



**AGENDA**  
**TOWN OF PARACHUTE**  
**BOARD OF TRUSTEES REGULAR MEETING**  
**APRIL 16, 2015**  
**222 GRAND VALLEY WAY, PARACHUTE, CO**  
**6:30 P.M.**

**(A) ROLL CALL**

**(B) PLEDGE OF ALLEGIANCE**

**(C) APPROVE AGENDA**

**(D) CONSENT AGENDA:**

- (1) MINUTES FROM THE MARCH 19, 2015, REGULAR MEETING *(Will be a Handout)*
- (2) EXPENDITURES PAID IN MARCH 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) PRESENTATION BY WILLIAMS REGARDING THE STATUS OF THE NATURAL GAS SPILL IN PARACHUTE CREEK**

WILLIAMS: PAT McCOWN

STAFF: STUART McARTHUR, TOWN MANAGER

**(H) PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES FOR A SPECIAL REVIEW APPLICATION**

**APPLICANT/OWNER:** Ursa Operating Company, LLC  
792 Buckhorn Drive  
Rifle, CO 81050

**PROJECT NAME:** Special review to seek authorization from the Town of Parachute to produce oil and natural gas products in an area (Spring Lake Estates) that is currently zoned Service Commercial.

**PROJECT LOCATION:** Spring Lakes Estates Subdivision

**LEGAL DESCRIPTION:** Section: 7  
Township: 7  
Range: 95  
Subdivision: SPRING LAKE ESTATES, PHASE II Lots: 18, 19, and 20  
A RESUB OF LOTS 1,2 &3, SEC A;LOTS 1,2 & 3, SEC D;LOT 1, SEC B;& LOTS 1-A & 3, SEC C  
Town of Parachute  
County of Garfield  
State of Colorado

**STAFF:** STUART McARTHUR, TOWN MANAGER

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**(I) JOINT MEETING WITH THE TOWN OF PARACHUTE BOARD OF TRUSTEES AND THE GRAND VALLEY PARKS ASSOCIATION BOARD OF DIRECTORS REGARDING THE PROPOSED EVENTS CENTER.**

**STAFF:** STUART McARTHUR, TOWN MANAGER

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**(J) BOARD CONSIDERATION OF ORDINANCE NO. 681 AMENDING THE TOWN OF PARACHUTE'S MUNICIPAL CODE REGARDING BULK WATER RATES.**

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING SECTION 9.17.120 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE TOWN'S DOMESTIC WATER SYSTEM SERVICE FEES BY ESTABLISHING RATES FOR THE USE OF BULK WATER**

**STAFF:** STUART McARTHUR, TOWN MANAGER

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**(K) BOARD CONSIDERATION OF ORDINANCE NO. 682 REGARDING AMENDING THE TOWN OF PARACHUTE'S MUNICIPAL CODE TO ALLOW FOR CHICKENS TO BE RAISED WITHIN THE TOWN LIMITS**

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING CHAPTER 0.03.030(B) OF THE PARACHUTE MUNICIPAL CODE, CONCERNING FOWL OR POULTRY PROHIBITED.**

**STAFF:** STUART McARTHUR, TOWN MANAGER

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(L) **BOARD CONSIDERATION OF A RESOLUTION NO. 2015-06 APPOINTING KARP.NEW.HANLON ATTORNEYS AT LAW AS THE TOWN ATTORNEY.**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO APPOINTING AND REPLACING LEGAL COUNSEL FOR THE TOWN.**

STAFF: STUART McARTHUR, TOWN MANAGER

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(M) **BOARD CONSIDERATION OF ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN GARFIELD COUNTY COMMISSIONERS AND THE TOWN OF PARACHUTE AND THE OTHER MUNICIPALITIES IN THE COUNTY FOR MOSQUITO CONTROL IN THE TOWN AND APPROVE MAYOR TO SIGN.**

STAFF: STUART McARTHUR, TOWN MANAGER

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(N) **BOARD CONSIDERATION OF ENTERING INTO A CONTRACTUAL ARRANGEMENT WITH CODE PUBLISHING FOR PURPOSES OF BRINGING THE TOWN OF PARACHUTE'S MUNICIPAL CODE UP-TO-DATE (RECODIFICATION) AND TO MAINTAIN THE TOWN'S CODE ON A REGULAR BASIS AND APPROVE THE MAYOR TO SIGN.**

STAFF: STUART McARTHUR, TOWN MANAGER

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(O) **BOARD CONSIDERATION OF RENEWING RENTAL AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND THE LITTLE COFFEE SHACK AND APPROVING THE MAYOR TO SIGN.**

STAFF: STUART McARTHUR, TOWN MANAGER

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(P) **BOARD CONSIDERATION OF RENEWING RENTAL AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND THE RUNNING BURRITO AND APPROVING THE MAYOR TO SIGN.**

STAFF: STUART McARTHUR, TOWN MANAGER

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(Q) **BOARD CONSIDERATION OF ENTERING INTO A PROFESSIONAL SERVICES AGREEMENT BETWEEN BETTER CITY AND THE TOWN OF PARACHUTE TO PROVIDE CONSULTING SERVICES TO UPDATE THE TOWN OF PARACHUTE COMPREHENSIVE PLAN AND APPROVING THE MAYOR TO SIGN.**

STAFF: STUART McARTHUR, TOWN MANAGER

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(R) **EXECUTIVE SESSION**

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**(S) OTHER MATTERS**

**Correspondence from Mary Lee Mohrlang Up Date Concerning KSUN Community Radio's upgrade.**

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**(T) MOTION TO ADJOURN**

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Adjourned at:

<b>MARCH 2015 EXPENDITURES</b>	<b>Check</b>
<b>PAYEE</b>	<b>Amount</b>
HRA REIMBURSEMENT CDM REF. #7	\$4,291.34
Payflex Healthhub CDM Ref.# 8	\$1,232.75
Payflex Healthhub CDM Ref. # 9	\$428.58
CK 123 ANNUAL WATER PAYMENT WATER PLANT	\$17,921.88
Payflex Helth Hub CDM Ref. # 10	\$39.35
AFLAC	\$657.93
CEBT	\$17,763.10
FIRE AND POLICE PENSION ASSOC.	\$1,722.07
LIBERTY NATIONAL LIFE INSURANCE CO.	\$151.78
ORCHARD TRUST COMPANY, LLC	\$1,314.59
RICOH USA, INC.	\$148.91
WELLS FARGO BUSINESS	\$274.71
WELLS FARGO BUSINESS	\$525.50
WELLS FARGO BUSINESS	\$37.94
WELLS FARGO BUSINESS CARD	\$338.02
WELLS FARGO VISA	\$610.84
FIRE AND POLICE PENSION ASSOC.	\$3,444.14
ORCHARD TRUST COMPANY, LLC	\$2,629.18
ACCUTEST LABORATORIES	\$1,860.00
AIR COMPRESSOR SERVICE	\$817.46
AIRGAS USA, LLC	\$224.76
ALSCO	\$329.92
AUSTIN CIVIL GROUP, INC.	\$3,315.50
B & B PLUMBING	\$274.00
BARONE, INC.	\$456.04
BATTLEMENT MESA METROPOLITAN DISTRICT	\$20,658.00
BATTLEMENT MESA TRUE VALUE	\$45.76
CADFISH, LLC	\$2,632.50
CASELLE INC	\$1,050.66
CENTRAL DISTRIBUTING	\$75.38
COLORADO MT. NEWS MEDIA	\$54.64
COMFORT AIR OF GRAND JUNCTION	\$6,140.00
COMMERCIAL SPECIALISTS, INC.	\$1,150.00
DEPENDABLE WASTE SERVICES	\$9,180.00
DESKTOP CONSULTING, INC.	\$215.00
DISA, Inc.	\$112.00
EVOQUA WATER TECHNOLOGIES LLC	\$1,274.40
FIKES WEST, INC.	\$114.00
GRAND JUNCTION PIPE & SUPPLY	\$6,058.62
GRAND VALLEY RECREATION CENTER	\$286.00
HACH	\$690.04
HELTON & WILLIAMSEN, P.C.	\$240.00
HILL AND ROBBINS P.C.	\$1,233.52
HOLY CROSS ENERGY	\$1,407.46
JOHN MULLIGAN	\$750.36

K-SUN COMMUNITY RADIO	\$2,000.00
MATTHEW BENDER & CO, INC.	\$478.80
MOUNTAIN PEST CONTROL	\$208.00
NEPTUNE TECHNOLOGY GROUP, INC.	\$3,602.00
PARACHUTE AUTO PARTS & SUPPLY	\$340.50
PARACHUTE SERVICE	\$179.90
PINNACOL ASSURANCE	\$6,832.00
QUILL CORPORATION	\$978.66
R & S SALES & WELDING SERVICE	\$24.00
RICOH USA, INC	\$65.20
SAM'S CLUB	\$57.28
SOUTHWESTERN SYSTEMS, INC	\$1,530.00
STEVEN A. NOFZIGER	\$150.00
STUART S. MCARTHUR	\$257.76
SWALLOW OIL COMPANY	\$54.56
UNCC	\$88.66
UNIVAR USA INC.	\$831.88
VALLEY LUMBER	\$223.34
VERIZON WIRELESS	\$1,245.76
WESTERN SLOPE CONSULTING, LLC	\$9,098.28
XCEL ENERGY	\$17,217.00
<b>TOTAL</b>	<b>\$159,642.21</b>



# 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:** April 16, 2015  
**TO:** Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT:** TOWN MANAGER MONTHLY REPORT – APRIL 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 31% from last year at this time. I am watching this trend carefully and necessary actions are being taken to reduce costs.
2. A grant award was made by the Colorado State Department of Local Affairs (DOLA) to the Town of Parachute for the amount of \$350,000. This will be used for the reconstruction of the rest of Parachute Park Boulevard Phase II. An additional grant of \$200,000 was received from the Garfield County Federal Mineral Lease District (GCFMLD). The total cost of the project is projected to be \$1.0 million. The Town will cover the remaining \$450,000. This project is important due the importance of and the very poor condition of the by-pass road. The contract between DOLA and the Town should be presented to the Board during its May regular meeting.
3. The State of Colorado legislature passed Senate Bill 15-255 this week. With passage of the legislation, \$20 million of severance tax revenue will be diverted to the State General Fund before June 30, 2015. \$10 million of that revenue belongs to local government direct distribution and energy impact grants. This means total revenue diverted from energy impacted communities to backfill the State General Fund since 2008 will now eclipse \$300 million. My understanding is that it is yet to be determined whether this will impact the direct distribution or the grant program or both.

While legislators have expressed intent over the years to repay money diverted from various sources in the past to balance the state budget, no such statements have been made in reference to local governments' severance tax dollars. Also unknown is whether or not the projections

for severance revenue through June 30 will actually hold up. If they do not, then one may easily argue the state took too much. It would take separate legislation next year to try to recapture any funds.

4. The official opening of the Light the Way Project on Cardinal Way was held today. It was facilitated by the Grand Valley High School students.
6. The Comprehensive Plan update has been delayed while we look for another consulting firm to perform the planning function. The contract for this will be presented later in the meeting.
7. Candy Allbee has informed me that the Senior Center has had a good year and it is expected that there will be an allocation of excess funding to the Town per the contract. It will be a small amount, but, nevertheless, something.

7. Upcoming Issues:

- a. 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. I will work with Mr. Eaton to set up a presentation at the next meeting.
- b. The co-student body presidents from Grand Valley High School have approached me to ask if the Town is interested in becoming a sponsor of the high school events.
  - Black Sponsor ..... \$150
  - Red Sponsor ..... \$600
  - Cardinal Sponsor..... \$1,200
  - Gold Sponsor..... \$2,500
- c. Kiwanis Events:
  - Annual Golf Tournament
    - Kiwanis club is asking if the Town wants to be a sponsor of the golf tournament. Basic sponsorship is \$125.00. Another option is to sponsor a foursome for the tournament at \$125.00 per player.
    - One hundred year celebration is scheduled for July 4, 2015. Kiwanis is asking the Town to participate in the event primarily through volunteer support. Is the Board interested and willing to participate by helping to cook the hamburgers? Staff will do what we need to do to get the park into shape for the event, including ensuring the grills are in working order.
- d. Representing the Steering Committee of the Rural Philanthropy Days for the Mountain Region, Mary Lee Mohrlang is requesting that the Town support the event in Rifle on June 24-26, 2015, by becoming a sponsor.
  - Pinnacle Sponsor ..... \$5,000
  - Apex Sponsor ..... \$2,500
  - Summit Sponsor ..... \$1,000
  - Panorama Sponsor ..... \$500
  - Vista Sponsor..... \$250
  - Peak Sponsor ..... \$100
  - Other ..... \$ ??

Does the Board desire to be a sponsor for the rural philanthropy days event in June?

- e. The Farnsworth Group has been working on developing the Town's Infrastructure Master Plan for water and wastewater. Representatives of the Group will be her for the May regular meeting to present the findings to the Board. Their final report during which they will seek approval of the report will be in June.
- f. A presentation regarding retail marijuana sales is tentatively scheduled for the May regular meeting of the Board.
- g. If awarded, contracts for the grant projects applied for from the Garfield County Federal Mineral Lease District will be presented to the Board for approval during its May regular meeting. We applied for grants for the major maintenance of CR215 from the interstate to Parachute Park Boulevard for \$400,000; and for electrical work at Cottonwood Park for \$50,000.
- h. The vacant position of Trustee of the Board has been posted. The Board will be presented letters of interest and will have to vote to appoint a new Board member during its May regular meeting.

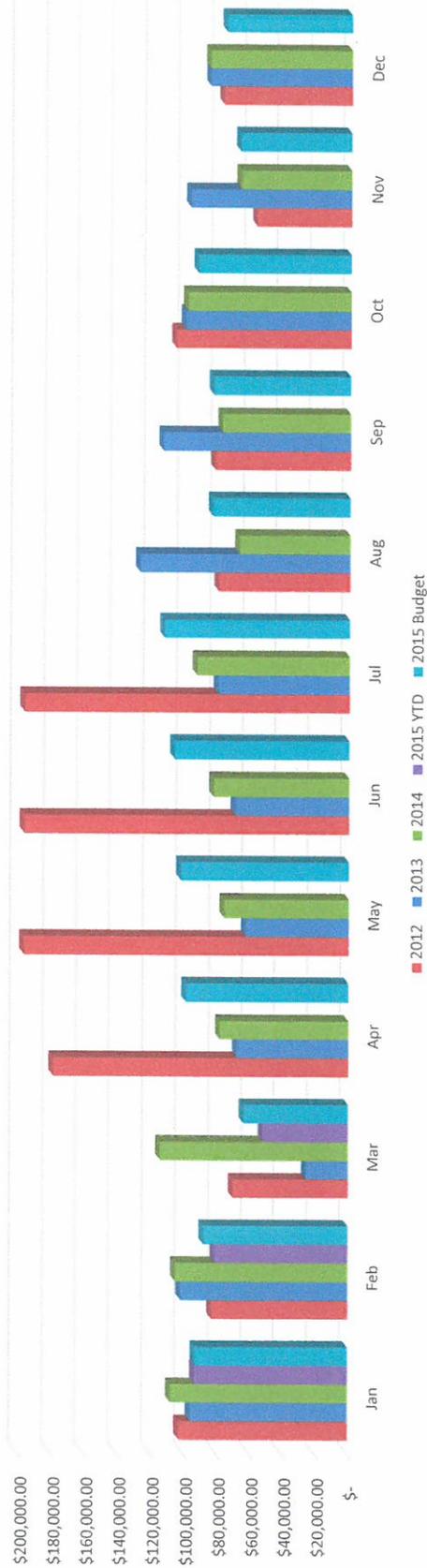
If you have questions or concerns, contact me at 970.285.7630 or [stuartmc@parachutecolorado.com](mailto:stuartmc@parachutecolorado.com).

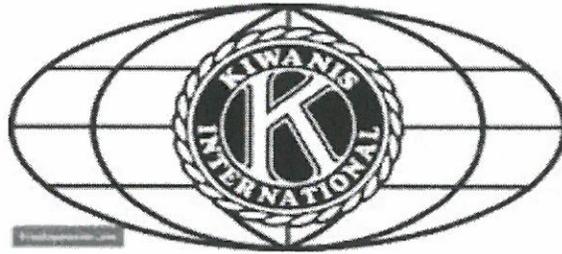
Town of Parachute  
Sales Tax Trend Analysis - 2015

Month Received	Month Paid*	Actuals											
		2012	2013	2014	2014 YTD 2015	2015 YTD	2015 Budget	% Over / -Under Budget	YTD % Compared to 2014	Actual Compared to Budget			
Jan	Nov	\$ 102,462.53	\$ 95,706.59	\$ 107,541.87	\$ 107,541.87	\$ 93,340.02	\$ 93,034.20	0.33%					
Feb	Dec	\$ 82,967.67	\$ 101,588.06	\$ 104,702.30	\$ 104,702.30	\$ 81,163.74	\$ 88,027.22	-7.80%					
Mar	Jan	\$ 70,051.54	\$ 25,564.29	\$ 113,904.74	\$ 113,904.74	\$ 51,821.09	\$ 63,761.46	-18.73%					
Apr	Feb	\$ 178,676.32	\$ 67,891.55	\$ 78,277.62	\$ -	\$ -	\$ 98,857.22	-100.00%					
May	Mar	\$ 196,401.77	\$ 62,753.99	\$ 75,764.05	\$ -	\$ -	\$ 101,923.05	-100.00%					
Jun	Apr	\$ 196,401.77	\$ 69,165.79	\$ 82,490.46	\$ -	\$ -	\$ 105,921.28	-100.00%					
Jul	May	\$ 196,401.77	\$ 79,877.98	\$ 92,727.04	\$ -	\$ -	\$ 112,296.42	-100.00%					
Aug	Jun	\$ 79,785.87	\$ 127,189.55	\$ 67,447.53	\$ -	\$ -	\$ 83,512.60	-100.00%					
Sep	Jul	\$ 82,319.43	\$ 113,405.91	\$ 77,887.19	\$ -	\$ -	\$ 83,265.97	-100.00%					
Oct	Aug	\$ 105,816.61	\$ 100,377.26	\$ 99,147.71	\$ -	\$ -	\$ 92,921.78	-100.00%					
Nov	Sep	\$ 57,266.18	\$ 97,548.24	\$ 67,147.25	\$ -	\$ -	\$ 67,547.54	-100.00%					
Dec	Oct	\$ 77,708.49	\$ 85,800.99	\$ 86,001.23	\$ -	\$ -	\$ 75,931.28	-100.00%					
<b>Total</b>		<b>\$ 1,426,259.95</b>	<b>\$ 1,026,870.20</b>	<b>\$ 1,053,038.99</b>	<b>\$ 326,148.91</b>	<b>\$ 226,324.85</b>	<b>\$ 1,067,000.00</b>		<b>-30.61%</b>	<b>-78.79%</b>			

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

Sales Tax Trend





**Grand Valley/Parachute Kiwanis Foundation**  
**“Serving the Children of the World”**

**22nd Annual Benefit Golf Tournament**  
**Colorado River Scramble**

**May 16, 2015**

**Registration at 7:00 AM**

**Shotgun at 8:00 AM**

**At Battlement Mesa Golf Club**

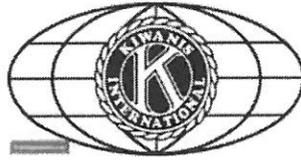
**Purpose of the Tournament:**  
***Raise funds to benefit***  
***youth of the Community!***

**Points of Contact:**



**Chuck Hall 970-260-9825**  
**Thom Hamick 970-285-2550**

P. O. Box 6155  
Parachute, CO  
81635



**Grand Valley/Parachute Kiwanis Foundation**  
**P. O. Box 6155**  
**Parachute, CO 81635**  
**501 ( c ) 3 #47-0847215**

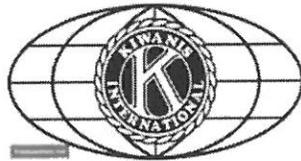
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### *How Your Support of our Tournament is Used*

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One Hundred percent (100%) of net revenues after the golf tournament expenses are expended on the programs for the children of the community. Examples of these programs are:

- **Scholarship program** – encourage and assist High School Seniors to continue their education and service contribution beyond high school. The Kiwanis Foundation expended \$9,000 for scholarships in 2014 and \$175,000 in the past eleven (11) years.
- **Alive at 25** – with the School District and Colorado State Patrol provide special training program for beginning drivers an awareness for making correct decisions while operating a motor vehicle.
- **Winter Ecology** - fourth graders are provided a winter outdoor experience on Grand Mesa including winter survival skills and how to use snowshoes. This program was initiated through the Department of Parks and Wildlife.
- **Science/Learning Fairs** - assist the local schools with boosting interest in the field science and other academic areas by providing awards and recognition to students whose entries are judged to be the best in their class.
- **Stars of Tomorrow** – showcase the best of the best of school-aged talent in an old-fashioned amateur talent show. The local winner then competes in the regional Stars of Tomorrow.
- **Lift-Up Food Drive** – members organize and operate a community food drive in the local area. The Lift-Up food pantry helps individuals and families in need of emergency food throughout the year.
- **Terrific Kids** – designed to recognize elementary school students that exhibit exemplary behavior.
- **Other activities** – Kid's Christmas party, Easter egg hunt, Builders Club, Key Club, and others that arise.



## **Grand Valley/Parachute Kiwanis Foundation**

*P. O. Box 6155*

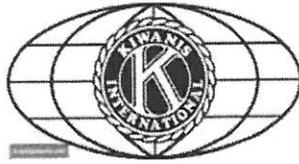
*Parachute, CO 81635*

*501 (c) 3 #47-0847215*

### **Annual Benefit Golf Tournament Levels of Participation:**

- **Platinum Sponsor - \$2500**
  - Includes a significant amount of Company “On Course Advertisement”
  - Company Logo appears on pre-tournament publicity
  - Entitles Company to eight (8) players
  
- **Gold Sponsor - \$500**
  - Includes two (2) Company Advertisements on tee and/or green
  - Entitles Company two (2) players, additional players for \$125 each
  
- **Silver Sponsor - \$250**
  - Includes Company Advertisement on tee or green
  - Entitles Company one (1) player, additional players for \$125 each
  
- **Bronze Sponsor - \$125**
  - Includes Company advertisement on tee or green
  
- **Contributor -** Provides our tournament financial support or items that can be used as golfer’s hole prizes or raffle prizes. Examples are coupons, gift certificates, meal tickets, clothing items, etc.

In addition to being recognized at the tournament, Sponsors and Contributors will be recognized in the newspapers.



**Grand Valley/Parachute Kiwanis Foundation**

**P. O. Box 6155**

**Parachute, CO 81635**

**501 (c) 3 #47-0847215**

**“Changing the world one child and one community at a time”**

**Colorado River Scramble Golf Tournament**

**May 16, 2015**

**Registration begins at 7:00 AM**

**Shotgun start at 8:00 AM**

**Golf Tournament Entry Form:**

**Platinum** \_\_\_\_\_ **Gold** \_\_\_\_\_ **Silver** \_\_\_\_\_ **Bronze** \_\_\_\_\_  
(\$2500) (\$500) (\$250) (\$125)

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Number of players:** \_\_\_\_\_

**Mail entry form and check to:**

**Grand Valley/Parachute Kiwanis Foundation**

**Attn: Chuck Hall**

**P.O. Box 6155**

**Parachute, CO 81635**



**KSUN Partner: Stuart McArthur, Town of Parachute**

On behalf of the Steering Committee of the Rural Philanthropy Days for the Mountain Region, I would like to ask for your financial support of our three-day event to be held in June of 2015. **Mountain Rural Philanthropy Days (MRPD)** introduces regional non-profits, businesses and government leaders to the Front Range Charitable Foundations in order to increase awareness of the needs in our rural communities.

Rural Philanthropy Days is a statewide program, supported by the **Community Resource Center** and the **Anschutz Family Foundation**, both of Denver, as well as numerous local non-profits, businesses and governments in rural Colorado. We have already secured the support of Garfield County, Colorado Mountain College and Grand River Hospital. We ask that you join our efforts by reviewing the attached sponsorship materials.

**Mountain Rural Philanthropy Days will be hosted in Rifle, June 24-26, 2015.** We anticipate this year's event will draw 300 non-profit, governmental and business leaders from the mountain region, including Eagle, Summit, Garfield, Pitkin, Lake, and Clear Creek counties. Additionally, at least fifty private foundation leaders representing over 25 funding entities will attend the MRPD event to learn more about the region's assets, challenges and strategic initiatives to improve the quality of life among the residents of each community.

The event is planned and executed by a Steering Committee of more than 40 nonprofit professionals and community leaders and volunteers from across the region. This year's event theme is *Bridging the Gap*. Rural Philanthropy Days conferences include capacity-building, training, networking sessions, presentations and discussions with state funders about our region's current needs and funding opportunities. We will conclude the event with "Funder Roundtables," where our regional nonprofit representatives' will discuss their new projects and initiatives with these statewide funders and receive immediate feedback about the potential success of their funding proposals.

Prior to *Rural Philanthropy Days*, which started in the early 1990s, only 3 percent of grant funding from our target funders made its way outside the Front Range. *As a result of this event, funding has increased by over 300 percent to rural nonprofit organizations since inception.*

We greatly appreciate your consideration of support for the Mountain Rural Philanthropy Days event to be held June 24-26, 2015. Please feel free to check out our website at [www.mountainrpd.org](http://www.mountainrpd.org).

Sincerely,

Mountain Rural Philanthropy Days Steering Committee

*Mary Lee Mohrlang*

Mountain Rural Philanthropy Days | June 24-26, 2015 | Rifle, Colorado

*Serving Eagle, Garfield, Lake, Pitkin, and Summit counties*

Lauren Suhrbier, MRPD Event Coordinator at [mountainrpd@gmail.com](mailto:mountainrpd@gmail.com) or visit [www.mountainrpd.org](http://www.mountainrpd.org)

Thank you for your support of Mountain Rural Philanthropy Days!



## Facts About Mountain Rural Philanthropy Days (RPD)

### Current List of Funders:

Adolph Coors Foundation (tentative)  
Anschutz Family Foundation  
Caring for Colorado Foundation  
The Colorado Health Foundation  
The Colorado Trust

Corporation for National and Community Service  
El Pomar Foundation  
Gates Family Foundation  
Kenneth King Foundation  
USDA Rural Development

- In the 1990's, 3% of grants made by Colorado's private funding community were awarded outside of the Front Range.
- Currently, 30% of those funds are now awarded to Colorado's rural communities.
- In 2011, funders who support and attend RPD conferences and events have millions of dollars in rural non-profits in Colorado with thousands of grants.
- Typically between the year before an RPD event to two years after the RPD event, the following occurs to rural non-profits:
  - Average sum donated increased by 140%
  - Average number of grants increased by 37%
  - Regional average amount per grant increased 65%

### 2015 Sponsors to Date:

- Pinnacle (\$5,000+)
  - Alpine Bank (Garfield County)
  - Garfield County Commissioners
  - Colorado Mountain College
  - Community Resource Center
- Apex (\$2,500 - \$4,999)
  - Grand River Health
  - The Summit Foundation
- Summit Sponsor (\$1,000 - \$2,499)
  - Doctors Plus Kids Care Clinic
  - Holy Cross Electric
- Panoramic Sponsor (\$500 - \$999)
  - Western Colorado Community Foundation
  - Premier Party Rental
  - Western Colorado Program of DU Graduate School Social
- Peak & Vista (Less than \$500)
  - Lake County Government
  - Wal-Mart Foundation

Mountain Rural Philanthropy Days | June 24-26, 2015 | Rifle, Colorado

*Serving Eagle, Garfield, Lake, Pitkin, and Summit counties*

Lauren Suhrbier, MRPD Event Coordinator at [mountainrpd@gmail.com](mailto:mountainrpd@gmail.com) or visit [www.mountainrpd.org](http://www.mountainrpd.org)



Please complete the following information and return this form with payment or information about your donation to the address at the bottom of this page.

**Name of sponsor or sponsoring organization:**

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**Primary Contact Person:**

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**Address:**

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**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

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I would like to sponsor **Mountain Rural Philanthropy Days** at the following sponsorship level:

- \$5,000 Pinnacle Sponsor**
  - \$2,500 Apex Sponsor**
  - \$1000 Summit Sponsor**
  - \$500 Panorama Sponsor**
  - \$250 Vista Sponsor**
  - \$100 Peak Sponsor**
  - \$\_\_\_\_\_ Other Cash Contribution**
  - \$\_\_\_\_\_ Value of In-Kind Contribution of**
- 

The Summit Foundation serves as the Fiscal Sponsor for Mountain Region Rural Philanthropy Days. Your donation is tax deductible under the Foundation's 501(c)3 status. Please reference Tax ID **74-2341399**.

**Please indicate method of payment and include appropriate information for processing:**

- Pay by check (included)
- Please send me an invoice for the amount indicated above

*If you would like to pay by credit card, please contact the Summit Foundation directly and indicate a donation to MRPD.*

**Please send this form and payment to:**

Jeanne Bistranin, Executive Director

The Summit Foundation

P. O. Box 4000

111 A Lincoln Ave.

Breckenridge, CO. 80424

(970) 453-5970

[jeanne@summitfoundation.org](mailto:jeanne@summitfoundation.org)

**Thank you for your support of Mountain Rural Philanthropy Days!**

**Mountain Rural Philanthropy Days | June 24-26, 2015 | Rifle, Colorado**

*Serving Eagle, Garfield, Lake, Pitkin, and Summit counties*

Lauren Suhrbier, MRPD Event Coordinator at [mountainrpd@gmail.com](mailto:mountainrpd@gmail.com) or visit [www.mountainrpd.org](http://www.mountainrpd.org)



## **MOUNTAIN RPD SPONSORSHIP LEVELS**

\$5,000+	<b>Pinnacle Sponsor</b> Full-page ad in the RPD Program Book, Logo and Link on MRPD Website, Recognition during Media Events, Listed on RPD Event signage, On-Site Exhibitor Table, Two Event Registrations
\$2,500-\$5,000	<b>Apex Sponsor</b> Half-page ad in the RPD Program Book, Logo and Link on MRPD Website, Recognition during Media Events, Listed on RPD Event signage, On-Site Exhibitor Table, One Event Registration
\$1,000-\$2,499	<b>Summit Sponsor</b> Listed in the RPD Program Book, Link on MRPD Website, Recognition during Media Events, Listed on RPD Event Signage, Discounted On-Site Exhibitor Table
\$500-\$999	<b>Panorama Sponsor</b> Listed in the RPD Program Book, MRPD Website, and on RPD Event Signage
\$250-\$499	<b>Vista Sponsor</b> Listed in the RPD Program Book and the MRPD Website
\$100-\$249	<b>Peak Sponsor</b> Listed in the RPD Program Book and the MRPD Website

*Please contact the Mountain RPD Event Coordinator at [mountainrpd@gmail.com](mailto:mountainrpd@gmail.com) to learn more about opportunities to sponsor specific events and receptions during the MRPD Conference.*



# 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

**Date:** April 16<sup>th</sup>, 2015  
**To:** Board of Trustees  
**From:** Mark King, Public Works Director  
**Subject:** Public Works Monthly Report

The irrigation ditches and pond have been cleaned and the irrigation water was turned on April 10<sup>th</sup> on the North side of town, the South side will be opened on the 13<sup>th</sup>. We have already begun receiving phone calls in anticipation for irrigation water turn on dates.

We have had 2 potable water leaks, one at 7 St John Circle that was repaired quickly and one on 3<sup>rd</sup> street that we are currently waiting for utility locates for repair.

Bud Walker and the department of corrections crew have spent several hours inspecting and repairing water meters for accuracy. We also received the new radio read equipment and should be up and operational for the June readings.

We have had several reservations for Cottonwood Park and we are anticipating a very busy season. The restrooms at Cottonwood Park and Beasley Park will be opened by April 15<sup>th</sup>.

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*

---

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

Date: April 14, 2015

To: Board of Trustees

From: Derek Wingfield, Community Development

Subject: Community Development Monthly Report- March 2015

Annual Clean-Up Day is May 2 from 8:00am-2:00pm. Pacific Steel is again going to pick up metal, appliances, and electronics. Dependable Waste is going to bring dumpsters and only bill the actual dump weight fee. I have been working on gaining funding for tires, we are close but it will be a last minute announcement on the website if we can accept them. State law changed this year to allow state funding for tire removal, and hopefully we will get funding for it. That being said, there is a possibility the Town will have to be a custodial of the tires for a week or two before pick up can be made.

Still working on web forms and cleaning up the website. We are still at a standstill with the bill-pay. The Town has completed all necessary paperwork it is just the waiting game on the financing system and the State. We are actively bothering both entities to try and keep the ball rolling.

Oktoberfest is moving along, working on vendor recruitment. This will be easier once we hear on the status of the grant for the electrical at the park. The beer tent/vendor has quickly turned complicated due to a spat between Anheuser and Coors, which could force use into the need of some outsider help for operation. We passed on Eric Paslay he accepted the offer but needed travelling fees due to another booked show. Jon Parady, and Brothers Osborne are looking like our act which will be a good show.

I worked a bit of the I.T. Department working on out of date dying computers. I also, took an adventure and without injury learned how to operate and mowed down some of the overgrowth near the Town's shop and on the County Road 300 right-of-way. I also attended the annual training with public work to supervise the workers from DOC.



# 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:** April 16, 2015  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: URSA OPERATING COMPANY LLC REQUEST FOR SPECIAL REVIEW FOR USE**

### Background

On February 12, 2015, the Town of Parachute Planning & Zoning Commission recommended changes 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 to the Town of Parachute Board of Trustees.

On February 19, 2015, the Town of Parachute Board of Trustees held a public hearing on the recommended changes to the above referenced use chart. Three of the classes of use that were revised included the categories relating to the extraction, production, and storage of oil and natural gas. The permitted uses as approved were:

Land Use	RA	LDR	MDR	HDR	OTC	NC	HT	SC	LI	GI	P
Natural Gas or Oil Extraction Support Facilities	S					S	S	S	P	P	S
Natural Gas Production and Warehousing						S	S	S	P	P	S
Oil/Petroleum Product Production, Warehousing, and Storage						S	S	S	P	P	S

S = Use by Special Review

P = Permitted Use

The zoning category that is being considered for the special review is Service Commercial (SC). The uses being reviewed are not permitted uses in Service Commercially zoned properties. As a result, the applicant is requesting that the Planning & Zoning Commission review the use and indicate their recommendation to the Board of Trustees whether the use should be allowed.

**Staff Analysis**

Staff is working with Ursa Operating Company on their application. The application is not complete at this time.

**Attorney Review**

N/A. Will occur once application materials are complete.

**Recommendations**

Staff recommends continuing this public hearing to a date-certain of May 21, 2015.

If you have any questions or concerns, please contact me at 970-285-7630, x-104.



TOWN OF PARACHUTE  
 PO BOX 100  
 222 GRAND VALLEY WAY  
 PARACHUTE, CO 81635

**LAND USE APPLICATION**

Name of Applicant: Ursa Operating Company LLC, 792 Buckhorn Drive, Rifle, CO  
(INCLUDE ADDRESS AND TELEPHONE NO.)

Project Name: BTU Pod - operations

Project Location: NW/4, SE/4 Section 7, Township 7 South, Range 95 West

LEGAL DESCRIPTION: " "

Existing Zoning: Service Commercial Proposed Zoning: \_\_\_\_\_

**Type of Application (check all that apply):**

**SUBDIVISION:**

- |                                     |                      |                          |                                   |                          |       |
|-------------------------------------|----------------------|--------------------------|-----------------------------------|--------------------------|-------|
| <input type="checkbox"/>            | MINOR SUBDIVISION    | <input type="checkbox"/> | PRELIMINARY                       | <input type="checkbox"/> | FINAL |
| <input type="checkbox"/>            | MAJOR SUBDIVISION    | <input type="checkbox"/> | PRELIMINARY                       | <input type="checkbox"/> | FINAL |
| <input type="checkbox"/>            | RE-SUBDIVISION       | <input type="checkbox"/> | PRELIMINARY                       | <input type="checkbox"/> | FINAL |
| <input type="checkbox"/>            | P. U. D.             | <input type="checkbox"/> | PRELIMINARY                       | <input type="checkbox"/> | FINAL |
| <input type="checkbox"/>            | BUILDING DIVISIONS   | <input type="checkbox"/> | PRELIMINARY                       | <input type="checkbox"/> | FINAL |
| <input type="checkbox"/>            | AMENDED PLAT         | <input type="checkbox"/> | PRELIMINARY                       | <input type="checkbox"/> | FINAL |
| <input type="checkbox"/>            | REZONING             | <input type="checkbox"/> | SIGN VARIANCE                     |                          |       |
| <input type="checkbox"/>            | ZONING VARIANCES     | <input type="checkbox"/> | FLOOD PLAIN DEVELOPMENT           |                          |       |
| <input checked="" type="checkbox"/> | SPECIAL REVIEW USE   | <input type="checkbox"/> | VACATION OF STREET, ALLEY, R.O.W. |                          |       |
| <input type="checkbox"/>            | GEOLOGIC DEVELOPMENT | <input type="checkbox"/> | ANNEXATIONS                       |                          |       |
| <input type="checkbox"/>            | LOT CONSOLIDATION    | <input type="checkbox"/> | WATERSHED PERMIT                  |                          |       |

PROPERTY OWNER: BTU Developers LLC - Ted Vaughan  
970-379-0504  
(INCLUDE NAME, ADDRESS, AND TELEPHONE NO.)

PROJECT ENGINEER/SURVEYOR:  
Ursa Operating Company LLC - 970-309-9359 - Jeff Powers  
(INCLUDE NAME, ADDRESS, AND TELEPHONE NO.)

(INCLUDE NAME, ADDRESS, AND TELEPHONE NO.)

ADJACENT PROPERTY OWNERS: (attach separate sheet if needed)

Name

Address

"See Attached"

MINERAL RIGHTS OWNERS & LESSEES OF SUBJECT PROPERTY (attach separate sheet if needed) \*PLEASE NOTE ALL MINERAL RIGHTS OWNERS AND LESSEES MUST BE NOTIFIED 30 DAYS IN ADVANCE TO APPLICATION REVIEW. PLEASE INDICATE ALL MINERAL RIGHTS OWNERS, & LESSEES AS (MR), OR (L)

Name

Address

BTU Developers LLC  
"Ted Vaughan"

0259 CR 320 Rifle, CO 81650

DESCRIPTION OF PROPOSAL: (INCLUDE PROPOSED USE, ACREAGE, ETC.)

The purpose of this proposal is to receive authorization from the town, through special review, to produce oil + natural gas products from the BTU Rod location operated by Urso Operating Company LLC.

Describe how this Proposed Land Use Application Complies with the Town of Parachute Land Use Regulations and the Town of Parachute Master Plan 2002.

The production of natural gas from this location will support the town's master development plan by promoting economic growth and development within the town.

Describe any possible Flood Plain issues:

None

Describe Traffic Impact Fees Proposal: (Standard Calculation or Individual Traffic Study)

None

Describe Land Dedication Proposal:

N/A

Describe Water Rights Dedication Proposal:

N/A

I Certify that the information and exhibits herewith are true and correct to the best of my knowledge, and that in filing this application, I am acting with knowledge and consent of those persons listed above without whose consent the requested action cannot lawfully be accomplished.

Name:(print) Jeff Powers - Ursa Operad. of Company LLC.  
Address: 722 Beekhorn Drive Rifle, CO 81650  
Signature: [Signature] Date: 3-18-15

**INSTRUCTIONS:**

1. **Read both sides of application thoroughly.**
2. **Complete all of the requested information.**
3. Descriptions of property and dedication proposals on this form should be general and brief.
4. All applications must include a **CURRENT TITLE POLICY**, indicating ownership and encumbrances.
5. All applications must include **PROOF OF TAXES PAID**.
6. Applicants should review the Town of Parachute Land Use Regulations 15.01, 15.03, 15.04, 15.05, 15.06, and any other sections specified for the proposed request.
7. **All applicants who are not property owners must present a Letter of Representation, signed and notarized by the property owners.**
8. **Applications not signed and lacking any of the requested information will be deemed incomplete and will not be scheduled for a Planning and Zoning Commission review.**

**ADMINISTRATIVE PERSONNEL:**

APPLICATION FEE: \_\_\_\_\_

APPLICATION RECEIVED DATE: \_\_\_\_\_

COMPLETE DATE: \_\_\_\_\_

PLANNING & ZONING HEARING: \_\_\_\_\_

BOT HEARING: \_\_\_\_\_

MAILINGS DATE: \_\_\_\_\_

PUBLICATION DATE: \_\_\_\_\_

P&Z APPROVAL DATE: \_\_\_\_\_

BOT APPROVAL DATE: \_\_\_\_\_



LABELS	PARCEL	NAME
1	240707307019	B & V DEVELOPERS, LLC
2	240707307020	B & V DEVELOPERS, LLC
3	240707302006	B & V DEVELOPERS, LLLP
4	240912400059	ERTL ENTERPRISES, LLC
5	240912400060	WISSLER TRUST
6	240912436011	FEDERAL HOME LOAN MORTGAGE CORPORATION
7	240912436010	TO, MARIA
8	240912436009	ANDERSON, JUSTIN
9	240912436008	COLONNA, PATRICIA & BERNARD
10	240912425016	RADEL, LOREN & EDITH
11	240912425015	STEIMEL, FRANK & KARMEN
12	240912425014	NELSON, ROBERT & DIANNE
13	240912425027	SADLER, LORRAINE
14	240912425026	ROMO, ARNOLDO
15	240912425009	JARRETT, RONALD & PAMELA
16	240707307018	B & V DEVELOPERS, LLC
17	240707307015	VALLEY CREEKSIDE, LLC
18	240707307014	VALLEY CREEKSIDE, LLC
19	240707307013	VALLEY CREEKSIDE, LLC
20	240707307012	VALLEY CREEKSIDE, LLC
21	240707306001	MOUNTAIN & LAKE SUITES, INC
22	240707306002	HIGH COUNTRY HOSPITALITY, LLC
23	240707307021	VALLEY CREEKSIDE, LLC
24	240707307022	B & V DEVELOPERS, LLC

PUBLIC NOTICE

TAKE NOTICE that URSA Operating Company LLC has applied to the Town of Parachute, State of Colorado, for a Special Review regarding the use of operations of a natural gas production facility within property zoned as Service Commercial in the Town of Parachute.

Legal Description:

Northwest ¼ Southwest ¼  
Section 7  
Township 7 South  
Range 95 West  
6<sup>th</sup> Prime Meridian  
County of Garfield  
State of Colorado

Practical Description: B&V Drilling Pad Operations

All persons affected by the proposed Land Use Application are invited to appear and state their views, protests, or support. If you cannot appear personally at such hearing, then you are urged to state your views by letter as the Planning and Zoning Commission and the Board of Trustees will give consideration to the comments or surrounding property owners and the others affected in deciding whether to grant or deny the request. The application may be reviewed at the Town of Parachute offices located at 222 Grand Valley Way, Parachute, CO, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

A public meeting on the application has been scheduled for April 9, 2015, at 6:30 p.m. before the Town of Parachute Planning and Zoning Commission in the Board of Trustees Room, 222 Grand Valley Way, Parachute, CO.

A public hearing on the application has been scheduled for April 16, 2015, at 6:30 p.m. before the Town of Parachute Board of Trustees in the Board of Trustees Room, 222 Grand Valley Way, Parachute, CO.

S. Denise Chiaretta, Town Clerk  
Town of Parachute  
Published on March 24, 2015, in the Post Independent



**GRAND VALLEY PARK ASSOCIATION  
BOARD MEETING OF April 13, 2015**

Motion –

I move that the GVPA board take the following actions –

1. Direct our consultant, Phil Vaughan, to meet with TOP officials for the purpose of reviewing the current conceptual plan for the events center.
2. As a result of that meeting, determine the modifications, if any, that would be necessary in order to -
  - a. gain the support of the TOP in developing the event center
  - b. secure a pledge from the TOP for funding of the final design of the event center
  - c. maximize the regional economic benefit from the event center that is consistent with the goals of the GVPA
3. Bring recommendations to the GVPA board for any changes to the event center design for its consideration.

# Events Center

## List of Potential Uses

### Concerts

Rock Concert  
Country Concert  
Symphony Orchestra  
Dance  
Battle of the Bands

### Meetings and Events

Grand Valley Days  
Oktoberfest  
Circus  
Carnival  
Auction  
Wedding  
Banquet  
Barbeque  
Seminars  
Workshops  
Conferences  
Trade show

### Sporting Events

Wrestling tournament  
Basketball tournament  
Volleyball tournament  
Ice Hockey/Ice Skating  
Roller skating  
BMX racing  
Motocross racing  
Grand Prix Car Racing  
3D Archery Shooting  
Extreme Fitness Event  
Mud Bogging  
Monster Truck event  
Remote control model  
plane/helicopter racing  
Skatepark

### Special points of interest:

- Potential uses are only limited by our imaginations. The Events Center provides a unique opportunity to bring people to our community and benefit our local economy.
- The use of marquis tents and flooring systems may be utilized to create weatherproof spaces.

### Equestrian Events

Rodeo  
Team Roping  
Team Penning  
Sorting  
Gymkhana  
Barrel Racing  
Reining- 2 day event  
Cutting- 2 day event  
Dressage  
Skijouring  
Draft horse pulling  
4H/Livestock Showing  
FFA/Livestock Showing  
Horse racing/performance horses  
Livestock stalls



## April 16, 2015 @ 6:30 p.m. Town of Parachute Board of Trustees meeting

Three items of discussion are planned for the meeting between the Grand Valley Park Association Board and the Town of Parachute Board of Trustees.

### Events Center

1. Is the proposed "List of Potential Uses" generally acceptable?
2. Will the Town of Parachute agree to provide \$60,000 for funding the completion of the Events Center design?

### 3. Events Center Draft Phasing Plan

- A. Grading, drainage and basic utility installation.
- B. Restrooms, concession and grandstand seating.
- C. Events Center building

### Grand Valley Day

4. How will the Grand Valley Park Association and the Town of Parachute continue to coordinate with one another to plan and execute Grand Valley Day activities?

## Meetings with Mayor Roy McClung and Town Administrator Stuart McArthur

Over the past week I have had the opportunity to meet with Mayor Roy McClung and Town Administrator Stuart McArthur.

1. As evidenced by the unsuccessful grant application in 2014, Great Outdoors Colorado (GOCO) will not fund a facility in Parachute that is solely utilized as a rodeo arena. GOCO noted that existing rodeo facilities in Rifle and Grand Junction provide adequate facilities for these uses. Please also note that Stuart McArthur has indicated that GOCO will not provide funding for structures.

2. The Town of Parachute continues to be supportive of the concept of an Events Center and for the positive economic impact that this center can bring to our community.

3. The Events Center design documents will be drafted with the intent of showing a master Events Center. "Backgrounds" will be prepared to detail layouts of the facility for concerts, trade show/conference and rodeo/equestrian uses.

## Recommendation

We have been working together on this project since 2011. It is clear to me that the Events Center will not come to fruition without a strong partnership between the Grand Valley Park Association and the Town of Parachute.

Expertise and resources, provided by both parties, will ultimately be needed to see this project to completion. The positive economic impact of the Events Center will need to remain as the central focus of this project.

This cooperation can start with Grand Valley Day events and activities. The continuing success and improvement of Grand Valley Day as an attraction for attendees from outside of our community will serve as a critical foundation for development of the Events Center.

The Grand Valley Park Association and the Town of Parachute are at a key decision point. Do you choose to work together or

do you choose to navigate in different directions?

Sincerely,

Phil Vaughan

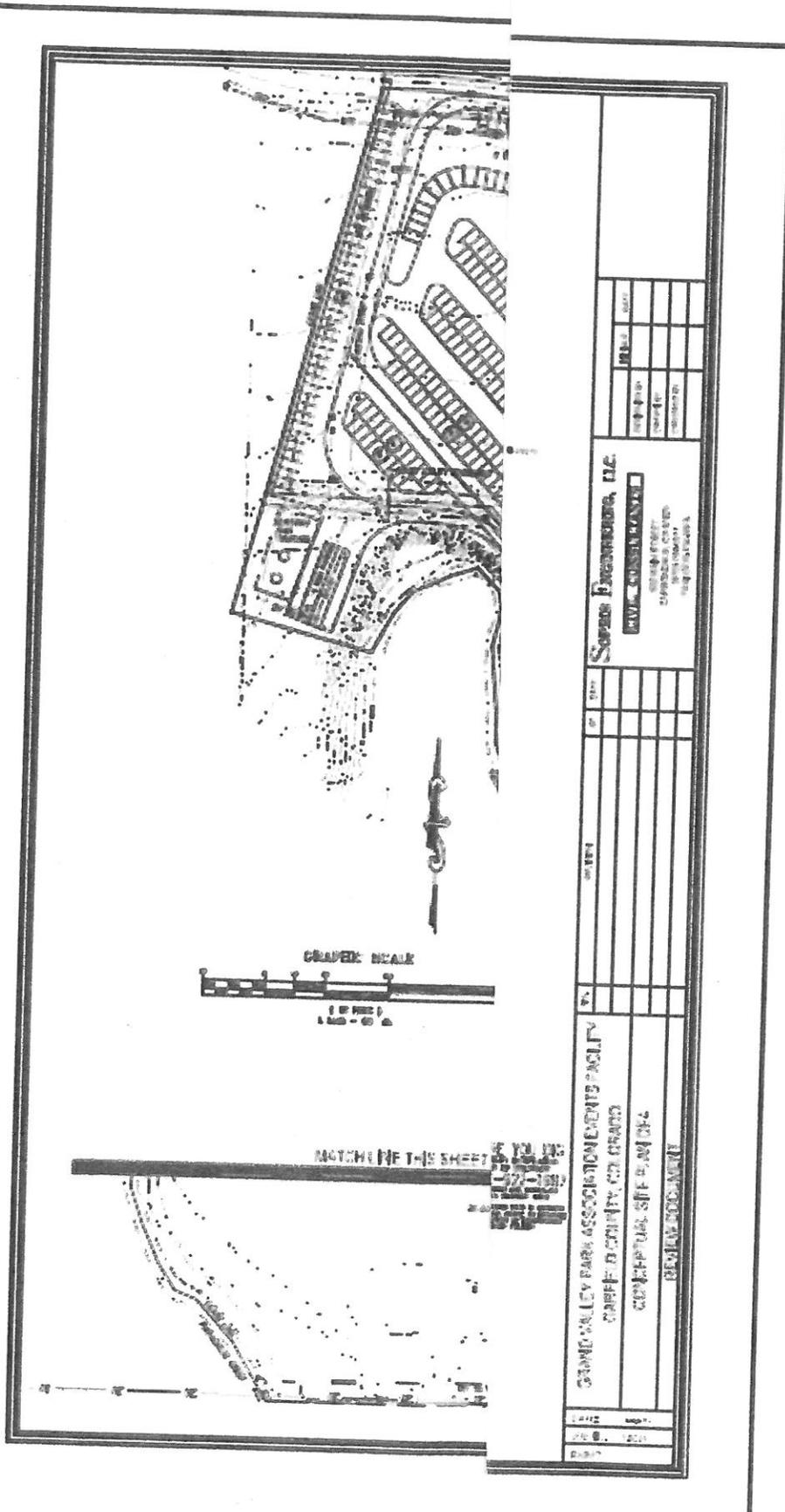
President

PVCMI-Land Planning  
Division

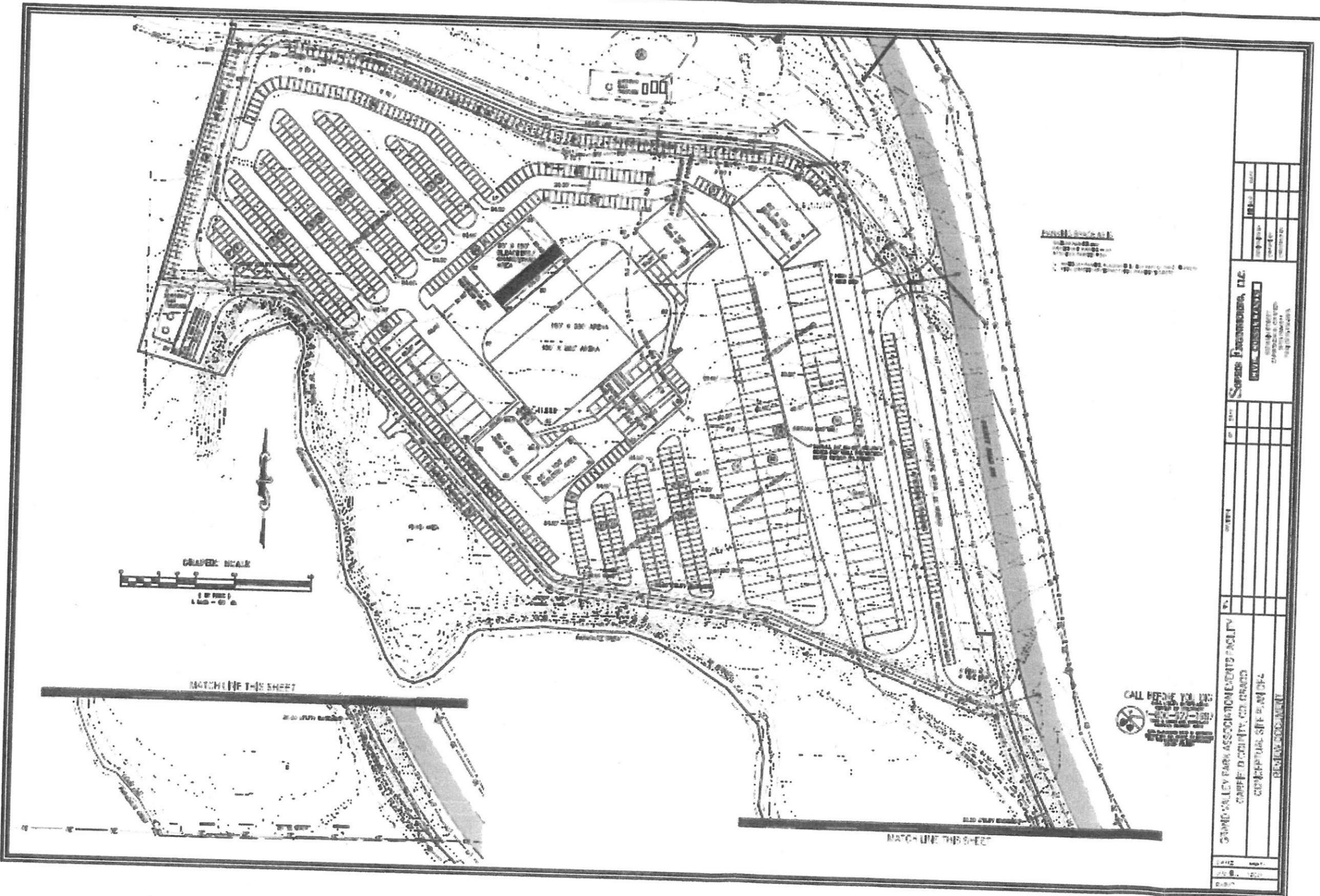
970-625-5350

*"The Grand Valley Park Association and the Town of Parachute are at a key decision point. Do you choose to work together or do you choose to navigate in different directions?"*

Phil Vaughan  
PVCMI-Land  
Planning  
Division



GRAND VALLEY PARK ASSOCIATION EVENTS FACILITY CASCADE COUNTY, OR, OR CONCEPTUAL SITE PLAN DESIGN DOCUMENT		SUSAN FRAZAROVA, LLC ARCHITECT 2700 N. 10TH ST. SPOKANE, ID 83409	
NO.	DATE	BY	REVISION



**Legend**  
 1. Proposed Building  
 2. Proposed Parking  
 3. Proposed Driveway  
 4. Proposed Site Elevation



STONE VALLEY PARK ASSOCIATION'S FACILITY		DATE: 11/11/11	
CAMP DUFFIN, CO. GRAD		SHEET: 11 OF 11	
CONCEPTUAL SITE PLAN/CH-2		PROJECT: STONE VALLEY PARK	
DESIGNED BY: [Signature]		DRAWN BY: [Signature]	
CHECKED BY: [Signature]		DATE: 11/11/11	
APPROVED BY: [Signature]		SCALE: AS SHOWN	
DESIGNED BY: [Signature]		DATE: 11/11/11	
DRAWN BY: [Signature]		DATE: 11/11/11	
CHECKED BY: [Signature]		DATE: 11/11/11	
APPROVED BY: [Signature]		DATE: 11/11/11	

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**TOWN OF PARACHUTE  
ORDINANCE NO. 681**

---

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO,  
AMENDING SECTION 9.17.120 OF THE PARACHUTE MUNICIPAL  
CODE CONCERNING THE TOWN'S DOMESTIC WATER SYSTEM  
SERVICE FEES BY ESTABLISHING RATES FOR THE USE OF BULK  
WATER**

WHEREAS, construction, oil, and gas industry trucks, businesses, and others use multiple thousands of gallons of the Town's treated domestic water annually; and

WHEREAS, bulk water usage could cause adverse effects on the Town's ability to produce sufficient amount of potable water to service residential and commercial customers; and

WHEREAS, bulk and hydrant water usage increases the Town's cost in maintaining the Town's domestic water system; and

WHEREAS, the Town encourages the use of non-potable raw water instead of the Town's potable water for construction, oil and gas industry uses, hydro-seeding, and other similar uses; and

WHEREAS, the Board of Trustees finds and determines that establishment of rates for the bulk water is necessary to protect the health, safety, and welfare of the Town's residents.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Section 9.17.120 of the Parachute Municipal Code is hereby amended to read as follows, with deletions shown as ~~strike-through~~ and additions underlined:

9.17.120 Water Service Fees. The charges and bills for the water service shall be as follows:

**B. Bulk and Hydrant Usage.**

Bulk Water -- \$ 8.00 ~~\$10.00~~ per 1,000 gallons

**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 16<sup>th</sup> day of April 2015.

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

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

**ATTEST:**

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

**PUBLIC NOTICE**

Public notice is hereby given that an Ordinance entitled:

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO,  
AMENDING SECTION 9.17.120 OF THE PARACHUTE MUNICIPAL  
CODE CONCERNING THE TOWN'S DOMESTIC WATER SYSTEM  
SERVICE FEES BY ESTABLISHING RATES FOR THE USE OF BULK  
WATER**

was introduced before the Board of Trustees on April 16, 2015; and that the Ordinance was approved at a regular meeting of the Board of Trustees held on April 16, 2015, and approved by the Mayor on April 16, 2015.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2015.

**TOWN OF PARACHUTE**

---

S. Denise Chiaretta, Town Clerk

**TOWN OF PARACHUTE  
ORDINANCE NO. 682**

---

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO,  
AMENDING CHAPTER 10.03.030(B) OF THE PARACHUTE MUNICIPAL  
CODE, CONCERNING FOWL OR POULTRY PROHIBITED.**

WHEREAS, Section 10.03.03(B) of the Parachute Municipal Code currently allows for up to two (2) chickens or ducks to be kept per single family residence, but does not address how such animals may be kept or enclosed on individual properties; and

WHEREAS, the Board of Trustees wishes to amend section 10.03.030(B) to set forth restrictions on the keeping of fowl or poultry in the Town;

WHEREAS, the Board of Trustees finds that amending Section 10.03.030(B) Parachute Municipal Code is in the best interests of the public health, safety and general welfare of the inhabitants of the Town.

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

Section 1. The foregoing recitals are incorporated herein as if set forth in full.

Section 2. Subsection (B) of Section 10.03.030 of the Parachute Municipal Code concerning exceptions for certain animals, is hereby replaced in its entirety to read as follows:

B. Poultry, subject to the following restrictions

(1) A maximum of six (6) chicken hens may be kept per premises of the owner or keeper. "Premises" shall be defined as all contiguous single-family residential property of the owner or keeper, including buildings thereon.

(2) Chicken hens must at all times be kept within a fenced backyard area of the owner or keeper's premises, and shall also be provided with a secure predator-resistant enclosure or henhouse. Chicken hens shall be confined or caged when being transported. It shall be unlawful for the owner or keeper of chicken hens to knowingly permit or allow chicken hens to roam off the premises.

(3) At all times chicken enclosures must be kept clean with no offensive odors, excessive dust or waste.

(4) Chicken enclosures must be set back at least ten feet (10') from the property line.

(5) Roosters are prohibited.

(6) The chicken enclosures shall not be kept in a manner which constitutes a nuisance, safety hazard or health problem.

(7) The Municipal Court is hereby authorized to impose increased penalties for subsequent violations by the same owner or keeper of poultry (defendant) for subsequent violations of this subsection (B). The Municipal Court shall have the authority to issue warrants or orders causing the abatement of any nuisance caused by poultry, including their destruction or their removal from Town.

(8) Violation of this subsection (B) shall constitute a Class A municipal offense.

**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 16<sup>th</sup> day of April 2015.

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

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

**ATTEST:**

\_\_\_\_\_  
Denise Chiaretta, Town Clerk

**PUBLIC NOTICE**

Public notice is hereby given that an Ordinance entitled:

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO,  
AMENDING CHAPTER 10.03.030(B) OF THE PARACHUTE MUNICIPAL  
CODE, CONCERNING FOWL OR POULTRY PROHIBITED.**

was introduced before the Board of Trustees on \_\_\_\_\_, 2015; that a copy of said Ordinance is posted at Town Hall; and that the Ordinance was approved at a regular meeting of the Board of Trustees held on \_\_\_\_\_, 2015, and approved by the Mayor on \_\_\_\_\_, 2015.

Copies of the adopted ordinance are available for inspection at the Town Hall, Parachute, Colorado and available on the internet at <http://www.parachutecolorado.com>.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2015.

**TOWN OF PARACHUTE**

\_\_\_\_\_  
Denise Chiaretta, Town Clerk

**TOWN OF PARACHUTE, COLORADO**  
**RESOLUTION NO. 2015 – 06**

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**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
PARACHUTE, COLORADO APPOINTING AND REPLACING LEGAL  
COUNSEL FOR THE TOWN.**

**WHEREAS**, at its meeting on March 19, 2015, the Board of Trustees of the Town of Parachute approved the Engagement of Karp Neu Hanlon, P.C. for provision of legal services to the Town; and

**WHEREAS**, the Board of Trustees wishes to formally appoint Karp Neu Hanlon, P.C. as the Town Attorney for the Town of Parachute, replacing Sands Law Office, LLC.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Parachute that Karp Neu Hanlon, P.C. is hereby appointed and designated as the Town Attorneys for the Town of Parachute, replacing Sands Law Office, LLC.

THIS RESOLUTION was read, passed, and adopted by the Board of Trustees of the Town of Parachute at a regular meeting held this 16<sup>th</sup> day of April, 2015.

TOWN OF PARACHUTE, COLORADO

By

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

ATTEST:

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



## COUNTY ATTORNEY'S OFFICE

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

March 26, 2015

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

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

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

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

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

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

Re: 2015 IGA – Mosquito Control

Dear Parties:

Enclosed, please find one (1) full copy and (6) copies of the signature page of the 2015 Intergovernmental Agreement for Mosquito Control for your review, consideration and submittal to your City or Town Council for authorization for signature and attestation by the City or Town Clerk..

After execution by the appropriate officials, please return one (1) fully executed IGA and six (6) additional executed signature pages to, “Attention: Mary Lynn Stevens” at the above address.

LETTER TO PARTIES  
Mosquito IGA  
PAGE 2  
March 26, 2015

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

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

Sincerely,



MARY LYNN STEVENS  
PARALEGAL / OFFICE MANAGER

MLS  
Attachments (IGA & 6 signature pages)

cc: Steve Anthony, Director, Vegetation Mgmt.

**INTERGOVERNMENTAL AGREEMENT FOR MOSQUITO CONTROL - 2015**

THE PARTIES to this Intergovernmental Agreement for Mosquito Control ("IGA") are the **BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO**, (hereinafter referred to as "County"); the **CITY OF GLENWOOD SPRINGS, STATE OF COLORADO**, (hereinafter referred to as "Glenwood"); the **TOWN OF CARBONDALE, STATE OF COLORADO**, (hereinafter referred to as "Carbondale"); the **CITY OF RIFLE, STATE OF COLORADO**, (hereinafter referred to as "Rifle"); the **TOWN OF SILT, STATE OF COLORADO**, (hereinafter referred to as "Silt"); the **TOWN OF NEW CASTLE, STATE OF COLORADO**, (hereinafter referred to as "New Castle"); and the **TOWN OF PARACHUTE, STATE OF COLORADO**, (hereinafter referred to as "Parachute").

**WHEREAS**, the parties to this IGA are authorized by Section 29-1-201, *et seq.*, C.R.S., as amended, to provide for joint funding and cooperation to provide services and functions which each is otherwise lawfully authorized to provide; and

**WHEREAS**, the parties to this IGA desire to cooperate in funding and making available a County-wide mosquito control and education program; and

**WHEREAS**, a coordinated effort by the County and the municipalities within the County will permit a more effective mosquito control and education program and specifically will aid control of the mosquito species responsible for the spread of West Nile Virus.

**NOW, THEREFORE**, in mutual consideration of the premises and the covenants and promises set forth below, the parties to this IGA agree as follows:

1. PROJECT. The Project that is the subject of this IGA is a comprehensive integrated larval and adult mosquito control program, on public and private property throughout Garfield County that will be designed specifically for Garfield County and the municipalities by an independent contractor. The Project will provide surveillance, identifying mosquito breeding habitats and areas with high numbers of mosquito larvae and adults, with an emphasis on Culex mosquitoes. Surveillance will include the use of GIS mapping technology. The Project will include the use of chemical pesticides for adult and larval mosquito control in a manner safe to citizens, the environment and pets. Chemical applications will only be done when the elected officials of each pertinent jurisdiction, or their designated staff member, determine that mosquito levels have reached a threshold that poses a public health risk. Each jurisdiction is responsible for working with the Contractor to

insure that their jurisdiction is in compliance with the Federal Clean Water Act and the Colorado Discharge Permit System as administered by the Colorado Department of Public Health and Environment. The independent contractor will also provide community outreach and public education.

2. PROJECT COSTS. The cost for the entire Project that is the subject of this IGA shall not exceed One Hundred Sixty Thousand Three Hundred Fifty-Six Dollars and Forty-One Cents (\$160,356.41), with each town and city contributing the amounts set forth below for a total contribution of Forty-three Thousand Nine Hundred Twenty Dollars (\$43,920.00) of the Project Cost. The remainder will be contributed by the County for the thirty-four (34) square miles of service area outside of the municipalities.

3. COUNTY RESPONSIBILITIES. The County shall be the coordinating entity and the contracting and fiscal authority for the Project. The County's responsibilities shall include the creation of the Request For Proposals ("RFP"), management of the RFP process, selection of the contractor and management of the contract. The County shall also continue its leadership role in the functioning of the informal West Nile Working Group. The County shall pay an amount not to exceed One Hundred Sixteen Thousand Four Hundred Thirty-six Dollars and Forty-One Cents (\$116,436.41) of the total Project Cost of One Hundred Sixty Thousand Three Hundred Fifty-Six Dollars and Forty-One Cents (\$160,356.41), unless emergency services are required.

4. GLENWOOD SPRINGS RESPONSIBILITIES. Glenwood Springs shall be responsible for payment to the County of \$4,800.00.

5. CARBONDALE RESPONSIBILITIES: Carbondale shall be responsible for payment to the County of \$6,340.00.

6. RIFLE RESPONSIBILITIES: Rifle's proportionate share is \$17,330.00. In 2015, Rifle shall be responsible for payment to the County of \$15,000.00. The County has agreed to pay the remaining \$2,330.00.

7. SILT RESPONSIBILITIES: Silt shall be responsible for payment to the County of \$4,600.00.

8. NEW CASTLE RESPONSIBILITIES: New Castle shall be responsible for payment to the County of \$5,230.00.

9. PARACHUTE RESPONSIBILITIES: Parachute shall be responsible for payment to the County of \$7,950.00.

10. PARTY RESPONSIBILITIES: All parties to this IGA shall cooperate with and assist the independent contractor chosen by the County to perform the work of the Project.

11. REMEDIES. If any of the cities or towns, identified in Paragraphs 4 through 9 above, fails to perform their payment obligation(s), the County may assume responsibility for the defaulting payment(s), and all other obligations of this IGA shall remain in full force and effect.

12. CONTRACT AWARD. The contract anticipated to define the Scope of Work needed for the Project shall be awarded by Garfield County pursuant to the terms of its Procurement Manual. The Notice to Proceed may be awarded prior to the payment obligations of the municipalities and towns being met.

13. INDEMNIFICATION. The parties acknowledge each is subject to the constitutional prohibitions against indemnification in Colo. Const. art XI, § 1. Neither can indemnify the other.

Nothing herein shall be interpreted as a waiver of governmental immunity to which each party would otherwise be entitled under Section 24-10-101, *et seq.*, C.R.S., as amended.

14. APPROPRIATION. This IGA is contingent upon appropriation and budgeting for the costs required for the Project. Should any party fail to appropriate or have available sufficient funds to pay for the costs of its obligations set forth herein, this IGA shall be considered of no force or effect, except to the extent that the County has assumed the obligations of another party, as set forth herein. This IGA is not intended to, nor does it create a multi-year fiscal obligation as defined by Section 20, Article X of the Constitution of the State of Colorado.

15. EFFECTIVE DATE. This IGA shall be effective January 1, 2015 through December 31, 2015, no matter the date of execution.

16. AMENDMENT. This IGA may be amended by the parties solely through a written agreement signed by each.

17. FACSIMILES AND COUNTERPARTS. This IGA may be signed in counterparts, and facsimile signatures may be substituted for original signatures.

18. GOVERNING LAW. The laws of the State of Colorado shall govern the validity, performance and enforcement of this

IGA. Venue for any action instituted pursuant to this IGA shall lie in Garfield County, Colorado.

19. AUTHORITY. Each person signing this IGA represents and warrants that said person is fully authorized to enter into and execute this IGA and to bind the party represented to the terms and conditions hereof.

20. NOTICE. All notices required under this IGA shall be in writing and shall be hand delivered or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses of the parties set forth below. Notice addresses may be changed without amendment to this IGA.

Notice to County: Board of County Commissioners  
Attn: County Manager  
108 8<sup>th</sup> Street, Suite 213  
Glenwood Springs, CO 81601  
Phone: (970) 945-9150  
Fax: (970) 384-5005

Notice to Glenwood: City of Glenwood Springs  
Attn: City Manager  
101 W. 8<sup>th</sup> St.  
Glenwood Springs, CO 81601  
Phone: 384-6400

Notice to Carbondale: Town of Carbondale  
Attn: Town Manager  
511 Colorado Avenue  
Carbondale, CO 81623  
Phone: (970) 963-2733  
Fax: (970) 963-9140

Notice to Rifle: City of Rifle  
Attn: City Manager  
202 Railroad Avenue  
P.O. Box 1908  
Rifle, CO 81650  
Phone: (970) 625-2121

Notice to Silt: Town of Silt  
Attn: Town Administrator  
231 N. 7<sup>th</sup> St., Box 70  
Silt, CO 81652  
Phone: (970) 876-2353

Notice to New Castle: Town of New Castle  
Attn: Town Administrator  
450 W. Main  
P.O. Box 90  
New Castle, CO 81647  
Phone: (970) 984-2311

Notice to Parachute: Town of Parachute  
Attn: Town Administrator  
222 Grand Valley Way  
Box 100  
Parachute, CO 81635  
Phone: (970) 285-7630

ATTEST:

**BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO**

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

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

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

ATTEST:

**CITY OF GLENWOOD SPRINGS,  
STATE OF COLORADO**

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

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

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

ATTEST:

**TOWN OF CARBONDALE  
STATE OF COLORADO**

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

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

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

ATTEST:

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

**CITY OF RIFLE  
STATE OF COLORADO**

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

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

ATTEST:

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

**TOWN OF SILT  
STATE OF COLORADO**

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

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

ATTEST:

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

**TOWN OF NEW CASTLE  
STATE OF COLORADO**

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

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

ATTEST:

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

**TOWN OF PARACHUTE  
STATE OF COLORADO**

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

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



**Recodification, Supplementation, and Internet Hosting Contractor Services Agreement  
For Town of Parachute, CO**

**Introduction**

This Agreement is entered into between Town of Parachute, CO, the "CUSTOMER," and Code Publishing Company, the "CONTRACTOR." It covers legal publishing services including, but not limited to, recodification, reformatting and republication of the current CODE, codification and publishing services for new ordinances, printing and print subscription services, electronic and online services, Internet hosting, and archiving for the Town of Parachute Code, the "CODE."

**Services to be Provided by the Contractor**

The CONTRACTOR shall provide codification and electronic publishing services for the CUSTOMER. Services shall include, but are not limited to, recodifying and republishing the existing CODE/reformatting and reprinting the existing code], codification and publishing services for new ordinances to supplement the CODE, printing and print subscription services, setup of the CODE for online access, Internet hosting and computer text output of an electronic version of the CODE, and code archiving.

**Delivery of Code Materials to the Contractor and Commencement of Project**

The CUSTOMER will deliver to the CONTRACTOR the current printed CODE and signed ordinances in hard copy or PDF format prior to commencement of the project. The CUSTOMER shall also deliver electronic CODE and ordinance files in a word processing or a non-graphic text format, if available, to the CONTRACTOR for the CONTRACTOR to convert to an electronic CODE format for the project. If said files are not available, the CONTRACTOR may scan the hard copy for conversion to an electronic format at a nominal charge to the CUSTOMER.

The CUSTOMER shall deliver all new ordinances electronically to the CONTRACTOR for codification in either a word processing or a non-graphic text format. For proofreading and archiving, the CUSTOMER shall also deliver digitally scanned copies of the signed originals of said new ordinances, in either PDF or TIF format, or mail hard copies to the CONTRACTOR. All electronic files shall be submitted by the CUSTOMER by upload to the CONTRACTOR at a web address to be supplied by the CONTRACTOR unless otherwise agreed to by the parties.

The CONTRACTOR shall undertake production of the project upon receipt of all necessary materials and the signed contract executed by the parties.

**Initial Codification Services**

The CONTRACTOR shall organize the ordinances and assign section numbering for publication in a format that allows for future expansion and supplementation on a page-for-page basis. History notes, a subject matter index keyed to the sections of the CODE, and ordinance tables will be created. The new CODE will be proofed word-for-word against the signed ordinances provided by

the CUSTOMER. The new CODE text will be printed in a two-column-per-page layout with justified margins, Times New Roman 11-point type font, unless otherwise specified by the CUSTOMER. The index, editor's notes, and other footnotes will be printed in Times New Roman 10-point type font with justified margins unless otherwise specified by the CUSTOMER.

The CONTRACTOR will codify new ordinances into the CODE at the time of the project in the same new format. During codification of the new ordinances into the CODE, the CONTRACTOR will revise all ordinance tables, indexes, and CODE sections affected by codification accordingly. Internal cross-references will be validated by the CONTRACTOR and the complete text of the new ordinances will be proofread and checked for typographical errors, incorrect section references, and inconsistencies. A proof copy of the new CODE will be provided for review by the CUSTOMER.

**Recodification Services**

The CONTRACTOR shall reorganize and renumber the existing CODE for republication in a format that allows for future expansion and supplementation on a page-for-page basis. The new CODE will be proofed word-for-word against the master volume provided by the CUSTOMER. The new CODE text will be printed in a two-column-per-page layout with justified margins, Times New Roman 11-point type font, unless otherwise specified by the CUSTOMER. The index, editor's notes, and other footnotes will be printed in Times New Roman 10-point type font with justified margins unless otherwise specified by the CUSTOMER.

The CONTRACTOR will codify new ordinances into the CODE at the time of the project in the same new format. During codification of the new ordinances into the CODE, the CONTRACTOR will revise all ordinance tables, indexes, and CODE sections affected by codification accordingly. Internal cross-references will be validated by the CONTRACTOR and the complete text of the new ordinances will be proofread and checked for typographical errors, incorrect section references, and inconsistencies. A proof copy of the new CODE will be provided for review by the CUSTOMER.

**Supplement Services**

The CONTRACTOR will codify new ordinances of a general and permanent nature that are delivered to it by CUSTOMER to supplement the CODE. New ordinances may be provided to the CONTRACTOR by CUSTOMER periodically or on a schedule as otherwise agreed to between the parties. CUSTOMER shall deliver new ordinances electronically to the CONTRACTOR in either a word processing or non-graphic text format by upload to the webpage address provided by the CONTRACTOR. The CUSTOMER shall also upload electronic PDF versions of the new signed original ordinances for the CONTRACTOR to proof against the text or word processing version.

In codifying new ordinances to supplement the code, affected pages of the CODE will be edited and revised by the CONTRACTOR to reflect new additions, repeals, revisions, and/or modifications. Appropriate editorial non-substantive changes including correction of manifest errors shall be made by the CONTRACTOR. Internal cross-references will be checked and the complete text of the new ordinances will be proofread and checked for typographical errors, incorrect section references, and inconsistencies. All ordinance tables, indexes, and CODE sections affected by codification will be revised accordingly. The CONTRACTOR will incorporate all new ordinances for codification into the CODE using the established CODE section numbering system.

**Delivery of Code Proof and Legal Review to Customer**

The CONTRACTOR will provide a proof copy of the new CODE together with editorial questions, and comments for review and approval by the CUSTOMER. The CUSTOMER will review and annotate the proof copy with any desired changes, then return the proof to the CONTRACTOR.

**Final Revisions, Printing, and Delivery of Printed Code to Customer**

Upon return or approval of the CODE proof by the CUSTOMER, the CONTRACTOR will publish the CODE, print the quantity of copies requested by the CUSTOMER, deliver the printed code copies to CUSTOMER, and prepare the electronic CODE version for Internet hosting. Camera-ready copy and/or print-image files of the CODE shall be provided to the CUSTOMER by the CONTRACTOR at no additional cost when requested.

**Online and Internet Services**

The CONTRACTOR shall provide Internet hosting services for the online CODE. Services shall include the creation of an HTML-formatted, edited, and searchable database; Internet hosting of the CODE on the CONTRACTOR's public server in a format accessed via the CUSTOMER's website; electronic CODE supplementation and archiving; and implementation of the electronic features requested by the CUSTOMER as described and priced in the proposal or final cost quotation sheet which is attached to and made a part of this Agreement. Other online features may be added in the future as requested by CUSTOMER in writing.

**Printed and Online Code Update Publication and Delivery**

Print Version. The CONTRACTOR shall publish and deliver printed CODE supplements on the schedule and in the quantity agreed to between the parties. A supplement directions page indicating pages to be removed and replaced in the CODE will be provided with each printed supplement. Printed CODE supplement and instruction page delivery will occur two (2) to six (6) weeks following receipt of the last ordinance to be included in the scheduled printed code version update by the CONTRACTOR.

Online Version. The CONTRACTOR shall publish and post electronic CODE supplements online on the same schedule selected for the printed code updates unless other electronic services are selected that update the online CODE on a different schedule or unless otherwise agreed between the parties. The electronic CODE shall be published in a sans serif font unless otherwise agreed to between the parties.

Online On-Demand Service. The CUSTOMER may elect the Online On-Demand update service to update the online CODE. The CONTRACTOR offers this service to CUSTOMER at no additional charge beyond the editorial and webhosting per page rate. Should CUSTOMER elect the Online On-Demand update service, new ordinances supplementing the online CODE will be codified and published in the online CODE hosted on the Internet within three (3) to five (5) days of receipt or on the date the new ordinances take legal effect.

**Additional Services**

The CONTRACTOR may provide additional services to the CUSTOMER as agreed to between the parties upon written request of either party. Such services may include other codification, printing, subscription, publication or Internet services. Service costs shall be quoted to the CUSTOMER in advance of the CONTRACTOR undertaking any additional work.

### **Terms**

In consideration for services, CUSTOMER shall compensate the CONTRACTOR the sum(s) set forth in the written proposal or final cost quotation sheet attached to and made a part of this Agreement. Additional service(s) provided by the CONTRACTOR following the execution of this Agreement shall be compensated at the current price(s) in effect for the CONTRACTOR's services at the time of performance of the services, unless otherwise agreed to between the parties and set forth in this Agreement.

### **Payment and Invoice Requirements**

The CUSTOMER shall be invoiced in installments for the initial codification, recodification, republication project and webhosting setup, and for supplement and print services.

First Payment. Upon delivery of the first proof, analysis and attorney's findings, the CONTRACTOR shall invoice CUSTOMER for fifty (50) percent of the total quoted project cost.

Final Payment. Upon delivery of the final code and Internet setup, or ninety (90) days after delivery of the first proof to customer, whichever is sooner, the CONTRACTOR shall invoice CUSTOMER for the remaining balance due for work performed on the project to date, unless other arrangements are made in advance between CUSTOMER and CONTRACTOR.

Changes to Proof Copy. Requested changes to the CODE not enacted by ordinance and not in response to the letter accompanying the proof copy may be invoiced an additional \$10.00 per page.

Webhosting Payments. Each year on the anniversary date of the online code setup, the CONTRACTOR shall invoice the CUSTOMER for webhosting consistent with the terms set forth in the attached proposal.

Subsequent Payments. For CODE supplementation services, the CONTRACTOR shall invoice the CUSTOMER upon delivery of the newly codified ordinances, printed supplements, and/or services elected by the CUSTOMER consistent with the terms set forth in the attached proposal. Additional services agreed to between the parties shall be invoiced following service delivery.

Due Date. All payments are due to the CONTRACTOR within thirty (30) days of receipt of the invoice by CUSTOMER.

### **Code to Remain Property of Customer**

The CODE produced by the CONTRACTOR shall be the exclusive and sole property of the CUSTOMER, and the CUSTOMER may use said CODE for any purposes it deems appropriate, including copying, distributing, or selling copies of said CODE.

### **Indemnification**

The CONTRACTOR shall indemnify, defend, and hold harmless the CUSTOMER, its officers, employees, agents, assigns, and representatives from any and all costs, claims, judgments or awards of damages arising out of any negligent acts or omissions of the CONTRACTOR, its officers, employees, agents, assigns, and representatives in performing the terms of this Agreement.

The CUSTOMER shall indemnify and hold harmless the CONTRACTOR, its officers, employees, agents, assigns, and representatives for any claims caused by delays to the codification process that may arise from the failure of the CUSTOMER to supply the CONTRACTOR promptly with all

necessary materials and/or information required for the completion of codification and supplementation services.

**Insurance**

The CONTRACTOR shall procure and maintain, for the duration of this Agreement, general commercial liability insurance for the benefit of the CONTRACTOR and the CUSTOMER against claims arising from or in connection with the performance of the terms of this Agreement by the CONTRACTOR, its officers, employees, agents, assigns, and representatives. The general commercial liability insurance policy limit amounts shall be no less than \$1,000,000 each occurrence and \$2,000,000 general aggregate coverage. Proof of insurance coverage shall be maintained by the CONTRACTOR and provided by the CONTRACTOR to the CUSTOMER upon request by the CUSTOMER.

**Termination of Agreement**

This Agreement may be terminated by either party upon sixty (60) days' advance written notice. The CUSTOMER is required to remunerate to the CONTRACTOR payment for all services performed by the CONTRACTOR up to the date that the services performed by the CONTRACTOR are to discontinue. The CUSTOMER acknowledges that the CONTRACTOR shall have a lien against all materials provided by the CUSTOMER to the CONTRACTOR for codification to secure payment for services due until full payment for services performed by the CONTRACTOR has been received.

**Effective Date**

This Agreement is effective upon the signatures of both parties to this Agreement from the most recent date signed by either of them and shall remain in effect continuously until terminated by either party.

**CODE PUBLISHING COMPANY**

**TOWN OF PARACHUTE, CO**

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

**Margaret O. Bustion, President  
9410 Roosevelt Way NE  
Seattle, WA 98115**

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

**Roy B. McClung, Mayor  
222 Grand Valley Way  
Parachute, CO 81635**

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

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



## City of Parachute, Colorado

### Recodification of the Municipal Code:

Editorial (includes proofing, indexing, etc.)	<u>5,250.00</u>
Graphics, maps, tables, diagrams	<u>Included</u>
Supplements (new ordinances added after proof returned)	<u>10.00 per page</u>
Two Print Copies	<u>100.00</u>

### Online Code:

Creation of HTML files	<u>Included</u>
Annual Internet hosting fee	<u>300.00 per year</u>

**Estimated First Year Total: 5,650.00**

### Printing, Binding and Shipping:

Copies of the code (est. 350 pages)	<u>35.00 each</u>
Binders: D-ring plastic	<u>15.00 each</u>
Tab dividers	<u>10.00</u>
PDF file for in-house printing/archival	<u>Included</u>

### Supplement Service:

Editorial (includes online code)	<u>21.95 per page</u>
Graphics, maps, tables, diagrams	<u>15.00 per page</u>
Printing and shipping	<u>0.10 per impression</u>
PDF file for in-house printing/archival	<u>Included</u>

### Optional:

Telephone support	<u>No charge</u>
Sample ordinances	<u>No charge</u>
Subscription service	<u>No charge</u>

*No startup costs. No "per supplement" charges. No extra charges or higher page rates if printed or electronic supplements are requested more often. All prices are estimates; final invoice is based on actual number of pages. Payments for new codes may be stretched over two budget cycles. Please call if any of our services can be modified to better suit the needs of your municipality.*



Code Publishing Company  
9410 Roosevelt Way NE  
Seattle, WA 98115-2844

206.527.6831/800.551.2633  
[www.codepublishing.com](http://www.codepublishing.com)  
[cpc@codepublishing.com](mailto:cpc@codepublishing.com)

## REAL ESTATE LEASE

THIS LEASE is made and entered into effective as of \_\_\_\_\_, 2015 by and between the TOWN OF PARACHUTE, COLORADO, a home rule municipal corporation, whose address is 222 Grand Valley Way, Parachute, Colorado, (the "Landlord"), and, The Little Coffee Shack LLC whose address is 222 East 1<sup>st</sup> Street, (the "Tenant").

For and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agrees as follows:

1. **PREMISES.** Landlord hereby leases to Tenant space located on Landlord's lot located at 222 East 1st Street, Parachute, Colorado. The leased premise includes the land and improvements, if any, on such real property. Such letting is upon and subject to the terms, conditions and covenants set forth below and Tenant covenants as a material part of the consideration for this Lease to keep and perform all such terms, conditions and covenants.
2. **TERM.** The term of this lease shall be for a period of one (1) year commencing at 8:00 \_\_\_\_\_, 2015 and ending at 5:00 p.m. on the \_\_\_\_\_, 2015.
3. **RENT.** Tenant shall pay Landlord rent for the Leased premises at Landlord's address at 222 Grand Valley Way. Rent shall be paid in advance, in monthly installments due on the 1st day of each month and without demand, counterclaim, deduction or set-off. The rent shall be U.S. \$200.00 per month plus all adjustments and other charges due hereunder.
4. **LATE CHARGES AND INTEREST.** Tenant acknowledges Landlord will incur costs and expenses not contemplated by this Lease if Tenant fails to pay rent within ten (10) days of the due date. Therefore, Tenant shall pay Landlord (a) a late charge of \$50.00 if payment is not made within ten (10) business days of the due date; (b) interest at the rate of 1.5% per month on any past due amounts calculated from the respective due dates and without regard to the imposition of any late charge; and (c) a charge of \$50.00 for any check or draft which is returned unpaid or dishonored.
5. **POSSESSION.** Provided Tenant has delivered an insurance certificate to Landlord by \_\_\_\_\_ 2015, Tenant shall be entitled to access to and possession of the Leased premises for occupancy by Tenant on that date.
6. **USE OF LEASED PREMISES.** The Leased premises shall be used for a retail coffee and food dispensing facility.
7. **UTILITY AND OTHER SERVICES.** Tenant shall be solely responsible for and shall pay the cost of electric service, trash removal service and telephone service, if any, to the Leased premises, Tenant shall separately arrange for telephone and other communication services. The physical installation of such communication services shall be subject to Landlord's prior written approval. Landlord shall bill Tenant for electric service to the leased premises on a monthly basis.
8. **INSURANCE.** Tenant shall keep and maintain (i) public liability insurance for the leased

premises and any business or operations conducted on the leased premises with coverage for bodily injury and property damage on a comprehensive basis with limits of not less than \$500,000.00; and (ii) fire and extended coverage insurance on Tenant's property equal to the full replacement cost. All public liability insurance policies shall name Landlord as an additional insured. Tenant shall provide Landlord with certificates of such insurance prior to taking possession and on each anniversary of the commencement of this Lease. No such policy or policies may be canceled without thirty (30) days prior written notice to Landlord, and said certificates shall so provide. All insurance policies and insurance companies selected by Tenant shall be subject to the prior written and reasonable approval of Landlord. In the event Landlord elects to maintain public liability insurance for the leased premises, Tenant's public liability insurance for the leased premises shall be deemed the primary insurance coverage.

9. **ACCEPTANCE OF PREMISES.** Tenant accepts the leased premises in its present condition unless otherwise agreed in writing by an Addendum signed by the parties and annexed to this Lease. Tenant acknowledges that Tenant has inspected the leased premises and all utilities, appurtenances, access and other services to the leased premises and is satisfied with all aspects of same. Tenant further acknowledges that neither Landlord nor any agent or other representative of Landlord has made any representation or warranty as to the suitability of the leased premises for the conduct of Tenant's operations. Subject to the provisions on alterations requiring the Landlord's written consent, all work, improvements and alterations required for Tenant's use of the leased premises will be accomplished at Tenant's sole cost and expense.
  
10. **MAINTENANCE, ALTERATIONS AND REPAIRS.** Tenant shall, at Tenant's sole expense, keep the leased premises in good repair during the term of this Lease. Tenant shall not, without the prior written consent of Landlord, make any alterations, improvements, or additions to the leased premises. In the event Tenant desires to make any alterations, improvements or additions, Tenant shall first submit plans and specifications and obtain Landlord's written consent for same prior to commencing any such work. All alterations, improvements or additions, whether temporary or permanent in nature, made by Landlord or Tenant in or upon the leased premises, shall become Landlord's property and shall remain upon the leased premises at the termination of this Lease by lapse of time or otherwise, without compensation to Tenant (excepting only Tenant's furniture, trade fixtures and equipment); provided, however, that Landlord shall have the right to require Tenant to remove such alterations, improvements or additions at Tenant's cost upon the termination of this Lease and the repair of any damage caused to the leased premises as a result of any such removal shall be paid for by Tenant. Tenant shall promptly pay the cost and expense of all work on the leased premises and upon completion deliver to Landlord evidence of payment and waivers of all liens for labor, services or materials. Tenant shall defend and hold harmless Landlord and the leased premises from all costs, damages or liens for labor, services or materials relating to such work. At least five (5) days prior to the commencement of any work on the leased premises, Tenant shall notify Landlord of the names and addresses of the persons supplying labor and materials for the proposed work. During the progress of any such work on the leased premises, Landlord shall have the right to go upon and inspect the leased premises at all reasonable times, and shall

have the right to post and keep posted thereon notices of non-liability as provided by law.

11. **HAZARDOUS MATERIALS.** Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the leased premises by Tenant, Tenants agents, employees, contractors or invitees. As ,used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local, state or federal governmental authority. The term "Hazardous Material" includes, without limitation, (i) any material or substance that is defined as a "hazardous substance" or "hazardous waste" under law, (ii) petroleum, (iii) asbestos, or (iv) any material that is defined as a "regulated substance."
12. **SIGNS.** Tenant shall have the right to erect and install signs in and about the leased premises provided, however, that all such signs shall comply with the Town of Parachute's sign code and shall be kept in good condition and repair at Tenants sole cost and expense. The design and size of any such sign shall be subject to prior written approval of Landlord.
13. **ADDITIONAL COVENANTS OF TENANT.** In addition to the terms, conditions and covenants set forth elsewhere in this Lease, Tenant covenants with Landlord that Tenant shall:
  - a. Keep and maintain the leased premises in a sanitary condition as required by State law and local ordinances and comply with fire, safety, health, environmental, building, zoning, anti-discrimination and all other laws regulating the use of the leased premises now or hereafter in force;
  - b. Keep and maintain the leased premises in good condition and repair, and at the expiration of this lease to render and deliver up the leased premises in as good order and condition as when entered upon, loss by fire, inevitable acts, and ordinary wear and depreciation excepted;
  - c. Neither commit, suffer nor permit any waste, damage, disfiguration or injury to the leased premises or any improvements, fixtures or equipment located therein;
  - d. Neither keep, use nor sell any article or substance on the leased premises which may be hazardous or toxic as determined by governmental health or safety authorities or prohibited by any insurance policy in force; and
  - e. Neither commit nor suffer any disorderly conduct, noise or nuisance whatever about the leased premises having a tendency to annoy or disturb other persons on adjacent property.
  - f. Tenant shall at all times during the lease term maintain current State and Towns sales tax licenses, applicable health department certificates and a currents Town business license. Tenant shall timely remit all sales taxes when due to the Colorado Department of Revenue in accordance with applicable State regulations.
14. **DAMAGE BY TENANT.** If any part of Landlord's property is damaged or destroyed

through the negligence, carelessness, abuse or misuse of Tenant, Tenant's agents, employees, contractors, or invitees, then the cost of necessary repairs and replacements shall be paid by Tenant, to Landlord, on demand, as additional rent.

15. **COVENANT OF QUIET ENJOYMENT.** Landlord covenants that Landlord is the owner of the leased premises and has the power and authority to grant and make the within Lease; that during the term of and subject to the terms of this Lease and on condition that Tenant shall discharge all Tenant's obligations hereunder, Tenant shall have and enjoy the quiet and undisturbed possession of the leased premises.
16. **HOLD OVER.** It is mutually agreed that if, after the expiration of this Lease, Tenant shall remain in possession of the leased premises and continue to pay rent without written agreement as to such possession, then Tenant shall be deemed a tenant from month to month at a rent payable, in advance, equal to the monthly rent set forth above and otherwise shall be subject to all terms and conditions of this Lease and further provided each party shall give thirty (30) days prior written notice of the termination of such hold over tenancy.
17. **LANDLORD 'S RIGHT TO PERFORM.** If Tenant breaches any covenant or condition of the Lease, Landlord may cure such breach at the expense of Tenant and the reasonable amount of all expenses, including attorney's fees, including legal assistant's fees, incurred by Landlord in doing so shall be deemed additional rent payable on demand .
18. **ENTRY BY LANDLORD.** Landlord and Landlord's agents shall have the right to enter the leased premises at all reasonable times for the purpose of examining or inspecting same, to make such alterations, repair, improvements or additions to the leased premises as Landlord may deem necessary or desirable. Landlord shall use reasonable efforts on any such entry not to unreasonably interrupt or interfere with Tenant's use and occupancy of the leased premises.
19. **ABANDONMENT OF PERSONAL PROPERTY.** If Tenant shall abandon, vacate or surrender the leased premises or shall be dispossessed by process of law or otherwise, then any personal property belonging to Tenant and left on the leased premises shall be deemed abandoned.
20. **DEFAULT.** Each one of the following events is an "event of default".
  - a. Tenant fails to pay rent or any other amount payable to Landlord under this Lease and such failure continues for three (3) days after written notice of such default is given to Tenant in accordance with Colorado law;
  - b. Tenant vacates or abandons the leased premises at any time prior to the end of the Lease;
  - c. This Lease or possession of the leased premises is transferred to or obtained by any person without the written consent of Landlord in accordance with the terms of this Lease;

- d. This Lease or possession of the leased premises is taken upon execution or by others process of law directed against Tenant, or is taken upon attachment by any creditor of or claimant against Tenant, and such writ is not discharged within fifteen (15) days after levy; or
  - e. Tenant fails to perform any other agreement, term, covenant or condition of this Lease on Tenant's part to be performed and such non-performance continues for a period of fifteen (15) days after written notice of such default by Landlord is given to Tenant, provided that if such default cannot be reasonably cured within such fifteen (15) day period Tenant shall thereafter diligently proceed to completion.
21. **REMEDIES UPON DEFAULT.** In the event of an uncured default by Tenant, Landlord may have any one or more of the following described remedies, in addition to all other rights and remedies provided in law or in equity;
- a. Landlord may terminate this Lease and forthwith repossess the leased premises and be entitled to recover as damages a sum of money equal to the total of (a) the cost of recovering the leased premises, including Landlord's attorney's fees, including legal assistant's fees; (b) the unpaid rent earned at the time of termination, plus interest thereon at the rate of eighteen percent (18%) per annum from the due date; (c) damages for the wrongful withholding of the leased premises by Tenant; and (d) any other damages owed by Tenant to Landlord.
  - b. Interest on Landlord Advances. Any amounts paid by Landlord to cure any defaults of Tenant under this Lease which Landlord shall have the right, but not the obligation, to cure, shall, if not repaid by Tenant within five (5) days of written demand by Landlord, thereafter bear interest at the rate of eighteen percent (18%) per annum until paid.
22. **INDEMNIFICATION OF LANDLORD.** Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims arising from (i) Tenant's use of the leased premises, or from the conduct of Tenant's operation in or about the leased premises; (ii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (iii) the negligence of Tenant, or any of Tenant's agents, contractors or employees; and (iv) against all costs, attorney's fees, including legal assistant's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In no event, however, shall Landlord be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any negligence of Landlord, or any of Landlord's agents, contractors or employees.
23. **INDEMNIFICATION OF TENANT.** Landlord shall defend, indemnify and hold harmless Tenant from and against any and all claims arising from (i) any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease; (ii) the negligence of Landlord, or any of Landlord's agents, contractors or employees; and (iii) from and against all costs, attorney's fees, including legal assistant's fees, expenses and liabilities incurred in the defense of any such claim or any action or

proceeding brought thereon. In no event, however, shall Tenant be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors or employees.

24. **ATTORNEY'S FEES.** In the event of any litigation or arbitration between Tenant and Landlord to enforce any provision of this Lease or any right of either party in this Lease, the unsuccessful party to such litigation or arbitration shall pay to the successful party all costs and expenses, including reasonable attorney's fees, including legal assistant's fees, incurred in such proceeding. Moreover, if Landlord, without fault is made a party to any litigation instituted by or against Tenant, Tenant shall indemnify Landlord against, and protect, defend and save Landlord harmless from all costs and expenses, including attorney's fees, including legal assistant's fees, incurred by Landlord in connection with same. To the extent permitted by law, Landlord and Tenant hereby waive the right to a jury trial in any legal proceeding relating to this Lease.
25. **ASSIGNABILITY.** Tenant shall not sublet, assign, encumber, otherwise transfer any interest in this Lease or the leased premises without the express written consent of the Landlord having first been obtained, which consent need not release Tenant from any obligation under this Lease. Any sublease, assignment, transfer or sale of this Lease, or any part thereof, by Tenant without the express written consent of the Landlord shall be invalid, null and void. It is further understood and agreed, however that Landlord shall have the right to freely assign and transfer Landlord's interest in and to this Lease or the leased premises and Tenant shall remain bound under the terms of this Lease without the necessity of an express attornment to any such assignee or transferee.
26. **NOTICES.** Any notice given by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed ordinary mail, postage prepaid, addressed (a) if to Tenant, at the leased premises, and (b) if to Landlord, at Landlord's address first above set forth, or at such other addresses as the parties may designate in writing. Notice shall be deemed to have been fully given, if personally delivered, upon delivery thereof, and if mailed, one (1) day after the mailing thereof.
27. **SURVIVAL.** Any termination of this Lease (however occasioned) shall not affect the accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
28. **INTERPRETATION.** If any clause or provision of this Lease be determined to be illegal, invalid, null, void or unenforceable under present or future laws, then it is the intention of the parties to this Lease that the other terms and provisions of this Lease shall remain in full force and effect. No assent, expressed or implied, to any breach of any one or more of the covenants of this Lease shall be taken or deemed to be a waiver of any succeeding or other breach. Subject to the section limiting assignability, this Lease shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. Any word contained in the text of

this Lease shall be read as singular or plural and in the masculine, feminine or neuter gender as may be applicable in the particular context. The captions of this Lease are for convenience only, are not part of the Lease, and do not in any way limit or amplify any term, condition or covenant. This Lease contains all of the agreements, understandings and representations between the parties. No term of this Lease shall be altered, amended, waived or modified to any extent, except by written instrument executed by both parties. This Lease may be executed in two or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Time is of the essence of this Lease.

29. RENEWAL. Upon expiration of this Lease, such Lease may be renewed for additional periods as mutually agreed upon by the parties. If Landlord elects to renew this Lease, Landlord reserves the right to increase the rent from the amount specified in this Lease. In the event Tenant desires to renew such Lease, Tenant shall provide Landlord notice of intent at least thirty (30) days prior to expiration of this Lease.

**IN WITNESS WHEREOF**, the parties have signed this Lease as set forth below to be effective the day and year first written above.

LANDLORD: TOWN OF PARACHUTE,  
COLORADO, a home rule municipal  
corporation, acting by through its Board of  
Trustees

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

ATTEST:

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

TENANT: The Little Coffee Shack LLC

By: \_\_\_\_\_  
Carl M. Metcalf, Owner

## REAL ESTATE LEASE

THIS LEASE is made and entered into effective as of \_\_\_\_\_, 2015 by and between the TOWN OF PARACHUTE, COLORADO, a home rule municipal corporation, whose address is 222 Grand Valley Way, Parachute, Colorado, (the "Landlord"), and Maria Cordova d/b/a/ The Running Burrito, whose address is 2619 West Ave. Rifle, CO. 81650, (the "Tenant").

For and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Landlord and Tenant agrees as follows:

1. **PREMISES.** Landlord hereby leases to Tenant space located on Landlord's lot located at 222 East 1st Street, Parachute, Colorado. The leased premise includes the land and improvements, if any, on such real property. Such letting is upon and subject to the terms, conditions and covenants set forth below and Tenant covenants as a material part of the consideration for this Lease to keep and perform all such terms, conditions and covenants.
2. **TERM.** The term of this lease shall be for a period of one (1) year commencing at 8:00 \_\_\_\_\_, 2015 and ending at 5:00 p.m. on the \_\_\_\_\_, 2015.
3. **RENT.** Tenant shall pay Landlord rent for the Leased premises at Landlord's address at 222 Grand Valley Way. Rent shall be paid in advance, in monthly installments due on the 1st day of each month and without demand, counterclaim, deduction or set-off. The rent shall be U.S. \$300.00 per month plus all adjustments and other charges due hereunder.
4. **LATE CHARGES AND INTEREST.** Tenant acknowledges Landlord will incur costs and expenses not contemplated by this Lease if Tenant fails to pay rent within ten (10) days of the due date. Therefore, Tenant shall pay Landlord (a) a late charge of \$50.00 if payment is not made within ten (10) business days of the due date; (b) interest at the rate of 1.5% per month on any past due amounts calculated from the respective due dates and without regard to the imposition of any late charge; and (c) a charge of \$50.00 for any check or draft which is returned unpaid or dishonored.
5. **POSSESSION.** Provided Tenant has delivered an insurance certificate to Landlord by May 1, 2015, Tenant shall be entitled to access to and possession of the Leased premises for occupancy by Tenant on that date.
6. **USE OF LEASED PREMISES.** The Leased premises shall be used for a retail dispensing facility of Mexican food.
7. **UTILITY AND OTHER SERVICES.** Tenant shall be solely responsible for and shall pay the cost of electric service, trash removal service and telephone service, if any, to the Leased premises, Tenant shall separately arrange for telephone and other communication services. The physical installation of such communication services shall be subject to Landlord's prior written approval. Landlord shall bill Tenant for electric service to the leased premises on a monthly basis.
8. **INSURANCE.** Tenant shall keep and maintain (i) public liability insurance for the leased

premises and any business or operations conducted on the leased premises with coverage for bodily injury and property damage on a comprehensive basis with limits of not less than \$500,000.00; and (ii) fire and extended coverage insurance on Tenant's property equal to the full replacement cost. All public liability insurance policies shall name Landlord as an additional insured. Tenant shall provide Landlord with certificates of such insurance prior to taking possession and on each anniversary of the commencement of this Lease. No such policy or policies may be canceled without thirty (30) days prior written notice to Landlord, and said certificates shall so provide. All insurance policies and insurance companies selected by Tenant shall be subject to the prior written and reasonable approval of Landlord. In the event Landlord elects to maintain public liability insurance for the leased premises, Tenant's public liability insurance for the leased premises shall be deemed the primary insurance coverage.

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13. **ADDITIONAL COVENANTS OF TENANT.** In addition to the terms, conditions and covenants set forth elsewhere in this Lease, Tenant covenants with Landlord that Tenant shall:
  - a. Keep and maintain the leased premises in a sanitary condition as required by State law and local ordinances and comply with fire, safety, health, environmental, building, zoning, anti-discrimination and all other laws regulating the use of the leased premises now or hereafter in force;
  - b. Keep and maintain the leased premises in good condition and repair, and at the expiration of this lease to render and deliver up the leased premises in as good order and condition as when entered upon, loss by fire, inevitable acts, and ordinary wear and depreciation excepted;
  - c. Neither commit, suffer nor permit any waste, damage, disfiguration or injury to the leased premises or any improvements, fixtures or equipment located therein;
  - d. Neither keep, use nor sell any article or substance on the leased premises which may be hazardous or toxic as determined by governmental health or safety authorities or prohibited by any insurance policy in force; and
  - e. Neither commit nor suffer any disorderly conduct, noise or nuisance whatever about the leased premises having a tendency to annoy or disturb other persons on adjacent property.
  - f. Tenant shall at all times during the lease term maintain current State and Towns sales tax licenses, applicable health department certificates and a currents Town business license. Tenant shall timely remit all sales taxes when due to the Colorado Department of Revenue in accordance with applicable State regulations.
14. **DAMAGE BY TENANT.** If any part of Landlord's property is damaged or destroyed

through the negligence, carelessness, abuse or misuse of Tenant, Tenant's agents, employees, contractors, or invitees, then the cost of necessary repairs and replacements shall be paid by Tenant, to Landlord, on demand, as additional rent.

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16. **HOLD OVER.** It is mutually agreed that if, after the expiration of this Lease, Tenant shall remain in possession of the leased premises and continue to pay rent without written agreement as to such possession, then Tenant shall be deemed a tenant from month to month at a rent payable, in advance, equal to the monthly rent set forth above and otherwise shall be subject to all terms and conditions of this Lease and further provided each party shall give thirty (30) days prior written notice of the termination of such hold over tenancy.
17. **LANDLORD 'S RIGHT TO PERFORM.** If Tenant breaches any covenant or condition of the Lease, Landlord may cure such breach at the expense of Tenant and the reasonable amount of all expenses, including attorney's fees, including legal assistant's fees, incurred by Landlord in doing so shall be deemed additional rent payable on demand .
18. **ENTRY BY LANDLORD.** Landlord and Landlord's agents shall have the right to enter the leased premises at all reasonable times for the purpose of examining or inspecting same, to make such alterations, repair, improvements or additions to the leased premises as Landlord may deem necessary or desirable. Landlord shall use reasonable efforts on any such entry not to unreasonably interrupt or interfere with Tenant's use and occupancy of the leased premises.
19. **ABANDONMENT OF PERSONAL PROPERTY.** If Tenant shall abandon, vacate or surrender the leased premises or shall be dispossessed by process of law or otherwise, then any personal property belonging to Tenant and left on the leased premises shall be deemed abandoned.
20. **DEFAULT.** Each one of the following events is an "event of default".
  - a. Tenant fails to pay rent or any other amount payable to Landlord under this Lease and such failure continues for three (3) days after written notice of such default is given to Tenant in accordance with Colorado law;
  - b. Tenant vacates or abandons the leased premises at any time prior to the end of the Lease;
  - c. This Lease or possession of the leased premises is transferred to or obtained by any person without the written consent of Landlord in accordance with the terms of this Lease;

- d. This Lease or possession of the leased premises is taken upon execution or by others process of law directed against Tenant, or is taken upon attachment by any creditor of or claimant against Tenant, and such writ is not discharged within fifteen (15) days after levy; or
  - e. Tenant fails to perform any other agreement, term, covenant or condition of this Lease on Tenant's part to be performed and such non-performance continues for a period of fifteen (15) days after written notice of such default by Landlord is given to Tenant, provided that if such default cannot be reasonably cured within such fifteen (15) day period Tenant shall thereafter diligently proceed to completion.
21. **REMEDIES UPON DEFAULT.** In the event of an uncured default by Tenant, Landlord may have any one or more of the following described remedies, in addition to all other rights and remedies provided in law or in equity;
- a. Landlord may terminate this Lease and forthwith repossess the leased premises and be entitled to recover as damages a sum of money equal to the total of (a) the cost of recovering the leased premises, including Landlord's attorney's fees, including legal assistant's fees; (b) the unpaid rent earned at the time of termination, plus interest thereon at the rate of eighteen percent (18%) per annum from the due date; (c) damages for the wrongful withholding of the leased premises by Tenant; and (d) any other damages owed by Tenant to Landlord.
  - b. Interest on Landlord Advances. Any amounts paid by Landlord to cure any defaults of Tenant under this Lease which Landlord shall have the right, but not the obligation, to cure, shall, if not repaid by Tenant within five (5) days of written demand by Landlord, thereafter bear interest at the rate of eighteen percent (18%) per annum until paid.
22. **INDEMNIFICATION OF LANDLORD.** Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims arising from (i) Tenant's use of the leased premises, or from the conduct of Tenant's operation in or about the leased premises; (ii) any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease; (iii) the negligence of Tenant, or any of Tenant's agents, contractors or employees; and (iv) against all costs, attorney's fees, including legal assistant's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceedings brought thereon. In no event, however, shall Landlord be entitled to indemnification under this Section if such claim arises from any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease, or arising from any negligence of Landlord, or any of Landlord's agents, contractors or employees.
23. **INDEMNIFICATION OF TENANT.** Landlord shall defend, indemnify and hold harmless Tenant from and against any and all claims arising from (i) any breach or default in the performance of any obligation on Landlord's part to be performed under the terms of this Lease; (ii) the negligence of Landlord, or any of Landlord's agents, contractors or employees; and (iii) from and against all costs, attorney's fees, including legal assistant's fees, expenses and liabilities incurred in the defense of any such claim or any action or

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24. **ATTORNEY'S FEES.** In the event of any litigation or arbitration between Tenant and Landlord to enforce any provision of this Lease or any right of either party in this Lease, the unsuccessful party to such litigation or arbitration shall pay to the successful party all costs and expenses, including reasonable attorney's fees, including legal assistant's fees, incurred in such proceeding. Moreover, if Landlord, without fault is made a party to any litigation instituted by or against Tenant, Tenant shall indemnify Landlord against, and protect, defend and save Landlord harmless from all costs and expenses, including attorney's fees, including legal assistant's fees, incurred by Landlord in connection with same. To the extent permitted by law, Landlord and Tenant hereby waive the right to a jury trial in any legal proceeding relating to this Lease.
25. **ASSIGNABILITY.** Tenant shall not sublet, assign, encumber, otherwise transfer any interest in this Lease or the leased premises without the express written consent of the Landlord having first been obtained, which consent need not release Tenant from any obligation under this Lease. Any sublease, assignment, transfer or sale of this Lease, or any part thereof, by Tenant without the express written consent of the Landlord shall be invalid, null and void. It is further understood and agreed, however that Landlord shall have the right to freely assign and transfer Landlord's interest in and to this Lease or the leased premises and Tenant shall remain bound under the terms of this Lease without the necessity of an express attornment to any such assignee or transferee.
26. **NOTICES.** Any notice given by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed ordinary mail, postage prepaid, addressed (a) if to Tenant, at the leased premises, and (b) if to Landlord, at Landlord's address first above set forth, or at such other addresses as the parties may designate in writing. Notice shall be deemed to have been fully given, if personally delivered, upon delivery thereof, and if mailed, one (1) day after the mailing thereof.
27. **SURVIVAL.** Any termination of this Lease (however occasioned) shall not affect the accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
28. **INTERPRETATION.** If any clause or provision of this Lease be determined to be illegal, invalid, null, void or unenforceable under present or future laws, then it is the intention of the parties to this Lease that the other terms and provisions of this Lease shall remain in full force and effect. No assent, expressed or implied, to any breach of any one or more of the covenants of this Lease shall be taken or deemed to be a waiver of any succeeding or other breach. Subject to the section limiting assignability, this Lease shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties. This Lease shall be governed by and construed and enforced in accordance with the laws of the State of Colorado. Any word contained in the text of

this Lease shall be read as singular or plural and in the masculine, feminine or neuter gender as may be applicable in the particular context. The captions of this Lease are for convenience only, are not part of the Lease, and do not in any way limit or amplify any term, condition or covenant. This Lease contains all of the agreements, understandings and representations between the parties. No term of this Lease shall be altered, amended, waived or modified to any extent, except by written instrument executed by both parties. This Lease may be executed in two or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Time is of the essence of this Lease.

29. RENEWAL. Upon expiration of this Lease, such Lease may be renewed for additional periods as mutually agreed upon by the parties. If Landlord elects to renew this Lease, Landlord reserves the right to increase the rent from the amount specified in this Lease. In the event Tenant desires to renew such Lease, Tenant shall provide Landlord notice of intent at least thirty (30) days prior to expiration of this Lease.

**IN WITNESS WHEREOF**, the parties have signed this Lease as set forth below to be effective the day and year first written above.

LANDLORD: TOWN OF PARACHUTE,  
COLORADO, a home rule municipal  
corporation, acting by through its Board of  
Trustees

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

ATTEST:

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

TENANT: Maria Cordova d/b/a The Running  
Burrito

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

**AGREEMENT BETWEEN THE TOWN OF PARACHUTE  
AND BETTER CITY TO PROVIDE PROFESSIONAL SERVICES FOR LEGAL  
SERVICES**

---

**DATE:**       **APRIL 16, 2015**

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

**BETTER CITY**, a professional corporation, 1100 County Hills Drive, Suite 300, Ogden, UT 84403 (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 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 Parties. Either Party shall have the right to terminate this Agreement at any time by providing 30 days written notice 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. To the extent permitted by law, Town agrees to indemnify and hold harmless Consultant 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 Town 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 Consultant, Consultant will give notice within ten (10) days thereof to Town.

**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. 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.

**Section 20. Survival Clause.** The indemnification provisions set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

**Section 21. Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§24-10-101 *et seq.*

**Section 22. Ownership of Instruments of Service.** The Town acknowledges the Consultant's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Consultant. Any and all unauthorized reuse of Consultant's instruments of service will be at the Town's sole risk and without liability to the Consultant.

**Section 23. Agreement Subject to Annual Appropriation.** To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Minturn Municipal Code and Article X,

Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

**Section 24. Authority.** Each person signing this Agreement, and any exhibits, addendums, or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

**Section 25. Attorneys' Fees.** Should this Agreement become the subject of litigation between the Town and Consultant, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the last signature hereto.

**TOWN OF PARACHUTE**

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

**ATTEST:**

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

**CONSULTANT:**

By: \_\_\_\_\_  
Matthew Godfrey, Chief Executive Officer

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by as Chief Executive Officer.

Witness my official hand and seal.

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

( S E A L )

\_\_\_\_\_  
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**

# Parachute/Battlement Mesa Scope of Work

## Fee Proposal & Cost Breakdown

Better City's fee proposal and cost breakdown by consultant for each of the phases is as follows:

Forty five thousand dollars (\$45,000) for the delivery of Phase 1, twenty five thousand dollars (\$25,000) for delivery of Phase 2, fifteen thousand dollars (\$15,000) each for Phases 3 and 4 for a total of one hundred thousand dollars (\$100,000). Travel reimbursement for actual costs of travel for lodging, meals and travel using IRS approved mileage rates up to two thousand five hundred dollars (\$2,500). Payment will be remitted with 15 days of receipt of invoice.

## Phase 1: Economic development plan for Towns of Parachute and Battlement Mesa

### Intake/Analysis

- Conduct stakeholder interviews and meetings
- Identify current vision and goals of the community
- Inventory existing community assets, infrastructure and liabilities that may impact development

### Identify action steps and recommendations to improve the current situation

- Perform a market analysis and demographic assessment specific to the city core business districts identifying strengths, weaknesses, opportunities, and threats
- Develop action steps and recommendations will draw on regional “best practices” and successful community development efforts including comparable communities outside the region.
- Create a strategy to retain existing jobs and revenue streams while pursuing new opportunities

### Identify key stakeholders to move initiatives forward

- Identify strategic partnerships that are necessary for implementation
- Hold early meetings with key elected officials and community leaders to share ideas and receive feedback
- Conduct “visioning” public meetings to solicit ideas and share concepts for economic strategy to gather feedback and support. Planning concepts and land use plans will also be discussed in these forums to discuss how and where future development should take place. Topics such as economic diversification and generational prosperity will also be discussed.

### Create a plan for Economic Diversification

- Identify opportunities to diversify the economy
- Propose industries and opportunities that leverage existing assets while also considering the creation of completely new clusters based on community desires or consultant recommendations. Job creation, tax revenues, quality of life, employee retention and cluster development will all be considered as part of this plan.

- Analyze emerging market opportunities locally, regionally and nationally and will correlate those trends with existing assets and clusters. This data may lead to obvious opportunities but often it provides a framework from which new concepts can be developed. The data that will be examined is historical by nature.
- Employ shift share methodology to analyze industry cluster growth
- Aggregate the data into an economic model that will quantitatively identify where existing clusters exist and what upward and downward trends exist within those clusters. This data will be compared to other communities who have or are successfully involved in those clusters to see what specific comparisons yield in terms of benchmarking.
- Identify which opportunities have the highest potential return on investment from a quantitative perspective and maximize the community’s potential based on qualitative measures
- Analyze the potential competitive advantages that can be developed for regional differentiation as well as opportunities for collaboration

#### **Action Plan**

- Develop a written economic development strategic plan, with specific focus on diversification and long-term revenue to implement the opportunities identified throughout Phase 1
- Make specific assignments to specific people with due dates
- Identify funding sources for each action item when applicable
- Create a “living document” that can adapt to emerging opportunities and market changes

### **Phase 2: Land Use Plan Based on the Economic Development Plan**

#### **Analysis**

- Evaluate existing economic conditions in the Community based on a review of existing data sets, including DOLA reports and other studies previously conducted along with Better City’s own independent research/validation methods and discussions with the Community.
- Review existing land use plans, general plans, zoning regulations and maps along with current development patterns against the economic strategy prepared
- Perform a traffic study to understand current volumes and traffic patterns.
- Project future traffic patterns and demand based on the economic development master plan and make recommendations for future roadways, expansions, etc.
- Recommend changes to existing zoning ordinances based on findings
- Interview community planning staff, elected officials, planning commissions and other related parties
- Facilitate community meetings to engage the community in the planning process, as described in Phase 1

### **Work Product**

- Prepare a land use plan that describes the current and projected future development needs of the community and identifies where and how the community should develop in order to have a safe, attractive and prosperous community.
- Create a “bubble map” outlining the different uses for the Community.
- Geocode the land use plan for GIS application based on the ARC GIS platform, unless otherwise stipulated, and produce a kml file of the map to be used in Google Earth.
- Write a report with suggested changes to existing zoning ordinances and other planning procedures deemed essential for the effective realization of the land use and economic development plan.
- Present the plan for adoption to the Planning Commission and City Council.

## **Phase 3: Recruitment Plan and Implementation**

### **Work Product**

- Develop a retail recruitment strategy, which identifies retailers that would be likely to have interest in the area
- Contact multiple retailers about locating in the area to gauge interest and impediments
- Devise incentive package options to “close the gap” with interested retailer

## **Phase 4: Realistic Plan for Combining Two Communities**

### **Political Analysis**

- Conduct qualitative research to determine the opportunities and threats on a political level for combining the two communities
- Interview elected officials, business leaders, informal leaders and community members at large to understand the issues that will be the most persuasive and problematic as this outcome is pursued
- Develop a strategy for dealing with the strengths and weaknesses identified

### **Practical Implications**

- Prepare an outline of potential benefits and weaknesses relative to combining the two communities
- Ramifications from combining the two communities in terms of tax receipts, strategic advantages, quality of life, and economic development opportunities will be reviewed and quantified.

### **Process and Action Plan**

- Research the legal requirements involved in combining the two communities
- Develop a timeline for the process with responsible parties and actions

### **Add-on Project Implementation Services**

- Developer recruitment – \$20-100K

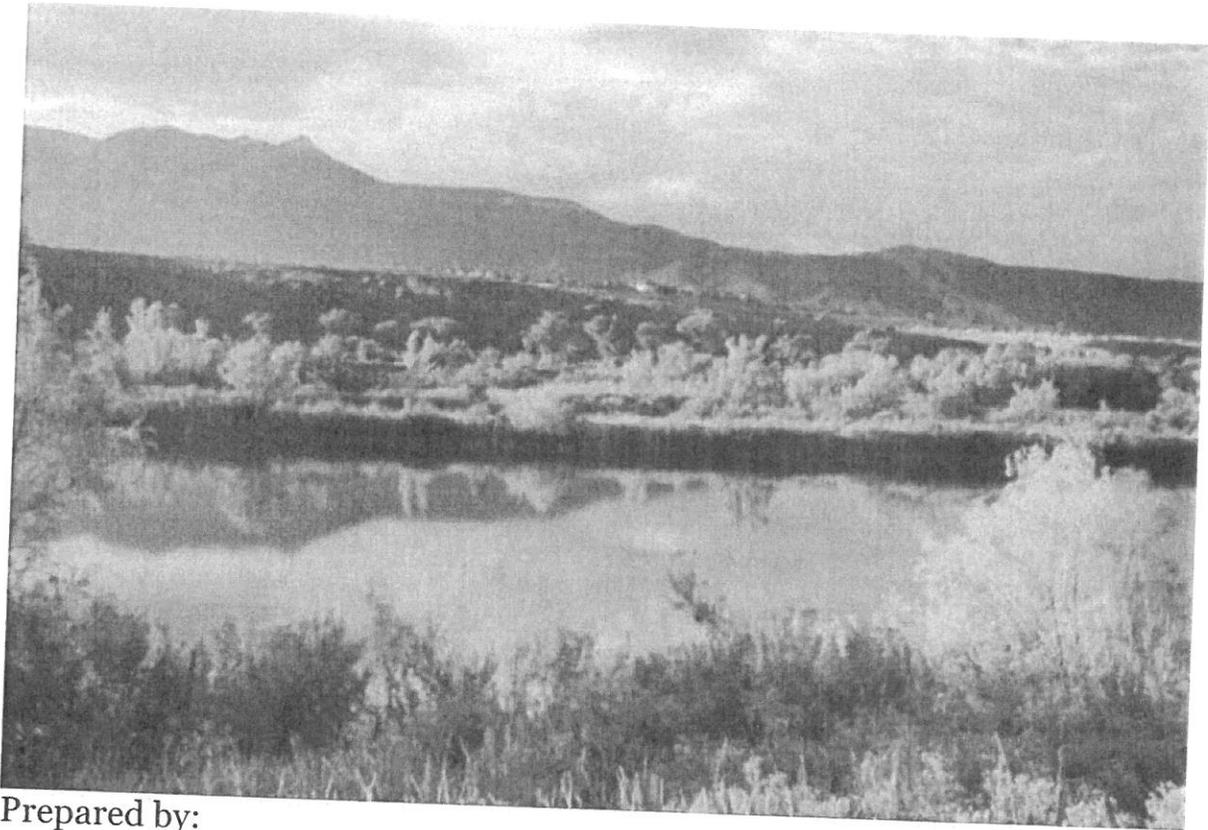
- Capital formation consulting - \$25-50K
- Incentives consulting - \$20-35K
- Economic development training and capacity building - \$20-50K
- In-community entrepreneurship class training sessions - \$15-20K
- Airport consulting services - \$5-10K

# Parachute and Battlement Mesa, CO

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## Economic Development and Land Use Plan

March 25, 2015



Prepared by:

**Better City**



*Solving Problems. Creating Opportunity.*

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*Solving Problems. Creating Opportunity.*

## Executive Summary

Better City is pleased to submit this proposal to Parachute and Battlement Mesa communities (the "Community") request for proposals (RFP) to develop an Economic Development Plan (the "Plan"). Better City is experienced in collaborating with community stakeholders to create and implement development strategies in specific industry clusters to drive desired results. The Better City team has helped attract new companies and grow existing businesses to create over 8,000 jobs – including-hundreds of jobs in rural communities.

Most of the communities that have hired Better City to develop economic development strategies have subsequently retained the firm to implement the strategy. This phenomenon speaks to the quality of the work and the importance Better City places on the strategy being realistic and capable of changing the economic climate.

Better City has developed and implemented strategies in various communities with similar scopes of work to the one in the RFP. Each of these projects required creative solutions in identifying and growing targeted industry clusters to diversify the economic base, aligning and developing workforce skills, re-prioritizing planned public investments, identifying and securing financing sources for strategic catalytic projects, forging partnerships, redeveloping downtown cores, and developing amenities to improve quality of life and retain human capital.

In addition to consulting services, Better City's differentiating competency includes established relationships with the leaders in the economic development world and the real estate development community. Better City has a track record not only of developing plans and making recommendations but also of implementing its proposals, creating jobs and driving development.

This proposal will demonstrate why Better City is the best-suited candidate for developing and implementing this Plan.



## Introduction

### Company Information

Better City  
1100 Country Hills Drive  
Ogden, UT 84403  
801-332-9006

The primary contact for Better City is Matthew Godfrey. Mr. Godfrey's contact information is:

Matthew Godfrey  
Chief Executive Officer  
Better City  
1100 Country Hills Drive Suite 300  
Ogden, UT 84403  
[matthew@bettercity.us](mailto:matthew@bettercity.us)  
801-920-0000 (M)

### Company Background & Mission

As Matthew Godfrey was ending his tenure as Mayor of the City of Ogden, he was approached by multiple communities requesting assistance with their economic development initiatives. Better City was founded in 2011 with the mission to assist communities in developing actionable plans to diversify their economy, attract private investment, and create jobs. This actionable approach has resonated with communities and since its foundation Better City's client base has grown to include communities in nine states across the country.

In addition to municipal clients, Better City also provides pre-development consulting for the real estate development community including project financing, incentives, public-private partnerships, and deal sourcing. Being actively engaged with the development community provides Better City with greater insight than other firms on market opportunities and project structures that will catalyze private investment.

### Contract Background

1. Has the firm or any personnel been involved in any litigation, arbitration or mediation, either as defendant or plaintiff over the five years preceding the date of this RFP? If so, provide a general description of the cause, nature, and status of each case or claim, and the identity of the client.

*This past year Better City performed consulting work for a private developer who didn't pay for the work performed. They asked to go to mediation to establish a new (lower) payment. That process was completed in November and the developer signed an agreement to pay Better City for their consulting services.*

2. Has the firm ever been terminated from a Project? *No.*
3. At the present time is the firm in negotiations or contemplating same to consolidate or sell to another firm? If so, supply status. *No.*



*Solving Problems. Creating Opportunity.*

2 | Page

## Project Team

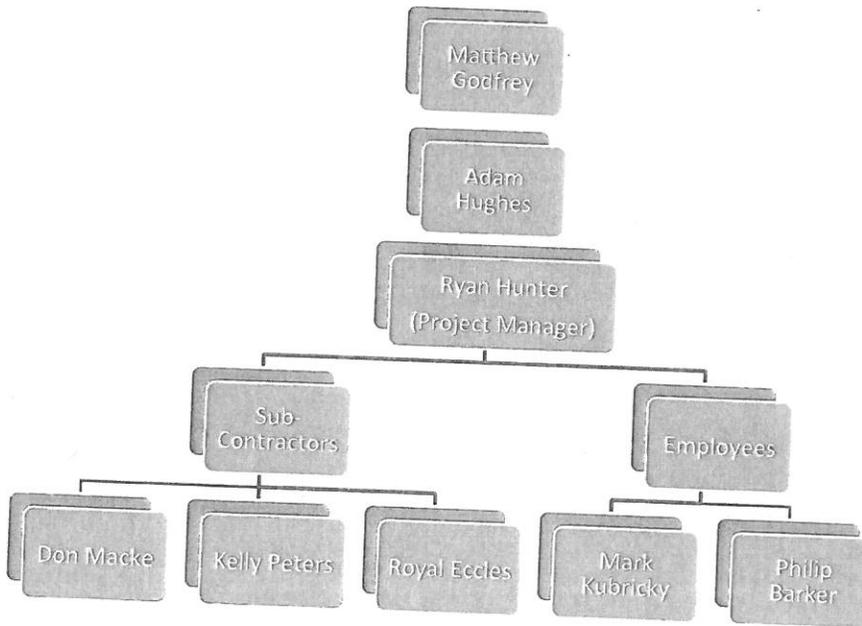
### Qualifications

It is critical that the firm selected to develop the Plan have actual economic development experience in creating jobs, financing projects, attracting private investment, and changing the economic climate. After all, how can a firm that does not implement be qualified and relied upon to make recommendations?

Better City's experience includes working in numerous communities across the nation in developing actionable plans and implementing them to drive job creation. This allows Better City professionals to provide clients with economic development best practices and access to market tested strategies that can be tailored to their local economy. Better City's rapidly growing client list includes communities in Colorado, Idaho, Massachusetts, Nevada, Ohio, Pennsylvania, Utah, Wisconsin, and Wyoming. Better City's relevant experience for this particular project includes similar projects in Colorado, Wyoming and Utah.

Two important criteria in choosing a qualified consultant is the respondent's 1) ability to develop innovative, actionable plans and 2) their qualifications and experience in implementation. Better City's experience in this regard is unparalleled.

### Organizational Approach



## Bios

### Matthew Godfrey

CEO



Mr. Godfrey is the founder and Chief Executive Officer of Better City. Prior to forming Better City, Mr. Godfrey was the Mayor of Ogden, during which time the City recruited over \$1.2 billion of investment including nearly 1 million square feet of new office space, revitalized more than 130 acres of the downtown, revitalized various neighborhoods, and reduced crime by 33% in a ten year span.

Mr. Godfrey lead efforts to recruit over 8,000 jobs to the community, successfully changing it from an old railroad town to the capital of outdoor recreation. He also led an effort to revitalize blighted neighborhoods and reduce crime. His last year in office Ogden led the country in job growth. It is now ranked by Forbes magazine as one of the top 10 cities to raise a family.

Prior to Mr. Godfrey's time as Mayor he was the president of a real estate holding and management company. Mr. Godfrey holds Bachelor's and Master's degrees in Business. Mr. Godfrey is a member of ICSC.

#### Past Projects:

- \$20 million Salomon Center, Ogden Utah;
- \$35 million Historic American Can Building Renovation;
- \$15 million Union Square, historic district, mixed use development;
- 5,000 seat, \$2 million amphitheater;
- Secured \$30 million in incentives for redevelopment efforts, resulting in 130 acres of redevelopment.
- Developed Star Valley Wyoming Economic Development Plan;
- Brigham City, UT-Industry Cluster Analysis Project, 2012

#### Current Projects:

- Ongoing implementation of Star Valley Wyoming Economic Development Plan with the Town of Thayne including recruiting businesses in strategic clusters and securing incentives;
- Ongoing implementation of Brigham City Economic Development Plan
- San Juan County Economic Development Plan
- \$70 million hotel, convention center, and waterpark downtown redevelopment project in community of 30,000;



**Adam Hughes**  
COO



Mr. Hughes is the Chief Operating Officer of Better City. Since joining the firm in 2012, Mr. Hughes has worked with both public and private clients in creating redevelopment strategies, recruiting businesses, and financing projects, having secured almost \$10.0 million in Federal, State, and local incentives for various rural development projects. Prior to joining Better City, Mr. Hughes was a CPA and Manager in KPMG's Transaction Services Practice Group in McLean, VA. Mr. Hughes holds a Bachelor of Science in Accounting and a Master of Business Administration from BYU's Marriott School of Management. Mr. Hughes is a licensed real estate agent, Realtor, and member of ICSC.

Completed Projects:

- Recruited grocery store developer and operator to Eagle Mountain, UT resulting in \$6 million in private investment;
- Secured \$1.0 million zero-interest loan and \$0.3 million grant for office development project in Eagle Mountain, UT;
- Secured \$650,000 zero-interest loan for planned hotel development in Morgan City, UT;
- Developed and garnered political support and approval for an Urban Renewal Plan for a highly distressed rural community of 11,000. Subsequent implementation has included:
  - Recruiting key stakeholders for an Economic Development Steering Committee to oversee economic development efforts in the community;
  - Garnering political support and securing tax increment financing approval from School Board and City for strategic downtown redevelopment projects;
  - Securing Federal and State historic tax credits on \$4.0 million of qualified rehabilitation expenditures.
- Secured Federal grants to assist communities in developing community-wide economic development strategies;
- Evaluated public-private partnership structures for industrial parks.

Current Project Excerpt:

- Ongoing implementation of Urban Renewal Plan for highly-distressed rural community of 11,000 including:
  - Forging collaborative relationships across various governmental entities at local, County, and State levels;
  - Recruited & currently aligning financing for a \$6.0 million, 50,000 square foot vocational school historic adaptive re-use project and parking structure. Financing includes tax credits, tax increment financing, and grants to provide half of total project cost. Project is in pre-development;
  - Recruited & currently aligning financing for a \$7.5 million, 60-room flagged hotel historic adaptive re-use project and parking structure. Financing includes tax credits, tax increment financing, and low-interest financing. Project is in pre-development.
  - Recruited & currently aligning financing for an \$8.5 million, 48-unit multi-family development that will eliminate a quarter block of blighted and condemned buildings in the downtown. Financing includes tax credits and tax increment financing. Project is in pre-development;



**Mark Kubricky**  
Project Development



Mr. Kubricky has over 18 years of growth management and consulting expertise in economic development, strategy planning, construction, healthcare, education, business recruitment and marketing. He was part of the development team (2011) that secured a \$1 million EDA grant for a Mobile Apps Lab for the City of Ogden, Utah, partnering with Weber State University. Mr. Kubricky has directed more than \$70 million in acquisitions and new development projects for Flying J Inc. across the US and Canada. His extensive business project portfolio also includes concept planning, access to funding, construction and start-up operations for a variety of commercial developments including retail space, offices, and several hospital technology and healthcare services projects.

He has successfully completed EDA and USDA grant funded assignments and a range of client projects from small rural community not-for-profit organizations to multi-billion dollar corporations. He holds degrees from Brigham Young University and the University of the State of New York.

Notable recent Better City projects:

- Brigham City, UT- Rural Industry Cluster Analysis Project, 2012
- Springfield, MA - Job Creation and Training Construction Grant, 2104
- Morgan County, UT – Rural Business Expansion and Retention Project, 2013
- Multi-State – Better Landlord Program Implementation and Training, 2012-2014

**Ryan Hunter**  
Director, Economic Development



Mr. Hunter has a breadth of experience in analysis having worked as an Intelligence Analyst in the FBI's Counterterrorism Division for five years where he received multiple awards for his work. Prior to joining the FBI, Ryan worked as a contract economist with the US Institute of Peace developing a macroeconomic model of post-conflict countries and previously worked at the US Department of the Treasury. He holds a Master's Degree in International Economics and American Foreign Policy from the Paul Nitze School of Advanced International Studies at Johns Hopkins University.

Completed Projects:

- Project manager for the San Juan County job creation strategy which included community and economic assessments, market analysis, and actionable recommendations;
- Secured \$30k in funding for pre-development work for a hotel and industrial park in a rural community of 10,000;
- Secured \$50k funding for pre-development work for an industrial park in a rural community of 18,500;
- Secured \$50k in funding for an industrial park feasibility study in a rural community of 5,083;
- Project manager for the Como Springs family recreation center feasibility study, public private partnership analysis, and project structuring.



### Current Projects:

- Project manager for Colorado Region 10 Economic Prosperity and Recovery Plan;
- Development of public/private partnership structures for industrial parks in two rural Utah communities;
- Ongoing implementation of the San Juan job creation strategy including conducting feasibility analysis, project structuring, and development of an international destination attraction focused on providing a Native American cultural experience with an attached flagged hotel, retail incubator, and restaurants. This development will be coupled with a diversification strategy to capture revenue from the project for use in expanding the County's niche manufacturing cluster.
- Lead consultant in the \$9.0 million Como Springs family recreation and blight removal redevelopment project;
- Lead consultant in \$10 million North Ogden redevelopment project which will include retail and independent living. .

### **Phil Barker**

Staff Associate



Mr. Barker graduated with high honors from Salt Lake Community College with an Associate's degree in Speech Communication, and with Cum Laude honors from the University of Utah with a Bachelor's degree in Economics. He recently completed an internship with the Utah State Legislature as the sole staffer for Utah Senate Majority Leader Ralph Okerlund. As Senator Okerlund's intern Mr. Barker gained valuable experience in the law-making process, and brings with him an understanding of the ins and outs of how state legislation is passed, from the initial concept to the Governor's signature. As a Staff Associate he conducts research and supports the senior consultants of Better City across a wide range of disciplines. His background in economics provides quantitative analysis and economic development knowledge, as well as research, writing, and presentation experience.

### Completed Projects:

- Secured \$100k grant for a revolving loan fund for rural community of 11,000;
- Secured a \$1.14 million grant for the development of a business park for a rural community of 366 people; and
- Completed Downtown Core Economic Vision for a distressed rural community of 1,319 with actionable recommendations for project development;

### Current Projects:

- Ongoing implementation of Star Valley Wyoming Economic Development Plan with the Town of Thayne including recruiting businesses and securing incentives;
- Ongoing implementation of Urban Renewal Plan for highly-distressed rural community of 11,000 including securing incentives;
- Assisting rural community of 1,319 in securing ongoing funding for implementing Downtown Core Economic Vision and the wider region in the development of an economic development strategy;
- Consultant in Como Springs redevelopment project; Morgan County, Utah industrial park project; Brigham City, Utah industrial park project.



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**Kelly Peters, EDFP**  
Strategic Business Development



Kelly is an experienced economic development professional who was most recently the Director of Business Retention and Expansion for the Northern Colorado Economic Development Corporation (NCEDC) in Loveland. She was the former COO of the Rocky Mountain Innovation Initiative and Director of the Larimer BioScience Cluster. Ms. Peters provides valuable insight in Colorado specific business regulations and development strategies for recruiting and retaining employers. She has established extensive community partnerships for strategic planning and has provided customized research (economic, demographic, or other) to investors, clients, expanding businesses, or relocating companies. She is a graduate of Colorado State University, holds an Economic Development Finance Certification (EDFP) and Certification in Economic Development from the University of Oklahoma.

**COMMUNITY OUTREACH**

Colorado Economic Development Council  
Colorado Economic Legislative Commission  
International Economic Developers Council  
Northern CO Human Resources Association  
Northern CO Business Report  
Loveland Chamber of Commerce  
Chair  
Larimer County Workforce Investment Board  
Weld County Workforce Board  
Colorado Lending Source  
Northern CO Business Consortium  
Aims Community College  
Leadership Loveland  
Northern CO Economic Development  
Larimer Small Business Development Center  
City of Loveland Master Plan Committee

Former Board Member  
Member  
Member  
Board Member – Legislative Chair  
Editorial Board Member  
Past Ex officio Board Member/Committee

Executive Board Member  
Former Board Member  
Member  
Executive Committee Member  
Former Advisory committee member  
Class of 2001-2002  
Board Member 2000-2001  
Advisory committee member  
Former Member

**Don Macke**  
Rural Entrepreneurship



Developing a deeper understanding of the role that rural entrepreneurs play in creating growing, sustainable local economies is essential to effective resiliency planning and implementation. Don Macke has over 40 years of experience in the field of community economic development in rural America. He has served on the staff of the Nebraska Legislature, the Cabinet of the Governor Nelson in Nebraska, worked as a consultant in 45 states, Canada and the Caribbean. Don Macke is a Co-Founder and Co-Director of the Center for Rural Entrepreneurship. The Center works throughout the United States and Canada supporting research, outreach, professional development and policy work related to rural entrepreneurship. Don leads the Center's entrepreneurial communities' solution area helping communities and regions grow more effective, efficient and impactful systems of support for entrepreneurs as a way to strengthen local economies.

Another part of Don's work focuses on community development philanthropy and America's transfer of wealth (TOW) opportunity. The Center's TOW team has completed over 40 studies,



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covering over one-half of the counties and communities across the nation. Don is a co-founder of the Nebraska Community Foundation and served as its first Executive Director. He has a MA in Regional Economics and a BS in Environmental Science from the University of Nebraska.

Since the late 1990s Don has traveled extensively throughout North America studying and documenting rural entrepreneurship strategies and approaches. Don, in partnership with Deborah Markley, has numerous topical papers focusing on various aspects of rural entrepreneurship. Don is the author or co-author of more than 400 technical reports, topical studies and articles related to communities and regions throughout North America.

### **Publications & Reports**

- Don Macke, Deborah Markley & John Fulwider. Energizing Entrepreneurial Communities, A Pathway to Prosperity. Lincoln, NE: Center for Rural Entrepreneurship. ISBN: 978-0-615-93748-9. 2014.
- Don Macke. 10 Keys to Economic Success, Growing Entrepreneurial Communities. Lincoln, NE: Rural Entrepreneurship. 2014.
- Don Macke, Deborah Markley & Ahmet Binerer. Transfer of Wealth in Rural America, Understanding the Potential, Realizing the Opportunity, and Creating Wealth for the Future. Lincoln: NE: Center for Rural Entrepreneurship. ISBN: 978-0-615-55830-1. 2011.
- Deborah Markley, Don Macke & Vicki Luther. Energizing Entrepreneurs - Charting a Course for Rural Communities. Lincoln, NE: Heartland Center for Leadership Development & the RUPRI Center for Rural Entrepreneurship. ISBN #0-9747027-2-2. 2005.

### **Royal Eccles**

Airport Consultant



Royal Eccles is a private consultant specializing in municipal airport operations and FAA regulations. He served as the airport manager for Ogden-Hinckley Regional Airport in Ogden, Utah raising the airports status from Class 4 to Class 1 and constructing a new terminal project. He was instrumental in expanding the municipal airports flight services to include regular commercial (Allegiant Air) passenger airline operations.

He has an extensive background in consulting with clients on airport management issues, operations support and strategic airport expansion and development. He provides primarily rural clients with regulatory advice and assistance with obtaining FAA funding and approvals for a host of aviation enhancement projects.

Mr. Eccles holds a dual degree in Computer Business information Systems from Weber State University.

### **Project Responsibilities by Consultant**

Matthew Godfrey will be the lead consultant on the project. Mr. Godfrey's relevant experience includes the development of the Brigham City, Star Valley, and San Juan economic development strategies as well as the follow-on implementation of those plans. This includes working with elected officials, developing political strategies, and forming public-private partnerships. During his 12 years as Mayor, Mr. Godfrey was also responsible for the economic rebirth of Ogden, Utah. See above for Mr. Godfrey's resume.



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Adam Hughes will assist Mr. Godfrey as senior consultant on the project. His relevant experience includes the Brigham City, Star Valley, and San Juan economic development strategies where he focused on infrastructure and asset inventory and analysis, community comparisons, financing incentives, and strategy development. See above for Mr. Hughes' resume.

Ryan Hunter will be the Project Manager and responsible for the day-to-day management of the project. Mr. Hunter was the Project Manager on the recently completed San Juan economic development strategy. His management responsibilities included project coordination, internal management, and client management. He was also responsible for economic assessment, demographic research, and market analysis. The San Juan strategy was completed on time and within budget and will now move to implementation. See above for Mr. Hunter's resume.

Philip Barker will provide support to the Project Manager and senior consultants on the project as a research assistant. His experience in successfully writing and securing Federal grants provides guidance on project financing elements, which in turn help craft strategies for implementation. See above for Mr. Barker's resume.

Better City complements its in-house expertise by working with subject matter experts (SME's) in specific areas of economic development. These SME's include those sub-contractors listed above that will assist Better City in various aspects of the project, as follows:

- Kelly Peters. Mrs. Peters brings considerable technical experience with hands-on business development and small business services in several Colorado towns. She understands Colorado's regulatory and legal environment and has worked to reduce impediments to job growth. She developed a technology incubator program and ran a Small Business Development Center for 6 years. Mrs. Peters will review regional assessment data and provide Colorado specific insights to the project. Her experience with capital financing, start-ups and new entrepreneurs will help identify rural business opportunities and support project implementation. See above for Mrs. Peters resume.
- Don Macke. Mr. Macke is a nationally recognized expert in rural entrepreneurship. He has helped countless rural communities realize the tremendous value in supporting a vibrant entrepreneur class. Don will help identify and research the entrepreneurs in each Community to quantify their impact in economic terms. He has 40 years of practical experience working to overcome challenges facing rural economies. Don will recommend Community specific actions and policies to expand this essential local resource and can provide ongoing world-class mentoring and training services to promote and grow local entrepreneurs. See above for Mr. Macke's resume.
- Royal Eccles. Royal Eccles is an experienced rural airport consultant who has assisted Better City and other clients with strategic planning and funding requests for significant airport improvement and flight service expansion projects. Better City has learned that airport operations are often a key aspect of rural economic development when communities are not located near a major interstate or thoroughfare. Royal is familiar with the range of municipal and private airports in the region and the FAA officials



regulating them. Mr. Eccles will be available for specialized consulting for potential development of airport projects. See above for Mr. Eccles' resume.

### Comparable Experience

In 2012, Better City was engaged by Brigham City, Utah to complete a cluster analysis and job creation strategy to address significant job losses in the region. This scope of work was funded by the Economic Development Administration (EDA) and included many of the same elements of the RFP previously issued by the Community, such as economic assessment, market analysis, economic diversification, implementation strategy, and final recommendations. Better City has continued with the implementation of the strategy.

After a thorough analysis of local economic data and interviews with key stakeholders Better City identified growth opportunities in several existing and emerging clusters. Development was needed to remove impediments to growth and new hospitality and industrial product be brought to market to foster job creation.

To support these recommendations and drive to implementation, Better City conducted feasibility analysis including the development of project pro-formas, capital stacks, and public private partnership structures. These feasibility analyses were then market tested by taking them out to the development community and soliciting their participation in the proposed projects. In short order, Better City secured a signed development agreement from a prominent hospitality developer for the hotel and has more recently secured a Letter of Intent (LOI) from an experienced industrial developer for a 700-acre phased industrial park development. The hotel is nearing completion and will open in December 2014. The industrial park is in pre-development and Better City is negotiating deal points and funding sources with the landowner, City, and development team to bring this project to fruition.

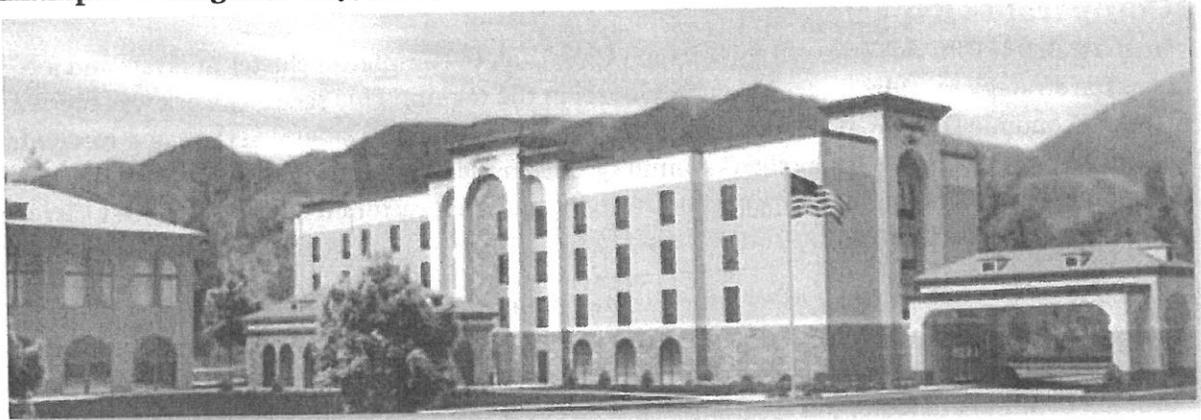
This implementation success has led to other engagements with very similar scopes of work to the Community's RFP. These include an economic development strategy for Star Valley, Wyoming, a leakage study for Beaver, Utah and a job creation strategy for San Juan County, Utah. After completion of the Star Valley strategy, Better City was retained to commence implementation and within a few months secured a committed business for a \$5 million development project in a targeted industry cluster. Better City is currently working with the Town of Thayne, State of Wyoming, and committed business with project financing and pre-development.

Upon recently presenting the results and recommendations of the job creation strategy to the San Juan County commissioners, the County expressed their desire to continue to work with Better City to commence implementation. This scope of work will include a feasibility study and development of an international destination attraction focused on providing a Native American cultural experience with an attached flagged hotel, retail incubator, and restaurants. This development will be coupled with a diversification strategy to capture revenue from the project for use in expanding the County's niche manufacturing cluster.



## Comparable Projects

### Example 1: Brigham City, Utah



**Project Description:** Brigham City hired Better City to develop an economic development and job creation strategy with specific action items that could be followed to implementation.

**Outcome:** Better City developed a 210-page comprehensive strategic plan, which was completed on time and under budget, identifying four industry clusters in which Brigham City had competitive advantages. Using location quotient methodology to analyze historic trends combined with market research to understand local strengths, Better City identified tactical training and bow, shotgun, and rifle shooting as a cluster with significant job creation potential. This cluster was impeded due to insufficient manufacturing space. Better City also identified hunting as a major source of tourism to the area and a demand driver for hospitality. Development of an industrial park and construction of a new flagship hotel were identified as essential to achieving sustained job growth in the strategic clusters identified.

**Implementation:** Better City recruited a developer to construct a high-end national brand hotel and to renovate and preserve an adjacent historic building that will serve as a conference center. The hotel project, which is now under construction, will help to revitalize the downtown area, which has been in decline for years. Better City has also recruited a developer and is in the process of developing an industrial park to address the city's lack of manufacturing space.

**Location:** Brigham City, UT

**Type:** Overall Economic Development Strategy

**Result:** \$100,000 in Local and Federal Funding

**Tax Impact:** \$658,125 per year after three years

**Size:** 6,729 Square Miles, population 18,012

**Impact:** 225 new full-time jobs (projected)

**Incentives:** Federal Grant, Business Donations

**Status:** Final draft complete, projects underway

**Reference:** Tyler Vincent, Mayor, (435) 723-6068



## Example 2: Star Valley, Wyoming



**Project Description:** The Town of Star Valley Ranch hired Better City to develop a comprehensive economic development strategy for the Star Valley region. The region had experienced stagnant growth as off-shoring manufacturing trends resulted in the closing of several local manufacturers that could not compete head on with low wage countries. A lack of adequate distribution infrastructure and other contributing factors had also impeded growth. As the dairy and mining industries in the area have declined, Wyoming's Star Valley has struggled to bring about growth. The Valley has a lot to offer various industries but has been unable to employ its resources and assets effectively.

**Outcome:** Recognizing this problem, the Town of Star Valley Ranch hired Better City to create a comprehensive economic development strategy that could be utilized by the entire Valley. After consulting with local government and business leaders as well as private citizens and other stakeholders, Better City developed an industry cluster strategy. This strategy identified several industry clusters in the region with competitive advantages that had not been exploited. These clusters include high-tech, entrepreneurship and venture capitalism, specialty manufacturing, development of a destination venue, and tourism.

**Implementation:** Better City has been working with the Town of Thayne to implement the Star Valley Plan.

**Location:** Star Valley, Wyoming

**Type:** Economic Development Strategy

**Result:** Improved community resiliency

**Status:** Strategies currently being implemented in Town of Thayne, WY.

**Size:** Population 1,500

**Incentives:** Federal grant, more in process.

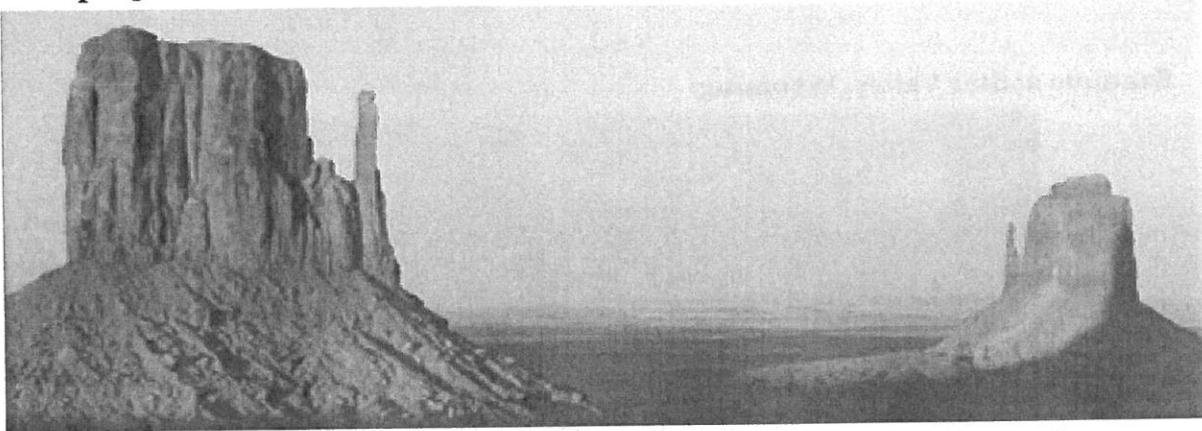
**Star Valley Ranch Reference:** Mayor Boyd Siddoway, 307.248.3183



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### Example 3: San Juan County, Utah



**Project Description:** San Juan County had long relied on uranium extraction as a key economic driver which had led to boom bust cycles for the region. Tourism has also been an important part of the economy, but its seasonal nature has made consistent economic growth difficult. Half of the County population lives on the Navajo Nation Reservation, where labor force participation has lagged below 50% for years. The County has incredible natural attractions and significant natural resources, but its remote location and dispersed population has made capitalizing on these assets difficult.

**Outcome:** Facing these issues, San Juan County hired Better City to create a job creation strategy for the County. After conducting numerous interviews with local government leaders, business owners, concerned citizens and other stakeholders, Better City developed an industry cluster strategy. This strategy identified both nascent and established industry clusters in the region with competitive advantages that could be supported and expanded. These clusters include tourism and niche manufacturing.

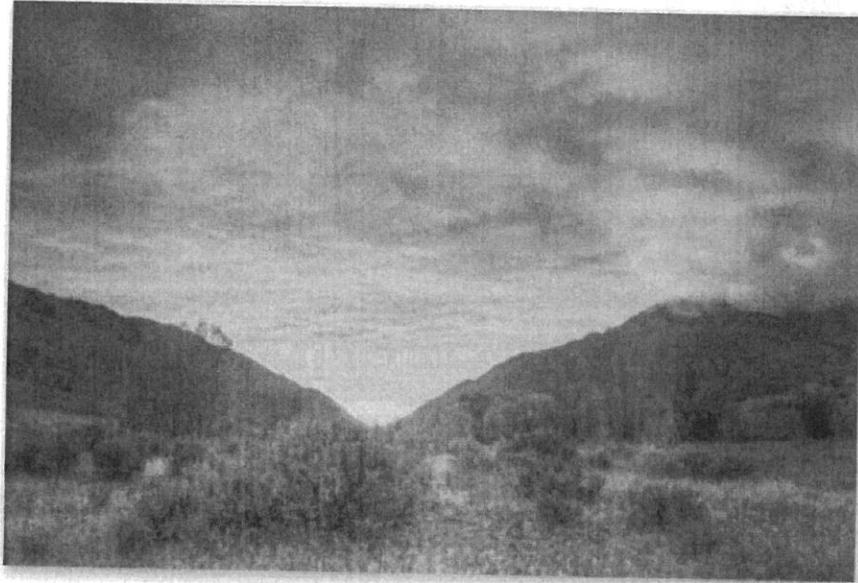
**Implementation:** Better City has recently completed the study and the County has asked for Better City's ongoing assistance to implement the recommendations in the job creation strategy.

**Location:** San Juan County, Utah  
**Type:** Economic Development and Job Creation Strategy  
**Status:** Near completion.

**Size:** Population of 15,000  
**Incentives:** Federal grant, more in process.  
**Reference:** Pam Hanson, Assistant Director Economic Development  
435-587-3235



#### Example 4: Morgan County, Utah



**Project Description:** Morgan County businesses have struggled from poor community branding and a lack of attractions to draw in visitors from the surrounding region. Morgan County hired Better City to perform economic development services including the creation of a rebranding strategy concurrent with the development of a regional attraction and to identify other opportunities for growth.

**Outcome:** Better City identified the redevelopment of Como Springs, a hot springs resort that closed in the 1980's, as a regional attraction that will help brand the community and be a demand driver for new hospitality accommodations. Better City also conducted an infrastructure assessment that revealed absorption issues with the existing industrial park. A feasibility study was conducted for a new industrial park, demonstrating demand over the next 10 years. Better City identified a new industrial site with better access, compatible surrounding uses, available infrastructure, and room for expansion.

**Implementation:** Better City secured \$19,500 to pay for an engineering and feasibility study, developed a business plan, and recruited a developer to the Como Springs project, which is currently in pre-development. Plans for an industrial park and flagged hotel are also underway and pre-development funding sources for these projects have been secured by Better City.

**Location:** Morgan County, UT

**Type:** Strategy for regional draw and redevelopment

**Status:** Strategies currently being implemented

**Size:** Population 9,821

**Result:** Industrial park plan, and Como Springs redevelopment plan

**Reference:** Lyle Nelson, County Councilmember, 801.791.1483



#### Example 4: East Liverpool, OH



**Project Description:** East Liverpool, Ohio is a highly distressed rural community that had experienced out-migration and business exodus over the last fifty years and a decline in the supply of skilled tradesman. East Liverpool hired Better City to develop a workforce development and downtown revitalization strategy to stabilize the local economy.

**Outcome:** Better City engaged with community stakeholders to identify existing clusters with opportunities for job growth and expansion. The education cluster was targeted and a post-secondary technical school identified as a way to transform the local and regional workforce and create higher paying jobs. In addition, the education cluster was identified as a primary driver for hospitality and multi-family residential demand in the severely distressed downtown core.

**Implementation:** Better City recruited and is securing financing for a \$7.8 million, 50,000 square foot for-profit vocational school that will preserve and adaptively reuse two historically significant buildings in the downtown core. This project will be leveraged to develop \$16.0 million in additional phase I projects. Better City recruited a hospitality developer to save and convert a historic 30,000 square foot historic landmark building into a \$7.5 million, 60-room hotel. The hotel will develop local business accouterments such as overnight accommodations and professional meeting space. This project is currently in the financing stage. Better City has also recruited a separate developer to build an \$8.5 million, 45-unit residential project that is currently in planning stages. This project is designed to accommodate workforce housing and will attract graduates of the technical school to live in the downtown.

**Location:** East Liverpool, OH

**Type:** Economic Development Strategy

**Tax Impact:** \$70,000 in property taxes, \$7,000 in income taxes

**Status:** Strategy currently being implemented

**Size:** Population 11,062

**Result:** Urban Renewal Plan

**Incentives:** TIF, NMTC, HTC, and various grants

**Reference:** Ryan Stovall, City Councilmember, 234.736.7232



### Example 5: Superior, WI



**Project Description:** The City of Superior is a port city with a strong industrial base that has been unable to compete with its neighbor Duluth, MN for workforce residents and high paying jobs. Superior hired Better City to identify market opportunities that would position Superior as an attractive place for its workforce and their families to live in the City and expand its business amenities to attract high wage employers.

**Outcome:** Better City worked in tandem with local stakeholders and conducted feasibility studies that identified an integrated hotel, convention center, and indoor waterpark development as a high impact catalytic project that would meet the community's needs. The project is designed to attract and retain the local workforce, accommodate business service needs, rebrand the community, and leverage additional private investment.

**Implementation:** Better City has recruited a developer/operator for a \$70 million 150-room hotel, 30,000 square foot convention center, and 100,000 square foot indoor waterpark. Better City is working with the developer and the City in to create a partnership that will appropriately align incentives, risk, and reward between the public and private sectors. Better City has also recruited an anchor attraction for the City's winter festival, which will be instrumental in rebranding the community and extending the tourist season.

**Location:** Superior, WI

**Size:** Population 27,244

**Type:** Downtown Redevelopment & Stabilization

**Result:** \$70 million PPP in negotiation

**Tax Impact:** \$3.7 million annually

**Reference:** Michelle Hostetler, The

**Status:** Strategy currently being implemented

Development Association 715.392.4749



**Example 6: Beaver, UT**



**Project Description:** Beaver, UT is a rural county that struggles to attract residents and capture its workforce despite an abundance of natural resources providing jobs for its residents and a favorable location on a major transportation corridor. The County is home to three cities with unique challenges. Better City was hired to conduct a basic analysis of the County’s local economy and identify opportunities.

**Outcome:** After conducting numerous interviews with local government leaders, business owners, concerned citizens and other stakeholders, Better City developed the first phase of an economic development strategy focused on existing industry clusters and quality of life improvements. Better City also analyzed sales tax data for the County and surrounding cities to determine the extent of retail leakage and identify the direction of capital outflows.

**Implementation:** The County has asked Better City to provide assistance in creating a quality of life project in the historic downtown of the County’s most distressed community. The project will be a public private partnership combining government office space, housing, and retail components designed to reduce retail leakage in the community.

**Location:** Beaver, UT

**Type:** Economic Development  
Strategy/Community Development

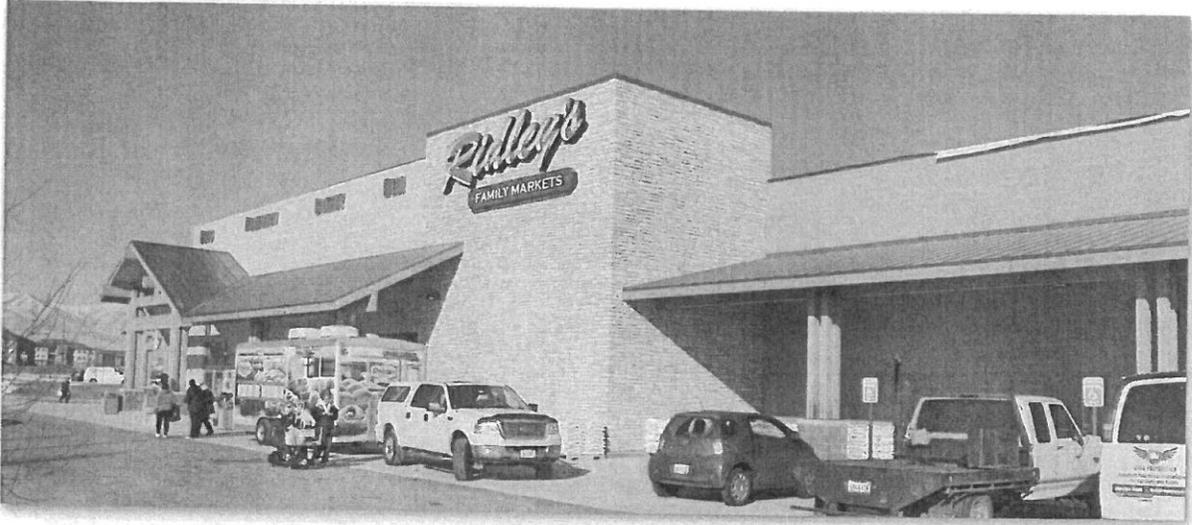
**Status:** Phase 1 of strategy complete;  
Implementation beginning

**Reference:**

Scott Albrecht  
Economic Development Director  
Beaver County, UT  
(435) 438-6490



### Example 7: Eagle Mountain, Utah



**Project Description:** Better City was hired to provide economic development services including gap financing for a grocery store operator on a development project that had previous false starts over four years including three ground-breakings at two different sites. Citizens in Eagle Mountain were forced to shop for groceries in adjacent towns and it negatively impacted their quality of life and resulted in significant retail leakage for the community. The lack of available services had become an impediment to the City's business recruitment efforts.

**Outcome:** In meeting with the operator/developer and their financing institution, Better City recognized that although the operator had acquired the land, they did not have sufficient resources or the operational and development experience to move the project forward.

**Implementation:** As the master developer had negotiated a buy back provision for non-performance in the land sale agreement with the operator, Better City worked to find a replacement. Within months of being hired by Eagle Mountain, Better City recruited an experienced and financially sound grocer to develop a high-end grocery store, which opened in January 2014 and reversed many years of losing significant retail sales to surrounding communities.

**Location:** Eagle Mountain, Utah

**Type:** \$6.0 million Retail Development

**Tax Impact:** \$100,000 increase

**Other:** Secured \$1.3 million in zero-interest loan and grant for a 12,000 square foot office development.

**Size:** Population 22,088

**Impact:** 75-100 jobs created

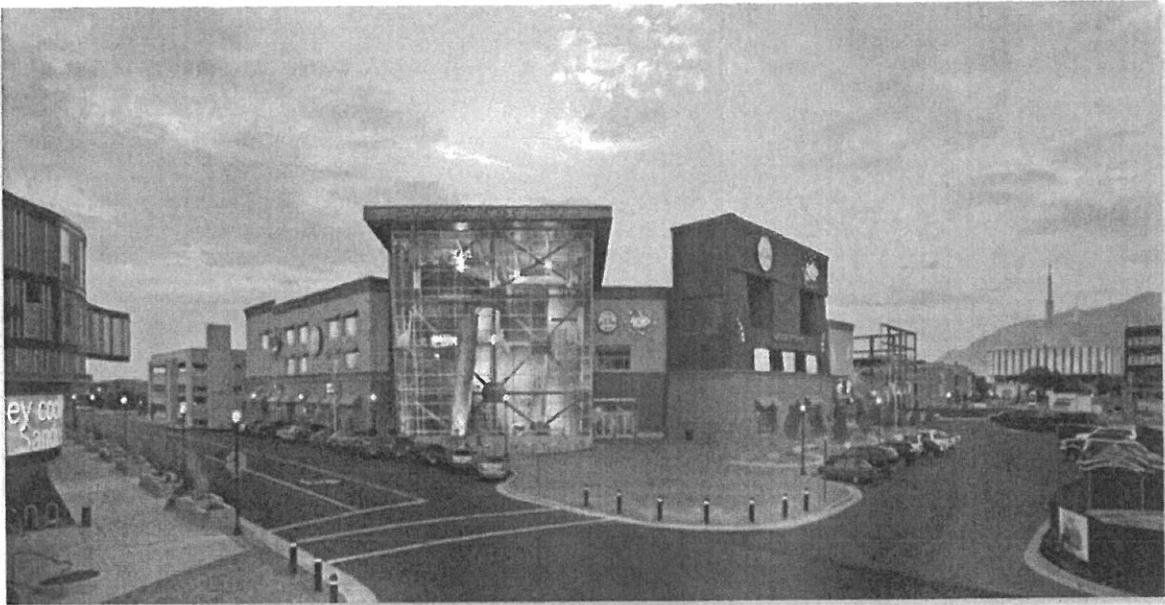
**Incentives:** Post-performance tax incentives

**Status:** Recruited a 55,000 square foot Grocery to grocery anchored retail center.

**Reference:** Ikani Taumoepeau,  
801.789.6621



## Example 8: Ogden, Utah



Members of Better City were the architects of a significant turn-around story in Ogden. This rebirth through the composition of an economic development strategy was called by the EDA “one of the best strategies we’ve seen.” This strategy led to the revitalization of the downtown area, which included more than 130 acres of redevelopment and over \$1 billion of investment.

Much of this redevelopment was the result of a few key projects, such as the Salomon Center, Megaplex theaters, and the revitalization of historic 25<sup>th</sup> Street. These key developments led to subsequent development, including two hotels, one million square feet of new office space, hundreds of residential units, many new retail stores and numerous restaurants in a once crime infested area.

In addition, more than 8,000 jobs were recruited to the community in a ten-year period. This was all possible because of the key projects that were the catalyst for further development. In 2011, this community led the country in job growth. This job recruitment was also focused on specific clusters to help cement a new industrial culture in the outdoor recreation space. This identity has set up Ogden City for a strong economy for the long-term.

All of this happened during a ten-year period with three recessions, including the Great Recession, when many other comparable cities were struggling.

**Location:** Ogden, UT

**Type:** Retail and Commercial

**Impact:** 8,000 new full-time jobs

**Incentives:** Various

**Size:** Several city blocks, population 83,800

**Tax Impact:** Over \$1 million per year

**Status:** Completed

**Reference:** John Patterson, Former CAO,  
307.247.8009



## References

Each of the following references can speak to Better City's experience:

Superior, Wisconsin  
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Economic Developer for Superior, WI  
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Superior, WI 54880  
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(715) 392-4740  
[hostetterm@developmentassociation.com](mailto:hostetterm@developmentassociation.com)

Star Valley Ranch, Wyoming  
Boyd Siddoway  
Star Valley Ranch Mayor  
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[svrmayor@silverstar.com](mailto:svrmayor@silverstar.com)

Brigham City, Utah  
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Mayor  
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Brigham City, UT 84302  
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(435) 230-1229  
[tvincent@brighamcity.utah.gov](mailto:tvincent@brighamcity.utah.gov)

North Ogden, Utah  
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Mayor  
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North Ogden, UT 84414  
(801) 782-7211  
[btaylor@nogden.org](mailto:btaylor@nogden.org)

Eagle Mountain, Utah  
Ikani Taumoepeau  
Director of Economic Development  
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Eagle Mountain, UT 84005  
(801) 789-6621  
[ikani@emcity.org](mailto:ikani@emcity.org)

Logan, Utah  
Kirk Jensen  
Director of Economic Development  
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## Project Approach

### Methods

Better City will combine qualitative and quantitative methods to carry out this project. Past experience has highlighted the importance of stakeholder and community input through all stages of economic development planning and implementation. This input is integrated with qualitative data analysis to identify those ideas that are both supported by the community and are likely to succeed given economic realities.

### Communication

The Better City consultants will be led by Matthew Godfrey who will be the principal point of contact with the Economic Development Committee, Cities, DOLA, etc. Ryan Hunter will be the secondary contact and consultants' liaison (see contact information below). Better City feels that it is important, especially in the early assessment stage of the project, to be in the Community meeting with the Economic Development Committee and other stakeholders. Better City will coordinate a calendar of in-community availability with Community staff. Because this process will move quickly, in addition to the reporting required by the project, Better City will provide biweekly status reporting to the Economic Development Committee.

Better City uses the cloud based BASECAMP application to track each project and recommends establishing BASECAMP project accounts for each Community. BASECAMP facilitates making and tracking tasks and assignments, real-time communication with clients and stakeholders, discussions and forum, access to shared data files and documents, due dates and progress milestones. BASECAMP has different privacy and permission settings to allow different participants access to specific information and forums. It integrates with existing email and smart phones to allow everyone to keep current on this important project. BASECAMP can be a very effective tool for this project given there are many stakeholders and the geography and distances between communities can be a challenge.

### Deliverables

Better City will provide a draft written reports with the findings of the following four phases:

1. Economic development plan for Towns of Parachute and Battlement Mesa
2. Land use plan based on the economic development plan
3. A strategic implementation plan
4. A realistic plan for the combining the two communities.

### Assumptions

With reasonable notice and as requested, the Community staff will assist in setting appointments with stakeholders to meet with Better City. Community staff will facilitate Better City access to reports, studies, data and records needed to complete each project phase. Community staff will make available meeting/interview space for Better City personnel. It is anticipated that such requests will be not be excessive or represent a burden for the Economic Development Committee or Community staff.



## Fee Proposal & Cost Breakdown

Better City's fee proposal and cost breakdown by consultant for each of the phases is as follows:

Forty five thousand dollars (\$45,000) for the delivery of Phase 1, twenty five thousand dollars (\$25,000) for delivery of Phase 2, fifteen thousand dollars (\$15,000) each for Phases 3 and 4 for a total of one hundred thousand dollars (\$100,000). Travel reimbursement for actual costs of travel for lodging, meals and travel using IRS approved mileage rates up to two thousand five hundred dollars (\$2,500). Payment will be remitted with 15 days of receipt of invoice.

## Add-on Project Implementation Services

- Developer recruitment – \$20-100K
- Capital formation consulting – \$25-50K
- Incentives consulting – \$20-35K
- Economic development training and capacity building – \$20-50K
- In-community entrepreneurship class training sessions – \$15-20K
- Airport consulting services – \$5-10K

## Specific Solutions

### Phase 1: Economic development plan for Towns of Parachute and Battlement Mesa

#### Identify past and current issues facing the Community

Better City will meet with area stakeholders including Community and Town officials, Chambers of Commerce, private businesses, and other key individuals to gather information regarding the local economy, past and current issues facing the downtown area, goals and visions of key stakeholders, and potential opportunities for redevelopment. Better City will analyze existing conditions and conduct an inventory of assets, infrastructure and liabilities that may impact redevelopment.

#### Identify action steps and recommendations to improve the current situation

Better City will perform a market analysis and demographic assessment specific to the city core business districts identifying strengths, weaknesses, opportunities, and threats. Action steps and recommendations will draw on regional "best practices" and successful community development efforts including comparable communities outside the region.

#### Identify key stakeholders to move initiatives forward

Two key aspects of successfully implementing economic development strategies are achieving a broad base of community support and finding specific people who are motivated to make things happen. As Better City holds interviews and public forums to gather community input and buy-in for downtown redevelopment, it will identify those who would be instrumental in moving initiatives forward and establish communication and feedback channels with these individuals and other community stakeholders.



### **Conduct “visionary planning” to give direction for future strategic planning actions**

Better City will complete a facilitated community visioning process, focusing on economic diversification, well-planned, strategic community growth and economic plan with community buy-in and establish a specific set of anticipated results. The goal is to obtain actionable data which is primarily based on the market’s demand for goods and services as well as to explore strategic options to develop new opportunities for which there may not be existing market demand. The goal should be “not to skate where the puck is now, but to where it will be” (Wayne Gretzky). The visioning process will produce preliminary downtown concept analysis, identification of potential redevelopment projects and funding sources, and a phased approach to redevelopment. Conceptual drawings will not be included in the scope of work.

### **Create a plan for Economic Diversification**

Better City will identify opportunities to diversify the economy, which is currently focused on oil and gas extraction. The plan will propose industries and opportunities that leverage existing assets while also considering the creation of completely new clusters based on community desires or consultant recommendations. Job creation, tax revenues, quality of life, employee retention and cluster development will all be considered as part of this plan.

### **Evaluate market data and conduct appropriate market analysis to determine opportunities for expanding and/or adding new economic drivers**

Better City will be looking for emerging market opportunities locally, regionally and nationally and will correlate those trends with existing assets and clusters. This data may lead to obvious opportunities but often it provides a framework from which new concepts can be developed. The data that will be examined is historical by nature. Better City believes the past shouldn’t necessarily drive the future. That is why the rearview mirror is much smaller than the windshield. It’s critical to be forward-looking. The forecasting of the future solely on historical data is a trap, relegating communities to economic opportunities well below their potential. Better City believes that, in addition to traditional data analysis, driving new opportunities by leveraging strategic advantages that are often found qualitatively is critical.

### **Review industry and occupational growth projections for the Communities industry clusters**

Better City uses shift share methodology to analyze industry cluster growth. Shift share analysis is a method of dissecting job growth into its component parts to better detect the factors contributing to growth and identify solutions to growth impediments.

### **Define current or emerging clusters**

Using the data from the Economic Assessment, Better City will aggregate the data into an economic model that will quantitatively identify where existing clusters exist and what upward and downward trends exist within those clusters. This data will be compared to other communities who have or are successfully involved in those clusters to see what specific comparisons yield in terms of benchmarking.



**Analyze which existing, or potentially new, economic clusters have the greatest potential for expansion in the Community**

The cluster analysis work already performed helps identify the region's relative economic potential as well as its limitations. It provides a basis for planning the region's economic strategies. The "deep dive" analysis that Better City will perform will likely yield further opportunities. Unfortunately, emerging clusters are not always obvious. Better City will devote specific attention to cluster businesses that demonstrate potential for greater supply-chain development and export capacity outside the region. Beyond the analysis of these clusters businesses, Better City has unique, direct experience identifying and assisting in the development of emerging clusters. In this phase there will be integration of qualitative information that can help form new clusters that have strategic importance.

Once potential clusters are identified it will be checked against trending market data for that industry to verify the viability of entering into that market segment. Risk and opportunity levels for the various clusters can be analyzed and quantified for decision-makers.

**Determine which broad areas of economic development have the most potential (tourism, entrepreneurial expansion, agriculture, niche industry, etc.) to improve economic prosperity and resiliency**

Resources are always limited. Identifying where emphasis should be placed to create the largest return on investment is critical. Better City will identify specifically where investment is needed in terms of time and money to affect each of the economic opportunities. That will be measured against the projected outcome in terms of wage dollars, economic multipliers and local tax revenues to determine the impact of the investment options. Some options may be strategic in nature and may not provide a competitive pecuniary return. Those areas will be identified and will outline the strategic merits where that is warranted.

By way of example, tourism and healthcare have tremendous potential, however, wealth creation in rural communities is most likely to occur as a result of sustained entrepreneurial activity. Entrepreneurs are normally made up of the "creative class" and produce significant local economic churn, as they tend to reinvest in the place where they live. Unlike, chains and large companies, profits remain locally and can provide capital to spur new start-ups. Better City has extensive experience in providing rural-specific assessment not just of entrepreneurship, but the spectrum of the economic landscape. Better City can look at market data and provide projections for those areas that are most likely to trend favorably. Recession data will also be examined to understand how the community will be affected when downturns arrive.

The key is to identify clusters that provide balance; having an economy that enjoys favorable economic climates but that also has a base that can remain stable during recessions is critical. Boom-bust cycles chase away successful businesses. Leveling the peaks and valleys often provides the most enduring positive economic impact.

**Establish the competitive points of differentiation for the Community, given the economic attributes**

Better City's analysis will probe to identify the community's competitive points of differentiation through interviews, observation and data analysis. Better City also has a long track record of



working in rural communities and will draw on this experience to identify those competitive advantages that are truly unique and marketable.

## **Phase 2: Land Use Plan Based on the Economic Development Plan**

### **Analysis**

Better City's initial objective will be to efficiently evaluate existing economic conditions in the Community based on a review of existing data sets, including DOLA reports and other studies previously conducted along with Better City's own independent research/validation methods and discussions with the Community. Existing land use plans, general plans, zoning and current development patterns will be analyzed against the economic strategy prepared and changes will be recommended based on the findings. Community planning staff members, elected officials, planning commissions and other related parties will be consulted during this process.

### **Work Product**

Better City will present a land use plan that will consist of a "bubble map" outlining the different uses for the Community. This plan will be geocoded for GIS application based on ARC GIS platforms, unless otherwise stipulated. There will also be an accompanying report that may include suggested changes to existing zoning ordinances and other planning procedures deemed essential for the effective realization of the economic development plan.

## **Phase 3: Strategic Implementation Plan**

**Work Product**  
A comprehensive implementation strategy will be developed that will include specific goals and outcomes and a comprehensive outline on how to achieve them. This document will include specific action items, responsible parties, deadlines and potential funding sources. The strategy will be designed to be a "living" document, so that emerging market opportunities can be pursued. The implementation strategy should be aggressive but realistic in its scope and timeline.

## **Phase 4: Realistic Plan for Combining Two Communities**

### **Political Analysis**

Better City will conduct qualitative research to determine the opportunities and threats on a political level for combining the two communities. This will include the examination of elected officials, business leaders, informal leaders and community members at large to understand the issues that will be the most persuasive and problematic as this outcome is pursued. A strategy for dealing with the strengths and weaknesses will be developed.

### **Practical Implications**

Better City will prepare an outline of potential benefits and weaknesses for combining the two communities. Ramifications from combining the two communities in terms of tax receipts, improved delivery of public services, strategic advantages, community marketing, quality of life, economic development opportunities, among others will be reviewed and quantified.



**Process**

The process for combining the two communities will be outlined with a reasonable timeline.

**Conclusion**

Better City has the track record, knowledge, experience and relationships that are necessary to complete the scope of work described herein and also has the ability to drive the plan to implementation. Better City looks forward to providing the firm's expertise to assist the Community in developing an economic development plan for the next generation.





# KSUN Community Radio

398 Arroyo Drive  
Battlement Mesa, CO 81635

www.KSUNcommunityradio.org

March 13, 2015

Dear KSUN Partner: Stuart McArthur

Breaking News! Phase I of the KSUN Partner Program is fully completed. This phase included a total revamping of the station to accommodate installation of new Simian hardware and software. The improvements in the broadcasting system have been remarkable for our listeners, our volunteers and especially, our station manager.

The accounting below is a summary of our donations and expenses for Phase I as of March 1, 2015.

<b>Total Donations:</b>	<u>\$16,300.00</u>
<b>Total Expenses:</b>	\$11,630.00
<b>Remaining Balance for Phase II &amp; III:</b>	\$4,670.00

**Expenses:**

- <b>CDMS Inc. of Grand Junction:</b>	\$9,368.00
(Upgrade and replacement of hardware/software, labor, training and configuration of systems)	
- <b>Broadcast Software:</b>	<u>\$2,262.00</u>
	\$11,630.00

During Phase II, KSUN board has hired Bill Frost, an engineer from Grand Junction, to survey KSUN's existing transmitter equipment and cost to adapt or replace said equipment to make a studio link to a new tower. According to Betsy Suerth, Garfield County Public Works, the required survey for the BLM environmental study has been submitted. BLM has indicated that the appropriate process will be placed on the fast track and relocation of the County Tower will be in the fall of 2015. This step will enable KSUN to create a direct "line of sight" which will greatly enhance KSUN's broadcasting ability. The cost for Phase II will be approximately \$5,000. So at this time, until we are further into Phase II, the KSUN board will not be requesting any more donations.

Attached is a list of the emergency numbers and contact information in the event of a local community emergency or natural disaster. This list is for KSUN Partner members only.

Thank you so much for your continued interest and support.

Sincerely,



KSUN Community Radio Board Members

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Enjoy KSUN Radio at 101.1 FM or Live Streaming Our Programs on Your Computer  
970.285.2246 (Telephone) – KSUNradio.com (Email)

# Emergency Contact Phone Numbers

1.	BLM, Grand Junction Dispatch	970-257-4800	32.	Poison Control	800-332-3073
2.	BLM District Office	970-244-3050	33.	Shift Cell # - Grand Valley Fire District Captain	970-985-8975
3.	BLM, Central Zone Fire	970-625-2872	34.	Xcel Energy (Gas)	800-895-2999
4.	Chemtrec (Hazmat)	800-424-9300	35.	Xcel Energy (Electric)	800-895-1999
5.	Care Flight	800-332-4923	36.	Rifle Airport (Brian Condie – Director)	970-379-5156
6.	CDOT	970-945-3840	37.	Town of Parachute (Stuart McArthur–Town Manager)	303-553-5555
7.	CDOT, Parachute	970-285-9483	38.	Grand River Hospital District	970-625-1510
8.	CDOT, Rifle	970-625-2286	39.	WPX Energy (Susan Alvillar)	970-263-5315
9.	Colorado State Patrol	970-248-7278	40.	Ursa (Jeff Powers)	970-309-9359
10.	Colorado Western Mental Health	970-241-6023	41.	Holy Cross Energy (Craig Tate)	970-947-5421
11.	Chief Blair Cell #	970-250-9851	42.	Hak Trucking (Larry White)	970-319-5727
12.	Chief Ferguson Cell #	970-210-3263	43.	Marathon	970-274-9046
13.	Dispatch, Garfield County	970-625-8095	44.	Blac Frac (Jeff Mangles)	970-623-9848
14.	Dispatch, Mesa County	970-242-2522	45.	J.C. Carnahan	970-285-7567
15.	Domestic Violence Crisis Center (24 Hour)	970-241-6704	46.	R.J. Taylor (John Loeschke)	970-986-1820
16.	Encana, Safety on Call	970-210-8755	47.	Community Counts	866-442-9034
17.	Fire Dept, De Beque	970-283-5907	48.	Caerus ( <a href="mailto:jjanicek@caerusoilandgas.com">jjanicek@caerusoilandgas.com</a> )	
18.	Fire Dept, Rifle	970-625-1243	49.	Williams Hotline	970-285-5431
19.	Fire Dept, Grand Valley	970-285-9119			
20.	Garfield County Child Abuse-Neglect	970-625-5283			
21.	Garfield County Road and Bridge	970-625-8601			
22.	Garfield County Sheriff Department	970-945-0453			
	Chris Bornholdt (Emergency Energy Mgr.)	970-618-6873			
23.	Hospital, Grand River (ED)	970-625-6418			
24.	Hospital, Grand River (Front Desk)	970-625-6401			
25.	Hospital, Saint Mary's (ED)	970-244-2551			
26.	Hospital, Saint Mary's (ED Recorded)	970-243-5507			
27.	Hospital, Valley View (ED)	970-384-7300			
28.	Hospital, Valley View (Pt Care Reports)	970-384-7307			
29.	Holy Cross Energy	970-945-5491			
30.	Parachute Police Dept.	970-285-7807			
	Cory Parmenter	970-986-1825			
31.	Parachute Public Works	970-285-7630			
	Mark King	970-986-1821			