

**AGENDA**  
**TOWN OF PARACHUTE**  
**BOARD OF TRUSTEES SPECIAL MEETING**  
**FEBRUARY 19, 2015**  
**6:30 P.M.**

---

(A) **ROLL CALL**

---

(B) **PLEDGE OF ALLEGIANCE**

---

(C) **APPROVE AGENDA**

---

(D) **CONSENT AGENDA:**

- (1) MINUTES FROM THE JANUARY 15, 2015, REGULAR MEETING
  - (2) EXPENDITURES PAID IN JANUARY
- 

(E) **COMMENTS FROM CITIZENS NOT ON THE AGENDA**

The Board of Trustees welcomes you and thanks you for your time and concerns.

If you wish to address the Board of Trustees, this is the time set on the agenda for you to do so. When you are recognized, please step to the podium, state your name and address then address the Board. Your comments will be limited to **three (3) minutes**. The Board may not respond to your comments this evening, rather they may take your comments and suggestions under advisement and provide direction to the appropriate member of Town Staff for follow-up. Thank you.

---

(F) **DEPARTMENTAL REPORTS:**

- (1) Mayor and Board of Trustees..... Mayor and Trustees
  - (2) Town Manager Monthly Update ..... Stuart McArthur, Town Manager
  - (3) Police Department Monthly Update..... Cary Parmenter, Police Chief
  - (4) Public Works Monthly Update..... Mark King, Director of Public Works
  - (5) Code Enforcement Monthly Update ..... Derek Wingfield, Community Development Specialist
- 

(G) **PUBLIC HEARING LIQUOR LICENSE RENEWAL FOR HOTEL RESTAURANT LICENSE**

Applicant: El Tapatio LLC  
D.B.A. El Tapatio  
Location: 393 E. 2<sup>nd</sup> Street Unit #4 Parachute, CO 81635  
Mailing Address: P.O. Box 604, Parachute, CO 81635

---

---

**(H) PUBLIC HEARING LIQUOR LICENSE RENEWAL FOR LIQUOR STORE**

Applicant: Antler Liquor Inc.  
D.B.A. Antler Liquor Inc.  
Location: 393 E. 2<sup>nd</sup> Street Unit #2, Parachute, CO 81635  
Mailing Address: P.O. Box 944, Parachute, CO 81635

---

**(I) PUBLIC HEARING LIQUOR LICENSE RENEWAL FOR HOTEL RESTAURANT LICENSE**

Applicant: Vance Johnson's Outlaw Ribs Inc.  
D.B.A.: VJ'S Outlaw Ribs  
Location: 315 E. 1<sup>st</sup> Street, Parachute, CO 81635  
Mailing Address P.O. Box 606, Parachute, CO 81635

---

**(J) GRAND VALLEY HIGH SCHOOL:**

PRESENTATION OF GRAND VALLEY HIGH SCHOOL STUDENTS FOR THE STREET LIGHTS ON  
CARDINAL WAY

---

**(K) WPX 2015 WORKPLAN UPDATE:**

PRESENTED BY: REPRESENTATIVES FROM WPX ENERGY

---

**(L) EXECUTIVE SESSION:**

FOR THE PURPOSE OF DISCUSSING THE PURCHASE, ACQUISITION, LEASE, TRANSFER,  
OR SALE OF REAL, PERSONAL, OR OTHER PROPERTY INTEREST UNDER C.R.S. 24-6-402-  
(4)(a);

FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY  
BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND /  
OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(e);

---

**(M) PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES FOR A LAND USE APPLICATION**

APPLICANT/ OWNER: Town of Parachute  
222 Grand Valley Way  
Parachute, CO 81635

PROJECT NAME: Revision to the Town of Parachute's Municipal Code: Title 15  
(Town of Parachute Land Use Regulations), Schedule of Uses,  
Article III, Sections 15.03.215 and 15.03.216

STAFF: STUART McARTHUR, TOWN MANAGER

---

---

(N) BOARD CONSIDERATION OF ORDINANCE NO. 679

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING SECTION 15.03.215 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE SCHEDULE OF USES PERMITTED IN ZONE DISTRICTS.**

STAFF: STUART S. McARTHUR, TOWN MANAGER

---

(O) BOARD CONSIDERATION OF ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH GARFIELD COUNTY EMERGENCY COMMUNICATION AUTHORITY AND APPROVING THE MAYORS SIGNATURE.

STAFF: STUART S. McARTHUR, TOWN MANAGER

---

(P) BOARD CONSIDERATION OF ENTERING INTO A MEMORANDUM OF UNDERSTANING REGARDING GARFIELD COUNTY SENIOR PROGRAMS FOR 2015 AND APPROVING THE MAYORS SIGNATURE.

STAFF: CARY PARMENTER, POLICE CHIEF

---

(Q) BOARD CONSIDERATION OF ENTERING INTO A CONTRACT WITH SAFEUILT FOR CONSULTING SERVICES FOR PLANNING & ZONING AND APPROVE THE MAYORS SIGNATURE.

STAFF: STUART S. McARTHUR, TOWN MANAGER

---

(R) APPOINTMENT OF MARY CANDACE ALLBEE TO THE PLANNING & ZONING COMMISSION AND THE GARFIELD COUNTY SENIOR ADVISORY BOARD

STAFF: STUART S. McARTHUR, TOWN MANAGER

---

(S) BOARD APPROVAL OF MAYORS SIGNATURE ON WPX ENERGY ROCKY MOUNTAIN, LLC DIVISION ORDERS.

---

(T) BOARD CONSIDERATION OF RESOLUTION NO. 2015-03

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PARACHUTE STREET REPAIR AND MAINTENANCE PROGRAM.**

STAFF: STUART S. McARTHUR, TOWN MANAGER

---

---

**(U) BOARD CONSIDERATION OF RESOLUTION NO. 2015-04**

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE COTTONWOOD PARK ELECTRICAL PROGRAM**

STAFF: STUART McARTHUR, TOWN MANAGER

---

**(V) BOARD CONSIDERATION OF RESOLUTION NO. 2015-05**

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO (AGNC) AND THE LIGHTING PROJECT.**

STAFF: STUART McARTHUR, TOWN MANAGER

---

**(W) OTHER MATTERS:**

**THANK YOU LETTERS:**

GRAND VALLEY EDUCATION FOUNDATION

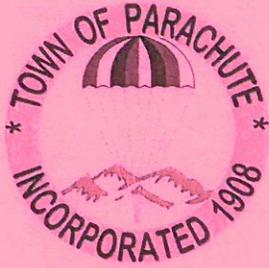
GRAND RIVER HEALTH MEALS ON WHEELS

LIFT UP

---

**(X) MOVE TO ADJOURN**

---



---

## AGENDA ITEM

### CONSENT AGENDA:

- (1) MINUTES FROM THE JANUARY 15, 2015, REGULAR MEETING
- (2) EXPENDITURES PAID IN JANUARY

**TOWN OF PARACHUTE  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
January 15, 2015**

---

Meeting called to order at 6:30 p.m. by Mayor Roy McClung

**ACTION MINUTES:**

**(A) ROLL CALL**

**TRUSTEES PRESENT:**

Norman Feck, Timothy Olk, Juanita Williams and Tom Rugaard

**TRUSTEES ABSENT:**

John Loschke, John Yadloski

**STAFF PRESENT:**

Town Manager Stuart McArthur, Town Clerk Denise Chiaretta, Administrative Assistant Colleen Kyle, Public Works Director Mark King, Chief of Police Cary Parmenter, Community Development Specialist Derek Wingfield, Town Planner Davis Farrar

**(B) PLEDGE OF ALLEGIANCE**

**(C) APPROVE AGENDA**

Town Manager McArthur stated to the board that the following item needed to be struck from the agenda.

Item b. under departmental reports, resignation from John Yadloski

**MOTION NO. 1;**

Moved and seconded by Trustees Rugaard / Williams to approve the Agenda with the item b taken out.

Motion passed unanimously.

**(D) CONSENT AGENDA:**

- (1) APPROVAL OF MINUTES FROM THE DECEMBER 11, 2014, REGULAR BOARD MEETING AND THE DECEMBER 18, 2014 SPECIAL BOARD MEETING.
- (2) APPROVAL OF DECEMBER 2014, EXPENDITURES

**MOTION NO. 2**

Moved and seconded by Trustees Rugaard/Williams to approve Consent Agenda Items One & Two

Motion passed unanimously.

**(E) PUBLIC COMMENTS FROM CITIZEN NOT ON THE AGENDA**

**There were none.**

**(F) DEPARTMENTAL REPORTS:**

- (1) Mayor and Board of Trustees .....Mayor and Trustees

Mayor McClung informed the Board of Trustees that he met with WPX yesterday and they are looking at a 50% decrease in rigs in this area at some point in the future they may come and make a presentation to the Board.

Trustee Rugaard wanted to thank everyone that supported the fund raiser for Trustee Yadloski and was amazed at what a small community can do. They estimated the amount raised was \$11,000.00.

- a. Notification of Resignation from the Planning and Zoning

Commission by: ..... Mary (Candy) Allbee

- b. Notification of Resignation from the Board of Trustees by: ..... JohnYadloski

**Item b was struck from the agenda.**

- (2) Town Manager Monthly Update..... Stuart McArthur, Town Manager

Town Manager McArthur gave summary report on 2014 Budget..

Town Manager McArthur informed the Board on some of the activities being discussed for the upcoming year.

Winterfest is scheduled for the last weekend in January, Town will contribute \$175 for prizes and Mayor McClung volunteered to be the Grand Marshal.

Discussion on Grand Valley Days and Oktoberfest, the town has budgeted \$85,000 for events this year.

Town Manager McArthur stated that Town Hall hours have changed to Monday thru Thursday 7:30am to 5:30pm and Friday 7:30am to 11:30pm to accommodate customer service. More people will be able to come in after work or before work to make payments and take care of business.

\$60,000 allocated to Grand Valley Parks Assoc. contingent on Town being active in the plans for the event center. The Park Association is dependent on Town to submit grants as the Park Association cannot apply for grants.

(3) Town Planner Report (Comprehensive Plan) .....Davis Farrar, Town Planner

Town Planner Farrar gave an update on the future land use. Hope to have a complete survey by January 17<sup>th</sup> and present to the Town at the kickoff meeting January 21<sup>st</sup> at 6:30pm at Town Hall. Will have series of 8-10 meetings.

Town Manager McArthur wanted to have certain people participate on the advisory Committee, Roy McClung, Juanita Williams, Ashley Vacheeno, Keith Lamey, Dave Blair, Don Gray, DaveWalk, Eric Schmela, and Maria King. Others that are interested Judith Hayward, Mark King, Mary Anderson, Cary Jensen, Kelli Stanton, Debi Wolcheck, Jonathan Marcus, Derek Wingfiled, Ann Huber, Doyle Radel, Ava Lanz, Pastor AJ.

Farrar informed the Board that there would be an open meeting on February 2<sup>nd</sup> there would be keypad feedback from the residents that attend. Most of the town residents will be notified by mail.

(4) Police Department Monthly Update ..... Cary Parmenter, Police Chief

Chief Parmenter informed the Board that one new car has been picked up and the other one will be ready in a few days.

Chief Parmenter has met the criteria and received accreditation, only 34 Police Departments in the state that have met the accreditation and we are one of them, he then added that the Police Department is going back to old patch for their uniforms.

(5) Public Works Monthly Update ..... Mark King, Director of Public Works

Public Works Director King informed the board that Grub & Scrub meter blew apart on January 14, in the evening.

Public Works Director King went on to tell the Board that water meters are 71% complete and a trial run was done today to work out the bugs so February billing will be done through the meters, the town will communicate information as much as possible by newsletter and in billings for upcoming meter reads starting in February.

Public Works Director King stated that the City of Rifle will have an IGA for us hauling the inmates to and from Rifle daily.

(6) Code Enforcement Monthly Update .....Derek Wingfield, Community Development

C.D. S Wingfield is working with public works on some of the snow removal issues.  
C.D. S. Wingfield stated that the website is still being worked on, it is live, still working to have on line payments setup.  
There have been some building permits being issued.  
C.D.S. Wingfield will be working with Charlie Davis with Safebuilt which the Town wants to contract with to do our Planning and Zoning.

**(G) BOARD OF TRUSTEES TO APPOINT A MEMBER OF THE BOARD TO THE PLANNING AND ZONING COMMISSION**

Moved and seconded by Trustees Rugaard / Feck to table Item G. to the March Board of Trustees Regular Meeting.

Motion passed unanimously.

**(H) BOARD CONSIDERATION OF RESOLUTION NO. 2015-01**

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, DESIGNATING THE PLACES AND THE OFFICIAL NEWSPAPER OF GENERAL CIRCULATION WHERE THE POSTING OF THE PUBIC NOTICE OF PUBLIC MEETINGS AND OF ORDINANCES, AND OTHER ACTIONS TAKEN BY THE BOARD OF TRUSTEES**

Town Clerk Chiaretta stated that this is an annual housekeeping Resolution

**MOTION NO. 3:**

Moved and seconded by Trustees Rugaard/Williams to adopt Resolution NO. 2015-01

*A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, DESIGNATING THE PLACES AND THE OFFICIAL NEWSPAPER OF GENERAL CIRCULATION WHERE THE POSTING OF THE PUBIC NOTICE OF PUBLIC MEETINGS AND OF ORDINANCES, AND OTHER ACTIONS TAKEN BY THE BOARD OF TRUSTEES*

Motion passed unanimously.

**(I) BOARD CONSIDERATION OF ORDINANCE NO. 678**

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO AMENDING CHAPTER 7.10 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE APPOINTMENT AND COMPENSATION OF THE CLERK OF THE PARACHUTE MUNICIPAL COURT.**

STAFF: STUART McARTHUR, TOWN MANAGER

Mayor McClung stated that this is the result of the special meeting held in December regarding who should appoint the court clerk.

**MOTION NO. 4:**

Moved and seconded by Trustees Rugaard/Williams to approve Ordinance NO. 678

*AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO AMENDING CHAPTER 7.10 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE APPOINTMENT AND COMPENSATION OF THE CLERK OF THE PARACHUTE MUNICIPAL COURT.*

Motion passed unanimously

**(J) EXECUTIVE SESSION**

**MOTION NO. 5:**

Moved and seconded by Trustees Williams/Rugaard to go into Executive Session under C.R. S. 24-6-402(4)€, for determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations

Motions Passed Unanimously

Mayor McClung stated that the date is January 15, 2015 and the time is 7:54 p.m. as the presiding officer Roy McClung Mayor as required by law this executive session is being recorded and the following persons well be attending the executive session.

Trustees Williams, Rugaard, Feck Olk and Town Manager McArthur

**MOTION NO. 6:**

Motion to move out of executive session at 8:19 p.m.

Returned to regular meeting at 8:20 p.m

---

**(K) CORRESPONDENCE / OTHER MATTERS**

**THANK YOU FOR 2014 DONATIONS**

**AMERICAN LEGION POST #78 JOHN SCALZO**

LIFT UP

ADVOCATE SAFE HOUSE

(L) MOTION TO ADJOURN

Moved and seconded by Trustees Williams / Rugaard to adjourn.

So moved.

*Meeting adjourned at 8:22 p.m.*

---

Mayor

---

Town Clerk

---

*The preceding Action Minutes were prepared in accordance with the Town of Parachute Board of Trustees Rules of Order and Procedure, General Rules 9.9. These Minutes contain a record of actions that were TAKEN at the meeting, not a transcript of what was said by members of the Board, staff or other parties present. A recording of the meeting is available for review in the Town Clerk's Office for thirty days after the meeting.*

*Note: If you have corrections to the minutes that are minimal (incorrect spelling etc.), **please contact the Town Clerk the day prior to the meeting.** A corrected copy of the minutes will then be prepared for approval by the Board of Trustees.*

Payee or Description	Date	Check Amount
CDM REF# 1 HRA REIMBURSEMENT	1/12/2015	\$941.16
XCEL ENERGY OUTSTANDING BALANCE	1/6/2015	\$1,875.18
Paylocity - 4th Qtr Add'l SUI Liability Payable	1/22/2015	\$689.64
Payflex HealthHub Ref #2	1/26/2015	\$574.93
AFLAC	1/2/2015	\$788.75
CEBT	1/2/2015	\$16,144.20
DEPENDABLE WASTE SERVICES	1/2/2015	\$4,575.00
FIRE AND POLICE PENSION ASSOC.	1/2/2015	\$1,677.00
JOHN MULLIGAN	1/2/2015	\$204.83
KANSAS CITY LIFE INS.	1/2/2015	\$423.82
LAW ENFORCEMENT ALLIANCE FOR DEFENSE	1/2/2015	\$21.00
LIBERTY NATIONAL LIFE INSURANCE CO.	1/2/2015	\$151.78
ORCHARD TRUST COMPANY, LLC	1/2/2015	\$2,455.47
R&L ACCOUNTING, LLC	1/2/2015	\$4,170.50
RICOH USA, INC	1/2/2015	\$27.42
WELLS FARGO BUSINESS	1/2/2015	\$1,132.56
WELLS FARGO BUSINESS	1/2/2015	\$79.99
WELLS FARGO BUSINESS	1/2/2015	\$556.18
WELLS FARGO BUSINESS CARD	1/2/2015	\$196.62
WELLS FARGO VISA	1/2/2015	\$774.99
WELLS FARGO VISA	1/2/2015	\$1,584.79
ALLY	1/15/2015	\$2,162.63
ALLY	1/15/2015	\$3,081.96
ALPHA CARD	1/15/2015	\$10.33
ALSCO	1/15/2015	\$200.35
AUSTIN CIVIL GROUP, INC.	1/15/2015	\$310.00
BATTLEMENT MESA METROPOLITAN DISTRICT	1/15/2015	\$11,199.00
BATTLEMENT MESA TRUE VALUE	1/15/2015	\$95.08
BRUBACHER DESIGN	1/15/2015	\$76.00
CENTRAL DISTRIBUTING	1/15/2015	\$57.69
COLORADO MT. NEWS MEDIA	1/15/2015	\$166.00
COMFORT AIR OF GRAND JUNCTION	1/15/2015	\$480.00
DESKTOP CONSULTING, INC.	1/15/2015	\$347.50
FARNSWORTH GROUP, INC.	1/15/2015	\$2,410.00
FIKES WEST, INC.	1/15/2015	\$57.00
FILTER TECH SYSTEMS, INC.	1/15/2015	\$157.61
GALLS, AN ARAMARK CO., LLC	1/15/2015	\$120.00
HIGH DESERT FLORAL	1/15/2015	\$302.00
HUDDLESTON-BERRY ENGINEERING & TESTING	1/15/2015	\$5,902.50
LAWSON PRODUCTS INC	1/15/2015	\$74.08
MIDWEST RADAR & EQUIPMENT	1/15/2015	\$200.00
MOUNTAIN PEST CONTROL	1/15/2015	\$104.00
OLDCASTLE SW GROUP INC.	1/15/2015	\$26,568.84
PARACHUTE AUTO PARTS & SUPPLY	1/15/2015	\$359.47
POLARIS SURVEYING	1/15/2015	\$440.00

QUILL CORPORATION	1/15/2015	\$1,648.63
R & S SALES & WELDING SERVICE	1/15/2015	\$12.00
SAFELITE FULFILLMENT, INC.	1/15/2015	\$286.85
Safety & Construction Supply Inc.	1/15/2015	\$389.03
SAMS CLUB	1/15/2015	\$424.32
ST. PAUL STAMP WORKS INC.	1/15/2015	\$78.07
STEVEN A. NOFZIGER	1/15/2015	\$125.00
STUART S. MCARTHUR	1/15/2015	\$126.15
SWALLOW OIL COMPANY	1/15/2015	\$66.37
UNCC	1/15/2015	\$36.72
UNIVAR USA INC.	1/15/2015	\$492.16
VALLEY LUMBER	1/15/2015	\$229.37
VERIZON WIRELESS	1/15/2015	\$689.83
WB SUPPLY COMPANY	1/15/2015	\$35.04
WEX, INC.	1/15/2015	\$1,562.10
XCEL ENERGY	1/15/2015	\$4,755.71
YADLOSKI ENTERPRISES	1/15/2015	\$180.17
AGNC	1/15/2015	\$1,000.00
CAMCA	1/15/2015	\$20.00
CASELLE INC	1/15/2015	\$525.33
CIRSA	1/15/2015	\$12,217.35
CLUB 20	1/15/2015	\$200.00
CMCA	1/15/2015	\$160.00
COLORADO MUNICIPAL LEAGUE	1/15/2015	\$860.00
COLORADO RURAL WATER ASSO.	1/15/2015	\$325.00
COMFORT AIR OF GRAND JUNCTION	1/15/2015	\$1,660.00
COMMERCIAL SPECIALISTS, INC.	1/15/2015	\$360.00
COMMUNITY COUNTS	1/15/2015	\$50.00
FIRE AND POLICE PENSION ASSOC.	1/15/2015	\$1,767.16
ORCHARD TRUST COMPANY, LLC	1/15/2015	\$2,455.47
SANDS LAW OFFICE, LLC	1/15/2015	\$2,955.86
UNITED STATES POSTAL SERVICE	1/15/2015	\$112.00
TOWN OF PARACHUTE - PETTY CASH	1/30/2015	\$175.00
AFLAC	1/30/2015	\$737.75
AIRGAS USA, LLC	1/30/2015	\$50.08
ALERT/ SAM	1/30/2015	\$80.00
ANDREW SIDENER	1/30/2015	\$131.60
AUSTIN CIVIL GROUP, INC.	1/30/2015	\$191.25
B BOPS BAKERY & PIZZERIA	1/30/2015	\$66.53
BATTLEMENT MESA TRUE VALUE	1/30/2015	\$70.51
CADFISH, LLC	1/30/2015	\$130.00
CARY PARMENTER	1/30/2015	\$146.51
CCCMA	1/30/2015	\$75.00
CEBT	1/30/2015	\$17,763.10
CENTURY LINK	1/30/2015	\$915.60
CIVICPLUS	1/30/2015	\$1,148.70
COMCAST CABLE	1/30/2015	\$138.35

DAN LARUE	1/30/2015	\$14.52
DEBRA LEE MEIS	1/30/2015	\$23.80
DENISE CHIARETTA	1/30/2015	\$7.42
DEREK WINGFIELD	1/30/2015	\$58.42
DUSTIE COLELLA	1/30/2015	\$25.15
FARNSWORTH GROUP, INC.	1/30/2015	\$964.00
FIRE AND POLICE PENSION ASSOC.	1/30/2015	\$1,676.91
GARFIELD & HECHT, P.C.	1/30/2015	\$160.20
GARFIELD CLEAN ENERGY	1/30/2015	\$2,500.00
GRAND JUNCTION PIPE & SUPPLY	1/30/2015	\$1,720.61
GRAND RIVER HOSPITAL DISTRICT	1/30/2015	\$19.00
HARLEY WALKER	1/30/2015	\$6.63
HOLY CROSS ENERGY	1/30/2015	\$370.58
IIMC	1/30/2015	\$180.00
KANSAS CITY LIFE INS.	1/30/2015	\$730.71
KONICA MINOLTA	1/30/2015	\$706.85
LIBERTY NATIONAL LIFE INSURANCE CO.	1/30/2015	\$151.78
MARK KING	1/30/2015	\$104.93
MESA COUNTY HEALTH DEPT.	1/30/2015	\$40.00
MICRO PLASTICS	1/30/2015	\$23.80
OLDCASTLE SW GROUP INC.	1/30/2015	\$528,664.06
ORCHARD TRUST COMPANY, LLC	1/30/2015	\$2,455.47
PARACHUTE LODGING, LLC	1/30/2015	\$4,103.00
PRO FORCE LAW ENFORCEMENT	1/30/2015	\$59.95
R R DONNELLEY	1/30/2015	\$1,039.31
RICOH USA, INC.	1/30/2015	\$148.96
SANDS LAW OFFICE, LLC	1/30/2015	\$2,955.86
TRU GREEN	1/30/2015	\$5,580.40
UNIVAR USA INC.	1/30/2015	\$237.44
USA BLUE BOOK	1/30/2015	\$345.95
WELLS FARGO BUSINESS	1/30/2015	\$270.45
WELLS FARGO BUSINESS	1/30/2015	\$233.14
WELLS FARGO BUSINESS	1/30/2015	\$1.79
WELLS FARGO BUSINESS CARD	1/30/2015	\$50.00
WELLS FARGO VISA	1/30/2015	\$689.99
WELLS FARGO VISA	1/30/2015	\$551.25
WEX, INC.	1/30/2015	\$2,489.77
XCEL ENERGY	1/30/2015	\$12,304.18
<b>TOTAL PAYMENTS FOR JANUARY</b>		<b>\$723,219.80</b>



---

## AGENDA ITEM

### DEPARTMENTAL REPORTS:

- (1) Mayor and Board of Trustees ..... Mayor and Trustees
- (2) Town Manager Monthly Update ..... Stuart McArthur, Town Manager
- (3) Police Department Monthly Update ..... Cary Parmenter, Police Chief
- (4) Public Works Monthly Update ... Mark King, Director of Public Works
- (5) Code Enforcement Monthly Update    Derek Wingfield, Community  
Development Specialist



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

*Integrity • Respect • Teamwork • Pride • Innovation • Diversity*

222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

**DATE:** February 19, 2015  
**TO:** Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT:** TOWN MANAGER MONTHLY REPORT – FEBRUARY 2015

The purpose of this memo is to report to the Board of Trustees the activities of the Town during the past month.

1. Sales tax report showing current month sales tax and comparing the last three years is attached to this report.
2. Winter Fest was held in Battlement Mesa on January 30<sup>th</sup> – 31<sup>st</sup>. The Town of Parachute provided \$175.00 in cash prizes for the Parade of Lights. Mayor McClung was co-Grand Marshall for the parade. The event was a success and was well attended by the community.
3. A meeting was held on February 12<sup>th</sup> regarding 2015 Grand Valley Days. Invited to the meeting are representatives of most of the civic organizations in the community. A discussion was held and a decision was made that the 2015 Grand Valley Days would return to the 2013 level of activity.
4. A meeting with the BLM regarding the Previously Leased Properties is scheduled for February 25, 2015.
5. Meters have been installed throughout the Town of both commercial businesses and residential properties. We have done our best to determine the correct calculations for each location/meter. Some locations have not been calculating correctly over time. Some Places have been charged too much for the services, others have not been charged enough. The first correct billings will be distributed for the February billing in March. We have also taken action to reduce the costs of billing our customers by redesigning our bills and what is sent to the customers. We plan to move to a post card bill. This will reduce costs for paper and envelopes. It will also reduce the costs for postage. Although, not reducing costs, it will significantly reduce the present manual process for sending bills out.
6. In an attempt to increase efficiencies and reduce costs, I am considering moving to an electronic automated telephone answering system. A significant amount of time of the Administrative Assistant's time is spent answering the telephone then forwarding to the

intended recipient. A large amount of the calls are from Battlement Mesa residents. Moving to an automated answering will create significant efficiencies and will allow for more attention to the daily required work.

7. Another efficiency that we researched was electronically scanning invoices and attaching them to the account payable record in the accounting system. We have been informed that the cost for the model that would allow us to do that is \$6,000 (one module). We are researching another accounting system that is much more functional that would cost us a total of \$12,000 (modules costing around \$395) and provide us with much more functionality, including the functions we are desiring with a lower annual maintenance and support costs. We will continue to research and work the numbers and bring back a recommendation to the Board.
8. Due to the, hopefully, temporary drop in the economy, I am asking all staff to look at ways to reduce costs and maximize efficiencies. I will be reporting back to you some of the actions taken.
9. Comprehensive plan is progressing. At a meeting on January 21<sup>st</sup>, an Advisory Committee has been identified. It is composed of:
  - David Blair, Grand Valley Fire Protection District
  - David Walck, Grand Valley High School
  - Don Gray, Battlement Mesa Service Association Planning Committee
  - Doyle Radel, Local Business Owner
  - Eric Schmela, Battlement Mesa Partners
  - Ashlee Fechino, WPX Energy
  - Keith Lammey, Battlement Mesa Service Association
  - Maria King, Resident
  - Mary Lee Morhlang, Grand Valley Economic Development Committee
  - Roy McClung, Town of Parachute

A vision meeting was held on Monday, February 2<sup>nd</sup>. At least 65 people were in attendance, a majority of which was from Battlement Mesa. A poll was given and immediate results were shown. The most telling question regarded the potential the Town of Parachute and Battlement Mesa joining into one community. 74% of the respondents indicated a level of support for joining together. The presentation and results of the polling are attached this report.

An addition to the contract of \$15,000 has been recommended and approved based on the direction from the Board that change orders can be approved by the Town Manager. The change order is for the addition of the survey.

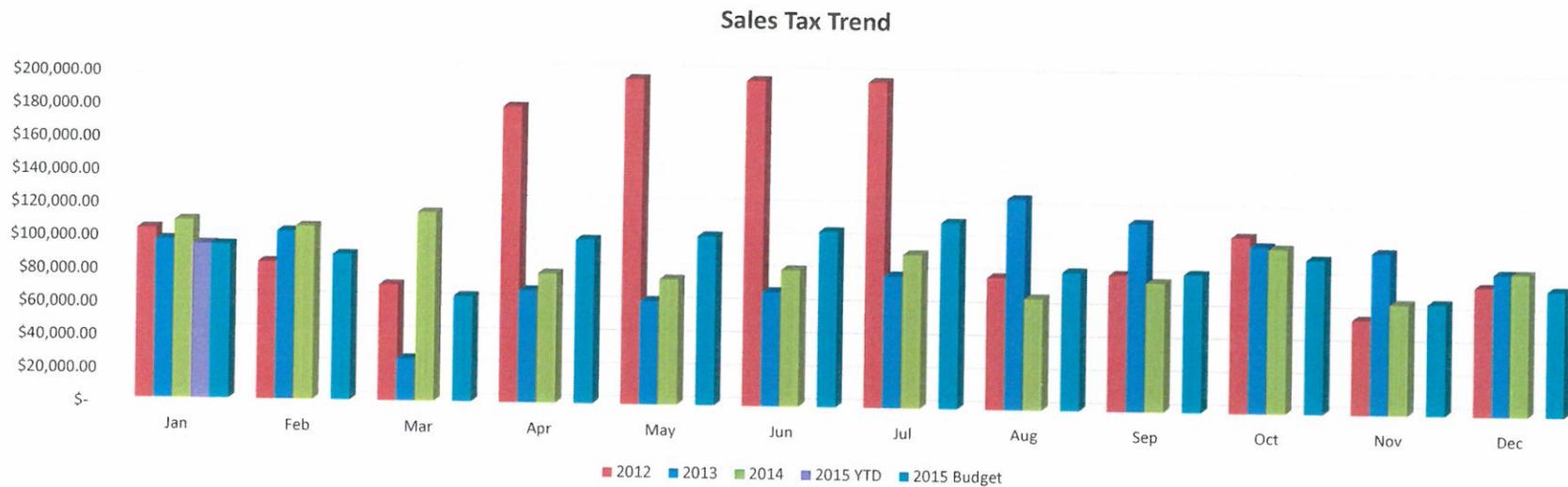
RPI Consulting will be here on February 20<sup>th</sup> to tour the community and meet with some local leaders. Is any of the Board interested and available to meet on that day?

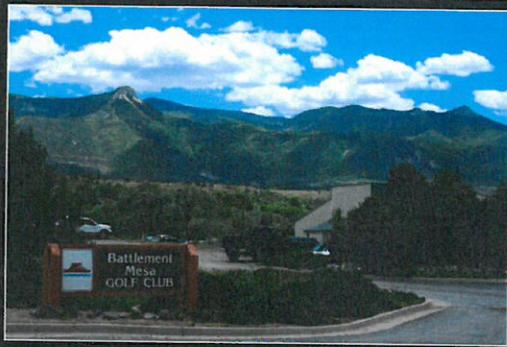
If you have questions or concerns, contact me at 970.285.7630 or [stuartmc@parachutecolorado.com](mailto:stuartmc@parachutecolorado.com).

**Town of Parachute  
Sales Tax Trend Analysis - 2015**

		Actuals								
Month Received	Month Paid*	2012	2013	2014	2014 YTD 2015	2015 YTD	2015 Budget	% Over / -Under	YTD % Compared to 2013	Actual Compared to Budget
Jan	Nov	\$ 102,462.53	\$ 95,706.59	\$ 107,541.87	\$ 107,541.87	\$ 93,340.02	\$ 93,034.20	0.33%		
Feb	Dec	\$ 82,967.67	\$ 101,588.06	\$ 104,702.30	\$ -	\$ -	\$ 88,027.22	-100%		
Mar	Jan	\$ 70,051.54	\$ 25,564.29	\$ 113,904.74	\$ -	\$ -	\$ 63,761.46	-100%		
Apr	Feb	\$ 178,676.32	\$ 67,891.55	\$ 78,277.62	\$ -	\$ -	\$ 98,857.22	-100%		
May	Mar	\$ 196,401.77	\$ 62,753.99	\$ 75,764.05	\$ -	\$ -	\$ 101,923.05	-100%		
Jun	Apr	\$ 196,401.77	\$ 69,165.79	\$ 82,490.46	\$ -	\$ -	\$ 105,921.28	-100%		
Jul	May	\$ 196,401.77	\$ 79,877.98	\$ 92,727.04	\$ -	\$ -	\$ 112,296.42	-100%		
Aug	Jun	\$ 79,785.87	\$ 127,189.55	\$ 67,447.53	\$ -	\$ -	\$ 83,512.60	-100%		
Sep	Jul	\$ 82,319.43	\$ 113,405.91	\$ 77,887.19	\$ -	\$ -	\$ 83,265.97	-100%		
Oct	Aug	\$ 105,816.61	\$ 100,377.26	\$ 99,147.71	\$ -	\$ -	\$ 92,921.78	-100%		
Nov	Sep	\$ 57,266.18	\$ 97,548.24	\$ 67,147.25	\$ -	\$ -	\$ 67,547.54	-100%		
Dec	Oct	\$ 77,708.49	\$ 85,800.99	\$ 86,001.23	\$ -	\$ -	\$ 75,931.28	-100%		
<b>Total</b>		<b>\$ 1,426,259.95</b>	<b>\$ 1,026,870.20</b>	<b>\$ 1,053,038.99</b>	<b>\$ 107,541.87</b>	<b>\$ 93,340.02</b>	<b>\$ 1,067,000.00</b>		<b>-13.21%</b>	<b>-91.25%</b>

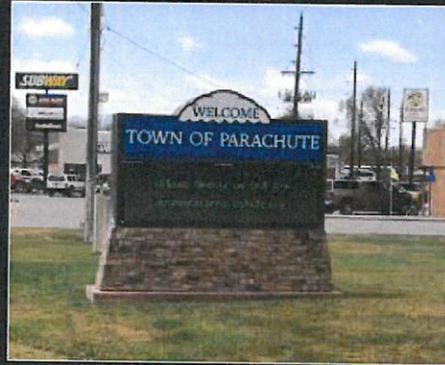
\* There is a two month delay of when sales tax paid and when received by the Town.





# Town of Parachute & Battlement Mesa

Vision Workshop  
February 2, 2015  
Parachute Town Hall

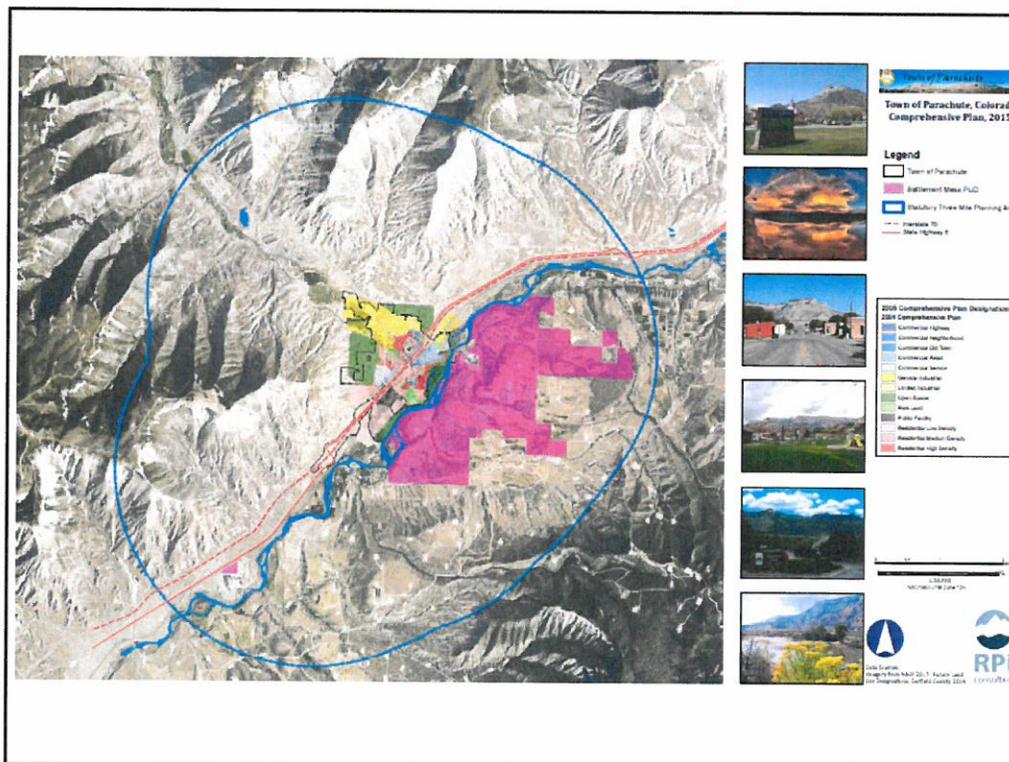


## Consulting Team



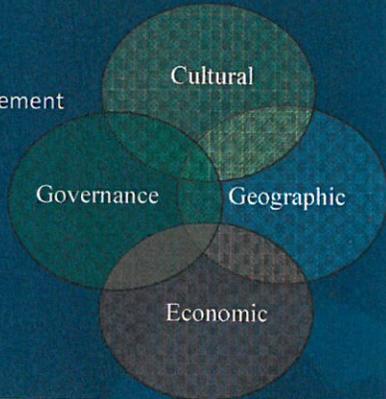
# What is a Comprehensive Plan?

- Defines a shared vision for the future, sets goals and charts strategies that can be implemented.
- Developed with broad participation.
- The timeframe considered in the plan is long range.
- Provides general guidance on where and how growth and resources can be managed.
- Clarifies relationships between physical, social, and economic goals.



# Plan Elements

- Economic Development
- In-Town Growth and Downtown Opportunities
- Strategic Coordination Between Parachute and Battlement
- Three Mile Periphery Plan
- Public Services and Core Infrastructure
- Transportation
- Housing
- Cultural, Historic, and Visitation
- Fiscally Feasible Implementation



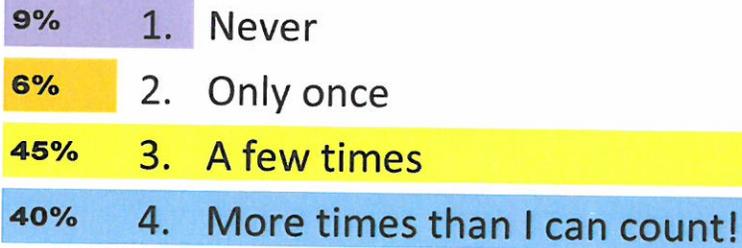
# Public Involvement



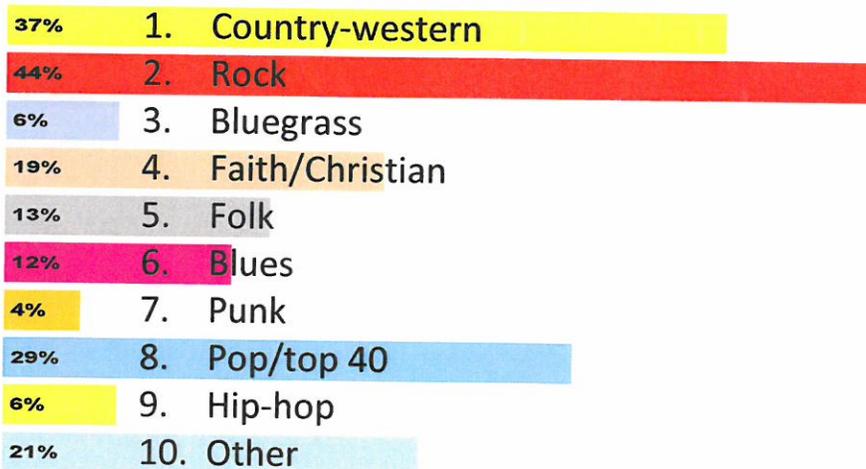
- Key Stakeholder Interviews
- Vision Event
- Youth Vision
- Economic Development Summit
- Community Growth Summit
- Advisory Committee Workshops on each Topic
- Intergovernmental Coordination
- Formal Review



## Have you ever lied to your mother?

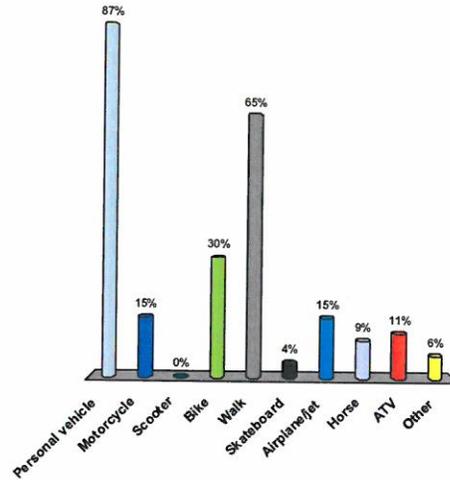


## Your Top 2 Favorite Types of Music



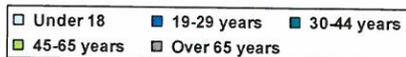
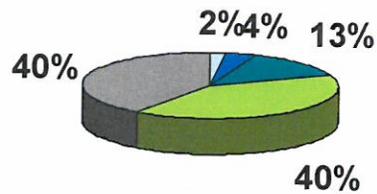
## What transportation does your household use most often? (Top 3)

1. Personal vehicle
2. Motorcycle
3. Scooter
4. Bike
5. Walk
6. Skateboard
7. Airplane/jet
8. Horse
9. ATV
10. Other



## What is your age

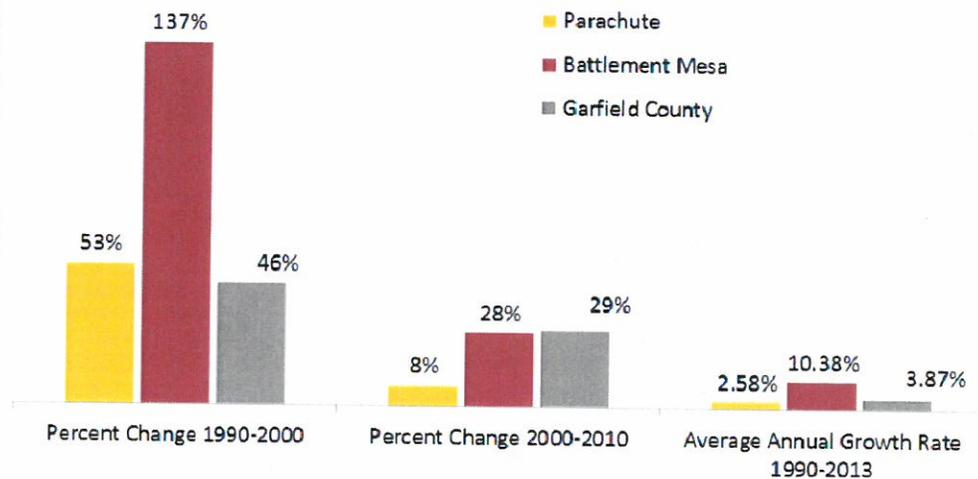
1. Under 18
2. 19-29 years
3. 30-44 years
4. 45-65 years
5. Over 65 years



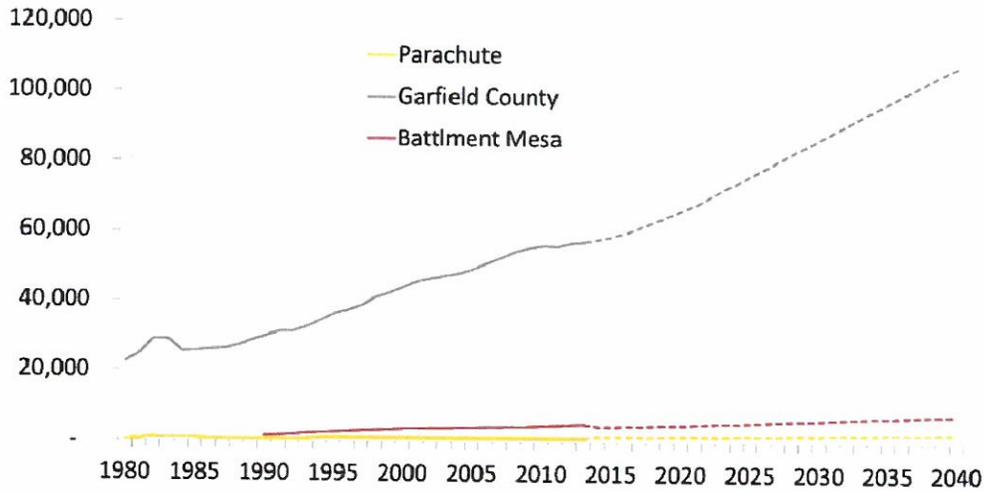
## Where do you live?

- 23% 1. In Town of Parachute
- 53% 2. Battlement Mesa
- 4% 3. Not in BM or Parachute, but w/in 3 miles
- 4% 4. Other city/town in Garfield County
- 8% 5. Other unincorporated Garfield County
- 9% 6. Outside of Garfield County
- 0% 7. Other

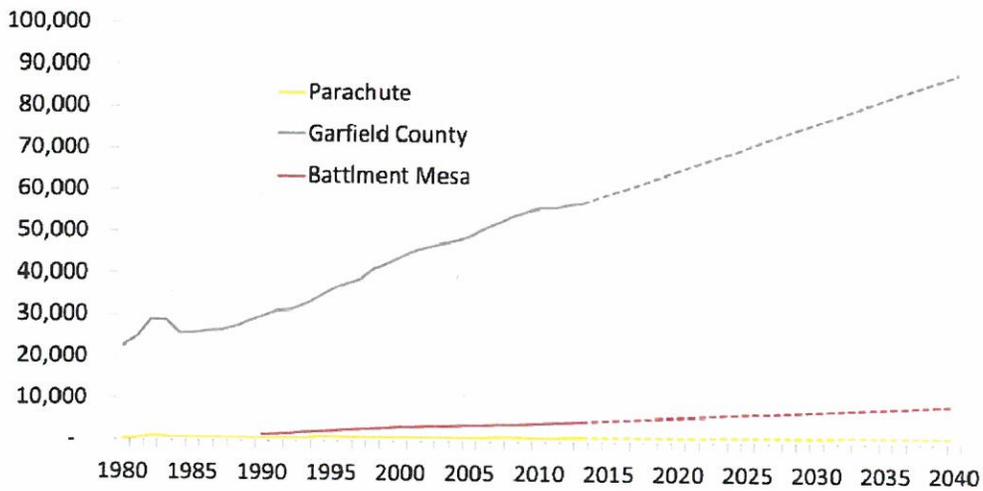
## Population and Growth



# Population Projection - DOLA

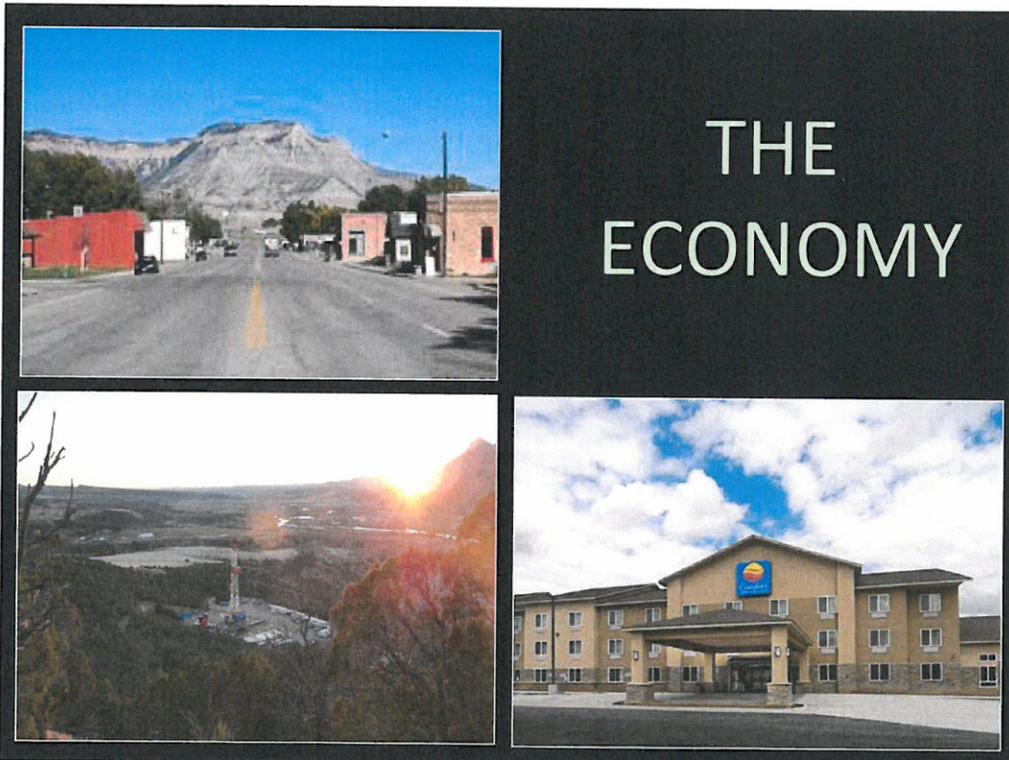


# Population Projection - RPI

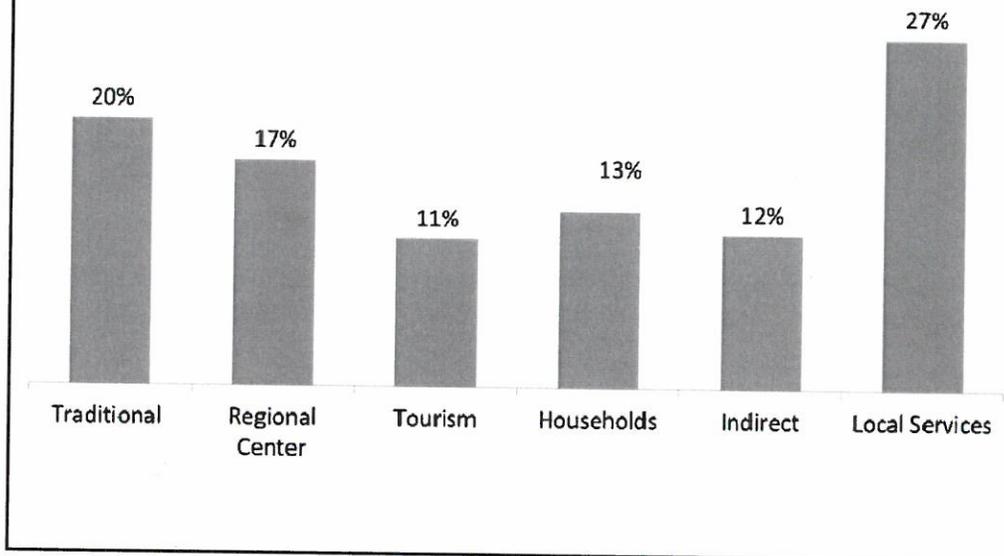


In the future would you prefer the Parachute/Battlement Mesa Area to:

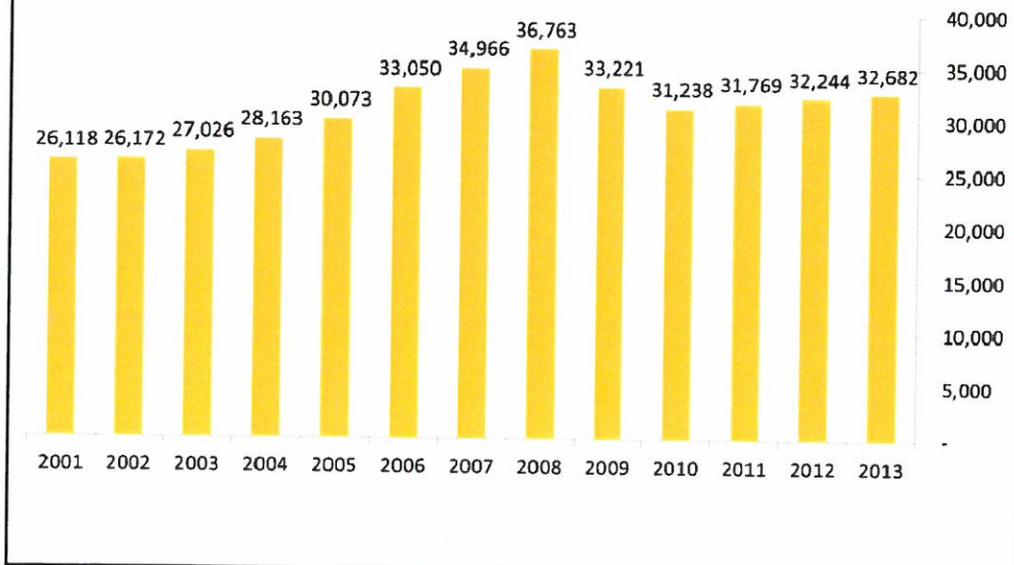
- 68% 1. Grow at a faster rate
- 25% 2. Current growth rate
- 2% 3. Grow at a slower rate
- 6% 4. No preference/opinion



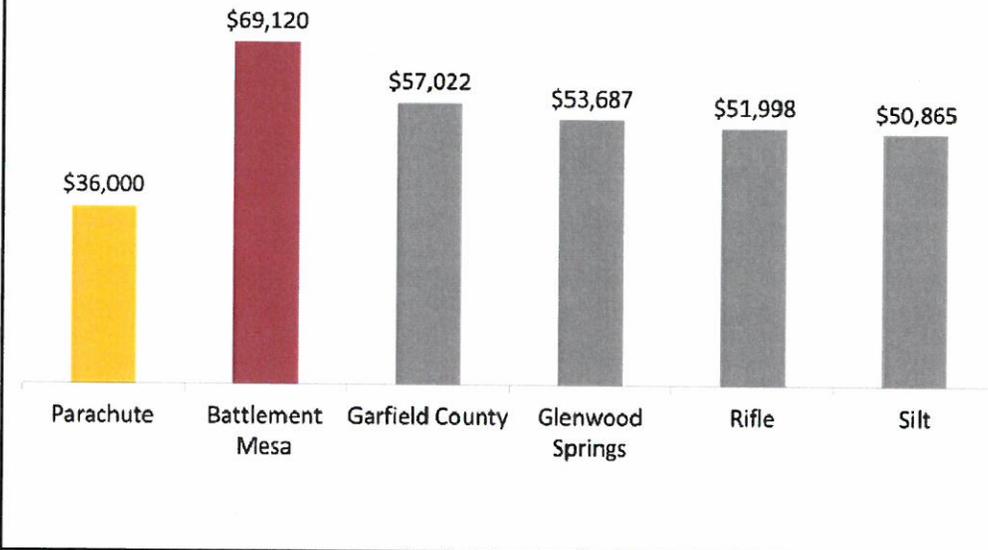
## Economic Drivers in Garfield County



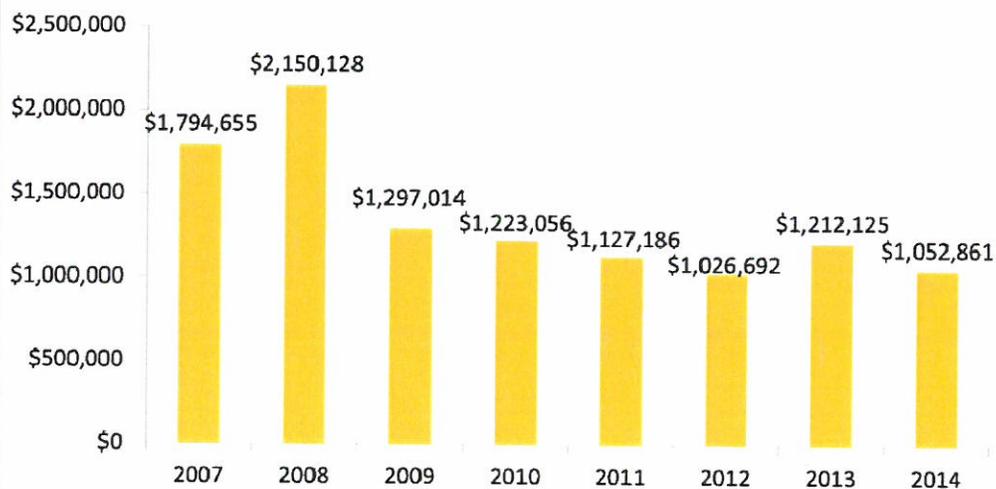
## Employment Garfield County



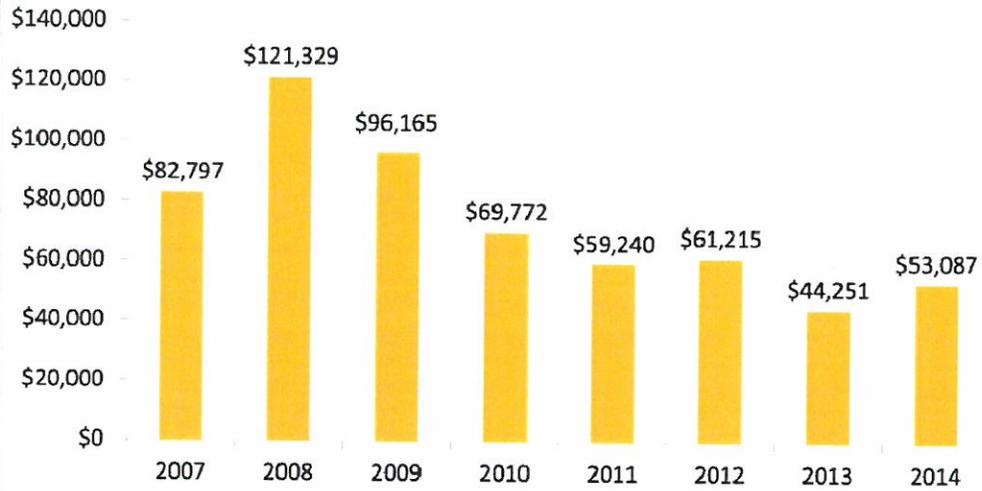
## Median Household Income 2013



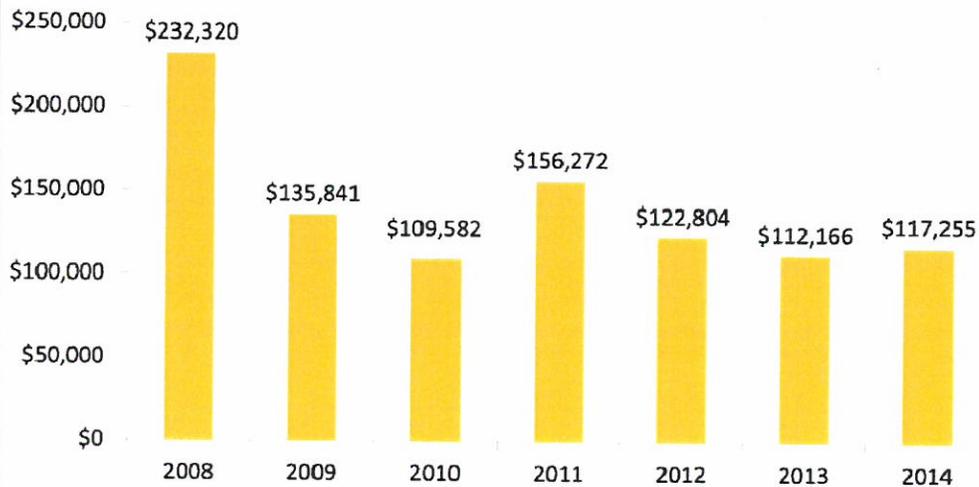
## Parachute Sales Tax



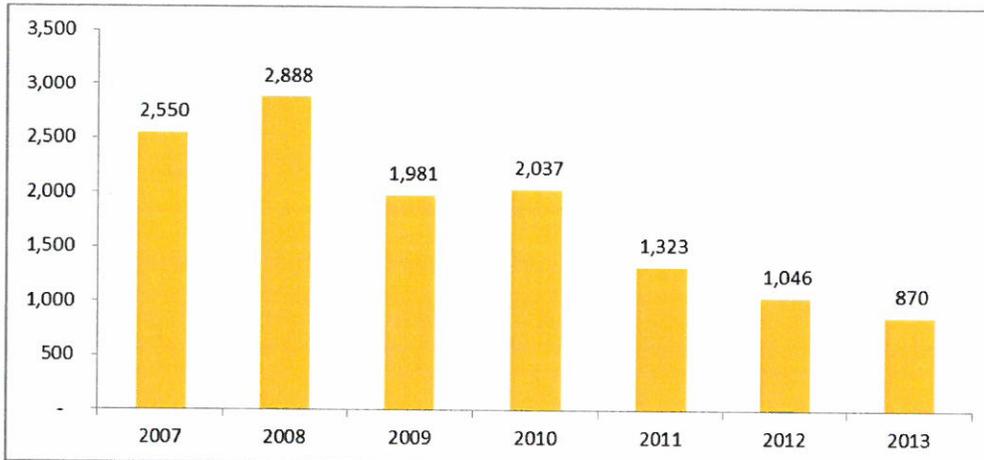
## County Sales Tax Allocation



## Parachute Lodging Taxes

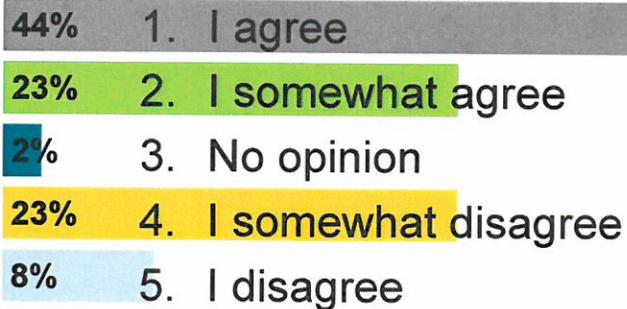


## Garfield County Oil and Gas Drilling Permits

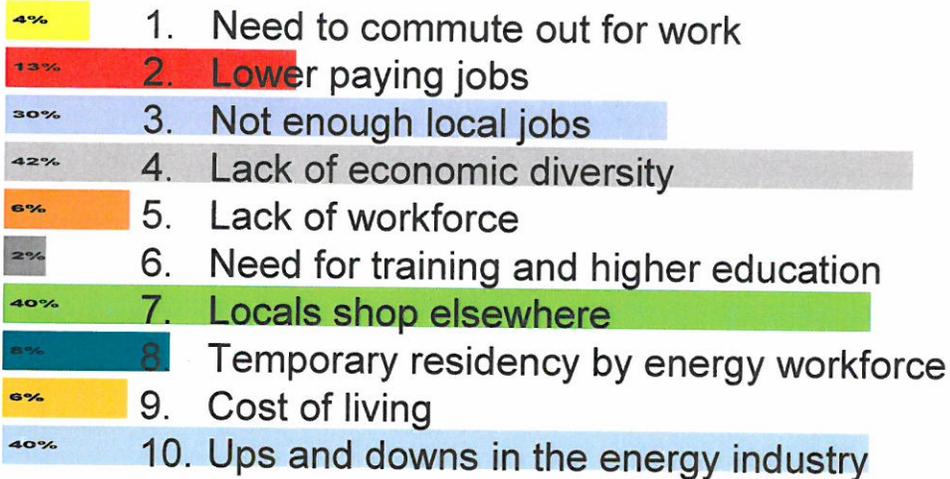


Agree with this statement?

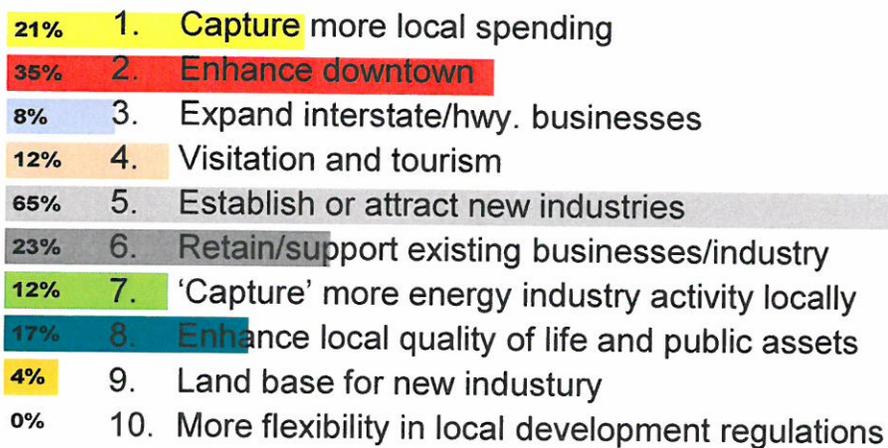
“Battlement Mesa and Parachute Function as One Place from an Economic Perspective.”



### What are the largest economic challenges in Parachute/Battlement Mesa? (top 2)



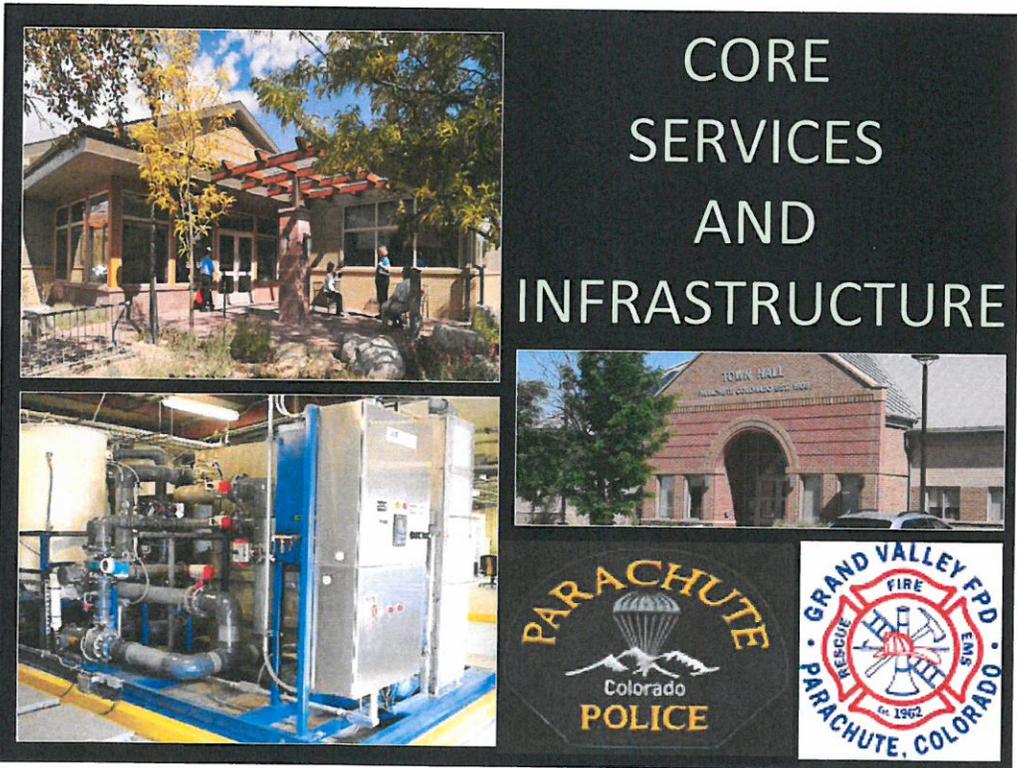
### Which of the following are the best options for improving the local economy? (top 2)



Would you support efforts to create or attract new industry in the community?

- 88% 1. I support this
- 12% 2. I somewhat support this
- 0% 3. I do not support this

CORE SERVICES AND INFRASTRUCTURE



The collage features four distinct images. The top-left image shows a modern, single-story building with large windows and a wooden pergola structure in front, surrounded by trees. The bottom-left image depicts industrial machinery, including pipes, valves, and a large blue cabinet, likely part of a water treatment or utility system. The top-right image is a photograph of a brick building with an arched entrance, labeled 'TOWN HALL' and 'GRAND VALLEY FIRE DEPARTMENT'. The bottom-right image contains two logos: the Parachute Colorado Police logo, which features a parachute and the text 'PARACHUTE Colorado POLICE', and the Grand Valley Fire Department logo, which is a circular emblem with 'GRAND VALLEY FPD', 'FIRE', 'RESCUE', and 'EST. 1962'.

## Public Service Entities

- Town of Parachute
- Battlement Mesa Service Association
- Battlement Mesa Metro District
- Parachute/Battlement Mesa Recreation District
- Grand Valley Fire District
- Garfield County
- Grand River Hospital District
- Garfield County School District #16

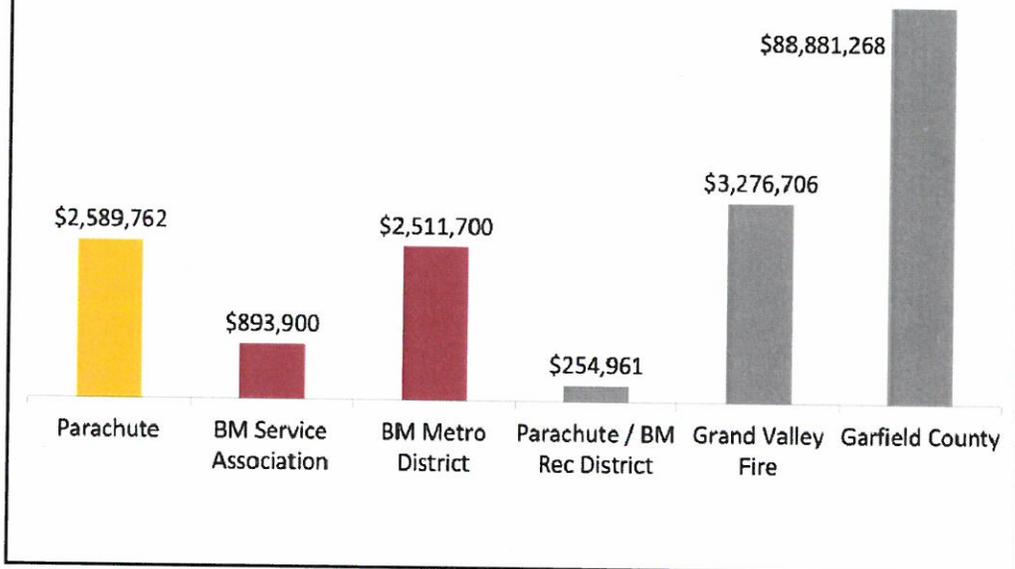
## Public Service Entities and Services

	General Government	Management	Public Safety	Parks/ Rec	Fire / EMS	Library	Water Sewer	Health Care	Primary Education
Town of Parachute	Yellow	Yellow	Yellow	Yellow			Yellow		
BM Service Association		Red							
BM Metro District							Red		
Parachute/BM Recreation				Grey					
Grand Valley Fire					Grey				
Garfield County			Red						
Grand River Hospital								Grey	
Garfield County Library District						Grey			
Garfield County School District 16									Grey

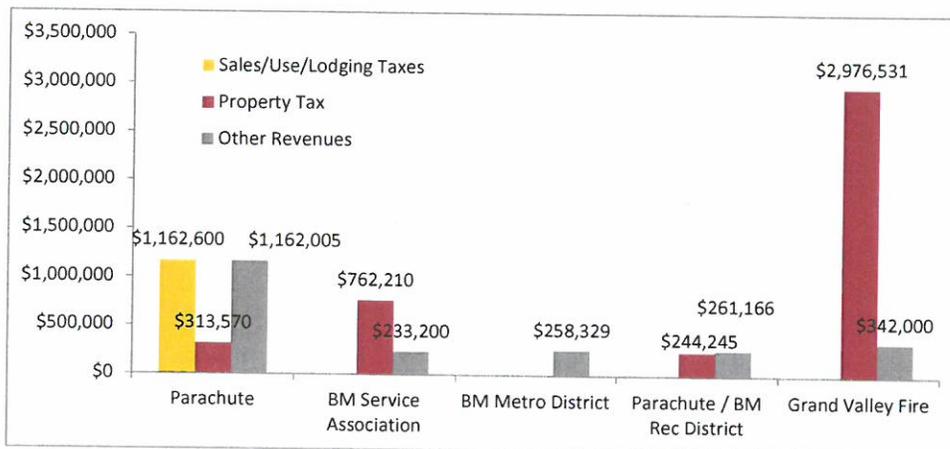
Parachute  
 Battlement Mesa  
 Parachute & Battlement Mesa



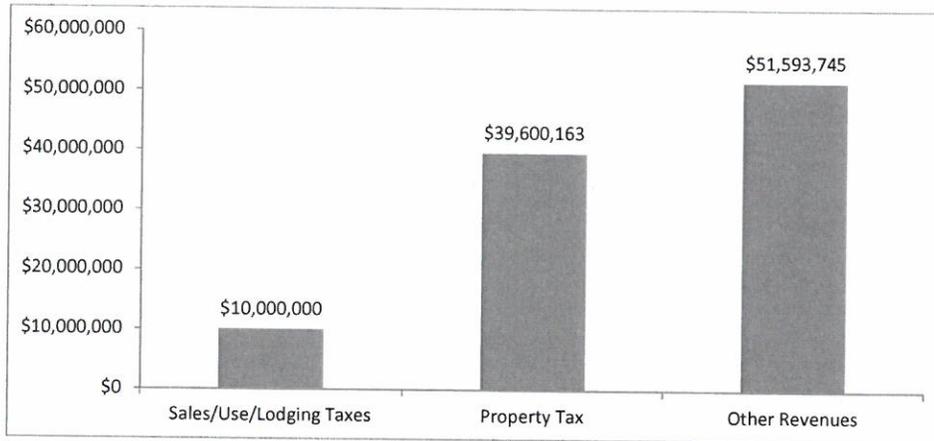
## Public Service Entities Operating Expenditures (2014 Budget)



## Public Service Entities Revenues by Source (2014 Budget)



## Garfield County Revenues by Source (2014 Budget)



## Which of the following is most important? (top 2)

- 44% 1. Street surface, drivability
- 9% 2. Intersection functionality/safety
- 13% 3. Signage and way finding
- 9% 4. Availability of parking
- 22% 5. Connectivity/efficiency
- 9% 6. Pedestrian safety
- 39% 7. Day to day maintenance
- 8% 8. Slower traffic speeds
- 16% 9. Establish more access to/from I-70
- 20% 10. Regional transit

## Which of the following is the top priority for bikes/pedestrians? (top 2)

- 4% 1. Connect north and south Parachute across I-70
- 23% 2. Safe routes to school
- 13% 3. Connect neighborhoods to parks & recreation
- 10% 4. Connect neighborhoods to downtown Parachute
- 17% 5. Connect Battlement neighborhoods to Parachute
- 44% 6. Recreation pathways
- 13% 7. Bike/pedestrian lanes on key streets
- 2% 8. Major street crossings
- 25% 9. Complete/improved sidewalks in Parachute
- 31% 10. Complete/improved sidewalks in Battlement Mesa

## Which is the highest priority for parks and recreation?

- 31% 1. Enhance existing parks
- 2% 2. Build more parks
- 19% 3. Make public open space more usable
- 4% 4. More public open space
- 31% 5. More trails and pathways
- 13% 6. None of these

## What types of parks improvements are most important to you? (top 2)



## What types of parks improvements are would you be willing to raise your taxes to pay for? (top 2)



## What is the most important from a community safety perspective

- 4% 1. Law enforcement
- 2% 2. Fire protection
- 2% 3. Ambulance/rescue
- 88% 4. All of these are equally important
- 4% 5. Other

## Do you feel that Parachute is a safe town?

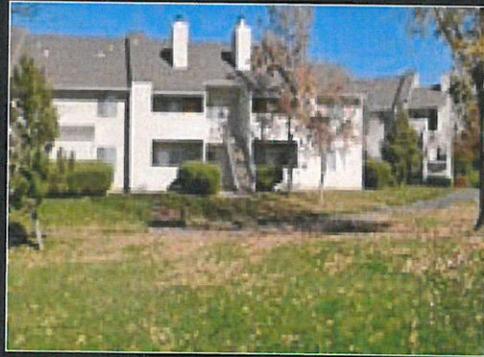
- 66% 1. Yes, it is safe
- 30% 2. Sometimes it is safe
- 4% 3. No it is not safe?

Do you feel that Battlement Mesa is a safe community?

48% 1. Yes, it is safe

45% 2. Sometimes it is safe

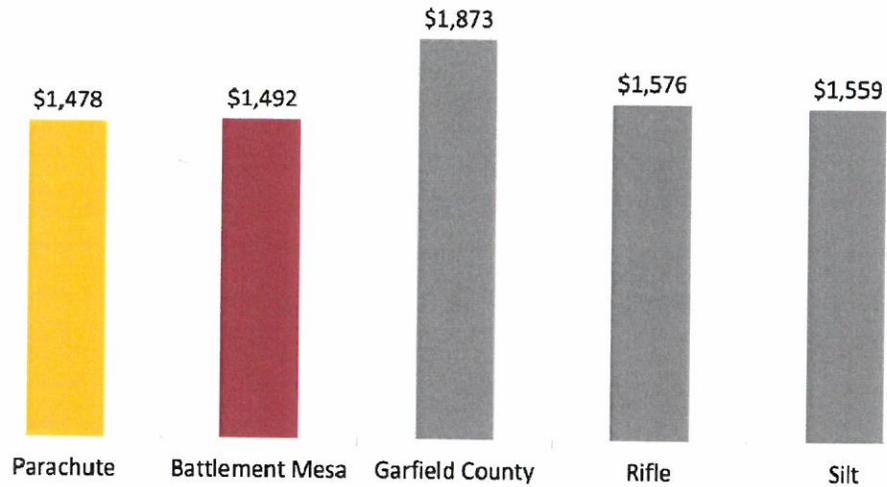
7% 3. No it is not safe?



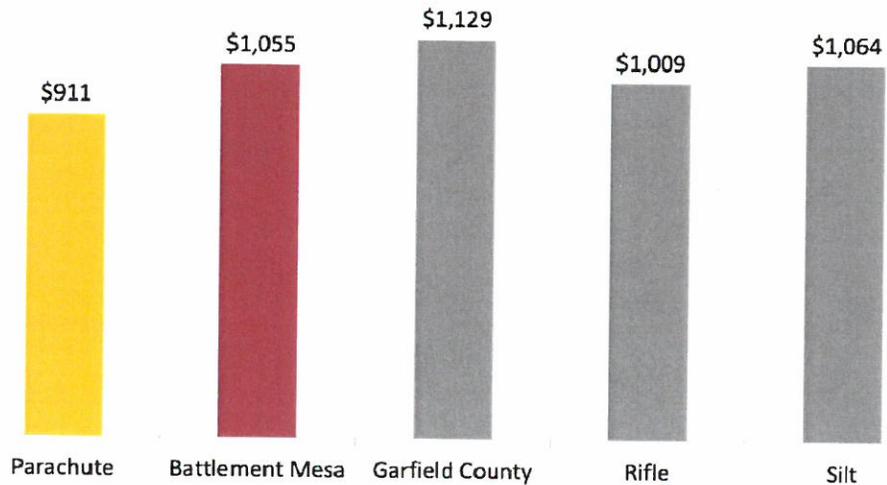
## HOUSING



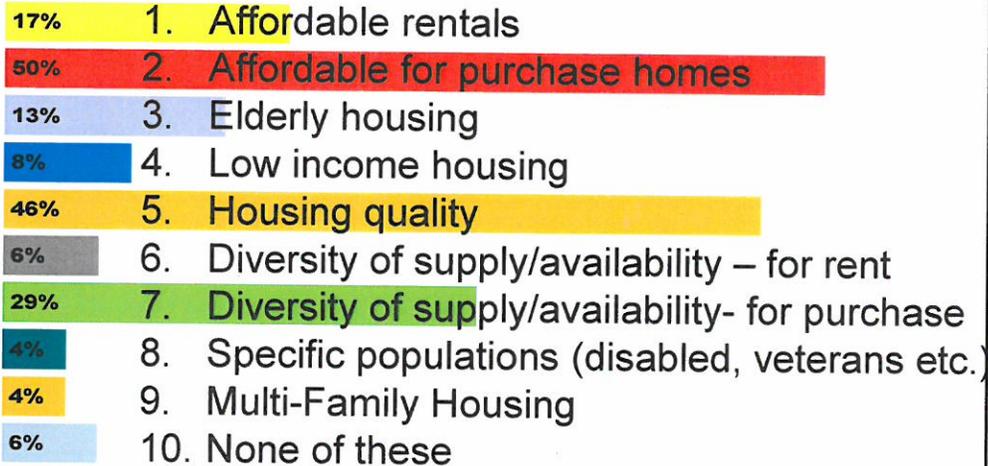
## Monthly Median Ownership Costs 2013



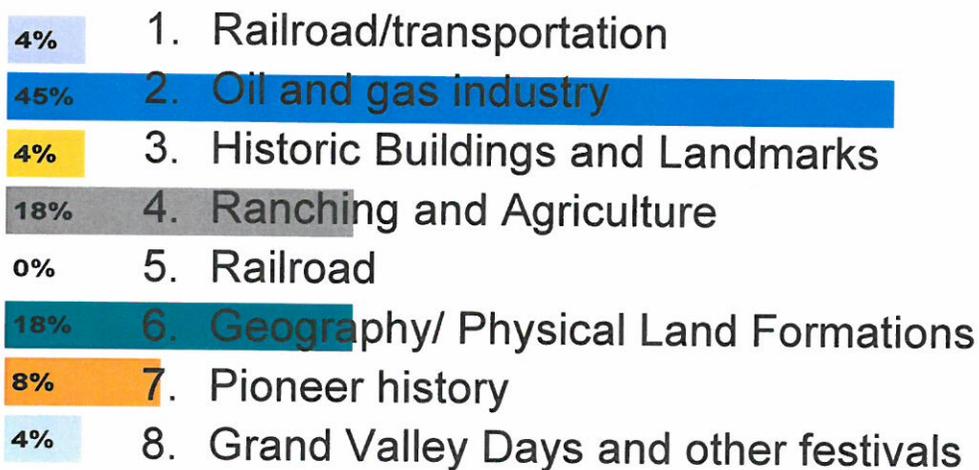
## Monthly Median Rental Costs 2013



Which are most important for housing in the Parachute/Battlement Mesa area? (top 2)



What are the most important elements of Parachute/Battlement Mesa's Heritage?



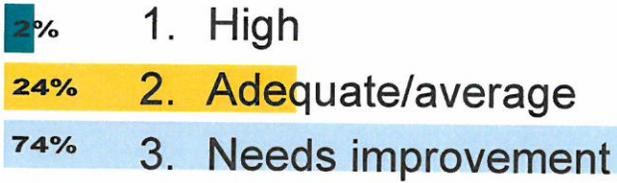
## What action or is most needed regarding heritage?

- 
- | Action  | Percentage |
|---|------------|
| 1. Preservation of historic buildings and landmarks     | 4%         |
| 2. Promotion of cultural/historic resources to visitors | 33%        |
| 3. Education about local culture/history                | 41%        |
| 4. Special events/heritage celebrations                 | 22%        |
1. Preservation of historic buildings and landmarks
  2. Promotion of cultural/historic resources to visitors
  3. Education about local culture/history
  4. Special events/heritage celebrations

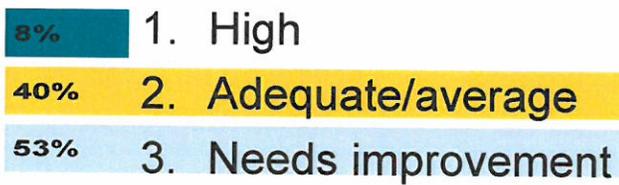
## Rate the sense of community in Parachute

- 
- | Rating               | Percentage |
|----------------------|------------|
| 1. High              | 5%         |
| 2. Adequate/average  | 23%        |
| 3. Needs improvement | 73%        |
1. High
  2. Adequate/average
  3. Needs improvement

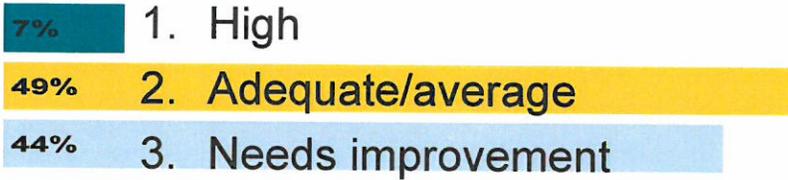
## Rate the level of civic engagement and volunteerism in Parachute



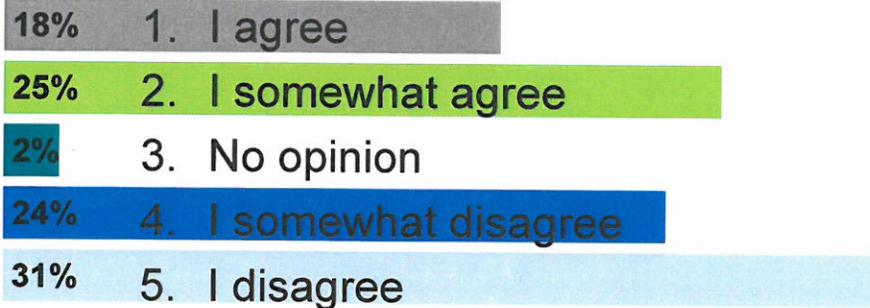
## Rate the sense of community in Battlement Mesa



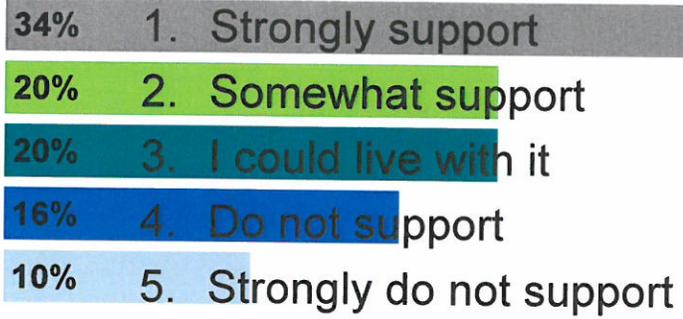
## Rate the level of engagement and volunteerism in Battlement Mesa



## Agree with this statement? "Battlement Mesa and Parachute Function as One Place from a Social/Cultural Perspective"



Would you support *exploring* the possibility and cost/benefits of combining Parachute and Battlement Mesa into one community?





# Town of Parachute

A Safe Place to Land  
Cary Parmenter, Police Chief

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

## January, 2015

With the announcement from WPX and other energy companies in the area that they are either scaling back or suspending production, has made us evaluate where the Town was financially and what could be done to cut costs if the need arose. The decision was made to temporarily suspend the hiring process for the open officer position, and wait to see what happens with the sales tax.

January marks the two year anniversary for Officer Sidener. Andrew has come a long way since his first few weeks. He has put together the High Schools Mock DUI program, which was a big success. Two Bike rodeos, and big hit with the kids and has been a good addition to the police department

In January the police department took reports of multiple vehicles being broke into all over town, and on the same night person(s) stole a vehicle from the Comfort Inn and Suits which was later recovered in the swamp behind St. John's Cir. We have some leads from Crime Stoppers.

The next weekend unknown person(s) burglarized multiple residences on the North side of Town, we have no leads. And several batteries were taken from the Napa. We have identified the persons responsible for the battery theft and are attempting to track them down for questioning.

We have been speaking with some residents who are interested in getting the Neighborhood Watch Program back up and running, we plan on meeting in March.

El Tapatio Restaurant, Antler Liquors and V-J's Outlaw Ribs are all up for their liquor license renewal. As of the date this letter was authored I have not inspected the establishments, I will before the Board Meeting for comments. There have not been any violations or complaints on any of them.

*Cary Parmenter*  
Police Chief

# PARACHUTE POLICE DEPARTMENT

## POLICE ACTIVITY BLOTTER FOR JANUARY 2015

DATE	SUMMARY
01/01/15	<b>DUID</b> Weston Willden, 24, of Battlement Mesa was arrested and transported to the Garfield County Jail for Open Marijuana Container in Motor Vehicle, Improper Signal, Driving Vehicle Under the Influence of Alcohol or Drugs.
01/01/15	<b>DUI</b> Carlos Gamez, 36, of Rifle, CO was charged with DUI, Driving Under Restraint, Failing to Dim Headlights Lights and Operation on Approach of Emergency Vehicles. He was transported to the Garfield County Jail.
01/02/15	<b>Domestic Disturbance</b> Officers responded to a domestic dispute on 4 <sup>th</sup> Street. No arrests were made.
01/03/15	<b>Disorderly Conduct</b> Officers responded to a disorderly conduct/harassment call at 201 Columbine Ct. It appeared that a male customer was making sexual gestures and improper statements to the clerk. The police were unable to locate the suspect based on the clerk's description.
01/03/15	<b>Warrant</b> Cesar Hernandez, 31, of Fruita was arrested for a warrant and transported to the Garfield County Jail.
01/17/15	<b>Warrant</b> Cody Farr, 24, of Parachute was arrested for a warrant and transported to the Garfield Jail.
01/17/15	<b>Robbery</b> Anthony Pike, 43, of Parachute was arrested and charged with Aggravated Robbery and Resisting Arrest. Pike allegedly threatened the victim with a baseball bat for money.
01/19/15	<b>Sexual Assault</b> Officers are investigating a report of a sexual assault.
01/21/15	<b>Domestic Dispute</b> An arrest warrant was issued for Cody Schilling, 20, of Parachute for Harassment involving strikes, shoves, kicks and Domestic Violence. Schilling was later contacted and arrested.

# PARACHUTE POLICE DEPARTMENT

**01/24/15 Criminal Mischief**

Grub and Scrub reported approximately \$400 worth of damage to their door at the car wash. Officers were unable to locate the vehicle causing the damage.

**01/26/15 Domestic Dispute**

A 17 year old male juvenile was arrested and charged with Domestic Violence, Third Degree Assault and Harassment involving strikes, shoves, kicks. He was released to the Department of Youth Corrections.

**01/26/15 Vehicle Theft and Trespass**

Officers responded to a report of a stolen vehicle from 288 N. Railroad Ave. The vehicle was located a short time later. There were also at over 20 vehicle broken into and property stolen. Officers are investigating and Crime Stoppers is involved.

**01/26/15 Theft**

Napa reported 25 vehicle batteries stolen from their property. Officers are investigating, review video and involving Crime Stoppers.

**01/27/15 Disturbance**

Cory Swann, 18, of Parachute was issued a summons for Second Degree Trespass, Possession of Drug Paraphernalia, Disorderly Conduct, and Harassment. A 17 year old male juvenile was issued a summons for Disorderly Conduct, Harassment and Second Degree Trespass.

**01/30/15 Burglary**

Officers investigated a report of an open door E Second. It appeared the door had been forced open. Officers were unable to reach the owner for a loss report.

**27 Traffic Citations/Arrests were made in January 2015**



# Town of Parachute

A Safe Place to Land

Mark King, Public Works Director

Integrity ▪ Respect ▪ Teamwork ▪ Pride ▪ Innovation ▪ Diversity

222 Grand Valley Way ▪ Parachute, CO 81635 ▪ (970) 285-7630

Date: February 13<sup>th</sup> 2015  
To: Board of Trustees  
From: Mark King, Public Works Director  
Subject: January monthly report

---

Water meter installation and accuracy has been our main focus for the month of January. We have been verifying meter numbers and meter heads. The majority of the meters have been installed in the Tells Meadows area and I would like to thank all the employees working together to make this project a success.

I will continue working closely with Mark Austin in conjunction with the Farnsworth group for the infrastructure master plan. We anticipate completion by July 2015.

We are happy to announce the Cardinal Way street lighting project was completed the end of January. We have received many calls of thanks for making the area safer for the children and the public.

Battlement Mesa has reached out to Parachute regarding the lack of easements for the springs and water line that feed the Town's water supply. We are currently working with Jim Kelley to locate the water lines and to assist the surveyor to establish easement documents.

Bud Walker and the inmates have begun work on the Town shop rehabilitation and will look like a new building when completed. By keeping the work in house we anticipate a savings to the Town of several thousand dollars.



# Town of Parachute

*A Safe Place to Land*

Derek Wingfield, Community Development

*Integrity • Respect • Teamwork • Pride • Innovation • Diversity*

---

222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

Date: February 19, 2015

To: Board of Trustees

From: Derek Wingfield, Community Development

Subject: Community Development Monthly Report- January 2015

We are nearing completion on the public nuisance case. A walk through was completed and the courts have assessed the necessary checks and requirements. As of June 1<sup>st</sup> the property must be in compliance. Three properties in town are not responding. I am drafting summons to try and gain voluntary compliance before beginning court proceedings. Planning for the annual clean-up day has begun, which played part in the current cases ruling.

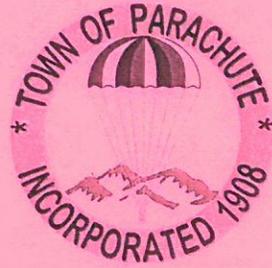
Several permits were issued as well as several inspections performed by Safe Built. While everything is moving slow we do have several building projects going.

The website is moving forward. With good luck payment integration will be live by March 1<sup>st</sup>. This has required work between three entities to coordinate.

Direction for the Building Department is needed and I would recommend the Town enter into the agreement proposed with Safe Built. I have met with Charlie Davis, who would be our inspector/official. He is very easy to work with and already helped consult on several projects including the Christian Church re-roof project.

Our community development and economic growth initiative needs direction. I have based my efforts and budget on how Oktoberfest's budget and financials panned out. I currently have several national acts in negotiation to have a concert to kick off Oktoberfest. This will be a large amount of the approved budget for community development. I would like direction to proceed with booking.

Rocky Mountain C Stores has also joined in participating with upcoming events and logistics. They have granted the Town permission to level and prep the vacant residential lots near Cottonwood Park. This will allow us overflow parking options as well as cleaning the area scenery.



---

## AGENDA ITEM

### **PUBLIC HEARING LIQUOR LICENSE RENEWAL FOR HOTEL RESTAURANT LICENSE**

Applicant: El Tapatio LLC  
D.B.A. El Tapatio  
Location: 393 E. 2<sup>nd</sup> Street Unit #4 Parachute, CO  
81635  
Mailing Address: P.O. Box 604, Parachute, CO 81635

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

EL TAPATIO  
 PO BOX 604  
 PARACHUTE CO 81635-0604

Make check payable to: **Colorado Department of Revenue**.  
 The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>EL TAPATIO LLC</b>		DBA <b>EL TAPATIO</b>		
Liquor License # <b>41108450002</b>	License Type <b>Hotel &amp; Restaurant (city)</b>	Sales Tax License # <b>41108450002</b>	Expiration Date <b>3/25/2015</b>	Due Date <b>2/8/2015</b>
Street Address <b>393 E 2ND ST UNIT #4 PARACHUTE CO 81635</b>				Phone Number <b>(970) 434 1703</b>
Mailing Address <b>PO BOX 604 PARACHUTE CO 81635-0604</b>				
Operating Manager <b>CLAUDIA A ESPINOZA</b>	Date of Birth <b>06-01-72</b>	Home Address <b>3658 RIDGE DR</b>		Phone Number <b>970-434-1703</b>

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 2017
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>CLAUDIA A ESPINOZA</b>	Title <b>MANAGER</b>
Signature <i>Claudia A. Espinoza</i>	Date <b>01-05-15</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest



---

## AGENDA ITEM

---

### **PUBLIC HEARING LIQUOR LICENSE RENEWAL FOR LIQUOR STORE**

Applicant: Antler Liquor Inc.  
D.B.A. Antler Liquor Inc.  
Location: 393 E. 2<sup>nd</sup> Street Unit #2, Parachute, CO  
81635  
Mailing Address: P.O. Box 944, Parachute, CO 81635

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

ANTLER LIQUOR INC  
 P O BOX 944  
 PARACHUTE CO 81635

Fees Due	
Renewal Fee	\$227.50
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

Make check payable to: **Colorado Department of Revenue**. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>ANTLER LIQUORS INC</b>		DBA <b>ANTLER LIQUOR INC</b>		
Liquor License # <b>35100570000</b>	License Type <b>Liquor Store (city)</b>	Sales Tax License # <b>35100570000</b>	Expiration Date <b>3/29/2015</b>	Due Date <b>2/12/2015</b>
Street Address <b>393 E 2ND ST UNIT 2 PARACHUTE CO 81635</b>				Phone Number <b>(970) 285 2227</b>
Mailing Address <b>P O BOX 944 PARACHUTE CO 81635</b>				
Operating Manager <b>Randy W Davis</b>	Date of Birth <b>09-28-63</b>	Home Address <b>5 Black Sulphur pl. Parachute CO 81635</b>	Phone Number <b>970-319-2660</b>	
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                  Is the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <u>01-01-2016</u></p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  <b>NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:</b> If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>6. <b>SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:</b> Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and <b>attach a copy of their driver's license, state-issued ID or valid passport.</b></p>				

**AFFIRMATION & CONSENT**

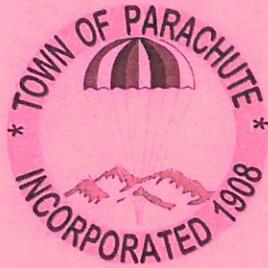
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <b>Randy W Davis</b>	Title <b>owner</b>
Signature <b>Randy W Davis</b>	Date <b>01-05-2015</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest



---

## AGENDA ITEM

---

### PUBLIC HEARING LIQUOR LICENSE RENEWAL FOR HOTEL RESTAURANT LICENSE

Applicant: Vance Johnson's Outlaw Ribs Inc.  
D.B.A.: VJ'S Outlaw Ribs  
Location: 315 E. 1<sup>st</sup> Street, Parachute, CO 81635  
Mailing Address: P.O. Box 606, Parachute, CO 81635

---

---

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

VJ'S OUTLAW RIBBS  
 PO BOX 606  
 PARACHUTE CO 81635-0606

Fees Due	
Renewal Fee	\$500.00
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
<b>Amount Due/Paid</b>	

Make check payable to: **Colorado Department of Revenue**.  
 The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

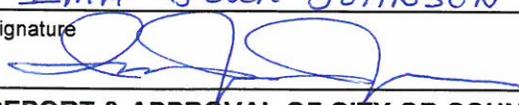
**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

**RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE**

Licensee Name <b>VANCE JOHNSON'S OUTLAW RIBBS INC</b>		DBA <b>VJ'S OUTLAW RIBBS</b>		
Liquor License # <b>42449450000</b>	License Type <b>Hotel &amp; Restaurant (city)</b>	Sales Tax License # <b>42449450000</b>	Expiration Date <b>4/1/2015</b>	Due Date <b>2/15/2015</b>
Street Address <b>315 E 1ST STREET PARACHUTE CO 81635</b>				Phone Number <b>(970) 285 1917</b>
Mailing Address <b>PO BOX 606 PARACHUTE CO 81635-0606</b>				
Operating Manager <b>Ima J Johnson</b>	Date of Birth <b>01-23-45</b>	Home Address <b>108 Queen City Cir - P.O.B. 622 Parachute Co</b>		Phone Number <b>970-285 7091</b>
<p>1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                  Is the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____</p> <p>2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO  <b>NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:</b> If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.</p> <p>3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>6. <b>SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:</b> Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and attach a copy of their driver's license, state-issued ID or valid passport.</p>				

**AFFIRMATION & CONSENT**

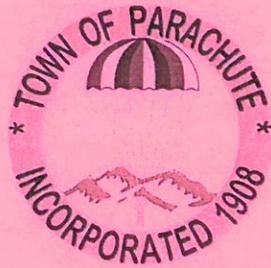
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business <b>Ima Jean Johnson</b>	Title <b>MANaging Member</b>
Signature 	Date <b>1-15-14</b>

**REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY**

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

Local Licensing Authority For	Date
Signature	Title
	Attest



---

## AGENDA ITEM

---

### **PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES FOR A LAND USE APPLICATION**

APPLICANT/ OWNER: Town of Parachute  
222 Grand Valley Way  
Parachute, CO 81635

PROJECT NAME: Revision to the Town of Parachute's  
Municipal Code: Title 15 (Town of  
Parachute Land Use Regulations),  
Schedule of Uses, Article III, Sections  
15.03.215 and 15.03.216

STAFF: STUART McARTHUR, TOWN MANAGER



# Town of Parachute

A Safe Place to Land  
Davis Farrar, Town Planner

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

## STAFF REPORT

**DATE:** FEBRUARY 19, 2015  
**TO:** TOWN OF PARACHUTE BOARD OF TRUSTEES  
**FROM:** DAVIS FARRAR, TOWN PLANNER  
**SUBJECT:** ZONING USE AMENDMENTS

During the fall of 2014, as Stuart McArthur, Town Manager, and I worked with the Town of Parachute zoning regulations, we noticed numerous shortcomings. This first came to our attention when we were looking at support facilities for natural gas extraction operations. More recently, staff had an inquiry about a storage building on a 35-acre parcel for equipment (trucks, loaders and similar items) needed for energy operations. The regulations require screening of equipment, but use of the building apparently was not contemplated for screening purposes. With a strict reading of the regulations, a 3-sided storage building was not identified as an allowable use.

It is recognized that the Town is going through a revision of the Comprehensive Plan and that it is likely at the end of this year-long process there will be recommendations about revisions to the land-use regulations. However, and in the meantime, reasonable changes to the zoning use tables need to be considered.

In an effort to make the Town of Parachute zoning tables more comprehensive, we took the Town of Bennett's zoning regulations and compared them to Parachute's. The Bennett tables are divided into major categories such as "Agriculture", "Residential" and other categories. The Parachute use tables are not broken out in this manner. Parachute zoning appears to be somewhat alphabetical, but not completely. This is probably a result of modifications over the years. The result is a zoning table that is somewhat difficult to use and it is hard to find uses without scanning the entire list. In other areas, uses are not listed in zone districts where they would make sense.

Included in your Board of Trustees meeting packet is a revised Table of Uses for the Town of Parachute zoning regulations. These are presented for your review and discussion at the February 19, 2015, meeting. We ask that you take some time prior to the meeting and go through the list of uses as well as the various zone districts to see if the list presented makes sense, is formatted to be user-friendly and meets the needs of the town. Hopefully and with everyone doing a little homework, we will not have to go through each use and each zone district at the meeting. Staff recommends that we work through this material as efficiently as possible and focus on those items that Commissioners identify as inappropriate or otherwise should be discussed for change. Also, if you think of uses that are not included, please bring those items up as well.

If you have any questions in advance of the meeting, please contact me by email at [wsconsulting@sopriars.net](mailto:wsconsulting@sopriars.net), by

telephone at 970-618-4708 or contact Stuart and he can forward your questions or comments to me.

**CC:** STUART MCARTHUR

Land Use	RA	LDR	MDR	HDR	OTC	NC	HT	SC	LI	GI	P
<b>AGRICULTURAL USE</b>											
Agricultural uses including crops, grazing, ranching	P										
Agricultural-related business	S										
Equestrian stable with or without training facility	S										
Greenhouse and /or nursery without retail sales	P							P	S	S	
Greenhouse and/or nursery with retail sales	S							P	S	S	
Landscape business including equipment sales/rental, landscape & hardscape materials	S							S	P	P	
Poultry hatcheries, fish hatcheries, commercial ranching and dairy farms or animals raised or kept for profit or production	P								S	S	
Riding academies and stables	P							S	S	S	S
Rodeo grounds	S										S
Soil amendments packaging and processing such as peat moss, top soil and composted manure; but excluding raw manure or chemical fertilizers	S								P	P	
<b>ANIMAL SERVICES</b>											
Animal boarding and training	P								S	S	S
Animal hospital, large; without outside kennels	S							S	P	S	
Animal hospital, small; without outside kennels	P							P	P	P	
Outside Kennels in association with animal hospital or veterinary use	S							S	S	S	
Veterinary offices or clinics; without outside kennels	P							P	P	P	
<b>COMMERCIAL / RETAIL USES</b>											
Bakeries – Retail					P	P	P	P	P		
Bakeries - Commercial					S		S	S	P	P	
Business services, courier services, catering and others	P	S	S	S	P	P	P	P	P	P	
Car washes							S	P	P	S	
Commercial parking lots or garages						S	S	S	P	P	
Convenience retail stores					P	P	P	P	P	S	
Convenience retail stores with more than four fueling stations							S	S	P	S	
Convenience retail stores with or without motor vehicle fuel sales (maximum four fuel pumps)							P	P	P	S	

Land Use	RA	LDR	MDR	HDR	OTC	NC	HT	SC	LI	GI	P
Convenience retail stores without motor vehicle fuel sales					P	S	P	P	P		
Drive-in banks							P	P	P		
Farmers' and flea markets	P				S	S	S	S	P		
Financial institutions					P	S	P	P			
Grocery stores							P	P	P		
Hotels and motels							P	P			
Indoor recreation facilities	S				S		P	P	P	P	P
Laundromats and dry cleaning facilities					P	P	P	P	P		
Laundry - commercial									P	P	
Manufactured and modular home sales								S	P	P	
Mixed-use commercial uses and multiple commercial uses in the same building					P	S	P	P	P	P	S
Other food retail (delicatessen, retail bakery, specialty food market)					P	P	P	P	P	S	
Outdoor retail display and sales					P	S	P	P	P	P	
Outfitter/guide business	S				S		S	S	P	S	
Pawnshops					P		P	P	P		
Personal service establishments					P	P	P	P	P	S	
Pet shop - Retail					P	P	P	P	S		
Printing and bookbinding - commercial					S	S	P	P	P	S	
Rental services					S		S	S	P	P	
Repair, furniture and major household appliance					S	S	P	P	P	P	
Repair, Small equipment, Appliances					P	S	P	P	P	P	
Restaurant, other					P	S	P	P	P	S	
Restaurants - fast food type with drive through pick-up facilities							P	P	P	S	
Retail establishments					P	S	P	P	S	S	
Sexually oriented business									S	S	
Wholesale retail sales in conjunction with wholesaling								S	P	P	
Wholesaling Business								S	P	P	
<b>CLUBS AND LODGES</b>											
Clubs and lodges, fraternal organizations					P	S	P	P	S		
<b>COMMUNITY SERVICES</b>											
Assembly hall or exhibition facilities					S	S	P	P	S		P
Cultural facilities	S				P	S	P	P			P
Events center	S				S		P	P	P		P
<b>INDUSTRIAL USES</b>											
Auction house or yard							S	S	P	P	
Building materials and services							S	S	P	P	

Land Use	RA	LDR	MDR	HDR	OTC	NC	HT	SC	LI	GI	P
Commercial trash business without trash storage or trash transfer operations									P	P	
Concrete products production									P	P	
Contractor yards - heavy equipment									P	P	
Contractors shops (carpentry, machine, electrical, plumbing)							S	S	P	P	
Custom crafts	S	S	S	S	P	P	P	P	P	S	
Dry cleaning - large scale non-retail								S	P	P	
Food and beverage processing								S	P	P	
Frozen food lockers								P	P	P	
General machine shops							S	P	P	P	
Light trade and technical uses					S	S	P	P	P	P	
Manufacturing, fabrication and assembly operations or industrial uses subject to limitations of subsection 15.03.209								S	P	P	
Meat processing plant									P	P	
Mixed industrial uses and multiple uses in the same building or on the same lot									S	S	
Natural Gas or Oil Extraction Support Facilities	S					S	S	S	P	P	S
Natural gas production and warehousing						S	S	S	P	P	S
Oil/petroleum product production, warehousing and storage						S	S	S	P	P	S
Open sales yards								S	P	P	
Paint and body shops								S	P	P	
Primary manufacturing, assembly, finishing or fabrication								S	P	P	
Publishing facility					S	S	P	P	P	P	
Recycling facilities, large									S	P	
Refining or initial processing of basic raw materials									S	P	
Refuse collection facilities									S	P	
Retail firewood storage and sales								S	P	P	
Salvage operations									S	S	
Sand and gravel, stone, and mineral extraction and processing									S	S	
Sand and gravel, stone, mineral - extraction and processing - excluding asphalt production	S								S	S	
Secondary manufacturing, assembly, finishing or fabrication								S	P	P	
Warehousing and distribution									P	P	

Land Use	RA	LDR	MDR	HDR	OTC	NC	HT	SC	LI	GI	P
Waste-related uses, trash transfer station									P	P	
Wholesale establishments								S	P	P	
<b>LABORATORY, RESEARCH AND DEVELOPMENT</b>											
General research and development					S	S	S	P	P	P	
Laboratory: medical, dental, optical, scientific					P	S	P	P	P	S	
<b>MEDICAL FACILITIES</b>											
Medical, dental or other health-related offices					P	S	P	P	S		
Hospital					S		P	P	P		P
<b>MOTOR VEHICLE-RELATED SALES AND SERVICE OPERATIONS</b>											
Automobile rentals							P	P	P	P	
Automobile washing facility						S	P	P	P	P	
Equipment sales and service with associated storage							S	S	P	P	
Limited equipment rental						S	P	P	P	P	
Major vehicle/equipment repair							S	S	P	P	
Motor vehicle dealer/sales, new and/or used							P	P	P	P	
Recreational vehicle sales and service							S	P	P	P	
Service stations						S	P	P	P	P	
Truck stops							S	S	P	P	
Truck washes							S	S	P	P	
Vehicle repair							S	S	P	P	
Vehicle fueling facilities with minor repair							S	S	P	P	
Vehicle or automobile wrecking or salvage yard									S	P	
Vehicle storage									P	P	
Vehicle towing services and associated storage									P	P	
Vehicle/equipment sales and rentals					S		S	S	P	P	
<b>OTHER USES</b>											
Ambulance service					S	S	P	P	P	P	S
Cemetery	S	S	S	S							S
Day care center, adult or child	S	S	S	S	S	S	S	P			
Funeral homes and mortuaries					P		P	P	P		
Government facilities with or without associated operations	S	S	S	S	P	P	P	P	P	P	P
Heliports/helistops	S							S	S	S	S
Home occupations	P	P	S	S		P					
Overnight campground and travel trailer parking	S						S	S	S		S

Land Use	RA	LDR	MDR	HDR	OTC	NC	HT	SC	LI	GI	P
Public assembly - indoor	S				P	S	P	P	P		P
State licensed day care facilities	P	P	S	S	S	P	P	P			
Uses Not Itemized / Similar Usage	S	S	S	S	S	S	S	S	S	S	S
Zoos, arboretum, botanical gardens	S	S				S	P	P	P		S
<b>OFFICE, CLERICAL AND SERVICES NOT RELATED TO GOODS OR MERCHANDISE</b>											
Administrative and executive; business and professional; and general offices					P	P	P	P	P	P	
Financial services no drive-in facilities					P	P	P	P	P		
Financial services with drive-in facilities						S	P	P	P		
Instructional services, studies	S				P	P	P	P	P	P	
Offices - business or professional					P	P	P	P	P	P	
<b>RESIDENTIAL</b>											
Accessory Dwelling Unit (ADU)	S	S									P
Assisted living facility					S	S	S	P			
Bed and Breakfast accommodations	S	S	S	S	P	P	P	P			
Dwelling unit accessory to a permitted business use	S				S	P	P	P	P	S	
Dwelling unit accessory to permitted uses and located in the same building or on the same lot as the principal use	S				S	S	S	S	S	S	
Employee housing provided employees are in the employ of property owner	S				S	P	P	P	P	P	S
Group homes for the developmentally disabled or for persons sixty years of age or older		S	S	S		S	S	S			
Mobile home parks			S	S							
Mobile homes			S	S							
Multiple-family dwelling and townhouses		S	P	P	S	S	S	S			
Nursing home			S	S	S	S					
One-family dwelling (Single-family dwelling)	P	P	P	P	S	S		S	S	S	
Rooming, lodging or boarding houses			S	P	S	S	S	S			
Two-family dwelling		S	P	P	S	S		S			
<b>RESTAURANT FOOD SERVICE</b>											
Bar, tavern, nightclub					P	P	P	P	S		
Eating and/or drinking establishments excluding fast food restaurants					P	S	P	P	P		
Fast food w/o drive thru					P	P	P	P	P		
Fast food with drive-thru					S	S	P	P	P		
<b>RECREATION OR AMUSEMENT FACILITIES, PRIVATE OR PUBLIC</b>											
Events / Indoor Recreation Center	S				S	S	S	S	S		
Golf course	S										S

Land Use	RA	LDR	MDR	HDR	OTC	NC	HT	SC	LI	GI	P
Outdoor playing fields	S	S									P
Outdoor Recreation	S	S									P
Parks	P	P	P	P	P	P	P	P			P
Public Recreation facilities with supporting accessory uses such as sports shops, snack shops, restaurants and equipment rental	S	S	S	S	S	S	P	P			S
<b>RELIGIOUS INSTITUTIONS</b>											
Religious assembly and worship	P	P	P	P	P	P	P	P	P	P	P
<b>SCHOOLS</b>											
Educational facilities	S	S	S	S	S	S	S	S	S		P
Elementary and secondary education school	S	S	S	S	S	S	S	S			P
Postsecondary colleges, universities and technical schools	S	S	S	S	S	S	S	S	S	S	P
Private business, trade and vocational school	S	S	S	S	S	S	S	S	S	S	S
Schools - private	S	S	S	S	S	S	S	S	S	S	
Schools of special instruction	S	S	S	S	S	S	S	S	S	S	
<b>STORAGE</b>											
Indoor storage	P					S	P	P	P	P	P
Outside storage - Unscreened	S					S	S	S	P	P	S
Outside storage - Screened	P					S	P	P	P	P	S
Personal storage units (Mini-storage)						S		S	P	P	
<b>TEMPORARY USES</b>											
Circuses, carnivals, other special events	S				S	S	S	S	S		S
Contractor's office/temporary construction uses	S	S	S	S	S	S	S	S	S	S	S
Temporary Construction Facilities with or without outdoor storage	S	S	S	S	S	S	S	S	S	S	S
Temporary real estate sales office	S	S	S	S	S	S	S	S	S	S	
<b>TELECOMMUNICATIONS FACILITIES AND SATELLITE DISH ANTENNAS</b>											
Cellular communications facilities	S							S	S	S	S
Freestanding tower	S							S	S	S	S
Radio and television transmission towers	S								S	S	S
Telecommunication facilities other	S	S							S	S	S
<b>TRANSPORTATION FACILITIES</b>											
Passenger terminal					S		S	S	P	S	S
Private automobile parking lots or parking garages as a principal use					S		S	S	P	P	
Public automobile park'n ride lots	S						S	S	P	S	S
<b>UTILITIES</b>											

Land Use	RA	LDR	MDR	HDR	OTC	NC	HT	SC	LI	GI	P
Above Ground electric transmission lines 110 kV or more	S	S	S	S	S	S	S	S	S	S	S
Electric substations	S								S	S	S
Public utilities, major	S								P	P	P
Public utilities, minor	P	P	P	P	P	P	P	P	P	P	P
Public utility facilities - above ground	S	S	S	S	S	S	S	S	S	S	S
Public utility facilities - underground	P	P	P	P	P	P	P	P	P	P	P

P: Permitted Use

S: Use by Special Review

“ “: Uses not designated as “P” or “S” are not allowed in the respective zoning category.

**TOWN OF PARACHUTE  
RESOLUTION NO. 2015-02**

---

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, PLANNING AND ZONING COMMISSION RECOMMENDING APPROVAL OF AN AMENDMENT TO SECTION 15.03.215 OF THE PARACHUTE MUNICIPAL CODE, SCHEDULE OF USES PERMITTED IN ZONE DISTRICTS.**

**WHEREAS**, the Board Of Trustees of the Town of Parachute has proposed amendments to Section 15.03.215 of the Parachute Municipal Code concerning the schedule of uses permitted in Zone Districts; and

**WHEREAS**, pursuant to Section 15.01.110 of the Parachute Municipal Code amendments to the Town’s Land Use Regulations may be proposed by the Board of Trustees of the Town of Parachute and such amendments shall be known as text amendments and shall be reviewed by the Planning and zoning Commission and the Board of Trustees as prescribed in Article 15.05 of the Town’s Land Use Regulations; and

**WHEREAS**, the application for the text amendment as described herein was submitted to and determined to be complete by the Parachute Town Manager, in accordance with Section 15.05.203 of the Parachute Municipal Code; and

**WHEREAS**, the Town of Parachute Planning and Zoning Commission reviewed the text amendment application at a public meeting in accordance with Section 15.05.205 of the Parachute Municipal Code pursuant to the criteria set forth in Section 15.05.206 of the Parachute Municipal Code.

NOW, THEREFORE, THE PLANNING AND ZONING COMMISSION RECOMMENDS TO THE BOARD OF TRUSTEES AS FOLLOWS:

Section 1. That Section 15.03.215 of the Parachute Municipal Code be retitled “Schedule of Uses in Zone Districts.”

Section 2. That Section 15.03.216 of the Parachute Municipal Code, Schedule of Uses – OTC, NC, HT, SC, LI, GI and P Zone Districts be repealed.

Section 3. That the Schedule of Uses contained in Section 15.03.215 of the Parachute Municipal Code be amended to read as described in Exhibit “A” attached hereto and incorporated herein by this reference.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Town of Parachute Planning and Zoning Commission held on February 12, 2015.



**TOWN OF PARACHUTE PLANNING AND ZONING COMMISSION**

By: *Kevin Stanton*  
Chairperson

ATTEST:

*Sharon E. Chumeta*

Town Clerk



---

## AGENDA ITEM

---

### BOARD CONSIDERATION OF ORDINANCE NO. 679

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING SECTION 15.03.215 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE SCHEDULE OF USES PERMITTED IN ZONE DISTRICTS.

STAFF: STUART S. McARTHUR, TOWN MANAGER

**TOWN OF PARACHUTE  
ORDINANCE NO. 679**

---

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING  
SECTION 15.03.215 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE  
SCHEDULE OF USES PERMITTED IN ZONE DISTRICTS.**

**WHEREAS**, the Board of Trustees of the Town of Parachute has proposed amendments to Section 15.03.215 of the Parachute Municipal Code concerning the schedule of uses permitted in Zone Districts; and

**WHEREAS**, pursuant to Section 15.01.110 of the Parachute Municipal Code amendments to the Town's Land Use Regulations may be proposed by the Board of Trustees of the Town of Parachute and such amendments shall be known as text amendments and shall be reviewed by the Planning and Zoning Commission and the Board of Trustees as prescribed in Article 15.05 of the Town's Land Use Regulations; and

**WHEREAS**, the application for the text amendment as described herein was submitted to the Town Clerk and determined to be complete by the Parachute Town Manager in accordance with Section 15.05.203 of the Parachute Municipal Code; and

**WHEREAS**, the Town of Parachute Planning and Zoning Commission reviewed the text amendment application at a public meeting held on February 12, 2015, in accordance with Section 15.05.205 of the Parachute Municipal Code pursuant to the criteria set forth in Section 15.05.206 of the Parachute Municipal Code; and

**WHEREAS**, the Planning and Zoning Commission passed resolution number 2015-02 recommending the change to the land use code to the Board of Trustees; and

**WHEREAS**, Public notice of a hearing before the Board of Trustees was given in accordance with the requirements of Section 15.01.106 of the Parachute Municipal Code; and

**WHEREAS**, the Board of Trustees considered the proposed text amendment as described herein at a public hearing held on February 19, 2015, in accordance with the requirements of Section 15.05.208 of the parachute Municipal Code; and

**WHEREAS**, the Board of Trustees has reviewed the Planning & Zoning Commission recommendation and finds and determines that proposed amendments are desirable based on

the criteria set forth in Section 15.01.110 of the Parachute Municipal Code and Article 15.05 of the Town's Land Use Regulations.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO:**

Section 1. That Section 15.03.215 of the Parachute Municipal Code be retitled "Schedule of Uses in Zone Districts."

Section 2. That Section 15.03.216 of the Parachute Municipal Code, Schedule of Uses – OTC, NC, HT, SC, LI, GI and P Zone Districts be repealed.

Section 3. That the Schedule of Uses contained in Section 15.03.215 of the Parachute Municipal Code be amended to read as described in Exhibit "A" attached hereto and incorporated herein by this reference.

**INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY** by a vote of \_\_\_\_\_ to \_\_\_\_\_ of the Board of Trustees of the Town of Parachute, Colorado at its regular meeting held on the 19<sup>th</sup> day of February 2015.

**BOARD OF TRUSTEES OF THE TOWN OF  
PARACHUTE, COLORADO**

By: \_\_\_\_\_  
Roy McClung, Mayor

**ATTEST:**

\_\_\_\_\_  
S. Denise Chiaretta, Town Clerk

**PUBLIC NOTICE**

Public notice is hereby given that an Ordinance entitled:

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING SECTION 15.03.215 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE SCHEDULE OF USES PERMITTED IN ZONE DISTRICTS.**

was introduced before the Board of Trustees on February 19, 2015; and that the Ordinance was approved at a regular meeting of the Board of Trustees held on February 19, 2015, and approved by the Mayor on February 19, 2015.

Copies of the adopted ordinance are available for inspection at the Town Hall, Parachute, Colorado.

Dated this 19<sup>th</sup> day of February, 2015.

**TOWN OF PARACHUTE**

---

S.Denise Chiaretta, Town Clerk

# ATTACHMENT "A"

---

## Schedule of Uses



---

## AGENDA ITEM

---

**BOARD CONSIDERATION OF ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH GARFIELD COUNTY EMERGENCY COMMUNICATION AUTHORITY AND APPROVING THE MAYORS SIGNATURE.**

STAFF: STUART S. McARTHUR, TOWN MANAGER

**INTERGOVERNMENTAL  
AGREEMENT  
OF  
GARFIELD COUNTY  
EMERGENCY  
COMMUNICATIONS  
AUTHORITY**

## **INTERGOVERNMENTAL AGREEMENT ESTABLISHING GARFIELD COUNTY COMMUNICATIONS AUTHORITY**

THE PARTIES to this Agreement are THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO, (a legal and political subdivision of the State of Colorado); THE TOWN OF CARBONDALE, (a duly organized corporation within the State of Colorado), THE CARBONDALE RURAL FIRE PROTECTION DISTRICT, (a duly organized special district and governmental entity within the State of Colorado); THE CITY OF GLENWOOD SPRINGS, (a duly organized municipal corporation within the State of Colorado); GLENWOOD SPRINGS RURAL FIRE PROTECTION DISTRICT, (a duly organized special district and governmental entity within the State of Colorado); THE TOWN OF SILT, COLORADO, (a duly organized municipal corporation within the State of Colorado); THE TOWN OF NEW CASTLE, (a duly organized municipal corporation within the State of Colorado); THE COLORADO RIVER FIRE PROTECTION DISTRICT, (a duly organized special district within the State of Colorado); THE CITY OF RIFLE, (a duly organized municipal corporation within the State of Colorado); THE TOWN OF PARACHUTE, (a duly organized municipal corporation within the State of Colorado); and THE GRAND VALLEY FIRE PROTECTION DISTRICT, (a duly organized special district within the State of Colorado).

WHEREAS, pursuant to the provisions of Section 29-1-201, C.R.S., as amended, the parties have the power and authority to enter into this Agreement for the purpose of providing a unified County emergency communications system; and

WHEREAS, this Intergovernmental Agreement is intended to promote the coordination of full-time and event-specific emergency service communications, and dispatching by and for the parties; and

WHEREAS, this Intergovernmental Agreement is further intended to lead to the creation of a centralized countywide emergency communications operation; and

WHEREAS, significant cost and organizational efficiencies can be realized if such facilities or site acquired is constructed, leased, operated and maintained jointly by the parties through a separate, durable intergovernmental agreement, and entity.

NOW, THEREFORE, in consideration of the mutual covenants and commitments set forth herein, the parties agree as follows:

### **Article I - Purpose**

As permitted by Section 29-1-203, C.R.S., as amended, the parties hereby establish a separate legal entity to be known as the "Garfield County Emergency Communications Authority," (hereinafter referred to as the "Authority"), which shall be, responsible for establishing and

administering the operation of a countywide emergency communications and dispatch program as set forth herein. All parties to this agreement are aware that the Authority as so established is a separate legal entity, which entity can enter into independent contracts, sue and be sued, and bears its own liability. This Authority has been established to implement that portion of the sales tax enacted in 1996 concerning the provision of County-wide emergency communications and dispatch services. (See Section 2.a. of Garfield County Resolution 96-54.)

## **Article II - Effect**

The Agreement shall take effect and the Authority shall be formed upon the execution of this agreement by the Board of County Commissioners of Garfield County, the City of Glenwood Springs, and the City of Rifle. Additional members shall be considered joined to the Authority upon the date of their execution of this Agreement.

## **Article III - Additional Members**

Additional members may be added to the Authority, if an entity is qualified to enter into an Intergovernmental Agreement pursuant to the provisions of Section 29-1-201, C.R.S., as amended, and such entity application for membership is accepted by the majority of the Authority members as such exists on the date of the requesting entity's application. The parties to this Agreement shall not be subject to these restrictions.

## **Article IV - Duties and Powers of the Authority**

A. The authority of any party shall not be imputed to any other party or the Authority, and no debt, liability or obligation of the Authority shall be imputed to any party.

B. In order to achieve its purpose, the authority is hereby authorized, in its own name, to perform all acts necessary for the exercise of its powers including the following:

1. To make and enter into contracts, including agreements to receive and provide services, including administrative and financial services necessary for the operation of the authority, including auditing, financial and payroll services, legal services, and other incidental services normally associated with the operation of a governmental entity.

2. To provide dispatch services and emergency communication services of all kinds, including the handling and processing of arrest warrant information for arrest warrants issued by the courts in the State of Colorado and other states of the United States, for the benefit of and on behalf of all of the parties to this Agreement, including the provision of 911 and E-911 services directly or by contract.

3. To provide emergency communications and dispatch services as defined in paragraph 2 above for private organizations to the extent that such contract requires the payment of adequate consideration for the provision of those services.

4. To employ agents and employees necessary to carry out the purposes of this Agreement.
5. To acquire, construct, maintain, manage, lease, hold or dispose of any real property necessary for the purposes of this Agreement.
6. To acquire, construct, maintain, manage, lease, hold or dispose of any personal property necessary for the purposes of this Agreement.
7. To condemn property for public use to the extent needed for the acquisition of utility easements, access easements, repeater, and transmission facilities, to the extent all such facilities or similar facilities are located at sites remote from a central dispatch center and not otherwise held or owned by another public entity.
8. To incur debts, liabilities and obligations necessary for the operation of the Authority, to sue and be sued in its own name.
9. To have and use a corporate seal.
10. To fix, maintain, revise, fees, rates and charges for functions or services or facilities provided by the entity for those not members of the Authority, as well as fees to members for special services not contemplated in the day-to-day operation of the Authority, pursuant to a fee schedule adopted by the Board of Directors.
11. To adopt by resolution, regulations respecting the exercise of the authorities, powers and carrying on of its purposes.
12. To apply for and accept grants, advances and contributions.
13. To adopt annually a budget setting forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserves expenditures, and submit that budget for final approval to the Board of County Commissioners of Garfield County as required by Section 30-11-107, C.R.S., as amended.
14. To authorize expenditures pursuant to the approved budget and appropriations.

## **Article V - Board of Directors**

The governing body of the Authority shall be known as the Board of Directors, in which all legislative power of the Authority shall be vested. The Board of Directors shall be comprised of the following:

- A. Each member shall be entitled to one representative on the Board of Directors.
  1. For those members that are municipal entities, their designees shall be their Chief of Police or Chief Law Enforcement Officer.

2. For those members that are Special Districts, their representative shall be appointed by the Board of that Special District and shall be either a Board member or member of the staff.
- B. The Board of County Commissioners of Garfield County shall be entitled to one member of the Board of Commissioners as elected by that Board.
  - C. The Garfield County Sheriff.
  - D. Two elected officials selected by lot annually' from member agencies for a one (1) year term.
  - E. One (1) citizen representative who is not otherwise associated with any of the member agencies to be appointed by a majority of the other members of the Board of Directors.

## **Article VI - Actions, Powers and Duties of the Board of Directors**

- A. The Board of Directors shall have general supervision over all financial, budgetary and administrative affairs of the Authority except as specifically provided in this Intergovernmental Agreement.
- B. The Board of Directors shall adopt Bylaws within sixty (60) days of the first meeting of the Board of Directors in order to conduct its business in proper manner. The Bylaws shall control to the extent they do not conflict with this IGA.
- C. The Board of Directors shall meet at least once annually to approve the budget for the Authority, as set forth herein.
- D. The Board of Directors shall have authority to act on all matters by a majority of the quorum, except as set forth herein, at a regularly scheduled Board of Directors meeting. The quorum of the Board shall consist of a majority of the member's representatives. The Board of Directors shall meet at times and places established by the Bylaws or by resolution of the Board of Directors. In the following areas, the Board of Directors shall act with approval of a majority of the membership:
  1. Approval of the annual budget;
  2. Contract approval for agreements with member entities, when such agreement provide for general emergency dispatch and communication services to be provided by that member entity. (This area of contract approval may not be delegated.)
- E. The meetings of the Board of Directors shall be subject to the provisions of the Colorado Open Meetings Law, and the Colorado Open Records Act. All meeting minutes and notices shall be maintained as required pursuant to those provisions.

F. The officers of the Authority shall consist of the Chairman, the Vice-Chairman, the Secretary and the Treasurer. The Chairman shall be responsible for conducting all meetings pursuant to Robert's Rules of Order unless other meeting procedures are adopted by the Board of Directors as a part of their Bylaws. The Vice-Chairman shall be responsible for conducting all meetings in the absence or disqualification of the Chairman. The Secretary shall be responsible for preparing, reviewing and verifying all minutes of the meetings of the Board of Directors and shall attest all documents executed by the Chairman on behalf of the Authority. The Treasurer shall be responsible for all financial affairs of the Authority, including but not limited to, budget preparation, long range financial planning, banking activities and accounting reports. Funds of the Authority shall be expended in conformity with the Bylaws of the Authority.

G. Action of the Board of Directors shall be by motion or resolution.

H. By motion or resolution the Board may implement all powers of the Authority.

### **Article VII - Colorado Crime Information Center Control Committee**

The Colorado Crime Information Center Control Committee, also referred to as "CCIC Committee" shall consist of three (3) Chief Law Enforcement Executives active in Garfield County, as appointed by the Board of Directors. The duties of the CCIC Committee shall be as set forth herein. The CCIC Committee, at its first meeting, shall elect a Chair, Vice-Chair and Secretary. In conducting its business, the CCIC Committee shall meet at least one time per month.

Unless the CCIC computer terminals are controlled by separate entities through contract, the CCIC Committee shall be specifically responsible for overseeing and supervising the operation of the CBI Criminal Records Computer Terminal. In regard to operation and maintenance of that facility, the CCIC Committee shall have the sole and exclusive authority superseding the authority of the Board of Directors in that regard. All employees and staff of the Authority responsible for any operational aspects of that computer terminal shall be supervised by the CCIC Coordinator.

### **Article VIII - Executive Board**

A. Purpose

There shall exist an executive Board for the Authority whose purpose shall be to serve as primary supervisors and administrators of the Authority on a day-to-day basis. The Executive Board shall consist of the Garfield County Sheriff, one (1) member of the Board of County Commissioners of Garfield County, as elected by that Board, one (1) private citizen not otherwise associated with the Authority to be appointed by the Authority Board of Directors, two (2) law enforcement representatives to be appointed by the Authority Board of Directors and two (2) Fire/EMS representatives to be appointed by the Authority Board of Directors. All members of the Executive Board must also be members of the Board of Directors. The Garfield County Sheriff may appoint the Garfield County Undersheriff to attend Executive Board meetings in the

absence of the Sheriff, the Garfield County Commissioner representative may appoint one other County Commissioner to attend in his/her absence, a law enforcement representative may appoint another member from that jurisdiction's police department in his/her absence, and a Fire/EMS representative may appoint another member from that jurisdiction's fire department/district in his/her absence. Such designated representatives shall have full power to participate and vote at such meetings to the same extent as the absent representative.

B. Terms

The terms of all members of the Executive Board shall be established in the Bylaws of the Authority. At a minimum, the terms of some members shall be staggered and none shall exceed three years in length. In addition, the status of Executive Board officers and procedural roles for the Executive Board shall be established by the Authority Bylaws.

C. Meetings of Executive Board

The Executive Board shall establish a regular meeting schedule which schedule shall be published during January of every calendar year. The Executive Board shall conduct as many regularly scheduled meetings, special meetings, or emergency meetings as that Board deems necessary to properly conduct its business. All Executive Board members shall attend all meetings of the Executive Board. Any Executive Board member, except the Garfield County Sheriff and the Garfield County Commissioner representative, who fails to attend five (5) regularly scheduled meetings in any twelve (12) month period may be removed by the Executive Board. Any member so removed shall be replaced for the unexpired term of the member removed by a representative from the same discipline occupied by the removed Board member.

D. Powers, Actions and Duties of Executive Board

In order to achieve the purpose set forth above, the Executive Board shall have the following powers, duties and responsibilities:

1. To recommend contracts for execution by the Board of Directors.
2. To have all personnel responsibility for the staff of the Authority, including the initial hiring, termination and disciplinary responsibility for that staff. In this capacity, the Executive Board shall have the authority to hire, discipline and terminate individuals pursuant to a properly adopted personnel policy and to conduct such review of termination and disciplinary actions as it shall establish by the personnel policy to be adopted by the Executive Board.
3. Additionally, the Executive Board shall have supervisory responsibility over the day-to-day decision making process of the staff and employees of the Authority, which supervision powers shall be subject to review by the Authority Board of Directors only when acting in its capacity as that Board. Staff supervision shall not be subject to review by individual members of the Board of Directors.

4. The ability to enter into contracts and agreements as established by the Board of Directors through resolution.

5. All other powers, duties and responsibilities delegated to the Executive Board by the Board of Directors, except those responsibilities set forth at Article IV.B.5 which shall be non-delegable to the Executive Board.

### **Article IX - Budget**

The Board of Directors shall provide in the Bylaws for an Authority budget cycle which coincides with the budget cycle for Garfield County and complies with the Local Government Budget Law of Colorado. That budget shall set forth all administrative, operational, capital (capital replacement and capital reserves) and fund reserve expenditures for the following fiscal year. Such budget shall anticipate that the primary source of revenue will be from the Garfield County Sales Tax as adopted by the electorate in November of 1996. (See Section 2.a. of Garfield County Resolution 96-54.) The budget shall be subject to annual review, approval and appropriation by the Board of County Commissioners. Once appropriated, all expenditures will not exceed the budget or amended budget approved by the Board of County Commissioners. Additionally, the Board of Directors may anticipate revenue from grants, donations, non-member user charges, fees collected from an approved schedule, fees for special services to members, and interest on funds received by the Authority. All revenue sources shall be specifically identified in the budget process.

### **Article X - Financial Services**

The Authority shall maintain its own bank accounts and funds separate from those of the members. All monies shall be kept in accordance with statutory requirements for public funds specified in Section 24-75-601, and Section 11-10.5-101, C.R.S., as amended. All investments of funds appropriated to the Authority shall comply with statutory limitations. No member agency shall be permitted to provide the services set forth in this section.

### **Article XI - Personnel**

The Authority is authorized to employ necessary staff and personnel to perform its purpose of providing a county-wide emergency communications and dispatch operation. The Authority shall maintain adequate insurance to cover employment-related lawsuits brought by or on behalf of any employee retained by the Authority. Additionally, the Authority is authorized to contract with members and parties to this Agreement for the provision of necessary staff and personnel to perform its functions. Through such contractual arrangement with members and parties to this Agreement, the Authority shall not undertake an employee/employer relationship with the employees of the party performing the contracted services.

To the extent the Authority retains its own staff; the Authority shall adopt a personnel policy specifying the conditions of that employment. For the position of Executive Director and other

specific positions denominated by the Board of Directors, the Authority may enter into a contractual arrangement, which contracts must establish an at-will employment status, but contain specific severance provisions to the extent permitted by law, and by the budget of the Authority.

## **Article XII - Records**

The parties to this Agreement and all other members shall, have access at all times to the records of the Authority. Nevertheless, the records of police dispatching activities shall be deemed criminal justice investigatory files, and the records of the agency or agencies involved, not the records of the Authority. Records of medical dispatching activities shall be deemed medical records and shall be further deemed to be the records of the agency or agencies involved and the not the records of the Authority. All requests for release of the foregoing records shall be directed to the affected agencies. All other records shall be deemed public records and their release governed by law.

## **Article XIII - Audits**

Pursuant to Colorado law, the Authority shall cause an annual independent audit to be made of its books and records. This audit shall be provided to the governing body of each party to this Agreement.

## **Article XIV - Legal Services**

The Authority through the Board of Directors, may contract for legal services within limitations of its budget. Legal advice provided by the attorneys for members, and the parties to this Agreement, shall not constitute legal advice to the Authority, but shall be deemed legal advice to that party.

## **Article XV - Insurance**

The Authority shall maintain the following insurance coverages as established by the Board of Directors in the Bylaws or otherwise.

- A. Workers Compensation Insurance as required by law to cover all employees, Board members, officials and volunteers of the Authority.
- B. General liability insurance, including without limitation, insurance covering employment-related claims. Where deductibles or retentions are involved, the budget of the Authority shall include an appropriate reserve to cover such expenses.
- C. Automobile liability insurance in at least the statutory minimum. Where deductibles or retentions are involved, the budget of the Authority shall include an appropriate reserve to cover such expenses.

D. Errors and omissions insurance covering each director and member of the Executive Committee.

E. Property insurance in amounts to cover accidental damage, loss or destruction of Authority property.

### **Article XVI - Services to Non-Members or Non-Parties**

The Authority may contract to provide services to governments or organizations. All such contracts shall require consideration paid to the Authority in an amount at least equivalent to the services provided, unless a lesser amount of consideration has been approved by a majority of the membership of the Authority. Services may be terminated for failure to provide prompt payment.

### **Article XVII - Withdrawal, Termination and Dissolution**

A. Parties and members may withdraw from this Agreement upon written notice to the Authority, giving six (6) months notice prior to the commencement of the fiscal year in which membership in the Authority will cease. A party which has given notice of withdrawal retains all rights and obligations of a party until the effective date of the withdrawal.

B. Except as otherwise provided in this IGA, upon the effective date of withdrawal or termination of participation in this intergovernmental agreement and in the Authority, the party or member forfeits any and all right, title and interest that it might otherwise have in the property or assets of the Authority.

C. Termination of the membership of any party or member may be accomplished by a 2/3 vote of the members of the Authority. Such termination may be accomplished solely through a finding that a member has violated the terms of this Agreement.

D. The Authority may be dissolved through termination of this Agreement by the written mutual consent of three-quarters (3/4) of all members in good standing, which 3/4 majority must include the City of Glenwood Springs, the City of Rifle, and the Board of County Commissioners of Garfield County. The agreement providing for dissolution of the Authority shall also provide that all assets titled to or held in the ownership of the Authority shall become the property and under the ownership of the Board of County Commissioners.

E. Upon withdrawal, termination or dissolution, members shall retain ownership of all property and assets separately titled to those owners.

### **Article XVIII - E-911**

The Authority may contract with municipalities, special districts or other authorities to undertake the provision of 911 or E-911 services. Any agreement to provide that service must also provide for full reimbursement for undertaking E-911 operations. E-911 service provided on behalf of a

separate entity shall be undertaken pursuant to written contracts approved by a majority of the members.

### **Article XIX - Contracts with Members**

The Authority may not enter into contracts with members for the provision of administrative services required to be performed by the Authority pursuant to this Agreement. However, the Authority may enter into contracts with members for the purchase or lease of equipment, sites, or real property. Additionally, the City of Rifle and Garfield County may enter into contracts with the Authority for the provision of initial general emergency dispatch and communication services. Such contracts may continue until the Authority is able to provide general emergency county-wide communications and dispatch services through its own staff and equipment.

### **Article XX - Radio Frequencies**

Each member shall offer for the common use of the Authority all radio frequencies licensed to the member which are appropriate for fire or law enforcement use. Each member agrees to abide by the decisions of the Authority concerning use of such frequencies. Every member agrees to renew such licenses unless relieved of that obligation by the Authority. The Authority shall bear all costs and undertake all duties regarding transfer of ownership of such licenses, if required by Federal regulation. The Executive Director and Authority shall coordinate renewal and management of all licenses to ensure their viability.

### **Article XXI - Amendments**

Except as set forth in this paragraph, this IGA may be amended by the approval of not less than two-thirds (2/3) of the entire membership of the members and parties in good standing, including approval of the City of Glenwood Springs, the City of Rifle, and the Board of County Commissioners of Garfield County. For all amendments concerning budget, appropriation, membership on the Board of Directors or membership in the IGA, unanimous approval shall be required.

### **Article XXII - Miscellaneous Provisions**

A. The waiver by the Authority or any party of any breach of any term, covenant, or condition of this intergovernmental agreement by any other party or the Authority shall not be deemed a waiver of such term, covenant, or condition for any subsequent breach of the same or of any other term, covenant, or condition of this intergovernmental agreement.

B. Any party shall have the right to enjoin any substantial breach or threatened breach of this intergovernmental agreement by any other party, and shall have the right of specific performance of this intergovernmental agreement.

- C. This intergovernmental agreement is solely for the benefit of the parties hereto, and no third party shall be entitled to claim or enforce any rights hereunder except as expressly provided herein.
- D. This intergovernmental agreement contains the entire agreement between the parties and shall not be amended or modified in any manner except in accordance with the amendment procedure set forth herein.
- E. All notices to parties shall be deemed to have been given when mailed to the governing body of a party. Additionally, all notice to the Authority shall be deemed to have been given when mailed to the Board of Directors of the Authority.
- F. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application; and, to this end, the provisions of the Agreement are deemed to be severable.
- G. No assignment of any of the rights or obligations created by this Agreement in favor of any party to this Agreement may be assigned in whole or in part without the prior written approval of that party or parties, and all such assignments so approved shall be null and void. This provision shall not bar the undertaking of a contractual agreement by the Authority to obtain provision of these services required to be provided by the Authority.
- H. The section headings of this Agreement are for convenience only and are not to be used to interpret or give effect to this Agreement. Unless otherwise indicated by the text, the singular includes the plural, and the masculine includes the feminine.
- I. The provisions of this Agreement shall apply to and bind the legal representatives and successors of interest of all of the parties and all of the covenants are to be construed as conditions of this Agreement.
- J. The Authority created through the execution of this document shall hold harmless, indemnify and defend the Board of County Commissioners of Garfield County and every member to the Authority from any claim arising from or in any way related to the creation, operation or performance of the Authority, its officers, directors, employees or agents, whenever that entity or those individuals are acting in their capacity on behalf of the Authority.
- K. This Agreement may be executed in counterpart copies and shall be in full force and effect as set forth above.

IN WITNESS WHEREOF, the parties to this intergovernmental agreement have affixed their seals and signatures on the day and year set forth below their respective signatures.

[Signatures on Following Pages]

ATTEST:

BOARD OF COUNTY  
COMMISSIONERS OF GARFIELD  
COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

ATTEST:

TOWN OF CARBONDALE

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

CARBONDALE RURAL FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
Secretary  
Dated: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

CITY OF GLENWOOD SPRINGS

\_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

GLENWOOD SPRINGS RURAL FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
Secretary  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President

ATTEST:

TOWN OF SILT

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

TOWN OF NEW CASTLE

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

COLORADO RIVER FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
Secretary  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President

ATTEST:

CITY OF RIFLE

\_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

TOWN OF PARACHUTE

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

GRAND VALLEY FIRE PROTECTION  
DISTRICT

\_\_\_\_\_  
Secretary  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President

ATTEST:

BOARD OF COUNTY  
COMMISSIONERS OF GARFIELD  
COUNTY, COLORADO

\_\_\_\_\_  
Clerk of the Board  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

ATTEST:

TOWN OF CARBONDALE

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

CARBONDALE RURAL FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
Secretary  
Dated: \_\_\_\_\_

By: \_\_\_\_\_

ATTEST:

CITY OF GLENWOOD SPRINGS

\_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

GLENWOOD SPRINGS RURAL FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
Secretary  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President

ATTEST:

TOWN OF SILT

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

TOWN OF NEW CASTLE

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

COLORADO RIVER FIRE  
PROTECTION DISTRICT

\_\_\_\_\_  
Secretary  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President

ATTEST:

CITY OF RIFLE

\_\_\_\_\_  
City Clerk  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Mayor

ATTEST:

TOWN OF PARACHUTE

\_\_\_\_\_  
Town Clerk  
Dated: \_\_\_\_\_

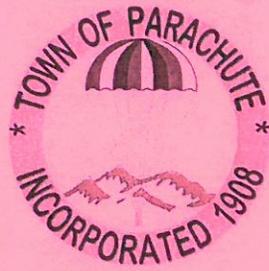
By: \_\_\_\_\_  
Mayor

ATTEST:

GRAND VALLEY FIRE PROTECTION  
DISTRICT

\_\_\_\_\_  
Secretary  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
President



---

## AGENDA ITEM

---

**BOARD CONSIDERATION OF ENTERING INTO A MEMORANDUM OF UNDERSTANDING REGARDING GARFIELD COUNTY SENIOR PROGRAMS FOR 2015 AND APPROVING THE MAYORS SIGNATURE.**

STAFF: CARY PARMENTER, POLICE CHIEF



FEB 12 2015 14:03

**COUNTY ATTORNEY'S OFFICE**

108 8<sup>th</sup> Street, Suite 219  
Glenwood Springs, CO 81601  
Tele: (970) 945-9150  
Fax: (970) 384-5005

February 9, 2015

Jay Harrington, Town Manager  
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623

Dan Blankenship, Chief Exec. Officer  
Roaring Fork Transportation Authority  
2307 Wulfsohn Road  
Glenwood Springs, CO 81601

Stuart McArthur, Town Administrator  
Town of Parachute  
Box 100  
Parachute, CO 81635

Jeff Hecksel, City Manager  
City of Glenwood Springs  
101 West 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

Pamela Woods, Town Administrator  
Town of Silt  
Box 70  
Silt, CO 81652

Matt Sturgeon, City Manager  
City of Rifle  
Box 1908  
Rifle, CO 81650

Tom Baker, Town Administrator  
Town of New Castle  
Box 90  
New Castle, CO 81647

Jim Green, Coordinator Cont. Ed.  
Colorado Mtn. College  
1402 Blake Avenue  
Glenwood Springs, CO 81601

Re: 2015 9-Party Memorandum of Understanding Regarding  
Garfield County Senior Programs

Dear Parties:

Enclosed, please find one (1) full copy and (8) copies of the signature page of the 2015 9-Party MOU regarding Garfield County Senior Programs for your review, consideration and submittal to your Town/City Council or Board for authorization for the appropriate official to execute.

After execution, please return one (1) fully executed IGA and all eight (8) signature pages to the address in the letterhead, "Attention: Mary Lynn Stevens."

LETTER TO MOU PARTIES  
PAGE 2  
February 9, 2015

Once this office receives signature pages from all entities and after signature by the Chairman of the Board, you will be sent a fully executed original for your files.

If you have any questions, please do not hesitate to contact this office.

Sincerely,

MARY LYNN STEVENS  
PARALEGAL / OFFICE MANAGER

MLS  
Attachments (IGA & 8 signature pages)

cc: Mary Baydarian, DHS Director  
Diane Watkins, DHS Admin  
Judy Martin, DHS Sr. Programs Mgr.

**9-PARTY MEMORANDUM OF UNDERSTANDING  
REGARDING GARFIELD COUNTY SENIOR PROGRAMS  
FOR 2015**

This Memorandum of Understanding is entered into between:

**The Garfield County Board of County Commissioners, (“BOCC”)  
The City of Rifle, Colorado,  
The City of Glenwood Springs, Colorado,  
The Town of Carbondale, Colorado,  
The Town of New Castle, Colorado,  
The Town of Silt, Colorado,  
The Town of Parachute, Colorado,  
Colorado Mountain College (“CMC”), and  
Roaring Fork Transportation Authority, (“RFTA”)**

(collectively, the “9-Parties”) in order to set forth the terms and conditions of their cooperative provision, administration and funding of a county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2015 (the “MOU”). This MOU is effective as of January 1, 2015, regardless of the dates on which it is signed.

BACKGROUND

- A. Each of the 9-Parties is authorized to make the most efficient and effective use of their governmental powers, responsibilities and monies by cooperating and contracting with other governments. Colo. Const. art. XIV §§ 18(2)(a) and (2)(b); Colorado Revised Statutes § 29-1-201.
- B. In 2009, the 9-Parties entered into an Intergovernmental Agreement to set forth the terms and conditions of their cooperative provision, administration and funding of meal and transportation services to senior citizens of Garfield County (“the 9-Party IGA”). This 9-Party IGA is recorded in records of the Garfield County Clerk and Recorder at Reception No. 776142.
- C. In accordance with the 9-Party IGA, in 2009 and each consecutive year thereafter, the 9 parties have also entered into a Memorandum of Understanding that sets forth each party’s annual commitment to share the administrative and operational costs of the Senior Programs meal and transportation services and determines the methodology by which those costs will be allocated among them (the “MOU”).

- D. Each of the 9-Parties desires to continue to provide meal and transportation services to eligible Garfield County senior citizens in 2015 in accordance with the 9-Party IGA.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements set forth below, the 9-Parties agree as follows:

### AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated as if set forth in full.
2. Purpose of this Agreement. The purpose of this IGA is to define the terms and conditions by which the 9-Parties will collectively provide, administer and fund county-wide meal and transportation services for the Garfield County Senior Programs for calendar year 2015.
3. Term of Agreement. This Agreement shall have an Effective Date of January 1, 2015 regardless of the dates signed and shall terminate on December 31, 2015.
4. Senior Services to be Provided. The BOCC, through its Department of Human Services Senior Programs, will organize and administer the congregate meal and transportation services described in this MOU for eligible senior citizens of Garfield County on behalf of Rifle, Glenwood Springs, Carbondale, New Castle, Silt and Parachute (collectively, the "Municipalities"). In exchange, the Municipalities will reimburse the BOCC for their proportionate shares of the cost of such services as calculated in accordance with the Cost Methodologies defined in this Agreement.
5. Congregate Meal Services. The BOCC, CMC and Municipalities agree that Senior Program meals will be provided at seven (7) locations throughout Garfield County on the days and times set forth in **Attachment A** and further agree that the costs to provide such services will be allocated among them as follows:
  - a. Cost Methodology – Nutrition: The BOCC agrees to pay forty percent (40%) of total budgeted cost to provide Congregate Meal Services in 2015. The Municipalities each agree to pay a proportionate share of the remaining balance, less all anticipated grant and program funding income, based upon the percentage of total meals served between July 2012 and June 2013 to the residents of each Municipality. The BOCC agrees to be responsible for all meals served to residents of unaffiliated Garfield County and Battlement Mesa as well as any shortfall in grant and program funding income.
  - b. Application of Cost Methodology to the 2015 Budget: As illustrated in **Attachment B**, which is incorporated here for all purposes, the total budgeted cost to provide Congregate Meal Services in 2015 is **\$364,487.00**. The BOCC's 40% share of that amount equals **\$145,794.80**. Anticipated grant and program funding

income for 2015 is **\$176,000.00**. The remaining balance of **\$42,692.20** shall be distributed among the Municipalities based upon the portion of the **19644** meals served to Municipality residents between July 2013 and June 2014, which results in the following amounts due:

<b>Municipality</b>	<b>Number of Meals</b>	<b>Percent of Total</b>	<b>Amount Due</b>
Carbondale	1336	6.8%	\$2,903.52
Glenwood Springs	5162	26.28%	\$11,218.55
New Castle	926	4.71%	\$2,012.47
Silt	1871	9.52%	\$4,066.23
Parachute	69	.35%	\$149.96
Rifle	10280	52.33%	\$22,341.47
<b>TOTAL</b>	<b>19644</b>	<b>100%</b>	<b>\$42,692.20</b>

- c. Payment. The Municipalities agree to pay their respective amounts due upon receipt of an invoice from the BOCC.

6. Transportation Services. The BOCC, RFTA and Municipalities agree that Senior Program transportation services will be provided to Garfield County residents sixty-five (65) years old and older who have difficulty utilizing public transportation (“Seniors”) and citizens under the age of sixty-five (65) with a functional disability affecting the ability to use public transportation on the schedule set forth in **Attachment C**. These services will be provided by RFTA’s Traveler bus system and will be wheel chair accessible, door-to-door, demand-responsive, driver assisted transportation and will also include the delivery of meals to the meal site locations. The cost to provide these transportation services will be shared by the BOCC, RFTA, and the Municipalities in accordance with the following Cost Methodology:

- a. Cost Methodology - Transportation: The BOCC agrees to be responsible for fifty-percent (50%) of the total budgeted cost to provide Senior Transportation Services in 2015. The remaining fifty-percent is paid for by grant and program funding income and allocated payments from the Municipalities based upon the number of rides provided to residents of each Municipality. RFTA agrees to be responsible for the cost of the transportation services provided to the three Municipalities that are current RFTA members: the Town of Carbondale, the Town of Glenwood Springs, and the Town of New Castle. The remaining non-RFTA member Municipalities, the Town of Rifle, the Town of Silt and the Town of Parachute, agree to pay their proportionate share of transportation costs based upon the number of rides provided to the residents of each. The BOCC agrees to be responsible for all rides provided to residents of unaffiliated Garfield County as well as any shortfall in anticipated grant and program funding income.

- b. Application of Cost Methodology to 2015 Budget. As illustrated in **Attachment D**, the total budgeted cost to provide Senior Transportation Services in 2015 is **\$699,628.00**. This cost represents the costs to the BOCC and to RFTA to provide such services in the amounts of **\$21,228.00** and **\$708,400.00**, respectively, less the amount of **\$30,000** received by RFTA from other sources who utilize the Traveler bus system pursuant to a contractual agreement that is unrelated to this MOU. The BOCC's 50% share of this amount equals **\$349,814.00**. Anticipated grant and program funding income for 2015 is **\$66,717.00**. The remaining balance of **\$283,097.00** is distributed among the Municipalities based upon the portion of total rides provided to residents of each Municipality between July 2013 and June 2014, which results in the following amounts due:

<b>Municipality</b>	<b>Number of Rides</b>	<b>Percent of Total</b>	<b>Amount Due</b>
Carbondale	462	3.08%	\$8,725.79
Glenwood Springs	7737	51.62%	\$146,128.59
New Castle	477	3.18%	\$9,009.09
Silt	591	3.94%	\$11,162.21
Parachute	262	1.75%	\$4,948.39
Rifle	5460	36.43%	\$103,122.93
<b>TOTAL</b>	<b>14,989</b>	<b>100%</b>	<b>\$283,097.00</b>

- c. Payment. The BOCC and RFTA have entered into a separate intergovernmental agreement pursuant to which the BOCC agrees to pay RFTA the total amount of **\$514,536.53** in twelve (12) equal monthly payments for Senior Transportation Services (the "Traveler IGA"). This amount represents RFTA's estimated cost to provide such services in 2015 less amounts received by RFTA from other sources and less the cost to provide such services to the RFTA Member Municipalities identified with an asterisk above. The non-RFTA member Municipalities agree to pay the respective amounts set forth above upon receipt of an invoice from the BOCC.

7. Appropriation. This IGA is expressly contingent upon appropriation and budgeting for the costs required herein. If any Municipality, including RFTA on behalf of its member jurisdiction Municipalities, fails to appropriate or have available sufficient funds to pay for the costs of the obligations set forth in this Agreement, services to residents of the failing Municipality shall end.

8. Whole Agreement. This IGA sets forth the whole agreement of the Parties. No representation, either verbal or written, shall be considered binding to the extent it is not set forth herein.

9. Amendment and Assignment. This IGA may be amended, altered, or modified solely through a written agreement executed with equal formality. This IGA may not be assigned by any Party without the written agreement of the all.

10. Facsimiles and Counterparts. This IGA and all documents required for performance may be signed in counterparts. Facsimile signatures may be substituted for originals on such documents.

11. Authority. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this document and bind the Party represented.

12. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County.

13. Notice. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

Carbondale                      Jay Harrington, Town Manager  
Town of Carbondale  
511 Colorado Ave.  
Carbondale, CO 81623  
(970) 963-2733 ext. 1207  
[jharrington@carbondalecto.net](mailto:jharrington@carbondalecto.net)

CMC                                 Jim Green, Coordinator-Continuing Education  
Colorado Mountain College  
1402 Blake Avenue  
Glenwood Springs, CO 81601  
(970)  
Email: \_\_\_\_\_

Garfield County                 Mary Baydarian, Director  
Garfield County Department of Human Services  
195 West 14<sup>th</sup> Street  
Rifle, CO 81650  
(970) 625-8282  
[mbaydarian@garfield-county.com](mailto:mbaydarian@garfield-county.com)

Glenwood Springs

Jeff Hecksel, City Manager  
City of Glenwood Springs  
101 W. 8<sup>th</sup> Street  
Glenwood Springs, CO 81601  
(970) 384-6500  
[jeff.hecksel@cogs.us](mailto:jeff.hecksel@cogs.us)

New Castle

Tom Baker, Town Administrator  
New Castle Town Hall  
450 West Main Street  
P O Box 90  
New Castle, CO 81647  
(970) 984-2311  
[tbaker@newcastlecolorado.org](mailto:tbaker@newcastlecolorado.org)

Parachute

Stuart McArthur, Interim Town Administrator  
Town of Parachute  
222 Grand Valley Way, PO Box 100  
Parachute, CO 81635  
(970) 285-7630  
[ParaTA@parachutecolorado.com](mailto:ParaTA@parachutecolorado.com)

RFTA

Dan Blankenship, Chief Executive Officer  
Roaring Fork Transportation Authority  
2307 Wulfohn Road  
Glenwood Springs, CO 81601  
(970) 384-4981  
[dblankenship@rfta.com](mailto:dblankenship@rfta.com)

Rifle

Matt Sturgeon, City Manager  
City of Rifle  
202 Railroad Ave  
P. O. Box 1980  
Rifle, CO 81650  
(970) 625-6266  
[msturgeon@rifleco.org](mailto:msturgeon@rifleco.org)

Silt

Pamela Woods, Town Administrator  
Town of Silt  
231 N. 7th Street, PO BOX 70  
Silt, CO 81652  
970-876-2353, ext. 813  
[administrator@townofsilt.org](mailto:administrator@townofsilt.org)

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed effective January 1, 2015.

**ATTEST:**

**TOWN OF CARBONDALE, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Stacey Patch Bernot, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**COLORADO MOUNTAIN COLLEGE**

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
GARFIELD COUNTY, COLORADO and  
BOARD OF SOCIAL SERVICES**

\_\_\_\_\_  
Clerk to the Board

By: \_\_\_\_\_  
John Martin, Chairman

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF GLENWOOD SPRINGS,  
COLORADO**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Leo R. McKinney, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**TOWN OF NEW CASTLE, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Frank Breslin, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**TOWN OF PARACHUTE, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Roy B. McClung, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**ROARING FORK TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Secretary to the Board of Directors

By: \_\_\_\_\_  
\_\_\_\_\_, Chair

Date: \_\_\_\_\_

**ATTEST:**

**CITY OF RIFLE, COLORADO**

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Randy Winkler, Mayor

Date: \_\_\_\_\_

**ATTEST:**

**TOWN OF SILT, COLORADO**

\_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Dave Moore, Mayor

Date: \_\_\_\_\_

# **ATTACHMENT A**

## **2015 CONGREGATE MEAL SCHEDULE**



## Department Of Human Services

**West Office:**  
195 W. 14<sup>th</sup> Street  
Rifle, CO 81650  
Phone: (970) 625-5282  
(800) 530-5392  
Fax: (970) 625-0927

**MAILING ADDRESS:**  
195 W. 14<sup>th</sup> Street  
Rifle, CO 81650

**East Office:**  
108 8<sup>th</sup> Street Suite 300  
Glenwood Springs, CO 81601  
Phone: (970) 945-9191  
(800) 530-3891  
Fax: (970) 928-0465

### Senior Nutrition Program

Congregate meals are held at 7 locations throughout Garfield County. All meals are served at noon. Reservations are very important to our program to obtain accurate food count for meal preparation. New participants are welcome. Anyone attending a meal site should make a reservation by noon at least 48 hours in advance of the meal by calling the phone numbers listed below:

**Carbondale "Roaring Fork & Spoon" at Crystal Meadows Senior Housing, 1250 Hendrick Drive, Carbondale in the Romminger Room on Wednesdays. For Reservations please call 945-9191 extension 3061.**

**Glenwood Springs "Chat n' Chew" at Colorado Mountain College, Lucy Huntley Senior Center 1402 Blake Avenue, Glenwood Springs on Tuesdays and Fridays for Reservations please call 945-9191 extension 3061.**

**Glenwood Springs "Sunnyside Senior Meal" at Sunnyside Retirement Center, 601 21<sup>st</sup> Street, Glenwood Springs on Mondays and Thursdays. For Reservations please call 945-9191 extension 3061.**

**New Castle "The Gathering" at the Castle Valley Senior Housing, 201 Castle Valley Blvd in New Castle on Mondays. For Reservations please by Friday call 945-9191 extension 3061.**

**Silt "Meet 'n Eat" at Colorado River Fire Rescue Fire Station, 611 Main Street, Silt on Wednesdays. For Reservations please call 945-9191 extension 3061.**

**Parachute at the Valley Senior Center, 500 N. Parachute, Parachute on Wednesdays. Please call on Mondays for reservations from 9:00 a.m. to Noon 285-7216**

**Rifle "Senior Delight" at the Rifle Senior Center, 50 Ute Avenue, Rifle on Tuesdays, Thursdays, and Fridays. For Reservations please call 945-9191 extension 3061.**

Menus for all locations are provide monthly and are available at the nutrition sites from Senior Programs and available at the County website. Come see what you have been missing and have lunch with friends. *For those 60 and older, the recommended voluntary contribution for each meal is \$2.50. Participants are encouraged to pay as they are able. Guest fees for those under 60 is \$6.00 per meal.*

Judy Martin, Senior Program Manager can be reached at 945-9191 extension 3061 or by e-mail at [jumartin@garfield-county.com](mailto:jumartin@garfield-county.com)

## **ATTACHMENT B**

# **2015 CONGREGATE MEAL BUDGET AND COST METHODOLOGY**

<b>Nutrition Budget</b>	Annual	
Wages	\$ 142,752.00	Staff: 75% Manager
Employee Benefits	\$ 73,470.00	100% Program Coordinator
Professional - Other	\$ 115,000.00	100% Case Services Aid
Prof Oth - County Attorney Contr	\$ 500.00	
Technical Services	\$ 15.00	
Rental of Land & Buildings	\$ 500.00	
Communications	\$ 2,000.00	
Printing and Binding	\$ 600.00	
DHS - Destruction of Records	\$ 150.00	
Travel	\$ 500.00	
Motor Pool Charges	\$ 12,000.00	
Professional Affiliations	\$ 100.00	
Training	\$ 400.00	
Office Supplies	\$ 1,000.00	
Operating Supplies	\$ 7,500.00	
Computer Supplies	\$ 500.00	
Freight, postage, Delivery	\$ 3,000.00	
Other Supplies	\$ 1,000.00	
Copy Machine Usage	\$ 1,000.00	
Food - non travel related	\$ 1,000.00	
Computer Equipment	\$ 1,500.00	
<b>Total 12 Month Budget</b>	<b>\$364,487.00</b>	

Less AAA funding	\$ 140,000.00
Less Program Income	\$ 36,000.00
<b>Grant &amp; Program Income Total</b>	<b>\$ 176,000.00</b>
40% County Share of Total Expenses	\$ 145,794.80
<b>Garfield County Share</b>	<b>\$ 145,794.80</b>
Projected Income/County Share	\$ 321,794.80
<b>Income less expenses</b>	<b>\$42,692.20</b>
<b>Municipal Budget Share for Distribution</b>	<b>\$42,692.20</b>

**NUTRITION BREAKDOWN SUMMARY FOR MUNICIPALITIES**

Jurisdiction	2013		2014		2013	
	# of Meals Served	Percent of Total	# Meals	Contributions	# Meals	Contributions
Carbondale	1336	6.80%	1346	\$ 1,259.01	1372	\$ 2,382.00
Glenwood Springs	5162	26.28%	5211	\$ 4,874.23	5004	\$ 8,687.70
New Castle	926	4.71%	797	\$ 745.49	678	\$ 1,177.11
Silt	1971	9.52%	1936	\$ 1,810.88	1889	\$ 3,279.59
Parachute	69	0.35%	100	\$ 93.54	108	\$ 187.50
Rifle	10280	52.33%	10289	\$ 9,624.05	10771	\$ 18,700.09
<b>Municipal Total</b>	<b>19644</b>	<b>100.00%</b>	<b>19679</b>	<b>\$ 18,407.20</b>	<b>19822</b>	<b>\$ 34,413.99</b>
<b>Garfield County</b>	<b>2506</b>		<b>2665</b>		<b>2860</b>	
<b>Grand Total</b>	<b>22150</b>		<b>22344</b>		<b>22682</b>	

Based on July 2013 - June 2014 Usage

Parachute # is for Parachute residents; meals only with the remainder of Battlement Mesa

residents included in Garfield County along with the Volunteer Banquet members

Based on July 2012 - June, 2013

Based on July 2011 - June, 2012

# **ATTACHMENT C**

## **2015 SENIOR TRANSPORTATION SERVICES SCHEDULE**

## Traveler Transportation Schedule - 2015

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
<b>Glenwood Springs</b>	Monday- Friday	Customer transportation and/or local shopping	8 a.m. – 5 p.m.	2-4
	Tuesday	Meal transportation	11 a.m. – 2 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, New Castle, Silt, New Castle & Rifle	8 a.m. – 5 p.m.	1
	Friday	Meal transportation	11 a.m. – 2 p.m.	1
<b>Carbondale</b>	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation and local shopping	11 a.m. – 4 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
	Thursday	Battlement Mesa to Carbondale with stops in Glenwood, Silt, New Castle and Rifle	8 a.m. – 5 p.m.	1
<b>Rifle</b>	Monday	Customer transportation	8 a.m. – 5 p.m.	2
	Tuesday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	Wednesday	Customer transportation/ Shopping	8 a.m. – 5 p.m.	3-4
	Thursday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Glenwood, Silt and New Castle	8 a.m. – 5 p.m.	2-3
	Thursday	Battlement Mesa to Carbondale with stops in	8 a.m. – 5 p.m.	1

COMMUNITY	DAY OF WEEK OR MONTH	SERVICE DESCRIPTION	NORMAL HOURS OF OPERATION	NUMBER OF VEHICLES
		Glenwood, Silt, New Castle and Rifle		
	Friday	Customer transportation/Meal transportation	8 a.m. – 5 p.m.	2-3
<b>Parachute</b>	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Tuesday	Shopping day in Rifle	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation	11 a.m. – 2 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Parachute/Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, and Glenwood Springs	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa	8 a.m. – 5 p.m.	1
<b>Silt</b>	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Wednesday	Meal transportation/shopping	11 a.m. – 4 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Parachute/Battlement Mesa to Carbondale with stops in Rifle, Silt, New Castle, Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Rifle and Parachute	8 a.m. – 5 p.m.	1
<b>New Castle</b>	Monday – Friday	On call basis for customers	8 a.m. – 5 p.m.	1
	Monday	Meal transportation/shopping	11 a.m. – 4:00 p.m.	1
	2 <sup>nd</sup> Thursday of the month	Customer transportation to/from Grand Junction, picking up customers Carbondale through Battlement Mesa	8 a.m. – 5 p.m.	1
	Thursday	Parachute/Battlement Mesa to Carbondale with stops in Glenwood Springs and Carbondale	8 a.m. – 5 p.m.	1
	Thursday	Carbondale to Battlement Mesa with stops in Silt, Rifle, and Parachute	8 a.m. – 5 p.m.	1

# ATTACHMENT D

## 2015 TRANSPORTATION BUDGET AND COST METHODOLOGY

Transportation Budget	Annual	Projected based on RFTA Actual Expenditures
Mgr salary 25%	\$ 15,126.00	
Benefits @25% Mgr	\$ 4,502.00	
Prof Oth - County Attorney Contr	\$ 500.00	
Freight, postage, Delivery	\$ 500.00	
Language Translation	\$ 100.00	
Printing and binding	\$ 500.00	
<b>Total County Expenses</b>	<b>\$ 21,228.00</b>	
RFTA	\$ 708,400.00	
MINUS GWS Paratransit	\$ 30,000.00	
<b>Total RFTA Expenses</b>	<b>\$ 678,400.00</b>	
<b>Total Expenses</b>	<b>\$ 699,628.00</b>	
Less Program Income	\$ 25,000.00	
Less CSBG	\$ 41,717.00	
<b>Total G/P Income</b>	<b>\$ 66,717.00</b>	
Less 50% County Share	\$ 349,814.00	
<b>Total County Share</b>	<b>\$ 349,814.00</b>	
<b>Total Revenue</b>	<b>\$ 416,531.00</b>	
<b>Total Expenses</b>	<b>\$ 699,628.00</b>	
<b>Income less expenses</b>	<b>\$ 283,097.00</b>	
Municipal Budget Share for Distribution	\$ 283,097.00	

TRANSPORTATION BREAKDOWN Based on July 2013 - June 2014 Usage

Jurisdiction	# of Rides Provided	Percent of Total	2015		2014		2013		2012	
			Municipal Contribution	# Rides	Contributions	# Rides	Contributions	# Rides	Contributions	
Carbondale*	462	3.08%	\$8,725.79	387	\$6,147.09	306	\$3,742.36	204	\$2,989.77	
Glenwood Springs*	7737	51.62%	\$146,128.59	8081	\$128,358.22	7599	\$92,935.25	5201	\$75,714.55	
New Castle*	477	3.18%	\$9,009.09	340	\$5,400.54	234	\$2,861.80	210	\$3,057.12	
Silk	591	3.94%	\$11,162.21	647	\$10,276.92	459	\$5,613.54	258	\$4,246.33	
Parachute	262	1.75%	\$4,948.39	431	\$6,845.98	158	\$1,932.33	85	\$1,398.98	
Rifle	5460	36.43%	\$103,122.93	7288	\$115,762.25	6442	\$78,786.22	4835	\$79,577.50	
<b>MUNICIPAL TOTAL</b>	<b>14,989</b>	<b>100.00%</b>	<b>\$283,097.00</b>	<b>17,174</b>	<b>\$272,791.00</b>	<b>15,198</b>	<b>\$185,870.50</b>	<b>10,793</b>	<b>\$166,964.25</b>	

\* RFTA Members

Rural Garfield County

Total

2,137

17,126

1,567

18,741

2,468

17,666

4,552

15,345



---

## AGENDA ITEM

---

**BOARD CONSIDERATION OF ENTERING INTO A CONTRACT WITH SAFE BUILT FOR CONSULTING SERVICES FOR PLANNING & ZONING AND APPROVE THE MAYORS SIGNATURE.**

STAFF: STUART S. McARTHUR, TOWN MANAGER

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF PARACHUTE, COLORADO  
AND SAFEbuilt COLORADO, LLC**

---

This Professional Services Agreement (“Agreement”), is entered into by and between the Town of Parachute, Colorado (the “Municipality”) and SAFEbuilt Colorado, LLC, (the “Consultant”).

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform services listed in Exhibit A – List of Services, (the “Services”);

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide “Services” to the Municipality using qualified professionals as directed by the Municipality. Consultant will perform services in accordance with the Municipalities adopted codes and ordinances. Consultant is not obligated to perform services beyond what is contemplated by this agreement. Any changes or additions to the scope of work shall be done only in writing and shall specifically state the additional fees, if any, for such changes. Consultant will perform work at a level of competency in accordance with industry standards.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due within 30 days of invoice date. The Municipality may request additional information before accepting the invoice. When additional information is requested the Municipality will identify specific item(s) that are in dispute and give specific reasons for any request for information. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

The initial term of this Agreement shall be 12 months, subsequently, the Agreement shall automatically renew for a 12 month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon sixty (60) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within 30 days of the termination. If such termination does occur, all structures that have had inspections made but are not completed at the time of termination may be completed through final inspection at the agreed fee rate if the Municipality so requests and if the

Consultant agrees to do so, provided that the work to reach such completion and finalization does not exceed 90 days.

7. TABOR

It is understood and acknowledged that the Municipality is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Municipality are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Municipality's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specification and other materials required by Consultant to perform Scope of Services.

9. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the Municipality and retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of Consultant or any officer, employee, representative, or agent of Consultant. The Municipality shall be responsible for and shall defend, save, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of the Municipality or any officer, employee, representative, or agent of the Municipality. If either party becomes aware of any incident likely to give rise to a claim under the above indemnities, it shall notify the other and both parties shall cooperate fully in investigating the incident.

11. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the services to be provided. Consultant remains responsible for any subcontractor's performance. Subcontractors will be subject to the same performance criteria expected of Consultant. Performances clauses will be included in contracts with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant

pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) disease – policy limit, and one hundred thousand dollars (\$100,000) disease – each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

13. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing inspection services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

14. THIRD PARTY RELIANCE

This agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If agreement expires or is terminated for any reason, all records, documents,

notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

The Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

16. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract and will verify immigration status to confirm employment eligibility. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant is prohibited from using the program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed. Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

Consultant certifies, through signature of its authorized representative executing this Agreement, that it does not knowingly employ or contract with an illegal alien who will perform work under the public contract for services and that the Consultant will participate in the United States Government's E-Verify Program or the State of Colorado Department of Labor and Employment Program ("Department Program") in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services.

A. Consultant shall not:

- 1) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or
- 2) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services.

B. Consultant shall affirm as required by C.R.S. § 8-17.5-102 (c) (II) the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services through participation in either the E-Verify Program or the Department Program.

- C. Consultant is prohibited from using the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- D. If Consultant obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, Consultant shall be required to:
  - 1) Notify the subcontractor and Municipality within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - 2) Terminate the subcontract with the subcontractor if within three days of receiving the certification required pursuant to sub-subparagraph (b)(2) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- E. Consultant shall comply with all rules and regulations and any reasonable request by the State Department of Labor and Employment made in the course of the Department's performance of its lawful duties pursuant to C.R.S. 8-17.5-101 et.seq., as amended from time to time.
- F. If Consultant violates any of the provisions set forth in this section, Municipality may terminate the Agreement.

19. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

20. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

<p>If to the Municipality:</p> <p>Stuart McArthur, Town Manager          Town of Parachute          PO Box 100          Parachute, CO 81635          Email: <a href="mailto:stuartMC@parachutecolorado.com">stuartMC@parachutecolorado.com</a></p>	<p>If to the Corporation:</p> <p>Matthew Royer, Vice President          SAFEbuilt, LLC          3755 Precision Drive, Suite 140          Loveland, CO 80538          Email: <a href="mailto:mroyer@safebuilt.com">mroyer@safebuilt.com</a></p>
--	--

21. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

22. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Colorado and all services to be provided will be provided in accordance with applicable federal, state and local law. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

23. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

**Town of Parachute, Colorado**

SAFEbuilt Colorado, LLC

\_\_\_\_\_  
Roy B. McClung, Mayor

\_\_\_\_\_  
Signature

Name: Roy B. McClung

Name: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

Date: 02/19/2015

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
S. Denise Chiaretta, Town Clerk

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

- ✓ Building Official Services
- ✓ Building, Mechanical, Plumbing Inspection Services
  - Inspections will be performed on Tuesdays and Thursdays
  - Electrical Inspections will be provided by the State of Colorado
- ✓ Plan Review Services

#### Building Official Services

Consultant will actively administer, monitor and enforce adopted building codes for the Municipality. This active administration includes:

- ✓ Be a resource for Municipal staff, applicants and citizens
- ✓ Manage and help with administration of building department
- ✓ Provide training for our inspectors on adopted codes and local amendments as needed
- ✓ Make recommendations regarding local amendments
- ✓ Coordinate with other Municipal Departments as needed
- ✓ Attend staff and council meetings as required and agreed upon
- ✓ Responsible for reporting – frequency and content to be mutually agreed upon
- ✓ Client and applicant satisfaction
- ✓ Attend pre-submittal meetings as needed
- ✓ Provide Building Code interpretations for final approval

#### Inspection Services

Perform inspections required to determine that construction activity complies approved plans.

- ✓ Perform consistent code compliant inspections *excluding electrical* – Electrical inspections will be performed by the State of Colorado
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors
- ✓ Identify and document any areas of non-compliance and suggest alternate means
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel
- ✓ As needed, issue stop-work notices for non-conforming activities

#### Plan Review Services

Provide plan review services to ensure that plans meet the adopted codes and local amendments.

- ✓ Be a resource to applicants on submittal requirements and be available to them throughout the process
- ✓ Be available for pre-submittal meetings
- ✓ Perform reviews electronically or in the traditional paper format
- ✓ Determination of type of construction, use, and occupancy classification and review plans to determine that they comply with applicable codes and ordinances using state approved plans examiner
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Meet or exceed agreed upon plan review turnaround times
- ✓ Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

#### Disaster and Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response. This response will consist of a rapid assessment of the structural integrity of damaged buildings using appropriate forms. The purpose of these evaluations is to determine whether damaged or potentially damaged buildings are safe for use, or if

entry should be restricted or prohibited. Consultant will post the structure with the appropriate placard and coordinate any disaster or emergency response with the appropriate local, state or federal agency. Consultant will track all hours and expenses for reimbursement from federal agencies if appropriate.

2. TIME OF PERFORMANCE

Consultant will perform Services commencing upon execution of the agreement. All Services will be performed during normal business hours (8:00 a.m. – 5:00 p.m.; excluding Municipal holidays).

<b>Deliverable</b>	<b>Detail</b>	<b>Benefit</b>
<b>INSPECTION SERVICES</b>	We will perform inspections called in by 3:00 pm on the next Tuesday or Thursday	This gives contractors confidence that their projects can remain on schedule and is reported against regularly.
<b>PRE-SUBMITTAL MEETINGS</b>	We offer pre-submittal meetings to applicants at no charge – as required	This is a great tool to get projects kicked off properly and saves time and effort further down the process.
<b>PLAN REVIEW TURNAROUND TIMES</b>	We will meet our commitment on plan review turn-around times 100% of the time. We will provide first comments on single-family projects within 5 business days, multi-family projects within 10 days, small commercial projects (under \$2M in valuation) in 10 days, and large commercial projects within 15 working days.	Meeting these deadlines will require cooperation with other departments and agencies, but is integral to keeping applicants happy and their schedules on track. We regularly report against this metric.
<b>APPLICANT SATISFACTION</b>	We will put a survey in place that allows applicants to provide feedback on their experience throughout the process.	This not only provides an outlet for citizens to voice their opinions but it also provides excellent insight into what is working well and what we can do better going forward. We will report on the results of this feedback regularly.

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE STRUCTURE

Consultant fees for this agreement will be as follows:

<b>Service Fee Schedule: Ongoing</b>	
Building Inspection Services	80% of permit fee
Plumbing Inspection Services	80% of permit fee
Mechanical Inspection Services	80% of permit fee
After Hours/Emergency	\$100.00 per hour – minimum charge of 2 hours
Plan Review Services	80% of plan review fee
Review of changes to approved plans	\$75.00 per hour
Structural Engineering Plan Review	\$140.00 per hour – with approval from both parties
Staff/Board Meeting Attendance	One free meeting per month; thereafter \$100.00 per hour-minimum of 2 hours
Pre-Submittal Meeting Attendance	No Charge – as warranted
Building Official Services	No Charge
Disaster/Emergency Response Services	No Charge
<b>Service Fee Schedule: Existing Permits</b>	
Inspections Services	\$50.00 per inspection – minimum of \$100.00 per trip
Plan Review Services	\$75.00 per hour for review of changes to previously approved plans for issued permits
Rates are all inclusive – no separate billing for mileage, vehicle expenses or material will be sent	

2. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all supporting documentation. All payments are due within 30 days of invoice date. The Municipality may request additional information before accepting the invoice. When additional information is requested the Municipality will identify specific item(s) that are in dispute and give specific reasons for any request for information. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

## ✓ SAFEbuilt TECHNOLOGY OPTIONS

SAFEbuilt uses technology to improve customer service, increase efficiency, provide consistency, and enhance the experience for users. In Parachute, we can implement software that will provide the Town with real-time access to the information they need to understand current activity and status. The system will also allow stakeholders access to the reports they need to make decisions and verify our performance. If you would like a quote regarding cost of these options please let us know.

### *Meritage Systems (Permitting Software)*

Within thirty days of our service start date, we can implement a web-based permitting software called Meritage Systems that will be customized for Parachute. It will allow for electronic workflow tracking and monitoring with separate signoff capability that can be accessed and updated by multiple departments simultaneously – external and internal.

<b>Fully Configurable</b>	Setup by Meritage support includes configuration of permit types and workflows, terminology, fee structures, and documents, creating your permitting system to automate your desired processes.
<b>Time Saving Search Engine</b>	Search with just partial information on the street, street number, owner name, and contractor name, parcel ID or permit number, making it fast and easy to find what you need.
<b>Permit Entry Auto-Fill</b>	Begin typing any field and matching choices appear from information imported during our Meritage setup process. Select the correct entry and all related information will populate the correct fields for speed and accuracy in the data entry process.
<b>Mobile Inspection</b>	Equipped with notebook PC, tablet, or smartphone, your Inspectors can get the job done in the field, reviewing permit history, entering notes and photos, resulting inspections, and even printing the permit card or Certificate of Occupancy.
<b>Dashboard</b>	Each user's dashboard is configured to their role and permission status, from Building Official and Permit Technician to Plan Reviewer and Inspector, connecting everyone to the process and highlighting each person's tasks and status.

SAFEbuilt invites you to visit the Meritage Systems website at [www.meritagesystems.com](http://www.meritagesystems.com) for detailed information and user demonstrations.

### *ePlan Solutions (Electronic Plan Review) – Optional*

To further enhance efficiencies, ePlan Solutions, Inc. (ePs) is a *communication and tracking software* that allows communication and notification to occur electronically between the applicant and the reviewing team. The reviewing software is optional. This is a web based program and does not cost the Town anything. Applicants are charged a nominal fee to upload drawing/ plans.

## The ePlan Solutions Advantage

- ✓ By reducing plan production time, plan delivery times, and allowing reviewers to have quick access to plans and simple markup tools, reviewing authorities have achieved a 20% increase in their efficiency of their plan review cycle. This allows reviews to be completed faster allowing reductions in cost to both government agencies and developers.
- ✓ The documents reviewed can be of any file type.
- ✓ By having all of the of the review comments located on a shared webpage, comments and ideas are easily shared with the design firms and comments by the agency can be reviewed prior to issuing to the design firm.
- ✓ By having information for the Plan submittal associated with the project, reports can be created as required by the each jurisdiction. Project reporting also allows for the opportunity to sync existing database application, therefore reducing the time required to input application information by government staff.

Furthermore, the web based application serves to locate design drawings on a secure server provides protection against natural disasters. In addition to the protection, plans cannot be lost or misplaced. Plans are available 24 hours a day, 7 days a week, 365 days a year. ePs provides real-time RSS notification when changes occur to the project, this allows the applicants and reviewers to work freely on other items and be notified when there is an action required by them. Maintaining the data thru the required storage period allows the government agencies to quickly search and find projects when required. Closed projects can be replaced on the server in a timely fashion reducing the manpower associated with locating sets of plans in a typical paper plan storage process.

## *Bluebeam Revu (Electronic Plan Review) – Optional*

This software is a tool used for reviewing plans electronically. Bluebeam Revu, when paired with ePlans Solution, will allow all stakeholders to access and manage a master set of digital documents, perform concurrent reviews, as well as collaborate on the same PDF together in real-time, or separately on their own time.

Main features of the Bluebeam Revu software include:

- ✓ Industry-standard markups including text, pen marks, highlights, clouds, CAD symbols, measurements and text stamps. These tools replicate pen and paper and allow reviewers to efficiently add comments to electronic plans and request revisions.
- ✓ The powerful *Tool Chest*, where each reviewer can create and save custom tool sets for specific needs.
- ✓ The automatic *Compare Documents* feature which instantly clouds the differences between drawing revisions.

- ✓ The integrated *Markups* list, which allows technicians to view and track comments during the permitting process and summarize them into a PDF report.



**MERITAGE**  
SYSTEMS

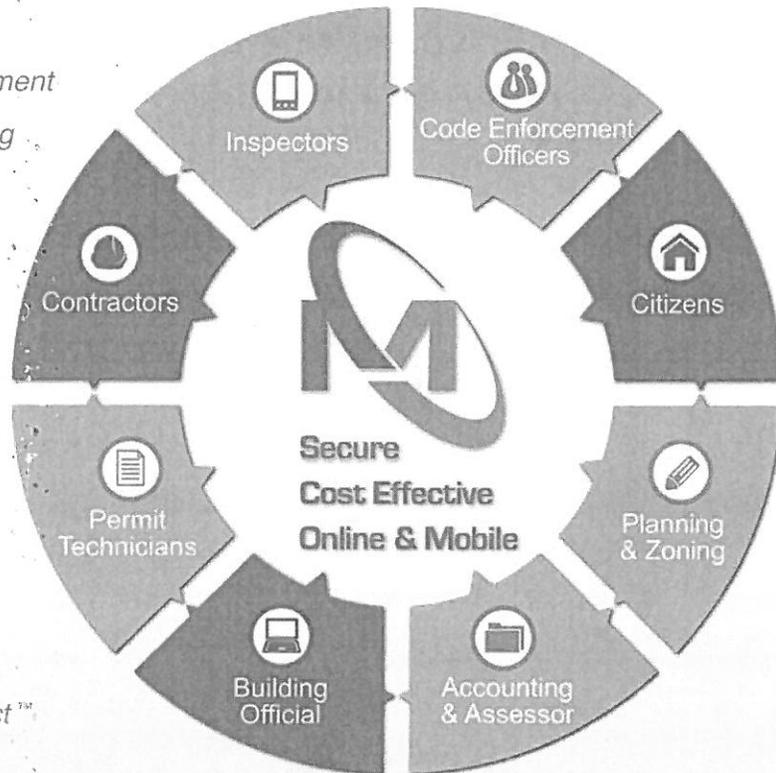
Proven online solutions  
for local government

**More than 100 communities around the country use  
Meritage Systems to manage their building departments.**

*Permit Management*  
*Contractor Licensing*  
*ContractorConnect™*

Connects you,  
your departments,  
& your community –  
anytime, anywhere

*Code Enforcement*  
*Business Licensing*  
*CitizenConnect™*



## INTEGRATED COMMUNITY DEVELOPMENT



**PERMIT MANAGEMENT**  
A comprehensive, streamlined, automated permitting and inspection system including CitizenConnect™ and ContractorConnect™.



**CODE ENFORCEMENT**  
Record violations, reference case history and records, add documents and photos, and generate violation letters at the touch of a button, from the field or the office.



**CONTRACTOR LICENSING**  
Simplify the management of trade and general contractors, to quickly determine who is licensed to perform work in your municipality.



**BUSINESS LICENSING**  
Issue, track, and report on business licenses ensuring compliance and consistency with your licensing requirements.



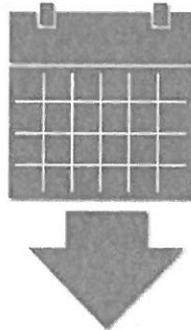
# THE MERITAGE ADVANTAGE

## WHY MERITAGE



### COST EFFECTIVE

Meritage start-up and monthly service fees are often **a fraction of what you may be paying** for software solutions. Solutions are cloud-based and fees are scaled to fit your needs, size and level of use.



### QUICK AND SIMPLE START-UP

Integrating Meritage Solutions into your operations takes **as little as two weeks**.

We help you map your work processes and fee structures. We'll configure the software to fit your needs. We take care of migrating all your data from your existing systems. And our training and support helps you maximize the benefits from day one.



### TRAINING AND SUPPORT

Meritage is committed to training and support. Our team of former building department professionals understands your everyday operations and challenges, and they're ready to assist.



### REPORTING AND INTEGRATION

Meritage Solutions can integrate with your existing financial reporting and cashiering systems. Plus, each solution can generate custom reports so that you can measure activity and progress.



### PROVEN, SECURE, AND EASY-TO-USE

With automatic back-ups and built-in redundancy, your data is secure and always accessible. Intuitive navigation makes using the software easy for those in the field and the office.



### MOBILE FRIENDLY

You can access data from anywhere with a connection to the internet.

## ABOUT MERITAGE

### PROVEN SUCCESS, STABILITY, AND ONGOING ENHANCEMENTS

Unlike many companies that have been in this market, we are continuously investing in improvements to our core building department management solution. We listen and respond to our customers with advancements in ease of use and new functionality.

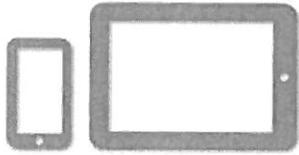
### DESIGNED BY BUILDING DEPARTMENT PERSONNEL

Our solutions were defined by people who use the software on a daily basis – permit technicians, inspectors and plans examiners. Currently in use by more than 100 municipalities, our software has proven itself to be a reliable and effective solution for local government.

### 20 YEARS OF PROVEN EXPERIENCE

Our management team, our technical team, and our carefully selected partners combine to bring a unique perspective that combines key elements of both technology and municipal services.

## PERMIT MANAGEMENT



- MOBILE INSPECTION
- CONTRACTOR CONNECT™
- CITIZEN CONNECT™

### FULLY CONFIGURABLE

Setup includes configuration of permit types and workflows, terminology, fee structures, and documents, creating your permitting system to automate your desired processes.

### TIME SAVING SEARCH ENGINE

Search with just partial information on the street, street number, owner name, contractor name, parcel ID or permit number, making it fast and easy to find what you need.

### PERMIT ENTRY AUTO-FILL

Begin typing any field and matching choices appear from information imported during setup. Select the correct entry and all related information will populate fields.

### MOBILE INSPECTION

Equipped with a notebook PC, tablet, or smartphone, Inspectors can review permit history, enter notes and photos, result inspections, and even print the permit card or Certificate of Occupancy from the field.

### MULTI-DEPARTMENT INTEGRATION

Planning & Zoning, Fire Marshall and other departments are linked into the workflow with complete visibility, alerts and tracking.

### DASHBOARD

Each user's dashboard is configured to their role and permission status, connecting everyone to the process and highlighting each person's tasks and status.

## CITIZEN CONNECT™ AND CONTRACTOR CONNECT™

- IMPROVE CUSTOMER SERVICE
- REDUCE ROUTINE CALLS
- INCREASE OFFICE PRODUCTIVITY

### PERMIT STATUS AND TRACKING

- Apply and pay for permits online
- Check the status of your permit at any time; there's no need to call in during assigned office hours
- Receive automatic notifications related to your project
- Attach documents or photos
- Request and schedule inspections
- View inspection results

### CODE VIOLATIONS

- Report code violations from your computer or mobile device
- Attach photos from your phone
- Use the GPS location feature to share the exact location of the violation
- Receive updates and notifications when issues are resolved

*"We have been happy with the services and love the online access."*

Cynthia Condon  
City Administrator  
Idaho Springs, CO

*"Your permitting software program is awesome - we were able to incorporate our internal processes and the workflow is working well."*

Peachtree city, GA

*"After a spring hail storm, we received over 700 permit applications for repairs. I don't know what we would have done without Meritage Systems."*

Joy Liberty-Anglado  
Town of Windsor, CO



## CODE ENFORCEMENT

- MOBILE CASE MANAGEMENT
- PUSH-BUTTON SIMPLICITY
- AUTOFILL ACCURACY

### CASE MANAGEMENT IN THE FIELD

Perform full case management in the field from your iPad, Android tablet or laptop, including photo upload.

### AUTOMATIC PARCEL LOOKUP

Automatically corrects and validates addresses plus retrieves parcel owner and related information for insertion into case records.

### LETTER GENERATION

Push-button letter generation that incorporates inspection notes, violations, corrective actions, photos, and optional paragraphs for automating complex letters and notices.

### NOTIFICATIONS AND WORKFLOW

Reminders and inspection sheets are delivered directly to staff email boxes so they do not miss important dates or scheduled activities.

### PROPERTY AND RESIDENT ALERTS

Scans previous case history to retrieve previous warnings to notify officers of potentially dangerous persons or locations.

### COST RECOVERY TOOLSET

Generate citations and invoices, assess fees, and track time for billing violators. Log payments for maintaining outstanding balances.

### IMAGE MANAGEMENT

Attach images along with descriptions and notations for full documentation.

### PUSH-BUTTON CASE FILES

Automatically generates necessary reports, documents, and case history required for prosecution.

### AUDIT LOG

Seamlessly record every change to a case record including when and by whom the changes were made.

## CONTRACTOR LICENSING

### ONLINE CONTRACTOR REGISTRATION

Contractors can register online to receive a license to perform work in your municipality. Issue licenses online, verify insurance requirements, and send annual renewal notices.

### REPORTING AND TRACKING

Protect your residents from under-insured or unqualified contractors.

### INTEGRATION WITH PERMIT MANAGEMENT SOLUTION

Full compatibility with the Permit Management Solution allows for easy cross-referencing of records.

## BUSINESS LICENSING

### BUSINESS LICENSE MANAGEMENT

Manage local business licenses with online services including fee assessment and payment, license issuance and renewal, and follow-up inspections.

### REPORTING AND TRACKING

Issue, track, and report on business licenses in your com-

munity, ensuring compliance and consistency with your licensing requirements.

### INTEGRATION WITH PERMIT MANAGEMENT SOLUTION

Full integration with the Meritage Permit Solution allows for easy cross-referencing of records.

## CONTACT US

### LEARN MORE OR REQUEST AN ONLINE DEMO.

Phone: (970) 682-3311

Email: [info@meritagesystems.com](mailto:info@meritagesystems.com)

[MeritageSystems.com](http://MeritageSystems.com)

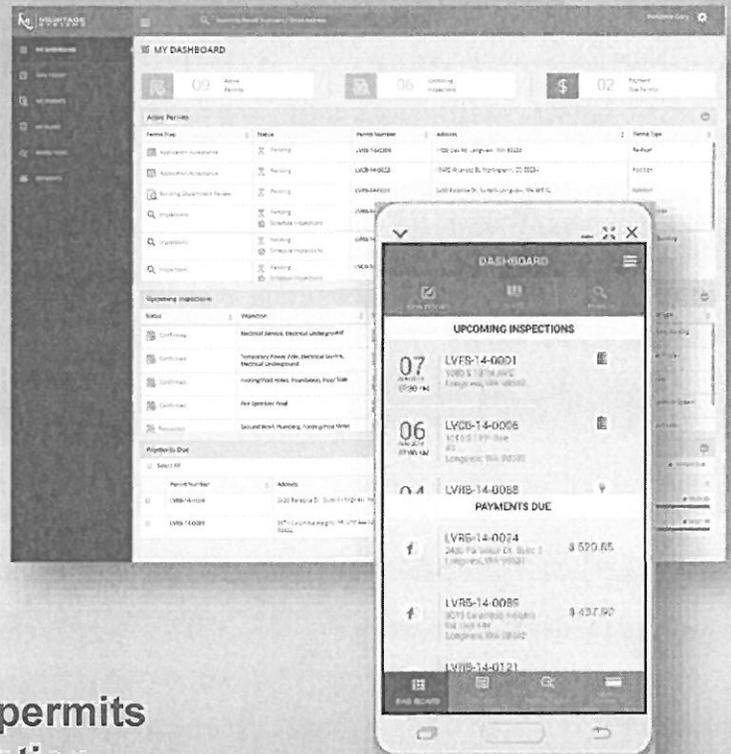


# ContractorConnect™

The most complete and easiest-to-use online & mobile permitting®

## Key Benefits

- ✓ Improve customer satisfaction
- ✓ Reduce routine calls 50-70%
- ✓ Increase office and contractor productivity
- ✓ Complete permit management in one, easy-to-use application
- ✓ Accurate, real-time information



## Key Features

- Everything needed to manage all permits from application to project completion
  - ✓ Apply and pay for permits on-line
  - ✓ Request, cancel, reschedule inspections
  - ✓ View inspection results with photos & attachments
  - ✓ Check permit status anytime, anywhere
  - ✓ Receive updates/notifications
  - ✓ Map locations of inspections & permits
- Guided application process
- Online & mobile payments
- Intuitive navigation

✓ PC and true iOS & Android apps

*"After a spring hailstorm we processed over 700 permits for repairs. I don't know what we would have done without Meritage Systems online permitting."*

Joy Liberty  
Town of Windsor, CO

✓ Simple, Complete, PC and mobile

**MY DASHBOARD**

08 Active Permits | 05 Upcoming Inspections | \$ 02 Payment Due Permits

Permit Step	Status	Permit Number	Address	Permit Type
Application Acceptance	Pending	LVCB-14-0023	10140 Elgin Road St. Northglen, CO 80224	Asphalt
Building Department	Pending	LVRB-14-0024		
		LVRB-14-0090		
		LVRB-14-0388		
		LVCB-14-0006		

✓ PermitWizard™  
Guided Application Process

**DASHBOARD**

**UPCOMING INSPECTIONS**

- 18 Nov 2014 10:00 AM 14SMA-B0015 2170 S El Molino Ave, San Marino, CA 91108
- 18 Nov 2014 10:00 AM 14SMA-B0015 2170 S El Molino Ave, San Marino, CA 91108
- 18 Nov 2014 07:00 PM 14SMA-B0014 2170 S El Molino Ave, San Marino, CA 91108
- 19 Nov 2014 09:00 AM 14SMA-B0015 2170 S El Molino Ave, San Marino, CA 91108
- 19 Nov 2014 01:00 PM 14SMA-B0015 2170 S El Molino Ave, San Marino, CA 91108

**NEW PERMIT**

**Contact Information**

**Owner Information**

First Name: Gary, Last Name: Luster

Street Address: All Lums Ave

Address Line 2 (Unit, Apt, Suite, etc.):

City: Longview, State: WA, Zip: 98022

Phone: (360) 338-1234

**Contractor Information**

Selected Contractor Type: Contractor Name (Primary): Nelson Construction

Phone: (425) 444-1000

**APPLY PERMIT**

**OWNER INFORMATION**

FIRST NAME: Bob

LAST NAME: Davis

STREET ADDRESS: 1510 Charlton

ADDRESS 2 (Unit, Apt, Suite, etc.):

CITY: San Marino, STATE: CA

ZIP CODE: 91108

PHONE: 625-444-3434

ALTERNATE PHONE:

**SCHEDULE INSPECTION**

Required Inspections: 13BRY-00001

Select Inspections to Schedule

- Application Acceptance: [On]
- Construction Meter: [On]
- Engineer Letter Required: [On]
- Service: [On]
- Service: [On]

**RESCHEDULE**

**MAKE PAYMENTS**

14WIN-01624: 726 Apple Ct., Windsor, CO 80550, Fee: \$ 52.90

14WIN-01641: 410 Chenney Park, Windsor, CO 80550, Fee: \$ 384.26

Total: \$ 437.16

**NEXT**

**DASHBOARD**

14SMA-CB0003 - Fire Underground Permit  
1450 Old Mill Rd, San Marino, CA 91108

✓ Inspection Scheduling & Results

✓ Online Payments

✓ GeoServices™



---

## **AGENDA ITEM**

---

**APPOINTMENT OF MARY CANDACE ALLBEE TO THE  
PLANNING & ZONING COMMISSION AND THE GARFIELD  
COUNTY SENIOR ADVISORY BOARD**

**STAFF: STUART S. McARTHUR, TOWN MANAGER**

# Mary C. Allbee

---

321 W FIRST STREET ▪ PARACHUTE, CO 81635 ▪ 970-985-5915

January 21, 2015

Mr. Roy McClung  
Mayor  
Town of Parachute, CO  
222 Grand Valley Way  
Parachute, CO 81635

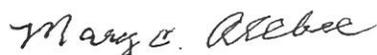
**SUBJECT: LETTER OF INTEREST FOR THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE  
AND THE GARFIELD COUNTY SENIOR ADVISORY BOARD**

Dear Roy,

I respectfully request that the Board of Trustees for the Town of Parachute appoint me to the Planning and Zoning Commission for the Town. My health has improved to the point I can now participate to the extent I desire.

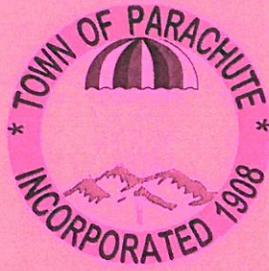
I also request to be appointed to the Garfield County Senior Advisory Board. I love the Town of Parachute want to continue to serve the residents.

Sincerely yours,



Mary C. Allbee

SSMc



---

**AGENDA ITEM**

---

**BOARD APPROVAL OF MAYORS SIGNATURE ON WPX  
ENERGY ROCKY MOUNTAIN, LLC DIVISION ORDERS.**



**DIVISION ORDER**

To: **WPX ENERGY ROCKY MOUNTAIN, LLC**  
Division Order Department  
P. O. Box 3102  
Tulsa, OK 74101

Date: January 14, 2015  
JLL/CYH

Property Number: 62394916  
Property Name: NOLTE 13A-13  
Operator: CAERUS PICEANCE LLC  
County and State: GARFIELD COUNTY, CO  
Property Description: 7S-96W-SEC 13 SW/4 - 165.63

Effective Date: First Production

Production: \_\_\_\_\_ Oil \_\_\_\_\_ Gas   X   Both \_\_\_\_\_ Other \_\_\_\_\_

Owner Name TOWN OF PARACHUTE (CO)  
and Address: PO BOX 100  
PARACHUTE, CO 81635-0100

**OWNER NUMBER:** 455310

Type of Interest: RI  
Decimal Interest: 0.00618849

**If the mailing address above is incorrect please include your new mailing address when returning this form.**

The undersigned certifies the ownership of the decimal interest in production or proceeds as described above payable by **WPX ENERGY ROCKY MOUNTAIN, LLC (Payor)**.

Payor shall be notified, in writing, of any change in ownership, decimal interest, or payment address. All such changes shall be effective the first day of the month following receipt of such notice.

Payor is authorized to withhold payment pending resolution of a title dispute or adverse claim asserted regarding the interest in production claimed herein by the undersigned. The undersigned agrees to indemnify and reimburse Payor any amount attributable to an interest to which the undersigned is not entitled.

Payor may accrue proceeds until the total amount equals One Hundred dollars (\$100.00), or pay annually, whichever occurs first, or as required by applicable state statute.

This Division Order does not amend any lease or operating agreement between the undersigned and the lessee or operator or any other contracts for the purchase of oil or gas.

In addition to the terms and conditions of this Division Order, the undersigned and Payor may have certain statutory rights under the laws of the state in which the property is located.

Special Clauses: **Proceeds payable by WPX Energy is limited to WPX Energy's interest in the above property.**

Owner(s) Signature(s):   X   \_\_\_\_\_   X   \_\_\_\_\_

Owner(s) Tax I.D. Number(s): \_\_\_\_\_

Owner Daytime Telephone #: \_\_\_\_\_

Owner Secondary Telephone #: \_\_\_\_\_

Owner email address: \_\_\_\_\_

*Federal Law requires you to furnish your Social Security or Taxpayer Identification Number. Failure to comply will result in 28% tax withholding and will not be refundable by Payor.*





January 7, 2015

Dear Interest Owners,

Re: **Spacing: Township 7S, Range 96W, Section 13 SW/4**  
**Operator: Caerus Oil & Gas**

WELL #	WELL NAME
62394916	NOLTE 13A-13
62394926	NOLTE 13B-13
62394937	NOLTE 13D-13
62394954	NOLTE 14D-13
62394930	NOLTE 13C-13
62394939	NOLTE 14A-13
62394943	NOLTE 14B-13
62394952	NOLTE 14C-13

Please be advised that the above properties have had first sales. You have been credited with a royalty interest; however, at this time, the interest is in suspense. Due to the meandering of the Colorado River, a stipulation of interest effective June 1, 2014 was created by the Operator of these wells. You should have already received a copy of this stipulation of interest in the mail from the Operator along with a letter dated December 5, 2014 describing the action that needs to be taken.

Attached is your division order stating your interest in the above wells.  
Please review and execute your division order and return to me.

If you have any questions, please feel free to contact me.  
My contact information is listed below.

Sincerely,

Jason Lockmiller  
Division Order Analyst II  
[jason.lockmiller@wpxenergy.com](mailto:jason.lockmiller@wpxenergy.com)  
539-573-5073 (Phone)  
539-573-0681 (Fax)



---

## AGENDA ITEM

---

### **BOARD CONSIDERATION OF RESOLUTION NO. 2015-03**

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO,  
SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM  
THE GARFIELD COUNTY FEDERAL MINERAL LEASE  
DISTRICT FOR THE PARACHUTE STREET REPAIR AND  
MAINTENANCE PROGRAM.**

STAFF:     STUART S. McARTHUR, TOWN MANAGER

**TOWN OF PARACHUTE  
RESOLUTION NO. 2015-03**

---

---

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PARACHUTE STREET REPAIR AND MAINTENANCE PROGRAM**

**WHEREAS**, the Town of Parachute is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Garfield County Federal Mineral Lease District (“GCFMLD”); and

**WHEREAS**, the Town of Parachute will submit a Grant Application for the **Parachute Street Repair and Maintenance Program** for a total award of \$250,000; and

**WHEREAS**, the Town of Parachute supports the completion of the project if a grant is awarded by the GCFMLD.

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

Section 1. The above recitals are hereby incorporated as findings by the Board of Trustees.

Section 2. The Board of Trustees strongly supports the Grant Application submitted by the Town of Parachute and will appropriate matching funds for a grant with Garfield County Federal Mineral Lease District.

Section 3. If the grant is awarded, the Board of Trustees strongly supports the completion of the project.

Section 4. The Board of Trustees of the Town of Parachute authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.

Section 5. If a grant is awarded, the Board of Trustees hereby authorizes Stuart McArthur to sign a Grant Agreement with the GCFMLD.

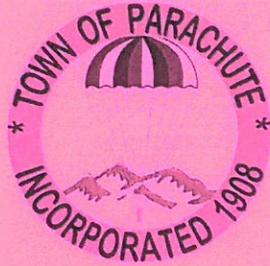
**INTRODUCED, READ, PASSED, AND ADOPTED** as provided by law, by a vote of \_\_\_\_ to \_\_\_\_ of the Board of Trustees of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 19<sup>th</sup> day of February 2015, and approved by the Mayor on the 19<sup>th</sup> day of February 2015.

**BOARD OF TRUSTEES OF THE  
TOWN OF PARACHUTE, COLORADO**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk



---

## AGENDA ITEM

---

**BOARD CONSIDERATION OF RESOLUTION NO. 2015-04**

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO,  
SUPPORTING THE GRANT APPLICATION FOR A GRANT  
FROM THE GARFIELD COUNTY FEDERAL MINERAL  
LEASE DISTRICT FOR THE COTTONWOOD PARK  
ELECTRICAL PROGRAM**

STAFF: STUART McARTHUR, TOWN MANAGER

**TOWN OF PARACHUTE  
RESOLUTION NO. 2015-04**

---

---

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE COTTONWOOD PARK ELECTRICAL PROGRAM**

**WHEREAS**, the Town of Parachute is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Garfield County Federal Mineral Lease District (“GCFMLD”); and

**WHEREAS**, the Town of Parachute will submit a Grant Application for the **Cottonwood Park Electrical Program** for a total award of \$25,000; and

**WHEREAS**, the Town of Parachute supports the completion of the project if a grant is awarded by the GCFMLD.

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

Section 1. The above recitals are hereby incorporated as findings by the Board of Trustees.

Section 2. The Board of Trustees strongly supports the Grant Application submitted by the Town of Parachute and will appropriate matching funds for a grant with Garfield County Federal Mineral Lease District.

Section 3. If the grant is awarded, the Board of Trustees strongly supports the completion of the project.

Section 4. The Board of Trustees of the Town of Parachute authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.

Section 5. If a grant is awarded, the Board of Trustees hereby authorizes Stuart McArthur to sign a Grant Agreement with the GCFMLD.

**INTRODUCED, READ, PASSED, AND ADOPTED** as provided by law, by a vote of \_\_\_\_ to \_\_\_\_ of the Board of Trustees of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 19<sup>th</sup> day of February 2015, and approved by the Mayor on the 19<sup>th</sup> day of February 2015.

**BOARD OF TRUSTEES OF THE  
TOWN OF PARACHUTE, COLORADO**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk



---

## AGENDA ITEM

---

### **BOARD CONSIDERATION OF RESOLUTION NO. 2015-05**

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR  
A GRANT FROM THE ASSOCIATED GOVERNMENTS OF  
NORTHWEST COLORADO (AGNC) AND THE LIGHTING  
PROJECT.**

STAFF: STUART McARTHUR, TOWN MANAGER

**TOWN OF PARACHUTE  
RESOLUTION NO. 2015-05**

---

---

**A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO (AGNC) AND THE LIGHTING PROJECT.**

**WHEREAS**, the Town of Parachute is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Associated Governments of Northwest Colorado (“AGNC”); and

**WHEREAS**, the Town of Parachute will submit a Grant Application for the Economic Development Events Equipment Project requesting a total award of \$10,000; and

**WHEREAS**, the Town of Parachute supports the completion of the project if a grant is awarded by the AGNC.

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

Section 1. The above recitals are hereby incorporated as findings by the Board of Trustees.

Section 2. The Board of Trustees strongly supports the Grant Application submitted by the Town of Parachute and will appropriate matching funds for a grant with the Associated Governments of Northwest Colorado.

Section 3. If the grant is awarded, the Board of Trustees strongly supports the completion of the project.

Section 4. The Board of Trustees of the Town of Parachute authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.

Section 5. If a grant is awarded, the Board of Trustees hereby authorizes the Town Manager to sign a Grant Agreement with the AGNC.

**INTRODUCED, READ, PASSED, AND ADOPTED** as provided by law, by a vote of \_\_\_\_\_ to \_\_\_\_\_ of the Board of Trustees of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 19<sup>th</sup> day of February 2015, and approved by the Mayor on the 19<sup>th</sup> day of February 2015.

**BOARD OF TRUSTEES OF THE  
TOWN OF PARACHUTE, COLORADO**

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk



---

## **AGENDA ITEM**

---

**OTHER MATTERS:**

**THANK YOU LETTERS:**

**GRAND VALLEY EDUCATION FOUNDATION**

**GRAND RIVER HEALTH MEALS ON WHEELS**

**LIFT UP**

# Grand Valley Educational Foundation

*Our Mission: To improve the quality of education by enhancing the learning opportunities for students and teachers within the Garfield County School District #16 through increased community, awareness, and support.*



Date: January 16<sup>th</sup>, 2015

To: Roy McClung, Stuart McArthur and the Town of Parachute Board of Trustees

From: GVEF Members

On behalf of the Grand Valley Educational Foundation, we would like to extend our thanks and sincere gratitude for your generous donation of \$1000.00. As you know, our foundation supports scholarships for students; grants to teachers; supplemental funds for school programs (i.e. after school programs, summer school programs) and teacher of the year/classified person of the year awards and recognitions, etc. Because of generous donors such as yourselves, we are able to continue this support and enhance the opportunities for our education community.

So please accept our sincere thank you and know you are an integral part of fulfilling our mission to improve the quality of education for the students and staff of the Garfield County School District.

Respectfully,

A handwritten signature in cursive script that reads 'Ava M. Lanes'.

Ava Lanes and Members of the GVEF



**grand  
river Health**  
**MEALSONWHEELS**  
of Western Garfield County

January 1, 2015

Town of Parachute

P.O. Box 100

Parachute, CO

Dear Town of Parachute,

Thank you for your generous donation to [Grand River Health Meals On Wheels](#). Your charitable donation will help us continue to offer home delivered meals to the elderly, disabled, and recovering residents of Western Garfield County. We are currently averaging 13,000 meals a year with 75% being subsidized for those in financial needs. Contributions such as yours help pay for those subsidized meals so clients may receive meals, no matter what their income.

**Your contribution of \$1,000.00 is tax deductible.** Please consider this letter as your receipt. The tax ID number for Grand River Health Meals on Wheels is 84-0513889. No goods or services were received in consideration of this contribution.

Grand River Health's mission is to optimize the health of the people we serve. In part, it is through programs such as Grand River Health Meals On Wheels and the generosity of businesses and individuals such as you, that we are able to attain this goal.

Sincerely,



Kaaren Peck

**HOSPITAL AND MEDICAL CENTER**

LIFT-UP  
P O Box 1928  
Rifle CO 81650

January 31, 2015

Town of Parachute  
P.O. Box 100  
Parachute, CO 81635

Dear Friends,

I hope your holiday season was enjoyable, and that your new year is off to a good start. We sincerely thank you for your support of LIFT-UP in 2014, our 32nd year of service to the region. We are sending this letter to acknowledge your financial contribution(s) for the year. Please retain it for tax reporting purposes.

Here is a snapshot of what your generous support helped LIFT-UP accomplish this year:

- ♦ We served 17,322 people one or more times from our seven area food pantries (5,887 families), and distributed 35,093 bags of food.
- ♦ 1,695 families received special meal boxes for the holidays for more than 6,000 local people.
- ♦ The Extended Table soup kitchens in Rifle and Glenwood Springs served 18,509 meals, the highest number of meals since the outreach began in 1995.
- ♦ All totaled, LIFT-UP provided 37,295 instances of service last year, thanks to generous support from the community.

Thank you so much for considering the needs of your local neighbors in your charitable giving. Approximately 10% of LIFT-UP's budget goes towards administrative overhead, so more of your support goes to those who need it most.

On behalf of everyone at LIFT-UP, I wish you a terrific 2015!

Sincerely,



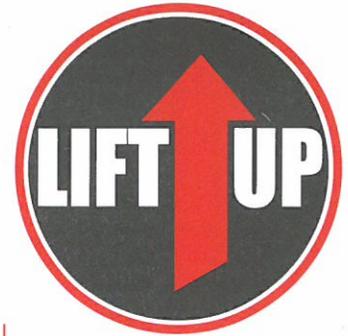
Kimberly Loving  
Executive Director

P.S. If you would like your future donations to LIFT-UP to qualify for a 25% Enterprise Zone tax credit, please contact us at 970-624-4496 and we'll set it up for you.

**This letter serves as proof of your donation, which is tax deductible to the extent allowed by law. Donor received no goods or services in exchange for the contribution.**

**Total donations given during 2014: \$500.00**  
**Tax I.D. #84-0896081**

FB0220151593



**Business Office**  
800 Railroad Avenue  
**Mail: P.O. Box 1928**  
Rifle, CO 81650  
970-625-4496 phone  
970-625-3497 fax

**Executive Director**  
800 Railroad Avenue  
Rifle, CO 81650

**Regional Offices**  
465 North Mill Street, #10B  
Aspen, CO 81611  
970-544-2009

167 Holland Hills Road  
Basalt Community  
Methodist Church  
Basalt, CO 81621  
970-279-1492

520 South 3rd Street, #35  
Third Street Center  
Carbondale, CO 81623  
970-963-1778

1004 Grand Avenue  
Glenwood Springs, CO 81601  
970-945-2005

126 North 4th Street  
New Castle, CO 81647  
970-984-2115

800 Railroad Avenue  
Rifle, CO 81650  
970-625-4496 office  
970-625-4888 food pantry  
970-625-2757 thrift store  
970-625-3497 fax

201 East First Street  
Parachute, CO 81635  
970-285-7903 thrift store  
970-285-0221 food pantry

**The Extended Table**  
First United  
Methodist Church  
824 Cooper Avenue  
Glenwood Springs, CO 81601  
970-625-4496

Rifle United Methodist  
Presbyterian Church  
200 East 4th Street  
Lovell Building  
Rifle, CO 81650  
970-625-4496

**Website**  
[www.liftup.org](http://www.liftup.org)