

**TOWN OF DILLON
TOWN COUNCIL**

REGULAR MEETING

**Town Hall Council Chambers
7:00 p.m.
Tuesday, July 19, 2016**



AGENDA

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of Consent Agenda
 - a. Minutes of Regular Meeting of July 5, 2016
 - b. Approval of Bill List and Payroll Ledger
 - c. Approval of Special Events Liquor Permit – Adaptive Action Sports at the Dillon Amphitheatre
4. Citizen Comments
5. Consideration of Ordinance 08-16, Series of 2016
First Reading
AN ORDINANCE OF THE TOWN OF DILLON, COLORADO, AMENDING CHAPTER 16, “ZONING,” ARTICLE XI, “SIGN REGULATIONS,” SECTION 16-11-20 “DEFINITIONS,” AND SECTION 16-11-50 “EXEMPTIONS,” OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO, FOR THE PURPOSES OF ADDING PROVISIONS FOR DONATION AND SPONSORSHIP SIGNAGE; AND, SETTING FORTH DETAILS IN RELATION THERETO.
6. Consideration of Resolution 34-16, Series of 2016
A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A CONTRACT WITH COLUMBINE HILLS CONCRETE, INC. FOR THE 2016 FALL AMPHITHEATRE IMPROVEMENTS PROJECT; 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

7. Consideration of Resolution 35-16, Series of 2016
A RESOLUTION OF THE TOWN OF DILLON AUTHORIZING A TABOR ELECTION ON NOVEMBER 8, 2016, FIXING THE BALLOT TITLE AND QUESTION, AND SETTING FORTH OTHER DETAILS RELATING THERETO.
8. Consideration of Resolution 36-16, Series of 2016
A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO AN ENCROACHMENT LICENSE AGREEMENT AUTHORIZING HOAGLAND REVOCABLE TRUST, THE OWNERS OF 317 TENDERFOOT STREET, MORE SPECIFICALLY KNOWN AS LOT 12, BLOCK K OF THE NEW TOWN OF DILLON SUBDIVISION, DILLON, COLORADO, TO BUILD A PORTION OF A TIMBER LANDSCAPING WALL ON THE TOWN'S UTILITY EASEMENT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID ENCROACHMENT LICENSE AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.
9. Consideration of Resolution 37-16, Series of 2016
A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO AN ENCROACHMENT LICENSE AGREEMENT AUTHORIZING LEONARD T. AND CHRSTINE I. SZMURLO, THE OWNERS OF 11 CORINTHIAN CIRCLE, MORE SPECIFICALLY KNOWN AS LOT 1A, BLOCK 1 OF THE CORINTHIAN HILL SUBDIVISION, DILLON, COLORADO, TO LOCATE A HOT TUB ON THE TOWN'S UTILITY EASEMENT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID ENCROACHMENT LICENSE AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.
10. Town Manager's Update
11. Mayor's Update
12. Adjournment

RECORD OF PROCEEDINGS

**TOWN OF DILLON
TOWN COUNCIL
REGULAR MEETING**

Tuesday, July 5, 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, July 5, 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: Tom Breslin, Town Manager; Carri McDonnell, Finance Director; Mark Heminghous, Police Chief; Scott O'Brien, Public Works Director; and Jo-Anne Tyson, Town Clerk.

APPROVAL OF AGENDA

Mayor Burns reported that agenda item # 5, Swearing in of new Police Officer Logan Van Duzer, will be moved to the item prior to agenda item # 8, Witness Recognition for the Kidnapping Case in 2015.

APPROVAL OF CONSENT AGENDA

Council Member Westerberg moved to approve the following consent agenda:

- a. Minutes of Regular Meeting of June 21, 2016
- b. Approval of Bill List dated July 1, 2016 in the amount of \$209,237.22 and Payroll Ledger dated June 24, 2016 in the amount of \$81,950.69.

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

CITIZEN COMMENTS

Andy Carle, 110 LaBonte Street, encouraged Council to keep consideration of what Town citizens desire in relation to the Dillon Amphitheatre improvements.

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.

Town Manager Tom Breslin stated that this Third Amended Intergovernmental Agreement presents several housekeeping matters updating the first two Intergovernmental Agreements between the Towns of Breckenridge, Dillon, Frisco, Montezuma and Summit County Government. It also proposes several changes which include the authorization of a new sales tax

of up to .6% for affordable housing purposes, authorizing each member to appoint an alternate director with voting privileges as its proxy at Board of Directors meetings, establishing a standard affordable housing restrictive covenant/deed restriction for future affordable housing projects, and 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.

Council Member Barchers moved to approve Resolution No. 32-16, Series of 2016. Council Member Bailey seconded the motion which passed unanimously upon roll call vote.

CONSIDERATION OF 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.

Public Works Director Scott O'Brien reported that this resolution is requesting approval of a consulting agreement with HDR Inc. 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. The project will be funded out of the Water Plant Investment Fund and Sewer Plant Investment Fund in the amount of \$88,790.00. The source water master plan will provide a summary of water rights and conditional uses, evaluating alternatives for implementing water rights for supply or augmentation purposes, and identify potential capital projects to route water to meet the Town's future needs. The distribution system update will reflect changes constructed since 2007 and are expected 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 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, Summit Place and additional areas of interest, if deemed applicable.

Council Member Bailey moved to approve Resolution No. 33-16, Series of 2016. Council Member Skowyra seconded the motion which passed unanimously upon roll call vote.

SWEARING IN OF NEW POLICE OFFICER LOGAN VANDUZER

Police Chief Mark Heminghaus read the Dillon Police Department's Mission Statement to Mr. Van Duzer. Town Clerk Jo-Anne Tyson administered the Oath of Office to newly-appointed Police Officer Logan Van Duzer.

WITNESS RECOGNITION FOR THE KIDNAPPING CASE IN 2015

Chief Heminghaus awarded Manuel Hernandez the Knights of Justice "Act of Valor" award in recognition of his honorable apprehension of a suspect in a kidnapping case in 2015. District Attorney Bruce Brown, Prosecuting Attorney John Franks, County

Commissioner Karn Stiegelmeier and Mayor Burns congratulated Mr. Hernandez on his act of bravery and commented that Summit County is proud to have him as a community member.

TOWN MANAGER'S UPDATE

Town Manager Tom Breslin gave an update to Council at the Work Session earlier in the evening.

MAYOR'S REPORT:

Mayor Burns did not have a report.

ADJOURNMENT:

There being no further business, Mayor Burns declared the meeting adjourned at 7:22 p.m.

Respectfully submitted by:



Jo-Anne Tyson, CMC/MMC, Town Clerk

DRAFT

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
289	JOINT SEWER AUTHORITY	070716	3rd qtr 2016 EQR billing	07/07/2016	113,046.45	.00	
333	PEAK PERFORMANCES	1234	band fee	07/01/2016	11,893.33	11,893.33	07/08/2016
289	JOINT SEWER AUTHORITY	070716	3rd qtr 2016 EQR billing	07/07/2016	7,426.20	.00	
16	A-PEAK, INC.	13211	asphalt repairs	06/30/2016	5,500.00	.00	
3934	MOUNTAIN BEVERAG COMPAN	W-755520	BEER AND CUPS AMPHITHEAT	06/29/2016	4,564.50	4,564.50	07/06/2016
3504	Rower Aviation Inc	070616	2016 Air Show Expenses	07/06/2016	4,474.03	4,474.03	07/06/2016
716	COLORADO MOUNTAIN NEWS	100309606301	misc ads 6/1-6/30/16	06/30/2016	4,055.00	.00	
174	MARK R SHAPIRO PC	063016	Professional Services	06/30/2016	3,788.50	.00	
2682	Mountain Grown Gardens	3804	balance of account	07/07/2016	3,376.60	.00	
2682	Mountain Grown Gardens	3804	balance of account	07/07/2016	3,376.59	.00	
3832	Barco Products	61600585	2-tone rcycl	07/06/2016	3,291.89	.00	
199	BRP US INC	4176697	fall oil program & finance charge	06/01/2016	2,976.76	.00	
16	A-PEAK, INC.	2016 ASPHAL	2016 Asphalt Overlay Final	07/06/2016	2,500.00	2,500.00	07/06/2016
2927	Lyons Gaddis	063016	acct 5349-0000M statement 226	06/30/2016	2,344.41	.00	
2800	ACORN PETROLEUM INC	780975	fuel	06/17/2016	2,338.55	.00	
2791	XCEL ENERGY 1140601	628274361-31	300030506	07/05/2016	2,325.18	2,325.18	07/15/2016
1058	Wofford Electric	2016-046	electric work Dillon Marina	06/14/2016	2,261.88	2,261.88	07/08/2016
3218	Betone LLC	TH PARKING F	Final Payment-Town Hall Parking	07/06/2016	2,212.00	2,212.00	07/06/2016
1250	SUMMIT NET TREKKER	3872	asset management,monitoring an	07/01/2016	2,077.21	.00	
3664	Zenner Performance	3328	hosting services 6/1/16-5/31/17	05/31/2016	2,052.00	.00	
16	A-PEAK, INC.	2016 REC PAT	2016 Rec Path Final	07/06/2016	2,000.00	2,000.00	07/06/2016
3936	Two Parts LLC	1607	Lake Dillon Marketing Package	07/05/2016	2,000.00	2,000.00	07/08/2016
2800	ACORN PETROLEUM INC	782437	fue	06/27/2016	1,997.80	.00	
3013	North Line GIS LLC	1378	Leica Zeno 20 GPS, 1 year smart	07/07/2016	1,977.62	.00	
3807	Green Mt. Promotions	2249-16	Logoed tasters for beer fest	06/06/2016	1,688.85	1,688.85	07/15/2016
1250	SUMMIT NET TREKKER	3872	asset management,monitoring an	07/01/2016	1,597.86	.00	
2800	ACORN PETROLEUM INC	781132	fuel	06/20/2016	1,511.41	.00	
3013	North Line GIS LLC	1378	Leica Zeno 20 GPS, 1 year smart	07/07/2016	1,483.85	.00	
1157	MOUNTAIN STATES EMPLOYE	103473	membership dues	06/28/2016	1,300.00	.00	
3013	North Line GIS LLC	1378	Leica Zeno 20 GPS, 1 year smart	07/07/2016	1,195.00	.00	
3013	North Line GIS LLC	1378	Leica Zeno 20 GPS, 1 year smart	07/07/2016	1,195.00	.00	
2674	Browns Hill Engineering	11577	SCADA lease agreement Aug 20	07/01/2016	1,172.50	.00	
2674	Browns Hill Engineering	11577	SCADA lease agreement Aug 20	07/01/2016	1,172.50	.00	
716	COLORADO MOUNTAIN NEWS	100309606301	misc ads 6/1-6/30/16	06/30/2016	1,163.25	.00	
2800	ACORN PETROLEUM INC	782182	fuel	06/24/2016	1,146.74	.00	
3939	SIGNTECH	070716	Trail Signs	07/07/2016	1,070.00	.00	
3934	MOUNTAIN BEVERAG COMPAN	756096	concert concession	07/06/2016	1,055.00	.00	
174	MARK R SHAPIRO PC	063016	Professional Services	06/30/2016	1,054.50	.00	
2800	ACORN PETROLEUM INC	782179	fuel	06/24/2016	1,016.76	.00	
3813	Baker-Colorado Publishing	8597	3rd page ad july 2016	06/29/2016	1,000.00	.00	
3937	FarView Horse Rescue	070516	concert sponsor	07/05/2016	1,000.00	1,000.00	07/08/2016
3013	North Line GIS LLC	1378	Leica Zeno 20 GPS, 1 year smart	07/07/2016	998.53	.00	
333	PEAK PERFORMANCES	1234	band fee	07/01/2016	982.12	982.12	07/08/2016
1897	Mountain Striping Co.	16-091	Town of Dillon striping	07/02/2016	961.85	.00	
1897	Mountain Striping Co.	16-095	Lake Dillon Dr, tenderfoot	07/02/2016	940.48	.00	
444	Century Link	970468047088	970 468 0471 088	07/01/2016	901.36	.00	
716	COLORADO MOUNTAIN NEWS	100309606301	misc ads 6/1-6/30/16	06/30/2016	834.75	.00	
1589	Sanitary Supply Corp Inc	102336	sanitary supplies	06/24/2016	819.52	.00	
2800	ACORN PETROLEUM INC	780908	fuel	06/16/2016	799.01	.00	
1897	Mountain Striping Co.	16-038	La Bonte	05/27/2016	790.00	.00	
3922	Curb to Compost	B-16-005	bal due from invoice 16-005	07/05/2016	750.00	.00	
2790	XCEL ENERGY 1012864	628073474	street lights	07/01/2016	646.25	646.25	07/15/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1250	SUMMIT NET TREKKER	3872	asset management,monitoring an	07/01/2016	639.14	.00	
2791	XCEL ENERGY 1140601	628274408-31	300069706	07/05/2016	631.89	631.89	07/15/2016
716	COLORADO MOUNTAIN NEWS	100309606301	misc ads 6/1-6/30/16	06/30/2016	615.00	.00	
449	WALMART COMMUNITY BRC	061316	supplies	06/13/2016	612.00	.00	
1897	Mountain Striping Co.	16-091	Town of Dillon striping	07/02/2016	608.93	.00	
716	COLORADO MOUNTAIN NEWS	100309606301	misc ads 6/1-6/30/16	06/30/2016	607.50	.00	
822	COLORADO TENTS & EVENTS	053016	stage, tables & Chairs Linens	05/30/2016	597.57	597.57	07/08/2016
641	The LIGHTHOUSE	265778	LED lighthead	07/01/2016	559.60	.00	
2674	Browns Hill Engineering	11640	service work June 30-July 01 2016	07/08/2016	552.00	.00	
3727	Street Media Group LLC	541861	bus exterior	06/27/2016	535.00	.00	
3727	Street Media Group LLC	541861	bus exterior	06/27/2016	535.00	.00	
338	VERIZON WIRELESS	9767808632	271567035-00001	06/28/2016	518.28	.00	
2765	The Key People Co.	40716169	july cleaning	07/01/2016	510.00	.00	
421	LAKE DILLON PRESCHOOL	070516	concert sponsor	07/05/2016	500.00	500.00	07/08/2016
2826	Dillon Business Association	070516	Concert sponsor	07/05/2016	500.00	500.00	07/08/2016
614	CASELLE INC	74098	Contract Support & maintenance	07/01/2016	498.00	.00	
3931	Southern Wine & Spirits of Colora	1265518	concert wine	07/07/2016	489.23	.00	
1232	TIMBERLINE DISPOSAL LLC	65113	Month service	07/01/2016	485.00	.00	
822	COLORADO TENTS & EVENTS	7/4/16	90 chairs white padded folding	07/04/2016	479.79	479.79	07/08/2016
1232	TIMBERLINE DISPOSAL LLC	65497	Month service	07/01/2016	460.00	.00	
204	PEAK PERFORMANCE COPIER	070516	meter billing	07/05/2016	453.00	.00	
39	CARQUEST AUTO PARTS	514809	btry platm agm atocf	06/21/2016	447.34	.00	
2791	XCEL ENERGY 1140601	628273274-31	300073131	07/05/2016	446.13	446.13	07/15/2016
266	USA BLUE BOOK	986447	HYP0 rotary Drum, hardness buff	06/23/2016	425.02	.00	
1589	Sanitary Supply Corp Inc	102618	sanitary supplies	07/06/2016	405.36	.00	
1147	Gregory Door & Window CO	39193	install new screws cut down door	07/05/2016	404.94	.00	
1589	Sanitary Supply Corp Inc	102618	sanitary supplies	07/06/2016	400.00	.00	
2078	COLORADO ACTIVITY CENTER	21237	distribution August	07/01/2016	400.00	.00	
716	COLORADO MOUNTAIN NEWS	100309604301	farmers mkt	04/30/2016	390.00	.00	
444	Century Link	970468510099	970 468 5100 991	06/28/2016	389.09	.00	
2800	ACORN PETROLEUM INC	783688	fuel	06/30/2016	388.89	.00	
2791	XCEL ENERGY 1140601	628272728	304127097	07/05/2016	385.03	385.03	07/15/2016
3357	Lowes	16171	misc supplies, mulch	06/24/2016	376.99	.00	
891	SUMMIT AUTO SERVICES INC	18684	repairs	07/06/2016	372.00	.00	
1232	TIMBERLINE DISPOSAL LLC	65112	cust id 1151	07/01/2016	359.00	.00	
1232	TIMBERLINE DISPOSAL LLC	65112	1151	07/01/2016	359.00	.00	
338	VERIZON WIRELESS	9767808632	271567035-00001	06/28/2016	358.74	.00	
3618	High Country Waterworks, LLC	070416	backflow test	07/04/2016	320.00	.00	
1250	SUMMIT NET TREKKER	3872	asset management,monitoring an	07/01/2016	319.57	.00	
1250	SUMMIT NET TREKKER	3872	asset management,monitoring an	07/01/2016	319.57	.00	
1250	SUMMIT NET TREKKER	3872	asset management,monitoring an	07/01/2016	319.57	.00	
3363	Snowflake Studio	062416	audio engineering service	06/24/2016	300.00	300.00	07/08/2016
3363	Snowflake Studio	070216	audio engineering service	07/02/2016	300.00	300.00	07/08/2016
1322	Chimayo Grill	101	brewer meal vouchers redeemed	06/18/2016	290.00	290.00	07/08/2016
3629	BSN Sports	98017863	pickleball net	06/29/2016	280.78	.00	
3357	Lowes	16094	6 ft picnic table	06/24/2016	279.30	.00	
3107	MailFinance	6005909	coverage 4/27-Jul/26/16	06/25/2016	273.18	273.18	07/15/2016
199	BRP US INC	3703140	bossweb service charge july,aug,	06/24/2016	270.00	.00	
80	DALANDZ OF COLORADO	6423	embroidery caps	07/01/2016	265.72	.00	
3652	Always Mountain Time	1160661679	air show	06/19/2016	255.00	.00	
3652	Always Mountain Time	1160661681	Air show	06/19/2016	255.00	.00	
2917	Randall McKinnon	247363	Farmers Market 7/29/16	06/30/2016	250.00	250.00	07/15/2016
716	COLORADO MOUNTAIN NEWS	466331806301	backyard 2016	06/30/2016	247.00	.00	
444	Century Link	1380297969	acct 79537073	06/30/2016	230.48	.00	
3653	John Deere Financial	C41917	post pounder, 100 gal rectangular	06/23/2016	219.99	.00	
3653	John Deere Financial	C39843	barrel	06/17/2016	219.93	.00	
2791	XCEL ENERGY 1140601	628275456-31	300132330	07/05/2016	219.02	219.02	07/15/2016
3672	Whitehall's Alpine BG	2001796	extended life synthetic moa	07/11/2016	217.85	.00	

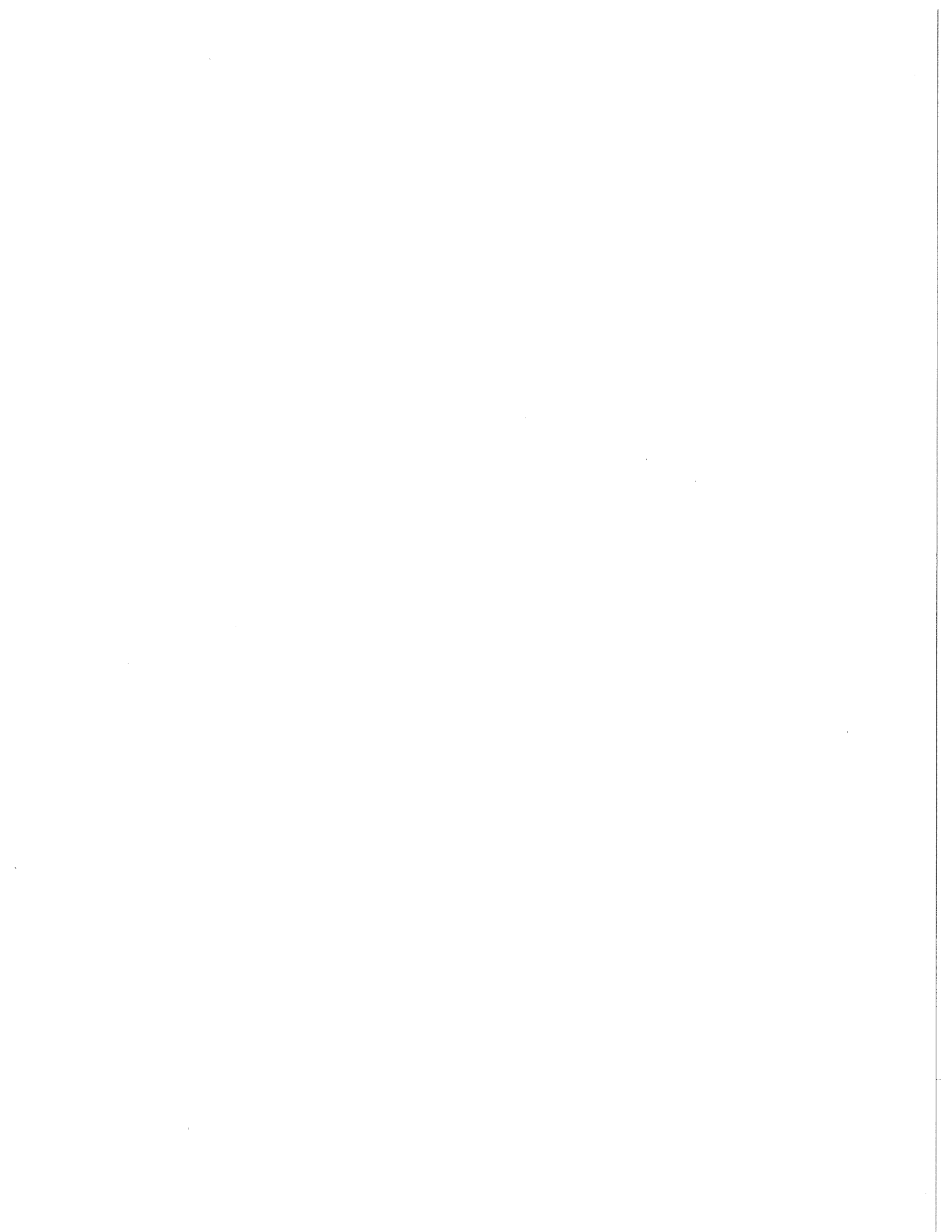
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
338	VERIZON WIRELESS	9767808632	271567035-00001	06/28/2016	214.64	.00	
39	CARQUEST AUTO PARTS	515043	marine enhanced deep cycle	06/23/2016	214.18	.00	
338	VERIZON WIRELESS	9767808632	271567035-00001	06/28/2016	211.63	.00	
2874	AFLAC WORLDWIDE HEADQUA	829436	A3W23 Insurance	07/15/2016	208.44	208.44	07/15/2016
716	COLORADO MOUNTAIN NEWS	100309606301	misc ads 6/1-6/30/16	06/30/2016	202.50	.00	
3653	John Deere Financial	C39843	barrel	06/17/2016	200.00	.00	
3357	Lowe's	2316	genie master remote	06/07/2016	199.46	.00	
3357	Lowe's	16322	cedar tub planter	06/17/2016	199.36	.00	
2791	XCEL ENERGY 1140601	628274881	300085865	07/05/2016	197.74	197.74	07/15/2016
539	INNERMOUNTAIN DISTRIBUTIN	1622493	marina store inventory	07/05/2016	194.73	.00	
3424	KEVIN BURNS	070116	Mileage/Reimbursement	07/01/2016	183.91	183.91	07/06/2016
39	CARQUEST AUTO PARTS	515046	btry platm agm atocf	06/23/2016	182.80	.00	
141	INTERNATIONAL INSTITUTE OF	062216	Membership fee - Jo-Anne Tyson	06/22/2016	180.00	.00	
266	USA BLUE BOOK	986447	HYP0 rotary Drum, hardness buff	06/23/2016	178.15	.00	
3357	Lowe's	7143	misc supplies	06/23/2016	173.17	.00	
199	BRP US INC	1116925	he/cable	06/23/2016	173.12	.00	
338	VERIZON WIRELESS	9767808632	271567035-00001	06/28/2016	170.24	.00	
3357	Lowe's	5495	misc supplies	06/10/2016	168.19	.00	
2791	XCEL ENERGY 1140601	628273861	304047878	07/05/2016	165.15	165.15	07/15/2016
225	Rocky Mnt Cabana Specialist	106592	site 6656	06/27/2016	160.00	.00	
1250	SUMMIT NET TREKKER	3872	asset management,monitoring an	07/01/2016	159.79	.00	
1250	SUMMIT NET TREKKER	3872	asset management,monitoring an	07/01/2016	159.79	.00	
2791	XCEL ENERGY 1140601	628274667	300126490	07/05/2016	158.73	158.73	07/15/2016
3777	United States Department of Trea	PCORI FEE	Form 720	12/31/2015	154.07	154.07	07/14/2016
123	GRAINGER INC	9156635188	misc supplies	07/01/2016	153.03	.00	
1050	P.O.S.T.	070516	Ryan Rice	07/05/2016	150.00	150.00	07/08/2016
493	HAYN ENTERPRISES	102563	stud rigging, stemball	06/17/2016	146.02	.00	
3653	John Deere Financial	C41321	trimmer mower	06/21/2016	133.33	.00	
3653	John Deere Financial	C41321	trimmer mower	06/21/2016	133.33	.00	
3653	John Deere Financial	C41321	trimmer mower	06/21/2016	133.33	.00	
3780	Infinity Certified Welding & Fabric	1382	Kobota Water Tank	07/13/2016	132.63	.00	
123	GRAINGER INC	9149878028	air release valve	06/24/2016	131.46	.00	
449	WALMART COMMUNITY BRC	062816	supplies	06/28/2016	124.45	.00	
338	VERIZON WIRELESS	9767808632	271567035-00001	06/28/2016	120.03	.00	
87	DILLON DAM BREWERY	4048	concert beer	07/02/2016	120.00	.00	
2791	XCEL ENERGY 1140601	628274704	302111909	07/05/2016	117.03	117.03	07/15/2016
2791	XCEL ENERGY 1140601	628273649	300188926	07/05/2016	113.33	113.33	07/15/2016
3409	Texas Child Support SDU	070816	00105116162005 ag 5778	07/08/2016	110.77	110.77	07/08/2016
930	United Reprographic Supply Inc	90735	contract CT 1394-04	06/23/2016	108.69	.00	
3357	Lowe's	05868	misc supplies	07/01/2016	108.27	.00	
2576	Fish-n-Map Company	32881	Dillon Rev /Green Mtn	06/29/2016	105.41	.00	
3363	Snowflake Studio	062516	audio engineering service	06/25/2016	100.00	100.00	07/08/2016
39	CARQUEST AUTO PARTS	513743	oil filter, refrigrmt, winter blade	06/13/2016	99.39	.00	
3940	Rocky Mtn. Water	15259	distiled water	07/01/2016	91.20	.00	
444	Century Link	970468385650	970 468 3856 508	06/22/2016	91.11	.00	
338	VERIZON WIRELESS	9767808632	271567035-00001	06/28/2016	90.70	.00	
3935	Pro Fusion	102	brewer meal vouchers redeemed	06/18/2016	90.00	90.00	07/08/2016
614	CASELLE INC	74098	Contract Support & maintenance	07/01/2016	88.00	.00	
614	CASELLE INC	74098	Contract Support & maintenance	07/01/2016	88.00	.00	
3357	Lowe's	6048	air filter, leatherman rebar	06/17/2016	85.78	.00	
3181	Colorado Analytical Lab, Inc.	160706019	total coliform	07/08/2016	85.10	.00	
2791	XCEL ENERGY 1140601	628273219	300044142	07/05/2016	80.71	80.71	07/15/2016
204	PEAK PERFORMANCE COPIER	070516	meter billing	07/05/2016	75.18	.00	
3653	John Deere Financial	C34709	all purpose tarep	05/31/2016	74.99	.00	
2791	XCEL ENERGY 1140601	628274566	300060414	07/05/2016	74.67	74.67	07/15/2016
2791	XCEL ENERGY 1140601	628274402-31	300029692	07/05/2016	73.90	73.90	07/15/2016
2791	XCEL ENERGY 1140601	628273102	300188661	07/05/2016	73.69	73.69	07/15/2016
2791	XCEL ENERGY 1140601	628273529-31	300124516	07/05/2016	72.25	72.25	07/15/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
39	CARQUEST AUTO PARTS	512944	blaster penetrating cat, connector,	06/07/2016	71.65	.00	
789	SUMMIT FORD	51195	headlamp, multi point inspection	07/05/2016	71.50	.00	
2791	XCEL ENERGY 1140601	628271246	300044141	07/05/2016	69.56	69.56	07/15/2016
3357	Lowes	8384	misc supplies	06/29/2016	69.48	.00	
3357	Lowes	7933	pro gas, self ignitting plumbers, sp	06/07/2016	65.02	.00	
3357	Lowes	7180	male adaptor, elbow, coupling cap	07/01/2016	61.92	.00	
2791	XCEL ENERGY 1140601	628273127	300140026	07/05/2016	61.31	61.31	07/15/2016
2791	XCEL ENERGY 1140601	628274140	300145637	07/05/2016	59.46	59.46	07/15/2016
101	ROBERT EVANS	071216	washed drive pin, ramset hamm	07/12/2016	57.60	57.60	07/15/2016
3357	Lowes	8301	hvy dty hndle	06/29/2016	56.99	.00	
3357	Lowes	2270	permnt asphalt	06/30/2016	53.12	.00	
3357	Lowes	2612	50lb permnt asphalt	06/08/2016	53.12	.00	
444	Century Link	970468771008	970 468 7710 089	06/28/2016	53.10	.00	
338	VERIZON WIRELESS	9767808632	271567035-00001	06/28/2016	52.44	.00	
39	CARQUEST AUTO PARTS	513749	winter blade, onyx beam blade	06/13/2016	50.40	.00	
444	Century Link	970468111039	970 468 1110 394	06/28/2016	50.09	.00	
3459	Walker's Bait II	35968	night crawlers	06/30/2016	49.50	.00	
444	Century Link	970468681537	970 468 6815 372	06/28/2016	48.03	.00	
2791	XCEL ENERGY 1140601	628273095	300060483	07/05/2016	47.86	47.86	07/15/2016
3357	Lowes	2086	misc supplies	06/21/2016	46.14	.00	
3357	Lowes	1738	permnt asphalt	06/30/2016	45.52	.00	
3357	Lowes	6228	fip bsh	06/03/2016	44.19	.00	
39	CARQUEST AUTO PARTS	513368	motor oil	06/10/2016	43.20	.00	
3357	Lowes	10568	preen grd wd prv	06/30/2016	42.69	.00	
199	BRP US INC	4176697	fall oil program & finance charge	06/01/2016	41.37	.00	
3357	Lowes	5264	pvc pipe, coupling pvc ball valve,	06/08/2016	40.86	.00	
3938	Ryan Rice	070516	fingerprints reimbursement	07/05/2016	40.09	40.09	07/08/2016
3032	Fastenal	27470	1 5/8 sh 12g 10'gr	06/07/2016	39.95	.00	
3357	Lowes	7740	smart seed fescue	06/06/2016	38.93	.00	
3653	John Deere Financial	C38916	poly float, spigot, leatherman wate	06/14/2016	37.44	.00	
755	SUMMIT COUNTY JOURNAL	12238693A	ad 12238693	07/15/2016	36.71	.00	
810	SUMMIT COUNTY WASTE FACI	371868	loose tonnage	06/23/2016	35.46	.00	
810	SUMMIT COUNTY WASTE FACI	371937	loose tonnage	06/24/2016	35.44	.00	
810	SUMMIT COUNTY WASTE FACI	372165	loose tonnage	06/27/2016	35.44	.00	
810	SUMMIT COUNTY WASTE FACI	371927	loose tonnage	06/24/2016	35.43	.00	
810	SUMMIT COUNTY WASTE FACI	372595	loose tonnage	06/30/2016	35.43	.00	
810	SUMMIT COUNTY WASTE FACI	369827	loose tonnage	06/06/2016	35.28	.00	
3653	John Deere Financial	C41917	post pounder, 100 gal rectangular	06/23/2016	34.99	.00	
3357	Lowes	7039	cap pvc , pipe	06/30/2016	34.19	.00	
2791	XCEL ENERGY 1140601	628272583	300133857	07/05/2016	33.71	33.71	07/15/2016
3357	Lowes	2876	white, yellow, cherry rustoleu, bru	06/05/2016	32.97	.00	
3653	John Deere Financial	C38916	poly float, spigot, leatherman wate	06/14/2016	31.98	.00	
3357	Lowes	7036	copper push tee, removal tool	06/30/2016	31.85	.00	
263	UNCC	21606276	RTL transmission	06/30/2016	31.46	.00	
3448	High Country Ice LLC	542756	ice	07/01/2016	30.00	.00	
39	CARQUEST AUTO PARTS	514005	med & Lg raven pwd, oil filter	06/15/2016	29.02	.00	
3357	Lowes	9746	fish fert	06/02/2016	28.06	.00	
3020	McAfee	950608599	monthly service	07/03/2016	27.50	.00	
3020	McAfee	950608599	monthly service	07/03/2016	27.50	.00	
3357	Lowes	5041	curona egrip scoop, trowel, bow r	06/15/2016	26.54	.00	
3357	Lowes	0348	3/8 psc x 1/4 mip	06/28/2016	26.18	.00	
3357	Lowes	7219	husquarna 22in crown cut, blade	06/15/2016	25.30	.00	
3357	Lowes	6946	kobalt shovel	06/09/2016	24.88	.00	
3357	Lowes	9212	smplgrn, terry towels	06/16/2016	24.62	.00	
3653	John Deere Financial	C39200	amine	06/15/2016	22.99	.00	
3357	Lowes	1877	white tape	06/22/2016	22.68	.00	
972	Kois Brothers Equipment Co	107033 A	freight for rebuild kit	06/09/2016	22.50	22.50	07/08/2016
3020	McAfee	950608599	monthly service	07/03/2016	22.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3514	Office Stuff Inc	107382-001	clipboard	07/05/2016	21.48	.00	
789	SUMMIT FORD	118978	anit freeze	07/01/2016	20.90	.00	
39	CARQUEST AUTO PARTS	512444	oil filter	06/03/2016	20.11	.00	
2791	XCEL ENERGY 1140601	628273451	300155553	07/05/2016	18.91	18.91	07/15/2016
3265	Grand Junction Pipe & Supply Co.	3387233	prv med plo, ins male adptr	06/02/2016	18.84	.00	
39	CARQUEST AUTO PARTS	513981	oil absorbent	06/15/2016	17.66	.00	
1994	ALSCO	697337	mat 800150	07/04/2016	17.53	.00	
3357	Lowes	1302	brass 4 way shutoff	06/27/2016	16.13	.00	
3357	Lowes	2430	40w t4 halo	07/01/2016	15.16	.00	
3357	Lowes	6930	misch plumbing	06/09/2016	13.80	.00	
3357	Lowes	7381	plastic epoxy	06/09/2016	12.33	.00	
2791	XCEL ENERGY 1140601	628274601	30062984	07/05/2016	11.99	11.99	07/15/2016
3653	John Deere Financial	C41473	drpow cord	06/21/2016	11.99	.00	
3511	Catamaran Insurance of Ohio Inc	062216	acct 257668 POO	06/22/2016	10.00	.00	
3357	Lowes	7553	misc supplies	06/28/2016	9.66	.00	
3357	Lowes	1955	gloss white rustoleu	06/15/2016	9.10	.00	
123	GRAINGER INC	91581857431	black pipe nipple threaded, elbow	06/27/2016	8.40	.00	
3357	Lowes	2133	quick connect set	06/21/2016	8.32	.00	
3357	Lowes	5783	triangle grill brush ladies & mens s	06/30/2016	7.95	.00	
39	CARQUEST AUTO PARTS	515193	bwp sydr fitting	06/24/2016	7.30	.00	
3357	Lowes	5905	3/8 psc x1/4mip	06/14/2016	6.73	.00	
3357	Lowes	6947	wire pulling lube	06/24/2016	6.63	.00	
3357	Lowes	1123	misc supplies	06/16/2016	5.86	.00	
3020	McAfee	950608599	monthly service	07/03/2016	5.50	.00	
3020	McAfee	950608599	monthly service	07/03/2016	4.13	.00	
3020	McAfee	950608599	monthly service	07/03/2016	4.12	.00	
3357	Lowes	6657	supplies	06/13/2016	3.98	.00	
39	CARQUEST AUTO PARTS	514005	med & Lg raven pwd, oil filter	06/15/2016	3.49	.00	
3020	McAfee	950608599	monthly service	07/03/2016	2.75	.00	
3020	McAfee	950608599	monthly service	07/03/2016	2.75	.00	
3020	McAfee	950608599	monthly service	07/03/2016	2.75	.00	
39	CARQUEST AUTO PARTS	514035	oil filter	06/15/2016	2.50	.00	
39	CARQUEST AUTO PARTS	513289	bwp fittings	06/09/2016	2.24	.00	
3357	Lowes	7109	pvc	06/08/2016	1.84	.00	
3357	Lowes	1999	button wall d2d	07/01/2016	1.57	.00	
2765	The Key People Co.	62416	fingerprinting	06/24/2016	72.00-	.00	
Grand Totals:					258,100.42	46,268.13	

.....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
7/8/2016

Payroll 07/08/16

Administration	\$	26,493.82
Council	\$	3,100.00
Planning/Engineering	\$	7,860.00
Police	\$	28,285.07
Public Works	\$	6,183.43
Buildings/Parks	\$	16,808.38
Street Improvement	\$	-
Water	\$	8,201.50
Sewer	\$	2,222.84
Marina	\$	<u>23,961.05</u>

Total Gross Payroll \$ 123,116.09

Less: Payroll Taxes \$ (23,262.61)

Less: Misc. Deductions \$ (15,881.16)

Net Payroll \$ 83,972.32

**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
JULY 19, 2016 COUNCIL MEETING**

Date: July 11, 2016

AGENDA ITEM NUMBER: 3c

ACTION TO BE CONSIDERED: Consideration of Approval to Use Town Owned Property – Dillon Amphitheatre

SUMMARY: Adaptive Action Sports has applied for a Special Events Permit to sell and serve alcohol at the Dillon Amphitheatre on August 16, 2016 from 3:30 p.m. to 11:00 p.m.

This request from the Adaptive Action Sports is only for permission to use the Dillon Amphitheatre property. The Town of Dillon's Optional Premise Liquor License will be "shut off" during the time of this event and "turned back on" at 11:01 p.m. on August 16, 2016.

BUDGET IMPACT: \$100.00, per the town's Special Event Fee of \$100/event

STAFF RECOMMENDATION/ACTION REQUESTED: Staff recommends approval for the Adaptive Action Sports to use the Dillon Amphitheatre property for the above-listed date and times.

MOTION, SECOND AND ROLL CALL VOTE FOR APPROVAL

This action requires the affirmative vote of a majority of the members present.

DEPARTMENT HEAD RESPONSIBLE: Jo-Anne Tyson, Town Clerk

APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT
AND ONE OF THE FOLLOWING (See back for details.)

- | | | |
|------------------------------------|--|--|
| <input type="checkbox"/> SOCIAL | <input checked="" type="checkbox"/> ATHLETIC | <input type="checkbox"/> PHILANTHROPIC INSTITUTION |
| <input type="checkbox"/> FRATERNAL | <input type="checkbox"/> CHARTERED BRANCH, LODGE OR CHAPTER | <input type="checkbox"/> POLITICAL CANDIDATE |
| <input type="checkbox"/> PATRIOTIC | <input type="checkbox"/> OF A NATIONAL ORGANIZATION OR SOCIETY | <input type="checkbox"/> MUNICIPALITY OWNING ARTS FACILITIES |
| <input type="checkbox"/> POLITICAL | <input type="checkbox"/> RELIGIOUS INSTITUTION | |

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

2110 MALT, VINOUS AND SPIRITUOUS LIQUOR ~~\$25.00 PER DAY~~

2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Adaptive Action Sports

State Sales Tax Number (Required)
65-1245737

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
(include street, city/town and ZIP)

PO BOX 850, Frisco, CO, 80443

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
(include street, city/town and ZIP)

**Dillon Amphitheatre
201 W. Lodgepole Street
Dillon, CO 80435**

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
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4. PRES./SECY OF ORG. or POLITICAL CANDIDATE Daniel Gale	9/04/75	103 Salomans LN, Silverthorne, 80498	760.846.1076
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5. EVENT MANAGER Mallory Gemlo	06/20/90	722 Creekside Dr, Frisco, CO, 80440	507.351.6685
--	-----------------	--	---------------------

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

NO YES TO WHOM? **Town of Dillon**

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED? Yes No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
8/16/16				
From 3:30 p.m.				
To 11:00 p.m.				

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE Mallory Gemlo	TITLE OFFICE MANAGER	DATE 7/11/16
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY	TELEPHONE NUMBER OF CITY/COUNTY CLERK
--	--	---------------------------------------

SIGNATURE	TITLE	DATE
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DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

LIABILITY INFORMATION

License Account Number	Liability Date	State	TOTAL
		-750 (999)	\$



Date: March 8, 2016

To: Colorado Department of Revenue

From: Jo-Anne Tyson, Town Clerk

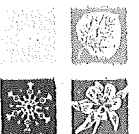
RE: Optional Premises Liquor License – Dillon Amphitheatre #4706274

The Town of Dillon would like their Optional Premises Liquor License (#4706274) to be “turned off” beginning Tuesday, August 16, 2016 at 3:30 p.m. and “turned on” Thursday August 16, 2016 at 11:01 p.m.

A non-profit organization, Adaptive Action Sports has applied for a special event liquor permit for this time period.

Thank you for your consideration. Please let me know if you have any questions. 970-262-3406.

make it Dillon!
for every season, there's a reason



**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
July 19, 2016 TOWN COUNCIL MEETING**

DATE: July 14, 2016

AGENDA ITEM NUMBER: 5

ACTION TO BE CONSIDERED:

Consideration of Ordinance No. 08-16 Series of 2016,

**AN ORDINANCE OF THE TOWN OF DILLON, COLORADO,
AMENDING CHAPTER 16, "ZONING," ARTICLE XI, "SIGN
REGULATIONS," SECTION 16-11-20 "DEFINITIONS," AND SECTION
16-11-50 "EXEMPTIONS," OF THE DILLON MUNICIPAL CODE OF THE
TOWN OF DILLON, COLORADO, FOR THE PURPOSES OF ADDING
PROVISIONS FOR DONATION AND SPONSORSHIP SIGNAGE; AND,
SETTING FORTH DETAILS IN RELATION THERETO.**

SUMMARY:

This Ordinance adds three definitions and two exemptions to Chapter 16 "Zoning", Article XI "Sign Regulations" for the purposes of allowing signage as part of a Town of Dillon donation or sponsorship program. As the Code stands prior to this Code amendment, donors would not be able to achieve much in the way of recognition for their contributions to the benefit of the public. As the Town of Dillon recognizes the need to promote community involvement and active participation in quality of life components throughout the community, this Resolution aims to provide a mechanism through donation and sponsorship programs for contributor recognition otherwise unavailable as the Code currently reads.

This is the first reading of this Ordinance, and if approved, there will be a second reading and public hearing.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance 08-16, Series of 2016.

ACTION REQUESTED: Motion, Second, Vote.

STAFF MEMBER RESPONSIBLE: Ned West, Town Planner

ORDINANCE NO. 08-16
Series of 2016

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO, AMENDING CHAPTER 16, "ZONING," ARTICLE XI, "SIGN REGULATIONS," SECTION 16-11-20 "DEFINITIONS," AND SECTION 16-11-50 "EXEMPTIONS," OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO, FOR THE PURPOSES OF ADDING PROVISIONS FOR DONATION AND SPONSORSHIP SIGNAGE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Dillon desires to amend Chapter 16, "Zoning," Article XI, "Sign Regulations," of the Dillon Municipal Code of the Town of Dillon, Colorado, for the purposes of adding provisions for donation and sponsorship recognition signage; and

WHEREAS, the Town Council has received a recommendation for approval from the Planning and Zoning Commission of the Town of Dillon following a public hearing which was held on July 6, 2016, to amend Article XI, "Sign Regulations," of Chapter 16, "Zoning," of the Dillon Municipal Code of the Town of Dillon, Colorado, for the purposes of adding provisions for donation and sponsorship recognition signage; and

WHEREAS, following the required notice, a public hearing will be held on August 2, 2016, before the Town Council of the Town of Dillon on the amending of Chapter 16, "Zoning," Article XI, "Sign Regulations," of the Dillon Municipal Code of the Town of Dillon, Colorado; and

WHEREAS, following the public hearing the Town Council of the Town of Dillon has determined that it is in the best interest of the Town to amend Chapter 16, "Zoning," Article XI, "Sign Regulations," Section 16-11-20 "Definitions," and Section 16-11-50 "Exemptions," of the Dillon Municipal Code of the Town of Dillon, Colorado, to add provisions for donation and sponsorship signage as set forth herein below.

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

Section 1. That Chapter 16, "Zoning," Article XI, "Sign Regulations," Section 16-11-20 "Definitions" of the Dillon Municipal Code of the Town of Dillon be amended by adding the following definitions:

Donation Program means a program developed by the Town and approved by the Town Manager, which allows individuals, groups, non-profits or businesses to donate money, real property, or personal property to the Town for a particular public purpose, in exchange

for some type of signage to recognize the donation for a certain time period as defined in the Donation Program.

Donation Program Signage means signage associated with a Town managed Donation Program located on Town property. The quantity, size, materials, location, and duration of the display of the signs are set forth in the Donation Program approved in writing by the Town Manager. Signage may include plaques, pavers and other signs set forth in the Donation Program.

Sponsorship Signage means Temporary Signage by businesses, groups, non-profits and individuals who in part sponsor a Town sanctioned event located on Town Property, which has an approved special use permit for a specific event or for the amphitheater season. The quantity, size, materials, location, and duration of display of the signs are set forth in the Special Use Permit for the Event as approved in writing by the Town Manager.

Section 2. That Chapter 16, “Zoning,” Article XI, “Sign Regulations,” Section 16-11-50 “Exemptions” of the Dillon Municipal Code of the Town of Dillon be amended by adding the following exemptions:

(29) Donation Program Signage. Signage associated with a Town managed Donation Program may be displayed in accordance with the parameters of the Donation Program.

(30) Sponsorship Signage. Signage associated with the sponsorship of a Town sanctioned event may be displayed in accordance with the criteria set forth in the special use permit as approved by the Town Manager in writing.

Section 3. Severance Clause. If an article, section, paragraph, sentence, clause or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance and each part or parts thereof, irrespective of the fact that any one part or parts may be declared invalid or unconstitutional.

Section 4. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 5. Effective Date. This Ordinance shall take effect five days after publication following final passage.

**INTRODUCED, READ AND APPROVED AND ORDERED PUBLISHED BY
TITLE ONLY THIS 19TH DAY OF JULY, 2016.**

**PASSED, ADOPTED AND APPROVED AND ORDERED PUBLISHED
_____ THIS _____ DAY OF _____, 2016.**

TOWN OF DILLON,
a Colorado municipal corporation

By: _____
Kevin Burns, Mayor

ATTEST:

By: _____
Jo-Anne Tyson, CMC, MMC, Town Clerk

**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
July 19th, 2016 COUNCIL MEETING**

DATE: July 15, 2016

AGENDA ITEM NUMBER: 6

ACTION TO BE CONSIDERED: Consideration of Resolution No. 34-16, Series of 2016

A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A CONTRACT WITH COLUMBINE HILLS CONCRETE, INC. FOR THE 2016 FALL AMPHITHEATER IMPROVEMENTS PROJECT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

SUMMARY:

In order to take advantage of the warmer weather and minimal precipitation in the fall, Town Staff is recommending completing the construction of a majority of the earthwork and utility infrastructure work for the proposed amphitheater project this Fall. The work is scheduled to begin the Monday after the triathlon on September 12, 2016.

The scope of work includes:

Dock Road Roadbase.....	\$20,096.48
Storm Sewer from the Marina Park Parking Lot to an existing Rec Path Culvert.....	\$111,123.23
Removals of concrete, asphalt and appurtenances in the way of new construction.....	\$23,044.91
Recreation Path widening and fire apparatus turnaround	\$200,178.23
Clearing & Grubbing, Tree & Stump Removal & Earthwork.....	\$311,056.30
Installing a new Sewer Force Main and Lift Station Vault	\$60,753.09
Installing a new Water Main and Fire Hydrants down to the Amphitheater Stage	\$144,046.44
Installing a new Storm Sewer between the Lake and the Lodgepole Street system	\$135,634.13
Total Contract Amount	\$1,005,932.82

The Town has negotiated this work with Columbine Hills Concrete, Inc. because they have the experience and capacity to complete all the utility, earthwork, concrete and asphalt components of the project.

BUDGET IMPACT: This project will be funded out different Capital and Water and Sewer Plant Investment Funds.

PROJECT BUDGET	ACCOUNT	BUDGET	Allocation for this Contract
Amphitheater Sewer	33423410	\$100,000	\$60,753.09
Lodgepole Water Main	31423155	\$150,000	\$144,046.44
Amphitheater Improvements	20421110	\$1,000,000	\$665,499.15
Lodgepole Streets (Storm Outfall)	21412400	\$715,000	\$85,634.13
Lodgepole Drainage Outfall	20482000	\$50,000	\$50,000

STAFF RECOMMENDATION: Town Staff recommends awarding the contract to COLUMBINE HILLS CONCRETE, INC in the amount of \$1,005,932.82 and approval of Resolution No. 34-16, 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: Dan Burroughs, Town Engineer

RESOLUTION NO. 34-16
Series of 2016

A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A CONTRACT WITH COLUMBINE HILLS CONCRETE, INC. FOR THE 2016 FALL AMPHITHEATER IMPROVEMENTS PROJECT; 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 Columbine Hills Concrete, Inc. to complete the 2016 Amphitheatre Infrastructure Improvements Project which includes earthwork and utility infrastructure work; 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 Columbine Hills Concrete, Inc., a copy of which is attached hereto and incorporated herein by reference, to pay the consideration of \$1,005,932.82 for the 2016 Amphitheatre Infrastructure Improvements 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 19TH 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

AGREEMENT

THIS AGREEMENT is made and entered into this 19TH day of July, 2016, by and between TOWN OF DILLON, COLORADO (hereinafter called the "TOWN") and COLUMBINE HILLS CONCRETE, INC. (hereinafter called "CONTRACTOR").

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

ARTICLE 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents, or which may be reasonably inferred as necessary to produce the results intended by the Contract Documents. The Work is generally described as follows:

PROJECT: 2016 Fall Amphitheater Improvements Project

ARTICLE 2. CONTRACT TIMES.

- 2.1 The Work shall be substantially completed within 61 Calendar Days after the date when the Contract Time commences to run. The Work shall be completed and ready for final payment, in accordance with the General Conditions, within 62 Calendar Days after the date when the Contract Times commence to run. The Contract Times shall commence to run on the day indicated in the Notice to Proceed.
- 2.2 The Work shall commence on Monday, September 12th, 2016.
- 2.3 The work shall be completed on Friday, November 4th, 2016.

ARTICLE 3. CONTRACT PRICE.

- 3.1 The TOWN shall pay in current funds, and the CONTRACTOR agrees to accept in full payment for performance of the Work, subject to additions and deductions from extra and/or omitted work and determinations of actual quantities as provided in the Contract Documents, the Contract Price of ONE MILLION FIVE THOUSAND NINE HUNDRED THIRTY TWO dollars and EIGHTY TWO cents (\$1,005,932.82) as set forth in the Bid Schedule for the 2016 Fall Amphitheater Improvements project dated, July 15, 2016.
- 3.2 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Project Manager as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

ARTICLE 4. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by the TOWN as provided in the General Conditions.

- 4.1 **Progress payments.** The TOWN shall make progress payments on the basis of CONTRACTOR's Applications for Payment as recommended by the Project Manager, twenty (20) days from submittal of CONTRACTOR's Application during construction as provided below and in the General Conditions. All progress payments will be on the basis of the progress of the Unit Price Work based on the number of units completed as provided in the General Conditions.
 - 4.1.1 Prior to Substantial Completion, progress payments will be made in the amount equal to 90 percent of the completed Work, and/or 90 percent of materials and equipment not incorporated in the Work (but delivered,

suitably stored and accompanied by documentation satisfactory to the TOWN as provided in the General Conditions), but in each case, less the aggregate of payments previously made and such less amounts as the Project Manager shall determine, or the TOWN may withhold, in accordance with the General Conditions. If Work has been 50% completed as determined by the Project Manager, and if the character and progress of the Work have been satisfactory to the TOWN, the TOWN may determine that as long as the character and progress of the Work remain satisfactory to them and no claims have been made by Subcontractors or material suppliers for unpaid work or materials, there will be no additional retainage on account of Work completed in which case the remaining progress payments prior to Substantial Completion may be in an amount equal to 100 percent of the Work completed.

- 4.2 **Final payment.** Upon final completion and acceptance of the Work in accordance with the General Conditions, the TOWN shall pay the remainder of the Contract Price as provided in said General Conditions.
- 4.3 **Payment of interest.** In the event that any payment of interest is to be made pursuant to any provision of the contract documents, interest shall be paid at the average rate earned by the TOWN on its invested funds during the quarterly fiscal period prior to the period during which the interest was accrued.

ARTICLE 5. CONTRACTOR'S REPRESENTATIONS.

In order to induce the TOWN to enter into this Agreement CONTRACTOR makes the following representations and commitments:

- 5.1 CONTRACTOR has examined and carefully studied the Contract Documents, (including any and all Addenda) and the other related data identified in the Bidding Documents including "technical".
- 5.2 CONTRACTOR has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 5.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and furnishing of the Work.
- 5.4 CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures (except Underground Facilities) at or contiguous to the site which have been identified in the General Conditions. CONTRACTOR accepts the determination set forth in said General Conditions. CONTRACTOR acknowledges that such reports and drawings are not CONTRACT DOCUMENTS and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that the TOWN and the Project Manager do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities at or contiguous to the site. CONTRACTOR has conducted, obtained and carefully studied (or assumes responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 5.4.1 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes

responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the General Conditions.

- 5.5 CONTRACTOR is aware of the general nature of work to be performed by the TOWN and others at the site that relates to the Work as indicated in the Contract Documents.
- 5.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
- 5.7 CONTRACTOR has given the Project Manager written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by the Project Manager is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.
- 5.8 CONTRACTOR will use its best skill and workmanship to provide Work of the highest quality.

ARTICLE 6. CONTRACT DOCUMENTS

The Contract Documents which constitute the entire agreement between the TOWN and CONTRACTOR concerning the Work are all written documents which define the Work and the obligations of the Contractor in performing the Work and the TOWN in providing compensation for the Work. The Contract Documents shall consist of those listed below, and there are no Contract Documents other than as listed:

- 6.1 Invitation to Bid.
- 6.2 Instruction to Bidders.
- 6.3 Bid Form and Attachments Thereto.
- 6.4 This Agreement.
- 6.5 General Conditions.
- 6.6 Supplementary Conditions, Section T1, dated July 19, 2016.
- 6.7 Technical Specifications Sections T2, T3, T4, T5, T6, T7, and T8 dated July 19, 2016.
- 6.8 Change Orders, Addenda and other documents which may be required or specified including, but not limited to:
 - 6.8.1 No Addenda
 - 6.8.2 Documentation submitted by CONTRACTOR prior to Notice of Award.
 - 6.8.3 Notice of Award
 - 6.8.4 Performance Bond and Payment Bond

- 6.8.5 Two Year Warranty Bond
 - 6.8.6 Certificates of Insurance
 - 6.8.7 Notice to Proceed
 - 6.8.8 Field Order
 - 6.8.9 Work Change Directive
 - 6.8.10 Change Order
 - 6.8.11 Application for Payment
 - 6.8.12 Certificate of Substantial Completion
 - 6.8.13 Claim Release
 - 6.8.14 Final Inspection Report
 - 6.8.15 Certificate of Final Completion
 - 6.8.16 Guarantee Period Inspection Report
- 6.9 The following which may be delivered or issued after the Effective Date of the Agreement and are attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions.
- 6.10 In the event of conflict between the above documents, the prevailing document shall be as follows:
1. Permits from other agencies as may be required.
 2. Special Provisions and Detail Drawings.
 3. Technical Specifications and Drawings. Drawings and Technical Specifications are intended to be complementary. Anything shown or called for in one and omitted in another is binding as if called for or shown by both.
 4. Supplementary Conditions.
 5. General Conditions.
 6. TOWN Design and Construction Standards.
 7. Reference Specifications.
- 6.11 In case of conflict between prevailing references above, the one having the more stringent requirements shall govern.
- 6.12 There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

ARTICLE 7. MISCELLANEOUS.

- 7.1 Terms used in this Agreement which are defined in the General Conditions shall have the meanings indicated in said General Conditions.
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge that assignor from any duty or responsibility under the Contract Documents.
- 7.3 The TOWN and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 7.4 CONTRACTOR agrees to comply with all federal, state and city non-discrimination rules and regulations so long as CONTRACTOR is under contract with the TOWN.
- 7.5 By executing this agreement, CONTRACTOR warrants that:
1. CONTRACTOR has not allowed any competing bidder or employee or agent thereof to see CONTRACTOR's bid or to know of its content.
 2. CONTRACTOR has not discussed the contents of its bid with any competing bidder, or any other person who a reasonably prudent person would believe would be likely to transmit information to a competing bidder.

Failure to abide by the above provisions relating to collusion shall render the contractor liable to the TOWN for damages, including, without limitations, payment of the bid bond as liquidated damages. In addition, the TOWN may void any contract entered into with a bidder guilty of collusion.

ARTICLE 8. OTHER PROVISIONS.

- 8.1 **Third party beneficiaries.** The contract is not intended to create any right for the public or any member thereof, any subcontractor or supplier, or any other third party, or to authorize anyone not a party to the contract to maintain a suit to enforce its terms. The duties, obligations, and responsibilities of the parties to the contract, with respect to third parties, shall remain as imposed by law. This section shall not apply to any surety to the extent it is acting under any labor and materials bond or performance bond entered into by the CONTRACTOR.
- 8.2 **Integration.** The contract documents represent the entire integrated agreement between the TOWN and the CONTRACTOR and supersede all prior negotiations, representations, or agreement, whether written or oral. No modification, amendment, waiver or notation shall be valid unless incorporated in a written amendment or change order properly executed by both parties.
- 8.3 **Severability.** To the extent that the performance of the parties' obligations may be accomplished within the intent of the contract, the terms of the contract are severable, and should any term or provision of the contract be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other contract term or provision.
- 8.4 **Waiver.** If the TOWN fails to enforce any term of the contract for any period, this shall not act as a

waiver. No waiver of any breach of any term thereof shall be effective unless set forth in a writing signed by both the Project Manager and CONTRACTOR. The waiver of any breach of a term thereof shall not be construed as waiver of any other term.

- 8.6 **Compliance with laws.** At all times during the performance of the contract, CONTRACTOR shall strictly adhere to all applicable federal, state and TOWN laws that have been or may hereafter be established. This shall include, without limitation, the United States Department of Labor, Occupational Safety and Health Administration (OSHA) standards for excavating and trenching operations. As used in this section, and hereafter, the term "laws" shall include, without limitation, all federal, state and TOWN codes, charters, ordinances, laws, standards, rules and regulations.
- 8.7 **Choice of law.** In all litigation arising out of the contract, the statutory and common law of the State of Colorado shall be controlling, and venue shall be in the District Court of Summit County, Colorado.

ARTICLE 9. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS.

- 9.1 By its signature on this Agreement, CONTRACTOR 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 CONTRACTOR 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.
- 9.2 CONTRACTOR 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 subcontractor that fails to certify to the CONTRACTOR that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
- 9.3 CONTRACTOR has verified through participation in the E-Verify Program that the CONTRACTOR does not employ any illegal aliens.
- 9.4 CONTRACTOR shall not use the E-Verify Program procedures to undertake preemployment screening of job applicants while work under this Agreement is being performed.
- 9.5 If CONTRACTOR obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the CONTRACTOR shall: (1) notify the subcontractor and the Town within three days that the CONTRACTOR has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (2) terminate the subcontract with the subcontractor if, within three days of receiving the notice required herein, the subcontractor does not stop employing or contracting with the illegal alien; except that the CONTRACTOR shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 9.6 The CONTRACTOR 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).
- 9.7 If CONTRACTOR 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 CONTRACTOR shall be liable for actual and consequential damages to the Town. CONTRACTOR understands that, in the event of such a termination, Town is required to notify the office of the Colorado Secretary of State.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to the TOWN and CONTRACTOR. All portions of the Contract Document have been signed, initialed or identified by the TOWN and CONTRACTOR.

This Agreement is effective as of July 19th, 2016.

TOWN:

CONTRACTOR:

TOWN OF DILLON

COLUMBINE HILLS CONCRETE, INC.

By: _____
Kevin Burns, Mayor

By: _____
Scott Downen, President

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest: _____
Jo-Anne Tyson, Town Clerk

Attest: _____

Address for giving notices:

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

Columbine Hills Concrete, Inc.
PO BOX 2369
Silverthorne, CO 80498

PERFORMANCE BOND

1. **KNOW ALL MEN BY THESE PRESENTS, THAT:**

(name)

(address)

as Principal, hereinafter called Principal, and

(surety name)

(surety address)

a corporation organized and existing under the laws of the State of _____ and AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound unto the TOWN OF DILLON, COLORADO as Oblige, hereinafter called the Oblige, in the amount of:

_____ Dollars (\$ _____), lawful money of the United States of America, together with interest as may be provided by law, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. **WHEREAS**, Principal and the Oblige have entered into a contract dated the _____ day of _____, 2002 for the following Project:

_____(Contract # _____), which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

3. **NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT**, if the Principal shall promptly, and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Oblige, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Oblige or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below.

(witness)

(seal)

(witness)

(seal)

FOR: _____
(Principal's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

FOR: _____
(Surety's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

BOND# _____

This Bond (___ is) (___ is not) a SBA Guaranteed Bond.

LABOR AND MATERIAL PAYMENT BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(name)

(address)

as Principal, hereinafter called Principal, and

(surety name)

(surety address)

a corporation organized and existing under the laws of the State of _____ and AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound unto the TOWN OF DILLON, COLORADO as Obligee, hereinafter called the Obligee, for the use and benefit of claimants as hereinbelow defined, in the amount of

_____ Dollars (\$ _____), lawful money of the United States of America, together with interest as may be provided by law, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, Principal and the Obligee have entered into a contract dated the _____ day of _____, 2002 for the following (project):

_____(Contract # _____), which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly make payments of all amounts lawfully due to all persons supplying or furnishing the Principal or the Principal's subcontractors with labor, materials, rental machinery, tools or equipment used or performed in the prosecution of the work provided for in the Contract; and if the Principal shall indemnify and save harmless the Obligee to the extent of any payments in connection with the carrying out of the Contract which the Obligee may be required to pay under the law, all in accord with Colorado State Law, Section 38-26-105 C.R.S., then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

AND FURTHER, should the Principal or the Principal's subcontractors fail to duly pay for any labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Principal or the Principal's subcontractors in the performance of the work contracted to be done or fails to pay any person who supplies rental machinery, tools or equipment, all amounts due as the result of the use of such machinery, tools, or equipment, in the prosecution of the work under the Contract, the Surety shall pay the same in an amount not exceeding the sum specified in this Bond together with interest at the rate of eight percent per annum, in accord with Colorado State Law, Section 38-26-106 C.R.S.

In accordance with Colorado State Law, Section 38-26-105 C.R.S., actions against the Principal and Surety under this Bond shall be brought within six months after the final completion of the Contract as defined by the ordinances, rules and regulations of the TOWN of _____, and not afterwards.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the Surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below.

(witness)

(seal)

(witness)

(seal)

FOR: _____
(Principal's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

FOR: _____
(Surety's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

BOND# _____

This Bond (___ is) (___ is not) a SBA Guaranteed Bond.

WARRANTY BOND

1. KNOW ALL MEN BY THESE PRESENTS, THAT:

(name)

(address)

as Principal, hereinafter called Principal, and

(surety name)

(surety address)

a corporation organized and existing under the laws of the State of _____ and AUTHORIZED TO DO BUSINESS WITHIN THE STATE OF COLORADO, as Surety, hereinafter called Surety, are held firmly bound unto the TOWN OF DILLON, COLORADO as Obligee, hereinafter called the Obligee, in the amount of:

_____ Dollars (\$ _____), lawful money of the United States of America, together with interest as may be provided by law, for the maintenance and guarantee obligations of the Contract, for the payment whereof Principal and Surety bind themselves, their heirs, executors, successors and assigns, jointly and severally, firmly by these presents.

2. WHEREAS, Principal and the Obligee have entered into a contract dated the _____ day of _____, 2002 for the following (project):

_____(Contract # _____), which contract is by reference made a part hereof, and is hereafter referred to as the Contract.

3. NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall promptly, properly and with out cost to Obligee perform all maintenance and other guarantee obligations under the terms of the Contract, including any modifications or extensions thereof granted by the Obligee, for a period of TWO (2) year(s) from the date of final payment upon the Contract by the Obligee, and in the case of each correction or repair, during a period of one year after the date of said correction or repair or for the remaining period of years set forth herein, whichever is longer, then this obligation shall be null and void; otherwise this obligation shall remain in full force and effect.

4. The Surety for value received agrees that no extension of time, change in, addition to, or other alteration or modification of the terms, conditions or obligations of the Contract or work to be performed thereunder, or any

forbearance on the part of either the Obligee or the Principal to the other shall in any way release or affect the Surety's liability or obligation on this Bond, and the surety hereby waives notice of any such extension of time, change, addition, modification, alteration or forbearance.

Signed and sealed on the dates set forth below.

(witness)

(seal)

(witness)

(seal)

FOR: _____
(Principal's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

FOR: _____
(Surety's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

BOND# _____

This Bond (___ is) (___ is not) a SBA Guaranteed Bond.

BID SCHEDULE: 2016 Fall Amphitheater Improvements

July 15, 2016

Item No.	Bid Item	QUANTITY	Unit	Unit Cost	Total	
GENERAL						\$ 103,950.00
1	Mobilization & Bonds	1	LS	\$ 72,000.00	\$ 72,000.00	General Split between Other
2	Install Straw Waddles	1,700	LF	\$ 6.00	\$ 10,200.00	Categories below
3	Additional Temporary Erosion Control Allowance	1	LS	\$ 5,000.00	\$ 5,000.00	
4	Vehicle Tracking Control	1	EA	\$ 2,650.00	\$ 2,650.00	
5	Construct and Maintain Concrete Washout	1	LS	\$ 1,500.00	\$ 1,500.00	
6	Install/Maintain/Remove Heavy Duty Orange Construction Fence	4,000	LF	\$ 3.15	\$ 12,600.00	
Removals						\$ 20,663.50
7	Remove concrete curb & gutter	7	SY	\$ 63.00	\$ 441.00	2.291% Project Split
8	Remove 4" Rec Path (1,744 sf)	195	SY	\$ 21.00	\$ 4,095.00	\$ 2,381.39 General Expenses
9	Remove 4" walking path (850 sf)	95	SY	\$ 29.50	\$ 2,802.50	\$ 23,044.91 Total Charge
10	Remove & Salvage Historical Park Elements (Area C) - Allowance	1	LS	\$ 10,000.00	\$ 10,000.00	
11	Remove Wood Shed (Area C)	1	LS	\$ 3,325.00	\$ 3,325.00	
Clear & Grub & Earthwork						\$ 278,913.31
12	Remove Large Trees over 16'	40	EA	\$ 47.00	\$ 1,880.00	30.922% Project Split
13	Remove Tree Stumps (Various Sizes)	300	EA	\$ 61.25	\$ 18,375.00	\$ 32,143.67 General Expenses
14	Remove smaller trees	60	EA	\$ 44.85	\$ 2,691.00	\$ 311,056.30 Total Charge
15	Clear & Grub Area A (6" Deep)	13,200	SF	\$ 0.65	\$ 8,580.00	
16	Clear & Grub Area B (6" Deep)	33,000	SF	\$ 0.65	\$ 21,450.00	
17	Clear & Grub Area C (6" Deep)	42,500	SF	\$ 0.65	\$ 27,625.00	
18	Salvage & Stockpile Rocks (Area B)	1	LS	\$ 7,350.00	\$ 7,350.00	
19	Back Haul to Cemetery - Clear & Grubb Material	1,643	CY	\$ 16.75	\$ 27,513.43	
20	Earthwork Excavate Dock Road (Area A) Place in Area B	900	CY	\$ 10.75	\$ 9,675.00	
21	Import from Cemetery and Place Fill (Area B)	900	CY	\$ 13.65	\$ 12,285.00	
22	Import from Cemetery and Place Fill (Area C)	8,000	CY	\$ 12.45	\$ 99,600.00	
23	Import and Spread 3" Topsoil (20,000 sf)	185	CY	\$ 75.00	\$ 13,888.89	
24	Install Erosion Control Blanket (Double Net) - Unseeded Slopes	4,000	SY	\$ 7.00	\$ 28,000.00	
NOTE: Reseeding By Others						
Recreation Path Addition & Relocation						\$ 179,492.25
25a	8" Class 5 Aggregate Base Course (8,900 sf)	440	Tons	\$ 44.50	\$ 19,580.00	19.900% Project Split
25b	Class 5 Aggregate Base Course Fill Under Path (Allowance)	2,400	Tons	\$ 44.50	\$ 106,800.00	\$ 20,685.78 General Expenses
26	Subgrade Preparation (7,650 sf - new asphalt footprint)	850	SY	\$ 13.00	\$ 11,050.00	\$ 200,178.23 Total Charge
27	Type IIM - Curb and Gutter (2')	503	LF	\$ 31.00	\$ 15,593.00	
28	Hot Mixed Asphalt (HMA) Pavement - Path 4" Thick (7,650 sf)	191	Tons	\$ 117.00	\$ 22,376.25	
29	Reset Signs	4	EA	\$ 190.00	\$ 760.00	
30	Asphalt Shouldering (4" Thick) Class 5 ABC (1,312 sf)	33	Tons	\$ 101.00	\$ 3,333.00	
Water System Improvements						\$ 129,161.00
31	8" D.I.P. (Complete In Place)	334	LF	\$ 170.00	\$ 56,780.00	14.320% Project Split
32	6" D.I.P. (Complete In Place)	104	LF	\$ 187.00	\$ 19,448.00	\$ 14,885.30 General Expenses
33	4" D.I.P. (Complete In Place)	42	LF	\$ 234.00	\$ 9,828.00	\$ 144,046.44 Total Charge
34	12"x8" Tee Cut into Main with Solid Selev Couplers	1	LS	\$ 5,600.00	\$ 5,600.00	
35	12" Gate Valve (Mech. Restrained)	1	EA	\$ 3,550.00	\$ 3,550.00	
36	8" Gate Valve (Mech. Restrained)	1	EA	\$ 2,185.00	\$ 2,185.00	
37	6" Gate Valve (Mech. Restrained)	2	EA	\$ 1,650.00	\$ 3,300.00	
38	4" Gate Valve (Mech. Restrained)	1	EA	\$ 1,465.00	\$ 1,465.00	
39	8" Elbow	4	EA	\$ 370.00	\$ 1,480.00	
40	8"x6" Reducer	1	EA	\$ 425.00	\$ 425.00	
41	8"x4" Tee	1	EA	\$ 550.00	\$ 550.00	
42	8"x6" Tee	1	EA	\$ 650.00	\$ 650.00	
43	Fire Hydrant Assembly (10') + Mountain Spec	2	EA	\$ 11,950.00	\$ 23,900.00	
Sewer System Improvements						\$ 54,475.00
44	6' Diameter Manhole (10') for Lift Station	1	EA	\$ 8,200.00	\$ 8,200.00	6.039% Project Split
45	Hinged Hatch Allowance for Lift Station Lid	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 6,278.03 General Expenses
46	4" poly force main (100 psi)	300	LF	\$ 108.00	\$ 32,400.00	\$ 60,753.09 Total Charge
47	6' Diameter Manhole (10') - Standard Ring and Cover	1	EA	\$ 7,900.00	\$ 7,900.00	
48	Connections to existing 8" Main each side of manhole Note: Lift Station Pumps and appurtenances by others	1	LS	\$ 1,975.00	\$ 1,975.00	
Lodgepole Storm Sewer Outfall						\$ 121,618.00
49	36" RCP (Complete In Place)	272	LF	\$ 243.00	\$ 66,096.00	13.483% Project Split
50	Remove and Reset 36" RCP FES	1	LS	\$ 1,850.00	\$ 1,850.00	\$ 14,016.00 General Expenses
51	6' Dia. Manhole (4.5')	1	EA	\$ 5,215.00	\$ 5,215.00	\$ 135,634.13 Total Charge
52	6' Dia. Manhole (7.5')	3	EA	\$ 6,445.00	\$ 19,335.00	
53	6' Dia. Manhole (8'-9')	2	EA	\$ 7,850.00	\$ 15,700.00	
54	Modify Existing 6' Dia. Manhole	1	LS	\$ 6,600.00	\$ 6,600.00	
55	Riprap Plunge Pool - Place Salvaged Rocks 2' thick (140sf)	1	LS	\$ 4,715.00	\$ 4,715.00	
56	Riprap Plunge Pool - 9" Type II Bedding (140 sf)	4	CY	\$ 250.00	\$ 1,000.00	
57	Riprap Plunge Pool - Mirafi 140N Fabric (140 sf+ sides)	180	SF	\$ 6.15	\$ 1,107.00	
Marina Park Storm Sewer Outfall						\$ 99,640.00
58	18" HDPE (Complete In Place) 3' Cover	280	LF	\$ 115.00	\$ 32,200.00	11.047% Project Split
59	24" HDPE (Complete In Place) 3' Cover	195	LF	\$ 130.00	\$ 25,350.00	\$ 11,483.12 General Expenses
60	6' Dia. Manhole (5')	8	EA	\$ 5,105.00	\$ 40,840.00	\$ 111,123.23 Total Charge
61	Connect to Existing Type C Inlet - Bore Hole	1	LS	\$ 1,250.00	\$ 1,250.00	
Dock Road Roadbase						\$ 18,019.75
62	8" Class 5 Roadbase (8,200 sf)	405	Tons	\$ 44.50	\$ 18,019.75	1.998% Project Split
						\$ 2,076.71 General Expenses
						\$ 20,096.48 Total Charge
BID TOTAL					\$ 1,005,932.82	\$ 1,005,932.82

**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
JULY 19, 2016 COUNCIL MEETING**

DATE: July 12, 2016

AGENDA ITEM NUMBER: 7

ACTION TO BE CONSIDERED: Consideration of Resolution No. 35-16, Series of 2016

A RESOLUTION OF THE TOWN OF DILLON AUTHORIZING A TABOR
ELECTION ON NOVEMBER 8, 2016, FIXING THE BALLOT TITLE AND
QUESTION, AND SETTING FORTH OTHER DETAILS RELATING THERETO.

SUMMARY: This resolution approves the language for the November 8, 2016 coordinated election ballot question for the Town of Dillon. The question includes allowing the revenues from the .5% sales tax to be spent on both road maintenance and road construction and removes the expiration date of the .5% sales tax. The .5% sales tax is currently set to sunset on December 31, 2033. The Town has the financial ability to issue more bonds if the period of repayment can still be 20 years. With the removal of the sunset, the Town will be able to issue additional bonds to finish the streets that have not been reconstructed including Lodgepole Street, upper Tenderfoot Street, Little Beaver Trail, Cemetery Road and the intersection of County Road 51 and Deerpath.

BUDGET IMPACT: There is no budget impact in 2016.

STAFF RECOMMENDATION: The staff recommends approval of Resolution No. 35-16, Series of 2016

**Approving Resolution No. 35-16 Series of 2016 authorizing a TABOR election on
November 8, 2016, fixing the ballot title and question, and setting forth other details
relating thereto.**

This resolution requires affirmative vote of a majority of the Council Members present.

DEPARTMENT HEAD/STAFF REPOSIBLE: Carri McDonnell

RESOLUTION NO. 35-16
Series of 2016

**A RESOLUTION OF THE TOWN OF DILLON AUTHORIZING A TABOR
ELECTION ON NOVEMBER 8, 2016, FIXING THE BALLOT TITLE AND
QUESTION, AND SETTING FORTH OTHER DETAILS RELATING
THERE TO.**

WHEREAS, the Town of Dillon (the “Town”), is a duly organized and existing home rule municipality of the State of Colorado, created and operating pursuant to Article XX of the Constitution of the State of Colorado and the home rule charter of the Town; and

WHEREAS, the members of the Town Council of Town of Dillon (the “Council”) have been duly elected and qualified; and

WHEREAS, Article X, Section 20 of the Colorado Constitution (“TABOR”) requires voter approval for any new tax, the creation of any debt and for spending certain moneys above limits established by TABOR; and

WHEREAS, TABOR requires the Town to submit ballot issues (as defined in TABOR) to the Town’s electors on limited election days before action can be taken on such ballot issues; and

WHEREAS, November 8, 2016, is one of the dates at which ballot issues may be submitted to the eligible electors of the Town pursuant to TABOR; and

WHEREAS, the Council hereby determines that it is necessary to submit to the electors of the Town, at an election to be held on November 8, 2016, the question of revising the purposes for which the 0.5% sales tax increase approved by the voters in 2008 could be used and eliminating the sunset provision; as described in the ballot issue set forth in Section 5 below; and

WHEREAS, pursuant to Section 4-1 of the Town Charter, all elections of the Town are governed by the Colorado Municipal Election Code unless otherwise provided by ordinance; and

WHEREAS, Section 31-10-102.7 Colorado Revised Statutes, contained within the Municipal Election Code, permits any municipality to elect by resolution to utilize the requirements and procedures of the Uniform Election Code which will thereby permit the Town to participate in the coordinated election being conducted by Summit County (the “County”) on November 8, 2016; and

WHEREAS, the Council now determines it is necessary to submit to the electors of the Town, at the election which will be held as a coordinated election with the County on November 8, 2016 a ballot issue question; and

WHEREAS, it is necessary to set forth certain procedures concerning the conduct of the election; and

WHEREAS, the Council finds that the adoption of this Resolution is necessary for the immediate preservation of the public health, safety and welfare.

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

Section 1. All action heretofore taken (not inconsistent with the provisions of this resolution) by the Town and the officers thereof, directed towards the election and the objects and purposes herein stated is hereby ratified, approved and confirmed.

Section 2. Unless otherwise defined herein, all terms used herein shall have the meanings defined in the Title 31, Article 10, C.R.S., as amended (the “Municipal Election Code”).

Section 3. Pursuant to TABOR and the Uniform Election Code of 1992, and all laws amendatory thereof and supplemental thereto, the Town hereby determines that a special election shall be held within the Town on November 8, 2016 (the “election”), and that there shall be submitted to the eligible electors of the Town the question set forth herein. Because the election will be held as part of the coordinated election, the Board hereby determines that the Clerks shall conduct the election on behalf of the Town. The officers of the Town are hereby authorized to enter into one or more intergovernmental agreements with the Clerks pursuant to Section 1-7-116, C.R.S. Any such intergovernmental agreement heretofore entered into in connection with the election is hereby ratified, approved and confirmed.

Section 4. Pursuant to the applicable provisions of the laws of the State of Colorado and the Town Charter, the Town Council hereby submits to the registered electors of the Town, at such election to be held on April 8, 2016 (the “election”) the ballot issue specified in Section 5 below.

Section 5. The Board hereby authorizes and directs the officers of the Town to certify on or before September 9, 2016, the following question in substantially the form hereinafter set forth to the Clerk. Such question shall be submitted to the eligible electors of the Town at the election:

WITHOUT CREATING ANY NEW TAX OR INCREASING ANY TAX RATE, SHALL THE FOLLOWING CHANGES BE MADE TO THE 2008 VOTER APPROVAL OF THE 0.5% SALES TAX FOR STREET IMPROVEMENTS:

- (A) REVENUES MAY BE SPENT ON BOTH ROAD MAINTENANCE AND CONSTRUCTION, AND
- (B) THE EXPIRATION DATE OF DECEMBER 31, 2033, IS REMOVED?

Section 6. The Town Clerk is hereby appointed as the designated election official of the Town for purposes of performing acts required or permitted by law in connection with the election.

Section 7. If a majority of the votes cast on the question to authorize the changes to the 2008 approval of the sales tax submitted at the election shall be in favor of the changes as provided in such question, the Town acting through the Council shall be authorized to proceed with the necessary action to change the sales tax in accordance with such question. Any authority to change the sales tax, if conferred by the results of the election, shall be deemed and considered a continuing authority to change the sales tax so authorized at any one time, or from time to time, and neither the partial exercise of the authority so conferred, nor any lapse of time, shall be considered as exhausting or limiting the full authority so conferred.

Section 8. Pursuant to Section 31-10-1308(2), C.R.S., C.R.S., any election contest arising out of a ballot issue or ballot question election concerning the order of the ballot or the form or content of the ballot title shall be commenced by petition filed with the proper court within five days after the title of the ballot issue or ballot question is set.

Section 9. If any section, paragraph, clause or provision of this resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no manner affect any remaining provisions of this resolution.

Section 10. All resolutions or parts of resolutions inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution or part of any resolution heretofore repealed.

Section 11. The effective date of this resolution shall be immediately upon adoption.

APPROVED AND ADOPTED THIS 19TH DAY OF JULY 2016, BY THE TOWN COUNCIL FOR THE TOWN OF DILLON, COLORADO

TOWN OF DILLON, COLORADO

By: _____
Kevin Burns, Mayor

(S E A L)

ATTEST:

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

STATE OF COLORADO)
)
 COUNTY OF SUMMIT) SS.
)
 TOWN OF DILLON)

I, Jo-Anne Tyson, the Town Clerk of the Town of Dillon, Colorado (the “Town”), do hereby certify:

1. The foregoing pages are a true and correct copy of a resolution (the “Resolution”) passed and adopted by the Town Council of the Town (the “Council”) at a regular meeting of the Council held on July 19, 2016.

2. The Resolution was duly introduced, moved and seconded and passed on at the regular meeting of July 19, 2016, by an affirmative vote of a majority of the members of the Council as follows:

Name	“Yes”	“No”	Absent	Abstain
Kevin Burns, Mayor				
Mark Nickel, Mayor Pro Tem				
Carolyn Skowrya				
Brad Bailey				
Jennifer Barchers				
Kyle Hendricks				
Tim Westerberg				

3. The members of the Council were present at the meeting and voted on the passage of such Resolution as set forth above.

4. The Resolution was approved and authenticated by the signature of the Mayor, sealed with the Town seal, attested by the Town Clerk and recorded in the minutes of the Council.

5. There are no bylaws, rules or regulations of the Council which might prohibit the adoption of said Resolution.

6. Notice of the regular meeting of July 19, 2016, in the form attached hereto as Exhibit A was posted at the Dillon Town Hall, 275 Lake Dillon Drive, Dillon, Colorado, not less than twenty-four hours prior to the meeting in accordance with law.

Town Clerk

(SEAL)

EXHIBIT A
(Attach Notice of Meeting)

31914911v2

**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
JULY 19, 2016 TOWN COUNCIL MEETING**

DATE: July 14, 2016

AGENDA ITEM NUMBER: 8

AGENDA ITEM TO BE CONSIDERED:

A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO AN ENCROACHMENT LICENSE AGREEMENT AUTHORIZING HOAGLAND REVOCABLE TRUST, THE OWNERS OF 317 TENDERFOOT STREET, MORE SPECIFICALLY KNOWN AS LOT 12, BLOCK K OF THE NEW TOWN OF DILLON SUBDIVISION, DILLON, COLORADO, TO BUILD A PORTION OF A TIMBER LANDSCAPING WALL ON THE TOWN'S UTILITY EASEMENT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID ENCROACHMENT LICENSE AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

SUMMARY:

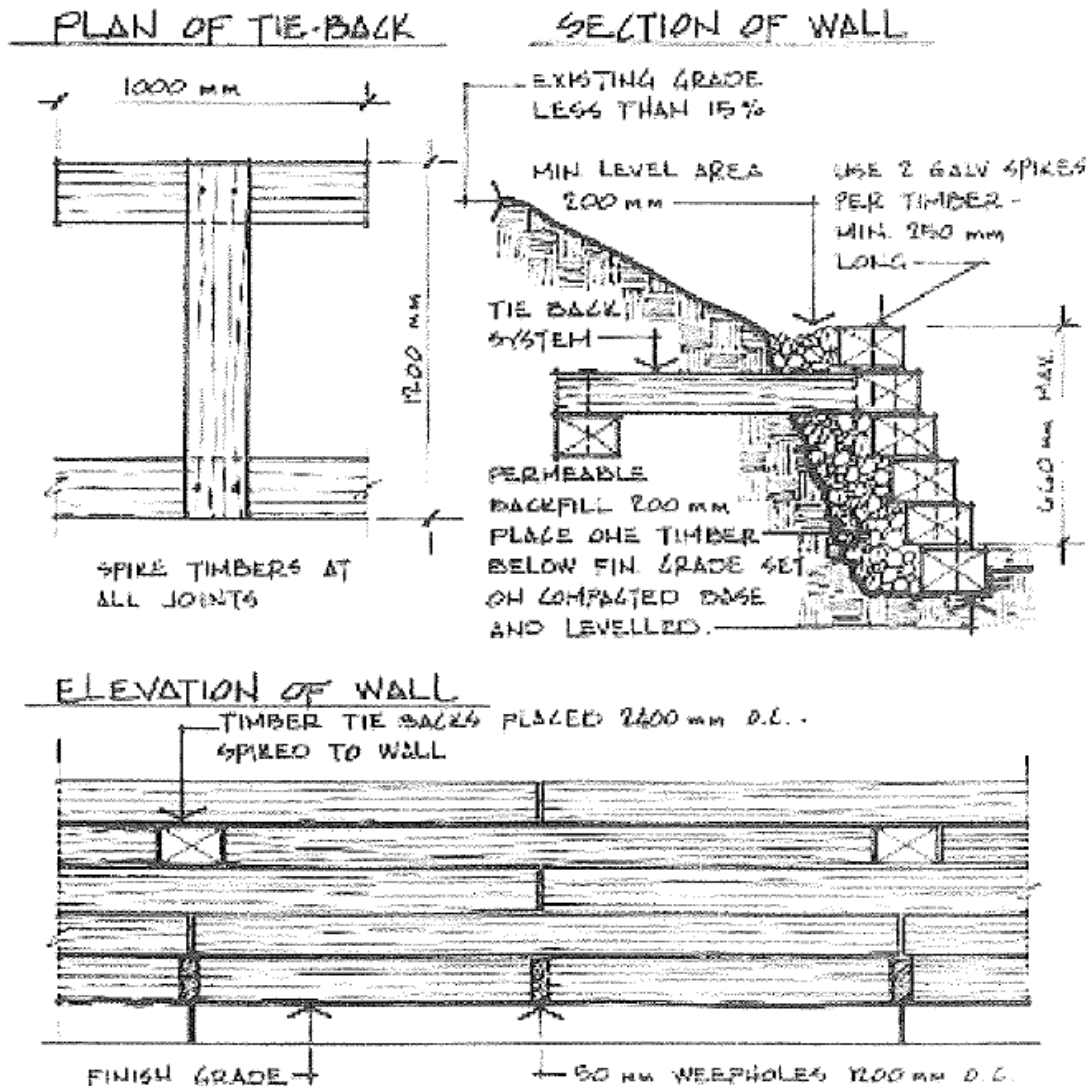
Town staff has received a Grading and Excavation Permit Application for the construction of a timber landscape / retaining wall at 317 Tenderfoot Street (Lot 12, Block K, New Town of Dillon Subdivision; Residential Low (RL) zoning district). The wall is to be an extension of an existing wall.



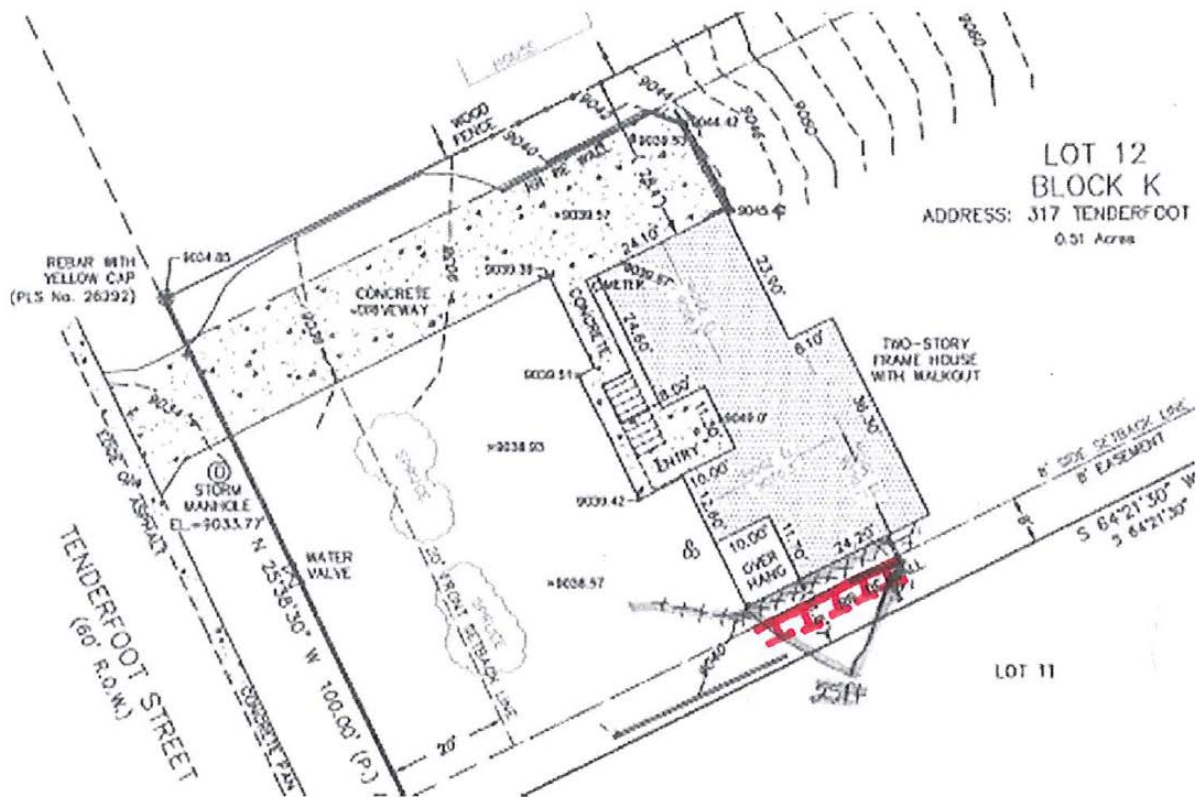
Existing wall to be extended into the foreground of the photo.

A Grading and Excavation Permit is required for the construction of any earth retaining wall in excess of twenty-four (24) inches in height (Sec. 11-3-60(f)). The proposed wall will have a maximum height of four (4) feet. Upon receipt of the application materials, Town staff determined that portions of the wall will be constructed within the Town's side yard utility easement. The side yard utility easement in the Residential Low (RL) zoning district is eight (8) feet. Town staff observed painted underground utility location marks on site and reviewed Town utility records, and notes that no underground utilities are indicated in the easement. No overhead utilities exist in the easement as well. The Town does not anticipate installing any underground utilities in the easement at this time.

Due to the wall design with tie-backs extending approximately four (4) feet into the hillside behind the face of the wall, portions of the wall will be in the utility easement. The Encroachment License Agreement attached to this Resolution details that if utility work is required in the easement, the property owner assumes all risks associated with the proposed improvements in the easement, and would not be entitled to any compensation if the improvements required removal for work in the easement. The property owner also obtains no interest in land under this agreement.



Proposed Timber Wall Design with Tie-backs



Location of Proposed Wall and Tie-backs in 8' Utility Easement

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 36-16, 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:

Ned West, Town Planner



Town of Dillon

275 Lake Dillon Drive
Dillon, Colorado 80435

Public Works - GIS

Contents:

317 Tenderfoot Street

Date: July 14, 2016

By:

N. West

Scale: 1 inch = 50 feet



RESOLUTION NO. 36-16
Series of 2016

A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO AN ENCROACHMENT LICENSE AGREEMENT AUTHORIZING HOAGLAND REVOCABLE TRUST, THE OWNERS OF 317 TENDERFOOT STREET, MORE SPECIFICALLY KNOWN AS LOT 12, BLOCK K OF THE NEW TOWN OF DILLON SUBDIVISION, DILLON, COLORADO, TO BUILD A PORTION OF A TIMBER LANDSCAPING WALL ON THE TOWN'S UTILITY EASEMENT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID ENCROACHMENT LICENSE AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Dillon, Colorado wishes to enter into an Encroachment License Agreement authorizing Hoagland Revocable Trust, to build a landscaping wall on the Town's utility easement; and

WHEREAS, the Town Council of the Town of Dillon believes it is in the best interest of the Town to enter into such an Encroachment License Agreement.

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

Section 1. That the Encroachment License Agreement between the Town of Dillon and Hoagland Revocable Trust, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for authorizing building on the Town's utility easement.

Section 2. That the Town of Dillon be and is hereby authorized and directed to enter into the Encroachment License Agreement, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Dillon to said Agreement.

Section 3. That entering into the Encroachment License Agreement is found to be in the best interest of the Town of Dillon, and necessary for the preservation of the public health and safety.

APPROVED AND ADOPTED THIS 19th 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

ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT ("Agreement") is made and entered into at Dillon, Colorado this ___ day of _____, 20___, by and between the TOWN OF DILLON, a Colorado municipal corporation ("Town") and Hoagland Revocable Trust, William P. Hoagland and Karin M. Hoffman-Hoagland, Trustees ("Owner").

RECITALS

A. Owner is the owner of the single-family residential building constructed on Lot 12, Block K, according to the plat thereof recorded on March 19, 1962, under reception number 94749, Town of Dillon, County of Summit, State of Colorado ("Owner's Property").

B. Town is the owner of the following easement situate in the County of Summit and State of Colorado, to wit: See Exhibit "A," attached hereto and incorporated herein by this reference ("Town's Easement").

C. A portion of the Owner's improvements used in connection with the landscaping wall with tie-backs constructed on Lot 12 encroaches into and on the Town's Easement (the "Encroachment"), as shown on the attached Exhibit "B," incorporated herein by reference.

D. The Town has agreed to grant to Owner a personal privilege to maintain the Encroachment described above on the Town's Easement, all in accordance with, and subject to the terms, conditions and limitations of, this Agreement.

1. Grant of License. The Town hereby grants to the Owner the personal privilege and permission to enter upon the Town's Easement and to maintain the Encroachment described above on the Town's Easement subject, however, to the terms, conditions and limitations of this Agreement (the "License"). The License herein granted shall be subject to all existing utilities, if any, located on or under the Town's Easement.

2. Term. This Agreement and the License granted to Owner hereunder shall commence as of the date of this Agreement and shall continue until terminated pursuant to Paragraph 9 of this Agreement.

3. Consideration. The consideration to be paid by the Owner to the Town for the License and privilege granted by this Agreement shall be Eighty Dollars (\$80.00), receipt of which is hereby acknowledged by the Town, and other good and valuable consideration as herein provided.

4. No Interest In Land. Owner understands, acknowledges and agrees that the License and this Agreement do not create an interest or estate in Owner's favor in the Town's Easement or the real property underlying the Town's Easement. The Town retains legal possession of the full boundaries of Town's Easement and the License and this Agreement merely grant to the Owner the personal privilege to maintain the Encroachment described above throughout the term of this Agreement.

Notwithstanding the expenditure of time, money or labor by the Owner on the improvements which constitute the Encroachment, the License and this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Owner. Owner shall expend any time, money or labor at Owner's own risk and peril.

5. Limited Scope of License. The License granted to the Owner is limited in scope to the following permitted use or uses: construction of a timber retaining wall with tie-backs. Owner shall not have the right to expand the License, the Encroachment or Owner's use of the Town's Easement or to alter or change the Owner's use of the Town's Easement.

6. Use of Licensed Premises By Others. Owner may permit Owner's employees, business invitees, contractors, tenants, subcontractors, lessees, agents, customers and others to use the portion of the Town's Easement for which the License and this Agreement has been executed.

7. Transferability of License. The License granted to the Owner by this Agreement may be transferred to a subsequent owner of Owner's Property; provided, however, that such subsequent owner shall be required to assume in writing all of Owner's obligations hereunder (in a form acceptable to Town) and such subsequent owner shall acquire nothing more than the personal privilege herein granted to Owner. Further, the rights of any subsequent owner shall be subject to termination in accordance with the provisions of Paragraph 9 of this Agreement.

8. Default. In the event either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within five (5) days following receipt of such notice the defaulting party shall correct such default; or, in the event of a default not capable of being corrected within five (5) days, the defaulting party shall commence correcting the default within five (5) days of receipt of notification thereof and thereafter correct the default with due diligence. If the defaulting party fails to correct the default as provided hereinabove, the non-defaulting party, without further notice, shall have the right to declare that the License and this Agreement are terminated pursuant to Paragraph 9 hereof effective upon such date as the non-defaulting party shall designate. The rights and remedies provided for herein may be exercised singly or in combination.

9. Termination. This Agreement and the License herein granted to Owner is fully terminable in accordance with the following terms and conditions:

a. Termination Upon Notice To Owner. This Agreement, and the License herein granted to Owner, may be terminated by Town, at the Town's sole discretion, without liability for breach of this Agreement by the giving of thirty (30) days' advance written notice to Owner. The notice provision established by this paragraph 9.a. shall conclusively be deemed to be reasonable.

b. Termination Upon Destruction Or Removal Of Improvements. In the event that Owner's improvements which encroach onto the Town's Easement are destroyed or are permanently removed, this Agreement, and the License herein granted to Owner, may be terminated by Town upon not less than thirty (30) days' advance written notice to Owner.

c. Termination Upon Default. This Agreement and the License herein granted to Owner may be terminated by either party upon the material default of the other party in the performance of the material covenants or agreements of this Agreement in accordance with the revisions of Paragraph 8 of this Agreement.

d. Recording Of Notice Of Termination. Upon termination of the License and this Agreement the Town may cause to be recorded with the Clerk and Recorder of Summit County, Colorado a written Notice of Termination.

e. No Compensation To Owner. In the event of termination of the License and this Agreement for any reason, Owner shall not be entitled to receive a refund of any portion of the consideration paid for the License and this Agreement, nor shall Owner be compensated for any improvements which must be removed from the Town's Easement.

10. Permanent Removal Of Encroachment Upon Termination. At such time as this Agreement and the License herein granted to Owner is terminated the Owner shall remove, at Owner's sole expense, any and all Encroachments owned or maintained by Owner on the Town's Easement.

11. Insurance. Owner shall obtain and maintain at all times during the term hereof, at Owner's sole cost, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than \$100,000 for injuries, damages or losses sustained by any one person in any one accident or event, and not less than \$100,000

for injuries, damages or losses incurred by two or more persons in any one accident or event. The Town shall be named as an additional insured on all such policies and Owner shall furnish the Town with a copy of such policy or policies prior to the effective date hereof. Notwithstanding anything contained herein to the contrary, Town may terminate this Agreement, and the License herein granted to Owner, in accordance with the provisions of Paragraphs 8 and 9 of this Agreement, if Owner fails to procure and maintain the insurance required by this Paragraph 11. If at any time while the Agreement is in effect, the limits of liability for local governments under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., are raised above the limits of liability provided hereinabove, Owner's insurance requirement provided in this Paragraph 11 shall be increased accordingly.

12. Maintenance. During the term of this Agreement the Owner shall, at Owner's sole expense, maintain the improvements which encroach onto the Town's Easement in safe and good condition.

13. Owner's Waiver Of Claims Against Town. As a part of the consideration paid by Owner for the License and this Agreement, Owner hereby waives any and all claims which Owner may or might hereafter have or acquire against Town for loss or damage to the Owner's improvements which encroach onto the Town's Easement arising from the use by the Town, or the public, of the Town's Easement for any purpose.

14. Indemnification. Owner agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and insurer, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the Town's Easement pursuant to the License and this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Owner, any contractor or subcontractor of the Owner, or any officer, employee, tenant, agent, customer, or representative of the Owner, or of any person permitted or allowed to use the Town's Easement by Owner, or which arise out of any worker's compensation claim of any employee of the Owner or of any subcontractor of the Owner or of any tenant of Owner; except to the extent such liability, claim or demand arises through the negligence of Town, its officers, employees or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

15. Mechanics' Liens. Owner shall not allow any mechanics' or similar liens to be filed against the Town or the Town's Easement arising from any work done by Owner on the Town's Easement, and Owner shall indemnify and hold Town harmless with respect thereto, including any attorney's fees incurred by Town in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town's Easement by reason of labor performed by, or materials furnished for, the Owner, the Owner shall, within ten (10) days thereafter, at the Owner's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed. Failure to do so shall constitute a default hereunder for which the Town may terminate this Agreement in accordance with the provisions of Paragraphs 8 and 9 of this Agreement.

16. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:

If To The Town:

Town Manager
Town of Dillon
P.O. Box 8
Dillon, Colorado 80435

If To The Owner:

Hoagland Revocable Trust
William P. Hoagland & Karin M. Hoffman-Hoagland, Trustees
PO Box 52
Dillon, CO 80435

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Paragraph 16.

17. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

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

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

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

21. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

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

23. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

24. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this 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 Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

25. Authority Of Town. This Agreement is entered into pursuant to a Resolution of the Town Council of the Town of Dillon, Colorado adopted _____, 20__.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have entered into this Encroachment License Agreement as of the day and year first set forth above.

TOWN:

TOWN OF DILLON,
a Colorado municipal corporation

By: _____
Kevin Burns, Mayor

ATTEST:

By: _____
Jo-Anne Tyson, CMC, Town Clerk

OWNER:

ATTEST:

By: _____
William P. Hoagland, Trustee

By: _____

By: _____
Karin M Hoffman-Hoagland, Trustee

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The forgoing Encroachment License Agreement was subscribed and sworn to before me this ___ day of _____, 20___, by _____, (President) or (Manager and Member) and _____, Secretary, of _____.

(Seal of Notary)

Notary Public
Address

My Commission expires:

EXHIBIT "A"

("legal description of Town's Easement")

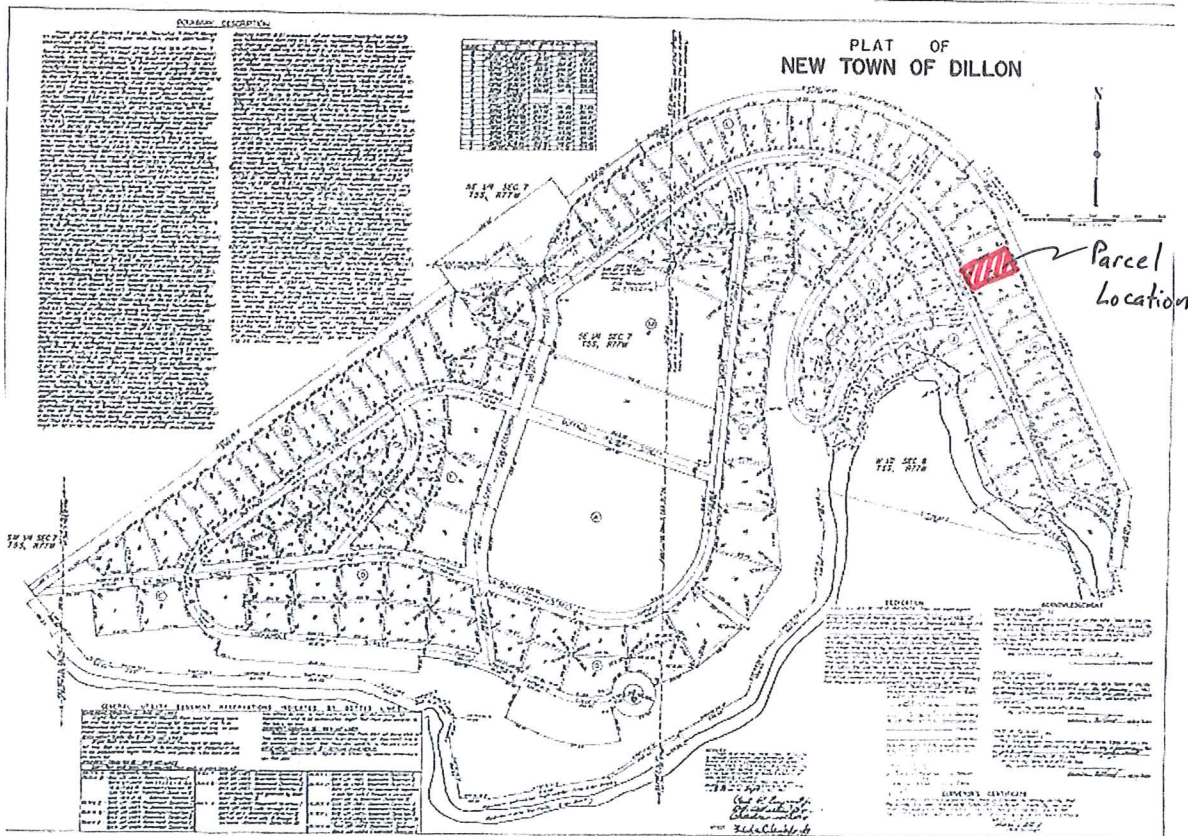
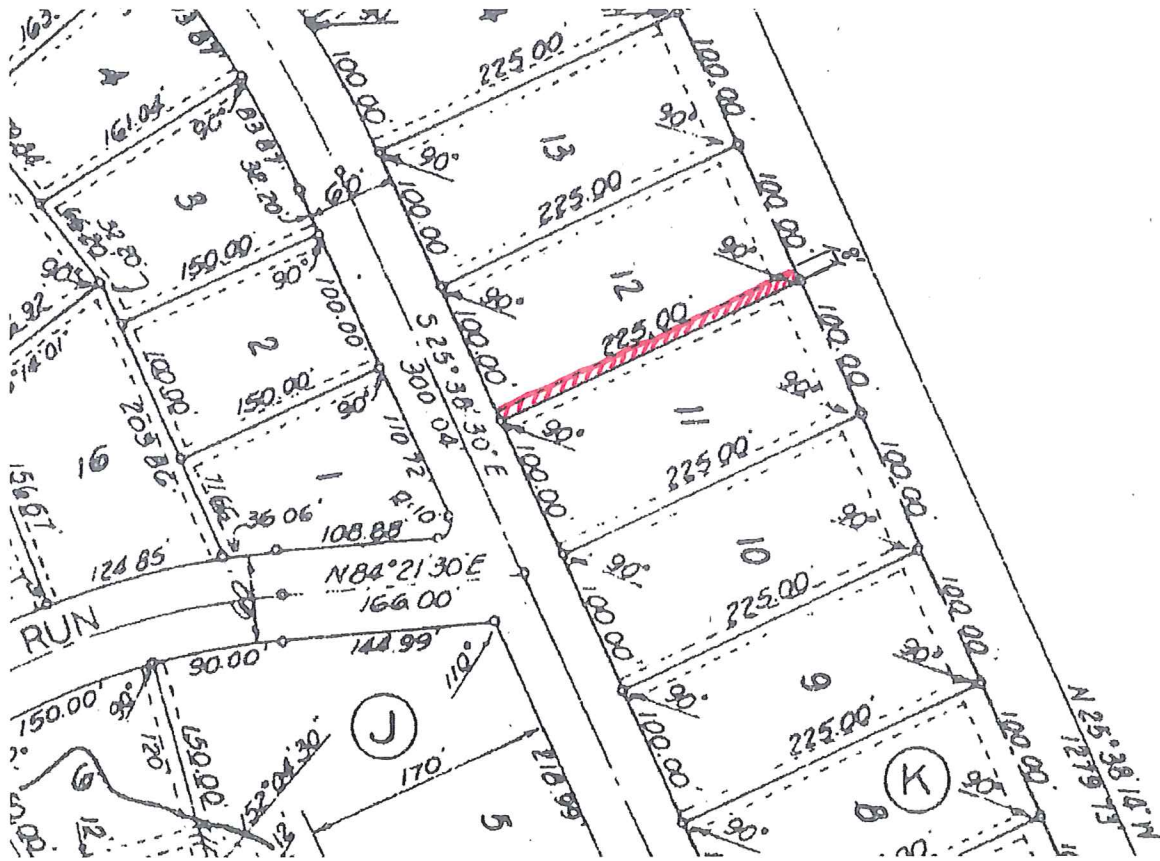
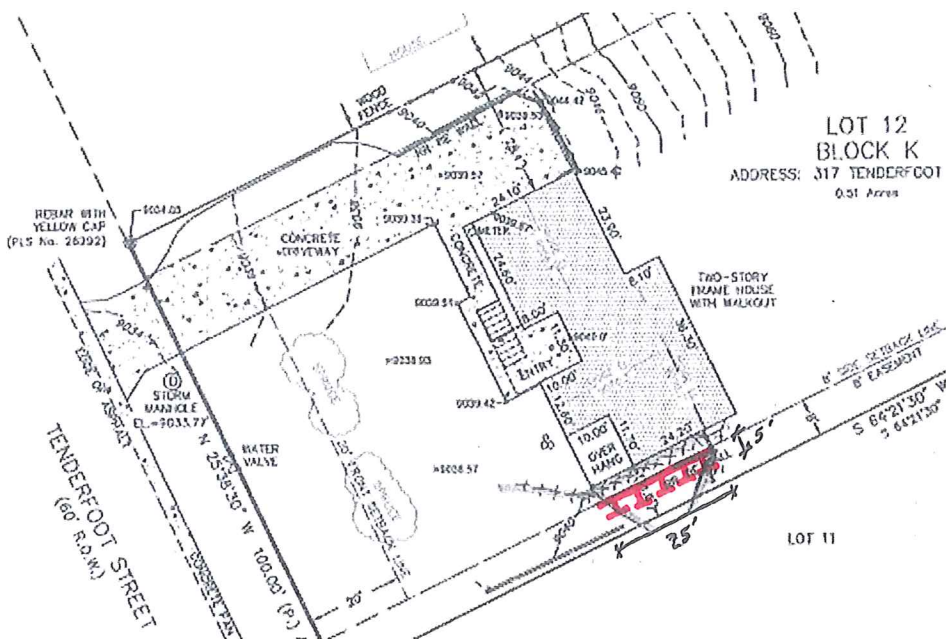
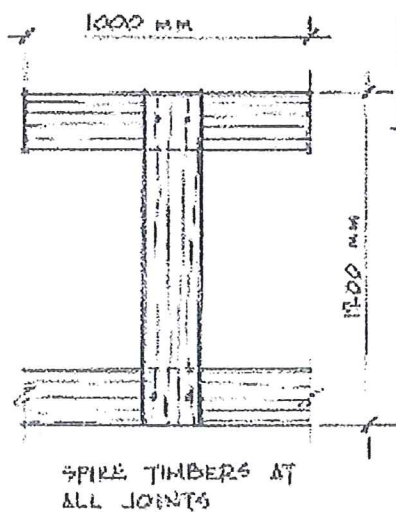


EXHIBIT "B"

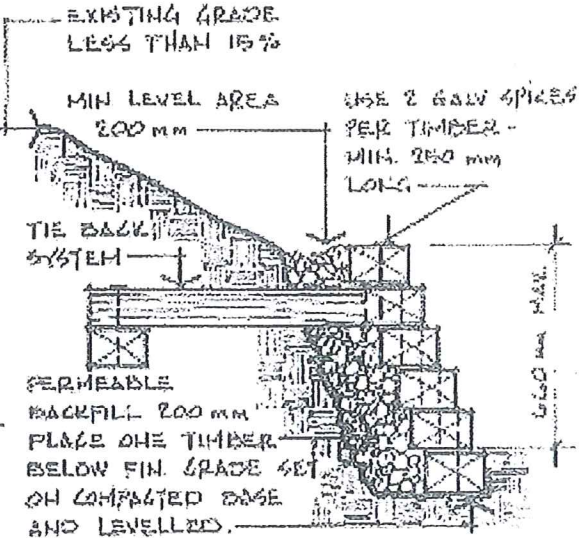
(drawing of encroachment)



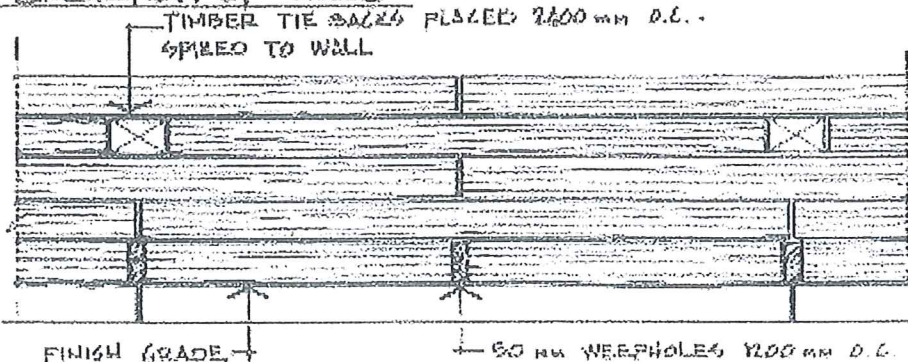
PLAN OF TIE-BACK



SECTION OF WALL



ELEVATION OF WALL



**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
JULY 19, 2016 TOWN COUNCIL MEETING**

DATE: July 15, 2016

AGENDA ITEM NUMBER: 9

AGENDA ITEM TO BE CONSIDERED:

A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO AN ENCROACHMENT LICENSE AGREEMENT AUTHORIZING LEONARD T. AND CHRISTINE I. SZMURLO, THE OWNERS OF 11 CORINTHIAN CIRCLE, MORE SPECIFICALLY KNOWN AS LOT 1A, BLOCK 1 OF THE CORINTHIAN HILL SUBDIVISION, DILLON, COLORADO, TO LOCATE A HOT TUB ON THE TOWN'S UTILITY EASEMENT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID ENCROACHMENT LICENSE AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

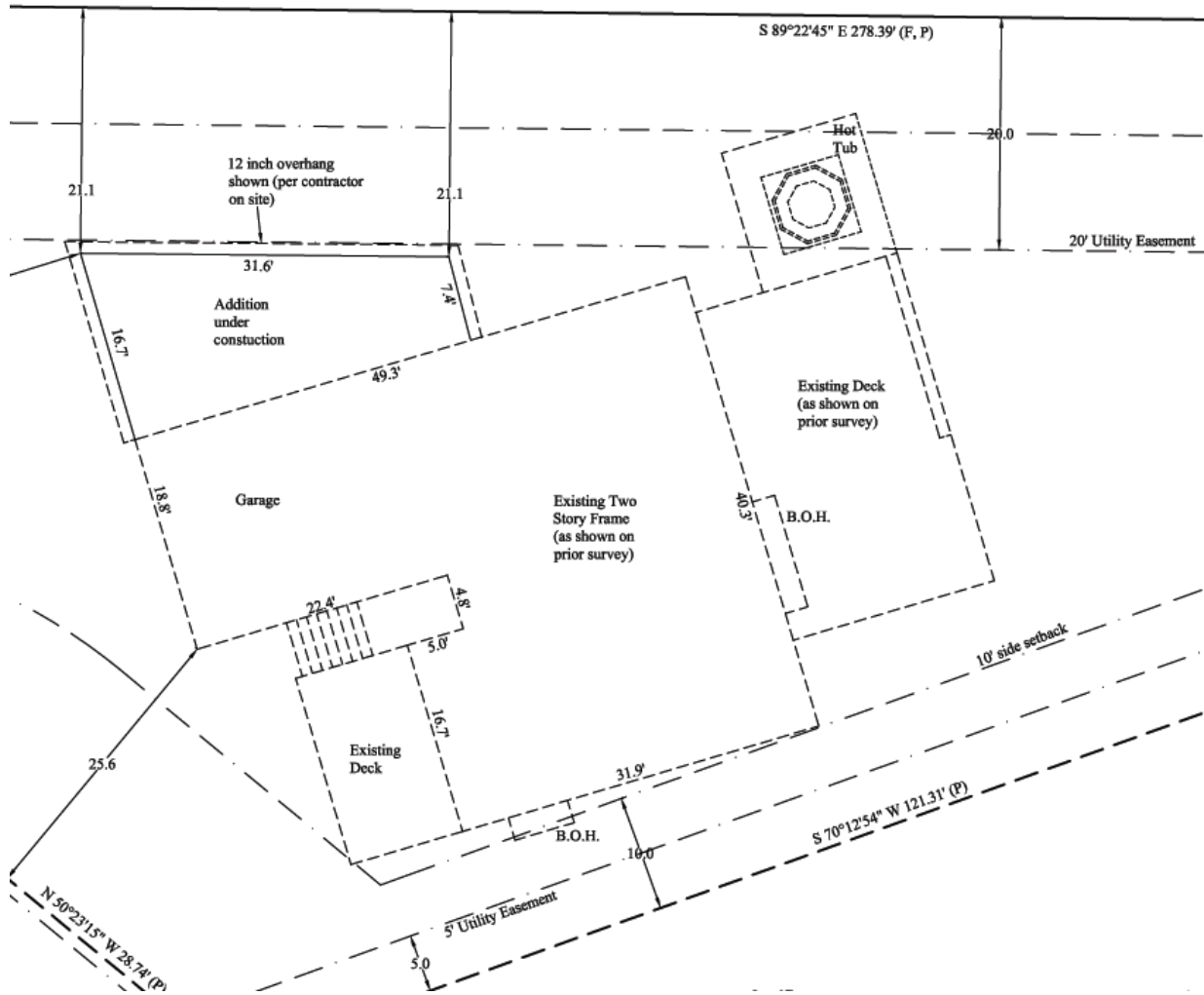
SUMMARY:

The Town received a Development Permit Application for an addition at 11 Corinthian Circle (Lot 1A, Block 1, Corinthian Hill Subdivision; Residential Medium (RM) zoning district). During the plan review, it was determined that an existing hot tub is located in the utility easement. The applicant states that the hot tub was in the location when they purchased the property and it is their desire to keep the hot tub in the current location.

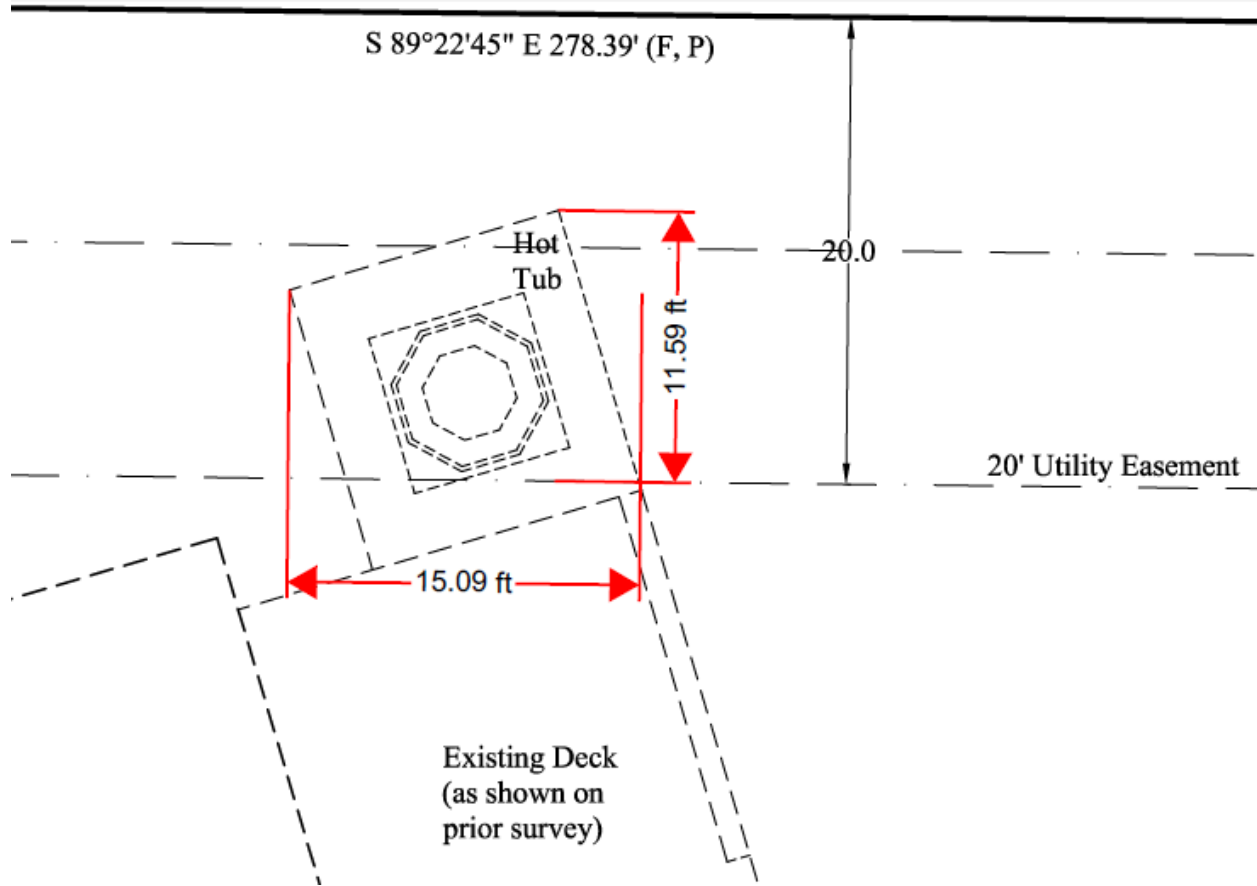


Existing hot tub partially in utility easement.

The Encroachment License Agreement attached to this Resolution details that if utility work is required in the easement, the property owner assumes all risks associated with the improvements in the easement, and would not be entitled to any compensation if the improvements require removal for work in the easement in the future. The property owner also obtains no interest in land under this agreement.



Improvement Location Certificate showing the hot tub located in the 20' utility easement.



Dimensions of the Encroachment

STAFF RECOMMENDATION:

Staff recommends approval of Resolution 37-16, 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:

Ned West, Town Planner

RESOLUTION NO. 37-16
Series of 2016

A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO AN ENCROACHMENT LICENSE AGREEMENT AUTHORIZING LEONARD T. AND CHRISTINE I. SZMURLO, THE OWNERS OF 11 CORINTHIAN CIRCLE, MORE SPECIFICALLY KNOWN AS LOT 1A, BLOCK 1 OF THE CORINTHIAN HILL SUBDIVISION, DILLON, COLORADO, TO LOCATE A HOT TUB ON THE TOWN'S UTILITY EASEMENT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID ENCROACHMENT LICENSE AGREEMENT; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Dillon, Colorado wishes to enter into an Encroachment License Agreement authorizing Leonard T. and Christine I. Szmurlo, to locate a hot tub on the Town's utility easement; and

WHEREAS, the Town Council of the Town of Dillon believes it is in the best interest of the Town to enter into such an Encroachment License Agreement.

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

Section 1. That the Encroachment License Agreement between the Town of Dillon and Leonard T. and Christine I. Szmurlo, a copy of which is attached hereto and incorporated herein by reference, is found to be a reasonable and acceptable agreement for authorizing building on the Town's utility easement.

Section 2. That the Town of Dillon be and is hereby authorized and directed to enter into the Encroachment License Agreement, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Dillon to said Agreement.

Section 3. That entering into the Encroachment License Agreement is found to be in the best interest of the Town of Dillon, and necessary for the preservation of the public health and safety.

APPROVED AND ADOPTED THIS 19th 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



ENCROACHMENT LICENSE AGREEMENT

THIS ENCROACHMENT LICENSE AGREEMENT (“Agreement”) is made and entered into at Dillon, Colorado this ___ day of _____, 2016, by and between the TOWN OF DILLON, a Colorado municipal corporation (“Town”) and Leonard T. Szmurlo and Christine I. Szmurlo, homeowners (“Owner”).

RECITALS

A. Owner is the owner of a single family home constructed on Lot 1A, Block 1, CORINTHIAN HILL REPLAT A subdivision according to the plat thereof recorded on July 15, 1993, under reception number 446734, Town of Dillon, County of Summit, State of Colorado (“Owner's Property”).

B. Town is the owner of the following easement situate in the County of Summit and State of Colorado, to wit: See Exhibit “A,” attached hereto and incorporated herein by this reference (“Town's Easement”).

C. A portion of the Owner's improvement, more specifically a deck with a hot tub, used in connection with the single family home constructed on Lot 1A encroaches into and on the Town's Easement (the “Encroachment”), as shown on the attached Exhibit “B,” incorporated herein by reference.

D. The Town has agreed to grant to Owner a personal privilege to maintain the Encroachment described above on the Town's Easement, all in accordance with, and subject to the terms, conditions and limitations of, this Agreement.

1. Grant of License. The Town hereby grants to the Owner the personal privilege and permission to enter upon the Town's Easement and to maintain the Encroachment described above on the Town's Easement subject, however, to the terms, conditions and limitations of this Agreement (the “License”). The License herein granted shall be subject to all existing utilities, if any, located on or under the Town's Easement.

2. Term. This Agreement and the License granted to Owner hereunder shall commence as of the date of this Agreement and shall continue until terminated pursuant to Paragraph 9 of this Agreement.

3. Consideration. The consideration to be paid by the Owner to the Town for the License and privilege granted by this Agreement shall be Eighty Dollars and NO cents (\$80.00), receipt of which is hereby acknowledged by the Town, and other good and valuable consideration as herein provided.

4. No Interest In Land. Owner understands, acknowledges and agrees that the License and this Agreement do not create an interest or estate in Owner's favor in the Town's Easement or the real property underlying the Town's Easement. The Town retains legal possession of the full boundaries of Town's Easement and the License and this Agreement merely grant to the Owner the personal privilege to maintain the Encroachment described above throughout the term of this Agreement.

Notwithstanding the expenditure of time, money or labor by the Owner on the improvements which constitute the Encroachment, the License and this Agreement shall in no event be construed to create an assignment coupled with an interest in favor of the Owner. Owner shall expend any time, money or labor at Owner's own risk and peril.

5. Limited Scope of License. The License granted to the Owner is limited in scope to the following permitted use or uses: Existing Hot Tub and associated wooden deck. Owner shall not have the right to expand the License, the Encroachment or Owner's use of the Town's Easement or to alter or change the Owner's use of the Town's Easement.

6. Use of Licensed Premises By Others. Owner may permit Owner's employees, business invitees, contractors, tenants, subcontractors, lessees, agents, customers and others to use the portion of the Town's Easement for which the License and this Agreement has been executed.

7. Transferability of License. The License granted to the Owner by this Agreement may be transferred to a subsequent owner of Owner's Property; provided, however, that such subsequent owner shall be required to assume in writing all of Owner's obligations hereunder (in a form acceptable to Town) and such subsequent owner shall acquire nothing more than the personal privilege herein granted to Owner. Further, the rights of any subsequent owner shall be subject to termination in accordance with the provisions of Paragraph 9 of this Agreement.

8. Default. In the event either party materially defaults in the performance of any of the material covenants or agreements to be kept, done or performed by it under the terms of this Agreement, the non-defaulting party shall notify the defaulting party in writing of the nature of such default. Within five (5) days following receipt of such notice the defaulting party shall correct such default; or, in the event of a default not capable of being corrected within five (5) days, the defaulting party shall commence correcting the default within five (5) days of receipt of notification thereof and thereafter correct the default with due diligence. If the defaulting party fails to correct the default as provided hereinabove, the non-defaulting party, without further notice, shall have the right to declare that the License and this Agreement are terminated pursuant to Paragraph 9 hereof effective upon such date as the non-defaulting party shall designate. The rights and remedies provided for herein may be exercised singly or in combination.

9. Termination. This Agreement and the License herein granted to Owner is fully terminable in accordance with the following terms and conditions:

a. Termination Upon Notice To Owner. This Agreement, and the License herein granted to Owner, may be terminated by Town, at the Town's sole discretion, without liability for breach of this Agreement by the giving of thirty (30) days' advance written notice to Owner. The notice provision established by this paragraph 9.a. shall conclusively be deemed to be reasonable.

b. Termination Upon Destruction Or Removal Of Improvements. In the event that Owner's improvements which encroach onto the Town's Easement are destroyed or are permanently removed, this Agreement, and the License herein granted to Owner, may be terminated by Town upon not less than thirty (30) days' advance written notice to Owner.

c. Termination Upon Default. This Agreement and the License herein granted to Owner may be terminated by either party upon the material default of the other party in the performance of the material covenants or agreements of this Agreement in accordance with the revisions of Paragraph 8 of this Agreement.

d. Recording Of Notice Of Termination. Upon termination of the License and this Agreement the Town may cause to be recorded with the Clerk and Recorder of Summit County, Colorado a written Notice of Termination.

e. No Compensation To Owner. In the event of termination of the License and this Agreement for any reason, Owner shall not be entitled to receive a refund of any portion of the consideration paid for the License and this Agreement, nor shall Owner be compensated for any improvements which must be removed from the Town's Easement.

10. Permanent Removal Of Encroachment Upon Termination. At such time as this Agreement and the License herein granted to Owner is terminated the Owner shall remove, at Owner's sole expense, any and all Encroachments owned or maintained by Owner on the Town's Easement.

11. Insurance. Owner shall obtain and maintain at all times during the term hereof, at Owner's sole cost, a policy or policies of comprehensive general liability insurance with limits of coverage of not less than \$100,000 for injuries, damages or losses sustained by any one person in any one accident or event, and not less than \$100,000 for injuries, damages or losses incurred by two or more persons in any one accident or event. The Town shall be named as an additional insured on all such policies and Owner shall furnish the Town with a copy of such policy or policies prior to the effective date hereof. Notwithstanding anything contained herein to the contrary, Town may

terminate this Agreement, and the License herein granted to Owner, in accordance with the provisions of Paragraphs 8 and 9 of this Agreement, if Owner fails to procure and maintain the insurance required by this Paragraph 11. If at any time while the Agreement is in effect, the limits of liability for local governments under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., are raised above the limits of liability provided hereinabove, Owner's insurance requirement provided in this Paragraph 11 shall be increased accordingly.

12. Maintenance. During the term of this Agreement the Owner shall, at Owner's sole expense, maintain the improvements which encroach onto the Town's Easement in safe and good condition.

13. Owner's Waiver Of Claims Against Town. As a part of the consideration paid by Owner for the License and this Agreement, Owner hereby waives any and all claims which Owner may or might hereafter have or acquire against Town for loss or damage to the Owner's improvements which encroach onto the Town's Easement arising from the use by the Town, or the public, of the Town's Easement for any purpose.

14. Indemnification. Owner agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and insurer, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the Town's Easement pursuant to the License and this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligence of Owner, any contractor or subcontractor of the Owner, or any officer, employee, tenant, agent, customer, or representative of the Owner, or of any person permitted or allowed to use the Town's Easement by Owner, or which arise out of any worker's compensation claim of any employee of the Owner or of any subcontractor of the Owner or of any tenant of Owner; except to the extent such liability, claim or demand arises through the negligence of Town, its officers, employees or agents. Owner agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of the Owner. Owner also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees.

15. Mechanics' Liens. Owner shall not allow any mechanics' or similar liens to be filed against the Town or the Town's Easement arising from any work done by Owner on the Town's Easement, and Owner shall indemnify and hold Town harmless with respect thereto, including any attorney's fees incurred by Town in connection with any such lien or claim. If any mechanics' or other liens shall be created or filed against the Town's Easement by reason of labor performed by, or materials furnished for, the Owner, the Owner shall, within ten (10) days thereafter, at the Owner's own cost and expense, cause such lien or liens to be satisfied and discharged of record together with any Notices Of Intention To File Mechanic's Lien that may have been filed. Failure to do so shall constitute a default hereunder for which the Town may terminate this Agreement in accordance with the provisions of Paragraphs 8 and 9 of this Agreement.

16. Notices. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed to the following:

If To The Town:

Town Manager
Town of Dillon
P.O. Box 8
Dillon, Colorado 80435

If To The Owner:

Leonard & Christine Szmurlo
11 Corinthian Circle
Dillon, CO 80435

Notices mailed in accordance with the provisions of this Paragraph shall be deemed to have been given upon mailing. Notices personally delivered shall have been deemed to have been given upon delivery. Either party may change its address by giving notice thereof to the other party in the manner provided in this Paragraph 16.

17. Attorney's Fees. If any action is brought in a court of law by either party to this Agreement concerning the enforcement, interpretation or construction of this Agreement, the prevailing party, either at trial or upon appeal, shall be entitled to reasonable attorney's fees as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

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

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

20. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement or understanding relating to the subject matter of this Agreement. Any such prior agreement shall be deemed to be null and void and of no further effect.

21. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

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

23. Terminology. Wherever applicable, the pronouns in this Agreement designating the masculine or neuter shall equally apply to the feminine, neuter and masculine genders. Furthermore, wherever applicable within this Agreement, the singular shall include the plural, and the plural shall include the singular.

24. Situs, Venue and Severability. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this 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 Agreement shall be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

25. Authority Of Town. This Agreement is entered into pursuant to a Resolution of the Town Council of the Town of Dillon, Colorado adopted _____, 20__.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have entered into this Encroachment License Agreement as of the day and year first set forth above.

TOWN:

TOWN OF DILLON,
a Colorado municipal corporation

By: _____
Kevin Burns, Mayor

ATTEST:

By: _____
Jo-Anne Tyson, CMC, Town Clerk

OWNER:

Leonard T. Szmurlo
Homeowner at 11 Corinthian Circle

Christine I. Szmurlo
Homeowner at 11 Corinthian Circle

By: _____

By: _____

EXHIBIT "A"

("legal description of Town's Easement")

CORINTHIAN HILL REPLAT A

A REPLAT OF LOTS 1 & 2, BLOCK 1, AMENDED CORINTHIAN HILL PLAT
SECTION 17, T5S, R77W, 6TH P.M., TOWN OF DILLON, SUMMIT COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT C & F INVESTMENTS, THE UNDERSIGNED, BEING THE OWNERS OF THE PROPERTY PARTICULARLY DESCRIBED AS FOLLOWS: LOTS 1 AND 2, BLOCK 1, AMENDED CORINTHIAN HILL SUBDIVISION CONTAINING 2.26 ACRES, MORE OR LESS,

HAVE LAID OUT, PLATTED AND SUBDIVIDED SAME AS SHOWN ON THIS PLAT AND THE NAME AND STYLE OF CORINTHIAN HILL REPLAT A AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE TOWN OF DILLON UTILITY EASEMENTS FOR THE PERPETUAL USE OF THE PUBLIC.

C & F INVESTMENTS, A COLORADO GENERAL PARTNERSHIP
Lawrence Feldman
LAWRENCE FELDMAN, GENERAL PARTNER

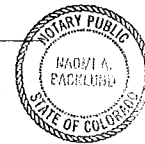
ACKNOWLEDGEMENTS

STATE OF COLORADO }
COUNTY OF SUMMIT }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 13th DAY OF JULY 1993 BY *Lawrence Feldman*

WITNESS MY HAND AND OFFICIAL SEAL

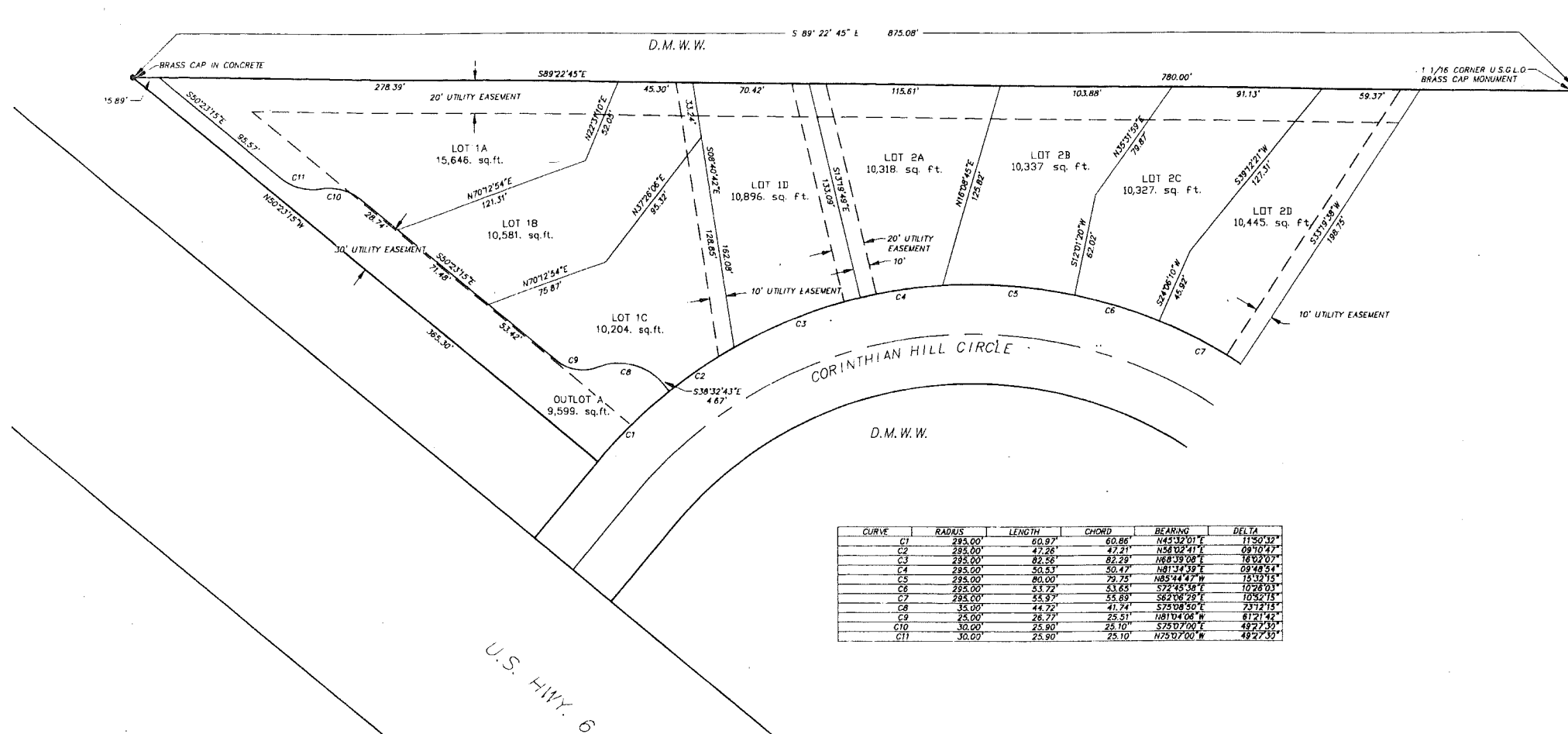
Thomas A. Backlund
NOTARY PUBLIC



MY COMMISSION EXPIRES: 10/20/94

NOTES

- OUTLOT A IS A COMMON LANDSCAPE AREA AND DRIVEWAY ON PRIVATE PROPERTY TO BE JOINTLY OWNED BY THE OWNERS OF LOTS 1A, 1B, 1C AS TENANTS IN COMMON. SAID OWNERS ON AN EQUAL BASIS SHALL BE SOLELY RESPONSIBLE FOR SNOW REMOVAL, LANDSCAPE MAINTENANCE, DRIVEWAY MAINTENANCE, AND ALL OTHER MAINTENANCE AND REPAIRS TO OUTLOT A. NEITHER THE TOWN OF DILLON OR THE CORINTHIAN HILLS HOMEOWNERS' ASSOCIATION SHALL HAVE ANY RESPONSIBILITY FOR SNOW REMOVAL, LANDSCAPE MAINTENANCE, DRIVEWAY MAINTENANCE, OR MAINTENANCE AND REPAIRS OF ANY KIND WHATSOEVER AT ANY TIME.
- NOTHING, INCLUDING, BUT NOT LIMITED TO, CAMPERS, MOTOR HOMES, TRAILERS, BOATS, SNOWMOBILES, ETC. MAY BE PARKED OR STORED IN OUTLOT A AT ANY TIME AND NONE OF THE ABOVE OR SIMILAR VEHICLES MAY BE PARKED IN THE DRIVEWAYS OF LOTS 1A, 1B, 1C, 1D, 2A, 2B, 2C, OR 2D FOR A PERIOD OF MORE THAN 72 HOURS ON ANY OCCASION. OWNERS SHALL NOT BE PROHIBITED FROM PARKING OR STORING ANY OF THE ABOVEMENTIONED VEHICLES IN GARAGES OR AREAS SCREENED FROM VIEW ON THEIR OWN LOTS.
- ALL LOTS GRANT A 5' WIDE UTILITY EASEMENT ALONG ALL SIDE LOT LINES UNLESS SHOWN OTHERWISE.



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	285.00'	60.87'	60.86'	N45.32.01"E	115.032'
C2	285.00'	47.26'	47.21'	N56.02.41"E	097.047'
C3	285.00'	82.56'	82.29'	N68.39.08"E	16.02.07"
C4	285.00'	50.53'	50.47'	N81.14.39"E	09.48.54"
C5	285.00'	80.00'	79.75'	N85.44.47"W	15.32.15"
C6	285.00'	33.72'	33.65'	S72.45.58"E	10.28.03"
C7	285.00'	55.97'	55.89'	S62.06.29"E	10.50.75"
C8	35.00'	44.72'	41.74'	S75.08.50"E	23.73.75"
C9	25.00'	26.77'	25.51'	N81.04.08"W	81.21.42"
C10	30.00'	25.90'	25.10'	S75.07.00"E	49.27.30"
C11	30.00'	25.90'	25.10'	N75.07.00"W	49.27.30"

PLANNING AND ZONING APPROVAL

THE PLAT OF CORINTHIAN HILL IS HEREBY APPROVED BY THE DILLON PLANNING AND ZONING BOARD ON THIS 13th DAY OF JULY A.D. 1993.

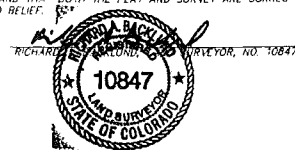
TOWN OF DILLON PLANNING AND ZONING BOARD

BY: *Thomas A. Backlund*
CHAIRMAN
ATTEST: *Julie A. Boyd*
SECRETARY

SURVEYORS CERTIFICATE

RICHARD A. BACKLUND, BEING A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PLAT AND SURVEY OF CORINTHIAN HILL REPLAT A WAS MADE BY ME AND UNDER MY SUPERVISION AND THAT BOTH THE PLAT AND SURVEY ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: July 2, 1993



NOTES

- OUTLOT A IS TO BE A COMMON LANDSCAPE AREA AND DRIVEWAY TO BE JOINTLY OWNED AND MAINTAINED BY LOT 1A, 1B AND 1C.
- ALL LOTS GRANT A 5' WIDE UTILITY EASEMENT ALONG ALL SIDE LOT LINES UNLESS SHOWN OTHERWISE.

TOWN OF DILLON APPROVAL

THIS PLAT OF CORINTHIAN HILL REPLAT A IS HEREBY APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF DILLON, COLORADO.

DATED THIS 13th DAY OF JULY A.D. 1993

BOARD OF TRUSTEES, TOWN OF DILLON

BY: *C. J. Harris*
MAYOR

ATTEST: *Julie A. Boyd*
CLERK

CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT 3:10 O'CLOCK P.M. JULY 15 1993 AND IS DULY RECORDED IN BOOK 211 AT PAGE NO. 446734

Debra L. Bill
CLERK AND RECORDER
COUNTY OF SUMMIT
STATE OF COLORADO
Sandra O'Brien
DEPUTY

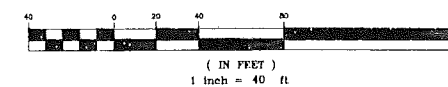
TITLE INSURANCE CO. CERTIFICATE

LAND TITLE GUARANTEE COMPANY DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO ALL LANDS HEREIN DEDICATED AND SHOWN ON THIS PLAT AND TITLE TO SUCH LAND IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES EXCEPT AS FOLLOWS: None

DATED THIS 13th DAY OF JULY A.D. 1993

BY: *[Signature]*
AGENT

GRAPHIC SCALE



559
TOWN OF DILLON PUBLIC WORKS
RECORD DRAWING SET
Design
Blk. Sec.
Survey
As-Built
Misc.
Aerial Photo
GIS Maps
Gen. Notes

CORINTHIAN HILL
REPLAT "A" LOTS 1 & 2, BLOCK 1
SCALE: 1" = 40'
DESIGNER: HURST & ASSOCIATES, INC.
CONSULTING ENGINEERS
302 7th St., Suite 112
Dillon, Colorado 80115
JOB NO. 200012 DATE: 7/15/93 SHEET OF 1

EXHIBIT "B"

(drawing of encroachment)

