

**TOWN OF DILLON
TOWN COUNCIL**

REGULAR MEETING

**Town Hall Council Chambers
7:00 p.m.
Tuesday, August 2, 2016**



AGENDA

1. Call to Order and Roll Call
2. Approval of Agenda
3. Approval of Consent Agenda
 - a. Minutes of Regular Meeting of July 19, 2016
 - b. Approval of Bill List and Payroll Ledger
 - c. Excused Absence for Council Member Westerberg for July 19, 2016 Town Council Meeting.
4. Citizen Comments
5. Consideration of Ordinance 08-16, Series of 2016
SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE TOWN OF DILLON, COLORADO, AMENDING CHAPTER 16, "ZONING," ARTICLE XI, "SIGN REGULATIONS," SECTION 16-11-20 "DEFINITIONS," AND SECTION 16-11-50 "EXEMPTIONS," OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO, FOR THE PURPOSES OF ADDING PROVISIONS FOR DONATION AND SPONSORSHIP SIGNAGE; AND, SETTING FORTH DETAILS IN RELATION THERETO.
6. Consideration of Ordinance 09-16, Series of 2016
FIRST READING
AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 6, "BUSINESS LICENSES AND REGULATIONS," ARTICLE VIII, "RETAIL MARIJUANA," OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO; REPEALING SECTION 6-8-120, "SUSPENSION OF ACCEPTANCE OF APPLICATIONS FOR RETAIL MARIJUANA LICENSES," AND REPLACING THE SECTION WITH A NEW SECTION 6-8-120, "LIMITATION ON NUMBER OF RETAIL MARIJUANA LICENSES GRANTED AND ISSUED;" AND, SETTING FORTH DETAILS IN RELATION THERETO.

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

970.468.2403
Fax 970.262.3410

7. Consideration of Resolution 38-16, Series of 2016
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DILLON,
COLORADO AUTHORIZING THE TOWN TO ENTER INTO A MONTH-TO-
MONTH LEASE AGREEMENT WITH HIGH COUNTRY CONSERVATION
CENTER FOR THE LEASE OF THE OLD TOWN HALL BUILDING; AND,
SETTING FORTH DETAILS IN RELATION THERETO.
8. Town Manager's Update
9. Mayor's Update
10. Adjournment

RECORD OF PROCEEDINGS

**TOWN OF DILLON
TOWN COUNCIL
REGULAR MEETING**

Tuesday, July 19, 2016
7:00 p.m.
Dillon Town Hall

CALL TO ORDER & ROLL CALL

A regular meeting of the Town Council of the Town of Dillon, Colorado, was held on Tuesday, July 19, 2016, at the Dillon Town Hall. Mayor Burns called the meeting to order at 7:00 p.m. and the following Council Members answered roll call: Brad Bailey, Jen Barchers, Kyle Hendricks, Mark Nickel, and Carolyn Skowyra. Council Member Tim Westerberg was absent (excused). Staff members present were: Tom Breslin, Town Manager; Kerstin Anderson, Marketing & Communications Director; Mark Heminghaus, Police Chief; Carri McDonnell, Finance Director; Scott O'Brien, Public Works Director; Ned West, Town Planner; and Jo-Anne Tyson, Town Clerk.

APPROVAL OF AGENDA

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

APPROVAL OF CONSENT AGENDA

Council Member Bailey moved to approve the following consent agenda:

- a. Minutes of Regular Meeting of July 5, 2016
- b. Approval of Bill List dated July 15, 2016 in the amount of \$258,100.42 and Payroll Ledger dated July 8, 2016 in the amount of \$83,972.32.
- c. Approval of Special Events Liquor Permit – Adaptive Action Sports at the Dillon Amphitheatre.

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

CITIZEN COMMENTS

Lori Miller, Summit County resident and Pickle Ball Club Member, complimented Council and staff on their continued support of the Pickle Ball Clubs in the County. She stated their club membership continues to grow and encourages the Town to consider striping additional courts with different colors indicating boundary lines for the various sports played on the same courts.

CONSIDERATION OF ORDINANCE NO. 08-16. SERIES OF 2016

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

Town Planner Ned West reported that this Ordinance adds three definitions and two exemptions to Chapter 16 "Zoning", Article XI "Sign Regulations" which will allow signage as part of a Town of Dillon donation or sponsorship program. The Town of Dillon recognizes the need to promote community involvement and active participation in quality of life components throughout the community, this Ordinance aims to provide a mechanism through donation and sponsorship programs for contributor recognition otherwise unavailable as the Code currently reads. Definitions for "Donation Program", "Donation Program Signage", and "Sponsorship Signage" were added to Section 16-11-20 of the Dillon Municipal Code and exemptions for "Donation Program Signage" and "Sponsorship Signage" were included in section 16-11-50 of the Code.

Council Member Barchers moved to approve Ordinance No. 08-16, Series of 2016. Council Member Hendricks seconded the motion which passed unanimously upon roll call vote.

CONSIDERATION OF RESOLUTION NO. 34-16, SERIES OF 2016

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

Mr. West stated that this Resolution recommends awarding a contract to Columbine Hills Concrete, Inc. in the amount of \$1,005,932.82 to complete the construction of a majority of the earthwork, utility infrastructure, and asphalt components for the proposed amphitheater project this Fall.

Council Member Bailey moved to approve Resolution No. 34-16, Series of 2016. Council Member Skowrya seconded the motion which passed unanimously upon roll call vote.

CONSIDERATION OF RESOLUTION NO. 35-16, SERIES OF 2016

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

Town Manager Tom Breslin reported that this resolution approves the language for the November 8, 2016 coordinated election ballot question for the Town of Dillon. The question includes allowing the revenues from the .5% sales tax to be spent on both road maintenance and road construction and removes the expiration date of the .5% sales tax. The .5% sales tax is currently set to sunset on December 31, 2033. Earlier in Council Work Session, Mr. Breslin stated that the Town has the financial ability to issue more bonds if the period of repayment remains at 20 years. With the removal of the sunset, the Town will be able to issue additional bonds to finish the streets that have not been reconstructed which include Lodgepole Street, upper Tenderfoot Street, Little Beaver Trail, Cemetery Road and the intersection of County Road 51 and Deerpath Street.

Council Member Barchers moved to approve Resolution No. 35-16, Series of 2016. Council Member Bailey seconded the motion which passed unanimously upon roll call vote.

CONSIDERATION OF RESOLUTION 36-16, SERIES of 2016

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

Mr. West reported that staff has received a Grading and Excavation Permit Application for the construction of a timber landscape / retaining wall at 317 Tenderfoot Street (Lot 12, Block K, New Town of Dillon Subdivision; Residential Low (RL) zoning district). The wall is to be an extension of an existing wall. He stated that a Grading and Excavation Permit is required for the construction of any earth retaining wall in excess of twenty-four (24) inches in height (Sec. 11-3-60(f)). The proposed wall will have a maximum height of four (4) feet. While staff has determined that there are no current or proposed underground Town utilities in the designated area, as the project extends into the utility easement, an Encroachment License Agreement must be executed. This Agreement indicates the property owner assumes all risks associated with proposed improvements in the easement and expressly indicates the owner will receive no compensation if improvements require removal for easement work nor will they obtain any interest in land under this agreement.

Council Member Skowyra moved to approve Resolution No. 36-16, Series of 2016. Council Member Barchers seconded the motion which passed unanimously upon roll call vote.

CONSIDERATION OF RESOLUTION 37-16, SERIES of 2016

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

Mr. West reported that the Town has received a Development Permit Application for an addition at 11 Corinthian Circle (Lot 1A, Block 1, Corinthian Hill Subdivision; Residential Medium (RM) zoning district). During the plan review, it was determined that an existing hot tub is located in the utility easement. The applicant states that the hot tub was in the location when they purchased the property and it is their desire to keep the hot tub in the current location. Mr. West stated that the proposed Encroachment License Agreement details that if utility work is required in the easement, the property owner assumes all risks associated with the improvements in the easement, and would not be entitled to any compensation if the improvements require removal for work in the easement in the future. The property owner also obtains no interest in land under this agreement.

Council Member Hendricks moved to approve Resolution No. 37-16, Series of 2016. Council Member Bailey seconded the motion which passed unanimously upon roll call vote.

TOWN MANAGER'S UPDATE

Town Manager Tom Breslin reported on the following items:

- The Triathlon is in its final stages of planning.
- The Homeowner Association meetings are going well and Council Members and staff are being well received.
- The Community Chat was well attended and items discussed included illegal banners and signs, pickle ball, and churches in the core area.
- Sports Authority is closing on July 24, 2016.

MAYOR'S REPORT:

Mayor Burns did not have a report.

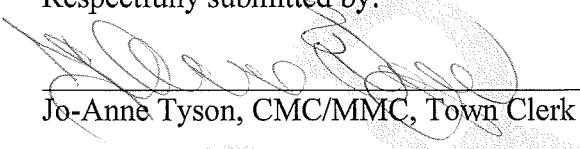
EXECUTIVE SESSION:

Mayor Burns moved to go into executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e), specifically to discuss negotiations regarding potential economic development within the Town. Council Member Barchers seconded the motion which passed unanimously. No action was taken during the executive session. At 7:46 p.m. Mayor Burns concluded the executive session.

ADJOURNMENT:

There being no further business, Mayor Burns declared the meeting adjourned at 7:48 p.m.

Respectfully submitted by:


Jo-Anne Tyson, CMC/MMC, Town Clerk

Report Criteria:

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

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
702	SUMMIT CO COMMUNICATION	07202016	1st & 2nd Quarters - Operations C	07/20/2016	54,229.00	.00	
3945	County Health Pool	44807	add- new hire - Logan Van Duzer	07/19/2016	32,661.26	.00	
3814	Velocity Constructors Inc	070116	253120/DILL- 15-0169 4/1-6/30/1	07/01/2016	30,720.53	30,720.53	07/27/2016
2591	STEVINSON CHEVROLET WES	071416	new public works pickup	07/14/2016	30,387.10	30,387.10	07/20/2016
333	PEAK PERFORMANCES	1244	band fee	07/25/2016	24,289.80	.00	
3658	Lighting, Accessory & warning syst	11426	2016 Ford, new vehicle setup	07/01/2016	12,843.80	.00	
1481	HDR Engineering Inc	00471147-H	Professional Service 11/29-12/26/	01/05/2016	11,978.23	11,978.23	07/20/2016
3286	PINNACOL ASSURANCE	18161686	policy # 4152497	07/18/2016	7,042.00	.00	
3041	SINK COMBS DETHLEFS	1514.01-8	professional services 6/30/16	07/15/2016	6,968.04	.00	
3942	Colorado Brewers Guild	2016 DONATI	Brew Festival Donation	06/18/2016	6,280.00	6,280.00	07/21/2016
3870	champion fence	12028	remove & replace guardrail	06/30/2016	5,580.00	.00	
418	COLORADO MOUNTAIN COLLE	37624	Police Academy & Classes, Ryan	06/16/2016	5,330.00	.00	
3944	Todd webber Architect P.C.	85	plans Town Hall Meeting Room	07/15/2016	4,500.00	.00	
237	TOWN OF SILVERTHORNE	398	Dillon monthly rate, per ticket	07/01/2016	4,236.01	.00	
702	SUMMIT CO COMMUNICATION	07202016	1st & 2nd Quarters - Operations C	07/20/2016	3,858.38	.00	
512	SWANHORST& COMPANY LLC	071516	final billing audit Dec 31.2015	07/15/2016	3,550.00	.00	
2674	Browns Hill Engineering	11667	service work 7/5-7/8/16	07/15/2016	2,812.48	.00	
3934	MOUNTAIN BEVERAG COMPAN	758438	beverage for concerts	07/13/2016	2,711.60	2,711.60	07/20/2016
3253	Martin/Martin	M16.0251-000	professional services 5/27/16	06/30/2016	2,625.00	.00	
3786	Image Audiovisuals	07172016	AV Tech, data projector, screen w	07/17/2016	2,395.00	.00	
2800	ACORN PETROLEUM INC	000784756	fuel	07/08/2016	2,195.66	.00	
3586	Bureau of Reclamation	1801561726	Municipal/Domestic Water, Power	07/25/2016	1,942.08	.00	
3128	Ceres Plus LLC	1377	dillon cemetery, signage & entry e	07/13/2016	1,900.00	.00	
3704	The Lincoln National Life Insuranc	073016	TOWNofDILLON-BL-1540989	07/30/2016	1,886.62	.00	
3687	Adam Nance	072116	swat scope	07/21/2016	1,799.40	1,799.40	07/22/2016
2800	ACORN PETROLEUM INC	000785400	fuel	07/13/2016	1,703.76	.00	
1897	Mountain Striping Co.	16-117	Town of Dillon striping	07/16/2016	1,696.00	.00	
2604	Gorton Scott Engineering LLC	07222016	services 6/16 - 7/20/2016	07/23/2016	1,500.00	.00	
2800	ACORN PETROLEUM INC	000785030	fuel	07/11/2016	1,357.52	.00	
3934	MOUNTAIN BEVERAG COMPAN	760719	beverages for concerts	07/20/2016	1,355.00	.00	
2674	Browns Hill Engineering	11712	service work 7/11-7/15/2016	07/22/2016	1,302.00	.00	
2674	Browns Hill Engineering	11444	vmSCADA Lease Agreement	05/27/2016	1,172.50	.00	
2674	Browns Hill Engineering	11444	vmSCADA Lease Agreement	05/27/2016	1,172.50	.00	
2800	ACORN PETROLEUM INC	000783888	fuel	07/01/2016	1,154.16	.00	
1250	SUMMIT NET TREKKER	INV03923	Network management	07/21/2016	1,153.86	.00	
789	SUMMIT FORD	51500	replace front pad & front rotors	07/14/2016	1,053.12	.00	
2800	ACORN PETROLEUM INC	000783906	fuel	07/04/2016	1,014.01	.00	
418	COLORADO MOUNTAIN COLLE	07182016	Grant - classes, Rhiannon Myers	07/18/2016	1,000.00	.00	
3949	Gracie Jin-Jitsu Academy	072216	tuition for Post Grant funded traini	07/22/2016	995.00	995.00	07/25/2016
938	UNIVAR USA INC	907183	citric acid	07/13/2016	955.50	.00	
2800	ACORN PETROLEUM INC	000784757	fuel	07/08/2016	944.06	.00	
3349	Kirby Built Quality Products	KB00004020	Vertical Message Center	07/21/2016	938.20	.00	
3041	SINK COMBS DETHLEFS	1622.00-1	services thr 6/30/16	07/15/2016	860.00	.00	
3947	S-Square Tube Products Inc	11367	square 2" 10' signpost	07/18/2016	840.00	.00	
2604	Gorton Scott Engineering LLC	07222016	services 6/16 - 7/20/2016	07/23/2016	780.00	.00	
1250	SUMMIT NET TREKKER	INV03923	Network management	07/21/2016	692.28	.00	
2604	Gorton Scott Engineering LLC	07222016	services 6/16 - 7/20/2016	07/23/2016	650.00	.00	
526	HAMPTON INN	071116	confirm # 854961990- Chris Sche	07/11/2016	625.00	.00	
3886	MUNICODE	272741	july annual wev hosting 7/2016-6/	07/14/2016	595.00	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	581.11	.00	
333	PEAK PERFORMANCES	1242	Production: Sound Engineer July	07/25/2016	560.00	.00	
938	UNIVAR USA INC	DV907508	caustic soda	07/19/2016	556.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
373	DILLON COMMUNITY CHURCH	072016	Amph volunteer/donation	07/20/2016	500.00	.00	
421	LAKE DILLON PRESCHOOL	072016	amph volunteer/donation	07/20/2016	500.00	.00	
512	SWANHORST& COMPANY LLC	071516	final billing audit Dec 31.2015	07/15/2016	500.00	.00	
2160	HIGH COUNTRY CONSERVATI	072016	amph volunteer/donation	07/20/2016	500.00	.00	
3943	Trout Unlimited	072016	amph volunteer/donation	07/20/2016	500.00	.00	
56	STATE OF COLORADO	FGD2016782	Drinking water fee 7/2016-6/2017	07/20/2016	465.00	.00	
199	BRP US INC	1128058	Injector Ay, Fuel	07/05/2016	457.76	.00	
3833	Fairfield Inn	071116	Katie Menaugh - CORA Certificaio	07/11/2016	445.00	.00	
512	SWANHORST& COMPANY LLC	071516	final billing audit Dec 31.2015	07/15/2016	400.00	.00	
1897	Mountain Striping Co.	16-115	marina handicap & crosshatching	07/15/2016	400.00	.00	
2800	ACORN PETROLEUM INC	000785875	fuel	07/15/2016	392.93	.00	
3931	Southern Wine & Spirits of Colora	1274866	beverages for concert	07/21/2016	391.36	.00	
539	INNERMOUNTAIN DISTRIBUTIN	1623810	marina store inventory	07/12/2016	385.20	.00	
3374	Michael Crutchley	072216	per diem for class	07/22/2016	378.00	378.00	07/25/2016
206	PORT SUPPLY	3286390	Child, Youth, Adult - for rental doc	07/05/2016	356.42	.00	
512	SWANHORST& COMPANY LLC	071516	final billing audit Dec 31.2015	07/15/2016	350.00	.00	
3902	Sally Baker	071816	headstone deposit reimbursement	07/18/2016	350.00	.00	
13	SUMMIT COUNTY ANIMAL CON	071316	animal impound	07/13/2016	325.00	.00	
1250	SUMMIT NET TREKKER	INV03923	Network management	07/21/2016	325.00	.00	
891	SUMMIT AUTO SERVICES INC	18981	# 36 water plant	07/20/2016	322.00	.00	
2692	Gilsbar Inc	07272016	insurance	07/27/2016	320.00	.00	
3658	Lighting, Accesory & warning syst	11437	2015 Ford	07/08/2016	314.50	.00	
3265	Grand Junction Pipe & Supply Co.	3400638	Spikes, Barbs, Rotary Nozzles	07/19/2016	312.86	.00	
199	BRP US INC	1121459	Seal, Water Pump Kit, Handle & N	07/01/2016	312.41	.00	
1250	SUMMIT NET TREKKER	INV03923	Network management	07/21/2016	300.76	.00	
3363	Snowflake Studio	071516	professional audio engineering se	07/15/2016	300.00	300.00	07/22/2016
3363	Snowflake Studio	071616	professional audio engineering se	07/16/2016	300.00	300.00	07/22/2016
3363	Snowflake Studio	07222016	Professional Audio Engineering S	07/22/2016	300.00	.00	
3363	Snowflake Studio	07232016	Professional Audio Engineering S	07/23/2016	300.00	.00	
101	ROBERT EVANS	071516	air show training	07/15/2016	295.00	295.00	07/20/2016
80	DALANDZ OF COLORADO	6442	Caps, embroidery	07/01/2016	284.70	.00	
3898	Chris Scherr	071116	per diem FTO Class in Boulder	07/11/2016	280.25	.00	
1111	Summit Automotive Group	103400	mount tire	07/13/2016	271.37	.00	
1425	ALOE UP	195902	Sunblock Products	07/07/2016	261.65	.00	
3872	ChemaTox Laboratory Inc	20807	blood alcohol test	07/09/2016	255.00	.00	
1205	Comcast - 34744	071516	acct 8497 50 570 0330401	07/15/2016	254.85	.00	
1438	DENNIS FOLEY	080516	Farmers Market 8/5/16	07/21/2016	250.00	.00	
3615	Jonathan D Griffin	07222016	Dillon Farmers Market - Music	07/25/2016	250.00	.00	
3946	Dewey Paul Moffitt	20160708	farmers market	07/08/2016	250.00	.00	
3539	Katie Menaugh	071116	per diem CORA Certification- Gra	07/11/2016	242.25	.00	
539	INNERMOUNTAIN DISTRIBUTIN	1623919	Beverages & Snacks	07/19/2016	241.85	.00	
3541	LegalShield	071516	goup 0142906	07/15/2016	211.30	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	208.04	.00	
2921	UMB Bank n.a.	404035	7/1/15-6/30/16	07/11/2016	200.00	.00	
227	SANDERS TRUE VALUE	176110	Sakrete Concrete Mix	07/05/2016	195.65	.00	
1589	Sanitary Supply Corp Inc	102989	parks dept sullplies	07/19/2016	173.60	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	170.24	.00	
199	BRP US INC	1121461	Clutch, remove/install seal	07/01/2016	169.68	.00	
3561	Staples Advantage	8039983010	supplies	07/02/2016	164.35	.00	
128	HACH COMPANY	10024613	buffer soln, spadns reagent soln	07/20/2016	160.09	.00	
3948	Apex/Superior Alarm	514883	cust # 7200338	06/24/2016	157.50	.00	
3941	Kiddie Hawk Air Academy	071516	Air show kiks display	07/15/2016	145.34	145.34	07/20/2016
3459	Walker's Bait II	36113	Night Crawlers	07/21/2016	144.00	.00	
199	BRP US INC	1129840	Motor Ay, Starter	07/07/2016	140.10	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	138.19	.00	
3658	Lighting, Accesory & warning syst	11438	2010 & 2011 Ford Explorers	07/08/2016	135.00	.00	
227	SANDERS TRUE VALUE	175981	Propane refills	06/29/2016	134.62	.00	
273	WAGNER EQUIPMENT	P62C0128379	cat elc bitter	07/15/2016	127.84	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
199	BRP US INC	1121460	Gear, reverse V4	07/01/2016	125.82	.00	
227	SANDERS TRUE VALUE	176719	Elkskin gloves, White strip paint	07/25/2016	123.05	.00	
3509	Comcast - 34227	505700333553	Marina Internet	07/11/2016	120.08	.00	
3409	Texas Child Support SDU	072216	00105116162005 ag 5778	07/22/2016	110.77	110.77	07/22/2016
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	105.95	.00	
930	United Reprographic Supply Inc	IN93594	contract CT1394-04	07/27/2016	104.73	.00	
702	SUMMIT CO COMMUNICATION	07202016	1st & 2nd Quarters - Operations C	07/20/2016	102.62	.00	
1579	LEXISNEXIS	1516096-2016	monthly subscription fee	06/30/2016	100.00	.00	
3780	Infinity Certified Welding & Fabric	1393	SS flat bar	07/14/2016	95.72	.00	
227	SANDERS TRUE VALUE	176034	Mower blades	06/30/2016	92.80	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	90.85	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	90.84	.00	
227	SANDERS TRUE VALUE	176232	Misc power tools, elec tape, glass	07/08/2016	87.07	.00	
283	G & K SERVICES	1008873336	mats	07/04/2016	85.99	.00	
3448	High Country Ice LLC	342104	Ice	07/16/2016	75.00	.00	
283	G & K SERVICES	1008857089	jean,shirts,towels	06/06/2016	73.97	.00	
283	G & K SERVICES	1008861150	shop towel, jeans, shirt	06/13/2016	73.97	.00	
283	G & K SERVICES	1008869281	shop towel, jeans, shirt	06/27/2016	73.97	.00	
1250	SUMMIT NET TREKKER	INV03923	Network management	07/21/2016	71.40	.00	
1250	SUMMIT NET TREKKER	INV03923	Network management	07/21/2016	70.00	.00	
3181	Colorado Analytical Lab, Inc.	160706022	toc	07/11/2016	70.00	.00	
444	Century Link	9705136534-0	9705136534719	07/07/2016	69.87	.00	
199	BRP US INC	1133012	Rubber Washers	07/11/2016	69.36	.00	
227	SANDERS TRUE VALUE	175967	Tarp cover	06/29/2016	68.99	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	62.60	.00	
663	THE ENDLESS ADVANTAGE, IN	68873	Annual Fee - Music on Hold	07/01/2016	60.00	.00	
227	SANDERS TRUE VALUE	176634	Propane	07/22/2016	55.83	.00	
3448	High Country Ice LLC	542784	ice	07/08/2016	54.00	.00	
444	Century Link	970513079665	970 513 0796	07/07/2016	52.05	.00	
206	PORT SUPPLY	3286390	Child, Youth, Adult - for rental doc	07/05/2016	52.04	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	51.08	.00	
227	SANDERS TRUE VALUE	176565	Paint thinner & paint	07/20/2016	46.48	.00	
59	COLONIAL LIFE & ACCIDENT	7450976-0801	Billing Control # E7450976	07/21/2016	44.92	.00	
199	BRP US INC	1133011	Rubber Washers, Gear Set, Misc	07/11/2016	44.59	.00	
227	SANDERS TRUE VALUE	176304	keys & propane	07/11/2016	38.09	.00	
227	SANDERS TRUE VALUE	176455	Base magnets	07/15/2016	36.95	.00	
1425	ALOE UP	195902	Sunblock Products	07/07/2016	35.00	.00	
94	DPC INDUSTRIES INC	73000667	CHLORINE	06/30/2016	30.00	.00	
227	SANDERS TRUE VALUE	176520	Sand discs, bit tip	07/19/2016	28.77	.00	
227	SANDERS TRUE VALUE	176354	Ferrule/Stop, Water resistant glov	07/12/2016	27.73	.00	
227	SANDERS TRUE VALUE	175879	Rental dock fuel tank gauges	06/27/2016	26.26	.00	
227	SANDERS TRUE VALUE	176705	Sprinkler timer	07/25/2016	25.69	.00	
283	G & K SERVICES	1008857089	jean,shirts,towels	06/06/2016	25.04	.00	
283	G & K SERVICES	1008861150	shop towel, jeans, shirt	06/13/2016	25.04	.00	
283	G & K SERVICES	1008869281	shop towel, jeans, shirt	06/27/2016	25.04	.00	
227	SANDERS TRUE VALUE	176492	Primer, kubota H2O tank	07/18/2016	23.73	.00	
227	SANDERS TRUE VALUE	176334	LED light	07/11/2016	21.99	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	21.86	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	21.33	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	20.70	.00	
227	SANDERS TRUE VALUE	176562	Stakes for cemetery	07/20/2016	17.82	.00	
1994	ALSCO	698427	mats 800150	07/11/2016	17.53	.00	
1994	ALSCO	IDEN699481	Marina, 3x5 & 4x6 mats	07/18/2016	17.53	.00	
227	SANDERS TRUE VALUE	176109	Snow Storage Combo Padlock	07/05/2016	16.99	.00	
227	SANDERS TRUE VALUE	175973	Seal tape, Red Adapters, Couplin	06/29/2016	15.49	.00	
755	SUMMIT COUNTY JOURNAL	12258297A	ad 12258297 A	07/29/2016	14.17	.00	
227	SANDERS TRUE VALUE	176719	Elkskin gloves, White strip paint	07/25/2016	11.98	.00	
227	SANDERS TRUE VALUE	176390	Town Hall Keys	07/13/2016	10.55	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
227	SANDERS TRUE VALUE	176111	FLT Corner IRon	07/05/2016	9.98	.00	
283	G & K SERVICES	1008857089	jean,shirts,towels	06/06/2016	9.04	.00	
283	G & K SERVICES	1008861150	shop towel, jeans, shirt	06/13/2016	9.04	.00	
283	G & K SERVICES	1008869281	shop towel, jeans, shirt	06/27/2016	9.04	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	5.99	.00	
227	SANDERS TRUE VALUE	176161	plastic adhesive	07/06/2016	4.29	.00	
227	SANDERS TRUE VALUE	175882	Misc nuts / bolts	06/27/2016	3.80	.00	
45	KING SOOPERS CUSTOMER C	07162016	meeting refreshments	07/16/2016	3.49	.00	
Grand Totals:					<u>312,132.19</u>	<u>86,400.97</u>	

.....Approved _____ Dated ___/___/___

Report Criteria:

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

TOWN OF DILLON
PAYROLL LEDGER
7/22/2016

Payroll 07/22/16

Administration	\$	31,413.15
Council	\$	-
Planning/Engineering	\$	7,130.05
Police	\$	33,387.71
Public Works	\$	10,902.73
Buildings/Parks	\$	13,626.55
Street Improvement	\$	-
Water	\$	7,517.72
Sewer	\$	2,323.49
Marina	\$	<u>26,050.41</u>

Total Gross Payroll \$ 132,351.81

Less: Payroll Taxes \$ (26,417.99)

Less: Misc. Deductions \$ (15,655.41)

Net Payroll \$ 90,278.41

**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
August 2, 2016 TOWN COUNCIL MEETING**

DATE: July 29, 2016

AGENDA ITEM NUMBER: # 5

ACTION TO BE CONSIDERED:

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

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

PUBLIC HEARING

SUMMARY:

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

This is the second reading of this Ordinance, and therefore there shall be a Public Hearing on the ordinance.

STAFF RECOMMENDATION:

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

ACTION REQUESTED: Public Hearing, Motion, Second, Vote.

STAFF MEMBER RESPONSIBLE: Ned West, Town Planner

ORDINANCE NO. 08-16
Series of 2016

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**PASSED, ADOPTED AND APPROVED AND ORDERED PUBLISHED BY
TITLE ONLY THIS 2ND DAY OF AUGUST, 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
August 2, 2016 COUNCIL MEETING**

DATE: July 27, 2016

AGENDA ITEM NUMBER: 6

ACTION TO BE CONSIDERED: Consideration of Ordinance No. 09-16, Series of 2016

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 6, "BUSINESS LICENSES AND REGULATIONS," ARTICLE VIII, "RETAIL MARIJUANA," OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO; REPEALING SECTION 6-8-120, "SUSPENSION OF ACCEPTANCE OF APPLICATIONS FOR RETAIL MARIJUANA LICENSES," AND REPLACING THE SECTION WITH A NEW SECTION 6-8-120, "LIMITATION ON NUMBER OF RETAIL MARIJUANA LICENSES GRANTED AND ISSUED;" AND, SETTING FORTH DETAILS IN RELATION THERETO.

SUMMARY: On September 9, 2016, the Town Council's decision to suspend the acceptance of retail marijuana business licenses will expire. At the July 19, 2016 Town Council Work Session, Staff presented Council with several options related to the consideration of these licenses. Based on these options, Council directed staff to present an Ordinance limiting the number of licenses that may be issued in the Town to no more than three (3) retail marijuana licenses. The proposed ordinance regulates this decision and sets forth details allowing the Town to accept applications for a new license only if a current license is revoked, not renewed or terminated.

BUDGET IMPACT: No impact to budget.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance 09-16, Series of 2016.

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

Recommended motion language: ".....move to approve Ordinance 09-16, Series of 2016,

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

STAFF MEMBER RESPONSIBLE: Tom Breslin, Town Manager

ORDINANCE NO. 09-16
Series of 2016

AN ORDINANCE OF THE TOWN OF DILLON, COLORADO AMENDING CHAPTER 6, “BUSINESS LICENSES AND REGULATIONS,” ARTICLE VIII, “RETAIL MARIJUANA,” OF THE DILLON MUNICIPAL CODE OF THE TOWN OF DILLON, COLORADO; REPEALING SECTION 6-8-120, “SUSPENSION OF ACCEPTANCE OF APPLICATIONS FOR RETAIL MARIJUANA LICENSES,” AND REPLACING THE SECTION WITH A NEW SECTION 6-8-120, “LIMITATION ON NUMBER OF RETAIL MARIJUANA LICENSES GRANTED AND ISSUED;” AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town Council of the Town of Dillon, Colorado previously adopted Section 6-8-120, “Suspension of Acceptance of Applications for Retail Marijuana Licenses,” in order to allow time to evaluate the number of retail marijuana licenses that should be issued in the Town pursuant to Chapter 6, “Business Licenses and Regulations,” Article VIII, “Retail Marijuana,” of the Dillon Municipal Code of the Town of Dillon, Colorado;

WHEREAS, following that evaluation, the Town Council has determined that it is appropriate and necessary at this time to limit the number of retail marijuana licenses that may be issued in the Town pursuant to Chapter 6, “Business Licenses and Regulations,” Article VIII, “Retail Marijuana,” of the Dillon Municipal Code of the Town of Dillon, Colorado; and,

WHEREAS, the amendment of the Dillon Municipal Code of the Town of Dillon, Colorado by the repeal of the current Section 6-8-120, “Suspension of Acceptance of Applications for Retail Marijuana Licenses,” and the addition of a new Section 6-8-120, “Limitation on Number of Retail Marijuana Licenses Granted and Issued,” is deemed to be in the best interests of the Town of Dillon and is necessary to protect the health, safety and welfare of the citizens of the Town.

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

Section 1. That Chapter 6, “Business Licenses and Regulations,” Article VIII, “Retail Marijuana,” Section 6-8-120, “Suspension of Acceptance of Applications for Retail Marijuana Licenses,” of the Dillon Municipal Code of the Town of Dillon, Colorado shall be and hereby is repealed in its entirety and replaced with a new Section 6-8-120, “Limitation on Number of Retail Marijuana Licenses Granted and Issued,” to read as follows:

Sec. 6-8-120. – Limitation on Number of retail marijuana licenses granted and issued.

A. The Town shall have the authority under this Chapter 6, "Business Licenses and Regulations," Article VIII, "Retail Marijuana," of the Dillon Municipal Code of the Town of Dillon, Colorado to grant and issue no more than three (3) Retail Marijuana Licenses. At the time that three (3) Retail Marijuana Licenses have been granted and issued by the Town pursuant to this Chapter 6, the Town shall not accept the submission of any application for a Retail Marijuana License, shall not process any application for a Retail Marijuana License, and shall not grant any Retail Marijuana License.

B. In the event that a previously granted and issued Retail Marijuana License is revoked, not renewed or terminated, resulting in the permanent loss of that Retail Marijuana License and the existence of fewer than three (3) Retail Marijuana Licenses issued in the Town, then, in that event only, the Town may, at the Town's sole discretion, accept applications for a new Retail Marijuana License and may grant a new Retail Marijuana License in order to bring the total number of granted and issued Retail Marijuana Licenses back to a total of three (3).

C. The intent of this Section 6-8-120 is to limit the total number of Retail Marijuana Licenses granted and issued in the Town to no more than a total of three (3).

Section 2. 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 3. Repeal. All other ordinances, or parts of any ordinances or other Code provisions in conflict herewith are hereby repealed.

Section 4. Effective Date. This Ordinance shall take effect five days after publication following final passage.

INTRODUCED, READ AND ORDERED PUBLISHED BY TITLE ONLY THIS 2ND DAY OF AUGUST, 2016.

PASSED, ADOPTED AND APPROVED AND ORDERED PUBLISHED BY TITLE ONLY THIS 16TH DAY OF AUGUST, 2016.

TOWN OF DILLON,
a Colorado municipal corporation

By: _____
Kevin Burns, Mayor

ATTEST:

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

7/21/16

**TOWN COUNCIL ACTION ITEM
STAFF SUMMARY
AUGUST 2, 2016 TOWN COUNCIL MEETING**

DATE: July 29, 2016

AGENDA ITEM NUMBER: 7

ACTION TO BE CONSIDERED: Consideration of Resolution No. 38-16, Series of 2016

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DILLON,
COLORADO AUTHORIZING THE TOWN TO ENTER INTO A MONTH-
TO-MONTH LEASE AGREEMENT WITH HIGH COUNTRY
CONSERVATION CENTER FOR THE LEASE OF THE OLD TOWN
HALL BUILDING; AND, SETTING FORTH DETAILS IN RELATION
THERE TO.**

SUMMARY: At the July 19, 2016, Town Council Work Session, representatives from High Country Conservation Center (HC3) reported on their energy efficiency programs. During the Work Session, HC3 stated that their current location in Frisco will need to be vacated in the near future and asked Council to consider leasing Old Town Hall to their entity. Several lease options were discussed and the Town and HC3 have agreed to a month-to-month lease agreement. Details of the lease agreement are attached for your review and consideration.

BUDGET IMPACT: \$1.00 per month.

STAFF RECOMMENDATION: Staff recommends approval of Resolution No. 38-16, Series of 2016,

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

“... move to approve Resolution No. 38-16, Series of 2016 authorizing the Town to enter into a month-to-month lease agreement with High Country Conservation Center for the lease of the Old Town Hall building; and, setting forth details in relation thereto.”

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

STAFF RESPONSIBLE: Tom Breslin, Town Manager

RESOLUTION NO. 38-16
Series of 2016

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF DILLON, COLORADO AUTHORIZING THE TOWN TO ENTER INTO A MONTH-TO-MONTH LEASE AGREEMENT WITH HIGH COUNTRY CONSERVATION CENTER FOR THE LEASE OF THE OLD TOWN HALL BUILDING; AND, SETTING FORTH DETAILS IN RELATION THERETO.

WHEREAS, the Town Council of the Town of Dillon, Colorado wishes to enter into a month-to-month Lease Agreement with High Country Conservation Center for the lease of the Old Town Hall Building located at 164 Lake Dillon Drive, Dillon, Colorado; 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 month-to-month Lease Agreement with High Country Conservation Center.

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 to enter into the month-to-month Lease Agreement with High Country Conservation Center, a copy of which month-to-month Lease Agreement is attached hereto, marked Exhibit "A," and incorporated herein by this reference.

Section 2. That the appropriate Town officers are hereby authorized and directed to sign and bind the Town to the month-to-month Lease Agreement and to carry out the intention of this Resolution.

Section 3. That leasing the Old Town Hall Building to the High Country Conservation Center on a month-to-month Lease Agreement is found to be in the best interest of the Town of Dillon.

ADOPTED AND APPROVED THIS 2ND DAY OF AUGUST, 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

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease Agreement” or “Lease”) is made and entered into this ___ day of _____, 2016, by and between the **TOWN OF DILLON, COLORADO**, a Colorado municipal corporation, hereinafter referred to as the "Town" and **HIGH COUNTRY CONSERVATION CENTER**, a Colorado non-profit corporation, hereinafter referred to as "Lessee."

WITNESSETH:

1. Lease of Premise. Town hereby leases to Lessee and Lessee hereby takes and leases from Town, the entire Old Town Hall Building and property situated within the Town of Dillon, County of Summit, State of Colorado as specifically described as follows: Block B, Lot 1A, New Town of Dillon, County of Summit, State of Colorado, also known as 164 Lake Dillon Drive, Dillon, Colorado (hereinafter referred to as the "Premises").

2. Term of Lease, Month-to-Month, Acceptance of Premises. The term of this Lease Agreement shall begin at 12:00 noon on August 16, 2016 (the “Commencement Date”) and shall end at 12:00 noon on September 15, 2016 (herein referred to as the "Term"). Following such initial period, the Term of this Lease Agreement shall be automatically renewed for additional periods of One (1) month thereafter until terminated by either party in accordance with the provisions of Paragraph 26, herein below. Taking of possession by Lessee shall be deemed conclusively to establish that the Premises and any improvements thereon are in satisfactory condition as of the date possession was taken. Lessee further acknowledges that no representation as to the repair of the Premises, nor promises to alter, remodel or improve the Premises have been made by the Town. Lessee accepts the Premises in "as is" condition. Neither the Town nor the Town's agents have made any representations, warranties or promises with respect to the physical condition of the Premises, the land upon which it is erected, or any matter or thing affecting or related to the Premises except as herein expressly set forth.

3. Rent and Security Deposit.

A. Lessee agrees to pay to Town rent for the Premises, in advance, without demand, deduction or setoff, One (1) Dollar (\$1.00) per month.

B. All monthly rent installments, as set forth herein above, shall be due and payable on or before the 16th day of each month of the Term, as set forth herein above, the first payment due August 16, 2016, and the remaining monthly payments due on the 16th day of every month thereafter through the Term of the Lease Agreement.

C. Town agrees that no deposit shall be required of Lessee.

4. Termination of Lease. This Lease Agreement shall terminate at 12:00 noon on September 15, 2016, unless automatically renewed in accordance with the provisions of Paragraph 2, herein above.

5. Taxes. Lessee agrees to pay before they become delinquent all taxes, general and special assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as "taxes") lawfully levied or assessed against the Premises. Lessee shall be solely responsible for these costs, and shall pay the costs directly to the taxing authority. In the event the taxes levied or assessed against the Premises are charged to the Town or paid by the Town, Lessee shall pay to the Town as additional rent, upon demand, all of the said taxes paid by the Town. The Town currently pays no taxes, assessments or charges, but both parties agree that in the event such taxes, assessments or charges are levied, then Lessee shall pay and be fully responsible for such taxes, assessments or charges as required of Lessee herein.

6. Alterations. Lessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Town. Lessee may, without consent of the Town, but at its own cost and expense and in a good workmanlike manner erect, on the Premises, such equipment as Lessee sees fit for operation of the Lessee as it may deem advisable, without altering the basic character of the Premises, building or improvements and without overloading or damaging the Premises, building or improvements and in each case complying with all applicable governmental laws, ordinances, regulations and other requirements. All alterations, additions, and improvements erected by Lessee shall be and remain the property of Lessee during the term of the Lease Agreement and Lessee shall remove all alterations, additions, and improvements erected by Lessee and restore the Premises to its original condition by the date of termination of this Lease Agreement or upon earlier vacating of the Premises. All such removals and restoration shall be accomplished in a good, workmanlike manner so as not to damage the Premises, primary structure or structural qualities of the building and other improvements situated on the Premises. At least five (5) days prior to the commencement of any work permitted to be done by persons requested by the Lessee on the Premises, the Lessee shall notify the Town of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work so that the Town may avail itself of the provisions of any applicable statutes. During any such work on the Premises, the Town, or its representative, shall have the right to go upon and inspect the Premises at all reasonable times, and shall have the right to post and keep posted thereon notices such as those provided for by any applicable statutes or to take any further action which the Town may deem to be proper for the protection of the Town's interest in the Premises.

7. Event of Default. The following events shall be deemed to be events of default by Lessee under this Lease Agreement:

A. Lessee shall fail to pay any installment of the rent herein reserved when due, or any payment with respect to taxes hereunder when due, or any other payment or reimbursement to the Town required herein when due, and such failure shall continue for a period of five (5) days from the date such payment was due.

B. Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

C. Lessee shall file a petition under any section or chapter of any bankruptcy act, or under similar law or statute of the United States or any State thereof; or Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder.

D. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.

E. Lessee shall desert any substantial portion of the Premises.

F. Lessee shall fail to comply with any term, provision or covenant of this Lease Agreement, with the exception of rent payments as addressed in subpart A above, and shall not cure such failure within ten (10) days after written notice thereof to Lessee.

8. Mechanic's Liens. Lessee shall pay promptly for all costs and charges for all labor done or materials furnished for any work or repair, maintenance, improvement, alteration or addition including installment of fixtures done by Lessee in connection with the Premises and shall indemnify and hold Landlord and the Premises free, clear and harmless of and from all liens and claims of liens, and all other liability, claims and demands that arise by reason of any such work. If any such lien shall at any time be filed against the Premises, or any other portion of the property owned by Landlord, Lessee shall either cause the same to be discharged of record within twenty (20) days after the date upon which the same is filed, or, if Lessee, in its discretion and in good faith determines that such lien should be contested, Lessee shall furnish to Landlord or to a title insurance company of Landlord's choosing or to the Summit County District Court if Landlord so requests such security in an amount equal to one hundred fifty percent (150%) of the contested value as may be necessary or required to prevent any foreclosure proceedings against the Premises or any other portion of the property owned by Landlord during the pendency or at the conclusion of such contest.

9. Responsibilities of Lessee.

A. Lessee warrants that the Premises shall be used for the operation of a Theatre Company which serves the general public. Substantive changes in the operation of the Premises from the services as set forth herein, after the execution of this Lease Agreement, must first be approved, in writing, by the Town.

B. Further responsibilities of Lessee, at Lessee's sole cost and expense, shall include, but not be limited to, the following:

- 1) The day-to-day maintenance, upkeep, repair and cleaning of the Premises;
- 2) Clean and maintain area on and around the Premises;
- 3) Payment of water and sewer rents;
- 4) Provide ordinary and customary repair and maintenance of the Premises as necessitated by the Lessee's operation of the Premises;
- 5) Payment of all telephone, gas, electric, trash pickup and utility services;
- 6) Meet all applicable standards of all laws, statutes, ordinances, and governmental rules, regulations or requirements now in force, or which may hereafter be in force, and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted related to the Premises, including, but not limited to compliance with the Americans With Disabilities Act insofar as its requirements affect or pertain to the Premises, its structural components, parking facilities and common areas,

- compliance with fire regulations and requirements, compliance with asbestos regulations and lead-based paint regulations;
- 7) Meet all Town/State Sales Tax requirements;
 - 8) Keep the Premises and every part thereof including but not limited to interior surfaces of ceilings, walls and floors; interior and exterior doors, windows, plate glass; HVAC and HVAC system; and all plumbing, pipes and apparatus, electrical fixtures, furnishings and equipment, in good condition and repair;
 - 9) Provision of all equipment, supplies, materials, employees and labor necessary to operate the Premises.

10. Responsibilities of Town. Provide the Premises to the Lessee, as of the date of execution of this Lease Agreement.

11. Public Liability and Property Damage Insurance. During the term of this Lease Agreement, Lessee shall at its own expense maintain in full force and effect a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies licensed to do business in the State of Colorado - which company shall be approved in writing by the Town, at the Town's sole selection and discretion, in advance - that will insure Town and Lessee (and such other persons, firms or corporations as are designated by Town) against liability for injury to person and property and for death of any person or persons occurring in or about the Premises. The public liability insurance shall not be less than One Million Dollars (\$1,000,000.00) and property damage insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00). Lessee shall provide the Town with copies or certificates of all policies, including, in each instance, an endorsement that such insurance shall not be cancelled except after thirty (30) days prior written notice to the Town. A copy of such policy shall be provided to the Town prior to the first day of the term of this Lease Agreement. The Town shall be named as additional insured on all insurance policies required herein.

12. Serving of Alcohol. Alcoholic beverages shall be allowed on the Premises so long as Lessee complies with the following restrictions and requirements: 1) Lessee shall comply with all applicable ordinances, laws and State requirements in its use of alcohol on the Premises, and 2) Lessee shall obtain liability insurance, in addition to that insurance required in Paragraph 11, above, specifically covering the serving, use and possession of alcohol on the Premises, which insurance shall name the Town as an additional insured, shall be in an amount approved by the Town in advance, and a copy of such policy shall be provided to the Town prior to the allowance of alcohol on the Premises.

13. Signs. Lessee shall have the right to install signs upon the Premises only when first approved in writing by the Town and subject to any applicable governmental laws, ordinances, regulations and other requirements. Lessee shall remove all such signs at the termination of this Lease Agreement. Such installations and removals shall be made in such manner as to avoid injury or defacement of the Premises, and Lessee shall repair any injury or defacement, caused by such installation and/or removal. Lessee shall not place or display political or election signs, banners, posters or endorsements for any political or election cause, candidate or party anywhere on the Premises without first obtaining, in writing, consent from the Town.

14. Inspection. The Town and the Town's agents and representatives shall have the right to enter and inspect the Premises at any reasonable time during business hours, for the purpose of ascertaining the condition of the Premises or in order to make such repairs as may be required or permitted to be made by the Town under the terms of this Lease Agreement. Lessee shall give written notice to the Town at least Ten (10) days prior to vacating the Premises and shall arrange to meet with the Town for a joint inspection of the Premises prior to vacating.

15. Utilities. Lessee shall pay for cost of all utilities and services, of every kind and nature, used on the Premises. All utility service shall be designated in the name of the Lessee as of the date of this Lease Agreement. Lessee shall pay for such costs directly. With regard to any costs which the Town must pay on Lessee's behalf, such costs shall be paid by Lessee to the Town as incurred and shall be considered as additional rent.

The Town shall in no event be liable for any interruption or failure of utility services on the Premises. Lessee agrees to pay promptly for all such utilities and services and to indemnify and hold harmless the Town from any and all claims for payment of the utilities and services for which Lessee has sole responsibility.

16. Damage and Destruction.

A. If the Premises should be totally destroyed by fire, tornado or other casualty, or if they should be so damaged thereby that rebuilding or repairs cannot in the Town's estimation be completed within One Hundred Twenty (120) days after the date upon which the Town is notified by Lessee of such damage, the Town or the Lessee may terminate this Lease Agreement, and the rent shall be abated during the unexpired portion of this Lease Agreement, effective upon the date of the occurrence of such damage.

B. If the building or improvements situated upon the Premises should be damaged by any peril covered by the insurance provided by the Lessee but only to such extent that rebuilding or repairs can, in the Town's estimation, be completed within One Hundred Twenty (120) days after the date upon which the Town is notified by Lessee of such damage, this Lease Agreement shall not be terminated and the Town shall at its sole cost and expense thereupon proceed with reasonable diligence to rebuild and repair such building to substantially the condition in which it existed prior to such damage. If the Premises is untenable in whole or in part following such damage, the rent payable hereunder during the period in which it is untenable shall be reduced to such extent as may be fair and reasonable under all of the circumstances. In the event that the Town shall fail to complete such repairs within One Hundred Twenty (120) days after the date upon which the Lessee is notified by Town of such damage, Lessee may at its option terminate this Lease Agreement by delivering written notice of termination to the Town as Lessee's exclusive remedy, whereupon all rights and obligation hereunder shall cease and terminate.

17. Holding Over. Lessee will at the termination of this Lease Agreement by lapse of time or otherwise, yield up immediate possession of the Premises to the Town. If the Town agrees in writing that Lessee may hold over after the expiration or termination of this Lease Agreement, unless the parties hereto otherwise agree in writing on the terms of such holding over, the hold over tenancy shall be subject to termination by the Town at any time upon not less than ten (10) days advance written notice, or by Lessee at any time upon not less than ten (10) days advance written notice, and all of the other terms and provisions of this Lease Agreement shall be applicable

during that period. No holding over by Lessee, whether with or without the consent of the Town, shall operate to extend this Lease Agreement except as otherwise expressly provided. The provisions of this paragraph shall not be construed as the Town's consent for Lessee to hold over.

18. Town's Indemnity and Non-Liability.

A. Lessee is not an agent nor an employee of the Town hereunder, and all of its activities relating to the Premises shall be in its capacity as independent contractor to the Town.

1) Obligation of the Lessee. Lessee shall pay all obligations and defend all disputed claims arising out of or resulting from Lessee's activities conducted in connection with or incidental to the use of the Premises and this Lease Agreement. Lessee shall keep the Town fully advised of any such matters.

2) Indemnification by Lessee. Lessee agrees to indemnify, hold harmless and defend the Town, its officers, agents and employees, from and against all liability for any and all claims, liens, suits, demands or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses, including court costs and attorney's fees and other costs arising out of or resulting from Lessee's acts, omissions or tort liabilities in any way related to the Premises and the operation of the Premises.

3) Notice of Claims. Lessee and the Town will provide each other with prompt written notice of any event covered by the indemnity section of this Lease Agreement and in the event a claim or action is filed, each party may employ attorneys of its own choosing to appear and defend the claim or action on its behalf.

B. Lessee agrees to pay and discharge any mechanics, materialmen or other lien against the Premises or Town's interest therein claimed in respect of any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or upon the request of Lessee, provided that Lessee may contest such lien claim upon furnishing to Town such indemnification for the final payment and discharge thereof, together with the costs and expense of defending the same, as the Town may reasonably require.

19. Remedies. Upon the occurrence of any of such events described in Paragraph 7, or any default of the requirements of this Lease Agreement by Lessee, the Town shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

A. Terminate this Lease Agreement, in which event Lessee shall immediately surrender the Premises to the Town, and if Lessee fails to so do, the Town may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying such Premises or any part thereof, without being liable for prosecution of any claim of damages therefor; and Lessee agrees to pay to the Town on demand the amount of all loss and damage which the Town suffered by reason of such termination, whether through inability to re-let the Premises on satisfactory terms or otherwise.

B. Enter upon and take possession of the Premises and expel or remove Lessee and any other person who may be occupying such Premises or any part thereof, without being liable

for prosecution or any claim for damages therefor, and re-let the Premises and receive the rent therefor; and Lessee agrees to pay to the Town on demand any deficiency that may arise by reason of such re-letting. In the event the Town is successful in re-letting the Premises at a rental in excess of that agreed to be paid by Lessee pursuant to the terms of this Lease Agreement, the Town and Lessee each mutually agree that Lessee shall not be entitled, under any circumstances, to such excess rental, and Lessee does hereby specifically waive any claim to such excess rental.

C. Enter upon the Premises, without being liable for prosecution or any claim for damages therefor, and do whatever Lessee is obligated to do under the terms of this Lease Agreement; and Lessee agrees to reimburse the Town on demand for any expenses which the Town may incur in thus effecting compliance with Lessee's obligations under this Lease Agreement, and Lessee further agrees that the Town shall not be liable for any damages resulting to the Lessee from such action.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to the Town hereunder or of any damages accruing to the Town by reason of the violation of any of the terms, provisions and covenants herein contained. No act or thing done by the Town or its agents during the term hereby granted shall be deemed a termination of this Lease Agreement or an acceptance of the surrender of the Premises, and no agreement to terminate this Lease Agreement or accept a surrender of said Premises shall be valid unless in writing signed by the Town. No waiver by the Town of any violation or breach of any of the terms, provisions and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants herein contained. The Town's acceptance of the payment of rent or other payment hereunder after the occurrence of an event of default shall not be construed as a waiver of such default, unless the Town so notifies Lessee in writing. Forbearance by the Town to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default or of the Town's right to enforce any such remedies with respect to such default or any subsequent default. In the event that any action is filed in relation to this Lease Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all other sums that either party may be called upon to pay, a reasonable sum for the successful party's attorney's fees.

20. Americans with Disabilities Act. Lessee acknowledges, understands and agrees that the Premises are not in compliance with all applicable provisions of The Americans With Disabilities Act (hereinafter the "ADA"). Lessee further acknowledges, understands and agrees that the Town does not currently plan to bring the Premises into compliance with the ADA. Lessee waives any and all claims it may have (now or in the future) against the Town based in any way upon the Premises' non-compliance with the ADA.

21. Public Premises. Both parties recognize and agree that the Premises is a Town of Dillon municipality owned property. Lessee acknowledges that the proposed use of the Premises is as a public facility, operated for the benefit of the citizens of the Town of Dillon and the general public, and that access to the Premises and its facilities and services shall not be arbitrarily denied to any member of the public. Lessee's use of the Premises and its facilities and services shall be consistent with the public nature of the property.

The Premises and the Lessee's facilities and amenities located on the Premises shall be open to all persons without regard to an individual's race, color, religion, national origin, gender, age, sexual orientation, marital status, military status or physical or mental disability. In exercising any right, use or occupancy permitted under this Lease Agreement, every individual seeking to do so shall be given a full and equal opportunity to participate in any of the activities offered by the Lessee.

22. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed, postage prepaid, certified mail, return receipt requested, as follows:

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

With a Copy to: Mark R. Shapiro, Esq.
(which shall not Mark R. Shapiro, P.C.
constitute notice) 1650 – 38th Street, Suite 103
 Boulder, CO 80301

If to Lessee: High Country Conservation Center
 P.O. Box 4506,
 Frisco, CO 80443
 Attn: President

The addresses for notices may be changed by written notice given to the other party as provided herein above.

23. Expiration of the Term of this Agreement. Upon the expiration of the term of this Agreement, or upon termination as allowed herein, Lessee agrees to surrender and deliver up the Premises in as good order and condition as when the same were entered upon by Lessee, ordinary wear and tear excepted.

24. Environmental Matters

A. Hazardous Materials. As used herein the term "Hazardous Materials" shall mean any of the following, in any amount: (i) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (ii) any radioactive substance; (iii) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (iv) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "solid waste," or words of similar import in any federal, state or local statute, law, ordinance or regulation now existing or existing on or after the Commencement Date as the same may be interpreted by government offices and agencies.

B. Hazardous Materials Laws. As used herein the term "Hazardous Materials Laws" shall mean any federal, state or local statutes, laws, ordinances or regulations now existing or existing after the Commencement Date that control, classify, regulate, list or define Hazardous Materials.

C. Claims. As used herein the term "Claims" shall mean all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys' fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under the Lease.

D. Compliance with Hazardous Materials Laws. Lessee will not cause any Hazardous Material to be brought upon, kept or used in or on the Premises or the Condominium Unit in a manner or for a purpose prohibited by or that could result in liability under any Hazardous Materials Law. Lessee, at its sole cost and expense, will comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Premises or the Condominium Unit required for Lessee's use of the Premises and will notify Town of any and all Hazardous Materials Lessee brings upon, keeps or uses on the Premises or the Condominium Unit (other than small quantities of office cleaning or other office supplies as are customarily used by a tenant in the ordinary course in an office building). On or before the expiration or earlier termination of this Lease, Lessee, at its sole cost and expense, will completely remove from the Premises and the Condominium Unit (regardless whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials Lessee causes to be present in, on, under or about the Premises and the Condominium Unit. Lessee will not take any remedial action in response to the presence of any Hazardous Materials in on, under or about the Premises and the Condominium Unit, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Premises and the Condominium Unit, without first (a) notifying Town of Lessee's intention to do so and (b) affording Town reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Town's interest in the Premises and the Condominium Unit.

E. Notice of Actions. Lessee will notify Town of any of the following actions affecting Town, Lessee or the Premises or the Condominium Unit that result from or in any way relate to Lessee's use of the Premises and the Condominium Unit immediately after receiving notice of the same: (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (ii) any Claim made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (iii) any reports made by any person, including Lessee, to any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations. Lessee will also deliver to Town, as promptly as possible and, in any event, within five (5) days after Lessee first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Lessee's use of the Premises. Upon Town's written request, Lessee will promptly deliver to Town documentation acceptable to Town reflecting the legal and proper disposal of all Hazardous Materials removed or to be removed from the Premises. All such documentation will list Lessee or its agent as a responsible party and will not attribute responsibility for any such Hazardous Materials to Town.

F. Disclosure and Warning Obligations. Lessee acknowledges and agrees that all reporting and warning obligations required under Hazardous Materials Laws resulting from, or in any way relating to Lessee's use of the Premises or Condominium Unit are Lessee's sole responsibility, regardless whether the Hazardous Materials Laws permit or require Town to report or warn.

G. Indemnification. Town represents and warrants there will be no hazardous materials in the Premises as of the date of executive of this Lease. Lessee will indemnify, defend (with counsel reasonably acceptable to Town), protect and hold harmless the Town from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under, upon or from the Premises and the Condominium Unit (including water tables and atmosphere) resulting from or in any way related to Lessee's use of the Premises or Condominium Unit. Lessee's obligations under this Paragraph 24 include, without limitation and whether foreseeable or unforeseeable, (i) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the Premises and the Condominium Unit; (ii) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (iii) the value of any loss of use and any diminution in value of the Premises or the Condominium Unit; and (iv) consultants' fees, experts' fees and response costs. The obligations of Lessee under this Paragraph 24 shall survive the expiration or earlier termination of this Lease.

H. Compliance with Laws. The Premises will not be used, nor will the Lessee permit the Premises to be used, for purposes prohibited by the laws of the United States, the State of Colorado or the Town of Dillon. The Lessee shall post appropriate signs on the Premises, including signs which identify areas open for recreational use. The Lessee shall also install and maintain markers and fences as necessary for the regulation and protection of the public. All signs, markers and fences shall be in a style and form satisfactory to the Town.

I. Law Enforcement. The Lessee shall be responsible for enforcement of all laws to promote the orderly and peaceful use of the Premises by the public.

25. Effect of Conveyance. If during the lease term the Town shall decide to sell its interest in the Premises, then this Lease Agreement shall terminate and Lessee shall return the Premises to the Town. The Lease Agreement shall terminate following written notice to the Lessee that a sale or conveyance of the Premises is anticipated by the Town. Written notice shall be given to Lessee at least Ten (10) days prior to the date of termination of the Lease Agreement, as designated by the Town.

26. Termination by Town or Lessee. Either the Town or the Lessee may terminate this Lease Agreement at any time, for any reason, by giving at least Ten (10) days prior written notice to the other party of such termination and specifying the effective date of the termination.

27. Miscellaneous.

A. No Sublease, Transfer or Assignment. Lessee shall not assign, transfer or sublease this Lease Agreement without the express prior written consent of the Town, which consent may be withheld at the sole discretion and election of the Town. Consent by Town to any assignment, transfer or subletting shall not relieve the Lessee from its obligations for the payment of all rent due hereunder and for the full and faithful observance and performance of the covenants, terms and conditions herein contained. Consent of the Town to an assignment, transfer or subletting shall not in any way be construed to relieve the Lessee from obtaining the consent of the Town to any further assignment, transfer or subletting.

B. Default. Lessee shall be considered in default if it fails to comply with any provision of this Lease Agreement or bid proposal.

C. Entire Agreement. This Agreement constitutes the entire Agreement between the parties. This Agreement may not be altered, changed or amended except by an instrument in writing signed by both the parties.

D. Interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

E. Terms Binding. The terms, provisions and covenants and conditions contained in this Agreement shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective legal representatives, successors and permitted assigns, except as otherwise herein expressly provided.

F. Captions. The captions herein are inserted in this Agreement for convenience only and in no way define, limit or describe the scope or intent of this Agreement, or any provision hereof, nor in any way affect the interpretation of this Agreement.

G. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

H. Amendments. No amendment or modification of this Agreement, or any approvals or permission of Town required under this Agreement, shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Agreement.

I. No Waiver. No assent, express or implied, to any breach of any one or more of the covenants or agreements herein shall be deemed to be taken to be a waiver of any succeeding or other breach. The various rights, remedies, powers, options and elections of the Town reserved, expressed or contained in this Agreement are cumulative and no one of them shall be deemed to be exclusive of the others or of such other rights, remedies, powers, options or election as are now or may hereafter be conferred upon the Town by law.

J. Force Majeure. If the ability of either party to meet its obligations hereunder is prevented by any cause of force majeure or act of god beyond the control of either party, then such failure to meet the obligation caused thereby shall be without penalty or default.

K. Attorneys' Fees. In the event of any action or proceeding brought by either party under this Lease Agreement, the prevailing party shall be entitled to recover Court costs, costs of the action, and reasonable attorneys' fees.

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

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

By: _____
Kevin Burns, Mayor

ATTEST:

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

**LESSEE:
HIGH COUNTRY CONSERVATION
CENTER, a Colorado non-profit corporation**

By: _____
Jennifer H. Schenk, President

ATTEST:

By: _____
_____, Secretary



Dillon Town Council -

Thank you so much for the \$1,000 Scholarship, it will be so helpful as I attend CMC in the fall. I have put my invoice from CMC in the letter, again, thank you so much!

Rhiannon
Myers