



**AGENDA**  
**TOWN OF PARACHUTE**  
**TOWN COUNCIL REGULAR MEETING**  
**222 GRAND VALLEY WAY PARACHUTE, CO 81635**  
**FEBRUARY 20, 2025 6:30 PM**

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.

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**(A) CALL TO ORDER**

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**(B) PLEDGE OF ALLEGIANCE**

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**(C) APPROVE AGENDA**

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**(D) CONSENT AGENDA**

Items of a routine nature are placed on the consent agenda to allow the town council to spend its time and energy on more important items on a lengthy agenda. Any council member or any member of the public may request that an item be “removed” from the consent agenda and considered on the regular agenda.

- D.1** Minutes From the January 16, 2025, Regular Town Council Meeting  
[2025.01.15 TC Minutes.pdf](#)
- D.2** Expenditures Paid January 8, through February 11, 2025.  
[Expenditures Jan - Feb 2025 - 02.20.2025.pdf](#)
- D.3** 2024 4th Quarter Unaudited Financials  
[2024 4th Quarter Financials](#)
- D.4** Ratification of Letter of Support to Joint Budget Committee in Opposition to Consideration of Rifle Correction Center Closure  
[Rifle Corrections Center Letter of Support to JBC 01 22 2025](#)
- D.5** Resolution No. 2025-06, A Resolution of the Town Council of the Town of Parachute, Colorado Approving a Transfer of Ownership of a Hotel & Restaurant Liquor License for 28 Cardinal Way, in Parachute  
[2025-06 - Resolution - Transfer of Ownership - Tainted Rose Pub and Grub.pdf](#)  
[Application - Tainted Rose Pub & Grub\\_Redacted.pdf](#)
- D.6** Resolution No. 2025-07 A Resolution Supporting The Application for a Traditional Grant from the Garfield County Federal Mineral Lease District for the Repair and Reconstruction of Hill Street and Cardinal Way  
[2025-07 - Resolution - Grant Support FMLD - Traditional.pdf](#)
- D.7** Resolution No. 2025-08 A Resolution Supporting the Application for a Mini Grant from the Garfield County Federal Mineral Lease District For the Acquisition of a Public Works Cold Asphalt Planer  
[2025-08 - Resolution - Grant Support FMLD - Mini.pdf](#)
- D.8** Approval of Letter of Support for the Colorado River Valley Economic Development Partnership Enterprise Zone Contribution Project  
[Letter of Support - CRVEDP.pdf](#)
- D.9** Upcoming Meetings and Draft Agendas  
[Draft Town Council Agendas and Upcoming Meetings.docx](#)
- D.10** Regulated Business License Renewals  
**Applicant:** El Tapatio LLC  
**Address:** 393 E 2nd St. #4  
**License Type:** Hotel & Restaurant Liquor  
**License Status:** Active / Satisfactory

**Applicant:** Loves Travel Stop #826  
**Address:** 100 E Cardinal Way

2025-02-20

**License Type:** Fermented Malt Beverage on/off

**License Status:** Active / Satisfactory

[El Tapatio\\_Redacted.pdf](#)

[Love's Travel Stop\\_Redacted.pdf](#)

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**(E) PUBLIC COMMENTS ON THE ISSUES NOT ON THE AGENDA**

The Town Council welcomes you and thanks you for your time and concerns. If you wish to address the Town Council, 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 Council. Your comments will be limited to three (3) minutes. The Council 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.**

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**(F) PRESENTATIONS**

- F.1** Town Council Interview with Regina Turner for Consideration of Vacant Council Seat  
[Cover Memo: TC Vacancy Interview.pdf](#)  
[Attachment 1: Regina Turner - Letter of Interest.pdf](#)
  - F.2** Draft Cottonwood Park Master Plan, Ashley Hejtmanek, Design Workshop  
[Cottonwood Presentation-DRAFT-Concepts](#)
  - F.3** Parachute PD 2024 Annual Report  
[Cover Memo - PPD Year in Review 2024](#)  
[Attachment 1 - 2024 Year In Review Report](#)
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**(G) RESOLUTIONS**

- G.1** Town Council Consideration of Resolution No. 2025-09  
A Resolution of the Town of Parachute, Colorado, Appointing a Person to Fill the Vacancy on the Town Council Left by Council Member Rory Birdsey for the Remainder of his Term, Ending April 7, 2026  
[Cover Memo - Resolution No. 2025-09 - Appointment to Fill Vacancy .pdf](#)  
[Attachment 1: Resolution No. 2025-09 - Appointment to Fill Vacancy.pdf](#)
  - G.2** Swearing in of Newly Appointed Town Council Member by Town Clerk  
[Oath of Office.pdf](#)
  - G.3** Town Council Consideration of Resolution No. 2025-10  
A Resolution of The Town of Parachute, Colorado, Approving and Adopting a Sidewalk Maintenance Plan and Policy for the Sidewalks and Walkways Within Town and Public Rights of Way  
[Cover memo - Resolution 2025-10 Sidewalk Maint Plan and Policy.pdf](#)  
[Attachment 1 - Resolution No 2025-10 - Approving Sidewalk Maintenance Plan & Policy](#)  
[Attachment 2 - Resolution No 2025-10 - Exhibit A - TOP Sidewalk Maintenance Plan and Policy](#)
  - G.4** Town Council Consideration of Resolution No. 2025-11  
A Resolution of The Town of Parachute, Colorado, Approving and Adopting an Amended Purchasing Policy.  
[Cover Memo: Resolution No. 2025-11 Adopting & Approving Amended Purchase Policy.pdf](#)  
[Attachment 1: Resolution No. 2025-11- Purchase Policy Amendment.pdf](#)  
[Attachment 2: Resolution No. 2025-11 Exhibit A - Purchasing Policy Redlines](#)  
[Attachment 3: Resolution No. 2025-11 - Exhibit B - Purchasing Policy Amended.pdf](#)
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**(H) CONTRACTS**

- H.1** Town Council Consideration of Resolution No. 2025-12  
A Resolution of The Town of Parachute, Colorado, Approving the Renewal of a Municipal Solid Waste Single-Hauler Agreement for Residential Refuse and Recycling Collection Services With

2025-02-20

Bruin Waste Management LLC  
Cover memo - Resolution 2025-12 - Bruin Waste Solid Waste Hauler Agreement  
Attachment 1 - Resolution No. 2025-12 Approving Municipal Solid Waste Single Hauler Agreement  
with Bruin Waste  
Attachment 2 - Resolution No. 2025-12 - Exhibit A - Solid Waste Hauler Agreement - Bruin Waste

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**(I) ADMINISTRATIVE REPORTS**

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**(J) MAYOR AND TOWN COUNCIL REPORTS**

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**(K) ADJOURN**

Topic: Town Council

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83441195679?pwd=UXNwMVZiMisvemlOYkg1ZGRpOURqQ...>

Passcode: **Council**

Or One tap mobile :

US: +17193594580,,83441195679#,,,,\*2182527# or +12532158782,,83441195679#,,,,\*2182527#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 669 444 9171 or +1 669 900  
6833 or +1 253 205 0468 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 931  
3860 or +1 689 278 1000 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205  
3325 or +1 312 626 6799 or +1 360 209 5623

Webinar ID: **834 4119 5679**

Passcode: **2182527**

International numbers available: <https://us02web.zoom.us/j/83441195679>

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**MINUTES**  
**TOWN OF PARACHUTE**  
**TOWN COUNCIL REGULAR MEETING**  
**222 GRAND VALLEY WAY PARACHUTE, CO 81635**  
**JANUARY 16, 2025, 6:30 PM**

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**(A) CALL TO ORDER & ROLL CALL** Meeting Called to Order at 6:31 pm by Mayor Rugaard

**MAYOR:** Tom Rugaard  
**PRESENT:** Artemio Baltazar  
Alisa Mueller  
Juanita Williams  
Chris Jackson  
**ABSENT:** Claudia Flores- Cruz  
**STAFF PRESENT:** Travis Elliott, Town Manager  
Lucy Spalenka, Town Clerk  
Vinnie Tomasulo, Eco. Dev. Director  
Teresa Beecraft, Finance Director  
Harley Walker, Public Works Director  
Sam Stewart, Police Chief

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**(B) PLEDGE OF ALLEGIANCE**

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**(C) APPROVE AGENDA**

**MOTION 1:** Moved and seconded by Williams / Mueller to approve agenda  
*Motion passed unanimously with a 4-0 vote*

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**(D) CONSENT AGENDA**

Items of a routine nature are placed on the consent agenda to allow the town council to spend its time and energy on more important items on a lengthy agenda. Any council member or any member of the public may request that an item be “removed” from the consent agenda and considered on the regular agenda.

- D.1 Minutes** From the November 21, 2024, Regular Town Council Meeting  
[2024.11.21 TC Minutes.pdf](#)
- D.2 Expenditures** Paid November 14, 2024- January 8, 2025.  
[Exp 11-2024 - 01-8-2025.pdf](#)
- D.3 Resolution No. 2025-01** A Resolution of the Town Council of the Town of Parachute, Colorado, Designating the Places for Posting of Public Meeting Notices, Ordinances, and Other Actions Taken by the Town and to Designate the Official Newspaper of General Circulation for 2025.  
[2025-01 Resolution - Public Posting and Designation of Paper for 2025.pdf](#)
- D.4 Resolution No. 2025-02** - A Resolution of the Town Council of the Town of Parachute, Colorado Committing Financial Support for the Shoshone Water Right Preservation Effort  
[Resolution No. 2025-02 -Committing Financial Support Towards Shoshone Water Right Preservation.pdf](#)
- D.5 Resolution No. 2025-03** - A Resolution of the Town Council of the Town of Parachute, Colorado Supporting the Application for a More Housing Now EIAF Grant from the Department of Local Affairs for the Public Infrastructure Upgrades Necessary to Provide More Affordable Housing  
[Resolution No. 2025-03 - Supporting More Housing Now DOLA Grant for Public Infrastructure Upgrades Necessary for Affordable Housing](#)
- D.6** Upcoming Meeting Schedule & Draft Agendas

2025-01-16

**MOTION 2:** Moved and seconded by Jackson / Williams to approve consent agenda  
*Motion passed unanimously with a 4-0 vote*

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**(E) PUBLIC COMMENTS ON THE ISSUES NOT ON THE AGENDA**

*Jeremy Rugaard, West 1<sup>st</sup> Street – Requested participation from the Town in the high school’s silent auction benefiting Make a Wish Foundation.*

*Jeri Batchelor, 74 Bristlecone Court – Sent letter to Council regarding Rifle Community Corrections potential closure.*

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**(F) PRESENTATIONS**

**F.1** Tobacco Education Prevention Partnership Presentation Regarding Local Retail Licensing Oversight, Peter Mueller, Health Promotion Program Administrator, Tobacco Education Prevention Partnership - Parachute to Aspen

[Parachute TRL Policy Consideration Powerpoint Presentation](#)

*Presentation given to Council. Council provided direction to staff.*

**F.2** Review / Interview Town Council Candidates

*Council candidate Regina Turner could not be present but would still like to be considered.*

*Council interviewed Dave Blair, Kim Owens, Elisabet Cordova and Tim Olk.*

*Town Council requested Regina Turner be present at the February meeting to be interviewed and considered. Selection will be made at the February 19, 2025, meeting.*

[Cover Memo: Town Council Vacancy.docx](#)

[Attachment 1: Regina Turner](#)

[Attachment 2: Dave A. Blair](#)

[Attachment 3: Kim Owens](#)

[Attachment 4: Elisabet Cordova](#)

[Attachment 5: Tim Olk](#)

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**(G) RESOLUTIONS**

**G.1** Town Council Consideration of Resolution No. 2025-04 - A Resolution of the Town of Parachute, Colorado, Adopting the Public Works Manual of Design Standards and Right of Way Regulations Including Streets, Water, Sanitary Sewer, Stormwater Collection Systems, and Other Public Infrastructure

[Cover Memo - Resolution 2024-04 - Adopting Public Works Manual](#)

[ATTACHMENT 1 - Resolution No. 2025-04 - Adopting 2025 Public Works Manual](#)

[ATTACHMENT 2 - Reso 2025-04 - Exhibit A - Public Works Manual](#)

**MOTION 3:** Moved and seconded by Jackson / Mueller to approve Resolution No. 2025-04

*A Resolution of the Town of Parachute, Colorado, Adopting the Public Works Manual of Design Standards and Right of Way Regulations Including Streets, Water, Sanitary Sewer, Stormwater Collection Systems, and Other Public Infrastructure*

*Motion passed unanimously with a 4-0 vote*

**G.2** Town Council Consideration of Resolution No. 05-2025 - A Resolution Supporting the Parachute Area Transit System Grant Application to the Colorado Department of Transportation Division of Transit and Rail Administrative and Operating Funding Through the 5311 Rural Area Formula Funding Program

[Resolution No. 2025-05 - Supporting PATS CDOT DTR Grant Application for Administrative and Operating Funds](#)

**MOTION 4:** Moved and seconded by Jackson / Mueller to approve Resolution No. 2025-05

*A Resolution Supporting the Parachute Area Transit System Grant Application to the Colorado Department of*

2025-01-16

Motion passed unanimously with a 4-0 vote

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**(H) ORDINANCES**

**H.1** Town Council Consideration of Ordinance No. 819-2025

An Ordinance of the Town Council of the Town of Parachute, Colorado, Approving the Acquisition of a Parcel of Property from the Colorado Department of Transportation in the Town of Parachute  
[Cover Memo - Ord 819-2025 Approving CDOT Quit Claim Deed](#)  
[ATTACHMENT 1 - Ordinance 819-2025 - Approving Acquisition of CDOT Property](#)  
[ATTACHMENT 2 - Ord 819-2025 - Exhibit A - Parcel 712-EX - Parachute\\_QCD\\_signed\\_not recorded](#)

**MOTION 5:** Moved and seconded by Williams / Jackson to approve Ordinance No. 819-2025

*An Ordinance of the Town Council of the Town of Parachute, Colorado, Approving the Acquisition of a Parcel of Property from the Colorado Department of Transportation in the Town of Parachute*

**H.2** Town Council Consideration of Ordinance No. 820-2025

An Ordinance of the Town Council of the Town Of Parachute, Colorado, Amending the Penalty Provisions of the Parachute Municipal Code to Conform Penalty Provisions with State Law  
[Cover Memo - Ord 820-2025 - Penalty Provisions Conform to State Law](#)  
[ATTACHMENT 1 - Ordinance 820-2025 - Penalty Provision - Conform to State Law](#)

**MOTION 6:** Moved and seconded by Williams / Mueller to approve Ordinance No. 820-2025

*An Ordinance of the Town Council of the Town Of Parachute, Colorado, Amending the Penalty Provisions of the Parachute Municipal Code to Conform Penalty Provisions with State Law*

*Motion passed unanimously with a 4-0 vote*

**H.3** Town Council Consideration of Ordinance No. 821-2025

An Ordinance of the Town Council of the Town of Parachute, Colorado, Amending Chapter 9.20 “Sewer Utility” of the Municipal Code  
[Cover Memo - Ord 821-2025 - Title 9 -Variance for Utility Connection](#)  
[ATTACHMENT 1 - Ordinance 821-2025 - Amending Title 9 Sewer Utility Connections](#)

**MOTION 7:** Moved and seconded by Mueller/ Jackson to approve Ordinance No. 821-2025

*An Ordinance of the Town Council of the Town of Parachute, Colorado, Amending Chapter 9.20 “Sewer Utility” of the Municipal Code*

*Motion passed unanimously with a 4-0 vote*

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**(I) ADMINISTRATIVE REPORTS**

**I.1** Appointment of Alternate Town Council Representative to AGNC  
*Appointment not made*

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**(J) MAYOR AND TOWN COUNCIL REPORTS**

Council gave updates for the last month

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**(K) EXECUTIVE SESSION**

**K.1** C.R.S. 24-6-402(4)(f)(I) Personnel Matters, more specifically for the Town Manager Annual Performance Review.

**MOTION 8:** Moved and seconded by Jackson / Mueller to enter into executive session, according to CRS 26-6-402(4)(f)(i) for personal matters, specifically for the town manager's annual performance review.

*Motion passed unanimously with a 4-0 vote*

*Executive Session commenced at 8:26 pm*

*Executive Session ended at 9:02 pm*

2025-01-16

*Persons present in executive session: Mueller, Jackson, Williams, Baltazar, Rugaard, and Elliott*

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**(L) ADJOURN**

**MOTION 9:** Motion to adjourn  
*Motion passed unanimously with a 4-0 vote*  
*Meeting adjourned at 9:04 pm*

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Tom Rugaard, Mayor

**ATTEST:**

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Lucy Spalenka, Town Clerk

2025-01-16




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**Rifle Correctional Center**


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From Jeri Batchelor <druzer141@gmail.com>

Date Wed 1/15/2025 9:12 PM

Dear Town of Parachute staff:

I'm writing this letter hoping you can help educate the public and our state/federal representatives that Rifle Correctional Center is being considered for decommission by the Joint Budget Committee (JBC). I'm asking for you to support 56 employees, of which 21 live in your city limits, and the 44 volunteers that participate with the RCC offender population in various religious, men's support, sober living and educational groups. I'm counting on your help to spread the word to other representatives that can speak on the staff's behalf when the time comes in February for the JBC to accept the Department of Corrections proposal. The proposal from the Department of Corrections is to move a current program "the Beacon" from Canon City to the Rifle Correctional Center.

Rifle Correctional Center can house up to 192 offenders. That is 192 lives being changed through the programs available at the RCC facility. RCC offers offenders the opportunity to achieve their G.E.D., participate in programs like "Why Try?", "Parents on a Mission", Cross fit through RF2, a peer led recovery program through Discovery Cafe, and "Decision Points". RCC offers inmates the opportunity for growth and success with support of staff to become productive members of their communities when they transition back to their community.

Outside work crews work within the community making a tremendous impact on our small community. These work crews work with Habitat for Humanity to build homes for families with low income; work with the City of Rifle and Garfield County during community events, such as the county fair and annual town clean ups. Our inmates provide the community with disaster relief assistance and help CDOT when needed. As one can see, RCC provides the offenders with opportunities to grow within the community, allowing for lasting success when transitioning into their communities.

Offenders participate in monthly Outside Food sales, using their own money. This is not only an available incentive for the offender population, it is a benefit to the community and business owners through the generation of revenue. Offenders can also participate in our yearly knitting classes which donate knitted items such as hats and scarves to local senior centers.

RCC staff also participate in community outreach events to support the City of Rifle, its community members and the community's children such as the high school parades, the Bike Rodeo, the Trunk or Treat event and the Holiday Parade of Lights. These events are possible with the staff and offenders working together. Staff also do an annual coat drive and canned food drive which are donated locally.

Rifle Correctional Facility also has a long working relationship with Colorado Northwestern Community College located in Rangely Colorado. The college specializes in dental hygiene and has offered the program free of charge to the RCC facility in exchange for benefiting their students with ongoing training. The college provides needed dental hygiene services to our offender population. This not only saves the department money, but allows for the education of future dental hygienists in the communities.

The effect on the staff is a significant concern. The staff have devoted years of service to the State of Colorado. While closing any of the DOC facilities is not ideal, there are benefits to moving the program to RCC. Unfortunately, for 56 RCC staff, the closest facility is two hours away, which would leave the RCC staff unemployed, unless they are willing to uproot their families and move to other locations. Moving a family to another location is never ideal, as many have deep roots within the community and children in local schools.

One benefit of closing the Skyline facility is the staff of 38 could be reabsorbed into the surrounding facilities. CTCF, Fremont, Four Mile, Arrowhead, CSP, Centennial are all within 5 miles. San Carlos, the Youthful Offender Service (YOS) and LaVista are within 25 miles.

Another benefit to closing the Skyline facility over the RCC Facility, is the Skyline facility can be closed without future cost to the State, and with little community impact. Skyline can be staffed by the other surrounding facilities in the area to provide maintenance of the property. The RCC facility would require the State to continue funding for the facility, as it will have to be staffed with security to secure the property, the buildings and utilities and maintenance staff for the upkeep of the water treatment plant and the two wells that are on grounds.

Another benefit of closing the Skyline facility over the RCC facility would include the ability to grow the Beacon program, as the Skyline facility's maximum offender capacity is only 126. The RCC facility can house 192 offenders, increasing the program to serve and benefit 70 more offenders.

I'm hoping you can put this at the top of your list of priorities and reach out to our local representatives that can help your local families be heard in Denver. My mother, only son and only grandson live in Rifle. I have no other family in Colorado as all of my family that remain, live in SC. I have no friends on the eastern slope, I can not afford to be unemployed, but if I am forced to relocate to the eastern slope, I would be alone and isolated and my grandson would not have me around. He is used to seeing me 2 nights per week and 1 night sleepover each weekend. He is 2 years old. My mother is elderly and she depends on me to be around. My mother moved herself, my sister and me to Rifle during the oil shale boom leaving all family behind. I have lived in Rifle and Parachute ever since. I am a volunteer victims advocate for Garfield County Sheriff and I participate in a lot of the community outreach events. This is my life over here. While I feel for the families that might not want to travel to visit their loved ones here, their situation is temporary as RCC is a stepping stone to release. Shutting down RCC would have permanent and lasting effects on our staff and our families.

I have met some of you during community events, one I have known since I was 18 years old and just graduating high school

Sincerely,

Jeri Batchelor  
74 Bristlecone Court, Parachute, CO 81635

[CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe]



**January 8, 2025 through February 11, 2025  
Accounts Payable Transaction List**

<b>Check Issue Date</b>	<b>Check Number</b>	<b>Payee</b>	<b>Check Amount</b>
1/14/2025	27461	AGNC	1,000.00
1/14/2025	27462	CASELLE INC	3,579.00
1/14/2025	27463	CIRSA	26,768.35
1/14/2025	27464	COLORADO ASSOCIATION OF CHIEF'S OF POLICE	430.00
1/14/2025	27465	COLORADO MUNICIPAL LEAGUE	1,285.00
1/14/2025	27466	COLORADO RURAL WATER ASSOC	320.00
1/14/2025	27467	EMPLOYERS COUNCIL	7,295.00
1/14/2025	27468	PINNACOL ASSURANCE	6,782.00
1/14/2025	27469	SUSTAINABLE STRATEGIES DC	5,000.00
1/14/2025	27470	TRITECH SOFTWARE SYSTEMS	3,922.83
1/14/2025	27471	WEST DIVIDE WATER CONSERVANCY	675.00
1/15/2025	27472	AMERICAN JANITOR	2,891.00
1/15/2025	27473	BATTLEMENT MESA METRO DISTRICT	13,451.10
1/15/2025	27474	BRUIN WASTE MANAGEMENT, LLC	6,286.00
1/15/2025	27475	CAPITAL BUSINESS SYSTEMS INC	1,065.71
1/15/2025	27476	CASELLE INC	20,830.00
1/15/2025	27477	CDPHE	525.00
1/15/2025	27478	CODE PUBLISHING INC	645.00
1/15/2025	27479	CULLIGAN OF GRAND JUNCTION	28.59
1/15/2025	27480	EMTECH	4,231.45
1/15/2025	27481	FIKES WEST SERVICES	74.00
1/15/2025	27482	GALLS AN ARAMARK CO LLC	258.31
1/15/2025	27483	GRAND RIVER HOSPITAL DISTRICT	121.25
1/15/2025	27484	GRUB N SCRUB	543.93
1/15/2025	27485	INTERMOUNTAIN TOXICOLOGY OF COLORADO	415.00
1/15/2025	27486	JOURNEY HOME ANIMAL CARE CENTER	150.00
1/15/2025	27487	KARP NEU HANLON PC	11,838.09
1/15/2025	27488	PARACHUTE AUTO PARTS & SUPPLY	1,346.58
1/15/2025	27489	PERSONNEL SAFETY ENTERPRISE	214.80



**January 8, 2025 through February 11, 2025  
Accounts Payable Transaction List**

<b>Check Issue Date</b>	<b>Check Number</b>	<b>Payee</b>	<b>Check Amount</b>
1/15/2025	27490	SNOB PRODUCTIONS INC	1,050.00
1/15/2025	27491	UNCC MEMBER SERVICES	25.80
1/15/2025	27492	VERBAL VIBES LLC	400.00
1/28/2025	27493	AIR COMPRESSOR SERVICE	3,162.61
1/28/2025	27494	ALIGN MULTIMEDIA LLC	2,500.00
1/28/2025	27495	CAPITAL BUSINESS SYSTEMS INC	348.57
1/28/2025	27496	FERGUSON WATERWORKS #1116	2,364.00
1/28/2025	27497	FIKES WEST SERVICES	74.00
1/28/2025	27498	GARFIELD CLEAN ENERGY	3,400.00
1/28/2025	27499	GRANICUS LLC	4,128.51
1/28/2025	27500	GREGORY J MUELLER PC	450.00
1/28/2025	27501	IIMC	220.00
1/28/2025	27502	JAROMIN BRETT	200.00
1/28/2025	27503	KIWANIS CLUB OF GRAND VALLEY	150.00
1/28/2025	27504	NELCO	262.24
1/28/2025	27505	PRO FORCE LAW ENFORCEMENT	2,655.58
1/28/2025	27506	RIFLE ECONOMIC DEVELOPMENT CORP	7,500.00
1/28/2025	27507	SAFETY INC.	550.00
1/28/2025	27508	SCOTT HODGES CONSTRUCTION LLC	10,000.00
1/28/2025	27509	UNMANNED VEHICLE TECHNOLOGIES, LLC	25,210.14
1/28/2025	27510	B&B PLUMBING	19.95
1/28/2025	27511	BROADBENT & ASSOCIATES INC.	2,373.75
1/28/2025	27512	COMMUNITY PLANNING STRATEGIES LLC	1,387.25
1/28/2025	27513	FERRELLGAS LP	1,599.27
1/28/2025	27514	GARFIELD COUNTY CLERK & RECORDER	1,467.15
1/28/2025	27515	GRAND RIVER HOSPITAL DISTRICT	121.25
1/28/2025	27516	HUDDLESTONE-BERRY ENGINEERING & TESTING	3,310.00
1/28/2025	27517	PARACHUTE SERVICE	84.72
1/28/2025	27518	RIFLE LOCK & SAFE	301.00



**January 8, 2025 through February 11, 2025  
Accounts Payable Transaction List**

<b>Check Issue Date</b>	<b>Check Number</b>	<b>Payee</b>	<b>Check Amount</b>
1/28/2025	27519	SHUMS CODA ASSOCIATES	1,167.26
1/28/2025	27520	STEVEN A NOFZIGER	100.00
2/11/2025	27521	A STAGE FOR YOU	1,710.00
2/11/2025	27522	A-1 HEATING & COOLING	1,254.82
2/11/2025	27523	AMERICAN JANITOR	2,891.00
2/11/2025	27524	AUSTIN CIVIL GROUP INC	525.00
2/11/2025	27525	AYRES ASSOCIATES IN	32,392.40
2/11/2025	27526	CIRSA	56.93
2/11/2025	27527	CULLIGAN OF GRAND JUNCTION	41.69
2/11/2025	27528	FASTENAL	133.75
2/11/2025	27529	FERGUSON WATERWORKS #1116	91.61
2/11/2025	27530	FILTER TECH SYSTEMS INC	219.50
2/11/2025	27531	GONZALEZ EVELYN	141.97
2/11/2025	27532	GRUB N SCRUB	162.98
2/11/2025	27533	JOURNEY HOME ANIMAL CARE CENTER	2,500.00
2/11/2025	27534	JP COOKE	92.95
2/11/2025	27535	KARP NEU HANLON PC	4,700.00
2/11/2025	27536	PARACHUTE AUTO PARTS & SUPPLY	1,227.05
2/11/2025	27537	PINNACOL ASSURANCE	6,780.00
2/11/2025	27538	SGS North America Inc	252.34
2/11/2025	27539	STEVEN A NOFZIGER	200.00
2/11/2025	27540	SUSTAINABLE STRATEGIES DC	5,000.00
2/11/2025	27541	TOMASULO, VINCENT	190.28
2/11/2025	27542	TRANE U.S. INC	2,405.00
2/11/2025	27543	UNCC MEMBER SERVICES	231.20
2/11/2025	27544	VERBAL VIBES LLC	200.00
2/11/2025	27545	WORLDWIDE STEEL BUILDINGS	26,150.00
1/16/2025	9000129	CEBT	36,200.58
1/16/2025	9000130	FIRE & POLICE PENSION ASSOC	4,511.74



**January 8, 2025 through February 11, 2025  
Accounts Payable Transaction List**

<b>Check Issue Date</b>	<b>Check Number</b>	<b>Payee</b>	<b>Check Amount</b>
1/16/2025	9000131	ORCHARD TRUST COMPANY INC	6,210.48
1/16/2025	9000132	PAYLOCITY CORP	14,467.41
1/16/2025	9000133	PAYLOCITY CORP	46,648.91
1/16/2025	9000134	PAYLOCITY CORP	175.06
1/16/2025	9000135	XCEL ENERGY	147.92
1/16/2025	9000136	XCEL ENERGY	13.05
1/16/2025	9000137	XCEL ENERGY	3,719.44
1/16/2025	9000138	XCEL ENERGY	281.99
1/16/2025	9000139	XCEL ENERGY	289.42
1/21/2025	9000140	UMB CREDIT CARD	27,176.36
1/22/2025	9000141	PAYFLEX - INSPIRA	803.80
1/22/2025	9000142	PAYFLEX - INSPIRA	664.25
1/23/2025	9000143	AFLAC	381.65
1/23/2025	9000144	FIRE & POLICE PENSION ASSOC	4,705.03
1/23/2025	9000145	PAYFLEX - INSPIRA	6.98
1/23/2025	9000146	PAYLOCITY CORP	15,513.74
1/23/2025	9000147	PAYLOCITY CORP	49,478.00
1/23/2025	9000148	PAYLOCITY CORP	217.74
1/23/2025	9000149	PITNEY BOWES	500.00
1/29/2025	9000150	ALPINE BANK	1,265.02
1/29/2025	9000151	IRONEDGE GROUP LTD	3,926.60
1/29/2025	9000152	ORCHARD TRUST COMPANY INC	6,324.12
1/29/2025	9000153	PAYFLEX - INSPIRA	150.00
1/29/2025	9000154	XCEL ENERGY	37.05
1/29/2025	9000155	XCEL ENERGY	615.48
1/30/2025	9000156	PAYFLEX - INSPIRA	480.61
1/30/2025	9000157	PAYLOCITY CORP	14,587.05
1/30/2025	9000158	PAYLOCITY CORP	46,686.42
1/30/2025	9000159	PAYLOCITY CORP	215.06



**January 8, 2025 through February 11, 2025  
Accounts Payable Transaction List**

<b>Check Issue Date</b>	<b>Check Number</b>	<b>Payee</b>	<b>Check Amount</b>
1/30/2025	9000160	XCEL ENERGY	5,908.43
1/30/2025	9000161	PAYFLEX - INSPIRA	2,251.70
1/31/2025	9000162	ORCHARD TRUST COMPANY INC	6,246.88
2/10/2025	9000163	CEBT	36,200.58
2/10/2025	9000164	FIRE & POLICE PENSION ASSOC	4,679.99
2/10/2025	9000165	PAYFLEX - INSPIRA	641.13
			630,436.18



*Integrity · Respect · Teamwork · Pride · Innovation · Diversity*

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

## AGENDA ITEM SUMMARY

**TO:** Mayor and Town Council  
**FROM:** Teresa Beecraft, Finance Director  
**MEETING DATE:** February 20, 2025  
**MEMO DATE:** February 10, 2025  
**AGENDA ITEM:** 2024 4<sup>th</sup> Quarter Unaudited Financials

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### EXECUTIVE SUMMARY:

As required per our Home Rule Charter, Section 8-12 (a), attached are the 4<sup>th</sup> quarter 2024 financials for the Town Council's review. This report is as of 1/31/25 and is unaudited. There will be adjusting entries to revenues and expenditures in coming months. These entries are from additional revenue and expenditures that we may receive in the next few months that are required to be recorded in 2024. As the audit process begins, there will also be additional audit entries.

Overall, all funds have a healthy fund balance. All funds came in under budget for 2024 expenditures. Many funds are showing revenues close to budget or exceeding budget.

We recently received the numbers for December sales tax and the final month of 2024 collections. The attached reports do not reflect those numbers, but the information to follow does: The General Fund has had a 5% decrease in revenues for the year. Sales tax is down 2% for the year. As we have reported, the main decline is from marijuana sales tax. We are recording 55% of what we budgeted.

Lodging tax has also come in below budget by 1% for 2024. Lodging tax is generally consistent each year. Our expectation is for lodging tax to continue a positive trend, but we still have conservative forecasts budgeted for 2025.

As we have begun our 2025 Budget Year, we are optimistic. However, we will continue to monitor revenues and evaluate monthly.

### FINANCIAL IMPACT:

Although the quarterly financial report pertains to the Town's finances, there are no direct impacts from the quarterly presentation on February 20, 2025.

**APPLICABILITY TO TOWN COUNCIL GOALS:**

The quarterly financial update does not pertain to any one individual goal area, but the Town’s budget and financial health enables the Town to accomplish our goals and provide high-quality services.

**TOWN COUNCIL OPTIONS:**

1. Review the report and ask any questions.

**STAFF RECOMMENDATION:**

1. Review the report and ask any questions.

**ATTACHMENTS:**

1. 2024 Q4 Financial Report (without December Tax Revenues)

**2024 BUDGET TRACKING REPORT SUMMARY**

LINE NO.	DESCRIPTION	2024 BUDGET	2024 ESTIMATE	TOTAL 2024 YTD	% OF YEAR PASSED		LINE NO.
					% OF BUDGET SPENT	BUDGET REMAINING	
					<b>100.00%</b>		
<b>GENERAL FUND</b>							
<b>GENERAL FUND REVENUES</b>							
1	General Property Tax	\$ 598,646	\$ 619,862	\$ 619,862	103.54%	\$ (21,216)	1
2	Town Sales Tax	2,320,000	2,107,693	2,107,693	90.85%	212,307	2
3	Other Taxes	349,000	300,856	300,856	86.21%	48,144	3
4	Licenses and Permits	57,275	46,373	46,373	80.96%	10,903	4
5	Intergovernmental	238,766	192,977	192,977	80.82%	45,789	5
6	Planning & Zoning	40,050	24,203	24,203	60.43%	15,847	6
7	Fines / Forfeitures	30,000	14,093	14,093	46.98%	15,907	7
8	Miscellaneous / Special	213,150	173,197	173,197	81.26%	39,953	8
9	<b>Total General Fund Revenues</b>	<b>\$ 3,846,887</b>	<b>\$ 3,479,254</b>	<b>\$ 3,479,254</b>	<b>90.44%</b>	<b>\$ 367,633</b>	9
<b>GENERAL FUND EXPENDITURES</b>							
10	Salaries / Wages	\$ 1,247,470	\$ 1,205,383	\$ 1,205,383	96.63%	\$ 42,087	10
11	Benefits	660,947	537,113	537,113	81.26%	123,834	11
12	Supplies	379,220	338,482	338,482	89.26%	40,738	12
13	Services	495,408	420,934	420,934	84.97%	74,474	13
14	Capital Outlay	5,380	4,208	4,208	78.22%	1,172	14
15	Transfers to Other Funds	2,130,000	2,130,000	2,130,000	100.00%	-	15
16	Other	558,166	272,493	272,493	48.82%	285,673	16
17	<b>Total General Fund Expenditures</b>	<b>\$ 5,476,591</b>	<b>\$ 4,908,613</b>	<b>\$ 4,908,613</b>	<b>89.63%</b>	<b>\$ 567,978</b>	17
<b>GENERAL FUND BALANCE ANALYSIS</b>							
18	Beginning Fund Balance	2,435,660	\$ 2,435,660				18
19	TOTAL REVENUES	3,846,887	3,479,254				19
20	TOTAL EXPENDITURES	5,476,591	4,908,613				20
21	Annual Net	(1,629,704)	(1,429,358)				21
22	<b>Ending Available Fund Balance</b>	<b>\$ 805,956</b>	<b>\$ 1,006,302</b>				22
<b>WATER FUND</b>							
<b>WATER FUND REVENUES</b>							
23	Water Utility Receipts	\$ 404,481	\$ 448,908	\$ 448,908	110.98%	\$ (44,427)	23
24	Irrigation Utility Receipts	50,000	52,620	52,620	105.24%	(2,620)	24
25	Late Fees / Penalties	-	237	237	0.00%	(237)	25
26	Water Tap Fees	30,000	-	-	0.00%	30,000	26
27	Transfers from Other Funds	-	-	-	0.00%	-	27
28	Grants	-	6,257	6,257	0.00%	(6,257)	28
29	Other	250	28,457	28,457	11382.92%	(28,207)	29
30	<b>Total Water Fund Revenues</b>	<b>\$ 484,731</b>	<b>\$ 536,479</b>	<b>\$ 536,479</b>	<b>110.68%</b>	<b>(51,748)</b>	30
<b>WATER FUND EXPENDITURES</b>							
31	Salaries / Wages	\$ 187,800	\$ 179,937	\$ 179,937	95.81%	\$ 7,863	31
32	Benefits	105,480	91,231	91,231	86.49%	14,249	32
33	Supplies	145,790	122,900	122,900	84.30%	22,890	33
34	Services	58,500	37,133	37,133	63.48%	21,367	34
35	Debt Service	38,040	33,749	33,749	88.72%	4,291	35
36	Capital Outlay	331,300	267,892	267,892	80.86%	63,408	36
37	Other	-	-	-	0.00%	-	37
38	<b>Total Water Fund Expenditures</b>	<b>\$ 866,910</b>	<b>\$ 732,842</b>	<b>\$ 732,842</b>	<b>84.53%</b>	<b>\$ 134,068</b>	38
<b>WATER FUND BALANCE ANALYSIS</b>							
39	Beginning Fund Balance	\$ 710,371	\$ 710,371				39
40	TOTAL REVENUES	484,731	536,479				40
41	TOTAL EXPENDITURES	866,910	732,842				41
42	Annual Net	(382,179)	(196,364)				42
43	<b>Ending Available Fund Balance</b>	<b>\$ 328,192</b>	<b>\$ 514,007</b>				43
<b>WASTEWATER FUND</b>							
<b>WASTEWATER FUND REVENUES</b>							
44	Wastewater Utility Receipts	\$ 334,000	\$ 351,597	\$ 351,597	105.27%	\$ (17,597)	44
45	Late Fees / Penalties	-	-	-	0.00%	-	45
46	Wastewater Tap Fees	15,750	-	-	0.00%	15,750	46
47	Transfers from Other Funds	-	-	-	0.00%	-	47
48	Grants	-	6,257	6,257	0.00%	(6,257)	48
49	Other	-	13,858	13,858	0.00%	(13,858)	49
50	<b>Total Wastewater Fund Revenues</b>	<b>\$ 349,750</b>	<b>\$ 371,711</b>	<b>\$ 371,711</b>	<b>106.28%</b>	<b>(21,961)</b>	50
<b>WASTEWATER FUND EXPENDITURES</b>							
51	Salaries / Wages	\$ 63,820	\$ 59,380	\$ 59,380	93.04%	\$ 4,440	51
52	Benefits	33,415	29,881	29,881	89.43%	3,534	52
53	Supplies	19,330	22,223	22,223	114.97%	(2,893)	53
54	Services	229,990	242,170	242,170	105.30%	(12,180)	54
55	Debt Service	-	-	-	0.00%	-	55
56	Capital Outlay	65,000	17,270	17,270	26.57%	47,730	56
57	Other	-	-	-	0.00%	-	57
58	<b>Total Wastewater Fund Expenditures</b>	<b>\$ 411,555</b>	<b>\$ 370,924</b>	<b>\$ 370,924</b>	<b>90.13%</b>	<b>\$ 40,631</b>	58
<b>WASTEWATER FUND BALANCE ANALYSIS</b>							
59	Beginning Fund Balance	\$ 323,357	\$ 323,357				59
60	TOTAL REVENUES	349,750	371,711				60
61	TOTAL EXPENDITURES	411,555	370,924				61
62	Annual Net	(61,805)	787				62
63	<b>Ending Available Fund Balance</b>	<b>\$ 261,552</b>	<b>\$ 324,144</b>				63
<b>STREETS AND ALLEYS FUND</b>							
<b>STREETS AND ALLEYS FUND REVENUES</b>							
64	Specific Ownership Tax	\$ 38,500	\$ 44,797	\$ 44,797	116.35%	\$ (6,297)	64
65	HUTF Tax	52,000	58,758	58,758	113.00%	(6,758)	65
66	County Road and Bridge Tax	2,000	-	-	0.00%	2,000	66
67	Transfers from Other Funds	255,000	255,000	255,000	100.00%	-	67
68	Grants	-	-	-	0.00%	-	68
69	Other	-	7,167	7,167	0.00%	(7,167)	69
70	<b>Total Streets and Alleys Fund Revenues</b>	<b>\$ 347,500</b>	<b>\$ 365,721</b>	<b>\$ 365,721</b>	<b>105.24%</b>	<b>(18,221)</b>	70
<b>STREETS AND ALLEYS FUND EXPENDITURES</b>							
71	Salaries / Wages	\$ 146,560	\$ 132,487	\$ 132,487	90.40%	\$ 14,073	71
72	Benefits	93,805	75,389	75,389	80.37%	18,416	72
73	Supplies	14,150	21,597	21,597	152.63%	(7,447)	73
74	Services	117,800	82,747	82,747	70.24%	35,053	74
75	Capital Outlay	-	-	-	0.00%	-	75
76	Other	-	-	-	0.00%	-	76
77	<b>Total Streets and Alleys Fund Expenditures</b>	<b>\$ 372,315</b>	<b>\$ 312,220</b>	<b>\$ 312,220</b>	<b>83.86%</b>	<b>\$ 60,095</b>	77
<b>STREETS AND ALLEYS FUND BALANCE ANALYSIS</b>							
78	Beginning Fund Balance	\$ 70,487	\$ 70,487				78
79	TOTAL REVENUES	347,500	365,721				79
80	TOTAL EXPENDITURES	372,315	312,220				80
81	Annual Net	(24,815)	53,501				81
82	<b>Ending Available Fund Balance</b>	<b>\$ 45,672</b>	<b>\$ 123,988</b>				82

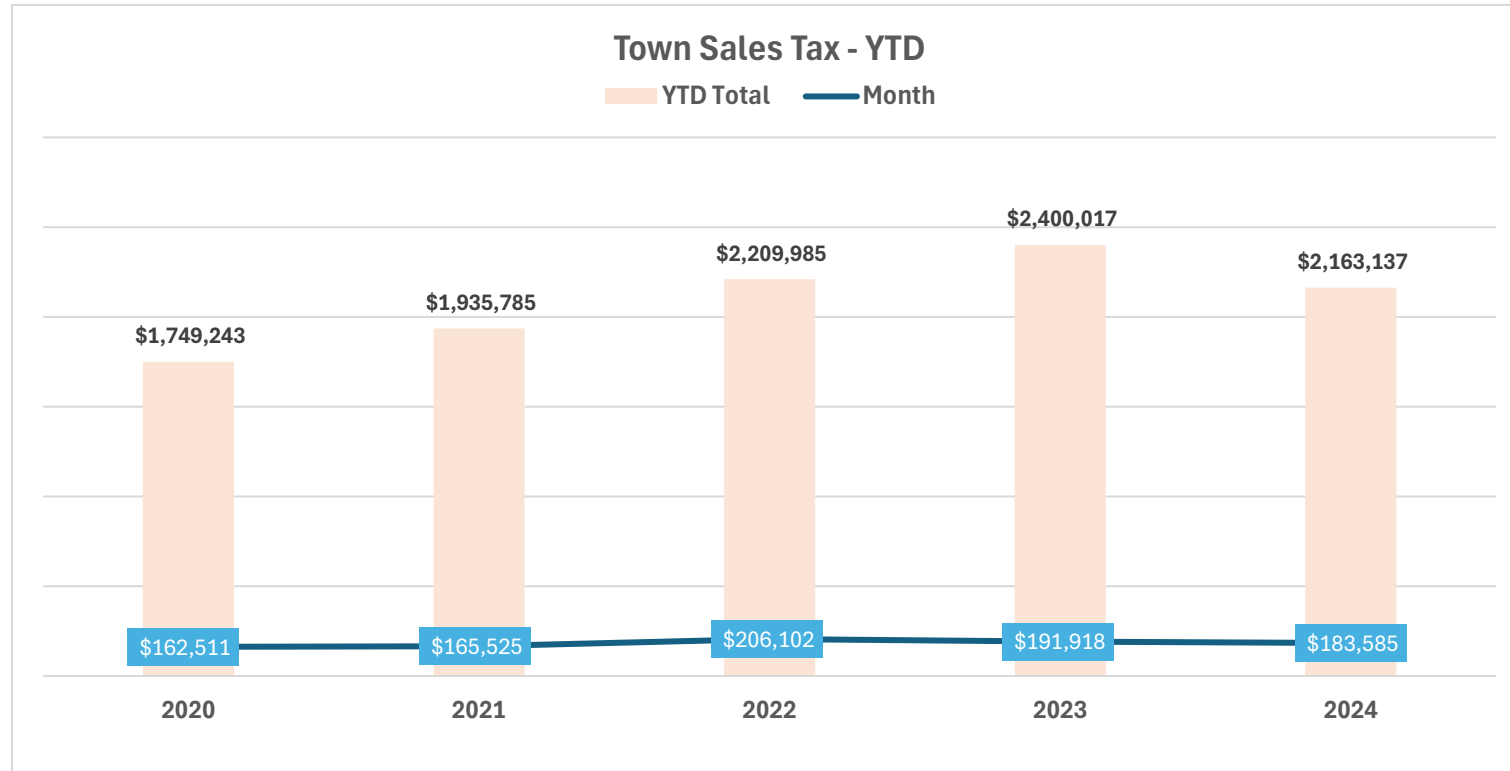
PARACHUTE CAPITAL IMPROVEMENT FUND											
<b>PARACHUTE CAPITAL IMPROVEMENT FUND REVENUES</b>											
83	Transfers from Other Funds	\$	1,800,000	\$	1,800,000	\$	1,800,000	100.00%	\$	-	83
84	Other		660,000		125,775		125,775	19.06%	\$	534,225	84
85	<b>Total Capital Improvement Fund Revenues</b>	<b>\$</b>	<b>2,460,000</b>	<b>\$</b>	<b>1,925,775</b>	<b>\$</b>	<b>1,925,775</b>	<b>78.28%</b>	<b>\$</b>	<b>534,225</b>	<b>85</b>
<b>PARACHUTE CAPITAL IMPROVEMENT FUND EXPENDITURES</b>											
86	Salaries / Wages	\$	-	\$	-	\$	-	0.00%	\$	-	86
87	Benefits		-		-		-	0.00%	\$	-	87
88	Supplies		-		-		-	0.00%	\$	-	88
89	Services		-		-		-	0.00%	\$	-	89
90	Capital Outlay		2,844,365		1,689,321		1,689,321	59.39%	\$	1,155,044	90
91	Other		-		-		-	0.00%	\$	-	91
92	<b>Total Capital Improvement Fund Expenditures</b>	<b>\$</b>	<b>2,844,365</b>	<b>\$</b>	<b>1,689,321</b>	<b>\$</b>	<b>1,689,321</b>	<b>59.39%</b>	<b>\$</b>	<b>1,155,044</b>	<b>92</b>
<b>PARACHUTE CAPITAL IMPROVEMENT FUND BALANCE ANALYSIS</b>											
93	Beginning Fund Balance	\$	681,972	\$	681,972						93
94	TOTAL REVENUES		2,460,000		1,925,775						94
95	TOTAL EXPENDITURES		2,844,365		1,689,321						95
96	Annual Net		(384,365)		236,453						96
97	<b>Ending Available Fund Balance</b>	<b>\$</b>	<b>297,607</b>	<b>\$</b>	<b>918,425</b>						<b>97</b>
<b>PARACHUTE AREA TRANSIT</b>											
98	Fares	\$	17,200.00	\$	12,368.05	\$	12,368	71.91%	\$	4,832	98
99	Transfers from Other Funds	\$	75,000	\$	75,000	\$	75,000	100.00%	\$	-	99
100	Grants	\$	290,000	\$	290,000	\$	290,000	100.00%	\$	-	100
101	Other		-		8,799		8,799	0.00%	\$	(8,799)	101
102	<b>Total Parachute Area Transit</b>	<b>\$</b>	<b>382,200</b>	<b>\$</b>	<b>386,167</b>	<b>\$</b>	<b>386,167</b>	<b>101.04%</b>	<b>\$</b>	<b>(3,967)</b>	<b>102</b>
<b>PARACHUTE AREA TRANSIT</b>											
103	Salaries / Wages	\$	153,280	\$	170,404	\$	170,404	111.17%	\$	(17,124)	103
104	Benefits		104,825		90,618		90,618	86.45%	\$	14,207	104
105	Supplies		77,160		43,923		43,923	56.92%	\$	33,237	105
106	Services		3,750		2,692		2,692	71.80%	\$	1,058	106
107	Capital Outlay		20,000		-		-	0.00%	\$	20,000	107
108	Other		-		-		-	0.00%	\$	-	108
109	<b>Total Parachute Area Transit</b>	<b>\$</b>	<b>359,015</b>	<b>\$</b>	<b>307,638</b>	<b>\$</b>	<b>307,638</b>	<b>85.69%</b>	<b>\$</b>	<b>51,377</b>	<b>109</b>
<b>PARACHUTE AREA TRANSIT</b>											
110	Beginning Fund Balance	\$	242,365	\$	242,365						110
111	TOTAL REVENUES		382,200		386,167						111
112	TOTAL EXPENDITURES		359,015		307,638						112
113	Annual Net		23,185		78,530						113
114	<b>Ending Available Fund Balance</b>	<b>\$</b>	<b>265,550</b>	<b>\$</b>	<b>320,895</b>						<b>114</b>
<b>CONSERVATION TRUST FUND</b>											
115	Beginning Fund Balance	\$	29,091	\$	29,091						115
116	TOTAL REVENUES		9,500		10,282						116
117	TOTAL EXPENDITURES		-		-						117
118	Annual Net		9,500		10,282						118
119	<b>Ending Available Fund Balance</b>	<b>\$</b>	<b>38,591</b>	<b>\$</b>	<b>39,373</b>						<b>119</b>
<b>GRANT FUND</b>											
120	Beginning Fund Balance	\$	93,004	\$	93,004						120
121	TOTAL REVENUES		250,000		256,027						121
122	TOTAL EXPENDITURES		200,000		83,368						122
123	Annual Net		50,000		172,659						123
124	<b>Ending Available Fund Balance</b>	<b>\$</b>	<b>143,004</b>	<b>\$</b>	<b>265,663</b>						<b>124</b>
<b>RESERVE FUND</b>											
125	Beginning Fund Balance	\$	2,207,512	\$	2,207,512						125
126	TOTAL REVENUES		-		100,050						126
127	TOTAL EXPENDITURES		-		-						127
128	Annual Net		-		100,050						128
129	Restricted fund Balance (TABOR)		77,260		77,260						129
130	<b>Ending Available Fund Balance</b>	<b>\$</b>	<b>2,130,252</b>	<b>\$</b>	<b>2,230,302</b>						<b>130</b>
<b>GARBAGE FUND</b>											
131	Beginning Fund Balance	\$	75,743	\$	75,743						131
132	TOTAL REVENUES		74,000		78,133						132
133	TOTAL EXPENDITURES		80,184		68,472						133
134	Annual Net		(6,184)		9,661						134
135	<b>Ending Available Fund Balance</b>	<b>\$</b>	<b>69,559</b>	<b>\$</b>	<b>85,404</b>						<b>135</b>
<b>PARKS AND RECREATION FUND</b>											
136	Beginning Fund Balance	\$	5,103	\$	5,103						136
137	TOTAL REVENUES		-		-						137
138	TOTAL EXPENDITURES		-		-						138
139	Annual Net		-		-						139
140	<b>Ending Available Fund Balance</b>	<b>\$</b>	<b>5,103</b>	<b>\$</b>	<b>5,103</b>						<b>140</b>

Monthly Sales Tax Report

Town Sales Tax - All Sales - 3.75% General Fund							YOY	
Sale Month	2020	2021	2022	2023	2024	\$ Variance	% Variance	
Jan	\$ 130,212	\$ 129,752	\$ 139,923	\$ 190,443	\$ 156,995	\$ (33,448)	-17.6%	
Feb	\$ 115,655	\$ 144,191	\$ 128,031	\$ 163,847	\$ 148,925	\$ (14,923)	-9.1%	
Mar	\$ 110,665	\$ 169,241	\$ 176,651	\$ 176,354	\$ 167,244	\$ (9,110)	-5.2%	
Apr	\$ 168,691	\$ 166,113	\$ 165,262	\$ 203,541	\$ 177,967	\$ (25,574)	-12.6%	
May	\$ 152,119	\$ 174,635	\$ 167,813	\$ 167,054	\$ 169,014	\$ 1,960	1.2%	
Jun	\$ 157,785	\$ 175,218	\$ 181,747	\$ 188,781	\$ 214,436	\$ 25,655	13.6%	
Jul	\$ 159,168	\$ 162,630	\$ 188,307	\$ 213,663	\$ 183,037	\$ (30,627)	-14.3%	
Aug	\$ 143,846	\$ 166,667	\$ 197,906	\$ 231,377	\$ 200,608	\$ (30,768)	-13.3%	
Sept	\$ 173,168	\$ 174,961	\$ 247,957	\$ 278,145	\$ 214,246	\$ (63,899)	-23.0%	
Oct	\$ 139,716	\$ 162,001	\$ 181,704	\$ 209,066	\$ 186,986	\$ (22,080)	-10.6%	
Nov	\$ 135,706	\$ 144,850	\$ 228,581	\$ 185,829	\$ 160,094	\$ (25,735)	-13.8%	
Dec	\$ 162,511	\$ 165,525	\$ 206,102	\$ 191,918	\$ 183,585	\$ (8,333)	-4.3%	
<b>TOTAL</b>	<b>\$ 1,749,243</b>	<b>\$ 1,935,785</b>	<b>\$ 2,209,985</b>	<b>\$ 2,400,017</b>	<b>\$ 2,163,137</b>	<b>\$ (236,881)</b>	<b>-9.9%</b>	
% (YOY +/-)	-4.9%	10.7%	14.2%	8.6%	-9.9%			

2024 Budget = \$2,200,000

Month of:	DECEMBER	2024	
	Month	YTD Total	%
2020	\$ 162,511	\$ 1,749,243	
2021	\$ 165,525	\$ 1,935,785	10.7%
2022	\$ 206,102	\$ 2,209,985	14.2%
2023	\$ 191,918	\$ 2,400,017	8.6%
2024	\$ 183,585	\$ 2,163,137	-9.9%





**TOM RUGAARD  
MAYOR**

*Integrity ▪ Respect ▪ Teamwork ▪ Pride ▪ Innovation ▪ Diversity*

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

January 21, 2025

Joint Budget Committee  
Colorado General Assembly  
200 East Colfax Avenue  
Denver, CO 80203

Dear Members of the Joint Budget Committee:

On behalf of the Town of Parachute, I am writing to express our strong opposition to the additional budget balancing option to close the Rifle Correctional Center (RCC) as proposed in the FY2025-26 Department of Corrections Staff Budget Briefing Report. We urge you to dismiss this proposal, as the closure of this facility would have far-reaching negative impacts on our region that far outweigh the projected cost savings.

The Rifle Correctional Center is a vital part of the regional economy and serves functions that extend beyond its role as a correctional facility. As a key employment center, RCC provides stable, well-paying jobs to residents in Rifle, Parachute, and other nearby communities. These jobs support local families, generate significant economic activity, and contribute to the overall vitality of our region. Closing the facility would eliminate these jobs and lead to ripple effects.

In addition to its economic significance, RCC fulfills an important role within Colorado's corrections system by providing work programs and re-entry opportunities for inmates. These programs contribute to lower recidivism rates and offer rehabilitative services that benefit both individuals and society. Closing RCC would not only disrupt these programs but also create logistical challenges for managing inmate populations in other facilities, potentially leading to overcrowding and diminished program effectiveness elsewhere.

The RCC's presence in the region also has broader implications for community stability. Its closure would exacerbate existing economic challenges in rural Western Slope communities, which have already faced economic transitions in recent years. Parachute and the surrounding areas have worked diligently to diversify their economies, but the loss of a major employer like RCC would undermine these efforts and create significant setbacks for our region's recovery and growth.

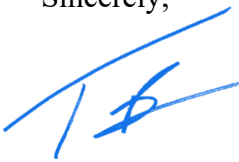
While we recognize the importance of fiscal responsibility, we believe that the long-term costs of closing RCC—both economic and social—far exceed any immediate budgetary savings. Instead,

we urge the state to consider alternative measures that preserve this essential facility while addressing budgetary concerns.

The Town of Parachute and its residents stand ready to collaborate with the State of Colorado to explore solutions that support fiscal sustainability without sacrificing the economic and social well-being of our communities. We ask for your leadership in ensuring that decisions regarding RCC take into account the full scope of its regional significance and the potential consequences of closure.

Thank you for your attention to this critical matter. We appreciate your commitment to serving the people of Colorado and respectfully request that you prioritize the continued operation of the Rifle Correctional Center.

Sincerely,



Tom Rugaard  
On behalf of the Parachute Town Council

cc:

The Honorable Elizabeth Velasco, Colorado House District 57  
The Honorable Marc Catlin, Colorado Senate District 5  
Parachute Town Council  
Rifle City Council  
Garfield County Board of County Commissioners

**TOWN OF PARACHUTE, COLORADO  
RESOLUTION NO. 2025-06**

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**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO APPROVING A TRANSFER OF OWNERSHIP OF HOTEL & RESTAURANT LIQUOR LICENSE FOR 28 CARDINAL WAY, IN PARACHUTE**

**WHEREAS**, the Town of Parachute (the “Town”) regulates the issuance of liquor licenses under Chapter 6.12 of the Municipal Code (the “Code”);

**WHEREAS**, TAINTED ROSE PUB AND GRUB, LLC (the “Applicant”) submitted an application to the Town for Transfer of Ownership of a Hotel & Restaurant liquor license located at 28 Cardinal Way, Parachute, Colorado 81635 (the “License”);

**WHEREAS**, after an investigation conducted by the Parachute Police Department and town staff, the Town Clerk has recommended approval of Transfer of the License; and

**WHEREAS**, accordingly, the Town Council finds the Applicant is of good character and qualified to hold the License, wishes to approve the Transfer of the License, and believes it is in the best interests of the Town.

**NOW THEREFORE, BE IT RESOLVED, BY THE TOWN COUNCIL 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 Council hereby makes the findings above and approves the Transfer of Ownership of the License to the Applicant.

**INTRODUCED, PASSED, APPROVED, AND ADOPTED** by a vote of \_\_\_ to \_\_\_ of the Town Council of the Town of Parachute, Colorado at a regular meeting held at the Town Hall in the Town of Parachute, Colorado on the \_\_\_ day of \_\_\_\_\_, 2025 and approved by the Mayor on the \_\_\_ day of \_\_\_\_\_, 2025.

**TOWN COUNCIL OF THE  
TOWN OF PARACHUTE, COLORADO**

By \_\_\_\_\_  
Tom Ruggard, Mayor

**ATTEST:**

\_\_\_\_\_  
Lucy Spalenka, Town Clerk

DR 8404 (03/26/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

# Colorado Liquor Retail License Application

\* Note that the Division will not accept cash  Paid by Check Date Uploaded to MoveIt  
 Paid Online 12/31/2024

New License  New-Concurrent  Transfer of Ownership  State Property Only  Master file

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor)

Applicant is applying as a/an  Individual  Limited Liability Company  Association or Other  
 Corporation  Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation

Tainted Rose Pub and Grub LLC

FEIN Number [Redacted] State Sales Tax Number [Redacted]

Trade Name of Establishment (DBA) Tainted Rose Pub and Grub Business Telephone (970) 285-9711

Address of Premises (specify exact location of premises, include suite/unit numbers) 28 Cardinal way

City Parachute County Garfield State CO ZIP Code 81635

Mailing Address (Number and Street) City or Town State ZIP Code  
28 Cardinal way Parachute CO 81635

Email Address Tainted Rose Pub and Grub TaintedRosePubNGrub@gmail.com

If the premises currently has a liquor or beer license, you must answer the following questions.

Present Trade Name of Establishment (DBA) JKLMN LLC DBA SHOMMYS

Present State License Number 42-65354 Present Class of License Hotel/Restaurant Present Expiration Date 1/11/25

Section A Nonrefundable application fees\*

- Application Fee for New License .....\$1,100.00
- Application Fee for New License with Concurrent Review .....\$1,200.00
- Application Fee for Transfer.....\$1,100.00

Section B Liquor License Fees\*

- Add Optional Premises to H & R .....\$100.00 X 1 Total 100
- Add Sidewalk Service Area.....\$75.00
- Arts License (City).....\$308.75
- Arts License (County) .....\$308.75
- Beer and Wine License (City).....\$351.25
- Beer and Wine License (County).....\$436.25
- Brew Pub License (City)..... \$750.00
- Brew Pub License (County).....\$750.00
- Campus Liquor Complex (City) .....\$500.00
- Campus Liquor Complex (County) .....\$500.00
- Campus Liquor Complex (State) .....\$500.00
- Club License (City) .....\$308.75
- Club License (County).....\$308.75
- Distillery Pub License (City).....\$750.00
- Distillery Pub License (County) .....\$750.00
- Hotel and Restaurant License (City).....\$500.00
- Hotel and Restaurant License (County) .....\$500.00
- Hotel and Restaurant License with one optional premises (City).....\$600.00
- Hotel and Restaurant License with one optional premises (County).....\$600.00

## Section B Liquor License Fees\* (Continued)

<input type="checkbox"/> Liquor–Licensed Drugstore (City).....	\$227.50
<input type="checkbox"/> Liquor–Licensed Drugstore (County).....	\$312.50
<input type="checkbox"/> Lodging & Entertainment - L&E (City) .....	\$500.00
<input type="checkbox"/> Lodging & Entertainment - L&E (County).....	\$500.00
<input type="checkbox"/> Manager Registration - H & R .....	\$30.00
<input type="checkbox"/> Manager Registration - Tavern .....	\$30.00
<input type="checkbox"/> Manager Registration - Lodging & Entertainment .....	\$30.00
<input type="checkbox"/> Manager Registration - Campus Liquor Complex .....	\$30.00
<input type="checkbox"/> Optional Premises License (City) .....	\$500.00
<input type="checkbox"/> Optional Premises License (County).....	\$500.00
<input type="checkbox"/> Racetrack License (City) .....	\$500.00
<input type="checkbox"/> Racetrack License (County).....	\$500.00
<input type="checkbox"/> Resort Complex License (City).....	\$500.00
<input type="checkbox"/> Resort Complex License (County).....	\$500.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (County) .....	\$160.00
<input type="checkbox"/> Related Facility - Campus Liquor Complex (State) .....	\$160.00
<input type="checkbox"/> Retail Gaming Tavern License (City).....	\$500.00
<input type="checkbox"/> Retail Gaming Tavern License (County).....	\$500.00
<input type="checkbox"/> Retail Liquor Store License - Additional (City).....	\$227.50
<input type="checkbox"/> Retail Liquor Store License - Additional (County).....	\$312.50
<input type="checkbox"/> Retail Liquor Store (City) .....	\$227.50

**Section B Liquor License Fees\* (Continued)**

- Retail Liquor Store (County).....\$312.50
- Tavern License (City).....\$500.00
- Tavern License (County).....\$500.00
- Vintners Restaurant License (City).....\$750.00
- Vintners Restaurant License (County).....\$750.00

**Questions? Visit: [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information**

Do not write in this space - For Department of Revenue use only

**Liability Information**

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

\$



## APPLICATION REVIEW CHECKLIST

<b>DATE:</b>		12/31/2024		<b>ACCOUNT #:</b>		42-65354-0000		
<b>BUSINESS NAME:</b>		TAINTED ROSE PUB AND GRUB, LLC						
<b>TRADE NAME:</b>		" "						
<b>TYPE</b> <input type="checkbox"/> NEW <input checked="" type="checkbox"/> TRANSFER				<input checked="" type="checkbox"/> LLC <input type="checkbox"/> CORP <input type="checkbox"/> SOLE <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> OTHER <input type="checkbox"/> SEP				
<b>Y</b>	<b>N</b>	<b>DOCUMENT CHECKLIST</b>			<b>Y</b>	<b>N</b>	<b>COMPUTER CHECKLIST</b>	
X		LOCAL APPLICATION COMPLETE					TRADE NAME	
	N/A	APPLICATION FILED MORE THAN 30 DAYS BEFORE PUBLIC HEARING?				X	CORRECT FEES PAID (LOCAL/STATE)	
X		STATE LICENSE COMPLETED						
	X	POSSESSION OF PREMISE IN NAME OF APPLICANT						
X		SALES TAX LICENSE IN NAME OF APPLICANT						
X		DIAGRAM – OUTLINED IN BLACK			X		ADD FINANCIAL INTERESTS	
X		MANAGER NAMED – H&R, TAVERN			X		FOOD SERVICE ASSURED	
X		INDIVIDUAL HISTORY RECORDS/ PRINTS OR MASTER FILE				X	ISSUE LICENSE	
X		FINGERPRINTS COMPLETED / MASTER FILE LOCATED			X		SET HEARING DATE (Consent Only) 1/16/25	
X		TRANSFER & WHOLESALE AFFIDAVIT			X		SEND HEARING NOTE TO APPLICANT	
				<b>ITEMS THAT NEED TO BE CORRECTED</b>				
				Missing whosaler affidavits from Budwieser & Coors				
X		ARTICLES OF INCORPORATION			Fully executed lease. Owner / Landlord out of the country			
X		ZONING COMPATIBLE			Lease due Friday, January 3, 2025			
<b>Y</b>	<b>N</b>	<b>CORPORATE, LLC, SP INFORMATION</b>			Sales Tax receipts from Shommy's			
	N/A	DR 4679 – SOLE PROPRIETOR			August - December 2024			
	X	ARTICLES OF INCORPORATION						
X		CERTIFICATE OF GOOD STANDING						
	X	BY-LAWS						
X		ARTICLES OF ORGANIZATION – LLC's (SOS)						
X		OPERATING AGREEMENT						
<b>DATE OK TO ISSUE</b>		<b>REVIEWERS INITIALS &amp; DATE</b>						
<b>ACTION TAKEN BY REVIEWER – BE SPECIFIC (date and times)</b>								
FINGERPRINTS SENT TO CBI 12/30/24								
WARRANT CHECK CLEAR 12/30/2024								
REVIEWED WHOSALER AFFIDAVITS FROM CENTRAL DIST., MTN BEVERAGE AND REPUBLIC NATIONAL 12/30/2024								
RECEIVED INTENT TO LEASE LETTER FROM CO MGMT TO ROSANNA DENTON 12/31/2024								
SPOKE TO OPERATIONS MANAGER ZACH SCHAFFER WHO CONFIRMED HE IS IN PROCESS OF FINALIZING LEASE FOR ROSANNA DENTON AKA TAINTED ROSE P&G 12/31/24 5:00 PM								

# Application Documents Checklist and Worksheet

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

**Questions? Visit:** [SBG.Colorado.gov/Liquor](http://SBG.Colorado.gov/Liquor) for more information

**Items submitted, please check all appropriate boxes completed or documents submitted**

## I. Applicant information

- Applicant/Licensee identified
- State sales tax license number listed or applied for at time of application
- License type or other transaction identified
- Return originals to local authority (additional items may be required by the local licensing authority)
- All sections of the application need to be completed
- Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

## II. Diagram of the premises

- No larger than 8½" X 11"
- Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- Separate diagram for each floor (if multiple levels)
- Return originals to local authority (additional items may be required by the local licensing authority)
- Kitchen - identified if Hotel and Restaurant
- Bold/Outlined Licensed Premises

## III. Proof of property possession (One Year Needed)

- Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

#### IV. Background information (DR 8404-I) and financial documents

- Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)
- Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State

**Do not complete fingerprint cards prior to submitting your application.**

The Vendors are as follows:

##### **IdentoGO**

Appointment Scheduling Website: <https://uenroll.identogo.com/workflows/25YQHT>

Phone: 844-539-5539 (toll-free)

IdentoGO FAQs: <https://www.colorado.gov/pacific/cbi/identification-faqs>

State Liquor Code for IdentoGO: 25YQHT

##### **Colorado Fingerprinting**

Appointment Scheduling Website: <http://www.coloradofingerprinting.com/cabs/>

Phone: 720-292-2722 833-224-2227 (toll free)

State Liquor Code for Colorado Fingerprinting: C030LIQI

- Purchase agreement, stock transfer agreement, and/or authorization to transfer license
- List of all notes and loans (Copies to also be attached)

#### V. Sole proprietor/husband and wife partnership (if applicable)

- Form DR 4679 Lawful Presence Affidavit
- Copy of State issued Driver's License or Colorado Identification Card for each applicant

#### VI. Corporate applicant information (if applicable)

- Certificate of Incorporation
- Certificate of Good Standing
- Certificate of Authorization if foreign corporation (out of state applicants only)

#### VII. Partnership applicant information (if applicable)

- Partnership Agreement (general or limited).
- Certificate of Good Standing

#### VIII. Limited Liability Company applicant information (if applicable)

- Copy of articles of organization
- Certificate of Good Standing
- Copy of Operating Agreement (if applicable)
- Certificate of Authority if foreign LLC (out of state applicants only)

#### IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

- \$30.00 fee
- If owner is managing, no fee required

- 1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?.....  Yes  No
- 2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
  - a. Been denied an alcohol beverage license?.....  Yes  No
  - b. Had an alcohol beverage license suspended or revoked?.....  Yes  No
  - c. Had interest in another entity that had an alcohol beverage license suspended or revoked?.....  Yes  No

If you answered yes to a, b or c above, explain in detail on a separate sheet.

- 3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?.....  Yes  No

If "yes", explain in detail.

- 4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?.....  Yes  No

or

Waiver by local ordinance?  Yes  No

Other

- 5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.....  Yes  No

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?....  Yes  No

b. Are you a Colorado resident?.....  Yes  No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any **current** financial interest in said business including any loans to or from a licensee.....  Yes  No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?.....  Yes  No

Ownership  Lease  Other (Explain in detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
COMgmt, LLC		

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9.....  Yes  No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

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

Last Name

First Name

[Redacted area]

Last Name

First Name

[Empty name input fields]

Date of Birth (MM/DD/YY)

FEIN or SSN Number

Interest/Percentage

[Empty date, FEIN/SSN, and interest input fields]

Last Name

First Name

[Empty name input fields]

Date of Birth (MM/DD/YY)

FEIN or SSN Number

Interest/Percentage

[Empty date, FEIN/SSN, and interest input fields]

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

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

Has a local ordinance or resolution authorizing optional premises been adopted?...  Yes  No

Number of additional Optional Premise areas requested. (See license fee chart)

[Input field containing the number 1]

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?.....  Yes  No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable documentation**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?.....  Yes  No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?.....  Yes  No

c. How long has the club been incorporated?.....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?.....  Yes  No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached).....  Yes  No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?.....  Yes  No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?.....  Yes  No

**If "yes" please provide a copy of the contract with the institution of higher education to provide food services.**

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

First Name of Manager

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.....  Yes  No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

- a. Is the related facility located within the boundaries of the Campus Liquor Complex?.....  Yes  No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager

First Name of Manager

18. Tax Information.

- a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?.....  Yes  No

- b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....  Yes  No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant**. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name  Date of Birth (MM/DD/YY)

Street Address

Name  Date of Birth (MM/DD/YY)

Street Address

Name  Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Name  Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Name  Date of Birth (MM/DD/YY)

Street Address

City	State	ZIP Code	Position	%Owned
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

\*\* If applicant is owned 100% by a parent company, please list the designated principal officer on above.

\*\* Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

\*\* If total ownership percentage disclosed here does not total 100%, applicant must check this box:

Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

### Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name

Title

Rosanna Denton

owner

Authorized Signature

Date (MM/DD/YY)

Rosanna Denton

12/26/24

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

Date application filed with local authority

Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)

12/26/24

01/16/25

For Transfer Applications Only - Is the license being transferred valid?.....  Yes  No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

Fingerprinted

Subject to background investigation, including NCIC/CCIC check for outstanding warrants

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

(Check One)

Date of inspection or anticipated date

Will conduct inspection upon approval of state licensing authority

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000? .....  Yes  No

Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000? .....  Yes  No

**NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? .....  Yes  No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for  Telephone Number  Town, City  County

Printed Name  Title

Signature  Date (MM/DD/YY)

Printed Name  Title

Signature  Date (MM/DD/YY)

### Tax Check Authorization, Waiver, and Request to Release Information

I, Rosanna Denton

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")  
Rosanna Denton / Tainted Rose Pub and Grub

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Tainted Rose Pub and Grub (Rosanna Denton)

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

970 285 9741

Street Address

28 Cardinal Way

City

State

ZIP Code

Parachute

CO

81635

Printed name of person signing on behalf of the Applicant/Licensee

Rosanna Denton

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

Rosanna Denton

12/26/24

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

## Individual History Record

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

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

Name of Business

Tainted Rose Pub and grub

Home Phone Number

Cellular Number

2105 982 4772

Your Full Name (last, first, middle)

Denton Luke Aaron

List any other names you have used

Mailing address (if different from residence)

Email Address

LA.Denton1992@gmail.com

1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)

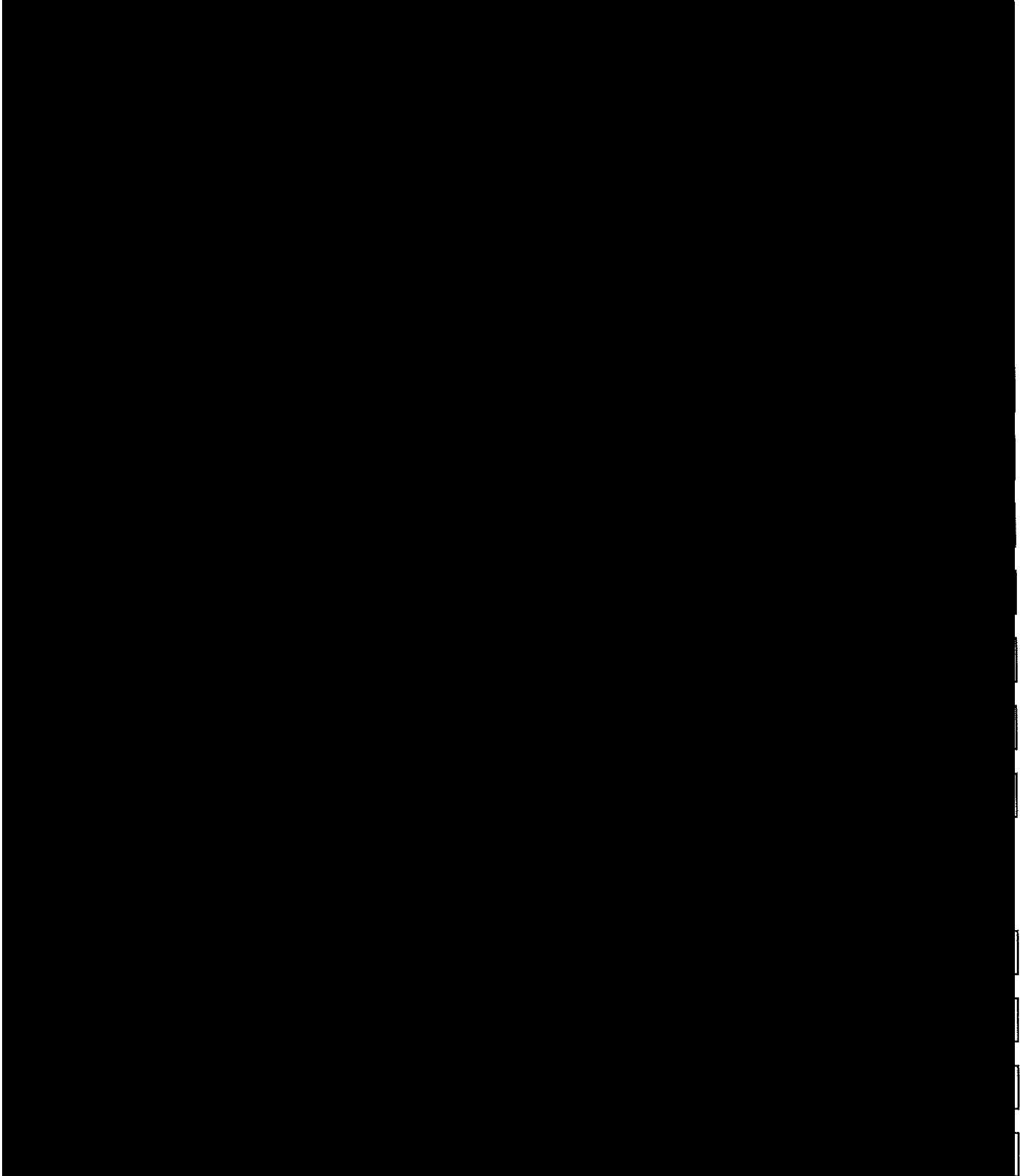
Current Street and Number

[Redacted]

Current City, State, ZIP

[Redacted]

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)



### Individual History Record (Continued)

Name of Relative

Relationship to You:

Position Held

Name of Licensee

Name of Relative

Relationship to You:

Position Held

Name of Licensee

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? .....  Yes  No

(If yes, answer in detail.)

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?.....  Yes  No

(If yes, answer in detail.)

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?.....  Yes  No

(If yes, answer in detail.)

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?....  Yes  No

(If yes, answer in detail.)

[Redacted area for professional license details]

Personal and Financial Information

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

Date of Birth Social Security Number Place of Birth [Redacted]

U.S. Citizen  Yes  No [Redacted]

Name of District Court Naturalization Certificate Number Date of Certification [Redacted]

If an Alien, Give Alien's Registration Card Number Permanent Residence Card Number [Redacted]

Height Weight Hair Color Eye Color Gender [Redacted]

Do you have a current Driver's License/ID? If so, give number and state. ....  Yes  No

Driver's License Number Driver's License State [Redacted]

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... 150,000

10. List the total amount of the personal investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid..... 0

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

Personal and Financial Information (Continued)

11. Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

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

12. Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
Cash	150,000	Checking
Bank Name	Amount	
Canvas	150,000	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	
Type: Cash, Services or Equipment	Loans	Account Type
Bank Name	Amount	

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

Name of Lender	Address
Term	Security
	Amount

Personal and Financial Information (Continued)

Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Lender		Address
<input type="text"/>		<input type="text"/>
Term	Security	Amount
<input type="text"/>	<input type="text"/>	<input type="text"/>

Oath of Applicant

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

Authorized Signature

*Rosanna Denton*

Print Signature

Rosanna Denton

Title

OWNER

Date (MM/DD/YY)

12-26-24

DR 8404-1 (03/06/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO Box 17087  
Denver CO 80217-0087  
(303) 205-2300

### Individual History Record

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

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

Name of Business

Tainted Rose Pub and Grub

Home Phone Number

Cellular Number

405 982 4658

Your Full Name (last, first, middle)

Denton Rosanna Destiny

List any other names you have used

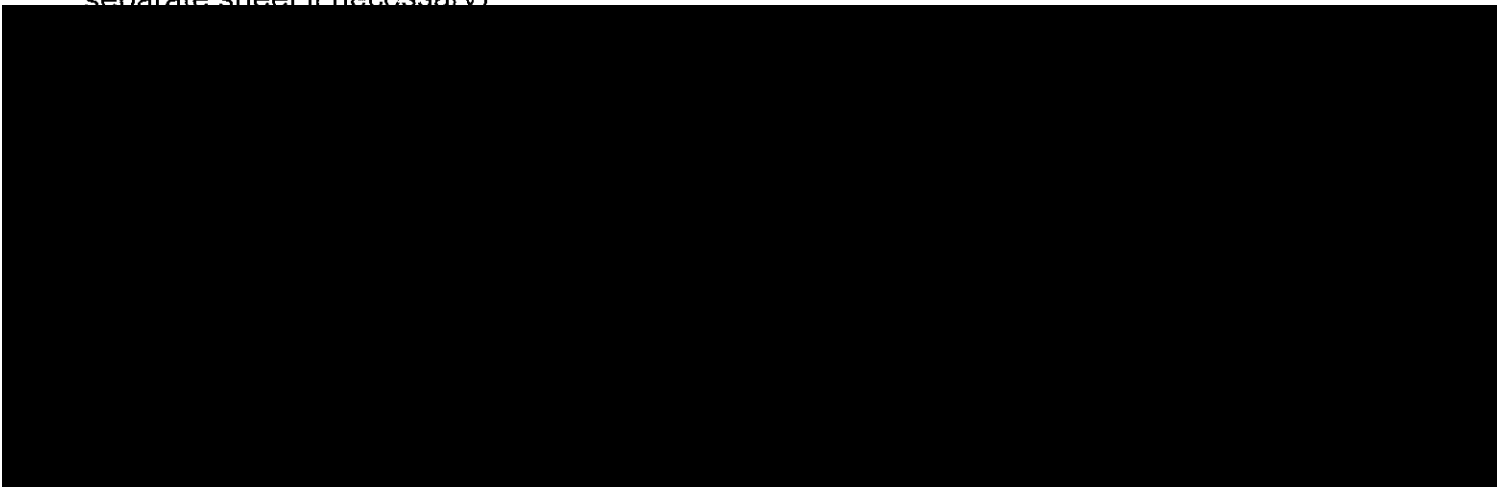
(Rose) Connolly ← maiden name

Mailing address (if different from residence)

Email Address

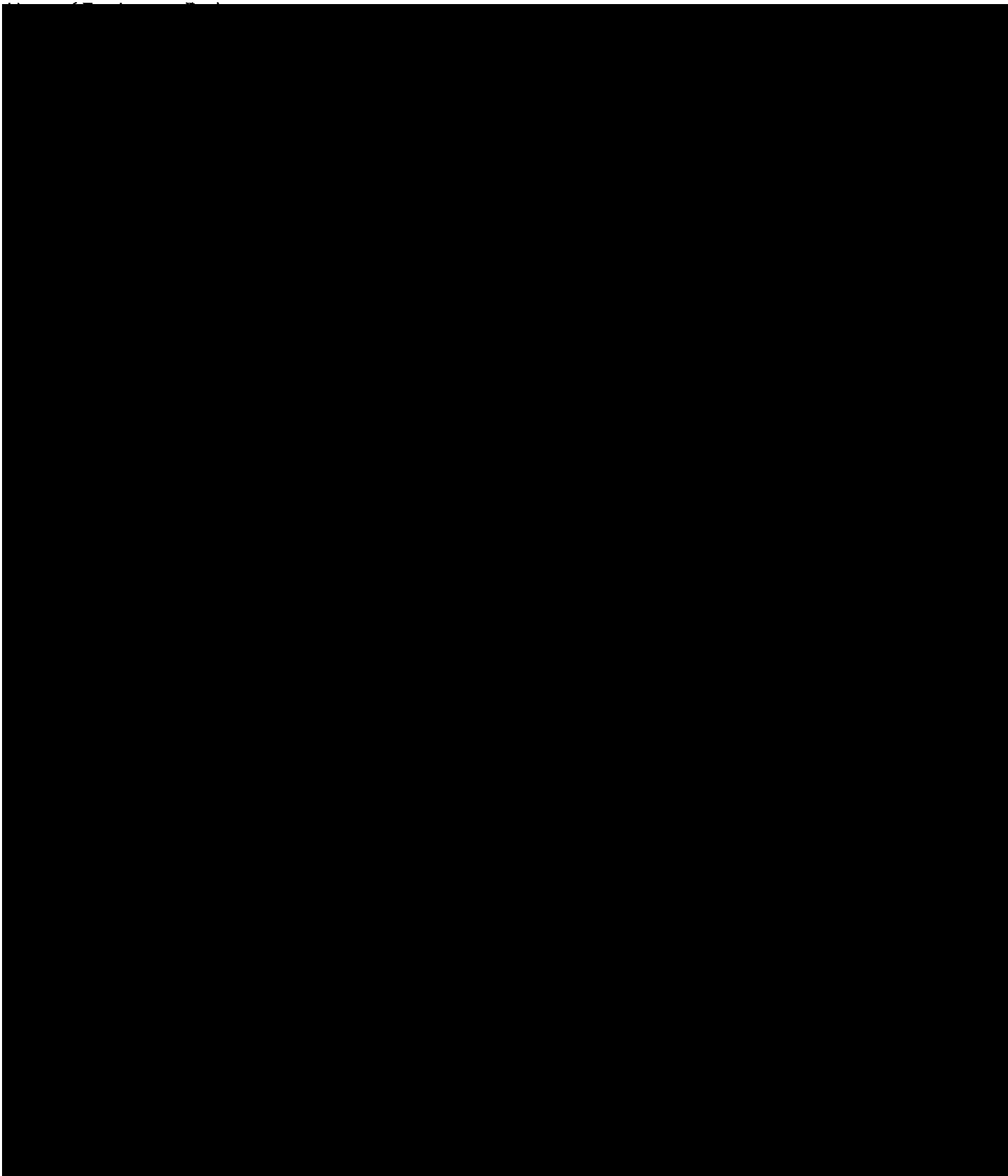
TaintedRosePubNGrub@gmail.com

- 1. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)



Individual History Record (Continued)

2. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)



Individual History Record (Continued)

Name of Relative

Relationship to You:

[Empty text box for Name of Relative]

[Empty text box for Relationship to You]

Position Held

Name of Licensee

[Empty text box for Position Held]

[Empty text box for Name of Licensee]

Name of Relative

Relationship to You:

[Empty text box for Name of Relative]

[Empty text box for Relationship to You]

Position Held

Name of Licensee

[Empty text box for Position Held]

[Empty text box for Name of Licensee]

4. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? .....  Yes  No

(If yes, answer in detail.)

[Empty text box for answer to question 4]

5. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States?.....  Yes  No

(If yes, answer in detail.)

[Empty text box for answer to question 5]

6. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending?.....  Yes  No

(If yes, answer in detail.)

[Empty text box for answer to question 6]

7. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence?.....  Yes  No

(If yes, answer in detail.)

[Empty text box for answer to question 7]

Individual History Record (Continued)

8. Have you ever had any professional license suspended, revoked, or denied?.....  Yes  No

(If yes, answer in detail.)

[Redacted area for answer to question 8]

Personal and Financial Information

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

Form fields for Personal Information: Social Security Number, Place of Birth, U.S. Citizen, Naturalization Certificate Number, Date of Certification, etc.

Do you have a current Driver's License/ID? If so, give number and state. ....  Yes  No

Form fields for Driver's License: Driver's License Number, Driver's License State

Financial Information

9. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other..... 150,000

10. List the total amount of the personal investment, made by the person listed on page 1 in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid.....

NOTE: If corporate investment only, please skip to and complete question 12

NOTE: Question 10 should reflect the total of questions 11 and 13

**Personal and Financial Information (Continued)**

**11.** Provide details of the personal investment described in question 10. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Account Type
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Bank Name	Amount
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Type: Cash, Services or Equipment	Account Type
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Bank Name	Amount
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Type: Cash, Services or Equipment	Account Type
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Bank Name	Amount
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Type: Cash, Services or Equipment	Account Type
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Bank Name	Amount
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>

**12.** Provide details of the corporate investment described in question 9. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

Type: Cash, Services or Equipment	Loans	Account Type
<input style="width:100%; height:25px;" type="text" value="Cash"/>	<input style="width:100%; height:25px;" type="text" value="150,000"/>	<input style="width:100%; height:25px;" type="text" value="Checking"/>
Bank Name	Amount	
<input style="width:100%; height:25px;" type="text" value="Canvas"/>	<input style="width:100%; height:25px;" type="text" value="150,000"/>	
Type: Cash, Services or Equipment	Loans	Account Type
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Bank Name	Amount	
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>	
Type: Cash, Services or Equipment	Loans	Account Type
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Bank Name	Amount	
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>	

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

Name of Lender	Address
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Term	Amount
<input style="width:100%; height:25px;" type="text"/>	<input style="width:100%; height:25px;" type="text"/>
Security	
<input style="width:100%; height:25px;" type="text"/>	

Personal and Financial Information (Continued)

Name of Lender

Address

[Empty box for Name of Lender]

[Empty box for Address]

Term

Security

Amount

[Empty box for Term]

[Empty box for Security]

[Empty box for Amount]

Name of Lender

Address

[Empty box for Name of Lender]

[Empty box for Address]

Term

Security

Amount

[Empty box for Term]

[Empty box for Security]

[Empty box for Amount]

Name of Lender

Address

[Empty box for Name of Lender]

[Empty box for Address]

Term

Security

Amount

[Empty box for Term]

[Empty box for Security]

[Empty box for Amount]

Oath of Applicant

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

Authorized Signature

[Handwritten signature: Luke Denton]

Print Signature

[Printed signature: Luke Denton]

Title

[Printed title: owner]

Date (MM/DD/YY)

[Printed date: 12-26-24]

## Tax Check Authorization, Waiver, and Request to Release Information

I, Luke Denton

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Luke Denton / Tainted Rose Pub and Grub

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Tainted Rose Pub and Grub / Luke Denton

[Redacted]

Street Address

[Redacted]

Printed name of person signing on behalf of the Applicant/Licensee

Luke Denton

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

*Luke Denton*

12-26-24

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8004 (04/30/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

# Wholesaler Affidavit of Compliance

## Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)	C/N: 144321
CENTRAL DISTRIUBTING COMPANY	

Trade Name of Establishment / Doing Business As (DBA)
CENTRAL DISTRIBUTING COMPANY

License Number	Phone Number	Email Address
04-34880-0002/0008	(970) 243-0024	joellen@centraldistributing.ws

Physical Address
3244 F 1/2 Road

City	State	ZIP Code
CLIFTON	CO	81520

Transferor Retailer Licensee Name
Shommy's

Trade Name of Establishment / Doing Business As (D B A)
Shommy's

License Number	Phone Number
	(970) 712-3439

Physical Address
28 Cardinal Way

City	State	ZIP Code
Parachute	CO	81635

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

Paid In Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)  
**Note:** If Paid In full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

Not Paid In Full

Wholesaler
CENTRAL DISTRIBUTING COMPANY

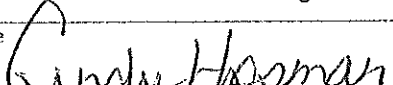
Printed Name
JoEllen Gracey joellen@centraldistributing.ws

Title
A/R

Signature	Date (MM/DD/YY)
	12/26/24

## Wholesaler Affidavit of Compliance

### Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Mountain Beverage Co LLC			License Number 042-61731	
Trade Name of Establishment/Doing Business As (DBA) Mountain Beverage			Phone Number 970-777-4000	
Physical Address 712 Spring Buck Road	City Gypsum	State CO	ZIP 81637	
Email Address Cindy.Hosman@mountainbeverage.com				
Transferor Retailer Licensee Name JKLMN LLC			License Number 42-65354-0000	
Trade Name of Establishment/Doing Business As (DBA) Shommy's			Phone Number <u>(970) 379-4283</u>	
Physical Address 0028 Cardinal Way	City Parachute	State CO	ZIP 81635	
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: <input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. <input type="checkbox"/> Not Paid in Full				
Wholesaler: Mountain Beverage Co LLC				
Signature 	Print Cindy Hosman	Title Controller	Date 12/26/2024	

## Wholesaler Affidavit of Compliance

### Section 44-3-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Republic National Distributing Company			License Number 28499270004	
Trade Name of Establishment/Doing Business As (DBA) Republic National Distributing Company			Phone Number	
Physical Address 8000 Southpark Terrace		City Littleton	State CO	ZIP 80120
Email Address atl_ebs_coll@rndc-usa.com				
Transferor Retailer Licensee Name SHOMMYS			License Number 42-65354-0	
Trade Name of Establishment/Doing Business As (DBA) SHOMMYS			Phone Number (970) 285-9711	
Physical Address 28 CARDINAL WAY		City Parachute	State CO	ZIP 81635
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 44-3-303(1)(d), C.R.S.)  <b>Note:</b> If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>				
Wholesaler: Republic National Distributing Company				
Signature <i>Nakia J Lewis</i>	Print Nakia J Lewis	Title SR. Ar Specialist	Date 12/30/24	



KITCHEN

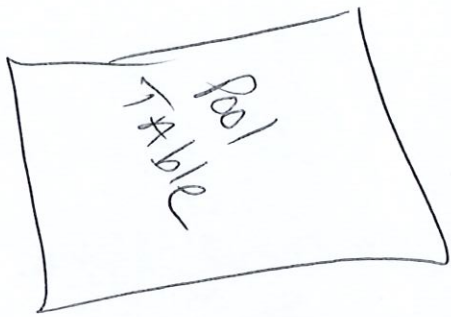
HALLWAY

SEAT/TABLE



DRIVE THRU WINDOW FOR SERVING OUT DOOR SEATING

NO



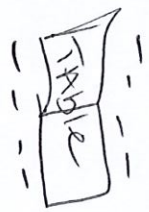
BOOTH'S

SEAT/TABLE

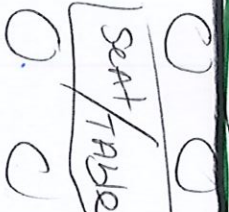


BAR AREA

8ft



SEAT/TABLE



FRONT DOOR

No Alcohol beyond this sign Point sign

Gate

Interlocking Fence

5ft

QUESTION SIGN

5ft

Collapsible

NO

**Dear Rosanna Denton,**

I would like to present this letter of intent, signifying our company's interest in transferring our current lease to the concerned party if it meets our financial criteria.

Currently the tenant JKLMN LLC(Tenant) leases the certain premises located at 28 Cardinal Way Parachute, Colorado 81635-8423(the premises) from Co MGMT LLC(Landlord).

The following are the Main terms and conditions of Lease.

**Term:** Initial term is for 5 years, with option to renew for two (02) and additional Five (05) years.

**Rent:** Rent will be \$2,500 per month


**Property Taxes:** Tenant shall be responsible for payment of all real and personal property taxes.

**Utility Bills:** Tenant shall pay all charges for utilities provided to the Leased Premises.

**Insurance:** Tenant shall, at its expense, provide and keep in force all insurance coverages for the benefit of Landlord and Tenant.



Mohammad Chotani  
Co MGMT LLC

  
12-31-24



Both Clear + Valid. No Warrants.  
12/30/24 12:00pm

**SALES AGREEMENT**

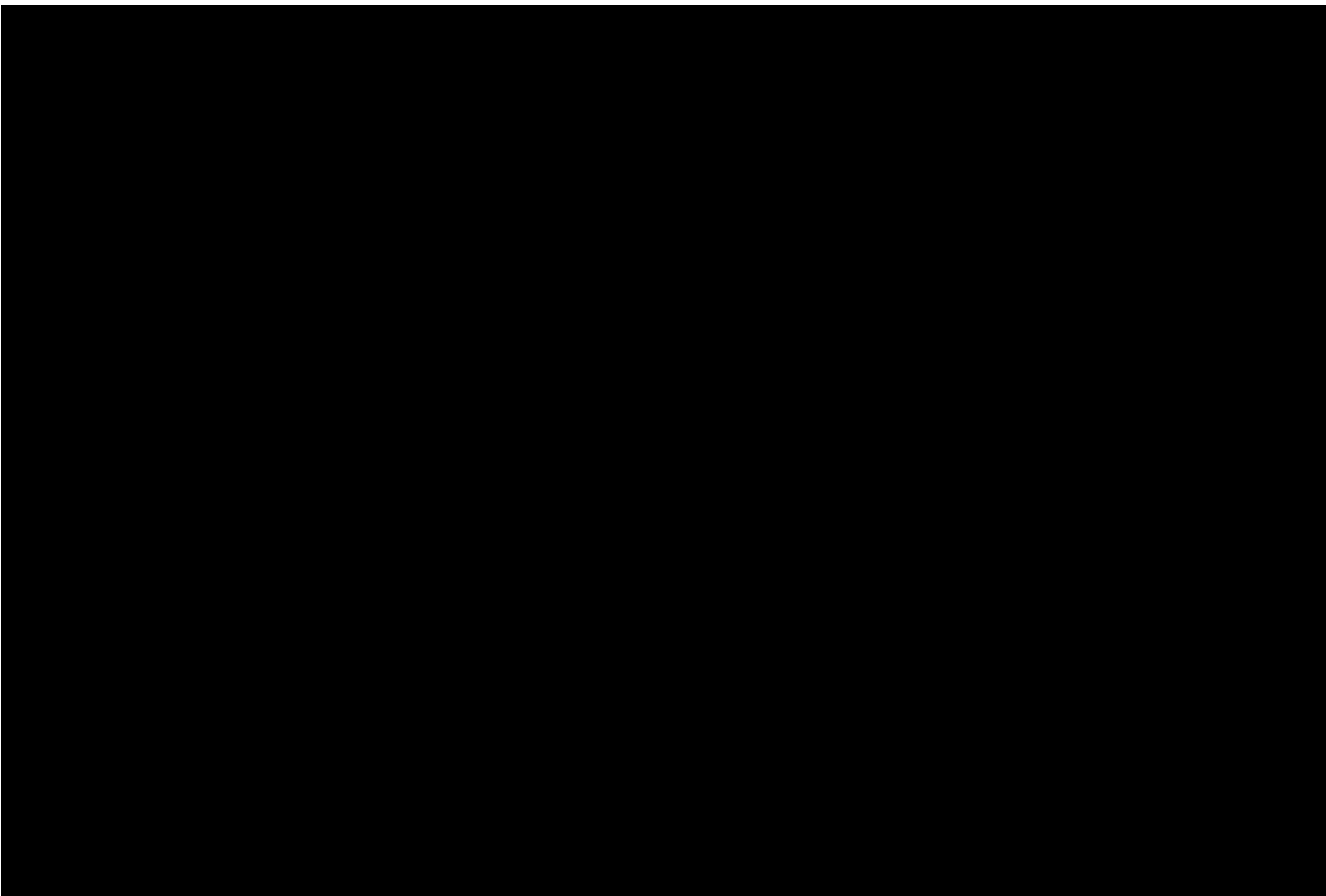
This Sales Agreement is entered into on 12/26/2025 by :

**Seller:**

Shawna Marie Nolan  
541 minter ave p.o box 155  
DeBeque Colorado 81630  
(970)712-3439  
Shommys@live.com

**Buyer:**

Rosanna Destiny Denton  
200 Colorado ave apt 7307  
Parachute Colorado 81635  
405-982-4658  
[Taintedrosepubn grub@gmail.com](mailto:Taintedrosepubn grub@gmail.com)

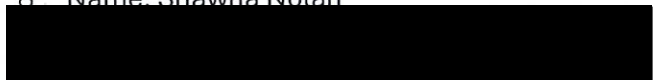


AFFIDAVIT OF AUTHORIZATION FOR LIQUOR LICENSE TRANSFER  
STATE OF COLORADO  
COUNTY OF GARFIELD

BEFORE ME, the undersigned authority, personally appeared Shawna Nolan, owner of JKLMN, LLC, hereinafter referred to as the "Affiant," who, after being duly sworn, deposes and states as follows:

1. **Affiant's Information:**

- o Name: Shawna Nolan



2. **Business and Liquor License Information:**

- o Business Name: JKLMN, LLC
- o Business Address: 28 Cardinal Way, Parachute, CO 81635
- o Liquor License Number: 42-65354-0000
- o Issuing Authority: State of Colorado Department of Revenue

3. **Buyer Information:**

- o Name: Rosanna D and Luke Denton



4. **Authorization for Transfer:** Affiant hereby authorizes and consents to the transfer of the above-referenced liquor license to Rosanna & Luke Denton (hereinafter referred to as the "Buyer") for use at 28 Cardinal Way, Parachute, CO.

5. **Reason for Transfer:** The transfer is being conducted as part of the sale of the business located at 28 Cardinal Way, Parachute, CO.

6. **Representation and Warranty:** Affiant affirms that:

- o The liquor license is valid and in good standing with the Town of Parachute & State of Colorado.
- o There are no known violations, liens, or encumbrances associated with the license.
- o Affiant has full authority to authorize the transfer of the liquor license.

7. **Acknowledgment of Buyer's Responsibilities:** Buyer acknowledges and agrees to comply with all applicable laws, rules, and regulations regarding the operation of the liquor license.

8. **Further Assistance:** Affiant agrees to cooperate with Buyer and Town of Parachute to complete all necessary documentation and procedures for the successful transfer of the liquor license.

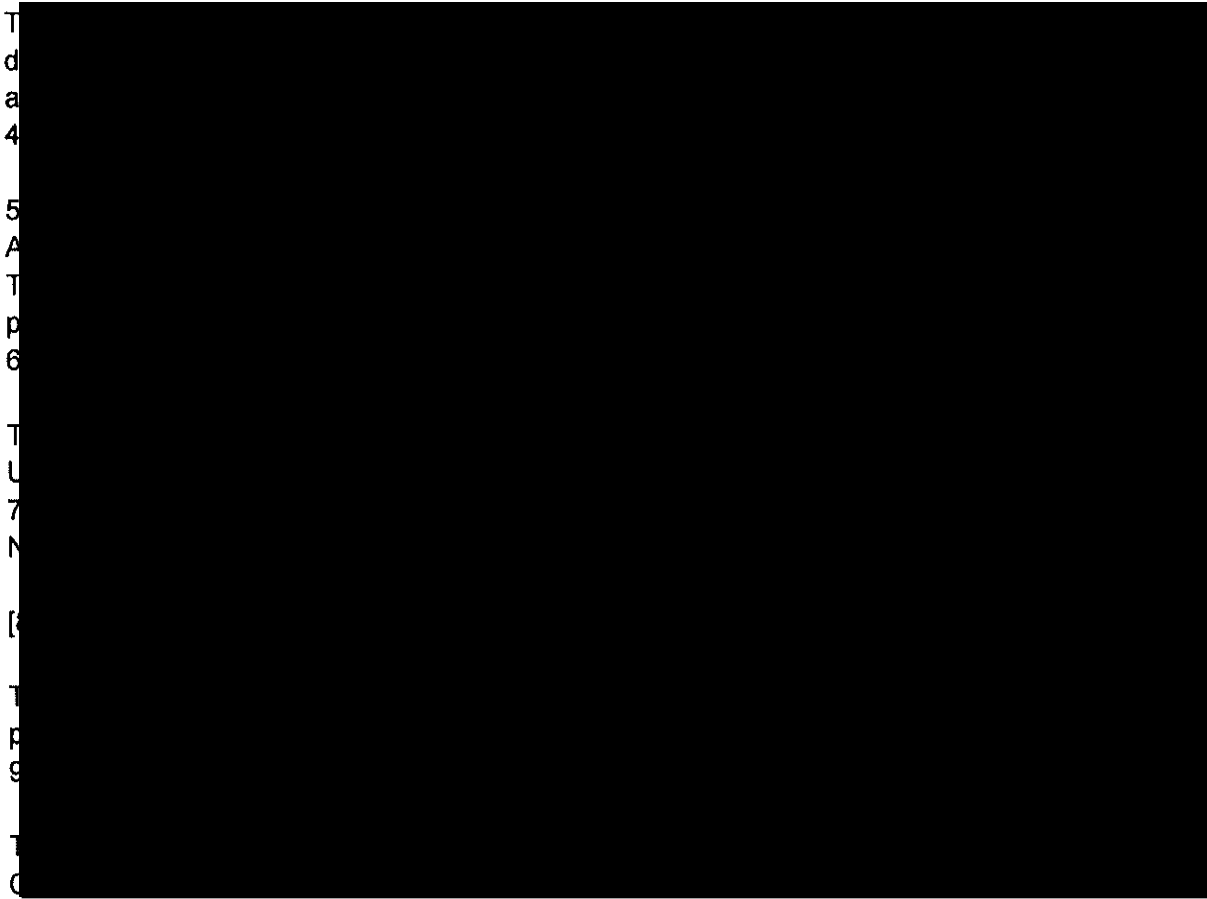
Dated this 26<sup>th</sup> day of December, 2024

Shawna Nolan

SWORN TO AND SUBSCRIBED before me this 26<sup>th</sup> day of December, 2024, by Shawna Nolan.

Notary Public, State of Colorado  
My Commission Expires: 11/19/28

LUZ ELENA SPALENKA  
Notary Public  
State of Colorado  
Notary ID # 20164020607  
My Commission Expires 11-19-2028



10. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior negotiations or agreements. Any amendments must be made in writing and signed by both parties.

11. SIGNATURES

By signing below, both parties agree to the terms outlined in this Sales Agreement.

Seller's Signature: [Signature]  
Name: [Seller's Name]

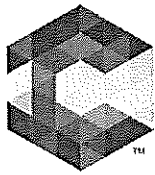
Date: 12.24.24

Buyer's Signature: [Signature]  
Name: [Buyer's Name]

Date: 12-26-24

State of CO County of Garfield  
Subscribed and sworn before me on 12/26/24  
[Signature]  
(Notary Signature)

RAEANNA HUMPHREY  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20244027782  
MY COMMISSION EXPIRES 07/24/2028



# Colorado Secretary of State

Colorado Secretary of State  
ID#: 20248040619  
Document #: 20248040619  
Filed on: 09/25/2024 03:08:00 PM  
Paid: \$50.00

## Articles of Organization for a Limited Liability Company

filed pursuant to § 7-90-301 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

The domestic entity name of the limited liability company is Tainted Rose pub and grub LLC

The principal office street address is

28 Cardinal Way  
Parachute CO 81635  
US

The principal office mailing address is

28 Cardinal Way  
Parachute CO 81635  
US

The name of the registered agent is LegalCorp Solutions, LLC

The registered agent's street address is

501 S. Cherry Street 11th Floor  
Denver CO 80246  
US

The registered agent's mailing address is

501 S. Cherry Street 11th Floor  
Denver CO 80246  
US

The person above has agreed to be appointed as the registered agent for this entity.

The management of the limited liability company is vested in Members

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

Person(s) forming the limited liability company

Rosanna Denton  
28 Cardinal Way  
Parachute CO 81635  
US

Luke Denton  
28 Cardinal Way  
Parachute CO 81635  
US

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., and, if applicable, 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.

**Name(s) and address(es) of the individual(s) causing the document to be delivered for filing**

Rosanna Denton  
28 Cardinal Way  
Parachute CO 81635  
US



### Summary

For this Record...

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Details			
Name	Tainted Rose pub and grub LLC		
Status	Good Standing	Formation date	09/25/2024
ID number	20248040619	Form	Limited Liability Company
Periodic report month	September	Jurisdiction	Colorado
Principal office street address	28 Cardinal Way, Parachute, CO 81635, US		
Principal office mailing address	28 Cardinal Way, Parachute, CO 81635, US		

Registered Agent	
Name	LegalCorp Solutions, LLC
Street address	501 S. Cherry Street 11th Floor, Denver, CO 80246, US
Mailing address	501 S. Cherry Street 11th Floor, Denver, CO 80246, US

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VIII

---

## OPERATING AGREEMENT OF TAINTED ROSE PUB AND GRUB

This Operating Agreement is made and entered into on this 12/26/2024, by and between:

**Rosanna Denton**, an individual residing at 200 Colorado ave apt 7307  
**luke denton at 200 Colorado ave apt 7307**

Collectively referred to as the "Members."

---

### ARTICLE I: FORMATION

**1. Name of Business:**

The business shall be operated under the name **Tainted Rose Pub and Grub** (the "Business").

**2. Principal Place of Business:**

The principal place of business of the Business shall be located at 28 cardinal way or such other place as the Members may designate.

**3. Formation and Purpose:**

The Members hereby form a business as a partnership to operate a pub and restaurant offering food, drinks, and related services.

---

### ARTICLE II: CAPITAL CONTRIBUTIONS

**1. Initial Capital Contributions:**

The Members agree to contribute the following amounts to the Business upon execution of this Agreement:

**2. Additional Capital Contributions:**

Additional capital contributions may be made as agreed upon by the Members in writing. Any contributions shall be documented and added to the capital accounts of each Member.

---

## ARTICLE III: PROFITS, LOSSES, AND DISTRIBUTIONS

### 1. Profit and Loss Allocation:

The profits and losses of the Business shall be allocated to the Members in proportion to their respective capital contributions or as otherwise agreed upon by the Members.

### 2. Distributions:

Distributions of profits shall be made quarterly or as otherwise agreed by the Members. Distributions shall be made in proportion to the Members' capital account balances.

---

## ARTICLE IV: MANAGEMENT AND OPERATIONS

### 1. Management Structure:

The Business shall be managed jointly by the Members. Each Member shall have equal authority in making business decisions, including, but not limited to, hiring employees, purchasing supplies, and setting prices.

### 2. Day-to-Day Operations:

Both Members shall actively participate in the day-to-day operations of the Business. Specific duties may be allocated as follows:

- **Member 1:** responsibilities, such as overseeing food preparation, managing staff, etc.
  - **Member 2:** responsibilities, such as managing finances, marketing, etc.]
- 

## ARTICLE V: MEETINGS AND VOTING

### 1. Regular Meetings:

The Members shall hold regular meetings at least once per month, at a time and place mutually agreed upon.

### 2. Decision Making:

Decisions shall be made by unanimous consent of the Members. If the Members are unable to reach a consensus, the dispute shall be resolved in accordance with the dispute resolution process outlined in Article VI.

---

## ARTICLE VI: DISPUTE RESOLUTION

### 1. Mediation:

In the event of any disagreement or dispute between the Members, the Members agree to attempt to resolve the issue through mediation. A neutral third-party mediator will be selected by mutual agreement.

### 2. Arbitration:

If mediation does not resolve the issue, the dispute shall be resolved through binding arbitration, with the arbitrator's decision being final. Arbitration will take place in [County and State], and the costs of arbitration will be shared equally by the Members.

---

## ARTICLE VII: DISSOLUTION AND TERMINATION

### 1. Dissolution:

The Business may be dissolved upon the unanimous consent of the Members or in accordance with applicable law. In the event of dissolution, the Members shall liquidate the assets of the Business, pay off any outstanding debts, and distribute the remaining assets according to their respective capital account balances.

### 2. Termination of Agreement:

This Agreement may be terminated by mutual agreement of the Members or upon the dissolution of the Business.

---

## ARTICLE VIII: MISCELLANEOUS

### 1. Amendments:

This Agreement may be amended only by a written instrument signed by both Members.

### 2. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

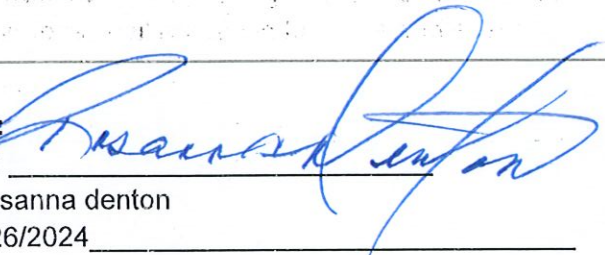
### 3. Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.


---

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written,

Member 1:

Signature:   
Name: Rosanna denton  
Date: 12/26/2024 \_\_\_\_\_

Member 2:

Signature:   
Name: luke denton  
Date: 12/26/2024 \_\_\_\_\_

This operating agreement is a general guideline and may need to be customized further to fit your specific business needs and state regulations. It is highly recommended that you consult with a legal professional to ensure that all legal requirements are met.

# Request For Temporary license

I Rosanna Denton am Requesting a temporary license until Approval

For my Buisness Tainted Rose Pub and Grub  
at 28 cardinal way Parachute CO 81635

X Rosanna Denton  
12-26-24

**Payment Receipt Confirmation**

Your payment was successfully processed.

**Receipt Contact Information**

<b>Contact Name</b>	Liquor Enforcement Division	<b>Contact Url</b>	https://sbg.colorado.gov/contact-the-liquor-and-tobacco-enforcement-division
<b>Contact Email</b>	dor_liqlicensing@state.co.us	<b>Contact Address</b>	1707 Cole Blvd., Suite 300 Lakewood, CO 80401
<b>Contact Phone</b>	303-205-2300		

**Transaction Summary**

Description	Receipt Confirmation	
	Amount	
DOR Liquor Enforcement Division Payment		\$1,700.00
Service Fee		\$39.02
<b>TOTAL</b>		<b>\$1,739.02</b>

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price of items purchased through this service includes revenue used to develop, maintain, and enhance the state's official web portal, Colorado.gov.

**Customer Information**

<b>Customer Name</b>	Rosanna Denton	<b>Receipt Date</b>	12/30/2024
<b>Company Name</b>	Tainted Rose P&G	<b>Receipt Time</b>	10:35:47 AM MST
<b>Local Reference ID</b>	10219cd2-1436-4bb0-9b87-82e7480134d3		

**Payment Information**

<b>Payment Type</b>	Credit Card	<b>Credit Card Number</b>	*****6099
<b>Credit Card Type</b>	VISA	<b>Order ID</b>	241668624
		<b>Name on Credit Card</b>	Rosanna Denton

**Billing Information**

<b>Billing Address</b>	200 Colorado Ave 7307	<b>Phone Number</b>	4059824658
<b>Billing City, State</b>	Parachute, CO	This receipt has been emailed to the address below.	
<b>Billing Zip/Postal Code</b>	81635	<b>Email Address</b>	taintedrosepubngrub@gmail.com
<b>Country</b>	US		

**TOWN OF PARACHUTE  
RESOLUTION NO. 2025-07**

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**A RESOLUTION SUPPORTING THE APPLICATION FOR A TRADITIONAL GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE REPAIR AND RECONSTRUCTION OF HILL STREET AND CARDINAL WAY**

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

**WHEREAS**, the Town of Parachute has submitted a grant application to repair and reconstruct sections of Hill Street and Cardinal Way, requesting a total award of up to \$539,000; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO THAT:**

- Section 1. The above recitals are hereby incorporated as findings by the Town Council.
- Section 2. The Town Council strongly supports the Grant Application submitted by the Town of Parachute and will appropriate matching funds for a grant with Garfield County Federal Mineral Lease District.
- Section 3. If the grant is awarded, the Town Council strongly supports the completion of the project.
- Section 4. The Town Council of the Town of Parachute authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.
- Section 5. If a grant is awarded, the Town Council hereby authorizes the Mayor or Town Manager to sign a Grant Agreement with the GCFMLD

**INTRODUCED, READ, PASSED, AND ADOPTED** as provided by law, by a vote of \_\_\_\_\_ to \_\_\_\_\_ of the Town Council of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 20<sup>th</sup> day of February 2025.

TOWN COUNCIL OF THE  
TOWN OF PARACHUTE, COLORADO

By: \_\_\_\_\_  
Tom Rugaard, Mayor

ATTEST:

\_\_\_\_\_  
Lucy Spalenka, Town Clerk

**TOWN OF PARACHUTE  
RESOLUTION NO. 2025-08**

---

**A RESOLUTION SUPPORTING THE APPLICATION FOR A MINI GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE ACQUISITION OF A PUBLIC WORKS COLD ASPHALT PLANER**

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

**WHEREAS**, the Town of Parachute has submitted a grant application for the Acquisition of a Cold Asphalt Planer for Public Works, requesting a total award of \$28,904; and

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

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO THAT:**

- Section 1. The above recitals are hereby incorporated as findings by the Town Council.
- Section 2. The Town Council strongly supports the Grant Application submitted by the Town of Parachute and will appropriate matching funds for a grant with Garfield County Federal Mineral Lease District.
- Section 3. If the grant is awarded, the Town Council strongly supports the completion of the project and acquisition of the Planer.
- Section 4. The Town Council of the Town of Parachute authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the GCFMLD.
- Section 5. If a grant is awarded, the Town Council hereby authorizes the Mayor or Town Manager to sign a Grant Agreement with the GCFMLD

**INTRODUCED, READ, PASSED, AND ADOPTED** as provided by law, by a vote of \_\_\_\_\_ to \_\_\_\_\_ of the Town Council of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 20th day of February 2025.

**TOWN COUNCIL OF THE  
TOWN OF PARACHUTE, COLORADO**

By: \_\_\_\_\_  
Tom Rugaard, Mayor

**ATTEST:**

\_\_\_\_\_  
Lucy Spalenka, Town Clerk



*Integrity • Respect • Teamwork • Pride • Innovation • Diversity*

222 GRAND VALLEY WAY ▪ PARACHUTE, CO 81635 ▪ (970) 665-1146

Colorado Economic Development Commission  
Colorado Office of Economic Development & International Trade  
1600 N Broadway, Suite 2500  
Denver, CO 80202

**Subject: Letter of Support for the Colorado River Valley Economic Development Partnership Enterprise Zone Contribution Project**

Members of the Committee,

Please accept this letter as an expression of support for the **Colorado River Valley Economic Development Partnership (CRVEDP)** and its **Enterprise Zone Contribution Project tax credit application**. CRVEDP is dedicated to fostering a diverse, resilient, and thriving regional economy by supporting business expansion, workforce development, infrastructure improvements, and community asset enhancement. Through collaborative efforts with local governments, businesses, and regional stakeholders, CRVEDP ensures that economic opportunities are accessible, sustainable, and impactful.

This Enterprise Zone Contribution Project will allow CRVEDP to attract critical funding to advance its initiatives, including industry diversification, workforce capacity-building, and the creation of a business-friendly environment. By supporting new and existing businesses with leadership development programs, economic forums, and digital business resource hubs, this project will empower entrepreneurs, strengthen industries, and create sustainable, well-paying jobs throughout the Colorado River Valley. Additionally, CRVEDP's advocacy for transportation infrastructure improvements will enhance regional connectivity, ensuring that businesses and workers can efficiently access economic opportunities.

The ability to offer up to a **25% state income tax credit** through this Contribution Project will encourage greater private-sector investment in economic development in western Garfield County, accelerating business growth and job creation while providing direct benefits to the local municipalities reliant on sales tax revenue. This funding will ensure long-term regional economic sustainability by expanding business resources, strengthening workforce development, and maintaining critical infrastructure for future economic success.

CRVEDP's vision and mission align with the goals of the **Enterprise Zone program**, ensuring that the Colorado River Valley is positioned for continued growth, increased business retention, and economic diversification. For all these reasons, I respectfully request your full consideration of **CRVEDP's application**, as it will provide lasting economic benefits for businesses, residents, and local governments alike.

Sincerely,

Tom Rugaard  
Mayor – Town of Parachute  
970-285-7630



## TOWN COUNCIL Meeting Schedule & Draft Agendas

All meetings are open to the public and held in the Town Hall Council Chambers; 222 Grand Valley Way, at 6:30 p.m., unless otherwise noted. Agenda items are added to this list as they arise by staff or as requested by Town Council.

Agenda items shown here are tentative and intended for planning purposes only. Please refer to the published agenda for each meeting's scheduled topics and final agenda.

Expected absences are noted below and are considered “excused” by the Town Council, per Article II, Section 6 of the Town Charter.

### Thursday, March 20, 2025

- Presentation: Mt. Callahan & Parachute Island Riverside Trails Feasibility Studies
- Presentation: Garfield Clean Energy Annual Update
- Presentation: Parachute Library Storywalk Installation at Cottonwood Park
- Reso: Adoption of PATS Title VI Program
- Reso: Adoption of PATS ADA Program
- Ord: Adopting 2024 Model Traffic Code
- Ord: Title 15 Amendment – Psilocybin Zoning Restrictions
- Ord: Title 6 Amendment – Modifying 06.01.150 to allow Special Event Merchants to Remit Individually

### Thursday, April 17, 2025

- Public Hearing: Mountain View Plaza URA Plan Adoption – Gateway (tentative)
- Reso: Approval of Cottonwood Park Master Plan
- Reso: Adoption of Utility Rates and Fees
- Presentation: River Bridge Regional Center

### Thursday, May 15, 2025

- Quarterly Financial Report – Q1 2025
- Reso: Adoption of 2025 Utility Rate Adjustments
- Reso: Contract Award for Cardinal Way & Hill St Construction

### Thursday, June 19, 2025

- Reso: Adoption of Updated Employee Handbook & Personnel Policies
- Local TRL Options and Discussion

### Thursday, July 17, 2025

- Review and Approval of 2024 Audit & Financial Statements

Thursday, August 21, 2025

- JOINT WORKSESSION w. GARFIELD COUNTY BOCC – 6 PM
- Quarterly Financial Report – Q2 2025
- Presentation: Compensation / Salary Survey Results

Thursday, September 18, 2025

- Draft 2026 Budget Workshop

Thursday, October 16, 2025

- Draft 2026 Budget Presentation

Thursday, November 20, 2025

- Public Hearing: 2026 Final Budget Adoption
- 2026 Mill Levy Certification

Thursday, December 18, 2025 (TENTATIVE)

**OTHER REQUESTED AGENDA ITEMS / UPCOMING ISSUES, NOT YET SCHEDULED:**

- VRBOs & STR Regulations
- Tiny Home Moratorium Review
- Animal Control Policies and Regulations
- Historical Society Presentation & Updates
- Parking Plan & Enforcement
- Code Enforcement Regulations and Procedures
- TOP Municipal App Usage Update

DR 8400 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Submit to Local Licensing Authority

**EL TAPATIO**  
**PO BOX 604**  
**Parachute CO 81635-0604**

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	750.00
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$</b>

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

### Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

Paid by check  
 Paid Online

Uploaded to Movelt on Date

01/20/25

Licensee Name

EL TAPATIO LLC

Doing Business As Name (DBA)

EL TAPATIO

Liquor License Number

[REDACTED]

License Type

Hotel & Restaurant (city)

Sales Tax License Number

[REDACTED]

Expiration Date

03/25/2025

Due Date

02/08/2025

#### Business Address

Street Address

393 E 2ND ST UNIT #4

Phone Number

9704341703

City, State, ZIP Code

Parachute CO 81635

#### Mailing Address

Street Address

PO BOX 604

City, State, ZIP Code

Parachute CO 81635-0604

Email

Claudia.GP72@hotmail.com

Operating Manager

Claudia A. Espinoza

Date of Birth

[REDACTED]

DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

## Tax Check Authorization, Waiver, and Request to Release Information

I, Claudia Araceli Espinoza

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

El Tapato LLC

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

El Tapatio LLC

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

Street Address

393. 2nd street unit #4

City

State ZIP Code

Parachute

CO

81635

Printed name of person signing on behalf of the Applicant/Licensee

[Redacted]

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

Claudia Espinoza

01-20-25

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

DR 8400 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Submit to Local Licensing Authority

**LOVE'S TRAVEL STOP  
#826  
ATTN: LICENSING, PO  
BOX 26210  
Oklahoma City OK 73126**

Fees Due	
Annual Renewal Application Fee	\$
Renewal Fee	346.25
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$</b>

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

Confidential

### Retail Liquor License Renewal Application

Please verify & update all information below. Return to city or county licensing authority by due date.

Note that the Division will not accept cash.

- Paid by check
- Paid Online

Uploaded to Movelt on Date

Licensee Name

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

Doing Business As Name (DBA)

LOVE'S TRAVEL STOP #826

Liquor License Number

License Type

[REDACTED]
Fermented Malt Beverage On/Off (city)

Sales Tax License Number

Expiration Date

Due Date

[REDACTED]
02/05/2025
12/22/2024

#### Business Address

Street Address

Phone Number

100 EAST CARDINAL WAY, SUITE A
4054638891

City, State, ZIP Code

Parachute CO 81635

#### Mailing Address

Street Address

ATTN: LICENSING, PO BOX 26210

City, State, ZIP Code

Oklahoma City OK 73126

Email

storelicensing@loves.com

Operating Manager

Date of Birth

Brent Hellegaard
06/28/1965

Home Address

Street Address		Phone Number
3037 fruitwood Drive		970-285-9200
City	State	ZIP Code
Grand Junction	CO	81504

1. Do you have legal possession of the premises at the street address?.....  Yes  No

Are the premises owned or rented?  Owned  Rented\*

\*If rented, expiration date of lease

1. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility?.....  Yes  No

If yes, please see the table in the upper right hand corner and include all fees due.

2. Are you renewing a takeout and/or delivery permit?.....  Yes  No

(Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges)

If selecting 'Yes', an additional \$11.00 is required to renew the permit.

If so, which are you renewing?.....  Delivery  Takeout  Both Takeout and Delivery

3. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..  Yes  No

Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?.....  Yes  No

4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?.....  Yes  No

If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.

**Confidential**

1. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?.....  Yes  No

If yes, attach a detailed explanation.

2. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?.....  Yes  No

If yes, attach a detailed explanation.

3. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?.....  Yes  No

If yes, attach a detailed explanation.

**Affirmation & Consent**

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

Type or Print Name of Applicant/Authorized Agent of Business

Amy E. Guzzy

Title

Secretary

Signature

Date (MM/DD/YY)

DocuSigned by:  
Amy E. Guzzy  
720A6F5AE294466...

10/24/2024

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For

Title

Attest

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Confidential

## Tax Check Authorization, Waiver, and Request to Release Information

I,

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter

"Waiver") on behalf of

(the "Applicant/Licensee")

Love's Travel Stops & Country Stores, Inc

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and its duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

**Confidential**

Name (Individual/Business)

Love's Travel Stops & Country Stores, Inc

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

[Redacted]

Street Address

Attn: Licensing, PO Box 26210

City

Oklahoma City

State

OK

ZIP Code

73126

Printed name of person signing on behalf of the Applicant/Licensee

Amy E. Guzzy, Secretary

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) Date Signed

DocuSigned by:

Amy E. Guzzy

720A6F5AE294466...

10/25/2024

**Privacy Act Statement**

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

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## Agenda Item Summary

**To:** Mayor And Town Council  
**From:** Lucy Spalenka, Town Clerk  
**Meeting Date:** Thursday, February 13, 2025  
**Memo Date:** Thursday, February 20, 2025  
**Agenda Item:** F1. Interview of Town Council Candidate, Regina Turner

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### Executive Summary:

As you are aware, the recent vacancy on the Town Council, following the departure of Council Member Birdsey, has necessitated the identification and appointment of a qualified individual to fill this important role. In accordance with the Town Charter, Section 2-6 (Vacancies), “Whenever a vacancy occurs more than one hundred eighty (180) days prior to the next regular Town election, the Town Council shall solicit the general public for applications to fill the vacancy.” The selected individual will serve the remainder of Mr. Birdsey’s term, which concludes on April 7, 2026.

In response to the call for applicants, we have received letters of interest from five individuals eager to contribute their skills and perspectives to the Council. At the regular Town Council meeting on January 16, 2025, four candidates—**Dave A. Blair, Tim Olk, Elisabet Cordova, and Kim Owens**—participated in interviews. Each candidate responded to the following two questions:

1. Please tell us about yourself, your background, and any previous experiences that make you well-qualified and prepared to serve on the Town Council.
2. What do you love most about Parachute, and how do you envision your role on the Town Council contributing to its growth and improvement?

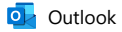
A fifth applicant, **Regina Turner**, was unable to attend due to unforeseen circumstances but formally requested to remain under consideration. After interviewing the four present candidates, the Council determined that Ms. Turner should be given the opportunity to respond to the same questions before the Town Council at the next regular meeting on February 20, 2025. At that time, a final decision on the appointment will be made.

Thank you for your thoughtful consideration of these applicants and your dedication to selecting the best individual to serve our community.

### Attachments:

**Exhibit 1:** Regina Turner Letter of Interest

Lucy Spalenka, Town Clerk



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Town clerk Lucy Spalenka,

---

**From** Regina Turner <reginacrystal85@gmail.com>  
**Date** Thu 1/2/2025 1:15 PM  
**To** Lucy Spalenka <lspalenka@parachute.gov>

Hi my name is Regina c Turner , I am 39 years old , I am a mom and wife I have 21 years experience in the medical field , unfortunately not very much experience in the town council, I have however attended school committees .

I am a Colorado native , I live in parachute and have been here for 6 years now . I absolutely love parachute the beauty of it and the community, I would absolutely love to serve on the council and help with ways to bring in more to the community. I am not sure if I am the candidate you are looking for ,for this position, but I would absolutely love to learn and to expand my knowledge and would love to be able to give back and help serve for this beautiful community.

I look forward to hearing from you. And thank you again for this opportunity. Regina c Turner

[CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe]

# COTTONWOOD PARK MASTER PLAN

PREPARED FOR: TOWN OF PARACHUTE AND PARACHUTE BATTLEMENT MESA PARKS AND RECREATION DISTRICT

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FEBRUARY 20, 2025



Prepared by  
**DESIGNWORKSHOP**

# COLLABORATORS



CONSULTANT TEAM:

## DESIGNWORKSHOP

LANDSCAPE ARCHITECTS & PARK SYSTEM PLANNERS



RECREATION PROGRAMS, OPERATIONS & FUNDING ADVISORS



## AGENDA

- Study Purpose
- Existing Conditions
- Community Outreach Results
- Concepts Explored
- Preferred Concept
- Next Steps



# PROJECT OVERVIEW | FULL STUDY EXTENTS



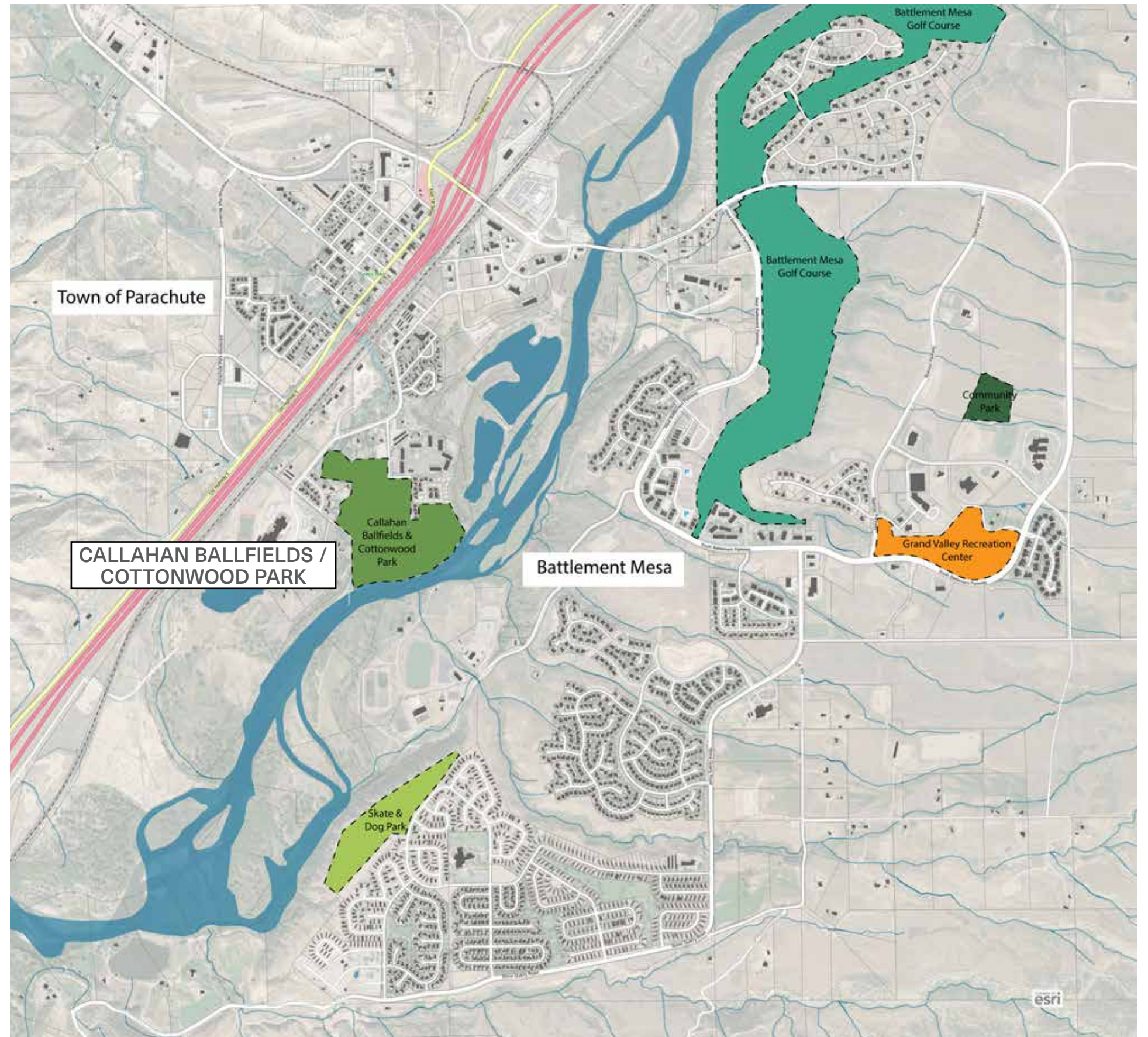
GRAND VALLEY RECREATION CENTER (PBMPRD)



DOG / SKATE PARK (PBMPRD)



WESTERN TOWN PARK (PBMPRD)



# PROJECT TIMELINE

## 1 ESTABLISHING AN UNDERSTANDING

- Context Analysis
- Operations Assessment
- Facility and Property Inventory and Assessment
- Recreational Programming Assessment

## 2 EVALUATION & IDEA EXPLORATION

- Future Use Analysis
- Programming Potentials
- Strategic Plan for Implementation

## 3 PLAN CREATION

- Priorities, Funding and Action Planning
- Plan Document Creation
- Plan Adoption

### ENGAGEMENT WINDOW 1

- Focus Groups
- Online Survey
- Pop-up Events

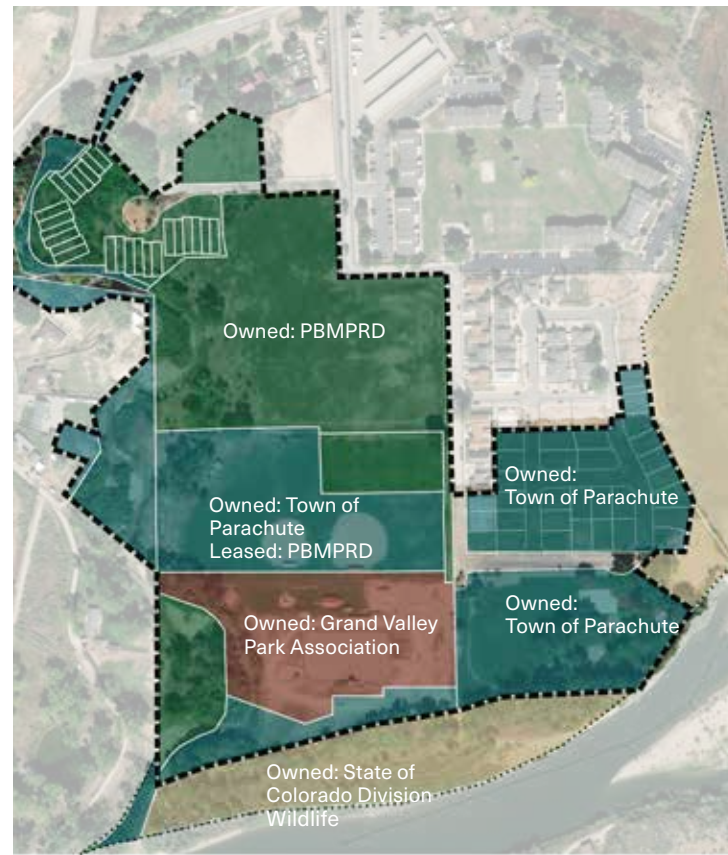
### ENGAGEMENT WINDOW 2

- Open House
- Online Survey



# COTTONWOOD PARK, CALLAHAN BALLFIELDS, AND RODEO GROUNDS

ACRES: 48 ACRES



## CURRENT OWNERSHIP

### STRENGTHS

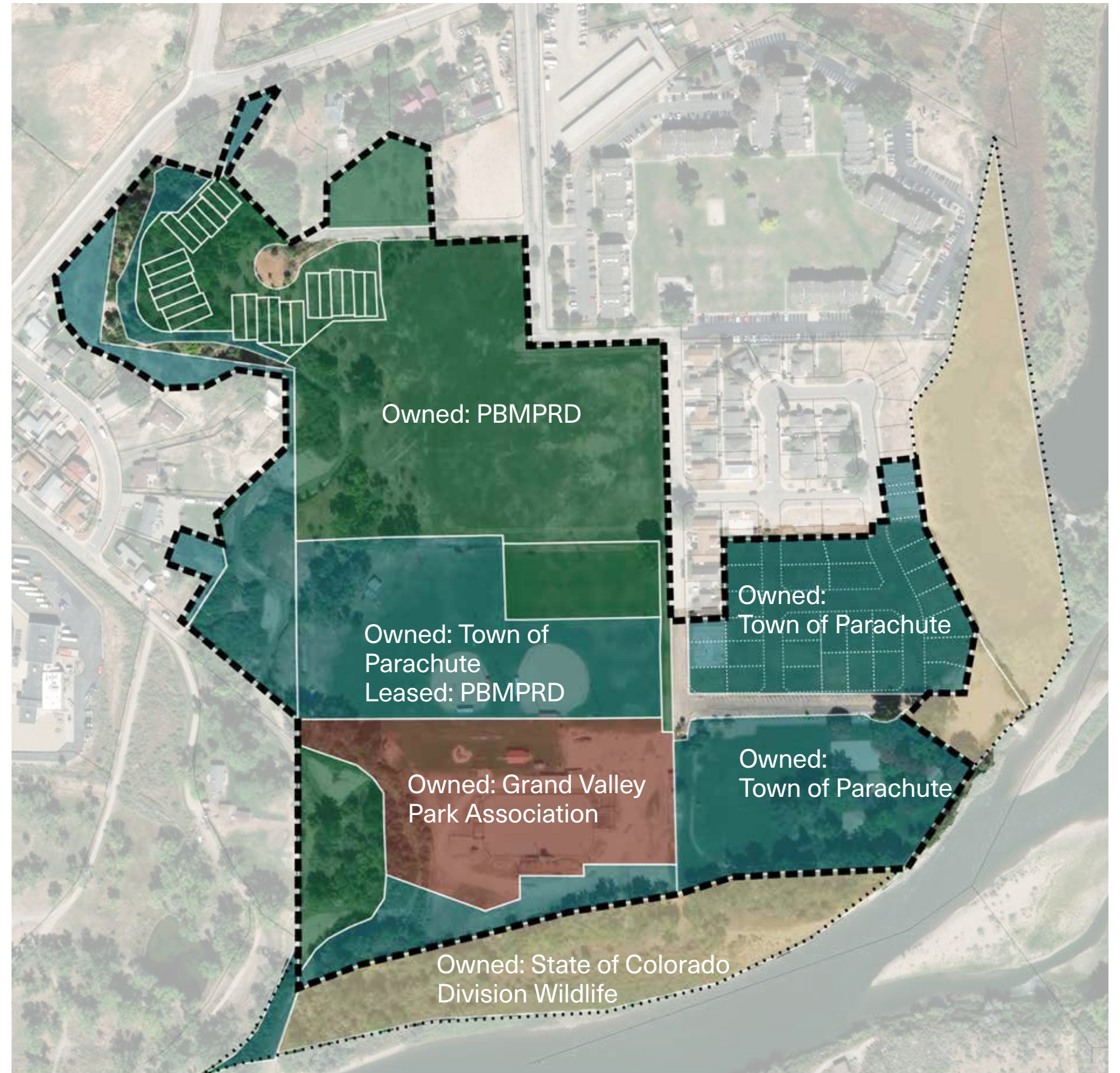
- Well established park with mature shade trees
- Hosts a range of community-supporting amenities
- Location
- Proximity to the Colorado River

### CHALLENGES

- Complexity of ownership and partnerships
- Lack of a cohesive vision for the full public area
- Aging facilities
- Assuring compatible uses with adjacent properties

### OPPORTUNITIES

- Connect the public to the Colorado River
- Connect to CPW / Parachute Ponds
- Trail connection to school / town
- Update amenities and features to better serve the community
- Provide flexible spaces to serve multiple users (arena, courts, fields)
- Additional pavilions / shade and rental opportunities
- Celebrate the community
- Tourism



## EVENTS AT THE SITE



Grand Valley Days



Rockmageddon



# PUBLIC ENGAGEMENT

3

## POP-UP EVENTS

- National Night Out
- Grand Valley Days
- Parachute Plan Jam

30

## OPEN HOUSE PARTICIPANTS

47

## FOCUS GROUP PARTICIPANTS

188

## ONLINE SURVEY PARTICIPANTS



Image Captions: Top L-R

- 1) A Night Out Event Booth
- 2) Focus Groups
- 3) Grand Valley Days Booth
- 4) Grand Valley Days Board
- 4) Open House 2

# PUBLIC ENGAGEMENT TAKEAWAYS

## Cottonwood Park Feedback:

- **Updated**, improved and safer **playground equipment**
- Physical amenities, such as **shade structures**, water fountains, **closer restrooms**, lighting, and a secondary **rentable pavilion**.
- **Improved sports fields** with added shade for spectators.
- Improved **trails** and signage along the river.
- **Improved rodeo grounds** with more seating and parking.
- **More event programming** (music, etc.)

*There are unofficial trails leading to river access. These could be improved on and advertised to help people enjoy the river more.*

*I would love to see a second shelter that could be rented out and/or used.*

*The rodeo grounds to be maintained better. More parking, and more seating for our bigger events.*

## PROGRAMMING DESIRES (ACROSS THE DISTRICT)

	More programming for youth and seniors
	Bolster the youth athletic programs that feed into school teams
	More community-building events
	Improved trail connections and diversity of trail types
	Gathering spaces
	More sport courts and fields
	Shade at fields and playgrounds
	Updated spaces/playgrounds for kids
	Marketing and communication of what offerings exist
	Updates to the recreation center (pool upgrades, activity pool)

# CONCEPT PLAN 1 | ENHANCED PROGRAMMING

## SUMMARY

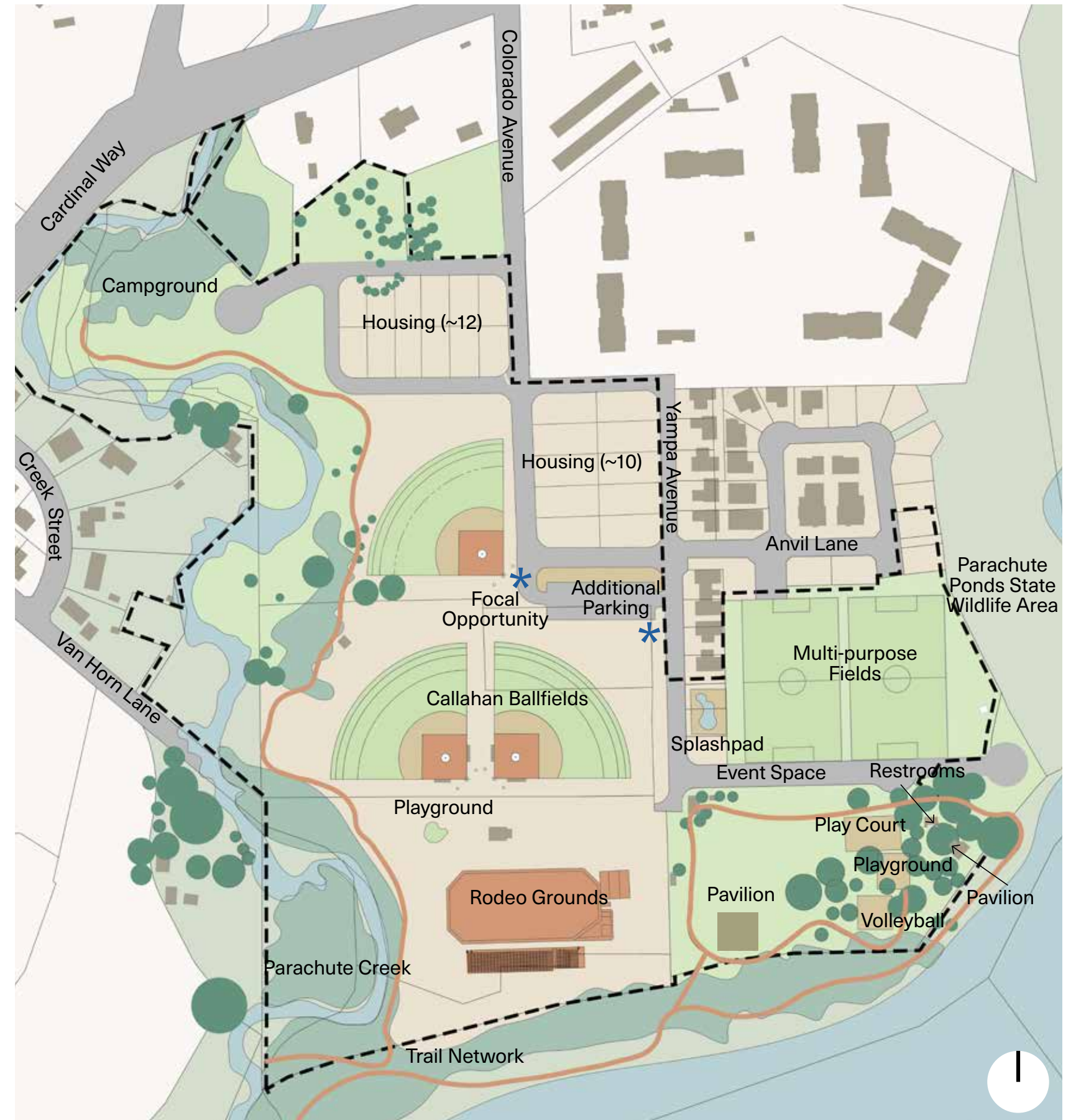
Central “active” park programming

Keep existing uses in place

Exploration of future housing sites

## FEATURES

- Builds off existing road structure
- Adds amenities:
  - (3) Ballfields
  - (2) Multi-purpose sport fields
  - Pavilions/shade structures
  - River access / trail network
  - Campground for tournaments, rodeo



# COTTONWOOD PARK PLAN 2 | WEST SIDE FOCUS

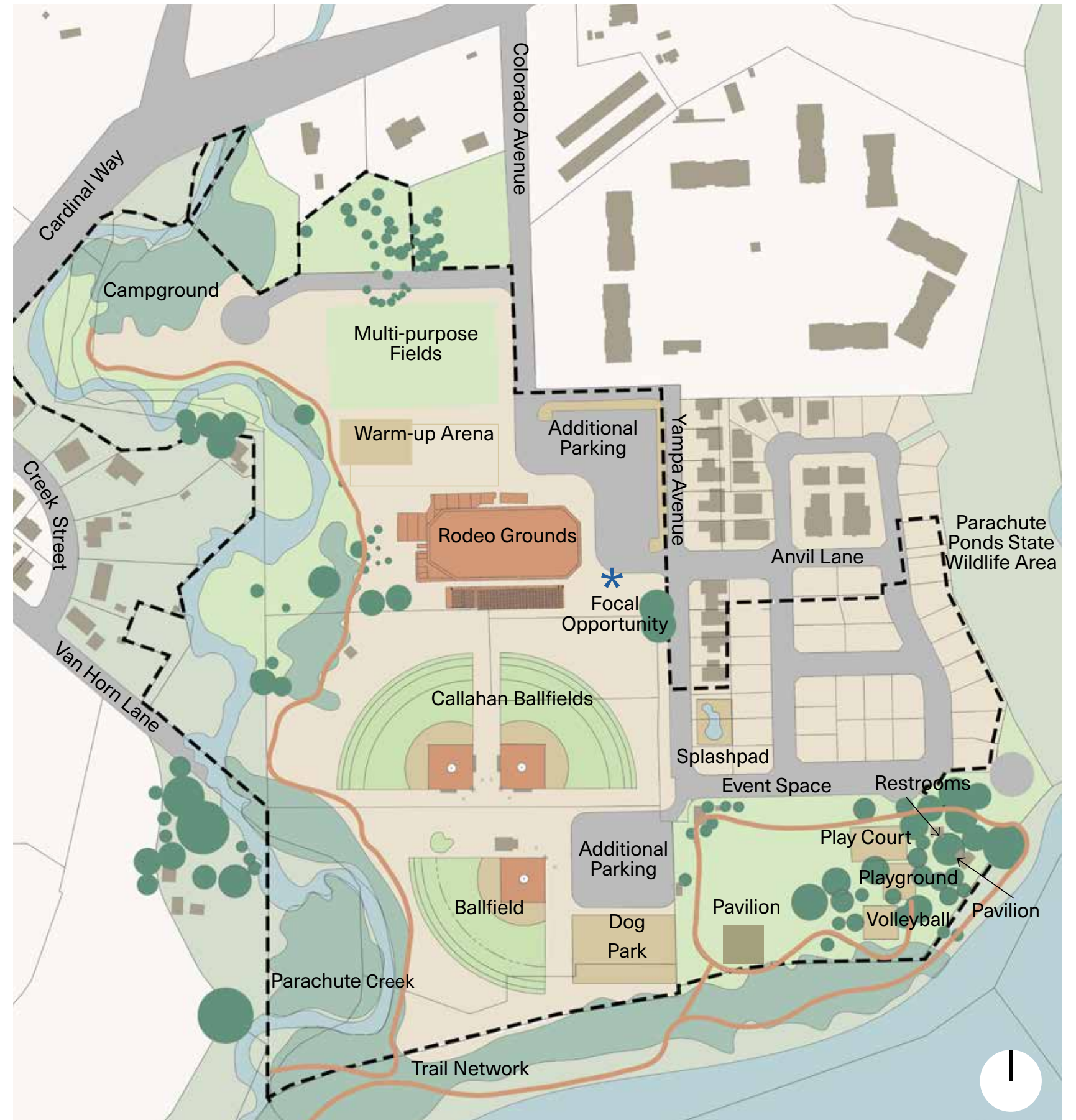
## SUMMARY

Central rodeo location

Future housing in platted field

## FEATURES:

- Adds amenities:
  - (3) Ballfields
  - (1) Multi-purpose field
  - Dog park
  - Expanded and dispersed parking
  - Pavilions/shade structures
  - River access / trail network



# COTTONWOOD PARK PLAN 3 | BIG MOVES

## SUMMARY

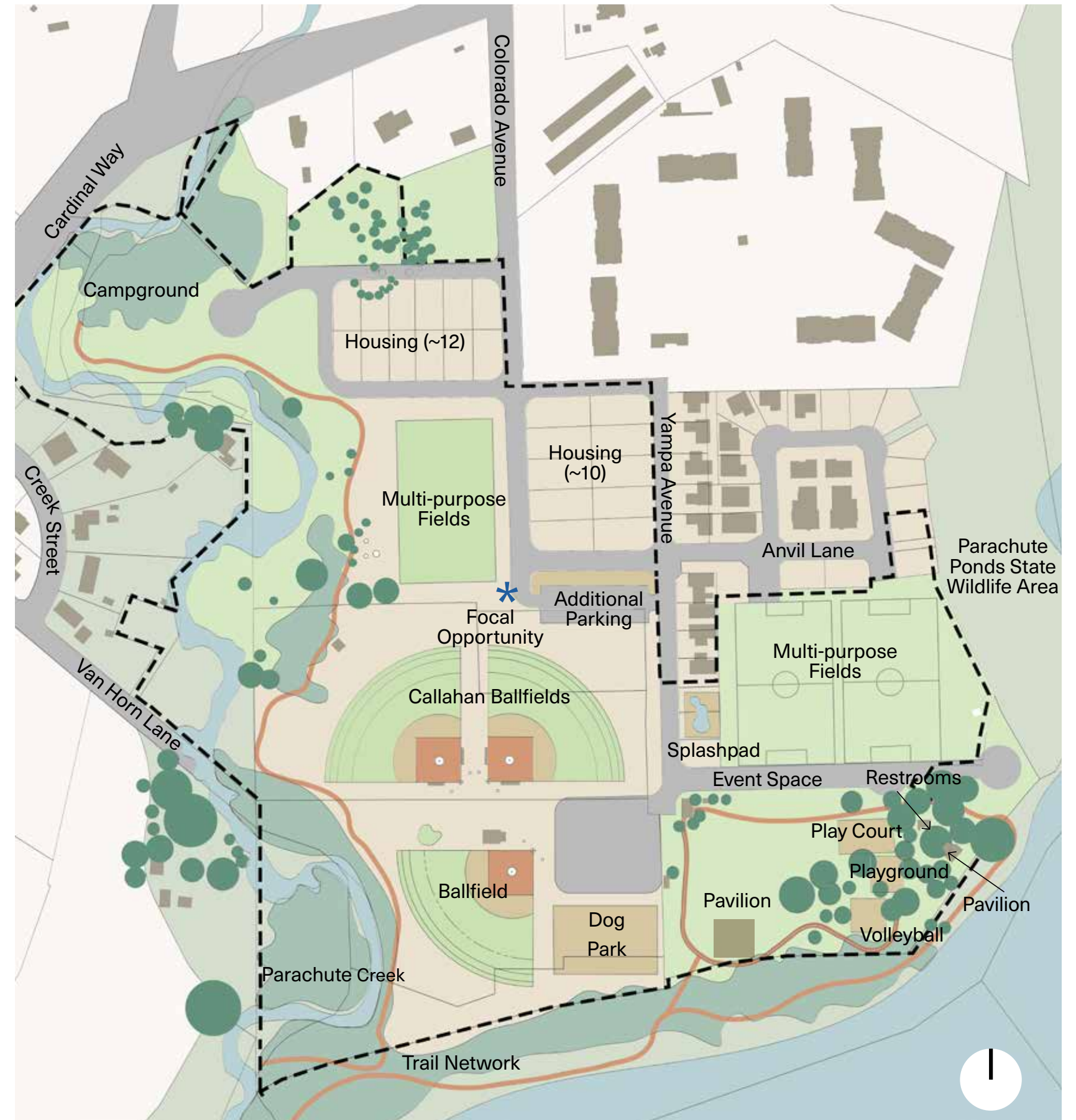
Rodeo grounds move off-site

Condense park programming

Equal emphasis on site balancing future housing opportunities and park programming

## FEATURES:

- Adds amenities:
  - (3) Ballfields
  - (2) Multi-purpose fields
  - Dog Park
  - Expanded and dispersed parking
  - Pavilions/shade structures
  - River access / trail network



# PREFERRED ALTERNATIVE

## PREFERRED CONCEPT PLAN

### PROGRAM SUMMARY

- River access and trails
- Condensed active play area zone
  - (3) Multi-purpose fields
  - Shifted, new ballfields - (1) softball, (1) baseball
- Buffer space between future neighbors
- Increased, functional space for rodeo
- Features that activate the park – pavilions, playground improvements, shade
- Park gateway/arrival
- Festival street
- Parking close to amenities



# TRAIL CONNECTIONS



# CONCEPT IMAGERY



Arena as a multi-use venue



Tournament / Event Supported Campground



# CONCEPT IMAGERY



## NEXT STEPS

### 1) CONDUCT A PARTNER WORK SESSION

- Align a vision for property
- Discuss how to achieve the vision

### 2) INFORM A MEMO OF UNDERSTANDING

- Legally describe the boundary and use of it
- Resolve an operating agreement
- Determine an oversight board inclusive of all partners

### 3) PRIORITIZE PROJECTS

- Determine funding opportunities
- Weigh values -- economic development, quality of life, safety and urgency, etc.
- Engage partners in achieving the vision (volunteers, CPW, GOCO, RFOV, etc.)

### 4) MARKET YOUR RESOURCES AND EVENTS



# IMPROVEMENT PRIORITIZATION

## Cottonwood Park

	Cost	Urgency	Impact	Dependencies	Priority
<b>Range</b>	1 to 5	1 to 3	1 to 3	1 to 3	
<b>Weight</b>	1	2	2	1	
Renovate Ballfields	4	2	3	1	7
New Ballfield (1)	5	1	2	2	3
Renovate Rodeo	4	1	2	1	3
New Rodeo location/expansion	5	1	2	1	2
Pavilion (1 large)	3	2	3	1	8
Pavilion (1 small)	2	2	3	1	9
Playground replacement	3	2	3	1	8
Water Access	2	1	3	1	7
Trail (riverfront)	2	1	3	2	8
Trail (creekside)	2	1	3	2	8
Campground	4	1	2	2	4
Dog Park	2	1	2	1	5
Parking (rodeo)	5	1	2	3	4
Parking (field space)	5	2	2	2	5
Pedestrian Bridge	4	2	3	0	6

**Cost 1-5:** 1= low cost, 5= high cost

**Urgency 1-3:** 1= low urgency, 3=high urgency

**Impact 1-3:** 1= low impact, 3=high impact

**Dependencies 1-3:** 1= no dependencies, 3=many dependencies

**Weight 1-x:** 1= low weight, x= high weight



*Integrity ▪ Respect ▪ Teamwork ▪ Pride ▪ Innovation ▪ Diversity*

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

## AGENDA ITEM SUMMARY

**TO:** Mayor and Town Council

**FROM:** Chief Samuel Stewart

**MEETING DATE:** February 20, 2025

**MEMO DATE:** February 10, 2025

**AGENDA ITEM:** 2024 Year in Review for the Parachute Police Department

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### EXECUTIVE SUMMARY:

The Parachute Police Department's 2024 Year in Review report is enclosed. It summarizes the highlights of our personnel, equipment with overall statistics including cases, calls for service, time of day, day of week, locations and how we compare them to the national average.

The thought is that if we can reduce crime and have a positive role in the Town of Parachute it can bring about positive transformations and improve the overall quality of life for the residents.

### APPLICABILITY TO COUNCIL GOALS:

This effort is in direct alignment and a direct result of the Town Council's top strategic goal of "Being the best place to live, work and raise a family."

### TOWN COUNCIL OPTIONS:

1. Provide feedback to the Parachute Police Department staff and ask any additional questions.

### ATTACHMENTS:

1. 2024 Year in Review



***Parachute Police Department***  
***Current Year Review***  
***2024***



---

# *Contents*

---

- Introduction
- Personnel & Equipment
- Operations
- Year End Statistics
- Direction for 2025

# **Introduction**

## **MISSION STATEMENT**

**WE VALUE THE TRUST THE  
PUBLIC HAS GIVEN US.**

**OUR GOAL IS TO MAINTAIN  
A SAFE AND PEACEFUL  
COMMUNITY THROUGH  
COMPASSION, EQUALITY,  
AND INTEGRITY, TO EVERY  
INDIVIDUAL.**

**“TRANSPARENCY EQUALS  
TRUST”**

# Personnel

## **Chief Sam Stewart**

Chief Stewart has over 32 years of law enforcement experience and was appointed Chief of Police in January of 2018. Chief Stewart hailed from the Rifle Police Department. He has 10 years of SWAT experience, primarily assigned to the Sniper Team, and is a founding member of the Garfield County All Hazards Response Team. Chief Stewart has held several titles including Patrol Sergeant, Field Training Officer, and Training Coordinator. In addition, he has instructor titles for Handgun, Patrol Rifle, Precision Rifle, and Sniper.

## **Sergeant Justin Mayfield**

Sergeant Mayfield has over 25 years of law enforcement experience and has been with the department since 2015. He has a Bachelor's Degree in Emergency Management Administration, an Associate's Degree in General Studies and is working to complete a Master's Degree with CMU. He is a certified Taser Instructor, certified IAPE Evidence Custodian, 1033 Support Officer, Child Sexual Assault and Forensic Investigator, Stop Sticks Instructor, Field Training Officer, as well as numerous other supervisory duties.

## **Officer William Van Teylingen**

Officer Van Teylingen has over 20 years of law enforcement experience and has been with our department since 2019. He is a Krav Maga Instructor, a De-Escalation Instructor, Field Training Officer, a Firearms Instructor, and is a certified SRO (School Resource Officer) currently working in this position with our schools.

## **Officer Ryan Reynolds**

Officer Reynolds has over 11 years of law enforcement experience and has been with our department since 2019. He is certified as a Law Enforcement Driving Instructor, Field Training Officer and Tactical Combat Casualty Care-TCCC.

## **Officer Thomas Gaasche**

Officer Gaasche has 3 years of law enforcement experience. He has a Bachelor's Degree in Criminal Justice. He is a Black Belt in both Taekwondo and Judo and is a Krav Maga Instructor.

## **Officer Evelyn Gonzalez**

Officer Gonzalez has surpassed her 1<sup>st</sup> full year with our agency. She has an Associate's Degree in Criminal Justice.

## **Public Information and Records Administrator-Tamara Castellari**

Tamara joined us at the beginning of 2019 and has over 24 years of experience working with the Garfield County Dispatch Center and other dispatch agencies, bringing a wealth of knowledge and experience. She is a certified IAPE Evidence Custodian, a certified Colorado Records Clerk and the PIO for the Town of Parachute.

# Equipment

We obtained 2 new patrol vehicles in 2024, which replaced some of our older aging vehicles, and are looking to acquire an additional vehicle in 2025, to allow us to put our best foot forward while patrolling our neighborhoods. Additionally, with the aid of an FMLD grant, we are acquiring a DJI Matrice 350 RTK drone, to aid in search and rescue situations as well as high risk apprehensions, to promote safety to our officers and the community.

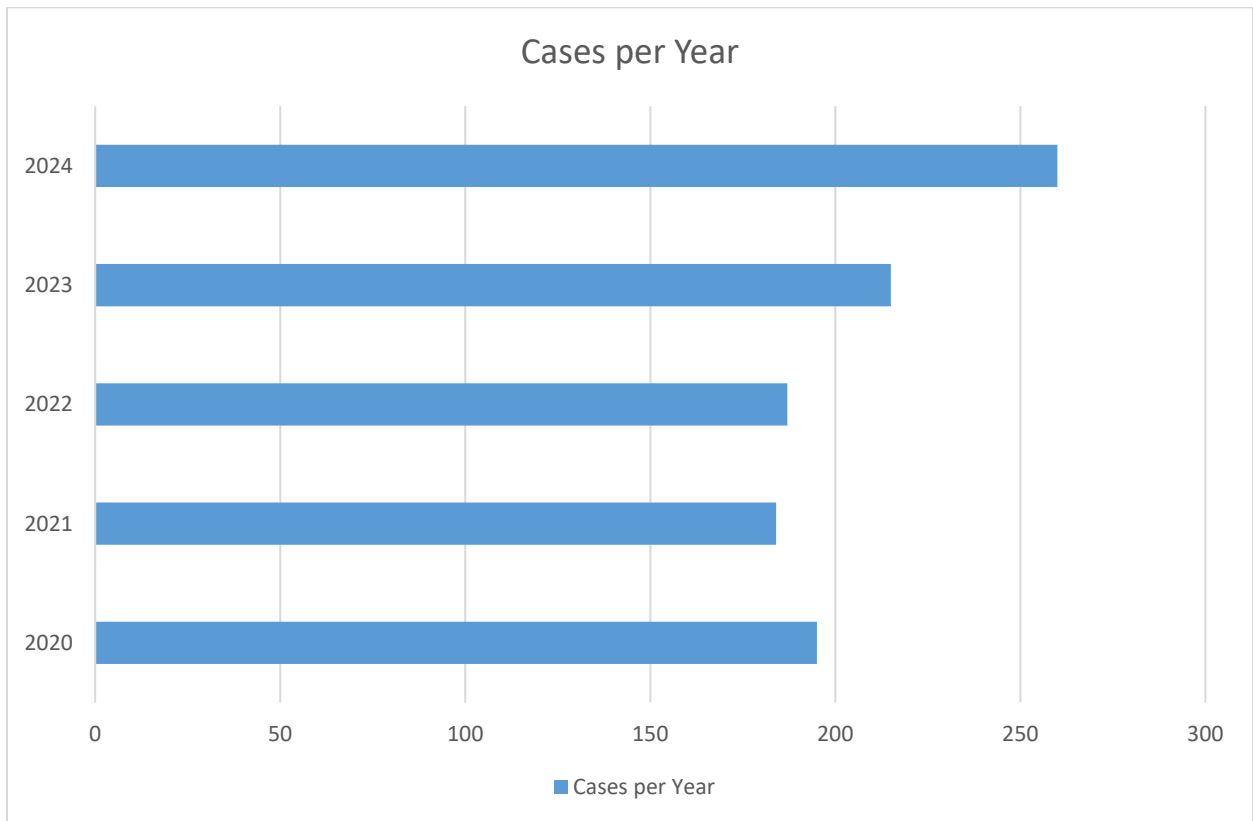


# Statistics

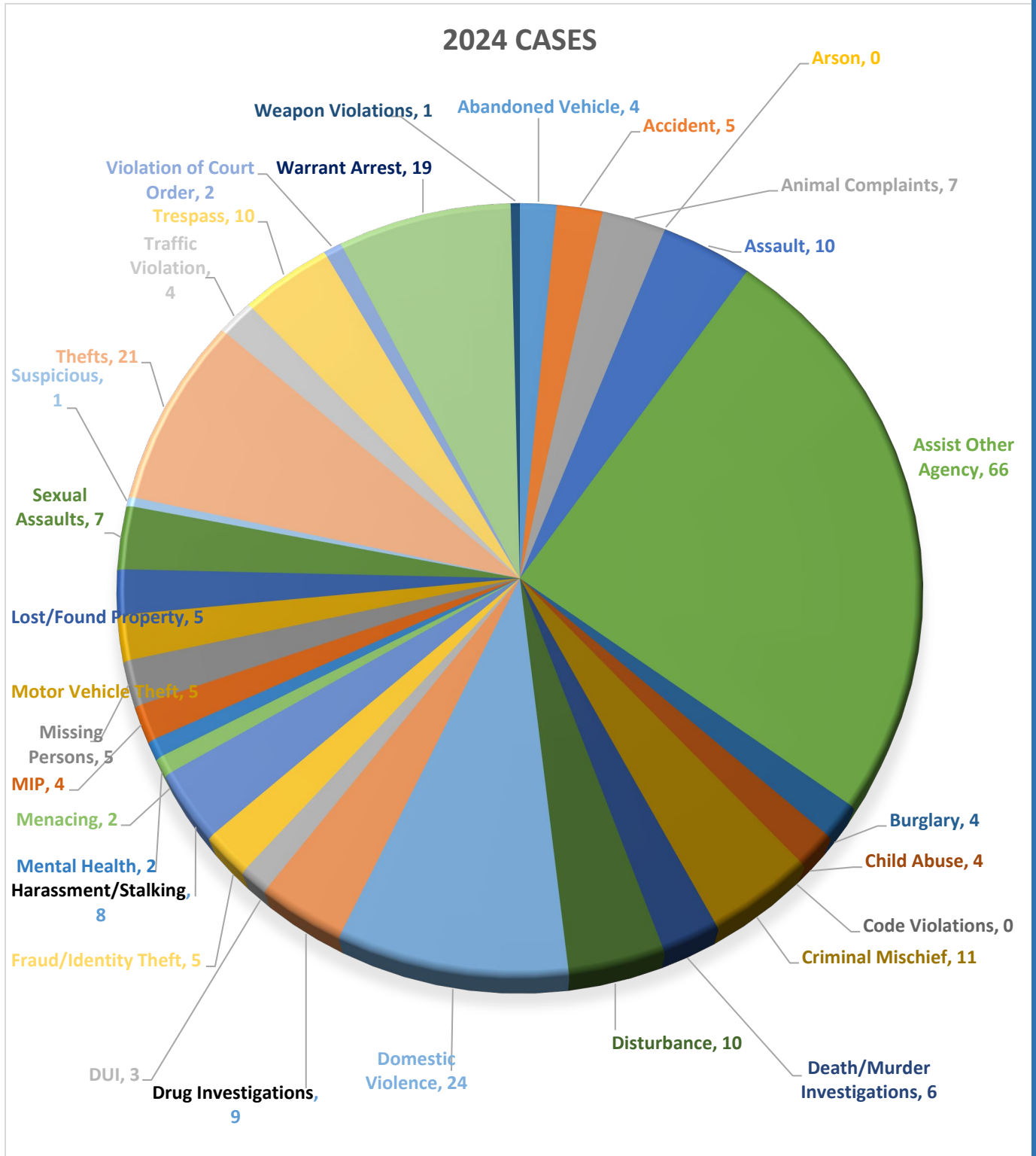
## Case Reports

Case reports January 1st through December 31<sup>st</sup> per each year.

2020	2021	2022	2023	2024
195	184	187	215	260



# Case Types



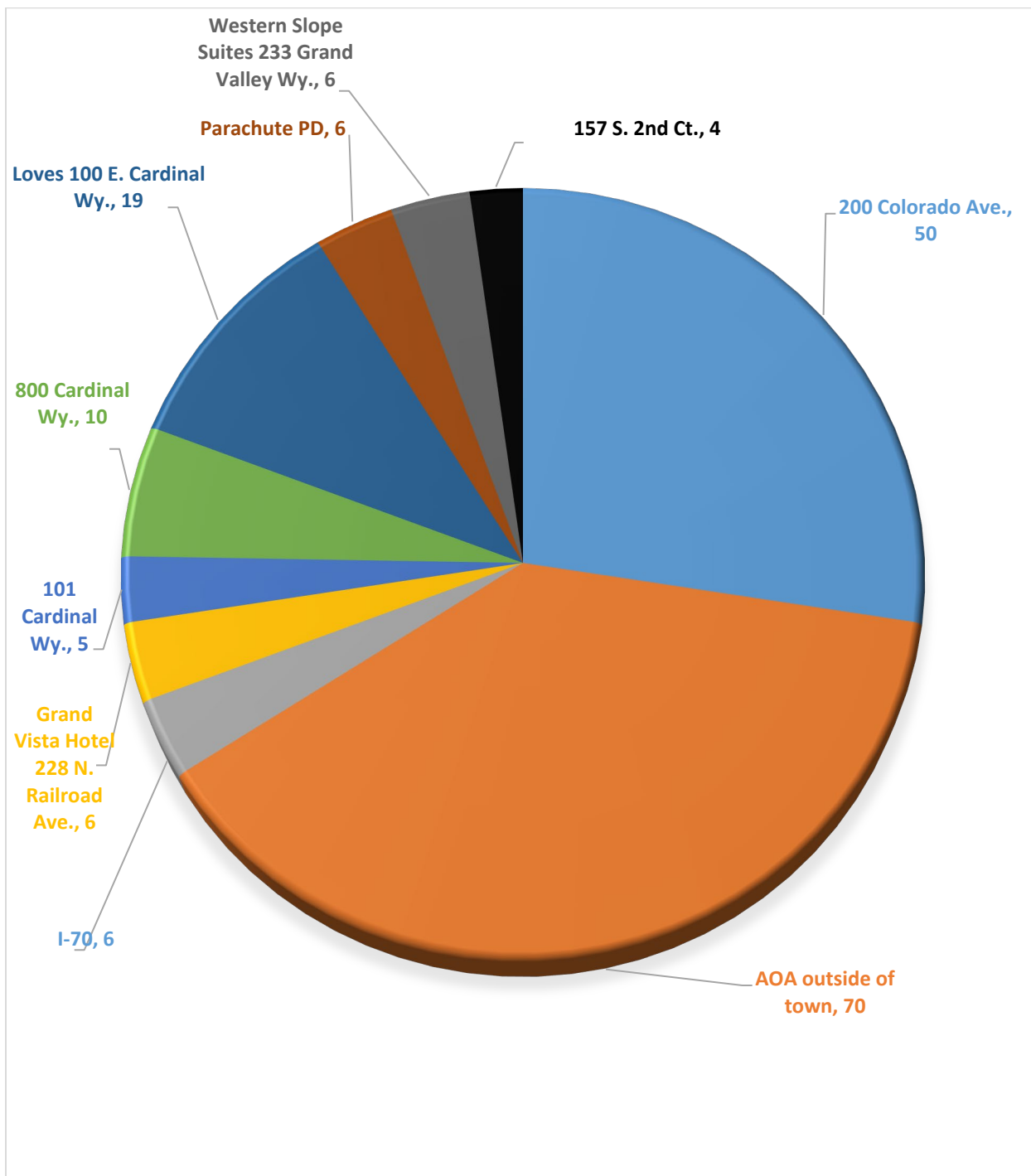
# Case Solved Percentage

Cases Turned Over to Other Agency	82	31.5%
Cleared by Summons	43	16.5%
Closed with Warrant Issued	7	2.5%
Cleared Arrest	40	15%
Cleared Exceptional / DA Declined Charges	1	.25%
Inactive/Closed	75	29%
Open	11	5%
Unfounded	1	.25%
<b>TOTAL</b>	<b>260</b>	<b>100%</b>

Solved / Closed/ Declined /or Turned Over	<b>95%</b>
Still Open	<b>5%</b>

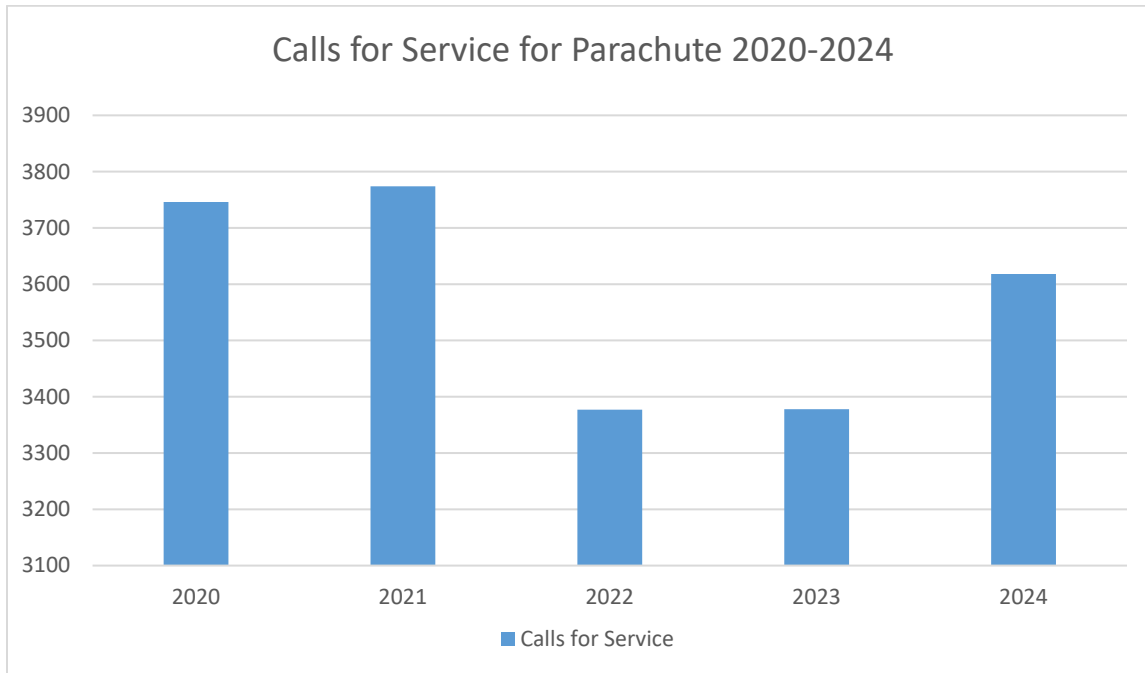
The National Average for crimes solved in non-metropolitan areas in 2022 was 56.6%; the 2023 & 2024 numbers are not available at the time of this report.

# Top 10 Locations of Case Reports

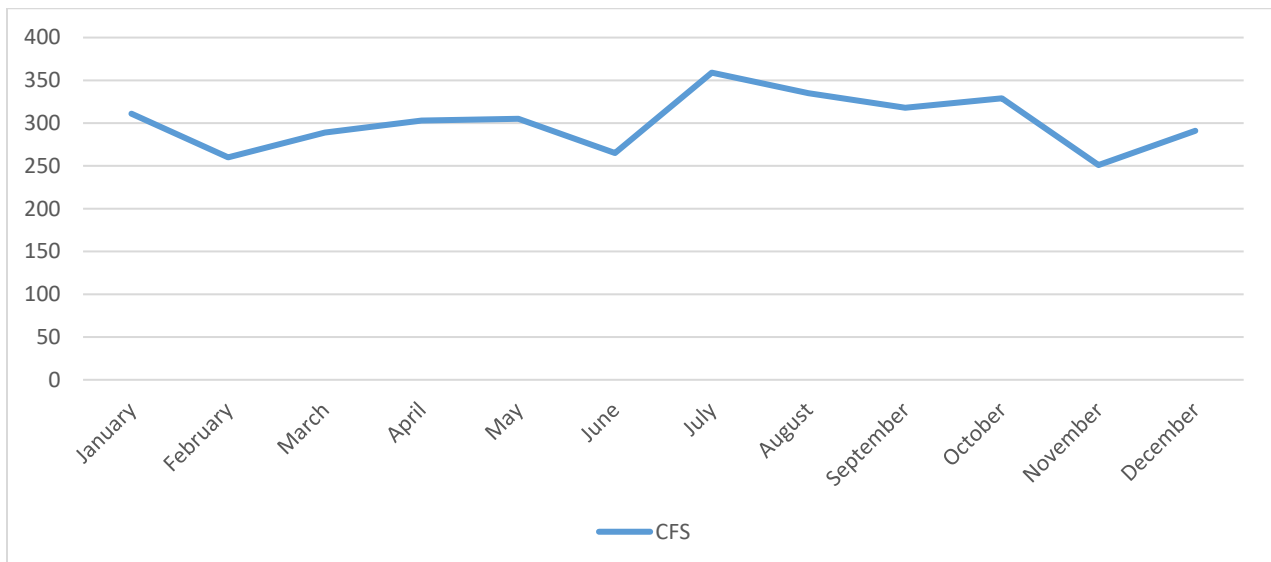


# Calls for Service

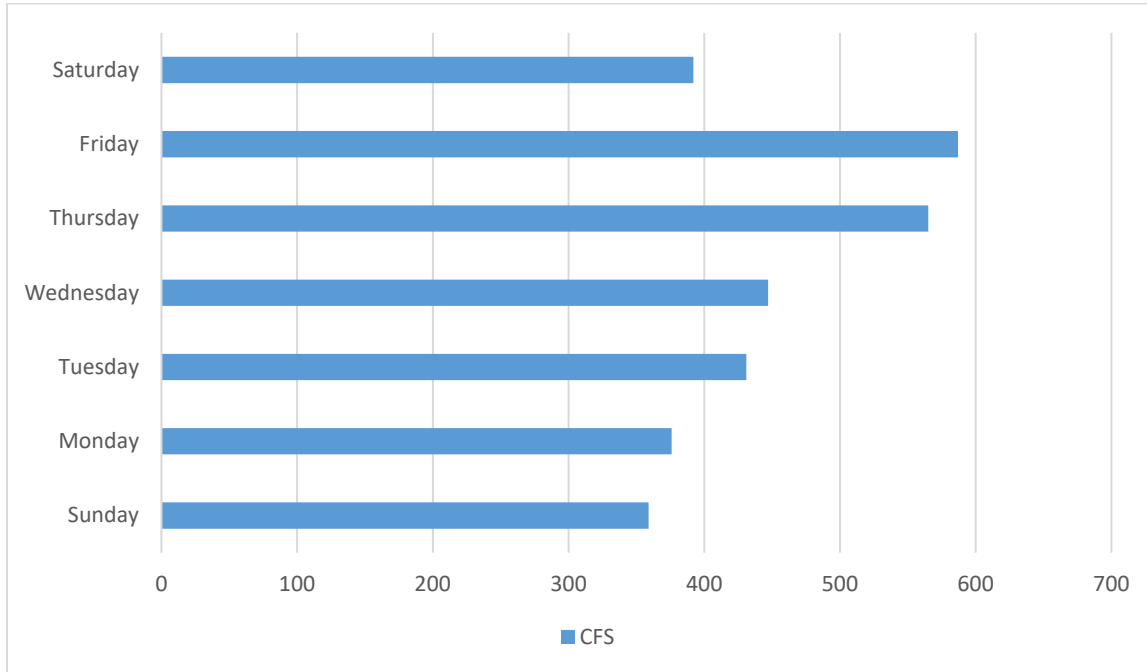
2020	2021	2022	2023	2024
3746	3774	3377	3378	3618



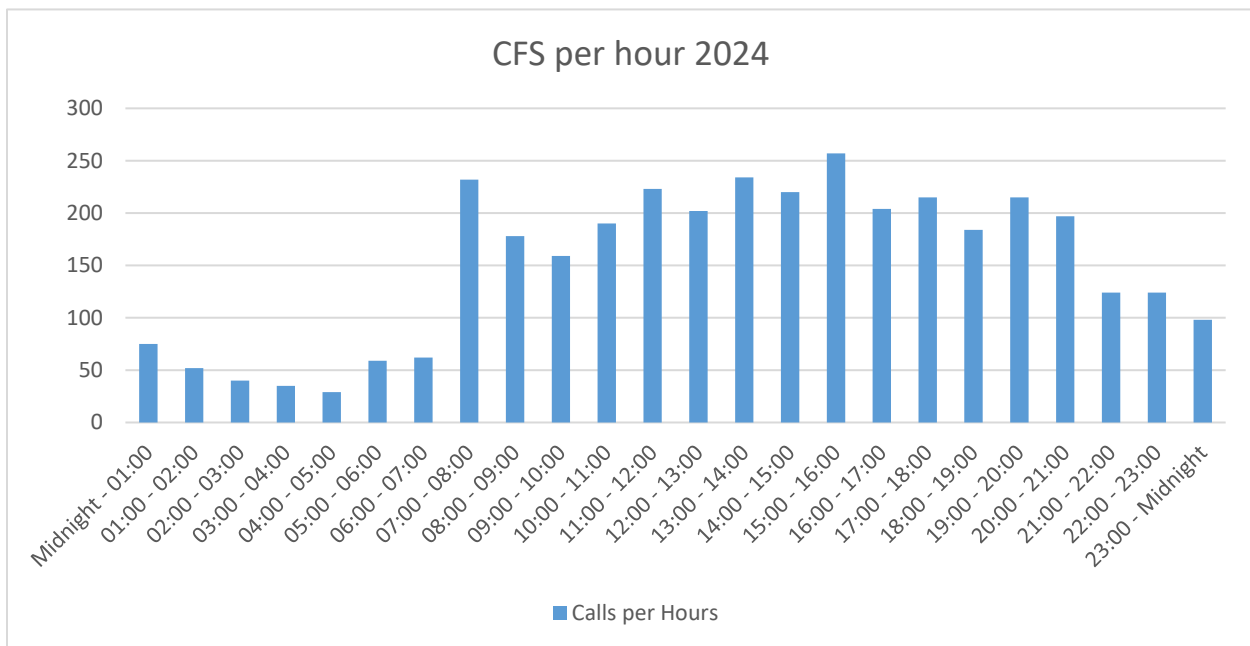
## Calls for Service per Month



## Calls for Service per Days of the Week



## Time of Day for Calls for Service 2024



## Calls for Service in surrounding agencies for 2024

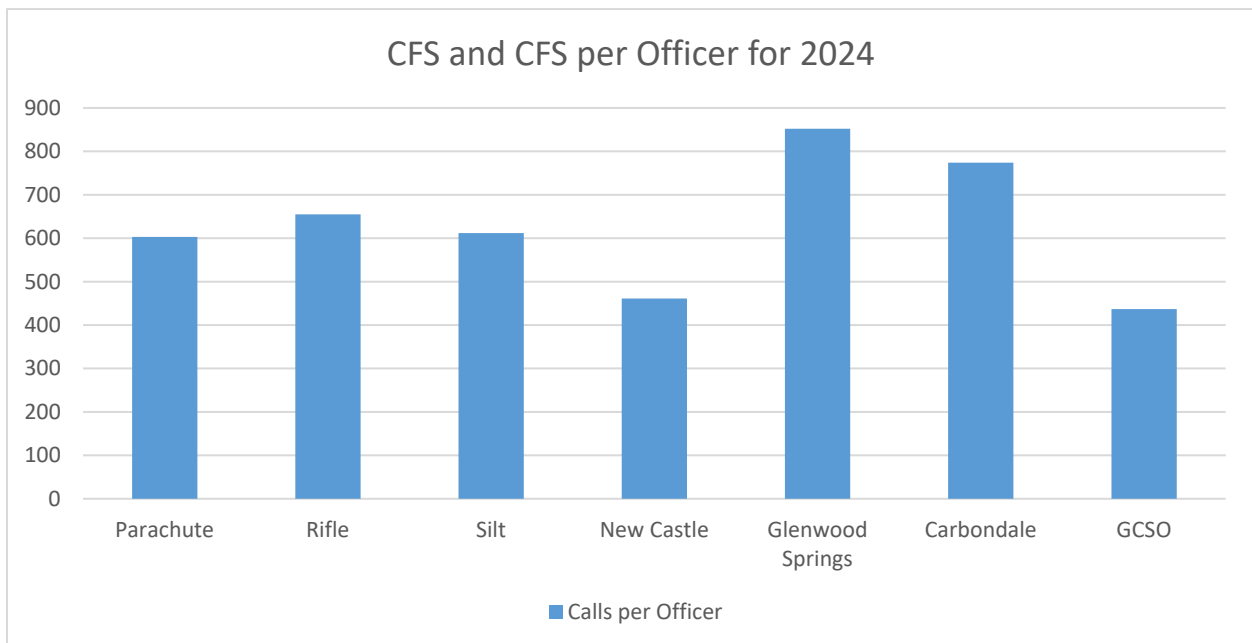
Parachute	Rifle	Silt	New Castle	Glenwood Springs	Carbondale	GCSO
3618	15724	6125	4611	25574	11613	24478

## Staffing compared to neighboring agencies from 2024

Parachute	Rifle	Silt	New Castle	Glenwood Springs	Carbondale	GCSO
6	24	10	10	30	15	56

## Calls for Service per Officer 2024

Parachute	Rifle	Silt	New Castle	Glenwood Springs	Carbondale	GCSO
603	655	612	461	852	774	437



# Arrests 2024

Arrests	Summons & Release	Warrant Issued
<b>40</b>	<b>108</b>	<b>7</b>

# Traffic 2024

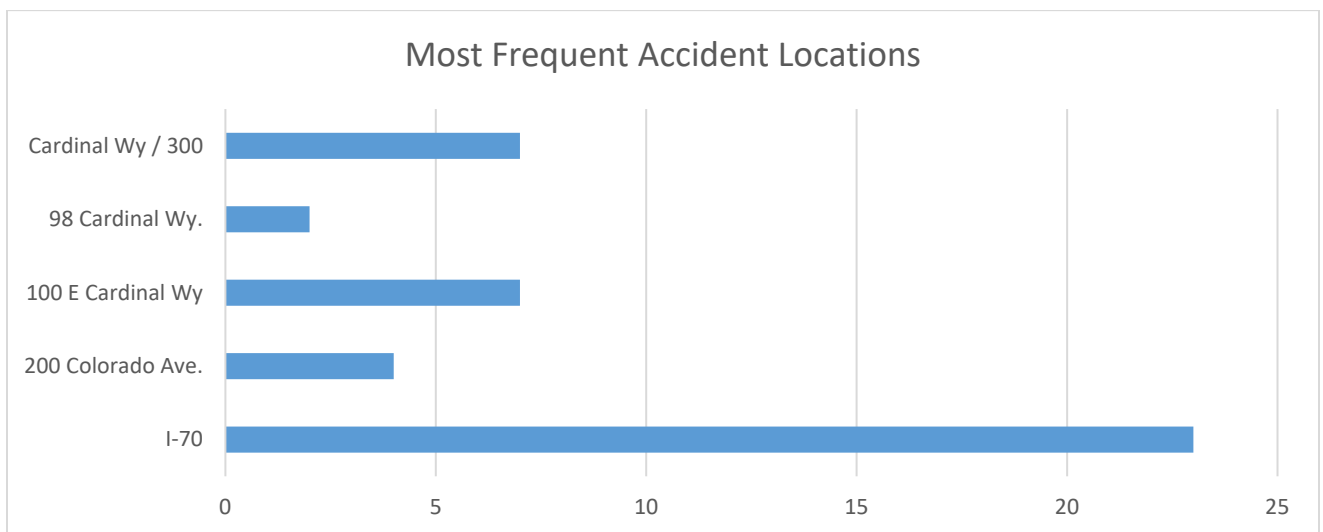
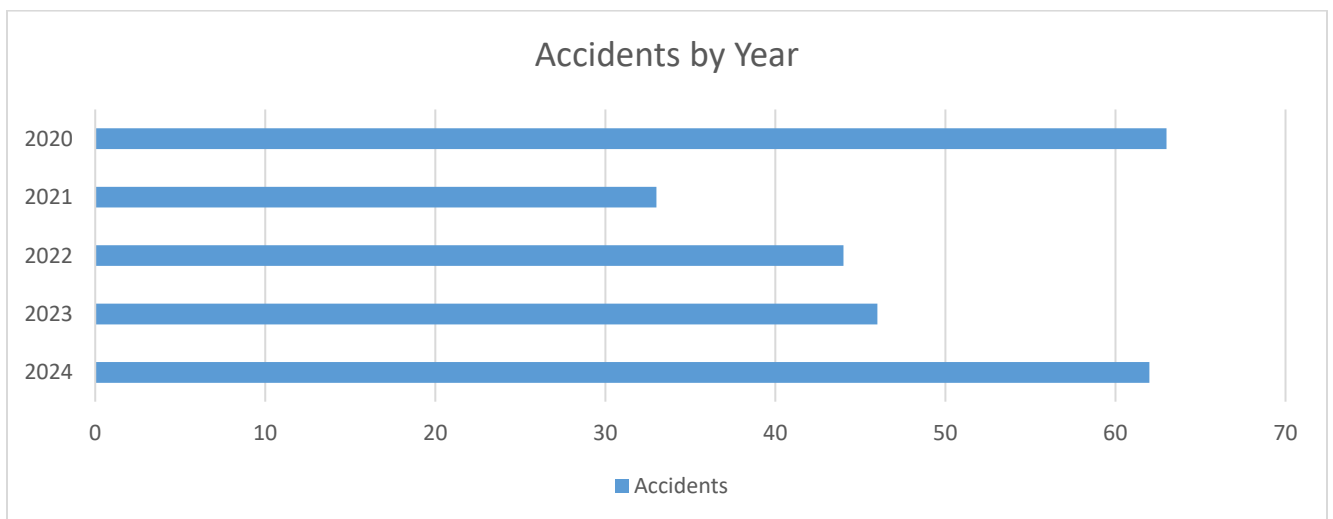
<b>Traffic Stops</b>	<b>430</b>	<b>Percentage</b>
<b>Warnings Issued</b>	<b>309</b>	<b>72%</b>
<b>Penalty Assessment Issued</b>	<b>38</b>	<b>9%</b>
<b>Summons Issued</b>	<b>21</b>	<b>5%</b>
<b>Arrest</b>	<b>9</b>	<b>1%</b>
<b>Agency Assist</b>	<b>35</b>	<b>9%</b>
<b>UTL (Unable to Locate)</b>	<b>18</b>	<b>4%</b>

# Parking 2024

Parking Complaint / Abandoned Vehicle	36
Warning Issued	8
Red Tag Warning Issued	16
Ticket Issued	0
Arrest	0
Vehicle Towed	1
Gone on Arrival / Aired	11

# Accidents:

2024	2023	2022	2021	2020
62	46	44	33	63



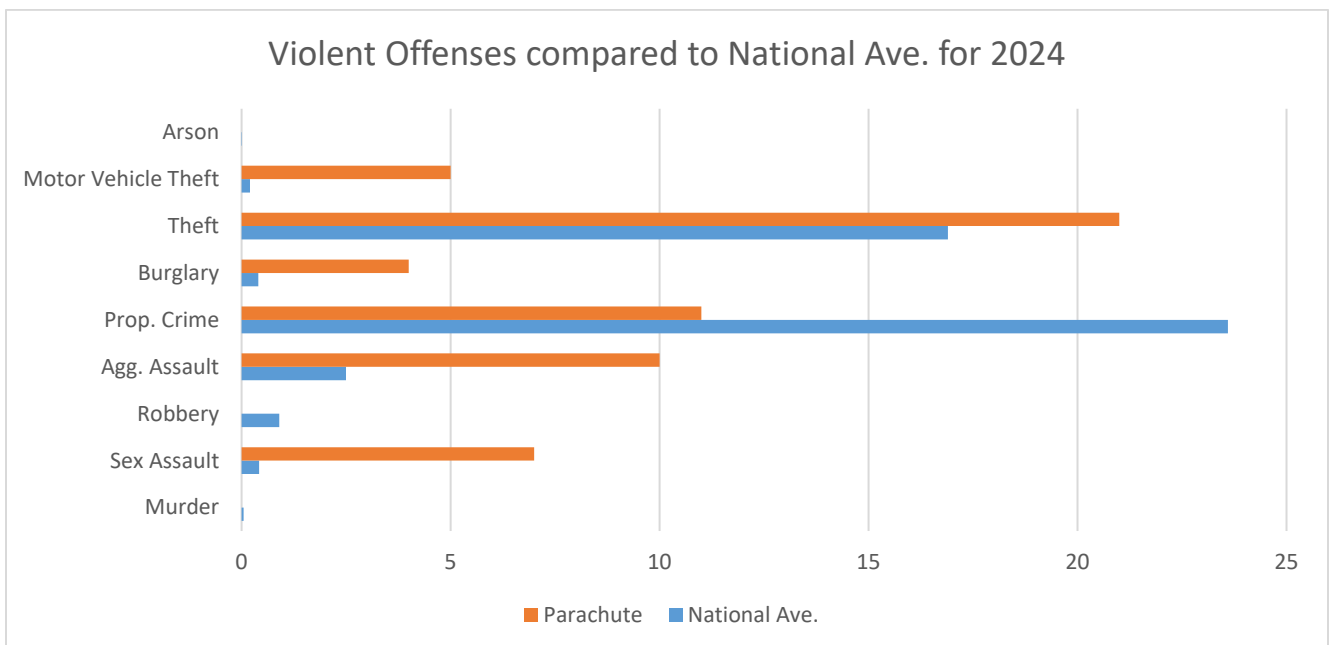
# Class A Offenses National Average per 1,000

Class A Offenses for Non-Metropolitan Areas	Murder	Sexual Assault	Robbery	Aggravated Assault	Property Crimes	Burglary	Theft	Motor Vehicle Theft	Arson
2022	.05	.42	.9	2.5	23.6	.4	16.9	.2	.01

National average of Class A violent offenses per 1,000 people for Non-Metropolitan Areas. FBI UCR stats 2022 (2023 and 2024 number not available at the time of this report)

## Town of Parachute Class A Violent Offenses

Class A Offenses 2012-2020 Parachute, CO	Murder	Sexual Assault	Robbery	Aggravated Assault	Property Crimes	Burglary	Theft	Motor Vehicle Theft	Arson
<b>2024</b>	0	7	0	10	11	4	21	5	0
<b>2023</b>	1	4	0	3	7	6	23	5	0
<b>2022</b>	0	9	0	6	36	10	29	10	1
<b>2021</b>	0	6	0	6	19	6	16	10	0
<b>2020</b>	0	7	0	8	24	6	16	7	0



# **DIRECTION OF THE POLICE DEPARTMENT FOR 2025**

**Across the nation, violent crime rates have experienced a decline this past year for the majority of law enforcement agencies. However, in Parachute, we have observed a mixed trend—while some types of violent offenses remain steady, others have seen an increase. This situation is noteworthy, and in many ways, positive. Nonetheless, it is important to recognize that our rates for various violent offenses still exceed the national averages, particularly when excluding property crimes and robberies. Moreover, our case reports and service demands have surged. Our partnership with the Garfield County Sheriff’s Office attributes to this as we assist with calls in the Battlement Mesa area.**

**One of our significant achievements over the past year has been the successful retention of all our staff. This remarkable stability has greatly reduced the need for initial training, enabling our personnel to concentrate on more effective and proactive patrol responses. Such retention not only benefits our ability to manage the current caseload but also enhances our crime prevention potential through increased officer presence and patrols. This, in turn, supports our mission to foster a safer community for all residents.**

**With this information available for public review, we turn to our citizens and council members for guidance regarding any additional directions or specific areas they wish to address, as we strive to achieve our shared goal of community safety.**





## Agenda Item Summary

To: Mayor And Town Council

From: Lucy Spalenka, Town Clerk

Meeting Date: Thursday, February 20, 2025

Memo Date: Thursday, February 13, 2025

Agenda Item: G1. Resolution No. 2025-09

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### EXECUTIVE SUMMARY:

Following the recent vacancy on the Town Council due to the departure of former Council Member Birdsey, the Council initiated the process to identify and appoint a qualified individual to fill this important role. In accordance with Section 2-6 (Vacancies) of the Town Charter:

“Whenever a vacancy occurs more than one hundred eighty (180) days prior to the next regular Town election, the Town Council shall solicit the general public for applications to fill the vacancy.”

The appointed individual will serve the remainder of Mr. Birdsey’s term, ending on April 7, 2026, in accordance with Section 2-6(f) of the Town Charter, which states:

"Any person appointed or elected to the Town Council to fill a vacancy shall hold office until the expiration of the term for such office and until a successor is elected and qualified."

In response to the public call for applicants, the Town Council received letters of interest from five individuals eager to contribute their skills and perspectives. During the regular Town Council meeting on January 16, 2025, four candidates—Dave A. Blair, Tim Olk, Elisabet Cordova, and Kim Owens—were interviewed. Each candidate responded to the following two questions:

1. Please tell us about yourself, your background, and any previous experiences that make you well-qualified and prepared to serve on the Town Council.
2. What do you love most about Parachute, and how do you envision your role on the Town Council contributing to its growth and improvement?

Applicant Regina Turner was unable to attend the meeting due to unforeseen circumstances but requested to remain under consideration for the position. In response, the Council directed that Ms. Turner be given an opportunity to present her responses at the next regular meeting, scheduled for February 20, 2025, before a final selection is made.

This process reflects the Council’s commitment to fairness, transparency, and ensuring the most qualified candidate is chosen to serve the community.

### FINANCIAL IMPACTS:

Council Member Salary - \$200.00 monthly

**APPLICABILITY TO COUNCIL GOALS:**

Appointing an individual to fill the vacant Town Council seat maintains the Council’s effectiveness and directly supports the goals of:

- **Unifying and promoting a strong sense of community:** The appointment process demonstrates the Council’s commitment to representing the community's diverse perspectives and ensuring that all voices are heard.
- **Encouraging community engagement:** By promoting public confidence, inspiring civic responsibility, and building trust and transparency, the appointment process fosters greater public involvement and participation in local government.

Overall, appointing a qualified individual demonstrates the council’s commitment to effective governance and community service, fostering public trust in local government.

**STAFF RECOMMENDATION:**

Staff Recommends Approval of Resolution No. 2025-09

A Resolution of the Town of Parachute, Colorado, Appointing A Person to Fill the Vacancy on the Town Council Left by Council Member Rory Birdsey for the Remainder of his Term, Ending April 7, 2026.

**TOWN COUNCIL OPTIONS:**

Approve Resolution No. 2025-09

Defer a decision to a later date (date certain)

**ATTACHMENTS:**

**Attachment 1:** Resolution No. 2025-09

Lucy Spalenka, Town Clerk

**TOWN OF PARACHUTE, COLORADO**  
**RESOLUTION NO. 2025-09**

---

**A RESOLUTION OF THE TOWN OF PARACHUTE, COLORADO, APPOINTING A PERSON TO FILL THE VACANCY ON THE TOWN COUNCIL LEFT BY COUNCIL MEMBER RORY BIRDSEY FOR THE REMAINDER OF HIS TERM, ENDING APRIL 7, 2026**

**WHEREAS**, Council Member Rory Birdsey’s resignation created a vacancy on Town Council and, accordingly, the Town Council wishes to appoint a person qualified to hold such office; and

**WHEREAS**, Section 2-6 of the Town Charter provides that “whenever a vacancy occurs more than one hundred eighty (180) days prior to the next regular Town election, the Town Council shall solicit the general public for applications to fill the vacancy” and may appoint a person to fill a vacancy until the next regular election;

**WHEREAS**, Town staff received letters of interest from David A Blair, Tim Olk, Elisabet Cordova, Kim Ownes and Regina Turner; and

**WHEREAS**, the Town Council held interviews at the regularly scheduled meetings of the Town Council on January 16, 2025, and February 13, 2025.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO:**

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

Section 2. The Town Council hereby appoints \_\_\_\_\_ to fill the vacant Town Council office for the remaining term ending on April 7, 2026.

**INTRODUCED, PASSED, ADOPTED, AND APPROVED** by a vote of \_\_\_ to \_\_\_ of the Town Council of the Town of Parachute, Colorado at a regular meeting held at Town Hall in the Town of Parachute, Colorado, on the 20<sup>th</sup> day of February 2025 and approved by the Mayor on the 20<sup>th</sup> day of February 2025.

**TOWN COUNCIL OF THE  
TOWN OF PARACHUTE, COLORADO**

By \_\_\_\_\_  
Tom Rugaard, Mayor

**ATTEST:**

\_\_\_\_\_  
Lucy Spalenka, Town Clerk

# OATH OF OFFICE

*In the State of Colorado, County of Garfield, and the Town of Parachute*

I, \_\_\_\_\_, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Colorado, the Municipal Code and Ordinances of the Town of Parachute; and faithfully perform the duties of the office of \_\_\_\_\_ upon which I am about to enter.

*Thursday, February 20, 2025*

\_\_\_\_\_  
*Signature*

Attest:

\_\_\_\_\_  
Tom Rugaard, Mayor



\_\_\_\_\_  
Lucy Spalenka, Town Clerk



*Integrity • Respect • Teamwork • Pride • Innovation • Diversity*

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

## AGENDA ITEM SUMMARY

**TO:** Mayor and Town Council

**FROM:** Travis Elliott, Town Manager  
Harley Walker, Public Works Director

**MEETING DATE:** February 20, 2025

**MEMO DATE:** February 13, 2025

**AGENDA ITEM:** Resolution No. 2025-10 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING AND ADOPTING A SIDEWALK MAINTENANCE PLAN AND POLICY FOR THE SIDEWALKS AND WALKWAYS WITHIN TOWN AND PUBLIC RIGHTS OF WAY

---

### EXECUTIVE SUMMARY:

As part of the Town's applications for grant funding through DOLA, we are required to adopt a Sidewalk Maintenance Plan and Policy. The attached Plan is intended to document the Town's maintenance standards, practices, and the requirements within the Parachute Municipal Code. This will help consolidate all of these different elements pertaining to sidewalks in a single document, which will be used to help communicate requirements and practices to the community.

### FINANCIAL IMPACT:

The proposed Sidewalk Maintenance Plan and Policy simply documents the Town's existing requirements and standards. As such, there are no anticipated financial impacts with the adoption of the Plan. However, the Town does budget for sidewalk maintenance annually. In 2025, this amount is budgeted at \$45,000 and is included in the Town's Capital Fund.

### APPLICABILITY TO TOWN COUNCIL GOALS:

Maintaining safe and accessible sidewalks in good condition is an essential function of the Town. It aids in the economic activity of the Town, and it also improves the quality of life for residents. This is a major component of most of the Town's strategic goals and their overarching goal statement:

*The Town Council recognizes and is dedicated to capturing and maintaining the current momentum in the community and is excited about the future of Parachute and will help guide the Town to realize its full potential of being the best place to live, work, and raise a family in western Colorado. This includes diversifying the local economy, beautifying the community, and creating additional amenities for existing residents and businesses. The Council understands that*

*these objectives and the expected outcomes are endless, and will take years to accomplish, and the Council's goal statement is intended to direct Town projects and initiatives that will harvest high, mid, and low-hanging fruit in the community over the next 1-5 years. This goal statement will be re-visited approximately every two years.*

**TOWN COUNCIL OPTIONS:**

1. Approve Resolution No. 2025-10
2. Approve Resolution No. 2025-10 with modifications
3. Decline to approve Resolution No. 2025-10 at this time and direct staff how to proceed.

**STAFF RECOMMENDATION:**

1. Approve Resolution No. 2025-10

**ATTACHMENTS:**

1. Resolution No. 2025-12 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING AND ADOPTING A SIDEWALK MAINTENANCE PLAN AND POLICY FOR THE SIDEWALKS AND WALKWAYS WITHIN TOWN AND PUBLIC RIGHTS OF WAY
2. Resolution No. 2025-04 - Exhibit A – Town of Parachute Sidewalk Maintenance Plan and Policy

**TOWN OF PARACHUTE, COLORADO  
RESOLUTION NO. 2025-10**

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**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING AND ADOPTING A SIDEWALK MAINTENANCE PLAN AND POLICY FOR THE SIDEWALKS AND WALKWAYS WITHIN TOWN AND PUBLIC RIGHTS OF WAY**

**WHEREAS**, Parachute Municipal Code (PMC) Title 14 governs the maintenance and upkeep of sidewalks within public rights of way in the Town of Parachute and establishes requirements for property owners and residents to keep sidewalks clear of snow, trash, debris, and other obstructions; and

**WHEREAS**, PMC Title 15 establishes standards and requirements for the construction of new sidewalks and walkways within Town; and

**WHEREAS**, the Town of Parachute wishes to provide and maintain safe walking areas for the use and enjoyment of residents, employees, shoppers, and visitors and believes that doing so is an essential function of the Town; and

**WHEREAS**, Town staff routinely inspect sidewalks and walkways to schedule repairs and maintenance and the Town budget and Capital Plan is updated accordingly and reviewed annually; and

**WHEREAS**, the Town has drafted a Sidewalk Maintenance Plan and Policy (the “Plan”), attached hereto as **Exhibit A**, to document these practices and provisions of the PMC in a single location and help communicate them to the public; and

**WHEREAS**, the Plan will also help guide the Town’s maintenance activities and ensure they are completed efficiently; and

**WHEREAS**, the Town Council wishes to adopt the Plan and believes it is in the best interest of the Town and doing so will protect the health and well-being of the community.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL 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 Council hereby approves and adopts the Sidewalk Maintenance Plan and Policy, enclosed as **Exhibit A** and incorporated herein, and authorizes the Town Manager to implement and carry out the Plan.

**INTRODUCED, PASSED, ADOPTED, AND APPROVED** by a vote of \_\_\_\_\_ to \_\_\_\_\_ of the Town Council of the Town of Parachute, Colorado at a regular meeting held at Town Hall in the Town of Parachute, Colorado, on the 20<sup>th</sup> day of February, 2025.

Town of Parachute, Colorado  
Resolution No. 2025-10  
Page 2 of 2

**TOWN COUNCIL OF THE  
TOWN OF PARACHUTE, COLORADO**

By \_\_\_\_\_  
Tom Rugaard, Mayor

**ATTEST:**

\_\_\_\_\_  
Lucy Spalenka, Town Clerk

# SIDEWALK MAINTENANCE PLAN & POLICY



**FEBRUARY 20, 2025**

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**Department of Public Works**

**Adopted by Town Council Resolution No. 2025-10**



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# Purpose

The purpose of the Sidewalk Maintenance Plan and Policy is to ensure the Town of Parachute maintains safe, accessible, and aesthetically pleasing sidewalks for residents and visitors. This policy establishes guidelines for inspection, repair, replacement, and snow removal while fostering partnerships with property owners to uphold community standards.

# Objectives

1. **Safety:** Minimize hazards and improve pedestrian safety.
2. **Accessibility:** Comply with ADA standards to provide inclusive walkways.
3. **Aesthetics:** Enhance the visual appeal of the community.
4. **Longevity:** Implement proactive maintenance to extend sidewalk lifespan and save money.
5. **Partnership:** Clearly define responsibilities between the Town and property owners, including residents and businesses, and foster relationships to help accomplish goals.

# Scope

This policy applies to all sidewalks, multi-use paths, and walkways within the public right-of-way in the Town of Parachute, including those adjacent to residential, commercial, and public properties. It also includes the maintenance work the State of Colorado has required of municipalities within CDOT right-of-way, per CRS 43-2-135.



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# Responsibility

## Town Responsibilities

- Conduct regular inspections and identify sections of sidewalks in need of repair or replacement.
- Perform repairs or replacements for sidewalks in high-traffic areas and adjacent to public properties.
- Ensure compliance with ADA standards during new installations or construction.
- Clear snow and ice from sidewalks adjacent to public property, in parks, and on the I70 pedestrian bridge and overpasses.

## Property Owner Responsibilities:

- Maintain sidewalks adjacent to their properties, including snow and ice removal within 18 hours of a storm.
- Notify the Town of potential hazards or needed repairs.
- Participate in development improvement agreements, especially during approved land use projects and development, to construct or replace sidewalks to the Town's standards.

### **PMC 14.02.103 Duty to keep sidewalks safe and clean.**

The owner, occupant, lessee, tenant, or agent of the owner of any real property, including buildings or vacant lots, within the Town of Parachute is required to keep and maintain the sidewalks, gutters, curbs and curb walks on or adjacent to such real property in a clean and safe condition, free and clear of snow, ice, mud, dirt, rubbish, filth and other debris and obstructions. Such owner, occupant, or agent of the owner shall remove snow and ice from such surfaces, infrastructure systems, and sidewalks as soon as possible following a snowfall. Accumulation of snow or ice in any snowfall event, regardless of month or time frame, shall be removed no later than eighteen (18) hours after every snowfall.

# Inspection Program

## Routine Inspections

- Conduct annual inspections.
- Identify hazards such as cracks, uneven surfaces, or obstructive vegetation.

## Complaint-Driven Inspections:

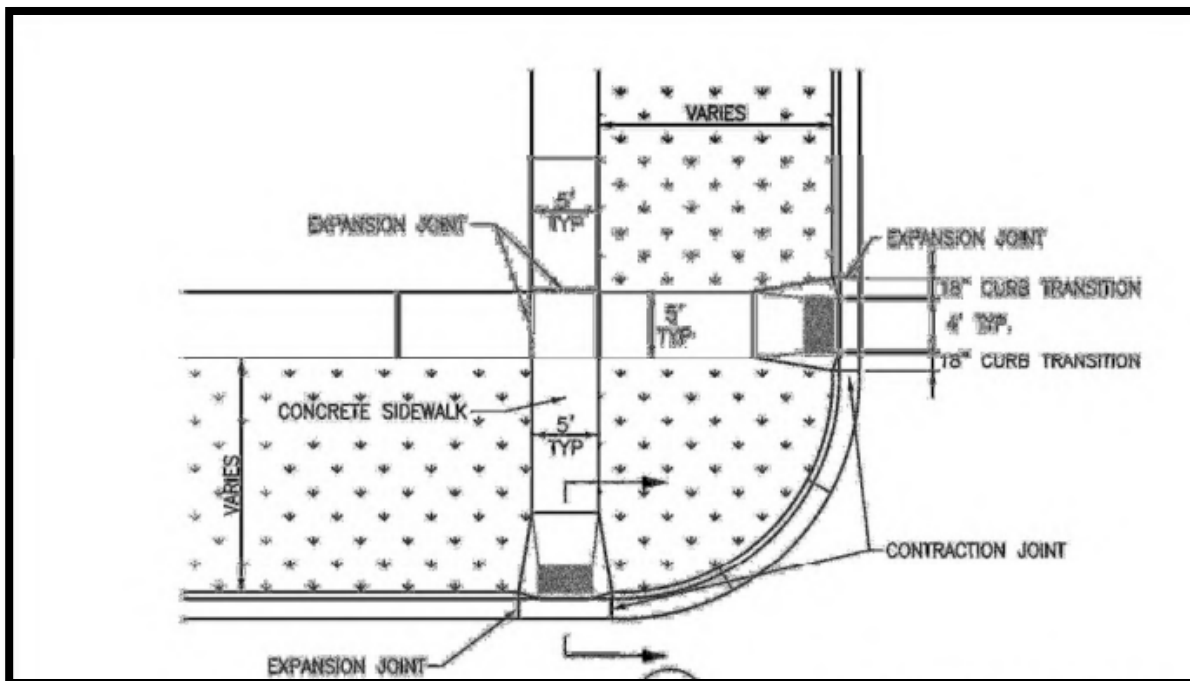
- Respond to and inspect resident-reported issues within 10 business days.

## Priority Areas:

- School zones, downtown areas, and high-foot-traffic zones may receive higher inspection frequency.

# Design Standards

The design and construction standards for sidewalks and walkways in the Town of Parachute are contained in the [Town's Public Works Manual](#).



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# Maintenance

## Repairs:

- Cracks or gaps over 5/8 inches and height differentials over 1 inch will be prioritized.
- Temporary fixes (e.g., grinding, patching, crack fill) will be utilized until permanent repairs can be budgeted and scheduled.

## Replacement:

- Sections deemed irreparable will be replaced using durable materials consistent with Town standards.
- ADA-compliant ramps will be installed as required during replacements.

## Snow and Ice Removal:

- Per Title 14 of the PMC, Property owners are responsible for clearing sidewalks adjacent to their property within 18 hours of snowfall.
- The Town will attempt to clear sidewalks within parks and adjacent to public properties within the same timeframe.

## Funding:

- The Town will evaluate capital needs as part of the annual budgeting process and allocate a portion of the annual public works budget to sidewalk maintenance.
- Construction of new sidewalks associated with development will be borne by the private property owner / developer.



- 
- Cost-sharing may be available to the extent the Town is able to acquire grant funding, utilize TIF revenue through the Parachute Renewal Partnership, and utilize other public funds on a case-by-case basis.
- 

## Enforcement & Compliance

1. Per Parachute Municipal Code 14.02.103, failure to keep sidewalks in a safe and clean condition may result in penalties of \$100.00 for each occurrence.
  2. In addition, if snow, ice, trash, debris, or other obstructions are not removed within the required timeframe by a property owner, the Town may conduct the removal and bill the property owner.
- 

## Community Engagement Strategies

Active participation from residents, businesses, and stakeholders is vital to ensure the policy reflects community needs and promotes shared responsibility. The following strategies will facilitate engagement:

1. **Public Information Campaign:**
  - Create flyers, social media posts, and utility bill inserts to educate residents about their responsibilities and available resources.
2. **Interactive Mapping Tool:**
  - Develop an online map where residents can view current sidewalk conditions, report hazards, and track scheduled repairs.
3. **Annual Sidewalk Survey:**
  - Conduct an annual survey to gather feedback on sidewalk conditions, prioritize areas for improvement, and gauge satisfaction with the program.
  - Use survey results to inform the Town Capital Improvement Plan and Update the Town Council during the budget planning process.
4. **Community Clean-Up and Repair Days:**
  - Organize volunteer events where residents and businesses partner with Town staff to address minor sidewalk maintenance issues and trash.



### AGENDA ITEM SUMMARY

**TO:** Mayor and Town Council  
**FROM:** Teresa Beecraft, Finance Director  
**MEETING DATE:** February 20, 2025  
**MEMO DATE:** February 12, 2025  
**AGENDA ITEM:** Resolution No. 2025-11 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO APPROVING AND ADOPITNG AN AMENDED PURCHASING POLICY

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#### EXECUTIVE SUMMARY:

The Town Purchasing Policy sets the principles and procedures that Town staff are required to follow when making purchases. The Town’s Purchasing policy was updated most recently in 2022. Since then, we have experienced increases in the cost of goods and delivery delays that make it necessary to revise the Town’s procedures. These changes will increase efficiency for staff without compromising the principles and procedures of the policy. The changes are summarized as follows:

- Increase the need for a purchase order from \$5000 to \$10,000. The cost of goods has increased drastically over the last few years, and this will help staff proceed with the purchase of much needed items.
- Recurring and Reoccurring Procurement: Language was added to allow for additional services and materials to be purchased from an approved vendor if the price remains the same or under a certain threshold from the original contracted price. Additional verbiage for appointed positions and contracted positions was added to clarify the bidding process for ongoing services that may span multiple years.
- Various other changes to terminology and definition.

A complete copy of the updated Purchasing Policy is attached for your review (Exhibit B). There is also a red-lined version of the Policy with the changes and edits shown (Exhibit A).

#### FINANCIAL IMPACTS:

There are no direct financial impacts associated with amending the purchasing policy, but the edits are anticipated to improve efficiency in the Town’s procurement processes. It will also help to clarify requirements for staff and help us secure the best pricing and services for the Town. At any time, our vendors can view our policy and see that we are transparent and have policies and procedures to follow, and they will be able to bid and compete for Town projects and contracts.

#### APPLICABILITY TO TOWN COUNCIL GOALS:

Although the Purchasing Policy is not directly related to any particular Town Council goal, our procurement procedures impact every service area of the Town. By maintaining and adhering to a fair,

transparent, and efficient process, the Town can assure the community that we are being good stewards of Town resources.

**TOWN COUNCIL OPTIONS:**

1. Approve Resolution No. 2025-11 Approving and Adopting Amended Purchasing Policy
2. Approve Resolution No. 2025-11 Approving and Adopting Amended Purchase Policy with modifications
3. Decline to approve Resolution No. 2025-xx Approving and Adopting Amended Purchase Policy and direct staff on next step.

**STAFF RECOMMENDATION:**

Staff recommend approving Resolution No. 2025-11

**ATTACHMENTS:**

1. Resolution No. 2025-11 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO APPROVING AND ADOPTING AN AMENDED PURCHASING POLICY
2. Exhibit A REDLINES draft of updated Town of Parachute Purchasing Policy.
3. Exhibit B Clean Draft of updated Town of Parachute Purchasing Policy

**TOWN OF PARACHUTE  
RESOLUTION NO. 2025-11**

---

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO  
APPROVING AND ADOPTING AN AMENDED PURCHASING POLICY.**

**WHEREAS**, the Town of Parachute (the “Town”) maintains a Purchasing Policy which sets forth the policies and procedures on procurement and proper exercise of the Town’s fiscal responsibilities; and

**WHEREAS**, several of the existing, authorized purchasing levels are set at a low levels and the Policy is otherwise in need of updating; and

**WHEREAS**, accordingly, the Town has worked to update its Purchasing Policy, with changes shown in redlines on the copy enclosed as **Exhibit A** and a final version for adoption as set forth in **Exhibit B**; and

**WHEREAS**, the Town Council of the Town of Parachute believes it is in the best interest of the Town to adopt the revised Purchasing Policy and hereby wishes to do the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL 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 Council hereby approves and adopts the Purchasing Policy set forth in **Exhibit B**.

**INTRODUCED, READ, PASSED, AND ADOPTED** as provided by law, by a vote of \_\_\_\_\_ to \_\_\_\_\_ of the Town Council of the Town of Parachute, Colorado, at a regular meeting held at the Town of Parachute, Colorado, on the 20<sup>th</sup> day of February 2025.

TOWN COUNCIL OF THE  
TOWN OF PARACHUTE, COLORADO

By: \_\_\_\_\_  
Tom Rugaard, Mayor

ATTEST:

\_\_\_\_\_  
Lucy Spalenka, Town Clerk



# PURCHASING POLICY

~~08/18/2022~~02/20/2025 – Adopted by Town Council Resolution No. ~~20225-2711~~XX

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### Use of Policy

This policy and the procurement-award-of-bids procedures herein are promulgated solely in support of the proper exercise of the Town's fiscal responsibilities and for the benefit of the Town of Parachute, and confer no rights, duties, or entitlements to any vendor, bidders or contractorproposers.

DRAFT

## PURCHASING POLICY PRINCIPLES

The goal of these purchasing policies and guidelines is to obtain materials, services, and equipment at the lowest responsible cost, consistent with the quality needed for effective use and performance. The Town further wishes to be consistent and equitable, and to avoid impropriety or the appearance of impropriety. The following principles should be adhered to in the procurement of materials and services:

1. **Fair Competition.** The Town shall treat all bidders with fairness and ensure that they are given the same level of information when preparing quotations.
2. **Cost Effectiveness.** Quotations and bids shall be evaluated not only on competitiveness in pricing but also factors such as the quality of the products/services and track records of the bidders.
3. **Transparency.** To ensure transparency, quotation or bid documents should provide all the necessary information to facilitate submission of appropriate and competitive quotations.
4. **Public Accountability.** The Town of Parachute shall be held accountable to the public for any procurement involving the use of public funds.
5. **Local Vendor Preference.** It is the policy of the Town to recognize and solicit quotes from local vendors. Whenever such local sources ~~exist~~ exist and are competitive, purchases may be made from local vendors; however the evaluation criteria listed under bidding requirements shall still apply.

## GENERAL PURCHASING POLICIES

1. All purchases shall be made in accordance with the adopted budget. The department head shall provide budgetary control for their departments ensuring that adequate funds are available for all purchases.
2. All employees will adhere to the procedures within this document.
3. Town officials or employees shall not accept any valuable gifts, rewards, discounts, services, loans, favor, things of value, promise, or other valuable consideration from any person or entity which may tend to influence the discharge of official duties or give the appearance of undue influence. To that end, solicitation, acceptance, or receipt of a thing of value having a fair market value or aggregate

actual cost greater than \$6575.00 is a violation in accordance with Article XXIX, Section 3 of the Colorado Constitution.

**Commented [TE1]:** This was increased to \$75 in 2023 for the next 4 years

4. Town officials and employees must avoid conflicts of interest, real or perceived, and shall always put the public's best interest ahead of any personal, financial, or any benefit they might receive about a purchase or decision. Town Manager approval is required when any Town employees or their family members maintain a financial or ownership interest in a customer, vendor, other business partner or competitor. For the purposes of this policy, a 'family member' includes a Town employee's spouse, domestic partner, parents, children, grandparents, and siblings.

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5. All purchase orders, checks and invoices will be processed in the payment cycle and procedures – as determined by the Finance Department. Currently, checks are processed the second and fourth Tuesday of the month. Invoices and all requests for payment must be received no later than Monday at 5 p.m. on the week of processing. Failure to meet established deadlines will result in a payment being delayed until the next payment cycle.

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- a) **DO NOT PROMISE OR GUARANTEE** a check to anyone on a certain date or time.
- b) Special requests for payments outside of the normal schedule shall be approved by the Town Manager.

## PURCHASING LEVELS

Amount*	Required Procedures
Less than \$250.00	<p><del>May be used for</del>Purchases less than \$250 can be paid for with cash advance or can be reimbursed to the employee reimbursement or cash advance. CompleteA completed a "Petty Cash" form and approval from the Finance Dept. is required prior to receiving any petty cash funds. Petty cash request require approval from the Finance Department. Receipts and excess petty cash must be returned to the Town within three (3) business days of purchase. Reimbursement requests must be submitted within 45 days of purchase.</p>
\$250.00 to \$4,999.9999,999.99	<p>Purchases within these amounts must be approved in advance by a Department Head or the Town Manager <u>in advance</u> and require the vendor invoice and/or receipt and receiving document when the items are received.</p>
\$510,000.00 to \$24,999.99	<p>This level of purchase requires the preparation of a Purchase Order.</p> <p><del>Telephone</del> <u>Informal estimates</u> or oral quotes are required from a minimum of three (3) vendors. These quotes must be documented or noted on a quote form.</p>
\$25,000.00 to \$74,999.99	<p>This level of purchase requires the preparation of a Purchase Order.</p> <p>Written quotes <u>or formal estimates</u> are required from a minimum of three (3) vendors.</p>
\$75,000.00 and Above	<p>This level of purchase requires the preparation of a Purchase Order and a Formal Bidding Process.</p>
<p><u>Authorization Required.</u> All purchases for goods and/or services under \$100,000.00 shall be approved by the Town Manager, unless noted otherwise. Purchases of goods and/or services at or over \$100,000.00 <del>requires</del><u>require</u> approval from the Town Council. The Town Manager may call for a formal or informal bid on the purchase of any product or service without consideration of dollar amount.</p>	

**Commented [TB2]:** Do we need petty cash since most employees have purchase cards

**Commented [TE3R2]:** Probably not, but if we take it out we inevitably will. Let's leave it in in case we need it.

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The Town Manager may waive ~~telephone and/or the written~~ quotation and all formal bidding requirements if it is determined that it is an emergency or not practical or advantageous to the Town.

Division of Contracts Prohibited. No procurement shall be divided to avoid the procedural requirements in this Policy.

Unbudgeted Expenditures. ~~All unbudgeted expenditures are prohibited. If necessary and deemed warranted by the Town Manager, expenditures may be considered for~~ shall be subject to a supplemental budget request to be presented to the Town Council prior to the end of the fiscal year in accordance with budgetary procedures or otherwise in compliance with C.R.S. § 24-91-103.6.

\*Amount – Amount is considered the total value of the procurement over the entire term of the agreement. For example, an agreement to purchase one item a month for three years, and the item costs \$1,000 each, the Amount would be \$36,000 for the procurement and for the purposes of this policy. (\$1,000 x 36 months = \$36,000)

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Commented [TE4]: I'm open to suggestions on this definition, but I would like to include one to avoid confusion. For example, the amount could be calculated by just the amount that is within that budget year.

Commented [TB5R4]: This was an issue before Caselle, as we could not roll purchase orders over into a new year. But not an issue anymore. I am concerned that the other two years would not be appropriated yet, . And if for some reason not appropriated we would have to cancel purchase order. The same goes for if we only do one year at a time, we have to do another purchase order. As far as workload, it is a wash. Discuss with others?

Commented [TE6R4]: Good point. I think for the purposes of this policy, it is only to determine the threshold and required process. The budgeting / accounting procedures can and will be different. Let's discuss.

Commented [JC7R4]: Is this needed? Is this addressed by division of contracts?

## SECTION I – PURCHASING

A petty cash request, vendor invoice, or a purchase order ~~request form~~ to inform the Town's Finance Department of the needs of the departments, correctly identifies a material or service requested for the department's operations, and identifies the expenditure account number to which the purchase is to be charged.

**Petty Cash:** the petty cash fund shall be used to pay for small obligations which do not exceed \$250.00. Petty cash will be granted under the following circumstances:

- The purchase requires a cash payment, and the Town's traditional procurement methods of purchasing cards and checks are not feasible.
- An employee is requesting a cash advance for expenditures relating to Town business. Sales receipts and any excess petty cash must be returned to the Town within three (3) business days. The receipt shall be signed and a purpose for the purchase shall be written on the receipt.
- An employee is requesting a reimbursement for an expenditure(s) relating to Town business. The receipt shall be signed and a purpose for the purchase shall be written on the receipt. Reimbursement requests shall be submitted no later than 45 days from the date of the purchase.

It is the responsibility of the employee using the petty cash fund to obtain the Town's tax-exempt number and ensure the purchase is tax-exempt. -Tax paid will not be reimbursed or other otherwise covered by the Town.

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**Purchase Orders:** Purchase orders are used to initiate the purchase of materials or services of \$510,000 or more. Purchase orders will be granted ~~in response to a purchase requisition~~ under the following circumstances:

- The requesting department shall be responsible for obtaining prices, designating vendors, and ~~following preparing purchase requisitions and the purchase orders in process in Caselle in~~ advance of the required purchase date.
- ~~The Purchase Order Process in Caselle consists of applicable approvals and documentation, including, but not limited to, a valid W-9 for the vendor, Certificate of Insurance, and contract agreements, and required documentation. All purchase order request forms must be signed by the department director and/or Town Manager.~~
- A purchase order number must be obtained prior to placing orders with vendors.
- Vendors must be approved and set up in Caselle prior to placing a purchase order. This allows us to verify Town vendors are valid businesses with all required licenses and insurance.

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A purchase order authorizes a vendor to release goods or services to the Town and informs them that the funds have been encumbered to pay for the goods or services. A purchase order becomes a binding contract when the vendor demonstrates its acceptance of the purchase order through the initiation of some action to fill the order.

A purchase order is to be used for one-time purchases of \$510,000.00 or more.

Expenditures that do not require a purchase order include the following:

- Bond and Interest Payments
- Payroll Checks
- Payroll Taxes
- Insurance Payments
- Payroll Deductions
- Utilities / Telecommunication Billing
- Dues and Subscriptions
- Town-contracted Vendors with Employment Agreements (e.g. Town Planner, Municipal Judge, Town Attorney, Town Engineer, Town Electrician, Chief Building Official, etc.)

## SECTION II – BIDDING

Bidding procedures are used to provide vendors the opportunity to bid, to elicit greater vendor response, to meet Colorado statutory requirements, and to promote competitive prices from vendors for the purchase of capital equipment and other items of significant monetary value.

The Town Manager reserves the right to call for formal or informal bids regardless of the amount to be spent, and to waive bidding requirements if it is determined that it is an emergency or not practical or advantageous to the Town.

As used herein, "bidding" shall include requests for bids, requests for proposals, and/or requests for qualifications. The responsible department director shall determine when bidding procedures shall utilize a request for bids, request for proposals, or request for qualifications, as appropriate.

All purchases of goods or acquisition of services of \$75,000.00 and over and all purchases of car, trucks, and heavy equipment shall require formal bidding procedures unless otherwise required by statute or Charter. Bids obtained through the State bidding process are exempt from this policy. (See the "State Bid" section of this document.)

### Types of Bids:

#### **Formal Bids Solicitations / Competitive Bidding**

Notices, general instructions, conditions, and specifications shall be made available to identified vendors. The Town utilizes BidNet as the main publication tool to advertise opportunities and solicit bids, which is available through the Town's website. The Town may also utilize other channels to advertise solicitations, such as the newspaper and social media, but it is not required to.

All requests for formal bids shall be reviewed and approved by the Town Manager prior to publication.

~~In lieu of publication in a newspaper of general circulation, the Town may post requests for proposals and requests for qualifications on its website.~~

Steps to Complete a Formal Bid: (unless otherwise stated the responsibility falls on requesting department)

1. Develop Specifications. Upon finalization of the specifications, determine any special requirements, such as bid; performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. –(See bonding and insurance requirements below.)

**Note:** template agreements and specifications with the Town's standard requirements are available in the Town Public Works Manual.

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2. Prepare all bid documents required for the request for formal bid and public notice. All bid documents become public information upon completion of the bid opening. Bid documents shall contain the following information, as applicable:

- Where the bidder can obtain bid documents
- Any costs of bid documents
- Bid submittal deadline
- Date, time, and location of bid openings.
- Any bond and/or insurance requirement.
- Any special requirements.
- A statement to the effect that the Town reserves the right to reject any and all bids and to accept the bid deemed to be the lowest reliable and responsible bidder.
- General conditions.
- Minimum specifications
- Bid proposal form
- Delivery date or completion date
- Period of bid validity.

3. If any bonds, insurance, or contracts are required or are waived, obtain Town Attorney's approval. (See bonding and insurance requirements listed below.)

4. Make a complete set of bid documents available to all qualified vendors on the bidders list through BidNet or request vendors to pick up bid documents.

5. Evaluate the bid results and determine which bid serves the Town's best interests. If the recommended vendor has not submitted the low bid, the department must demonstrate how the higher bid serves the best interests of the Town.

6. Prepare a report for the Town Manager, and/or a staff report and Resolution of Approval for the Town Council, if necessary.

7. Obtain Town Attorney’s approval on all bids requiring bonds, insurance, and/or contracts prior to the Town Council meeting to approve such purchasing.
8. Upon the Town’s award of bid, notify all bidders of the results.
9. Prepare contract(s) and present to the Town Council for approval, if required.
10. Obtain signatures on all contracts and any additional required documents from contractor, –Such as Certificates of Insurance, W-9, etc.–
11. The project manager or department initiating the contract is responsible for ensuring contract compliance, submitting invoices for future payments, monitoring deadlines and contract renewals, and forwarding final executed documents to the Town Clerk for recording.

**Bonding Requirement**

Bonds shall be executed on forms prescribed or approved by the Town Manager based upon review by the Town Attorney as to form and State of Colorado law. Normally, bonding should be used only on critical or complex purchasing actions. The Town may declare the purchasing of any standard items of commerce and services from standard trades and professions, which are not altered or customized to unique Town specifications, to be exempt from bonding requirements. Some examples of bonds are:

1. Bid Bonds. The bid bond requirement may be satisfied by receipt of a certified bank check or a bid bond. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond should be in an amount equal to, at least, ten percent (10%) of the vendors bid price.
2. Performance Bonds. A performance bond, satisfactory to the Town, may be required for all contracts awarded in excess of \$75150,000. The performance bond shall be equal to one hundred percent (100%) of the price specified in the contract, or another higher amount determined by the Town to be in the best interest of the Town.

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Commented [JJ8]: Tie this to formal bidding amounts?

Commented [TE9R8]: \$150k is the amount specified in our template agreements / contract and I believe CRS

Commented [JC10R8]: In some cases this is \$50k. See CRS 38-26-105 and 106. perhaps we just reference the statute?

3. Payment Bonds. A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all contracts awarded in excess of ~~\$75150,000~~. The payment bond shall be in an amount equal to, at least, one hundred percent (100%) of the price specified in the contract or any other higher amount determined by the Town to be in the best interest of the Town.

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Commented [JJC11]: Same.

Commented [JC12R11]: same

### Insurance Requirement

~~At the time of contract execution and prior to any payments, All contractors and approved vendors bids shall require the contractor to shall provide certificates of insurance with the Town name ds as additional insured., for the following minimum insurance coverages and amounts unless higher amounts are required by the specific bidding or the Town Attorney approves otherwise:~~

~~General Liability~~

~~\$1,000,000 each occurrence~~

~~\$2,000,000 general aggregate~~

~~Automobiles~~

~~\$1,000,000 combined single limit.~~

Commented [TE13]: This is all covered in our template agreements, and I don't want to maintain them in two places.

Commented [JC14R13]: It may worth having the minimums or establish some authority as what insurance we can require through a contract

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### ~~Documentation Requirement~~Evaluation Criteria

A Preferred Vendor's List may be established and maintained by the Town as an effort to promote competitive bidding from qualified vendors and to establish a source of suppliers.

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity, and skill to perform within the specified time limits;
- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies and materials bid;
- The bidder's past performance and references;

- Sufficiency of bidder's financial resources to fulfill the contract;
- Bidder's ability to provide future maintenance and/or service;
- Bidder's location and familiarity with the region and local suppliers.
- Other applicable factors as the Town determines necessary or appropriate, such as compatibility with existing equipment, hardware, and software.
- If a bid other than the lowest bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the Town.

**Local Vendor Preference.**

It is the policy of the Town to recognize and solicit quotes from local vendors.

Whenever such local sources exists and are competitive, purchases may be made from local vendors; however the evaluation criteria and bidding requirements shall still apply.

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**Informal Bids**

All purchases within the financial parameters of \$510,000 to \$74,999.99 shall require informal bidding procedures.

- For purchases between \$510,000 and \$24,999.99, the requesting department shall obtain and document a minimum of three (3) verbal quotations. If three (3) quotations are not obtained, valid justification must be provided and approved by the Town Manager. The Town Manager reserves the right to call for formal or informal bids.
- For purchases between \$25,000 and \$74,999.99, the requesting department shall obtain and document a minimum of three (3) written quotations or formal estimates. If three (3) quotations are not obtained, valid justification must be provided and approved by the Town Manager. The Town Manager reserves the right to call for formal or informal bids.

Steps to Complete an Informal Bid: (unless otherwise stated, the responsibility falls on the requesting department)

1. Develop specifications. Upon finalization of the specifications, prepare any documents required by the informal bid.
2. Make a copy of the specifications available to identified vendors.

3. Evaluate the bid results and determine which bid serves the Town's best interests.
4. Prepare a Purchase Order and obtain approval from the Town Manager.

### **SECTION III – CHANGE ORDERS AND PURCHASE ORDER AMENDMENTS**

A purchase order amendment shall be required when an amendment to an existing purchase order is necessary. If the amendment is less than 5% or \$500 (whichever is less) then the amendments will be automatic, meaning that the Finance Clerk will pay the invoice if all the required documents are provided in the check request. If the amount is greater than 5% or \$500 (whichever is less), the approval process is outlined below.

The Town Manager shall have authority to approve and execute written change orders with respect to any procurement authorized by this Policy; provided that the aggregate sum of all change orders for a given contract shall not exceed \$100,000 without approval by Town Council. All other change orders must be submitted to the Town Council. If a contract was approved through competitive bidding (i.e. \$75,000 or greater), and if one or more change orders will increase the total contract price by more than fifty percent (50%) of the original contract price, then Town Council may, in its sole discretion, require that the change order be treated as a separate contract subject to new bidding in accordance with this Policy, to the extent practicable. Additionally, or in the alternative, Town Council may require that the contractor solicit new competitive bids from subcontractors and/or suppliers prior to approving any change order.

### **SECTION IV – EXCEPTIONS; SPECIFIC PURCHASES**

#### **Sole Source Purchases**

It is the policy of the Town of Parachute to recognize and solicit quotes. However, in some circumstances, sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and/or there is only one vendor that can provide the good and/or service within a reasonable amount of time, and it is determined to be. ~~These purchases should be used if it is~~ in the best interest of the Town. The Town Manager shall

conduct negotiations, as appropriate, for terms on sole source purchasing.

Justification for sole source purchases must be documented and submitted to the Town Manager for prior approval. Department heads shall prepare a memo to the Town Manager justifying the sole source purchase. The bidding procedures may be waived by the Town Manager if it has been demonstrated that the requested goods and/or services are sole source item(s).

If the sole source purchase is not approved, the department shall obtain additional bids or quotes in compliance with the policy.

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TE wants additional verbiage here

### State Bid

State bid awards made by the Purchasing Division of the State of Colorado are available for use by local government agencies to purchase goods and services often at a reduced price. The Town Manager may waive the requirements of this Policy for state bid procurement, in his or her sole discretion, and may use such pricing schedules to purchase goods and services based on bids established for that purpose.

### Purchases During Emergencies

In the event of an emergency ~~or local disaster declared by the Town~~, the Town shall comply with this Purchasing Policy to the extent practicable. Purchase orders and other forms required herein for the purpose of authorizing and acquiring goods or services necessary for the for the immediate preservation of health, safety, and Town assets may be ratified after acquisition when a delay in acquiring the goods or services will cause immediate risk to health, safety, and/or Town assets, based upon the determination of the Town Manager.

Commented [TE15]: This seems to be covered separately in the next paragraph

Commented [TB16R15]: I think the first paragraph addresses that in case of emergency we may purchase and then do supplement after. Second one says we will not be required to comply with policy.

Goods and services necessary for the immediate preservation of health and safety during the event of a local disaster shall not require compliance with bidding and advertising requirements set forth in this ~~Policy, and~~ Policy and may be awarded on a sole-source basis.

## Recurring and Reoccurring Procurement

Recurring procurements are ongoing agreements for goods and services that may be long-term. Examples include the Town's contracts for advertising and marketing, bulk fuel vendor, and Janitorial Services.

- In any case where the Town has, within the preceding ~~two-three~~ (3) years, pursuant to a bidding process awarded a contract for the procurement of any good, service, or construction on a unit price basis, the Town Manager may negotiate with the successful bidder for the purchase of additional quantities of the good (including updated or newer version of such good), units of service, or construction. No such procurement shall be made at a price higher than ~~10~~15% of the previous award. Recurring procurement may also happen if it is in the best interest of the Town and approved by the Town Manager

- After initial award of a contract through the bidding process, a contract may be renewed ~~annually~~ by the Town in its discretion by the Purchasing Agent and / or Town Manager, providing the service has been deemed satisfactory and the increase in the cost of renewal does not exceed ~~10~~15% of the original contract amount.

## Appointed Positions

The process for appointed positions (~~auditor, attorney, engineer, municipal judge, building official, planner~~) shall be determined by Town Council or Town Manager, utilizing whatever method or procedure the Town Council or Town Manager deems appropriate in its sole discretion or pursuant to applicable law.

### Contracted Professional Positions

Contracted Professional Services within the organization that are relevant or important to the routine, and or daily activities that the Town undertakes to function or manage the operations of the town such as Building Official, Planner, Auditor, and Engineering will be required to follow a bidding process at minimum every five years.

## Town Council Waiver of Procedures

Upon a majority vote, the Town Council may approve a waiver of any of the provisions of this Policy, after consideration of the particular facts and

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Commented [TE17]: I'm not sure if this provides enough clarity for our ongoing contracts. For example, does this mean we should be going out to bid every 2 years? Should we differentiate between chosen vendors and contracted positions? E.g. Fuel Vendor vs. Town Planner?

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Commented [JC18]: Do you want to limit the number of renewals before re-bidding? E.g. 3?

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Commented [TB19]: Should we add a part that is not appointed positions as auditor, planner are not appointed by council

Commented [TB20]: Do you want to put the out for bid at minimum every 5 years here or leave it at TM discretion.

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circumstances necessitating the request for waiver. All of the procedures herein may be modified to prevent the loss of any gift or grant to the Town.

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## Other Exceptions

Other exceptions to the purchasing policies may be made with approval of the Town Manager. These exceptions will be made based on the best interest of the Town including the type and quality of services or goods provided, the cost for provision of these services and the importance and efficiencies of Town operations that may be achieved through continuity in the provision of these services and goods. Types of purchases which may fall under this area of exemption include contract labor or professional services which are provided to the Town by vendors who have specialized knowledge of the operations of the Town in their area of expertise. Examples of such services may include the Water Attorney, information technology services, banking services and insurance. Justification for other exceptions to the purchasing policy will be documented in the same manner as sole source and emergency purchases.

## SECTION V – CHECK REQUESTS

Check requests will be granted on the following circumstances:

- Original invoice must be received by the Finance Director or their designee. Invoice must be approved and have general ledger coding.
- All requests for payment must be signed by the respective department director or Town Manager.
- Receiving documents must be attached and signed off. This is not necessary unless you would like to add it for documentation purposes.
- Purchase Order must be referenced, if applicable.
- Checks will be cut in accordance ~~to~~with the Finance Department's schedule.

## SECTION VI – DEFINITIONS

Capital Asset: Tangible property, including durable goods, equipment, buildings, installations, and land valued at \$5,000 or more.

Capital Improvement Projects (CIP): Any project to build, alter, regulate or maintain: Necessary public buildings, streets and alleys,

	public parks and facilities, municipal utilities, sidewalks, highways, or public grounds.
Capital Outlay	Expenditures which result in the acquisition of or addition to capital assets (\$5,000 or more).
Capital Projects	Projects that are budgeted in capital accounts.
Cost of Operations	Expenditures categorized as supplies or contractual services; non-capital.
Emergency Conditions	Situations in which the health, welfare, and/or safety of employees or the public are endangered, or to effectuate a savings. This includes those instances when immediate repair to Town property, equipment, or vehicles is necessary under the aforementioned circumstances.
Encumbrances	An amount of money committed and reserved, but not yet expended for the purchase of a specific good or service.
Expenditures	Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.
Over Budget Expenditures	Expenditures that have exceeded the total amount budgeted in a given department or fund.
Professional Services	Those services within the scope of the practice of architecture, engineering, planning, professional land surveying and landscape engineering/designing, industrial hygiene, legal counsel, financial advisors, mapping, IT professionals, and banks.
Purchase Order	A document that authorizes the delivery of specified merchandise or the rendering of certain services and the making of a charge for them.
Retainage	A portion or percentage of payments due for work completed on a contract that is held back until the entire job is completed satisfactorily.

Services	The furnishing of labor, time, or effort by a contractor not involving the delivery of a specific end product other than reports that are merely incidental to the required performance. The term does not include professional services as previously defined.
Sole Source Purchase	A procurement of goods or services can only be obtained from a single local supplier capable of meeting all specifications and purchase requirements or when it is in the Town's best interest.
Surplus Property	Materials and equipment that are no longer necessary to Town operations, obsolete, and/or excessively expensive to maintain.
Unbudgeted Expenditures	Expenditures for which no funds have been budgeted.

DRAFT



# **PURCHASING POLICY**

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## **Use of Policy**

**This policy and the procurement procedures herein are promulgated solely in support of the proper exercise of the Town's fiscal responsibilities and for the benefit of the Town of Parachute, and confer no rights, duties, or entitlements to any vendor, bidder or contractor.**

## PURCHASING POLICY PRINCIPLES

The goal of these purchasing policies and guidelines is to obtain materials, services, and equipment at the lowest responsible cost, consistent with the quality needed for effective use and performance. The Town further wishes to be consistent and equitable, and to avoid impropriety or the appearance of impropriety. The following principles should be adhered to in the procurement of materials and services:

1. **Fair Competition.** The Town shall treat all bidders with fairness and ensure that they are given the same level of information when preparing quotations.
2. **Cost Effectiveness.** Quotations and bids shall be evaluated not only on competitiveness in pricing but also factors such as the quality of the products/services and track records of the bidders.
3. **Transparency.** To ensure transparency, quotation or bid documents should provide all the necessary information to facilitate submission of appropriate and competitive quotations.
4. **Public Accountability.** The Town of Parachute shall be held accountable to the public for any procurement involving the use of public funds.
5. **Local Vendor Preference.** It is the policy of the Town to recognize and solicit quotes from local vendors. Whenever such local sources exist and are competitive, purchases may be made from local vendors; however, the evaluation criteria listed under bidding requirements shall still apply.

## GENERAL PURCHASING POLICIES

1. All purchases shall be made in accordance with the adopted budget. The department head shall provide budgetary control for their departments ensuring that adequate funds are available for all purchases.
2. All employees will adhere to the procedures within this document.
3. Town officials or employees shall not accept any valuable gifts, rewards, discounts, services, loans, favor, things of value, promise, or other valuable consideration from any person or entity which may tend to influence the discharge of official duties or give the appearance of undue influence. To that end, solicitation, acceptance, or receipt of a thing of value having a fair market value or aggregate

actual cost greater than \$75.00 is a violation in accordance with Article XXIX, Section 3 of the Colorado Constitution.

4. Town officials and employees must avoid conflicts of interest, real or perceived, and shall always put the public's best interest ahead of any personal, financial, or any benefit they might receive about a purchase or decision. Town Manager approval is required when any Town employees or their family members maintain a financial or ownership interest in a customer, vendor, other business partner or competitor. For the purposes of this policy, a 'family member' includes a Town employee's spouse, domestic partner, parents, children, grandparents, and siblings.
5. All purchase orders, checks and invoices will be processed in the payment cycle and procedures – as determined by the Finance Department. Currently, checks are processed the second and fourth Tuesday of the month. Invoices and all requests for payment must be received no later than Monday at 5 p.m. on the week of processing. Failure to meet established deadlines will result in a payment being delayed until the next payment cycle.
  - a) **DO NOT PROMISE OR GUARANTEE** a check to anyone on a certain date or time.
  - b) Special requests for payments outside of the normal schedule shall be approved by the Town Manager.

## PURCHASING LEVELS

Amount*	Required Procedures
Less than \$250.00	Purchases less than \$250 can be paid for with cash advance or can be reimbursed to the employee. A completed "Petty Cash" form and approval from the Finance Dept. is required prior to receiving any petty cash funds. Receipts and excess petty cash must be returned to the Town within three (3) business days of purchase. Reimbursement requests must be submitted within 45 days of purchase.
\$250.00 to \$9,999.99	Purchases within these amounts must be approved in advance by a Department Head or the Town Manager in advance and require the vendor invoice and/or receipt and receiving document when the items are received.
\$10,000.00 to \$24,999.99	This level of purchase requires the preparation of a Purchase Order.  Informal estimates or oral quotes are required from a minimum of three (3) vendors. These quotes must be documented or noted on a quote form.
\$25,000.00 to \$74,999.99	This level of purchase requires the preparation of a Purchase Order.  Written quotes or formal estimates are required from a minimum of three (3) vendors.
\$75,000.00 and Above	This level of purchase requires the preparation of a Purchase Order and a Formal Bidding Process.
<p><u>Authorization Required.</u> All purchases for goods and/or services under \$100,000.00 shall be approved by the Town Manager, unless noted otherwise. Purchases of goods and/or services at or over \$100,000.00 require approval from the Town Council. The Town Manager may call for a formal or informal bid on the purchase of any product or service without consideration of dollar amount.</p> <p>The Town Manager may waive the quotation and all formal bidding requirements if it is determined that it is an emergency or not practical or advantageous to the Town.</p> <p><u>Division of Contracts Prohibited.</u> No procurement shall be divided to avoid the procedural requirements in this Policy.</p>	

Unbudgeted Expenditures. If necessary and deemed warranted by the Town Manager, expenditures may be considered for a supplemental budget request to be presented to the Town Council prior to the end of the fiscal year in accordance with budgetary procedures or otherwise in compliance with C.R.S. § 24-91-103.6.

\*Amount – Amount is considered the total value of the procurement over the entire term of the agreement. For example, an agreement to purchase one item a month for three years, and the item costs \$1,000 each, the Amount would be \$36,000 for the procurement and for the purposes of this policy. ( $\$1,000 \times 36 \text{ months} = \$36,000$ )

## **SECTION I – PURCHASING**

A petty cash request, vendor invoice, or a purchase order to inform the Town’s Finance Department of the needs of the departments, correctly identifies a material or service requested for the department’s operations and identifies the expenditure account number to which the purchase is to be charged.

**Petty Cash:** the petty cash fund shall be used to pay for small obligations which do not exceed \$250.00. Petty cash will be granted under the following circumstances:

- The purchase requires a cash payment, and the Town’s traditional procurement methods of purchasing cards and checks are not feasible.
- An employee is requesting a cash advance for expenditures relating to Town business. Sales receipts and any excess petty cash must be returned to the Town within three (3) business days. The receipt shall be signed and a purpose for the purchase shall be written on the receipt.
- An employee is requesting a reimbursement for an expenditure(s) relating to Town business. The receipt shall be signed and a purpose for the purchase shall be written on the receipt. Reimbursement requests shall be submitted no later than 45 days from the date of the purchase.

It is the responsibility of the employee using the petty cash fund to obtain the Town’s tax-exempt number and ensure the purchase is tax-exempt. Tax paid will not be reimbursed or otherwise covered by the Town.

**Purchase Orders:** Purchase orders are used to initiate the purchase of materials or services of \$10,000 or more. Purchase orders will be granted under the following circumstances:

- The requesting department shall be responsible for obtaining prices, designating vendors, and following the purchase order process in Caselle in advance of the required purchase date.

- The Purchase Order Process in Caselle consists of applicable approvals and documentation, including, but not limited to, a valid W-9 for the vendor, Certificate of Insurance, and contract agreements..
- A purchase order number must be obtained prior to placing orders with vendors.

Vendors must be approved and set up in Caselle prior to placing a purchase order. This allows us to verify Town vendors are valid businesses with all required licenses and insurance. A purchase order authorizes a vendor to release goods or services to the Town and informs them that the funds have been encumbered to pay for the goods or services. A purchase order becomes a binding contract when the vendor demonstrates its acceptance of the purchase order through the initiation of some action to fill the order.

A purchase order is to be used for one-time purchases of \$10,000.00 or more.

Expenditures that do not require a purchase order include the following:

- Bond and Interest Payments
- Payroll Checks
- Payroll Taxes
- Insurance Payments
- Payroll Deductions
- Utility / Telecommunication Billing
- Dues and Subscriptions
- Town-contracted Vendors with Employment Agreements (e.g. Town Planner, Municipal Judge, Town Attorney, Town Engineer, Town Electrician, Chief Building Official, etc.)

## **SECTION II – BIDDING**

Bidding procedures are used to provide vendors the opportunity to bid, to elicit greater vendor response, to meet Colorado statutory requirements, and to promote competitive prices from vendors for the purchase of capital equipment and other items of significant monetary value.

The Town Manager reserves the right to call for formal or informal bids regardless of the amount to be spent, and to waive bidding requirements if it is determined that it is an emergency or not practical or advantageous to the Town.

As used herein, “bidding” shall include requests for bids, requests for proposals, and/or

requests for qualifications. The responsible department director shall determine when bidding procedures shall utilize a request for bids, request for proposals, or request for qualifications, as appropriate.

All purchases of goods or acquisition of services of \$75,000.00 and over and all purchases of car, trucks, and heavy equipment shall require formal bidding procedures unless otherwise required by statute or Charter. Bids obtained through the State bidding process are exempt from this policy. (See the "State Bid" section of this document.)

## Types of Bids:

### **Formal Solicitations / Competitive Bidding**

Notices, general instructions, conditions, and specifications shall be made available to identified vendors. The Town utilizes BidNet as the main publication tool to advertise opportunities and solicit bids, which is available through the Town's website. The Town may also utilize other channels to advertise solicitations, such as the newspaper and social media, but it is not required to.

All requests for formal bids shall be reviewed and approved by the Town Manager prior to publication.

Steps to Complete a Formal Bid: (unless otherwise stated the responsibility falls on requesting department)

1. Develop Specifications. Upon finalization of the specifications, determine any special requirements, such as bid; performance and payment bonds; insurance; retainage; and any special requirements the requesting department may need. (See bonding and insurance requirements below.)
2. Prepare all bid documents required for the request for formal bid and public notice. All bid documents become public information upon completion of the bid opening. Bid documents shall contain the following information, as applicable:

- Where the bidder can obtain bid documents
- Any costs of bid documents
- Bid submittal deadline

**Note:** template agreements and specifications with the Town's standard requirements are available in the Town Public Works Manual.

- Date, time, and location of bid openings.
  - Any bond and/or insurance requirement.
  - Any special requirements.
  - A statement to the effect that the Town reserves the right to reject any and all bids and to accept the bid deemed to be the lowest reliable and responsible bidder.
  - General conditions.
  - Minimum specifications
  - Bid proposal form
  - Delivery date or completion date
  - Period of bid validity.
3. If any bonds, insurance, or contracts are required or are waived, obtain Town Attorney's approval. (See bonding and insurance requirements listed below.)
  4. Make a complete set of bid documents available to all qualified vendors on the bidders list through BidNet.
  5. Evaluate the bid results and determine which bid serves the Town's best interests. If the recommended vendor has not submitted the low bid, the department must demonstrate how the higher bid serves the best interests of the Town.
  6. Prepare a report for the Town Manager, and/or a staff report and Resolution of Approval for the Town Council, if necessary.
  7. Obtain Town Attorney's approval on all bids requiring bonds, insurance, and/or contracts prior to the Town Council meeting to approve such purchasing.
  8. Upon the Town's award of bid, notify all bidders of the results.
  9. Prepare contract(s) and present to the Town Council for approval, if required.
  10. Obtain signatures on all contracts and any additional required documents from contractor, such as Certificates of Insurance, W-9, etc.
  11. The project manager or department initiating the contract is responsible for ensuring contract compliance, submitting invoices for future payments, monitoring deadlines and contract renewals, and forwarding final executed documents to the Town Clerk for recording.

## **Bonding Requirement**

Bonds shall be executed on forms prescribed or approved by the Town Manager based upon review by the Town Attorney as to form and State of Colorado law. Normally, bonding should be used only on critical or complex purchasing actions. The Town may declare the purchasing of any standard items of commerce and services from standard trades and professions, which are not altered or customized to unique Town specifications, to be exempt from bonding requirements. Some examples of bonds are:

1. Bid Bonds. The bid bond requirement may be satisfied by receipt of a certified bank check or a bid bond. The bid security is submitted as guarantee that the bid will be maintained in full force and effect for a period of thirty (30) calendar days after the opening of bids or as specified in the solicitation documents. If the supplier/contractor fails to provide the bid security with the bid, the bid shall be deemed non-responsive. The bid bond should be in an amount equal to, at least ten percent (10%) of the vendors bid price.
2. Performance Bonds. A performance bond, satisfactory to the Town, may be required for all contracts awarded in excess of \$150,000. The performance bond shall be equal to one hundred percent (100%) of the price specified in the contract, or another higher amount determined by the Town to be in the best interest of the Town.
3. Payment Bonds. A payment bond for the protection of all persons supplying labor and material to the contractor or its subcontractors may be required for all contracts awarded in excess of \$150,000. The payment bond shall be in an amount equal to, at least, one hundred percent (100%) of the price specified in the contract or any other higher amount determined by the Town to be in the best interest of the Town.

## **Insurance Requirement**

At the time of contract execution and prior to any payments, all contractors and approved vendors shall provide certificates of insurance with the Town named as additional insured.

## Evaluation Criteria

A Preferred Vendor's List may be established and maintained by the Town as an effort to promote competitive bidding from qualified vendors and to establish a source of suppliers.

In addition to the bid amount, additional factors will be considered as an integral part of the bid evaluation process, including, but not limited to:

- The bidder's ability, capacity, and skill to perform within the specified time limits;
- The bidder's experience, reputation, efficiency, judgment, and integrity;
- The quality, availability, and adaptability of the supplies and materials bid;
- The bidder's past performance and references;
- Sufficiency of bidder's financial resources to fulfill the contract;
- Bidder's ability to provide future maintenance and/or service;
- Bidder's location and familiarity with the region and local suppliers.
- Other applicable factors as the Town determines necessary or appropriate, such as compatibility with existing equipment, hardware, and software.
- If a bid other than the lowest bid is recommended, the requesting department must demonstrate how the higher bid serves the best interests of the Town.

### **Local Vendor Preference.**

It is the policy of the Town to recognize and solicit quotes from local vendors. Whenever such local sources exist and are competitive, purchases may be made from local vendors; however the evaluation criteria and bidding requirements shall still apply.

## Informal Bids

All purchases within the financial parameters of \$10,000 to \$74,999.99 shall require informal bidding procedures.

- For purchases between \$10,000 and \$24,999.99, the requesting

department shall obtain and document a minimum of three (3) verbal quotations. If three (3) quotations are not obtained, valid justification must be provided and approved by the Town Manager. The Town Manager reserves the right to call for formal or informal bids.

- For purchases between \$25,000 and \$74,999.99, the requesting department shall obtain and document a minimum of three (3) written quotations or formal estimates. If three (3) quotations are not obtained, valid justification must be provided and approved by the Town Manager. The Town Manager reserves the right to call for formal or informal bids.

Steps to Complete an Informal Bid: (unless otherwise stated, the responsibility falls on the requesting department)

1. Develop specifications. Upon finalization of the specifications, prepare any documents required by the informal bid.
2. Make a copy of the specifications available to identified vendors.
3. Evaluate the bid results and determine which bid serves the Town's best interests.
4. Prepare a Purchase Order and obtain approval from the Town Manager.

## **SECTION III – CHANGE ORDERS AND PURCHASE ORDER AMENDMENTS**

A purchase order amendment shall be required when an amendment to an existing purchase order is necessary. If the amendment is less than 5% or \$500 (whichever is less) then the amendments will be automatic, meaning that the Finance Clerk will pay the invoice if all the required documents are provided in the check request. If the amount is greater than 5% or \$500 (whichever is less), the approval process is outlined below.

The Town Manager shall have authority to approve and execute written change orders with respect to any procurement authorized by this Policy; provided that the aggregate sum of all change orders for a given contract shall not exceed \$100,000 without approval by Town Council. All other change orders must be submitted to the Town Council. If a contract was approved through competitive bidding (i.e. \$75,000 or greater), and if one or more change orders will increase the total contract price by more than fifty percent (50%) of the original contract

price, then Town Council may, in its sole discretion, require that the change order be treated as a separate contract subject to new bidding in accordance with this Policy, to the extent practicable. Additionally, or in the alternative, Town Council may require that the contractor solicit new competitive bids from subcontractors and/or suppliers prior to approving any change order.

## **SECTION IV – EXCEPTIONS; SPECIFIC PURCHASES**

### **Sole Source Purchases**

It is the policy of the Town of Parachute to recognize and solicit quotes. However, in some circumstances, sole source purchases may be made if it has been determined that there is only one good or service that can reasonably meet the need and/or there is only one vendor that can provide the good and/or service within a reasonable amount of time, and it is determined to be in the best interest of the Town. The Town Manager shall conduct negotiations, as appropriate, for terms on sole source purchasing.

Justification for sole source purchases must be documented and submitted to the Town Manager for prior approval. Department heads shall prepare a memo to the Town Manager justifying the sole source purchase. The bidding procedures may be waived by the Town Manager if it has been demonstrated that the requested goods and/or services are sole source item(s).

If the sole source purchase is not approved, the department shall obtain additional bids or quotes in compliance with the policy.

### **State Bid**

State bid awards made by the Purchasing Division of the State of Colorado are available for use by local government agencies to purchase goods and services often at a reduced price. The Town Manager may waive the requirements of this Policy for state bid procurement, in his or her sole discretion, and may use such pricing schedules to purchase goods and services based on bids established for that purpose.

### **Purchases During Emergencies**

In the event of an emergency, the Town shall comply with this Purchasing Policy to the extent practicable. Purchase orders and other forms required herein for the

purpose of authorizing and acquiring goods or services necessary for the for the immediate preservation of health, safety, and Town assets may be ratified after acquisition when a delay in acquiring the goods or services will cause immediate risk to health, safety, and/or Town assets, based upon the determination of the Town Manager.

Goods and services necessary for the immediate preservation of health and safety during the event of a local disaster shall not require compliance with bidding and advertising requirements set forth in this Policy and may be awarded on a sole-source basis.

**Recurring and Reoccurring Procurement** Recurring procurements are ongoing agreements for goods and services that may be long-term. Examples include the Town's contracts for advertising and marketing, bulk fuel vendor, and Janitorial Services.

In any case where the Town has, within the preceding three (3) years, pursuant to a bidding process awarded a contract for the procurement of any good, service, or construction on a unit price basis, the Town Manager may negotiate with the successful bidder for the purchase of additional quantities of the good (including updated or newer version of such good), units of service, or construction. No such procurement shall be made at a price higher than 15% of the previous award. Recurring procurement may also happen if it is in the best interest of the Town and approved by the Town Manager

After initial award of a contract through the bidding process, a contract may be renewed by the Town in its discretion by the Purchasing Agent and / or Town Manager providing the service has been deemed satisfactory and the increase in the cost of renewal does not exceed 15% of the original contract amount.

## **Appointed Positions**

The process for appointed positions (attorney, r, municipal judge) shall be determined by Town Council or Town Manager, utilizing whatever method or procedure the Town Council or Town Manager deems appropriate in its sole discretion or pursuant to applicable law.

### **Contracted Professional Positions**

Contracted Professional Services within the organization that are relevant or important to the routine, and or daily activities that the Town undertakes to function or

manage the operations of the town such as Building Official, Planner, Auditor, and Engineering will be required to follow a bidding process at minimum every five years.

### **Town Council Waiver of Procedures**

Upon a majority vote, the Town Council may approve a waiver of any of the provisions of this Policy, after consideration of the particular facts and circumstances necessitating the request for waiver. All of the procedures herein may be modified to prevent the loss of any gift or grant to the Town.

### **Other Exceptions**

Other exceptions to the purchasing policies may be made with approval of the Town Manager. These exceptions will be made based on the best interest of the Town including the type and quality of services or goods provided, the cost for provision of these services and the importance and efficiencies of Town operations that may be achieved through continuity in the provision of these services and goods. Types of purchases which may fall under this area of exemption include contract labor or professional services which are provided to the Town by vendors who have specialized knowledge of the operations of the Town in their area of expertise. Examples of such services may include the Water Attorney, information technology services, banking services and insurance. Justification for other exceptions to the purchasing policy will be documented in the same manner as sole source and emergency purchases.

## **SECTION V –CHECK REQUESTS**

Check requests will be granted on the following circumstances:

- Original invoice must be received by the Finance Director or their designee. Invoice must be approved and have general ledger coding.
- All requests for payment must be signed by the respective department director or Town Manager.
- Receiving documents must be attached and signed off. This is not necessary unless you would like to add it for documentation purposes.
- Purchase Order must be referenced, if applicable.
- Checks will be cut in accordance with the Finance Department’s schedule.

## SECTION VI – DEFINITIONS

Capital Asset:	Tangible property, including durable goods, equipment, buildings, installations, and land valued at \$5,000 or more.
Capital Improvement Projects (CIP):	Any project to build, alter, regulate or maintain: Necessary public buildings, streets and alleys, public parks and facilities, municipal utilities, sidewalks, highways, or public grounds.
Capital Outlay	Expenditures which result in the acquisition of or addition to capital assets (\$5,000 or more).
Capital Projects	Projects that are budgeted in capital accounts.
Cost of Operations	Expenditures categorized as supplies or contractual services; non-capital.
Emergency Conditions	Situations in which the health, welfare, and/or safety of employees or the public are endangered, or to effectuate a savings. This includes those instances when immediate repair to Town property, equipment, or vehicles is necessary under the aforementioned circumstances.
Encumbrances	An amount of money committed and reserved, but not yet expended for the purchase of a specific good or service.
Expenditures	Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.
Over Budget Expenditures	Expenditures that have exceeded the total amount budgeted in a given department or fund.
Professional Services	Those services within the scope of the practice of architecture, engineering, planning, professional land surveying and landscape engineering/designing, industrial hygiene, legal counsel, financial advisors, mapping, IT professionals, and banks.

Purchase Order	A document that authorizes the delivery of specified merchandise or the rendering of certain services and the making of a charge for them.
Retainage	A portion or percentage of payments due for work completed on a contract that is held back until the entire job is completed satisfactorily.
Services	The furnishing of labor, time, or effort by a contractor not involving the delivery of a specific end product other than reports that are merely incidental to the required performance. The term does not include professional services as previously defined.
Sole Source Purchase	A procurement of goods or services can only be obtained from a single local supplier capable of meeting all specifications and purchase requirements or when it is in the Town's best interest.
Surplus Property	Materials and equipment that are no longer necessary to Town operations, obsolete, and/or excessively expensive to maintain.
Unbudgeted Expenditures	Expenditures for which no funds have been budgeted.



*Integrity • Respect • Teamwork • Pride • Innovation • Diversity*

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

## AGENDA ITEM SUMMARY

**TO:** Mayor and Town Council

**FROM:** Travis Elliott, Town Manager  
Teresa Beecraft, Finance Director  
Harley Walker, Public Works Director

**MEETING DATE:** February 20, 2025

**MEMO DATE:** February 12, 2025

**AGENDA ITEM:** Resolution No. 2025-12 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE RENEWAL OF A MUNICIPAL SOLID WASTE SINGLE-HAULER AGREEMENT FOR RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICES WITH BRUIN WASTE MANAGEMENT LLC

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### EXECUTIVE SUMMARY:

P.M.C. 09.01.030 establishes a “solid waste collection system for the collection and disposal of refuse, recyclables, and other waste for the benefit of all persons residing within Town limits” and allows for the Town to contract with a refuse hauler contractor to provide such services on the Town’s behalf.

In 2022, after a competitive solicitation and bidding process, the Town renewed our existing agreement with Dependable Waste as the Town’s refuse hauler contractor. Dependable Waste was the Town’s solid waste hauler for approximately 20 years until they were acquired by Bruin Waste Management in 2023.

Our existing agreement was assigned to Bruin Waste and is set to expire in March 2025. After negotiations and discussions, both parties would like to renew the existing agreement at the same rates from 2022. This means residential charges for garbage services will remain flat and not increase in 2025. Moving forward, the new agreement requires any price increase to be less than CPI or 5%, whichever is less, and to be delivered to the Town prior to budget season.

The attached agreement is for another three-year term, and it requires Town Council approval via Resolution No. 2025-12.

The agreement also includes trash service for the Town’s dumpsters at various locations. These rates were adjusted under the new agreement.

**FINANCIAL IMPACT:**

The cost for the refuse collection services are considered a “pass through” and the charges are billed and collected from individual residential customers. The renewal of the agreement maintains our existing rates and will not result in an increased cost for residential customers or the Town’s Garbage Fund.

The rates for providing service at the Town’s dumpster locations were adjusted and vary by location. The total net change in cost to the Town is estimated to be a savings of approximately \$1,840 per year.

**APPLICABILITY TO TOWN COUNCIL GOALS:**

Although the Town’s refuse collection services are not directly related to any particular Town Council goal, providing trash and recycling services are an essential component to maintaining a high quality of life in our community. It also ensures that the services are provided in the most efficient manner possible, which saves our community and customers money.

**TOWN COUNCIL OPTIONS:**

1. Approve Resolution No. 2025-12
2. Approve Resolution No. 2025-12 with modifications
3. Decline to approve Resolution No. 2025-12 at this time and direct staff how to proceed.

**STAFF RECOMMENDATION:**

1. Approve Resolution No. 2025-12

**ATTACHMENTS:**

1. Resolution No. 2025-12 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE RENEWAL OF A MUNICIPAL SOLID WASTE SINGLE-HAULER AGREEMENT FOR RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICES WITH BRUIN WASTE MANAGEMENT LLC
2. Resolution No. 2025-04 - Exhibit A – Municipal Solid Waste Single-Hauler Agreement for Residential Refuse and Recycling Collection Services

**TOWN OF PARACHUTE, COLORADO  
RESOLUTION NO. 2025-12**

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**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE RENEWAL OF A MUNICIPAL SOLID WASTE SINGLE-HAULER AGREEMENT FOR RESIDENTIAL REFUSE AND RECYCLING COLLECTION SERVICES WITH BRUIN WASTE MANAGEMENT LLC**

**WHEREAS**, Parachute Municipal Code (PMC) 09.01.030 establishes a solid waste collection system for the collection and disposal of refuse, recyclables, and other waste for the benefit of all persons residing within Town limits and allows for the Town to contract with a refuse hauler contractor to provide such services on the Town’s behalf; and

**WHEREAS**, the Town of Parachute wishes to contract for solid waste hauling services for the residential refuse and recycling within the Town of Parachute and appoint a refuse hauler contractor (the “Services”); and

**WHEREAS**, Bruin Waste Management wishes to provide such Services as the Town’s refuse hauler contractor pursuant to the terms of the Agreement enclosed as **Exhibit A**, and the Town wishes to approve such Agreement and for Bruin Waste Management (the “Contractor”) to provide the Services.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL 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 Council hereby approves the Agreement for Services with the Contractor, enclosed as Exhibit A and incorporated herein, and authorizes the Town Manager to sign.
- Section 3. The Town Council hereby authorizes the Town Manager to make necessary additional minor modifications and negotiations that do not result in a significant increase in the contractual amount prior to executing the agreement.

**INTRODUCED, PASSED, ADOPTED, AND APPROVED** by a vote of \_\_\_\_\_ to \_\_\_\_\_ of the Town Council of the Town of Parachute, Colorado at a regular meeting held at Town Hall in the Town of Parachute, Colorado, on the 20<sup>th</sup> day of February, 2025.

**TOWN COUNCIL OF THE  
TOWN OF PARACHUTE, COLORADO**

**ATTEST:**

By \_\_\_\_\_  
Tom Rugaard, Mayor

\_\_\_\_\_  
Lucy Spalenka, Town Clerk

**AGREEMENT FOR PROFESSIONAL SOLID WASTE REMOVAL SERVICES IN PARACHUTE, CO**

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2025 by and between the **TOWN OF PARACHUTE, COLORADO**, a home rule municipality (the "Town"), and **BRUIN WASTE MANAGEMENT, LLC** ("Contractor").

WHEREAS, Parachute Municipal Code (PMC) 09.01.030 establishes a single collection system for the efficient and safe disposal of all refuse, recyclables, and other waste for the benefit of all persons residing within Town limits and allows for the Town to contract with a refuse hauler contractor to provide such services on the Town’s behalf; and

WHEREAS, the Town desires that Contractor perform solid waste removal services as the designated single hauler within Town limits and as the Town’s refuse hauler contractor, and the Contractor desires to complete the following services set forth in this Agreement; and

WHEREAS, Contractor desires to perform such services 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, and Contractor agrees to provide, the "Solid Waste Removal Services" for the Town set forth in **Exhibit A** and summarized as follows:

**a. Residential Customers:**

Type	# of Customers	# of 96 gal containers	# of weekly pickups
Residential	~250	1	1
Residential	~60	2	1
Residential	~3	3	1

**b. Town Dumpsters:**

Location	Type of container	# of weekly pickups
Town Hall	2 Yd	1

Water Plant	2 Yd	1
Public Works	Roll off	As needed / on call
Cottonwood Park	2 Yd	1
Wasson McKay Park	3 Yd	1
Rest Area	4 Yd	1
Boat Ramp	2 Yd	As needed / on call

**c. Commercial Customers:**

Commercial customers of Contractor are outside the scope of this agreement and Contractor shall directly bill all commercial customers.

d. **Town Spring Clean Up Event.** In addition, Contractor shall provide solid waste hauling services to the Town’s annual spring cleanup event (Parachute Pick Up), including the provision of dumpsters for an additional charge to the Town at an amount equal to Contractor's actual cost.

2. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Solid Waste Removal Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Solid Waste Removal Services on the terms and conditions set forth herein. The Town reserves the right to omit any of the Solid Waste Removal Services identified herein upon written notice to Contractor.

3. Compensation. The Town agrees to bill, collect, and remit to Contractor the sum of monthly charges due from all Residential Class customers the total amount paid and not to exceed the total amount as calculated based on the pricing set forth in Exhibit A for the Solid Waste Removal Services provided.

- Residential Services:
  - \$16/m minimum for one 96 Gallon container
  - \$24/m for one additional container and two 96 Gallon containers total
  - Additionally, Contractor shall provide the Town residents an option for recycling services and bear proof cans at the additional monthly fees set forth in Exhibit A, which shall be billed by the Town to customers and remitted to Contractor.
- Town Dumpster / Service
  - Pricing set forth in Exhibit A

Subject to annual appropriation each, the Parties shall meet prior to August 1 of each year to review compensation increases for the subsequent year and any proposed compensation increases must be provided no later than August 31 of such and, in any case, shall not exceed 5% or CPI, whichever is less. This cost of Solid Waste Removal Services may be adjusted to reflect the deletion by the Town in its sole discretion of any of the Solid Waste Removal Services.

The Contractor's bid and pricing to complete the Solid Waste Removal Services is attached hereto as **Exhibit A** and incorporated herein by this reference. The Town shall make payment within 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 Solid Waste Removal Services performed for which payment is requested. All amounts not paid when due shall bear interest at the rate of 1% per annum.

4. Term. The Term of this Agreement shall be for a three-year period from March 17, 2025 through March 31, 2028, subject to annual appropriation and termination provisions herein.

5. 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.

6. 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.

7. 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.

8. 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.**

9. Insurance Requirements. The following insurances policies shall be required in accordance with the discretion of the Town Manager in light of the services provided under this Agreement.

- 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 Solid Waste Removal 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 Solid Waste Removal Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after 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-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.

10. 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.

#### 11. Termination.

- a. 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 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 Solid Waste Removal 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 Solid Waste Removal 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. Accessibility Indemnification. Contractor shall indemnify, save, and hold harmless the Town, its officers, employees, and agents, against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Town's officers, employees, and agents in relation to Contractor's failure to comply with C.R.S §§ 24-85-101, et seq., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S §24-85-103 (2.5).

13. Accessibility. Contractor shall comply with and the work product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

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 Solid Waste Removal 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 days after being sent by certified mail, return receipt requested:



**EXHIBIT A**  
**CONTRACTOR'S BID & PRICING**

## EXHIBIT A

### 2025 Pricing - Bruin Waste - Single Hauler Solid Waste Agreement

#### Residential

	Cost	Frequency
Single 96 Gallon Container	\$ 16.00	Per Month
Double 96 Gallon Container	\$ 24.00	Per Month
Each Additional 96 Gallon Container	\$ 8.00	Per Month
Recycling Container	\$ 16.00	Per Month
Bear Proof Container	\$ 5.00	Additional Per Month

#### Town Service

	Cost per Pickup	Scheduled Frequency
Town Hall Dumpster - 2yd	\$ 75.00	Weekly
Water Plant Dumpster - 2yd	\$ 75.00	Weekly
Public Works Rolloff	\$ 350.00	As needed
Cottonwood Park - 2yd	\$ 80.00	Weekly
Wasson McKay Park - 3yd	\$ 100.00	Weekly
Rest Area - 4 yd	\$ 130.00	Weekly
Boat Ramp - 2yd	\$ 50.00	As needed

**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 Solid Waste Removal Services or subsequently employs any person to perform the Solid Waste Removal 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 exposes 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: \_\_\_\_\_