



AGENDA
TOWN OF PARACHUTE
BOARD OF TRUSTEES REGULAR MEETING
AUGUST 20, 2015
222 GRAND VALLEY WAY, PARACHUTE, CO
6:30 P.M.

(A) ROLL CALL

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

(D) CONSENT AGENDA:

- (1) MINUTES FROM THE JULY 16, 2015, REGULAR MEETING
- (2) EXPENDITURES PAID IN JULY 2015

(E) COMMENTS FROM CITIZENS REGARDING ITEMS NOT ON THE AGENDA

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

(F) DEPARTMENTAL REPORTS:

- (1) Mayor and Board of Trustees.....Mayor and Trustees
- (2) Town Manager Monthly Update..... Stuart McArthur, Town Manager
- (3) Police Department Monthly Update..... Cary Parmenter, Police Chief
- (4) Public Works Monthly Update.....Mark King, Director of Public Works

(G) BOARD CONSIDERATION OF A HOTEL LIQUOR LICENSE RENEWAL APPLICATION

APPLICANT: DIANA LAWRENCE-TOMPKINS AND MELISSA JOHNSON
 DBA MAMA’S RESTAURANT

ADDRESS: 103 E First Street
 Parachute, CO 81635

STAFF: S. DENISE CHIARETTA, TOWN CLERK
 CARY PARMENTER, POLICE CHIEF

(H) PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF A DEVELOPMENT REVIEW APPLICATION FROM URSA OPERATING COMPANY INC.

APPLICANT/OWNER: Ursa Operating Company Inc.
1050 17th Street, Suite 2400
Denver, CO 80265

792 Buckhorn Drive
Rifle, CO 81650

PROJECT NAME: Application for watershed permit for a 16” gas pipeline and a 10” waterline

PROJECT LOCATION: Running from current Tompkins pad location in Section 5, South/West to the Summit MS connection point in Section 16.

LEGAL DESCRIPTIONS: Township 7 South, Range 95 West Sections 5, 8, 9, 16, and 17 involving a 16” gas pipeline and 10” water pipeline running from the current Tompkins pad in Section 5 south/west to Summit MS connection point in Section 16

STAFF: STUART McARTHUR, TOWN MANAGER
JIM NEU / JEFFREY CONKLIN, TOWN ATTORNEY
MICHAEL ERION, RESOURCE ENGEERING INC.

(I) PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF A DEVELOPMENT REVIEW APPLICATION FROM THE TOWN OF PARACHUTE

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

PROJECT NAME: Revisions to its Municipal Code: Title 15 (Town of Parachute Land Use Regulations), Article 4 subdivision and more specifically, those sections pertaining to minor sub-divisions.

PROJECT LOCATION: N/A

LEGAL DESCRIPTIONS: N/A

STAFF: STUART McARTHUR, TOWN MANAGER
JIM NEU / JEFFREY CONKLIN, TOWN ATTORNEY

(J) BOARD CONSIDERATION AND APPROVAL OF ORDINANCE NO: 685

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING TITLE 15 OF THE PARACHUTE MUNICIPAL CODE REGARDING MINOR SUBDIVISIONS AND LAND USE APPLICATION TIMELINES.

STAFF: STUART McARTHUR, TOWN MANAGER
JIM NEU / JEFFREY CONKLIN, TOWN ATTORNEY

(K) CONSIDERATION OF PROFESSIONAL SERVICES AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND RESOURCE ENGEERING INC. TO PROVIDE PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, WATER RIGHTS, WATER RESOURCE MANAGEMENT, WATER SUPPLY PLANNING, AND REGULATORY REVIEW AND APPROVE MAYOR TO SIGN

STAFF: STUART McARTHUR, TOWN MANAGER

(L) BOARD CONSIDERATION AND APPROVAL OF ORDINANCE NO: 686

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ADOPTING A NEW CHAPTER 6.12 TO TITLE 6 OF THE PARACHUTE MUNICIPAL CODE TO GOVERN THE LICENSING, ADMINISTRATION, AND REGULATION OF ALCOHOL AND LIQUOR RELATED BUSINESSES.

STAFF: STUART McARTHUR, TOWN MANAGER

JIM NEU / JEFFREY CONKLIN, TOWN ATTORNEY

(M) BOARD CONSIDERATION OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND GARFIELD COUNTY CLERK AND RECORDER TO PARTICIPATE IN A COORDINATED ELECTION WITH THE COUNTY IN NOVEMBER AND APPROVE THE MAYOR TO SIGN

STAFF: S. DENISE CHIARETTA, TOWN CLERK

(N) BOARD CONSIDERATION AND APPROVAL OF ORDINANCE NO: 687

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO TO ENACT AN EXCISE TAX ON UNPROCESSED RETAIL MARIJUANA WHEN IT IS FIRST SOLD OR TRANSFERRED BY A RETAIL MARIJUANA CULTIVATION FACILITY, TO USE THE FUNDS FROM SUCH TAXES TO FUND THE TOWN'S GENERAL OPERATIONS, AND TO SUBMIT THIS ORDINANCE FOR APPROVAL OF THE REGISTERED VOTERS OF THE TOWN OF PARACHUTE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2015.

STAFF: STUART McARTHUR, TOWN MANAGER

JIM NEU / JEFFREY CONKLIN, TOWN ATTORNEY

(O) BOARD CONSIDERATION AND APPROVAL OF RESOLUTION NO: 2015-17

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE HISTORIC DOWNTOWN PARACHUTE FIRST STREET IMPROVEMENT PROJECT

STAFF: STUART McARTHUR, TOWN MANAGER

(P) BOARD CONSIDERATION AND APPROVAL OF RESOLUTION NO: 2015-18

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE HISTORIC DOWNTOWN PARACHUTE FIRST STREET IMPROVEMENT PROJECT

STAFF: STUART McARTHUR, TOWN MANAGER

(Q) BOARD CONSIDERATION AND APPROVAL OF RESOLUTION NO: 2015-19

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE UTILITY LINE MOVEMENT ON FIRST STREET PROJECT

STAFF: STUART McARTHUR, TOWN MANAGER

- (R) **BOARD CONSIDERATION OF GRANT AGREEMENT WITH THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE PURPOSE OF CONDUCTING THE ENGINEERING FOR A PEDESTRIAN SIDEWALK ACROSS I-70 AND RAILROADS AND APPROVE MAYOR TO SIGN.**

STAFF: STUART McARTHUR, TOWN MANAGER

- (S) **BOARD CONSIDERATION OF SETTLEMENT AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND TELL'S MEADOW HOMEOWNERS ASSOCIATION, INC. AND ENERGY RESOURCES TECHNOLOGY LAND, INC. REGARDING THE ACCEPTANCE OF OWNERSHIP OF THE PUBLIC IMPROVEMENTS RELATED TO YARROW CIRCLE AND WILDROSE LANE AND APPROVE THE MAYOR TO SIGN**

STAFF: STUART McARTHUR, TOWN MANAGER
JIM NEU / JEFFREY CONKLIN, TOWN ATTORNEY

- (T) **OTHER MATTERS**

1. Thank You from Lift Up
 2. Thank You from River Bridge
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- (U) **EXECUTIVE SESSION**

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

STAFF: STUART McARTHUR, TOWN MANAGER

- (V) **MOTION TO ADJOURN**
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Adjourned at: _____ p.m.



MINUTES
TOWN OF PARACHUTE
BOARD OF TRUSTEES REGULAR MEETING
JULY 16, 2015
222 GRAND VALLEY WAY, PARACHUTE, CO

MEETING CALLED TO ORDER BY MAYOR ROY MCCLUNG AT 6:30 P.M.

(A) ROLL CALL:

TRUSTEES PRESENT: JOHN LOSCHKE
DANIEL MANZANARES
TIM OLK
TOM RUGAARD
JUANITA WILLIAMS

TRUSTEES ABSENT: NORMAN FECK

STAFF PRESENT: TOWN MANAGER, Stuart McArthur
TOWN CLERK, Denise Chiaretta
POLICE CHIEF, Cary Parmenter
PUBLIC WORKS DIRECTOR, Mark King

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

MOTION NO. 1:

Moved and seconded by Trustees Loschke/ Olk to approve the Consent Agenda

Vocal vote approved unanimously

(D) CONSENT AGENDA:

- (1) MINUTES FROM THE JUNE 18, 2015, REGULAR MEETING
- (2) EXPENDITURES PAID IN JUNE 2015

MOTION NO.2:

Moved and seconded by Trustees Rugaard /Olk to approve the Consent Agenda

Motion Passed Unanimously

(E) COMMENTS FROM CITIZENS REGARDING ITEMS NOT ON THE AGENDA

There were residents from the Town of Parachute and Battlement Mesa whom voiced their concerns that the Board of Trustees had passed an Ordinance lifting the ban on marijuana and allowing recreational stores and other activities in the Town of Parachute.

They felt that not enough notice was given to the residents and a vote would have been the best way to handle lifting the ban on marijuana.

Dave Devaney stated that the Kiwanis BBQ went over great and thank the Town for their help.

(F) BOARD CONSIDERATION OF A LIQUOR LICENSE RENEWAL APPLICATION FOR A LIQUOR STORE LICENSE

APPLICANT: Bottlecap Liquors LLC
Gary Dean, Managing Member

D.B.A. Bottlecap Liquors

ADDRESS: 150 Columbine Court, Suite A
P.O. Box 85
Parachute, CO 81635

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

Town Clerk Chiaretta stated that the application was in order and fees were paid.

MOTION NO. 3:

Moved and Seconded by Trustees Loschke / Williams to renew the Liquor License Application for Bottlecap Liquors LLC.

Motion passed with Trustees Olk, Loschke, Williams and Manzanares voting yes and Trustee Rugaard voting no.

(G) DEPARTMENTAL REPORTS:

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

- Mayor McClung gave an update on the Events Center meeting he had with the Grand Valley Parks Association.
- Trustee Rugaard stated he will be out of Town for the August E.A.B meeting.
- Trustee Williams stated she went to a meeting at the High Lonesome Ranch regarding water?

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

- Town Manager McArthur gave an over view of the financials and stated that he is still working with clean energy and is finding it very frustrating as they want to use Mineral Severance tax monies to get clean energy into the county.
- Town Manager McArthur informed the Board that City Market is not interested at all in being here.
- It was decided that the Town would donate \$125.00 to the memorial at Cottonwood Park for all infants.

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

- Chief Parmenter stated that the suspects in the homicide are in Garfield County. They arrived last night, July 15th.
- Chief gave an overview of his report and discussed being short staffed.

- (4) Public Works Monthly Update Mark King, Director of Public Works
- Mr. King stated that they too are understaffed and the he knows that the parks and the weeds are out of control and they are doing the best they can.

(H) BOARD CONSIDERATION OF PROCLAMATION HONORING ARMY SPC. MITCHELL K. DAEHLING AND IN SUPPORT OF THE 2015 MEMORIAL TORCH RUN

MOTION NO. 4:

Moved and Seconded by Trustees Loschke / Williams to adopt the Proclamation Honoring Army SPC Mitchell K. Daehling and support the 2015 Memorial Torch Run.

Motion passed unanimously

(I) BOARD ACCEPTANCE OF LETTER OF RESIGNATION FROM THE BOARD OF TRUSTEES FROM NORMAN FECK

MOTION NO. 5:

Moved and Seconded by Trustees Loschke / Olk to accept the letter of resignation from Norman Feck

Vocal Vote approved unanimously.

(J) PRESENTATION TO BOARD REGARDING THE 2014 FINANCIAL AUDIT. BOARD TO CONSIDER ACCEPTING THE AUDIT AS PRESENTED BY LAZZIO AND PLUTT BY MOTION

Steve Plutt

Mr. Plutt gave the Board of Trustees an overview of the 2014 audit and stated there were no problems.

MOTION NO. 6:

Moved and seconded by Trustees Loschke/ Rugaard to accept the 2014 Financial Audit as presented.

Motion passed unanimously.

**(K) BOARD CONSIDERATION AND APPROVAL OF ORDINANCE NO: 684
AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING SECTION 12.01.050 OF THE PARACHUTE MUNICIPAL CODE CONCERNING PENALTIES FOR VIOLATION OF MODEL TRAFFIC CODE, AS AMENDED**

MOTION NO. 7:

Moved and Seconded by Trustees Rugaard / Loschke to adopt Ordinance NO. 684

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING SECTION 12.01.050 OF THE PARACHUTE MUNICIPAL CODE CONCERNING PENALTIES FOR VIOLATION OF

Motion passed unanimously

(L) BOARD CONSIDERATION AND APPROVAL OF RESOLUTION NO: 2015-11

A RESOLUTION AMENDING THE 2015 BUDGET WITH ADDITIONAL APPROPRIATIONS OF EXPENDITURES TO THE CAPITAL IMPROVEMENT FUND, CHANGING THE NAME OF THE CAPITAL IMPROVEMENT FUND, AND ADDING A NEW FUND AND APPROPRIATING BUDGET FOR THE FEDERAL ASSETS FORFEITURE FUND

MOTION NO. 8:

Moved and seconded by Trustees Loschke/ Olk to adopt Resolution NO.2015-11

A RESOLUTION AMENDING THE 2015 BUDGET WITH ADDITIONAL APPROPRIATIONS OF EXPENDITURES TO THE CAPITAL IMPROVEMENT FUND, CHANGING THE NAME OF THE CAPITAL IMPROVEMENT FUND, AND ADDING A NEW FUND AND APPROPRIATING BUDGET FOR THE FEDERAL ASSETS FORFEITURE FUND

Motion passed unanimously

(M) BOARD CONSIDERATION OF RESOLUTION NO: 2015-12

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE PEDESTRIAN PATH AND SIDEWALK ACROSS I-70 PROJECT

MOTION NO. 9:

Moved and seconded by Trustees Loschke / Williams to adopt Resolution NO: 2015-12

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE PEDESTRIAN PATH AND SIDEWALK ACROSS I-70 PROJECT

Motion passed unanimously.

(N) BOARD CONSIDERATION OF RESOLUTION NO: 2015-13

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE DEVELOPMENT REVIEW PROCESS PROJECT

MOTION NO. 10:

Moved and seconded by Trustees Loschke / Manzanares to adopt Resolution NO: 2015-13

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE DEVELOPMENT REVIEW PROCESS PROJECT

Motion passed unanimously.

(O) BOARD CONSIDERATION OF RESOLUTION NO: 2015-14

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A MINI GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE SCHOOL ZONE AND RADAR SPEED LIGHTS PROJECT

MOTION NO. 11

Moved and seconded by Trustees Loschke / Olk to adopt Resolution NO: 2015-14

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A MINI GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE SCHOOL ZONE AND RADAR SPEED LIGHTS PROJECT

Motion passed unanimously.

(P) BOARD CONSIDERATION OF RESOLUTION NO: 2015-15

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PEDESTRIAN PATH AND SIDEWALK ACROSS I-70 PROJECT

MOTION NO. 12:

Moved and seconded by Trustees Loschke/ Manzanares to adopt Resolution NO: 2015-15

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PEDESTRIAN PATH AND SIDEWALK ACROSS I-70 PROJECT

Motion passed unanimously.

(Q) BOARD CONSIDERATION OF RESOLUTION NO: 2015-16

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO HEALTH FOUNDATION FOR THE COTTONWOOD PARK FITNESS PROJECT

MOTION NO. 13:

Moved and seconded by Trustees Loschke / Rugaard to adopt Resolution NO: 2015-16

A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO HEALTH FOUNDATION FOR THE COTTONWOOD PARK FITNESS PROJECT

Motion passed unanimously

(R) DISCUSSION FROM BOARD OF ANY AND ALL BALLOT QUESTIONS THAT MIGHT BE CONSIDERED FOR INCLUSION WITH A COORDINATED ELECTION WITH GARFIELD COUNTY IN NOVEMBER 2015.

There was general discussion about putting a question on the ballot at the November election with the county to go to a vote of the residents to put an excise tax on marijuana grow facilities. The Board gave staff direction to bring an ordinance back to the next regular meeting for an excise tax to be placed on wholesale transactions from marijuana grows.

(S) BOARD CONSIDERATION OF AWARDDING THE BID FOR THE RECONSTRUCTION OF PARACHUTE PARK BOULEVARD AND ENTERING INTO A CONTRACT BETWEEN THE TOWN OF PARACHUTE OLDCASTLE SW GROUP, INC. DBA UNITED COMPANIES FOR AID PROJECT.

MOTION NO. 14:

Moved and seconded by Trustees Rugaard / Olk to award the bid for the reconstruction of Parachute Park Boulevard and enter into a contract between the town of parachute and Oldcastle SW Group Inc. DBA United Companies for said project.

Motion passed unanimously.

BOARD CONSIDERATION OF AWARDING THE BID FOR THE RESURFACING OF COUNTY ROAD 215 AND ENTERING INTO A CONTRACT BETWEEN THE TOWN OF PARACHUTE OLDCASTLE SW GROUP, INC. DBA UNITED COMPANIES FOR SAID PROJECT.

MOTION NO. 15:

Moved and seconded by Trustees Loschke / Rugaard to award the bid for the resurfacing of County Road 215 and enter into a contract between the Town of Parachute and Oldcastle SW Group Inc. DBA Untied Companies for said project.

Motion passed unanimously.

- (U) **BOARD CONSIDERATION OF AWARDING THE BID FOR THE ELECTRICAL UPGRADE AT COTTONWOOD PARK AND ENTERING INTO A CONTRACT BETWEEN THE TOWN OF PARACHUTE AND 360 ELECTRIC FOR SAID PROJECT.**

MOTION NO. 16:

Moved and seconded by Trustees Rugaard / Manzanares to award the bid for the electrical upgrade at Cottonwood Park and entering into a contract between the Town of Parachute and 360 Electric for said project.

Motion passed unanimously.

- (V) **BOARD CONSIDERATION OF LEASE BETWEEN THE TOWN OF PARACHUTE AND THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE REST AREA.**

Town Manager McArthur explained that this lease would also include the Park & Ride area as well as the rest area for a term of five (5) years beginning May 31, 2013 and ending May 31, 2018 for the amount of \$250 per year.

MOTION NO. 17:

Moved and seconded by Trustees Rugaard / Olk to enter into the lease agreement with The Colorado Department of Transportation (CDOT) for the Rest Area and the parking lot parcels 726AR and 729R of Project I-70-1(45).

Motion passed unanimously.

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

MOTION NO. 18:

Moved and seconded by Trustees Olk / Rugaard to move into Executive Session for the **PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO**

NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS, UNDER C.R.S. SECTION 24-6-402(4)(E); SUBJECT: PROPERTY ACQUISITION

Motion passed unanimously.

Executive Session began at 9:03 p.m.

Board moved out of Executive Session at 9:12 p.m.

Participants in the Executive Session were Mayor Roy McClung, Board Members Daniel Manzanares, Tom Rugaard, Tim Olk, Juanita Williams, John Loschke, Stuart McArthur, Town Manager

Town Manager, Stuart McArthur stated that he had received direction from the Board to move forward with the potential land acquisition.

(X) OTHER MATTERS

1. Thank You Note from Grand Valley Historical Society
2. Adult Mosquito Adult Trap Detail Report from Garfield County
3. Letter from the Mountain Rural Philanthropy Days
4. Thank you letter from the Kiwanis Club
5. In Remembrance of Sarah Ogden

Mayor McClung asked if there were any question regarding other matters.
There were none.

(Y) MOTION TO ADJOURN

MOTION NO. 20:

Moved and seconded by Trustees Rugaard / Manzanares to adjourn.

Vocal vote approved unanimously.

Adjourned at: 9:18 p.m.

EXPENSES PAID IN JULY 2015			
Payee or Description	Date	Check Number	Check Amount
Payflex HRA CDM Ref. #23	7/3/2015	1	\$188.17
Payflex HRA CDM Ref. #24	7/13/2015	2	\$941.67
Payflex Health Hub Ref# 25	7/20/2015	3	\$230.25
Payflex Health Hub Ref #26	7/27/2015	4	\$98.00
WELLS FARGO MERCHANT FEES	7/10/2015	5	\$390.16
WELLS FARGO CREDIT CARD MACHINE	7/10/2015	6	\$717.55
STATE WITHHOLDING PAYABLE	7/15/2015	7	\$32,523.28
STATE WITHHOLDING PAYABLE	7/31/2015	8	\$34,285.22
DUSTIE COLELLA	7/9/2015	19700	-\$25.15
ACTION SHOP SERVICE	7/2/2015	20089	\$247.60
AFLAC	7/2/2015	20090	\$657.93
AMERICAN WATER WORKS ASSOCIATION	7/2/2015	20091	\$78.00
AUSTIN CIVIL GROUP, INC.	7/2/2015	20092	\$5,882.75
BATTLEMENT MESA TRUE VALUE	7/2/2015	20093	\$22.48
BETTER CITY	7/2/2015	20094	\$22,500.00
CEBT	7/2/2015	20095	\$16,431.10
DELL COMPUTER CORPORATION	7/2/2015	20096	\$0.00
DEPENDABLE WASTE SERVICES	7/2/2015	20097	\$4,617.00
EMEDCO INC.	7/2/2015	20098	\$103.12
EVOQUA WATER TECHNOLOGIES LLC	7/2/2015	20099	\$547.00
FARNSWORTH GROUP, INC.	7/2/2015	20100	\$14,055.00
FIRE AND POLICE PENSION ASSOC.	7/2/2015	20101	\$1,722.07
GARFIELD CO. CLERK & RECORDER	7/2/2015	20102	\$57.00
GRAND JUNCTION PIPE & SUPPLY	7/2/2015	20103	\$460.12
KANSAS CITY LIFE INS.	7/2/2015	20104	\$649.96
LIBERTY NATIONAL LIFE INSURANCE CO.	7/2/2015	20105	\$151.78
MOUNTAIN PEST CONTROL	7/2/2015	20106	\$104.00
ORCHARD TRUST COMPANY, LLC	7/2/2015	20107	\$2,121.53
PARACHUTE SERVICE	7/2/2015	20108	\$1,213.25
UNCC	7/2/2015	20109	\$35.75
UNIVAR USA INC.	7/2/2015	20110	\$372.16
WELLS FARGO VISA	7/2/2015	20111	\$200.00
WINWATER	7/2/2015	20112	\$444.32
ZEE MEDICAL INC.	7/2/2015	20113	\$89.55
U.S. TRACTOR & HARVEST, INC.	7/2/2015	20114	\$612.29
WELLS FARGO BUSINESS	7/7/2015	20115	\$245.20
WELLS FARGO BUSINESS	7/7/2015	20116	\$711.42
WELLS FARGO BUSINESS	7/7/2015	20117	\$394.51
WELLS FARGO BUSINESS CARD	7/7/2015	20118	\$348.93
AUSTIN CIVIL GROUP, INC.	7/9/2015	20119	\$2,010.00
BATTLEMENT MESA METROPOLITAN DISTRICT	7/9/2015	20120	\$10,698.00
BIGHORN CONSULTING ENGINEERS, CO	7/9/2015	20121	\$900.00
CASELLE INC	7/9/2015	20122	\$525.33
CINET-COMPANY 004	7/9/2015	20123	\$723.03
CIRSA	7/9/2015	20124	\$10,812.50

CMCA	7/9/2015	20125	\$50.00
COLORADO MOTOR VEHICLES	7/9/2015	20126	\$270.00
DUSTIE COLELLA	7/9/2015	20127	\$25.15
GRAND RIVER HOSPITAL DISTRICT	7/9/2015	20128	\$500.00
GRAND VALLEY PARK ASSOCIATION	7/9/2015	20129	\$12,964.63
HILL AND ROBBINS P.C.	7/9/2015	20130	\$12.40
KARP, NEU, HANLON P.C.	7/9/2015	20131	\$6,744.93
LIFT-UP	7/9/2015	20132	\$1,000.00
PACIFIC STEEL & RECYCLING	7/9/2015	20133	\$4,033.72
PARACHUTE/BATTLEMENT CHAMBER COMMERCE	7/9/2015	20134	\$2,000.00
R & S SALES & WELDING SERVICE	7/9/2015	20135	\$12.00
RIFLE LOCK & SAFE	7/9/2015	20136	\$50.00
RSVP	7/9/2015	20137	\$1,000.00
SAFEBUILT, INC.	7/9/2015	20138	\$200.00
SENIOR PROGRAM (IGA)	7/9/2015	20139	\$0.00
STUART S. MCARTHUR	7/9/2015	20140	\$208.36
WILLIAM MORRIS ENDEAVOR ENTER., LLC	7/9/2015	20141	\$12,500.00
BETTER CITY	7/21/2015	20142	\$25,000.00
CHEMA TOX LABORATORY INC	7/21/2015	20143	\$250.00
FIRE AND POLICE PENSION ASSOC.	7/21/2015	20144	\$1,722.07
ORCHARD TRUST COMPANY, LLC	7/21/2015	20145	\$2,384.03
PAYFLEX SYSTEMS, USA INC.	7/21/2015	20146	\$150.00
SWALLOW OIL COMPANY	7/21/2015	20147	\$82.37
COLO DEPT OF TRANSPORTATION	7/27/2015	20148	\$250.00
DESKTOP CONSULTING, INC.	7/27/2015	20149	\$150.00
FIKES WEST, INC.	7/27/2015	20150	\$192.00
KARP, NEU, HANLON P.C.	7/27/2015	20151	\$10,204.68
RIFLE ANIMAL SHELTER	7/27/2015	20152	\$150.00
RICOH USA, INC.	7/7/2015	70100005	\$148.96
KONICA MINOLTA	7/10/2015	70100006	\$717.55
XCEL ENERGY	7/27/2015	70100007	\$7,780.33
TOTAL			\$260,847.01



Town of Parachute

A Safe Place to Land

Stuart S. McArthur, Town Manager

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

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

DATE: August 20, 2015
TO: Board of Trustees
FROM: Stuart S. McArthur, Town Manager
SUBJECT: TOWN MANAGER MONTHLY REPORT – AUGUST 2015

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

1. Sales tax report showing current month sales tax and comparing the last three years is attached to this report. You will note that sales tax YTD is down nearly 21% from last year at this time. We are down 22.4% from the 2015 budgeted amount. I am watching this trend carefully and necessary actions are being taken to reduce expenditures.

At this point, I am projecting general sales tax at \$750,000 for 2016 – a 30% reduction from the 2015 budgeted amount and a 29% reduction from the 2014 actual receipts.

2. The Comprehensive Plan is back on track. The advisory committee/public meeting met on July 15th at 6:30 p.m. at Town Hall. The updated draft of Phase I and Phase II of the project have been completed. I will be meeting with Better City to discuss refinement of the documents and plans.
3. I have renewed my conversation with two companies that are interested in a truck stop here in the Town. I should meet with both of them in the next couple weeks.
4. Mayor Pro Tem Williams has requested that a tour be set up for a marijuana cultivation facility in Rifle. Is the rest of the Board interested in a tour?
5. The Colorado Municipal League has scheduled its annual District 11 meeting on Wednesday, September 9th in Silt. Are any members of the Board interested in attending the meeting? RSVP deadline is August 28th.

6. I attended a meeting with the Town/City Managers of the Western Slope in Lake City. I gained insight into the issues other communities are facing. The economy is the principle challenge right now for all.
7. A meeting was hosted by the Colorado Oil and Gas Conservation Commission on July 29th. The topics of discussion regarded the recommendations approved by the Governor's Oil and Gas Task Force. One of the issues that came up from the Town is the need to better coordinate with Garfield County for future drilling sites and natural gas operations outside and in areas that are included in our comprehensive planning area.
8. Discussions continue with the Grand Valley Parks Association regarding future year events and the Town's role in them.
9. 2016 Budget preparation is underway. I would like to schedule a Board work study session on September 17th prior to the regular meeting to review the Board's priorities and direction as it relates to next year's and future budgets. The meeting would start at 5:30 p.m. and end at 6:15 p.m. Does the Board support the scheduling of this meeting to discuss the 2016 budget?
10. The affidavit requesting an election regarding the prohibition of marijuana was received on July 24th. The Town responded within the legal timeframe and provided an approved petition for the election committee to circulate.
11. I am working on several priorities regarding grant applications. Last month the Board approved resolutions to support grants from the Colorado Department of Local Affairs (DOLA) and the Garfield County Federal Mineral Lease District (GDFMLD) for a project to construction a sidewalk crossing over I-70 and the railroads.

In conversations with DOLA, I was advised that the engineering for the project should be completed prior to the application to the respective agencies. Subsequently I applied for an administrative grant from DOLA and received an award of \$25,000 to go towards the engineering project. The Town will match the \$25,000 through savings in the 2015 budget. The grants will be applied for in the Spring cycles of the agencies.

In the meantime, it was determined that grants could be pursued for the improvements for First Street in the Historic area of Parachute. In a meeting with Mark Austin, Town Engineer, Mark advised me that the first priority should be the replacement and movement of the utility lines before we do any concrete work on sidewalks and the street itself. As a result, we have determined the following schedule for grant applications:

Phase I:

- 1) Apply for a grant from GCFMLD in the fall cycle to replace and move the utility lines on First Street;
- 2) Apply for a grant from DOLA in the December grant cycle for the engineering for the replacement and movement of the utility lines on First Street;
- 3) Apply to DOLA in the spring cycle for a grant to replace and move the utility lines on First Street.

Phase II:

- 1) Apply for a grant from the GCFMLD in the spring cycle for the improvements to First Street, including engineering;
- 2) Apply for a grant from DOLA in the fall cycle for the improvements to First Street.

12. Upcoming Issues:

a. Agenda Items:

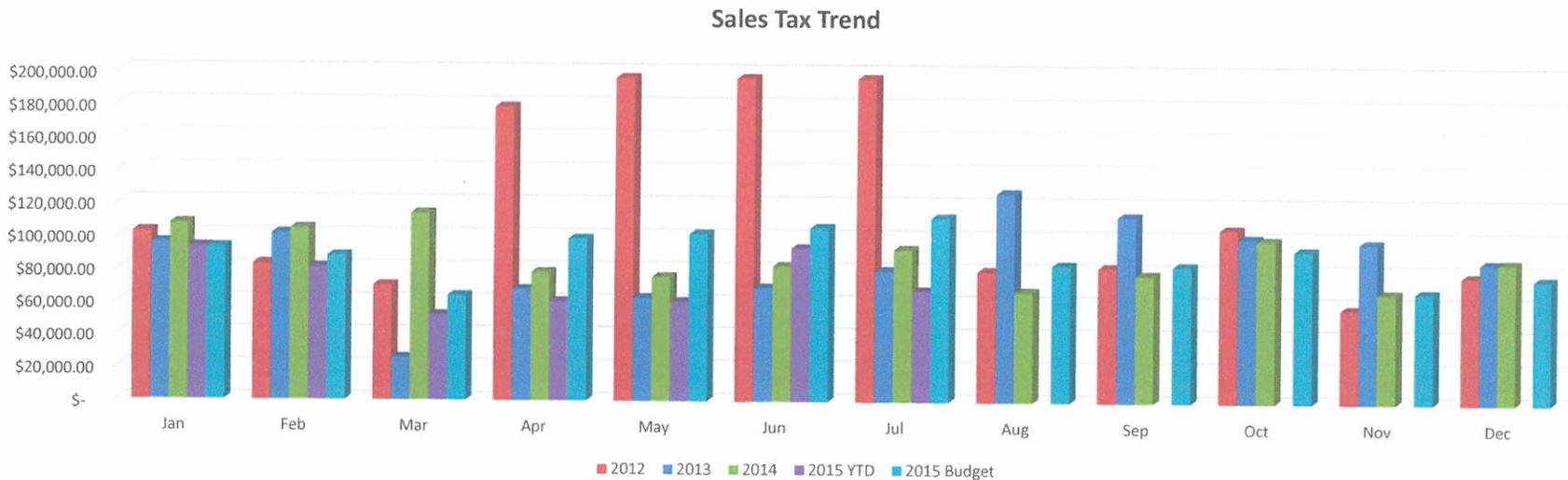
- i. Water rate issue for those residents without irrigation access.
- ii. Fire district sale agreement
- iii. Bee ordinance
- iv. Rabbits ordinance
- v. Annexation zoning
- vi. Survey and easements for Town water/electric/road facilities within the Battlement Mesa Company property
- vii. 2016 Budget meetings: September 17, October 15, and December 10 (special meeting due to deadline for certification of mill levy to Garfield County)
- viii. Applications for marijuana establishments

If you have questions or concerns, contact me at 970.285.7630 or stuartmc@parachutecolorado.com.

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

		Actuals									
Month Received	Month Paid*	2012	2013	2014	2014 YTD	2015	2015 YTD	2015 Budget	% Over / -Under Budget	YTD % Compared to 2014	Actual Compared to Budget
Jan	Nov	\$ 102,462.53	\$ 95,706.59	\$ 107,541.87	\$ 107,541.87	\$ 93,340.02	\$ 93,034.20		0.33%	-13.21%	0.33%
Feb	Dec	\$ 82,967.67	\$ 101,588.06	\$ 104,702.30	\$ 104,702.30	\$ 81,163.74	\$ 88,027.22		-7.80%	-22.48%	-7.80%
Mar	Jan	\$ 70,051.54	\$ 25,564.29	\$ 113,904.74	\$ 113,904.74	\$ 51,821.09	\$ 63,761.46		-18.73%	-54.50%	-18.73%
Apr	Feb	\$ 178,676.32	\$ 67,891.55	\$ 78,277.62	\$ 78,277.62	\$ 60,420.09	\$ 98,857.22		-38.88%	-22.81%	-38.88%
May	Mar	\$ 196,401.77	\$ 62,753.99	\$ 75,764.05	\$ 75,764.05	\$ 60,555.16	\$ 101,923.05		-40.59%	-20.07%	-40.59%
Jun	Apr	\$ 196,401.77	\$ 69,165.79	\$ 82,490.46	\$ 82,490.46	\$ 93,419.42	\$ 105,921.28		-11.80%	13.25%	-11.80%
Jul	May	\$ 196,401.77	\$ 79,877.98	\$ 92,727.04	\$ 92,727.04	\$ 67,717.37	\$ 112,296.42		-39.70%	-26.97%	-39.70%
Aug	Jun	\$ 79,785.87	\$ 127,189.55	\$ 67,447.53	\$ -	\$ -	\$ 83,512.60		-100.00%		
Sep	Jul	\$ 82,319.43	\$ 113,405.91	\$ 77,887.19	\$ -	\$ -	\$ 83,265.97		-100.00%		
Oct	Aug	\$ 105,816.61	\$ 100,377.26	\$ 99,147.71	\$ -	\$ -	\$ 92,921.78		-100.00%		
Nov	Sep	\$ 57,266.18	\$ 97,548.24	\$ 67,147.25	\$ -	\$ -	\$ 67,547.54		-100.00%		
Dec	Oct	\$ 77,708.49	\$ 85,800.99	\$ 86,001.23	\$ -	\$ -	\$ 75,931.28		-100.00%		
Total		\$ 1,426,259.95	\$ 1,026,870.20	\$ 1,053,038.99	\$ 655,408.08	\$ 508,436.89	\$ 1,067,000.00			-20.97%	-22.42%

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





Town of Parachute

A Safe Place to Land

Derek Wingfield, Community Development

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

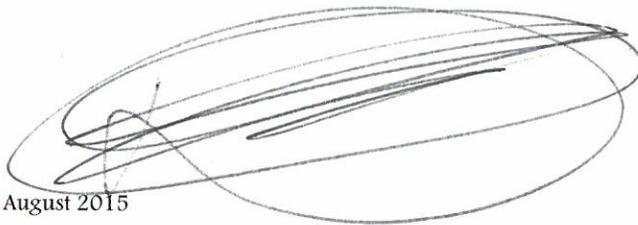
222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

Date: August 17, 2015

To: Board of Trustees

From: Derek Wingfield, Community Development

Subject: Community Development Monthly Report- August 2015



Starting off with an apology, I have not been able to keep up as well as I want to with code enforcement the last two months, I am going to try and get a few days this month dedicated just to code.

Positive things moving in the Town, 3 re-roof permits were issued, along with a commercial remodel permit. There has also been 3 sign permits issued, the two that will be most noticeable will be the Sinclair and The Family Dollar, so look for that change in the near future. I have also had numerous meetings with both Safe Built and property owners, leases, and investors on needing permitting and adaptations for marijuana retail.

The Town was able to have a small crowd on 1st Street for the memorial ride, if you were not there I was quite happy with the amount of support on short notice we were able to show. Beasley Park looked great which was show cased with flags so it was a nice view.

Website pay port is close we are pushing to have online bill pay operational by September 1st if not sooner.

Oktoberfest is moving fast and growing momentum. We are working on the logistics to accommodate the potential crowd. We have already had requests from Denver on tickets. This project is taking a great deal of time and energy but I believe it will be worth it and showcase the Town positively.

If you haven't been down by Cottonwood Park lately there have been some changes. Oktoberfest planning has excavated the field north of the park which changed the landscape and really makes the area look more inviting and larger. Plus, the power upgrade is nearly completed and will serve the future well.



Town of Parachute

A Safe Place to Land

Mark King, Public Works Director

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

Date: August 20th 2015
To: Board of Trustees
From: Mark King, Public Works Director
Subject: August monthly report

Cottonwood Park electrical will be complete as soon as Xcel Energy installs the new meter. It should be in the next week or so.

The over flow parking lot across from Cottonwood Park is complete and ready for October Fest. We will still need to do some fencing installation for the overflow parking. We are hoping we can get Rifle correctional facility to allow extra inmates to help with the set up.

We have sprayed all the weeds in the streets again on the north side of town and will do the same on the south side as soon as possible. The weeds in the right of ways have been mowed and the CDOT right of ways over the bridge and some on First Street to make the entrance of town looks more inviting.

The phase 2 Parachute Park Boulevard is under way. United Companies is the general contractor on the project. They will start the CR 215 project as soon as they finish phase 2.

I spoke with the Garfield County Mosquito Control District about spraying on the north side of Parachute as well as the south side. They will set more traps and they have already sprayed and will continue on both sides of town.

LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

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

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 <i>Melissa Johnson & Diana Lawrence</i>		DBA <i>Mamas Restaurant</i>	
Liquor License # <i>4703457</i>	License Type <i>Hotel + Restaurant (City)</i>	Sales Tax License # <i>27185486</i>	Expiration Date <i>12/15</i>
Street Address <i>103 First Street</i>			Due Date
Mailing Address <i>PO Box 754</i>			Phone Number <i>9702850210</i>
Operating Manager <i>Diana Lawrence</i>	Date of Birth <i>6/15/69</i>	Home Address <i>998 Cty Rd 309 Parachute Co</i>	Phone Number <i>970 274 2221</i>

1. 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 _____
2. Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. 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.
3. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. YES NO
4. Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. YES NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. YES NO
6. **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 <i>Diana L Lawrence Tompkins</i>	Title <i>owner</i>
Signature <i>Diana L Lawrence Tompkins</i>	Date <i>8/14/15</i>

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 <i>The Town of Parachute</i>	Date <i>August 20, 2015</i>
Signature	Title <i>Mayor</i>
	Attest



**Town of Parachute
Administration**
222 Grand Valley Way
Telephone: (970) 285-7630

P.O. Box 100 Parachute, CO 81635-0100
Facsimile: (970)285-0292

JUN 06 2015 15:36

LAND USE APPLICATION FORM

Application Type (check all that apply):

- | | | |
|---|--|---|
| <input type="checkbox"/> Amended Plat | <input type="checkbox"/> Lot line Rearrangement | <input type="checkbox"/> Site Plan |
| <input type="checkbox"/> Annexation | <input type="checkbox"/> Minor Subdivision Sketch Plan | <input type="checkbox"/> Text Amendment |
| <input type="checkbox"/> Conditional Use | <input type="checkbox"/> Vacation – Easement / Right-of-Way | <input type="checkbox"/> Outside City Water/Sewer |
| <input type="checkbox"/> Final Plat | <input type="checkbox"/> Preliminary Subdivision Plan | <input type="checkbox"/> Zoning Variance |
| <input type="checkbox"/> Floodplain Development | <input type="checkbox"/> Sketch Subdivision Plan | <input type="checkbox"/> Zoning Map Amendment |
| <input type="checkbox"/> Lot line dissolution | <input type="checkbox"/> Sketch – Preliminary Subdivision Plan | <input type="checkbox"/> GIS System Integration |

X Other: Watershed District Permit

Instructions for Submittal

- **Original applications with original signatures must be provided.**
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications **will not be accepted** and will delay processing.
- Initially, one copy of each document may be submitted to the Planning Department for review. When the documents are deemed adequate, additional copies as required by the Planning Department shall be submitted.
- All documents, plans, plats, etc. shall be no larger than 8 1/2" x 14" in size or folded to that or a smaller size.
- The property owner **must** fill out the Owner Affidavit in presence of notary.

Brief Description of Application(s)

16" gas pipeline and a 10" waterline running from current Tompkins pad location in section 5, South/West to the Summit MS connection point in section 16 (see attached)

Property Information

Address: See Attached

Parcel ID number: _____

Legal Description (*attach additional sheet if necessary*): _____

Access to Property: _____

Staff Use ONLY

Pre-app conference: _____ (date) Application received: _____ (date)

Application complete: _____ (date) Case Number: _____

Fees: _____ Case Name: _____

Deposits: _____

Paid: _____ (date) Referrals sent _____ (date)

act as my/our representative in any manner regarding this application, to answer questions and to represent me/us at any meeting and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

Property Owners Name (printed)

Address

Phone

Fax

Signature

Type of Identification

County of _____)

) SS

State of _____)

Sworn to and subscribed before me this _____ day of _____, _____
(fill in month) (fill in year)

By _____
(name printed)

Witness my hand and official seal.

Notary Public

My Commission expires _____

James S. Neu
jsn@mountainlawfirm.com

Sander N. Karp*
James S. Neu
Karl J. Hanlon
Michael J. Sawyer
James F. Fosnaught
Jeffrey J. Conklin
Andrew A. Mueller

** Fellow of the College of
Labor and Employment
Lawyers*

Matthew L. Trinidad
Patrick L. Barker
Jon T. Hoistad

Of Counsel
Richard I. Zuber**
Anna S. Itenberg
Greg S. Russi
Hollie L. Wieland

*** Fellow of the American
Academy of Matrimonial Lawyers*

Glenwood Springs Office
201 14th Street, Suite 200
P. O. Drawer 2030
Glenwood Springs, CO 81602

Aspen Office***
323 W. Main Street, Suite 301
Aspen, CO 81611

Telephone: (970) 945-2261
Facsimile: (970) 945-7336
www.mountainlawfirm.com

****All correspondence should be sent to the
Glenwood Springs office*

August 14, 2015

TO: Town of Parachute Board of Trustees

FROM: Karp Neu Hanlon, P.C.

RE: Ursa Operating Company, LLC Watershed District Permit Application

Ursa Operating Company, LLC applied for a Town of Parachute Watershed District Permit pursuant to Ordinance No. 492 to construct the Tompkins Pipeline which includes a 16” natural gas pipeline and a 10” produced water pipeline, and the Monument Ridge B Well pad to drill up to 18 natural gas wells. The Town of Parachute passed Ordinance No. 492 in 2004 establishing a watershed district under the authority granted in C.R.S. §31-15-707(1)(b) and Article XX of the Constitution of the State of Colorado for the purpose of protecting the Town’s waterworks and water supply (the “Watershed Ordinance”). This authority extends for 5 miles above the points from which water is diverted for use by the Town. The Watershed Ordinance requires an application be made to the Town for certain activities that may threaten the Town’s waterworks or water supply and Ursa’s proposed activities fall into that category.

The Watershed Ordinance sets forth the application requirements and criteria to review the application. The Town has hired as its consulting engineer Michael Erion, P.E. with Resource Engineering, Inc. to review Ursa’s application. Mr. Erion has extensive experience regulating the City of Rifle’s Watershed District Permit Program and he has made site visits and met with Town staff to become familiar with Parachute’s infrastructure and watershed. Enclosed in your packet is his review letter that finds Ursa’s activities could propose a risk to the Town’s waterworks and water supply. With that determination, a public hearing is required before the Board of Trustees and we have published the required public notice for your August 20, 2015 meeting. Representatives with Ursa will be at your meeting to make a detailed presentation outlining their project. Michael Erion and I will also be there to provide testimony and assist with conducting the public hearing. The Watershed Ordinance requires Ursa to reimburse the Town for outside professional services rendered during this process, so development is paying its own way on this project.

Michael Erion’s letter contains recommendations of conditions to be imposed on Ursa’s activities to protect the Town’s waterworks and water supply as authorized by the Watershed

Page 2

Ordinance. These include lining the pipelines and for the inspection of all work involved with this project. There are notification requirements so the Town is aware of when certain activities commence and if ever that review shows additional risk, staff will bring it back to the Board of Trustees. In addition, a performance guarantee is required to ensure compliance with the terms and conditions of the Permit.

Enclosed in your packet is a draft Watershed District Permit No. 2015-1 as a basis of your review of the application and it includes all of the recommendations of Michael Erion. Please note that this is just a draft permit and you can make whatever findings and conclusions as a result of the evidence presented at the hearing you find appropriate. We will then finalize the Permit for execution by Ursa and the Town based upon the hearing. As mentioned, we will be at the hearing to answer any questions you may have.

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

CONCERNING THE APPLICATION FOR A WATERSHED DISTRICT PERMIT FOR THE
CONSTRUCTION OF TOMPKINS PIPELINE AND MONUMENT RIDGE B WELL PAD

FINDINGS OF FACT, CONCLUSIONS OF LAW AND APPROVAL OF WATERSHED
DISTRICT PERMIT NO. 2015-1

URSA OPERATING COMPANY, LLC

I. BACKGROUND

1. In June 2015, URSA Operating Company, LLC (“URSA” or the “Applicant”) applied to the Town of Parachute (the “Town”) for a watershed district permit to construct the Tompkins Lateral Oil and Gas Pipeline and Monument Ridge B Well Pad and related facilities within Town of Parachute’s Watershed in Sections Township 7 South, Range 95 West Sections 5, 8, 9, 16, and 17 involving a 16” natural gas pipeline and 10” produced water pipeline running from the current Tompkins Pad in Section 5 south/west for which a separate Town of Parachute Watershed District Permit was approved on September 25, 2014 (“Tompkins Pad Permit”) to Summit MS Connection point in Section 16, and the construction of a well pad and subsequent drilling of up to 18 natural gas wells (the “Activity” or the “Project”). The Activity is located within five (5) miles of the Town’s springs and Colorado River water intake structure within the Town’s Watershed District jurisdiction and the application was submitted pursuant to Town of Parachute Ordinance No. 492, codified in Article 9 of Chapter 15 of the Parachute Municipal Code (“PMC”).

2. For the purposes of this permit (the “Permit”), the application shall consist of the watershed permit application entitled Tompkins Pad/Monument Ridge B Well Pad Town of Parachute Watershed Application (which includes, among other items, Design Drawings for the natural gas pipeline and water pipeline; Spill Prevention Control and Counter Measure Plan; Emergency Response Plan; and Stormwater Management Plan), all correspondence and materials submitted to the Town by the Applicant or its agents and representatives with this application and subsequent thereto, as well as all representations, whether oral or written, made as part of the application, and the Erion Letter, discussed below. These items shall be collectively referred to herein as the “Application”.

3. Any and all other permits issued or to be issued by county, state and/or federal agencies in relation to the construction and operation of the Activity are incorporated herein by this reference.

4. Following his review of the application, Michael Erion, P.E. with Resource Engineering, Inc. Consulting Professional Engineer for the Town, stated his findings in a letter

dated August 13, 2015 attached hereto as Exhibit A and incorporated herein by this reference (the "Erion Letter"). The Erion Letter concluded that the proposed activities to be performed do not present or create a clear or foreseeable risk of significant injury to the Town's waterworks or pollution to the Town water so long as the Applicant adheres to the proposed mitigation measures contained in the Application and the conditions stated in the Erion Letter. Therefore, the Project is classified as an "Impact" under the PMC §9.15.050(B)(5).

II. FINDINGS OF FACT

5. The Project is within the defined boundaries of the Town's Watershed District as defined in PMC § 9.15.020, specifically within five (5) miles of the Town's springs and Colorado River water intake structure. The proposed activities include the construction of a 16" natural gas pipeline, a 10" produced water pipeline, a well pad and related facilities and subsequent drilling of up to 18 natural gas wells. Due to the cumulative nature of the Project, it is classified as an "Impact" pursuant to the PMC. Because of the potential for the Applicant's Activity to impact the Town's water source, certain conditions must apply to this Permit as set forth in the Erion Letter to obtain this classification.

6. The Application filed by URSA is complete.

7. URSA has paid the application fee required under PMC § 9.15.050.

8. A duly noticed Public Hearing was held before the Parachute Town Board of Trustees on August 20, 2015. At the hearing, testimony was presented by Jim Neu with Karp Neu Hanlon, P.C., Town Attorney, and Michael Erion regarding the Activity proposed by the Applicant and the applicability of the Town's Watershed District Ordinance. Mr. Neu explained to the Town Board that its jurisdiction on this matter extended five (5) miles beyond the Town's springs and water intake point, and that its authority was limited to the protection of the Town's water quality and supply. Michael Erion explained the provisions of the Permit, and the terms and conditions set forth in the Erion Letter, which classified the proposed activities as an Impact pursuant to PMC § 9.15.050(B)(5). At the hearing, testimony was presented by Rob Bleil, Ursa Regulatory and Environmental Manager, and Jason Raley, consultant for Ursa, regarding Ursa and its performance of the Activity and _____. The Town Board asked questions regarding the Project and _____. Testimony was opened up for members of the public and _____.

9. With the conditions stated in the Erion Letter in place, the Board finds that the Project, if constructed and operated as proposed in the Application and pursuant to the conditions stated in the Erion Letter, does not present or create a clear or foreseeable risk of significant injury to the Town's waterworks or pollution to the Town's water supply.

10. The Town Board hereby finds and determines that the issuance of the Permit requires the inclusion of conditions as set forth in the Erion Letter, that such conditions are necessary to prevent a risk of injury to the Town's water works and pollution of the Town's water supply, and that such conditions are authorized pursuant to Sections § 9.15.050(E) of the PMC.

III. CONCLUSIONS OF LAW AND ISSUANCE OF PERMIT

11. The foregoing Findings of Facts are incorporated herein by reference.

12. The Town has jurisdiction over the proposed activity pursuant to PMC § 9.15.020.

13. Based on the evidence presented at the Public Hearing, the Town hereby determines that this decision shall constitute a Watershed District Permit for the construction 16" natural gas pipeline, a 10" produced water pipeline, a well pad and related facilities and subsequent drilling of up to 18 natural gas wells, as described more fully in the Application, and as modified by the conditions of approval in the Erion Letter, which conditions of approval are hereby approved and adopted by the Town as conditions of approval of this Permit. In addition, all representations, whether oral or written, made by the Applicant and/or its agents as part of the Application and public hearing process shall be conditions of approval of the Permit.

14. The Applicant shall post a performance guarantee pursuant to Recommendation No. 8 in the Erion Letter which shall ensure compliance with the terms and conditions set forth herein and cover all existing facilities owned and/or operated by Ursa in the Town's watershed jurisdiction. The bond amount shall be \$100,000 for every 8 well pads or fraction thereof located within the Watershed District, plus a \$25,000 bond for the construction of the pipelines. The pipelines bond will be released upon completion of construction and establishment of revegetation at 80 percent cover as determined by the Town. Said performance guarantee shall indemnify and hold harmless the Town from any injuries which are the result of the activities undertaken pursuant to this Permit and ensure the strict compliance and performance by the Applicant of the terms and conditions set forth herein. The Town may upon thirty (30) days written notice require the Applicant to indemnify the Town for damages suffered as a result of activities undertaken pursuant to this Permit or to take corrective action for any violations of the Permit regardless of whether said violations result in damages to the Town. In the event that the Applicant fails to respond or take action as required within said thirty (30) days, the Applicant shall be deemed in default under the terms and conditions of this Permit and the Town may execute upon the performance guarantee without further notice to the Applicant.

15. All conditions of approval contained within any permit issued to the Applicant by any county, state and/or federal agency shall be deemed conditions of approval of this Permit. Any violation of the conditions of any other such permit issued to the Applicant shall be deemed a violation of this Permit subject to all of the remedies provided for herein.

16. The Notice information for the holder of the Permits shall be:

Ursa Operating Company, LLC
1050 17th Street, Suite 2400, Denver, Colorado 80265
Office (720) 508-8350
or
Piceance Field Office
792 Buckhorn Drive, Rifle, CO 81650
Office (970) 625-9922

17. Pursuant to PMC § 9.15.050(7), Applicant shall reimburse the Town for all outside professional services, including but not limited to engineering, legal, consulting, publication and copying fees associated with the review of the Application, and inspection and enforcement of the Permit following issuance.

18. This Permit shall not be effective until approved by the Town and agreed to and by Applicant.

Dated this _____ day of _____, 2015.

TOWN OF PARACHUTE, COLORADO

By _____

Mayor

ATTEST:

Town Clerk

[Applicant signature on following page]

Town of Parachute, Colorado
Watershed District Permit No. 2015-1
Ursa Operating Company, LLC
Page 5 of 5

Town of Parachute Watershed District Permit No. 2015-1 accepted and agreed to this
_____ day of _____, 2015.

URSA OPERATING COMPANY, LLC

By

Name: _____
Title: _____

DRAFT



Stuart S. McArthur, Town Manager
Town of Parachute
PO Box 100
222 Grand Valley Way
Parachute CO 81635

August 13, 2015

James S. Neu, Esq.
Karp Neu Hanlon, P.C.
PO Box 2030
Glenwood Springs CO 81602

RE: Ursa Operating Company LLC Watershed Permit Application
Review for Tompkins Lateral Pipeline and Monument Ridge B Well Pad

Dear Stuart and Jim:

At the request of the Town of Parachute, Resource Engineering, Inc. (RESOURCE) reviewed the Watershed District Permit Application for the Tompkin Lateral Pipeline/Monument Ridge B Well Pad applied for by Ursa Operating Company LLC (URSA). The proposed project includes approximately 13,800 feet of 16 inch gas pipeline, 5650 feet of 10 inch produced water pipeline, and construction of a well pad with subsequent drilling of up to 18 gas wells. The application includes design drawings for the gas pipeline and water pipeline for the Monument Ridge B Well Pad and incorporation by reference of Ursa's spill Prevention Control and Counter measure (SPCC) Plan, Stormwater Management Plan (SWMP), and Emergency Response Plan (ERP) prepared for its Parachute/Battlement Mesa are projects. The application was reviewed in accordance with Section 9.1.5.050(B) of the Parachute Municipal Code.

CLASSIFICATION

Based on the analysis and review set form below, RESOURCE recommends classifying the project as a potential impact. This classification is due to the proximity to the Town's Springs (collectively decreed as the Grand Valley Water Supply Pipeline) and the scope of the project in conjunction with other activities in the area.

RECOMMENDATION

In accordance with Section 9.15.05(B)5., RESOURCE recommends approval of the Watershed District Permit with the following conditions.

1. The permit approves construction of the Tompkins Lateral 16 inch gas pipeline and 10 inch produced water pipeline, as outlined in the application submittal and the detailed design drawings contained therein.
2. The Applicant shall line the pipeline trench within the Town's spring area watershed to prevent any leaks from reaching the ground water.

3. The permit approves construction of the Monument Ridge B Well Pad and construction of up to 18 gas wells. The Applicant shall provide written notice to the Town of such well construction at least 15 days prior to construction. The Town shall approve or forward to the Board of Trustees within 15 days.
4. The Applicant shall provide the Town at least 30 days' notice prior to construction of the pipelines (such notice has already been provided for the pipeline assuming approval of the permit). The project shall be subject to inspections during construction by Town staff and/or its consultants. Post construction inspections will be made biannually, or more frequently if needed), until all permanent mitigation measures (revegetation, grass berms/swales, etc.) are deemed complete by the Town. The Applicant shall be responsible for all costs associated with such inspections.
5. The Applicant shall comply with all provisions of its State and County permits.
6. The Applicant shall comply with all provisions of its Spill Prevention Control and Countermeasure Plan, Stormwater Management Plan, Emergency Response Plan, weed Management Plan, Reclamation and Revegetation Plan, and Engineering Standards, developed for each site or facility.
7. All applicable conditions of approval associated with the Tompkins Well Pad are included herein by reference.
8. A bond for the benefit of the Town in a form approved by the Town, should be in place to cover any clean up, restoration, or other conditions that may present a potential hazard to the Town's water facilities and water supply. The bond should cover all existing facilities within the Town's Watershed Districts. RESOURCE recommends \$100,000 for every 8 well pads or fraction thereof located within the Watershed District plus a \$25,000 bond for the pipeline. The pipeline bond will be released upon completion of construction and establishment of revegetation at 80 percent cover as determined by the Town.

ANALYSIS

The proposed activities include construction of a 16 inch gas pipeline from the existing Tompkins Pad to an existing pipeline located adjacent to the existing Encana Shore Pad; a 10 inch produced water pipeline located alongside the proposed gas line from the existing Tompkins Pad to the proposed Monument Ridge B Well Pad; and construction of the Monument Ridge B Well Pad and up to 18 gas well on the pad. The project area is shown on the attached map from the Ursa application.

The proposed 16 inch gas pipeline would be approximately 13,800 feet (2.6 miles) in length and the 10 inch produced water line would be constructed in the same trench for approximately 5,650 feet between the existing Tompkins Pad and the proposed Monument Ridge B Pad. The Tompkins Pad is situated up gradient of the Town's springs and approximately 200 feet of the proposed gas and produced water pipelines would be considered up gradient and potentially tributary to the springs. All of the pipeline segments from the end of the proposed pipelines to the Tompkins Pad would be constructed in an area tributary to the springs. All pipeline trenches in areas tributary to the springs should be lined

to prevent discharge to the ground water from leaks. The proposed construction within the spring watershed area will be encased in a bore under County Road 109. However, the bore is downward into the springs watershed area.

The Monument Ridge B Well Pad is located outside of the springs watershed area but within the Colorado River intake watershed. The pad is on the southerly edge of the watershed boundary and 1.6 miles from the Colorado River.

Ursa has prepared an SPCC Plan which will be modified for each site and type of project (pad, pipeline, etc.). The SPCC Plan outlines specific guidelines for prevention, notification and clean-up of spills. The plan is prepared by a registered Professional Engineer who certified that the plan meets industry standards and the requirements of 40 CFR 112 (or more stringent State standards) regarding oil pollution and prevention. The plan should include the Town of Parachute on the notification and emergency contact list.

Ursa has prepared a SWMP which outlines best management practices to be utilized for erosion and sediment control, construction near and across wetlands and water bodies, restoration and revegetation, and storm water quantity and quality management. The practices are defined for all construction activities and post construction restoration. Ursa should obtain applicable State Stormwater Discharge Permits and require subcontractors to certify compliance with stormwater regulation.

Ursa also has an Emergency Response Plan, Weed Management Plan and a Reclamation and Revegetation Plan.

The proposed project does not have a clear or foreseeable risk of significant injury to the Town's water facilities and water supply, provided that the Applicant completes the project in accordance with the plans and meets/follows all of the conditions of approval.

Please call if you have any questions or need additional information.

Sincerely,

RESOURCE ENGINEERING, INC.



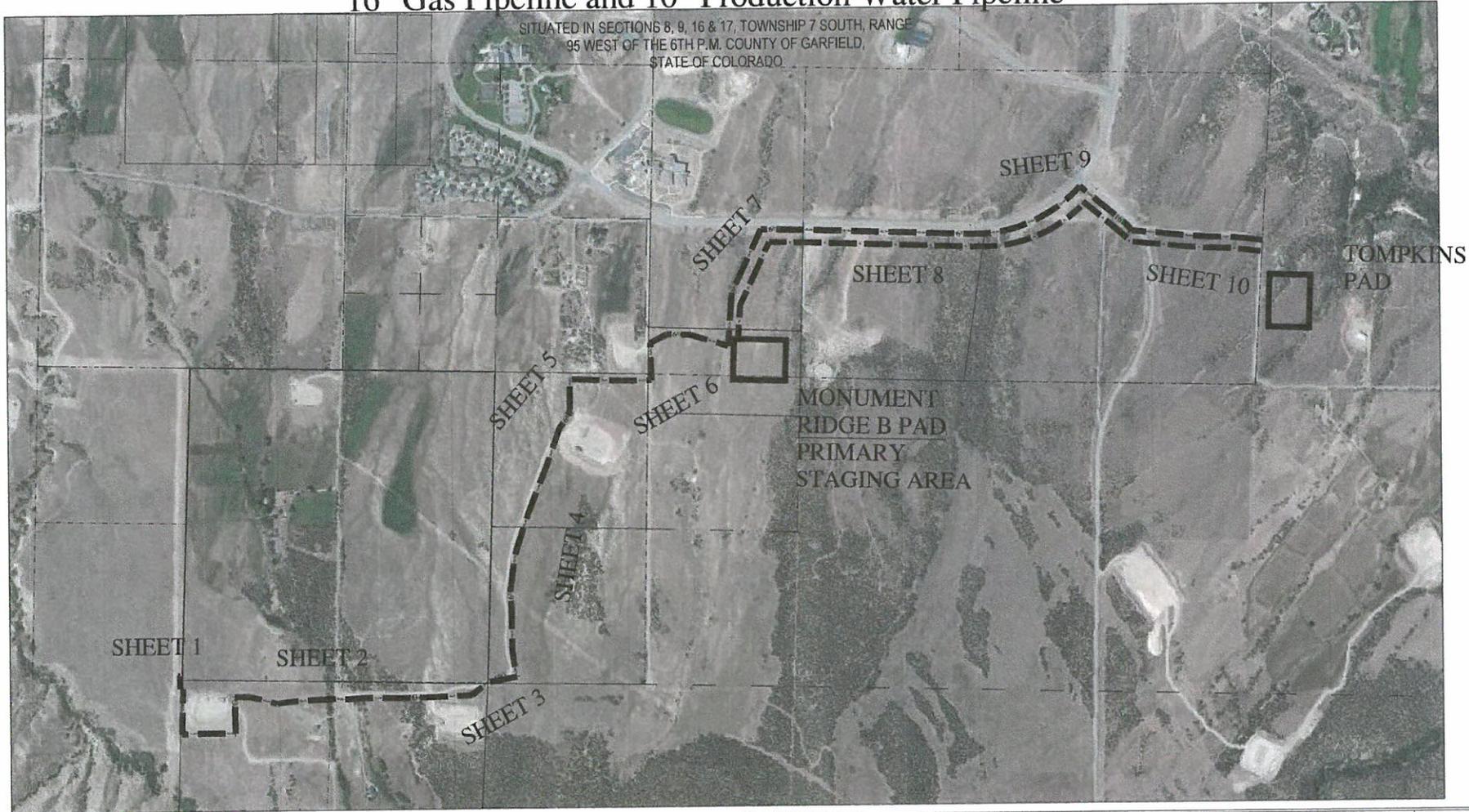
Michael J. Erion, P.E.
Water Resources Engineer

MJE/mmm
1148-1.1

TOMPKINS LATERAL - Plan & Profile

16" Gas Pipeline and 10" Production Water Pipeline

SITUATED IN SECTIONS 8, 9, 16 & 17, TOWNSHIP 7 SOUTH, RANGE
95 WEST OF THE 6TH P.M. COUNTY OF GARFIELD,
STATE OF COLORADO



	Drawn By	NO.	Date	Revision	By	Prepared For: URSA OPERATING COMPANY 792 BUCKHORN DRIVE RIFLE, CO 81650 (970) 625-9922	Project NO. 06001-47PL T2
	Checked By	1	07/30/2015	REVISED AS PER COMMENTS	SPG		
	SEA						
	Date						
	06/16/2015						
	Company No.						
	06001-47PL						

11414863

Ad Ticket #5

Acct: 1026008
Phone: (970)945-2261
E-Mail:
Client:
Caller: Pilar Grabe
Receipt

Name: Karp Neu Hanlon, PC-(legals & C
Address: P.O. Drawer 2030

City: GLENWOOD SPRINGS
State: CO **Zip:** 81602

Ad Name: 11414863A

Original Id: 0

Editions: 8PIN/8CT/8PI/

Class: 0990

Start: 08/06/15

Stop: 08/06/15

Color:

Issue 1

Copyline: Billing Ref Matter Number 5578

Rep: PI Legals

NOTICE OF PUBLIC HEARING

Lines:	27
Depth:	2.26
Columns:	1
Discount:	0.00
Commission:	0.00
Net:	0.00
Tax:	0.00
Total	39.26
Payment	0.00

Please take notice of a public hearing regarding a watershed district permit application, filed pursuant to Parachute Municipal Code Chapter 9.15 (Town of Parachute Ordinance No. 492) by Ursa Operating Company, LLC, whose address is 1050 17th Street, Suite 2400, Denver, Colorado 80265 and Piceance Field Office, 792 Buckhorn Drive, Rifle, CO 81650, to construct the Tompkins Lateral Oil and Gas Pipeline/Monument Ridge B Well Pad in Township 7 South, Range 95 West Sections 5, 8, 9, 16, and 17 involving a 16" gas pipeline and 10" water pipeline running from the current Tompkins pad in Section 5 south/west to Summit MS Connection point in Section 16. Said hearing shall be held at 6:30 p.m. on Thursday, August 20, 2015 at the Town of Parachute Town Hall located at 222 Grand Valley Way, Parachute, CO 81635. The application is on file at the Town Hall and any interested party may appear to present evidence or provide testimony on the subject matter of the application.

Published in the Citizen Telegram and the Glenwood Springs Post Independent August 6, 2015. (11414863)

Ad shown is not actual print size

Ad Name: 11403734A
Customer: Town of Parachute
Your account number is: 1003196

PUBLIC NOTICE

TAKE NOTICE that the Town of Parachute, Colorado, is proposing to make revisions to its Municipal Code: Title 15 (Town of Parachute Land Use Regulations), Article 4 Subdivision and more specifically, those sections pertaining to Minor Subdivisions.

All persons affected by the proposed Town of Parachute Municipal Code change are invited to appear and state their views, protests, or support. If you cannot appear personally at such meeting or hearing, then you are urged to state your views by letter as the Planning & Zoning Commission and the Board of Trustees will give consideration to the comments of property owners and the others affected in deciding whether to grant or deny the request.

The proposed changes may be reviewed at the Town of Parachute offices located at 222 Grand Valley Way, Parachute, CO, between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday. You may call 970-285-7630 with questions or concerns.

A Public Meeting on the proposed changes will be held with Parachute Planning and Zoning Commission on August 13, 2015 at 6:30 PM

A Public Hearing on the proposed changes will be held with Parachute Board of Trustees August 20, 2015 at 6:30 PM

The meeting and hearing will be held in the Town of Parachute Town Hall in the Board of Trustees Room, 222 Grand Valley Way, Parachute, CO.

Denise Chiaretta,
Town Clerk
Town of Parachute

Published on August 6, 2015, in the Citizen Telegram. (11403734)

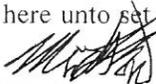
PROOF OF PUBLICATION
**THE RIFLE
CITIZEN TELEGRAM**

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 8/6/2015 and that the last publication of said notice was dated 8/6/2015 the issue of said newspaper.

In witness whereof, I have here unto set my hand this 08/06/2015.



Michael Bennett, Publisher

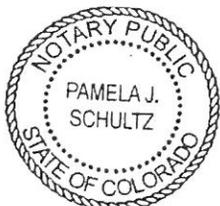
Publisher Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this 08/06/2015.



Pamela J. Schultz, Notary Public

My Commission expires:

November 1, 2015



My Commission Expires 11/01/2015

**TOWN OF PARACHUTE
ORDINANCE NO. 685**

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING TITLE 15 OF THE PARACHUTE MUNICIPAL CODE REGARDING MINOR SUBDIVISIONS AND LAND USE APPLICATION TIMELINES.

WHEREAS, Title 15 of the Parachute Municipal Code (the “Code”) contains the Town of Parachute’s land use regulations, including those governing minor subdivisions;

WHEREAS, the existing regulations governing minor subdivisions require a “two step” review process with the Planning Commission and the Board of Trustees (the “Board”), and have proven to be overly and unnecessarily burdensome for simple subdivision applications in the Town;

WHEREAS, the Board initiated a text amendment to the Code to revise the land use regulations and allow for a more streamlined process, which also allows for the referral to the Board at the discretion of the Town Manager or upon protest;

WHEREAS, the Board also wishes revise the timelines for all land use applications to allow more efficient and expedient review of land use applications requiring review by both the Planning Commission and the Board;

WHEREAS, Title 15 of the Code refers to “Town Administrator” while the Town Charter refers to a “Town Manager;” thus, the Board wishes to revise Title 15 to make it consistent with the Town Charter.

WHEREAS, the Board finds that the revised land use regulations will allow for more efficient land use approval process, while still protecting the Town and its residents’ interests.

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

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

Section 2. Section 15.04.110.D of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.04.110 Types of Subdivisions.

D. The division of previously un-subdivided land into four (4) or fewer separate parcels, lots, sites, tracts or interests meeting the criteria set forth in Section 15.04.130 is a minor subdivision.

Section 3. Section 15.04.130 of the Parachute Municipal Code is hereby repealed and

reenacted as follows, with additions shown in double underlined text and ~~strike through language~~ deleted:

15.04.130 Minor Subdivisions. The purpose of the minor subdivision review is to evaluate the design of the proposed subdivision and to ensure that future residents or occupants of the subdivided property can be safely, efficiently and adequately served by public facilities, services and utilities and that the residential and nonresidential land uses conform to all land use regulations of the Town of Parachute. The minor subdivision review process does not establish types of land uses which are determined by the zoning regulations.

A parcel of land is eligible for subdivision through the minor subdivision process if it meets all of the following criteria.

A. Creates no more than four (4) lots with direct access to an existing public street;

B. Does not land-lock or prevent development of the remainder of the parcel or abutting property;

C. Does not create any new or residual parcels that do not comply with the requirements of this Title 15 or other applicable state or local regulations;

D. Does not require an exception or variance from any requirement of this Title 15;

E. Is not located, wholly or substantially, in a flood hazard area; and

F. The parcel was lawfully created at the time the existing property description was recorded.

Any subdivision not qualifying as a Minor Subdivision is a Major Subdivision. For the purpose of interpreting the requirements of these regulations, any proposed Minor Subdivision which is clearly intended to evade the Major Subdivision regulations or would result in a de facto Major Subdivision through the combination of previous contiguous and/or consecutive Minor Subdivisions is not eligible for Minor Subdivision. A Minor Subdivision shall only be used one time on a previously un-subdivided parcel of land.

Except as otherwise provided by these land use regulations, ~~the~~ design and development of Minor Subdivisions shall conform in every respect to the criteria and procedures of Title 15, the requirements of the Town of Parachute Public Works Improvements Manual, and any other applicable requirements of the Town of Parachute. ~~Minor subdivisions will be reviewed by the Planning Commission and the Board of Trustees in accordance with Chapter 15.05 of this Title 15. Minor subdivisions will be reviewed by the Board of Trustees as described in Chapter 15.05.~~

Section 4. Section 15.05.103.A of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.103 General Procedures.

A. Except as otherwise set forth in this Title 15, ~~land~~ use applications are reviewed by both the Town Planning Commission and the Board of Trustees. The Planning Commission reviews an application and makes a recommendation to the Board of Trustees.

Applications are reviewed by the Board of Trustees at a public hearing with adequate notice provided to property owners in the neighborhood. The applicant is responsible for providing the public notice per the provisions of Section 15.01.106. The Planning Commission will review applications at a meeting open to the public.

It is recommended that all applicants schedule a pre-application meeting to discuss the land use proposal and to learn more about the requirements of the Town of Parachute. The pre-application process is described below.

Section 5. Section 15.05.104 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.104 Pre-application Conference. The pre-application conference is an opportunity for an applicant to meet with the Town ~~Administrator~~Manager and any other Town staff or consultants directed to attend by the Town ~~Administrator~~Manager to learn more about application requirements, review standards and review procedures. The pre-application conference is required. The pre-application conference does not substitute for any of the review processes required by these Regulations. No land use application can be approved without the appropriate review by the Planning Commission, ~~and/or the Board of Trustees,~~ or as otherwise provided by this Title 15.

The applicant shall bring plans and drawings to the pre-application conference in order to adequately present the proposed land use application. Topics that may be discussed at a pre-application conference include the nature of the application, time periods of review, schedules of review meetings, and other details of the review process. The Town ~~Administrator~~Manager should also explain the intent, purpose, and relevance of any review criteria, policies, and the Parachute Plan.

Section 6. Section 15.05.201 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.201 Administrative Procedures, Purpose and Applicability. The purpose of the application review is to give the Planning Commission and the Board of Trustees an opportunity to review all relevant facts of an application in the context of the Town's review standards, policies and the Parachute Plan. For most applications, the Planning Commission

and Board of Trustees review is the only review procedure which is required. The Board may approve, approve with conditions, or deny an application. Conditions may be imposed on length of permit approval or other aspects of the activity designed to ensure compatibility with the standards of this Code and any policies or other adopted standards of the Town.

The application reviews by the Planning Commission and The Board of Trustees is the review process required of an application for a:

H. ~~Minor Subdivisions.~~

Section 7. Section 15.05.202 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.202 Application. Complete applications must be submitted to the Town Clerk at least ~~forty two (42)~~ thirty (30) calendar days prior to a regularly scheduled meeting of the Town Planning Commission or, if applicable, meeting of the Board of Trustees. The application shall include all of the items identified in Chapter 15.06 of these Regulations for the type of approval sought. Incomplete applications will not be reviewed.

Section 8. Section 15.05.203 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.203 Determination of Completeness. The Parachute Town ~~Administrator~~Manager will review the application for completeness within five (5) working days of submittal, unless extended upon notice to the applicant. If the application is determined to be complete, it will be accepted for review. If the application is incomplete, the applicant will be notified of the information needed to complete the application and the application will be withdrawn from the review process until the required information is submitted. Applications must be complete at least ~~forty two (42)~~ thirty (30) calendar days prior to a regularly scheduled meeting of the Town of Parachute Planning Commission or, if applicable, meeting of the Board of Trustees.

Section 9. Section 15.05.204 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.204 Review and Referral of the Application. The Parachute Town ~~Administrator~~Manager will review the application for completeness within five (5) working days of submittal, unless extended upon notice to the applicant. If the application is determined to be initially complete, it will be accepted for review pending a review of technical adequacy and completeness by the Town Engineer, Town Attorney or other consultants to the Town or the Town staff. If the application is incomplete, the applicant will

be notified of the information needed to complete the application and the application will be withdrawn from the review process until the required information is submitted. Applications must be complete at least ~~forty-two (42)~~ thirty (30) calendar days prior to a regularly scheduled meeting of the Town of Parachute Planning Commission or, if applicable, meeting of the Board of Trustees.

C. Inadequate, Incomplete or Incorrect Applications. The referral agencies including but not limited to the Town Attorney, the Town Engineer and other professionals retained by the Town as well as the Town staff may determine that an application contains erroneous information or is technically deficient, incomplete or does not comply with Town standards and regulations as well as any other standards and regulations of the reviewing agencies and all applicable federal, State or local regulation and laws. Incomplete, inadequate or incorrect applications will be withdrawn from the review process and will not be rescheduled for review until the inadequate, incomplete or incorrect application is corrected or required additional information is submitted. Revised applications must be completed or corrected at least ~~forty-two (42)~~ thirty (30) calendar days prior to a regularly scheduled meeting of the Town of Parachute Planning Commission or, if applicable, meeting of the Board of Trustees.

Section 10. Section 15.05.205 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.205 Planning Commission Review. The Town Planning Commission will review the application at its next regularly scheduled meeting date at least ~~forty-two (42)~~ thirty (30) calendar days after the submittal of a complete application. The Planning Commission will conduct a public meeting to review the application.

Section 5. Section 15.05.206.C of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.206 Review Criteria and Planning Commission Recommendation.

C. Record of Planning Commission Proceedings. The Planning Commission shall maintain a record of its proceedings in the form of minutes or a written resolution. The record shall include comments of the reviewing agencies and other interested parties as well as the recommendations of the Planning Commission. A written copy of the minutes or resolution will be made available to any interested party within ~~fifteen (15)~~ seven (7) working days of the conclusion of the public meeting.

Section 11. Section 15.05.208 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.05.208 Board of Trustees Review and Decision.

A. General. Not less than ~~fifteen (15)~~ seven (7) or more than ~~forty-five (45)~~ thirty (30) calendar days after the receipt of the Planning Commission recommendation, the Board of Trustees shall conduct a public hearing to consider the application. The Board of Trustees will consider all the evidence presented by the applicant and other interested parties, the recommendation of the Parachute Planning Commission, comments of review agencies, recommendations of the Town ~~Administrator~~ Manager, and comments from the public. The Board may, in its sole discretion, continue the public hearing to another regularly scheduled Board meeting date for the purpose of receiving additional information or public input before making a decision. In no event shall the public hearing be continued for more than ninety (90) calendar days beyond the date of the initial public hearing. The applicant or any other interested party may request a continuation of the public hearing for good cause shown, satisfactory to the Board. The Board of Trustees shall by a majority vote of the members present approve, approve with conditions or disapprove the application.

Section 12. Section 15.05.212 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language~~ deleted:

15.05.212 Delegated Administrative Decision.

A. Review Procedures. The Town ~~Administrator~~ Manager will review complete applications for boundary line adjustments, minor subdivisions, and other applications over which the Town Manager has discretion to review and render a decision to approve, approve with conditions, or deny the application within ~~forty-five (45)~~ thirty (30) calendar days of receipt of a complete application and satisfaction of notice requirements under Section 15.01.106 and 15.05.213. Alternatively, the Town ~~Administrator~~ Manager may, on a case-by-case basis, refer the application to the Planning Commission and or, as applicable, the Board of Trustees for review and decision under the provisions of Section 15.05.201(M).

B. Review Criteria. The Town ~~Administrator~~ Manager shall consider all the evidence presented by the applicant and other interested parties, comments of review agencies, recommendations of the Town Engineer, staff and consultants and comments from the public. At a minimum, the Town ~~Administrator~~ Manager shall also consider the following criteria:

1. Conformance of the proposal with the Town of Parachute Municipal Code;
2. The compatibility of the proposal with the character of the surrounding area including, but not limited to the architectural character of the neighborhood;
3. The desirability for the proposed use in the specific area of the Town;
4. The potential for adverse environmental effects that might result from the proposed use;

5. Compatibility of the proposed use and the site plan with the Parachute Plan;

6. Conformance of any minor subdivision and/or boundary line adjustment with the requirements of the Town of Parachute Public Works Improvements Manual;

7. Verification that the minor subdivision and/or boundary line adjustment will not result in a nonconforming lot or any other deviation from Town zoning and land use requirements.

8. Verification that the minor subdivision will conform to the requirements of Article 4: Subdivision of this Title 15.

Section 13. Chapter 15.05 of the Parachute Municipal Code is hereby amended through the addition of a new Section 15.05.213 as follows:

15.04.213 Minor Subdivision Review Process.

A. Simplified Review. Eligible minor subdivisions involve a simplified review and approval process in conformance with Section 15.05.212, allowing for administrative approval of a final plat showing the layout of lots, access, recreation area and easements. Any proposed improvements shall conform to the Town of Parachute Public Works Improvement Standards.

It is recommended that any person seeking approval of a minor subdivision first schedule a pre-application meeting with Town Manager, and any other Town staff or consultants directed to attend by the Town Manager, and pursuant to Section 15.05.104, for a review of the process, eligibility, applicable requirements, standards and to obtain the application forms and checklists.

The applicant shall submit all required materials specified in Section 15.06.100 through 15.06.103 and Section 15.06.208, review fee and a paper copy of the final plat to the Clerk, and use the submittal checklist to ensure completeness.

B. Review Procedure. In addition to Section 15.05.212, the following regulations and procedure shall apply to the review of minor subdivisions. After an application is submitted, a determination of completeness shall be made in conformance with Section 15.05.203. Any identified deficiencies shall be remedied before the application can be deemed complete. When an application is accepted as complete, the application may be sent to referral agencies in conformance with Section 15.05.204 for review of technical adequacy and completeness.

The applicant shall be notified of any deficiencies which shall be remedied within ten

(10) working days of the notice of deficiency in order to avoid expiration of the application submittal. The Planner may approve the application only if it meets all applicable standards and requirements.

Upon determination of a complete application, an applicant shall be required to give notice to the parties identified in Section 15.01.106 and in the manner identified in Section 15.01.106. Administrative action to approve an application shall occur not less than thirty (30) days following providing notice under Section 15.01.106.

If the application is approved, the applicant must record the minor subdivision final plat in conformance with Section 15.05.211 with the Garfield County Clerk and Recorder within thirty (30) days after the approval date and deliver a copy of the recorded Mylar Minor Subdivision Final Plat to the Town Clerk; otherwise, the approval expires.

Recordation of an approved record plat legally establishes the lots, dedications and obligations shown on the plat and authorizes sale of lots and the submittal of applications for permits necessary to develop the lots.

If the application is denied, the applicant may appeal the denial to the Parachute Board of Trustees, provided the appeal is made within thirty (30) days after the administrative decision.

C. Appeal of Administrative Denial of Minor Subdivision. Within thirty (30) days after an administrative denial of a minor subdivision, the owner/applicant and/or representative shall submit a written request appealing the administrative denial and requesting review of the denial before the Board of Trustees at the next available regular meeting.

The applicant's written appeal shall set forth in clear and concise language the basis of appeal of the decision and demonstrating that the denial was not based upon the requirements of this section or otherwise was inconsistent with these regulations.

If the appeal is upheld, the Board of Trustees shall set forth in the record the basis of approval and list any conditions of approval for the minor subdivision. If the Board of Trustees concurs with the administrative denial, the Trustees shall so state their agreement in the record.

D. Referral to Board of Trustees. Pursuant to Section 15.05.212, the Town Manager, in his sole discretion, may, on a case-by-case basis, refer the application for minor subdivision to the Board of Trustees for review and decision as set forth in this Chapter 15. In addition, an application for minor subdivision shall be referred to the Board of Trustees upon the submission of a written request for referral from a person receiving notice of the application under Section 15.01.106. Written requests for referral shall state a basis for the need of such referral and shall be submitted to the Town within thirty (30) days of determination of completeness and receipt of notice under Section 15.01.106, whichever is

period is longer.

Section 14. Section 15.06.208 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language~~ deleted:

15.06.208 Final Subdivision Plan. In addition to the common submittal requirements of Section 15.06.102, all applications for approval of a final subdivision plan shall include the following information.

The number of copies of the required application information will be determined on a case by case basis. The applicant shall be required to submit all copies specified by the Town ~~Administrator~~Manager or by another Town official designated by the Town ~~Administrator~~Manager. Subdivision plats, engineering plans and any other technical information specified by the Town Engineer shall also be submitted in *AutoCad* computer file format.

A. Final Subdivision Plat.

11. Minor subdivision plats shall contain: (a) addresses for each resulting parcel; and (b) a plat note stating “No Parcel, Lot, Tract or subdivision of land created by a minor subdivision shall be further subdivided or re-subdivided through the Minor Subdivision process.”

Section 15. Title 15 of the Parachute Municipal Code shall hereby be amended to replace references to the “Town Administrator” with “Town Manager,” which is the title contained in the Town Charter.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado at its regular meeting held on the _____ day of _____ 2015.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By: _____
Roy McClung, Mayor

ATTEST:

Denise Chiaretta, Town Clerk

PUBLIC NOTICE

Public notice is hereby given that an Ordinance entitled:

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO,
AMENDING TITLE 15 OF THE PARACHUTE MUNICIPAL CODE
REGARDING MINOR SUBDIVISIONS AND LAND USE
APPLICATION TIMELINES.**

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

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

Dated this _____ day of _____ 2015.

TOWN OF PARACHUTE

Denise Chiaretta, Town Clerk

**AGREEMENT BETWEEN THE TOWN OF PARACHUTE
AND RESOURCE ENGINEERING INC.
TO PROVIDE PROFESSIONAL SERVICES FOR CIVIL ENGINEERING, WATER
RIGHTS, WATER RESOURCE MANAGEMENT, WATER SUPPLY PLANNING, AND
REGULATORY REVIEW**

DATE: August 21, 2015

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

RESOURCE ENGINEERING INC., a corporation, 909 Colorado Avenue, Glenwood Springs, CO 81601 (Consultant).

RECITALS:

Town wishes to engage Consultant to provide civil engineering, water rights, water resource management, water supply planning, and regulatory review services as needed and as further set forth in the Scope of Services (which services are hereinafter referred to as the "Services").

TERMS:

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

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

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

Section 4. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to

be given at the address set forth on the first page of this Agreement, or at such other address as has been previously furnished in writing to the other party or parties. Such notice shall be deemed given when deposited in the United States mail.

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

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

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

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

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

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

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

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

Section 13. Indemnification. Consultant expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this

Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

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

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

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

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

- e. If the policy is a claims made policy, the Consultant agrees to renew such policy for at least two years after the expiration of this Agreement.
- f. If the policy is a claims made policy, the retroactive date of any renewal of such policy shall be not later than the date this Agreement is signed by the parties hereto.
- g. If Consultant purchases a subsequent claims made policy in place of any prior policy, the retroactive date of such subsequent policy shall be no later than the date the Agreement is signed by the parties hereto.

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

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

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

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

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

Section 19. Prohibition Against Hiring Illegal Aliens. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this contract. Consultant shall not enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Consultant will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Consultant is prohibited from using the E-verify program

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

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

- a. Notify the subcontractor and the Town within three days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

TOWN OF PARACHUTE

Roy B. McClung, Mayor

ATTEST:

S. Denise Chiaretta, Town Clerk

CONSULTANT:

By: _____
as _____

STATE OF)
) ss.
COUNTY OF)

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

Witness my official hand and seal.

My commission expires: _____.

(S E A L)

Notary Public

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

The undersigned hereby certifies as follows:

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

Consultant:

By _____ as _____ of _____.

Signature

Date

Exhibit "A"

Scope of Work

Civil engineering, water rights, water resource management, water supply planning, and regulatory review

RESOURCE ENGINEERING, INC.
PROFESSIONAL FEE SCHEDULE 2015
EFFECTIVE 01/01/2015

POSITION HOURLY RATE

Hydrologist Series I	\$ 163.00
Hydrologist Series II	143.00
Hydrologist Series III	109.00
Professional Engineer - Series I	158.00
Professional Engineer - Series II	143.00
Professional Engineer - Series III	126.00
Computer Programmer	106.00
Engineering Technician - Series I	90.00
Engineering Technician - Series II	63.00
Secretary	58.00
Expert Testimony	305.00

EXPENSES RATE

CAD System	\$50/hour
Mileage - 2 Wheel Current IRS rate as may be amended	\$0.575/mile
4 Wheel	\$0.80/mile
Copies	\$0.22/copy
GPS System	\$50/day
Water Quality Equipment	\$25/day
Streamflow Measurement Equipment	\$50/day

OTHER EXPENSES ARE BILLED AT RESOURCE ENGINEERING'S ACTUAL COSTS PLUS 5%

TERMS OF PAYMENT

All accounts will be billed on a monthly basis and payment is due thirty days after date of bill. Overdue accounts will be assessed interest at a rate of 1.5% per month (18 A.P.R.).

**TOWN OF PARACHUTE
ORDINANCE NO. 686**

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ADOPTING A NEW CHAPTER 6.12 TO TITLE 6 OF THE PARACHUTE MUNICIPAL CODE TO GOVERN THE LICENSING, ADMINISTRATION, AND REGULATION OF ALCOHOL AND LIQUOR RELATED BUSINESSES.

WHEREAS, the Town of Parachute (the “Town”) is authorized to license, administer, and regulate the retail sale of fermented malt beverages, and of malt, spirituous, or vinous liquors (collectively “Liquor”) pursuant to Title 12, Articles 46, 47, and 48 of the Colorado Revised Statutes;

WHEREAS, Title 6 of the Parachute Municipal Code (the “Code”) provides for the regulation and licensing of businesses within the Town;

WHEREAS, the Town has and continues to license, administer, and regulate Liquor related businesses pursuant to Colorado State laws, regulations, and rules;

WHEREAS, the Town has not previously adopted local ordinances, rules, and regulations necessary for the orderly licensing, administration, and regulation of the sale of Liquor;

WHEREAS, the Board of Trustees (the “Trustees”) find that the adoption of comprehensive ordinances concerning Liquor related businesses will promote the public peace, health, safety, and welfare; and

WHEREAS, the Trustees wish to adopt and maintain local ordinances for the licensing, administration, and regulation of Liquor related businesses within the Town, to the full extent of control and authority permissible under Colorado law.

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

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

Section 2. Title 6 of the Parachute Municipal Code is hereby amended through the adoption of a new Chapter 6.12 as set forth in the attached EXHIBIT A.

**INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY
TITLE ONLY** by a vote of _____ to _____ of the Board of Trustees of the Town of
Parachute, Colorado at its regular meeting held on the _____ day of _____ 2015.

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

By: _____
Roy McClung, Mayor

ATTEST:

Denise Chiaretta, Town Clerk

PUBLIC NOTICE

Public notice is hereby given that an Ordinance entitled:

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ADOPTING A NEW CHAPTER 6.12 TO TITLE 6 OF THE PARACHUTE MUNICIPAL CODE TO GOVERN THE LICENSING, ADMINISTRATION, AND REGULATION OF ALCOHOL AND LIQUOR RELATED BUSINESSES

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

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

Dated this ____ day of _____ 2015.

TOWN OF PARACHUTE

Denise Chiaretta, Town Clerk

EXHIBIT A

CHAPTER 6.12

Liquor Code

Sections:

- 6.12.010 State Law Applicable
- 6.12.020 Definitions
- 6.12.030 Designation of Liquor Licensing Authority and Duties of Town Clerk
- 6.12.040 Filing of Applications
- 6.12.050 License Related Application Procedures; Hearings
- 6.12.060 License Renewals; Hearing
- 6.12.070 Change of Location; Hearing
- 6.12.080 Change of Ownership; Hearing
- 6.12.090 Temporary Licenses
- 6.12.100 Suspension and Revocation of Licenses; Hearings
- 6.12.110 Penalty Guidelines
- 6.12.120 Effect of Suspended License
- 6.12.130 Optional Premises License
- 6.12.140 Special Event Permit Application Procedures; Criteria
- 6.12.150 Alcohol Beverage Tastings Authorized
- 6.12.160 Issuance of Licenses
- 6.12.170 Application Fees
- 6.12.180 Appeals; Cost of Transcript
- 6.12.190 Education Requirements for Licensees
- 6.12.200 Licensee to Report Disorderly Conduct
- 6.12.210 Lighting in Licensed Premises
- 6.12.220 Licensed Premises to be Open for Inspection
- 6.12.230 License Requirements
- 6.12.240 Character and Reputation Requirements

6.12.010 State Law Applicable. Title 12, Articles 46, 47 and 48, C.R.S., and the Rules and Regulations of the Executive Director of the Colorado Department of Revenue, as the State Licensing Authority, with all subsequent supplements thereto, are adopted by the town. A copy of these provisions is on file with the town clerk and is available for inspection. The above-cited provisions are also available on the internet through the Colorado Department of Revenue website. The above statute and regulations are incorporated and adopted as fully as if set out at length in this chapter, except as otherwise provided in this chapter.

6.12.020 Definitions. When used in this Chapter, the following definitions apply unless the context otherwise requires. All other words and phrases used in this chapter shall have the meanings attached by the state statutes regulating the sale of liquor and fermented malt beverages, or if not otherwise defined by law, are used in their common, ordinary and accepted sense and meaning.

- A. "Applicant" means and includes:

1. If an individual, that person making an application for a license or special event permit under this chapter;

2. If a partnership, all the partners of the partnership which are making application for a license or special event permit under this chapter;

3. If a corporation, any officer, director, manager or stockholder therein; or

4. If a limited liability company, any member therein.

B. "Hearing officer" means the individual, licensed to practice law in Colorado, appointed by the town board, to carry out the duties as required under this chapter and other rules, regulations, policies and procedures as may be established.

C. "Land used for school purposes" means any land owned by the school district, the state or a private educational institution, and used for the purpose of carrying out the academic, athletic or other programs of the school, college or university, but does not include vacant land owned by such entity or land used solely for maintenance or storage purposes where no student activities are conducted.

D. "License" means a grant of a license to dispense or sell fermented malt beverages or malt, vinous or spirituous liquors pursuant to Sections 12-46-101 et seq., 12-47-101 et seq., or 1 C.C.R. § 203-2. License shall not refer to a "special event permit."

E. "Licensee" means a natural, legal person selling malt, vinous and spirituous beverages pursuant to and authorized by a license issued pursuant to Sections 12-46-101 et seq., 12-47-101 et seq., or 1 C.C.R. § 203-2 by the town and/or the state.

F. "Liquor licensing authority" means the town board or a hearing officer appointed by town board by resolution.

G. "Manager" or "owner/operator" means any person who manages or is the owner/operator preparing, serving, selling or otherwise providing alcoholic beverages pursuant to licenses issued therefor. The manager or owner/operator shall not include persons who sell, serve or dispense alcoholic beverages in the capacity of volunteer, or persons employed as clerks or checkout persons in an establishment licensed as a retail liquor store.

H. "Permittee" means a legal person selling fermented malt beverages or malt, spirituous, or vinous liquors pursuant to and authorized by a special event permit issued pursuant to Section 12-48-101 et seq., C.R.S.

I. "Person" means and includes a natural person, partnership, association, company, corporation, limited liability company, organization or manager, agent, servant, officer or employee of any of them.

J. "Personal identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, Social Security number, date of birth, government issued driver's license or identification number, alien registration number, government passport

number, employer or taxpayer identification number, unique electronic identification number, or routing code.

K. "Server" means any person who is employed by a licensee or permittee to prepare, serve, sell or otherwise provide alcoholic beverages pursuant to the licensee's license. Server shall not include persons who sell, serve or dispense alcoholic beverages in the capacity of volunteer, or persons employed as clerks or checkout persons in an establishment licensed as a retail liquor store or 3.2 beer retail store.

L. "Special event permit" means the permit for sale of fermented malt beverages and malt, spirituous, or vinous liquors issued pursuant to Article 48 of Title 12, C.R.S.

M. "Special events permits statute" means Section 12-48-101 et seq., C.R.S.

N. "Tastings" means the sampling of malt, vinous, or spirituous liquors that may occur on the premises of a retail liquor establishment licensee by adult patrons of the licensee pursuant to the provisions of C.R.S. Section 12-47-301(10).

6.12.030 Designation of Liquor Licensing Authority and Duties of Town Clerk. The town clerk shall assist the liquor licensing authority by receiving all applications, coordinating with other town officers and departments when relevant, scheduling and noticing required public hearings and exercising his or her discretion in forwarding applications for renewals, change of ownership, special event permits, change of manager notices and temporary licenses/permits to the liquor licensing authority. The town clerk shall serve as the official secretary of the authority and shall designate a person or persons to provide the necessary secretarial and reporting services for the authority. The town clerk or his or her designee shall attend the meetings of the authority.

6.12.040 Filing of Applications.

A. All applications for liquor and fermented malt beverage licenses, including new, renewal, temporary, change of location or change of ownership licenses, as well as modification of premises, temporary and special event permits shall be filed with the town clerk. All applications shall be made under oath on forms provided by the town.

B. Except as to an application for a special event permit, which are addressed in Section 6.12.130, the following information shall be filed with the town for all applications:

1. A completed state license application form. Incomplete application forms will be rejected.

2. A completed local license application form. Incomplete application forms will be rejected.

3. If the applicant is a corporation, copies of the articles of incorporation, proof of current good standing with the secretary of state, certificate of incorporation and corporate minutes showing current officers, directors and shareholders. In the case of a foreign corporation, the applicant shall also provide the name and address of the registered agent and proof of authority to transact business in the state. If the applicant is a limited liability company, copies of the articles of organization and operating agreement, and a list

of managers and members. If the applicant is a partnership, a copy of the partnership agreement.

4. A description of the kind of business and the nature of the proposed establishment.

5. The name and address of the person who will manage and operate the establishment after the license has been issued, a copy of the management agreement, if any, and the names of other liquor or fermented malt beverage establishments managed by that person.

6. Evidence showing that the proposed location will not violate any town zoning laws.

7. Evidence showing all financial interests in the proposed license, including but not limited to copies of documents governing the contract for purchase, promissory notes, shares of stock, mortgages, leases, insurance binders, recorded and unrecorded security interests and assignments of any of the above.

6.12.050 License Related Application Procedures; Hearings.

A. Upon receipt of a complete application for a new license and/or a change of location of a license, the town clerk shall notify the liquor licensing authority of the application at a regularly scheduled meeting within the next thirty days, set a hearing date not less than thirty days from the date of the application and provide notice of the hearing pursuant to Section 12-47-311, C.R.S. The application form shall be accompanied by an application fee, and successful applicants shall be subject to license fees as established by resolution.

B. Preliminary investigation; findings.

1. Prior to the date set for hearing, the town clerk shall, on behalf of the liquor licensing authority, investigate the following matters:

a. Whether any of the prohibitions contained in Section 12-46-104 or 12-47-313, C.R.S., apply to the applicant.

b. The number and type of outlets of a nature similar to the applicant's within one mile in any direction of the proposed location.

2. The chief of police shall, on behalf of the liquor licensing authority, investigate the following matters:

a. All pertinent matters affecting the qualifications of the applicant for the conduct of the type of business proposed.

b. Any financial interests, including notes, mortgages, leases, etc., in other licenses.

c. The applicant's criminal records, if any, including all partners, principals or stockholders holding over ten percent of the outstanding and issued stock.

d. Good moral character and reputation of the applicant or person employing, assisting, or financing the applicant, as set forth in Sections 12-47-307 and 24-5-101, C.R.S.

e. Other matters as the liquor licensing authority shall direct.

3. A written report setting out the results of the investigations performed by the town clerk and the chief of police shall be prepared and mailed by certified mail, return receipt requested, by the town clerk to the applicant and, upon request, to other parties in interest, as defined by Section 12-47-311(5)(b), C.R.S., not less than five days prior to the date of the hearing upon the application. The original report shall be filed as a public record in the town clerk's office, with all personal identifying information redacted.

C. Petitions, reports, and statements prior to hearing.

1. Petitions may be circulated by the applicant or any person opposing or supporting the issuance of the license. Each person signing a petition may sign only his or her own name and his or her address. The date when the signature is affixed to the petition shall be put on the petition by the party signing the same. No person may sign more than one petition.

2. All other petitions, remonstrances, surveys or statements in writing offered by the proponents, opponents or others interested in any application for a licensed outlet shall be filed in the office of the town clerk no less than ten days before the day on which the hearing upon the application is held before the liquor licensing authority. All notices of such hearings shall contain a statement that said petitions, remonstrances, surveys and statements in writing should be filed no less than ten days before the hearing.

D. Public hearing notice.

1. In addition to following the posting and publication requirements included in the Colorado beer and liquor codes, the town will, no later than ten days before hearing, make all reasonable attempts to mail a courtesy notice of any public hearing at which a new or change of location application is to be considered to those property owners within five hundred feet, generally, of the proposed site.

2. The information typically provided in the courtesy letter shall contain the same information as that required for the sign and publication and a statement that additional information about the application is available at the town clerk's office.

3. Failure of the town to provide all forms of public notice as provided herein shall not affect the validity of any hearing or determination by the liquor licensing authority.

E. Public hearing.

1. The licensing authority may promulgate rules of procedure for the conduct of all hearings on applications for licenses or for revocation or suspension of licenses.

2. On the date scheduled, a public hearing shall be held on the application. The hearing may be continued from time to time, not to exceed thirty days, upon the request of any party in interest, as defined by Section 12-47-311(5)(b), C.R.S., or upon motion of the liquor licensing authority.

3. All hearings before the liquor licensing authority shall be public and shall be conducted in accordance with this chapter and so as to ascertain facts affecting the substantial rights of the parties to the proceedings. The conduct of the hearing and the information to be presented shall be as set forth in Sections 12-47-311 and 12-47-312, C.R.S. The liquor licensing authority shall consider the information contained in the report of the investigations of the town clerk and the chief of police. Evidence and requirements of proof shall conform, to the extent practicable, with those in civil nonjury cases in the district courts; however, evidence not admissible under such rules will be admitted if such evidence possesses significant probative value.

4. Applicants or parties in interest, as defined in Section 12-47-311(5)(b), C.R.S., may appear in person or be represented by counsel.

5. The liquor licensing authority shall consider all evidence presented relating to the following standards:

a. The character, record, or reputation of the applicant as set forth in Section 12-47-307, C.R.S.

b. The neighborhood surrounding the proposed establishment and the existing licensed premises located in or near the neighborhood under consideration.

c. The reasonable requirements of the neighborhood and the desires of the adult inhabitants for the type or class of license for which application has been made.

d. The financial resources of the application for the acquisition and outfitting of the establishment sought to be licensed.

e. Any pertinent matters affecting the qualifications of the applicant for the conduct and the type of business proposed.

f. Evidence which would indicate that the building or location proposed for the operation of the license is not suited for the intended purpose.

6. The applicant and a party in interest, as defined in Section 12-47-311(5)(b), C.R.S., may introduce evidence at the public hearing on the matters set forth above.

7. All testimony given at a public hearing shall be sworn. The town clerk or other hearing officer shall have the power to administer oaths and issue subpoenas on behalf of the liquor licensing authority. A subpoena shall be served in the same manner as a subpoena issued by the district court of the state. Upon failure of any witness to comply

with such subpoena, the town attorney shall, at the direction of the liquor licensing authority, petition the municipal court setting forth that due notice has been given of the time and place of attendance of the witness and the service of the subpoena. The court, after hearing evidence in support of or contrary to the petition, shall enter its order compelling the witness to attend and testify or produce books, records or other evidence under penalty of punishment for contempt in case of willful failure to comply with such order of the court.

8. Any attorney at law who appears before the licensing authority at any hearing shall be required to state the names and addresses of all persons whom he or she has been authorized to represent at the hearing.

F. Decision by liquor licensing authority.

1. At the conclusion of the presentation of all the evidence, the liquor licensing authority shall enter its decision granting or denying the license, or it may take the application under advisement for a maximum of thirty days, during which time it shall consider all the evidence. For purposes of this section, good cause for refusing or denying an initial license application shall be as defined in Section 12-47-103(9), C.R.S., in effect or as hereafter amended.

2. When the decision is made, the motion shall contain such findings of facts and conclusions of law as are relevant and necessary to support the decision. As appropriate for the type of license under consideration, the motion should specifically describe the neighborhood under consideration, the needs of the neighborhood for the outlet, the desires of the adult inhabitants and the qualifications of the applicant. The motion may be made orally or in writing. Upon making of the motion and the reasons therefor, a vote shall be taken and entered into the minutes of the liquor licensing authority.

6.12.060 License Renewals; Hearing.

A. All applications for renewal of fermented malt beverage, malt, vinous and spirituous liquor licenses shall be on forms provided by the state licensing authority and the liquor licensing authority, and must be submitted to the town clerk not less than forty-five days prior to the license expiration date, together with the required renewal application fee, as established by the town.

B. Upon receiving the renewal application, the town clerk shall assemble the applicant's file containing reports from staff regarding the applicant or the premises for the preceding year. Unless there is evidence to the contrary in the applicant's file or otherwise, it will be presumed that the occupied premises are in compliance with the provisions of state statutes and town regulations, and that the character of the applicant continues to be satisfactory. If these presumptions apply, the application for renewal shall be recommended for approval by the town clerk and set for liquor licensing authority consent at the next town board meeting. All successful applicants shall be subject to license fees as referenced in Section 6.12.160 of this chapter and established by resolution.

C. If there is evidence to rebut the presumptions in subsection B above which otherwise arise, the town clerk shall immediately notify the licensee in writing of the objections to

the renewal application and set a public hearing date to be held not less than ten nor more than thirty days after the date of such notice. The written notice shall be mailed by certified mail to the applicant, shall state generally the grounds for staff's recommendation of nonrenewal, and shall provide the date, time and place of the hearing to show cause for nonrenewal. Notice of the hearing must also be conspicuously posted on the premises for a period of ten days prior to the hearing. The hearing shall be conducted in the same manner as provided for hearings on revocation or suspension of the type of license involved.

6.12.070 Change of Location; Hearing.

A. To request a change of location of premises under an existing license, the licensee shall submit an application to the town clerk on forms provided by the state licensing authority and the liquor licensing authority. An application fee, as referenced in Section 6.12.160 and established by resolution, shall accompany the application.

B. All applications for a change of location of premises under an existing license shall be subject to Section 6.12.050 above, except that the character of the applicant shall not be considered.

C. The scheduling and notice of the hearing on a change of location shall be as provided in Section 12-47-311, C.R.S.

6.12.080 Change of Ownership; Hearing.

A. All applicants for the issuance of a license by reason of transfer of ownership of the business, or of possession of the licensed premises, shall file with the town clerk an application on forms provided by the state licensing authority and the liquor licensing authority. The application form shall be accompanied by an application fee, and successful applicants shall be subject to license fees as established by resolution.

B. The chief of police shall conduct an investigation of the character of the applicant, pursuant to the process set forth in Section 6.12.050 B 2 above.

C. If the town clerk recommends approval of the change of ownership after the investigation, no hearing is necessary, and the change of ownership shall be scheduled for liquor licensing authority consent within thirty days.

D. If the town clerk does not recommend approval of the change of ownership after the investigation, the liquor licensing authority shall schedule a public hearing and provide notice pursuant to Section 12-47-311, C.R.S. The liquor licensing authority shall hold a public hearing in accordance with Section 6.12.100 below, and it shall consider only the character of the applicant. The applicant shall be required to submit information concerning good moral character, the applicant's ability to conduct the business according to law and the applicant's source of funding.

E. Pending approval by the liquor licensing authority of a change in ownership, a temporary permit may be issued upon application, pursuant to Section 12-47-303, C.R.S.

6.12.090 Temporary licenses. A licensee who allows a liquor license to expire can obtain a temporary license pursuant to the terms of Section 12-47-303, C.R.S. The application

form shall be accompanied by an application fee, and successful applicants shall be subject to license fees, as referenced in Section 6.12.160 of this chapter and established by resolution. The liquor licensing authority shall have the authority to issue temporary licenses only to the extent set forth in Section 12-47-303, C.R.S. If a temporary license is issued to an applicant, such temporary license shall contain the name of the licensee, the address of the licensed premises and the date of issuance, and it shall be posted conspicuously on the licensed premises.

6.12.100 Suspension and Revocation of Licenses; Hearings.

A. Proceedings for suspension or revocation of a liquor license shall be commenced in either of the following manners: (1) upon the filing of a complaint with the liquor licensing authority by a third party which is supported by probable cause; or (2) upon the request of the chief of police or town clerk based on a determination that there is probable cause to believe a violation has occurred or is occurring after a full investigation. The liquor licensing authority shall set a time and place for a hearing on the matter, and the town clerk shall give the licensee timely written notice of the date, time and place of the hearing. The notice shall describe generally the alleged violations and the grounds showing probable cause for suspension or revocation of a license. The notice shall be served on the licensee by certified mail to the last address furnished to the town at least forty-eight hours prior to the hearing.

B. The liquor licensing authority or a hearing officer appointed by the liquor licensing authority shall conduct the hearing. The hearing officer may be designated by the town board.

C. The liquor licensing authority, the town clerk, and the hearing officer shall have the power to administer oaths, issue subpoenas and, when necessary, grant continuances.

D. In all such hearings, the town attorney shall act on behalf of and advise the liquor licensing authority. The liquor licensing authority shall appoint special counsel to conduct an investigation and prosecute the licensee on behalf of the town.

E. All hearings before the liquor licensing authority or the hearing officer shall be conducted in accordance with the procedures adopted by the liquor license authority.

F. If the liquor licensing authority conducts a hearing, it shall render a decision that shall contain such findings of facts and conclusions of law as are relevant and necessary to support the decision under this Code. If the hearing is held before a hearing officer, the hearing officer shall make a recommendation in writing to the liquor licensing authority within thirty days after the close of the hearing. The written recommendation shall contain findings of fact and conclusions of law based on the evidence presented at the hearing. A copy of this summary and recommendation shall be transmitted to the licensee. At the next regular board meeting following the submission of the hearing officer's recommendation, the liquor licensing authority shall consider the same. In its discretion, the liquor licensing authority may reject the hearing officer's recommendation, refer the matter back for further proceedings, adopt the recommendation or order a new hearing, either before the original hearing officer or before the entire liquor licensing authority or a committee or member thereof.

G. The liquor licensing authority may suspend any license for a period up to six months, following the guidelines below, or revoke a license permanently, based on evidence of good cause presented at the hearing.

H. In the event of revocation, suspension or cessation of business, no portion of the license fee or occupation tax shall be refunded.

I. The licensee shall have the right to appeal or seek judicial review of a decision of the liquor licensing authority as provided in the Colorado Rules of Civil Procedure.

6.12.110 Penalty Guidelines. Violations of any provisions of this chapter shall result in penalties according to the generally accepted and practiced state penalty guidelines provided below. Nothing in the following guidelines is meant to restrict the local licensing authority from issuing a lesser penalty, a higher penalty, or additional penalties as allowed by this Code or state law, up to and including suspension or revocation of a liquor license or the imposition of a fine in lieu of suspension as provided under the provisions of Section 12-47-601, C.R.S and/or Section 6.12.120 of this Code. For the second incident in one year, any days held in abeyance will be automatically imposed from the first incident in addition to any other suspension imposed by the liquor licensing authority.

Code Violation	Suspension
<i>Sale to Minor:</i>	
First Incident	
One Charge	Fifteen days total, five served and ten held in abeyance for a period of one year from date of hearing, pending no further violations.
Two Charges	Thirty days total, ten served and twenty held in abeyance for a period of one year from date of hearing, pending no further violations.
Three + Charges	Forty-five days total, fifteen served and thirty held in abeyance for a period of one year from date of hearing, pending no further violations.
<i>Purchase of Liquor from Someone Other Than a Wholesaler</i>	
First Incident	

One Charge	Ten days total, three served and seven held in abeyance for a period of one year from date of hearing, pending no further violations.
Two Charges	Ten days total, five served and five held in abeyance for a period of one year from date of hearing, pending no further violations.
<i>Sale to Intoxicated Patron:</i>	
First Incident	
One Charge	Fifteen days total, five served and ten held in abeyance for a period of one year from date of hearing, pending no further violations.
Two Charges	Thirty days total, ten served and twenty held in abeyance for a period of one year from date of hearing, pending no further violations.
Three + Charges	Forty-five days total, fifteen served and thirty held in abeyance for a period of one year from date of hearing, pending no further violations.
<i>Failure to Meet Food Requirement (H & R/Brew Pubs):</i>	
First Incident	Fifteen days total, five served and ten held in abeyance for a period of one year from date of hearing, pending no further violations, with thirty days to comply.
<i>Permitting Illegal Gambling:</i>	
First Incident	Ten days total, three served and seven held in abeyance for a period of one year from date of hearing, pending no further violations.
Second Incident	Forty-five days total, fifteen served and thirty held in abeyance for a period of one year from date of hearing, pending no further violations.

Third Incident	Days held in abeyance automatically imposed from first incident, plus additional suspension as stated in first incident above.
<i>Failure to Maintain Adequate Books/Records:</i>	
First Incident	Fifteen days total, five served and ten held in abeyance for a period of one year from date of hearing, pending no further violations.
Second Incident	Thirty days total, ten served and twenty held in abeyance for a period of one year from date of hearing, pending no further violations.
<i>Sale After Legal Hours:</i>	
First Incident	Ten days total, three served and seven held in abeyance for a period of one year from date of hearing, pending no further violations.
Second Incident	Thirty days total, ten served and twenty held in abeyance for a period of one year from date of hearing, pending no further violations.
<i>Permitting or Not Reporting Disturbances:</i>	
First Incident	Thirty days total, ten served and twenty held in abeyance for a period of one year from date of hearing, pending no further violations.
Second Incident	Days held in abeyance automatically imposed from first incident, plus additional suspension as stated in first incident above.
<i>Violations on Follow-up Inspections:</i>	
For each incident	Three days total, one served and two held in abeyance for a period of one year from date of hearing, pending no further violations.

<i>Failure to Report Manager, Corporate, Financial Change:</i>	
First Incident	Five days total, all five held in abeyance for a period of one year from date of hearing, pending no further violations.
Second Incident	Ten days total, three served and seven held in abeyance for a period of one year from date of hearing, pending no further violations.
<i>Underage Employee Selling or Serving:</i>	
First Incident	
One Charge	Seven days total, two served and five held in abeyance for a period of one year from date of hearing, pending no further violations.
Two Charges	Fourteen days total, four served and ten held in abeyance for a period of one year from date of hearing, pending no further violations.
Three Charges	Thirty days total, ten served and twenty held in abeyance for a period of one year from date of hearing, pending no further violations.
<i>Altered Liquor:</i>	
One Charge	Fifteen days total, five served and ten held in abeyance for a period of one year from date of hearing, pending no further violations.

6.12.120 Effect of License Suspension.

A. Petition for fine. When a decision of the town to suspend a retail liquor license for fourteen days or less becomes final, whether by failure of the licensee to appeal the decision or by exhaustion of all appeals and judicial review, before the operative date of suspension the licensee may petition for permission to pay a fine in lieu of suspension for all or part of the suspension period. Upon receipt of such petition, the town may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if it is satisfied:

1. That the public welfare and morals would not be impaired by permitting the retail licensee to operate during the period set for suspension and that the payment of a fine will achieve the desired disciplinary purposes;

2. That the books and records of the retail licensee are kept in such a manner that the loss of sales of alcoholic beverages which the retail licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy therefrom; and

3. That the retail licensee has not had its license suspended or revoked, nor had any suspension stayed by payment of a fine during the two years immediately preceding the date of the motion or complaint which has resulted in a final decision to suspend the retail license.

B. Fine amount. If accepted, the fine shall be the equivalent to twenty percent of the retail licensee's estimated gross revenues from sales of alcoholic beverages during the period of the proposed suspension; provided, that the fine shall not be less than two hundred dollars nor more than five thousand dollars.

C. Form of payment. Payment of any fine shall be in the form of cash or certified check or cashier's check made payable to the town.

D. Stay of suspension. Upon payment of the fine, the town shall enter its further order permanently staying the imposition of the suspension, or (part) of the suspension, as appropriate.

E. Payment to general fund. Any fine paid to the town shall be paid into the general fund of the town.

F. Effective date of suspension. If the town does not make the findings required in Section 6.12.120 and does not order the suspension permanently stayed, the suspension shall go into effect on the operative date finally set by the town.

6.12.130 Optional Premises License.

A. The following standards for the issuance of optional premises licenses or for optional premises for a hotel and restaurant license are hereby adopted pursuant to the provisions of Section 12-47-310, C.R.S. These standards adopted herein shall be considered in addition to all other standards applicable to the issuance of licenses under the Colorado Liquor Code for optional premises license or for optional premises for a hotel and restaurant license. These two types of licenses for optional premises will be collectively referred to as "optional premises" in these standards unless otherwise provided.

B. Eligible facilities. An optional premises may only be approved when that premises is located on or adjacent to an outdoor sports and recreational facility as defined in Section 12-47-103, C.R.S. The types of outdoor sports and recreational facilities in the town which may be considered for an outdoor premises license include the following:

1. Country club;
2. Golf courses and driving ranges;

3. Swimming pools;
4. Parks and arenas.

There are no restrictions on the minimum size of the outdoor sports and recreational facilities which may be eligible for the approval of an optional premises license. However, the local licensing authority may consider the size of the particular outdoor sports or recreational facility in relationship to the number of optional premises requested for the facility.

C. Number of optional premises. There are no restrictions on the number of optional premises which any one licensee may have on his or her outdoor sports or recreational facility. However, any applicant requesting approval of more than one optional premises shall demonstrate the need for each optional premises in relationship to the outdoor sports or recreational facility and its guests.

D. Submittal requirements. When submitting a request for the approval of an optional premises, in addition to meeting the license application requirements of this chapter, an applicant shall also submit the following information:

1. A map or other drawing illustrating the outdoor sports or recreational facility boundaries and the approximate location of each optional premises requested.
2. A description of the method which shall be used to identify the boundaries of the optional premises when it is in use.
3. A description of the provisions which have been made for storing malt, vinous and spirituous liquors in a secured area on or off the optional premises for the future use on the optional premises.

E. Advance notification. Pursuant to Section 12-47-310(3), C.R.S., no alcohol beverages may be served on the optional premises until the licensee has provided written notice to the police department forty-eight hours prior to serving alcohol beverages on the premises, unless notice is waived by the authority. Such notice must contain the specific days and hours on which the optional premises are to be used. In this regard, there is no limitation on the number of days which a licensee may specify in each notice. However, no notice may specify any date of use which is more than one hundred eighty days from the notice date.

F. Fees for application and processing of an optional premises license shall be as set forth in Sections 12-47-501(1)(j), C.R.S., and Section 6.12.160 of this Code.

6.12.140 Special Event Permit Application Procedures; Criteria.

A. An applicant shall file a special event permit application at least 30 days prior to the date of the event, unless such requirement is waived by the town clerk for good cause shown.

B. Investigations; findings.

1. Upon receipt of a complete application for a special event permit the town clerk shall investigate, through consultation with the police department and other

appropriate town administrative personnel and the state licensing authority, as applicable, and make determinations on the following matters:

a. Whether the applicant has timely and properly submitted a complete application for a special event permit and tendered all required fees in accordance with this chapter and the provisions of Article 48 of Title 12, C.R.S.;

b. Whether there has been a timely and proper posting of conspicuous public notice of the proposed special event permit and protest procedures at the location for which the permit is sought pursuant to Section 12-48-106(2), C.R.S.;

c. Whether the applicant satisfies the eligibility criteria set forth in Article 48 of Title 12, C.R.S.; and

d. Whether issuance of a special event permit to the applicant will comply with the special event permit issuance restrictions of Section 12-48-105(3), C.R.S.

C. Decision by town clerk.

1. At the conclusion of the investigation by the town clerk, the town clerk may enter his or her decision granting the special event permit only upon a finding by the town clerk that the application satisfies all the criteria set forth in Sections 6.12.130.A.—B. of this chapter.

2. If, in the town clerk's opinion, a decision on the application should be made by the town board, the town clerk may withhold a decision and refer the application for a hearing and decision on it by the town board.

3. If the town clerk determines that sufficient grounds appear to exist to deny issuance of a special event permit, the town clerk shall refer the application to the town board for a hearing and decision. Sufficient grounds for denial of a permit may exist if the town clerk determines that the issuance of a permit would be injurious to the public welfare because of the nature of the special event, or the applicant's ability to conduct the event in compliance with applicable laws and regulations.

4. The town clerk shall not issue any decision on an application, including a decision to refer the application to the town board, until after the expiration of 10 calendar days from the date on which conspicuous public notice was first made pursuant to Section 12-48-106(2), C.R.S. The town clerk must issue a decision on an application, including a decision to refer the application to the town board, before the expiration of 14 calendar days from the date on which conspicuous public notice was first made.

5. The decision of the town clerk to grant a special event permit may be appealed to the town board for consideration at a public hearing by any person who timely filed a protest to the application and who also timely files a written notice of appeal of the town clerk's decision to issue a special event permit. A protest is timely filed if such protest is made before the first date on which the town clerk may issue a decision on an application.

A notice of appeal is timely filed if such filing is made with the town clerk not more than five calendar days after the town clerk issues a decision approving a permit.

6. Upon the town clerk referring a decision on an application to the board or receipt of a compliant notice of appeal after the town clerk has issued a decision, the town clerk shall schedule the referral or appeal for hearing and decision by the town board at the town board's next regular meeting and provide notice as set forth in subsection D of this section. Prior to any hearing, the town clerk shall provide the town board a report of the findings made by the town clerk during the course of his or her investigation which states the facts or reasons relied upon by the town clerk in making a discretionary referral or approving a permit, or the sufficient grounds that appear to exist for denial of a permit in the case of a mandatory referral.

D. Public hearings upon referral or appeal of decision by town clerk.

1. The town clerk shall provide written notice regarding a referral or appeal hearing to the applicant and any person who timely filed a protest to the application. The notice shall provide the time and place of such hearing and shall be mailed by first class U.S. mail. As to referral hearings only, the notice shall contain such facts or reasons relied upon by the town clerk in making a discretionary referral, or in the case of a mandatory referral, the sufficient grounds for denial of a permit that appear to exist.

2. All hearings before the town board regarding a special event permit application shall be public and shall be conducted in accordance with this chapter so as to ascertain facts affecting the substantial rights of the parties to the proceedings. The applicant and any person filing a protest may present evidence and cross-examine witnesses. The town board, in its discretion, may limit the presentation of evidence and cross-examination so as to prevent repetitive and cumulative evidence or examination. The town board shall consider the information contained in the report of the investigations of the town clerk. Evidence and requirements of proof shall conform, to the extent practicable, with those in civil nonjury cases in the district courts; however, evidence not admissible under such rules will be admitted if such evidence possesses significant probative value. All testimony given at a public hearing shall be sworn.

3. An applicant or a protesting party may appear in person or be represented by counsel.

4. At the conclusion of the presentation of all the evidence, the town board shall enter its decision granting or denying the license in the case of a referral, or upholding or overturning an appeal in the case of an appeal. The town clerk shall then withhold or issue a special event permit consistent with town board's decision.

E. As required by C.R.S. § 12-48-107(5)(a), the town clerk, acting on behalf of the local licensing authority, shall report to the state liquor enforcement division within 10 days after his or her issuance of a permit, the name of the organization to which a permit was issued, the address of the permitted location, and the dates on which sale of fermented malt beverages or of malt, spirituous, or vinous liquors have been permitted. In the event of an appeal, the town clerk shall withhold notice until the conclusion of such appeal.

F. The town clerk shall report to the town board no less than quarterly all special event permits issued by the town clerk under the provisions of this section for which a hearing has not been held.

6.12.150 Alcohol Beverage Tastings Authorized.

A. Authorization. The town hereby authorizes tastings to be conducted by retail liquor establishment licensees in accordance with this section and pursuant to C.R.S. Section 12-47-301(10)(a), and subject to approval by the liquor licensing authority. It is unlawful for any person or licensee to conduct tastings without first having obtained a permit from the Town of Parachute to do so in accordance with this section.

B. Application for permit. A retail liquor establishment licensee who wishes to conduct tastings shall submit an annual application for a permit to the liquor licensing authority on forms supplied by the town clerk. Such application shall be accompanied by a non-refundable annual fee of one hundred dollars. Permit holders shall notify the town clerk and police department in writing at least seven days prior to any tasting.

C. Term. The tastings permit is valid for a period of one year, and shall run and expire concurrently with the license of the retail liquor establishment; provided however, that the first tastings permit issued to a retail liquor establishment licensee is valid only until the expiration of the current liquor license. First year tastings permits shall be prorated as to the permit fee based on an average of two tastings events per week. No more than one hundred four tastings may be held during the annual term of any permit issued.

D. Limitations. Tastings are subject to the limitations set forth in C.R.S. Section 12-47-301(10), as may be amended from time to time; and tastings are subject to the limitations set forth by the liquor licensing authority as may be created or amended from time to time.

6.12.160 Issuance of Licenses. All licenses shall be issued in accordance with the laws of the state and the ordinances of the town. Licenses may issue after the applicable requirements have been met for posting and publication of notice, the preliminary investigation has been conducted, a public hearing has been held before the liquor licensing authority when required, and approval is granted by the state licensing authority. In no event shall any license be issued until it is satisfactorily established that:

1. All requirements and conditions of licensure set forth in Sections 12-47-307 and 12-47-313, C.R.S., have been met or found to exist

2. The applicant or any principal, partner, officer, director or stockholder holding over ten percent of the issued and outstanding stock, if any change since initial approval, has good moral character and reputation.

3. The applicant remains or will be entitled to possession of the premises for which the application is made under a lease, or by virtue of ownership thereof, and that the use of the premises at the proposed location does not violate the zoning laws or any other laws of the town or the state.

4. After approval of an application by the liquor licensing authority and after the building in which the license is sought to be exercised has been made ready for occupancy with such furniture, fixtures and equipment as is necessary to comply with the provisions of these rules and the laws of the state, an inspection of the premises has been made to determine that the application has complied in every material detail with the plans and specifications submitted at the time of the filing of the application.

5. The applicant has not applied for and been denied a liquor license for an establishment located within five hundred feet of the proposed location within the preceding two years.

6.12.170 Application Fees.

A. An application fee shall be paid to the town in connection with all applications for liquor and fermented malt beverage licenses, including new, renewal, temporary, change of location or change of ownership licenses, modification of premises permits, temporary permits, and special event permits. Town application fees shall be established by resolution, a copy of which is available in the office of the town clerk, but such fees shall not exceed any fee limits established by statute. The application fee shall be collected to cover, as applicable, the costs of any investigation made by the town, administrative time, publication and posting costs and other necessary and incidental expenses.

B. An application fee or special event permit fee payable to the state department of revenue shall also be paid by all applicants in an amount provided by statute or otherwise by the state licensing authority.

C. An annual license fee shall also be paid to the town by the owners of all licensed premises. Such town license fee shall be as set forth in Sections 12-46-107(2) and 12-47-505, C.R.S.

D. Annual license fees shall also be paid to the state department of revenue for particular state licenses, as set forth in Sections 12-46-104 and 12-47-501, C.R.S.

6.12.180 Appeals; Cost of Transcript. A final decision by the liquor licensing authority will be considered the exhaustion of local remedies. Any party aggrieved by a decision of the liquor licensing authority may appeal said decision or seek judicial review. An administrative fee as established by resolution shall be charged, together with the cost of preparing a transcript of the proceedings, whenever a transcript is demanded by the person seeking the review or furnished by the town pursuant to an order of court. The cost of preparing a transcript of testimony before the liquor licensing authority shall be charged at rates ordinarily charged by certified shorthand reporters.

6.12.190 Education Requirements for Licensees.

A. The education requirements for licensees are as follows:

1. All managers or owners/operators registered with the state and the liquor licensing authority are required to attend an educational liquor seminar approved by the liquor licensing authority and receive a certificate of completion within two months after

the date the license is approved by the liquor licensing authority. Such certificate may take the form of a card or any other form decided upon by the liquor licensing authority. Successful completion of the educational liquor seminar must be recorded with the liquor licensing authority. The certificate of completion shall be valid for a period of four years.

2. Except for volunteers serving alcoholic beverages pursuant to a special event permit, every licensee and permittee, including club licensees, shall ensure that 75 percent of all servers employed or engaged by the licensee, and one hundred percent of those servers employed or engaged by the licensee for at least six months, shall have successfully completed within six months of the effective date of the initial ordinance codified herein, and at all times thereafter, an educational liquor serving seminar approved by the liquor licensing authority. When a new server is hired or begins to serve alcoholic beverages pursuant to a club license, the licensee shall have a two-month grace period to ensure that the new server has successfully completed an approved educational liquor serving seminar, TIPS training (responsible server of alcohol class) or a class sponsored or approved by the Parachute Police Department. The certificate received by servers who successfully complete the educational liquor serving seminar shall be valid for a period four years.

3. At every event for which a special event permit is issued, the permittee shall ensure that at least one server, manager or owner/operator, including volunteers, who has successfully completed an approved educational liquor serving seminar, is present on premises at all times to supervise the dispensing of alcoholic beverages.

4. At the time an applicant files an application for issuance, renewal or transfer of a liquor or fermented malt beverages license, or to change the location or corporate structure of the licensed premises or entity, the applicant shall submit to the town clerk information to prove that the requisite percentage of servers, managers and/or owners/operators required to be certified under this section have certificates in full force and effect as a condition of approval of the application. Required information shall include the names of all servers, the date of hire of all servers, the date each server attended training and the date of expiration of each server's certification. All licensees shall maintain a file of certificates on all managers and owners/operators employed by said licensee and shall exhibit said copies of certificates when requested to do so by the town clerk, the chief of police, police employees or other appropriate officials of the town.

B. The course requirements for the education for licensees are as follows:

1. Every agency offering a course of instruction approved by the liquor licensing authority shall issue a certificate to those enrollees who successfully complete the liquor educational seminar. The certificate shall be dated to show the date of completion of the training and the date of certificate expiration, and shall be evidence that the person has been in actual attendance a minimum number of hours at the course and has achieved a reasonable mastery of the theories and facts presented. No agency approved by the liquor licensing authority to provide manager or owner/operator training shall issue a certificate unless the person has actually attended and achieved a reasonable mastery of the materials.

2. The liquor licensing authority shall establish by resolution the general criteria for courses and qualifications of instructors which shall satisfy the liquor educational requirements of this section. These requirements shall be available in the office of the town clerk. Any qualified person may submit to the town clerk a request that a particular seminar be deemed to meet the educational requirements. The town clerk or liquor licensing authority may make such determination.

C. Costs. All persons enrolled in an educational liquor seminar presented by the town pursuant to this section must pay to the town clerk the actual cost of attending the seminar.

D. Penalties for noncompliance.

1. Failure to comply with this section shall be considered a violation of the conditions for the issuance of a license and a violation of this Code and may result in fines or other penalties.

2. Failure to maintain continuous compliance with the educational requirements of subsection B above may subject a licensee to suspension or revocation of a license as provided for in Section 12-47-601, C.R.S.

6.12.200 Licensee to Report Disorderly Conduct.

A. Each licensee shall conduct his or her establishment in a decent, orderly and respectable manner, and shall not permit within or upon the licensed premises the loitering of habitual drunkards or intoxicated persons, lewd or indecent displays, profanity, rowdiness, undue noise or other disturbance or activity offensive to the sensitivities of the average citizen, or to the residents of the neighborhood in which the establishment is located. It shall be unlawful for a licensee to permit the above-described conduct, and it shall be unlawful for:

1. Any licensee having authority to sell alcoholic beverages on his/her premises to permit any disturbances or disorderly acts or conduct to be committed by any person or group of persons on his/her premises.

2. Any licensee having authority to sell alcoholic beverages on his/her premises to in any manner encourage or participate in any disturbance or unlawful or disorderly act or conduct upon his/her premises, provided, however, such licensee may use such lawful means as may be proper to protect his/her person or property from damage or injury.

3. Individuals employed as bartenders to consume alcoholic beverages during those times in which they are actually engaged in the serving of alcoholic beverages to customers on a licensed premises or for such individuals to engage in the serving of alcoholic beverages to customers on the licensed premises while in an intoxicated condition; or for a licensee having authority to sell alcoholic beverages on his/her premises to permit such conduct by his/her bartenders.

B. A licensee having authority to sell alcoholic beverages upon his/her premises shall immediately report to the police department any unlawful or disorderly act or conduct or any disturbance committed on his/her premises.

C. It shall not be a defense that the licensee was not personally present on his/her premises at the time such unlawful or disorderly act, conduct or disturbance took place. However, an agent, servant or employee of the licensee shall not be liable hereunder when absent from the premises and not on duty.

D. Any licensee, agent, servant or employee of a licensee who shall violate any of the provisions of this section shall be subject to the penalty provided for in Chapter 1.12 of this Code.

6.12.210 Lighting in Licensed Premises. All licensees shall be required to maintain a level of light within the licensed premises which would permit the checking of identification materials without resort to other lighting.

6.12.220 Licensed Premises to be Open for Inspection. All premises licensed under this chapter shall be open to inspection by the police department, the county health department, the state licensing authority and any other federal, state, county or town agency which is permitted or required by law to inspect licensed premises. It is unlawful for the licensee, its employees or agents or for any other person to refuse to permit any such inspection of the licensed premises or to otherwise interfere with any such inspection.

6.12.230 License Requirements. The licensee shall be a resident of Colorado and, if a corporation, must be incorporated under the laws of Colorado and duly qualified to do business in Colorado. If a nonresident corporation, partnership or limited liability company wishes to hold a liquor license within the town pursuant to this Code and the Colorado Revised Statutes, such entity shall be properly registered and licensed to do business within the state by the Secretary of State.

6.12.240 Character and Reputation Requirements. The licensee shall be of good moral character and reputation. No license shall be issued to or held by any corporation if any of its officers, directors or stockholders holding over ten percent of the outstanding and issued stock thereof is not of good moral character and reputation.

A. In determining whether an applicant for a license or a licensee is of good moral character, the licensing authority shall be governed by the provisions of Section 24-5-101, C.R.S.

B. In investigating the character of an applicant or a licensee, the licensing authority may have access to criminal record information furnished by a criminal justice agency subject to any restrictions imposed by such agency. In the event the licensing authority takes into consideration information concerning the applicant's criminal history record, the licensing authority shall also consider any information provided by the applicant regarding such criminal history record, including but not limited to evidence of rehabilitation, character references and educational achievements, especially those pertaining to the period of time between the applicant's last criminal conviction and the consideration of his or her application for a license.

C. As used in this section, criminal justice agency means any federal, state or municipal court or any governmental agency or subunit of such agency which performs the administration of criminal justice pursuant to a statute or executive order and which allocates a substantial part of its annual budget to the administration of criminal justice.

INTERGOVERNMENTAL AGREEMENT CONCERNING 2015 COORDINATED ELECTION

THIS AGREEMENT is made effective this ____ day of _____, 2015, between the Garfield County Clerk and Recorder (“Clerk”) and _____ (“Political Subdivision”), jointly the “Parties.”

WHEREAS, Political Subdivision desires to refer one or more candidates, contests, issues or questions on the Garfield County Ballot for the November 3, 2015 Coordinated Election (the “Election”), in accordance with the Uniform Election Code of 1992, as amended from time to time, § 1-1-101 *et seq.*, C.R.S.; and

WHEREAS, § 1-7-116(1), C.R.S., as amended, requires Clerk to act as the coordinated election official and conduct the Election on behalf of Political Subdivision and similarly situated participating entities, and;

WHEREAS, § 1-7-116(2), C.R.S., as amended, requires Clerk and Political Subdivision to enter into an agreement concerning the conduct of the Election, which agreement must be signed no later than seventy (70) days prior to the Election; and

WHEREAS, Clerk agrees to perform the services specified below in connection with the Election in consideration of Political Subdivision’s timely payment of costs and performance of its other obligations as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, the Parties agree as follows:

I. Duties of the Clerk

Clerk shall perform the following duties in connection with the preparation for and conduct of the Election, and such other duties as the parties may hereafter mutually agree in writing:

A. Contact Officer

Jean Alberico, Garfield County Clerk & Recorder (Tel: (970) 384-3700 x1820); Email: jalberico@garfield-county.com, is the “Designated Election Official” and primary contact with Political Subdivision for all purposes relating to the Election.

B. Preparation for Election

1. Clerk shall manage all voter registration records and correspondence in substantial compliance with the Election Code of 1992, §§ 1-1-101 to 1-13-803, C.R.S., as amended (“Election Code”); the Election Rules promulgated by the Colorado Secretary of State, as amended; and policy directives of the Colorado Secretary of State, if applicable.

2. Clerk shall supply, deliver and set up all voting equipment and other items necessary to conduct the Election, in substantial compliance with applicable provisions of the Election Code and the Election Rules.
3. Clerk shall appoint eligible electors as election judges, arrange for their compensation and provide any necessary election judge training in advance of the Election, all in substantial compliance with applicable provisions of the Election Code and Election Rules;
4. Clerk shall include on the ballot all content timely certified by Political Subdivision in accordance with law; contract for the printing of ballots, ballot envelopes and other printed materials reasonably necessary to conduct the Election; and arrange for payment to the printing vendor(s).
5. Clerk shall publish notice of a Voter service and polling center election no later than twenty days before the Election, pursuant to § 1-5-205(1), C.R.S., as amended, which notice shall satisfy the publication requirement for all political subdivisions participating in the Election pursuant to § 1-5-205(1.4), C.R.S., as amended.
6. Clerk shall perform all required acceptance testing, hardware diagnostic testing and logic and accuracy testing of Garfield County's voting system and components in substantial compliance with applicable provisions of the Election Code, the Election Rules, and the Conditions for Use applicable to Garfield County's voting system as certified by the Secretary of State.

C. Conduct of Election

1. Clerk shall designate the proper number and locations of Voter service and polling centers, early voting centers, and mail ballot drop offs. All voting locations will be accessible to electors with disabilities, in substantial compliance with applicable provisions of the Election Code and Election Rules.
2. Clerk shall provide for the security and processing of all mail ballots, and for the verification of electors' signatures on the self-affirmation forms printed on the mail ballot return envelopes, in substantial compliance with applicable provisions of the Election Code and Election Rules.
3. Clerk shall issue mail ballots to and accept voted mail ballots from military and overseas voters in substantial compliance with the deadlines and delivery methods mandated by applicable provisions of federal and state law, including the Election Code, the Election Rules and the Uniformed and Overseas Citizens Absentee Voting Act, all as amended.
4. Clerk shall provide for the security and reconciliation of official ballots supplied for or cast during early voting and at the mail ballot processing center and Voter service and polling centers, in substantial compliance with applicable provisions of the Election Code and Election Rules.

5. Clerk shall provide provisional ballots for use by electors eligible for issuance of the same pursuant to § 1-8.5-101, C.R.S., as amended; provide for the security, timely verification and counting of verified provisional ballots; and provide a telephone number or website address for the use of electors casting provisional ballots to determine whether their provisional ballot was counted; all in substantial compliance with applicable provisions of the Election Code and Election Rules.
6. Clerk shall provide properly trained members of election staff to prepare for, conduct and assist with the reconciliation and canvass of the Election in substantial compliance with applicable provisions of the Election Code and Election Rules.
7. Clerk shall conduct any required post-election audit in substantial compliance with applicable provisions of the Election Code and Election Rules.
8. Clerk shall conduct any mandatory or permissive recount in substantial compliance with applicable provisions of the Election Code and the Election Rules.
9. Clerk shall appoint canvass board members, oversee the conduct of the canvass and certify official results of the Election in substantial compliance with applicable provisions of the Election Code and Election Rules.
10. Clerk shall preserve all election records relating to the Election for at least twenty-five months, in substantial compliance with the Election Code and the Election Rules.

D. Election Costs

1. Clerk shall keep accurate accounts of all costs incurred to prepare for and conduct the Election, including but not limited to costs incurred for supplies, printing, ballot insertion and mailing, legal and other notices, temporary labor, compensation of election judges, and other expenses attributable to Clerk's conduct of the Election on behalf of Political Subdivision.
2. Clerk shall charge and allocate to Political Subdivision its pro rata share of the direct costs of the Election, and all direct and indirect costs and expenses that are directly attributable to Political Subdivision's failure or omission to timely perform any of its obligations under this Agreement, without regard to whether Political Subdivision rescinds its intent to participate in the Election, as more particularly set forth in section II.C of this Agreement.
3. In the event an interested party is not liable for payment of costs incurred in connection with a mandatory or permissive recount of, or election contest relating to, one or more candidate contests, ballot issues or ballot questions certified by Political Subdivision, Clerk shall charge any and all direct and indirect costs and expenses reasonably incurred by Clerk to conduct or participate in any such recount or ballot contest. If more than one political subdivision participating in the Election is involved in any such recount or election contest, the costs thereof shall be prorated between Political Subdivision and such other participating entities.

4. Clerk shall submit to Political Subdivision an invoice for Political Subdivision's pro rata share of direct and indirect costs incurred in connection with Political Subdivision's participation in the Election within ninety days after the Election.

E. Ballot Issue Notice

1. Clerk shall prepare and mail a combined ballot issue notice in substantial compliance with Article X, Section 20 of the Colorado Constitution ("TABOR"), applicable provisions of the Election Code and Election Rules, and **Attachment 1** to this Agreement.

II. Duties of the Political Subdivision

The Political Subdivision has designated _____,
whose mailing address is _____,
and whose phone number is _____,
and whose fax number is _____,
and whose email address is _____,
as its Designated Election Official ("**DEO**") for purposes of the Election, pursuant to C.R.S. §1-1-104(8).
The DEO shall act as the primary liaison between the Political Subdivision and Clerk.

If the Political Subdivision encompasses territory within other counties, this Agreement shall apply only to that portion of the Political Subdivision situated within Garfield County.

The Political Subdivision shall perform the following duties in connection with the Election:

A. Preparation for Election

1. Except for legal notices that Clerk is required by specific provision of this Agreement to post or publish, or both, Political Subdivision shall be solely responsible for posting or publishing, or both, any other legal notices required of Political Subdivision pursuant to relevant provisions of state law, including without limitation any applicable provisions of the Uniform Election Code of 1992, C.R.S. §§ 1-1-101, *et seq.*, as amended; the Colorado Municipal Code of 1965, §§ 31-10-101, *et seq.*, as amended; the Special District Act, C.R.S. §§ -1-101 *et seq.*, as amended; the School District Organization Act of 1992, C.R.S. §§ 22-30-101 *et seq.*, as amended; or the Community College and Occupational Education Act of 1967, C.R.S. §§ 23-60-101, *et seq.*, as amended.
2. The Political Subdivision will review the address library report from the County Clerk's office for completeness and certify to the County Clerk by September 1, 2015 that all addresses currently in that political subdivision are included on the list.
3. Political Subdivision shall be solely responsible for determining whether a ballot issue, ballot question, candidate contest or candidate is eligible or properly certified for the ballot.
4. On or before the 70th day before the election (August 25, 2015) at 4:30 p.m., Political Subdivision shall deliver to Clerk a) a certified copy of the ordinance or resolution enacted or

adopted by its governing board authorizing Political Subdivision to participate in the Election according to the terms and conditions of this Agreement and identifying the person(s) authorized to execute this Agreement on its behalf, and b) a counterpart original of this Agreement, completed and executed by Political Subdivision's authorized representative.

5. If applicable, Political Subdivision shall notify and provide information to owners of property within Political Subdivision who are eligible to vote on ballot issues referred by Political Subdivision that they may apply to Clerk for issuance of a mail ballot specific to Political Subdivision, pursuant to §§ 1-7-104 and 1-8-104(3), C.R.S., as amended. If Political Subdivision allows eligible property owners to vote, Political Subdivision shall acquire the property ownership list referred to in § 1-5-304 C.R.S. as amended from the Assessor. The cost of the list is provided by statute and shall be paid directly to the Assessor by Political Subdivision. Political Subdivision's staff shall be solely responsible for building a list of eligible property owners and provide that list to the Clerk by September 22, 2015. Political Subdivision may contact the Clerk if access to voter registrations records is needed.
6. In accordance with Colorado law, Political Subdivision shall provide a certified copy to Clerk of all ballot content (candidate contests, ballot issues and ballot questions) referred by Political Subdivision for the Election in its exact and final form. Such certified ballot content shall be delivered to Clerk as an email attachment in **Notepad format** to jalberico@garfield-county.com as well as on hard copy (paper), or in such other manner as the Parties may agree in writing, at the earliest possible time and in no event later than sixty days before the Election, or on or before the 60th day (September 4, 2015) before the election at 4:30 p.m., pursuant to § 1-5-203(3)(a), C.R.S., as amended. Please contact Edna Place at (970) 384-3700 X 1804 or eplace@garfield-county.com with any questions concerning this requirement. If ballot content is submitted in a format other than Notepad, Clerk will charge Political Subdivision in addition to any other costs set forth in this agreement for costs associated with Clerk's election staff to retype in Notepad format. All ballot content certified by Political Subdivision shall utilize the exact language and order as such ballot content is to appear on the printed official and sample ballots for the Election. Political Subdivision's certified ballot content shall be final upon transmission to and receipt by Clerk, and Clerk will not be responsible for making any changes after Political Subdivision's certification of its ballot content. Political Subdivision is encouraged to name a person willing to participate in the logic and accuracy testing required before ballot proofs can be sent to the printer.
7. Political Subdivisions shall designate a representative or agent to proofread and approve ballot content certified by Political Subdivision as it appears on ballot artwork before printing within one business day after receipt of ballot proofs from Clerk. Due to limited printing press availability and time constraints, the representative or agent designated by Political Subdivision must be available from 8:00 a.m. to 5:00 p.m. on weekdays (excluding legal holidays) from the 57th day before the election until 47th day before the election, or until Political Subdivision has submitted to Clerk its final approval of such preliminary ballot artwork and ballot content as well as acceptance of the audio ballot, whichever shall first occur.

Political Subdivision hereby designates _____,
whose phone number is _____

and fax number is _____,
and email address is _____,
as its representative or agent responsible for proofreading and finally approving the preliminary ballot artwork on behalf of the Political Subdivision.

8. If requested by Clerk, Political Subdivision shall designate eligible electors of Garfield County to participate in ballot counting, recounts, testing and auditing of voting equipment used in the Election, and the canvass, and to serve as election judges and on various boards and panels convened to oversee the Election. In the event Clerk does not request the Political Subdivision to designate eligible electors under this section, all election judges, boards and panels will be comprised of registered electors affiliated with the major political parties and nominated by the county chairpersons thereof; provided, however, that Clerk reserves the right to appoint unaffiliated electors or electors affiliated with minor political parties if the county chairpersons of the major political parties are unable or fail to nominate a sufficient number of registered electors affiliated with the major political parties.
9. If a new special district, Political Subdivision shall comply with § 32-1-306, C.R.S., including transmittal to the Clerk and Recorder in each county in which Political Subdivision is wholly or partially situated, certified copies of the findings of fact and conclusions of law, or other judicial decree or order, of the court exercising jurisdiction in the proceedings to organize and establish such special district, within thirty days after entry of the decree or order organizing and establishing such special district.
10. In the event that Political Subdivision cancels the Election or resolves not to participate in the Election, Political Subdivision shall give notice of such cancellation or resolution to Clerk immediately. Political Subdivision shall pay Clerk all amounts due hereunder, including without limitation production and mailing costs, incurred both before and after Clerk's receipt of such notice. The Political Subdivision shall provide notice by publication of the cancellation of its election, and a copy of the notice shall be posted in the office of Clerk, in the office of the Designated Election Official and, if the Political Subdivision is a special district, in the office of the Division of Local Government. Except for initiative, recall and non-coordinated elections, the Political Subdivision shall not cancel its participation in the Election after the twenty-fifth day prior to the election, pursuant to § 1-5-208(2), C.R.S., as amended.

B. Conduct of Election

1. Political Subdivision shall immediately notify Clerk of any election contest that is initiated with respect to any ballot content certified by Political Subdivision for the Election, and shall keep Clerk apprised of the need to retain election records for use in any such election contest.

C. Election Costs

1. Political Subdivision shall pay to Clerk its pro rata share of the direct costs and expenses

actually incurred and paid by Clerk in order to prepare for and conduct the Election, including without limitation post-election activities such as the post-election audit, canvass and certification of official results. Political Subdivision's prorated share of such costs and expenses, and the proportional shares of other participating entities, shall be based on a) the total number of registered electors residing within the Political Subdivision, as reflected by the voter registration records of Clerk as of the voter registration deadline for the Election after all such voter registration data has been processed and the total number of votes cast for candidates or issues certified by the Political Subdivision.

2. In addition, Political Subdivision shall pay to Clerk all direct and indirect costs and expenses incurred by Clerk to remedy, resolve or reconcile Political Subdivision's failure or omission to timely perform one or more of its obligations under this Agreement, including without limitation costs and expenses arising from delays or cancellations caused by the Political Subdivision, and time devoted by Clerk or members of Clerk's staff to resolve or reconcile any deficiencies of or other issues relating to Political Subdivision's ballot content or address library report. For purposes of this subsection, all staff time of Clerk shall be billed at the applicable employee's actual hourly rate, plus the cost of all employee benefits accrued with respect to such work, if any.
3. Political Subdivision represents and warrants that it has sufficient funds available in its approved budget to pay all amounts required by this section II. C.
4. Political Subdivision shall pay to Clerk all amounts required by this section II. C. not later than thirty days after receipt of Clerk's invoice therefor.

D. TABOR Notice

1. Political Subdivision shall provide to the Clerk all required Amendment 1 Notices concerning the Political Subdivision's ballot issues and questions in the manner according to the Election Code, **Attachment 1** to this Agreement, and the requirements of the Colorado Constitution.
2. The Clerk shall produce a mailed Notice of the Ballot issues and/or questions (Amendment 1 Notice) required by the Colorado Constitution, Article X, Section 20 in accordance with **Attachment 1**.

III. Additional Agreements

1. In the event a court of competent jurisdiction finds the Election for the Political Subdivision was void or otherwise fatally defective as the sole result of a failure of Clerk to perform in accordance with this Agreement or laws applicable to the Election, the Political Subdivision shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the Political Subdivision to Clerk under this Agreement. In no event shall Clerk be liable for any expenses, damages or losses in excess of the amounts paid by Political Subdivision under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to the Political Subdivision under this Agreement.

2. No portion of this Agreement shall be deemed to create a cause of action with respect to anyone not a party to this Agreement, nor is this Agreement intended to waive any privileges or immunities otherwise possessed or enjoyed by the parties to this Agreement, or their officers, agents, representatives or employees, except as otherwise expressly stated in this Agreement.
3. Time is of the essence under this Agreement. The statutory time frames or requirements of the Code, TABOR, and the Rules shall apply to the completion of any duties or tasks required under this Agreement. An Election Calendar with specific dates, which will be considered binding, is attached hereto as **Attachment 2** and incorporated herein by reference.
4. This Agreement shall be effective and binding for the November 3, 2015 Coordinated Election and is intended to be effective through December 31, 2015 or to the conclusion of any appeal or contest of the Coordinated Election of November 3, 2015, whichever is longer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date first above written.

**CLERK AND RECORDER OF
GARFIELD COUNTY, COLORADO**

Jean M. Alberico

Date

POLITICAL SUBDIVISION:

Print or type name of Political Subdivision

By: _____

Date

Title: _____

ATTACHMENT 1

PRODUCTION OF "AMENDMENT 1 NOTICE" (TABOR NOTICE)
FOR 2015 COORDINATED GENERAL ELECTION IGA

WHEREAS, the County Clerk and Recorder of Garfield County, Colorado ("County Clerk") and _____ ("Political Subdivision"), (collectively, the "Parties"), have entered into an intergovernmental agreement to cooperate and contract for the purpose of conducting a coordinated election; and

WHEREAS, Const. Colo. Art. X, Sec. 20 ("TABOR") requires the production of a mailed notice of the ballot issues to be determined for the Political Subdivision that are subject to the requirements of said constitutional section ("TABOR Notice"); and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be countywide coordination of its production and mailing to effectuate the purposes of said constitutional section; and

WHEREAS, the Parties desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package.

NOW THEREFORE, the Parties agree as follows:

1. The County Clerk shall perform the following services and activities for the Political Subdivision's election:

a. Determine the "least cost" method for mailing the TABOR Notice Package and determine the Political Subdivision's proportional share of the total cost.

b. Combine the text of the TABOR Notice produced by the Political Subdivision with those of other districts to produce the TABOR Notice Package.

c. Address the package to "All Registered Voters" at each address of one or more active registered electors residing within the Political Subdivision boundaries or to each postal patron. Nothing herein shall preclude the County Clerk from sending the TABOR Notice of the Political Subdivision to persons other than electors of the Political Subdivision if doing so arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".

d. Determine the order in which the TABOR Notice submittal of the Political Subdivision and those of other jurisdictions, if any, shall be placed in the TABOR Notice Package, provided, however, that the materials supplied by the Political Subdivision shall be kept together as a group and in the order supplied by the Political Subdivision.

e. Mail the TABOR Notice Package, addressed as required by law, at least 30 days before the election to registered electors residing within the Political Subdivision boundaries.

f. Provide copies of the TABOR Notice Package to the Political Subdivision to mail to registered electors residing outside of the Political Subdivision who own property within the Political Subdivision boundaries.

Attachment 1 - TABOR NOTICE - Page 2 of 3

g. Refer inquiries, correspondence, and calls concerning the substance of the ballot issues and ballot questions or the operations of the Political Subdivision to such person designated as the Election Officer by the Political Subdivision.

h. Write, print, and incorporate any notice to be included in the TABOR Notice Package that may inform the elector of the polling place or that may provide other information as may be required by law.

i. Provide the Political Subdivision an itemized statement of the costs of performing the tasks performed by the County Clerk hereunder.

2. The Political Subdivision shall perform the following services and activities for the Political Subdivision's election:

a. Designate an "Election Officer" to act as liaison between the Political Subdivision and the County Clerk.

b. Determine the ballot issues to be voted upon at the election.

c. Include, within its TABOR Notice, ballot titles in this order of preference: "NOTICE OF ELECTION TO INCREASE TAXES/TO INCREASE DEBT/ON A CITIZEN PETITION/ON A REFERRED MEASURE."

d. Inform the County Clerk of any voter-approved additions to the TABOR Notice for the Political Subdivision and incorporate such additions into the TABOR Notice supplied to the County Clerk.

e. Designate a person ("Election Officer") to be available to respond to inquiries, correspondence, and calls concerning the substance of the ballot issues or the operations of the Political Subdivision. The Political Subdivision shall communicate this designation to the County Clerk at the time of certification of the ballot content. The Election Officer shall be reasonably available to the County Clerk and shall within a reasonable time reply to the originator of all such inquiries, correspondence, and calls.

f. Determine the ballot title and text in accord with TABOR.

g. Prepare the layout of the TABOR Notice for the Political Subdivision in accord with TABOR.

h. Summarize written comments concerning ballot issues following receipt of such comments received from the public and provide summaries for use in the TABOR Notice as required by TABOR.

i. Provide the Political Subdivision's completed TABOR Notice to the County Clerk on or before the 42nd day preceding the election and provide the number of eligible electors outside of the Political Subdivision boundaries.

j. For Title 32 Districts, mail the TABOR Notice by the notice deadline to each address of one or more active registered electors who reside outside of the Political Subdivision.

Attachment 1 - TABOR NOTICE - Page 3 of 3

k. Perform such acts as may be required by law, including circulation, approval, review, and all other activities, relating to any petition that may concern the Political Subdivision. The Election Officer shall interact with any Political Subdivision petition representatives, including but not limited to, working to ensure that the Election Officer receives the summary of written comments for their petition within the time required by law.

l. Pay the costs shown in the itemized statement provided by the County Clerk either directly to the County Clerk or to such vendors or subcontractors as the County Clerk may designate.

IN WITNESS WHEREOF, the Parties hereto have executed this Attachment 1 to be effective the _____ day of _____, 2015

POLITICAL SUBDIVISION:

GARFIELD COUNTY CLERK

Authorized Signature, Title

Jean M. Alberico, County Clerk

ATTEST:

Secretary

**TOWN OF PARACHUTE
ORDINANCE NO. 687**

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO TO ENACT AN EXCISE TAX ON UNPROCESSED RETAIL MARIJUANA WHEN IT IS FIRST SOLD OR TRANSFERRED BY A RETAIL MARIJUANA CULTIVATION FACILITY, TO USE THE FUNDS FROM SUCH TAXES TO FUND THE TOWN'S GENERAL OPERATIONS, AND TO SUBMIT THIS ORDINANCE FOR APPROVAL OF THE REGISTERED VOTERS OF THE TOWN OF PARACHUTE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2015.

WHEREAS, the Town of Parachute, Colorado (the "Town") is a municipal corporation duly organized and operating under a home rule charter (the "Town Charter") and the Constitution of the State of Colorado;

WHEREAS, the Board of Trustees adopted Ordinance No. 683 on June 18, 2015 to allow for the licensing and operation of marijuana cultivation facilities, marijuana product manufacturing facilities, marijuana testing facilities, and retail marijuana stores (collectively, "Retail Marijuana Establishments");

WHEREAS, there are costs to the Town associated with impacts of the operation of marijuana businesses in the Town that are not covered by the license and application fees;

WHEREAS, the Town Charter provides the Town may adopt municipal taxes, such as an excise tax;

WHEREAS, to offset these costs and to meet the current and future needs of the Town, the Board of Trustees desires to enact a five percent (5%) excise tax on unprocessed retail marijuana when it is first sold or transferred by a retail marijuana cultivation facility;

WHEREAS, Article X, Section 20 of the Constitution of the State of Colorado requires that the Town have voter approval in advance of any new tax;

WHEREAS, in order achieve these purposes, the Board of Trustees desires to submit to the registered voters of the Town of Parachute the question of whether to enact a five percent (5%) excise tax on unprocessed retail marijuana when it is first sold or transferred by a retail marijuana cultivation facility.

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

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

Section 2. Ballot Question. The Board of Trustees hereby approves imposing an excise

tax of 5 percent (5%) on unprocessed marijuana retail marijuana when it is first sold or transferred by a retail marijuana cultivation facility, subject to approval by the Town electorate.

At the general election to be held on November 3, 2015, there shall be submitted to the qualified electors of the Town a ballot question which shall be in substantially the following form:

SHALL THE TOWN OF PARACHUTE'S TAXES BE INCREASED BY \$200,000.00 IN THE FIRST FULL FISCAL YEAR, BEGINNING JANUARY 1, 2016, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN EXCISE TAX OF 5% ON UNPROCESSED RETAIL MARIJUANA ON THE DATE THAT IT IS FIRST SOLD OR TRANSFERRED FROM A RETAIL MARIJUANA CULTIVATION FACILITY TO A RETAIL MARIJUANA STORE, RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY, OR OTHER RETAIL MARIJUANA CULTIVATION FACILITY, WITH THE RESULTING EXCISE TAX RATE CAPABLE OF BEING LOWERED OR REVOKED IN THE SOLE DISCRETION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, WITH THE RESULTING TAX REVENUES ALLOWED TO BE COLLECTED, RETAINED AND SPENT BY THE TOWN AS A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY APPLICABLE REVENUE OR EXPENDITURE LIMITATION IMPOSED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

Section 3. Challenges to Ballot Title and Content. For the purposes of C.R.S. §1-11-203.5, this Ordinance shall serve to set the title and content of the ballot issue set forth herein and the ballot title for such ballot issue shall be the text of the ballot issue itself. Any petition to contest the form or content of the ballot title must be filed with the District Court in and for Garfield County and a copy served on the Town Clerk within five days after the date of publication of this Ordinance.

Section 4. Conduct of Election. The officers and employees of the Town are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance.

Section 5. Effect of Election Results. If a majority of the votes cast on the ballot issue submitted at the election shall be in favor of the ballot issue, the Board of Trustees shall take such action, by ordinance, to amend the Parachute Municipal Code as may be necessary to implement this excise tax, consistent with the terms and provisions of the ballot issue and this Ordinance.

Section 6. TABOR Notice. At least thirty (30) days prior to the election, the Town Clerk, who may coordinate with and use the services of the Garfield County Clerk and Recorder, shall mail

at the least cost, a titled notice or set of notices addressed to “All Registered Voters” at each address of one or more active registered voters concerning the ballot question referenced in this Ordinance No. 687. The notice shall be entitled “**NOTICE OF ELECTION TO INCREASE TAXES.**” The notice shall also include all information required by Article X, Section 20 (3)(b) (“The Taxpayer’s Bill of Rights”).

Section 7. Application. Upon passage of this Ordinance and voter approval at the subject election, the excise tax shall apply to sales of unprocessed retail marijuana when it is first sold or transferred by a retail marijuana cultivation facility which occur on or after January 1, 2016, as provided by C.R.S. §29-2-106(2). Upon approval of this Ordinance by the registered voters, the Town Clerk shall transmit a certified copy hereof to the Executive Director of the Department of Revenue, and to the Garfield County Clerk and Recorder as provided by C.R.S. §29-2-106(7), as amended.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado at its regular meeting held on the _____ day of _____ 2015.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By: _____
Roy McClung, Mayor

ATTEST:

Denise Chiaretta, Town Clerk

PUBLIC NOTICE

Public notice is hereby given that an Ordinance entitled:

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO TO ENACT AN EXCISE TAX ON UNPROCESSED RETAIL MARIJUANA WHEN IT IS FIRST SOLD OR TRANSFERRED BY A RETAIL MARIJUANA CULTIVATION FACILITY, TO USE THE FUNDS FROM SUCH TAXES TO FUND THE TOWN'S GENERAL OPERATIONS, AND TO SUBMIT THIS ORDINANCE FOR APPROVAL OF THE REGISTERED VOTERS OF THE TOWN OF PARACHUTE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2015.

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

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

Dated this ____ day of _____ 2015.

TOWN OF PARACHUTE

Denise Chiaretta, Town Clerk

**TOWN OF PARACHUTE
RESOLUTION NO. 2015-17**

**RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE
COLOARDO DEPARTMENT OF LOCAL AFFAIRS FOR THE HISTORIC DOWNTOWN
PARACHUTE FIRST STREET IMPROVEMENT PROJECT**

WHEREAS, the Town of Parachute is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Colorado Department of Local Affairs (“DOLA”); and

WHEREAS, the Town of Parachute has submitted a grant application for the Historic Downtown Parachute First Street Improvement Project requesting a total award of up to \$300,000; and

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

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

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

Section 2. The Board of Trustees strongly supports the Grant Application submitted by the Town of Parachute and will appropriate matching funds for a grant with the Colorado Department of Local Affairs (DOLA).

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED as provided by law, by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 20th day of August 2015, and approved by the Mayor on the 20th day of August 2015.

BOARD OF TRUSTESS OF THE
TOWN OF PARACHUTE, COLORADO

By: _____
Roy B. McClung
Mayor

ATTEST:

S. Denise Chiaretta
Town Clerk

**TOWN OF PARACHUTE
RESOLUTION NO. 2015-18**

**RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE HISTORIC
DOWNTOWN PARACHUTE FIRST STREET IMPROVEMENT PROJECT**

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

WHEREAS, the Town of Parachute has submitted a grant application for the Historic Downtown Parachute First Street Improvement Project requesting a total award of up to \$300,000; and

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

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

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

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED as provided by law, by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 20th day of August 2015, and approved by the Mayor on the 20th day of August 2015.

BOARD OF TRUSTEES OF THE
TOWN OF PARACHUTE, COLORADO

By: _____
Roy B. McClung
Mayor

ATTEST:

S. Denise Chiaretta
Town Clerk

**TOWN OF PARACHUTE
RESOLUTION NO. 2015-19**

**RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE
GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE UTILITY LINE
MOVEMENT ON FIRST STREET PROJECT**

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

WHEREAS, the Town of Parachute has submitted a grant application for the Utility Line Movement On First Street Project requesting a total award of up to \$300,000; and

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

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

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

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

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED as provided by law, by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 20th day of August 2015, and approved by the Mayor on the 20th day of August 2015.

BOARD OF TRUSTEES OF THE
TOWN OF PARACHUTE, COLORADO

By: _____
Roy B. McClung
Mayor

ATTEST:

S. Denise Chiaretta
Town Clerk

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

TOWN OF PARACHUTE

Summary

Award Amount: \$25,000.00

Identification #s:

Encumbrance #: F16S8027 (*DOLA's primary identification #*)
Contract Management System #: 82701 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: EIAF 8027
Project Name: Parachute Pedestrian Connection Survey & Engineering
Performance Period: Start Date: _____ End Date: 07/31/16
Brief Description of Project / Assistance: The Town of Parachute will complete surveying and engineering for pedestrian connections.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: State Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): N/A
Funding Account Codes: _____

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1. PARTIES

This Agreement (hereinafter called “Grant”) is entered into by and between the **TOWN OF PARACHUTE** (hereinafter called “Grantee”), and the STATE OF COLORADO acting by and through the Department of Local Affairs for the benefit of the Division of Local Government (hereinafter called the “State” or “DOLA”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to (*see checked option(s) below*):

- A. The Effective Date.
- B. The Effective Date; provided, however, that all Project costs, if specifically authorized by the federal funding authority, incurred on or after March 1, 20XX, may be submitted for reimbursement as if incurred after the Effective Date.
- C. insert date for authorized Pre-agreement Costs (as such term is defined in §4) , if specifically authorized by the funding authority . Such costs may be submitted for reimbursement as if incurred after the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 39-29-110 (Local Government Severance Tax Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is described in **Exhibit B**.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Project and/or Work described in **Exhibit B**.

B. Closeout Certification

“Closeout Certification” means the Grantee’s certification of completion of Work submitted on a form provided by the State.

C. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and **Exhibit B**.

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

- i. Exhibit A (Applicable Laws)
- ii. Exhibit B (Scope of Project)
- iii. Exhibit E (Project Performance Plan)
- iv. Exhibit G (Form of Option Letter)

E. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

F. Grant

“Grant” means this agreement, its terms and conditions, attached exhibits, documents incorporated by reference pursuant to the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

G. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

H. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

I. Pay Request(s)

“Pay Request(s)” means the Grantee’s reimbursement request(s) submitted on form(s) provided by the State.

J. Pre-agreement costs

“Pre-agreement costs,” when applicable, means the costs incurred on or after the date as specified in §2 above, and prior to the Effective Date of this Grant. Such costs shall have been detailed in Grantee’s grant application and specifically authorized by the State and incorporated herein pursuant to **Exhibit B**.

K. Project

“Project” means the overall project described in **Exhibit B**, which includes the Work.

L. Project Closeout

“Project Closeout” means the submission by the Grantee to the State of an actual final Pay Request, a final Status Report and a Closeout Certification.

M. Program

“Program” means the grant program specified on the first page of this Grant that provides the funding for this Grant.

N. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6** and **Exhibit B**.

O. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

P. Status Report(s)

“Status Report(s)” means the Grantee’s status report(s) on the Work/Project submitted on form(s) provided by the State.

Q. Subcontractor

“Subcontractor” means third-parties, if any, engaged by Grantee to carry out specific vendor related services.

R. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations. Subgrantee is bound by the same overall programmatic and grant requirements as Grantee.

S. Subject Property

“Subject Property” means the real property, if any, for which Grant Funds are used to acquire, construct, or rehabilitate.

T. Substantial Progress in the Work

“Substantial Progress in the Work” means Grantee meets all deliverables and performance measures within the time frames specified in **Exhibit E**.

U. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit B**, including the performance of the Services and delivery of the Goods.

V. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **July 31, 2016** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

The State, at its sole discretion upon written notice to Grantee as provided in **§16**, may unilaterally extend the term of this Grant for a period not to exceed two months if the Parties are negotiating a replacement Grant (and not merely seeking a term extension) at or near the end of any initial term or any extension thereof. The provisions of this Grant in effect when such notice is given, including, but not limited to prices, rates, and delivery requirements, shall remain in effect during the two month extension. The two-month extension shall immediately terminate when and if a replacement Grant is approved and signed by the Colorado State Controller.

6. STATEMENT OF WORK

A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit B**. Except as specified in §2 above, the State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

B. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee's or Subgrantees' employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$25,000.00 (TWENTY FIVE THOUSAND and XX/100 DOLLARS)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any payment allowed under this Grant or in **Exhibit B** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or such Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

ii. Interest

The State shall not pay interest on Grantee invoices. The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not fully appropriated, or otherwise become unavailable for this Grant, the State may immediately terminate this Grant in whole or in part to the extent of funding reduction without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B**.

i. Budget Line Item Adjustments.

Modifications to uses of such Grant Funds shall be made in accordance with §4.4 of Exhibit B. For line item adjustments over 10% but less than 24.99% (a “Minor Line Item Adjustment”) which are approved, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit G (each an “Option Letter”). If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

ii. Overall Budget Adjustments.

Modifications to the overall Budget shall be made in accordance with §4.5 of Exhibit B. For overall Budget adjustments less than 24.99% (a “Minor Budget Adjustment”) which are approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

iii. Setting Final Initial Budget.

All requests by the Grantee to align the initial overall Budget with current market conditions shall be made in accordance with §4.5.1.1 of Exhibit B. If such True-up Budget Proposal (as such term is defined in §4.5.1.1 of Exhibit B) is approved, the State shall provide written notice to Grantee in an Option Letter. If exercised, the provisions of the Option Letter shall become part of and be incorporated into this Grant.

D. Matching/Leveraged Funds

Grantee shall provide matching and/or leveraged funds in accordance with Exhibit B.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee’s performance and the final status of Grantee’s obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in Exhibit B.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee’s ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State’s principal representative as identified herein. If the State’s principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of DOLA.

C. Performance Outside the State of Colorado and/or the United States

[Not applicable if Grant Funds include any federal funds] Following the Effective Date, Grantee shall provide written notice to the State, in accordance with §16 (Notices and Representatives), within 20 days of the earlier to occur of Grantee’s decision to perform, or its execution of an agreement with a Subgrantee to perform, Services outside the State of Colorado and/or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado and/or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations. All notices received by the State pursuant to this §8.C shall be posted on the Colorado Department of Personnel & Administration’s website. Knowing failure by Grantee to provide notice to the State under this §8.C shall constitute a material breach of this Grant.

D. Noncompliance

Grantee’s failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

E. Subgrants/Subcontracts

Copies of any and all subgrants and subcontracts entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants and subcontracts entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records (the "Record Retention Period") until the last to occur of the following:

- (i) a period of five years after the date this Grant is completed or terminated, or final payment is made hereunder, whichever is later, or
- (ii) for such further period as may be necessary to resolve any pending matters, or
- (iii) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved.

B. Inspection

Grantee shall permit the State, the federal government (if Grant Funds include federal funds) and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of five years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government (if Grant Funds include federal funds), and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

Grantee shall provide a copy of its audit report(s) to DOLA as specified in **Exhibit B**.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this **§10** if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee’s obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State’s interests. Absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee’s Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each subgrant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee's liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantees, Subgrantees and Subcontractors

Grantee shall require each subgrant with Subgrantees and each contract with Subcontractors, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Workers' Compensation

Workers' Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee, Subgrantee and Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

Grantee, Subgrantees and Subcontractors shall maintain in full force and effect a Professional Liability Insurance Policy in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, written on an occurrence form, that provides coverage for its work undertaken pursuant to this Grant. If a policy written on an occurrence form is not commercially available, the claims-made policy shall remain in effect for the duration of this Grant and for at least two years beyond the completion and acceptance of the work under this Grant, or, alternatively, a two year extended reporting period must be purchased. The Grantee, Subgrantee or Subcontractor shall be responsible for all claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from such party's performance of professional services under this Grant, a subcontract or subgrant.

v. Umbrella Liability Insurance

For construction projects exceeding \$10,000,000, Grantee, Subgrantees and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in §13B(i)-(iv) above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee, Subgrantee and

Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

vi. Property Insurance

This subsection shall apply if Grant Funds are provided for the acquisition, construction, or rehabilitation of real property.

Insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called "all risk" form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Property, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantor will at its sole cost and expense, from time to time and at any time, at the request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property.

vii. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in §vi above or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

viii. Builder's Risk Insurance

The subsection shall apply if Grant Funds are provided for construction or rehabilitation of real property.

Grantee, Subgrantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

- a) The insurance shall include interests of the property owner, Grantee, Subgrantee, Subcontractors in the Project as named insureds.
- b) All associated deductibles shall be the responsibility of the Grantee, Subcontractor and Subgrantee. Such policy may have a deductible clause but not to exceed \$10,000.
- c) Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's, Subgrantee's and Subcontractor's services and expenses required as a result of such insured loss.
- d) Builders Risk coverage shall include partial use by Grantee and/or property owner.
- e) The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subgrantee and Subcontractor shall be reimbursed for this cost as his or her share of the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

ix. Pollution Liability Insurance

If Grantee and/or its Subgrantee or Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of \$1,000,000 with maximum deductible of \$25,000 to be paid by the Grantee's Subcontractor and/or Subgrantee.

C. Miscellaneous Insurance Provisions

Certificates of Insurance and/or insurance policies required under this Grant shall be subject to the following stipulations and additional requirements:

- i. Deductible.** Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors,
- ii. In Force.** If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

- iii. Insurer.** All requisite insurance shall be obtained from financially responsible insurance companies, authorized to do business in the State of Colorado and acceptable to Grantee,

iv. Additional Insured

Grantee and the State shall be named as additional insureds on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee, Subgrantees and Subcontractors shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees and Subcontractors as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

D. Certificates

Grantee, Subgrantee and Subcontractor shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant or of their respective subcontract or subgrant. No later than 15 days prior to the expiration date of any such coverage, Grantee, Subgrantee and Subcontractor shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant, subgrant or subcontract, Grantee, Subgrantee and Subcontractor shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant or if the State terminates this Grant pursuant to §15(B), the State shall have the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), if applicable. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or Courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This

subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

The State may elect to terminate this Grant upon receipt and review of any Quarterly Progress Report, submitted per the time periods defined in **Exhibit E** – Project Performance Plan, if such Quarterly Progress Report fails to evidence Substantial Progress in the Work as directed, defined and expected under **Exhibit B**. Further, the State may elect to terminate this Grant if the Grantee fails to complete Project Closeout within **three months** of completion of the Work. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subgrants/subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants/subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services.

D. Remedies Not Involving Termination

The State, at its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or

performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

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

A. State:

Chantal Unfug, Division Director
Division of Local Government
Colorado Department of Local Affairs
1313 Sherman Street, Room 521
Denver, Colorado 80203
Email: chantal.unfug@state.co.us

B. Grantee:

Roy McClung, Mayor
Town of Parachute
P. O. Box 100
Parachute, Colorado 81635
Email: n/a

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the exclusive property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative

works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

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

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

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

- a) Approval by Division Director
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of Exhibit B and the Principal Representative in §16.
- b) Approval by DOLA Controller
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).

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

iii. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.

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

vi. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

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

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

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

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

<p style="text-align: center;">GRANTEE TOWN OF PARACHUTE</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Bret Hillberry, State Grants Program Manager</p> <p>Date: _____</p>
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ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p>STATE CONTROLLER Robert Jaros, CPA</p> <p>By: _____ Janet Miks, CPA, Controller Delegate</p> <p>Date: _____</p>

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Town of Parachute will complete surveying and engineering for pedestrian connections.

2.2. Work Description. The Town of Parachute (Grantee) will complete surveying and engineering for approximately 2,300 lineal feet of pedestrian connections between the Town's two core commercial areas, bifurcated by I-70. This will include working with CDOT and the UP railroad to determine costs/permitting associated with widening the existing sidewalk on the bridge overpasses.

2.2.1.A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1.Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: professional architectural/engineering fees, RFP/bid advertisements, survey work, CDOT permit fees, and attorney's fees

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. split on a pro-rata basis between the State and Grantee

2.6.2. returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1."Architectural/Engineering Services" means professional architectural/engineering fees, RFP/bid advertisements, survey work, water/sewer testing fees, electrical inspection and testing fees, CDPHE permit fees, and attorney's fees.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is completion of the surveying and engineering necessary to construct pedestrian connections between the two core commercial areas in the Town of Parachute.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Parachute, Colorado.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation.

Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “Budget Proposal”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See **Exhibit E** for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Stuart McArthur, Town Manager (stuartmc@parachutecolorado.com), an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Architectural/Engineering Services	\$50,000	\$25,000	\$25,000	Grantee
Total	\$50,000	\$25,000	\$25,000	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$32,750	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$1,250	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$25,000	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

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

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF	Name of Grantee Town of Parachute	
Project Number: 8027	Name of Project Pedestrian Connection Survey & Engineering	
DESCRIPTION OF PROJECT:	The Town of Parachute will complete surveying and engineering for pedestrian connections.	
DLG Staff: Elyse Ackerman - Regional Manager (970) 248-7333 EA Leslie Hentze - Regional Assistant (970) 248-7313 LH		
MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...
Put Project out to bid.	Within 60 days of the Effective Date of this Grant Agreement.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.
		ACHIEVED: <u>MM/DD/20YY</u>
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.
		ACHIEVED: <u>MM/DD/20YY</u>
Contractor mobilization.	Within 120 days of the Effective Date of this Grant Agreement.	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.
		ACHIEVED: <u>MM/DD/20YY</u>
Project Completion. Provide copies of final drawings to DOLA.	July 31, 2016	Review past quarterly reports and review final report.
		ACHIEVED: <u>MM/DD/20YY</u>

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>3rd Quarter 2015 <u>4th Quarter 2015</u> 1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation shall consist of at least the following monitoring method:</p> <p>a) Question and answer sessions with the contractor to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review. Specifically, such sessions will determine if:</p> <p>i) A percentage of the surveying and engineering drawings and documents have been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B; and</p> <p>ii) The information contains enough depth and detail to provide options to the Town for making decisions regarding costs and permitting requirements associated with widening the existing sidewalk on bridge overpasses as described in Exhibit B.</p>	<p>(30 calendar days after each quarter):</p> <p>October 30, 2015 <u>January 30, 2016</u> April 30, 2016 July 30, 2016 October 29, 2016</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	October 30, 2015 <u>January 30, 2016</u> April 30, 2016 July 30, 2016 October 29, 2016	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	October 29, 2016	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G Form of Option Letter

Date: _____	Original Grant CMS #: _____	Option Letter # _____	CMS Routing # _____
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1) OPTIONS:

- a. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Line Item Adjustment (as defined in §4.4.2 of Exhibit B).
- b. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Budget Adjustment (as defined in §4.5.1 of Exhibit B).
- c. Option to issue a new Budget (§6.2 of Exhibit B) for acceptance of a True-Up Budget Proposal (as defined in §4.5.1.1 of Exhibit B).

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with §7(C)(i) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. **Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with §7(C)(ii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. **Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with §7(C)(iii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** ("Grantee"), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for §6.2 of Exhibit B. **Section 6.2 of Exhibit B** of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

<p>STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs</p> <hr/> <p>By: Irv Halter, Executive Director</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA

By: _____
 Janet Miks, CPA, Controller Delegate

Date: _____

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT (the "Agreement") is made and entered as of the date of the last signature hereto, by and between THE TOWN OF PARACHUTE, COLORADO (the "Town"), a Colorado home-rule municipal corporation, TELL'S MEADOW HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Colorado non-profit corporation, and ENERGY RESOURCES TECHNOLOGY LAND, INC. ("ERTL"), a Colorado corporation (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Association is the governing association for a subdivision located within the Town (hereinafter "Tell's Meadow"), which was developed in part by ERTL;

WHEREAS, the real property that is encompassed by Tell's Meadow is described and depicted on both the original and amended Tell's Meadow Subdivision Plat maps, recorded, respectfully, in the public records of Garfield County at Reception Nos. 309144 on November 7, 1980, (hereinafter "Original Plat," attached as Exhibit A) and 318791 on September 3, 1981 (hereinafter "Amended Plat," attached as Exhibit B);

WHEREAS, the Original Plat and Amended Plat dedicated certain rights-of-way for public use and the Town acknowledges fee title ownership of the same, including rights-of-way identified as Yarrow Circle and Wildrose Lane;

WHEREAS, the parties dispute ownership of the public improvements constructed on, upon and affixed to the real property underlying Yarrow Circle and Wildrose Lane, as well as the maintenance obligations for such improvements (the "Dispute");

WHEREAS, ultimately, the Dispute became the subject of Garfield County District Court Case No. 14CV30240 (the "Litigation"); and

WHEREAS, rather than further litigate this matter, the parties have agreed to settle this matter on the terms and conditions set forth in this Settlement Agreement.

NOW, THEREFORE, in consideration of the foregoing promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated by this reference.
2. Terms of Settlement.
 - a. The Town agrees to accept ownership of the public improvements constructed on and affixed to Yarrow Circle and Wildrose Lane, as depicted on the Amended Plat. To fully and finally effectuate such acceptance, the Association and ERTL shall each:

- i. Execute a Quitclaim Deed in the form attached as Exhibit C and D conveying whatever interest each may have in the real property underlying Yarrow Circle and Wildrose Lane (if any) to the Town, which the Town agrees to accept and record.
 - ii. Execute a Bill of Sale in the form attached as Exhibits E and F conveying whatever interest each may have in the public improvements constructed on and affixed to Yarrow Circle and Wildrose Lane (if any) to the Town, which the Town agrees to accept.
 - b. The parties agree that the Town has the legal authority to designate use(s) of the Yarrow Circle and Wildrose Lane in a manner consistent with the Town's standards and practices.
 - c. The Association and ERTL agree to pay to the Town in good funds \$1,000/each within fourteen (14) days of the execution of this Agreement. The Town may use such funds to conduct a geotechnical engineering analysis of the public improvements constructed on Yarrow Circle and Wildrose Lane.
 - d. The Town shall accept Yarrow Circle and Wildrose Lane into the Town's street system and shall maintain and repair them as required by law, and in a nondiscriminatory manner.
 - e. Except under laws of general applicability, the Town agrees that the Association and ERTL shall have no other liability or obligations related to Yarrow Circle, Wildrose Lane, the underlying real property, the improvements constructed on such property and/or the subject matter of this dispute.
 - f. All claims asserted in the Litigation shall be dismissed with prejudice, and each party shall pay their own attorney fees and costs.
3. Attorney's Fees and Costs. The parties agree that they shall each bear the cost of their attorney's fees except as otherwise provided herein. If any litigation is brought by the parties hereto in connection with a dispute over the terms or enforcement of obligations under this Agreement, the prevailing party in such litigation shall be entitled to recover from the losing party all costs, reasonable attorney's fees and other expenses incurred.
4. Notices. All notices to be given hereunder shall be in writing, and may be given, served or made by depositing the same in the United States mail properly addressed, postpaid and registered or certified with return receipt requested or by delivering the same in person to the said authorized representative of such party. Notice deposited in the mail in accordance with the provisions hereof shall be effective unless otherwise stated in this Agreement from and after the third day next following the date post-marked on the envelope containing such notice, or when actually received, whichever is earlier.

Town of Parachute.
218 E. Valley Rd., STE. 104-145
Carbondale, CO 81623

With cc to: Jeffrey J. Conklin, Esq.
Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
P.O. Drawer 2030
Glenwood Springs, CO 81602

Tell's Meadow
Homeowner's Association, Inc.
c/o Pat Fitzgerald
214 8th Street, Suite 209
Glenwood Springs, CO 81602

With cc to: Robert Gavrell, Esq.
Worrell . Durrett . Gavrell
818 Colorado Ave. / P.O. Box 1089
Glenwood Springs, CO 81602

ERTL

With cc to: Lew Harstead, Esq.
Johnson & Repucci, LLC
2521 Broadway, Suite A
Boulder, CO 80304

5. Binding Nature of Agreement. The parties understand and agree that the signing of this Agreement shall be forever binding upon them, their successors in interest, and those holding claims deriving from theirs, and no rescission, modification, or release of them from the terms of this Agreement will be made for any reason and this Agreement is intended to supersede and replace any prior Agreements.
6. Non-Transfer of Claims. The parties warrant and agree that they have neither assigned nor transferred any portion of their claim to any insurance company or other person or entity, and they agree that they will not hereafter assign or allow any assignment to any insurance company or other person or entity. Furthermore, the undersigned represent that they know of no subrogation interest, or interest by assignment, in this regard, of any insurance company or other person or entity, nor do they know of any assignment, transfer, subrogation interest, or any other interest in any other person or entity as the result of any conveyance or operation of law.
7. Further Assurances. The parties agree to fully cooperate and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the terms of this Agreement.
8. Entire Agreement. This Agreement shall constitute the entire understanding and agreement between the parties with regard to the matters set forth herein. There are no other promises, understandings, representation, warranties, covenants or agreements in relation thereto except as expressly set forth in this Agreement.
9. No Admission of Liability. The parties stipulate and agree that this Agreement does not constitute an admission of liability; that it does not constitute any factual or legal precedent whatsoever; and that it may not be used as evidence in any subsequent proceeding of any kind, except in an action alleging breach of this Agreement. Each

party has freely entered into this Agreement after consulting with their respective attorneys.

10. Supplements, Modifications, Amendments and Waiver. No supplement or amendment of this Agreement shall be binding unless executed in writing by each of the parties. The failure of the parties to this Agreement to enforce a term or condition of this Agreement does not constitute a waiver of the parties' remedies for any breach of this Agreement. The parties' waiver of one or more terms or conditions of this Agreement does not constitute a waiver of any other terms or conditions of this Agreement. No waiver shall be binding unless executed in writing.
11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Execution copies of this Agreement may be delivered by facsimile, or other electronic transmission including email and pdf images, and the parties hereto agree to accept and be bound by facsimile, email, pdf images, or electronic signatures hereto. This Agreement shall be binding upon the parties and upon their heirs, successors and assigns.
12. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provisions there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable and that shall not be more restrictive than the one severed herefrom.
13. Governing Law. The laws of the state of Colorado, both substantive and remedial, shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties hereunder. Venue shall be in the Garfield County District Court.

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

TOWN OF PARACHUTE

Mayor Roy McLung

ATTEST:

Town Clerk

TELL'S MEADOW SUBDIVISION

EXHIBIT

A

Scribbles

DATE FILED: December 19, 2014 2:15 PM
FILING ID: 2FDDIE7CFF396
CASE NUMBER: 2014CV30240

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned G.V.L. Partnership is the owner of that real property situated in the Town of Parachute, County of Garfield, State of Colorado and lying in a part of the S 1/2 of 1/4 of Section 13, Township 7 North, Range 40 West of the 6th P.M., as shown on the accompanying plat thereof, said property being more particularly described as follows:

Commencing at the SW Corner of the S 1/2 of said Section 13; thence S 00° 10' 22" E along the west line of the S 1/2 of said Section 13 a distance of 265.00 feet to the TRUE POINT OF BEGINNING; thence S 89° 12' 42" E 581.00 feet to a point on the centerline of the existing Parachute Creek; thence along said centerline of Parachute Creek by the following two (2) courses and distances: (1) S 89° 13' 31" E 123.44 feet; (2) S 76° 17' 18" E 61.93 feet; thence S 21° 15' 12" W 161.00 feet; thence S 45° 45' 20" E 282.30 feet to a point on the westerly limit of way of Evans Avenue; thence S 47° 26' 02" W along said westerly limit of way of Evans Avenue a distance of 163.63 feet to a point on the west line of the S 1/2 of said Section 13; thence W 00° 18' 22" W along said west line of the S 1/2 of Section 13 a distance of 1271.33 feet to the TRUE POINT OF BEGINNING, containing 13.111 acres.

That said owner has caused the said real property to be laid out and surveyed as Tell's Meadow Subdivision, a subdivision of a part of the Town of Parachute, County of Garfield, State of Colorado.

That said owner does hereby dedicate to the public all the streets, avenues and roads as shown on the accompanying plat hereon, and dedicates to the Public Utilities Users hereinafter of said real property which are labeled as private open space and utility easements on the accompanying plat as easements for the installation and maintenance of utilities, irrigation and drainage facilities, including but not limited to electric lines, gas lines, telephone lines, together with the right to lay, install, repair, replace, upgrade and maintain the personal right of ingress and egress for installation, maintenance and replacement of such lines. Such easements and rights shall be exercised in a reasonable and prudent manner.

The private open spaces designated as Tracts "A" thru "E" are hereby dedicated to the use of Tell's Meadow Home Owners Association, a Colorado "Not-For-Profit" Organization.

IN WITNESS WHEREOF the undersigned has caused this deed to be hereunto subscribed this 14th day of October, A.D., 1980.

G.V.L. Partnership

 John L. Armstrong, General Partner

STATE OF COLORADO)
)
 COUNTY OF GARFIELD)
)
 The foregoing instrument was acknowledged before me on this 14th day of October, A.D., 1980, by John L. Armstrong, General Partner of G.V.L. Partnership.
 My commission expires December 8, 1981. Witness my hand and official seal: Matthew W. Bennett
 Notary Public

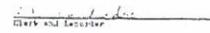
309149

NOTIFICATION

COUNTY CLERK AND REGISTERED CERTIFICATE

STATE OF COLORADO)
 COUNTY OF GARFIELD) ** 309149

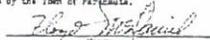
I hereby certify that this instrument was filed for record in my office at 11th o'clock A.M. this 14th day of October, A.D., 1980 and is duly recorded in Plat Book 1980 at Page 1124, Subsection 10.

 Clerk and Recorder  Deputy Page 2 of 2

PLANNING COMMISSION JUSTIFICATION

This plat approved by the Town of Parachute Planning and Zoning Commission this 11th day of October, A.D., 1980.
 Chairman

CITY COUNCIL CERTIFICATION

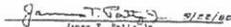
This plat approved by the Town Council of the Town of Parachute, Garfield County, Colorado this 11th day of October, A.D., 1980 for filing with the Clerk and Recorder of Garfield County and for submission to the Town of Parachute the public dedication shown hereon, subject to the provisions that approval in no way relieves the Town of Parachute of financing or construction of improvements on land, streets or easements dedicated to the public except as specifically agreed to by the Town of Parachute.
 Mayor

Witness my hand and seal of the Town of Parachute.



REGISTERED CERTIFICATE

I, James T. Pally, Jr., do hereby certify that I am a Registered Land Surveyor licensed under the laws of the State of Colorado, that this plat is a true, correct and complete map of Tell's Meadow Subdivision as shown, labeled, dedicated and shown hereon; that such plat was made from an accurate survey of said property and staked upon the ground in compliance with Colorado State Regulations governing the subdivision of land.


 James T. Pally, Jr.
 Registered Land Surveyor
 Colorado Registration No. 1016

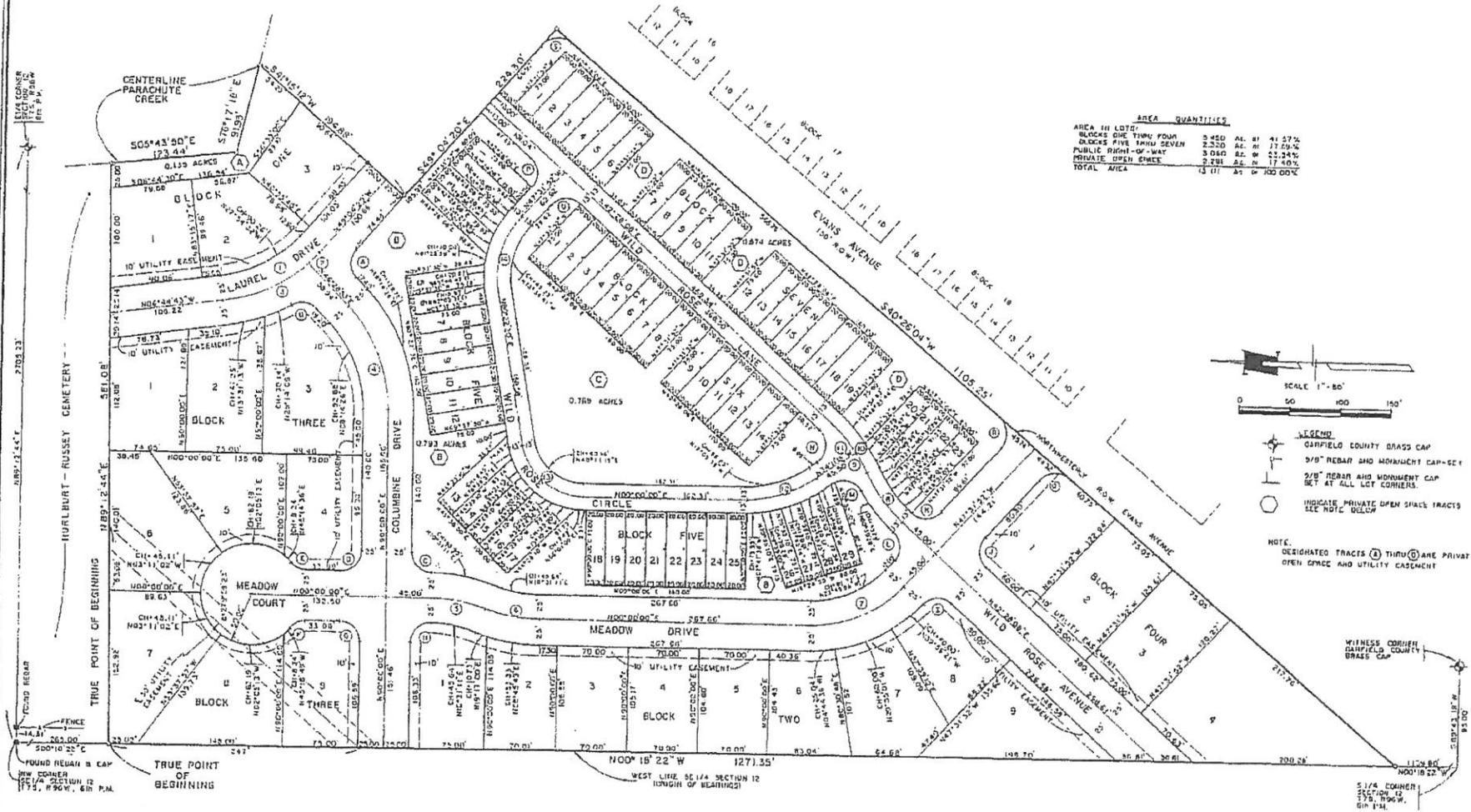
This plat approved by the Public Service Commission of Colorado, by Telly Stage on Oct 14 1980
 This plat approved by Mountain Bell, by Joseph I. Reynolds on Oct 14 1980

Approved for content and conformity with the accuracy of surveys, calculations or drafting. Pursuant to C.R.S. 1973, 30-51-110.
 By: Robert D. Harrison Date: Oct 14, 1980
 Garfield County Surveyor



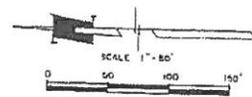
SHEET 1 OF 2
TELL'S MEADOW SUB'D.
 PARAGON ENGINEERING, INC.

TELL'S MEADOW SUBDIVISION



AREA QUANTITIES

AREA IN LOTS			
BLOCKS ONE THRU FOUR	3.450	Ac. #	41.57%
BLOCKS FIVE THRU SEVEN	2.350	Ac. #	17.59%
PUBLIC RIGHT-OF-WAY	3.040	Sq. Ft.	23.24%
PRIVATE OPEN SPACE	2.281	Ac. #	17.40%
TOTAL AREA	13.121	Ac. #	100.00%



- LEGEND**
- GARFIELD COUNTY BRASS CAP
 - ⊕ 3/8" REBAR AND MONUMENT CAP-SET
 - ⊕ 2/8" REBAR AND MONUMENT CAP SET AT ALL LOT CORNERS
 - INDICATE PRIVATE OPEN SPACE TRACTS SEE NOTE

NOTE:
 DESIGNATED TRACTS (1) THRU (6) ARE PRIVATE OPEN SPACE AND UTILITY EASEMENT

FOUND REBAR IN CAP
 NEW CORNER
 SECTION 12
 T1S, R30E, 6th P.M.

CENTRALLINE CURVE DATA

No.	Delta	Radius	Tangent	Length	Chord	Backsight	Sightsight
1	64°59'31"	150.00	119.11	119.11	164.31	N 71°55'12" W	N 82°04'48" E
2	65°37'10"	150.00	7.38	11.24	11.24	N 82°04'48" E	N 82°04'48" E
3	90°30'21"	150.00	46.80	96.21	81.00	N 82°04'48" E	W 89°59'51" W
4	41°01'00"	150.00	39.89	112.83	111.21	W 89°59'51" W	N 82°04'48" E
5	21°02'21"	150.00	27.82	55.08	53.77	N 82°04'48" E	N 82°04'48" E
6	21°02'21"	150.00	27.82	55.08	54.77	N 82°04'48" E	N 82°04'48" E
7	41°01'00"	150.00	39.89	112.83	101.85	N 82°04'48" E	N 82°04'48" E
8	21°12'56"	155.188	39.70	68.48	68.48	N 82°04'48" E	N 82°04'48" E
9	89°02'28"	155.188	11.24	22.63	22.63	N 82°04'48" E	N 82°04'48" E
10	21°12'56"	155.188	39.70	68.48	68.48	N 82°04'48" E	N 82°04'48" E
11	12°30'27"	155.188	18.13	30.10	28.02	N 82°04'48" E	N 82°04'48" E
12	23°11'16"	155.188	28.02	44.17	44.17	N 82°04'48" E	N 82°04'48" E
13	89°32'28"	68.48	50.00	84.17	71.52	N 82°04'48" E	N 82°04'48" E
14	57°08'34"	68.48	41.54	77.26	71.65	N 82°04'48" E	N 82°04'48" E

CURVE RETURN DATA

No.	Delta	Radius	Tangent	Length	Chord	Backsight	Sightsight
1	41°02'21"	20.00	16.81	28.18	26.81	N 82°04'48" E	N 82°04'48" E
2	16°38'24"	20.00	16.81	28.18	21.01	N 82°04'48" E	N 82°04'48" E
3	50°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
4	89°02'00"	20.00	20.00	31.42	18.49	N 82°04'48" E	N 82°04'48" E
5	89°52'41"	20.00	20.00	31.42	17.48	N 82°04'48" E	N 82°04'48" E
6	39°02'11"	20.00	16.81	28.18	20.29	N 82°04'48" E	N 82°04'48" E
7	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
8	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
9	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
10	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
11	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
12	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
13	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
14	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
15	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
16	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
17	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
18	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
19	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
20	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
21	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
22	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
23	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
24	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E
25	89°02'00"	20.00	20.00	31.42	28.29	N 82°04'48" E	N 82°04'48" E

ADJOINING TRACKS
 BLOCKS ONE THRU FOUR
 FRONT - 50'
 REAR - 15'
 SIDE - 7'
 BLOCKS FIVE THRU SIX
 FRONT - 20'
 REAR - 0'
 SIDE - 0'

309144-2

TELL'S MEADOW SUE

SHEET 2 OF 2

PHADON ENGINEERING, INC.

QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS THAT, Tell's Meadow Homeowners Association, Inc. (the "Association"), a Colorado non-profit corporation, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Town of Parachute, Colorado (the "Town"), its successors and assigns, forever, all the right, title, interest, claim and demand which the Association has in and to the following described real property located in the County of Garfield, State of Colorado:

The streets, roads, and rights-of-way identified as Yarrow Circle and Wildrose Lane on the Amended Plat attached Exhibit A.

IN WITNESS WHEREOF, executed this __ day of _____ 2015.

TELL'S MEADOW HOMEOWNERS ASSOCIATION, INC.

By: _____

As: _____

STATE OF _____)

) ss.

COUNTY OF _____)

Subscribed and sworn to before me this __ day of _____, 2015,
by _____.

Witness my hand and official seal.

My commission expires: _____.

(SEAL)

Notary Public



Town Council,

On behalf of the Board of Directors,
I wanted to express our thanks for
your generous contribution to River
Bridge. We are truly grateful for
your support.

Thank you!
Mark Thomas

Down of Parachute

Thank you for the wonderful
donation to help support
our Parachute Food Party
we are so grateful for the
support. Thank you again
Kumalo Springs