

**TOWN OF DILLON
TOWN COUNCIL**

REGULAR MEETING

**Town Hall Council Chambers
7:00 p.m.
Tuesday, April 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 April 5, 2016
 - b. Approval of Bill List and Payroll Ledger
 - c. Excused Absence for Council Member Raitano for April 5, 2016 Town Council Meeting
 - d. Resolution No. 21-16, Series of 2016
Dillon Planning and Zoning Commission Appointment
 - e. Resolution No. 22-16, Series of 2016
Dillon Cemetery Advisory Committee (DCAC) Appointment
 - 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.

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

970.468.2403
Fax 970.262.3410

- 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.
4. Citizen Comments
5. Consideration of Ordinance No. 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," AND AMENDING CHAPTER 10, "GENERAL OFFENSES", ARTICLE I, "GENERAL PROVISIONS"; OF THE DILLON MUNICIPAL CODE AND, SETTING FORTH DETAILS IN RELATION THERETO.
6. 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.
7. 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.
8. Town Manager's Update
9. Mayor's Update
10. Adjournment

**TOWN OF DILLON
TOWN COUNCIL
REGULAR MEETING**

Tuesday, April 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, April 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, Mark Nickel, Ben Raitano, Louis Skowyra, and Tim Westerberg. Council Member Raitano was absent (excused). Staff members present were: Tom Breslin, Town Manager; 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 Westerberg moved to approve the following consent agenda:

- a. Minutes of the Regular Meeting held March 15, 2016
- b. Approval of Bill List dated April 1, 2016 in the amount of \$120,746.73; and Payroll Ledgers dated March 18, 2016 in the amount of \$59,206.26 and dated April 1, 2016 in the amount of \$61,918.29.
- c. Resolution No. 20-16, Series of 2016

A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON,
COLORADO, MAKING APPOINTMENTS TO THE DILLON CEMETERY ADVISORY
COMMITTEE.

Council Member Skowyra 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

First Reading

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 during Council's January 19, 2016 Work Session, the Summit County Nurse presented the 2015 STEPP Community Policy Model Standards for Indoor Smoke Free Protections. She presented a comprehensive list of policy provisions for Council consideration. Town Planner Ned West and Ms. Tyson reviewed other municipality's codes in reference to smoking regulations, offenses, and nuisances 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. This distance requirement is more consistent with other Summit County municipalities however, slightly less than the recommended twenty-five feet as prescribed by the Summit County Nurse. Staff felt a twenty-five foot buffer was excessive and would also lend itself to an increase of trash accumulation outside of public places ie: cigarette butts stamped out in front of businesses rather than extinguished in receptacles placed at a twenty five foot distance.
- 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 staff feels that the proposed local smoking regulations in these chapters are no less stringent than the provisions of article 14 of title 25, Colorado Revised Statutes, known as the "Colorado Clean Indoor Air Act."

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

TOWN MANAGER REPORT:

Town Manager Tom Breslin reviewed several items including:

- At the recent Mayor's, Manager's, and Commissioner's meeting, discussion surrounded potential ballot questions with Summit County Government regarding workforce housing.
- High Country Conservation Center may use the old Lake Dillon Theatre building for their temporary site.
- Mr. Breslin recently visited the 5th grade class at Summit Cove Elementary and held a discussion on politics.

MAYOR'S REPORT:

Mayor Burns reported on several items including:

- The Summit County Housing Authority recently held a Board retreat regarding board structure and identification of goals.
 - The Authority asked for a letter of support to be submitted to the County for funding the Wintergreen Property in Keystone.

COUNCIL MEMBER COMMENTS AND COMMITTEE REPORTS:

Due to time constraints at the earlier Work Session, the following Committee Reports were presented:

- Dillon Business Association: Mr. Breslin stated that they are investigating the value of the walk-in cooler the DBA is selling.
- NWCCOG Executive Committee and Quality/Quantity: Council Member Raitano was absent and therefore no report was provided.
- Snake River Regional Planning Commission: Council Member Skowyra reported that the Commission discussed the Keystone PUD involving the Alders and Brown Cabin Plots. The Commission will be building thirty (30) work force housing townhome units at the site of the old Catholic Church in Dillon Valley instead of contributing money into the 5A fund.
- Summit County Transit Board: Council Member Nickel reported there are plans for a new transit center in Frisco which will include an indoor waiting room, rest rooms and a passage way through Frisco Station. The Swan Mountain Flyer may possibly expand to the Swan Meadow Village trailer park in Summit Cove. The Smartbus application is close to implementation.
- Summit County Wildfire Council: Council Member Skowyra stated there was no meeting this month.

MAYORAL PROCLAMATIONS

Mayor Burns read aloud Mayoral Proclamations recognizing Council Member Benedict Raitano and Council Member Skowyra for their service to the Town of Dillon.

SWEARING IN OF NEW COUNCIL MEMBERS:

Town Clerk Jo-Anne Tyson administered the Oath of Office to newly-appointed Council Members Jennifer Barchers, Kyle Hendricks, and Carolyn Skowyra. Each of their terms will run through April, 2018.

ELECTION OF MAYOR PRO-TEM

Council Member Westerberg moved to nominate Council Member Nickel as Mayor Pro-Tem. Council Member Bailey seconded the motion which passed unanimously upon roll call vote.

ADJOURNMENT:

There being no further business, Mayor Burns declared the meeting adjourned at 7:35 p.m.

Respectfully submitted by:



Jo-Anne Tyson, CMC/MMC, Town Clerk

TOWN OF DILLON
PAYROLL LEDGER
4/15/2016

Payroll 4/15/16

Administration	\$	18,900.08
Council	\$	-
Planning/Engineering	\$	6,337.40
Police	\$	24,065.04
Public Works	\$	15,237.02
Buildings/Parks	\$	8,153.39
Street Improvement	\$	-
Water	\$	7,917.38
Sewer	\$	1,535.89
Marina	\$	8,463.11

Total Gross Payroll \$ 90,609.31

Less: Payroll Taxes \$ (17,631.10)

Less: Misc. Deductions \$ (15,437.78)

Net Payroll \$ 57,540.43

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	040516	2nd qtr 2016 egr billing	04/05/2016	113,033.41	.00	
44	CIRSA	160642	property/casualty pool billin for 20	04/01/2016	18,183.26	.00	
3128	Ceres Plus LLC	1312	Dillon Town Park Phase 1 design	04/05/2016	14,730.00	.00	
289	JOINT SEWER AUTHORITY	040516	2nd qtr 2016 egr billing	04/05/2016	7,424.90	.00	
44	CIRSA	160642	property/casualty pool billin for 20	04/01/2016	4,660.99	.00	
240	SNOWBRIDGE INC	C 56 16	3/4/16 cleanout, 3/10/16 traffic co	03/10/2016	3,105.00	.00	
174	MARK R SHAPIRO PC	033016	Professional Services	03/30/2016	2,933.00	.00	
2791	XCEL ENERGY 1140601	615186488-30	300030506	04/01/2016	2,932.06	2,932.06	04/12/2016
44	CIRSA	160642	property/casualty pool billin for 20	04/01/2016	2,791.17	.00	
3437	AUTO WEAVE UPHOLSTERY	55821	boat seat repair	04/11/2016	2,715.00	.00	
199	BRP US INC	4174622-4174	winterizing program	04/12/2016	2,587.46	.00	
77	CROFT FORMS AND PRINTING	16875	St Uniform Summons, Municipal s	04/01/2016	1,853.95	.00	
44	CIRSA	160642	property/casualty pool billin for 20	04/01/2016	1,463.33	.00	
716	COLORADO MOUNTAIN NEWS	100308803311	adamin assit, notice of vacancies	03/31/2016	1,418.05	.00	
174	MARK R SHAPIRO PC	033016	Professional Services	03/30/2016	1,387.50	.00	
209	PUG RYAN'S	040716	Council Party	04/07/2016	1,345.75	1,345.75	04/08/2016
2800	ACORN PETROLEUM INC	766172	fue	03/29/2016	1,319.35	.00	
3892	Mike Wolfe	040816	slip fee reimburse sold boat	04/08/2016	1,229.90	.00	
2674	Browns Hill Engineering	11141	SCADA lease agreement may 20	03/28/2016	1,172.50	.00	
2674	Browns Hill Engineering	11141	SCADA lease agreement may 20	03/28/2016	1,172.50	.00	
2800	ACORN PETROLEUM INC	765528	fuel	03/24/2016	1,093.36	.00	
3890	PBL Enterprises Inc	10614	cutting edge 72-246, side ring	04/05/2016	1,042.76	.00	
2791	XCEL ENERGY 1140601	615185776-30	300069706	04/01/2016	981.79	981.79	04/12/2016
1250	SUMMIT NET TREKKER	03720	asset management,monitoring an	03/30/2016	960.71	.00	
3782	Steamboat Sticker	1536	stickers	03/16/2016	924.50	924.50	04/06/2016
2791	XCEL ENERGY 1140601	615185990-30	300073131	04/01/2016	916.86	916.86	04/12/2016
1250	SUMMIT NET TREKKER	03720	asset management,monitoring an	03/30/2016	811.42	.00	
106	FERRELLGAS - 6488704	1091458389	fuel	03/25/2016	796.05	796.05	04/06/2016
2790	XCEL ENERGY 1012864	615156020	53-1012864-0 Street lights	04/01/2016	670.31	.00	
168	EVERIST MATERIALS LLC	231555	ice slicer / sand	03/25/2016	648.87	.00	
938	UNIVAR USA INC	DV 902048	caustic soda	03/29/2016	626.60	.00	
2765	The Key People Co.	40416171	april cleaning	04/01/2016	625.00	.00	
2791	XCEL ENERGY 1140601	615188051	304127097	04/01/2016	611.73	611.73	04/12/2016
174	MARK R SHAPIRO PC	033016	Professional Services	03/30/2016	610.50	.00	
2800	ACORN PETROLEUM INC	767644	fuel	04/04/2016	579.71	.00	
338	VERIZON WIRELESS	9762880635	271567035-00001	03/28/2016	518.33	.00	
716	COLORADO MOUNTAIN NEWS	466331803311	backyard 2016	03/31/2016	499.13	.00	
614	CASELLE INC	72193	Contract Support & maintenance	04/01/2016	498.00	.00	
919	McCandless International	P101042931:0	mirror rear view	03/28/2016	471.59	.00	
2794	XCEL ENERGY 1030977	613430333-61	300125053 & 300146509	03/21/2016	471.06	471.06	04/06/2016
1250	SUMMIT NET TREKKER	03720	asset management,monitoring an	03/30/2016	433.57	.00	
3891	Katherine Kuepfer	LODGING-BRE	Lodging for Lake Dillon Brew Festi	04/06/2016	406.72	406.72	04/11/2016
240	SNOWBRIDGE INC	C 111 16	returned to remove final rock from	03/12/2016	395.00	.00	
2522	Allied Security Group Inc	64046	Annual Alarm Monitoring	04/01/2016	391.90	.00	
444	Century Link	970468510099	970 468 5100 991	03/28/2016	386.66	.00	
3514	Office Stuff Inc	106525-001	office supplies	04/06/2016	380.12	.00	
3512	Rocky Mnt Instrumental	48751	RML # 16-40236 AA	04/04/2016	380.00	.00	
1250	SUMMIT NET TREKKER	03720	asset management,monitoring an	03/30/2016	367.14	.00	
1232	TIMBERLINE DISPOSAL LLC	61537	Month service	01/01/2016	359.00	359.00	04/12/2016
1232	TIMBERLINE DISPOSAL LLC	61537	Month service	01/01/2016	359.00	359.00	04/12/2016
1232	TIMBERLINE DISPOSAL LLC	63296	Month service	04/01/2016	359.00	359.00	04/12/2016
1232	TIMBERLINE DISPOSAL LLC	63296	Month service	04/01/2016	359.00	359.00	04/12/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
338	VERIZON WIRELESS	9762880635	271567035-00001	03/28/2016	357.85	.00	
94	DPC INDUSTRIES INC	737001033-16	CHLORINE 150 # cyl	03/22/2016	335.12	.00	
2874	AFLAC WORLDWIDE HEADQUA	540817	A3W23	04/15/2016	312.66	.00	
2921	UMB Bank n.a.	382116	3/1-31/16	04/07/2016	300.00	.00	
2927	Lyons Gaddis	033116	march 2016 fees	03/31/2016	291.50	.00	
204	PEAK PERFORMANCE COPIER	3/30/16	meter billing	03/30/2016	277.28	.00	
3107	MailFinance	H5856840	cust # 114186	03/25/2016	273.18	.00	
199	BRP US INC	3700044	bossweb service charge Apr, May	03/25/2016	270.00	270.00	04/06/2016
449	WALMART COMMUNITY BRC	2280	supplies	04/03/2016	256.32	.00	
3512	Rocky Mnt Instrumental	48753	RML# 16-40213-AA	04/04/2016	250.00	.00	
3653	John Deere Financial	C14961/31	stainless steel cutting blade, mine	03/14/2016	249.99	.00	
3162	Paul C Benedetti	033116	service 3/1-3/31/16	03/31/2016	240.00	240.00	04/06/2016
2791	XCEL ENERGY 1140601	61518774	300126490	04/01/2016	217.40	217.40	04/12/2016
338	VERIZON WIRELESS	9762880635	271567035-00001	03/28/2016	210.55	.00	
3889	D.S.A. Finance Corp	393	river rock bracelets & necklaces	03/31/2016	204.95	204.95	04/06/2016
273	WAGNER EQUIPMENT	1493167	recondition hydraulic cylinders	03/16/2016	199.80	.00	
338	VERIZON WIRELESS	9762880635	271567035-00001	03/28/2016	188.93	.00	
2793	XCEL ENERGY 1141131	6143471070-6	300018443-300049050	03/28/2016	186.21	186.21	04/12/2016
449	WALMART COMMUNITY BRC	2280	supplies	04/03/2016	185.17	.00	
128	HACH COMPANY	9856926	stablcal ampule kit, spec coror std	03/25/2016	184.79	.00	
338	VERIZON WIRELESS	9762880635	271567035-00001	03/28/2016	170.28	.00	
199	BRP US INC	4174622-4174	winterizing program	04/12/2016	170.22	.00	
39	CARQUEST AUTO PARTS	502468	brake pads, brake rotor	03/10/2016	152.70	.00	
3712	Hoffmann, Parker, Wilson & Carb	033116	acct 11022009-002	03/31/2016	146.75	.00	
3712	Hoffmann, Parker, Wilson & Carb	033116	acct 11022009-002	03/31/2016	146.75	.00	
266	USA BLUE BOOK	914947	key for water service lock	04/01/2016	145.51	.00	
45	KING SOOPERS CUSTOMER C	032616	meeting expenses	03/26/2016	130.84	.00	
204	PEAK PERFORMANCE COPIER	3/30/16	meter billing	03/30/2016	129.71	.00	
2791	XCEL ENERGY 1140601	615186504	300188926	04/01/2016	125.64	125.64	04/12/2016
136	HONNEN EQUIPMENT CO	749069	coolant heat	03/30/2016	124.02	.00	
2791	XCEL ENERGY 1140601	615184214-30	300029692	04/01/2016	111.15	111.15	04/12/2016
3409	Texas Child Support SDU	041516	00105116162005 ag 5778	04/15/2016	110.77	.00	
39	CARQUEST AUTO PARTS	504734	6G 6FFORx90M, 4MFFOR 6mp	03/30/2016	108.96	.00	
3571	Jacobson Hat Co. Inc	27651	child bucket hat	03/17/2016	106.66	106.66	04/06/2016
1579	LEXISNEXIS	1516096-2016	monthly subscription fee	03/31/2016	100.00	.00	
2791	XCEL ENERGY 1140601	615187045	302111909	04/01/2016	99.53	99.53	04/12/2016
123	GRAINGER INC	9072177034	misc supplies	04/04/2016	98.39	.00	
3780	Infinity Certified Welding & Fabric	989	flat bar, cut charge	04/08/2016	95.50	.00	
367	TRANSWEST TRUCKS	9260390052	valve, nozzle	04/08/2016	91.63	91.63	04/08/2016
444	Century Link	970468385650	970 468 3856 508	03/22/2016	91.11	.00	
2791	XCEL ENERGY 1140601	615186260	300140026	04/01/2016	90.82	90.82	04/12/2016
3032	Fastenal	COS1V25878	cutter, jobber sharpcut regrind div	03/22/2016	90.41	.00	
338	VERIZON WIRELESS	9762880635	271567035-00001	03/28/2016	90.23	.00	
2791	XCEL ENERGY 1140601	615186894	304047878	04/01/2016	89.48	89.48	04/12/2016
614	CASELLE INC	72193	Contract Support & maintenance	04/01/2016	88.00	.00	
614	CASELLE INC	72193	Contract Support & maintenance	04/01/2016	88.00	.00	
2791	XCEL ENERGY 1140601	615189382	300044142	04/01/2016	86.77	86.77	04/12/2016
3357	Lowes	2526	50 lb permnt asphalt	03/12/2016	85.88	.00	
3357	Lowes	1404	permnt asphalt	03/28/2016	79.68	.00	
3357	Lowes	2508	permnt asphalt	03/20/2016	79.68	.00	
2791	XCEL ENERGY 1140601	615185814	300060414	04/01/2016	78.01	78.01	04/12/2016
3357	Lowes	23518	kobalt 19 pc sae ski	03/24/2016	75.94	.00	
45	KING SOOPERS CUSTOMER C	032616	meeting expenses	03/26/2016	75.86	.00	
2791	XCEL ENERGY 1140601	615186521	300044141	04/01/2016	74.78	74.78	04/12/2016
444	Century Link	1371258981	acct 79537073	03/31/2016	70.13	.00	
3512	Rocky Mnt Instrumental	48705	RML # 16-40213 A	03/28/2016	70.00	.00	
3512	Rocky Mnt Instrumental	48709	RML # 16-40235 A	03/28/2016	70.00	.00	
3512	Rocky Mnt Instrumental	48710	RML #16-40236 A	03/28/2016	70.00	.00	

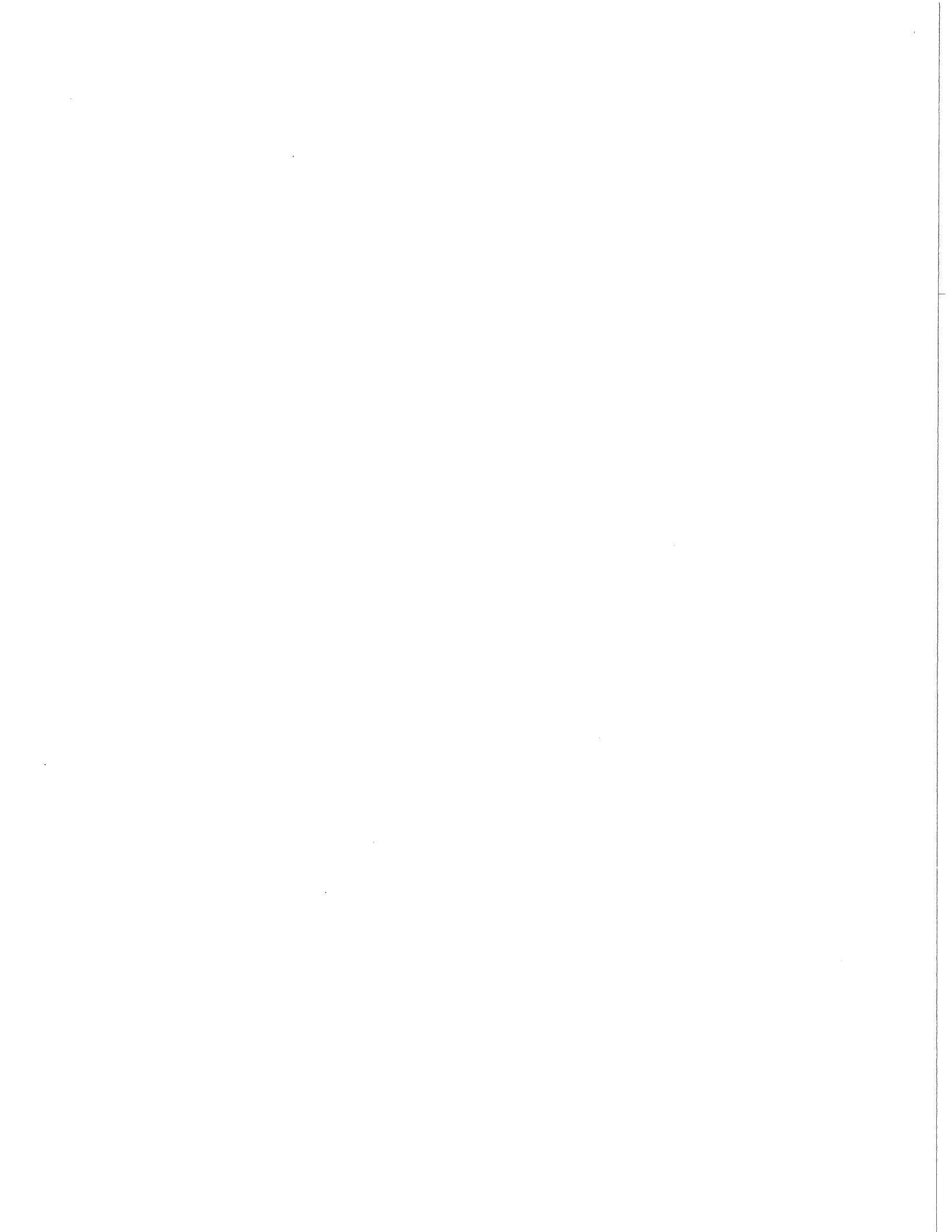
Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
283	G & K SERVICES	1008803902	jean,shirts,towels	03/07/2016	69.97	.00	
283	G & K SERVICES	1008807994	jean,shirts,towels	03/14/2016	69.97	.00	
283	G & K SERVICES	1008812084	jean,shirts,towels	03/21/2016	69.97	.00	
283	G & K SERVICES	1008816211	jean,shirts,towels	03/28/2016	69.97	.00	
199	BRP US INC	1031303	s/m g2	03/14/2016	67.89	.00	
3032	Fastenal	26103	jobber, zinc fender	03/30/2016	67.31	.00	
3357	Lowes	2314	permnt asphalt	03/27/2016	66.42	.00	
3357	Lowes	2519	permnt asphalt	03/20/2016	66.40	.00	
144	INTERNAL REVENUE SERVICE	CP220	Taxes	12/31/2015	66.37	66.37	04/07/2016
2791	XCEL ENERGY 1140601	615188785	300188661	04/01/2016	64.92	64.92	04/12/2016
2791	XCEL ENERGY 1140601	615186398-30	300124516	04/01/2016	64.17	64.17	04/12/2016
273	WAGNER EQUIPMENT	62C025340	cat elc bitter, cat yellow paint	04/13/2016	63.92	.00	
3357	Lowes	10583	110 8ft T12 4100k	03/21/2016	63.72	.00	
205	PETTY CASH	041316	meetings, supplies , reimburseme	04/13/2016	62.00	.00	
3514	Office Stuff Inc	106525-001	office supplies	04/06/2016	61.99	.00	
283	G & K SERVICES	1008807992	mats	03/14/2016	60.43	.00	
283	G & K SERVICES	1008816209	mats	03/28/2016	60.43	.00	
106	FERRELLGAS - 6488704	RNT6387503	rent tank # 94857	03/24/2016	60.00	60.00	04/06/2016
3357	Lowes	2756	permnt asphalt	03/05/2016	59.77	.00	
3357	Lowes	23014	adv del surfa,kilz upshot aerosol,	04/01/2016	57.63	.00	
39	CARQUEST AUTO PARTS	502357	xl raven pwdr free, grimson hd gre	03/09/2016	57.61	.00	
3357	Lowes	01088	kbft 5pc sae	03/22/2016	56.97	.00	
3357	Lowes	2016	8ft cool wht	04/01/2016	56.92	.00	
2791	XCEL ENERGY 1140601	615185156	300145637	04/01/2016	56.73	56.73	04/12/2016
3357	Lowes	7237	tin snips lead free ball val	03/03/2016	55.53	.00	
3032	Fastenal	26130	jobber	03/31/2016	55.25	.00	
39	CARQUEST AUTO PARTS	503339	giesel exhaust fluid	03/18/2016	55.16	.00	
3641	Colorado Document Security	237233	document destruction	01/14/2016	55.00	55.00	04/06/2016
3641	Colorado Document Security	238107	document destruction	03/31/2016	55.00	.00	
444	Century Link	970468111039	970 468 1110 394	03/28/2016	54.21	.00	
444	Century Link	970468771008	970 468 7710 089	03/28/2016	53.08	.00	
338	VERIZON WIRELESS	9762880635	271567035-00001	03/28/2016	52.45	.00	
444	Century Link	970468681537	970 468 6815 372	03/28/2016	48.01	.00	
3357	Lowes	10856	univ gloss black, 35 yd gorilla	03/30/2016	46.24	.00	
3357	Lowes	3786	rcp plastic red buc, cfl soft whit, m	03/14/2016	41.09	.00	
3653	John Deere Financial	C14961/31	stainless steel cutting blade, mine	03/14/2016	40.74	.00	
39	CARQUEST AUTO PARTS	501585	detector combus	03/02/2016	40.47	.00	
205	PETTY CASH	041316	meetings, supplies , reimburseme	04/13/2016	40.00	.00	
39	CARQUEST AUTO PARTS	503974	8m2lxreel, 8g-8fjx	03/24/2016	38.80	.00	
2791	XCEL ENERGY 1140601	615186140	300060483	04/01/2016	37.88	37.88	04/12/2016
39	CARQUEST AUTO PARTS	504589	oil filter	03/29/2016	35.64	.00	
205	PETTY CASH	041316	meetings, supplies , reimburseme	04/13/2016	35.49	.00	
1871	UPS	F47237136	Shipping	03/26/2016	34.91	.00	
1250	SUMMIT NET TREKKER	03720	asset management,monitoring an	03/30/2016	34.28	.00	
45	KING SOOPERS CUSTOMER C	032616	meeting expenses	03/26/2016	34.01	.00	
65	COLORADO MOTOR PARTS	805333	PRotectant spray	03/03/2016	31.68	.00	
3357	Lowes	5742	mr clean , 10ft blk marine rubb	03/29/2016	31.00	.00	
449	WALMART COMMUNITY BRC	2280	supplies	04/03/2016	30.08	.00	
2791	XCEL ENERGY 1140601	615185611	300085865	04/01/2016	29.68	29.68	04/12/2016
3020	McAfee	901609192	monthly service	04/03/2016	27.50	.00	
3020	McAfee	901609192	monthly service	04/03/2016	27.50	.00	
205	PETTY CASH	041316	meetings, supplies , reimburseme	04/13/2016	26.04	.00	
3357	Lowes	6695	gloss black rust	03/19/2016	25.54	.00	
3514	Office Stuff Inc	106525-001	office supplies	04/06/2016	25.49	.00	
205	PETTY CASH	041316	meetings, supplies , reimburseme	04/13/2016	25.00	.00	
3032	Fastenal	26122	nylock z	03/31/2016	23.67	.00	
283	G & K SERVICES	1008803902	jean,shirts,towels	03/07/2016	22.75	.00	
283	G & K SERVICES	1008807994	jean,shirts,towels	03/14/2016	22.75	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
283	G & K SERVICES	1008812084	jean,shirts,towels	03/21/2016	22.75	.00	
283	G & K SERVICES	1008816211	jean,shirts,towels	03/28/2016	22.75	.00	
3020	McAfee	901609192	monthly service	04/03/2016	22.00	.00	
273	WAGNER EQUIPMENT	62C025340	cat elc bitter, cat yellow paint	04/13/2016	20.46	.00	
755	SUMMIT COUNTY JOURNAL	12046722A	12046722A	04/15/2016	20.24	.00	
39	CARQUEST AUTO PARTS	504820	bush, atf dex/merc qt	03/31/2016	18.41	.00	
2791	XCEL ENERGY 1140601	615186495	300155553	04/01/2016	17.30	17.30	04/12/2016
1250	SUMMIT NET TREKKER	03720	asset management,monitoring an	03/30/2016	17.14	.00	
1250	SUMMIT NET TREKKER	03720	asset management,monitoring an	03/30/2016	17.14	.00	
2791	XCEL ENERGY 1140601	615187361	300133857	04/01/2016	15.98	15.98	04/12/2016
716	COLORADO MOUNTAIN NEWS	100309503311	ordinance	03/31/2016	15.18	.00	
205	PETTY CASH	041316	meetings, supplies , reimburseme	04/13/2016	14.07	.00	
39	CARQUEST AUTO PARTS	502549	brake fluid	03/11/2016	13.78	.00	
39	CARQUEST AUTO PARTS	504424	t boltsize 40-44-36	03/28/2016	13.50	.00	
39	CARQUEST AUTO PARTS	504570	top cog gold v belt	03/29/2016	13.29	.00	
3357	Lowes	5003	8ft 6500 2ct	04/01/2016	13.28	.00	
3357	Lowes	7237	tin snips lead free ball val	03/03/2016	13.28	.00	
39	CARQUEST AUTO PARTS	501652	hyd filter	03/03/2016	13.03	.00	
1337	Rocky Mtn Business Engraving	60523	Name Badge	04/11/2016	13.00	.00	
39	CARQUEST AUTO PARTS	503644	multi purpose lube	03/21/2016	12.87	.00	
2793	XCEL ENERGY 1141131	6143471070-6	300018443-300049050	03/28/2016	12.73	12.73	04/12/2016
205	PETTY CASH	041316	meetings, supplies , reimburseme	04/13/2016	12.00	.00	
2791	XCEL ENERGY 1140601	615187191	300062984	04/01/2016	11.99	11.99	04/12/2016
39	CARQUEST AUTO PARTS	501647	cq 80w	03/03/2016	11.02	.00	
205	PETTY CASH	041316	meetings, supplies , reimburseme	04/13/2016	11.00	.00	
39	CARQUEST AUTO PARTS	501591	diesel detector	03/02/2016	10.30	.00	
263	UNCC	21603260	RTL transmission	03/31/2016	10.01	.00	
449	WALMART COMMUNITY BRC	2280	supplies	04/03/2016	9.85	.00	
39	CARQUEST AUTO PARTS	504644	capsule	03/30/2016	8.67	.00	
1250	SUMMIT NET TREKKER	03720	asset management,monitoring an	03/30/2016	8.59	.00	
39	CARQUEST AUTO PARTS	504647	oil filter	03/30/2016	8.58	.00	
39	CARQUEST AUTO PARTS	504646	oil filter	03/30/2016	8.33	.00	
283	G & K SERVICES	1008803902	jean,shirts,towels	03/07/2016	8.22	.00	
283	G & K SERVICES	1008807994	jean,shirts,towels	03/14/2016	8.22	.00	
283	G & K SERVICES	1008812084	jean,shirts,towels	03/21/2016	8.22	.00	
283	G & K SERVICES	1008816211	jean,shirts,towels	03/28/2016	8.22	.00	
39	CARQUEST AUTO PARTS	504848	4MFFOR 6mp	03/31/2016	7.64	.00	
39	CARQUEST AUTO PARTS	504853	bush	03/31/2016	6.88	.00	
39	CARQUEST AUTO PARTS	504406	t bolt spring	03/28/2016	5.78	.00	
3020	McAfee	901609192	monthly service	04/03/2016	5.50	.00	
3020	McAfee	901609192	monthly service	04/03/2016	4.13	.00	
3020	McAfee	901609192	monthly service	04/03/2016	4.12	.00	
3020	McAfee	901609192	monthly service	04/03/2016	2.75	.00	
3020	McAfee	901609192	monthly service	04/03/2016	2.75	.00	
3020	McAfee	901609192	monthly service	04/03/2016	2.75	.00	
39	CARQUEST AUTO PARTS	504773	pipe tread tape	03/31/2016	2.28	.00	
39	CARQUEST AUTO PARTS	504434	t bolt, hose clamps, t bolt return b	03/28/2016	4.23-	.00	
39	CARQUEST AUTO PARTS	5041812	4MFFOR 6mp	03/31/2016	7.64-	.00	
39	CARQUEST AUTO PARTS	504612	top cog gold v belt	03/29/2016	13.29-	.00	
2765	The Key People Co.	33116	credit memo poor service 3/30/16	03/31/2016	69.44-	.00	
Grand Totals:					218,544.74	13,388.30	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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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 COUNCIL ACTION ITEM
STAFF SUMMARY
APRIL 19, 2016 COUNCIL MEETING**

Date: April 11, 2016

AGENDA ITEM NUMBER: 3d.

ACTION TO BE CONSIDERED: Consideration of Resolution No. 21-16, Series of 2016, making an appointment to the Dillon Planning and Zoning Commission.

SUMMARY: There is one (1) vacancy on the Planning and Zoning Commission and which is required to be filled by a Dillon resident. One (1) letter of interest was received by Dillon resident Teresa England

Council interviewed Ms. England during their earlier Work Session.

BUDGET IMPACT: None.

STAFF RECOMMENDATION/ACTION REQUESTED: Staff recommends approval of Resolution No. 21-16, Series of 2016.

MOTION, SECOND AND ROLL CALL VOTE FOR APPROVAL.

“... move to approve Resolution No. 21-16, Series of 2016 making an appointment to the Planning and Zoning Commission.”

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

STAFF RESPONSIBLE: Jo-Anne Tyson, Town Clerk

RESOLUTION NO. 21-16
Series of 2016

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF
DILLON, COLORADO, MAKING AN APPOINTMENT TO THE
PLANNING AND ZONING COMMISSION.**

WHEREAS, the Town Council has created a Planning and Zoning Commission pursuant to Chapter 2, “Administration and Personnel”, Article 6, “Planning and Zoning Commission” of the Dillon Municipal Code; and

WHEREAS, the Town of Dillon, Colorado wishes to appoint [redacted] to serve as a member of the Planning and Zoning Commission; and

WHEREAS, the Town Council of the Town of Dillon believes it is in the best interest of the Town to make this appointment to the Planning and Zoning Commission for the Town of Dillon.

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

Section 1. The Town Council of the Town of Dillon hereby appoints [redacted] to serve as a Dillon resident member of the Planning and Zoning Commission to serve a partial term that will expire in June, 2016.

**ADOPTED AND APPROVED THIS 19TH DAY OF APRIL, 2016, BY THE TOWN
COUNCIL OF 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

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

DATE: April 15, 2016

AGENDA ITEM NUMBER: 3e.

ACTION TO BE CONSIDERED: Consideration of Resolution No. 22-16, Series of 2016, making an appointment to the Dillon Cemetery Advisory Committee.

SUMMARY: There is one (1) two-year term available on the Dillon Cemetery Advisory Committee as a result of Abbe Gold's resignation from the Committee. The Town has received one (1) letter of interest from Mellanee Montgomery for this position. Council interviewed this candidate at their earlier Work Session.

BUDGET IMPACT: None.

STAFF RECOMMENDATION: Staff recommends approval of Resolution No. 22-16, Series of 2016, making an appointment to the Dillon Cemetery Advisory Committee.

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

"... move to approve Resolution No. 22-16, Series of 2016 making an appointment to the Dillon Cemetery Advisory Committee."

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

STAFF RESPONSIBLE: Jo-Anne Tyson, Town Clerk

RESOLUTION NO. 22-16
Series of 2016

**A RESOLUTION BY THE TOWN COUNCIL OF THE TOWN OF DILLON,
COLORADO, MAKING AN APPOINTMENT TO THE DILLON CEMETERY
ADVISORY COMMITTEE.**

WHEREAS, The Town of Dillon owns and operates a cemetery for the benefit of the public as provided for under Ordinance 1-90, Series of 1990 and Resolution 3-90, Series of 1990; and

WHEREAS, the Town Council has established a Dillon Cemetery Advisory Committee pursuant to Resolution 25-02, Series 2002; and

WHEREAS, the Town Council increased the number of members of the Dillon Cemetery Advisory Committee, pursuant to Resolution 04-03, Series of 2003; and

WHEREAS, the Town Council has provided for non-voting members on the Dillon Cemetery Advisory Committee pursuant to Resolution 02-05, Series of 2005; and

WHEREAS, the Town Council has established that the Town Council will appoint and allow participation of all non-voting members on the Dillon Cemetery Advisory Committee pursuant to Resolution No. 51-12, Series of 2012; and

WHEREAS, the Town Council of the Town of Dillon believes it is in the best interest of the Town to appoint [REDACTED] as a member of the Dillon Cemetery Advisory Committee for the Town of Dillon.

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

Section 1. The Town Council of the Town of Dillon hereby appoints [REDACTED] as a member of the Dillon Cemetery Advisory Committee for a two-year terms that will expire in April 2018.

ADOPTED AND APPROVED THIS 19TH DAY OF APRIL, 2016, BY THE TOWN COUNCIL OF 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

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

DATE: April 14, 2016

AGENDA ITEM NUMBER: 3.f

ACTION TO BE CONSIDERED: Consideration of 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.*

SUMMARY:

The scope of work includes expanding the existing Town Hall parking lot 22' to the property line between Town Park Lot 10A and the Town Hall Lot 10B. The expanded parking lot will better facilitate the recycle center and future events. The new configuration will move the trash enclosure to the building side of the parking lot. See the attached plan.

The Town received two (2) bids for the work:

\$49,790.00.....Columbine Hills Concrete, Inc.
\$47,957.00.....Betone, LLC

BUDGET IMPACT: This project will be funded out of the Capital Improvement Plan – Pavement Maintenance Fund.

PROJECT BUDGET	ACCOUNT	BUDGET	Allocation for this Contract
Capital Improvement Fund: Surface Maintenance	2041-1055	\$55,000	\$47,957

STAFF RECOMMENDATION: Town Staff recommends awarding the contract to Betone, LLC and approval of Resolution No. 23-16, 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. 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.

WHEREAS, the Town of Dillon wishes to enter into a contract with Betone, LLC. to complete the Town Hall parking expansion project which includes expanding the existing parking lot 22' to the property line between Town Park Lot 10A and the Town Hall Lot 10B.; 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 Betone, LLC, a copy of which is attached hereto and incorporated herein by reference, to pay the consideration of \$47,957.00 for the Town Hall parking expansion 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 APRIL, 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 April, 2016, by and between TOWN OF DILLON, COLORADO (hereinafter called the "TOWN") and BETONE, LLC. (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 TOWN HALL PARKING EXPANSION

ARTICLE 2. CONTRACT TIMES.

- 2.1 The Work shall be substantially completed within 5 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 5 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 Work may begin as early as Wednesday, May 3rd, 2016.
- 2.3 Work Shall be completed by the end of the day, May 27th, 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 Forty Seven Thousand Nine Hundred and Fifty-Seven dollars and NO cents (\$47,957) as set forth in the Bid Form of the CONTRACTOR dated April 12, 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 if any.
- 6.7 Technical Specifications.
- 6.8 Change Orders, Addenda and other documents which may be required or specified including, but not limited to:
 - 6.8.1 NO addenda issued.
 - 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 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 April 19th, 2016.

TOWN:

CONTRACTOR:

TOWN OF DILLON

BETONE, LLC

By: _____
Kevin Burns, Mayor
(CORPORATE SEAL)

By: _____
Frank Just, Member
(CORPORATE SEAL)

Attest: _____
Jo-Anne Tyson, Town Clerk
Address for giving notices:
Town of Dillon
P. O. Box 8, 275 Lake Dillon Drive
Dillon, CO 80435

Attest: _____
Betone, LLC
PO BOX 1459
Silverthorne, CO 80498

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)

FOR: _____
(Principal's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

(witness)

(seal)

FOR: _____
(Surety's Name)

BY: _____

ITS: _____

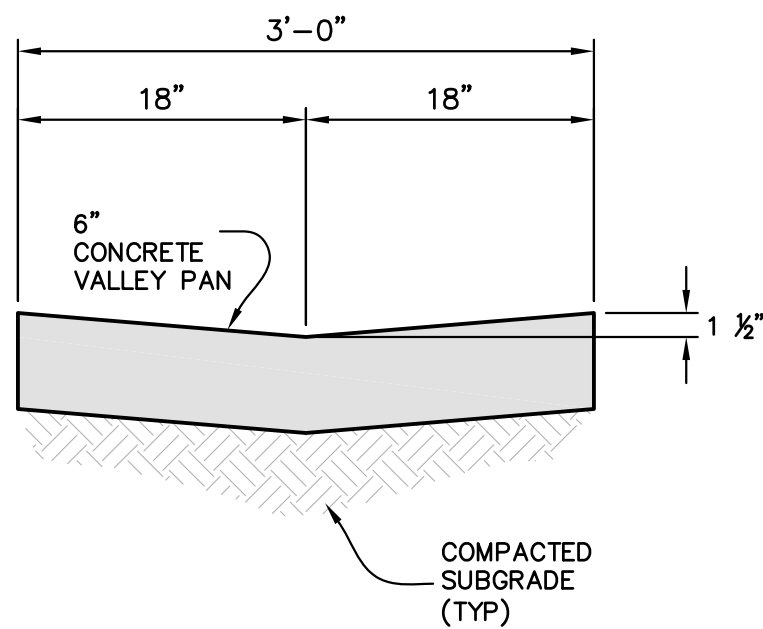
this ___ day of _____, 2002

BOND# _____

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

SIDEWALK AND VALLEY PAN NOTES:

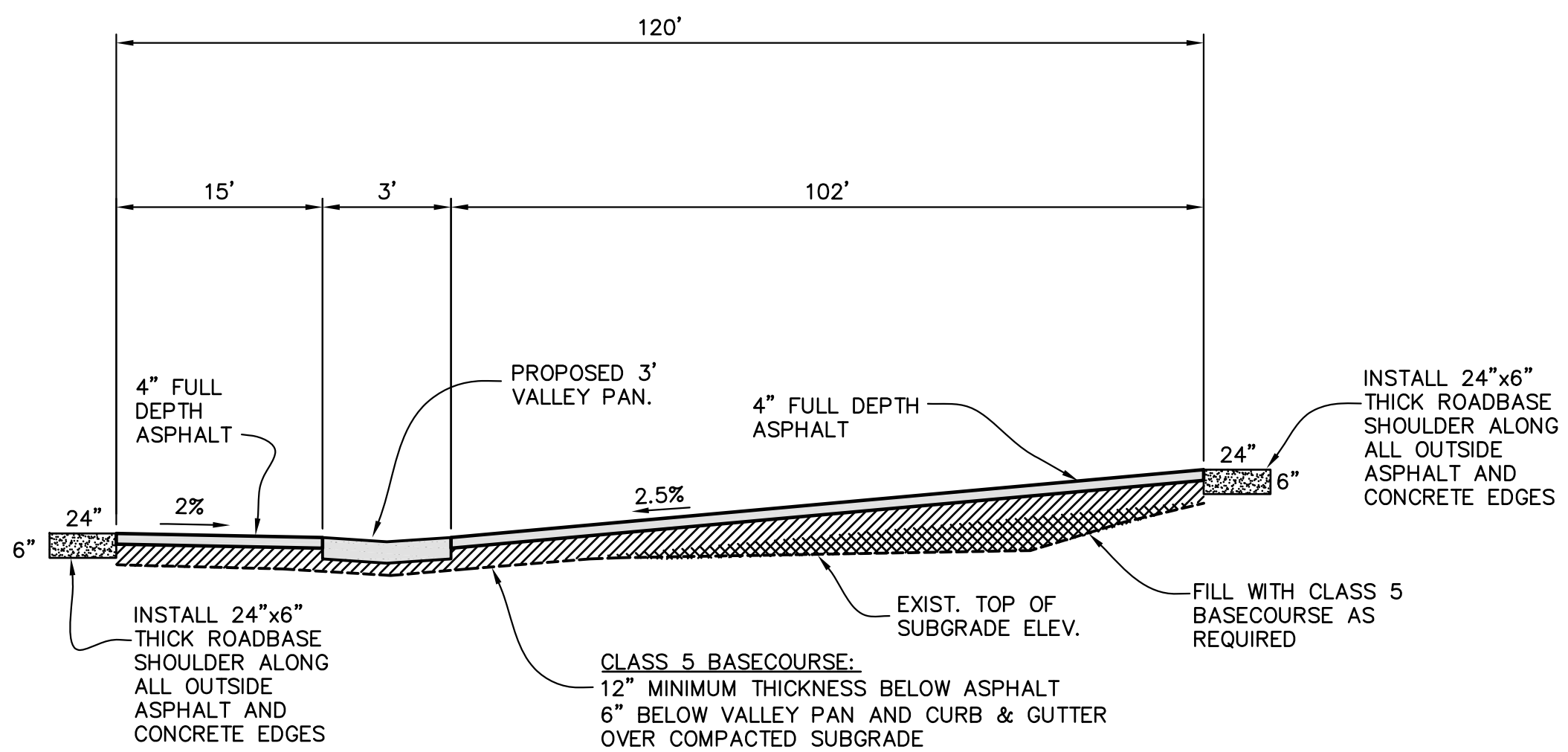
1) ALL WORK SHALL CONFORM TO TOWN OF DILLON STANDARDS



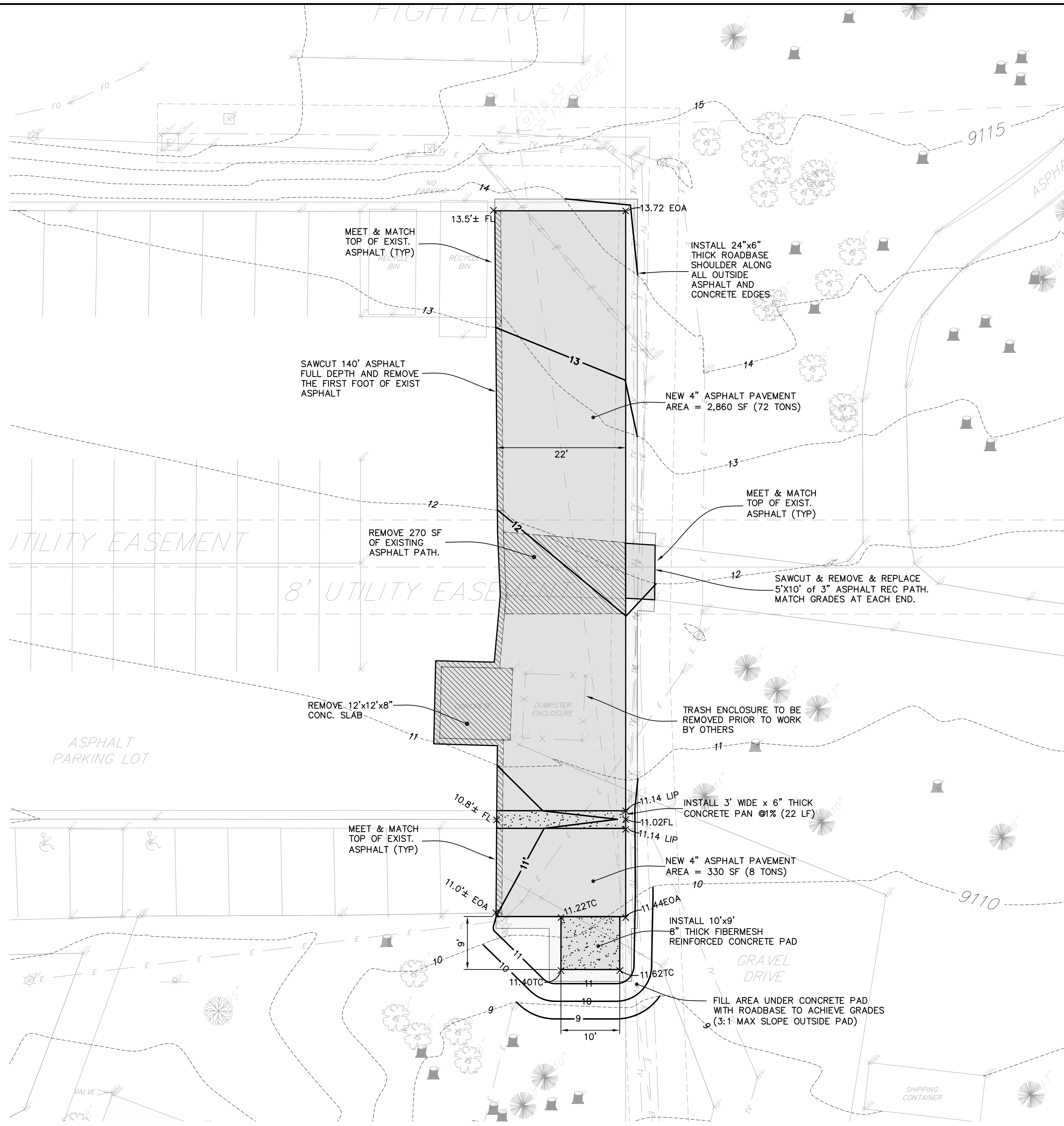
A CONCRETE VALLEY PAN
NO SCALE

NOTES:

1. REMOVE EXISTING ASPHALT & CONCRETE PAVEMENT IN WAY OF NEW CONSTRUCTION AND HAUL OFFSITE.
2. CLEAR AND GRUB AREAS BENEATH NEW WORK AND EXCAVATE DOWN TO SUBGRADE ELEVATION. HAUL ALL EXCESS MATERIALS OFFSITE.
3. SCARIFY AND RECOMPACT TOP 3" OF EXISTING SUBGRADE AND SHAPE TO NEW CONTOURS.
4. IMPORT AND INSTALL NEW CLASS 5 ROADBASE TO FILL AREAS UNDER PAVEMENT TO THE LINES AND GRADES SHOWN ON THE PLAN.
5. INSTALL NEW CONCRETE PANS AND FLATWORK. ALL CONCRETE SHALL BE 4,000 PSI (28 DAY STRENGTH) FIBERMESH REINFORCED.
6. PAINT STRIPING BY OTHERS (N.I.C.)
7. SPREAD 3" OF IMPORTED TOPSOIL OVER ALL DISTURBED AREAS ADJACENT TO THE NEW PAVEMENT. (MINIMUM WIDTH OF 3'=550sf)
8. HYDROSEED ALL DISTURBED AREAS WITH A NATIVE, WEED FREE, DROUGHT TOLERANT SEED MIX.



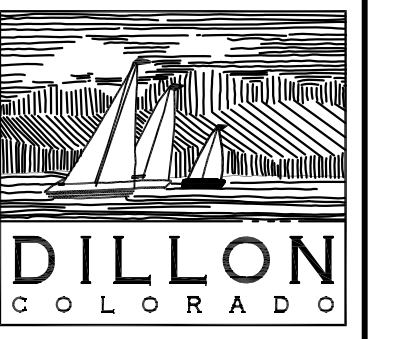
B TYPICAL PARKING LOT SECTION
(LOOKING TOWARD LAKE DILLON DRIVE)
NO SCALE



TOWN HALL PARKING LOT PLAN



SCALE: 1"=10'
(1"=20' ON 11"x17")



Prepared By:
Town of Dillon
PUBLIC WORKS DEPT.

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

(970) 262-3402
(970) 262-3410 Fax

Contact:
Dan Burroughs, P.E.
Town Engineer
danb@townofdillon.com

Revision: Date:
BID SET 3/25/2016

2016 TOWN HALL PARKING LOT EXPANSION

TOWN OF DILLON, COLORADO

PARKING LOT IMPROVEMENT PLAN

Project Info:

Drawing Info:

Drawing Set No.:

Issue Date:
25 MAR 2016

Horizontal Scale: Vertical Scale:
1"=10' NONE

This Sheet: Total Sheets:

1

1

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

DATE: April 14, 2016

AGENDA ITEM NUMBER: 3.g

ACTION TO BE CONSIDERED: Consideration of 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.*

SUMMARY:

The scope of work includes resurfacing LaBonte Street between the north end of the Tennis Courts and Tenderfoot Street. See the attached plan.

The Town received two (2) bids for the work:

- \$60,215.20.....Columbine Hills Concrete, Inc.
- \$53,123.67.....A-Peak, Inc.**

BUDGET IMPACT: This project will be funded out of the Capital Improvement Plan – Pavement Maintenance Fund. The proposed work is significantly under budget due to staff bidding a smaller project scope than originally budgeted because the status and timing of the Town Park parking reconfiguration was unknown. Now that staff has worked out a tentative 10-year timeline with Council, which places the major work on Town Park out in the 2020-2021 time period, staff is comfortable with spending the money on the overlay adjacent to the tennis courts. Town staff plans to change order this section adjacent to the Tennis Courts into the contract as well as add an overlay of the intersection of LaBonte with Tenderfoot Street. This additional work and traffic control will add approximately \$20k-\$25k to the proposed contract through the change order process.

PROJECT BUDGET	ACCOUNT	BUDGET	Allocation for this Contract
Capital Improvement Fund: Overlay LaBonte Street	2048-1005	\$100,679	\$53,123.67

STAFF RECOMMENDATION: Town Staff recommends awarding the contract to A-Peak, Inc. and approval of Resolution No. 24-16, 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. 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.

WHEREAS, the Town of Dillon wishes to enter into a contract with A-Peak, Inc. to complete the 2016 Asphalt Overlay Project which includes resurfacing LaBonte Street between the north end of the Tennis Courts and Tenderfoot Street; 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 A-Peak, Inc., a copy of which is attached hereto and incorporated herein by reference, to pay the consideration of \$53,123.67 for the 2016 Asphalt Overlay 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 APRIL, 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 APRIL, 2016, by and between TOWN OF DILLON, COLORADO (hereinafter called the "TOWN") and A-PEAK, 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 ASPHALT OVERLAY PROJECT

ARTICLE 2. CONTRACT TIMES.

- 2.1 The Work shall be substantially completed within 2 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 2 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 Work may begin as early as Monday, April 25th, 2016.
- 2.3 The project shall be completed by the end of the day Friday, May 27th, 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 Fifty Three Thousand One Hundred Twenty Three Dollars and NO cents (\$53,123.00) as set forth in the Bid Form of the CONTRACTOR dated April 11, 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 if any.
- 6.7 Technical Specifications.
- 6.8 Change Orders, Addenda and other documents which may be required or specified including, but not limited to:
 - 6.8.1 NO addenda issued.
 - 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 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.
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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 April 19th, 2016.

TOWN:

CONTRACTOR:

TOWN OF DILLON

A-PEAK, INC.

By: _____
Kevin Burns, Mayor
(CORPORATE SEAL)

By: _____
Bruce Yanke,
(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

A-PEAK, Inc.
P.O. Box 2468
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 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 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, and faithfully perform all terms, conditions and other obligations of the Contract, and any modifications or extensions thereof granted by the Obligee, 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.

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)

FOR: _____
(Principal's Name)

(seal)

BY: _____

ITS: _____

this ___ day of _____, 2002

(witness)

FOR: _____
(Surety's Name)

(seal)

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)

FOR: _____
(Principal's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

(witness)

(seal)

FOR: _____
(Surety's Name)

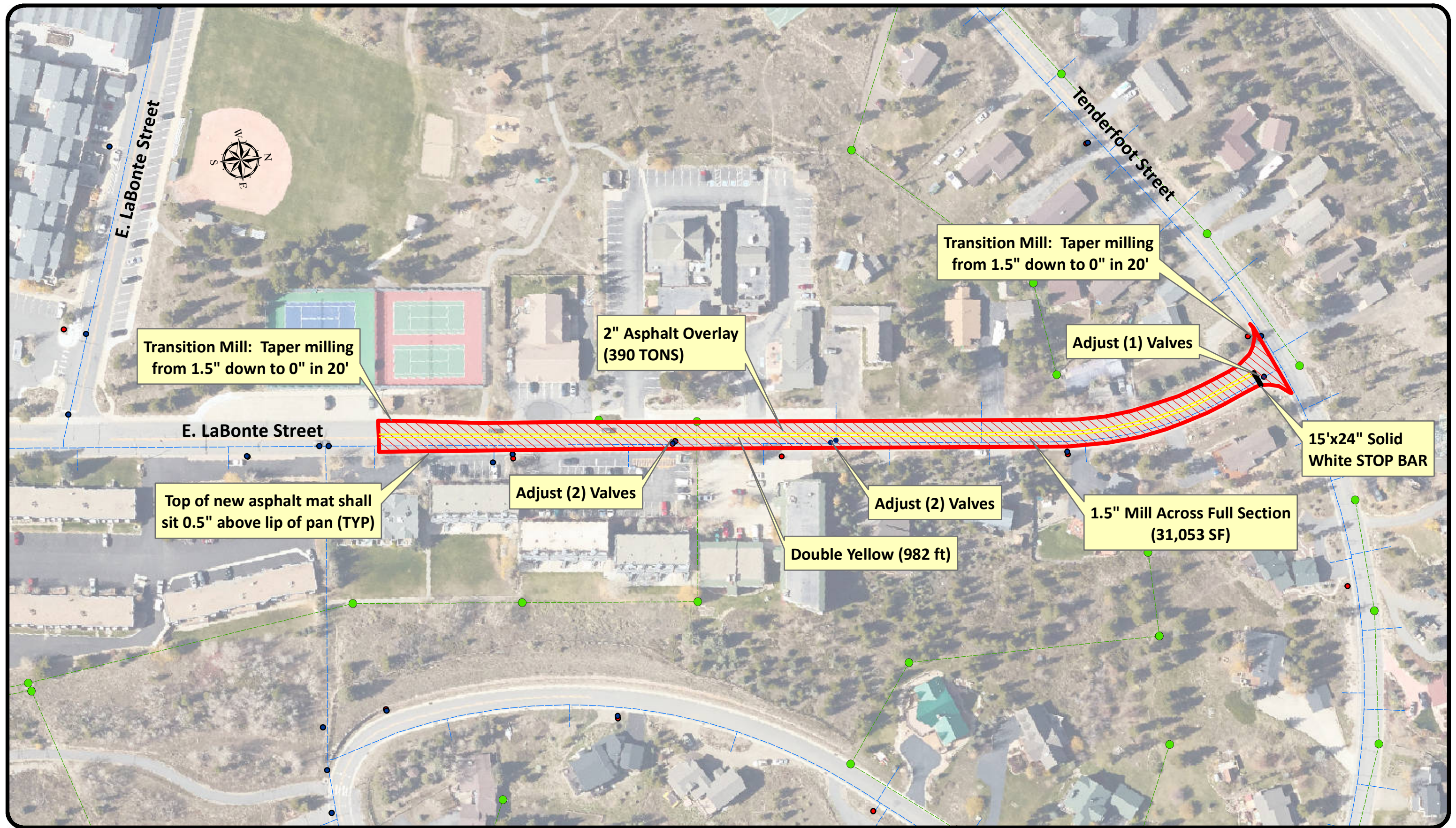
BY: _____

ITS: _____

this ___ day of _____, 2002

BOND# _____

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



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

DATE: April 14, 2016

AGENDA ITEM NUMBER: 3.h

ACTION TO BE CONSIDERED: Consideration of 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.*

SUMMARY:

The scope of work includes repairing the asphalt recreation path between the tunnel beneath the Dillon Dam Road and Lodgepole Street. The work involves installing a 2” overlay over the path, placing Petrotac fabric over the cracks, and cutting out some of the larger cracks and patching the path to enhance rideability. See the attached plan.

The Town received two (2) bids for the work:

\$34,759.50.....Columbine Hills Concrete, Inc.

\$29,950.00.....A-Peak, Inc.

BUDGET IMPACT: This project will be funded out of the Capital Improvement Plan – Park Improvements Fund.

PROJECT BUDGET	ACCOUNT	BUDGET	Allocation for this Contract
Capital Improvement Fund: Recreational Path Resurface	2045-1300	\$40,000	\$29,950

STAFF RECOMMENDATION: Town Staff recommends awarding the contract to A-Peak, Inc. and approval of Resolution No. 25-16, 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. 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.

WHEREAS, the Town of Dillon wishes to enter into a contract with A-Peak, Inc. to complete the 2016 Rec Path Overlay Project which includes repairing the asphalt recreation path between the tunnel beneath the Dillon Dam Road and Lodgepole Street involving the installation of a 2” overlay over the path, placing Petrotac fabric over the cracks, and cutting out some of the larger cracks and pathing the path to enhance rideability; 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 A-Peak, Inc., a copy of which is attached hereto and incorporated herein by reference, to pay the consideration of \$29,950.00 for the 2016 Rec Path Overlay 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 APRIL, 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 April, 2016, by and between TOWN OF DILLON, COLORADO (hereinafter called the "TOWN") and A-PEAK, 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 REC PATH OVERLAY

ARTICLE 2. CONTRACT TIMES.

- 2.1 The Work shall be substantially completed within 5 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 5 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 Work may begin as early as Monday, April 25th, 2016.
- 2.3 Work Shall be completed by the end of the day, May 27th, 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 Twenty Nine Thousand Nine Hundred Fifty dollars and NO cents (\$29,950.00) as set forth in the Bid Form of the CONTRACTOR dated April 11, 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 if any.
- 6.7 Technical Specifications.
- 6.8 Change Orders, Addenda and other documents which may be required or specified including, but not limited to:
 - 6.8.1 NO addenda issued.
 - 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 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 April 19th, 2016.

TOWN:

CONTRACTOR:

TOWN OF DILLON

A-PEAK, INC.

By: _____
Kevin Burns, Mayor
(CORPORATE SEAL)

By: _____
Bruce Yanke,
(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

A-PEAK, Inc.
P.O. Box 2468
Silverthorne, CO 80498

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)

FOR: _____
(Principal's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

(witness)

(seal)

FOR: _____
(Surety's Name)

BY: _____

ITS: _____

this ___ day of _____, 2002

BOND# _____

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



Town of Dillon

275 Lake Dillon Drive
Dillon, Colorado 80435

Public Works - GIS

Contents:

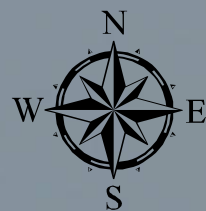
2016 RecPath Asphalt Overlay (2" Fill)

Date: 25 MAR 2016

By:

Scale: 1"=100 ft

djb



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

DATE: April 14, 2016

AGENDA ITEM NUMBER: 3.i

ACTION TO BE CONSIDERED: Consideration of 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.

PURPOSE:

This resolution authorizes the Town of Dillon to enter into a contract with ESRI as the lead agency for a GIS software package (Small Jurisdictional Enterprise License Agreement) that is split between the Town of Dillon, Town of Silverthorne, Town of Frisco and Town of Breckenridge. The Town will pay the annual \$25,500 fee and collect the \$17,850 from the other three Towns pursuant to the terms of the IGA which was approved in 2013 under Resolution 29-13, Series of 2013. This contract is for the next three years.

The small jurisdictional enterprise license agreement (ELA) allows each Town to deploy unlimited versions of the highest level software packages that ESRI offers for GIS applications. Additionally the ELA allows a total of 50 ArcGIS online seats which allows town staff to work in the field using a cloud based server platform to collect and administer GIS data such as fire hydrant locations and maintenance data, etc...

Previously we were paying around \$4,000 to maintain our (3) entry level and (2) middle level licenses. (15) ArcGIS online seats would cost the Town an additional \$7,500 annually for a total cost of \$11,500 per year. Because of the ELA, Dillon will only pay \$7,650 (30%) annually for its share of the ELA in order to acquire the desired (15) seats of ArcGIS Online and additional software licenses for desktop computers. Dillon and Breckenridge pay for 30% of the IGA to have more ArcGIS online seats (15 each); Frisco and Silverthorne pay 20% because they only get 10 each. SO this program provides town staff with as many copies of the GIS software as needed without having to pay additional license acquisition costs between \$2,500 and \$10,000 for each additional license of the GIS software.

BUDGET IMPACT:

The Town presently budgets \$20,800 annually to support the GIS system. The GIS program and is funded as follows:

\$5,000 Public Works (1047-9034)
\$5,300 Water Fund (3041-9034)
\$5,300 Sewer Fund (3241-9034)
\$5,200 Planning and Engineering (1043-3000 and 1043-3004)
\$20,800 GIS Program Total

The \$7,650 ELA program fee is within the budget amount allocated.

STAFF RECOMMENDATION: Staff recommends approval of Resolution No. 26-16, Series of 2016.

ACTION REQUESTED: Approval by 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. 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.**

WHEREAS, the Town of Dillon wishes to enter into a small multi-jurisdictional enterprise license agreement with Environmental Systems Research Institute, Inc. that is split between the Town of Dillon, Town of Silverthorne, Town of Frisco, and Town of Breckenridge to purchase a GIS software package; and

WHEREAS, the Town of Dillon will expend \$25,500.00 and collect \$17,850.00 from the Towns of Silverthorne, Frisco and Breckenridge pursuant to the terms of the Intergovernmental Agreement between the Town of Dillon, Town of Silverthorne, Town of Frisco, and Town of Breckenridge which was approved in 2013 by Resolution 29-13, Series of 2013; 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 agreement.

**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 small multi-jurisdictional enterprise license agreement with Environmental Systems Research Institute, Inc. that will be split between the Town of Dillon, Town of Silverthorne, Town of Frisco, and Town of Breckenridge to purchase a GIS software package herein by reference, to pay the consideration of \$25,500.00 and collect the \$17,850.00 from the Towns of Silverthorne, Frisco and Breckenridge pursuant to the terms of the IGA; 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 APRIL, 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



February 4, 2016

Mr. Dan Burroughs
Town of Dillon
275 Lake Dillon Dr
Dillon, CO 80435

Dear Dan,

The Esri Small Multi - Jurisdictional Enterprise License Agreement (ELA) is a three-year agreement that will grant the organizations Town of Dillon, Town of Frisco, Town of Silverthorne and Town of Breckenridge, access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If any of the organizations wish to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organizations will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organizations will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organizations will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organizations will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Multi - Jurisdictional ELA terms and conditions.
- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SG-ELA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Tammy Hook
Esri Account Manager



Quotation # 20482485

Date: February 4, 2016

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3025
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 115446 Contract #
Town of Dillon
Engineering Dept
275 Lake Dillon Dr
Dillon, CO 80435

ATTENTION: Dan Burroughs
PHONE: (970) 262-3405
FAX: 970-262-3410

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 02/04/2016 To: 05/04/2016

Material	Qty	Description	Unit Price	Total
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year One	25,000.00	25,000.00
115571	1	ArcPad Populations of 0 to 25,000 Small Government Enterprise License Agreement - Year One	500.00	500.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year Two	25,000.00	25,000.00
115571	1	ArcPad Populations of 0 to 25,000 Small Government Enterprise License Agreement - Year Two	500.00	500.00
110035	1	Populations of 0 to 25,000 Small Government Term Enterprise License Agreement - Year Three	25,000.00	25,000.00
115571	1	ArcPad Populations of 0 to 25,000 Small Government Enterprise License Agreement - Year Three	500.00	500.00
			Item Total:	76,500.00
			Subtotal:	76,500.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$76,500.00

* This Small Multi-Jurisdictional ELA is for the sole use of the following entities:
Town of Dillon, Town of Frisco, Town of Silverthorne, Town of Breckenridge.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Tammy Hook	Email: thook@esri.com	Phone: (909) 793-2853 x3949
<p>The items on this quotation are subject to the terms set forth herein and the terms of your signed agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.</p> <p><i>If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630</i></p>		



Esri Use Only:
 Cust. Name _____
 Cust. # _____
 PO # _____
 Esri Agreement # _____

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

**REGIONAL GOVERNMENT
 ENTERPRISE LICENSE AGREEMENT
 (RG1)**

This Agreement is by and between Town of Dillon ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the License Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
 List of Products**

Uncapped Quantities

Desktop Software and Extensions

ArcGIS for Desktop Advanced
 ArcGIS for Desktop Standard
 ArcGIS for Desktop Basic
 ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions

ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
 ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools

ArcGIS Engine
 ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
 ArcGIS Runtime Standard
 ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities

One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
 One (1) Esri CityEngine Advanced Single Use License
 One (1) Esri CityEngine Advanced Concurrent Use License
 One (1) ArcGIS Online Subscription
 One (1) Portal for ArcGIS Subscription

OTHER BENEFITS

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	Level 2
One (1) Portal for ArcGIS term subscription with specified named users as determined in the program description	Level 2
Number of Esri User Conference registrations provided annually	2
Number of Tier 1 Help Desk individuals authorized to call Esri	2
Maximum number of sets of backup media, if requested**	2
Virtual Campus Annual User License allowance	5,000
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items.

**Additional sets of backup media may be purchased for a fee.

Customer may accept this Agreement by signing and returning the whole Agreement with a sales quotation, purchase order, or other document ("Ordering Document") that matches the Quotation and references this Agreement. **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** Unless otherwise mutually agreed to, this Agreement is effective as of the date of the last signature on the signature page ("Effective Date") or, if no date is provided with the signature, the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference. This Agreement may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

This Agreement authorizes the entities listed in Attachment 1 ("Authorized Entity") to use Products listed in Table A, provided Authorized Entity signs and returns an executed Authorized Entity Acknowledgment Statement and agrees to be bound by the terms and conditions of this Agreement. Customer may not Deploy any Products to an Authorized Entity until Customer has received and sent to Esri the executed Authorized Entity Acknowledgment Statement.

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this Agreement:

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Licensee's organization(s).

"Fee" means the fee set forth in the Quotation.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means (i) the applicable license agreement incorporated by this reference that is found at <http://www.esri.com/legal/software-license>; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between the parties that supersedes such electronically acknowledged license agreement.

"Licensee" means Customer and Authorized Entity.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the term of this Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Incident through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Licensee's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when an Incident cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Licensee a personal, nonexclusive, nontransferable license solely to use, copy and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement. Additionally, Esri grants to Customer the right to Deploy for Licensee's internal use, provided prior to Deploying to an Authorized Entity, Esri receives a signed copy of the Authorized Entity Acknowledgment Statement.

2.2 Consultant Access. Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Products exclusively for Licensee's benefit. Licensee will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Licensee. Access to or use of Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. The term of this Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified on the signature page, unless this Agreement is terminated earlier as provided herein. Licensee is only authorized to use Products during the term of this Agreement. For an Agreement with a limited term, Esri does not grant Licensee an indefinite or perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses and all Maintenance, Esri Virtual Campus access, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will be given a period of thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Termination of an Individual Authorized Entity. Esri may terminate the license rights of a particular Authorized Entity for material breach without terminating this Agreement with Customer. The breaching Authorized Entity will be given a period of thirty (30) days from the date of written notice to cure any material breach. Upon the termination of an Authorized Entity, all Products Deployed to the Authorized Entity will also terminate. Customer shall reasonably cooperate with Esri in termination of an Authorized Entity for material breach of this Agreement, including enforcement of the Agreement with respect to such Authorized Entity. There will be no reduction in the Fee if an Authorized Entity's rights are terminated. The terminated Authorized Entity will have no further access to any benefits, entitlements, rights, or other items included in or otherwise related to this Agreement.

3.6 Termination by Authorized Entity. If an Authorized Entity no longer desires to participate in this Agreement, the Authorized Entity may terminate; however, there will be no decrease in the Fee as a result.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Licensee may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Licensee's use of new or updated Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Licensee may continue to use

Products already Deployed for the term of this Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits specified in the most current applicable Esri Standard Maintenance Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Licensee may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of an Incident. The Tier 1 Help Desk will obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Incident.
5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Incident submitted by Tier 1 Help Desk.
5. When the Incident is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Licensee will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Licensee will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Licensee will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Customer will issue an Ordering Document upon execution of this Agreement and annually thereafter in accordance with the Quotation. Payment will be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this Agreement. Esri's federal ID number is 95-2775-732.
- b. Upon receipt of the initial Ordering Document from Customer, Esri will authorize download of the Products to Customer for Deployment. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause the Fee to be subject to taxes. Customer acknowledges that should such taxes become due, Esri has a right to invoice and Customer will pay any such sales or use tax associated with its receipt of tangible media.
- c. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables the Products to operate.

8.2 Order Requirements

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Licensee is a commercial entity, Licensee will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Licensee with or into another corporation or entity; (ii) Licensee's acquisition of another entity; or (iii) a transfer or sale of all or part of Licensee's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Licensee's organization, that portion of Licensee's organization will uninstall, remove, and destroy or transfer the Products to Licensee.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Licensee will require any successor entity to uninstall, remove, and destroy the Products, and this Agreement will terminate upon such Ownership Change.

ATTACHMENT 1
AUTHORIZED ENTITY LIST

1. Authorized Entity Name: Town of Frisco
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

3. Authorized Entity Name: Town of Breckenridge
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

2. Authorized Entity Name: Town of Silverthorne
Contact Name: _____
Address: _____

Phone: _____
E-mail: _____

Prior to any Deployment to an Authorized Entity, Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Customer or an individual Authorized Entity for material breach. Only Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**") and Town of Dillon ("**Customer**"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Frisco
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Prior to any Deployment to an Authorized Entity, Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Customer or an individual Authorized Entity for material breach. Only Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

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Accordingly, Authorized Entity, as a Licensee, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Silverthorne
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Prior to any Deployment to an Authorized Entity, Customer shall require each such entity to be contractually bound to applicable terms and conditions by executing an Authorized Entity Acknowledgment Statement. Customer shall keep a copy of the signed original acknowledgment for its records and forward a copy of the signed original to Esri. Esri may pursue remedies against Customer or an individual Authorized Entity for material breach. Only Customer has a right to Deploy.

AUTHORIZED ENTITY ACKNOWLEDGMENT STATEMENT

Environmental Systems Research Institute, Inc. ("**Esri**") and Town of Dillon ("**Customer**"), have entered into an Agreement for licensing certain rights to use and Deploy specific Products and to receive maintenance for the term of the Agreement, subject to payment of fees and adherence to the terms and conditions of this Agreement. Esri has authorized Customer to Deploy Products to Authorized Entity provided Authorized Entity signs and returns this Authorized Entity Acknowledgment Statement.

Accordingly, Authorized Entity, as a Licensee, represents it has received and read the Agreement, and understands and agrees to be bound by the Agreement, for use of Products received from Customer. Authorized Entity agrees that Esri may pursue remedies against Authorized Entity for material breach of the Agreement. All Deployments made by Customer to Authorized Entity shall be made through Customer's centralized point of contact. Tier 1 Help Desk will provide Maintenance to Authorized Entity. Authorized Entity grants Customer the right to unilaterally sign amendments to this Agreement, which shall be binding on Authorized Entity.

No other rights are granted to Authorized Entity under this acknowledgment.

Accepted and Agreed:

Town of Breckenridge
(Authorized Entity)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

**INTERGOVERNMENTAL AGREEMENT
FOR PARTICIPATION IN
THE ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
REGIONAL GOVERNMENT ENTERPRISE LICENSE AGREEMENT**

^{8th} THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), is entered into as of the day of July, 2013 by and among the Town of Dillon, Colorado ("Dillon"), the Town of Silverthorne, Colorado ("Silverthorne"), the Town of Breckenridge, Colorado ("Breckenridge"), and the Town of Frisco, Colorado ("Frisco"), referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Environmental Systems Research Institute, Inc. ("ESRI") is a provider of Geographic Information Software ("GIS");

WHEREAS, each of the Parties currently pays annual licensing fees to ESRI to maintain each Party's software licenses previously purchased from ESRI prior to this Agreement;

WHEREAS, each Party would be required to pay substantial costs to acquire new software licenses and extensions on an individual basis;

WHEREAS, ESRI has created a Regional Government Enterprise License Agreement ("ELA") intended for a group of small towns with a combined population under 25,000, to allow the towns to work together and enter into a single software licensing agreement in order to access more seats and types of software at a reduced annual fee than each town could afford individually;

WHEREAS, the ELA will allow the Parties access to the ESRI products listed in the ELA, including maintenance; and,

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Article XIV Section 18 of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*

NOW, THEREFORE, in consideration of the premises, the mutual promises, covenants and considerations contained herein, the sufficiency of which are acknowledged and confessed, the Parties agree as follows:

1. Authorized Entities. The entities authorized to use the ESRI products pursuant to the ELA are: Dillon, Silverthorne, Breckenridge, and Frisco (the "Authorized Entities"). Dillon shall enter into ELA with ESRI, and shall act as the lead agency for the Authorized Entities in dealings with ESRI under the ELA. Silverthorne, Breckenridge, and Frisco shall each execute an "Authorized Entity Acknowledgement Statement" which is included as an exhibit to the ELA. A copy of the ELA is attached to this Agreement, marked Exhibit A, and incorporated herein by this reference.

2. Geographic Information Systems Professional. Each Party shall be responsible for hiring a Geographic Information Systems professional (the "Consultant") to keep track of the types and quantities of software installed within each Party's organization. Each Party shall engage the Consultant, as needed, to answer questions and assist with software setup and installation.

3. **Annual Licensing Fee** The total annual licensing fee cost of the ELA is Twenty-five Thousand Dollars (\$25,000.00) for each year of the three (3) year initial term of the ELA. Dillon shall serve as Fiscal Agent for the Parties and shall be responsible to pay the annual ELA fee directly to ESRI. Dillon, acting as the Fiscal Agent, will invoice each Party for it's agreed upon share of the annual licensing fee. Each Party will have sixty (60) days from the date of the invoice to make payment to Dillon. The invoice will be issued no later than sixty (60) days before the ELA yearly renewal date.

Each Party hereby agrees to pay the following license fee to Dillon on an annual basis, following receipt of an invoice from Dillon, as follows:

Breckenridge:	\$7,500	(30%)
Dillon:	\$7,500	(30%)
Frisco:	\$5,000	(20%)
Silverthorne:	\$5,000	(20%)

4. **ArcGIS Online Subscription.** Based on the funding obligations outlined in Paragraph 3, above, the Level 2 ArcGIS Online Subscription components will be divided among the Parties as follows:

	Funding Percentage	Named Users	Service Credits
Breckenridge	30%	15	1,500
Dillon	30%	15	1,500
Frisco	20%	10	1,000
Silverthorne	20%	10	1,000
TOTALS	100%	50	5,000

Each Party is responsible for keeping track of the Service Credits it uses and to stay below its allocation as presented herein above. Each Party will pay any additional monies owed to ESRI for exceeding its Service Credit limit as set forth herein above.

Each Party shall evaluate its individual use of intensive services that utilize a large number of Service Credits prior to utilizing the service. These services include items such as Geocoding, Routing Services and large map tile generation requests. Service Credits are charged on a monthly basis for storing data, outbound data transfers and hosting feature services.

5. **Named User.** Each Party shall assign one (1) Named User to the Consultant to use and access each Party's ArcGIS online subscription.

6. **Virtual Campus Annual User License Allowance.** The parties will split the Five Thousand (5,000) units for online training in the same percentages as outlined in the funding obligation, Paragraph 3, of this Agreement.

7. **ESRI International User Conference Registrations.** The ELA allows two people to attend the annual ESRI users conference each year without paying the conference registration fee. The Parties will decide amongst themselves who to send each year, if anyone. Each Party has the right to have one of its employees attend the conference every other year during the Term (as defined below) of the Agreement.

8. Single Point of Contact. Dillon's Town Engineer shall act as the single point of contact between the Parties and ESRI for orders and deliveries and will be responsible for redistribution of License key codes by email to eligible users in the Parties.

9. Individuals Authorized to Call ESRI. The Consultant will act as the authorized Tier 1 support Center to field calls from internal users of ESRI software. The Consultant will name two (2) employees who may directly contact ESRI for Tier 2 technical support.

10. Maintenance of Quantities and Types of Software Licenses. Each Party shall provide an annual report of installed ESRI software to ESRI.

11. Data Privacy. Each Party's data will be kept separate from the data of the other Authorized Entities and each Party will only be allowed to access the data allocated to them, unless otherwise authorized in writing by the Parties.

12. ESRI CityEngine License. The Parties shall share the CityEngine License(s) equally as needed. Each Party may use the CityEngine License for a period of three (3) months during each twelve (12) month CityEngine License term period. Each Party shall remove the CityEngine License authorization from its computers/system, when the CityEngine License is transferred to another Party. Dillon shall determine the order of use by the Parties for the CityEngine License.

13. ESRI Reference Site. Each party shall act as an ESRI reference site and shall permit ESRI to publicize its use of ESRI software and services.

14. Term. This Agreement shall take effect on July 1, 2013 and shall remain in effect for a term of three (3) years to coincide with the ELA ("Term"). At the end of the Term, the Parties will have the option to remain as an Authorized Entity, continue under a renewal of the ELA and enter into a new Intergovernmental Agreement to replace this Agreement.

15. Contingent on Appropriation. Notwithstanding anything to the contrary contained herein, the payment of all direct and indirect obligations by any Party hereunder, in fiscal years subsequent to the current year, are contingent upon funds for this Agreement being duly appropriated and budgeted. If funds for this Agreement are not so appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, the non-appropriating Party may terminate this Agreement upon written notice to the other Parties. The fiscal year for all Parties is currently the calendar year. In the event a Party terminates the Agreement pursuant to this Paragraph, the remaining parties to the Agreement may elect to form a new agreement to reallocate the funding obligations between the remaining Parties in order to continue with the ELA.

16. ELA Incorporated Herein; Indemnification. The terms and requirements of the ELA are incorporated herein and made a part of this Agreement. Each of the Parties agrees to abide by all of the terms of the ELA. To the extent permitted by the Colorado constitution and statutes, each Party indemnifies the other from and against all claims, cases of action, damages, awards and attorney fees arising out of each Party's performance of its duties pursuant to this Agreement and the ELA. No Party waives any of the protections afforded it by the Colorado Governmental Immunity Act, § 24-10-101, et seq. C.R.S., or any other statutory or Common Law immunity.

17. Violation of Terms of ELA. In the event one of the Parties violates the terms of the ELA, and such violation causes the entire ELA to be terminated because of such Party's actions, the

violating Party shall reimburse the other Parties for the pro-rated unused portion of the ELA term for which the non-violating Parties have paid.

18. Notices. All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid; or, as of 12:00 noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt; or, if sent via e-mail, as of the date and time received as evidenced by a e-mail transmission receipt, addressed as follows:

Dillon:
Town of Dillon
Attn: Dan Burroughs
P.O. Box 8
275 Lake Dillon Drive
Dillon, Colorado 80435
Phone: (970) _____
E-mail: _____

Silverthorne:
Town of Silverthorne
Attn: _____
P.O. Box _____

Silverthorne, Colorado 80____
Phone: (970) _____
E-mail: _____

Breckenridge:
Town of Breckenridge
Attn: _____
P.O. Box _____

Breckenridge, Colorado 80____
Phone: (970) _____
E-mail: _____

Frisco:
Town of Frisco
Attn: _____
P.O. Box _____

Frisco, Colorado 80____
Phone: (970) _____
E-mail: _____

Any Party, by notice given as provided above, may change the address to which future notices shall be sent.

19. Severability. In case one or more of the provisions contained in this Agreement, or any application hereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement and the application thereof shall not in any way be affected or impaired thereby.

20. Modification. This Agreement may be modified only by written instrument duly authorized and executed by the Parties hereto.

21. Effective Date. This Agreement shall be effective as of date first set forth above (the "Effective Date").

22. No Third Party Beneficiaries. This Agreement is intended to describe the rights and responsibilities only as between the Parties. It is not intended to, and shall not be deemed to confer rights to any persons or entities not named as Parties to this Agreement.

23. Successors and Assigns. This Agreement shall not be assignable by any Party unless approved in writing by the remaining Parties.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

25. Headings. The headings in this Agreement are for reference only and shall not limit or define the meaning of any provision of this Agreement.

26. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Colorado. Venue for any court proceeding related to this Agreement shall be proper and exclusive in the District Court for Summit County, Colorado.

27. Entire Agreement. This Agreement sets forth the entire understanding of the Parties with respect to the matters set forth herein as of the date hereto; it supersedes all prior oral or written agreements of the Parties as to the matters set forth herein.

28. No Joint Venture; No Agency. This is an Agreement among the Parties for obtaining services. This Agreement does not create a joint venture or partnership between or among the Parties, nor does it constitute any Party as an agent of any other.

29. Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made. The Parties hereto each represent that they possess the legal ability to enter into this Agreement.

[Signatures on following page]

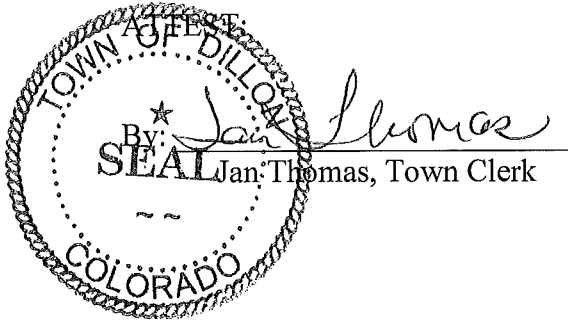
EXHIBIT A

[Regional Government Enterprise License Agreement]

WHEREFORE, the Parties hereto have executed this Agreement as of the date here first set forth above.

TOWN OF DILLON

By: Ronald J. Holland
Ronald J. Holland, Mayor



TOWN OF SILVERTHORNE

By: _____

ATTEST:

By: _____

TOWN OF BRECKENRIDGE

By: _____

ATTEST:

By: _____

TOWN OF FRISCO

By: _____

ATTEST:

By: _____

6/10/13

WHEREFORE, the Parties hereto have executed this Agreement as of the date here first set forth above.

TOWN OF DILLON

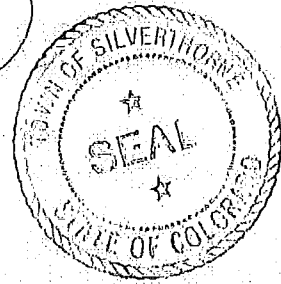
By: _____
Ronald J. Holland, Mayor

ATTEST:

By: _____
Jan Thomas, Town Clerk

TOWN OF SILVERTHORNE

By: *Michelle Miller*



ATTEST:

By: *Michelle Miller*

TOWN OF BRECKENRIDGE

By: _____

ATTEST:

By: _____

TOWN OF FRISCO

By: _____

ATTEST:

By: _____

6/10/13

WHEREFORE, the Parties hereto have executed this Agreement as of the date here first set forth above.

TOWN OF DILLON

By: _____
Ronald J. Holland, Mayor

ATTEST:

By: _____
Jan Thomas, Town Clerk

TOWN OF SILVERTHORNE

By: _____

ATTEST:

By: _____

TOWN OF BRECKENRIDGE

By: _____
John G. Warner, Mayor

ATTEST:

By: _____
Helen Cospolich, Town Clerk

TOWN OF FRISCO

By: _____

ATTEST:

By: _____

6/10/13

any law required to authorize their execution of this Agreement have been made. The Parties hereto each represent that they possess the legal ability to enter into this Agreement.

[Signatures on following page]

WHEREFORE, the Parties hereto have executed this Agreement as of the date here first set forth above.

TOWN OF DILLON

By: _____
Ronald J. Holland, Mayor

ATTEST:

By: _____
Jan Thomas, Town Clerk

TOWN OF SILVERTHORNE

By: _____

ATTEST:

By: _____

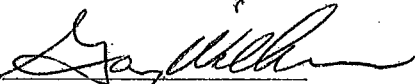
TOWN OF BRECKENRIDGE

By: _____

ATTEST:

By: _____

TOWN OF FRISCO

By: 
Gary Wilkinson, Mayor

ATTEST:

By: 
Deborah Wohlmut, Town Clerk

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

DATE: April 11, 2016

AGENDA ITEM NUMBER: 5

ACTION TO BE CONSIDERED: Consideration of Ordinance No. 05-16, Series of 2016
Second Reading and Public Hearing

SUMMARY: Staff presented this draft Ordinance at the April 5, 2016 Town Council Work Session and outlined proposed changes to Chapters 7 and 10 of the Dillon Municipal Code related to Air Quality. Staff believes the proposed changes provide balance between the health concerns of nonconsumers of tobacco and marijuana products and the need to minimize unwarranted governmental intrusion into and regulation of the use or nonuse of tobacco and marijuana products in certain designated public areas and in private places with the Town.

To review, 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. This distance requirement is more consistent with other Summit County municipalities however, slightly less than the recommended twenty-five feet as prescribed by the Summit County Nurse. Staff felt a twenty-five foot buffer was excessive and would also lend itself to an increase of trash accumulation outside of public places ie: cigarette butts stamped out in front of businesses rather than extinguished in receptacles placed at a twenty five foot distance.
- 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. An example of such sign is provided:



This public hearing was published in accordance with public posting requirements as set forth by the Dillon Municipal Code. Staff has not received any public comments in support of against the proposed changes as set forth in the Ordinance.

BUDGET IMPACT: No impact to budget.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance 05-16, Series of 2016.

ACTION REQUESTED: Motion, Second and Roll Call Vote For Approval

Recommended motion language: “.....move to approve Ordinance 05-16, Series of 2016, AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 7, “INDOOR AIR QUALITY AND SMOKING REGULATIONS,” ARTICLE VII, “HEALTH, SANITATION, AND ANIMALS,” AND AMENDING CHAPTER 10, “GENERAL OFFENSES”; AND, SETTING FORTH DETAILS IN RELATION THERETO.

At least five (5) affirmative votes will be required for the approval of this ordinance.

STAFF MEMBER RESPONSIBLE: Ned West, Town Planner & Jo-Anne Tyson, Town Clerk

ORDINANCE NO. 05-16
Series of 2016

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.

WHEREAS, it is recognized by the Colorado Legislature, the scientific and medical community, the Surgeon General of the United States, and the public generally, that exposure to ambient smoke by smokers and nonsmokers constitutes not only an unpleasant irritant to nonsmokers, but a real and significant health risk to persons who choose not to smoke; and,

WHEREAS, the Town Council of the Town of Dillon, Colorado, wishes to amend Chapter 7, "Health, Sanitation, and Animals," Article VII, "Indoor Air Quality and Smoking Regulations," Section 7-7-10, "Definitions," Section 7-7-30, "Smoking prohibited in public places," Section 7-7-40, "Smoking prohibited at entry to public places," Section 7-7-50, "Posting of signs," and amend Chapter 10, "General Offenses," Article I, "General Provisions," of the Dillon Municipal Code; and,

WHEREAS, the Town Council of the Town of Dillon, Colorado determines and declares that it is in the best interest of the people of the Town to protect nonsmokers from involuntary exposure to environmental smoke in most enclosed areas open to the public and public places; and,

WHEREAS, the Town Council of the Town of Dillon, Colorado desires to provide nonsmoking members of the public with a reasonable opportunity to breathe smoke free air in public places in Dillon, Colorado; and,

WHEREAS, the Town Council has determined that it is in the best interest of the citizens of the Town to amend the Dillon Municipal Code 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 7, "Health, Sanitation, and Animals," Article VII, "Indoor Air Quality and Smoking Regulations," of the Dillon Municipal Code of the Town of Dillon, Colorado shall be amended to change the title of Article VII to read as follows:

Article VII
Air Quality and Smoking Regulations

Section 2. That Chapter 7, "Health, Sanitation, and Animals," Article VII, "Air

Quality and Smoking Regulations,” Section 7-7-10, “Definitions,” of the Dillon Municipal Code of the Town of Dillon, Colorado shall be deleted in its entirety and replaced with a new Section 7-7-10 to read as follows:

Sec. 7-7-10. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this Section:

Cigar-tobacco bar means a bar that generates at least five percent (5%) of its total annual gross income or fifty thousand dollars (\$50,000) in annual sales from the on-site sale of tobacco products and the rental of on-site humidors. As defined in Section 25-14-203(4), Colorado Revised Statutes, Cigar-tobacco bars are exempted from the town's smoking prohibitions as contained in Section 7-7-30 provided they meet the gross income or annual sales requirements set forth herein.

Delivery Device (DD) means a device that when activated emits a vapor or aerosol that may be inhaled or absorbed by the user including but not limited to E-cigarettes, E-cigar, E-pipe, vape pen, and E-hookahs. Delivery Device also includes any component part or accessory of such device whether or not sold separately and includes any substance with or without nicotine intended to be aerosolized during the use of the device. The term “delivery device” does not include any device specifically approved by the United States Food and Drug Administration for use in reducing, treating or eliminating nicotine or tobacco dependence, or for any other medical purposes, when such a device is being marketed and sold solely for such approved purpose.

Enclosed area means all space between a floor and ceiling that is enclosed on all sides by solid walls or windows (exclusive of doorways or passageways) that extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, office landscaping or similar structures.

Environmental smoke or secondhand smoke means gases, particles and vapors released into the air as a result of the combustion, electrical ignition, vaporization, heating, or other ignition of any substance, including but not limited to tobacco, nicotine or a marijuana product, also known as “sidestream smoke,” and such gases, particles and vapors that are exhaled by the smoker.

Private club means any establishment without a liquor license that has a defined membership and restricts admission to members of the club and their guests, or any establishment that holds a "club" liquor license pursuant to Section 12-47-416, Colorado Revised Statutes. A *private club* is considered a *Public place* when functions are held at the club to which the public is invited or in which the public is permitted. *Private club* shall not include an establishment that is open to members of the general public upon payment of a nominal fee.

Public place means any place to which the general public has access and a right of resort for business, entertainment or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall include enclosed areas to which the public is invited or in which the public is permitted; stores, shops, restaurants, bars, taverns and other place of business open to the public; the entire town Marina area; the entire town Amphitheatre area; all town parks and open space; public grounds, trails, walkways and public areas; and, the public entrances to places of business. It shall also include public transportation vehicles, Town vehicles and Town-owned facilities. *Public place* shall not include a private club, private residences or private vehicles except when any such home, residences, or vehicles are being used as a child care facility or child care center or if a private vehicle is being used for the public transportation of children or as part of health care or child care transportation.

Smoking means the burning, heating, electrical ignition, use of a delivery device, vaporization, aerosolization or carrying of a lighted or heated cigarette, cigar, pipe, or any other similar product, device, matter or substance that contains tobacco, nicotine, or marijuana, or any other substance or combination thereof, and the inhaling and exhaling of environmental smoke created thereby.

Section 3. That Chapter 7, “Health, Sanitation, and Animals,” Article VII, “Air Quality and Smoking Regulation,” Section 7-7-30, “Smoking prohibited in public places,” of the Dillon Municipal Code of the Town of Dillon, Colorado shall be repealed in its entirety and replaced to read as follows:

Sec. 7-7-30. Smoking prohibited in public places.

Smoking, environmental smoke, or secondhand smoke shall be prohibited in all public places.

Section 4. That Chapter 7, “Health, Sanitation, and Animals,” Article VII, “Air Quality and Smoking Regulations,” Section 7-7-40, “Smoking prohibited at entry to public places,” of the Dillon Municipal Code of the Town of Dillon, Colorado shall be repealed in its entirety and replaced to read as follows:

Sec. 7-7-40. Smoking prohibited at entry to public places.

(a) In order to prevent smoke, environmental smoke, or secondhand smoke from entering any area where smoking is prohibited, no person shall smoke within a distance of fifteen (15) feet from any public entrance or passageway of any public place or area where smoking is prohibited, unless such person is passing through the fifteen-foot area referred to herein to extinguish smoking materials in the process of entering through the entrance or passage way.

(b) The prohibition contained in Subsection (a) above shall not apply to a public place where smoking is prohibited if that public place has designated an outside

smoking patio or deck, and such designated patio or deck is immediately adjacent to its primary or main entrance or passageway.

Section 5. That Chapter 7, “Health, Sanitation, and Animals,” Article VII, “Air Quality and Smoking Regulations,” Section 7-7-50, “Posting of signs,” of the Dillon Municipal Code of the Town of Dillon, Colorado shall be repealed in its entirety and replaced to read as follows:

Sec. 7-7-50. Posting of signs.

The owner, operator, manager and other person in control of a public place shall be responsible for posting and maintaining "No Smoking" signs clearly indicating the prohibition of cigarettes, marijuana and 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 a slash across them, clearly and conspicuously posted at every entrance of every public place required or declared to be smoke-free under this Article.

Section 6. That Chapter 10, “General Offenses,” Article I, “General Provisions,” Section 10-1-10, “General Definitions,” of the Dillon Municipal Code of the Town of Dillon, Colorado, specifically the definition for “Public Place,” shall be repealed and replaced with a new definition to read as follows:

Public place means any place to which the general public has access and a right of resort for business, entertainment or other lawful purpose, but does not necessarily mean a place devoted solely to the uses of the public. It shall include enclosed areas to which the public is invited or in which the public is permitted; stores, shops, restaurants, bars, taverns and other place of business open to the public; the entire town Marina area; the entire town Amphitheatre area; all town parks and open space; public grounds, trails, walkways and public areas; and, the public entrances to places of business. It shall also include public transportation vehicles, Town vehicles and Town-owned facilities. *Public place* shall not include a private club, private residences or private vehicles except when any such home, residences, or vehicles are being used as a child care facility or child care center or if a private vehicle is being used for the public transportation of children or as part of health care or child care transportation.

Section 7. 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 8. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 9. Effective Date. This Ordinance shall take effect five days after publication following final passage.

**INTRODUCED, READ AND ORDERED PUBLISHED BY TITLE ONLY
THIS 5TH DAY OF APRIL, 2016.**

**PASSED, ADOPTED AND APPROVED AND ORDERED PUBLISHED BY
TITLE ONLY THIS ___ DAY OF APRIL, 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
APRIL 19, 2016 COUNCIL MEETING**

DATE: April 15, 2016

AGENDA ITEM NUMBER: 6

ACTION TO BE CONSIDERED: 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.

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.

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 ____ 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
April 19, 2016 TOWN COUNCIL MEETING

DATE: April 15, 2016

AGENDA ITEM NUMBER: 7

ACTION TO BE CONSIDERED: Consideration of Resolution 27-16, Adopting Revised Town of Dillon Cemetery Rules & Regulations

SUMMARY: Approval of this resolution adopts the attached redlined version of the revised Town of Dillon Cemetery Rules and Regulations.

Several “housekeeping” items are included in the proposal of this resolution however, the major changes include the following:

1. **Section 1 – Definitions.** The Committee determined several updates in this section were necessary. They include:
 - Burial plot: clarifying only two (2) cremains be allowed per plot after January 1, 2016.
 - Dillon resident: defining who is a resident of the Town of Dillon in relation to extending discounted plot and lot rates for the Cemetery.
 - Eliminating “In-Town Cemetery Rate”, which is addressed under the Dillon resident definition.
 - Summit County resident: defining who is a resident of Summit County in relation to extending discounted plot and lot rates for the Cemetery.

2. **Section 3. Interments – Generally.**
 - **E. Burial Specifications:** This section was changed from allowing four (4) to two (2) cremated remains in a single burial plot, effective January 1, 2016.

3. **Section 10. Rules for Memorial Work in Cemetery Sections.** This section is being amended to allow for one (1) upright grave monument and two (2) flat markers per plot as well as one (1) family memorial per lot. Dimensions, placement of memorials, permit for placement, and general provisions are also being amended in this section.

BUDGET IMPACT: None.

STAFF RECOMMENDATION: Staff recommends approval of Resolution No. 27-16, Series of 2016 adopting the revised Town of Dillon Cemetery Rules & Regulations.

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

“... move to approve Resolution No. 27-16, Series of 2016 adopting the revised Town of Dillon Cemetery Rules & Regulations.”

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

SATAFF RESPONSIBLE: Scott O'Brien, Public Works Director/Cemetery Superintendent
Jo-Anne Tyson, Town Clerk

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.**

WHEREAS, Section 11-7-20 of the Municipal Code of the Town of Dillon, Colorado requires the Town Council to adopt rules and regulations governing the Town of Dillon Cemetery; and,

WHEREAS, the Town Council of the Town of Dillon, Colorado wishes to adopt the revised Town of Dillon Cemetery Rules and Regulations, dated April, 2016, in conformance with the requirements of Section 11-7-20 of the Municipal Code of the Town of Dillon, Colorado; and,

WHEREAS, the Town Council of the Town of Dillon believes it is in the best interest of the Town to adopt the revised Town of Dillon Cemetery Rules and Regulations, dated April, 2016.

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

Section 1. That the revised Town of Dillon Cemetery Rules and Regulations, dated April, 2016, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and adopted.

Section 2. That the Town of Dillon be and is hereby authorized and directed to implement the revised Town of Dillon Cemetery Rules and Regulations, dated April, 2016.

Section 3. That the adoption of the Town of Dillon Cemetery Rules and Regulations, dated April, 2016, is found to be in the best interest of the Town of Dillon, and necessary for the preservation of the public health and safety.

**ADOPTED AND APPROVED THIS 19TH DAY OF APRIL, 2016, BY THE TOWN
COUNCIL OF 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

**TOWN OF DILLON
CEMETERY
RULES AND REGULATIONS**

**Town of Dillon
Colorado**

April, 2016

Per Resolution No. 14-12, Series of 2012

Per Resolution No. 00-16, Series of 2016

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DILLON CEMETERY ADVISORY COMMITTEE

The Dillon Cemetery located in Dillon, Colorado was established in 1885 and moved to its current location in 1962. The Cemetery Advisory Committee (“Committee”) was established in 2003 to advise the Dillon Town Council regarding ongoing and newly identified needs of the Dillon Cemetery so as to perpetuate the dignity and history of the site and those individuals interred there. The Committee assists in the planning and maintenance of this significant resource and ensures that our cemetery remains a valuable asset to our community.

The Mission Statement for the Committee is to determine and implement strategies to protect, preserve, and promote the Dillon Cemetery. The duties and responsibilities of the six-member Cemetery Advisory Committee are to act as an advisory body to the Town Council and the Planning and Zoning Commission on policies and actions concerning the cemetery; to work cooperatively with the community to create and maintain a cemetery that will serve the users now and into the future; to recommend fees such that the Perpetual Care Fund remains solvent and can fund future capital improvements and ongoing maintenance; and to identify fundraising opportunities.

For your convenience, an underground water tank has been installed near the entrance of the cemetery for watering your plants and trees that may need a little extra tender, loving care. The Committee has also installed a flagpole lit with a solar panel in order to light the flag at night; identified and named roads within the cemetery; and currently, the Cemetery Committee is in the process of fundraising for unmarked gravesites. If you are interested in donating to this project, checks may be made out to Town of Dillon and mailed to Dillon Town Hall, P.O. Box 8, Dillon, CO 80435.

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The Dillon Cemetery is an important asset to the community that utilizes the cemetery as a window to the past, a pleasurable landscape of solitude and reflection, or a final resting place. If you have any questions, please feel free to contact the Dillon Town Clerk’s office at (970) 262-3406 or the Cemetery Advisory Committee, Town of Dillon, PO Box 8, Dillon, CO 80435. Donations are welcome.

The Town of Dillon and the Dillon Cemetery Advisory Committee thank you for your interest in the Dillon Cemetery.

Respectfully,

~~Tamala Smith Dick Brenner, Committee Chair~~
Dillon Cemetery Advisory Committee

DILLON CEMETERY

These Rules and Regulations for the Dillon Cemetery are adopted for the mutual protection of all burial plot and lot Owners and the Town of Dillon (the “Town”) and for the purpose of insuring the uniform and permanent beauty of the Cemetery.

All burial plot and lot Owners, visitors, Cemetery employees, persons working directly or indirectly for burial plot and lot Owners and all burial plots and lots sold shall be subject to these Rules and Regulations, and subject further, to such other ordinances, rules and regulations, amendments or alterations as shall be adopted by the Town from time to time. The reference to these Rules and Regulations in the certificate of ownership to burial plots and lots shall have the same force and effect as if set forth in full therein.

Rules and regulations have been adopted as interpretation of Chapter 11, Article VII, “Cemeteries” of the Dillon Municipal Code.

1. Definitions

For the purpose of these Rules and Regulations, the following terms and words shall have the following meaning:

Burial lot – a platted lot within the cemetery and may consist of more than one burial plot.

Burial plot – a single space within the Cemetery designated for the interment of the remains of one deceased person or ~~four (4)~~two (2) remains for all plots sold after January 1, 2016.

Cemetery – a burial park for earth and crypt interments located in Dillon, Colorado and owned and administered by the Town.

Cemetery Superintendent – the Public Works Director or his or her designee, sometimes referred to as the Sexton.

Cremains - the cremated remains of a human body.

Dillon Resident – (In Town) a resident of the Town of Dillon, a property owner of the Town of Dillon, a current Town of Dillon employee, or a past or present elected official.

Disinterment – the removal of the buried remains of a deceased person from earth burial.

In Town Cemetery Rate – To qualify for an In Town rate for the interment rights to a cemetery plot or lot, a person shall be a resident of the Town of Dillon, a property owner of the Town of Dillon, a current Town of Dillon employee, or a past or present elected official.

Interment – the permanent disposition of the remains of a deceased person by earth or crypt burial.

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Memorial – a designated monument, marker, tablet or headstone for family or individual use.

Owner - the person who is named in the original interment agreement as the grantee of the interment rights to a burial plot or lot or the person who has inherited ownership of the interment rights to that burial plot or lot.

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Remains - a human corpse or cremains.

Summit County Resident – a resident or property owner of Summit County, Colorado.

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2. General Applications of Rules and Regulations

A. Compliance with Rules and Regulations

All owners, visitors, employees, persons who are employed, directly or indirectly, by owners and all burial plots and lots sold shall be subject to these Rules and Regulations, and subject, further, to such other ordinances, rules and regulations, amendments or alterations as shall be adopted by the Town from time to time. The reference to these Rules and Regulations contained in other documents shall have the same force and effect as if set forth in full therein. The rules and regulations shall be on file and available for public examination in the office of the Town Clerk. Failure to comply with any rule or regulation promulgated under this Article shall be deemed a violation of the Dillon Municipal Code.

B. Administration and supervision

The supervision of the Cemetery shall be by direction of the Town Council through the Cemetery Superintendent, who will employ such persons as may be necessary for the care and maintenance of the Cemetery.

C. Duties of Cemetery Superintendent

It shall be the duty of the Cemetery Superintendent to supervise all decorations of plots, lots and graves, supervise plant care for all vegetation, maintain and repair roads and streets, endeavor to prevent the defacing, destruction or damage of memorials and other property in the Cemetery, grant permits required for any improvements, and carry out and enforce the rules and regulations of the Cemetery.

D. Map and records of Cemetery

It shall be the duty of the Town Clerk to keep a map and the records of the Cemetery and issue required interment agreements and permits. No permits shall be issued without the name and address of the owner of the interment rights to the plot or lot and the plot or lot and section number for which application is made.

E. Cemetery interment agreements; purchase of interment rights to spaces

Upon payment of the full purchase price of interment rights to a plot or lot to the Town, a cemetery interment agreement executed by the Mayor conveying the interment rights therein shall be delivered to purchaser. The interment agreement shall contain a description of the space and the purchase price for the interment rights.

F. Closing roads; establishing grades

The Town shall have the right to close any road in the Cemetery heretofore existing or hereafter constructed and to establish grades.

G. Indemnification

The Town shall not be responsible for any acts or omissions related to the Cemetery. The Town may at any time require a written indemnification and hold harmless agreement from any person requesting that the Town take or not take any action related to the Cemetery.

H. Forestation

Any diseased or infested trees or noxious weeds will be removed, in accordance with Chapter 7, Article IV, “Weeds and Brush” and Article V, “Trees”, of the Dillon Municipal Code.

I. Error May Be Corrected

The Town shall have the right to correct any errors that may be made by it, either in making interments, or disinterments, or in the description, transfer, or conveyance of interment rights to any interment property. Corrections can be made:

- either by canceling such conveyance of interment rights and substituting and conveying in lieu thereof, interment rights to another burial plot or lot of equal value and, to the extent possible, similar location; or
- at the sole discretion of the Town, by refunding the amount of money paid on account for said purchases of interment rights. In the event such error shall involve the interment of the remains of any person in such property, the Town reserves the right to remove and/or transfer such remains so interred to such other property of equal value and similar location as may be substituted and conveyed in lieu thereof.

J. Amendments

The Town reserves the right, at any time, to adopt new rules and regulations, to amend, alter and/or repeal any rule, regulation and/or article, section, paragraph and/or sentence in these Rules and Regulations. Such new or amended Rules and Regulations shall be binding on all Owners.

K. Adoption of Regulations

The Town shall adopt rules and regulations governing the Cemetery. Such rules and regulations shall be available and provided upon request by the Town Clerk to each party responsible for a burial.

3. Interments – Generally

A. Subject to Laws

Besides being subject to these Rules and Regulations, all interments shall be subject to the orders and laws of the properly constituted authorities of the Town, Summit County and the State of Colorado.

B. Time and Burial Charges

All interments shall be made at the time and in the manner fixed by the Cemetery Superintendent and upon payment of such charges as are fixed by the Town.

C. Burial Days

No interment or interment service will be allowed on Sundays or on any National Holiday, except as directed by the Cemetery Superintendent. Saturdays will require additional fees due to overtime.

D. Application for Interment

Any interment in the Cemetery shall be first approved by the Cemetery Superintendent on a "Reservation for Interment/Disinterment" application. Application for interment shall include an "Authority for Final Disposition" form issued by the Colorado Department of Public Health and Environment or other documentation relating to the death. Permits shall not be issued for funerals less than one (1) hour apart. The Town reserves the right to refuse interment in any burial plot or lot.

An application for interment must be submitted to the Cemetery Superintendent at least forty-eight (48) hours before the burial time proposed by the applicant.

E. Burial Specifications

Not more than the remains of one (1) body may be interred in one (1) burial plot except by written consent of the Cemetery Superintendent or in the case where members of the same family will be interred in the same casket. The foregoing shall not apply in the case of cremains. In the case of cremains, a maximum of ~~four (4)~~ two (2) cremated remains will be allowed in a single burial plot for all plots sold after January 1, 2016.

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All graves shall be at least six inches from the boundary of the burial plot and shall be at least five and one-half (5 ½) feet in depth. In the case of cremains, there shall be at least sixteen (16) inches of earth above the highest point of the approved sealed container and ground level.

F. Town to Designate Time of Funeral

The Cemetery Superintendent shall designate the time for the arrival of the funeral at the Cemetery and shall allow at least one (1) hour between the times of arrival of funerals to be held on the same day. All interments/disinterments, including excavation, shall be performed between 8:00 a.m. – 3:00 p.m. Any services, including the opening and closing of a gravesite which extend beyond normal hours of operation of 8:00 a.m. – 3:00 p.m., will require the Saturday fee due to overtime.

G. Emergency Burials

In the event of a disaster, which results in numerous burials at the Cemetery, the Cemetery crew will work as deemed necessary by the Cemetery Superintendent. The Cemetery Superintendent shall have the authority to override any of these Rules and Regulations, as necessary, in order to handle the numerous burials as orderly and as quickly as possible.

H. Excavations

Except as provided immediately below, all excavations in preparation for a burial shall be conducted exclusively by the Town of Dillon after payment of the required excavation fee to the Cemetery Superintendent. Trees, shrubs, and other vegetation may be cut back or removed for interment (and disinterment).

A family may request permission from the Cemetery Superintendent to excavate itself for interred remains, which only includes the urn and approved urn vault. The Superintendent shall grant such permission if he is satisfied that the family possesses the equipment, technical competence and good intention to excavate without causing injury to people or permanent damage to the burial plot in question and other parts of the Cemetery grounds.

I. Coffins

Any coffin or other type of container for a corpse must be sufficiently sturdy and rigid so that it may be lowered into the grave by the Cemetery's equipment without bending, cracking, or breaking.

4. Disinterments and Removals

A. Permission for Disinterments

No disinterment of a body will be made without either (i) a court order of a court of competent jurisdiction or (ii) certificate from the Department of Health and a signed affidavit from the surviving spouse or next of kin, on a form satisfactory to the Town stating that:

- there is no opposition to the disinterment by the surviving spouse, next of kin, or by the expressed wishes of the decedent; and
- that the affiant agrees to indemnify the Town and hold it harmless from any liability that might result from a disinterment and release it from any claims that affiant may have, then or in the future, by reason of the disinterment.

B. Subject to Laws

Besides being subject to these Rules and Regulations, all disinterments shall be subject to the orders and laws of the properly constituted authorities of the Town, Summit County and the State of Colorado.

C. Time and Burial Charges

All disinterments shall be made at the time and in the manner fixed by the Cemetery Superintendent and upon payment of such charges as are fixed by the Town.

D. National Holidays and Sundays

No disinterment will be allowed on Sundays or on any national holiday, except as directed by the Cemetery Superintendent.

E. Application for Disinterment

Any disinterment in the Cemetery shall be first approved by the Cemetery Superintendent. Requests for permission to disinter shall be provided on a “Reservation for Interment/Disinterment” application.

An application for disinterment must be submitted to the Cemetery Superintendent at least forty-eight (48) hours before the disinterment time proposed by the applicant.

The Town reserves the right to require at least ten (10) days notice prior to any disinterment. No disinterment will be allowed except on the written application and approvals contained hereto.

F. Removal for Profit Prohibited

Removal, by the heirs, of a body so that the interment rights to the burial plot or lot may be sold for profit to themselves or to any other persons or removal contrary to the expressed or implied wish of the original Owner of the interment rights to a burial plot or lot, is repugnant to the ordinary sense of decency and is absolutely forbidden.

G. Care in Removal

The Town shall provide the necessary services for all disinterments from the Cemetery. The Town shall not assume any liability for any damage to a casket, urn or other such container incurred in making a removal. Charges for removals will be made at an hourly rate as determined by the Cemetery Superintendent.

H. Excavations

All excavations for disinterments shall be conducted by or supervised exclusively by the Town after initial deposit of an excavation fee to the Cemetery Superintendent as set forth herein is paid. Any trees, shrubs and vegetation may be impacted or removed for disinterment.

Excavation does not include any duties typically performed by a mortuary, including but not limited to, raising or lowering of a casket. Notwithstanding anything to the contrary set forth in these Rules and Regulations, family members may request permission from the Cemetery Superintendent to excavate for interred remains, which only includes the urn and approved urn vault, of their relatives which are contained in an approved sealed container.

5. Rights of Owners

A. Interment Rights of Owners

The interment rights to a burial plot and lot shall be the property only of the person named as grantee in the original Cemetery deed or interment agreement. However, the spouse of the grantee at the time of his or her death shall have a right of interment of his or her remains in the grantee’s plot or lot.

Moreover, it shall be presumed that the grantee has acquired a plot or lot for the use of his or her immediate family. Unless the presumption is overcome, the Town shall allow interment of any member of the immediate family—subject to the available space in the plot or lot. Members of the grantee’s immediate family shall include only the parents, siblings, children, grandchildren, and great grandchildren--whether by birth or adoption-- of the grantee and of his or her spouse at the time of the grantee’s death, and spouses of each such person at the time of his or her death. The presumption may only be overcome by a written, authenticated statement by the grantee that he or she did not acquire the plot or lot for family use. A written statement shall be considered authenticated if it was witnessed by a notary public at the time of its creation, or by two other witnesses at the time it was created, or if it was handwritten and a professional hand-writing expert certifies that the statement was written by the grantee.

The right of interment shall be automatically terminated upon the interment elsewhere of the remains of the person or persons who had been entitled thereto.

B. Inheritance of Burial Plot or Lot

Subject to provisions of Subsection 6C below, the interment rights to a burial plot or lot shall be transferred to the heir or heirs of the grantee in accordance with the laws of the State of Colorado. The provisions concerning interment rights stated in these Rules and Regulations shall continue to apply to the burial plot or lot regardless of any transfer of ownership.

6. Transfers or Assignments

A. Transfer, assignment or conveyance of property right in Cemetery

No transfer, assignment or conveyance of any property right, interment right or interest in the Cemetery shall be valid without the consent in writing of the Town. The Town shall not consent to the transfer of any property right, interment right or interest in the Cemetery upon which there is any indebtedness due the Town.

B. Selling interment rights to plots and lots for resale

The interment rights in any burial plot or lot shall not be sold to or purchased by a funeral director or other person for purposes of resale or speculation. Resale of interment rights to cemetery plots or lots shall be made through the Town Clerk's office. A person wishing to sell his or her interment rights to a plot or lot shall present the Town Clerk with his or her cemetery deed or interment agreement, which will be held in the Town offices, and the interment rights to the plot or lot shall be made available for sale. At such time as it is resold by the Town Clerk, the original owner of the interment rights to the plot or lot shall be reimbursed the amount originally paid therefore.

C. Reversion of Plot or Lot to Town

In accordance with the provisions of Section 31-25-708 of the Colorado Revised Statutes and any successor statutes, the Town may reclaim ownership and all rights to a burial plot or lot that contains no remains, monuments or markers for a period of 75 years or more without any compensation at all to its owner.

7. Decoration of Lots and Burial Plots

All decorations, plantings and permanent improvements shall remain within the boundaries of an owner's burial plot or lot.

A. Flowers

Artificial or fresh, cut flowers may be placed immediately adjacent to a monument or marker at any time. However, flowers will be discarded by the Cemetery Superintendent when he deems them unsightly.

B. Fresh Sprays and Wreaths

Sprays and wreaths made from fresh cut flowers will be allowed, and they may be removed within two weeks, or if in the Cemetery Superintendent's opinion, when they become unsightly.

C. Christmas Blankets and Wreaths

Christmas blankets and wreaths will be allowed from December 1st through March 1st.

D. Artificial Sprays and Wreaths

Artificial sprays and wreaths will be allowed from May 1st through June 15th and from December 1st through March 1st. The Cemetery Superintendent may remove all artificial sprays and wreaths when they become unsightly.

E. Fencing

Plot or lot fencing and ornamental boundaries are discouraged. If erected, fences shall be 6" inside all plot or lot boundaries and easily disassembled for future interments/disinterments and requires a permit approved by the Cemetery Superintendent.

F. Maintenance

Maintenance of any improvements shall be the responsibility of the owner.

G. Liability for Decorations

The Town shall not be held liable for lost, misplaced or broken ~~vases or~~ **flower decorations** for damage by the elements, thieves, vandals, or by causes beyond its control.

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8. Conduct of Persons Within the Cemetery

A. Hours Grounds Open

The Cemetery grounds will be open for visitation from 7:00 a.m. to 9:00 p.m., seven days a week.

B. Visitors

Visitors within the Cemetery grounds shall conduct themselves with decorum at all times and with strict accordance with these Rules and Regulations. This applies to outside workers, stone masons, florists, etc., as well as to those persons directly employed by the Town

C. Trespassers on Cemetery Property

Only the owner, his relatives and friends and authorized Cemetery workers will be permitted on any Cemetery lot or plot. Any other person thereon shall be considered a trespasser, to whom the Town shall owe no duty, and bear no liability, of any kind to maintain the lot or plot in a safe condition. A person within the Cemetery grounds shall use only the roads, drives, and walks for transit, except that such a person may walk on the grass only if that is the only way to reach the plot or lot which he or she has a reason to visit or work on. Any person using any other part of the Cemetery shall be considered a trespasser, to whom the Town shall owe no duty, and bear no liability, of any kind to maintain the Cemetery grounds in a safe condition.

D. Rubbish

Throwing rubbish on any part of the grounds or buildings, except those designated by the Town, is prohibited.

E. Automobiles

Automobiles shall not be driven through the Cemetery at a speed greater than five (5) miles per hour. Vehicular traffic is limited to improved roadways only.

F. Trucks and Heavy Hauling

Heavy hauling, trucks, or commercial vehicles of any kind are not permitted within the Cemetery grounds, except when they are conducting business or are in connection with Cemetery work, and then only by permission of the Cemetery Superintendent.

G. Peddling or Soliciting

Peddling of flowers or plants or the soliciting for the sale of any commodity is absolutely prohibited within the confines of the Cemetery.

H. Firearms and Hunting

No firearms shall be permitted within the Cemetery, except at a military funeral or similar occasion, by a Police Officer, or by written permission of the Cemetery Superintendent. Hunting or in any way disturbing birds or fowl, or discharging firearms, fireworks, or other missiles within or over any portion of the Cemetery or around the gates, fences or roads adjoining the same is prohibited.

I. Notices of Advertisements

No signs or notices or advertisements of any kind shall be permitted within the Cemetery.

J. Dogs/Animals

The owner of any dog or other animal that enters the Cemetery grounds shall be liable for any damage done by that animal. The ordinances codified in Chapter 7, Article VI, "Animals and Fowl," of the Dillon Municipal Code apply to the Cemetery.

K. Improprieties

It is of the utmost importance that at all times propriety in the Cemetery be strictly observed. The Cemetery Superintendent has the power to prevent or stop any behavior which he deems to be an impropriety, as well as the power to prevent or stop assemblies which he deems to constitute or to be likely to constitute an impropriety.

L. Damage of Cemetery Property

No person shall deface, damage, destroy or injure any memorials or other property in the Cemetery or perform other acts, which may be prohibited in the Rules and Regulations as adopted by the Town.

M. Candles, Votive Candles, Fires

No person shall light or allow to burn any candles, votive candles, fire-lit objects of any type, or fires anywhere within the Cemetery or Cemetery Property.

N. Smoking Prohibited

In conformance with Town of Dillon Municipal Code Section 7-7-30 and C.R.S. § 25-14-206, smoking is prohibited in the Cemetery and on Cemetery Property. Signs shall be posted at the entrance to the Cemetery indicating that smoking is prohibited in the Cemetery and on Cemetery Property.

9. Fees, Gratuities and Commissions

A. Fees

Any request required or permitted by these Rules and Regulations shall be submitted to the Town Clerk or Cemetery Superintendent as required by these Rules and Regulations with the appropriate fee established for such request. A copy of the Town’s current fee schedule is available from the Town Clerk. Any Cemetery charges shall be paid prior to the services being rendered.

B. Fees, Gratuities and Commissions May Not Be Accepted by Town Employees

No person, while employed by the Town shall receive any fee, gratuity or commission, except from the Town, either directly or indirectly, under penalty of immediate dismissal.

10. Rules for Memorial Work in Cemetery Sections

~~Only one memorial for each burial plot is permitted. It must be placed 6” inside all plot or lot boundaries. A temporary marker, erected for no longer than twelve months, is required upon interment. A permanent marker or monument must be erected immediately after the temporary marker is removed.~~

A. Monuments and Markers

1. One upright monument or marker and two flat markers for each burial plot shall be permitted. The upright monument shall be located at the top (head) of the burial plot, facing the length of the interment. Only one central or family memorial shall be allowed on a lot. The base of the upright memorial shall not exceed four (4) feet in width or two (2) feet in depth. Any

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upright marker shall be at least four (4) inches thick. The foundation for such base shall be determined by the size of the monument or marker. In flat marker sections, grave markers shall be of one piece of approved material and shall not exceed two feet in length or two foot in width. Double grave markers may be used and shall not exceed two foot in width and four feet in length.

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a. For all plots sold prior to January 1, 2016, up to four (4) flat stones may be placed on each burial plot as individual markers, no larger than 2' x 2'

b. For all plots sold after January 1, 2016, up to two (2) flat stones may be placed on each burial plot as individual markers, no larger than 2' x 2'.

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2. Memorial dealers shall be required to furnish a "Permit for Plot Improvement Form" containing a sketch of the proposed memorial or marker, specifying size, base, monument, and foundation, inscription, materials and color for the approval of the Cemetery Superintendent. The Cemetery Superintendent shall have the power to reject any plan or design for any memorial, which on account of size, design, inscription, or kind or quality of stone, in his or her opinion, is unsuited to the lot on which it is to be placed or it otherwise inconsistent with these Rules and Regulations.

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3. No Owner shall erect or place, or cause to be erected or placed on any lot or burial plot in the Cemetery any memorial which is obscene or offensive.

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4. The Town reserves the right for the Cemetery Superintendent to stop all work of any nature, whenever, in his or her opinion, proper preparations have not been made. The completed work is subject to the approval of the Cemetery Superintendent, and if unsatisfactory, may be requested to be removed or be removed by the Cemetery Superintendent at the expense of the Owner.

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5. No monument shall be removed from the Cemetery, except by the Town, unless the written permission of the Owner is presented to the Cemetery Superintendent and the Cemetery Superintendent grants written permission. The Town shall not remove any monument from the Cemetery without the express written authorization.

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6. Temporary markers shall not be used for more than one year. Monuments must be placed by the designated plot owner or their designee, within one (1) year of interment. A three hundred fifty dollar (\$350.00) refundable deposit for a grave marker is required prior to the time of burial unless a copy of a paid receipt from a monument company is provided. If a permanent grave marker is placed on the burial plot within twelve (12) months from interment, said deposit shall be refunded, without interest. If a permanent grave marker is not placed on the gravesite within twelve (12) months from interment, and reasonable communication with the plot owner or designee has not resulted in the placement of a marker, the deposit will be used by the Town of Dillon to purchase and place a grave marker on the burial plot. The fee for a refundable deposit for a grave marker is set forth in Appendix 19-A of the Dillon Municipal Code.

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7. While the Town will exercise due care to protect monuments and markers or other structure on any lot or burial plot in the Cemetery, it disclaims responsibility for any damage thereto.

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For all plots sold prior to January 1, 2015, up to four (4) flat stones may be placed on each burial plot as individual markers, no larger than 2' x 1' x 4"

A. For all plots sold after January 1, 2015, up to two (2) flat stones may be placed on each burial plot as individual markers, no larger than 2' x 1' x 4"

~~**DD.** A refundable deposit for a grave marker is required prior to the time of burial unless a copy of a paid receipt from a monument company is provided. If a permanent grave marker is placed on the burial plot within twelve (12) months from interment, said deposit shall be refunded, without interest. If a permanent grave marker is not placed on the gravesite within twelve (12) months from interment, the deposit will be used by the Town of Dillon to purchase and place a grave marker on the burial plot. The fee for a refundable deposit for a grave marker is set forth in Appendix 19-A of the Dillon Municipal Code.~~

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~~**CEB.** A "Permit for Plot Improvement Form" permit approved by the Cemetery Superintendent is required for any improvements on a plot or lot other than routine maintenance of gravesite.~~

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~~**DEF.** While the Town will exercise due care to protect memorials or other structure on any lot or burial plot in the Cemetery, it disclaims responsibility for any damage thereto.~~

~~**EGE.** No owner shall erect or place, or cause to be erected or placed, on any lot or burial plot in the Cemetery any memorial which is obscene or offensive.~~

~~**FHF.** If monuments are pushed over or damaged by an act of vandalism, the Town will not be held responsible. However, the Cemetery personnel will set the monument back on its foundation at no charge to the lot owner.~~

~~**GI.** Ornaments suggesting war or violent death or destruction are out of harmony with the ideals which the Cemetery is trying to portray and are prohibited.~~

11. Perpetual Care and Perpetual Care Fund

A. Perpetual Care

All grave spaces in the Cemetery shall be perpetually cared for by the Town. However, owners of lots may perform routine maintenance and other work not in conflict with established rules and regulations.

B. Perpetual Care Fund

Money for the perpetual care fund may be obtained from three (3) or more separate sources: donations and gifts, Town appropriation and the sale of interment rights to cemetery lots. The Town Treasurer shall place the money obtained for perpetual care in a separate fund to be known as the "Cemetery Perpetual Care Fund," and shall invest the money in securities or insured deposits as approved by the Town Council. The interest derived from the Cemetery Perpetual Care Fund shall be used in caring for the cemetery. The principal of Cemetery Perpetual Care Fund shall be used as follows: money obtained from donations and gifts and Town appropriation may be spent on cemetery-related expenses; money obtained from the sale of cemetery lots shall not be spent, but shall remain in the Cemetery Perpetual Care Fund in perpetuity in order to generate interest to be spent in caring for the cemetery.

C. Cemetery Capital Fee

Money obtained from a fee on the sale of all cemetery plots may be spent on cemetery-related expenses. The fee for the cemetery capital fee is set forth in Appendix 19-A of

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the Dillon Municipal Code, and shall be held by the Town in the Cemetery Perpetual Care Fund.

12. Rates and Charges

A. Burial Plot

All burial fees shall be paid to the Town Clerk as set forth in Chapter 19 of the Dillon Municipal Code.

B. Disinterment Fee

Disinterment fees are assessed on an hourly basis as determined by the Cemetery Superintendent.

C. Excavating Fee

All excavations for interments and disinterments shall be conducted exclusively by the Town, pursuant to the terms and conditions set forth in this chapter and the Rules and Regulations.

Notwithstanding anything to the contrary in this chapter, family members may request permission from the Cemetery Superintendent to excavate for interred remains, which only includes the urn and approved urn vault, of their relatives in accordance with the procedures set forth in the Rules and Regulations.

D. Penalties

Any person who violates any provision of this Article shall be guilty of a misdemeanor and, upon conviction, shall be subject to a fine as set forth in Chapter 19 of the Dillon Municipal Code.

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RECORD OF PROCEEDINGS

TOWN OF DILLON PLANNING AND ZONING COMMISSION

REGULAR MEETING
WEDNESDAY, JANUARY 6, 2016
5:30 p.m.
Town Hall

CALL TO ORDER

The regular meeting of the Planning and Zoning Commission of the Town of Dillon, Colorado, was held on Wednesday, January 6, 2016, at Dillon Town Hall. Chairman Nat Nosari called the meeting to order at 5:34 p.m. Commissioners present were: Amy Gaddis, Kyle Hendricks and Jerry Peterson. Staff members present were Dan Burroughs, Town Engineer; Ned West, Town Planner/Inspection Engineer; Scott O'Brien, Public Works Director and Carri McDonnell, Finance Director.

APPROVAL OF THE MINUTES OF DECEMBER 2, 2015 REGULAR MEETING

Commissioner Peterson moved to approve the minutes from the December 2, 2015 meeting. Commissioner Gaddis seconded the motion, which passed unanimously.

PUBLIC COMMENTS

There were no public comments.

CONSIDERATION OF RESOLUTION PZ 01-16, SERIES OF 2016

PUBLIC HEARING

A RESOLUTION OF THE PLANNING AND ZONING COMMISSION OF THE TOWN OF DILLON, COLORADO, APPROVING A LEVEL III DEVELOPMENT APPLICATION FOR A CONDITIONAL USE PERMIT FOR RESIDENTIAL USE IN THE COMMERCIAL ZONING DISTRICT ON LOT 4R, RED MOUNTAIN PLAZA SUBDIVISION, LOCATED AT 707 E ANEMONE TRAIL, DILLON, COLORADO; AAND, SETTING FORTH DETAILS IN RELATION THERETO.

Chairman Nosari opened the public hearing 5:35 p.m.

Ned West presented this resolution that would approve a Level III Development Application for a conditional use permit for an additional residential unit in Unit 3 of the Dillon Courtyard Building in the Red Mountain Plaza Subdivision, located at 707 E Anemone Trail. One upper level residential unit was approved in 1999. The Town code requires a Conditional Use Permit for a residential use in the commercial zoning district.

The parking required for the building would be as follows:

Main Level	3,441 square feet commercial = 8.6 parking spaces required
Upper Level	1 studio residence = 1.5 parking spaces required
	1 residence with 2 or more bedrooms = 2 parking spaces required
Total parking spaces required	(rounded up) = 13 spaces

The building is allocated 17 spaces per the original development approval.

Conditional Use Considerations:

- The residential use does not exceed 40% of the square footage of the total project nor does it exceed 50% of the square footage of any one building within the project. Both of these criteria are satisfied with this application.
- The residential use is not located on the first floor or if located on the first floor the use does not occupy the primary building façade, which the unit does not.
- The residential use does have two decks which are accessed from doorways off the upper level, on the back side of the building. The near grade decks provide a combined 250 sq ft of open space on the

RECORD OF PROCEEDINGS

decks, with additional ground level open space on the parcel off to the sides of the deck. This satisfies the 200 sq ft requirement in the Code.

- The parking shall be distinct from the other parking on-site. The Dillon Courtyard building has a total of 17 parking spaces of which 4 are dedicated to the residential use. The residential parking spaces are in a distinct area separate from the main field of parking spaces, thus satisfying the Code requirement.

Conditions:

1. Four (4) dedicated parking spaces shall be established with signage. The dedicated parking spaces shall be those four (4) parking spaces that are adjacent to the norther side of the building, and which are separated from the larger parking field of the parking lot.
2. No residential use may occupy the lower level of Unit 3 of the Dillon Courtyard Building. The entryway/gallery space may be utilized as a component of a Home Occupation wherein retail sales may be displayed and sold from the entry level to Unit 3 of the main level of the Dillon Courtyard Building.
3. An occupant operating a Home Occupation shall obtain a Home Occupation Permit from the Town of Dillon.
4. The issuance of a Conditional Use Permit for a residential use in the upper level of Unit 3 in the Dillon Courtyard Building does not preclude Unit 3 from being used solely as a commercial space in the future.

Applicant Chuck Arnold, 1261 Steele Street, Denver explained that the area on the first floor will only be used as an entryway. The entryway is locked and only accessible to the unit upstairs and mechanical rooms.

There were no public comments. Commissioner Nosari closed the public hearing at 5:56 p.m.

Commissioner Gaddis made a motion to approve Resolution PZ 01-16, Series of 2016 with the change in Condition Number 2 to change retail sales to other approved commercial uses. Commissioner Hendricks seconded the motion which passed unanimously.

OTHER BUSINESS

- Ned updated the commission on the Commission's vacancy. The Town Council interviewed an interested resident on January 5, 2016 and will consider the appointment at their January 19, 2016 regular meeting.
- Staff has received several requests for storage facilities. Ned reminded the Commissioners that they had previously interpreted the Code on this matter and had made a motion that storage facilities shall only be located in the Commercial (C) zoning district. Ultimately this will be brought before the Commission / Town Council as part of Chapter 16 amendments.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:02 p.m.

Respectfully submitted,

Carri McDonnell

Carri McDonnell
Secretary to the Commission



Thank You 

Dear Friend,

April is National Child Abuse Prevention Month and in recognition of this we would like to thank you for the support you have provided to CASA of the Continental Divide throughout the year. Whether you have supported us with your time, in kind, or monetary donation we realize and appreciate the fact that CASA of the Continental Divide would not be able to successfully advocate for children without you. You are the champions of CASA's Children. In the 2015 fiscal year CASA of the Continental Divide served 79 children. CASA volunteers volunteered 3,512 hours, and drove approximately 18,080 miles. The volunteers had 380 face-to-face contacts with the children and an additional 115 contacts either by phone or email, spending approximately 1,150 hours in direct contact with the children on their case. CASA of the Continental Divide serves Clear Creek, Eagle, Lake, and Summit counties.

On behalf of the abused and neglected children we serve, thank you for helping to provide them with a CASA volunteer to advocate on their behalf in court. Words cannot express how thankful we are for your past and continued generosity and support.

Warmest Regards,

The Board of Directors and Staff of CASA of the Continental Divide



P. O. Box 7
Frisco, Colorado 80443
Main: 970-368-1100
Counseling: 970-368-ext. below
Counseling fax: 970-368-1197
<http://summit.k12.co.us>

COUNSELORS
Erin Volk, M.A. ext 1129
Kelly Finley, M.Ed. ext 1127
Jody Cheatum-Wilson, M.A. ext 1131

April 6, 2016

Dear Sponsors:

Thank you for an absolutely amazing Local Scholarship year! Through your incredible generosity we are approaching the \$400,000.00 mark and may even exceed it in the next year or two. I'm humbled every year by your generosity and commitment to helping our students, who are seeking a post-secondary education, fulfill their academic dream. I don't know of any other community, especially of similar size, that supports their seniors like you do. Our students are truly blessed!

I would also like to thank you and The Summit Foundation, in particular, for your patience and support of switching to an online process. I hope this made your job a little easier. I know I didn't miss spending a Sunday afternoon at the high school collecting applications! I don't think the seniors missed making all of those copies, either. We had 102 applicants this year for a total of 1,455 applications completed. Ninety three of those applicants were awarded at least one scholarship.

In the next three to four weeks, I will be emailing you a survey requesting your feedback on the online process. For the first year, I think it went relatively well, but The Summit Foundation and I would like to know what you think and how we can improve it for next year. Also, please know you do not have to wait until next fall to give me any changes you would like to make to your scholarship description or criteria. You can give me those at anytime.

Again, thank you for making 2016 another record breaking!

Sincerely,

Timi Lawson
L. S. Coordinator
970-368-1126
lawsontimi@summit.k12.co.us