



**AGENDA**  
**TOWN OF PARACHUTE**  
**BOARD OF TRUSTEES REGULAR MEETING**  
**NOVEMBER 13, 2014**

**(A) ROLL CALL**

**(B) PLEDGE OF ALLEGIANCE**

**(C) CONSENT AGENDA**

- (1) APPROVAL OF MINUTES FROM THE:
  - SEPTEMBER 11, 2014 REGULAR MEETING
  - SEPTEMBER 25, 2014 SPECIAL MEETING
  - OCTOBER 9, 2014 REGULAR MEETING
- (2) APPROVAL OF OCTOBER 2014 EXPENDITURES

**(D) PUBLIC COMMENTS ON ITEMS NOT SUBJECT TO PUBLIC HEARING**

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.

**(E) PRESENTATION ON GARFIELD COUNTY RIFLE AIRPORT**

PRESENTER: BRIAN CONDIE, AIRPORT DIRECTOR

**(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
- Liquor License Renewal Application for a 3.2 off Premise Beer License
- Applicant: Swallow Oil Company
  - DBA: Parachute Grub & Scrub
  - Location: 28 Cardinal Way, Parachute, CO 81635-9747

*Integrity                  Respect                  Teamwork                  Pride                  Innovation                  Diversity*

- (4) Public Works Monthly Update.....Mark King, Director of Public Works  
(5) Code Enforcement Monthly Update.....Derek Wingfield, Community Development Specialist
- 

- (G) CONSIDERATION OF AND APPROVE MAYOR'S SIGNATURE ON AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND GARFIELD PUBLIC LIBRARY DISTRICT FOR THE TOWN TO PROVIDE SNOW REMOVAL SERVICES FOR THE LIBRARY BRANCH IN PARACHUTE.**

STAFF: STUART McARTHUR, TOWN MANAGER

---

- (H) CONSIDERATION OF AND APPROVE MAYOR'S SIGNATURE ON MEMORANDUM OF UNDERSTANDING BETWEEN TOWN OF PARACHUTE AND THE BUREAU OF LAND MANAGEMENT TO PARTICIPATE AS A COOPERATING AGENCY FOR THE PURPOSES OF COLLABORATIVE PLANNING AND PRODUCTION OF AN ENVIRONMENTAL IMPACT STATEMENT (EIS) FOR PREVIOUSLY ISSUED OIL AND GAS LEASES IN THE WHITERIVER NATIONAL FOREST.**

STAFF: STUART McARTHUR, TOWN MANAGER

---

- (I) BOARD APPROVAL OF RESOLUTION NO: 2014-24**

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, DESIGNATING THE DAYS AND TIMES FIXED FOR REGULAR MEETINGS OF THE PLANNING AND ZONING COMMISSION AND THE BOARD OF TRUSTEES. CORRECTING RESOLUTION NO. 2014-23.**

STAFF: STUART McARTHUR, TOWN MANAGER

---

- (J) BOARD APPROVAL OF RESOLUTION NO: 2014-25**

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE GRANT AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PARACHUTE PARK BOULEVARD RECONSTRUCTION PROJECT**

STAFF: STUART McARTHUR TOWN MANAGER

---

- (K) CONSIDERATION OF AND APPROVE TOWN MANAGER'S SIGNATURE ON A GRANT AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PARACHUTE PARK BOULEVARD RECONSTRUCTION PROJECT.**

STAFF: STUART McARTHUR, TOWN MANAGER

---

- (L) ACCEPT BID, CONSIDERATION OF, AND APPROVE MAYOR'S SIGNATURE ON AN AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND RPI CONSULTING LLC FOR THE PURPOSES OF PROVIDING PLANNING CONSULTING SERVICES TO PREPARE THE UPDATED COMPREHENSIVE PLAN FOR THE TOWN OF PARACHUTE.**
-

STAFF: STUART McARTHUR, TOWN MANAGER

---

- (M) **CONSIDERATION OF AND APPROVE MAYOR'S SIGNATURE AFTER THE FACT ON AN AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND XCEL PUBLIC SERVICE COMPANY OF COLORADO D/B/A XCEL ENERGY TO INSTALL LIGHTING ON CARDINAL WAY.**

STAFF: STUART McARTHUR, TOWN MANAGER

---

- (N) **BOARD APPROVAL OF RESOLUTION NO: 2014-26**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, CONFIRMING AND REAFFIRMING THAT CERTAIN STREET RIGHTS-OF-WAY CONTAINED WITHIN THE TELL'S MEADOW SUBDIVISION WERE DEDICATED TO THE TOWN OF PARACHUTE IN FEE SIMPLE AND ACCEPTED BY THE TOWN OF PARACHUTE**

STAFF: STUART McARTHUR, TOWN MANAGER  
ED SANDS, TOWN ATTORNEY

---

- (O) **BOARD APPROVAL OF ORDINANCE NO: 667**

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO AMENDING CHAPTER 11.08 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE UNLAWFUL POSSESSION OR CONSUMPTION OF ETHYL ALCOHOL OR MARIJUANA BY AN UNDERAGE PERSON; CONCERNING THE ILLEGAL POSSESSION OF MARIJUANA PARAPHERNALIA BY AN UNDERAGE PERSON; AND CONCERNING OPEN MARIJUANA CONTAINERS IN MOTOR VEHICLES.**

STAFF: STUART McARTHUR, TOWN MANAGER  
ED SANDS, TOWN ATTORNEY

---

- (P) **EXECUTIVE SESSION**

C.R.S. 24-6-402(4)(b), to confer with an attorney for the Town for the purposes of receiving legal advice on specific legal questions;

C.R.S. 24-6-402(4)(f), to discuss personnel matters.

---

- (Q) **CORRESPONDENCE / OTHER MATTERS**

- FROM KSUN RADIO THANKING THE TOWN FOR CONTRIBUTION OF \$300
  - FROM KSUN RADIO OUTLINING THEIR STATUS REGARDING REQUIREMENTS OF THE RADIO STATION SYSTEMS;
  - FROM CLEAN ENERGY ECONOMY FOR THE REGION (CLEER) THANKING THE TOWN FOR ITS PARTICIPATION IN THE ELECTRIC VEHICLE RALLY OF THE ROCKIES ON OCTOBER 3, 2014
-

**(R) MOTION TO ADJOURN**

---

*Integrity*

*Respect*

*Teamwork*

*Pride*

*Innovation*

*Diversity*

**TOWN OF PARACHUTE  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
September 11, 2014**

---

*At time to start the Board Meeting, a quorum did not exist. It was determined that Trustee Tom Rugaard was planning to attend, but would be late. Town Attorney Ed Sands informed the Board Members present that they could move forward with items on the agenda that did not require a quorum until Trustee Rugaard arrived.*

**TRUSTEES PRESENT:**

Timothy Olk, Tom Rugaard (arrived at 7:10 p.m.), John Yadloski

**BOARD ABSENT:**

Mayor Roy McClung, Trustee John Loschke

**STAFF PRESENT:**

Town Manager Stuart McArthur, Town Clerk Denise Chiaretta, Administrative Assistant Colleen Kyle, Public Works Director Mark King, Community Development Specialist Derek Wingfield, Town Attorney Ed Sands, Town Planner Davis Farrar

**STAFF ABSENT:**

Chief of Police Cary Parmenter

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

Juanita Satterfield - Grand Valley Parks Association

- Ms. Satterfield informed the Board the the Parks Association is the oldest non-affiliated non-profit in the area, and is in process of developing an Equine Events Center at the property on County Road 215. The property has been annexed into town, the Parks Association is in need of \$60,000 for final engineering and design to go forth; with that in place they would be more apt to be accepted for a grant. Ms. Satterfield requested to be included into town 2015 budget.

Dave Devanney - Coordinator for the visitor center introduced himself an gave the following update.

- The volunteers have had an active season. So far for the month of August there have been 7,000 people come thru our facility. Working on a plan to improve the facility a little bit. Appreciate town for the work on the parks and they look nice. There has been a little bit of use on the electric car station at rest area. So far in 2014, 1,900 volunteer hours, mostly

retired people from Battlement Mesa and Parachute have collected a little over \$300 in donations to help The Chamber offset expenses in retaining operation of that facility.

- Dave is also on the Board of LOVA Trails and they are developing a non-motorized trail from Glenwood Springs to DeBeque, Mesa County line. LOVA has requested financial assistance from Town of Parachute, as well as others, for help in developing those trails.
- Would also like to request as a member of the Grand Valley Parks Association, that the Board looks favorably on the request for monies in support of the Events Center. He thinks it would be economic boost for Town of Parachute and surrounding areas.

Town Attorney Ed Sands commented that we can carry out the Pledge of Allegiance, Departmental Reports, and the Fire Department presentation. Anything on the agenda that can be done without a quorum.

**(B) PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Juanita Williams proceeded with Pledge of Allegiance 6:42 p.m.

Town Manager Stuart McArthur announced that we will be having some Agenda changes. Items G – H and I are being deleted.

**(J) GRAND VALLEY FIRE PROTECTION DISTRICT:**

**Presentation: Wild Lands**

6:44 p.m. Fire Department Presentation by fire fighter Luke Halen of the Grand Valley Fire Protection District and Captain Bob Tipping, with fire fighters Tony Wade and Cody Reece. Gave presentation on fires and what we can do to prepare ourselves for occurrences.

Website [www.garco911.org](http://www.garco911.org) 970-625-8095 Garfield County Emergency Alert System  
<http://www.redcross.org/prepare/location/home>

- When calling 911 try to give clear information.
- Have an evacuation plan with friends and family with a meeting place. Also have an out of area contact.
- Medications, food, water, flashlight, copies of personal documents, cell phone and chargers maybe a little extra money.
- Contact the Fire District to come and get your home checked out on what you can do to make sure your home is safe from wildfires.

*7:05 p.m. Departmental Reports*

**(E) DEPARTMENTAL REPORTS:**

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

There were none

**(2) Administrative Monthly Update**

Stuart McArthur – Town Manager

- Financials will be out ASAP
- Derek Wingfield is working on website, looking to include the Chamber of Commerce
- Two meetings coming up in October the CML District Meeting held at Grand Valley Recreation Center 4:00-8:00 p.m. business meeting at 8:00 p.m. and social hour to follow, with Tom Jankovsky
- Joint meeting with County Commissioners on October 9<sup>th</sup> with dinner starting at 6:00 p.m. at conference room and meeting starting at 6:30 p.m. to 9:00 p.m.
- Oktoberfest is coming up October 4<sup>th</sup> at 2:00 p.m., Town Manager McArthur is seeking town support for the event. The activities include a portable zip line, live music, hamster balls, bump and jump, and most are adult friendly. Three radio stations will be advertising 7 times a day. The Chamber is putting on fireworks.

Town Manager Stuart McArthur suggested they call meeting to order as Trustee Tom Rugaard arrived.

*Meeting called to order at 7:11 p.m. by Mayor Pro Tem Juanita Williams*

**(A) ROLL CALL**

**(C) CONSENT AGENDA:**

- (1) APPROVAL OF MINUTES FROM THE AUGUST 14, 2014 MEETING**
- (2) APPROVAL OF AUGUST 2014 EXPENDITURES**

**MOTION NO. 1**

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

Motion passed unanimously.

Mayor Pro Tem Juanita Williams asked Town Manager Stuart McArthur to continue with his monthly update.

- Town Manager McArthur stated that the Town will be selling wristbands for the rides and various things to get into festival which will help recover some of the cost.
- Request to approve \$15,000 for Oktoberfest

**MOTION NO.2**

Moved and seconded by Trustees Rugaard/Olk to approve \$15,000 for Oktoberfest

Motion passed unanimously

**(3) Police Department Monthly Update**

Cary Parmenter - Chief

**(4) Public Works Monthly Update**

Mark King – Public Works Director

- Public Works Director King gave an update on Parachute Park Blvd. and stated that it's already dug out 2- 4 feet. Plan on ripping out rest of concrete on north side by end of the week. Meters still not installed due to rains and more leaks. Infrastructure meeting on Master Plan tomorrow.

**(5) Code Enforcement Update**

Derek Wingfield – Community Development Specialist

- Community Development Specialist Wingfield stated that there was a glitch with new the website but it's moving along.
- Oktoberfest - big event and have great support.
- Several building permits going on, and have a low income housing project in the works.

*10 minute break at 7:22pm by Pro Tem Juanita Williams  
Resume at 7:27*

**(F) APPOINT MARY C. ALLBEE (CANDY) TO THE PLANNING AND ZONING COMMISSION.**

**STAFF: S. DENISE CHIARETTA**

Moved and seconded by Trustees Rugaard/Olk to approve.

Motion passed unanimously.

**(K) PUBLIC HEARING CONTINUED FROM AUGUST 14, 2014 MEETING  
GRAND VIEW INDUSTRIAL CENTER PUD**

**STAFF: DAVIS FARRAR, TOWN PLANNER**

*Called to order 7:28 p.m.*

Town Attorney Ed Sands one month ago, made changes to documents accordingly, PUD development agreement, current uses for future uses. Declaration of covenants restrictions, for the ordinance will officially zone this and adopt PUD guide for this review. Are there any questions for applicant or public? There were none.

*Closed the public hearing 7:33 p.m.*

Town Attorney Ed Sands suggested motion to approve development agreement.

**MOTION NO. 4**

Moved and seconded by Trustees Yadloski/Rugaard to approve PUD Agreement.

Motion passed unanimously.

**(L) BOARD CONSIDERATION OF ORDINANCE NO. 675  
AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO,  
AMENDING THE ZONE DISTRICT MAP OF THE TOWN OF  
PARACHUTE BY APPROVING AN INDUSTRIAL PLANNED UNIT**

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

**MOTION NO. 5**

Moved and seconded by Trustees Rugaard/Olk to approve Ordinance No. 675.

Motion passed unanimously.

*Open Pubic Hearing to Order 7:36 p.m.*

**(M) LAND USE APPLICATION:**

<b>APPLICANT :</b>	<b>URSA OPERATING COMPANY, LLC</b>
<b>PROJECT NAME:</b>	<b>TOMPKINS PAD</b>
<b>LOCATION:</b>	<b>TOMPKINS PROPERTY 269 COUNTY ROAD 309 PARACHUTE, CO 81635</b>
<b>LEGAL DESCRIPTION:</b>	<b>INCLUDED IN PACKET</b>
<b>STAFF:</b>	<b>MARK AUSTIN, TOWN ENGINEER</b>

Robert Bleil, Regulatory Manager for Ursa 792 Buckhorn Drive, Rifle, CO

Requested by Town Engineer Mark Austin for applicant to do their presentation first.

Anna Smith, Bruce Smith Project Hydraulic Study, started working with MA in May for a permit to put in well pad. Want to make sure addressing towns concerns, lots of information in study area. As well as 11 other well pads within the area.

-Phase 1: Construction

-Phase II: Drilling would be 5-6 days to drill well and 7 days for completion. Mr. Tompkins is 140 feet deep and on south end of pad. Cement casing 1,700 deep regulations require 50 feet above and 50 feet below.

-Phase III: Completions - basically baker/completion tanks for approximately 30-45 days.

-Phase IV: Production - Bentonite Clay Liner on pad surface, contains 100%, over designed due to close proximity of springs. Was there another place to put well site,

answer is no, cannot get minerals they need.

- 
- Ursa funded study by Western Water Land, it was independent and did not have any influence, Ursa has put in \$50,000 towards the study.
  - Bentonite liner is actually incorporated into soil where plastic liners don't work. Suggestions from Town Engineer Mark Austin and Public Works Director Mark King that we are making sure sediment controls are put in place prior to construction.
  - Have own onsite inspector and checked every two weeks, JSA's, additional inspections and can show all results to us.
  - Water baseline sampling at 20 and 40 day intervals versus 90 day interval. Focus on prevention, emergency response plans, flow line testing, groundwater sampling, monthly inspections. Results provided to landowner will also be provided to Town of Parachute.
  - Have to report and track all spills internally.
  - If you have a spill of 1 barrel or more it has to be reported. No waste or spill material at any site, will be removed.
- 

Town Attorney Sands asked what kinds of precautions can be done if there is a spill? Robert Bleil again stated that bentonite liners add a high level protection and response time is within 2-3 hours. There is solid welded pipe using heavier liner, burms around tanks and elevating them. Information is all accessible to Town, as well as copies of reports. Ursa was looking to start September 1 of this year but okay to start October 1, 2014. Want to get it done before it snows. Build time is 5-6 weeks.

Mayor Pro Tem Williams asked are they below the springs? Town Engineer Mark Austin stated they are 950 feet above the springs, Mayor Pro Tem Williams worried that once they start to drill the springs go away.

Robert Bleil responded that in all of his drills there has not been any with the situation where the water would escape. Potential is virtually none.

Trustee Yadloski commented that he is nervous about any drilling i being done near our springs, the Town has done lots of things to protect and improve our springs. It would only take one mistake and we could lose the water in the springs and added he would like to have some sort of WARNING if something happens.

Robert Bleil of Ursa informed the Board that technology today is much better today than in previous years. Will be proposing using geo-probes and placing them but wants to focus on

prevention. Trustee Rugaard wants to make sure we have some capability of having a system in place either with a sensor or something else.

Conditions of Approval:

1. Required to submit a simplified list of inspections, reports, frequencies and how they will be provided to us.
2. Want to see them more frequently than what is required.
3. Emergency notification to us and fire department.
4. Don't just rely on state of Colorado, come directly to us with the inspections as well as going to state, possibly have someone able to read those.
5. Require operators to cover costs and to understand this stuff.
6. Only have rights since water shed ordinance has passed since 2004.
7. State law allows us to issue regulations/permits in our watershed, one of few where municipalities has say where it comes to oil and gas regulations.
8. Receive copy of plans from URSA from state regulations, notifications for baseline water sampling, public water supply sampling, frequency and recording of such. Information can be shared with the town, so we really know what is going on.
9. Something in writing as to these areas for ours and their protection.
10. Need to be carefully worded and make company wait another month till next meeting and hash out exact language.
11. Access all monitoring to what is being doing, and applicant to pay costs and hopefully share costs with other drillers that are already there.
12. Whatever we can do long term and to get other drillers to help with that cost as well.
13. Provide a list of all inspections cycle reports and frequencies, they never stop monitoring. Information being shared with town and operator paying reasonable costs to someone that is able to read and understand reports.
14. Copy of prevention plan and notifying us directly.
15. Robert Bleil of URSA - require that conditions of approval be set forth, that they come to us as the town.
16. Town Attorney Ed Sands - urge to take advantage of this.
17. Mayor Pro Tem Williams - Is it possible to approve tonight subject to conditions, per Town Engineer Mark Austin, to come up with wording to that?
18. This would be just with URSA the others would be good agenda item for future agenda.

Need to come up with an emergency plan for the Town of Parachute for future. Needs to be discussed and put forth in a work session.

*Close public hearing and come up with suitable language for conditions*

**MOTION NO. 6**

Moved and seconded by Trustees Rugaard/Olk to move to approve permit with conditions.

Motion passed unanimously.

**(N) AWARD CONTRACT FOR SOLID WASTE REMOVAL:**

**BIDS:           DEPENDABLE WASTE (Dependable Waste is the only bid)**

**STAFF:        S. DENISE CHIARETTA, TOWN CLERK**

Town Clerk Chiaretta informed the Board that the cost to the Town will remain the same.

Approve with staff filling in blanks.

**MOTION NO. 7**

Moved and seconded by Trustees Rugaard/Yadloski to award contract to Dependable Waste.

Motion passed unanimously.

**(O) DISCUSSION 2015 PRELIMINARY BUDGET**

**STAFF:        STUART MCARTHUR, TOWN MANAGER**

Town Manager McArthur told the Board he would like to have budget workshop, Thursday, September 25 at 7:30 p.m. be good for everyone.

**(P) OTHER MATTERS:**

**LETTERS OF INTEREST FOR BOARD REVIEW**

Town Clerk Denise Chiaretta presented letters of interest from Norman Feck and Jean Ford.

Will have interested persons present at next Board Meeting to be interviewed by Board.

**MOTION NO. 8**

Moved and seconded by Trustees Rugaard/Olk to go into executive session.

Motion passed unanimously.

*Into Executive Session 9:33 p.m.*

*Out of Executive Session 10:05 p.m.*

**THANK YOU LETTER:  
CAROL AND STUART MCARTHUR**

---

*Meeting adjourned at 10:06 p.m.*

---

Mayor

---

Town Clerk

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

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

**TOWN OF PARACHUTE  
BOARD OF TRUSTEES  
MINUTES OF SPECIAL MEETING  
September 25, 2014**

---

*Meeting called to order at 6:37 p.m. by Mayor Roy McClung*

**ACTION MINUTES:**

**(A) ROLL CALL**

**TRUSTEES PRESENT:**

John Yadloski, Juanita Williams, Timothy Olk, Tom Rugaard

**TRUSTEES ABSENT:**

John Loschke

**STAFF PRESENT:**

Town Manager Stuart McArthur, Town Clerk Denise Chiaretta, Administrative Assistant Colleen Kyle, Public Works Director Mark King, Police Chief Cary Parmenter, Town Engineer Mark Austin

**STAFF ABSENT:**

Community Development Specialist Derek Wingfield, Town Attorney Ed Sands

**(B) PLEDGE OF ALLEGIANCE**

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

None present

**(D) CONSIDER CONDITIONS OF APPROVAL FOR WATERSHED PERMIT FOR  
URSA OPERATING COMPANY LLC**

**STAFF: MARK AUSTIN, TOWN ENGINEER**

Last meeting several items that were to be approved.

First condition: Ursa will implement the Best Management Practices (BMP's) as outlined in their Watershed Permit Application - No disagreement.

Second condition: Well pad grading such that the facility will be a "no discharge" facility - Ursa in agreement.

Third condition: Any onsite retention of runoff from the pad that shows a sheen or other type of contamination will be removed within 24-hours from the pond – Ursa in agreement but follow-up comments on that particular item.

Fourth condition: Install a minimum 4-inch thick bentonite clay liner over the entire well pad area, including the onsite stormwater retention pond. Ursa in agreement.

Fifth condition: Install up-gradient and down gradient monitoring wells at the padsite. The specific number of monitoring wells and specific location will be defined by Bruce Smith of Western Water and Land (WWL). In general agreement but follow up, Bruce Smith technical expert to oversee.

Sixth condition: Western Water and Land, Inc. (WWE) will provide a detailed monitoring well sampling and analysis plan acceptable to the Town of Parachute - Ursa in agreement but few items to follow up.

Seventh condition: Install Leak Detection systems on long term production tanks and pipe for produce water, condensate, or other producing fluids or hydrocarbons as suggested by the WWL report – Ursa in general agreement but possible additional language.

Eighth condition: Provide automated Spring Water Quality Monitoring to include monitoring of specific conductance, volatile organic gas detection, dissolved volatile organic compounds, and /or total petroleum hydrocarbons. The Town of Parachute will allow a 10-year cost recovery for the equipment installation for future watershed permit applications or modifications within the watershed basin as defined by the WWE report – Some discussion on this item.

Ninth condition: Fluid and Chemical Storage secondary containment shall be provided with at least 110% of the largest vessel plus a maximum 24-hour precipitation event. Chemicals shall be stored onsite only during temporary operations and as absolutely needed for operations. If stored onsite, chemicals shall be stored in approved containers with secondary containment measures and inspected at least on a monthly basis and after large storm events. Tank fluid levels shall be managed such that there is no danger for levels to overtop or pressurize tanks – Ursa in agreement but will hear more on that.

Tenth condition: The operator shall notify the Town of Parachute Administrator a minimum of 24 hours in advance if any of the following items occur: (1) Any new facility or structure is being constructed at the facility, including future well installations or rework; (2) A schedule of construction activities for earthwork / pad construction, drilling, completion, production, etc. (3) Notification when chemicals are used or stored on the pad, (4) Immediate notification of any spill or discharge of any kind from the well pad and associated stormwater retention basin.

Eleventh condition: Longer term compliance monitoring and observation costs associated with this project that may be incurred by the Town of Parachute or their designated representative. Costs for the well pad construction observation should not exceed \$5,000 unless otherwise agreed to in writing with Ursa.

Needs to further clarify some of the issues outlined in letter.

Robert Bleil stated that terminology is key:

- #1 – Agree and want to make sure that everything in permit is good.
- #2 – No issue.
- #3 – No issue – as worded okay but will be doing it at 50%.
- #4 – no problem.
- #5 – Have to monitor Tompkins well already but will also do ours, adding separate plan for that location.
- #7 - Rewording want to be real clear and will be following their rules on everything that needs to be done.
- #8 – Only one with concern – Bruce asked to clarify to put in whole system shouldn't be just their responsibility and putting in \$15,000 how do we put in partnership with others in area? Encana, WPX, Laramie Energy II, Bartlett, Entero those are the holders of 11 pads within study area. Something that needs to be done possibly in next month put everyone in same room and form a partnership.
- #9 – Again terminology issue and put proposal before everyone.
- #10 – Not opposing but try to sync these requirements together.

In addition to conditions and approval:

- Lots of things that are standard practices this is just about 25% of what they will be doing for environmental protection. Did ask Bruce Smith that study was done independently, and not just for Ursa.
- Town Engineer Mark Austin - \$5,000 in funds towards having someone there for a majority of the time.
- Appropriate that we have an expert to make sure it is done correctly, we need to have a representative there.
- Robert Bleil suggested that we will be getting notice and it will only take about 5 days. Possibly have staff down by our springs to see if any conditions change.
- Public Works Director Mark King remarked that our springs are inspected daily.
- Approve Ursa wording or Mark Austin recommended wording.
- The Town wants to make sure they are notified before anything is done. Particularly with construction, and be notified of drilling or actions within 24 hours.
- Contact Town of Parachute, Police Department, Fire Department.

### **MOTION NO. 1**

Moved and seconded by Trustees Williams/Olk to consider conditions of approval for watershed permit for URSA Operating LLC.

Motion passed unanimously.

### **(E) DISCUSSION OF 2015 PRELIMINARY BUDGET**

**STAFF: STUART MCARTHUR, TOWN MANAGER**

Town Manager McArthur reviewed the preliminary budget for the Trustees.

The proposed budget will be before the Board at the October 9<sup>th</sup> meeting.

**Motion No. 2**

Motion to adjourn by Trustees Williams/Olk.

---

*Meeting adjourned at 7:58 p.m.*

---

Mayor

---

Town Clerk

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

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

**TOWN OF PARACHUTE  
BOARD OF TRUSTEES  
MINUTES OF REGULAR MEETING  
October 9, 2014**

---

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

**ACTION MINUTES:**

**(A) ROLL CALL**

**TRUSTEES PRESENT:**

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

**STAFF PRESENT:**

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

**STAFF ABSENT:**

Town Attorney Ed Sands

**(B) PLEDGE OF ALLEGIANCE**

**(C) CONSENT AGENDA:**

**MINUTES FROM THE SEPTEMBER REGULAR AND SPECIAL  
MEETINGS WILL BE PRESENTED AT THE NOVEMBER 13<sup>TH</sup>  
BOARD MEETING.**

**(1) EXPENDITURES FROM SEPTEMBER**

**MOTION NO. 1:**

Moved and seconded by Trustees Rugaard/Olk to approve September expenditures.

Motion passed unanimously.

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

Mary Lee Mohrlang – Battlement Mesa, CO

Mary Lee informed the Board of expansion of KSUN Radio Station by:

- Step 1 – Improving equipment
- Step 2 – Survey with FCC attorney to reach more clearly to Rifle, and up valley
- Step 3 - To move tower equipment

Garfield County Commissioners gave \$5,000 towards commitment, Town of Parachute \$300. Mary Lee is asking for \$1,000 commitment from Town of Parachute.

Judith Hayward, Parachute, CO

- Ms. Hayward thanked the Town for work that has occurred in parks and wants to publicly thank Danny Garcia whom was hired part time and the Public Works Department for the big improvement it has made in the looks of our town.

Keith Lammey, Battlement Mesa, CO

- Representing Battlement Mesa Services Association wants to thank the Town for cleaning up the road going up 300 Road to Battlement Mesa.

**(E) APPOINT BOARD MEMBER FROM LETTERS OF INTEREST:**

**Linda J. Ford**

**Norman Feck**

**Michael C. Berry**

**STAFF: S. DENISE CHIARETTA**

Trustee Loshke – Wanted candidates to introduce themselves and say a few words. Candidates all commented about Town and their interest in making decisions that will affect the future here and surrounding area.

Town Clerk Chiaretta stated that a motion is needed to nominate a candidate, and if anyone would like to ask questions of any of them.

**MOTION NO. 2:**

Moved and seconded by Trustees Loschke/Olk to nominate Norman Feck as Trustee.

Motion passed unanimously.

**(F) SWEAR-IN NEW BOARD MEMBER**

**STAFF: S. DENISE CHIARETTA**

Norman Feck was sworn in by Town Clerk Denise Chiaretta

**(G) JOINT MEETING WITH GARFIELD BOARD OF COUNTY COMMISSIONERS:**

**Roll Call**

Commissioners Tom Jankovsky, John Martin, Mike Samson

**In Attendance**

Andrew Gorgey- Garfield County Manager, Kevin Batchelder – Garfield County Deputy County Manager, Frank Hutfless – Garfield County Attorney, Jean Alberico – Garfield County Clerk & Recorder

**ITEMS FOR DISCUSSION JOINT WORK SESSION:**

**1. ELECTED OFFICIALS:**

**a. TOM JANKOVSKY, GARFIELD COUNTY COMMISSIONER**

**i. To consider authorizing the Chair to sign a resolution supporting a fair and equitable solution for the settlement of the Roan Plateau litigation – Commissioner Tom Jankovsky and Fred Jarman.**

Commissioner Samson

- Commissioner Samson stated that a Federal Mineral Lease grant was given for the I pads that the Town Board is using today.
- Commissioner Samson comments concerning the Roan Plateau Litigation: Cancellation of leases is only for some of Bill Barrett’s leases on top of Roan Plateau, and that settlement will be included as one of alternatives by BLM of which Garfield County is an agency. Lands could be leased out again. This cancellation of some of Bill Barrett’s leases is not going to affect future leases.

*Motion to approve resolution supporting opportunity for settlement of Roan Plateau Litigation and planned budget by State of Colorado.*

*Motion passed unanimously.*

**2. BRIDGE OVER COLORADO RIVER (County Road 300)**

Mayor McClung and Board discussing items with County Commissioners –

- CR 300 main artery between Parachute and Battlement Mesa, road is inadequate for growth. Possibly thinking about improvement on bridge between the two. Bridge was scheduled to be enlarged or widened, possibly 2<sup>nd</sup> bridge. Chairman Martin asked how much can the county afford to put towards project? And matter should be discussed with CDOT as well. Need to start planning and budgeting. Would the Town of Parachute be interested in annexing the improved bridge into Town?

### **3. WEST INTERCHANGE – Loop from Battlement Mesa to West Parachute Interchange**

- Una bridge as well as old road that goes to Rulison. \$5 million improvement project at present.
- Would like to have a safe thorough fair in and out of Battlement Mesa, it would take a tremendous amount of pressure off of the County Road 300 bridge.
- The Town received a grant to update the Master Plan, and need to address that.

### **4. SENIOR CENTER**

- Currently being used as a church.
- Possibly use for meetings and whatnot and making a piece of our community, get opinion of town and sit down and get ideas.
- Judith Hayward, Parachute, CO – Received a phone call from Western Colorado Community Foundation, they had received a significant gift that would be earmarked towards the Parachute Senior Center.
- Garfield County Manager Gorgey to be in touch with Town Manager McArthur and get together some recommendations and have a sit down to discuss what can be done.

### **5. COUNTY ROAD 215**

- Artery going north of town, servicing oil/gas, and a few ranches.
- County Road begins where CDOT stops. It is in the towns interest to make sure that road is maintained.
- The road has had a few issues with improvements, the county has substantial dollars held back for improvements, from Parachute to Garden Gulch.
- Judith Hayward commented that they have been working with Colorado Tourism and one of the tours is encouraging folks to use County Road 215.

### **6. COUNTY APPROVALS OF DEVELOPMENT OUTSIDE TOWN OF PARACHUTE TOWN LIMITS**

- Mayor McClung stated that we are trying to improve image of town, would like to have more say of what our town looks like.
- Garfield County Manager Gorgey – County Road Bridge, biggest issues are drainage.
- \$90,000 drainage improvement which includes improvement to surface.
- Comprehensive plan and grant received from DOLA to update Comprehensive Plan. Commission has adopted their comprehensive plan for the entire county and in every city/town there is an urban growth area and boundary. They of course have final vote. As economy improves development will increase and one feeds the other.

Commissioner Samson –

- Board and School District need to enter into discussions to get transportation to come down on a daily basis, explore that and see what we can do. Maybe there are DOLA funds available for that.
- Maybe start out with community questionnaire on public transportation between Parachute and Battlement Mesa.
- We as Commissioners have been very good to communities, and have come to conclusion that times are getting tougher and revenues aren't there. Are encouraging municipalities, school districts to go to federal mineral lease and apply for funds. We have given away millions of dollars, and aren't going to be able to help out as much as in the past.
- Garfield County Manager stated that 7.7 million dollars through Federal Mineral Lease District have been granted to date, total actually around 10 million, 1 million per municipality. About 20 million at the end of this year that county will have directly invested in public infrastructure in municipalities.

Chairman Martin speaking on easements on to Federal Lands –

- Access to public lands, right of ways reserved for public, for established routes.
- Not try invade anyone, just trying to protect citizens now and in future.
- Working with each and every property owner and citizen and going to record access for future generations.
- Want to make sure of preservation of passage.

*Meeting ended at 7:52 p.m.*

**(H) WILLIAMS PRESENTATION REGARDING MITIGATION OF THE SPILL:**

**PRESENTED BY: MICHELE SWANER out of Salt Lake City, UT**

Pat McCown – Operations Manager

- Gave an update and progress report

- Successful ongoing mitigation of site
- No Benzene in creek since August 2013
- September 22, 2014 EPA lifted it's UAO
- We will continue to test groundwater and monitor per CDPHE consent order
- Substantial progress in cleanup of site
- Currently 4 remediation systems in place
- Will continue with same resources/expertise and talk to Town and stay on project till it's cleaned up
- How much longer do they have to clean up? Probably another year or more, cleanup has been very successful.

Mayor McClung asked if Pat McCown of Williams could get together with Town Manager McArthur and set up meeting when Board or representative of the Town can get together and go to facilities and tour before the snow flies.

*Public Hearing called to order 8:14 p.m.*

**(I) PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES FOR RE-ZONING:**

**APPLICANT/ OWNER:** B & V DEVELOPER, LLP  
**ADDRESS:** 259 COUNTY ROAD 320  
RIFLE, CO 81650  
**PROJECT NAME:** SPRING LAKE ESTATES RE-ZONE  
**PROJECT LOCATION:** SPRING LAKE ESTATES, PARACHUTE, CO  
**LEGAL DESCRIPTION:** SECTION; 7, TOWNSHIP; 7 RANGE 95,  
SUBDIVISION: SPRING LAKE ESTATES,  
PHASE II LOTS: 18, 19, AND 20.  
A RE-SUB OF LOTS 1, 2 & 3, SEC A; LOTS 1,  
2, & 3, SEC D; LOT 1, SEC B; & LOTS 1-A 7 3,  
SEC C

Mayor McClung asked if there was proof of publication and proof of certified mailing? Town Clerk Chiaretta replied there was. Mayor McClung asked if all fees were paid and Town Clerk Chiaretta stated they were.

Town Planner Davis Farrar gave the staff report:

Property has remained unused for 10 years and noted the following items:

- Compatibility within zone districts. Commercial zoning on this property would offer opportunity and greater variety of options available to them, such as a grocery store.
- Impacts on air and water – this is simply a zone change. Lack of demand for housing, offers opportunity on property. Need for rezone makes sense.

Planning commission looked at application moved to forward to the Board for approval with no conditions.

Applicants Ted Vaughn and partner Scott Brynildson representing B&V Developers, are asking for a change in zoning on Lots 18 - 19 – 20 to service commercial.

Mayor McClung stated that suggested findings be reflected in minutes.

**SUGGESTED FINDINGS:**

1. That the application was found consistent with the requirements of the Town of Parachute *Land Use Regulations (3-1-07)*.
2. That adjacent property owners were properly notified by certified mail, consistent with the requirements of the Town of Parachute *Land Use Regulations (3-1-07)*.
3. That Notice of Public Hearing was published, consistent with the requirements of the Town of Parachute *Land Use Regulations (3-1-07)*.
4. That the Public Hearing before the Board of Trustees give consideration to concerns expressed by adjacent property owners and other interested parties.
5. That the Board of Trustees give consideration to the needs of the applicant.
6. That the Board of Trustees review this application utilizing the criteria set forth in the Town of Parachute *Land Use Regulations (3-1-07)*.

*Close public hearing*

**(J) BOARD APPROVAL OF ORD. NO. 676**

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING THE ZONE DISTRICT MAP OF THE TOWN OF PARACHUTE BY REZONING CERTAIN PROPERTY DESCRIBED AS LOTS 18, 19 AND 20, SPRING LAKE ESTATES-PHASE II WITH IN THE TOWN OF PARACHUTE, COLORADO.**

**MOTION NO. 3:**

Moved and seconded by Trustees Rugaard/Loshke to approve Ord. No. 676

Motion passed unanimously.

**(K) REQUEST BOARD APPROVAL OF MAYOR'S SIGNATURE ON AN AGREEMENT WITH STEVEN A. NOFZIGER FOR THE PROCESSING AND SALE OF ABANDONED VEHICLES.**

**STAFF: CARY PARMENTER**

- Chief Parmenter explained to the Board that the contract with Mr. Nofziger would help sale abandoned or towed cars would be \$100 per car for the Police Department.
- We should recover cost after tow bill and most are not really worth what storage fees are.

**MOTION NO. 4:**

Moved and seconded by Trustees Loschke/Yadloski to approve Mayors Signature on contract.

Motion passed unanimously.

**(L) DISCUSSION 2015 PROPOSED BUDGET**

**STAFF: STUART MCARTHUR, TOWN MANAGER**

Needs to be available to public on October 15, 2014.

**(M) DEPARTMENTAL REPORTS:**

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

- Mayor McClung wanted to thank everyone that worked on Oktoberfest, everyone still talking about it a week later. Wayne Clark commented to Town Clerk Chiretta that it was great and tell everyone at the Town Thanks.
- Community Development Specialist Wingfield commented that there are no numbers as of yet as to how many people attended, but estimated that there were 1,300 to 1,500.
- Passed Fruita Fall Fest and Ouray, very family friendly.
- Should recover at least half of investment.
- Trustee Rugaard would like to possibly help out our booster program for the schools and get more town participation and support. Mayor McClung asking Town Manager McArthur to maybe get together ideas between school district and town to see what we can do to come up with something.
- Trustee Rugaard noted they are scholastically Grand Valley is the number one ranked school.

- Tuesday night at 7:00 p.m. on November 12<sup>th</sup> at the Rec Center will be meeting on Bond issue and mill levy increase.

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

- Sales tax down – checking into that.
- Electric vehicle rally, hit national news, putting Parachute in different light.

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

- Bear activity still around.
- New officer Alex Graham – finding notch in department.

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

- Parachute Park Blvd repair is well, if things move along well will be doing asphalt in about 5 days.
- Fixed irrigation leak that came up underneath Parachute Park Blvd, but otherwise all good.

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

- Community Development Specialist Wingfield informed the Board that he spent most of September working on Oktoberfest.
- Community Development Specialist Wingfield will serve one public nuisance shortly.
- 3 building permits went out this week.
- Still working on website and ironing out things.

**(N) CORRESPONDENCE:**

**PUBLIC NOTICES GARFIELD COUNTY**

**The Puckett Land Co. has applied to Garfield County Director of Community Development, to request a Land Use Change Permit to allow an Injection Well, Small to be located on the subject property**

located on the subject property located in the County of Garfield, State of Colorado

WPX Energy Rocky Mountain, LLC, has applied to the Board of County Commissioners, Garfield County, State of Colorado, to request approval of a Land Use Change Permit on a property situated in the County of Garfield, State of Colorado

(P) OTHER MATTERS:

THANK YOU:

Battlement Mesa Service Association, Movies under the Stars

Grand Valley Leadership Class of 2016 for Helping Make Homecoming a Success

Note from of John Sidey and Picture of his jump

**Motion No. 5**

Moved and seconded by Trustees Rugard/Olk to adjourn.

*Meeting adjourned at 9:01 p.m.*

---

Mayor

---

Town Clerk

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

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

DRAFT

Payee or Description	Date	Check Number	Check Amount
Payfles Health Hub CDM Ref. # 25	10/6/2014	1	\$399.85
HealthHub Flex CDM Ref. # 26	10/14/2014	2	\$255.78
Paylocity Oct. 15 Payroll Liabilities	10/31/2014	3	\$4,436.46
Paylocity Oct. 15 Payroll Liabilities	10/31/2014	4	\$4,072.84
Paylocity Oct. 15 Payroll Liabilities	10/31/2014	6	\$1,386.00
Paylocity Oct. 15 Payroll Liabilities	10/31/2014	8	\$2.88
PAYFLEX HEALTH HUB CDM REF. # 27	10/20/2014	10	\$5,676.54
Payflex Health Hub CDM Ref. # 28	10/27/2014	11	\$284.99
DDP Paylocity 10/15 Payroll	10/15/2014	12	\$30,603.88
State of Colorado HUTF	10/31/2014	13	\$4,217.82
Wells Fargo - A/W Credit Card Machine Fees	10/10/2014	14	\$272.76
Paylocity 10/31 Payroll	10/31/2014	15	\$28,818.16
Paylocity 10/31 Payroll Liabilities	10/31/2014	16	\$9,401.05
Paylocity 10/15 Billing	10/15/2014	17	\$96.00
Paylocity 10/30 Billing	10/15/2014	18	\$125.00
Paylocity Add'l Colorado Unemployment	10/15/2014	19	\$623.63
Utilities Return Item	10/27/2014	20	\$275.62
BLACK TIMBER	10/2/2014	19230	\$500.00
CLARKS MARKET	10/2/2014	19231	\$1,350.00
TOWN OF PARACHUTE	10/3/2014	19232	\$300.00
JOHN E. REID & ASSOCIATES, INC.	10/27/2014	19233	\$580.00
A-1 COLLECTION AGENCY, LLC	10/1/2014	19309	\$1,040.00
AFLAC	10/1/2014	19310	\$803.70
ALEXANDER GRAHAM	10/1/2014	19311	\$53.77
ANDREW SIDENER	10/1/2014	19312	\$128.85
APRENDI, INC.	10/1/2014	19313	\$93.15
CENTURY LINK	10/1/2014	19314	\$907.26
CIRSA	10/1/2014	19315	\$11,016.00
COLLEEN KYLE	10/1/2014	19316	\$72.92
COMCAST CABLE	10/1/2014	19317	\$139.85
DEPENDABLE WASTE SERVICES	10/1/2014	19318	\$4,660.00
DEREK WINGFIELD	10/1/2014	19319	\$310.32
FIRE AND POLICE PENSION ASSOC.	10/1/2014	19320	\$2,086.50
GRAND JUNCTION PIPE & SUPPLY	10/1/2014	19321	\$359.68
GRAND RIVER HOSPITAL DISTRICT	10/1/2014	19322	\$72.00
KANSAS CITY LIFE INS.	10/1/2014	19323	\$2,642.44
KONICA MINOLTA	10/1/2014	19324	\$766.86
K-SUN COMMUNITY RADIO	10/1/2014	19325	\$300.00
LIBERTY NATIONAL LIFE INSURANCE CO.	10/1/2014	19326	\$151.78
ORCHARD TRUST COMPANY, LLC	10/1/2014	19327	\$2,536.09
RICOH USA, INC	10/1/2014	19328	\$49.17
ROCKY MT. HEALTH PLANS	10/1/2014	19329	\$19,464.65
STUART S. MCARTHUR	10/1/2014	19330	\$229.18
VISION SERVICE PLAN - (CONNECTICUT)	10/1/2014	19331	\$299.52
WELLS FARGO BUSINESS	10/1/2014	19332	\$239.94

WELLS FARGO BUSINESS	10/1/2014	19333	\$1,372.46
YOUTH ZONE	10/1/2014	19334	\$7,000.00
A-1 COLLECTION AGENCY, LLC	10/15/2014	19335	\$142.91
CDPHE	10/15/2014	19336	\$204.00
FIRE AND POLICE PENSION ASSOC.	10/15/2014	19337	\$2,086.50
GARFIELD CO. CLERK & RECORDER	10/15/2014	19338	\$21.00
ORCHARD TRUST COMPANY, LLC	10/15/2014	19339	\$2,536.09
ROCKY MOUNTAIN CARVERS	10/15/2014	19340	\$350.00
VJ's OUTLAW RIBBS	10/15/2014	19341	\$201.25
ACTION SHOP SERVICE	10/20/2014	19342	\$85.73
AIRGAS USA, LLC	10/20/2014	19343	\$306.46
ALSCO	10/20/2014	19344	\$154.85
APRENDI, INC.	10/20/2014	19345	\$99.00
CASELLE INC	10/20/2014	19346	\$525.33
CHEMPLIANCE, INC.	10/20/2014	19347	\$1,224.96
COLORADO MT. NEWS MEDIA	10/20/2014	19348	\$78.95
COLUMBINE FORD	10/20/2014	19349	\$1,064.14
COMCAST CABLE	10/20/2014	19350	\$142.85
VOID	10/30/2014	19351	\$0.00
EVOQUA WATER TECHNOLOGIES LLC	10/20/2014	19352	\$537.00
FIKES WEST, INC.	10/20/2014	19353	\$89.00
FILTER TECH SYSTEMS, INC.	10/20/2014	19354	\$2,920.00
FIRST STRING LLC	10/20/2014	19355	\$256.25
GARFIELD & HECHT, P.C.	10/20/2014	19356	\$130.60
GARFIELD COUNTY TREASURER	10/20/2014	19357	\$7,300.00
HIGGY INVESTMENTS	10/20/2014	19358	\$230.60
HOLY CROSS ENERGY	10/20/2014	19359	\$60.75
KKVT-FM THE VAULT 100.7	10/20/2014	19360	\$500.00
KMGJ MAGIC 93.1	10/20/2014	19361	\$500.00
KMOZ THE MOOSE 92.3	10/20/2014	19362	\$500.00
MAMA'S RESTAURANT	10/20/2014	19363	\$522.55
MESA COUNTY HEALTH DEPT.	10/20/2014	19364	\$40.00
MICRO PLASTICS	10/20/2014	19365	\$71.49
NEVE'S UNIFORMS, INC.	10/20/2014	19366	\$387.63
PARACHUTE SERVICE	10/20/2014	19367	\$99.05
PAYFLEX SYSTEMS, USA INC.	10/20/2014	19368	\$150.00
POLARIS SURVEYING	10/20/2014	19369	\$5,500.00
PUBLIC SERVICE CO. OF COLORADO	10/20/2014	19370	\$83,679.00
RDJ SPECIALTIES, INC.	10/20/2014	19371	\$871.17
Safety & Construction Supply Inc.	10/20/2014	19372	\$1,835.11
SAM'S CLUB	10/20/2014	19373	\$426.55
SANDS LAW OFFICE, LLC	10/20/2014	19374	\$4,630.88
TRI COUNTY FIRE EXTINGUISHERS	10/20/2014	19375	\$725.60
TRU GREEN	10/20/2014	19376	\$0.00
UNCC	10/20/2014	19377	\$42.84
UNIVAR USA INC.	10/20/2014	19378	\$372.16
VERIZON WIRELESS	10/20/2014	19379	\$645.45

WINWATER	10/20/2014	19380	\$590.40
XCEL ENERGY	10/20/2014	19381	\$7,512.47
BATTLEMENT MESA HARDWARE LLC	10/24/2014	19382	\$285.56
BATTLEMENT MESA METROPOLITAN DISTRICT	10/24/2014	19383	\$12,438.00
CENTRAL DISTRIBUTING	10/24/2014	19384	\$65.38
COLORADO MT. NEWS MEDIA	10/27/2014	19385	\$0.00
COLORADO RIVER WCD-GEN FUND	10/24/2014	19386	\$54.31
DESKTOP CONSULTING, INC.	10/24/2014	19387	\$195.00
GRAND JUNCTION PIPE & SUPPLY	10/24/2014	19388	\$910.50
HACH	10/24/2014	19389	\$235.49
INTERNATIONAL CITY/COUNTY MANAGEMENT ASS	10/24/2014	19390	\$744.00
JEAN'S PRINTING	10/24/2014	19391	\$51.93
KEN SEIDEL ENTERPRISES, LLC	10/24/2014	19392	\$290.00
MOUNTAIN PEST CONTROL	10/24/2014	19393	\$104.00
PARACHUTE AUTO PARTS & SUPPLY	10/24/2014	19394	\$588.65
QUILL CORPORATION	10/24/2014	19395	\$1,606.32
R & S SALES & WELDING SERVICE	10/24/2014	19396	\$12.00
SHELL FLEET PLUS	10/24/2014	19397	\$161.79
SWALLOW OIL COMPANY	10/24/2014	19398	\$3,219.80
THE LITTLE COFFEE SHACK	10/24/2014	19399	\$979.84
TOUGH RUGGED LAPTOPS	10/24/2014	19400	\$5,164.50
TRU GREEN	10/24/2014	19401	\$290.85
VALLEY LUMBER	10/24/2014	19402	\$119.29

<b>TOTAL EXPENSES FOR OCTOBER 2014</b>			<b>\$308,343.13</b>
--	--	--	---------------------

## Report Criteria:

Report type: Invoice detail

Check.Type = {&lt;&gt;} "Adjustment"

GL Period	Check Issue Date	Check Number	Payee	Amount
<b>19230</b>				
10/14	10/02/2014	19230	BLACK TIMBER	500.00
<b>19231</b>				
10/14	10/02/2014	19231	CLARKS MARKET	1,350.00
<b>19232</b>				
10/14	10/03/2014	19232	TOWN OF PARACHUTE	300.00
<b>19233</b>				
10/14	10/27/2014	19233	JOHN E. REID & ASSOCIATES, INC.	580.00
<b>19309</b>				
10/14	10/01/2014	19309	A-1 COLLECTION AGENCY, LLC	1,040.00
<b>19310</b>				
10/14	10/01/2014	19310	AFLAC	803.70
<b>19311</b>				
10/14	10/01/2014	19311	ALEXANDER GRAHAM	53.77
<b>19312</b>				
10/14	10/01/2014	19312	ANDREW SIDENER	128.85
<b>19313</b>				
10/14	10/01/2014	19313	APRENDI, INC.	93.15
<b>19314</b>				
10/14	10/01/2014	19314	CENTURY LINK	907.26
<b>19315</b>				
10/14	10/01/2014	19315	CIRSA	11,016.00
<b>19316</b>				
10/14	10/01/2014	19316	COLLEEN KYLE	72.92
<b>19317</b>				
10/14	10/01/2014	19317	COMCAST CABLE	139.85
<b>19318</b>				
10/14	10/01/2014	19318	DEPENDABLE WASTE SERVICES	4,660.00
<b>19319</b>				
10/14	10/01/2014	19319	DEREK WINGFIELD	310.32
<b>19320</b>				
10/14	10/01/2014	19320	FIRE AND POLICE PENSION ASSOC.	2,086.50
<b>19321</b>				
10/14	10/01/2014	19321	GRAND JUNCTION PIPE & SUPPLY	359.68
<b>19322</b>				
10/14	10/01/2014	19322	GRAND RIVER HOSPITAL DISTRICT	72.00
<b>19323</b>				
10/14	10/01/2014	19323	KANSAS CITY LIFE INS.	2,642.44
<b>19324</b>				
10/14	10/01/2014	19324	KONICA MINOLTA	766.86
<b>19325</b>				
10/14	10/01/2014	19325	K-SUN COMMUNITY RADIO	300.00
<b>19326</b>				
10/14	10/01/2014	19326	LIBERTY NATIONAL LIFE INSURANCE CO.	151.78
<b>19327</b>				
10/14	10/01/2014	19327	ORCHARD TRUST COMPANY, LLC	2,536.09
<b>19328</b>				
10/14	10/01/2014	19328	RICOH USA, INC	49.17
<b>19329</b>				
10/14	10/01/2014	19329	ROCKY MT. HEALTH PLANS	19,464.65
<b>19330</b>				
10/14	10/01/2014	19330	STUART S. MCARTHUR	229.18
<b>19331</b>				
10/14	10/01/2014	19331	VISION SERVICE PLAN - (CONNECTICUT)	299.52

GL Period	Check Issue Date	Check Number	Payee	Amount
19332				
10/14	10/01/2014	19332	WELLS FARGO BUSINESS	239.94
<b>19333</b>				
10/14	10/01/2014	19333	WELLS FARGO BUSINESS	1,372.46
<b>19334</b>				
10/14	10/01/2014	19334	YOUTH ZONE	7,000.00
<b>19335</b>				
10/14	10/15/2014	19335	A-1 COLLECTION AGENCY, LLC	142.91
<b>19336</b>				
10/14	10/15/2014	19336	CDPHE	204.00
<b>19337</b>				
10/14	10/15/2014	19337	FIRE AND POLICE PENSION ASSOC.	2,086.50
<b>19338</b>				
10/14	10/15/2014	19338	GARFIELD CO. CLERK & RECORDER	21.00
<b>19339</b>				
10/14	10/15/2014	19339	ORCHARD TRUST COMPANY, LLC	2,536.09
<b>19340</b>				
10/14	10/15/2014	19340	ROCKY MOUNTAIN CARVERS	350.00
<b>19341</b>				
10/14	10/15/2014	19341	VJ's OUTLAW RIBBS	201.25
<b>19342</b>				
10/14	10/20/2014	19342	ACTION SHOP SERVICE	85.73
<b>19343</b>				
10/14	10/20/2014	19343	AIRGAS USA, LLC	306.46
<b>19344</b>				
10/14	10/20/2014	19344	ALSCO	154.85
<b>19345</b>				
10/14	10/20/2014	19345	APRENDI, INC.	99.00
<b>19346</b>				
10/14	10/20/2014	19346	CASELLE INC	525.33
<b>19347</b>				
10/14	10/20/2014	19347	CHEMPLIANCE, INC.	1,224.96
<b>19348</b>				
10/14	10/20/2014	19348	COLORADO MT. NEWS MEDIA	78.95
<b>19349</b>				
10/14	10/20/2014	19349	COLUMBINE FORD	1,064.14
<b>19350</b>				
10/14	10/20/2014	19350	COMCAST CABLE	142.85
<b>19351</b>				
10/14	10/30/2014	19351	DESERT SNOW LLC	.00
<b>19352</b>				
10/14	10/20/2014	19352	EVOQUA WATER TECHNOLOGIES LLC	537.00
<b>19353</b>				
10/14	10/20/2014	19353	FIKES WEST, INC.	89.00
<b>19354</b>				
10/14	10/20/2014	19354	FILTER TECH SYSTEMS, INC.	2,920.00
<b>19355</b>				
10/14	10/20/2014	19355	FIRST STRING LLC	256.25
<b>19356</b>				
10/14	10/20/2014	19356	GARFIELD & HECHT, P.C.	130.60
<b>19357</b>				
10/14	10/20/2014	19357	GARFIELD COUNTY TREASURER	7,300.00
<b>19358</b>				
10/14	10/20/2014	19358	HIGGY INVESTMENTS	230.60
<b>19359</b>				
10/14	10/20/2014	19359	HOLY CROSS ENERGY	60.75
<b>19360</b>				
10/14	10/20/2014	19360	KKVT-FM THE VAULT 100.7	500.00

GL Period	Check Issue Date	Check Number	Payee	Amount
19361				
10/14	10/20/2014	19361	KMGJ MAGIC 93.1	500.00
19362				
10/14	10/20/2014	19362	KMOZ THE MOOSE 92.3	500.00
19363				
10/14	10/20/2014	19363	MAMA'S RESTAURANT	522.55
19364				
10/14	10/20/2014	19364	MESA COUNTY HEALTH DEPT.	40.00
19365				
10/14	10/20/2014	19365	MICRO PLASTICS	71.49
19366				
10/14	10/20/2014	19366	NEVE'S UNIFORMS, INC.	387.63
19367				
10/14	10/20/2014	19367	PARACHUTE SERVICE	99.05
19368				
10/14	10/20/2014	19368	PAYFLEX SYSTEMS, USA INC.	150.00
19369				
10/14	10/20/2014	19369	POLARIS SURVEYING	5,500.00
19370				
10/14	10/20/2014	19370	PUBLIC SERVICE CO. OF COLORADO	83,679.00
19371				
10/14	10/20/2014	19371	RDJ SPECIALTIES, INC.	871.17
19372				
10/14	10/20/2014	19372	Safety & Construction Supply Inc.	1,835.11
19373				
10/14	10/20/2014	19373	SAM'S CLUB	426.55
19374				
10/14	10/20/2014	19374	SANDS LAW OFFICE, LLC	4,630.88
19375				
10/14	10/20/2014	19375	TRI COUNTY FIRE EXTINGUISHERS	725.60
19376				
10/14	10/20/2014	19376	TRU GREEN	.00
19377				
10/14	10/20/2014	19377	UNCC	42.84
19378				
10/14	10/20/2014	19378	UNIVAR USA INC.	372.16
19379				
10/14	10/20/2014	19379	VERIZON WIRELESS	645.45
19380				
10/14	10/20/2014	19380	WINWATER	590.40
19381				
10/14	10/20/2014	19381	XCEL ENERGY	7,512.47
19382				
10/14	10/24/2014	19382	BATTLEMENT MESA HARDWARE LLC	285.56
19383				
10/14	10/24/2014	19383	BATTLEMENT MESA METROPOLITAN DISTRICT	12,438.00
19384				
10/14	10/24/2014	19384	CENTRAL DISTRIBUTING	65.38
19385				
10/14	10/27/2014	19385	COLORADO MT. NEWS MEDIA	.00
19386				
10/14	10/24/2014	19386	COLORADO RIVER WCD-GEN FUND	54.31
19387				
10/14	10/24/2014	19387	DESKTOP CONSULTING, INC.	195.00
19388				
10/14	10/24/2014	19388	GRAND JUNCTION PIPE & SUPPLY	910.50
19389				
10/14	10/24/2014	19389	HACH	235.49

GL Period	Check Issue Date	Check Number	Payee	Amount
19390				
10/14	10/24/2014	19390	INTERNATIONAL CITY/COUNTY MANAGEMENT AS	744.00
19391				
10/14	10/24/2014	19391	JEAN'S PRINTING	51.93
19392				
10/14	10/24/2014	19392	KEN SEIDEL ENTERPRISES, LLC	290.00
19393				
10/14	10/24/2014	19393	MOUNTAIN PEST CONTROL	104.00
19394				
10/14	10/24/2014	19394	PARACHUTE AUTO PARTS & SUPPLY	588.65
19395				
10/14	10/24/2014	19395	QUILL CORPORATION	1,606.32
19396				
10/14	10/24/2014	19396	R & S SALES & WELDING SERVICE	12.00
19397				
10/14	10/24/2014	19397	SHELL FLEET PLUS	161.79
19398				
10/14	10/24/2014	19398	SWALLOW OIL COMPANY	3,219.80
19399				
10/14	10/24/2014	19399	THE LITTLE COFFEE SHACK	979.84
19400				
10/14	10/24/2014	19400	TOUGH RUGGED LAPTOPS	5,164.50
19401				
10/14	10/24/2014	19401	TRU GREEN	290.85
19402				
10/14	10/24/2014	19402	VALLEY LUMBER	119.29

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
10-13110	1,640.74	.00	1,640.74
1021310	1,947.85	219,341.72-	217,393.87-
10-22300	4,798.48	.00	4,798.48
10-22310	4,173.00	.00	4,173.00
10-22330	803.70	.00	803.70
10-22340	151.78	.00	151.78
10-22400	346.62	.00	346.62
10-22500	21,196.80	.00	21,196.80
10-22510	910.29	.00	910.29
10-22520	299.52	.00	299.52
10-22550	1,182.91	.00	1,182.91
10-42-240	109.56	.00	109.56
10-42-250	255.58	.00	255.58
10-42-280	54.44	.00	54.44
10-42-300	1,023.21	.00	1,023.21
10-42-320	192.15	.00	192.15
10-42-330	7,000.00	.00	7,000.00
10-43-210	744.00	.00	744.00
10-43-220	78.95	.00	78.95
10-43-230	464.18	.00	464.18
10-43-240	109.55	.00	109.55
10-43-245	30.00	.00	30.00
10-43-250	2,863.70	.00	2,863.70
10-43-280	321.72	.00	321.72
10-43-290	76.81	.00	76.81
10-43-490	77.14	.00	77.14
10-44-510	7,773.20	.00	7,773.20

GL Account	Debit	Credit	Proof
10-45-310	2,169.02	.00	2,169.02
10-51-250	411.94	.00	411.94
10-51-260	52.00	.00	52.00
10-51-270	296.13	.00	296.13
10-51-280	36.29	.00	36.29
10-53-240	109.55	.00	109.55
10-53-250	4,759.30	.00	4,759.30
10-53-280	106.22	.00	106.22
10-53-290	97.20	.00	97.20
10-53-330	310.32	.00	310.32
10-54-240	86.34	.00	86.34
10-54-245	1,047.64	.00	1,047.64
10-54-246	120.00	.00	120.00
10-54-250	381.08	.00	381.08
10-54-255	1,375.72	.00	1,375.72
10-54-270	131.62	.00	131.62
10-54-280	336.66	.00	336.66
10-54-330	2,094.41	1,170.00-	924.41
10-54-470	387.63	.00	387.63
10-54-490	1,648.88	.00	1,648.88
10-54-740	5,164.50	.00	5,164.50
10-55-240	125.31	.00	125.31
10-55-250	255.58	.00	255.58
10-55-270	131.62	.00	131.62
10-55-280	90.73	.00	90.73
10-56-310	7,300.00	.00	7,300.00
10-70-250	1,740.38	777.85-	962.53
10-70-270	433.78	.00	433.78
10-70-320	166.00	.00	166.00
10-70-490	91.86	.00	91.86
10-72-550	300.00	.00	300.00
15-60-250	2,477.51	.00	2,477.51
15-60-265	1,045.65	.00	1,045.65
15-60-270	394.85	.00	394.85
15-60-275	3,244.38	.00	3,244.38
15-60-280	154.32	.00	154.32
15-60-490	447.23	.00	447.23
51-40-240	109.55	.00	109.55
51-40-245	735.00	.00	735.00
51-40-250	4,944.92	.00	4,944.92
51-40-270	2,035.01	.00	2,035.01
51-40-280	339.87	.00	339.87
51-40-465	42.84	.00	42.84
51-40-490	447.24	.00	447.24
51-40-510	2,423.52	.00	2,423.52
51-40-630	2,076.61	.00	2,076.61
52-40-240	109.55	.00	109.55
52-40-250	892.29	.00	892.29
52-40-270	296.13	.00	296.13
52-40-275	543.89	.00	543.89
52-40-280	172.46	.00	172.46
52-40-334	12,438.00	.00	12,438.00
52-40-470	16.78	.00	16.78
52-40-490	435.70	.00	435.70
52-40-510	819.28	.00	819.28
54-40-320	4,494.00	.00	4,494.00
65-40-350	590.40	.00	590.40
65-40-750	89,179.00	.00	89,179.00

GL Account	Debit	Credit	Proof
Grand Totals:	221,289.57	221,289.57-	.00

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

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

City Council: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: Invoice detail  
Check.Type = {<>} "Adjustment"



# Town of Parachute

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

**DATE:** November 13, 2014  
**TO:** Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager   
**SUBJECT:** TOWN MANAGER MONTHLY REPORT – NOVEMBER 2014

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

1. Sales tax report showing current month sales tax and comparing the last three years is a hand out. We did not receive sales tax figures from the State in time for this report.
2. In September, I engaged an accountant, Lynn Stroud, to help us make necessary adjustments to the General Ledger. Lynn has been able to rectify significant issues in the Town's financial records. The financial report is being provided as a handout as the correction work was not completed in order to include in the Board packet. For the Board's information, Ms. Dustie Collela the Town's finance clerk tendered her resignation on Friday, October 31<sup>st</sup>.
3. I am working with the RREDC on its website update on how to better represent Parachute / Battlement Mesa Community.
4. Development of the new Town website is well underway. Williams has agreed to cover the costs for the website. We are still planning to have the State of Colorado host the site and use their platform. We are working with Mark Summers of Revolver Design out of Salt Lake City.
5. A draft Memo of Understanding regarding working together with Battlement Mesa Service Association on the comprehensive plan update has been completed by Ed Sands.
6. I have received a letter of support from Garfield County indicating their willingness to work together on the Town's comprehensive plan update.
7. On October 17<sup>th</sup>, I attended the CML Policy Committee meeting in Denver. Several legislative issues were discussed.
8. Winterfest is scheduled for the last weekend of January 2015. The Town is working on the Community Conversations committee and will be an integral part of the event.
9. I have been appointed as the Local Government Designee for the Colorado Oil and Gas Conservation Commission. As such I will be notified of well permits submitted within the Town when submitted.
10. The Town has moved its insurance broker to CEBT based on direction from the Board. We have set it so that members of the Board can be insured through the medical plan.
11. Representing the Town, I attended the dinner sponsored by the Chamber of Commerce to honor and thank the seniors that volunteer at the Cabin at the Parachute Rest Area.
12. The request for proposals (RFP) process to select a consultant for the Comprehensive Plan update is going well. You will find a recommendation and request included in this meeting's Board packet.



November 3, 2014

Town of Parachute  
c/o Stuart McArthur  
PO Box 100  
Parachute, Colorado 81635

Dear Mr. McArthur:

Garfield County Board of County Commissioners ("County") would like to provide our support to the Town of Parachute ("Town") in their efforts to update the Town's Comprehensive Plan. For the County, the Town's Comprehensive Plan is an important document which the County uses in reviewing land use applications that are located within the Town's designated growth area. As set forth as policy in the County's Comprehensive Plan, "each municipality's plan for its urban growth area is incorporated into the Garfield County Comprehensive." The County uses the Garfield County Comprehensive Plan 2030 as an advisory document and as such, applies the following policy guidance:

*"The Plan recognizes the need for existing municipalities to be able to gradually expand into immediately surrounding areas. The county supports and encourages orderly expansion of existing communities. This Plan recognizes existing municipal plans and strongly supports and encourages infill and redevelopment of existing communities. These growth areas are the preferred locations in Garfield County for growth that require urban level services. They are also the preferred locations for commercial and employment uses that can take advantage of supporting infrastructure and a close by client base that reduces travel demands."*

*The most effective way to encourage growth in designated and planned UGAs will be by ensuring the following:*

- 1. Each municipality's plan for its UGA is incorporated into the Garfield County Comprehensive Plan.*
- 2. Urban developments in the UGAs are encouraged to annex into the respective municipality.*
- 3. If there is a public benefit to allowing development within a UGA prior to annexation, the County and municipality will cooperatively endeavor to facilitate such development through such means as:*

- i. *County zoning in the UGAs adjusted to a close approximation of the municipality's plans.*
- ii. *Development in the UGA is required to obtain a local review with comment (not approval) before submitting for county review.*
- iii. *A procedure for municipal/county review and recommendation to the Board of County Commissioners will be developed in an IGA with each community.*
- iv. *Each community is expected to extend services and infrastructure to development in the UGA that substantially complies with their plan for the UGA (landowners and the respective municipality are strongly encouraged to enter into pre-annexation agreements that provide commitments with respect to extensions of services and infrastructure, densities, etc.).*

The County supports the development of the update to the Town of Parachute's Comprehensive Plan and pledges its support in any the County can assist in the project.

Respectfully,

John Martin, Chair  
Board of County Commissioners

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



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

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

---

## October, 2014

Calls for service in October, 2013: **364**

Calls for service in October, 2014: **426**

The Drug Enforcement Agency (DEA) held its last National Drug Take Back. They are in the planning stages of setting up a permanent drop location in the area; I will get the information out as soon as we get more details.

Oktoberfest was a huge success, Officer Mulligan and I, with the assistance from three DeBeque Town Marshals made it through the night with no incidents, and we got to enjoy the fireworks.

I sent off the Police Department's Standard Operating Procedure's (SOP) to Greg Knott, Police Chief of Basalt, who is one of two assessors assigned to evaluate the Police Department and our procedures for our accreditation renewal, and to ensure that we comply with the standards set by the Colorado Association of Chiefs of Police and the Colorado County Sheriff's Association.

The assessors will conduct an onsite inspection of the Police Department in November. They will be inspecting the evidence/property room and logs. Holding area and Juvenile holding logs, the patrol vehicles will be checked for mandatory equipment and for required reflective police markings.

If all goes well, Chief Greg Knott will present the Board with the Police Department's Accreditation at the December's Board meeting. *(If the assessment takes longer it will be at the January Board meeting)*

### **Liquor License:**

Grub and Scrub: No violations no changes.

Thank You

*Cary L. Parmenter*

Cary Parmenter  
Police Chief

**LIQUOR OR 3.2 BEER LICENSE  
 RENEWAL APPLICATION**

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

PARACHUTE GRUB N SCRUB  
 PO BOX 868  
 RIFLE CO 07208

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

**PLEASE VERIFY & UPDATE ALL INFORMATION BELOW**

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

Licensee Name <b>SWALLOW OIL CO</b>		DBA <b>PARACHUTE GRUB N SCRUB</b>		
Liquor License # <b>04135850007</b>	License Type <b>3.2% Beer Off Premises (city)</b>	Sales Tax License # <b>04135850007</b>	Expiration Date <b>12/7/2014</b>	Due Date <b>10/23/2014</b>
Street Address <b>28 CARDNIAL WAY PARACHUTE CO 81635-9747</b>				Phone Number <b>970 625 1467</b>
Mailing Address <b>PO BOX 868 RIFLE CO 07208</b>				
Operating Manager <b>KIRK SWALLOW</b>	Date of Birth <b>3/19/57</b>	Home Address <b>2170 Co.Rd. 321, Rifle, Co. 81650</b>	Phone Number <b>970 625 1180</b>	

- Do you have legal possession of the premises at the street address above?  YES  NO  
 Is the premises owned or rented?  Owned  Rented\* \*If rented, expiration date of lease 11/30/2018
- Since the date of filing of the last annual application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.  YES  NO  
**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation.  YES  NO
- Since the date of filing of the last annual application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.  YES  NO
- Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation.  YES  NO *See Att.*
- SOLE PROPRIETORSHIPS, HUSBAND-WIFE PARTNERSHIPS AND PARTNERS IN GENERAL PARTNERSHIPS:** Each person must complete and sign the DR 4679: Affidavit – Restriction on Public Benefits (available online or by calling 303-205-2300) and **attach a copy of their driver's license, state-issued ID or valid passport.**

**AFFIRMATION & CONSENT**

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

Type or Print Name of Applicant/Authorized Agent of Business <b>Kirk Swallow</b>	Title <b>President/MGR</b>
Signature <i>Kirk Swallow</i>	Date <b>10/14/14</b>

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

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

Local Licensing Authority For <b>Town of Parachute</b>	Date <b>November 13, 2014</b>
Signature  	Title <b>Mayor</b>
Attest  	

### 3.2 Beer License Questions

This is to address question #6 on the renewal application.

Swallow Oil Co. operates the Red River Quick-Mart which has a 3.2 beer lic. #04-13585-0005, Swallow Oil Co. also operates Parachute Grub n Scrub which has a 3.2 beer Lic. #04-13585-0007. Swallow oil Co. is also a ½ owner of the 6 & 13 Quick-Mart which has a 3.2 beer lic. #02-34962-0000.

Sincerely,

Handwritten signature of Kirk Swallow and the date 10/14/14.

Kirk Swallow  
Swallow Oil Co.

# PARACHUTE POLICE DEPARTMENT

## POLICE ACTIVITY BLOTTER FOR OCTOBER 2014

DATE	SUMMARY
10/03/14	<b>Domestic Violence</b> Justin Sanchez, 25, of Parachute, CO was arrested for Criminal Mischief and Domestic Violence and was transported to the Garfield County Jail.
10/04/14	<b>Disturbance</b> An officer responded to a report of a Disturbance at 124 E First St. Parties involved solved the dispute and no charges were filed.
10/05/14	<b>Disorderly Conduct</b> An officer responded to a call from a Town Employee that an unknown male entered the maintenance closet at the Rest Area and urinated into a trash can.
10/07/14	<b>Burglary</b> Officers investigated a Burglary at Antler Liquor, 393 2 <sup>nd</sup> St. Two male juveniles, ages 13 and 16 years old were charged with Burglary and Theft in Juvenile Court.
10/08/14	<b>Theft from Vehicles</b> Three vehicle owners reported that their vehicles had been broken into and property had been stolen. No arrested have been made.
10/09/14	<b>Warrant</b> A 16 year old male juvenile was arrested for violation of a bond condition.
10/11/14	<b>Disturbance</b> Christopher Enlow 25, of Parachute and Daniel Priem 23, of Parachute were issued Municipal summons for Disorderly Conduct for harassing and making threats to a resident on N. Fisher.
10/13/14	<b>DUI</b> Jonathan Jimenez-Lara 25, of Carbondale, CO was arrested for DUI, Driving without a Valid Driver's License, Speed and Open Alcoholic Beverage in Vehicle. He was transported to the Garfield County Jail.
10/15/14	<b>Criminal Mischief</b> There was a report of Criminal Mischief at 327 E. Fourth St. Suspect/Suspects damaged the RV and trailers on the property.

# PARACHUTE POLICE DEPARTMENT

10/17/14

## **Assault**

An assault occurred at 200 Colorado Ave. The Juveniles involved did not want to pursue charges.

10/18/14

## **Marijuana Violations**

Two male Juveniles, contacted during a traffic stop were issued summons for Possession of Marijuana Prohibited and Possession of Drug Paraphernalia Prohibited.

10/18/14

## **Burglary**

There was a report of a burglary at 510 W. First St. Prescription drugs and a purse, containing cash credit cards and other items were taken.

10/20/14

## **Domestic Violence**

A warrant was issued and served to Mark Bernal, 32, of Parachute. He was arrested and charged with Domestic Violence, Harassment (communication), Violation of a Restraining Order and Stalking.

10/20/14

## **Shoplifting**

Bottle Cap Liquors reported female shoplifting in the store. Jamie West, 38, of Parachute was charged with Petty Theft and issued a summons.

10/20/14

## **Domestic Violence**

Denise Roberson, 45, of Parachute, was arrested and transported to the Garfield County Jail for Third Degree Assault and Child Abuse.

10/21/14

## **Theft**

A resident reported that her wallet was stolen from a shopping cart at Lift-Up. The responding officer was unable to locate the possible suspect.

10/25/14

## **Marijuana Violation**

Carousel Mona Reed, 22, of Denver, CO was issued a summons for Possession of Marijuana Prohibited.

10/26/14

## **Narcotic Violation**

Tavara Rae Seals was arrested and transported to the Garfield County Jail for Possession of various controlled substances and imitation controlled substances with the intent to manufacturer/distribute/sale/possess; Possession of Drug Paraphernalia; Drove Vehicle while Revoked as a Habitual Traffic Offender; Open Marijuana Container in Motor Vehicle and Failure to Yield to Emergency Vehicle and Defective Tail Light.

# **PARACHUTE POLICE DEPARTMENT**

**10/27/14**

**Violation of a Court Order**

Denise Roberson, 45, of Parachute was arrested for Violation of Bond Conditions and Violation of a Restraining Order.

**10/28/14**

**Warrant Arrest**

Stephanie Johnson, 24, was arrested on a Municipal Warrant for Failure to Appear. She was released on a PR bond.

**10/30/14**

**Alcohol Violation**

Grant Lee Gorrell, 19, of Aurora, CO was issued a summons for Minor in Possession of Alcohol.

**10/31/14**

**DUI**

Kevin E Cummings was arrested and transported to the Garfield County Jail for Driving Under the Influence of Drugs or Alcohol.

**34 Traffic Citations/Arrests were made in October 2014**



## Town of Parachute

---

222 Grand Valley Way Parachute, Colorado 81635

Phone: 970.285.7630

Fax: 970-285-0292

Mark King

Public Works Director

[mking@parachutecolorado.com](mailto:mking@parachutecolorado.com)

### MONTHLY REPORT FOR OCTOBER 2014

We have completed Phase 1 of Parachute Park Boulevard and completed street the maintenance project for 2014 that included filling potholes on 1<sup>st</sup> street. The Parachute Boulevard job went better than anticipated and we are happy with the outcome. We are anticipating phase 2 of the Parachute Park Boulevard to begin in the summer of 2015. I am currently working on the 2015 street maintenance project plans; if you have any areas of concerns or questions please do not hesitate to contact me.

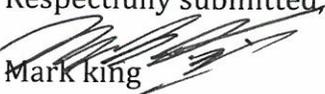
We have received the new meters from Neptune and have been installing them throughout town; we are working to install the 60 meters we currently have. Public works has faced some challenges installing the new meters in problem areas where they need to dig new pits and/or get access to basements or crawl spaces. We have an amazing crew and I feel confident we will be able to overcome the challenges and have them installed soon.

The newly installed meters have already identified meters that are running constantly either from leaks or misuse. We are working diligently to notify these property owners of these potential areas of concern and their bills could see a dramatic increase if these concerns are not addressed by the homeowner. Recently Colleen Kyle and I attended a training class with Neptune to ensure proper readings and a smooth transition to the new process.

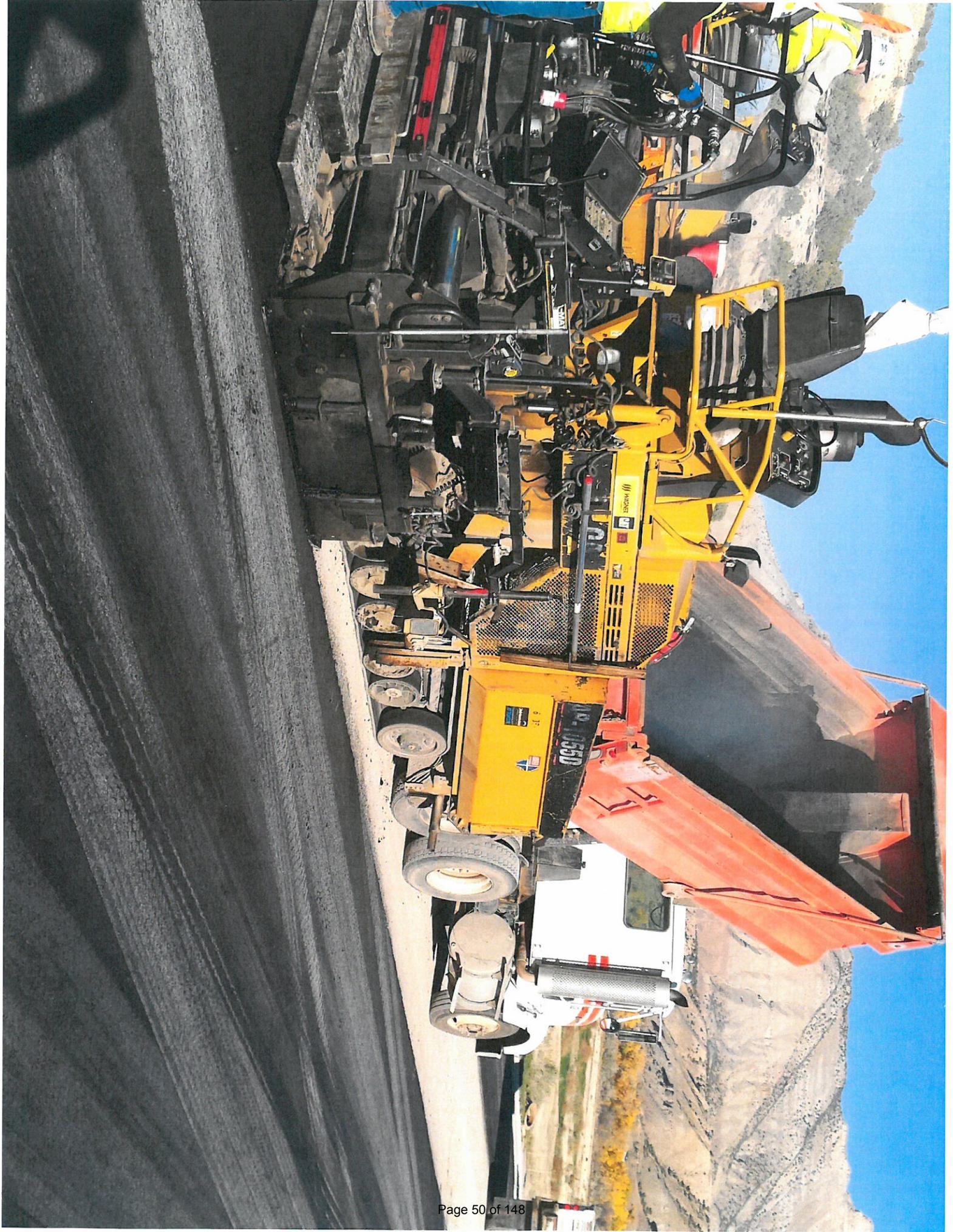
The public works crew has been busy winterizing the irrigation system and the parks for the end of year and we will open the parks up again in April 2015. We are preparing all of the equipment to be ready for winter storms (snow removal, sanding, etc.)

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

Respectfully submitted,

  
Mark King











# TOWN OF PARACHUTE

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

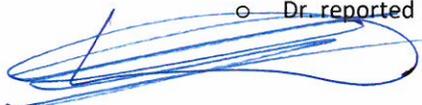


*Telephone: (970) 285-7630*  
*Facsimile: (970) 285-9146*

*Community Development*  
*Derek Wingfield*

September 2014

- Code Enforcement
  - Postcards for weeds were sent again
  - Family Dollar cleaned
  - Vehicles and trailers are the trend again being junked or unattached post cards sent on several
- Development
  - Several building permits were issued and several are under review
    - Repair
    - Remodel
  - 3 Building permits for remodels were issued
  - Multiple sign permits requested
  - Approached by a local and working toward possible concerts in town
  - Website design and update
    - Working toward adding the content
    - Pictures have been added
    - Getting close to launch
- Wingfield Injury Report
  - Trend is three, I have met that quota so I should be set to go without any more injuries
  - Dr. reported hand looks great and should be cleared by December



Derek Wingfield  
Community Development



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

---

2 2 2 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

## STAFF REPORT

**DATE:** November 13, 2014  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT:** **INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN GARFIELD PUBLIC LIBRARY SYSTEM**

---

### Background

Ms. Sara Francis, Manager of the Parachute Branch of the Garfield Public Library System, about a month ago inquiring if the Town of Parachute would be willing to enter into an intergovernmental agreement with the Library District to provide snow removal service for the library. At the time she inquired, she indicated that she was just testing the water at the time and would get back to me if they were interested.

On Tuesday, November 4<sup>th</sup>, I met with Ms. Francis and Jerry Morris, Facilities Manager for the Library District. During that meeting we negotiated a rate for which the Town would charge to provide snow removal service. That rate is \$100 per snow event.

I received a proposed IGA from the Library District the next day.

### Staff Analysis

The Town of Parachute and its staff is working hard to develop and maintain positive relationships with the community, businesses, and organizations in the area/County.

After communicating with Mark King, Public Works Director for the Town, I determined that it makes a lot of sense for the Town to provide services to the Library District. Public Works currently removes the snow for the Town Hall parking lot and sidewalks. It is reasonable to assume that it will not be a stretch or a burden to remove the snow for the Parachute Library Branch.

**Attorney Review**

Under review.

**Recommendations**

Staff recommends entering into an Intergovernmental Agreement with the Garfield County Library District to provide snow removal services for the Parachute Branch of the Library.

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

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and among the GARFIELD COUNTY PUBLIC LIBRARY DISTRICT, a Colorado library district (hereinafter "Library District") and the TOWN OF PARACHUTE, COLORADO a Colorado home rule municipal corporation (hereinafter "Town").

### RECITALS

WHEREAS, the Library District desires to obtain snow removal service for the Parachute Branch Library located at 244 Grand Valley Way, Parachute, Colorado from an external source; and

WHEREAS, the Town has the capability to provide the Library District with snow removal service for the Parachute Branch Library; and

WHEREAS, pursuant to the provisions of Section 29-1-201 et seq., C.R.S., as amended, the parties hereto have the authority and are encouraged to enter into intergovernmental agreements to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the people of the state of Colorado have authorized political subdivisions to cooperate with each other and contract in matters set out in this Intergovernmental Agreement through the Colorado Constitution, Article XIV, Section 18(2)(a); and

WHEREAS, the Library District and the Town desire to enter into an Intergovernmental Agreement concerning the Town's proposed provision of snow removal service for the Parachute Branch Library to the Library District.

NOW, THEREFORE, in consideration of the covenants and mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### COVENANTS AND AGREEMENTS

1. Snow Removal Service and Rate. The Town shall provide the Library District with the following services at the following rate:

**Snow removal services, (including plowing, shoveling, sweeping, hauling off excess snow and spreading sand as needed), for the Parachute Branch Library located at 244 Grand Valley Way, Parachute, Colorado, including the parking and entry area, sidewalks and the library book drop drive: \$100 for each snow event that the Town provides snow removal services for the areas described. The Town will make every effort to keep snow cleared during library operating hours. The Town shall submit invoices to the Library for the same on a monthly basis.**

2. Term. This Intergovernmental Agreement shall remain in effect for one (1) year, after which it shall renew annually unless either party gives notice to the other of non-renewal. This Intergovernmental Agreement may be terminated by either party by providing the other with 30 day advance notice of termination for any reason whatsoever. If either party fails to appropriate funds sufficient to pay the costs of their obligations, this Agreement shall be considered of no force and effect and shall terminate without liability to any party.

4. Liability. Each party hereto agrees to maintain comprehensive general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000). The parties hereto understand and agree that the Library District and the Town and their officers and employees are relying on, and do not

waive or intend to waive by any provision of this Intergovernmental Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101, C.R.S., et seq.

5. Amendment. This Intergovernmental Agreement cannot be amended or modified except by a writing executed by the Parties.

6. Applicable Law. This Intergovernmental Agreement shall be construed and interpreted in accordance with the laws of the State of Colorado.

7. Waiver. No failure by any party to insist upon the strict performance of any agreement, term, covenant, or condition hereof or the exercise of any right or remedy consequent upon any default, and no acceptance of full or partial performance during the continuance of any such default, shall constitute a waiver of any such default of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition hereof to be performed or complied with by any party, and no default thereof, shall be waived, altered, or modified except by a written instrument executed by the non-defaulting party or parties.

8. Severability. If this Intergovernmental Agreement, or any portion of it, is for any reason held invalid by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

9. Counterpart Execution. This Intergovernmental Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which, when taken together shall constitute a single agreement.

10. Entire Agreement. This Intergovernmental Agreement constitutes the entire understanding between the parties with respect to the matters set forth herein, and all prior agreements or understandings with respect to the subject matter hereof are deemed merged herein.

IN WITNESS WHEREOF, the undersigned have executed this Intergovernmental Agreement as of the day and year written above.

**GARFIELD COUNTY PUBLIC LIBRARY DISTRICT**

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

Board President

Attest: \_\_\_\_\_

Board Secretary

**TOWN OF PARACHUTE, COLORADO**

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

Mayor

Attest: \_\_\_\_\_

Town Clerk



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

---

2 2 2 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630

## STAFF REPORT

**DATE:** November 13, 2014  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: MEMO OF UNDERSTANDING (MOU) WITH THE BUREAU OF LAND MANAGEMENT (BLM) TO PARTICIPATE AS A PARTICIPATING ENTITY ON THE ENVIRONMENTAL IMPACT STATEMENT (EIS) FOR THE PREVIOUSLY ISSUES OIL AND GAS LEASES IN THE WHITE RIVER NATIONAL FOREST**

---

### Background

The Bureau of Land Management (BLM) is planning to prepare an Environmental Impact Statement (EIS) for the previously issued oil and gas leases in the White River National Forest. As a political subdivision of the State of Colorado, the Town of Parachute requested the BLM to coordinate the EIS with our Town and our seven-member Board of Trustees.

### Staff Analysis

I have attended one meeting of the planning process for the Environmental Impact Statement (EIS). The EIS process has begun and the Town must sign the MOU to actively participate in the process.

### Attorney Review

N/A

### Recommendations

Staff recommends that the Board approve entering into the MOU with the BLM.

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



# United States Department of the Interior

BUREAU OF LAND MANAGEMENT  
Colorado River Valley Field Office  
2300 River Frontage Road  
Silt, Colorado 81652



IN REPLY REFER TO:

MOU \_\_\_\_\_

## **MEMORANDUM OF UNDERSTANDING** **Between** **TOWN OF PARACHUTE** **And the** **BUREAU OF LAND MANAGEMENT**

### **I. Introduction**

This Memorandum of Understanding (MOU) sets forth roles and responsibilities for Cooperating Agencies as agreed to between the Town of Parachute and the Colorado River Valley Field Office (CRVFO) of the Bureau of Land Management (BLM) for the purposes of collaborative planning and production of a Supplemental Environmental Impact Statement (SEIS) for the Roan Plateau.

### **II. Purpose**

The Bureau of Land Management in carrying forth its responsibilities and mandates under the National Environmental Policy Act and Council of Environmental Quality regulations at 40 Code of Federal Regulations (CFR), Part 1500 and the Federal Land Policy and Management Act (as amended) CFR Part 1600 recognizes a compelling need to ensure that the interests of the Town of Parachute are accounted for, and are meaningfully involved in the above stated resource management planning process and associated EIS.

As such, the Town of Parachute has requested and the BLM has agreed to grant Cooperating Agency Status pursuant to 40 CFR 1501.6, 1501.2, and 1501.8. Under these regulations, the BLM recognizes that the Town of Parachute has both jurisdictional responsibilities and special expertise as it relates to many aspects of the planning efforts described above.

### **III. Agency Designations**

Each participating entity will designate one primary representative to act as a point of contact in ensuring coordination between the Town of Parachute and BLM during the planning process. An entity may change its point of contact at any time by providing written notice to the other party. Appendix A specifies the primary representatives. Cooperating agencies may also bring "in-house" specialists concerning specific topic areas when discussion warrants such expertise.

### **IV. Authorities for Agreement**

The authority of the Bureau of Land Management and the Town of Parachute to participate in this agreement is provided by the National Environmental Policy Act, 42 USC 4321 et seq. and 40 CFR 1501.6-Cooperating Agencies, 1506.2-Elimination of Duplication with State and Local Procedures, and 1508.5-Cooperating Agency (CA).

Additional authorities rest in the Federal Land Policy Management Act, 43 USC 1712 et seq. which mandate coordination of planning and management efforts with the programs of state and local governments which may be affected by BLM planning actions.

## **V. Roles and Responsibilities**

### **a. Bureau of Land Management,**

The Bureau of Land Management is responsible for the following:

- i. Preparation of, quality of, and content of the Draft RMP/ Draft SEIS, the Proposed RMP/Final SEIS, and the Record of Decision/Approved RMP for the RMP.
- ii. Enabling the Town of Parachute to be a meaningful cooperator in the EIS process by providing the following opportunities:
  - o Involvement in identifying issues and concerns relative to the planning process,
  - o Involvement in identifying or providing data that is suitable, available, and relevant to the planning process,
  - o Review and comment on draft sections of the EIS that received input from (Govt Entity Name), due to its jurisdictional responsibilities or special expertise.
- iii. Consider to the extent possible and incorporate as appropriate, the information and comments provided by the Town of Parachute into appropriate EIS documents.
- iv. Make all final determinations on the content of the EIS documents.

### **b. The Town of Parachute Responsibilities**

The Town of Parachute has both jurisdictional responsibilities and special expertise in many arenas related to planning is responsible for the following;

- i. The Town of Parachute along with all cooperating agencies, will participate to the fullest extent possible in the planning process.
- ii. Assisting BLM in the identification of the issues and concerns to be addressed in the planning effort.
- iii. Providing relevant data which may assist in the RMP/SEIS process. This data may include but is not limited to the following:
  - o Information relative to the Town of Parachute knowledge and expertise on approved programs, plans, and policies, which will be affected by the planning effort.
  - o Information relative to resources, use and management within the planning area.

- Information relative to visitation data, such as demographics, activities, and values.
- iv. Review and provide comment within scheduled deadlines of receipt of preliminary baseline reports or other technical reports where the Town of Parachute has provided data or other such information in order to complete the report.
- v. Review and provide comments within scheduled deadlines of receipt of the following sections of the draft EIS.
  - Preliminary range of alternatives to be considered in detail.
  - Relevant portions of the “Affected Environment” section (*including the socio-economic section*).
  - Relevant portions of the “Environmental Consequences” section.
  - Relevant portions of the “Consultation and Coordination” section including information on consistency reviews.
- vi. During public review periods for the Draft SEIS, provide the BLM a consolidated comprehensive review of the Draft EIS.
- vii. The Town of Parachute will assist the BLM in analyzing and reviewing public comments/data and work with BLM in the development of the proposed final RMP/SEIS.

## **VI. Funding**

Each entity agrees to fund its own expenses associated with this planning process.

## **VII. Joint Responsibilities**

The parties agree to use their best efforts to meet the time frames established in the agreement, to work cooperatively, and to resolve differences as quickly as possible.

## **VIII. Implementation, Amendment, and Termination**

This agreement becomes effective upon signature by all parties, and may be subsequently amended through written agreement of all signatories. The parties agree to jointly develop a framework for information exchange and feedback within 60 days of signing.

The Town of Parachute or BLM may terminate this agreement by providing written notice of termination to the other party. If not terminated sooner, this agreement will end when the notice of availability for the last final EIS is published in the Federal Register.

Nothing in this agreement will abridge or amend the authorities and responsibilities of the Town of Parachute or the BLM or any other party on any matter under their respective jurisdictions.

Nothing in this agreement may be construed to require either the Town of Parachute or BLM to obligate or pay funds or in any other way take action in violation of the Anti-Deficiency Act (31 USC 1341) or any State or county law or ordinance.

**IX. Sovereign Immunity**

Neither signatory waives their sovereign immunity by entering into this Memorandum of Understanding, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this agreement.

**X. Signatures**

The parties hereto have executed this Memorandum of Understanding as of the dates shown below.

BUREAU OF LAND MANAGEMENT

\_\_\_\_\_  
Steve G. Bennett  
Field Manager  
Colorado River Valley Field Office, BLM

\_\_\_\_\_  
Date

Town of Parachute

\_\_\_\_\_  
Roy McClung  
Mayor  
Town of Parachute

\_\_\_\_\_  
Date

Attest:

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

\_\_\_\_\_  
Date

## Appendix A:

### Agency Point of Contact

Bureau of Land Management:

Vince Hooper  
Colorado River Valley Field Office  
River Frontage Road  
Silt, Colorado 81652  
Phone (970) 876-9048  
Fax (970) 876-9090  
Email: [vhooper@blm.gov](mailto:vhooper@blm.gov)

Town of Parachute

Stuart S. McArthur  
Town Administrator  
222 Grand Valley Way  
Parachute, CO 81635  
970-285-7630  
970-285-0292  
[stuartmc@parachutecolorado.com](mailto:stuartmc@parachutecolorado.com)

### Agency Representatives

Bureau of Land Management:

Steve G. Bennett  
Colorado River Valley Field Office  
2300 River Frontage Road  
Silt, Colorado 81652  
Phone (970) 876-9002  
Fax (970) 876-9090  
Email: [sbennett@blm.gov](mailto:sbennett@blm.gov)

Town of Parachute

Roy McClung  
Mayor  
222 Grand Valley Way  
Parachute, CO 81635  
970-285-7630  
970-285-0292  
[rmmcclung@msn.com](mailto:rmmcclung@msn.com)

**TOWN OF PARACHUTE  
RESOLUTION NO. 2014-24**

---

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO DESIGNATING THE DAYS AND TIMES FIXED FOR REGULAR MEETINGS OF THE PLANNING AND ZONING COMMISSION AND THE BOARD OF TRUSTEES. CORRECTING RESOLUTION NO. 2014-23**

WHEREAS, currently the Planning and Zoning Commission meets on the third Thursday of each month and the Board of Trustees' regular meetings are presently set for the second Thursday of every month; and

WHEREAS, under the existing meeting schedule, if a matter is presented to the Planning and Zoning Commission (P&Z) and the P&Z recommends an action to the Board of Trustees, the applicant must wait another three (3) weeks for the Board of Trustees meeting to occur. This adds three weeks to the development review process; and

WHEREAS, the Board of Trustees desires to revise it's previously designated regular monthly meeting days for the Planning and Zoning Commission.

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

Section 1. Meetings for the Planning and Zoning Commission are hereby changed from the third Thursday to the second Thursday of every month at 6:30 p.m. and move the Board of Trustee Meetings to the third Thursday of every month at 6:30 p.m. effective January 1, 2015.

Section 2. The location where all regular meetings of the Planning and Zoning Commission and all meetings of the Board of Trustees shall be held is at the Parachute Town Hall, 222 Grand Valley Way, Parachute, Colorado.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Parachute, Colorado, held on November 13, 2014.

**TOWN OF PARACHUTE, COLORADO**

By \_\_\_\_\_

Roy McClung, Mayor

ATTEST:

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

**TOWN OF PARACHUTE  
RESOLUTION NO. 2014-25**

---

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE GRANT AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PARACHUTE PARK BOULEVARD RECONSTRUCTION PROJECT.**

**WHEREAS**, the Town of Parachute is a political subdivision of the State of Colorado, and therefore has the full and lawful authority to enter into and comply with the terms of an agreement for a grant awarded by the Garfield County Federal Mineral Lease District (GCFMLD); and

**WHEREAS**, the Town of Parachute submitted a Grant Application to GCFMLD for the Parachute Park Boulevard Reconstruction requesting a total award of \$200,000; and

**WHEREAS**, the Town of Parachute warrants that any and all statements and representations including all sources and uses of funds made in the grant application are true and correct, and that the grant application, including all attachments and exhibits thereto, is incorporated this reference into the agreement as if set forth in full and anew; and

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

**INTRODUCED, READ, PASSED, AND ADOPTED** at a regular meeting held at the Town of Parachute, Colorado, on the 13<sup>th</sup> day of November 2014.

BOARD OF TRUSTEES OF THE  
TOWN OF PARACHUTE, COLORADO

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

ATTEST:

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



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

---

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

## STAFF REPORT

**DATE:** November 13, 2014

**TO:** Town of Parachute Board of Trustees

**FROM:** Stuart S. McArthur, Town Manager

**SUBJECT: AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND GARFIELD COUNTY FEDERAL LEASE DISTRICT TO ACCEPT A \$200,000 GRANT FOR FUNDING FOR THE PARACHUTE PARK BOULEVARD**

---

### Background

Earlier this year, the Town was submitted a grant application to the Department of Local Affairs (DOLA) for \$62,500 to cover half the cost of a comprehensive (master) plan update for the Town of Parachute. DOLA subsequently approved the grant application and awarded the Town the amount requested. The Town included \$62,500 in its budget to match the awarded amount.

### Staff Analysis

Staff has received the original agreement from the Garfield County Federal Mineral Lease District.

### Attorney Review

N/A

### Recommendations

Staff recommends approving the agreement with the Garfield County Federal Mineral Lease District to accept the grant for \$200,000 for the purpose of partial funding of the Parachute Park Boulevard.

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

**TOWN OF PARACHUTE  
RESOLUTION NO. 2014-25**

---

---

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE GRANT AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PARACHUTE PARK BOULEVARD RECONSTRUCTION PROJECT.**

**WHEREAS**, the Town of Parachute is a political subdivision of the State of Colorado, and therefore has the full and lawful authority to enter into and comply with the terms of an agreement for a grant awarded by the Garfield County Federal Mineral Lease District (GCFMLD); and

**WHEREAS**, the Town of Parachute submitted a Grant Application to GCFMLD for the Parachute Park Boulevard Reconstruction requesting a total award of \$200,000; and

**WHEREAS**, the Town of Parachute warrants that any and all statements and representations including all sources and uses of funds made in the grant application are true and correct, and that the grant application, including all attachments and exhibits thereto, is incorporated this reference into the agreement as if set forth in full and anew; and

**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 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 3. If a grant is awarded, the Board of Trustees hereby authorizes Stuart McArthur, Town Administrator to sign a Grant Agreement with the GCFLMD.

**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 13<sup>th</sup> day of November 2014, and approved by the Mayor on the 13<sup>th</sup> day of November 2014.

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

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

ATTEST:

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

GRANT AGREEMENT

CONTRACT NUMBER: 14-FT-05  
PROJECT NAME: Parachute Park Boulevard  
GRANT: \$200,000.00  
AWARD DATE: October 15, 2014  
COMPLETION DATE: October 15, 2016

ORIGINAL

PARTIES TO AGREEMENT:

GRANTOR: Garfield County Federal Mineral Lease District  
GRANTEE: Town of Parachute, Colorado

Recitals

- A. Grantor is the Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD"), an independent public body politic and corporate formed pursuant to the Colorado Federal Mineral Lease District Act, C.R.S., § 30-20-1301 *et seq* (2014), as amended (hereinafter "the Act"), and governed by a Board of Directors (hereinafter "Board"). Grantor exercises the essential public function of alleviating social, economic, and public finance impacts resulting from federal mineral leasing activities within Garfield County.
- B. Grantor receives federal mineral lease payments from the Colorado Department of Local Affairs annually and is authorized under the Act and 30 U.S.C. §191 to disburse and distribute those payments for specific statutory purposes.
- C. Grantor may grant only to political subdivisions of the State of Colorado for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services. 30 U.S.C. §191.
- D. In 2014, Grantor created a grant program, pursuant to which eligible entities could apply for grants for eligible purposes. Grantee responded to the **Fall 2014 Grant Cycle** by submitting a detailed grant application (hereinafter "Grant Application").
- E. Grantor approved Grantee's Grant Application on **October 15, 2014**, subject to the execution of a detailed grant agreement, and subject to the terms and conditions set forth herein. The Parties intend this agreement to be the detailed final grant agreement (hereinafter "Agreement") required by Grantor and referenced in the Grant Application.

## Agreement, Terms, and Conditions

NOW, THEREFORE, for and in consideration of the mutual promises or covenants exchanged herein and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree to the following terms and conditions:

1. *Incorporation of Recitals.* The Recitals set forth above are hereby incorporated into the terms of this Agreement.
2. *Representations and Warranties of Grantee.*
  - a. Grantee is a political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantee warrants that any and all statements and representations including all sources and uses of funds made in the Grant Application are true and correct, and that the Grant Application including all attachments and exhibits thereto is incorporated by this reference into this Agreement as if set forth in full and anew.
  - c. Grantee's governing body has authorized entering into this Agreement as evidenced by the resolution attached hereto as **Exhibit A**.
3. *Representations and Warranties of Grantor.*
  - a. Grantor is a duly organized political subdivision of the State of Colorado and has full and lawful authority to enter into, and comply with the terms of, this Agreement.
  - b. Grantor represents and warrants that as of the date of execution of this Agreement it has available sufficient funds necessary to fully fund the amount of the Grant set forth herein.
  - c. The Board has authorized its President to sign this Agreement.
4. *Grant and Project.* Subject to the terms and conditions set forth in this Agreement, the Board hereby awards to Grantee a sum not to exceed **two hundred thousand dollars and no cents (\$200,000.00)** (the "Grant"). The Grant shall be used by Grantee solely to complete the Project, in substantial conformity with the final plans, specifications, designs and uses approved by Grantor and in conformity with the Grant Application.
5. *Project Scope.* Grantee shall not materially modify the Project or the Project budget (attached hereto as **Exhibit B**, the "Budget") without the prior written approval of the Grantor, or Grantor's designee, and such approval shall be in Grantor's sole discretion. Any material modification to the Project undertaken without Grantor's prior written consent may be deemed a breach of this Agreement by Grantor, entitling Grantor to all remedies available under this Agreement. If Grantee determines with reasonable

probability that the Project will not or cannot be completed as reflected in the Grant Application, Grantee will promptly so advise the Board, and cooperate in good faith to seek a resolution before any further funds are advanced.

6. *Grantee Efforts.* Grantee shall complete the Project in a timely fashion, in a good and workmanlike manner, and consistent with this Agreement and Grantor's approvals related to the Project.
7. *Completion Date.* Grantee shall complete the Project and submit its Final Report no later than **October 15, 2016** (the "Completion Date"), which is two calendar years after the Board's approval of the Project. Grantee may request an extension of the Completion Date. Extensions of up to 90 days may be awarded by GCFMLD staff. Longer extensions are heavily discouraged and are in the exclusive discretion of the Board. If Grantee determines with reasonable probability that the Project will not or cannot be completed by the Completion Date or any extended completion date, Grantee will promptly so advise Grantor, and cooperate in good faith to seek a resolution before any further funds are advanced.
8. *Matching Funds.* Grantee shall obtain the matching cash and in-kind contributions for the Project as reflected in the Budget and as required by Grantor, and shall provide such evidence of the same as Grantor may require in its reasonable discretion. Funds set aside for contingency are not matching funds.
9. *Disbursement of Funds.* Grantee shall select one of the three reimbursement options below regarding disbursement of funds. Grantee shall indicate its selection using the Reimbursement Options Form, **Exhibit C** (attached).
  - a. *Advance Payment:* If Grantee opts to receive a portion of the Grant funds prior to beginning work on the Project (an "Advance Payment"), Grantee shall provide Grantor with the documentation and calculations described in the **Advance Payment Request Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making an Advance Payment. An Advance Payment shall not exceed Grantor's percentage of expected overall costs (as determined by the Grantor-approved budget) applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, an Advance Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Advance Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee opts to receive an Advance Payment, it may not receive a Progress Payment, as defined below.
  - b. *Progress Payment:* If Grantee has opted to forego an Advance Payment and has opted to receive a portion of the Grant funds after starting but prior to completing work on the Project (a "Progress Payment"), Grantee shall provide Grantor with a progress report detailing expenditures and progress made to date ("Progress

Report"). The Progress Report must be submitted using **Grantor's Progress Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation to support making a Progress Payment. A Progress Payment shall not exceed Grantor's percentage of expected overall costs, as determined by the Grantor-approved budget, applied to the value of documented eligible expenses or 50% of the Grant, whichever is less. Notwithstanding remedies elsewhere described herein, a Progress Payment shall be considered a reimbursable financial obligation until the Project is completed and Final Payment as defined below has been made; however, the obligation to repay the Progress Payment shall be triggered in the event of breach, payable in the fiscal year of breach. If Grantee received an Advance Payment, it may not receive a Progress Payment, and Grantee is limited to receiving one Progress Payment.

- c. *Final Payment:* Once the Project is complete, Grantee shall submit a final report to Grantor detailing the accomplishments of and expenditures related to the Project (the "Final Report"). The Project is "complete" when, as applicable to the Project, (1) all planning is completed, (2) all public facilities have been built, or maintenance of the public facilities has been completed, and the public facilities are ready for their intended use, or (3) public services have been provided. The Final Report must be submitted using **Grantor's Final Report Form** available from Grantor. Grantor may, in its discretion, request additional documentation before its approval of the contents of the Final Report. Upon Grantor's review and approval of the Final Report, Grantor shall pay the outstanding balance on the Grant (the "Final Payment"), subject to any reductions contemplated by any provision of this Agreement.

10. *Conditions for Disbursement.* Except as provided in Paragraph 10 below, the Grant is subject to the following requirements and conditions.

- a. The Grant and all matching funds shall be used only for (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services and consistent with Grantee's representations in the Grant Agreement. Determinations on eligible and ineligible costs are in Grantor's sole discretion.
- b. Disbursement of Grant funds shall be made on the basis of costs actually incurred by Grantee and supported by written documentation (receipts, bills, etc.). Grantor may, in its discretion, depending on the nature of the Project, require documentation of mechanics lien waivers or waivers of claims to public project performance bonds as a precondition to any disbursement under this Agreement.
- c. Except as otherwise agreed to in advance by Grantor in accordance with the terms of this Agreement, no material modifications may be made to the Project. Material modifications to the Project to which Grantor has not agreed may result in a reduction in the Grant. "Material modifications" may include, but are not necessarily limited to, a reduction in the total cost of the Project or any other variance from the Project as presented in the Grant Application. It is the sole responsibility of Grantee

to inform Grantor of any such modifications to the Project. Grantor strongly encourages Grantee to contact Grantor in writing when it becomes aware of or wishes to make any such modifications, however seemingly minor, to the Project.

11. *Sufficiency of Grant Funds.* Grantor warrants that Grantor has available sufficient funds to fund the Grant.

12. *Project Operation and Maintenance.*

- a. As applicable to the construction and maintenance of public facilities, Grantee shall operate, manage, and maintain the Project in a reasonable state of repair for the purposes specified in the Grant Application for a period of 25 years from the date of completion of the Project or the useful life of the Project, whichever is less, in accordance with product warranties and/or generally accepted standards applicable to the Project, and provide and maintain access to the Project and to the Property, regardless of the Property's ownership.
- b. Failure to comply with the provisions of Paragraph 12.a. may be deemed a breach by Grantee under Paragraph 20, below.
- c. Grantor shall not be liable for any cost of maintenance, management or operation of the Project.
- d. Within 60 days of a reasonable request by Grantor, Grantee will provide Grantor with adequate records reflecting the operating and maintenance costs of the Project and provide the Board with such other information concerning the use of the Project by the public and the impact of the Project.

13. *Public Access.* As applicable to the construction and maintenance of public facilities, Grantee agrees, for itself and its successors in interest, to allow reasonable public access to the Project given the nature and use of the public facilities, for the term specified in Section 12. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.

14. *Compliance with Regulatory Requirements and Federal and State Mandates.* Grantee hereby assumes responsibility for compliance with all regulatory requirements in all applicable areas, including but not limited to nondiscrimination, worker safety, local labor preferences, preferred vendor programs, equal employment opportunity, use of competitive bidding, permits, approvals, and other similar requirements.

15. *Nondiscrimination.* During the performance of this Agreement, Grantee and its contractors, subcontractors and agents shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex, or any other basis prohibited by local, state or federal law. Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment

are free of such discrimination. Further, during the performance of this Agreement, Grantee and anyone acting on behalf of Grantee shall not engage in any unlawful discrimination in permitting access and use of the Project.

*16. Publicity and Project Information.*

- a. Grantee shall erect and maintain a sign or signs at a prominent location on the Project site acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such sign(s) at no cost to Grantee. Alternatively, Grantor will provide reproducible samples of its logo to Grantee for custom signage.
  - i. Grantor shall approve in advance the design of any sign(s) materially varying from the sign(s) provided by Grantor. To obtain such approval, Grantee shall submit to Grantor plans describing the number, design, placement, and wording of sign(s) and placard(s). Plans shall be submitted to Grantor for review and approval prior to completion of the Project. Where signage is impractical, a determination in the Grantor's sole discretion, Grantee agrees to proceed pursuant to paragraph 16.a.iii below.
  - ii. Grantor may withhold Final Payment pending evidence of placement of signage.
  - iii. In the case where the Grant is given for planning or public services, Grantee shall prominently display an indoor plaque or other suitable marker acknowledging the assistance of the Garfield County Federal Mineral Lease District. Grantor will provide such signs at no cost to Grantee. The plaque or marker shall be displayed in Grantee's principal place of business or other logical location as determined by Grantor.
  - iv. This requirement may be waived in Grantor's sole discretion.
  - v. Grantee shall inform the GCFMLD of the need for a replacement sign(s) or plaque due to damage, destruction, or disrepair. Grantor's failure to provide a replacement sign(s) or plaque shall relieve Grantee of the obligations of this paragraph.
- b. Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project.
- c. Grantee shall cooperate with the GCFMLD or its designee in advance in preparing public information pieces related to the Project.
- d. Grantee shall give the GCFMLD the right and opportunity to use information gained from the Project.

- e. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events.
- f. Grantee shall give timely notice of the Project, its inauguration, significance, and completion to the local members of the Colorado General Assembly, members of the board of county commissioners of the county or counties in which the Project is located, as well as to other appropriate public officials, upon request of Grantor.
- g. Grantee shall provide quality digital photographs (or printed photographs, if unable to provide digital photographs) of the completed Project with the Final Report, upon request of Grantor.
- h. At no time shall Grantee represent in any manner to the public or to any party that it is affiliated with the GCFMLD or acting on behalf of the GCFMLD.

17. *Liability.* The Grantor and Grantee acknowledge that each is subject to the constitutional prohibitions against indemnification pursuant to Colorado Constitution article XI, § 1 and that as governmental entities, neither party can agree to indemnify the other. Nothing herein shall be deemed a waiver of the Colorado Governmental Immunity Act for or by either party. C.R.S. § 24-10-101 *et seq.* (1963) as amended.

18. *Audits and Accounting.* Grantee shall maintain standard financial accounts, documents, and records relating to the use, management, and operation of the Project. The accounts, documents, and records related to the Project shall be retained by Grantee for not less than five (5) years following the date of disbursement of funds under this Agreement. Grantor, or its designated agent, shall have the right, upon reasonable notice to Grantee, to audit the books and records of Grantee which pertain to the Project and to the use and disposition of the Grant. While Grantee is not required to use GAAP (Generally Accepted Accounting Principles), Grantee shall use reasonable and appropriate accounting systems in maintaining the required records hereunder.

19. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project to ascertain compliance with this Agreement.

20. *Breach; Withdrawal of Board Funding; Termination of Agreement.* Anything else in this Agreement or otherwise to the contrary notwithstanding, Grantor may withdraw, in whole or in part, the Grant and/or terminate this Agreement, if the Board determines in its discretion that:

- a. facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;
- b. any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of Grantor;

- c. any statement or representation made by Grantee in the Grant Application, this Agreement, the Advance Payment documentation, the Progress Report, the Final Report, or otherwise is untrue, inaccurate or incomplete in any material respect;
- d. the results of Grantor's review of the Advance Payment documentation, the Progress Report, or the Final Report are not acceptable to Grantor with respect to material representations therein;
- e. the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in Grantor's sole judgment, make the Project impracticable;
- f. the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or Grantee's matching funding are reduced;
- g. title to or encumbrances against the Property are or become such that Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use;

21. *Remedies.*

- a. In the event that Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, Grantor may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:
  - i. Prior to payment of Grant:
    - A. Withdraw the Grant and terminate this Agreement; and,
    - B. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects.
  - ii. After payment (partial or full) of Grant:
    - A. Deny Grantee eligibility for participation in future GCFMLD grants, loans or projects;
    - B. Seek specific performance of Grantee's obligations under this Agreement;
    - C. Seek reimbursement in full of disbursement made under the Grant.
- b. The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity.

22. *Good Faith.* There is an obligation of good faith on the part of both parties, including the obligation to make timely communication of information which may reasonably be believed to be material to the other party.
23. *Assignment.* Grantee may not assign its rights under this Agreement without the prior written consent of Grantor, which consent shall be in the discretion of Grantor. Any assignment shall require that, at a minimum, the assignee is eligible to receive grants from Grantor and assumes all of Grantee's ongoing obligations under this Agreement.
24. *Applicable Law.* This Agreement shall be governed by the laws of the State of Colorado and the United States of America, and venue for any dispute hereunder shall lie exclusively in the 9<sup>th</sup> Judicial District Court, State of Colorado, in Glenwood Springs, CO.
25. *No Joint Venture.* Nothing in this Agreement shall be construed to create a joint venture, partnership, employer/employee or other relationship between the parties hereto other than independent contracting parties. Except as permitted under the remedies provisions hereunder, neither party shall have the express or implied right to act for, on behalf of, or in the name of the other party.
26. *Severability.* If any provision of this Agreement, or the application thereof, is found to be invalid, the remainder of the provisions of this Agreement, or the application of such provision, other than those as to which it is found to be invalid, shall remain in full force and effect.
27. *Time is of the Essence.* Time is of the essence in this Agreement.
28. *Survival.* The terms and provisions of this Agreement and the parties' covenants hereunder shall survive the funding of the Grant and the completion of the Project.
29. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which when taken together shall constitute one Agreement. In addition, the parties agree to recognize signatures of this Agreement transmitted by telecopy or e-mail as if they were original signatures.
30. *Third Party Beneficiary.* Grantor and Grantee hereby acknowledge and agree that this Agreement is intended only to cover the relative rights and obligations between Grantor and Grantee, and that no third party beneficiaries are intended.
31. *Construction.* Each party hereto has reviewed this Agreement, and therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.
32. *Waiver.* The failure of either party to enforce a term hereof shall not be deemed a waiver of such term or right of enforcement as to that breach or any subsequent breach

of the same, similar or different nature. No waiver shall be enforceable hereunder unless signed by the party against whom the waiver is sought to be enforced.

33. *TABOR*. No provision of this Agreement shall be construed or interpreted: i) to directly or indirectly obligate either party to make any payment in any year in excess of amounts appropriated for such year; ii) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever within the meaning of Article X, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or iii) as a donation or grant to or in aid of any person, company or corporation within the meaning of Article XI, Section 2 of the Colorado Constitution.

34. *Entire Agreement*. Except as expressly provided herein or below, this Agreement constitutes the entire agreement of the parties. No oral understanding or agreement not incorporated in this Agreement shall be binding upon the parties. No changes to this Agreement shall be valid unless made as an amendment to this contract, approved by the Board, and signed by the parties.

Exhibit A – Resolution Approved by Grantee’s Governing Body Authorizing Execution of this Agreement

Exhibit B – Project Budget

Exhibit C – Reimbursement Options Form

35. *No Later Than Start Date*. The GCFMLD’s mission includes the expeditious distribution of funding, which means the projects it funds are started and completed in a timely manner. A “no later than start date” is Grantee’s good faith estimate of the date by which the Project will commence. This date varies depending on the type of project, and is used by the Board for informational and tracking purposes only. Indicate this date below, and briefly describe the action(s) Grantee considers “starting” the Project. Examples: bid award date, groundbreaking, execution of construction contract, date of first program, etc. This date does not alter the Completion Date in paragraph 7 above.

No Later Than Start Date: \_\_\_\_\_ (mm/dd/yyyy).

Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

36. *Execution and Effective Date.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 34 above and deliver the same to Grantor no later close of business on **November 21, 2014**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee. The Agreement is effective only after Grantor has executed the Agreement.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the \_\_\_\_\_ day of October, 2014.

GRANTOR:  
GARFIELD COUNTY  
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:  
TOWN OF PARACHUTE, COLORADO

By: \_\_\_\_\_  
Gregg Rippy  
President, GCFMLD Board

By: \_\_\_\_\_  
Stuart McArthur  
Administrator, Town of Parachute

**ORIGINAL**

# **ATTACH EXHIBIT A**

# **ATTACH EXHIBIT B**

EXHIBIT C - Reimbursement Options

The Garfield County Federal Mineral Lease District ("GCFMLD") offers three payment options for the reimbursement of grants awarded. The payment options have been summarized below. Upon reviewing the options please sign in the appropriate spot to indicate which reimbursement scenario will best accommodate your grant. Return this completed form to the GCFMLD with your executed Grant Agreement.

Option 1 – Advance Payment Prior to Project

- Applicant may request one payment prior to commencement of work on a project, only IF the following situations apply:
- Up to 50% of the grant award may be requested with a signed construction contract between the applicant and a contractor.
- All usual reporting requirements, including documentation of cash and in-kind contributions and the total project and a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment

Option 2 – Partial Payment (as a standard option, rather than only upon request)

- Applicant may request one partial payment during the execution of the Grant Agreement.
- Up to 50% of the grant award may be requested.
- Partial grant payment will reimburse the Grantee for actual expenditures made in the performance of the executed Grant Agreement.
- All partial grant payments shall be based upon approved financial status reports documenting the expenditures made to date. Progress reports and staff review of the reporting may not be as detailed as it will be a final report stage, in order to facilitate payment.
- Final payment will be made upon full completion of the project and submission of all final report documentation. Final report materials include documentation to support all cash and in-kind contributions and the total project cost. Grantees are also required to submit a report comparing the approved budget vs. actual use of funds. The GCFMLD reserves the right to withhold all or a portion of the final payment should we find that ineligible expenses were included either in a progress report or at final report stage.

Option 3 – Final Grant Payment

- The entire grant award will be paid upon full completion of the project and submission of a final report that indicates the project was completed in accordance with the grant agreement.
- A final report including documentation of cash and in-kind contributions and the total project cost a report comparing the approved budget vs. actual use of funds, must be submitted prior to payment.

**PLEASE CIRCLE PREFERRED OPTION:**    OPTION 1            OPTION 2            OPTION 3

\_\_\_\_\_ Signature

\_\_\_\_\_ Name and Title (print)

Contract #: \_\_\_\_\_

ORIGINAL



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

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

## STAFF REPORT

**DATE:** November 13, 2014  
**TO:** Town of Parachute Board of Trustees  
**FROM:** Stuart S. McArthur, Town Manager  
**SUBJECT: COMPREHENSIVE PLAN REQUEST FOR PROPOSALS (RFP)**

### Background

Earlier this year, the Town was submitted a grant application to the Department of Local Affairs (DOLA) for \$62,500 to cover half the cost of a comprehensive (master) plan update for the Town of Parachute. DOLA subsequently approved the grant application and awarded the Town the amount requested. The Town included \$62,500 in its budget to match the awarded amount.

At the last Board meeting, the Board approved the agreement with DOLA for the expenditure of these funds for the comprehensive plan update.

On October 14, 2014, the Town issued a Request for Proposals (RFP) soliciting proposals from individuals and firms to assist the Town in preparing the update.

### Staff Analysis

We received five (5) responses to the RFP. The following reflects the comparison of the bids.

Organization / Bidder	Bid Amount
Orion Group	\$ 63,050
LSL Planning	26,500
PlanTools	62,465
RPI Consulting	75,000
RG and Associates	62,385

A review group, consisting of Davis Farrar, Steve Rippy, and me, met on Tuesday, November 4<sup>th</sup> to review the submittals and determine a recommendation to the Board regarding the proposed consultant would be.

In the end, the final determination of the successful bidder came down to the following:

- The company has representation in Durango and the Western Slope;
- The company works exclusively for rural counties and small towns in the interior west;
- The company integrates economic and budgetary strategies with land use and infrastructure planning to create a customized comprehensive plan that can be implemented; and
- The company is aware of the ups and downs that Parachute has experienced and the relationship with Battlement Mesa.

### **Attorney Review**

The attorney did not have the opportunity to review the contract before the Board packet had to be prepared. Upon his review some provisions of the contract relating to liability and other insurances may be revised.

### **Recommendations**

Staff recommends awarding the project to RPI Consulting LLL in the amount of \$75,000. In addition, staff recommends approving the contract in principle and allowing the Town Manager to sign the contract once finalized.

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



**TOWN OF PARACHUTE, COLORADO  
COMPREHENSIVE (MASTER) PLAN  
RESPONSE TO REQUEST FOR PROPOSALS**

---

**Submitted by:**

**RPI Consulting, LLC  
Dave Michaelson  
1911 East Main Street, Suite 224  
Durango, CO 81301  
970.215.0451**

**dave@rpiconsulting.org**

**October 29, 2014**



October 29th, 2014

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

Dear Mr. McArthur:

Thank you for the opportunity for RPI Consulting to submit a proposal and cost estimate for the creation of a comprehensive plan for the Town of Parachute. With offices in Durango and Fort Collins, RPI Consulting is the only planning firm in the United States working exclusively for rural counties and small towns in the interior west. Originally known as the Rural Planning Institute, we have a 15 year track record working for small towns, rural counties, special districts, school districts and sometimes directly for the Department of Local Affairs. RPI has successfully completed over 250 community planning projects in twelve states. We have completed comprehensive plans for more than twenty jurisdictions over the past 10 years and we have been working continuously on comprehensive plans for small towns and rural counties since we started the firm 15 years ago.

RPI applies an additional level of rigor to the comprehensive planning process because we are also fiscal and economic planning authorities and analysts. We integrate economic and budgetary strategies with land use and infrastructure planning to create a customized comprehensive plan that can be implemented.

RPI works extensively with citizens, staff and volunteer/elected boards to formulate planning solutions that lead to immediate implementation of the top priorities. We do not accept the "canned" planning processes. Each jurisdiction is different and each deserves a comprehensive plan addresses its unique characteristics and strategic direction.

This comprehensive plan presents a great opportunity to organize and facilitate grounded and well-supported strategies that are articulated and legitimized in the comprehensive plan and ready to implement. With this team, we can create successful and actionable plan that the town will be proud of and provides a clear path for implementation. Although we provide a relatively high level of detail in this proposal, we always remain flexible and hope to have the opportunity to discuss this in more detail to refine it to fit your community's needs and expectations. Please contact me anytime.

Sincerely,

Dave Michaelson  
Community Planner  
1911 East Main Street, Suite 224  
Durango, CO 81301  
970-215-0451  
Dave@rpiconsulting.org



RPI CONSULTING





# Town of Parachute

222 GRAND VALLEY WAY  
 PARACHUTE, COLORADO  
 81635  
 (970) 285-7630  
 (970) 285-0292- FAX

## REQUEST FOR PROPOSALS PRICING FORM

### I PRICING (FOR EACH PARTICIPANT)

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1					\$0.00
2					\$0.00
3					\$0.00
4					\$0.00
5					\$0.00
6					\$0.00
7					\$0.00
8					\$0.00
9					\$0.00
10					\$0.00
			<b>Total</b>		<b>\$0.00</b>

Not to Exceed Total: **\$ 75,000.00**

**NOTE: DETAILED SCOPE OF WORK, BUDGET & SCHEDULE INCLUDED WITH-IN RFP.**

**DAVID MICHAELSON, RPI CONSULTING, LLC**  




# Town of Parachute

222 GRAND VALLEY WAY  
PARACHUTE, COLORADO  
81635  
(970) 285-7630  
(970) 285-0292-FAX

## REQUEST FOR PROPOSALS SUBMISSION FORM

**SUBMISSION:** It is imperative, when submitting a bid/proposal, that you address the envelope as follows:

Town of Parachute  
ATTN: Purchasing  
222 Grand Valley Way  
Parachute, CO 81635

Attn: Stuart S. McArthur  
Town Manager  
RFP: 14-005

Does your proposal comply with all the terms and conditions? If no, indicate exceptions

YES / NO

Does your proposal meet or exceed all specifications? If no, indicate exceptions

YES / NO

State percentage of prompt payment discount, if offered

0 %

State total bid price (include all items bid)

\_\_\_\_\_

State total bid price with discount

\_\_\_\_\_

**The Town of Parachute must have on file a completed W-9 prior to doing business with Contractors. Please submit the attached form with your Proposal.**



222 GRAND VALLEY WAY  
PARACHUTE, COLORADO  
81635  
(970) 285-7630  
(970) 285-0292- FAX

# Town of Parachute

## REQUEST FOR PROPOSALS

**SUBSTITUTE FORM W-9**  
**REQUEST FOR TAXPAYER**  
**IDENTIFICATION NUMBER AND CERTIFICATION**  
(A copy of the W-9 instructions is available upon request)

Vendor# \_\_\_\_\_

**1 NAME OF FIRM:**

RPI CONSULTING, LLC

NAME (Legal Name)

BUSINESS NAME (If different from above e.g. DBA)

**2 ADDRESS WHERE NOTIFICATIONS, PURCHASE ORDERS ETC. SHOULD BE MAILED**

(if different from above):

RPI CONSULTING, LLC

NAME (As it appears on invoice)

1911 EAST MAIN STREET, SUITE 22A

ADDRESS

DURANGO, CO 81301

CITY, STATE, ZIP

**3. PAY TO OR REMITTANCE INFORMATION**

(If more than one remit to address, please attach on additional page.)

1911 EAST MAIN STREET, SUITE 22A

STREET ADDRESS

DURANGO, CO 81301

CITY, STATE, ZIP

The Internal Revenue Service requires that you submit a Taxpayer Identification Number to comply with this regulation, please fill in the required information on this form, sign and return it to:

By fax (303) 644-4125  
By mail Town of Parachute  
ATTN: Dustie Colella  
222 Grand Valley Way  
Parachute, CO 81635

**TAXPAYER IDENTIFICATION NUMBER (TIN)**

Social Security Number  
OR  
Federal Identification Number

20-4256595

Name of Business Owner (please print) GABE PRESTON

Check Appropriate Box:

- Corporation
- Individual/Sole Prop
- Partnership
- Non-Profit Organization
- Government
- Other \_\_\_\_\_

(Must explain)

**CERTIFICATION**

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct Tax Identification Number, and
- (2) I am not subject to backup withholding.
- (3) I am a US person (including a US resident alien)

Signature [Handwritten Signature]

Date 10-29-2014

Print Name DAVID MICHAELSON

Telephone Number 970) 215.0451

**NOTICE! CHECKS OR PURCHASE ORDERS WILL NOT BE ISSUED BY THE TOWN OF PARACHUTE UNTIL YOUR TAX PAYER ID NUMBER IS ON FILE IN THIS OFFICE!**

FOR OFFICE USE ONLY:

Individual/Sole Proprietorships: For Corporation:

- Merchandise Only
- Employee expense reimbursement
- Garnishment / Child Support
- Damage awards & other reimbursements
- Services
- Contract Labor
- Other (Explain)
- Sale of Land
- Attorney
- Non Attorney

Approved:

\_\_\_\_\_  
Interim Town Administrator

\_\_\_\_\_  
Date

**TOWN OF PARACHUTE COMPREHENSIVE PLAN  
Response to Request for Proposals**

**TABLE OF CONTENTS**

<b>1.</b>	<b>Why This Team</b>	<b>1</b>
<b>2.</b>	<b>Project Understanding</b>	<b>2</b>
<b>3.</b>	<b>General Project Approach</b>	<b>2</b>
<b>4.</b>	<b>Public Involvement Approach</b>	<b>2</b>
<b>5.</b>	<b>Working with Staff</b>	<b>4</b>
<b>6.</b>	<b>Scope of Services</b>	<b>4</b>
	<b>Phase 1 – Project Kickoff</b>	<b>4</b>
	<b>Phase 2 – Background Data and Public Meeting #1</b>	<b>4</b>
	<b>Phase 3 - Develop Plan Components</b>	<b>7</b>
	<b>Phase 4 – Fiscally Realistic Implementation and Land Use Code</b>	<b>9</b>
	<b>Phase 5 – Comprehensive Plan Review and Adoption</b>	<b>9</b>
<b>7.</b>	<b>Team Experience and Qualifications</b>	<b>10</b>
<b><u>Exhibits</u></b>		
<b>1.</b>	<b>Organizational Chart</b>	<b>1</b>
<b>2.</b>	<b>Public Engagement</b>	<b>3</b>
<b>3.</b>	<b>Base Mapping</b>	<b>6</b>
<b><u>Tables</u></b>		
<b>1.</b>	<b>Scope, Schedule and Budget</b>	<b>5</b>

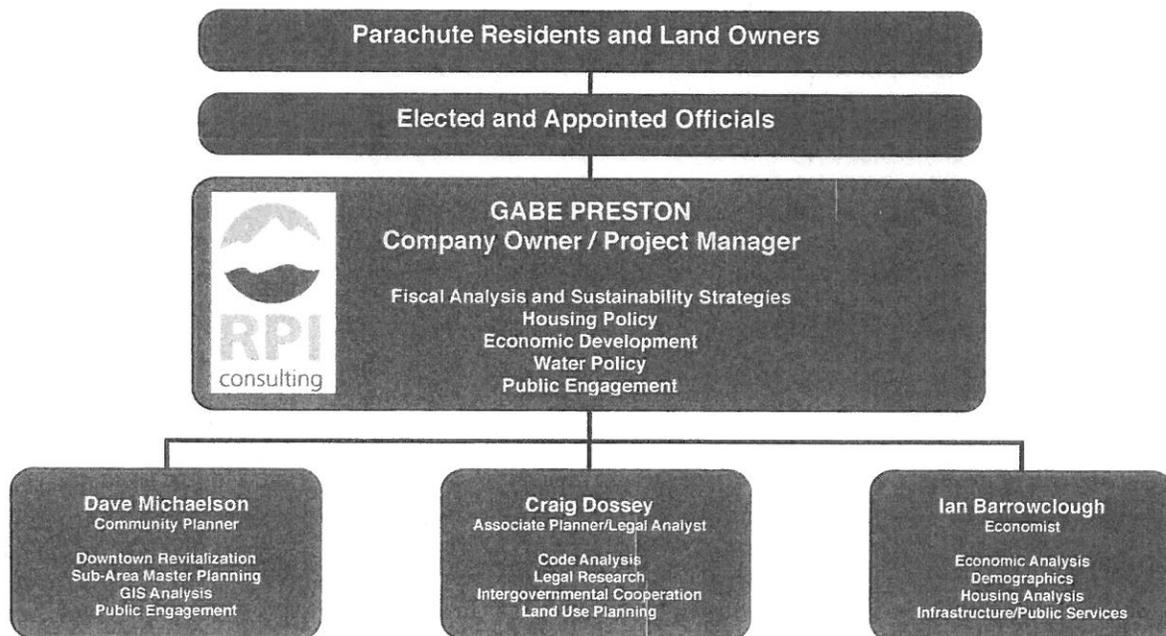


**WHY THIS TEAM?**

Before describing our approach and scope of work, we offer a brief introduction to the consultant team. The proposal later includes a detailed review of the consultant team and a discussion of our qualifications to successfully complete this exciting project.

RPI has an in-house staff that is a perfect fit for the Town of Parachute. Gabe Preston (Owner and Project Manager) brings 16 years of small town and rural county planning and economic development experience to the project and a long track record of providing innovative solutions and organizing communities to get things done. Dave Michaelson (Community Planner) is an award-winning planner with extensive experience with land use planning, design, transportation planning, housing and guiding and facilitating creative and productive public engagement processes in small town and rural settings. Dave has more than two decades of experience with GIS and Downtown Revitalization projects. Dave was the Garfield County Planner from 1991 -1996, and was responsible for the development and passage of the County’s Comprehensive Plan and designed the County’s GIS System. Craig Dossey (Associate Planner and JD), brings expertise in municipal law, land use codes, special districts, water resources and law, natural resources and law and experience with complex public infrastructure projects. Ian Barrowclough (Economist) is our in-house economist and has 9 years of experience distilling economic, fiscal/budgetary, demographic and housing data into concise documents that inform the important issues and opportunities. The project’s organizational structure is shown on Exhibit 1.

**Exhibit 1  
Organizational Chart  
Parachute Comprehensive Plan, 2015**



## PROJECT UNDERSTANDING

The Town of Parachute has experienced the booms and busts associated with energy production as much as any community on the Western Slope. With anticipation of the long-term viability of the oil shale energy, Battlement Mesa was developed to house nearly 25,000 workers in the 1980's. The long-term sustainability of oil shale failed to materialize, and Battlement Mesa transitioned into a retirement community.

The Town of Parachute has remained relatively unchanged through these cycles. The recent relocation of the "west" I-70 interchange and the annexation of properties in the County Road 315 corridor, coupled with the potential to enhance and revitalize the Downtown, present significant opportunities. Discovering and capitalizing on economic development opportunities, thoughtful and appropriate planning for future annexation and a rich public engagement process will lay the foundation for the future of a vital and successful Town.

## GENERAL APPROACH

Perhaps the best method to test a consultant team's qualifications is to have them explain their approach to the project. Updating a comprehensive plan is a complicated process, so it is critical to understand the team's planning principles and thought processes. The approach we propose represents a starting point for further refinement based on the consultant team's early discussions with representatives with the Town and our research of the 2005 Comprehensive Plan. We will assist the Town staff to refine the work tasks and prepare a thorough and balanced scope of work that will result in truly excellent comprehensive plan for the Town of Parachute. Based on our current understanding of the project we have prepared an approach that meets the challenges head-on and charts goals, strategies and implementation programs for addressing these issues.

## PUBLIC INVOLVEMENT APPROACH

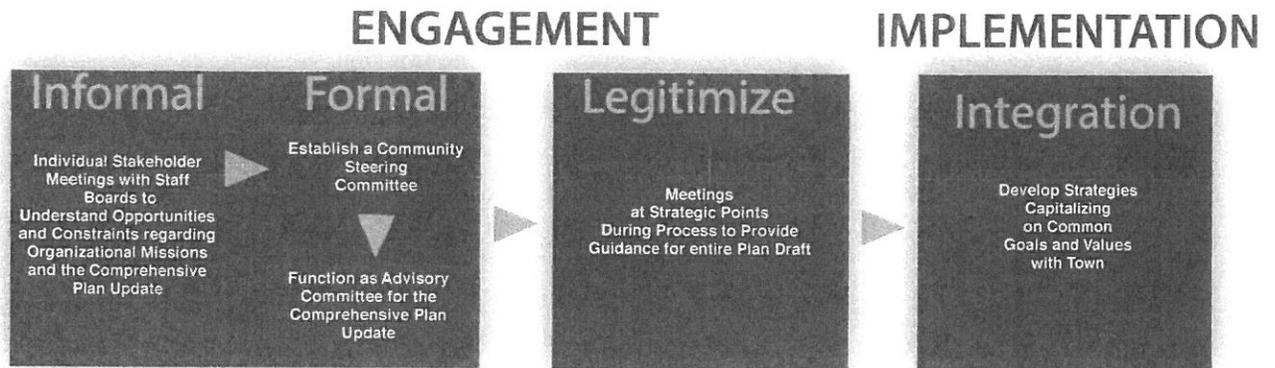
The community's concerns and aspirations for the future are part of the raw materials we use to create the comprehensive plan. A 'one-size-fits-all' community involvement strategy will not work for Town of Parachute. RPI has a record of success in diversifying public engagement strategies to include events and activities appealing to a wide spectrum of people. Therefore, the public involvement process is integrated and synchronized with the development of the comprehensive plan. The major public involvement steps listed below show the full breadth of the community's involvement throughout the process:

- ▶ Key stakeholder and landowner interviews - Identify key stakeholders and communicate with them directly.
- ▶ Kick-off reception and presentation - This is an opportunity for an informal gathering with the consulting team, town staff and leadership, community and business leaders, and community members who want to participate. The consultant team will advertise in a variety of media and with emails to a list of key stakeholders. Before the reception, the consulting team will give a presentation of the planning process, opportunities to participate, milestones and outcomes of the comprehensive plan.
- ▶ Youth vision - Concurrent with the vision event, the consulting team will coordinate with teachers to integrate a youth vision exercise into regular classroom teaching, and create a youth vision component of the comprehensive plans.



## Exhibit 2 Public Engagement Parachute Comprehensive Plan, 2015

GOAL: Develop a Public Engagement Strategy that actively integrates the public and Community-based organizations into the comprehensive plan, and will provide guidance for building capacity and working together on common goals.



- ◆ Provide a variety of opportunities for meaningful engagement.
- ◆ Establish a foundation for long-term project involvement and collaboration.

- ◆ Ensure that the goals and objectives of the public and community groups are included within the Plan in a meaningful fashion.
- ◆ Clear assignments and expectations for implementation.

- ▶ Community and non-profit organizations engagement and interviews.
- ▶ Economic Development Summit - This event is aimed at coordinating the city, county and economic development entities to accomplish finite and achievable goals.
- ▶ Community Growth Summit - This event will include mapping exercises, key pad polling and other ways to get input regarding overall goals for land use development and growth as well as place-specific input on land use and growth. Particular focus will be the recent annexations along County 315, future land uses and design considerations for the lands adjacent to the recently relocated west I-70 interchange, lay the foundation for future annexations and the revitalization of the downtown area.
- ▶ Workshops on each plan component - These workshops will include a core steering committee that attends all of the workshops and invited staff, experts and community leaders to participate present information about each topic.



- ▶ Media relations – Media relations are key because the consulting team will encourage media coverage, post meeting and event announcements, and send press releases to facilitate coverage.
- ▶ Formal review, public hearings and adoption.

**WORKING WITH STAFF**

Parachute is typical of many small, rural towns with limited staff resources to accomplish a wide range of job responsibilities. At the beginning, we will need to sit down with staff, tour the town and the 3-mile area together and get oriented and up-to-speed with town projects, partnerships and things that have been accomplished over the years. We will submit a thorough information “needs list” up front, which will likely require some staff time to gather the information. The most important role for staff is to review the material we produce, provide a representative at each public event and meeting, and help the team evaluate our performance. This will assist us to make corrections or run the communications that are needed in real-time to keep the plan on track and positive from start to finish. Honesty and responsiveness are among our highest principles here at RPI, we aim to do our best work, but if we need to correct something, we will acknowledge it and fix it. Regular communications with staff will be part of the project, especially leading up to meetings and event and following the submittal of draft documents.

This proposal presents a coordinated and integrated approach, scope of work and budget for completing a Comprehensive Plan. It also demonstrates RPI’s unique approach and work program for creating an effective a comprehensive plan with clear implementation steps.

**SCOPE OF SERVICES**

The approach and scope of work are organized by ‘plan element’. A plan element includes milestones in the process (for example, the plan kickoff), information support (for example, existing conditions map), and draft sections/chapters of the comprehensive plan. Each plan element includes an introductory approach paragraph and a detailed scope of services describing ‘tasks’ such as the community events, meetings, and deliverables. A detailed scope of work is included as Table 1.

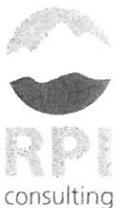
**PHASE 1 - PROJECT KICKOFF**

Communication is paramount at the beginning of a comprehensive plan planning process as the consulting team makes contacts, gathers information and gets a reliable read on community sentiment regarding central issues. This will include a meeting with Staff for a thorough transfer of knowledge and data and to finalize the scope of work and process. This also includes a meeting with the Town Board to get any final comments and make sure the Board understands the process and the outcomes.

**PHASE 2 - BACKGROUND DATA, PUBLIC MEETING #1 AND COMMUNITY ORGANIZATION ENGAGEMENT**

**Establish a Concise Economic, Demographic and Geographic Information Base**

RPI has 15 years of experience with compiling and presenting a concise and reliable information base that informs the issues and opportunities throughout the comprehensive plan process. The background report will include economic, demographic and fiscal/budgetary information compiled into a concise document that will directly inform important plan topics such as economic development, housing, age structure, and school enrollment trends. The team will also make full use of the information that the town already has on hand and will compile town, county, state and federal mapping data into an informative base map of the planning area.



**AGREEMENT BETWEEN THE TOWN OF PARACHUTE  
AND RPI CONSULTING LLC  
TO PROVIDE PROFESSIONAL SERVICES FOR PREPARATION OF THE  
COMPREHENSIVE PLAN UPDATE**

---

**DATE:** November 14, 2014

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

**RPI CONSULTING LLC**, a Colorado corporation, 1911 East Main Street, Durango, CO 81301 (Consultant).

**RECITALS:**

- A. The Town issued a Request for Proposals seeking qualified firms with expertise in planning to provide planning professional services to prepare the comprehensive plan update for the Town.
- B. Consultant timely submitted its proposal.
- C. Town wishes to engage Consultant to provide planning services as needed and as further set forth in the Scope of Services (which services are hereinafter referred to as the "Services").

**TERMS:**

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

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

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

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

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

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

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

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

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

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

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

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

**Section 13. Indemnification.** Consultant expressly agrees to indemnify and hold harmless Town or any of its officers or employees from any and all claims, damages, liability, or court awards including attorney's fees that are or may be awarded as a result of any loss, injury or

damage sustained or claimed to have been sustained by anyone, including, but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Consultant or any of their employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Town, Town will give notice within ten (10) days thereof to Consultant.

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

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

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

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

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

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

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

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

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

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

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

Consultant will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the

employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Consultant is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

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

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

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

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

**TOWN OF PARACHUTE**

\_\_\_\_\_  
Stuart S. McArthur, Town Manager

**ATTEST:**

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

**CONSULTANT:**

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

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

Witness my official hand and seal.

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

(SEAL)

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

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

The undersigned hereby certifies as follows:

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

**Consultant:**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Exhibit "A"

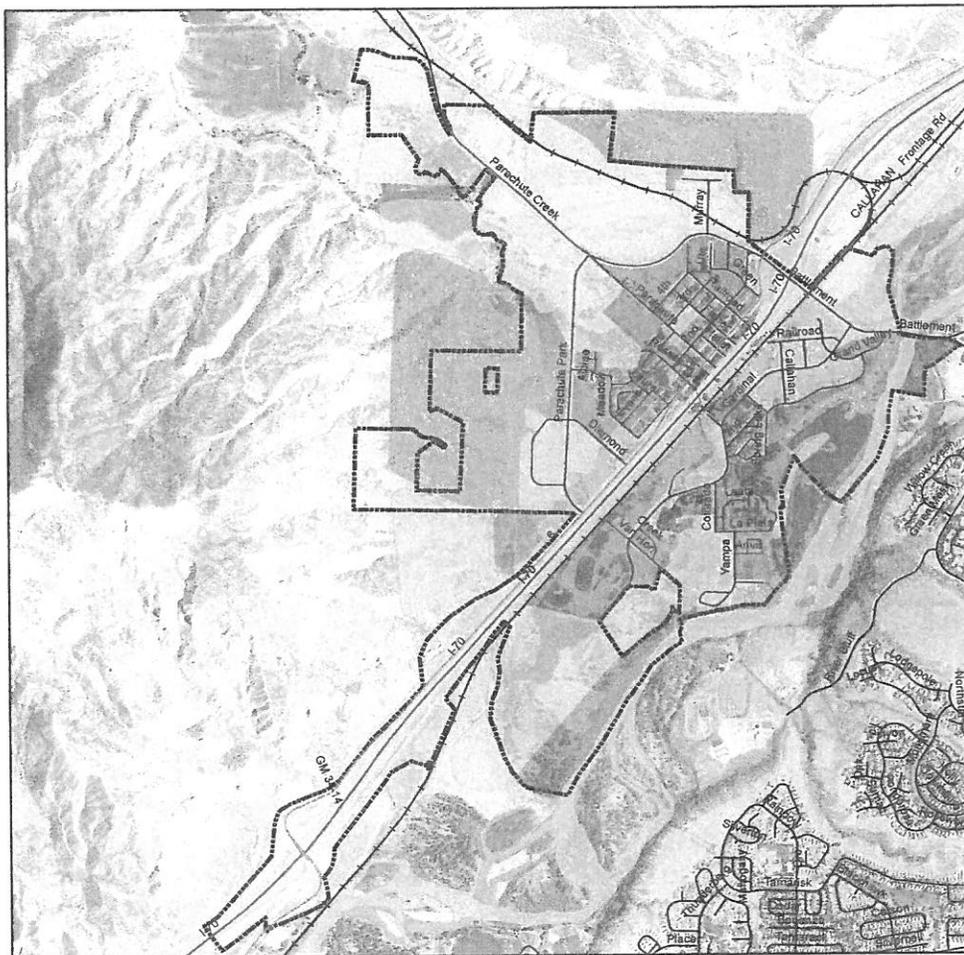
Scope of Work

---

**See attached Request for Proposal submitted on October 31, 2014.**

The need to consider land use planning opportunities for the County Road 315 corridor, the recently relocated I-70 interchange, future annexations and the potential for revitalizing the existing Downtown will require rich base mapping in a GIS format. RPI has already obtained all available GIS data for the Parachute area, including high-resolution imagery.<sup>1</sup> All of these data sets would be formatted to serve as an starting point for physical land use planning, and would be available for use by Town staff and other consultants during the Comprehensive Plan process and into the future. Exhibit 3 is a conceptual Base Map including the 2005 Comprehensive Plan Future Land Use Designations.

### EXHIBIT 3 BASE MAP AND 2005 FUTURE LAND USE DESIGNATIONS

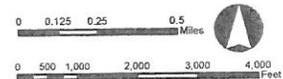


Town of Parachute, Colorado  
2005 Comprehensive Plan  
Future Land Use Designations

**2005 Comprehensive Plan Designations**

**2005 Comprehensive Plan**

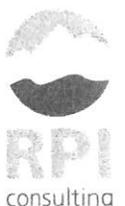
- Commercial Highway
- Commercial Neighborhood
- Commercial Old Town
- Commercial Retail
- Commercial Service
- General Industrial
- Limited Industrial
- Open Space
- Park Land
- Public Facility
- Residential High Density
- Residential Low Density
- Residential Medium Density



Data Sources:  
Imagery from NAIP, 2013. Future Land Use Designations, Garfield County, 2014.



<sup>1</sup> Specific data provided to the County includes aerial imagery, parcel data, mapping, topographic, existing zoning and boundary, RPI GIS data and planning data from SGM.



### **Interviews and Networking with Leadership, Staff, Stakeholders and Observant Locals**

Nothing is more effective than a series of informal conversations with a representative set of people who are (or could be) interested in the comprehensive plan or might be affected by specific components. This is an opportunity to build interest and involvement of community leaders who may not otherwise participate in a comprehensive plan and those groups, agencies and individuals that could help implement.

### **Articulate Community Vision Statements**

Establishing community vision statements early in the process is an important early step. The vision statements will parallel the plan components and will help guide the ensuing plan components. We will network and advertise relentlessly to get a broad cross-section of the community to a dynamic vision event that includes brainstorming in small groups, keypad polling and food. Because the comprehensive plan is about the future, we have included a in-school youth vision program. The youth perspective will be integrated into the vision statements. In past RPI projects, the youth vision has been invaluable in shaped goals, strategies and future land use mapping.

### **Engage Community and Non-Profit Organizations Early**

This comprehensive plan provides a great opportunity to organize community and non-profit organizations to help develop grounded and well-supported strategies articulated and legitimized in the comprehensive plan. Engaging the community and non-profit organizations early in the process will pay dividends when it comes to implementing the comprehensive plan. The process will include informal networking and interviews leading up to first workshop with community and non-profit organizations to address organizational capacity, articulate the goals and projects, identify common goals and projects.

### **Phase 3 Develop Plan Components**

#### **Economic Development and Fiscal Sustainability**

A comprehensive plan is an opportunity to integrate economic development with other fundamentals such as, land use, public facility and infrastructure planning, and the role of non-profits and volunteers. Successful implementation requires authentic engagement of economic development advocates, the town, the county, and other business leaders.

All too often planning efforts get carried away with the possibilities of the future without grounding policies in the realities of infrastructure, service needs, staff workloads, and the economic base and available funding for plan implementation. RPI specializes in considering plan goals and policies in the light of available resources and developing funding strategies. We aim to keep plan objectives within the bounds of real world implementation. For example, we will coordinate closely with the current water and sewer infrastructure planning and integrate the guidance and information from this effort directly into the comprehensive plan. It is our understanding that Parachute has contracted for consultant assistance addressing water and sewer infrastructure planning.

#### **In-Town Growth, 3-Mile Plan and Environment**

RPI Consulting brings the array of experience needed to plan for-in-town and future growth areas and chart achievable and well-supported goals and strategies for future growth and redevelopment. Infrastructure capacity, neighborhood character, the amount of vacant or underdeveloped land and fiscal/budgetary realities will all be considered concurrently in the future land use planning process.



The future land use plan will provide physical planning guidance grounded in the realities of landowner interests, geography/existing conditions, core infrastructure and jurisdictional boundaries. The comprehensive plan is also the place to articulate policies and to create conceptual mapping in the unincorporated lands around Parachute that could someday become part of the town or connect to its infrastructure. This will require thorough base mapping and the focused involvement of landowners and county leadership in the three-mile planning area. In addition to the importance of energy development, Parachute has a rich tradition as an ag-town.

### **Housing Strategy**

Housing needs and markets are ever evolving and housing is a core component of community development. Early in the process, the team will assemble appropriate baseline housing supply and affordability data and the most detailed available commuting data to clarify the relationship between regional economic activity and demand for housing. The consulting team will invite economic development and housing entities and advocates, developer, and realtors to the housing workshop. Using the housing data and ideas from the workshop, the team will develop strategies for future housing including key considerations such as affordability, variety, workforce housing, quality and neighborhoods, elderly, veterans and other specific housing needs. The housing needs would be integrated with the future land use plan to ground the policies on the ground. In addition, regional transportation linkages between housing and employment sites in the valley will be explored and integrated into the transportation element.

### **Transportation**

The transportation plan component of the plan will consider vehicular, truck commerce, bicycle/pedestrian, bus/transit options, and regional connections. The plan will provide guidance and strategies for the most important components of the transportation system for a base industry development, including highway access and transportation infrastructure to annexed lands and future development areas. Walk-bike pathways, bike lanes, sidewalks, highway crossings and other bike and pedestrian infrastructure contribute greatly to the quality of life and safety in town. This same quality will also entice the passersby to venture into town, get out of the car and explore Parachute.

### **Public Facilities, Services and Core Infrastructure**

The comprehensive plan will include a synthesis of known infrastructure conditions and evaluate the feasibility of accommodating future expansion and infill with basic infrastructure and services such as water, sanitary sewer, storm drainage, streets, public safety, public/civic facilities, EMS and fire protection. This would also include charting goals and strategies for improving and maintaining parks, trail and recreation facilities and programs and would establish a path for implementing feasible opportunities. RPI will coordinate closely with the infrastructure planning and analysis currently underway by the Farnsworth Group.

The comprehensive plan is also the opportunity to articulate the common goals with the town's public partners, for example, goals for on-going partnership with the school district on sports fields and other shared facilities and coordinating water infrastructure and streets with the fire district. All buildings have a lifespan that can be extended with regular maintenance and upgrades or expansions, but eventually some facilities need to be replaced. An overview of the town's facilities and the needed updates or replacements will be compiled into a prioritized and implementable capital improvements plan tied to funding strategies.



### Cultural, Historic, Tourism and Education

Visitors bring in money from outside of the economy and stay overnight like tourists. The volume of traffic coming into Parachute near the interchanges represents a real possibility attracting passersby into town. There is much more than meets the eye from the interchanges, with the potential to integrate historic and cultural relics, historic buildings, interpretive sites and information, shade trees, parks and trails .

This topic will include strategies to communicate to passersby what Parachute has to offer via the web and other media and directional and interpretive signage. This will include a workshop with the steering committee and invitees from the Chamber of Commerce and other appropriate parties.

### PHASE 4 - FISCALLY REALISTIC IMPLEMENTATION AND LAND USE CODE AMENDMENT PROCESS

RPI will lead Town of Parachute in developing a functional, publicly supported, and implementable comprehensive plan that will serve as a working document for both the short and long term. RPI always thinks ahead beyond plan adoption and towards implementation. As noted above in the public involvement description, the planning process authentically engages the community and non-profit organizations government, agencies and individuals that can gain traction from and help implement the plan. The fundamentals of implementation are: who? what? when? how? Where does the money come from? Clear assignments, expectations and funding strategies that answer these fundamental questions will prepare the community for successful implementation.

With the plan elements in draft, the planning team can evaluate whether the existing land use and zoning codes reflects the current realities and future potential of town and areas in the unincorporated county. The code assessment will make recommendations for targeted changes to the development code needed to implement the comprehensive plan.

### PHASE 5 - COMPREHENSIVE PLAN REIVEW AND ADOPTION PROCESS

The final steps in the comprehensive plan process are critically important because this is when the planning commission and town board get to see the entire plan in draft and make suggestions for changes to refine and polish the plan. The consulting team assumes that the planning commission would hold a public hearing and make a recommendation of approval to the town board, who would then formally adopt the plan, but this is ultimately to be decided by the town.

### FINAL PROJECT DELIVERABLES

This comprehensive plan will be a product that the town and the community can be proud of and will provide big picture guidance and project specific implementation guidance for many years. The plan will be user-friendly, with a concise summary up front giving the highlights of the plan and describing the organization and content. To save words and more effectively communicate policy direction, the plan will contain visuals and maps throughout. High quality copies, digital files, mapping files and other background research will be organized into a tidy database for future reference and plan amendments, and allow simple posting on the Town's website.



## TEAM EXPERIENCE AND QUALIFICATIONS

RPI CONSULTING is the only comprehensive planning firm working exclusively for the small towns, resort communities and rural counties of the Rocky Mountain West. Originally known as the Rural Planning Institute, RPI has a fifteen-year track record of integrating creative planning solutions to solve the issues in rural counties and small towns. We have offices in Durango (main office) and Fort Collins to efficiently cover the State of Colorado, allowing us to reduce our costs and maximize the return for the client.

RPI has had the privilege of preparing comprehensive in widely diverse rural and small town environments, ranging from amenity-driven resort communities like Carbondale, Buena Vista, Silverton and San Juan County to natural resource-driven economies such as Elko Nevada, Rio Blanco County Colorado and Casper, Wyoming. In each of these locales we brought a customized approach, solid technical skills, and a determination to understand and resolve the issues at hand. RPI has experience with infrastructure planning and capital improvement plans. We have worked extensively at both municipal and County levels and are very experienced coordinating between these levels of government.

RPI is also an economic planning firm where we live by the motto "There is no Community if there is no Economy". As a result economic principals are at the core of all our planning processes. This enables our approach to integrate local government budgetary fiscal analysis and economic development into all phases of the comprehensive planning process to insure that implementation is both feasible and maintainable.

### RPI KEY PERSONNEL

RPI Consulting is proud to offer our small and accountable team to assist Parachute with the creation of a coordinated Comprehensive Master Plan. Detailed resumes are provided in the Appendix of the proposal.



**Gabe Preston** - *Managing Partner & Project Manager*: With 15 years experience as a community planner and economic analyst, Gabe has achieved a balance between the information/technical elements of planning and the community outreach side of the job. As the lead consultant or team member on over a dozen comprehensive/master plans, Gabe is an accomplished long-range planner with an inclusive facilitation style that encourages authentic public involvement and builds support for each plan. His ability to build community support is complemented by his technical knowledge.

Gabe has been project lead for more than a hundred technical planning projects including economic analysis, housing needs assessments, market studies, fiscal analysis/impact fees, economic development, infill planning, transportation/connectivity planning, and GIS mapping. Mr. Preston's educational background is in mathematics (BA, St. John's College) and geography (MS, University of Colorado).



**Dave Michaelson** - *Community Planner*: Dave brings over 25 years of award winning planning expertise to the team. Dave has served as the County Planner for Garfield County Colorado, Deputy Director of Community Development for the City of Aspen, Colorado, Director of Long Range Planning and GIS for Gunnison County, Colorado and Senior Long Range Planner for the County of Maui, Hawaii. He was most recently the Director of Planning for both the Town of Silverton and San Juan County, Colorado, which required close cooperation between both the Town and the



County, and uniquely demonstrates Dave's ability to work with multiple jurisdictions and federal agencies to accomplish common goals. He has completed Comprehensive and Master Plans for the Town of Carbondale, the Town of Basalt, the Town of Marble, Garfield County, Gunnison County and Maui County. He was the author of groundbreaking Backcountry Development Regulations in San Juan County that have gained national attention. He has been involved in significant Code Amendment processes for all of these jurisdictions. He is considered a nationally recognized leader in applied GIS and the integration of AutoCAD with applied GIS, and has been featured in three books published by the Environmental Systems Research Institute (ESRI). Dave holds a Master's Degree in Urban and Regional Planning/Urban Design from Cal Poly, a Master's Degree in Public Policy and Administration with an emphasis in Urban and Regional Planning from California State University - Long Beach, and a B.A. in Political Science/Environmental Studies from the University of Northern Colorado.



**Craig Dossey:** With over 8 years of experience as a county and municipal planner, land development code specialist, and large scale development and utilities project manager, Craig has developed the ability to analytically assess, draft, and implement local government regulations. Craig has been project lead for a number of county and total development code rewrites to authoring code amendments needed to address topical issues, such as oil and gas development and the wind and solar energy generation industry. Craig has also provided expert technical assistance on multiple other regulatory amendments, including the development of County guidelines and regulations pursuant to Colorado Revised Statutes Title 24, Article 65.1, for Areas and Activities of State Interest. As a planner, Craig worked with property owners and developers to evaluate and permit a variety of developments

ranging from small-scale residential subdivisions to large-scale commercial and industrial developments. As a senior project manager and senior planner, Craig effectively utilized both existing and recently adopted local government regulations to evaluate large-scale developments, specifically with regard to multi-jurisdictional utility projects, energy production, and the creation of Colorado Revised Statutes Title 32 Special Districts. Mr. Dossey's diverse educational background in law and technical writing (Juris Doctorate, University of Denver and Bachelor of Arts in General English, Fort Lewis College) and in urban and regional planning (Masters, University of Colorado at Denver) combine to offer a unique set of analytical, creative, and legalistic abilities.



**Ian Barrowclough - Analyst:** Ian has worked on a variety of fiscal, economic, and planning projects throughout the West including economic and financing projects for municipal and county governments. Mr. Barrowclough has analyzed both specific and general development scenarios has managed and worked on multi- and cross-jurisdictional projects, in addition to generating complex feasibility studies, build-out forecasts, and capital facilities planning for a variety of public sector services. Finally he acts as the firm's repository of database and GIS skills. Ian graduated Cum Laude from Fort Lewis College with degrees in Economics and Political Science.



## RPI RECENT PROJECT EXAMPLES

### Comprehensive Master Planning

RPI Consulting has completed comprehensive plans for rural communities, small towns, resort jurisdictions and rural counties throughout Colorado and the western US. We typically complete, on average, two plans each year. Listed below are some recently completed projects that demonstrate our expertise to complete the Comprehensive Plan for Parachute.

- **Town of Blue River, CO -**  
Comprehensive Plan
- **Town of Buena Vista, CO -**  
Comprehensive Plan
- **Town of Meeker, CO -**  
Comprehensive plan
- **Town of Carbondale, CO -**  
Comprehensive Plan
- **Town of Bayfield, CO -**  
Comprehensive Plan
- **Town of Pagosa Springs, CO -**  
Comprehensive Plan
- **Grand County, UT -**  
Comprehensive Plan
- **La Plata County, CO -**  
Comprehensive Plan
- **City of Glenwood Springs, CO -**  
Comprehensive Plan
- **Town of Silverton & San Juan County, CO -** Joint  
Comprehensive Plan
- **City of Alamosa & Alamosa County, CO -**  
Joint Comprehensive Plan
- **Rio Blanco County, CO -**  
Comprehensive Plan
- **Gunnison County, CO -**  
Comprehensive Plan
- **City of Monte Vista, CO -**  
Comprehensive Plan
- **Town of Nucla, CO -**  
Master Plan
- **Sierra County, NM -**  
Comprehensive/Land Use Plan
- **Montrose County, CO -**  
Comprehensive Plan

### Economic Planning

RPI Consulting incorporate fiscal and economic planning strategies into the comprehensive master planning process. We integrate strategic, budgetary planning into the physical land use and infrastructure assessment to create a customized comprehensive master plan designed to ensure successful implementation. Listed below are some recently completed economic planning projects that demonstrate RPI's expertise to complete the Parachute Master Plan.

- **Monte Vista, CO -** Economic Base Analysis & Strategic Action Plan
- **Durango BID, CO -** Recreation Market Opportunity Analysis
- **City of Durango, CO -** Retail Market Opportunity Assessment
- **Teton County, WY -** Economic Development Plan
- **La Plata County, CO -** Economic Vitality Plan
- **Lake City, CO -** Capital Improvements Plan
- **Nucla & Naturita, CO -** Economic Development Plan
- **Glenwood Springs, CO -** Economic Policy Guide
- **Grand County, CO -** Community Profile



## Recreation and Trails Planning

RPI's experience with recreational and trails planning within the context of comprehensive plans is unmatched in Colorado.

**Carbondale Multi-Modal Mobility Plan (2012)** - Pedestrian / Bicycle Mobility Plan integrated into the Town Comprehensive Plan.

**Town of Dolores Trails Plan (on-going)** - Comprehensive trails and pathways plan in and near town including key connections to adjacent public lands and trailheads.

**Grand Teton National Park Trails Master Plan (2008)** - regional trail planning and design for park and related use.

**City of Montrose River Corridor Recreation Plan (2009)** - Recreation and Development of the Uncompahgre River

**State of Colorado Small Community Parks Planning Standards, State of Colorado (2005)** - RPI authored parks and facility standards for communities under 10,000 for the State of Colorado

**Lake Nighthorse Recreation Plan (2010)** - Consumer Demand, Public Facilitation & Market Study

**San Juan National Forest (2007-2009)** - Public lands recreation planning and public facilitation

## Water Resources and Water/Sewer Utilities

Because RPI works in the rural west, water resource studies have been an important component of RPI's practice. Since we assist communities with capital improvement and fiscal planning, we also specialize in water and wastewater capital planning and rate/fee studies.

**Town of Mancos, CO (ongoing)** - Water Capital Improvements Plan and Monthly Rate Update

**La Plata County, CO (2009)** - Ft. Lewis Mesa Ground Water Resource Study and Land Use Plan

**Town of Rico, CO (2011)** - Geothermal Water Resource Study and Implementation Plan

**Town of Silverton, CO (2010)** -- Water, Wastewater and Trash Capital Improvements Plan and Tap Fee Revisions

**City of Durango Recreation In-Channel Diversion Water Court Case (2008)** - Animas Basin Buildout Study and Domestic Water Needs Analysis

**Arapahoe County Water and Wastewater Authority (2005)** - Elbert County Rural Lands Buildout Study and Domestic Water Supply Needs Analysis

**Town of Bayfield, CO (2005)** - Water and Wastewater Capital Improvements Plan and Tap Fee Revisions

## Surveys and Opinion Polling

RPI has in-house survey talent and we have created and administered professional quality surveys in many different contexts and we routinely administer surveys as part of the public involvement efforts for comprehensive plans. We utilize a range of media depending on the goals of the survey and the community context (mail-out/handout surveys, web surveys, .pdf surveys, utility bill surveys). RPI also owns a key-pad polling system that allows live-time surveys where the results appear instantly on the screen once participants have answered the questions using their key-pad.



**Comprehensive Plans that Included Surveys** -- Town of Carbondale, CO; Grand County, UT; Silverton and San Juan County, CO; Town of Bayfield, CO; La Plata County, CO

**Comprehensive Plans that Included Key-Pad Polling** -- Town of Carbondale, CO; Grand County, UT; Silverton and San Juan County, CO; La Plata County, CO; Alamosa County and City of Alamosa Joint Comprehensive Plan

**School District Demographic Surveys** -- Durango, Bayfield, Ignacio, Montezuma County, Mancos, Dolores School Districts

**Housing Surveys:** Hualapai Indian Reservation, Navajo Nation, Pitkin County, CO

**Recreation Use Surveys:** Hindsdale County, State of Colorado Small Town Parks Planning Standards, City of Durango Whitewater Park Market Study; San Juan National Forest Plan.





## GABE PRESTON

---

RPI Consulting – Durango  
1911 East Main Avenue, Suite 224,  
Durango, CO 81301,  
970.382.9886,  
[Gabe@rpiconsulting.org](mailto:Gabe@rpiconsulting.org)

With 15 years' experience as a community planner and economic analyst, Gabe has achieved a balance between the information/technical elements of planning and the community outreach side of the job. Gabe has been project lead for more than a hundred technical planning projects including economic analysis, housing needs assessments, market studies, fiscal analysis/impact fees, economic development, infill planning, transportation/connectivity planning, pro-forma analysis, and GIS mapping. As the lead consultant or team member on over a dozen comprehensive / general / master plans, Gabe is an accomplished long-range planner with an inclusive facilitation style that encourages authentic public involvement and builds support for each plan. Mr. Preston's educational background in mathematics (Bachelors, St. John's College) and geography (Masters, University of Colorado) lend to a creative, analytical, and spatial planning style.

### WORK EXPERIENCE

#### **RPI Consulting**, Durango, CO

February 2001 - Present

##### *Managing Partner and Project Manager*

- Project Manager responsible for establishing methodology and managing public process for local government planning projects including comprehensive plans, parks planning, fiscal impact assessments, capital facilities planning, impact fees, affordable housing studies, surveys, market analyses, socio-economic impact studies, pro-forma analysis, economic development and other county, state, municipal, and federal economic and planning projects.
- Conducts geographic modeling using ARC GIS and Community Viz Geographic Information software to produce development projections, traffic analysis, land constraints assessments, and other planning related spatial analysis and cartography.
- Facilitates public planning processes and public meetings.
- Coordinates large consulting teams, multiple jurisdictions and resources for large-scale efforts such as regional surveys, development/housing inventories, and facilities inventories.
- Senior author of several published reports including *Paying for Growth* for the Colorado Municipal League, *Workforce Dynamics* for Pitkin County Community Development, the *Parks Planning System* for the Colorado Office of Smart Growth, and contributor to *Climate Change and Aspen*, Aspen Global Change Institute.

The following is a list of current and past projects specific to Gabe's knowledge and experience with economic development

- West End of Montrose County Colorado Civic Affairs Advisor – Economic Gap



## GABE PRESTON

---

- Analysis and Developmental Action Plan
- Carbondale Comprehensive Plan – Economic Analysis and Development Plan
- Teton County Idaho Economic Development Strategy
- Grand County Utah Comprehensive Plan – Economic Analysis and Development Plan
- Durango Business Improvement District – Opportunity and Gap Analysis
- City of Aspen Regional and Downtown Economic Issues and Opportunities Analysis
- Socioeconomic E.I.S. of Forest Plan Alternatives: San Juan National Forest Service
- Locals First! Leakage Study and Local Expenditures Study
- Montrose County Regional Tourism Authority Development
- Madison County Wyoming Economic Benefits of Zoning Scenario's
- Economic Base Analysis & Strategic Action Plan: Monte Vista, Colorado
- La Plata County, Economic Vitality Plan
- San Juan County, Economic Development and Strategic Action Plan
- Navajo Nation Housing Needs and Assessment - including economic strategies
- Commercial Market Analysis & Feasibility Study Southern Ute Growth Fund
- Dallas Whitewater Park and Commercial Development Market Feasibility Study
- Taos New Mexico Partnership Series Economic Opportunity Forum Series
- Elko Nevada Partnership Series Economic Strategy
- Bureau of Reclamation Lake Nighthorse Market Recreation, Economic, and Feasibility Study
- Supportable Retail Space Analysis for Bayfield Market Area: Town of Bayfield
- Socioeconomic Impact Analysis of Inter-Basin Water Transfer: Arapahoe County
- Socioeconomic Impact Analysis of Uranium Waste Transport and Storage: Fremont County, Colorado
- Oil & Gas Industry Impact Analysis for Rio Blanco County

**Pitkin County Community Development**, Pitkin County, CO 1997 - 2001

*Development Review and Long Range Planner*

- Reviewed development proposals under County Regulations and policies.
- Updated Pitkin County Land Use Code.
- Conducted long range planning studies, including economics studies, build-out studies, and alternative zoning scenarios.
- Staff Lead on the development of multi-department impact fees.

### EDUCATION

**Masters of Arts, Geography, 1997**

University of Colorado, Boulder, Colorado

**Bachelor of Arts, Math and Philosophy, 1993**

St. Johns College, Santa Fe, New Mexico



## GABE PRESTON

---

### SPEAKING

**Fiscal Impact Analysis in Practice, January 2011**, University of New Mexico,

**Reshaping Development Patterns, November 2009**, Lincoln Land Use Institute

**Visual Preference Polling, February 2011**, New Mexico Main Streets Inc., Annual Conference,

### PRESS & PUBLICATIONS

**The Zombies of Teton County Idaho**, High Country News, March 5, 2012

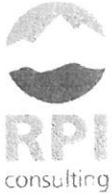
**What do we do with all these un-built subdivision lots?**, Western Dispatch, January 2010

**Climate Change and Aspen**, prepared for University of Colorado and Aspen Global Change Institute, University of Colorado, 2007

**Parks Planning System**, Colorado Office of Smart Growth, 2005

**Paying for Growth**, Colorado Municipal League written in partnership with the staff attorney, 2001

**PROFESSIONAL AFFILIATION** American Planning Association (APA)



## DAVE MICHAELSON

---

RPI Consulting – Fort Collins  
140 W. Oak Street, Suite 270  
Fort Collins, CO 80524  
900.215.0451  
Dave@rpiconsulting.org

Dave, a 4<sup>th</sup> generation Coloradoan, brings over 25 years of award winning planning expertise to the team. Dave has served as the County Planner for Garfield County Colorado, Deputy Director of Community Development for the City of Aspen, Colorado, Director of Long Range Planning and GIS for Gunnison County, Colorado and Senior Long Range Planner for the County of Maui, Hawaii. He was most recently the Director of Planning for both the Town of Silverton and San Juan County, Colorado, which required close cooperation between both the Town and the County, and uniquely demonstrates Dave's ability to work with multiple jurisdictions and federal agencies to accomplish common goals. He has completed Comprehensive and Master Plans for the Town of Carbondale, the Town of Basalt, the Town of Marble, Garfield County, Gunnison County and Maui County. He was the author of groundbreaking Backcountry Development Regulations in San Juan County that have gained national attention. He has been involved in significant Code Amendment processes for all of these jurisdictions. He is considered a nationally recognized leader in applied GIS and the integration of AutoCAD with applied GIS, and has been featured in three books published by the Environmental Systems Research Institute (ESRI). Dave holds a Master's Degree in Urban and Regional Planning/Urban Design from Cal Poly, a Master's Degree in Public Policy and Administration with an emphasis in Urban and Regional Planning from California State University - Long Beach, and a B.A. in Political Science/Environmental Studies from the University of Northern Colorado.

### RECENT PROJECTS

**San Juan County Backcountry Land Use Regulations** – Groundbreaking GIS Analysis and Land Use Regulation development for high-alpine land use planning

**Maui Island Plan** – Project Manager and primary author of award winning Master Plan

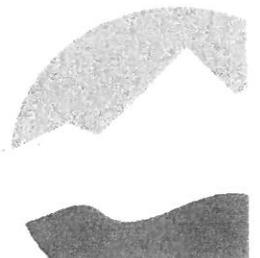
**Gunnison County Comprehensive Plan** – Project Manager, GIS development and primary author

**Marble Master Plan** – Project Manager, GIS development and primary author

**Town of Silverton Downtown Revitalization Plan** – Public Facilitation and Urban Design

**Creekside Meadows Master Plan** – Urban Design and Approval Process

**Brush Comprehensive Plan** – Primary Consultant and Project Manager





# DAVE MICHAELSON

---

## WORK EXPERIENCE

### **Planning Director, Town of Silverton and San Juan County, CO, 2010 to 2012**

Responsible for all long range, current and special project coordination for both the Town and County. Successfully implemented changes to both the Town and County Subdivision and Zoning Regulations consistent with an adopted joint town/county Comprehensive Plan. Responsible for the development of a GIS land management system to assist in future planning. Project Planner for the Anvil Mountain Affordable Housing Project and the Governor's "Bottom Up" Economic Development Program on behalf of the Town and County. Developed a in-house Downtown Revitalization Plan, Designed the first segment of the Animas River Trail System and drafted and passed ground-breaking Back Country Development Regulations.

### **Senior Long Range Planner, County of Maui, HI, 2005 - 2010**

Lead planner for the development of a County-wide policy plan and a four-island Master Plan. Developed a series of GIS-based tools to visualize the impacts of future development scenarios. Specific projects included:

County Socioeconomic Model	County Public Engagement Process
Maui Island Plan	County Cultural Resources Assessment
Analysis of Existing Land Use Code	High School Master Public Involvement Project
Alternative Land Use Analysis	

### **Director of Long Range Planning and GIS, Gunnison County, CO 2001 - 2005**

Supervised an award-winning four-person department dedicated to all long-range planning, GIS, site design and special project coordination for the County. Successfully completed projects include the following:

Gunnison County Master Plan	Somerset Park Site Design
Crystal River Master Plan	Rock Creek Affordable Housing Site Design and Approval
Gunnison Whitewater Park Design	GIS-based Alternative Development Scenario Analysis

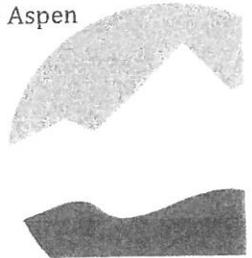
### **Founder and Principal Planner, Rock Creek Studio/OTAK, Carbondale, CO 1996 - Present**

Responsible for the formation of the first true planning and site design firm in the Roaring Fork Valley, which was acquired by OTAK in 2001. Notable projects include the following:

Carbondale Master Plan	Garfield County Affordable Housing Regulations
Marble Master Plan	Waldorf School Site Design and Approval
Upper Crystal River Master Plan	Sopris Tree Farm Master Plan
Basalt Master Plan	Pitkin Iron Affordable Housing Project
Open Space/Biodiversity Plan	Eagle County Tree Farm Recreation Area

### **Deputy Director of Community Development, City of Aspen, CO 1995-1996**

Supervised all current planning functions, historic preservation staff and building code compliance functions of a 24-person planning department. Responsible for drafted large portions of the Aspen Area Community Plan.





## DAVE MICHAELSON

---

### **Senior Planner, Garfield County, CO 1991 - 1995**

Senior Planner in charge of all current and long range planning functions during the highest growth window in the County's history. Developed a GIS system that received national exposure for its effectiveness in improving decision-making. Responsible for the drafting and approval of the County's first Comprehensive Plan, the establishment of a Open Space Advisory Board and significant revisions to Subdivision and Zoning Regulations.

### **Environmental Planner, P and D Consulting, Irvine, CA 1986 - 1991**

Responsible for drafting National Environmental Protection Act (NEPA) and California Environmental Quality Act (CEQA) Environmental Assessments (EA) and Environmental Impact Reports (EIR) for housing, transportation, commercial and retail projects throughout the western United States. Member of multiple design teams for parks, trails, housing and commercial projects.

### **EDUCATION**

MS - Urban and Regional Planning/Urban Design, Cal Poly, CA

1991 Outstanding Graduate Student Award, AICP Outstanding Graduate Student Award

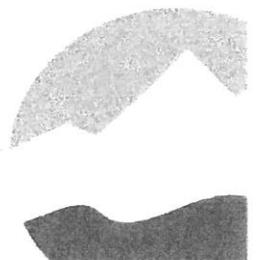
MPA - Public Administration and Policy Analysis, Cal State Long Beach, CA

1988 Outstanding Graduate Student Award

B.A./B.S. Political Science and Environmental Studies, University of Northern Colorado, 1985

### **SKILL SET**

- *Urban Design*
- *Comprehensive Planning*
- *Open Space and Trails Planning*
- *Housing Policy*
- *GIS Mapping and Analysis*
- *Document Design and Formatting*
- *Public Engagement*
- *Socio-Economic Analysis*





## CRAIG DOSSEY

---

RPI Consulting – Durango, Colorado  
1911 East Main Avenue, Suite 224,  
Durango, CO 81301,  
303.906.8800  
[craigdossey@hotmail.com](mailto:craigdossey@hotmail.com)

With over 8 years of experience as a county and municipal planner, land development code specialist, and large scale development and utilities project manager, Craig has developed the ability to analytically assess, draft, and implement local government regulations. Craig has been project lead for a number of county and municipal government-level land development code amendments ranging in technical complexity from total development code re-writes to authoring code amendments needed to address topical issues, such as oil and gas development and the wind and solar energy generation industry. Craig has also provided expert technical assistance on multiple other regulatory amendments, including the development of County guidelines and regulations pursuant to Colorado Revised Statutes Title 24, Article 65.1, for Areas and Activities of State Interest.

As a planner, Craig worked with property owners and developers to evaluate and permit a variety of developments ranging from small-scale residential subdivisions to large-scale commercial and industrial developments.

As a senior project manager and senior planner, Craig effectively utilized both existing and recently adopted local government regulations to evaluate large scale developments, specifically with regard to multi-jurisdictional utility projects, energy production, and the creation of Colorado Revised Statutes Title 32 Special Districts.

Mr. Dossey's diverse educational background in law and technical writing (Juris Doctorate, University of Denver and Bachelor of Arts in General English, Fort Lewis College) and in urban and regional planning (Masters, University of Colorado at Denver) combine to offer a unique set of analytical, creative, and legalistic abilities.

### WORK EXPERIENCE

**El Paso County**, Colorado Springs, CO  
*Project Manager/Planner III*

March 2008 - Present

#### **Regulation Development and Process Management**

Performed senior staff-level regulation development and project management duties for Land Development Code Amendments, including the following:

- Regulation of Oil and/or Gas Facilities and Operations  
Responsible for the drafting, management, and presentation of proposed regulations pertaining to the development of oil and gas facilities. Process required extensive research of current state and federal rules and regulations and research and communication with other local jurisdiction regarding effective local land use regulations pertaining to oil and gas operations.
- Wind and/or Solar Energy Generation Overlay Zoning District



## CRAIG DOSSEY

---

Responsible for the drafting, management, and presentation of proposed regulations pertaining to an overlay zoning district for the development of wind and/or solar energy generation facilities.

➤ Land Development Code Procedures Manual

Responsible for co-drafting and managing the production, review, editing, and publication of the El Paso County Procedures Manual, a supporting document to the El Paso County Land Development Code.

### **Expert Technical Assistance and Regulation Assessment**

Provided senior staff-level technical guidance and regulation development for Land Development Code Amendments, including the following:

➤ Guidelines and Regulations for Areas and Activities of State Interest

Responsible for providing technical guidance and performing public presentation of proposed regulations pertaining to large-scale utility projects. Provided a comprehensive assessment of the procedural components of the guidelines and regulations, which resulted in subsequent amendments designed to better meet the stated goals and objectives.

### **Project Management and Planning Duties**

- Performed project management and planning review duties for senior staff-level development applications.
- Responsible for the management, review, staff report preparation, and public hearing presentation of the following large-scale and/or politically sensitive projects:
  - All Colorado Revised Statutes Title 32 Special District organization and service plan amendment applications;
  - Multi-jurisdictional utility projects, such as the Colorado Springs Utilities (CSU) Southern Delivery System (SDS) project and the Cherokee Metropolitan District Sundance Ranch Water Supply Project, which included project management and detailed planning review of all project work packages; and
  - Multiple community-scale sketch plan and/or planned unit development applications, and associated preliminary plan, final plat, and site development applications.

Greenwood Village, Greenwood Village, CO  
*Planner*

March 2008 - Present

### **Regulation Development and Process Management**

Performed regulation assessment and project management duties for the development of the land use code, including the following:

- Developing a strategic plan for reorganizing and reconstructing the existing zoning ordinance and subdivision regulations into a single comprehensive document;
- Creating an organizational structure for the new Code;
- Conducting and compiling research of other jurisdictions' regulations;
- Updating and drafting new Code language and terminology definitions, and



## CRAIG DOSSEY

---

- Presenting the all work product, including contemporary updates and strategic planning objectives, to the Planning Commission and City Council at study sessions and public hearings.

### **Project Management and Planning Duties**

- Reviewed development applications, including: rezonings, commercial and residential master plans, special use permits, subdivision plats, sign programs, and variances. Processing these developments included:
  - Negotiating dedications and exactions with the applicant and/or developer;
  - Maintaining solid communication with the applicants, developers, external public agencies, and internal City agencies;
  - Preparing staff reports; and
  - Presenting the respective reports to the City Council, Planning and Zoning Commission, and Board of Adjustments and Appeals.

### **EDUCATION**

#### **Masters, Urban and Regional Planning, 2007**

University of Colorado at Denver, Denver, Colorado

#### **Juris Doctorate, Law, 2005**

University of Denver, Denver, Colorado

#### **Bachelor of Arts, General English, 2000**

Fort Lewis College, Durango, Colorado

### **SPEAKING**

**Black Forest Fire Long Range Recovery Planning Committee and Land Use Subcommittee**, Ongoing Presentations and Participation, El Paso County, Colorado

**County Commissioner-Hosted Town Hall Meetings - Oil and/or Gas Regulations and Development within El Paso County**, County Commissioner Districts 1 and 2, 2010 – 2012, El Paso County, Colorado

**El Paso County Oil and/or Gas Regulations and Development**, Western Colorado Counties Energy Summit, April 2012, Garfield County, Colorado

**Work Session on Wheels – A Tour of Large Scale Development Projects within El Paso County**, Annual Participation 2008 – 2012, El Paso County, Colorado

**Regulations, Procedures, and Policies for Commercial Development within El Paso County**, Women's Commercial Real Estate Group of Colorado Springs, August 2009, Colorado Springs, Colorado

### **PROFESSIONAL AFFILIATION**

American Planning Association (APA)



## IAN P. BARROWCLOUGH

1911 East Main Avenue  
Suite 224  
Durango, CO 81301  
[Ian@rpiconsulting.org](mailto:Ian@rpiconsulting.org)

Work: 970/946-7552

---

### INTRODUCTION

---

*Associate:* Ian Barrowclough began work as an analyst at RPI Consulting in 2007 after graduating with degrees in Economics and Political Science. During his time at RPI Ian has worked on a variety of fiscal, economic, and planning projects throughout Colorado including a number of impact fees for municipal and county governments. Mr. Barrowclough has analyzed both specific and general development scenarios has managed and worked on multi- and cross-jurisdictional projects, in addition to generating complex buildout forecasts, and capital facilities planning for a variety of public sector services. Finally, he acts as the firm's repository of database and GIS skills.

---

### SELECTED RECENT PROJECTS

---

**Animas La Plata Water Conservancy District** - Economic & market analysis of potential recreation at Lake Nighthorse

**Southern Ute Indian Tribe, GF Properties Group** - Market feasibility analysis for retail investment

**Navajo Nation Housing Authority** - Housing Needs Analysis for residents of largest Native-American governed territory in the US

**Durango Business Improvement District** - Capacity and Recreation analysis used to identify comparative advantages

**Teton County, Idaho** - Fiscal impacts on County services of residential development in rural subdivisions

**Sonoran Institute** - Numerous collaborative planning/analysis projects

**City of Aspen** - Socioeconomic/regional analysis, barriers to downtown development

**Rio Blanco County** - Comprehensive impact analysis of oil and gas development and long term capital facilities financing

**Montrose County, Colorado** - Comprehensive impact fees, budget analysis, market projections

**Delta County** - Regional multi-jurisdictional financial projection & budget analysis

**National Parks Conservation Association** - Economic impacts of Joshua Tree National Park on the Morongo Basin economy





---

## PROFESSIONAL EXPERIENCE

---

*RPI Consulting - Durango, CO* *2006- Present*  
*Analyst*

Primary analyst on numerous economic, fiscal and planning projects for public and private sector clients in the Rocky Mountain West.

*United States Army Reserve - Fort Carson, CO* *2011- Present*  
*Civil Affairs Specialist*

Works with civil authorities and civilian populations in order to facilitate civil-military operations in crisis and combat situations.

*Committee to Elect Paul Broderick - Durango, CO* *2009*  
*Treasurer*

Developed financial strategy and filed monthly finance reports complying with local, state, and federal election laws for successful city council campaign

---

## EDUCATION

---

BA - Economics and Political Science, Fort Lewis College, CO  
2006 Most Distinguished Economics Graduate

Civil Affairs Specialist Course, United States Army John F. Kennedy Special Warfare Center and School, Fort Bragg, NC  
Distinguished Honor Graduate Class 05-12

---

## RELEVANT SKILLS

---

- *Analytics & Problem Solving, 7 Years*
- *Online & Print Research, 5 Years*
- *Technical Writing, 5 Years*
- *Presentations & Public Speaking, 4 Years*
- *Proposal Strategy & Design, 1 Year*
- *Data Management, 5 Years*
- *Document Formatting & Design, 4 Years*
- *GIS Mapping, 3 Years*
- *Microsoft Office Suite, 10 Years*
- *Adobe Software, 2 Year*

---

## PERSONAL INTEREST

---

- *Private Pilot*
- *Certified Whitewater River Guide*
- *Resort & Backcountry Skiing*
- *Economics & Philosophy*
- *Competitive Marksmanship*
- *Fly-fishing and Hunting*

---

1919 Glenisle Avenue  
Durango, CO 81301

970.382.9153  
970.382.9224

www.RPIconsulting.org

TABLE 1 - DETAILED SCOPE, BUDGET AND SCHEDULE

TOWN OF PARACHUTE COMPREHENSIVE PLAN SCOPE	   				PROPOSED SCHEDULE												PHASE SUBTOTAL		
	Team Member	GABE PRESTON	DAVE MICHAELSON	CRAIG DOSSEY	IAN BARROWCLOUGH	November 2014	December 2014	January 2015	February 2015	March 2015	April 2015	May 2015	June 2015	July 2015	August 2015	September 2015		October 2015	November 2015
	Charge Rate	\$125.00	\$100.00	\$95.00	\$95.00														
<b>PHASE 1 - PROJECT KICKOFF AND COMMUNITY ORGANIZATION ENGAGEMENT</b>																			
1.1 Meeting with Town Council and Planning Commission to Refine Scope and Schedule & Appoint Steering Committee	4	4	0	0															
1.2 Meeting with Town Staff	2	2	0	0															
1.3 Stakeholder Interviews (based on staff recommendations)	4	4	0	0															
<b>Phase Total Hours</b>	<b>10</b>	<b>10</b>	<b>0</b>	<b>0</b>															
<b>Phase Labor Costs</b>	<b>\$1,250.00</b>	<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>															<b>\$2,250.00</b>
<b>PHASE 2 - BACKGROUND DATA, PUBLIC MEETING #1 AND COMMUNITY ORGANIZATION ENGAGEMENT</b>																			
2.1 Volunteer and Community Stakeholder Interviews	16	2	0	0															
2.2 Public Workshop Event #1 - Visioning and Core Values Workshop (Keypad Polling, Local Food Provided)	0	16	0	0															
2.3 Steering Committee Meeting #1 - Project Initiation, Approach, Schedule, Sequence, Keypad Polling Results and Stakeholder Findings	6	6	0	0															
2.4 Public Workshop Event #2 - Youth Vision In-School Workshop	4	6	0	0															
<b>DELIVERABLE - EXISTING LAND USE AND INFRASTRUCTURE BASE MAP</b>	6	6	0	0															
<b>DELIVERABLE - VISION WORKSHOP AND SURVEY THEME SUMMARY AND WORK-IN-PROGRESS STATEMENTS</b>	8	8	0	0															
<b>DELIVERABLE - SOCIOECONOMIC, DEMOGRAPHIC AND FISCAL BUDGET PROFILE REPORT</b>	6	4	0	4															
<b>DELIVERABLE - YOUTH VISION EXERCISE SUMMARY</b>	4	4	0	0															
<b>Phase Total Hours</b>	<b>50</b>	<b>56</b>	<b>0</b>	<b>4</b>															
<b>Phase Labor Costs</b>	<b>\$6,250.00</b>	<b>\$5,600.00</b>	<b>\$0.00</b>	<b>\$360.00</b>															<b>\$12,210.00</b>
<b>PHASE 3 - DEVELOPMENT OF PLAN COMPONENTS</b>																			
<b>ECONOMIC DEVELOPMENT AND FISCAL SUSTAINABILITY</b>																			
3.1 Economic Development Summit	6	6	0	2															
3.2 Steering Committee #2 - Economic Development Workshop	0	0	0	0															
<b>DELIVERABLE - BACKGROUND REPORT (ENERGY DEVELOPMENT, RESOURCE EXTRACTION AND PRODUCTION TRENDS, FREIGHT AND TRANSPORTATION, MANUFACTURING)</b>	6	0	0	4															
<b>DELIVERABLE - FISCAL CAPACITY, ANALYSIS AND FUNDING STRATEGIES</b>	6	0	0	4															
<b>DELIVERABLE - INTERIM DRAFT - ECONOMIC DEVELOPMENT STRATEGY: TARGET MARKETS, BUSINESS DEVELOPMENT AND RECRUITMENT STRATEGIES, DOWNTOWN, OPPORTUNITY AND CONSTRAINT ANALYSIS</b>	12	4	0	4															
<b>IN-TOWN GROWTH, THREE MILE PLAN AND ENVIRONMENT</b>																			
3.3 Three Mile Plan Workshop with County Commissioners, County Planning Commission and Staff	4	4	0	0															
3.4 Public Workshop Event #2 - Community Growth Summit	6	6	0	0															
3.5 Steering Committee Meeting #3 - Growth Workshop	6	6	0	0															
<b>DELIVERABLE - FLOODPLAIN AND ENVIRONMENTAL CONSTRAINT MAPPING FOR TOWN AND THREE MILE PLAN AREA</b>	2	10	0	4															
<b>DELIVERABLE - THREE MILE PLAN BUILDOUT ASSESSMENT</b>	4	10	0	4															
<b>DELIVERABLE - FUTURE GROWTH PROJECTIONS AND FUTURE GROWTH SCENARIO ANALYSIS</b>	8	24	0	0															
<b>DELIVERABLE - INTERIM DRAFT - TOWN GROWTH STRATEGY</b>	10	12	0	4															
<b>DELIVERABLE - INTERIM DRAFT - THREE MILE PLAN GROWTH STRATEGY</b>	10	14	0	4															
<b>HOUSING STRATEGY</b>																			
3.6 Steering Committee Meeting #4 - Housing Workshop	8	8	0	4															
<b>DELIVERABLE - HOUSING SUPPLY AND AFFORDABILITY ASSESSMENT</b>	12	4	0	4															
<b>DELIVERABLE - INTERIM DRAFT - HOUSING STRATEGY</b>	10	10	0	4															
<b>TRANSPORTATION STRATEGY</b>																			
3.7 Steering Committee Meeting #5 - Regional Transportation Workshop (includes County and CDOT)	4	4	0	4															
<b>DELIVERABLE - Existing Local and Regional Transportation Conditions Report (Vehicular, Commerce, Bicycle and Pedestrian Components)</b>	8	12	0	4															
<b>DELIVERABLE - INTERIM DRAFT - TRANSPORTATION STRATEGY</b>	8	12	0	4															
<b>PUBLIC FACILITIES</b>																			
3.8 Meeting with Town Staff and other Civic Facility Managers	4	4	0	0															
<b>DELIVERABLE - INTERIM DRAFT - FACILITY INVENTORY AND FUTURE NEEDS AND STRATEGIES</b>	8	7	0	0															
<b>CULTURAL, HISTORIC, TOURISM AND EDUCATION STRATEGY</b>																			
Steering Committee #6 - Cultural, Tourism and Education Workshop (includes Museum Representatives and Local Historic Advocates)	0	0	0	0															
<b>DELIVERABLE - Existing Conditions Report addressing Historic Resources, Tourism Potential and Education (Mapping, Opportunity/Constraint Analysis)</b>	8	8	2	4															
<b>DELIVERABLE - INTERIM DRAFT - CULTURAL, HISTORIC, TOURISM AND EDUCATION STRATEGY</b>	8	6	0	4															
<b>Phase 3 Total Hours</b>	<b>188</b>	<b>173</b>	<b>2</b>	<b>62</b>															
<b>Phase 3 Labor Costs</b>	<b>\$16,750.00</b>	<b>\$17,300.00</b>	<b>\$190.00</b>	<b>\$5,890.00</b>															<b>\$43,130.00</b>
<b>PHASE 4 - FISCALLY REALISTIC IMPLEMENTATION AND LAND USE CODE AMENDMENT PROCESS</b>																			
4.1 Joint Town Council Planning Commission Implementation Workshop	4	4	4	4															
<b>DELIVERABLE - COMPREHENSIVE PLAN IMPLEMENTATION GUIDE (WHO, WHAT, WHEN AND COST ASSESSMENT)</b>	6	6	16	4															
<b>DELIVERABLE - TOWN LAND DEVELOPMENT CODE ASSESSMENT AND RECOMMENDED AMENDMENT STRATEGY</b>	6	4	6	4															
<b>DELIVERABLE - STRATEGIES FOR MOBILIZING AND ENHANCING INTERGOVERNMENTAL RELATIONSHIPS</b>	4	4	6	4															
<b>DELIVERABLE - COMPILE CAPITAL IMPROVEMENT STRATEGIES INTO CAPITAL IMPROVEMENT PLAN</b>	12	4	0	0															
<b>Phase 4 Total Hours</b>	<b>34</b>	<b>28</b>	<b>36</b>	<b>16</b>															
<b>Phase 4 Labor Costs</b>	<b>\$4,250.00</b>	<b>\$2,800.00</b>	<b>\$3,420.00</b>	<b>\$1,520.00</b>															<b>\$12,090.00</b>
<b>PHASE 5 - COMPREHENSIVE PLAN REVIEW AND ADOPTION PROCESS</b>																			
5.1 Public Workshop Event #3 - Draft Plan Presentation and Comment	4	4	0	0															
5.2 Planning Commission Draft Plan Workshop	4	4	0	0															
5.3 Planning Commission Public Hearing and Recommendation	2	2	0	0															
5.4 Town Council Draft Plan Workshop	4	4	0	0															
5.5 Town Council Public Hearing and Recommendation	2	2	0	0															
<b>Phase 5 Total Hours</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>0</b>															
<b>Phase 5 Labor Costs</b>	<b>\$2,000.00</b>	<b>\$1,600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>															<b>\$2,060.00</b>
<b>FINAL PROJECT DELIVERABLES</b>																			
Five (5) bound copies of the Comprehensive Plan, Printed Reports and Maps																			
Ten (10) Copies of Executive Summary																			
One (1) Hard Copy of All Maps																			
One (1) Copy of the Text of Plan and Reports in Microsoft Word and Excel																			
All Mapping in ArcGIS and PDF Formats																			
PDF File of Entire Comprehensive Plan																			
<b>TOTAL PROJECT HOURS BY TEAM MEMBER</b>	<b>288</b>	<b>281</b>	<b>38</b>	<b>82</b>	NOTES: All hours for meetings and workshops include preparation time. All expense billed by invoice + 10%.														
<b>TOTAL PROJECT LABOR COSTS BY TEAM MEMBER</b>	<b>\$33,500.00</b>	<b>\$28,100.00</b>	<b>\$3,610.00</b>	<b>\$7,790.00</b>															
Reproduction and Printing Costs (Billed by Invoice)																			\$1,000.00
TRAVEL - RPI Consulting																			\$1,000.00
<b>PROJECT TOTAL</b>																			<b>\$75,000.00</b>



# Town of Parachute

*A Safe Place to Land*

Stuart S. McArthur, Town Manager

---

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

## STAFF REPORT

**DATE:** November 13, 2014

**TO:** Town of Parachute Board of Trustees

**FROM:** Stuart S. McArthur, Town Manager

**SUBJECT: CONTRACT WITH XCEL ENERGY TO INSTALL STREET LIGHTING ON CARDINAL WAY**

---

### Background

Grand Valley High School students walk along Cardinal Way to get to and from school. Often they walk at night. The lighting along Cardinal Way is insufficient to provide adequate lighting safety for the students. The cost of the project is \$89,349 before a credit of \$5,670 (1% construction allowance) for a total contract of \$83,679.

Members of the Board of Trustees envisioned a project that would provide lighting along Cardinal Way to improve the safety for the students. \$10,000 has been received in donations from businesses and residents. In addition, a grant was secured from the Associated Governments of Northwest Colorado (AGNC) for the amount of \$3,750. Another grant was received from Encana for the amount of \$2,797. The Town will be responsible for the remaining amount of \$67,132.

The Board of Trustees, in a previous meeting, approved moving forward with the agreement with Xcel Energy. In order to get the project in the queue, the Mayor has already signed the contract and the amount has already been provided to Xcel. The action tonight will be to ratify the contract and the Mayor's signature.

### Staff Analysis

Staff explored the potential and costs of expanding the project to include planning for improvements to Cardinal Way. This would include having the electrical wiring underground, locating the lights in appropriate locations for future development of the street, and having lights that would be more consistent with the design standards developed by the Town previously.

**Attorney Review**

N/A

**Recommendations**

Staff recommends approval of contract with Xcel Energy to install the lights that takes into consideration Town requirements and future plans. The cost is between \$75,000 and \$85,000.

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



## ELECTRIC CONTINGENCY LIST

**\*CUSTOMER:** Town of Parachute

**ADDRESS:** PO Box 100

**CITY:** Parachute, CO 81635

**DESIGN NO:** 434279

**SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

Public Service Company of Colorado d/b/a Xcel Energy has completed the engineering design and cost estimate for your electric and gas distribution request. Public Service Company will install the facilities, as shown on the attached engineering sketches, when all contractual obligations and customer supplied conditions are met. The specified conditions listed below were used to determine the most effective design to meet your request. If, for any reason, this does not meet your request as intended, please review with Public Service Company's Engineering personnel. Engineering will discuss any possible revision and will expedite any necessary revised costs in order to meet your schedule as planned. (Please be aware that additional estimates may be subject to re-engineering charges.) Public Service Company looks forward to completing the installation of these facilities for you and providing for any future energy needs you may have.

### GENERAL:

- All necessary easements and rights-of-way must be provided to Public Service Company at least ten (10) days prior to the start of construction.
- The design and estimate are contingent upon Public Service Company acquiring the following permits and/or approvals:
  - Town Permit
  - County Permit
  - State Highway crossing permit
  - Railroad Crossing permit
  - Bureau of Land Management (BLM) approval
  - Grading and drainage permit
  - Water Board crossing
  - Special permit
  - Corps of Engineer's permit
- Developers are required to have curb and gutter installed prior to installation of electric and gas distribution facilities.
- When construction consists of five or fewer sites, all sites must be ready. On larger projects, approximately 50% of the sites must be ready.
- Necessary curve points and property pins must be staked and visible in the field.
- Water line, sewer lines septic systems, leach fields or any other underground obstruction must be staked, flagged and installed prior to construction.
- All street / easements / service lateral routes are to be within plus or minus six (6) inches of final grade except for transformer, switch cabinet locations, pedestal, gas regulator station, meter installations and other surface mounted equipment, which must be exact final grade.
- Pouring/paving of driveways and landscaping must be delayed until after installation of facilities (services excepted).
- Where slopes exist that prohibit trenching, the customer must provide temporary grade for trenching equipment.
- The construction route must be clear of all obstructions.
  - Construction material must be cleared from route.
  - Temporary trailers, buildings or other obstacles must be moved.
  - Customer will trim/clear trees along the construction route.

- Public Service Company is required to provide the following trench specifications:
  - Wheel Compaction 1425 feet of trench
  - 85% Standard Proctor Compaction      feet of trench
  - 95% Standard Proctor Compaction      feet of trench
  - 95% Modified Proctor Compaction      feet of trench
- Public Service Company will not be responsible for the repair or replacement costs resulting from damages to items, which are not marked prior to beginning this installation.
- Customer will be responsible for replacing existing sod, shrubs, trees, etc. and repairing existing paving, at no cost to Public Service Company.
- The customer must see that all Public Service Company facilities remain accessible at all times for routine maintenance purposes.
- All roof drains are to be directed away from Public Service Company equipment in a manner to prevent damage and/or settling of facilities.
- All areas of the door sides of transformers and/or switch cabinets are to remain clear of obstructions for ten (10) feet minimum distance at all times for maintenance purposes.
- If transformers / switch cabinets need bumper protection, the customer is responsible for the installation and cost of installing the protection. Contact design engineer for bumper protection clearance requirements.
- If there are known contaminants on the property it is the owners responsibility to remove these prior to Public Service (PSCo) installing our facilities. If contaminants are encountered that were previously unknown, all work will be stopped until owner remediates the site to ensure Public Service Company's Crews are working in non-contaminated soils and that all facilities are setting on or buried in non-contaminated soils.
- The developer/owner shall be responsible for all federal, state law(s), and local ordinances of any soil and or debris excavated from the property that is contaminated with hazardous substances, wastes, petroleum, etc. The developer/owner shall be responsible for environmental conditions and the costs that result in PSCo causing or exacerbating a release of hazardous substances or that will require PSCo to adopt greater or different procedures for utility installation than its standard business practices when dealing with clean, uncontaminated soils.
- If you prefer to avoid frost charges by waiting until frost depth is less than six (6) inches, you must notify Public Service Company at the time of your application for service installation. Otherwise, please complete and return the Frost Conditions Agreement.

### **METER AND SERVICE INFORMATION**

- The permanent address must be attached to the building before the permanent meter will be set.
- Multiple unit structures must have each meter housing and fuel line permanently identified before the meter will be set.
- Multiple unit structures with banked metering require separate trenches for any customer-owned facilities.
- No customer-owned facilities will be allowed in any easement granted by the property owner to Public Service Company.
- Customer is responsible to provide required clearances for all electric and gas metering equipment (see the "Xcel Energy Standard for Electric Installation and Use").
- Public Service Company will install all residential underground electric services (see the "Xcel Energy Standard for Electric Installation and Use").
- All commercial electric underground services, complete to transformer, pedestal or terminal pole shall be installed, owned and maintained by the customer.
- Adequate conduit under concrete, decks or other obstructions shall be the responsibility of the customer.
- Overhead to underground conversion of meters and risers, including all wiring and building repairs, shall be the responsibility of the customer.
- Public Service Company will install all gas services.

Enclosures for this Construction Agreement are indicated below:

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Contingency List    | <input type="checkbox"/> Frost Agreement               |
| <input checked="" type="checkbox"/> Concurrence Drawing | <input type="checkbox"/> Customer Dug Trench Agreement |

Applicant has reviewed and approved the terms and conditions of this Construction Agreement. Applicant submits with this Construction Agreement the applicable Construction Payment amount of \$83,679.00. Applicant will send an original signed copy of this Construction Agreement with the any applicable agreements/documents.

**Applicant**

\*Signature: Roy B McClung \*Date: 10/27/14  
\*Print Name: Roy B McClung \*Title: Mayor  
\*Mailing address: P.O. Box 100  
Parachute CO 81635

\*Phone: 970-285-7630

**Company Representative**

Name: Dan Steinkirchner Date: 10/20/2014  
Title: Manager Distribution Design - Grand Junction Signature: Dan Steinkirchner



## CONSTRUCTION AGREEMENT

CONTRACT NO. 434279

This Construction Agreement, "Construction Agreement", is between Public Service Company of Colorado, a Colorado corporation, d.b.a. XCEL ENERGY, hereinafter referred to as "Company" and Town of Parachute, a Municipality hereinafter referred to as "Applicant". The Applicant has requested the Company construct and install the necessary Electric Distribution Line Extension, hereinafter referred to as "Extension", to provide Plan A – Permanent Service or, under limited conditions, Plan B – Indeterminate Service, to serve Cardinal Way Street Lighting in the Town of Parachute in the County of Garfield in the State of Colorado. This Construction Contract is subject to the Company's Distribution Extension Policy, as stated in the Company's tariffs, available for inspection at the Colorado Public Utilities Commission and on the Company's website, and such policy and tariffs are incorporated herein by this reference. Any capitalized term in this Construction Agreement that is not expressly defined herein shall have the meaning set forth in our policy and tariffs.

The Company has completed the engineering design and cost estimate to provide the Extension based upon the information Applicant has provided and the service requirements that you have requested. The estimated total Construction Cost to provide the requested Extension is \$89,349.00. Based upon the information provided, the Company's design for the Extension includes 7 Luminaires and/or 0 N/A service. Your potentially awardable Construction Allowance for such number of meters, and/or demand for Electric service, based on the rate schedule as applicable for the Electric service for which the Extension is being constructed, is \$5,670.00. The Applicant shall pay the Company the following Construction Payment of \$83,679.00 before approval of this Construction Agreement and commencement of construction. If the terms and conditions for the award of a one-time Construction Allowance, as discussed further below, have been satisfied; the Construction Payment to be submitted should be reduced by the Construction Allowance amount above with the Company's approval.

The Company will not approve this Construction Agreement unless and until the following three requirements have been satisfied: 1) execution and return to Company of this Construction Agreement by Applicant, and of any other Enclosures that are applicable; 2) receipt by Company of the applicable Construction Payment; and 3) receipt of Customer Dug Trench Agreement one-line diagrams, load information and any other necessary information requested by the Company in order to calculate the appropriate equipment needed to determine the Company's estimate of the Applicant's load. The Construction Payment quoted above shall be effective for sixty (60) days from the Contract Origination Date set forth below. Should this Construction Agreement not be returned to, and accepted by, the Company within those 60 days the Construction Costs may be re-estimated and this Construction Agreement may be terminated and replaced with a new Construction Agreement.

A Construction Allowance will be calculated and awarded to Applicant as provided by this Construction Agreement and the Company's aforementioned policy and tariffs. Construction Allowance will be awarded in a one-time payment if the Company estimates a Permanent Service will be physically connected (ie. a permanent meter will be set) within one year from the execution of this Construction Contract or upon Company review and acceptance of a final plat of the development or subdivision that has been approved by the governmental entity having jurisdiction as applicable. If Construction Allowance is awarded in one payment, Applicant shall not be entitled to any future Construction Allowance or Refunds with respect to this Extension. Unless and until a one-time Construction Allowance payment is awarded by the Company, Construction Allowances will be calculated and awarded on a per-meter and/or volumetric basis, when new permanent meters are set, in conformance with the aforementioned policies and tariffs. The one-time awardable Construction Allowance may differ from the sum stated above if the final plat submitted contains different facts or information from that which was originally provided by Applicant as the basis for this Construction Contract.

In no event will a Construction Allowance be made after ten (10) years from the Extension Completion Date, as determined from the Company's records. However, if this Extension relates to a Natural Gas Vehicle Fueling Station or an Electric Vehicle Charging Station, no Construction Allowance will be awardable after five (5) years from such Extension Completion Date.

Additional payments greater than this estimated Construction Payment may be required if customer associated delays, obstructions, permit fees, or design changes in the field are encountered which are not included in the original job or Construction Cost estimate. The Construction Cost stated above does not include special items such as but not limited to frost or rock conditions. In the event the Company encounters any special items during construction, the Company shall bill Applicant for such special items as a non-refundable contribution in aid of construction.

This Construction Contract does not include any Construction Cost of Service Lateral Extensions. Any costs and payments with respect to Service Lateral Extensions will be calculated and contracted separately from this Construction Contract.

Applicant may not assign this Construction Contract without the prior written consent of the Company.

Applicant agrees to execute the Company's standard right-of-way agreement granting, free of charge to Company, any rights-of-way upon, over or under Applicant's property that may be required for Company to accomplish the objective of this Construction Agreement, to obtain such other rights-of-way, free of charge and on other terms satisfactory to Company, from other parties as may be required. Applicant recognizes the Company's ability to perform under this Construction Agreement is contingent upon the obtaining any other rights-of-way from other parties if required. The Company shall not be required to expend more than commercially reasonable efforts to assist in the acquisition of any third party right-of-way.

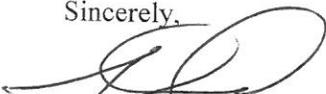
If there is a possibility that other utilities or facilities will be installed jointly with the Extension, Applicant must personally contact the local telephone company, the local cable TV company and/or any other utility company to arrange for the installation and payment of any costs of their facilities.

If there is a possibility that the Extension will be constructed during frost conditions, Applicant shall execute a Frost Agreement and return such with this Construction Agreement. Should Applicant not do so, Applicant's project may be delayed until frost conditions have ceased and there is no further chance of encountering frost. Please refer to the Frost Agreement for terms and conditions of that service.

Upon the acceptance of the terms and conditions of this Construction Agreement, Applicant must return all applicable documents and the Construction Payment, payable to Public Service Company of Colorado, at the address shown below. The Company is unable to accept checks with any sort of lien waiver because our tariffs do not allow it, and Applicant agrees that any attempt to create a lien waiver in such a manner (including by any printed or stamped lien waiver on a check) shall be ineffective and void. After an executed original of this Construction Agreement, all applicable documentation and the Construction Payment is received and accepted by the Company and all other prerequisites have been satisfied, a work order will be issued and released to construction so the Extension can be scheduled. The Company's current lead-time to begin construction after receiving the non-refundable payment and signed documents is approximately 6-8 weeks. You will be notified of which week the Applicant's construction is scheduled to begin. If you have any questions regarding this project, please call a Company representative at 970-244-2695.

The Company looks forward to being your energy provider.

Sincerely,



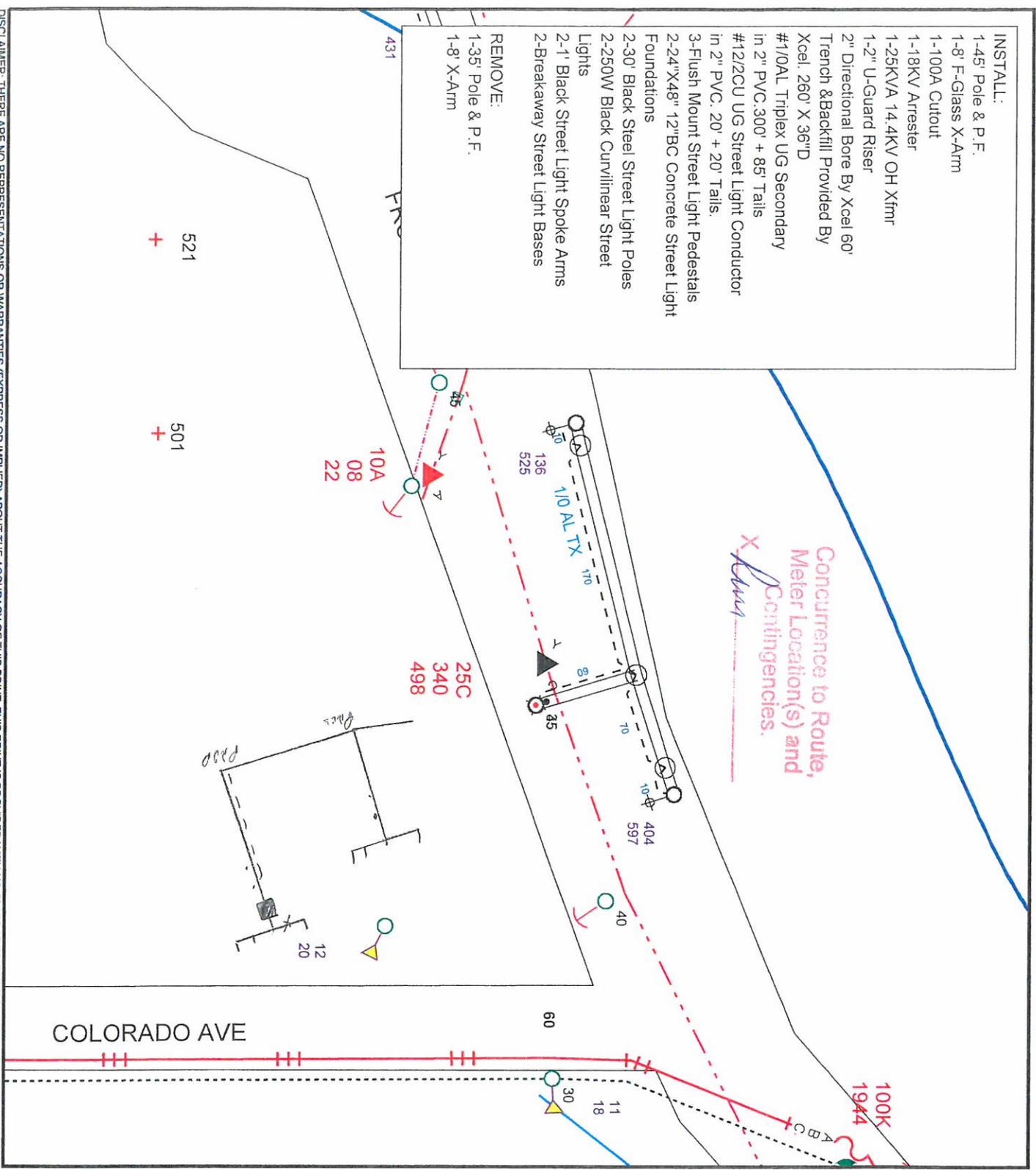
Tillmon McSchooler  
Designer-Distribution Design

Construction Agreement Origination Date: 10/15/14

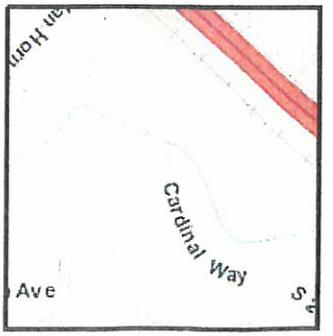
Mailing address: Public Service Company of Colorado  
2538 Blichmann Ave  
Grand Junction, CO 81505

- INSTALL:**
- 1-145' Pole & P.F.
  - 1-8' F-Glass X-Arm
  - 1-100A Cutout
  - 1-18KV Arrester
  - 1-25KVA 14.4KV OH Xfmr
  - 1-2' U-Guard Riser
  - 2" Directional Bore By Xcel 60'
  - Trench & Backfill Provided By Xcel. 260' X 36"D
  - #1/0AL Triplex UG Secondary
  - In 2" PVC. 300' + 85' Tails
  - #12/2CU UG Street Light Conductor
  - In 2" PVC. 20' + 20' Tails.
  - 3-Flush Mount Street Light Pedestals
  - 2-24"X48" 12"BC Concrete Street Light Foundations
  - 2-30' Black Steel Street Light Poles
  - 2-250W Black Curvilinear Street Lights
  - 2-1' Black Street Light Spoke Arms
  - 2-Breakaway Street Light Bases
- REMOVE:**
- 1-35' Pole & P.F.
  - 1-8' X-Arm

Concurrence to Route,  
Meter Location(s) and  
Contingencies.



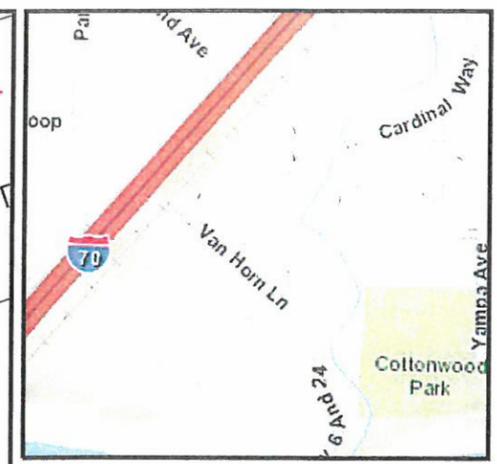
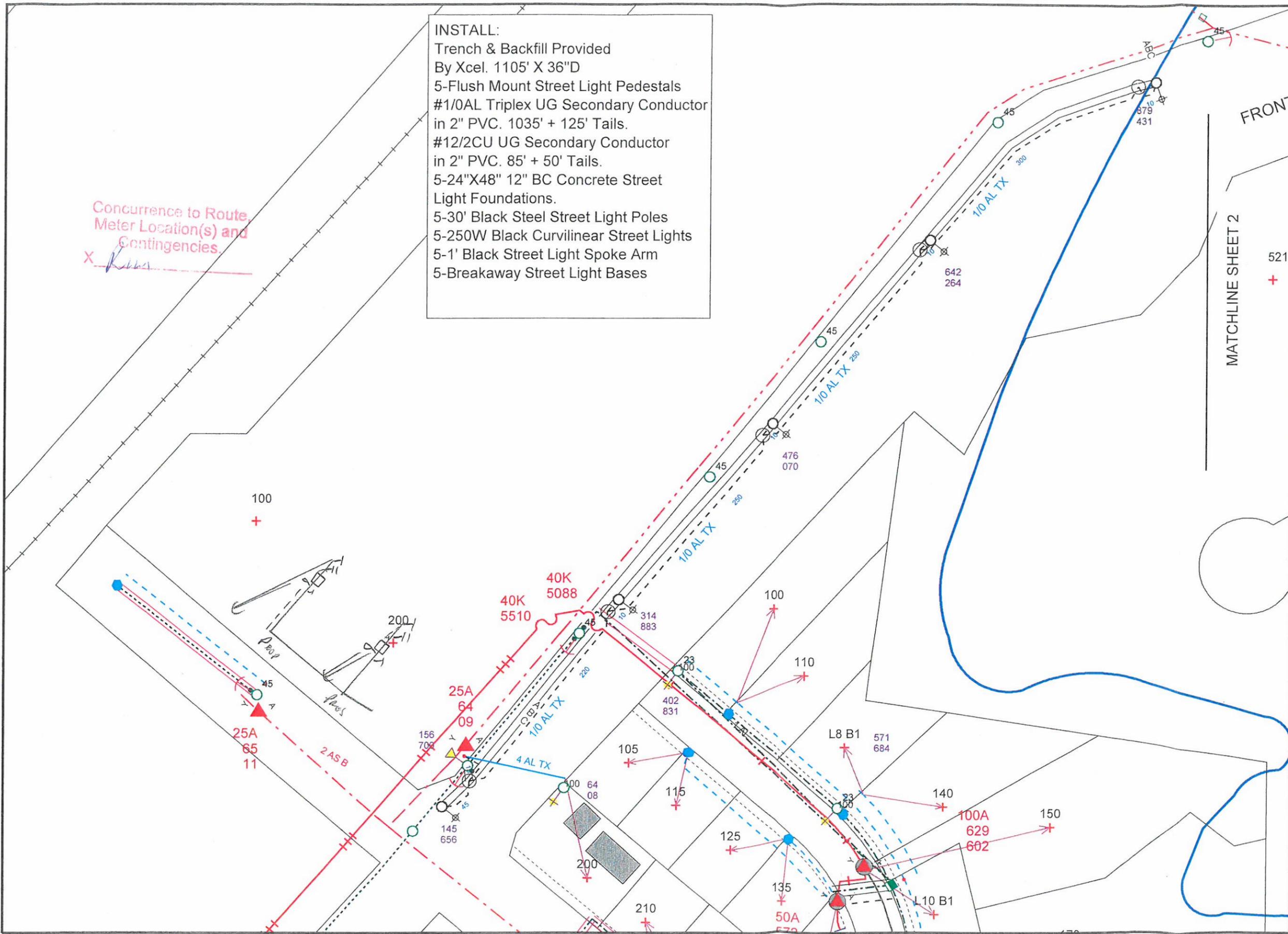
DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS, TIMELINESS, ACCURACY OF CONTENT OR USERFULNESS. STATE LAW REQUIRES ANYONE DIGGING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES. THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT. THE COMPANY AND ITS AFFILIATES ASSUME NO LIABILITY FOR THE RECIPIENT'S USE (OR ANY OTHER PARTIES' USE) OF THE PRINT, INCLUDING THE RECIPIENT'S INTENDED PURPOSE IN USING THE PRINT. NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN LAID OFF OR OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. For All Field Locates Call 811



<b>Work Order Information</b>	
Service Request # :	01053043
Design Number :	0000434279.2
Designer/Planner ID :	4450
Designer/Planner Name :	McSchroeder, Tillman
Designer/Planner Ph # :	970.244.2695
Manager Approval :	
<b>Joint Utility</b>	
E: XCEL	G: XCEL
T: CenturyLink	C: N/A
<b>Design Location</b>	
Division :	WESTERN REGION
County :	GARFIELD
City :	PARACHUTE
Address:	Cardinal Wy
T: 7S	R: 96W S: 12
Map #:	1278596 02
Permit:	Town of Parachute
<b>Electric</b>	
Feeder:	2476W Voltage: 14400
Phase:	C BkUpDevID:
<b>Gas</b>	
System:	N/A Pressure: N/A
Size :	N/A Material : N/A
Dead End :	N/A
Work Order # :	
Date:	10/02/2014
Sketch:	2 of 2
Scale:	1" equals 100'
<b>XcelEnergy</b>	
CONSTRUCTION USE ONLY	
<input type="checkbox"/> NO CHANGES (BUILT AS DESIGNED)	
<input type="checkbox"/> CHANGES MADE AS INDICATED	
(ALL UPD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)	
FORUM:	DATE:
TEAM LEADER:	

INSTALL:  
 Trench & Backfill Provided  
 By Xcel. 1105' X 36"D  
 5-Flush Mount Street Light Pedestals  
 #1/0AL Triplex UG Secondary Conductor  
 in 2" PVC. 1035' + 125' Tails.  
 #12/2CU UG Secondary Conductor  
 in 2" PVC. 85' + 50' Tails.  
 5-24"X48" 12" BC Concrete Street  
 Light Foundations.  
 5-30' Black Steel Street Light Poles  
 5-250W Black Curvilinear Street Lights  
 5-1' Black Street Light Spoke Arm  
 5-Breakaway Street Light Bases

Concurrence to Route  
 Meter Location(s) and  
 Contingencies.  
 X *R. Hill*



Work Order Information	
Service Request #	: 01053043
Design Number	: 0000434279 2
Designer/Planner ID	: tf450
Designer/Planner Name	: McSchooler, Tillmon
Designer/Planner Ph #	: 970.244.2695
Manager Approval	: _____
Joint Utility	
E: XCEL	G: XCEL
T: CenturyLink	C: N/A
Design Location	
Division	: WESTERN REGION
County	: Garfield
City	: PARACHUTE
Address	: Cardinal Way
T: 7S	R: 96W S: 13
Map #	: 1278596 02 Permit : Town of Parachute
Electric	
Feeder: 2476W	Voltage: 14400
Phase: A & C	Bkup Dev ID: _____
Gas	
System	: N/A Pressure : N/A
Size	: N/A Material : N/A
Dead End	: N/A
Work Order #	: _____
Date:	10/02/2014
Sketch:	1 Of 2
Scale:	1" equals 100'

**CONSTRUCTION USE ONLY**

NO CHANGES (BUILT AS DESIGNED)  
 CHANGES MADE AS INDICATED  
 (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO \_\_\_\_\_  
 FOREMAN \_\_\_\_\_ DATE \_\_\_\_\_  
 TEAM LEADER \_\_\_\_\_

DISCLAIMER: THERE ARE NO REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED) ABOUT THE ACCURACY OF THIS PRINT. THIS PRINT IS PROVIDED WITH NO CLAIM AS TO PRINT COMPLETENESS OR ACCURACY OF CONTENT OR USEFULNESS. STATE LAW REQUIRES ANYONE DIGGING, GRADING OR EXCAVATING TO OBTAIN A PRIOR FIELD LOCATE OF ALL UTILITIES; THIS PRINT DOES NOT DISCHARGE THIS REQUIREMENT OR ANY OTHER REQUIREMENT. THE COMPANY AND ITS AFFILIATES ASSUME NO LEGAL RESPONSIBILITY OR LIABILITY FOR THE RECIPIENT'S USE (OR ANY OTHER PARTIES' USE) OF THE PRINT, INCLUDING THE RECIPIENT'S INTENDED PURPOSE IN USING THE PRINT. NO COMPANY EMPLOYEE OR OTHER PARTY HAS BEEN AUTHORIZED TO PROVIDE THIS PRINT FOR PLANNING OR ESTIMATING PURPOSES; RELY ON THIS PRINT AT YOUR OWN RISK. BY ACCEPTING THIS PRINT, THE RECIPIENT & ANY OTHER PARTY RECEIVING A COPY OF THE PRINT ACKNOWLEDGES AND AGREES TO THIS DISCLAIMER. For All Field Locates Call 811

**TOWN OF PARACHUTE  
RESOLUTION NO. 2014-26**

---

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, CONFIRMING AND REAFFIRMING THAT CERTAIN STREET RIGHTS-OF-WAY CONTAINED WITHIN THE TELL'S MEADOW SUBDIVISION WERE DEDICATED TO THE TOWN OF PARACHUTE IN FEE SIMPLE AND ACCEPTED BY THE TOWN OF PARACHUTE.

WHEREAS, the Tell's Meadow Subdivision Plat, recorded at Reception No. 309144 in the records of the Garfield County Clerk and Recorder on November 7, 1980 ("Original Subdivision Plat"), and the Amended Tell's Meadow Subdivision Plat recorded as Reception No. 318791 in the records of the Garfield County Clerk and Recorder on December 3, 1981 ("Amended Subdivision Plat") show certain street rights-of-way including, but not limited to, Wildrose Circle, Wildrose Lane and Yarrow Circle on said Plats; and

WHEREAS, the Original Subdivision Plat contains a dedication statement executed by the then owner of the property stating that all streets, avenues and roads shown on the accompanying plat are dedicated to the public forever; and

WHEREAS, the Amended Subdivision Plat also contains a dedication statement executed by the then owner of the property stating that the owner dedicates for public use the streets shown on the Plat, including avenues, drive, courts, alleys and places; and

WHEREAS, both the Original Subdivision Plat and the Amended Subdivision Plat contain acceptances indicating that the Town of Parachute accepted the public dedications shown on such Plats; and

WHEREAS, the Tell's Meadow Homeowners Association has raised the issue of whether said street rights-of-way were dedicated to the Town of Parachute in fee simple or whether said street rights-of-way only constitute dedicated easements; and

WHEREAS, the Board of Trustees of the Town of Parachute desires to clarify the nature of the dedications made on said Plats.

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

Section 1. The Board of Trustees hereby clarifies, confirms, and reaffirms that the dedications of street rights-of-way shown on the Original Subdivision Plat and the Amended Subdivision Plat as well as any other public lands shown on said plats as being dedicated to the

Town of Parachute and accepted by the Town of Parachute were in fact dedications of land in fee simple for use by the public.

Section 2. At the time such dedications were made to the Town of Parachute and accepted by the Town of Parachute, no improvements were dedicated or accepted by the Town of Parachute because no such improvements existed at the time said lands were dedicated.

Section 3. The Town Clerk is hereby authorized and directed to record the written Resolution in the records of the Garfield County Clerk and Recorder.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Parachute, Colorado held on November 13, 2014.

TOWN OF PARACHUTE, COLORADO

ATTEST:

By

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

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

TOWN OF PARACHUTE  
ORDINANCE NO. 677

---

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO AMENDING CHAPTER 11.08 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE UNLAWFUL POSSESSION OR CONSUMPTION OF ETHYL ALCOHOL OR MARIJUANA BY AN UNDERAGE PERSON; CONCERNING THE ILLEGAL POSSESSION OF MARIJUANA PARAPHERNALIA BY AN UNDERAGE PERSON; AND CONCERNING OPEN MARIJUANA CONTAINERS IN MOTOR VEHICLES.

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

Section 1. Section 11.08.080 of the Parachute Municipal Code is hereby retitled "Unlawful Purchase of Alcohol by an Underage Person".

Section 2. Subsection (A)(2) of Section 11.08.080 of the Parachute Municipal Code is hereby repealed.

Section 3. Subsection (B)(3) and subsection (B)(4) and subsections (C)(D)(E)(F)(G)(H)(I) and (J) of Section 11.08.080 of the Parachute Municipal Code are hereby repealed.

Section 4. Chapter 11.08 of the Parachute Municipal Code is hereby amended to include the following additional Section 11.08.005 concerning Definitions:

11.08.005 Definitions

- A. "Establishment" means a business, firm, enterprise, service or fraternal organization, club, institution, entity, group, or residence; any real property, including buildings and improvements, connected therewith; and any members, employees, and occupants associated therewith.
- B. "Ethyl alcohol" means any substance which is or contains ethyl alcohol.
- C. "Marijuana" has the same meaning as in Section 16 (2) (f) of Article XVIII of the Colorado Constitution.
- D. "Marijuana paraphernalia" has the same meaning as marijuana accessories in Section 16 (2) (g) of Article XVIII of the Colorado Constitution.
- E. "Possession of ethyl alcohol" means that a person has or holds any amount of ethyl alcohol anywhere on his or her person or that a person owns or has custody of ethyl alcohol or has ethyl alcohol within his or her immediate presence and control.

F. "possession of marijuana" means that a person has or holds any amount of marijuana anywhere on his or her person or that a person owns or has custody of marijuana or has marijuana within his or her immediate presence and control.

G. "Private Property" means any dwelling and its curtilage which is being used by a natural person or natural persons for habitation and which is not open to the public and privately owned real property which is not open to the public. "Private Property" shall not include:

1. Any establishment which has or is required to have a license pursuant to Article 46, 47, or 48 of Title 12, C.R.S.;
2. Any establishment which sells ethyl alcohol or upon which ethyl alcohol is sold; or
3. Any establishment which leases, rents, or provides accommodations to members of the public generally.

The existing subsection (H), (I), and (J) of Section 9.15.005 shall be re-designated as subsections (L), (M), and (N) respectively.

Section 5. Section 11.08.080 of the Parachute Municipal Code is hereby repealed and re-enacted to read as follows:

11.08.080 Illegal Possession Or Consumption Of Ethyl Alcohol Or Marijuana By An Underage Person – Illegal Possession Of Marijuana Paraphernalia By An Underage Person

A. Except as described by Section 18-1-711, C.R.S. and subsection (K) of this Section, a person under twenty-one (21) years of age who possesses or consumes ethyl alcohol anywhere in the State of Colorado commits illegal possession or consumption of ethyl alcohol by an underage person. Illegal possession or consumption of ethyl alcohol by an underage person is a strict liability offense.

B. Except as described by Section 14 of Article XVIII of the Colorado Constitution and Section 18-18-406.3, C.R.S., a person under twenty-one (21) years of age who possesses one (1) ounce or less of marijuana or consumes marijuana anywhere in the Town of Parachute commits illegal possession or consumption of marijuana by an underage person. Illegal possession or consumption of marijuana by an underage person is a strict liability offense.

C. Except as described by Section 14 of Article XVIII of the Colorado Constitution and Section 18-18-406.3, C.R.S, a person under twenty-one (21) years of age who possesses marijuana paraphernalia anywhere in the Town of Parachute and knows or reasonably should know that the drug paraphernalia could be used in circumstances in violation of the laws of this Town of Parachute commits illegal possession of marijuana paraphernalia by an underage person. Illegal possession of marijuana paraphernalia by an underage person is a strict liability offense.

D. Any violation of this Section 11.08.090 shall constitute a municipal offense.

E. Upon conviction of a first offense under this Section, the Court shall sentence the underage person to a fine of not more than one hundred dollars (\$100.00), or the Court shall order that the underage person complete a substance abuse education program approved by the Court, or both.

F. Upon conviction of a second offense under this Section, the Court shall sentence the underage person to a fine of not more than one hundred dollars, (\$100.00) and the Court shall order the underage person to:

1. Complete a substance abuse education program approved by the Court;
2. If determined necessary and appropriate, submit to a substance abuse assessment approved by the court and complete any treatment recommended by the assessment; and
3. Perform up to twenty-four (24) hours of useful public service.

G. Upon conviction of a third or subsequent offense under this Section, the Court shall sentence the defendant to a fine of up to two hundred fifty dollars (\$250.00), and the Court shall order the underage person to:

1. Submit to a substance abuse assessment approved by court and complete any treatment recommended by the assessment; and
2. Perform up to thirty-six (36) hours of useful public service.

H. Nothing in this section prohibits the Town Attorney from entering into a deferred judgment agreement with any underage person for any offense under this Section, and the Town Attorney is encouraged to enter into those agreements when they are consistent with this Section and in the interests of justice.

I. It is an affirmative defense to the offense described in subsection (A) of this Section that the ethyl alcohol was possessed or consumed by a person under twenty-one (21) years of age under the following circumstances:

1. While such person was legally upon private property with the knowledge and consent of the owner or legal possessor of such private property and the ethyl alcohol was possessed or consumed with the consent of his or her parent or legal guardian who was present during such possession or consumption;

2. When the existence of ethyl alcohol in a person's body was due solely to the ingestion of a confectionery which contained ethyl alcohol within the limits prescribed by Section 25-5-410 (1) (i) (ii), C.R.S.; or the ingestion of any substance which was manufactured, designed, or intended primarily for a purpose other than oral human ingestion; or the ingestion of any substance which was manufactured, designed, or intended solely for medicinal or hygienic purposes; or solely from the ingestion of a beverage which contained less than one-half of one percent (.5%) of ethyl alcohol by weight; or

3. The person is a student who:
  - I. Tastes but does not imbibe an alcohol beverage only while under the direct supervision of an instructor who is at least twenty-one (21) years of age and employed by a post-secondary school;
  - II. Is enrolled in a university or a post-secondary school accredited or certified by an agency recognized by The United States Department Of Education, a nationally recognized accrediting agency or association, or the "Private Occupational Education Act of 1981", Article 59 of Title 12, C.R.S.;
  - III. Is participating in a culinary arts, food service, or restaurant management degree program; and
  - IV. Tastes but does not imbibe the alcohol beverage for instructional purposes as a part of a required course in which the alcohol beverage, except the portion the student tastes, remains under the control of the instructor.
  
- J. The possession or consumption of ethyl alcohol or marijuana shall not constitute a violation of this Section if such possession or consumption takes place for religious purposes protected by the First Amendment to the United States Constitution.
  
- K. An underage person shall be immune from criminal prosecution under this Section if he or she establishes the following:
  1. The underage person called 911 and reported in good faith that another underage person was in need of medical assistance due to alcohol or marijuana consumption;
  2. The underage person who called 911 provided his or her name to the 911 operator;
  3. The underage person was the first person to make the 911 report; and
  4. The underage person who made the 911 call remained on the scene with the underage person in need of medical assistance until assistance arrived and cooperated with medical assistance or law enforcement personnel on the scene.
  
- L. Prima facie evidence of a violation of subsections (A), (B) or (C) of this Section shall consist of:
  1. Evidence that the defendant was under twenty-one (21) years of age and possessed or consumed ethyl alcohol or marijuana or possessed marijuana paraphernalia anywhere in the Town of Parachute ; or
  2. Evidence that the defendant was under the age of twenty-one (21) years and manifested any of the characteristics commonly associated with ethyl alcohol intoxication or impairment or marijuana impairment while present anywhere in the Town of Parachute.
  
- M. During any trial for a violation of subsection (A) of this Section, any bottle, can, or any other container with labeling indicating the contents of such bottle, can, or container shall be admissible into evidence, and the information contained on any label on such bottle, can, or other container shall be

admissible into evidence and shall not constitute hearsay. A jury or a judge, whichever is appropriate, may consider the information upon such label in determining whether the contents of the bottle, can, or other container were composed in whole or in part of ethyl alcohol or marijuana. a label which identifies the contents of any bottle, can, or other container as "beer", "ale", "malt beverage", "fermented malt beverage", "malt liquor", "wine", "champagne", "whiskey" or "whisky", "gin", "vodka", "tequila", "schnapps", "brandy", "cognac", "liqueur", "cordial", "alcohol", or "liquor" shall constitute prima facie evidence that the contents of the bottle, can, or other container was composed in whole or in part of ethyl alcohol.

N. A parent or legal guardian of a person under twenty-one (21) years of age or any natural person who has the permission of such parent or legal guardian may give or permit the possession and consumption of ethyl alcohol to or by a person under twenty-one (21) years of age under the conditions described in subsection (I)(1) of this Section. This subsection (N) shall not be construed to permit any establishment which is licensed or is required to be licensed pursuant to Article 46, 47, or 48 of Title 12, C.R.S., or any members, employees, or occupants of any such establishment to give, provide, make available, or sell ethyl alcohol to a person under twenty-one (21) years of age.

O. Nothing in this Section shall be construed to limit or preclude prosecution for any offense pursuant to Articles 46, 47, or 48 of Title 12, C.R.S., except as provided in such Articles.

P. Sealing of Record. 1. Upon dismissal of a case pursuant to this Section after completion of a deferred judgment or any other action resulting in dismissal of the case or upon completion of the court-ordered substance abuse education and payment of any fine for a first conviction of subsections (A), (B), or (C) of this Section, the Court shall immediately order the case sealed and provide to the underage person and the Town Attorney a copy of the order sealing the case for distribution by the appropriate party to all law enforcement agencies in the case.

2. Upon the expiration of one (1) year from the date of a second or subsequent conviction for a violation of subsections (A), (B), or (C) of this Section, the underage person convicted of such violation may petition the Municipal Court for an order sealing the record of the conviction. The petitioner shall submit a verified copy of his or her criminal history, current through at least the twentieth (20<sup>th</sup>) day prior to the date of the filing of the petition, along with the petition at the time of filing, but in no event later than the tenth (10<sup>th</sup>) day after the petition is filed. The petitioner shall be responsible for obtaining and paying for his or her criminal history record. The court shall grant the petition if the petitioner has not been arrested for, charged with, or convicted of any felony, misdemeanor, petty offense, or municipal offense during the period of one (1) year following the date of the petitioner's conviction for a violation of subsections (A), (B), or (C) of this Section.

Q. The qualitative result of an alcohol or marijuana test or tests shall be admissible at the trial of any person charged with a violation of subsections (A) or (B) of this Section upon a showing that the device or devices used to conduct such test or tests have been approved as accurate in detecting alcohol or marijuana by the Executive Director of the Department of Public Health and Environment.

R. Official records of the Colorado Department of Public Health And Environment relating to the certification of breath test instruments, certification of operators and operator instructors of breath test instruments, certification of standard solutions, and certification of laboratories shall be official records of the State. Copies of such records, attested by the Executive Director of the Department of Public Health and Environment or his or her designee and accompanied by a certificate bearing the official seal for said Department, which state that the Executive Director of the Department has custody of such records, shall be admissible in the Municipal Court and shall constitute prima facie evidence of the information contained in such records. The official seal of the Department described in this subsection (R) may consist of a watermark of the State seal within the document.

S. In any proceeding in the Municipal Court concerning a charge under subsection (A) or (B) of this Section, the Court shall take judicial notice of methods of testing a person's blood, breath, saliva, or urine for the presence of alcohol or marijuana and of the design and operation of devices certified by the Department of Public Health and Environment for testing a person's blood, breath, saliva, or urine for the presence of alcohol or marijuana. This subsection (S) shall not prevent the necessity of establishing during a trial that the testing devices were working properly and that such testing devices were properly operated. Nothing in this subsection (S) shall preclude a defendant from offering evidence concerning the accuracy of testing devices.

T. A law enforcement officer may not enter upon any private property to investigate any violation of this Section without probable cause.

Section 6. Subsection 11.08.130 (A) of the Parachute Municipal Code is hereby repealed and re-enacted to read as follows:

11.08.130 Consumption of Marijuana and Open Container in Motor Vehicles Prohibited

A. As used in this Section, unless the context otherwise requires:

1. "Marijuana" shall have the same meaning as defined in Section 16(2)(f) of Article XVIII of the Colorado Constitution.
2. "Motor vehicle" means a vehicle driven or drawn by mechanical power and manufactured primarily for use on public streets and highways but does not include a vehicle operated exclusively on rails.
3. "Open marijuana container" means a receptacle or marijuana accessory that contains any amount of marijuana and:
  - (I) That is open or has a broken seal;
  - (II) The contents of which are partially removed; or AND
  - (III) There is evidence that marijuana has been consumed within the motor vehicle.

Section 7. Section 11.08.100 of the Parachute Municipal Code, Possession of Drug Paraphernalia Prohibited is hereby repealed.

Section 8. Any Ordinance or part thereof expressly in conflict with this Ordinance is hereby repealed.

**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 13<sup>th</sup> day of November, 2014.

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

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

**ATTEST:**

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

**PUBLIC NOTICE**

Public notice is hereby given that an Ordinance entitled:

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO AMENDING CHAPTER 11.08 OF THE PARACHUTE MUNICIPAL CODE CONCERNING THE UNLAWFUL POSSESSION OR CONSUMPTION OF ETHYL ALCOHOL OR MARIJUANA BY AN UNDERAGE PERSON; CONCERNING THE ILLEGAL POSSESSION OF MARIJUANA PARAPHERNALIA BY AN UNDERAGE PERSON; AND CONCERNING OPEN MARIJUANA CONTAINERS IN MOTOR VEHICLES.**

was introduced before the Board of Trustees on October 9, 2014; and that the Ordinance was approved at a regular meeting of the Board of Trustees held on October 9, 2014, and approved by the Mayor on \_\_\_\_\_, 2014.

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

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

**TOWN OF PARACHUTE**

---

S. Denise Chiaretta, Town Clerk

Dear Stuart

On behalf of the KSON Board of Directors, I would like to thank you for the \$300.00 contribution to the KSON Partners Program.

Please pass on our thanks to the Parachute Town Council.

Mary Lee Mulvaney

# KSUN Community Radio

398 Arroyo Drive  
Battlement Mesa, CO 81635

www.KSUNcommunityradio.org

OCT 29 2014 10:9

Dear KSUN Partner:

First of all the KSUN Board would like to thank you again for your generous contribution to our Partner's Program. Your donation helped us to make this a reality and we are so excited to begin the project. To date, we have \$16,300.00 committed to this endeavor.

Initially when your organization was approached to become a partner, we pledged complete accountability to you as we progressed through each phase of our program. Our first step in accountability was to establish a separate KSUN Partner's bank account so that we will have immediate access to the account information and totally accountable to our partners.

Our second step has been to separate the computer networks between Grand Valley Recreation Center and KSUN Community Radio because KSUN radio was sharing a network server with the Center. GVRC purchased its own server to make this happen. That separation has now been completed.

We are now ready to order and install the new computers and software upgrades which will complete Phase I with an approximate cost of \$8,000.00 to be completed within 30 days. Actual costs will be sent to you in our next update. We have been researching with several radio professionals and a professor at Colorado Mesa University as to the best equipment for our particular station. That research and a decision will be made on October 28th at our next KSUN board meeting.

The next phase is will be to research the relocation of our transmitter to a new tower. Currently we are studying the cost of equipment upgrades to make a studio transmitter link to the new tower. Betsy Suerth, Public Works Director, and her office have been extremely helpful with the KSUN tower situation. Apparently the tower for Garfield County has to be moved also according to directions from the DOW, so we are hoping to combine forces and resources with Garfield County Public Works to be part of their tower. This should save us a great deal of money and hopefully we can move into Phase II faster than we anticipated.

This is the first of our updates to our partners and please be assured, we will continue with our updates.

Sincerely

KSUN Community Radio Board of Directors

KSUN Board

Anne Huber, Floyd McDaniel, Kathie La Shell, Keith Lamney, Laurel Koning, Mary Lee Mohrlang  
970.285.2246 (Telephone) – KSUNradio.com (Email)

October 3, 2014

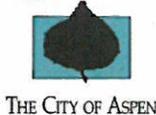


# ELECTRIC VEHICLE RALLY OF THE ROCKIES

## Thank You

### for making this event a huge success

- 8 Electric Cars: Nissan Leaf, Chevy Volt, Ford Focus, Ford C-Max
- 5 Launch Events: Grand Junction • Parachute • Aspen • Snowmass Village • Vail
- 3 Ribbon-Cuttings: Aspen • Snowmass Village • Basalt
- 1 Finish Line Rally: Colorado Mountain College Lappala Center, Carbondale
- 9 Charging Locations • 12+ Demo Vehicles
- 10 Colorado Mountain College Isaacson School for New Media students capturing video and audio and editing a forthcoming documentary



*Boj: Thanks very much for the support of the EV Rally, taking time to attend and the Town's support of extending EV infrastructure in the region. All the best,*

*Matt Shmigelsky*

Alice Laird, Executive Director • Mike Ogburn, Energy Engineer  
 Matt Shmigelsky, Energy Coach • Heather McGregor, Communications  
 CLEER: Clean Energy Economy for the Region



P.O. Box 428, Carbondale, Colorado 81623 | (970) 704-9200 | CleanEnergyEconomy.net

October 3, 2014



# ELECTRIC VEHICLE RALLY OF THE ROCKIES

## Thank You

### for making this event a huge success

- 8 Electric Cars:** Nissan Leaf, Chevy Volt, Ford Focus, Ford C-Max
- 5 Launch Events:** Grand Junction • Parachute • Aspen • Snowmass Village • Vail
- 3 Ribbon-Cuttings:** Aspen • Snowmass Village • Basalt
- 1 Finish Line Rally:** Colorado Mountain College Lappala Center, Carbondale
- 9 Charging Locations • 12+ Demo Vehicles**
- 10 Colorado Mountain College Isaacson School for New Media students** capturing video and audio and editing a forthcoming documentary



*Stuart: Thanks very much for the efforts of your office in furthering electric vehicle transportation options in the region and the fantastic send off of the Rally crew!*

*Matt Shmigelsky*

Alice Laird, Executive Director • Mike Ogburn, Energy Engineer  
 Matt Shmigelsky, Energy Coach • Heather McGregor, Communications



CLEER: Clean Energy Economy for the Region  
 P.O. Box 428, Carbondale, Colorado 81623 | (970) 704-9200 | CleanEnergyEconomy.net