



AGENDA
TOWN OF PARACHUTE
BOARD OF TRUSTEES REGULAR MEETING
NOVEMBER 19, 2015
222 GRAND VALLEY WAY, PARACHUTE, CO
6:30 P.M.

The Town of Parachute will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 285-7630, x-104 for assistance.

(A) CALL TO ORDER AND ROLL CALL

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

(D) CONSENT AGENDA:

- (1) MINUTES FROM THE SEPTEMBER 17, 2015, REGULAR MEETING
- (2) EXPENDITURES PAID IN OCTOBER 2015
- (3) BOARD CONSIDERATION OF A LIQUOR LICENSE RENEWAL APPLICATION FOR A 3.2 BEER OFF-PREMISE LICENSE

APPLICANT: Swallow Oil Company
 DBA: Parachute Grub n Scrub

ADDRESS: 28 Cardinal Way
 Parachute, CO 81635

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

The Board of Trustees welcomes you and thanks you for your time and concerns.

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

PLEASE SILENCE ALL CELL PHONES, PAGERS, AND HAND HELD DEVICES. THANK YOU.

(F) DEPARTMENTAL REPORTS:

- (1) Mayor and Board of Trustees.....Mayor and Trustees
- (2) Town Manager Monthly UpdateStuart McArthur, Town Manager
- (3) Police Department Monthly Update.....Cary Parmenter, Police Chief

(G) QUESTION AND ANSWER PERIOD WITH THE STATE OF COLORADO DEPARTMENT OF REVENUE MARIJUANA ENFORCEMENT DIVISION

PRESENTOR: BRIAN DYET, SUPERVISORY INVESTIGATOR–WESTERN COLORADO OFFICE

STAFF: STUART McARTHUR, TOWN MANAGER

(H) SUBMISSION TO THE BOARD OF TRUSTEES PETITIONS AND CERTIFICATION OF SUFFICIENCY TO RECALL MAYOR AND BOARD MEMBERS.

STAFF: DENISE CHIARETTA, TOWN CLERK
JEFFREY CONKLIN, TOWN ATTORNEY

(I) PUBLIC HEARING BEFORE THE TOWN OF PARACHUTE BOARD OF TRUSTEES IN CONSIDERATION OF AN APPLICATION FOR RETAIL LICENSE FOR A MARIJUANA RETAIL STORE (TO BE CONTINUED)

APPLICANT/OWNER: Heavenly Healing LLC
PROJECT NAME: Application for license from the Town of Parachute for a retail marijuana store
PROJECT LOCATION: 254 South Railroad Avenue
Parachute, CO 81635
LEGAL DESCRIPTION: Assessor Parcel No: 240707200013
Section: 7 Township: 7 Range: 95 TR IN LOT 4
STAFF: STUART McARTHUR, TOWN MANAGER
JEFFREY CONKLIN, TOWN ATTORNEY

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

APPLICANT/OWNER: Town of Parachute
222 Grand Valley Way
Parachute, CO 81635
PROJECT NAME: Revisions to its Municipal Code: Title 15 (Town of Parachute Land Use Regulations), regarding public hearings and public notice.
PROJECT LOCATION: N/A
LEGAL DESCRIPTION: N/A
STAFF: STUART McARTHUR, TOWN MANAGER

(K) BOARD CONSIDERATION OF AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING THE PARACHUTE MUNICIPAL CODE REGARDING TIMELINES FOR LAND USE APPLICATIONS AND PUBLIC NOTICE REQUIREMENTS.

STAFF: STUART McARTHUR, TOWN MANAGER

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

SUBJECT: LAW SUITS

STAFF: STUART McARTHUR, TOWN MANAGER
JEFFREY CONKLIN, TOWN ATTORNEY

- (M) **BOARD CONSIDERATION OF GRANT AGREEMENT (\$35,000) WITH THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS FOR THE PURPOSE OF UPDATING THE TOWN MUNICIPAL CODE FOR DEVELOPMENT REVIEW.**

STAFF: STUART McARTHUR, TOWN MANAGER

- (N) **BOARD CONSIDERATION OF GRANT AGREEMENT (\$300,000) WITH THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PURPOSE OF MOVING WATER LINES ON FIRST STREET.**

STAFF: STUART McARTHUR, TOWN MANAGER

- (O) **BOARD CONSIDERATION OF GRANT AGREEMENT (\$25,000) WITH THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PURPOSE OF INSTALLING RADAR AND SCHOL ZONE SIGNS IN THE TOWN.**

STAFF: STUART McARTHUR, TOWN MANAGER

(P) **OTHER MATTERS**

- (1) Thank you note from Grand Valley High School – Painting “claws” on Cardinal Way
 - (2) Thank you note from Grand Valley High School – Homecoming Bon Fire
-

(Q) **MOTION TO ADJOURN**

Adjourned at: _____ p.m.

**TOWN OF PARACHUTE
OCTOBER 2015 CHECK REGISTER**

<u>Payee or Description</u>	<u>Date</u>	<u>Check Number</u>	<u>Check Amount</u>
Payflex Health Hub Reimbursement CDM Ref # 33	10/5/2015	1	771.88
Payflex Health Hub Reimbursement CDM Ref # 34	10/13/2015	2	246.90
HRA Reimbursement CDM rEF # 35	10/19/2015	3	1,399.28
CDM Ref # 36 HRA Reimbursement	10/26/2015	4	898.83
WAGES PAYABLE	10/15/2015	5	26,846.74
FEDERAL WITHHOLDING PAYABLE	10/15/2015	6	9,231.32
PAYLOCITY PAYROLL FEE	10/15/2015	7	92.50
WAGES PAYABLE	10/30/2015	8	110.82
WAGES PAYABLE	10/30/2015	9	26,588.30
FEDERAL WITHHOLING PAYABLE	10/30/2015	10	8,696.73
PAYLOCITY PAYROLL FEE	10/30/2015	11	124.30
ALPINE BANK - OKTOBERFEST MERCHANT FEES	10/31/2015	12	0.00
Paylocity - Colorado Unemployment Add'l Quarterly F	10/22/2015	13	591.44
Wells Fargo Merchant Services	10/13/2015	14	346.59
CEBT	10/1/2015	20253	16,907.10
DEPENDABLE WASTE SERVICES	10/1/2015	20254	4,603.00
FIRE AND POLICE PENSION ASSOC.	10/1/2015	20255	1,722.64
JODY BLAKE	10/1/2015	20256	230.00
LIBERTY NATIONAL LIFE INSURANCE CO.	10/1/2015	20257	151.78
ORCHARD TRUST COMPANY, LLC	10/1/2015	20258	2,384.03
GONZALES EVENTS, LLC	10/5/2015	20264	400.00
SUSTAINABLE HEALTH	10/8/2015	20265	5,000.00
CENTRAL DISTRIBUTING	10/9/2015	20266	2,742.00
BATTLEMENT MESA METROPOLITAN DISTRICT	10/15/2015	20267	11,562.00
BETTER CITY	10/15/2015	20268	7,500.00
CASELLE INC	10/15/2015	20269	525.33
CEBT	10/15/2015	20270	17,106.10
CIRSA	10/15/2015	20271	10,812.50
CITADEL SECURITY & INVESTIGATIONS	10/15/2015	20272	4,799.25
DEREK WINGFIELD	10/15/2015	20273	110.18
DESKTOP CONSULTING, INC.	10/15/2015	20274	37.50
FIKES WEST, INC.	10/15/2015	20275	96.00
FIRE AND POLICE PENSION ASSOC.	10/15/2015	20276	1,722.07
HUDDLESTON-BERRY ENGINEERING & TESTING	10/15/2015	20277	450.00
KKVT-FM THE VAULT 100.7	10/15/2015	20278	8,739.26
KKVT-FM THE VAULT 100.7	10/15/2015	20279	1,000.00
KMOZ THE MOOSE 92.3	10/15/2015	20280	1,000.00
KMOZ THE MOOSE 92.3	10/15/2015	20281	1,000.00
KONICA MINOLTA	10/15/2015	20282	788.73
KYLE PAPEZ	10/15/2015	20283	2.00
ORCHARD TRUST COMPANY, LLC	10/15/2015	20284	2,384.03
R & S SALES & WELDING SERVICE	10/15/2015	20285	12.00
RIFLE ANIMAL SHELTER	10/15/2015	20286	75.00
SNOB PRODUCTIONS INC	10/15/2015	20287	500.00
STUART S. MCARTHUR	10/15/2015	20288	454.49
UNIVAR USA INC	10/15/2015	20289	41.47
UNIVAR USA INC	10/15/2015	20290	635.50
YANINA TORANZA-VIERA	10/15/2015	20291	314.60
TOWN OF PARACHUTE - PETTY CASH	10/20/2015	20292	71.79
UMB - CREDIT CARD	10/25/2015	70100018	14,974.41
WEX, INC.	10/15/2015	70100019	2,752.26
XCEL ENERGY	10/26/2015	70100020	7,506.15
TOTAL			207,058.80

**LIQUOR OR 3.2 BEER LICENSE
 RENEWAL APPLICATION**

PARACHUTE GRUB N SCRUB
 PO BOX 868
 RIFLE CO 81650-0868

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

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

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name SWALLOW OIL CO		DBA PARACHUTE GRUB N SCRUB		
Liquor License # 04135850007	License Type 3.2% Beer Off Premises (city)	Sales Tax License # 04135850007	Expiration Date 12/7/2015	Due Date 10/23/2015
Street Address 28 CARDNIAL WAY PARACHUTE CO 81635-9747				Phone Number 9706251467
Mailing Address PO BOX 868 RIFLE CO 81650-0868				
Operating Manager <i>Kirk Swallow</i>	Date of Birth <i>3/19/57</i>	Home Address <i>2170 G.Rd. 321, Rifle, Co. 81650</i>		Phone Number <i>9706251180</i>

- 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 <i>Kirk Swallow</i>	Title <i>President / MGR</i>
Signature <i>Kirk Swallow</i>	Date <i>10/16/15</i>

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For	Date
Signature	Title
	Attest



Town of Parachute

A Safe Place to Land

Stuart S. McArthur, Town Manager

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

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

DATE: November 19, 2015
TO: Board of Trustees
FROM: Stuart S. McArthur, Town Manager
SUBJECT: TOWN MANAGER MONTHLY REPORT – NOVEMBER 2015

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

1. Sales tax report showing current month (October receipt for August sales) sales tax and comparing the last three years is attached to this report. You will note that sales tax YTD is down nearly 19.0% from last year at this time. We are down 22.4% from the 2015 budgeted amount. I am watching this trend carefully and necessary actions are being taken to reduce expenditures.

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

2. The 2015 Budget Tracking Report Summary is also attached. Through October 75.0% of the year has passed. The budget is tracking well. We are being very conservative in our spending. Overall the projected ending fund balances are good, with the exception of the Wastewater Fund. The Town experienced a large hit (nearly \$40,000) due to a sludge problem that was encountered during the jetting of the lines. A supplemental may be required later in the year. I will keep an eye on it.
3. The meeting schedule for the Board and Planning & Zoning Commission for the rest of the year is as follows:

Board of Trustees	Planning and Zoning Commission
December 10 th – Special Meeting to Adopt 2016 Budget	No meetings in December
December 17 th – Regular Meeting	

4. Garfield and Mesa Counties joined together to apply for a grant from the Colorado State of Local Affairs to complete a study of the importance and requirements of Broadband in the two counties. They are asking for a representative from each jurisdiction to be part of a steering committee for the plan. If the Board has no problem, I would be willing to represent the Town on this committee.
5. Colorado Oil and Gas Conservation Commission (COGCC) is preparing for the hearings on the new rule making based on the recommendations from the Governor's Task Force. The Town of Parachute has joined with Garfield County and other jurisdictions to form what is being called the Western Slope Governments (WSG). The COGCC strongly encouraged individual entities, groups, and individuals to form groups with common goals and issues instead of each taking the Commission's time during hearings. The other members of the WSG are: Garfield County, Mesa County, Moffat County, Montezuma County, Rio Blanco County, and the Town of Silt. Representatives from Garfield County will serve as the witnesses for the group at the hearings.
6. The Town of Oak Creek (near Steamboat Springs) recognized local businesses that have contributed to the improvement of the Town's business district. One of those businesses was a recreational marijuana store, Park Range Recreationals. The business has contributed to the attraction of other businesses to the Town and has been instrumental in improving the overall appearance of the business district.
7. I attended a special Board meeting of the Garfield Clean Energy Collaboration. A presentation was made by two groups that are leading the path to more fully identify and capture methane gas from gas operations versus losing it into the atmosphere and/or flaring it. This accomplishes three things: Protects the environment, provides more profitability, and creates jobs. This might be an opportunity for some business and/or employment opportunities.
8. The Grand Valley High School Cheerleading Squad is going to compete in a competition and they have asked if the Town would like to make a contribution to the souvenir booklet. Does the Board want to make a contribution?

9. Upcoming Issues:

a. Agenda Items:

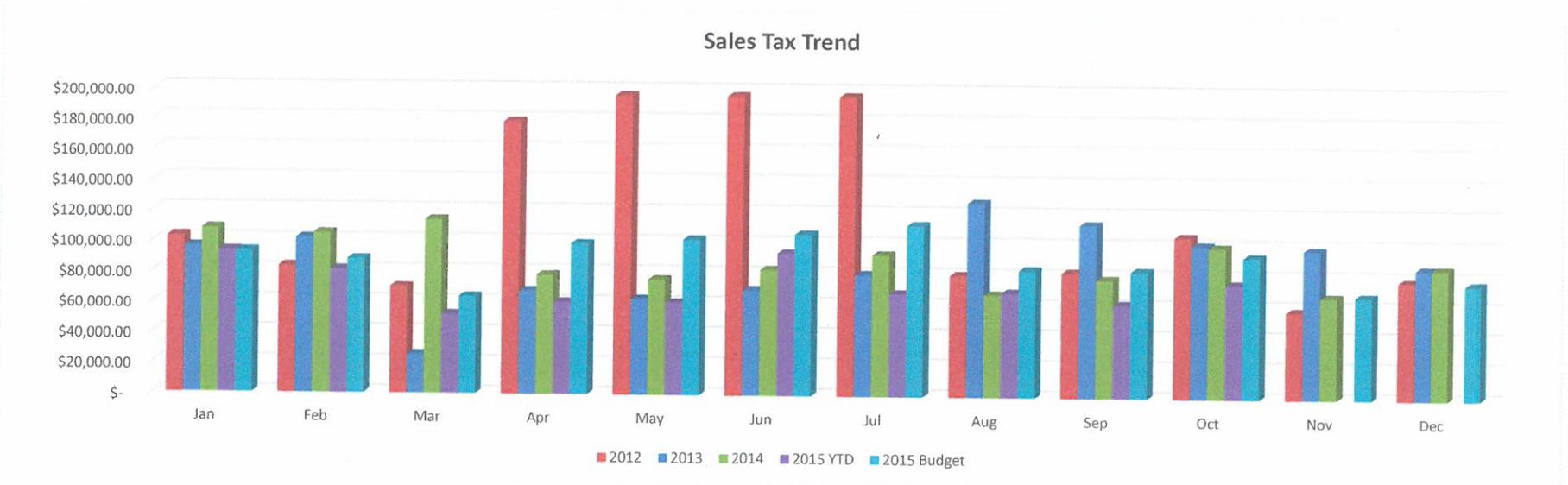
- i. Water rate issue for those residents without irrigation access.
- ii. Bee ordinance
- iii. Rabbits ordinance
- iv. Annexation zoning
- v. Survey and easements for Town water/electric/road facilities within the Battlement Mesa Company property
- vi. Applications for marijuana establishments
- vii. Applications for land use review for special use and re-zoning.

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

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

Actuals											
Month Received	Month Paid*	2012	2013	2014	2014 YTD	2015 YTD	2015 Budget	% Over / -Under Budget	YTD % Compared to 2014	Actual Compared to Budget	
Jan	Nov	\$ 102,462.53	\$ 95,706.59	\$ 107,541.87	\$ 107,541.87	\$ 93,340.02	\$ 93,034.20	0.33%	-13.21%	0.33%	
Feb	Dec	\$ 82,967.67	\$ 101,588.06	\$ 104,702.30	\$ 104,702.30	\$ 81,163.74	\$ 88,027.22	-7.80%	-22.48%	-7.80%	
Mar	Jan	\$ 70,051.54	\$ 25,564.29	\$ 113,904.74	\$ 113,904.74	\$ 51,821.09	\$ 63,761.46	-18.73%	-54.50%	-18.73%	
Apr	Feb	\$ 178,676.32	\$ 67,891.55	\$ 78,277.62	\$ 78,277.62	\$ 60,420.09	\$ 98,857.22	-38.88%	-22.81%	-38.88%	
May	Mar	\$ 196,401.77	\$ 62,753.99	\$ 75,764.05	\$ 75,764.05	\$ 60,555.16	\$ 101,923.05	-40.59%	-20.07%	-40.59%	
Jun	Apr	\$ 196,401.77	\$ 69,165.79	\$ 82,490.46	\$ 82,490.46	\$ 93,419.42	\$ 105,921.28	-11.80%	13.25%	-11.80%	
Jul	May	\$ 196,401.77	\$ 79,877.98	\$ 92,727.04	\$ 92,727.04	\$ 67,717.37	\$ 112,296.42	-39.70%	-26.97%	-39.70%	
Aug	Jun	\$ 79,785.87	\$ 127,189.55	\$ 67,447.53	\$ 67,447.53	\$ 68,804.28	\$ 83,512.60	-17.61%	2.01%	-17.61%	
Sep	Jul	\$ 82,319.43	\$ 113,405.91	\$ 77,887.19	\$ 77,887.19	\$ 61,204.69	\$ 83,265.97	-26.49%	-21.42%	-26.49%	
Oct	Aug	\$ 105,816.61	\$ 100,377.26	\$ 99,147.71	\$ 99,147.71	\$ 75,283.71	\$ 92,921.78	-18.98%	-24.07%	-18.98%	
Nov	Sep	\$ 57,266.18	\$ 97,548.24	\$ 67,147.25	\$ -	\$ -	\$ 67,547.54	-100.00%			
Dec	Oct	\$ 77,708.49	\$ 85,800.99	\$ 86,001.23	\$ -	\$ -	\$ 75,931.28	-100.00%			
Total		\$ 1,426,259.95	\$ 1,026,870.20	\$ 1,053,038.99	\$ 899,890.51	\$ 713,729.57	\$ 1,067,000.00		-19.03%	-22.36%	

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



2015 BUDGET TRACKING REPORT SUMMARY

% OF YEAR PASSED

83.33%

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
GENERAL FUND								
GENERAL FUND REVENUES								
1	General Property Tax	\$ 305,721	\$ 368,100	\$ 406,100	\$ 385,487	104.72%	\$ (17,387)	1
2	Town Sales Tax	1,038,860	1,067,000	854,478	724,447	67.90%	342,553	2
3	Other Taxes	235,978	195,840	188,946	158,627	81.00%	37,213	3
4	Licenses and Permits	32,741	9,100	93,765	60,782	667.94%	(51,682)	4
5	Intergovernmental	464,502	377,500	455,017	386,698	102.44%	(9,198)	5
6	Planning & Zoning	1,896	2,200	48,327	47,877	2176.21%	(45,677)	6
7	Fines / Forfeitures	70,807	70,000	74,597	64,762	92.52%	5,238	7
8	Miscellaneous / Special	109,133	64,850	82,438	68,395	105.47%	(3,545)	8
9	Total General Fund Revenues	\$ 2,259,638	\$ 2,154,590	\$ 2,203,668	\$ 1,897,075	88.05%	\$ 257,515	9
GENERAL FUND EXPENDITURES								
10	Salaries / Wages	\$ 659,224	\$ 711,220	\$ 636,755	\$ 522,491	73.46%	\$ 188,729	10
11	Benefits	314,546	321,630	268,433	220,573	68.58%	101,057	11
12	Supplies	207,807	284,620	245,480	211,451	74.29%	73,169	12
13	Services	150,714	309,873	343,120	243,766	78.67%	66,107	13
14	Capital Outlay	64,599	47,850	23,410	10,987	22.96%	36,863	14
15	Transfers to Other Funds	5,152,640	824,030	824,030	618,023	75.00%	206,008	15
16	Other	17,990	167,560	85,108	29,228	17.44%	138,332	16
17	Total General Fund Expenditures	\$ 6,567,520	\$ 2,666,783	\$ 2,426,335	\$ 1,856,518	69.62%	\$ 810,265	17
GENERAL FUND BALANCE ANALYSIS								
18	Beginning Fund Balance	\$ 5,495,295	\$ 1,187,368	\$ 1,187,368				18
19	TOTAL REVENUES	2,259,638	2,154,590	2,203,668				19
20	TOTAL EXPENDITURES	6,567,565	2,666,783	2,426,335				20
21	Annual Net	(4,307,927)	(512,193)	(222,667)				21
22	Ending Available Fund Balance	\$ 1,187,368	\$ 675,175	\$ 964,701				22

2015 BUDGET TRACKING REPORT SUMMARY

% OF YEAR PASSED

83.33%

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
WATER FUND								
WATER FUND REVENUES								
23	Water Utility Receipts	\$ 280,565	\$ 330,000	\$ 338,394	\$ 283,625	85.95%	\$ 46,375	23
24	Irrigation Utility Receipts	30,362	20,000	31,091	31,091	155.45%	(11,091)	24
25	Late Fees / Penalties	2,364	500	2,025	1,825	365.01%	(1,325)	25
26	Irrigation Tap Fees	-	-	-	-	#DIV/0!	-	26
27	Water Tap Fees	-	-	-	-	#DIV/0!	-	27
28	Transfers from Other Funds	26,250	35,000	35,000	26,250	75.00%	8,750	28
29	Grants	-	-	68,166	68,166	#DIV/0!	(68,166)	29
30	Other	46	50	34	98	196.70%	(48)	30
31	Total Water Fund Revenues	\$ 339,587	\$ 385,550	\$ 474,709	\$ 411,055	106.62%	\$ (25,505)	31
WATER FUND EXPENDITURES								
32	Salaries / Wages	\$ 106,969	\$ 132,500	\$ 121,296	\$ 99,721	75.26%	\$ 32,779	32
33	Benefits	48,174	51,990	48,403	40,344	77.60%	11,646	33
34	Supplies	145,298	115,200	88,802	77,366	67.16%	37,834	34
35	Services	7,449	12,880	11,106	9,906	76.91%	2,974	35
36	Debt Service	17,798	37,620	33,541	29,041	77.19%	8,579	36
37	Capital Outlay	20,936	205,600	83,023	82,302	40.03%	123,298	37
38	Other	-	33,760	-	-	0.00%	33,760	38
39	Total Water Fund Expenditures	\$ 346,624	\$ 589,550	\$ 386,171	\$ 338,680	57.45%	\$ 250,870	39
WATER FUND BALANCE ANALYSIS								
40	Beginning Fund Balance	\$ 202,480	\$ 117,884	\$ 117,884				40
41	TOTAL REVENUES	339,589	385,550	474,709				41
42	TOTAL EXPENDITURES	424,185	589,550	386,171				42
43	Annual Net	(84,596)	(204,000)	88,539				43
44	Ending Available Fund Balance	\$ 117,884	\$ (86,116)	\$ 206,423				44

2015 BUDGET TRACKING REPORT SUMMARY

% OF YEAR PASSED

83.33%

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
WASTEWATER FUND								
WASTEWATER FUND REVENUES								
45	Wastewater Utility Receipts	\$ 210,748	\$ 220,000	\$ 208,287	\$ 172,687	78.49%	\$ 47,313	45
46	Late Fees / Penalties	30	30	-	-	0.00%	30	46
47	Wastewater Tap Fees	-	-	41	36	#DIV/0!	(36)	47
48	Transfers from Other Funds	-	22,000	22,000	16,500	75.00%	5,500	48
49	Grants	-	-	-	-	#DIV/0!	-	49
50	Other	-	-	-	-	#DIV/0!	-	50
51	Total Wastewater Fund Revenues	\$ 210,778	\$ 242,030	\$ 230,328	\$ 189,224	78.18%	\$ 52,806	51
WASTEWATER FUND EXPENDITURES								
52	Salaries / Wages	\$ 25,559	\$ 28,820	\$ 23,441	\$ 19,325	67.06%	\$ 9,495	52
53	Benefits	10,646	10,670	8,599	7,177	67.27%	3,493	53
54	Supplies	189,162	175,720	193,048	161,989	92.19%	13,731	54
55	Services	4,563	13,370	5,636	5,331	39.87%	8,039	55
56	Debt Service	-	2,000	2,163	1,442	72.09%	558	56
57	Capital Outlay	448	10,200	-	-	0.00%	10,200	57
58	Other	-	1,250	1,130	-	0.00%	1,250	58
59	Total Wastewater Fund Expenditures	\$ 230,378	\$ 242,030	\$ 234,017	\$ 195,264	80.68%	\$ 46,766	59
WASTEWATER FUND BALANCE ANALYSIS								
60	Beginning Fund Balance	\$ 53,700	\$ 7,300	\$ 7,300				60
61	TOTAL REVENUES	210,778	242,030	230,328				61
62	TOTAL EXPENDITURES	257,178	242,030	234,017				62
63	Annual Net	(46,400)	-	(3,689)				63
64	Ending Available Fund Balance	\$ 7,300	\$ 7,300	\$ 3,611				64

2015 BUDGET TRACKING REPORT SUMMARY

% OF YEAR PASSED

83.33%

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
STREETS AND ALLEYS FUND								
STREETS AND ALLEYS FUND REVENUES								
65	Specific Ownership Tax	\$ 21,427	\$ 30,000	\$ 23,110	\$ 19,510	65.03%	\$ 10,490	65
66	HUTF Tax	42,492	35,000	45,961	37,961	108.46%	(2,961)	66
67	County Road and Bridge Tax	37,809	88,900	51,303	50,503	56.81%	38,397	67
68	Transfers from Other Funds	160,000	160,000	160,000	120,000	75.00%	40,000	68
69	Grants	-	-	-	-	0.00%	(1)	69
70	Other	6,072	8,000	6,093	5,193	64.91%	2,807	70
71	Total Streets and Alleys Fund Revenues	\$ 267,800	\$ 321,900	\$ 286,467	\$ 233,167	72.43%	\$ 88,732	71
STREETS AND ALLEYS FUND EXPENDITURES								
72	Salaries / Wages	\$ 98,545	\$ 100,840	\$ 75,674	\$ 62,096	61.58%	\$ 38,744	72
73	Benefits	45,008	42,780	29,825	25,598	59.84%	17,182	73
74	Supplies	74,403	94,150	72,054	60,347	64.10%	33,803	74
75	Services	5,046	7,130	6,427	4,853	68.07%	2,277	75
76	Capital Outlay	-	3,000	2,770	2,049	68.31%	951	76
77	Other	-	74,000	-	-	0.00%	74,000	77
78	Total Streets and Alleys Fund Expenditures	\$ 223,003	\$ 321,900	\$ 186,751	\$ 154,943	48.13%	\$ 166,957	78
STREETS AND ALLEYS FUND BALANCE ANALYSIS								
79	Beginning Fund Balance	\$ -	\$ 44,798	\$ 44,798				79
80	TOTAL REVENUES	267,800	321,900	286,467				80
81	TOTAL EXPENDITURES	223,002	321,900	186,751				81
82	Annual Net	44,798	-	99,716				82
83	Ending Available Fund Balance	\$ 44,798	\$ 44,798	\$ 144,514				83

2015 BUDGET TRACKING REPORT SUMMARY

% OF YEAR PASSED

83.33%

LINE NO.	DESCRIPTION	2014 ACTUALS	2015 BUDGET	2015 ESTIMATE	TOTAL 2015 YTD	% OF BUDGET SPENT	BUDGET REMANING	LINE NO.
CAPITAL IMPROVEMENT FUND								
CAPITAL IMPROVEMENT FUND REVENUES								
84	Transfers from Other Funds	\$ 1,925,000	\$ 595,000	\$ 595,000	\$ 446,250	75.00%	\$ 148,750	84
85	Other	-	200,000	600,000	25,000	12.50%	175,000	85
86	Total Capital Improvement Fund Revenues	\$ 1,925,000	\$ 795,000	\$ 1,195,000	\$ 471,250	59.28%	\$ 323,750	86
CAPITAL IMPROVEMENT FUND EXPENDITURES								
87	Salaries / Wages	\$ -	\$ -	\$ -	\$ -	#DIV/0!	\$ -	87
88	Benefits	-	-	-	-	#DIV/0!	-	88
89	Supplies	-	-	-	-	#DIV/0!	-	89
90	Services	-	-	-	-	#DIV/0!	-	90
91	Capital Outlay	1,261,712	1,546,720	1,566,059	77,034	4.98%	1,469,686	91
92	Other	-	-	-	-	#DIV/0!	-	92
93	Total Capital Improvement Fund Expenditures	\$ 1,261,712	\$ 1,546,720	\$ 1,566,059	\$ 77,034	4.98%	\$ 1,469,686	93
CAPITAL IMPROVEMENT FUND BALANCE ANALYSIS								
94	Beginning Fund Balance	\$ 870,839	\$ 1,534,127	\$ 1,534,127				94
95	TOTAL REVENUES	1,925,000	795,000	1,195,000				95
96	TOTAL EXPENDITURES	1,261,712	1,546,720	1,566,059				96
97	Annual Net	663,288	(751,720)	(371,059)				97
98	Ending Available Fund Balance	\$ 1,534,127	\$ 782,407	\$ 1,163,068				98



Town of Parachute

A Safe Place to Land

Mark King, Public Works Director

Integrity ▪ Respect ▪ Teamwork ▪ Pride ▪ Innovation ▪ Diversity

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

Date: November 19th 2015
To: Board of Trustees
From: Mark King, Public Works Director
Subject: November monthly report

Public Works Project Updates:

I will be on vacation during the board meeting.

The Parachute Park Boulevard and County Road 215 were completed, both look very nice. We have additional roads in town that are still need of repair; South Second Court: It is in need of some major work and it has never been adopted by the town because it was not built to town standards and is currently the responsibility of the HOA for repairs. However, it is my understanding that the HOA was disbanded years ago. We have several additional streets that are in disrepair and in need of crack seal, possible ship and seal, and/or replacement. We will be targeting some of these issues dependent on budget in 2016.

We are currently working on the irrigation system blow out and should be complete by November 13th. If you know anyone with issues with valves or the lines coming in to your property let me know so I can put them on a list to be repaired before next irrigation season.

The parks are closed and winterized for the year and will re-open again in the spring.

We will be working on the new lighting display at the rest area; I think it will look amazing for the holidays.



Town of Parachute

A Safe Place to Land

Derek Wingfield, Community Development

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Date: November 19, 2015

To: Board of Trustees

From: Derek Wingfield, Community Development

Subject: Community Development Monthly Report- October 2015

Change of work this month getting past Oktoberfest.

Good news, we have seen a ton of building permit applications. I have worked on cleaning and organizing the back room with the building, planning, and zoning documents. I have made great progress in the overall appearance of the room but still have a great deal of work on the organizational aspect.

Like I said we have been getting several applications for both commercial and residential work. A few of them are potentially going to require variance reviews to complete. We have issued multiple permits after plan reviews were completed for remodels.

I also have been working with two on future business plans to possibly open. A temporary sign permit was issued and has been built on Cardinal Way for a recreational facility. A second new business venture is still being worked and code being explored for both compliance and allowance for the new business.

The sad note with economic development and community is we are still seeing business closures. Pizza and Cones has closed its doors. The Colorado Custom Canvas (CCC) has also closed its doors; working with the RREDC and CCC, to try and stimulate their business has come up short to keep their business in Town.

We have had numerous calls on zoning, and real estate lately as well. Several vacant lots have sold and there sounds like a small amount of interest in residential development on them. There is also an interest in a possible RV development and annexation in the future. Both of these ventures are in infancy and exploration.



Town of Parachute

A Safe Place to Land

Cary Parmenter, Police Chief

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October, 2015

We saw a decrease in calls for the Month of October. Officers responded to 454 calls for service, compared to the average of 600 calls for the last several months. In October officers investigated seven DUI cases, four of those were impaired by drugs.

We are seeing an increase in the number of DUI-D “*Driving Under the Influence by Drugs*” cases involving prescription medications. This is due to the fact that the State of Colorado has increased its number of scholarships for officers to become a DRE “*Drug Recognition Expert*”. Whereas before those same cases would have been missed and the drivers would have continued driving.

The District Court has begun proceedings in the Sarah Ogden case. Officers will be busy preparing for court and testifying in our second homicide case in 10 years.

We are preparing to use these last few weeks of the year catching up on our mandated POST training and updating ourselves on the latest changes in the State’s Statues.

Calls for service 2014: **425**

Calls for service 2015: **454**

Thank You

Cary Parmenter

Police Chief



Town of Parachute

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POLICE ACTIVITY BLOTTER FOR SEPTEMBER 2015

DATE	SUMMARY
10/01/15	DUI An Officer conducted a traffic stop at the 75 mm on I-70. Robert Warren, 73 of Colorado Springs was arrested for DUI.
10/01/15	Traffic Violation Officer conducted a traffic stop at E 1 st Street and Co Rd 215. A Juvenile was summoned for Failing to yield right of way, displaying expired number plates, and driving without a valid driver's license.
10/02/15	Traffic Violation Officer conducted a traffic stop on Cardinal Way. Jennifer Lugo , 28 was summoned for stop sign violation, and compulsory insurance. She was also arrested on a warrant.
10/03/15	Crash Officers were called to the Parachute Rest area on a report of a motor vehicle crash. Johnny Cross, 48, of Eagle was summoned for improper backing.
10/03/15	Traffic Violation Officer made a traffic stop on the 75 eastbound I-70 on ramp. The driver, Maria Del Rocio Naranjo-Ramirez, 42, of Rifle, CO, was summoned for driving without a valid driver's license, and defective vehicle.
10/03/15	Traffic Violation An Officer conducted a traffic stop on Hwy 6 and the Park and Ride. Rufina Nabarrete, 55, of Parachute was summoned for driving without a valid driver's license, and defective vehicle.
10/05/15	Disturbance Officers were called to the 400 Block of Yarrow Circle on a report of a disturbance. After some investigation Ryan Courter, 36 of Parachute was arrested for Obstructing a Peace Officer and Resisting Arrest.



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- 10/07/15 Traffic Violation**
An Officer conducted a traffic stop on 100 block of Watson. Dora Ruiz 49 of Parachute was summoned for allowing an unlicensed minor to drive.
- 10/07/15 DUI**
Officer conducted a traffic stop on the 75 Eastbound I-70 On-Ramp. Jordan Johnson 30 of Rifle, CO was arrested for DUI, Driving a vehicle while license under restraint for drugs/alcohol, failure to provide proof insurance, and no license plate light.
- 10/10/15 Theft**
Officers were called to Aspen Ct on a report of a theft. The investigation into this case continues.
- 10/10/15 Child Abuse**
Officer was called to 200 Colorado Avenue on a report of child abuse. Kayle Snider, 31 of Parachute, and Nathaniel Gouker, 22, of Parachute were both summoned for Child Abuse.
- 10/10/15 Traffic Violation**
Officer conducted a traffic stop at Cardinal Way and Co Rd 300. The driver, Kandisse Wilson-Hansen, 25, of Parachute was summoned for Driving a vehicle while license under restraint for drugs/alcohol, and failing to obey a traffic signal.
- 10/10/15 Agency Assist**
Officers provided emergent cover to a GCSO deputy who was dispatched to a large fight with weapons in the 200 block of Tamarisk Trail.
- 10/11/15 DUI**
Officer conducted a traffic stop on Co Rd 300 and Co Rd 300A. The driver Christopher Bohler, 25 of Parachute was arrested for suspicion of DUI-D, Failure to display lamps, and failure to provide insurance.
- 10/11/15 Domestic**
Officers were called to 200 Colorado Avenue on a report of a Domestic Assault. Mark Preston, 21 of Parachute was arrested for Domestic Violence, Obstruction of Telephone Services, Harassment, and Child Abuse.



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- 10/11/15** **DUI**
Officer conducted a traffic stop at the 72 mm of I-70 westbound. The driver, Reynaldo Trillo, 18 of Edwards, CO was arrested for DUI-D, Violating restrictions on Temporary instruction permit, failing to drive in a single lane, and speeding 10-19 mph over the speed limit.
- 10/11/15** **Drug Violation**
Officer conducted a traffic stop at the 72 mm of I-70 westbound. The Passenger, Natalie Nickless 18, of Centennial, CO was summoned for MIP-Drugs.
- 10/14/15** **Mental Health**
Officers were called to a possible suicide in progress in the area of Grand Valley and Cardinal Way. The party was taken to the hospital to receive help.
- 10/14/15** **Traffic Violation**
Officer conducted a traffic stop in the 200 block of Callahan Ave. Mari Selgado, 34 of Parachute was summoned for Failure to use turn signals, and Display expired number plates.
- 10/14/15** **DUI**
An Officer conducted a traffic stop on I-70 at the 75 mm. The driver, Carol Hatfield 61, of Parachute was arrested for DUI-D, Disobeying a traffic control device, and failing to provide proof of insurance.
- 10/15/15** **Disturbance**
Officers were called to the 500 block of Parachute Avenue on a report of a disturbance. No charges were filed
- 10/15/15** **Suspicious Event**
Officer on patrol witnessed a party exiting the back of the closed businesses in the 100 block of Cardinal Way. The officer attempted to contact the suspect. The suspect, Richard Richey, 39 of Parachute was arrested for Tampering with Physical Evidence, Possession of Burglary tools, obstructing a peace officer, resisting arrest, possession of drug paraphernalia.
- 10/24/15** **DUI**
Officer Conducted a Traffic Stop on Co Rd 300 and Misty way. The driver Stacy Westlund, 41, of Parachute was arrested for DUI, DUI Per Se, and Weaving.



Town of Parachute

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- 10/25/15 Unattended Death**
Officers were called to St. Johns Circle on a person down. Victim was pronounced deceased at the scene. Coroner ruled the death natural causes.
- 10/28/15 Animal Violation**
Officer was called to Cottonwood Park, there he recovered a loose animal. There are no known owners at this time.
- 10/30/15 Assault**
Officers were called to 420 Wildrose Lane on a report of an assault. This case was turned over to another agency.
- 10/31/15 Theft**
Officer was made aware of a theft in the 200 Block of 1st street. This case is still under investigation.
- 10/31/15 Assault**
Officers were called to the 300 block of 4th street. One of the Officer's was assaulted dealing with a party on the call.

23 Traffic Citations October 2015

29 Case Reports in October 2015

39 Case Reports in October 2014

26 Case Reports in October 2013

49 total DUI arrests as of October 31, 2015

2 DUI arrests for the same time period in 2014

398 case reports YTD

(283 case reports total in 2014)



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 19, 2015
TO: Town of Parachute Board of Trustees
FROM: Stuart S. McArthur, Town Manager
SUBJECT: PRESENTATION OF RECALL PETITIONS

Background

The Town of Parachute received petitions to recall the Mayor and three Trustees from a citizen committee on October 14, 2015. There are three (3) petitions circulated by three petitioners for each individual. The Town Clerk the Clerk must submit the petition, along with a certificate of its sufficiency, to the Board of Trustees at the first meeting of such body following the expiration of the challenge period. This is that meeting.

The Board of Trustees sets the date for the recall election to be held not less than 30 days and not more than 90 days from the date of the petition's submission, unless there is a general election being held within 180 days, in which case the recall election will be held then. The Board of Trustees must also determine if the recall election will be by mail ballot or polling places. If the recall election is to take place as part of a coordinated election, the contents of the recall election ballot must be determined by the statutory date provided pursuant to C.R.S. § 1-5-203(3).

The resolution to set the date of the election will be presented on the December 10th agenda of the Board of Trustee Special Meeting.

Staff Analysis

None

Attorney Review

Town Attorney has written a letter regarding the procedure and that letter has been

provided to the Board of Trustees

Recommendations

N/A

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



Town of Parachute

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Town Clerk Denise Chiaretta

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222 Grand Valley Way • Parachute, CO 81635
• Phone (970) 285-7630 Fax (970) 285-0292

September 28, 2015

Petitioners Recall Committee Member
Pamela Ann Jarrett
184 S. 2nd Court
Parachute, CO 81635

Ms. Jarrett,

I have reviewed the recall petitions that were turned into me by the Petitioners Committee and find that they are sufficient.

Sincerely,


Denise Chiaretta
Town Clerk

xc: file

Jeffery Conklin, Esq.



Town of Parachute

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Town Clerk Denise Chiaretta

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222 Grand Valley Way • Parachute, CO 81635
• Phone (970) 285-7630 Fax (970) 285-0292

September 28, 2015

Petitioners Recall Committee Member
Ronald R. Jarrett
184 S. 2nd Court
Parachute, CO 81635

Mr. Jarrett,

I have reviewed the recall petitions that were turned into me by the Petitioners Committee and find that they are sufficient.

Sincerely,


Denise Chiaretta
Town Clerk

xc: file

Jeffery Conklin, Esq.



Town of Parachute

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Town Clerk Denise Chiaretta

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222 Grand Valley Way • Parachute, CO 81635

• Phone (970) 285-7630 Fax (970) 285-0292

September 28, 2015

Petitioners Recall Committee Member
Julie Anna Stark
002 Alpine Court
Parachute, CO 81635

Ms. Stark,

I have reviewed the recall petitions that were turned into me by the Petitioners Committee and find that they are sufficient.

Sincerely,


Denise Chiaretta
Town Clerk

xc: file

Jeffery Conklin, Esq.

SECTION 3

**WARNING:
IT IS AGAINST THE LAW:**

OCT 14 2015 16:10

For anyone to sign this petition with any name other than one's own or to knowingly sign one's own name more than once for the same measure or to sign such petition when not a registered elector.

Do not sign this petition unless you are a registered elector. To be a registered elector, you must be a citizen of Colorado and registered to vote in Parachute, Colorado.

Do not sign this petition unless you have read or have had read to you the proposed measure in its entirety and understand its meaning.

**Petition to recall John Loschke from the office of Trustee of the
Town of Parachute, Colorado**

John Loschke is being recalled because he has demonstrated an unwillingness to hear the people, acknowledge what they say, and respond as a responsible representative of the people of Parachute. John Loschke was one of the Trustees who voted for Ordinance 683 which would allow an unrestricted number of marijuana business establishments in the Town of Parachute. In the subsequent three Town Board of Trustees meetings, citizens were very vocal in their request to be allowed to vote on the issue just as citizens in other nearby towns have. Even when a way was offered to repeal Ordinance 683 and let the people vote on it in the near future, John Loschke rejected this effort. We maintain John Loschke should be recalled and replaced with a citizen who desires to listen to and serve the people of the town and make our town government more open and transparent.

We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of John Loschke from office of Trustee of the Town of Parachute, Colorado for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1	<i>Robert J. Ackerman</i>	ACKERMAN	Robert	J	10-7-15
	Residence Street Address <i>310 W. 1st St.</i>		City/Town <i>PARACHUTE</i>	County <i>Garfield</i>	
2	<i>Shirley J. Ackerman</i>	ACKERMAN	Shirley	J	10-7-15
	Residence Street Address <i>316 W. First Street</i>		City/Town <i>PARACHUTE</i>	County <i>GARFIELD</i>	
3	<i>Janell A. Carnahan</i>	Carnahan	Janell	A	10-8-15
	Residence Street Address <i>600 Cardinal Way</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
4	<i>Linda Cannizzaro</i>	Cannizzaro	Linda	C	10/8/15
	Residence Street Address <i>231 E 2nd St</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
5	<i>Edward B. Baker</i>	Baker	Edward	B.	10-8-15
	Residence Street Address <i>8984 300 Road</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
6	<i>Shelly R Brinklow</i>	Brinklow	Shelly	R	10-11-15
	Residence Street Address <i>265 Meadow Drive</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
7	<i>Jerry J Brinklow</i>	Brinklow	Jerry	F	10-11-15
	Residence Street Address <i>265 Meadow Dr.</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
8	<i>Julie A. Stark</i>	Stark	Julie	A	10-12-15
	Residence Street Address <i>2 Alpine Court</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	

SECTION 3

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9	Signature <i>Debbie Stanley</i>	Print Last Name Debbie Stanley	Print First Name Debbie	MI S	Signing Date 10-12-15
	Residence Street Address 252 FISHER AVE	City/Town PARACHUTE	County GARFIELD		
10	Signature <i>Connie Stanley</i>	Print Last Name Stanley	Print First Name CONNIE	MI H.	Signing Date 10/12/15
	Residence Street Address 252 FISHER AVE	City/Town PARACHUTE	County GARFIELD		

AFFIDAVIT OF CIRCULATOR

I, Ronald R Jarrett (print name) affirm that I reside at 1845 2nd CT (street name and number of residence), Town of Parachute, County of Garfield, State of Colorado 81635. I further affirm that I have read and understand the laws governing the circulation of this petition; that I was eighteen years of age or older at the time this section of the petition was circulated and signed by the listed electors, and that I personally circulated the attached petition section. I further attest that each signature thereon was affixed in my presence, each signature thereon is the signature of the person whose name it purports to be, I made no misrepresentations of the purpose of this petition to any signer of this petition, and that to the best of my knowledge and belief, each of the persons signing this petition section was, at the time of signing, a registered elector of the Town of Parachute and the State of Colorado. I further affirm that I required every person signing this section of the petition to read it in full prior to signing. Furthermore, I have not paid and will not in the future pay and that I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to this petition section.

Ronald R Jarrett
(Signature of circulator)

10/13/2015
(Date of signing)

STATE OF COLORADO)
)ss.
COUNTY OF GARFIELD)

Subscribed and sworn to or before me this 13th day of October, 2015 by

Ronald R Jarrett

LAUREN ALIX GHERARDINI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134006100
MY COMMISSION EXPIRES FEBRUARY 1, 2017

My commission expires: Feb 1st, 2017

[SEAL]

Lauren Alix Gheradini
Notary Public

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We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of John Loschke from office of Trustee of the Town of Parachute, Colorado for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1	<i>Carrie D. Michel</i>	Michel	Carrie	D	10-06-15
	Residence Street Address <i>162 So 2nd Ct</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
2	<i>John A. Waite</i>	WAITE	JOHN	A	10-6-15
	Residence Street Address <i>127 GARDINER WAY</i>		City/Town <i>PARACHUTE</i>	County <i>GARFIELD</i>	
3	<i>Brenda M. Alary</i>	MCALARY	GUERRETT	E	10-6-15
	Residence Street Address <i>167 So 2nd Ct</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
4	<i>Jewel Papale</i>	Papale	Jewel	M	10-6-15
	Residence Street Address <i>406 Yarrow Circle</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
5	<i>Bryson Minter</i>	Minter	Bryson	W	10-6-15
	Residence Street Address <i>406 Yarrow Circle</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
6	<i>David Perkins</i>	Perkins	David	A	10-6-15
	Residence Street Address <i>445 Wildrose Ln</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
7	<i>Sally A Baker</i>	Baker	Sally	A	10/6/15
	Residence Street Address <i>8984 Co Rd 300</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
	<i>Lorraine E. Sadler</i>	Sadler	Lorraine	E	10-9-15
	Residence Street Address <i>1795 2nd Ct.</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	

*Read
Assess
PAY*

SECTION 2

**WARNING:
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OCT 14 2015 16:09

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Do not sign this petition unless you have read or have had read to you the proposed measure in its entirety and understand its meaning.

**Petition to recall John Loschke from the office of Trustee of the
Town of Parachute, Colorado**

John Loschke is being recalled because he has demonstrated an unwillingness to hear the people, acknowledge what they say, and respond as a responsible representative of the people of Parachute. John Loschke was one of the Trustees who voted for Ordinance 683 which would allow an unrestricted number of marijuana business establishments in the Town of Parachute. In the subsequent three Town Board of Trustees meetings, citizens were very vocal in their request to be allowed to vote on the issue just as citizens in other nearby towns have. Even when a way was offered to repeal Ordinance 683 and let the people vote on it in the near future, John Loschke rejected this effort. We maintain John Loschke should be recalled and replaced with a citizen who desires to listen to and serve the people of the town and make our town government more open and transparent.

We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of John Loschke from office of Trustee of the Town of Parachute, Colorado for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1	<i>Dennis Beck</i>	Beck	DENNIS	C	10/18/15
	Residence Street Address <i>4 ALPINE CT</i>		City/Town <i>PARACHUTE</i>	County <i>GARFIELD</i>	
2	<i>Eileen Beck</i>	Beck	EILEEN	K	10/8/15
	Residence Street Address <i>4 Alpine ct</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
3	<i>Courtney L. Starik</i>	Starik	Courtney	L	10/8/15
	Residence Street Address <i>2 Alpine Ct.</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
4	<i>Darlene Lorraine Markle</i>	Markle	Darlene	L	10-12-15
	Residence Street Address <i>5 Alpine Lane</i>		City/Town <i>Parachute, Co</i>	County <i>Garfield</i>	
5	<i>Michael B. Markle</i>	MARKLE	MICHAEL	P	10-12-15
	Residence Street Address <i>5 alpine lane</i>		City/Town <i>Parachute CO</i>	County <i>Garfield</i>	
6	<i>Joanne S. Fowkes</i>	FOWKES	JOANNE	G	10/12/15
	Residence Street Address <i>105 CARDINAL WAY</i>		City/Town <i>PARACHUTE</i>	County <i>GARFIELD</i>	
7	<i>Pamela A Jarrett</i>	Jarrett	Pamela	A	10/12/15
	Residence Street Address <i>184 S 2nd ct</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
8	<i>Ronald A Jarrett</i>	Jarrett	Ronald	R	10/12/15
	Residence Street Address <i>184 S 2nd ct</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	

Read
Assist

SECTION 2

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9	Signature	Print Last Name	Print First Name	MI	Signing Date
	Residence Street Address		City/Town	County	
10	Signature	Print Last Name	Print First Name	MI	Signing Date
	Residence Street Address		City/Town	County	

AFFIDAVIT OF CIRCULATOR

I, Julie Anna Stark (print name) affirm that I reside at 2 Alpine Ct. Parachute, CO 81635 (street name and number of residence), Town of Parachute, County of Garfield, State of Colorado 81635. I further affirm that I have read and understand the laws governing the circulation of this petition; that I was eighteen years of age or older at the time this section of the petition was circulated and signed by the listed electors; and that I personally circulated the attached petition section. I further attest that each signature thereon was affixed in my presence, each signature thereon is the signature of the person whose name it purports to be, I made no misrepresentations of the purpose of this petition to any signer of this petition, and that to the best of my knowledge and belief, each of the persons signing this petition section was, at the time of signing, a registered elector of the Town of Parachute and the State of Colorado. I further affirm that I required every person signing this section of the petition to read it in full prior to signing. Furthermore, I have not paid and will not in the future pay and that I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to this petition section.

Julie A. Stark
(Signature of circulator)

10-14-15
(Date of signing)

STATE OF COLORADO)
)ss.
COUNTY OF GARFIELD)

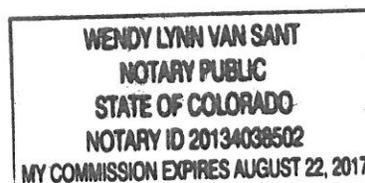
Subscribed and sworn to or before me this 14 day of October, 2015 by

Julie Stark

My commission expires: August 22 2017

Wendy Lynn Van Sant
Notary Public

[SEAL]



SECTION 2

OCT 14 2015 16:09

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**Petition to recall Thomas Rugaard from the office of Trustee of the
Town of Parachute, Colorado**

Thomas Rugaard is being recalled because he has demonstrated an unwillingness to hear the people, acknowledge what they say, and respond as a responsible representative of the people of Parachute. Thomas Rugaard was one of the Trustees who voted for Ordinance 683 which would allow an unrestricted number of marijuana business establishments in the Town of Parachute. In the subsequent three Town Board of Trustees meetings, citizens were very vocal in their request to be allowed to vote on the issue just as citizens in other nearby towns have. Even when a way was offered to repeal Ordinance 683 and let the people vote on it in the near future, Thomas Rugaard rejected this effort. We maintain Thomas Rugaard should be recalled and replaced with a citizen who desires to listen to and serve the people of the town and make our town government more open and transparent.

We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of Thomas Rugaard from the office of Trustee of the Town of Parachute, Colorado for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1	<i>Dennis Beck</i>	BECK	DENNIS	C	10/8/15
	Residence Street Address <i>4 ALPINE CT</i>		City/Town <i>PARACHUTE</i>	County <i>GARFIELD</i>	
2	<i>Eileen Beck</i>	Beck	EILEEN	K	10/8/15
	Residence Street Address <i>4 Alpine Crt</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
3	<i>Courtney S. Stark</i>	Stark	Courtney	L	10/8/15
	Residence Street Address <i>2 Alpine Ct.</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
4	<i>Darlene Louraine Markle</i>	Markle	Darlene	L	10-12-15
	Residence Street Address <i>5 alpine Lane</i>		City/Town <i>Parachute, Co</i>	County <i>Garfield</i>	
5	<i>Michael A. Markle</i>	MARKLE	MICHAEL	P	10-12-15
	Residence Street Address <i>5 alpine Lane</i>		City/Town <i>Parachute Co.</i>	County <i>Garfield</i>	
6	<i>Joanne G. Fookes</i>	FOOKES	JOANNE	G	10/12/15
	Residence Street Address <i>105 CARDINAL WAY</i>		City/Town <i>PARACHUTE</i>	County <i>GARFIELD</i>	
7	<i>Pamela A Jarrett</i>	Jarrett	Pamela	A	10/12/15
	Residence Street Address <i>184 S 2nd Ct</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
8	<i>Ronald R Jarrett</i>	Jarrett	Ronald	R	10/12/15
	Residence Street Address <i>184 S 2nd Ct.</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	

read
assist

SECTION 2

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9	Signature	Print Last Name	Print First Name	MI	Signing Date
	Residence Street Address		City/Town	County	
10	Signature	Print Last Name	Print First Name	MI	Signing Date
	Residence Street Address		City/Town	County	

AFFIDAVIT OF CIRCULATOR

I, Julie Anna Stark (print name) affirm that I reside at 2 Alpine Ct. Parachute, CO 81635 (street name and number of residence), Town of Parachute, County of Garfield, State of Colorado 81635. I further affirm that I have read and understand the laws governing the circulation of this petition; that I was eighteen years of age or older at the time this section of the petition was circulated and signed by the listed electors; and that I personally circulated the attached petition section. I further attest that each signature thereon was affixed in my presence, each signature thereon is the signature of the person whose name it purports to be, I made no misrepresentations of the purpose of this petition to any signer of this petition, and that to the best of my knowledge and belief, each of the persons signing this petition section was, at the time of signing, a registered elector of the Town of Parachute and the State of Colorado. I further affirm that I required every person signing this section of the petition to read it in full prior to signing. Furthermore, I have not paid and will not in the future pay and that I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to this petition section.

Julie A. Stark
(Signature of circulator)

10-14-15
(Date of signing)

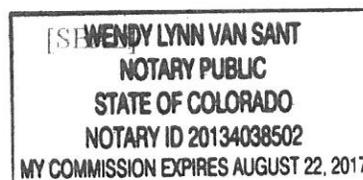
STATE OF COLORADO)
)ss.
COUNTY OF GARFIELD)

Subscribed and sworn to or before me this 14 day of October, 2015 by

Julie Stark

My commission expires: August 22 2017

Wendy Lynn Van Sant
Notary Public



SECTION 1

DCT 14 2015 16:08

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**Petition to recall Thomas Rugaard from the office of Trustee of the
Town of Parachute, Colorado**

Thomas Rugaard is being recalled because he has demonstrated an unwillingness to hear the people, acknowledge what they say, and respond as a responsible representative of the people of Parachute. Thomas Rugaard was one of the Trustees who voted for Ordinance 683 which would allow an unrestricted number of marijuana business establishments in the Town of Parachute. In the subsequent three Town Board of Trustees meetings, citizens were very vocal in their request to be allowed to vote on the issue just as citizens in other nearby towns have. Even when a way was offered to repeal Ordinance 683 and let the people vote on it in the near future, Thomas Rugaard rejected this effort. We maintain Thomas Rugaard should be recalled and replaced with a citizen who desires to listen to and serve the people of the town and make our town government more open and transparent.

We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of Thomas Rugaard from the office of Trustee of the Town of Parachute, Colorado for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1		Hayward	Judith	R	10-6-15
	Residence Street Address	City/Town	County		
	180 S. 2nd Ct	Parachute	Garfield		
2		Michel	CARIE	D	10-6-15
	Residence Street Address	City/Town	County		
	1162 So. 2nd Ct	PARACHUTE	Garfield		
3		WHITE	JOAN	A	10-6-15
	Residence Street Address	City/Town	County		
	127 CARDINAL	PARACHUTE	GARFIELD		
4		ALARY	Everett	E	10-6-15
	Residence Street Address	City/Town	County		
	167 So 2nd Ct	Parachute.	Garfield		
5		Minter	Bryson	W	10-6-15
	Residence Street Address	City/Town	County		
	406 Yarrow Circle	Parachute	Garfield		
6		Perkins	David	A	10-6-15
	Residence Street Address	City/Town	County		
	445 Wildrose Ln	Parachute	Garfield		
7		Baker	Sally	A	10/4/15
	Residence Street Address	City/Town	County		
	898 W Co Rd 300	Parachute	Garfield		
		Sadler	Lorraine	E	10-9-15
	Residence Street Address	City/Town	County		
	179 S. 2nd Ct.	Parachute	Garfield		

Red Assisted PA

SECTION 1

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Read Affidavit 10/18	Signature <i>Elizabeth Austin</i>	Print Last Name <i>Austin</i>	Print First Name <i>Elizabeth</i>	MI <i>A.</i>	Signing Date <i>10-12-15</i>
	Residence Street Address <i>103 Cardinal Way</i>	City/Town <i>Parachute</i>		County <i>Garfield</i>	
10	Signature	Print Last Name	Print First Name	MI	Signing Date
	Residence Street Address	City/Town		County	

AFFIDAVIT OF CIRCULATOR

I, Pamela A Jarrett (print name) affirm that I reside at 184 S 2nd Ct (street name and number of residence), Town of Parachute, County of Garfield, State of Colorado 81635. I further affirm that I have read and understand the laws governing the circulation of this petition; that I was eighteen years of age or older at the time this section of the petition was circulated and signed by the listed electors; and that I personally circulated the attached petition section. I further attest that each signature thereon was affixed in my presence, each signature thereon is the signature of the person whose name it purports to be, I made no misrepresentations of the purpose of this petition to any signer of this petition, and that to the best of my knowledge and belief, each of the persons signing this petition section was, at the time of signing, a registered elector of the Town of Parachute and the State of Colorado. I further affirm that I required every person signing this section of the petition to read it in full prior to signing. Furthermore, I have not paid and will not in the future pay and that I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such singer to affix the signer's signature to this petition section.

Pamela A Jarrett
(Signature of circulator)

10-13-2015
(Date of signing)

STATE OF COLORADO)
)ss.
COUNTY OF GARFIELD)

Subscribed and sworn to or before me this 13th day of October, 2015 by

Pamela A. Jarrett

My commission expires: Feb. 1st, 2017

LAUREN ALIX GHERARDINI
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134006100
MY COMMISSION EXPIRES FEBRUARY 1, 2017

[SEAL]

Lauren Alix Gherardini
Notary Public

SECTION 3

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OCT 14 2015 16:10

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**Petition to recall Thomas Rugaard from the office of Trustee of the
Town of Parachute, Colorado**

Thomas Rugaard is being recalled because he has demonstrated an unwillingness to hear the people, acknowledge what they say, and respond as a responsible representative of the people of Parachute. Thomas Rugaard was one of the Trustees who voted for Ordinance 683 which would allow an unrestricted number of marijuana business establishments in the Town of Parachute. In the subsequent three Town Board of Trustees meetings, citizens were very vocal in their request to be allowed to vote on the issue just as citizens in other nearby towns have. Even when a way was offered to repeal Ordinance 683 and let the people vote on it in the near future, Thomas Rugaard rejected this effort. We maintain Thomas Rugaard should be recalled and replaced with a citizen who desires to listen to and serve the people of the town and make our town government more open and transparent.

We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of Thomas Rugaard from the office of Trustee of the Town of Parachute, Colorado for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1	<i>Robert J. Ackerman</i>	ACKERMAN	Robert	J	10-7-15
	Residence Street Address <i>310 W. 1st st.</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
2	<i>Shirley J. Ackerman</i>	ACKERMAN	Shirley	J	10-7-15
	Residence Street Address <i>310 West 1st Street</i>		City/Town <i>PARACHUTE</i>	County <i>GARFIELD</i>	
3	<i>Janell A. Carnahan</i>	Carnahan	Janell	A	10-8-15
	Residence Street Address <i>600 Cardinal Way</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
4	<i>Linda Cannizzaro</i>	Cannizzaro	Linda	C	10/8/15
	Residence Street Address <i>231 E 2nd St</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
5	<i>Edward B. Baker</i>	Baker	Edward	B	10-8-15
	Residence Street Address <i>8984 300 Road</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
6	<i>Jerry B. Brinklow Jr.</i>	Brinklow	Jerry	F	10-11-15
	Residence Street Address <i>265 Meadow Dr.</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
7	<i>Shelly R. Brinklow</i>	Brinklow	Shelly	R	10-11-15
	Residence Street Address <i>265 Meadow Drive</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
8	<i>Julie A. Stark</i>	Stark	Julie	A	10-13-15
	Residence Street Address <i>2 Alpine Court</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	

OCT 14 2015 16:09

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Petition to recall Timothy Olk from the office of Trustee of the
Town of Parachute, Colorado

Timothy Olk is being recalled because he has demonstrated an unwillingness to hear the people, acknowledge what they say, and respond as a responsible representative of the people of Parachute. Timothy Olk was one of the Trustees who voted for Ordinance 683 which would allow an unrestricted number of marijuana business establishments in the Town of Parachute. In the subsequent three Town Board of Trustees meetings, citizens were very vocal in their request to be allowed to vote on the issue just as citizens in other nearby towns have. Even when a way was offered to repeal Ordinance 683 and let the people vote on it in the near future, Timothy Olk rejected this effort. We maintain Timothy Olk should be recalled and replaced with a citizen who desires to listen to and serve the people of the town and make our town government more open and transparent.

We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of Timothy Olk from the office of Trustee of the Town of Parachute, Colorado for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1	<i>Dennis Beck</i>	Beck	DENNIS	C	10/8/15
	Residence Street Address <i>4 ALPINE CT</i>		City/Town <i>PARACHUTE</i>	County <i>GARFIELD</i>	
2	<i>Eileen Beck</i>	Beck	Eileen	K	10/8/15
	Residence Street Address <i>4 Alpine Ct E.B</i>		City/Town <i>Parachute E.B</i>	County <i>Garfield</i>	
3	<i>Courtney L. Stark</i>	Stark	Courtney	L	10/8/15
	Residence Street Address <i>2 Alpine Ct.</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
4	<i>Darlene Lorraine Markle</i>	Markle	Darlene	L	10-12-15
	Residence Street Address <i>5 Alpine Lane</i>		City/Town <i>Parachute, Co</i>	County <i>Garfield</i>	
5	<i>Michael B. Markle</i>	MARKLE	MICHAEL	P	10-12-15
	Residence Street Address <i>5 Alpine Lane</i>		City/Town <i>Parachute Co.</i>	County <i>Garfield</i>	
6	<i>Jeanne S. Fowkes</i>	FOWKES	JOANNE	G	10/12/15
	Residence Street Address <i>105 CARDINAL WAY</i>		City/Town <i>PARACHUTE</i>	County <i>GARFIELD</i>	
7	<i>Pamela A Jarrett</i>	Jarrett	Pamela	A	10/12/15
	Residence Street Address <i>184 S 2nd Ct</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
8	<i>Ronald A Jarrett</i>	Jarrett	Ronald	R	10/12/15
	Residence Street Address <i>184 S 2nd Ct</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	

Read
Assist

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	Residence Street Address		City/Town	County	
10	Signature	Print Last Name	Print First Name	MI	Signing Date
	Residence Street Address		City/Town	County	

AFFIDAVIT OF CIRCULATOR

I, Julie Anna Stark (print name) affirm that I reside at 2 Alpine Ct. Parachute, CO 81635 (street name and number of residence), Town of Parachute, County of Garfield, State of Colorado 81635. I further affirm that I have read and understand the laws governing the circulation of this petition; that I was eighteen years of age or older at the time this section of the petition was circulated and signed by the listed electors; and that I personally circulated the attached petition section. I further attest that each signature thereon was affixed in my presence, each signature thereon is the signature of the person whose name it purports to be, I made no misrepresentations of the purpose of this petition to any signer of this petition, and that to the best of my knowledge and belief, each of the persons signing this petition section was, at the time of signing, a registered elector of the Town of Parachute and the State of Colorado. I further affirm that I required every person signing this section of the petition to read it in full prior to signing. Furthermore, I have not paid and will not in the future pay and that I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such singer to affix the signer's signature to this petition section.

Julie A. Stark
(Signature of circulator)

10-14-15
(Date of signing)

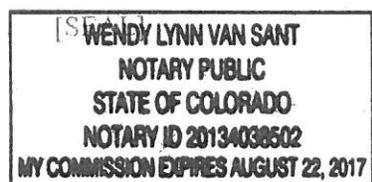
STATE OF COLORADO)
)ss.
COUNTY OF GARFIELD)

Subscribed and sworn to or before me this 14 day of October, 2015 by

Julie Stark

My commission expires: August 22 2017

Wendy Lynn Van Sant
Notary Public



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**Petition to recall Timothy Olk from the office of Trustee of the
Town of Parachute, Colorado**

Timothy Olk is being recalled because he has demonstrated an unwillingness to hear the people, acknowledge what they say, and respond as a responsible representative of the people of Parachute. Timothy Olk was one of the Trustees who voted for Ordinance 683 which would allow an unrestricted number of marijuana business establishments in the Town of Parachute. In the subsequent three Town Board of Trustees meetings, citizens were very vocal in their request to be allowed to vote on the issue just as citizens in other nearby towns have. Even when a way was offered to repeal Ordinance 683 and let the people vote on it in the near future, Timothy Olk rejected this effort. We maintain Timothy Olk should be recalled and replaced with a citizen who desires to listen to and serve the people of the town and make our town government more open and transparent.

We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of Timothy Olk from the office of Trustee of the Town of Parachute, Colorado for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1		Hayward	Judith	R	10-6-15
	Residence Street Address	City/Town	County		
	180 S. 2nd Ct	Parachute	Garfield		
2		MICHEL	CARIE	D	10-6-15
	Residence Street Address	City/Town	County		
	167 So 2nd Ct	PARACHUTE	Garfield		
3		WAITE	JOHN	A.	10-6-15
	Residence Street Address	City/Town	County		
	127 CARDINAL WAY	PARACHUTE	GARFIELD		
4		McALARY	Robert	E	10-6-15
	Residence Street Address	City/Town	County		
	167 So 2nd Ct	Parachute	GARFIELD		
5		Papale	Jewel	M	10-6-15
	Residence Street Address	City/Town	County		
	406 Yarrow Circle	Parachute	Garfield		
6		Minter	Bryson	W	10-6-15
	Residence Street Address	City/Town	County		
	406 Yarrow Circle	Parachute	Garfield		
7		Perkins	David	A	10-6-15
	Residence Street Address	City/Town	County		
	445 Wildrose Ln	Parachute	Garfield		
8		Baker	Sally	A	10/6/15
	Residence Street Address	City/Town	County		
	8984 Co Rd 300	Parachute	Garfield		

SECTION 1

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Read Assent PHJ	Signature <i>Lorraine E. Sadler</i>	Print Last Name <i>Sadler</i>	Print First Name <i>Lorraine</i>	MI <i>E.</i>	Signing Date <i>10-9-15</i>
	Residence Street Address <i>179 S. 2nd Ct</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	
Read Assent PHJ	Signature <i>Elizabeth Austin</i>	Print Last Name <i>AUSTIN</i>	Print First Name <i>Elizabeth</i>	MI <i>A.</i>	Signing Date <i>10-12-15</i>
	Residence Street Address <i>103 Cardinal Way</i>		City/Town <i>Parachute</i>	County <i>Garfield</i>	

AFFIDAVIT OF CIRCULATOR

I, Pamela A Jarrett (print name) affirm that I reside at 184 S Second Ct (street name and number of residence), Town of Parachute, County of Garfield, State of Colorado 81635. I further affirm that I have read and understand the laws governing the circulation of this petition; that I was eighteen years of age or older at the time this section of the petition was circulated and signed by the listed electors; and that I personally circulated the attached petition section. I further attest that each signature thereon was affixed in my presence, each signature thereon is the signature of the person whose name it purports to be, I made no misrepresentations of the purpose of this petition to any signer of this petition, and that to the best of my knowledge and belief, each of the persons signing this petition section was, at the time of signing, a registered elector of the Town of Parachute and the State of Colorado. I further affirm that I required every person signing this section of the petition to read it in full prior to signing. Furthermore, I have not paid and will not in the future pay and that I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such singer to affix the signer's signature to this petition section.

Pamela A Jarrett
(Signature of circulator)

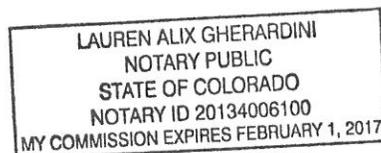
10-13-2015
(Date of signing)

STATE OF COLORADO)
)ss.
COUNTY OF GARFIELD)

Subscribed and sworn to or before me this *13th* day of *October*, 2015 by

Pamela A. Jarrett

My commission expires: *Feb. 1st, 2017*



[SEAL]

Lauren Alix Gherardini
Notary Public

SECTION 3

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We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of Timothy Olk from the office of Trustee of the Town of Parachute, Colorado for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1	<i>Robert J. Ackerman</i>	Ackerman	Robert	J	10-7-15
	Residence Street Address	City/Town	County		
	310 W 1st St.	Parachute	Garfield		
2	<i>Shirley J. Ackerman</i>	Ackerman	Shirley	J	10-7-15
	Residence Street Address	City/Town	County		
	310 W. 1st Street	PARACHUTE	GARFIELD		
3	<i>Janell A. Carnahan</i>	Carnahan	Janell	A	10-8-15
	Residence Street Address	City/Town	County		
	600 Cardinal Way	Parachute	Garfield		
4	<i>Linda Cannizzaro</i>	Cannizzaro	Linda	C	10/8/15
	Residence Street Address	City/Town	County		
	231 E 2nd St	Parachute	garfield		
5	<i>Edward B. Baker</i>	Baker	Edward	B.	10-8-15
	Residence Street Address	City/Town	County		
	8984 300 Road	Parachute	Garfield		
6	<i>Jerry Brinklow</i>	Brinklow	Jerry	J	10-11-15
	Residence Street Address	City/Town	County		
	265 Meadow Dr.	Parachute	Garfield		
7	<i>Shelly R Brinklow</i>	Brinklow	Shelly	R	10-11-15
	Residence Street Address	City/Town	County		
	265 Meadow Drive	Parachute	Garfield		
8	<i>Julie A. Stark</i>	Stark	Julie	A	10-12-15
	Residence Street Address	City/Town	County		
	2 Alpine Court	Parachute	Garfield		

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**Petition to recall Roy McClung from the office of Mayor of the
Town of Parachute, Colorado**

Mayor Roy McClung is being recalled because he has demonstrated an unwillingness to hear the people, and respond as a responsible representative of the people of Parachute. Mayor McClung has repeatedly failed to comply with the Colorado Open Meetings Law, which requires open public meetings and public notice of such meetings. Mayor McClung has stated repeatedly his support for Ordinance 683 which would allow an unlimited number of marijuana businesses. In the three Town Board meetings following the adoption of Ordinance 683, citizens were very vocal in their request to be allowed to vote on the issue. A legal method for allowing a vote by citizens in the near future was suggested, but Mayor McClung refused to bring it up for discussion. On several occasions, Mayor McClung has closed down comments from citizens, and failed to provide a way for citizens to speak if they needed more than three minutes to state their views. Mayor McClung should be replaced with a citizen who desires to listen to and serve the people of the Town in this position and make the actions of our Town government more open and transparent.

We the undersigned registered electors of the Town of Parachute, Colorado hereby support the recall of Parachute Mayor Roy McClung for the above stated reasons:

	Signature	Print Last Name	Print First Name	MI	Signing Date
1	<i>Dennis Beck</i>	Beck	DENNIS	C	10/18/15
	Residence Street Address	City/Town	County		
	4 ALPINE CT	PARACHUTE	GARFIELD		
2	<i>Eileen Beck</i>	Beck	Eileen	K	10/8/15
	Residence Street Address	City/Town	County		
	4 Culpine Crt	Parachute	Douglas		
3	<i>Courtney L. Stark</i>	Stark	Courtney	L	10/8/15
	Residence Street Address	City/Town	County		
	2 Alpine Ct.	Parachute	Garfield		
4	<i>Darlene Louaine Markle</i>	Markle	Darlene	L	10-12-15
	Residence Street Address	City/Town	County		
	5 alpine Lane	Parachute, Co	Garfield		
5	<i>Michael P Markle</i>	MARKLE	MICHAEL	P	10-12-15
	Residence Street Address	City/Town	County		
	5 alpine lane	Parachute CO	Garfield		
6	<i>Joanne G. Fowler</i>	FOWLES	JOANNE	G	10/9/15
	Residence Street Address	City/Town	County		
	105 CARDINAL WAY	PARACHUTE	GARFIELD		
7	<i>Pamela A Jarrett</i>	Jarrett	Pamela	A	10/12/15
	Residence Street Address	City/Town	County		
	184 S 2nd Ct	Parachute	Garfield		
8	<i>Ronald R Jarrett</i>	Jarrett	Ronald	R	10/12/15
	Residence Street Address	City/Town	County		
	184 S 2nd Ct	Parachute	Garfield		

read
assist

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9	Signature	Print Last Name	Print First Name	MI	Signing Date
	Residence Street Address		City/Town	County	
10	Signature	Print Last Name	Print First Name	MI	Signing Date
	Residence Street Address		City/Town	County	

AFFIDAVIT OF CIRCULATOR

I, Julie Anna Stark (print name) affirm that I reside at 2 Alpine Ct. Parachute, CO 81635 (street name and number of residence), Town of Parachute, County of Garfield, State of Colorado 81635. I further affirm that I have read and understand the laws governing the circulation of this petition; that I was eighteen years of age or older at the time this section of the petition was circulated and signed by the listed electors; and that I personally circulated the attached petition section. I further attest that each signature thereon was affixed in my presence, each signature thereon is the signature of the person whose name it purports to be, I made no misrepresentations of the purpose of this petition to any signer of this petition, and that to the best of my knowledge and belief, each of the persons signing this petition section was, at the time of signing, a registered elector of the Town of Parachute and the State of Colorado. I further affirm that I required every person signing this section of the petition to read it in full prior to signing. Furthermore, I have not paid and will not in the future pay and that I believe that no other person has paid or will pay, directly or indirectly, any money or other thing of value to any signer for the purpose of inducing or causing such signer to affix the signer's signature to this petition section.

Julie A. Stark
(Signature of circulator)

10-14-15
(Date of signing)

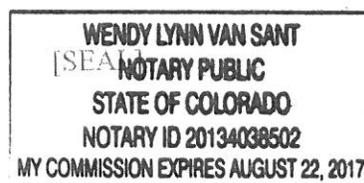
STATE OF COLORADO)
)ss.
COUNTY OF GARFIELD)

Subscribed and sworn to or before me this 14 day of October, 2015, by

Julie Stark

My commission expires: August 22 2017

Wendy Lynn Van Sant
Notary Public



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	Residence Street Address 180 S. 2nd Ct		City/Town Parachute	County Garfield	
2		Michel	Carnie	D	10-06-15
	Residence Street Address 167 So 2nd Ct		City/Town Parachute	County Garfield	
3		WAITE	JOHN	A.	10-6-15
	Residence Street Address 127 CARDINAL WAY		City/Town PARACHUTE	County GARFIELD	
4		Alary ALARY	Guerritt	E	10-6-15
	Residence Street Address 167 So 2nd Ct		City/Town Parachute	County Garfield	
5		Minter	Bryson	W	10-6-15
	Residence Street Address 406 Yarrow Circle		City/Town Parachute	County Garfield	
6		Papale	Jewel	M	10-6-15
	Residence Street Address 406 Yarrow Circle		City/Town Parachute	County Garfield	
7		Perkins	David	A	10-6-15
	Residence Street Address 445 Wildrose Ln		City/Town Parachute	County Garfield	
8		Baker	Sally	A	10/6/15
	Residence Street Address 8984 Co Rd 300		City/Town Parachute	County Garfield	

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	Signature	Print Last Name	Print First Name	MI	Signing Date
1	<i>Shirley J. Ackerman</i>	Ackerman	Shirley	J	10-7-15 <i>SJA</i>
	Residence Street Address	City/Town	County		
	310 West 1st Street	PARACHUTE CO.	GARFIELD		
2	<i>Robert J. Ackerman</i>	ACKERMAN	Robert	J	10-7-15
	Residence Street Address	City/Town	County		
	310 W. 1st St.	PARACHUTE	GARFIELD		
3	<i>Janell A. Carnahan</i>	Carnahan	Janell	A	10-8-15
	Residence Street Address	City/Town	County		
	600 Cardinal Way	Parachute	Garfield		
4	<i>Linda Cannizzaro</i>	Cannizzaro	Linda	C	10/8/15
	Residence Street Address	City/Town	County		
	315 E 2nd St	Parachute	garfield		
5	<i>Edward B. Baker</i>	Baker	Edward	B	10-8-15
	Residence Street Address	City/Town	County		
	8984 300 Road	Parachute	Garfield		
6	<i>Shelly R Brinklow</i>	Brinklow	Shelly	R	10-11-15
	Residence Street Address	City/Town	County		
	265 Meadow Drive	Parachute	Garfield		
7	<i>Jerry Brinklow Jr.</i>	Brinklow	Jerry	F	10-11-15
	Residence Street Address	City/Town	County		
	265 meadow Dr	Parachute	Garfield		
8	<i>Julie A. Stark</i>	Stark	Julie	A	10-12-15
	Residence Street Address	City/Town	County		
	2 Alpine Court	Parachute	Garfield		



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 19, 2015

TO: Town of Parachute Board of Trustees

FROM: Stuart S. McArthur, Town Manager

SUBJECT: APPLICATION FOR RETAIL MARIJUANA LICENCE FROM HEAVENLY HEALING

Background

An application was received by the Town of Parachute from Heavenly Healing LLC for a retail marijuana store license. The proposed location of the store will be at 254 Railroad Avenue in Parachute.

Staff Analysis

Per section 6.11.090 of the code establish by Ordinance 683, the requirements of the applicant are:

6.11.090 Application Requirements. The Application for a new Retail Marijuana Establishment License, change of locations, and premises modifications shall include the following:

- A. A current application form provided by the Town.
- B. A copy of the conditional State License or proof of application for a State License.
- C. Proof of ownership, lease, rental agreement, or other arrangement for legal possession of the proposed Licensed Premises.
- D. An operating plan for the proposed Licensed Premises which includes a description of the products and services to be provided by the proposed Licensed Premises, including whether the establishment proposes to engage in the production of retail sale of food or other products containing retail marijuana, and whether any retail marijuana products or services will

be provided at a location different than the premises on the license application.

- E. A floor plan showing the configuration of the proposed Licensed Premises, including a statement of total floor space occupied by the business, which designates the use of each room or other area of the proposed Licensed Premises and where patrons are not permitted.
 - 1. The floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the proposed Licensed Premises to an accuracy of plus-or-minus six inches.
 - 2. The floor plan shall designate the place at which the License will be conspicuously posted as required by this Chapter.
- F. Sign, security and lighting plans indicating how the Applicant will comply with the requirements of the Colorado Retail Marijuana Code and this Chapter.
- G. An area map, drawn to scale, indicating the boundaries of the property upon which the proposed Licensed Premises is or will be located, the proximity, measured per the standards set forth below, of the proposed Licensed Premises to any public or private school located 500 feet or less from the proposed Licensed Premises, and the proximity to any other Licensed Premises located 150 feet or less from the proposed Licensed Premises.
- H. Proof that the proposed Retail Marijuana Establishment will be located in a location that is compliant with the zoning and land use laws, or that the necessary land use application(s) has been made.
- I. Payment of all required fees as set forth on the Fee Schedule in this Section, together with an agreement to reimburse consultant fees on a form provided by the Town, which are nonrefundable.
- J. A statement of whether or not any person holding any ownership interest in the proposed Retail Marijuana Establishment has:
 - 1. Ever been denied an application for a Retail Marijuana Establishment license by the State or any other local jurisdiction in the State, or has ever had such a license suspended or revoked; and
 - 2. Ever been convicted of a felony or has ever completed any portion of a sentence due to a felony charge.
- K. The contents of the Application shall be verified, under oath, by each person or entity holding an ownership interest in the proposed Retail Marijuana Establishment.

The applicant has met these requirements.

In addition, per section 6.11.100 the applicant must

- B. The Applicant shall be required to provide notice of the public hearing at

its sole cost and expense. Such notice shall be made by publishing a legal notice in a newspaper of general circulation within the Town, by posting a notice of public hearing in a conspicuous place on the proposed Licensed Premises viewable from a public right-of-way, and by mailing notice via certified mail, return receipt requested, to the owners of all properties within two hundred feet of the property line of the proposed premises. Notice given by posting shall include a sign of suitable material, not less than twenty-two inches wide and twenty-six inches high, composed of letters not less than one inch in height. All notice must be provided, and all signs posted, not less than fifteen (15) days prior to the scheduled public hearing. The notice shall state the type of License applied for, the address of the proposed Licensed Premises, the date of the application, the date of the hearing, the name and address of the Applicant, and such other information as may be required to fully apprise the public of the nature of the Application.

Not all of these requirement have been met.

Attorney Review

Attorney has reviewed the application and has deemed it complete.

Recommendations

Staff recommends continuing the public hearing to a date-certain of December 17, 2017.

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

Marijuana Retail Application Submittal Checklist

Applicant Name:	Heavenly Healing LLC
DBA:	Heavenly Healing
Project Name:	Marijuana Retail Store
Project Address:	254 S Railroad Avenue
Reviewer:	Stuart S. McArthur

6.11.090 Application Requirements. The Application for a new Retail Marijuana Establishment License, change of locations, and premises modifications shall include the following:

		Complete	Date	Comments
A.	A current application form provided by the Town.	Y	10/22/2015	
B.	A copy of the conditional State License or proof of application for a State License.	Y	10/22/2015	
C.	Proof of ownership, lease, rental agreement, or other arrangement for legal possession of the proposed Licensed Premises.	Y	10/22/2015	
D.	An operating plan for the proposed Licensed Premises which includes a description of the products and services to be provided by the proposed Licensed Premises, including whether the establishment proposes to engage in the production of retail sale of food or other products containing retail marijuana, and whether any retail marijuana products or services will be provided at a location different than the premises on the license application.	Y	10/22/2015	Manufacturing facility to follow later.
E.	A floor plan showing the configuration of the proposed Licensed Premises, including a statement of total floor space occupied by the business, which designates the use of each room or other area of the proposed Licensed Premises and where patrons are not permitted.	Y	10/22/2015	

1	The floor plan need not be professionally prepared, but must be drawn to a designated scale or drawn with marked dimensions of the interior of the proposed Licensed Premises to an accuracy of plus-or-minus six inches.	Y	10/22/2015	
2	The floor plan shall designate the place at which the License will be conspicuously posted as required by this Chapter.	Y	10/22/2015	
F.	Sign, security and lighting plans indicating how the Applicant will comply with the requirements of the Colorado Retail Marijuana Code and this Chapter.	Y	10/22/2015	
G.	An area map, drawn to scale, indicating the boundaries of the property upon which the proposed Licensed Premises is or will be located, the proximity, measured per the standards set forth below, of the proposed Licensed Premises to any public or private school located 500 feet or less from the proposed Licensed Premises, and the proximity to any other Licensed Premises located 150 feet or less from the proposed Licensed Premises.	Y	10/22/2015	
H.	Proof that the proposed Retail Marijuana Establishment will be located in a location that is compliant with the zoning and land use laws, or that the necessary land use application(s) has been made.	Y	10/22/2015	
I.	Payment of all required fees as set forth on the Fee Schedule in this Section, together with an agreement to reimburse consultant fees on a form provided by the Town, which are nonrefundable.	Y	10/22/2015	
J.	A statement of whether or not any person holding any ownership interest in the proposed Retail Marijuana Establishment has:	Y	10/22/2015	

1	Ever been denied an application for a Retail Marijuana Establishment license by the State or any other local jurisdiction in the State, or has ever had such a license suspended or revoked; and	Y	10/22/2015	Not denied
2	Ever been convicted of a felony or has ever completed any portion of a sentence due to a felony charge.	Y	10/22/2015	No felony
K.	The contents of the Application shall be verified, under oath, by each person or entity holding an ownership interest in the proposed Retail Marijuana Establishment.	Y	10/22/2015	
L.	Applications for renewal of a License, transfers of ownership, changes in trade name, and other application types set forth in the Fee Schedule where no material change in the characteristics of the Licensed Premises has occurred shall not require the items enumerated in Subsections D through H..	N/A		



Town of Parachute, CO
222 Grand Valley Way
P.O. Box 100
Parachute, CO 81635

Retail Marijuana Establishment Business License Application and Checklist

Application Checklist

<input checked="" type="checkbox"/> Application Form Fully Completed Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If the available space is insufficient, continue on a separate sheet and precede each answer by stating the question. A separate application is required for EACH license type.
<input checked="" type="checkbox"/> All Forms Signed & Attached The following accompanying forms must be signed by each owner of the Applicant as required by the Town's Retail Marijuana Establishments ordinance and be provided with the Application as a condition of acceptance: <input checked="" type="checkbox"/> Affirmation & Consent <input type="checkbox"/> Investigation Authorization/Authorization to Release
<input checked="" type="checkbox"/> Copy of Conditional State License or Proof of State License Application Attached Proof of state license application shall be submitted when a conditional state license has not been issued. Proof of a state license consists of a copy of the complete State Retail Marijuana License Application and supporting documents, and all Associated Key Marijuana License Applications and supporting documents submitted in connection with the Retail Marijuana License Application. These items may be submitted as a supplement to the other application materials.
<input checked="" type="checkbox"/> All Requested Information Attached (Other forms may be made available and may be required at time of application) The following supporting information requested in the Town of Parachute's Retail Marijuana Establishments ordinance and in this application (as applicable) must be attached: <input checked="" type="checkbox"/> Proof of ownership, <u>lease</u> , rental agreement, or other arrangement for legal possession of the proposed licensed premises described in this application form. Attachment "A" <input checked="" type="checkbox"/> Operating plan described in the Town's Retail Marijuana Establishments ordinance of the proposed licensed premises. Attachment "C" <input checked="" type="checkbox"/> Floor plan described in the Town's Retail Marijuana Establishments ordinance of the proposed licensed premises. Attachment "D" <input checked="" type="checkbox"/> Sign, security and lighting plans indicating how the proposed licensed premises will comply with the requirements of the Colorado Retail Marijuana Code and the Town's Retail Marijuana Establishments ordinance. Attachment "E & F" <input checked="" type="checkbox"/> An area map of the proposed licensed premises as described in the Town's Retail Marijuana Establishments ordinance. The area map must clearly show the proximity of the proposed licensed premises to any public or private school located 500 feet or less from the proposed licensed premises, and to any other licensed premises located 150 feet or less from the proposed licensed premises as measured pursuant to the Town's Retail Marijuana Establishments ordinance. Attach "G" <input checked="" type="checkbox"/> Proof that the proposed licenses premises will be located in a location that is compliant with the Town's zoning and land use laws, or that the necessary land use application(s) has been made. Attachment "G" Note: The Town of Parachute reserves the right to request additional information and documentation throughout the course of the background investigation.
<input checked="" type="checkbox"/> Application Fees Application fees as required by the Town's Retail Marijuana Establishments ordinance. Application fees are non-refundable and must be paid via a certified check or money order.

Retail Marijuana Establishment Business License Application

New License Application Annual License Renewal

License Sought - Attach a copy of the conditional State License or proof of application for a State License.			
A separate license application must be filed for each type of desired license or proposed licensed premises.			
Retail Marijuana Store <input checked="" type="checkbox"/>		Retail Marijuana Testing Facility <input type="checkbox"/>	
Retail Marijuana Cultivation Facility <input type="checkbox"/>		Retail Marijuana Products Manufacturing Facility <input type="checkbox"/>	
*A Cultivation Facility license requires a public hearing before the Planning and Zoning Commission for Special Review Use approval.			
Applicant's Legal Business Name (Please Print) Heavenly Healing LLC			
Trade Name (DBA) (Provide Trade Name Registration) Heavenly Healing LLC		Website Address N/A	
Location and Contact Information – Proposed Licensed Premises			
Street Address and Assessor Parcel No. of Proposed Premises 254 S. Railroad Avenue		City Parachute	State ZIP CO 81635
Business Phone Number N/A	Business Fax Number N/A	Email Address N/A	
Does the applicant have legal possession of the proposed licensed premises by virtue of ownership, lease or other arrangement? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Legal Basis for possession: Ownership <input type="checkbox"/> Lease <input checked="" type="checkbox"/> Other <input type="checkbox"/> Explanation: <u>Property is under contract to purchase. Closing date 12/14/15.</u> See Attachment "A"			
Submit all documentation (e.g. deed, title commitment/report, title, sale or lease agreements etc.) showing legal right to possession. If premises are leased, attach written consent by the property owner to licensing of the premises for a retail marijuana establishment.			
Is the proposed licensed premises in compliance with applicable zoning and land use laws? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If not, has the applicant submitted the necessary land use application? Yes <input type="checkbox"/> No <input type="checkbox"/> Attach any submitted application.			
Applicants' Contact and Related Information			
Address 2939 Sunset Drive		City Grand Junction	State Zip CO 81504
Primary Contact Person for Business Steven A. Dillenbeck		Title Owner/Manager	Primary Contact Phone Number (970) 216-2487
Primary Contact Address (city, state, Zip) 2939 Sunset Drive, Grand Junction, CO 81504		Primary Contact Fax Number N/A	
Federal Taxpayer ID 20091522034	Colorado Sales Tax License #	Email Address ginstevedill@hotmail.com	
Business Entity Details			
Sole Proprietorship <input type="checkbox"/>	Partnership <input type="checkbox"/>	Limited Liability Company <input checked="" type="checkbox"/>	C Corporation (Closely Held) <input type="checkbox"/>
Trust <input type="checkbox"/>	Limited Partnership <input type="checkbox"/>	S Corporation <input checked="" type="checkbox"/>	C Corporation (Publicly Traded) <input type="checkbox"/>
Other <input type="checkbox"/> Explanation: _____			
State of Incorporation or Creation of Business Entity Colorado		Attachment "A-1"	Date of Incorp./Creation 10/02/09
Date Qualified to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 10/02/09			
If a Corporation, Limited Liability Company, or Limited Partnership, List all States Where the Corporation is Authorized to Conduct Business Colorado			
List all Trade Names used by the Business Entity In Addition to Formal Name Heavenly Healing			

Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);

- Been denied a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana)? Yes No
- Had a privileged license (i.e. - Liquor, Gaming, Racing and Marijuana) suspended or revoked? Yes No
- Had interest in another entity that had a privileged (i.e. - Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked? Yes No

If you answered yes to any of the above questions, explain the denial, suspension, or revocation in detail on a separate sheet.

Ownership Structure

List all persons and/or entities with any ownership interest in the applicant/proposed licensee, and all officers and directors, regardless of whether they have an ownership interest in the applicant/proposed licensee. If an entity (corporation, partnership, LLC, etc.) has an ownership interest in the applicant/proposed licensee, list all persons having an ownership interest in such entity, their percentage of ownership of the entity, and their effective ownership of applicant/proposed licensee if ownership in applicant is through ownership of a parent or holding entity (an Ownership Entity). Submit additional sheets if necessary.

Name Steven A. Dillenbeck	Title Owner/Manager	SSN/FEIN 263-93-4637	Date of Birth 01/14/1965
Address 2939 Sunset Drive	City Grand Junction	State CO	ZIP 81504
Ownership Entity (if applicable) Heavenly Healing LLC	% Ownership of Ownership Entity 100%		Effective Own. % in Applicant 50%
Name Virginia M. Dillenbeck	Title Owner	SSN/FEIN 139-64-9222	Date of Birth 11/27/1965
Address 2939 Sunset Drive	City Grand Junction	State CO	ZIP 81504
Ownership Entity (if applicable) Heavenly Healing LLC	% Ownership of Ownership Entity 0%		Effective Own. % in Applicant 50%
Name	Title	SSN/FEIN	Date of Birth
Address	City	State	ZIP
Ownership Entity (if applicable)	% Ownership of Ownership Entity		Effective Own. % in Applicant
Name	Title	SSN/FEIN	Date of Birth
Address	City	State	ZIP
Ownership Entity (if applicable)	% Ownership of Ownership Entity		Effective Own. % in Applicant
Name	Title	SSN/FEIN	Date of Birth
Address	City	State	ZIP
Ownership Entity (if applicable)	% Ownership of Ownership Entity		Effective Own. % in Applicant
Name	Title	SSN/FEIN	Date of Birth
Address	City	State	ZIP
Ownership Entity (if applicable)	% Ownership of Ownership Entity		Effective Own. % in Applicant

Who, besides the owners of the applicant/proposed licensee listed above (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Submit a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest
Kenneth Shane Trent	10/9/1968	214-84-2928	Investor only

Has the applicant or an ownership entity listed above (if applicable) ever applied for a marijuana license (retail or medical) in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for. See Attachment "B" Yes No

Has the applicant or an ownership entity listed above ever been denied a marijuana license (retail or medical), withdrawn a marijuana license or had any disciplinary action taken against any marijuana license that they have held in this or any other jurisdiction, Colorado or otherwise? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action. Yes No

In the last ten years, has the applicant or any partner, member, officer, director, or stockholder of the applicant ever been arrested, charged, or convicted of a crime or offense in a federal, state or other court? If YES, please provide details on a separate sheet, including jurisdiction, the crime or offense arrested for and whether charged with or convicted, and date of action. Yes No

Maintenance of Books and Records

Name of Person who maintains Applicant's business records Virginia M. Dillenbeck	Title Owner
Address 2939 Sunset Drive, Grand Junction, CO 81504	Phone Number (970) 216-3151
Person who prepares Applicant's tax returns, government forms & reports Roberta "Jenny" Thraikill	Title Accountant
Address 627 24 1/2 Rd., Grand Junction, CO 81505	Phone Number (970) 257-7114
Location of financial books and records for Applicant's business 252 S Railroad Avenue, Parachute, CO 81635	

Managers

Name of Manager of proposed licensed premises. Submit a separate sheet if necessary.	Date of Birth	SSN
Steven A. Dillenbeck	01/14/1965	263-93-4637

Owner's Affirmation & Consent

I, Steven A. Dillenbeck, as an owner of and authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire foregoing Retail Marijuana Establishment Business License Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for Local Licensing Authority to refuse to issuance of a the desired retail marijuana establishment license. I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Local Licensing Authority of the Town of Parachute, Colorado under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as applicant holds a retail marijuana establishment license, and for 90 days following the expiration or surrender of such marijuana license.

Print Full Owner/Legal Agent Name:			
Applicant's Name Steven A. Dillenbeck		Trade Name (DBA) Heavenly Healing, LLC	
Owner/Legal Agent Last Name (Please Print) Dillenbeck	Owner/Legal Agent First Name Steven	Owner/Legal Agent Middle Name Alan	Agent
Legal Agent Title Owner/ Manager	Signature (Must be signed in front of one witness) <i>Steven A. Dillenbeck</i>		
Date (MM/DD/YY) 10-22-15	City Grand Junction	State CO	
Witness 1 Signature <i>Kathryn Wise</i>			

Owner's Authorization to Investigate and Release Information

I, Steven A. Dillenbeck, as an owner of and authorized agent for the applicant, hereby authorize the Town of Parachute, Colorado and any Application review authorities selected by it (hereafter, the Investigatory Agencies) to conduct a complete investigation into this Application, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Town of Parachute, Colorado and Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of the applicant/proposed licensee's tax filing and tax obligation status may be performed. I authorize the Town of Parachute, Colorado to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to applicant. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to applicant. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Town of Parachute, Colorado and Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the Investigatory Agencies, their agents or employees shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the Town of Parachute, Colorado, Investigatory Agencies, and any of those entities' agents or employees for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within this Application, any financial or personnel record, or otherwise found, obtained, or maintained by the Town of Parachute, Colorado or Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Owner/Legal Agent Name:

Applicant's Name Steven A. Dillenbeck		Trade Name (DBA) Heavenly Healing, LLC	
Owner/Legal Agent Last Name (Please Print) Dillenbeck	Owner/Legal Agent First Name Steven	Owner/Legal Agent Middle Name Alan	Agent
Signature			Date
Applicant's Business Name Heavenly Healing, LLC		Trade Name (DBA) Heavenly Healing LLC	
Legal Agent Title Owner/ Manager	Signature (Must be signed in front of one witness) <i>Steven A. Dillenbeck</i>		
Date (MM/DD/YY) 10-22-15	City Grand Junction	State CO	
Witness 1 Signature <i>Kathy White</i>			

COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of January 01, 2016, by and between Elite Environmental & Petroleum Services, Inc. ("Landlord"), and Heavenly Healing, LLC ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Both the 1,333 sq/ft 3-bedroom / 2-bath residential home located @ 252 Railroad Ave. and the 1,680 sq./t. commercial office building located @ 254 Railroad Ave. (the "Premises") located at 252 & 254 South Railroad Ave., Parachute, CO 81635.

TERM. The lease term will begin on December 22, 2015 and will terminate on December 31, 2017.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of \$1,500.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at PO Box 615, Cape Canaveral, Florida 32920. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Medical Marijuana Dispensory The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PROPERTY INSURANCE. Tenant shall maintain casualty insurance on the Premises in an amount not less than 100% of the full replacement value. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that

adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

LIABILITY INSURANCE. Tenant shall maintain liability insurance on the Premises with personal injury limits of at least \$100,000.00 for injury to one person, and \$10,000.00 for any one accident, and a limit of at least \$50,000.00 for damage to property. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of One Year per renewal term, unless either party gives written notice of termination no later than Sixty days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the electrical wiring
- all other items of maintenance not specifically delegated to Tenant under this Lease.

Tenant's obligations for maintenance shall include:

- the parking lot, driveways, and sidewalks, including snow and ice removal
- the sewer, water pipes, and other matters related to plumbing
- the air conditioning system

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Landlord shall pay all personal taxes and any other charges which may be levied against the Premises and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 30 days' written notice to Tenant that the Premises have been sold.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 5 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. For any payment that is not paid within 5 days after its due date, Tenant shall pay a late fee of \$50.00.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. However, Landlord does not assume any liability for the care or supervision of the Premises. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent. During the last three months of this Lease, or any extension of this Lease, Landlord shall be allowed to display the usual "To Let" signs and show the Premises to prospective tenants.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's possession, use or misuse of the Premises, except Landlord's act or negligence.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice

to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), nor assign, mortgage or pledge this Lease, without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Elite Environmental & Petroleum Services, Inc.
106 Pierce St.
Cape Canaveral, Florida 32920

TENANT:

Heavenly Healing, LLC
252 & 254 South Railroad Ave.
Parachute, CO 81635

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Colorado.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

This Commercial Lease is executed and agreed to by:

Kenneth Trent

Kenneth Trent
ktrent@eliteeps.com
October 21, 2015 at 06:33 pm
Recorded at IP 76.114.176.83

Steven Dillenbeck

Steven Dillenbeck
ginstevedill@hotmail.com
October 21, 2015 at 06:41 pm
Recorded at IP 98.127.102.216

Scan this code with your
smartphone to manage
your Commercial Lease
online.



Attachment A



For this Record...

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [File a form](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)

- [Business Home](#)
- [Business Information](#)
- [Business Search](#)

- [FAQs, Glossary and Information](#)

Summary

Details

Name Heavenly Healing LLC
Status Good Standing **Formation date** 10/02/2009
ID number 20091522034 **Form** Limited Liability Company
Periodic report month October **Jurisdiction** Colorado
Term of duration Perpetual
Principal office street address 254 S Railroad Ave., Parachute, CO 81635, United States
Principal office mailing address 2939 Sunset Drive, Grand Junction, CO 81504, United States

Registered Agent

Name Steven Alan Dillenbeck
Street address 2939 Sunset Drive, Grand Junction, CO 81504, United States
Mailing address n/a

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)

[Back](#)

[Terms and Conditions](#)

*Steven A. Dillenbeck
Virginia M. Dillenbeck
2939 Sunset Drive
Grand Junction, CO 81504*

Attachment "B"

Prior Business

My wife Virginia M. Dillenbeck and I, Steven A. Dillenbeck , owned a Medical Marijuana business from 2009 to 2011. And it would still be going today if the City of Grand Junction changed there laws disallowing this type of business. We were forced to close due the City's change. This business was in good standings with no fines, suspensions or revocations during our time in business.

The following is the information on this business:

Heavenly Healing LLC

Store location:

1225 North 23rd Street, Suite #106
Grand Junction, CO 81501
Mesa County

Type of License: Medical Marijuana License

License #: 403-00152

Date license held and business operation: 10/2/2009 to 4/6/2011

FEIN #: 27-1020688

Colorado Secretary of State ID: 20091522034

Colorado Sales Tax License #: 25-54002-0000

City of Grand Junction Sales/Use Tax License #: 8240

STATE OF COLORADO

DEPARTMENT OF REVENUE

Medical Marijuana Enforcement Division

Medical Marijuana Licensing Authority Certificate of Application on File



APPLICANT NAME: **HEAVENLY HEALING LLC**
ADDRESS: **840 1ST AVENUE, GRAND JUNCTION, CO 81501**
LICENSE TYPE: **MEDICAL MARIJUANA OPTIONAL PREMISES #403-00152**
DATE FILED: **7/29/2010**

This Certificate has been issued by the Colorado Medical Marijuana Licensing Authority as evidence of filing the required forms and paying the requisite fees on or before August 1, 2010, as required by section 12-43.3-103, Colorado Revised Statutes. This certificate shall be posted in a conspicuous place upon the licensed premises until the Applicant's application for license has been approved or denied by the Local and State Licensing Authorities.

In testimony whereof, I have hereunto set my hand.

Handwritten signature of Matt D. Cook in cursive.

Matt D. Cook, Senior Director of Enforcement

Handwritten signature of Roxy Huber in cursive.

Roxy Huber, Executive Director

DR8523 (07/13/10)

*Steven A. Dillenbeck
Virginia M. Dillenbeck
2939 Sunset Drive
Grand Junction, CO 81504*

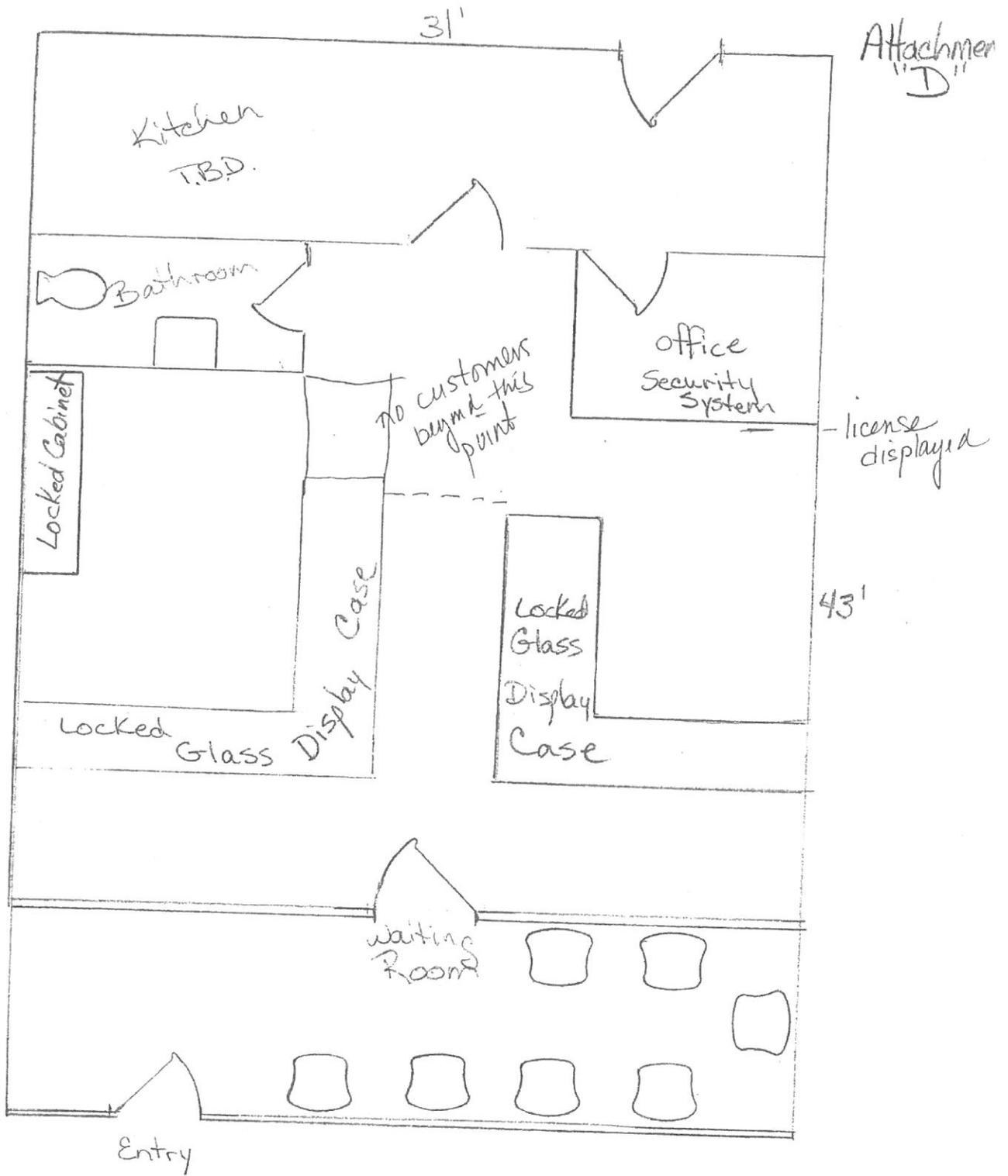
Attachment "C"

Proposed Operating Plan

The following is our business operating plan proposed for the 254 S Railroad, Parachute, CO, location.

1. Clients will arrive in a waiting area, that will be separated by a wall and door from the sales counter.
2. One client at a time will be escorted to the Sales Counter room. Being only one (1) client to be served at a time.
3. ID's will be checked and recorded before any purchase is allowed.
4. At the minimum, this business will be staffed by two (2) employees during open business hours.
5. All products will be behind locked glass Display case.
6. All product will be kept in locked safe during non-business hours.
7. Hours of Open for Business will be 9am to 9pm.
This is to be adjusted based on demand.

Products will include smokable cannabis as well as edibles, extracts that am currently treating + curing cancer with.



Proposed Floor Plan

3/16 Scale

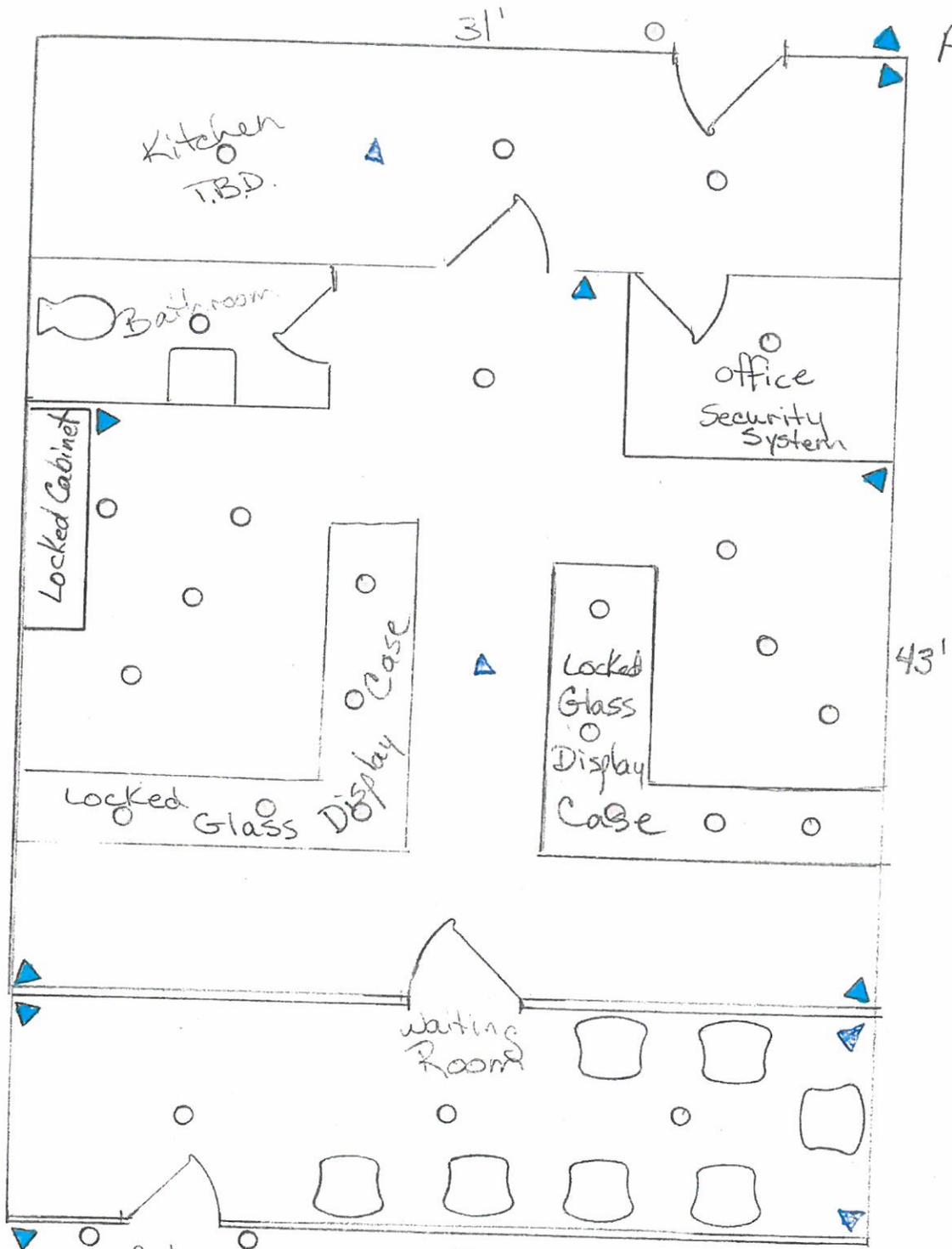
1,333 sq ft

Attachment 1



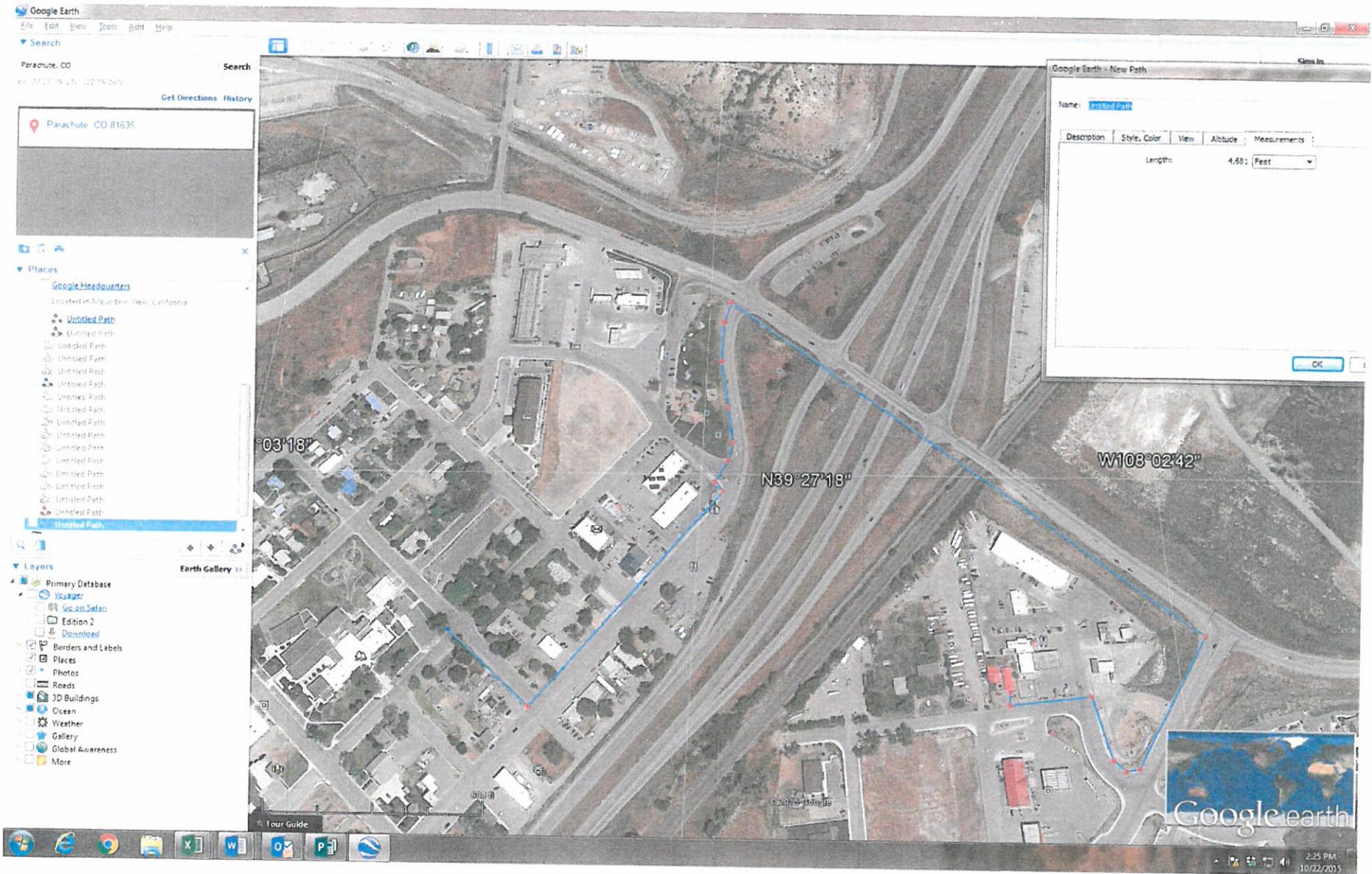
Store front & Signage.

Attachment
"F"

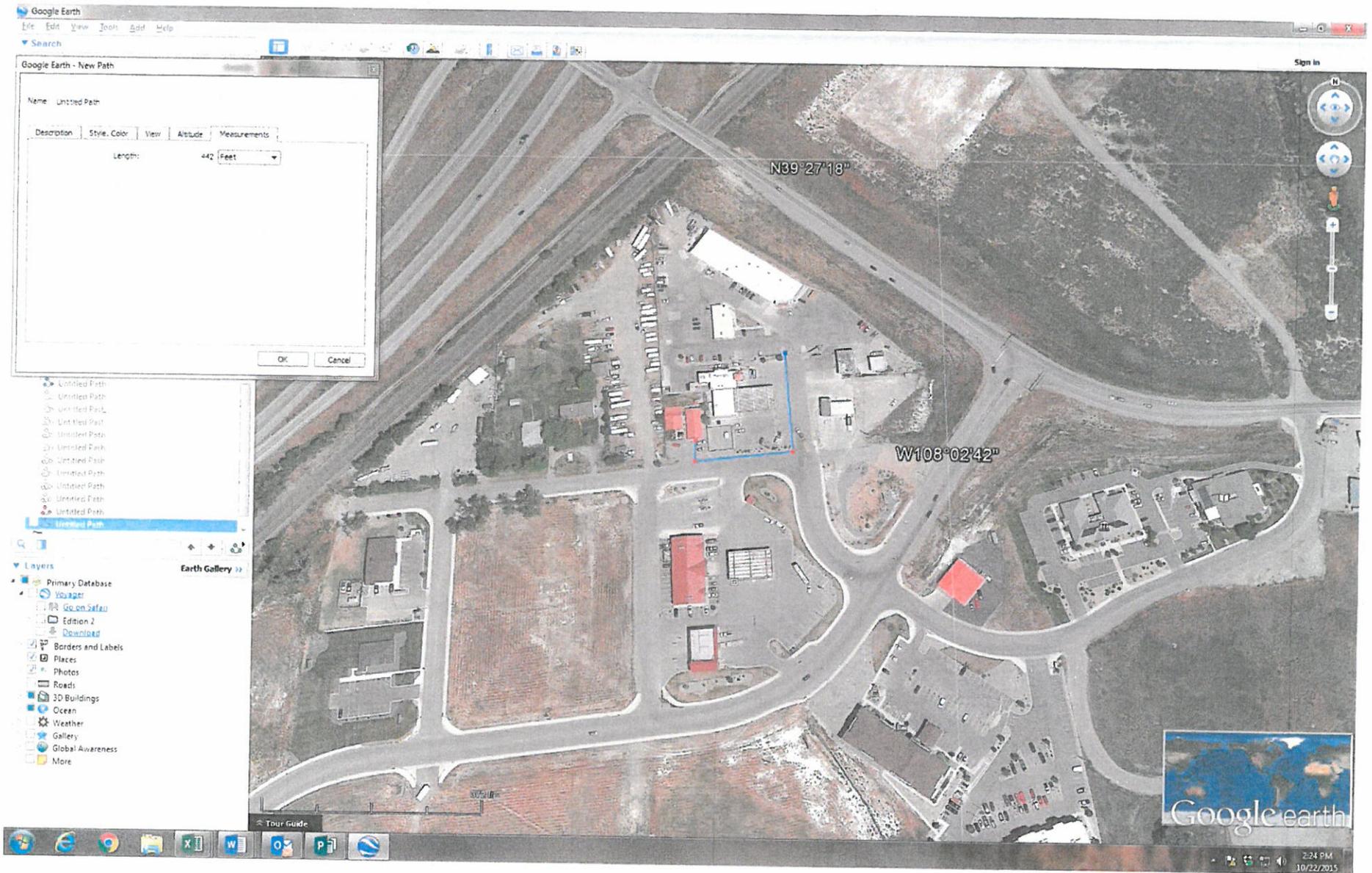


▶ Cameras
○ Lights

Proposed Security & Lighting Plan.
3/16 Scale.
Subject to change



DISTANCE FROM SCHOOL: 4,681'



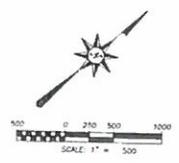
DISTANCE FROM OTHER RETAIL: 442'



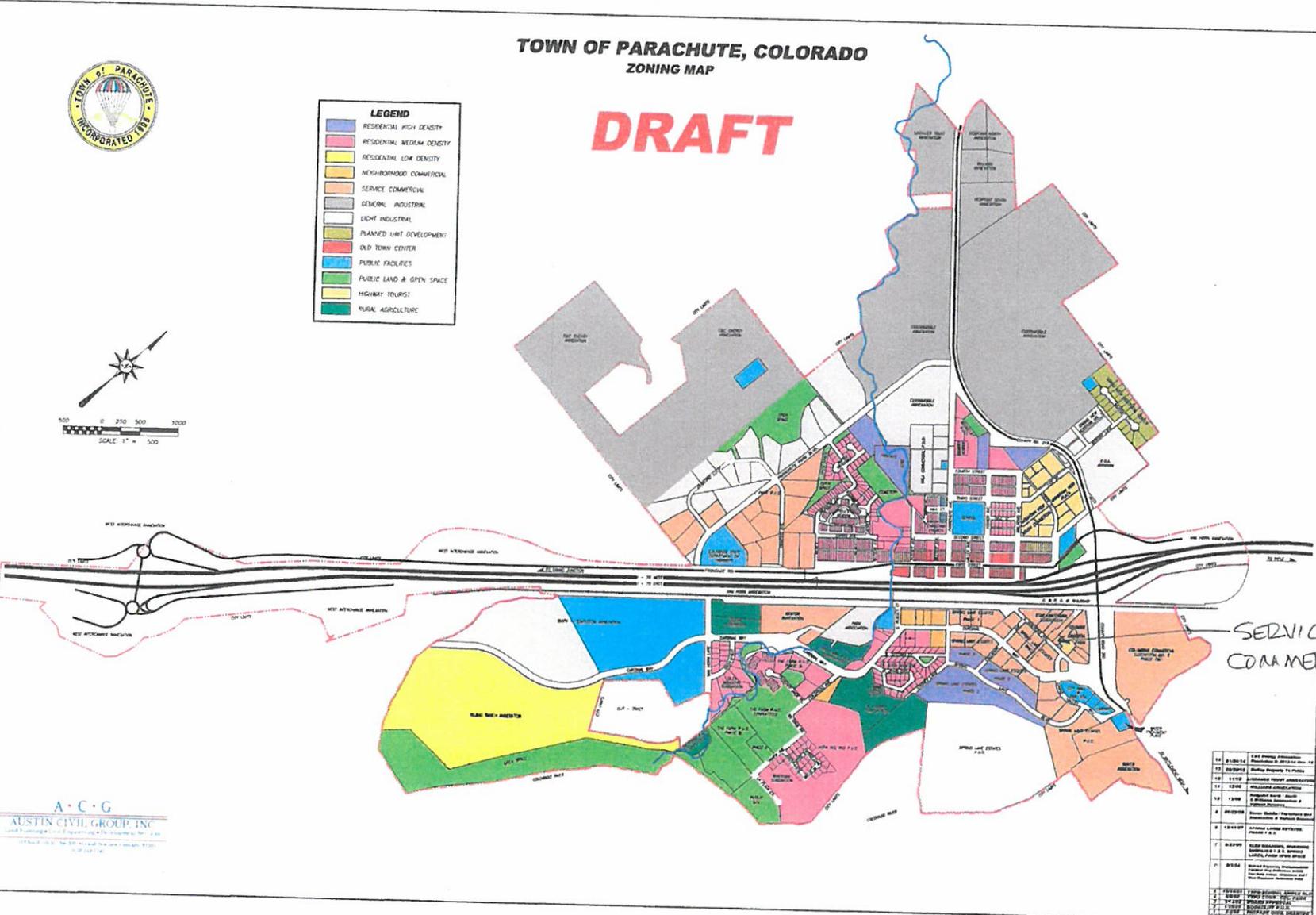
TOWN OF PARACHUTE, COLORADO ZONING MAP

DRAFT

LEGEND	
[Blue Box]	RESIDENTIAL HIGH DENSITY
[Pink Box]	RESIDENTIAL MEDIUM DENSITY
[Yellow Box]	RESIDENTIAL LOW DENSITY
[Orange Box]	NEIGHBORHOOD COMMERCIAL
[Light Orange Box]	SERVICE COMMERCIAL
[Grey Box]	GENERAL INDUSTRIAL
[Light Grey Box]	LIGHT INDUSTRIAL
[Green Box]	PLANNED UNIT DEVELOPMENT
[Red Box]	OLD TOWN CENTER
[Blue Box]	PUBLIC FACILITIES
[Light Green Box]	PUBLIC LAND & OPEN SPACE
[Yellow-Green Box]	HIGHWAY TOURIST
[Dark Green Box]	RURAL AGRICULTURE



PROJECTS\PARACHUTE\Zoning and Land Use Maps\2013 Zoning Map_DRAFT_UPDATE_05.dwg, 3/19/2015, 10:55:57 AM, DWG To PDF.pc3



SERVICE COMMERCIAL

A·C·G
AUSTIN CIVIL GROUP, INC.
Local Planning and Engineering Services
12345 Main St., Suite 100
Austin, TX 78701
Phone: (512) 555-1234
Fax: (512) 555-5678
www.austingroup.com

12	2100-12	Old Town Center
13	2100-13	Neighborhood Commercial
14	2100-14	Service Commercial
15	2100-15	General Industrial
16	2100-16	Light Industrial
17	2100-17	Planned Unit Development
18	2100-18	Public Land & Open Space
19	2100-19	Highway Tourist
20	2100-20	Rural Agriculture

PUBLIC NOTICE

NOTICE OF HEARING

Pursuant to Section 6.11.090.D of the Town of Parachute, Colorado

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a Retail Marijuana Store which permits the sale of retail marijuana products on the premise.

APPLICANT: Heavenly Healing LLC

TRADE NAME: Heavenly Healing

ADDRESS OF APPLICANT: 2939 Sunset Drive
Grand Junction, CO 81504

ADDRESS OF PROPOSED LICENSED PREMISES: 254 South Railroad Avenue
Parachute, Colorado 81635

DATE OF APPLICATION: October 22, 2015

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application **Thursday, November 19, 2015, at 6:30 p.m.** in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.

All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

**TOWN OF PARACHUTE
BOARD OF TRUSTEES / LOCAL LICENSING AUTHORITY**

**222 GRAND VALLEY WAY
P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630**

TOWN OF PARACHUTE, COLORADO

Stuart S. McArthur, Town Manager

11636981

Ad Ticket #5

Acct: 1003196
Phone: (970)285-7630
E-Mail:
Client:
Caller: Stuart S. McArthur
Receipt

Name: Town of Parachute
Address: PO BOX 100

City: Parachute
State: CO
Zip: 81635

Ad Name: 11636981A

Original Id: 0

Editions: 8CT/

Class: 0990

Start: 10/29/15

Stop: 10/29/15

Color:

Issue 1

Copyline: ct PN Retail Store app

Rep: PI Legals

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(970) 285-7630

TOWN OF PARACHUTE, COLORADO
Stuart S. McArthur, Town Manager

Published in the Citizen Telegram October 29, 2015. (11636981)

Lines:	52
Depth:	4.29
Columns:	1
Discount:	0.00
Commission:	0.00
Net:	0.00
Tax:	0.00
Total	26.31
Payment	0.00

Ad shown is not actual print size

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BOARD OF TRUSTEES / LOCAL LICENSING
AUTHORITY**

222 GRAND VALLEY WAY
P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630

TOWN OF PARACHUTE, COLORADO
Stuart S. McArthur, Town Manager

Published in the Citizen Telegram October 29,
2015. (11636981)

Ad Ticket #5

Acct: 1003196
Phone: (970)285-7630
E-Mail:
Client:
Caller: Stuart S. McArthur

Name: Town of Parachute
Address: PO BOX 100

City: Parachute
State: CO

Zip: 81635

Receipt

Ad Name: 11636981A

Original Id: 0

Editions: 8CT/

Class: 0990

Start: 10/29/15

Stop: 10/29/15

Color:

Issue 1

Copyline: ct PN Retail Store app

Rep: PI Legals

Lines:	52
Depth:	4.29
Columns:	1
Discount:	0.00
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Net:	0.00
Tax:	0.00
Total	26.31
Payment	0.00

PUBLIC NOTICE

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**TOWN OF PARACHUTE
BOARD OF TRUSTEES / LOCAL LICENSING AUTHORITY**

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P.O. BOX 100
PARACHUTE, CO. 81635-0100
(970) 285-7630**

TOWN OF PARACHUTE, COLORADO
Stuart S. McArthur, Town Manager

Published in the Citizen Telegram October 29, 2015. (11636981)

Ad shown is not actual print size

Stuart McArthur

From: Ken Haptonstall <khaptonstall@garfield16.org>
Sent: Thursday, October 22, 2015 3:26 PM
To: Stuart McArthur
Cc: Dave Blair (firechief@gvfpd.org); Cary Parmenter; Mark King; jjc@mountainlawfirm.com
Subject: Re: Marijuana Application Referral

Hi Stuart -

In reviewing this application, I do not see any issue with proximity to a school as it relates to town ordinance, or state statute.

Sincerely,

Dr. Ken Haptonstall, Superintendent of Schools

Dr. Ken Haptonstall, PhD
Superintendent of Schools
Garfield County School District No. 16

On Thu, Oct 22, 2015 at 3:12 PM, Stuart McArthur <StuartMC@parachutecolorado.com> wrote:

Attached you will find the most recent Town of Parachute application for a retail marijuana store. Please review and provide me comments prior to November 6th, 2015. Thank you very much.

Stuart S. McArthur

Town Manager

Town of Parachute, Colorado

[970-285-7630](tel:970-285-7630), X-106



Stuart McArthur

From: Angelyn Frankenberg <AFrankenberg@postindependent.com>
Sent: Thursday, October 22, 2015 3:21 PM
To: Stuart McArthur
Subject: Re: Legal Ad

Thanks, Stuart. Our legals clerk said she *can* get this in next Thursday's Citizen Telegram. The Town of Parachute has an account with us, so you're good to go.

Thanks!
Angye

Angelyn Frankenberg
Admin & Advertising Assistant / Columnist

Glenwood Springs Post Independent
www.postindependent.com
O: 970-384-9102
M: 970-379-9635

From: Stuart McArthur <StuartMC@parachutecolorado.com>
Date: Thursday, October 22, 2015 at 2:58 PM
To: Angelyn Frankenberg <afrankenberg@postindependent.com>
Subject: Legal Ad

Angela,

Thanks for helping me. I need the attached legal ad published on October 29th in the Citizen Telegram. Thank you.

Please respond, so I know you got it.

Stuart S. McArthur
Town Manager
Town of Parachute, Colorado
970-285-7630, X-106



Total Control Panel

[Login](#)

To: stuartmc@parachutecolorado.com [Remove](#) this sender from my allow list
From: afrankenberg@postindependent.com

[Print](#)

[Close](#)

Re: MED BUSINESS LICENSE APPOINTMENT REQUEST "FORMAT"

From: **_APPOINTMENTS - DOR, DOR_MED** (dor_med_appointments@state.co.us)
Sent: **Mon 10/19/15 4:09 PM**
To: **Steve** (ginstevdill@hotmail.com)

Thank you for completing the appointment information. I have notated your desire to get an earlier date.

Your appointment is below.

PLEASE REPLY TO CONFIRM YOUR APPOINTMENT

- Appointment date: Wednesday, December 23, 2015
- Appointment time: 1:00 pm
- Please ensure your application is complete, prepared prior to the appointment, one-sided papers, and all staples are removed to allow for scanning.
- Checklists and reference information is available online at www.colorado.gov/enforcement/marijuanaenforcement
- If you no longer need your appointment please notify us to cancel.
- All owners must be present for new business, change of ownership, and renewal investigations.



COLORADO
Department of Revenue

P 303.205-8421 | F 303.205.2399
455 Sherman Street, Suite 390, Denver, CO 80203
www.colorado.gov/revenue/med

On Mon, Oct 19, 2015 at 2:17 PM, Steve <ginstevdill@hotmail.com> wrote:

Yes they are both owners. Steve will be the Primary contact.
Kathy



COLORADO
Department of Revenue
Enforcement Division - Marijuana

Colorado Business Retail Marijuana License Application

Marijuana Enforcement Division

DR 8548 (12/04/14)

Colorado Marijuana Enforcement Division

Retail Business License Application Instructions

APPLICATION CHECKLIST

1 Application Fully Completed
 Type or clearly print an answer to every question. If a question does not apply to you, indicate so with an N/A. If you are unsure if a question applies to you or what information the form is asking you to provide, contact any Marijuana Enforcement Division office to seek clarification. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. **A separate application is required for EACH license type.**

2 All Forms Signed & Attached
 The following accompanying forms must be signed and returned with the application:

- Affirmation & Consent
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information

3 All Requested Information Attached (Other forms may be made available and may be required at time of application)
 The following information requested on the application must be attached, if applicable:

- Trade Name Registration
- Certificate of Good Standing from the Colorado Secretary of State's Office
- Copy of Articles of Incorporation, including amendments for corporations
- Articles of Organization, including amendments and operating agreement for LLC
- Partnership Agreement, or operating/shareholder agreements
- If corp., annual and bi-annual reports and meeting minutes from past 12 months
- All applicable information requested on page 6
- Documentation showing legal possession of the premise to be licensed
- Diagram of premise to be licensed (described on page 4, question 4) including security drawing
- Copies of notes, security instruments, etc., (detailed on page 4, question 5 and page 6, question 8)
- Explanation detailing the funding sources used to finance the applicant business
- List of financial institution accounts as detailed on page 6, question 9
- Copy of sales tax and/or wholesale license
- Marijuana Retail Sales Tax Bond (on the state approved form)

Note: The Marijuana Enforcement Division reserves the right to request additional information and documentation throughout the course of the background investigation.

4 Application and License Fees
 See fee table on website: www.colorado.gov/revenue/med
 Application fees remitted to the State Licensing Authority and/or the Department of Revenue, are non-refundable. Only license fees may be refunded.
 Retail Marijuana license application fees are split between the Marijuana Enforcement Division (MED) and the Local Licensing Authority. In order for the State to accept this application, both the State and Local fees must be paid at the time the application is accepted by MED. This will require two (2) checks or money orders; one made payable to DOR and one made payable to the Local Licensing Authority, for EACH License. You are responsible for knowing who your Local Licensing Authority is.

5 Bring in Application (BY APPOINTMENT ONLY)
 Bring in application and all attachments to: Marijuana Enforcement Division
 455 Sherman Street, Suite 390
 Denver, CO 80203

Colorado Marijuana Licensing Authority Retail Business License Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input checked="" type="checkbox"/> Retail Marijuana Store <input type="checkbox"/> Retail Marijuana Cultivation <input type="checkbox"/> Retail Marijuana Test Facility	<input type="checkbox"/> Tier 1 = 3600 or fewer plants <input type="checkbox"/> Tier 2 = 3601 – 6000 plants <input type="checkbox"/> Tier 3 = 6001–10200 plants	<input type="checkbox"/> Retail Marijuana Products Manufacturer <input type="checkbox"/> Conversion <input type="checkbox"/> Retail/Medical Marijuana Combined Use <input type="checkbox"/> Affiliated Business	
Applicant's Legal Business Name (Please Print) Heavenly Healing LLC		Marijuana License Number (Assigned by Division)	
Trade Name (DBA) (Provide Trade Name Registration) Heavenly Healing LLC		Website Address N/A	
Physical Address			
Street Address of Marijuana Business 254 S Railroad Avenue			City Parachute
Business Phone Number (000) 000-0000			State CO
Business Fax Number (000) 000-0000		ZIP 81635	
Email Address N/A			
Mailing Address (if different from Business Address)			
Address 254 S Railroad Avenue		City Parachute	
Primary Contact Person for Business Dillenbeck		State CO	
Title Owner/ Manager		ZIP 81635	
Primary Contact Address (city, state ZIP) 2939 Sunset Drive, Grand Junction, CO 81504			Primary Contact Phone Number (970) 216-3135
Federal Taxpayer ID 20091522034			Primary Contact Fax Number (000) 000-0000
Colorado Sales Tax License #		Email Address ginstevedill@hotmail.com	
Type of Business Structure			
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Publicly Traded Corporation		<input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Trust <input type="checkbox"/> Other _____	
State of Incorporation or Creation of Business Entity Colorado			Date 10/02/09
Date of Qualification to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) 10/02/09			
If a Corporation, List all States Where the Corporation is Authorized to Conduct Business Colorado			
List all Trade Names used by the Business Entity (other than above) Heavenly Healing LLC			
Attach copies of all articles of incorporation, bylaws, articles of organization, or a true copy of any partnership or trust agreement, including any and all amendments to such.			
If a corporation, attach copies of all annual and bi-annual reports, SEC filings, if any, and all minutes from all corporate meetings for the past 12 months.			

1. Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager under the age of twenty-one years? Yes No

2. Has the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) or manager ever (in Colorado or any other state);
 (a) been denied a privileged license (ie: Liquor, Gaming, Racing and Marijuana)?
 (b) had a privileged license (ie: Liquor, Gaming, Racing and Marijuana) suspended or revoked?
 (c) had interest in another entity that had a privileged (ie: Liquor, Gaming, Racing and Marijuana) license denied, suspended or revoked?
 If you answered yes to 2a, b or c, explain in detail on a separate sheet.

3. Has a Marijuana license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation)?
 If yes, identify the name of the business and list any current or former financial interest in said business including any loans to or from a licensee.

4. Does the applicant have legal possession of the premises by virtue of ownership, lease or other arrangement? Attach all documentation showing legal possession. Deed, Title, sale or lease agreements etc.
 Ownership Lease Other (Explain in Detail) _____
 (a) If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

Landlord Kenneth Shane Trent	Tenant Heavenly Healing LLC	Expires N/A
---------------------------------	--------------------------------	----------------

Attach a diagram of the premises to be licensed and outline or designate the area (including dimensions) which shows the limited access areas, walls, partitions, entrances, exits and what each room shall be utilized for in this business, including security equipment locations. This diagram should be no larger than 8 1/2" X 11". (It does not have to be to scale)

5. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, trusts), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money or profits from this business. Attach a separate sheet if necessary.

Name	Date of Birth	FEIN OR SSN	Interest
Kenneth Shane Trent	10-09-68	214-84-2928	Investor

Attach copies of all notes and security instruments, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

Local Licensing Authority (To be filled out by Applicant)

Local Licensing Authority/Department Town of Parachute	Address 222 Grand Valley Way, PO Box 100, Parachute, CO
Local Licensing Authority contact name Stuart S. McArthur	Contact Phone (970) 285-7630
	Contact Email Stuartmc@parachutecolorado.com

6. Has the Applicant filed for a retail marijuana cultivation? Yes No

What City or County? (Fill out a separate and complete application)
N/A

7. Does the Retail Applicant have evidence of a good and sufficient bond in the amount of \$5,000.00 in accordance with 12-43.4-303 C.R.S. (Include evidence with application)?

Printed Legal Business Name Heavenly Healing LLC	Printed Trade Name (DBA) Heavenly Healing LLC
---	--

Ownership Structure

List all persons and/or entities with any ownership interest, and all officers and directors, whether they have ownership interest or not. If an entity (corporation, partnership, LLC, etc.) has interest, list all persons associated with such entity, their ownership in the entity, and their effective ownership in the license. List all parent, holding or other intermediary business interest. An Associated Key License Application form must be submitted for all persons in a privately held company or a publicly traded corporation, and all officers and directors.

Name Steven A. Dillenbeck		Title Owner/Manager	SSN/FEIN 263-93-4637q0	DOB 01/14/1965	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address 2939 Sunset Drive		City Grand Jct.,	State CO	ZIP 81504	Phone Number (970) 216-2487
Business Associated with (Parent business or sub-entity) Heavenly Healing LLC		Own. % Business Associated with 100%			Effective Own. % in Applicant 50%
Name Virginia M. Dillenbeck		Title Owner	SSN/FEIN 139-64-9222	DOB 11/27/1965	App submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address 2939 Sunset Drive		City Grand Jct.,	State CO	ZIP 81504	Phone Number (970) 216-3135
Business Associated with (Parent business or sub-entity) Heavenly Healing LLC		Own. % Business Associated with 0%			Effective Own. % in Applicant 50%
Name		Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address		City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with			Effective Own. % in Applicant
Name		Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address		City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with			Effective Own. % in Applicant
Name		Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address		City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with			Effective Own. % in Applicant
Name		Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address		City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with			Effective Own. % in Applicant
Name		Title	SSN/FEIN	DOB	App submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address		City	State	ZIP	Phone Number
Business Associated with (Parent business or sub-entity)		Own. % Business Associated with			Effective Own. % in Applicant

Are there any outstanding options and warrants?

Yes No *If YES, attach list of persons with outstanding options and warrants

Are there any other persons, other than those listed in the Ownership Structure, including but not limited to suppliers, lenders and landlords, who will receive, directly or indirectly, any compensation or rents based upon a percentage or share of gross proceeds or income of the Marijuana business?

Yes No *If YES, attach list of persons

Printed Legal Business Name Heavenly Healing LLC	Printed Trade Name (DBA) Heavenly Healing LLC
1. Has the applicant, the applicant's parent company or any other intermediary business entity ever applied for a Marijuana license in this or any other jurisdiction, foreign or domestic, whether or not the license was ever issued? If YES, provide details on a separate sheet, including jurisdiction, type of license, license number, and dates license held or applied for.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity ever been denied a Marijuana license, withdrawn a Marijuana license or had any disciplinary action taken against any Marijuana license that they have held in this or any other jurisdiction, foreign or domestic? If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Financial History	
1. Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments or tax liabilities due to any governmental agency anywhere? If YES, provide details on a separate sheet and attach any documents to prove settlement or resolution of the delinquency.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Has the applicant, the applicant's parent company or any other intermediary business entity filed a bankruptcy petition in the past 5 years, had such a petition filed against it, or had a receiver, fiscal agent, trustee, reorganization trustee or similar person appointed for it? If YES, provide details on a separate sheet and attach any documents from the bankruptcy court.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Is the applicant, the applicant's parent company or any other intermediary business entity currently a party to, or has it ever been a party to, in any capacity, any business trust instrument? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign antitrust, trade or security law or regulation ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
5. Has the applicant, the applicant's parent company or any other intermediary business entity been a party to a lawsuit in the past 5 years, either as a plaintiff or defendant, complainant or respondent, or in any other fashion, in this or any other country? If YES, provide details on a separate sheet and attach any documents to prove the settlement of any of these issues. Include any items currently under formal dispute or legal appeal.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Has the applicant, the applicant's parent company or any other intermediary business entity filed a business tax return in the past two years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Has the applicant, the applicant's parent company or any other intermediary business entity completed financial statements, either audited or unaudited, in the past two years? If YES, attach all financial statements completed in the past two years.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Has any interest or share in the profits of the sale of Marijuana been pledged or hypothecated as security for a debt or deposited as a security for the performance of an act or to secure the performance of a contract? If YES, provide details on a separate sheet.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Attach a list detailing the operating and investment accounts for this business, including financial institution name, address, telephone number, and account number for each account. N/A	
10. Attach a list detailing each outstanding loan and financial obligation obtained for use in this business, including creditor name, address, phone number, loan number, loan amount, loan terms, date acquired, and date due. N/A	
Person who maintains Applicant's business records Virginia M. Dillenbeck Address 2939 Sunset Drive, Grand Junction, CO 81504	Title Owner Phone Number (970) 216-3151
Person who prepares Applicant's tax returns, government forms & reports Roberta "Jenny" Thrailkill Address 627 24 1/2 Rd., Grand Junction, CO 81505	Title Accountant Phone Number (970) 257-7114
Location of financial books and records for Applicant's business 254 S. Railroad Avenue, Parachute, CO 81635	

Affirmation & Consent

I, Steven A. Dillenbeck, as an authorized agent for the applicant, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Marijuana Business License Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial or revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License, and for 90 days following the expiration or surrender of such Marijuana license. Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Agent Name clearly below:

Applicant's Business Name Heavenly Healing LLC		Trade Name (DBA) Heavenly Healing LLC	
Legal Agent Last Name (Please Print) Dillenbeck		Legal Agent First Name Steven	Legal Agent Middle Name Alan
Signature		Date	

Investigation Authorization Authorization to Release Information

I, Steven A. Dillenbeck, as an authorized agent for the applicant, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Authorized Agent clearly below:

Applicant's Business Name Heavenly Healing LLC		Trade Name (DBA) Heavenly Healing LLC	
Legal Agent Last Name (Please Print) Dillenbeck	Legal Agent First Name Steven	Legal Agent Middle Name Alan	
Legal Agent Title Owner/ Manager	Signature (Must be signed in front of one witness)		
Date (MM/DD/YY)	City	State	
Witness 1 Signature			

Applicant's Request to Release Information

FROM: (Applicant's Printed Name)
Steven A. Dillenbeck

TO:

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. I/We hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
5. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:
 - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;
 - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request;
 - (c) To place the name of the agent presenting this request in the appropriate location on this request.
6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
7. This power of attorney ends twenty-four (24) months from the date of execution.
8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.
9. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
10. I/We agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.
11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Print Full Legal Name of Authorized Agent clearly below:

Legal Agent Last Name (Please Print)	Legal Agent First Name	Legal Agent Middle Name
Dillenbeck	Steven	A
Legal Agent Title	Signature (Must be signed in front of one witness)	
Owner/ Manager	City	State
Date (MM/DD/YY)		
Witness 1 Signature	Date	
Signature of Marijuana Enforcement Division agent presenting this request		Date

*Steven A. Dillenbeck
Virginia M. Dillenbeck
2939 Sunset Drive
Grand Junction, CO 81504*

Attachment “ ”

Law suit involvement

We, Steven A Dillenbeck and Virginia M Dillenbeck , own several residential rental properties and have been Plaintiffs vs. renters on three different occasions. And we won each of them with Judgments'. This is the only legal suits we have been involved with.



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 19, 2015
TO: Town of Parachute Board of Trustees
FROM: Stuart S. McArthur, Town Manager
SUBJECT: **AMENDING THE PARACHUTE MUNICIPAL CODE REGARDING TIMELINES FOR LAND USE APPLICATIONS AND PUBLIC NOTICE REQUIREMENTS.**

Background

As situations change, it frequently becomes necessary to address text amendments in the Town of Parachute Municipal Code. The Board has seen other such amendments over the past year.

The codes amendments addressed in the recommend ordinance to the Town of Parachute Board of Trustees include:

15.01.106 Public Notice Requirements – Allowing the Town to post copies of public notices in three (3) locations in the Town rather than publishing in a “newspaper of general circulation.” Three locations are: Town Hall, Post Office, and Library.

The Planning and Zoning Commission did NOT recommend this change to the Board.

15.05.207 Public Notice of Board of Trustees Review – Allowing the Board of Trustees to consider the Planning and Zoning Commission’s recommendations at the next regularly scheduled meeting.

15.05.208 Board of Trustees Review and Decision – Allowing the Board of Trustees to consider the Planning and Zoning Commission’s recommendations not more than forty-five (45) days after receipt.

The Planning and Zoning Commission has recommended the last two changes to the Municipal Code.

Attorney Review

Jeff Conklin, Town Attorney, has reviewed the suggested amendments and has prepared the ordinance.

Recommendations

Staff recommends that the Board of Trustees unanimously approve these changes and approve Ordinance 689.

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

**TOWN OF PARACHUTE
ORDINANCE NO. 689**

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING THE PARACHUTE MUNICIPAL CODE REGARDING TIMELINES FOR LAND USE APPLICATIONS AND PUBLIC NOTICE REQUIREMENTS.

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

WHEREAS, the existing regulations governing the notice and hearing requirements applicable to land use unnecessarily slow the Board of Trustee’s (the “Board’s”) review of planning applications;

WHEREAS, the Board believes a text amendment to the Code to revise the land use regulations and allow for a more streamlined process is appropriate;

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

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

WHEREAS, Ordinance No. 685 addressed some of these issues, but not all;

WHEREAS, the Board finds that the hearing notice and publication requirement contained in Title 15 of the Municipal Code neither accurately reflect nor serve the needs of the community; and

WHEREAS, the Board wishes to amend the hearing notice and publication requirements to allow publication by posting to three public locations within the Town pursuant to C.R.S. § 31-16-205.

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

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

Section 2. Title 15 of the Parachute Municipal Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

15.01.106 Public Notice Requirements. For all actions of the Town described in this Title 15 requiring public hearings the applicant shall provide public notice and shall demonstrate that such public notice conforms to the following requirements.

A. Notice shall be sent by certified mail, return receipt requested, to all property owners within two hundred feet (200') of the property in question at least fifteen (15) days in advance of the hearing.

B. Notice of the hearing shall be published ~~in a newspaper of general circulation within the Town~~ by posting copies thereof in three public places, as designated by the Board of Trustees, within the Town limits at least fifteen (15) days in advance of the hearing. Such posting shall be made at the Town Hall, Library, and Post Office.

15.05.207 Public Notice of Board of Trustees Review. The Board of Trustees will review the application at a regularly scheduled meeting not ~~less than fifteen (15)~~ or more than forty-five (45) calendar days after the Planning Commission has completed its review and made its recommendation to the Board of Trustees. The Board of Trustees will conduct a public hearing to review the application. The applicant shall be responsible for providing notice of the public hearing per the requirements of Section 15.01.106 of these Regulations.

15.05.208 Board of Trustees Review and Decision.

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

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 8th day of October, 2015.

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

By: _____
Roy McClung, Mayor

ATTEST:

Denise Chiaretta, Town Clerk

PUBLIC NOTICE

Public notice is hereby given that an Ordinance entitled:

**AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO,
AMENDING THE PARACHUTE MUNICIPAL CODE REGARDING
TIMELINES FOR LAND USE APPLICATIONS AND PUBLIC NOTICE
REQUIREMENTS.**

was introduced before the Board of Trustees on October 8, 2015; that a copy of said Ordinance is posted at Town Hall; and that the Ordinance was approved at a regular meeting of the Board of Trustees held on October 8, 2015, and approved by the Mayor on October 15, 2015.

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

Dated this 15th day of October, 2015.

TOWN OF PARACHUTE

Denise Chiaretta, Town Clerk

GRANT AGREEMENT

Between

**STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

And

TOWN OF PARACHUTE

Summary

Award Amount: \$35,000.00

Identification #s:

Encumbrance #: F16MLG8065 (*DOLA's primary identification #*)
Contract Management System #: 84659 (*State of Colorado's tracking #*)

Project Information:

Project/Award Number: 8065
Project Name: Parachute Municipal Code Update
Performance Period: Start Date: _____ End Date: 11/30/16
Brief Description of Project / Assistance: The Town of Parachute shall hire a consultant to update the Town's land use codes.

Program & Funding Information:

Program Name: Energy & Mineral Impact Assistance Fund
Funding source: Federal Funds
Catalog of Federal Domestic Assistance (CFDA) Number (if federal funds): 15.227
Funding Account Codes: _____

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 FORM 1 – RESERVED.

1. PARTIES

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

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

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

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

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 34-63-101 (Federal Mineral Leasing Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

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

C. Purpose

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

D. References

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

4. DEFINITIONS

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

A. Budget

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

B. Closeout Certification

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

C. Evaluation

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

D. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein:

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

E. Goods

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

F. Grant

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

G. Grant Funds

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

H. Party or Parties

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

I. Pay Request(s)

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

J. Pre-agreement costs

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

K. Project

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

L. Project Closeout

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

M. Program

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

N. Review

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

O. Services

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

P. Status Report(s)

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

Q. Subcontractor

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

R. Subgrantee

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

S. Subject Property

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

T. Substantial Progress in the Work

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

U. Work

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

V. Work Product

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

5. TERM

A. Initial Term-Work Commencement

Unless otherwise permitted in **§2** above, the Parties’ respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **November 30, 2016** unless sooner terminated or further extended as specified elsewhere herein.

B. Two Month Extension

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

6. STATEMENT OF WORK

A. Completion

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

B. Goods and Services

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

C. Employees

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

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is **\$35,000 (THIRTY-FIVE THOUSAND DOLLARS AND XX/100)**, as determined by the State from available funds. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

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

ii. Interest

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

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

C. Use of Funds

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

i. Budget Line Item Adjustments.

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

ii. Overall Budget Adjustments.

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

iii. Setting Final Initial Budget.

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

D. Matching/Leveraged Funds

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

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

B. Litigation Reporting

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

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

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

D. Noncompliance

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

E. Subgrants/Subcontracts

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

9. GRANTEE RECORDS

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

A. Maintenance

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

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

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

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

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

11. CONFLICTS OF INTEREST

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

12. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

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

B. Legal Authority – Grantee and Grantee’s Signatory

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

C. Licenses, Permits, Etc.

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

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantees, Subgrantees and Subcontractors

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

i. Workers' Compensation

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

ii. General Liability

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

iii. Automobile Liability

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

iv. Malpractice/Professional Liability Insurance

This section shall | shall not apply to this Grant.

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

v. Umbrella Liability Insurance

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

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

vi. Property Insurance

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

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

vii. Flood Insurance

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

viii. Builder’s Risk Insurance

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

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

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

ix. Pollution Liability Insurance

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

C. Miscellaneous Insurance Provisions

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

i. Deductible. Any and all deductibles or self-insured retentions contained in any Insurance policy shall be assumed by and at the sole risk of the Grantee, its Subgrantees or Subcontractors.

ii. In Force. If any of the said policies shall fail at any time to meet the requirements of the Grant as to form or substance, or if a company issuing any such policy shall be or at any time cease to be approved by the Division of Insurance of the State of Colorado, or be or cease to be in compliance with any stricter requirements of the Grant, the Grantee, its Subgrantee and its Subcontractor shall promptly obtain a new policy.

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

iv. Additional Insured

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

v. Primacy of Coverage

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

vi. Cancellation

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

vii. Subrogation Waiver

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

D. Certificates

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

14. BREACH

A. Defined

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

B. Notice and Cure Period

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

15. REMEDIES

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

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Termination for No Substantial Progress in the Work

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

D. Remedies Not Involving Termination

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

i. Suspend Performance

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

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

ii. Withhold Payment

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

iii. Deny Payment

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

iv. Removal

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

v. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

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

A. State:

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

B. Grantee:

Roy McClung, Mayor
Town of Parachute
PO Box 100
Parachute, Colorado 81635
Email: rsmcclung@msn.com

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

This section shall | shall not apply to this Grant.

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

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is greater than \$100,000 either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by the Department of Local Affairs, and showing of good cause, may debar Grantee and prohibit Grantee from receiving future grants and bidding on future contracts. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. RESTRICTION ON PUBLIC BENEFITS

This section shall | shall not apply to this Grant.

Grantee must confirm that any individual natural person is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Grant by requiring the applicant to:

- A. Produce an identification document in accordance with §2.1.1 through §2.1.3 of Colorado Department of Revenue's Rule #1 CCR 201-17, Rule for Evidence of Lawful Presence, as amended.
- B. Execute an affidavit herein attached as **Form 1**, Residency Declaration, stating
 - i. That he or she is a United States citizen or legal permanent resident; or
 - ii. That he or she is otherwise lawfully present in the United States pursuant to federal law.

[The following applies if Grant is funded with federal funds].

Notwithstanding the foregoing, to the extent that there is any conflict with the provisions above or those set forth in the Residency Declaration attached hereto as **Form 1** and any provision of federal law, the provisions of federal law shall prevail.

21. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or subcontracts approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting and subcontracting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §21(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

Grantee shall, to the extent permitted by law, indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. List of Selected Applicable Laws

At all times during the performance of this Grant, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by subgrantees under subgrants permitted by this Grant.

I. Use Covenants

This section shall | shall not apply to this Grant:

For Subject Property that is owned by Grantee upon execution of this Grant, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after execution of this Grant. For Subject Property acquired by Grantee using Grant Funds, Grantee shall record a Use Covenant substantially equivalent to **Exhibit F** with the county in which the property resides as soon as reasonably practicable after acquisition of such property.

J. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment hereto, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATION OF CONTRACTS -

TOOLS AND FORMS. Changes to the Grant shall be authorized to be approved by the following State or DOLA parties:

- a) **Approval by Division Director**
The Division Director of DOLA or his delegee shall have authority to approve changes to the Responsible Administrator and Key Personnel specified in §5 of **Exhibit B** and the Principal Representative in §16.
 - b) **Approval by DOLA Controller**
The DOLA Controller shall have authority to approve all changes to the Grant which are not reserved to the Division Director above.
- ii. By Operation of Law**
This Grant is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

K. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Exhibit A (Applicable Laws)
- ii. Colorado Special Provisions
- iii. The provisions of the main body of this Grant (excluding the cover page)
- iv. Any executed Option Letters
- v. Exhibit B (Scope of Project)
- vi. Exhibit E (Project Performance Plan)
- vii. The cover page of this Grant

L. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

M. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

N. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

O. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

P. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Grant and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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22. COLORADO SPECIAL PROVISIONS

A. The Special Provisions apply to all Grants except where noted in *italics*.

i. CONTROLLER'S APPROVAL. CRS §24-30-202 (1).

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

ii. FUND AVAILABILITY. CRS §24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

iii. GOVERNMENTAL IMMUNITY.

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

iv. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent Grantee and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits shall be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any Grant, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

v. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

vi. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

vii. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

viii. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without

limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

ix. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

x. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4.

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

xi. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Grant and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the Subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

xii. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101.

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the Effective Date of this Grant.

(Special Provisions - effective 1/1/09)

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE TOWN OF PARACHUTE</p> <p>By: _____ Name of Authorized Individual (print)</p> <p>Title: _____ Official Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, GOVERNOR DEPARTMENT OF LOCAL AFFAIRS</p> <p>By: _____ Irv Halter, Executive Director</p> <p>Date: _____</p> <hr/> <p style="text-align: center;">PRE-APPROVED FORM CONTRACT REVIEWER</p> <p>By: _____ Bret Hillberry, State Grants Program Manager</p> <p>Date: _____</p>
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ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER Robert Jaros, CPA</p> <p>By: _____ Janet Miks, CPA, Controller Delegate</p> <p>Date: _____</p>

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Energy Impact. The purpose of the Energy and Mineral Impact Assistance Program is to assist political subdivisions that are socially and/or economically impacted by the development, processing, or energy conversion of minerals and mineral fuels.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Town of Parachute shall hire a consultant to update the Town's land use codes.

2.2. Work Description. The Town of Parachute (Grantee) will hire a consultant to rewrite the Town of Parachute's land use codes relating to all land development regulations. The consultant shall use the new Parachute Master Plan to revise and update the existing regulations in order to develop a new performance oriented Planned Unit Development District and process to replace the existing mixed-use Planned Unit Development Zone.

2.2.1.A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees, RFP/bid advertisements, and attorney's fees.

2.6. Cost Savings. Cost Savings derived while completing the Project shall be:

2.6.1. split on a pro-rata basis between the State and Grantee

2.6.2. returned to the State

3. DEFINITIONS

3.1. "Cost Savings" means the Project Budget amount less the amount expended to complete the Work. Cost Savings are determined at the time the Work is completed and the final payment request is submitted by the Grantee to the State. Cost Savings do not result in payment by the State to Grantee above actual expenditures beyond the required ratio, but deobligates unexpended Grant Funds and reduces Grantee's matching funds requirement. State shall provide written notice to Grantee verifying any Cost Savings.

3.2. "Cumulative Budgetary Line Item Changes" means a cumulative or increasing accumulation of additional expenses within a specific line item as listed in §6.2 Budget within this **Exhibit B**.

3.3. Project Budget Line items.

3.3.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.4. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is a complete revision of the Town of Parachute's land use codes relating to all land development regulations.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Town of Parachute, Colorado.

4.3. Performance Measures. Grantee shall comply with the performance measures detailed in **Exhibit E**.

4.4. Budget Line Item Adjustments. Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.

4.4.1. Grantee shall have authority to adjust individual budget line amounts without approval of the State up to an aggregate of 10% of such line item from which the funds are moved. Such authority shall not allow Grantee to transfer to or between administration budget lines. Grantee's Responsible Administrator shall send written notification of allowed adjustments to the State within 30 days of such adjustment.

4.4.2. All changes to individual budget line amounts which are in excess of 10% but less than 24.99% of such line item from which the funds are moved (each a "**Minor Line Item Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(i)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change.

4.4.3. All changes to individual budget line amounts which are in excess of 24.99% of such line item from which the funds are moved shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.4.4. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this **§4.4** (each a "**Line Item Proposal**"), must be signed and dated by a person authorized to bind the Grantee to such Line Item Proposal.

4.5. Overall Budget Adjustments.

4.5.1. All changes to the overall Budget which are less than 24.99% (each a "**Minor Budget Adjustment**") shall require prior written approval of the DOLA Controller. Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(ii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. Minor Budget Adjustments shall not increase the Grant Funds.

4.5.1.1. Exception for Setting Final Initial Budget. Within 30 days of bid opening for its selection of its prime Subcontractor, Grantee shall submit a written request for changes to the overall Budget to revise the initial overall Budget estimate to align it with current market conditions (a "**True-up Budget Proposal**"). Grantee's Responsible Administrator shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State shall unilaterally execute an Option Letter accepting such request pursuant to **§7(C)(iii)** of the Grant. Grantee is not authorized to perform until Grantee receives an executed Option Letter accepting such change. True-up Budget Proposals shall not increase the Grant Funds. The overall Budget adjustment permitted by this **§4.5.1.1** is only permitted once under this Grant.

4.5.2. All changes to the overall Budget which are in excess of 24.99% shall require a prior written amendment executed by the Grantee and DOLA pursuant to **§21(J)** of the Grant. Grantee shall submit a written request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation.

Grantee is not authorized to perform until a bi-lateral amendment is fully executed by the DOLA Controller accepting such change.

4.5.3. Signature Authority. All Grantee notices and requests submitted to DOLA pursuant to this §4.5 (each a “Budget Proposal”), must be signed and dated by a person authorized to bind the Grantee to such Budget Proposal.

4.6. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) in the request and specify status of the Work in the Status Report. The report will contain an update of expenditure of funds by line item as per §6.2 of this Exhibit B Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended. This report is due within 30 days of the end of the quarter or more frequently at the discretion of the Grantee. See Exhibit E for specific submittal dates.

4.7. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify the State and seek its approval, which shall be at the State's sole discretion, as the State executed this Grant in part reliance on Grantee's representations regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as replacements are approved. All notices sent under this subsection shall be sent in accordance with §16 of the Grant.

5.2. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Stuart McArthur, Town Manager stuartmc@parachutecolorado.com, an employee or agent of Grantee, who is hereby designated as the responsible administrator of this Project. Such administrator shall be updated through the approval process in §5.1. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.3. Other Key Personnel: None. Such key personnel shall be updated through the approval process in §5.1.

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching Funds. Grantee shall provide the required (*see checked item*) Matching Funds, as listed in the “Matching Funds” column of §6.2 below during the term of this Project. Funds used as match on previous grant(s) cannot be used as Matching Funds for this Grant.

6.2. Budget

Budget Line Item(s)	Total Cost	Grant Funds	Matching Funds	Matching Funds Source
Consultant Services	\$70,000	\$35,000	\$35,000	Grantee
Total	\$70,000.00	\$35,000.00	\$35,000.00	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$33,250	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$1,750	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$35,000	

7.2. Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with §16 of the Grant:

Town of Parachute
 PO Box 100
 Parachute, Colorado 81635

7.3. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.6 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding

certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF	Name of Grantee Town of Parachute		
Project Number: 8065	Name of Project Municipal Code Update		
DESCRIPTION OF PROJECT:	The Town of Parachute shall hire a consultant to update the Town's land use codes		
DLG Staff: Elyse Ackerman - Regional Manager (970) 248-7333 EA			
MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...	
Put Project out to bid.	Within 60 days of the Effective Date of this Grant Agreement.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Consultant mobilization.	Within 120 days of the Effective Date of this Grant Agreement.	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Project Completion.	November 30, 2016	Review past quarterly reports and review final report.	ACHIEVED: <u>MM/DD/20YY</u>

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>4th Quarter 2015 1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016 4th Quarter 2016</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation shall consist of at least the following monitoring method:</p> <p>a) Question and answer sessions with the consultant to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review. Specifically, such sessions will determine if:</p> <p>i) A percentage of the land use code update documents have been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B; and</p> <p>ii) The information contains enough depth and detail to provide options to the Town for making decisions regarding the planned unit development district as described in Exhibit B.</p>	<p>(30 calendar days after each quarter):</p> <p>January 30, 2016 April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	January 30, 2016 April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	February 28, 2017	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT G Form of Option Letter

Date: 	Original Grant CMS #: 	Option Letter # 	CMS Routing #
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1) OPTIONS:

- a. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Line Item Adjustment (as defined in §4.4.2 of Exhibit B).
- b. Option to issue a new Budget (§6.2 of Exhibit B) for a Minor Budget Adjustment (as defined in §4.5.1 of Exhibit B).
- c. Option to issue a new Budget (§6.2 of Exhibit B) for acceptance of a True-Up Budget Proposal (as defined in §4.5.1.1 of Exhibit B).

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

- a. **For use with Option 1(a):** In accordance with §7(C)(i) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the Minor Line Item Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Line Item Adjustments shall not increase the Grant Funds or the total amount of the Budget.
- b. **For use with Option 1(b):** In accordance with §7(C)(ii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the Minor Budget Adjustment listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. Minor Budget Adjustments shall not increase the Grant Funds.
- c. **For use with Option 1(c):** In accordance with §7(C)(iii) of the Original Grant referenced above between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name** (“Grantee”), the State hereby approves the True-Up Budget Proposal listed on the attached revised Budget for §6.2 of Exhibit B. Section 6.2 of Exhibit B of the Original Grant is hereby deleted and replaced with the attached §6.2 of Exhibit B. All references to §6.2 of Exhibit B in the Original Grant shall refer to the attached Exhibit. True-Up Budget Proposals shall not increase the Grant Funds.

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or **Insert start date**, whichever is later.

STATE OF COLORADO John W. Hickenlooper GOVERNOR Colorado Department of Local Affairs
_____ By: Irv Halter, Executive Director
Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER Robert Jaros, CPA
By: _____ Janet Miks, CPA, Controller Delegate
Date: _____

EXHIBIT E – PROJECT PERFORMANCE PLAN

Funding: EIAF	Name of Grantee Town of Parachute		
Project Number: 8065	Name of Project Municipal Code Update		
DESCRIPTION OF PROJECT:	The Town of Parachute shall hire a consultant to update the Town's land use codes		
DLG Staff: Elyse Ackerman - Regional Manager (970) 248-7333 EA			
MILESTONES – Grantee shall...	By:	STATE ROLE- DLG shall...	
Put Project out to bid.	Within 60 days of the Effective Date of this Grant Agreement.	Assist Grantee with bidding process, if necessary. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Provide DOLA with Project Timeline.	Within 30 days of the Effective Date of the subcontract(s).	Review timeline to ensure timely completion of Project. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Consultant mobilization.	Within 120 days of the Effective Date of this Grant Agreement.	Monitor progress reports from the Grantee. Help Grantee identify if/when a Grant Agreement amendment is needed. Provide feedback to Grantee identifying issues or concerns, if any.	ACHIEVED: <u>MM/DD/20YY</u>
Project Completion.	November 30, 2016	Review past quarterly reports and review final report.	ACHIEVED: <u>MM/DD/20YY</u>

<p>Submit quarterly progress reports, which includes: Project Performance Plan accomplishments and a Financial Summary Report for:</p> <p>4th Quarter 2015 1st Quarter 2016 2nd Quarter 2016 3rd Quarter 2016 4th Quarter 2016</p> <p>Progress shall be evaluated by the Grantee and documented and included at least upon submittal of Quarterly Progress Reports. Such evaluation shall consist of at least the following monitoring method:</p> <p>a) Question and answer sessions with the consultant to confirm understanding by all parties as to the nature of the Work and how far along it should be dependent upon the Quarter under review. Specifically, such sessions will determine if:</p> <p>i) A percentage of the land use code update documents have been developed as per agreed time-line as would be expected under this Grant and described in Exhibit B; and</p> <p>ii) The information contains enough depth and detail to provide options to the Town for making decisions regarding the planned unit development district as described in Exhibit B.</p>	<p>(30 calendar days after each quarter):</p> <p>January 30, 2016 April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017</p>	<p>Review documents and provide follow up technical assistance as necessary.</p> <p>If needed, respond to a request for training within 10 days.</p>	<p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p> <p>ACHIEVED: <u>MM/DD/20YY</u></p>
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Submit, at a minimum quarterly basis, pay requests and supporting documentation of expenses.	January 30, 2016 April 30, 2016 July 30, 2016 October 30, 2016 January 30, 2017	Review backup documentation and proof of payment prior to approving pay request. Reimbursement should not exceed pro rata share.	ACHIEVED: <u>MM/DD/20YY</u>
Submit the Project Final Report to DLG within 90 days after the Project Completion or expiration of Grant Agreement.	February 28, 2017	Provide forms to Grantee within 30 days of completion of work or end of the Grant Agreement. Process the Final Report and deobligate any remaining grant funds within 30 days of receiving a complete Final report.	ACHIEVED: <u>MM/DD/20YY</u>

QUARTERLY QUESTIONS

List Reimbursement Requests for the three months being reported on:
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
<u>Month</u> January <u>Amount</u>
Were any months "zero payment" (no costs incurred) during this quarter? If so, please provide an explanation.
What are the forecasted costs for the next quarter?
Are the budget lines still adequate? Is a contract amendment needed at this time? Are there any anticipated concerns or issues?
Do you foresee any potential problems meeting the Grant Agreement completion deadline?
Were previously identified problems (if any) corrected? Was a budget adjustment needed/done to address the problem(s)?

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. Colorado Revised Statutes §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
2. 5 USC552a, as amended, Privacy Act of 1974.
3. 8 USC 1101, Immigration and Nationality Act.
4. 29 USC Chapter 8, §§201, 206, et seq., as amended, Labor.
5. 29 USC Chapter 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
6. 40 USC Subtitle II, et seq., as amended, Public Buildings and Works.
7. 40 USC 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
8. 40 CFR 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
9. 41 CFR Chapter 60, as amended, Executive Order 11246.
10. 41 USC 701, et seq., Drug Free Workplace Act of 1988.
11. 42 USC Chapter 21, et seq., as amended, Civil Rights.
12. CRS §24-34-302, et seq., as amended, Civil Rights Division.
13. CRS §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
14. CRS §24-75-601 et seq., as amended, Legal Investment of Public Funds.

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Garfield County
Federal Mineral Lease District

— Established 2011 —

Wednesday, October 28, 2015

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

**Re: Fall 2015 Grant Cycle – Traditional Grant Program
Contract No: 15-FT-04**

Dear Mr. McArthur,

Enclosed please find one original of the Grant Agreement (“Agreement”) pertaining to your grant award from the Garfield County Federal Mineral Lease District (“GCFMLD”) for the Fall 2015 Grant Cycle based on the Grant Application you submitted. Your award remains contingent on mutual execution of the Agreement.

Execution of the Agreement will require a separate resolution passed by your governing body indicating acceptance of the Grant Agreement and its terms and authority to sign the Agreement on behalf of the governing body.

Please make sure to fill out the entire Grant Application, including the Exhibits. Be sure to indicate your no later than start date (with description), and pay careful attention to your reimbursement option on Exhibit C. Please note Paragraph 16 has been redrafted from previous versions of this agreement. Please make sure the fully executed Grant Agreement is returned timely and with all necessary attachments to the District office no later than noon Friday, November 20, 2015. Please direct any questions regarding the Agreement to info@garfieldfml.org.

Sincerely yours,

GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT
BOARD OF DIRECTORS

encl: Grant Agreement
cc: file

NOV 02 2015 11:43

GRANT AGREEMENT

CONTRACT NUMBER: 15-FT-04
PROJECT NAME: Utility Line Relocation
GRANT: \$300,000.00
AWARD DATE: October 21, 2015
COMPLETION DATE: October 21, 2017

ORIGINAL

PARTIES TO AGREEMENT:

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

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* (2015), 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 2015, Grantor created a grant program, pursuant to which eligible entities could apply for grants for eligible purposes. Grantee responded to the **Fall 2015 Grant Cycle** by submitting a detailed grant application (hereinafter “Grant Application”).
- E. Grantor approved Grantee’s Grant Application on **October 21, 2015**, 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 **three hundred thousand dollars and no cents (\$300,000.00)** (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 21, 2017** (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. *Grantor-Grantee Relations.* Grantor and Grantee seek to maintain positive relations through the course of the Project and in the administration of this Agreement.
 - a. *Forms.* Grantee agrees to utilize only GCFMLD-authorized forms, supplying all supporting documentation they require.
 - b. *Signs.* At its expense Grantor will provide signage that Grantee shall display at a prominent location(s) on the Project site before and through completion of the Project. Grantee shall retrieve the signage from and return the signage to the GCFMLD District Office, 817 Colorado Ave., Suite 201, Glenwood Springs, CO. If Grantee wants to use alternative or additional signage referencing Grantor at the project site, Grantor shall approve in advance the design of any such signage. Grantee shall inform the GCFMLD of the need for replacement signage. If the GCFMLD fails to provide replacement signage, Grantee is relieved of the obligations of this paragraph. Grantor may waive signage requirements in its sole discretion.
 - c. *Publicity.* Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events, and shall acknowledge GCFMLD funding at any such event.
 - d. *Photos.* Grantee shall provide quality digital photographs of the completed Project with the Final Report. Photos shall be submitted only on a USB drive or a CD, not as printed copies or via email. Grantor reserves the right to utilize any or all such photographs to promote the GCFMLD and its purposes.
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 that 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 9th 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.* 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 than noon on Friday, November 20, 2015**. Thereafter, Grantor will execute the Agreement and retain the original in the GCFMLD offices, returning a photocopy to Grantee.

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the _____ day of November, 2015.

GRANTOR:
GARFIELD COUNTY
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:
TOWN OF PARACHUTE, COLORADO

By: _____
Gregg Rippey
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



Garfield County
Federal Mineral Lease District

— Established 2011 —

Thursday, October 29, 2015

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

Re: Fall 2015 Grant Cycle – Mini Grant Program – Contract No: 15-FM-05

Dear Mr. McArthur,

Enclosed please find one original of the Mini Grant Agreement (“Agreement”) pertaining to your grant award from the Garfield County Federal Mineral Lease District (“GCFMLD”) for the Fall 2015 Grant Cycle based on the Grant Application you submitted for the Mini Grant Program. Your award remains contingent on mutual execution of the Agreement.

Execution of the Agreement will require a separate resolution passed by your governing body indicating acceptance of the Agreement and its terms, and authority to sign the Agreement on behalf of the governing body.

Please make sure to fill out the entire Grant Application, including the Exhibits. Be sure to indicate your no later than start date (with description). Please note Paragraph 14 has been redrafted from previous versions of this agreement.

Please make sure the fully executed Agreement is returned timely and with all necessary attachments to the District office no later than noon Friday, November 20, 2015. Please direct any questions regarding the Agreement to info@garfieldfml.org.

Sincerely yours,

GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT
BOARD OF DIRECTORS

enc: Mini Grant Agreement

cc: file

MINI GRANT AGREEMENT

CONTRACT NUMBER: 15-FM-05
PROJECT NAME: Radar and School Speed Signs
GRANT: \$25,000.00
AWARD DATE: October 21, 2015
COMPLETION DATE: October 21, 2016

ORIGINAL

PARTIES TO AGREEMENT:

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

Recitals

- A. The Garfield County Federal Mineral Lease District (hereinafter "Grantor" or "GCFMLD") is 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* (2015) (hereinafter "the Act") and governed by a Board of Directors (hereinafter "Board").
- B. Grantee is a political subdivision of the State of Colorado, and is therefore eligible to receive grant funding from Grantor under the Act and 30 U.S.C. §191.
- C. Grantee submitted a grant application (hereinafter "Grant Application") in response to Grantor's **Fall 2015 Grant Cycle** and the Mini Grant Program.
- D. Grantor approved Grantee's Grant Application for a Mini Grant on **October 21, 2015**, conditioned on the execution of this Mini Grant Agreement (hereinafter "Agreement").
- E. The project (hereinafter "Project") is as described in the Grant Application and qualifies for GCFMLD funding as either (1) planning, (2) construction and maintenance of public facilities, or (3) provision of public services.

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 as follows:

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 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 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 **twenty-five thousand dollars and no cents (\$25,000.00)** (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 21, 2016** (the "Completion Date"), one calendar year after the Board's approval of the Project. Requests for extension of the Completion Date are discouraged but should be directed in writing to the Board.
8. *Disbursement of Funds.* The Grant is subject to the following requirements and conditions:
 - a. The Grant 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.
9. *Sufficiency of Grant Funds.* Grantor warrants that Grantor has available sufficient funds to fund the Grant.
10. *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 10.a. may be deemed a breach by Grantee under Paragraph 18, 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.
11. *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 Paragraph 10. Grantee may temporarily close such public access for construction, maintenance, emergency situations, or other reasonable purposes.
12. *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.
13. *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.
14. *Grantor-Grantee Relations.* Grantor and Grantee seek to maintain positive relations through the course of the Project and in the administration of this Agreement.
- a. *Forms.* Grantee agrees to utilize only GCFMLD-authorized forms, supplying all supporting documentation they require.
 - b. *Signs.* At its expense Grantor will provide signage that Grantee shall display at a prominent location(s) on the Project site before and through completion of the Project. Grantee shall retrieve the signage from and return the signage to the GCFMLD District Office, 817 Colorado Ave., Suite 201, Glenwood Springs, CO. If Grantee wants to use alternative or additional signage referencing Grantor at the project site, Grantor shall approve in advance the design of any such signage. Grantee shall inform the GCFMLD of the need for replacement signage. If the GCFMLD fails to provide replacement signage, Grantee is relieved of the obligations of this paragraph. Grantor may waive signage requirements in its sole discretion.

- c. *Publicity.* Grantee shall acknowledge GCFMLD funding in all publicity issued by it concerning the Project. Grantee shall give the GCFMLD a minimum 30 days' notice of any Project grand openings, dedications, or other events, and shall acknowledge GCFMLD funding at any such event.
 - d. *Photos.* Grantee shall provide quality digital photographs of the completed Project with the Final Report. Photos shall be submitted only on a USB drive or a CD, not as printed copies or via email. Grantor reserves the right to utilize any or all such photographs to promote the GCFMLD and its purposes.
15. *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.
16. *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.
17. *Inspection.* Throughout the term of this Agreement, Grantor shall have the right to inspect the Project to ascertain compliance with this Agreement.
18. *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;

19. *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.

20. *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.

21. *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.
22. *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 9th Judicial District Court, State of Colorado, in Glenwood Springs, CO.
23. *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.
24. *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.
25. *Time is of the Essence.* Time is of the essence in this Agreement.
26. *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.
27. *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.
28. *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.
29. *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.
30. *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.
31. *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.

32. *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

33. *No Later Than Start Date.* Part of the GCFMLD’s mission is 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: _____

34. *Execution and Effective Date.* To be eligible for the Grant, Grantee shall fully execute the original Agreement including all Exhibits listed in paragraph 32 above and deliver the same to Grantor **no later than noon on Friday, November 20, 2015**. 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.

ORIGINAL ORIGINAL

IN WITNESS WHEREOF, the parties by signature below of their authorized representatives execute this Agreement effective as of the ____ day of November, 2015.

GRANTOR:
GARFIELD COUNTY
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:
TOWN OF PARACHUTE, COLORADO

By: _____
Gregg Rippey
President, GCFMLD Board

By: _____
Stuart McArthur
Administrator, Town of Parachute

ORIGINAL

ATTACH EXHIBIT A

ATTACH EXHIBIT B

Addyson Full
Harper

Lahgan McClung

Taylor Mills

Daniel Moreno

Hunter Smith

Mam
Smith

Alexanna Preble

Albrecey Salameh
19

Kade ~~Full~~

Walter
Smith

Pring

Dear Town of Parachute,

GVHS Leadership graciously thanks you for painting the cardinal claws on Cardinal Way. This provides GVHS students with a memorable experience. Thank you for making GVHS better!

Sincerely,
GVHS Leadership.

Town of Parachute,
GVHS Leadership graciously thanks you for
supporting the GVHS bonfire. Your efforts to
help push up the bonfire provided GVHS
students with a memorable experience.
Thank you for making GVHS better!

Sincerely,
GVHS Leadership

Dania Moreno

John Parker

Amy Moore

Allie Doney