



**AGENDA**

**TOWN OF PARACHUTE**

**BOARD OF TRUSTEES REGULAR MEETING**

**AUGUST 14, 2014**

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(A) **ROLL CALL**

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(B) **PLEDGE OF ALLEGIANCE**

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(C) **CONSENT AGENDA:**

- (1) **APPROVAL OF MINUTES FROM THE JULY 10, 2014 MEETING**
- (2) **APPROVAL OF JULY 2014 EXPENDITURES**

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

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(E) **DEPARTMENTAL REPORTS:**

- (1) **Mayor and Board of Trustees**
- (2) **Town Manager Monthly Update**
- (3) **Police Department Monthly Update**
  - a. **Liquor License Renewal**
    - Applicant: Rocky Mountain C Stores**
    - Location: 201 Columbine Court**
    - Parachute, CO**
- (4) **Public Works Monthly Update**
- (5) **Code Enforcement Update**

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(F) **BOARD APPROVAL OF RESOLUTION NO. 2014-18**

**A RESOLUTION OF THE BOARD OF TRUSTEE OF THE TOWN OF PARACHUTE COLORADO APPROVING THE GRANT OF A GRANT OF RIGHT-OF-WAY (EASEMENT) TO CAERUS PICEANCE, LLC TO CONSTRUCT, MAINTAIN, INSPECT, OPERATE, REPLACE MODIFY AND REMOVE PIPELINES WITH FITTINGS AND APPLIANCES FOR THE TRANSPORTATION OF OIL, GAS, PETROLEUM PRODUCTS, WATER AND ANY OTHER SUBSTANCES, PRODUCTS AND DERIVATIVES OF THE FOREGOING.**

**STUART McARTHUR, Town Manager**

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(G) **BOARD APPROVAL OF RESOLUTION NO. 2014-21**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, AUTHORIZING THE CONVEYANCE OF A TEN FOOT (10') WIDE PERPETUAL NON-EXCLUSIVE EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF UTILITY LINES, FIXTURES AND DEVICES.

STUART McARTHUR, Town Manager

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- (H) BOARD APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH BRUCE STOLBACH D/B/A CADFISH, LLC TO PROVIDE BUILDING CONSTRUCTION CONSULTATION SERVICES. APPROVAL OF MAYOR'S SIGNATURE.

DEREK WINGFIELD, Community Development Specialist  
STUART McARTHUR, Town Manager

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- (I) PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES FOR A LAND USE APPLICATION REGARDING THE GRAND VIEW INDUSTRIAL CENTER PLANNED UNIT DEVELOPMENT

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- (J) BOARD APPROVAL OF ORDINANCE NO. 675

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING THE ZONE DISTRICT MAP OF THE TOWN OF PARACHUTE BY APPROVING AN INDUSTRIAL PLANNED UNIT DEVELOPMENT WITHIN THE TOWN OF PARACHUTE TO BE KNOWN AS THE GRAND VIEW INDUSTRIAL CENTER PLANNED UNIT DEVELOPMENT AND APPROVING A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AND SECTION 15.01.107 OF THE PARACHUTE MUNICIPAL CODE.

DAVIS FARRAR, Town Planner

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- (K) BOARD APPROVAL OF RESOLUTION NO. 2014-22

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, APPROVING A GRANT AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS AND THE TOWN OF PARACHUTE, PROVIDING FOR A GRANT IN THE AMOUNT OF \$62, 500.00 FOR THE PURPOSE OF UPDATING THE TOWN'S COMPREHENSIVE (MASTER) PLAN.

STUART McARTHUR, Town Manager

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- (L) BOARD APPROVAL OF PROFESSIONAL SERVICES CONTRACT WITH THE FARNSWORTH GROUP TO DEVELOP 2014 INFRASTRUCTURE MASTER PLAN. APPROVAL FOR MAYOR'S SIGNATURE

MARK KING, Public Works Director

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- (M) BOARD APPROVAL OF CONSTRUCTION CONTRACT WITH THE UNITED COMPANIES TO RECONSTRUCT PARACHUTE PARK BOULEVARD. APPROVAL FOR MAYOR'S SIGNATURE.

MARK KING, Public Works Director

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- (M) BOARD APPROVAL OF RESOLUTION NO. 2014-19

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, CONCERNING THE FIRE AND POLICE PENSION ASSOCIATION ELECTION REGARDING MEMBER CONTRIBUTIONS TO THE STATEWIDE DEFINED BENEFIT PLAN.

S. DENISE CHIARETTA, Town Clerk

- (N) **BOARD APPROVAL OF CONTRACT WITH XCEL ENERGY TO INSTALL STREET LIGHTING ON CARDINAL WAY. APPROVAL FOR MAYOR'S SIGNATURE**

**STUART McARTHUR, Town Manager**  
**MARK KING, Public Works Director**

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- (O) **BOARD APPROVAL OF RESOLUTION NO. 2014-23**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO DESIGNATING THE DAYS AND TIMES FIXED FOR REGULAR MEETINGS OF THE PLANNING AND ZONING COMMISSION.**

**STUART McARTHUR, Town Manager**

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- (R) **BOARD CONSIDERATION AND APPROVAL OF MAYOR'S SIGNATURE ON LETTER TO THE ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO (AGNC) REGARDING THE ROAN PLATEAU**

**STUART McARTHUR, Town Manager**

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- (S) **BOARD CONSIDERATION OF AGENDA ITEMS FOR JOINT MEETING OF THE BOARD OF TRUSTEES AND THE GARFIELD BOARD OF COUNTY COMMISSIONERS**

**STUART McARTHUR, Town Manager**

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- (T) **EXECUTIVE SESSION**

**FOR DISCUSSION OF A PERSONNEL MATTER UNDER C.R.S SECTION 24-6-402(2)(f) AND NOT INVOLVING: ANY SPECIFIC EMPLOYEES WHO HAVE REQUESTED DISCUSSION OF THE MATTER IN OPEN SESSION; ANY MEMBER OF THIS BODY OR ANY ELECTED OFFICIAL; THE APPOINTMENT OF ANY PERSON TO FILL AN OFFICE OF THIS BODY OR OF AN ELECTED OFFICIAL; OR PERSONNEL POLICIES THAT DO NOT REQUIRE THE DISCUSSION OF MATTERS PERONAL TO PARTICULAR EMPLOYEES.**

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- (U) **OTHER MATTERS:**

**RESIGNATION LETTER FROM MARY (CANDY) ALLBEE FROM THE BOARD OF TRUSTEES**

**RESIGNATION LETTER FROM EVERT BARTZ FROM THE PLANNING & ZONING COMMISSION.**

**VITAL FOR COLORADO**

**PLANNING REFRESHER WORKSHOP**

**COLORADO MOSQUITO CONTROL, INC. MOSQUITO REPORT**

**TOWN OF PARACHUTE  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
July 10, 2014**

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

**ACTION MINUTES:**

**(A) ROLL CALL**

**TRUSTEES PRESENT:**

Candy Allbee, John Loschke, Timothy Olk, Tom Rugaard, Juanita Williams, John Yadloski

**STAFF PRESENT:**

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

**STAFF ABSENT:**

Finance Clerk Dustie Colella

**(B) PLEDGE OF ALLEGIANCE**

**(C) CONSENT AGENDA:**

- (1) APPROVAL OF MINUTES FROM THE JUNE 8, 2014 MEETING**
- (2) APPROVAL OF JUNE 2014 EXPENDITURES**

**MOTION NO. 1**

Moved and seconded by Trustees Loschke / Rugaard to approve minutes and expenditures as presented.

Motion passed unanimously.

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

There were none.

Mayor McClung noted that he would move item H up after departmental reports

**(E) DEPARTMENTAL REPORTS:**

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

Mayor McClung stated that we received \$62,500 from DOLA for a comprehensive plan for the Town of Parachute.

Trustee Olk commented on how well the Welcome to Parachute signs were received.

Mayor McClung announced the Misty Way dedication at 11:00am at the Library to anyone interested.

Trustee Rugaard asking about bear proof trash cans? Town Clerk Chiaretta stated that the bids are going out for new contract so will put in there possibility of bear proof cans and price if anyone is interested.

**(2) Administrative Monthly Update**

Town Manager McArthur– Distributed sales tax report sales tax was \$82,490 which is \$20,000 more than last year, 8% more than budget.

No financials due to Paylocity switch over.

\$62,500 from DOLA, comprehensive plan update to be put on agenda.

Trustee Williams indicated desire to do an ordinance re: chickens in town. Town Manager McArthur informed the board that any other ordinances or presentations please see him and they will be put to upcoming agendas.

**(3) Police Department Monthly Update**

Police Chief Parmenter – Informed the board that a bear was trapped this morning, and three more are running around the town.

**a. APPLICATION FOR A HOTEL RESTAURANT LIQUOR LICENSE**

Applicant: Diana L. Lawrence - Tompkins

D.B.A.: Mama's Restaurant

Location: 103 East First Street Parachute, CO 81635

**MOTION NO.2**

Moved and seconded by Trustees Loschke / Albee to approve Hotel Restaurant Liquor License for Mama’s Restaurant.

Motion passed with Trustees Williams, Allbee, Olk and Loschke voting yes; Yadloski and Rugaard abstained.

b. **RENEWAL APPLICATION LIQUOR STORE**

Applicant: Gary Dean  
D.B.A. Bottlecap Liquors LLC  
Location: 150 Columbine Court Suite A  
Parachute, CO 81635

**MOTION NO.3**

Moved and seconded by Trustees Loschke /Allbee to approve renewal application for Bottlecap Liquors LLC.

Motion passed with Trustees Williams, Allbee, Olk and Loschke voting yes; Yadloski and Rugaard abstained.

**(4) Public Works Monthly Update**

Mark King – Public Works Director

MistyWay signs up.

Meters are being installed and Tells Meadows meters are all installed.

RFP on street for Parachute Blvd also have contract maintenance project for year, would like to get approved so we can get maintenance portion done. Next meeting bids should be in due on 7<sup>th</sup>, hopefully can be approved by when the snow flies.

Roach property is finished and graded off. Property looks nice.

**(5) Code Enforcement Update**

Derek Wingfield – Community Development Specialist

Comfort Inn dead grass issues being addressed.

Twenty seven letters sent last month. Everyone seems to be complying with what we are asking. Lots of good feedback.

One new business license issued last month. Slowly learning building permits, part online and part classroom.

Moving forward on website, skeleton mock up right now.

Grand Valley Days moving forward, have moved parade route to include all of Parachute Avenue and 1<sup>st</sup> Street. 6 teams have said they will participate in the BBQ but have not signed up as of yet, would like to get those secured so event can be ongoing. Received 4x30 foot banners donated to Parks Association to put out on interstate walk bridge during Grand Valley Days.

Walked wildlife area trying to secure place for it.

Possible golf course for Town of Parachute.

Mayor McClung moved item H to here:

**(H) PUBLIC HEARING:**

**PUBLIC MEETING BEFORE THE BOARD OF TRUSTEES FOR A LAND USE APPLICATION:**

APPLICANT/OWNER:	Clear Creek Ranch, LLC 643 County Road 337 Parachute, CO 81635
PROJECT NAME:	Grand View Industrial Center Planned Unit Development
PROJECT LOCATION:	Intersection of Murray Court and Murray Lane
LEGAL DESCRIPTIONS:	See Attached

Public Meeting called to order at 6:55 p.m.

Phil Vaughn of Phil Vaughn Construction Management, Inc. – Kameron & Hank Kraft owners of Clear Creek Ranch LLC were present.

Mr. Vaughn stated he received staff report and worked over weekend to prepare reply and requested a continuance.

There was not a quorum for planning commission so meeting was cancelled. Mr Vaughn requested having the Public Hearing on August 14, 2014.

Public Hearing closed at 6:58 p.m.

#### **MOTION NO.4**

Moved and seconded by Trustees Löscke / Rugaard to continue hearing to August 14, 2014 Board Meeting.

Motion passed unanimously.

Trustee Rugaard asked why item H was presented so quickly? Town Manager McArthur responded that they wanted to install fueling pumps this summer, and it was his decision to move forward quickly. Would like to change timing of P&Z meetings, they follow the board meeting, but they are actually month before. Would like to move that the P&Z be moved before the board meeting as to shorten the process.

#### **(F) INSTRUCTIONS ON USING OUR IPADS TO RECEIVE OUR PAPERLESS PACKETS**

Community Development Specialist Wingfield presentation:

Checklist that everyone needs to sign out iPads. To make sure we keep track of them due to grant.

Will make copies for everyone of instructions. And if anyone needs help he will be glad to spend some time with you on instructions and tricks.

I annotate you can actually take notes and highlight.

General instructions were paused through due to lack of internet. Next month we will not have a packet it will be paperless. There were problems with the internet and could not do a visual presentation.

**(I) AUDIT PRESENTATION**

**By: Audit Company Dazzio & Plutt**

**Presenter: Steve Plutt**

Will send out electronic copy Tuesday and will have bound copy at Board Meeting. Mr. Plutt informed the board that he was unable to have bound copies due to illness.

Mr. Plutt gave a power point presentation to the board regarding audit of financial statements.

Mr. Plutt stated that there were project funds hanging out in the project accounts that were complete and Town Manager McArthur had requested the funds be moved and accounts be closed before the audit is finalized.

**MOTION NO.5**

Moved and seconded by Trustees Loschke / Williams to move unexpended fund balances to cap improvement account.

Motion passed unanimously.

Mr. Plutt stated that expenditures were 2.8 million last year and 2.6 million this year, close to the same amount.

Net decrease in water fund \$80,000.

Toured the towns facilities, they are clean and up to date. He was quite impressed.

Rating is triple AM which is very good. Can give him a call anytime to discuss.

**MOTION NO.6**

Moved and seconded by Trustees Rugaard / Olk to accept the audit with the final adjustments.

Motion passed unanimously.

**(G) BOARD APPROVAL TO ENTER INTO A CONTRACT WITH FRONTIER PAVING FOR PAVEMENT MAINTENANCE AND MAYOR TO SIGN THE SAME.**

Public Works Director King stated that four bids came in with Frontier Paving being the lowest, everything came in high, renegotiated some of the project around Meadow Drive and Tells Meadows area. Won't be able to do everything we wanted to. Public Works Director King asked for \$200,000 instead of \$155,000 to alleviate change orders. Frontier asking when they can get started? Public Works Director King was asked what was the

reasoning for such high bids? One was soils that came in late and they have to over excavate need more material to get it stabilized. Plan on putting crown on roads so it runs into gutters. Hopefully will only take 10 days or a few more for maintenance portion.

Change order how do we feel? Town Manager McArthur suggested that should be on original \$155,995, and have to come in with change orders to be approved. Town Manager McArthur or Public Works Director King to approve on anything over original price. Potential approve \$155,995 request with cost of materials?

**MOTION NO.7**

Moved and seconded by Trustees Williams / Allbee to revise contract to the original \$155,995 and request for cost of \$1,000,000 insurance.

Town Attorney Sands - are there insurance provisions of million dollars?

Amend motion Williams / Allbee.

Motion passed unanimously.

**(J) EXECUTIVE SESSION:**

**(K) OTHER MATTERS:**

**A THANK YOU AND INFORMATION ABOUT THE ABUNDANCE GARDEN**

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*Meeting adjourned at 8:09 p.m.*

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Mayor

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Town Clerk

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

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

DRAFT

GL	JULY 2014 EXPENDITURES	Check
Period	Payee	Amount
14-Jul	AFLAC	\$803.70
14-Jul	CENTURY LINK	\$771.24
14-Jul	DENISE CHIARETTA	\$39.55
14-Jul	DEPENDABLE WASTE SERVICES	\$8,264.36
14-Jul	FIRE AND POLICE PENSION ASSOC.	\$1,699.25
14-Jul	GRAND VALLEY PARK ASSOCIATION	\$1,000.00
14-Jul	KANSAS CITY LIFE INS.	\$2,546.10
14-Jul	KONICA MINOLTA	\$784.92
14-Jul	LAW ENFORCEMENT ALLIANCE FOR DEFENSE	\$28.00
14-Jul	LIBERTY NATIONAL LIFE INSURANCE CO.	\$151.78
14-Jul	ORCHARD TRUST COMPANY, LLC	\$2,466.78
14-Jul	RICOH USA, INC	\$13.16
14-Jul	RICOH USA, INC.	\$148.96
14-Jul	ROCKY MT. HEALTH PLANS	\$20,124.46
14-Jul	STUART S. MCARTHUR	\$9,500.00
14-Jul	VISION SERVICE PLAN - (CONNECTICUT)	\$262.08
14-Jul	WELLS FARGO BUSINESS	\$113.08
14-Jul	WELLS FARGO BUSINESS	\$1,141.57
14-Jul	WELLS FARGO BUSINESS CARD	\$174.13
14-Jul	ACCUTEST LABORATORIES	\$360.00
14-Jul	ACTION SHOP SERVICE	\$112.94
14-Jul	AIRGAS USA, LLC	\$48.70
14-Jul	ALL AMERICAN GLASS LLC	\$268.00
14-Jul	ALLY	\$2,162.63
14-Jul	ALLY	\$3,081.96
14-Jul	ALSCO	\$183.14
14-Jul	APRENDI, INC.	\$207.00
14-Jul	AUSTIN CIVIL GROUP, INC.	\$4,472.53
14-Jul	BATTLEMENT MESA HARDWARE LLC	\$35.24
14-Jul	BATTLEMENT MESA METROPOLITAN DISTRICT	\$11,664.00
14-Jul	BRUBACHER DESIGN	\$399.90
14-Jul	CASELLE INC	\$525.33
14-Jul	CHELEWSKI PIPE & SUPPLY, INC.	\$59.10
14-Jul	CHEMA TOX LABORATORY INC	\$22.94
14-Jul	CHEMPLIANCE, INC.	\$1,124.44
14-Jul	CIRSA	\$11,036.00
14-Jul	COLORADO CODE PUBLISHING COMPANY	\$60.85
14-Jul	COLORADO MT. NEWS MEDIA	\$182.66
14-Jul	COMCAST CABLE	\$139.75
14-Jul	COMFORT AIR OF GRAND JUNCTION	\$720.00
14-Jul	COMMERCIAL SPECIALISTS, INC.	\$157.50
14-Jul	DESKTOP CONSULTING, INC.	\$592.50
14-Jul	DISA, Inc.	\$112.00
14-Jul	ECO RESOURCES COLORADO INC.	\$572.00
14-Jul	FIKES WEST, INC.	\$89.00
14-Jul	FIRE AND POLICE PENSION ASSOC.	\$1,697.84
14-Jul	GRAND JUNCTION PIPE & SUPPLY	\$2,700.00
14-Jul	GRAND JUNCTION PIPE & SUPPLY	\$1,367.30
14-Jul	HOLY CROSS ENERGY	\$88.22
14-Jul	LAWSON PRODUCTS INC	\$111.78
14-Jul	MESA COUNTY HEALTH DEPT.	\$80.00
14-Jul	MICRO PLASTICS	\$60.47
14-Jul	MOUNTAIN PEST CONTROL	\$104.00
14-Jul	ORCHARD TRUST COMPANY, LLC	\$2,466.78
14-Jul	PARACHUTE AUTO PARTS & SUPPLY	\$388.89
14-Jul	PARACHUTE RADIO SHACK	\$59.98
14-Jul	PARACHUTE SERVICE	\$216.65
14-Jul	PAYFLEX SYSTEMS, USA INC.	\$150.00
14-Jul	PHYSIO-CONTROL, INC.	\$65.50

14-Jul	QUILL CORPORATION	\$895.95
14-Jul	R & S SALES & WELDING SERVICE	\$12.00
14-Jul	RDJ SPECIALTIES, INC.	\$775.87
14-Jul	SANDS LAW OFFICE, LLC	\$2,163.84
14-Jul	SOUTHWESTERN SYSTEMS, INC	\$4,102.50
14-Jul	STUART S. MCARTHUR	\$133.04
14-Jul	STUART S. MCARTHUR	\$60.00
14-Jul	SWALLOW OIL COMPANY	\$2,925.34
14-Jul	THE LITTLE COFFEE SHACK	\$377.23
14-Jul	TRU GREEN	\$1,258.95
14-Jul	U. S. TRACTOR & HARVEST, INC.	\$637.18
14-Jul	UNCC	\$35.19
14-Jul	UNIVAR USA INC.	\$561.50
14-Jul	VALLEY AUTOMOTIVE & DIESEL INC	\$608.40
14-Jul	VALLEY LUMBER	\$88.70
14-Jul	VERIZON WIRELESS	\$774.61
14-Jul	WAGNER RENTS INC.	\$970.00
14-Jul	WESTERN SLOPE ELECTRICAL CONTRACTOR LLC	\$4,550.00
14-Jul	WINWATER	\$1,232.00
14-Jul	SALARIES	\$61,161.73
14-Jul	FEDERAL TAX DEPOSITS	\$20,817.83
14-Jul	STATE EMPLOYMENT TAXES	\$2,770.88
14-Jul	PAYLOCITY	\$285.00
14-Jul	XCEL ENERGY	\$8,059.51
14-Jul	PARACHUTE AREA CHAMBER COMMERCE	\$100.00
14-Jul	PARACHUTE AREA CHAMBER COMMERCE	\$30.00
14-Jul	TOWN OF PARACHUTE - PETTY CASH	\$65.23
<b>JULY</b>	<b>TOTAL</b>	<b>\$213,433.12</b>



# Town of Parachute

222 Grand Valley Way Parachute, Colorado 81635  
 (970) 285-7630 Stuart S. McArthur, Town Administrator

**DATE:** August 14, 2014  
**TO:** Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT:** TOWN MANAGER MONTHLY REPORT – AUGUST 2014

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

1. Sales tax report showing current month sales tax and comparing the last three years is attached.
2. The financial summaries through June are provided as a handout.
3. Development of the new Town website is underway. We are participating in an accelerated program sponsored by the State Internet Portal Authority (SIPA).
4. A celebration was held to officially open Misty Way which is located near the bridge over the Colorado River toward Battlement Mesa. A good group was in attendance.
5. The 2015 budget process is well under way. The following is the calendar:

Date	Description
August 12, 2014	Departments submit completed budget worksheets.
August 21 - 26, 2014	Review with departments on budget proposals and make necessary revisions.
<b>September 11, 2014</b>	<b>Board Meeting Preliminary Budget Presentation:</b>
	2014 Budget Status to date
	Estimate of 2015 Budget Beginning Fund Balances
	2015 Revenue forecasts (Control Totals) by fund category
	Debt Service for 2015 and future years
	Proposed capital projects for prioritization
	Board of Trustees Priorities
September 25, 2014	Budget notice newspaper for publication.



# Town of Parachute

222 Grand Valley Way Parachute, Colorado 81635  
 (970) 285-7630 Stuart S. McArthur, Town Administrator

Date	Description
October 2, 2013	Publication of Budget Notice.
<b>October 9, 2013</b>	<b>2015 Proposed Budget Presentation to Board of Trustees</b>
October 15, 2014	Budget information available for public view.
November 28, 2014	County submits final assessment data.
<b>December 11, 2014</b>	<b>Public Hearing to adopt 2015 Budget / Appropriate 2015 Budget / Certify mill levy</b>
December 15, 2014	Mill levy certification due to Garfield County
January 31, 2014	2014 Budget and Budget Message due to State.

6. Grand Valley Days was a success ... record breaking crowds in 2014. The Town is working with the Grand Valley Park Association and the Chamber of Commerce to determine the direction of Grand Valley Days in the future.
7. Performance evaluations have been completed. Increases have been given to staff. The increases ranged between 3.0% and the Board approved 4.0%.
8. I have met with the website operator of the RREDC. My goal is have the Town of Parachute and Battlement Mesa more emphasized on the web site.
9. I am meeting with the respective oil and gas companies with operations in the Town to learn of their plans for 2015 in order to budget for sales tax and other revenues.
10. I met regarding the previously issued leases EIS as a cooperating agency meeting.

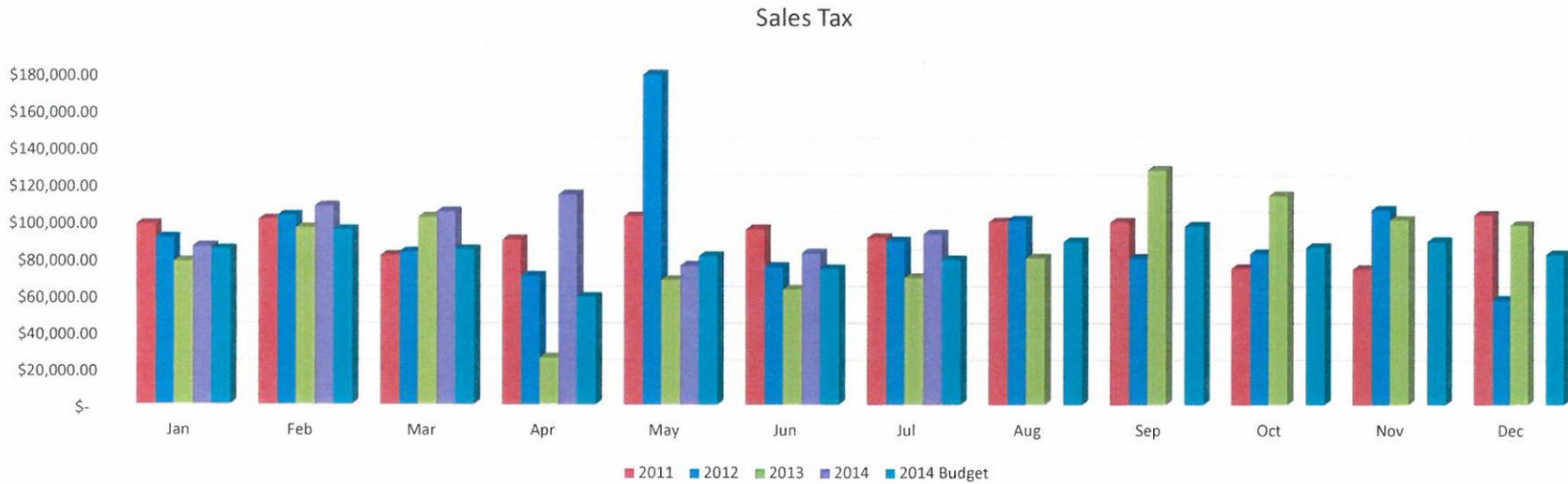
If you have any additional questions or concerns, please contact me.

SSMc

### Town of Parachute Sales Tax Trend Analysis

		Actuals								
Month Received	Month Paid*	2011	2012	2013	2013 YTD	2014	2014 Budget	% Over / Under	YTD % Compared to 2013	
Jan	Nov	\$ 97,703.10	\$ 90,418.70	\$ 77,729.45	\$ 77,729.45	\$ 85,800.99	\$ 84,265.30	1.82%		
Feb	Dec	\$ 100,445.96	\$ 102,462.53	\$ 95,706.59	\$ 95,706.59	\$ 107,541.87	\$ 94,650.26	13.62%		
Mar	Jan	\$ 81,081.96	\$ 82,964.67	\$ 101,588.06	\$ 101,588.06	\$ 104,702.30	\$ 84,196.66	24.35%		
Apr	Feb	\$ 89,465.87	\$ 70,051.54	\$ 25,564.29	\$ 25,564.29	\$ 113,904.74	\$ 58,664.26	94.16%		
May	Mar	\$ 102,176.60	\$ 178,676.32	\$ 67,891.55	\$ 67,891.55	\$ 75,764.05	\$ 80,858.25	-6.30%		
Jun	Apr	\$ 95,085.52	\$ 75,074.79	\$ 62,753.99	\$ 62,753.99	\$ 82,490.46	\$ 73,825.47	11.74%		
Jul	May	\$ 90,603.01	\$ 88,865.35	\$ 69,165.79	\$ 69,165.79	\$ 92,727.04	\$ 78,808.10			
Aug	Jun	\$ 99,265.65	\$ 100,295.75	\$ 79,877.98			\$ 88,572.25			
Sep	Jul	\$ 99,092.47	\$ 79,785.87	\$ 127,189.55			\$ 97,012.54			
Oct	Aug	\$ 74,409.25	\$ 82,319.43	\$ 113,405.91			\$ 85,622.97			
Nov	Sep	\$ 73,869.26	\$ 105,816.61	\$ 100,377.26			\$ 88,769.96			
Dec	Oct	\$ 103,113.77	\$ 57,266.18	\$ 97,548.24			\$ 81,753.98			
<b>Total</b>		<b>\$ 1,106,312.42</b>	<b>\$ 1,113,997.74</b>	<b>\$ 1,018,798.66</b>	<b>\$ 500,399.72</b>	<b>\$ 662,931.45</b>	<b>\$ 997,000.00</b>		<b>32.48%</b>	

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



**2014 BUDGET TRACKING REPORT SUMMARY**

**% OF YEAR PASSED**

**50.00%**

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LINE NO.	DESCRIPTION	2013 ACTUALS	2014 BUDGET	2014 ESTIMATE	TOTAL 2014 YTD	% OF BUDGET SPENT	BUDGET REMAINING	LINE NO.
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**GENERAL FUND**

**GENERAL FUND REVENUES**

1	General Property Tax	\$ 361,928	\$ 283,780	\$ 303,612	\$ 208,569	73.50%	\$ 75,211	1
2	Town Sales Tax	1,018,803	997,000	1,186,440	565,992	56.77%	431,008	2
3	Other Taxes	223,978	205,190	221,039	99,238	48.36%	105,952	3
4	Licenses and Permits	14,252	9,970	25,749	21,614	216.79%	(11,644)	4
5	Intergovernmental	404,608	315,000	348,033	33,033	10.49%	281,967	5
6	Planning & Zoning	1,561	1,250	1,536	795	63.60%	455	6
7	Fines / Forfeitures	62,161	52,000	58,617	35,834	68.91%	16,166	7
8	Miscellaneous / Special	84,375	46,410	80,127	68,494	147.58%	(22,084)	8
9	<b>Total General Fund Revenues</b>	<b>\$ 2,171,665</b>	<b>\$ 1,910,600</b>	<b>\$ 2,225,153</b>	<b>\$ 1,033,569</b>		<b>\$ 877,031</b>	<b>9</b>

**GENERAL FUND EXPENDITURES**

10	Salaries / Wages	\$ 811,750	\$ 644,610	\$ 629,069	\$ 333,659	51.76%	\$ 310,951	10
11	Benefits	377,571	338,500	279,717	113,432	33.51%	225,068	11
12	Supplies	231,221	190,520	183,359	89,609	47.03%	100,911	12
13	Services	123,729	124,860	125,770	62,236	49.84%	62,624	13
14	Capital Outlay	105,981	67,270	86,216	64,549	95.96%	2,721	14
15	Transfers to Other Funds	-	5,152,640	5,152,641	-	0.00%	5,152,640	15
16	Other	15,428	18,800	14,968	9,690	51.54%	9,110	16
17	<b>Total General Fund Expenditures</b>	<b>\$ 1,665,680</b>	<b>\$ 6,537,200</b>	<b>\$ 6,471,739</b>	<b>\$ 673,175</b>		<b>\$ 5,864,025</b>	<b>17</b>

**GENERAL FUND BALANCE ANALYSIS**

18	Beginning Fund Balance	\$ 4,990,313	\$ 5,496,298	\$ 5,496,298				18
19	TOTAL REVENUES	2,171,665	1,910,600	2,225,153				19
20	TOTAL EXPENDITURES	1,665,680	6,537,200	6,471,739				20
21	Annual Net	505,985	(4,626,600)	(4,246,586)				21
22	<b>Ending Available Fund Balance</b>	<b>\$ 5,496,298</b>	<b>\$ 869,698</b>	<b>\$ 1,249,712</b>				<b>22</b>

**2014 BUDGET TRACKING REPORT SUMMARY**

**% OF YEAR PASSED**

**50.00%**

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LINE NO.	DESCRIPTION	2013 ACTUALS	2014 BUDGET	2014 ESTIMATE	TOTAL 2014 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
<b>WATER FUND</b>								
<b>WATER FUND REVENUES</b>								
23	Water Utility Receipts	\$ 268,076	\$ 238,680	\$ 297,752	\$ 129,209	54.13%	\$ 109,471	23
24	Irrigation Utility Receipts	16,923	20,000	28,709	11,885	59.42%	8,115	24
25	Late Fees / Penalties	354	130	806	747	574.28%	(617)	25
26	Irrigation Tap Fees	-	-	-	-	#DIV/0!	-	26
27	Water Tap Fees	-	3,500	3,500	-	0.00%	3,500	27
28	Transfers from Other Funds	-	26,250	19,688	6,563	25.00%	19,687	28
29	Grants	-	112,075	75,000	-	0.00%	112,075	29
30	Other	47	40	38	22	53.80%	18	30
31	<b>Total Water Fund Revenues</b>	<b>\$ 285,401</b>	<b>\$ 400,675</b>	<b>\$ 425,493</b>	<b>\$ 148,425</b>		<b>\$ 252,250</b>	<b>31</b>
<b>WATER FUND EXPENDITURES</b>								
32	Salaries / Wages	\$ 128,391	\$ 90,125	\$ 98,315	\$ 51,584	57.24%	\$ 38,541	32
33	Benefits	57,419	43,670	39,905	18,150	41.56%	25,520	33
34	Supplies	126,441	112,600	117,011	54,120	48.06%	58,480	34
35	Services	4,304	8,980	10,643	4,205	46.83%	4,775	35
36	Debt Service	29,041	37,620	33,725	29,225	77.69%	8,395	36
37	Capital Outlay	15,237	273,903	153,946	2,859	1.04%	271,044	37
38	Other	-	7,300	7,300	-	0.00%	7,300	38
39	<b>Total Water Fund Expenditures</b>	<b>\$ 360,833</b>	<b>\$ 574,198</b>	<b>\$ 460,845</b>	<b>\$ 160,143</b>		<b>\$ 414,055</b>	<b>39</b>
<b>WATER FUND BALANCE ANALYSIS</b>								
40	Beginning Fund Balance	\$ 323,346	\$ 247,915	\$ 247,915				40
41	TOTAL REVENUES	285,401	400,675	425,493				41
42	TOTAL EXPENDITURES	360,833	574,198	460,845				42
43	Annual Net	(75,431)	(173,523)	(35,352)				43
44	<b>Ending Available Fund Balance</b>	<b>\$ 247,915</b>	<b>\$ 74,392</b>	<b>\$ 212,562</b>				<b>44</b>

**2014 BUDGET TRACKING REPORT SUMMARY**

**% OF YEAR PASSED**

**50.00%**

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LINE NO.	DESCRIPTION	2013 ACTUALS	2014 BUDGET	2014 ESTIMATE	TOTAL 2014 YTD	% OF BUDGET SPENT	BUDGET REMAINING	LINE NO.
<b>WASTEWATER FUND</b>								
<b>WASTEWATER FUND REVENUES</b>								
45	Wastewater Utility Receipts	\$ 221,761	\$ 200,000	\$ 205,095	\$ 107,279	53.64%	\$ 92,721	45
46	Late Fees / Penalties	-	-	-	-	#DIV/0!	-	46
47	Wastewater Tap Fees	-	3,500	1,452	-	0.00%	3,500	47
48	Transfers from Other Funds	-	-	-	-	#DIV/0!	-	48
49	Grants	-	-	-	-	#DIV/0!	-	49
50	Other	30	20	20	15	73.65%	5	50
51	<b>Total Wastewater Fund Revenues</b>	<b>\$ 221,791</b>	<b>\$ 203,520</b>	<b>\$ 206,567</b>	<b>\$ 107,294</b>		<b>\$ 96,226</b>	<b>51</b>
<b>WASTEWATER FUND EXPENDITURES</b>								
52	Salaries / Wages	\$ 27,747	\$ 26,320	\$ 23,063	\$ 12,710	48.29%	\$ 13,610	52
53	Benefits	11,183	11,460	8,524	4,154	36.25%	7,306	53
54	Supplies	177,042	175,720	178,517	75,814	43.14%	99,906	54
55	Services	1,539	12,920	11,006	2,491	19.28%	10,429	55
56	Debt Service	721	2,000	362	-	0.00%	2,000	56
57	Capital Outlay	4,166	18,200	9,930	1,442	7.92%	16,758	57
58	Other	-	25,201	24,151	-	0.00%	25,201	58
59	<b>Total Wastewater Fund Expenditures</b>	<b>\$ 222,397</b>	<b>\$ 271,821</b>	<b>\$ 255,554</b>	<b>\$ 96,610</b>		<b>\$ 175,211</b>	<b>59</b>
<b>WASTEWATER FUND BALANCE ANALYSIS</b>								
60	Beginning Fund Balance	\$ 88,581	\$ 87,975	\$ 87,975				60
61	TOTAL REVENUES	221,791	203,520	206,567				61
62	TOTAL EXPENDITURES	222,397	271,821	255,554				62
63	Annual Net	(606)	(68,301)	(48,987)				63
64	<b>Ending Available Fund Balance</b>	<b>\$ 87,975</b>	<b>\$ 19,674</b>	<b>\$ 38,988</b>				<b>64</b>

**2014 BUDGET TRACKING REPORT SUMMARY**

**% OF YEAR PASSED**

**50.00%**

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LINE NO.	DESCRIPTION	2013 ACTUALS	2014 BUDGET	2014 ESTIMATE	TOTAL 2014 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
<b>STREETS AND ALLEYS FUND</b>								
<b>STREETS AND ALLEYS FUND REVENUES</b>								
65	Specific Ownership Tax	\$ -	\$ 20,000	\$ 21,551	\$ 10,664	53.32%	\$ 9,336	65
66	HUTF Tax	-	38,510	43,237	22,080	57.34%	16,430	66
67	County Road and Bridge Tax	-	25,550	35,227	25,485	99.75%	65	67
68	Transfers from Other Funds	-	160,000	160,000	40,000	25.00%	120,000	68
69	Grants	-	-	-	-	#DIV/0!	-	69
70	Other	-	3,500	5,061	2,972	84.90%	529	70
71	<b>Total Streets and Alleys Fund Revenues</b>	<b>\$ -</b>	<b>\$ 247,560</b>	<b>\$ 265,077</b>	<b>\$ 101,201</b>		<b>\$ 146,359</b>	<b>71</b>
<b>STREETS AND ALLEYS FUND EXPENDITURES</b>								
72	Salaries / Wages	\$ -	\$ 108,380	\$ 114,127	\$ 61,633	56.87%	\$ 46,747	72
73	Benefits	-	44,550	43,587	22,250	49.94%	22,300	73
74	Supplies	-	78,650	76,555	32,070	40.78%	46,580	74
75	Services	-	3,600	4,504	2,637	73.26%	963	75
76	Capital Outlay	-	11,700	5,339	1,442	12.32%	10,258	76
77	Other	-	-	-	-	#DIV/0!	-	77
78	<b>Total Streets and Alleys Fund Expenditures</b>	<b>\$ -</b>	<b>\$ 246,880</b>	<b>\$ 244,111</b>	<b>\$ 120,033</b>		<b>\$ 126,847</b>	<b>78</b>
<b>STREETS AND ALLEYS FUND BALANCE ANALYSIS</b>								
79	Beginning Fund Balance	\$ -	\$ -	\$ -				79
80	TOTAL REVENUES	-	247,560	265,077				80
81	TOTAL EXPENDITURES	-	246,880	244,111				81
82	Annual Net	-	680	20,966				82
83	<b>Ending Available Fund Balance</b>	<b>\$ -</b>	<b>\$ 680</b>	<b>\$ 20,966</b>				<b>83</b>

**2014 BUDGET TRACKING REPORT SUMMARY**

**% OF YEAR PASSED**

**50.00%**

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LINE NO.	DESCRIPTION	2013 ACTUALS	2014 BUDGET	2014 ESTIMATE	TOTAL 2014 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
<b>CAPITAL IMPROVEMENT FUND</b>								
<b>CAPITAL IMPROVEMENT FUND REVENUES</b>								
84	Transfers from Other Funds	\$ -	\$ 1,925,000	\$ 1,925,000	\$ 481,250	25.00%	\$ 1,443,750	84
85	Other	-	-	-	-	#DIV/0!	-	85
86	<b>Total Capital Improvement Fund Revenues</b>	<b>\$ -</b>	<b>\$ 1,925,000</b>	<b>\$ 1,925,000</b>	<b>\$ 481,250</b>		<b>\$ 1,443,750</b>	<b>86</b>
<b>CAPITAL IMPROVEMENT FUND EXPENDITURES</b>								
87	Salaries / Wages	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	87
88	Benefits	-	-	-	-	#DIV/0!	-	88
89	Supplies	-	-	-	-	#DIV/0!	-	89
90	Services	-	-	-	-	#DIV/0!	-	90
91	Capital Outlay	-	1,925,000	1,191,072	20,072	1.04%	1,904,928	91
92	Other	-	-	-	-	#DIV/0!	-	92
93	<b>Total Capital Improvement Fund Expenditures</b>	<b>\$ -</b>	<b>\$ 1,925,000</b>	<b>\$ 1,191,072</b>	<b>\$ 20,072</b>		<b>\$ 1,904,928</b>	<b>93</b>
<b>CAPITAL IMPROVEMENT FUND BALANCE ANALYSIS</b>								
94	Beginning Fund Balance	\$ -	\$ -	\$ -	-			94
95	TOTAL REVENUES	-	1,925,000	1,925,000				95
96	TOTAL EXPENDITURES	-	1,925,000	1,191,072				96
97	Annual Net	-	-	733,928				97
98	<b>Ending Available Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 733,928</b>				<b>98</b>

**Parachute Police Department**  
**Office of the Chief**  
222 Grand Valley Way  
P.O. Box 100 Parachute, CO 81635-0100



**Chief of Police**  
**Cary L. Parmenter**

Telephone (970)285-7630 ext. 114  
Facsimile: (970)285-9146

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## July, 2014

Calls for service in July, 2013: **463**  
Calls for service in July, 2014: **347**

Our new Officer, Alex Graham started on the 16<sup>th</sup> of July; he jumped right in working and preparing for Grand Valley Days. He is well into his field training and we are hoping to have him ready for scheduling by the end of September.

Grand Valley Days was another success with no incidents related to the event, we asked for assistance from our neighboring communities, Garfield County, De Beque and the Colorado State Patrol helped out with law enforcement duties including traffic control, and extra officers at the rodeo and street dance.

This year we saw an increase of attendees to the Bike Rodeo which was bigger than last year's event. We were assisted by Neighborhood Watch members Juanita and Ed Williams who ran the registration booth. The Bike give a way was a big hit with several bikes given out to our citizens.

In July officers responded to 41 Bear calls and 1 Moose call. Colorado Parks and Wild Life set up Bear Traps in mid-July. One Bear was struck and killed on the Interstate and CPW captured three more. By the end of July our reported Bear calls dropped significantly from 5- 7 a day to less than 1 a day.

*Visit [www.wildlife.state.co.us/bears](http://www.wildlife.state.co.us/bears) for more information.*

### **Liquor License:**

Rocky Mt. C Stores  
201 Columbine Ct: No violations, no changes to report.

Thank You

Cary Parmenter  
Police Chief

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

Fees Due	
Renewal Fee	\$96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$75 x _____	_____
Amount Due/Paid	

ROCKY MTN C STORES  
 706 S 9TH ST STE 1  
 GRAND JUNCTION CO 81501-3736

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name <b>ROCKY MTN C STORES INC</b>		DBA <b>ROCKY MTN C STORES</b>		
Liquor License # <b>03614250003</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>03614250003</b>	Expiration Date <b>10/24/2014</b>	Due Date <b>9/9/2014</b>
Street Address <b>201 COLUMBINE CT PARACHUTE CO 81635-9529</b>				Phone Number <b>970-285-6388</b>
Mailing Address <b>706 S 9TH ST STE 1 GRAND JUNCTION CO 81501-3736</b>				
Operating Manager <b>CARY DEAN</b>	Date of Birth <b>2-22-49</b>	Home Address <b>2490 H Ct GORTH Co 81505</b>		Phone Number <b>260-1588</b>

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

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>CARY H DEAN</b>	Title <b>Pres</b>
Signature 	Date <b>7-14-14</b>

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

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

Local Licensing Authority For <b>Town of Parachute</b>	Date <b>August 14, 2014</b>
Signature  	Title <b>Mayor</b>
Attest  	

**LIQUOR LICENSES HELD BY**  
**KEITH POCKROSS AND GARY DEAN**

Rocky Mountain C Stores  
Shell Food Mart  
200 County Road 215  
Parachute CO 81635  
**Account # 03-61425-0002**

Rocky Mountain C Stores, Inc  
Conoco Food Mart  
201 Columbine Court  
Parachute CO 81635  
**Account # 03-61425-0003**

Bottle Cap Liquors, LLC  
150 Columbine Court Suite A  
Parachute CO 81635  
**Account # 10-98797-0000**



## Town of Parachute

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222 Grand Valley Way Parachute, Colorado 81635  
Phone: 970.285.7630 Fax: 970-285-0292  
Mark King Public Works Director  
[mking@parachutecolorado.com](mailto:mking@parachutecolorado.com)

### MONTHLY REPORT FOR JULY 2014

Hello again-

It has been a very busy month.

The asphalt portion of the 2014 street maintenance has begun and we are anticipating completion before August 14; public works will continue over the next few months on additional roads in town to cut down on costs.

Additionally we have been working diligently on unexpected water leaks ensuring residents are taken care of in a timely manner.

Parachute parks are looking very well with thanks to our employees who have been working hard in the parks everyday making sure that all the sprinklers are working properly. The volunteer's at the cabin have called and complimented on the public works staff on what a great job they are doing and they think the parks are looking great.

Currently we have most of the meters installed and I have recently ordered more, we are anticipating all the meters installed and reading by the end of August.

We have several things in the packet so if you have any questions before the meeting I am available at 970-986-1821.

Respectfully submitted,



Mark King

# TOWN OF PARACHUTE

PO Box 100  
222 Grand Valley Way, Parachute, CO 81635



Telephone: (970) 285-7630  
Facsimile: (970) 285-9146

Community Development  
Derek Wingfield

July 2014

- Code Enforcement
  - 15 communications made;
    - Sidewalks
    - landscaping
  - Collins Property is being listed and bid for demolition
  - Complimented by Cookie on weed removal
  - 1 Summons is going to be issued on public nuisance
- Development
  - Grand Valley Days
    - BBQ Was successful
    - Learning experience
    - Planning for next year early
    - Great Feedback
    - Thanks to Chief for coordinating with outside agencies for traffic assistance.
    - Thanks to Public Works
      - Bud Walker, Was everywhere fixing and assisting!!
  - Building
    - 4 permits are pending



Derek Wingfield  
Community Development



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

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

## STAFF REPORT

**DATE:** August 14, 2014  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: APPROVAL OF RIGHT-OF-WAY (EASEMENT) CONTRACT BETWEEN THE TOWN OF PARACHUTE AND CAERUS PICEANSE LLC**

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### Background

In March 2000, the Town of Parachute entered into an agreement with Petroleum Development Corporation (PDC) for the consideration of \$2,400 to grant a right-of-way to "construct, maintain, inspect, operate, replace, modify and remove pipelines with fittings and appliances for the transportation of oil, gas, petroleum, products, water and any other substances, products and derivatives ... "

PDC's successor, Caerus Piceance LLC has submitted a nearly identical agreement offering to pay the Town \$3.00 per foot for a 1,400 pipeline in the same right-of-way.

### Staff Analysis

Staff analyzed this proposal and determined that the proposed pipeline lays adjacent to the existing pipeline installed in 2000. There will be no adverse impact on development that the existing pipeline did not already create.

### Attorney Review

The "Right-of-Way Grant" the Town made in 2000, provided that the Grantee, its successors and assigns, a right-of-way to "construct, maintain, inspect, operate, replace, modify and remove pipelines with fittings and appliances" for the transportation of gas and petroleum products. As I understand it, the new "Right-of-Way Grant" covers the identical area. In my legal opinion, Caerus Piceance L.L.C. does not really need an additional easement or "right-of-way grant" in order to construct an additional pipeline within the right-of-way area. The 2000 grant permitted the company to construct and

maintain more than one pipeline. I would also note that in 2000 the Town apparently received \$2,400 for this right-of-way grant. Therefore, I believe that it would be difficult to demand that the company pay additional funds to the Town for a right the company already has pursuant to the 2000 instrument.

In addition, although oil and gas companies frequently use the words "right-of-way" for this kind of instrument, I do not like the term because the term implies fee simple ownership. For example, when a right-of-way for a street is dedicated to the Town of Parachute, the Town owns full title to that street right-of-way. I would prefer that the new agreement provide for a "perpetual non-exclusive easement" in lieu of the phrase "right-of-way" throughout the instrument.

In all other respects, the instrument appears satisfactory as to legal form.

### **Recommendations**

The Board was polled via e-mail and direct conversation to allow Caerus to move ahead with their project. The Board approved allowing Caerus to move ahead with their project.

The contract would be ratified during the Board's next regular meeting. Staff recommends that the Board approve the right-of-way contract with Caerus.

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

**RIGHT OF WAY GRANT**

THIS AGREEMENT, made the 17<sup>th</sup> day of July, 2014, by the TOWN OF PARACHUTE, hereinafter referred to as Grantor, and Caerus Piceance LLC, hereinafter referred to as Grantee.

WITNESSETH, That for and in consideration of \$ 4,200.00, paid to Grantor, the receipt of which is acknowledged, Grantor does hereby grant unto Grantee, it's successors and assigns, the right-of-way to construct, maintain, inspect, operate, replace, modify and remove pipelines with fittings and appliances for the transportation of oil, gas, petroleum products, water and any other substances, products and derivatives of the foregoing upon and over the following described land to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF:

Together with the right of ingress and egress to and from said right-of-way; together with the right and privilege of using said lands for the purpose of transporting pipe, material, machinery and equipment to and from other lands in and about the construction, maintenance, operation, replacement and removal of the pipeline to be constructed hereunder; together with the right at any time to replace said pipelines in and along the properties as described in Exhibit "A" attached hereto, and together with the right to install, maintain, and replace on said pipeline any devices necessary for the proper functioning and operation of the same.

The Grantor, it's heirs and assigns, shall use and enjoy said lands except for purposes herein granted to Grantee which hereby agrees to pay for any damages to crops or fences arising from the construction, maintenance, operation, replacement and removal of said pipeline, If such payments for damages are not agreed upon then the same shall be ascertained and determined by three disinterested persons, one appointed by Grantor, it's heirs or assigns, one appointed and the award of such three persons shall be final and conclusive.

IN WITNESS WHEREOF, the parties have executed this Right of Way Grant on the date first written above.

TOWN OF PARACHUTE

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

ATTEST: \_\_\_\_\_

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF GARFIELD                )

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared \_\_\_\_\_ as Town Manager of Parachute, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand official seal the day and year last above written.

Notary: \_\_\_\_\_  
Address: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

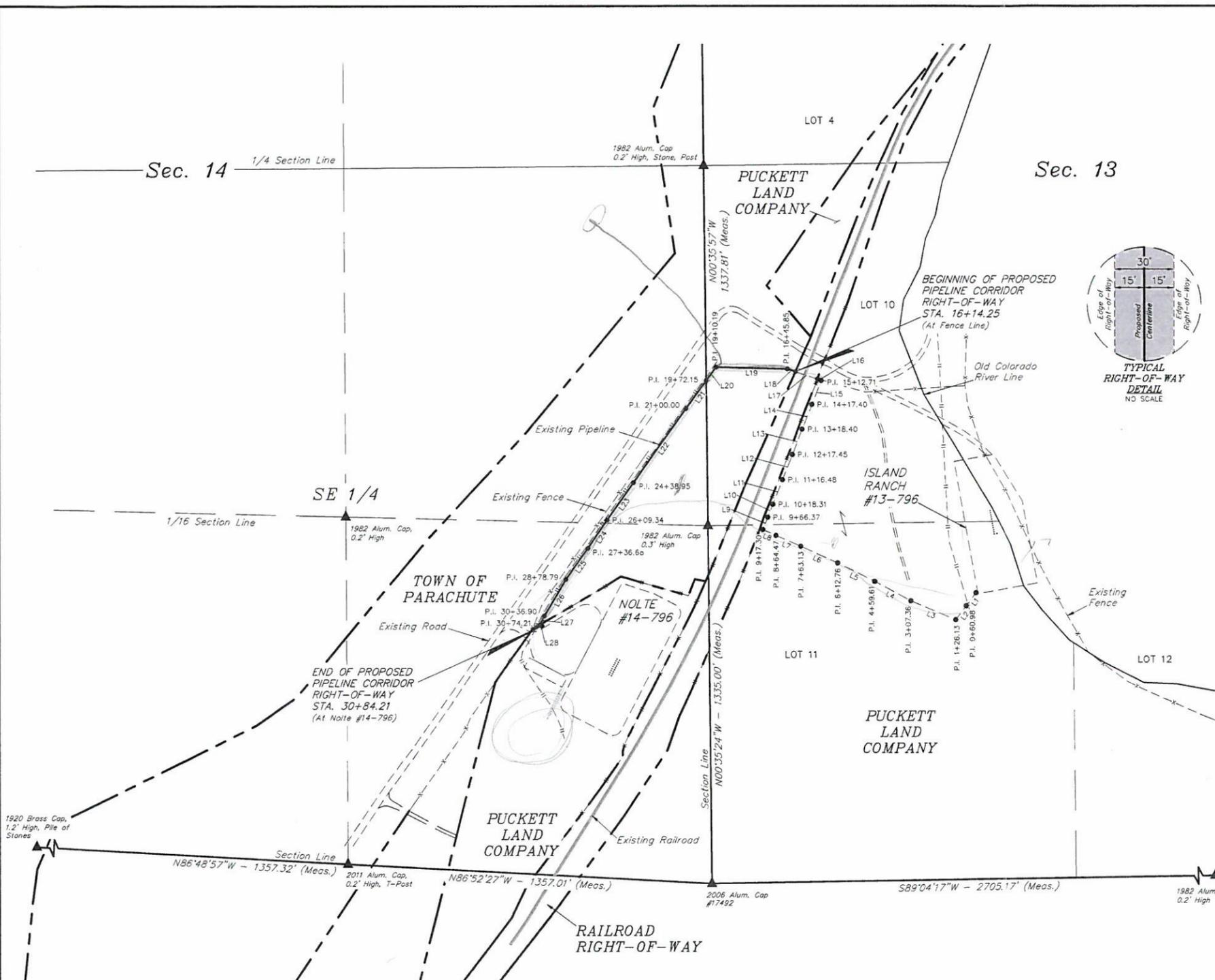
Exhibit 'A'

Attached to that certain right of way grant dated July 17, 2014, by and between the town of parachute, grantor, and Caerus Piceance LLC, Grantee.

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

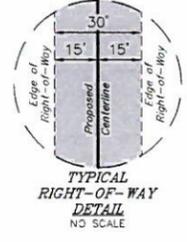
BEGINNING AT A POINT IN LOT 10 OF SECTION 13, T7S, R96W, 6<sup>TH</sup> P.M., WHICH BEARS N29°33'22"E 658.63' FROM THE SOUTHWEST CORNER OF LOT 10 OF SAID SECTION 13, THENCE N71°18'13"W 31.60'; THENCE N88°31'05"W 264.34'; THENCE N35°55'03"W 61.95'; TO A POINT ON THE WEST LINE OF LOT 10 OF SAID SECTION 13 WHICH BEARS N00°35'57"W 539.74' FROM THE SOUTHWEST CORNER OF LOT 10 OF SAID SECTION 13, THENCE S35°55'03"W 127.86'; THENCE S35°33'05"W 338.95'; THENCE S35°14'24"W 170.39'; THENCE S34°32'23"E 127.34'; THENCE S35°24'43"W 142.12'; THENCE S30°39'18"W 158.10'; THENCE S27°18'59"W 37.71'; THENCE S62°41'01"E 10.00' TO A POINT IN THE SE ¼ SE ¼ OF SAID SECTION 14 T7S, R96W, 6<sup>TH</sup> P.M., WHICH BEARS N33°21'39"E 1151.42' FROM THE SOUTHEAST CORNER OF SAID SECTION 14. THE SAID LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S OBSERVATION. CONTAINS 1.012 ACRES MORE OR LESS.

**Caerus Oil & Gas LLC**  
**PIPELINE CORRIDOR**  
**RIGHT-OF-WAY ON FEE LANDS**  
 (FOR NOLTE #14-796 AND ISLAND RANCH #13-796)  
 LOCATED IN  
 SECTIONS 13 & 14, T7S, R96W, 6th P.M.,  
 GARFIELD COUNTY, COLORADO  
 BASIS OF BEARINGS  
 BASIS OF BEARINGS IS A G.P.S. OBSERVATION



Sec. 13

Sec. 14 1/4 Section Line

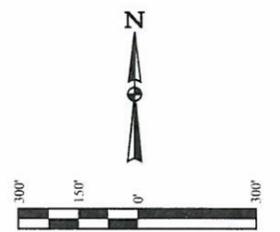


**PIPELINE CORRIDOR RIGHT-OF-WAY DESCRIPTION ON TOWN OF PARACHUTE**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN LOT 10 OF SECTION 13, T7S, R96W, 6th P.M., WHICH BEARS N29°33'22"E 658.63' FROM THE SOUTHWEST CORNER OF LOT 10 OF SAID SECTION 13, THENCE N71°18'13"W 31.60'; THENCE N88°31'05"W 264.34'; THENCE N35°55'03"W 61.95'; TO A POINT ON THE WEST LINE OF LOT 10 OF SAID SECTION 13 WHICH BEARS N00°35'57"W 539.74' FROM THE SOUTHWEST CORNER OF LOT 10 OF SAID SECTION 13, THENCE S35°55'03"W 127.86'; THENCE S35°33'05"W 338.95'; THENCE S35°14'24"W 170.39'; THENCE S34°32'23"E 127.34'; THENCE S35°24'43"W 142.12'; THENCE S30°39'18"W 158.10'; THENCE S27°18'59"W 37.71'; THENCE S62°41'01"E 10.00' TO A POINT IN THE SE 1/4 SE 1/4 OF SAID SECTION 14 T7S, R96W, 6th P.M., WHICH BEARS N33°21'39"E 1151.42' FROM THE SOUTHWEST CORNER OF SAID SECTION 14, THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.012 ACRES MORE OR LESS.

LINE TABLE		LINE TABLE		LINE TABLE	
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S37°16'38"W	60.98'	L11	N21°23'58"E	98.17'
L2	S37°19'01"W	65.15'	L12	N21°27'01"E	100.97'
L3	N67°10'53"W	181.23'	L13	N21°26'23"E	100.95'
L4	N61°34'30"W	152.25'	L14	N21°28'59"E	99.00'
L5	N63°26'20"W	153.14'	L15	N21°23'49"E	95.31'
L6	N65°32'32"W	150.37'	L16	N88°29'31"W	14.08'
L7	N66°27'57"W	101.35'	L17	N71°18'13"W	87.46'
L8	N65°36'34"W	52.83'	L18	N71°18'13"W	31.60'
L9	N21°24'17"E	49.07'	L19	N88°31'05"W	264.34'
L10	N21°30'53"E	51.94'	L20	S35°55'03"W	61.95'



BEGINNING OF CORRIDOR PIPELINE STA. 0+00 BEARS N42°08'21"E 1463.22' FROM THE SOUTHWEST CORNER OF SECTION 13, T7S, R96W, 6th P.M.

P.O.F.L. 15+26.79 BEARS N36°48'24"E 680.55' FROM THE SOUTHWEST CORNER OF LOT 10 OF SECTION 13, T7S, R96W, 6th P.M.

P.O.F.L. 16+14.25 BEARS N29°33'22"E 658.63' FROM THE SOUTHWEST CORNER OF LOT 10 OF SECTION 13, T7S, R96W, 6th P.M.

P.O.S.L. 19+72.14 BEARS N00°35'57"W 539.74' FROM THE SOUTHWEST CORNER OF LOT 10 OF SECTION 13, T7S, R96W, 6th P.M.

P.O.F.L. 30+74.21 BEARS S59°35'58"E 728.48' FROM THE NORTHEAST CORNER OF SE 1/4 OF THE SE 1/4 OF SECTION 14, T7S, R96W, 6th P.M.

END OF PIPELINE CORRIDOR STA. 30+84.21 BEARS N33°21'39"E 1151.42' FROM THE SOUTHWEST CORNER OF SECTION 14, T7S, R96W, 6th P.M.

RIGHT-OF-WAY LENGTHS			
PROPERTY OWNER	FEET	ACRES	RODS
PUCKETT LAND COMPANY	1,526.79	1.052	95.533
RAILROAD RIGHT-OF-WAY	87.46	0.060	5.30
TOWN OF PARACHUTE	1,469.96	1.012	89.088
<b>TOTAL</b>	<b>3,084.21</b>	<b>2.124</b>	<b>186.921</b>

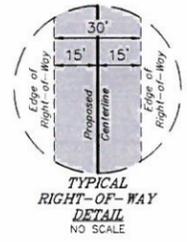
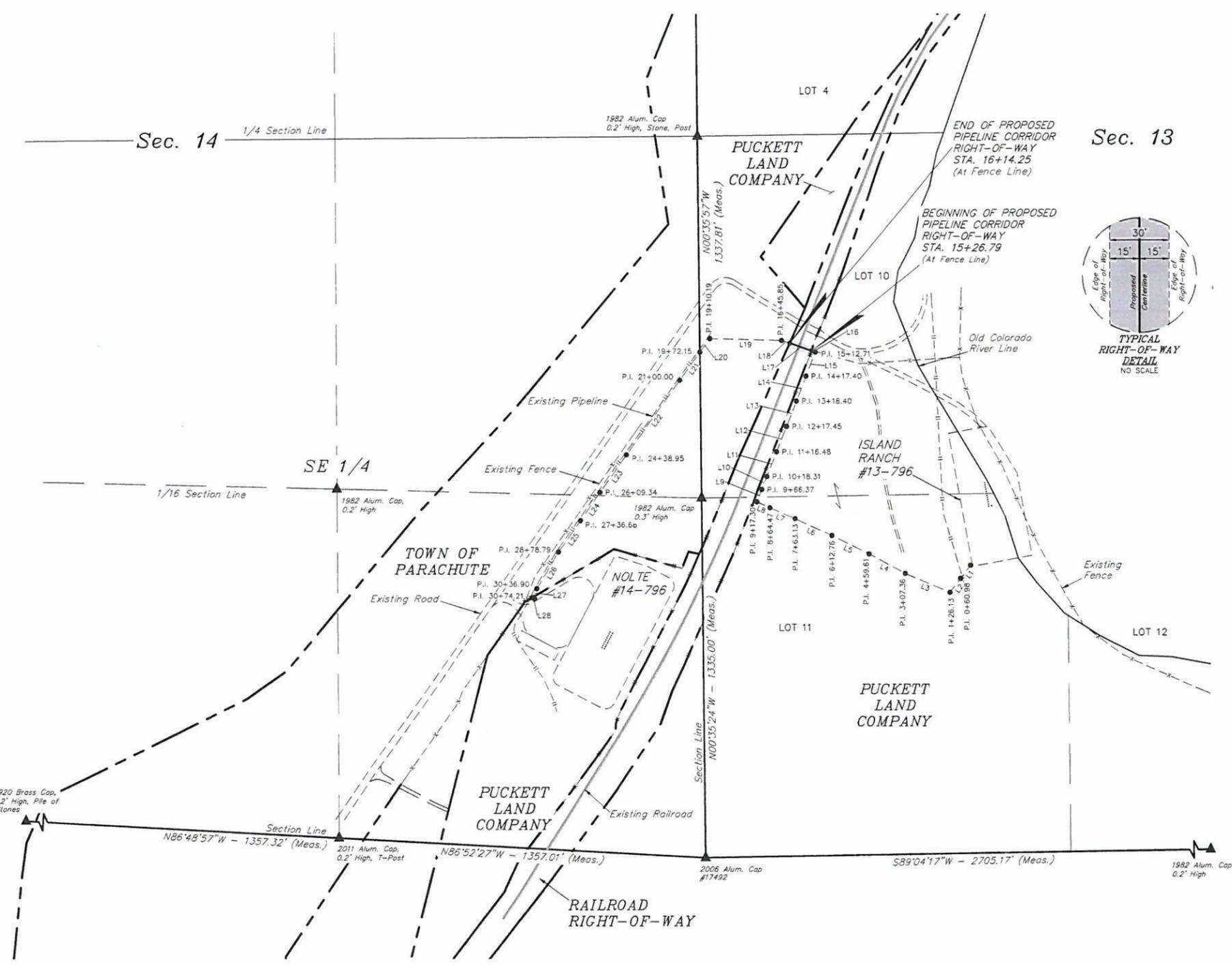
NOTE: PROPERTY LINES SHOWN HAVE BEEN RE-ESTABLISHED FROM COUNTY RECORDS AND HAVE NOT BEEN SURVEYED BY UELLS ENGINEERING AND LAND SURVEYING. UELLS DOES NOT WARRANT PROPERTY PARCEL DATA OR ANY ASSOCIATED INFORMATION. A PROPERTY SURVEY IS REQUIRED TO DETERMINE THE ACTUAL LOCATION OF PROPERTY LINES AND SHOW ACCURATE DISTANCES ACROSS PARCELS.

**CERTIFICATE**

THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR  
 REGISTRATION NUMBER 60217-4  
 STATE OF COLORADO

**Caerus Oil & Gas LLC**  
**PIPELINE CORRIDOR**  
**RIGHT-OF-WAY ON FEE LANDS**  
 (FOR NOLTE #14-796 AND ISLAND RANCH #13-796)  
 LOCATED IN SECTIONS 13 & 14, T7S, R96W, 6th P.M., GARFIELD COUNTY, COLORADO  
 BASIS OF BEARINGS  
 BASIS OF BEARINGS IS A G.P.S. OBSERVATION



**PIPELINE CORRIDOR RIGHT-OF-WAY DESCRIPTION ON RAILROAD RIGHT-OF-WAY**

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN LOT 10 OF SECTION 13, T7S, R96W, 6th P.M., WHICH BEARS N36°48'24"E 680.55' FROM THE SOUTHWEST CORNER OF LOT 10 OF SAID SECTION 13, THENCE N71°18'13"W 87.46' TO A POINT IN LOT 10 OF SAID SECTION 13, WHICH BEARS N29°33'22"E 658.63' FROM THE SOUTHWEST CORNER OF LOT 10 OF SAID SECTION 13. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 0.060 ACRES MORE OR LESS.

LINE TABLE			LINE TABLE			LINE TABLE		
LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH	LINE	DIRECTION	LENGTH
L1	S37°16'38"W	60.98'	L11	N21°23'56"E	98.17'	L21	S35°55'03"W	127.86'
L2	S37°19'01"W	65.15'	L12	N21°27'01"E	100.87'	L22	S35°33'05"W	338.95'
L3	N67°10'53"W	181.23'	L13	N21°26'23"E	100.95'	L23	S35°14'24"W	170.39'
L4	N61°34'30"W	152.25'	L14	N21°28'59"E	99.00'	L24	S34°32'23"W	127.34'
L5	N63°26'20"W	153.14'	L15	N21°23'48"E	95.31'	L25	S35°24'43"W	142.12'
L6	N65°32'32"W	150.37'	L16	N68°29'31"W	14.08'	L26	S30°39'18"W	158.10'
L7	N66°27'57"W	101.35'	L17	N71°18'13"W	87.46'	L27	S27°18'59"W	37.31'
L8	N65°36'34"W	52.83'	L18	N71°18'13"W	31.60'	L28	S62°41'01"E	10.00'
L9	N21°24'17"E	49.07'	L19	N88°31'05"W	264.34'			
L10	N21°30'53"E	51.84'	L20	S35°55'03"W	61.95'			

BEGINNING OF CORRIDOR PIPELINE STA. 0+00 BEARS N42°08'21"E 1463.22' FROM THE SOUTHWEST CORNER OF SECTION 13, T7S, R96W, 6th P.M.

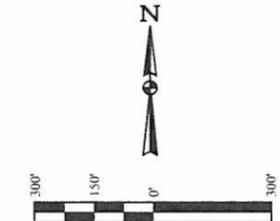
P.O.F.L. 15+26.79 BEARS N36°48'24"E 680.55' FROM THE SOUTHWEST CORNER OF LOT 10 OF SECTION 13, T7S, R96W, 6th P.M.

P.O.F.L. 16+14.25 BEARS N29°33'22"E 658.63' FROM THE SOUTHWEST CORNER OF LOT 10 OF SECTION 13, T7S, R96W, 6th P.M.

P.O.S.L. 19+72.14 BEARS N00°35'57"W 539.74' FROM THE SOUTHWEST CORNER OF LOT 10 OF SECTION 13, T7S, R96W, 6th P.M.

P.O.F.L. 30+74.21 BEARS S59°35'56"E 728.48' FROM THE NORTHEAST CORNER OF SE 1/4 OF THE SE 1/4 OF SECTION 14, T7S, R96W, 6th P.M.

END OF PIPELINE CORRIDOR STA. 30+84.21 BEARS N33°21'39"W 1151.42' FROM THE SOUTHWEST CORNER OF SECTION 14, T7S, R96W, 6th P.M.



**RIGHT-OF-WAY LENGTHS**

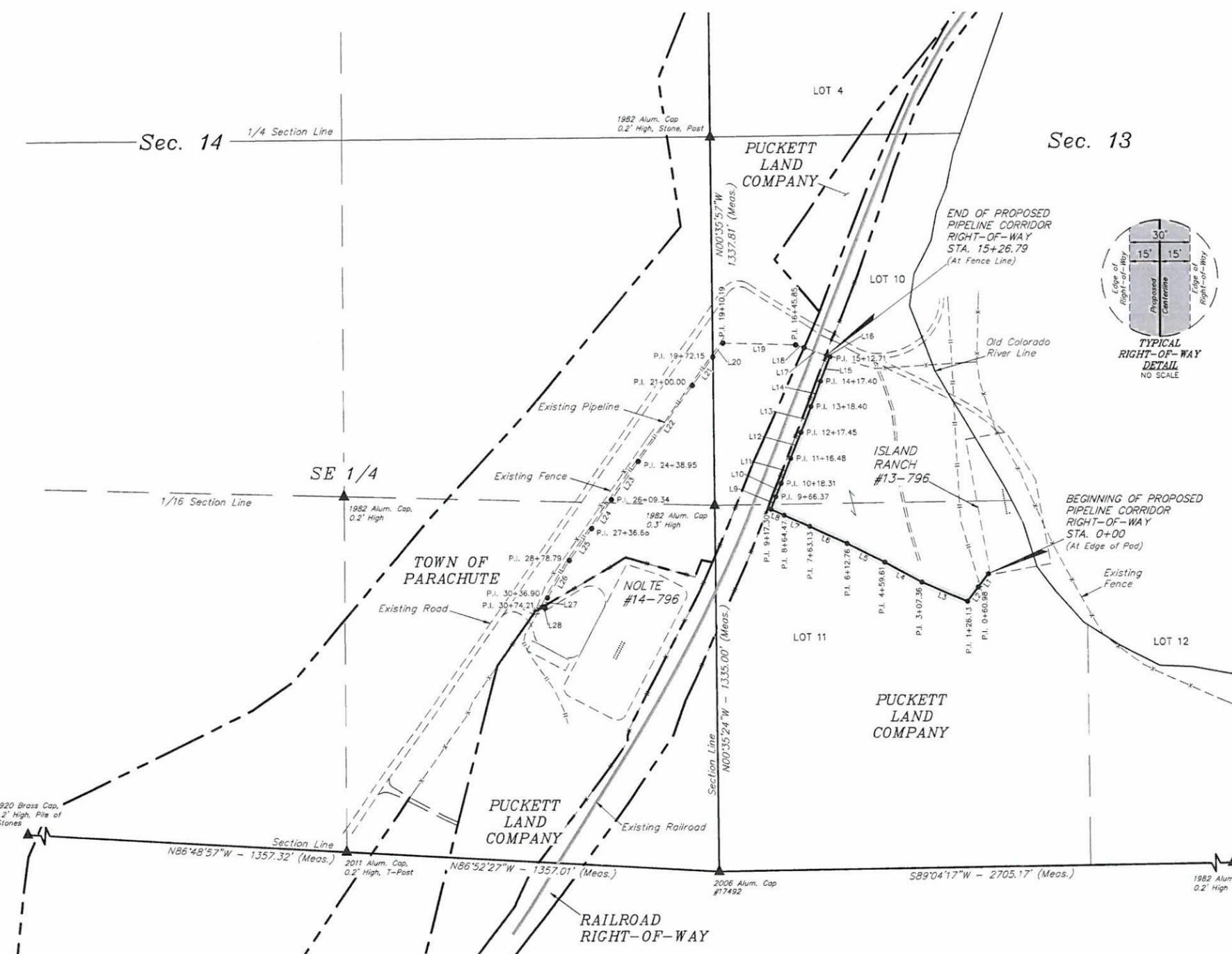
PROPERTY OWNER	FEET	ACRES	RODS
PUCKETT LAND COMPANY	1,526.79	1.052	95.533
RAILROAD RIGHT-OF-WAY	87.46	0.060	5.30
TOWN OF PARACHUTE	1,469.96	1.012	89.088
<b>TOTAL</b>	<b>3,084.21</b>	<b>2.124</b>	<b>186.921</b>

NOTE: PROPERTY LINES SHOWN HAVE BEEN RE-ESTABLISHED FROM COUNTY RECORDS AND HAVE NOT BEEN SURVEYED BY UTAH ENGINEERING AND LAND SURVEYING. UELS DOES NOT WARRANT PROPERTY PARCEL DATA OR ANY ASSOCIATED INFORMATION. A PROPERTY SURVEY IS REQUIRED TO DETERMINE THE ACTUAL LOCATION OF PROPERTY LINES AND SHOW ACCURATE DISTANCES ACROSS PARCELS.

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 THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM THE NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR  
 REGISTRATION NUMBER 10000  
 STATE OF COLORADO

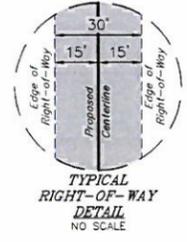
Caerus Oil & Gas LLC  
**PIPELINE CORRIDOR  
 RIGHT-OF-WAY ON FEE LANDS**  
 (FOR NOLTE #14-796 AND  
 ISLAND RANCH #13-796)  
 LOCATED IN  
 SECTIONS 13 & 14, T7S, R96W, 6th P.M.  
 GARFIELD COUNTY, COLORADO  
 BASIS OF BEARINGS  
 BASIS OF BEARINGS IS A G.P.S. OBSERVATION



PIPELINE CORRIDOR RIGHT-OF-WAY DESCRIPTION ON  
 PUCKETT LAND COMPANY

A 30' WIDE RIGHT-OF-WAY 15' ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

BEGINNING AT A POINT IN LOT 11 OF SECTION 13, T7S, R96W, 6th P.M., WHICH BEARS N42°08'21"E 1463.32' FROM THE SOUTHWEST CORNER OF SAID SECTION 13, THENCE S37°16'38"W 60.98'; THENCE S37°19'01"W 65.15'; THENCE N67°10'53"W 181.23'; THENCE N61°34'30"W 152.25'; THENCE N63°26'20"W 153.14'; THENCE N65°32'32"W 150.37'; THENCE N66°27'57"W 101.35'; THENCE N65°36'34"W 52.83'; THENCE N21°24'17"E 49.07'; THENCE N21°30'53"E 51.94'; THENCE N21°23'58"E 98.17'; THENCE N21°27'01"E 100.97'; THENCE N21°26'23"E 100.95'; THENCE N21°28'59"E 99.00'; THENCE N21°23'49"E 95.31'; THENCE N68°29'31"W 14.08'; TO A POINT IN LOT 10 OF SAID SECTION 13, WHICH BEARS N36°48'24"E 680.55' FROM THE SOUTHWEST CORNER OF LOT 10 OF SAID SECTION 13. THE SIDE LINES OF SAID DESCRIBED RIGHT-OF-WAY BEING SHORTENED OR ELONGATED TO MEET THE GRANTOR'S PROPERTY LINES. BASIS OF BEARINGS IS A G.P.S. OBSERVATION. CONTAINS 1.052 ACRES MORE OR LESS.



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L1	S37°16'38"W	60.98'	L11	N21°23'58"E	98.17'	L21	S35°55'03"W	127.86'
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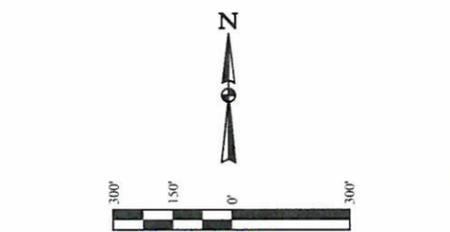
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P.O.F.L. 30+74.21 BEARS S59°35'58"E 728.48' FROM THE NORTHEAST CORNER OF SE 1/4 OF THE SE 1/4 OF SECTION 14, T7S, R96W, 6th P.M.

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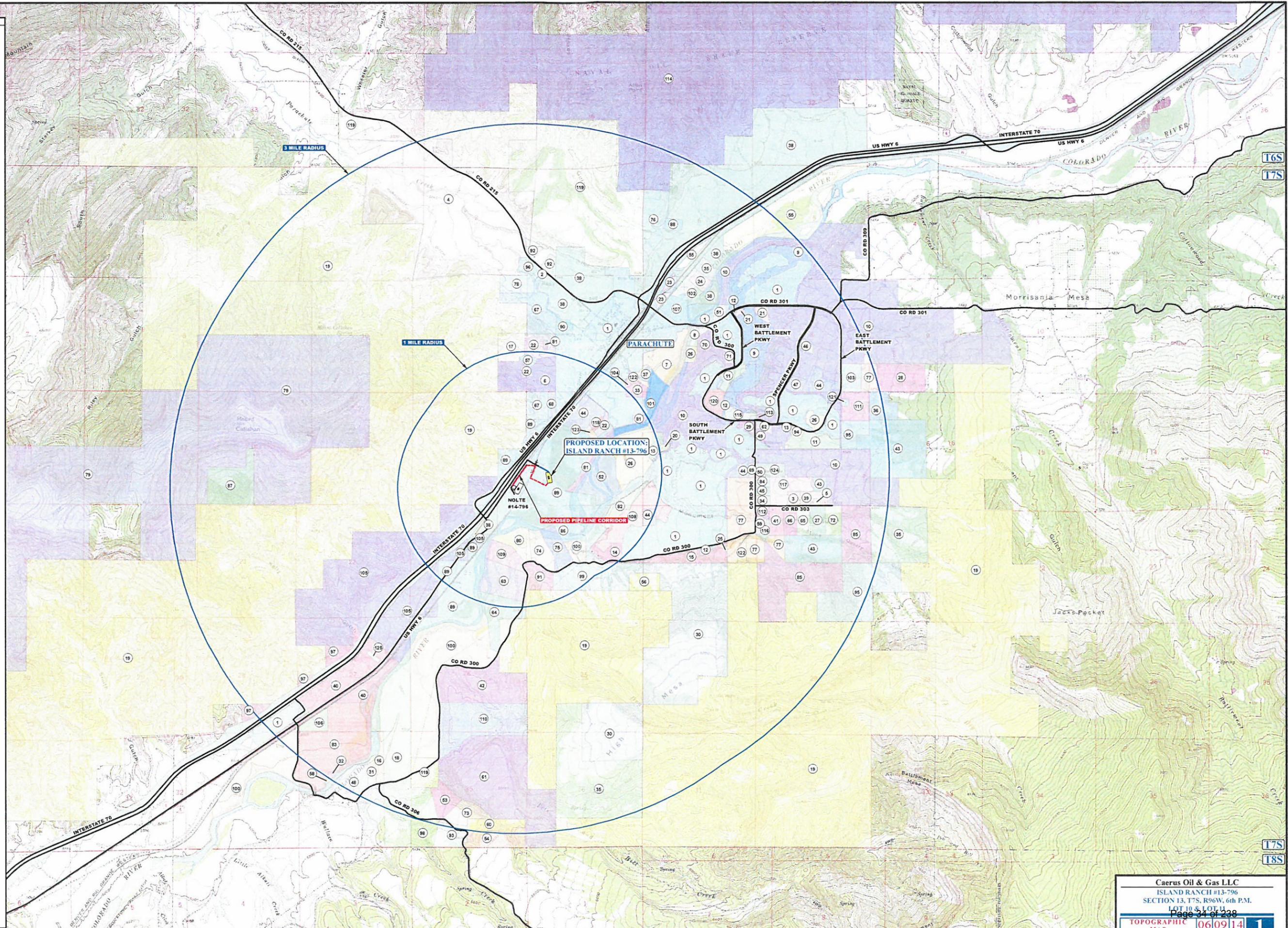
RIGHT-OF-WAY LENGTHS			
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PUCKETT LAND COMPANY	1,526.79	1.052	95.533
RAILROAD RIGHT-OF-WAY	87.46	0.060	5.30
TOWN OF PARACHUTE	1,469.96	1.012	89.088
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CERTIFICATE  
 THIS IS TO CERTIFY THAT THE ABOVE PLAT WAS PREPARED FROM FIELD NOTES OF ACTUAL SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND THAT THE SAME ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*[Signature]*  
 REGISTERED LAND SURVEYOR  
 REGISTRATION NO. 1252  
 STATE OF COLORADO 09/14/14

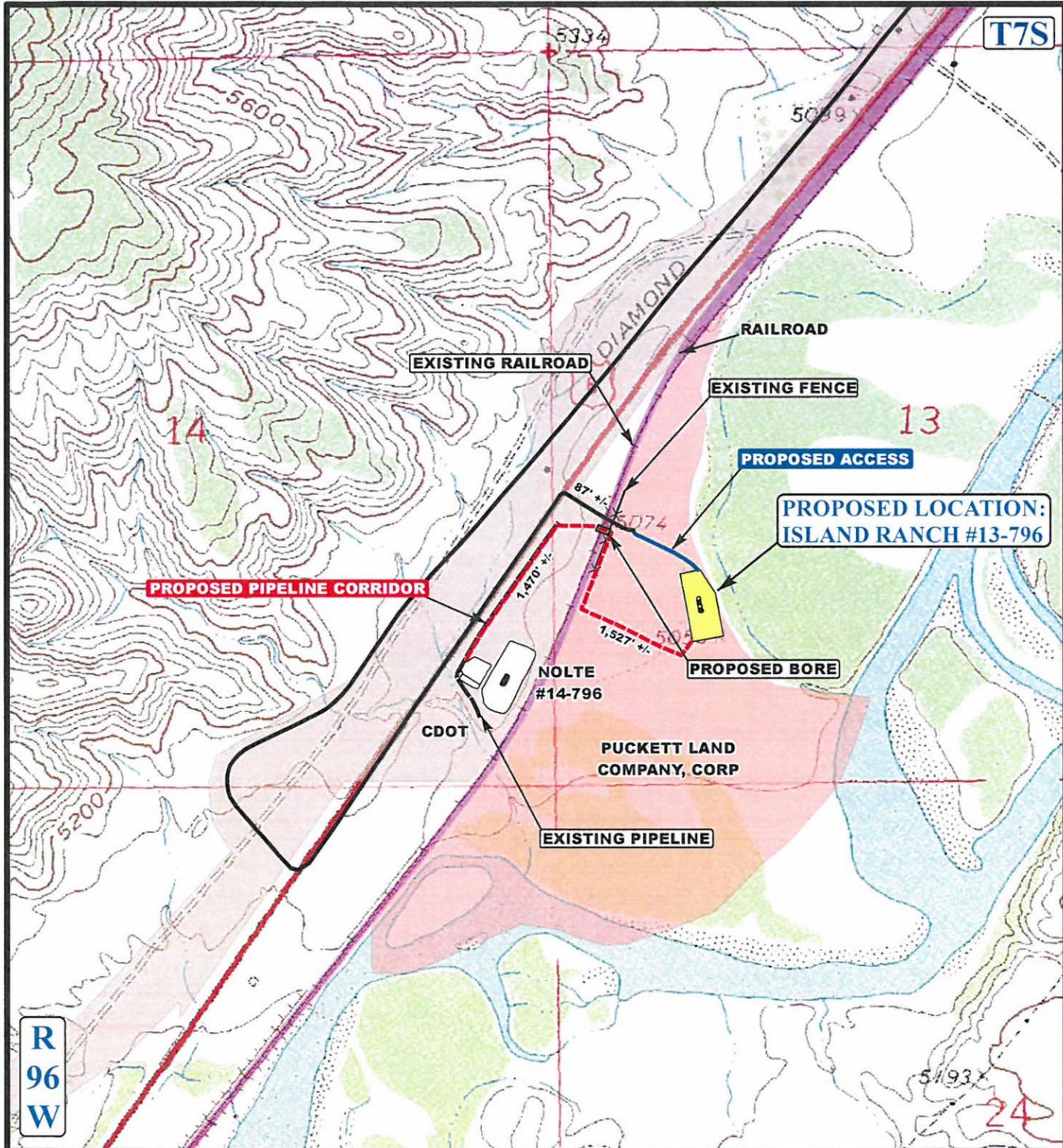
OWNER NUMBER	NAME
0	MULTIPLE LANDOWNERS*
1	ALDERSEA, GERHARDT W & SANDRA K
2	ALLRED, BARBARA LOU & DONALD MAX
3	AMERICAN SODA, LLP
4	ANDERSON, ARVILL T.
5	ARLENE D BUSH
6	B & V DEVELOPERS LLC
7	BAKER, ED B & SALLY A.
8	BATTLEMENT MESA GOLF COURSE LLC
9	BATTLEMENT MESA LAND INVESTMENTS
10	BATTLEMENT MESA LAND INVESTMENTS PAR.
11	BATTLEMENT MESA LAND INVESTMENTS, LLC
12	BATTLEMENT MESA PARTNERS
13	BATTLEMENT MESA RV PARK, LLC
14	BATTLEMENT MESA SERVICE ASSOC
15	BERRY, MARTHA R &
16	BORUCH, ROBERT R & PAMELA L.
17	BOSELY SPRING CREEK RANCH LLC
18	BUREAU OF LAND MANAGEMENT
19	BURKE, JACQUELINE RUTH
20	BURNING ROCK BZLZ LLC
21	BUSH, ARLENE D.
22	CALLAHAN COMMERCIAL PARK LLC
23	CHEVRON USA INC
24	CONSIST OF COLORADO, INC
25	CONSOLIDATED METROPOLITAN DISTRICT
26	COOK, GERALD
27	COULTERS ROCKET, LLC
28	DARTER LLC
29	DAYBREAK REALTY LLC
30	DEKAM, ERIC & JENIFFER
31	DEKAM, JIM
32	DIMITRIUS, RALLI TRUSTEE OF
33	DOMINGUEZ, WILLIAM P & STEPHANE
34	ENCANA OIL & GAS (USA) INC.
35	ENYART, JACK & ROBERT
36	ERTL, JANN
37	EXXON MOBIL CORPORATION
38	FOSTER, MICHELLE L.
39	FRACTIONAL SERVICES LLC
40	GARDNER, MARK E & DANIEL R.
41	GARDNER, ROBERT E
42	GARDNER, SHARON I.
43	GARFIELD COUNTY SCHOOL DISTRICT 16
44	GIBSON, ROBBY & ELLEN
45	GRACE BIBLE CHURCH OF PARACHUTE
46	GRAND RIVER HOSPITAL DISTRICT
47	GRAND RIVER RANCHES LLC
48	GRAND VALLEY FIRE PROTECTION DISTRICT
49	GRAND VALLEY HISTORICAL SOCIETY
50	GRAND VALLEY, TOWN OF
51	GREEN HILL INVESTMENTS 1 LLC
52	GRUNSKA, GERALD R & GERALD P. &
53	HELEY, WILLIAM & SANDY A
54	HICKS, BARRY J.
55	HIGH MESA PARTNERS, LLC
56	HORNICK, CHARLES G & SUSAN J
57	HUNTER, TERRY G & CHRISTIE J
58	JAMSEN, DAVID N & LISA K
59	JONES, LINDA
60	KLEBOLD, LARRY A & KAREN K
61	KUM & GO L.C.
62	LANTZ, RANDALL S & PAMELA A
63	LEDEZMA, MARIANO S & SUSAN M
64	LEJALLEN, KEVIN S & TAMMY A.
65	LEJALLEN, STEVEN C
66	LINDAUER, N O E & BETTY J
67	LINDAUER, SIDNEY R., TRUSTEE OF SIDNEY
68	LOFTIN, GARY P & LINDA A
69	LYONS, JOHN FAMILY PARTNERSHIP LP
70	LYONS, JOHN M & JODY J
71	MARTIN, MARL M & PATRICIA L
72	MCNEL, FRANK W & YONEKO
73	METCALF, CARL M II
74	METCALF, LORI
75	MOBIL OIL CORP.
76	MONUMENT RIDGE, LLC
77	ORONA, SARA H DEL & HOWARD
78	OSY USA WITH LP
79	PALLMER, MICHAEL HENRY
80	PARACHUTE, TOWN OF
81	PARACHUTE BATTLEMENT MESA PARK AND
82	PATTERSON, WILLIAM R &
83	PATTON, SCOTT & LAURALEE C
84	PAYTON, ALBERTA & WAYNE
85	PIONEER GLEN HOMEOWNERS ASSOC
86	PRAETHER, NED H & DOLLE L.
87	PUBLIC SERVICE COMPANY OF COLORADO
88	PUCKETT LAND COMPANY
89	RADER, HAYDEN
90	RADIO, JAMES JR
91	RED POINT LLC
92	REICHARDSON, PATRICIA L
93	ROCKY MOUNTAIN DISTRICT COUNCIL OF THE
94	SAVAGE, JOAN L, JOHN W, ROY E
95	SIDNEY AND RUTH LINDAUER, THE
96	SMALLWOOD, JANET A., WRIGHT, JOAN E. &
97	SNOW, CATHY M & RALPH G
98	SPEAKMAN, JAMES EUGENE & MONIQUE TERESA
99	SPECIALTY RESTAURANTS CORPORATION
100	STATE OF COLORADO
101	STELLAR GAS COMPANY
102	STERBERGER, EDWARD A REVOCABLE TRUST
103	STORETALL LLC
104	STRAIT BOTTOM RANCH LLP
105	STRONG, GEORGE P & LESLIE J
106	T & T AND ASSOC. LTD.
107	TAMARISK VILLAGES PAOS, LLC
108	TAYLOR, ROBERT T & LAURA T
109	THROM, DONALD R
110	TONDER, DAVID R & MARY ANN
111	TRAN, BRIAN S
112	U.S. WEST COMMUNICATIONS, INC.
113	U.S. NAVAL OIL SHALE RESERVE
114	VALLEY VIEW VLLAGE
115	WASSERMAN, DAVID
116	WATSON RANCHES, LTD
117	WEBER, JOHN P & MARGARET P.
118	WILLIAMS PRODUCTION RMT COMPANY
119	WILLOW RIDGE AT BATTLEMENT LLC
120	WINTER, ALVIN R & GLADY S A.
121	WISSLER, W. EDWARD & WANDA J., AS TRUSTEES
122	WOODHOUSE, FREDRICK D. & CHRISTINE L.
123	YATER, ALEX N & BRENDA S.
124	ZIEGLER, SCOTT



NOTE: AREAS WITH MULTIPLE PARCELS WERE GROUPED TOGETHER. (SEE GARFIELD COUNTY FOR MORE DETAILED VERTICALS)

Caerus Oil & Gas LLC  
 ISLAND RANCH #13-796  
 SECTION 13, T7S, R96W, 6th P.M.  
 LOT 10 S, LOT 14 W  
 Page 34 of 238

TOPOGRAPHIC MAP  
 06 09 14  
 MONTH DAY YEAR  
 SCALE 1"=200' DRAWN BY JAM TREVISO 06-04-14  
 EXHIBIT 1



APPROXIMATE TOTAL PIPELINE CORRIDOR DISTANCE = 3,084' +/-

- LEGEND:**
- EXISTING ROADS
  - - - PROPOSED ACCESS ROAD
  - - - PROPOSED PIPELINE CORRIDOR
  - - - EXISTING PIPELINE



Caerus Oil & Gas LLC

ISLAND RANCH #13-796  
SECTION 13, T7S, R96W, 6th P.M.  
LOT 10 & LOT 11



Uintah Engineering & Land Surveying  
85 South 200 East Vernal, Utah 84078  
(435) 789-1017 \* FAX (435) 789-1813

TOPOGRAPHIC  
MAP

06 04 14  
MONTH DAY YEAR

SCALE: 1"=1000' DRAWN BY: J.D.J. REVISED: 06-27-14



**TOWN OF PARACHUTE  
RESOLUTION NO. 2014-18**

---

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO APPROVING THE GRANT OF A RIGHT-OF-WAY (EASEMENT) TO CAERUS PICEANCE, LLC TO CONSTRUCT, MAINTAIN, INSPECT, OPERATE, REPLACE, MODIFY AND REMOVE PIPELINES WITH FITTINGS AND APPLIANCES FOR THE TRANSPORTATION OF OIL, GAS, PETROLEUM PRODUCTS, WATER AND ANY OTHER SUBSTANCES, PRODUCTS AND DERIVATIVES OF THE FOREGOING.**

WHEREAS, Caerus Piceance, LLC, a Colorado limited liability company, has requested that the Town of Parachute grant to it a right-of-way (easement) over and across certain real property owned by the Town of Parachute to construct, maintain, inspect, operate, replace, modify and remove pipelines with fittings and appliances for the transportation of oil, gas, petroleum products, water and any other substances, products and derivatives of the foregoing.

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

Section 1. The Board of Trustees hereby approves the right-of-way (easement) grant to Caerus Piceance, LLC, attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 2. The Mayor of the Town of Parachute is hereby authorized and directed to execute said right-of-way grant on behalf of the Town of Parachute, Colorado.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Parachute, Colorado, held on August 14, 2014.

**TOWN OF PARACHUTE, COLORADO**

By \_\_\_\_\_

Roy McClung, Mayor

ATTEST:

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



# 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:** August 14, 2014  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: EASEMENT AGREEMENT WITH XCEL ENERGY / PUBLIC SERVICE COMPANY FOR THREE-PHASE POWER LINE**

---

### Background

Xcel / Power Service Company plans to lay a power line along part of the southeastern boundary of Town of Parachute property that is close to the West Parachute Interchange of I-70.

### Staff Analysis

N/A

### Attorney Review

N/A

### Recommendations

Staff recommends approving agreement.

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



Right of Way & Permits

2538 Blichmann Avenue  
Grand Junction, CO 81505  
Telephone: 970.244.2624  
Facsimile: 970.244.2661  
Cell: 970.216.1128  
dennis.d.hansen@xcelenergy.com

August 8, 2014

Mr. Stuart S. McArthur  
Town Manager  
Town of Parachute  
P O Box 100  
Parachute, CO 81635

RE: Utility Easement.

Dear Mr. McArthur:

Per my phone message today, enclosed for your review, please find an original Public Service Company of Colorado Easement along with an attached easement description and easement sketch. As I mentioned, this easement will cover a 3 phase power line to the Nolte drill pad.

If everything meets the Town's approval, please have the easement executed as follows:

1. Have Roy McClung and Denise Chiaretta sign their names (as shown) in the spaces provided on the easement in the presence of a Notary Public;
2. Date the easement in the space provided;
3. Have the Notary complete the acknowledgment at the bottom of the easement;
4. Return the completed original easement form to me in the enclosed self-addressed, stamped envelope.

Within 10 days upon receiving the complete, executed easement back from you, Public Service Company of Colorado will send the Town of Parachute a check in the amount of \$500.00 for the easement consideration. If you should have any questions about this matter, please don't hesitate to call me at (970) 244-2624 or Tillmon McSchooler at (970) 244-2695. Thank you in advance for your cooperation in this matter.

Sincerely yours,

Dennis Hansen  
ROW Agent for PSCo

CC Tillmon McSchooler—PSCo Designer

Division: Western  
Easement Location: TBD Hwy 6  
Parachute, CO (Elec. Distr.)

ROW Agent: Dennis Hansen  
Description Author: Alec K. Thomas  
Author Address: 744 Horizon Ct.  
Suite 110, Grand Jct., CO 81506

Doc. No.: 195873 E  
Plat/Grid No.: SE/4SE/4-Sec.14-T7S-R96W  
W.O./J.O./CREG No.:

**PUBLIC SERVICE COMPANY OF COLORADO EASEMENT**

The undersigned Grantor hereby acknowledges receipt of good and valuable consideration from PUBLIC SERVICE COMPANY OF COLORADO (Company), 1800 Larimer Street, Denver, Colorado, 80202-1408, in consideration of which Grantor(s) hereby grants unto said Company, its successors and assigns, non-exclusive easement to construct, operate, maintain, repair, and replace utility lines and all fixtures and devices, used or useful in the operation of said lines, through, over, under, across, and along a course as said lines may be hereafter constructed in SE¼SE¼ of Section 14, Township 7 South, Range 96 West of the 6<sup>th</sup> Principal Meridian, County of Garfield, State of Colorado, the easement being described as follows:

**SEE EXHIBIT "A" FOR EASEMENT DESCRIPTION AND EXHIBIT "B" FOR EASEMENT SKETCH, BOTH ATTACHED HERETO AND MADE A PART HEREOF.**

The easement is ten feet (10') in width. The side boundary lines of the easement shall be lengthened and shortened as necessary to encompass a continuous strip of not less than the above width at all points on Grantor's property crossed by the above described easement and extending to the boundaries of adjacent properties.

Together with the right to enter upon said premises, to survey, construct, maintain, operate, repair, replace, control, and use said utility lines and related fixtures and devices, and to remove objects interfering therewith, including the trimming of trees and bushes, and together with the right to use so much of the adjoining premises of Grantor during surveying, construction, maintenance, repair, removal, or replacement of said utility lines and related fixtures and devices as may be required to permit the operation of standard utility construction or repair machinery. The Grantor reserves the right to use and occupy the easement for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the said Company's facilities therein or use thereof. Such reservations by the Grantor shall in no event include the right to erect or cause to be erected any buildings or structures upon the easement granted or to locate any mobile home or trailer units thereon. In case of the permanent abandonment of the easement, all right, privilege, and interest granted shall terminate.

The work of installing and maintaining said lines and fixtures shall be done with care; the surface along the easement shall be restored substantially to its original level and condition.

Signed this \_\_\_\_\_ day of August, 2014.

**GRANTOR:**

**TOWN OF PARACHUTE**

ATTEST:

By: \_\_\_\_\_  
Denise Chiaretta, as Town Clerk

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

STATE OF COLORADO        )  
  ) §  
COUNTY OF GARFIELD     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of August, 2014, by:  
Roy McClung, as Mayor and Denise Chiaretta, as Town Clerk for the Town of Parachute.

Witness my hand and official seal.

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

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

## EXHIBIT A

A ten foot (10') wide easement across a parcel recorded at Reception Number 529456 of Garfield County records, situated in the southeast quarter of the southeast quarter (SE1/4 SE1/4) of Section 14, Township 7 South, Range 96 West of the 6<sup>th</sup> Principal Meridian, County of Garfield, State of Colorado, said easement lying five feet (5') each side of the following described centerline:

Commencing at a 1" aluminum cap marked COLO DIV. HWY at the southwest corner of said parcel, whence a 2.5" G.L.O. brass cap at the south quarter corner (S1/4) of said Section 14 bears South 70°34'40" West, with all bearings herein relative thereto; Thence North 60°06'33" East along the south line of said parcel a distance of 8.17 feet to a point which is five feet (5') southeasterly of and normal to the south right-of-way line of State Highway 6 (NOV. 1980) also being the Point of Beginning of the centerline herein described;

Thence North 22°57'23" East parallel with said right-of-way a distance of 96.25 feet; Thence North 36°59'23" East parallel with said right-of-way a distance of 145.26 feet to the Point of Termination.

The sidelines of said easement shall be shortened or extended to close at all angle points and terminate at the intersecting property lines.

Containing (0.055 acres), more or less.

This description was prepared by:  
Alec K. Thomas  
Colorado P.L.S. 38274  
744 Horizon Court - #110  
Grand Junction, CO 81506



NOTICE: Any rewriting or retyping of this description must NOT include this preparation information. Lack of an original seal indicates this document is not the original.

# EXHIBIT B

STATE HIGHWAY 6  
RIGHT-OF-WAY

TOWN OF PARACHUTE  
RECEPTION NO. 529456

SE1/4 SE1/4 SECTION 14  
T.7S., R.96W., 6TH P.M.

P.O.T.

P.O.B.

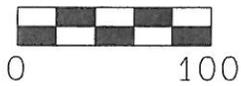
FOUND 1" Ø ALUMINUM CAP  
MARKED COLO. DIV. HWY

BASIS OF BEARINGS: S70° 34' 40"W

FOUND 2.5" Ø GLO BRASS CAP

S1/4 SECTION 14  
T.7S., R.96W., 6TH P.M.

1" = 100'



THIS EXHIBIT IS FOR THE PURPOSE OF GRAPHICALLY REPRESENTING A WRITTEN DESCRIPTION - IT DOES NOT REPRESENT A MONUMENTED BOUNDARY SURVEY



**RIVER CITY**  
CONSULTANTS

744 Horizon Court, Suite 110  
Grand Junction, Co. 81506  
Phone: 970.241.4722  
Fax: 970.241.8841

Drawn: AKT | Checked: KST | 8/4/2014 | Job No. 0026-816

S: \PROJECTS\0026 XCEL\816 Puckett\0026-816 town of parachute.dwg

**TOWN OF PARACHUTE  
RESOLUTION NO. 2014-21**

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**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, AUTHORIZING THE CONVEYANCE OF A TEN FOOT (10') WIDE PERPETUAL NON-EXCLUSIVE EASEMENT TO PUBLIC SERVICE COMPANY OF COLORADO FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, REPAIR, AND REPLACEMENT OF UTILITY LINES, FIXTURES AND DEVICES.**

WHEREAS, Public Service Company of Colorado, also known as Xcel Energy has requested the Town of Parachute to convey a ten foot (10') wide perpetual non-exclusive easement for the construction operation, maintenance, and replacement of utility lines and all fixtures and devices used or useful in the operation of said lines; and

WHEREAS, Public Service Company of Colorado has offered to pay the Town the sum of five hundred dollars (\$500.00) for said easement.

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

Section 1. That the Easement Deed attached hereto as Exhibit "A" and incorporated herein by this reference is hereby approved.

Section 2. The Mayor of the Town of Parachute is hereby authorized and directed to execute the attached Easement Deed on behalf of the Town of Parachute, Colorado.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Parachute, Colorado held on August 14, 2014.

**TOWN OF PARACHUTE, COLORADO**

ATTEST:

By

\_\_\_\_\_  
Roy McClung, Mayor

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



# 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:** August 14, 2011  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND BRUCE STOLBACH D/B/A CADFISH, LLC**

---

### **Background**

For several years, the Town of Parachute has had minimal activity relating to building permits and inspections. For that time, the Town has engaged Mr. John Yadloski as its building inspector.

### **Staff Analysis**

Lately, more complex issues have arisen that has required a greater knowledge of the international building code requirements. The Town has needed and sought out professional services for building code consulting.

The Town has received recommendations for individuals or firms that can serve as a consultant regarding building issues. Bruce Stolbach (Cadfish LLC) has come highly recommended.

### **Attorney Review**

N/A

### **Recommendations**

Staff recommends that the Board of Trustees approve the attached Agreement for Professional Services engaging Bruce Stolbach d/b/a Cadfish LLC as the Town's consultant regarding building issues.

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

**AGREEMENT FOR PROFESSIONAL SERVICES  
BRUCE STOLBACH d/b/a CADFISH, LLC**

This AGREEMENT FOR PROFESSIONAL SERVICES is made this 14<sup>th</sup> day of August, 2014, between the TOWN OF PARACHUTE, a municipality under the laws of the State of Colorado ("Town"), and Bruce Stolbach d/b/a/ Cadfish LLC ("Contractor").

WHEREAS, the Town desires that Contractor perform the services of Contract Building Inspector as an independent contractor, in accordance with the provisions of this Agreement; and

WHEREAS, Contractor represents that it has the special expertise and background necessary and desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

WITNESSETH:

In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Scope of Agreement. Contractor agrees to provide the Town with the following specific professional services:

A. Administration of Title 18 of the Municipal Code, including, but not limited to:

(1) Review of building permit applications and plans under applicable building codes; and

(2) Performing on-site inspections of ongoing construction.

B. Such other duties as the Town Manager or Planning Director assign from time to time.

C. The Consultant agrees to furnish the best skill and judgment and to cooperate with Town Staff in furthering the interests of the Owner. Specifically, and without limitation, the Consultant agrees to provide copies of any and all building permit applications to the Town Planner for zoning review prior to issuance of building permits.

2. Consideration. The Town agrees to compensate the Contractor for services under this Agreement at the rate of \$65.00 per hour.

3. Term and Renewal. This Agreement shall be effective as of the date of its execution by both parties and shall extend, subject to annual appropriation, until the Agreement is terminated pursuant to paragraph 10 of this Agreement.

4. Status. The Contractor is an independent contractor and shall not be considered an employee or agent of the Town for any purpose.

5. Outside Support Services and Sub-Contractor. Any sub-Contractors shall be pre-approved by the Town. A rate sheet for such sub-Contractors shall be provided to the Town.

6. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, are 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.

7. Standard of Care. The standard of care applicable to the Contractor's services will be the same degree of care, skill, and diligence normally employed by professionals performing the same or similar services. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, or opinion produced pursuant to this Agreement. The Contractor does not guaranty that the documents and products are without error; however, the Contractor will re-perform any services not meeting this standard without additional compensation.

8. Indemnity, Insurance and Governmental Immunity Act. To the extent permitted by law, except as otherwise stated in this agreement, each party to this Agreement shall hold harmless and indemnify the other party, including the other party's employees, officers, agents, and assigns, from award of damages, to the extent such award of damages arises from the action or inaction of that party's own officers, employees and agents.

Nothing herein shall be interpreted as a waiver of governmental immunity, to which the other parties would otherwise be entitled under C.R.S. §24-10-101, et seq. as amended.

Contractor shall provide proof of general liability insurance to the Town upon execution of this Agreement in an amount standard in the industry. Town may require increased coverage based on particular project requirements. A copy of the Contractor's current available insurance coverage and limits is attached as Exhibit A.

9. Work By Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

A. Contractor does not knowingly employ or contract with an illegal alien.

B. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor

that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the Town written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the Town in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9-C shall be null and void if E-Verify is discontinued.

D. Contractor shall not use E-Verify procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(1) notify the subcontractor and the Town within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

G. If Contractor violates this Paragraph, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town arising out of said violation.

10. Termination. The Town or the Contractor may terminate this Agreement at any time by providing a minimum thirty (30) calendar days' written notice to the other party. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed



15. Authority. Each person signing this Agreement, and any 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.

16. Attorneys' Fees. Should this Agreement become the subject of litigation between the Town and Contractor, 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. The Town shall pay the Contractor's actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees until the determination of the prevailing party is made. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 14<sup>th</sup> day of August 2014.

TOWN OF PARACHUTE, COLORADO

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

ATTEST:

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

CONTRACTOR

By: \_\_\_\_\_  
Bruce Stolbach – Cadfish LLC



## Austin Civil Group, Inc.

Land Planning ▪ Civil Engineering ▪ Development Services

July 30, 2014

Mr. Stuart McArthur, Town Administrator  
Town of Parachute  
P. O. Box 100  
Parachute, CO 81635

**Re: GRAND VIEW INDUSTRIAL PUD  
Development Application Review – REVISED COMMENTS**

Dear Mr. McArthur:

The purpose of this letter is to provide the Town of Parachute a review of the subject application and its compliance with the Town of Parachute Land Use Regulations. The subject application is marked as a "Planned Unit Development" (PUD) which I believe is intended to fulfill the requirements for a preliminary/final PUD application.

The applicant submitted the following documents as part of the application process:

- (1) Table of Contents
- (2) Land Use Application Form
- (3) Adjacent Property Owner Information
- (4) Mineral Rights Owners and Lessees of Subject Property
- (5) Garfield County Tax Certificates
- (6) Legal Description of application land area
- (7) Location Map
- (8) Deed of Trust
- (9) Certificate of Good Standing from State of Colorado for Clear Creek Ranch, LLC
- (10) Letter authorizing Phil Vaughn Construction Management to represent Clear Creek Ranch, LLC for the application;
- (11) Letter Dated May 23, 2014 from Phil Vaughn Construction Management, Inc. to Mr. Stuart McArthur describing the proposed application;
- (12) Improvements Survey of the proposed property;
- (13) Grand View Industrial Center P.U.D. Zone Districts document with redlines dated 7/23/14;
- (14) Declaration of covenants, conditions and restrictions for Grand View Industrial Center, P.U.D with redlines dated 7/23/14

In reviewing the applicant's submittal documents for this project, it appears this application is requesting to correct deficiencies with a 1982 PUD application that was approved by the Town of Parachute in 1982, modified in 1983, and again modified in 1992. According to the applicant's letter to Mr. McArthur, the planned unit development guide and covenants, conditions, and restrictions were not completed as part of the 1982 PUD application process.

123 north 7th Street ▪ suite 300 ▪ grand junction, colorado 81501 ▪ 970-242-7540 phone ▪ 970-255-1212 fax

## **REVIEW OF APPLICANT'S SUBMITTALS**

The applicant provided an "Improvements Survey" map which does a good job of depicting the existing site conditions on the property, but this plan does not provide the information required for a Final Plan. The survey clearly points out several problems with improvements constructed on the site, including the following:

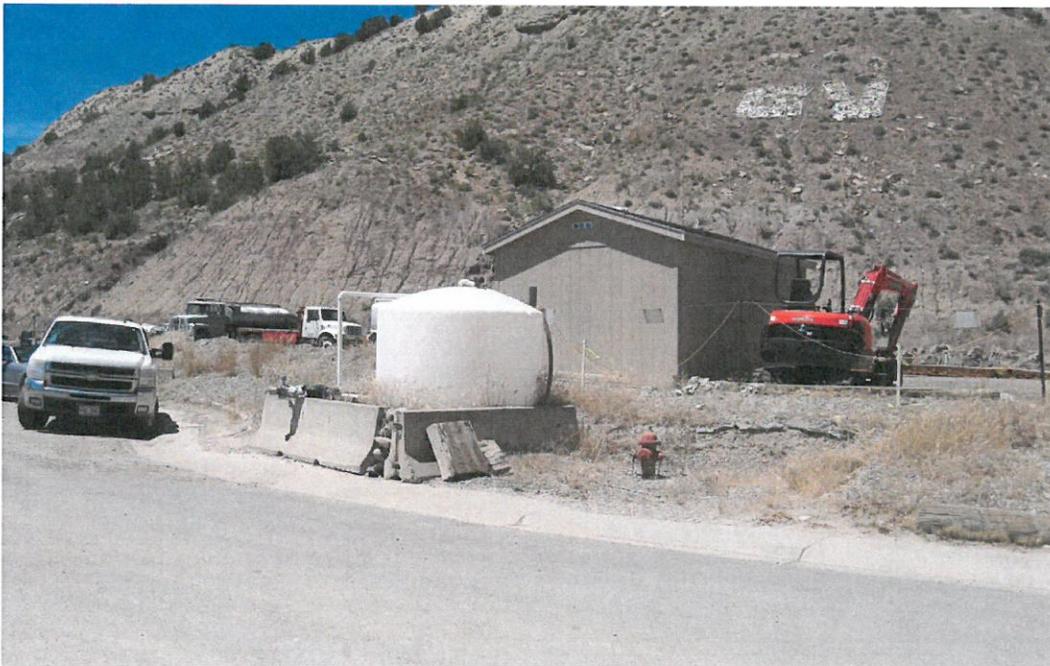
1. The irrigation ditch along the north side of the site is not located within the 20-ft drainage and Access Easement in several locations;
2. Several of the existing easements are only 10-ft in width which is not adequate to allow for maintenance and repair operations with trespassing onto private property;
3. An existing building is constructed over Lot lines for Lots 15, 16 and 17;
4. An existing building is constructed over Lot lines for Lots 18 and 19;
5. An existing building is constructed over Lot lines for Lots 2 and 3;
6. An existing building is constructed over the majority of a 20-ft utility easement which has a Town of Parachute water main that services these industrial properties or the Town's water main was not constructed within the 20-ft designated utility easement;
7. A building encroaches into the utility easement area on Lot 2 and Lot 3;
8. A pump shed is constructed in an drainage and access easement;
9. A shed encroaches over the Lot 17 and 18 lot lines;
10. The office trailer installed on Lot 1 of KOA Addition was not approved by the Town of Parachute;

My review comments on documents that I received in an email from Phil Vaughan dated 7-24-14. revised" the "Grand View Industrial Center PUD Zone Districts" document are listed below:

1. Part III, minimum lot size of 6,000 square feet is not realistic for a commercial / industrial lot that will require a building, parking, stormwater mitigation, parking, etc.
2. Part IV, Pre-Existing Uses A new subdivision plat will be needed to address building encroachments, utility easements, drainage easements and utility encroachments.
3. Part IV, Pre-Existing Uses. The descriptions provided are so broad and cover so many activities that a property owner would never have to come in for a site plan review.
4. Part IV, Pre-Existing Uses: Can you provide definitions for the uses that aren't defined in the Town's Land Use Code? For instance, I would not consider any of historic parking on the site as a commercial parking garage. In my experience, the parking/storage would be classified as outdoor storage.
5. Part IV, Pre-Existing Uses, Part (a) – Lots 2 and 3:
  - a. It's my understanding this building was never issued a building permit. Therefore it must go through a site plan review. This would include addressing the parking and drainage issues.



**Trailer Encroaching In Easement & Over Lot Lines – No Building Permit Issued**

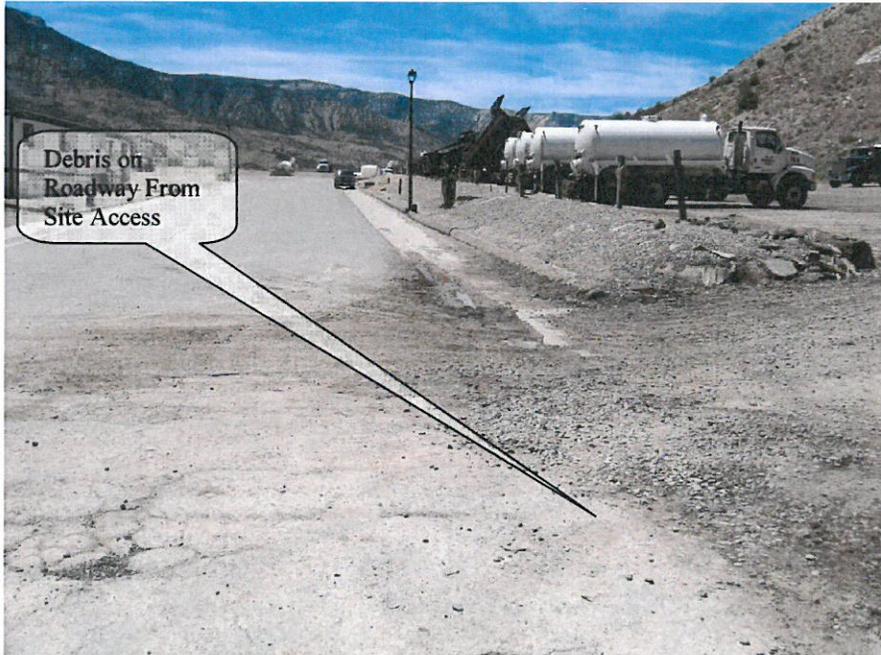


**Tanks/Equipment Constructed in Right-Of-Way**

- 6. Part VI, Exterior Surfacing states travel and parking areas may be of compressed gravel or equivalent. This is not acceptable because it results in increased damage to public curb, gutter, concrete and asphalt surfaces. In addition, it results in mud and debris being tracked onto the public roadways which again results in additional maintenance costs by the Town to clean and maintain streets.



**Murray Court Looking South with Mud Tracked Onto Road Surface**



**Truck Parking/ Storage Yard Access with Debris Onto Road Surface**

7. Part VII Town of Parachute Land Use Regulations: I would suggest removing the reference to *15.03.197-General Requirements for All Business* statement. The main reason is when this code gets revised, this reference may no longer be valid.
8. Water filling operations are currently occurring on Lot 8. Can you provide information that demonstrates this is a legal activity?

My review comments on the "Declaration of Covenants, Conditions, and Restrictions for Grand View Industrial Center PUD" document are listed below:

1. Page 3, Landscaping.. Currently, Lots 18 and 19 are pumping out of the Cornell Ditch to irrigate. How will the water rights be transferred to allow this to continue in the future when the lot is sold to another party?
2. Page 4, Article VI - There needs to be language stating that all sites will be required to comply with Town stormwater and site drainage requirements. Further, it is unclear how drainage is proposed to be handled on this project without trespassing onto adjacent properties.
3. Page 6, Article XI – Pre-Existing Uses. Descriptions are too broad.
4. Page 7, Amendments and Modification – This provision potentially allows a majority property owner to modify this entire document after the Town has reviewed and approved it.

## **RECOMMENDATIONS**

Based on my review of this Preliminary/Final PUD application, my recommendation to the Town Planning Commission and Town Board approve this proposal with the following conditions:

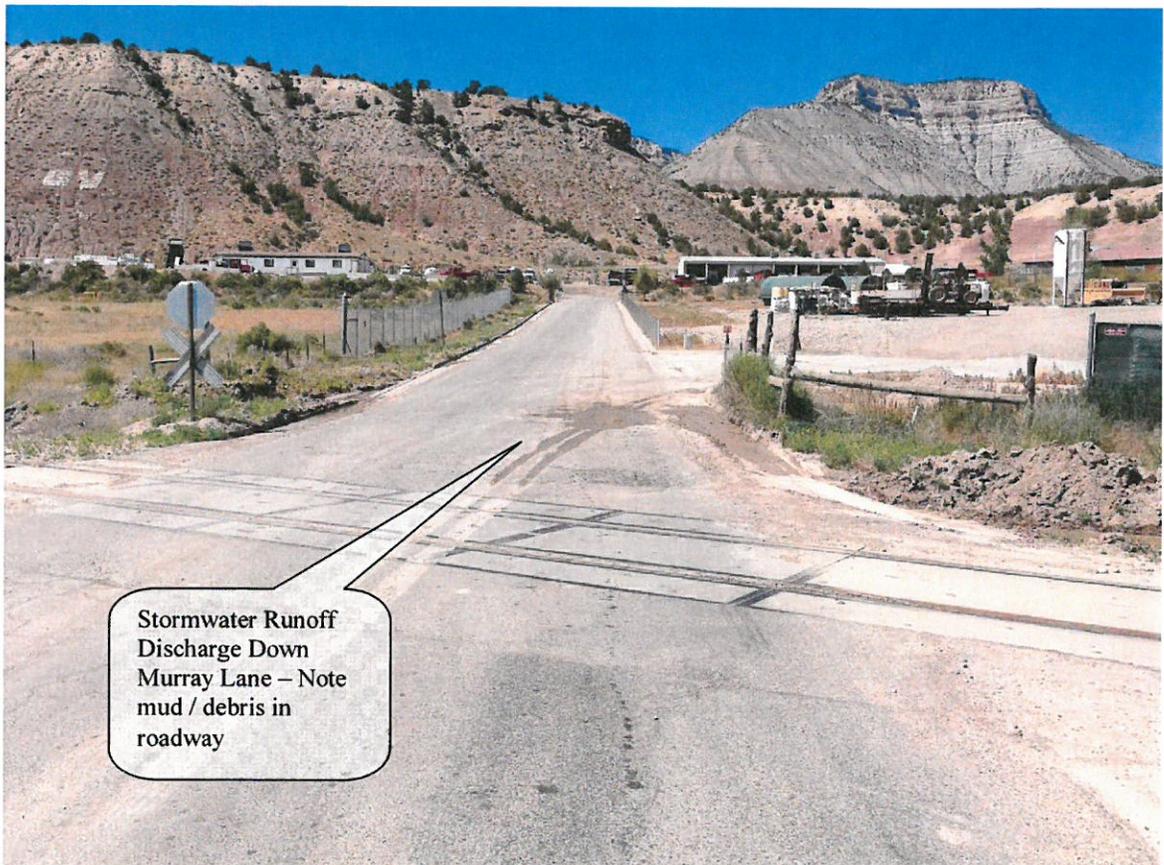
- 1. Grand View Industrial PUD Must Address Site Runoff for the entire Grand View Industrial PUD development.**

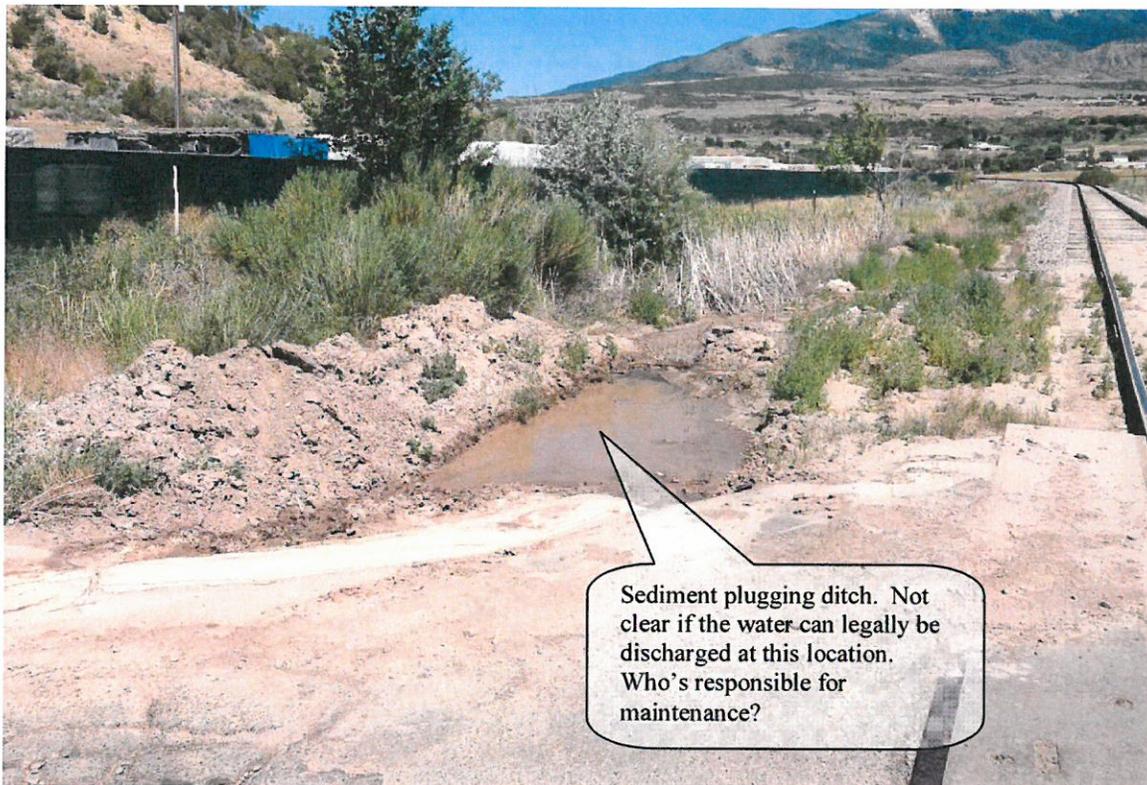
Drainage requirements in 2014 are significantly different than they were in 1982. The PUD needs to include drainage provisions to address the increased runoff impacts and define legal routes where water can be discharged off the property. Drainage problems were significant enough that in 1983, the revised SIA specifically included language that required the developer to address it.

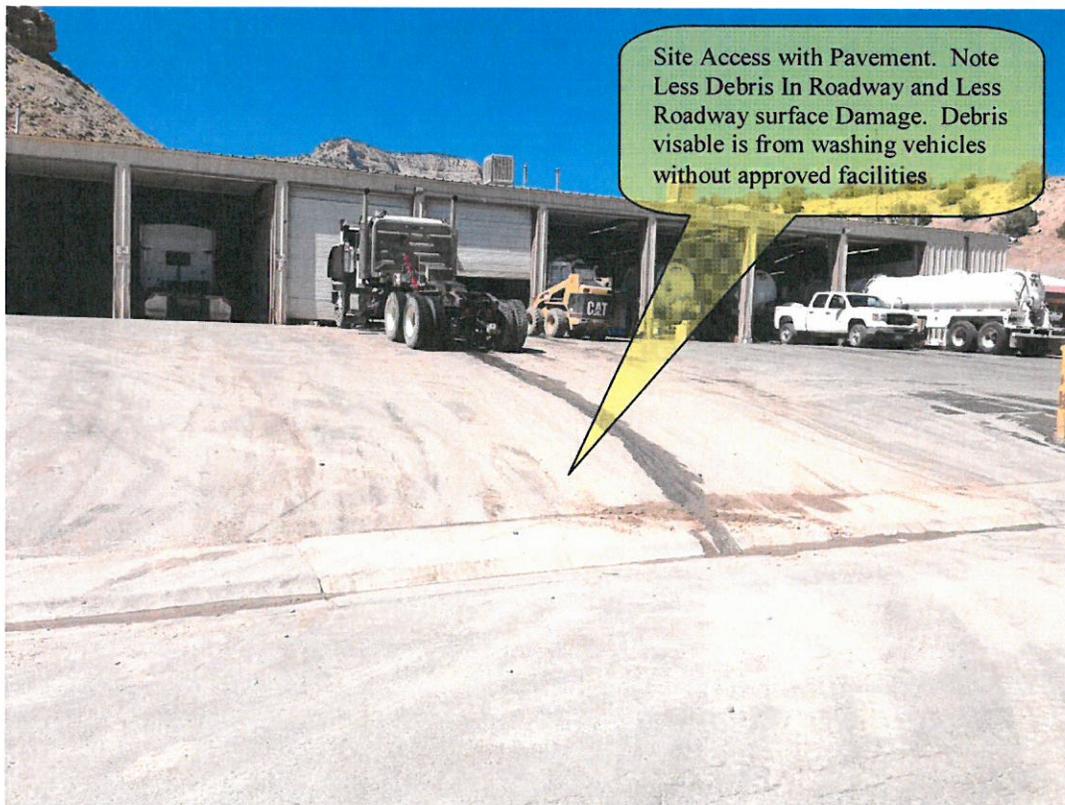
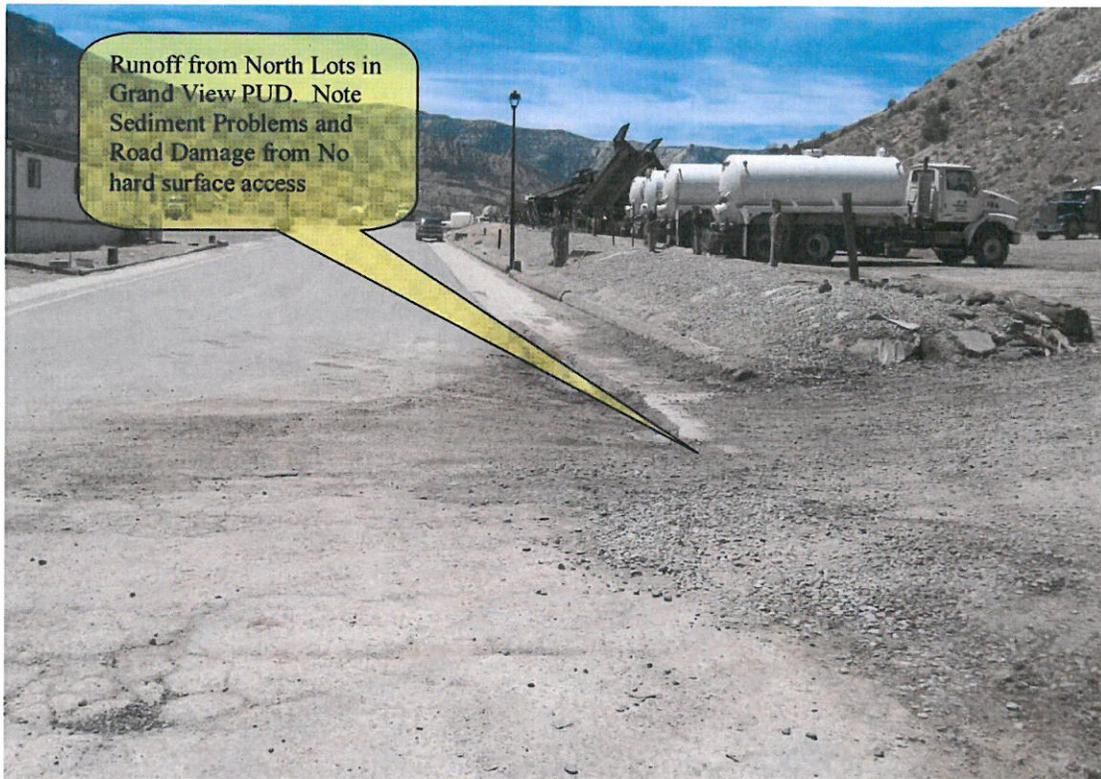
If this problem isn't addressed now, individual lot owners will be required to install drainage infrastructure on their individual lots. This will result in political conflicts with future lot owners when the Town requires each individual development to provide

these elements. The Town has an opportunity to correct these significant drainage problems now, while the property is all under one ownership. This requirement has been placed on all previous "redeveloped" PUD projects (Parachute Park PUD, Spring Lakes PUD) in that the developer was required to construct "regional" drainage facilities and infrastructure to address the runoff and water quality issues for the development. This will more than likely require modifications to lot lines, additional easements, etc. in order to complete this task.

One of the problems is all of the runoff from these lots currently drains into the public streets (Murray Court) and discharges down Murray Lane and causes major erosion problems at the railroad track crossing on Murray Lane. See the photos below:







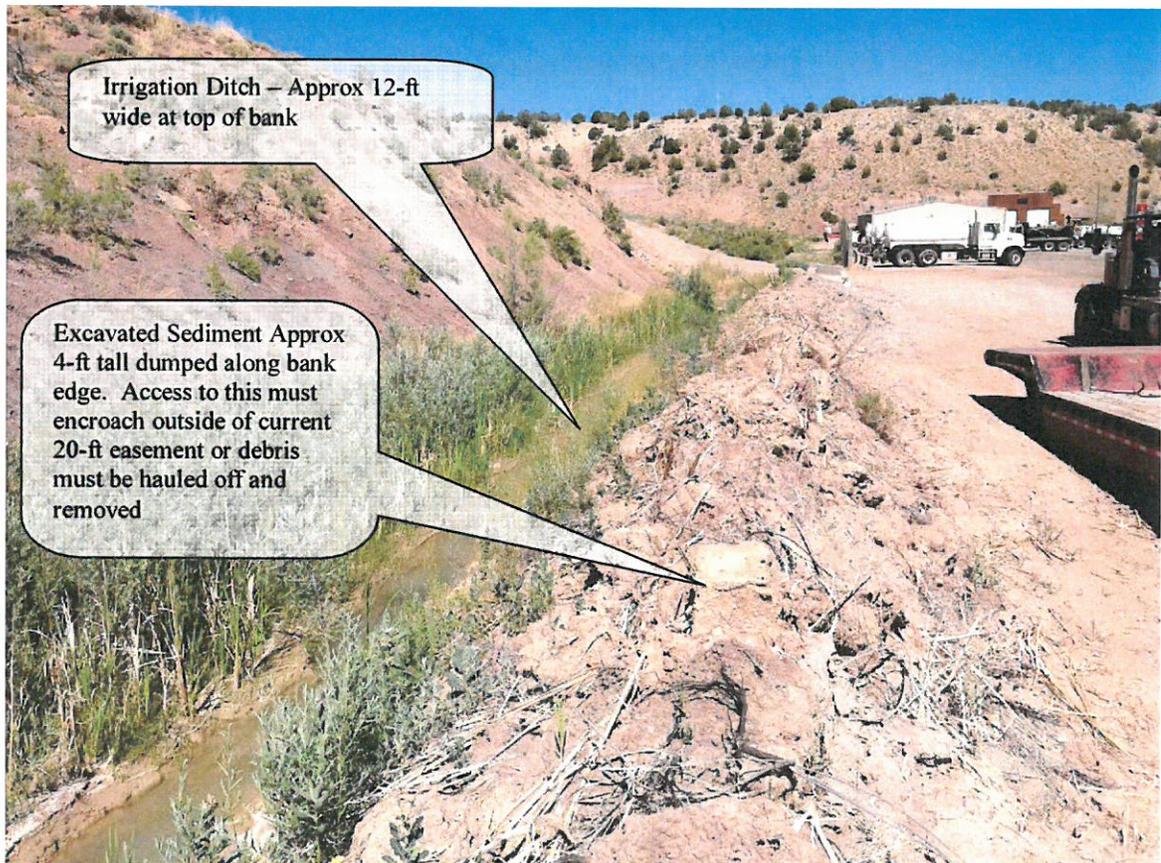
- 2. The PUD application needs to include a new subdivision plat that modifies property lines, drainage and irrigation easements, etc. to address existing non-confirming buildings and physical changes that have occurred on the property.**

This is important because burdening "future" property owners with the non-confirming problems will be significantly complicated once separate ownership of properties happens. At that point you may no longer have the ability to simply shift a lot line or adjust the location of an easement. It must be done now while all parcels are under the control of the applicant.

- 3. The PUD needs to address how maintenance of the irrigation ditch and site drainage will be accomplished once individual lots are sold and developed.**

This irrigation ditch has historically been maintained by the previous property owner. Therefore access and maintenance for irrigation ditch wasn't a problem. Once individual lots are sold and development occurs on the lots, access and historic cleaning practices of excavating the sediment and dumping it along the side of ditch will be a problem future owners will need to deal with. The best solution is to pipe the ditch.

See attached photos.



- 4. The “existing” buildings that do not have building permits should be required to obtain permits. The existing building uses should also be defined and verified what sewer and water EQR’s have been used.**

In accordance with the original 1982 Subdivision Improvements Agreement, the original development of the project paid for “20 EQR’s” (Equivalent Single Family Home) and anything beyond that amount will have to be paid for by the specific lot owner. It’s somewhat unclear how many have been paid for and what EQR’s were paid. A good example is 1 single family home is equal to 1 EQR. A 1,822 SF office building is equal to 1.18 EQR’s. This is not only applicable for water, but also sewer.

The Town of Parachute also has contractual obligations to require “pre-treatment” of some sanitary sewer wastes. All Commercial and Industrial users are required to complete an industrial pretreatment application (Town Ordinance No 500). This is part of the contractual obligation we have with Battlement Mesa Metropolitan District.

In summary, this PUD application is another perfect example why the Town’s land use regulations were changed in 2005 to specifically discourage PUD’s.

Sincerely,



Mark Austin, P.E.  
President



August 5, 2014

Mr. Davis Farrar  
Contract Staff Planner-Town of Parachute  
Western Slope Consulting, LLC  
0165 Basalt Mountain Drive  
Carbondale, CO 81623

Dear Mr. Farrar,

We received the following documents from the Town of Parachute regarding the Grand View Industrial Center PUD:

- A. Grand View Industrial Center PUD Amendment- Staff Report dated 8/1/14.  
Prepared by Davis Farrar- Western Slope Consulting, LLC
- B. Grand View Industrial PUD- Development Application Review- Revised  
Comments dated 7/30/14. Prepared by Mark Austin, P.E.- Austin Civil Group,  
Inc.
- C. Ed Sands, Esq. email dated 8/1/14 to Phil Vaughan

We appreciate the time that the Town of Parachute staff has taken to meet with us during the course of this process over the past 5 months.

We have resolved a number of issues with a few items remaining that we disagree on.

Please provide the Town of Parachute Planning Commission and the Town of Parachute Board of Trustees with this letter and attachments in their packets for their review.

Please find attached the following documents

- 1. 8/5/14- Grand View Industrial Center, P.U.D. Zone Districts
- 2. 8/5/14- Declaration of Covenants, Conditions and Restrictions for Grand View Industrial Center, P.U.D.
- 3. 8/5/14- Draft Planning Commission Recommendation prepared by Clear Creek Ranch, LLC

Please contact me with any further questions.

Sincerely,

A handwritten signature in black ink that reads "Philip B. Vaughan". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Philip B. Vaughan  
President  
Phil Vaughan Construction Management, Inc.  
970-625-5350

Attachments:

1. 08-05-14- Grand View Industrial Center, P.U.D. Zone Districts
2. 08-05-14- Declaration of Covenants, Conditions and Restrictions for Grand View Industrial Center, P.U.D.
3. 08-05-14- Draft Planning Commission Recommendation prepared by Clear Creek Ranch, LLC
4. Grand View Industrial Center PUD Amendment- Staff Report dated 8/1/14. Prepared by Davis Farrar- Western Slope Consulting, LLC
5. Grand View Industrial PUD- Development Application Review- Revised Comments dated 7/30/14. Prepared by Mark Austin, P.E.- Austin Civil Group, Inc.
6. Ed Sands, Esq. email dated 8/1/14 to Phil Vaughan

August 5, 2014

**GRAND VIEW INDUSTRIAL CENTER, P.U.D. ZONE DISTRICTS**

**I. Zone District Regulating Authority**

The provisions of these regulations shall prevail and govern the development of the Grand View Industrial Center, P.U.D.; provided, however, that where the provisions of the Grand View Industrial Center, P.U.D. Zone Regulations herein or the Declaration of Covenants, Conditions and Restrictions for the Grand View Industrial Center, P.U.D. do not clearly address a specific subject, the ordinances, resolutions, or regulations of the Town of Parachute shall prevail. Definitions established by the Town of Parachute Land Use Regulations shall have precedence.

**II. Zone Districts**

To carry out the purposes and provisions of the Town of Parachute Land Use Regulations, the Grand View Industrial Center, P.U.D. Zone District is further divided into the following zone district classification:

C/I Commercial Industrial District

**III. C/I Commercial Industrial District**

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 inclusive, according to the Plat of the Grand View Industrial Center, P.U.D., and as said Lot lines are subsequently relocated, adjusted or dissolved via approval from the Town of Parachute.

1. Permitted Uses:

- a. Truck or Car Wash
- b. Commercial Parking Lots or Garages
- c. Contractors (carpentry, machine, electrical, plumbing) shops
- d. Contractors yards- heavy equipment
- e. Equipment (heavy equipment) sales and service and storage
- f. Laundry- Commercial
- g. Manufacturing, fabrication and assembly operations or industrial uses
- h. Mixed-use commercial uses and multiple commercial uses in the same building or on the same lot
- i. Mixed industrial uses and multiple uses in the same building or on the same lot
- j. Natural Gas production, transmission, storage and warehousing
- k. Offices for the conduct of a business or profession
- l. Oil/Petroleum product production, transmission, warehousing and storage
- m. Open Sales Yards
- n. Outside Storage
- o. Paint and Body Shops
- p. Personal Storage Units

- q. Printing and Bookbinding- commercial
- r. Recreational vehicle (motorized) sales and service
- s. Research and Development Facility/Laboratory
- t. Wholesale-Tree and flower Nurseries
- u. Vehicle Fueling Facilities
- v. Vehicle (automobiles and trucks) Repair
- w. Vehicle sales and service
- x. Warehouses
- y. Wholesale Distribution Centers
- z. Wholesale Sales Establishments
- aa. Wholesaling Distribution and Storage

2. Special Review Use:

- a. Veterinary Clinics or Hospitals with or without kennels
- b. Uses not identified as Permitted Uses

3. Minimum Lot Size: 6,000 sq. ft.

4. Maximum Lot Coverage (percent): 75%

5. Maximum Building Height: 35 feet

6. Minimum Lot Width: 50 feet. Minimum lot width on cul-de-sacs will be measured on the radius of the curve.

7. Minimum Lot Depth: 100 feet

8. Maximum Floor Area Ratio: 1.5:1

9. Minimum Building Setbacks:

- a. Front Yard- 20 feet
- b. Rear Yard- 10 feet
- c. Side Yard- 10 feet

#### **IV. Pre-Existing Uses**

1. The Town of Parachute recognizes that the existing uses on the Grand View Industrial PUD have been occurring for a lengthy period of time and are allowed to continue, regardless of ownership of the property.

- a. Lots 1, 4, 5, 6 and 8 through 14.
  - 1. Commercial Parking Lots or Garages
  - 2. Contractors yards- heavy equipment
  - 3. Outside Storage

4. Mixed-use commercial uses and multiple commercial uses in the same building or on the same lot
5. Mixed industrial uses and multiple uses in the same building or on the same lot
6. Vehicle (automobiles and trucks) Repair

b. Lots 2 & 3

1. Offices for the conduct of a business or profession
2. Commercial Parking Lots or Garages
3. Contractors yards- heavy equipment
4. Outside Storage

c. Lots 15, 16, 17.

1. Contractors (carpentry, machine, electrical, plumbing) shops
2. Commercial Parking Lots or Garages
3. Contractors yards- heavy equipment
4. Outside Storage
5. Mixed-use commercial uses and multiple commercial uses in the same building or on the same lot
6. Mixed industrial uses and multiple uses in the same building or on the same lot
7. Vehicle (automobiles and trucks) Repair

d. Lots 18 & 19

1. Offices for the conduct of a business or profession

e. Lots 20 and 21

1. Commercial Parking Lots or Garages
2. Contractors yards- heavy equipment
3. Outside Storage

2. The following lots as of May 2014 have pre-existing structures that will be dealt with in the following manners:

a. Lots 2 and 3- Dimension: 24.2' x 72.4'- Modular building. This structure will be allowed to continue occupation and operation until February 1, 2018. At this time, the property owner will be required to bring the structure in conformance to meet all applicable setbacks within the Grand View Industrial Center PUD.

b. Lots 15, 16, and 17- Dimension: 51.8' x 146.7'- 8 bay shop with offices. The property owner is required to dissolve the lot line between lots 15 and 16 and adjust the lot line between lots 16 and 17 East to meet all building setback requirements of the

Grand View Industrial Center PUD. The application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

c. Lots 18 and 19- Dimension: 34.3' x 94.2' - Single Story Wood Frame building with a 16.3' x 45.6' addition at the Southwestern elevation.

The property owner is required to adjust the lot line between lots 18 and 19 East to meet all building setback requirements of the Grand View Industrial Center PUD. Additionally, a new 20' Utility Easement will be granted by the property owner for a future Town of Parachute water line. Language will be incorporated into this new utility easement to note that the existing 20' Utility Easement will be abandoned upon relocation of the water line by the Town of Parachute. The application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

d. Lots 17 and 18- Dimension: 14'x14' Shed

The property owner will be required to bring the structure in conformance to meet all applicable setbacks within the Grand View Industrial Center PUD and will apply for any necessary building permits from the Town of Parachute. The building permit application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

## **V. Landscaping and Screening Requirements**

The Grand View Industrial Center, P.U.D. is a primarily industrial development intended for heavy industry. Landscaping and screening shall not be required via the Town of Parachute review process.

## **VI. Exterior Surfacing**

Travel and parking portions of lots shall be surfaced with asphalt, concrete, compressed gravel or equivalent surfacing materials.

## **VII. Town of Parachute Land Use Regulations**

Lot owners are required to comply with the Town of Parachute Land Use Regulations in regards to Site Plan Review, Building Permits and other requirements for development that are not specifically addressed otherwise in this P.U.D. Zone District document.

Lot owners are responsible for the design and construction of all necessary stormwater management facilities as required per the Town of Parachute Land Use Regulations.

Town of Parachute Land Use Regulations Section 15.03.197- General Requirements for all Business, Commercial and Industrial Uses.

Only the following sections within Section 15.03.197 will apply to the Grand View Industrial Center PUD:

- (c) *All applicable environmental standards of the State of Colorado or the United States government shall be complied with at all times.*
- (k) *Parking lot lighting fixtures are to have an overall maximum height that is consistent with the height of the buildings themselves. Walkway lighting fixtures are to have an overall maximum height of fourteen (14) feet.*
- (l) *Cut-off exterior light fixtures and their location shall be submitted on a plan for review.*
- (m) *Security lighting fixtures are not to project above the fascia or parapet of the building and are to be shielded or recessed in the building walls to provide cut-off at that property line.*
- (o) *No materials or wastes shall be deposited upon a subject lot in such form or manner that they may be transferred off of the lot by natural causes or forces. All waste materials shall be stored in an enclosed area and shall be accessible to service vehicles.*
- (p) *Wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise attractive to rodents or insects shall be stored only in closed containers in required enclosures.*

### **VIII. Murray Lane and Murray Court**

The Town of Parachute is the owner of and is responsible for maintenance of Murray Lane and Murray Court and any and all curbs, gutters, culverts, sidewalks and any appurtenant facilities thereof.

## **EXHIBIT A**

Improvement Survey Plat  
Prepared by Bookcliff Survey Services, Inc.  
Revision 9/4/13

Only relevant to:

Parcel 1

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21

Grand View Industrial Center

in the Town of Parachute

The plat of which is recorded as document no. 331635

County of Garfield

State of Colorado

August 5, 2014

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS  
FOR GRAND VIEW INDUSTRIAL CENTER, P.U.D.**

This Declaration of Covenants, Conditions and Restrictions for that real property described on Exhibits A and B attached hereto and incorporated herein, Town of Parachute, Colorado (hereafter the "Declaration"), is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Clear Creek Ranch, LLC, (hereafter referred to as the "Declarant").

**RECITALS**

**WHEREAS**, Declarant is the owner of that certain real property known as Grand View Industrial Center, P.U.D., as described on the plat thereof recorded as Reception No. 331635 in the Office of the Garfield County, Colorado, Clerk and Recorder, together with all appurtenances thereto; and

**WHEREAS**, Declarant desires to provide a flexible and reasonable procedure for the overall operation of the Lots, and to establish a method for the administration, maintenance, preservation, control, use, and enjoyment of the Lots, as well as provide for the enforcement of the restrictions, covenants and conditions hereinafter set forth.

**DECLARATION**

NOW THEREFORE, Declarant hereby declares that all of the Lots described above, individual or collective, shall be held, transferred, sold, conveyed, occupied and benefitted by and subject to the following covenants, conditions and restrictions which are established for the purpose of protecting the value and desirability of such real property and which shall run with title to the Lots and be binding on all owners or other parties having any right, title or interest therein.

**ARTICLE I  
DEFINITIONS**

Articles of Incorporation and Articles. Articles of Incorporation or Articles shall mean the Articles of Incorporation of the Association filed or to be filed in the office of the Secretary of State of the State of Colorado.

Association. "Association" means the Grand View Industrial Center P.U.D. Lot Owner's Association, Inc., a Colorado nonprofit corporation, its successors and assigns, whose Members shall be the respective Owners of the Lots.

Board of Directors. Board of Directors of Board shall mean and refer to the Board of Directors of the Association as constituted from time to time.

Bylaws. Bylaws shall mean the Bylaws adopted by the Association, as amended from time to time.

Declarant. “Declarant” shall mean Clear Creek Ranch, LLC, its successors and assigns.

Declaration. “Declaration” shall mean the covenants, conditions and restrictions and all other terms or provisions set forth in this document as the same is recorded in the records of Garfield County, Colorado, and as the same may be amended from time to time in accordance with the provisions hereof, with such amendments being likewise recorded.

Lot or Parcel. “Lot” or “Parcel shall mean each of Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 inclusive, according to the Plat of the Grand View Industrial Center, P.U.D., and as said Lot lines are subsequently relocated, adjusted or dissolved by Declarant.

Lot Owner or Owner. “Lot Owner” or “Owner” means the person, persons, entity or entities who or which together shall comprise the record owner of fee simple title to a Lot.

Member. “Member” shall mean a person or entity which, by virtue of their status as a Lot Owner, is deemed to enjoy the membership privileges and responsibilities in the Association.

**ARTICLE II**  
**ASSOCIATION MEMBERSHIP, BOARD AND VOTING**

Declarant shall cause to be incorporated as a Colorado nonprofit corporation, the Grand View Industrial Center P.U.D. Lot Owner’s Association, Inc. for purposes of administering and enforcing the covenants, conditions and restrictions herein set forth.

The Owner of record of fee simple title to each Lot shall be a Member of the Association. Members shall be entitled to one (1) vote for each five thousand square feet (5000 ft<sup>2</sup>) of Lot surface area owned, rounded up to the nearest multiple of 5000. There shall be no fractional votes or voting rights. Where there is more than one Owner of a Lot, all co-owners shall be Members of the Association and may attend any meeting of the Association; however, one owner shall be designated with the voting authority for the Lot and this information shall be furnished to the Board prior to any meeting in which a voting right is exercised.. Divided votes shall not be allowed and the vote for each Lot shall be exercised, if at all, as a Lot. In any case, where a majority of the co-owners fail or are unable to designate the voting Member for a Lot, the Board can designate the voting Member for that Lot or refuse to allow the Owners of that Lot to cast a vote. Non-voting co-owners shall be jointly and separately responsible for all of the obligations imposed upon the co-owned Lot and shall be entitled to all other benefits of ownership. All agreements and determinations made by the Association shall be deemed to be binding on all Lot Owners, their successors and assigns. For purposes of voting matters in the Association, a Member owning more than one Lot shall be entitled to vote for each Lot owned.

The Association shall be governed by a Board of three (3) Directors, to be elected annually by majority vote of the Members. Notwithstanding any other provision of this Declaration, the exclusive right to appoint and remove members of the Board of Directors shall be vested solely in Declarant so

long as Declarant is the Owner of seven (7) or more Lots. Once the Declarant no longer has exclusive right to appoint and remove the Board of Directors, the Members shall meet annually for the purpose of electing Directors.

The Board shall meet annually for the transaction of such business as may come before the meeting and, upon the call of two (2) or more Directors, may meet at any other time deemed necessary. The Board may designate any place within Parachute, Colorado as the place of meeting for any annual meeting or for any special meeting called by the Board. All action by the Association shall be taken by majority vote of a quorum of the Board.

### **ARTICLE III** **ASSOCIATION DUTIES, RIGHTS AND POWERS**

The Association shall have all duties, rights and powers provided in this Declaration, including the power to enforce the provisions of this Declaration.

### **ARTICLE IV** **LANDSCAPING**

Each Lot Owner is solely responsible for constructing all landscaping and related improvements on his/hers Lot(s). Each Lot Owner is solely responsible for maintenance of all landscaping and related improvements on his/her Lot(s), and the Association shall have no responsibility for this landscaping or maintenance. Each Lot Owner shall construct and maintain his/her landscaping improvements consistent with the requirements of the conditions contained in any Town of Parachute approvals granted to a Lot Owner. Each Lot owner shall be responsible for replacement of living vegetation removed or damaged during such maintenance.

To the extent that landscape areas are shared in common by two or more Lots, the Owners of said Lots shall enter into maintenance agreements concerning the upkeep of said shared landscape areas at the time said Lots are developed.

### **ARTICLE V** **ROADWAYS, WALKWAYS AND PARKING FACILITIES**

Each Lot Owner is solely responsible for construction of all roadways, walkways and parking facilities on said Lot Owner's respective Lot(s) in accordance with the requirements of the conditions contained in any Town of Parachute approvals granted to a Lot Owner and otherwise in accordance with all applicable covenants, conditions and restrictions and all applicable federal, state and local laws. The Association shall have no responsibility for any roadways, walkways or parking facilities located on any Lot(s). To the extent that roadways, walkways and parking facilities are shared in common by two or more Lots, the Owners of said Lots may enter into construction agreements with other Lot Owners or the Declarant concerning construction of said shared roadways, walkways and parking facilities.

Each Lot Owner shall, at its sole cost and expense, maintain all roadways, walkways and parking facilities on said Lot Owner's respective Lot(s) in accordance with the requirements of the conditions contained in any Town of Parachute approvals granted to a Lot Owner and otherwise in accordance with all applicable covenants, conditions and restrictions and all applicable federal, state and local laws.

Such maintenance shall include maintaining the surfaces of the roadways, walkways and parking facilities in good and serviceable condition and repainting and maintaining striping, markers and directional signs as necessary to maintain the roadways, walkways and parking facilities.

Each Lot Owner is solely responsible for all costs of repair, maintenance, clearing, trash removal, snow plowing, and other expenses of upkeep and preservation of the roadways, walkways and parking facilities on said Lot Owner's respective Lot(s). To the extent that roadways, walkways and parking facilities are shared in common by two or more Lots, the Owners of said Lots shall enter into maintenance agreements concerning the upkeep of said shared roadways, walkways and parking facilities at the time said Lots are developed.

#### **ARTICLE VI** **RESTRICTIONS ON USE AND BUILDING**

In addition to any other restrictions contained herein, all Lots shall be subject to the following covenants and restrictions on use and building restrictions:

1. All Lots shall be used only for commercial and industrial purposes.
2. All Lots shall be kept and maintained at all times in good repair and overall appearance as well as in a sanitary, healthful, safe and neat and attractive condition, no uncontained rubbish or refuse shall be allowed to accumulate on Lots.
3. The use and development of all Lots within the Grand View Industrial Center, P.U.D shall be in strict accordance with the conditions contained in any Town of Parachute approvals granted to a Lot Owner.
4. No immoral, improper, offensive or unlawful use shall be made of any Lot nor any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.
5. Maintenance, upkeep and repair of any improvement on each Lot shall be the sole responsibility of the individual Owner thereof.
6. All utilities, fixtures and equipment installed within the perimeter of any Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter the perimeter lot line, shall be maintained and kept in repair by the Owner thereof. All service lines for utilities extending from the utility main lines to the individual Lots, shall be installed and maintained

underground.

7. No Lot Owner shall permit or suffer the growth or spread of noxious weeds on or about his/hers Lot. No burning of trash, leaves, garbage or other household refuse, etc., shall be permitted.
8. Construction of all improvements or alterations shall, once construction has been initiated, proceed in a timely manner.

## **ARTICLE VII** **ARCHITECTURAL CONTROL COMMITTEE**

No Lot improvements shall be commenced, erected or maintained, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to in writing and approved as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee of the Board of Directors of the Association, which Committee shall be comprised of three (3) representatives, to be appointed annually by majority vote of the Board of Directors. The Architectural Control Committee shall have the power to adopt and enforce architectural regulations. In the event the Architectural Control Committee fails to approve or disapprove such design within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the Architectural Control Committee nor any member thereof shall be liable for any damages to any person or entity submitting any plans or specifications for approval, or to any Owner or Owners of Lots, by any reason of any action, failure to act, approval, disapproval or failure to approve or disapprove any plans or specifications.

As a courtesy, the Town of Parachute will request submission of a signed approval form from the Architectural Control Committee in association with consideration of a building permit. The Town of Parachute will not be prevented from issuing a building permit in the event of an Architectural Control Committee denial, but may as a courtesy communicate with the Architectural Control Committee. In any case, the Town of Parachute shall not be liable for properly issuing a building permit absent agreement from the Architectural Control Committee or the Architectural Control Committee approval document.

## **ARTICLE VIII** **USE BY DECLARANT**

Notwithstanding any provision herein to the contrary, during the period of Construction and/or sale of Lots, it shall be expressly permissible for Declarant to maintain such facilities as Declarant in its sole discretion determines reasonably required, convenient, or incidental to such construction and sale. This permission shall include, but not be limited to, business offices, storage areas, construction yards, signs and sales offices.

**ARTICLE IX**  
**ENFORCEMENT**

The Association, the Declarant, or any Lot Owner shall have the right to enforce the covenants, conditions and restrictions contained in this Declaration by any legal or equitable means necessary and available including actions for damages and injunctive relief. Each remedy provided under this Declaration is cumulative and not exclusive. In the event of any such action, the Association, Declarant or Lot Owner or Owners, if they prevail in said action, shall be entitled to receive reasonable attorney's fees and costs from the Lot Owner or Owners found to be in violation of this Declaration.

**ARTICLE X**  
**INSURANCE**

It is the responsibility of each Owner to provide insurance on his/her personal property and upon all real property and improvements within his/her Lot, and any other insurance deemed necessary, including liability insurance.

**ARTICLE XI**  
**PRE-EXISTING USES**

1. The Town of Parachute recognizes that the existing uses on the Grand View Industrial PUD have been occurring for a lengthy period of time and are allowed to continue, regardless of ownership of the property.

- a. Lots 1, 4, 5, 6 and 8 through 14.
  1. Commercial Parking Lots or Garages
  2. Contractors yards- heavy equipment
  3. Outside Storage
  4. Mixed-use commercial uses and multiple commercial uses in the same building or on the same lot
  5. Mixed industrial uses and multiple uses in the same building or on the same lot
  6. Vehicle (automobiles and trucks) Repair
  
- b. Lots 2 & 3
  1. Offices for the conduct of a business or profession
  2. Commercial Parking Lots or Garages
  3. Contractors yards- heavy equipment
  4. Outside Storage

- c. Lots 15, 16, 17.
  - 1. Contractors (carpentry, machine, electrical, plumbing) shops
  - 2. Commercial Parking Lots or Garages
  - 3. Contractors yards- heavy equipment
  - 4. Outside Storage
  - 5. Mixed-use commercial uses and multiple commercial uses in the same building or on the same lot
  - 6. Mixed industrial uses and multiple uses in the same building or on the same lot
  - 7. Vehicle (automobiles and trucks) Repair
- d. Lots 18 & 19
  - 1. Offices for the conduct of a business or profession
- e. Lots 20 and 21
  - 1. Commercial Parking Lots or Garages
  - 2. Contractors yards- heavy equipment
  - 3. Outside Storage

2. The following lots as of May 2014 have pre-existing structures that will be dealt with in the following manners:

- a. Lots 2 and 3- Dimension: 24.2' x 72.4'- Modular building. This structure will be allowed to continue occupation and operation until February 1, 2018. At this time, the property owner will be required to bring the structure in conformance to meet all applicable setbacks within the Grand View Industrial Center PUD.
- b. Lots 15, 16, and 17- Dimension: 51.8' x 146.7'- 8 bay shop with offices. The property owner is required to dissolve the lot line between lots 15 and 16 and adjust the lot line between lots 16 and 17 East to meet all building setback requirements of the Grand View Industrial Center PUD. The application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.
- c. Lots 18 and 19- Dimension: 34.3' x 94.2'- Single Story Wood Frame building with a 16.3' x 45.6' addition at the Southwestern elevation. The property owner is required to adjust the lot line between lots 18 and 19 East to meet all building setback requirements of the Grand View Industrial Center PUD. Additionally, a new 20' Utility Easement will be granted by the property owner for a future Town of Parachute water line. Language will be incorporated into this new utility easement to note that the existing 20' Utility Easement will be abandoned upon relocation of the water line by the Town of Parachute. The application for this action shall be submitted by the property owner to the Town of Parachute no later than 3

months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

d. Lots 17 and 18- Dimension: 14'x14' Shed

The property owner will be required to bring the structure in conformance to meet all applicable setbacks within the Grand View Industrial Center PUD and will apply for any necessary building permits from the Town of Parachute. The building permit application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

3. The existing 20' Drainage and Access Easement located at the West, North and East sides of the Grand View Industrial Center P.U.D. and the irrigation ditch located within this easement will be maintained by the Grand View Industrial Center P.U.D. Lot Owner's Association, Inc.

The Town of Parachute shall be a 3<sup>rd</sup> party beneficiary of the maintenance obligation for the 20' Drainage and Access Easement noted above. The Town of Parachute shall have the right but not an obligation to enforce this provision.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

**Benefits/Burdens.** The covenants, conditions and restrictions of this shall run with title to the Lots and shall inure to the benefit of the Lot Owners and shall be enforceable by the Declarant, or the Association, or any of the Lot Owners.

**Indemnification.** The Association shall indemnify Declarant against any and all expenses, including attorneys' fees and costs reasonably incurred by or imposed upon said Declarant in connection with any action, suit or other proceeding (including settlement of any suit or proceeding) to which the Declarant may be a party by reason of any actions, contracts, agreements or other activity undertaken by the Declarant before or after the making of this Declaration. The Declarant shall not be liable for any mistake of judgment, negligent or otherwise, except for willful misfeasance, malfeasance, misconduct or bad faith. The Declarant shall have no personal liability with respect to any contract or other commitment made by them, in good faith on behalf of the Association, and the Association shall indemnify, save and forever hold such Declarant free and harmless against any and all liability to any other party on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which Declarant may be entitled in this regard.

**Amendment or Modifications.** This Declaration may be amended or modified by the Declarant so long as Declarant is the Owner of seven (7) or more Lots. At any time Declarant is the Owner of less than seven (7) Lots, the Lot Owners may amend or modify this Declaration by a written

instrument executed by the Owners of not less than thirteen (13) of the Lots, and recorded in the records of Garfield County. Provided further, that no such amendment or modification of this Declaration which affects or purports to affect any rights accorded to or reserved by the Declarant herein shall be operable or effective unless the aforementioned instrument of amendment or modification is also executed by Declarant.

Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Perpetuities. If any of the covenants, conditions and restrictions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the longest lived member of the presently constituted Town of Parachute Board of Trustees.

Non-Waiver. The failure of Declarant, the Association, or a Lot Owner to object to any breach of or failure to comply with the provisions of this Declaration of the Association by a person subject thereto shall in no event be deemed a waiver of any right to object to the same and to seek compliance therewith at any time.

Captions. Article and paragraph or section captions, headings, or titles inserted throughout this Declaration are intended solely as a means of convenience and reference and in no way shall such captions, headings or titles define, limit or in any way affect any of the substantive terms and provisions of this Declaration.

Context. Whenever the context requires, any pronoun used herein shall be deemed to mean both the feminine and masculine gender, and the singular shall be deemed to also encompass the corresponding plural.

Separate Taxation. Each Lot shall be deemed to be a separate parcel and be subject to separate assessment and taxation for all types of taxes authorized by law, including ad valorem levies and special assessments. The lien for taxes assessed to any Lot shall be confined to that Lot. No forfeiture or sale of any Lot for delinquent taxes, assessments or other governmental charges shall divest or in any way affect the title to any other Lot.

Not a Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Grand View Industrial Center, P.U.D. to the public or for any public use.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration of Covenants, Conditions and Restrictions for Grand View Industrial Center, P.U.D. the day and year first above written.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2014.

CLEAR CREEK RANCH, LLC

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

ATTEST:

\_\_\_\_\_  
Secretary

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF GARFIELD        )

The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as President of CLEAR CREEK RANCH, LLC

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

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

## **EXHIBIT A**

### **Legal Description**

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21  
Grand View Industrial Center Planned Unit Development  
in the Town of Parachute  
The plat of which is recorded as document number 331635  
County of Garfield  
State of Colorado

**EXHIBIT B**

Improvement Survey Plat  
Prepared by Bookcliff Survey Services, Inc.  
Revision 9/4/13

Only relevant to:

Parcel 1

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21

Grand View Industrial Center

in the Town of Parachute

The plat of which is recorded as document no. 331635

County of Garfield

State of Colorado

**August 5, 2014**

**Draft Planning Commission Recommendation prepared by Clear Creek Ranch, LLC**

To: Town of Parachute Planning Commission Members  
From: Phil Vaughan

Dear Planning Commission Members,

For your consideration, please find below a draft of the recommendation that conforms to our response letter submitted to the Town of Parachute on 8/5/14.

Conditional Approval of the Grand View Industrial Center Planned Unit Development with the following conditions:

1. The Grand View Industrial Center, P.U.D. Zone Districts as attached.
2. The Declaration and Covenants, Conditions and Restrictions for Grand View Industrial Center, P.U.D. as attached. The covenants shall be subject to review by the Town attorney and staff to ensure that they are consistent with the approved PUD documents and include language providing for the Town's right but not obligation to enforce certain provisions.
3. The applicant will work with the staff to develop PUD zoning text definitions for terms that are not defined.
4. Written comments should be solicited from Parachute Public Works, Utilities, Police Department and Fire Department about the proposed PUD prior to the Trustees meeting.
5. Any use or regulated activity that is not addressed and governed by the Grand View Industrial Center Planned Unit Development text that is otherwise addressed in the Parachute Municipal Code shall be governed by the Parachute Municipal Code.
6. The applicant and the town shall develop a PUD Development Agreement that details the uses, dimensional standards, requirements for existing and new uses, correction of nonconformities and the other issues identified in this staff memorandum and approved by the Town of Parachute.
7. All exterior lighting in the project shall utilize "dark sky" compliant cutoff fixtures.
8. All representations of the applicant made in written application materials submitted to the Town and/or verbally at the Planning Commission or Trustees meetings shall be considered part of the application and be binding on the applicant.

Attachments:

A. Grand View Industrial Center, P.U.D. Zone Districts 8/5/14 revision

B. Declaration and Covenants, Conditions and Restrictions for Grand View Industrial Center, P.U.D. 8/5/14 revision

**Town of Parachute Planning Commission Meeting  
Monday, August 11 2014  
Grand View Industrial Center PUD Amendment  
Staff Report**

Report Date - 8/1/14

PROJECT INFORMATION	
<b>Name of Project:</b>	Grand View Industrial Center PUD
<b>Type of Request:</b>	PUD Amendment Application
<b>Name of Applicant</b>	Clear Creek Ranch, LLC c/o Kamron DMarco-Kracht & Hank Kracht
<b>Address</b>	PO Box 301, Parachute, CO 81635
<b>Phone</b>	Telephone 970-285-7271
<b>Property Owner:</b>	Clear Creek Ranch, LLC
<b>Property Owner Address/Phone:</b>	PO Box 301, Parachute, CO 81635, Telephone 970-285-7271
<b>Real Property Address</b>	16 & 18 Murray Court, Lot 17, Grand View Industrial Center, Parachute, CO 81635
<b>Mineral Right Owner(s):</b>	Listed in Application
<b>Lien Holders:</b>	Wells Fargo Bank, National Association
<b>Lien Holder Address:</b>	2808 North Ave., Grand Junction, CO 81501
<b>Project Planner:</b>	Phil Vaughan Construction Management, Inc. c/o Phil Vaughan
<b>Planner Address/Phone:</b>	1038 County Rd. 323, Rifle, CO 81650, Telephone 970-625-5350
<b>Surveyor</b>	Bookcliff Survey Services, Incorporated
<b>Surveyor Address/Phone:</b>	136 E. 3 <sup>rd</sup> St., Rifle, CO 81650, Telephone 970-625-1330, Fax 970-625-2773
<b>Existing Zoning</b>	Property is zoned PUD without any uses or dimensional standards enumerated. Town zoning map shows the property as Light Industrial
<b>Requested Zoning:</b>	Application notes "no change requested", and applicant is requesting inclusion of project specific PUD zoning with industrial uses.
<b>Surrounding Zoning:</b>	<b>North</b> – General Industrial, <b>East</b> - Unincorporated Garfield County - Resource Lands R/L, <b>South</b> - Light Industrial, <b>West</b> – Light Industrial

<b>Existing Land Use:</b>	Truck parking, office, storage, mixed uses (office, vehicle repair) water impoundment, warehouse
<b>Surrounding Land Uses:</b>	North - Vacant, East - Vacant, South - Storage, West - Water Impoundment
<b>Net Project Acreage:</b>	378,110 square ft., (8.68 acres - lots only not including public dedications)
<b>Proposed Use:</b>	PUD with industrial type uses
<b>Minimum Setback</b>	See PUD zoning
<b>Maximum Building Height</b>	35 feet - Proposed
<b>Open Space/Park/Trail Acreage:</b>	0
<b>Property Legal Description</b>	See Application

<b>Proposed Land-use Summary:</b>	<b>Number</b>	<b>Land Area</b>
<b>Total Units &amp; Project Area</b>	21 Lots	8.68 Acres
<b>Open Space &amp; Parks</b>	0	0 Acres
<b>Net Project Density</b>	21 Lots	Average of 1 Lot/18,005.24 square ft.

**PUD Lot Size Table**

Lot	Square ft.	12	13,847	
1	12,816	13	13,590	
2	11,400	14	13,332	
3	11,400	15	13,074	
4	11,400	16	11,750	
5	10,333	17	39,587	
6	16,701	18	24,950	
7	33,094	19	11,955	
8	62,913	20	11,093	
9	13,554	21	12,852	
10	14,363	<b>Total</b>	<b>378,110</b>	<b>Square ft.</b>
11	14,106	<b>Total</b>	<b>8.68</b>	<b>Acres</b>

**Project Location:**



### **I. Description of Application:**

The Grand View Industrial PUD is an existing 8.68 acre 21 lot project that was approved in 1982 as a Planned Unit Development. A PUD subdivision final plat showing 21 individual lots was recorded as the Grand View Industrial Center PUD. Apparently, PUD zoning for the subject property was not recorded and does not appear to exist. The property has been used for various industrial purposes and possibly other uses since that time. The improvement survey plat created by Bookcliff Survey Services Incorporated and submitted with the application dated 8/9/13 shows 5 structures on the property. Correspondence from the applicant representative dated June 27, 2014 notes the following structures on the property with their current uses:

- A. Lots 2 and 3- Dimension: 24.2' x 72.4'- Modular building Use: Offices for the conduct of a business or profession.
- B. Lots 15, 16, and 17- Dimension: 51.8' x 146.7'- 8 bay shop with offices Uses: Mixed-use commercial uses and multiple commercial uses in the same building or on the same lot. Vehicle (automobiles and trucks) Repair and offices for the conduct of a business or profession.
- C. Lots 18 and 19- Dimension: 34.3' x 94.2'- Single Story Wood Frame building with a 16.3' x 45.6' addition at the Southwestern elevation. Use: Offices for the conduct of a business or profession
- D. Lot 17- Dimension: 60.6' x 60.3' shop and 48.6' x 60.5' Quonset. Uses: Mixed-use commercial uses and multiple commercial uses in the same building or on the same lot. Vehicle repair and maintenance and Warehouse
- E. Lot 9- Dimension: 12' x 20' storage building on skids. Use: Warehouse

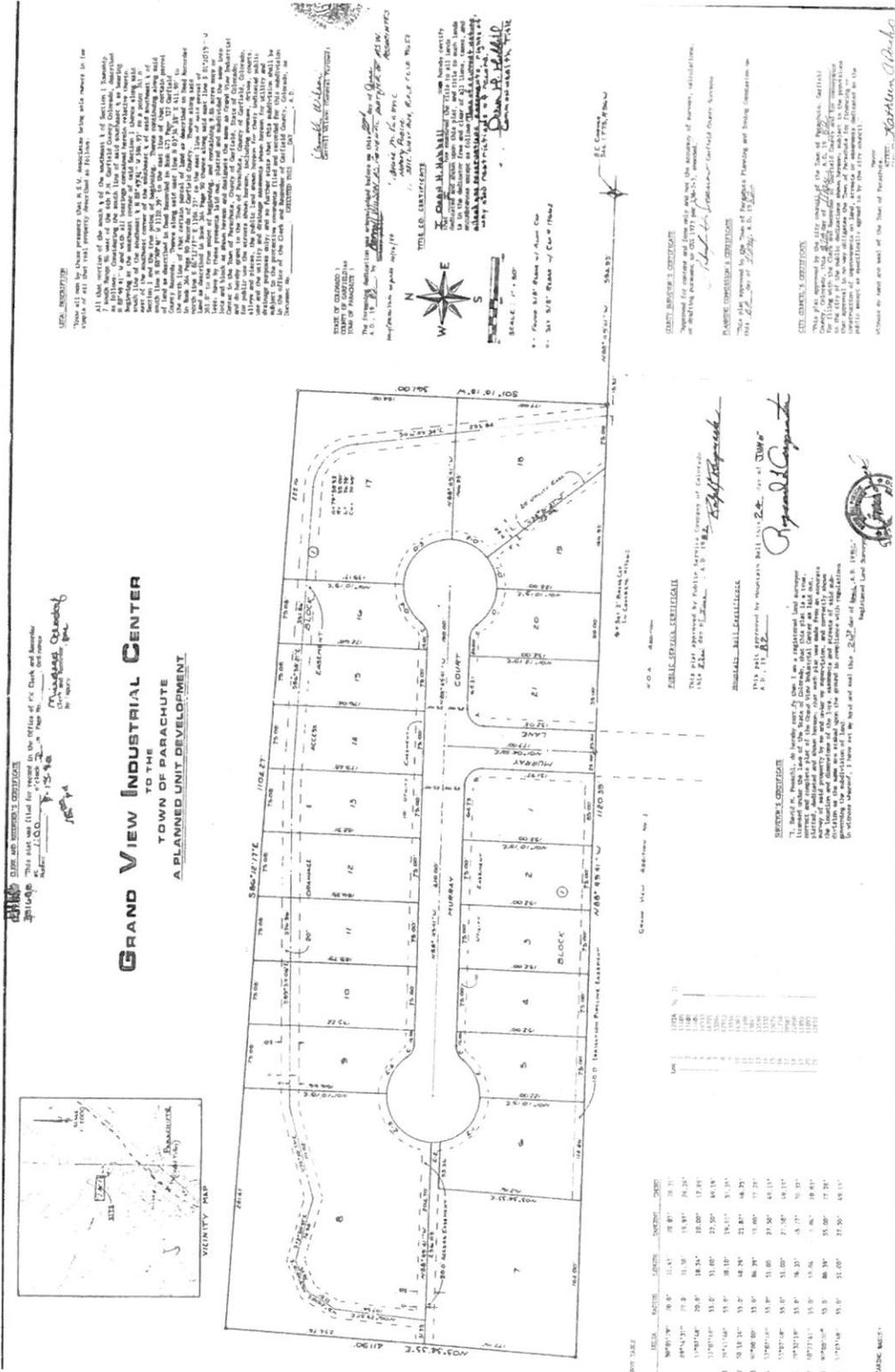
Several of the existing structures encroach on setbacks, cross lot lines and encroach on easements. These existing conditions and encroachments are shown on the Improvement Survey Plat.

The original August 26, 1982 Grand View Industrial Center Subdivision Improvements Agreement references "design and engineering plans prepared by Kruback Engineering dated April 21, 1982" that were "approved by the town's engineers". Infrastructure improvements have been constructed on the property and include water, sewer, streets, sidewalk and some drainage features. Town staff is not been able to locate these original engineering plans. Since 1982, the town of Parachute has issued various building permits for the property. Also, uses have occurred on the property some of which allegedly have been allowed by the town and others have occurred without objection from the town. Most of these uses are light industrial and/or offices associated with some of the uses. These characteristics and the long term project history have added a somewhat complex quality to the development review. On July 22, 2014 town staff and the applicants met to work through many of the project challenges and for the most part satisfactory solutions have been developed to the issues of PUD zoning, dimensional standards, nonconforming structures, screening, landscaping, site planning, drainage and other aspects of the development. The town and the applicant have worked hard to resolve these issues in order to move the project forward and create a viable development for the town of Parachute. Since the July 22 meeting, the applicant and the town have exchanged documents outlining the discussions at the meeting. The most recent communication on those discussions is a July 31, 2014 letter from Philip Vaughan. This letter was developed in response to staff comments on the applicants previous meeting notes. There are a number of points of agreement between the town and the applicant, but there remain some differences. A copy of Mr. Vaughan's July 31, 2014 letter is included with this report for your information. Staff will walk the planning commission through these issues at the meeting.

The applicants are requesting approval of a "Planned Unit Development Guide and Covenants, Conditions and Restrictions". The applicant's original submitted request for PUD zoning is

detailed in their application. That submittal included several requests to be exempt from some of the requirements in the Parachute land-use regulations including elimination of landscaping and screening. Subsequent to the July 22, 2014 meeting, the applicant is still requesting that they be exempt from screening and landscaping requirements for both existing historic uses (staff agrees with that request), but also they are asking that any new uses on the property not be required to screen or landscape. Staff does not support that request for new uses. The applicant previously requested the ability to continue occupation and use of structures that cross lot lines, encroach on easements and setbacks with future time frames to make corrections, but has agreed that a new subdivision plat will be filed in conjunction with this process that will bring these structures into compliance with setbacks, lot lines and easements. Further, the proposed PUD zoning text states that language and issues not addressed in the proposed PUD text are governed by the existing and/or future land-use regulations of the town of Parachute.

All of the lots in the PUD are owned by the developers and this helps to simplify the zoning request and corrections to the existing situation. As noted previously, the property is zoned PUD without described uses or dimensional standards, but in 2004 the town of Parachute zoned the property Light Industrial. The challenge for the staff and the applicant has been to develop a mutually acceptable list of uses and dimensional standards that are consistent with a light industrial classification for the property. This will allow the existing uses to continue in their current status. New uses that are established on the property will be required to conform to applicable provisions of the town of Parachute regulations and the proposed PUD zoning and dimensional requirements. As noted above, the applicant is asking that new uses be exempt from several town code requirements. All of these details will be discussed and reviewed at the upcoming meeting.



**GRAND VIEW INDUSTRIAL CENTER**  
 TOWN OF PARACHUTE  
 A PLANNED UNIT DEVELOPMENT

**LEGAL DESCRIPTION**  
 This plan was filed for record in the Office of the Clerk and Recorder of Grand County, Colorado, on this 13th day of August, 1982, by Western Slope Consulting, LLC.

**SECTION 1, CERTIFICATE**  
 This plan was approved by the Board of Directors of Grand County, Colorado, on this 13th day of August, 1982, and is hereby approved for recording.

**SECTION 2, CERTIFICATE**  
 This plan was approved by the Board of Directors of Grand County, Colorado, on this 13th day of August, 1982, and is hereby approved for recording.

**SECTION 3, CERTIFICATE**  
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**SECTION 10, CERTIFICATE**  
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**SECTION 11, CERTIFICATE**  
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**SECTION 12, CERTIFICATE**  
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**SECTION 13, CERTIFICATE**  
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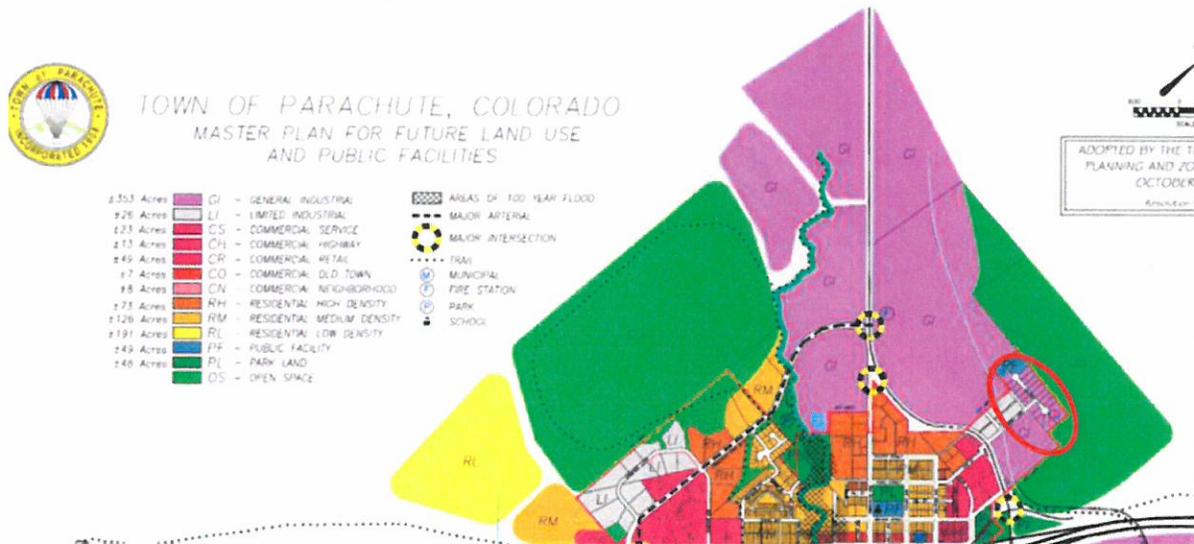
**SECTION 14, CERTIFICATE**  
 This plan was approved by the Board of Directors of Grand County, Colorado, on this 13th day of August, 1982, and is hereby approved for recording.

**SECTION 15, CERTIFICATE**  
 This plan was approved by the Board of Directors of Grand County, Colorado, on this 13th day of August, 1982, and is hereby approved for recording.

## II. Relationship to the Comprehensive Plan:

The applicant represents that the 1982 PUD conforms to the 2002 “Town of Parachute-Master Plan” and the application includes statements supporting their opinion. The 2002 Parachute Master Plan includes some information about future land-use, but does not provide much direction for this existing PUD. The map shown below is the Future Land Use Map in the Parachute Master Plan and shows the area as “General Industrial.”

### Comprehensive Plan Future Land Use Map



### Master Plan Section 7.0 - Master Plan-Land-Use Categories

**“Industrial General.** Intended for more intense manufacturing, natural gas industry development and distribution areas primarily at outside edges of current municipal limits. Adequate care must be undertaken in the design and development of such areas to ensure that polluting factors and truck or other traffic do not impact the residential and commercial centers of the community.”

**Staff Comment:** The subject property conforms to this designation. Some of the original requested uses such as “campgrounds and tree and flower nurseries were not compatible industrial uses, but the town and the applicant have corrected these items and developed a satisfactory list of uses.

### Master Plan Section 8.6 -New Industrial Areas, North Corridor County Rd. 215

**Goal:** Assure support an employment base supportable in a manner compatible with and complementary to the town.

#### Actions:

- Seek and encourage industrial manufacturing and service uses for the area.
- Assure that adequate town and utility facilities are available to the area.
- Establish appropriate access and traffic controls for the use and safety of public streets.
- **Assure proper surface drainage facilities and practices are maintained.**
- **Establish adequate visual and noise buffers around the area, including landscaping, fencing and use of building design.**
- Do not allow encroachment into the area by non-compatible uses.

**Staff Comment:** The proposed PUD zoning and development generally conforms to these provisions. The town engineer has noted that there are concerns about drainage in the project. In addition, federal and state drainage requirements have changed since 1982 and should be addressed through the development process. This development should “Assure proper surface drainage facilities and practices...” Although this is an existing platted property, the PUD should “establish adequate visual and noise buffers around the area, including landscaping, fencing and use of building design.” As noted previously, the town and the applicants have discussed solutions to these concerns. The existing uses on the property have been acceptable to the town for a number of years and therefore, the staff has proposed that they remain in their current configurations. Staff recommends that new uses in the PUD be required to comply with the landscaping, screening and site planning requirements identified in the 1982 Subdivision Improvements Agreement and the otherwise applicable town regulations. The applicant does not agree with this recommendation. The surrounding uses appear to be compatible with the proposed PUD. Consideration of this PUD is an opportunity to address visual and noise buffers. The applicant is requesting that existing uses be exempt from the landscaping requirements in the land-use regulations. As noted, the staff and the applicant agree that existing uses will be exempt, but the applicant disagrees with the staff’s position that new uses be subject to the screening and landscaping requirements. If new uses are exempt from this requirement, a revision to the approved 1982 Subdivision Improvements Agreement will be required.

### **III. Planning Staff Comments.**

#### *Planned Unit Developments.*

Part 3 of Title 15-Article 3, Section 15.03.300 “Planned Unit Developments” spells out the requirements for PUD’s and the current regulations. PUD’s are intended to encourage efficient use of land, public services, promote high-quality developments that implement the policies of the Parachute Plan and ensure that development is compatible with the town and adjacent uses. Among other things, PUD’s must have an appropriate relationship to surrounding areas, have an adequate internal street system, provide adequate parking, provide common open space, provide for adequate fire protection, and provide a minimum of 15% of the total area within the boundaries of any PUD as usable & accessible common open space. The Board of Trustees have the option to reduce open space requirements “if it finds that such decrease is warranted by the design of the PUD and amenities and features incorporated into the PUD plan as well as the needs of residents of the PUD for common open space is otherwise satisfied in the PUD and the surrounding area.”

**Staff Comment:** Again, this project is an older 1982 PUD and exists with a number of deficiencies from the past. The applicant is submitting this proposal, in part, to remedy some of these deficiencies. The town has also been involved with creating some of the problems in the PUD. For example, building permits have been issued for structures that encroach upon or across lot lines. The PUD has no defined uses or dimensional standards, but uses have been permitted on the property. It is not clear what zoning classifications were considered when these permits were issued. Nonetheless, this land use submittal is the opportunity for the town to work with the applicant to create a viable development for both the property owner and the town. This is an important opportunity for the town to work with the applicant to address problems in the project. As noted previously, these problems include structures encroaching on lot lines, setbacks, easements; drainage issues; screening/landscaping and other challenges. The applicant in their most recent July 31, 2014 correspondence agrees that they will file a revised subdivision plat to remedy the structures across lot lines, setback encroachments and easement encroachments. As noted previously, staff recommends compliance with applicable code requirements and the terms of the approved 1982 Subdivision Improvements Agreement for new uses.

*Section 15.03.380 Previously Approved Planned Unit Developments.*

As the town engineer has identified, this code language was developed by the Board of Trustees because “The town is burdened by number of Planned Unit Developments which were approved in most cases more than 20 years ago, and approvals for which have in most cases expired.” The regulations note that “some of these Planned Unit Developments are unbuilt, some have infrastructure completed, and some have begun development. Some of these Planned Unit Developments have no underlying prescriptive zoning district which the PUD development documents were intended to modify. This situation has caused uncertainty and made it difficult for the owners of the properties to develop them and put the land to productive use.”

**Section 15.03.380 (C)** more specifically addresses this development. “Any Planned Unit Development approved prior to September 30, 2005 and partially developed prior to that date, may continue and complete such development under the terms and conditions of approval for that Planned Unit Development; subject, however, to the provision that any modifications to that Planned Unit Development shall require review and approval under the present requirements of this code and further provided that any requirements or uses unspecified in the original Planned Unit Development shall be specified by the town of Parachute in accordance with the provisions of the most appropriate town zone district consistent with the purpose of the original Planned Unit Development.”

**Staff Comment:** This PUD is an example of one of those older projects. In the case of the Grand View Industrial Center PUD, it has been developed with roads, water, sewer and other infrastructure, but there are no described PUD uses. As noted above, this project can continue and be completed, but it must be under the provisions of the current regulations. In addition, uses “shall be specified by the town of Parachute in accordance with the provisions of the most appropriate town zone district consistent with the purpose of the original Planned Unit Development.” In the case of this project, the most appropriate town zone district comparison is a hybrid of **Light Industrial** and **General Industrial**. The town and the applicant have been working to develop acceptable PUD uses which are consistent with the industrial designations.

**Comments on Uses.**

The following staff prepared table compares the Light Industrial and General Industrial use tables with the applicant’s proposed PUD use table and includes staff recommended uses. The applicant’s initial application proposed PUD use table liberalized the existing zoning categories by making all uses a “permitted use”. The applicant’s proposal is to use the property for both heavy industrial and lighter industrial activities. The town’s zoning classifications separate heavy industrial uses from light industrial uses and in some cases even in these categories some use activities are identified for Special Review. The special review use process is intended to give the town an opportunity to evaluate whether a particular use is appropriate in a specific setting. This procedure gives the public an opportunity to attend a hearing and give input about uses. The difference between the light industrial and general industrial classifications is based upon the potential impact. It is generally not a good idea to mix of uses that encourage access by nonindustrial users in a location where moderate to heavy industrial activities taking place. For example, a campground (whether used by tourists or oilfield workers) is generally incompatible with heavy truck traffic, truck/equipment repair or similar uses that generate noise, exhaust and other activities that conflict with campground use. These activities could be considered through a special review process, so they can be evaluated on a site-specific basis and conditions could be imposed to address public safety. As a note, the applicant agreed at the July 22, 2014 meeting to eliminate “campground” as a use in the PUD. The staff and the applicant worked through the table of uses and dimensional standards to ensure that they were a good fit for this industrial type PUD and at the same time meet the needs of the applicant and address the town’s concerns. The

following table includes a column of staff recommended uses for this PUD to be considered by the Planning Commission. Please note the changes that came out of the July 22 meeting in the Staff Revised Recommended Use Table. The original designation is identified with a text strike through and the new language is inserted. Again, the applicant is requesting that screening and landscaping requirements not apply to any uses (old or new) in the PUD. If this change is permitted, the 1982 Subdivision Improvements Agreement must be amended.

<b>Use Category</b>	<b>Light Industrial</b>	<b>General Industrial</b>	<b>Applicant's Revised PUD Zoning</b>	<b>Staff Revised Recommended Use Table</b>
Truck or Car Wash	P	P	P	P
Campgrounds	Not Allowed	Not Allowed	Not allowed <del>P</del>	Not Allowed
Commercial Parking Lots or Garages	S	S	P	S P - Subject to applicable screening and landscaping requirements
Contractors (Carpentry, Machine, Electrical, Plumbing) Shops	P	P	P	P
Contractor's Yards-Heavy Equipment	P	P	P	P
Equipment (Heavy Equipment) Sales and Service and Storage	S	S	P	P
Laundry-Commercial	S	P	P	P
Manufacturing, Fabrication and Assembly Operations or Industrial Uses	S	P	P	P
Mixed-Use Commercial Uses and Multiple Commercial Uses in the Same Building or on the Same Lot	P	P	P	P
Mixed Industrial Uses and Multiple Uses in the Same Building or on the Same Lot	S	S	P	P
Natural Gas Production, Transmission, Storage and Warehousing	P	P	P	P
Offices for the Conduct of a Business or Profession	P	P	P	P

Use Category	Light Industrial	General Industrial	Applicant's Revised PUD Zoning	Staff Revised Recommended Use Table
Oil/Petroleum Product Production, Transmission, Warehousing and Storage	P	P	P	P
Open Sales Yards	P	P	P	P
Outside Storage	S	S	P	§ P - Subject to applicable screening and landscaping requirements
Paint and Body Shops	S	S	P	§ P - Subject to applicable screening and landscaping requirements
Personal Storage Units	S	Not Allowed	P	§ P
Printing and Bookbinding-Commercial	S	Not Allowed	P	§ P
Recreational Vehicle (Motorized) Sales and	P	S	P	§ P
Research and Development Facility/Laboratory	S	S	P	S
Wholesale Tree and Flower Nurseries	Not Listed	Not Listed	P	Not Allowed P
Vehicle Fueling Facilities	S	S	P	§ P - Subject to site plan review & applicable screening and landscaping requirements
Vehicle (Automobiles and Trucks) Repair	S	P	P	P
Vehicle Sales and Service	S	S	P	S
Veterinary Clinics or Hospitals with or without Kennels	S	Not Allowed	P	Not Allowed S
Warehouses	S	P	P	P
Wholesale Distribution Centers	P	P	P	P
Wholesale Sales Establishments	P	P	P	P

Use Category	Light Industrial	General Industrial	Applicant's Revised PUD Zoning	Staff Revised Recommended Use Table
Wholesaling Distribution and Storage	S	P	P	P
Uses Not Identified	S	S	Not Allowed	S

**The following additional limitations apply to the Industrial Zone District.**

All uses permitted in the Industrial Zone District are subject to the following limitations:

- (1) All permitted uses shall be operated primarily within an enclosed structure. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply in the PUD to existing or new uses.)**
- (2) Dust, fumes, odors, refuse matter, smoke, vapor, noise, light and vibrations shall be confined to the premises of the lot upon which such use is located.
- (3) Travel and parking portions of the lot shall be surfaced with asphalt, concrete, compressed gravel or equivalent surfacing material.
- (4) Outdoor storage areas shall be concealed from view from abutting streets and highways, and from adjoining residential zone districts or residences. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply in the PUD to existing or new uses.)**
4. The total building area of all mixed-use commercial uses or multiple commercial uses in the same building must conform to the provisions of these land use regulations in terms of building height, setbacks, parking requirements, uses and any other provisions of these regulations and the *Town of Parachute Municipal Code*.
5. Industrial uses shall also subject to the provisions of §15.03.197

**Section 15.03.197 General Requirements for All Businesses, Commercial and Industrial Uses are specified below and should be addressed as part of this PUD.**

- (a) All service, fabrication and repair operations shall be conducted within a building. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply in the PUD to existing or new uses.)**
- (b) All outdoor storage, trash receptacles and activities associated with permitted uses shall be entirely enclosed by building walls or by a solid masonry wall not less than seven (7) feet in height located at the front setback line. On all other property lines said uses shall be enclosed by buildings, solid masonry walls, vine covered chain-link fences, or uniformly compact evergreen hedges, continuously maintained and not less than seven (7) feet in height. Items stored within one hundred (100) feet of a dedicated street or residential zone shall not be stacked higher than six (6) feet. Screen landscaping, fences and walls to enclose storage areas between adjoining industrial side and/or rear property lines may be deleted by mutual agreement of the property owners involved and the Town. Temporary unloading of railroad car material and equipment shall be exempt from screening provided the material and equipment is or will be relocated to permanent storage appropriately screened or to the field within fifteen (15) calendar days from off-loading. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply in the PUD to existing or new uses.)**

- (c) All applicable environmental standards of the State of Colorado or the United States government shall be complied with at all times.
- (d) All business, commercial and industrial facilities adjacent to residential uses shall be screened from the residential use with landscaping and fencing of a minimum height of six (6) feet subject to review and approval of the Town Administrator. No side or rear yards required except where adjoining a residential zone, the side and rear yard(s) shall be a minimum of one hundred (100) feet. Said yards may be used for parking, loading, and accessways. A solid masonry wall not less than seven (7) feet in height shall be installed along the property line abutting the residential zone. **(There are no adjacent residential uses, so this does not apply. The applicant is requesting that this provision not apply to existing or new uses.)**
- (e) Where the Industrial Zone Districts fronts, sides, or rears on any arterial street, or a local street which is a boundary with a residential zone, there shall be a yard abutting said arterial street or local street of not less than fifty (50) feet. The twenty (20) feet nearest the street shall be landscaped and maintained. The remainder may be used for parking. **(There are no adjacent residential uses, so this does not apply. The applicant is requesting that this provision not apply to existing or new uses.)**
- (f) Where the Industrial Zone Districts fronts, sides or rears on a local street which is not a boundary with a residential zone, there shall be a yard of not less than ten (10) feet abutting said street. **(This is addressed in the PUD dimensional standards. The applicant is requesting that this provision not apply to existing or new uses.)**
- (g) In all front yards, the equivalent of one (1) tree per thirty (30) lineal feet of interior property line shall be provided; in all rear and side yards, visible from adjacent streets or residential neighborhoods, one (1) tree for each thirty (30) lineal feet of combined rear and side interior property lines shall be planted in either a lineal or grouped manner. In addition, a five (5) foot, net (clear of curb), interior property line landscaped strip shall be provided. This landscaping shall be continuous along all interior property lines. Landscaping shall be held back from the property line or intersection with driveways or streets so as not to hinder traffic visibility. **(There are no adjacent residential uses. These requirements would apply to new uses in the PUD. The applicant is requesting that this provision not apply to existing or new uses.)**
- (h) All yards between the public street curbing and the property line are to be professionally landscaped and maintained with drought tolerant landscaping, incorporating native shrubs and trees. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply to existing or new uses.)**
- (i) All unpaved or undeveloped areas of a site for which a development application has not been submitted, shall be planted with a ground cover and/or shrub material as a condition of project approval. Undeveloped areas which are proposed for future expansion shall be kept in a weed free condition. **(The applicant is requesting that this provision not apply to existing or new uses.)**
- (j) Property owners shall maintain all structures, including buildings, paved areas, accessory buildings and signs in the manner required to protect the health and safety of users. **(The applicant is requesting that this provision not apply to existing or new uses.)**
- (k) Parking lot lighting fixtures are to have an overall maximum height that is consistent with the height of the buildings themselves. Walkway lighting fixtures are to have an overall maximum height of fourteen feet (14').
- (l) Cut-off exterior light fixtures and their location shall be submitted on a plan for review.

- (m) Security lighting fixtures are not to project above the fascia or parapet of the building and are to be shielded or recessed in the building walls to provide cut-off at the property line.
- (n) The storage of combustible materials shall be not less than twenty feet (20') from any interior lot line, and a roadway shall be provided, graded, surfaced, and maintained from the street to the rear of the property to permit free access of fire trucks at any time. **(The applicant is requesting that this provision not apply to existing or new uses.)**
- (o) No materials or wastes shall be deposited upon a subject lot in such form or manner that they may be transferred off the lot by natural causes or forces. All waste materials shall be stored in an enclosed area and shall be accessible to service vehicles.
- (p) Wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored only in closed containers in required enclosures.
- (q) Trash enclosure location shall be subject to the approval of the Building and Planning Department. Trash enclosure shall be of masonry construction or approved alternate material. **(The applicant did not offer feedback on this requirement).**

**Staff Comment:** staff supports the concept of establishing PUD zoning for this project to allow it to move forward. In doing so, it is important to uphold the standards specified in the land-use regulations to ensure “high quality development” and not to waive standards that are otherwise required of other development in the town of Parachute. Industrial development offers benefits to the community in terms of jobs, tax revenues and community/area needs, but at the same time it can have significant adverse impacts visually, noise generation, and other factors that are addressed by section 15.03.197.

**Staff Comments on Dimensional Standards.**

**The following is a comparative table showing dimensional standards for light industrial, general industrial, the applicants request and the staff recommended standards.**

Dimensional Standards	LI	GI	Applicant Requested	Staff Recommended
Minimum Lot Size	6,000 square feet	20,000 square feet	6,000 square feet	6,000 square feet
Minimum Lot Width	60 feet/160 feet when adj to Residential, School, or Park	60 feet/160 feet when adj to Residential, School, or Park	25	50 - Minimum lot width on cul-de-sacs will be measured on the radius of the curve.
Minimum Lot Depth	100 feet/200 feet when adjacent to Residential, School, or Park	100 feet/200 feet when adjacent to Residential, School, or Park	100	100
Maximum Lot Coverage	50%	50%	75%	75%
Maximum Floor Area Ratio	1:1	2:1	None	1.5:1
Maximum Building Height	35 feet	35 feet	35 feet	35 feet

Minimum Building Setbacks:				
Front Yard Local Streets:	20 feet	20 feet	20 feet	20 feet
Rear Yard	20 feet	20 feet	10 feet	10 feet
Side Yard:	20 feet	20 feet	0 feet	10 feet

**Staff Comment:** The staff recommended dimensional standards are based upon general consistency with the existing dimensional standards in the regulations along with alternatives that allow more flexibility and consider the applicants requests but do not undermine the intent of the zoning regulations. These standards were revised based upon mutual agreement between the applicant and the town staff.

### Nonconforming Structures

The applicant originally proposed that the “pre-existing uses” be allowed to continue. The existing nonconformities are not “uses” but rather they are structures that have been built over lot lines, into easements and setbacks. The applicant originally proposed the following remedies and time frames to correct these issues. However, the applicant in their July 31, 2014 letter agrees to “submit a revised plat that makes these lot line corrections...” Staff feels this is the best way to remedy these nonconformities.

**Lots 2 and 3- Dimension:** 24.2’ x 72.4’ - Modular building.

This structure will be allowed to continue occupation and operation until February 1, 2018. At this time, the property owner will be required to bring the structure in conformance to meet all applicable setbacks within the Grand View Industrial Center PUD.

**Lots 15, 16, and 17- Dimension:** 51.8’ x 146.7’ - 8 bay shop with offices.

The property owner is required to dissolve the lot line between lots 15 and 16 and adjust the lot line between lots 16 and 17 in an easterly direction to meet all building setback requirements of the Grand View Industrial Center PUD. The application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

**Lots 18 and 19- Dimension:** 34.3’ x 94.2’ - Single Story Wood Frame building with a 16.3’ x 45.6’ addition at the Southwestern elevation.

The property owner is required to adjust the lot line between lots 18 and 19 in an easterly direction to meet all building setback requirements of the Grand View Industrial Center PUD. Additionally, a new 20’ Utility Easement will be granted by the property owner for a future Town of Parachute water line. Language will be incorporated into this new utility easement to note that the existing 20’ Utility Easement will be abandoned upon relocation of the water line by the Town of Parachute. The application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

**Lots 17 and 18- Dimension:** 14'x14' Shed.

The property owner will be required to bring the structure in conformance to meet all applicable setbacks within the Grand View Industrial Center PUD and will apply for any necessary building permits from the Town of Parachute. The building permit application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

**Staff Comment:** The staff and the applicant agreed that the time to make these corrections is during this land-use review process. Both parties agree that the best option is to re-plot the subdivision and record a revised final plat in conjunction with this PUD request. The majority of the work and costs associated with developing a new plat were recently paid with the improvement survey completed for the PUD submittal. The alternative of individual boundary adjustments and/or lot line eliminations would require several separate submittals and recordation of several plats that would be more complex, costly and could cause future difficulties. As noted previously, the boundary line adjustments on a new plat will eliminate boundary lines that run through existing structures and to relocate boundaries where structures encroach upon setbacks.

**Other Staff Comments:**

1. **Covenants** - The covenants should be subject to review by the Town attorney and staff to ensure that they are consistent with the approved PUD documents. Although the Town does not assume the responsibilities of covenant enforcement, there may be sections to which the Town should be a third party beneficiary with the right but not the obligation to enforce the terms of those sections. The town staff will work with the applicant on those items to which the town proposes to be a third-party beneficiary.
2. **Utilities** - The town engineer and utility department should review the existing utility infrastructure to ensure functionality and determine whether the water line lies underneath the existing building or not. Remedies to this situation have been discussed previously in this memorandum.
3. **Landscaping** - Detailed landscaping information should be submitted with the each new building permit that includes landscaping plans that conform to the town of Parachute landscaping requirements and identify tree/shrub/vegetation species, size, placement, irrigation, guarantee of survival and similar information. As noted previously and in the applicant's July 31, 2014 letter, they do not want these provisions to apply to this PUD.
4. **PUD Amendments** - The Parachute regulations do not address PUD amendments and the only procedure for amending PUDs is to resubmit an application in conformance with the entire PUD application section. Parachute should consider amending their PUD regulations to allow for modifications through an administrative, minor and major PUD amendment process. This would allow minor additions or modifications to the text to be handled as administrative or minor modifications and any significant changes as a major amendment. This is particularly important with PUDs that will be developed over a long period of time. It is very likely that minor changes would need to be considered and it is unnecessary and inefficient to require re-submittal of an entire application. Addition of this language to the municipal regulations would be a separate action initiated by the town of parachute at a future time.

**IV. Review Agency Comments.**

**Engineers** - Town Engineer Mark Austin delivered a July 28, 2014 letter about the Grand View Industrial PUD with a number of comments and photographs about issues related to the project. He adequately covered the engineering issues related to this project and he has a much longer history and understanding of this PUD. It is not my intent to be redundant about his comments. Please review his letter.

**Public Works** – No written comments were received, but the public works staff has been involved with discussions with the applicant on the submittal.

**Fire Department.** No written comments were received.

**Police Department.** No written comments were received.

**VI. Planning Commission Recommendation:**

The Parachute Planning Commission will consider the application at their August 11, 2014 special meeting. Staff recommends **CONDITIONAL APPROVAL** of the Grand View Industrial Center Planned Unit Development with the following conditions.

1. The PUD zoning use table shall conform with the staff recommended use schedule or the use schedule as recommended for modification by the Planning Commission and approved by the Board of Trustees
2. The applicant will work with the staff to develop PUD zoning text definitions for terms that are not defined.
3. The PUD dimensional standards table shall conform to the staff recommended dimensional table or the dimensional standards table as recommended by the Planning Commission and approved by the Board of Trustees.
4. Nonconforming structures that cross lot lines, encroach on easements, setbacks and are otherwise nonconforming shall be brought into conformance by eliminating or moving lot lines through submission of an amended subdivision plat.
5. Written comments should be solicited from Parachute Public Works, Utilities, Police Department and Fire Department about the proposed PUD prior to the Trustees meeting.
6. The covenants shall be subject to review by the Town attorney and staff to ensure that they are consistent with the approved PUD documents and include language providing for the Town's right but not obligation to enforce certain provisions.
7. Detailed landscaping and site plan information should be submitted with the each new use and building permit that includes screening and landscaping plans that conform to the town of Parachute landscaping requirements and/or the approved August 26, 1982 Grand View Industrial Center PUD Subdivision Improvements Agreement and include a guarantee of survival.
8. The existing uses within the PUD may continue in their current configuration and do not have to comply with the screening, landscaping or site plan requirements specified in the August 26, 1982 Subdivision Improvements Agreement, but new uses in the PUD shall be required to conform to those obligations.
9. All exterior lighting in the project shall utilize "dark sky" compliant cutoff fixtures.
10. The applicant shall comply with the recommendations made by the Town engineer and detailed in the July 28, 2014 letter from Austin Civil Group, Incorporated.

11. Any use or regulated activity that is not addressed and governed by the Grand View Industrial Center Planned Unit Development text that is otherwise addressed in the Parachute Municipal Code shall be governed by the Parachute Municipal Code.
12. The applicant and the town shall develop a PUD Development Agreement that details the uses, dimensional standards, requirements for existing and new uses, correction of nonconformities and the other issues identified in this staff memorandum and approved by the town of Parachute.
13. All representations of the applicant made in written application materials submitted to the Town and/or verbally at the Planning Commission or Trustees meetings shall be considered part of the application and be binding on the applicant.

**VI. Recommended Motion:**

The recommended motion on this request is as follows.

Motion to **APPROVE** the Grand View Industrial Center Planned Unit Development with the staff recommended conditions. (Any modifications or additional conditions made by the Planning Commission should be added to this motion).



July 31, 2014

Mr. Davis Farrar  
Contract Staff Planner-Town of Parachute  
Western Slope Consulting, LLC  
0165 Basalt Mountain Drive  
Carbondale, CO 81623

Dear Mr. Farrar,

We received your email reply dated 7/29/14 in reference to the 7/22/14 meeting between Clear Creek Ranch, LLC and the Town of Parachute regarding the Grand View Industrial Center PUD.

Please find below our replies to each of the comments.

**A. Redlined Document with comments as noted during the 7/22/14  
Clear Creek Ranch, LLC/Town of Parachute Meeting- With Parachute  
Staff Edits**

**1.a.-Page 4- PVCMI Comment #1 from the 7/22/14 meeting:**

*"1. Extensive discussion was had regarding the validity of the Grand View Industrial Center PUD. The attendees reviewed each of the documents provided in the 3 ring binder by Phil Vaughan. It was agreed upon by the attendees that the PUD was approved by the Town of Parachute in 1982. The PUD development plan and the PUD zoning was not recorded by the Town of Parachute. Phil Vaughan noted that the PUD has been operating for over 30 years and building permits have been issued by the Town of Parachute, thus some form of regulation of the PUD has been occurring by the Town of Parachute."*

b. Davis Farrar Reply: "It would be more accurate to state "... The PUD zoning was not recorded." It is not clear whether the responsibility for recording the documents was the applicants or the towns."

c. PVCMI Reply: We agree.

**2.a.-Page 6-** PVCMI Comment #6 from the 7/22/14 meeting:

*"6. Davis Farrar recommended that Clear Creek Ranch review the building permits to determine the building uses that each permit was issued for. Davis noted that the historic uses of the site such as truck parking, maintenance, offices, warehousing etc. are acceptable uses via the Town of Parachute. Davis noted that there will not be "red-tagging" by the Town of Parachute in regards to these historic uses."*

b. Davis Farrar Reply: "The sentence and the last sentence should be revised to state "existing historic uses". The discussion by town staff focused on "existing uses"."

c. PVCMI Reply: We understand the clarification.

**3.a.- Page 8-** Use category- "Commercial Parking Lots or Garages"

b. Davis Farrar Reply: "Davis Farrar has this item tagged as "evaluate" for keeping as a "special review use" or supporting the applicants request of "permitted"."

c. PVCMI Reply: Thank you for the clarification.

**4.a.- Page 8-** Use Category- "Open Sales Yards"

b. Davis Farrar Reply: "Davis Farrar's notes indicate that outside storage will be evaluated as a "permitted use" based upon some standard for screening as was discussed at the meeting. Standards for screening could include language such as "screened from view by a 6 foot tall person viewing the property from the centerline of the adjacent right-of-way." or something to that effect. As noted in the meeting, existing outside storage can remain as is. The comment on screening, also applies to the use of "paint and body shops"."

c. PVCMI Reply: Although screening and landscaping was discussed at the 7/22/14 meeting, Clear Creek Ranch, LLC does not agree with the Town of Parachute staff in regards to the requirement for screening and landscaping for new uses. Please see the email from Phil Vaughan to the meeting attendees dated 7/24/14. *"\*Please note that Clear Creek Ranch, LLC is not in agreement regarding the Town of Parachute Staff recommendation on screening and landscaping."*

**5.a.- Page 9-** Use Category- "Vehicle Sales and Service"

b. Davis Farrar Reply: "Davis noted that this use would be acceptable as a "permitted use" but will be subject to site plan review as noted in the original subdivision improvements agreement."

c. PVCMI Reply: Thank you for the clarification.

**6.a. Page 10-** Dimensional Standards- Minimum Lot width

b. Davis Farrar Reply: "This language could be clarified by stating "minimum lot width on cul-de-sacs shall be measured on the radius of the curve and not the cord of the arc.""

c. PVCMI Reply: Thank you for the clarification

**7.a. Page 10-** Dimensional Standards- Side Yard

b. Davis Farrar Reply: "The 10 foot side yard setback in this version is correct. The other document titled "Draft-PUD Zone District" incorrectly identified the side yard setback as 5 ft. The staff comment in that document states, Davis Farrar's notes say 10 foot side yard setback. The topic of discussion was that if the setback is less than 10 ft., then it is difficult or impossible to maintain the upper sections of a building wall and particularly if the wall is 35 ft. high."

c. PVCMI Reply: After further discussion with Clear Creek Ranch, LLC, we will agree with Town of Parachute Staff on the 10 foot side yard setback.

**8.a. Page 11-** PVCMI Comment #9 from the 7/22/14 meeting: "*9. Davis Farrar noted that the Town of Parachute has been accepting of this use during the history of the project. It is possible that new uses may require an enclosure.*"

b. Davis Farrar Reply: "This language should be reworded to state that "new uses will be subject to the screening requirements." As discussed in the meeting, language needs to be developed that clarifies the vantage point from which screening will be viewed. This could include language to the fact that "uses shall be screened from view when viewed from the centerline of the adjoining right-of-way by a person 6 ft. tall." or something like that."

c. PVCMI Reply: Although screening and landscaping was discussed at the 7/22/14 meeting, Clear Creek Ranch, LLC does not agree with the Town of Parachute staff in regards to the requirement for screening and landscaping for new uses. Please see the email from Phil Vaughan to the meeting attendees dated 7/24/14. "\*Please note that Clear Creek Ranch, LLC is not in agreement regarding the Town of Parachute Staff recommendation on screening and landscaping."

**9.a. Page 11-** PVCMI Comment #10 from the 7/22/14 meeting: *“10. Davis Farrar noted that screening requirements can be reasonable as full and complete screening of a site is not practical or possible. Davis also noted that landscaping requirements can also be prepared that are practical. Kamron Kracht noted that water availability for irrigation of landscaping is also a concern.”*

b. Davis Farrar Reply: “See the comment above in the sticky note regarding screening and points of view. Similarly, landscaping as identified in the 1982 subdivision improvements agreement remains valid for new uses on the property.”

c. PVCMI Reply: Although screening and landscaping was discussed at the 7/22/14 meeting, Clear Creek Ranch, LLC does not agree with the Town of Parachute staff in regards to the requirement for screening and landscaping for new uses. Please see the email from Phil Vaughan to the meeting attendees dated 7/24/14. *“\*Please note that Clear Creek Ranch, LLC is not in agreement regarding the Town of Parachute Staff recommendation on screening and landscaping.”*

**10.a. Page 12-** PVCMI Comment #11 from the 7/22/14 meeting: *“11. Phil Vaughan noted the inaccuracy in his statement above and revised this to “We request that staff recommended limitations 1 and 4 noted above not be included in the approval, with revisions to number 6 noted above.””*

b. Davis Farrar Reply: “This language is still confusing and should be reworked to clarify the discussion at the 7/22/14 meeting to ensure that both the applicant and the town are in agreement.”

c. PVCMI Reply: Please find below clarification language as requested.

Please find below Town of Parachute Land Use Regulations- 15.03.197- General Requirements for all Business, Commercial and Industrial Uses. This section highly regulates the long standing Grand View Industrial Center PUD by adding landscaping and setback requirements to the development.

We believe that the following sections within 15.03.197 should be revised accordingly for use in the Grand View Industrial Center PUD. Many of the items noted within this section have been clarified in the proposed PUD documents:

- ~~*(a) All service, fabrication and repair operations shall be conducted within a building.*~~
- ~~*(b) All outdoor storage, trash receptacles and activities associated with permitted uses shall be entirely enclosed by building walls or by a solid masonry wall not less than seven (7) feet in height located at the front setback line. On all other property lines said uses shall be enclosed by buildings, solid masonry walls,*~~

~~vine covered chain link fences, or uniformly compact evergreen hedges, continuously maintained and not less than seven (7) feet in height. Items stored within one hundred (100) feet of a dedicated street or residential zone shall not be stacked higher than six (6) feet. Screen landscaping, fences and walls to enclose storage areas between adjoining industrial side and/or rear property lines may be deleted by mutual agreement of the property owners involved and the Town. Temporary unloading of railroad ear material and equipment shall be exempt from screening provided the material and equipment is or will be relocated to permanent storage appropriately screened or to the field within fifteen (15) calendar days from off loading.~~

- (c) ~~All applicable environmental standards of the State of Colorado or the United States government shall be complied with at all times.~~
- (d) ~~All business, commercial and industrial facilities adjacent to residential uses shall be screened from the residential use with landscaping and fencing of a minimum height of six (6) feet subject to review and approval of the Town Administrator. No side or rear yards required except where adjoining a residential zone, the side and rear yard(s) shall be a minimum of one hundred (100) feet. Said yards may be used for parking, loading, and accessways. A solid masonry wall not less than seven (7) feet in height shall be installed along the property line abutting the residential zone.~~
- (e) ~~Where the Industrial Zone Districts fronts, sides, or rears on any arterial street, or a local street which is a boundary with a residential zone, there shall be a yard abutting said arterial street or local street of not less than fifty (50) feet. The twenty (20) feet nearest the street shall be landscaped and maintained. The remainder may be used for parking.~~
- (f) ~~Where the Industrial Zone Districts fronts, sides or rears on a local street which is not a boundary with a residential zone, there shall be a yard of not less than ten (10) feet abutting said street.~~
- (g) ~~In all front yards, the equivalent of one (1) tree per thirty (30) lineal feet of interior property line shall be provided; in all rear and side yards, visible from adjacent streets or residential neighborhoods, one (1) tree for each thirty (30) lineal feet of combined rear and side interior property lines shall be planted in either a lineal or grouped manner. In addition, a five (5) foot, net (clear of curb), interior property line landscaped strip shall be provided. This landscaping shall be continuous along all interior property lines. Landscaping shall be held back from the property line or intersection with driveways or streets so as not to hinder traffic visibility.~~

~~(h) All yards between the public street curbing and the property line are to be professional landscaped and maintained with drought tolerant landscaping, incorporating native shrubs and trees.~~

~~(i) All unpaved or undeveloped areas of a site for which a development application has not been submitted, shall be planted with a ground cover and/or shrub material as a condition of project approval. Undeveloped areas which are proposed for future expansion shall be kept in a weed free condition.~~

~~(j) Property owners shall maintain all structures, including buildings, paved areas, accessory buildings and signs in the manner required to protect the health and safety of users, occupants, and the general public. The property shall be deemed substandard when it displays evidences of a substantial number of dilapidated conditions.~~

(k) Parking lot lighting fixtures are to have an overall maximum height that is consistent with the height of the buildings themselves. Walkway lighting fixtures are to have an overall maximum height of fourteen (14) feet.

(l) Cut-off exterior light fixtures and their location shall be submitted on a plan for review.

(m) Security lighting fixtures are not to project above the fascia or parapet of the building and are to be shielded or recessed in the building walls to provide cut-off at that property line.

~~(n) The storage of combustible materials shall be not less than twenty (20) feet from any interior lot line, and a roadway shall be provided, graded, surfaced, and maintained from the street to the rear of the property to permit free access of fire trucks at any time.~~

(o) No materials or wastes shall be deposited upon a subject lot in such form or manner that they may be transferred off of the lot by natural causes or forces. All waste materials shall be stored in an enclosed area and shall be accessible to service vehicles.

(p) Wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise attractive to rodents or insects shall be stored only in closed containers in required enclosures.

**11.a. Page 14-** PVCMI Comment #11 from the 7/22/14 meeting: “13. Non-conforming structures- Davis Farrar encouraged Clear Creek Ranch, LLC to address the issues concerning lot lines and buildings during this process.”

b. Davis Farrar reply: “As noted in the comments in the CCR document, the town staff noted the following: the staff also urged the applicant to consider filing a revised plat for the project that would make all of these corrections on a single

document for recording. Staff noted that the vast majority of the work necessary to develop a new plat was recently completed with the improvement survey and the costs for a new plat should be reasonable. Individual boundary adjustments and/or lot line eliminations would require several separate submittals and recordation of several plats would be more complex, costly and could cause future difficulties. As a side note, Davis Farrar had a conversation with Michael Langhorne on another project and briefly noted that the Grandview Industrial Center may be looking at a re-plat to remedy various encroachments. When asked whether that would be an expensive proposition, Mr. Langhorne indicated that the cost would be relatively low.”

c. PVCMI Reply: We agree and will plan to submit a revised plat that make these lot line corrections to the Town of Parachute for an administrative review and recordation. Please see the email from Phil Vaughan to the meeting attendees dated 7/24/14. “\*Please note in documents 2 and 3 that Clear Creek Ranch, LLC has agreed to a number of staff recommendations including:

A. Maximum F.A.R.: 1.5:1

B. 5’ sideyard setback.

C. Lot line dissolution and consolidation”

**12.a. Page 19-** PVCMI Comments #30 and #31 from the 7/22/14 meeting:

b. Davis Farrar Reply: “It appears this should be comment 13 not comment 15.”

c. PVCMI Reply: Your comment is accurate.

**13.a. Page 23-** PVCMI Comments #41 from the 7/22/14 meeting: “41. *Davis Farrar noted that the town will review the architectural regulations for issuance of the Town of Parachute building permits, but will not take liability. Davis noted that this language should be incorporated in the CC&R’s.*”

b. Davis Farrar Reply: “As a courtesy, the town will request written approval from the ACA, but shall not be bound by ACA approvals or denials or assume liability for issuance of a building permit absent ACA approval or with an ACA denial. The ACA does not have the authority to require the town to withhold a building permit.”

c. PVCMI Reply: Thank you for the clarification.

**14.a. Page 24-** PVCMI Comments #45 from the 7/22/14 meeting: “45. *Davis Farrar encouraged Clear Creek Ranch, LLC to incorporate language into the CC&R’s noting that the Town is a 3<sup>rd</sup> party beneficiary regarding the drainage maintenance and has rights, but no obligations.*”

b. Davis Farrar Reply: “Davis Farrar stated that the town would review the CCRs to determine which sections to which they would want to be a third-party

beneficiary. In all cases, the town language would be something to the effect that "the town would be a third-party beneficiary with the right but not the obligation to enforce." This language should be clarified in these documents."

PVCMCI Reply: Please let us know of the Town's decision regarding which sections of the CC&R's that the Town would be a 3<sup>rd</sup> party beneficiary and we will review.

## **B. 07-22-14-GVIC-PUD-Town of Parachute-MtgNotes-w-attachments**

**Page 2-** Davis Farrar note: "At some point during the early discussion, Davis pointed out that the original SIA (August 26, 1982) included language about site plan review and landscaping. Book 607 Page 102 and other issues including water rights that remain obligations."

PVCMCI Reply: Our land use application documents are requesting an amendment and critical clarifications of the subdivision improvements agreements.

**Page 4-** Davis Farrar note: "See notes specific to the "Redlined Document". The redlined document submitted subsequent to the 7/22/14 meeting included a list of existing uses on the property developed by the applicant without participation by the town. See notes in this section of the redlined document for additional town comment. The existing uses on the property will be subject to review and acceptance by the town."

PVCMCI Reply: We have noted the existing uses on the property and have incorporated them into the documents submitted to the Town of Parachute on 7/24/14. It appears via the comment above that the Town does not agree with the existing uses noted in our documents. Please indicate which uses are not agreed to by the Town of Parachute.

## **C. 07-23-14- DRAFT- PUD Zone District- GVIC PUD**

PVCMCI Reply: All comments from Davis Farrar in this document have been replied to above. We look forward to receiving the staff report and will review and comment on this document.

## **D. 07-23-14-DRAFT-CCR-GVIC-PUD**

PVCMCI Reply: All comments from Davis Farrar in this document have been replied to above. We look forward to receiving the staff report and will review and comment on this document.

We look forward to the receipt of the new staff report by end of day 8/1/14 for our review and comment.

Please contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Philip B. Vaughan".

Philip B. Vaughan  
President  
Phil Vaughan Construction Management, Inc.  
970-625-5350

Attachments:

1. Redlined Document with comments as noted during the 7/22/14 Clear Creek Ranch, LLC/Town of Parachute Meeting- With Parachute Staff Edits Reception #331635- Grand View Industrial Center PUD.
2. 07-22-14-GVIC-PUD-Town of Parachute-MtgNotes-w-attachments
3. 07-23-14- DRAFT- PUD Zone District- GVIC PUD
4. 07-23-14-DRAFT-CCR-GVIC-PUD



## Austin Civil Group, Inc.

Land Planning ▪ Civil Engineering ▪ Development Services

July 30, 2014

Mr. Stuart McArthur, Town Administrator  
Town of Parachute  
P. O. Box 100  
Parachute, CO 81635

**Re: GRAND VIEW INDUSTRIAL PUD  
Development Application Review – REVISED COMMENTS**

Dear Mr. McArthur:

The purpose of this letter is to provide the Town of Parachute a review of the subject application and its compliance with the Town of Parachute Land Use Regulations. The subject application is marked as a "Planned Unit Development" (PUD) which I believe is intended to fulfill the requirements for a preliminary/final PUD application.

The applicant submitted the following documents as part of the application process:

- (1) Table of Contents
- (2) Land Use Application Form
- (3) Adjacent Property Owner Information
- (4) Mineral Rights Owners and Lessees of Subject Property
- (5) Garfield County Tax Certificates
- (6) Legal Description of application land area
- (7) Location Map
- (8) Deed of Trust
- (9) Certificate of Good Standing from State of Colorado for Clear Creek Ranch, LLC
- (10) Letter authorizing Phil Vaughn Construction Management to represent Clear Creek Ranch, LLC for the application;
- (11) Letter Dated May 23, 2014 from Phil Vaughn Construction Management, Inc. to Mr. Stuart McArthur describing the proposed application;
- (12) Improvements Survey of the proposed property;
- (13) Grand View Industrial Center P.U.D. Zone Districts document with redlines dated 7/23/14;
- (14) Declaration of covenants, conditions and restrictions for Grand View Industrial Center, P.U.D with redlines dated 7/23/14

In reviewing the applicant's submittal documents for this project, it appears this application is requesting to correct deficiencies with a 1982 PUD application that was approved by the Town of Parachute in 1982, modified in 1983, and again modified in 1992. According to the applicant's letter to Mr. McArthur, the planned unit development guide and covenants, conditions, and restrictions were not completed as part of the 1982 PUD application process.

123 north 7th Street ▪ suite 300 ▪ grand junction, colorado 81501 ▪ 970-242-7540 phone ▪ 970-255-1212 fax

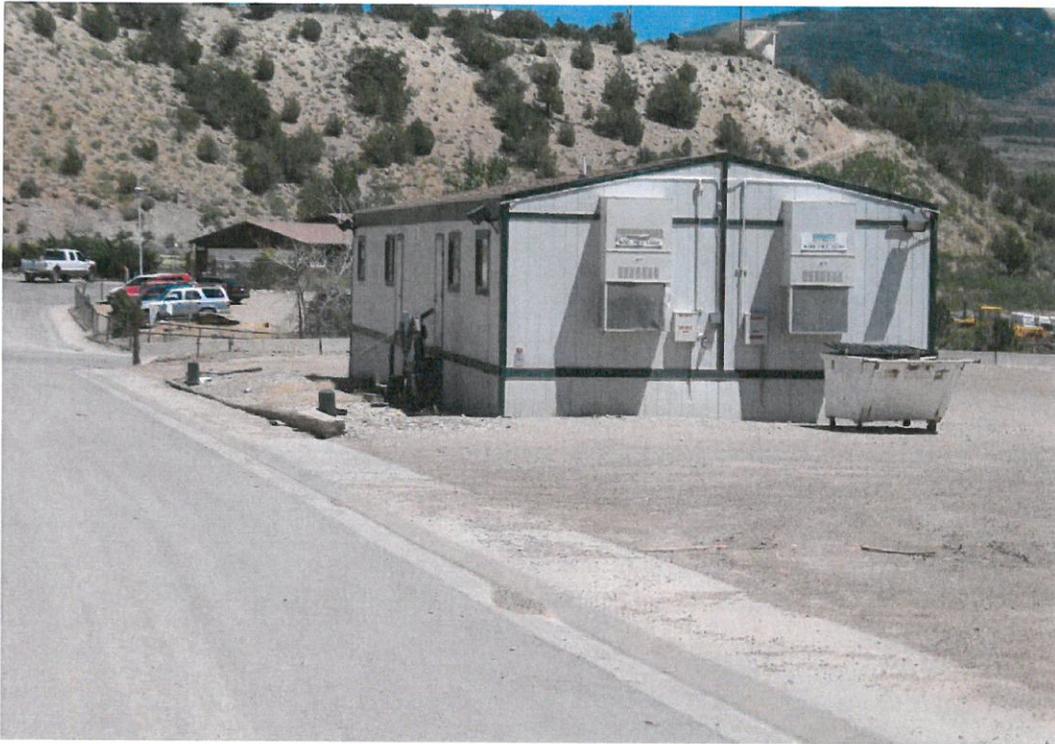
## **REVIEW OF APPLICANT'S SUBMITTALS**

The applicant provided an "Improvements Survey" map which does a good job of depicting the existing site conditions on the property, but this plan does not provide the information required for a Final Plan. The survey clearly points out several problems with improvements constructed on the site, including the following:

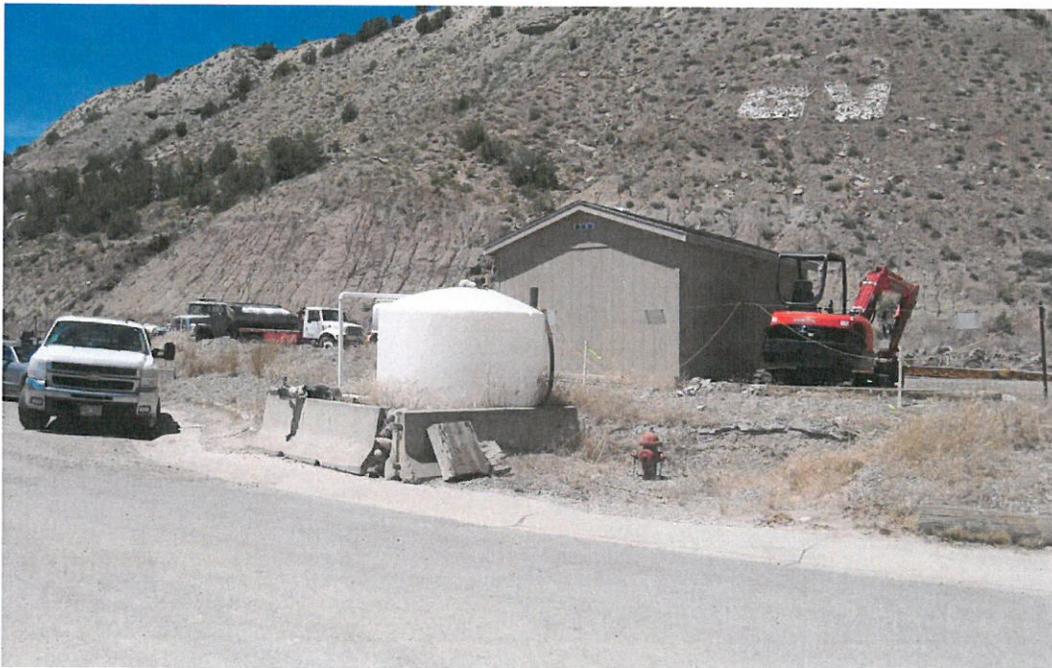
1. The irrigation ditch along the north side of the site is not located within the 20-ft drainage and Access Easement in several locations;
2. Several of the existing easements are only 10-ft in width which is not adequate to allow for maintenance and repair operations with trespassing onto private property;
3. An existing building is constructed over Lot lines for Lots 15, 16 and 17;
4. An existing building is constructed over Lot lines for Lots 18 and 19;
5. An existing building is constructed over Lot lines for Lots 2 and 3;
6. An existing building is constructed over the majority of a 20-ft utility easement which has a Town of Parachute water main that services these industrial properties or the Town's water main was not constructed within the 20-ft designated utility easement;
7. A building encroaches into the utility easement area on Lot 2 and Lot 3;
8. A pump shed is constructed in an drainage and access easement;
9. A shed encroaches over the Lot 17 and 18 lot lines;
10. The office trailer installed on Lot 1 of KOA Addition was not approved by the Town of Parachute;

My review comments on documents that I received in an email from Phil Vaughan dated 7-24-14. revised" the "Grand View Industrial Center PUD Zone Districts" document are listed below:

1. Part III, minimum lot size of 6,000 square feet is not realistic for a commercial / industrial lot that will require a building, parking, stormwater mitigation, parking, etc.
2. Part IV, Pre-Existing Uses A new subdivision plat will be needed to address building encroachments, utility easements, drainage easements and utility encroachments.
3. Part IV, Pre-Existing Uses. The descriptions provided are so broad and cover so many activities that a property owner would never have to come in for a site plan review.
4. Part IV, Pre-Existing Uses: Can you provide definitions for the uses that aren't defined in the Town's Land Use Code? For instance, I would not consider any of historic parking on the site as a commercial parking garage. In my experience, the parking/storage would be classified as outdoor storage.
5. Part IV, Pre-Existing Uses, Part (a) – Lots 2 and 3:
  - a. It's my understanding this building was never issued a building permit. Therefore it must go through a site plan review. This would include addressing the parking and drainage issues.



**Trailer Encroaching In Easement & Over Lot Lines – No Building Permit Issued**

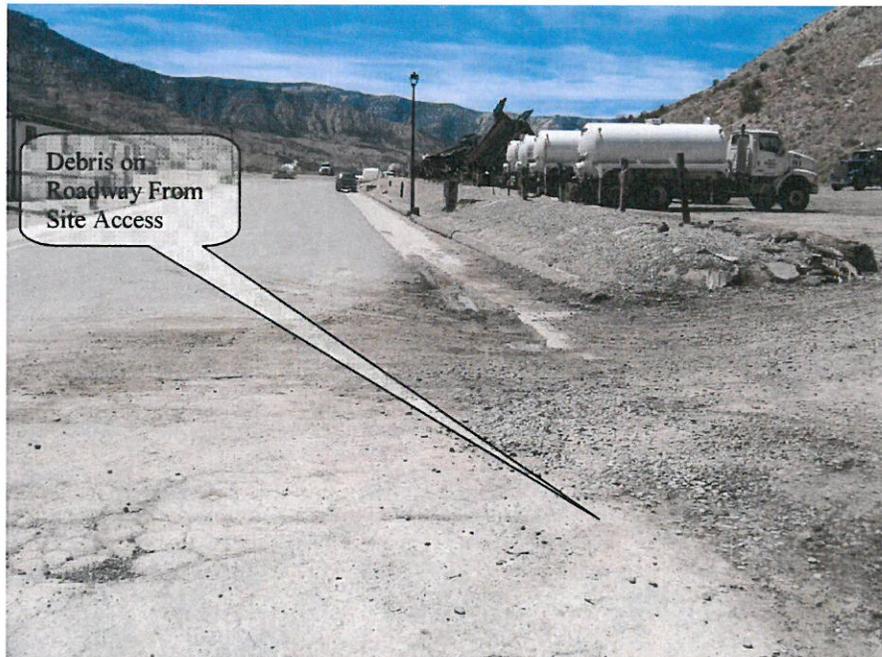


**Tanks/Equipment Constructed in Right-Of-Way**

6. Part VI, Exterior Surfacing states travel and parking areas may be of compressed gravel or equivalent. This is not acceptable because it results in increased damage to public curb, gutter, concrete and asphalt surfaces. In addition, it results in mud and debris being tracked onto the public roadways which again results in additional maintenance costs by the Town to clean and maintain streets.



**Murray Court Looking South with Mud Tracked Onto Road Surface**



**Truck Parking/ Storage Yard Access with Debris Onto Road Surface**

7. Part VII Town of Parachute Land Use Regulations: I would suggest removing the reference to *15.03.197-General Requirements for All Business* statement. The main reason is when this code gets revised, this reference may no longer be valid.
8. Water filling operations are currently occurring on Lot 8. Can you provide information that demonstrates this is a legal activity?

My review comments on the "Declaration of Covenants, Conditions, and Restrictions for Grand View Industrial Center PUD" document are listed below:

1. Page 3, Landscaping.. Currently, Lots 18 and 19 are pumping out of the Cornell Ditch to irrigate. How will the water rights be transferred to allow this to continue in the future when the lot is sold to another party?
2. Page 4, Article VI - There needs to be language stating that all sites will be required to comply with Town stormwater and site drainage requirements. Further, it is unclear how drainage is proposed to be handled on this project without trespassing onto adjacent properties.
3. Page 6, Article XI – Pre-Existing Uses. Descriptions are too broad.
4. Page 7, Amendments and Modification – This provision potentially allows a majority property owner to modify this entire document after the Town has reviewed and approved it.

## **RECOMMENDATIONS**

Based on my review of this Preliminary/Final PUD application, my recommendation to the Town Planning Commission and Town Board approve this proposal with the following conditions:

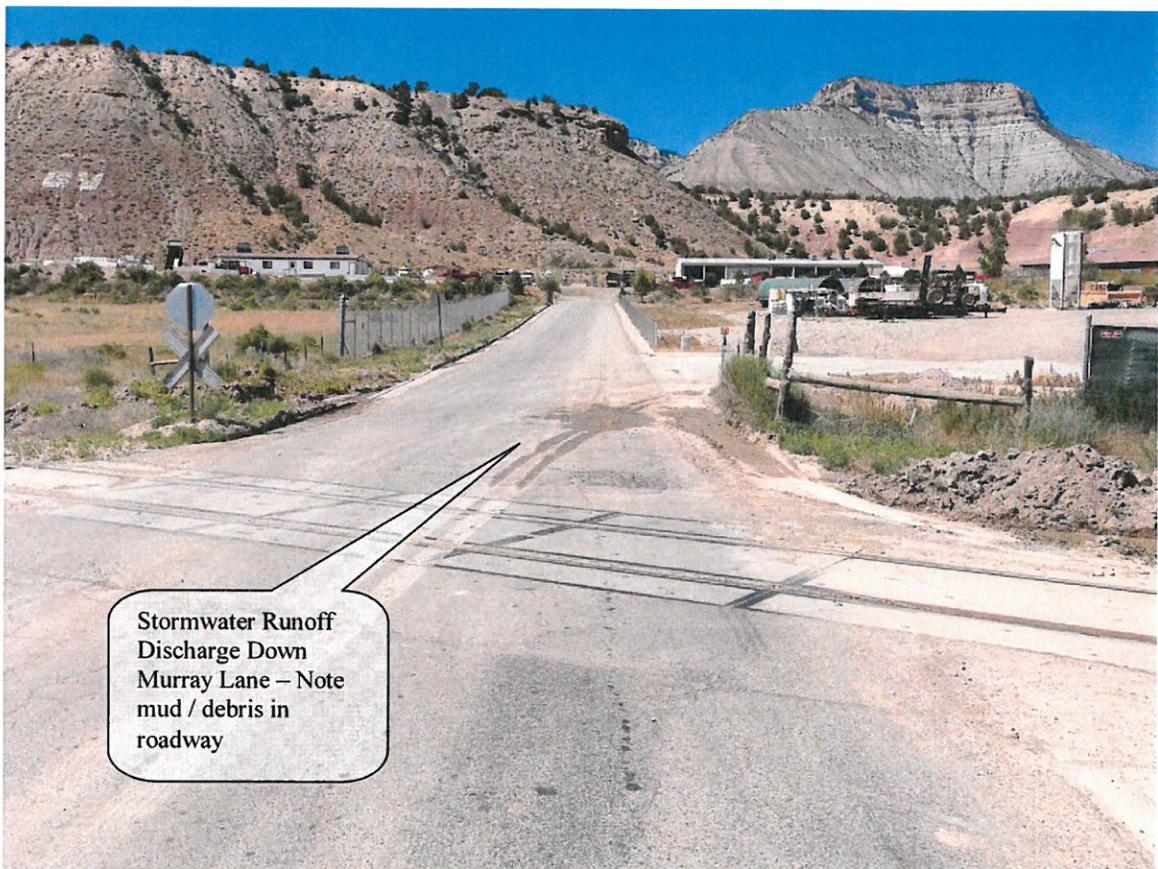
### **1. Grand View Industrial PUD Must Address Site Runoff for the entire Grand View Industrial PUD development.**

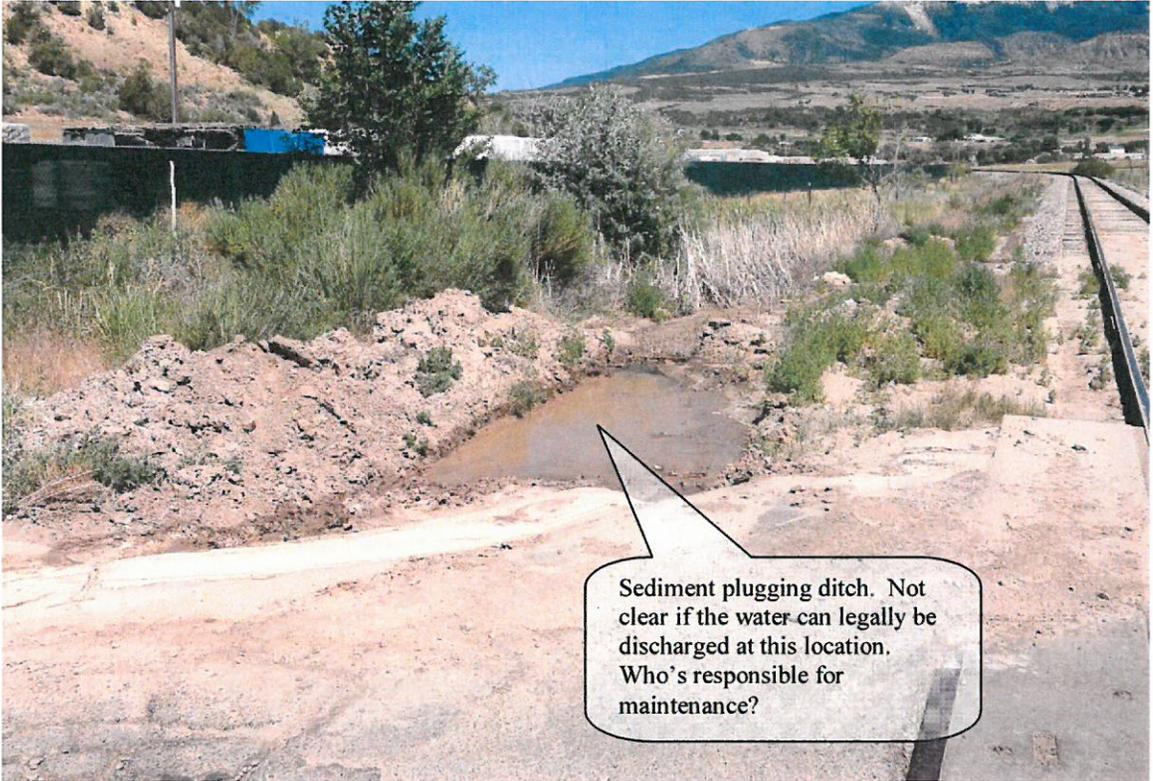
Drainage requirements in 2014 are significantly different than they were in 1982. The PUD needs to include drainage provisions to address the increased runoff impacts and define legal routes where water can be discharged off the property. Drainage problems were significant enough that in 1983, the revised SIA specifically included language that required the developer to address it.

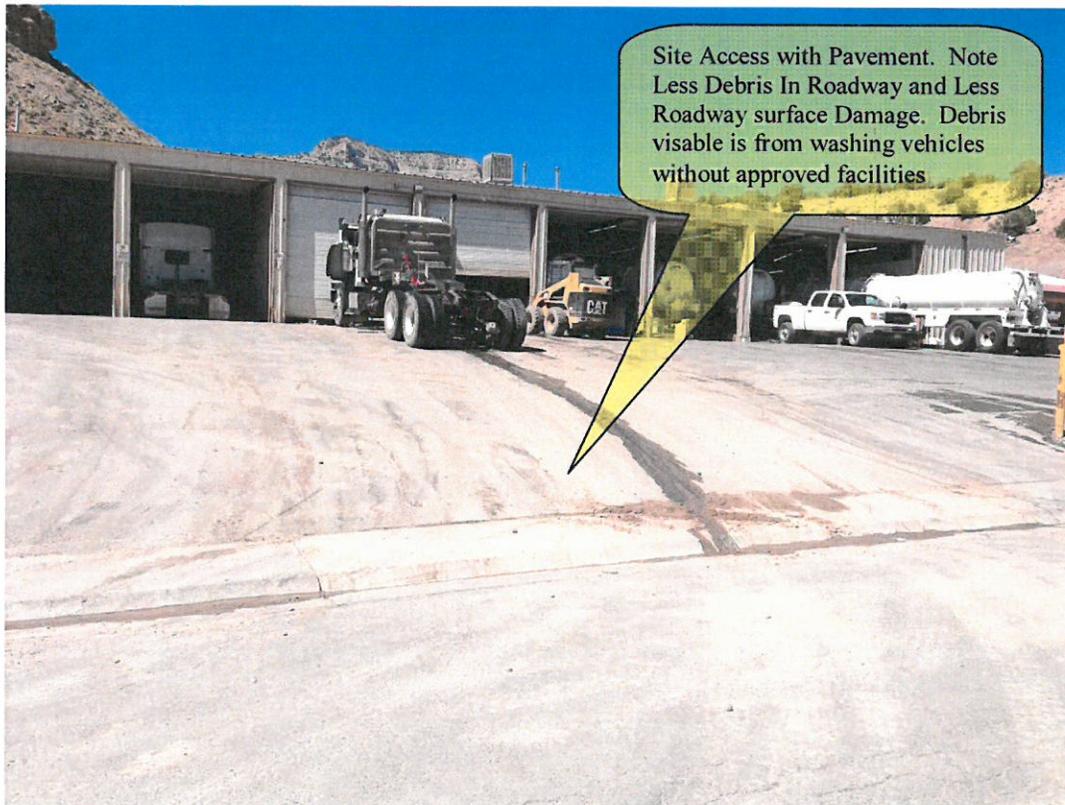
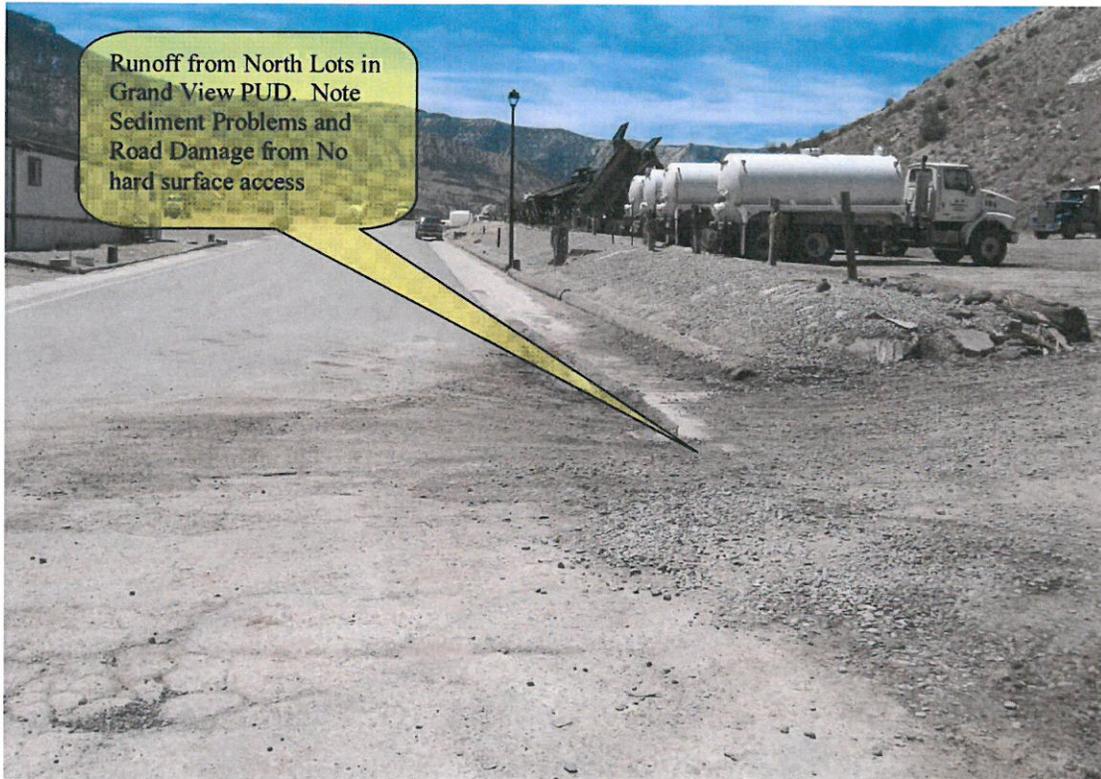
If this problem isn't addressed now, individual lot owners will be required to install drainage infrastructure on their individual lots. This will result in political conflicts with future lot owners when the Town requires each individual development to provide

these elements. The Town has an opportunity to correct these significant drainage problems now, while the property is all under one ownership. This requirement has been placed on all previous "redeveloped" PUD projects (Parachute Park PUD, Spring Lakes PUD) in that the developer was required to construct "regional" drainage facilities and infrastructure to address the runoff and water quality issues for the development. This will more than likely require modifications to lot lines, additional easements, etc. in order to complete this task.

One of the problems is all of the runoff from these lots currently drains into the public streets (Murray Court) and discharges down Murray Lane and causes major erosion problems at the railroad track crossing on Murray Lane. See the photos below:







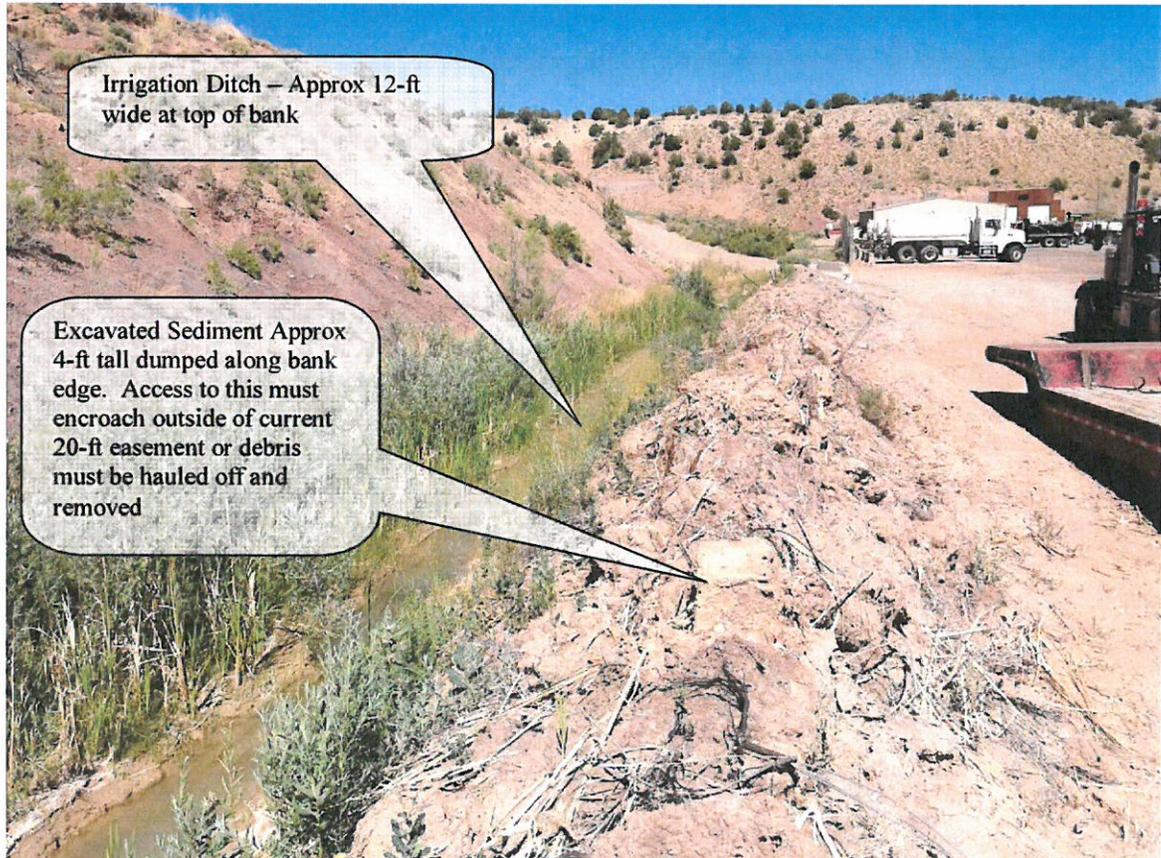
- 2. The PUD application needs to include a new subdivision plat that modifies property lines, drainage and irrigation easements, etc. to address existing non-confirming buildings and physical changes that have occurred on the property.**

This is important because burdening “future” property owners with the non-confirming problems will be significantly complicated once separate ownership of properties happens. At that point you may no longer have the ability to simply shift a lot line or adjust the location of an easement. It must be done now while all parcels are under the control of the applicant.

- 3. The PUD needs to address how maintenance of the irrigation ditch and site drainage will be accomplished once individual lots are sold and developed.**

This irrigation ditch has historically been maintained by the previous property owner. Therefore access and maintenance for irrigation ditch wasn't a problem. Once individual lots are sold and development occurs on the lots, access and historic cleaning practices of excavating the sediment and dumping it along the side of ditch will be a problem future owners will need to deal with. The best solution is to pipe the ditch.

See attached photos.



**4. The “existing” buildings that do not have building permits should be required to obtain permits. The existing building uses should also be defined and verified what sewer and water EQR’s have been used.**

In accordance with the original 1982 Subdivision Improvements Agreement, the original development of the project paid for “20 EQR’s” (Equivalent Single Family Home) and anything beyond that amount will have to be paid for by the specific lot owner. It’s somewhat unclear how many have been paid for and what EQR’s were paid. A good example is 1 single family home is equal to 1 EQR. A 1,822 SF office building is equal to 1.18 EQR’s. This is not only applicable for water, but also sewer.

The Town of Parachute also has contractual obligations to require “pre-treatment” of some sanitary sewer wastes. All Commercial and Industrial users are required to complete an industrial pretreatment application (Town Ordinance No 500). This is part of the contractual obligation we have with Battlement Mesa Metropolitan District.

In summary, this PUD application is another perfect example why the Town’s land use regulations were changed in 2005 to specifically discourage PUD’s.

Sincerely,



Mark Austin, P.E.  
President

## Phil Vaughan

---

**From:** Nanci Brown <nanci@sandslawoffice.com> on behalf of Ed Sands <ed@sandslawoffice.com>  
**Sent:** Friday, August 01, 2014 5:12 PM  
**To:** Phil Vaughan  
**Cc:** Davis Farrar; Stuart McArthur; 'Melody Massih'  
**Subject:** Grand View Industrial Center PUD  
  
**Importance:** High

Hello, Phil

I have reviewed the final version of the staff report from Davis Farrar. It appears that there are still some disagreements between the applicant and Town staff. Following the Planning Commission meeting, hopefully we will all be on the same page. I believe it will then be necessary for me to prepare a PUD Development Agreement. That Agreement will not need to duplicate the final version of the PUD Guide, but will need to lay out any future actions the applicant or the Town are expected to follow. One item will certainly be the replatting of the property. I believe it would be appropriate to require the applicant to submit an application for a replat of the development within 60 days from the date of the final approval of the PUD. Of course the purpose of this new plat will be to clear up problems with structures sitting on lot lines, violation of setback requirements, improvements constructed on the top of easements, etc.

I also believe it will be necessary pass an ordinance amending the Town's Zone District map by zoning your client's property as PUD and incorporating the PUD Guide in to that ordinance. I recognize that your client believes the property was already zoned PUD, but as you know, the Town's Official Zone District Map indicates the property is light industrial. Moreover, zoning in municipalities can only occur by ordinance. The Town cannot find any such ordinance. Merely recording a subdivision plat that is labeled PUD does not really change the zoning in my legal opinion. All of this can be cleared up by adopting a new ordinance expressly zoning the property PUD.

At the last Town Board meeting, I believe you indicated that you had arranged to publish a new public hearing notice for the next Town Board meeting regarding the PUD application. I would appreciate it if you could provide for my records a copy of the notice that you have published.

Finally, if you have any suggestions as to what items you believe should be contained in the Development Agreement, please let me know. Thanks.

Ed

**Edward P. Sands**  
**Parachute Town Attorney**  
**Sands Law Office, LLC**  
450 West Avenue, Suite 204  
Rifle, CO 81650  
Telephone: 970-625-1075  
Facsimile: 970-625-3989  
<mailto:ed@sandslawoffice.com>



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August 9, 2014

Mr. Stuart McArthur  
Town of Parachute Administrator  
P.O. Box 100  
222 Grand Valley Way  
Parachute, CO 81635

Mr. McArthur,

Please consider this letter and attachments confirmation of public noticing for the Grand View Industrial Center Planned Unit Development land use application for the following meetings:

Town of Parachute Planning Commission Meeting- 8/11/14  
Town of Parachute Board of Trustees Meeting- 8/14/14

Please find attached a copy of the public notice.

**15.01.106- Public Notice Requirements**

(a)- Adjacent property owners within 200' of the property at least 15 days in advance of hearing. July 27, 2014 deadline.

The certified mailing was sent on July 10, 2014. All receipts were returned.

Please find attached the following:

1. Listing of Adjacent Property Owners as provided in the land use application submittal
2. Certified Mail Receipts and returned certified mail "green cards"

(b)- Notice of hearing in the Rifle Citizen Telegram at least 15 days in advance of hearing. July 27, 2014 deadline

Please find attached the following:

1. Proof of Publication certified by the Publisher of the Rifle Citizen Telegram noting publication of the Public Notice on July 17, 2014 in the Rifle Citizen Telegram.

(c)- Notice of hearing to owners of the mineral estate not less than 30 days before the date scheduled for the first public hearing. July 12, 2014 deadline  
The certified mailing was sent on July 10, 2014. All receipts were returned.

Please find attached the following:

1. Listing of Adjacent Property Owners as provided in the land use application submittal
2. Certified Mail Receipts and returned certified mail "green cards"

(d)- Notice posted on the subject property at least 15 days in advance of the hearing. July 27, 2014 deadline. Posting occurred on July 15, 2014 at the intersection of County Road 215 and Murray Lane. An 11x17 copy of the Public Notice, canary color, was posted on the fence at this location, in clear view of County Road 215.

Please find attached the following:

1. Closeup photo of the posting
2. Photo of the posting from County Road 215

I, Philip B. Vaughan, do affirm that the attached public noticing documents were researched, prepared and submitted in compliance with the Town of Parachute Land Use Regulations Section 15.01.106 (a), (b), (c) and (d).

Sincerely,



Philip B. Vaughan  
President  
Phil Vaughan Construction Management, Inc.  
970-625-5350

Attachments:

1. Copy of the public notice
2. Listing of Adjacent Property Owners as provided in the land use application submittal
3. Adjacent Property Owners- Certified Mail Receipts and returned certified mail "green cards"
4. Proof of Publication certified by the Publisher of the Rifle Citizen Telegram of the Public Notice on July 17, 2014 in the Rifle Citizen Telegram.
5. Listing of Adjacent Property Owners as provided in the land use application submittal
6. Mineral Rights Owners & Lessees- Certified Mail Receipts and returned certified mail "green cards"
7. Closeup photo of the posting
8. Photo of the posting from County Road 215

## PUBLIC NOTICE

TAKE NOTICE that Clear Creek Ranch, LLC has applied to the Town of Parachute, State of Colorado, for approval of a Planned Unit Development Guide and Covenants, Conditions and Restrictions for the Grand View Industrial Center Planned Unit Development on a property situated in the Town of Parachute, State of Colorado; to-wit:

Legal Description:

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21  
Grand View Industrial Center Planned Unit Development  
in the Town of Parachute  
The plat of which is recorded as document number 331635  
County of Garfield  
State of Colorado

Practical Description: Murray Court Parachute, CO

**This application requests approval of a Planned Unit Development Guide and Covenants, Conditions and Restrictions for the Grand View Industrial Center Planned Unit Development.**

All persons affected by the proposed Land Use Application are invited to appear and state their views, protests or support. If you can not appear personally at such hearing, then you are urged to state your views by letter, as the Planning Commission and the Board of Trustees will give consideration to the comments of surrounding property owners, and 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, Colorado between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

**A public hearing on the application has been scheduled for August 11, 2014 at 6:30 P.M. before the Town of Parachute Planning Commission** in the Board of Trustees Meeting Room, 222 Grand Valley Way Parachute, CO 81635.

**A public hearing on the application has been scheduled for August 14, 2014 at 6:30 P.M. before the Town of Parachute Board of Trustees** in the Board of Trustees Meeting Room, 222 Grand Valley Way Parachute, CO 81635.

Denise Chiaretta- Town Clerk  
Town of Parachute  
Published on July 17, 2014



May 19, 2014

### **1.a. Adjacent Property Owners**

Information below if accurate as of May 19, 2014 via the Garfield County Assessor's Website. **Reconfirmed on July 10, 2014.**

#### **Subject Parcels**

2409-014-01-001  
2409-014-01-002  
2409-014-01-003  
2409-014-01-004  
2409-014-01-005  
2409-014-01-006  
2409-014-01-008  
2409-014-01-009  
2409-014-01-010  
2409-014-01-011  
2409-014-01-012  
2409-014-01-013  
2409-014-01-014  
2409-014-01-015  
2409-014-01-016  
2409-014-01-017  
2409-014-01-018  
2409-014-01-019  
2409-014-01-020  
2409-014-01-021

All parcels noted above are owned by the Applicant:  
Clear Creek Ranch LLC  
PO Box 301  
Parachute, CO 81635

✓2409-014-01-007  
Town of Parachute  
PO Box 100  
Parachute, CO 81635-0100

✓2409-121-00-030  
Clear Creek Ranch LLC  
PO Box 301  
Parachute, CO 81635

✓2409-013-00-001  
Exxon Mobil Corporation  
Attn. Exxon CO USA  
PO Box 53  
Houston, TX 77001-0053

✓2409-121-00-027  
Exxon Mobil Corporation  
Attn. Exxon CO USA  
PO Box 53  
Houston, TX 77001-0053

✓2409-014-00-011  
WPX Energy Rocky Mountain, LLC  
Attn. Merit Advisors LP  
PO Box 330  
Gainsville, TX 76241

### **1.b. Mineral Rights Owners & Lessees of Subject Property**

Information below is provided as per our research of the property title work as of January 2, 2014.

#### Mineral Rights Owners

✓Robert E. Leborgne and Sharon L. Leborne  
759 Garrison Court  
Grand Junction, CO 81506

✓Verner Donn Mead and Elma M. Mead  
212 Glendale Drive  
Hot Springs National Park, AR 71901

Mineral Rights Lessee

✓ WPX Energy Rocky Mountain, LLC  
Attn. Merit Advisors LP  
PO Box 330  
Gainsville, TX 76241

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Philip B. Vaughan". The signature is written in a cursive, flowing style.

Philip B. Vaughan  
President  
Phil Vaughan Construction Management, Inc.  
970-625-5350

7011 3500 0001 4075 6882

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Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 06.49</b>	<b>07/10/2014</b>

Sent to Town of Parachute  
 Street, Apt. No., or PO Box No. PO Box 100  
 City, State, ZIP+4 Parachute, CO 81635  
 PS Form 3800, August 2006 See Reverse for Instructions

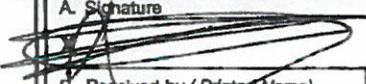
**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Town of Parachute  
PO Box 100  
Parachute, CO 81635-0100

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  Addressee  
  
 B. Received by (Printed Name) C. Date of Delivery  
7-11-14  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number 7011 3500 0001 4075 6882  
 (Transfer from ser)

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PARACHUTE CO 81635

7011 3500 0001 4075 6899

Postage	\$ 00.49	0583
Certified Fee	\$3.30	03
Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 06.49</b>	<b>07/10/2014</b>

Sent To Clear Creek Ranch LLC  
 Street, Apt. No.,  
 or PO Box No. P.O. Box 301  
 City, State, ZIP+4 Parachute, CO 81635

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
Clear Creek Ranch LLC  
P.O. Box 301  
Parachute, CO 81635

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature [Signature]  Agent  Addressee

B. Received by (Printed Name) \_\_\_\_\_ C. Date of Delivery 7-11-14

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number 7011 3500 0001 4075 6899  
 (Transfer from service label)

5066 5200 7000 0056 7017

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**HOUSTON TX 77001**

Postage	\$ 00.49	0583
Certified Fee	\$3.30	03
Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 06.49	07/10/2014

Sent To: ExxonMobil Corp  
 Street, Apt. No. or PO Box No.: Attn Exxon Co USA  
 City, State, ZIP+4: Houston, TX 77001-0053

PS Form 3800, August 2006 See Reverse for instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
 ExxonMobil Corporation  
 Attn Exxon Co USA  
 P.O. Box 53  
 Houston, TX 77001-0053

2. Article Number  
 (Transfer from service label) 7017 3500 0001 4075 6905

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X James Felder  Agent  Addressee

B. Received by (Printed Name) JAMES FELDER C. Date of Delivery

D. Is delivery address different from item 1?  Yes  No  
 if YES, enter delivery address below

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

7011 3500 0001 4075 6912

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

HOUSTON TX 77001 **OFFICIAL USE**

Postage	\$ 00.49	0583
Certified Fee	03.30	03
Return Receipt Fee (Endorsement Required)	02.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	00.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 06.49</b>	<b>07/10/2014</b>

Sent To  
*Exxon Mobil Corporation Attn Exxon*  
 Street, Apt. No., or PO Box No. *P.O. Box 53*  
 City, State, ZIP+4 *Houston, TX 77001-0053*

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
*Exxon Mobil Corporation*  
*Attn Exxon*  
*P.O. Box 53*  
*Houston, TX 77001-*  
*0053*

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *James Felder*  Agent  Addressee

B. Received by (Printed Name) *JAMES FELDER* C. Date of Delivery

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type
- Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.
4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7011 3500 0001 4075 6912**

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GAINESVILLE, TX 76241

Postage	\$ 0.49	0583
Certified Fee	\$3.30	03
Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 6.49	07/10/2014

7011 3500 0001 4075 6929

Sent To: *WFX Rocky Mountain LLC*  
 Street, Apt. No., or PO Box No.: *Att. Garrett Adams LP P.O. 330*  
 City, State, ZIP+4: *Gainesville, Tx 76241*  
 PS Form 3800, August 2006      See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

*WFX Rocky Mountain, LLC  
 Att. Garrett Adams LP  
 P.O. 330  
 Gainesville, Tx 76241  
 2409-014-00-011*

2. Article Number

(Transfer from service label)

7011 3500 0001 4075 6929

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*X [Signature]*

Agent

Addressee

B. Received by (Printed Name)

*STEFANUS*

C. Date of Delivery

*7-17-14*

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

Ad Name: 10365411A  
Customer: Phil Vaughan Construction  
Your account number is: 1023517

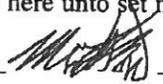
PROOF OF PUBLICATION  
**THE RIFLE  
CITIZEN TELEGRAM**

STATE OF COLORADO,  
COUNTY OF GARFIELD

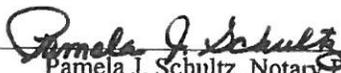
I, Michael Bennett, do solemnly swear that I am Publisher of *The Rifle Citizen Telegram*, that the same weekly newspaper printed, in whole or in part and published in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield for a period of more than fifty-two consecutive weeks next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States mails as a periodical under the provisions of the Act of March 3, 1879, or any amendments thereof, and that said newspaper is a weekly newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated 7/17/2014 and that the last publication of said notice was dated 7/17/2014 the issue of said newspaper.

In witness whereof, I have here unto set my hand this 08/04/2014.

  
\_\_\_\_\_

Michael Bennett, Publisher  
Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this 08/04/2014.

  
Pamela J. Schultz, Notary Public  
My Commission expires:  
November 1, 2015



My Commission Expires 11/01/2015

PUBLIC NOTICE

TAKE NOTICE that Clear Creek Ranch, LLC has applied to the Town of Parachute, State of Colorado, for approval of a Planned Unit Development Guide and Covenants, Conditions and Restrictions for the Grand View Industrial Center Planned Unit Development on a property situated in the Town of Parachute, State of Colorado; to-wit:

Legal Description:  
Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21  
Grand View Industrial Center Planned Unit Development  
in the Town of Parachute  
The plat of which is recorded as document number 331635  
County of Garfield  
State of Colorado

Practical Description: Murray Court Parachute, CO

This application requests approval of a Planned Unit Development Guide and Covenants, Conditions and Restrictions for the Grand View Industrial Center Planned Unit Development.

All persons affected by the proposed Land Use Application are invited to appear and state their views, protests or support. If you can not appear personally at such hearing, then you are urged to state your views by letter, as the Planning Commission and the Board of Trustees will give consideration to the comments of surrounding property owners, and 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, Colorado between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday.

A public hearing on the application has been scheduled for August 11, 2014 at 6:30 P.M. before the Town of Parachute Planning Commission in the Board of Trustees Meeting Room, 222 Grand Valley Way Parachute, CO 81635.

A public hearing on the application has been scheduled for August 14, 2014 at 6:30 P.M. before the Town of Parachute Board of Trustees in the Board of Trustees Meeting Room, 222 Grand Valley Way Parachute, CO 81635.

Denise Chiarella- Town Clerk  
Town of Parachute  
Published on July 17, 2014

Published in the Citizen Telegram July 17, 2014.  
(10365411)



May 19, 2014

### **1.a. Adjacent Property Owners**

Information below is accurate as of May 19, 2014 via the Garfield County Assessor's Website. **Reconfirmed on July 10, 2014.**

#### **Subject Parcels**

2409-014-01-001  
2409-014-01-002  
2409-014-01-003  
2409-014-01-004  
2409-014-01-005  
2409-014-01-006  
2409-014-01-008  
2409-014-01-009  
2409-014-01-010  
2409-014-01-011  
2409-014-01-012  
2409-014-01-013  
2409-014-01-014  
2409-014-01-015  
2409-014-01-016  
2409-014-01-017  
2409-014-01-018  
2409-014-01-019  
2409-014-01-020  
2409-014-01-021

All parcels noted above are owned by the Applicant:  
Clear Creek Ranch LLC  
PO Box 301  
Parachute, CO 81635

**2409-014-01-007**  
Town of Parachute  
PO Box 100  
Parachute, CO 81635-0100

**2409-121-00-030**  
Clear Creek Ranch LLC  
PO Box 301  
Parachute, CO 81635

**2409-013-00-001**  
Exxon Mobil Corporation  
Attn. Exxon CO USA  
PO Box 53  
Houston, TX 77001-0053

**2409-121-00-027**  
Exxon Mobil Corporation  
Attn. Exxon CO USA  
PO Box 53  
Houston, TX 77001-0053

**2409-014-00-011**  
WPX Energy Rocky Mountain, LLC  
Attn. Merit Advisors LP  
PO Box 330  
Gainsville, TX 76241

**1.b. Mineral Rights Owners & Lessees of Subject Property**

Information below is provided as per our research of the property title work as of January 2, 2014.

**Mineral Rights Owners**

Robert E. Leborgne and Sharon L. Leborne  
759 Garrison Court  
Grand Junction, CO 81506

Verner Donn Mead and Elma M. Mead  
212 Glendale Drive  
Hot Springs National Park, AR 71901

Mineral Rights Lessee

WPX Energy Rocky Mountain, LLC  
Attn. Merit Advisors LP  
PO Box 330  
Gainsville, TX 76241

Please contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Philip B. Vaughan". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Philip B. Vaughan  
President  
Phil Vaughan Construction Management, Inc.  
970-625-5350

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GRAND JUNCTION CO 81506

7011 3500 0001 4075 3263

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Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 6.49</b>	<b>07/10/2014</b>

Sent To  
 Robert E. Leborgne & Sharon L. Leborgne  
 Street, Apt. No. or PO Box No. 759 Garrison Ct.  
 City, State, Zip+4 Grand Junction CO 81506  
 PS Form 3800, August 2005 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p><i>Robert E. Leborgne</i></p> <p>B. Received by (Printed Name) <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p><i>Robert E. Leborgne</i></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>
<p>1. Article Addressed to:</p> <p><i>Robert E. Leborgne and              Sharon L. Leborgne              759 Garrison Court              Grand Junction, CO              81506</i></p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

2. Article Number (Transfer from service label) **7011 3500 0001 4075 3263**

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GAINESVILLE TX 76241

Postage	\$ 00.49	0583
Certified Fee	\$3.30	03
Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 06.49	07/10/2014

Sent To  
 Wpx Energy Only Pmta LLC  
 Street, Apt. No. or PO Box No. Attn: Merrit Advisors LP P.O. 330  
 City, State, ZIP+4 Gainesville, TX 76241

PS Form 3800, August 2006 See Reverse for Instructions

7011 3500 0001 4075 3287

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature                  X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name)                  S. Ferguson</p> <p>C. Date of Delivery                  7-14-14</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:                  Wpx Energy Only Pmta LLC                  Attn: Merrit Advisors LP                  P.O. 330                  Gainesville, TX 76241</p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number                  (Transfer from service label) 7011 3500 0001 4075 3287</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

7011 3500 0001 4075 3270

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

HOT SPRINGS NATIONAL PARK AR 71901

Postage	\$ 0.49	0583
Certified Fee	\$3.30	03
Return Receipt Fee (Endorsement Required)	\$2.70	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
<b>Total Postage &amp; Fees</b>	<b>\$ 6.49</b>	<b>07/10/2014</b>

Sent To: *Virginia Donnell & Elmer Donnell*  
 Street, Apt. No. or PO Box No.: *212 Glendale Drive*  
 City, State, ZIP+4: *Hot Springs National Park AR 71901*

PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
*Virginia Donnell & Elmer Donnell*  
*212 Glendale Drive*  
*Hot Springs National Park*  
*AR 71901*

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *W.D. Miller*  Agent  Addressee

B. Received by (Printed Name): *William D. Miller* C. Date of Delivery: *7/12/14*

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) **7011 3500 0001 4075 3270**

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Legal Description:

Lots 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21  
Grand View Industrial Center Planned Unit Development  
in the Town of Parachute  
The plat of which is recorded as document number 331635  
County of Garfield  
State of Colorado

Practical Description: Murray Court Parachute, CO

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Denise Chiaretta- Town Clerk  
Town of Parachute  
Published on July 17, 2014



**Town of Parachute Planning Commission Meeting  
Monday, August 11 2014  
Grand View Industrial Center PUD Amendment  
Staff Report**

Report Date - 8/1/14

PROJECT INFORMATION	
<b>Name of Project:</b>	Grand View Industrial Center PUD
<b>Type of Request:</b>	PUD Amendment Application
<b>Name of Applicant</b>	Clear Creek Ranch, LLC c/o Kamron DMarco-Kracht & Hank Kracht
<b>Address</b>	PO Box 301, Parachute, CO 81635
<b>Phone</b>	Telephone 970-285-7271
<b>Property Owner:</b>	Clear Creek Ranch, LLC
<b>Property Owner Address/Phone:</b>	PO Box 301, Parachute, CO 81635, Telephone 970-285-7271
<b>Real Property Address</b>	16 & 18 Murray Court, Lot 17, Grand View Industrial Center, Parachute, CO 81635
<b>Mineral Right Owner(s):</b>	Listed in Application
<b>Lien Holders:</b>	Wells Fargo Bank, National Association
<b>Lien Holder Address:</b>	2808 North Ave., Grand Junction, CO 81501
<b>Project Planner:</b>	Phil Vaughan Construction Management, Inc. c/o Phil Vaughan
<b>Planner Address/Phone:</b>	1038 County Rd. 323, Rifle, CO 81650, Telephone 970-625-5350
<b>Surveyor</b>	Bookcliff Survey Services, Incorporated
<b>Surveyor Address/Phone:</b>	136 E. 3 <sup>rd</sup> St., Rifle, CO 81650, Telephone 970-625-1330, Fax 970-625-2773
<b>Existing Zoning</b>	Property is zoned PUD without any uses or dimensional standards enumerated. Town zoning map shows the property as Light Industrial
<b>Requested Zoning:</b>	Application notes "no change requested", and applicant is requesting inclusion of project specific PUD zoning with industrial uses.
<b>Surrounding Zoning:</b>	<b>North</b> – General Industrial, <b>East</b> - Unincorporated Garfield County - Resource Lands R/L, <b>South</b> - Light Industrial, <b>West</b> – Light Industrial

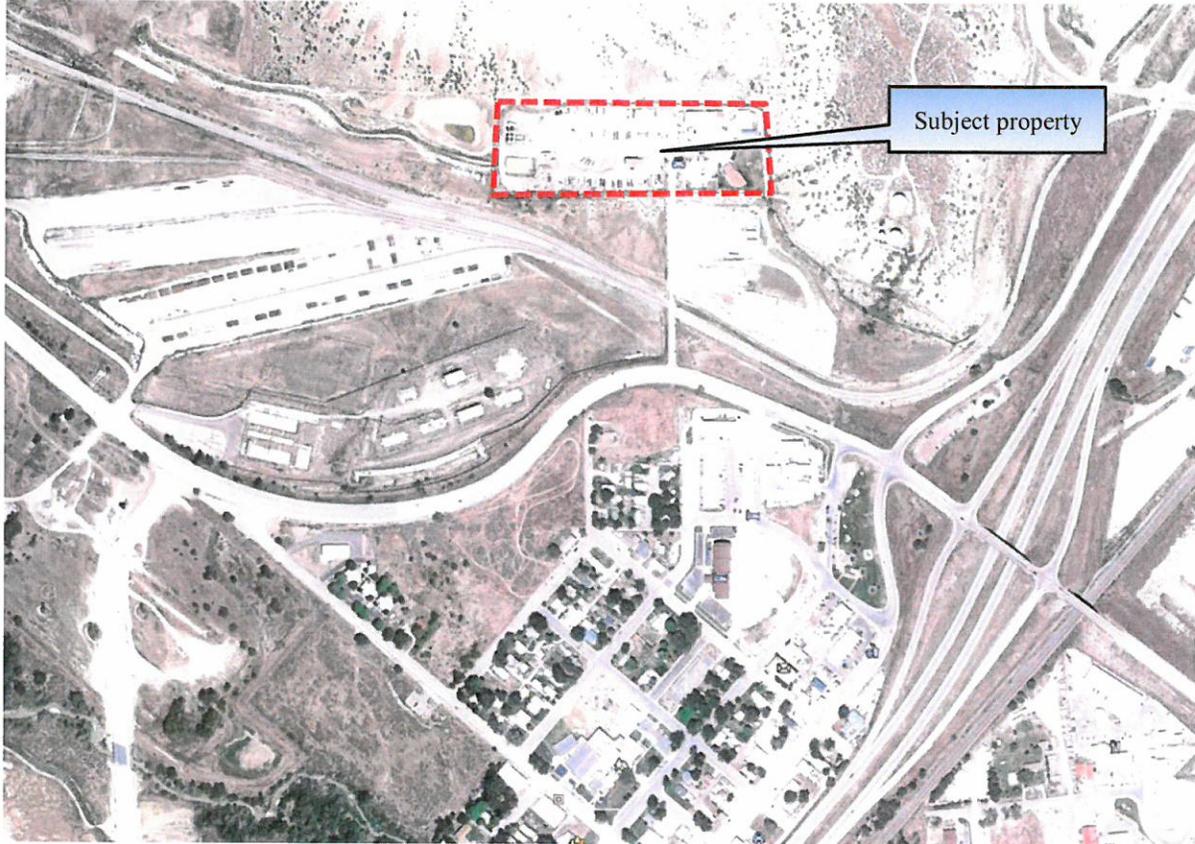
<b>Existing Land Use:</b>	Truck parking, office, storage, mixed uses (office, vehicle repair) water impoundment, warehouse
<b>Surrounding Land Uses:</b>	North - Vacant, East - Vacant, South - Storage, West - Water Impoundment
<b>Net Project Acreage:</b>	378,110 square ft., (8.68 acres - lots only not including public dedications)
<b>Proposed Use:</b>	PUD with industrial type uses
<b>Minimum Setback</b>	See PUD zoning
<b>Maximum Building Height</b>	35 feet - Proposed
<b>Open Space/Park/Trail Acreage:</b>	0
<b>Property Legal Description</b>	See Application

<b>Proposed Land-use Summary:</b>	<b>Number</b>	<b>Land Area</b>
<b>Total Units &amp; Project Area</b>	21 Lots	8.68 Acres
<b>Open Space &amp; Parks</b>	0	0 Acres
<b>Net Project Density</b>	21 Lots	Average of 1 Lot/18,005.24 square ft.

**PUD Lot Size Table**

Lot	Square ft.	12	13,847	
1	12,816	13	13,590	
2	11,400	14	13,332	
3	11,400	15	13,074	
4	11,400	16	11,750	
5	10,333	17	39,587	
6	16,701	18	24,950	
7	33,094	19	11,955	
8	62,913	20	11,093	
9	13,554	21	12,852	
10	14,363	<b>Total</b>	<b>378,110</b>	<b>Square ft.</b>
11	14,106	<b>Total</b>	<b>8.68</b>	<b>Acres</b>

**Project Location:**



### **I. Description of Application:**

The Grand View Industrial PUD is an existing 8.68 acre 21 lot project that was approved in 1982 as a Planned Unit Development. A PUD subdivision final plat showing 21 individual lots was recorded as the Grand View Industrial Center PUD. Apparently, PUD zoning for the subject property was not recorded and does not appear to exist. The property has been used for various industrial purposes and possibly other uses since that time. The improvement survey plat created by Bookcliff Survey Services Incorporated and submitted with the application dated 8/9/13 shows 5 structures on the property. Correspondence from the applicant representative dated June 27, 2014 notes the following structures on the property with their current uses:

- A. Lots 2 and 3- Dimension: 24.2' x 72.4'- Modular building Use: Offices for the conduct of a business or profession.
- B. Lots 15, 16, and 17- Dimension: 51.8' x 146.7'- 8 bay shop with offices Uses: Mixed-use commercial uses and multiple commercial uses in the same building or on the same lot. Vehicle (automobiles and trucks) Repair and offices for the conduct of a business or profession.
- C. Lots 18 and 19- Dimension: 34.3' x 94.2'- Single Story Wood Frame building with a 16.3' x 45.6' addition at the Southwestern elevation. Use: Offices for the conduct of a business or profession
- D. Lot 17- Dimension: 60.6' x 60.3' shop and 48.6' x 60.5' Quonset. Uses: Mixed-use commercial uses and multiple commercial uses in the same building or on the same lot. Vehicle repair and maintenance and Warehouse
- E. Lot 9- Dimension: 12' x 20' storage building on skids. Use: Warehouse

Several of the existing structures encroach on setbacks, cross lot lines and encroach on easements. These existing conditions and encroachments are shown on the Improvement Survey Plat.

The original August 26, 1982 Grand View Industrial Center Subdivision Improvements Agreement references "design and engineering plans prepared by Kruback Engineering dated April 21, 1982" that were "approved by the town's engineers". Infrastructure improvements have been constructed on the property and include water, sewer, streets, sidewalk and some drainage features. Town staff is not been able to locate these original engineering plans. Since 1982, the town of Parachute has issued various building permits for the property. Also, uses have occurred on the property some of which allegedly have been allowed by the town and others have occurred without objection from the town. Most of these uses are light industrial and/or offices associated with some of the uses. These characteristics and the long term project history have added a somewhat complex quality to the development review. On July 22, 2014 town staff and the applicants met to work through many of the project challenges and for the most part satisfactory solutions have been developed to the issues of PUD zoning, dimensional standards, nonconforming structures, screening, landscaping, site planning, drainage and other aspects of the development. The town and the applicant have worked hard to resolve these issues in order to move the project forward and create a viable development for the town of Parachute. Since the July 22 meeting, the applicant and the town have exchanged documents outlining the discussions at the meeting. The most recent communication on those discussions is a July 31, 2014 letter from Philip Vaughan. This letter was developed in response to staff comments on the applicants previous meeting notes. There are a number of points of agreement between the town and the applicant, but there remain some differences. A copy of Mr. Vaughan's July 31, 2014 letter is included with this report for your information. Staff will walk the planning commission through these issues at the meeting.

The applicants are requesting approval of a "Planned Unit Development Guide and Covenants, Conditions and Restrictions". The applicant's original submitted request for PUD zoning is

detailed in their application. That submittal included several requests to be exempt from some of the requirements in the Parachute land-use regulations including elimination of landscaping and screening. Subsequent to the July 22, 2014 meeting, the applicant is still requesting that they be exempt from screening and landscaping requirements for both existing historic uses (staff agrees with that request), but also they are asking that any new uses on the property not be required to screen or landscape. Staff does not support that request for new uses. The applicant previously requested the ability to continue occupation and use of structures that cross lot lines, encroach on easements and setbacks with future time frames to make corrections, but has agreed that a new subdivision plat will be filed in conjunction with this process that will bring these structures into compliance with setbacks, lot lines and easements. Further, the proposed PUD zoning text states that language and issues not addressed in the proposed PUD text are governed by the existing and/or future land-use regulations of the town of Parachute.

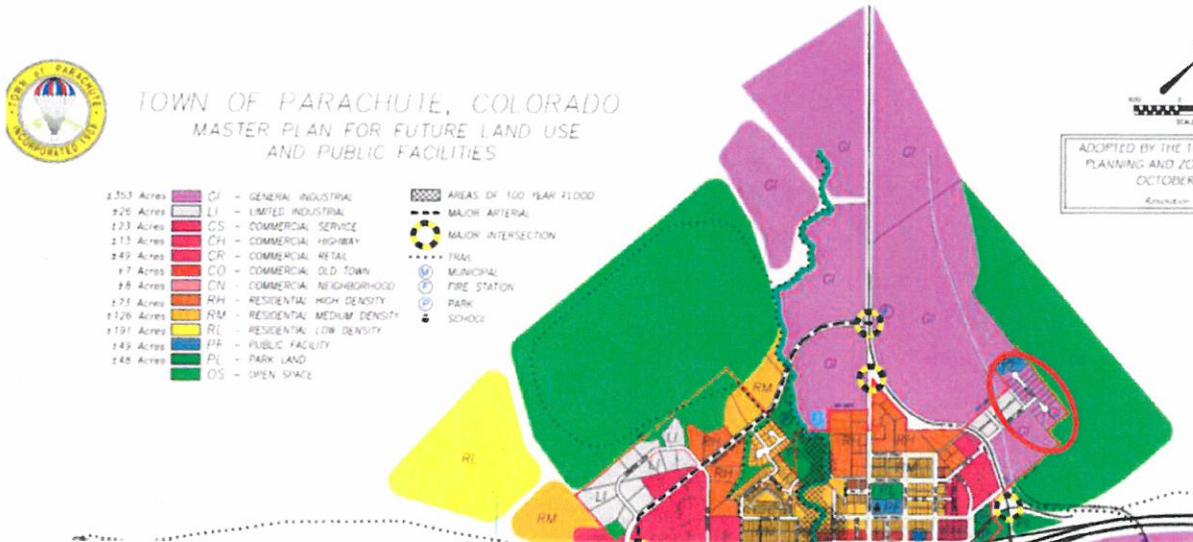
All of the lots in the PUD are owned by the developers and this helps to simplify the zoning request and corrections to the existing situation. As noted previously, the property is zoned PUD without described uses or dimensional standards, but in 2004 the town of Parachute zoned the property Light Industrial. The challenge for the staff and the applicant has been to develop a mutually acceptable list of uses and dimensional standards that are consistent with a light industrial classification for the property. This will allow the existing uses to continue in their current status. New uses that are established on the property will be required to conform to applicable provisions of the town of Parachute regulations and the proposed PUD zoning and dimensional requirements. As noted above, the applicant is asking that new uses be exempt from several town code requirements. All of these details will be discussed and reviewed at the upcoming meeting.



## II. Relationship to the Comprehensive Plan:

The applicant represents that the 1982 PUD conforms to the 2002 “Town of Parachute-Master Plan” and the application includes statements supporting their opinion. The 2002 Parachute Master Plan includes some information about future land-use, but does not provide much direction for this existing PUD. The map shown below is the Future Land Use Map in the Parachute Master Plan and shows the area as “General Industrial.”

### Comprehensive Plan Future Land Use Map



### Master Plan Section 7.0 - Master Plan-Land-Use Categories

**“Industrial General.** Intended for more intense manufacturing, natural gas industry development and distribution areas primarily at outside edges of current municipal limits. Adequate care must be undertaken in the design and development of such areas to ensure that polluting factors and truck or other traffic do not impact the residential and commercial centers of the community.”

**Staff Comment:** The subject property conforms to this designation. Some of the original requested uses such as “campgrounds and tree and flower nurseries were not compatible industrial uses, but the town and the applicant have corrected these items and developed a satisfactory list of uses.

### Master Plan Section 8.6-New Industrial Areas, North Corridor County Rd. 215

**Goal:** Assure support an employment base supportable in a manner compatible with and complementary to the town.

#### Actions:

- Seek and encourage industrial manufacturing and service uses for the area.
- Assure that adequate town and utility facilities are available to the area.
- Establish appropriate access and traffic controls for the use and safety of public streets.
- **Assure proper surface drainage facilities and practices are maintained.**
- **Establish adequate visual and noise buffers around the area, including landscaping, fencing and use of building design.**
- Do not allow encroachment into the area by non-compatible uses.

**Staff Comment:** The proposed PUD zoning and development generally conforms to these provisions. The town engineer has noted that there are concerns about drainage in the project. In addition, federal and state drainage requirements have changed since 1982 and should be addressed through the development process. This development should “Assure proper surface drainage facilities and practices...” Although this is an existing platted property, the PUD should “establish adequate visual and noise buffers around the area, including landscaping, fencing and use of building design.” As noted previously, the town and the applicants have discussed solutions to these concerns. The existing uses on the property have been acceptable to the town for a number of years and therefore, the staff has proposed that they remain in their current configurations. Staff recommends that new uses in the PUD be required to comply with the landscaping, screening and site planning requirements identified in the 1982 Subdivision Improvements Agreement and the otherwise applicable town regulations. The applicant does not agree with this recommendation. The surrounding uses appear to be compatible with the proposed PUD. Consideration of this PUD is an opportunity to address visual and noise buffers. The applicant is requesting that existing uses be exempt from the landscaping requirements in the land-use regulations. As noted, the staff and the applicant agree that existing uses will be exempt, but the applicant disagrees with the staff’s position that new uses be subject to the screening and landscaping requirements. If new uses are exempt from this requirement, a revision to the approved 1982 Subdivision Improvements Agreement will be required.

### **III. Planning Staff Comments.**

#### *Planned Unit Developments.*

Part 3 of Title 15-Article 3, Section 15.03.300 “Planned Unit Developments” spells out the requirements for PUD’s and the current regulations. PUD’s are intended to encourage efficient use of land, public services, promote high-quality developments that implement the policies of the Parachute Plan and ensure that development is compatible with the town and adjacent uses. Among other things, PUD’s must have an appropriate relationship to surrounding areas, have an adequate internal street system, provide adequate parking, provide common open space, provide for adequate fire protection, and provide a minimum of 15% of the total area within the boundaries of any PUD as usable & accessible common open space. The Board of Trustees have the option to reduce open space requirements “if it finds that such decrease is warranted by the design of the PUD and amenities and features incorporated into the PUD plan as well as the needs of residents of the PUD for common open space is otherwise satisfied in the PUD and the surrounding area.”

**Staff Comment:** Again, this project is an older 1982 PUD and exists with a number of deficiencies from the past. The applicant is submitting this proposal, in part, to remedy some of these deficiencies. The town has also been involved with creating some of the problems in the PUD. For example, building permits have been issued for structures that encroach upon or across lot lines. The PUD has no defined uses or dimensional standards, but uses have been permitted on the property. It is not clear what zoning classifications were considered when these permits were issued. Nonetheless, this land use submittal is the opportunity for the town to work with the applicant to create a viable development for both the property owner and the town. This is an important opportunity for the town to work with the applicant to address problems in the project. As noted previously, these problems include structures encroaching on lot lines, setbacks, easements; drainage issues; screening/landscaping and other challenges. The applicant in their most recent July 31, 2014 correspondence agrees that they will file a revised subdivision plat to remedy the structures across lot lines, setback encroachments and easement encroachments. As noted previously, staff recommends compliance with applicable code requirements and the terms of the approved 1982 Subdivision Improvements Agreement for new uses.

*Section 15.03.380 Previously Approved Planned Unit Developments.*

As the town engineer has identified, this code language was developed by the Board of Trustees because “The town is burdened by number of Planned Unit Developments which were approved in most cases more than 20 years ago, and approvals for which have in most cases expired.” The regulations note that “some of these Planned Unit Developments are unbuilt, some have infrastructure completed, and some have begun development. Some of these Planned Unit Developments have no underlying prescriptive zoning district which the PUD development documents were intended to modify. This situation has caused uncertainty and made it difficult for the owners of the properties to develop them and put the land to productive use.”

**Section 15.03.380 (C)** more specifically addresses this development. “Any Planned Unit Development approved prior to September 30, 2005 and partially developed prior to that date, may continue and complete such development under the terms and conditions of approval for that Planned Unit Development; subject, however, to the provision that any modifications to that Planned Unit Development shall require review and approval under the present requirements of this code and further provided that any requirements or uses unspecified in the original Planned Unit Development shall be specified by the town of Parachute in accordance with the provisions of the most appropriate town zone district consistent with the purpose of the original Planned Unit Development.”

**Staff Comment:** This PUD is an example of one of those older projects. In the case of the Grand View Industrial Center PUD, it has been developed with roads, water, sewer and other infrastructure, but there are no described PUD uses. As noted above, this project can continue and be completed, but it must be under the provisions of the current regulations. In addition, uses “shall be specified by the town of Parachute in accordance with the provisions of the most appropriate town zone district consistent with the purpose of the original Planned Unit Development.” In the case of this project, the most appropriate town zone district comparison is a hybrid of **Light Industrial** and **General Industrial**. The town and the applicant have been working to develop acceptable PUD uses which are consistent with the industrial designations.

**Comments on Uses.**

The following staff prepared table compares the Light Industrial and General Industrial use tables with the applicant’s proposed PUD use table and includes staff recommended uses. The applicant’s initial application proposed PUD use table liberalized the existing zoning categories by making all uses a “permitted use”. The applicant’s proposal is to use the property for both heavy industrial and lighter industrial activities. The town’s zoning classifications separate heavy industrial uses from light industrial uses and in some cases even in these categories some use activities are identified for Special Review. The special review use process is intended to give the town an opportunity to evaluate whether a particular use is appropriate in a specific setting. This procedure gives the public an opportunity to attend a hearing and give input about uses. The difference between the light industrial and general industrial classifications is based upon the potential impact. It is generally not a good idea to mix of uses that encourage access by nonindustrial users in a location where moderate to heavy industrial activities taking place. For example, a campground (whether used by tourists or oilfield workers) is generally incompatible with heavy truck traffic, truck/equipment repair or similar uses that generate noise, exhaust and other activities that conflict with campground use. These activities could be considered through a special review process, so they can be evaluated on a site-specific basis and conditions could be imposed to address public safety. As a note, the applicant agreed at the July 22, 2014 meeting to eliminate “campground” as a use in the PUD. The staff and the applicant worked through the table of uses and dimensional standards to ensure that they were a good fit for this industrial type PUD and at the same time meet the needs of the applicant and address the town’s concerns. The

following table includes a column of staff recommended uses for this PUD to be considered by the Planning Commission. Please note the changes that came out of the July 22 meeting in the Staff Revised Recommended Use Table. The original designation is identified with a text strike through and the new language is inserted. Again, the applicant is requesting that screening and landscaping requirements not apply to any uses (old or new) in the PUD. If this change is permitted, the 1982 Subdivision Improvements Agreement must be amended.

Use Category	Light Industrial	General Industrial	Applicant's Revised PUD Zoning	Staff Revised Recommended Use Table
Truck or Car Wash	P	P	P	P
Campgrounds	Not Allowed	Not Allowed	Not allowed <del>P</del>	Not Allowed
Commercial Parking Lots or Garages	S	S	P	S P - Subject to applicable screening and landscaping requirements
Contractors (Carpentry, Machine, Electrical, Plumbing) Shops	P	P	P	P
Contractor's Yards-Heavy Equipment	P	P	P	P
Equipment (Heavy Equipment) Sales and Service and Storage	S	S	P	P
Laundry-Commercial	S	P	P	P
Manufacturing, Fabrication and Assembly Operations or Industrial Uses	S	P	P	P
Mixed-Use Commercial Uses and Multiple Commercial Uses in the Same Building or on the Same Lot	P	P	P	P
Mixed Industrial Uses and Multiple Uses in the Same Building or on the Same Lot	S	S	P	P
Natural Gas Production, Transmission, Storage and Warehousing	P	P	P	P
Offices for the Conduct of a Business or Profession	P	P	P	P

Use Category	Light Industrial	General Industrial	Applicant's Revised PUD Zoning	Staff Revised Recommended Use Table
Oil/Petroleum Product Production, Transmission, Warehousing and Storage	P	P	P	P
Open Sales Yards	P	P	P	P
Outside Storage	S	S	P	S P - Subject to applicable screening and landscaping requirements
Paint and Body Shops	S	S	P	S P - Subject to applicable screening and landscaping requirements
Personal Storage Units	S	Not Allowed	P	S P
Printing and Bookbinding-Commercial	S	Not Allowed	P	S P
Recreational Vehicle (Motorized) Sales and	P	S	P	S P
Research and Development Facility/Laboratory	S	S	P	S
Wholesale Tree and Flower Nurseries	Not Listed	Not Listed	P	Not Allowed P
Vehicle Fueling Facilities	S	S	P	S P - Subject to site plan review & applicable screening and landscaping requirements
Vehicle (Automobiles and Trucks) Repair	S	P	P	P
Vehicle Sales and Service	S	S	P	S
Veterinary Clinics or Hospitals with or without Kennels	S	Not Allowed	P	Not Allowed S
Warehouses	S	P	P	P
Wholesale Distribution Centers	P	P	P	P
Wholesale Sales Establishments	P	P	P	P

Use Category	Light Industrial	General Industrial	Applicant's Revised PUD Zoning	Staff Revised Recommended Use Table
Wholesaling Distribution and Storage	S	P	P	P
Uses Not Identified	S	S	Not Allowed	S

**The following additional limitations apply to the Industrial Zone District.**

All uses permitted in the Industrial Zone District are subject to the following limitations:

- (1) All permitted uses shall be operated primarily within an enclosed structure. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply in the PUD to existing or new uses.)**
- (2) Dust, fumes, odors, refuse matter, smoke, vapor, noise, light and vibrations shall be confined to the premises of the lot upon which such use is located.
- (3) Travel and parking portions of the lot shall be surfaced with asphalt, concrete, compressed gravel or equivalent surfacing material.
- (4) Outdoor storage areas shall be concealed from view from abutting streets and highways, and from adjoining residential zone districts or residences. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply in the PUD to existing or new uses.)**
4. The total building area of all mixed-use commercial uses or multiple commercial uses in the same building must conform to the provisions of these land use regulations in terms of building height, setbacks, parking requirements, uses and any other provisions of these regulations and the *Town of Parachute Municipal Code*.
5. Industrial uses shall also subject to the provisions of §15.03.197

**Section 15.03.197 General Requirements for All Businesses, Commercial and Industrial Uses are specified below and should be addressed as part of this PUD.**

- (a) All service, fabrication and repair operations shall be conducted within a building. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply in the PUD to existing or new uses.)**
- (b) All outdoor storage, trash receptacles and activities associated with permitted uses shall be entirely enclosed by building walls or by a solid masonry wall not less than seven (7) feet in height located at the front setback line. On all other property lines said uses shall be enclosed by buildings, solid masonry walls, vine covered chain-link fences, or uniformly compact evergreen hedges, continuously maintained and not less than seven (7) feet in height. Items stored within one hundred (100) feet of a dedicated street or residential zone shall not be stacked higher than six (6) feet. Screen landscaping, fences and walls to enclose storage areas between adjoining industrial side and/or rear property lines may be deleted by mutual agreement of the property owners involved and the Town. Temporary unloading of railroad car material and equipment shall be exempt from screening provided the material and equipment is or will be relocated to permanent storage appropriately screened or to the field within fifteen (15) calendar days from off-loading. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply in the PUD to existing or new uses.)**

- (c) All applicable environmental standards of the State of Colorado or the United States government shall be complied with at all times.
- (d) All business, commercial and industrial facilities adjacent to residential uses shall be screened from the residential use with landscaping and fencing of a minimum height of six (6) feet subject to review and approval of the Town Administrator. No side or rear yards required except where adjoining a residential zone, the side and rear yard(s) shall be a minimum of one hundred (100) feet. Said yards may be used for parking, loading, and accessways. A solid masonry wall not less than seven (7) feet in height shall be installed along the property line abutting the residential zone. **(There are no adjacent residential uses, so this does not apply. The applicant is requesting that this provision not apply to existing or new uses.)**
- (e) Where the Industrial Zone Districts fronts, sides, or rears on any arterial street, or a local street which is a boundary with a residential zone, there shall be a yard abutting said arterial street or local street of not less than fifty (50) feet. The twenty (20) feet nearest the street shall be landscaped and maintained. The remainder may be used for parking. **(There are no adjacent residential uses, so this does not apply. The applicant is requesting that this provision not apply to existing or new uses.)**
- (f) Where the Industrial Zone Districts fronts, sides or rears on a local street which is not a boundary with a residential zone, there shall be a yard of not less than ten (10) feet abutting said street. **(This is addressed in the PUD dimensional standards. The applicant is requesting that this provision not apply to existing or new uses.)**
- (g) In all front yards, the equivalent of one (1) tree per thirty (30) lineal feet of interior property line shall be provided; in all rear and side yards, visible from adjacent streets or residential neighborhoods, one (1) tree for each thirty (30) lineal feet of combined rear and side interior property lines shall be planted in either a lineal or grouped manner. In addition, a five (5) foot, net (clear of curb), interior property line landscaped strip shall be provided. This landscaping shall be continuous along all interior property lines. Landscaping shall be held back from the property line or intersection with driveways or streets so as not to hinder traffic visibility. **(There are no adjacent residential uses. These requirements would apply to new uses in the PUD. The applicant is requesting that this provision not apply to existing or new uses.)**
- (h) All yards between the public street curbing and the property line are to be professionally landscaped and maintained with drought tolerant landscaping, incorporating native shrubs and trees. **(This would apply to new uses in the PUD and not existing uses. The applicant is requesting that this provision not apply to existing or new uses.)**
- (i) All unpaved or undeveloped areas of a site for which a development application has not been submitted, shall be planted with a ground cover and/or shrub material as a condition of project approval. Undeveloped areas which are proposed for future expansion shall be kept in a weed free condition. **(The applicant is requesting that this provision not apply to existing or new uses.)**
- (j) Property owners shall maintain all structures, including buildings, paved areas, accessory buildings and signs in the manner required to protect the health and safety of users. **(The applicant is requesting that this provision not apply to existing or new uses.)**
- (k) Parking lot lighting fixtures are to have an overall maximum height that is consistent with the height of the buildings themselves. Walkway lighting fixtures are to have an overall maximum height of fourteen feet (14').
- (l) Cut-off exterior light fixtures and their location shall be submitted on a plan for review.

- (m) Security lighting fixtures are not to project above the fascia or parapet of the building and are to be shielded or recessed in the building walls to provide cut-off at the property line.
- (n) The storage of combustible materials shall be not less than twenty feet (20') from any interior lot line, and a roadway shall be provided, graded, surfaced, and maintained from the street to the rear of the property to permit free access of fire trucks at any time. **(The applicant is requesting that this provision not apply to existing or new uses.)**
- (o) No materials or wastes shall be deposited upon a subject lot in such form or manner that they may be transferred off the lot by natural causes or forces. All waste materials shall be stored in an enclosed area and shall be accessible to service vehicles.
- (p) Wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored only in closed containers in required enclosures.
- (q) Trash enclosure location shall be subject to the approval of the Building and Planning Department. Trash enclosure shall be of masonry construction or approved alternate material. **(The applicant did not offer feedback on this requirement).**

**Staff Comment:** staff supports the concept of establishing PUD zoning for this project to allow it to move forward. In doing so, it is important to uphold the standards specified in the land-use regulations to ensure “high quality development” and not to waive standards that are otherwise required of other development in the town of Parachute. Industrial development offers benefits to the community in terms of jobs, tax revenues and community/area needs, but at the same time it can have significant adverse impacts visually, noise generation, and other factors that are addressed by section 15.03.197.

**Staff Comments on Dimensional Standards.**

**The following is a comparative table showing dimensional standards for light industrial, general industrial, the applicants request and the staff recommended standards.**

Dimensional Standards	LI	GI	Applicant Requested	Staff Recommended
Minimum Lot Size	6,000 square feet	20,000 square feet	6,000 square feet	6,000 square feet
Minimum Lot Width	60 feet/160 feet when adj to Residential, School, or Park	60 feet/160 feet when adj to Residential, School, or Park	25	50 - Minimum lot width on cul-de-sacs will be measured on the radius of the curve.
Minimum Lot Depth	100 feet/200 feet when adjacent to Residential, School, or Park	100 feet/200 feet when adjacent to Residential, School, or Park	100	100
Maximum Lot Coverage	50%	50%	75%	75%
Maximum Floor Area Ratio	1:1	2:1	None	1.5:1
Maximum Building Height	35 feet	35 feet	35 feet	35 feet

Minimum Building Setbacks:				
Front Yard Local Streets:	20 feet	20 feet	20 feet	20 feet
Rear Yard	20 feet	20 feet	10 feet	10 feet
Side Yard:	20 feet	20 feet	0 feet	10 feet

**Staff Comment:** The staff recommended dimensional standards are based upon general consistency with the existing dimensional standards in the regulations along with alternatives that allow more flexibility and consider the applicants requests but do not undermine the intent of the zoning regulations. These standards were revised based upon mutual agreement between the applicant and the town staff.

### Nonconforming Structures

The applicant originally proposed that the “pre-existing uses” be allowed to continue. The existing nonconformities are not “uses” but rather they are structures that have been built over lot lines, into easements and setbacks. The applicant originally proposed the following remedies and time frames to correct these issues. However, the applicant in their July 31, 2014 letter agrees to “submit a revised plat that makes these lot line corrections...” Staff feels this is the best way to remedy these nonconformities.

**Lots 2 and 3- Dimension:** 24.2’ x 72.4’- Modular building.

This structure will be allowed to continue occupation and operation until February 1, 2018. At this time, the property owner will be required to bring the structure in conformance to meet all applicable setbacks within the Grand View Industrial Center PUD.

**Lots 15, 16, and 17- Dimension:** 51.8’ x 146.7’- 8 bay shop with offices.

The property owner is required to dissolve the lot line between lots 15 and 16 and adjust the lot line between lots 16 and 17 in an easterly direction to meet all building setback requirements of the Grand View Industrial Center PUD. The application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

**Lots 18 and 19- Dimension:** 34.3’ x 94.2’- Single Story Wood Frame building with a 16.3’ x 45.6’ addition at the Southwestern elevation.

The property owner is required to adjust the lot line between lots 18 and 19 in an easterly direction to meet all building setback requirements of the Grand View Industrial Center PUD. Additionally, a new 20’ Utility Easement will be granted by the property owner for a future Town of Parachute water line. Language will be incorporated into this new utility easement to note that the existing 20’ Utility Easement will be abandoned upon relocation of the water line by the Town of Parachute. The application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

**Lots 17 and 18- Dimension:** 14'x14' Shed.

The property owner will be required to bring the structure in conformance to meet all applicable setbacks within the Grand View Industrial Center PUD and will apply for any necessary building permits from the Town of Parachute. The building permit application for this action shall be submitted by the property owner to the Town of Parachute no later than 3 months after approval of the land use permit application that was submitted to the Town of Parachute on 5/22/14 by Clear Creek Ranch, LLC.

**Staff Comment:** The staff and the applicant agreed that the time to make these corrections is during this land-use review process. Both parties agree that the best option is to re-plot the subdivision and record a revised final plat in conjunction with this PUD request. The majority of the work and costs associated with developing a new plat were recently paid with the improvement survey completed for the PUD submittal. The alternative of individual boundary adjustments and/or lot line eliminations would require several separate submittals and recordation of several plats that would be more complex, costly and could cause future difficulties. As noted previously, the boundary line adjustments on a new plat will eliminate boundary lines that run through existing structures and to relocate boundaries where structures encroach upon setbacks.

**Other Staff Comments:**

1. **Covenants** - The covenants should be subject to review by the Town attorney and staff to ensure that they are consistent with the approved PUD documents. Although the Town does not assume the responsibilities of covenant enforcement, there may be sections to which the Town should be a third party beneficiary with the right but not the obligation to enforce the terms of those sections. The town staff will work with the applicant on those items to which the town proposes to be a third-party beneficiary.
2. **Utilities** - The town engineer and utility department should review the existing utility infrastructure to ensure functionality and determine whether the water line lies underneath the existing building or not. Remedies to this situation have been discussed previously in this memorandum.
3. **Landscaping** - Detailed landscaping information should be submitted with the each new building permit that includes landscaping plans that conform to the town of Parachute landscaping requirements and identify tree/shrub/vegetation species, size, placement, irrigation, guarantee of survival and similar information. As noted previously and in the applicant's July 31, 2014 letter, they do not want these provisions to apply to this PUD.
4. **PUD Amendments** - The Parachute regulations do not address PUD amendments and the only procedure for amending PUDs is to resubmit an application in conformance with the entire PUD application section. Parachute should consider amending their PUD regulations to allow for modifications through an administrative, minor and major PUD amendment process. This would allow minor additions or modifications to the text to be handled as administrative or minor modifications and any significant changes as a major amendment. This is particularly important with PUDs that will be developed over a long period of time. It is very likely that minor changes would need to be considered and it is unnecessary and inefficient to require re-submittal of an entire application. Addition of this language to the municipal regulations would be a separate action initiated by the town of parachute at a future time.

#### **IV. Review Agency Comments.**

**Engineers** - Town Engineer Mark Austin delivered a July 28, 2014 letter about the Grand View Industrial PUD with a number of comments and photographs about issues related to the project. He adequately covered the engineering issues related to this project and he has a much longer history and understanding of this PUD. It is not my intent to be redundant about his comments. Please review his letter.

**Public Works** – No written comments were received, but the public works staff has been involved with discussions with the applicant on the submittal.

**Fire Department.** No written comments were received.

**Police Department.** No written comments were received.

#### **VI. Planning Commission Recommendation:**

The Parachute Planning Commission will consider the application at their August 11, 2014 special meeting. Staff recommends **CONDITIONAL APPROVAL** of the Grand View Industrial Center Planned Unit Development with the following conditions.

1. The PUD zoning use table shall conform with the staff recommended use schedule or the use schedule as recommended for modification by the Planning Commission and approved by the Board of Trustees
2. The applicant will work with the staff to develop PUD zoning text definitions for terms that are not defined.
3. The PUD dimensional standards table shall conform to the staff recommended dimensional table or the dimensional standards table as recommended by the Planning Commission and approved by the Board of Trustees.
4. Nonconforming structures that cross lot lines, encroach on easements, setbacks and are otherwise nonconforming shall be brought into conformance by eliminating or moving lot lines through submission of an amended subdivision plat.
5. Written comments should be solicited from Parachute Public Works, Utilities, Police Department and Fire Department about the proposed PUD prior to the Trustees meeting.
6. The covenants shall be subject to review by the Town attorney and staff to ensure that they are consistent with the approved PUD documents and include language providing for the Town's right but not obligation to enforce certain provisions.
7. Detailed landscaping and site plan information should be submitted with the each new use and building permit that includes screening and landscaping plans that conform to the town of Parachute landscaping requirements and/or the approved August 26, 1982 Grand View Industrial Center PUD Subdivision Improvements Agreement and include a guarantee of survival.
8. The existing uses within the PUD may continue in their current configuration and do not have to comply with the screening, landscaping or site plan requirements specified in the August 26, 1982 Subdivision Improvements Agreement, but new uses in the PUD shall be required to conform to those obligations.
9. All exterior lighting in the project shall utilize "dark sky" compliant cutoff fixtures.
10. The applicant shall comply with the recommendations made by the Town engineer and detailed in the July 28, 2014 letter from Austin Civil Group, Incorporated.

11. Any use or regulated activity that is not addressed and governed by the Grand View Industrial Center Planned Unit Development text that is otherwise addressed in the Parachute Municipal Code shall be governed by the Parachute Municipal Code.
12. The applicant and the town shall develop a PUD Development Agreement that details the uses, dimensional standards, requirements for existing and new uses, correction of nonconformities and the other issues identified in this staff memorandum and approved by the town of Parachute.
13. All representations of the applicant made in written application materials submitted to the Town and/or verbally at the Planning Commission or Trustees meetings shall be considered part of the application and be binding on the applicant.

**VI. Recommended Motion:**

The recommended motion on this request is as follows.

Motion to **APPROVE** the Grand View Industrial Center Planned Unit Development with the staff recommended conditions. (Any modifications or additional conditions made by the Planning Commission should be added to this motion).



July 31, 2014

Mr. Davis Farrar  
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Western Slope Consulting, LLC  
0165 Basalt Mountain Drive  
Carbondale, CO 81623

Dear Mr. Farrar,

We received your email reply dated 7/29/14 in reference to the 7/22/14 meeting between Clear Creek Ranch, LLC and the Town of Parachute regarding the Grand View Industrial Center PUD.

Please find below our replies to each of the comments.

**A. Redlined Document with comments as noted during the 7/22/14  
Clear Creek Ranch, LLC/Town of Parachute Meeting- With Parachute  
Staff Edits**

**1.a.-Page 4-** PVCMI Comment #1 from the 7/22/14 meeting:

*"1. Extensive discussion was had regarding the validity of the Grand View Industrial Center PUD. The attendees reviewed each of the documents provided in the 3 ring binder by Phil Vaughan. It was agreed upon by the attendees that the PUD was approved by the Town of Parachute in 1982. The PUD development plan and the PUD zoning was not recorded by the Town of Parachute. Phil Vaughan noted that the PUD has been operating for over 30 years and building permits have been issued by the Town of Parachute, thus some form of regulation of the PUD has been occurring by the Town of Parachute."*

b. Davis Farrar Reply: "It would be more accurate to state "... The PUD zoning was not recorded." It is not clear whether the responsibility for recording the documents was the applicants or the towns."

c. PVCMI Reply: We agree.

**2.a.-Page 6-** PVCMI Comment #6 from the 7/22/14 meeting:

*“6. Davis Farrar recommended that Clear Creek Ranch review the building permits to determine the building uses that each permit was issued for. Davis noted that the historic uses of the site such as truck parking, maintenance, offices, warehousing etc. are acceptable uses via the Town of Parachute. Davis noted that there will not be “red-tagging” by the Town of Parachute in regards to these historic uses.”*

b. Davis Farrar Reply: “The sentence and the last sentence should be revised to state "existing historic uses". The discussion by town staff focused on "existing uses".”

c. PVCMI Reply: We understand the clarification.

**3.a.- Page 8-** Use category- “Commercial Parking Lots or Garages”

b. Davis Farrar Reply: “Davis Farrar has this item tagged as "evaluate" for keeping as a "special review use" or supporting the applicants request of "permitted".”

c. PVCMI Reply: Thank you for the clarification.

**4.a.- Page 8-** Use Category- “Open Sales Yards”

b. Davis Farrar Reply: “Davis Farrar's notes indicate that outside storage will be evaluated as a "permitted use" based upon some standard for screening as was discussed at the meeting. Standards for screening could include language such as "screened from view by a 6 foot tall person viewing the property from the centerline of the adjacent right-of-way." or something to that effect. As noted in the meeting, existing outside storage can remain as is. The comment on screening, also applies to the use of "paint and body shops".”

c. PVCMI Reply: Although screening and landscaping was discussed at the 7/22/14 meeting, Clear Creek Ranch, LLC does not agree with the Town of Parachute staff in regards to the requirement for screening and landscaping for new uses. Please see the email from Phil Vaughan to the meeting attendees dated 7/24/14. “\*Please note that Clear Creek Ranch, LLC is not in agreement regarding the Town of Parachute Staff recommendation on screening and landscaping.”

**5.a.- Page 9-** Use Category- “Vehicle Sales and Service”

b. Davis Farrar Reply: "Davis noted that this use would be acceptable as a "permitted use" but will be subject to site plan review as noted in the original subdivision improvements agreement."

c. PVCMI Reply: Thank you for the clarification.

**6.a. Page 10-** Dimensional Standards- Minimum Lot width

b. Davis Farrar Reply: "This language could be clarified by stating "minimum lot width on cul-de-sacs shall be measured on the radius of the curve and not the cord of the arc.""

c. PVCMI Reply: Thank you for the clarification

**7.a. Page 10-** Dimensional Standards- Side Yard

b. Davis Farrar Reply: "The 10 foot side yard setback in this version is correct. The other document titled "Draft-PUD Zone District" incorrectly identified the side yard setback as 5 ft. The staff comment in that document states, Davis Farrar's notes say 10 foot side yard setback. The topic of discussion was that if the setback is less than 10 ft., then it is difficult or impossible to maintain the upper sections of a building wall and particularly if the wall is 35 ft. high."

c. PVCMI Reply: After further discussion with Clear Creek Ranch, LLC, we will agree with Town of Parachute Staff on the 10 foot side yard setback.

**8.a. Page 11-** PVCMI Comment #9 from the 7/22/14 meeting: *"9. Davis Farrar noted that the Town of Parachute has been accepting of this use during the history of the project. It is possible that new uses may require an enclosure."*

b. Davis Farrar Reply: "This language should be reworded to state that "new uses will be subject to the screening requirements." As discussed in the meeting, language needs to be developed that clarifies the vantage point from which screening will be viewed. This could include language to the fact that "uses shall be screened from view when viewed from the centerline of the adjoining right-of-way by a person 6 ft. tall." or something like that."

c. PVCMI Reply: Although screening and landscaping was discussed at the 7/22/14 meeting, Clear Creek Ranch, LLC does not agree with the Town of Parachute staff in regards to the requirement for screening and landscaping for new uses. Please see the email from Phil Vaughan to the meeting attendees dated 7/24/14. *"\*Please note that Clear Creek Ranch, LLC is not in agreement regarding the Town of Parachute Staff recommendation on screening and landscaping."*

**9.a. Page 11-** PVCMI Comment #10 from the 7/22/14 meeting: *“10. Davis Farrar noted that screening requirements can be reasonable as full and complete screening of a site is not practical or possible. Davis also noted that landscaping requirements can also be prepared that are practical. Kamron Kracht noted that water availability for irrigation of landscaping is also a concern.”*

b. Davis Farrar Reply: “See the comment above in the sticky note regarding screening and points of view. Similarly, landscaping as identified in the 1982 subdivision improvements agreement remains valid for new uses on the property.”

c. PVCMI Reply: Although screening and landscaping was discussed at the 7/22/14 meeting, Clear Creek Ranch, LLC does not agree with the Town of Parachute staff in regards to the requirement for screening and landscaping for new uses. Please see the email from Phil Vaughan to the meeting attendees dated 7/24/14. *“\*Please note that Clear Creek Ranch, LLC is not in agreement regarding the Town of Parachute Staff recommendation on screening and landscaping.”*

**10.a. Page 12-** PVCMI Comment #11 from the 7/22/14 meeting: *“11. Phil Vaughan noted the inaccuracy in his statement above and revised this to “We request that staff recommended limitations 1 and 4 noted above not be included in the approval, with revisions to number 6 noted above.””*

b. Davis Farrar Reply: “This language is still confusing and should be reworked to clarify the discussion at the 7/22/14 meeting to ensure that both the applicant and the town are in agreement.”

c. PVCMI Reply: Please find below clarification language as requested.

Please find below Town of Parachute Land Use Regulations- 15.03.197- General Requirements for all Business, Commercial and Industrial Uses. This section highly regulates the long standing Grand View Industrial Center PUD by adding landscaping and setback requirements to the development.

We believe that the following sections within 15.03.197 should be revised accordingly for use in the Grand View Industrial Center PUD. Many of the items noted within this section have been clarified in the proposed PUD documents:

~~*(a) All service, fabrication and repair operations shall be conducted within a building.*~~

~~*(b) All outdoor storage, trash receptacles and activities associated with permitted uses shall be entirely enclosed by building walls or by a solid masonry wall not less than seven (7) feet in height located at the front setback line. On all other property lines said uses shall be enclosed by buildings, solid masonry walls,*~~

~~vine covered chain link fences, or uniformly compact evergreen hedges, continuously maintained and not less than seven (7) feet in height. Items stored within one hundred (100) feet of a dedicated street or residential zone shall not be stacked higher than six (6) feet. Screen landscaping, fences and walls to enclose storage areas between adjoining industrial side and/or rear property lines may be deleted by mutual agreement of the property owners involved and the Town. Temporary unloading of railroad ear material and equipment shall be exempt from screening provided the material and equipment is or will be relocated to permanent storage appropriately screened or to the field within fifteen (15) calendar days from off loading.~~

- (c) ~~All applicable environmental standards of the State of Colorado or the United States government shall be complied with at all times.~~
- (d) ~~All business, commercial and industrial facilities adjacent to residential uses shall be screened from the residential use with landscaping and fencing of a minimum height of six (6) feet subject to review and approval of the Town Administrator. No side or rear yards required except where adjoining a residential zone, the side and rear yard(s) shall be a minimum of one hundred (100) feet. Said yards may be used for parking, loading, and accessways. A solid masonry wall not less than seven (7) feet in height shall be installed along the property line abutting the residential zone.~~
- (e) ~~Where the Industrial Zone Districts fronts, sides, or rears on any arterial street, or a local street which is a boundary with a residential zone, there shall be a yard abutting said arterial street or local street of not less than fifty (50) feet. The twenty (20) feet nearest the street shall be landscaped and maintained. The remainder may be used for parking.~~
- (f) ~~Where the Industrial Zone Districts fronts, sides or rears on a local street which is not a boundary with a residential zone, there shall be a yard of not less than ten (10) feet abutting said street.~~
- (g) ~~In all front yards, the equivalent of one (1) tree per thirty (30) lineal feet of interior property line shall be provided; in all rear and side yards, visible from adjacent streets or residential neighborhoods, one (1) tree for each thirty (30) lineal feet of combined rear and side interior property lines shall be planted in either a lineal or grouped manner. In addition, a five (5) foot, net (clear of curb), interior property line landscaped strip shall be provided. This landscaping shall be continuous along all interior property lines. Landscaping shall be held back from the property line or intersection with driveways or streets so as not to hinder traffic visibility.~~

~~(h) All yards between the public street curbing and the property line are to be professional landscaped and maintained with drought tolerant landscaping, incorporating native shrubs and trees.~~

~~(i) All unpaved or undeveloped areas of a site for which a development application has not been submitted, shall be planted with a ground cover and/or shrub material as a condition of project approval. Undeveloped areas which are proposed for future expansion shall be kept in a weed free condition.~~

~~(j) Property owners shall maintain all structures, including buildings, paved areas, accessory buildings and signs in the manner required to protect the health and safety of users, occupants, and the general public. The property shall be deemed substandard when it displays evidences of a substantial number of dilapidated conditions.~~

(k) Parking lot lighting fixtures are to have an overall maximum height that is consistent with the height of the buildings themselves. Walkway lighting fixtures are to have an overall maximum height of fourteen (14) feet.

(l) Cut-off exterior light fixtures and their location shall be submitted on a plan for review.

(m) Security lighting fixtures are not to project above the fascia or parapet of the building and are to be shielded or recessed in the building walls to provide cut-off at that property line.

~~(n) The storage of combustible materials shall be not less than twenty (20) feet from any interior lot line, and a roadway shall be provided, graded, surfaced, and maintained from the street to the rear of the property to permit free access of fire trucks at any time.~~

(o) No materials or wastes shall be deposited upon a subject lot in such form or manner that they may be transferred off of the lot by natural causes or forces. All waste materials shall be stored in an enclosed area and shall be accessible to service vehicles.

(p) Wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise attractive to rodents or insects shall be stored only in closed containers in required enclosures.

**11.a. Page 14-** PVCMI Comment #11 from the 7/22/14 meeting: “13. Non-conforming structures- Davis Farrar encouraged Clear Creek Ranch, LLC to address the issues concerning lot lines and buildings during this process.”

b. Davis Farrar reply: “As noted in the comments in the CCR document, the town staff noted the following: the staff also urged the applicant to consider filing a revised plat for the project that would make all of these corrections on a single

document for recording. Staff noted that the vast majority of the work necessary to develop a new plat was recently completed with the improvement survey and the costs for a new plat should be reasonable. Individual boundary adjustments and/or lot line eliminations would require several separate submittals and recordation of several plats would be more complex, costly and could cause future difficulties. As a side note, Davis Farrar had a conversation with Michael Langhorne on another project and briefly noted that the Grandview Industrial Center may be looking at a re-plat to remedy various encroachments. When asked whether that would be an expensive proposition, Mr. Langhorne indicated that the cost would be relatively low.”

c. PVCMI Reply: We agree and will plan to submit a revised plat that make these lot line corrections to the Town of Parachute for an administrative review and recordation. Please see the email from Phil Vaughan to the meeting attendees dated 7/24/14. “\*Please note in documents 2 and 3 that Clear Creek Ranch, LLC has agreed to a number of staff recommendations including:

- A. Maximum F.A.R.: 1.5:1
- B. 5’ sideyard setback.
- C. Lot line dissolution and consolidation”

**12.a. Page 19-** PVCMI Comments #30 and #31 from the 7/22/14 meeting:

b. Davis Farrar Reply: “It appears this should be comment 13 not comment 15.”

c. PVCMI Reply: Your comment is accurate.

**13.a. Page 23-** PVCMI Comments #41 from the 7/22/14 meeting: *“41. Davis Farrar noted that the town will review the architectural regulations for issuance of the Town of Parachute building permits, but will not take liability. Davis noted that this language should be incorporated in the CC&R’s.”*

b. Davis Farrar Reply: “As a courtesy, the town will request written approval from the ACA, but shall not be bound by ACA approvals or denials or assume liability for issuance of a building permit absent ACA approval or with an ACA denial. The ACA does not have the authority to require the town to withhold a building permit.”

c. PVCMI Reply: Thank you for the clarification.

**14.a. Page 24-** PVCMI Comments #45 from the 7/22/14 meeting: *“45. Davis Farrar encouraged Clear Creek Ranch, LLC to incorporate language into the CC&R’s noting that the Town is a 3<sup>rd</sup> party beneficiary regarding the drainage maintenance and has rights, but no obligations.”*

b. Davis Farrar Reply: “Davis Farrar stated that the town would review the CCRs to determine which sections to which they would want to be a third-party

beneficiary. In all cases, the town language would be something to the effect that "the town would be a third-party beneficiary with the right but not the obligation to enforce." This language should be clarified in these documents."

PVCMCI Reply: Please let us know of the Town's decision regarding which sections of the CC&R's that the Town would be a 3<sup>rd</sup> party beneficiary and we will review.

## **B. 07-22-14-GVIC-PUD-Town of Parachute-MtgNotes-w-attachments**

**Page 2-** Davis Farrar note: "At some point during the early discussion, Davis pointed out that the original SIA (August 26, 1982) included language about site plan review and landscaping. Book 607 Page 102 and other issues including water rights that remain obligations."

PVCMCI Reply: Our land use application documents are requesting an amendment and critical clarifications of the subdivision improvements agreements.

**Page 4-** Davis Farrar note: "See notes specific to the "Redlined Document". The redlined document submitted subsequent to the 7/22/14 meeting included a list of existing uses on the property developed by the applicant without participation by the town. See notes in this section of the redlined document for additional town comment. The existing uses on the property will be subject to review and acceptance by the town."

PVCMCI Reply: We have noted the existing uses on the property and have incorporated them into the documents submitted to the Town of Parachute on 7/24/14. It appears via the comment above that the Town does not agree with the existing uses noted in our documents. Please indicate which uses are not agreed to by the Town of Parachute.

## **C. 07-23-14- DRAFT- PUD Zone District- GVIC PUD**

PVCMCI Reply: All comments from Davis Farrar in this document have been replied to above. We look forward to receiving the staff report and will review and comment on this document.

## **D. 07-23-14-DRAFT-CCR-GVIC-PUD**

PVCMCI Reply: All comments from Davis Farrar in this document have been replied to above. We look forward to receiving the staff report and will review and comment on this document.

We look forward to the receipt of the new staff report by end of day 8/1/14 for our review and comment.

Please contact me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Philip B. Vaughan".

Philip B. Vaughan  
President  
Phil Vaughan Construction Management, Inc.  
970-625-5350

Attachments:

1. Redlined Document with comments as noted during the 7/22/14 Clear Creek Ranch, LLC/Town of Parachute Meeting- With Parachute Staff Edits Reception #331635- Grand View Industrial Center PUD.
2. 07-22-14-GVIC-PUD-Town of Parachute-MtgNotes-w-attachments
3. 07-23-14- DRAFT- PUD Zone District- GVIC PUD
4. 07-23-14-DRAFT-CCR-GVIC-PUD

**TOWN OF PARACHUTE  
ORDINANCE NO. 675**

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**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING THE ZONE DISTRICT MAP OF THE TOWN OF PARACHUTE BY APPROVING AN INDUSTRIAL PLANNED UNIT DEVELOPMENT WITHIN THE TOWN OF PARACHUTE TO BE KNOWN AS THE GRAND VIEW INDUSTRIAL CENTER PLANNED UNIT DEVELOPMENT AND APPROVING A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AND SECTION 15.01.107 OF THE PARACHUTE MUNICIPAL CODE.**

WHEREAS, by Title 15 of the Parachute Municipal Code, the Town of Parachute enacted a comprehensive zoning ordinance for the Town, known as the Town of Parachute Land Use Regulations; and

WHEREAS, the Board of Trustees of the Town of Parachute has received an application from Clear Creek Ranch, LLC, a Colorado limited liability company (the "Applicant"), to amend the zone district map by approving an industrial Planned Unit Development ("PUD") for the real property described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property") in the particulars hereinafter set forth; and

WHEREAS, the Town of Parachute Planning and Zoning Commission following a public hearing recommended approval of the PUD Application on August 11, 2014 subject to conditions; and

WHEREAS, notice of a public hearing on Applicant's application for approval of the proposed PUD and rezoning of the Property has been given as required by Section 15.01.106 of the Parachute Municipal Code; and

WHEREAS, a public hearing considering said Applicant's proposed PUD and rezoning of the Property was held on August 14, 2014 as required by Title 15 of the Parachute Municipal Code; and

WHEREAS, The Board of Trustees finds and determines that the Applicant has provided sufficient evidence that the proposed PUD is desirable because one or more of the purposes set forth in Section 15.03.310 of the Parachute Municipal Code have been met; and

WHEREAS, the Board of Trustees finds and determines that the Applicant has met its burden of providing evidence that the proposed PUD is in conformity with the Town's goals, policies, and master plan, and that the Applicant has met its burden of providing evidence that the area in question possesses geological, physiological, and other environmental conditions

compatible with and characteristic of the uses requested, and is compatible with surrounding land uses, and that the advantages of the PUD requested outweigh the disadvantages of such requested zoning designation; and

WHEREAS, the Board of Trustees has agreed to designate the PUD Development Plan, as approved, together with the PUD Guide and the PUD Development Agreement as the site specific development plan for the Grand View Industrial Center Planned Unit Development ("Site Specific Development Plan") pursuant to Article 68 of Title 24, C.R.S., and Section 15.01.107 of the Parachute Municipal Code.

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

Section 1. That Chapter 15.03 of the Parachute Municipal Code, as well as the Official Zone District Map of the Town of Parachute, established by and incorporated into said Chapter, be and the same hereby is amended so as to provide that the real property described in Exhibit "A", situate in the Town of Parachute, County of Garfield, State of Colorado, is hereby rezoned as Planned Unit Development (PUD). The zoning densities, uses, and their locations shall be those depicted in the PUD Development Plan and PUD Guide for the Grand View Industrial Center Planned Unit Development, as approved by the Board of Trustees, which is hereby incorporated herein by reference. The zoning designation herein approved specifically requires the Applicant's full compliance with the PUD Development Plan, as approved, and the Grand View Industrial Center PUD Guide, dated August 14, 2014 ("PUD Guide"), attached hereto as Exhibit "B" and incorporated herein by this reference.

Section 2. The Applicant and the Town have negotiated a PUD Development Agreement, attached hereto as Exhibit "C" and incorporated herein by this reference. Said Agreement is hereby approved. The Mayor of the Town of Parachute is hereby authorized and directed to execute said Agreement on behalf of the Town.

Section 3. Upon the effective date of this Ordinance, the zoning amendment herein contained shall be promptly entered on the appropriate page of the Official Zone District Map, showing general location, effective date, and nature of the change. One copy of the application, including the approved PUD Development Plan, PUD Development Agreement, and the approved PUD Guide, shall be retained in the records of the Building Official, in order to insure that development proceeds in conformance with the requirements of the approved zone district designation and this Ordinance.

Section 4. The PUD Development Plan, together with the PUD Guide, and the PUD Development Agreement as approved, is hereby designated as and shall collectively constitute the approved Site Specific Development Plan for the Grand View Industrial Center Planned Unit Development pursuant to Article 68 of Title 24, C.R.S., and Section 15.01.107 of the Parachute Municipal Code and by virtue of such approval, a vested property right therein has been created.

Section 5. After the effective date of this Ordinance, it shall be unlawful for any person to erect, construct, reconstruct, use or alter any building or structure or to use any land in violation of the PUD Guide. Any person who violates this Ordinance shall be guilty of a municipal offense. Each person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any provisions of this Ordinance are committed, continued or permitted and shall constitute a Class B municipal offense subject to fines and/or imprisonment as provided under the Parachute Municipal Code.

Section 6. Within ten (10) days after the effective date of this Ordinance, the Town Clerk, on behalf of the Town of Parachute, Colorado, is directed to:

a. File one copy each of the approved PUD Development Plan, the approved PUD Guide, the approved PUD Development Agreement and the original of this Ordinance in the office of the Town Clerk of Parachute, Colorado;

b. File one certified copy of this Ordinance, one copy of the approved PUD Development Plan, a copy of the PUD Development Agreement and one copy of the approved PUD Guide in the office of the Garfield County, Colorado, Assessor; and

c. File for record one certified copy of this Ordinance, one certified copy of the approved PUD Guide, one (1) certified copy of the PUD Development Agreement and one certified copy of the approved PUD Development Plan with the Clerk and Recorder of Garfield County, Colorado.

Section 7. Within fourteen (14) days after the approval of this Ordinance, the Town Clerk, on behalf of the Town of Parachute, is hereby authorized and directed to:

a. Publish in a newspaper of general circulation within the Town the full text of this Ordinance (without attachments); and

b. Publish concurrently with the publication of the within Ordinance a notice advising the general public that the PUD Development Plan, as approved, together with the PUD Guide, as approved, and the PUD Development Agreement collectively constitutes approval of a site specific development plan establishing a vested property pursuant to Article 68 of Title 24, C.R.S., and pursuant to Section 15.01.107 of the Parachute Municipal Code.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY at a regular meeting of the Board of Trustees of the Town of Parachute, Colorado, held on August 14, 2014.

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 THE INDUSTRIAL DISTRICT MAP OF THE TOWN OF PARACHUTE BY APPROVING AN INDUSTRIAL PLANNED UNIT DEVELOPMENT WITHIN THE TOWN OF PARACHUTE TO BE KNOWN AS THE GRAND VIEW INDUSTRIAL CENTER PLANNED UNIT DEVELOPMENT AND APPROVING A SITE SPECIFIC DEVELOPMENT PLAN ESTABLISHING A VESTED PROPERTY RIGHT PURSUANT TO ARTICLE 68 OF TITLE 24, C.R.S., AND SECTION 15.01.107 OF THE PARACHUTE MUNICIPAL CODE.**

was approved at a regular meeting of the Board of Trustees held on August 14, 2014, and approved by the Mayor on August 14, 2014.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**TOWN OF PARACHUTE**

---

S. Denise Chiaretta, Town Clerk

**TOWN OF PARACHUTE  
RESOLUTION NO. 2014-22**

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**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO APPROVING A GRANT AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS AND THE TOWN OF PARACHUTE, PROVIDING FOR A GRANT IN THE AMOUNT OF \$62,500.00 FOR THE PURPOSE OF UPDATING THE TOWN'S COMPREHENSIVE (MASTER) PLAN.**

WHEREAS, the purpose the Energy Mineral Impact Assistance Program administered by the Colorado Department of Local Affairs, is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels; and

WHEREAS, the Board of Trustees of the Town of Parachute applied for a grant from such program to update the Town's Comprehensive (Master) Plan; and

WHEREAS, the Colorado Department of Local Affairs has awarded the Town a \$62,500.00 grant, conditioned upon the Town spending at least the same amount, for the purpose of updating the Town's Comprehensive (Master) Plan; and

WHEREAS, the Colorado Department of Local Affairs and the Town of Parachute desire to entire into a Grant Agreement attached hereto as Exhibit "A", and incorporated herein by this reference.

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

Section 1. The Grant Agreement between the State of Colorado Department of Local Affairs and the Town of Parachute, attached hereto as Exhibit "A", is hereby approved.

Section 2. The Mayor of the Town of Parachute is hereby authorized and directed to execute such Agreement on behalf of the Town of Parachute, Colorado.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Parachute, Colorado, held on August 14, 2014.

**TOWN OF PARACHUTE, COLORADO**

ATTEST:

By

\_\_\_\_\_  
Roy McClung, Mayor

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



# Town of Parachute

---

222 Grand Valley Way Parachute, Colorado 81635

Phone: 970.285.7630

Fax: 970-285-0292

Mark King

Public Works

Director

[mking@parachutecolorado.com](mailto:mking@parachutecolorado.com)

## STAFF REPORT

**Date:** August 5, 2014  
**To:** Town of Parachute Board of Trustees  
**From:** Mark King, Public Works Director  
**Subject:** **Infrastructure Master Plan**

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### **Background:**

In 2008, the Town of Parachute updated their Future Land Plan map to reflect growth pressures the Town was experiencing as a result of natural gas exploration and production. In this plan, the Town anticipated industrial growth pressures north of Town, along County Road 215 which is a major roadway corridor for the natural gas fields in the Piceance Basin. This 2008 plan anticipated a new major intersection with I-70 approximately one-half mile west of the Town's current I-70 interchange and would be designed to re-direct the heavy truck traffic around Parachute on Parachute Park Boulevard.

In 2010, a joint project between DOLA, Garfield County, CDOT and the Town of Parachute was approved to construct a new interchange on I-70 for Parachute, but the new interchange was located approximately one mile west of the current Town's I-70 interchange. This location was selected because there was an existing I-70 overpass at this location and it provided better separation between existing I-70 interchanges.

Construction of this new interchange is now complete and the Town of Parachute needs to update their master planning documents and capital improvement plans to address growth pressures that will ultimately occur around this new interchange and along the Frontage Road / Highway 6.

We distributed a Request for Proposals (RFP) seeking proposals from individuals or firms to prepare the 2014 infrastructure master plan. We received two (2) bids.

<b>Proposer</b>	<b>Bid Amount</b>
SGM	\$ 76,895
Farnsworth Group	\$ 50,000

**Staff Analysis:**

Mark Austin, Town Engineer, and I discussed the qualifications of both companies and they were very similar. The Farnsworth Group were contracted to do the Master Plan in 2008. It was completed in the allotted time and presented in a professional manor.

**Attorney Review**

The attorney reviewed the professional service agreement.

**Recommendations**

Staff recommends that we should contract with the Farnsworth Group. They were the low bid and have all the documentation from the 2008 master plan which will assist them in preparing the 2014 plan. **See attached agreement.**

If you have any additional questions or concerns, please contact me at 970-986-1821.

## PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into this        day of                     , 2014, between the Town of Parachute, a Municipal Corporation (hereinafter referred to as "TOWN") and **Farnsworth Group, Inc.** (hereinafter referred to as "CONSULTANT").

### A. Recitals

(i) TOWN has heretofore Request a Proposal pertaining to the performance of professional services with respect to provide **"TOWN OF PARACHUTE 2014 INFRASTRUCTURE MASTER PLAN"** ("Project" hereafter).

(ii) CONSULTANT has now submitted its proposal, dated **June 27, 2014** and fee proposal, dated **June 27, 2014** for the performance of such services, a full, true and correct copy of each is attached hereto as Exhibit "A" and by this reference made a part hereof.

(iii) TOWN desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to TOWN, TOWN's Planning Commission, Town Council and staff in preparation of Project.

(iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, it is agreed by and between TOWN and CONSULTANT as follows:

### B. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

(a) Project: To provide professional services to the Town of Parachute as described in **Exhibit "A"** hereto including, but not limited to, the preparation of maps, surveys,

reports, and documents, the presentation, both oral and in writing, of such plans, maps, surveys, reports and documents to TOWN as required and attendance at any and all work sessions, public hearings and other meetings conducted by TOWN with respect to the project.

(b) Services: Such professional services as are necessary to be performed by CONSULTANT in order to complete the Project.

(c) Completion of Project: The date of completion of all phases of the Project, including any and all procedures, development plans, maps, surveys, plan documents, technical reports, meetings, oral presentations and attendance by CONSULTANT at public hearings regarding the adoption of project on or before **December 31, 2014**.

2. CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the Project in accordance with Exhibits "A" hereto and all in accordance with Federal, State and TOWN statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of TOWN.

(b) CONSULTANT shall supply copies of all maps, surveys, reports, plans and documents (hereinafter collectively referred to as "documents") including all supplemental technical documents, as described in Exhibits "A" to TOWN within the time specified in Exhibit "A". Copies of the documents shall be in such numbers as are required in Exhibit "A". TOWN may thereafter review and forward to CONSULTANT comments regarding said documents and CONSULTANT shall thereafter make such revisions to said documents as are deemed necessary. TOWN shall receive revised documents in such form and in the quantities determined necessary by TOWN. The time limits set forth pursuant to this Section B2(c) may be extended upon written approval of TOWN.

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of TOWN.

3. TOWN agrees as follows:

(a) To pay CONSULTANT a maximum sum of "FORTY-EIGHT THOUSAND TWO HUNDRED DOLLARS for the performance of the services required hereunder. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by TOWN, shall be made in accordance with the schedule set forth below. TOWN must receive a written request from CONSULTANT to use any of the contingency amount prior to performing any work that is outside the Project scope as defined in Exhibit "A". It will be the TOWN's sole discretion to authorize the use of the contingency funds and the TOWN must give this authorization to CONSULTANT in writing prior to the commencement of said work. Any work performed outside the Project scope as defined in Exhibit "A" that has not received prior written approval by TOWN is assumed to have been performed in support of said Project and included within the not-to-exceed contract amount.

(b) Payments to CONSULTANT shall be made by TOWN in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by TOWN. All charges shall be in accordance with CONSULTANT's proposal either with respect to hourly rates or lump sum

amounts for individual tasks. Notwithstanding any provision herein or as incorporated by reference, in no event shall the totality of said invoices exceed each individual task totals described in Exhibits "A", unless previously approved by the TOWN.

(c) CONSULTANT agrees that, in no event, shall TOWN be required to pay to CONSULTANT any sum in excess of the maximum payable hereunder prior to receipt by TOWN of all final documents, together with all supplemental technical documents, as described herein acceptable in form and content to TOWN. Final payment shall be made not later than 60 days after presentation of final documents and acceptance thereof by TOWN.

(d) Additional services: Payments for additional services requested, in writing, by TOWN, and not included in CONSULTANT's proposal as set forth in Exhibit "A" hereof, shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A". Charges for additional services shall be invoiced on a monthly basis and shall be paid by TOWN within a reasonable time after said invoices are received by TOWN.

4. TOWN agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Project.

(c) Such information as is generally available from TOWN files applicable to the Project.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's

responsibility to make all initial contact with respect to the gathering of such information.

5. Ownership of Documents: All documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT pursuant to this Agreement shall be considered the property of TOWN and, upon payment for services performed by CONSULTANT, such documents and other identified materials shall be delivered to TOWN by CONSULTANT. CONSULTANT may, however, make and retain such copies of said documents and materials as CONSULTANT may desire.

6. Termination: This Agreement may be terminated by TOWN upon the giving of a written "Notice of Termination" to CONSULTANT at least fifteen (15) days prior to the date of termination specified in said Notice. In the event this Agreement is so terminated, CONSULTANT shall be paid on a pro-rata basis with respect to the percentage of the Project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to TOWN any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause. Provided, however, in no event shall CONSULTANT be liable for any use of its partially completed work product by the TOWN or any other third party.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this section 7. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

TOWN REPRESENTATIVE

Town of Parachute  
Mark King, Public Works Director  
P. O. Box 100  
Parachute, CO 81635

CONSULTANT REPRESENTATIVE

Farsworth Group Inc.  
Brian Zick, P.E.  
1612 Specht Point Road, Suite 105  
Fort Collins, CO 80525

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Insurance: The CONSULTANT shall not commence work under this contract until it has obtained all insurance required hereunder in a company or companies acceptable to TOWN nor shall the CONSULTANT allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. The CONSULTANT shall take out and maintain at all times during the life of this contract the following policies of insurance:

(a) Compensation insurance: Before beginning work, the CONSULTANT shall furnish to the TOWN a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of Colorado. Such insurance shall be maintained in full force and effect during the period covered by this contract. Further, such policy of insurance shall provide that the insurer waives all rights of subrogation against TOWN and its elected officials, officers, employees and agents.

In accordance with the provisions of the State Labor Code, every contractor shall secure the payment of compensation to his employees. CONSULTANT, by executing this Agreement, certifies as follows:

“I am aware of the provisions of the State Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of work of this contract.”

(b) For all operations of the CONSULTANT or any subcontractor in performing the work provided for herein, insurance with the following minimum limits and coverage:

(1) Commercial General Liability (occurrence) - for bodily injury, death and property damage for products/completed operations and any and all other activities undertaken by the CONSULTANT in the performance of this Agreement - - or - -:

(2) (Alternative to Commercial General Liability) - Comprehensive, broad form General Public Liability (occurrence) - for bodily injury, death and property damage arising out of any activities undertaken by CONSULTANT in the performance of this Agreement.

(3) Comprehensive Automobile Liability (occurrence) - for bodily injury, death and property damage insuring against all liability arising out of the use of any vehicle.

(4) Professional Errors and Omissions Liability - insuring against all liability arising out of professional errors and/or omissions, providing protection of at least one million dollars and zero cents (\$1,000,000.00) for errors and/or omissions (“malpractice”) of CONSULTANT in the performance of this Agreement . Such policy may be subject to a deductible or retention in an amount acceptable to TOWN and shall further be subject to the provisions of subsections (2) and (6) of Section c, below. If a “claims made” policy is provided, such policy shall be maintained in effect from the date of performance of work or services on TOWN’s behalf until three (3) years after the date the work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three (3) year extended reporting

period endorsement which reinstates all limits for the extended reported period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of TOWN. Renewal or replacement policies shall not allow for any advancement of such retroactive date. Each such policy or policies shall include a standard "notice of circumstances" provision.

(5) Other required insurance, endorsements or exclusions as required by the Request for Proposal.

(6) The policies of insurance required in this Section 8(b) shall have no less than the following limits of coverage:

(i) \$2,000,000 (Two Million Dollars) for bodily injury or death;

(ii) \$1,000,000 (One Million Dollars) for property damage;

(iii) The total of the limits specified in subsections (i) and (ii),

above, where a combined single limit is provided.

(c) The policies of insurance required in subsections (1), (2) and (3) of Section 8(b), above shall:

(1) Be subject to no deductible amount unless otherwise provided, or approved in writing by TOWN;

(2) Be issued by an insurance company approved in writing by TOWN, which is admitted and licensed to do business in the State of Colorado and which is rated B+ VII or better according to the most recent A.M. Best Co. Rating Guide;

(3) Name as additional insureds the TOWN, its elected officials, officers, employees, attorneys and agents, and any other parties, including subcontractors, specified by TOWN to be included;

(4) Specify that it acts as primary insurance and that no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under said policy;

(5) Specify that it applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

(6) Contain a clause substantially in the following words:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by TOWN of written notice of such cancellation or reduction of coverage as evidenced by receipt of a registered letter.”

(7) Specify that the insurer waives all rights of subrogation against any of the named additional insureds; and

(8) Specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.

(9) Otherwise be in form satisfactory to TOWN.

(d) Prior to commencing performance under this Agreement, the CONSULTANT shall furnish the TOWN with original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the TOWN before CONSULTANT commences performance. If performance of this Agreement shall extend beyond one (1) year, CONSULTANT shall provide TOWN with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

9. Indemnification: Other than in the performance of professional services and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold TOWN, its employees, agents and officials harmless from and against their tort liability, (including liability for claims, suits, actions, expenses or costs of any kind, whether actual, alleged or threatened, actual attorney's fees incurred by TOWN, court costs, interest or defense costs including expert witness fees), where the same arise out of, in whole or in part, the performance of the Agreement by CONSULTANT (or any individual or entity that CONSULTANT shall bear the legal liability thereof) and which result in bodily injury or property damage to any individual or entity, including the employees or officials of CONSULTANT.

In addition to the foregoing, CONSULTANT shall indemnify and hold harmless TOWN and its officials and employees from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs to the extent the same are caused by the professional negligence of CONSULTANT (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services pursuant to this Agreement.

10. Assignment: No assignment of this Agreement or of any part or obligation of performance hereunder shall be made, either in whole or in part, by CONSULTANT without the prior written consent of TOWN.

11. Damages: In the event that CONSULTANT fails to submit to TOWN the completed project, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of TOWN, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to TOWN, as liquidated damages and not as a penalty, the sum of  N/A  dollars (\$000.00) per

day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by TOWN or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

12. Independent Contractor: The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of TOWN.

13. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

14. Attorneys' Fees: In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

15. Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

16. Illegal Alien Provision: The Contractor shall not (1) Knowingly employ or contract with an illegal alien who will perform work under this Contract; or (2) Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed. The E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.

If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Contractor shall (1) Notify the subcontractor and the Town within three days that the Contractor has actual knowledge that the subcontractor is employing or Contracting with an illegal alien; and (2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1) of this paragraph D the subcontractor does not stop

employing or contracting with the illegal alien, except that the Contractor 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.

The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*

Compliance with Article XXVIII of the Colorado Constitution. If and only to the extent this Contract constitutes a "sole source government contract" within the meaning of Article XXVIII of the Colorado Constitution ("Article XXVIII"), then the provisions of Sections 15 through 17 of Article XXVIII ("Amendment 54") are hereby incorporated into this Contract and the parties hereto shall comply with the provisions of Amendment 54. In such a case, for purposes of this Contract, Contractor shall constitute a "contract holder" for purposes of Amendment 54, as shall any additional persons, officers, directors or trustees related to Contractor who qualify as "contract holders" pursuant to the definition set forth in Article XXVIII. In addition, if and only to the extent this Contract constitutes a "sole source government contract," the Contractor hereby certifies that it is not ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any statute or court decision thereunder, and the Contractor hereby agrees to notify the Town of Parachute immediately if, at any point during the term of this Contract, the Contractor shall become ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or

otherwise do not apply to this Contract, such provision or provisions shall no longer be incorporated into this Contract and the parties hereto shall have no obligations under such provision or provisions.

If Contractor violates this provision, the Town may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the Town for actual and consequential damages.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT

\_\_\_\_\_  
\_\_\_\_\_

TOWN

\_\_\_\_\_  
Mayor

ATTEST:

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

**TOWN OF PARACHUTE  
RESOLUTION NO. 2014-22**

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**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO APPROVING A GRANT AGREEMENT BETWEEN THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS AND THE TOWN OF PARACHUTE, PROVIDING FOR A GRANT IN THE AMOUNT OF \$62,500.00 FOR THE PURPOSE OF UPDATING THE TOWN'S COMPREHENSIVE (MASTER) PLAN.**

WHEREAS, the purpose the Energy Mineral Impact Assistance Program administered by the Colorado Department of Local Affairs, is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels; and

WHEREAS, the Board of Trustees of the Town of Parachute applied for a grant from such program to update the Town's Comprehensive (Master) Plan; and

WHEREAS, the Colorado Department of Local Affairs has awarded the Town a \$62,500.00 grant, conditioned upon the Town spending at least the same amount, for the purpose of updating the Town's Comprehensive (Master) Plan; and

WHEREAS, the Colorado Department of Local Affairs and the Town of Parachute desire to entire into a Grant Agreement attached hereto as Exhibit "A", and incorporated herein by this reference.

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

Section 1. The Grant Agreement between the State of Colorado Department of Local Affairs and the Town of Parachute, attached hereto as Exhibit "A", is hereby approved.

Section 2. The Mayor of the Town of Parachute is hereby authorized and directed to execute such Agreement on behalf of the Town of Parachute, Colorado.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Parachute, Colorado, held on August 14, 2014.

**TOWN OF PARACHUTE, COLORADO**

ATTEST:

By

\_\_\_\_\_  
Roy McClung, Mayor

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



# Town of Parachute

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222 Grand Valley Way Parachute, Colorado 81635

Phone: 970.285.7630

Fax: 970-285-0292

Mark King

Public Works

Director

[mking@parachutecolorado.com](mailto:mking@parachutecolorado.com)

## STAFF REPORT

**Date:** July 2, 2014

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

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

**Subject:** Parachute Park Boulevard Phase 1 street resurfacing bids

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### **Background:**

The Town of Parachute issued an R.F.P. in July 2014

The project proposes to reconstruct 2,700 linear feet of concrete roadway on Parachute Park Boulevard (PPB). The work will include removal of approximately 18,000 square yards of concrete roadway and subgrade and replacing it with new road base and asphalt pavement.

The existing concrete roadway was constructed in 2008 by private development and began failing soon after the original construction. The developer declared bankruptcy which limited the financial recourses the Town had in place to financially secure the improvements.

The bids are as follows:

<b>Proposer</b>	<b>Bid Amount</b>
1) Kuersten Construction	\$1,074,459.00
2) Gould Construction	\$1,127,849.85
3) J.C. Excavation	\$875,982.78

# Contract Documents

*For*

# Parachute Park Boulevard Phase I Resurfacing

July 2014



*Town of Parachute*

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222 Grand Valley Way Parachute, Colorado 81635

4) United Companies	\$838,307.60
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**Staff Analysis:**

Mark Austin, Town Engineer and I opened the bids. Kuersten Construction, United Companies, and Gould Construction were present for the bid opening. Mark and I reviewed the bids after the representatives left. All companies presented bids and are qualified to perform the scope of work.

**Attorney Review**

Contract was drafted by attorney. Attachment for contract is available on request.

**Recommendations**

Staff recommends you award the contract and notice to proceed to United Companies and give the Mayor authorization to sign the contract.

If you have any additional questions or concerns, please contact me at 970-986-1821

TOWN OF PARACHUTE, COLORADO  
PARACHUTE PARK BOULEVARD PHASE I RESURFACING

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**CONTRACT**

This CONTRACT made and entered into this \_\_\_ day of \_\_\_, 2014, by and between the **Town of Parachute, Colorado**, a Municipal Corporation in the County of Garfield, State of Colorado, hereinafter in the Contract Documents and Plans referred to as the "Town" and **Oldcastle SW Group, Inc., dba United Companies of Mesa County**, hereinafter in the Contract Documents referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Town advertised that sealed Bids would be received for furnishing all labor, tools, supplies, equipment, materials, and all that is necessary and required to provide asphalt pavement repair work.

WHEREAS, the Contract has been awarded to the above named Contractor by the Town, and said Contractor is now ready, willing and able to perform the Work specified in the Notice of Award, in accordance with the Contract Documents and Plans;

NOW, THEREFOR, in consideration of the compensation to be paid the Contractor, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments, drawings, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments, drawings, and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

1. Contract Documents for Parachute Park Boulevard Phase I Resurfacing
2. Project Bid Sheet For Parachute Park Boulevard Phase I Resurfacing
3. Parachute Park Boulevard Phase I Resurfacing Drawings 1 through 5.
4. Proposal for Parachute Park Boulevard Phase I Resurfacing
5. Addendums #1 and #2
6. Public Works Improvements Manual;
  - a. General Contract Conditions
  - b. Standard Contract Documents and Forms;
  - c. Standard Specifications for Road and Bridge Construction
  - d. Standard Specifications for Construction of Underground Utilities;
  - e. Standard Details

## ARTICLE 2

Definitions: The definitions provided in the Town of Parachute Public Works Improvements Manual General Contract Conditions apply to the terms used in the Contract and all the Contract Documents and Plans.

## ARTICLE 3

Contract Work: The Contractor agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Work described, set forth, shown, and included in the Contract Documents and Plans as Notice of Award.

## ARTICLE 4

Contract Time and Liquidated Damages: The Contractor hereby agrees to commence Work under the Contract on or before the date specified in a written Notice to Proceed from the Town, and to achieve Substantial Completion and Final Completion of the Work within **sixty calendar days (60)**.

## ARTICLE 5

Contract Price and Payment Procedures: The Contractor shall accept as full and complete compensation for the performance and completion of all of the Work specified in this Contract and the Contract Documents for a price of **\$838,307.60 (Eight-hundred thirty-eight thousand three hundred seven dollars and sixty cents)**. The amount of the Contract Price is and has heretofore been appropriated by the Board of Trustees of the Town of Parachute for the use and benefit of this Project. The Contract Price shall not be modified, except by Change Order or other written directive of the Town. The Town shall not issue a Change Order or other written directive which requires additional work to be performed, which work causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Town provides Contractor written assurance that lawful appropriations to cover the costs of the additional work have been made. Written assurance shall be provided in the form of a letter signed by the Town Administrator.

Unless otherwise provided in the Special Conditions, monthly partial payments shall be made as the Work progresses. Applications for partial and Final Payment shall be prepared by the Contractor and approved by the Town in accordance with the General Contract Conditions.

Upon Final Completion of the Work under the Contract, and before the Contractor shall receive final payment, the Town shall publish at least twice in a newspaper of general circulation published in the Town a notice that: 1) the Town has accepted such Work as completed according to the Contract Documents and Plans; 2) the Contractor is entitled to final payment therefor; 3) thirty days after the first publication, specifying the exact date, the Town shall pay the full balance due under the Contract; and 4) persons having claims for labor, materials, team hire, sustenance, provisions, provender, or other supplies used or consumed by the Contractor or a subcontractor shall file a verified statement of the amount due and unpaid on account of such claim prior to the date specified for such payment. Nothing herein shall be construed as relieving the Contractor and the Sureties on

the Contractor's Bonds from any claim or claims for work or labor done or materials or supplies furnished in the execution of the Contract.

#### ARTICLE 6

Bonds: The Contractor shall furnish currently herewith the Bonds required by the Contract Documents and Plans, such Bonds being attached hereto. The Performance Bond shall be in an amount not less than one hundred percent (100%) of the Contract Price set forth in Article 5. The Payment Bond shall be in an amount not less than one hundred (100%) of the Contract Price set forth in Article 5. Bonds in the amounts of \$1,000 or less will be made in multiples of \$100; in amounts exceeding \$5,000, in multiples of \$1,000; provided that the amount of the Bonds shall be fixed by the Town at the lowest sum that fulfills all conditions of the Contract.

#### ARTICLE 7

Contract Binding: The Town and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Town and Contractor and may only be altered, amended or repealed by a duly executed written instrument. Neither the Town nor the Contractor shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Contractor shall not assign any moneys due or to become due without the prior written consent of the Town.

By executing this Agreement, Contractor warrants that:

1. Contractor has not allowed any competing bidder or employee or agent thereof to see Contractor's bid or to know of its content.
2. Contractor has not discussed the contents of its bid with any competing bidder, or any other person who a reasonably prudent person would believe would be likely to transmit the information to a competing bidder. Failure to abide by the above provision relating to collusion shall render the Contractor liable to the Town for damages, including, without limitations, payment of the bid bond as liquidated damages. In addition, the Town may void any contract entered into with a bidder guilty of collusion.

#### ARTICLE 8

Severability: If any part, portion of provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

## ARTICLE 9

Contractor's Representations: In order to induce the Town to enter into this Agreement contractor makes the following representations and commitments:

1. Contractor has examined and carefully studied the Contract Documents, (including any and all Addenda) and the other related data identified in the Bidding Documents.
2. Contractor has inspected the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
3. Contractor is familiar with and is satisfied as to all federal, State and local laws and regulations that may affect cost, progress and furnishing of the Work.
4. Contractor has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions relating to surface or subsurface structures (except Underground Facilities) at or contiguous to the site.
5. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes.
6. Contractor acknowledges that the Town and the Project Manager do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to such reports, drawings or to Underground Facilities (if any) at or contiguous to the site. Contractor has conducted, obtained and carefully studied (or assumes responsibility for having done so) all necessary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
7. Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price,

within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the General Contract Conditions.

8. Contractor is aware of the general nature of work to be performed by the Town and others at the site that relates to the Work as indicated in the Contract Documents.
9. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests studies and data with the Contract Documents.
10. Contractor has given the Project Manager written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by the Project Manager is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing the Work.
11. Contractor will use its best skill and workmanship to provide Work of the highest quality which is consistent with the standards of the industry.

#### ARTICLE 10

1. E-Verify Program means the electronic employment verification program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program.
2. Department Program means the employment verification program established pursuant to Section 8-17.5-102(5)(c), C.R.S.
3. The Contractor shall not:
  - a. Knowingly employ or contract with an illegal alien who will perform work under this Contract; or
  - b. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.
4. The Contractor certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this public contract for services, and that the Contractor will participate in the E-Verify Program or Department Program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services. The Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to

perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. The Contractor is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

5. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or Contracts with an illegal alien, the Contractor shall:
  - a. Notify the subcontractor and the Town within three days that the Contractor 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 subparagraph (1) of this paragraph D the subcontractor does not stop employing or contracting with the illegal alien, except that the Contractor 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.
6. The Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-101, *et seq.*
7. Compliance with Article XXVIII of the Colorado Constitution. If and only to the extent this Contract constitutes a "sole source government contract" within the meaning of Article XXVIII of the Colorado Constitution ("Article XXVIII"), then the provisions of Sections 15 through 17 of Article XXVIII ("Amendment 54") are hereby incorporated into this Contract and the parties hereto shall comply with the provisions of Amendment 54. In such a case, for purposes of this Contract, Contractor shall constitute a "contract holder" for purposes of Amendment 54, as shall any additional persons, officers, directors or trustees related to Contractor who qualify as "contract holders" pursuant to the definition set forth in Article XXVIII. In addition, if and only to the extent this Contract constitutes a "sole source government contract," the Contractor hereby certifies that it is not ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any statute or court decision thereunder, and the Contractor hereby agrees to notify the Town of Parachute immediately if, at any point during the term of this Contract, the Contractor shall become ineligible to hold any "sole source government contract" pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to this Contract, such provision or provisions shall no longer be incorporated into this Contract and the parties hereto shall have no obligations under such provision or provisions.

8. If Contractor violates this article, the Town may terminate the Contract for breach of the Contract. If so terminated, the Contractor shall be liable to the Town for actual and consequential damages.

IN WITNESS WHEREOF, the Town of Parachute, Colorado, has caused this Contract to be subscribed by its Town Manager and sealed and attested by its Town Clerk in its behalf; and the Contractor has signed this Contract the day and the year first mentioned herein.

The Contract is executed in four counterparts.

**THE TOWN OF PARACHUTE, COLORADO**

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

ATTEST:

SEAL:

By: \_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
Title Date \_\_\_\_\_

ATTEST:

CORPORATE SEAL:

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

**TOWN OF PARACHUTE  
RESOLUTION NO. 2014-19**

---

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO  
CONCERNING THE FIRE AND POLICE PENSION ASSOCIATION ELECTION REGARDING MEMBER  
CONTRIBUTIONS TO THE STATEWIDE DEFINED BENEFIT PLAN.**

**WHEREAS**, Section 31-31-408(1.5), C.R.S., as amended, authorizes the Board of Directors of the Fire and Police Pension Association (“the FPPA Board”) to increase the member contribution rate for pension benefits for participating public safety officers with respect to the members of the Statewide Defined Benefit Plan (“the Plan”), as established pursuant to Section 31-31-402, C.R.S., upon the meeting of certain conditions; and

**WHEREAS**, pursuant to FPPA Resolution No. 2014-05, the FPPA Board has directed an election of the participating Employers in the plan be conducted with regard to an increase in the member contribution rate for the Plan by an additional 4% of base salary, to be implemented by an annual increase in the member contribution of ½% of base salary paid beginning in 2015. The member contribution rate shall be increased by an additional ½% of base salary paid in each of the 7 following years, through 2022, until the cumulative increase in the member contribution rate is 4% of base salary paid; and

**WHEREAS**, employees in the Town of Parachute’s police department earn service credit towards retirement and are thereby members of the Plan administered by FPPA; and

**WHEREAS**, the Town of Parachute is thereby eligible to vote in the Employer election concerning the membership contribution rate, being conducted at the direction of the FPPA Board.

**NOW THEREFORE BE IT RESOLVED** by the Town of Parachute that:

\_\_\_\_\_ Votes in FAVOR of increasing the member contribution rate for the Statewide Defined Benefit Plan, by an additional 4% of base salary paid.

\_\_\_\_\_ Votes AGAINST increasing the member contribution rate for the Statewide Defined Benefit Plan, by an additional 4% of base salary paid.

The Town of Parachute’s Town Clerk is directed to file an original or a certified copy of this resolution with the Fire and Police Pension Association.

**INTRODUCED, READ, PASSED AND ADOPTED** at a regular meeting of the Board of Trustees of the Town of Parachute, Colorado held on August 14, 2014.

\_\_\_\_\_  
Mayor, Roy McClung

ATTEST:

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

## Questions & Answers Regarding the SWDB Plan Employer Election 2014

The following may be helpful to you as you prepare to cast the Employer vote.

- 1. Does this election impact the Employer contribution rate?** No, just the Member contribution rate to the SWDB Plan.
- 2. Why should the Employer vote in favor of this proposal?**
  - a. There is no impact to the Employer contribution rate to the plan.
  - b. The increase in the Member contribution rate shall not be subject to negotiation for payment by the Employer, per statute. See C.R.S. 31-31-408(1.5)(b)
  - c. The added funding increases the plan's ability to pay your retirees more meaningful benefit adjustments (commonly referred to as COLA's).
  - d. The added funding also reduces the likelihood that future benefits will need to be rolled back or further contribution rate increases would be needed.
- 3. Why does the Employer vote on a proposal to amend the SWDB Plan?** The state statutes provide that if a plan modification is approved by at least 65% of the active members of the plan who vote in the election proposing an increase in the member contribution rate, then in order to be implemented, the proposal must also be approved by more than 50% of the eligible Employers who vote. Eligible Employers are those having active members covered by the plan as of May 15, 2014 at 5:00 p.m.
- 4. Regarding the 65% approval mentioned in Question 3, does this mean by department?** No, the 65% applies to the active members of the plan from all departments who vote in the election, not individual departments. An Employer may evaluate whether a majority of its voting members support the proposal.
- 5. Why did I get this letter?** All Employers were requested to provide FPPA with a contact for the election process; if none was provided this mailing was sent to the department chief.
- 6. How does the Employer cast a vote?** Employers cast a vote by submitting to FPPA a resolution from the city council or district board indicating whether or not the Employer supports the proposed change. A sample resolution is enclosed for your use. An electronic version is available on at [www.FPPAco.org](http://www.FPPAco.org), click on the Employer Button.

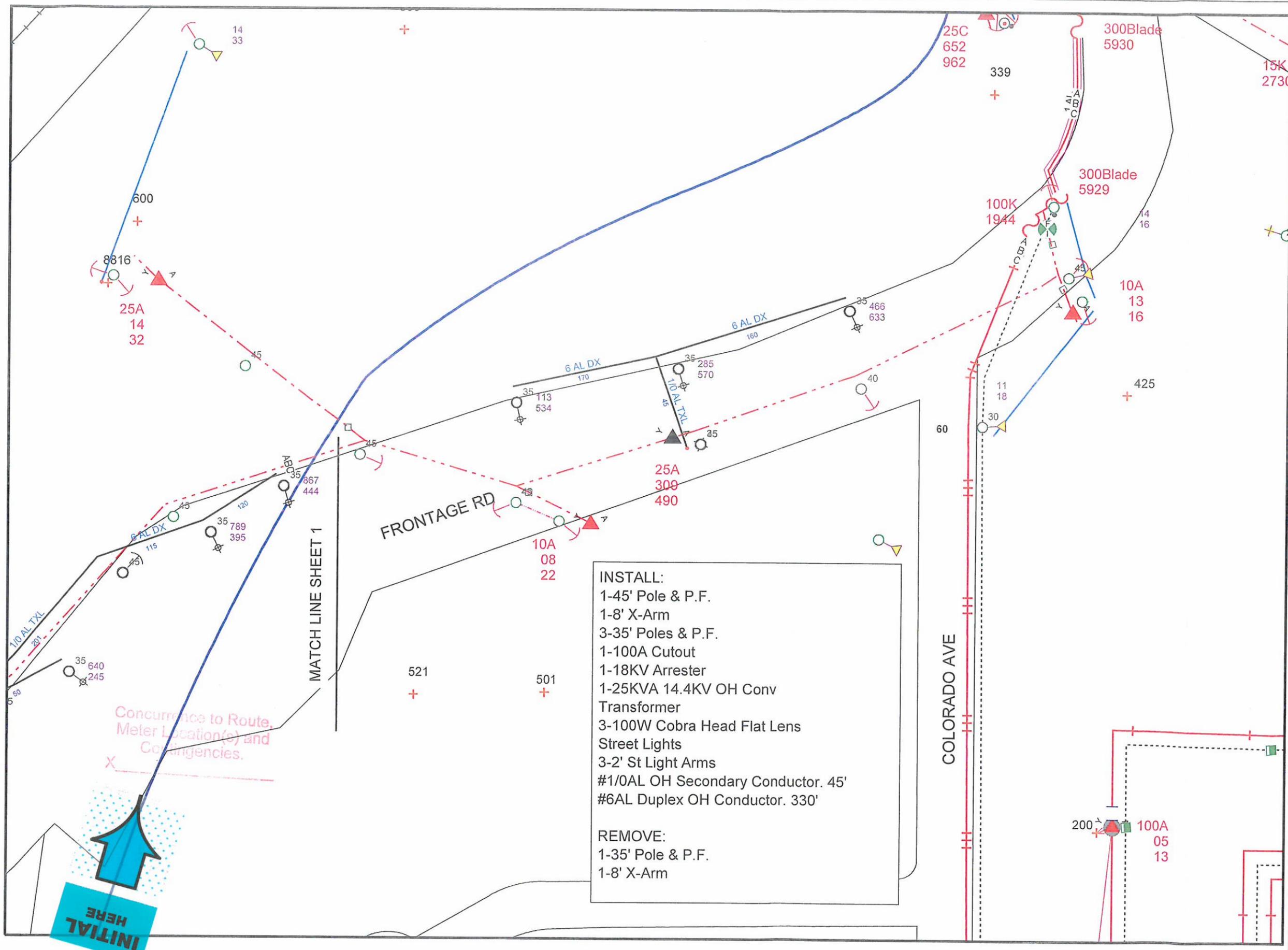
As an alternative, you may submit certified copies of the minutes from your city council or district board meeting indicating the results of the Employer vote.

FPPA will accept an original, or a certified copy of the original of either document. If you choose to submit by email or fax, we ask that you follow it up with the original or certified copy by mail. Please see contact information below.

- Mail: FPPA, 5290 DTC Parkway, #100, Greenwood Village, CO 80111.
- E-Mail: [GeneralBenefits@FPPAco.org](mailto:GeneralBenefits@FPPAco.org)
- Fax: 303-771-7622

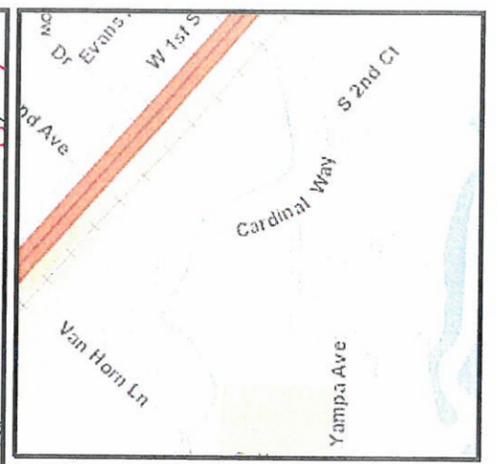
- 7. What is the deadline for submitting the Employer vote?** The completed and signed resolution(s) or copies of the minutes must be received by FPPA no later than 4:00 pm MT on August 22, 2014, in order to be counted. If a copy is submitted by fax or email prior to the deadline, the original or certified copy should be mailed as soon as practical, but may be received after the deadline.
- 8. If our active police officers and active paid firefighters both participate in the Statewide Defined Benefit Plan do we get a separate vote for each department?** Yes. In this case, FPPA will expect to receive two resolutions.
- 9. Do we get a separate vote for Administrative Personnel who participate in the plan?** No. Administrative personnel covered by the SWDB Plan are considered part of the Fire District/Authority.
- 10. Is the Employer required to vote?** No, Employers are not required to vote. The Employer election will pass if a majority of those Employers voting in the Employer election approve the proposal.
- 11. If none of our active members voted, do we still get an Employer vote?** Yes.
- 12. Is the Employer required to vote the same way as the majority of its members?** No, the Employer's decision is made independently by the local governing body.
- 13. How do I know how the members from this department voted?** Please see the enclosed form showing if the proposal was supported by the majority of your firefighters and/or police officers who voted in the election, and the specific percentage of your members who voted for and against the proposal.

- 14. Does FPPA have results of how the members voted on the Contingent Proposal?** No. We do not have the numbers for the contingent 2% option. The Board's Resolution, and the agreement with the election vendor, was that the results for the Contingent Proposal would not be tabulated and provided to FPPA unless the Primary Proposal failed.
- 15. Where can I go to get more information about the Primary Proposal?** Please visit the dedicated website, [www.FPPAElectionCentral.org](http://www.FPPAElectionCentral.org) or call FPPA at 1-800-332-3772 or 303-770-3772.
- 16. When can we expect to hear the results of the Employer election?** FPPA anticipates that the results will be available in September 2014. Watch your email and the FPPA website, [www.FPPAco.org](http://www.FPPAco.org).
- 17. If passed, when does the member contribution rate change begin?** The implementation is to begin in January 2015, and the change will be fully implemented by 2022.



**INSTALL:**  
 1-45' Pole & P.F.  
 1-8' X-Arm  
 3-35' Poles & P.F.  
 1-100A Cutout  
 1-18KV Arrester  
 1-25KVA 14.4KV OH Conv Transformer  
 3-100W Cobra Head Flat Lens Street Lights  
 3-2' St Light Arms  
 #1/0AL OH Secondary Conductor. 45'  
 #6AL Duplex OH Conductor. 330'

**REMOVE:**  
 1-35' Pole & P.F.  
 1-8' X-Arm



Work Order Information	
Service Request #	: 01053043
Design Number	: 0000434279 1
Designer/Planner ID	: tf450
Designer/Planner Name	: McSchooler, Tillmon
Designer/Planner Ph #	: 970.244.2695
Manager Approval	: _____

Joint Utility	
E: Xcel	G: Xcel
T: CenturyLink	C: Comcast

Design Location	
Division	: WESTERN REGION
County	: Garfield
City	: PARACHUTE
Address	: Cardinal Way
T: 7S	R: 96W S: 12
Map #	: 1278596 02
Permit	: Town of Parachute

Electric	
Feeder: 2474W	Voltage: 24900 & 14400
Phase: A	Bkup Dev ID:

Gas	
System	: N/A
Pressure	: N/A
Size	: N/A
Material	: N/A
Dead End	: N/A

Work Order # :  
 Date: 11/14/2013  
 Sketch: 2 Of 2  
 Scale: 1" equals 100'

**Xcel Energy**

**CONSTRUCTION USE ONLY**

NO CHANGES (BUILT AS DESIGNED)  
 CHANGES MADE AS INDICATED  
 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO: \_\_\_\_\_  
 FOREMAN: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TEAM LEADER: \_\_\_\_\_

Page 203 of 238

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# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

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

## STAFF REPORT

**DATE:** August 14, 2014  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT:** **CONTRACT WITH XCEL ENERGY TO INSTALL STREET LIGHTING ON CARDINAL WAY**

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### Background

Grand Valley High School students walk along Cardinal Way to get to and from school. Often they walk at night. The lighting along Cardinal Way is insufficient to provide adequate lighting safety for the students.

Members of the Board of Trustees envisioned a project that would provide lighting along Cardinal Way to improve the safety for the students. \$10,000 has been received in donations from businesses and residents. In addition, a grant was secured from the Associated Governments of Northwest Colorado (AGNC) for the amount of \$3,750. Another grant was received from Encana for the amount of \$2,797. The Town will be responsible for the remaining amount of \$1,910. The full project budget of \$18,457 is illustrated in Exhibit "A" attached.

### Staff Analysis

Staff explored the potential and costs of expanding the project to include planning for improvements to Cardinal Way. This would include having the electrical wiring underground, locating the lights in appropriate locations for future development of the street, and having lights that would be more consistent with the design standards developed by the Town previously.

The street was surveyed and a cost estimate was developed between \$75,000 and \$85,000. This cost assumes that the Town's Public Works staff would do the trenching. If Xcel were to do the trenching the costs would be 35% higher or \$101,250.

**Attorney Review**

N/A

**Recommendations**

Staff presents to the Board two options:

1. Approve the agreement with Xcel Energy to install the lighting along Cardinal Way. The agreement proposes an amount of \$18,457.
2. Approve moving forward with the option of developing a plan and install the lights that takes into consideration Town requirements and future plans. The cost would be between \$75,000 and \$85,000.

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

## EXHIBIT "A"

PROJECT BUDGET						
	Source of Funds	Date Secured	AGNC Grant Request (\$)	Partner Match (\$)	Amount of CTF Funds (\$)	Total Funding (\$)
<b>CASH</b>						
	AGNC	5/14	\$ 3,750			\$ 3,750
	Encana	TBD			\$ 2,797	\$ 2,797
	Donations	12/13		\$ 10,000		\$ 10,000
	Town of Parachute	8/14		\$ 1,910		\$ 1,910
	<b>TOTAL CASH CONTRIBUTIONS</b>		<b>\$ 3,750</b>	<b>\$ 11,910</b>	<b>\$ 2,797</b>	<b>\$ 18,457</b>
<b>IN-KIND</b>						
						\$ -
						\$ -
	<b>TOTAL IN-KIND CONTRIBUTIONS</b>		<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>TOTAL SOURCE OF FUNDS</b>			<b>\$ 3,750</b>	<b>\$ 11,910</b>	<b>\$ 2,797</b>	<b>\$ 18,457</b>
<b>CASH</b>	<b>USE OF FUNDS</b>		<b>NUMBER OF UNITS</b>	<b>COST PER UNIT</b>	<b>TOTAL FUNDING</b>	
<b>All Cash Contributions</b>	Xcel Install Lighting		1	\$ 18,457	\$ 18,457	
<b>USE OF FUNDS - CASH SUBTOTAL</b>					<b>\$ 18,457</b>	
<b>IN-KIND</b>	<b>USE OF FUNDS</b>		<b>NUMBER OF UNITS</b>	<b>COST PER UNIT</b>	<b>TOTAL FUNDING</b>	
<b>USE OF FUNDS - IN-KIND SUBTOTAL</b>					<b>\$ -</b>	
			<b>TOTAL PROJECT COST</b>		<b>\$ 18,457</b>	



03/12/2014

Town of Parachute  
PO Box 100  
Parachute, CO 81635

Subject: Request For Electric Street Lighting on Cardinal Way

Dear Mr. Parmenter:

I have completed the engineering design and cost estimate to provide Electric Street Lighting based upon information you have provided. This design is based upon installing Electric Street Lighting, as shown on the enclosed drawing. The cost to provide the requested Street Lighting is \$16,779.00, which is non-refundable and payable in advance.

This proposal is contingent upon the following:

- All work performed during our normal work hours.
- Obtaining "Right-of-Way" at no cost to us.
- Obtaining permits as needed.
- No frost, in the ground, during construction or agreeing to pay for additional costs during frost conditions.
- There is an additional charge to open the transformer.
- Providing final grade elevations, at our equipment locations.
- Grade at trench location to be within 6 inches of the final grade.

If necessary our right-of-way agent will mail the right-of-way or easement documents to the appropriate landowners for their signature. This proposal is contingent upon receiving easements at no cost to us. Our right-of-way agent will need a copy of the Warranty Deed, the legal description, and the site drawing in order to prepare the easement for the landowner's signature.

**NOTE:** You must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities if they need to be relocated or disconnected along with the Street Lighting.

If you accept the above costs and system design, please sign and date the second page of this letter and return the documents to me along with the payment made out to Public Service Company of Colorado, at the address shown below. We are unable to accept checks with any sort of Lien Waiver because our Tariffs do not make an allowance for PSCO to accept checks printed or stamped with a lien waiver. After the signed and dated documents and total payment of \$16,779.00 are received, a work order will be issued and released so your project can be placed on the construction schedule. Our current lead-time to begin work after receiving the payment and signed documents is approximately 5-7 weeks. You will be notified of the week that our construction is scheduled to begin as soon as it is available.

This proposal will be valid until May 12, 2014. If you have any questions regarding this project, please call me at 970-244-2695.

Sincerely,

  
Tillmon McSchooler

Mailing address:           Public Service Company of Colorado  
                                  2538 Blichmann Ave  
                                  Grand Junction, CO 81505

Revision March 5, 2014

1

Enc: Contingency List  
Concurrence Sketch



I have reviewed and approve of the enclosed design. I accept the cost of \$16,779.00 and this amount will be paid to Xcel Energy in full prior to the scheduled construction date. I will send a signed copy of this letter with the applicable agreements.

\*Signature: \_\_\_\_\_

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

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

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

Mailing address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* Confidential Information

### ELECTRIC CONTINGENCY LIST

**CUSTOMER:** Town of Parachute  
**ADDRESS:** PO Box 100  
**CITY:** Parachute, CO 81635  
**DESIGN NO:** 434279

Public Service Company of Colorado d/b/a Xcel Energy has completed the engineering design and cost estimate for your electric and gas distribution request. Public Service Company will install the facilities, as shown on the attached engineering sketches, when all enclosed documents have been signed and returned along with the required payment. Please be aware that additional estimates may be subject to re-engineering charges. Public Service Company looks forward to completing the installation of these facilities for you and providing for any future energy needs you may have.

**This Agreement**, made in Grand Junction Colorado this 12th day of March 2014, by and between **PUBLIC SERVICE COMPANY** (its successors and assignees), hereinafter referred to as "Company" and Town of Parachute (administrators, executors, heirs, and assignees) (successors and assignees), hereinafter referred to as "**OWNER**". **Owner** has requested Company to extend its Natural Gas and Electric Distribution Systems in order to provide service to the premises of **Owner** located at Cardinal Way and to supply such Gas and or Electric service at said location necessitates agreement by the **Owner** for the following items:

**OWNER AGREES:**

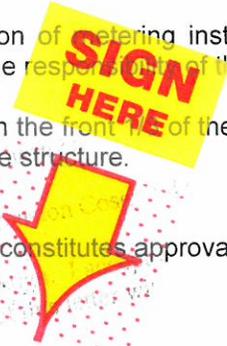
**GENERAL:**

- All streets and easements are to be within plus or minus six (6) inches of final grade except for transformer, switch cabinet locations, pedestal, gas regulator station, and other surface mounted equipment, which must be exact final grade.
- All necessary easements and rights-of-way must be provided at minimum cost (\$1.00) to Company at least ten (10) days prior to the start of construction.
- The design and estimate are contingent upon Company acquiring a \_\_\_\_\_ permit.
- Owners are required to have curb and gutter installed prior to installation of electric and gas distribution facilities.
- Necessary curve points and property pins must be staked and visible in the field. Company will strive to preserve property pins and staking however replacing these items if necessary will be the developer's responsibility.
- All Water and sewer lines, must be installed not less than one foot beyond the property line and/or utility easement prior to the start of installation of Company facilities. If water and or sewer stubs across easement are less than 42" deep, Company will install conduit as needed and bill the additional costs to customer. No customer owned electric lines, irrigation lines, or private facilities are allowed in our trench, whether the trench is dug by **Company**, **Owner**, or **Owner's** contractor.
- Pouring/paving of driveways and landscaping must be delayed until after our installations. Installations of sidewalks, and landscaping need to be considered by the **Owner**. Relocations of company facilities caused by, or requested by, **Owner** due to site changes or customer preference after the Gas and or Electric Facilities have been installed will result in additional charges to the **Owner**.
- Where slopes exist that prohibit trenching, the customer must provide temporary grade for trenching equipment.
- The construction route must be clear of all obstructions. Construction material must be cleared from route along with temporary trailers, buildings or other obstacles.
- Customer will clear necessary trees along the construction route.

- Customer will be responsible for replacing existing sod, shrubs, trees, etc. and repairing existing paving on the customers property, at no cost to Company.
- All crossings to be gray schedule 40 4" PVC installed by customer at \_\_\_\_\_ depth, with proper separation from other utilities, and permanently marked for use specifically By **Public Service Company.**
- The customer must insure that all Company facilities remain accessible at all times for routine maintenance purposes.
- All roof drains are to be directed away from Company equipment in a manner to prevent damage and/or settling of facilities.
- All areas of the door sides of transformers and/or switch cabinets are to remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- If transformers / switch cabinets and meters need bumper protection, the customer is responsible for the installation and cost of installing the protection. Contact design engineer for bumper protection clearance requirements.
- The developer/owner shall be responsible for disposal, in accordance with federal and state law(s) and local ordinances, of any soil and debris excavated from the property that is contaminated with hazardous substances, wastes, petroleum, etc.

**METER AND SERVICE INFORMATION**

- The permanent address must be attached to the building before the permanent meter will be set.
- Multiple unit structures must have each meter housing and fuel line permanently identified before the meter will be set.
- Multiple unit structures with banked metering require separate trenches for any customer-owned facilities.
- Customer is responsible to provide required clearances for all electric and gas metering equipment.
- Company will install all residential underground electric services.
- All commercial electric underground services, complete to transformer, pedestal or terminal pole shall be installed, owned and maintained by the customer.
- Adequate conduit under concrete, decks or other obstructions shall be the responsibility of the customer.
- Overhead to underground conversion of metering installations and risers, including all wiring and building repairs, shall be the responsibility of the customer.
- Company will install all gas services.
- The permanent meter locations are on the front \_\_\_\_\_ of the building, with the electric service on the pedestal/transformer side of the structure.



The signing and returning of this agreement constitutes approval of these contingencies and the facilities as shown on the enclosed drawings.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_  
**TITLE** \_\_\_\_\_



# 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:** August 14, 2014  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: CHANGE OF PLANNING AND ZONING COMMISSION MEETINGS**

---

### **Background**

Currently the Planning and Zoning Commission meets on the third Thursday of each month. The Board of Trustees' regular meeting is presently set for the second Thursday of every month.

### **Staff Analysis**

As the meeting schedule is set at the present time, if something is presented to the Planning and Zoning Commission (P&Z) and the P&Z recommends it to the Board of Trustees, the applicant must wait another three (3) weeks for the Board meeting to occur. This adds the three weeks to the development review process.

### **Attorney Review**

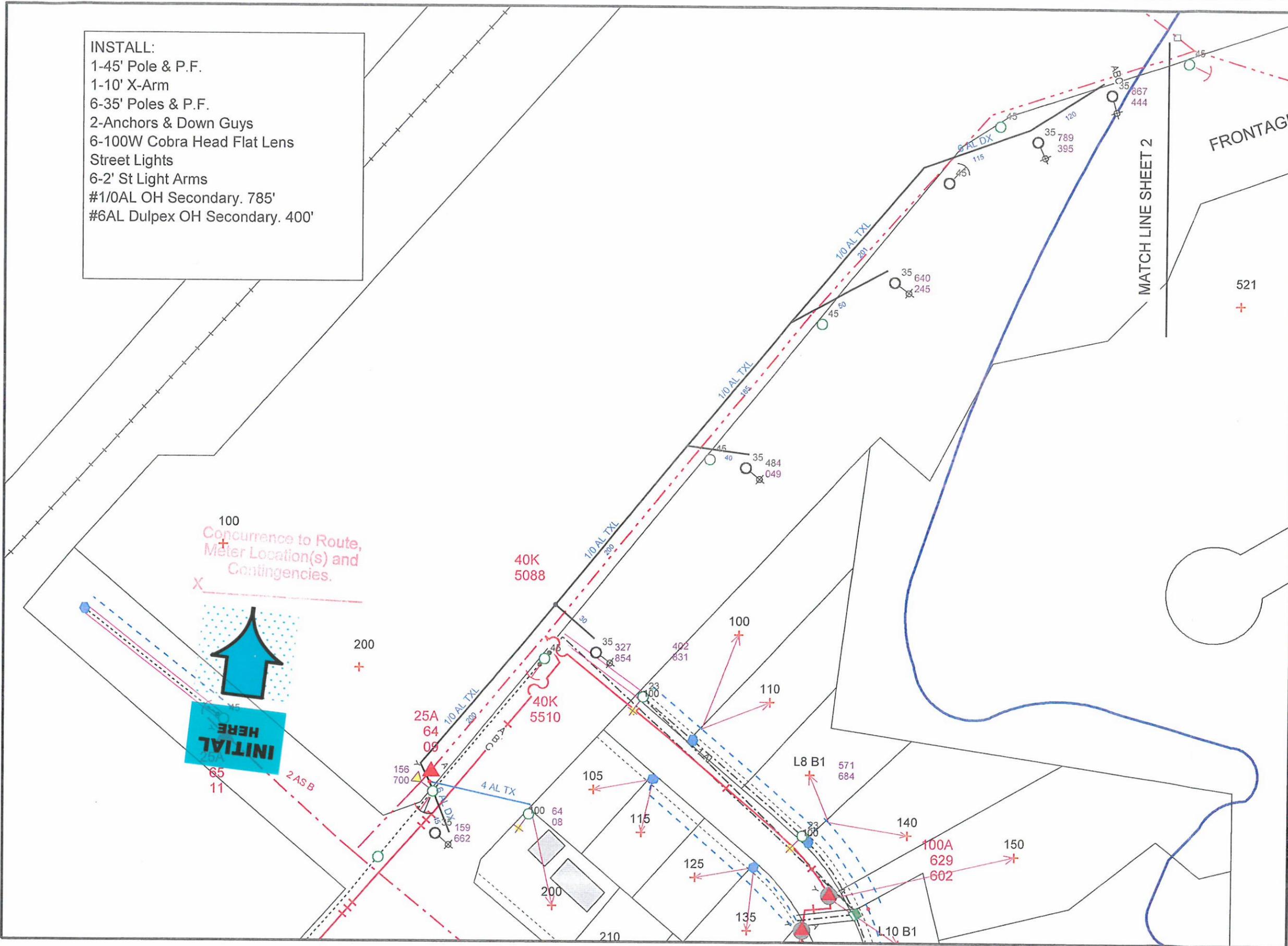
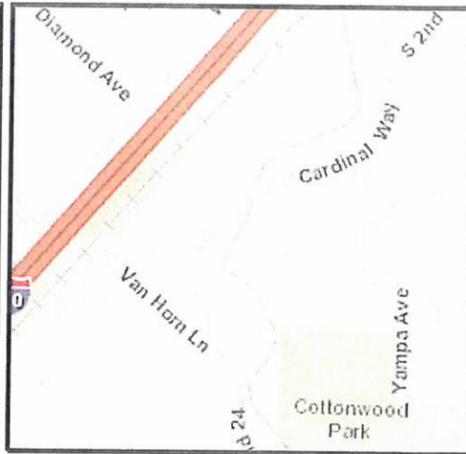
A simple resolution adopted by the Planning Commission or the Town Board is all that's needed.

### **Recommendations**

Staff recommends changing the meetings schedule for the Planning and Zoning Commission from the third Thursday to the first Thursday of every month.

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

INSTALL:  
 1-45' Pole & P.F.  
 1-10' X-Arm  
 6-35' Poles & P.F.  
 2-Anchors & Down Guys  
 6-100W Cobra Head Flat Lens Street Lights  
 6-2' St Light Arms  
 #1/0AL OH Secondary. 785'  
 #6AL Dulpex OH Secondary. 400'



100  
 +  
 Concurrence to Route,  
 Meter Location(s) and  
 Contingencies.

↑  
**INITIAL**  
 HERE

521  
 +

Work Order Information	
Service Request #	: 01053043
Design Number	: 0000434279 1
Designer/Planner ID	: tf450
Designer/Planner Name	: McSchooler, Tillmon
Designer/Planner Ph #	: 970.244.2695
Manager Approval	: _____

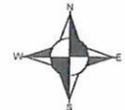
Joint Utility	
E: Xcel	G: Xcel
T: CenturyLink	C: Comcast

Design Location	
Division	: WESTERN REGION
County	: Garfield
City	: PARACHUTE
Address	: Cardinal Way
T: 7S	R: 96W S: 13
Map #	: 1278596 02
Permit	: Town of Parachute

Electric	
Feeder: 2474W	Voltage: 24900 & 14400
Phase: A	Bkup Dev ID: _____

Gas	
System	: N/A
Pressure	: N/A
Size	: N/A
Material	: N/A
Dead End	: N/A

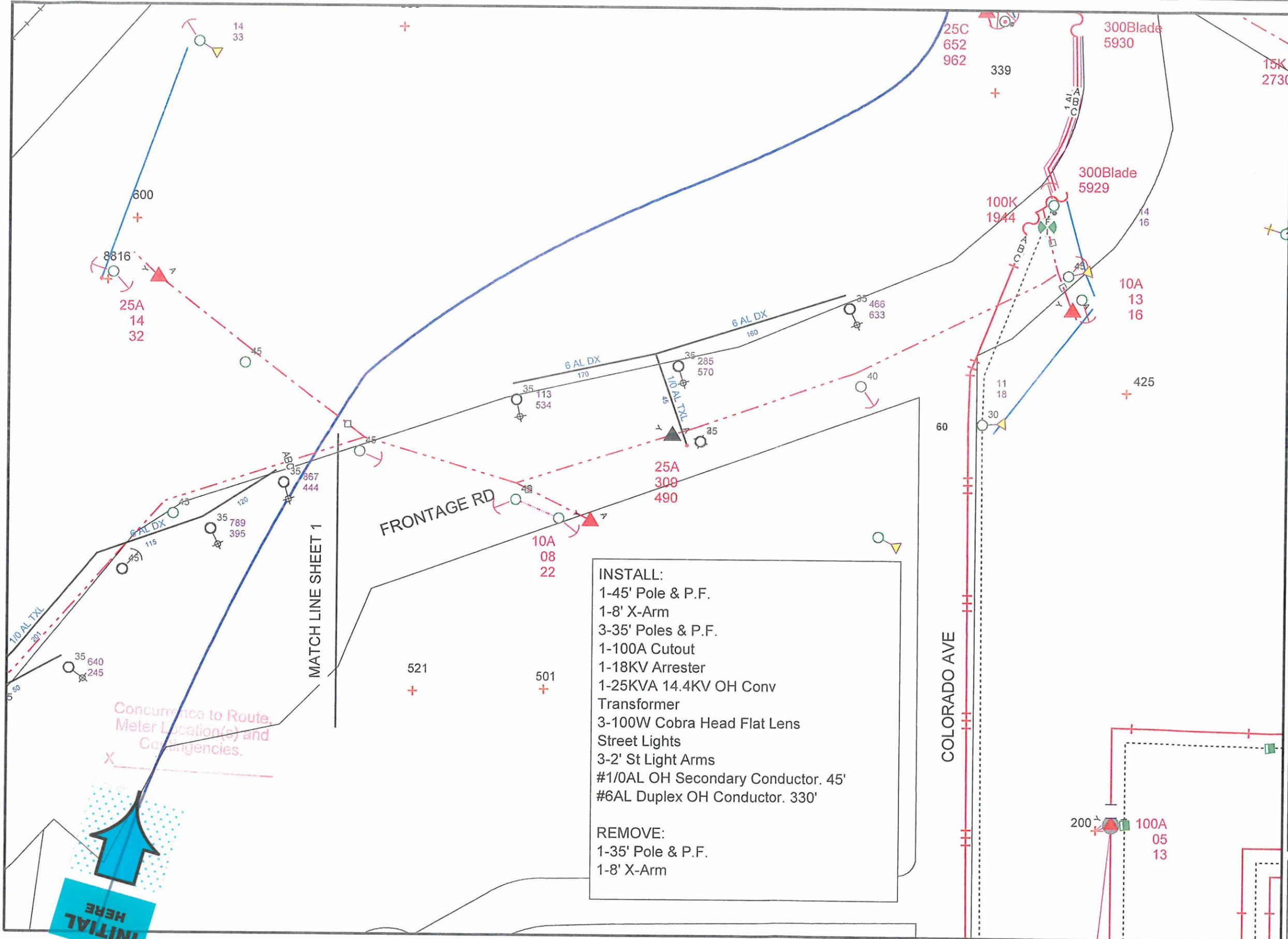
Work Order # : \_\_\_\_\_  
 Date: 11/14/2013  
 Sketch: 1 Of 2  
 Scale: 1" equals 100'



**CONSTRUCTION USE ONLY**  
 NO CHANGES (BUILT AS DESIGNED)  
 CHANGES MADE AS INDICATED  
 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

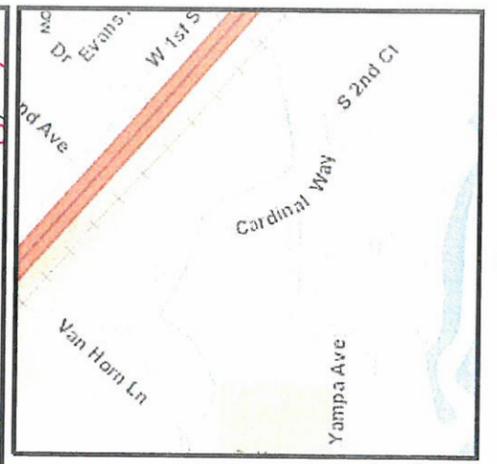
RFO \_\_\_\_\_  
 FOREMAN \_\_\_\_\_ DATE \_\_\_\_\_  
 TEAM LEADER \_\_\_\_\_

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**INSTALL:**  
 1-45' Pole & P.F.  
 1-8' X-Arm  
 3-35' Poles & P.F.  
 1-100A Cutout  
 1-18KV Arrester  
 1-25KVA 14.4KV OH Conv Transformer  
 3-100W Cobra Head Flat Lens Street Lights  
 3-2' St Light Arms  
 #1/0AL OH Secondary Conductor. 45'  
 #6AL Duplex OH Conductor. 330'

**REMOVE:**  
 1-35' Pole & P.F.  
 1-8' X-Arm



Work Order Information	
Service Request #	: 01053043
Design Number	: 0000434279 1
Designer/Planner ID	: tf450
Designer/Planner Name	: McSchooler, Tillmon
Designer/Planner Ph #	: 970.244.2695
Manager Approval	: _____

Joint Utility	
E: Xcel	G: Xcel
T: CenturyLink	C: Comcast

Design Location	
Division	: WESTERN REGION
County	: Garfield
City	: PARACHUTE
Address	: Cardinal Way
T: 7S	R: 96W S: 12
Map #	: 1278596 02
Permit	: Town of Parachute

Electric	
Feeder: 2474W	Voltage: 24900 & 14400
Phase: A	Bkup Dev ID:

Gas	
System	: N/A
Pressure	: N/A
Size	: N/A
Material	: N/A
Dead End	: N/A

Work Order # :  
 Date: 11/14/2013  
 Sketch: 2 Of 2  
 Scale: 1" equals 100'

**CONSTRUCTION USE ONLY**

NO CHANGES (BUILT AS DESIGNED)  
 CHANGES MADE AS INDICATED (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO \_\_\_\_\_  
 FOREMAN \_\_\_\_\_ DATE \_\_\_\_\_  
 TEAM LEADER \_\_\_\_\_

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# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

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

## STAFF REPORT

**DATE:** August 14, 2014

**TO:** Town of Parachute Board of Trustees

**FROM:** Stuart S. McArthur, Town Manager

**SUBJECT: RESPONSE LETTER TO AGNC REGARDING ROAN PLATEAU SETTLEMENT DISCUSSIONS**

---

### **Background**

In August 2008, the Bureau of Land Management (BLM) issued oil and natural gas leases for the Roan Plateau. The \$113.9 million lease sale was the largest onshore revenue generator in BLM history for the Lower 48 states. The State of Colorado received 49% of the lease sale revenue, approximately \$56 million.

A lawsuit was subsequently filed challenging the Roan Plateau planning decision by a consortium of environmental organizations. The law suit cited environmental concerns over drilling and developing the natural gas resources there.

The current holder of the leases on top of the Roan Plateau is Bill Barrett Corporation

The Bill Barrett Corporation (Barrett) is entering into an agreement in which it will surrender some of the leases back to the BLM in return for a full refund of the lease payments paid. Because of the way Federal Mineral Lease (FML) money is distributed, the Federal government will be looking to recover 49% of the refunded monies from the State of Colorado. It is anticipated that the State will look to the local communities to backfill this liability.

Barrett has presented a settlement scenario that reflects the refunding of \$57 million and subsequent financial benefits from the development of the leases on the Plateau. Without this settlement, Barrett contends that there will be no development of the leases.

### Settlement Scenario

Year	FML Distribution to Colorado	Severance Taxes to Colorado	Garfield County Property Taxes Paid
2015	\$ (8,000,000)	\$ -	\$ -
2016	(8,000,000)	-	-
2017	(7,066,823)	149,308	92,518
2018	2,832,636	453,222	962,232
2019	4,524,734	723,957	1,831,946
2020	5,750,637	1,386,691	2,701,660
2021	6,739,914	2,494,704	3,571,375
2022	7,580,758	3,475,288	4,441,089
2023	8,318,087	4,206,213	5,310,803
2024	8,978,368	4,806,496	6,180,518
<b>Total</b>	<b>\$ 21,658,311</b>	<b>\$ 17,695,879</b>	<b>\$ 25,902,141</b>

This scenario assumes production of the leases begins by 2017.

#### **Staff Analysis**

Scott McInnis, Executive Director of the Associated Governments of Northwest Colorado (AGNC) has issued a letter to its members. In it he seeks agreement from the members that the local communities should be held harmless as it relates to the settlement agreement and the potential refund of lease revenues by the Federal government to Barrett.

Barrett's analysis of potential revenues might be valid, but it is dependent upon the ability to develop the leased land with no continued litigation by environmental or other groups.

#### **Attorney Review**

N/A

#### **Recommendations**

Staff recommends issuing a letter to the Associated Governments of Northern Colorado (AGNC) reflecting the agreement with Scott McInnis, Executive Director, that the local communities be held totally harmless if and when the settlement agreement being worked out by Barnett is complete.

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



# Town of Parachute

*A Safe Place to Land*

Roy McClung, Mayor

---

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

August 14, 2014

Mr. Scott McInnis  
Executive Director  
AGNC  
222 Grand Valley Way  
Parachute, CO 81635

**SUBJECT: RESPONSE TO LETTER FROM AGNC (JULY 22, 2014) REGARDING ROAN PLATEAU SETTLEMENT DISCUSSIONS**

Dear Scott,

The purpose of this letter is to respond as a Board of Trustees to your letter to AGNC members dated July 22, 2014. We are in receipt of said letter and would like to add our support to your efforts to ensure that the Town of Parachute and other local communities are held harmless in the settlement agreement between the Federal government and the Bill Barrett Corporation.

The Town of Parachute was a recipient of \$8.0 million that was used to fund the construction of the West Parachute Interchange over I-70. The Town is not in a position to return those dollars directly. Nor is the Town supportive of forgoing future receipts due to the withholding of future distributions to the State of Colorado by the Federal government.

We agree with your position when you state:

“It has been the position of AGNC that the local communities need to be held harmless ... we reject the notion that the federal and state governments should recover this money by clawing back from local governments who received distributions for the lease sale, either directly, or by withholding portions of future FML and royalty payments, or by taking from the state General Fund money that would otherwise go to the local governments, and which belong to local governments.”

“I do not believe that any settlement which requires the withholding of future FML funds and royalties, or direct state distributions as a means of financing the repayment of Barrett for whatever leases are vacated is fair or proper. The local communities are the most innocent parties in this matter ...”

Please let us know how the Town of Parachute can help AGNC in your efforts.

If you have any additional questions or concerns, please contact Stuart McArthur, Town Manager, at 970-285-7630.

Sincerely yours,

Roy McClung  
Mayor

SSMc



July 22, 2014

Dear AGNC members,

As your Executive Director, I would like to provide you an update in regards to the Roan Plateau settlement discussions, to the extent we are aware of them. As you know, several conservation groups had filed lawsuits against the current holder of the leases on top of the plateau, Bill Barrett Corporation (“Barrett”), citing environmental concerns over drilling and developing the natural gas resources there. Barrett has since entered into settlement negotiations with the litigants at the invitation of the Bureau of Land Management, in an effort to receive the go-ahead to develop at least some of these leases. These negotiations were entered into in secrecy, and without the knowledge or participation of the local governments, who will be most impacted by this.

Barrett has evidently entered into a settlement agreement in which they will surrender some of the leases back to the federal government, in return for a full refund of those leases. Because of the way Federal Mineral Lease (FML) money is distributed, the federal government will be looking to recover 49% of the refunded monies from the State of Colorado, who in turn will look to the local communities to backfill their liability. These leases that Barrett seeks to relinquish would trigger a repayment from the federal and state governments, who would presumably recoup those funds by clawing back future FML and royalty payments, in the case of the federal government, and future direct distributions and Local Government Permanent Fund allocations in regards to the state government.

It has been the position of AGNC that the local communities need to be held harmless in the event of such an outcome; in other words, we reject the notion that the federal and state governments should recover this money by clawing back from local governments who received distributions from the lease sale, either directly, or by withholding portions of future FML and royalty payments, or by taking from the state General Fund money that would otherwise go to the local governments, and which belong to local governments.

I do not believe that any settlement which requires the withholding of future FML funds and Royalties, or direct state distributions as a means of financing the repayment of Barrett for whatever leases are vacated is fair or proper. The local communities are the most innocent parties in this matter, and should not have to pay for Barrett’s poor business decisions, caused by their miscalculated risk.

Barrett went into this with their eyes open; they fully knew the risks that are inherent in trying to develop on federal lands. They were fully aware when they purchased these leases that their development proposal would be subject to thorough environmental review, and that it was not only possible, but likely, that they would be sued. As Barrett's Duane Zavadil said, as reported in the Denver Post in 2009, "We knew there was litigation, and we intend to vigorously pursue a settlement." The Post article goes on to say, "The price of the leases reflect the situation's uncertainty, said Zavadil. 'There are varying degrees of risk — geological risk, regulatory risk, legal risk — and we are prepared to deal with that,' Zavadil said." They calculated this risk when they made their offer price, and as it turns out they miscalculated. The local communities should not be the ones taking the financial hit for this miscalculation.

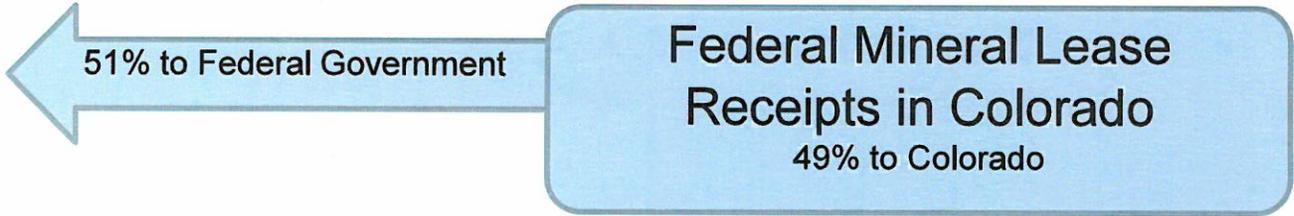
Simply stated, Barrett is attempting to shift risk that they took onto the shoulders of the local communities. It allows Barrett to come away unscathed, while we pick up the tab, and that is fundamentally unfair.

This should be on their shoulders, not the local governments who received funding from the lease sale in good faith, and used it to mitigate some of the impacts that development on the Roan would bring. And it should certainly not be up to us to repay Barrett for their miscalculation of risk out of future distributions to which we are rightfully entitled.

The local communities are the ones who are being most impacted by this settlement, and yet we were not even offered a seat at the table. It is important that AGNC continue to push back against the corporate interests that would transfer their risk onto you, the local governments.

Sincerely,

Scott McInnis  
Executive Director, AGNC



**NonBonus**  
Includes Rents and Royalties  
(Non-Oil Shale)

48.3%  
State Public School Fund  
FY15 Cap: \$76.0M

10%  
Colorado Water Conservation Board  
FY15 Cap: \$17.7M

1.7%  
School District Direct Distribution  
(Dept. of Local Affairs)  
FY15 Cap: \$4.1M

40%  
Local Impact Program  
(Dept. of Local Affairs)

**Spillover**  
Higher Education Federal Mineral Lease Revenue Fund  
Cap: \$50M

50% Direct Distribution to Counties, Towns, FML Districts

50% Grants to Local Governments

**Bonus**  
(Non-Oil Shale)

50%  
Higher Education Maintenance and Reserve Fund

50%  
Local Government Permanent Fund

**Oil Shale**

Oil Shale Trust Fund

**PROJECTED ROYALTY AND TAX REVENUE  
ROAN PLATEAU SCENARIOS**

Year	<u>Current Scenario</u>			<u>Settlement Scenario</u>		
	FML Distribution to Colorado	Severance Taxes to Colorado	Garfield County Ad Valorem	FML Distribution to Colorado	Severance Taxes to Colorado	Garfield County Ad Valorem
2015	\$ -	\$ -	\$ -	\$ (8,000,000)	\$ -	\$ -
2016	\$ -	\$ -	\$ -	\$ (8,000,000)	\$ -	\$ -
2017	\$ -	\$ -	\$ -	\$ (7,066,823)	\$ 149,308	\$ 92,518
2018	\$ -	\$ -	\$ -	\$ 2,832,636	\$ 453,222	\$ 962,232
2019	\$ -	\$ -	\$ -	\$ 4,524,734	\$ 723,957	\$ 1,831,946
2020	\$ (19,000,000)	\$ -	\$ -	\$ 5,750,637	\$ 1,386,691	\$ 2,701,660
2021	\$ (19,000,000)	\$ -	\$ -	\$ 6,739,914	\$ 2,494,704	\$ 3,571,375
2022	\$ (19,000,000)	\$ -	\$ -	\$ 7,580,758	\$ 3,475,288	\$ 4,441,089
2023	\$ -	\$ -	\$ -	\$ 8,318,087	\$ 4,206,213	\$ 5,310,803
2024	\$ -	\$ -	\$ -	\$ 8,978,368	\$ 4,806,496	\$ 6,180,518
<b>10 Year Cum. Total</b>	<b>\$ (57,000,000)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,658,311</b>	<b>\$ 17,695,879</b>	<b>\$ 25,092,140</b>

NOTE: See page 2 for assumptions and basis of estimates.

**10-Year Cumulative Difference Resulting from Settlement**

FML	\$78,658,311
FML + Severance	\$96,354,191
Garfield County Ad Valorem	\$25,092,140

**PROJECTED ROYALTY AND TAX REVENUE  
ROAN PLATEAU SCENARIOS**

**Assumptions and Basis**

**FML**

- Current Scenario: FML distribution assumes that no development occurs during preparation of SEIS and that result of the SEIS is that all leases are voided resulting in refund of bonus payments.

- Settlement Scenario: FML distribution base is average of 2011-2013 actual direct distributions to County/Municipal/FML District (Source: DOLA) less \$8 million/year holdback for 2015-2017 for refund.

- Settlement Scenario: Projected FML revenue is based on development program outlined below and natural gas price of \$4.50/mcf.

**Severance Taxes**

- Current Scenario: Severance tax revenue projected assumes that no development occurs during preparation of SEIS and that result of the SEIS is that all leases are voided resulting in no development during the projection period.

- Settlement Scenario: Projected severance tax revenue is based on development program outlined below, natural gas price of \$4.50/mcf, and average effective severance tax rate of 1%.

**Garfield County Ad Valorem Taxes**

- Current Scenario: Ad valorem tax revenue projected assumes that no development occurs during preparation of SEIS and that result of the SEIS is that all leases are voided resulting in no development during the projection period.

- Settlement Scenario: Projected ad valorem is based on development program outlined below and average total ad valorem per well calculated from the past 10 years of data from the Garfield County Assessor's Office. Includes all ad valorem - production, wellsite equipment, drill rigs, processing facilities, etc. Estimate is based on mill levy for taxing district 19 and includes total revenue to Garfield County and all applicable tax entities included in that taxing district.

- Settlement Scenario: Projected ad valorem is based on development program outlined below.

**Development Program**

- Current Scenario: Assumes that no development occurs during preparation of SEIS and that result of the SEIS is that all leases are voided resulting in no development during the projection period.

- Settlement Scenario: Assumes that development will start in 2017 after completion of limited scope EA. All revenue estimates are based on the following limited development program and associated assumptions:

\* Development will consist of a 2-rig program with 1 rig below the rim and 1 rig above the rim.

\* Rig below the rim – the spud-to-spud time for drilling wells is 7 days, the time to complete wells is 7 days, and simultaneous completions of wells would begin after the first 2 wells on a pad were drilled. These assumptions result in a total of 50 wells being drilled and completed each year.

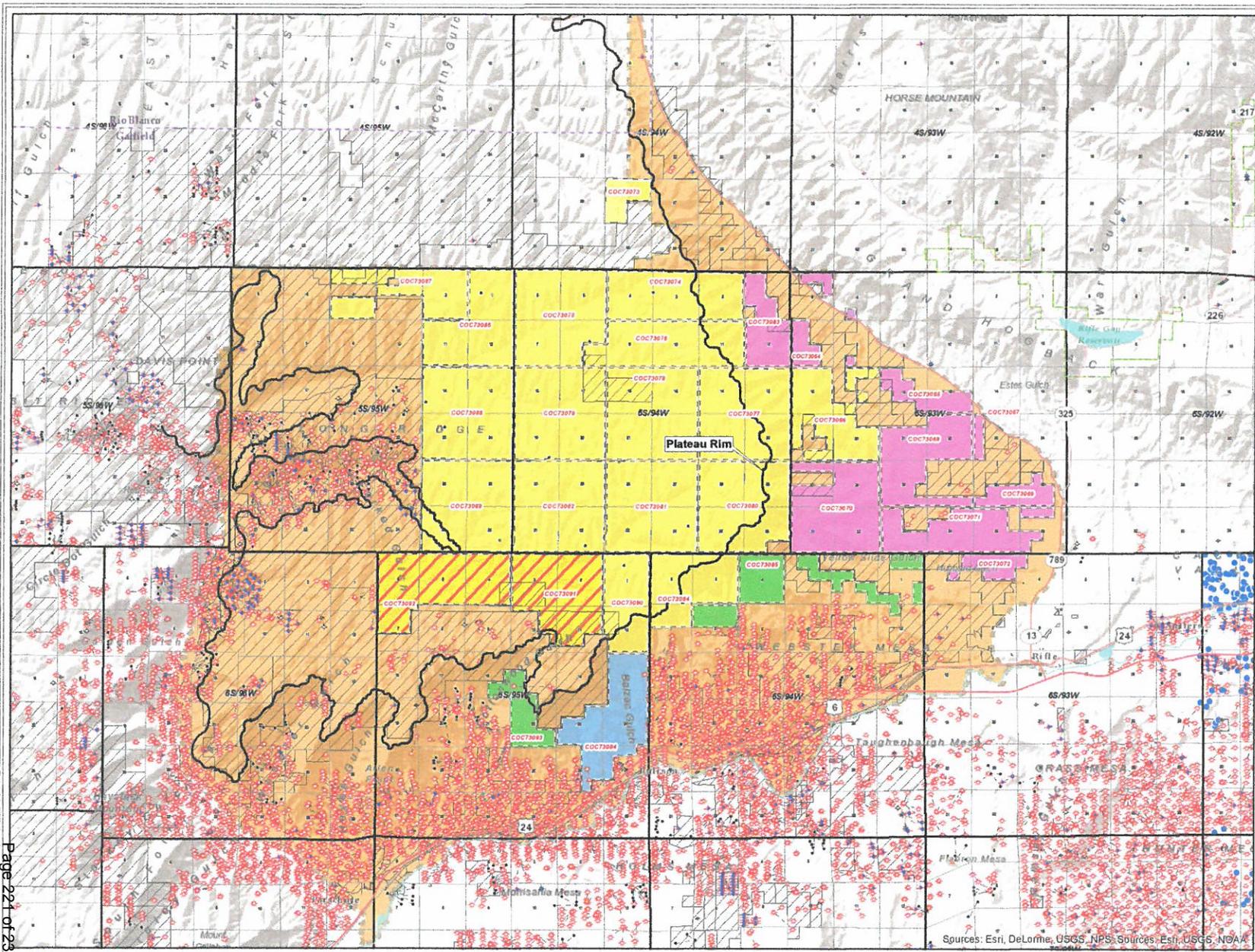
\* Rig above the rim -- the spud-to-spud time for drilling wells is 15 days, the time to complete wells is 15 days, and simultaneous completions of wells would begin after the first 3 wells on a pad were drilled. These assumptions result in a total of 22 wells being drilled and completed each year.

**Bill Barrett Corporation**

**FIGURE 2**  
**Roan Plateau**  
**Land Status**  
 Garfield County, Colorado



- Legend**
- Plateau Rim
  - ▨ Private Surface Ownership
  - ▨ BLM Roan Plateau Planning Area
  - 8/14/2008 BLM Lease Sale**
  - ▨ BBC Retained Leases
  - ▨ BBC Relinquished Leases
  - ▨ WPX
  - ▨ OXY
  - ▨ URSA
  - Wells**
  - DRLG
  - DRY
  - GAS
  - H2O
  - LOC
  - O&G
  - OIL
  - P&A
  - SHUT IN
  - SWD
  - UNK STATUS



Sources: Esri, DeLorme, USGS, NPS, Sources, Esri, USGS, NOAA

Associated Governments of Northwest Colorado  
Distribution of Roan Lease FML Bonus Payment

07/11/2014

10:59:16

	Millions
Federal – State Split	
Total Net Proceeds from Roan Lease	\$114.0
Federal Portion	
51% of Net Proceeds	\$58.0
State Portion	
49% of Net Proceeds	\$56.0
Education – Local Government Split	
State Portion	
49% of Net Proceeds	\$56.0
Higher Education Maintenance and Reserve Fund	
50% of State Portion	\$28.0
Local Government Permanent Fund (LGPF) to backfill FML payments when non-bonus revenues decline by more than 10% from previous year.	\$28.0
50% of State Portion	
Local Government Permanent Fund Deposits	
LGPF portion from above attributed to Roan Lease	\$28.0
Other deposits to LGPF	\$8.0
Total amount in LGPF deposits	\$36.0
Local Government Permanent Fund Distributions	
Amount transferred to General Fund to help balance State budget	\$19.0
Amount transferred to local governments due to Perry sponsored bill to immediately fund one-time special grant program	\$17.0
Total Distributions	\$36.0
Distributions to Local Governments	
Town of Parachute for US 6/170 interchange	\$8.0
Mesa County and City of Grand Junction for 19 Road Overpass	\$3.2
Southwest Council of Governments for Telecommunication Infrastructure	\$3.0
City of Delta for US 50 bypass	\$2.8
Total	\$17.0

# Mary C. Allbee

---

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

August 14, 2014

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

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

Dear Roy,

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

I have enjoyed my time spent on the Board. I very much appreciate the trust the Board had in me to appoint me to the Board after the last election.

I respectfully request to be allowed to continue serving the seniors in the area and remaining on the County Senior Advisory Board. I would also like to indicate my interest to serve on the Planning and Zoning Commission.

I love the Town of Parachute and wish you well.

Regretfully yours,



Mary C. Allbee

SSMc

J. Everett Bartz  
339 Evans Avenue  
Parachute CO 81635

August 11, 2014

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

Dear Mayor McClung;

Recently I have developed serious health issues. I can no longer drive on dirt roads or sit for extended periods of time due to chronic back issues. With that in mind, I regretfully must resign to focus more of my efforts here at home.

My interests were noxious weed invasions and to secure for the public of Parachute, opportunities for access to any BLM lands in and around the administrative boundaries of the town of Parachute. This access would lead to more local recreating and local business. Access to BLM lands can range from hiking/mountain biking trails to ATV/pickup use areas. There will be future needs for more areas like this.

Sincerely,



J. Everett Bartz

# We Support Responsible Oil and Natural Gas Development and We Oppose Energy Bans and Patchwork Regulations

*We agree with the seven principles below regarding oil and natural gas development and hydraulic fracturing, or fracking. These principles are paramount to a vibrant and successful oil and natural gas industry in Colorado.*

1

The oil and gas industry is a key driver of Colorado's economy. In 2012, the industry supported over 111,000 Colorado jobs, more than \$29 billion in economic activity and almost \$1.6 billion in public revenue.

2

Colorado is a recognized national leader in energy regulation. We have the most comprehensive and stringent environmental rules in the nation, including rules that require disclosure and ensure the safety and transparency of fracking.

3

Fracking has been safely used in Colorado for more than 60 years and more than 90 percent of all wells today are fracked. Fracking is a transformational technology, opening up more than 100-years supply of domestic natural gas.

4

Policymakers and the public should rely on science, facts and data to guide discussion, not scare tactics and hyperbole.

5

Development of natural gas is indispensable to the continued expansion of wind, solar and other renewable forms of energy in the state. Because the wind doesn't always blow and the sun doesn't always shine, natural gas is an integral backup energy source - a cornerstone of Colorado's "all of the above" energy policy.

6

Colorado should continue to regulate oil and gas development in a comprehensive, statewide manner, rather than a patchwork quilt of inconsistent regulations. A comprehensive and consistent approach to oil and gas development is the best and only way to ensure that Colorado protects our natural environment while remaining an inviting place for current and future energy investment.

7

We oppose attempts to politicize energy regulation, enact wholesale energy bans or create regulatory chaos by repealing Colorado's traditional statewide approach to energy regulation.

# We Support Responsible Oil and Natural Gas Development and We Oppose Energy Bans and Patchwork Regulations

- Yes, the coalition is authorized to use my name publicly, as a supporter of the seven principles.*
- Yes, the coalition is authorized to use my business name publicly, as a supporter of the seven principles.*

---

Printed Name

Signature

Date

---

Organization/ Company

Title

---

Address

City/State

Zip

---

Email

Phone

*Office Use Only*

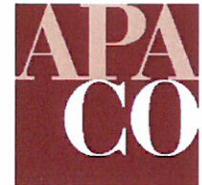
**Return to:**  
**Peter T. Moore, Attorney**  
1515 Wynkoop, Suite 600  
Denver, Colorado 80202  
(303) 572-9300 (general)  
(720) 931-8152 (direct)  
pmoore@polsinelli.com  
www.vitalforcolorado.com

# PLANNING REFRESHER WORKSHOP

hosted by the Town of Eagle

Tuesday, September 16, 2014  
6:00-8:00 PM

Eagle Town Hall  
200 Broadway  
Eagle, CO 81631



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## OVERVIEW

Free workshop offered by the Colorado Department of Local Affairs in Eagle, CO on Tuesday, September 16, 2014. The Planning Refresher Workshop will provide a general overview for Planning Commissioners, Elected Officials and Community Development Staff.

## AGENDA

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|--------|--|
| 6PM    | Welcome & Introductions  |
| 6:15PM | Why Plan & Statutory Planning Authority                                |
|        | Roles & Responsibilities of Elected Officials & Planning Commissioners |
|        | Long Range Planning & Implementation                                   |
| 7PM    | Conducting Meetings & Decision-Making                                  |
|        | "How to Stay Out of Trouble" – Legal & Ethical Issues                  |
| 7:45PM | Open Discussion & Follow-Up/Questions                                  |
| 8PM    | Adjourn  |

**RSVP** Please email Matt Farrar at [matt.farrar@townofeagle.org](mailto:matt.farrar@townofeagle.org) by September 5



Trap #	Date	Species	Count	Percent	
BM-09	LIGHT	Garfield Willow Creek			
		07/08/2014	Aedes (Oc.) melanimon	41	25 %
		07/08/2014	Aedes vexans	50	30 %
		07/08/2014	Culex tarsalis	73	44 %
		07/08/2014	Culiseta inornata	1	1 %
<b>Trap Total</b>			<b>165</b>		
CD-02	LIGHT	Garfield East Carbondale Saint Finbar			
		Ae. sp. = Ae. canadensis			
		07/09/2014	Aedes (Oc.) dorsalis	4	15 %
		07/09/2014	Aedes (Oc.) increpitus	2	7 %
		07/09/2014	Aedes (Oc.) spencerii id	3	11 %
		07/09/2014	Aedes cinereus	2	7 %
		07/09/2014	Aedes vexans	6	22 %
		07/09/2014	Aedes/Ochlerotatus spp	1	4 %
07/09/2014	Culex tarsalis	9	33 %		
<b>Trap Total</b>			<b>27</b>		
CD-11	LIGHT	Garfield Carbondale CRMS			
		07/09/2014	Aedes (Oc.) dorsalis	1	33 %
		07/09/2014	Culex tarsalis	2	67 %
<b>Trap Total</b>			<b>3</b>		
GW-09	LIGHT	Garfield Glenwood Springs Cemetery			
		07/09/2014	Aedes/Ochlerotatus spp	1	100 %
<b>Trap Total</b>			<b>1</b>		
NC-03	LIGHT	Garfield New Castle Elk Creek Elem. School			
		07/08/2014	Aedes (Oc.) increpitus	3	25 %
		07/08/2014	Aedes (Oc.) trivittatus	1	8 %
		07/08/2014	Aedes vexans	4	33 %
		07/08/2014	Culex salinarius	4	33 %





Trap #	Date	Species	Count	Percent	
<b>Trap Total</b>			<b>12</b>		
<b>PR-01</b>	<b>LIGHT</b>	<b>Garfield</b>	<b>Parachute - Cottonwood Park</b>		
	07/08/2014	Aedes (Oc.) melanimon	11	3 %	
	07/08/2014	Aedes vexans	127	37 %	
	07/08/2014	Culex erythrothorax	102	30 %	
	07/08/2014	Culex pipiens	2	1 %	
	07/08/2014	Culex salinarius	1	0 %	
	07/08/2014	Culex tarsalis	96	28 %	
	07/08/2014	Culiseta inornata	6	2 %	
<b>Trap Total</b>			<b>345</b>		
<b>RF-01</b>	<b>LIGHT</b>	<b>Garfield</b>	<b>Rifle Lyons Park Rest Area</b>		
	07/08/2014	Aedes (Oc.) dorsalis	15	7 %	
	07/08/2014	Aedes (Oc.) melanimon	18	8 %	
	07/08/2014	Aedes vexans	147	67 %	
	07/08/2014	Culex tarsalis	36	16 %	
	07/08/2014	Culiseta inornata	4	2 %	
<b>Trap Total</b>			<b>220</b>		
<b>RF-15</b>	<b>LIGHT</b>	<b>Garfield</b>	<b>Rifle - Mile Pond Road</b>		
	07/08/2014	Aedes (Oc.) melanimon	23	3 %	sampled 300 from an estimated 700 total
	07/08/2014	Aedes vexans	478	68 %	sampled 300 from an estimated 700 total
	07/08/2014	Anopheles hermsi	5	1 %	sampled 300 from an estimated 700 total
	07/08/2014	Culex tarsalis	187	27 %	sampled 300 from an estimated 700 total
	07/08/2014	Culiseta inornata	7	1 %	sampled 300 from an estimated 700 total
<b>Trap Total</b>			<b>700</b>		
<b>RF-16</b>	<b>LIGHT</b>	<b>Garfield</b>	<b>Rifle - Middle School</b>		
	07/08/2014	Aedes (Oc.) dorsalis	1	1 %	
	07/08/2014	Aedes (Oc.) melanimon	3	4 %	
	07/08/2014	Aedes vexans	29	43 %	

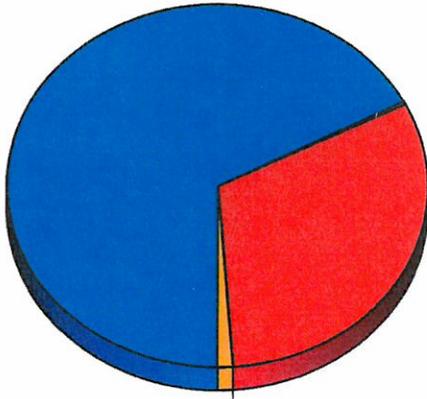


# Adult Trap Data - Detail

Trap #	Date	Species	Count	Percent	
	07/08/2014	Culex tarsalis	34	51 %	
		<b>Trap Total</b>	<b>67</b>		
<b>SI-09</b>	<b>LIGHT</b>	<b>Garfield</b>	<b>Silt Kum &amp; Go</b>		
	07/08/2014	Aedes (Oc.) dorsalis	3	2 %	
	07/08/2014	Aedes (Oc.) melanimon	10	5 %	
	07/08/2014	Aedes vexans	138	73 %	
	07/08/2014	Culex tarsalis	35	18 %	
	07/08/2014	Culiseta inornata	4	2 %	
		<b>Trap Total</b>	<b>190</b>		
<b>SI-10</b>	<b>LIGHT</b>	<b>Garfield</b>	<b>Silt Coal Ridge High School</b>		
	07/08/2014	Aedes (Oc.) increpitus	1	0 %	
	07/08/2014	Aedes (Oc.) melanimon	64	25 %	
	07/08/2014	Aedes vexans	146	57 %	
	07/08/2014	Culex tarsalis	42	17 %	
	07/08/2014	Culiseta inornata	1	0 %	
		<b>Trap Total</b>	<b>254</b>		
			<b>Grand Total</b>	<b>1,984</b>	



Trap #	Date	Species	Count	Percent
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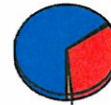


Aedes-OC
Anopheles
Culex
Culiseta
Other

TOTAL	Count	%
Aedes-OC	1,333	67 %
Anopheles	5	0 %
Culex	623	31 %
Culiseta	23	1 %
Other	0	0 %

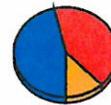


Trap #	Date	Species	Count	Percent
<b>BM-09</b>	<b>LIGHT</b>	<b>Garfield Willow Creek</b>		
	07/15/2014	Aedes (Oc.) dorsalis	4	2 %
	07/15/2014	Aedes (Oc.) melanimon	53	22 %
	07/15/2014	Aedes vexans	101	41 %
	07/15/2014	Anopheles hermsi	2	1 %
	07/15/2014	Culex tarsalis	80	33 %
	07/15/2014	Culiseta inornata	4	2 %
		<b>Trap Total</b>	<b>244</b>	



- Aedes-Oc
- Anopheles
- Culex
- Culiseta
- Other

<b>CD-02</b>	<b>LIGHT</b>	<b>Garfield East Carbondale Saint Finbar</b>		<b>Ae. spp. = Aedes canadensis</b>
	07/16/2014	Aedes (Oc.) dorsalis	3	7 %
	07/16/2014	Aedes (Oc.) intrudens	1	2 %
	07/16/2014	Aedes cinereus	2	5 %
	07/16/2014	Aedes vexans	10	24 %
	07/16/2014	Aedes/Ochlerotatus spp	3	7 %
	07/16/2014	Culex tarsalis	17	41 %
	07/16/2014	Culiseta inornata	5	12 %
		<b>Trap Total</b>	<b>41</b>	



- Aedes-Oc
- Anopheles
- Culex
- Culiseta
- Other

<b>CD-11</b>	<b>LIGHT</b>	<b>Garfield Carbondale CRMS</b>		
	07/16/2014	Aedes (Oc.) increpitus	2	11 %
	07/16/2014	Aedes vexans	11	58 %
	07/16/2014	Culex tarsalis	5	26 %
	07/16/2014	Culiseta inornata	1	5 %
		<b>Trap Total</b>	<b>19</b>	



- Aedes-Oc
- Anopheles
- Culex
- Culiseta
- Other

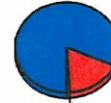
<b>GW-09</b>	<b>LIGHT</b>	<b>Garfield Glenwood Springs Cemetery</b>		
	07/16/2014	Operational but empty	0	0 %
		<b>Trap Total</b>	<b>0</b>	

- Aedes-Oc
- Anopheles
- Culex
- Culiseta
- Other

<b>NC-03</b>	<b>LIGHT</b>	<b>Garfield New Castle Elk Creek Elem. School</b>		
	07/15/2014	Aedes (Oc.) increpitus	12	11 %

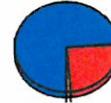


Trap #	Date	Species	Count	Percent
	07/15/2014	Aedes (Oc.) melanimon	1	1 %
	07/15/2014	Aedes vexans	76	70 %
	07/15/2014	Culex salinarius	7	6 %
	07/15/2014	Culex tarsalis	12	11 %
	07/15/2014	Culiseta inornata	1	1 %
<b>Trap Total</b>			<b>109</b>	



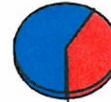
■ Aedes-Oc  
■ Anopheles  
■ Culex  
■ Culiseta  
■ Other

PR-01	LIGHT	Garfield	Parachute - Cottonwood Park
		07/15/2014	Aedes (Oc.) melanimon 14 2 % sampled 300 from an estimated 600 total
		07/15/2014	Aedes vexans 428 71 % sampled 300 from an estimated 600 total
		07/15/2014	Anopheles hermsi 2 0 % sampled 300 from an estimated 600 total
		07/15/2014	Culex erythrothorax 102 17 % sampled 300 from an estimated 600 total
		07/15/2014	Culex tarsalis 46 8 % sampled 300 from an estimated 600 total
		07/15/2014	Culiseta inornata 8 1 % sampled 300 from an estimated 600 total
<b>Trap Total</b>			<b>600</b>



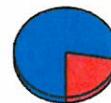
■ Aedes-Oc  
■ Anopheles  
■ Culex  
■ Culiseta  
■ Other

RF-01	LIGHT	Garfield	Rifle Lyons Park Rest Area
		07/15/2014	Aedes (Oc.) dorsalis 16 5 %
		07/15/2014	Aedes (Oc.) melanimon 10 3 %
		07/15/2014	Aedes vexans 149 50 %
		07/15/2014	Anopheles hermsi 1 0 %
		07/15/2014	Culex tarsalis 119 40 %
		07/15/2014	Culiseta inornata 2 1 %
<b>Trap Total</b>			<b>297</b>



■ Aedes-Oc  
■ Anopheles  
■ Culex  
■ Culiseta  
■ Other

RF-15	LIGHT	Garfield	Rifle - Mile Pond Road
		07/15/2014	Aedes (Oc.) dorsalis 1 3 %
		07/15/2014	Aedes (Oc.) melanimon 7 23 %
		07/15/2014	Aedes vexans 16 52 %
		07/15/2014	Culex tarsalis 7 23 %
<b>Trap Total</b>			<b>31</b>



■ Aedes-Oc  
■ Anopheles  
■ Culex  
■ Culiseta  
■ Other

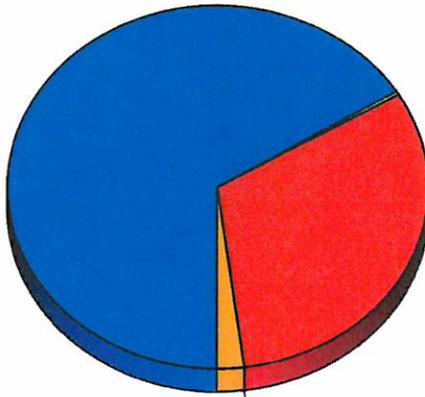


Trap #	Date	Species	Count	Percent
RF-16 LIGHT	Garfield	Rifle - Middle School		
	07/15/2014	Aedes (Oc.) dorsalis	5	5 %
	07/15/2014	Aedes (Oc.) melanimon	10	10 %
	07/15/2014	Aedes vexans	49	51 %
	07/15/2014	Culex tarsalis	32	33 %
		<b>Trap Total</b>	<b>96</b>	
SI-09 LIGHT	Garfield	Silt Kum & Go		
	07/15/2014	Aedes (Oc.) melanimon	3	6 %
	07/15/2014	Aedes vexans	13	28 %
	07/15/2014	Culex tarsalis	21	45 %
	07/15/2014	Culiseta inornata	10	21 %
		<b>Trap Total</b>	<b>47</b>	
SI-10 LIGHT	Garfield	Silt Coal Ridge High School		
	07/15/2014	Aedes (Oc.) dorsalis	3	4 %
	07/15/2014	Aedes (Oc.) melanimon	9	12 %
	07/15/2014	Aedes vexans	17	23 %
	07/15/2014	Culex tarsalis	43	58 %
	07/15/2014	Culiseta inornata	2	3 %
		<b>Trap Total</b>	<b>74</b>	
<b>Grand Total</b>			<b>1,558</b>	



# Adult Trap Data - Detail

Trap #	Date	Species	Count	Percent
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 Aedes-OC
 Anopheles
 Culex
 Culiseta
 Other

TOTAL		%
1,029		66 %
5		0 %
491		32 %
33		2 %
0		0 %



Trap #	Date	Species	Count	Percent
<b>BM-09</b>	<b>LIGHT</b>	<b>Garfield Willow Creek</b>		
		07/22/2014	Aedes (Oc.) dorsalis	1 2 %
		07/22/2014	Aedes (Oc.) melanimon	11 18 %
		07/22/2014	Aedes vexans	3 5 %
		07/22/2014	Culex tarsalis	44 73 %
		07/22/2014	Culiseta inornata	1 2 %
<b>Trap Total</b>			<b>60</b>	
<ul style="list-style-type: none"> <li><span style="color: blue;">■</span> Aedes-Oc</li> <li><span style="color: yellow;">■</span> Anopheles</li> <li><span style="color: red;">■</span> Culex</li> <li><span style="color: orange;">■</span> Culiseta</li> <li><span style="color: green;">■</span> Other</li> </ul>				
<b>CD-02</b>	<b>LIGHT</b>	<b>Garfield East Carbondale Saint Finbar</b>		
		07/23/2014	Aedes vexans	13 54 %
		07/23/2014	Culex tarsalis	11 46 %
		<b>Trap Total</b>		
<ul style="list-style-type: none"> <li><span style="color: blue;">■</span> Aedes-Oc</li> <li><span style="color: yellow;">■</span> Anopheles</li> <li><span style="color: red;">■</span> Culex</li> <li><span style="color: orange;">■</span> Culiseta</li> <li><span style="color: green;">■</span> Other</li> </ul>				
<b>CD-11</b>	<b>LIGHT</b>	<b>Garfield Carbondale CRMS</b>		
		07/23/2014	Aedes (Oc.) increpitus	2 25 %
		07/23/2014	Culex tarsalis	5 62 %
		07/23/2014	Culiseta incidens	1 12 %
		<b>Trap Total</b>		
<ul style="list-style-type: none"> <li><span style="color: blue;">■</span> Aedes-Oc</li> <li><span style="color: yellow;">■</span> Anopheles</li> <li><span style="color: red;">■</span> Culex</li> <li><span style="color: orange;">■</span> Culiseta</li> <li><span style="color: green;">■</span> Other</li> </ul>				
<b>GW-09</b>	<b>LIGHT</b>	<b>Garfield Glenwood Springs Cemetery</b>		
		07/23/2014	Culex tarsalis	1 100 %
		<b>Trap Total</b>		
<ul style="list-style-type: none"> <li><span style="color: blue;">■</span> Aedes-Oc</li> <li><span style="color: yellow;">■</span> Anopheles</li> <li><span style="color: red;">■</span> Culex</li> <li><span style="color: orange;">■</span> Culiseta</li> <li><span style="color: green;">■</span> Other</li> </ul>				
<b>NC-03</b>	<b>LIGHT</b>	<b>Garfield New Castle Elk Creek Elem. School</b>		
		07/22/2014	Aedes (Oc.) campestris	9 47 %
		07/22/2014	Culex salinarius	1 5 %
		07/22/2014	Culex tarsalis	9 47 %
		<b>Trap Total</b>		
<ul style="list-style-type: none"> <li><span style="color: blue;">■</span> Aedes-Oc</li> <li><span style="color: yellow;">■</span> Anopheles</li> <li><span style="color: red;">■</span> Culex</li> <li><span style="color: orange;">■</span> Culiseta</li> <li><span style="color: green;">■</span> Other</li> </ul>				



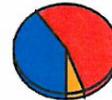
Trap #	Date	Species	Count	Percent	
PR-01	LIGHT	<b>Garfield Parachute - Cottonwood Park</b>			
		07/22/2014	Aedes (Oc.) melanimon	3	1 %
		07/22/2014	Aedes vexans	46	21 %
		07/22/2014	Anopheles hermsi	1	0 %
		07/22/2014	Culex erythrothorax	119	54 %
		07/22/2014	Culex tarsalis	47	21 %
		07/22/2014	Culiseta inornata	3	1 %
		<b>Trap Total</b>	<b>219</b>		
RF-01	LIGHT	<b>Garfield Rifle Lyons Park Rest Area</b>			
		07/22/2014	Aedes (Oc.) dorsalis	5	6 %
		07/22/2014	Aedes (Oc.) melanimon	2	3 %
		07/22/2014	Aedes (Oc.) nigromaculi	1	1 %
		07/22/2014	Aedes vexans	34	44 %
		07/22/2014	Culex tarsalis	34	44 %
		07/22/2014	Culiseta inornata	2	3 %
		<b>Trap Total</b>	<b>78</b>		
RF-15	LIGHT	<b>Garfield Rifle - Mile Pond Road</b>			
		07/22/2014	Aedes (Oc.) dorsalis	7	4 %
		07/22/2014	Aedes (Oc.) melanimon	3	2 %
		07/22/2014	Aedes vexans	88	45 %
		07/22/2014	Anopheles hermsi	4	2 %
		07/22/2014	Culex tarsalis	89	45 %
		07/22/2014	Culiseta inornata	5	3 %
		<b>Trap Total</b>	<b>196</b>		
RF-16	LIGHT	<b>Garfield Rifle - Middle School</b>			
		07/22/2014	Aedes vexans	13	39 %
		07/22/2014	Culex erythrothorax	1	3 %
		07/22/2014	Culex tarsalis	19	58 %
		<b>Trap Total</b>	<b>33</b>		



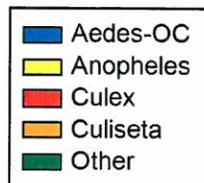
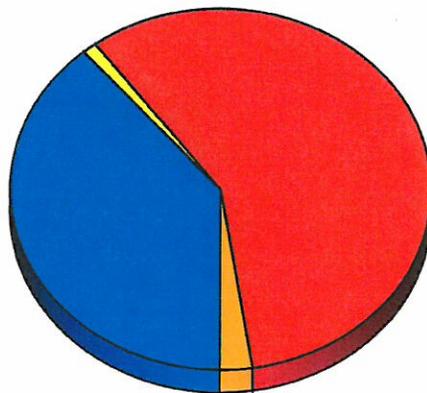
Trap #	Date	Species	Count	Percent
<b>SI-09</b>	<b>LIGHT</b>	<b>Garfield</b>	<b>Silt Kum &amp; Go</b>	
	07/22/2014	Aedes (Oc.) dorsalis	1	5 %
	07/22/2014	Aedes (Oc.) melanimon	1	5 %
	07/22/2014	Aedes vexans	11	50 %
	07/22/2014	Anopheles hermsi	3	14 %
	07/22/2014	Culex tarsalis	3	14 %
	07/22/2014	Culiseta inornata	3	14 %
		<b>Trap Total</b>	<b>22</b>	



<b>SI-10</b>	<b>LIGHT</b>	<b>Garfield</b>	<b>Silt Coal Ridge High School</b>	
	07/22/2014	Aedes (Oc.) melanimon	1	2 %
	07/22/2014	Aedes vexans	20	38 %
	07/22/2014	Culex erythrothorax	1	2 %
	07/22/2014	Culex tarsalis	27	52 %
	07/22/2014	Culiseta inornata	3	6 %
		<b>Trap Total</b>	<b>52</b>	



**Grand Total** 712



TOTAL	%
275	39 %
8	1 %
411	58 %
18	3 %
0	0 %