - Overview of project approach and schedule
  - Project procedures, data collection efforts and site access requirements
  - Preferred lines of communication
- Quality Control Plan
  - Develop Quality Control and incorporate into the PMP
- Coordination Meetings
  - Conduct up to two (2) one-hour coordination meetings (either in person or by teleconference) with Town staff
  - HDR will prepare meeting agendas, notes and action items.

**ASSUMPTIONS:**

- Kickoff meeting will be held in Dillon and will be followed by site visit outlined in Task 201 below.

**MEETINGS:**

- One (1) meeting for project kickoff
- Two (2) one-hour project coordination meetings

**DELIVERABLES:**

- Kick-off Meeting notes
- Coordination meeting notes

## **Task 200 – Raw Water Master Plan**

The purpose of the raw water master plan is to summarize existing water rights and conditions in an accessible format for the Town's use in evaluating current and future operations for managing the interest in the rights and assets required to efficiently use and plan for future operating conditions. In addition, the plan is intended to identify options for the Town's consideration in preparing to use its varied sources, e.g. constructing capital

projects to collect, store and route raw water for its use to meet the Town's water supply demands and planned growth.

### **201- Inventory of Existing Raw Water Sources**

HDR will coordinate directly with the Town's water rights attorney to obtain and consolidate the Town's raw water supply portfolio including surface water rights (e.g., Straight Creek, Laskey Gulch,), storage rights (e.g., Clinton Reservoir, Old & New Dillon Reservoirs), and groundwater rights/wells into a single reference spreadsheet.. HDR will also review existing augmentation plans and exchanges to provide a basis for evaluating the operation and administration of the Town's water rights. In coordination with Town staff, HDR will conduct a single site visit in coordination with the project kickoff meeting to:

- Confirm and document the general location of each component of the raw water supply portfolio,
- Observe and document the existing infrastructure associated with each component of the raw water supply portfolio
- Identify the extent to which each component is currently integrated into the Town's potable water treatment infrastructure.
- Confirm location of streamflow gages and other diversion structures.

In coordination with Task 302, HDR will integrate existing data provided by the Town for the raw water supply portfolio (e.g., location of raw water sources, historical/quantity data, water right decree) into GIS to create updated source files for both displaying and archiving relevant raw water supply information.

### **202 - Yield Analysis of Raw Water Sources**

HDR will perform a spreadsheet-based yield analysis for each component of the existing raw water supply portfolio using available data including but not limited to:

- USGS streamflow data from Gages 09050700 (Blue River below Dillon) and 09051050 (Straight Creek Below Laskey Gulch),
- Diversion and call records from the Colorado Division of Water Resources (Office of the State Engineer),
- Direct discussions with the Water Commissioner for Division 5, District 36 (Blue River Basin).
- Return Flow Study (2015) results provided by the Town.

The yield analysis will estimate the potential yield of each raw water source over varying hydrologic conditions (wet, average, dry), to the extent practicable based on available data.

### **203 – Raw Water Supply vs. Demand Analysis**

HDR will integrate the results of the inventory and yield analysis with future treated water demand projections based on anticipated population growth within the Town’s service area. The purpose of this analysis is to approximate the quantity, location, and timing of the potential raw water supply “gap” based on the planning horizon determined by the Town. The distribution system model scenarios performed during Task 305 will be used to support this analysis.

### **204 - Development of Raw Water Supply Strategies**

Using the information and results from the previous tasks, HDR will facilitate a four (4) hour strategic planning workshop with Town staff in order to:

1. Review specific goals and objectives with respect to raw water supply sources (i.e., percent reserves for drought, water rate impacts, capital investment requirements, resiliency, water quality)
2. Develop strategies that will best address the defined goals and objectives and take into consideration various features of the raw water sources (e.g. locations, amounts, types of required infrastructure, environmental/recreational concerns, other fatal flaws)

HDR will then develop planning-level, comparative capital cost estimates (equivalent to AACE Class 5) for up to three (3) raw water supply strategies identified during the workshop.

### **205 – Raw Water Master Plan Report**

A Raw Water Master Plan report will be prepared based on the activities, results, and recommendations from the previous tasks. A draft report will be provided to the Town for review and comment. HDR will incorporate the Town’s comments into a final report. Three (3) hardcopies and (1) electronic copy of the draft and final reports will be provided.

#### **ASSUMPTIONS:**

- Raw water supply portfolio information will be made available by the Town and the Town’s attorney.
- Surveys of existing raw water supply infrastructure will not be conducted; data gaps will be filled by data provided by the Town.

- The Town will determine the planning horizon for the raw water supply vs. demand analysis.
- Previous yield studies completed by the Town will be provided to HDR.

**MEETINGS:**

- Site visit in June 2016 to assess the raw water supply portfolio
- Facilitated four (4) hour strategic planning session with PWD staff

**DELIVERABLES:**

- Consolidated spreadsheet summarizing raw water supply portfolio information, yield analysis, and supply vs. demand analysis.
- New GIS layers to document raw water supply portfolio information
- Draft and Final Raw Water Master Plan reports - two (2) hardcopies and one (1) electronic copy

## **Task 300 – Water Distribution Model Update**

HDR will update the Towns' WaterGEMS hydraulic model representing the existing distribution system using GIS and SCADA data. The model will be validated using SCADA information and new field data collected by the Town as part of this project.

### **301 – Collect and Review GIS and Facility Data**

HDR will coordinate with the Town for collecting GIS and facility data as necessary for the project. HDR will provide a brief data request memo to the Town with the expectation that the majority of the data will be received within two weeks of the request. The data will include items such as: standard operating procedures, billing use data with service addresses, hydrant test results, and the SCADA information showing production at the treatment plant. Upon receipt, HDR will review the information to identify whether additional information is needed to complete the model calibration.

### **302 – Update Existing Hydraulic Model**

HDR will evaluate and update the existing model based on the most recent GIS information available and recent distribution system improvements. HDR will check the connectivity and data within GIS for modeling purposes. An update of the model elevations will be completed based on the best source of evaluation data available at that time. Pump curves, valve settings, and system supply inputs will be updated as required.

### **303 – Develop and Run Model Scenarios**

HDR will allocate apparent existing demands within the model using the latest available billing information and service addresses connected to parcels. Allocation of demands will

be from parcel centroids to the nearest model junction. Diurnal patterns for the maximum day and minimum month will be developed from the Town's SCADA information. The following scenarios will be added to the model for both the existing and future conditions:

- Minimum month scenario to assess water age
- Maximum day scenarios to assess fire flow availability and peak hour pressure

In addition, HDR will evaluate the impact on water age and available fire flow for up to three (3) additional alternatives developed through discussions with the Town during the kickoff workshop.

### **304 - Identify Water Distribution System Projects**

Based on the results of the validated model, HDR will identify system constraints and recommend projects necessary to address storage capacity, fire flow capacity, apparent hydraulic bottlenecks, pressure zone operation, and the impact of future demands for scenarios identified by the Town. Distribution system CIP projects will be coordinated with the Raw Water Master Plan CIP projects such that they will complement each other. Cost estimates will not be provided for the distribution system projects.

### **305 – Distribution System Technical Memorandum**

A Water Distribution Model Update Technical Memorandum (TM) will be prepared based on the activities, results, and recommendations from the previous tasks. A draft TM will be provided to the Town for review and comment. HDR will incorporate the Town's draft comments into a final TM deliverable. Two (2) hardcopies and one (1) electronic copy of the draft and final TMs will be provided.

#### **ASSUMPTIONS:**

- Field measurement data will be collected by the Town
- SCADA information for water production and tank levels will be provided at a minimum of a one hour interval
- Locations and consumption for future water demands will be provided by the Town
- Up to three (3) additional scenarios will be identified by the Town for evaluation

#### **MEETINGS:**

- Two (2) meetings at HDR's Denver office or via teleconference to coordinate model scenarios with Town staff and to discuss distribution system improvements and operational data

#### **DELIVERABLES:**

- Field Data Collection memorandum

- Final WaterGEMS Model
- Draft and Final Technical Memorandum – two (2) hard copies and one (1) electronic copy

## **Task 400 – Collection System Evaluation**

The purpose of the collections system evaluation is to assist the Town in evaluating the existing collection system with a focus on analyzing the Town’s trunk sewer south of Highway 6 between E Anemone Trail and Summit Place.

### **401 – Field Data Collection and Flow Monitoring Plan**

HDR will coordinate with the Town for collecting GIS and facility data as necessary for the project. HDR will provide a brief data request memo to the Town with the expectation that the majority of the data will be received within two weeks of the request. The data will include items such as flow meter data from the JSA flow meter vault, Gold Run lift station pump curves, wet well dimensions, and level gauge records. The memo will outline flow monitoring recommendations for locating a temporary flow monitor(s) and recommended monitoring period.

### **402 – Evaluate Existing Collection System**

HDR will create a steady-state model of the Town’s collection system from data collected in Task 401. The base sanitary loads will be determined from water use collected in Task 301. Base infiltration and a peaking factor will be calculated from flow monitoring data and applied globally over the system. The model results will be used to determine the remaining capacity in the trunk sewer south of Highway 6 as well as other modeled pipes and make recommendations for improvements to deficient pipes in the collection system.

### **403 – Collection System Technical Memorandum**

A Collection System Evaluation Technical Memorandum (TM) will be prepared based on the activities, results, and recommendations from the previous tasks. A draft TM will be provided to the Town for review and comment. HDR will incorporate the Town’s draft comments into a final TM deliverable. Two (2) hardcopies and one (1) electronic copy of the draft and final TMs will be provided.

#### **ASSUMPTIONS:**

- Field measurement data including flow monitoring will be collected by the Town
- Pipe inverts and diameters will be provided by the Town in GIS shapefiles or a geodatabase.
- Existing pipes and manholes will not be reviewed in comparison with record or design drawings to determine hydraulic properties.



- An allowance of 40 hours for modeling efforts is provided for the Town’s discretion with evaluating collection system conditions.

**MEETINGS:**

- Two (2) meetings at HDR’s Denver office or via teleconference to coordinate model scenarios with Town staff and to discuss distribution system improvements and operational data

**DELIVERABLES:**

- Field Data Collection and Flow Monitoring Plan memorandum
- Final SewerGEMS Model
- Draft and Final Technical Memorandum – two (2) hard copies and one (1) electronic copy

**Schedule**

The attached schedule outlines milestones and deliverables proposed for completing the work. Assuming a notice to proceed in June, the estimated duration to complete the tasks is from June 2016 through October 2016.

**Project Budget**

The above scope of work will be completed for a not-to-exceed engineering budget estimate of \$88,790 billed hourly along with direct expenses. The tables below provide a breakdown of the fee based on proposed tasks with estimated hours per task.

Task	Labor Hours	Budget
100 – Project Coordination	35	\$5,995
200 – Raw Water Master Plan	373	\$59,640
300 – Water Distribution System Update	104	\$14,800
400 – Collection System Evaluation	50	\$7,130
Direct Expenses*	--	\$1,220
<b>Project Total</b>	<b>562</b>	<b>\$88,790</b>



ENGINEERING SERVICES FEE SUMMARY 2016 Raw Water Master Plan, Distribution System Model Update, and Collection System Evaluation	Project Manager	Water Resources Project Lead	Staff WR Engineer	Sr. WR Engineer	Project Engineer	Sr. GIS Specialist	QA/QC	Acctg/ Admin	Admin Support	Total Hours and Labor Budget	Direct Expenses	Total Budget
	Daw	Cook	Fleckenstein	Swift	Hegedus	Wheeler	Dwyer/Wood	Bradley	Velasquez			
	2016 Billing Rate	\$ 212	\$ 215	\$ 124	\$ 179	\$ 135	\$ 140	\$ 225	\$ 107			
<b>Project Coordination</b>												
Prepare Project Management Plan	3									3	\$ 50	\$ 686
Kickoff Meeting	4	2	2		2					10	\$ 110	\$ 1,906
Coordination Meetings (2)	3	4	2		4					13	\$ 160	\$ 2,444
Monthly Invoicing	3							6		9	\$ 25	\$ 1,303
Subtotal Hours	13	6	4	0	6	0	0	6	0	35		
Subtotal Cost	\$ 2,756	\$ 1,290	\$ 496	\$ -	\$ 810	\$ -	\$ -	\$ 642	\$ -	\$ 5,994	\$ 345	\$ 6,339
<b>Task 200 Raw Water Master Plan</b>												
Inventory of Existing Raw Water Sources	1	20	36				1			58	\$ 150	\$ 9,351
Yield Analysis of Raw Water Sources	1	24	48	14			1			88	\$ 75	\$ 14,130
Raw Water Supply vs Demand Analysis	1	6	24		6		1			38	\$ 75	\$ 5,588
Development of Raw Water Supply Strategies	6	36	48	12	6		1			109	\$ 300	\$ 18,447
Raw Water Master Plan Report	2	24	40	8			2		4	80	\$ 125	\$ 12,851
Subtotal Hours	11	110	196	34	12	0	6	0	4	373		
Subtotal Cost	\$ 2,332	\$ 23,650	\$ 24,304	\$ 6,086	\$ 1,620	\$ -	\$ 1,350	\$ -	\$ 300	\$ 59,642	\$ 725	\$ 60,367
<b>Task 300 Water Distribution System (DS) Model Update</b>												
Collect and Review GIS & Facility Data	1				8	8				17	\$ -	\$ 2,412
Update Existing/Develop New Hydraulic Model	1				24					25	\$ -	\$ 3,452
Develop and Run Model Scenarios	1				24					25	\$ 25	\$ 3,477
Identify Water Distribution CIP Projects	1				8		2			11	\$ -	\$ 1,742
Distribution System Technical Memorandum	2				16	4	2		2	26	\$ 50	\$ 3,794
Subtotal Hours	6	0	0	0	80	12	4	0	2	104		
Subtotal Cost	\$ 1,272	\$ -	\$ -	\$ -	\$ 10,800	\$ 1,680	\$ 900	\$ -	\$ 150	\$ 14,802	\$ 75	\$ 14,877
<b>Task 400 Collection System (CS) Evaluation</b>												
Field Data Collection and Flow Monitoring Plan	1				4	2				7	\$ 25	\$ 1,057
Evaluate Existing Collection System	1				20					21	\$ -	\$ 2,912
Collection System Technical Memorandum	2				16		2		2	22	\$ 50	\$ 3,234
Subtotal Hours	4	0	0	0	40	2	2	0	2	50		
Subtotal Cost	\$ 848	\$ -	\$ -	\$ -	\$ 5,400	\$ 280	\$ 450	\$ -	\$ 150	\$ 7,128	\$ 75	\$ 7,203
<b>TOTAL HOURS</b>	<b>34</b>	<b>116</b>	<b>200</b>	<b>34</b>	<b>138</b>	<b>14</b>	<b>12</b>	<b>6</b>	<b>8</b>	<b>562</b>		<b>562</b>
<b>TOTAL COST</b>	<b>\$ 7,208</b>	<b>\$ 24,940</b>	<b>\$ 24,800</b>	<b>\$ 6,086</b>	<b>\$ 18,630</b>	<b>\$ 1,960</b>	<b>\$ 2,700</b>	<b>\$ 642</b>	<b>\$ 600</b>	<b>\$ 87,570</b>	<b>\$ 1,220</b>	<b>\$ 88,790</b>





PROJECT SCHEDULE		Jun		July				Aug				Sep				Oct							
		6/6	6/13	6/20	6/27	7/4	7/11	7/18	7/25	8/1	8/8	8/15	8/22	8/29	9/5	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31
<b>Project Coordination</b>																							
	Kickoff Meeting		◆																				
	Coordination Meetings (2)							◆						◆									
<b>Task 200 Raw Water Master Plan</b>																							
	Inventory of Existing Raw Water Sources				■	■	■	■															
	Yield Analysis of Raw Water Sources							■	■	■													
	Raw Water Supply vs Demand Analysis									■	■												
	Development of Raw Water Supply Strategies												◆	■	■	■	■						
	Raw Water Master Plan Report																	■	■	■	■	◆	
<b>Task 300 Water Distribution System (DS) Model Update</b>																							
	Collect and Review GIS & Facility Data				■	■																	
	Update Existing/Develop New Hydraulic Model						■	■															
	Develop and Run Model Scenarios							■	■														
	Identify Water Distribution CIP Projects									◆	■	◆											
	Distribution System Technical Memorandum											■	■	■	■								
<b>Task 400 Collection System (CS) Evaluation</b>																							
	Field Data Collection and Flow Monitoring Plan				■	■	■	■	■	■	■	■	■	■									
	Evaluate Existing Collection System													■	■	■	■						
	Collection System Technical Memorandum																◆	■	■	■	◆		

**Town of Dillon**  
**Contracts/License Agreements/Leases**  
**Signed by Town Manager**  
**All contracts listed below are included in the 2016 budget.**  
**June 1 – June 30, 2016**

Ceres Plus	Park and Amenity Sign Concepts Consulting Agreement	\$6,000

Thank You



Thank you so much  
for the \$500.00!  
It means alot to be  
chosen!

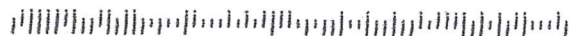
-Natalie

Natalie Imamura  
93A Ensign Dr Unit A  
Dillon, CO 80435



Town of Dillon  
PO BOX 8  
Dillon CO, 80435

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JUNE 10, 2016  
Town of Dillon  
Town of Dillon 2016 Scholarship  
PO Box 8, 275 Lake Dillon Drive  
Dillon, Colorado 80435

Dear Kevin Burns and the town of Dillon,  
I am writing to thank you for taking me  
into consideration for awarding me the Town of  
Dillon Scholarship in the amount of \$1,000.00  
I am very thankful for your generous gift.

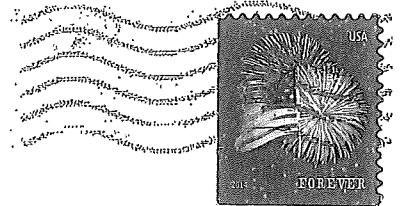
I will use this scholarship provided to help  
cover my expenses during my 2 years at  
Colorado Mountain College in Breckridge. I will  
then transfer to the University of Colorado Colorado  
Springs to study Physical Therapy. Thanks  
to your generous organization I will be able to  
achieve this.

Again thank you for awarding me the Town of  
Dillon 2016 Scholarship. Thank you for helping  
students like me reach their goals and aspirations  
sincerely,  
Alan Mendez

Alan Mendez  
P.O. Box 5530  
Dillon, CO 80435

DENVER CO 802

JUN 10 2016 PM 7:1



Town of Dillon  
P.O. Box 8, 275 Lake Dillon Drive  
Dillon, CO 80435

Thank You

