

**TOWN OF MORRISON, COLORADO
BOARD OF TRUSTEES MEETING
NOTICE AND AGENDA
6:00 PM, MAY 4, 2021**

TO BE CONDUCTED AS PERMITTED

By CRS 24-6-402(1)(b)

PUBLIC ATTENDANCE AT THIS MEETING WILL BE ELECTRONIC ONLY

**THE MEMBERS OF THE BOARD OF TRUSTEES AND STAFF WILL MEET
ELECTRONICALLY AND THE TOWN HALL WILL NOT BE OPEN TO THE PUBLIC**

The public may attend this meeting in real time in either of the following ways:

You can dial in using your phone.

United States: +1 346 248 7799

Meeting ID: 841 4482 3085

Passcode: 377925

To Access Meeting Via Video: [CLICK HERE](#)

1. Call To Order

- 2. Roll Call:** Town Clerk to call the roll of Board Members. Upon the advice of the Town Attorney, Board Members may attend by telephone.

Mayor: Sean Forey
Trustees: Debora Jerome
Katie Gill
Matt Schweich
Jen Singer
Paul Sutton
David Wirtz

3. AMENDMENTS TO THE AGENDA

- 4. PUBLIC TO ADDRESS THE BOARD** For those who would like to participate in Public to Address the Board; to ensure public participation in the virtual meeting, please sign up with the Town Clerk, lpaav@morrisonco.us by noon the day of the meeting.

5. PRESENTATIONS AND HEARINGS

6. GENERAL BUSINESS

- a. Resolution 2021-05- Approving Main Street Revitalization Project

7. DEPARTMENTAL REPORTS

- a. Public Works
b. Police Department
c. Museum
d. Town Manager
e. Town Attorney

8. CONSENT AGENDA

- a. Minutes
- b. Payroll
- c. Vouchers

9. BOARD COMMENTS

10. EXECUTIVE SESSION

For a conference under Charter Section 3.4 and Section 24-6402(4)(b) and (e), C.R.S. with the Town Attorney, Town Manager, and appropriate staff to receive legal advice and instruct negotiators concerning police department staffing analysis and pending litigation with City of Lakewood.

11. ADJOURNMENT

TOWN OF MORRISON
BOARD OF TRUSTEE REGULAR MEETING
MAY 4, 2021
BOARD ACTION FORM

SUBJECT: Resolution 2021-05- Approving Main Street Revitalization Project

PROCEDURE: Approve Resolution

TOWN ATTORNEY REVIEW: Yes No

TOWN MANAGER: Yes No

MOTION: Motion to approve Resolution 2021-05- A Resolution Approving The Total Cost Of Work,
And Accepting State Funding For Project C 008a-008(243030) SH 8 Morrison Main Street Revitalization
And Approving A Contract In Connection Therewith

**TOWN OF MORRISON
BOARD OF TRUSTEES**

RESOLUTION 2021-05

A RESOLUTION APPROVING THE TOTAL COST OF WORK, AND ACCEPTING STATE FUNDING FOR PROJECT C 008A-008(243030) SH 8 MORRISON MAIN STREET REVITALIZATION AND APPROVING A CONTRACT IN CONNECTION THEREWITH

Whereas, the Town of Morrison is a home rule municipality operating under a charter approved by its voters pursuant to Article XX of the Colorado Constitution; and

Whereas, the Town of Morrison acts by and through its Board of Trustees; and

Whereas, the Board of Trustees has reviewed the proposed contract for Project C008A-008 (243023); the State Highway 8 Morrison Main Street Revitalization (the “Project”), to be accomplished with state and local funds in cooperation with the Colorado Department of Transportation; and

Whereas, the Board of Trustees approves the total estimated cost of work and wishes to accept state funding for the Project; and

Whereas, the Board of Trustees intends by this Resolution to memorialize its approval of the Project.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Morrison, Colorado:

Section 1. Project and Contract approved. The Board of Trustees hereby approves the total cost of work for Project C008A-008 (243023): State Highway 8 Morrison Main Street Revitalization, accepts state funding for the Project, and approves the Contract with the State of Colorado for the benefit of the Colorado Department of Transportation, and authorizes the relevant Town officials to execute the same.

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

INTRODUCED, READ AND ADOPTED, at a Regular Meeting of the Board of Trustees of the Town of Morrison, Colorado, held on the ____ day of April, by a vote of ____ ayes and ____ nays.

TOWN OF MORRISON

Sean K. Forey, Mayor

ATTEST:

Lyndsey Paavilainen, Town Clerk

State \$LAWRK
PROJECT: C 008A-008 (24303),
SH 8 - Morrison Main Street Revitalization

REGION: 1
DZ

CONTRACT

THIS CONTRACT made this ___ day of _____ 20___, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and TOWN OF MORRISON hereinafter referred to as the “Contractor” or the “Local Agency.”

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs in Fund Number MTF OR 400, GL Acct: 4511000010.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for SH 8 - Morrison Main Street Revitalization and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written “Notice to Proceed” prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project C 008A-008 (24303), SH 8 - Morrison Main Street Revitalization referred to as the “Project” or the “Work.” Such Work will be performed in Morrison, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 80.00% of the funding for the work. Local Agency will provide the other 20.00%. State funds may be awarded pursuant to Multimodal Transportation Options Funding (“MMOF”). MMOF means money transferred from the general fund to the fund pursuant to C.R.S. §§24-75-219 (5)(a)(III) and (5)(b)(III) and any other money that the general assembly may appropriate or transfer to the fund. These funds are subject to an expiration date. Currently, the expiration date is June 30, 2023. If the funds are extended the State will notify the Local Agency of the new expiration date.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of SH 8 - Morrison Main Street Revitalization, in Morrison, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 27** of this contract
2. This contract
3. **Exhibit A** (Scope of Work)
4. **Exhibit B** (Local Agency Resolution)
5. **Exhibit C** (Funding Provisions)
6. **Exhibit D** (Option Letter)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on April 07, 2031, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
- C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this contract;
 6. Satisfactorily documented.
- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.
 1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:

1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. If the project is funded by MMOF, then billing for all work must be submitted 30 days prior to end of State fiscal year. The State fiscal year ends June 30th. MMOF projects must submit final billing for all work 30 days prior to the end of the State fiscal year that funds expire. If MMOF are used, and the State knows that the funds will expire, the State shall promptly notify Local Agency of the expiration date. The State will promptly notify the Local Agency if that expiration date changes.
- F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
 3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
 4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on Exhibit C, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

- A. Option to begin a phase and/or increase or decrease the encumbrance amount.
- The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.
- B. Option to transfer funds from one phase to another phase.
- The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-**

1 (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

C. Option to do both Options A and B.

The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The “Responsible Party” referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

A. Design [if applicable]

1. If the Work includes preliminary design or final design (the “Construction Plans”), or design work sheets, or special provisions and estimates (collectively referred to as the “Plans”), the responsible party shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.
2. If the Local Agency is the responsible party:
 - a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document “ADA Accessibility Requirements in CDOT Transportation Projects”.
 - b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
 - c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:
 - (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.
 - (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.

- (3) it shall require that all consultant billings under that contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).
 - (5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
 - (6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.
- B. Construction [if applicable]
1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.
 2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
 3. If the Local Agency is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.
 - c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.

- (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the State in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
- (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
- (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
- (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.

C. State's obligations

1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.

- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions

This contract may be terminated as follows:

- A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.
If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.
- C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 16. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State	If to the Local Agency
CDOT Region: 1	Town of Morrison
Bryan Meyer	Kara Winters
Project Manager	Town Manager
425A Corporate Circle	321 Highway 8
Golden, CO 80401	Morrison, CO 80465
303-757-9088	303-697-8749

Section 17. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless

embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 25. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is \$100,000 or greater, either on the Effective Date or at any time thereafter, this **§Statewide Contract Management System** applies. Contractor agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide contract management system.

Contractor's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Contract, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Contractor's performance shall be part of the normal contract administration process and Contractor's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Contractor's obligations under this Contract shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Contractor's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Contract term. Contractor shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Contractor demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Transportation and showing of good cause, may debar Contractor and prohibit Contractor from bidding on future contracts. Contractor may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Contractor, by the Executive Director, upon showing of good cause.

Section 27. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all contracts except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at

law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Contract, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a Subcontractor that fails to certify to Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. Contractor (i) shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Contract is being performed, (ii) shall notify the Subcontractor and the contracting State agency or institution of higher education within 3 days if Contractor has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Contract, (iii) shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within 3 days of receiving the notice, and (iv) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Contract for breach and, if so terminated, Contractor shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Contractor (i) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and (iii) has produced one form of identification required by §24-76.5-103, C.R.S. prior to the Effective Date of this Contract.

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Section 28. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">THE LOCAL AGENCY TOWN OF MORRISON</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis Department of Transportation</p> <p>By _____ Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director</p> <p>Date: _____</p>
<p>2nd Local Agency Signature if needed</p> <p>Name: _____ (print name)</p> <p>Title: _____ (print title)</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General</p> <p>By _____ Signature – Assistant Attorney General</p> <p>Date: _____</p>

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

<p style="text-align: center;">STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>By: _____ Colorado Department of Transportation</p> <p>Date: _____</p>

EXHIBIT A
SCOPE OF WORK

SH 8 - Morrison Main Street Revitalization
C 008A-008 (24303) - SMS

The Local Agency Safer Main Streets – SH 8 Morrison Main Street Revitalization Project will construct pedestrian improvements between Mt. Vernon Road and State Highway 74 along SH 8 through downtown Morrison. This project will build curb bulb outs, raised medians, and improved crossings to improve pedestrian safety and implement traffic calming measures. Curb ramps will also be constructed to improve the accessibility in the Town. This Project will also reevaluate parking and bicycle markings within the project limits.

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EXHIBIT B
LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT C – FUNDING PROVISIONS

C 008A-008 (24303)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be \$532,500.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a. State Funds (80.00% of Participating Costs)				\$426,000.00
b. Local Agency Matching Funds (20.00% of Participating Costs)				\$106,500.00
TOTAL BUDGETED FUNDS				\$532,500.00
2. ESTIMATED PAYMENT TO LOCAL AGENCY				
a. State Funds Budgeted				\$426,000.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$426,000.00
3. FOR CDOT ENCUMBRANCE PURPOSES				
a. Total Encumbrance Amount (Only CDOT Funds are encumbered)				\$426,000.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109				\$0.00
Net to be encumbered as follows:				\$426,000.00
<i>NOTE: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.</i>				
WBS Element 24303.10.30	Performance Period Start*/End Date N/A / N/A	Design	3020	\$0.00
WBS Element 24303.20.10	Performance Period Start*/End Date N/A / N/A	Const.	3301	\$0.00

*The Local Agency should not begin work until both of the following are in place: 1) The execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Matching Funds

The matching ratio for this Work is 80.00% State funds to 20.00% Local Agency funds, it being understood that such ratios applies only to the \$532,500.00 that is eligible for State participation, it being further understood that all non-participating costs are borne by the Local Agency at 100.00%. If the total participating cost of performance of the Work exceeds \$532,500.00, and additional State funds are made available for the Work, the Local Agency shall pay 20.00% of all such costs eligible for State participation and 100.00% of all non-participating costs; if additional State funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$532,500.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$426,000.00 (for CDOT accounting purposes, the State Funds of \$426,000.00 will be encumbered, but the Local Agency matching funds of \$106,500.00 will NOT be encumbered), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. The total budget of this project is \$532,500.00. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

The maximum amount payable shall be reduced without amendment when the actual amount of the Local Agency’s awarded contract is less than the budgeted total of the federal participating funds and the local agency matching funds. The maximum amount payable shall be reduced through the execution of an Option Letter as described in Section 6 of this contract.

Exhibit D
OPTION LETTER

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	Option Letter CMS Routing #
			Option Letter SAP #
Original Contract CMS #		Original Contract SAP #	

Vendor name: _____

SUBJECT:

Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (*does not apply to Acquisition/Relocation or Railroads*) and to update encumbrance amounts (*a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).

REQUIRED PROVISIONS:

Option A (*Insert the following language for use with the Option A*):

In accordance with the terms of the original Agreement (*insert CMS routing # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option B (*Insert the following language for use with Option B*):

In accordance with the terms of the original Agreement (*insert CMS # of the original Agreement*) between the State of Colorado, Department of Transportation and (*insert the Local Agency's name here*), the State hereby exercises the option to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.*).

Option C *(Insert the following language for use with Option C):*

In accordance with the terms of the original Agreement *(insert CMS routing # of original Agreement)* between the State of Colorado, Department of Transportation and *(insert the Local Agency's name here)*, the State hereby exercises the option to 1) release the Local Agency to begin a phase that will include *(describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous)*; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from *(describe phase from which funds will be moved)* to *(describe phase to which funds will be moved)* based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. *(The following is a NOTE only so please delete when using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C- 4, etc.).*

(The following language must be included on ALL options):

The total encumbrance as a result of this option and all previous options and/or amendments is now *(insert total encumbrance amount)*, as referenced in **Exhibit (C-1, C-2, etc., as appropriate)**. The total budgeted funds to satisfy services/goods ordered under the Agreement remains the same: *(indicate total budgeted funds)* as referenced in **Exhibit (C-1, C-2, etc., as appropriate)** of the original Agreement.

The effective date of this option letter is upon approval of the State Controller or delegate.

APPROVALS:

State of Colorado:

Jared S. Polis, Governor

By: _____ Date: _____

Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

State Controller Robert Jaros, CPA, MBA, JD

By: _____ Date: _____

Department of Public Works
4/28/21

WATER

- 1557.5705 (acre-ft) in the MQR#2.
- Water production is normal for this time of year.
- 99,790 gallons of construction water used.
- We are now providing water to RR “Box Office” as concert season has started.(4/22)

WASTEWATER

- Red Rocks Amphitheater has begun hosting concerts again. Plant has been prepared for the loading and is operating well.
- We will start jetting the collection system within the next two months.
- Plant operations normal for this time of year.

STREETS, GROUNDS AND BUILDINGS

- Collect trash
- Collect limbs from residents
- Sweep gutters along main street
- Blow off bike path and sidewalks

- Snow removal and ice mitigation
- Replenish mulch at Memorial Garden
- Replenish mulch on newly planted trees
- Train/prune newly planted trees
- Cut/remove snow damaged tree limbs near park and along residential streets
- Hot asphalt pothole repair
- Weed removal and spraying
- Crackfill and old paint cover in Town Hall parking lot
- Sweep residential street gutters
- Mow and trim around parking lot by Phillips 66
- Equipment maintenance
- Trash removal along Bear Creek

Thank you,

Fritz Fouts

Public Works Director

Mayor and Board of Trustees:

The Morrison Police Department Report for April 2021.

1. The police department did not have any new cases of COVID in April. We do, however, have multiple officers that are halfway through vaccination and are set to get their second in the next few weeks!
2. Chief has submitted our application for accreditation through the Colorado Association of Chiefs of Police (CACP)!! There are 260+ standards to meet that will make MPD comparable to the 117 other PD's in Colorado that are accredited. We are awaiting direction from CACP on our next steps in the process. We will update next month.
3. An individual who was arrested for DUI came to MPD to thank the officer that pulled them over for changing their life. They said their life was upside down and that stop helped put them back on the right path and has since gotten married. They said the officer was very professional and courteous even though at the time they were being mean, rude, saying nasty things, and overall uncooperative. They apologized profusely for that.
4. Bandimere is opening up with limited attendees approved. There is a schedule on their website if you're interested.
5. Red Rocks is open with limited attendees approved at 25%. They are still showing films in a drive-in movie type manner. If you go to their website, there is information on concerts, pricing and upcoming films.
6. Street closures are still in place to only allow access to residents. This measure was taken in an effort to keep our community safe and limit unnecessary exposure caused by motorists utilizing Town roadways.

Crimes/calls for service handled by Morrison Police Officers in April:

- Shots fired in the alleyway behind Holiday Bar. The situation stemmed from a domestic violence issue. The suspect argued with their significant other, went back to their house, smashed some TV's and other items, got back into their vehicle and drove back to the Holiday Bar. They then got out of their vehicle, pulled a handgun from a backpack, placed it to their significant others' friend's head and asked if they wanted to die. The suspect turned and fired a round from the handgun into the direction of the mountain, then drove off in an unknown direction of travel. No injuries, thankfully. Through interviews MPD was able to figure out the license plate number. It was found that the vehicle was registered to what was believed to be their mother's house. MPD, along with Englewood PD SWAT Officers, attempted to contact the suspect at their mother's house. The mother was cooperative, the officers searched the home and the suspect was not there. The suspect later sent suicidal texts to one of the victims and their phone was tracked to American Motel in Wheat Ridge. After conversations between MPD and West Metro SWAT, it was decided not to breach the door to attempt to make contact. Since MPD did not have an officer to watch the motel until the suspect checked out, Wheat Ridge PD agreed to have an officer sit to watch the motel for when the suspect checked out so they could make the arrest. Unfortunately, the Wheat Ridge Officer was called off to go to a priority call and while they were away, the suspect checked out of the motel and has not been located again. A felony warrant has been issued. We will update as anything becomes available in this case.
- MPD responded to a home to assist a family in placing their teenager on a 72 hour M-1 hold due to suicide threats. The individual was transported to a local hospital for care.

- Vehicle trespasses on are the rise statewide! In the couple weeks, MPD has responded to 4 vehicles that were broken into. 2 were in the upper parking lot behind Holiday Bar. The thief stole the catalytic converter out of one vehicle and approximately 10k in tools from another! The other 2 were in the parking lot of Mt Falcon Park. Nothing major stolen out of those vehicles, and unfortunately at this time we have no leads to the offender.
- DUI on EB C470 at mm 4. Driver was traveling 91 in a 65mph zone. Upon contact with the driver, the officer noted a strong odor of an unknown alcoholic beverage emitting from his breath and the smell of burnt marijuana emitting from within the vehicle. The driver admitted to recently smoking marijuana and drinking alcohol. The driver agreed to voluntary roadsides and did not pass them as a sober person would. The driver agreed to a blood test (results pending), issued a summons for speeding, Drank from/possessed an open alcoholic beverage container in a motor vehicle and DUI, then released to a sober party.
- Morrison PD was called out to Morrison Rd near the water treatment plant for an injured deer. Both the deer's hind legs were broken. MPD had to be put down due to injuries.
- DUI on WB C470 at mm 4. Driver was traveling 93 in 65mph zone. Upon contact, the officer noted that the vehicle did not have any plates displayed. The driver had a slight odor of an unknown alcoholic beverage emitting from their breath with bloodshot watery eyes. Upon the driver opening the door to allow the officer to see the VIN, an open beer can fell out of the vehicle onto the ground. The driver admitted that to drinking. The driver agreed to voluntary roadsides and did not pass as a sober person would. The driver agreed to a blood test (results pending), issued a summons for speeding, Drank from/possessed an open alcoholic beverage container in a motor vehicle and DUI, then released to a sober party.
- Domestic Violence on the 200 blk of Bear Creek Ave. A passerby witnessed a fight in progress between two individuals. They are in an intimate relationship and one thought the other was cheating and bit their hand, hit them multiple times and threw their backpack in the creek. The aggressor was arrested and issued a summons for domestic violence assault and disorderly conduct.
- DUI at the 100 blk of Bear Creek Ave. While traveling westbound on Morrison Rd, the officer observed a vehicle traveling eastbound in the westbound lanes of travel. The vehicle came within feet of hitting the marked patrol car head-on. Once behind the vehicle, it was observed crossing into on-coming traffic again. Upon contact with the driver, the officer noted a strong odor of an unknown alcohol beverage emitting from their breath with bloodshot watery eyes. The driver refused roadsides and breath test and elected to do a blood test, then refused. During the book-through process, the driver made numerous suicidal statements resulting in an M1. Driver transported to St Anthony's ER on a 72 hour M-1 hold where the driver was released to their care and custody. Prior to departure, the driver was issued a summons for Failure to drive in designated lane (weaving), failure to drive vehicle in right-hand lane as required and DUI.
- REDDI (report every drunk driver immediately) was aired out for a driver that was reported to be all over the road almost hitting other drivers and the vehicle had severe frontend damage. MPD was able to locate the vehicle, observed the vehicle weaving and activated their lights. The vehicle pulled over and upon contact the officer noted a strong odor of an unknown alcohol beverage emitting from their breath with bloodshot watery eyes. The driver admitted to drinking, but refused roadsides or any chemical testing. They were transported to Jefferson County Jail and issued a summons for failure to drive in a single lane (weaving), failure to present insurance and DUI.
- DUI on EB C470 at mm 4. Driver was traveling 92mph in a 65mph zone. Once behind the vehicle, the officer observed weaving in and out of the lane of travel. Contacting the driver, they noted the driver to have bloodshot, watery glossy eyes, and slurred speech. Roadsides were performed but did not pass as a sober person would. Breath test was refused due to Covid concerns, so elected a blood test, then refused. The driver was later transported to Detox and issued a summons for driving on a revoked license, speeding and DUI.

- An elder dementia patient struck a nurse and then walked away from the facility. Bear Creek Staff called MPD to assist in locating the patient who was found on South Park Ave and taken back to the nursing home. The nurse did not want to press charges due to the mental capacity of the individual.
- 22 cases were sent to Jefferson County for prosecution, including the cases listed above. Of those, 8 drivers either had no license or one that was revoked or suspended. They were issued citations, their vehicles towed, their license confiscated (for those who had one in hand), and a notice from the State advising the driver that it is illegal for them to operate a motor vehicle on any roadways in Colorado.
- Stolen vehicle on EB C470 at mm 4. Driver was contacted for traveling 87 in a 65mph zone. Upon clearing the plate through dispatch, it showed the vehicle to be stolen out of Denver. Contacted the driver who was arrested without incident, charged with aggravated motor vehicle theft, and booked into the Jefferson County Jail.
- Injury accident on EB C470 at mm 4. The officer observed two vehicles driving toward their location in lanes 1 and lane 2 next to each other at a high rate of speed. Speed was estimated to be 100mph and locked the vehicle's speed at 95mph in a 65mph zone. The Ford Mustang slammed on its brakes really hard, causing the front end of the vehicle to nose dive. After seeing the Mustang hit its brakes, a Dodge Charger swerved out of lane 2 into lane 1, rear-ending the Mustang with the driver's side front end. The Mustang lost control of the vehicle and fishtailed, crashing head-on into the center concrete barrier. The Mustang came to a rest in the center median. The occupants of the Charger were both outside of the vehicle (on their own, not ejected) complaining of pain in their heads and necks, but refused medical transport. The driver's admitted to being a part of a nationwide car club (street racers), but claimed they were not racing at the time of the accident. The driver of the Mustang was issued a summons for drove vehicle when license under restraint/denied, speeding, careless driving, engaged in speed contest, and changed lanes when unsafe.
Metro area PD's, SO's, and CSP have a task force to try and combat the street racers.

Traffic Incidents:

- MPD assisted other jurisdictions on multiple occasions, including traffic control for accidents as well as covering officers on traffic stops such as warrant arrests and DUIs.
- 2 non-injury accidents within our jurisdiction (1 was a hit and run) and 1 injury accident (listed above).

80 citations have been issued into Morrison Municipal Court as of April 28, 2021.

To: Mayor and Board of Trustees

From: Matthew T. Mossbrucker, Director, MNHM

Subject: Monthly Report – April, 27 2021

Date: April 26, 2021

At A Glance: Gearing up for pandemic “Level Clear” and the 2021 peak season is in full swing.

Staff and volunteers are busy creating new exhibits, organizing the collection, preparing fossils, and accommodating visitors.

Pandemic Operations: All is well. With the approval of the town manager, we modified our safety measures slightly starting on March 19. Daily tours were added every thirty minutes. The building capacity was raised to forty occupants, and groups are allowed to mix in the museum. This strategy continues to be effective, allowing the museum to operate safely. Visitation is increasing, with no potential visitors turned away. Public feedback remains overwhelmingly positive.

I have experienced no issues with staff and volunteers adhering to the remaining safety standards. Staff are all at least partially vaccinated. Eligible volunteers are also vaccinated.

Here is a review of specific aspects of our operations:

Online Ticket Sales – Ticket sales with FareHarbor are running smoothly, and has become a *de facto* point of sale system for tickets, membership, the dinosaur dig program, and gift cards. Reconciliation of deposits are accurate. Note that the gift shop inventory cannot be uploaded, and the old cash management system is still necessary for this, walk-in visitors.

Our current admissions schedule is being reviewed. A final decision will be made April 29. Compared to other museums, MNHM rates on the low end. When reopening, Dinosaur Ridge raised their rates for bus tours (analogous to the MNHM program) with few complaints. Matching Dinosaur Ridge rates, with a likely 10,000 more visitors by year’s end, could balance the MNHM budget by year’s end. Certainly, the tightening of restrictions due to the pandemic could impede this goal.

Public Reaction – Take a look at our online reviews on Google or Facebook. Visitor reviews are consistently positive. Personal anecdotes of staff and volunteers all support an experience that is well-received. Since reopening in June 2020, we have not experienced issues with any of the temporary Covid-19 related operations from paying guests.

MNHM Gift Shop – has raised roughly \$13,000 as of last week. We are on track to raise \$40,000 in gross sales by the end of the year. As the gift shop purchases by visitors’ returns to normal, orders to restock are also increasing. Minimal orders are still being placed.

Collaboration: The joint ticket with Dinosaur Ridge will be revived by mid-May. In the past, this was a successful promotion for both attractions. I have collaborated with Ridge staff on a joint training on local dinosaur fossils that are exposed on the Ridge. We are partnering for a late June event to bring families to the Ridge and museum.

2021 Dinosaur Digs: This program is fully booked. A mixture of three and four day experiences will be held from late June to early August. Marketing has been conducted through free social media outlets and word of mouth promotion. Many of the participants are returning from last season. We anticipate that this season will raise about \$17,000 net to offset MNHM operational expenses.

This program is a “mission supporting” fundraiser that is self-sustaining and regularly generates revenue.

Marketing: Paid forms of marketing are still suspended on our social media platforms. Our brochure stock is dated, but will suffice for the time being. The current surge in visitors suggest the current efforts are working. I promoted the museum on a recent podcast.

SCFD Grant: The GOS grant for \$66,556.00 to offset operational expenses next year is being reviewed. There will be no grant defense again this year, and I am unable to gauge the attitude of the grant committee. In late summer or early fall we will learn if we receive funding.

Volunteering: As the museum gears up for a potentially busy summer season, volunteer training has been revisited. Monthly web-based meetings and trainings occur for each specialty. Each volunteer role has access to a shared Drive folder with meeting agendas, minutes, and relevant documents.

We are hiring new volunteers to assist with museum operations.

Exhibits & Lab: The cast skeleton of the ground sloth has been organized in collections. Next, the individual casts will be finished for mounting. Volunteers and staff are working together to finish and mount the cast skeletons as a group project. Along with other cast and original fossils, already in collections, these acquisitions will serve as marketable enhancements for our Ice Age Colorado exhibit opening in May 2022.

Collections: MNHM has rejoined a professional museum organization to begin the process of certifying the museum’s overall management, programming, and collections management. Now enrolled in the STEPS program, this certificate will allow MNHM to curate new fossils collected on public land and recertify the museum as a repository. The expenses are being underwritten by the museum foundation.

Work in collections is steadily progressing in specimen conservation, organization, and housing. All specimens are entered into the temporary inventory database of nearly 5000 specimens. Next, the incremental challenge of individual accession into the collection begins. This is a slow process.

TOWN OF MORRISON
BOARD OF TRUSTEES MEETING
MAY 4, 2021
BOARD ACTION FORM

SUBJECT: Approval of Consent Agenda

PROCEDURE: Approve the Consent Agenda

RECOMMENDATION: Approve the Consent Agenda.

TOWN ATTORNEY REVIEW: YES NO

TOWN MANAGER REVUEW: YES NO

MOTION: Motion to approve the consent agenda for May 4, 2021

TOWN OF MORRISON BOARD OF TRUSTEES
REGULAR MEETING OF THE BOARD OF TRUSTEES
TUESDAY, APRIL 20, 2021
6:00 P.M.

Call to Order. Mayor Pro Tem Jerome called the regular Town Board Meeting to order at 6:00 P.M.

Roll Call. Mayor Pro Tem Debora Jerome, Trustees Katie Gill, Jennifer Singer, Paul Sutton, and David Wirtz were present. Mayor Sean Forey and Trustee Matt Schweich were absent. A quorum was established. It is to be noted this meeting was held electronically as permitted by CRS 24-6-402(1)(b) and the public was able to participate by calling the provided phone number and access code found on the posted Agenda. In addition, an audio recording of this meeting was made and is available upon request.

Staff Present. Gerald Dahl (Town Attorney), Phillip Baca (Interim Police Chief), and Lyndsey Paavilainen (Town Clerk).

Amendments to the Agenda. Dahl requested to remove the Executive Session scheduled for this meeting. Chief Baca requested to add item, Sign Board Update, to General Business.

Public to Address the Board.

Justin Curtis, 5250 S Huron Way. Curtis inquired about the application process regarding a revoked business license.

Duane Krutsch, 221 Red Rocks Vista Drive. Krutsch requested that Town property located at the intersection of Red Rocks Vista Drive and Red Rocks Vista Lane be incorporated into the Town's beautification project.

Presentations and Hearings. None.

General Business.

Bear Creek Lake Reallocation Project Update. Gill summarized and gave an update of the Army Corp of Engineer's project. The Board requested for the Town to become a cooperating government, when time, to be more involved in the project.

Parking Management Program. Gill reported Interstate Parking offers a flexible parking management program that Winters recommends engaging with for a trial program. Gill further reported Interstate Parking covers the initial start-up costs associated to signage, kiosk installment, and enforcement, and will develop a revenue sharing agreement specialized for Morrison.

Dave Killingsworth, Owner of Holiday Bar, stated he was opposed to the Interstate Parking program.

Gill made a motion to enter into an agreement with Interstate Parking upon attorney review for a trial period for the 2021 summer. Sutton seconded the motion. All present voted in favor of the motion.

Dahl explained businesses and residents will have the ability to provide comments and feedback throughout the trial period to address and issues as they come up. Dahl stated there will be a regular Parking Program Report through the trial to promote public engagement.

Sign Board Update. Chief Baca reported he will be inspecting an LED sign board found for sale and if the sign is working condition, will purchase for \$2,500.00.

Department Reports.

Court. No questions. No comments.

Accounting. No questions. No comments.

Building Department. No questions. No comments.

Town Manager. No questions. No comments.

Attorney. Dahl reported he is reviewing the Mt. Carbon agreement for raw water delivery and is close to finalizing for a 7th amendment to the agreement.

Consent Agenda. Gill made a motion to approve the Consent Agenda for April 20, 2021. Singer seconded the motion. All present voted in favor.

Board Comments. Singer stated the 2021 Ciderfest will be held the last Saturday of September. Gill requested for copies of the Hogback be printed and made available at the Post Office.

Hogback Article. Gill stated she will write an article discussing the parking proposal.

Adjournment. The Regular Meeting was adjourned at 7:21 P.M.

TOWN OF MORRISON

Sean Forey, Mayor

ATTEST:

Lyndsey Paavilainen, Town Clerk

Report Criteria:

Date	Payee	Employee Number	Reference Number	Check Number	M	Gross	Expense	FICA	FWT	SWT	Deduct	Net	D	Info	F/T
Total PC:		6172				51,487.09	.00	3,882.63-	5,036.00-	2,009.00-	3,497.24-	37,062.22-		78.25	
			25	25											

PC Hours Units Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,560.00	.00	Direct Deposit Net	37,062.22-	D	Informational	.00
2-00	Overtime Pay	25.00	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	150.92	.00				Fringe Benefit	78.25
4-01	Sick Leave Pay	93.29	.00					
9-01	Comp Time Earned	7.00	.00					
9-02	Comp Time Used	4.50	.00					
Totals:		1,840.71	.00		37,062.22-			78.25

Total 04/16/2021:		6172				51,487.09	.00	3,882.63-	5,036.00-	2,009.00-	3,497.24-	37,062.22-		78.25	
			25	25											

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1-00	Regular Pay	1,560.00	.00	Direct Deposit Net	37,062.22-	D	Informational	.00
2-00	Overtime Pay	25.00	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	150.92	.00				Fringe Benefit	78.25
4-01	Sick Leave Pay	93.29	.00					
9-01	Comp Time Earned	7.00	.00					
9-02	Comp Time Used	4.50	.00					
Totals:		1,840.71	.00		37,062.22-			78.25

Grand Totals:	6172			51,487.09	.00	3,882.63-	5,036.00-	2,009.00-	3,497.24-	37,062.22-	78.25
		25	25								

Grand Totals Hours Units Types Summary

PC	Title	Hours	Units	Net Type	Amount	D	Info Type	Amount
1-00	Regular Pay	1,560.00	.00	Direct Deposit Net	37,062.22-	D	Informational	.00
2-00	Overtime Pay	25.00	.00	Net	.00		Info Tips Reported	.00
3-00	Vacation Pay	150.92	.00				Fringe Benefit	78.25
4-01	Sick Leave Pay	93.29	.00					
9-01	Comp Time Earned	7.00	.00					
9-02	Comp Time Used	4.50	.00					
Totals:		1,840.71	.00		37,062.22-			78.25

M = Manual Check D = Direct Deposit Net T = Tips Reported F = Fringe Benefits

Report Criteria:

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							
ADMIN							
10-50-110 EMPLOYEE BENEFITS							
50	Cobrahelp	04202021	Monthly COBRA	04/20/2021	20.00	20.00	05/04/2021
10-50-200 Outside Services							
1306	Roger Casteel	04282021	Sign Board	04/28/2021	2,520.00	2,520.00	04/28/2021
10-50-375 Utilities							
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30117935	04/20/2021	96.09	96.09	05/04/2021
Total ADMIN:					2,636.09	2,636.09	
COURT							
10-70-200 Outside Services							
59	Colorado Dept Of Revenue - Dmv	04302021	Clearances	04/30/2021	75.00	75.00	05/04/2021
1274	Foreign Locals, LLC	2160	Interpretor	04/14/2021	140.00	140.00	05/04/2021
10-70-375 Utilities							
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30117935	04/20/2021	96.09	96.09	05/04/2021
Total COURT:					311.09	311.09	
POLICE							
10-80-200 Outside Services							
246	West Metro Fire Protection Dis	MPD042021	Blood Draws	01/28/2021	45.00	45.00	05/04/2021
10-80-360 Gas, Oil, and Vehicle Repair							
674	CCI Collision Center	04232021	Police Vehicle Repair	04/23/2021	4,020.43	4,020.43	05/04/2021
1281	Grafix Shoppe	286612	Badge & Decals	04/26/2021	66.00	66.00	05/04/2021
461	Jefferson County Sheriff's Office	101507	Fleet Fuel	04/16/2021	2,311.94	2,311.94	05/04/2021
461	Jefferson County Sheriff's Office	101510	Parts and Labor	04/16/2021	60.88	60.88	05/04/2021
1307	Jennifer Spornick	04232021	Employee Reimbursement	04/23/2021	101.00	101.00	05/04/2021
10-80-375 Utilities							
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30117935	04/20/2021	192.16	192.16	05/04/2021
Total POLICE:					6,797.41	6,797.41	
PUBLIC WORKS							
10-85-375 Utilities							
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30085989	04/20/2021	47.22	47.22	05/04/2021
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30432245	04/20/2021	25.00	25.00	05/04/2021
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30160279	04/20/2021	45.90	45.90	05/04/2021
10-85-397 Operating Supplies							
113	Home Depot Credit Services	04212021	Supplies	04/21/2021	242.63	242.63	05/04/2021
118	J & S Contractors Supply Comp	0074020-IN	Sign	04/09/2021	192.00	192.00	05/04/2021
Total PUBLIC WORKS:					552.75	552.75	
HISTORY MUSEUM							
10-90-375 Utilities							
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 301611128	04/20/2021	147.15	147.15	05/04/2021
Total HISTORY MUSEUM:					147.15	147.15	
Total GENERAL FUND:					10,444.49	10,444.49	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
UTILITY FUND							
SEWER EXPENDITURES							
20-40-360 Gas, Oil, and Vehicle Repair							
461	Jefferson County Sheriff's Office	101508	Fleet Fuel	04/16/2021	163.15	163.15	05/04/2021
20-40-375 Utilities							
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30459109	04/20/2021	263.55	263.55	05/04/2021
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30437072	04/20/2021	1,803.20	1,803.20	05/04/2021
20-40-410 Engineering Services							
361	IMEG CORP	21000775.00 -	Morrison Misc. Engineering Servic	03/29/2021	165.00	165.00	05/04/2021
Total SEWER EXPENDITURES:					2,394.90	2,394.90	
WATER EXPENDITURES							
20-45-215 Telephone/Internet							
185	CENTURYLINK	04192021	3036974857295B DSL Line water	04/19/2021	78.00	78.00	05/04/2021
20-45-360 Gas, Oil, and Vehicle Repair							
461	Jefferson County Sheriff's Office	101508	Fleet Fuel	04/16/2021	163.15	163.15	05/04/2021
20-45-375 Utilities							
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30069444	04/20/2021	419.80	419.80	05/04/2021
1212	Colorado CSG II LLC	6FBC555B	Solar Premise Number 30189072	04/20/2021	575.09	575.09	05/04/2021
20-45-397 Operating Supplies							
238	Usa Blue Book	562319	chemicals	04/02/2021	837.32	837.32	05/04/2021
Total WATER EXPENDITURES:					2,073.36	2,073.36	
Total UTILITY FUND:					4,468.26	4,468.26	
Grand Totals:					14,912.75	14,912.75	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Invoices with totals above \$0.00 included.

Only paid invoices included.