AGENDA
TOWN OF PARACHUTE
BOARD OF TRUSTEES REGULAR MEETING
222 GRAND VALLEY WAY, PARACHUTE, CO
JANUARY 18, 2018 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

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

(D) CONSENT AGENDA:
   1. MINUTES FROM THE DECEMBER 14, 2017 REGULAR MEETING
   2. EXPENDITURES PAID DECEMBER 8, 2017 THROUGH JANUARY 10, 2018

(E) COMMENTS FROM CITIZENS 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 RECORDED.

(F) DEPARTMENTAL REPORTS:
   (1) Mayor and Board of Trustees .................................................................Mayor and Trustees
   (2) Town Manager Update ........................................................................Stuart McArthur, Town Manager
   (3) Community Development Department Update ....................................Specialists
   (4) Public Works Department Update ......................................................Mark King, Public Works Director
   (5) Police Department Update ..................................................................Sam Stewart, Police Chief

(G) SWEARING IN OF POLICE CHIEF SAMUEL STEWART
   STAFF: LUCY CORDOVA, TOWN CLERK

(H) CONTINUATION OF PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES IN CONSIDERATION OF A RETAIL MARIJUANA STORE LICENSE
   APPLICANT/OWNER: Sun Western, LLC
                       P.O. Box 11
                       Glenwood Springs, CO 81602
   PROJECT NAME: Public hearing to seek authorization from the Town of Parachute for a license to operate a Retail Marijuana Store
   PROJECT LOCATION: 107 Diamond Loop

2018-01-12
BOARD CONSIDERATION OF RESOLUTION NO. 2018-06
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, ACTING AS THE LOCAL LICENSING AUTHORITY, GRANTING TO SUN WESTERN, LLC A LICENSE TO OPERATE A RETAIL MARIJUANA STORE AT PROPERTY LOCATED AT 107 DIAMOND LOOP

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

(I) BOARD CONSIDERATION OF RESOLUTION NO. 2018-01
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, DESIGNATING THE PLACES FOR POSTING OF PUBLIC MEETING NOTICES, ORDINANCES, AND OTHER ACTIONS TAKEN BY THE BOARD OF TRUSTEES AND TO DESIGNATE THE OFFICIAL NEWSPAPER OF GENERAL CIRCULATION.

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

(J) BOARD CONSIDERATION OF RESOLUTION NO. 2018-02
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, AUTHORIZING THE CONDUCT OF A MAIL BALLOT ELECTION FOR THE 2018 REGULAR MUNICIPAL ELECTION AND AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES FOR THE TOWN'S 2018 MUNICIPAL ELECTION AND ESTABLISHING A RATE OF PAY.

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

(K) BOARD CONSIDERATION OF RESOLUTION NO. 2018-03
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, APPROVING AN ANNEXATION PLAN AS REQUIRED UNDER THE MUNICIPAL ANNEXATION ACT OF 1965, AS AMENDED.

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

(L) BOARD CONSIDERATION OF RESOLUTION NO. 2018-04
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, FINDING THE JWT LAND COMPANY, LLC PETITION FOR ANNEXATION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION

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

(M) BOARD CONSIDERATION OF RESOLUTION NO. 2018-05
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, FINDING THE KOPJE RANCH REVOCABLE TRUST PETITION FOR ANNEXATION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.

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

(N) BOARD CONSIDERATION OF RESOLUTION NO. 2018-07
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO
APPOINTING SAMUEL STEWART AS POLICE CHIEF AND APPROVING AN EMPLOYMENT
AGREEMENT WITH SAMUEL STEWART TO ACT AS POLICE CHIEF

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

(O) BOARD CONSIDERATION OF RESOLUTION NO. 2018-08

A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, SUPPORTING THE RURAL BUSINESS
DEVELOPMENT GRANT APPLICATION FOR A GRANT FROM THE UNITED STATES DEPARTMENT OF
AGRICULTURE (USDA) TO INITIALLY FUND A REVOLVING LOAN PROGRAM FOR TOWN SMALL
BUSINESSES

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

(P) BOARD CONSIDERATION OF RESOLUTION NO. 2018-09

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

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

(Q) BOARD CONSIDERATION OF RESOLUTION NO. 2018-10

RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO HEALTH
FOUNDATION FOR THE MOVIES IN THE PARK PROJECT

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

(R) BOARD CONSIDERATION OF CONTRACT BETWEEN THE TOWN OF PARACHUTE AND GARFIELD
COUNTY ANIMAL WELFARE FOUNDATION, INC DBA FRIENDS OF THE RIFLE ANIMAL SHELTER
(FRAS) TO PROVIDE SHELTER AND IMPOUND SERVICES FOR DOMESTIC ANIMALS TO THE
TOWN OF PARACHUTE.

BOARD CONSIDERATION OF RESOLUTION NO. 2018-11

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO
APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH THE RIFLE ANIMAL SHELTER
FOR SHELTER AND IMPOUND SERVICES

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

(S) BOARD CONSIDERATION OF CHANGE ORDERS FROM JOHNSON CONSTRUCTION, INC FOR THE
BOAT RAMP CONSTRUCTION PROJECT

STAFF: MARK KING, PUBLIC WORKS DIRECTOR

(T) OTHER

1. Letter of concern
EXECUTIVE SESSION
C.R.S. 24-6-402(4)(e), FOR DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS; DEVELOPING STRATEGY FOR NEGOTIATIONS; AND INSTRUCTING NEGOTIATORS REGARDING PROPERTY AQUISITION

ADJOURN
(A) CALL TO ORDER
Mayor called meeting to order at 6:30 pm

TRUSTEES PRESENT:
Juanita Williams
Tim Olk
John Loschke
Tom Rugaard
Fred Andersen

MAYOR:
Roy McClung

STAFF PRESENT:
Town Manager, Stuart McArthur
Town Clerk, Lucy Cordova
Economic Development, Lauralee Patton
Community Development, Derek Wingfield
Public Works Director, Mark King
Police Chief, Cary Parmenter

TRUSTEES ABSENT:

AUDIENCE LIST ATTACHED

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

MOTION 1: Moved and seconded by Loschke / Rugaard to approve Agenda
Vocal vote unanimous

(D) CONSENT AGENDA:

1. MINUTES FROM THE NOVEMBER 16, 2017, REGULAR MEETING

2. EXPENDITURES PAID NOVEMBER 10, 2017 THROUGH DECEMBER 7, 2017

3. RENEWAL FOR A HOTEL & RESTAURANT (CITY) LIQUOR LICENSE
   APPLICANT: JKLMMN, LLC
   DBA: SHOMMYS
   LOCATION: 028 CARDINAL WAY

MOTION 2: Moved and seconded by Loschke / Rugaard to approve consent agenda
Motion passed with a 5-0 vote.

(E) COMMENTS FROM CITIZENS NOT ON THE AGENDA

NO PUBLIC COMMENT

(F) DEPARTMENTAL REPORTS:

1. Mayor and Board of Trustees ..............................................................Mayor and Trustees
   Mayor and Trustees gave updates on Oil & Gas.

2. Community Development Department Update ....................... Specialists, Community Development
   Lauralee Patton and Derek Wingfield went over the Community Development monthly report. Grand Valley Days
   is no longer a Chamber event, it is now a Town event.
Public Works Department Update

Mark King, Public Works Director

Mark King went over the Public Works monthly report.

Police Department Monthly Update

Cary Parmenter, Police Chief

Police Chief Cary Parmenter gave a speech thanking the Board for his time with the Town.

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**CHIEF CARY PARMENTER'S RETIREMENT CELEBRATION**

STAFF:  STUART McARTHUR, TOWN MANAGER

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**CONTINUATION OF PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES IN CONSIDERATION OF A RETAIL MARIJUANA STORE LICENSE RENEWAL**

APPLICANT OWNER:  Cannabist Castle Supermarket & Dispensary Lounge, LLC

P.O Box 687

Glenwood Springs, CO 81602

PROJECT NAME:  Application for renewal of a license from the Town of Parachute for a retail marijuana store

PROJECT LOCATION:  748 E 1ST Street

Parachute CO 81635

STAFF:  STUART McARTHUR, TOWN MANAGER

JEFFREY CONKLIN, TOWN ATTORNEY

Public Hearing opened by Mayor McClung

Mr. McArthur introduced Applicant representatives; Attorney Trevor McGarvey and Manager John Dyet

Applicant gave presentation

Public Hearing closed.

No public comment.

Board discussion ensued.

**MOTION 3:** Moved and seconded by Loschke / Andersen to approve a renewal license for The Kind Castle contingent upon the dispensary being opened no later than January 11, 2018, signing of fine agreement and $25K fine. Both fine and license to be forfeited if conditions not met.

*Motion passed with a 5-0 vote*

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**PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES IN CONSIDERATION OF AN APPLICATION FOR A RETAIL MARIJUANA PRODUCTS MANUFACTURING FACILITY**

APPLICANT OWNER:  710 Initiatives, Inc

120 Lakota Drive

New Castle, CO 81647

PROJECT NAME:  Application for a license from the Town of Parachute for a retail marijuana products manufacturing facility

PROJECT LOCATION:  101 Cardinal Way, Unit 3

Parachute, CO 81635

STAFF:  STUART McARTHUR, TOWN MANAGER

JEFFREY CONKLIN, TOWN ATTORNEY

Public Hearing opened by Mayor McClung

Mr. McArthur introduced Applicants Justin Ortell and Ryan Newberry

Applicants gave presentation

Public Hearing closed.

No public comment.

Board discussion ensued.
MOTION 4: Moved and seconded by Rugaard / Olk to approve a license for a Retail Marijuana Products Manufacturing Facility to 710 Initiatives, Inc
	Motion passed with a 5-0 vote

(J) PUBLIC HEARING BEFORE THE BOARD OF TRUSTEES IN CONSIDERATION OF THE 2018 ANNUAL BUDGET

STAFF: STUART McARTHUR, TOWN MANAGER

ERICA SPARHAWK

BOARD CONSIDERATION OF RESOLUTION NO. 2017-27

A RESOLUTION LEVYING GENERAL PROPERTY TAXES TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF PARACHUTE, COLORADO, FOR THE 2018 BUDGET YEAR.

MOTION 5: Moved and seconded by Olk / Loschke to approve Resolution No. 2017-27

A RESOLUTION LEVYING GENERAL PROPERTY TAXES TO HELP DEFRAY THE COST OF GOVERNMENT FOR THE TOWN OF PARACHUTE, COLORADO, FOR THE 2018 BUDGET YEAR.

Motion passed with a 5-0 vote

BOARD CONSIDERATION OF RESOLUTION NO. 2017-28

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING THE BUDGET FOR THE TOWN OF PARACHUTE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2018, AND ENDING ON THE LAST DAY OF DECEMBER 2018, ESTIMATING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY THE TAX LEVY, BASED ON THE SAID BUDGET SO ADOPTED; ESTIMATING THE AMOUNT OF MONEY TO BE DERIVED FROM OTHER REVENUE SOURCES; SETTING THE TOTAL ESTIMATED EXPENDITURES FOR EACH FUND; AND ADOPTING THE SCHEDULE OF FEES FOR THE TOWN OF PARACHUTE, COLORADO

MOTION 6: Moved and seconded by Loschke / Rugaard to approve Resolution No. 2017-28

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING THE BUDGET FOR THE TOWN OF PARACHUTE, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2018, AND ENDING ON THE LAST DAY OF DECEMBER 2018, ESTIMATING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY THE TAX LEVY, BASED ON THE SAID BUDGET SO ADOPTED; ESTIMATING THE AMOUNT OF MONEY TO BE DERIVED FROM OTHER REVENUE SOURCES; SETTING THE TOTAL ESTIMATED EXPENDITURES FOR EACH FUND; AND ADOPTING THE SCHEDULE OF FEES FOR THE TOWN OF PARACHUTE, COLORADO

Motion passed with a 5-0 vote

BOARD CONSIDERATION OF RESOLUTION NO. 2017-29

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW, FOR THE TOWN OF PARACHUTE, COLORADO, FOR THE 2018 BUDGET YEAR

MOTION 7: Moved and seconded by Loschke / Olk to approve Resolution No. 2017-29

A RESOLUTION APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH BELOW, FOR THE TOWN OF PARACHUTE, COLORADO, FOR THE 2018 BUDGET YEAR

Motion passed with a 5-0 vote

STAFF: STUART McARTHUR, TOWN MANAGER

(K) BOARD CONSIDERATION OF ORDINANCE NO. 737-2017

AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING SECTION 11.08.110 OF THE MUNICIPAL CODE TO PROVIDE NEW DEFINITIONS.

STAFF: JEFFREY CONKLIN, TOWN ATTORNEY S

STUART McARTHUR, TOWN MANAGER

MOTION 8: Moved and seconded by Rugaard / Olk to approve Ordinance NO. 737-2017
AN ORDINANCE OF THE TOWN OF PARACHUTE, COLORADO, AMENDING SECTION 11.08.110 OF THE MUNICIPAL CODE TO PROVIDE NEW DEFINITIONS

Motion passed with a 5-0 vote

(L) BOARD CONSIDERATION OF AGREEMENT BETWEEN THE TOWN OF PARACHUTE AND EMERGENT #1 AND APPROVE MAYOR / TOWN MANAGER TO SIGN

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

MOTION 9: Moved and seconded by Loschke / Olk to approve Emergent #1 Agreement
Motion passed with a 5-0 vote

(M) OTHER

1. Thank you from the Grand Valley Parks Association

(N) EXECUTIVE SESSION-
C.R.S. 26-6-402(4)(b), TO CONFER WITH AN ATTORNEY FOR THE CITY FOR THE PURPOSES OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS

MOTION 10: Moved and seconded by Rugaard / Loschke to move into Executive Session per C.R.S. 26-6-402(4)(b), TO CONFER WITH AN ATTORNEY FOR THE CITY FOR THE PURPOSES OF RECEIVING LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS

Mayor McClung stated for the record that during the executive session the Board provided direction to Town Attorney and Town Manager on matters which were discussed during the executive session.

(O) ADJOURN

MOTION 11: Moved and seconded by Rugaard / Williams to adjourn
Meeting adjourned at 9:20 pm

________________________________________________________
Roy B McClung, Mayor

ATTEST:

___________________________________
Lucy Cordova, Town Clerk
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<td>11,000.00</td>
</tr>
<tr>
<td>21748</td>
<td>1/9/2018</td>
<td>USA BLUE BOOK</td>
<td>571.26</td>
</tr>
<tr>
<td>21749</td>
<td>1/9/2018</td>
<td>ACTION SHOP SERVICE</td>
<td>348.95</td>
</tr>
<tr>
<td>21830</td>
<td>12/12/2017</td>
<td>ORCHARD ITRUST COMPANY INC</td>
<td>2,979.74</td>
</tr>
<tr>
<td>21831</td>
<td>12/12/2017</td>
<td>FIRE &amp; POLICE PENSION ASSOC</td>
<td>1,878.34</td>
</tr>
<tr>
<td>21832</td>
<td>12/15/2017</td>
<td>PAYLOCITY CORP</td>
<td>128.66</td>
</tr>
<tr>
<td>21833</td>
<td>12/15/2017</td>
<td>PAYLOCITY CORP</td>
<td>34,218.88</td>
</tr>
<tr>
<td>21834</td>
<td>12/15/2017</td>
<td>PAYLOCITY CORP</td>
<td>29,843.09</td>
</tr>
<tr>
<td>21835</td>
<td>12/15/2017</td>
<td>PAYLOCITY CORP</td>
<td>5,536.00</td>
</tr>
<tr>
<td>21836</td>
<td>12/15/2017</td>
<td>PAYLOCITY CORP</td>
<td>1,863.60</td>
</tr>
<tr>
<td>21837</td>
<td>12/15/2017</td>
<td>PAYLOCITY CORP</td>
<td>3,019.98</td>
</tr>
<tr>
<td>21838</td>
<td>12/15/2017</td>
<td>PAYLOCITY CORP</td>
<td>16.51</td>
</tr>
<tr>
<td>21839</td>
<td>12/22/2017</td>
<td>PAYLOCITY CORP</td>
<td>2,025.05</td>
</tr>
<tr>
<td>21840</td>
<td>12/29/2017</td>
<td>PAYLOCITY CORP</td>
<td>169.82</td>
</tr>
<tr>
<td>21841</td>
<td>12/29/2017</td>
<td>PAYLOCITY CORP</td>
<td>9,315.63</td>
</tr>
<tr>
<td>21842</td>
<td>12/15/2017</td>
<td>PROVELOCITY</td>
<td>1,900.00</td>
</tr>
<tr>
<td>21843</td>
<td>12/15/2017</td>
<td>PAYLOCITY CORP</td>
<td>14,492.50</td>
</tr>
<tr>
<td>21844</td>
<td>12/22/2017</td>
<td>WELLS FARGO BUSINESS</td>
<td>10.20</td>
</tr>
<tr>
<td>21845</td>
<td>12/15/2017</td>
<td>WEX INC</td>
<td>2,592.75</td>
</tr>
<tr>
<td>21846</td>
<td>12/28/2017</td>
<td>UMB CREDIT CARD</td>
<td>6,619.43</td>
</tr>
<tr>
<td>21847</td>
<td>12/15/2017</td>
<td>WELLS FARGO BUSINESS</td>
<td>299.98</td>
</tr>
<tr>
<td>21848</td>
<td>12/29/2017</td>
<td>XCEL ENERGY</td>
<td>4,723.52</td>
</tr>
<tr>
<td>21849</td>
<td>12/28/2017</td>
<td>XCEL ENERGY</td>
<td>3,281.74</td>
</tr>
</tbody>
</table>

Total Amount: 369,182.71
DATE: January 18, 2018  
TO: Board of Trustees  
FROM: Stuart S. McArthur, Town Manager  
SUBJECT: TOWN MANAGER MONTHLY REPORT – JANUARY 2018

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 (January 2018 receipts for December 2017 sales) sales tax and comparing the last three (3) years and the 2017 budget is attached to this report. You will note that sales tax YTD is up by 41.8% from last year at this time. The current month sales tax receipts have increased 23.7% over the comparable month in 2016. (Note that the retail marijuana sales were beginning to be in full swing in July 2016.) My analysis reflects that there are no anomalous tax receipts this month, so the tax receipts reflect the true economy of Parachute. An energy sector company continues to have increasingly high sales.

Other businesses in the Town continue to increase over the previous year. In December 2017, seventeen (17) of the top non-marijuana businesses are up an average of 34.4% from the same month last year. A simple analysis of consumer categories reflects the following:

<table>
<thead>
<tr>
<th>Category</th>
<th>% Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hotels</td>
<td>-1.9%</td>
</tr>
<tr>
<td>Restaurants</td>
<td>10.7%</td>
</tr>
<tr>
<td>Liquor Stores</td>
<td>6.9%</td>
</tr>
<tr>
<td>Convenience Stores</td>
<td>2.2%</td>
</tr>
<tr>
<td>Other</td>
<td>72.9%</td>
</tr>
</tbody>
</table>

Of the $111,107 ($99,645 local) December tax receipt figure, $35,441 represents the sales tax for the sale of recreation marijuana, representing 31.9% of all sales tax for the month. The percentage of the local sales tax of marijuana has continued to decrease since October (42.8% down to 31.9% - 25.5%).

Including the State of Colorado distribution of retail marijuana sales tax:
<table>
<thead>
<tr>
<th>Total Sales</th>
<th>Town</th>
<th>State</th>
<th>Total</th>
<th>Percentage of</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax Receipts</td>
<td>Recreational Marijuana Sales Tax</td>
<td>Recreational Marijuana Sales Tax</td>
<td>Recreational Marijuana Sales Tax</td>
<td>Retail Marijuana Sales Tax to Total Receipts</td>
</tr>
<tr>
<td>$111,107</td>
<td>$23,979</td>
<td>$11,462</td>
<td>$35,441</td>
<td>31.9%</td>
</tr>
</tbody>
</table>

The sales tax for marijuana is down from previous months. I cannot reasonably believe that more stores will bring in more sales tax to the Town. It will probably only serve to distribute it among the larger number of stores.

2. On Thursday, January 4, 2018, Attorney General Jeff Sessions released a memo to U.S. attorneys announcing he has rescinded all previously issued Justice Department guidance concerning marijuana policy. The memos included:

   a. An October 2009 memo (Ogden) regarding “Investigations and Prosecutions in States Authorizing the Medical Use of Marijuana;”

   b. A June 2011 memo (Cole) providing “Guidance Regarding the Ogden Memo in Jurisdictions Seeking to Authorize Marijuana for Medical Use;”

   c. An August 2013 memo (Cole) providing “Guidance Regarding Marijuana Enforcement;”

   d. A February 2014 memo (Cole) providing “Guidance Regarding Marijuana Related Financial Crimes;” and

   e. An October 2014 memo (Wilkinson) regarding “Marijuana Issues in Indian Country.”

Pueblo County Board of County Commissioners initiated a nationwide conference call on Friday, January 5 to discuss the ramifications of the AG’s action to local and state governments. I called in to conference; there were many people on the call, including Oregon Congressman Earl Blumenauer; Denver Attorney Christian Sederberg; Vermont Lt. Governor David Zuckerman; and Pueblo County Commissioner Sal Pace.

Items taken away from the meeting:

- DOJ has destabilized a very successful movement, creating a lot of uncertainty;
- It is not a time to panic;
- This is the first round – it is not known what the Trump Administration will do;
- Congressman Blumenauer has filed a bill regarding medical marijuana, and will amend to include recreational. The bill would restrict funding to the enforcement of marijuana;
- Another bill is being introduced that would remove marijuana from Title I;
- Senator Corey Gardner has stated that he would do all he can do to delay any appointments for the DOJ until this is cleared up. He is upset that the AG went back on a promise to him that he would not do exactly what he has done.
- It was pointed out that nationally there are 200,000 jobs in over 5,000 businesses related
to marijuana, with billions of dollars in sales;
• There is an all-time high of support from marijuana, even a majority of Republicans support adult use;
• The group believes that the timeline for federal legalization has been accelerated with the AG’s action;
• Now is the time to come off the defensive and start an offensive push with a nationwide task force to lobby for legalization of marijuana;
• Lastly, we need to look into who the U.S. attorneys are for the respective states. Most a temporary appointments at this time. I understand that U.S. attorney for Colorado has made contradictory statements about what enforcement he would undertake.

3. I want to give a shout out to Teresa Beecraft, Finance Director, for not only repairing the 2017 finances for the Town, but also for moving the Town to a new and improved financial/accounting system – ASYST. The financial health of the Town remains healthy. Following are the preliminary (unaudited) condition of each fund of the Town.

<table>
<thead>
<tr>
<th>Fund</th>
<th>Beginning Fund Balance</th>
<th>2017 Revenues</th>
<th>2017 Expenditures</th>
<th>2017 Budget</th>
<th>Ending Fund Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>General</td>
<td>$ 548,904</td>
<td>$ 2,619,458</td>
<td>$ 2,350,532</td>
<td>$ 2,414,300</td>
<td>$ 817,830</td>
</tr>
<tr>
<td>Streets and Alleys</td>
<td>112,364</td>
<td>178,705</td>
<td>258,073</td>
<td>263,010</td>
<td>32,996</td>
</tr>
<tr>
<td>Conservation Trust</td>
<td>75,185</td>
<td>5,483</td>
<td>-</td>
<td>73,734</td>
<td>80,668</td>
</tr>
<tr>
<td>Federal Assets</td>
<td>263</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>263</td>
</tr>
<tr>
<td>Reserve</td>
<td>3,070,600</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3,070,600</td>
</tr>
<tr>
<td>Capital Improve</td>
<td>1,262,645</td>
<td>361,470</td>
<td>1,014,014</td>
<td>1,035,330</td>
<td>610,101</td>
</tr>
<tr>
<td>Water</td>
<td>303,119</td>
<td>762,920</td>
<td>857,852</td>
<td>1,317,705</td>
<td>208,187</td>
</tr>
<tr>
<td>Wastewater</td>
<td>89,899</td>
<td>272,055</td>
<td>207,663</td>
<td>457,005</td>
<td>154,291</td>
</tr>
<tr>
<td>Garbage</td>
<td>33,335</td>
<td>61,271</td>
<td>50,151</td>
<td>56,000</td>
<td>44,455</td>
</tr>
</tbody>
</table>

Note: Other Town Funds have no activity.

4. As of the writing of this report (Wednesday, January 10, 2018), the prices for energy commodities are:

- WTI Crude Oil: $63.43 (Last month - $57.38 / Up 10.5%)
- Natural Gas (Nymex): $2.91 (Last month - $2.77 / Up 5.0%)

According to Community Counts there are currently five (5) active rigs in Garfield County. The rigs are operated by Terra Energy Partners (2), Caerus Oil and Gas (3), Vanguard (1).

5. The recruitment of the Police Chief is complete. We received nine (9) applications. The selection committee narrowed the pool down to five (5) finalist. The applicants’ backgrounds and abilities were strong. The interviews were held on December 18th at Town Hall. Following the panels’ interview a public reception was be held in order to have a full public process. Sam Stewart was selected as the Town of Parachute’s new police chief. We are excited to have Chief Stewart here and looking forward to working toward the goals and objectives of the Town and Board.

6. The Chamber of Commerce’s 13th Annual State of the Community will be held on February 14th at the Grand River Hospital Conference Center in Rifle. The Mayor spoke at last year’s luncheon and created a lot of “chatter” about what is happening in the Town of Parachute. We
hope to generate action in addition to the chatter this year after the Mayor’s speech. The Town has a table reserved for the event. Do any Board members desire to attend the event?

7. I would like to thank Town Staff for the all-out effort they made to make the holiday party a smashing success again this year. All staff contributed in one way or another, but I would especially like to congratulate Lucy Cordova, Sarah Goin, and Lauralee Patton for their leadership for the event.

8. On Friday, January 5th, I met with Pattie Snidow of the USDA to discuss potential grants and other funding opportunities available to the Town. I would like to submit a grant application to USDA for a revolving grant program. My ideas are to work with the Town businesses to provide small very low interest loans to help them fix up the facades of their locations. Does the Board approve of this plan?

9. Tomorrow I will be attending a meeting to discuss the regional economic development district designation from the State. AGNC is leading this effort.

10. On the 23rd, I will attend a meeting regarding the County’s efforts toward a Small Business Development office.

11. Lastly, I will be meeting with the Mayors on Friday, January 26th to discuss potential changes in the Garfield County Federal Mineral Lease District’s policies and practices. Does the Board have any direction?

If you have questions or concerns, contact me at 970.285.7630 or stuartmc@parachutecolorado.com.
<table>
<thead>
<tr>
<th>Month Received</th>
<th>Month Paid</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
<th>2017 YTD</th>
<th>2017 Budget (including MJ)</th>
<th>YTD % Compared to 2016</th>
<th>Actual Compared to Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan</td>
<td>Dec</td>
<td>107,541.87</td>
<td>$</td>
<td>93,340.02</td>
<td>92,880.64</td>
<td>103,174.62</td>
<td>$ 114,667.59</td>
<td>-10.02%</td>
</tr>
<tr>
<td>Feb</td>
<td>Jan</td>
<td>104,702.30</td>
<td>81,163.74</td>
<td>58,542.21</td>
<td>58,542.21</td>
<td>96,615.25</td>
<td>$ 95,402.59</td>
<td>1.27%</td>
</tr>
<tr>
<td>Mar</td>
<td>Feb</td>
<td>113,904.74</td>
<td>51,821.09</td>
<td>60,709.45</td>
<td>60,709.45</td>
<td>100,253.55</td>
<td>$ 88,387.00</td>
<td>13.43%</td>
</tr>
<tr>
<td>Apr</td>
<td>Mar</td>
<td>78,277.62</td>
<td>60,420.09</td>
<td>71,281.73</td>
<td>71,281.73</td>
<td>111,836.41</td>
<td>$ 81,963.61</td>
<td>36.45%</td>
</tr>
<tr>
<td>May</td>
<td>Apr</td>
<td>75,764.05</td>
<td>60,555.16</td>
<td>70,463.99</td>
<td>70,463.99</td>
<td>121,621.51</td>
<td>$ 80,715.98</td>
<td>50.68%</td>
</tr>
<tr>
<td>Jun</td>
<td>May</td>
<td>82,490.46</td>
<td>93,419.42</td>
<td>74,835.44</td>
<td>74,835.44</td>
<td>132,715.29</td>
<td>$ 97,876.20</td>
<td>35.60%</td>
</tr>
<tr>
<td>Jul</td>
<td>Jun</td>
<td>92,727.04</td>
<td>67,717.37</td>
<td>94,046.36</td>
<td>94,046.36</td>
<td>133,528.55</td>
<td>$ 99,338.21</td>
<td>41.98%</td>
</tr>
<tr>
<td>Aug</td>
<td>Jul</td>
<td>67,447.53</td>
<td>68,804.28</td>
<td>104,403.76</td>
<td>104,403.76</td>
<td>144,018.87</td>
<td>$ 93,937.76</td>
<td>35.31%</td>
</tr>
<tr>
<td>Sep</td>
<td>Aug</td>
<td>77,887.19</td>
<td>61,204.69</td>
<td>98,190.07</td>
<td>98,190.07</td>
<td>134,480.13</td>
<td>$ 92,620.90</td>
<td>45.19%</td>
</tr>
<tr>
<td>Oct</td>
<td>Sep</td>
<td>99,147.71</td>
<td>75,283.71</td>
<td>134,250.16</td>
<td>134,250.16</td>
<td>134,460.65</td>
<td>$ 120,491.11</td>
<td>11.59%</td>
</tr>
<tr>
<td>Nov</td>
<td>Oct</td>
<td>67,147.25</td>
<td>59,887.91</td>
<td>103,389.71</td>
<td>103,389.71</td>
<td>117,199.41</td>
<td>$ 89,944.30</td>
<td>30.30%</td>
</tr>
<tr>
<td>Dec</td>
<td>Nov</td>
<td>86,001.23</td>
<td>58,023.81</td>
<td>89,859.55</td>
<td>89,859.55</td>
<td>111,107.23</td>
<td>$ 91,294.77</td>
<td>21.70%</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>1,053,038.99</td>
<td>$</td>
<td>831,641.29</td>
<td>1,052,853.07</td>
<td>1,052,853.07</td>
<td>$ 1,146,640.00</td>
<td>26.99%</td>
</tr>
</tbody>
</table>

| Projected 2017 |            | $ 1,441,011.45 | $           | $ 571,601.43 | $           |                      |

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

** Note: $49,550 was refunded to Cingular Wireless in August 2016. With refund, town sales tax would be $43,250.
DATE: January 18, 2018
TO: Board of Trustees
FROM: Derek Wingfield & Lauralee Patton
SUBJECT: MONTHLY UPDATE

Planning for Rockmageddon is in full swing. This year we are leaning toward a “redneck games” theme. If there are any redneck games you’d like to see at this year’s event, please share them with us! One event we are excited to be adding is a BBQ cookoff. Registration is scheduled to begin on February 1st!

This week is Winterfest celebration. Lauralee sat on the committee to help with the planning this year. The Town of Parachute does have a float in the parade this year if you would like to ride on it!

You’ll be seeing new street signs going up along 1st Street and Cardinal Way. These will be the new design that will match the way finding signs that have been put up showing the way to the Battlement Trailhead.

Building Department: We received a records request for all of our building documents dating back to 2007. This has prompted us to work toward digitizing all of our building documents. This is a time consuming task, but moving forward it will also clean up a great deal of our records. The actual building activities have also continued to climb. We have issued a certificate of occupancy for a new residential and we have been in the planning process for the potential of at least two more possibly in the near future. The Kind Castle has also received their certificate of occupancy to open as well and the renovation is quite amazing. We also issued permits for a new garage, shed, and several mechanical/re-roofs.
MEMORANDUM

Date: January 18th, 2018
To: Board of Trustees
From: Mark King, Public Works Director
Subject: December Monthly Report

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

Public works took advantage of the nice weather and cleaned the irrigation pond and a large portion of the irrigation ditch. We plan to finish the ditch this winter so we do not get bogged down this spring.

There were 2 main water leaks this month: an 8" main by Cottonwood View and a 10" main on south Railroad. We were able to repair the one by Cottonwood View but only a temporary fix on south Railroad and will excavate a large area and permanently repair this spring. The parts are on order and will be onsite this week.

Ryan Gordon and I have been working with Johnson Construction on the boat ramp. Due to the new location of the ramp Johnson Construction is working on a change order; I rejected the first change order in need of them to make corrections.

We will be working on a float in the next few weeks for the Winter Fest parade on Battlement Mesa.

If you have any questions or concerns you can contact me at 970-986-1821.
To: Board of Trustees

From: Chief Samuel Stewart

Ref: Monthly Report

Date: 01/10/2018

The first 3 days of employment have been a whirlwind so far but I am excited to be here!! We are going to start looking into the hiring of a new officer in January and I am hopeful to have someone on board by the end of February.

Call load is average so far and the nicer weather is helping that with fewer accidents on I-70. The Winterfest is coming up and I expect to have some interaction with the GVHS during that time. Attached is the monthly blotter for December.

Thank you!!
POLICE ACTIVITY BLOTTER FOR DECEMBER 2017

DATE      SUMMARY

12/02/17  Traffic Violation
Officer on routine patrol near I-70 MP 72 eastbound. Officer observed a vehicle travelling at 100 MPH. The driver was contacted and found to be suspended. Abigail Friesen, 31, of Parachute, was issued a summons for reckless driving, speeding 25-39MPH over the posted speed limit, and driving under restraint. The vehicle was impounded.

12/03/17  DUI
Officer was dispatched to a REDDI (report every drunk driving incident) report in the 100 block of Columbine Court. Officer located the vehicle and contacted the driver. Eric Tholson, 35, of Casper, WY, was arrested for DUI and driving without a valid driver’s license.

12/04/17  Drug Violation
Officer was on routine patrol when he observed known juveniles smoking. During a routine pat search the officer located marijuana and related paraphernalia. The juvenile female was issued a summons for minor in possession of tobacco, minor in possession of marijuana and possession of drug paraphernalia.

12/04/17  Violation of Court Order
Officer was dispatched to the 0 block of Cardinal Way for a disturbance. Officer contacted the male and the male showed signs of intoxication. The male had a restraining order preventing him from the consumption or possession of alcohol. Corey Murphy, 29, transient was arrested for violation of the protection order.

12/04/17  Domestic
Officer was dispatched to 200 Colorado Ave for a disturbance in progress. Multiple callers reported a female screaming help me along with banging and stomping. Upon officer arrival the victim was contacted and observed fresh injuries. Douglas Thomas-Daury, 36, of Parachute was arrested for 3rd degree assault, criminal mischief, obstruction of telephone services and domestic violence enhancement.

12/05/17  DUI
Officer was on routine patrol in the 700 block of Cardinal Way. Officer observed a vehicle speeding and contacted it. After investigation Dale Hampton, 91, of Clifton, was arrested for DUI, open container of marijuana in a motor vehicle, failed to provide evidence of insurance, displayed expired number plates, and speeding 10-19.
12/05/17  DUI
Officer was in the area of I-70 MP 75 westbound attempting to locate a suicidal subject travelling on I-70. Officer located the vehicle and stopped the vehicle. After investigation Mary Roche, 32, of Grand Junction was arrested for DUI, DUI-per se, driving while license under restraint, and displaying expired number plates. The vehicle was impounded.

12/07/17  Stalking
Officer was dispatched to 200 Colorado Ave for a harassment. After investigation a warrant has been issued for the charges of stalking.

12/07/17  Criminal Mischief
Officer was dispatched to the 300 block of Evans Ave for a disturbance. During the disturbance a glass window was broken out with a concrete cinderblock. Ashley Kauffman, 28, of Parachute was issued a summons for criminal mischief.

12/08/17  Burglary
Officer was dispatched to the 100 block of Cardinal Way for a civil matter. Multiple items were removed from the premises with an estimated value of over $3000. After investigation the DA’s office declined to prosecute.

12/12/17  Criminal Tampering
Officer was dispatched to 200 Colorado Ave for a criminal mischief. Vehicles had been egged. The case is closed pending further information.

12/13/17  Burglary
Officer was dispatched to 200 Colorado Ave for a burglary. A firearm was taken from the residence. The case is closed pending recovery of the firearm.

12/17/17  Wanted Person
Officer was at the police department when a female came to turn herself in on a warrant. Brittany Ward, 27, of Parachute was arrested on an outstanding warrant.

12/18/17  Missing Person
Officer was dispatched to a civil matter at 200 Colorado. A juvenile female ran away. The juvenile was entered as a runaway and was later located.

12/19/17  Domestic
Officer was dispatched to a disturbance at 200 Colorado. Officer had been there previously and no physical altercation had occurred. Upon the second time the female had visible injuries and marks. Joseph Vesco, 35, of Parachute, was arrested for 3rd degree assault with domestic violence enhancement.
12/20/17  Traffic Violation

Officer was on routine patrol and observed a vehicle speeding in the 10 block of Cardinal Way. Officer contacted the vehicle and found the driver was suspended. Jenny Brooke, 29, was issued a summons for speeding 10-19 mph over the limit and driving under restraint.

12/21/17  Child Abuse

Officer was dispatched to the 100 block of E 2nd Street for a child abuse incident. An employee was reported to have hit a child. The incident was investigated along with the department of human services investigation. The case was closed as the district attorney’s office declined prosecution.

12/21/17  Accident

Officer was dispatched to an accident at Cardinal Way and Garfield County Road 300. After investigation John Nordin, 31, of Battlement Mesa was given a summons for careless driving.

12/21/17  Accident

Officer was dispatched to an accident in the 700 block of Cardinal Way. After investigation Troy Caywood, 36, of Parachute was given a summons for exceeding safe speed for conditions and driving under restraint.

12/21/17  Traffic Violation

Officer was on routine patrol on I-70 near milepost 74.5 westbound and observed a vehicle speeding. The driver was found to be revoked. Adrian Loya, 19, of Gypsum, was issued a summons for speeding 10-19 mph and driving under revocation.

12/22/17  Accident

Officer was dispatched to an accident at Cottonwood Park. A juvenile male was issued a summons for careless driving.

12/24/17  Domestic

Officer was dispatched to 200 Colorado Ave for a 911 hangup. Officer located the source of the 911 call and determined that a physical altercation had occurred. Caylen Hammond, 24, of Parachute was arrested for second degree burglary, 2 counts of criminal mischief, harassment, and domestic violence enhancement.

12/27/17  Theft

Officer was dispatched to 300 block of E 2nd Street for a theft. Approximately $195.00 in items were removed from the exterior of a structure. The case remains open pending identification of the suspects.
12/29/17  Wanted Party

Officer was assisting a citizen in the 0 block of Columbine Court. Upon running the license plate officer discovered an associated warrant and realized that was who he had contacted. Officer arrested Patrick Payne, 29, of Battlement Mesa on three outstanding warrants for his arrest. Payne was also issued a summons for driving under revocation and failing to provide proof of insurance. The vehicle was impounded.

12/29/17  Sex Offense

Officer was dispatched to the 200 block of N Russey Ave for a sex offense. A juvenile male was arrested for sexual assault on a child and unlawful sexual contact. He was transported to the Department of Youth Corrections.

12/31/17  Domestic

Officer was dispatched to 200 Colorado Ave for a suspicious incident. Officer located a crying female and determined that a physical altercation had occurred. A warrant has been written for the arrest of the suspect and is pending approval from the district attorney’s office.

12/31/17  Theft

Officer was dispatched to the 300 block of Pioneer Court for a theft. Unknown person’s removed Christmas decorations valued at approximately $100. The case is inactive and closed pending further information.
140 Traffic Stops December 2017
34 Traffic Penalty Assessments December 2017
4 Traffic Summons/Arrest December 2017
355 Overall Calls for Service December 2017
7 Accident Reports December 2017
55 Accident Reports YTD
Case Reports by Comparison for the Month:
28 Case Reports in December 2017
(43 Case Reports in December 2016)
(26 Case Reports in December 2015)
(29 Case Reports in December 2014)
Case Reports by Comparison Year to Date:
478 case reports YTD for 2017
(392 case reports YTD in 2016)
(452 case reports YTD in 2015)
(281 case reports YTD in 2014)
### Retail and Medical Marijuana Application Submittal Checklist

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Sun Western LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>DBA:</td>
<td>N/A</td>
</tr>
<tr>
<td>Project Name:</td>
<td>Retail Marijuana Store</td>
</tr>
<tr>
<td>Project Address:</td>
<td>107 Diamond Loop</td>
</tr>
<tr>
<td>Reviewer:</td>
<td>Stuart S. McArthur</td>
</tr>
</tbody>
</table>

#### 6.11.090 Application Requirements.

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Complete</th>
<th>Date</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. A current application form provided by the Town.</td>
<td>Y</td>
<td>7/18/2017</td>
<td>REQUIRING SOME ADDITIONAL INFORMATION / SIGNATURES</td>
</tr>
<tr>
<td>B. A copy of the conditional State License or proof of application for a</td>
<td>Y</td>
<td>7/18/2017</td>
<td>REQUIRING SOME ADDITIONAL INFORMATION / SIGNATURES</td>
</tr>
<tr>
<td>State License.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Proof of ownership, lease, rental agreement, or other arrangement for</td>
<td>Y</td>
<td>7/18/2017</td>
<td></td>
</tr>
<tr>
<td>legal possession of the proposed Licensed Premises.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. An operating plan for the proposed Licensed Premises which includes a</td>
<td>Y</td>
<td>7/18/2017</td>
<td></td>
</tr>
<tr>
<td>description of the products and services to be provided by the proposed</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Licensed Premises, including whether the establishment proposes to engage</td>
<td></td>
<td></td>
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<tr>
<td>in the production of retail sale of food or other products containing retail</td>
<td></td>
<td></td>
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<tr>
<td>marijuana, and whether any retail marijuana products or services will be</td>
<td></td>
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<td></td>
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<tr>
<td>provided at a location different than the premises on the license application.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>E. A floor plan showing the configuration of the proposed Licensed</td>
<td>Y</td>
<td>7/18/2017</td>
<td></td>
</tr>
<tr>
<td>Premises, including a statement of total floor space occupied by the</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>business, which designates the use of each room or other area of the</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>proposed Licensed Premises and where patrons are not permitted.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Complete</td>
<td>Date</td>
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</tr>
<tr>
<td>1</td>
<td>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.</td>
<td>Y</td>
<td>7/18/2017</td>
</tr>
<tr>
<td>2</td>
<td>The floor plan shall designate the place at which the License will be conspicuously posted as required by this Chapter.</td>
<td>Y</td>
<td>7/18/2017</td>
</tr>
<tr>
<td>F</td>
<td>Sign, security and lighting plans indicating how the Applicant will comply with the requirements of the Colorado Retail Marijuana Code and this Chapter.</td>
<td>Y</td>
<td>7/18/2017</td>
</tr>
<tr>
<td>G</td>
<td>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.</td>
<td>Y</td>
<td>7/18/2017</td>
</tr>
<tr>
<td>H</td>
<td>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.</td>
<td>Y</td>
<td>7/18/2017</td>
</tr>
<tr>
<td>I</td>
<td>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.</td>
<td>Y</td>
<td>7/18/2017</td>
</tr>
<tr>
<td>J</td>
<td>A statement of whether or not any person holding any ownership interest in the proposed Retail Marijuana Establishment has:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete</td>
<td>Date</td>
<td>Comments</td>
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<td>---------------------------------</td>
</tr>
<tr>
<td>1</td>
<td>Y</td>
<td>7/18/2017</td>
<td>NO DENIAL, SUSPENSION, OR REVOCATION</td>
</tr>
<tr>
<td>2</td>
<td>Y</td>
<td>7/18/2017</td>
<td>NO Felony</td>
</tr>
<tr>
<td>K.</td>
<td>Y</td>
<td>7/18/2017</td>
<td></td>
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<tr>
<td>L.</td>
<td>N/A</td>
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</tbody>
</table>
Retail and Medical Marijuana Establishment Business License Application and Checklist

Application Checklist

☐ 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.

☐ 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:
☐ Affirmation & Consent
☐ Investigation Authorization/Authorization to Release

☐ 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.

☐ 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:
☐ Proof of ownership, lease, rental agreement, or other arrangement for legal possession of the proposed licensed premises described in this application form.
☐ Operating plan described in the Town’s Retail Marijuana Establishments ordinance of the proposed licensed premises.
☐ Floor plan described in the Town’s Retail Marijuana Establishments ordinance of the proposed licensed premises.
☐ 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.
☐ 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.
☐ Proof that the proposed licensees 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.

☐ 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 and Medical 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 [ ] Medical Marijuana Testing Facility [ ]
Medical Marijuana Cultivation Facility [ ] Retail Marijuana Products Manufacturing Facility [ ]

NOTE: 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) Sun Western, LLC.

Trade Name (DBA) (Provide Trade Name Registration) [ ] Website Address [ ]

Location and Contact Information – Proposed Licensed Premises

Premises: 107 Diamond Loop
Parachute, CO 81635

Business Phone Number (970) 379-9089
Business Fax Number None
Email Address sunwesternllic@gmail.com

Does the applicant have legal possession of the proposed licensed premises by virtue of ownership, lease or other arrangement?

Legal Basis for possession: Ownership [ ] Lease [ ]

Yes [ ] No [ ] 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:
PO Box 11
Glenwood Springs, CO 81602

Primary Contact Person for Business Thomas J Doogan
Title [ ]
Primary Contact Phone Number [ ]

Primary Contact Address (city, state, Zip) [ ]

Federal Taxpayer ID [ ] Colorado Sales Tax License # [ ]
Email Address sunwesternllic@gmail.com

Business Entity Details

Sole Proprietorship [ ] Partnership [ ] Limited Liability Company [ ] C Corporation (Closely Held) [ ]
Limited Partnerships [ ] S Corporation [ ] Corporation (Publicly Traded) [ ]

Trust [ ]
Limited Partnership [ ]

Other [ ] Explanation:

State of Incorporation or Creation of Business Entity
Colorado [ ]
Date of Incorp./Creation July 5, 2017

Date Qualified to Conduct Business in Colorado (Provide Certificate of Good Standing from the Colorado Secretary of State's Office) July 5, 2017

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 None

Page 2 of 6 Retail and Medical Marijuana Establishment Business License Application
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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>SSN/FEIN</th>
<th>Date of Birth</th>
<th>Ownership Entity (if applicable)</th>
<th>% Ownership of Ownership Entity</th>
<th>Effective Own. % in Applicant</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas J Doogan</td>
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<th>Effective Own. % in Applicant</th>
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<th>Ownership Entity (if applicable)</th>
<th>% Ownership of Ownership Entity</th>
<th>Effective Own. % in Applicant</th>
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</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Birth</th>
<th>FEIN OR SSN</th>
<th>Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas J Doogan</td>
<td></td>
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</tr>
</tbody>
</table>

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.

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.

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.

**Maintenance of Books and Records**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person who maintains Applicant's business</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Phone Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Person who prepares Applicant's tax returns, government forms &amp; reports</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>Phone Number</td>
</tr>
</tbody>
</table>

**Location of financial books and records for Applicant's business**

**Managers**

Name of Manager of proposed licensed premises. Submit a separate sheet if necessary.

<table>
<thead>
<tr>
<th>Name</th>
<th>Date of Birth</th>
<th>SSN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas J Doogan</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Owner’s Affirmation & Consent

I, Thomas J Doogan, as an owner 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.

<table>
<thead>
<tr>
<th>Applicant's Name</th>
<th>Trade Name (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sun Western, LLC.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner/Legal Agent Last Name (Please Print)</th>
<th>Owner/Legal Agent First Name</th>
<th>Owner/Legal Agent Middle Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doogan</td>
<td>Thomas</td>
<td>James</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal Agent Title</th>
<th>Signature (must be signed in front of one witness)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manager</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date (MM/DD/YY)</th>
<th>City</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Glenwood Springs</td>
<td>Colorado</td>
</tr>
</tbody>
</table>

Witness 1 Signature
Articles of Organization
filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Sun Western, LLC.  

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "llc", "llc", "llc", or "llc"). See § 7-90-401, C.R.S.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the limited liability company's initial principal office is

Street address  

(City)  

(State)  

(ZIP/Postal Code)  

United States  

(Mailing address)  

PO Box 11  

(City)  

(State)  

(ZIP/Postal Code)  

United States  

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name  

(Doogan)  

(Thomas)  

(James)  

(Sr.)  

((Last)  

(First)  

(Middle)  

(Suffix)  

((Caution: Do not provide both an individual and an entity name.)

Street address  

(City)  

(State)  

(ZIP Code)  

Mailing address  

(PO Box 11)  

(City)  

(State)  

(ZIP Code)  

(Street number and name or Post Office Box information)
4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual)  Doogan    Thomas    James    Sr.
(Last)    (First)    (Middle)    (Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

(Street number and name or Post Office Box information)

(City)
(State)
(ZIP/Postal Code)

(Province – if applicable)  United States
(Country)

(if the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

☑ one or more managers.

or

☐ the members.

6. (The following statement is adopted by marking the box.)

☑ There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are

(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.
This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

<table>
<thead>
<tr>
<th>Doogan</th>
<th>Thomas</th>
<th>James</th>
<th>Sr.</th>
</tr>
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<tbody>
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(Street number and name or Post Office Box information)

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</table>

(City)

(State)

(Province – if applicable)

(ZIP/Postal Code)

(Country)

United States

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user’s legal, business or tax advisor(s).
Sun Western, LLC

Certificate of Good Standing
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,

Sun Western, LLC.

is a
Limited Liability Company
formed or registered on 07/05/2017 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 20171517734.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/10/2017 that have been posted, and by documents delivered to this office electronically through 07/11/2017 @ 18:54:50.

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 07/11/2017 @ 18:54:50 in accordance with applicable law. This certificate is assigned Confirmation Number 10336593.

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/biz/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.”
Ownership of Land Parcel Subject to Lease Agreement
(Proof of Ownership)

Parachute Development Corporation is the current Land Owner of 107 Diamond Loop, Parachute, Colorado 81635.

Parachute Development Corporation is owned by Hayden Rader.
Name and Address of Property Owner

Parachute Development Corporation
c/o Hayden Rader
PO Box 686
Glenwood Springs, Colorado 81602

970-945-1320 Office
970-948-0699 cell

hrader@rof.net
Lessor: Parachute Development Corporation  
P.O. Box 686  
Glenwood Springs, CO 81602

Lessee: Sun Western, LLC  
P.O. Box 11  
Glenwood Springs, CO 81602

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 Mesa, 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 "shott form" of this lease for the purpose of recordation. Said memorandum or "shott 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 "shott 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 mortgaged 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 the 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 Lessee 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. This Lease is expressly conditional upon Lessee obtaining Town of Parachute and State of Colorado licenses for operating marijuana business(s) at this location.

k. Lease payments and lease term shall commence immediately upon Lessee obtaining their first license (State and Town license for any business) and upon completion of construction of any improvements, or November 30, 2018, whichever date occurs first. In the event Lessee does not have licenses by November 30, 2018, this Lease shall terminate and the deposit shall be retained by Lessor.

l. Lessor and owner of the premises hereby acknowledge that the Lessee intends to use the premises for marijuana related businesses, including but not limited to the retail sale of marijuana in a licensed marijuana store and that this is an allowable use for the property.

m. In the event the federal government intervenes and usurps state law this lease will automatically terminate and be of no force and effect.

n. In the event the landlord incurs any damages or loss from leasing to tenant the tenant agrees to indemnify landlord and pay all losses including all legal fees.

LESSOR:

Parachute Development Corporation

By: [Signature] Pres. 7-18-17

Date

LESSEE:

Sun Western, LLC

By: [Signature] 7-18-19

Date
Sun Western, LLC
Operating Plan
Odor Control

All of our products will come in a semi-easy child proof container that also controls the odor. From edibles to concentrates they will all have a convenient and sleek smell proof container.

Security

1. Employee identity badges
2. Alarm systems
3. Video surveillance system on all areas of our facility on interior and exterior of our building.
4. Well-lit lighting around entry, exit and parking lot areas to protect our clients.

Traceability

All products will be tracked, weighed and recorded according to state laws. We plan on using an inventory tracking system along with a software platform to ensure efficiency and accuracy. All products that leave the store will have proper labels with amount sold, potency of product, and other legal labels.

Transportation

Transportation of labeled and packaged products will be completed by either our retail dispensary staff or an employee of our facility.

Destruction of Waste Products

All products and waste will be disposed of in accordance with the Colorado MED Regulations.

Hours of Operation:

9 A.M. – 12 A.M.

Monday – Sunday
Sun Western, LLC - Site Plan and Floor Plan

Sun Western, LLC - Sign, Security & Lighting Plan

(please refer to notes on Site Plan and Floor Plan)

See architectural drawing dated 7/17/17 on A1.0
Sun Western, LLC

Description of Operation Plan

Cannabis retail store operations are much like a liquor store with rules and regulations but cannabis has many more medical benefits along with the value opportunity. The industry is growing fast and developing research is advancing the expansion. Sun Western, LLC is aiming to create a premium professional retail marijuana dispensary.

We are centering in on creating an easy comfortable experience within the dispensary, trying to make people who are new to the product as comfortable as possible while helping them understand the different types of products and their uses.

We are going to create a facility optimizing on efficiency and flow while allowing all rules and regulations to be properly followed stringently and meticulously. This will allow people to feel relaxed going into the store.

Path to Success

Sun Western, LLC will carry various premium products creating total value for any customer of any age being able to use any product that suits them. Products that will be distributed:

1. Flower Top strains of premium marijuana, pre-rolled and regular.
2. Edibles Candies, baked goods, infused drinks, etc.
3. Concentrates Wax, shatter, pen kits, distillates and live resin.
4. Paraphernalia Papers, Glass products from pipes to bongs, grinders, auto-rollers.
5. CBD/THC products Salves, patches, pills, tinctures.

A wide variety of products will be able to attract many different types of people. Our facility will be handicap accessible allowing people with certain disabilities to be able to shop with ease. With the correct organization and technology, we will be able to track and keep track of product going in and out of the dispensary. With well trained staff they will understand legal aspects of the job as well as full knowledge of all the products being sold allowing them to help anyone from beginner to everyday customers. With these attributes, we are confident to be the best most well-known marijuana retail store in Parachute.

Daily operations will entail daily inventory to keep the store well stocked as well as constant supervision making sure all legal aspects are met. Creating a transparent yet efficient workspace is our goal trying to greet customers with open arms while getting them their product fast and efficiently and on their way with a smell proof container filled with the sold products labeled and tracked.

We are trying to show premium product with gratified customers and staff.
Proposed Floor Plan

Proposed Development Site Plan

General Notes

Utility Providers

<table>
<thead>
<tr>
<th>Water</th>
<th>Waste</th>
<th>Gas</th>
<th>Electrical</th>
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</thead>
<tbody>
<tr>
<td>Source</td>
<td>Source</td>
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Project Areas

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<tr>
<th>Project Area</th>
<th>Area</th>
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<td>2,000 sq. ft.</td>
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<tr>
<td>1st Floor</td>
<td>1,500 sq. ft.</td>
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Project Data

Submitted To:
City of Parachute
Department of Planning and Development
222 Grand Ave., Parachute, CO 81635

Legal Description:
10.00 Acres, More or Less

Applicant:
John Smith
123 Main St., Parachute, CO 81635

Parachute Park Subdivision Map

Vicinity Map
Area Map

Distance to Cultivation Operation
Area Map

Distance to Schools
Proof of Zoning Compliance
<table>
<thead>
<tr>
<th>Land Use</th>
<th>RA</th>
<th>LDR</th>
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<th>HDR</th>
<th>OTC</th>
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<th>HT</th>
<th>SC</th>
<th>LI</th>
<th>GI</th>
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<tr>
<td>Medical Marijuana Testing Facility</td>
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<td>P</td>
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<td>Outdoor retail display and sales</td>
<td>P</td>
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<td>Outfitter/guide business</td>
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<td>P</td>
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<td>Rental services</td>
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<td>Repair, furniture and major household appliance</td>
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<td>Repair, Small equipment, Appliances</td>
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<td>Retail business, other &lt;5000 square feet</td>
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<td>Retail business, other &gt;25000 square feet</td>
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<td>Retail marijuana product manufacturing facility (see PMC 15.07.335)</td>
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<td>Retail marijuana store</td>
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<td>Retail marijuana testing facility</td>
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<td>Sexually oriented business</td>
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<td>Wholesale retail sales in conjunction with wholesaling</td>
<td>S</td>
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**COMMUNITY SERVICES**

| Assembly hall or exhibition facilities       | S  | S   | P   | P   | S   | P  |    |    |    |    |   |
| Clubs and lodges, fraternal organizations    | P  | S   | P   | P   | P  |    |    |    |    |    |   |
| Cultural facilities                          | S  | P   | P   | P   |    |    |    |    |    |    |   |
| Events center                                | S  | S   | P   | P   | P  |    |    |    |    |    |   |

**INDUSTRIAL USES**

| Auction house or yard                        | S  | S   | P   | P   |    |    |    |    |    |    |   |
| Building materials and services              | S  | S   | P   | P   |    |    |    |    |    |    |   |
| Commercial trash business without trash storage or trash transfer operations |    |    |    |    |    |    |    | P  | P  |    |   |
| Concrete products production                 |    |    |    |    |    |    |    |    |    |    | P |
| Contractor shops                             | S  | S   | P   | P   |    |    |    |    |    |    |   |
| Contractor yards                             |    |    |    |    |    |    |    |    |    |    | P |

JANUARY 19, 2017 ADOPTED

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<td>MARTINEZ, EFRAIN</td>
<td>R460070</td>
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<td>240913200025</td>
<td>8495 6 HWY</td>
<td>CARNAHAN, JESSE J</td>
<td>R460071</td>
<td>19 MEADOW CREEK DRIVE PARACHUTE, CO 81635-8915</td>
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<td>ROW</td>
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PUBLIC NOTICE

NOTICE OF HEARING

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

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

APPLICANT: Sun Western, LLC

TRADE NAME: Sun Western, LLC

ADDRESS OF APPLICANT: P.O. BOX 11, Glenwood Springs, CO 81602

ADDRESS OF PROPOSED LICENSED PREMISES: 107 Diamond Loop
Parachute, Colorado 81635

LEGAL DESCRIPTION: Section: 12 Township: 7 Range: 96 Subdivision: PARACHUTE PARK P.U.D. Block: 3 Lot: 8 AMENDED LOTS 1-3, 6-10, BLOCK 2 & LOTS 1-18, BLOCK 3 REC#784960 Garfield County, Parachute, Colorado

DATE OF APPLICATION: July 18, 2017

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application Thursday, October 19, 2017 at 6:30 p.m. in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.

All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY

TOWN OF PARACHUTE
BOARD OF TRUSTEES

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

PUBLISHED IN POST INDEPENDENT

September 13th 2017
PROOF OF PUBLICATION
GLENWOOD SPRINGS POST INDEPENDENT
STATE OF COLORADO
COUNTY OF GARFIELD

I, Randy Essex, do solemnly swear that I am Publisher of the GLENWOOD SPRINGS POST INDEPENDENT, that the same daily 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 uninterrupted 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 and that said newspaper has published the requested legal notice and advertisement as requested.

The GLENWOOD SPRINGS POST INDEPENDENT is an accepted legal advertising medium, only for jurisdictions operating under Colorado’s Home Rule provision.

That the annexed legal notice or advertisement was published in the regular and entire issue of every number of said daily newspaper for the period of 1 insertion; and that the first publication of said notice was in the issue of said newspaper dated 9/13/2017 and that the last publication of said notice was dated 9/13/2017 in the issue of said newspaper.

In witness whereof, I have here unto set my hand this day, 9/13/2017.

Randy Essex, Publisher

Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this day 9/13/2017.

Pamela J. Schultz, Notary Public
My Commission Expires: November 1, 2019

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ADDRESS OF PROPOSED LICENSED PREMISES: 107 Diamond Loop
Parachute, Colorado 81635

LEGAL DESCRIPTION: Section: 12 Township: 7
Range: 96 Subdivision: PARACHUTE PARK
P.U.D. Block: 3 Lot: 8 AMENDED LOTS 1-3, 6-10,
BLOCK 2 & LOTS 1-18, BLOCK 3 REC#784360
Garfield County, Parachute, Colorado

DATE OF APPLICATION: July 18, 2017

PUBLIC NOTICE IS HEREBY GIVEN that a Public Hearing will be held on this application Thursday, October 19, 2017 at 6:30 p.m. in the Board Room in the Parachute Town Hall, 222 Grand Valley Way, Parachute, CO 81635.

All interested persons may appear at said hearing.

BY ORDER OF THE LOCAL LICENSING AUTHORITY
TOWN OF PARACHUTE
BOARD OF TRUSTEES
222 GRAND VALLEY WAY
PARACHUTE, CO. 81635-0100
(970) 285-7630

Published in the Glenwood Springs Post Independent September 13, 2017 0000112862
PUBLIC NOTICE OF HEARING

PURSUANT TO SECTION 6.11.090 D OF THE TOWN OF PARACHUTE, COLORADO
NOTICE IS HEREBY GIVEN THAT AN APPLICATION HAS BEEN MADE TO THE LOCAL LICENSING AUTHORITY OF THE TOWN OF PARACHUTE, CO. FOR A RETAILMarijuana store which permits the sale of retailMarijuana products on the premise.

APPLICANT: SUN WESTERN, LLC
TRADE NAME: SUN WESTERN, LLC
ADDRESS OF APPLICANT: P.O. BOX 11, GLENWOOD SPRINGS, CO 81602

ADDRESS OF PROPOSED LICENSED PREMISES: 107 DIAMOND LOOP PARACHUTE, COLORADO 81635

LEGAL DESCRIPTION: SECTION: 12 TOWNSHIP: 7 RANGE: 96 SUBDIVISION: PARACHUTE PARK P.U.D. BLOCK 3 LOT: 8 AMENDED LOTS 1-3, 6-10. BLOCK 2 LOTS 1-8. BLOCK 3 REC#756460 GARFIELD COUNTY, PARACHUTE, COLORADO

DATE OF APPLICATION: JULY 18, 2017

PUBLIC NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD ON THIS APPLICATION THURSDAY, OCTOBER 19, 2017 AT 6:30 P.M. IN THE BOARD ROOM IN THE PARACHUTE TOWN HALL, 222 GRAND VALLEY WAY, PARACHUTE, CO 81635

ALL INTERESTED PERSON MAY APPEAR AT SAID HEARING. BY ORDER OF THE LOCAL LICENSING AUTHORITY, TOWN OF PARACHUTE, BOARD OF TRUSTEES. 222 GRAND VALLEY WAY, PARACHUTE, CO 81635 (970) 285-7630
TOWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2018-06

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, ACTING AS THE LOCAL LICENSING AUTHORITY, GRANTING TO SUN WESTERN, LLC A LICENSE TO OPERATE A RETAIL MARIJUANA STORE AT PROPERTY LOCATED AT 107 DIAMOND LOOP

WHEREAS, pursuant to Article XVIII, Section 16 of the Colorado Constitution and Articles 43.3 and 43.4 of Title 12 C.R.S., the Board of Trustees of the Town of Parachute (the “Board) adopted Chapter 6.11 of the Parachute Municipal Code (“PMC” or “Code”) to establish requirements for the licensing of retail marijuana establishments and medical marijuana establishments in the Town, designate the Board as the local licensing authority, and to regulate such establishments once licensed in order to protect the health, safety, and welfare of the citizens of the Town;

WHEREAS, Sun Western, LLC (the “Applicant”) submitted an application pursuant to Chapter 6.11 for a license to operate a retail marijuana store (the “Application”) at property located at 107 Diamond Loop in Parachute, Colorado (the “Property” or “Proposed Licensed Premises”);

WHEREAS, the Property is zoned Light Industrial Zone District (LI);

WHEREAS, pursuant to Schedule of Uses contained at Section 15.02.230 of the Code, retail marijuana store use is a permitted use in the LI Zone District;

WHEREAS, pursuant to Section 6.11.100 of the Code, the Town Manager reviewed the Application and deemed it complete;

WHEREAS, pursuant to Sections 6.11.010 and 6.11.110.C of the Code, the Board of Trustees may impose conditions on a license for a retail or medical marijuana establishment to protect the health, safety and welfare of Town residents and to govern the time, place, manner, and number of such establishments within the Town;

WHEREAS, pursuant to Sections 6.11.110 and 6.11.120 of the Code, the Board of Trustees finds:

a. The Application is complete and all fees have been paid;
b. Public notice was properly provided pursuant to the provisions of Chapter 6.11
c. The Applicant is qualified under the provisions of Chapter 6.11;
d. The state license has been approved, conditioned on the granting of the license by the Town or has been applied for;
e. The Proposed Licensed Premises complies with the design and performance requirements of the Colorado Medical Marijuana Code, Colorado Retail Marijuana Code, the Medical Marijuana Regulations, and the Retail Marijuana Regulations, and Chapter 6.11, as applicable;
f. The operation of a retail marijuana store in the location of the proposed licensed premises is not incompatible with the character of the immediate surrounding area and specific neighborhood; and

g. The Application otherwise complies with the requirements of Chapter 6.11; and

WHEREAS, the Board of Trustees reviewed the Application at a duly noticed public hearing and, acting as the Local Licensing Authority, wishes to approve of the Application and grant Applicant a license to operate a retail marijuana store on the Property, subject to conditions, set forth herein (the “Conditions”).

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, ACTING AS THE LOCAL LICENSING AUTHORITY, THAT:

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

Section 2. The Board of Trustees, acting as the Local Licensing Authority, hereby approves Applicant’s Application and grants Applicant a license to operate a retail marijuana store at the Property (the “License”), subject to the following conditions:

a. All representations made in the Applicant’s written material or verbally as reflected in the minutes of the public meetings or hearings where the Application was presented to the Board of Trustees are considered part of the Application and are binding on the Applicant.

b. Applicant shall reimburse the town for any and all fees, including consulting costs, incurred in the review of the Application.

c. Applicant shall comply with all requirements of Chapter 6.11.

d. The retail marijuana store to operate pursuant to this License shall be open for business within one (1) year of the date of this approval and failure to do so shall be grounds for suspension, revocation, and non-renewal of the license.

Section 3. The Town Clerk is authorized to issue a form of License to Applicant.

INTRODUCED, PASSED, APPROVED, AND ADOPTED by a vote of ___ to ___ of the Board of Trustees of the Town of Parachute, Colorado, acting as the Local Licensing Authority, at a regular meeting held at the Town Hall in the Town of Parachute, Colorado on the 18th day of January, 2018 and approved by the Mayor on the 18th day of January, 2018.
BOARD OF TRUSTEES OF THE 
TOWN OF PARACHUTE, COLORADO, 
ACTING AS THE LOCAL LICENSING 
AUTHORITY

By __________________________________
Roy B. McClung
Mayor

ATTEST:

__________________________________
Lucy Cordova
Town Clerk
OWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2018-01

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, DESIGNATING THE PLACES FOR POSTING OF PUBLIC MEETING NOTICES, ORDINANCES, AND OTHER ACTIONS TAKEN BY THE BOARD OF TRUSTEES AND TO DESIGNATE THE OFFICIAL NEWSPAPER OF GENERAL CIRCULATION.

WHEREAS, C.R.S. § 24-6-402(2)(c) requires the Board of Trustees to designate annually the place or places for posting public notices of meetings to comply with the Colorado Open Meetings (Sunshine) Law; and

WHEREAS, C.R.S. § 31-16-105 permits the Town to publish ordinances which have been passed by title only, provided that copies of the enacted ordinances are posted in three (3) public places within the municipality; and

WHEREAS, C.R.S. § 24-70-103(4) addresses requisites of a legal newspaper and states:

…if no newspaper is published within the territorial boundaries of a municipality that satisfies the requirements for a legal publication as specified in section 24-70-102, but a newspaper that provides local news and that would satisfy the requirements to be admitted to the United States mails with periodicals mailing privileges but for the absence of paid circulation is distributed within such territorial boundaries, the municipality may publish any legal notice or advertisement required by law in such newspaper; and

WHEREAS, there is not a newspaper published within the territorial boundaries of the Town of Parachute that satisfies the requirements for a legal publication and the Post Independent satisfies the requirements of C.R.S. § 24-70-103(4); and

WHEREAS, the Town wishes to designate the Post Independent as the newspaper for publication of a legal notice or advertisement required by law.

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

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

Section 2. That the following location is hereby designated as the place for posting of all notice of public meetings as required by C.R.S. § 24-6-402(2)(c):

Parachute Town Hall
222 Grand Valley Way
Section 3. In addition to the above location, the following two locations are designated as places for posting of copies of ordinances which have been enacted by the Board of Trustees pursuant to the provisions for C.R.S. § 31-16-105:

Garfield County Library  
Parachute Branch  
244 Grand Valley Way

U.S. Post Office  
Parachute Branch  
120 North Railroad Ave.

Section 4. Notices and other information required to be published in a newspaper of general circulation within the Town of Parachute shall be made in the Post Independent.

INTRODUCED, PASSED, ADOPTED, AND APPROVED 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 18th day of January, 2018 and approved by the Mayor on the 18th day of January, 2018.

BOARD OF TRUSTEES OF THE  
TOWN OF PARACHUTE, COLORADO

By _____________________________  
Roy B. McLung  
Mayor

ATTEST:  
_________________________  
Lucy Cordova  
Town Clerk
TOWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2018-02

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, AUTHORIZING THE CONDUCT OF A MAIL BALLOT ELECTION FOR THE 2018 REGULAR MUNICIPAL ELECTION AND AUTHORIZING THE TOWN CLERK TO APPOINT ELECTION JUDGES FOR THE TOWN'S 2018 MUNICIPAL ELECTION AND ESTABLISHING A RATE OF PAY.

WHEREAS, Section 5-3 of the Town of Parachute, Colorado Home Rule Charter provides that regular municipal elections be held on the first Tuesday of April of even-numbered years and the Town of Parachute's 2018 Municipal Elections will be held on April 3, 2018 ("Election Day"); and

WHEREAS, the Board of Trustees of the Town of Parachute, Colorado has determined it is in the best interests of the Town to promote voter participation and cost efficiency in the regular municipal election by conducting such election as a mail ballot election,

WHEREAS, the Board of Trustees finds the proposed mail ballot election does not involve partisan candidates, nor is the election to be held in conjunction with, or on the same day as, a primary or congressional vacancy election; and

WHEREAS, the Board of Trustees seeks to appoint the Town Clerk as the Designated Election Official for the regular mail ballot election to be held on April 3, 2018, to ratify actions taken by the Town Clerk to conduct the regular mail ballot election, and to comply with all applicable election procedures, including but not limited to compliance with the Town Charter, the Parachute Municipal Code, and the Colorado Municipal Election Code.

WHEREAS, C.R.S. § 31-10-401 requires the Board of Trustees, or the Town Clerk if so designated by the Board of Trustees, to appoint judges of the election at least fifteen (15) days prior to the Election Day; and

WHEREAS, C.R.S. § 31-10-408 establishes that election judges will be paid not less than five dollars and the amount paid is to be determined by the Board of Trustees.

NOW THEREFORE, BE IT RESOLVED 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 Clerk is hereby authorized and directed, as the Designated Election Official for the regular mail ballot election, to conduct such election under the supervision of the Colorado Secretary of State, and subject to rules promulgated by the Colorado Secretary of State, pursuant to C.R.S. §31-10-101 et seq. (hereinafter "Colorado Municipal Election Code").
Section 3. The Town Clerk, as the Designated Election Official for the regular mail ballot election, is further authorized and directed to take all actions necessary to conduct the regular mail ballot election pursuant to the Colorado Municipal Election Code, the Parachute Municipal Code, and the Town Charter.

Section 4. The Board of Trustees authorizes actions taken by the Town Clerk prior to the date of this resolution to conduct the mail ballot election, including preparing, distributing, and collecting nominating petitions.

Section 5. There shall be one (1) precinct for this mail ballot election. The mail ballot polling location for said precinct shall be the Parachute Town Hall, 222 Grand Valley Way, Parachute, Colorado 81635.

Section 6. Pursuant to C.R.S. § 31-10-401, the Designated Election Official is hereby delegated the authority and responsibility to appoint judges of the election. The Designated Election Official shall appoint three judges of the election at least fifteen (15) days before the election day.

Section 7. The Designated Election Official shall establish the form of the regular mail election ballot.

Section 8. The Town Clerk is hereby authorized to appoint the election judges for the April 3, 2018 Town of Parachute Municipal Election in accordance with the Colorado Revised Statutes and the appointed Judges shall receive $100.00 for their services.

INTRODUCED, PASSED, ADOPTED, AND APPROVED 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 18th day of January, 2018 and approved by the Mayor on the 18th day of January, 2018.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By _____________________________
Roy B. McClung
Mayor

ATTEST:

_________________________
Lucy Cordova
Town Clerk
TOWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2018-03

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, APPROVING AN ANNEXATION PLAN AS REQUIRED UNDER THE MUNICIPAL ANNEXATION ACT OF 1965, AS AMENDED.

WHEREAS, C.R.S. §31-12-105(1)(e) provides that prior to the completion of any annexation within a three-mile area, the municipality shall have in place a plan for that area, which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities and terminals for water, light, sanitation, transportation and power to be provided by the municipality and the proposed land uses for the area;

WHEREAS, the Town currently has in place a Comprehensive Plan and other long-range planning documents which constitute the Town's annexation plan; and

WHEREAS, by this Resolution the Board of Trustees desires to recognize that such documents function as the Town's annexation plan, as required by C.R.S. §31-12-105(1)(e), and that such plan is in place with regard to any annexation petitions that come before the Town in 2018.

NOW THEREFORE, BE IT RESOLVED 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 and are adopted as findings.

Section 2. The Town of Parachute's annexation plan, as required under C.R.S. §31-12-105(1)(e), consists of the following documents, each of which is incorporated herein by this reference as if set forth in full:

A. Town of Parachute Comprehensive Plan dated 2015.

B. Zone District Map of the Town of Parachute.

C. Any and all staff reports and minutes of any Planning & Zoning Commission meetings relating to this development application.

INTRODUCED, PASSED, ADOPTED, AND APPROVED 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 18th day of January, 2018 and approved by the Mayor on the 18th day of January, 2018.
BOARD OF TRUSTEES OF THE
TOWN OF PARACHUTE, COLORADO

By _____________________________
Roy B. McClung
Mayor

ATTEST:

_________________________
Lucy Cordova
Town Clerk
A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, FINDING THE JWT LAND COMPANY, LLC PETITION FOR ANNEXATION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.

WHEREAS, on December 27, 2017, JWT Land Company, LLC filed with the Town Clerk of the Town of Parachute, Colorado, a Petition for Annexation (“Petition”), including annexation map, requesting that the Board of Trustees commence proceedings to annex in to the Town of Parachute certain an unincorporated tract of land located in the County of Garfield, State of Colorado and a portion of Interstate 70, as described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Town staff advised the Board of Trustees that after a review of the Petition, staff determined that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-107; and

WHEREAS, the Petition alleges as follows:

1) It is desirable and necessary that the territory described above be annexed to the Town of Parachute, Colorado.

2) The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:
   a) Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the Town of Parachute, Colorado.
   b) A community of interest exists between the area proposed to be annexed and the Town of Parachute, Colorado.
   c) The area proposed to be annexed is urban or will be urbanized in the near future.
   d) The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Parachute, Colorado.

3) The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:
   a) In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
(1) has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

(2) comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of $200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.

b) No annexation proceedings have been commenced for the annexation to a municipality other than the Town of Parachute, Colorado, of all or part of the territory proposed to be annexed.

c) The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.

d) The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the Town of Parachute more than three (3) miles in any direction from any point on the current municipal boundary of the Town in any one year; and

WHEREAS, the Town has or will have in place a plan meeting the requirements of C.R.S. § 31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the Town has been held in the preceding twelve (12) months; and

WHEREAS, the signer of the Petition is the owner of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the Town of Parachute, Colorado, of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the name and mailing address of the signer of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the Town Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:
a) A written legal description of the boundaries of the area proposed to be annexed to the Town of Parachute, Colorado;

b) The boundary of the area proposed to be annexed to the Town of Parachute, Colorado;

c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parachute, Colorado; and

WHEREAS, none of the area proposed to be annexed to the Town of Parachute, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.

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

Section 1. The Town incorporates the foregoing recitals as findings by the Board of Trustees.

Section 2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.

Section 3. The Board of Trustees of the Town of Parachute, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104 and § 31-12-105, as amended, and is considered eligible for annexation. The hearing shall be held on March 15, 2018, commencing at the hour of 6:30 p.m. Parachute Town Hall, 222 Grand Valley Way, Parachute, Colorado.
Section 4. Any person may appear at such hearing and present evidence upon any matter to be determined by the Board of Trustees of the Town of Parachute, Colorado.

Section 5. The Town Clerk of the Town of Parachute, Colorado shall give notice of the hearing to be held upon the Petition by causing notice thereof, in accordance with C.R.S. § 31-12-108(2), as amended, to be published once a week for four (4) successive weeks in the Post Independent a newspaper of general circulation in the area proposed to be annexed, the first publication to occur at least thirty (30) days prior to the aforesaid hearing. In addition, a copy of the published notice, together with a copy of this resolution and petition as filed, shall be sent by registered mail by the Town Clerk to the Board of County Commissioners and to the County Attorney and to any special district or school district having territory within the area to be annexed at least twenty-five (25) days prior to the hearing date.

INTRODUCED, PASSED, ADOPTED, AND APPROVED 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 18th day of January, 2018 and approved by the Mayor on the 18th day of January, 2018.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By _____________________________
Roy B. McClung
Mayor

ATTEST:

_________________________
Lucy Cordova
Town Clerk
December 21, 2017

1.c. Legal Description

Subject Parcel:

Garfield County Assessor’s Parcel Number 2407-072-00-026

Property Address: 268 Callahan Court Parachute, CO 81635

Ownership: JWT Land Company, LLC

Legal Description- JWT Land Company, LLC parcel

A parcel of land situated in the SE1/4 SW1/4 of Section 6, Lots 2, 3 and 4 of Section 7, all in Township 7 South, Range 95 West of the 6th Principal Meridian, Garfield County, Colorado, being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of I-70, Station 1372+88.1 E.B. and right 345.8, said point being the northerly corner of Parcel #2 described herein, whence the southwest corner of said Section 6 bears S 85°51’23” W 1444.18 feet; Thence parallel to and 50 feet westerly of the existing centerline of the Exxon Railroad Spur as constructed in place, 713.87 feet along the arc of a curve to the right having a radius of 521.00 feet, the chord of which bears S 07°28’31” E 659.32 feet distant; Thence continuing parallel to said railroad spur, 131.14 feet along the arc of a compound curve to the right having a radius of 740.00 feet, the chord of which bear S 36°51’17” W 130.97 feet distant; Thence S 48°04’06” E 14.99 feet on a line perpendicular to the northern right-of-way of the Denver & Rio Grande Western Railroad, to a point on said northerly R.O.W; Thence S 41°55’54” W 1146.77 feet along said northerly R.O.W. to the intersection point on the southerly R.O.W. line of said I-70; Thence along the southerly R.O.W. of said I-70 to the following four courses and distances, N 10°17’19” E 703.27 feet; Thence N 31°14’14” E 788.31 feet; Thence N 42°02’39” E 162.13 feet; Thence N 37°48’25” E 171.21 feet to the point of beginning containing 12.79 acres more or less.
Perimeter Description including the JWT Land Company, LLC parcel 12.79+/- acres and the Colorado Department of Transportation Right-of-Way 35.65+/- acres.

Beginning at the Southwest corner of Interstate 70 right of way Stationing 1372+013.1 and left 130.0’, Thence northeasterly along the west edge of said right of way to a Stationing of 1398+20.9 and left 78.5 of said right of way, thence southerly to a point common with Garfield County tax Parcel 2407-063-00-103, Thence south-westerly along north boundary of said tax parcel to a point common with tax parcel 2407-072-00-026, thence at the northwest corner of Garfield County tax parcel 2407-072-00-026, thence southerly along said parcel and Interstate 70 right of way, thence northerly along the east edge of Garfield County tax parcel 2407-072-00-026 to a point common with Garfield County tax parcel 2407-063-00-157, thence north and westerly along said parcel to the point of BEGINNING.

Perimeter= 10,385 feet
Contiguity= 3307 feet or 37%

Please contact me with any questions.

Sincerely,

Philip B. Vaughan
President
Phil Vaughan Construction Management, Inc.
970-625-5350
TOWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2018-05

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO, FINDING THE KOPJE RANCH REVOCABLE TRUST PETITION FOR ANNEXATION TO BE IN SUBSTANTIAL COMPLIANCE WITH STATE STATUTES AND SETTING A PUBLIC HEARING ON SAID PETITION.

WHEREAS, on December 27, 2017, the Kopje Ranch Revocable Trust (“Petitioner”) filed with the Town Clerk of the Town of Parachute, Colorado, a Petition for Annexation (“Petition”), including annexation map, requesting that the Board of Trustees commence proceedings to annex to the Town of Parachute certain unincorporated tract of land located in the County of Garfield, State of Colorado and a portion of Interstate 70, as described on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, Town staff advised the Board of Trustees that after a review of the Petition, staff determined that the Petition and map are in substantial compliance with the state statutes, as required by C.R.S. § 31-12-107; and

WHEREAS, the Petition alleges as follows:

1) It is desirable and necessary that the territory described above be annexed to the Town of Parachute, Colorado.

2) The requirements of C.R.S. § 31-12-104, as amended, exist or have been met, including without limitation the following:

   a) Not less than 1/6th of the perimeter of the area proposed to be annexed is contiguous with the Town of Parachute, Colorado.

   b) A community of interest exists between the area proposed to be annexed and the Town of Parachute, Colorado.

   c) The area proposed to be annexed is urban or will be urbanized in the near future.

   d) The area proposed to be annexed is integrated with or is capable of being integrated with the Town of Parachute, Colorado.

3) The requirements of C.R.S. § 31-12-105, as amended, exist or have been met, including without limitation the following:

   a) In establishing the boundaries of the area proposed to be annexed, no land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
(1) has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof.

(2) comprising twenty (20) acres or more (which together with buildings and improvements situated thereon having a valuation for assessment in excess of $200,000.00 for ad valorem tax purposes for the year preceding the proposed annexation), has been included without the written consent of the landowners.

b) No annexation proceedings have been commenced for the annexation to a municipality other than the Town of Parachute, Colorado, of all or part of the territory proposed to be annexed.

c) The annexation proposed in the Petition will not result in the detachment of area from any school district and the attachment of the same area to another school district.

d) The annexation proposed in the Petition will not have the effect of extending the municipal boundary of the Town of Parachute more than three (3) miles in any direction from any point on the current municipal boundary of the Town in any one year; and

WHEREAS, the Town has or will have in place a plan meeting the requirements of C.R.S. § 31-12-105(e) prior to the effective date of the proposed annexation; and

WHEREAS, no election for annexation of the area proposed to be annexed to the Town has been held in the preceding twelve (12) months; and

WHEREAS, the signer of the Petition is the owner of one hundred percent (100%) of the territory proposed to be annexed, exclusive of public streets and alleys; and

WHEREAS, the annexation to the Town of Parachute, Colorado, of the area proposed to be annexed will not result in a change of county boundaries; and

WHEREAS, the name and mailing address of the signer of the Petition and date of signing are included in the Petition, and the legal descriptions of the land owned by Petitioner is attached to the Petition. No signature on the Petition is dated more than 180 days prior to the date of filing of the Petition for annexation with the Town Clerk; and

WHEREAS, the Petition is accompanied by four (4) or more copies of an Annexation Map containing, among other things, the following information:
a) A written legal description of the boundaries of the area proposed to be annexed to the Town of Parachute, Colorado;

b) The boundary of the area proposed to be annexed to the Town of Parachute, Colorado;

c) Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks; and

d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Parachute, Colorado; and

WHEREAS, none of the area proposed to be annexed to the Town of Parachute, Colorado, is presently a part of any incorporated city, city and county, or town, and is not contiguous to any other incorporated city, city and county, or town; and

WHEREAS, it appears that the Petition filed as aforesaid is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.

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

Section 1. The Town incorporates the foregoing recitals as findings by the Board of Trustees.

Section 2. The Petition is in substantial compliance with the requirements of the Municipal Annexation Act of 1965, C.R.S. §31-12-107(1), as amended.

Section 3. The Board of Trustees of the Town of Parachute, Colorado, will hold a hearing upon the Petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of C.R.S. § 31-12-104 and § 31-12-105, as amended, and is considered eligible for annexation. The hearing shall be held on March 15, 2018, commencing at the hour of 6:30 p.m. Parachute Town Hall, 222 Grand Valley Way, Parachute, Colorado.
Section 4. Any person may appear at such hearing and present evidence upon any matter to be determined by the Board of Trustees of the Town of Parachute, Colorado.

Section 5. The Town Clerk of the Town of Parachute, Colorado shall give notice of the hearing to be held upon the Petition by causing notice thereof, in accordance with C.R.S. § 31-12-108(2), as amended, to be published once a week for four (4) successive weeks in the Post Independent a newspaper of general circulation in the area proposed to be annexed, the first publication to occur at least thirty (30) days prior to the aforesaid hearing. In addition, a copy of the published notice, together with a copy of this resolution and petition as filed, shall be sent by registered mail by the Town Clerk to the Board of County Commissioners and to the County Attorney and to any special district or school district having territory within the area to be annexed at least twenty-five (25) days prior to the hearing date.

INTRODUCED, PASSED, ADOPTED, AND APPROVED 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 18th day of January, 2018 and approved by the Mayor on the 18th day of January, 2018.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By _____________________________
Roy B. McClung
Mayor

ATTEST:

_________________________
Lucy Cordova
Town Clerk
December 21, 2017

1.c. Legal Description

Subject Parcel:

Garfield County Assessor’s Parcel Number 2407-063-00-103

Property Address: 8895-8901 Highway 6&24 Parachute, CO 81635

Ownership: Kopje Ranch Revocable Trust

Legal Description- Kopje Ranch Revocable Trust parcel

A parcel of land situated in the SE1/4 SW1/4, NW1/4 SE1/4 and Lot 9 all in Section 6, Township 7 South, Range 95 West of the 6th Principal Meridian, Garfield County, Colorado, being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of I-70, said point being the southwesterly corner of Parcel #1 described herein, whence the southwest corner of said Section 6 of said Township and Range bears S 79°46’08” W 1587.83 feet; Thence N 44°49’51” E 1339.12 feet along said southerly R.O.W of I-70 to a point on the South line of NE1/4 SW1/4 of said Section 6; thence S 87°41’08” E 106.31 feet along said South line to the Southeast corner of said NE1/4 SW1/4; thence N 01°08’44” E 78.97 feet along the East line of said NE1/4 SW1/4 to a point on said southerly R.O.W of I-70; thence N 60°00’47” E 747.61 feet along said southerly R.O.W. to the intersection point northerly R.O.W. of old Hwy.6.; thence S 41°55’54” E 1818.63 feet along the northerly R.O.W. to a point on the easterly line of I-70 West Access road; thence S 77°59’48” W 301.67 feet along the West Access; thence N 84°39’12” W 189.90 feet along said West Access to the point of beginning containing 10.46 acres more or less.
Perimeter Description of the Kopje Ranch Revocable Trust parcel 10.46 acres +/-

Beginning at the Southwesterly corner of Garfield County tax parcel 2407-063-00-103 and common with Interstate I-70 Right of way, Thence Northerly along said parcel to a point common with said parcel, Interstate I-70 right of way and State highway 6 and 24 right of way. Thence Southerly along said parcel and State highway 6 and 24 right of way to the point of beginning.

Perimeter= 4582 feet  
Contiguity= 2272 feet or 50%.

Note: The Kopje Ranch Revocable Trust annexation requires Town of Parachute approval of the JWT Land Company, LLC annexation to achieve contiguity.

Please contact me with any questions.

Sincerely,

Philip B. Vaughan  
President  
Phil Vaughan Construction Management, Inc.  
970-625-5350
TOWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2018-07

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO APPOINTING SAMUEL STEWART AS POLICE CHIEF AND APPROVING AN EMPLOYMENT AGREEMENT WITH SAMUEL STEWART TO ACT AS POLICE CHIEF

WHEREAS, pursuant to Section 3-3 of the Town Charter, the Board of Trustees shall appoint a Police Chief; and

WHEREAS, following a comprehensive search and review, the Board of Trustees wishes to appoint Samuel Stewart as the Police Chief for the Town of Parachute and desires to approve an Employment Agreement with Mr. Stewart to act in such capacity.

NOW THEREFORE, BE IT RESOLVED 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 Board of Trustees hereby appoints Samuel Stewart as the Police Chief for the Town of Parachute.

Section 3. The Board of Trustees hereby approves the Employment Agreement with Samuel Stewart to act as Police Chief, enclosed as Exhibit A and incorporated herein, and authorizes the Mayor to sign.

INTRODUCED, PASSED, ADOPTED, AND APPROVED 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 18th day of January, 2018 and approved by the Mayor on the 18th day of January, 2018.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By _____________________________
Roy B. McClung, Mayor

ATTEST:

_________________________
Lucy Cordova, Town Clerk
TOWN OF PARACHUTE
RESOLUTION NO. 2018-08

A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, SUPPORTING THE RURAL BUSINESS DEVELOPMENT GRANT APPLICATION FOR A GRANT FROM THE UNITED STATES DEPARTMENT OF AGRICULTURE (USDA) TO INITIALLY FUND A REVOLVING LOAN PROGRAM FOR TOWN SMALL BUSINESSES

WHEREAS, the Town of Parachute supports the Rural Business Development Grant application for a grant from the United States Department of Agriculture (USDA) to initially fund a revolving loan program for town small businesses. And if the grant is awarded, the Town of Parachute Board of Trustees supports the initiating the program.

WHEREAS, the Town of Parachute has requested up to $100,000 from United States Department of Agriculture (USDA) Rural Business Development grant program for a grant of up to $100,000 to initially fund a revolving loan program for town small businesses.

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

Section 1: The Board of Trustees of the Town of Parachute strongly supports the application and will appropriate matching funds for a grant from the United States Department of Agriculture (USDA).

Section 2: If the grant is awarded, the Board of Trustees of the Town of Parachute strongly supports the completion of the project.

Section 3: The Board of Trustees of the Town of Parachute authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded and appropriates same.

Section 4: If the grant is awarded, the Board of Trustees hereby authorizes the Town Manager or Mayor to sign the grant agreement with United States Department of Agriculture (USDA)

Section 5: This resolution to be in full force and effect from and after its passage and approval.

INTRODUCED, READ, PASSED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Parachute, Colorado, held on January 18, 2018.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By: ______________________________
Roy B. McClung, Mayor

ATTEST:

____________________________________
Lucy Cordova, Town Clerk

2018-01-12
RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO HEALTH FOUNDATION FOR THE COTTONWOOD PARK SPLASH PAD PROJECT

WHEREAS, the Town of Parachute is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Colorado Health Foundation (CHF); and

WHEREAS, the Town of Parachute has submitted a grant application for the Cottonwood Park Splash Pad Project requesting a total award of up to $90,000; and

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

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

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

Section 2. The Board of Trustees strongly supports the grant application submitted by the Town of Parachute and will appropriate matching funds for a grant with the Colorado Health Foundation.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED as provided by law, by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 18th day of January 2018, and approved by the Mayor or the 18th day of January 2018.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By: ______________________________
    Roy B. McClung
    Mayor

ATTEST:

____________________________________
Lucy Cordova
Town Clerk
RESOLUTION SUPPORTING THE GRANT APPLICATION FOR A GRANT FROM THE COLORADO HEALTH FOUNDATION FOR THE MOVIES IN THE PARK PROJECT

WHEREAS, the Town of Parachute is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Colorado Health Foundation (CHF); and

WHEREAS, the Town of Parachute has submitted a grant application for the Movies in the Park Project requesting a total award of up to $20,000; and

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

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

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

Section 2. The Board of Trustees strongly supports the grant application submitted by the Town of Parachute and will appropriate matching funds for a grant with the Colorado Health Foundation.

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

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

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

INTRODUCED, READ, PASSED, AND ADOPTED as provided by law, by a vote of _____ to _____ of the Board of Trustees of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 18th day of January 2018, and approved by the Mayor or the 18th day of January 2018.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By: ________________________________

Roy B. McClung
Mayor

ATTEST:

____________________________________

Lucy Cordova
Town Clerk
THIS AGREEMENT ("Agreement") is made and entered into this ___ day of January, 2018 by and between the TOWN OF PARACHUTE, COLORADO, a home rule municipality (the “Town”), and Garfield County Animal Foundation, Inc. d/b/a Rifle Animal Shelter (“Contractor,” “Rifle Animal Shelter,” or “RAS”).

WHEREAS, the Town desires that Contractor perform shelter and impound services for domestic animals as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the job description attached as Exhibit A; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

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

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Town agrees to retain Contractor to provide the services set forth herein, and as further specified in Exhibit A, attached hereto and incorporated herein by reference ("Services"), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Services identified in Exhibit A upon written notice to Contractor. In the event of any conflict between this Agreement and Exhibit A, the provisions of this Agreement shall prevail.

2. Compensation. The Town shall pay Contractor a $50 impound fee and $10 per day for reclaimed animals $150 per animal for unclaimed animals. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term. The Term of this Agreement shall be from the date first written above until December 31, 2018, unless extended by written agreement of the parties.

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

5. Ownership of Instruments of Service. The Town acknowledges the Contractor’s work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The Town reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being
satisfactorily met in accordance with the Town’s and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the Town relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the Town. Contractor is not entitled to workers’ compensation benefits from the Town and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

8. Insurance Requirements.

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars ($1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by Contractor which are used in connection with the Project, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars ($1,000,000). The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder’s financial rating of not less than A+3A as set forth in the most current edition of “Best’s Insurance Reports” and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal Contractor changes to “occurrence,” Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.
(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

d. Workers’ Compensation and Other Insurance. During the term of this Agreement, Contractor shall procure and keep in force workers’ compensation insurance and all other insurance required by any applicable law. If under Colorado law Contractor is not required to carry workers’ compensation insurance, Contractor shall provide the Town an executed Certificate of Exemption From Statutory Workers’ Compensation Law and Acknowledgment of Risk/Hold Harmless Agreement, which shall be attached hereto as Exhibit B and incorporated herein by reference.

e. Evidence of Coverage. Before commencing work under this Agreement, Contractor shall furnish to the Town certificates of insurance policies evidencing insurance coverage required by this Agreement. Contractor understands and agrees that the Town shall not be obligated under this Agreement until Contractor furnishes such certificates of insurance.

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town’s opinion, such variations do not substantially affect the Town’s interests.

9. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the Town, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney’s fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

10. Termination.

a. Generally.

(i) The Town may terminate this Agreement without cause if it determines that such termination is in the Town’s best interest. The Town shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least thirty (30) calendar days prior to the effective date of termination. In the event of such termination
by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the Town.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the Town, specifying the effective date of termination, at least sixty (60) calendar days prior to the effective date of termination.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the Town shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. In the event of such termination by the Town, the Town shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination. Notwithstanding the above, Contractor shall not be relieved of liability to the Town for any damages sustained by the Town by virtue of any breach of this Agreement, and the Town may withhold payment to Contractor for the purposes of setoff until such time as the exact amount of damages due to the Town from Contractor is determined.

12. Work By Illegal Aliens Prohibited. This paragraph shall apply to all Contractors whose performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

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

b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

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

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

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

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

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

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

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

13. Compliance with C.R.S. § 24-76.5-103.

a. If Contractor is a natural person (i.e., not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

   (i) complete the affidavit attached to this Agreement as Exhibit C.

   (ii) attach a photocopy of the front and back of one of the valid forms of identification noted on Exhibit C.

b. If Contractor executes the affidavit stating that he/she is an alien lawfully present in the United States, the Town shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the “SAVE Program,” operated by the U.S. Department of Homeland Security or a successor
program designated by said department. In the event the Town determines through such verification process that Contractor is not an alien lawfully present in the United States, the Town shall terminate this Agreement and shall have no further obligation to Contractor hereunder.

14. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the Town, it shall be subject to annual appropriation pursuant to the Town of Parachute Municipal Code and Article X, Section 20 of the Colorado Constitution. The Town shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

15. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the Town from any claims or actions brought against Contractor by reason thereof.

16. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

17. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

18. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.

19. Assignability. Contractor shall not assign this Agreement without the Town’s prior written consent.

20. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

21. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

22. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.
24. **Notices.** Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

**If to the Town:**
Town Manager  
222 Grand Valley Way  
Parachute, CO 81635

**If to Contractor:**
Rifle Animal Shelter  
Heather Mullen  
Executive Director  
Rifle Animal Shelter  
PO Box 1375 (mail)  
0569 County Road 265  
Rifle, Colorado 81650

25. **Authority.** Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

26. **Attorneys’ Fees.** Should this Agreement become the subject of litigation between the Town and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys’ fees and expert witness fees. All rights concerning remedies and/or attorneys’ fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**TOWN OF PARACHUTE, COLORADO**

By: ________________________________

Title: ________________________________

**ATTEST:**

______________________________

Town Clerk

**RIFLE ANIMAL SHELTER:**

By: ________________________________

Title: ________________________________
EXHIBIT A
SCOPE OF SERVICES

RAS shall provide to shelter services (food, water, shelter and outdoor exercise) for domestic animals as follows: impound for up to 5 days; bite quarantine up to 14 days; and protective custody as necessary. If identification of the owner is possible, RAS shall attempt to contact the owner by telephone within 24 hours. RAS shall also list the animal on adoption websites, public television, newspaper ads, etc., as required by ordinance.

Town will have 24 hour access to the shelter facility. Town’s police department (PD) will process all tickets and collect any payments for municipal ticket fees, impound fees, boarding fees, and emergency veterinary care. RAS will not release any impound dogs until proof of payment and authorization to release is received from the Town or PD. Animals may be picked up at the shelter during shelter hours (currently 8am to 4pm on Mondays through Saturdays and 8am to 2 pm on Sundays, except major holidays).

RAS will obtain necessary emergency veterinary care for Town’s animals on the Town’s behalf until each animal’s ownership is transferred to RAS. RAS will provide the Town with updated information on costs to be included in any impound fees paid by the owner when claiming the animal.

Impound animals become the property of RAS after the 5-days impound. RAS has full discretion to determine the fate of the animal. All animals transferred to RAS from Town will be temperament tested before adoption. Animals available for adoption will have all shots and be spayed or neutered.

RAS is licensed by PACFA and complies with all relevant state statutes.
EXHIBIT B

CERTIFICATE OF EXEMPTION FROM STATUTORY WORKERS’ COMPENSATION LAW AND ACKNOWLEDGEMENT OF RISK/HOLD HARMLESS AGREEMENT

(“Contractor”) certifies to the Town of Parachute (“Town”) that it is exempt from the provisions of the Colorado Workers’ Compensation Act.

If Contractor has any employees who will perform the Services or subsequently employs any person to perform the Services as set forth in this Agreement (other than subcontractors, who are not considered employees for the purposes of workers’ compensation), it agrees to provide the Town with a Certificate of Insurance as required by the Agreement indicating proof of statutory workers’ compensation coverage on such persons prior to their start of work for the Town.

Contractor acknowledges that it will be engaging in activities which expose it to the risk of bodily injury, that it is physically capable of performing the activities, and that all necessary precautions to prevent injury to Contractor and others will be taken. Contractor shall not hold the Town liable for any injuries sustained, by it or others, which may arise out of or in the course of the work performed for or on behalf of the Town, and Contractor agrees to defend, indemnify, and hold harmless the Town from all such claims.

CONTRACTOR:

By: ____________________________

Title: ____________________________
EXHIBIT C

AFFIDAVIT PURSUANT TO C.R.S. 24-76.5-103

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

___ I am a United States citizen, or
___ I am a Permanent Resident of the United States, or
___ I am lawfully present in the United States pursuant to Federal law.

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       Date

INTERNAL USE ONLY

Valid forms of identification

---current Colorado driver’s license, minor driver’s license, probationary driver’s license, commercial driver’s license, restricted driver’s license, instruction permit
---current Colorado identification card
---U.S. military card or dependent identification card
---U.S. coast guard merchant mariner card
---Native American tribal document

The following forms of identification may be accepted through February 28, 2007*

---original birth certificate from any state of the United States
---certificate verifying naturalized status by U.S. with photo and raised seal
---certificate verifying U.S. citizenship by U.S. government, e.g., U.S. passport
---order of adoption by a U.S. court with seal of certification
---valid driver’s license from any state of the U.S. or the Dist. of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI
---valid immigration documents demonstrating lawful presence, e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card

*A waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado I.D. or driver’s license. Contact your department director.
TOWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2018-11

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH THE RIFLE ANIMAL SHELTER FOR SHELTER AND IMPOUND SERVICES

WHEREAS, the Town of Parachute is need of shelter and impound services for domestic animals related to violations of the Town Code and otherwise as needed (the “Services”); and

WHEREAS, Garfield County Animal Welfare Foundation, Inc. dba Rifle Animal Shelter (“Rifle Animal Shelter”) wishes to provide such Services pursuant to the terms of the Agreement for Professional Services enclosed as Exhibit A, and the Town wishes to approve such Agreement and for the Rifle Animal Shelter to provide the Services.

NOW THEREFORE, BE IT RESOLVED 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 Board of Trustees hereby approves the Agreement for Professional Services with the Rifle Animal Shelter, enclosed as Exhibit A and incorporated herein, and authorizes the Town Manager to sign.

INTRODUCED, PASSED, ADOPTED, AND APPROVED 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 18th day of January, 2018 and approved by the Mayor on the 18th day of January, 2018.

BOARD OF TRUSTEES OF THE TOWN OF PARACHUTE, COLORADO

By _____________________________
Roy B. McClung, Mayor

ATTEST:

_________________________
Lucy Cordova, Town Clerk
STAFF REPORT

DATE: January 18, 2018

TO: Town of Parachute Board of Trustees

FROM: Mark King, Public Works Director

SUBJECT: RIVER ACCESS RAMP CONTRACT CHANGE ORDER – JOHNSON CONSTRUCTION

Background

On November 16th, 2017, the Board of Trustees awarded a construction bid and approved a contract with Johnson Construction Inc. of Rifle, CO, for the amount of $61,500. This approval was based on the recommendation of the Ryan Gordon, Town Engineer and Mark King, Public Works Director. At the time the Board also approved a contingency budget of 50% of the project, $30,000. The contingency was so high due to the uncertainty of the project and the conditions of the construction site.

The awarded project only encompassed the actual construction of the river access ramp. It is the Town’s intention to contract for the rest of the project in early spring 2018.

All of the components of the project include:

A. New Construction:
   - Excavation of berm adjacent to the river to allow for the space for the ramp
   - Subgrade Conditioning / Compaction
   - Construction of ramp: concrete
   - Installation of rip rap for erosion control
   - Construction of new gravel access road
   - Construction of:
     - Sidewalk and curb/gutter
     - Covered shelter
     - New concrete path

B. Other components:
   - Surveying
   - Materials Testing
   - Mobilization
   - Contractor As-Built Drawings
   - Sanitary Facilities
   - Design Engineering
   - Construction Oversight
The full project is anticipated to cost $364,200. The Town received approval from Garfield County for grants equaling $250,000 for the project from its Conservation Trust Funds.

**Staff Analysis**

Due to significant changes to the scope of the project, Town staff has determined that a change order is required at the beginning of the project. The scope change includes:

- Extension of the ramp into the river for boat access.
- Addition of a five (5) foot sidewalk adjacent to the boat ramp for pedestrian access to the river for the ToP Adventures operations. ($14,000)
- The inclusion of a coffer dam and pumping for the work to be completed within the Colorado River. ($28,000)
- Extra gravel needed for the sidewalk and ramp. ($1,050)

The cost breakdown, including the change order is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Original Contract/Bid</td>
<td>$61,500</td>
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<tr>
<td>Contingency</td>
<td>30,000</td>
</tr>
<tr>
<td>Change Order</td>
<td>13,050</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$104,550</strong></td>
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</tbody>
</table>

**Attorney Review**

N/A

**Recommendations**

Staff recommends that the Board of Trustees approve the change order to the River Access Ramp Project of $13,050.

If you have any additional questions or concerns, please contact me at 970-285-7630.
# Proposal from Johnson Construction

**Johnson Construction**

4151 W. Centennial Parkway / P.O. Box 1640  
Rifle, CO 81650  
Contact: Mike Johnson / Rob Bercher  
Phone: 970-625-2251  
Fax: 970-625-0280

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>700-00001</td>
<td>COFFER DAM &amp; PUMPING</td>
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</tbody>
</table>

**GRAND TOTAL**  
$43,050.00
October 31, 2017

Mr. Stuart McArthur
Town Manager
Town of Parachute
222 Grand Valley Way
Parachute CO 81635

RE: Bid Award Recommendation: Town of Parachute Boat Ramp Project

Dear Stuart,

The Town received two bids on October 24, 2107 for the Town of Parachute Boat Ramp Project. After thorough review of the bids, SGM recommends award to the low bidder, Johnson Construction Inc of Rifle, Colorado at the offered $61,500. Our recommendation is supported by the following:

1. Johnson Construction Inc had the lowest base bid total.
2. The bid is complete, responsive and responsible.
3. The Contractor is confident in his bid price.
4. Johnson Construction Inc has a good reputation.

It is good practice to set aside a contingency fund along with the award of any construction contract; we believe the contingency should be $30,000 to account for unexpected conditions at the rivers edge and minor contract revisions; approximately 50% of the bid price.

Attached is the bid opening tabulation that shows the bidders and their respective bids. If you have any questions or we can be of any further service, please contact me directly.

Respectfully,

SGM Inc.

Ryan Gordon, P.E.
Project Engineer