



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

**(A) ROLL CALL**

**(B) PLEDGE OF ALLEGIANCE**

**(C) APPROVE AGENDA**

**(D) CONSENT AGENDA:**

- (1) MINUTES FROM THE FEBRUARY 19, 2015, REGULAR MEETING
- (2) EXPENDITURES PAID IN FEBRUARY 2015

**(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) BOARD CONSIDERATION OF A LICENSE TO ENCROACH AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND URSA OPERATING COMPANY AND APPROVING THE MAYOR'S SIGNATURE.**

STAFF:           STUART McARTHUR

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(H) BOARD CONSIDERATION OF A RIGHT-OF-WAY REMEDIATION AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND URSA OPERATING COMPANY LLC AND APPROVING THE MAYOR'S SIGNATURE.

STAFF: STUART McARTHUR

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(I) BOARD CONSIDERATION OF ENTERING INTO AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND KARP.NEU.HANLON ATTORNEYS AT LAW TO PROVIDE PROFESSIONAL SERVICES FOR LEGAL SERVICES AND AUTHORIZE MAYOR TO SIGN.

STAFF: STUART McARTHUR

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(J) BOARD CONSIDERATION OF PURCHASING THE NEPTUNE MRX920 MOBILE DATA COLLECTOR FOR WATER METER READING AND AUTHORIZE THE MAYOR TO SIGN.

STAFF: MARK KING

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(K) BOARD TO ACCEPT JOHN YADLOSKI'S LETTER OF RESIGNATION

*Motion to bring from the table.*

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

*Motion to bring from the table.*

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(M) BOARD CONSIDERATION OF AN ORGANIZATION RESOLUTION AND AGREEMENT FOR CREDIT CARD PROGRAM WITH UMB BANK AND AUTHORIZATION OF TOWN TO SIGN.

STAFF: STUART McARTHUR

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(N) BOARD CONSIDERATION OF ORDINANCE NO. 680

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ENACTING CHAPTER 6.12 OF THE PARACHUTE MUNICIPAL CODE CONCERNING LICENSED LIQUOR ESTABLISHMENT REQUIREMENTS.

STAFF: DENISE CHIARETTA

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(O) EXECUTIVE SESSION:

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(P) OTHER MATTERS

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**(Q) MOTION TO ADJOURN**

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Adjourned at:



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## AGENDA ITEM

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### **CONSENT AGENDA:**

- (1) MINUTES FROM THE FEBRUARY 19, 2015, REGULAR MEETING
- (2) EXPENDITURES PAID IN FEBRUARY 2015

**TOWN OF PARACHUTE  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
FEBRUARY 19, 2015**

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

**ACTION MINUTES:**

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**(A) ROLL CALL**

**TRUSTEES PRESENT:** Norman Feck, John Loschke, Tom Rugaard, Juanita Williams

**TRUSTEES ABSENT:** John Yadloski

**STAFF PRESENT:** Town Manager Stuart McArthur, Town Clerk Denise Chiaretta, Public Works Director Mark King, Chief of Police Cary Parmenter, Community Development Specialist Derek Wingfield,

**STAFF ABSENT:** Town Attorney Edward Sands

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**(B) PLEDGE OF ALLEGIANCE**

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**(C) APPROVE AGENDA:**

Mayor McClung stated that Town Manager McArthur would like to make some changes to the agenda.

Town Manager McArthur asked to move agenda item "P" the IGA with Garfield County Emergency Communication Authority right after "K" the WPX 2015 Update, also strike from the 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)

**MOTION NO. 1;**

Moved and seconded by Rugaard/ Olk to approve the agenda with the changes

Motion passed unanimously.

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**(D) CONSENT AGENDA:**

(1) APPROVAL OF MINUTES FROM THE JANUARY 15, 2015, REGULAR BOARD MEETING

(2) APPROVAL OF EXPENSES PAID IN JANUARY

**MOTION NO. 2**

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

Motion passed unanimously.

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

There were none.

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**(F) DEPARTMENTAL REPORTS:**

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

Mayor McClung stated that there have been some meetings regarding the Comprehensive, Plan, but there is not much to report at this time. Winterfest was a success.

Trustee Williams reported that she attended the E.A.B. meeting.

Trustee Feck informed the Board that he has spoken with Scott Eaton with Intermountain trash Service about introducing recycling to Parachute and would like him to present the information to the Board. Mayor McClung told him to give contact information to Town Manager McArthur. Town Manager McArthur said he would follow up with Mr. Eaton.

Trustee Olk commented on how great the lighting on Cardinal Way turned out.

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

Town Manager McArthur commented on the dip in sales tax, it is down approximately \$14,000, but not lower than was budgeted.

Town Manager McArthur also commented on Winterfest and thanked the Police Department for their help and the hard work they did on their float (a police car).

Town Manager McArthur explained to the Board that now that most of the water meters are in and been tested the Town is going to mail out cards which will be cost saving on envelopes and staff time in stuffing the envelopes.

There are some businesses that we will need to be communicating with directly now that the readings are correct. Some will be charged much more than they have been paying.

Town Manager McArthur informed the Board that he wants to put the phone on auto answer as it interferes with daily work. If Colleen is already on the phone Denise or Lynn or Derek answer and a lot of the calls go to the police department.

There was some discussion among the Board Members regarding this needed to be done in such a small town as it cuts down on customer service.

It was decided to put the phones on auto answer and see what the response would be.

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

Chief Parmenter commented on the bones that were found at the park, it turned out that they were bear bones very near the river. Chief reported about the vandalism that has been happening around town. The police department has a good idea of who the perpetrators are, but are unable to get the proof at this time.

Chief Parmenter informed the Board that his annual report is finally complete and it is in Dropbox, so anyone that would care to look it over can download the report.

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

Public Works Director King gave an overview of the installation of the water meters and getting accurate readings and everything is a go, except for a few, reading will be done for February billing.

Public Works Director King stated that himself, Town Engineering Austin and Town Manager McArthur have been working with the Farnsworth Group to get the Infrastructure Master Plan completed by the July 2015 deadline.

Public Works Director King added that employee Walker and the prison inmates have been working on the facelift of the shop building. It will look like a new building when completed. Doing the work in-house has saved the Town several thousand dollars.

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

C.D.S. Wingfield informed the Board that the public nuisance complaint against Mr. Morrow has gone to court and he is coming into compliance. He has until June to complete as there are items on his property that can be cleaned up during the Town cleanup day; which people are already asking about when it is scheduled.

C.D.S. Wingfield stated that there seem to be couches and appliances that have been showing up in yards so he has sent out letters to have the owners to pick them up.

C. D. S. Wingfield stated that with any luck the payment integration will be live on March 1<sup>st</sup>, it is all up to the State at this time.

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**(G) PUBLIC HEARING LIQUOR LICENSE RENEWAL FOR A 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

Mayor McClung asked Town Clerk Chiaretta if fees were paid and application was in order

Town Clerk Chiaretta replied that they were.

Mayor McClung asked Police Chief Parmenter if there have been any problems with El Tapatio.

Police Chief Parmenter replied that there had not.

**MOTION NO. 3:**

Moved and seconded by Trustees Loschke / Olk to approve the liquor license renewal application for El Tapatio.

Motion passed with Trustees Olk, Loschke, Williams and Feck voting yes and Trustee Rugaard abstaining.

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**(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

Mayor McClung asked Town Clerk Chiaretta if fees were paid and application was in order

Town Clerk Chiaretta replied that they were.

Mayor McClung asked Police Chief Parmenter if there have been any problems with Antler Liquor.

Police Chief Parmenter replied that there had not.

**MOTION NO. 4:**

Moved and seconded by Trustees Loschke / Olk to approve the renewal of the liquor license for Antler Liquor

Motion passed with Trustees Olk, Williams, Feck and Loschke voting yes and Trustee Rugaard abstaining.

**(I) PUBLIC HEARING LIQUOR LICENSE RENEWAL FOR A 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

Mayor McClung asked Town Clerk Chiaretta if fees were paid and application was in order

Town Clerk Chiaretta replied that they were.

Mayor McClung asked Police Chief Parmenter if there have been any problems with VJ's Outlaw Ribs.

Police Chief Parmenter replied that there had not.

**MOTION NO. 5:**

Moved and seconded by Trustees Loschke / Feck to approve the renewal of the Hotel Restaurant License for V.J.'s Outlaw Ribs.

Motion passed with Trustees Williams, Olk, Feck and Loschke voting yes and Trustee Rugaard Abstaining.

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

Jonathan Marbas and Jori Dovey thanked the Town for the lighting along Cardinal Way on the way to the High School and presented a plaque to show their appreciation.

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**(K) WPX 2015 WORK PLAN UPDATE:**

PRESENTED BY: REPRESENTATIVES FROM WPX ENERGY

Susan Alvillar and Brian Hotard, along with a case of Girl Scout cookies were present.

Brian handed out his card and a box of cookies to all present.

Susan Alvillar introduced herself as the Key Relations Manager and Brian Hotard introduced himself as Field Land Team Lead for WPX Energy. Brian did a review of the pad site just off County Road 215 and Parachute Ave. that is being reclaimed at this time.

WPX did a community outreach before starting this pad, they went door to door in the area to inform the residents of their plans and also held a BBQ at the Senior Center using a local restaurant.

A large sign was put near the site with WPX and Brian's phone number to let people know if there were any problems to just call.

There were only two problems, one was the light bank towards the end of drilling and the other was noise from the C. B. radios late at night and both were taken care of.

Susan then informed the Board that they were happy to announce that WPX Energy was able to donate \$10,000 to the Grand Valley Park Association for the new location and \$2,500.00 for the park on Battlement Mesa.

Susan stated that she had tried to reach Town Manager McArthur before the news came out in the paper, but was able to give him a courtesy call and tell him that WPX is going to pause our completion program. What this means is that the twenty (20) wells that were drilled in 2014 will not be completed and any additional wells drilled this year will not be completed until they get better prices from their vendors, and with this news of course the rigs will be moving out of the area. The one rig that WPX Energy will be keeping in this area is the big X Rig; it is being moved up Parachute Creek. The other rig is the H.P 313, WPX has an agreement with GTX, and they are providing the capital and taking the gas and liquefying it.

Susan added that if the commodities prices come up the rigs are only in Grand Junction and would be easy to get back into operation.

WPX Energy is planning on spending between \$200 and \$225 million in this area in 2015.

Susan thanked Town Manager and Town Staff for allowing them to have meetings at Town Hall for Community Counts.

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

Moved and seconded by trustees Rugaard / Loschke to enter into the IGA and approve the Mayors signature.

Motion passed unanimously

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**(L) EXECUTIVE SESSION:**

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

**MOTION NO. 6:**

Moved and seconded by Trustees Williams / Olk to go into Executive Session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and / or instructions negotiators, under C.R.S. SECTION 24-6-402(4)(e)

Motion passed unanimously

Mayor McClung stated that the date is February 19, 2015 and the time is 8:07 p.m. as the presiding officer Roy McClung Mayor as required by law this executive session is being recorded and the following persons will be attending the executive session: Trustees Juanita Williams, Tom Rugaard, Norman Feck Tim Olk, Town Manager Stuart McArthur

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Presiding officer Roy McClung stated the time is now 8:20p.m. and the executive session has now been concluded the participants were: Trustees Juanita Williams, Tom Rugaard, Norman Feck Tim Olk, Town Manager Stuart McArthur, and Town Clerk Denise Chiaretta.

If any participants believes that the discussion went outside the proper scope of the executive session or any actions please state so now for the record.

There were none

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**(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

Mayor McClung called the public meeting to order at 8:21 p.m.

Town Manager McArthur stated that this has gone before the Planning and Zoning Commission and been recommended to the Board through Resolution **NO. 2015-02**. The review of the use table started due to the rezoning of the Spring Lake Estates to allow Ursa to drill on the property across from Town Hall. As the code was reviewed, the property was zoned as medium residential, this was the first problem with the Town's Code so the code was gone through and it was decided to make the land use code friendlier to bring in more business and allow the appropriate uses in the appropriately zoned areas.

There was some general discussion on what the codes and abbreviations

Public Hearing closed at 8:31 p.m.

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**(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.**

**MOTION NO. 7:**

Moved and seconded by Trustees Rugaard/ Williams to adopt 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.*

Motion passed unanimously

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

**MOTION NO. 8:**

Moved and seconded by Trustees Rugaard / Williams to enter into the M.O.U. with Garfield County and approving the Mayor to sign.

Motion passed unanimously.

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

Town Manager McArthur stated that this is a result of Trustee Yadloski's health; he has been the Town's Building Inspector for many years and now we need to enter into a contract for building inspection since John is too ill.

There was some general discussion among the Trustese and Town Manager McArthur.

**MOTION NO. 9:**

Moved and seconded by Trustees Loschke/ Williams to enter into a contract with Safebuilt and have the Mayor sign.

Motion passed unanimously.

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

Town Manager McArthur informed that Board that although Candy had resigned from the Planning and Zoning Commission due to health problems she has been getting treatment and is feeling better and would like to fill these two position.

**MOTION NO.10:**

Moved and seconded by Trustees Williams / Rugaard to appoint Ms. Allbee to the Planning and Zoning Commission and the Garfield County Senior Advisory Board.

Motion passed unanimously.

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

**MOTION NO.11:**

Moved and seconded by Loschke / Rugaard to approve the Mayor's signature on the WPX Energy Rocky Mountain, LLC Division Orders.

Motion passed unanimously.

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**(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.**

Town Manager McArthur stated that he would submit a grant to ask for \$250,000 or maybe more, this will go to repairs for County Road 215. After reviewing the HUTF inventory and maps we found that when we annex county roads they become ours to maintain. County Road 215 is ours from First Street to Town limits by Williams.

General discussion about the County maybe helping with the cost but as they have not done anything to 215 for years there is not much hope of the county to do anything.

**MOTION NO.12:**

Moved and seconded by Trustees Loschke/ Olk to adopt 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.*

Motion passed unanimously.

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(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**

Town Manager McArthur stated that the electrical at Cottonwood Park is not adequate to supply power for vendor wagons or having a band or any other expansion the Town would like to do as far as having activities in the park.

**MOTION NO.13:**

Moved and Seconded by Trustees/ Loschke / Rugaard to adopt 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*

Motion passed unanimously.

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(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) FOR THE EVENTS EQUIPMENT.**

**MOTION NO.14:**

Moved and seconded by Williams/ Loschke to adopt Resolution NO. 2015-05

*A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO (AGNC) FOR THE EVENTS EQUIPMENT.*

Motion passed unanimously.

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**(W) OTHER MATTERS:**

**THANK YOU LETTERS:**

- GRAND VALLEY EDUCATION FOUNDATION
- GRAND RIVER HEALTH MEALS ON WHEELS
- LIFT UP

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**(X) MOVE TO ADJOURN**

**MOTION NO.15:**

Moved and seconded by Trustees Loschke/ Rugaard to adjourn.

So moved.

*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 office of the Town of Parachute Town Clerk, 222 Grand Valley Way, Parachute, CO.*

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Mayor

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Town Clerk

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*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.*

<b>Payee or Description</b>	<b>Check Amount</b>
HRA REIMBURSMENT REF.# 3	\$196.31
HRA REIMBURSMENT PAYFLEX REF # 4	\$2,799.65
Payflex Health Hub Ref. # 5	\$3,740.70
PAYFLEX HEALTH HUB HRA REIMBURSMENT CDM REF #6	\$854.15
SANDS LAW OFFICE, LLC	-\$2,955.86
360 ELECTRIC, LLC	\$1,121.89
ALEXANDER GRAHAM	\$696.02
CIRSA	\$1,061.00
COLORADO MT. NEWS MEDIA	\$35.42
LAW ENFORCEMENT TARGETS INC	\$296.45
MIDWEST RADAR & EQUIPMENT	\$22.00
RICOH USA, INC	\$39.43
STUART S. MCARTHUR	\$178.66
VERIZON WIRELESS	\$840.93
WEST PARK TRUCK EQUIPMENT	\$81.88
HOLY CROSS ENERGY	\$445.19
PAYFLEX SYSTEMS, USA INC.	\$300.00
TERRY KYLE	\$67.75
XCEL ENERGY	\$9,269.19
FIRE AND POLICE PENSION ASSOC.	\$1,722.07
ORCHARD TRUST COMPANY, LLC	\$1,314.59
ALPINE TIRE CO.	\$617.40
ALSCO	\$160.28
AUSTIN CIVIL GROUP, INC.	\$833.79
BATTLEMENT MESA METROPOLITAN DISTRICT	\$11,259.00
BATTLEMENT MESA TRUE VALUE	\$235.42
CASELLE INC	\$525.33
CENTURY LINK	\$934.70
COMCAST CABLE	\$147.85
COMFORT AIR OF GRAND JUNCTION	\$240.00
CUSTOM BADGE & PATCH DESIGN	\$311.00
DEPENDABLE WASTE SERVICES	\$4,590.00
DESKTOP CONSULTING, INC.	\$1,601.98
EMEDCO INC.	\$118.37
FARNSWORTH GROUP, INC.	\$26,028.00
FIKES WEST, INC.	\$57.00
GO FUN ENTERTAINMENT	\$4,815.00
HACH	\$10,404.00
IACP	\$175.00
INTERNATIONAL CODE COUNCIL	\$125.00
KANSAS CITY LIFE INS.	\$730.71
KONICA MINOLTA	\$824.87
MACDONALD EQUIPMENT	\$653.47
MESA COUNTY HEALTH DEPT.	\$40.00
MOUNTAIN PEST CONTROL	\$104.00

NEVE'S UNIFORMS, INC.	\$46.88
PARACHUTE AUTO PARTS & SUPPLY	\$7.99
QUILL CORPORATION	\$348.75
R & S SALES & WELDING SERVICE	\$12.00
RIFLE REGIONAL ECONOMIC DEVEP. CORP.	\$5,000.00
SAFEUILT, INC.	\$200.00
SANDS LAW OFFICE, LLC	\$3,474.46
SANDY'S OFFICE SUPPLY	\$47.53
STEVEN A. NOFZIGER	\$300.00
SWALLOW OIL COMPANY	\$136.35
UNCC	\$48.62
UNIVAR USA INC.	\$539.89
VALLAD, GARY	\$107.83
YANINA TORANZA-VIERA	\$134.80
<b>TOTAL</b>	<b>\$98,064.69</b>



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## AGENDA ITEM

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### 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:** March 19, 2015  
**TO:** Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT:** TOWN MANAGER MONTHLY REPORT – MARCH 2015

The purpose of this memo is to report to the Board of Trustees the activities of the Town during the past month and to review issues for upcoming meetings.

1. Sales tax report showing current month sales tax and comparing the last three years is attached to this report. You will note that sales tax YTD is down nearly 18% from last year at this time. I am watching this trend carefully and preparing to take necessary action to reduce costs.
2. In an attempt to increase efficiencies and reduce costs, the Town has moved to an electronic automated telephone answering system. A few bumps have been experienced as a result of this implementation, but I believe that we are getting closer to a more acceptable message and process. We are working with the vendor of the Town's telephone system to determine the cost effectiveness of having additional programming done to make the process the best possible solution for the residents and staff.
3. Comprehensive Plan. An Advisory Committee meeting was held on March 4, 2015. Most of the Committee was there in addition to a number of the public. A discussion was held regarding the future economic potential of the Community. Many ideas were voiced, mostly centered on recreational opportunities and events. In the end ideas and agreements were generated on the location of Downtown, areas in the Town of Parachute and Battlement Mesa certain types of commercial enterprises should be located. It was a good discussion.

Regarding the consultants, RPI Consulting, that were engaged to create the comprehensive plan, Davis Farrar and I have determined that we should terminate the contract another firm to do the work. Although RPI came with good references and portrayed themselves well, we do not feel that, in the end, they can create the plan that is appropriate for this Community. They have successfully developed plans in more traditional areas/Towns, but the opportunity here

in the Town of Parachute/Battlement Mesa Community is very unique and exciting. A more creative approach needs to be taken and we do not have confidence that RPI is up to the task.

I have communicated with the Department of Local Affairs (DOLA) and have been given the assurance that they would be willing to extend the terms of the contract in order to allow the time to develop the plan that is right for this Community. We have been informed that we can go back to one or more the of the other proposals we received and determine if we would like to continue our discussion with them and/or seek out other firms that might be referred to us; e.g., The Sonoran Institute, et al. Will follow up and present the ongoing plan to the Board and Advisory Committee

4. The grant applications to the Garfield County Federal Mineral Lease District (GCFMLD) were delivered on February 27. The applications were for:
  - a. County Road 215 Major Maintenance ..... \$400,000
  - b. Cottonwood Park Electrical Project..... \$25,000

The Town should know the results of the GCFMLD Board’s decisions in May.

5. The Associated Governments of Northwest Colorado (AGNC) awarded a \$6,589.69 grant to the Town for the acquisition of events equipment.
6. I was invited to and attended a Focus Group meeting for the Grand River Hospital District. The District is reaching out to its constituents in order to better plan for and provide the best and most appropriate services possible.
7. Upcoming Issues:
  - a. A prior conversation was held by the Board regarding bear proof garbage containers. It was determined that the residents would not support having to purchase their own containers for approximately \$300 each. The Police Chief indicates that the bears are more of a public nuisance versus a public safety issue, so it is not essential that the Town acquire the cans directly. A discussion was held that it might be good to require the Town and other operations, including restaurants, which have larger quantities of food in the garbage to have bear proof receptacles. Does the Board want to pursue this direction?
  - b. In 2013 and 2014, the Board of Trustees approved the annexations of CDOT right-of-way along I-70 near both of the Town’s interchanges (72 and 75). State statute requires that annexed areas be zoned. Staff will be recommending zoning for these areas and bringing them forward to the Planning and Zoning Commission and the Board of Trustees.
  - c. The Board approved the changes to the Zoning Uses Chart in the last Board meeting. The use in the Service Commercially zoned areas requires a special use review for the use of natural gas production facilities. We are expecting a special use application from Ursa for their B&V well site in Spring Lake Estates.
  - d. Subsequent to the staff’s review of the water utility rates, a conversation was held with a

bulk water provider in the Town. A request was made to reduce the current \$10.00 per 1,000 gallons to \$6.00 per 1,000 gallons. Does the Board desire to have an ordinance drafted addressing this request? There are only two (2) bulk water providers in Town.

- e. The Grand Valley High School has made a formal request to the Town to make a contribution to the School's prom. Last year the Town donated \$500 to the event. Does the Board want to donate to the 2015 prom?
- f. Pursuant to Trustee Feck's request to follow up on recycling opportunities in the Town, I met with Mr. Scott Eaton to discuss the potential. He indicated that it will cost each resident, at least, \$10 a month for recycling. Does the Board want to have Mr. Eaton attend a Board meeting to make a presentation and/or entertain a proposal? (See attached letter from Trustee Feck.)
- g. Williams will be attending the April 16<sup>th</sup> Board meeting to make a presentation about the finalization of the efforts surrounding the spill.

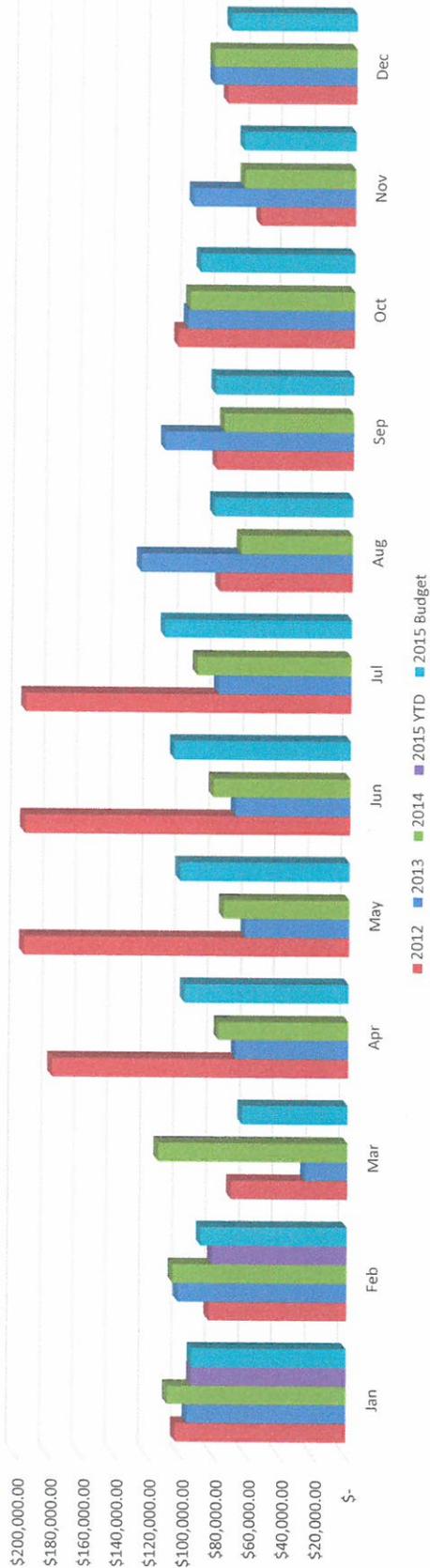
If you have questions or concerns, contact me at 970.285.7630 or [stuartmc@parachutecolorado.com](mailto:stuartmc@parachutecolorado.com).

Town of Parachute  
Sales Tax Trend Analysis - 2015

Month Received	Month Paid*	Actuals										YTD % Compared to 2013	% Over / -Under	2015 Budget	Actual Compared to Budget		
		2012	2013	2014	2014 YTD 2015	2015 YTD	2015 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	\$ 104,702.30	\$ 81,163.74	\$ 88,027.22										-8%
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>\$ 212,244.17</b>	<b>\$ 174,503.76</b>	<b>\$ 1,067,000.00</b>										<b>-17.78%</b>

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

Sales Tax Trend



Dear Mr. Mayor and Fellow Board Members,

I'm pleased to hear we will be getting a bid from MRI Refuse, Inc. for recycled waste for the town. I asked for a quote for Battlement Mesa also. That would get more people involved and maybe make it more appealing to MRI Refuse.

I talked to Scott Eden who runs MRI Refuse by telephone. The guy was a wealth of information on recycling. A lot of what he said was pretty discouraging news. Things like as much as 40% of what gets recycled ends up in the landfill, and how China buys it for fuel to burn in place of coal. There are some positives like Trex Decking is made from milk cartons. Overall though, the present (emphasize present) end result for recycling is unsatisfactory. It can be a wasted effort for those that are participating.

Sadly, the Western Slope is in a geographic area to where recycling could be counter-productive. I see some scrap yards but there aren't any large scale recycle banks nearby. It could use more energy to send sorted goods to a recycle bank than anything gained. Trucking or shipping recyclables distances too far doesn't help the environment.

I don't think the poor end result news means we shouldn't participate. I believe we should all do are part and become part of the solution. The bright side is I think there are many people out there like me that do want to participate. They would favor paying more for garbage service and would be willing to sort recyclables. With more people enlightened and educated on the subject, more may become interested and who knows what could be accomplished then.

To me, here's the solution simply put: Create a demand for recycled products locally.

This may fall on private sector to act than on more than government. If a private company could capitalize on it, more power to them and everyone wins. Maybe government's role would be to advertise what is available and educate. If local merchants could make use of recyclables, some of the sad end result realities could be turned around. I owned my own business for 11 years. If someone told me I could get my materials really cheap, I would be all ears.

It would be great to see it through to the end result, not just the end of our driveways. We do have to start somewhere though and that would be curb side pick-up of sorted goods. I'll throw this out there: What if Parachute became a hub for the needed recycle bank in our area? Initially, I was just looking for home recycle pick-up service but after learning more it makes me wonder about a this major step. Again, probably a private sector pursuit – just thinking. Find businesses and entrepreneurs that could use the stuff. Sell it by the ton and sell it cheap. Make it so it makes financial sense for a business to seek out recycled products.

The wrong thing to do is to do nothing at all. We can't be turned off by recycling's presently poor end result. I'd like to start with participating as individuals, which would be very convenient with curb side service, then work towards becoming part of the solution to improve the end result. To become satisfactory, the end result should be done in a way that is beneficial

towards the environment and makes financial sense. I think the best answer is to create a demand for recycled products locally. I'll bet Scott Eden of MRI Refuse has ideas to share.

I have always been an anti-litter, anti-waste kind of person ever since I was a kid. It's part of who I am. I believe our planet's resources are ours for use and consumption and I firmly believe we are obligated to use and consume them responsibly. I am open on where I stand on different issues. If someone were to wonder, just ask me. Politically, I am a registered Republican and the Tea Party would be my closest affiliation. I don't think that matters much when serving a town. You act in the best interest of the town as a servant of the town. I offer this about myself so people know what direction I'm coming from for this and any other issues.

Thanks for hearing me out. I hope this subject is important to you.

Norm Feck  
Town of Parachute Trustee  
02/13/2015



GVHS Leadership email: [gvhs\\_stuco@garfield.org](mailto:gvhs_stuco@garfield.org)

Grand Valley High School  
800 Cardinal Way  
Parachute, CO 81635

Phone: 285-5705  
Fax: 285-5715  
Principal: Ryan Frink

APR 09 2015 07:56

### Grand Valley High School 2015 After Prom

Wow! Another year has passed, and the time has come for Grand Valley High School's 16th annual After Prom. After Prom is an all night event that will take place after prom on April 18th, 2015. The event is organized and coordinated by GVHS Leadership (which is a group that is not directly funded by the school district.) All of GVHS high school students are invited to the event, as we are seeking to provide a safe alternative to the other activities that may occur after prom such as alcohol and drug use. Last year a large percentage of our students attended After Prom, and with your help we are confident that we can have yet another successful year of safe fun for GVHS.

Various activities will be held throughout the night. In addition to lots of food and drink, we offer casino games, board games, sports, music, various contests, and many other activities. Prizes will be awarded to contest and random drawing winners. We will also do everything in our power to ensure that no one under the influence of drugs or alcohol will be allowed in. In addition to these precautions, any student that chooses to leave the school will not be allowed to return.

Because we generate our own funds for After prom, we are asking for donations of money, prizes, and food. If you have anything that would be suitable to donate, we ask that you please do so! All donations received will be used specifically for After Prom and are TAX DEDUCTIBLE (we will provide a receipt.) We want our community members to know about the great support we receive from your businesses and organizations, therefore all of those who donate will be greatly appreciated and recognized. GVHS believes that people should be recognized for supporting one of the community's most valuable resources; the youth.

This wonderful event has become a Grand Valley tradition, and we hope that you will help us to keep it going. If you are interested in donating in any way, please contact our Public Relations Officer Allie Dovey-285-5705 or contact us using any of the information listed above. We look forward to visiting with you soon, thank you for your consideration to support Grand Valley's 16th annual After Prom!

Jonathan Marbas & Jori Dovey

David Walck

Allie Dovey

Student Body Co-Presidents

Leadership Advisor

After Prom Chair



# 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

February, 2015

I started the Officer's on a new schedule of twelve hour shifts, beginning at 5am and ending at 5pm. This will expand our coverage and put officers out in the early morning hours when the suspected juveniles are out being mischievous.

There was some police activity in the area of St. John's Cir and in the fire lane behind St. Johns Cir, the Juvenile involved in that incident was arrested and is currently in custody at a juvenile detention center.

Officers are trying to catch up on their mandated training before the deadline. We have sent officers as far as Ft. Collins and La Junta. In addition we are hosting two classes here in Parachute which should bring in about 35-40 officers from around Colorado, Wyoming and Utah. One class will be held in the Chamber Room at Town Hall, the other a much larger class will be held at the upper Fire Station. We are already getting calls to book hotel rooms.

We held a Neighborhood Watch Meeting with several residence attending. They had some good questions and expressed some concerns on some criminal activity accruing in a neighborhood. I fielded their questions the best I could without hindering an ongoing investigation.

The group also had some good ideas to keep the community informed of police activity and crime reporting. I am working with Derek to intergrade the Town's Web Page to a social media site so the police department can give real time updates to the community when there is a police action in their neighborhood.

There would also be a link that citizens could report suspicious activities or crimes through Twitter or Facebook that would link to the Town's Web Page.



# Town of Parachute

A Safe Place to Land  
Cary Parmenter, Police Chief

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We will start attaching the Police Blotter to the Town's Web page too keep the community informed of criminal activities and post upcoming events such as the National Night out, Bike Rodeo, Drug Take Back and Educational Programs such as ID Theft, Home Security and Self Defense Classes.

Liquor Licenses: None

Calls for service in February 2015: 333

Calls for service in February 2014: 332

*Cary Parmenter*  
Police Chief

# PARACHUTE POLICE DEPARTMENT

## POLICE ACTIVITY BLOTTER FOR FEBRUARY 2015

DATE	SUMMARY
02/04/2015	<b>Burglary</b> Officers investigated a report of a non-force burglary on N Fisher Ave. It did appear that there was no property loss.
02/04/2015	<b>Burglary</b> Officers are investigating a report of a burglary at a residence on East Third St. Firearms and money was stolen. This burglary report is still under investigation.
02/04/2015	<b>Burglary</b> During routine patrol Officers discovered that there was an open exterior door to a business building on Cardinal Way. Officers cleared that building and cleared the other buildings on the property and notified the owners. There appeared to be no property loss.
02/05/2015	<b>Violation of a Court Order</b> Caleb Dresser, 19, of Parachute, CO was arrested for Violation of a Restraining Order and transported to the Garfield County Jail.
02/08/2015	<b>Disturbance</b> Officers responded to 235 4 <sup>th</sup> St for a report of a disturbance. After investigating the Officer contacted Department of Human Services.
02/09/2015	<b>Narcotic Violation</b> Christopher Enlow, 25, of Parachute, CO was arrested and charged with Unlawful Possession of a Controlled Substance-any quantity of Schedule I or II. He was transported to the Garfield County Jail.
02/10/2015	<b>Fraud</b> Officers investigated a report of check fraud. The victim reported that he had received two checks for services rendered for approximately \$6000.00. The District Attorney's office is reviewing the case for prosecution of Felony Fraud by Check charges.
02/08/2015	<b>Disturbance</b> Officers responded to a report of a disturbance at Comfort Inn, located at 228 N. Railroad. After investigating the situation officers closed the incident because no crime was committed just a loud party and a verbal disagreement.

# PARACHUTE POLICE DEPARTMENT

- 02/11/2015**      **Sexual Exploitation**  
Officers are investigating a report of illegal sexual postings on Facebook of an underage female.
- 02/12/2015**      **Criminal Trespass**  
Officers responded to a trespass in progress at 200 Colorado Ave. Jason Hamilton, 29, of Parachute, Co was issued a summons for Criminal Trespass in Parachute Municipal Court and was issued a formal letter of no trespass on the Cottonwood View Apartments property by the owner of the property.
- 02/12/2015**      **DUI**  
Joshua Patterson, 31, of Parachute, CO was arrested and charged with DUI, Open Container of Marijuana in Motor Vehicle and Possession of Drug Paraphernalia. He was transported to the Garfield County Jail.
- 02/13/2015**      **DWAI**  
Phillip Rivera, 20, of Grand Junction, CO was issued a summons for Driving a Vehicle While Ability Impaired by Alcohol or Drugs, Speed and Illegal Possession of Consumption of Alcohol by an Underage Person.
- 02/13/2015**      **Minor in Possession of Alcohol**  
During a traffic stop involving a DWAI, Officers issued summonses for Minors In Possession of Alcohol/Marijuana to Quianna Biskupski, 20, of Colorado Springs, CO; Scott Morgan, 18, of Redlands, CO; and a female Juvenile, of Clifton, CO
- 02/15/2015**      **DUI**  
Andrew Smith, 49, of Midland, TX was issued a summons for DUI, DUI Per Se, and Open Alcoholic Beverage Container in Motor Vehicle.
- 02/15/2015**      **Domestic Violence**  
Officers responded to a report of a disturbance at 252 Green St, the Parachute Inn. Richard Cornell, 27, of Parachute, CO was arrested and charged with Harassment (strikes, shoves, kicks) and Domestic Violence. He was transported to the Garfield County Jail.
- 02/19/2015**      **Suicidal Subject**  
Officers responded to a report of a suicidal female. The female was located and Minds Spring Mental Health as contacted.

# *PARACHUTE POLICE DEPARTMENT*

**02/20/2015**

## **Warrant Arrest**

Timothy Frost, 35, of Grand Junction, CO was arrested and transported to the Garfield County Jail for a warrant out of Mesa County.

**02/20/2015**

## **Animal Complaint**

Officers responded to a report of a large, possibly aggressive dog running loose. The Officer issued the dog's owner a municipal summons for Failure to Control Pet Dog and No Dog License and Tags.

**02/23/2015**

## **Disturbance**

Officers responded to a disturbance at 302 Cardinal Way. A white male Juvenile was intoxicated. The Juvenile fled and was located the next day and issued a Summons to Appear in Juvenile Court regarding criminal charges of Harassment (strikes, shoves, kicks); Criminal Mischief, less than \$300; and Illegal Possession or Consumption of Alcohol by Underage Person.

**02/25/2015**

The Parachute Police Department received a call from St. Mary's Hospital regarding a victim of an assault. Officer investigated the report of Domestic Violence and Assault at 200 Colorado Ave. and had a warrant issued for Eric Lee Lively, 34, of Parachute, CO. The suspect was contacted by Parachute Police and arrested for Harassment (strikes, shoves and kicks); Assault in the Third Degree; Child Abuse and Domestic Violence and transported to the Garfield County Jail.

**29 Traffic Citations/Arrests were made in February 2015**



# Town of Parachute

A Safe Place to Land  
Mark King, Public Works Director

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222 Grand Valley Way • Parachute, CO 81635 •

**Date:** March 19<sup>th</sup> 2015  
**To:** Board of Trustees  
**From:** Mark King, Public Works Director  
**Subject:** Public Works Monthly Report

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Public works is currently preparing for summer irrigation by cleaning the ditch and irrigation pond. We are planning to turn water into the ditch in a few weeks; we will pressure the system up and down several times and flush the mains for the week prior to April 15<sup>th</sup>. This will clean the sediment from the lines so we have fewer problems this summer.

We have completed meter installation and as with all new systems we have encountered many challenges. The entire town staff has been collaborating to overcome these challenges and problem solve. We have resolved many issues with past water bills and will continue working with citizens to minimize hardship.

The sweeper has been out cleaning the streets to minimize any safety issue due to sand on roadways and intersections. We have currently cleaned the area from the rest area to the turn into at the Shell station to better identify the island in the intersection. We will continue sweeping the streets throughout the summer as needed.

The siding on the town shop will be completed and painted this month. Public works staff has done a great job making the town properties look cleaner and more polished.

If you have any questions call me at (970) 986-1821



# Town of Parachute

*A Safe Place to Land*

Derek Wingfield, Community Development

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

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

Date: March 19, 2015

To: Board of Trustees

From: Derek Wingfield, Community Development

Subject: Community Development Monthly Report- February 2015

Safe Built has assigned Charlie Davis as our inspector/official. He is doing great and has completed several inspections and started a couple reviews. He also has met with Cottonwood View and got that project straightened out.

The website is getting upgraded. I spent time working on some interactive forms and was able to implement two of them. This should allow the Town's efficiency to grow. The bill pay is still in process, Lynn and I have started pushing back pretty hard against SIPA to move the process along. We have found SIPA has not worked with Casselle before and using that as an excuse on time. We gave SIPA a hard deadline of April 1 to try and force this into action.

Spring is upon us; which means weeds and growth. I am going to be sending reminders out early to try and catch the growth early and keep it cut. I have also started working on getting our annual clean-up day set. It looks like May 2 is our best option. If I go with that date I do have metal and electronic disposal available again. I am hoping to also provide paper shredding/disposal options.

Planning for Oktoberfest is going well. I have two company's bidding the fireworks display. Go-Fun is booked; they were the best price on the zipline, hamster balls, etc. KMBC Grand has made an offer to Eric Paslay. He is breaking out and has been on tour the last couple years with some large name attractions. Nashville talk is he is this year's big break out. His backup plan is still deep but the though is he will draw a great crowd and put on a great show.



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## AGENDA ITEM

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**BOARD CONSIDERATION OF A LICENSE TO ENCROACH AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND URSA OPERATING COMPANY AND APPROVING THE MAYOR'S SIGNATURE.**



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

---

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

## STAFF REPORT

**DATE:** March 19, 2015  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: URSA OPERATING COMPANY – B&V PAD CONSTRUCTION LICENCE TO ENCROACH AGREEMENT**

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### Background

On or about March 20, 2015, Ursa Operating Company plans to begin the construction of the well pad for their B&V Pad. This pad is to be located on the property across from the Town of Parachute Town Hall within the Springs Lake Estate subdivision. As part of this construction, the well pad will encroach into the Town's right-of-way for the planned roads within the Springs Lake Estate subdivision.

### Staff Analysis

Staff has worked with both the Town Attorney and Ursa Operating Company staff to develop and agree to the attached License to Encroach Agreement.

### Attorney Review

Town Attorney, Jeff Conklin, drafted the License to Encroach Agreement that was presented to Ursa.

### Recommendations

Staff recommends that the Board of Trustees approve the License to Encroach Agreement with Ursa Operating Company.

If you have any additional questions or concerns, please contact me at 970-285-7630.

## LICENSE TO ENCROACH AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this 16<sup>th</sup> day of March, 2015, by and between the TOWN OF PARACHUTE, COLORADO, a Colorado home rule municipality (the "TOWN") and URSA OPERATING COMPANY, LLC a Colorado limited liability company ("Licensee").

WITNESSETH:

WHEREAS, Licensee is constructing a well pad for operations, as depicted on the map attached as Exhibit A;

WHEREAS, a portion of the well pad will encroach into to the Town's right-of-way (the "Licensed Area"), as depicted on Exhibit A in yellow; and

WHEREAS, the Town is willing to grant Licensee a license to encroach in its right-of-way for the Licensed Area, as shown on Exhibit A, subject to the terms and conditions of this License Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

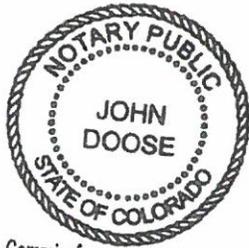
1. Recitals. The foregoing recitals are incorporated by reference herein.
2. Grant of License/Conditions of Use. The Town hereby grants Licensee a license to encroach and occupy the right-of-way shown as Licensed Area on Exhibit A. This grant of license is expressly limited to and for the sole purpose of constructing and maintaining a well pad. Licensee shall be responsible for all improvements located in the Licensed Area. Licensee hereby acknowledges the title of the Town to the Licensed Area and right-of-way, and agrees never to resist or deny such title. Any and all use of the Town right-of-way by Licensee under this License is permissive and not adverse to the interest of the Town.
3. Term. The license shall extend for twenty (20) years from the date of this License Agreement and may thereafter be extended by mutual agreement of the parties upon terms and conditions negotiated at that time.
4. Indemnification. Licensee agrees to forever indemnify, defend, and hold harmless the Town, its managers, agents, and employees, against any and all claims, liabilities, or demands whatsoever relating to or arising out of the use of the right-of-way and the Licensed Area or arising out of or related to this License Agreement. Licensee shall be solely responsible to defend any such action, proceeding, or claim for which the Town may be entitled to indemnification, and the Town hereby agrees to fully cooperate with Licensee in the defense or settlement, as the case may be, of such action, proceeding or claim, but the Town reserves the right to participate in the defense of any such action, proceeding or claim at its own expense.



STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

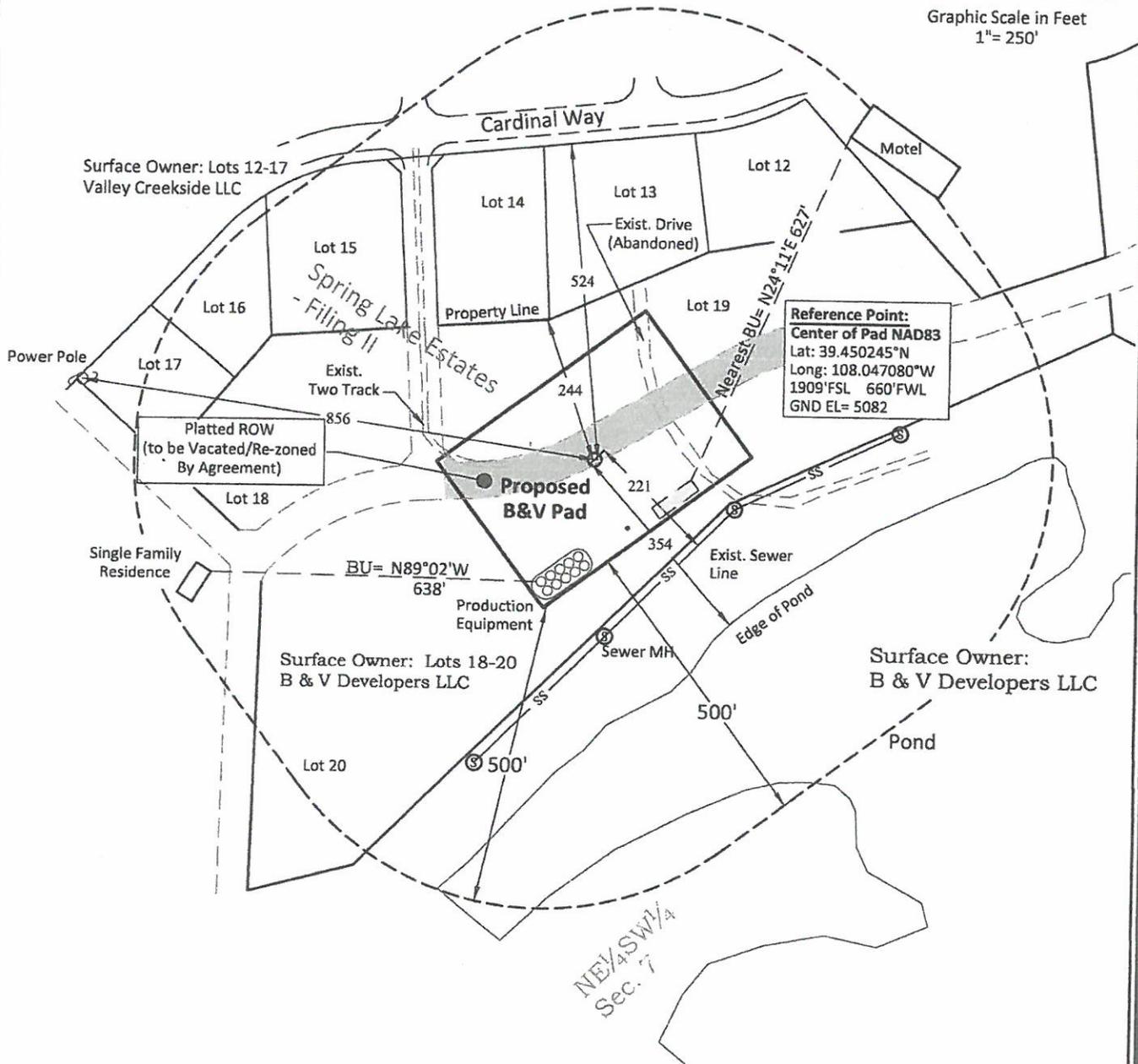
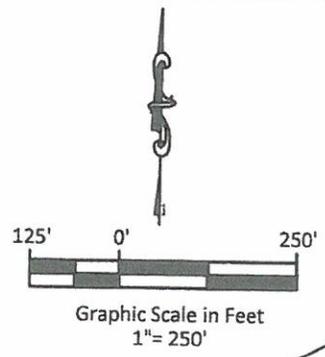
Acknowledged, subscribed and sworn to before me this 16 day of March,  
2015, by Jeff Powers on behalf of Ursa Operating Company, LLC.

WITNESS my hand and official seal. My Commission expires: 11/8/15.



My Commission Expires 11/08/2015

  
Notary Public (SEAL)



**Reference Point:**  
Center of Pad NAD83  
Lat: 39.450245°N  
Long: 108.047080°W  
1909'FSL 660'FWL  
GND EL= 5082

Visible Improvement Summary	
Improvement Type	Present Within 1Mi Y/N
Building	627'
Building Unit	Nearest= 627' from Prod. Facility
HOBU	1994'
DOAA	N/A
Public Roads/Trails	524'
Abv. Gnd. Utility	856'
Railroads	1098'
Property Line	244'
Surface Use	Undeveloped Commercial

**Notes or Comments:**

All Lots Shown Within Spring Lake Estates Filing II are Vacant.

PDOP at Time of Survey= 1.2  
Inst. Operator: P. Hoffmann

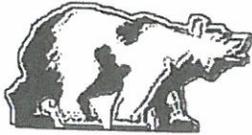
 **River Valley Survey, Inc.**  
110 East 3rd. Street, Suite 213  
Rifle, Colorado 81650  
Ph: 970-379-7846



Project: - RVS 06001-57

Field Date: 5-23-14	Scale: 1"= 250'
Date: 6-26-14	Sheet: 1 of 1
Rev 10-15-14	By: sea

**"Exhibit A"**  
**License to Encroach Agreement**  
**3-16-15**



# Ursa Operating Company LLC

792 Buckhorn Drive, Rifle, CO 81650

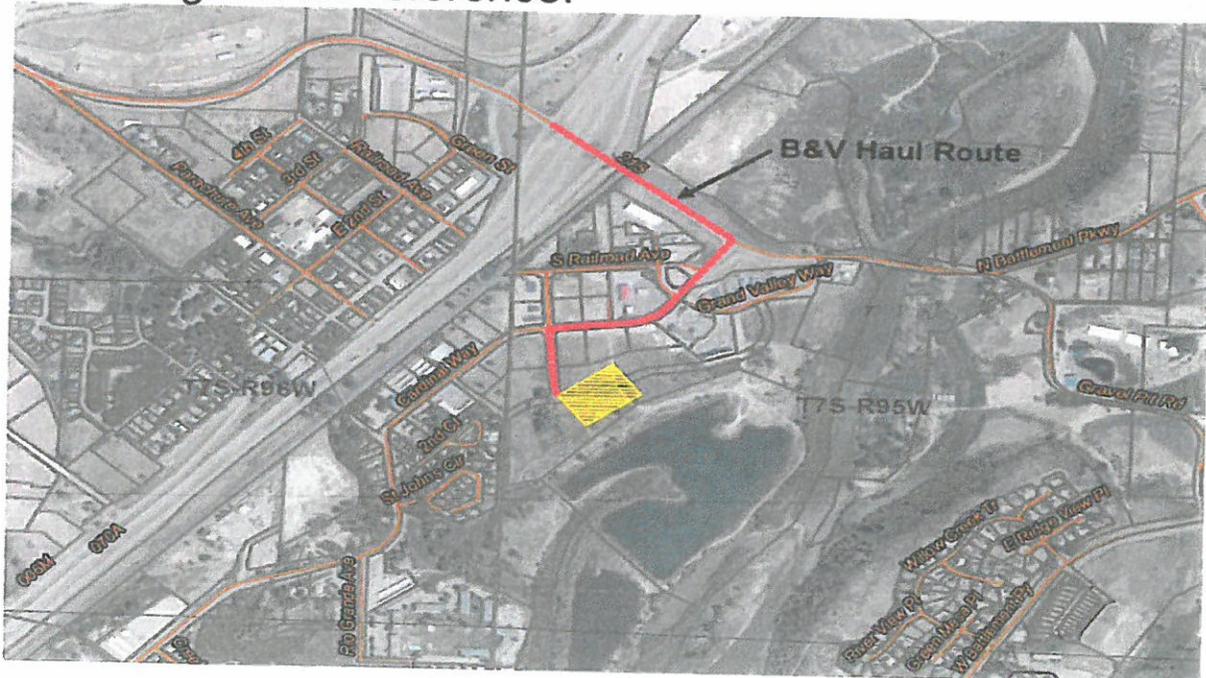
Hand Delivered Flyer - March 11, 2015

## RE: Ursa Operating Company - B&V Pad Construction

Dear Community Member,

As per the public meeting that Ursa held on February 19, 2015 at the Parachute Library, this is a note to remind you that Ursa plans on beginning construction of the B&V Pad location on or around **March 19 2015**.

See Diagram for reference:



For questions please contact us at the information provided below.

Jeff Powers – Ursa Landman  
970.309.9359 – Cell  
970.329.4376 - Office  
[jpowers@ursaresources.com](mailto:jpowers@ursaresources.com)



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## AGENDA ITEM

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**BOARD CONSIDERATION OF A RIGHT-OF-WAY  
REMEDICATION AGREEMENT BETWEEN THE TOWN OF  
PARACHUTE AND URSA OPERATING COMPANY LLC  
AND APPROVING THE MAYOR'S SIGNATURE.**



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

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

## STAFF REPORT

**DATE:** March 19, 2015  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: REQUEST TO APPROVE RIGHT-OF-WAY REMEDIATION AGREEMENT WITH URSA OPERATING COMPANY REGARDING THE USAGE OF TOWN STREETS**

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### Background

Ursa Operating Company is planning to construct a well pad for their B&V Well within the Spring Lakes Estates subdivision. The construction and operation of the well and subsequent operations will require significant use of the Town's roads by heavy equipment and machinery that has the potential to cause unanticipated damage to those roads, including, but not limited to Cardinal Way.

The Town is willing to allow Ursa to use the Town's roads along the Haul Route for the project subject to the provisions and terms of the remediation agreement.

### Staff Analysis

It appears that Cardinal Way was constructed to handle the weight of the heavy equipment and trucks that will be used by Ursa during the construction, drilling, and operations at this location. Nevertheless, it is prudent for the Town to agree with Ursa that it will reimburse the Town for any damages caused by this use.

### Attorney Review

Jeff Conklin, Town Attorney, drafted the Right-Of-Way Remediation Agreement.

### Recommendations

Staff recommends that the Board of Trustees approve the Right-of-Way Remediation Agreement between the Town of Parachute and Ursa Operating Company.

If you have any additional questions or concerns, please contact me at 970-285-7630.

## RIGHT-OF-WAY REMEDIATION AGREEMENT

THIS RIGHT-OF-WAY REMEDIATION AGREEMENT (the "Agreement") is made and entered into this 16 day of MARCH, 2015, by and between the TOWN OF PARACHUTE, COLORADO, a Colorado home rule municipality (the "TOWN") and URSA OPERATING COMPANY, LLC, a Colorado limited liability company ("Ursa").

WITNESSETH:

WHEREAS, Ursa is constructing a well pad for operations within the Town (the "Project") in the area depicted on the map attached as Exhibit A;

WHEREAS, construction and operation of the well pad shall require significant use of the Town's roads by heavy equipment and machinery, which has the potential to cause unanticipated damage to those roads, including but not limited to Cardinal Way;

WHEREAS, the portion of the Town's roads to be used for the Project are shown on Exhibit A as the "Haul Route," excluding Highway 215;

WHEREAS, the Town is willing to allow Ursa use of the Town's roads along the Haul Route for the Project, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated by reference herein.
2. Use of Haul Route. Ursa agrees to make reasonable use of the Haul Route for the Project and not cause damage thereto, normal wear and tear excepted.
3. Damage and Remediation. The Town may inspect the Haul Route before, during, and after the Project to determine impacts to the Haul Route caused by Ursa. In the event the Town discovers damage to the Haul Route caused by Ursa, the Town shall notify Ursa of such damage. Ursa shall have an opportunity to rebut that it has caused the damage or impacts within 48 hours of such notice. If Ursa does not object to the claim of damage or impact (or the damage or impact is otherwise determined to be caused by Ursa), Ursa shall be required to take the following actions to mitigate the damage or impact:
  - a. Ursa shall immediately repair, restore, remediate, reclaim, revegetate, and return the Haul Route and those portions of the Town property impacted or affected in any way by Ursa to a condition which matches and is consistent, so far as is reasonably possible, with its prior condition. Upon notice, Ursa shall complete such remediation work with FOUR TO SIX weeks.

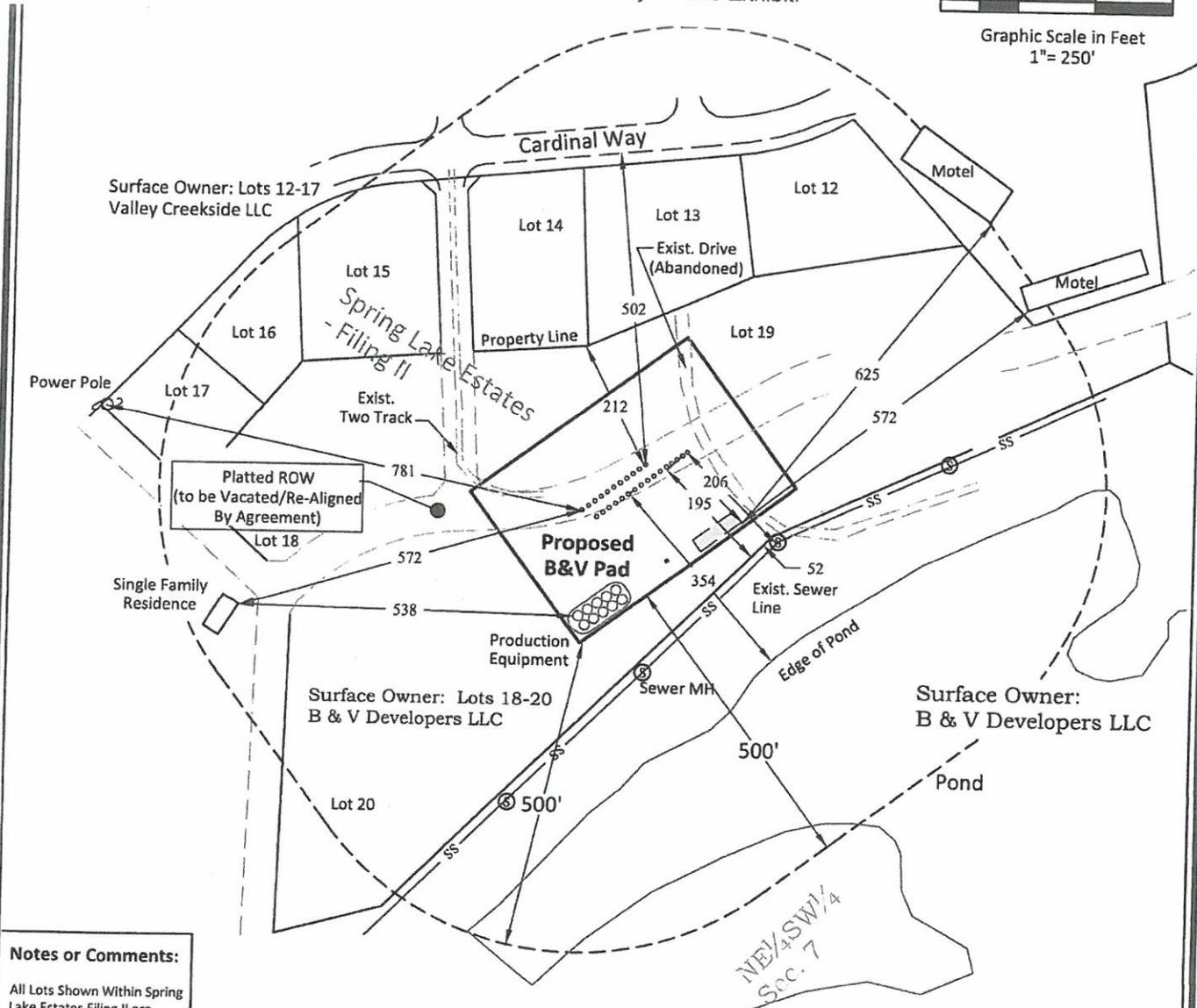
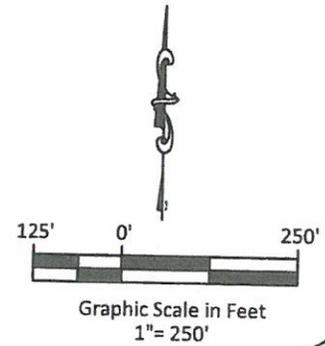
- b. In the event Ursa does not undertake the foregoing remediation measures, the Town may undertake such remediation work set forth above and Ursa shall compensate the Town for all reasonable costs of remediation.
4. Costs of Remediation Work. Ursa shall be solely responsible for the payment of all costs and expenses of whatever nature for all work necessary for the remediation work required by this Agreement, including but not limited to the costs of all permitting, grading, surveying, excavating, construction, repair, maintenance, replacement, infrastructure, labor, materials, equipment, improvements, reasonable legal fees, and other costs associated with the remediation work required.
  5. Term. This Agreement, and the obligations thereunder, shall expire upon later of the completion of the Project or completion of the remediation work required by this Agreement.
  6. Agreement to Indemnify. To the extent permitted by applicable law, Ursa agrees to indemnify, defend and hold the Town harmless from and against all losses, claims, demands, liabilities, injuries, damages, costs, and expenses, including without limitation, reasonable attorneys' fees and court costs, that may be asserted against the Town as a result of the operation of remediation work pursuant to this Agreement by Ursa, its agents, contractors, visitors, invitees, licensees, successors and assigns.
  7. Severability. Should any portion of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in force and effect.
  8. Entire Agreement. This Agreement is the entire agreement of the parties, and neither party has relied on any promises or representations except as expressly described herein.
  9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The District Court in and for Garfield County, Colorado, shall be the exclusive venue for any dispute arising hereunder. In the event of such a dispute, the prevailing party shall be entitled to reasonable expenses, including attorney fees.
  10. Fees and Expenses. Licensee agrees to reimburse the Town promptly upon receipt of a billing for all of the Town's costs and expenses relating to the negotiation, drafting, enforcement, and performance of this Agreement, including but not limited to recording fees, engineering fees, and attorney fees.



Exhibit "A"

Right-of-Way Remediation Agreement between Ursa  
And Town of Parachute (3/16/15)

This Exhibit is a copy of the permitting diagram required by the COGCC which shows Cardinal Way access to the pad location. It is understood that the section of road from the intersection of Cardinal Way and the Pad Access Road, east to the intersection with Highway 215 is subject to the Agreement, although not shown in its entirety on this Exhibit.



Notes or Comments:

All Lots Shown Within Spring Lake Estates Filing II are Vacant.

Distance to Section Line  
From Center of Pad:  
Lat:39.450245N Long:108.047080W  
1909' FSL  
660' FWL  
Elev. = 5082

Distance / Improvement Summary			
Improvement Type	Distance to Nearest Well	Measured From (Well Name)	Distance to nearest Production Facility
Building	572'	N/A	538'
Building Unit	572'	N/A	538'
HOBV	1972'	N/A	2070'
DDAA	N/A	N/A	N/A
Public Roads/Trails	502'	23C-17-07-95	591'
Abv. God. Utility	781'	N/A	830'
Railroads	1061'	N/A	1167'
Property Line	195'	33A-17-07-95	52'
Fence	500'+		500'+
Mines	500'+		500'+
Oil / Gas / Inj Wells	500'+		500'+
Water Well	500'+		500'+
Sewers Manholes	206'	33A-17-07-95	55'
Bodies of Water	354'	24C-17-07-95	210'
Channels / Ditches	500'+		500'+

**RVS** River Valley Survey, Inc.  
110 East 3rd. Street, Suite 213  
Rifle, Colorado 81650  
Ph: 970-379-7846

**Ursa** OPERATING COMPANY

Project: - RVS 06001-57	
Field Date: 5-23-14	Scale: 1" = 250'
Date: 6-26-14	Sheet: 1 of 1
Rev 02-11-15	By: sea

**Form 2A - Attachment D**  
Location Drawing  
**B & V Pad**  
Section 7, Township 7 South, Range 95 West



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## AGENDA ITEM

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**BOARD CONSIDERATION OF ENTERING INTO AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND KARP.NEU.HANLON ATTORNEYS AT LAW TO PROVIDE PROFESSIONAL SERVICES FOR LEGAL SERVICES AND AUTHORIZE MAYOR TO SIGN.**



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

---

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

## STAFF REPORT

**DATE:** March 19, 2015  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT:** CONSIDERATION OF CONTRACT WITH KARP.NEU.HANLON, ATTORNEYS AT LAW

### Background

The Town of Parachute currently engages Ed Sands of Sands Law Office for the provision of legal services for the Town, both general legal advisement and prosecuting attorney for the Town of Parachute Municipal Court.

The Board has had to opportunity to be introduced to and to interview Mr. James S. Neu and Mr. Jeffrey J. Conklin, partners in the Karp.Neu.Hanlon (KNH) law firm and has determined to pursue a professional services contract with the firm to provide legal services for the Town and to be appointed as Town Attorney.

### Staff Analysis

From time to time, it is important for the Town to evaluate the professional services provided to the Town, including the Town Attorney.

In providing legal services to Parachute, Jeff Conklin and Jim Neu will be the primary responsible attorneys; however, KNH will take a team approach to representing the Town that will allow the Town to benefit from over forty years of municipal legal experience. Depending on the task, certain research, review and drafting work would also be performed by the most appropriate attorney and/or paralegal to provide a particular expertise and the most cost effective services possible.

### Attorney Review

N/A

**Recommendations**

Staff recommends that the Board of Trustees approve the professional services agreement between the Town of Parachute and Karp.Neu.Hanlon, Attorneys at Law.

If you have any additional questions or concerns, please contact me at 970-285-7630.

**AGREEMENT BETWEEN THE TOWN OF PARACHUTE  
AND KARP.NEU.HANLON ATTORNEYS AT LAW  
TO PROVIDE PROFESSIONAL SERVICES FOR LEGAL SERVICES**

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**DATE:** MARCH 19, 2015

**PARTIES:** TOWN OF PARACHUTE, a Colorado municipal corporation, 222 Grand Valley Way, Parachute Colorado 81635 (Town).

KARP.NEU.HANLON ATTORNEYS AT LAW, a corporation, 201 14th Street Suite 200, P.O. Drawer 2030, Glenwood Springs, CO 81602 (Consultant).

**RECITALS:**

Town wishes to engage Consultant to provide legal services as needed and as further set forth in the Scope of Services (which services are hereinafter referred to as the "Services").

**TERMS:**

**Section 1. Scope of Services.** Consultant shall provide the Services as described in the attached *Exhibit A*, which is incorporated herein by reference. Town shall not be obligated to use Consultant for any specific project or for any projects at all during the term of this Agreement. Consultant shall bill Town on a monthly basis for professional services actually completed and costs incurred at the time of billing rendered at the hourly rates designated in *Exhibit A*. Consultant's schedule of fees may be updated from time to time upon approval of the Town Board of Trustees, in which case a revised Exhibit A shall be appended to this Agreement. In its sole discretion, the Town may contract with other consultants to provide the same or similar services during the term of this Agreement.

**Section 2. Term.** The term of this Agreement shall commence upon the signing of this Agreement by the Town. Town shall have the right to terminate this Agreement at any time with 30 days written notice to Consultant by providing written notice to Consultant of termination. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

**Section 3. Assignment.** This Agreement shall not be assigned by Consultant without the written consent of the Town.

**Section 4. Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

**Section 5. Exhibits.** All exhibits referred to in this Agreement are, by reference, incorporated herein for all purposes.

**Section 6. Delays.** Any delays in or failure of performance by any party of his or its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

**Section 7. Additional Documents.** The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

**Section 8. Entire Agreement.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

**Section 9. Time of the Essence.** Time is of the essence. If any payment or any other condition, obligation, or duty is not timely made, tendered or performed by either party, then this Agreement, at the option of the party who is not in default, may be terminated by the non-defaulting party, in which case, the non-defaulting party may recover such damages as may be proper.

**Section 10. Waiver.** A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

**Section 11. Governing Law.** This Agreement shall be governed by the laws of the State of Colorado.

**Section 12. Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

**Section 13. Indemnification.** Consultant expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

**Section 14. Insurance.** Consultant shall at its own expense keep in full force and effect during the term of this Agreement insurance in the following minimum amounts:

Consultant agrees to secure, at its own expense, a policy or policies of insurance sufficient to insure against the liability assumed by Consultant pursuant to the provisions of this paragraph. Consultant shall provide Town with a certification, by a properly qualified representative of the insurer, which any policy purchased pursuant to this Agreement complies with the conditions required by this Agreement.

Consultant shall not be relieved of any liability assumed pursuant to the foregoing paragraph by reason of its failure to secure insurance as required by this Agreement or by reason of its failure to secure insurance in sufficient amounts of sufficient durations, or sufficient types to cover such liability. The required policy shall meet the following conditions:

- a. The policy limits shall be as follows:
  1. The limit for an injury to one person in any single occurrence shall be not less than \$150,000 and the limit for an injury to two or more persons in any single occurrence shall be not less than \$600,000. Costs of defense shall not be included within such limits. However, if costs of defense are included, the minimum limits shall be \$250,000 for injury to one person in any single occurrence and \$800,000 for injuries to two or more persons in any single occurrence.
  2. Professional liability insurance with a limit of not less than \$1,000,000.
- b. The policy shall include Town as an additional insured on Consultant's general liability and automobile liability insurance policies. The parties hereto understand and agree that Town is relying on and does not waive or intend to waive by this Agreement, any provision hereof, including the provisions of this paragraph, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, et seq., as from time to time amended, or otherwise available to Town.
- c. The insurer shall give Town notification of any cancellation or termination by refusal to renew the policy or any change in coverage of the policy in the manner provided by law. If no such notification is provided by law, the insurer shall give Town at least 30 days prior written notification of any cancellation or termination by refusal to renew the policy or of any material change by endorsement in coverage of the policy.
- d. Consultant shall be responsible for any deductible losses under the policy.
- e. If the policy is a claims made policy, the Consultant agrees to renew such policy for at least two years after the expiration of this Agreement.

- f. If the policy is a claims made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto.
- g. If Consultant purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the Agreement is signed by the parties hereto.

Triplicate copies of the policies or certificates of insurance acceptable to Town shall be filed with Town within seven (7) calendar days after the Agreement is signed by the parties hereto. The policies or certificates shall be issued by Consultant and name as the insured Consultant and any of its designated employees or agents.

**Section 15. Worker's Compensation.** Consultant shall at its own expense keep in full force and effect during the term of this Agreement Statutory Worker's Compensation Insurance.

**Section 16. Subcontractors.** Consultant may utilize subcontractors identified in its Qualifications submittal to assist with non-specialized works as necessary to complete projects. Consultant will submit any proposed sub-contractor and the description of their services to the Town for approval. The Town will not work directly with the subcontractors.

**Section 17. Independent Contractor.** Consultant and Town hereby represent that Consultant is an independent contractor for all purposes hereunder. As such, Consultant is not covered by any worker's compensation insurance or any other insurance maintained by Town except as would apply to members of the general public. Consultant shall not create any indebtedness on behalf of the Town.

**Section 18. No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Town and Consultant, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than Town or Consultant receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**Section 19. Prohibition Against Hiring Illegal Aliens.** Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. 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 will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, 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. Consultant is prohibited from using the E-verify program

or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Consultant obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Consultant shall:

- a. Notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph 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.

Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Consultant violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, Town may terminate the contract for breach of contract. If the contract is so terminated, the Consultant shall be liable for actual and consequential damages to the Town.

**TOWN OF PARACHUTE**

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

**ATTEST:**

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

**CONSULTANT:**

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

**STATE OF** )  
 ) **ss.**  
**COUNTY OF** )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Witness my official hand and seal.

My commission expires: \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Notary Public

**Consultant's Pre-Contract Certification  
Regarding Employing Illegal Aliens**

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. §§ 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

**Consultant:**

By \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit "A"**

**Scope of Work**

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**Proposal for Legal Services**

Jeffrey J. Conklin  
[jjc@mountainlawfirm.com](mailto:jjc@mountainlawfirm.com)

James S. Neu  
[jsn@mountainlawfirm.com](mailto:jsn@mountainlawfirm.com)

January 21, 2015

***Via Email and U.S. Mail***

Stewart McArthur  
Town Manager  
P.O. Box 100  
222 Grand Valley Way  
Parachute, CO 81635

Re: Proposal for Legal Services

Dear Mayor and Trustees:

Karp Neu Hanlon, P.C. (“KNH”) is pleased to provide this proposal for legal services to the Town of Parachute. KNH is a full service, Martindale Hubble AV-rated law firm with its principal offices in Glenwood Springs, Colorado, and is composed of twelve attorneys and three paralegals/legal secretaries. KNH has extensive skills, experience and background in providing legal services to local governmental entities that we believe would prove valuable to the Town.

KNH currently serves as general counsel for the City of Rifle, the Town of Silt, the Town of Minturn, the City of Salida, and the Town of Collbran as well as special counsel for the Town of New Castle, the City of Glenwood Springs, and the City of Littleton. In addition, KNH represents several special districts and government authorities such as: the Spring Valley Sanitation District, West Glenwood Sanitation District, Aspen Fire Protection District, Glenwood Springs Downtown Development Authority, Garfield County Emergency Communications Authority, and the Garfield County Clean Energy Collaborative.

In providing legal services to Parachute, Jeff Conklin and Jim Neu would be the primary responsible attorneys; however, KNH takes a team approach to representing governmental clients which allows the client to benefit from over forty years of municipal legal experience. Depending on the task, certain research, review and drafting work would also be performed by the most appropriate attorney or paralegal (with oversight by an attorney) to provide a particular expertise and the most cost effective services possible. We are very proficient at working remotely with our clients and we will be available to attend Town Trustee meetings and work sessions, as well as assist with the preparation of Trustee packet materials. A Firm Resume is attached which provides more details on the attorneys in the firm and our practice areas of expertise. Because of the size of our firm and depth of our experience, an attorney at KNH will always be available to assist the Town at any time.

As a result of our work for Colorado public entity clients, we are well-versed in local government law. KNH has represented municipal clients on matters including:

- Public meetings and records including the Open Records Act, Open Meetings Law, requirements related to executive sessions, public notice requirements, drafting ordinances and resolutions, and procedures for conducting public meetings.
- Planning, zoning and project development including comprehensive plan development, zoning enforcement, building code violations, annexations, development agreements, review of subdivisions and other special or conditional uses, subdivision improvement agreements, and land use code updates.
- Municipal Court prosecution.
- Public facility development including issuance of bonds and obtaining other types of municipal finance, real property acquisition, water rights review, eminent domain and construction contract review.
- Public finance law including TABOR issues, budgets, enterprises, and public tax law.
- Extensive employment law practice including drafting and updating personnel manuals, preparing employment contracts and advising human resource managers.
- Election law including working with municipal clerks on the requirements for conducting a local election.
- Liquor licensing including enforcement for violations of liquor license requirements.
- Intergovernmental agreements and authorities, including negotiating with state entities, counties and special districts to set up agreements to provide services.
- Utility law, including drafting utility codes, setting up utility service plans, reviewing contractor agreements, drafting franchise agreements, water right dedication and tap fee policies, utility liens, and collection of unpaid utility bills.
- Litigation practice including enforcement of contracts, easement and real property disputes, employment defense and other matters not covered by CIRSA. KNH attorneys have successfully argued cases in the Colorado Court of Appeals and the Colorado Supreme Court.
- Water law including assessing water right dedications, water right title, water court applications, decreeing plans for augmentation, and water court litigation (including in the Colorado Supreme Court).

Our working knowledge of municipal law issues would allow for an easy transition in our representation of the Town, and we could immediately assist with Parachute's specific needs. Karp Neu Hanlon is committed to making its professional services available to local governments at reasonable rates. Our highest hourly rate for any attorney working on Parachute matters would be \$190. The attached rate sheet details our attorney and paralegal rates. All of our attorneys are licensed in Colorado and in good standing.

The lawyers at Karp Neu Hanlon take an active interest in the goals and concerns of our public entity clients and we are actively involved with the Colorado Municipal League. We strongly encourage you to contact the following references:

Matt Sturgeon, City Manager  
City of Rifle  
P.O. Box 1908  
Rifle, CO 81650  
(970) 625-6235  
[msturgeon@rifleco.org](mailto:msturgeon@rifleco.org)

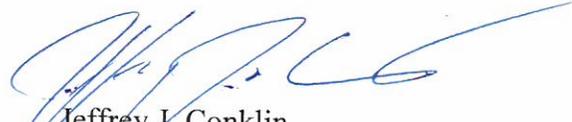
Willy Powell, Town Manager  
Town of Minturn  
P.O. Box 309  
Minturn, CO 81645  
(970)827-5645  
[manager@minturn.org](mailto:manager@minturn.org)

Pamela Woods, Town Administrator  
Town of Silt  
P.O. Box 70  
Silt, CO 81652  
[administrator@townofsilt.org](mailto:administrator@townofsilt.org)

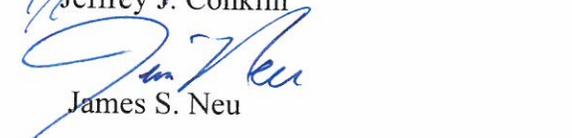
Frank Breslin, Mayor  
Town of New Castle  
P.O. Box 90  
New Castle, CO 81647  
[frankbres@yahoo.com](mailto:frankbres@yahoo.com)

We would welcome the opportunity to discuss the services that Karp Neu Hanlon can offer to the Town in greater detail. Please feel free to contact us for additional information.

Very truly yours,  
KARP NEU HANLON, P.C.



Jeffrey J. Conklin



James S. Neu

## KARP NEU HANLON, P.C.

### 2015 HOURLY RATE CHART

POSITION	NAME	INITIALS	HOURLY RATE
Partner	Sander N. Karp	SNK	\$255.00
Partner	James S. Neu	JSN	\$190.00
Partner	Karl J. Hanlon	KJH	\$190.00
Partner	Michael J. Sawyer	MJS	\$185.00
Partner	James F. Fosnaught	JFF	\$185.00
Partner	Jeffrey J. Conklin	JJC	\$175.00
Of Counsel	Richard I. Zuber	RIZ	\$375.00
Of Counsel	Anna S. Itenberg	ASI	\$185.00
Of Counsel	Greg S. Russi	GSR	\$225.00
Of Counsel	Hollie L. Wieland	HLW	\$190.00
Associate	Matthew L. Trinidad	MLT	\$175.00
Associate	Patrick Barker	PLB	\$165.00
Paralegal	Erika L. Watkins	ELW	\$95.00
Paralegal	Virginia M. Lemon	VML	\$95.00
Paralegal	Angelique P. Petterson	APP	\$80.00
Expenses			Rate
Mileage current IRS rate as it may be amended throughout the year			\$0.565 per mile(current IRS rate)
Photo Copies			\$0.25 per copy
Facsimile Transmissions			\$1.00 per page
Color Photo Copies			\$1.25 per copy
Scanning			\$0.10 per page
Computer Research outside of the Firm's West Law libraries			Actual cost of access time accumulated
OTHER EXPENSES ARE BILLED AT ACTUAL COSTS			

The above rates are subject to change annually.

*All Accounts Due in 30 days. Overdue Accounts will be Assessed 1.5% per month (18% A.P.R.) In the event an action is required to collect payment, client agrees to pay reasonable attorneys' fees and costs of collection.*



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## AGENDA ITEM

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**BOARD CONSIDERATION OF PURCHASING THE NEPTUNE MRX920 MOBILE DATA COLLECTOR FOR WATER METER READING AND AUTHORIZE THE MAYOR TO SIGN.**



# 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

## STAFF REPORT

**Date:** March 4<sup>th</sup> 2015

**To:** Town of Parachute Board of Trustees

**From:** Mark King, Public Works Director

**Subject:** **RECOMMENDATION TO ACQUIRE NEPTUNE MRX920 MOBILE DATA COLLECTOR FOR WATER METER READING.**

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### Background

About seven years ago the Town purchased some radio equipment for reading meters. At that time it took a day to have a public works employee manually read all the, commercial and out-of-town meters. There was talk about reading all residential meters, eventually. The following year I ordered a radio and new heads for the commercial and out-of-town meters, with the intention to get all the meters in Town on the radio system.

### Staff Analysis

Currently all the meters are converted to the new radio read heads.

Neptune has an exclusive contract with the radio manufacturer. I can't purchase the radio directly. We need to go through the Neptune dealer, thus Neptune is a sole source provider.

I talked to the Neptune representatives and arranged a demonstration on a couple radios that other municipalities use. He brought two radios out. The first one was called a walk-buy unit and it did not work much better than the one we currently use. The second radio was a drive-by unit and it was the less expensive of the two and worked very well.

I would like to replace our old unit with a new one.

**Attorney Review**

N/A

**Recommendations**

It is my recommendation that we go with the MRX 920 mobile data collector. ( See attached bid.) This comes with two days of training for staff. It will minimize staff time so we can continue to do other projects.

If you have any questions feel free to call me at (970) 986-1821

**NEPTUNE TECHNOLOGY GROUP INC.**

**COST PROPOSAL FOR MRX920 MOBILE DATA COLLECTOR**

Description	Parts #	Qty	Unit Price	Extended
MRX920 Mobile Data Collector	13120-000	1	\$ 6,875.00	\$ 6,875.00
12 V Quick Connect Power Cable	13094-001	1	\$ 156.00	\$ 156.00
Roof Mount Antenna	12309-001	1	\$ 87.00	\$ 87.00
Carrying Bag with seat belt strap	13125-001	1	\$ 37.00	\$ 37.00
Y-Splitter, Cigarette Lighter	13126-001	1	\$ 18.00	\$ 18.00
Power Inverter, 100 W	13127-001	1	\$ 75.00	\$ 75.00
Laptop Vehicle Power Supply, 90 W	13128-001	1	\$ 160.00	\$ 160.00
<b>USB Cable with secure connector</b>	<b>13100-001</b>	<b>1</b>	<b>\$ 52.00</b>	<b>\$ 52.00</b>
Software Maintenance-3 year contract-4.6	13275-500	1	\$ 2,534.92	\$ 2,534.92
R900 Belt Clip Transceiver	13302-000	1	\$ 2,275	\$ 2,275.00
Training/Implementation	12674-001	1	\$ 3,200	\$ 3,200.00
Laptop with windows 7 Pro (to be supplied by the town)				
	<b>Total Price</b>			<b>\$ 15,469.92</b>
<b>Mobile Desk</b>	<b>13106-001</b>	<b>1</b>	<b>\$ 325</b>	<b>\$ 325.00</b>
<b>Option for Esri maps (not released yet) Possible launch in March</b>				
Neptune MX 4.0 GIS Mapping Module		1	\$ 500.00	\$ 500.00
Latest ERSI Map (Annual)		1	\$ 300.00	\$ 300.00
	<b>Total Price</b>			<b>\$ 800.00</b>
PO is				



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## AGENDA ITEM

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**BOARD TO ACCEPT JOHN YADLOSKI'S LETTER OF  
RESIGNATION**

# John E. Yadloski

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418 W FIRST ▪ STREET P.O. 333 ▪ PARACHUTE, CO 81635 ▪ 970-985-5915

March 19, 2014

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

**SUBJECT: NOTIFICATION OF RESIGNATION FROM THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE**

Dear Roy,

It is with deep sadness that I must inform you of my need to resign from the Board of Trustees of the Town of Parachute effective immediately. My current health does not allow me to perform the functions of the role to the extent that I desire and the Town deserves from a member of the Board.

I have enjoyed my time spent on the Board.

I love the Town of Parachute and wish you well.

Regretfully yours,

John E. Yadloski

SSMc



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## AGENDA ITEM

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**BOARD CONSIDERATION OF AN ORGANIZATION  
RESOLUTION AND AGREEMENT FOR CREDIT CARD  
PROGRAM WITH UMB BANK AND AUTHORIZATION  
OF TOWN TO SIGN.**



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

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

## STAFF REPORT

**DATE:** March 19, 2015  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: CONSIDERATION OF RESOLUTION AND AGREEMENT FOR CREDIT CARD PROGRAM**

### Background

Currently, the Town has issued individual credit cards to specific staff to acquire goods and services below the level of requiring individual quotes or proposals. These cards are from Wells Fargo Bank and each card is issued its own individual billing statement.

### Staff Analysis

Town Staff has analyzed cancelling these individual cards and moving to an official Purchasing Card (P-Card) program. Staff has evaluated and interviewed the UMB Purchasing Card Program. The UMB Visa Purchasing Card helps simplify your purchasing program and lets your employees focus on more profitable tasks.

The benefits of a P-Card program versus using traditional cards include:

- Streamline complicated purchase order process
- Eliminate time and paperwork associated with requisitions, approvals, purchase orders and invoice processing
- Simplify payment process
- Simplify Transaction Entry into existing accounting software
- Reduce number of checks issued
- Eliminate petty cash vouchers
- Timely payment to suppliers
- Improves supplier relationships

The UMB Visa Purchasing Card can control and limit purchases automatically. This system effectively eliminates the time-intensive, manual purchase approval process.

- Single transaction dollar limit
- Specify the maximum amount of any single purchase
- Spending limits
- Control the monthly spending limit on any account
- Vendor Blocking
- Restrict card usage to include or exclude purchases

#### UMB Visa Purchasing Card Benefits

- Year-End Cash Back Rewards Incentive based on purchases (Approximately 1.5%)
- Online Account Access
- Transaction Retrieval Direct to Accounting Software
- Travel Insurance
- Travel and Emergency Assistance
- Medical Referral
- Legal Referral
- Auto Rental Insurance
- Emergency Cash and Card Replacement
- Worldwide Acceptance
- Instant Cash Access

#### **Attorney Review**

N/A

#### **Recommendations**

Staff recommends approving the resolution and agreement for the UMB Purchasing Cards.

If you have any additional questions or concerns, please contact me at 970-285-7630.



# UMB Colorado Purchasing Card Consortium

## Experience the Consortium benefits today

UMB is strongly committed to providing purchasing cards and card based payment solutions to the public sector. As we understand the current budget hardships that are plaguing so many entities, UMB created this Consortium to benefit the public sector and help them gain additional revenue. With our dedicated customer service and no cost technology, we can help you achieve more with less.

### UMB Colorado Purchasing Card Consortium Benefits

Increased rebate	<ul style="list-style-type: none"> <li>No minimum level of spend to receive the rebate.</li> <li>No average transaction requirements.</li> <li>Rebate level driven by the consortium participants' aggregate spend.</li> </ul>
Cost savings	<ul style="list-style-type: none"> <li>No annual card fee.</li> <li>No technology fee.</li> <li>No implementation or training fee.</li> </ul>
Dedicated customer service	<ul style="list-style-type: none"> <li>Committed service team to help maximize your program.</li> <li>Customized solutions based on UMB's expertise.</li> </ul>

### UMB Purchasing Card Benefits

Significant cost savings	<ul style="list-style-type: none"> <li>Receive 55-90% cost savings with purchasing card efficiencies for purchase order and payment processes.</li> </ul>
Improved operational efficiencies	<ul style="list-style-type: none"> <li>Streamline purchase order processes and eliminate the time and paperwork associated with requisitions, approvals and invoice processing.</li> </ul>
Improved supplier relationships	<ul style="list-style-type: none"> <li>Provide more timely payments to suppliers.</li> </ul>
Improved reconciliation	<ul style="list-style-type: none"> <li>Integrate with accounting systems and online reporting for efficient reconciliation.</li> </ul>
Enhanced purchasing control	<ul style="list-style-type: none"> <li>Single transaction dollar limits – specify the maximum amount of any single purchase.</li> <li>Spending limits – establish a monthly spending limit on any account.</li> <li>Vendor blocking – restrict card usage to include or exclude vendors.</li> </ul>

### Supplier Benefits

Timely and predictable payments	<ul style="list-style-type: none"> <li>Improve cash flow.</li> </ul>
Reduced costs	<ul style="list-style-type: none"> <li>Reduce paperwork.</li> <li>Limit costs.</li> </ul>
Improved relationship	<ul style="list-style-type: none"> <li>Provide enhanced customer service.</li> <li>Achieve and maintain preferred supplier status.</li> </ul>





# Colorado Purchasing Card Consortium Rebate Scale

## UMB Consortium Outlook

The UMB Colorado Purchasing Card Consortium continues to grow each year. With more than 70 public sector clients, the Consortium exceeded \$100 million in aggregate volume in 2013, resulting in a rebate of 1.35%. UMB is proud to offer this Consortium program to all government entities in the state of Colorado, regardless of size.

## Consortium Rebate Scale

	Annual Volume	30-day pay	Rebate Level 20-day pay	10-day pay
A	\$5,000,000 to \$14,999,999	0.85%	0.91%	0.98%
B	\$15,000,000 to \$24,999,999	1.00%	1.06%	1.13%
C	\$25,000,000 to \$39,999,999	1.18%	1.24%	1.31%
D	\$40,000,000 to \$49,999,999	1.28%	1.34%	1.41%
E	\$50,000,000 to \$59,999,999	1.30%	1.36%	1.43%
F	\$60,000,000 to \$69,999,999	1.32%	1.38%	1.45%
G	\$70,000,000 to \$79,999,999	1.33%	1.39%	1.46%
H	\$80,000,000 to \$99,999,999	1.34%	1.40%	1.47%
I	\$100,000,000 +	1.35%	1.41%	1.48%

## New Program Bonus

New program conversions from non-UMB clients will receive a .05% (5 basis points) bonus for the first three years of the agreement.

## References

Please contact a few of our current clients below to learn how the Consortium benefited their organizations.

**Gerry S. Paul**  
City of Fort Collins  
gspaul@fcgov.com

**Diana Morton**  
Larimer County, CO  
mortondj@co.larimer.co.us

**Jerel Nielson**  
Poudre School District  
jnielsen@psdschools.org



**ORGANIZATION RESOLUTION AND AGREEMENT  
FOR CREDIT CARD PROGRAM**

S. DENISE CHIARETTA, who is the undersigned Recordkeeper for TOWN OF PARACHUTE  
MUNICIPAL  
GOVERNMENT (the "Organization"), a GOVERNMENT (type of entity) organized  
under the laws of COLORADO (state), does hereby certify:

1. That he/she is the Secretary or Assistant Secretary, or an officer, partner, owner, principal, manager, member or other person having lawful custody of the official records of the above Organization (the "Recordkeeper") and is authorized to provide this document to UMB Bank, n.a. ("Bank").
2. That at a meeting of the governing body of the Organization duly held on MARCH 19, 2015 (date) and at which a quorum was present and acting throughout, or pursuant to the unanimous written consent of its members, the following Resolution and Agreement was duly adopted and approved and is currently in full force and effect, and has not been amended or rescinded:

**RESOLVED**, that a credit card authority for this Organization be established by the Designated Officer named in the section immediately below with UMB Bank, n.a., and that separate accounts and credit cards ("Cards") under said authority be opened and issued by Bank in the name of this Organization for use by employees and agents of this Organization who are identified from time to time by the Designated Officer, or by any successor to the Designated Officer identified from time to time by the Recordkeeper (or by the successor to the Recordkeeper), and that the Organization authorizes the use of the Cards in accordance with the Cardholder Agreement that is sent by Bank with the Cards; and

**RESOLVED FURTHER**, that STUART MCARTHUR is the Designated Officer referred to in the above section of this Resolution, and that the Designated Officer or any successor to the Designate Officer designated in writing by the Recordkeeper (or by a successor Recordkeeper) may from time to time: request that Cards be issued in the name of this Organization; request that the credit limits and purchase controls be changed on existing Cards issued in the name of this Organization; designate additional persons authorized to use Cards issued by Bank in the name of this Organization; request termination of use of existing Cards; and communicate other pertinent information to Bank; and

**RESOLVED FURTHER**, that the forgoing resolution shall remain in full force and effect until written notice of an amendment or rescission thereof is delivered to and received for by Bank; and

**RESOLVED FURTHER**, that the Recordkeeper be and he/she is hereby authorized and directed to certify to Bank this resolution and that the Recordkeeper signing this Resolution and Agreement or any person designated in writing by the Recordkeeper, is authorized to certify to the Bank the names and signatures of persons authorized to act on behalf of the Organization under the foregoing Resolution and Agreement, and from time to time hereafter, as additions to or changes in the identity of said Recordkeeper are made, such Recordkeeper or designee shall immediately report, furnish and certify such changes to the Bank, and shall submit to Bank a new incumbency certificate or other document reflecting such changes in order to make such changes effective; and

**RESOLVED FURTHER**, that the foregoing resolution was adopted in accordance with the governing documents of the Organization, and that such resolution is now in full force and effect.

**IN WITNESS WHEREOF**, the undersigned Recordkeeper has subscribed his or her name and, if appropriate or required, applied the seal of the Organization to this Resolution and Agreement as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RECORDKEEPER**

**Signature by Secretary, Assistant Secretary, or other Person certifying to this Resolution and Agreement**

\_\_\_\_\_  
Signature  
Name: S. DENISE CHIARETTA  
Title: TOWN CLERK

**ADDITIONAL OFFICER**

**Signature by Second Person, certifying to incumbency of Recordkeeper**

\_\_\_\_\_  
Signature  
Name: ROY MCCLUNG  
Title: MAYOR

**Affix Seal, if required by Organization's governing documents.**

**Additional Signatures of Members, Partners or Other Required Persons**

The undersigned persons, being Members, General Partners, or other persons required under the governing documents of the foregoing Organization Resolution and Agreement for Credit Card Program, hereby consent to the adoption thereof.

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Signature  
Name: JUANITA WILLIAMS  
Title: MAYOR PRO TEM

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Signature  
Name: NORMAN FECK  
Title: TRUSTEE

---

Signature  
Name: JOHN LOSCHKE  
Title: TRUSTEE

---

Signature  
Name: TIM OLK  
Title: TRUSTEE

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Signature  
Name: TOM RUGAARD  
Title: TRUSTEE

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Signature  
Name:  
Title:

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Signature  
Name:  
Title:

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Signature  
Name:  
Title:

**Guidelines for Completion** for Customers that are U.S. legal entities:

- Corporation: The Recordkeeper signing above should be the corporate secretary or assistant secretary. The second person may be the Chairman, President, CEO, a Board member, the Treasurer or the CFO.
- Partnership, Limited Liability Partnership, Limited Liability Company, or Sole Proprietor: All general partners, all members, or the sole proprietor must sign this form, unless Organization's governing documents specify that a manager, managing general partner or other person may act. In any event, a second general partner or member must sign in the second place. Sole proprietors do not require a second signature.
- Governmental Entity: The Treasurer must sign in the first place, unless the Organization's charter specifies otherwise. The entity's Chairperson, Vice Chairperson, or Counsel must sign in the second place.



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## AGENDA ITEM

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### BOARD CONSIDERATION OF ORDINANCE NO. 680

AN ORDINANCE OF THE TOWN OF PARACHUTE,  
COLORADO, ENACTING CHAPTER 6.12 OF THE  
PARACHUTE MUNICIPAL CODE CONCERNING  
LICENSED LIQUOR ESTABLISHMENT  
REQUIREMENTS.

**TOWN OF PARACHUTE  
ORDINANCE NO. 680**

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**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO ENACTING CHAPTER  
6.12 OF THE PARACHUTE MUNICIPAL CODE CONCERNING LICENSED LIQUOR  
ESTABLISHMENTS REQUIREMENTS.**

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

Section 1. That Title 6 of the Parachute Municipal Code is hereby amended to include the following additional Chapter:

Chapter 6.12

LICENSED LIQUOR ESTABLISHMENTS - REQUIREMENTS

6.12.010 Alcoholic Beverage Tastings. A. In accordance with Section 12-47-301(10)(a), C.R.S., retail liquor store licensees and liquor-licensed drugstore licensees are authorized to conduct alcoholic beverage tastings subject to the limitations contained in Section 12-47-301(10), C.R.S., and subject to the approval by the Board of Trustees, acting as the local licensing authority, of an alcoholic beverage tastings permit application and payment of all requisite fees.

B. A retail liquor store licensee or a liquor-licensed drugstore licensee who desires conduct tastings may submit an application or application renewal to the Board of Trustees, acting as the local licensing authority. The Board of Trustees may reject the application if the applicant fails to establish that he or she is able to conduct tastings without violating the provisions of Section 12-47-310(10), C.R.S. or creating a public safety risk to the neighborhood. An approved alcoholic beverage tastings permit shall have an expiration date concurrent with the establishment's existing retail liquor store license or liquor-licensed drugstore license and shall be subject to annual renewals accordingly.

C. The applicant for an alcoholic beverage tastings permit shall certify on the application that all persons serving alcoholic beverages at tastings have completed a server training program that meets the standards established by the Liquor Enforcement Division of the Colorado Department of Revenue. The applicant shall also state on the application the days and times that tastings will occur. The licensee shall give at least twenty-four (24) hours prior notice to the Parachute Police Department of any deviations in the tastings schedule as set forth in the application.

D. Every application for an alcoholic beverage tastings permit or renewal thereof shall be accompanied by an application fee in the amount of seventy five dollars (\$ 75.00), and an annual renewal fee of fifty dollars (\$50.00).

**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 March, 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 ENACTING CHAPTER  
6.12 OF THE PARACHUTE MUNICIPAL CODE CONCERNING LICENSED LIQUOR  
ESTABLISHMENTS – REQUIREMENTS.**

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

**TOWN OF PARACHUTE**

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S. Denise Chiaretta, Town Clerk