

TOWN OF MORRISON BOARD OF TRUSTEES
MORRISON TOWN HALL, 110 STONE STREET
TUESDAY, JUNE 7, 2016
REGULAR MEETING TOWN BOARD MEETING AGENDA
6:00 – 9:00 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) Special Events Permit – Drive Smart Evergreen-Conifer, Inc.
 - b) Transfer of Ownership WMU, LLC d/b/a Flight Wine and Coffee Liquor License
 - c) 2015 Audit
- 6) GENERAL BUSINESS
 - a) South Trail Project
 - b) Discussion Regarding Referral to Electors - Rooftop Patios
 - c) Red Rocks Park Transmission Main Bid Review – Contract Recommendations
 - d) Resolution 2016-08, a Resolution Approving a one-year extension of a revocable license agreement with DYI, Inc., d/b/a Morrison Holiday Bar, allowing occupation of a part of Mill Street Right-of-Way
 - e) Intergovernmental Agreement – City and County of Denver Wastewater Service
- 7) DEPARTMENTAL REPORTS
 - a) Police Department
 - b) Museum
 - c) Utility
 - d) Town Administrator
 - e) Attorney
- 8) CONSENT AGENDA
 - a) Minutes
 - b) Payroll
 - c) Vouchers
- 9) BOARD MEMBER COMMENTS
- 10) 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, June 21, 2016.

TOWN OF MORRISON
BOARD OF TRUSTEES REGULAR MEETING
June 7, 2016
Board Action Form

SUBJECT:

Drive Smart Evergreen-Conifer, Inc. 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 Drive Smart Evergreen-Conifer, Inc.
2. Motion to approve the Application for a Special Events Permit for Drive Smart Evergreen-Conifer, Inc. with the following conditions....
3. Motion to deny the Application for a Special Events Permit for Drive Smart Evergreen-Conifer, Inc

EVENTS PERMIT

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

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

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR \$25.00 PER DAY
 2170 FERMENTED MALT BEVERAGE (3.2 Beer) \$10.00 PER DAY

DO NOT WRITE IN THIS SPACE
 LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
 Drive Smart Evergreen-Conifer, Inc. State Sales Tax Number (Required)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE
 (include street, city/town and ZIP)
 PO Box 2012
 Evergreen, CO 80437

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT
 (include street, city/town and ZIP)
 Morrison Park
 300 Union Ave
 Morrison, CO 80465

NAME	DATE OF BIRTH	HOME ADDRESS (Street, City, State, ZIP)	PHONE NUMBER
4. PRES./SEC'Y OF ORG. or POLITICAL CANDIDATE Jackie Mohr	3/16/72	29990 Chesnut Drive Evergreen, CO 80437	720-971-0144
5. EVENT MANAGER Anna Ryan	2/17/86	11968 N Ithica Drive Highland, UT 84003	720-467-2188

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
 NO YES HOW MANY DAYS? _____

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?
 NO YES TO WHOM? _____

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
Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.	Hours From .m. To .m.
6/12/16 8:00 AM .m. To 12:00 PM .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 <i>Anna Ryan</i>	TITLE EVENT MANAGER	DATE 5/11/2016
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

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

LOCAL LICENSING AUTHORITY (CITY OR COUNTY) CITY COUNTY TELEPHONE NUMBER OF CITY/COUNTY CLERK

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

LIABILITY INFORMATION

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

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

DRIVE SMART EVERGREEN-CONIFER, INC.

is a **Nonprofit Corporation** formed or registered on 01/27/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951010039.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/07/2014 that have been posted, and by documents delivered to this office electronically through 07/08/2014 @ 12:33:58.

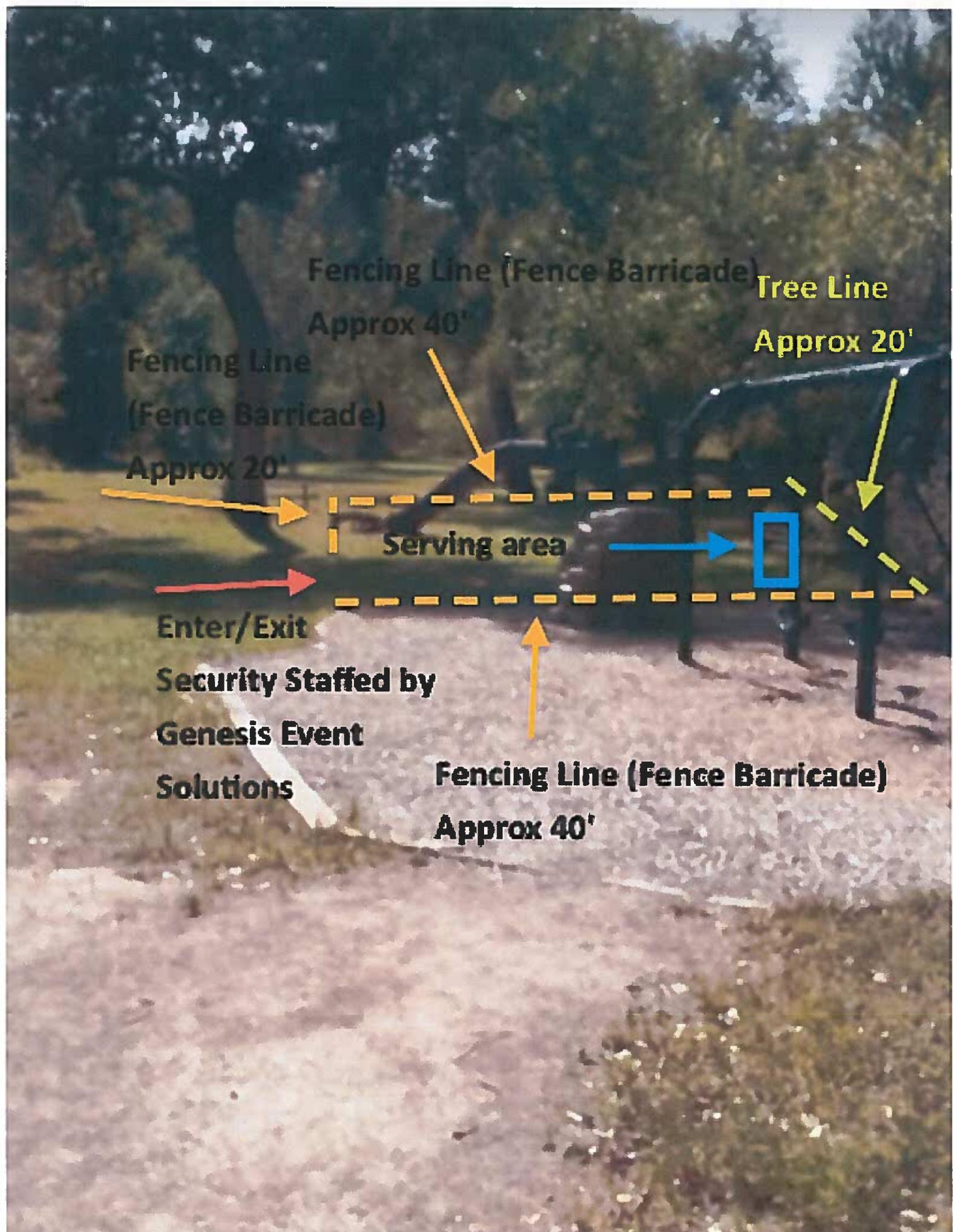
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 07/08/2014 @ 12:33:58 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8895179.



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us> bi- [CertificateSearchCriteria.do](http://www.sos.state.co.us) entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us> click Business Center and select "Frequently Asked Questions."



Fencing Line (Fence Barricade)

Approx 40'

Tree Line

Approx 20'

Fencing Line
(Fence Barricade)

Approx 20'

Serving area

Enter/Exit

Security Staffed by
Genesis Event
Solutions

Fencing Line (Fence Barricade)

Approx 40'

Char Bryant

From: Kara Zabilansky
Sent: Tuesday, May 24, 2016 9:59 AM
To: Char Bryant
Subject: Fwd: Opposed - special event permit 6/12/16

Put in packet with the application.

Kara

----- Original message -----

From: Emilie Kelly <emiliekelly@juno.com>
Date: 5/24/16 8:12 AM (GMT-07:00)
To: Kara Zabilansky <kara@town.morrison.co.us>
Subject: Opposed - special event permit 6/12/16

For the record - the Kellys are opposed to the request for a special event permit on 6/12/16 from 8 am to 12 noon.

The noise and trash caused by this event will negatively impact us and our neighbors along Bear Creek. Trash will get into the creek and litter the river bank. Plus with spring run off it is dangerous to have a large group near the creek. We have nesting waterbirds that will be negatively impacted by large group.

NO AMPLIFIED MUSIC OR PA SYSTEM SHOULD BE ALLOWED!!!!

Thank you for sharing with the Board of Trustees.

Best, Emilie

Emilie Kelly
215 S Park Ave
Morrison CO 80465
303.601.1064 cell/text

TOWN OF MORRISON
BOARD OF TRUSTEES REGULAR MEETING
June 7, 2016
Board Action Form

SUBJECT: WMU, LLC d/b/a Flights Wine and Coffee, has turned in an application for a Transfer of Ownership for the Liquor license. The Town has issued a Temporary Liquor License to WMU, LLC, d/b/a Flights Wine and Coffee.

PROCEDURE: Call the Morrison Liquor License Authority to order.

1. Staff and the Attorney have reviewed the application for completeness and recommend approval of the Transfer of Ownership for the liquor license.
2. The Board can ask questions of the applicant.

TOWN ATTORNEY REVIEW: YES NO

MOTION: Motion to approve the Transfer of Ownership for WMU, LLC d/b/a Flights Wine and Coffee and send to the Colorado Department of Revenue for approval with the condition of receipt of satisfactory CBI background check.

Close the Morrison Liquor License Authority.

**COLORADO LIQUOR
 RETAIL LICENSE APPLICATION**

NEW LICENSE TRANSFER OF OWNERSHIP LICENSE RENEWAL

- ALL ANSWERS MUST BE PRINTED IN BLACK INK OR TYPEWRITTEN
- APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)
- LOCAL LICENSE FEE \$ 10,048.75
- APPLICANT SHOULD OBTAIN A COPY OF THE COLORADO LIQUOR AND BEER CODE (Call 303-370-2165)

1. Applicant is applying as a
 Corporation Partnership (includes Limited Liability and Husband and Wife Partnerships)
 Individual Limited Liability Company Association or Other

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
WMLL LLC Fein Number 81-1822907

2a. Trade Name of Establishment (DBA) State Sales Tax No. Business Telephone
Flights Wine and Coffee 30606440-0000 303-697-0492

3. Address of Premises (specify exact location of premises)
116 Stone Street

City County State ZIP Code
Morrison CO 80465

4. Mailing Address (Number and Street) City or Town State ZIP Code
321 Garden St. Golden CO 80403

5. If the premises currently have a liquor or beer license, you MUST answer the following questions:

Present Trade Name of Establishment (DBA) Present State License No. Present Class of License Present Expiration Date
Flights Wine and Coffee 04274581 Beer Wine 09-30-2016

LIAB	SECTION A	NONREFUNDABLE APPLICATION FEES	LIAB	SECTION B (CONT.)	LIQUOR LICENSE FEES
2300	<input type="checkbox"/>	Application Fee for New License	1985	<input type="checkbox"/>	Resort Complex License (City)
2302	<input type="checkbox"/>	Application Fee for New License - w/Concurrent Review	1986	<input type="checkbox"/>	Resort Complex License (County)
2310	<input checked="" type="checkbox"/>	Application Fee for Transfer	1988	<input type="checkbox"/>	Add Related Facility to Resort Complex ... \$ 75.00 X Total
			1990	<input type="checkbox"/>	Club License (City)
			1991	<input type="checkbox"/>	Club License (County)
			2010	<input type="checkbox"/>	Tavern License (City)
			2011	<input type="checkbox"/>	Tavern License (County)
			2012	<input type="checkbox"/>	Manager Registration - Tavern
			2020	<input type="checkbox"/>	Arts License (City)
			2021	<input type="checkbox"/>	Arts License (County)
			2030	<input type="checkbox"/>	Racetrack License (City)
			2031	<input type="checkbox"/>	Racetrack License (County)
			2040	<input type="checkbox"/>	Optional Premises License (City)
			2041	<input type="checkbox"/>	Optional Premises License (County)
			2045	<input type="checkbox"/>	Vintners Restaurant License (City)
			2046	<input type="checkbox"/>	Vintners Restaurant License (County)
			2220	<input type="checkbox"/>	Add Optional Premises to H & R
			2370	<input type="checkbox"/>	Master File Location Fee
			2375	<input type="checkbox"/>	Master File Background
					Total

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

LIABILITY INFORMATION

County	City	Industry Type	License Account Number	Liability Date	License Issued Through (Expiration Date)
				FROM	TO
State -750 (999)	City 2180-100 (999)	County 2190-100 (999)	Managers Reg -750 (999)		
Cash Fund New Licenses 2300-100 (999)		Cash Fund Transfer Licenses 2310-100 (999)		TOTAL	
				\$.

APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

Instructions: This check list should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

I. APPLICANT INFORMATION

- A. Applicant/Licensee identified.
- B. State sales tax license number listed or applied for at time of application.
- C. License type or other transaction identified.
- D. Return originals to local authority.
- E. Additional information may be required by the local licensing authority.

II. DIAGRAM OF THE PREMISES

- A. No larger than 8 1/2" X 11".
- B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- C. Separate diagram for each floor (if multiple levels).
- D. Kitchen - identified if Hotel and Restaurant.

III. PROOF OF PROPERTY POSSESSION

- A. Deed in name of the Applicant ONLY (or)
- B. Lease in the name of the Applicant ONLY.
- C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- D. Other Agreement if not deed or lease.

IV. BACKGROUND INFORMATION AND FINANCIAL DOCUMENTS

- A. Individual History Record(s) (Form DR 8404-I).
- B. Fingerprints taken and submitted to local authority. (State authority for master file applicants.)
- C. Purchase agreement, stock transfer agreement, and or authorization to transfer license.
- D. List of all notes and loans.

V. CORPORATE APPLICANT INFORMATION (If Applicable)

- A. Certificate of Incorporation (and/or)
- B. Certificate of Good Standing if incorporated more than 2 years ago.
- C. Certificate of Authorization if foreign corporation.
- D. List of officers, directors and stockholders of parent corporation (designate 1 person as "principal officer").

VI. PARTNERSHIP APPLICANT INFORMATION (If Applicable)

- A. Partnership Agreement (general or limited). Not needed if husband and wife.

VII. LIMITED LIABILITY COMPANY APPLICANT INFORMATION (If Applicable)

- A. Copy of articles of organization (date stamped by Colorado Secretary of State's Office).
- B. Copy of operating agreement.
- C. Certificate of Authority (if foreign company).

VIII. MANAGER REGISTRATION FOR HOTEL AND RESTAURANT, TAVERN LICENSES WHEN INCLUDED WITH THIS APPLICATION

- A. \$75.00 fee.
- B. Individual History Record (DR 8404-I).

6. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

7. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);
 (a) been denied an alcohol beverage license?
 (b) had an alcohol beverage license suspended or revoked?
 (c) had interest in another entity that had an alcohol beverage license suspended or revoked?
 If you answered yes to 7a, b or c, explain in detail on a separate sheet.

8. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.

9. Are the premises to be licensed 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?

10. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

11. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?
 Ownership Lease Other (Explain in Detail)

a. If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord <u>CATHERINE BENTON</u>	Tenant <u>Gazabo Coffee & Wine, LLC</u>	Expires <u>10-31-2017</u>
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Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11". (Doesn't have to be to scale)

12. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.

NAME	DATE OF BIRTH	FEIN OR SSN	INTEREST
<u>NONE</u>			

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

13. **Optional Premises or Hotel and Restaurant Licenses with Optional Premises**
 Has a local ordinance or resolution authorizing optional premises been adopted? Yes No

Number of separate Optional Premises areas requested. _____ (See License Fee Chart)

14. **Liquor Licensed Drug Store applicants, answer the following:**
 (a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? COPY MUST BE ATTACHED. Yes No

15. **Club Liquor License applicants answer the following and attach:**
 (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain? Yes No

 (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?
 (c) How long has the club been incorporated? (Three years required) N/A
 (d) Has applicant occupied an establishment for three years that was operated solely for the reasons stated above?

16. **Brew-Pub License or Vintner Restaurant Applicants answer the following:**
 (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached) Yes No

17a. Name of Manager (for all on-premises applicants) DAVID E. GRANQUIST (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an Individual History Record (DR 8404-I). Date of Birth
03-13-1947

17b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number. Yes No

18. **Tax Distraint Information.** Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements. Yes No

19. If applicant is a corporation, partnership, association or limited liability company, applicant must list ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS. In addition applicant must list any stockholders, partners, or members with OWNERSHIP OF 10% OR MORE IN THE APPLICANT. ALL PERSONS LISTED BELOW must also attach form DR 8404-I (Individual History record), and submit finger print cards to their local licensing authority.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION	% OWNED*
DAVID E. GRANQUIST	321 Garden St., Golden, CO	03-13-1947	owner	100%

*If total ownership percentage disclosed here does not total 100% applicant must check this box

Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant

Additional Documents to be submitted by type of entity

- CORPORATION Cert. of Incorp. Cert. of Good Standing (if more than 2 yrs. old) Cert. of Auth. (if a foreign corp.)
 PARTNERSHIP Partnership Agreement (General or Limited) Husband and Wife partnership (no written agreement)
 LIMITED LIABILITY COMPANY Articles of Organization Cert. of Authority (if foreign company) Operating Agrmt.
 ASSOCIATION OR OTHER Attach copy of agreements creating association or relationship between the parties

Registered Agent (if applicable) DAVID E. GRANQUIST	Address for Service 321 GARDEN ST., GOLDEN, CO 80403
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OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature David E. Granquist	Title Member, WMU, LLC	Date 04/11/16
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REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY/COUNTY)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1)) C.R.S.
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THE LOCAL LICENSING AUTHORITY HEREBY AFFIRMS:

- That each person required to file DR 8404-I (Individual History Record) has:
- | | | |
|---|--------------------------|--------------------------|
| <input type="checkbox"/> Been fingerprinted | Yes | No |
| <input type="checkbox"/> Been subject to background investigation, including NCIC/CCIC check for outstanding warrants | <input type="checkbox"/> | <input type="checkbox"/> |
- That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license
- | | |
|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> |
|--------------------------|--------------------------|
- (Check One)
- Date of Inspection or Anticipated Date _____
- Upon approval of state licensing authority.

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S. **THEREFORE, THIS APPLICATION IS APPROVED.**

Local Licensing Authority for The Town of Morrison	Telephone Number 303-697-8749	<input checked="" type="checkbox"/> TOWN, CITY <input type="checkbox"/> COUNTY
Signature [Signature]	Title Town Clerk	Date
Signature (attest)	Title	Date

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment and Assumption of Lease Agreement ("Agreement") is made and entered into as of April 21, 2016 by and among Gazebo Coffee and Wine, LLC, dba Flights Wine and Coffee ("Assignor"), WMU, LLC, dba Flights Wine and Coffee ("Assignee"), Donn Bruns ("Current Guarantor"), David Granquist ("New Guarantor"), and Carl and Rhonda Benton ("Landlord").

RECITALS

A. Landlord, and Assignor, as tenant, entered into a Lease dated July 1, 2010 and a Lease Extension dated September 30, 2015 copies of which are attached (collectively, the "Lease"), regarding the Premises located at 116 Stone Street, Morrison, Colorado ("Premises").

B. Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Lease and in and to the Premises, and to assume all of Assignor's rights, liabilities and obligations under the Lease, upon the terms and subject to the conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference.
2. Assignment. Effective on April 12, 2016 (the "Possession Date"), Assignor hereby assigns to Assignee all of Assignor's right, title and interest in, to and under the Lease together with all of Assignor's right, title and interest in and to the Premises (the "Assignment").
3. Assumption. As of the Possession Date, Assignee assumes the Lease and shall promptly pay, or cause to be paid, all rents and other monetary obligations in accordance with the terms of the Lease and this Agreement, and to duly and promptly perform all of the obligations, duties and responsibilities of Assignor, as tenant, under the Lease.
4. Guarantor. The New Guarantor shall be added to the Lease as a guarantor and shall execute the personal guaranty set forth below.
5. Security Deposit. The Security Deposit of \$1,000 currently held by the Landlord shall be transferred from the Assignor for the benefit of the Assignee and shall continue to be held by the Landlord pursuant to the terms of the Lease.

6. Consent of Landlord. The Landlord consents to the foregoing assignment of the Lease upon and subject to the following terms and conditions:

- a. This consent does not limit or modify the rights of the Landlord under the Lease.
- b. Notwithstanding this assignment, the Assignor and Current Guarantor shall remain fully liable during the balance of the Lease term to pay the rent and all other payments required by the Tenant in the Lease, and observe and perform all of the terms, covenants and conditions of the Tenant as set forth in the Lease.
- c. The Assignor hereby releases and waives any and all rights and remedies to which it may be entitled as Tenant under the Lease including, without limitation, any claims for return of the Security Deposit, claims against the Landlord for breach of the Lease, or any other claims against the Landlord.
- d. This consent does not constitute a waiver of the necessity for consent by the Landlord to any further transfer or assignment of the Lease.
- e. Assignee acknowledges and agrees that it is accepting possession of the Premises in an "As Is" condition and that Landlord has no responsibility or liability for making any renovations, alterations or improvements in or to the Premises
- f. Assignee shall pay legal fees incurred by Landlord in connection with this Agreement.

7. Address for Notices. Assignee's address for notice purposes under the Lease is 321 Garden Street Golden, CO 80403

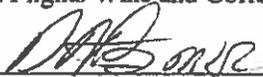
8. Binding Effect. Except as modified by this Agreement, the terms and provisions of the Lease shall remain in full force and effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors in interest and assigns.

9. Representations. Assignee and Assignor represent and warrant that they have full capacity to execute, deliver and perform this Agreement.

10. Entire Agreement. This Agreement embodies the entire understanding and agreement among the parties relative to the matters contained herein, and supersedes all prior negotiations, understandings or agreements in regard thereto, whether written or oral.

The parties have executed this Assignment and Assumption of Lease Agreement to be effective as of the Possession Date, regardless of the actual date of execution.

Assignor
Gazebo Coffee and Wine, LLC,
Dba Flights Wine and Coffee



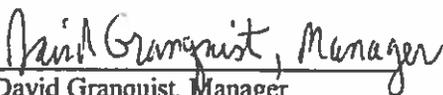
Donn Bruns, Manager

Current Gurantor



Donn Bruns

Assignee
WMU, LLC.
dba Flights Wine and Coffee



David Granquist, Manager

GUARANTY

The undersigned New Guarantor hereby unconditionally guarantees to Landlord upon demand the prompt and unconditional payment of all sums owed by Assignee ("Tenant") to Landlord under the terms of the Lease; unconditionally guarantees the performance by Tenant of the terms and conditions contained in the Lease; and waives any right to demand that Landlord seek recovery first from the Tenant before pursuing recovery from Guarantor. Landlord may, without effecting Guarantor's obligations, renew, extend, accelerate, modify, or otherwise change the terms of the Lease without notice to Guarantor. No assignment or subletting of the Lease will impair, affect, or release Guarantor.

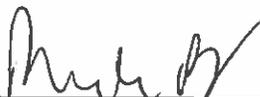


David Granquist

Landlord



Carl Benton



Rhonda Benton

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". **Any deliberate misrepresentation or material omission may jeopardize the license application.** (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business WML, LLC		Home Phone Number 303-279-0283	Cellular Number 303-257-9091	
2. Your Full Name (last, first, middle) GRANQUIST DAVID ELVIN		3. List any other names you have used DAVE		
4. Mailing address (if different from residence) SAME		Email Address davegranquist@msn.com		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		From
To				
Current	321 GARDEN STREET	GOLDEN CO 80403	03/1982	NOW
Previous	1			
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
From		To		
Affordable Sprinkler		Ward Rd, Arvada, Co		tree care
				03/2002 11/2015
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
Name of Licensee				
N/A				
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth		b. Social Security Number		c. Place of Birth		d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
[REDACTED]		[REDACTED]		WAYNE, NE			
e. If Naturalized, state where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
i. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Race	r. Do you have a current Driver's License/ID? If so, give number and state.	
5'7"	145	GRAY	BROWN	M	WHT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # 92-086-8216 State CO	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other. \$ 120,000

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 120,000

* If corporate investment only please skip to and complete section (d)
 ** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
CASH	PERSONAL	BANK OF THE WEST	120,000

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
CASH	N/A			

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature <u>David E Granquist</u>	Print Signature DAVID E. GRANQUIST	Title MEMBER	Date 04/11/16
--	---------------------------------------	-----------------	------------------

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF DOCUMENT FILED

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, the attached document is a true and complete copy of the

Articles of Organization

with Document # 20161184018 of
WMU, LLC

Colorado Limited Liability Company

(Entity ID # 20161184018)

consisting of 3 pages.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/17/2016 that have been posted, and by documents delivered to this office electronically through 05/18/2016@ 16:03:28.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/18/2016 @ 16:03:28 in accordance with applicable law. This certificate is assigned Confirmation Number 9656892



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions"



Colorado Secretary of State
 Date and Time: 03/15/2016 11:30 AM
 ID Number: 20161184018
 Document number: 20161184018
 Amount Paid: \$50.00

Document must be filed electronically.
 Paper documents are not accepted.
 Fees & forms are subject to change.
 For more information or to print copies
 of filed documents, visit www.sos.state.co.us.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

WMU, LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd liability co.", "limited", "L.L.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address

321 Garden Street

(Street number and name)

Golden

(City)

CO

(State)

80403

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Granquist

(Last)

David

(First)

E

(Middle)

(Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

321 Garden St

(Street number and name)

Golden

(City)

CO

(State)

80403-1558

(ZIP Code)

Mailing address

(leave blank if same as street address)

321 Garden Street

(Street number and name or Post Office Box information)

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<u>Granquist</u>	<u>David E</u>		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
<u>321 Garden Street</u>			
<i>(Street number and name or Post Office Box information)</i>			
<hr/>			
<u>Golden</u>	<u>CO</u>	<u>80403</u>	
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
<u>United States</u>			
<i>(Province – if applicable)</i>		<i>(Country)</i>	

(If the following statement applies, adopt the statement by marking the box and include an attachment)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

WMU, LLC

is a

Limited Liability Company

formed or registered on 03/15/2016 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20161184018 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/11/2016 that have been posted, and by documents delivered to this office electronically through 03/15/2016 @ 11:32:59 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/15/2016 @ 11:32:59 in accordance with applicable law. This certificate is assigned Confirmation Number 9550527



Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Operating Agreement
For
WMU, LLC

I, David E. Granquist, Managing Member (Owner) of WMU, LLC, organized and existing under the laws of Colorado, hereby certify that the following is a true copy of an Operating Agreement that such Operating Agreement is now in full force and effect and is in accordance with the provisions of the charter of the Limited Liability Company dated 03/22/16.

David E. Granquist, Managing Member (Owner) is hereby authorized to sign on behalf of the Limited Liability Company Corporation and enter in any contracts or forms for WMU, LLC; below interests in the company,

David E. Granquist, 100%

The officer of this corporation is authorized to perform the acts to carry out this corporate resolution.

Signature

David E Granquist
Title

04/11/16
Date

116 STONE ST.

LIGHTS
WINE AND COFFEE
COTTAGE MAIN LEVEL - 1100 SQ FT -
UPSTAIRS - 250 SQ FT STORAGE -
SHED - 100 SQ FT.
KITCHEN - 10 X 10

+++ FENCE
--- CHAI
O - □ TAIL

--- KITCHEN

--- BAR

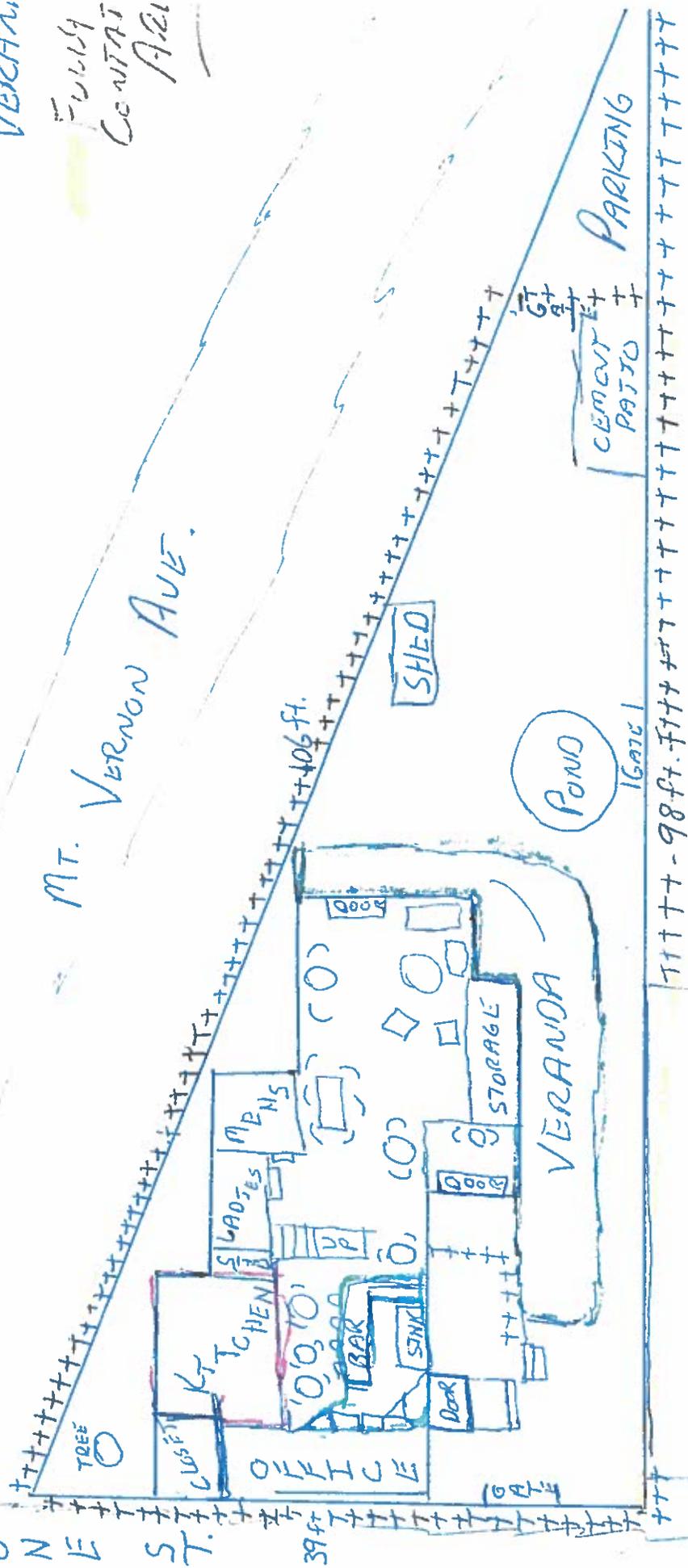
--- OUTDOOR VERANDA

Fully CENTRAL AIR

SCALE (1" = 10 ft.)

STONE ST.

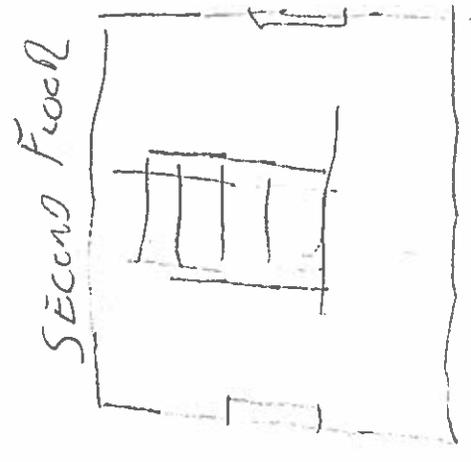
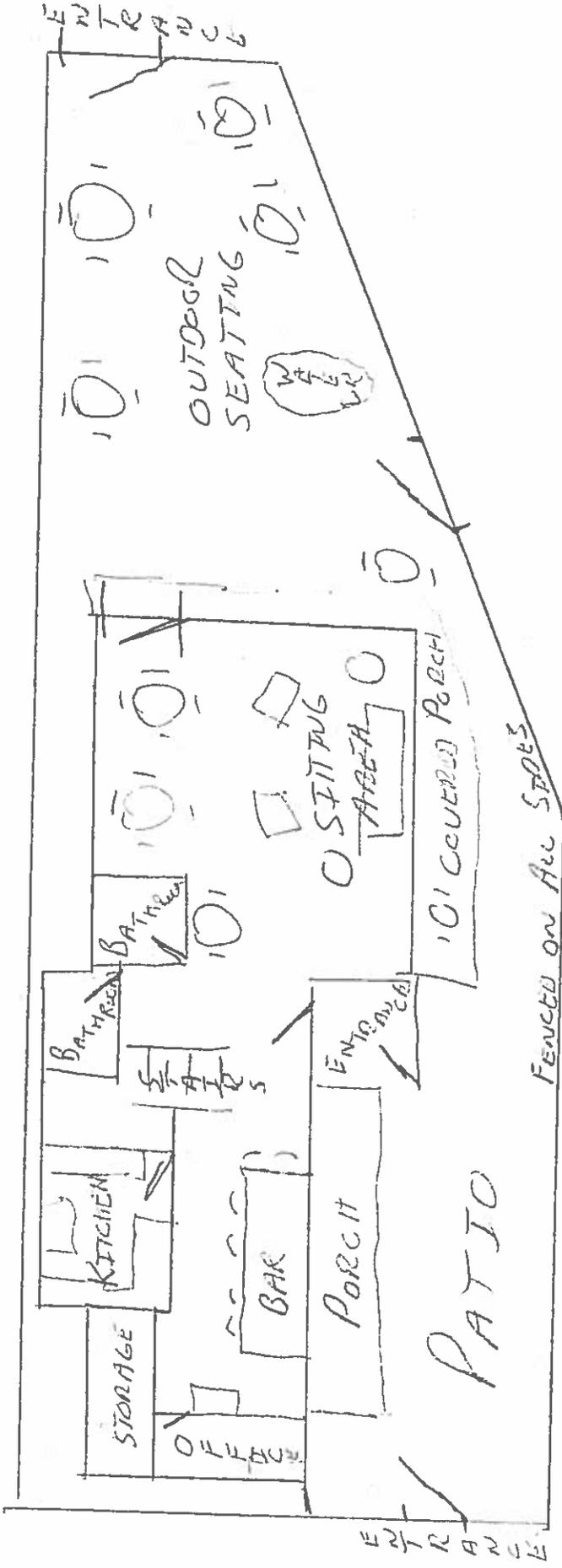
MT. VERNON AVE.



112 Stone St.

116 STONE STREET, MORRISTOWN, CO

↑
N



1400 SQ FT COTTAGE

6a

TOWN OF MORRISON
BOARD OF TRUSTEES, REGULAR MEETING
JUNE 7, 2016
Board Action Form

SUBJECT: Highway 8 Trail – TTG Engineers

The proposed project is the completion of the South Trail as described in the Morrison Trails Master Plan. Previous planning called for an eight (8) foot trail along the east side of Highway 8, but with the vertical drop on the east side and the desire to improve the pedestrian crossing at Red Rocks Vista Drive, the focus will be on the west side of Highway 8. This project will provide safe pedestrian passage along the stretch of highway. The drainage ditch to the west of the road does not allow for an eight (8) foot trail, instead we propose a dedicated bike lane and pedestrian walk that will start at the Morrison Natural History Museum and run approximately one thousand and one hundred (1,100) foot north to Red Rocks Vista Drive. Avoiding the drainage ditch as much as possible will reduce the additional cost of redirecting the drainage.

The typical road section is three (3) lanes with a twelve (12) foot lane traveling north, eleven (11) foot two way left turn lane, twelve (12) foot lane traveling south, and a four (4) foot shoulder to the west. As it approaches the Post Office the road begins to transition to four (4) lanes with a twelve (12) foot right turn lane. We are proposing to narrow the lanes by one (1) foot, and the right turn lane by two (2) feet, to create room for a four (4) foot bike lane with a two and one half (2.5) foot curb and gutter to protect a five (5) foot concrete trail. Narrowing the lanes not only prevents excessive disturbance to the drainage, but it will also work to reduce speeding in the area. This proposed section has not been reviewed or approved by CDOT.

Town Administrator Comments - Funding for this project could be through a DOLA grant and possibly a Jeffco Open Space grant. DOLA grant funds have been frozen until further notice due to potential liabilities against the severance tax funds. I will track this and complete an application if they release the funds. If the Board is in support of this project I can begin discussions with CDOT and looking into grant opportunities.

TOWN ATTORNEY REVIEW: [] YES [x] NO

MOTION: Motion to authorize the Town Administrator to begin discussions with CDOT and look into potential grant funding for the trail connection from the Post Office to the Museum.

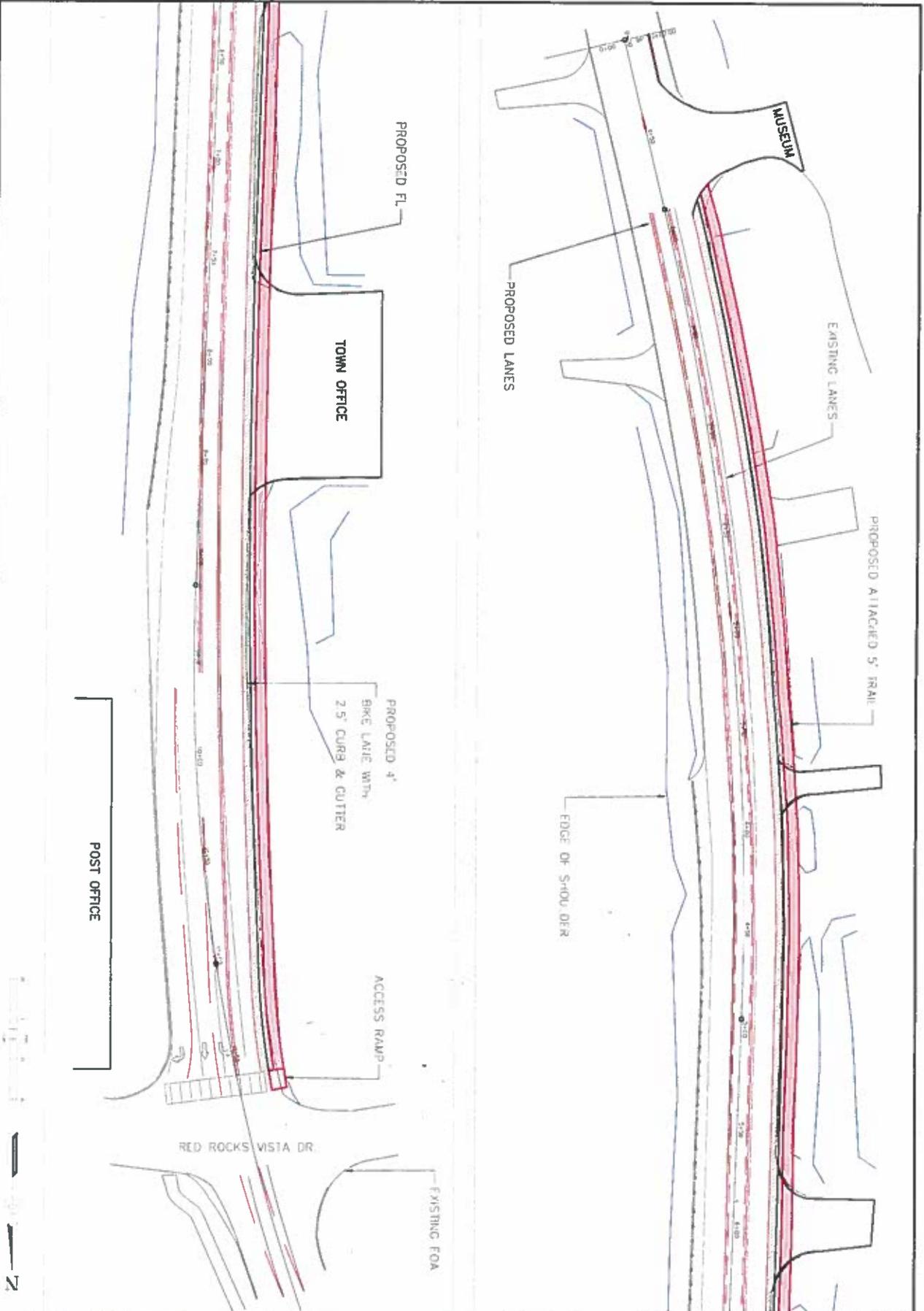
TTG Engineers
Consulting Engineers

OPINION OF CONSTRUCTION COST

Client: Town of Morrison
Project: Highway 8 Trail

Job No: 139-019
By: PC
Date: 05/20/16

No.	Item	Unit	Unit Cost	Quantity	Total Cost	Comments
Demolition						
	Sawcut Asphalt	LF	\$5.00	1,175	\$5,875	
	Remove Existing Asphalt	SY	\$6.00	8	\$50	
	Clear and Grub	LF	\$10.00	1,175	\$11,750	
	Earthwork Cut to Fill	CY	\$5.00	44	\$218	Assume 2' X 0.5' area.
	Import to Fill	CY	\$25.00	140	\$3,491	
	Asphalt Overlay	TON	\$75.00	14,716	\$1,103,667	Assume 7" overlay
	Demolition Total				\$15,509	
Trail						
	Subgrade Preparation	SY	\$3.00	5,330	\$15,989	
	Concrete Trail (6")	SF	\$5.00	5,575	\$27,875	
	Curb and Gutter	LF	\$32.00	1,115	\$35,680	
	Recycled Asphalt (6")	SY	\$20.00	6	\$120	
	Handicap Ramp	LS	\$2,500.00	1	\$2,500	
	Street Total				\$79,664	
Signage						
	Remove/Reset Street Signs	EA	\$250	4	\$1,000	
	Remove Deliniators	EA	\$100	7	\$700	
	Signage Total				\$1,700	
Striping						
	White Right Turn Lane	LF	\$3.20	132	\$422	
	White Left Turn Lane	LF	\$3.20	302	\$966	
	4" Double Yellow	LF	\$1.04	747	\$777	
	4" Yellow Skip	LF	\$1.04	1,484	\$1,543	
	Left Turn Arrow	EA	\$360	3	\$1,080	
	Right Turn Arrow	EA	\$360	2	\$720	
	White Crossblock (2' x 10')	EA	\$180	1	\$180	
	White "Ped"	EA	\$800	1	\$800	
	White "Xing"	EA	\$800	1	\$800	
	White Bike & Arrow Symbol	EA	\$450	2	\$900	
	Striping Mobilization	LS	15%	1	\$1,228	
	Striping Total				\$9,417	
	SUBTOTAL				\$106,290	
	Revegetation	SF	\$0.10	3,232	\$323	
	Erosion Control Blanket	SF	\$0.65	3,232	\$2,101	
	Erosion Control	LS	1.5%	1	\$1,594	
	Construction Traffic Control	LS	100%	1	\$15,000	
	Mobilization	LS	10%	1	\$10,629	
	TOTAL				\$135,938	



 TTG TOWN OF MORRISON ENGINEERING, INC.		TOWN OF MORRISON HIGHWAY 8 TRAIL	
PROFILE VIEW		DATE: _____ DRAWN BY: _____ CHECKED BY: _____	
SHEET NO. 2	TOTAL SHEETS 1	DATE: 09-27-2014	

Memorandum

To: Kara Zabilansky
Date: May 26, 2016
Re: Red Rocks Park Transmission Main
Bid Review– Contract Recommendations

Introduction

This memorandum is a documentation of the evaluation of the bids for the Contractors for the Red Rocks Park Transmission Main Project for the Town of Morrison, Colorado, and provides a recommendation for granting a Notice of Award and proceeding with a Contract to complete the work. The following sections will discuss the following:

- Bid Tabulation & Recommendation Summary
- Recommendation Statement:
A statement that Contractor is Responsible and bid was responsive.

Attachments:

- C&L Water Solutions Bid
- Budget Summary Exhibit

Bid Tabulation

Six prospective bidders attended the mandatory prebid for the transmission main work following a two week advertisement period. Out of the six potential bidders only 2 proposals were received at the proposal opening on Wednesday May 18, 2016 held at 1:30 p.m. Local Time, at the Morrison Town Hall. In discussing with two bidders that didn't submit bids they had indicated that they had been awarded projects in the course of our bidding process, others may have been concerned about the timing of the work on the school site.

Both Bids met the requirements of the Bidding Documents and totals are as reflected on the following page:

CONTRACTOR	Bid Summary
C&L Water Solutions, Inc.	Schedule A: \$178,698.50
	Schedule B: \$130,792.75
	Schedule C: \$102,702.70
	SS Schedule A: \$184,145.00
	Total: \$596,338.95
Jim Noble, Inc.	Schedule A: \$198,950.00
	Schedule B: \$157,975.00
	Schedule C: \$208,425.00
	SS Schedule A: \$182,780.00
	Total: \$748,130.00

The bid was broken into various schedules to separate the major items of work, and associated timing of such work.

Schedule A – 4" Transmission Main Work on Red Rocks Property that will not occur until concert season is over (November).

Schedule B – 4" Transmission Main Work on Red Rocks Elementary Property and park property that needs to occur in June/July.

Schedule C – 1" Service Line Work that will not occur until concert season is over.

SS Schedule A – 8" Sanitary Sewer work – a portion of this schedule may be completed concurrently with Schedule B, with a portion remaining until November.



The apparent low bid was C&L Water Solutions, it was submitted on time, and was in compliance with the bidding requirements set forth in the contract documents and subsequent addendum.

1. Bid was properly executed, with appropriate signatures and seals, acknowledgement of Addenda etc.
2. Bid was complete, with prices as required.
3. Property Surety is provided, as stated in the Instructions to Bidders, with Powers of Attorney etc.
4. Bidders Qualification Statement Supplied.

When considering the bid price by C&L their total bid of \$596,338.5 was well below the \$710,000 estimated in the IGA process, providing a good amount of additional contingency for both the transmission main project, and the pump station project, as well as ancillary work moving forward. A Budget summary is provided as an attachment to this memorandum.

In meeting with the Denver decision makers, it was determined that a bid alternative for a road crossing to be completed by bore instead of by open cut should be awarded. This would increase C&L's awarded contract amount to be \$602,351.45. There may be additional work added to the scope of work at the request of Denver over the next few months but such additions will be handled by Change Order as appropriate.

C&L has extensive experience with this type of project, and should have the expertise to complete the work. Additionally, they have done work with the Town in the past as they have done on-call repair work as needed.

Recommendation Statement

Although the award of the project is the decision of the Town, it is our responsibility to provide a recommendation. Based on our evaluation of the Bid as documented within this memorandum our recommendation would be for the Town to award the Contract to C&L water solutions in the amount of \$602,351.45.



Glendon W. Berrett, P.E.



C&L Water Solutions Bid Package



C+L

SECTION 00 41 43

BID FORM

PROJECT IDENTIFICATION: Red Rocks Park Transmission Main

CONTRACT IDENTIFICATION NUMBER: 139-017

THIS BID IS SUBMITTED TO: Town of Morrison
321 Colorado Hwy 8
Morrison, CO 80465

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with OWNER to perform and furnish all work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for forty five days after the day of Bid opening.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date of issue	Number
May 16, 2015	1

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions, and accepts the determination set forth in paragraph SC-4.02 of the Supplementary Conditions of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purpose.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of paragraph 4.04 of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

4. BIDDER will complete the work, as defined by OWNER to include any or all of the following items, for the price(s) indicated on the attached detail break out sheets. The following is just the summary total of each schedule.

Total Base Bid Price – Transmission Main Base Bid Schedule A

\$ 178,698.50

One hundred seventy eight thousand six hundred ninety eight and fifty cents

(In Words)

Total Base Bid Price – Transmission Main Base Bid Schedule B

\$ 130,792.75

One hundred thirty thousand seven hundred ninety two and seventy five cents

(In Words)

Total Base Bid Price – 1" Service Line Base Bid Schedule C

\$ 102,702.70

One hundred two thousand seven hundred two dollars and seventy cents

(In Words)

Total Base Bid Price – 8" Sanitary Sewer Schedule A

\$ 184,145.00

One hundred eighty four thousand one hundred forty five and zero cents

(In Words)

5. BIDDER agrees that, should the OWNER elect to award the Bid Schedule, that all awarded Work will be substantially completed by December 15, 2016. Final completion for all Work by December 31, 2016. Bidder acknowledges he is familiar with the schedule constraints identified in Section 01 11 00 – Summary of Work.
6. The following documents are attached to and made a condition of this Bid:
- (a) Required Bid Security
 - (b) Bidders Qualification Statement
 - (c) A tabulation of Subcontractors, suppliers, and other persons and organizations required to be identified in this Bid.
7. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on May 18, 2016.

If BIDDER is:

An Individual

By _____
(SEAL)

(Individual's Name)

doing business as _____

Business address:

Phone No.: _____

A Partnership

By _____
(SEAL)

(Firm Name)

(General Partner)

Business address:

Phone No.: _____

A Corporation

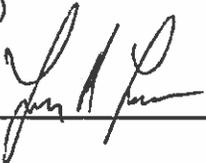
By C&L Water Solutions, Inc.
(Corporation Name)

Colorado
(State of Incorporation)

By Chrystalla Larson
(Name of person authorized to sign)

President
(Title)

(Corporate Seal)

Attest 
(Secretary)

Business address: 12249 Mead Way, Littleton, CO 80125

Phone No.: 303-791-2521

~~A Joint Venture~~

~~By _____
(Name)~~

~~_____
(Address)~~

~~By _____
_____~~

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Transmission Main Base Bid - Schedule A (Station 0+00-19+00)					
Item #	Description	Est. Quantity	Unit	Unit Cost	Est. Total
1	4-inch DIP WL	1900	LF	\$ 42.50	\$ 80,750.00
2	Tie Into Ex. 6" WL	1	Ea	\$ 4,580.00	\$ 4,580.00
3	6"X4" Tee	1	Ea	\$ 350.00	\$ 350.00
4	4" Gate Valve	1	Ea	\$ 870.00	\$ 870.00
5	Valve Box Adjustment	1	Ea	\$ 110.00	\$ 110.00
6	4" 90 Deg Bend	1	Ea	\$ 200.00	\$ 200.00
7	4" 45 Deg Bend	3	Ea	\$ 190.00	\$ 570.00
8	4" 22.5 Deg Bend	1	Ea	\$ 188.00	\$ 188.00
9	4" 11.25 Deg Bend	3	Ea	\$ 186.00	\$ 558.00
10	Air Release Valve Vault	1	Ea	\$ 7,246.00	\$ 7,246.00
11	Parallel (2) 2" Conduit in 4" WL Trench	560	LF	\$ 10.00	\$ 5,600.00
12	Conduit Pull Box	2	Ea	\$ 610.00	\$ 1,220.00
13	Tie In Ex 1.5" WL	1	Ea	\$ 1,865.00	\$ 1,865.00
14	Strip/Stockpile/Reapply Class 6 Gravel Parking Area	900	SY	\$ 6.50	\$ 5,850.00
15	Remove/Replace Ex. Curb & Gutter	10	LF	\$ 205.00	\$ 2,050.00
16	Remove Asphalt (5-Inch Depth)	610	SY	\$ 11.00	\$ 6,710.00
17	Replace Asphalt (5-Inch Depth)	610	SY	\$ 63.50	\$ 38,735.00
18	Replace Pavement Markings	1	LS	\$ 1,500.00	\$ 1,500.00
19	Rock Excavation	60	CY	\$ 85.00	\$ 5,100.00
20	Rock Socks	70	LF	\$ 8.00	\$ 560.00
21	Erosion Control Blankets	25	SY	\$ 30.00	\$ 750.00
22	Revegetation	0.25	AC	\$ 7,990.00	\$ 1,997.50
23	Utility Locates/Potholing	1	LS	\$ 1,274.00	\$ 1,274.00
24	Force Account	1	LS	\$ 5,000.00	\$ 5,000.00
25	Mobilization	1	LS	\$ 4,600.00	\$ 4,600.00
26	Traffic Control	1	LS	\$ 465.00	\$ 465.00

TOTAL BID

\$ 178,698.50

Alternate Pricing For Schedule A					
	Description	Est. Quantity	Unit	Unit Cost	Est. Total
1	4" WL Road Crossing by HDD	50	LF	\$ 157.50	\$ 7,875.00
2	HDD - Modifier for additional LF	1	LF	\$ 125.00	\$ 125.00
3	Asphalt Removal Depth Adjustment Modifier	1	\$/In	\$ 4.00	\$ 4.00
4	Asphalt Paving Depth Adjustment Modifier	1	\$/In	\$ 16.00	\$ 16.00
5	Additional Class 6 Base Course	10	CY	\$ 83.25	\$ 832.50

Transmission Main Base Bid - Schedule B (Station 19+00-37+50)					
Item #	Description	Est. Quantity	Unit	Unit Cost	Est. Total
1	4-Inch DIP WL	1850	LF	\$ 44.00	\$ 81,400.00
2	Tie Into Ex. 4" WL	1	Ea	\$ 1,884.00	\$ 1,884.00
3	4" Gate Valve	1	Ea	\$ 870.00	\$ 870.00
4	Valve Box Adjustment	1	Ea	\$ 110.00	\$ 110.00
5	4" 90 Deg Bend	0	Ea	\$ -	\$ -
6	4" 45 Deg Bend	3	Ea	\$ 190.00	\$ 570.00
7	4" 22.5 Deg Bend	6	Ea	\$ 188.00	\$ 1,128.00
8	4" 11.25 Deg Bend	4	Ea	\$ 186.00	\$ 744.00
9	Air Release Valve Vault	1	Ea	\$ 7,277.00	\$ 7,277.00
10	Strip/Stockpile/Reapply Class 6 Gravel Parking Area	0	SY	\$ -	\$ -
11	Remove/Replace Ex. Curb & Gutter	20	LF	\$ 110.00	\$ 2,200.00
12	Remove Asphalt (4-Inch Depth)	120	SY	\$ 5.50	\$ 660.00
13	Rock Excavation	100	CY	\$ 110.00	\$ 11,000.00
14	Rock Socks	50	LF	\$ 8.00	\$ 400.00
15	Sediment Control Logs	240	LF	\$ 5.50	\$ 1,320.00
16	Silt Fence	375	LF	\$ 4.00	\$ 1,500.00
17	Temporary Construction Fence	1	LS	\$ 1,100.00	\$ 1,100.00
18	Revegetation	0.75	AC	\$ 5,561.00	\$ 4,170.75
19	Restore Crusher Fine Trail	130	SY	\$ 12.50	\$ 1,625.00
20	Utility Locates/Potholing	1	LS	\$ 1,103.00	\$ 1,103.00
21	Force Account	1	LS	\$ 5,000.00	\$ 5,000.00
22	Mobilization	1	LS	\$ 5,531.00	\$ 5,531.00
23	Traffic Control	1	LS	\$ 1,200.00	\$ 1,200.00

TOTAL BID

\$ 130,792.75

Alternate Pricing For Schedule A					
	Description	Est. Quantity	Unit	Unit Cost	Est. Total
1	Asphalt Removal Depth Adjustment Modifier	1	\$/in	\$ 4.00	\$ 4.00

Transmission Main Base Bid - Schedule C (1" Service Line)					
Item #	Description	Est. Quantity	Unit	Unit Cost	Est. Total
1	1-Inch Water Line (Open Cut)	2100	LF	\$ 17.00	\$ 35,700.00
2	Tie Into 4" WL	1	Ea	\$ 2,426.00	\$ 2,426.00
3	1" Curb Stop	2	Ea	\$ 211.00	\$ 422.00
4	1" Blow Off Assembly	2	Ea	\$ 1,482.00	\$ 2,964.00
5	Road Crossing by HDD	345	LF	\$ 46.00	\$ 15,870.00
6	Parallel (2) 2" Conduit in 1" WL Trench	2100	LF	\$ 5.00	\$ 10,500.00
7	2" Conduit by HDD	690	LF	\$ 26.00	\$ 17,940.00
8	Conduit Pull Box	6	Ea	\$ 610.00	\$ 3,660.00
9	Remove/Replace Ex. Curb & Gutter	10	LF	\$ 197.00	\$ 1,970.00
10	Remove Asphalt (5-Inch Depth)	25	SY	\$ 11.00	\$ 275.00
11	Replace Asphalt (5-Inch Depth)	25	SY	\$ 63.50	\$ 1,587.50
12	Rock Socks	20	LF	\$ 8.00	\$ 160.00
13	Revegetation	0.1	AC	\$ 10,392.00	\$ 1,039.20
14	Utility Locates/Potholing	1	LS	\$ 1,135.00	\$ 1,135.00
15	Force Account	1	LS	\$ 1,000.00	\$ 1,000.00
16	Mobilization	1	LS	\$ 3,994.00	\$ 3,994.00
17	Traffic Control	1	LS	\$ 2,060.00	\$ 2,060.00

TOTAL BID

\$ 102,702.70

Alternate Pricing For Schedule C					
	Description	Est. Quantity	Unit	Unit Cost	Est. Total
1	HDD - Install 1" Water Line	2100	LF	\$ 25.00	\$ 52,500.00
2	2" Conduit by HDD	4200	LF	\$ 13.00	\$ 54,600.00

Sanitary Sewer Base Bid - Schedule A					
Item #	Description	Est. Quantity	Unit	Unit Cost	Est. Total
1	8-in SS	1528	LF	\$ 65.00	\$ 99,320.00
2	4' Dia. MH (6-8 ft)	7	Ea	\$ 5,340.00	\$ 37,380.00
3	4' Dia MH (8-10 ft)	1	Ea	\$ 6,290.00	\$ 6,290.00
4	4' Dia MH (10-12 ft)	2	Ea	\$ 7,600.00	\$ 15,200.00
5	MH Rim Adjustment	3	Ea	\$ 650.00	\$ 1,950.00
6	Strip/Stockpile/Reapply Class 6 Gravel Parking Area	750	SY	\$ 6.50	\$ 4,875.00
7	8" SS Road Crossing by HDD	60	LF	\$ 136.00	\$ 8,160.00
8	Rock Excavation	10	CY	\$ 372.00	\$ 3,720.00
9	* Revegetation	0	AC	\$ -	\$ -
10	Utility Locates/Potholing	1	LS	\$ 1,670.00	\$ 1,670.00
11	Force Account	1	LS	\$ 2,500.00	\$ 2,500.00
12	Mobilization	1	LS	\$ 2,380.00	\$ 2,380.00
13	Traffic Control	1	LS	\$ 700.00	\$ 700.00

TOTAL BID

\$ 184,145.00

*

Accounted for in Water Main Schedules

Alternate Pricing For Schedule A					
	Description	Est. Quantity	Unit	Unit Cost	Est. Total
1	HDD - Modifier for additional LF	1	LF	\$ 125.00	\$ 125.00
2	Additional Class 6 Base Course	10	CY	\$ 83.25	\$ 832.50

SECTION 00 43 13

BID BOND

C&L Water Solutions, Inc.

KNOW ALL MEN BY THESE PRESENTS: that whereas Principal, hereinafter called the Principal, and, **Great American Insurance Company**

a corporation duly organized under the laws of the State of Ohio, As Surety, hereinafter called the Surety, are held and firmly bound unto

THE TOWN OF MORRISON, COLORADO

as Oblige, hereinafter called the Oblige, in the sum of Five Percent (5%) of Total Bid Amount Dollars
(\$ -----),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bond ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for the **Red Rocks Park Transmission Main.**

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 18th day of May, 20 16

C&L Water Solutions, Inc.

(Principal)

Christalla Larson

(Title)

President

(Witness)

Secretary

Great American Insurance Company

(Surety)

K'Anne E. Vogel
(Title) K'Anne E. Vogel, Attorney-in-Fact

(Witness)

Dulce R. Higgins

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 14913

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
RUSSELL D. LEAR	KANNE E. VOGEL	ALL OF ALL
WESLEY J. BUTORAC	KATHERINE E. DILL	\$100,000,000.00
DARLENE KRINGS	STEVE J. BLOHM	
DIANE CLEMENTSON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27TH day of JANUARY 2015

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 27TH day of JANUARY

, 2015, before me personally appeared DAVID C. KITCHIN, to me

known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



JENNIFER MARIE RIPPY
NOTARY PUBLIC, STATE OF OHIO
My Commission Expires 6-20-19

Jenny Rippy

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

18th

day of

May

, 2016



Atty L C B
Assistant Secretary

SECTION 00 45 13

BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

SUBMITTED TO: Town of Morrison

PROJECT: Red Rocks Park – Transmission Main

SUBMITTED BY: NAME: C&L Water Solutions, Inc.
ADDRESS: 12249 Mead Way, Littleton, CO 80125
PRINCIPAL OFFICE: Littleton, CO

DOING BUSINESS AS: Corporation Partnership Individual Joint Venture Other

(NOTE: Attach separate sheets as required)

1. How many years has your organization been in business as a General Contractor?
37 years
2. How many years has your organization been in business under its present business name?
8 years
3. If a Corporation, answer the following:
Date of Incorporation:
1981
State of Incorporation:
Colorado
President:
Chrystalla Larson
Vice President (s):
Larry Larson
Jason Larson
Christopher Larson
Secretary:
Larry Larson
Treasurer:
Chrystalla Larson

4. If a Partnership, answer the following:

Date of organization:

Type of Partnership:

(General/Limited/Assoc.)

Name and address of all partners:

5. If other than a Corporation or Partnership, describe Organization and name Principals:

6. What percent of the work do you normally perform with your own forces?

90%-95%

List Trades:

Underground wet utility work

CIPP and various trenchless technologies

Excavations, bedding, compaction

bypass

7. Have you ever failed to complete any work awarded to you? If so, indicate when, where, and why:

No

8. Has any Officer or Partner of your Organization ever been an Officer or Partner of another Organization that failed to complete a construction contract?

No

 If so, state circumstances:

9. List major construction projects your Organization has under contact on this date:

Project Name	Owner	Architect/Engineer	Contract Amount	Contract Date	% Complete	Scheduled Completion
CIPP Lining Project 4, North Davis Sewer District	Brown & Caldwell		\$2,478,910	1/14/2016	42%	12/31/2016
F-106	UDOT	Internal	\$682,000			
F-232	UDOT	Internal	\$164,026			
Highland Dr CIPP	SLC	Internal	\$118,379	4/18/2016	0%	8/30/2016
Annual CIPP	St Vrain Sanitation	Internal	\$610,729	3/15/2016	21%	12/31/2016
2016 CIPP	Bancroft-Clover W&S, Merrick & Company,		\$528,574	3/8/2016	0%	10/11/2016
2016 CIPP	South Englewood Sanitation, Internal		\$368,740	1/1/2016	26%	12/31/2016

10. List major construction projects your Organization has completed in the past five years:

Project Name	Owner	Architect/Engineer	Contract Amount	Contract Date	% Complete	Scheduled Completion
2015 Water Main Upgrades, Southgate W&S,	Burns & McDonnell,		\$886,102	8/2015,	100%	3/2016
2013 Sanitary Sewer Rehab, South Sheridan W&S,	Merrick & Company,		\$1,765,700,	2/3/2014,	100%	12/31/2014
2014 Water System Rehabilitation Project, South Sheridan W&S,	Merrick & Company,		\$2,277,233,	7/28/2014,	100%	11/25/2014
CIPP Lining Project 1, North Davis Sewer District,	Brown & Caldwell,		\$5,635,764,	4/1/2013,	100%	12/15/2013
CIPP Lining Project 2, North Davis Sewer District,	Brown & Caldwell,		\$4,678,705,	3/14/2014,	100%	12/31/2014
CIPP Lining Project 3, North Davis Sewer District,	Brown & Caldwell,		\$4,926,629,	3/13/2015,	100%	12/31/2015
Yearly O&M	Bear Creek W&S, Merrick & Company,		\$270,000 avg	1984	100%	12/31/2015
2014 Manhole Rehabilitation, Southgate W&S,	In House,		\$560,000	5/1/2014	100%	8/30/2014
2015 Annual Lining Contract, City of Longmont,	In House,		\$436,574	1/1/2015	100%	5/30/2015

11. List the construction experience of the principal individuals in your Organization:

Individual's Name	Construction Experience-Years	Present Position & Years Experience	Dollar Volume Responsibility	Previous Position & Years Experience
Chrystalla Larson	37+ years	President	100%	N/A
Larry Larson	37+ years	Vice President	100%	N/A

12. List states and categories in which your Organization is legally qualified to do business:
Colorado, Utah, Idaho, Wyoming, Arizona, New Mexico - excavation and trenchless activities

13. Bank References:
Wells Fargo - Mark Venable 303-470-8928

14. Trade References:
Warning Lites 303-936-2990
Metro Pavers 303-848-8447
DES 303-503-6697

15. Name of Bonding and Insurance Companies and Name and Address of Agents:
Max Bonding Capacity
Flood and Peterson, 2000 S Colorado Blvd, Tower 1 Suite 4000, Denver, CO 80222
Agent: K'Anne Vogel 970-506-3272

\$10,000,000 single job, \$20,000,000 combined

16. The undersigned agrees to furnish, upon request by the CITY, within twenty-four (24) hours after the Bid Opening, a current Statement of Financial Conditions, including Contractor's latest regular dated financial statement or balance sheet which must contain the following items:

Current Assets: (Cash, joint venture accounts, accounts receivable, notes receivable, accrued interest on notes, deposits, and materials and prepaid expenses), net fixed assets and other assets.

Current Liabilities: (Accounts payable, notes payable, accrued interest on notes, provisions for income taxes, advances received from owners, accrued salaries, accrued payroll taxes), other liabilities, and capital (capital stock, authorized and outstanding shares par values, earned surplus).

Date of statement or balance sheet:

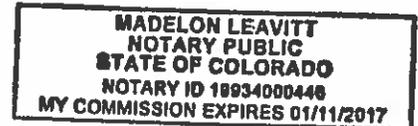
10/31/2015

Name of firm preparing statement:

Bauerle & Company

By: Kenny Kresl

(Agent and Capacity)



17. Dated at 12249 meadow way this 17th day of May, 2016.

Name of Organization: C&L Water Solutions, Inc.

By: Christalla Larson

Title: President

18. NOTARIZATION: State of Colorado County of Southern
M.S. Christalla Larson being duly sworn deposes and
says that he (she) is the President of
C&L Water Solutions, Inc.

Contractor(s) and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this 17th day of May, 2016

Notary Public: _____

My Commission Expires: 01/11/17

END OF SECTION

Subcontractors on Red Rocks Park Transmission Main for C&L Water Solutions, Inc.

Boring Subcontractor: Diversified Underground, Inc.

Asphalt & Concrete: Metro Pavers

Seeding & Erosion: CDI

Budget Summary



Budget Summary Post Bid

Client: Town of Morrison
Project: Red Rocks Amphitheater Connection

Job No: 139-017
By: GWB
Date: 05/18/16

Schedule	Contract Amount	IGA Amounts	Projected Surplus
C&L WS - A	\$ 178,698.50		
C&L WS - B	\$ 130,792.75		
C&L - 4" Bore Alt	\$ 6,012.50		
C&L 4" WL Subtotal	\$ 315,503.75	\$ 410,000.00	
C&L WS - C	\$ 102,702.70	\$ 100,000.00	
C&L WS Water Sub Total	\$ 418,206.45	\$ 510,000.00	
C&L WS Sewer (A)	\$ 184,145.00	\$ 200,000.00	
*Paving Contribution Jeffco Schools	\$ 25,000.00		
Pump Station Contracts			
Pump Station	\$ 239,585.00	\$ 197,000.00	
Electrical	\$ 26,782.00		
Controls	\$ 28,475.00	\$ 75,000.00	
Contingency	\$ 17,591.00	\$ 98,000.00	
**Subtotal	\$ 312,433.00	\$ 370,000.00	
***Ext. of Power	\$ 20,000.00	\$ 20,000.00	
Engineering	\$ 86,500.00	\$ 86,500.00	
Easement	\$ 10,000.00	\$ 10,000.00	
Grand Total	\$ 1,056,284.45	\$ 1,196,500.00	\$ 140,215.55

*With Jeffco Schools doing Paving Work - We are contributing what was estimated for our patching work.
 **Worst Case Cost on Pump Station - All Contingency used - likely to be less
 ***Xcel firm costs not available yet - amount reflected is estimate.

TOWN OF MORRISON
BOARD OF TRUSTEE REGULAR MEETING
June 7, 2016
Board Action Form

SUBJECT: Annual approval of the license for the Mill Street and Holiday Bar to use the Town right of way along Mill Street.

PORCEDURE: Approval Resolution and revocable license.

TOWN ATTORNEY REVIEW Yes No

MOTION: motion to adopt Resolution 2015-07 and the revocable license agreement with DYK. Inc.

**TOWN OF MORRISON
BOARD OF TRUSTEES**

RESOLUTION 2016-08

**A RESOLUTION APPROVING A ONE-YEAR EXTENSION OF A
REVOCABLE LICENSE AGREEMENT WITH
DYK, INC., D/B/A MORRISON HOLIDAY BAR, ALLOWING
OCCUPATION OF A PART OF MILL STREET RIGHT-OF-WAY**

WHEREAS, the Town of Morrison (the "Town"), entered into the Revocable License Agreement attached hereto as Exhibit A (the "Agreement"), with DYK, Inc., d/b/a the Holiday Bar (the "Licensee"), for a portion of Mill Street more fully described in the Agreement on or about June 19, 2012; and

WHEREAS, the Agreement was for a one-year term, and the parties wish to renew the Agreement for an additional one-year term which shall commence at 12:01 A.M. on July 1, 2016, and shall terminate at 11:59 P.M. on June 30, 2017, unless sooner terminated; and

WHEREAS, pursuant to the Agreement, the Licensee shall pay to the Town a fee for the one-year license renewal of One Thousand One Hundred and No/100 Dollars (\$1,100.00), not later than July 9, 2016.

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

Section 1. Agreement Renewed. The Revocable License Agreement attached hereto as Exhibit A, shall be renewed on terms and conditions set forth therein for a period of one-year commencing at 12:01 A.M. July 1, 2016, and ending at 11:59 P.M. on June 30, 2017.

Section 2. Conditions to Renewal. The renewal of the Agreement is conditional upon payment to the Town of a fee for the additional term of One Thousand One Hundred and No/100 Dollars (\$1,100.00), on or before 5:00 P.M. July 9, 2016, and shall provide a current Certificate of Insurance as required by Paragraph 6 of the Revocable License Agreement.

Section 3. Effective Date. This Resolution shall be effective upon its adoption by the Board of Trustees.

INTRODUCED, READ, PASSED AND ADOPTED by the Board of Trustees of the Town of Morrison, Colorado, by a vote of _____ ayes and _____ nays, this 7th day of June, 2016.

TOWN OF MORRISON

Sean Forey, Mayor

ATTEST:

Charla Bryant, Town Clerk

REVOCABLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the TOWN OF MORRISON, a municipal corporation of the State of Colorado, with offices at 321 Colorado Highway 8, Morrison, Colorado 80465, hereinafter referred to as the "Town", and DYK, INC., dba MORRISON HOLIDAY BAR, whose address is 403 Bear Creek Avenue, Morrison, Colorado 80465, hereinafter referred to as the "Licensee". The Town and the Licensee shall hereinafter be referred to collectively as the "Parties".

WITNESSETH

WHEREAS, the Licensee leases property at 403 Bear Creek Avenue, in the Town of Morrison, Jefferson County, Colorado, known as the Holiday Bar; and

WHEREAS, Licensee has requested a License to use a portion of the land owned by the Town along Mount Vernon Creek, known as Mill Street, said portion being more particularly described as follows and shown on Exhibit A attached hereto and made a part hereof:

A ten (10) foot wide by one hundred ten (110) foot long portion of Mill Street on the west side of Mount Vernon Creek beginning at the southern limit of Mill Street right of way and proceeding one hundred ten (110) feet north, (the "Licensed Property");

WHEREAS, the Licensee accepts the responsibility for maintenance and insurance of the Licensed Property and shall hold harmless and indemnify the Town from any loss, cost, claim, expense or liability of whatsoever kind arising from Licensee's use.

WHEREAS, the Board of Trustees has passed Resolution 2016-08, which resolution approves the occupancy and use of the aforementioned Licensed Property by the Licensee in accordance with the terms of this License.

NOW, THEREFORE, in consideration of the mutual promises herein contained and of the grants herein provided, the Town and the Licensee hereby agree as follows:

1. **USE AND IMPROVEMENTS**. Town and Licensee agree that Licensee shall use the Property for the outdoor serving and consumption of food and beverages, which may include alcoholic beverages. Such use shall be exclusive and the public shall be excluded from use of any portion of the Licensed Property. Licensee hereby agrees to install, maintain and replace if necessary, any barriers or fencing along the eastern edge of the Licensed Property necessary or appropriate for the safe use of the Licensed Property, according to the Town's

specifications and subject to approval of the Town as to cost, design, material and construction, and Licensee shall be responsible for maintenance and upkeep of the surface of all of the Licensed Property above described, for the term of this License Agreement, at Licensee's sole cost and expense.

2. **MAINTENANCE.** The Town as the owner of the Licensed Property grants to the Licensee a revocable license and permit to occupy and use the Licensed Property for the uses described in Paragraph 1, subject to all of the terms and conditions contained herein. The Licensee, its successors and assigns shall be totally responsible to maintain the Licensed Property and all improvements therein. In the event that the Licensee is not, in the Town's opinion, adequately performing its maintenance and other responsibilities with respect to the Licensed Property, the Town may, at its option perform the necessary maintenance or other related work. Should the Town incur any cost with respect to its assumption of the Licensee's maintenance and other responsibilities as described herein, the Licensee agrees that the Town shall have the right to bill and collect from the Licensee all costs associated with the Town's activities. In the event that the Licensee fails to reimburse the Town within 30 days after submission of the bill totaling the costs incurred, the Licensee agrees that the Town shall have the right to place a lien against Licensee's interest in Licensee's property adjoining the Licensed Property to the full extent of all costs incurred, or pursue collection in a court of law and shall be entitled to its reasonable costs and attorney fees. However, the exercise of the rights contained herein shall not, in and of themselves, constitute termination of this License Agreement unless the Town takes specific action to terminate in accordance with the procedures set forth in paragraph 3 of this Agreement.

3. **TERMINATION.** This License shall not constitute an interest in land; however, this License Agreement shall run with the land owned by Licensee. This License shall terminate without further action by the Town unless renewed by resolution of the Board of Trustees on or before the beginning of a new license year or upon a violation of the terms of this License and failure to cure after fifteen (15) days written notice. All notices under this Agreement shall be deemed to have been delivered when hand delivered or when deposited in the United States mail, certified, return receipt requested, postage prepaid. Licensee shall have an absolute right to cancel this License Agreement upon Licensee removing its furniture and ceasing its use and giving written notice thereof to the Town, effective as of the time stated in said notice. All improvements made are the property of the Town. All notices under this Agreement shall be deemed to have been delivered when deposited in the United States mail, certified, return receipt requested, postage prepaid.

4. **SAVE HARMLESS.** The Licensee agrees to exonerate, save harmless, protect and indemnify the Town from and against any and all losses, damages, claims, suits, judgments and costs, including reasonable attorney fees, which may arise during the term hereof for personal injury, loss of life or damaged property arising out of Licensee's use of the property described above and this Agreement, and from and against all costs, counsel fees, expenses and liabilities incurred in and about any such claims, the investigation thereof or the defense of any action or proceeding brought thereon, and from and against any judgments, orders, decrees or

liens resultant therefrom and any fines levied by any authority for violation of any law, regulation or ordinance by virtue of Licensee's use of the land and appurtenances described above and this Agreement.

5. **INSURANCE.** During all times that this License is in effect, Licensee shall maintain commercial general liability insurance in the amount of not less than One Million Dollars (\$1,000,000.00) single limit, which shall provide thirty (30) days notice of cancellation and shall show the Town as an additional insured licensee, and shall maintain in the Town Offices a Certificate of Insurance to this effect. The Town does not waive any of the protections of the Colorado Governmental Immunity Act, CRS 24-10-101 et esq.

6. **REMOVAL OF IMPROVEMENTS, PERSONAL PROPERTY.** Upon termination of this License Agreement by either party as provided in Section 3 above, Licensee agrees to remove all of its property permitted hereby and described above, except the improvements which become the property of the Town upon termination, described at Paragraph 3, at Licensee's sole cost and expense, upon demand by the Town. Such removal shall be performed in the period of time allowed by the Town in its demand for the removal, or if not so removed, the Town may, at its option, remove the property encroaching upon the Town's land and bill the Licensee for the cost of such removal. In the event that the Licensee fails to reimburse the Town within 30 days after submission of the bill totaling the costs incurred, the Licensee agrees that the Town shall have the right to take whatever action is necessary to collect said costs including placing a lien against Licensee's interest in Licensee's property adjoining the Property, or initiating a judicial collection proceeding, for all costs incurred, and shall be entitled to all its costs and reasonable attorney fees.

7. **FEES.** In addition to the cost of the improvements set forth in Paragraph 3 above, which shall be the Property of the Town after termination of the License, Licensee shall pay to the Town as rental for the Licensed Property the sum of One Thousand One Hundred and No/100 Dollars (\$1,100.00) for the first license year, which shall be due upon execution of this Agreement by all parties. This license fee may be increased by the Town at the time of license renewal.

TOWN OF MORRISON, a municipal corporation
of the State of Colorado

By: _____
Sean Forey, Mayor

ATTEST:

Charla Bryant, Town Clerk

LICENSEE:
DKY, INC., dba Holiday Bar

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

THE FOREGOING Revocable License Agreement was acknowledged before me this
_____ day of _____, 2016, by _____, Licensee.

WITNESS my hand and seal.
My Commission Expires: _____

Notary Public

TOWN OF MORRISON
BOARD OF TRUSTEES, REGULAR MEETING
JUNE 7, 2016
BOARD ACTION FORM

SUBJECT: Enter into IGA with the City and County of Denver to conduct an engineering feasibility study to receive direct wastewater flows from Red Rocks Amphitheatre.

TOWN ATTORNEY REVIEW: YES NO

MOTION: Motion to enter into and Intergovernmental Agreement between the Town of Morrison, Colorado and the City and County of Denver, Colorado regarding wastewater service for Red Rocks Park.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF MORRISON, COLORADO AND
THE CITY AND COUNTY OF DENVER, COLORADO
REGARDING WASTEWATER SERVICE FOR RED ROCKS PARK**

This Intergovernmental Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2016 by and between the Town of Morrison, a Colorado municipal corporation whose address is 321 Colorado Hwy 8, Morrison, CO 80465 (the "Town") and the City and County of Denver, Colorado, a municipal Corporation of the State of Colorado whose address is 1437 Bannock Street, Denver, CO 80202, (the "City"), together the Town and City are sometimes referred to herein as the Parties or individually as a Party.

RECITALS

WHEREAS, the Town is the owner and operator of a municipal wastewater treatment facility located within the Town; and

WHEREAS, the City owns or has an interest in certain tracts in Jefferson County, Colorado and through its Denver Arts and Venues division, operates a cultural facility used as a venue for musical performances, concerts, and other cultural amenities, including but not limited to Red Rocks Amphitheatre which is located in Red Rocks Park (the park, amphitheater and all other buildings, improvements and activities within the park are collectively referred to herein as "Red Rocks"); and

WHEREAS, the Town and the City have previously entered into a series of intergovernmental agreements whereby the Town receives and treats wastewater from Red Rocks under the terms of the agreement; and

WHEREAS, the Town and the City desire to evaluate the cost and feasibility of changes in the manner of delivery of wastewater from Red Rocks for treatment at the Town's wastewater treatment plant and wish to contract for engineering services for that purpose; and

WHEREAS, each Party has full power and authority under Colorado law to enter into this Agreement, specifically Section 29-1-203, CRS, Article XIV Section 18 of the Colorado Constitution and the Charter and ordinances of each Party.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town and the City agree as follows:

Section 1. Engineering Services

The Parties agree that the Town will separately contract for the following engineering services (the "Engineering Services"):

- Cost, design and feasibility to allow for direct flow of Red Rocks wastewater to the Town's wastewater treatment plant on an as-discharged basis

- Effect of this direct flow on the hydraulic capacity of existing collection lines between the point of origin and the Town's wastewater treatment plant
- Effect of direct flow on odor control at Red Rocks

The Engineering Services are detailed on the attached **Exhibit A**.

Section 2. Responsibility for Contracting

The Town shall be solely responsible for entering into, administering, and enforcing the contracts with independent engineering firms for the Engineering Services. During the work of the engineering firms retained to perform the Engineering Services, the Town shall provide regular reports to the City of their progress. The Town shall invoice the City for the costs of Engineering Services in the manner set forth at Section 4. The Engineering Services and Scope are detailed on the attached **Exhibit A**.

Section 3. Access to Facilities; Sharing of Data

The City shall make its facilities available to the Town and the contracted engineering firms upon reasonable advance written notice, for the purpose of field examination and measurements as needed to perform the Engineering Services. The Town shall provide the City with a full and complete copy of all reports, analyses and other products generated as a result of the Engineering Services, including but not limited to any evaluation of the existing wastewater system, recommendations for improvements to the system, and/or alternative solutions.

Section 4. Payment Procedures

The total cost for the Engineering Services shall not exceed \$19,900.00. The City is exclusively responsible for the Town's actual Engineering Services costs. The procedure for payment made by the City to the Town for the Engineering Services shall be as follows:

- The Town shall submit a requisition in the form set forth in **Exhibit B** attached to and incorporated herein (the "Requisition") and any supporting documentation required by the City, including but not limited to copies of any invoices from the engineering contractor previously paid by the Town, which may be provided following the procedures set forth in the requisition. The Town may submit requisitions as needed but no more frequently than once each month.
- The City shall promptly pay to the Town the amounts described therein. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

Section 5. No Obligation for Future Changes

The Parties recognize that the Town and the City have an interest in cooperatively exploring whether and to what extent direct flow and treatment of wastewater from Red Rocks is feasible from an engineering, technical and financial standpoint. Accordingly, the Parties agree that this Agreement is restricted to obtaining the Engineering Services so as to permit the Parties to

determine whether it is in their mutual best interest to make changes to the existing system for transmitting wastewater from Red Rocks to the Town's wastewater treatment plant. Nothing herein obligates the Town or the City to make any changes to any Town or City facilities without a further agreement between the Parties. The Parties may mutually agree to design changes to the existing system pursuant to an amendment to the terms of this Agreement in accordance with the requirements set forth in Section 14 of this Agreement.

GENERAL PROVISIONS

Section 6. Annual Appropriation

The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

Section 7. Electronic Signatures

The Town consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City, or by the Town in the manner specified by the Town. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 8. Inspection of Records

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Town, involving transactions related to this Agreement until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations.

Section 9. Enforcement

The Parties agree this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and attorney fees as may be available according to the laws and statutes of the state of Colorado; provided, however, the Parties hereby release any claims for incidental, consequential economic or punitive damages. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause the termination of any rights or obligations under this Agreement.

Section 10. Governing Law; Venue

This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, the applicable provisions of the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, and the applicable provisions of the Charter and Municipal Code of the Town of Morrison, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement shall lie in either the District Court in and for the City and County of Denver or the District Court in and for Jefferson County, as the Party initiating the legal action may choose.

Section 11. No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Town; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreements. It is the express intention of the Parties that any person or entity other than the City and the Town receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 12. Claims

In the event of any claim, demand, suit, or action is made abroad in writing by any third person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of the same shall promptly notify and provide copy of said claim, demand, suit, or action to the other Party.

Section 13. Notice

All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by appropriate facsimile or electronic transmission (receipt verified) or by certified mail, return receipt requested, to the following:

Town of Morrison: Town Administrator
 Town of Morrison
 321 Colorado Hwy. 8
 Morrison, Colorado 80465

with a copy to: Town Attorney
 Town of Morrison
 321 Colorado Hwy. 8
 Morrison, CO 80465

To Denver: Executive Director
 Denver Arts & Venues
 City and County of Denver
 1345 Champa Street

Denver, CO 80204

With a copy to: Office of the City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, CO 80202

and to: Venue Director, Red Rocks
Amphitheatre
Denver Arts and Venues
City and County of Denver
4600 Humboldt Street
Denver, CO 80216

The number of persons or addresses set forth above may be changed any time by written notice in the manner provided herein.

Section 14. Entire Agreement; Amendments

This Agreement, including the exhibits which are hereby incorporated by this reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and under consideration for one another. This Agreement may be amended only by mutual agreement of the Parties in a written amendment to this Agreement.

Section 15. No Joint Venture

This Agreement is not intended nor shall this Agreement be construed to establish or constitute a joint venture between the Parties.

Section 16. No Assignment

No Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.

Section 17. Severability

Should any one or more provisions of this Agreement be determined to be illegal or unenforceable all other provisions nevertheless remain if effective; provided however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft terms or conditions that will legally achieve the original intent and purposes of the Parties hereunder.

Section 18. Headings for Convenience

Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the proper scope or intent of any provision of this Agreement.

Section 19. Authority

Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The persons executing this agreement on behalf of each Party warrant that he/s she/they have full authorization to execute this Agreement.

Section 20. Insurance

Each Party may be self-insured as required by Colorado law, or may acquire insurance to insure the activities undertaken in this Agreement. The cost of any such insurance shall be borne exclusively by the Party obtaining such insurance and each Party shall determine what coverage if any is required.

Section 21. Colorado Governmental Immunity Act

The Parties agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 22. No Construction Against Drafting Party

The Town and the City acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

Section 23. Execution of Agreement

This Agreement shall not be or become effective or binding until it has been fully executed by all signatories of City and Town.

Section 24. Use, Possession or Sale of Alcohol or Drugs

Town shall cooperate and comply with the provisions of City Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

TOWN OF MORRISON

By: _____

Sean Forey, Mayor

ATTEST:

Charla Bryant, Town Clerk

ATTEST:

CITY & COUNTY OF DENVER

By: _____

By: _____

APPROVED AS TO FORM:
Attorney for City & County of Denver

REGISTERED & COUNTERSIGNED:

By: _____

By: _____

Manager of Finance

REGISTERED & COUNTERSIGNED

By: _____

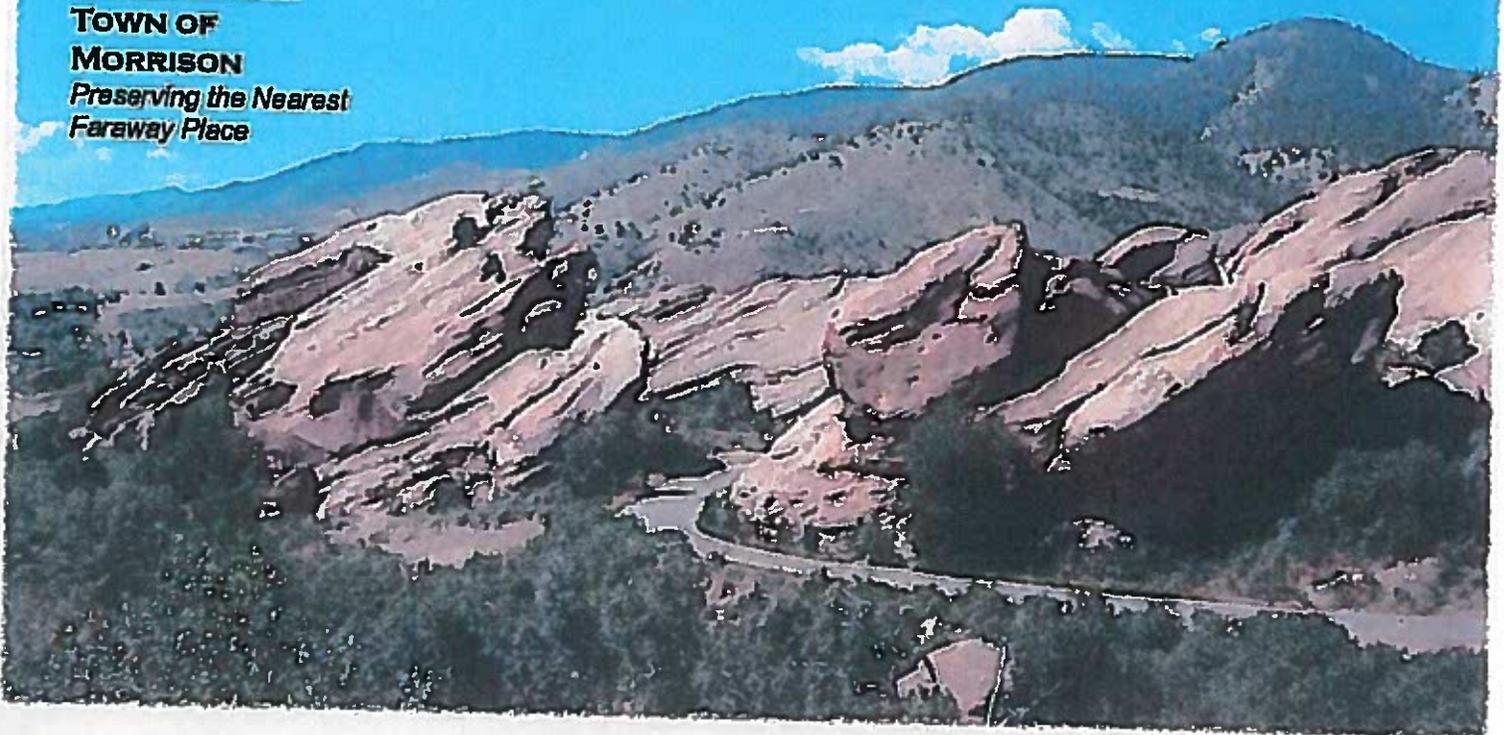
Auditor

EXHIBIT A
Engineering Services Scope of Work

[Attached]



**TOWN OF
MORRISON**
*Preserving the Nearest
Faraway Place*



Red Rocks Park Sanitary Sewer Outfall Evaluation Scope of Services

**Prepared for:
Stantec – Attention Greg Woodward
& The Town of Morrison
March 30, 2016**



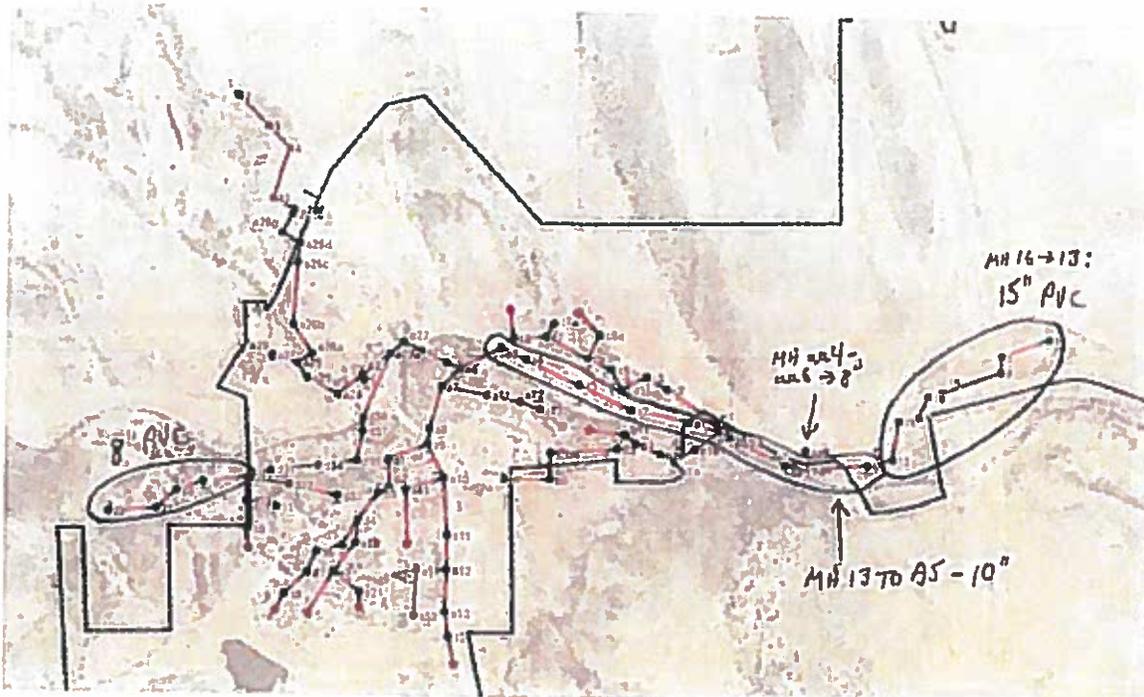
SCOPE OF SERVICES

The Town of Morrison intends to evaluate the potential for Red Rocks Park to direct discharge to the wastewater treatment facility, instead of the metered/limited release from the Park's equalization basin, under current operations. TTG has been asked by Stantec to assist in a preliminary analysis of the implications of this direct discharge on the Town's sanitary sewer collection system. It is understood that Stantec will take the primary lead on evaluating the implications to the treatment process and will assist TTG in developing projected flow rates anticipated through the collection system. Although TTG will be working with Stantec, we anticipate that TTG would contract this work directly for the Town under the on-call services contract. For services as noted Town shall pay the Engineer for actual services rendered on an hourly basis in accordance with rates established in the On-Call Contract, up to the maximum fees summarized below:

Field Work

In discussion with Town Staff, there are no reliable records of the collection system. The known information of the collection system is limited to what is reflected in the following image.

\$2500



ALL NOT SO NOTED IS 8"
BRINE ALL BUT 23-22 & 16-13 IS CONCRETE PIPE

2/5/13
JM

It is our intent to coordinate a day's worth of field investigation of the system with Town Staff and verify that the pipe diameters match the mapping provided by the Town. Concurrently, we will examine the system to see if there are any choke points or problem areas. We will have a surveyor on-site to pick up corresponding manhole rim elevations and depths so that we can have accurate pipe slopes for our system capacity analysis.

SCOPE OF SERVICES

It is unlikely we will be able to capture every manhole but we should be able to get 15-20 located. In advance of the field work, we would best identify critical manholes, i.e. at piping diameter changes and potential significant grade changes based on existing LIDAR topography. Prioritization of critical MH's will be coordinated with Stantec and the Town prior to conducting field investigation. TTG will not focus on field verifying the Red Rocks Park outfall as we currently have asbuilts of that system. We are in the midst of a project that will upsize the outfall to 8-inch piping, but the new pipe would generally match the existing slopes etc.

At the conclusion of the field work, the survey will be put into the Town's base file and retained for the future possibility GIS implementation. This data will include LIDAR topography and Aerial Imagery

Analysis

\$1500

TTG will work with Stantec to identify anticipated flows in each main segment area. It is anticipated that the peak flows will be developed based on the facility design and then broken out by major segment areas using the anticipated contributory area. It is also anticipated the Town will provide SCADA data of the existing plant influent flows to try to identify potential peaking periods to see how that may correlate to discharge from concert events.

TTG will run hydraulic capacity calculations for the various segments and provide summary of data to Stantec for review and subsequently the findings will be incorporated into a memo of the total analysis that will be provided to the Town. TTG will provide recommendations on pipe size increases if necessary, but will not complete any formal design or cost estimating under this scope of work.

Project Meetings

\$750

It is anticipated that TTG will attend up to two project meetings with Stantec, Town Staff, and Denver Arts & Venue Staff.

SUMMARY COMPENSATION

SUMMARY OF FEES	
Service Phase	Fee
Field Work	
Analysis	\$2,500
Project Meetings	\$1,500
	\$750
Total	\$4,750

Reimbursable expenses such as mileage, copies, postage etc. should be paid beyond the lump sum fees indicated for each service. It is anticipated reimbursable costs should not exceed \$150 based on the budget tasks.



2950 East Harmony Road Suite 290, Fort Collins CO 80528-3429

March 30, 2016

Attention: Kara Zabilansky, Town Administrator
Town of Morrison
321 Highway 8
Morrison, CO 80465

Dear Kara,

Reference: Proposal for Evaluation of Red Rocks Pretreatment System Bypass

Stantec has reviewed the background information and the Town of Morrison's plan for receiving raw wastewater from the Red Rocks facility. The following Scope of Services presents our approach to confirm the peak flow conditions that would occur during the by-pass of the Red Rocks Pretreatment System. We propose having TTG contract directly with the Town to conduct the study on the Town's collection system. Stantec will integrate the findings by TTG with our study on the impacts of peak flows and higher strength loading on treatment at the Morrison Water Reclamation Facility.

BASIC SERVICES

1. Review of Existing Data on Red Rocks wastewater flows and pollutant concentrations: Stantec will evaluate and confirm characteristics and timing of peak wastewater flow from the Red Rocks facility.
2. Coordinate with TTG to provide data on the by-pass of the Red Rocks pretreatment system.
3. Evaluate impacts of flow and loading from Red Rocks on the Morrison Water Reclamation Facility: Stantec will review the design criteria of the Morrison WRF to determine how bypassing Red Rocks pretreatment system will impact the WRF.
4. Prepare technical memorandum: Following the analysis of the proposed bypass, Stantec will prepare a memo describing the projected impacts, if any, on the Town's wastewater treatment system. Stantec will integrate the findings by TTG on the impacts on the collection system and submit a draft for the Town's review.

The Town will provide monitoring data from Red Rocks sufficient to characterize peak flow and loading conditions. Stantec will attend a meeting with project representatives from the Town of Morrison and Red Rocks Park.

ENGINEERING FEES

Stantec proposes to complete the Scope of Work for a fixed fee of \$10,500. Attached is the scope and fee proposal from TTG.

Design with community in mind



March 30, 2016
Kara Zabilansky,
Page 2 of 2

Reference: Proposal for Evaluation of Red Rocks Pretreatment System Bypass

We appreciate the opportunity to work with the Town to provide solutions for infrastructure challenges and utility operations.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in black ink that reads "Terry McEnany".

Terry McEnany, P.E.
Senior Engineer, Water
Phone: (970) 482-5922 ext 608
Fax: (970) 482-6368
terry.mcenany@stantec.com

Attachment: Red Rocks Park Sanitary Sewer Outfall Evaluation Scope of Services by TTG

c. Greg Woodward, Stantec

tpm c:\users\lmcenany\documents\my marketing\monson\red rocks pretreatment bypass eval\lel_scope_redrocksbypass-2016.03.30.docx



April 28, 2016
File: 205305082 On-Call Task Definition

Attention: Kara Zabilansky, Town Administrator
Town of Morrison
321 Highway 8
Morrison, CO 80465

Dear Ms. Zabilansky,

Reference: Proposal for Odor Investigation

Following the site visit at the Red Rocks amphitheater it was noted that there are periods of significant odors at two sites. The first is the main grease trap near center stage of the amphitheater and the other is in the collection system near the school close to Town. Further discussions revealed that these odors are the most prevalent during a concert or other events at the center.

Since there is very little information pertaining to the type of odor, the specific locations of the source or the concentrations of the odors an initial investigation needs to be conducted to then determine where and to what extent odor sampling could be performed. As the odors are identified during this visit the locations of where ventilation is occurring will be evaluated and potential locations for odor control and treatment systems will be reviewed.

BASIC SERVICES

1. Conduct a site visit during daylight hours to identify the locations of the odors and the general arrangement of the collection system and grease traps through the amphitheater will be conducted.
2. During the same visit the odors during an event will be identified. Access to the concert venue will be required during said event.
3. A Site Visit memo will be developed identifying the findings of the visit and recommendations for subsequent steps to quantify the odors and an evaluation of odor control equipment or treatment.

Stantec will provide the summary memo shortly following the site visit.

Stantec will also coordinate the site visit with a concert at Red Rocks. Access to the main stage and locations of odor emissions found during the day time site visit will be required.

ENGINEERING FEES

This task odor is anticipated to be completed under Stantec's On-Call service agreement with the Town of Morrison. Stantec proposes to complete the Scope of Work for a fixed fee of \$4,650.



April 28, 2016
Kara Zabilansky, Town Administrator
Page 2 of 2

Reference: Proposal for Odor Investigation

Once again, we appreciate the opportunity to work with the Town and its neighbors and partners to provide innovative and sound solutions to your challenges.

Regards,

Stantec Consulting Services, Inc.

A handwritten signature in black ink, appearing to read "Greg Woodward".

Greg Woodward
Principal
Phone: (303) 285-4585
Fax: (303) 758-4828
greg.woodward@stantec.com

Attachment: na

c.

\\w\users\gwoodward\documents\jobs\201505082 - morison on call\odor investigation - red rocks\letter scope_odor investigation_042816.docx

EXHIBIT B
Form of Requisition
[Attached]

Mayor and Board of Trustees:

The Morrison Police Department Report for May, 2016.

1. The Morrison Police Department conducted its bi-annual Prescription Drug Take-Back day at the police building. We collected 81 lbs of unwanted and expired prescription drugs to turn over to DEA for disposal.
2. Lt. Joiner completed the Northwestern Command/Supervisory College at the Louisville Police Department this month. He scored an overall 91% and earned 3 college credits towards his BA degree. Command Officers from twelve police agencies throughout Colorado, Idaho and Alaska attended this school.
3. Two groups of Red Rocks Elementary school kids, thirty per class, walked from the school to the police department for their final field trip of the year. They were given a tour of the police building and shown our equipment, including vehicles. They were sworn to listen to their parents and superiors.
4. Jennifer received an award for being error free in the Uniform Crime Reporting Program from the Colorado Bureau of Investigation Crime Information Management Unit (three month period).
5. Crimes/calls for service handled by Morrison Police Officers in **May, 2016.**
 - **Three Vehicle Accidents Investigated/Reported by Morrison Police Officers:** Bear Creek Ave @ Hwy 8 – Two vehicle non-injury accident (vehicle #1 backed into vehicle #2); 18131 Hwy 8 – Single vehicle injury accident (large semi-truck carrying a full load exiting Aggregate Industries could not stop & made right turn causing truck and load to turn over, driver to hospital by WMF); NB Hwy 285 @ mm247.5 – Single vehicle non-injury accident (vehicle traveling northbound lost control, hit center median, and spun 180 degrees).
 - **Two Stolen Vehicles in May:** NB Hwy 285 @ mm247 – Dispatched call on a multi-vehicle accident (driver from BMW left scene on foot, Morrison Officers and Jeffco Deputies responded and commenced searching for suspect, BMW stolen from an Englewood dealership, suspect given a ride by unsuspecting couple to town, suspect located at the TnT Country Kitchen restroom and arrested after giving himself up); Rooney Rd @ Morrison Rd – MPD Officers dispatched to intercept a stolen vehicle from location (a chase ensued with MPD, Jeffco & CSP involved, stolen vehicle crashed at C470 & Quincy, two males & a female sustained minor injuries, taken to hospitals and subsequently booked into Jefferson Co Jail).
 - **Twenty Motorist Assists:** SB Hwy 285 @ Parmalee Gulch – Motorist (CO QPN-953) out of gas in roadway (vehicle moved to shoulder, waiting for passenger to return with gas); WB C470 @ Alameda Pkwy – Disabled vehicle (CO 629-QUF) attempt jump for dead battery to no avail (called for tow); SB Hwy 285 @ Hwy 8 – Assist motorist (CO 972-QKF) change flat tire in heavy fog; WB C470 @ mm3 – Motorist (CO 959-WXJ) out of gas (husband in route); WB C470 @ mm4.5 – Motorist (CO 638-JPP) with flat tire (tow in route); Rooney Rd @ Morrison Rd –

Motorist (CO GBY-115) out of gas (walking to Conoco for gas); SB Hwy 285 @ mm248 – Semi-Truck (WI 191507B) stalled in roadway (overheated engine, waiting to cool); Morrison Rd @ EB C470 on-ramp – Truck (CO QDD-721) lost power (tow in route); WB C470 @ mm3 – Vehicle (CO 134-TVX) safely off roadway (assistance in route); Hwy 8 @ Forest Ave – Change flat tire for motorist (CO 145-RLR); 100 Blk Bear Creek Ave – Assist motorist (CO QLS-053) change flat tire; Mt Falcon Park – Dispatched on vehicle (CO 787-XUF) break-in (owner locked himself out of his vehicle); NB Hwy 285 @ mm247.5 – Change flat tire for motorist (CO 440-QMI); SB Hwy 285 @ mm246.5 – Assist motorist adding water to radiator (wait for vehicle to cool down and drive away); WB Morrison Rd @ Rooney Rd – Moved vehicle (temp, 235682P) stalled on highway out of traffic); WB C470 @ Alameda Pkwy off ramp – Disabled vehicle (CO 248-XWB) tow in route; Morrison Rd and Rooney Rd – Tow in route for vehicle in RTD Parking lot; SB Hwy 285 @ mm247 – RV disabled in #2 lane (moved to shoulder); Morrison Rd @ C470 – Assisted motorist (CO 650-VVF) change flat tire; SB Hwy 285 @ mm247.5 – Assisted motorist (CO 490-GQF) change flat tire.

- **Two Welfare Checks in April:** Bear Creek Ave @ So Park Ave – Male passed out on bench (cleared and sent on way); 16283 Morrison Rd (Conoco) – Female left behind by friend unable to get a ride or afford a taxi (courtesy ride home).
- **Eight Citizen/Business Issues/Assistance:** 209 Bear Creek Ave (Café Prague) - Business alarm (back door left open, no signs of forced entry, cleared and secured back door); 121 Stone St (Cliff House Alleyway) – Delivery truck pulled hanging lights down in alleyway (information exchanged); 111 Red Rocks Vista Dr – House alarm (kitchen door open, cleared and secured home); 308 Bear Creek Ave (Bradley's Gas Station) – Unintentional damage to fuel pump (white jeep pulled away without removing fuel nozzle); 18131 Hwy 8 (Aggregate Industries) – Possible fake driver's license (valid, no crime); 16283 Morrison Rd (Conoco) – Civil standby for custody exchange; 211 Red Rocks Vista Dr – Report of a mountain lion in area (checked OK); 16283 Morrison Rd (Conoco) – Call on male in possession of stolen smart phone (phone and bag with mail, credit cards and driver's licenses belonging to other individuals recovered, male incarcerated at Jefferson Co Jail, investigation continues with charges pending).
- **Two Animal Issues in May:** Mt Falcon Park (east parking lot) – Male and his dog confrontation with another male with a Taser concerning possible lease law violation (no physical contact, both advised); 15699 Morrison Rd – Vehicle/deer accident (severely injured deer put down).
- **Ten Assist Other Agencies:** **Colorado State Patrol (3):** EB C470 @ Alameda Pkwy – Vehicle (CO temp 614867N) stop for CSP (REDDI report); SB Hwy 285 @ N Turkey Creek Rd – Cover CSP on a Vehicle/motorcycle non-injury accident; WB C470 exit ramp to Morrison Rd – Cover hit & run accident. **Jefferson County Sheriff's Office: (5):** WB C470 @ mm4 – Cover Jeffco on a DUI stop/arrest; Red Rocks Lower Lot – Female Red Rocks concert attendee lost her vehicle (CO 814-QFX) located in upper north lot; Bandimere Speedway (north end) – Two males shooting guns into hillside (Bandimere official gave permission, advised); C470 @ Morrison Rd – Assist Jefferson Co Investigator with Careless Driving stop (male driving with suspended driver's license); 3051 So Rooney Rd (Bandimere Speedway) – Golf cart accident (male arrested for DUI and turned over to Jeffco). **Denver Police Department (2):** WB C470 @

mm4.5 – Denver Police patrol car disabled in roadway (pushed to shoulder to wait for help); 109 Bear Creek Lane – Assist Denver Police with active warrant arrest (two warrants).

- **One DUI/WAI/Drunk/Detox:** EB Hwy 74 @ mm18 – Speeding and Careless Driving motorist taken into custody for DUI (blood alcohol test, .216) male passenger to Detox).
- **Four Abandoned Vehicles in April:** SB Hwy 285 @ mm247 – (CO 273-SXY) cleared and 24 hr red tag; SB Hwy 285 @ mm247.5 – (NM 271-SHF) cleared and 24 hr red tag; EB C470 @ mm3 – (CO AQE-910) Unoccupied & out of jurisdiction (Jeffco notified); Hwy 8 @ Hwy 285 – Vehicle with no plate (VIN cleared and 24 hr red tag).
- **Six Road Debris/Traffic Hazards:** EB C470 @ Alameda Pkwy – washing machine moved to shoulder; Hwy 8 on-ramp to SB Hwy 285 – Aggregate notified and sent sweeper to clean up gravel spill from one of their trucks; WB C470 @ Morrison Rd – Bag of clothing removed from roadway; 17903 Hwy 8 – Dead deer removed from roadway and into ditch; SB Hwy 285 @ Hwy 8 – Wooden chair moved from roadway to shoulder; NB Hwy 285 @ Hwy 8 – Wood removed from roadway to shoulder.
- **Two Suspicious Vehicles:** Market St @ Mt Vernon Rd – Male sleeping in vehicle (CO QIF-094) cleared and advised; 14711 W Morrison Rd (Red Rocks Baptist Church) – Motorist (CO QWC-802) sleeping in vehicle (cleared and sent on way).
- **Three Nursing Home Calls (150 Spring St):** Possible assault of one female resident to another female resident (both denied incident); Possible sexual contact between two female patients with Alzheimer's; Male resident not breathing (West Metro on scene).
- **Seventeen Miscellaneous Incidents:** 100 Blk Bear Creek Ave – Female issued summons for driving a vehicle with expired license plates (expired 12/2015); SB Hwy 285 @ mm247.5 – Routine traffic stop for speeding results in summons issued for driving with a denied driver's license (unpaid tickets); EB C470 @ mm4 – Routine traffic stop for speeding results in summons issued to driving without a valid driver's license; EB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving with a denied driver's license (unpaid tickets); EB Hwy 74 @ Hwy 8 – Routine traffic stop for speeding results in arrest of a Habitual Traffic Offender (alcohol related issues); WB Hwy 74 @ mm18 – Routine traffic stop for speeding results in summons issued for driving with a revoked driver's license (criminal mischief, Theft); SB Rooney Rd @ Morrison Rd – Summons issued for expired license plates displayed on vehicle; WB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for expired license plates displayed on vehicle; WB Hwy74 @ mm18 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license (excessive points); SB Hwy 285 @ mm247 – Routine traffic stop for speeding results in summons issued for driving without a valid driver's license; WB C470 @ mm4 – WB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving without a valid driver's license; WB Hwy 74 @ mm18 – Routine traffic stop for speeding results in summons issued for driving under restraint (failure to pay child support); NB Hwy 285 @ mm247.5 – Routine traffic stop for speeding results in an arrest for riding a motorcycle without a motorcycle endorsement, interlock device and violating restrictions on the driver's license; EB

C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license (nonpayment of child support); SB Hwy 285 @ mm247 – Routine traffic stop for speeding results in summons issued for driving with no license plates on vehicle; EB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving with a denied driver's license (unpaid tickets); WB C470 @ mm4 – Routine traffic stop for speeding results in summons issued for driving with a suspended driver's license (non-payment of child support).

6. There were 11 dispatched calls in which Morrison Police Officers were unable to locate the subject of the call or the incident such as: Missing dog, wrong way driver, hit & run vehicle, male walking on highway, suspicious person on highway, motorist with hood up, illegal dumping, REDDI reports, six deer on shoulder of roadway & hit and run road rage.

7. Jennifer answered 347 phone calls and assisted 53 walk-ins to the police building in May, 2016.

8. Morrison Police Officers issued 861 traffic citations, gave 61 warnings and 29 parking tickets in May, 2016.

Thank you all for your continued support,

Rudy Sandoval, Chief of Police
Morrison Police Department
(303) 697-4810
chief@police.town.morrison.co.us

WATER

- Our Raw Water source is still being provided by the operating reservoir and will continue to be until we get the water level down another 3 -5 ft. The remaining will be pumped up to the Cooley Res until the suction pipe in the operating reservoir is visible.
- New SCADA (Supervisory Control And Data Acquisition) computer has been installed and is currently in use. This was very much needed and has added several levels of operating QC.
- Locates at the WTP for the new clearwell project have been completed. We will be starting the surveying on 6/6/16.
- We have rented out a hydrant meter to APC Construction and will be providing all water that is needed for their millings at a rate of \$4.37 per 1,000 gal.. (This is the C-470 project you see going on)
- The Utility department has added a new suction pipe in our sedimentation basin that will allow us to pump water to our skid (membrane treatment) that has allowed floc to settle out instead of pulling the water 2 ft off of the bottom of the basin.

**WASTEWATER**

- We have successfully put online the second SBR (Sequencing Batch Reactor).
- As a trial run Red Rocks is currently sending us 40-50 gpm instead of 24 gpm from their EQ tank per my request. This will help feed the second SBR as well as give us a better indication on the performance of the SBRs at higher flows, like the flows we will see when we take responsibility of the EQ tank.

- Working closely with the Bear Creek Nursing home in the replacement of their grease trap. Extreme unsanitary conditions in the walk in crawl space of the BCNH. Grease trap has been overflowing as well as a sewer leak. Explained the severity of this problem and was told by Dan Kip Director of Maintenance that grease trap will be pumped daily to stop from overflowing until this problem is resolved and grease trap is replaced.



BCWA

- A memorandum was prepared and shared to members of the BCWA titled, *Copper Monitoring Segment 1e*. The memo is provided as an attachment these minutes. The memo describes the BCWA's response to the 303(d) listing of segment 1e for Copper. The BCWA will commence a copper sampling routine at three locations referred to as BCWA site P3 14c (upstream of the Harriman Ditch) BCWA sample site 87 (a new sampling site located on the Mt. Vernon Drainage) and BCWA sample site 14b (at the USGS gauging station in Morrison Park West). The purpose of the sampling is to narrow down the source of the high copper levels previously recorded near the inlet of the Harriman Ditch.
- The BCWA will be covering the costs of this sampling effort estimated at \$2,100 per year as part of shared services for the BCWA.
- The Utility Department will be pulling the copper samples. Based on conversations after the meeting it was determined that the first sampling event will likely occur on Thursday, June 2nd.
- There was discussion about the specific location of the three sampling sites and ultimately the board agreed that the three sites identified in the memorandum are sufficient in order to

narrow down the potential source of copper. However, it was mentioned that a raw water tank at Red Rocks could have potentially acted as a source of copper. When that tank has been flushed in the past it has had an obvious impact on the Mt. Vernon Creek (color changes). Now that Morrison will be providing water to Red Rocks the old raw water tank will likely be abandoned, this may take care of the copper issue.

- In order to more specifically determine the source of copper the Town of Morrison will be adding a fourth copper sample that is taken below the area where drainage from Red Rocks confluences with the Mt. Vernon Creek. The fee for this sample would need to be covered by the Town of Morrison as opposed to the BCWA. The cost of the lab to run three copper samples for the BCWA is \$210 so the cost of one additional sample is estimated near \$70. That additional sample could provide useful information, particularly while the suspected raw water tank is still present and is being decommissioned.
- A summary of all the previous Copper sample data collected for segment 1e was sent out by the BCWA Membership in the form of an excel spreadsheet.
- A representative for the Conifer Metropolitan District gave an update to the board about their desire to modify their groundwater discharge permit to include a higher limit for total dissolved solids. They currently exceed their permitted limit of 400 mg/L. The board asked for more information regarding background levels of TDS.
- The BCWA was provided with documents related to rezoning a portion of land on the southeast and northwest corner of C-470 and West Alameda Parkway from a Corridor District – Medium Scale Retail to a Planned Development. The electronic referral documents list the Town of Morrison as an external reviewer. The Town is likely much more familiar with this zoning request than I am based on the limited information presented during the BCWA meeting.
- Apparently the zoning requested stated that wastewater services may be provided through a temporary onsite wastewater treatment system (OWTS) or a holding vault until a more permanent solution is established. Estimated flows from the two developments were estimated near 56,000 gpd each. The BCWA is not in support of a temporary vault or OWTS, the BCWA would like to see consolidation with an existing water and sewer District. The BCWA plans to draft a memo identifying that the BCWA is not in support of a vault or a temporary OWTS.

Thankyou
Fritz Fouts
Utility Director

TOWN OF MORRISON
BOARD OF TRUSTEE REGULAR MEETING
June 7, 2016
Board Action Form

SUBJECT: Approval of Consent Agenda

PROCEEDURE: Approve the minutes, vouchers and payroll

RECOMMENDATION: Approve the Consent Agenda

TOWN ATTORNEY REVIEW: YES NO

MOTION: Motion to approve the Consent Agenda.

Date	Payee	Employee Number	Reference Number	Check Number	M	Gross	Expense	FICA	FWT	SWT	Deduct	Net	D	Info	F/T
05/20/2016	PC	6286	33	33		46,946.09	.00	3,506.15	4,545.00	1,557.00	3,626.01	33,711.93			.00
Total PC:						46,946.09	.00	3,506.15	4,545.00	1,557.00	3,626.01	33,711.93			.00

PC Hours/Units/Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,624.25	.00	Direct Deposit Net	33,711.93	D	Informational	.00
2-00	Overtime Pay	3.25	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	108.85	.00				Fringe Benefit	.00
4-00	Sick Leave Pay	44.40	.00					
5-01	PD Parking Enforcement	27.00	.00					
5-02	PD Special Officer Wages	146.00	.00					
Grand Totals:		1,953.75	.00		33,711.93			.00

Total 05/20/2016:		6286	33	33	46,946.09	.00	3,506.15	4,545.00	1,557.00	3,626.01	33,711.93			.00
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05/20/2016 Hours/Units/Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,624.25	.00	Direct Deposit Net	33,711.93	D	Informational	.00
2-00	Overtime Pay	3.25	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	108.85	.00				Fringe Benefit	.00
4-00	Sick Leave Pay	44.40	.00					
5-01	PD Parking Enforcement	27.00	.00					
5-02	PD Special Officer Wages	146.00	.00					

86

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
	Grand Totals:	1,953.75	.00	33	46,946.09	.00	3,506.15-	1,557.00-
							4,545.00-	33,711.93-
								.00
	Grand Totals:	6286		33	33,711.93-			33,711.93-
								.00

Grand Totals Hours/Units/Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,624.25	.00	Direct Deposit Net	33,711.93-	D	Informational	.00
2-00	Overtime Pay	3.25	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	108.85	.00				Fringe Benefit	.00
4-00	Sick Leave Pay	44.40	.00					
5-01	PD Parking Enforcement	27.00	.00					
5-02	PD Special Officer Wages	146.00	.00					
	Grand Totals:	1,953.75	.00		33,711.93-			.00

Report Criteria:

Invoices with totals above \$0.00 included.
Only paid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
GENERAL FUND							
10-25370 Insurance Payable							
126	Kaiser Permanente	18593570	Medical	05/10/2016	9,265.52	9,265.52	06/07/2016
953	Principal Financial Group	314	Benefits	05/18/2016	941.19	941.19	06/07/2016
953	Principal Financial Group	314	Benefits	05/18/2016	135.36	135.36	06/07/2016
Total:					10,342.07	10,342.07	
CAPITAL PROJECTS - GF							
10-40-903 South Walkway/Highway 8							
361	TTG INC. OF DENVER	108671	Professional services	04/29/2016	2,260.00	2,260.00	06/07/2016
10-40-907 Rooney Valley Masterplan							
142	Mccool Development Solutions,	8956	Rooney Valley	05/27/2016	11,172.27	11,172.27	06/07/2016
Total CAPITAL PROJECTS - GF:					13,432.27	13,432.27	
ADMIN							
10-50-110 EMPLOYEE BENEFITS							
50	Cobrahelp	110893	CobraHelp	05/14/2016	15.00	15.00	06/07/2016
10-50-200 Outside Services							
728	Allen Technology	11489	Core Coverage	06/01/2016	199.15	199.15	06/07/2016
10-50-210 Printing and Duplication							
252	Xerox Corporation	84806936	MODEL W7845PT	05/30/2016	76.52	76.52	06/07/2016
10-50-215 Telephone/Internet							
66	Comcast	0519	telephone/internet	05/19/2016	81.04	81.04	06/07/2016
212	T-mobile	051316	Account 515485017	05/13/2016	74.62	74.62	06/07/2016
10-50-385 Marketing/Event Contributions							
113	Home Depot Credit Services	1021319	Supplies	04/27/2016	67.29	67.29	06/07/2016
113	Home Depot Credit Services	1021319	Supplies	04/27/2016	5.94	5.94	06/07/2016
113	Home Depot Credit Services	1021319	Supplies	04/27/2016	238.37	238.37	06/07/2016
242	Walmart	0517	Supplies	05/19/2016	72.86	72.86	06/07/2016
10-50-387 Publication							
85	Evergreen Newspapers	8X3	Legal Advertising	05/25/2016	55.44	55.44	06/07/2016
10-50-395 Office Supplies							
343	Staples Advantage	3302032507	Office supplies	05/07/2016	28.12	28.12	06/07/2016
343	Staples Advantage	3303168408	Office supplies	05/21/2016	17.91	17.91	06/07/2016
10-50-397 Operating Supplies							
33	Business Ink, Co.	212687	Liquor notice signs	05/13/2016	83.00	83.00	06/07/2016
Total ADMIN:					1,015.26	1,015.26	
COURT							
10-70-200 Outside Services							
728	Allen Technology	11489	Core Coverage	06/01/2016	199.17	199.17	06/07/2016
59	Colorado Dept Of Revenue - Dmv	0531	Default Clearances	05/31/2016	165.00	165.00	06/07/2016
59	Colorado Dept Of Revenue - Dmv	0602	Default Clearance	06/02/2016	15.00	15.00	06/07/2016
259	Kelly Services, Inc.	19165216	Temp Agency	05/16/2016	302.56	302.56	06/07/2016
259	Kelly Services, Inc.	20172003	Temp Agency	05/23/2016	151.28	151.28	06/07/2016
10-70-210 Printing and Duplication							
252	Xerox Corporation	84806936	MODEL W7845PT	05/30/2016	76.52	76.52	06/07/2016
10-70-215 Telephone/Internet							
66	Comcast	0519	telephone/internet	05/19/2016	81.04	81.04	06/07/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-70-395 Office Supplies							
755	Eldorado Artesian Springs	21145895	Water Town Office acct 173522	05/20/2016	2.50	2.50	06/07/2016
343	Staples Advantage	3302032507	Office supplies	05/07/2016	9.36	9.36	06/07/2016
343	Staples Advantage	3303168408	Office supplies	05/21/2016	17.93	17.93	06/07/2016
Total COURT:					1,020.36	1,020.36	
PLANNING							
10-75-214 Developer Retainage Expenses							
142	Mccool Development Solutions,	8956	Phillips 66 sign and building permi	05/27/2016	190.00	190.00	06/07/2016
10-75-415 Planning and Zoning Services							
142	Mccool Development Solutions,	8956	110 Wood Lane Addition-variance	05/27/2016	76.00	76.00	06/07/2016
142	Mccool Development Solutions,	8956	120 Bear Creek Ave lot line adj	05/27/2016	209.00	209.00	06/07/2016
142	Mccool Development Solutions,	8956	General Planning	05/27/2016	2,000.00	2,000.00	06/07/2016
Total PLANNING:					2,475.00	2,475.00	
POLICE							
10-80-200 Outside Services							
728	Allen Technology	11489	Core Coverage	06/01/2016	199.17	199.17	06/07/2016
10-80-210 Printing and Duplication							
252	Xerox Corporation	84806934	MODEL W7855PT	06/01/2016	228.10	228.10	06/07/2016
10-80-215 Telephone/Internet							
66	Comcast	0519	telephone/internet	05/19/2016	81.04	81.04	06/07/2016
10-80-345 Edu., Training & Equip. Surchar							
161	Neve's Uniforms & Equipment	334790	Uniform	05/20/2016	332.67	332.67	06/07/2016
161	Neve's Uniforms & Equipment	334790	Uniform	05/20/2016	141.95	141.95	06/07/2016
10-80-360 Gas, Oil, and Vehicle Repair							
113	Home Depot Credit Services	1021319	Supplies	04/27/2016	70.89	70.89	06/07/2016
258	Jefferson County S. O.	0516	Unit 5	05/16/2016	60.97	60.97	06/07/2016
258	Jefferson County S. O.	0516	Unit 3	05/16/2016	4.56	4.56	06/07/2016
258	Jefferson County S. O.	0516	Unit 3	05/16/2016	134.85	134.85	06/07/2016
169	Phil Long Ford Of Denver Llc	628503	vehicle service	05/19/2016	90.21	90.21	06/07/2016
10-80-370 Repair and Maintenance							
911	MCS, Inc	1605189	janitorial services	05/31/2016	121.86	121.86	06/07/2016
10-80-395 Office Supplies							
292	Entenmann-Rovin Co.	118319	Package Insurance	05/25/2016	555.50	555.50	06/07/2016
313	Galls, LLC	6114505-1	Supplies	05/27/2016	693.01	693.01	06/07/2016
343	Staples Advantage	3302032508	Supplies	05/07/2016	33.99	33.99	06/07/2016
10-80-397 Operating Supplies							
242	Walmart	0517	Supplies	05/19/2016	247.68	247.68	06/07/2016
10-80-625 Donation Exp							
958	JCSO Memorial Fund c/o Jeffco S	0531	JCSO Memorial Fund donation	05/31/2016	5,000.00	5,000.00	06/07/2016
10-80-700 Jeffco Internet							
355	Verizon Wireless	9765853560	cell phones	05/22/2016	2,669.25	2,669.25	06/07/2016
Total POLICE:					10,665.70	10,665.70	
PUBLIC WORKS							
10-85-200 Outside Services							
728	Allen Technology	11489	Core Coverage	06/01/2016	199.17	199.17	06/07/2016
196	Rooney Valley Maintenance	0516	Janitorial Services	05/31/2016	600.00	600.00	06/07/2016
81	Waste Management of Denver	03917104937	Trash Service	05/26/2016	374.47	374.47	06/07/2016
252	Xerox Corporation	84806936	MODEL W7845PT	05/30/2016	76.52	76.52	06/07/2016
10-85-215 Telephone/Internet							
66	Comcast	0519	telephone/internet	05/19/2016	81.04	81.04	06/07/2016
932	Matt Hoover	0603	Employee Reimburment	06/03/2016	150.78	150.78	06/07/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
10-85-365 Building and Repair Materials							
813	Ambient Hardwood Flooring	673	Town Hall floors	12/18/2015	1,155.85	1,155.85	06/07/2016
10-85-375 Utilities							
251	Xcel Energy	502508195	Utilities	05/24/2016	54.92	54.92	06/07/2016
251	Xcel Energy	502877475	Utilities	05/26/2016	54.67	54.67	06/07/2016
251	Xcel Energy	502877475	Utilities	05/26/2016	37.48	37.48	06/07/2016
251	Xcel Energy	502877475	Utilities	05/26/2016	199.07	199.07	06/07/2016
10-85-397 Operating Supplies							
113	Home Depot Credit Services	1021319	Supplies	04/27/2016	41.89	41.89	06/07/2016
113	Home Depot Credit Services	1021319	Supplies	04/27/2016	117.24	117.24	06/07/2016
113	Home Depot Credit Services	1021319	Supplies	04/27/2016	3.45	3.45	06/07/2016
960	Roger Poe	0525	Veteran's Plaza	05/25/2016	44.66	44.66	06/07/2016
Total PUBLIC WORKS:					3,191.19	3,191.19	
HISTORY MUSEUM							
10-90-215 Telephone							
66	Comcast	0519	telephone/internet	05/19/2016	81.04	81.04	06/07/2016
10-90-375 Utilities							
251	Xcel Energy	502877475	Utilities	05/26/2016	197.91	197.91	06/07/2016
10-90-395 Office Supplies							
755	Eldorado Artesian Springs	21144377	Water Museum acct 167691	05/16/2016	2.50	2.50	06/07/2016
Total HISTORY MUSEUM:					281.45	281.45	
Total GENERAL FUND:					42,423.30	42,423.30	
UTILITY FUND							
20-25370 Insurance Payable							
126	Kaiser Permanente	18593570	Medical	05/10/2016	1,660.62	1,660.62	06/07/2016
Total :					1,660.62	1,660.62	
SEWER EXPENDITURES							
20-40-200 Outside Services							
728	Allen Technology	11489	Core Coverage	06/01/2016	199.17	199.17	06/07/2016
961	DL Services	0526	Locate Service	05/26/2016	150.00	150.00	06/07/2016
252	Xerox Corporation	84806936	MODEL W7845PT	05/30/2016	76.52	76.52	06/07/2016
20-40-215 Telephone/Internet							
185	CENTURYLINK	K30369730012	3036973001230M	05/22/2016	121.48	121.48	06/07/2016
66	Comcast	0519	telephone/internet	05/19/2016	81.04	81.04	06/07/2016
212	T-mobile	051316	Acct 707087534	05/13/2016	70.31	70.31	06/07/2016
20-40-375 Utilities							
251	Xcel Energy	502877475	Utilities	05/26/2016	2,361.36	2,361.36	06/07/2016
251	Xcel Energy	502877475	Utilities	05/26/2016	60.86	60.86	06/07/2016
20-40-395 Office Supplies							
343	Staples Advantage	3302032507	Office supplies	05/07/2016	28.12	28.12	06/07/2016
343	Staples Advantage	3303168408	Office supplies	05/21/2016	17.93	17.93	06/07/2016
20-40-397 Operating Supplies							
113	Home Depot Credit Services	1021319	Utilities	04/27/2016	137.98	137.98	06/07/2016
20-40-500 Chemicals							
872	TREATMENT TECHNOLOGY	172752	SUPPLIES	05/26/2016	3,345.68	3,345.68	06/07/2016
20-40-510 Lab Fees							
286	Colorado Analytical Lab	160505085	wastewater	05/12/2016	169.00	169.00	06/07/2016
20-40-705 Line Repair and Maintenance							
239	V.S.R. Corporation	7088	clean lines	05/13/2016	4,429.60	4,429.60	06/07/2016

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total SEWER EXPENDITURES:					11,249.05	11,249.05	
CAPITAL PROJECTS - UF							
20-42-901 Disinfection By-Products							
948	Encore Electric, Inc	16050-02,03,0	Morrison WTF MCC Replacement	05/31/2016	32,809.05	32,809.05	06/07/2016
361	TTG INC. OF DENVER	108671	Professional services	04/29/2016	1,810.71	1,810.71	06/07/2016
20-42-908 Red Rocks Amp. Water							
959	Canterbury Const Mgmt Services,	139-017	Red Rocks-Booster Pump Station	05/11/2016	8,163.97	8,163.97	06/07/2016
361	TTG INC. OF DENVER	108671	Red Rocks Ampitheater Water Se	04/29/2016	12,819.30	12,819.30	06/07/2016
Total CAPITAL PROJECTS - UF:					55,603.03	55,603.03	
WATER EXPENDITURES							
20-45-200 Outside Services							
728	Allen Technology	11489	Core Coverage	06/01/2016	199.17	199.17	06/07/2016
961	DL Services	0526	Locate Service	05/26/2016	150.00	150.00	06/07/2016
252	Xerox Corporation	84806936	MODEL W7845PT	05/30/2016	76.54	76.54	06/07/2016
20-45-215 Telephone/Internet							
185	CENTURYLINK	WATER LINE	dsl line water trtmnt	05/19/2016	68.99	68.99	06/07/2016
66	Comcast	0519	telephone/internet	05/19/2016	81.07	81.07	06/07/2016
20-45-375 Utilities							
251	Xcel Energy	502877475	Utilities	05/26/2016	827.68	827.68	06/07/2016
251	Xcel Energy	502877475	Utilities	05/26/2016	676.52	676.52	06/07/2016
20-45-395 Office Supplies							
343	Staples Advantage	3302032507	Office supplies	05/07/2016	28.12	28.12	06/07/2016
343	Staples Advantage	3303168408	Office supplies	05/21/2016	17.93	17.93	06/07/2016
20-45-397 Operating Supplies							
113	Home Depot Credit Services	1021319	Utilities	04/27/2016	137.99	137.99	06/07/2016
238	Usa Blue Book	945610	Supplies	05/05/2016	826.89	826.89	06/07/2016
20-45-410 Engineering Services							
715	RESPEC Consulting & Services	0416-089	Water Engineering	04/29/2016	8,264.44	8,264.44	06/07/2016
20-45-510 Lab Fees							
286	Colorado Analytical Lab	160518034	Drinking Water	05/26/2016	210.00	210.00	06/07/2016
20-45-703 Raw Water Supply Costs							
113	Home Depot Credit Services	1021319	Supplies	04/27/2016	50.34	50.34	06/07/2016
20-45-708 Plant Repair and Maintenance							
101	Grainger, Inc.	24114	Supplies	05/13/2016	722.64	722.64	06/07/2016
Total WATER EXPENDITURES:					12,338.32	12,338.32	
Total UTILITY FUND:					80,851.02	80,851.02	
Grand Totals:					123,274.32	123,274.32	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
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Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid Invoices included.
