

TOWN OF MORRISON BOARD OF TRUSTEES
MORRISON TOWN HALL, 110 STONE STREET
TUESDAY, MARCH 15, 2016
REGULAR MEETING TOWN BOARD MEETING AGENDA
6:00 P.M.

(ALL AGENDA ITEMS ARE ELIGIBLE FOR DISCUSSION AND POSSIBLE VOTE BY THE BOARD OF TRUSTEES.)

- 1) CALL TO ORDER
- 2) ROLL CALL
- 3) AMENDMENTS TO THE AGENDA
- 4) PUBLIC TO ADDRESS THE BOARD/COMMUNICATIONS
- 5) PRESENTATIONS AND HEARINGS
 - a) Amendment to the Rooney Valley Intergovernmental Agreement
 - b) Bandimere Speedway – John Bandimere, Request for Water and Sewer Will Serve Letter
 - c) DYK, Inc. d/b/a Morrison Holiday Bar – Modification of Premises Application
 - d) Special Event Permit Application - ProMo
- 6) GENERAL BUSINESS
 - a) Purchase of Street Sweeper/Grant Application
 - b) Resolution 2016-03 – A Resolution Designating the Town Clerk as the Election Official and Authorizing the Election Official to Appoint Election Judges
 - c) Red Rocks Denver Historic Landmark District Designation
 - d) Spring Street Vacation
 - e) Trash Services
- 7) DEPARTMENTAL REPORTS
 - a) Court
 - b) Accounting
 - c) Town Administrator
 - d) Planning Commission Minutes 12-8-2015 and 1-12-2016
 - e) Attorney
- 8) CONSENT AGENDA
 - a) Minutes of 3-1-2016
 - b) Payroll
 - c) Vouchers
- 9) BOARD MEMBER COMMENTS
- 10) EXECUTIVE SESSION
 - a. For a conference with the Town Attorney for the purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b), and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, Concerning Red Rocks Centre and Utility Operations.
- 11) ADJOURNMENT

Reasonable accommodation will be provided upon requests for persons with disabilities. If you require any special accommodation in order to attend a Town Board of Trustee Meeting, please call the Town Clerk at 303-697-8749.
Next Board of Trustees Meeting, April 5, 2016.

TOWN OF MORRISON
BOARD OF TRUSTEES REGULAR MEETING
March 15, 2016
Board Action Form

1. **SUBJECT:** Adopt amended Intergovernmental Agreement (IGA) with the City of Lakewood regarding the Rooney Valley.

PROCEDURE: Review revised IGA and adopt it.

TOWN ATTORNEY REVIEW: YES NO

MOTION: Motion to adopt the amended Intergovernmental Agreement between the Town of Morrison, Colorado and the City of Lakewood, Colorado regarding the Rooney Valley.

MEMORANDUM

Date: March 10, 2016
To: Morrison Board of Trustees
From: Carrie McCool, Town Planner
Subject: Revisions to the Rooney Valley Intergovernmental Agreement



Morrison and Lakewood staff have prepared revisions to the Rooney Valley Intergovernmental Agreement (IGA) in an effort to streamline land entitlement procedures in the Rooney Valley, simplify the revenue sharing parameters and process for certain revenues collected by the City and Town, and simplify the process by which municipal services will be provided in the Valley. Previous amendments to the IGA, including those adopted in 2009 and 2011, were incorporated into the revisions. The changes proposed in the revisions are as follows:

1. Article I: Definitions and Scope of Agreement:

- **Cross Reference Correction.** Corrected the cross reference in the definition of "Event of Nonappropriation" to Section 4.01.5.
- **Restored Definitions.** Restored the definitions for "Town" and "Town Revenues" and adding that the Town's sales tax is locally imposed but state collected.

2. Article II: Land Use and Development Review Process: The revisions to this article set forth provisions for joint land use and zoning review and approval of land development projects, rather than specific site design review.

- **Replaced Joint Project Review Committee (JPRC) with Rooney Valley Zoning Commission.** Previously, the Joint Project Review Committee (JPRC) was the body responsible for review and approval of detailed site design (Final Development Plan applications) and planning policy documents for the Rooney Valley while land use, zoning and subdivision were reviewed and approved by the Approving Municipality (either the Town or City). The JPRC was comprised of three (3) members appointed by the Town, and three (3) members appointed by the City. The members were required to be part of the Town's or City's governing body, planning commission, or administrative staff. The Rooney Valley Zoning Commission (RVZC), which would replace the JPRC, would be comprised of three (3) current members of the Morrison Planning Commission and three (3) current members of the Lakewood Planning Commission. The RVZC would hear all land use and zoning matters in the Rooney Valley, as well as any amendment to the Rooney Valley Development Standards or the Rooney Valley Master Plan. The RVZC would act as a Planning Commission or Board of Adjustment accordingly.
- **Eliminated three-step Final Development Plan approval process.** Previously, Final Development Plans were reviewed jointly and collaboratively in a three-phase process by the JPRC, as well as respective Town and City Planning Commissions, the Town Board of Trustees, and the City Council for land use and zoning approvals. The review process consisted of a comprehensive review with very specific parameters for site design, building height and density, signage design, and public improvements. The proposed revisions to the IGA eliminate this process in favor of a more streamlined entitlement procedure by setting forth a joint review of land use and zoning rather than site planning and design. Following the new procedure, all development approvals would be subject to

the land use regulations and processes set forth in the jurisdiction wherein the subject property lies. Any application for Site Plan or Subdivision would be processed by the Approving Municipality in accordance with applicable local and state law.

- **Corrected Numbering in Section 2.05 Joint Municipal Review Procedures.**

3. **Article III: Provision of Municipal Services** (previously Article IV): The revisions to this article simplified the municipal service provision process by requiring that all municipal services, unless otherwise agreed to, be provided by the respective jurisdiction.
 - **Eliminated Municipal Services Plan.** Previously, the Project Management Team was required to prepare an annual Municipal Services Plan, governing the standards, staffing, and budget for certain municipal services in the Rooney Valley. The revisions streamline the provision of municipal services by eliminating this plan and requiring that the Town and the City provide services for Rooney Valley properties in their respective jurisdictions, unless another agreement is made.
 - **Added provision prohibiting the Town from providing municipal water or sewer services to unincorporated property in the Rooney Valley.**
4. **Article IV: Revenue Sharing** (previously Article III): The revisions to this article streamlined the revenue collection and sharing process to eliminate ambiguities and unnecessary steps.
 - **Modified types of shared revenues.** Previously, certain property taxes, other types of taxes, and fees were included in the revenue collected in the Rooney Valley and shared between the Town and the City. The revisions limit shared revenue to sales and use tax collected by the Town and the City in the Valley.
 - **Streamlined revenue sharing process and procedure.** Previously, the Town and the City were required to deposit a certain amount of revenue generated into a Joint Revenue Account, to be used to provide municipal services in the Rooney Valley. The revisions simplify this process by allowing each respective jurisdiction to utilize sixty percent (60%) of sales and use tax revenue collected in the Valley to provide municipal services, such as police service. In addition, a certain percentage of sales and use tax revenues will be used by the Town or the City as appropriate for the purposes of serving residential uses within the Valley, determined by the number of residential units in each jurisdiction. In this way, the jurisdictions will be financially responsible for providing services to their respective residents.
 - **Changes in Nonappropriation Deadline (Section 4.01.5 Nonappropriation by City).** In the 2000 version of this IGA, the City was required to make its appropriation by January 1 of each year, and if not, the Town was relieved of its obligation to remit Town Revenues in that year. In our latest version of the IGA, the City is required to make appropriation by December 31, and as written, the Town's right to not share revenues for that year is of no use, since the Town would already have remitted for that year by the time December 31 rolls around. As such, the text has been revised to allow the Town to not remit Town Revenues during the year following the December 31 nonappropriation by the City.

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE TOWN OF MORRISON, COLORADO

AND

THE CITY OF LAKEWOOD, COLORADO

REGARDING

THE ROONEY VALLEY

_____ , 2015

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. DEFINITIONS AND SCOPE OF AGREEMENT.....	3
1.01 DEFINITIONS.....	3
1.02 SCOPE OF AGREEMENT.....	6
ARTICLE II. LAND USE AND DEVELOPMENT REVIEW PROCESS.....	6
2.01 GENERAL DESCRIPTION OF PROJECT DEVELOPMENT PROCESS.....	6
2.02 APPLICATION OF ORDINANCES, REGULATIONS, CODES, POLICIES, PROCEDURES.....	7
2.03 PROJECT MANAGEMENT TEAM.....	7
2.04 ROONEY VALLEY ZONING COMMISSION.....	9
2.05 JOINT MUNICIPAL REVIEW PROCEDURES.....	8
2.06 DISCONNECTION AND ANNEXATION.....	9
2.07 BUILDING CODES AND PERMITS.....	9
2.08 REQUIRED FEES; DISTRIBUTION OF FEES.....	9
2.09 INSPECTIONS.....	10
ARTICLE III. PROVISION OF MUNICIPAL SERVICES.....	10
3.01 PROVIDERS OF MUNICIPAL SERVICES GENERALLY.....	10
3.02 POLICE PROTECTION.....	11
3.03 TRAFFIC ENGINEERING, PUBLIC WAY LANDSCAPE MAINTENANCE AND STREET MAINTENANCE SERVICES.....	11
3.04 PROCESSING OF APPLICATIONS, BUILDING INSPECTIONS.....	11
3.05 JOINT SERVICES.....	11
3.06 OTHER SERVICES.....	11
3.07 SUPERVISION AND DELEGATION OF AUTHORITY.....	11
ARTICLE IV. REVENUE SHARING.....	12
4.01 REVENUE SHARING.....	12
4.02 AUDIT RIGHTS.....	13

ARTICLE V. PUBLIC IMPROVEMENTS.....	14
5.01 DETERMINATION OF NECESSARY PUBLIC IMPROVEMENTS.....	14
5.02 CONSTRUCTION OF PUBLIC IMPROVEMENTS.....	14
ARTICLE VI. ENFORCEMENT AND RESOLUTION OF DISPUTES.....	15
6.01 ENFORCEMENT.....	15
6.02 ALTERNATIVE DISPUTE RESOLUTION.....	15
ARTICLE VII. MISCELLANEOUS.....	16
7.01 TERM OF AGREEMENT.....	16
7.02 RECORDATION OF AGREEMENT.....	16
7.03 RED ROCKS DISTRICT AGREEMENT.....	16
7.04 LEGAL CHALLENGE AND DEFENSE OF AGREEMENT.....	16
7.05 NOTICES.....	16
7.06 GOVERNING LAW.....	17
7.07 NO THIRD PARTY BENEFICIARIES.....	17
7.08 SEVERABILITY.....	17
7.09 ENTIRE AGREEMENT—AMENDMENTS.....	17
EXHIBIT A.....	19
EXHIBIT B.....	20

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE TOWN OF MORRISON, COLORADO

AND

THE CITY OF LAKEWOOD, COLORADO

REGARDING

THE ROONEY VALLEY

This Agreement is made and entered into this ___ day of _____, 2015, by and between the CITY OF LAKEWOOD, a home rule city of the State of Colorado, whose address is 480 South Allison Parkway, Lakewood, Colorado 80226, sometimes hereinafter referred to as the "City" and the TOWN OF MORRISON, a statutory town of the State of Colorado, whose address is 321 Highway 8, Morrison, Colorado 80465, sometimes hereinafter referred to as the "Town," and together referred to as the parties.

WITNESSETH:

WHEREAS, pursuant to C.R.S §§ 29-1-201 *et seq.*, and 29-20-105, local governmental entities are authorized and encouraged to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governmental entities for the purposes of planning or regulating the development of land, including but not limited to the joint exercise of planning, zoning, subdivision, building and related regulations and revenue sharing; and,

WHEREAS, the City, Town and Jefferson County, Colorado have been involved since 1994 in master planning the Rooney Valley; and,

WHEREAS, joint planning to coordinate land use, open space, transportation and utilities has proven beneficial; and

WHEREAS, the Town and the City desire to jointly encourage quality development with construction of adequate Public Improvements and the provision of Municipal Services to serve

development in the Rooney Valley and to share Revenues generated by development in the Rooney Valley; and,

WHEREAS, the City and Town wish to encourage development in the Rooney Valley by providing a unified land entitlement process which results in cost efficient and timely processing of land use applications and minimal duplication of effort and expense by the Town, the City and Owners; and,

WHEREAS, the Town and the City plan to process development proposals for the Rooney Valley in a coordinated manner, reciprocally and promptly sharing all relevant information; and

WHEREAS, the Town and the City have agreed to work cooperatively, through contract or internal staff, in the review and processing of land development proposals by Owners and in project administration for development in the Rooney Valley; and

WHEREAS, local governmental entities may, pursuant to intergovernmental agreement, provide for revenue-sharing and are authorized to receive and expend funds from other governmental and private sources for the purposes of planning for or regulating the use of land within their respective jurisdictions; and

WHEREAS, the Town and the City desire to utilize Revenues generated by development in the Rooney Valley to assist with the payment of Municipal Services for development in the Rooney Valley, to assist in certain cases with the construction of onsite and offsite Public Improvements to serve development in the Rooney Valley, and to share such Revenues between the Town and the City; and

WHEREAS, the Town and the City desire to establish the standards, staffing and budget for the Municipal Services to be provided by the City or the Town and the scope of Public Improvements to be provided by any Owner, District or other entities; and

WHEREAS, the Town and City had entered into a previous Intergovernmental Agreement, dated May 5, 2000, and in effect until adoption of this agreement; and

WHEREAS, the parties desire to assure that the Town and the City each have adequate ability to enforce this Agreement pursuant to C.R.S. §29-20-105, which provides that each governing body that is a party to an intergovernmental agreement such as this has standing to enforce the terms thereof, including, but not limited to, specific performance and injunctive relief, even though the land is annexed or transferred to another jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I.

DEFINITIONS AND SCOPE OF AGREEMENT

1.01 Definitions.

The following capitalized terms shall be defined as follows:

1. "Agreement" shall mean this Intergovernmental Agreement between the Town of Morrison, Colorado and the City of Lakewood, Colorado Regarding the Rooney Valley.
2. "Approving Municipality" shall mean the municipality possessing authority to approve a petition or application for disconnection, annexation, zoning or subdivision of property within the Rooney Valley.
3. "Bandimere Property" shall mean that property depicted and identified as such on **Exhibit A.**
4. "City" shall mean the City of Lakewood, Colorado.
5. "City Revenues" shall mean the Revenues collected by the City.
6. "District" shall mean any governmental entity other than the Town or the City which may provide or require an Owner to provide Public Improvements or Municipal Services.
7. "Event of Nonappropriation" shall mean the failure or determination not to distribute funds as required in Section 4.01.5.

8. “Final Court Action” shall mean a final order or opinion issued by a court of competent jurisdiction by which the City or Town is bound, and wherein no appeal can be taken or the time for filing an appeal has expired.

9. “Municipal Services” shall mean the types of services normally provided by municipalities, including but not limited to: police protection, traffic engineering, public way landscape maintenance, street maintenance (including street repair, drainage maintenance and repair, street cleaning and snow and ice removal), administrative functions relating to processing and review of applications, building inspections and related services, economic development and land use planning.

10. “Owner” or “Owners” shall mean any person or entity which owns or is the contract purchaser of real property in the Rooney Valley.

11. “Owner Agreement” shall mean any agreement entered into by the Town and/or the City with an Owner to provide economic incentives for such Owner to develop its property in the Rooney Valley.

12. “Peterson Property” shall mean that property depicted and identified as such on Exhibit A.

13. “Project” shall mean a specific undertaking for the construction of any Public Improvements, Public-Related Improvements and any public or private buildings and related amenities located within the Rooney Valley.

14. “Project Coordinator” or “Project Coordinators” shall mean the individual appointed by the Town and/or the individual appointed by the City pursuant to Section 2.03 to represent the Town and the City, respectively, on the Project Management Team.

15. “Project Management Team” shall mean the Town Project Coordinator and the City Project Coordinator.

16. “Public Improvement” or “Public Improvements” shall mean those rights-of-way, easements, access rights, and physical improvements which, upon formal acceptance by the Town or the City shall become the responsibility of the Town or the City for ownership and/or maintenance and repair, and shall include, but not be limited to, the following: curb and gutter, asphalt pavement, concrete pavement, streets of all types, survey monuments, pavement striping, sidewalks, pedestrian/bike paths, traffic signals, street lights, highways, freeways, rights-of-way, easements, landscaping in rights-of-way and easements, park and open space improvements, access rights, construction plans, medians, bridges, acceleration and deceleration lanes, culverts, storm drainage facilities, including necessary retention and detention structures and channels, water lines, sanitary sewer

lines, and all other improvements which upon acceptance by the Town, City or a District, are intended to be for the use and enjoyment of the public, and any other improvements dedicated or used for public purposes which are to serve the Rooney Valley and to ensure that the Project may be developed in accordance with an approved site plan.

17. "Public Improvement Agreement" or "PIA" shall mean one or more agreements between an Owner and/or District and the Town and/or the City describing the Public Improvements to be constructed by such Owner and/or District and any phasing or other details relative to the scope, timing and collateral to assure the completion of such Public Improvements.

18. "Public Improvement Costs" shall mean the costs incurred to design, finance, construct, acquire or otherwise provide Public Improvements.

19. "Public-Related Improvements" shall mean those improvements to the Rooney Valley which are open and accessible to the public, but located on private property and maintained by an Owner, including, but not limited to parking lots and landscaping on the parking lots, private roadways, culverts, storm drainage facilities, including necessary retention and detention structures and channels, architectural upgrades, and common areas within and outside buildings in the Rooney Valley.

20. "Public-Related Improvement Costs" shall mean the costs incurred to design, finance, construct, acquire or otherwise provide, and to maintain, Public-Related Improvements.

21. "Revenues" shall mean Sales Tax Revenue and Use Tax Revenue collected by the City and the Town for activities in the Rooney Valley only.

22. "Rooney Valley" shall mean the property depicted and identified as such on Exhibit A.

23. "Rooney Valley Development Standards" shall mean the Rooney Valley Development Standards as adopted by the Town on July 20, 1999 and by the City on February 22, 1999. Any differences in versions adopted by the Town and the City shall be reconciled by the Rooney Valley Zoning Commission, taking into consideration the recommendations of the Project Management Team. Future amendments may be approved by the Rooney Valley Zoning Commission following notice to the Town Board and City Council and a public hearing by the Rooney Valley Zoning Commission.

24. "Rooney Valley Master Plan" shall mean the Rooney Valley Master Plan as adopted by the Town on August 24, 1999 and by the City on May 26, 1998. Any differences in versions adopted by the Town and the City shall be reconciled by the Rooney Valley Zoning Commission, taking into consideration the recommendations of the Project Management Team. Future amendments may be approved by the Rooney Valley Zoning Commission following notice to the Town Board and City Council and a public hearing by the Rooney Valley Zoning Commission.

25. "Rooney Valley Zoning Commission" shall mean a committee composed of six members initially, three of whom shall be appointed by the Town Mayor and three of whom

shall be appointed by the City Manager. If an Event of Nonappropriation occurs and for so long as such Event of Nonappropriation continues, the other (non-defaulting) party shall be entitled to appoint a fourth member to the Commission.

26. "Sales Tax Revenue" shall mean the revenue received by the City or the Town on a cash basis from the imposition of a municipal sales tax or any subsequently enacted tax imposed by or for the benefit of the City or Town on the price or value of goods or services and derived from transactions or business conducted, located or served within the Rooney Valley.

27. "Shared Revenues" shall mean thirty percent (30%) of Revenues collected by either municipality; which amount shall be shared by the Town and the City as described in Section 4.01.3 of this Agreement.

28. "Town" shall mean the Town of Morrison, Colorado.

29. "Town Revenues" shall mean the Revenues collected by the Town, understanding that the Town's sales tax is locally imposed but collected on behalf of the Town by the State of Colorado.

30. "Use Tax Revenue" shall mean the revenue received by the City or Town on a cash basis for the purchase, rental, or lease of tangible personal property that is stored, used, or consumed in the City or Town, respectively.

1.02 Scope of Agreement.

1. In consideration of the terms and conditions of this Agreement, the Town and the City agree to jointly plan for the development of, and to share the Revenues from, the property located within the Rooney Valley in accordance with the provisions of this Agreement. It is the intent of the City and the Town to share the burdens and benefits of development within the Rooney Valley, to the full extent permitted by law, on a cooperative basis in accordance with the provisions of the Agreement.
2. Any development that crosses 50 feet or more into the Rooney Valley within the intergovernmental Agreement (IGA) boundary area as depicted and identified on **Exhibit A** will be subject in its entirety to all provisions of this Agreement.

ARTICE II.

LAND USE AND DEVELOPMENT REVIEW PROCESS

2.01 General Description of Project Development Process.

The parties agree that the provisions of this Agreement shall constitute a customized process for development of the Rooney Valley to be used by the Town and the City to administer and manage development of the Rooney Valley.

This Article II describes the procedures which shall apply to the development of any Project within the Rooney Valley. Pursuant to the provisions of C.R.S. §29-20-105, both the Town and the City shall participate fully in the land use and zoning review and approval of land development projects, in determining the scope and delivery of Municipal Services and in sharing Revenues derived from the Rooney Valley, all as described in greater detail in this Agreement, and, therefore, both the Town and the City shall have standing to enforce the provisions of this Agreement, all pursuant to the terms hereof.

2.02 Application of Ordinances, Regulations, Codes, Policies, Procedures.

A. **Joint Planning and Zoning.** The Town and the City recognize and agree that some of the regulations and procedures for land development stated in this Agreement differ from the customary and normal processes used by the Town and the City. Pursuant to C.R.S. §29-20-105, each party agrees that the specific regulations and procedures for development of the Rooney Valley expressly stated in this Agreement shall be applicable to the Rooney Valley in order to provide for uniformity and continuity in jointly processing land use matters that are subject to this Agreement.

B. **Zoning and Development.** While both the Town and the City have promulgated ordinances, regulation, codes, policies and procedures regarding the review and approval of land development within their communities, the Town and the City agree that procedures in the land use regulations of the Approving Municipality wherein the subject property lies shall be used to govern the land use actions identified in Section 2.05.A.

C. **Planning.** The principal policy and planning documents for the Rooney Valley shall be the Rooney Valley Master Plan and Rooney Valley Development Standards. Any modification to the policy and planning of the City or the Town which have been made applicable to development within the Rooney Valley shall only be effective after approval of such modification by the Rooney Valley Zoning Commission. Until such time, the policy and planning documents in the form existing as of the date of this Agreement shall continue to apply to the Rooney Valley

2.03 Project Management Team.

There shall be a Project Management Team. The Project Management Team shall consist of two Project Coordinators appointed as follows: (1) the City Manager of the City shall designate a person to act as the City Project Coordinator; and (2) the Board of Trustees of the Town shall designate a person to act as the Town Project Coordinator. The City and Town may also appoint others to assist the Project Coordinators. Each Project Coordinator shall be the primary contact person concerning the development of any Project within the Rooney Valley. The City and Town may change or replace their appointee at any time at their sole discretion.

The Purpose of the Project Management Team is to provide day-to-day administrative oversight of the development process in the Rooney Valley and to ensure coordination between the City and the Town. The Project Management Team shall also coordinate the interaction and input from the City and Town administrative staff, consultants, and interested parties and organizations. The members of the Project Management Team will jointly and cooperatively coordinate the land use and development approval processes, the planning and development of Public Improvements, and the planning and provision of Municipal Services for the Rooney Valley and will keep each other informed throughout the

process. Neither the City Project Coordinator nor the Town Project Coordinator shall possess the authority to enter into contractual agreements on behalf of their respective municipalities and all contractual agreements proposed by the Project Management Team shall be subject to approval of the normal contracting authority of the City and the Town. The Project Management Team will meet as needed, but not less often than monthly during the development of any Project. On an as needed basis, the participation or representatives from other organizations and agencies may be included in meetings of the Project Management Team. As an administrative body, the Project Management Team is not intended to be and shall not constitute a “local public body” within the meaning of C.R.S §24-6-402.

2.04 Rooney Valley Zoning Commission.

There shall be a Rooney Valley Zoning Commission. The Rooney Valley Zoning Commission shall be composed of three members appointed by the City Manager and three members appointed by the Town Mayor. If an Event of Nonappropriation occurs and is continuing the other (non-defaulting) party shall be entitled to appoint a fourth member. All appointees shall be current members of the municipality’s planning commission. An appointed member of the Rooney Valley Zoning Commission may be removed or replaced by the appointing municipality at any time without reason or cause. The Rooney Valley Zoning Commission shall elect from their members a chairman and vice-chairman. Four members in attendance and eligible to vote shall comprise a quorum of the Rooney Valley Zoning Commission.

The Rooney Valley Zoning Commission shall hear all matters within the IGA area to the extent such matters are also within the scope of Section 2.05.A, and any amendment to the Rooney Valley Development Standards or the Rooney Valley Master Plan, or the adoption of any rules of procedure for the Commission. All decisions of the Rooney Valley Zoning Commission shall require the affirmative vote of a majority of all votes attributed to all members of the committee regardless of the number of members in attendance (i.e., four affirmative votes are required to approve such actions). The Rooney Valley Zoning Commission shall be subject to the Colorado Open Meetings and Colorado Open Records laws. The Rooney Valley Zoning Commission may promulgate or adopt rules of procedure not inconsistent with this Agreement to guide and assist the committee in the conduct of its business. The City and the Town shall assist by making meeting facilities, materials and administrative support available to the Rooney Valley Zoning Commission.

2.05 Joint Municipal Review Procedures.

A. Development Approvals. Any application for any development approvals shall follow the procedures in the land use regulations of the Approving Municipality wherein the subject property lies. The Project Management Team shall be responsible for staff functions, the Rooney Valley Zoning Commission shall serve as the Planning Commission or Board of Adjustment, and the City Council or Town Board shall have final approval authority for all actions under this Section.

B. Site Plan and Subdivision. Any application for site plan or subdivision shall be processed by the Approving Municipality in accordance with applicable local and state law. Each application received by either municipality, and all documentation related to an application received by either municipality, shall be mailed promptly or otherwise distributed to each member of the Project Management Team within three (5) business days following receipt. Prior to rendering any final decision

concerning site development plan or subdivision, the Approving Municipality shall notify the other municipality in writing of the date and time of the meeting or hearing at which a final decision is expected to be rendered. Such notice shall also provide the other municipality a reasonable opportunity to prepare and submit comments and recommendations to the Approving Municipality concerning the application or petition, or a reasonable opportunity to prepare for attendance at the meeting or hearing, prior to the final decision. Failure to timely respond or otherwise submit comments or recommendations to the Approving Municipality following delivery of notice shall be deemed a waiver by the other municipality of its right to comment on the application.

C. **Tie Votes on the Commission.** If any motion before the Rooney Valley Zoning Commission to take action on a matter within the scope of Section 2.05.A, any amendment of the Rooney Valley Development Standards or the Rooney Valley Master Plan, results in a tie vote with the representatives of the Town voting on one side and representatives of the City voting on the other side, the decision will not be deemed a final decision, but will be continued for a period not to exceed thirty (30) days. The purpose of such continuance shall be to allow sufficient time to assure that decisions are made based upon their merits and not due to jurisdictional disputes. The Rooney Valley Zoning Commission shall then reconvene for the purpose of rendering a final decision. At that time, any motion resulting in a tie vote shall be deemed to have failed for lack of a majority. A tie vote on a motion relating to other matters or a tie vote with representatives of the Town and the City voting on both sides of the motion shall be deemed to have failed for lack of a majority.

2.06 Disconnection and Annexation.

A. Any application for disconnection or annexation shall follow the procedures of Title 31, Article 12 of Colorado Revised Statutes, and if disconnection from or annexation to the Town, the requirements of Title 10, Chapter 9 of the Morrison Municipal Code.

B. The Town and the City will encourage Owners of property within the Rooney Valley that is in unincorporated Jefferson County to annex such property to the Town. Specifically, the City agrees not to annex the Bandimere Property or the Peterson Property without the approval of the Town as expressed by resolution of the Town Board. The Town agrees that no unincorporated property in the Rooney Valley will be granted access to the Town's municipal water or sewer services unless the property annexes to either the Town or the City.

2.07 Building Codes and Permits.

Construction of any Project shall be in conformance with the version of building codes in effect in the Approving Municipality at the time of application for the relevant permit. Each municipality will review building plan submittals and issue building permits within their own jurisdiction.

2.08 Required Fees; Distribution of Fees.

Both the City and the Town impose fees and charges for the costs associated with certain administrative functions of each municipality. The standard fees of the Town or the City shall apply to administrative functions performed under this Agreement, unless otherwise provided herein or unless the Project Management Team determines that additional fees are necessary to pay the actual costs of the

services provided. The Town and the City hereby authorize the other to perform the administrative functions described herein and to collect and utilize the fees collected as described herein. Fees shall be paid by the Owner at the time an application is submitted for which such fees is required.

2.09 Inspections.

The City and Town will each be responsible for making building inspections; private site improvement inspections including parking lots, landscaping, fencing and other site improvements; and Public Improvements inspections within their own jurisdiction.

The Town will be responsible for inspection of water and sewer systems within the Town's service area, which area may include property within the Rooney Valley that may in the future be annexed by Lakewood. West Metro Fire Protection District shall be responsible for fire code inspections and various county and state agencies shall conduct other inspections. The results of inspections shall be transmitted to the Project Coordinator.

ARTICLE III.

PROVISION OF MUNICIPAL SERVICES

3.01 Providers of Municipal Services Generally.

The parties have determined that Municipal Services for the Rooney Valley shall be provided and funded as described in this Article III. This Agreement does not alter or affect any other agreement or legal requirement pursuant to which a District or other entity provides or has agreed to provide Municipal Services, Public Improvements, Public-Related Improvements or other services or improvements to the Rooney Valley. In addition, until property in the unincorporated portions of the Rooney Valley is annexed by the Town or the City, it is the intent of the parties that Municipal Services be provided by Jefferson County or a District. If the provision of any Municipal Services by the City could cause the City to exceed its revenue or spending limits under Article X, Section 20 of the Colorado Constitution, the parties agree that the City may request that Municipal Services be provided by the Town or others.

It is the intent and expectation of the parties that Public Improvements and Public-Related Improvements will be installed or constructed by Owners or Districts within the Rooney Valley and that major utility services will be provided by entities other than the Town and the City. However, the parties agree that water and sanitary sewer services may be provided by the Town, subject to annexation of unincorporated property, and, as to property in the City, with the consent of the City, to the full extent of the Town's physical and legal capacity to do so.

3.02 Police Protection.

Police Protection in the City will be provided by the City and in the Town will be provided by the Town. Costs of these services will be paid by each municipality individually.

3.03 Traffic Engineering, Public Way Landscape Maintenance and Street Maintenance Services.

Traffic engineering, public way landscape maintenance and street maintenance services (including street repair, drainage maintenance and repair, street cleaning, and snow and ice removal for public streets), if not provided by a District, shall be provided by the City for all properties in the City and by the Town for all properties in the Town. The City and Town shall mutually determine an annual fee for the cost of the provision of these services. Any unresolved issues regarding performance of or

payment for services will be referred to the City Manager of the City and the Mayor of the Town or his/her designee who will meet in an attempt to resolve the issues for which there may be disagreement. If no resolution by the Town Administrator and City Manager is reached within one month, the dispute resolution procedures of Article VI will apply.

3.04 Processing of Applications, Building Inspections.

The processing and review of applications, building inspections and related services for which a fee is charged shall be performed, and fees charged for such services, in the manner described in Article II.

3.05 Joint Services.

Economic development and general land use planning not specifically related to site development, shall be provided jointly by the Town and the City. Both parties will use their own resources to encourage economically viable development in the Rooney Valley. All information regarding proposed developments in the Rooney Valley will be promptly shared with each party and, under the policy guidance of the Project Management Team, the Town and the City will determine whether development incentive arrangements are appropriate. The Project Management Team will assist an Owner as necessary and appropriate and will initiate the land use planning and development procedures described in Article II of this Agreement. As between the Town and the City, there will be no reimbursement or Revenue sharing for the cost of these services. Nothing herein shall preclude the Town and the City from seeking reimbursement from an Owner for the cost of providing certain services.

3.06 Other Services.

All other services which may be provided by either municipality, such as general administrative services, legal services, park and recreation services, liquor and other licenses, code enforcement, animal control, prosecution and judicial services, shall be provided by each municipality at its sole cost within its own jurisdiction. The Town or the City may contract with others for such services, but the cost of, responsibility, and fees or other charges for such services shall remain with each municipality and the parties recognize that the type and level of such services may differ in each municipality.

3.07 Supervision and Delegation of Authority.

The Town and City shall each be responsible for the employment, compensation, training and supervision of their own employees. To implement some services, however, the Town and the City may take such further action as may be necessary to delegate authority to the other to carry out the specified responsibilities.

ARTICLE IV.

REVENUE SHARING

4.01 Revenue Sharing.

1. Multiple-Fiscal Year Agreement of Town. This Agreement shall constitute a multiple-fiscal year agreement of the Town to share Net Sales and Use Tax Revenue with the City as approved by the electors of the Town on November 2, 1999 pursuant to the provisions of Article X, Section 20 of the Colorado Constitution. The Town shall share Net Sales and Use Tax Revenues with the City in accordance with the procedures described in this Article IV.

The Board of Trustees of the Town agrees not to take any action, without the express written consent of the City, to reduce the rate or base of any tax which is subject to sharing with the City, unless and only to the extent the Town is required by state law or home rule charter to do so.

2. Year-to-Year Agreement of City. The City has not held an election to authorize a multiple-fiscal year agreement with the Town pursuant to Article X, Section 20 of the Colorado Constitution and, therefore, the financial obligations of the City herein are subject to annual approval and appropriation by the City Council of the City. Subject to such annual approval and appropriation by the City Council of the City, the City shall share Net Sales and Use Tax Revenues with the Town in accordance with the procedures described in this Article IV.

The City Council of the City agrees not take any action, without the express written consent of the Town, to reduce the rate or base of any tax which is subject to sharing with the Town, unless and only to the extent the City is required by state law or home rule charter to do so.

3. Determination and Sharing of Revenues. The Town and City agree that sixty percent (60%) of Revenues collected will be used by the collecting municipality for the provision of general services provided by the collecting municipality including police service. The Town and City agree that ten percent (10%) of Revenues collected will be used by the Town or the City as appropriate for the purposes of servicing the residential uses within the Valley. It is the intent of the parties that this 10% shall be remitted to each jurisdiction in proportion to the fraction of the total number of residential units located within each jurisdiction. For example, if 50% of the total units are in the Town and 50% in the City, the 10% of Revenues would be divided evenly. The Town and City further agree that the remaining thirty percent (30% of Revenues) will be considered Shared Revenues and will be shared equally. Although the City's authority to share with the Town the City's Revenues derived from that property in the Rooney Valley which is within the City is subject to an annual appropriation by the City Council, it is the present intent of the City to maintain and continue the cooperation and sharing of Revenue described in this Agreement.

a. Dispersal of Revenues. Subject only to an annual appropriation by the City, the City shall annually distribute to the Town fifty percent (50%) of all Shared Revenues collected within the Rooney Valley plus the required portion of the ten percent of revenues dedicated to residential services. The Town shall annually distribute to the City fifty percent (50%) of all Shared Revenues collected within the Rooney Valley plus the required portion of the ten percent of revenues dedicated to residential services. Disbursements by the Town and the City to the other party shall take place no later than June 30 of the calendar year subsequent to the year in which the Net Sales and Use Tax Revenues were collected.

b. Example. By way of illustration and not limitation, the following chart demonstrates an example of the revenue sharing contemplated by this Agreement:

- Total Rooney Valley City Revenue collected in FY 2015: \$ _____.
- Total Rooney Valley Town Revenue collected in FY 2015: \$ _____.
- Total Shared Revenues in the Town (30%): \$ _____.
- Total Shared Revenues in the City (30%): \$ _____.
- City retains 60% of Total Revenue: \$ _____.

- Town retains 60% of Total Revenue: \$_____.
- Town shares 15% of Revenue with the City: \$_____.
- City shares 15% of Revenue with the Town: \$_____.
- 10% of Shared Revenues divided in proportion to location of residential units:
 - City share: \$_____ [using 50% units in each jurisdiction as example]
 - Town share: \$_____.

c. Record Keeping. The City and Town shall each maintain complete and accurate records sufficient to determine the amount of Revenues received from the Rooney Valley during each calendar year. On or before June 30th of each year throughout the term of this agreement, the City and the Town will each deliver to the other an audited statement of the amount of City Revenues or Town Revenues, as the case may be, received from that portion of the Rooney Valley located within the City and the Town, respectively, for the prior year.

4. Owner Agreements. The Town and the City may also enter into Owner Agreements and agree to remit not more than fifty percent (50%) of Shared Revenues from a specific Project to the Owner of such Project to assist in paying Public Improvement Costs or Public-Related Improvement Costs incurred by such Owner. If the Town and the City cannot agree on whether to enter into an Owner Agreement or the amount of assistance to provide, either the Town or the City may make a written demand upon the other to provide, and the other shall then be required to provide, up to twenty percent (20%) of its portion of Shared Revenues to an Owner for a period of up to twenty (20) years to assist in paying for Public Improvement Costs or Public-Related Improvement Costs, provided the municipality making the demand provides at least as much of its Shared Revenues for such purposes and time period. Nothing in this Agreement shall prevent the Town or the City from sharing additional amounts of its portion of the Shared Revenues with one or more Owners, provided such sharing shall not reduce the amount of Shared Revenues to be remitted to the other party as provided herein.

5. Nonappropriation by City. For any year in which the City fails or determines not to make an appropriation prior to December 31st of such year to remit Shared Revenues to the Town, the Town shall be relieved of its obligation to remit any Town Revenues to the City during the following year. Following the occurrence of a City Event of Nonappropriation, the City may cure such Event of Nonappropriation by appropriating and remitting to the Town an amount equal to the City Revenues which would have been so remitted but for the Event of Nonappropriation and the Town shall then remit to the City any Town Revenues which were not remitted pursuant to the provisions of this Section 4.01.5 and the provisions of this Article IV relating to the sharing of Revenues shall be fully reinstated. Following the second and any subsequent City Event of Nonappropriation, however, the City's right to cure and reinstate the sharing of Revenues or the provision of Municipal Services by the City in the Town, as the case may be, shall only be with the consent of the Town. In addition, for any year in which a City Event of Nonappropriation has occurred and is continuing, the Town shall be entitled to appoint a fourth member to the Rooney Valley Zoning Commission.

6. Subsequent Elections. In the event the electors of the City authorize the City to share Revenues with the Town and/or one or more Owners, then the parties will modify this Agreement to reflect such absolute commitment and remove the Event of Nonappropriation consequences which would no longer be applicable.

10. City May Defer Receipt of Revenue. In order to comply with the revenue and spending limitations of Article X, Section 20 of the Colorado Constitution, the City may defer receipt of all or part of the Shared Revenues to be remitted to the City and request that such Shared Revenues be held by the Town until the City requests that all or part of such amounts be remitted to the City. Any Revenue by the Town at the request of the City shall be invested and shall be credited to the City if and when remitted to the City.

4.02 Audit Rights

The City and the Town shall cause to be prepared, kept, and maintained, suitable financial records and other books and accounts as may be necessary to determine the amount of Revenues received and collected, and the amount to be remitted and shared pursuant to this Agreement. All such records, books, and accounts shall be maintained for a period of not less than six years after the date such Revenues should have been collected and shall be made available for inspection and audit at any time by either party to this Agreement.

ARTICLE V.

PUBLIC IMPROVEMENTS

5.01 Determination of Necessary Public Improvements.

The parties recognize and agree that the scope of Public Improvements and Public-Related Improvements (collectively herein, the "Improvements") necessary to serve any Project has not been and cannot be fully determined until additional planning, engineering and design work relating to a specific Project has been completed. If the Improvements will be located entirely within the City and serve a Project which is located entirely within the City, then the Public Improvements Agreement may be with only the City and the required collateral to assure satisfactory completion of such Public Improvements may be for the benefit of only the City. If the Improvements will be located entirely within the Town and serve a Project which is located entirely within the Town, then the Public Improvements Agreement may be with only the Town and the required collateral to assure satisfactory completion of such Public Improvements may be for the benefit of only the Town. Otherwise, if the Improvements serve a Project located within both the Town and the City, the Public Improvements Agreement shall be entered into by both the Town and the City and the collateral provided to assure satisfactory completion of such Improvements shall be for the benefit of and enforceable by both the Town and the City. The Public Improvement Costs for Improvements to serve the Project shall be the sole responsibility of the Owner or a District. Notwithstanding any ordinances or other regulations of the City or the Town to the contrary, the City and the Town shall not be obligated to share in any Public Improvements Costs. An Owner may use any portion of the Shared Revenues that may be allocated to the Owner pursuant to an Owner Agreement to pay Public Improvement Costs and any Public-Related Improvement Costs authorized by such Owner Agreement. To the extent such Public Improvement Costs and Public-Related Improvement Costs exceed the amount of any Shared Revenues paid to the Owner, the Owner shall nonetheless be responsible to pay such Public Improvement Costs and Public-Related Improvement Costs. With respect to Improvements that will be located both within the City and the Town, if the City and the Town determine that Public Improvements beyond those provided by an Owner or a District are necessary or desirable, the Town and the City may agree to provide or obtain such Public Improvements and pay or assess the cost thereof according to any lawful means. Otherwise, the determination of the degree, if any, to which an Owner may be permitted to use any portion of the Shared Revenues shall be solely the determination of the jurisdiction in which the Improvements are located.

5.02 Construction of Public Improvements and Public –Related Improvements.

The Owner or a District shall be required to construct, acquire or otherwise provide, all Public Improvements and Public-Related to serve the Owner’s development. Although the City and the Town have the obligation to operate, maintain, repair, replace and reconstruct Public Improvements that have been dedicated to and accepted by the City or the Town, Districts and utility providers may require other Public Improvements, Public-Related Improvements and/or utilities for the development of a Project, including, but not limited to, other transportation, drainage, water, sanitary sewer, gas, electricity, telephone, cable television, and ditch improvements, and the relocation of certain of such existing improvements or facilities. Owners shall be required to construct, acquire or otherwise provide such Public Improvements, Public-Related Improvements and/or public utilities as may be required by such Districts or utility providers and to coordinate its efforts in doing so with the City and the Town. Except for those Public Improvements and Public-Related Improvements dedicated to a District or utility provider and for which such District or utility provider assumes maintenance responsibility, after Public Improvements have been accepted by the City or the Town, such Public Improvements will be maintained either by the City or the Town as part of the Municipal Services provided pursuant to Article III. Such Public Improvements shall be constructed in accordance with applicable City or Town standards pursuant to this Agreement. Any land owned by an Owner which is necessary to provide easements or rights-of-way for Public Improvements or Public-Related Improvements shall be required to be donated or dedicated by the Owner at no cost to either the City, the Town or any District or utility.

ARTICLE VI.

ENFORCEMENT AND RESOLUTION OF DISPUTES

6.01 Enforcement.

Pursuant to the provisions of C.R.S. Section § 24-20-105(2)(g), the City and the Town shall each have standing to enforce terms of this Agreement. Such enforcement may be through an action for specific performance or injunctive relief or for any other remedy available at law or in equity and shall be brought pursuant to the provisions of Section 7.02 below.

6.02 Alternative Dispute Resolution.

To the extent permitted by law and except for those circumstances described in subsection 2.05.7, should any dispute arise regarding the interpretation or implementation of this Agreement, or in connection with any covenant, obligation or act to be performed under this Agreement, or should any continuing event of default exist, the parties agree that such disputes and/or continuing events of default shall be resolved in the following manner:

1. The City and the Town shall continue in good faith to attempt to resolve such dispute or cure such continuing event of default for a period of not less than fifteen (15) days following the identification by either party and written notice to the other party of the existence of a dispute or a continuing event of default.

2. In the event such dispute is not resolved or such continuing event of default is not cured within the fifteen (15) day period set forth above, the City and the Town shall employ a mutually acceptable professional mediator to assist them in resolving the dispute or curing the event of default, and shall bear the fees and costs of such mediator equally among them. Such mediation efforts shall be pursued for not

less than thirty (30) days.

3. In the event the dispute or the continuing event of default is not resolved by mediation within the thirty (30) day period set forth above, the parties shall submit the dispute to a mutually acceptable professional arbitrator, in accordance with the rules of the American Arbitration Association then in effect, to finally resolve the dispute. The arbitrator shall have authority to impose all available remedies at law or in equity, including but not limited to, specific performance, injunctive relief and damages. The arbitrator may, in his or her discretion, allocate the fees and costs of the arbitration, including attorneys' fees, equitably among the parties. The award or decision made or rendered by the arbitrator shall be final and binding upon the parties.

Alternative Dispute Resolution shall not be employed in such a manner as to constitute a delegation of the City Council's or Town Board's legislative authority or the Joint Project Review Committee's quasi-judicial responsibility.

ARTICLE VII

MISCELLANEOUS

7.01 Term of Agreement.

The term of this Agreement shall be perpetual.

7.02 Recordation of Agreement.

This agreement and any amendments thereto shall be recorded by the Clerk of the City with the Clerk and Recorder of Jefferson County, Colorado. Although this agreement has been authorized and executed following published notice and public hearing by each municipality, the Town and the City may prepare a memorandum of this Agreement for recording or take other steps to provide notice to Owners of the existence of this Agreement.

7.04 Legal Challenge and Defense of Agreement.

In the event of any legal challenge by a third party to the validity or enforceability of any provision of this Agreement, the parties agree to cooperate in the defense of such challenge and to bear their own cost and attorneys' fees. During the pendency of any such legal challenge, through and including a Final Court Action, the parties agree to abide by and carry out all of the terms of this Agreement.

7.05 Notices.

Any notice, request, payment, consent, approval, demand or other communication required or permitted hereby shall be in writing and shall be deemed to have been given when personally delivered or when deposited in the United States Postal Service, certified, return receipt requested, postage prepaid,

properly addressed to the persons to whom such notice is intended to be given at their respective addresses as follows:

If to the City: City of Lakewood
 480 South Allison Parkway
 Lakewood, Colorado 80226-3105
 Attention: City Manager

If to the Town: Town of Morrison
 321 Highway 8
 Morrison, Colorado 80465
 Attn: Town Administrator

7.06 Governing Law.

This Agreement shall be governed by the laws of the State of Colorado. To the extent any of the specific statutes, ordinances or regulations referred to herein are amended, the successor provisions shall apply following written approval by both parties.

7.07 No Third Party Beneficiaries

Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any Owner. Absolutely no third party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

7.08 Severability.

Except as expressly provided for elsewhere in this Agreement, should any provision of this Agreement be held in a Final Court Action to be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality or enforceability of any other provision of this Agreement. Furthermore, if a material provision of this Agreement is held invalid, illegal or unenforceable, the parties hereto agree to renegotiate that provision to be a valid, legal and enforceable provision which reflects as closely as possible the original intent of the parties hereto as expressed herein with respect to the subject matter of that provision.

7.09 Entire Agreement –Amendments.

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, among the parties hereto on this subject, specifically including the previous Intergovernmental Agreement between the parties dated May 5, 2000.. This Agreement may be amended only by written agreement among the parties with the Town acting pursuant to Town Board authorization and the City acting pursuant to City Council authorization. Exhibit A to this Agreement is incorporated herein by this reference, as fully as if included in the body hereof.

SIGNATURES

EXHIBIT A

Map of Rooney valley with Identified jurisdictional lines
[Attached]

DRAFT

EXHIBIT B

Lakewood Zoning Ordinance

Article , Title 17

Per Section 2.02.B.

[Attached]

DRAFT

**BOARD OF TRUSTEES
TOWN OF MORRISON, COLORADO**

RESOLUTION NO. 2016-_____

A RESOLUTION ADOPTING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MORRISON AND THE CITY OF LAKEWOOD CONCERNING THE ROONEY VALLEY

WHEREAS, the Town of Morrison ("Town") and the City of Lakewood (City") are empowered pursuant to CRS 29-20-105 to jointly develop and adopt a mutually binding and enforceable comprehensive development plan for areas within their jurisdictions, and to act by intergovernmental agreement to for those purposes; and

WHEREAS, pursuant to these authorities, on May 1, 2000, the Town and the City previously entered into an intergovernmental agreement for joint planning and development of the Rooney Valley, which lies within the incorporated areas of the Town and the City (the "2000 IGA"), and

WHEREAS, the Town and the City have developed amendments to the IGA, which are designed to amend and replace the 2000 IGA with a new IGA (the "2016 IGA"); and

WHEREAS, the Morrison Planning Commission has reviewed the 2016IGA and has recommended its approval, and

WHEREAS, the Board of Trustees believes it in the best interest of the Town that the 2016IGA be adopted,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF Morrison, COLORADO:

Section 1. The 2000 Intergovernmental Agreement between the Town of Morrison and the City of Lakewood concerning the Rooney Valley is hereby amended and replaced with the attached 2016 IGA, which is hereby adopted.

Section 2. This Resolution shall take effect immediately upon adoption by the Board of Trustees and signature by the Mayor.

INTRODUCED, READ, PASSED AND ADOPTED this ____ day of _____ 2016, by a vote of ___ ayes and ___ nays.

TOWN OF MORRISON BOARD OF TRUSTEES

By _____
Sean Forey, Mayor

ATTEST:

Charla Bryant, Town Clerk

EXHIBIT A
2016 iga
[ATTACHED]

TOWN OF MORRISON
BOARD OF TRUSTEES REGULAR MEETING
March 15, 2016
Board Action Form

SUBJECT: The Morrison Holiday Bar turned in an application for a Modification of Premises for the liquor license.

PROCEDURE: Call the Morrison Liquor License Authority to order.

- Staff and the Attorney have reviewed the application for completeness.
- The Board can ask questions of the applicant.

TOWN ATTORNEY REVIEW: YES NO

MOTION:

1. Motion to approve the Modification of Premises for DYK, Inc. d/b/a Morrison Holiday Bar.
2. Motion to approve the Modification of Premises for DYK, Inc. d/b/a Morrison Holiday Bar with the following conditions....
3. Motion to deny the Modification of Premises for DYK, Inc. d/b/a Morrison Holiday Bar.

Close the Morrison Liquor License Authority.

INSTRUCTION SHEET

FOR ALL SECTIONS, COMPLETE QUESTIONS 1-4 LOCATED ON PAGE 1

Section A

To Register or Change Managers, check the appropriate box in section A and complete question 8 on page 4. Proceed to the Oath of Applicant for signature (Please note: Hotel, Restaurant, and Tavern licensees are required to register their managers).

Section B

For a Duplicate license, be sure to include the liquor license number in section B on page 1 and proceed to page 4 for Oath of Applicant signature.

Section C

Check the appropriate box in section C and proceed below.

- 1) *For a Retail Warehouse Storage Permit*, go to page 3 complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 2) *For a Wholesale Branch House Permit*, go to page 3 and complete question 5 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 3) *To Change Trade Name or Corporation Name*, go to page 3 and complete question 6 (be sure to check the appropriate box). Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 4) *To modify Premise*, go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 5) *For Optional Premises or Related Facilities* go to page 4 and complete question 9. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.
- 6) *To Change Location*, go to page 3 and complete question 7. Submit the necessary information and proceed to page 4 for Oath of Applicant signature.

STORAGE PERMIT	<p>5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit</p> <p><input type="checkbox"/> Retail Warehouse Permit for:</p> <p style="margin-left: 20px;"><input type="checkbox"/> On-Premises Licensee (Taverns, Restaurants etc.)</p> <p style="margin-left: 20px;"><input type="checkbox"/> Off-Premises Licensee (Liquor stores)</p> <p><input type="checkbox"/> Wholesalers Branch House Permit</p> <p>Address of storage premise: _____</p> <p>City _____, County _____, Zip _____</p> <p>Attach a deed/ lease or rental agreement for the storage premises. Attach a detailed diagram of the storage premises.</p>								
CHANGE TRADE NAME OR CORPORATE NAME	<p>6. Change of Trade Name or Corporation Name</p> <p><input type="checkbox"/> Change of Trade name / DBA only</p> <p><input type="checkbox"/> Corporate Name Change (Attach the following supporting documents)</p> <p style="margin-left: 20px;">1. Certificate of Amendment filed with the Secretary of State, or</p> <p style="margin-left: 20px;">2. Statement of Change filed with the Secretary of State, <u>and</u></p> <p style="margin-left: 20px;">3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Old Trade Name</td> <td style="width: 50%;">New Trade Name</td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> <tr> <td>Old Corporate Name</td> <td>New Corporate Name</td> </tr> <tr> <td style="height: 20px;"> </td> <td> </td> </tr> </table>	Old Trade Name	New Trade Name			Old Corporate Name	New Corporate Name		
Old Trade Name	New Trade Name								
Old Corporate Name	New Corporate Name								
CHANGE OF LOCATION	<p>7. Change of Location</p> <p>NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of \$750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.</p> <p>Date filed with Local Authority _____ Date of Hearing _____</p> <p>(a) Address of current premises _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ Zip _____</p> <p>(c) New mailing address if applicable.</p> <p style="margin-left: 20px;">Address _____</p> <p style="margin-left: 20px;">City _____ County _____ State _____ Zip _____</p> <p>(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.</p>								

CHANGE OF MANAGER	<p>8. Change of Manager or to Register the Manager of a Tavern or a Hotel and Restaurant liquor license.</p> <p>(a) Change of Manager (attach Individual History DR 8404-I H/R and Tavern only)</p> <p>Former manager's name _____</p> <p>New manager's name _____</p> <p>(b) Date of Employment _____</p> <p>Has manager ever managed a liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Does manager have a financial interest in any other liquor licensed establishment?..... Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and location of establishment _____</p>
--------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

MODIFY PREMISES OR ADDITION OF OPTIONAL PREMISES OR RELATED FACILITY	<p>9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility</p> <p>NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.</p> <p>(a) Describe change proposed <u>Addition of 1,500 soft roof deck patio over rear of the bar</u></p> <p>_____</p> <p>_____</p> <p>(b) If the modification is temporary, when will the proposed change:</p> <p>Start _____ (mo/day/year) End _____ (mo/day/year)</p> <p>NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS \$300.00</p> <p>(c) Will the proposed change result in the licensed premises now being located within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?</p> <p>(If yes, explain in detail and describe any exemptions that apply) Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>(d) Is the proposed change in compliance with local building and zoning laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>(e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?</p> <p>..... Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.</p> <p>(g) Attach any existing lease that is revised due to the modification.</p>
-----------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

OATH OF APPLICANT

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

Signature 	Title <u>President</u>	Date <u>2/12/16</u>
-----------------------------------------------------------------------------------------------	------------------------	---------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY / COUNTY)

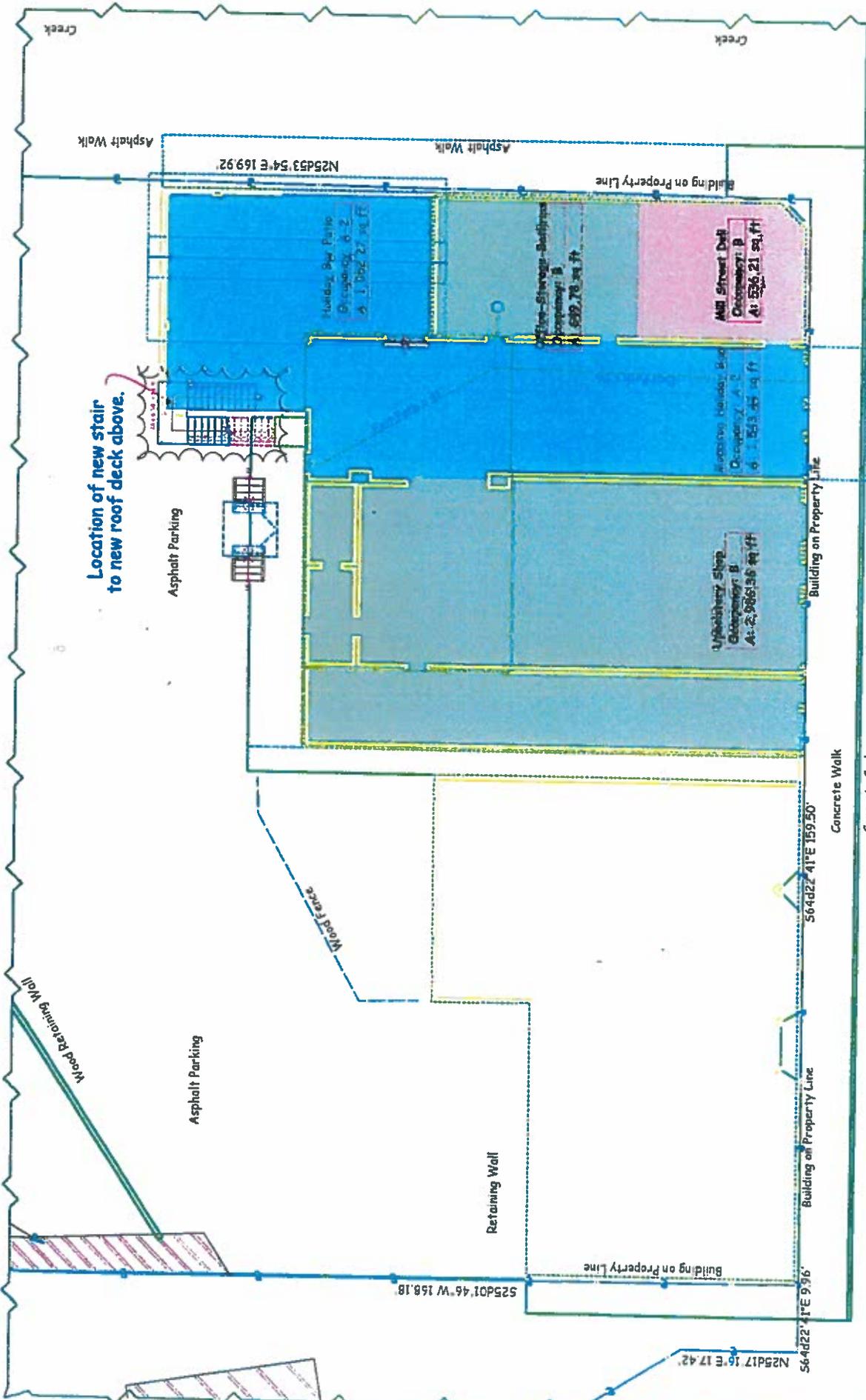
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority (City or County)	Date filed with Local Authority
Signature	Title
	Date

REPORT OF STATE LICENSING AUTHORITY

The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

Signature	Title	Date
-----------	-------	------



Location of new stair to new roof deck above.

Morrison Holiday Bar
 403 Highway 74
 Morrison, CO 80465
 3/1/16 A-1

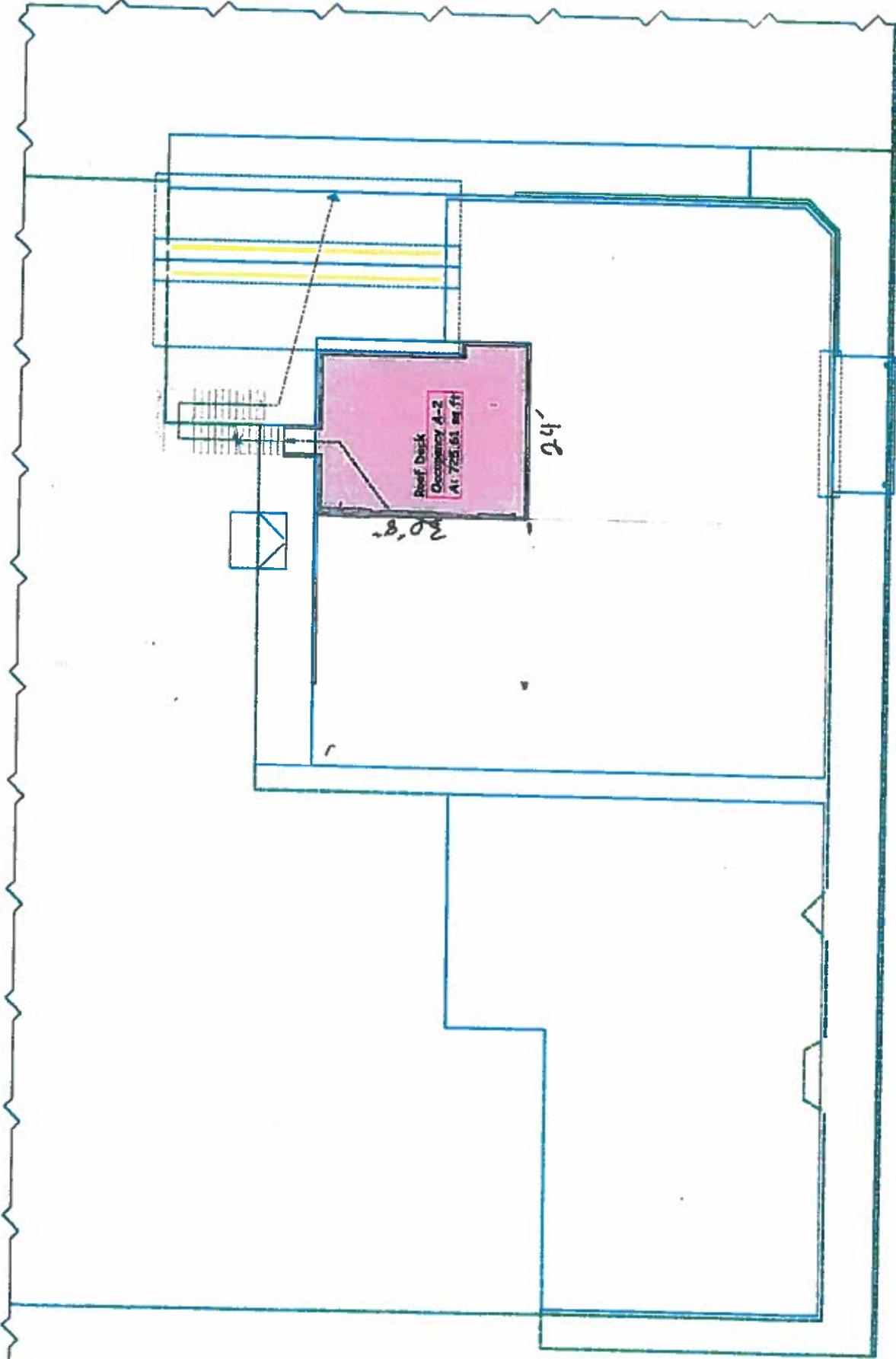
BEAR CREEK AVENUE

Site Plan

1" = 20'

by: Paul Adams, AIA LEED AP 720-956-1643 o.

Earth and Sky Architecture



Morrison Holiday Bar
 403 Highway 74
 Morrison, CO 80465
 3/1/16 A-2

Site Plan + Deck
 1" = 20'

by: Paul Adams, AIA LEED AP 720-956-1643 o.



Code Analysis for the Morrison Holiday Bar, Morrison, Colorado

The Project includes adding a roof deck for bar patrons and a staircase to access the roof deck.

Property Description:

401-417 Bear Creek Avenue, Morrison and 109 Mill Street, Morrison
S.E. ¼, Section 35, T4S, R70W, 6th P.M., County of Jefferson, State of
Colorado. Also known as 403 Bear Creek Avenue.

Jurisdiction: Town of Morrison

2009 International Building Code
2009 International Energy Conservation Code
2009 International Fire Code
2009 International Fuel Gas Code
2009 International Mechanical Code
2009 International Plumbing Code
2011 National Electrical Code

Code Analysis:

Zoning: CT: Commercial Transition
Construction Type: Type III-B
Occupancy Classification: Group A-2 & B
Height of building: 19'-4" (+/-)
Number of stories: One story.
Occupant Load: 60

Gross Area in square feet:

A-2 Occupancy (Existing)

1543 sq.ft. Bar conditioned space/15 sq.ft./person = 103 people
1052 sq.ft. Outdoor patio area/15 sq.ft. /person = 71 people

A-2 Occupancy (New Work).

726 sq.ft. Roof deck area/15 sq.ft. /person = 49 people
3321 square feet, Total A-2 Space 223 people

B Occupancy

536 sq.ft. Deli / 100 sq.ft./person = 6 people
650 sq.ft. Office/storage/bathrooms /100 sq.ft. /person = 7 people
1186 sq.ft. , Total B Space 13 people

Building Totals:

4507 sq.ft. 240 People Total

Allowable Building Area: 19,000 sq.ft.

Building does not have a sprinkler system.

Plumbing Fixtures:

Overall Occupant Load:	WC	Urinal	Lav.	Mop Sink
------------------------	----	--------	------	----------

Required:

120 Men	1	2	2	
<u>120 Women</u>	3		2	

Total: 240 People

<u>Total Required:</u>	4	2	4	0	1
<u>Total Provided:</u>	?	?	?	0	1

**TOWN OF MORRISON
BOARD OF TRUSTEES REGULAR MEETING
March 15, 2016
Board Action Form**

SUBJECT: Promote Morrison (ProMo) turned in an application for a Special Event Permit.

PROCEDURE: Call the Morrison Liquor License Authority to order.

- The Board can ask questions of the applicant.

TOWN ATTORNEY REVIEW: YES NO

MOTION:

1. Motion to approve the Application for a Special Events Permit for ProMo.
2. Motion to approve the Application for a Special Events Permit ProMo with the following conditions....
3. Motion to deny the Application for a Special Events Permit for ProMo.

Close the Liquor Licensing Authority.

APPLICATION FOR A SPECIAL EVENTS PERMIT

Department Use Only

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY	LIQUOR PERMIT NUMBER
2170 <input type="checkbox"/> FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY	

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE Promote Morrison aka ProMo	State Sales Tax Number (Required)
-----------------------------------------------------------------------------------------------	-----------------------------------

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (include street, city/town and ZIP) 321 Highway 8 Morrison, CO 80465	3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (include street, city/town and ZIP) Alley between Mill Street and Market Street Morrison, CO 80465
-----------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Angela Bernhardt	04/11/78	121 Stone Street, Morrison, CO 80465	407-212-6729
5. EVENT MANAGER Angela Bernhardt	04/11/78	121 Stone Street, Morrison, CO 80465	407-212-6729

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES HOW MANY DAYS? _____	7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES TO WHOM? _____
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------

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

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

Date	Date	Date	Date	Date
Hours From	Hours From	Hours From	Hours From	Hours From
To	To	To	To	To
May 7, 2016				
From 10:00 a .m.				
To 12:00a .m.				

OATH OF APPLICANT

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

SIGNATURE 	TITLE President	DATE 2/26/2016
---------------	---------------------------	--------------------------

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

THEREFORE, THIS APPLICATION IS APPROVED.

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

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

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

APPLICATION INFORMATION AND CHECKLIST

THE FOLLOWING SUPPORTING DOCUMENTS MUST BE ATTACHED TO THIS APPLICATION FOR A PERMIT TO BE ISSUED:

- Appropriate fee.
- Diagram of the area to be licensed (not larger than 8 1/2" X 11" reflecting bars, walls, partitions, ingress, egress and dimensions.
Note: If the event is to be held outside, please submit evidence of intended control, i.e., fencing, ropes, barriers, etc.
- Copy of deed, lease, or written permission of owner for use of the premises.
- Certificate of good corporate standing (NONPROFIT) issued by Secretary of State within last two years; or
- If not incorporated, a NONPROFIT charter; or
- If a political Candidate, attach copies of reports and statements that were filed with the Secretary of State.

- APPLICATION MUST FIRST BE SUBMITTED TO THE LOCAL LICENSING AUTHORITY (CITY OR COUNTY) AT LEAST THIRTY (30) DAYS PRIOR TO THE EVENT.
- THE PREMISES TO BE LICENSED MUST BE POSTED AT LEAST TEN (10) DAYS BEFORE A HEARING CAN BE HELD. (12-48-106 C.R.S.)
- AN APPROVED APPLICATION MUST BE RECEIVED BY THE LIQUOR ENFORCEMENT DIVISION AT LEAST TEN (10) DAYS PRIOR TO THE EVENT.
- CHECK PAYABLE TO THE COLORADO DEPARTMENT OF REVENUE

(12-48-102 C.R.S.)

A Special Event Permit issued under this article may be issued to an organization, whether or not presently licensed under Articles 46 and 47 of this title, which has been incorporated under the laws of this state for the purpose of a social, fraternal, patriotic, political or athletic nature, and not for pecuniary gain or which is a regularly chartered branch, lodge or chapter of a national organization or society organized for such purposes and being non profit in nature, or which is a regularly established religious or philanthropic institution, and to any political candidate who has filed the necessary reports and statements with the Secretary of State pursuant to Article 45 of Title 1, C.R.S. A Special Event permit may be issued to any municipality owning arts facilities at which productions or performances of an artistic or cultural nature are presented for use at such facilities.

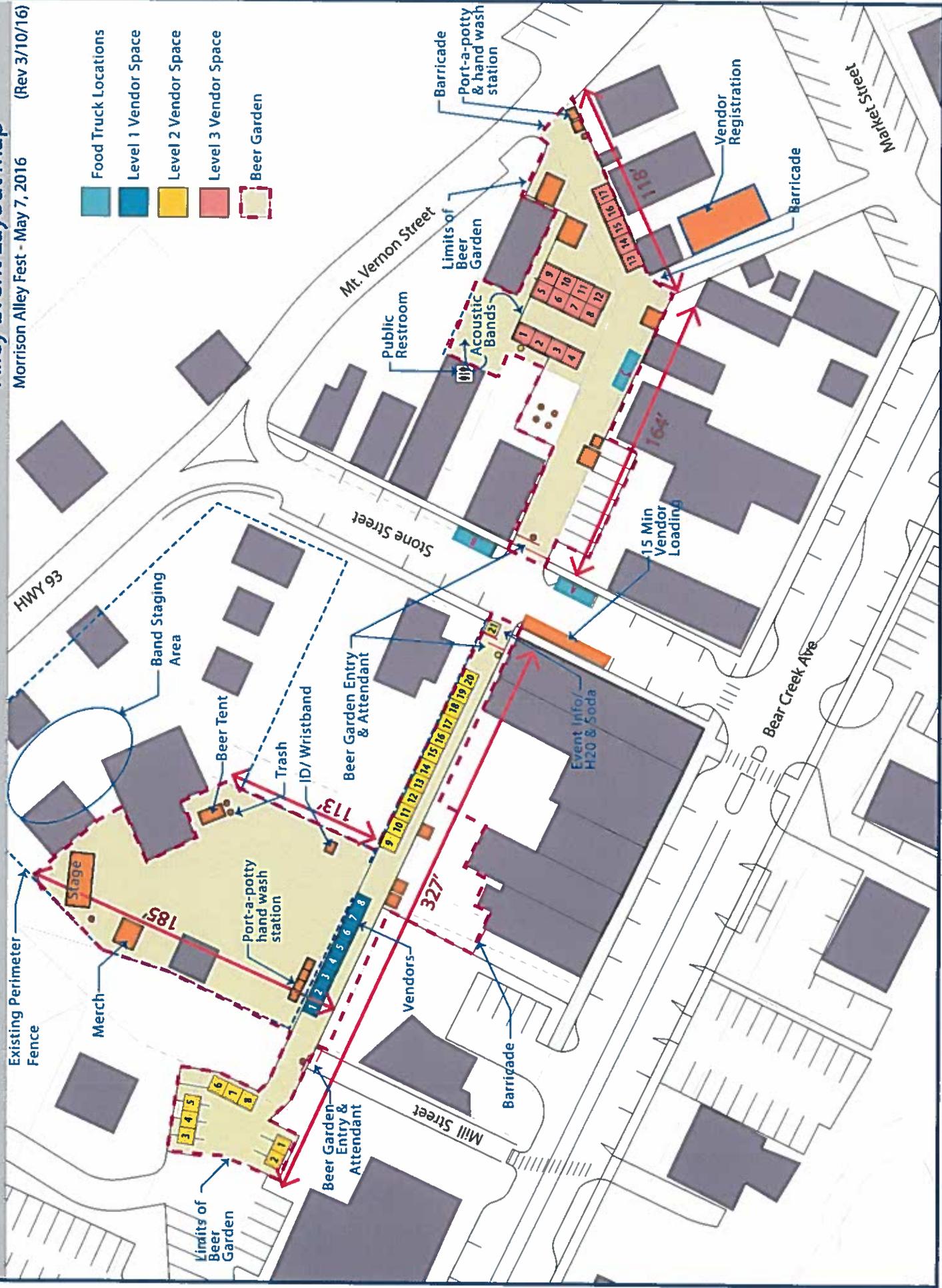
If an event is cancelled, the application fees and the day(s) are forfeited.

Alley Event Layout Map

Morrison Alley Fest - May 7, 2016

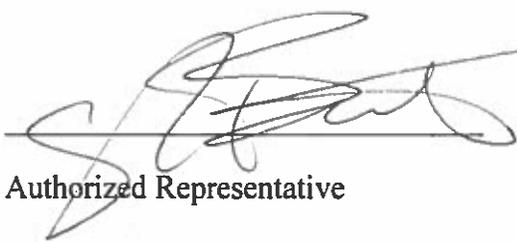
(Rev 3/10/16)

- Food Truck Locations
- Level 1 Vendor Space
- Level 2 Vendor Space
- Level 3 Vendor Space
- Beer Garden



Consent to Use Property

Angele Bernhardt, as an authorized representative of the Cliff House Lodge, owners representative of property at 121 Stone Street, Morrison, Colorado, 80465, grants the Town of Morrison, Promote Morrison and their contractors, agents, officers, employees and invitees, permission to use so much of the Property as shown on attachment A for a public event, the Morrison Alley Fest and Beer Garden, on May 3, 2016 from 10:00 a.m. to 12:00 p.m. Alcohol may be sold, served and consumed within the area approved in the Special Event Permit issued by the Town of Morrison.



Authorized Representative

3/3/16
Date

TOWN OF MORRISON
BOARD OF TRUSTEES REGULAR MEETING
March 15, 2016
Board Action Form

SUBJECT: Apply for grant to purchase a street sweeper or continue to use a company to sweep the Town.

BACKGROUND: DRCOG has grants available for street sweepers. DeWayne has been shopping for a sweeper for about a year now. The latest is that he found a fairly new sweeper for around \$65,000. We have been hiring a company for the past couple of years to sweep the streets. They have been sweeping 2-3 times at about \$1000 per time. Please let me know if you think the Town might be interested in purchasing a sweeper or continue using an outside company.

TOWN OF MORRISON
BOARD OF TRUSTEES REGULAR MEETING
March 15, 2016
Board Action Form

1. SUBJECT: Adopt the resolution designation the Town Clerk as the Election Official.

PROCEDURE: Adopt Resolution.

TOWN ATTORNEY REVIEW: [] YES [x] NO

MOTION: Motion to adopt Resolution 2016-03, a resolution designating the Town Clerk as the Election Official to appoint election judges.

**TOWN OF MORRISON
BOARD OF TRUSTEES**

RESOLUTION NO. 2016-03

**A RESOLUTION DESIGNATING THE TOWN CLERK AS THE ELECTION
OFFICIAL AND AUTHORIZING THE ELECTION OFFICIAL TO APPOINT
ELECTION JUDGES**

WHEREAS, the Board of Trustees desires to appoint the Town Clerk as the Election Official for the Town of Morrison; and

WHEREAS, Section 31-10-401 C.R.S. provides that the Board of Trustees may delegate to the Town Clerk the authority and responsibility to appoint judges for the election.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES
OF THE TOWN OF MORRISON, COLORADO:**

Section 1. The Town Clerk is hereby appointed as the Election Official for the Town of Morrison.

Section 2. The Town Clerk in her capacity as Election Official for the Town of Morrison is hereby authorized to appoint election judges and take all other steps necessary for Town of Morrison municipal elections.

INTRODUCED, READ, PASSED, AND ADOPTED by the Board of Trustees on March 15, 2016, by a vote of ___ ayes and ___ nays.

TOWN OF MORRISON

Sean Forey, Mayor

ATTEST:

Charla D Bryant, Town Clerk

Kara Zabilansky

From: Steve Good <stephenlgood@yahoo.com>
Sent: Friday, February 26, 2016 11:58 AM
To: Kara Zabilansky
Subject: Red Rocks Denver Historic Landmark District Designation

Dear Ms. Zabilansky:

Thanks for meeting with me yesterday.

As a representative of Friends of Red Rocks, I'm participating in a working group convened to examine the possibility of creating a Denver Historic Landmark District for all (or part) of Red Rocks Park and CCC Camp.

The group includes representatives of Denver City Council, Theaters and Arenas, Parks and Recreation, and others.

As you know, Red Rocks Park and CCC Camp were designated a National Historic Landmark last year. That designation does not have the review powers that Denver Landmark Preservation Commission designation (with design guidelines) would bring.

One of our members wondered if landmarking the entire Park would be of any concern to Morrison. As you know, the Park extends north of the highway, and south (the CCC Camp) of Bear Creek.

If you have no such concerns, a letter to that effect would be welcome.

Designation would create a new level of review within the Park for projects that would alter any character-defining features, or add improvements like structures or parking lots, etc. Any such proposed changes would be subject to public hearings held by the Denver Landmark Preservation Commission. Landmark designation would not affect or cover the operations of Theaters and Arenas at the Amphitheater.

Please let me know if you have any further questions about this.

Sincerely,

Steve Good
Friends of Red Rocks
303=946-3545

Steve Good
Friends of Red Rocks



Jefferson County, Colorado
Planning & Zoning Division

1/31/12 Plan-Zone CDHDM

100 Jefferson County Parkway, Suite 3550, Golden, Colorado 80419-3550
☎ 303.271.8700 • Fax 303.271.8744 • http://planning.jeffco.us

VACATION OF RIGHTS-OF-WAY

15-125938VA

APPLICANTS

Applicant 1 SEAN AND CELESTE FOREY owners				Applicant 3			
Street 308 -310-312 SPRING STREET				Street			
City MORRISON		State CO	ZIP 80465	City		State	ZIP
phone 303-697-0331		FAX		phone		FAX	
E-mail seanforey@me.com				E-mail			
Applicant 2 home address: 201 MILL STREET				Representative			
Street P.O. BOX 1185				Street			
City MORRISON		State CO	ZIP 80465	City		State	ZIP
phone		FAX		phone		FAX	
E-mail				E-mail			

REASONS FOR VACATION REQUEST

Please state your reason(s) for seeking vacation of county right-of-way:

Three dwelling units on one parcel are not legal within Town of Morrison limits; in order to subdivide the parcel into three legal lots, the Town ordinances require the property to have a minimum of 1 ACRE. The lawn area and driveways are not within the Town limits, so the appeal to the County is to vacate un-used portions of the Spring Street right of way. The street and the wooden-decked-bridge are being maintained by the Town of Morrison.

The addition of 5408 square feet from the VACATION will add to the existing property for a total area of 1.0 ACRES, when annexed into the Town.

✓ I hereby give permission for county staff, county board members or county contractors to enter upon my property for the purposes of site inspection.

Applicant 1 Signature 	Date 10-26-15	Applicant 3 Signature	Date
Applicant 2 Signature 	Date Oct. 26, 2015	Representative Signature	Date

STAFF ONLY

Initial Review Submittal Requirements:

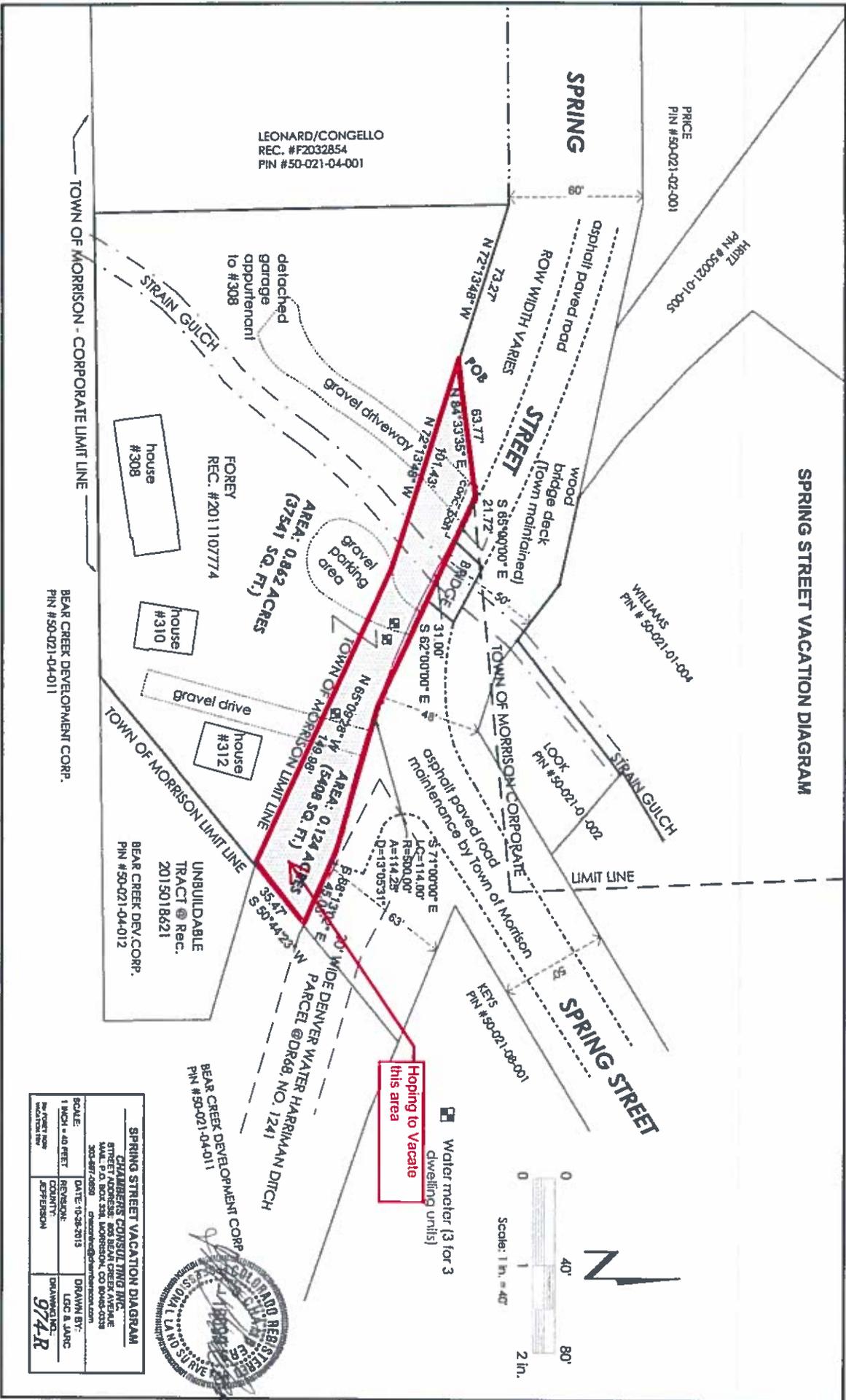
Staff will complete this portion of the application form prior to initial review. The applicant(s) is responsible for providing the required information for the initial review.

- Completed application form
- Fee(s): *Make checks payable to Jefferson County Treasurer*
 - Application fee
 - Referral agency fee
 - Outside agency referral fee
- Cover letter that provides a brief explanation of the proposal
- Graphic showing the right-of-way areas proposed for vacation
- Survey (which may include boundary staking in the field)
- Legal description
- Boundary closure sheet
- Construction plans
- Exhibit A
- Traffic information: *N/A*
 - Traffic analysis
 - Traffic study (Minor)
 - Traffic study (Major)
- Deeds / Easements / Agreements:

- Phase III Drainage report
- Geologic and Geotechnical report
- Landscape plan
- Vegetation preservation plans
- Property mergers

☛ See Section 4 of the Land Development Regulation for submittal requirements and Section 13 for processing requirements

SPRING STREET VACATION DIAGRAM



SPRING STREET VACATION DIAGRAM
 CHAMBERS CONSULTING INC.
 STREET ADDRESS: 608 BEAR CREEK AVENUE
 MAIL: P.O. BOX 538, MORRISON, CO 80465-0538
 303.687.0800 chambers@chambersconsulting.com

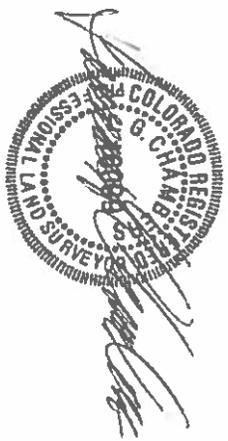
DATE: 10-24-2015 DRAWN BY: LDC & JANG
 REVISION: COUNTY: JEFFERSON DRAWING NO.: 974R



To Whom It May Concern:
From: L.G. "Gus" Chambers, PLS
Chambers Consulting Inc.
Date: October 27, 2015
Subject: Peimimeter Legal Description for SPRING VACATION (10-27-2015):

A portion of the Spring Street Right of Way (ROW) as shown on the plat of MORRISON, Book 1, Page 14, in the N½ of the NE¼ of Section 2, T5S, R70W of the 6th P.M., more particularly described as follows:

Beginning at a point on the northeasterly line of that property described at Reception No. 2011107774, of the Jefferson County records, which point is on the Town of Morrison Corporate Limit line, from which the NW corner of said property bears N 72°13'48" W, along the said Limit line, 73.27'; thence N 84°33'35" E, along said Limit line, 63.77'; thence S 65°00'00" E, departing said Limit line, 21.72'; thence S 62°00'00" E 31.00' to a point of curve; thence along a curve to the left having a central angle of 13°05'31", a radius of 500.00', a length of 114.25' and a long chord which bears S 71°00'00" E 114.00'; thence S 68°13'02" E 45.05'; thence S 50°44'23" W 35.47' to the NE corner of said property and a point on the said Limit line; thence N 65°09'28" W, along said northeasterly line and Limit line, 149.98'; thence N 72°13'48" W, along said northeasterly line and Limit line, 101.43' to the Point of Beginning, containing 5408 Square Feet (0.124 Acres), County of Jefferson, State of Colorado.



Year 2014 - Court Revenue Received

Month	Citations			Fee Summary
January		651		\$96,833.00
February		665		\$82,989.75
March		837		\$99,972.66
April		837		\$99,368.25
May		782		\$103,539.25
June		987		\$115,439.75
July		956		\$127,460.00
August		848		\$133,157.66
September		1055		\$118,590.50
October		874		\$123,933.97
November		667		\$137,814.86
December		561		\$103,591.00
		9720		\$1,342,690.65

Year 2015 - Court Revenue Received

Month	Citations			Fee Summary
January		519		\$70,088.75
February		559		\$75,043.32
March		819		\$95,173.75
April		728		\$101,742.75
May		836		\$111,813.00
June		957		\$120,746.50
July		961		\$140,837.00
August		864		\$124,959.25
September		826		\$120,776.75
October		861		\$120,754.00
November		607		\$99,390.25
December		549		\$83,090.00
		9086		\$1,264,415.32

Year 2016 - Court Revenue Received

Month	Citations			Fee Summary
January		787		\$97,058.25
February		688		\$106,354.25
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

TOWN OF MORRISON SALES TAX REVENUES

	2009	2010	2011	2012	2013	2014	2015	2016
January	\$23,028.48	\$21,904.00	\$25,544.53	\$30,854.11	\$28,216.67	\$39,158.70	\$45,740.62	\$54,855.04
February	\$26,564.51	\$24,630.87	\$26,698.28	\$33,885.75	\$43,800.73	\$37,040.24	\$47,288.25	
March	\$30,426.18	\$24,466.80	\$43,610.07	\$48,973.36	\$37,691.56	\$50,203.25	\$47,727.29	
April	\$29,440.16	\$33,554.42	\$38,112.21	\$42,498.66	\$44,777.06	\$61,706.62	\$46,774.18	
May	\$37,870.84	\$35,976.00	\$44,300.31	\$35,680.05	\$61,781.41	\$61,545.26	\$57,014.09	
June	\$41,167.38	\$44,051.00	\$62,165.57	\$65,059.98	\$74,675.87	\$82,292.34	\$66,549.55	
July	\$44,536.86	\$45,881.00	\$72,627.97	\$65,118.76	\$72,638.44	\$80,597.37	\$98,810.41	
August	\$41,769.08	\$60,605.04	\$63,607.49	\$59,925.78	\$58,618.90	\$76,198.47	\$92,191.59	
September	\$32,557.97	\$46,625.12	\$54,922.13	\$60,723.43	\$59,987.16	\$61,775.08	\$79,584.73	
October	\$28,200.00	\$42,230.39	\$54,715.24	\$44,457.88	\$50,287.24	\$53,101.38	\$66,638.82	
November	\$49,802.08	\$30,231.92	\$37,935.19	\$62,076.79	\$38,051.48	\$51,812.51	\$63,808.98	
December	\$21,121.00	\$33,929.18	\$35,627.96	\$53,040.74	\$60,970.14	\$60,179.62	\$49,619.70	
Total	\$406,484.54	\$444,085.74	\$559,866.95	\$602,295.29	\$631,496.66	\$715,610.84	\$761,748.21	\$54,855.04
Budget	\$473,000.00	\$382,590.00	\$383,000.00	\$480,000.00	\$480,000.00	\$620,000.00	\$644,000.00	\$630,000.00
Budget Variance	-\$66,515.46	\$61,495.74	\$176,866.95	\$122,295.29	\$151,496.66	\$95,610.84	\$117,748.21	(\$575,144.96)
% of Budget	85.94%	116.07%	146.18%	125.48%	131.56%	115.42%	118.28%	8.71%

TOWN OF MORRISON
 COMBINED CASH INVESTMENT
 FEBRUARY 29, 2016

COMBINED CASH ACCOUNTS

01-10230	PETTY CASH	500.00
01-10250	CHECKING ACCOUNT	92,238.02
01-10270	MONEY MARKET	1,472,160.56
01-10780	UTILITY CLEARING	(993.18)
01-10800	XPRESS BILL PAY ACCOUNT	32,240.41
01-10801	XPRESS BILL PAY CLEARING ACCOU	17,654.25
		<hr/>
	TOTAL COMBINED CASH	1,613,800.06
01-10100	CASH ALLOCATED TO OTHER FUNDS	(1,613,800.06)
		<hr/>
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	1,486,066.62
20	ALLOCATION TO UTILITY FUND	127,733.44
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,613,800.06
	ALLOCATION FROM COMBINED CASH FUND - 01-10100	(1,613,800.06)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

TOWN OF MORRISON
BALANCE SHEET
FEBRUARY 29, 2016

GENERAL FUND

ASSETS

10-10100	CASH-COMBINED FUND	1,486,066.62	
10-10210	GENERAL FUND	1,527,009.30	
10-10300	SALES TAX - RESTRICTED	256,213.57	
10-10450	CONSERVATION TRUST BANK ACCOUN	55,628.99	
10-10500	PAY PAL ACCOUNT	8,173.74	
10-12000	ACCOUNTS RECEIVABLE	730.30	
10-12040	A/R - STATE TAXES	92,258.49	
10-12100	A/R OTHER	2,417.52	
10-12450	A/R PROPERTY TAXES	35,356.00	
10-13990	DUE FROM OTHER FUNDS	546,862.57	
	TOTAL ASSETS		4,010,717.10

LIABILITIES AND EQUITY

LIABILITIES

10-20000	ACCOUNTS PAYABLE	7,438.67	
10-20050	A/P - OTHER	1,965.45	
10-22050	DEFERRED TAXES	35,355.82	
10-25300	SALARIES & WAGES PAYABLE	46,490.23	
10-25310	FEDERAL PAYROLL TAXES	14,762.76	
10-25320	STATE WITHHOLDING	2,580.00	
10-25330	STATE UNEMPLOYMENT	1,475.93	
10-25340	GARNISHMENTS	374.45	
10-25345	401K LOAN PAYBACK	533.48	
10-25350	AFLAC	544.43	
10-25360	401(K) PENSION	3,325.12	
10-25365	DEFERRED COMPENSATION	177.27	
10-25370	INSURANCE PAYABLE	(44,711.55)	
10-25390	ACCRUED VACATION AND SICK LEAV	34,078.94	
10-25393	ACCRUED WAGES	3,440.85	
	TOTAL LIABILITIES		107,831.85

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:			
10-29100	NET ASSETS	1,810,635.66	
10-29200	EMERGENCY RESERVE FUND	283,126.32	
10-29300	RESERVE FOR PARKS/OPEN SPACE	38,037.60	
10-29550	RETAINED EARNINGS	1,817,673.40	
	REVENUE OVER EXPENDITURES - YTD	(46,587.73)	
	BALANCE - CURRENT DATE		3,902,885.25
	TOTAL FUND EQUITY		3,902,885.25
	TOTAL LIABILITIES AND EQUITY		4,010,717.10

TOWN OF MORRISON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PY ACTUAL	PERIOD ACT	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>TAXES</u>						
10-31-100 CIGARETTE TAXES	752.95	366.65	749.24	4,000.00	3,250.76	18.7
10-31-105 FRANCHISE TAX	3,463.27	3,128.49	6,568.00	33,000.00	26,432.00	19.9
10-31-110 PROPERTY TAXES	1,875.29	.00	114.93	36,560.00	36,445.07	.3
10-31-115 HIGHWAY USERS TAX	1,633.82	815.95	1,623.32	10,000.00	8,376.68	16.2
10-31-120 MOTOR VEHICLE USE TAX	1,784.53	106.87	2,464.13	15,000.00	12,535.87	16.4
10-31-125 OPEN SPACE SALES TAX	2,152.78	1,208.59	2,221.06	10,000.00	7,778.94	22.2
10-31-130 SALES TAX - MORRISON	89,593.71	39,695.76	90,784.95	510,000.00	419,215.05	17.8
10-31-135 MOTOR VEHICLE OWNERSHIP TAX	945.71	99.00	611.34	5,000.00	4,388.66	12.2
10-31-140 CONSTRUCTION USE TAX	531.57	.00	.00	5,000.00	5,000.00	.0
10-31-150 GENERAL USE TAX	392.00	1,865.05	3,215.67	25,000.00	21,784.33	12.9
TOTAL TAXES	103,125.63	47,286.36	108,352.64	653,560.00	545,207.36	16.6
<u>LICENSES & PERMITS</u>						
10-32-200 BUILDING PERMITS	637.50	2,488.75	2,780.93	5,000.00	2,219.07	55.6
10-32-205 BUSINESS LICENSES	559.37	327.79	487.79	3,000.00	2,512.21	16.3
10-32-210 LIQUOR LICENSES	1,110.00	.00	.00	2,500.00	2,500.00	.0
10-32-215 MISCELLANEOUS LICENSES	365.00	.00	.00	1,500.00	1,500.00	.0
10-32-220 MISCELLANEOUS PERMITS	250.00	.00	.00	250.00	250.00	.0
10-32-225 SIGN PERMITS	50.00	30.00	80.00	500.00	420.00	16.0
10-32-230 LAND DEVELOPMENT PERMIT	.00	.00	.00	1,000.00	1,000.00	.0
TOTAL LICENSES & PERMITS	2,971.87	2,846.54	3,348.72	13,750.00	10,401.28	24.4
<u>INTERGOVERNMENTAL</u>						
10-33-400 CONSERVATION TRUST/LOTTERY	.00	.00	.00	4,000.00	4,000.00	.0
10-33-405 GRANTS	.00	3,301.37	3,301.37	79,000.00	75,698.63	4.2
10-33-410 ROAD AND BRIDGE	111.66	.00	233.97	5,000.00	4,766.03	4.7
10-33-420 OTHER INTERGOVERNMENT REVENUE	1,260.00	.00	.00	10,000.00	10,000.00	.0
TOTAL INTERGOVERNMENTAL	1,148.34	3,301.37	3,535.34	98,000.00	94,464.66	3.6
<u>CHARGES FOR SERVICES</u>						
10-34-505 MOTOR VEHICLE REGISTRATION FEE	226.50	498.76	624.76	1,200.00	575.24	52.1
10-34-510 PLAN CHECK FEES	.00	.00	.00	3,000.00	3,000.00	.0
10-34-515 PLANNING AND ZONING FEES	190.00	.00	.00	1,000.00	1,000.00	.0
10-34-520 POLICE TICKET SURCHARGE	15,644.18	10,740.00	20,570.38	130,000.00	109,429.62	15.8
10-34-525 TRAFFIC CONTROL FEES	.00	.00	.00	120,000.00	120,000.00	.0
TOTAL CHARGES FOR SERVICES	16,060.68	11,238.76	21,195.14	255,200.00	234,004.86	8.3

TOWN OF MORRISON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	<u>PY ACTUAL</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>
<u>FINES & FORFEITURES</u>						
10-35-600 COURT FINES	139,201.07	96,614.25	179,842.12	850,000.00	670,157.88	21.2
10-35-610 MISCELLANEOUS COURT REVENUE	67.50	.00	.00	4,000.00	4,000.00	.0
10-35-615 PARKING TICKET REVENUE	.00	.00	25.00	1,000.00	975.00	2.5
TOTAL FINES & FORFEITURES	139,268.57	96,614.25	179,867.12	855,000.00	675,132.88	21.0
<u>OTHER REVENUE</u>						
10-36-700 FEES/SALES/GIFTS-MNHM	9,705.49	5,854.20	11,524.33	115,631.00	104,106.67	10.0
10-36-705 MISCELLANEOUS SERVICE REVENUE	596.00	280.25	309.75	2,500.00	2,190.25	12.4
10-36-805 DEPOSITS ON DEV.	12,050.00	.00	.00	3,000.00	3,000.00	0
10-36-815 EARNINGS ON DEPOSITS	740.97	404.10	955.11	5,000.00	4,044.89	19.1
10-36-825 POLICE DONATION	.00	.00	.00	10,000.00	10,000.00	.0
10-36-835 ALLEY FEST	15.00	.00	.00	.00	.00	.0
TOTAL OTHER REVENUE	992.54	6,538.55	12,789.19	136,131.00	123,341.81	9.4
TOTAL FUND REVENUE	259,285.87	167,825.83	329,088.15	2,011,641.00	1,682,552.85	16.4

TOWN OF MORRISON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PY ACTUAL	PERIOD ACT	YTD ACTUAL	BUDGET	UNEXPENDE	PCNT
CAPITAL PROJECTS - GF						
10-40-901 GARAGE/STORAGE BUILDING	71,162.01	.00	.00	.00	.00	.0
10-40-904 DOWNTOWN IMPROVEMENT/URBAN DES	.00	.00	.00	20,000.00	20,000.00	.0
10-40-905 POLICE VEHICLE	59,965.92	.00	7,857.00	90,000.00	82,143.00	8.7
10-40-906 SOUTH PLANNING AREA	1,190.00	.00	.00	.00	.00	.0
10-40-907 ROONEY VALLEY MASTERPLAN	10,687.50	3,239.50	3,239.50	64,000.00	60,760.50	5.1
10-40-909 MUSEUM CABIN REPAIR AND BALCON	.00	.00	20,000.00	42,250.00	22,250.00	47.3
10-40-910 STREETS, GROUNDS & BUILDINGS	341.02	8,188.34	13,438.34	110,000.00	96,561.66	12.2
10-40-911 COMPUTER UPGRADES	.00	3,648.00	3,648.00	32,000.00	28,352.00	11.4
10-40-912 REDESIGN POLICE DEPT/TOWN OFFI	.00	.00	.00	10,000.00	10,000.00	.0
TOTAL CAPITAL PROJECTS - GF	143,346.45	15,075.84	48,182.84	368,250.00	320,067.16	13.1
ADMIN						
10-50-100 SALARIES & WAGES	22,166.93	9,675.15	23,937.49	145,000.00	121,062.51	16.5
10-50-105 PAYROLL TAXES	1,662.14	719.43	1,778.87	12,000.00	10,221.13	14.8
10-50-110 EMPLOYEE BENEFITS	3,359.17	1,551.41	3,247.03	20,000.00	16,752.97	16.2
10-50-115 WORKER'S COMPENSATION INS-CIRS	219.33	.00	219.34	1,000.00	780.66	21.9
10-50-200 OUTSIDE SERVICES	1,357.95	403.01	508.01	10,000.00	9,491.99	5.1
10-50-205 POSTAGE	196.00	85.91	85.91	1,500.00	1,414.09	5.7
10-50-210 PRINTING AND DUPLICATION	172.95	304.95	304.95	2,500.00	2,195.05	12.2
10-50-215 TELEPHONE/INTERNET	106.65	294.42	294.42	2,000.00	1,705.58	14.7
10-50-225 TRAVEL AND MEETINGS	16.34	.00	.00	1,000.00	1,000.00	.0
10-50-300 ACCOUNTING SERVICES	3,377.96	5,421.58	5,421.58	30,000.00	24,578.42	18.1
10-50-305 BANK FEES	234.85	82.59	151.02	1,200.00	1,048.98	12.6
10-50-340 DUES/MEMBERSHIP	33.56	.00	.00	3,500.00	3,500.00	.0
10-50-345 EDUCATION AND TRAINING	.00	.00	.00	7,500.00	7,500.00	.0
10-50-350 EQUIPMENT RENTAL	.00	.00	.00	500.00	500.00	.0
10-50-370 REPAIR AND MAINTENANCE	.00	.00	.00	1,000.00	1,000.00	.0
10-50-375 UTILITIES	345.74	143.99	143.99	2,000.00	1,856.01	7.2
10-50-380 LEGAL SERVICES	.00	2,055.75	2,055.75	20,000.00	17,944.25	10.3
10-50-385 MARKETING/EVENT CONTRIBUTIONS	100.00	.00	.00	6,000.00	6,000.00	.0
10-50-386 WEBSITE	.00	.00	.00	7,000.00	7,000.00	.0
10-50-387 PUBLICATION	500.00	27.33	27.33	3,500.00	3,472.67	.8
10-50-395 OFFICE SUPPLIES	687.93	322.80	335.73	4,500.00	4,164.27	7.5
10-50-397 OPERATING SUPPLIES	1,144.11	242.91	242.91	3,500.00	3,257.09	6.9
10-50-800 COUNTY TREASURER'S FEES	36.92	.00	2.26	1,200.00	1,197.74	.2
10-50-900 EQUIPMENT PURCHASE	.00	.00	.00	5,000.00	5,000.00	.0
TOTAL ADMIN	35,718.53	21,331.23	38,756.59	291,400.00	252,643.41	13.3

TOWN OF MORRISON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PY ACTUAL	PERIOD ACT	YTD ACTUAL	BUDGET	UNEXPENDE	PCNT
<u>BOARD OF TRUSTEES</u>						
10-55-115 WORKER'S COMPENSATION INS-CIRS	7,137.00	.00	6,966.00	7,500.00	514.00	93.2
10-55-200 OUTSIDE SERVICES	3,100.00	.00	.00	2,500.00	2,500.00	.0
10-55-210 PRINTING AND DUPLICATION	.00	.00	.00	200.00	200.00	.0
10-55-215 TELEPHONE	.00	.00	.00	500.00	500.00	.0
10-55-225 TRAVEL AND MEETINGS	.00	.00	.00	500.00	500.00	.0
10-55-310 CONTRIBUTIONS TO ORGANIZATIONS	.00	.00	.00	300.00	300.00	.0
10-55-340 DUES/MEMBERSHIP	(22.47)	600.00	634.48	1,500.00	865.52	42.3
10-55-345 EDUCATION AND TRAINING	.00	.00	.00	7,000.00	7,000.00	.0
10-55-380 LEGAL SERVICES	.00	1,260.00	1,260.00	20,000.00	18,740.00	6.3
10-55-385 MARKETING/EVENT CONTRIBUTIONS	.00	200.00	200.00	5,000.00	4,800.00	4.0
10-55-397 OPERATING SUPPLIES	.00	200.08	200.08	500.00	299.92	40.0
10-55-900 EQUIPMENT PURCHASE	.00	294.35	294.35	500.00	205.65	58.9
TOTAL BOARD OF TRUSTEES	10,214.53	2,554.43	9,574.91	46,000.00	36,425.09	20.8
<u>BUILDING INSPECTION</u>						
10-60-200 OUTSIDE SERVICES	.00	.00	.00	10,000.00	10,000.00	.0
10-60-210 PRINTING AND DUPLICATION	.00	.00	.00	500.00	500.00	.0
10-60-380 LEGAL SERVICES	.00	.00	.00	3,000.00	3,000.00	.0
TOTAL BUILDING INSPECTION	.00	.00	.00	13,500.00	13,500.00	.0
<u>ELECTION</u>						
10-65-200 OUTSIDE SERVICES	.00	.00	.00	1,000.00	1,000.00	.0
10-65-210 PRINTING AND DUPLICATION	.00	.00	.00	1,000.00	1,000.00	.0
10-65-380 LEGAL SERVICES	.00	70.00	70.00	2,000.00	1,930.00	3.5
10-65-395 OFFICE SUPPLIES	.00	.00	.00	500.00	500.00	.0
TOTAL ELECTION	.00	70.00	70.00	4,500.00	4,430.00	1.6

TOWN OF MORRISON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PY ACTUAL	PERIOD ACT	YTD ACTUAL	BUDGET	UNEXPENDE	PCNT
<u>COURT</u>						
10-70-100 SALARIES & WAGES	15,965.61	6,725.78	18,347.49	85,000.00	68,652.51	21.6
10-70-105 PAYROLL TAXES	1,152.91	494.75	1,356.05	7,500.00	6,143.95	18.1
10-70-110 EMPLOYEE BENEFITS	2,490.23	1,008.19	3,025.55	13,000.00	9,974.45	23.3
10-70-115 WORKER'S COMPENSATION INS-CIRS	219.33	.00	219.00	500.00	281.00	43.8
10-70-200 OUTSIDE SERVICES	1,018.00	1,830.68	1,944.68	12,000.00	10,055.32	16.2
10-70-205 POSTAGE	100.00	85.91	85.91	1,200.00	1,114.09	7.2
10-70-210 PRINTING AND DUPLICATION	139.88	.00	.00	800.00	800.00	.0
10-70-215 TELEPHONE/INTERNET	100.45	150.25	150.25	1,400.00	1,249.75	10.7
10-70-225 TRAVEL AND MEETINGS	.00	.00	.00	1,000.00	1,000.00	.0
10-70-305 BANK FEES	2,257.40	1,349.23	2,515.18	18,000.00	15,484.82	14.0
10-70-340 DUES/MEMBERSHIP	20.00	.00	155.00	200.00	45.00	77.5
10-70-345 EDUCATION AND TRAINING	.00	.00	.00	1,000.00	1,000.00	.0
10-70-375 UTILITIES	115.24	143.99	143.99	1,000.00	856.01	14.4
10-70-380 LEGAL SERVICES	.00	1,226.25	1,226.25	10,000.00	8,773.75	12.3
10-70-395 OFFICE SUPPLIES	174.33	263.43	282.83	2,500.00	2,217.17	11.3
10-70-397 OPERATING SUPPLIES	1,662.53	74.67	74.67	4,000.00	3,925.33	1.9
10-70-900 EQUIPMENT PURCHASE	4,042.02	.00	.00	5,000.00	5,000.00	.0
TOTAL COURT	29,457.93	13,353.13	29,526.85	164,100.00	134,573.15	18.0
<u>PLANNING</u>						
10-75-200 OUTSIDE SERVICES	478.38	.00	.00	4,000.00	4,000.00	.0
10-75-214 DEVELOPER RETAINAGE EXPENSES	.00	350.00	350.00	5,000.00	4,650.00	7.0
10-75-216 RED ROCKS CENTRE	.00	696.25	696.25	.00	696.25	.0
10-75-218 JPRC	35.20	481.25	481.25	5,000.00	4,518.75	9.6
10-75-225 TRAVEL AND MEETINGS	.00	.00	.00	250.00	250.00	.0
10-75-345 EDUCATION AND TRAINING	.00	.00	.00	500.00	500.00	.0
10-75-380 LEGAL SERVICES	.00	883.75	883.75	6,500.00	5,616.25	13.6
10-75-410 ENGINEERING SERVICES	.00	.00	.00	5,000.00	5,000.00	.0
10-75-415 PLANNING AND ZONING SERVICES	2,000.00	3,726.50	3,726.50	25,000.00	21,273.50	14.9
TOTAL PLANNING	2,513.58	6,137.75	6,137.75	51,250.00	45,112.25	12.0

TOWN OF MORRISON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PY ACTUAL	PERIOD ACT	YTD ACTUAL	BUDGET	UNEXPENDE	PCNT
POLICE						
10-80-100 SALARIES & WAGES	69,647.72	42,719.58	93,088.98	515,924.00	422,835.02	18.0
10-80-101 SPECIAL OFFICER WAGES	226.52	2,405.69	2,029.51	120,000.00	117,970.49	1.7
10-80-102 PARKING ENFORCEMENT WAGES	.00	.00	.00	5,000.00	5,000.00	.0
10-80-105 PAYROLL TAXES	5,383.31	2,990.84	7,102.13	53,000.00	45,897.87	13.4
10-80-110 EMPLOYEE BENEFITS	6,611.33	5,114.86	9,349.59	54,050.00	44,700.41	17.3
10-80-115 WORKER'S COMPENSATION INS-CIRSA	21,099.00	.00	21,420.00	34,500.00	13,080.00	62.1
10-80-200 OUTSIDE SERVICES	753.00	364.16	469.16	7,000.00	6,530.84	6.7
10-80-205 POSTAGE	100.00	92.86	92.86	200.00	107.14	46.4
10-80-210 PRINTING AND DUPLICATION	546.19	.00	.00	6,000.00	6,000.00	.0
10-80-215 TELEPHONE/INTERNET	163.48	150.25	150.25	6,500.00	6,349.75	2.3
10-80-340 DUES/MEMBERSHIP	438.39	100.00	100.00	1,000.00	900.00	10.0
10-80-345 EDU., TRAINING & EQUIP. SURCHAR	233.92	1,258.69	1,258.69	50,000.00	48,741.31	2.5
10-80-355 INSURANCE CIRSA	40,354.01	39.00	40,667.00	59,512.00	18,845.00	68.3
10-80-360 GAS, OIL, AND VEHICLE REPAIR	6,326.25	2,214.46	2,214.46	70,000.00	67,785.54	3.2
10-80-370 REPAIR AND MAINTENANCE	261.01	145.80	145.80	4,000.00	3,854.20	3.7
10-80-375 UTILITIES	.00	287.98	287.98	2,200.00	1,912.02	13.1
10-80-380 LEGAL SERVICES	.00	.00	.00	4,000.00	4,000.00	.0
10-80-391 PARKING TICKET EXPENSE	.00	.00	.00	1,000.00	1,000.00	.0
10-80-395 OFFICE SUPPLIES	803.83	1,012.05	1,012.05	7,000.00	5,987.95	14.5
10-80-397 OPERATING SUPPLIES	179.90	774.36	774.36	9,000.00	8,225.64	8.6
10-80-605 ORDINANCE, FIREARMS SUPPLIES	.00	.00	.00	3,500.00	3,500.00	.0
10-80-610 HAZARDOUS WASTE AUTHORITY	183.13	.00	.00	500.00	500.00	.0
10-80-615 ANIMAL CONTROL	.00	.00	.00	1,000.00	1,000.00	.0
10-80-625 DONATION EXP	.00	.00	.00	10,000.00	10,000.00	.0
10-80-700 JEFFCO INTERNET	690.99	2,554.14	11,368.23	14,000.00	25,368.23	(81.2)
10-80-900 EQUIPMENT PURCHASE	.00	7,922.00	.00	15,000.00	15,000.00	.0
10-80-915 CAPITAL EXPENDITURES	53,431.18	.00	.00	.00	.00	.0
TOTAL POLICE	207,053.36	65,335.34	168,794.59	1,053,886.00	885,091.41	16.0

TOWN OF MORRISON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	PY ACTUAL	PERIOD ACT	YTD ACTUAL	BUDGET	UNEXPENDE	PCNT
PUBLIC WORKS						
10-85-100 SALARIES & WAGES	12,206.39	10,583.26	23,829.56	120,000.00	96,170.44	19.9
10-85-105 PAYROLL TAXES	929.59	807.92	1,821.11	12,000.00	10,178.89	15.2
10-85-110 EMPLOYEE BENEFITS	304.67	1,085.89	2,227.66	15,000.00	12,772.34	14.9
10-85-115 WORKER'S COMPENSATION INS-CIRS	4,981.00	.00	4,284.00	8,000.00	3,716.00	53.6
10-85-200 OUTSIDE SERVICES	2,732.97	1,397.87	1,397.87	15,000.00	13,602.13	9.3
10-85-212 SPECIAL PROJECTS EXPENSE	3,392.80	.00	.00	.00	.00	.0
10-85-215 TELEPHONE/INTERNET	112.90	8.12	8.12	2,000.00	1,991.88	.4
10-85-220 TRASH REMOVAL - SG&B	347.69	.00	.00	6,000.00	6,000.00	.0
10-85-340 DUES/MEMBERSHIP	.00	.00	187.00	90.00	97.00	207.8
10-85-350 EQUIPMENT RENTAL	.00	.00	.00	2,000.00	2,000.00	.0
10-85-355 INSURANCE CIRSA	9,460.00	.00	9,821.00	14,000.00	4,179.00	70.2
10-85-360 GAS, OIL, AND VEHICLE REPAIR	1,444.76	139.83	139.83	7,500.00	7,360.17	1.9
10-85-365 BUILDING AND REPAIR MATERIALS	3,179.00	1,570.49	2,720.49	15,000.00	12,279.51	18.1
10-85-370 REPAIR AND MAINTENANCE	(10.93)	90.00	90.00	8,000.00	7,910.00	1.1
10-85-375 UTILITIES	727.63	597.57	597.57	25,000.00	24,402.43	2.4
10-85-380 LEGAL SERVICES	280.00	131.25	131.25	10,000.00	9,868.75	1.3
10-85-397 OPERATING SUPPLIES	203.98	1,228.03	1,228.03	8,500.00	7,271.97	14.5
10-85-410 ENGINEERING SERVICES	.00	.00	.00	8,500.00	8,500.00	.0
10-85-702 STREETS, REPAIRS & MAINTENANCE	66.92	.00	.00	20,000.00	20,000.00	.0
TOTAL PUBLIC WORKS	40,359.37	17,640.23	48,483.49	296,590.00	248,106.51	16.4
HISTORY MUSEUM						
10-90-100 SALARIES & WAGES	11,970.91	6,025.60	15,121.36	75,000.00	59,878.64	20.2
10-90-105 PAYROLL TAXES	925.91	452.40	1,135.39	6,500.00	5,364.61	17.5
10-90-110 EMPLOYEE BENEFITS	1,305.20	1,744.92	3,587.45	12,000.00	8,412.55	29.9
10-90-115 WORKER'S COMPENSATION INS-CIRS	219.33	.00	219.66	.00	219.66	.0
10-90-200 OUTSIDE SERVICES	722.00	.00	72.00	500.00	428.00	14.4
10-90-205 POSTAGE	.00	.00	.00	200.00	200.00	.0
10-90-210 PRINTING AND DUPLICATION	500.00	.00	.00	1,000.00	1,000.00	.0
10-90-211 GRANT EXPENSE	(262.42)	.00	.00	.00	.00	.0
10-90-215 TELEPHONE	108.29	.00	.00	1,800.00	1,800.00	.0
10-90-225 TRAVEL AND MEETINGS	.00	.00	.00	100.00	100.00	.0
10-90-305 BANK FEES	304.88	206.55	341.27	1,800.00	1,458.73	19.0
10-90-340 DUES/MEMBERSHIP	.00	520.00	520.00	200.00	320.00	260.0
10-90-345 EDUCATION AND TRAINING	.00	.00	.00	200.00	200.00	.0
10-90-358 INVENTORY - EXPENSE	990.73	4,032.05	4,032.05	20,000.00	15,967.95	20.2
10-90-365 BUILDING AND REPAIR MATERIALS	.00	.00	.00	500.00	500.00	.0
10-90-370 REPAIR AND MAINTENANCE	.00	.00	.00	500.00	500.00	.0
10-90-375 UTILITIES	425.89	298.73	298.73	4,000.00	3,701.27	7.5
10-90-380 LEGAL SERVICES	.00	.00	.00	500.00	500.00	.0
10-90-386 WEBSITE	.00	.00	.00	650.00	650.00	.0
10-90-387 ADVERTISING	500.00	480.00	480.00	8,327.00	7,847.00	5.8
10-90-395 OFFICE SUPPLIES	376.97	330.97	333.47	2,500.00	2,166.53	13.3
10-90-397 OPERATING SUPPLIES	1,243.56	7.48	7.48	3,600.00	3,592.52	.2
10-90-805 SALES TAX - EXPENSE	660.00	.00	.00	1,000.00	1,000.00	.0
TOTAL HISTORY MUSEUM	19,991.25	14,098.70	26,148.86	140,877.00	114,728.14	18.6

TOWN OF MORRISON
 EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

GENERAL FUND

	<u>PY ACTUAL</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEXPENDE</u>	<u>PCNT</u>
TOTAL FUND EXPENDITURES	488,655.00	155,596.65	375,675.88	2,430,353.00	2,054,677.12	15.5
NET REVENUE OVER EXPENDITURES	(229,369.13)	12,229.18	46,587.73-	418,712.00-	372,124.27-	(11.1)

TOWN OF MORRISON
BALANCE SHEET
FEBRUARY 29, 2016

UTILITY FUND

ASSETS

20-10100	CASH-COMBINED FUND	127,733.44	
20-10140	UTILITY FUND	458,116.22	
20-12000	ACCOUNTS RECEIVABLE	39,358.09	
20-12450	A/R PROPERTY TAXES	34,283.00	
20-12600	A/R UTILITIES	34,372.81	
20-17000	LAND	45,535.00	
20-17050	WATER RIGHTS	85,243.00	
20-17100	WATER TREATMENT PLANT	5,540,454.37	
20-17150	SEWER TREATMENT PLANT	4,500,222.00	
20-17250	TRANS.,EQUIP.,TOOLS , ETC.	203,249.89	
20-17300	CONSTRUCTION IN PROCESS	114,889.87	
20-17980	ACCUMULATED DEPRECIATION	(2,649,767.00)	
	TOTAL ASSETS		<u><u>8,533,690.69</u></u>

LIABILITIES AND EQUITY

LIABILITIES

20-20000	ACCOUNTS PAYABLE	(953.02)	
20-20250	ADDITIONAL A/P AND RETAINAGE	5,375.00	
20-21990	DUE TO OTHER FUND	546,862.57	
20-22050	DEFERRED TAXES	34,283.00	
20-25300	SALARIES & WAGES PAYABLE	9,757.70	
20-25310	FEDERAL PAYROLL TAXES	2,952.36	
20-25320	STATE WITHHOLDING	459.00	
20-25330	STATE UNEMPLOYMENT	860.32	
20-25340	GARNISHMENTS	293.74	
20-25345	401(K) LOAN PAYBACK	255.94	
20-25350	AFLAC	185.78	
20-25360	401(K) PENSION	1,164.87	
20-25370	INSURANCE PAYABLE	18,996.80	
20-25390	ACCRUED VACATION AND SICK LEAV	4,118.67	
20-25393	ACCRUED WAGES	7,709.44	
20-25395	ACCRUED INTEREST PAYABLE	4,006.70	
20-26080	2007 CURRENT DEBT	33,428.49	
20-26180	2007 WF LEASE PURCHASE	236,308.45	
	TOTAL LIABILITIES		<u>906,065.81</u>

FUND EQUITY

UNAPPROPRIATED FUND BALANCE:

20-29100	NET ASSETS	459,423.41	
20-29200	RESERVE FOR RESERVOIR II	69,977.60	
20-29500	INVEST CAP ASSETS - NET OF DEB	3,871,853.59	
20-29550	RETAINED EARNINGS	3,091,757.59	
	REVENUE OVER EXPENDITURES - YTD	134,612.69	
	BALANCE - CURRENT DATE		<u>7,627,624.88</u>

TOWN OF MORRISON
BALANCE SHEET
FEBRUARY 29, 2016

UTILITY FUND

TOTAL FUND EQUITY	<u>7,627,624.88</u>
TOTAL LIABILITIES AND EQUITY	<u><u>8,533,690.69</u></u>

TOWN OF MORRISON
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

UTILITY FUND

	<u>PY ACTUAL</u>	<u>PERIOD ACT</u>	<u>YTD ACTUAL</u>	<u>BUDGET</u>	<u>UNEARNED</u>	<u>PCNT</u>	
<u>TAXES</u>							
20-31-110	PROPERTY TAXES	1,818.42	.00	111.46	35,450.00	35,338.54	.3
20-31-130	SALES TAX - CAPITAL PROJECTS	22,398.42	9,923.94	22,685.73	120,000.00	97,314.27	18.9
	TOTAL TAXES	24,216.84	9,923.94	22,797.19	155,450.00	132,652.81	14.7
<u>INTERGOVERNMENTAL</u>							
20-33-405	GRANTS	.00	.00	.00	200,000.00	200,000.00	.0
	TOTAL INTERGOVERNMENTAL	.00	.00	.00	200,000.00	200,000.00	.0
<u>OTHER REVENUE</u>							
20-36-705	MISCELLANEOUS SERVICE REVENUE	60.00	.00	.00	.00	.00	.0
20-36-805	DEPOSITS ON DEV.	18,268.00	.00	.00	15,000.00	15,000.00	.0
20-36-815	EARNINGS ON DEPOSITS	264.89	154.62	284.63	2,000.00	1,715.37	14.2
	TOTAL OTHER REVENUE	18,592.89	154.62	284.63	17,000.00	16,715.37	1.7
<u>OPERATING REVENUE</u>							
20-37-905	SEWER CONTRACTS - RED ROCKS AM	75,965.00	152,697.00	152,697.00	188,000.00	35,303.00	81.2
20-37-910	SEWER REVENUE - FLAT FEES	20,297.10	10,164.80	20,329.60	123,000.00	102,670.40	16.5
20-37-915	TAP AND RESOURCE FEES	.00	.00	.00	18,400.00	18,400.00	.0
20-37-930	WATER USE REVENUE	33,806.04	17,074.58	33,485.11	215,000.00	181,514.89	15.6
20-37-935	MISCELLANEOUS WATER/SEWER REVE	449.74	310.00	480.00	10,000.00	9,520.00	4.8
	TOTAL OPERATING REVENUE	130,517.88	180,246.38	206,991.71	554,400.00	347,408.29	37.3
	TOTAL FUND REVENUE	173,327.61	190,324.94	230,073.53	926,850.00	696,776.47	24.8

TOWN OF MORRISON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

UTILITY FUND

	PY ACTUAL	PERIOD ACT	YTD ACTUAL	BUDGET	UNEXPENDE	PCNT
<u>SEWER EXPENDITURES</u>						
20-40-100 SALARIES & WAGES	12,001.04	7,633.47	19,255.48	100,000.00	80,744.52	19.3
20-40-105 PAYROLL TAXES	1,068.96	564.94	1,425.36	9,000.00	7,574.64	15.8
20-40-110 EMPLOYEE BENEFITS	1,373.74	955.27	2,021.92	12,000.00	9,978.08	16.9
20-40-115 WORKER'S COMPENSATION INS-CIRS	2,556.00	.00	3,202.00	3,100.00	102.00	103.3
20-40-200 OUTSIDE SERVICES	591.88	334.07	334.07	6,000.00	5,665.93	5.6
20-40-205 POSTAGE	100.00	85.92	85.92	900.00	814.08	9.6
20-40-215 TELEPHONE/INTERNET	413.39	745.95	745.95	4,100.00	3,354.05	18.2
20-40-225 TRAVEL AND MEETINGS	.00	345.00	345.00	400.00	55.00	86.3
20-40-340 DUES/MEMBERSHIP	2,625.00	.00	.00	3,500.00	3,500.00	.0
20-40-345 EDUCATION AND TRAINING	.00	150.00	150.00	2,500.00	2,350.00	6.0
20-40-355 INSURANCE CIRSA	9,460.00	.00	9,821.00	12,000.00	2,179.00	81.8
20-40-360 GAS, OIL, AND VEHICLE REPAIR	.00	185.55	185.55	1,500.00	1,685.55	(12.4)
20-40-375 UTILITIES	3,603.74	3,205.24	3,205.24	48,000.00	44,794.76	6.7
20-40-380 LEGAL SERVICES	.00	.00	.00	10,000.00	10,000.00	.0
20-40-395 OFFICE SUPPLIES	.00	120.13	133.06	1,000.00	866.94	13.3
20-40-397 OPERATING SUPPLIES	266.53	.00	.00	4,100.00	4,100.00	.0
20-40-399 SAFETY	144.10	.00	.00	.00	.00	.0
20-40-401 SCADA	.00	3,583.93	3,583.93	3,100.00	483.93	115.6
20-40-402 LAB EQUIP./SUPPLIES	.00	.00	.00	1,900.00	1,900.00	.0
20-40-410 ENGINEERING SERVICES	.00	215.58	215.58	7,500.00	7,284.42	2.9
20-40-411 MT. CARBON ENGINEERING	.00	.00	.00	1,000.00	1,000.00	.0
20-40-500 CHEMICALS	1,014.46	3,268.65	3,268.65	3,000.00	268.65	109.0
20-40-505 DISCHARGE PERMIT	.00	.00	.00	2,500.00	2,500.00	.0
20-40-508 SLUDGE HAULING	.00	.00	.00	6,000.00	6,000.00	.0
20-40-510 LAB FEES	935.00	166.00	166.00	5,000.00	4,834.00	3.3
20-40-705 LINE REPAIR AND MAINTENANCE	.00	.00	.00	8,000.00	8,000.00	.0
20-40-708 PLANT REPAIR AND MAINTENANCE	984.91	4,260.83	4,260.83	8,300.00	4,039.17	51.3
20-40-709 CONTINGENCY FUND	.00	.00	.00	15,500.00	15,500.00	.0
20-40-803 MOBILE DEWATERING UNIT EXPENSE	.00	.00	.00	2,200.00	2,200.00	.0
20-40-900 EQUIPMENT PURCHASE	.00	.00	.00	10,000.00	10,000.00	.0
TOTAL SEWER EXPENDITURES	37,138.75	25,449.43	52,034.44	292,100.00	240,065.56	17.8
<u>CAPITAL PROJECTS - UF</u>						
20-42-901 DISINFECTION BY-PRODUCTS	36,860.00	.00	.00	100,000.00	100,000.00	.0
20-42-907 DROBNITCH WATER LINE	.00	.00	.00	430,000.00	430,000.00	.0
TOTAL CAPITAL PROJECTS - UF	36,860.00	.00	.00	530,000.00	530,000.00	.0

TOWN OF MORRISON
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 29, 2016

UTILITY FUND

	PY ACTUAL	PERIOD ACT	YTD ACTUAL	BUDGET	UNEXPENDE	PCNT
WATER EXPENDITURES						
20-45-100 SALARIES & WAGES	12,292.29	6,281.79	15,876.24	91,000.00	75,123.76	17.5
20-45-105 PAYROLL TAXES	1,240.31	464.86	1,175.11	7,000.00	5,824.89	16.8
20-45-110 EMPLOYEE BENEFITS	2,309.18	951.13	2,011.55	14,000.00	11,988.45	14.4
20-45-115 WORKER'S COMPENSATION INS-CIRS	2,792.00	.00	3,009.00	6,000.00	2,991.00	50.2
20-45-200 OUTSIDE SERVICES	573.90	334.10	334.10	6,000.00	5,665.90	5.6
20-45-205 POSTAGE	100.00	85.93	85.93	900.00	814.07	9.6
20-45-215 TELEPHONE/INTERNET	473.21	461.74	461.74	5,200.00	4,738.26	8.9
20-45-225 TRAVEL AND MEETINGS	.00	.00	.00	400.00	400.00	.0
20-45-308 WELLS FARGO LEASE PAYMENT	22,793.54	.00	.00	45,587.00	45,587.00	.0
20-45-340 DUES/MEMBERSHIP	.00	.00	2,755.00	1,400.00	1,355.00	196.8
20-45-345 EDUCATION AND TRAINING	.00	109.98	109.98	2,500.00	2,390.02	4.4
20-45-355 INSURANCE CIRSA	9,460.00	.00	9,821.00	12,000.00	2,179.00	81.8
20-45-360 GAS, OIL, AND VEHICLE REPAIR	60.03	102.73	102.73	2,700.00	2,597.27	3.8
20-45-375 UTILITIES	2,635.47	1,821.61	1,821.61	50,000.00	48,178.39	3.8
20-45-380 LEGAL SERVICES	933.50	3,193.75	3,193.75	10,000.00	6,806.25	31.9
20-45-381 MOUNT CARBON	.00	.00	.00	2,600.00	2,600.00	.0
20-45-395 OFFICE SUPPLIES	.00	120.15	133.09	800.00	666.91	16.6
20-45-397 OPERATING SUPPLIES	253.50	.00	.00	1,100.00	1,100.00	.0
20-45-398 METERS	.00	.00	.00	8,600.00	8,600.00	.0
20-45-399 SAFETY	70.00	.00	.00	.00	.00	.0
20-45-401 SCADA	517.50	.00	1,415.00	3,000.00	1,585.00	47.2
20-45-402 LAB EQUIP./SUPPLIES	(330.57)	.00	.00	1,500.00	1,500.00	.0
20-45-410 ENGINEERING SERVICES	.00	215.58	215.58	7,500.00	7,284.42	2.9
20-45-411 MT. CARBON ENGINEERING	.00	.00	.00	1,600.00	1,600.00	.0
20-45-500 CHEMICALS	3,194.33	.00	.00	13,000.00	13,000.00	.0
20-45-505 DISCHARGE PERMIT	.00	.00	.00	700.00	700.00	.0
20-45-510 LAB FEES	69.00	46.00	46.00	3,400.00	3,354.00	1.4
20-45-700 DITCH ASSESSMENTS	.00	.00	.00	4,400.00	4,400.00	.0
20-45-703 RAW WATER SUPPLY COSTS	258.52	780.95	780.95	12,000.00	11,219.05	6.5
20-45-705 LINE REPAIR AND MAINTENANCE	2,428.80	.00	200.00	15,000.00	15,200.00	(1.3)
20-45-708 PLANT REPAIR AND MAINTENANCE	5,328.63	41.14	278.04	20,000.00	19,721.96	1.4
20-45-709 CONTINGENCY FUND	.00	.00	.00	15,000.00	15,000.00	.0
20-45-710 WATER STORAGE ASSESSMENT	.00	.00	.00	5,600.00	5,600.00	.0
20-45-713 WATER MONITORING PROG.	.00	.00	.00	2,600.00	2,600.00	.0
20-45-900 EQUIPMENT PURCHASE	.00	.00	.00	13,500.00	13,500.00	.0
20-45-912 RESERVOIR SITE II	.00	.00	.00	5,100.00	5,100.00	.0
TOTAL WATER EXPENDITURES	67,449.14	15,011.44	43,426.40	391,687.00	348,260.60	11.1
TOTAL FUND EXPENDITURES	141,447.89	40,460.67	95,460.84	1,213,787.00	1,118,326.16	7.9
NET REVENUE OVER EXPENDITURES	31,879.72	149,864.07	134,612.69	286,937.00	421,549.69	46.9

MEMORANDUM

Date: 3/15/2016
To: Mayor and Board of Trustees
From: Kara Zabilansky
Subject: Town Administrator Report

Rooney Valley Master Plan Update: Community workshops will be held at the Red Rocks Baptist Church for the Master Plan update. The dates of the workshops are March 16, April 20, and May 24 all at 6 PM.

Mount Vernon Trail: The sidewalk has been poured and the railing should go up early the week of the 14th.

Clear Well Grant Application: The presentation for the grant application to DOLA will be March 17. The application is a 50/50 match for \$213,000. Sean, Fritz and I will attend and present the application.

Trash Removal Services: I contacted and am working with a couple of companies to quote the Town on providing exclusive trash removal and recycling services in the Town. Does the Board support the idea of requiring residents/businesses using one provider? If so, we would likely be bring an ordinance to the Board for adoption. The ordinance would allow for the commercial accounts to work through their current contracts and then come online when they are over.

El Mercado: I received a call from the Conservator for El Mercado and apparently they are no longer willing to contact the Town or other interested parties when the building goes up for sale.

Bandimere: John Bandimere will be attending the April 4 meeting to provide the Board with information on his plans for the property.

Museum Balcony: The demolition of the old balcony has been completed and work will begin on the new balcony March 11.

Town of Morrison Planning Commission
Morrison Town Hall
110 Stone Street
Tuesday, December 8, 2015
7:00 P.M. – 9:00 P.M.

1. **Call To Order:** Chairperson Gretchen Roberts called the regular Planning Commission Meeting to order at 7:02 PM
2. **Roll Call:** Chairperson Gretchen Roberts, Jamee Chambers, Loren Oswalt, Todd Mercord, Maja Stefansdottir were present. Matt Schweich and Shari Raymond were absent. A quorum was established.
Staff Present: Kara Zabilansky (Town Administrator), Kristi Dixon (Secretary), Brea Pafford (Planning Staff).
3. **Amendments to the Agenda:** Board of Adjustment to 5B
4. **Public to Address the Commission/Communications:** none
5. **General Business:**
 - a) Resolution 2015-01 Adoption of 2015 Comprehensive Plan Update
Amendment to the plan, add list of acknowledgment of Planning Commissioners and Board of Trustees involved with putting Comprehensive Plan together.
Mercord moved to adopt Resolution 2015-01, Chambers seconded the motion. All present voted in favor of the motion.
 - b) Board of Adjustment Appointments
Roberts moved to appoint Loren Oswalt and Shari Raymond to the Board of Adjustment. Chambers seconded the motion. All present voted in favor of the motion.
6. **Approvals of Minutes:** Chambers moved to approve the minutes from October 13, 2015 meeting and Oswalt seconded the motion. All present voted in favor of the motion.
7. **Staff Reports:**
 - a) Planner Report - Pafford reported Jefferson County did not notify the Town of the neighborhood rezoning meetings regarding Bandimere and The Alameda Parkway

Chambers and Stefansdottir attended the Bandimere meeting. Approximately 30 people were in attendance.

- 7b) Town Administrator – Zabilansky said that new signs are coming soon at entrances into Town, west and east side. Will look similar to the sign located by the elementary school.

Rooney Valley IGA still in process, along with master plan update.

Mt Carbon required to pay Town from 2014/2015 \$175,000.00.

Mt Vernon trail will be finished end January or February 2016.

Hwy 8 connection to Museum trail is in process.

Board adopted 2016 budget – includes 2 new police cars.

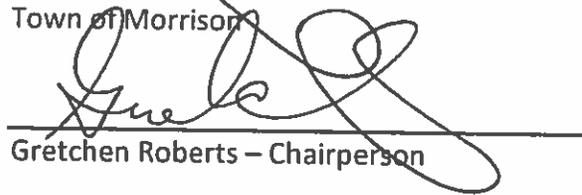
Museum balcony will be restored in February 2016.

Updating/new design of Town office and Police Department to come in 2016.

- 7c) Town required to comply with water department clear well, applied for grant going forward, Board meeting minutes were included in Planning packets, and Planning Commission meeting minutes were included in Board packets

8. Adjournment: Chairperson Gretchen Roberts adjourned at 7:48 P.M.

Town of Morrison



Gretchen Roberts – Chairperson

Attest:



Kristi Dixon - Secretary

Town of Morrison Planning Commission
Morrison Town Hall
110 Stone Street
Tuesday, January 12, 2016
7:00 P.M. – 9:00 P.M.

1. **Call To Order:** Chairperson Gretchen Roberts called the regular Planning Commission Meeting to order at 7:00 PM
2. **Roll Call:** Chairperson Gretchen Roberts, Jamee Chambers, Loren Oswalt, Todd Mercord, Matt Schweich, Shari Raymond. Maja Stefansdottir absent. A quorum was established.
Staff Present: Kara Zabilansky (Town Administrator), Kristi Dixon (Secretary), Brea Pafford (Planning Staff). Jerry Dahl (Town Attorney)
3. **Amendments to the Agenda:** 6a) Ann Morgan, Jennifer Lowell, Cheryl Bezio-Gorham.
8c) Alleyfest
4. **Public to Address the Commission/Communications:** none
5. **Public Hearing:**
 - a) Sign code update to comply with Reed vs. Town of Gilbert
Open the public hearing opened at 7:08; introduce Jerry Dahl, Town Attorney, Dahl give background information regarding Reed vs. Town of Gilbert. Sign size = content. Pafford went over items that were added or wording changed to current sign code update.
Public comment;
Kathleen Ditcher 109 Spring Street Morrison; if a sign is already present and had previously been okayed will they be grandfathered in? Dahl responded with, if a sign is currently in place they are not looking to remove it. This is for any new signuages.
Ann Morgan 112 Stone Street Morrison; would like to put a plaque up on her front door, must meet residential code, permit is needed. Public hearing closed at 7:41
Planning Commission discussion:
exemption K item 1 site sign size, yard sign 2x2, real estate sign 4x4
exemption L item 2 temp vs all the time sign (time limit) residential = yard sign or site sign
tempory permit C 3 posters in commercial windows
delete 10-1L-4.5 signs subject to temporary permit, remove (c) posters delete page 7
these changes are only changing verbiage of the current signcodes, NOT to change the conformitive of current signs, they are ok.

Page 5 exemptions 10-1L-4: F:decorations: 90 days – change

10-1L:5:a. Re, R1 &R2 District B developed site

Roberts **motioned** recommendation to accept all changes to sign code, exception page 5 change to 90 days not 60 days, section E delete temporary permit, section B Developed site. Mercord **seconded motion**. **All present voted in favor of the motion.**

6. **General Business:**

a)Ann Morgan 112 Stone Street Morrison Old fire station/museum would like to see something usefully and beneficial done with the building. Has Cheryl and Jennifer along to speak with some options and assistance they may have.

Cheryl Bezio-Gorham Denver, funding and capital grants available to save old buildings for example, State of Colorado has Colorado Creative Industry, that would work with the Town of Morrison to go thru the process of turning the building into maybe a pottery studio. 2 year committment

7. **Approvals of Minutes:** Chambers **moved** to correct the minutes from attendance to 30 from 120. Also, to correct the attendee's from the December 8 13, 2015 meeting and Roberts **seconded the motion**. **All present voted in favor of the motion.**

8. **Staff Reports:**

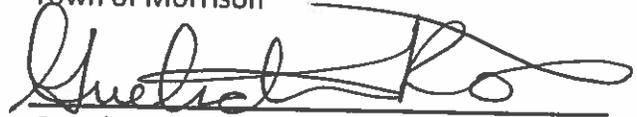
8a)Planner Report - Pafford not further reports

8b)Town Administrator – Zabilansky handout

8c) Alleyfest-Angela will continue as coordinator but will need someone to help coordinate with her. Contact Kara with names

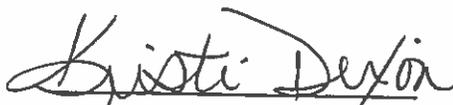
9. **Adjournment:** Chairperson Gretchen Roberts adjourned at 8:49 P.M.

Town of Morrison



Gretchen Roberts – Chairperson

Attest:



Kristi Dixon - Secretary

TOWN OF MORRISON
BOARD OF TRUSTEE REGULAR MEETING
March 15, 2016
Board Action Form

SUBJECT: Approval of Consent Agenda

PROCEEDURE: Approve the minutes of February 2, 2016 vouchers and payroll

RECOMMENDATION: Approve the Consent Agenda

TOWN ATTORNEY REVIEW: YES NO

MOTION: Motion to approve the Consent Agenda.