



AGENDA
TOWN OF PARACHUTE
BOARD OF TRUSTEES REGULAR MEETING
MAY 19, 2016
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 APRIL 21, 2016 REGULAR MEETING
- (2) EXPENDITURES PAID IN APRIL 2016

(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.
PLEASE NOTE: THIS MEETING IS BEING AUDIO AND VIDEO RECORDED.

(F) DEPARTMENTAL REPORTS:

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

(G) LIQUOR LICENSE APPLICATION FOR TRANSFER OF RETAIL LIQUOR STORE

APPLICANT: MARIBEL PENA GARCIA
APPLYING AS: MG LIQUORS, LLC / TRANSFERING FROM ANTLER LIQUOR
DBA: MG LIQUORS
LOCATION: 393 EAST 2ND STREET UNIT 2
 PARACHUTE, CO. 81635
ADDRESS: 14 MOHAGONY CIRCLE
 PARACHUTE, CO 81635

STAFF: S. DENISE CHIARETTA

(H) RECOGNITION FOR S. DENISE CHIARETTA, RETIRING TOWN CLERK

(I) PRESENTATION BY WPX

PRESENTER: JEFF KIRKLAND, WPX

(J) BOARD CONSIDERATION AND APPOINTMENT OF D. LYNN STROUD AS TOWN FINANCE DIRECTOR

STAFF: S. DENISE CHIARETTA, TOWN CLERK

(K) CONTINUATION OF PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES TO CONSIDER AN APPLICATION FROM GOOD DAY, LLC FOR A LICENSE TO OPERATE A RETAIL MARIJUANA MANUFACTURING FACILITY IN A NEIGHBORHOOD COMMERCIAL ZONED AREA.

APPLICANT/OWNER: Good Day, LLC
DBA: Elevated Edibles
P.O. Box 178
42352 Long Gulch Road
Crawford, CO 81415

PROJECT NAME: Public hearing to seek authorization from the Town of Parachute for a retail marijuana manufacturing license in a Neighborhood Commercial zoned area.

PROJECT LOCATION: 101 Cardinal Way, Units 8 & 9
Parachute, CO 81635

LEGAL DESCRIPTION(S): Section: 12
Township: 7
Range: 96 A TR
Subdivision: ST. JOHN ADD Lot: 3

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

(L) BOARD CONSIDERATION OF ORDINANCE NO. 695-2016

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING AND ESTABLISHING WATER AND WASTEWATER RATES FOR WATER AND WASTEWATER SERVICE PROVIDED BY THE TOWN OF PARACHUTE

STAFF: STUART McARTHUR, TOWN MANAGER
D. LYNN STROUD, FINANCE DIRECTOR
JEFFREY CONKLIN, TOWN ATTORNEY

(M) BOARD CONSIDERATION OF ORDINANCE NO. 699-2016

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ADDING A NEW SECTION, 12.01.110 TO THE PARACHUTE MUNICIPAL CODE AUTHORIZING AND REGULATING THE USE OF OFF-HIGHWAY VEHICLES WITHIN THE TOWN.

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

(N) BOARD CONSIDERATION OF ORDINANCE NO. 700-2016

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, ESTABLISHING THE TOWN OF PARACHUTE NOXIOUS WEED ADVISORY BOARD AND AMENDING CHAPTER 8.01 OF THE PARACHUTE MUNICIPAL CODE TO PROVIDE FOR ITS AUTHORITY.

STAFF: STUART McARTHUR, TOWN MANAGER
MARK KING, PUBLIC WORKS DIRECTOR

(O) BOARD CONSIDERATION OF ORDINANCE NO. 701-2016

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO TO ENACT AN EXCISE TAX ON THE MANUFACTURING OF RETAIL AND MEDICAL MARIJUANA AND THE CULTIVATION OF MEDICAL MARIJUANA, WITH FUNDS FROM SUCH TAXES TO FUND THE TOWN'S GENERAL OPERATIONS, AND TO SUBMIT THIS ORDINANCE FOR APPROVAL OF THE REGISTERED VOTERS OF THE TOWN OF PARACHUTE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016.

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

(P) BOARD CONSIDERATION OF ORDINANCE NO. 702-2016

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO SUBMITTING TO THE TOWN'S REGISTERED ELECTORS A BALLOT QUESTION PERTAINING TO THE TOWN'S AUTHORITY TO PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND/OR ADVANCED SERVICE WITHIN THE TOWN.

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

(Q) BOARD CONSIDERATION OF AGREEMENT WITH WAGNER EQUIPMENT TO PURCHASE A MINI EXCAVATOR FOR THE AMOUNT OF \$62,788.00 AND APPROVE MAYOR TO SIGN.

STAFF: STUART McARTHUR, TOWN MANAGER
MARK KING, PUBLIC WORKS DIRECTOR

(R) BOARD CONSIDERATION OF A GRANT AGREEMENT WITH GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT (GCFMLD) FOR THE REMODEL OF THE REST AREA.

STAFF: STUART McARTHUR

(S) BOARD CONSIDERATION OF CONTRACT BETWEEN THE TOWN OF PARACHUTE AND DACK JANIELS TOURING, INC FOR OKTOBERFEST CONCERT SERVICES FROM CHASE RICE.

STAFF: DEREK WINGFIELD

(T) OTHER MATTERS

- (1) GRAND VALLEY GIVERS THANK YOU
 - (2) GRAND VALLEY HIGH SCHOOL THANK YOU
 - (3) INVITATION FROM THE GRAND VALLEY EDUCATIONAL FOUNDATION
-

(U) EXECUTIVE SESSION (IF NECESSARY)

(V) MOTION TO ADJOURN

Adjourned at: _____ p.m.



**MINUTES
BOARD OF TRUSTEES REGULAR MEETING
APRIL 21, 2016**

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.

Meeting called to order by Mayor McClung at 6:30 pm

(A) CALL TO ORDER AND ROLL CALL:

TRUSTEES PRESENT: John Loschke
Dan Manzanares
Tim Olk
Tom Rugaard
Travis Sproles
Juanita Williams

MAYOR: Roy McClung

TRUSTEES ABSENT: None

STAFF PRESENT: Town Manager Stuart McArthur
Town Clerk Denise Chiaretta
Deputy Town Clerk Lucy Cordova
Public Works Director Mark King
Police Chief Parmenter

AUDIENCE LIST ATTACHED

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

MOTION NO. 1:

Moved and seconded by trustees Rugaard / Sproles to approve agenda with the change that West Run INC. has withdrawn their application and will not be on the agenda.

Vocal Vote passed unanimously

(D) CONSENT AGENDA:

Integrity

Respect

*Teamwork
Diversity*

Pride

Innovation

- (1) MINUTES FROM THE MARCH 17, 2016, REGULAR MEETING (HANDOUT PRIOR TO MEETING)
- (2) EXPENSES PAID IN MARCH 2016
- (3) RETAIL WINE AND 3.2 BEER LICENSE RENEWAL
APPLICANT: HONG'S GARDEN INC
DBA: HONG'S GARDEN
LOCATION: 333 EAST 2ND STREET
ADDRESS: P.O. BOX 173
PARACHUTE, CO 81635

MOTION NO 2:

Moved and seconded by trustees Loschke / Olk to approve the consent agenda.

Motion passed unanimously.

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

Joseph Kittson

200 Colorado Ave. Apt. #4202

Parachute, CO

Joseph read a letter in support of Legal Marijuana.

Todd Barton

2367 20 ½ Road

Debeque, CO

Todd Barton spoke against the water rate restructuring. He stated if the Ordinance passed he would sell his property and move.

Pam Jarrett

184 south second court

Parachute, CO

Pam addressed some issues of things being said on Facebook. She stated Town Manager has not responded to two e-mails to meet with her.

Dave Devaney

28 Snowbird Place

Parachute, CO

Mr. Devaney gave an update on the LOVA trails group and stated that the rest area is now open. Grand Valley Parks Association is planning on holding Grand Valley Days July 29-30.

Judith Hayworth

180 South Second Court

Parachute, CO

Judith stated her discontent with Town Manager McArthur. "Coordination with other organizations is a must. Stuart McArthur said he wanted nothing to do with the historic society or with me. He refused to pay the 50 Dollars for a dinner, another person paid for it. We don't get any help or communication from the Town."

Dan Sullivan

315 E 1st street

Parachute, CO

“I am so proud of the Town and the people who finally stepped up and said we like the direction this is going in”.

(F) DEPARTMENTAL REPORTS:

- (1) Mayor and Board of Trustees..... Mayor and Trustees
Mayor McClung stated he thought that AGNC is doing a good job at addressing our rural concerns.
Trustee Loschke stated that he believes that the town does need to annex westward, but does not necessarily need to have a cultivation in that area.
Trustee Manzanares thanked Town Manager McArthur for the work that he and his staff have done on Cinco De Mayo. He has seen it on the electronic signs and on the web page.
Trustee Williams stated that maybe this was not the appropriate time but she believed that Bud’s is not in compliance with the sign code. He has a banner on the fence and a lighted sign and she believes that that is something the Town should look into.
Trustee Rugaard echoed Trustee Loschke’s feelings about annexing in to the Town westward.

- (2) Town Manager Monthly Update Stuart McArthur, Town Manager
Town Manager McArthur asked Deputy Town Clerk Cordova to come forward and give and over view of the Cinco De Mayo. Deputy Town Clerk Cordova explained that there would be several bands food carts, laser tag, bouncy house face painting and a beer cart, something for the whole family and she is excited and is hoping the weather will be nice. Deputy Town Clerk Cordova also informed the Board that she has now setup Facebook for the Town, she will put information on face book that will also inform the community of events. Town Manager McArthur went over tax revenues for the town. Marijuana constitutes 13% of our sales tax.

- (3) Community Development Report Stuart McArthur, Town Manager
Town Manager McArthur talked about Town cleanup day on May 20th, and added that more permits are being pulled for work in Town.

- (4) Public Works Department Monthly Update..... Mark King, Public Works Director
Public Works Director King stated irrigation system is turned on for the summer season. He stated his department is looking for mowers for the new workers to keep the Town clean. He stated the Town needs to set up a weed advisory board.

- (5) Police Department Monthly Update..... Cary Parmenter, Police Chief
Police Chief Cary talked about neighborhood watch. “Good neighbors make great communities” class in the coming months. Mock DUI went very well with the high school.

(G) SWEARING IN OF NEWLY ELECTED MEMBERS OF THE BOARD OF TRUSTEES:

- TRAVIS SPROLES TRUSTEE
FRED ANDERSEN TRUSTEE
JUANITA WILLIAMS TRUSTEE
JOHN LOSCHKE TRUSTEE
Town Clerk Chiaretta asked the newly elected trustees to come forward to be sworn in.

(H) BOARD CONSIDERATION OF AND APPOINTMENT OF MAYOR PRO-TEM

When the new board was seated a motion was made to appoint the Mayor Pro-Tem.

MOTION NO. 3

Moved and seconded by trustees Loschke / Olk to appoint Trustee Juanita Williams Mayor Pro-tem.

Motion passed unanimously.

(I) PUBLIC MEETING OF THE BOARD OF TRUSTEES REGARDING THE TOWN OF PARACHUTE 2015 UPDATED COMPREHENSIVE PLAN AS ADOPTED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF PARACHUTE. (CANCELLED).

(J) PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES TO CONSIDER AN APPLICATION FROM GOOD DAY, LLC FOR A LICENSE TO OPERATE A RETAIL MARIJUANA MANUFACTURING FACILITY IN A NEIGHBORHOOD COMMERCIAL ZONED AREA. (TO BE CONTINUED)

APPLICANT/OWNER: Good Day, LLC
DBA: Elevated Edibles
P.O. Box 178
42352 Long Gulch Road
Crawford, CO 81415

PROJECT NAME: Public hearing to seek authorization from the Town of Parachute for a retail marijuana manufacturing license in a Neighborhood Commercial zoned area.

PROJECT LOCATION: 101 Cardinal Way, Units 8 & 9
Parachute, CO 81635

LEGAL DESCRIPTION(S): Section: 12
Township: 7
Range: 96 A TR
Subdivision: ST. JOHN ADD Lot: 3

Public Hearing called to order at 7:59 p.m.
Staff present
Applicant presentation
Public Comments

MOTION NO. 3:

Moved and seconded by trustees Loschke / Rugaard to continue a Retail Marijuana License to applicant Good Day, LLC to May 19th, 2016 DBA: Elevated Edibles at 101 Cardinal Way Unites 8 & 9.

Trustee Sproles recused himself for personal reasons.

Motion passed unanimously.

**(K) BOARD CONSIDERATION OF ORDINANCE NO. 695-2016
AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING AND
ESTABLISHING WATER AND WASTEWATER RATES FOR WATER AND
WASTEWATER SERVICE PROVIDED BY THE TOWN OF PARACHUTE**

MOTION NO. 4:

Moved and seconded by trustees Loschke / Sproles to table Ordinance NO.695-2016 to consider the irrigation and Cotton View apartment owner concerns.

*AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING AND
ESTABLISHING WATER AND WASTEWATER RATES FOR WATER AND WASTEWATER
SERVICE PROVIDED BY THE TOWN OF PARACHUTE*

Motion passed unanimously

**(L) PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES TO CONSIDER A
DEVELOPMENT REVIEW APPLICATION FROM WEST RUN, INC. TO ANNEX A
PARCEL OF LAND INTO THE TOWN OF PARACHUTE.**

APPLICANT/OWNER:	West Run, Inc., Applicant 2536 Rimrock Ave. Suite 400-380 Grand Junction, CO 81505 Jesse Carnahan, Owner 8495 Highway 6 Parachute, CO 81635
PROJECT NAME:	Public hearing to seek authorization from the Town of Parachute to annex a parcel of land into the Town of Parachute.
PROJECT LOCATION:	8495 Highway 6 Parachute, CO 81635
LEGAL DESCRIPTION(S):	Section: 13 Township: 7 Range: 96 A Lot: 3 AKA LOT 2 FISCHER #1 EXEMPTION

APPLICATION WITHDRAWN

**(M) BOARD CONSIDERATION OF ORDINANCE NO. 697-2016
AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ANNEXING TO THE
TOWN OF PARACHUTE, COLORADO CERTAIN REAL PROPERTY KNOWN AS THE
WEST RUN ANNEXATION PARCEL**

APPLICATION WITHDRAWN

- (N) **PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES TO CONSIDER A DEVELOPMENT REVIEW APPLICATION FROM WEST RUN, INC. TO ESTABLISH ZONING FOR AN ANNEXED PARCEL.**

APPLICANT/OWNER: West Run, Inc., Applicant
2536 Rimrock Ave. Suite 400-380
Grand Junction, CO 81505
Jesse Carnahan, Owner
8495 Highway 6
Parachute, CO 81635

PROJECT NAME: Public hearing to seek authorization from the Town of Parachute to establish zoning for an annexed parcel.

PROJECT LOCATION: 8495 Highway 6
Parachute, CO 81635

LEGAL DESCRIPTION(S): Section: 13
Township: 7
Range: 96 A
Lot: 3 AKA LOT 2 FISCHER #1
EXEMPTION

APPLICATION WITHDRAWN

- (O) **BOARD CONSIDERATION OF ORDINANCE NO. 698-2016 AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ZONING CERTAIN REAL PROPERTY KNOWN AS THE WEST RUN ANNEXATION PARCEL**

APPLICATION WITHDRAWN

- (P) **PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES TO CONSIDER A DEVELOPMENT REVIEW APPLICATION FROM WEST RUN, INC. FOR A SPECIAL USE REVIEW TO BUILD A RETAIL MARIJUANA CULTIVATION FACILITY IN A SERVICE COMMERCIALY ZONED AREA.**

APPLICANT/OWNER: West Run, Inc.
2536 Rimrock Ave. Suite 400-380
Grand Junction, CO 81505

PROJECT NAME: Public hearing to seek authorization from the Town of Parachute for a Special Use Review to build a Retail Marijuana Cultivation Facility in a Service Commercially zoned area.

PROJECT LOCATION: 8495 Highway 6
Parachute, CO 81635

LEGAL DESCRIPTION(S): Section: 13
Township: 7

Range: 96 A
Lot: 3 AKA LOT 2 FISCHER #1
EXEMPTION

APPLICATION WITHDRAWN

(Q) BOARD CONSIDERATION OF RESOLUTION NO. 2016-13

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, APPROVING A SPECIAL REVIEW USE PERMIT FOR WEST RUN, INC. TO OPERATE A RETAIL MARIJUANA CULTIVATION FACILITY

APPLICATION WITHDRAWN

(R) PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES TO CONSIDER AN APPLICATION FROM WEST RUN, INC. FOR A LICENSE TO OPERATE A RETAIL MARIJUANA CULTIVATION FACILITY IN A SERVICE COMMERCIAL ZONED AREA.

APPLICANT/OWNER: West Run, Inc.
2536 Rimrock Ave. Suite 400-380
Grand Junction, CO 81505

PROJECT NAME: Public hearing to seek authorization from the Town of Parachute for a license to operate a Retail Marijuana Cultivation Facility in a Service Commercial zoned area.

PROJECT LOCATION: 8495 Highway 6
Parachute, CO 81635

LEGAL DESCRIPTION(S): Section: 13
Township: 7
Range: 96 A
Lot: 3 AKA LOT 2 FISCHER #1
EXEMPTION

APPLICATION WITHDRAWN

(S) BOARD CONSIDERATION OF RESOLUTION NO. 2016-14
A RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE CONSTRUCTION OF AN ACCESS RAMP TO THE COLORADO RIVER FOR OUTDOOR RECREATION PURPOSES.

MOTION NO. 6

Moved and seconded by trustees Loschke / Rugaard to adopt Resolution NO. 2016-14

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO STATE DEPARTMENT OF LOCAL AFFAIRS (DOLA) FOR THE CONSTRUCTION

OF AN ACCESS RAMP TO THE COLORADO RIVER FOR OUTDOOR RECREATION PURPOSES.

Motion passed unanimously.

- (T) **BOARD CONSIDERATION OF BID AWARD TO AND AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND PLAN TOOLS LLC, TO UPDATE TITLE 15 (DEVELOPMENT REVIEW) OF THE TOWN OF PARACHUTE MUNICIPAL CODE AND APPROVE THE MAYOR TO SIGN.**

MOTION NO. 7

Moved and seconded by trustees Rugaard / Olk to enter into the agreement with Plan Tools LLC, and authorize the mayor to sign same.

Motion passed unanimously.

- (U) **BOARD CONSIDERATION OF BID AWARD TO ACQUIRE SCHOOL ZONE SIGNS AND RADAR SPEED SIGNS FROM TAPCO AND APPROVE THE MAYOR TO SIGN ACCEPTANCE.**

MOTION NO. 8

Moved and seconded by trustees Rugaard / Olk to award bid to acquire school zone signs and radar speed signs from Tapco and authorize the mayor to sign same.

Motion passed unanimously.

- (V) **OTHER MATTERS**
(1) NONE
-

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

MOTION NO. 9

Moved and seconded by trustees Rugaard / Olk to move into an 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 / LAND ACQUISITION

Motion passed unanimously.
Moved into executive session at 8:38 p.m.
Returned to open meeting at 8:55 p.m.

(X) MOTION TO ADJOURN

MOTION NO.10

Moved and seconded by trustees Rugaard/ Williams to adjourn
Vocal Vote Unanimously

Adjourned at: 8:57 p.m.

Mayor

ATTEST:

Town Clerk

APRIL 2016 EXPENDITURES REPORT

Transaction Date	Check Number	Payee	Description	Check Amount
4/1/2016	20500	AFLAC	EMPLOYEE BENEFIT	575.12
4/12/2016	20503	ANN ARRINGTON	ELECTION JUDGE	100.00
4/14/2016	20511	AUSTIN CIVIL GROUP, INC.	ENGINEERING	2,947.50
4/14/2016	20512	BBC RESEARCH & CONSULTING	ECONOMIC STUDY (MARIJUANA)	12,500.00
4/14/2016	20513	CASELLE INC	MONTHLY SOFTWARE SUPPORT FEE	525.33
4/14/2016	20514	CBI	POLICE - BLOOD / DRUG TESTING	30.00
4/1/2016	20501	CEBT	EMPLOYEE BENEFIT	20,938.60
4/14/2016	20515	COMMERCIAL SPECIALISTS, INC.	ANNUAL TESTING - ALARM SYSTEM	615.00
4/14/2016	20516	DENISE CHIARETTA	MILEAGE REIMBURSEMENT	49.14
4/14/2016	20517	DEPENDABLE WASTE SERVICES	CONTRACTED TRASH REMOVAL	9,171.00
4/12/2016	20505	DEREK WINGFIELD	MILEAGE REIMBURSEMENT	243.80
4/14/2016	20518	DESKTOP CONSULTING, INC.	IT SERVICES	467.50
4/14/2016	20519	ELWOOD STAFFING	TEMP AGENCY EMPLOYEE SERVICES	4,643.40
4/14/2016	20520	FIKES WEST, INC.	PARK / TOWN BUILDING FRESHENER SERVICE	64.50
4/14/2016	20521	FILTER TECH SYSTEMS, INC.	WATER DEPT - PARTS	216.27
4/20/2016	70100068	FIRE AND POLICE PENSION ASSOC.	EMPLOYEE BENEFIT	3,742.45
4/14/2016	20522	GRAND VALLEY GIFT SERVICES	CUSTOM GOURMET FRUIT (JOHN LOSCHKE)	80.00
4/14/2016	20523	H&K TRUCKING, LLC	LIFT STATION CLEANING	1,390.50
4/14/2016	20524	HILL AND ROBBINS P.C.	LEGAL - WATER COUNCIL	68.58
4/14/2016	20525	JANET SORENSON	COURT - REIMB CITATION OVERPAYMENT	15.25
4/12/2016	20506	JUDITH TOPAL	ELECTION JUDGE	100.00
4/12/2016	20507	KACY RADCLIFF	ELECTION JUDGE	100.00
4/20/2016	70100069	KANSAS CITY LIFE INS.	EMPLOYEE BENEFIT	779.87
4/12/2016	20508	NICKIE GOMEZ	ELECTION JUDGE	100.00
4/1/2016	20502	ORCHARD TRUST COMPANY, LLC	EMPLOYEE BENEFIT	2,414.67
4/14/2016	20510	ORCHARD TRUST COMPANY, LLC	EMPLOYEE BENEFIT	2,425.05
4/5/2016	1	PAYFLEX HRA REIMB	EMPLOYEE BENEFIT	\$1,194.34
4/12/2016	2	PAYFLEX HRA REIMB	EMPLOYEE BENEFIT	1,117.70
4/19/2016	3	PAYFLEX HRA REIMB	EMPLOYEE BENEFIT	2,885.22
4/12/2016	20509	PAYFLEX SYSTEMS, USA INC.	EMPLOYEE BENEFIT	300.00
4/11/2016	70100078	PAYLOCITY CORP	QUARTERLY PAYROLL REPORT PREPARATION	240.00
4/14/2016	70100071	PAYLOCITY CORP	NET PAYROLL - PRINTED CHECKS	611.54
4/14/2016	70100072	PAYLOCITY CORP	PAYROLL LIABILITIES PAYABLE	11,560.24
4/14/2016	70100073	PAYLOCITY CORP	PREPARATION FEE	98.80
4/15/2016	70100070	PAYLOCITY CORP	NET PAYROLL - DIRECT DEPOSIT	31,332.17
4/30/2016	70100074	PAYLOCITY CORP	NET PAYROLL - DIRECT DEPOSIT	29,683.09
4/30/2016	70100075	PAYLOCITY CORP	NET PAYROLL - PRINTED CHECKS	374.75
4/30/2016	70100076	PAYLOCITY CORP	PAYROLL LIABILITIES PAYABLE	10,211.11
4/30/2016	70100077	PAYLOCITY CORP	PREPARATION FEE	130.60
4/14/2016	20526	R & S SALES & WELDING SERVICE	OXYGEN TANK RENTAL	12.00
4/14/2016	20527	SNOB PRODUCTIONS INC	OKTOBERFEST ENTERTAINMENT 50% DOWN	5,750.00
4/14/2016	20528	STEVEN A. NOFZIGER	POLICE - TOW SERVICES	500.00
4/14/2016	20529	SUNSTATE EQUIPMENT	PUBLIC WORKS - EQUIPMENT RENTAL	742.49

4/14/2016	20530	TY MORGAN	OKTOBERFEST TALENT ORGANIZER FEE	11,150.00
4/27/2016	70100085	UMB	CREDIT CARD PAYMENT	13,738.12
4/11/2016	70100079	WELLS FARGO	MONTHLY CREDIT CARD TRANSACTION FEES	279.21
4/13/2016	70100080	WELLS FARGO	PUBLIC WORKS - GOING AWAY GIFT CARDS	550.00
4/14/2016	20531	WELLS FARGO	CINCO DE MAYO BANDS 50%	3,250.00
4/15/2016	70100081	WEX, INC.	FUEL	1,638.13
4/22/2016	70100083	XCEL ENERGY	FACILITY UTILITIES	4,302.34
4/26/2016	70100084	XCEL ENERGY	STREET LIGHT UTILITIES	3,289.30
			TOTAL MONTHLY EXPENDITURES	<u>\$199,244.68</u>



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: May 19, 2016

TO: Board of Trustees

FROM: Stuart S. McArthur, Town Manager 

SUBJECT: TOWN MANAGER MONTHLY REPORT – MAY 2016

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 (April receipts for February sales) sales tax and comparing the last three years is attached to this report. You will note that sales tax YTD is down slightly (0.78%) from last year at this time. The sales tax receipts are up by 35.03% for the month compared to 2015 actuals. Of the \$66,538 tax receipt figure, \$13,455 is from the sale of recreation marijuana, representing about 20.3% of all sales tax. This was the first full month of cannabis sales. Without these sales, the revenue would be up only 7.7% or \$53,083. I would suggest that without the recreation marijuana sales the overall sales tax would actually be down.

The Town received the Town's portion of the State of Colorado Sales Tax on marijuana. It is a check for \$4,743.98. With the addition of this amount, the total sales tax receipts related to recreation marijuana is \$18,198.64. This amount represents 25.6% of the total receipts of \$71,281.73.

I have performed an analysis on 17 of the highest payers of sales tax in the Town. From January 2016 to February 2016 (one month), average sales tax for these companies is up by nearly 11.0%.

2. Owners of the retail shops have approached me to inquire about being able to stay open until midnight. The current allowable hours of operation are from 9:00 a.m. to 9:00 p.m. Monday through Sunday. Does the Board want me to bring an ordinance to the June meeting to consider allowing the retail shops to be able to stay open until midnight?
3. A meeting regarding the final version of the comprehensive plan is scheduled for May 18th at 6:00 p.m. at Town Hall. The adoption of the plan is scheduled for a public hearing during the June 9th Planning and Zoning meeting. The Board of Trustees will have the opportunity to

ratify/accept the plan during its June 16th meeting.

4. As of the writing of this report (Thursday, May 12, 2016), the prices for energy commodities are:

WTI Crude Oil\$45.66 (March - \$41.61)
Natural Gas (Nymex).....\$2.15 (March - \$ 1.96)

5. Cinco de Mayo on May 7th was rained. We did continue as much of the celebration as possible after the rain stopped. Lucy and Derek put in a lot of work and hard hours planning and putting on this event. They are to be thanked and congratulated on a good job done. The promoter of the event has come forward and indicated his willingness to promote another event this year at no cost to the Town. We are looking for a good date for the second Latino festival – perhaps July 3.

6. Oktoberfest – October 1, 2016

The headliner concert for Oktoberfest will be Chase Rice, a young, up-and-coming country western star.

We are looking at other activities for the future, including: Redneck Olympics; Slide the City; and an ATV rally up the Battlements. One festival that will happen this year at the same time as Grand Valley Days is a renaissance festival, including jousting, knights in shining armour, damsels, etc.

7. I am still reviewing proposals for additional engineering and planning firms to help the Town with upcoming projects. I have a couple proposals to review. I will be bringing the contracts for approval at a Board Meeting soon.

8. As a reminder, CIRSA Attorney Tami Tanoue has agreed to come to the Town in June for a Board training. She cannot make it on a regular Board meeting night, so I would like to call a study session for the Board on June 23rd at 6:00 p.m.

9. A recent Colorado Supreme Court decision supported the concept that natural gas companies (in this case BP America, specifically) can deduct “any transportation, manufacturing, and processing costs including the cost of capital” from the proceeds in calculating its severance tax obligation. The State could be facing over \$100 million refunds if other companies amend their severance tax filings going back to a maximum of three years.

As a result SB16-218 was introduced establishing an allocation formula to take uncommitted an unspent balances from various severance tax funds (state and local) as well as the General Fund statutory reserve to cover the refund claims as they come in. It is projected that the direct distribution may not be affected, but the grant program may dry up for the time being.

10. Administration staff is firming up:

- Town Clerk Lucy Cordova
- Finance Director / Court Clerk..... Lynn Stroud
- Administrative Assistant..... Lauralee Patton
- Deputy Court Clerk..... Kim Wisdom (contract)

11. Town Hall Operating Hours – Staff has approached me and requested a change to the operating hours of Town Hall. In order to provide additional customer service, they have suggested that we move to a 4-10 hour day schedule, Monday through Thursday. It is believed

that by opening at 7:00 a.m. and closing at 6:00 p.m. would provide the opportunity for residents to come to Town Hall before work, during lunch, and after work to conduct business without having to take time off work during their working hours. Although this is an administrative decision, I am inquiring of the Board if any member(s) have issues or concerns about moving to this schedule and having Town Hall closed on Fridays.

Regarding customer service, a collection box has been installed in front of Town Hall that will allow those residents whom prefer to bring in their payments to use the box without having to park and come into Town Hall. This will especially help young parents that have small children. They will no longer have to take their children from their car seats and put them back in after spending only a few minutes taking care of business inside Town Hall. It also benefits the disabled, allowing them to place their payment in the box without having to walk into the building.

12. Upcoming Issues:

Agenda Items:

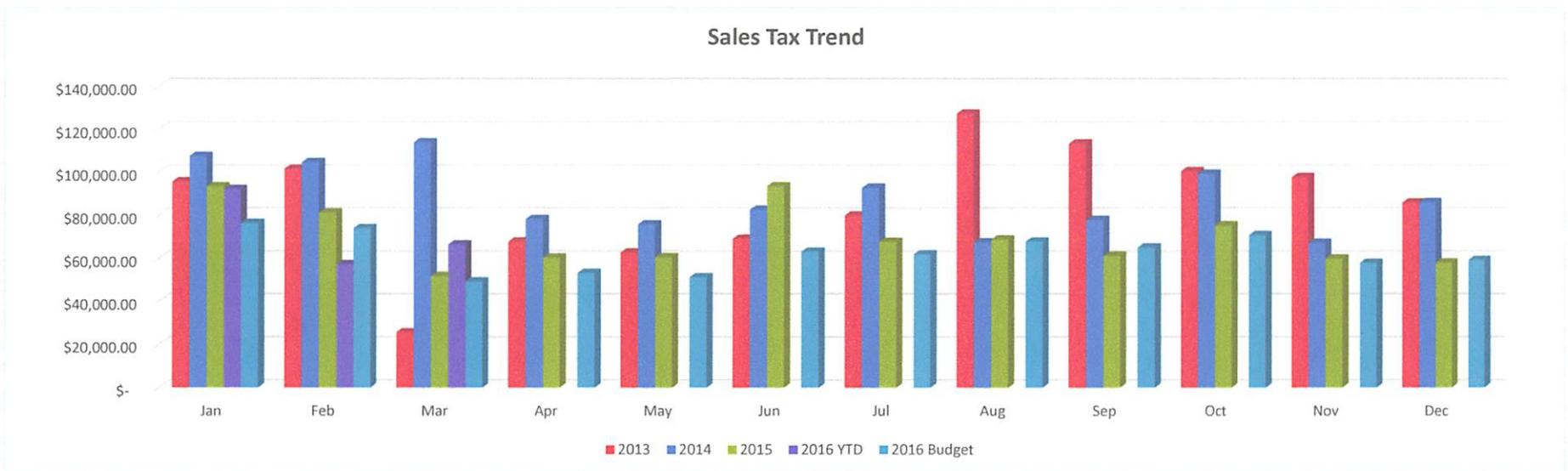
- i. Upcoming retail marijuana license applications.
- ii. Annexation zoning for prior annexations
- iii. Survey and easements for Town water/electric/road facilities within the Battlement Mesa Company property
- iv. School District easement agreement
- v. Court Fees Revision
- vi. Vested Rights Application
- vii. Adoption of Municipal Code
- viii. Parachute Capital Leasing Corporation

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

**Town of Parachute
Sales Tax Trend Analysis - 2016**

		Actuals									
Month Received	Month Paid*	2013	2014	2015	2015 YTD 2016	2016 YTD	2016 Budget	% Over / -Under Budget	YTD % Compared to 2015	Actual Compared to Budget	
Jan	Nov	\$ 95,706.59	\$ 107,541.87	\$ 93,340.02	\$ 93,340.02	\$ 92,154.37	\$ 76,399.62	20.62%	-1.27%	20.62%	
Feb	Dec	\$ 101,588.06	\$ 104,702.30	\$ 81,163.74	\$ 81,163.74	\$ 57,244.56	\$ 74,046.66	-22.69%	-29.47%	-22.69%	
Mar	Jan	\$ 25,564.29	\$ 113,904.74	\$ 51,821.09	\$ 51,821.09	\$ 66,537.75	\$ 49,275.32	35.03%	28.40%	35.03%	
Apr	Feb	\$ 67,891.55	\$ 78,277.62	\$ 60,420.09	\$ -	\$ -	\$ 53,216.30	0.00%	#DIV/0!	0.00%	
May	Mar	\$ 62,753.99	\$ 75,764.05	\$ 60,555.16	\$ -	\$ -	\$ 51,280.20	0.00%	#DIV/0!	0.00%	
Jun	Apr	\$ 69,165.79	\$ 82,490.46	\$ 93,419.42	\$ -	\$ -	\$ 63,130.20	0.00%	#DIV/0!	0.00%	
Jul	May	\$ 79,877.98	\$ 92,727.04	\$ 67,717.37	\$ -	\$ -	\$ 61,905.78	0.00%	#DIV/0!	0.00%	
Aug	Jun	\$ 127,189.55	\$ 67,447.53	\$ 68,804.28	\$ -	\$ -	\$ 67,861.10	0.00%	#DIV/0!	0.00%	
Sep	Jul	\$ 113,405.91	\$ 77,887.19	\$ 61,204.69	\$ -	\$ -	\$ 65,042.09	0.00%	#DIV/0!	0.00%	
Oct	Aug	\$ 100,377.26	\$ 99,147.71	\$ 75,283.71	\$ -	\$ -	\$ 70,789.26	0.00%	#DIV/0!	0.00%	
Nov	Sep	\$ 97,548.24	\$ 67,147.25	\$ 59,887.91	\$ -	\$ -	\$ 57,851.50	0.00%	#DIV/0!	0.00%	
Dec	Oct	\$ 85,800.99	\$ 86,001.23	\$ 58,023.81	\$ -	\$ -	\$ 59,201.97	0.00%	#DIV/0!	0.00%	
Total		\$ 1,026,870.20	\$ 1,053,038.99	\$ 831,641.29	\$ 226,324.85	\$ 215,936.68	\$ 750,000.00		-0.78%	10.99%	

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





Town of Parachute

A Safe Place to Land

Derek Wingfield, Community Development Specialist

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

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

MONTHLY REPORT

DATE: May 19, 2016
TO: Town of Parachute Board of Trustees
FROM: Derek Wingfield, Community Development Specialist
SUBJECT: APRIL 2016 MONTHLY UPDATE

Plans for Oktoberfest 2016 are very much underway. You have an item on the agenda to consider an agreement with the agency representing country western star, Chase Rice.

I have been working with a steering committee on this year's "Clean Up" day that is to be held on Friday, May 20th. The event is growing each year. To accommodate that growth we are trying a Friday event this year. While this is not as convenient, it has allowed the oil and gas industry the ability to assist. This has created a great partnership that will not only provide a dump site for residents, but will also provide curbside for those who do not have the ability to bring waste to the park and clear our curbs and gutters.

We will end the clean up with a community BBQ. We sponsored a barbeque in 2014, but did not have a BBQ last year. This time it is in conjunction with the clean-up day. Hopefully this will also bring the community out again.

This project has taken a great deal of time and energy by all groups involved. We will be sending a "Thank You" letter from the Board thanking all the different entities that have participated as part of process with the Western Slope Colorado Oil and Gas Association? If any of you would like to help with the event please let me know as soon as possible, your participation would be greatly appreciated!

I have been inventorying the Town properties for cleaning. Beyond the cleanup day efforts, I have reached out to an additional 40 property owners regarding code

enforcement issues. I am hoping to get some voluntary compliance on the cleaning and removal of nuisance issues.

As, you know our Cinco de Mayo event was planned and executed. Unfortunately Mother Nature did not play well with the event. Still there were several big successes. Lucy did a great job on the event. I will cover the logistics for you during next month's report.

I also installed and have nearly completed an audio/video system for the boardroom. I am hoping this meeting will be successfully recorded and I will be posting the meeting on the internet.

If you have any questions, please contact me at 970.285.7630, x-107.



Town of Parachute

A Safe Place to Land

Mark King, Public Works Director

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

Date: May 19th, 2016
To: Board of Trustees
From: Mark King, Public Works Director
Subject: March Monthly Report

The purpose of this memo is to provide the Board of Trustees with the Public Works updates for the past month.

In regards to the irrigation system; it has been charged. We experienced very few problems with start-up this year. The irrigation line was extended on St. John's Circle. A section of irrigation line that supplied two homes that have not had irrigation for several years. This fix was reported to the utility clerk as an addition to irrigation billing this year.

I have been working with Austin Civil Group on the 1st Street water line improvements. We have been locating water, sewer, storm sewer, and irrigation lines. With this information Mark Austin can finalize the engineering and get an RFP (request for proposal) issued on the street.

The noxious weeds in the right-of-ways have been sprayed. We plan on spraying all the Town lots and problem areas such as cracks in streets and sidewalks A.S.A.P. As soon as the weed mapping is completed, the Town will be sending property owners a letter identifying the noxious weeds that they have. Information about a cost share program that they can apply for through Garfield County will be included with the notifications. Once the Weed Board is established, Garfield County has offered to come in and help the new Board in any way they can.

The Grand Valley Fire Protection district graciously donated a water tender to The Town of Parachute. We plan on repairing the tank and using the truck to spray mag chloride on the streets for snow and ice. We will also use it for dust mitigation in the alleys as needed.

If you have any questions or concerns you can contact me at 970-986-1821.



Town of Parachute

A Safe Place to Land

Cary Parmenter, Police Chief

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222 Grand Valley Way • Parachute, CO 81635 • (970) 285-7630
PO Box 100

DATE: May 19, 2016
TO: Board of Trustees
FROM: Cary Parmenter, Police Chief
SUBJECT: POLICE CHIEF MONTHLY REPORT-MAY 2016

1. Outstanding Contribution and Support of Colorado's Occupant Protection Laws

Parachute Police Department received this award on May 11, 2016. We were the ONLY agency on the Western Slope to be recognized.

2. National Police Week - May 14-21

The week kicks off on Saturday, May 14th with a Torch Run for the Special Olympics. The run is sponsored by the Garfield County Sheriff's Office and local Law Enforcement. The Torch Run for the Special Olympics begins in Parachute at 10:30am in front of the Center for Family Learning. Runners will finish up at the Stone Ridge Pavilion in Silt where there will be various booths from all over Garfield County. There will be information on upcoming events and celebrations with spotlights on each town. Everyone is invited to come learn about home safety, personal safety, gun safety, poaching, auto safety and fire safety. There will be booths on health and wellness, victim response team members, first responders, Crime Stoppers, and many more!

3. Neighborhood Watch

The monthly meeting on Tuesday, May 10th was canceled due to Officer Mayfield being ill. The next meeting is scheduled on Tuesday, June 14th.

4. Cinco de Mayo

- Saturday, May 7th
- No incidents except the weather
- Modified event after weather system passed
- Attendees enjoyed the event.

5. The Police Activity Blotter.

I did not have time to complete this; it will be available upon request.

CP

Colorado Liquor Retail License Application

<input checked="" type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input type="checkbox"/> Transfer of Ownership			
• All answers must be printed in black ink or typewritten • Applicant must check the appropriate box(es) • Applicant should obtain a copy of the Colorado Liquor and Beer Code: www.colorado.gov/enforcement/liquor • Local License Fee \$ _____			
1. Applicant is applying as a/an <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership (includes Limited Liability and Husband and Wife Partnerships)		<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other	
2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation MG Liquors			FEIN Number [REDACTED]
2a. Trade Name of Establishment (DBA) MG Liquors		State Sales Tax Number [REDACTED]	Business Telephone 970-456-7793
3. Address of Premises (specify exact location of premises, include suite/unit numbers) 393 E. 2nd St.			
City Parachute	County Garfield	State CO	ZIP Code 81635
4. Mailing Address (Number and Street) Same [REDACTED]		City or Town [REDACTED]	State [REDACTED]
5. Email Address [REDACTED]			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) Antler Liquors		Present State License Number 35100571-0000	Present Expiration Date 3-29-17
Section A Nonrefundable Application Fees		Section B (Cont.) Liquor License Fees	
<input checked="" type="checkbox"/> Application Fee for New License..... \$ 600.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review.... \$ 700.00 <input type="checkbox"/> Application Fee for Transfer..... \$ 600.00		<input type="checkbox"/> Liquor Licensed Drugstore (City)..... \$227.50 <input type="checkbox"/> Liquor Licensed Drugstore (County) \$312.50 <input type="checkbox"/> Manager Registration - H & R \$ 75.00 <input type="checkbox"/> Manager Registration - Tavern..... \$ 75.00 <input type="checkbox"/> Master File Location Fee \$ 25.00 X _____ Total _____ <input type="checkbox"/> Master File Background \$250.00 X _____ Total _____ <input type="checkbox"/> Optional Premises License (City)..... \$500.00 <input type="checkbox"/> Optional Premises License (County) \$500.00 <input type="checkbox"/> Racetrack License (City)..... \$500.00 <input type="checkbox"/> Racetrack License (County)..... \$500.00 <input type="checkbox"/> Resort Complex License (City)..... \$500.00 <input type="checkbox"/> Resort Complex License (County)..... \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (City) \$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County)..... \$500.00 <input checked="" type="checkbox"/> Retail Liquor Store License (City)..... \$227.50 <input type="checkbox"/> Retail Liquor Store License (County)..... \$312.50 <input type="checkbox"/> Tavern License (City) \$500.00 <input type="checkbox"/> Tavern License (County)..... \$500.00 <input type="checkbox"/> Vintners Restaurant License (City) \$750.00 <input type="checkbox"/> Vintners Restaurant License (County)..... \$750.00	
Section B Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R..... \$100.00 X _____ Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex.... \$ 75.00 X _____ Total _____ <input type="checkbox"/> Arts License (City) \$308.75 <input type="checkbox"/> Arts License (County) \$308.75 <input type="checkbox"/> Beer and Wine License (City)..... \$351.25 <input type="checkbox"/> Beer and Wine License (County) \$436.25 <input type="checkbox"/> Brew Pub License (City) \$750.00 <input type="checkbox"/> Brew Pub License (County)..... \$750.00 <input type="checkbox"/> Club License (City) \$308.75 <input type="checkbox"/> Club License (County) \$308.75 <input type="checkbox"/> Distillery Pub License (City) \$750.00 <input type="checkbox"/> Distillery Pub License (County) \$750.00 <input type="checkbox"/> Hotel and Restaurant License (City)..... \$500.00 <input type="checkbox"/> Hotel and Restaurant License (County) \$500.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (City) \$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises(County)..... \$600.00			
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant or Tavern class of retail license

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely)

1. Name of Business <i>MG Liquors</i>		Home Phone Number	Cellular Number	
2. Your Full Name (last, first, middle) <i>Maribel Pena Garcia</i>		3. List any other names you have used <i>Maribel Pena</i>		
4. Mailing address (if different from residence)		Email Address		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		
Current				From To
				<i>2/13 Present</i>
Previous				
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held
<i>Housewife</i>				
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative		Relationship to You		Position Held
				Name of Licensee
8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

7. 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 <input type="checkbox"/>	No <input checked="" type="checkbox"/>	
8. 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 an alcohol beverage license?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) Had interest in another entity that had an alcohol beverage license suspended or revoked?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Waiver by local ordinance? Other: _____		<input type="checkbox"/>	<input type="checkbox"/>	
11. Has a liquor or beer 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 <u>current</u> financial interest in said business including any loans to or from a licensee.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. Does the Applicant, as listed on line 2 of this application, have legal possession of the premises by virtue of ownership, lease or other arrangement?		<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> 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	Tenant	Expires		
CHRIS BEASLEY	Maribel Garcia	5/17		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes complete question 13.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Attach a diagram and outline or designate the area to be licensed (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
13. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, furniture or equipment to or for use in this business; or who will receive money from this business. Attach a separate sheet if necessary.				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
MARIBEL P. GARCIA				
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
GARCIA	MARIBEL			100%
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.				
14. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Number of additional Optional Premise areas requested. (See license fee chart)				
15. Liquor Licensed Drug Store applicants, answer the following:				
(a) Does the applicant for a Liquor Licensed Drug Store have a license issued by the Colorado Board of Pharmacy? If "yes" a copy of license must be attached.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
16. Club Liquor License applicants answer the following: Attach a copy of applicable documentation				
(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(c) How long has the club been incorporated?				
(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
17. Brew-Pub License or Vintner Restaurant Applicants answer the following:				
(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
18a. For all on-premises applicants. (If this is an application for a Hotel, Restaurant or Tavern License, the manager must also submit an individual History Record - DR 8404-I)				
Last Name of Manager		First Name of Manager	Date of Birth	
18b. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input type="checkbox"/>	<input type="checkbox"/>	
Name	Type of License	Account Number		
19. Tax Distraint Information. Does the applicant or any other person listed on this application and including its partners, officers, directors, stockholders, members (LLC) or managing members (LLC) and any other persons with a 10% or greater financial interest in the applicant currently have an outstanding tax distraint issued to them by the Colorado Department of Revenue? If yes, provide an explanation and include copies of any payment agreements.				
		<input type="checkbox"/>	<input type="checkbox"/>	

20. If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the Applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and submit fingerprint cards to the local licensing authority.

Name	Home Address, City & State	DOB	Position	% Owned

** If Applicant is owned 100% by a parent company, please list the designated principal officer on question #20
 ** Corporations - The President, Vice-President, Secretary and Treasurer must be accounted for on question #20 (Include ownership percentage if applicable)
 ** If total ownership percentage disclosed here does not total 100%, applicant must check this box:
 Applicant affirms that no individual other than these disclosed herein, owns 10% or more of the applicant, and does not have ownership in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.

Oath Of Applicant

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. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer Code which affect my license.

Authorized Signature <i>Maribel Garcia</i>	Printed Name and Title Maribel Garcia	Date 3/29/16
---	--	-----------------

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application 12-47-311 (1) C.R.S.)
---	---

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) has:

- Been fingerprinted
- Been subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, liquor code provisions affecting their class of license

(Check One)

- Date of inspection or anticipated date _____
- Will conduct inspection upon approval of state licensing authority

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Article 46 or 47, C.R.S.

Therefore, this application is approved.

Local Licensing Authority for Parachute	Telephone Number 970-285-7630	<input type="checkbox"/> Town, City <input checked="" type="checkbox"/> County Parachute
Signature	Print Roy B. McClung	Title Mayor
Signature (attest)	Print S. Denise Chiaretta	Title Town Clerk

10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.) Yes No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.) Yes No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.) Yes No

Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

13a. Date of Birth		b. Social Security Number		c. Place of Birth		d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, State			f.		g. Name of District Court		
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Race	r. Do you have a current Driver's License/ID? If so, give number and state. <input type="checkbox"/> Yes <input type="checkbox"/> No # _____ State _____	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 30,000

b. List the total amount of the **personal** investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ _____

* If corporate investment only please skip to and complete section (d)
** Section b should reflect the total of sections c and e

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

d. Provide details of the corporate investment described in 14 b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount

e. Loan Information (Attach copies of all notes or loans)

Name of Lender	Address	Term	Security	Amount

Oath of Applicant

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

Authorized Signature <i>Mabel Garcia</i>	Print Signature Mabel Garcia	Title	Date 4-14-16
---	---------------------------------	-------	-----------------

Class R: Any motor vehicle with a GVWR of less than 26,001 lbs. as a single unit or in combination, designed to carry 15 or fewer passengers, including the driver, and does not carry hazardous material.

Restrictions:
V - Corrective Lenses

For mo
www.D
Address

Endorsements:

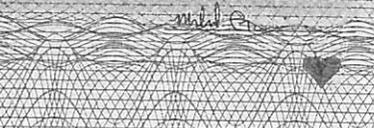


Colorado ★
Driver License



Expires: 09-12-2018
Class: R Issued: 09-17-2013
End: DOB: [REDACTED]
Rest: V Previous Type: A
Ht: 5'07" Wt: 200 Eyes: BRO Sex: F
Voter: [REDACTED]

MARIBEL PENA GARCIA
[REDACTED]





AFFIDAVIT - RESTRICTIONS ON PUBLIC BENEFITS

I, Maribel Garcia, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen.
- I am not a United States citizen but I am a Permanent Resident of the United States.
- I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- I am a foreign national not physically present in the United States.

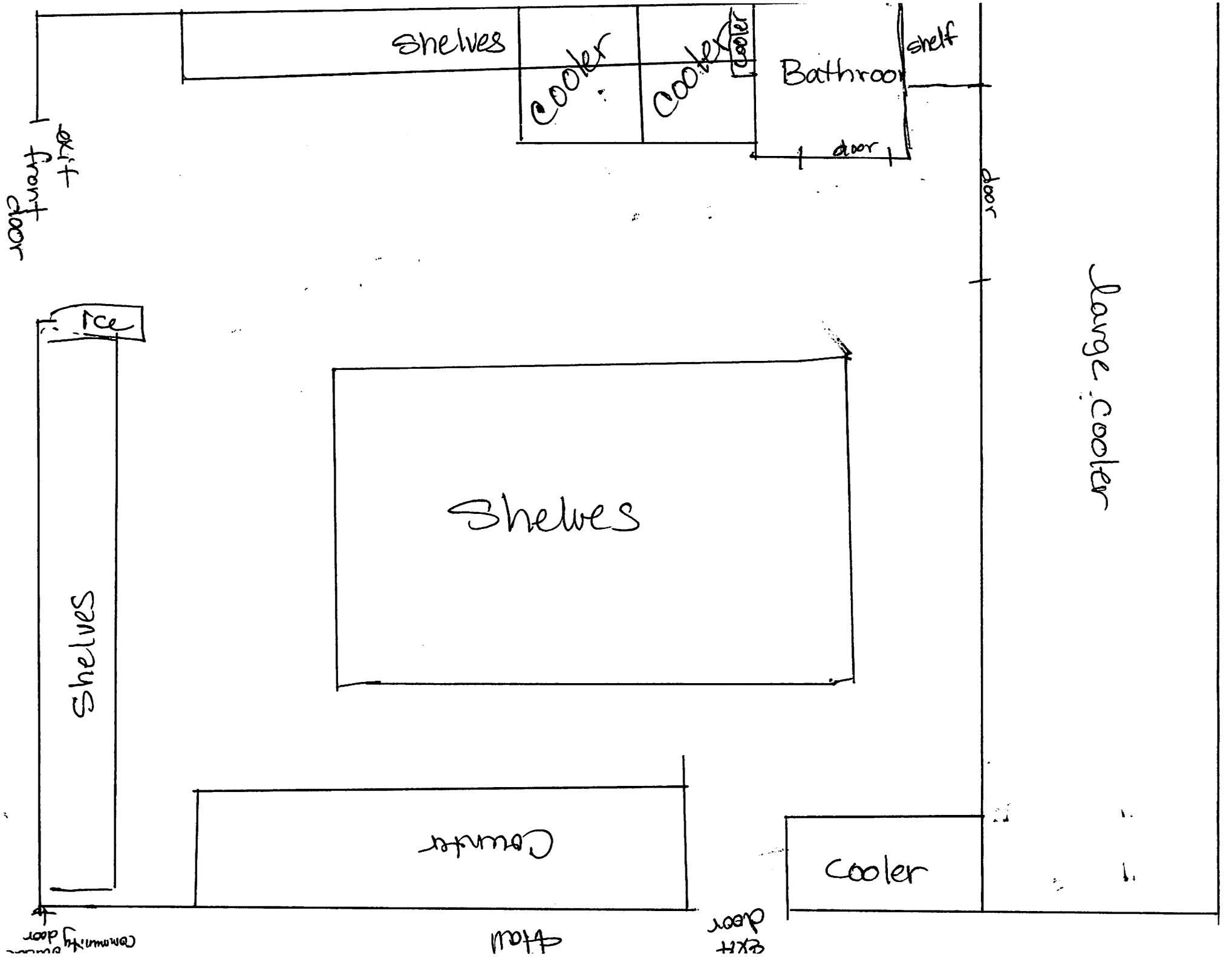
I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Maribel Garcia

Date

3-29-16



LEASE

MG


THIS LEASE is made this April, 12th 2016 by and between Chrisco LLC, (hereinafter referred to as "Lessor"), and Maribel Garcia, MG Liquors, (hereinafter referred to as "Lessee").

WITNESSETH: That the said Lessor hereby leases and demises unto the said Lessee the following described premises: Unit #2 & 393 East 2nd Street. Approximately (Unit 2) Seven hundred square feet of retail space.

TO HAVE AND TO HOLD the premises from May 1st 2016 for twelve months, the said Lessee paying to the Lessor the [REDACTED] being due on May 1st, 2016, which said sum has been paid and acknowledged herein, and the remaining payments as follows: Rent payment due the 1st of every month. A three percent inflation / cost of living adjustment will be added on the yearly anniversary date of the lease for the duration of the lease.

1. The Lessee hereby covenants with the Lessor that the Lessee will pay the rent herein reserved at the times and in the manner aforesaid. Lessor will pay all charges for, electricity, and water used on the premises. Should said rent herein provided for at any time remain due and unpaid for a period of ten days after the same shall have become due, the said Lessor may at Lessor's option, consider the said Lessee a tenant at sufferance and immediately re-enter upon the premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may be immediately collected by distress or otherwise. The Lessee will not use or permit the premises to be used for any illegal or improper purposes, nor permit the disturbance, noise or annoyance whatsoever, detrimental to the premises or to the comfort of the other habitants of said building or its neighbors; and will not sublet or assign this lease nor any part thereof without the written consent of the Lessor.
2. The Lessee will keep the interior or the premises, and all windows, doors, fixtures, interior walls, pipes, and other appurtenances, in good and substantial repair and in clean condition, damage by fire or storm excepted; and will exercise all reasonable care in the use of halls, stairs, bathrooms, closets, and other fixtures and parts of the premises used in common with other tenants in said building which may be necessary for the preservation of the property and the comfort of the other tenants; and will also permit the Lessor or Lessor's agents or employees, at all reasonable times, to enter into the premises and inspect the conditions thereof, and make such repairs as may be necessary; and will at the expiration of said term, without demand, quietly and peaceably deliver up the possession of the said premises in good state and condition, damage or destruction by fire or storm excepted.
3. The Lessor hereby covenants with the Lessee upon the performance by the Lessee of the covenants hereinbefore set forth, that the Lessor will, during the continuance of said term, keep all the external parts of the premises in good repair; that in case the said building and premises or any part thereof, shall at any time be destroyed or so damaged

MC1
C02

by fire or storm as to render same unfit for occupation or use, said Lessor shall have the option to terminate this Lease, or to repair and rebuild the premises refunding the rents hereby reserved, or a fair and just portion thereof, according to the damage sustained, until the said premises are repaired and fit for occupancy and use; and that the Lessee may quietly hold and enjoy the premises without any interruption by the Lessor or any person claiming under the Lessor.

4. The Lessee hereby pledges and assigns to the Lessor all furniture, fixtures, goods and chattels of the Lessee on the premises, as security for the payment of the rent reserved herein and the Lessee agrees that said lien may be enforced by distress, foreclosure or otherwise, at the election of the Lessor; and said Lessee hereby waives all rights of homestead or exemption in said furniture, fixtures, goods and chattels to which the Lessee may be entitled under the Constitution and laws of this State; and in case of the failure of the Lessee to pay the or other charges herein reserved when due, and same is collected by suit or through an attorney, the Lessee agrees to pay the Lessor reasonable attorney's fees, together with all costs incurred. This lease shall bind the Lessor and the Lessee and their respective heirs, assigns, administrators, legal representatives and executors.

5. The parties hereto waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Garfield County, State of Colorado. No action hereunder may be commenced if more than one year after the cause of action giving rise thereto has elapsed.

6. Lessee agrees to pay a [REDACTED] secure Lessee's pledge of full compliance with the terms of this agreement, NOTE: SECURITY DEPOSIT MAY NOT BE USED TO PAY RENT UNDER ANY CIRCUMSTANCES! Any damage not previously reported will be repaired at Lessee's expense with funds other than Security Deposit.

7. LATE CHARGE. In the event that any payment required to be paid by Lessee hereunder is not made within five (5) days of when due, Lessee shall pay to Lessor, in addition to such payment or other charges due hereunder, a "late fee" in the amount of [REDACTED]

8. LESSEE'S HOLD OVER. If Lessee remains in possession of the Premises with the consent of Lessor after the natural expiration of this Agreement, a new tenancy from month-to-month shall be created between Lessor and Lessee which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at no more than [REDACTED] per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.

MG


9. Unless specifically disallowed by law, should litigation arise hereunder, service of process therefore may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected. Legal address of record is 14 Mahogany Circle Parachute, CO 81635.

10. To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

11. Business purpose. The premises are to be used for the purposes of conduction therein a liquor store. Or such other business as the lessee may deem feasible: provide that the Lessee shall first obtain the written consent of the Lessor's or their agent prior to entering into any other business.

IN WITNESS WHEREOF, the parties hereto have caused this lease agreement to be made and executed:

Lessee  Date 4-13-16
Maribel Garcia, MG Liquors: Lessee

Lessor  Date 4-13-16
Christopher D Beasley, Chrisco, LLC: Lessor

STATE OF Colorado
COUNTY OF Garfield

DATE 03/23/2016

PD PARACHUTE
P O BOX 100
PARACHUTE, CO 81635

RE: GARCIA, MARIBEL PENA
SOC: [REDACTED]

DATE OF BIRTH: [REDACTED]

No Colorado record of arrest has been located based on above name and date of birth or through a search of our fingerprint files.

The Colorado Bureau of Investigation's database contains detailed information of arrest records based upon fingerprints provided by Colorado law enforcement agencies. Arrests which are not supported by fingerprints will not be included in this database. On occasion the Colorado criminal history will contain disposition information provided by the Colorado Judicial system. Additionally, warrant information, sealed records, and juvenile records are not available to the public.

Since a record may be established after the time a report was requested, the data is only valid as of the date issued. Therefore, if there is a subsequent need for the record, it is recommended another check be made.

Falsifying or altering this document with the intent to misrepresent the contents of the record is prohibited by law and may be punishable as a felony when done with intent to injure or defraud any person.

Sincerely,
Michael S. Rankin, Director
Colorado Bureau of Investigation

CIVIL APPLICANT RESPONSE

ICN E2016083000000257753

CIDN

OCA CO0230200

GARCIA, MARIBEL PENA

W 507

MNU

SOC

SEX F

COCBI0000 COLORADO B OF I

DENVER CO

2016/03/21

A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA.

CJIS DIVISION

2016/03/23

FEDERAL BUREAU OF INVESTIGATION

COCBI0000
CO BUREAU OF INVEST
COLORADO B OF I
STE 3000

690 KIPLING ST
DENVER, CO 80215-8001

Marijuana Retail Application Submittal Checklist

Applicant Name:	Good Day, LLC
DBA:	Elevated Edibles
Project Name:	Retail Marijuana Manufacturing Facility
Project Address:	101 Cardinal Way, Parachute
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	3/14/2016	
B.	A copy of the conditional State License or proof of application for a State License.	Y	3/14/2016	
C.	Proof of ownership, lease, rental agreement, or other arrangement for legal possession of the proposed Licensed Premises.	Y	3/14/2016	
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	3/14/2016	
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	3/14/2016	

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	3/14/2016	
2	The floor plan shall designate the place at which the License will be conspicuously posted as required by this Chapter.	Y	3/14/2016	
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	3/14/2016	
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	3/14/2016	
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	3/14/2016	
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	3/14/2016	
J.	A statement of whether or not any person holding any ownership interest in the proposed Retail Marijuana Establishment has:	Y	3/14/2016	

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	3/14/2016	
2	Ever been convicted of a felony or has ever completed any portion of a sentence due to a felony charge.	Y	3/14/2016	
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	3/14/2016	
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 checked="" 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, lease, rental agreement, or other arrangement for legal possession of the proposed licensed premises described in this application form. <input checked="" type="checkbox"/> Operating plan described in the Town's Retail Marijuana Establishments ordinance of the proposed licensed premises. <input checked="" type="checkbox"/> Floor plan described in the Town's Retail Marijuana Establishments ordinance of the proposed licensed premises. <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. <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. <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. 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 Retail Marijuana Testing Facility
 Retail Marijuana Cultivation Facility Retail Marijuana Products Manufacturing Facility

*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)
Good Day LLC

Trade Name (DBA) (Provide Trade Name Registration) <u>Elevated Edibles</u>	Website Address <u>www.gooddayllc.com</u>
---	--

Location and Contact Information - Proposed Licensed Premises

Street Address and Assessor Parcel No. of Proposed Premises <u>Parcel #</u> <u>101 Cardinal Way # 8 & 9; 2409-124-00-010</u>	City <u>Parachute</u>	State <u>CO</u>	ZIP <u>81635</u>
---	--------------------------	--------------------	---------------------

Business Phone Number <u>970-241-5869</u>	Business Fax Number <u>N/A</u>	Email Address <u>goodday81635@gmail.com</u>
--	-----------------------------------	--

Does the applicant have legal possession of the proposed licensed premises by virtue of ownership, lease or other arrangement?
 Yes No Legal Basis for possession: Ownership Lease
 Other Explanation: _____

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 No
 If not, has the applicant submitted the necessary land use application? Yes No Attach any submitted application.

Applicants' Contact and Related Information

Address <u>101 Cardinal Way # 8 & 9</u>	City <u>Parachute</u>	State <u>CO</u>	Zip <u>81635</u>
--	--------------------------	--------------------	---------------------

Primary Contact Person for Business <u>Kimberly Burke</u>	Title <u>Owner/Member</u>	Primary Contact Phone Number <u>[REDACTED]</u>
--	------------------------------	---

Primary Contact Address (city, state, zip) <u>[REDACTED]</u>	Primary Contact Fax Number <u>N/A</u>
---	--

Federal Taxpayer ID <u>[REDACTED]</u>	Colorado Sales Tax License # <u>[REDACTED]</u>	Email Address <u>Kjburke.ee@gmail.com</u>
--	---	--

Business Entity Details

Sole Proprietorship Partnership Limited Liability Company C Corporation (Closely Held)
 Trust Limited Partnership S Corporation C Corporation (Publicly Traded)

Other Explanation: _____

State of Incorporation or Creation of Business Entity <u>Colorado</u>	Date of Incorp/Creation <u>4/30/14</u>
--	---

Date Qualified to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office)
4/30/14

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
Elevated Edibles

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 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 <i>Kimberly Burke</i>		Title <i>Member</i>		SSN/FEIN [REDACTED]		Date of Birth [REDACTED]	
Address [REDACTED]		City [REDACTED]		State [REDACTED]	ZIP <i>81415</i>	Phone Number [REDACTED]	
Ownership Entity (if applicable) <i>Good Day LLC dba. Elevated Edibles</i>				% Ownership of Ownership Entity <i>50%</i>		Effective Applicant	Own. % in <i>50%</i>
Name <i>Christopher Burke</i>		Title <i>Member</i>		SSN/FEIN [REDACTED]		Date of Birth [REDACTED]	
Address [REDACTED]		City [REDACTED]		State [REDACTED]	ZIP <i>81415</i>	Phone Number [REDACTED]	
Ownership Entity (if applicable) <i>Good Day LLC dba. Elevated Edibles</i>				% Ownership of Ownership Entity <i>50%</i>		Effective Applicant	Own. % in <i>50%</i>
Name		Title		SSN/FEIN		Date of Birth	
Address		City		State	ZIP	Phone Number	
Ownership Entity (if applicable)				% Ownership of Ownership Entity		Effective Applicant	Own. % in
Name		Title		SSN/FEIN		Date of Birth	
Address		City		State	ZIP	Phone Number	
Ownership Entity (if applicable)				% Ownership of Ownership Entity		Effective Applicant	Own. % in
Name		Title		SSN/FEIN		Date of Birth	
Address		City		State	ZIP	Phone Number	
Ownership Entity (if applicable)				% Ownership of Ownership Entity		Effective Applicant	Own. % in
Name		Title		SSN/FEIN		Date of Birth	
Address		City		State	ZIP	Phone Number	
Ownership Entity (if applicable)				% Ownership of Ownership Entity		Effective Applicant	Own. % in

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
Stevi Belle	[REDACTED]	[REDACTED]	PEI - Permitted Economic Interest

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. 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 Title [REDACTED]
 Address [REDACTED] Phone Number [REDACTED]

Person who prepares Applicant's tax returns, government forms & reports Title [REDACTED]
 Address [REDACTED] Phone Number [REDACTED]

Location of financial books and records for Applicant's business [REDACTED]

Managers

Name of Manager of proposed licensed premises. Submit a separate sheet if necessary. Date of Birth SSN
 Stevi Belle [REDACTED] [REDACTED]

Owner's Affirmation & Consent

I, Kimberly Burke, 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.

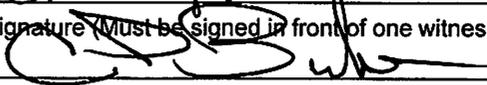
Print Full Owner/Legal Agent Name:

Applicant's Name <u>Good Day LLC</u>		Trade Name (DBA) <u>Elevated Edibles</u>	
Owner/Legal Agent Last Name (Please Print) <u>Burke</u>	Owner/Legal Agent First Name <u>Kimberly</u>	Owner/Legal Agent Middle Name <u>Jackey</u>	Agent
Legal Agent Title <u>Owner/Member</u>	Signature (Must be signed in front of one witness) <u>[Signature]</u>		
Date (MM/DD/YY) <u>3/14/16</u>	City <u>Crowfoot</u>	State <u>CO</u>	
Witness 1 Signature <u>Shirley Jackey</u>			

Owner's Affirmation & Consent

I, Christopher Burke, 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:

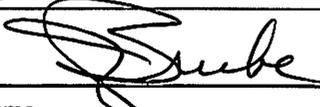
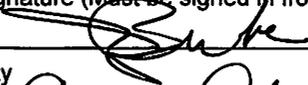
Applicant's Name <u>Good Day LLC</u>		Trade Name (DBA) <u>Elevated Edibles</u>	
Owner/Legal Agent Last Name (Please Print) <u>Burke</u>	Owner/Legal Agent First Name <u>Christopher</u>	Owner/Legal Agent Middle Name <u>David</u>	Agent
Legal Agent Title <u>Owner/Member</u>	Signature (Must be signed in front of one witness) 		
Date (MM/DD/YY) <u>3/14/14</u>	City <u>Crawford</u>	State <u>CO</u>	
Witness 1 Signature <u>Shirley Jacoby</u>			

Owner's Authorization to Investigate and Release Information

I, Kimberly Burke, 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 <u>Good Day LLC</u>		Trade Name (DBA) <u>Elevated Edibles</u>	
Owner/Legal Agent Last Name (Please Print) <u>Burke</u>	Owner/Legal Agent First Name <u>Kimberly</u>	Owner/Legal Agent Middle Name <u>JACKIE</u>	Agent
Signature 		Date <u>3/14/16</u>	
Applicant's Business Name <u>Good Day LLC</u>		Trade Name (DBA) <u>Elevated Edibles</u>	
Legal Agent Title <u>Owner/Member</u>	Signature (Must be signed in front of one witness) 		
Date (MM/DD/YY) <u>3/14/16</u>	City <u>Grand</u>	State <u>CO</u>	
Witness 1 Signature <u>Shirley Jackson</u>			

Owner's Authorization to Investigate and Release Information

I, Christopher Burke, 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 <u>Good Day LLC</u>		Trade Name (DBA) <u>Elevated Edibles</u>	
Owner/Legal Agent Last Name (Please Print) <u>Burke</u>	Owner/Legal Agent First Name <u>Christopher</u>	Owner/Legal Agent Middle Name <u>David</u>	Agent
Signature 		Date <u>3/14/2016</u>	
Applicant's Business Name <u>Good Day LLC</u>		Trade Name (DBA) <u>Elevated Edibles</u>	
Legal Agent Title <u>Owner / Member</u>	Signature (Must be signed in front of one witness) 		
Date (MM/DD/YY) <u>3/14/16</u>	City <u>Crawford</u>	State <u>CO</u>	
Witness 1 Signature <u>Shirley Jackson</u>			

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Good Day LLC

is a

Limited Liability Company

formed or registered on 04/30/2014 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20141233143 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/25/2016 that have been posted, and by documents delivered to this office electronically through 02/26/2016 @ 12:39:40 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/26/2016 @ 12:39:40 in accordance with applicable law. This certificate is assigned Confirmation Number 9522936 .



A handwritten signature in cursive script that reads "Wayne W. Williams".

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/bic/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

LEASE

THIS LEASE is made and entered into between the Lessee and the Lessor to become effective March 1, 2016, regardless of the date the parties affix their signatures. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. RECITALS

For the purpose of interpreting and giving effect to this Agreement, the parties agree to the truth and accuracy of the following:

- a. The Lessee is Good Day, LLC. The Lessor is Knight & Durmas Properties, LLC.
- b. The Lessee desires to lease from lessor the following described premises; 101 Cardinal Way, #8 and #9, Parachute, CO 81635.
- c. The Lessee has examined the leased premises and is aware of the condition and faults in the leased premises.
- d. Lessee and Lessor agree that improvements shall be as follows:

By Lessor at Lessor's cost:

- A 1-3 hour fire separation wall between units 7 & 8 as required by Town of Parachute Building Inspector. IF security wire is also required it shall be at the expense of the Lessee.
- Repair all roof and ceiling leaks
- Remove carpet and prep all floors for refinishing
- Strip paneling from all walls unless there is no drywall underneath; in which case landlord will provide a clean wall surface and tenant will paint
- Repair ACT framing and/or replace ACT throughout to ensure clean surfaces.
- Cap and cover exposed plumbing in bar area.
- Inspect and Certify that all existing equipment (walk-in refrigeration unit, range hood, and heating and air conditioning, etc.) is in good working order.
- Remove all old wood base in kitchen/storage rooms and stove area.
- All existing kitchen equipment shall remain with the unit (sinks and range hood)
- Provide one handicapped accessible parking space.

By Lessee at Lessee's cost:

- Install additional kitchen equipment as required by the manufacturing facility
- Provide interior finishes required to meet Building Code, Health Department, and MED specifications
- Provide all security as required by MED (Marijuana Enforcement Division)
- Provide one handicapped accessible toilet facility in Unit #9
- Remove and cap toilet fixtures in Unit #8
- Provide new commercial cove base where old wood base removed

- Install reflective coating on all exterior glass (doors and windows)

2. LEASE

a. The Lessor hereby leases to the Lessee the above-described premises for an initial term of two (2) years.

b. The Lessor hereby grants the Lessee the right and option to renew this lease on the same terms and conditions as herein set forth two (2) times for a period of two (2) years, with a standard 5% escalation in rent per term. All terms and conditions applicable to the initial term of this lease shall apply to the renewal term, except as specifically set forth herein to the contrary.

c. The Lessee may exercise the option to renew described above only if Lessee has complied with the terms and conditions of this lease for the prior lease term and is not in default at the time the option is to take effect. In order to exercise the option to renew, the Lessee must give written notice of Lessee's intent to exercise to the Lessor, which notice must be received by Lessor at least sixty (60) days prior to expiration of the initial term of this lease or any renewal period.

3. RENT

a. Beginning on the effective date, Lessee shall have possession of the premises. Upon receipt by Lessee of both its state and local licenses for a Retail Marijuana Infused Products facility, Lessee shall pay to Lessor an annual rental of [REDACTED] payable in advance in monthly installments of [REDACTED]. Each monthly rental payment shall be payable in advance the first day of the calendar month or the following Monday if the first day of the month falls on a weekend and shall be deemed timely if received by the Lessor on the date due at the following mailing address: P.O. Box 1010, New Castle, CO 81647. In any event rent shall commence on or before June 1, 2016.

b. The Lessee covenants and agrees to pay as additional rent all charges, costs and expenses that the Lessee assumes or agrees to pay as hereinafter set forth, together with all interest and penalties that may accrue thereon in the event of failure of the Lessee to pay those items, and all other damages, costs, expenses, and sums that the Lessor may incur or that may become due by reason of the default of the Lessee or failure of the Lessee to comply with the terms and conditions of this lease. In the event of non-payment of such additional rent, the Lessor shall have all of the rights and remedies as hereinafter provided for failure to pay rent.

c. In the event that any payments required hereunder are not paid within

five (5) days of the due date, if Lessor elects to accept such late payment, the Lessee shall pay a late charge of \$10.00 per day. Acceptance of any late payment shall not be deemed a waiver of any rights of the Lessor hereunder.

4. SECURITY DEPOSIT

- a. Lessor hereby acknowledges receipt from Lessee of the sum of One Thousand Dollars (\$1,000.00), to be retained by the Lessor as a security deposit to secure the full and timely payment by Lessee of the rent herein agreed to be paid and to cover any expenses which Lessor may incur as a result of damages to the leased premises occurring during Lessee's holding thereof, or to cover the necessary expense incurred by Lessor in the event of a default in the performance of the lease by the Lessee and termination of this lease as a result thereof by the Lessor.
- b. Upon termination of this lease, if Lessee is not then in default under the terms hereof, the balance of the security deposit shall be returned to Lessee without interest within thirty (30) days of termination of this lease, but if Lessee is in default hereunder, said security deposit shall be retained by Lessor and applied to cure such default in the manner aforesaid. It is specifically understood and agreed that the terms of this provision shall not limit rights of the Lessor elsewhere in this lease or by law provided.

5. LESSEE'S OBLIGATIONS

- a. Lessee accepts the demised premises in present condition "subject to recital 1d" and shall keep the leased premises and any improvements that may be installed thereon in good repair at the expense of the Lessee and at the expiration of the lease to surrender and deliver up said premises in as good condition as they were in at the time Lessee accepted and entered into possession of same, ordinary wear excepted.
- b. Lessee will not suffer the leased premises, or the walls or the floors thereof, to be endangered by overloading, nor said leased premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.
- c. Lessee agrees not to make alterations or changes, in, upon or above the leased premises without first obtaining written consent therefor from Lessor. Lessee shall provide the Lessor with the exact nature of the alterations or changes contemplated, the anticipated cost thereof, the names and addresses of anticipated supplier of materials and labor, and plans for alterations or changes proposed. No alterations or changes shall be undertaken until such time as the Lessor has approved the proposed plans in writing and has posted on the leased premises a notice pursuant to Colorado mechanic's lien law that the Lessor is not responsible for payment for the alterations or changes and the leased premises is not subject to a mechanic's lien for said alterations or changes. The

Lessee agrees to indemnify and hold the Lessor harmless from the cost of any such improvements.

d. All improvements, additions or alterations shall be constructed and/or installed and made in good and workmanlike manner in full conformity with applicable codes and regulations. All materials and fixtures used in the alterations undertaken by Lessee shall be of good quality. It is further agreed that any and all improvements made by Lessee to the leased premises that are made a permanent part of the building shall remain as the property of the Lessor after termination of the lease.

e. Lessee shall maintain, at Lessee's expense, all mechanical systems, including all plumbing, heating, air conditioning, ventilating, electrical, and lighting facilities within the leased premises in good operating order and provide for all servicing and maintenance of all such equipment and facilities and make such repairs and replacements of such equipment and facilities as may be necessary to maintain the same in proper operating condition. Lessee shall surrender and deliver up the leased premises at the termination of the lease in as good order and condition as when the same was entered upon, loss by fire, unavoidable accidents, and ordinary wear and tear excepted.

f. The Lessee acknowledges that Lessee has inspected the leased premises and is accepting it in its present condition "as is" without warranty of any kind. The Lessee has undertaken and made such investigations as necessary to satisfy Lessee as to the condition of the leased premises and that the leased premises is suitable for Lessee's intended use. The Lessee is not relying on any representations of the Lessor or Lessor's agents regarding these matters, except as are expressed herein.

g. Lessee agrees that the premises shall be used and occupied in a careful, safe and proper manner; that no trade or occupation which is known in the insurance business as extra hazardous, nor any nuisance be permitted therein or thereon and that no waste shall be suffered or permitted upon said leased premises. The property shall not be operated as a Retail Marijuana Store/Dispensary as a condition of this Lease. The property shall be used and occupied only for the purpose of a recreational and/or medical infused products manufacturer ("MIP"), which includes wholesale sales to Colorado Retail Marijuana Stores.

h. The Lessee agrees to abide by all applicable building codes and ordinances and to pay all applicable sales tax, personal property tax, and other taxes assessed to the Lessee.

i. Signs, notices, advertisements, or other inscriptions, not presently in existence, shall not be placed by the Lessee on the building's exterior walls and/or windows without first obtaining written approval of Lessor, which approval shall not be unreasonably withheld. All signs used in connection with the business to be conducted

on the subject premises shall be installed and maintained in conformity with applicable regulations.

j. Lessee shall be responsible for electricity, gas, water, sewer, trash, janitorial, telephone, and Internet access services used in connection with the leased premises and said services shall be in the name of and paid for by the Lessee.

k. Tenant shall be responsible for "sidewalk" snow removal only. Lessor to provide parking lot snow removal.

6. LESSOR'S OBLIGATIONS

a. Lessor, upon payment of the rent herein reserved and the performance of the other covenants of the lease by Lessee, guarantees the peaceful and quiet enjoyment of the leased premises during the full term of this lease by Lessee.

b. The Lessor states that all of the mechanical systems, including all plumbing, heating, air conditioning, ventilating, electrical, and lighting facilities are in good working order and repair at the time of commencement of this lease and have been inspected and approved by the Lessee. The responsibility of maintenance, and repair of such items, shall be the sole responsibility of the Lessee as set forth in subparagraph 5(e) above.

7. INDEMNITY

The Lessee shall indemnify and hold harmless the Lessor against all expenses, liabilities, and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity arising out of:

a. Any injury, damage, wrongful death, property damage, or related claims happening on or about the leased premises;

b. Failure to comply with any law, ordinance, or resolution of any governmental entity;

c. Any mechanic's lien or security interest filed against the lease premises for alterations, fixtures, or improvements thereon, or for any other reason arising out of work done by or on behalf of the Lessee.

d. Any failure by Lessee to perform any of the terms and conditions of this lease.

8. TAXES

a. The Lessee is responsible for and shall pay before delinquency all

municipal, county or state taxes assessed during the term of this lease, or any renewal or extension thereof, against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the leased premises by the Lessee.

b. Lessee shall pay all taxes incurred in connection with or as a result of any alteration which the Lessee has or will make to the leased premises, and all taxes which are assessed as a result of the Lessee's activities undertaken in connection with the leased premises.

c. Lessor covenants to pay and discharge before they become delinquent all general real property taxes and special assessments levied against the real property.

9. INSURANCE

a. Without limiting the indemnity referred to in paragraph 7 above, the Lessee shall carry and maintain the leased premises general fire, casualty, and extended coverage insurance for the contents of the leased premises and general liability insurance with an insurer and in an amount of \$1,000,000.00. Such liability policy shall name the Lessor and Lessee as co-insureds. Lessee shall provide proof of such insurance to Lessor within ten (10) business days of execution of this lease.

b. Lessor shall not unreasonably withhold Lessor's acceptance of Lessee's insurance coverage nor require unreasonable limits of coverage.

c. Upon demand of the Lessor, the Lessee shall promptly deliver to the Lessor a current copy of each policy of insurance required under this lease and all such policies shall contain a loss payable clause as the interest of the parties may appear. All such policies shall contain a provision prohibiting cancellation without at least thirty (30) days prior notice to Lessor.

d. The Lessee shall within ten (10) days prior to the expiration of each policy required in this lease furnish to the Lessor renewal or binders.

e. If at any time the Lessee fails to purchase and maintain insurance hereunder, the Lessor, in addition to all other remedies available to the Lessor, may purchase such insurance and assess the cost thereof to the Lessee as additional rent which shall be payable immediately upon demand of the Lessor.

f. Lessee shall at all times during the term of this lease maintain workers' compensation insurance coverage as required by Colorado law.

10. DAMAGE AND DESTRUCTION

a. In the event the leased premises are damaged or destroyed during the term of this lease by fire, flood, storm, civil commotion or other unavoidable consequence, the Lessor shall, except as provided below, diligently repair or rebuild

those portions damaged, except alterations and improvements made by Lessee, to substantially the same condition as at the commencement of this lease. The Lessee shall be responsible for repair or replacement of contents and any fixtures, furniture, improvements, alterations and repairs Lessee furnished or installed.

b. If continuation of business is not practical, all rentals due and payable hereunder shall abate until construction is substantially completed or until business is totally or partially resumed, whichever is earlier. In the event of partial resumption or continuation of business, rent shall only be partially abated in proportion to the extent Lessee is deprived of the use of the leased premises.

c. If the leased premises are damaged or destroyed to the extent that it appears in the sole judgment of the Lessor that the leased premises cannot be reasonably or substantially or fully repaired or restored by the Lessor within ninety (90) days after the damage or destruction, either party shall have the option to terminate this lease in writing by giving written notice to the other party within thirty (30) days after the date of such damage or destruction.

d. Upon written demand by the Lessee following such damage or destruction, the Lessor shall promptly deliver to the Lessee a written notice of Lessor's decision as to whether or not the leased premises are capable of being repaired as outlined immediately above.

e. In the event the lease is terminated pursuant to the terms of this section, Lessee shall promptly surrender the leased premises to Lessor and shall pay rent only to the date of such occurrence. Lessor's obligation hereunder shall in no way be construed to include maintaining fire and casualty insurance on Lessee's leasehold improvements or properly located on the premises.

11. LIEN RIGHTS

The Lessee hereby pledges and assigns to Lessor all furniture, inventory, equipment, fixtures and miscellaneous chattels owned by said Lessee, which shall and may be brought or put on said premises as security for the payment of rent herein reserved, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the Lessor, and does hereby agree to pay reasonable attorney's fees, together with all costs and charges incurred or paid by Lessor in connection with collection. Lessee agrees to sign documents necessary for Lessor to perfect this lien.

12. ASSIGNING, MORTGAGING, SUBLETTING

Lessee shall not assign, create a security interest in, pledge, or encumber this lease, in whole or in part, or sublet the whole or any part of the leased premises, or permit the use of the whole or any part thereof by any licensee or concessionaire, without first obtaining the written consent the Lessor, which consent may be withheld at the sole

discretion of the Lessor. Any such assignment, subletting, or creation of security interest or encumbrance in violation hereof shall be void. In the event of any such permitted assignment, subletting, licensing, or granting of a concession, Lessee shall nevertheless remain liable for the performance of all of the terms, conditions, and covenants of this lease.

13. RIGHT OF ENTRY

a. Insofar as may be necessary for the protection of the Lessor's rights, the Lessor may enter and inspect the leased premises at reasonable times.

b. The Lessor shall have the right of entry into the leased premises for the purpose of gaining access for improvements, repairs, and maintenance of the leased premises and otherwise to inspect the premises.

c. During the term hereof, the Lessor shall have the right of entry into the leased premises for the purpose of showing the leased premises to prospective purchasers.

d. The Lessor shall have the right of entry into the leased premises at any time during the last six (6) months of the lease term for the purpose of showing the leased premises to potential renters or for placing a "For Rent" sign on the leased premises.

14. STATEMENT OF LESSEE

The Lessee shall upon request of the Lessor execute and deliver to the Lessor a statement in writing certifying that this lease is unmodified and in full force and effect if such is the fact, or if there has been a modification, stating the modification. Such statement may be relied upon by any prospective purchaser of the leased premises or the building in which they are located.

15. SALE BY LESSOR

In the event the Lessor sells the leased premises or the building in which they are located at any third party, the sale shall operate to release the Lessor from any and all future liability under this lease if the purchaser assumes all the duties of the Lessor hereunder. So long as the Lessee shall not be in default in the terms of this lease, this lease shall not be terminated, and the Lessee agrees to attorn to any new owner who shall assume the Lessor's obligations hereunder. Otherwise, this lease shall not be affected by such sale.

16. DEFAULT

e. Lessee's right in and to the leased premises depends upon the performances and keeping of the covenants, agreements, duties, and obligations of Lessee set forth in this lease. Any default in the payment when due of any sum or in the

performance when due of any other provision of this lease shall operate against Lessee, Lessee's grantees, successors and assigns. In the event (aa) that Lessee fails to make any rental payment or any other payment called for by this lease within ten (10) days after such payment is due, or (bb) in the event Lessee shall abandon the leased premises; or (cc) in the event that Lessee, after having received from Lessor written notice describing in general terms the breach of any other provision of this lease, fails to cure said breach within ten (10) days after the date of said notice, then Lessor shall have the following rights and remedies in addition to all other rights provided in this lease or by law:

i. Without cancelling this lease, Lessor may re-enter and re-let the leased premises or any part thereof, for such rent, upon such provisions, for such period and to such person or persons as may seem proper to Lessor, it being understood that Lessor will use diligence to find a new tenant or tenants and that Lessor will not unreasonably withhold Lessor's consent and acceptance of any tenant or tenants proposed by Lessee if such proposed tenant or tenants possess good reputation and financial stability and if the zoning and other governmental regulations permit the use proposed by said new tenant and such use shall, in the sole opinion of the Lessor, be compatible with land usage of adjacent property. If the monthly rents received or to be received from such re-letting are less than the rents provided for in this lease, Lessor, at Lessee's option, may require the Lessee to pay such deficiency month by month. Lessor shall in no event be required to pay Lessee any sum realized by Lessor on such re-letting even though such sums exceed the rent reserved in this lease. Lessee agrees that such acceptance of a tenant or tenants by Lessor in place of Lessee shall not operate as a cancellation of this lease nor to release Lessee from the performance of any of Lessee's obligations under this lease, and that the performance by any such substitute tenant or tenants shall constitute satisfaction only pro tanto of the obligations of Lessee under this lease.

ii. Lessor may cancel this lease and all rights of Lessee in the leased premises in which event all payments and all other obligations due under this lease up to the date of such cancellation shall be paid and performed by Lessee. Lessor shall be entitled to damages at law for breach of this lease by Lessee, but all other rights and duties whatsoever of both Lessor and Lessee under this lease shall cease as of the date of such cancellation, and the leasehold estate hereby created shall cease to exist.

iii. The rights and remedies provided in (ii) above are cumulative to the rights and remedies provided in said (i) above and may be exercised at the option of the Lessor even though the rights and remedies provided in said (i) above have been previously exercised, and regardless of the length of time elapsing between the exercise of any one or more of the rights and remedies of said (i) above and election to exercise the rights and remedies given in (ii) above.

iv. In addition to the rights and remedies set forth in (i) and

(ii) above, Lessor shall have all the rights and remedies provided by law whatsoever, including in particular, but not limited to, the right at all times to recover damages, and also all other rights granted by this lease. All of the rights and remedies provided in this subparagraph (iv) may be invoked by Lessor at any time, both before and after the exercise of any one or more of the rights and remedies granted in (i) and (ii) above.

f. Lessee hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Lessee being evicted or dispossessed of the leased premises, by reason of the violation by Lessee of any of the covenants or conditions of this lease, or otherwise.

g. If a petition in bankruptcy be filed by the Lessee, or if the Lessee shall be adjudicated bankrupt, or if the Lessee shall make a general assignment for the benefit of creditors, or if in any proceeding based upon insolvency of the Lessee, a receiver for the Lessee shall be appointed, then Lessor shall have the right and option to terminate this lease and recover possession of the leased premises by summary proceedings.

h. In the event that legal proceedings are instituted by Lessor as a result of Lessee's default, Lessor shall be entitled to Lessor's reasonable attorney's fees therefore, together with costs.

17. GENERAL PROVISIONS

a. This paragraph headings contained herein are descriptive and for convenience only. If there is any conflict between a paragraph heading and substantive text, the substantive text shall control the construction of this agreement.

b. This agreement shall be binding upon and inure to the benefit of the successors and assigns the parties.

c. Any notice required under the terms of this agreement shall be sufficient when given in writing, by certified mail, return receipt requested, addressed as follows:

Lessor: Knight & Durmas Properties, LLC & Knight & Durmas Properties LLC	
c/o RE/MAX County	POB 43
175 Columbine Court	Whitewater, CO 81527
Parachute, CO 81635	

Lessee: Good Day, LLC
POB 178
Crawford, CO 81415

d. In the event that litigation is required to resolve a dispute between the parties arising out of this agreement, the parties agree that the forum of such litigation shall be in a court of competent jurisdiction in and for the County of Garfield, Colorado.

e. Lessee shall not record this lease without the written consent of the Lessor; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this lease for the purpose of recordation. Said memorandum or "short form" of this lease shall describe the parties, the leased premises, and the term of this lease and shall incorporate this lease by reference. If Lessee shall default in the performance of any of the covenants of this lease subsequent to recordation of the memorandum or "short form" of this lease and Lessee shall refuse to execute a release of this lease, Lessee shall be liable for the cost to remove said recorded instrument as a cloud of the Lessor's title, including cost of suit and reasonable attorney's fees.

f. This lease and all rights of Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages that may now or hereafter affect the demised premises, or any part thereof, and to any and all renewals, modifications or extensions of any such mortgages. Lessee shall, on demand, execute, acknowledge and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this lease and all rights therein to the lien of any such mortgage or mortgages and each renewal, modification or extension, and if Lessee shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Lessor, in addition to any other remedies available in consequence thereof, may execute, acknowledge and deliver the same as Lessee's attorney in fact and in Lessee's name. Lessee hereby irrevocably makes, constitutes and appoints Lessor, Lessor's successors and assigns, Lessee's attorney in fact for that purpose.

g. No amendment or modification of this lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this agreement.

h. The individuals executing this agreement hereby acknowledge that they have been duly authorized to do so on behalf of the entities that they respectively represent, and all necessary acts and approvals have been accomplished or completed by said entities so that the terms hereof shall be binding upon said entities.

i. The undersigned Guarantor does hereby absolutely, unconditionally and irrevocably guarantee to Lessor the full and complete performance of all of Lessee's covenants and obligations under this lease and the full payment by Lessee of all rent, additional charges, and other charges and amounts required to be paid hereunder during the entire term of the lease, including extensions, renewals or periods of holding over.

j. Lessee is hereby granted an Option to purchase the property at a price of \$1,000,000.00 (or as negotiated with Lessor) and such Option shall expire at the end of the first lease term, AND Lessee is hereby granted a First Right of Refusal in the event Lessor receives an offer to purchase from a third party. In that event Lessee shall have the first right to purchase the property at the same price, terms, and conditions as shall be contained in such offer. Lessor shall give Lessee notice in writing of the price and all of the other terms and

conditions contained in such offer; and Lessee shall have 30 days from and after the receipt of such notice from lessor, in which to elect to purchase and shall notify Lessor in writing. Lessor may sell the property if no notice is received from Lessee. This First Right of Refusal shall be in effect for the first two (2) year lease term only.

- k. IF the use of the leased Premises should at any time during the Lease term be prohibited by law or ordinance or other governmental regulation, prevented by injunction, be at risk of forfeiture or seizure, or Lessee is unable to hold a state or local MIP license at the Premises, this Lease may be, at Lessee's sole option, thereby terminated without penalty, and Lessee shall be entitled by reason thereof to surrender the leased Premises and to the abatement or reduction in rent for the remaining term.

LESSOR:

Knight & Durmas Properties, LLC

By: *Reg Knight* 2-23-16

LESSEE:

Good Day, LLC

By: *[Signature]* 2/23/16

GUARANTOR:

Letter Of Permission From Property Owner

Property Parcel # 2409-124-00-010
Account # R370100

Property Address: 101 Cardinal Way, Units 8 & 9
Parachute, (Garfield County), CO 81635

Legal Description: Lot 3, St. John addition to the Town of Grand Valley (now Parachute)
according to the plat recorded July 23, 1974, at Reception No. 263999.
Except that portion conveyed to the Town of Parachute by Deed recorded May 16, 2006 In
Book 1800 at Page 392.

Property Owner Name: Knight and Durmas Properties, LLC, A Colorado Limited Liability
Company

Address: P.O. Box 43, Whitewater, CO 81527

I, Greg Knight, representative for Knight and
Durmas Properties, LLC, A Colorado Limited Liability, do hereby give permission to
Lessees Christopher D. Burke and Kimberly J. Burke, owners/operators of Good Day
LLC (dba Elevated Edibles), to operate a Retail Marijuana Infused Product
Manufacturing Facility at the aforementioned property address.
Permission to use the property is hereby granted only if Good Day LLC (dba Elevated
Edibles) has all of the proper permits from the Town of Parachute, Garfield County,
State of Colorado, and/or any other required entities. Also Good Day LLC (dba Elevated
Edibles) must not use the property for any illegal purpose.

PROPERTY OWNER SIGNATURE:

Greg Knight

Dated this 9 day of Feb, 2016



dba: Elevated Edibles



Operating Plan

14 MARCH 2016

Executive Summary

“Make the most of the Indian Hemp Seed and sow it everywhere.”

George Washington

There has been no single plant in modern history that has been more misunderstood than the various genus of Cannabis. Having been widely used for the past 12,000 years throughout the Asian and European continents, we are just now beginning to understand and promote its importance both industrially, medically, nutritionally, socially and perhaps most importantly as a tremendous source of revenue both publically and privately.

Good Day LLC believes the time is now to utilize technology, science and environmental passion to provide a socially responsible Cannabis product that exceeds the expectations of the consumer. Operating out of a Marijuana Infused Product (MIP) manufacturing facility in Parachute, Colorado, Good Day LLC dba Elevated Edibles, will provide various healthy and nutritious edible products made from organic ingredients which are gluten-free, sugar-free and non-GMO and are infused with top quality strains of dried flowered Cannabis Sativa and Indica, as well as non-THC cannabinoid oils. These edible products will be manufactured to augment the purported relief of various medical conditions as well as provide enjoyment for social and outdoor recreational use. Good Day products will be elite, developed to capture and retain a choosy consumer niche within the larger market where a desire for healthy, top quality and environmentally responsible organic Cannabis is most important. In essence, Good Day's Elevated Edibles will be the “cream of the crop” of healthy Cannabis-infused edible products.

Parachute currently has three retail providers servicing a city population of roughly 5,000 residents encompassing a span of approximately 9.6 square miles (which includes Battlement Mesa). Neighboring towns include Rifle to the east and DeBeque to the west. The Town of Parachute is a small community of approximately 1,100 people located on I-70 halfway between Grand Junction and Glenwood Springs, Colorado. The community consists of hardworking and friendly folks adjoined to the unincorporated community of Battlement Mesa just across the river. Although legally separated, both communities act as one and support each other in a variety of endeavors. Parachute is a community serviced by two railroads. Access to the railroads and the Interstate make Parachute a prime place to conduct business. Parachute is working diligently to identify annexation opportunities that will provide even more space to expand and attract more business. The town motto is “A Safe Place to Land”. The Town staff and Board of Trustees support business growth and are working to “Make it Happen.”

Good Day intends to develop its brand name, Elevated Edibles, as the creator of top choice and healthy edibles, with a focus on quality vs. quantity that will be wholesaled to existing recreational retailers in Parachute and throughout the Western Slope and Front Range areas. Initially, products will include Raw Infused Chocolates, Infused Teas, and other specialty edibles; all formulated to exceed industry standards. As demand for our specialty products increases, Good Day will create and develop new products for Colorado's most discerning Cannabis consumers. The Town of Parachute will benefit exponentially with each new product Good Day develops.

Objectives

Good Day submitted the Colorado Business Retail Marijuana License Application for a Marijuana Infused Product (MIP) Facility with the Colorado Department of Revenue's Marijuana Enforcement Division (MED) office on March 9, 2016. As per state regulations, a MIP facility is considered a "wholesale" operation which is prohibited from selling product directly to the public. Good Day has leased property at 101 Cardinal Way, Units 8 & 9 for the purpose of manufacturing marijuana infused edible products. Additionally, Good Day is in the process of developing Standard Operating Procedures and will thoroughly prepare and submit all administrative requirements for obtaining both state and local jurisdictional approvals in order to begin product manufacturing by summer, 2016.

Ownership and Management

As required by the Town of Parachute Ordinance #683, please note that no person holding ownership interest in this 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.

Owners:

Kimberly and Christopher Burke, PO Box 178, Crawford, CO 81415; (970) 399-5808; kiburke.ee@gmail.com and cdburke.ee@gmail.com, respectively.

Manager:

Stevi Belle, 98 D 

Good Day ownership and management represent a combination of vision, responsibility and desire for excellence. Kimberly is a founding member of the North Fork Community Montessori School in Hotchkiss, Colorado; which is now proudly known as the 4th highest rated Montessori School in Colorado and is currently described as a "School of Innovation" for Delta County. Christopher is a formerly decorated U.S. Defense Department Contractor having worked in difficult logistical and planning environments for 14 years of service in support of various military campaigns overseas. Stevi has been involved in the health and healing arena for over 40 years. Her life has been focused on education and facilitation of healing protocols in many areas. She is known internationally for her teaching and facilitation of healing protocols. She has been cooking and formulating healthy foods since her youth. Her focus is to support the health and well-being in her own life, in the lives of those she works with and those who partake in the food items that she formulates and creates.

We are people that can be trusted, relied on and are focused on being the best in the industry. We represent quality and do so in strict adherence to governmental regulations. We aim to be a steward for the Marijuana industry, active volunteers within the communities that we serve and a trend setter in the industry that will be a benchmark for others. We believe our offerings will enhance the already wonderful Parachute community.

Areas of Risk

Mitigation plans to ensure Licensing approvals, regulatory compliance and future market saturation will be addressed among partners at a tactical level. Regarding current Federal Schedule 1 legislation, on August 29, 2013 the Justice Department released statements that it will not challenge a state's marijuana laws so long as the businesses do not violate 8 federal enforcement priorities. These priorities are as listed below, and they encompass a large part of Good Day's priorities as well.

1. Preventing the distribution of marijuana to minors;
2. Preventing revenue from the sale of marijuana from going to criminal enterprises, gangs, and cartels;
3. Preventing the diversion of marijuana from states where it is legal under state law in some form to other states;
4. Preventing state-authorized marijuana activity from being used as a cover or pretext for the trafficking of other illegal drugs or other illegal activity;
5. Preventing violence and the use of firearms in the cultivation and distribution of marijuana;
6. Preventing drugged driving and the exacerbation of other adverse public health consequences associated with marijuana use;
7. Preventing the growing of marijuana on public lands and the attendant public safety and environmental dangers posed by marijuana production on public lands; and
8. Preventing marijuana possession or use on federal property.

Strategy and Implementation

Good Day LLC dba Elevated Edibles will promote and deliver a variety of high-quality Cannabis edibles by utilizing an environmentally and socially conscientious platform. Under strict respect and adherence to current legislation, including the Town of Parachute Ordinance # 683, Good Day aims to be a steward for the industry, a trendsetting leader for others to benchmark. Good Day's approach to creating healthy edibles is based on the most current studies and information and we will continue to stay on top of health and wellness trends as they develop.

Location Limitations of Retail Marijuana Establishments

The Town of Parachute Ordinance #683 stipulates that retail marijuana product manufacturing facilities may be located in the following zoning districts:

- SC – Service Commercial
- OTC – Old Town Center
- LI – Light Industrial
- GI – General Industrial
- HT – Highway Tourist
- NC – Neighborhood Commercial
- Existing non-residential PUD

As indicated on the attached map, Good Day's chosen location at 101 Cardinal Way falls within the NC (Neighborhood Commercial) Zoning District and therefore meets all Zoning requirements.

Ordinance #683 also requires that no retail marijuana facility be within five-hundred feet (500') of any existing public or private school, as measured by direct pedestrian access. As indicated on the attached Google Maps, the Parachute Rmser Headstart Center, the Grand Valley Center for Family Learning School, and the Garfield County School District are all approximately .6 miles from the Good Day location at 101 Cardinal Way. Grand Valley High School at 800 Cardinal Way is approximately .8 miles from Good Day. Therefore the Good Day location at 101 Cardinal Way meets this requirement as well.

In addition, Ordinance #683 requires that no retail marijuana facility be within one-hundred and fifty feet (150') of another retail marijuana establishment, as measured by direct pedestrian access. As indicated on the attached map, Bud's Limited Dispensary at 104 Cardinal Way is the closest retail marijuana establishment with a direct pedestrian distance of 462'. As measured by a straight line distance (property line to property line) The Green Joint Dispensary is approximately 1,400' away; and Tumbleweed Dispensary is approximately 1900' away from the Good Day location at 101 Cardinal Way; thus fulfilling the 150' distance requirement.

Security and Surveillance

Security is of the utmost importance to all retail marijuana facilities and Good Day LLC is committed to following all state guidelines and requirements as outlined in the MED Permanent Rules Related to the Colorado Retail Marijuana Code, dated September 9, 2013, and revised November 30, 2015. We are currently working with a security design expert to ensure that our security and surveillance system meets and/or exceeds all governmental specifications. Specifically regarding camera placement, at a minimum, Good Day will provide camera coverage at all Limited Access Areas and all points of ingress and egress to the exterior of the licensed premises. All MIP manufacturing facilities are highly regulated and encompass a tightly controlled environment. As required by law, Good Day will operate a restricted access facility; meaning that no one can enter that is under 21 years of age. Access will only be permitted to badged personnel that have appointments or are scheduled to pick up product.

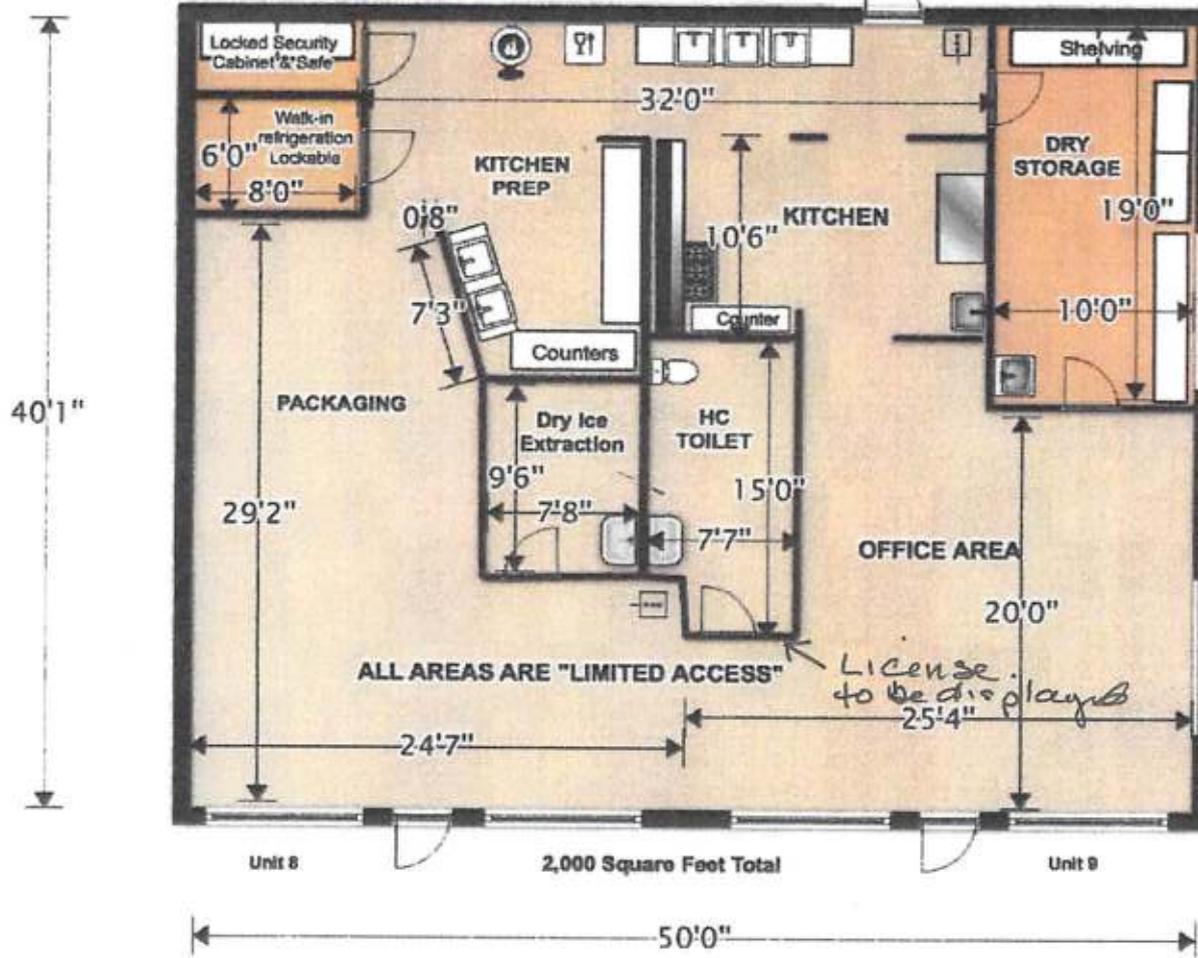
Hours of Operation

Operating hours will typically be 9:00 a.m. to 5:00 p.m. Monday – Friday; however, there may be periods when production and/or packaging/shipping demands will require operation from 9:00 a.m. to 9:00 p.m. daily, as allowed by Town of Parachute Ordinance No. 683.

Items of Special Concern

Good Day would like to address some concerns that seem to have been voiced by many. Firstly, we would like to address the common concern regarding odor. Be advised that we are not growing marijuana in any way, shape, or form at or on these premises. Please note, there is very little odor created in our baking and cooking processes; however, as a precaution we are using carbon filters to mitigate any odor that might occur. Secondly, Good Day will only be using dry ice/cold water extracting methods to create our concentrates. We will not be using any kind of potentially hazardous chemicals or accelerants in any aspects of our business or on the permitted premises. Thirdly, the entire premises are considered "limited access", meaning only badged employees will be permitted inside the premises. Fourthly, as we are a wholesale operation we will not be selling marijuana products to the public; by law we are only allowed to sell to retail stores. Most importantly, we look forward to doing everything we can to contribute to the health and well-being of the Parachute community.

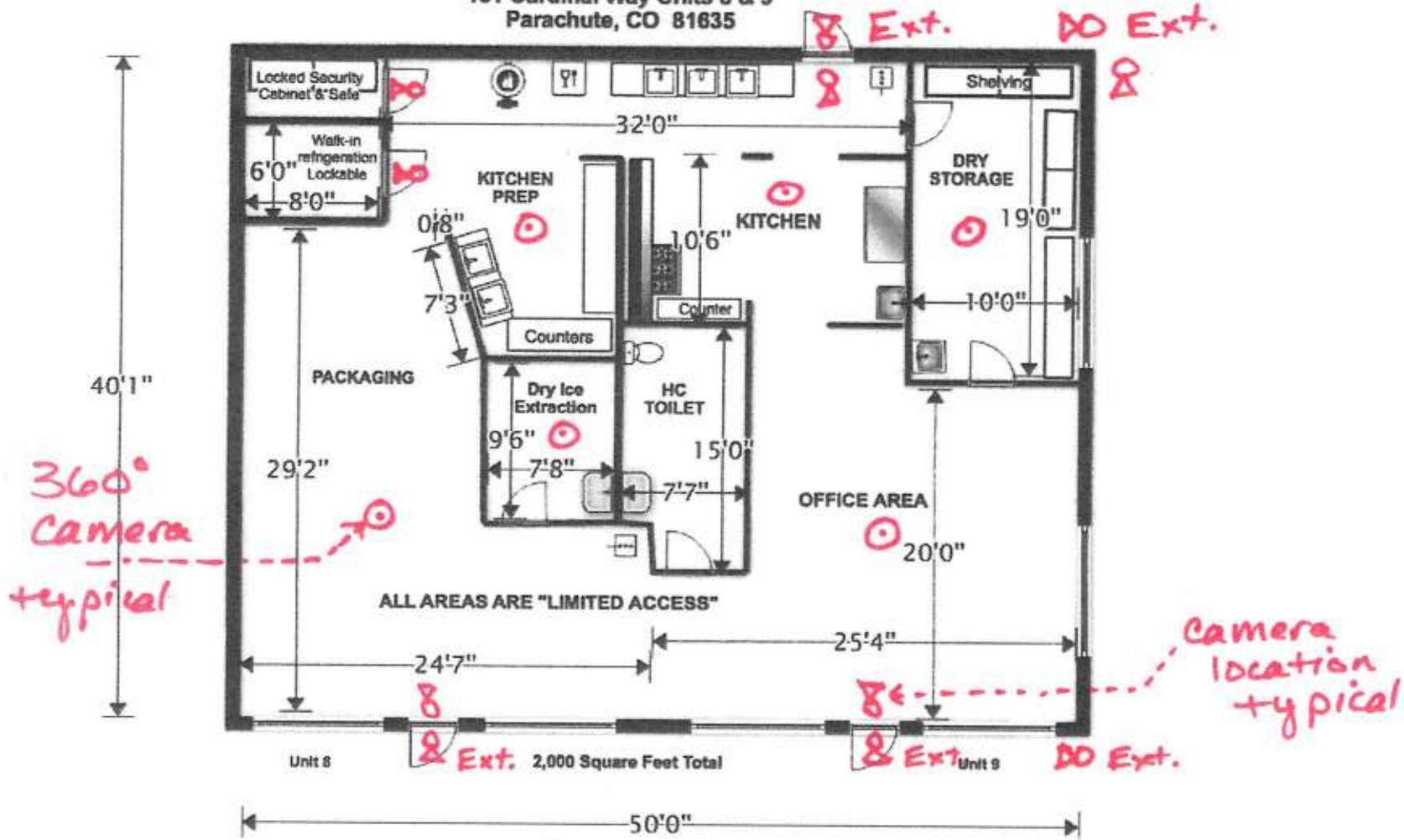
Good Day LLC dba Elevated Edibles
 MIP (Marijuana Infused Product) Facility
 101 Cardinal Way Units 8 & 9
 Parachute, CO 81635




Good Day LLC
 Parachute, CO

Kimberly & Christopher Burke
 kimberly@paonia.com cdburke@paonia.com
 970.261.5864 970.399.5808

Good Day LLC dba Elevated Edibles
 MIP (Marijuana Infused Product) Facility
 101 Cardinal Way Units 8 & 9
 Parachute, CO 81635



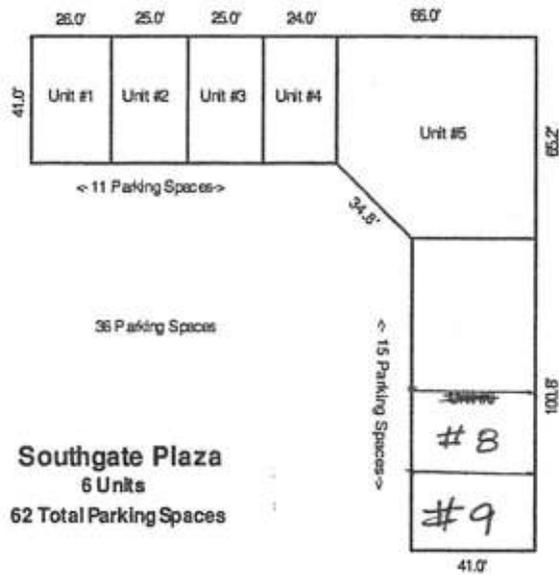
Kimberly & Christopher Burke
 kimberly@paonia.com cdburke@paonia.com
 970.261.5864 970.399.5808

THE IMPROVEMENTS

The Subject is a 1982 built neighborhood commercial strip center/ shopping plaza. It is wood frame construction upon a slab foundation with a cedar & stucco exterior. The windows are metal frame and are of average quality and condition.

The Subject's **nine suites** are partitioned into **six units** ranging in size from 984 SF to 4,133 SF.

Each unit has glass front doors and metal exterior rear doors. Heating and cooling is forced air and evaporative cooling. Interior and exterior finish is summarized below:



Units	Six	Baths	Eight
Flooring	Carpet, Vinyl, Tile /Average	Bath Floors	Vinyl/Average
Walls	Drywall/Average	Trim	Wood/Average
Heating	Forced Air Average	Cooling	Evaporative/Average
Exterior Doors	Glass/Average Metal/Average	Interior doors	Wood Hollow Core/Average
Windows	Metal/Average	Lighting	Florescent & Can/Average
Ceiling	Drop Ceiling/Average Drywall/Average	Exterior	Front: Stucco/Average Rear: Cedar/ Average
Roof	Flat/Average	Gutter/Down	Metal/Average
Foundation	Slab		

All units have one 2-piece bath and are in average condition.

Subject Photo and a dissuasion of individual units follow:

Good Day LLC
 dba Elevated Edibles
 101 Cardinal Way
 Parachute, CO 81635

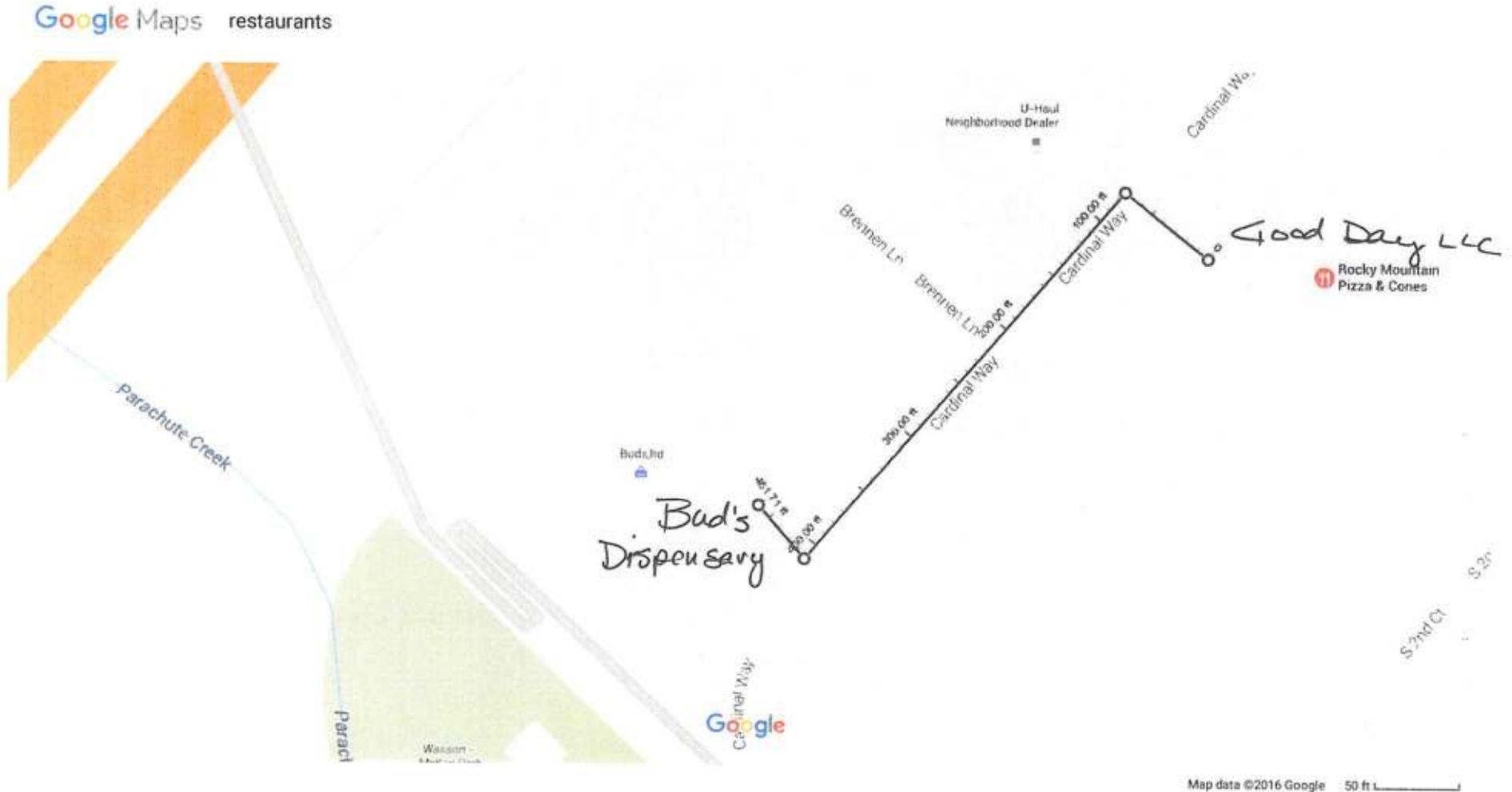


101 Cardinal Way, Parachute, CO to 800 Cardinal Way, Parachute, CO 81635

Drive 0.8 mile, 3 min



101 Cardinal Way
Parachute, CO 81635



Measure distance
Total distance: 461.71 ft (140.73 m)

Google Maps Rocky Mountain Pizza & Cones



(1,402.58 FT)
 (427.51 m)



(1,896.17 Ft.)
 (577.95m)

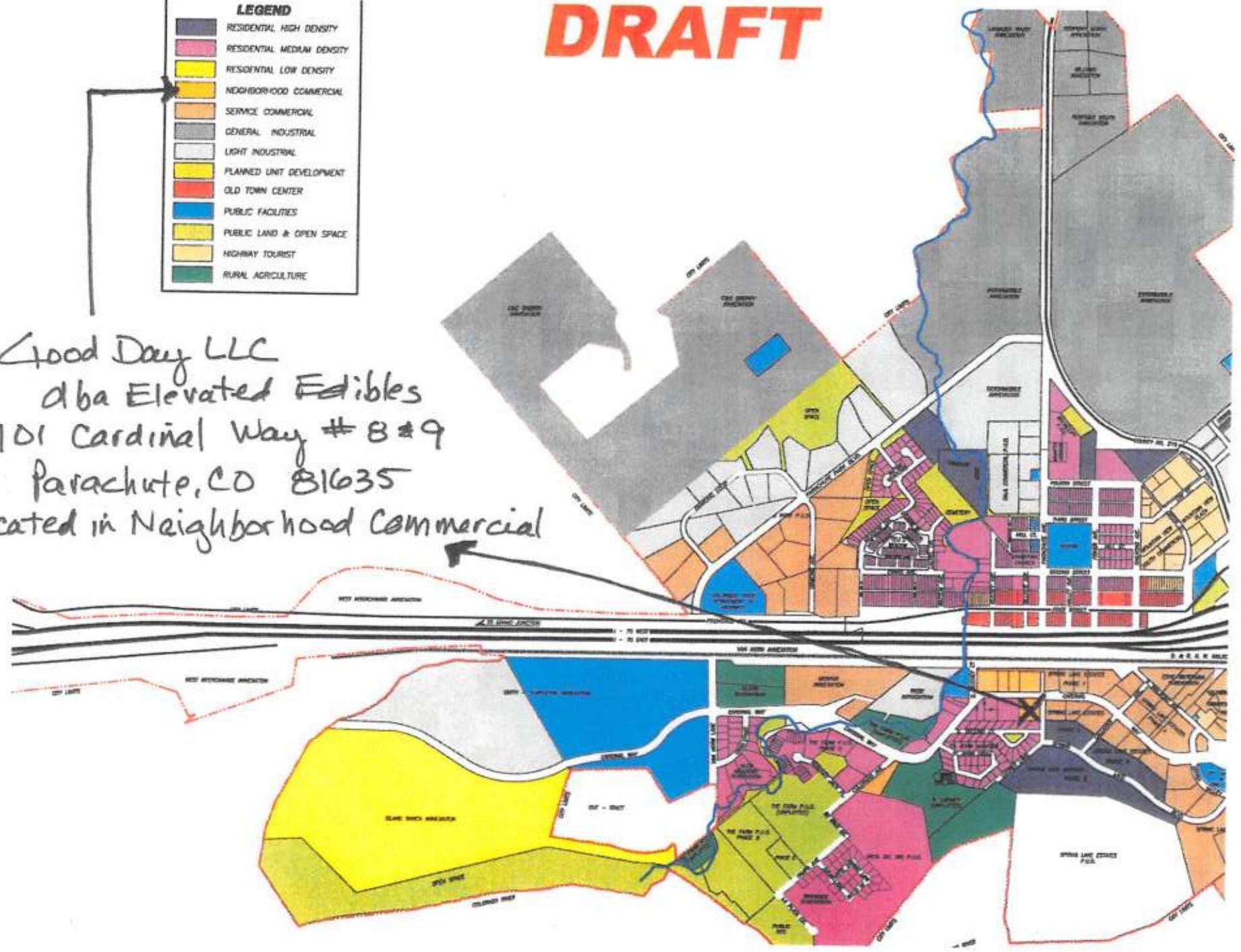
Town of Parachute

DRAFT

LEGEND

[Dark Purple 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
[Yellow-Green Box]	PLANNED UNIT DEVELOPMENT
[Red Box]	OLD TOWN CENTER
[Blue Box]	PUBLIC FACILITIES
[Light Yellow Box]	PUBLIC LAND & OPEN SPACE
[Light Orange Box]	HIGHWAY TOURIST
[Green Box]	RURAL AGRICULTURE

Good Day LLC
 dba Elevated Edibles
 101 Cardinal Way # B#9
 Parachute, CO 81635
 Located in Neighborhood Commercial



Town of Parachute
222 Grand Valley Way
PO Box 100
Parachute CO 81635 970-285-7630

Receipt No: 1.001437 Mar 14, 2016

GOOD DAY, LLC

Previous Balance: .00
Tax / Licenses & Permits
Marijuana Licenses 5,000.00
10-32-140
MARIJUANA LICENSING

Total: -----
5,000.00
=====

Check / Money Orders
Check No: 1029 5,000.00
Total Applied: 5,000.00

Change Tendered: -----
.00
=====

Duplicate Copy
03/14/2016 02:31PM

Ad Name: 12042843A
Customer: Stevi Belle
Your account number is: 9550837

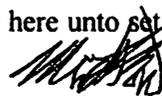
PROOF OF PUBLICATION
THE RIFLE
CITIZEN TELEGRAM

STATE OF COLORADO,
COUNTY OF GARFIELD

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

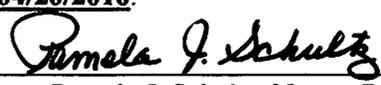
That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said weekly newspaper for the period of 1 consecutive insertions; and that the first publication of said notice was in the issue of said newspaper dated 4/14/2016 and that the last publication of said notice was dated 4/14/2016 the issue of said newspaper.

In witness whereof, I have here unto set my hand this 04/20/2016.



Michael Bennett, Publisher

Publisher Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this 04/20/2016.



Pamela J. Schultz, Notary Public

My Commission expires:

November 1, 2019

NOTICE OF PUBLIC HEARING

Pursuant to Town of Parachute Ordinance No. 683, Section 6.11.100 D:

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a license to operate a Retail Marijuana Infused Product (MIP) Manufacturing Facility.

APPLICANT: Good Day LLC, dba Elevated Edibles

ADDRESS OF APPLICANT: P.O. Box 178, Crawford, CO 81415

ADDRESS OF PROPOSED LICENSED PREMISES:

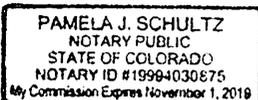
101 Cardinal Way, Units 8 & 9, Parachute, CO 81635

DATE OF APPLICATION: March 14, 2016

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Thursday, May 19, 2016 at 6:30 p.m. in the Board Room of 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 P.O. BOX 100, PARACHUTE, COLORADO 81635-0100

Published in The Citizen Telegram April 14, 2016 (12042843)



7015 3010 0001 1967 4337

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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **Marjorie Rupp & John Waite**
City, State **P.O. Box 232**
PS Form **Parachute, CO 81635** Instructions

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RIFLE, CO 81650

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Extra Services & Fees (check box, add fee as appropriate)	\$2.80
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **B & V Developers LLC**
City, State **0259 County Road 320**
PS Form **Rifle, CO 81650** Instructions

7015 3010 0001 1967 4047

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CHARLOTTE, NC 28201

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Extra Services & Fees (check box, add fee as appropriate)	\$2.80
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **Family Dollar Stores Inc**
Julian & Lillian Timm
City, State **P.O. Box 1017**
PS Form **Charlotte, NC 28201-1017** Instructions

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Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **Roger & Sandra Knox**
City, State **2470 County Road 306**
PS Form **Parachute, CO 81635** Instructions

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PARACHUTE, CO 81635

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Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
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<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	

David Eisenberg
 164 S. 2nd Court
 Parachute, CO 81635

for Instructions

7015 3010 0001 1967 4207

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GLENWOOD SPRINGS, CO 81601

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Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	

David Eisenberg
 2225 Midland Avenue
 Glenwood Springs, CO 81601

for Instructions

7015 3010 0001 1967 4313

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RIFLE, CO 81650

Certified Mail Fee	\$3.45	0583 03
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	

M & M Ventures Inc.
 120 East 3rd Street #A
 Rifle, CO 81650

Instructions

7015 3010 0001 1967 4306

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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45	0583 03
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	

M & M Ventures Inc.
 128 Cardinal Way
 Parachute, CO 81635

Instructions

7015 3010 0001 1967 4177

U.S. Postal Service
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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45	0583 03
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	
Sent To		

Sent To
Street: Lorraine E. Sadler
City, State: 179 S. 2nd Court
PS Form: Parachute CO 81635

7015 3010 0001 1967 4184

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OKLAHOMA CITY, OK 73108

Certified Mail Fee	\$3.45	0583 03
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	
Sent To		

Sent To
Street: Michaelson, Conner & Boul Inc.
City: Sec. of Housing & Urban Dev.
PS: 4400 Will Rogers Pkway. Ste. 300
Oklahoma OK 73108

7015 3010 0001 1967 4108

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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45	0583 03
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	
Sent To		

Sent To
Street: Family Dollar Stores Inc.
City: Julian & Lillian Timm
PS F: 98 Cardinal Way
Parachute, CO 81635

7015 3010 0001 1967 4115

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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45	0583 03
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	
Sent To		

Sent To
Street: Town of Parachute
City: P.O. Box 100
PS: Parachute CO 81635

7015 3010 0001 1967 4146

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CERTIFIED MAIL® RECEIPT
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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45	0583 03
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	
Sent To		

Sent To
Street: Arnoldo Cordova Romo
City: 183 S. 2nd Court
PS F: Parachute CO 81635

7015 3010 0001 1967 4191

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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45	0583 03
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	04/01/2016
Total Postage and Fees	\$6.74	
Sent To		

Sent To
Street: Valley Creekside LLC
City: 600 Cardinal Way
PS F: Parachute CO 81635

7015 3010 0001 1967 4221

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GRAND JUNCTION, CO 81507

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **Joy A. Wagner**
City, State **2015 F 1/4 Road 81507**
PS Form **Grand Junction, CO 81503**

7015 3010 0001 1967 4236

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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **Michaelson, Conner & Boul Inc.**
City, State **Sec. of Housing & Urban Dev. 176 S. 2nd Court**
PS Form **Parachute, CO 81635**

7015 3010 0001 1967 4153

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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **Judith R. Hayward**
City, State **180 S. 2nd Court**
PS Form **Parachute, CO 81635**

7015 3010 0001 1967 4214

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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **Home Space Storage LLC**
City, State **160 Cardinal Way**
PS Form **Parachute, CO 81635**

7015 3010 0001 1967 4160

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PARACHUTE, CO 81635

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **Ronald R & Pamela A Jarrett**
City, State **184 S. 2nd Court**
PS Form **Parachute, CO 81635-9610**

7015 3010 0001 1967 4122

U.S. Postal Service™
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WHITWATER, CO 81527

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.80
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

0583
03

Postmark
Here

Postage	\$0.49
Total Postage and Fees	\$6.74

04/01/2016

Sent To
Street **Knight & Dumas Properties**
City, State **P.O. Box 43**
PS Form **Whitewater, CO 81527**

7015 3010 0001 1967 4061

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PARACHUTE, CO 81635

OFFICIAL USE

Certified Mail Fee	\$3.45	0583
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	
Total Postage and Fees	\$6.74	04/01/2016

Sent To
 Street: Home Space Storage LLC
 City, State: 158 Cardinal Way
 PS Form 3811 Parachute, CO 81635 Instructions

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PARACHUTE, CO 81635

OFFICIAL USE

Certified Mail Fee	\$3.45	0583
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	
Total Postage and Fees	\$6.74	04/01/2016

Sent To
 Street: Marjorie Rupp & John Waite
 City, State: 127 Cardinal Way
 PS Form 3811 Parachute, CO 81635 Instructions

7015 3010 0001 1967 4139

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PARACHUTE, CO 81635

OFFICIAL USE

Certified Mail Fee	\$3.45	0583
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	
Total Postage and Fees	\$6.74	04/01/2016

Sent To
 Street: Home Space Storage LLC
 City, State: 136 Cardinal Way
 PS Form 3811 Parachute, CO 81635 Instructions

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PARACHUTE, CO 81635

OFFICIAL USE

Certified Mail Fee	\$3.45	0583
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	
Total Postage and Fees	\$6.74	04/01/2016

Sent To
 Street: Home Space Storage LLC
 City, State: 156 Cardinal Way
 PS Form 3811 Parachute, CO 81635 Instructions

7015 3010 0001 1967 4252

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PARACHUTE, CO 81635

OFFICIAL USE

Certified Mail Fee	\$3.45	0583
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	
Total Postage and Fees	\$6.74	04/01/2016

Sent To
 Street and: Joy A. Wagner
 City, State: 104 Cardinal Way
 PS Form 3811 Parachute, CO 81635 Instructions

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PARACHUTE, CO 81635

OFFICIAL USE

Certified Mail Fee	\$3.45	0583
Extra Services & Fees (check box, add fee as appropriate)	\$2.80	03
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.49	
Total Postage and Fees	\$6.74	04/01/2016

Sent To
 Street: Roger & Sandra Knox
 City, State: 170 S. 2nd Court
 PS Form 3811 Parachute, CO 81635 Instructions



NOTICE OF PUBLIC HEARING

Pursuant to Town of Parachute Ordinance No. 683, Section 6.11.100 D:

NOTICE IS HEREBY GIVEN that an application has been made to the Local Licensing Authority of the Town of Parachute, Colorado, for a license to operate a Retail Marijuana Infused Product (MIP) Manufacturing Facility.

APPLICANT: Good Day LLC, dba Elevated Edibles

ADDRESS OF APPLICANT: P.O. Box 178, Crawford, CO 81415

ADDRESS OF PROPOSED LICENSED PREMISES:

101 Cardinal Way, Units 8 & 9, Parachute, CO 81635

DATE OF APPLICATION: March 14, 2016

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on Thursday, April 21, 2016 at 6:30 p.m. in the Board Room of 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

P.O. BOX 100, PARACHUTE, COLORADO 81635-0100

Published in The Citizen Telegram March 31, 2016



Town of Parachute

A Safe Place to Land

Lynn Stroud, Management Analyst

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

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

STAFF REPORT

DATE: May 12th, 2016

TO: Town of Parachute Board of Trustees

FROM: Lynn Stroud, Management Analyst

SUBJECT: WATER, WASTEWATER AND IRRIGATION RATE CHANGES/MODIFICATIONS

Background

An initial change to the water and wastewater billing rates was proposed at the March 17, 2016. A number of questions were submitted by the Board in regards to our current utility billing structure, our infrastructure plan for irrigation and how all these will affect our community.

This proposal was re-visited on April 21st, 2016. Concerns were established in regards to multi-unit facility customers, with Board direction given to discuss the rate changes and establish an amicable understanding between the Town and property owners of these facilities.

Staff Analysis

The current utility billing rates are outdated and must be changed/modified to create fair billing practices across the community in addition to creating a long-term balanced financial plan for the Town of Parachute.

Thorough research into the utility billing programs of other local communities along the corridor gave way to a sound approach to plan and prepare the utility billing ordinance for the Town of Parachute. The goals in no particular order are as follows:

- A balanced billing plan for fair billing to the residents and businesses of Parachute.
- An established calculation for fair billing of wastewater services to residents that currently do not have access to and usage of the public irrigation system.
- A budget conscious approach to billing irrigation fees equally over 12 months.

- Fair billing practices towards multi-unit residential.
- Billing practices to maintain financial independence of the water and wastewater funds for today and into the future.

The proposed ordinance establishes a clear and concise approach to each of these goals. Contrary to historical rate changes, the proposed ordinance will result in lower fees for a substantial portion of the community, both residential and commercial. This is important in light of the current economic down turn in this area.

In addition, the newly established water and wastewater tier levels will promote a more conscientious approach to water conservation. The promotion of water conservation in the community will have a positive environmental and financial impact. (i.e. Less consumption, less production, less production overhead for the Town.)

Attorney Review

See Ordinance No. 695

Recommendations

I strongly recommend, based on my research and analysis that Ordinance No. 695 be approved at this time. It is in the best interest of the Town and residents.

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

TOWN OF PARACHUTE WATER TIER PROPOSAL MAY 2016

SEWER - CURRENT RATES

DESCRIPTION	CURRENT RATES
CORPORATE INSIDE TOWN LIMITS	
First 10,000 Gallons (Min. Billing)	36.08
10,001 through 13,000 Gallons	3.11
Above 13,000 Gallons	3.36
December Income @ Current	4,376.15
December Only Revenue Increase	1,767.43

DESCRIPTION	CURRENT RATES
CORPORATE OUTSIDE TOWN LIMITS	
First 10,000 Gallons (Min. Billing)	39.84
10,001 through 13,000 Gallons	3.28
Above 13,000 Gallons	3.49
December Income @ Current	39.84
December Only Revenue Increase	10.11

SEWER - PROPOSED TIER RATE SYSTEM

DESCRIPTION	NEW RATES
CORPORATE INSIDE TOWN LIMITS	
First 3,000 Gallons (Min. Billing)	39.95
3,001 through 6,000 Gallons	2.75
6,001 through 9,000 Gallons	3.50
9,001 through 12,000 Gallons	4.25
Above 12,000 Gallons	5.00
December Income @ Modified	6,143.58
Additional Annual Income	21,209.16

DESCRIPTION	NEW RATES
CORPORATE OUTSIDE TOWN LIMITS	
First 3,000 Gallons (Min. Billing)	49.95
3,001 through 6,000 Gallons	2.75
6,001 through 9,000 Gallons	3.50
9,001 through 12,000 Gallons	4.25
Above 12,000 Gallons	5.00
December Income @ Modified	49.95
Additional Annual Income	121.32

SAMPLE CHART OF RATE CHANGE COMPARISON

SEWER - CURRENT RATES

DESCRIPTION	CURRENT RATES
RESIDENTIAL INSIDE TOWN LIMITS	12,650.15
* INCLUDES REDUCED RATES	
RESIDENTIAL OUTSIDE TOWN LIMITS	677.28
CORPORATE INSIDE TOWN LIMITS	4,376.15
CORPORATE OUTSIDE TOWN LIMITS	39.84
December Income @ Current	17,743.42
December Only Revenue Increase	2,319.41

SEWER - PROPOSED TIER RATE SYSTEM

DESCRIPTION	NEW RATES
RESIDENTIAL INSIDE TOWN LIMITS	13,150.15
RESIDENTIAL OUTSIDE TOWN LIMITS	719.15
CORPORATE INSIDE TOWN LIMITS	6,143.58
CORPORATE OUTSIDE TOWN LIMITS	49.95
December Income @ Modified	20,062.83
Additional Annual Income	27,832.92

TOWN OF PARACHUTE WATER TIER PROPOSAL MAY 2016

SEWER - CURRENT RATES

DESCRIPTION		CURRENT RATES
RESIDENTIAL INSIDE TOWN LIMITS		
	First 10,000 Gallons (Min. Billing)	36.08
	10,001 through 13,000 Gallons	3.11
	Above 13,000 Gallons	3.36
REDUCED RESIDENTIAL		
	First 10,000 Gallons (Min. Billing)	21.34
	10,001 through 13,000 Gallons	3.11
	Above 13,000 Gallons	3.36
MULTI-UNIT RESIDENTIAL		
	First 10,000 Gallons (Min. Billing)	36.08
	10,001 through 13,000 Gallons	3.11
	Above 13,000 Gallons	3.36
December Income @ Current		12,650.15
December Only Revenue Increase		500.00

SEWER - PROPOSED TIER RATE SYSTEM

DESCRIPTION		NEW RATES
RESIDENTIAL INSIDE TOWN LIMITS		
	First 3,000 Gallons (Min. Billing)	29.95
	3,001 through 6,000 Gallons	2.75
	6,001 through 9,000 Gallons	3.50
	9,001 through 12,000 Gallons	4.25
	Above 12,000 Gallons	5.00
REDUCED RESIDENTIAL		
NO MORE REDUCED RATES		
MULTI-UNIT RESIDENTIAL / BY UNIT BILLING		
	First 3,000 Gallons/Unit (Min. Billing)	11.95
	3,001 through 6,000 Gallons/Unit	2.75
	6,001 through 9,000 Gallons/Unit	3.50
	9,001 through 12,000 Gallons/Unit	4.25
	Above 12,000 Gallons	5.00
December Income @ Modified		13,150.15
Additional Annual Income		6,000.00

SEWER - CURRENT RATES

DESCRIPTION		CURRENT RATES
RESIDENTIAL OUTSIDE TOWN LIMITS		
	First 10,000 Gallons (Min. Billing)	39.84
	10,001 through 13,000 Gallons	3.28
	Above 13,000 Gallons	3.49
December Income @ Current		677.28
December Only Revenue Increase		41.87

SEWER - PROPOSED TIER RATE SYSTEM

DESCRIPTION		NEW RATES
RESIDENTIAL OUTSIDE TOWN LIMITS		
	First 3,000 Gallons (Min. Billing)	39.95
	3,001 through 6,000 Gallons	2.75
	6,001 through 9,000 Gallons	3.50
	9,001 through 12,000 Gallons	4.25
	Above 12,000 Gallons	5.00
December Income @ Modified		719.15
Additional Annual Income		502.44

TOWN OF PARACHUTE WATER TIER PROPOSAL MAY 2016

WATER - CURRENT RATES

DESCRIPTION	CURRENT RATES
CORPORATE INSIDE TOWN LIMITS	
First 10,000 Gallons (Min. Billing)	69.45
10,001 through 13,000 Gallons	2.22
Above 13,000 Gallons	3.78
December Income @ Current	6,675.26
December Only Revenue Increase	27.51

DESCRIPTION	CURRENT RATES
CORPORATE OUTSIDE TOWN LIMITS	
First 10,000 Gallons (Min. Billing)	72.23
10,001 through 13,000 Gallons	2.28
Above 13,000 Gallons	3.93
December Income @ Current	72.23
December Only Revenue Increase	-14.28

WATER - PROPOSED TIER RATE SYSTEM

DESCRIPTION	NEW RATES
CORPORATE INSIDE TOWN LIMITS	
First 3,000 Gallons (Min. Billing)	47.95
3,001 through 6,000 Gallons	2.75
6,001 through 9,000 Gallons	3.50
9,001 through 12,000 Gallons	4.25
Above 12,000 Gallons	5.00
December Income @ Modified	6,702.77
Additional Annual Income	330.12

DESCRIPTION	NEW RATES
CORPORATE OUTSIDE TOWN LIMITS	
First 3,000 Gallons (Min. Billing)	57.95
3,001 through 6,000 Gallons	2.75
6,001 through 9,000 Gallons	3.50
9,001 through 12,000 Gallons	4.25
Above 12,000 Gallons	5.00
December Income @ Modified	57.95
Additional Annual Income	-171.36

SAMPLE CHART OF RATE CHANGE COMPARISON

WATER - CURRENT RATES

DESCRIPTION	CURRENT RATES
RESIDENTIAL INSIDE TOWN LIMITS	15,900.60
* INCLUDES REDUCED RATES	
RESIDENTIAL OUTSIDE TOWN LIMITS	811.41
CORPORATE INSIDE TOWN LIMITS	6,675.26
CORPORATE OUTSIDE TOWN LIMITS	72.23
December Income @ Current	23,459.50
December Only Revenue Increase	842.52

WATER - PROPOSED TIER RATE SYSTEM

DESCRIPTION	NEW RATES
RESIDENTIAL INSIDE TOWN LIMITS	16,686.15
RESIDENTIAL OUTSIDE TOWN LIMITS	855.15
CORPORATE INSIDE TOWN LIMITS	6,702.77
CORPORATE OUTSIDE TOWN LIMITS	57.95
December Income @ Modified	24,302.02
Additional Annual Income	10,110.24

TOWN OF PARACHUTE WATER TIER PROPOSAL MAY 2016

WATER - CURRENT RATES

DESCRIPTION	CURRENT RATES
RESIDENTIAL INSIDE TOWN LIMITS	
First 10,000 Gallons (Min. Billing)	44.95
10,001 through 13,000 Gallons	2.22
Above 13,000 Gallons	3.78
REDUCED RESIDENTIAL	
First 10,000 Gallons (Min. Billing)	34.76
10,001 through 13,000 Gallons	2.22
Above 13,000 Gallons	3.78
MULTI-UNIT RESIDENTIAL	
First 10,000 Gallons (Min. Billing)	69.45
10,001 through 13,000 Gallons	2.22
Above 13,000 Gallons	3.78
December Income @ Current	15,900.60
December Only Revenue Increase	785.55

WATER - PROPOSED TIER RATE SYSTEM

DESCRIPTION	NEW RATES
RESIDENTIAL INSIDE TOWN LIMITS	
First 3,000 Gallons (Min. Billing)	37.95
3,001 through 6,000 Gallons	2.75
6,001 through 9,000 Gallons	3.50
9,001 through 12,000 Gallons	4.25
Above 12,000 Gallons	5.00
REDUCED RESIDENTIAL	
NO MORE REDUCED RATES	
MULTI-UNIT RESIDENTIAL / BY UNIT BILLING	
First 3,000 Gallons/Unit (Min. Billing)	19.95
3,001 through 6,000 Gallons/Unit	2.75
6,001 through 9,000 Gallons/Unit	3.50
9,001 through 12,000 Gallons/Unit	4.25
Above 12,000 Gallons	5.00
December Income @ Modified	16,686.15
Additional Annual Income	9,426.60

WATER - CURRENT RATES

DESCRIPTION	CURRENT RATES
RESIDENTIAL OUTSIDE TOWN LIMITS	
First 10,000 Gallons (Min. Billing)	47.73
10,001 through 13,000 Gallons	2.28
Above 13,000 Gallons	3.93
December Income @ Current	811.41
December Only Revenue Increase	43.74

WATER - PROPOSED TIER RATE SYSTEM

DESCRIPTION	NEW RATES
RESIDENTIAL OUTSIDE TOWN LIMITS	
First 3,000 Gallons (Min. Billing)	47.95
3,001 through 6,000 Gallons	2.75
6,001 through 9,000 Gallons	3.50
9,001 through 12,000 Gallons	4.25
Above 12,000 Gallons	5.00
December Income @ Modified	855.15
Additional Annual Income	524.88

**TOWN OF PARACHUTE
ORDINANCE NO. 695-2016**

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING AND ESTABLISHING WATER AND SEWER SERVICE RATES FOR WATER AND SEWER SERVICE PROVIDED BY THE TOWN OF PARACHUTE

WHEREAS, pursuant to Sections 9.17.050 and 9.20.260 the Board of Trustees is empowered to set rates for water and sewer usage within the Town;

WHEREAS, the Town operates a Water Enterprise Fund for its water utility service and a Wastewater Enterprise Fund for its wastewater service;

WHEREAS, the water and sewer service rates set by the Board of Trustees do not adequately correspond to usage and, at present, do not sufficiently cover increasing costs of the Town's water and wastewater utility service;

WHEREAS, the Board of Trustees finds and determines that amendments to create a tiered system of water and sewer service charges charged by the Town is necessary to adequately meet the Town's current and future needs and to remain fiscally responsible in its management of the Water Enterprise Fund and Wastewater Enterprise Fund;

WHEREAS, the Board of Trustees finds and determines that it is in the Town's best interest to amend the water and sewer service charges for both residential and commercial customers and for service within Town limits and outside Town limits; and

WHEREAS, these water and sewer service charge changes shall become effective on _____ 1, 2016 for the utility billing that will be sent the first of _____ 2016.

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

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

Section 2. Section 9.17.120 of the Parachute Municipal Code is hereby repealed and replaced in its entirety as follows:

9.17.120 Water Service Charges.

A. Water Rates for Single-Unit Facilities Within the Corporate Limits: All single-unit facility customers for water measured through meters and non-metered residential rates for domestic and irrigation usage, shall be charged by the Town of Parachute Water Enterprise Fund at the following rates, which shall be billed monthly:

<u>DOMESTIC WATER USAGE</u>	<u>Residential</u>	<u>Commercial</u>
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First 3,000 gallons (minimum)	\$37.95	\$47.95
3,001 – 6,000 gallons <i>(Per 1,000 gallons)</i>	\$2.75	\$2.75
6,001 – 9,000 gallons <i>(Per 1,000 gallons)</i>	\$3.50	\$3.50
9,001 – 12,000 gallons <i>(Per 1,000 gallons)</i>	\$4.25	\$4.25
Above 12,000 gallons <i>(Per 1,000 gallons)</i>	\$5.00	\$5.00

<u>IRRIGATION WATER USAGE</u>	<u>Residential</u>	<u>Commercial</u>
Flat Monthly Rate (12 Months)	\$10.00	\$10.00

Any needed determination as to what constitutes a single-unit facility shall be within the sole discretion of the Town Manager.

- B. Water Rates for Multi-Unit Facilities Within the Corporate Limits: All multi-unit facility customers for water measured through meters and non-metered residential rates for domestic and irrigation usage, shall be charged by the Town of Parachute Water Enterprise Fund at the following rates, which shall be billed monthly:

<u>DOMESTIC WATER USAGE</u>	<u>Residential</u>	<u>Commercial</u>
First 3,000 gallons (minimum) <i>(Per Facility Unit)</i>	\$19.95	\$29.95
3,001 – 6,000 gallons <i>(Per Unit Per 1,000 gallons)</i>	\$2.75	\$2.75
6,001 – 9,000 gallons <i>(Per Unit Per 1,000 gallons)</i>	\$3.50	\$3.50
9,001 – 12,000 gallons <i>(Per Unit Per 1,000 gallons)</i>	\$4.25	\$4.25
Above 12,000 gallons <i>(Per Unit Per 1,000 gallons)</i>	\$5.00	\$5.00

Any needed determination as to what constitutes a multi-unit facility shall be within the sole discretion of the Town Manager.

- C. Water Rates Outside the Corporate Limits: All customers outside the corporate limits of the Town, shall be charged by the Town of Parachute Water Enterprise Fund at the following rates, which shall be billed monthly:

<u>DOMESTIC WATER USAGE</u>	<u>Residential</u>	<u>Commercial</u>
First 3,000 gallons (minimum)	\$47.95	\$57.95

3,001 – 6,000 gallons <i>(Per 1,000 gallons)</i>	\$2.75	\$2.75
6,001 – 9,000 gallons <i>(Per 1,000 gallons)</i>	\$3.50	\$3.50
9,001 – 12,000 gallons <i>(Per 1,000 gallons)</i>	\$4.25	\$4.25
Above 12,000 gallons <i>(Per 1,000 gallons)</i>	\$5.00	\$5.00

D. Bulk and Hydrant Usage.

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

Section 3. Section 9.17.130 of the Parachute Municipal Code is hereby deleted in its entirety.

Section 4. Reduced water rates are hereby eliminated.

Section 5. Section 9.20.240 of Parachute Municipal Code is hereby repealed and replaced in its entirety as follows:

9.20.240 Sewer Service Fees.

A. Sewer Service Rates for Single-Unit Facilities Within the Corporate Limits: All single-unit facility customers for sewer service measured through meters and non-metered residential rates, shall be charged by the Town of Parachute Wastewater Enterprise Fund as set forth below and shall be billed monthly:

The monthly sewer charge shall be based upon the greater of either the prescribed monthly gallons for that use per month set forth in the table below, or the monthly average of water use as established by averaging actual water use within several prior winter months (ranging from two (2) months to five (5) months within November to March, inclusive, depending upon the billing cycle within which the account is placed); provided, however, that if actual monthly consumption exceeds the prescribed minimum monthly gallons for that use but is less than the monthly average that would otherwise apply, the charge shall be based upon actual monthly consumption. If the consumer did not receive water during the prior winter months which would otherwise be used to establish a monthly average, the Town Manager shall estimate the number of gallons used, based upon similar uses, and base the sewer service charge upon this estimate. If the consumer can furnish factual information to the satisfaction of the Town Manager that: (1) at least twenty-five percent (25%) of the water used during the prior months used to establish the

monthly average is not returned to the public sewer system; (2) such winter water use is not typical of annual sewer use; or (3) the Town Manager's determination is otherwise incorrect, a proportionate adjustment may be made in the discretion of the Town Manager.

If billed by monthly gallon usage, the following rates shall apply:

<u>WASTEWATER USAGE</u>	<u>Residential</u>	<u>Commercial</u>
First 3,000 gallons (minimum)	\$29.95	\$39.95
3,001 – 6,000 gallons <i>(Per 1,000 gallons)</i>	\$2.75	\$2.75
6,001 – 9,000 gallons <i>(Per 1,000 gallons)</i>	\$3.50	\$3.50
9,001 – 12,000 gallons <i>(Per 1,000 gallons)</i>	\$4.25	\$4.25
Above 12,000 gallons <i>(Per 1,000 gallons)</i>	\$5.00	\$5.00

Any needed determination as to what constitutes a single-unit facility shall be within the sole discretion of the Town Manager.

- B. Sewer Service Rates for Multi-Unit Facilities Within the Corporate Limits:** All multi-unit facility customers for sewer service measured through meters and non-metered residential rates, shall be charged by the Town of Parachute Wastewater Enterprise Fund as set forth below and shall be billed monthly:

<u>WASTEWATER USAGE</u>	<u>Residential</u>	<u>Commercial</u>
First 3,000 gallons (minimum)	\$11.95	\$21.95
3,001 – 6,000 gallons <i>(Per 1,000 gallons)</i>	\$2.75	\$2.75
6,001 – 9,000 gallons <i>(Per 1,000 gallons)</i>	\$3.50	\$3.50
9,001 – 12,000 gallons <i>(Per 1,000 gallons)</i>	\$4.25	\$4.25
Above 12,000 gallons <i>(Per 1,000 gallons)</i>	\$5.00	\$5.00

Any needed determination as to what constitutes a multi-unit facility shall be within the sole discretion of the Town Manager.

- C. Sewer Service Rates Outside the Corporate Limits:** All customers outside the corporate limits of the Town, shall be charged by the Town of Parachute

Wastewater Enterprise Fund at the following rates, which shall be billed monthly:

<u>WASTEWATER USAGE</u>	<u>Residential</u>	<u>Commercial</u>
First 3,000 gallons (minimum)	\$39.95	\$49.95
3,001 – 6,000 gallons <i>(Per 1,000 gallons)</i>	\$2.75	\$2.75
6,001 – 9,000 gallons <i>(Per 1,000 gallons)</i>	\$3.50	\$3.50
9,001 – 12,000 gallons <i>(Per 1,000 gallons)</i>	\$4.25	\$4.25
Above 12,000 gallons <i>(Per 1,000 gallons)</i>	\$5.00	\$5.00

Section 6. Section 9.20.250 of the Parachute Municipal Code are hereby deleted in its entirety.

Section 7. The water and sewer service rates set forth in this Ordinance shall repeal and replace the rates adopted by any and all prior ordinances.

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 a regular meeting held at Town Hall in the Town of Parachute, Colorado, on the 19th day of May, 2016 and approved by the Mayor on the 19th day of May, 2016.

**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 AND ESTABLISHING WATER AND SEWER SERVICE RATES FOR WATER AND SEWER SERVICE PROVIDED BY THE TOWN OF PARACHUTE

was introduced before the Board of Trustees on April 21, 2016; 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 May 19, 2016, and approved by the Mayor on _____, 2016.

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

Dated this ____ day of May, 2016.

TOWN OF PARACHUTE

Denise Chiaretta, Town Clerk



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

STAFF REPORT

DATE: May 19, 2016
TO: Town of Parachute Board of Trustees
FROM: Stuart S. McArthur, Town Manager
SUBJECT: OFF HIGHWAY VEHICLES (OHV'S) ON TOWN STREETS

Background

A bill was passed during this legislative session (SB 16-008) that addresses the ability to allow Off Highway Vehicles (OHV) to use Town streets and cross state highways. SB-16-008 fixes the gap in local government management of recreational OHVs by allowing municipal regulation of OHV crossing state highways. The bill was amended to ensure collaboration between municipalities and the Colorado Department of Transportation (CDOT) by requiring municipalities to request the approval of the CDOT regional office. That way, a municipality can work with CDOT to address traffic safety issues.

Garfield County is also considering changes to allow OHV's to drive on some County Roads.

Staff Analysis

Allowing OHV's to drive on Town streets is essential to our future plans for economic growth through the recreation industry.

Attorney Review

The Town Attorney has evaluated the potential of OHV's to drive on Town streets and has prepared an ordinance for the Board's consideration to allow such use.

Recommendations

Staff recommends that the Board consider and approve Ordinance 699-2016. This ordinance, if adopted, would permit off-highway vehicles to operate on all local streets and county roads within the borders of the Town. The Town would work with the State of Colorado Department of Transportation (CDOT) to designate official crossings of State Highways and would cooperate with the County to use only those county roads allowed.

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

**TOWN OF PARACHUTE
ORDINANCE NO. 699-2016**

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, ADDING A NEW SECTION, 12.01.110 TO THE PARACHUTE MUNICIPAL CODE AUTHORIZING AND REGULATING THE USE OF OFF-HIGHWAY VEHICLES WITHIN THE TOWN.

WHEREAS, the Town of Parachute (the “Town”) is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and under the Parachute Home Rule Charter;

WHEREAS, pursuant to Title 33, Article 14.5, C.R.S., the Town is authorized to permit “the operation of off-highway vehicles on city streets or county roads” by ordinance or resolution, and to enact regulations for the operation of the same, if consistent with the applicable Colorado statutes and regulations;

WHEREAS, Section 33-14.5-110, C.R.S., was adopted by Senate Bill 2016-008, signed into law on March 16, 2016, and authorizes the Town to require off-highway vehicle operators to be licensed and to carry liability insurance for use on local streets and county roads within the Town’s borders;

WHEREAS, Section 33-14.5-110, C.R.S., further provides that the Town may exercise local control for the safe crossing of state highways upon written request to the regional office of the Colorado Department of Transportation; and

WHEREAS, the Town of Parachute Board of Trustees finds and believes that it is in the interest of the public welfare and safety to authorize the use of off-highway vehicles on all local streets and county roads within the Town.

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

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

Section 2. The Town of Parachute hereby designates and permits off-highway vehicles to operate on all local streets and county roads within the borders of the Town, and amends the Parachute Municipal Code by the addition of a new Section 12.01.110 as follows:

12.01.110 Off-Highway Vehicles.

A. Any person operating an off-highway vehicle on any local street or county road within the Town of Parachute must have in their possession a valid current driver’s license issued by the State of Colorado, or by any other state.

B. When operated on any local street or county road within the Town, off-

highway vehicles shall be considered to be “motor vehicles” as defined in the Colorado Motor Vehicle Financial Responsibility Law, Title 42, Article 7, C.R.S., and shall be required to maintain, and produce upon request by any law enforcement officer, liability insurance equal to at least the minimum amount required by law.

- C. It shall be lawful to cross any State Highway within the Town at an at-grade crossing and consistent with the requirements of Section 33-14.5-108.5, C.R.S.

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 a regular meeting held at Town Hall in the Town of Parachute, Colorado, on the 19th day of May, 2016 and approved by the Mayor on the ___ day of May, 2016.

**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, ADDING A NEW SECTION, 12.01.110 TO THE PARACHUTE MUNICIPAL CODE AUTHORIZING AND REGULATING THE USE OF OFF-HIGHWAY VEHICLES WITHIN THE TOWN.

was introduced before the Board of Trustees on May 19, 2016; 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 May 19, 2016, and approved by the Mayor on _____, 2016.

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

Dated this ____ day of May, 2016.

TOWN OF PARACHUTE

Denise Chiaretta, Town Clerk

TOWN OF PARACHUTE, COLORADO
ORDINANCE NO. 700-2016

AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, ESTABLISHING THE TOWN OF PARACHUTE NOXIOUS WEED ADVISORY BOARD AND AMENDING CHAPTER 8.01 OF THE PARACHUTE MUNICIPAL CODE TO PROVIDE FOR ITS AUTHORITY.

WHEREAS, the Town of Parachute is a Colorado home rule municipality organized pursuant to Article XX of the Colorado Constitution and under the authority of the Town of Parachute Home Rule Charter;

WHEREAS, the Colorado Noxious Weed Act, C.R.S. § 35-5.5-101 *et seq.*, requires that municipalities establish local advisory boards to, among other duties, develop a management plan for the integrated management of designated noxious weeds, which boards may either consist of the Board of Trustees itself, or of residents of the Town;

WHEREAS, Parachute Town Code Title 8, Chapter 01 provides for the regulation of noxious weeds and other undesirable plants, and further requires the Town Manager to cooperate with the Garfield County Undesirable Plant Advisory Commission; and

WHEREAS, the Board of Trustees desires input and advice of Town residents concerning the development and implementation of such a plan.

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

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

Section 2. Establishment. There is hereby established a Town of Parachute Noxious Weed Advisory Board. The Board of Trustees of the Town of Parachute shall act as the Noxious Weed Advisory Board.

Section 3. Adoption. Chapter 8.01 of the Parachute Town Code is hereby amended as follows, with additions shown in double underlined text and ~~strike through language deleted~~:

8.01.010 Definitions.

“Brush” is a volunteer growth of bushes growing out of a place and shall include all cuttings from trees, brushes, and high and rank shrubbery growth, but shall not include sagebrush.

“Integrated management” means the planning and implementation of a coordinated program utilizing a variety of methods for managing noxious weeds and undesirable plants, the purpose of

which is to achieve specified management objectives and promote desirable plant communities. Such methods may include, but are not limited to, education, preventive measures, good stewardship, and the following techniques:

- A. “Biological management”, which means the use of an organism to disrupt the growth of noxious weeds and undesirable plants.
- B. “Chemical management”, which means the use of herbicides or plant growth regulators to disrupt the growth of noxious weeds and undesirable plants.
- C. “Cultural management”, which means methodologies or management practices that favor the growth of desirable plants, including maintaining an optimum fertility and plant moisture status in an area, planting at optimum density and spatial arrangement in an area, and planting species most suited to an area.
- D. “Mechanical management”, which means methodologies or management practices that physically disrupt plant growth, including tilling, mowing, burning, flooding, mulching, hand pulling, hoeing, and grazing.

“Undesirable plant” means Russian, Spotted and Diffuse Knapweed, Leafy Spurge, and any other plant deemed undesirable by the Colorado legislature in Article 5.5 of Title 35, C.R.S., or declared as a primary undesirable plant by the Garfield County Undesirable Plan Advisory Commission.

“Weeds” or “Noxious Weeds” includes any vegetation commonly referred to as a weed, any unsightly, useless, troublesome or injurious herbaceous growing plant, or any vegetation which has been designated a noxious weed by the Colorado Commissioner of Agriculture.

8.01.130 Noxious Weed Advisory Board

- A. The Board of Trustees shall act as the local Noxious Weed Advisory Board and have the powers and duties provided in § 35-5.5-107, C.R.S.
- B. The Parachute Noxious Weed Advisory Board shall meet at least annually at a date, time, and place as determined by the Board. The Board shall adopt an integrated management plan for the control of noxious weeds and review, modify, and amend the integrated management plan as may be necessary or desirable. Meetings for the Noxious Weed Advisory Board may be held concurrently with the meetings of Town Board of Trustees.
- C. The Noxious Weed Advisory Board shall review and modify control plans for the integrated management of designated noxious weeds and establish criteria for noxious weeds within the Town of Parachute. The Board shall review the integrated management plan at regular intervals, but not less often than once every three years. Once finalized, the Noxious Weed Advisory Board shall forward the recommended integrated management plan to the state weed coordinator and the Garfield County Undesirable

Plant Commission for review and comment prior to the Board of Trustee's final adoption of the plan.

D. The Town Manager may identify potential local noxious weeds and undesirable plants in the Town, as well as any state noxious weeds designated by rule, for the Noxious Weed Advisory Board's consideration and designation.

**INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY
TITLE ONLY** by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado at its regular meeting held on the _____ day of _____ 2016.

**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 BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE,

COLORADO, ESTABLISHING THE TOWN OF PARACHUTE NOXIOUS WEED ADVISORY BOARD AND AMENDING CHAPTER 8.01 OF THE PARACHUTE MUNICIPAL CODE TO PROVIDE FOR ITS AUTHORITY.

was introduced before the Board of Trustees on _____, 2016; 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 _____, 2016, and approved by the Mayor on _____, 2016.

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

Dated this ____ day of _____ 2016.

TOWN OF PARACHUTE

Denise Chiaretta, Town Clerk

**TOWN OF PARACHUTE
ORDINANCE NO. 701-2016**

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO TO ENACT AN EXCISE TAX ON THE MANUFACTURING OF RETAIL AND MEDICAL MARIJUANA AND THE CULTIVATION OF MEDICAL MARIJUANA, WITH FUNDS FROM SUCH TAXES TO FUND THE TOWN'S GENERAL OPERATIONS, AND TO SUBMIT THIS ORDINANCE FOR APPROVAL OF THE REGISTERED VOTERS OF THE TOWN OF PARACHUTE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016.

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

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

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

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

WHEREAS, by Ordinance No. 687, the Town adopted a 5% excise tax on the cultivation of retail marijuana, which was approved by voters in November 2015;

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

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

WHEREAS, in order achieve these purposes, the Board of Trustees desires to submit to the registered voters of the Town of Parachute the question of whether to enact a five percent (5%) excise tax on the manufacturing of retail and medical marijuana and the cultivation of unprocessed medical marijuana when it is first sold or transferred by a Retail Marijuana Product Manufacturing Facility, Medical Marijuana-Infused Products Manufacturer, or Optional Premises Cultivation Operation.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF

THE TOWN OF PARACHUTE, COLORADO THAT:

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

Section 2. Ballot Issue. The Board of Trustees hereby approves imposing an excise tax of 5 percent (5%) on the manufacturing of retail and medical marijuana and the cultivation of unprocessed medical marijuana when it is first sold or transferred by a Retail Marijuana Product Manufacturing Facility, Medical Marijuana-Infused Products Manufacturer, or Optional Premises Cultivation Operation.

At the coordinated election to be held on November 8, 2016, there shall be submitted to the qualified electors of the Town a ballot question which shall be in substantially the following form:

SHALL THE TOWN OF PARACHUTE'S TAXES BE INCREASED BY \$500,000.00 IN THE FIRST FULL FISCAL YEAR, BEGINNING JANUARY 1, 2017, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY IMPOSING AN EXCISE TAX OF 5% ON THE MANUFACTURING OF RETAIL AND MEDICAL MARIJUANA AND THE CULTIVATION OF UNPROCESSED MEDICAL MARIJAUNA, WHEN ANY SUCH PRODUCT IS FIRST SOLD OR TRANSFERRED FROM A RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY TO A RETAIL MARIJUANA STORE, OTHER RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY, OTHER RETAIL MARIJUANA CULTIVATION FACILITY, OR ANY OTHER PURCHASER OR TRANSFEREE, AND WHEN ANY SUCH PRODUCT IS FIRST SOLD OR TRANSFERRED FROM A MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURER OR OPTIONAL PREMISES CULTIVATION OPERATION TO A MEDICAL MARIJUANA CENTER, OTHER MEDICAL MARIJUANA-INFUSED PRODUCTS MANUFACTURER, OTHER OPTIONAL PREMISES CULTIVATION OPERATION, OR ANY OTHER PURCHASER OR TRANSFEREE, WITH THE RESULTING TAX REVENUES ALLOWED TO BE COLLECTED, RETAINED AND SPENT BY THE TOWN AS A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY APPLICABLE REVENUE OR EXPENDITURE LIMITATION IMPOSED BY ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

YES

NO

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

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

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

Section 6. TABOR Notice. At least thirty (30) days prior to the election, the Town Clerk, who may coordinate with and use the services of the Garfield County Clerk and Recorder, shall mail at the least cost, a titled notice or set of notices addressed to "All Registered Voters" at each address of one or more active registered voters concerning the ballot question referenced in this Ordinance No. 687. The notice shall be entitled "NOTICE OF ELECTION TO INCREASE TAXES." The notice shall also include all information required by Article X, Section 20 (3)(b) ("The Taxpayer's Bill of Rights").

Section 7. Application. Upon passage of this Ordinance and voter approval at the subject election, the excise tax shall apply to the manufacturing of retail and medical marijuana and the cultivation of unprocessed medical marijuana, when any such product is first sold or transferred, on or after January 1, 2017, as provided by C.R.S. § 29-2-106(2). Upon approval of this Ordinance by the registered voters, the Town Clerk shall transmit a certified copy hereof to the Executive Director of the Department of Revenue, and to the Garfield County Clerk and Recorder as provided by C.R.S. § 29-2-106(7), as amended.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado at its regular meeting held on the _____ day of _____ 2016.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By: _____
Roy McClung, Mayor

ATTEST:

Denise Chiaretta, Town Clerk

PUBLIC NOTICE

Public notice is hereby given that an Ordinance entitled:

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO TO ENACT AN EXCISE TAX ON THE MANUFACTURING OF RETAIL AND MEDICAL MARIJUANA AND THE CULTIVATION OF MEDICAL MARIJUANA, WITH FUNDS FROM SUCH TAXES TO FUND THE TOWN'S GENERAL OPERATIONS, AND TO SUBMIT THIS ORDINANCE FOR APPROVAL OF THE REGISTERED VOTERS OF THE TOWN OF PARACHUTE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 8, 2016.

was introduced before the Board of Trustees on _____, 2016; 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 _____, 2016, and approved by the Mayor on _____, 2016.

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

Dated this ____ day of _____ 2016.

TOWN OF PARACHUTE

Denise Chiaretta, Town Clerk

**TOWN OF PARACHUTE
ORDINANCE NO. 702-2016**

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO SUBMITTING TO THE TOWN'S REGISTERED ELECTORS A BALLOT QUESTION PERTAINING TO THE TOWN'S AUTHORITY TO PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND/OR ADVANCED SERVICE WITHIN THE TOWN.

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

WHEREAS, through Senate Bill 2005-152, codified at Section 29-27-101, *et seq.*, C.R.S., the Colorado General Assembly authorized the Town to provide cable television service, telecommunications service, and advanced service;

WHEREAS, C.R.S. § 29-27-201 requires the Town to call an election on whether or not it shall provide cable television service, telecommunication service, or advanced service and seek approval of a majority of the voting electors prior to the provision of proposed services;

WHEREAS, affordable, reliable, and innovative telecommunications services, including, but not limited to, broadband internet services, are hereby found and determined to be essential for the Town's residents and businesses in today's economic environment and for quality of life;

WHEREAS, the Town Board of Trustees finds and believes that re-establishing the Town's authority to either directly or indirectly provide cable television service, telecommunication service, and advanced service within the municipal boundaries is in the best interest of the community and its citizens and visitors; and

WHEREAS, the Town will participate in the coordinated election on November 8, 2016, at which election the Town's registered electors shall be submitted a ballot question to decide if the Town should have the authority to either directly or indirectly provide cable television service, telecommunication service, or advanced service.

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

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

Section 2. Ballot Question. The Board of Trustees hereby submits to the registered electors of the Town of Parachute the following ballot question and title for the coordinated election to take place on November 8, 2016:

WITHOUT INCREASING TAXES, SHALL THE TOWN OF PARACHUTE BOARD OF TRUSTEES RE-ESTABLISH THE AUTHORITY OF THE TOWN OF PARACHUTE TO PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND/OR ADVANCED SERVICE (HIGH SPEED INTERNET/BROADBAND), AS DEFINED IN TITLE 29, ARTICLE 27 OF THE COLORADO REVISED STATUTES, INCLUDING ANY NEW OR IMPROVED HIGH BANDWITH SERVICES BASED ON EXISTING OR FUTURE TECHNOLOGIES, TELECOMMUNICATIONS SERVICES, AND CABLE TELEVISION SERVICES TO RESIDENTS, BUSINESSES, SCHOOLS, LIBRARIES, NON-PROFIT ENTITIES, GOVERNMENTAL AND QUASI-GOVERNMENTAL ENTITIES, AND OTHER USERS OF SUCH SERVICES, EITHER DIRECTLY OR INDIRECTLY, TO ANY AND ALL SERVICE AREAS, WITH PUBLIC OR PRIVATE SECTOR PARTNERS?

- YES
- NO

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

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

Section 5. Effect of Election Results. If a majority of the votes cast on the ballot question submitted at the election shall be in favor of the ballot question, the Board of Trustees shall take such action, by ordinance, to amend the Parachute Municipal Code as may be necessary.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado at its regular meeting held on the _____ day of _____ 2016.

**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 SUBMITTING TO THE TOWN'S REGISTERED ELECTORS A BALLOT QUESTION PERTAINING TO THE TOWN'S AUTHORITY TO PROVIDE CABLE TELEVISION SERVICE, TELECOMMUNICATIONS SERVICE, AND/OR ADVANCED SERVICE WITHIN THE TOWN.

.

was introduced before the Board of Trustees on _____, 2016; 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 _____, 2016, and approved by the Mayor on _____, 2016.

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

Dated this ____ day of _____ 2016.

TOWN OF PARACHUTE

Denise Chiaretta, Town Clerk



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

STAFF REPORT

DATE: May 10, 2016
TO: Stuart McArthur, Town Manager
FROM: Mark King
SUBJECT: EQUIPMENT PURCHASE

Background

The Public Works Department budgeted a mini excavator (a machine used for digging having a two-part boom and a rotating cab for the operator) for the 2016 budget.

I approached three equipment vendors for comparative review and cost estimates of the different Brands of mini excavators available for purchase; Century Equipment for Case and Kabelco, Wagner Equipment for Caterpillar and Berthoud Motors for John Deere.

The public works staff tested each of the four machines, all of which have similar warranties. Each were found to differ in various ways from machine to machine.

The Case came in at	\$66,000.00
The Kobelco came in at	\$61,618.00
The Caterpillar came in at	\$62,788.00
The John Deere came in at	\$61,886.87

Staff Analysis

The Caterpillar outperformed the other machines and was comparable in price to the other proposals.

Recommendation

My recommendation is to purchase the Caterpillar from Wagner Equipment. The Caterpillar's performance and price along with the customer service we have received in the past from Wagner equipment, on the equipment currently owned by the Town of Parachute make it the best choice at this time.

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



SALES AGREEMENT

DATE Apr 22, 2016
 QUOTE# 151515

Aurora, Colorado, Albuquerque, New Mexico, El Paso, Texas

PURCHASER	TOWN OF PARACHUTE		
S O L D	STREET ADDRESS	PO BOX 100	S H I P 245 GRAND VALLEY WAY
	CITY/STATE	PARACHUTE, CO COUNTY GARFIELD CO (630)	PARACHUTE, CO 81635
	POSTAL CODE	81635 PHONE NO. 970 285 7630	P GARFIELD, 970-986-1821
T O	CUSTOMER CONTACT:	EQUIPMENT MARK KING PHONE NO. 970-986-1821	
		PRODUCT SUPPORT MARK KING PHONE NO. 970-986-1821	
	INDUSTRY CODE:	PRINCIPAL WORK CODE:	

Ownership Customer # 67446	Invoice Customer # 67446	Sales Tax Exemption # (if applicable) 98 05790	Customer PO Number	Ship Via Aurora
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PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)

NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/>	NET ON DELIVERY <input type="checkbox"/>	FINANCIAL SERVICES <input type="checkbox"/>	CSC <input type="checkbox"/>	LEASE <input type="checkbox"/>
CASH WITH ORDER \$0.00	BALANCE TO FINANCE \$0.00	CONTRACT INTEREST RATE 0%	NOTES:	
PAYMENT PERIOD	PAYMENT AMOUNT	NUMBER OF PAYMENTS	OPTIONAL BUY-OUT \$0.00	

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR	MODEL: 305E2	YEAR: 2016	NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/>
STOCK NUMBER: TBD	SERIAL NUMBER: TBD	SMU: TBA	
24" HD Bucket	Lines boom		
Radio	Track rubber belt		
Blade 77" pwr angle	Radio ready		
305E2 Hyd Exc	Drain ecology		
Cab w/ air conditioner	Lines quick coupler long		
Control pattern changer	Film quick coupler ansi		
305E2 Hyd Excavator	Instruction ansi		
Engine	Serialized technical media kit		
Cooling high ambient	Lines stick		
Belt seat retractable 3"	Heater jacket water		
Mirror cab right	Thumb coupler hyd		
Alarm travel	Includes hyd dual lock cplr		
Seat fabric high back suspension	Fits 24" & 30" buckets only		
Engine general	Pack domestic truck		
Stick pkg long w/o 2nd hyd			

TRADE-IN EQUIPMENT			Sell Price	\$62,788.00
MODEL: _____	YEAR: _____	SN.: _____	Total After Tax Balance	\$62,788.00
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN.: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN.: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		
MODEL: _____	YEAR: _____	SN.: _____		
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

<input type="checkbox"/> AGCO WARRANTY & COVERAGE INITIAL _____ The customer acknowledges that he has received a copy of the Wagner Equipment Co./AGCO Warranty and has read and understood said warranty. Warranty applicable including expiration date where necessary: _____ _____	<input checked="" type="checkbox"/> USED EQUIPMENT COVERAGE INITIAL _____ All used equipment is sold as is where is and no warranty is offered or implied except as specified here: Warranty applicable: 12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months) 3 Year / 3000 Hour Premier Extended Coverage Plan _____ _____
<input type="checkbox"/> ALLIED WARRANTY & COVERAGE SIGNATURE _____	

CSA:
 NOTES:

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

ORDER RECEIVED BY Brian Shaver WAGNER EQUIPMENT CO. REPRESENTATIVE DATE APPROVED AND ACCEPTED ON _____ PURCHASER
 TOWN OF PARACHUTE PURCHASER

BY _____ SIGNATURE _____ TITLE _____

CATERPILLAR Model: 305E2 THB Mini Hydraulic Excavator

STANDARD EQUIPMENT

OTHER STANDARD EQUIPMENT - Auxiliary Hydraulic Lines - Adjustable Auxiliary Hydraulics - Auxiliary Line Quick Disconnects - Boom Lowering Device - Caterpillar Corporate "One Key" System - Continuous Flow - Door Locks - Dozer Blade with Float Function - Economy Mode - Hydraulic Oil Cooler - Load Sensing Hydraulics - Lockable Fuel Cap - Radio Ready - Rear Reflector - Roll Over Protective Structure (ROPS) - (ISO 12117-2) - Swing Boom Design - Swivel Guard - Tie Down Eyes on Track Frame - Tip Over Protective Structure (TOPS) - (ISO 12117) - Tool Storage Area - Top Guard - ISO 10262 (Level 1) - Towing Eye on Base Frame - Twin Work Lights -

POWERTRAIN - Cat C2.4 Diesel Engine - U.S. EPA Tier 4i - EU Stage IIIA - ISO 9249/EEC 80/1269 - Rated Net Power 30.0kW/40.2hp - Automatic Engine Idle - Automatic Swing Park Brake - Automatic Two Speed Travel - Fuel and Water Separator -

ELECTRICAL - 12 Volt Electrical System - 60 Ampere Alternator - 650 CCA Maintenance Free Battery - Fuse Box - Ignition Key Start / Stop Switch - Slow Blow Fuse - Warning Horn -

OPERATOR ENVIRONMENT - 100% Pilot Control Ergonomic Joysticks - Adjustable Arm Rests - Anti-theft System - COMPASS: Complete, Operation, - Maintenance Performance and - Security System - -Multiple Languages - Cup Holder - Digital liquid crystal monitor - Hydraulic Neutral Lockout System - Literature Holder - Mirror, Cab Left - Travel control pedals with hand levers - Washable floor mat

OTHER STANDARD EQUIPMENT - 1-way and 2-way (combined function) - Accumulator Certification

MACHINE SPECIFICATIONS

305E2 HYD EXCAVATOR MA3
24" BUCKET
ENGINE
305E2 HYDRAULIC EXCAVATOR
CAB,W/ AIR CONDITIONER
CONTROL, PATTERN CHANGER
COOLING, HIGH AMBIENT
BELT, SEAT, 3" RETRACTABLE
MIRROR, CAB, RIGHT
ALARM, TRAVEL
SEAT FABRIC HIGH BACK SUSP
ENGINE GENERAL
STICK PKG LONG W/O 2ND AUX
LINES, BOOM
TRACK, RUBBER BELT
RADIO, READY
DRAIN, ECOLOGY
BLADE, 77", POWER ANGLE
INSTRUCTIONS, ANSI
SERIALIZED TECHNICAL MEDIA KIT
LINES, QUICK COUPLER (LONG)
LINES, STICK
FILM, QUICK COUPLER, ANSI
HEATER, JACKET WATER
THUMB/COUPLER HYDRAULIC
INCLUDES: HYD DUAL LOCK CPLR
BUCKET-HD, 24" 4.6 YD3

Sell Price	\$62,788.00
Total After Tax Balance	\$62,788.00

WARRANTY & COVERAGE

Standard Warranty:	12 Months Unlimited Hours, Parts and Labor (Travel Time included for the first 6 months)
Extended Coverage:	3 Year / 3000 Hour Premier Extended Coverage Plan

F.O.B/TERMS:
Aurora



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

STAFF REPORT

DATE: May 19, 2016

TO: Town of Parachute Board of Trustees

FROM: Stuart S. McArthur, Town Manager

SUBJECT: GRANT AGREEMENT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT

Background

In March, the Town of Parachute applied for a grant from the Garfield County Federal Mineral Lease District (GCFMLD) for the amount of \$50,000 to be matched by the Town with \$50,000 for the purpose of remodeling the Parachute Rest Area cabin and restrooms.

This proposed project includes the remodel of the Town's facilities at the rest area just off I-70 interchange 75. The facilities include the rest rooms and the visitors' center.

These buildings were constructed in the mid-1970's and have not been upgraded much since, with the exception of a new roof, stain, etc. This project involves upgrading these facilities with a more attractive exterior and interior.

- Bathrooms:
 - Replace all bathroom fixtures and provide disabled access;
 - Replace the floors to allow for drainage;
 - Install concrete walls for the toilet stalls;
 - Make the rooms more attractive with long lasting materials: tile, concrete, etc.
- Remodel the visitors cabin with the ability to have it open year round with no staffing requirements:
 - Granite counters
 - Concrete floors
 - Kiosks for traveler information
- Repaint and repair the exteriors of both buildings.

The grant was awarded by GCFMLD.

Staff Analysis

The Town of Parachute is uniquely impacted by the development of natural resources, especially the exploration and production of natural gas. As a result, the Town's economy is almost nearly totally dependent upon the natural gas industry. We prosper when the gas price is up and we dramatically feel the negative impact when the price of natural gas declines.

This project will be a step toward attracting visitors off the highway and into the Town. These visitors buy gas, eat at restaurants, stay in hotels, etc. Thus bringing sales tax revenue into the Town.

Attorney Review

N/A

Recommendations

Staff recommends approval of the grant agreement from GCFMLD and moving forward with the project as soon as possible.

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

GRANT AGREEMENT

CONTRACT NUMBER: 16-ST-04
PROJECT NAME: Rest Area Remodel
GRANT: \$50,000.00
AWARD DATE: April 20, 2016
COMPLETION DATE: April 20, 2018

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 2016, Grantor created a grant program, pursuant to which eligible entities could apply for grants for eligible purposes. Grantee responded to the **Spring 2016 Grant Cycle** by submitting a detailed grant application (hereinafter "Grant Application").
- E. Grantor approved Grantee's Grant Application on **April 20, 2016**, 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 **fifty thousand dollars and no cents (\$50,000.00)** (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 **April 20, 2018** (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 Grantor's direction, Grantee shall display signage provided by Grantor at a prominent location(s) on the Project site before and through completion of the Project. Signage is distributed from Grantor's District Office (817 Colorado Ave., Suite 201, Glenwood Springs, CO). At the time of submittal of the Final Report Form, Grantee shall return all signage in good, clean condition to the District Office. 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 may be responsible for the cost of lost or unreturned signage at Grantor's sole discretion. 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, May 27, 2016**. 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 May, 2016.

GRANTOR:
GARFIELD COUNTY
FEDERAL MINERAL LEASE DISTRICT

GRANTEE:
TOWN OF PARACHUTE, COLORADO

By: _____
Gregg Rippy
President, GCFMLD Board

By: _____
Stuart McArthur
Administrator, Town of Parachute

ORIGINAL

ATTACH EXHIBIT A

ATTACH EXHIBIT B



Garfield County
Federal Mineral Lease District
— Established 2011

EXHIBIT C - Reimbursement Options

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

Option 1 – Advance Payment Prior to Project

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

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

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

Option 3 – Final Grant Payment

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

PLEASE CIRCLE PREFERRED OPTION: OPTION 1 OPTION 2 OPTION 3

Signature

Name and Title (print)

Contract #: _____

ORIGINAL



Town of Parachute

A Safe Place to Land

Derek Wingfield, Community Development Specialist

Integrity • Respect • Teamwork • Pride • Innovation • Diversity

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

STAFF REPORT

DATE: May 19, 2016
TO: Town of Parachute Board of Trustees
FROM: Derek Wingfield, Community Development
SUBJECT: OKTOBERFEST CONCERT CONTRACT

Background

Oktoberfest has been growing year over year as an economic tool to increase traffic into the Town. This event has gained momentum and the Town has gained notoriety in Nashville as a concert promoter.

Last year we took a large step up in migrating from local entertainment to a national act. We learned a great deal on how to promote a concert, as well as several aspects of the promotion which hampered the promotion.

The Town's vision and comprehensive plan outlines outdoor entertainment, tourism, and recreation as a main drive point for our economy. The Oktoberfest event flows with this ideal.

Staff Analysis

We made several offers to various entertainers while working on booking this show. The determining factors and considerations were based on several points being weighted.

- Raised ceiling on artist and scope of concert
 - After reviewing box office reports and trends, it is evident in the music entertainment industry that the country music promotions gross higher revenues.

- While our concert last year was amazing, it would be considered a class "B/C" performance. These artists (B/C) gross box office sales very similar to their cost, which was evident last year.
- We are recommended contracting for Chase Rice. He is considered to be a "Class A" artist in Nashville. This increase level brings several factors to our advantage. The easiest way to paint the picture is using Country Jam as an example. It has explained to me that how Country Jam works is class B and C artists play stages throughout the day. While they get attention they are "filler" acts. This was the caliber show we planned last year. The class "A" artist is the artist who plays the opening act for the "Superstar" class who closes the show each night. Chase Rice is touring with and opening for names like Brad Paisley who is a huge box office attraction. This translates into a show people want to come and see as he increases in popularity that is already happening.
- If you read last year's contract we were hampered by the marketing clause. We were not allowed to market or promote beyond word-of-mouth until late August, leaving us only a small window to create and implement a successful marketing campaign. If the Board chooses to approve the recommended agreement, we can begin marketing within days of the signed contract.
- Box office reports
 - We evaluated not only the cost of the performer, but also the box office revenues. During our search we looked and made several offers to other artists. Unfortunately booking and travel were the main reason for not getting those artists. The box office issue reflected our decisions. Chase's numbers are skewed as his box office is split with the artists he is touring with currently, who get credit for the reported numbers. We have surveyed and spoke with people all over the area we believe he will be a great draw for our demographics.
 - Marketing this year will be masked to hide the "governmental" production. We have purchased www.oktoberfestco.com and the site is already being worked. I am working on promoting this as a non-governmental show to try and keep any potential negatives out of the marketing. Private shows sell better, because those with governmental opposition will still attend.

Attorney Review

The Town Attorney has reviewed and approved the contract.

Recommendations

Staff recommends that Board approve this agreement. I feel with our opener Mark Wills and headlining Chase Rice we reach the new and old country fans. The Town will be providing a concert with a great deal of potential to pull visitors from all over. Our marketing campaign and changes to the way we will market will also assist in the production.



CREATIVE ARTISTS AGENCY

401 Commerce Street, Penthouse
Nashville, TN 37219
615-383-8787/615-383-4937 Fax

ELECTRONIC

AGREEMENT made this 22nd day of April, 2016
Between Dack Janiels Touring, Inc. (464214176) (hereinafter referred as "PRODUCER"), furnishing the services of the artist(s)
professionally known as Chase Rice (hereinafter referred to as "Artist") and KMOZ/ Moose Country /Town of Parachute, CO
(hereinafter referred as "PURCHASER"). It is mutually agreed upon between the parties as follows: The PURCHASER hereby engages the
PRODUCER and the PRODUCER hereby agrees to furnish the entertainment presentation hereinafter described, upon all terms and conditions
herein set forth, including those attached hereto entitled "Additional Terms and Conditions".

1. Name and Address of Place of Engagement: Cottonwood Park - Parachute, CO

2. Date(s), Showtime: Sat, Oct 1, 2016 @ 07:00 PM

3. Additional Information:
Billing: Artist to receive 100% Headline billing and close show.
Performance Length: Artist to perform one complete show.
Sound and Lights: Purchaser to provide and pay for local sound, lights and backline, per Artist specifications.
Support Talent: Artist to perform after opener, Mark Willis. Fireworks immediately prior to Artist set.
Additional Provisions: All marketing/advertising to be approved by Whitney Bond (whitney@triple8mgmt.com; 512-444-7600). No announce
or on-sale until approved by Whitney.

*RADIO: KMOZ

*In the event of inclement weather that renders any performance impossible, hazardous or unsafe, Purchaser shall
remain liable for payment of the full agreed upon compensation even if such performance is prevented by such
weather conditions. Cancellation shall be in the reasonable discretion of Purchaser.

*Purchaser to provide and pay for meals and local ground transportation, per Artist management advance.

*Purchaser to provide and pay for thrust, per Artist management advance.

*Purchaser requests Artist to participate in one meet and greet for up to 20 people, per Artist management request.

Merchandise: 100%

Who Sells: Artist sells

4. COMPENSATION AGREED UPON (Amount and Terms):
\$100,000.00 guarantee

Table with columns: TICKET SCALING, Show Type, Public Event, See Notes Section*, Total Capacity, Total Tax%, Gross Potential, Tax/Deductions, Net Potential.

Notes:
*5,000-6,000 available ticket with the following price schedule:
6/01-8/14/16-\$25.00
8/15-9/15/16 - \$20.00 9/16-9/30 - \$25.00 Day of Show - \$30.00

5. DEPOSITS/CONTRACTS: \$50,000.00 due 30 days prior to showdate; due on or before Sep 1, 2016
Purchaser will make payments as follows: all payments shall be paid by certified check, money order, bank draft, wire transfer, or cash.
Notwithstanding the foregoing, all deposits will be paid by PURCHASER to CREATIVE ARTISTS AGENCY, LLC's client trust account on
behalf of Producer. Any required income tax reporting obligations of Purchaser for payments made hereunder shall be reported as solely for
Producer, regardless of payments sent to CAA on behalf of Producer, including but not limited to deposits. CONTRACTS MUST BE
RETURNED WITHIN 30 DAYS OF RECEIPT. BALANCE of Guarantee, Plus Percentage Payments, if any, and Sound and lights Payments,
if any, to be paid in United States Currency by PURCHASER to ARTIST no later than Prior to Performance, evening of engagement

6. Riders Attached Hereto Are Hereby Made a Part Hereof.
7. If Artist is Headlining This Engagement: "All Support Talent is Subject to Artist Approval."
8. If Artist is Supporting This Engagement: "Artist's Performance is Subject to the Appearance and Approval of the Headliner."
9. No performance on the engagement shall be recorded, reproduced or transmitted from the place of performance, in any manner or by any means
whatsoever, in the absence of a specific written agreement with the Producer relating to and permitting such recording, reproduction or
transmission.

Signed: (ARTIST/PRODUCER)
PRODUCER: Dack Janiels Touring, Inc. (464214176)

Return all signed copies to Agent:
Brad Bissell
Agreement No. 643766

Signed:

PURCHASER: KMOZ/ Moose Country - Grand Junction, CO (PURCHASER)
by Roy B. Mcclung

Mail To: Ty Morgan; KMOZ/ Moose Country; 1360 E Sherwood Dr; Grand Junction , CO 81501
Business phone: 970-254-2100;

THE ABOVE SIGNATURES CONFIRM THAT THE PARTIES HAVE READ AND APPROVE EACH AND ALL OF THE "ADDITIONAL TERMS AND CONDITIONS" ATTACHED HERETO.

Additional Terms and Conditions

The following additional terms and conditions are incorporated in and are part of the Agreement attached hereto.

1. PURCHASER agrees that it shall be solely responsible to provide a safe environment for the performances set forth in the Agreement (the "Performances") including but not limited to with respect to the staging, stage covering, grounding, supervision and direction of the Engagement, and security, so that the Performances and all persons and equipment are free from adverse weather and other conditions, situation and events ("Adverse Conditions"). PRODUCER and Artist shall not have any liability for any damage or injury caused by such Adverse Conditions. PURCHASER further agrees to furnish at its sole cost and expense all that is necessary for the proper presentation of the Performances, and if required by PRODUCER, any and all rehearsals therefor, including, but not limited to:

a. Equipment, materials, labor, licenses, permits, including, but not limited to, a suitable outdoor stage, hall or auditorium (well-heated, lighted, clean, and in good order), stage curtains, properly tuned grand piano(s) and any other instruments specified by PRODUCER, a public address system in perfect working condition (including microphone(s) in number and quality as required by PRODUCER), and comfortable, well-lighted dressing rooms;

b. All stagehands, stage carpenters, electricians, electrical operators, and any other labor as necessary and/or required by any national or local union(s) to take in, hang, work, and take out all materials required for the Performance(s), including, but not limited to, scenery, properties and baggage;

c. Any musicians and musical contractors, as may be required by any national or local union(s) in connection with the Performance(s), and any rehearsals therefore; provided, however, that PRODUCER shall have the right to name such musical contractor and to approve such musicians;

d. All lights, tickets, house programs, licenses, including, but not limited to, any performing rights licenses, special police and security, ushers, ticket sellers for advance or single sales (wherever such sales take place), and ticket takers;

e. Appropriate and sufficient advertising and publicity as customarily provided on a first-class basis, including, but not limited to, bill-posting, mailing, and distribution of circulars, advertising in the principal newspapers, and other media. PURCHASER shall pay all necessary expenses in connection with such required advertising and publicity.

2. PURCHASER will comply promptly and professionally with PRODUCER'S directions regarding the arrangement of stage decor and settings for the Performance(s).

3. PRODUCER will have sole and exclusive control over the production, presentation, and performance of the Performance(s), including but not limited to, the details, means, and methods of the performances of the performing artist hereunder. PRODUCER shall have the sole right as PRODUCER sees fit to designate and change, at any time, the performing personnel.

4. The Performance(s) to be furnished by PRODUCER shall receive billing in such order, form, size, and prominence as directed by PRODUCER.

5. PURCHASER will comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services, and personnel to be furnished by PURCHASER or PRODUCER, or otherwise used in the Performance(s);

6. PURCHASER will not have the right to broadcast or televise, photograph, or otherwise reproduce the Performance(s), or any part thereof. Except with the permission of the Roderucer.

7. Except for local press in commercially reasonable numbers, any free admissions will be subject to PRODUCER'S prior written approval.

8. In the event that payment to PRODUCER will be based in whole or in part on the receipts of the Performance(s):

a. Ticket prices must be submitted to and approved by PRODUCER in writing before tickets are ordered or placed on sale;

b. PURCHASER will deliver to PRODUCER a certified statement of the gross box office receipts of each such performance within two (24) hours following such performance; and

c. PRODUCER will have the right to have its representative present in the box office at all times. Such representative will have the right to examine and make extracts from box office records of PURCHASER relating to gross box office receipts of the Performance(s). PRODUCER will have the right, at its own expense, to audit PURCHASER's box office records relating to gross box office receipts of the Performance(s) upon reasonable notice on or before the date two (2) years after the Performance(s). Such audit will be conducted during normal business hours, and at

PURCHASER's normal place of business where PURCHASER maintains such receipts.

9. PRODUCER will have the sole and exclusive right, but not the obligation to sell souvenir programs and other souvenir items, including audio recordings in any and all formats and media, in connection with, and at, the Performance(s). The receipts thereof will belong exclusively to PRODUCER. PURCHASER will make reasonable accommodations to facilitate PRODUCER's sales activities.

10. PURCHASER agrees that PRODUCER may cancel the Performance(s) hereunder, in PRODUCER's sole discretion, by providing at least thirty (30) days notice to PURCHASER prior to the Performance(s) date. In such event, PRODUCER will return any amounts previously paid by PURCHASER pursuant to this Agreement, and shall have no further obligations.

11. If, before the date of any scheduled performance, it is found that PURCHASER has not performed fully its obligations under any other agreement with any party for another engagement, or that the financial credit of PURCHASER has changed, been misrepresented or been impaired, PRODUCER may cancel the Agreement. (without payment or penalty of any sort. Delete) Upon return of any amounts previously paid by Purchaser. Producer must provide Purchaser with notice of intent to cancel and Purchaser shall have 7 days to cure.

12. In the event that PURCHASER fails or refuses fully to perform any of its obligations hereunder, including but not limited to timely making any of the payments required by this Agreement:

- a. PRODUCER, in its sole and exclusive discretion, may immediately terminate this Agreement;
- b. PRODUCER will have the right to retain any amounts theretofore paid by PURCHASER ~~DELETE line~~;
- c. PURCHASER will immediately reimburse PRODUCER for any out-of-pockets costs incurred by PRODUCER and/or Artist as a result of PURCHASER's breach; ~~DELETE LINE~~
- d. PURCHASER will remain liable to PRODUCER for the guarantee and any additional compensation due PRODUCER, as set forth in the Agreement; and
- e. PRODUCER and/or Artist will be entitled to assert all claims and to exercise all rights and remedies available, whether at law or in equity.

13. In the event of an alleged material breach of this Agreement by PRODUCER and/or Artist, PURCHASER agrees that the maximum damages which PURCHASER may seek to recover will be limited to necessary out-of-pocket expenses directly incurred by PURCHASER relating to the Performance, including out-of-pocket costs, taking into account any amounts that PURCHASER recovered or could have recovered using its best efforts to mitigate its damages. Notwithstanding the foregoing, PURCHASER will not be entitled to recover any alleged lost profits or similar damages. Upon such breach, Producer shall return any amounts previously paid by Purchaser.

14. Currency. Unless otherwise provided herein, CAA will hold all deposits in United States Dollar accounts. Purchaser shall bear any currency conversion risks associated with delivering funds in other than United States Dollars or requesting deposit refunds (when such refunds are applicable) in other than United States Dollars.

15. Force Majeure.

a. A "Force Majeure Event" is defined as one or more of the following causes which renders performance impossible, impracticable, or unsafe: death, illness of, or injury to Artist or a member of Artist's immediate family, any of Artist's musicians, or any of PRODUCER's key personnel; theft, loss, destruction, or breakdown of instruments or equipment owned or leased by PRODUCER or Artist; fire; threat(s) or act(s) of terrorism; riot(s) or other form(s) of civil disorder in, around, or near the Performance(s) venue; strike, lockout, or other forms of labor difficulties; any act, order, rule, or regulation of any court, government agency, or public authority; act of God; absence of power or other essential services; failure of technical facilities; failure or delay of transportation not within PRODUCER's or Artist's reasonable control; inclement weather; and/or any similar or dissimilar cause beyond PRODUCER's or PURCHASER's reasonable control.

b. If a Force Majeure Event occurs, the parties' respective obligations hereunder will be excused fully, without any additional obligation, subject to the provisions of Section 15(c) below, and each of the parties shall bear its own costs incurred in connection with this Agreement.

c. Notwithstanding the foregoing, if Artist is ready and willing to perform, PURCHASER will pay PRODUCER the full amount of the guarantee set forth in this Agreement. ~~DELETE LINE~~

15.1 In the event that this Agreement concerns a support artist performance, and the headline artist of such engagement does not perform for any reason (except a Force Majeure Event cancellation for which Section 15 above will apply), if Artist is ready and willing to perform the services set forth herein, PRODUCER will be entitled to receive the full, agreed upon compensation set forth in this Agreement.

16. Insurance

a. PURCHASER agrees to provide public and general liability insurance coverage, including without limitation, public and general liability automobile, liability, and comprehensive coverage, in an amount not less than \$5,000,000 per occurrence to protect against any claim for personal injury or property damage otherwise brought by or on behalf of any third party, person, firm, or corporation as a result of or in connection with the Performance(s). The policy shall name PRODUCER, Artist, each individual member of Artist, and their respective agents, employees,

directors, officers, principals, representatives, and shareholders as additional insured's.

b. In addition, PURCHASER shall maintain in effect (a) workers' compensation insurance (or the equivalent thereof if workers' compensation insurance is not available) covering all of its employees, subcontractors, and other personnel under the control, direction, or authority of PURCHASER, whether directly or indirectly, who are involved in the installation, operation, and/or maintenance of equipment provided by PURCHASER, and (b) hired and non-owned automobile insurance. PURCHASER shall supply PRODUCER with certificates of insurance showing coverage of the above at least ten (10) business days prior to the Performance date; provided, however, that if PURCHASER does not provide such certificate by the foregoing date, PRODUCER may, in its sole discretion, terminate this Agreement. If PURCHASER has not provided certificates of insurance as set forth herein, PRODUCER may elect to perform the show; provided, however, that PURCHASER will be responsible nonetheless for the insurance coverage specified herein.

c. The insurance policies described herein will contain provisions requiring the insurance company to give PRODUCER at least ten (10) days prior written notice of any revision, modification, or cancellation. Any proposed change in certificates of insurance will be submitted to PRODUCER for written approval prior to any such change taking effect.

17. Indemnification

a. **To the extent allowed by law**, PURCHASER shall indemnify, protect, and hold PRODUCER, Artist, the individual performing members of accountants, Attorneys, agents and their respective contractors, employees, licensees, and designees (collectively, the "Indemnified Parties") harmless, from and against any claim, demand, action, loss, cost, damage, or expense whatsoever (including, without limitation, reasonable attorneys' fees) arising out of or in connection with (i) PURCHASER's breach or alleged breach of the Agreement; and (ii) the Performance, including, but not limited to:

1. Any claim, demand, or action made by any third party, as a direct or indirect consequence of the Performance;
2. Any and all loss, damage, and/or destruction occurring to PRODUCER's, Artist's, and/or their respective employees', contractors', or agents' instruments and equipment at the place of the Performance, including, but not limited to, damage, loss, or destruction caused by forces beyond the parties' control;
3. A breach or alleged breach of any warranty, representation, or agreement made by PURCHASER hereunder in connection with the Performance, including, without limitation, any failure by PURCHASER to perform any agreement entered into between PURCHASER and any third party; and
4. Damage or injury to any patrons, or the venue, or any fixture or personal property therein, caused by fans or any others not engaged by PRODUCER. For the avoidance of doubt, no claim, deduction, or offset will be made by PURCHASER in respect of same, unless proof of such damage and the cause thereof is provided to PRODUCER, and PRODUCER expressly agrees to such claim, deduction, or offset in writing.

b. If an insurable risk occurs, resort to the procedures set forth in the insurance policies required hereunder, and any resulting remedies, will be the sole remedy of PURCHASER.

18. PURCHASER shall pay all taxes and fees incurred due to Performance(s), including all amusement taxes.

19. UNDER NO CIRCUMSTANCES WILL PRODUCER AND/OR ARTIST BE LIABLE TO PURCHASER OR ANY THIRD PARTY IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SIMILAR DAMAGES THAT RESULT FROM THE PARTIES' PERFORMANCE OR NON-PERFORMANCE HEREUNDER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, EVEN IF PRODUCER AND/OR ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with, or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien, or encumbrance to which it is a party or by which it may become subject. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits, and authorizations necessary to perform its obligations under this Agreement. Each party shall, at its own expense, comply with all laws, regulations, and other legal requirements that apply to it and this Agreement.

THE WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES MADE BY PRODUCER. PRODUCER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN CONNECTION WITH THE PERFORMANCE. PRODUCER HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT AS SET FORTH HEREIN, NO ORAL OR WRITTEN INFORMATION GIVEN BY PRODUCER AND/OR ARTIST, OR THEIR RESPECTIVE EMPLOYEES, AFFILIATES, OR AGENTS WILL CREATE A WARRANTY OR REPRESENTATION AND PURCHASER EXPRESSLY ACKNOWLEDGES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY ALLEGED REPRESENTATION OR WARRANTY OF PRODUCER OR ANY OF ITS EMPLOYEES, AFFILIATES, AGENTS OR REPRESENTATIVES.

21. This Agreement constitutes the sole, complete, and binding agreement between the parties hereto regarding the subject matter hereof, and supersedes all prior communications between the parties. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and executed by an authorized representative of each party.

22. The Parties each acknowledge that CREATIVE ARTISTS AGENCY, LLC acts only as agent for PRODUCER, and assumes no liability hereunder.

23. Except for the Parties' acknowledgment in Section 22 above, that Creative Artists Agency, LLC assumes no liability hereunder, in the event of any inconsistency between these Additional Terms and Conditions and Artist's Rider (attached hereto and incorporated by reference herein), the terms of Artist's Rider will control.

24. This Agreement shall be construed in accordance with the laws of the State of Colorado without regard to its application of choice of laws. Any claim or dispute arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in Gardfield County, Colorado in accordance with the commercial rules and regulations then in effect of the American Arbitration Association. The parties hereto agree to be bound by the award of such arbitration and judgment upon the award may be entered in any court having jurisdiction thereof. Nothing in the Agreement shall require the commission of any act contrary to law or to any rule or regulation of any union, or similar body having jurisdiction over the Performances or any element thereof. Wherever or whenever there is any conflict between any provision of this Agreement and any such law, rule or regulation, such law, rule or regulation shall prevail and this Agreement shall be curtailed, modified, or limited only to the extent necessary to eliminate such conflict.

25. In the event that the performing artist(s) are members of the American Federation of Musicians ("AFM"), PURCHASER agrees that a representative of AFM will have access to the place of engagement covered by this agreement for purposes of communicating with the performing artist(s) and PURCHASER; provided, however, that PURCHASER acknowledges that AFM is not a party to this agreement and is not liable for the performance or breach of any provision hereof.

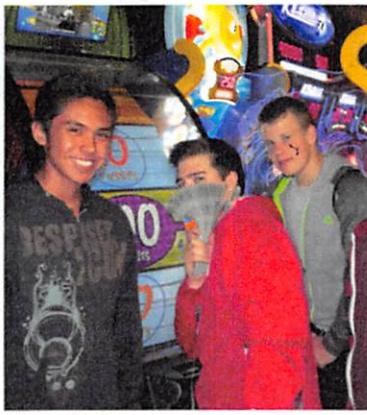


THANK YOU

Thank you for your generous cash donation. Your donation will help so that The Grand Valley Givers may continue to support the children in need in our community.


Principal,

GVM5



AFTER PROM 2016
Thank you for keeping our students safe!
Love, GVHS

You Are Invited

To The Grand Valley Educational Foundation

Teacher of the Year Awards Ceremony



**What: Teacher of the
Year Awards Including a
Picnic/BBQ & Music**



**When: 1:00 pm on Friday,
May 27, 2016**
**Where: Cottonwood Park,
Parachute, CO**