

**TOWN OF DILLON
TOWN COUNCIL**

REGULAR MEETING

**Town Hall Council Chambers
7:00 p.m.
Tuesday, May 3, 2016**



AGENDA

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of Consent Agenda
 - a. Minutes of Regular Meeting of April 19, 2016
 - b. Approval of Bill List and Payroll Ledger
 - c. Excused Absence for Council Member Westerberg for the April 19, 2016 Town Council Meeting
4. Citizen Comments
 - Flight for Life Memorial Park
5. Consideration of Ordinance No. 06-16, Series of 2016
Second Reading and Public Hearing

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO, AUTHORIZING THE TOWN TO ENTER INTO AN OPTION TO PURCHASE AGREEMENT WITH DILLON GATEWAY DIAMOND IN THE RUFF, LLC GRANTING DILLON GATEWAY DIAMOND IN THE RUFF, LLC THE OPTION TO PURCHASE CERTAIN TOWN REAL PROPERTY; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID OPTION; AND, SETTING FORTH DETAILS IN RELATION THERETO.

6. Consideration of Ordinance No. 07-16, Series of 2016

AN ORDINANCE AUTHORIZING AND DIRECTING THE TOWN OF DILLON, COLORADO TO ENTER INTO AND SIGN A SIXTH AMENDMENT TO LEASE AGREEMENT WITH BULLWINKLES GRILL COMPANY, INC.; EXPANDING THE CONCESSIONAIRE'S LEASE PREMISES; AND, SETTING FORTH DETAILS IN RELATION THERETO.

7. Town Manager's Update
8. Mayor's Update
9. Adjournment

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

970.468.2403
Fax 970.262.3410

**TOWN OF DILLON
TOWN COUNCIL
REGULAR MEETING**

Tuesday, April 19, 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, April 19, 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, and Carolyn Skowyra. Council Member Westerberg was absent (excused). Staff members present were: Tom Breslin, Town Manager; Dan Burroughs, Town Engineer; Carri McDonnell, Finance Director; Mark Heminghaus, Police Chief; Scott O'Brien, Public Works Director; and Jo-Anne Tyson, Town Clerk.

APPROVAL OF AGENDA

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

APPROVAL OF CONSENT AGENDA

Council Member Bailey moved to approve the following consent agenda:

- a. Minutes of Regular Meeting of April 5, 2016
- b. Approval of Bill List dated April 15, 2016 in the amount of \$218,544.74 and Payroll Ledger dated April 15, 2016 in the amount of \$57,540.43.
- c. Excused Absence for Council Member Raitano for April 5, 2016 Town Council Meeting
- d. Resolution No. 21-16, Series of 2016
Appointing Teresa England to the Dillon Planning and Zoning Commission
- e. Resolution No. 22-16, Series of 2016
Appointing Mellanee Montgomery to the Dillon Cemetery Advisory Committee (DCAC)
- f. Resolution No. 23-16, Series of 2016
A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A CONTRACT WITH BETONE, LLC FOR THE 2016 TOWN HALL PARKING EXPANSION PROJECT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.
- g. Resolution No. 24-16, Series of 2016
A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A CONTRACT WITH A-PEAK, INC. FOR THE 2016 ASPHALT OVERLAY PROJECT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.

- h. Resolution No. 25-16, Series of 2016
A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A CONTRACT WITH A-PEAK, INC. FOR THE 2016 REC PATH OVERLAY PROJECT; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN THE NECESSARY DOCUMENTS; AND, SETTING FORTH DETAILS IN RELATION THERETO.
- i. Resolution No. 26-16, Series of 2016
A RESOLUTION AUTHORIZING THE TOWN OF DILLON, COLORADO, TO ENTER INTO A SMALL MULTI-JURISDICTIONAL ENTERPRISE LICENSE AGREEMENT WITH ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

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

CITIZEN COMMENTS

There were no citizen comments.

CONSIDERATION OF ORDINANCE 05-16, SERIES OF 2016

Second Reading and Public Hearing

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 7, "HEALTH, SANITATION, AND ANIMALS," ARTICLE VII, "INDOOR AIR QUALITY AND SMOKING REGULATIONS;" AMENDING CHAPTER 10, "GENERAL OFFENSES," ARTICLE I, "GENERAL PROVISIONS," OF THE DILLON MUNICIPAL CODE; AND, SETTING FORTH DETAILS IN RELATION THERETO.

Town Clerk Jo-Anne Tyson reported that the purpose of this Ordinance is to incorporate updated definitions, smoking regulations, offenses, and nuisances to Chapters 7 and 10 of the Dillon Municipal Code. These proposed changes intend to bring balance between the health concerns of nonconsumers of tobacco and marijuana products and the need to minimize unwarranted governmental intrusion into the use or nonuse of tobacco and marijuana products in certain designated public areas and in private places. Within this Ordinance, staff is proposing:

- renaming the title of the Dillon Municipal Code, Chapter 7, Article VII, "Indoor Air Quality and Smoking Regulations" to "Air Quality and Smoking Regulations" to reflect the intent of the proposed ordinance which includes both indoor and outdoor air quality regulations.
- additional definitions to the Dillon Municipal Code, Chapter 7, Article VII, "Indoor Air Quality and Smoking Regulations" to further clarify terminology specific to smoking and vaping and their devices.
- changing the prohibition of smoking at entry to public places distance requirement from ten to fifteen feet.
- revised smoking signage regulations to include a "No Smoking" symbol clearly indicating the prohibition of cigarettes, marijuana and electronic delivery devices. These symbols shall include the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette), a marijuana leaf symbol (a

pictorial of a single marijuana leaf), and a delivery device symbol (a pictorial of a delivery device); all enclosed in circles with bars slashed across them.

Ms. Tyson stated that Council heard and unanimously approved the First Reading of this Ordinance at the April 5, 2016 Town Council meeting and no public comments have been received for or against the proposed changes. This public hearing was published in accordance with public posting requirements as set forth by the Dillon Municipal Code. Mayor Burns opened the public hearing at 7:08 p.m. There being no public comment, Mayor Burns closed the public hearing at 7:09 p.m.

Council Member Bailey moved to approve Ordinance No. 05-16, Series of 2016. Council Member Barchers seconded the motion which passed unanimously upon roll call vote.

CONSIDERATION OF ORDINANCE NO. 06-16, SERIES OF 2016

First Reading

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO, AUTHORIZING THE TOWN TO ENTER INTO AN OPTION TO PURCHASE AGREEMENT WITH DILLON GATEWAY DIAMOND IN THE RUFF, LLC GRANTING DILLON GATEWAY DIAMOND IN THE RUFF, LLC THE OPTION TO PURCHASE CERTAIN TOWN REAL PROPERTY; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID OPTION; AND, SETTING FORTH DETAILS IN RELATION THERETO.

Town Engineer Dan Burroughs stated that the Town wishes to enter into an Option to Purchase Agreement with Dillon Gateway Diamond in the Ruff, LLC (“DGDR”) wherein the Town grants to DGDR an option to purchase certain real property owned by the Town described as Lots 1 and 1B, Block B, New Town of Dillon Subdivision, Town of Dillon, County of Summit, State of Colorado for the amount of \$549,000.00, granting the option to purchase the Property for a period of one (1) year for a consideration of \$500.00. He further stated that the purpose of this option agreement is to bundle the Town owned property with two privately held parcels to encourage a large development project at the Southwest Corner of Lake Dillon Drive and US Highway 6, which is the main entrance to Town.

Council Member Bailey moved to approve Ordinance No. 06-16, Series of 2016. Council Member Barchers seconded the motion which passed unanimously upon roll call vote.

CONSIDERATION OF RESOLUTION NO. 27-16, SERIES OF 2016

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO, ADOPTING THE REVISED TOWN OF DILLON CEMETERY RULES AND REGULATIONS DATED APRIL, 2016; AND, SETTING FORTH DETAILS IN RELATION THERETO.

Public Works Director and Cemetery Superintendent Scott O’Brien reported that the Dillon Cemetery Advisory Committee and staff have been working on several “housekeeping” items within the Dillon Cemetery’s Rules and Regulations. These items include:

- more specific definitions related to burial plots and residents

- further clarification regarding burial specifications; changing the allowance from four (4) to two (2) cremated remains in a single burial plot, effective January 1, 2016
- monument allowance per lot and placement of markers

Council Member Barchers moved to approve Resolution No. 27-16, Series of 2016. Council Member Bailey seconded the motion which passed unanimously upon roll call vote.

TOWN MANAGER REPORT:

Town Manager Tom Breslin reviewed several items with Council including:

- Lake Dillon Theatre has almost completely vacated the Old Town Hall building.
- Staff has met with an audio visual technician and architect regarding the Council Chambers remodel and construction is expected to begin in late summer.
- Discussions surrounding stairs accessing the Dillon Marina have progressed and will include ramps and connections to current paths making it easier for customers to haul equipment and supplies to the docks.
- Staff continues to work on solidifying the Triathlon event.
- Colorado Mountain College had an architect working on site renderings for available parcels in Town.
- Staff met with Flo Raitano regarding the opportunity of the Town obtaining a Creative Arts District designation.
- An Open House is scheduled on Wednesday, May 18, 2016, 5:30 – 7:00 p.m. to present the 10 Year Capital Plan.

MAYOR'S REPORT:

Mayor Burns did not have a report for Council.

ADJOURNMENT:

There being no further business, Mayor Burns declared the meeting adjourned at 7:30 p.m.

Respectfully submitted by:

Jo-Anne Tyson, CMC/MMC, Town Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3859	CTSI	43775	coverage 05/01-05/31/16	04/18/2016	28,750.63	.00	
3041	SINK COMBS DETHLEFS	1514.01-6	2015 dillon amphitheatre renderin	04/06/2016	11,503.39	.00	
3286	PINNACOL ASSURANCE	18037282	policy # 4152497	04/18/2016	7,042.00	.00	
512	SWANHORST& COMPANY LLC	040816	partial billing audit 12/31/15 financ	04/08/2016	4,350.00	.00	
2073	CLEARWATER CLEANUP CO	17979	remove and replace 2 ABS lift stat	04/28/2016	4,335.00	.00	
136	HONNEN EQUIPMENT CO	751793	john deere 624j	04/11/2016	3,752.00	.00	
1147	Gregory Door & Window CO	38846	hollow metal door	02/25/2016	3,379.50	.00	
3704	The Lincoln National Life Insuranc	040816	coverage 05/01-05/31/16	04/08/2016	1,803.36	.00	
2728	Techstyles Sportswear	198331	slub deep v's	04/19/2016	1,102.01	.00	
3895	Laser Graphics	150054	printing Dillon Marina rach cards	04/12/2016	1,004.00	.00	
2800	ACORN PETROLEUM INC	768747	fuel	04/12/2016	999.60	.00	
84	DENVER WATER	297260	Cooperative Stream Gauging '16	04/19/2016	985.00	.00	
2800	ACORN PETROLEUM INC	770150	fuel	04/19/2016	952.56	.00	
444	Century Link	970468047108	970 468 0471 088	04/01/2016	900.12	.00	
3894	Rocky Mnt Supply Co.	13897	48"gr del post	04/29/2016	857.97	.00	
3894	Rocky Mnt Supply Co.	13885	tuff post, surface mount base,anc	04/21/2016	854.75	.00	
2728	Techstyles Sportswear	198037	con-chandilier	04/08/2016	847.70	.00	
3604	U-Trau, Inc	244089	allure tees	04/15/2016	834.32	.00	
2728	Techstyles Sportswear	198176	men's legend tee	04/14/2016	830.31	.00	
2728	Techstyles Sportswear	198217	con dillio	04/15/2016	663.70	.00	
2728	Techstyles Sportswear	198274	con - quatro fem	04/15/2016	631.95	.00	
3512	Rocky Mnt Instrumental	48801	rml# 16-40235 A	04/15/2016	605.00	.00	
168	EVERIST MATERIALS LLC	232167	ice slicer / sand	04/18/2016	583.08	.00	
2872	High Range Designs	164002	ink-cooler sailboat	04/01/2016	502.33	.00	
512	SWANHORST& COMPANY LLC	040816	partial billing audit 12/31/15 financ	04/08/2016	500.00	.00	
2872	High Range Designs	164010	jackpot gen mtn	04/01/2016	489.03	.00	
2900	Potestio Brothers Equipment Inc	38627P	supplies	04/14/2016	359.46	.00	
128	HACH COMPANY	9889872	pipet, volumetric , ph gel filled pro	04/15/2016	359.14	.00	
512	SWANHORST& COMPANY LLC	040816	partial billing audit 12/31/15 financ	04/08/2016	350.00	.00	
3672	Whitehall's Alpine BG	2001497	engine performance restoration,ex	04/18/2016	333.90	.00	
891	SUMMIT AUTO SERVICES INC	17685	05 chevy windsheild	04/28/2016	320.00	.00	
1911	Summit Resort Group	041916	reservaton details for 26511 -6/17	04/19/2016	319.98	319.98	04/22/2016
1911	Summit Resort Group	26512	reservation 26512 6/17-19/16	04/19/2016	319.98	319.98	04/22/2016
1911	Summit Resort Group	26514	reservation 26514 6/17-19/16	04/19/2016	319.98	319.98	04/22/2016
1911	Summit Resort Group	26515	reservation 26515-06/17-19/16	04/19/2016	319.98	319.98	04/22/2016
1911	Summit Resort Group	26516	reservation 26516 6/17-19/169	04/19/2016	319.98	319.98	04/22/2016
239	SNAP ON TOOLS	04271631289	brake caliper kit	04/27/2016	306.00	.00	
206	PORT SUPPLY	29990104	misc spllies	04/04/2016	304.12	.00	
2692	Gilsbar Inc	042616	Group A2575	04/26/2016	300.00	.00	
367	TRANSWEST TRUCKS	1261190015	A regulator asy	04/28/2016	276.70	.00	
102	FARIS MACHINERY COMPANY	14936	el 1032481	04/14/2016	259.52	.00	
185	MUNICIPAL TREATMENT EQUIP	161355	labor, pm kit, seat for 210 vac reg,	04/14/2016	257.42	.00	
367	TRANSWEST TRUCKS	9261170067	misc parts	04/26/2016	257.27	.00	
1205	Comcast - 34744	041516	acct 8497 50 570 0330401	04/15/2016	254.85	.00	
13	SUMMIT COUNTY ANIMAL CON	040516	base rate 1st quarter 2016	04/05/2016	225.00	.00	
101	ROBERT EVANS	041816	BRP training	04/18/2016	224.00	224.00	04/20/2016
2970	Adamson Police Products	209266	lithium battery	04/13/2016	223.40	.00	
228	SAVMI	042516	SAVMI Conference Paul Lohrenz	04/25/2016	220.00	.00	
2994	SILVERTHORNE RECREATION	041916	summit county corp memebership	04/19/2016	220.00	.00	
3541	LegalShield	041516	group 0142906	04/15/2016	211.30	.00	
3374	Michael Crutchley	030116	per diem PATC Training	05/01/2016	192.00	.00	
226	SAFETY CONSTRUCTION SUPP	29689	invoice 29689	04/22/2016	185.19	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
902	HOLIDAY INN EXPRESS	033016	Katie Menaugh confirm # 634777	05/01/2016	178.00	.00	
3539	Katie Menaugh	033016	per diem 2/5 days Montrose traini	05/01/2016	176.00	.00	
3897	Palace Station	030146	Hotel Michael Cruthley PATC IA T	05/01/2016	174.68	.00	
3321	Sunshine Distribution	041616	invoice 573	04/16/2016	168.00	168.00	04/20/2016
228	SAVMI	042516	SAVMI Conference Paul Lohrenz	04/25/2016	150.00	.00	
102	FARIS MACHINERY COMPANY	C105061	parts	04/19/2016	142.00	.00	
1589	Sanitary Supply Corp Inc	100616	supplies	04/19/2016	137.92	.00	
225	Rocky Mnt Cabana Specialist	105911	site # 12624	04/04/2016	133.00	.00	
2872	High Range Designs	164015	15 oz mug	04/01/2016	126.49	.00	
930	United Reprographic Supply Inc	83626	contract base	04/13/2016	107.63	.00	
1205	Comcast - 34744	041116	8497 50 570 0333553	04/11/2016	101.08	.00	
204	PEAK PERFORMANCE COPIER	47463	meter billing	04/19/2016	89.35	.00	
123	GRAINGER INC	9070703278	strobe light	04/01/2016	82.98	.00	
123	GRAINGER INC	9070703260	ext cord reel w/hand lamp	04/01/2016	82.40	.00	
444	Century Link	970513653471	970 513 6534 719	04/07/2016	69.95	.00	
227	SANDERS TRUE VALUE	173992	tool rental	04/25/2016	67.00	.00	
2522	Allied Security Group Inc	64330	Service call	04/19/2016	67.00	.00	
123	GRAINGER INC	9082905408	dry erase board	04/15/2016	64.35	.00	
273	WAGNER EQUIPMENT	127003	cat elc bitter, cat yellow paint	04/13/2016	63.92	.00	
3295	Law Enforcement Alliance for Def	041516	legal defense coverage March 20	04/15/2016	63.00	.00	
226	SAFETY CONSTRUCTION SUPP	26193	shipping on invoice 26193	04/22/2016	56.64	.00	
3893	CPR Association	042016	Heartsaver CPR/AED, Adult-Child	04/20/2016	55.00	55.00	04/22/2016
444	Century Link	970513079665	970 513 0796 656	04/07/2016	52.00	.00	
59	COLONIAL LIFE & ACCIDENT	745097600501	E 7450976	04/21/2016	44.92	.00	
136	HONNEN EQUIPMENT CO	756433	long tooth	04/27/2016	43.95	.00	
54	CO DEPT OF AGRICULTURE	033116	Radar Tuning Forks	03/31/2016	40.00	40.00	04/20/2016
123	GRAINGER INC	9082905390	flip open pocket thermometer	04/15/2016	37.83	.00	
789	SUMMIT FORD	118264	switch asy	04/20/2016	37.12	.00	
94	DPC INDUSTRIES INC	73000313-16	CHLORINE	03/31/2016	33.00	.00	
227	SANDERS TRUE VALUE	173625	propane fuel	04/08/2016	31.54	.00	
3896	Donny Nazario	042216	reimbursement for postage & R &	04/22/2016	31.16	.00	
227	SANDERS TRUE VALUE	173471	xo gal ntrl gls enamel	04/01/2016	29.99	.00	
227	SANDERS TRUE VALUE	173479	gal ntrl gls enamel	04/01/2016	29.99	.00	
386	FORCE AMERICA	1044957	sight gauge/temp, internorman ga	04/19/2016	29.80	.00	
386	FORCE AMERICA	1052354	sight gauge/temp.	04/19/2016	29.80	.00	
227	SANDERS TRUE VALUE	174003	lubricant, tire gauge angled, low p	04/25/2016	28.12	.00	
930	United Reprographic Supply Inc	81833	performance bond	03/25/2016	27.14	.00	
755	SUMMIT COUNTY JOURNAL	12075138A	ad 12075138A	04/29/2016	21.25	.00	
273	WAGNER EQUIPMENT	127003	cat elc bitter, cat yellow paint	04/13/2016	20.46	.00	
1871	UPS	F47237166	Shipping	04/16/2016	17.88	.00	
3893	CPR Association	042016	Heartsaver CPR/AED, Adult-Child	04/20/2016	15.00	15.00	04/22/2016
3893	CPR Association	042016	Heartsaver CPR/AED, Adult-Child	04/20/2016	15.00	15.00	04/22/2016
755	SUMMIT COUNTY JOURNAL	1207282A	ad 12070282A	04/29/2016	14.67	.00	
3896	Donny Nazario	042216	reimbursement for postage & R &	04/22/2016	14.06	.00	
123	GRAINGER INC	9074393068	hose clamp	04/06/2016	12.82	.00	
123	GRAINGER INC	9076140814	hose clamp	04/07/2016	11.84	.00	
105	FERGUSON ENT MIDWES #109	4904399	megatape	04/19/2016	11.76	.00	
3780	Infinity Certified Welding & Fabric	1057	6.5 steel cr round	04/25/2016	10.72	.00	
3893	CPR Association	042016	Heartsaver CPR/AED, Adult-Child	04/20/2016	10.00	10.00	04/22/2016
227	SANDERS TRUE VALUE	173935	knit back/water resistant glo	04/22/2016	9.99	.00	
227	SANDERS TRUE VALUE	173440	5pk phil bit	03/31/2016	9.49	.00	
227	SANDERS TRUE VALUE	173696	release clamp	04/12/2016	8.58	.00	
227	SANDERS TRUE VALUE	173386	nut/bolts	03/29/2016	6.58	.00	
227	SANDERS TRUE VALUE	173433	misc nuts bolts	03/31/2016	6.36	.00	
273	WAGNER EQUIPMENT	62C0127082	lamp miniatu	04/20/2016	2.80	.00	
227	SANDERS TRUE VALUE	173420	misc nut bolts	03/30/2016	2.64	.00	
45	KING SOOPERS CUSTOMER C	002040	customer KS2323	04/14/2016	2.00	.00	
45	KING SOOPERS CUSTOMER C	002040	customer KS2323	04/14/2016	2.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3512	Rocky Mnt Instrumental	A48801	adj on invoice 48801	04/15/2016	5.00-	.00	
227	SANDERS TRUE VALUE	173444	misc nut bolts	03/31/2016	6.36-	.00	
123	GRAINGER INC	9082440828	CREDIT MEMO # 9082440828	04/14/2016	82.98-	.00	
Grand Totals:					89,312.79	2,126.90	

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.....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
4/29/2016

Payroll 4/29/16

Administration	\$	19,620.80
Council	\$	-
Planning/Engineering	\$	6,337.40
Police	\$	24,218.71
Public Works	\$	16,489.45
Buildings/Parks	\$	6,733.67
Street Improvement	\$	-
Water	\$	7,102.86
Sewer	\$	2,548.55
Marina	\$	<u>10,665.81</u>

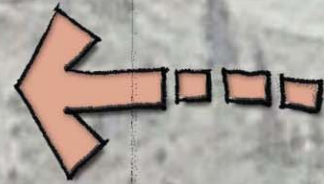
Total Gross Payroll \$ 93,717.25

Less: Payroll Taxes \$ (17,905.37)

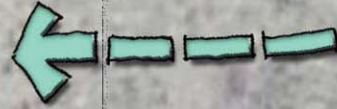
Less: Misc. Deductions \$ (15,542.56)

Net Payroll \$ 60,269.32

LEGEND



COMMUNITY PATH



INDIVIDUAL PATH



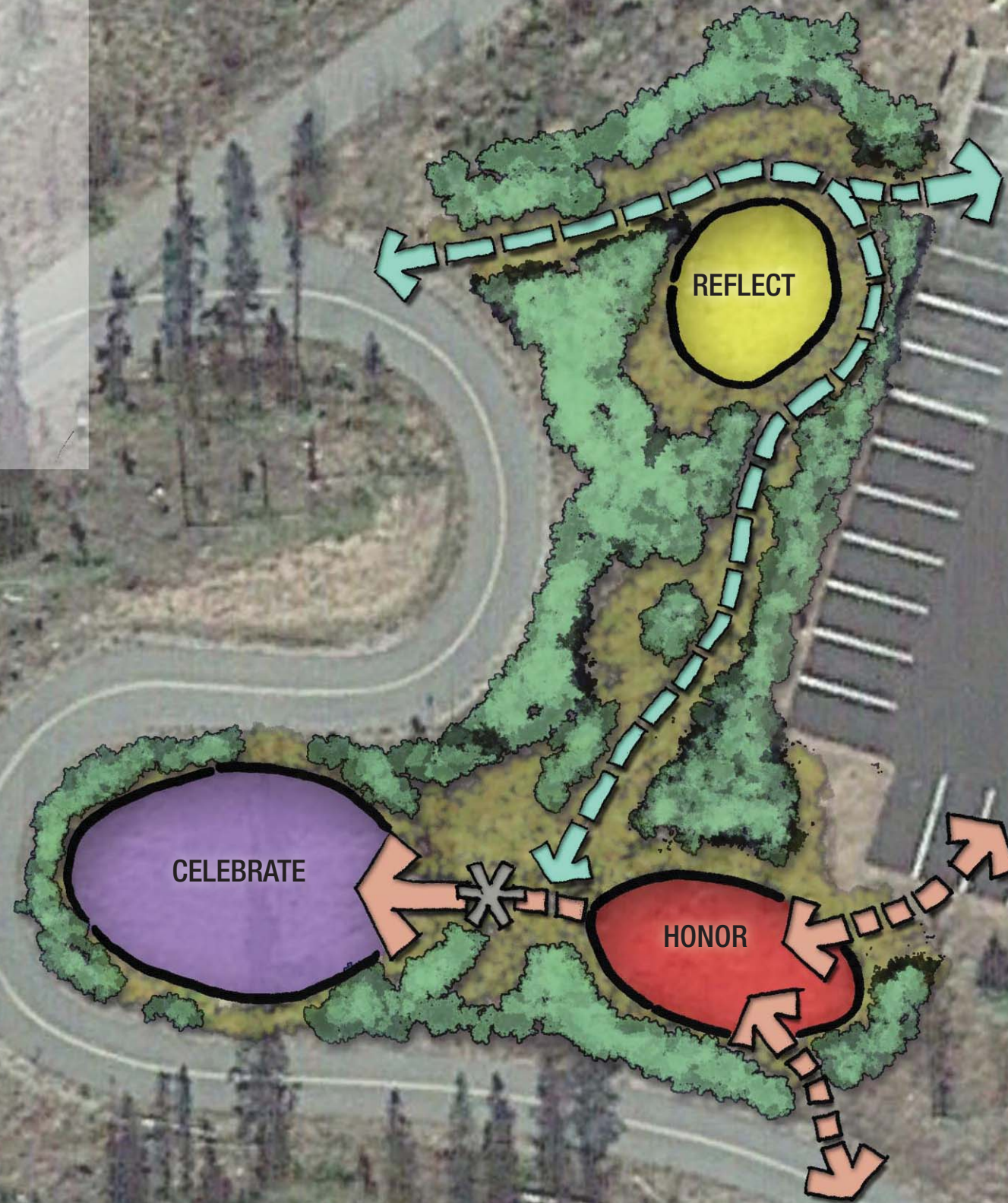
GATEWAY



PROPOSED TREES



PROPOSED LANDSCAPE



Flight For Life

Memorial Park

In gratitude and honor for the selfless dedication of pilot Patrick Mahany and all first responders.

"There is no greater love than to lay down one's life for one's friends" - John 15:13



NORTH

0 10' 20' 40'

SCALE: 1" = 20'

**NORRIS DESIGN
& K. KRAMER LAND**

Regimented Fluidity
 Authentic Meditate
 Relieve
 Adrenaline
Celebrate
 Fighter Reflection
 Buddy Saved
 Heart
 Community
 Faith Uniqueness
Reflect
 Healing
 Crew
 Trust Mentor
 Giving
 Legacy Bravery
 Altruistic
 Selfless
 Pure
Fighter
 Belief
 Peace
 Comfort
 Fluidity
 Contemplate
Honor

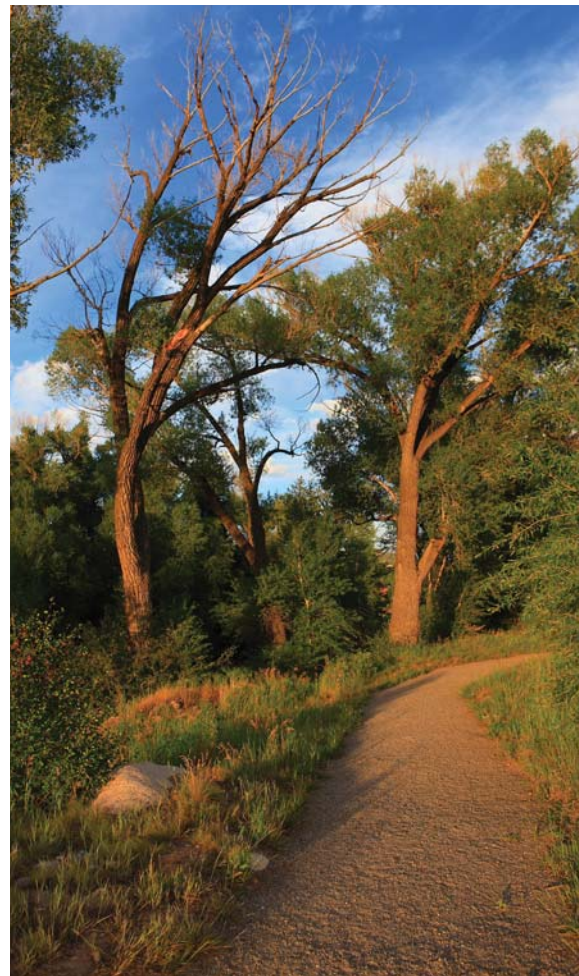
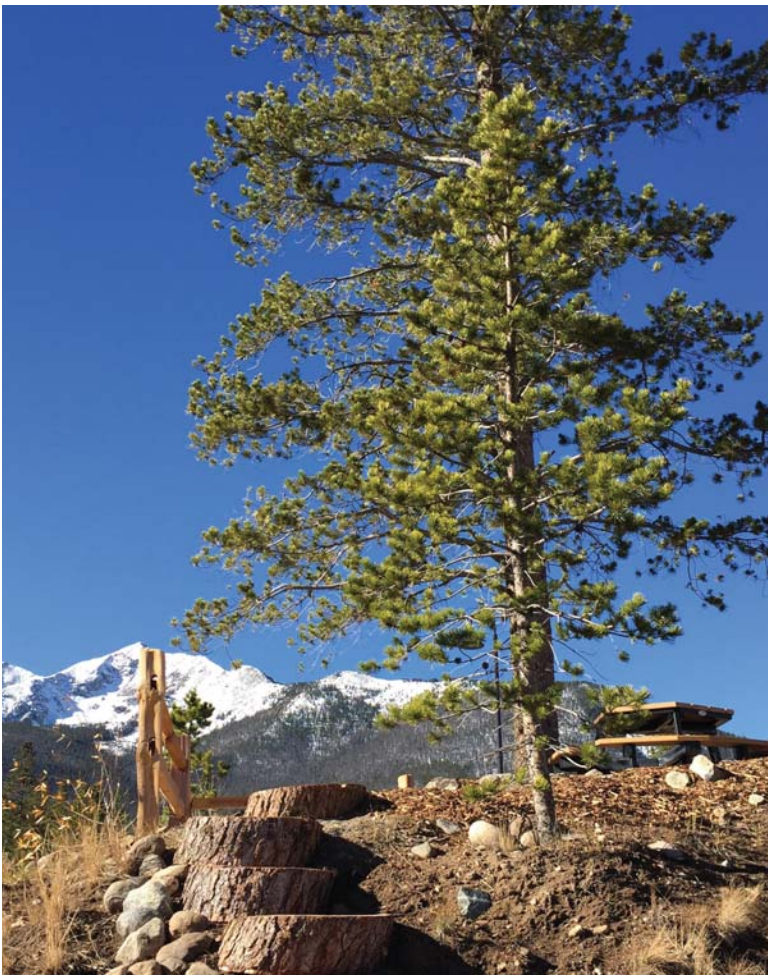
Flight For Life

Memorial Park

In gratitude and honor for the selfless dedication of pilot Patrick Mahany and all first responders.

"There is no greater love than to lay down one's life for one's friends" - John 15:13





Flight For Life Memorial Park

In gratitude and honor for the selfless dedication of pilot Patrick Mahany and all first responders.

"There is no greater love than to lay down one's life for one's friends" - John 15:13



**NORRIS DESIGN
& K. KRAMER LAND**

**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
MAY 3, 2016 COUNCIL MEETING**

DATE: April 25, 2016

AGENDA ITEM NUMBER: 5

ACTION TO BE CONSIDERED: Consideration of Ordinance No. 06-16, Series of 2016
Second Reading and Public Hearing

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO, AUTHORIZING THE TOWN TO ENTER INTO AN OPTION TO PURCHASE AGREEMENT WITH DILLON GATEWAY DIAMOND IN THE RUFF, LLC GRANTING DILLON GATEWAY DIAMOND IN THE RUFF, LLC THE OPTION TO PURCHASE CERTAIN TOWN REAL PROPERTY; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID OPTION; AND, SETTING FORTH DETAILS IN RELATION THERETO.

SUMMARY:

The Town of Dillon, Colorado wishes to enter into an Option to Purchase Agreement with Dillon Gateway Diamond in the Ruff, LLC (“DGDR”) wherein the Town grants to DGDR an option to purchase certain real property owned by the Town described as Lots 1 and 1B, Block B, New Town of Dillon Subdivision, Town of Dillon, County of Summit, State of Colorado (“Property”) for the amount of \$549,000.00 (“Purchase Price”), granting the option to purchase the Property for a period of one (1) year for a consideration of \$500.00 (“Option Money”) (the “Option”);

The purpose of this option agreement is to bundle the Town owned property with two privately held parcels to encourage a large development project at the Southwest Corner of Lake Dillon Drive and US Highway 6, which is the main entrance to Town.

This public hearing was published in accordance with public posting requirements as set forth by the Dillon Municipal Code. No public comments were received in support of or against the proposed Ordinance by the published due date.

BUDGET IMPACT: The \$500.00 has been paid to the Town of Dillon.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance No. 06-16, Series of 2016.

ACTION REQUESTED: Motion, Second, and Roll Call Vote

Ordinances require the affirmative vote of a majority of the members.

STAFF MEMBER RESPONSIBLE: Tom Breslin, Town Manager

ORDINANCE NO. 06-16
Series of 2016

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO, AUTHORIZING THE TOWN TO ENTER INTO AN OPTION TO PURCHASE AGREEMENT WITH DILLON GATEWAY DIAMOND IN THE RUFF, LLC GRANTING DILLON GATEWAY DIAMOND IN THE RUFF, LLC THE OPTION TO PURCHASE CERTAIN TOWN REAL PROPERTY; AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICERS TO SIGN SAID OPTION; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Dillon, Colorado wishes to enter into an Option to Purchase Agreement with Dillon Gateway Diamond in the Ruff, LLC (“DGDR”) wherein the Town grants to DGDR an option to purchase certain real property owned by the Town described as Lots 1 and 1B, Block B, New Town of Dillon Subdivision, Town of Dillon, County of Summit, State of Colorado (“Property”) for the amount of \$549,000.00 (“Purchase Price”), granting the option to purchase the Property for a period of one (1) year for a consideration of \$500.00 (“Option Money”) (the “Option”); and

WHEREAS, the Town Council of the Town of Dillon believes it is in the best interest of the Town to grant the Option to DGDR.

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

Section 1. That entering into the Option with DGDR wherein the Town grants to DGDR an option to purchase the Property on the terms set forth herein above, a copy of which Option is attached hereto and incorporated herein by reference, is found to be reasonable and acceptable.

Section 2. That the Town of Dillon be and is hereby authorized and directed to execute and deliver the Option upon the receipt of the Option Money, and the appropriate Town officers are hereby authorized and directed to sign and bind the Town of Dillon to said Option.

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 of the Town of Dillon, Colorado 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 ORDERED PUBLISHED BY TITLE ONLY THIS
19TH DAY OF APRIL, 2016.**

**PASSED, ADOPTED AND APPROVED AND ORDERED PUBLISHED BY TITLE
ONLY THIS 3rd DAY OF MAY, 2016.**

TOWN OF DILLON,
a Colorado municipal corporation

By: _____
Kevin Burns, Mayor

ATTEST:

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

OPTION TO PURCHASE AGREEMENT

THIS OPTION TO PURCHASE AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2016 by and between the **TOWN OF DILLON, a Colorado municipal corporation**, hereinafter referred to as the “Owner”, and **DILLON GATEWAY DIAMOND IN THE RUFF LLC**, a Colorado limited liability company, hereinafter referred to as “DGDR.”

WHEREAS, Owner owns the real property consisting of two lots described as Lots 1A and 1C, Block B, New Town of Dillon Subdivision, Town of Dillon, County of Summit, State of Colorado (together referred to in the singular as the “Property”); and,

WHEREAS, DGDR desires to purchase from Owner and Owner desires to sell to DGDR an option to purchase the Property on terms as set forth hereinafter (the “Option”). Owner is providing this Option to DGDR in order to allow DGDR to purchase the Property and to combine the Property with the property currently owned by DGDR described as follows: Lot 1 and Lot 1B, Block B, New Town of Dillon Subdivision, Town of Dillon, County of Summit, State of Colorado (more commonly known as 122 Lake Dillon Drive, Dillon, Colorado 80435 and 134 Lake Dillon Drive, Dillon, Colorado 80435) (the “DGDR Parcels”), so as to facilitate the development of a single project encompassing the DGDR Parcels and the Property (the “Project”); and,

WHEREAS, Owner is willing to grant this Option on the specific understanding and condition that DGDR will combine the Property with the DGDR Parcels to facilitate the development of the Project.

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

1. Incorporation of Recitals and Definitions. The Recitals set forth above are hereby incorporated into this Agreement and made a part hereof by this reference.

2. Grant of Option to Purchase. In consideration for DGDR’s payment of Five Hundred Dollars (\$500.00) (the “Option Money”) to Owner the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby grants to DGDR the exclusive option to purchase upon the following terms and conditions the Property together with all improvements thereon, and all fixtures of a permanent nature currently on the Property and owned by Owner except as may be hereinafter provided. The Option Money shall be applied to the purchase price of the Property at closing. The Option is being granted by Owner to DGDR specifically to facilitate the development of the Project which will encompass the Property, and is conditioned upon and limited to that purpose.

3. Option Period. This Option shall run for a period of Twelve (12) months beginning on May 1, 2016 and terminating at midnight on the final day of the Twelfth (12th) month thereafter, April 30, 2017 (the “Option Period”); provided, however, that this Option shall

terminate if, at any time, DGDR ceases to own the DGDR Parcels or abandons its pursuit of the Project.

4. Exercise of Option. This Option may be exercised by DGDR at any time during the Option Period. DGDR shall exercise the Option by delivering written notice of such election to exercise the Option to Owner at the Owner's address set forth herein. Exercise of the Option shall obligate DGDR to purchase both parcels described as the Property. The Property shall not be divided nor shall the parcels described herein as constituting the Property be purchased separately or one without the other.

5. Contract Upon Exercise of Option. If DGDR exercises this Option within the Option Period, this Option shall become an agreement for sale and purchase ("Contract") between Owner and DGDR whereby Owner agrees to sell and DGDR agrees to purchase the Property upon the terms and conditions stated herein below in this Option.

A. The purchase price shall be Five Hundred Forty-nine Thousand and No/100 Dollars (\$549,000.00) (the "Purchase Price") payable as follows: the Purchase Price, plus or minus closing adjustments, shall be paid in funds available for immediate withdrawal in the amount of Five Hundred Forty-nine Thousand and No/100 Dollars (\$549,000.00) at the time of closing. The Purchase Price is based upon the Ebert Appraisal Service, Inc. real estate appraisal report on the Property, with a November 9, 2013 estimated market value of Five Hundred Forty-nine Thousand and No/100 Dollars (\$549,000.00).

B. The Purchase Price shall include all fixtures, improvements and personal property presently located on the Property conveyed free and clear of all taxes, liens and encumbrances. Any personal property shall be conveyed by bill of sale.

C. A current commitment for title insurance policy issued by Land Title Guarantee Company, 256 Dillon Ridge Road, Dillon, CO 80435 ("Land Title"), in an amount equal to the Purchase Price shall be furnished to DGDR upon the exercise of the Option. The cost of the commitment and the premium on the title insurance policy shall be split equally between the parties. Land Title shall deliver the title insurance policy to DGDR after Closing.

D. The closing and date for delivery of deed shall be sixty (60) days after the date on which notice of exercise of the Option is given to Owner by DGDR. The hour of closing shall be determined by mutual agreement of the parties. The closing shall be held at the offices of Land Title.

E. Title shall be merchantable in Owner. Subject to payment or tender as above provided, Owner shall execute and deliver a good and sufficient SPECIAL WARRANTY DEED to DGDR conveying the Property free and clear of all taxes, except the general real estate property taxes for the year of closing, and free and clear of all liens, mortgages, deeds of trust, and encumbrances except those that may be permitted by DGDR following review of the title commitment.

F. Except as stated in Paragraph 5.E., above, if title to the Property is not merchantable, or if there are title defect(s), and written notice of defect(s) is given by DGDR or DGDR's agent to Owner on or before twenty (20) days prior to the date of closing, Owner shall use reasonable efforts to cure or remove said defect(s) prior to date of closing. Provided, however, that if Owner is unable cure such defect(s) and satisfy such requirements, DGDR's only right will be to either waive its objection thereto or to terminate this Agreement. If DGDR waives its objections to such defect(s), such defect(s) will become exceptions permitted by DGDR.

G. General real estate taxes and all utility charges shall be prorated to the date of closing. Closing costs shall be shared equally between the Owner and DGDR. DGDR shall be responsible solely for any sales and use tax that may accrue because of this transaction.

H. Any encumbrance required to be paid by Owner may be paid at the time of settlement at closing from the proceeds of this transaction or from any other source.

I. Possession of the Property shall be delivered to DGDR on the date and time of closing.

J. Transfer to and possession of the Property by DGDR shall be subject to the current Lease Agreement between Owner and the Lake Dillon Foundation for the Performing Arts.

K. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed as herein provided, there shall be the following remedies:

(i) IF DGDR IS IN DEFAULT, then all payments and things of value received hereunder shall be forfeited by DGDR and retained on behalf of Owner and both parties shall thereafter be released from all obligations hereunder. It is agreed that such payments and things of value are liquidated damages and are the Owner's sole and only remedy for DGDR's failure to perform the obligations of this Agreement and the Contract. Owner expressly waives the remedies of specific performance and additional damages.

(ii) IF OWNER IS IN DEFAULT, (a) DGDR may elect to treat this Agreement as terminated in which case DGDR may recover the return of the Option Money; or (b) DGDR may elect to treat this Agreement and the Option contained herein and the Contract as being in full force and effect and DGDR shall have the right to an action for specific performance or damages, or both.

(iii) Anything to the contrary herein notwithstanding, in the event of any litigation arising out of this Agreement or the Contract, the court shall award to the substantially prevailing party all reasonable costs and expenses including attorney fees. The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of this Agreement and the Contract. For the resolution of any dispute arising hereunder, venue shall be in the courts of the County of Summit, State of Colorado.

6. Assignment. This Agreement and the Option and Contract contained and provided for herein may be assigned by DGDR to a party purchasing all, but not less than all, of the DGDR Parcels. This Agreement and the Option contained herein may not be assigned to any other party without Owner's written consent, which consent may be withheld at Owner's sole discretion.

7. Failure to Exercise Option. If DGDR fails to exercise the Option within the Option Period, this Option shall automatically terminate.

8. No Sale During Option Period. Other than the Option and terms set forth herein, Owner shall not sell or exchange the Property or any part thereof, nor shall the Owner enter into any sale, option, exchange or trade agreement or contract for any or all of the Property for the duration of the Option Period.

9. Notices. Any notices required or permitted hereunder shall be in writing and shall be sufficient if personally delivered, sent by overnight delivery or sent by certified mail, return receipt, addressed as follows:

If to Owner:

Town of Dillon
275 Lake Dillon Drive
PO Box 8
Dillon, Colorado 80435
Attn: Town Manager

with a copy (which shall not constitute notice) to:

Mark R. Shapiro
Mark R. Shapiro, P.C.
1650 38th Street, Suite 103
Boulder, Colorado 80301

If to DGDR:

Dillon Gateway Diamond in the Ruff LLC
PO Box 685
Dillon, Colorado 80435
Attn: Daniel L. Eilts

with a copy (which shall not constitute notice) to:

Steven F. Letofsky
Letofsky & Dombrowski, Inc.
1000 North Summit Boulevard, Suite 210

PO Box 549
Frisco, Colorado 80443-0549

Notice personally delivered and overnight delivery shall be effective upon delivery. Mail notice shall be effective three (3) business days after mailing.

10. Recording of Agreement. DGDR may record this Agreement, at the sole decision of DGDR, in the office of the Clerk and Recorder, County of Summit, State of Colorado, and DGDR shall retain the recorded Agreement.

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

12. Joint Preparation. The parties hereto have participated jointly in the negotiations and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by both parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

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

[Signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Option To Purchase Agreement on the date and year first above written.

DGDR:
DILLON GATEWAY DIAMOND IN THE RUFF LLC,
a Colorado limited liability company

By: _____
Daniel L. Eilts, Member

OWNER:
TOWN OF DILLON,
a Colorado municipal corporation

By: _____
Kevin Burns, Mayor

ATTEST:

By: _____
Jan Thomas, Secretary

4/12/16

**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
May 3, 2016 TOWN COUNCIL MEETING**

DATE: April 25, 2016

AGENDA ITEM NUMBER: 6

ACTION TO BE CONSIDERED: Consideration of Ordinance No. 07-16, Series of 2016
First Reading

SUMMARY: This Ordinance is the 6th amendment to the existing lease agreement between the Town of Dillon and “Bullwinkle’s Grill Company, Inc.”, DBA Tiki Bar (Concessionaire), to extend the term of the lease agreement for a five year period ending October 31, 2021 in conformance with the Concessionaire’s right to exercise its first option to renew.

BUDGET IMPACT: The lease agreement still requires a rent of 10% of monthly gross revenues during the term of the first option.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance No. 07-16, Series of 2016

ACTION REQUESTED: MOTION, SECOND AND ROLL CALL VOTE FOR APPROVAL

Recommended motion language: “I move to approve Ordinance No. 07-16, Series of 2016, to enter into and sign a sixth amendment to the lease agreement with Bullwinkle’s Grill Company, Inc for the lease of a portion of the property at the Dillon Marina; extending the lease agreement for the first five year option term to October 31, 2021.

At least four (4) affirmative votes will be required for the adoption of this ordinance.

DEPARTMENT HEAD RESPONSIBLE: Tom Breslin, Town Manager

ORDINANCE NO. 07-16
Series of 2016

AN ORDINANCE AUTHORIZING AND DIRECTING THE TOWN OF DILLON, COLORADO TO ENTER INTO AND SIGN A SIXTH AMENDMENT TO THE LEASE AGREEMENT WITH BULLWINKLES GRILL COMPANY, INC. FOR THE LEASE OF A PORTION OF THE PROPERTY AT THE DILLON MARINA; EXTENDING THE LEASE AGREEMENT FOR THE FIRST FIVE YEAR OPTION TERM TO OCTOBER 31, 2021; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town of Dillon and Bullwinkles Grill Company, Inc. (“Bullwinkles”) previously entered into a lease agreement dated September 6, 2011, effective as of October 1, 2011, for the lease of a portion of the property at the Dillon Marina to Bullwinkles to provide food and beverage service to visitors to the Town and the Marina (the “Original Lease”); and,

WHEREAS, the Town of Dillon and Bullwinkles have subsequently entered into five previous amendments of the Original Lease (the Original Lease and the subsequent five amendments hereinafter together referred to as the “Lease Agreement”); and,

WHEREAS, the Town of Dillon and Bullwinkles now desire to enter into a sixth amendment of the Lease Agreement to extend the term of the Lease Agreement in conformance with the Concessionaire’s exercise of its first Option to Renew and to set forth other changes to the Lease Agreement related thereto; and,

WHEREAS, entering into the Sixth Amendment of the Lease Agreement and extending the term of the Lease Agreement is deemed to be in the best interests of the Town of Dillon.

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

Section 1. That the Town of Dillon be and is hereby authorized to enter into the Sixth Amendment of the Lease Agreement with Bullwinkles to extend the term of the Lease Agreement for a five year period ending October 31, 2021 in conformance with the Concessionaire’s exercise of its first Option to Renew, and to set forth other changes to the Lease Agreement related thereto, which Sixth Amendment of the Lease Agreement is attached hereto, marked Exhibit “A,” and incorporated herein by this reference.

Section 2. That the appropriate Town officers are hereby authorized and directed to sign and bind the Town to the Sixth Amendment of the Lease Agreement and to carry out the intention of this Ordinance.

Section 3. Repeal. All other ordinances or parts of any ordinance or code provision in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED BY TITLE ONLY
THIS _____ DAY OF _____, 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

4/22/16

EXHIBIT “A”

[Sixth Amendment of the Lease Agreement]

SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT TO LEASE AGREEMENT, hereinafter referred to as the "Sixth Amendment," is made and entered into this ____ day of _____, 2016, effective as of November 1, 2016 (the "Effective Date") by and between the **TOWN OF DILLON, COLORADO**, a Colorado municipal corporation, hereinafter referred to as the "Town" and **BULLWINKLES GRILL COMPANY, INC.**, a Colorado corporation, hereinafter referred to as "Concessionaire".

WHEREAS, the Town and the Concessionaire entered into a lease agreement on September 6, 2011, effective as of October 1, 2011, for the lease of a portion of the Crow's Nest and related property at the Dillon Marina to Concessionaire to provide food and beverage service to visitors to the Town and the Marina, which lease is hereinafter referred to as the "Original Lease;" and,

WHEREAS, the Town and the Concessionaire entered into a First Amendment to the Original Lease on January 17, 2012, effective as of October 1, 2011, hereinafter referred to as the "First Amendment;" and,

WHEREAS, the Town and the Concessionaire entered into a Second Amendment to the Original Lease on April 3, 2012, effective as of October 1, 2011, hereinafter referred to as the "Second Amendment;" and,

WHEREAS, the Town and the Concessionaire entered into a Third Amendment to the Original Lease on August 21, 2012, hereinafter referred to as the "Third Amendment;" and,

WHEREAS, the Town and the Concessionaire entered into a Fourth Amendment to the Original Lease on April 2, 2013, hereinafter referred to as the "Fourth Amendment;" and, /

WHEREAS, the Town and the Concessionaire entered into a Fifth Amendment to the Original Lease on July 16, 2013, hereinafter referred to as the "Fifth Amendment," with the Original Lease, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment herein together referred to as the "Lease Agreement;" and,

WHEREAS, the Town and the Concessionaire desire to further amend the Lease Agreement in order to extend the term of the Lease Agreement in conformance with the Concessionaire's exercise of its first Option to Renew and to set forth other changes to the Lease Agreement related thereto; and,

WHEREAS, the Town and the Concessionaire desire to set forth the changes to the Lease Agreement in this Sixth Amendment.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter contained, and those contained within the Lease Agreement, the parties hereto agree as follows:

1. Terms and words used herein shall have the same definition and meaning as those terms and words set forth and defined in the Lease Agreement unless specifically stated otherwise herein.

2. Paragraph 2, "Term of Lease," of the Lease Agreement shall be deleted in its entirety and replaced with the new Paragraph 2 to read as follows:

2. Term of Lease. The term of this Lease Agreement shall be for a period commencing on November 1, 2016, and shall terminate on October 31, 2021 (herein referred to as the "First Option Lease Term") unless the First Option Lease Term of this Lease Agreement shall be sooner terminated as hereinafter provided. Taking of possession by Concessionaire shall be deemed conclusively to establish that the Premises and any improvements thereon are in satisfactory condition as of the date possession was taken. Concessionaire further acknowledges that no representation as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by the Town.

3. Paragraph 3, "Rent," of the Lease Agreement (and all prior amendments) shall be deleted in its entirety and replaced with the new Paragraph 3 to read as follows:

3. Rent. Rent shall be paid to the Town as follows, without notice or demand: Ten percent (10.0 %) of the monthly gross revenues of the Premises.

Rent to be paid monthly, without demand, on or before the tenth (10th) day of the month immediately following the month for which the Rent is due. Rent to be paid to the Town Clerk at the address set forth herein, below.

4. Paragraph 31, "Option to Renew," of the Lease Agreement shall be amended to delete the introductory paragraph in its entirety, which introductory paragraph shall be replaced with the new introductory paragraph to read as follows:

31. Option to Renew.

Concessionaire has exercised its first Option to Renew. Provided Concessionaire is not in default of any term or condition of the Lease Agreement and that an event has not occurred which, with the giving of notice or passage of time, would constitute a default, Concessionaire shall be entitled to renew this Lease Agreement ("Second Option to Renew") for One (1) additional terms of Five (5) years each ("Second Option Term") on the following terms and conditions:

5. All references in Paragraph 31, "Option to Renew," to the "Option Terms" shall now refer to the "Second Option Term."

6. All references in the Lease Agreement to the "Term" of the Lease Agreement shall now refer to the "First Option Term."

7. In the event of any conflict, inconsistency or incongruity between the provisions of this Sixth Amendment and any of the provisions of the Lease Agreement, the provisions of this Sixth Amendment shall in all respects govern and control.

8. Except as specifically amended herein, all other terms and conditions of the Lease Agreement shall remain in full force and effect.

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


**TOWN:
TOWN OF DILLON, COLORADO
a Colorado municipal corporation**

By: _____
Kevin Burns, Mayor


ATTEST:

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

**CONCESSIONAIRE:
BULLWINKLES GRILL COMPANY, INC.,
A Colorado corporation**

By:  _____
Travis Holton, President

ATTEST:

By:  _____
Anne Holton, Secretary

GUARANTOR:

Travis Holton, Individually

Town of Dillon
Liquor Licenses Approved by Town Clerk
April 29, 2016

Liquor License Renewal Hotel & Restaurant License	Tacos Tequila Restaurant, LLC	04/18/16

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

Velocity	Water Storage Tank Change Order	\$29,753
High Country Waterworks	Cross Connection Services	\$10/test to be paid by water customers
Colorado State University	Service Agreement for Project Administration for Fuels Mitigation on Disc Golf Course	\$3,000
Ceres Plus LLC	Town of Dillon Park and Amenity Sign Concepts	\$4,250
Martin/Martin Inc	Town of Dillon Cemetery Road Design	\$26,450