



AGENDA
TOWN OF PARACHUTE
TOWN COUNCIL REGULAR MEETING
222 GRAND VALLEY WAY PARACHUTE, CO 81635
SEPTEMBER 21, 2023 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.

(A) CALL TO ORDER & ROLL CALL

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

(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 AUGUST 17, 2023 REGULAR TOWN CONCIL MEETING**
[2023.08.17TCMINUTES.pdf](#)
- D.2 EXPENDITURES PAID FROM AUGUST 10, 2023, THROUGH SEPTEMBER 13, 2023.**
[EXPENDITURES AUG - SEPT 2023](#)
- D.3 MEETINGS - UPCOMING**
[Draft Town Council Agendas and Upcoming Meetings.docx](#)
- D.4 LICENSE RENEWALS - REGULATED BUSINESS**

APPLICANT: MOUNTAIN MANAGERS II
ADDRESS: 111 DIAMOND LOOP, UNIT B
LICENSE TYPE: RETAIL MARIJUANA PRODUCTS MFG
STATUS: ACTIVE/ SATISFACTORY

APPLICANT: MOUNTAIN MANAGERS III
ADDRESS: 111 DIAMOND LOOP, UNIT A
LICENSE TYPE: RETAIL MARIJUANA CULTIVATION
STATUS: ACTIVE/ SATISFACTORY

APPLICANT: THE GREEN JOINT
ADDRESS: 315 EAST 1ST STREET, SUITE A
LICENSE TYPE: RETAIL MARIJUANA STORE
STATUS: ACTIVE/ SATISFACTORY

APPLICANT: L.W.C INC dba GRAND VISTA HOTEL
ADDRESS: 228 RAILROAD AVE
LICENSE TYPE: BEER & WINE
STATUS: ACTIVE / SATISFACTORY
[ATTACHEMENT 1: MM II 2023 MJ Renewal 2023.pdf](#)
[ATTACHEMENT 2: MM III 2023 MJ Renewal 2023.pdf](#)
[ATTACHEMENT 3: PARACHUTE GREEN JOINT 2023 MJ Renewal 2023.pdf](#)
[ATTACHEMENT 4: GRAND VISTA HOTEL 2023 MJ Renewal 2023.pdf](#)

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

2023-09-21

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.**

- E.1 PUBLIC COMMENTS RECIVED VIA EMAIL FROM RESIDENT, MICHAEL HOLOWECKI**
[2023 TOWN OF PARACHUTE ELECTION RECALL - Lucy Spalenka - Outlook.pdf](#)
-

(F) PRESENTATIONS

- F.1 MIDDLE COLORADO WATERSHED COUNCIL UPDATES AND WILDFIRE COLLABORATIVE REPORT**
[MCWC - Parachute - Sept 2023 Presentation Combined \(1\).pdf](#)
 - F.2 PRESENTATION AND SOFT LAUNCH OF NEW WEBSITE & MOBILE APP CREATION: PARACHUTE.GOV**
[Attachment 1: Website Launch 2023 Staff Report.docx](#)
-

(G) RESOLUTIONS

- G.1 TOWN COUNCIL CONSIDERATION OF RESOLUTION NO. 2023-28**
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPOINTMENT TO FILL THE VACANT PLANNING COMMISSION OFFICE
[2023-28 - Resolution - Appoint to Fill Vacant Planning Commission Seat](#)
-

(H) ORDINANCES

- H.1 TOWN COUNCIL CONSIDERATION OF ORDINANCE NO. 809-2023**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE 2nd AMENDED PLAT OF LOTS 2, 3 & 4, T&T AND ASSOCIATES MINOR SUBDIVISION

[809-2023 - Ordinance - Love_s_Plat_Amendment_-_07142023 \(1\).docx](#)
-

(I) CONTRACTS

- I.1 TOWN COUNCIL CONSIDERATION OF RESOLUTION NO. 2023-29**
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH AUSTIN CIVIL GROUP FOR ON CALL ENGINEERING SERVICES TO SERVE AS THE TOWN ENGINEER
[Cover Memo Reso 2023-29 - Town Engineer Contract with Austin Civil Group](#)
[ATTACHMENT 1 - Resolution 2023-29 Approving Town Engineer Agreement for Professional Services](#)
[ATTACHMENT 2 - Resolution 2023-29 Exhibit A DRAFT Contract Town Engineer On Call Services ACG](#)
[ATTACHMENT 3 - Austin Civil Group Inc Proposal For Town Engineering Services 8-17-2023](#)
-

(J) ADMINISTRATIVE REPORTS

- J.1 2024 BUDGET KICKOFF AND OVERVIEW**

[Cover Memo 2024 Draft Budget Kickoff Meeting](#)

J.2 REVIEW OF TOWN COUNCIL APPOINTMENTS AND COMMITTEES

Cover Memo TC member appointments and committee summary
ATTACHMENT 1 - Town Committee Appointments DRAFT Summary

(K) MAYOR AND TOWN COUNCIL REPORTS

(L) ADJOURN

Topic: Town Council

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83441195679?pwd=UXNwMVZiMisvemlOYkg1ZGRpQURqQ...>

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?pwd=UXNwMVZiMisvemlOYkg1ZGRpQURqQ...>



MINUTES
TOWN OF PARACHUTE
TOWN COUNCIL REGULAR MEETING
222 GRAND VALLEY WAY PARACHUTE, CO 81635
AUGUST 17, 2023 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.

(A) CALL TO ORDER Meeting Called to Order at 7:15 pm

MAYOR: Tom Rugaard

PRESENT: Claudia Flores- Cruz
Juanita Williams – *Zoom*
Artemio Baltazar
Alisa Mueller
Chris Jackson
Rory Birdsey

ABSENT: None

STAFF PRESENT: Travis Elliott, Town Manager
Lucy Spalenka, Town Clerk – *Zoom*
Teresa Beecraft, Finance Director
Brandon Burke, Community Development Specialist

(B) PLEDGE OF ALLEGIANCE

(C) APPROVE AGENDA

MOTION 1: Moved and seconded by Jackson / Birdsey to approve agenda.
Motion passed unanimously with a 6-0 vote

(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 JULY 20, 2023, REGULAR TOWN COUNCIL

MEETING [Attachment 1: 2023.07.20 Town Council Minutes.pdf](#)

D.2 EXPENDITURES PAID FROM JULY 13, 2023, THROUGH AUGUST 9, 2023. [Attachment 1: Expenditures - Jul 13 - Aug 9, 2023.pdf](#)

D.3 RESOLUTION NO. 2023-26 - RESOLUTION SUPPORTING THE APPLICATION FOR A MINI GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE ACQUISITION OF A POLICE VEHICLE

[ATTACHMENT 1 - Resolution 2023-26 - Resolution of Support for Police Vehicle GCFMLD Grant.docx](#)

D.4 RESOLUTION NO. 2023-27 - RESOLUTION SUPPORTING THE APPLICATION FOR A TRADITIONAL GRANT FROM THE GARFIELD COUNTY FEDERAL MINERAL LEASE DISTRICT FOR THE PRESERVATION AND RESTORATION OF THE HISTORIC WASSON MCKAY HOUSE

[ATTACHMENT 1 - Resolution 2023-27 Resolution of Support for Wasson McKay Improvements GCFMLD Grant](#)

D.5 REGULATED BUSINESS RENEWALS

APPLICANT: GREENJOY

LICENSED PREMISES: 315 E 1ST STREET, SUITE B

LICENSE TYPE: RETAIL MARIJUANA PRODUCTS MANUFACTURER

LOCAL LICENSE STATUS: ACTIVE / SATISFACTORY

APPLICANT: HQ LANDING, LLC
LICENSED PREMISES: 254 S RAIL RD AVE
LICENSE TYPE: RETAIL MARIJUANA STORE
LOCAL LICENSE STATUS: ACTIVE / SATISFACTORY

APPLICANT: CO MGMT, LLC
LICENSED PREMISES: 98 CARDINAL WAY
LICENSE TYPE: OFF PREMISE FERMENTED MALT BEVERAGE
LOCAL LICENSE STATUS: ACTIVE / SATISFACTORY
[Attachment 1: GreenJoy 2023 Renewal_Redacted.pdf](#)
[Attachment 2: HQ LANDING 2023 RENEWAL_Redacted.pdf](#)
[CO MGMT dba Thunder River Market 2023 Renewal_Redacted.pdf](#)

D.6 QUARTERLY FINANCIAL UPDATE: 2ND QUARTER 2023

2023-08-17 [Attachment 1: 2nd Quarter Financials Cover Memo](#)

[Attachment 2: 2nd Quarter Financials](#)

D.7 Upcoming Meetings & Draft Agendas

[Draft Town Council Agendas and Upcoming Meetings.docx](#)

MOTION 2: Moved and seconded by Jackson / Mueller to approve consent agenda.
Motion passed unanimously with a 6-0 vote

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

No Public Comment

(F) PRESENTATIONS

F.1 PRESENTATION BEFORE THE PARACHUTE TOWN COUNCIL REGARDING EMPLOYEE COMPENSATION, MARKET AND EQUITY ANALYSIS.

[Cover Memo Employee Compensation and Market Analysis Presentation](#)

No action taken.

F.2 PRESENTATION BEFORE THE PARACHUTE TOWN COUNCIL REGARDING THE 2023 COMMUNITY SURVEY RESULTS.

[Cover Memo - NCS Results.pdf](#)

[Attachment 1: The NCS Report - Parachute, CO 2023.pdf](#)

No action taken.

(G) PUBLIC HEARINGS

G.1 PUBLIC HEARING BEFORE THE PARACHUTE TOWN COUNCIL ACTING AS THE LOCAL LICENSING AUTHORITY TO CONSIDER A LIQUOR LICENSE APPLICATION FROM FAMILY DOLLAR STORES OF CO., LLC.

TOWN COUNCIL CONSIDERATION OF RESOLUTION NO. 2023-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY, APPROVING THE APPLICATION OF FAMILY DOLLAR STORES OF CO. LLC, FOR A FERMENTED MALT BEVERAGE LIQUOR LICENSE FOR THE PREMISES LOCATED AT 98 CARDINAL VALLEY WAY.

Applicant: Family Dollar Stores of Co, LLC

Proposed Licensed Premise: 98 Cardinal Way, Parachute, CO 816335

Public hearing opened by Mayor Rugaard

Town Clerk Spalenka informed the Council the representative from Family Dollar was not present online.

Town Clerk Spalenka went over her presentation and recommendation of approval

Public Comment portion opened.

Town Resident spoke in support of this application.

Public comment portion closed

Public hearing closed

Council discussion ensued

[Attachment 1: Family Dollar Liquor License Staff Report.pdf](#)

[Attachment 2: Exhibit A - Parachute Family Dollar - Liquor License Council Packet_Redacted.pdf](#)

[Attachment 3: Exhibit B - Mater File Background Confirmation.pdf](#)

[Attachment 4: Exhibit C - Distance Map - FD-TRM.pdf](#)

[Attachment 5: Exhibit D -Public Notice Requirements Met.pdf](#)

[Attachment 6: Exhibit E - Resolution No. 2023-23 - Family Dollar Liquor License.pdf](#)

MOTION 3: Moved and seconded by Baltazar / Mueller to approve Resolution No. 2023-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, ACTING AS THE LOCAL LIQUOR LICENSING AUTHORITY, APPROVING THE APPLICATION OF FAMILY DOLLAR STORES OF CO. LLC, FOR A FERMENTED MALT BEVERAGE LIQUOR LICENSE FOR THE PREMISES LOCATED AT 98 CARDINAL VALLEY WAY.

Motion passed unanimously with a 6-0 vote

(H) ORDINANCES

H.1 TOWN COUNCIL CONSIDERATION OF ORDINANCE NO. 809-2023

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE 2nd AMENDED PLAT OF LOTS 2, 3 & 4, T&T AND ASSOCIATES MINOR SUBDIVISION

[Cover Memo Ordinance 809-2023 Loves Final Plat.docx](#)

[2023-08-17 ATTACHMENT 1 - Ordinance 809-2023 Approving Amended Final Plat](#)

[ATTACHMENT 2 - Ordinance 809-2023 Exhibit A 2nd Amended Plat Map - REVIEW](#)

[COPY ATTACHMENT 3 - Development Agreement - FULLY EXECUTED.pdf](#)

MOTION 4: Moved and seconded by Jackson / Birdsey to table Ordinance No. 809-2023 to continue to complete necessary tasks to September 21, 2023

Motion passed unanimously with a 6-0 vote

(I) MAYOR AND TOWN COUNCIL REPORTS

MOTION 5: Moved and seconded by Mueller / Baltazar to appoint Mayor Rugaard as representative of the Town for AGNC with Chris Jackson as the alternate.

Motion passed unanimously with a 6-0 vote

(J) ADJOURN

Topic: Town Council

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83441195679?pwd=UXNwMVZiMisvemlOYkg1ZGRpQURqQ...>

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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>

MOTION 6: Moved and seconded by Mueller / Birdsey to appoint Mayor Rugaard as representative of the Town for AGNC with Chris Jackson as the alternate.

Motion passed unanimously with a 6-0 vote



August 10, 2023 through September 13, 2023

Accounts Payable Transaction List

Check Number	Date	Vendor	Amount
25969	8/15/2023	MANCUSO, RICK	500.00
25971	8/23/2023	APPTEGY	10,400.00
25973	8/23/2023	BATTLEMENT MESA METRO DISTRICT	18,079.20
25974	8/23/2023	BRITE	2,503.00
25976	8/23/2023	C.G.R.S.INC	7,622.08
25977	8/23/2023	CAPITAL BUSINESS SYSTEMS INC	341.20
25978	8/23/2023	CHERYL & CO PROPERTY MANAGEMENT LLC	700.00
25979	8/23/2023	CIRSA	12.13
25980	8/23/2023	COLORADO MESA UNIVERSITY	1,000.00
25981	8/23/2023	COMMUNITY PLANNING STRATEGIES, LLC	7,470.00
25982	8/23/2023	EARLY MORNING ORCHARD	154.63
25983	8/23/2023	FASTENAL	32.21
25984	8/23/2023	FERGUSON WATERWORKS #1116	40.88
25986	8/23/2023	GALLS, AN ARAMARK, CO LLC	253.40
25987	8/23/2023	GARFIELD COUNTY SHERIFF	1,000.00
25988	8/23/2023	GRAND RIVER HOSPITAL DISTRICT	319.00
25990	8/23/2023	GRUB N SCRUB	368.68
25991	8/23/2023	HEUTON TIRE COMPANY	850.38
25992	8/23/2023	HIGH COUNTRY ENGINEERING, INC	10,320.00
25994	8/23/2023	KARP, NEU, HANLON PC	6,093.03
25995	8/23/2023	KILGORE	4,503.20
25996	8/23/2023	MARTINEZ WESTERN CONSTRUCTORS	60,643.66
25997	8/23/2023	OLD MOUNTAIN PACK & SHIP	40.86
26001	8/23/2023	REPUBLIC SERVICES, INC	264.00
26002	8/23/2023	SGS North America Inc	765.50
26004	8/23/2023	TRU GREEN	310.43
26005	8/23/2023	UNIVAR USA INC	3,073.00
AFLAC	8/23/2023	AFLAC	398.32
ALPINE BANK	8/28/2023	ALPINE BANK	1,366.42
CEBT	8/14/2023	CEBT	38,075.70
FIRE & POLICE PENSION ASSOC	8/23/2023	FIRE & POLICE PENSION ASSOC	3,811.43
ORCHARD TRUST COMPANY INC	8/23/2023	ORCHARD TRUST COMPANY INC	4,337.43
PAYFLEX SYSTEMS USA INC	8/14/2023	PAYFLEX SYSTEMS USA INC	86.71
PAYFLEX SYSTEMS USA INC	8/23/2023	PAYFLEX SYSTEMS USA INC	278.26
PAYFLEX SYSTEMS USA INC	8/28/2023	PAYFLEX SYSTEMS USA INC	2,008.35
PAYFLEX SYSTEMS USA INC	8/31/2023	PAYFLEX SYSTEMS USA INC	49.08
PAYLOCITY CORP	8/23/2023	PAYLOCITY CORP	59,834.59
PAYLOCITY CORP	8/31/2023	PAYLOCITY CORP	55,172.72
PROVELOCITY	8/28/2023	PROVELOCITY	4,148.80
UMB CREDIT CARD	8/16/2023	UMB CREDIT CARD	13,794.14
WEX INC	8/14/2023	WEX INC	8,034.58
XCEL ENERGY	8/23/2023	XCEL ENERGY	38,874.96
XCEL ENERGY	8/28/2023	XCEL ENERGY	3,714.50
XCEL ENERGY	8/31/2023	XCEL ENERGY	628.68



August 10, 2023 through September 13, 2023

Accounts Payable Transaction List

Check Number	Date	Vendor	Amount
25970	8/23/2023	ALIGN MULTIMEDIA LLC	2,500.00
25972	8/23/2023	ARCHIVE SOCIAL	4,188.00
25975	8/23/2023	BRUBACHER DESIGN	550.00
25985	8/23/2023	FIKES WEST SERVICES	74.00
25989	8/23/2023	GRAND VALLEY ACE HARDWARE	45.98
25993	8/23/2023	J. MARTINEZ & CO	2,000.00
25998	8/23/2023	PARACHUTE AUTO PARTS & SUPPLY	1,845.59
25999	8/23/2023	PARACHUTE SERVICE	21.95
26000	8/23/2023	POLCO NATIONAL RESEARCH CENTER	5,000.00
26003	8/23/2023	SHUMS CODA ASSOCIATES	1,722.46
26006	8/23/2023	XCEL ENERGY	23.98
26007	9/13/2023	ALIGN MULTIMEDIA LLC	120.00
26008	9/13/2023	AMERICAN JANITOR	3,815.00
26009	9/13/2023	AXON ENTERPRISE, INC	2,246.30
26010	9/13/2023	AYRES ASSOCIATES IN	20,720.00
26011	9/13/2023	BASEMENT BROTHERS	500.00
26012	9/13/2023	BEECRAFT, TERESA	136.24
26013	9/13/2023	BLACKWELL, ONEAL	6.62
26014	9/13/2023	COMMUNITY PLANNING STRATEGIES, LLC	2,741.25
26015	9/13/2023	CORE AND MAIN	4,710.00
26016	9/13/2023	DEPENDABLE WASTE SERVICES	6,233.00
26017	9/13/2023	DRIESSEN WATER INC	122.10
26018	9/13/2023	FERGUSON WATERWORKS #1116	714.08
26019	9/13/2023	GALLS, AN ARAMARK, CO LLC	55.11
26020	9/13/2023	INTERMOUNTAIN TOXICOLOGY OF COLORADO	160.00
26021	9/13/2023	INVESTIGATIONS LAW GROUP LLC	5,500.00
26022	9/13/2023	JEANS PRINTING	120.16
26023	9/13/2023	KARP, NEU, HANLON PC	1,555.00
26024	9/13/2023	K-D FLAGS	1,584.25
26025	9/13/2023	KILGORE	1,693.40
26026	9/13/2023	LUCY SPALENKA	277.72
26027	9/13/2023	PARACHUTE AUTO PARTS & SUPPLY	1,074.52
26028	9/13/2023	PRO FORCE LAW ENFORCEMENT	201.55
26029	9/13/2023	REDI SERVIC ES LLC	490.00
26030	9/13/2023	REPUBLIC SERVICES, INC	269.00
26031	9/13/2023	SUNCENTRAL	2,618.09
26032	9/13/2023	SWANK MOTION PICTURES, INC	450.00
26033	9/13/2023	TRU GREEN	1,191.04
26034	9/13/2023	UNCC MEMBER SERVICES	20.64
26035	9/13/2023	VALLEY LUMBER	57.62
26036	9/13/2023	WAGNER EQUIPMENT CO	234.20
26037	9/13/2023	WEST ELK SUPPLY	1,192.50
26038	9/13/2023	WESTERN IMPLEMENT CO	67.68
26039	9/13/2023	XCEL ENERGY	44.22
ALPINE BANK	9/11/2023	ALPINE BANK	113.44
FIRE & POLICE PENSION ASSOC	9/11/2023	FIRE & POLICE PENSION ASSOC	3,787.78
KANSAS CITY LIFE INSURANCE	9/11/2023	KANSAS CITY LIFE INSURANCE	1,102.49
ORCHARD TRUST COMPANY INC	9/11/2023	ORCHARD TRUST COMPANY INC	4,100.81
PAYFLEX SYSTEMS USA INC	9/11/2023	PAYFLEX SYSTEMS USA INC	283.45
PAYLOCITY CORP	9/11/2023	PAYLOCITY CORP	171.82
WEX INC	9/11/2023	WEX INC	9,090.62
			\$ 469,818.80



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, August 17, 2023 — JOINT MEETING WITH BOCC AT 6PM

- ~~Quarterly financial update — Q2 2023~~
- ~~2023 Community Survey Results Presentation~~
- ~~Employee Compensation, Market, & Equity Analysis Presentation~~
- ~~Reso — FMLD Resolution of Support for Grant Application~~
- ~~Ord — Final Plat T&T Subdivision lots 2, 3, and 4~~

Thursday, September 21, 2023

- Presentation: MCWC Updates & Wildfire Collaborative Report
- 2023 Events Recap and 2024 Planning
- 2024 Budget Kickoff and Overview
- Reso – Town Engineer Contract Approval & Bid Award
- Reso - Wasson McKay Remodel Contract Approval & Bid Award
- Ord – Lease with Wasson McKay tenant (tentative)
- Review of Town Council Appointments and Committees

Thursday, October 19, 2023

- Reso - Public Hearing: 2024 Draft Budget Presentation & Quarterly Financial Update
- Reso – Adoption of Town Utility Regulations & Policies

Thursday, November 16, 2023

- Reso – Cont. Public Hearing: 2024 Final Budget Adoption (tentative)

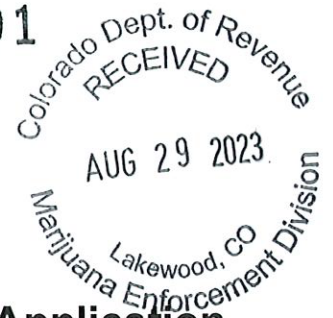
Thursday, December 21, 2023 (TENTATIVE)

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

- Urban Renewal Authority Discussion
- VRBOs & STR Regulations
- Animal Control Policies and Regulations
- Alpine Legal Services Presentation/ Request for Financial Support - Jennifer Wherry, Executive Director
- Historical Society Presentation & Updates
- USPS Investigation of Legal Remedies

23-05501

LOCAL AUTHORITY COPY



Colorado Marijuana Licensing Authority

Regulated Marijuana Business License Renewal Application

License Types & Fees (See Application Checklist for details on license types and fees.)			
<input type="checkbox"/> Retail Marijuana Store <input type="checkbox"/> Retail Marijuana Cultivation Facility (Select Tier) <input type="checkbox"/> Retail Marijuana Testing Facility <input type="checkbox"/> Hospitality Business <input type="checkbox"/> Hospitality and Sales Business <input type="checkbox"/> Mobile Hospitality Business <input type="checkbox"/> Hospitality Business within a Retail Food Establishment	<input type="checkbox"/> Tier 1 (Up to 1800 plants) <input type="checkbox"/> Tier 2 (1801 to 3600 plants) <input type="checkbox"/> Tier 3 (3601 to 6000 plants) <input type="checkbox"/> Tier 4 (6001 to 10200 plants) <input type="checkbox"/> Tier 5 (10201 to 13800 plants) <input type="checkbox"/> Tier 5+ (_____ plants in excess of 13801)	<input checked="" type="checkbox"/> Retail Marijuana Products Manufacturer <input type="checkbox"/> Retail Marijuana Business Operator <input type="checkbox"/> Retail Marijuana Transporter	
<input type="checkbox"/> Medical Marijuana Store <input type="checkbox"/> Medical Marijuana Products Manufacturer <input type="checkbox"/> Medical Marijuana Testing Facility <input type="checkbox"/> Medical Marijuana Business Operator <input type="checkbox"/> Medical Marijuana Transporter	<input type="checkbox"/> Marijuana Research & Development Facility <input type="checkbox"/> Medical Marijuana Cultivation Facility <input type="checkbox"/> Class 1 (1-500 Plants) <input type="checkbox"/> Class 2 (501-1500 Plants) <input type="checkbox"/> Class 3 (1501-3000 Plants) <input type="checkbox"/> Class 3+ _____ (increments of 3000)		
Applicant's Legal Business Name (Please Print) Mountain Managers II, LLC		Marijuana License Number 404R-00473	
Registered Trade Name (DBA)			
Federal ID # _____	State License # _____	Name of Registered Agent (with CO SoS) James Brinkerhoff	
Physical Address			
Street Address of Marijuana Business (include unit number) 111 Diamond Loop, Unit B			
City Parachute	County Garfield	State CO	ZIP 81635
Business Phone Number 303 601-6992	Email Address jimmy@edun.co		
Mailing Address (if different from Business Address) *Correspondence and licenses will be mailed to this address.			
Address (include unit or apartment number) PO Box 2			
City Parachute	County Garfield	State CO	ZIP 81635
Primary Contact Person			
Primary Contact Person for Business James Brinkerhoff		Primary Contact Phone Number 303 601-6992	
Primary Contact Email Address jimmy@edun.co			

1. Do you have legal possession of the licensed premises?	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Is the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Has the applicant or any business entity owned by the applicant ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic that has been subject to any of the following actions since the last renewal: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) fine; (6) revocation; (7) stipulation or settlement; (8) withdrawn. If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. In the past year, has the licensee (including all parent or subsidiary companies, if any) had a tax lien filed against it, or become delinquent in the payment or filing of any taxes, interest, penalties or judgments owed to the State of Colorado. If Yes, explain in detail on a separate sheet and attach copies of all available documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. In the past year, has the licensee (including all parent or subsidiary companies, if any) been indicted, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty. If Yes, explain in detail on a separate sheet and attach it to your application. Provide official documentation from the court showing the final disposition for any felony charge or those related to a controlled substance. (Sealed or expunged non-convictions need not be disclosed).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Within the last 12 months, has there been a change in ownership or ownership allocation, a transfer of stock, a change in the incorporation or in the corporate by-laws, or any other change affecting ownership or organizational structure of the licensee or its subsidiaries/affiliates? If yes, explain in detail on a separate sheet and attach copies of all available documentation concerning the changes. (i.e. New operating agreement)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Ownership Structure

List all CBOs 10% or greater and all Executive Officers, Managers and any other individual and/or entity that Controls the RMB.

Name	Title	Direct Ownership % in Owner Entity	Direct Ownership % in RMB
James Brinkerhoff	CEO	59%	0%
John Ortenzio	Advisor	15%	0%

7. Are there any outstanding options and/or warrants or other contracts, that may be exercised into an Owner's interest in the RMB within the next 60 days that would constitute a CBO? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons		
8. Are there any other Persons, other than those listed in the Ownership Structure, that can Control the RMB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons		
9. Are any owners renewing their Owners Licenses with this application? If YES, then each must submit the Owner Renewal Applications (DR 8516 & DR 8581 - see website)	Yes	No
	<input type="checkbox"/>	<input checked="" type="checkbox"/>

10. Has the applicant exercised reasonable care to confirm that its CBO's, PBO's (that are Non-Objecting PBO's), Qualified Institutional Investors and Indirect Financial Interest Holders are NOT Person(s) prohibited under Section C.R.S. 44-10-307? (Publicly Traded Companies excluded) If NO, explain on a separate sheet	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>
11. Have any CBO's been removed or moved to PBO ownership status since the prior application? If YES, list and explain.	<input type="checkbox"/> <input checked="" type="checkbox"/>

Local Licensing Authority (To be filled out by licensee) include copy of Local License or Approval			
Local Licensing Authority Town of Parachute	Local Licensing Authority Contact Name Lucy Spalenka		
Contact Phone (970) 665-1144	Contact Email lspalenka@parachutecolorado.com		
Current License Status With Local Authority			Date of Expiration 9/28/23

Indirect Financial Interest Holder - List those with 2 or more interests (PBO, lease, Intellectual Property agreements, finance and/or equipment lease agreements, etc.) or loans that are 50% or more of the operating capital as defined in Rule 2-230-1(A)(3).


Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address	City		State	ZIP
List Types of Interests				
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address	City		State	ZIP
List Types of Interests				
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address	City		State	ZIP
List Types of Interests				
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address	City		State	ZIP
List Types of Interests				

Affirmation & Consent

I, James Brinkerhoff, as an owner for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Renewal License Application statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account(s) electronically.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Managers II LLC		Trade Name (DBA) edun	
Applicant's Last Name (Please Print) Brinkerhoff	Applicant's First Name James	Applicant's Middle Name Dudley	
Signature 			Date (MMDDYYYY) July26, 2023

REQUIRED

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Tax Check Authorization and Request To Release Information



I James Brinkerhoff am signing this waiver on behalf of Mountain Managers II LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314 C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business) Mountain Managers II LLC		Social Security Number/Tax Identification Number [REDACTED]	
Street Address 111 Diamond Loop, Unit B		City Parachute	State CO
		ZIP Code 81635	
Home Telephone Number [REDACTED]		Business/Work Telephone Number 303 601-6992	
Legal Last Name (Please Print) Brinkerhoff	Legal First Name James	Full Middle Name Dudley	
Applicant's Signature 		Date (MMDDYYYY) July 26, 2023	REQUIRED
Signature of Marijuana Enforcement Division agent presenting this request 		Date (MMDDYYYY)	REQUIRED

Investigation Authorization/Authorization to Release Information

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

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

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Managers II LLC	Trade Name (DBA) edun
--	---------------------------------

Applicant's Last Name (Please Print) Brinkerhoff	Applicant's First Name James	Applicant's Middle Name Dudley
--	--	--

Signature 	Date (MMDDYYYY) July26, 2023
--	--


REQUIRED

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Applicant's Request to Release Information

TO: (Leave this Blank)	FROM: (Applicant's Printed Name) James Brinkerhoff
------------------------	--

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

Applicant's Legal Business Name Mountain Managers II LLC		
Trade Name (DBA) edun		
Applicant's Last Name (Please Print) Brinkerhoff	First Name James	Full Middle Name Dudley
Signature 	<small>NOT BE SIGNED IN ADOBE ACROBAT PRO OR READER</small>	Date (MMDYYYY) July26, 2023

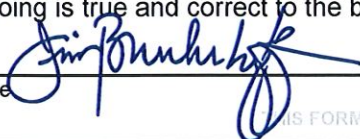
REQUIRED

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to section 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, **James Brinkerhoff**, as Controlling Beneficial Owner or Manager for
Print

Mountain Managers II LLC, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature 

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER

REQUIRED

Date (MMDDYYYY)
July26, 2023

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to section 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, _____, as Controlling Beneficial Owner or Manager for
Print

_____, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER

REQUIRED

Date (MMDDYYYY)

Renewal Application Required Disclosures

- Provide a copy of the Local Licensing Authority or Local Jurisdiction approval, licensure, and/or documentation demonstrating timely submission of pending local license renewal application.
- na Provide a list of any sanctions, penalties, assessments or cease and desist orders imposed by any securities regulatory agency, including but not limited to, the United States Securities and Exchange Commission or the Canadian Securities Administrators

First renewal of the year for each entity must include the following:


- Consolidated Financial Statements - (which may be prepared on either a calendar or fiscal year basis) that were prepared in the preceding 365 days, and which must include a balance sheet, a cash flow statement, and a profit & loss statement. (See separate PTC requirements on PTC Addendum)
 - Audited (required for PTC only) Not Audited If available online, cite location _____
- na A copy of any contracts, agreements, royalty agreements, equipment leases, financing agreement, security contract or any other IFIH required to be disclosed by Rule 2-230(A)(3).
- na A copy of any management agreement(s).
- na **Tax Documents** - Documentation or statement establishing compliant return filing and payment of taxes related to any RMB, in which the Person is, or was, required to file and pay taxes. (Please do not send entire tax return).

Provide each of the following (only if changed since the last submission):

- Organizational Documents - Indicate which document is being provided.
 - Articles of Incorporation By-Laws Shareholder agreement
 - Operating Agreement for LLC Partnership Agreement for partnership No Change
- Corporate Governance Documents - Indicate which document is being provided.
 - Required for Publicly Traded Companies Permitted, but not required for Privately held companies No Change
- Certificate of Good Standing from jurisdiction where Entity was formed. (Must be U.S. or country that authorizes the sale of marijuana).
 - No Change
- Proof of Possession of Licensed Premises. Provide all applicable amendments and/or extensions - Indicate which document is being provided.
 - Deed Lease Sublease Rental Agreement
 - Contract Mobile Hospitality Only No Change
- Facility Diagrams - Provide a Legible and Accurate diagram for the facility. The diagram must include a plan for the Licensed Premises and a separate plan for the Security/Surveillance, including camera location, number and direction of coverage. If the diagram is larger than 8.5x11 inches, the Licensee must also provide a PDF copy of the diagram. (Indicate which document is being provided)
 - Licensed Premises Security and Surveillance No Change
- Organizational Chart, including the identity and ownership percentage of all CBO's.
 - No Change
- na Provide proof of general liability insurance (Hospitality renewals only)

RMB - Regulated Marijuana Business IFIH - Indirect Financial Interest Holder QPF - Qualified Private Fund
 CBO - Controlling Beneficial Owner QII - Qualified Institutional Investor PTC - Publicly Traded Company
 PBO - Passive Beneficial Owner

Affirmation of complete application

Signature 	REQUIRED	Printed Name James Brinkerhoff		Date (MMDDYYYY) July26, 2023
---	-----------------	--	--	--

SALAL CREDIT UNION

EDUN
PO BOX 2
PARACHUTE, CO 81635

08/13/2023

PAY TO THE ORDER OF Town of Parachute

\$ **2,000.00

Two thousand and 00/100***** DOLLARS

Town of Parachute
222 Grand Valley Way
Parachute, CO 81635



MEMO License Renewal for Mountain Managers II LLC

AUTHORIZED SIGNATURE

MP

EDUN			10220
08/13/2023	Town of Parachute	License Renewal for Mountain Managers II LLC	2,000.00

Submitted Aug 14 to Town

Bank Account - Salal License Renewal for Mountain Managers II LLC 2,000.00

EDUN			10220
08/13/2023	Town of Parachute	License Renewal for Mountain Managers II LLC	2,000.00

License Renewal for Mountain Managers II LLC 2,000.00



Edun
P.O. Box 2, Parachute, CO 81635

Lucy Spalenka
Town Clerk
Town of Parachute
222 Grand Valley Way
Parachute, CO 81635

License Renewal for Mountain Managers II LLC

Dear Lucy,

Please find enclosed a renewal application for Mountain Managers II LLC together with a check for \$2000.

Please let me know if you have any questions or need anything else.

Warm regards,


Jimmy



COLORADO
Department of Revenue
Marijuana Enforcement Division
1697 Cole Blvd., Suite 200
Lakewood, CO 80401

August 29, 2023

MOUNTAIN MANAGERS II LLC
edun
License Type:Retail Marijuana Products Mfg
License #: 404R-00473
Expiration date of license: 09/28/2023
111 Diamond Loop Unit B
Parachute, CO 81635

To whom it may concern:

The purpose of this correspondence is to inform you that should the renewal license investigation for MOUNTAIN MANAGERS II LLC continue past the date of expiration for the current license, the license will be administratively continued by the State Licensing Authority pursuant to 44-10-314 until the completion of the renewal license investigation. At the completion of the renewal license investigation, the Marijuana Enforcement Division will notify you of the outcome of the investigation.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Mendiola', is positioned below the word 'Sincerely,'.

Dominique Mendiola
Senior Director

MOUNTAIN MANAGERS 2 LLC

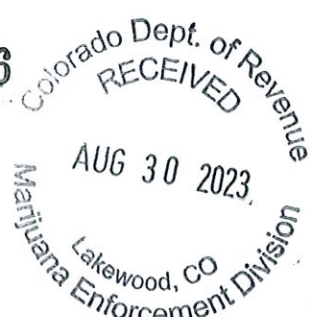
TOWN OF PARACHUTE

Receipt #: 21074 Date: 8/14/2023 From: MOUNTAIN MANAGERS 2 L Register: Register Main Desk Operator ID: top

Miscellaneous Receipt	Marijuana License	MOUNTAIN MANAGERS 2 LLC	\$2,000.00	
				Marijuana License Balance:
			Total Receipts	<u>\$2,000.00</u>
		Check - 10220		<u>\$2,000.00</u>
			Change Due:	\$0.00

Thank You for Your Payment!

23 - 05556



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LOCAL AUTHORITY COPY

Colorado Marijuana Licensing Authority
Regulated Marijuana Business License Renewal Application

License Types & Fees (See Application Checklist for details on license types and fees.)

- Retail Marijuana Store
Retail Marijuana Cultivation Facility (Select Tier)
Retail Marijuana Testing Facility
Hospitality Business
Hospitality and Sales Business
Mobile Hospitality Business
Hospitality Business within a Retail Food Establishment
Tier 1 (Up to 1800 plants)
Tier 2 (1801 to 3600 plants)
Tier 3 (3601 to 6000 plants)
Tier 4 (6001 to 10200 plants)
Tier 5 (10201 to 13800 plants)
Tier 5+
Retail Marijuana Products Manufacturer
Retail Marijuana Business Operator
Retail Marijuana Transporter

- Medical Marijuana Store
Medical Marijuana Products Manufacturer
Medical Marijuana Testing Facility
Medical Marijuana Business Operator
Medical Marijuana Transporter
Marijuana Research & Development Facility
Medical Marijuana Cultivation Facility
Class 1 (1-500 Plants)
Class 2 (501-1500 Plants)
Class 3 (1501-3000 Plants)
Class 3+ (increments of 3000)

Applicant's Legal Business Name (Please Print) Mountain Managers III LLC
Marijuana License Number 403R-01351

Registered Trade Name (DBA) edun

Federal Taxpayer ID
Affiliated Colorado Sales Tax License #
Name of Registered Agent (with CO SoS) James Brinkerhoff

Physical Address

Street Address of Marijuana Business (include unit number) 111 Diamond Loop, Unit B

City Parachute County Garfield State CO ZIP 81635

Business Phone Number 303 601-6992 Email Address jimmy@edun.co

Mailing Address (if different from Business Address) *Correspondence and licenses will be mailed to this address.

Address (include unit or apartment number) PO Box 2

City Parachute County Garfield State CO ZIP 81635

Primary Contact Person

Primary Contact Person for Business James Brinkerhoff James Brinkerhoff Primary Contact Phone Number

Primary Contact Email Address jimmy@edun.co

1. Do you have legal possession of the licensed premises?	Yes	No
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Is the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Has the applicant or any business entity owned by the applicant ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic that has been subject to any of the following actions since the last renewal: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) fine; (6) revocation; (7) stipulation or settlement; (8) withdrawn. If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4. In the past year, has the licensee (including all parent or subsidiary companies, if any) had a tax lien filed against it, or become delinquent in the payment or filing of any taxes, interest, penalties or judgments owed to the State of Colorado. If Yes, explain in detail on a separate sheet and attach copies of all available documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. In the past year, has the licensee (including all parent or subsidiary companies, if any) been indicted, served with a criminal summons, charged with, or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty. If Yes, explain in detail on a separate sheet and attach it to your application. Provide official documentation from the court showing the final disposition for any felony charge or those related to a controlled substance. (Sealed or expunged non-convictions need not be disclosed).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6. Within the last 12 months, has there been a change in ownership or ownership allocation, a transfer of stock, a change in the incorporation or in the corporate by-laws, or any other change affecting ownership or organizational structure of the licensee or its subsidiaries/affiliates? If yes, explain in detail on a separate sheet and attach copies of all available documentation concerning the changes. (i.e. New operating agreement)	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Ownership Structure			
List all CBOs 10% or greater and all Executive Officers, Managers and any other individual and/or entity that Controls the RMB.			
Name	Title	Direct Ownership % in Owner Entity	Direct Ownership % in RMB
James Brinkerhoff	CEO	59%	0%
John Ortenzio	Advisor	15%	0%
7. Are there any outstanding options and/or warrants or other contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons			
8. Are there any other Persons, other than those listed in the Ownership Structure, that can Control the RMB? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No *If YES, attach list of persons			
9. Are any owners renewing their Owners Licenses with this application? If YES, then each must submit the Owner Renewal Applications (DR 8516 & DR 8581 - see website)			Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>

10. Has the applicant exercised reasonable care to confirm that its CBO's, PBO's (that are Non-Objecting PBO's), Qualified Institutional Investors and Indirect Financial Interest Holders are NOT Person(s) prohibited under Section C.R.S. 44-10-307? (Publicly Traded Companies excluded) If NO, explain on a separate sheet	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
11. Have any CBO's been removed or moved to PBO ownership status since the prior application? If YES, list and explain.	<input type="checkbox"/> <input checked="" type="checkbox"/>

Local Licensing Authority (To be filled out by licensee) Include copy of Local License or Approval			
Local Licensing Authority Town of Parachute		Local Licensing Authority Contact Name Lucy Spalenka	
Contact Phone (970) 665-1144	Contact Email lspalenka@parachutecolorado.com		
Current License Status With Local Authority			Date of Expiration 10/8/2023

Indirect Financial Interest Holder - List those with 2 or more interests (PBO, lease, Intellectual Property agreements, finance and/or equipment lease agreements, etc.) or loans that are 50% or more of the operating capital as defined in Rule 2-230-1(A)(3).

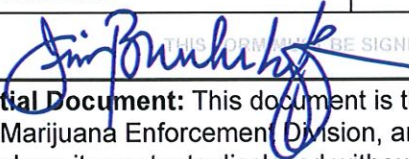
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address		City	State	ZIP
List Types of Interests				
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address		City	State	ZIP
List Types of Interests				
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address		City	State	ZIP
List Types of Interests				
Name of Interest Holder		Date of Birth (MMDDYYYY)	FEIN/SSN	
Address		City	State	ZIP
List Types of Interests				

Affirmation & Consent

I, James Brinkerhoff, as an owner for the applicant business, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Renewal License Application statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for denial of the marijuana business application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana License.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account(s) electronically.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Managers III LLC		Trade Name (DBA) edun	
Applicant's Last Name (Please Print) Brinkerhoff	Applicant's First Name James	Applicant's Middle Name Dudley	
Signature 	Date (MMDDYYYY) 8/28/2023		REQUIRED

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Tax Check Authorization and Request To Release Information



I James Brinkerhoff am signing this waiver on behalf of Mountain Managers III LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314 C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).


Applicant's Name (Individual/Business) Mountain Managers III LLC		Social Security Number/Tax Identification Number [REDACTED]	
Street Address 111 Diamond Loop, Unit B		City Parachute	State CO
Home Telephone Number [REDACTED]		Business/Work Telephone Number 303 601-6992	
Legal Last Name (Please Print) Brinkerhoff	Legal First Name James	Full Middle Name Dudley	
Applicant's Signature 		REQUIRED	Date (MMDDYYYY) 8/28/2023
Signature of Marijuana Enforcement Division agent presenting this request 		REQUIRED	Date (MMDDYYYY)

Investigation Authorization/Authorization to Release Information

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


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

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name Mountain Managers III LLC		Trade Name (DBA) edun	
Applicant's Last Name (Please Print) Brinkerhoff	Applicant's First Name James	Applicant's Middle Name Dudley	
Signature 			Date (MMDDYYYY) 8/28/2023

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Applicant's Request to Release Information

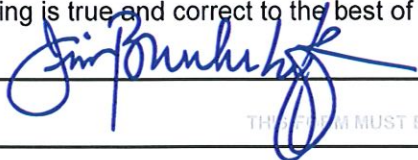
TO: (Leave this Blank)	FROM: (Applicant's Printed Name) Mountain Managers III LLC	
<p>1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.</p> <p>2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.</p> <p>3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.</p> <p>4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:</p> <p style="margin-left: 40px;">(a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;</p> <p style="margin-left: 40px;">(b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:</p> <p style="margin-left: 40px;">(c) To place the name of the agent presenting this request in the appropriate location on this request.</p> <p>5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.</p> <p>6. This power of attorney ends twenty-four (24) months from the date of execution.</p> <p>7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant.</p> <p>8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.</p> <p>9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.</p>		
Applicant's Legal Business Name Mountain Managers III LLC		
Trade Name (DBA) edun		
Applicant's Last Name (Please Print) Brinkerhoff	First Name James	Full Middle Name Dudley
Signature 	<small>REPRODUCED BY ADOBE ACROBAT PRO OR READER</small> REQUIRED	Date (MMDDYYYY) 8/28/2023

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to section 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, James Brinkerhoff, as Controlling Beneficial Owner or Manager for
Print

Mountain Managers III LLC, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature 

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER

REQUIRED

Date (MMDDYYYY)

8/28/2023

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to section 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I, _____, as Controlling Beneficial Owner or Manager for
Print

_____, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER

REQUIRED

Date (MMDDYYYY)

Renewal Application Required Disclosures

- Provide a copy of the Local Licensing Authority or Local Jurisdiction approval, licensure, and/or documentation demonstrating timely submission of pending local license renewal application.
- Provide a list of any sanctions, penalties, assessments or cease and desist orders imposed by any securities regulatory agency, including but not limited to, the United States Securities and Exchange Commission or the Canadian Securities Administrators

First renewal of the year for each entity must include the following:

- Consolidated Financial Statements - (which may be prepared on either a calendar or fiscal year basis) that were prepared in the preceding 365 days, and which must include a balance sheet, a cash flow statement, and a profit & loss statement. (See separate PTC requirements on PTC Addendum)
- Audited (required for PTC only) Not Audited If available online, cite location _____
- A copy of any contracts, agreements, royalty agreements, equipment leases, financing agreement, security contract or any other IFIH required to be disclosed by Rule 2-230(A)(3).
- A copy of any management agreement(s).
- Tax Documents** - Documentation or statement establishing compliant return filing and payment of taxes related to any RMB, in which the Person is, or was, required to file and pay taxes. (Please do not send entire tax return).

Provide each of the following (only if changed since the last submission):


- Organizational Documents - Indicate which document is being provided.
- Articles of Incorporation By-Laws Shareholder agreement
 Operating Agreement for LLC Partnership Agreement for partnership No Change
- Corporate Governance Documents - Indicate which document is being provided.
- Required for Publicly Traded Companies Permitted, but not required for Privately held companies No Change
- Certificate of Good Standing from jurisdiction where Entity was formed. (Must be U.S. or country that authorizes the sale of marijuana).
- No Change
- Proof of Possession of Licensed Premises. Provide all applicable amendments and/or extensions - Indicate which document is being provided.
- Deed Lease Sublease Rental Agreement
 Contract Mobile Hospitality Only No Change
- Facility Diagrams - Provide a Legible and Accurate diagram for the facility. The diagram must include a plan for the Licensed Premises and a separate plan for the Security/Surveillance, including camera location, number and direction of coverage. If the diagram is larger than 8.5x11 inches, the Licensee must also provide a PDF copy of the diagram. (Indicate which document is being provided)
- Licensed Premises Security and Surveillance No Change
- Organizational Chart, including the identity and ownership percentage of all CBO's.
- No Change
- Provide proof of general liability insurance (Hospitality renewals only)

RMB - Regulated Marijuana Business
CBO - Controlling Beneficial Owner
PBO - Passive Beneficial Owner

IFIH - Indirect Financial Interest Holder
QII - Qualified Institutional Investor

QPF - Qualified Private Fund
PTC - Publicly Traded Company

Affirmation of complete application

Signature 	REQUIRED	Printed Name James Brinkerhoff	Date (MMDDYYYY) 8/28/2020
--	-----------------	-----------------------------------	------------------------------

SALAL CREDIT UNION

10221

19-8161/3250

CHECK ARMOR

EDUN
PO BOX 2
PARACHUTE, CO 81635

08/13/2023

PAY TO THE ORDER OF Town of Parachute

\$ **2,000.00

Two thousand and 00/100***** DOLLARS

Town of Parachute
222 Grand Valley Way
Parachute, CO 81635



MEMO

License Renewal for Mountain Managers III LLC

AUTHORIZED SIGNATURE

MP

EDUN

10221

08/13/2023

Town of Parachute

License Renewal for Mountain Managers III LLC

2,000.00



License Renewal for Mountain Managers III LLC

2,000.00

EDUN

10221

08/13/2023

Town of Parachute

License Renewal for Mountain Managers III LLC

2,000.00



License Renewal for Mountain Managers III LLC

2,000.00



33
Details on Back
Security Features Included



Edun
P.O. Box 2, Parachute, CO 81635

Lucy Spalenka
Town Clerk
Town of Parachute
222 Grand Valley Way
Parachute, CO 81635

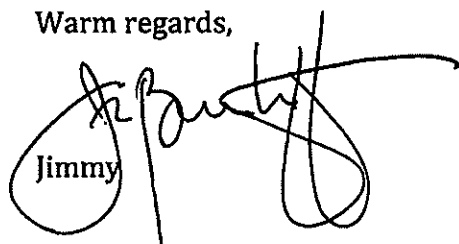
License Renewal for Mountain Managers III LLC

Dear Lucy,

Please find enclosed a renewal application for Mountain Managers II/LLC together with a check for \$2000.

Please let me know if you have any questions or need anything else.

Warm regards,


Jimmy



COLORADO
Department of Revenue
Marijuana Enforcement Division
1697 Cole Blvd., Suite 200
Lakewood, CO 80401

August 30, 2023

MOUNTAIN MANAGERS III LLC
Edun
License Type: Retail Marijuana Cultivation Facility
License #: 403R-01351
Expiration date of license: 10/08/2023
111 Diamond Loop, Unit B
Parachute, CO 81635

To whom it may concern:

The purpose of this correspondence is to inform you that should the renewal license investigation for MOUNTAIN MANAGERS III LLC continue past the date of expiration for the current license, the license will be administratively continued by the State Licensing Authority pursuant to 44-10-314 until the completion of the renewal license investigation. At the completion of the renewal license investigation, the Marijuana Enforcement Division will notify you of the outcome of the investigation.

Sincerely,

Dominique Mendiola
Senior Director

MOUNTAIN MANAGERS 3 LLC

TOWN OF PARACHUTE

Receipt #: 21073 Date: 8/14/2023 From: MOUNTAIN MANAGERS 3 L Register: Register Main Desk Operator ID: top

Miscellaneous Receipt	Marijuana License	MOUNTAIN MANAGERS 3 LLC	\$2,000.00
			Marijuana License Balance:
		Total Receipts	<u>\$2,000.00</u>
	Check - 10221		<u>\$2,000.00</u>
		Change Due:	\$0.00

Thank You for Your Payment!

Renewal Application Information



At this time, Social Equity Fees cannot be paid when utilizing online application submission. Please use the hard copy applications, which can be dropped off or mailed to the MED Lakewood office, or an appointment can be made to submit the application in person at the MED Lakewood office.

Renewal Application Instructions and Checklist

Answer every question. If a question doesn't apply, indicate with an N/A. All renewals should be submitted prior to expiration.

The disclosure requirements and the main application must be completed in full by all applicants. If this renewal includes a PTC, QPF, QII, or Mobile Hospitality, the appropriate addendum must also be completed.

NOTE: There is no longer a grace period for the renewal of RMB licenses. If your license expires, you will need to cease operations and reapply for a new RMB license and pay all required fees.

See fee table on website: www.colorado.gov/revenue/med

All Forms Signed & Attached

Each of the following forms must be completed and signed by a CBO of the RMB and included with the application:

- Affirmation & Consent
- Tax Check Authorization
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information
- Affirmation of Reasonable Care
- Upon request by the Division, an Applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request. Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

Please go [here](#) for the affidavits and release packet each owner will need to fill out and sign (only use this if more than one owner.)

Business Information

Applicant's Legal Business Name : PARACHUTE GREEN JOINT LLC

License Number : 402R-00518

License Type : Retail Marijuana Store

License Expiration Date : 11/12/2023

Choose the type of grow if renewing a cultivation.

Indoor, Outdoor or Mixed :

If renewing a hospitality business, choose additional type below, (if applicable).

Mobile, etc. :

List all Registered Trade names here. If you do not have a trade name, please put N/A.

Phone Number : [REDACTED]

Email : [REDACTED]

Questions

Is the licensee (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?

Yes/No : No

Has the applicant or any business entity owned by the applicant, ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic?

Yes/No : Yes

If yes, has it been subject to any of the following actions since the last renewal: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) fine; (6) revocation; (7) stipulation or settlement; (8) withdrawn.

Field6-17 : No

Please attach any applicable supporting documents.

SupportingDocumentation:

Do you have legal possession of the licensed premises?

Yes/No : Yes

In the past year, has the licensee (including all parent or subsidiary companies, if any) had a tax lien filed against it, or become delinquent in the payment or filing of any judgments, taxes, interest or penalties owed to the State of Colorado.

Yes/No : No

In the past year, has the licensee (including all parent or subsidiary companies, if any), been indicted, served with a criminal summons, charged with or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty.

Yes/No : No

Within the last 12 months, has there been a change in ownership or ownership allocation, a transfer of stock, a change in the incorporation or in the corporate by-laws, or any other change affecting ownership or organizational structure of the licensee or its subsidiaries/affiliates?

Yes/No : No

Ownership Structure

List Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, managers and any other individual that Controls the RMB.

Corporate Owners:

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name below.

First Name : Barbara

Middle Name : Jo

Last Name : Paarz

Business Associated With : Green Medicine LLC

Ownership Percentage in Controlling Entity/Parent Company : 10%

Ownership Percentage in Applicant :

Upload affirmation and release packet(s) here for at least one Controlling Beneficial Owner.

affirmationpacket:

PGJ affidavits 81523.pdf

Are there any outstanding options, warrants or contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO?

Yes/No : No

Are there any other Persons, other than those listed in the Ownership Structure, that can control the RMB?

Yes/No : No

Are any owners renewing their Owners Licenses with this application?

Yes/No : No

Has the applicant exercised reasonable care to confirm that its CBO's, PBO's (that are Non-Objecting PBO's), Qualified Institutional investors and Indirect Financial Interest Holders are NOT Person(s) prohibited under Section C.R.S. 44-10-307? (Publicly Traded Companies excluded)

Yes/No : Yes

Have any CBO's been removed or moved to PBO ownership status since the prior application?

Yes/No : No

List all Indirect Financial Interest Holders (if applicable).

Interest Holder:

Local Licensing Authority

Local Licensing Authority (Type NA if not applicable) : Town Of Parachute

Local Licensing Authority Contact Name (if known) : Lucy Spalenka, Town Cleark

Organizational Documents- Choose which is being provided.

Choose one : No Change

Upload document

Orgdocs:

Corporate Governance Document- Choose one

Choose one : No Change

Certificate of Good Standing from jurisdiction where Entity was formed. (If no change, click selection below).

CertificateGoodStanding:

If no change, check box.

No Change :

Provide Proof of Possession of Licensed Premises, including any amendments and/or extensions. Choose which is being provided.

Deed, lease, etc. : Lease

Upload proof of possession document here.

proofposdoc:

New PGJ LLC Lease 07.31.2029 (1).pdf

Facility Diagrams- Provide a Legible and Accurate diagram for the facility. The diagram must include a plan for the Licensed Premises AND a separate plan for the Security/Surveillance, including camera location, number and direction of coverage.

Facility Diagrams:

If no change to facility and security, check box below.

No Change :

Organizational Chart, including the identity and ownership percentage of all CBO's. (If no change check box below).

OrganizationalChart:

If no change to organizational chart, check box below.

No change to Org chart :

Affirmation & Consent

I state under Penalty for offering a false instrument for recording, pursuant to 18-5-114 C.R.S., that the entire Renewal Employee License Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested, may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission

use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information:

Name, address, phone number, and SSN (previously requested on this application).

I Accept :

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept :

Legal Last Name : Sullivan

Legal First Name : Cheryl

Legal Middle Name : Lynn

Signature : Cheryl Sullivan

Date : 08/15/2023

Investigation Authorization/Authorization to Release Information

I hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies,

10. This power of attorney ends twenty-four (24) months from the date of execution.

11. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that he/she is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.

12. I do, for myself, my heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

13. I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.

14. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept :

Applicant's Signature : Cheryl Sullivan

Date : 08/15/2023

Reasonable Care (Choose one)

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to subsections 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I,

Field 11-2 : Cheryl Sullivan

, as Controlling Beneficial Owner or Manager for

Field 11-5 : Green Medicine LLC

, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature of Authorized Representative : Cheryl Sullivan

If there have been any changes in the business objectives of the Publicly Traded Company, provide documentation that establishes it still qualifies to hold a RMB license as referenced in 44-10-103 (50).

Description :

Attach documents requiring divestiture of any CBO that is prohibited by Section 44-10-307 that has had his or her Owner's License revoked or has been found unsuitable.

DivestiturePlan:

If the Licensee or RMB is required to have audited financial statements by another regulator (e.g. United States Securities and Exchange Commission or the Canadian Securities Administrators) the financial statements provided to the Division must be audited and must also include all footnotes, schedules, auditors' report(s), and auditor's opinion(s). If the financial statements are publicly available on a website (e.g. EDGAR or SEDAR), the Licensee or RMB may provide notification of the website link where the financial statements can be accessed in lieu of hardcopy submission.
(See Rule 2-225(G)(4)(a))

auditedfindocs:

Questions

Confirm that the PTC is current with all required filings pursuant to any applicable requirements by any securities regulatory authority including, but not limited to, the United States Securities and Exchange Commission or the Canadian Securities Administrators.

Current/Not Current :

Confirm that ALL required findings of suitability have been obtained PRIOR TO the PTC becoming a CBO.

Yes/No :

Confirm that all mandatory filings for CBO's as required by any securities regulatory authority, including, but not limited to the United States Securities and Exchange Commission or the Canadian Securities Administrators, have been filed and the MED has been provided concurrent notice with the filing.

Yes/No :

Addendum B- Qualified Private Fund

Identify all regulatory agencies with oversight over the QPF's securities.

Regulatory Agency Name(s):

Reporting agencies required reports submitted on: :

Provide a list of sanctions, penalties, assessments, or cease and desist orders by any securities regulatory agency, including but not limited to the US Securities and Exchange Commission or the Canadian Securities Administrators.

Field11-9sanc:

Questions

Confirm that the QPF is current with all required filings pursuant to any applicable requirements by any securities regulatory.

Current/Not Current :

Yes/No :

Provide the following:

- a. Documentation that the mobile licensed premises is owned or leased by the Marijuana Hospitality Business.
- b. The automatic Vehicle Identification Tag (if applicable).
- c. A copy of a valid permit issued by the Public Utilities Commission (PUC) to the licensed hospitality business.

Upload above required documents here (.HEIC file extensions NOT supported).

documentation:

By signing below, you affirm that the mobile licensed premises has or will have the following prior to operation:

- a. A global position system for tracking of the mobile licensed premises.
- b. Written standard operating procedures that address the logging of the route(s).
- c. Video surveillance inside of the licensed premises, including entry and exit points to the mobile licensed premises and the driver's area of the vehicle.
- d. Proper ventilation within the vehicle, which includes, if marijuana is smoked or vaped in the licensed premises, that air is not circulated into the driver's area of the licensed premises.
- e. Policies and procedures to ensure that no Regulated Marijuana is possessed or consumed in the area designated to seat the driver and front seat passenger in the licensed premises.
- f. Methods to ensure consumption activity is not visible outside the vehicle.
- g. Policies, procedures or other measures to ensure that consumers are prohibited from entering the driver's area of the mobile licensed premises.
- h. The Marijuana Hospitality Business license is displayed on the dashboard of the mobile licensed premises.

Signature :

Date :

Affirmation of Complete Application

I affirm that I have submitted a complete application and by selecting the "I Affirm and Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Affirm and Accept :

Signature

Field 14-2sign : Cheryl Sullivan

Date : 08/15/2023

Customer Survey



COLORADO
Department of Revenue
Marijuana Enforcement Division
1697 Cole Blvd., Suite 200
Lakewood, CO 80401

August 17, 2023

PARACHUTE GREEN JOINT LLC
The Green Joint
License Type: Retail Marijuana Store
License #: 402R-00518
Expiration date of license: 11/12/2023
315 East 1st Street, Suite A
Parachute, CO 81635

To whom it may concern:

The purpose of this correspondence is to inform you that should the renewal license investigation for PARACHUTE GREEN JOINT LLC continue past the date of expiration for the current license, the license will be administratively continued by the State Licensing Authority pursuant to 44-10-314 until the completion of the renewal license investigation. At the completion of the renewal license investigation, the Marijuana Enforcement Division will notify you of the outcome of the investigation.

Sincerely,

Dominique Mendiola
Senior Director

GREEN JOINT

TOWN OF PARACHUTE

Receipt #: 21362 Date: 9/7/2023 From: GREEN JOINT Register: Register Main Desk Operator ID: top

Miscellaneous Receipt	Marijuana License	GREEN JOINT	\$2,000.00
			Marijuana License Balance:
		Total Receipts	\$2,000.00
	Check - 11458		\$2,000.00
		Change Due:	\$0.00

Thank You for Your Payment!

Submit to Local Licensing Authority

**GRAND VISTA HOTEL PARACHUTE
 PO BOX 249
 Parachute CO 81635**

Fees Due		
Renewal Fee		476.25
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	\$
Amount Due/Paid		\$

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

Colorado Beer and Wine License Renewal Application

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name L.W.C. INC		Doing Business As Name (DBA) GRAND VISTA HOTEL PARACHUTE	
Liquor License # 03-08067	License Type Beer & Wine (city)		
Sales Tax License Number 32435505	Expiration Date 10/30/2023	Due Date 09/15/2023	
Business Address 228 RAILROAD AVENUE Parachute CO 81635			Phone Number 9702851125
Mailing Address PO BOX 249 Parachute CO 81635		Email <i>Lori@grandvistahotel.com</i>	
Operating Manager <i>Lori Gilbert</i>	Date of Birth [REDACTED]		
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease _____			
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3a. Are you renewing a takeout and/or delivery permit? (Note: must hold a qualifying license type and be authorized for takeout and/or delivery license privileges) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3b. If so, which are you renewing? <input type="checkbox"/> Delivery <input type="checkbox"/> Takeout <input type="checkbox"/> Both Takeout and Delivery			
4a. 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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
4b. 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.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. 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)? 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. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. 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? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

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

Affirmation & Consent I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.		
Type or Print Name of Applicant/Authorized Agent of Business <i>Lori Gilbert</i>		Title <i>General Manager</i>
Signature <i>[Handwritten Signature]</i>		Date <i>9-6-23</i>
Report & Approval of City or County Licensing Authority The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.		
Local Licensing Authority For		Date
Signature	Title	Attest

Tax Check Authorization, Waiver, and Request to Release Information

I, Loei Gilbert am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of LWC Inc (the "Applicant/Licensee") 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) <u>L.W.C. Inc</u>		Social Security Number/Tax Identification Number [REDACTED]	
Address <u>228 Railroad Avenue</u>			
City <u>Parachute</u>		State <u>CO</u>	Zip <u>81635</u>
Home Phone Number [REDACTED]		Business/Work Phone Number <u>970 285-1122</u>	
Printed name of person signing on behalf of the Applicant/Licensee <u>Loei Gilbert</u>			
Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information) <u>[Signature]</u>			Date signed <u>9-6-23</u>

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).

August 23, 2023

To: Liquor License Authority

RE: License #32435505
Interest In Other Liquor License

To Whom it May Concern:

L.W.C. Inc d/b/a Grand Vista Hotel Parachute is applying for renewal of Our liquor license at 228 Railroad Avenue, Parachute CO. As per the Request On item #7 of the renewal, we are reporting an "indirect interest" in other Colorado Liquor licenses based upon our owner also owning other hotels in the state with a Liquor licenses as follows:

1. Grand River Hotel - 221 Grand Valley Way, Parachute CO 81635
2. Grand Vista Hotel – 2790 Crossroads Blvd., Grand Junction CO 81506

Both of these locations have a lounge area serving food and beverages for the Benefit of their hotel guests. The Grand Junction location has a separate General Manager. Both of these properties operate separately from the Grand Vista Hotel Parachute in Parachute CO. If there are additional questions or concerns, please contact us at (970) 254-7107.

Sincerely,



Scott Lemke, Controller
Lori Gilbert, General Manager

GRAND VISTA HOTEL

TOWN OF PARACHUTE

Receipt #: 21438 Date: 9/14/2023 From: GRAND VISTA HOTEL Register: Register Main Desk Operator ID: top

Miscellaneous Receipt	Liquor Licensing	GRAND VISTA HOTEL	\$148.75
			Liquor Licensing Balance:
		Total Receipts	\$148.75
	Check - 3971		\$148.75
		Change Due:	\$0.00

Thank You for Your Payment!


2023 TOWN OF PARACHUTE ELECTION RECALL

Michael H. <mholowecki@gmail.com>

Thu 9/14/2023 11:06 AM

To: Lucy Spalenka <lspalenka@parachutecolorado.com>

Cc: James F. Fosnaught <jff@mountainlawfirm.com>

 1 attachments (1 MB)

20230914 RECALL ELECTION [Spalenka] (Document_2023-09-14_103806).pdf;

Good morning Ms. Spalenka,

As an "at-will employee" of the People of Parachute, intent on maintaining their paid position, I don't expect any better honest cooperation than you have afforded me to date. As an example, your published derogatory comments contained in the several Town Council Meeting Minutes constitute defamation, slander and libel of my name, character and reputation. You will be called to truthfully testify to these several matters in the near future and will be contacted by the appropriate authorities having jurisdiction.

In the meantime, since you twice appeared in Garfield County Court, Glenwood Springs, CO, to falsely testify to the collection of willful misrepresentations filed in a 'NARRATIVE' by James Fosnaught and Jeff Conklin, Attorneys, KARP NEU HAMLON, PC, Basalt, CO, and obtained a fraudulent Mandatory Restraining Order preventing me from attending "in person without a (unfit for duty former Boy Scouts of America Eagle Scout, Krav Maga enthusiast and instructor [Israeli Defense Forces tactics in Parachute, CO?] police escort", I would like this email and the attached letter read before the Mayor, Town Council and assembled audience during the next called Town Council and Planning Commission Meetings 'PUBLIC COMMENTS' and entered into the record verbatim.

Respectfully submitted,

S/ Michael Holowecki

Michael Francis Holowecki, Pro Se Counsel
and Advocate for the People of Parachute

[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]

September 14, 2023

Michael F Holowecki
PO Box 366
Parachute, CO 81635

Ms. Lucy Spalenka, Town Clerk
Town of Parachute
222 Grand Valley Way
Parachute, CO 81635

VIA ELECTRONIC MAIL

Re: RECALL ELECTION

Dear Ms. Spalenka,

It is extremely unfortunate that the fiduciary responsibilities given an "at-will" employee of the People of Parachute, would lead them to believe and express in frustration, "Listen buddy, you don't know who I know and what I can do.", and based on that belief, would waste additional taxpayer funds securing a Mandatory Protection Order through your "guy on the inside, Judge Pototsky", over First Amendment protected free speech, whilst regularly slanderously and maliciously attacking my person, property and premises thinking you're going to prove it. But that's a different matter entirely to be heard before several courts, as you instigated through "who you know".

I know you know Frank Steimel and his relationships with the Town of Parachute and County of Garfield Commissioner, Mike Samson apparently, through his former Grand Valley High School scholar-athlete daughter Renee and their close friendships with Mayor Tom Rugaard and Lieutenant Mike Kuper, Rifle Police Department. The latter two had sons that played baseball under Debeque resident and occupant of 173 South 2nd Court, Head Coach Doyle Radel. I told you in the town hall meeting how his mother Edith was spreading false rumors that I, of all people, am a child molester. Other instances of this defamatory and slanderous conduct by others is recorded in the Parachute Rest Area Visitor Center Log Book, but "[You] never go there." And forget about Cathy Carlson, she's too busy to recognize my extensive free contribution to this town's appearance and safety.

To the recall election specifically, Section 5-8(c) of the Town of Parachute, Home Rule Charter reads, and I quote:

"(c) A petition for recall shall be signed by a number of registered electors equal to or more in number than twenty-five percent (25%) of the entire vote cast at the last preceding regular election for all candidates to the office which the incumbent sought to be recalled occupies."

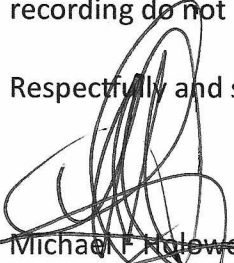
Insofar as the election was cancelled by a February 7, 2022, closed-door vote of then Mayor McClurge and his 'selected' Town Council to cancel the scheduled April election without public

notice and install themselves supreme rulers over the People of Parachute, Mayor Rugaard later ceding full control of government operations to Town Manager, Clifton, CO resident, Travis Elliott, it would only be logical that only one signature, mine, should suffice. You are otherwise confusing the issue with your needless and mindless assertions and double-speak in an attempt to save your job as an "at-will" employee of THE PEOPLE OF PARACHUTE. And you're a Battlement Mesa resident, neighbors to Teresa Beecraft and Chief Sam Stewart, the "people you know and what (you think) you can do."

Know this, Ms. Spalenka, THE PEOPLE OF PARACHUTE deserve and want a free and fair election with candidates that sincerely and lawfully represent THEIR interests, and a Community and Youth Empowerment Center and a bus schedule to access legal, medical, shopping and all the country club-like amenities and facilities you all horde for yourselves in your HOA communities. ESPECIALLY WEEKENDS! In fact, you yourself told me, "I don't even go over there" when I provided information that was recorded into the People's Parachute Rest Area Visitors Center Log Book.

In researching the voter roles I noticed you registered and voted only in the 2020 Presidential election, let me guess, "anyone but Trump". If I'm correct that's another bigoted slight against me. The PEOPLE OF THE TOWN OF PARACHUTE deserve better, it starts with making changes from the top down. Please advise if my calculation, $25\% \times 0 = 0$ is correct, the 26 signatures for my declared candidacy have nothing to do with the recall petition. Your immediate response is required so I may have the petitions ready for submission and 'unanimous' vote before the Mayor and Town Council at tonight's scheduled Town Council meeting and The PEOPLE of the Town of Parachute can freely elect the Mayor and Town Council Members from a fresh batch of candidates, the current body to be declared ineligible by the Court due to their violations of the public trust, failure to properly perform their fiduciary duties and unlawful retaliation against my protected First Amendment Right to Free Speech. These are the precise grounds on which the PEOPLE OF PARACHUTE will recall Mayor Town Rugaard and the unlawfully installed Town Council, who acted under full knowledge of my May 10, 2023 submission of the ON YOUR SIX, LLC, Wassen McKay Place Letter of Interest; May 15, 2023 Notification of Intent to Sue, followed by my May 18, 2023 personal appearance stating the same verbally, to which you imply, "he was 'escorted' out by Officer Reynolds and Sergeant Mayfield". The body cam footage and meeting recording do not support your willfully misrepresentative statements.

Respectfully and sincerely,


Michael F. Holowecki, Pro Se
Advocate for the People of Parachute, CO

Cc: James Fosnaught, Attorney, KARP NEU HAMLON, P.C.
[REDACTED], Attorney



Middle Colorado Watershed Council



MANAGING THE MIDDLE COLORADO WATERSHED

September 2023

Parachute Town Council 

Colorado River Wildfire Collaborative

- Develop a collaborative that can plan and complete projects to reduce wildfire impacts and post-fire challenges.
- Share experiences – serve as the foundation for moving forward together.
- Scheduling monthly meetings to coordinate projects and mitigation efforts.
- Develop MOU between stakeholders for wildfire and post wildfire project work
- Finding project funding through state and federal resources



Restoration

- **Roan Creek Fish Barrier and Ditch Infrastructure Repair**
- **Silt Preserve Water Rights and Restoration**
- **Best Practices Gravel Pit Restoration**
- **Best Management Practices for Flood Plain Uses**
- **Participating in HUP and ShOP conversations**
- **River Watch: Citizen Science Water Quality Monitoring**



Recreation

- *Coordination with river recreation access projects
- *Rulison boat ramp * River Stop, Colorado River Interpretive Center
- *Spanish Translation River Access Guide *CPW Non-native Species App
- *Annual Wild and Scenic Film Fest in Rifle and Glenwood Springs
- *Glenwood Canyon Sign Replacement Project with USFS, CDOT and CPW

Grizzly Creek BOAT RAMP

**FIRE SAFETY
SEGURIDAD CONTRA INCENDIOS**

Grizzly Creek Fire
The Grizzly Creek Fire started on August 18, 2010 during hot, dry and windy conditions. The fire quickly spread and eventually burned the Great Inland Sea. The fire was contained by 11 days and firefighters worked to control the fire. The fire was contained by 11 days and firefighters worked to control the fire. The fire was contained by 11 days and firefighters worked to control the fire.

Wildfire Prevention
In the right place at the right time, a wildfire fire can create heavy smoke and ash. This can be dangerous to your health and property. To help you prevent wildfires, the following are some tips to help you prevent wildfires.

Prevencción de Incendios Forestales
En el lugar correcto en el momento adecuado, un incendio forestal puede crear mucha humo y cenizas. Esto puede ser peligroso para su salud y su propiedad. Para ayudarle a prevenir incendios forestales, los siguientes son algunos consejos para prevenir incendios forestales.

Did You Know?
The annual average of forest fires in Colorado is 10,000. The average of forest fires in Colorado is 10,000. The average of forest fires in Colorado is 10,000.

¿Sabías que?
El promedio anual de incendios forestales en Colorado es de 10,000. El promedio anual de incendios forestales en Colorado es de 10,000. El promedio anual de incendios forestales en Colorado es de 10,000.

**YOU ARE HERE
USTED ESTÁ AQUÍ**

Map showing the location of Grizzly Creek Boat Ramp on the Colorado River, with distances to various points of interest like Rulison Boat Ramp, River Stop, and Colorado River Interpretive Center.

Enjoy Your WHITE RIVER National Forest



Considering the Future



- Restoration and invasive removal projects
- Increasing wildfire ready activities
- Project goal updates to accommodate changes due to drought
- Applying what we've learned to work with stakeholders to evaluate and protect the watershed

Contact Information

Middle Colorado Watershed Council

Paula Stepp/Executive Director

pstepp@midcowatershed.org, 970-404-0162

Please visit our website: www.midcowatershed.org

Follow us on social media: @midcowatershed



FS Agreement No. 24-MU-11021500

Cooperator Agreement No. _____

Colorado River Wildfire Collaborative

MEMORANDUM OF UNDERSTANDING

**USDI, BUREAU OF LAND MANAGEMENT, COLORADO RIVER VALLEY FIELD OFFICE,
UPPER COLORADO RIVER DISTRICT**

AND

USDI, BUREAU OF LAND MANAGEMENT, GRAND JUNCTION FIELD OFFICE

AND

USDA, FOREST SERVICE, WHITE RIVER NATIONAL FOREST

AND

USFS, GMUG (Grand Mesa, Uncompahgre and Gunnison National Forests) tbd

AND

COLORADO STATE FOREST SERVICE

AND

COLORADO PARKS AND WILDLIFE

AND

COLORADO RIVER FIRE RESCUE

AND

DE BEQUE FIRE PROTECTION DISTRICT

AND

GRAND VALLEY FIRE PROTECTION DISTRICT

AND

LOWER VALLEY FIRE DISTRICT

AND

PLATEAU VALLEY FIRE DISTRICT

AND



GLENWOOD SPRINGS RURAL FIRE PROTECTION DISTRICT

AND

GARFIELD COUNTY

AND

MESA COUNTY

AND

TOWN OF SILT

AND

CITY OF RIFLE

AND

TOWN OF NEWCASTLE

AND

CITY OF GLENWOOD SPRINGS

AND

TOWN OF PARACHUTE

AND

TOWN OF DE BEQUE

AND

TOWN OF COLLBRAN

AND

METRO DISTRICT OF BATTLEMENT MESA/BMSA (SERVICE ASSOCIATION)



This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Garfield County, Mesa County, The City of Rifle, The Town of New Castle, The Town of Silt, The Town of Parachute, The City of Glenwood Springs, Town of De Beque, Town of Collbran, Metro District of Battlement Mesa, Colorado River Fire Rescue, Grand Valley Fire Protection District, De Beque Fire Protection District, Glenwood Springs Rural Fire Protection District, Colorado State Forest Service, Colorado Parks and Wildlife, and The Bureau of Land Management Colorado River Field Office and the BLM Grand Junction Field Office, hereinafter referred to as Parties, Members, or Cooperators, and the United States Department of Agriculture (USDA), Forest Service, White River National Forest, Rifle Ranger District, and the Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests.

Background: The Colorado River Wildfire Collaborative works to empower all people to take action to reduce risk in their communities to protect people, property, and places from wildfire loss. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore will work collaboratively and in a coordinated fashion to achieve the shared goals of the MOU.

Title: Colorado River Wildfire Collaborative (CRWC)

- I. **PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish the Collaborative as an informal, unincorporated collaborative organization, in which the members set mutual goals and priorities, utilize existing forest management tools and legal authorities, and align their decisions on where to make the investments needed to achieve the purpose and goals set forth for the Colorado River Wildfire Collaborative and in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Colorado River Wildfire Collaborative works to reduce wildfire risk by identifying, prioritizing, and implementing strategic cross-boundary plans and projects aimed at creating fire resilient landscapes and fire-adapted communities while focusing on community engagement, education, and inclusion.

In entering into this MOU, the Cooperators and the U.S. Forest Service recognize that the parties share certain common interests and goals, which include the following:

- Meaningful and ongoing engagement of stakeholders located in the forest and downstream in the development of strategies to achieve outcomes and foster support for the implementation of those strategies.



- A regional network of resilient forests and communities that are better able to absorb and recover from current and future stressors and disturbances.
- A collaboratively developed and supported fire management strategy (wildland and prescribed) so that wildfires are safely and effectively extinguished when and where needed, but also in the right circumstances.
- Resilient landscapes and infrastructure that support water quality and quantity needs, habitat for robust and healthy flora and fauna, livestock grazing, as well as recreation opportunities for residents and visitors to enjoy now and in the future.
- Active management to enhance forest health and reduce wildfire risk based on the best available data and contemporary science to inform the development and application of on-the-ground activities including landscape scale and cross boundary projects where needed. This includes the use of the best available science that will help stakeholders understand how a changing climate will impact our landscapes and ecosystems, while also looking for opportunities to improve understanding through local research.
- Promoting the personal responsibility of residents who live in wildfire risk areas to prepare as follows:
 - *homes are built or improved to best resist wildfire;
 - *defensible space around homes is created and maintained;
 - * insurance policies are regularly updated;
 - *emergency alerts are receivable and acted upon;
 - *evacuation plans are learned and understood;
 - *community mitigation initiatives are engaged in and are sought.
- Develop and implement risk assessment and strategies to evaluate critical infrastructure and increase overall resiliency to wildfire and to lessen the long-term effects that wildfires have on our stream corridors, water infrastructure, and community assets.

To accomplish the above goals, each party commits to:

- Work within their own statutory and regulatory authorities, including planning and decision-making requirements where applicable.
- Collaborate and coordinate to implement this MOU to achieve the purpose and goals expressed herein.

In consideration of the above premises, the parties agree as follows:



III. THE COOPERATORS SHALL:

- A. Provide a liaison to link the parties of this MOU together.
- B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.

IV. THE COOPERATORS SHALL:

(For Non-Profits and Non-Governmental Organizations Only)

- A. Provide a liaison to link the parties of this MOU together.
- B. Coordinate with the U.S. Forest Service, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.
- C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperators acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperators fail to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperators has expended in violation of sections 433 and 434.

V. THE U.S. FOREST SERVICE SHALL:

- A. Provide a liaison to link the parties of this MOU together.
- B. Ensure that all planning and site-based data collection activities comply with forest plans, National Environmental Policy Act (NEPA) documents, and all applicable laws and regulations.
- C. Coordinate with the Parties to this MOU, non-profit organizations, for-profit organizations, institutions of higher education, federal, state, local, and Native American tribe governments, and individuals.



- D. Execute necessary instrument(s) to allow Cooperator(s) to complete mutually agreed to activities and projects on National Forest System lands, which includes but is not limited to, providing Cooperator(s) and its agents access to federal lands to perform project implementation, maintenance, and monitoring activities at project sites.
- E. Following completion of project implementation and the achievement of all required performance standards for given sites, act as the long-term steward of project sites, conducting any required maintenance.

VI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. The Parties recognize, accept, and respect the differences in missions, goals, and objectives of each other. However, wildfire does not recognize or respect jurisdictional boundaries. The Parties therefore agree to work collaboratively and in a coordinated fashion to achieve the purpose and goals sought and described in this MOU.
- B. The Parties acknowledge that any Party to this MOU may participate in local activities or implement decisions related to forestry management as part of their site-specific obligations, responsibilities, and authorities. This MOU is not meant to supplant any Party's discretionary authority to make decisions about forest management or wildfire response associated with their individual jurisdictions.
- C. This MOU is non-binding and does not obligate any funds of the Parties. As funding and resources are available and authorized (as determined in each Party's sole discretion), the Parties will provide technical, human, and/or financial support to the Partnership under an appropriate authority, as applicable, and by separate instrument(s).
- D. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Garfield County Program Contact	Garfield County Administrative Contact
John Martin, Chairman Garfield County Board of County Commissioners 108 8th St, Glenwood Springs CO 81601 970-945-5004 jmartin@garfield-county.com	Chris Bornholdt Commander, Garfield County Emergency Operations 107 8th St, Glenwood Springs CO 81601 970-945-0453 x 1012 cbornholdt@garcosheriff.com



Mesa County Program Contact	Mesa County Administrative Contact
<p>Andy Martsolf Mesa County Emergency Management 215 Rice St., Grand Junction CO 81501 970-244-1800 andrew.martsolf@mesacounty.us</p>	<p>Andy Martsolf Mesa County Emergency Management 215 Rice St., Grand Junction CO 81501 970-244-1800 andrew.martsolf@mesacounty.us</p>

City of Rifle Program Contact	City of Rifle Administrative Contact
<p>Tommy Klein City Manager 970-989-3149 tklein@rifleco.org</p>	<p>Tommy Klein City Manager 970-989-3149 tklein@rifleco.org</p>

Town of New Castle Program Contact	Town of New Castle Admin. Contact
<p>David Reynolds Town Administrator Town of New Castle 450 W. Main Street New Castle, CO 81647 970-984-2311 dreynolds@newcastlecolorado.org</p>	<p>Rochelle Firth Assistant to the Town Administrator, PIO Town of New Castle 450 W. Main Street New Castle, CO 81647 970-984-2311 rfirth@newcastlecolorado.org</p>

Town of Silt Program Contact	Town of Silt Administrative Contact
<p>Trey Fonner (970) 876-2353 Ext. 106 231 N. 7th Street PO Box 70 Silt, CO 81652 trey@townofsilt.org</p>	<p>Amie Tucker (970) 876-2353 Ext. 104 231 N. 7th Street PO Box 70 Silt, CO 81652 atucker@townofsilt.org</p>

Town of Parachute Program Contact	Town of Parachute Administrative Contact
<p>Travis Elliott Town Manager Town of Parachute 222 Grand Valley Way Parachute, CO 81635 970-665-1147 telliott@parachutecolorado.com</p>	<p>Teresa Beecraft Finance Director Town of Parachute 222 Grand Valley Way Parachute, CO 81635 970-665-1145 tbeecraft@parachutecolorado.com</p>



Town of De Beque Program Contact	Town of De Beque Administrative Contact
<p>Care' McInnis, Town Manager cmcinnis@debeque.org 970-270-3290 PO Box 60, 381 Mintur Ave, De Beque, CO 81630</p>	<p>Care' McInnis, Town Manager cmcinnis@debeque.org 970-270-3290 Evelyn Giertz, Administrative Assistant egiertz@debeque.org (970) 283-5475 ext 108 PO Box 60, 381 Mintur Ave, DeBeque, CO 81630</p>

Metro District Battlement Mesa Program Contact	Metro District Battlement Mesa Admin. Contact
<p>Vinnie Tomasulo vtomasulo@bmmetro.com 970-285-9050 401 Arroyo Drive Battlement Mesa, CO 81635</p>	<p>Vinnie Tomasulo vtomasulo@bmmetro.com 970-285-9050 401 Arroyo Drive Battlement Mesa, CO 81635</p>

Town of Collbran Program Contact	Town of Collbran Administrative Contact
<p>Melonie Matarozzo Town Administrator Town of Collbran 1010 High Street Collbran, Co 81624 970-487-3751 townmanager@townofcollbran.us</p>	<p>Melonie Matarozzo Town Administrator Town of Collbran 1010 High Street Collbran, Co 81624 970-487-3751 townmanager@townofcollbran.us</p>

City of Glenwood Springs Program Contact	City of Glenwood Springs Administrative Contact
<p>Steve Boyd 970-384-6422 101 West 8th Street Glenwood Springs, CO 81601 steve.boyd@cogs.us</p>	<p>Steve Boyd 970-384-6422 101 West 8th Street Glenwood Springs, CO 81601 steve.boyd@cogs.us</p>



Colorado River Fire Protection District Program Contact	Colorado River Fire Protection District Administrative Contact
Zach Pigati Division Chief of Operations and Wildland 1850 Railroad Ave Rifle, CO 81650 970-319-8787 zach.pigati@crfr.us	PJ Tillman Administrative Director 1850 Railroad Ave Rifle, CO 81650 970-625-1243 pj.tillman@crfr.us
Grand Valley Fire Protection District Program Contact	Grand Valley Fire Protection District Administrative Contact
Chris Jackson, Fire Chief 0124 Stone Quarry Road Parachute, CO 81635 970-285-9119 opschief@gvfpd.org	Kim Reeves, Administrative Specialist 0124 Stone Quarry Road Parachute, CO 81635 970-285-9119 admin@gvfpd.org
De Beque Fire Protection District Program Contact	De Beque Fire Protection District Administrative Contact
Forest Matis, Fire Chief 4580 I-70 Frontage Rd, De Beque, CO 81630 970-201-4088 forest.matis@debequefire.org	Jason Lee, Captain 4580 I-70 Frontage Rd, De Beque, CO 81630 970-283-8632 jason.lee@debequefire.org
Lower Valley Fire Protection District Program Contact	Lower Valley Fire Protection District Administrative Contact
Travis Holder, Fire Marshal 970-296-4258 tholder@lvfdfire.org 168 N Mesa St., Fruita CO 81521	Frank Cavaliere, Fire Chief 970-858-3133 fcavaliere@lvfdfire.org 168 N Mesa St., Fruita CO 81521
Plateau Valley Fire Protection District Program Contact	Plateau Valley Fire Protection District Administrative Contact
Karl Belden 49084 Ke ½ Rd, Mesa CO 81643 970-261-9773 k.beldenjr@pvfiredept.org	Eric Bruton Acting Fire Chief 49084 Ke ½ Rd., Mesa CO 81643 970-261-9773 e.bruton@pvfiredept.org



Glenwood Springs Rural Fire Protection District Contact	Glenwood Springs Rural Fire Protection District Administrative Contact
Gary Tillotson 101 W 8th Street Glenwood Springs, CO 81601 Telephone: 970-384-6480 Email: gary.tillotson@cogs.us	Mina Bolton 101 W 8th Street Glenwood Springs, CO 81601 Telephone: 970-384-6436 Email: mina.bolton@cogs.us

Colorado State Forest Service Program Contact	Colorado State Forest Service Administrative Contact
Ron Cousineau Northwest Area PO Box 69 Granby, CO 80446 Telephone: 970-217-7022 Email: ron.cousineau@colostate.edu	Scott Woods 9769 W 119th Drive, Suite 12 Broomfield, CO 80021 Telephone: 303-404-9057 Email: scott.woods@colostate.edu

Colorado Parks and Wildlife Program Contact	Colorado Parks and Wildlife Administrative Contact (alt contact)
Molly West 711 Independent Ave Grand Junction, CO 81504 Telephone: 970-250-3818 Email: molly.west@state.co.us	Ivan Archer 711 Independent Ave Grand Junction, CO 81504 Telephone: 970-200-4026 Email: ivan.archer@state.co.us

Bureau of Land Management, Colorado River Valley Field Office Program Contact	Bureau of Land Management, Colorado River Valley Field Office Administrative Contact
Chad Sewell 2300 River Frontage Road Silt, CO 81652 Telephone: 970-876-9030 Email: csewell@blm.gov	Larry Sandoval 2300 River Frontage Road Silt, CO 81652 Telephone: 970-876-9002 Email: lsandoval@blm.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Clark Woolley, Partnership Coordinator 900 Grand Avenue Glenwood Springs, CO Telephone: 970-948-9803 Email: clark.woolley@usda.gov	Alex Specht, Grants Management Specialist 900 Grand Ave Glenwood Springs, CO 81601 Telephone: 605-515-8812 Email: alex.specht@usda.gov

E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Cooperators, at Cooperator’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of Cooperator’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperators’ products or activities.

H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties



elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperators to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications.

A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should



Cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- O. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through Sept 30, 2028, at which time it will expire.
- Q. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.



John Martin, BOCC Chair Garfield County, Colorado

Date: _____

Chris Bornholdt, Garfield County Emergency Management, Colorado

Date: _____



Janet Rowland, Mesa County Board of County Commissioners, Chair

Date: _____

Andy Martsof, Mesa County Emergency Management, Colorado

Date: _____



David Reynolds, Town Administrator, New Castle, Colorado

Date: _____

Art Riddle, Mayor, Town of New Castle, Colorado

Date: _____



Tommy Klein, City Manager, City of Rifle, Colorado

Date: _____

Ed Green, Mayor, City of Rifle, Colorado

Date: _____



Trey Fonner, Public Works Administrator, Town of Silt

Date: _____

Keith Richel, Mayor, Town of Silt

Date: _____



Travis Elliot, Town Manager, Town of Parachute

Date: _____

Tom Rugaard, Mayor, Town of Parachute

Date: _____



Shanelle Hansen, Mayor, Town of De Beque

Date: _____



Steve Boyd, Acting City Manager, City of Glenwood Springs

Date: _____

Ingrid Wussow, Mayor, City of Glenwood Springs

Date: _____



Melonie Matarozzo, Town Administrator, Town of Collbran, Colorado

Date: _____

Kris Melnikoff, Mayor, Town of Collbran, Colorado

Date: _____



Vinnie Tomasulo, Metro District Battlement Mesa, Colorado

Date: _____



Chief Leif Sackett, Colorado River Fire Protection District

Date: _____



Forest Matis, De Beque Fire Protection District

Date: _____



Chris Jackson, Fire Chief, Grand Valley Fire Protection District

Date: _____



Gary Tillotson, Glenwood Springs Rural Fire Protection District

Date: _____



Karl Belden, Plateau Valley Fire Protection District

Date: _____



Frank Cavaliere, Fire Chief, Lower Valley Fire Protection District

Date: _____



Molly West, Colorado Parks and Wildlife

Date: _____



Scott Woods, Colorado State Forest Service, Partnership Coordinator

Date: _____



Chad Sewell, Bureau of Land Management, Colorado River Valley Field Office Date

Date: _____

Larry Sandoval, Bureau of Land Management, Colorado River Valley Field Office Date

Date: _____

Jeremy Spetter, Bureau of Land Management, Colorado River Valley Field Office Date

Date: _____



SCOTT G. FITZWILLIAMS, Forest Supervisor
U.S. Forest Service, White River National Forest
Date

The authority and format of this agreement have been reviewed and approved for signature.

ALEX SPECHT
U.S. Forest Service, Grants Management Specialist
Region 2, Rocky Mountain Region
Date

FS Agreement No. 24-MU-11021500-



AGENDA ITEM SUMMARY

TO: MAYOR AND TOWN COUNCIL

From: Lucy Spalenka, Town Clerk
Meeting Date: Thursday, September 21, 2023
Memo Date: Thursday, September 14, 2023
Agenda Item: F2 – Website & Mobile App Launch

EXECUTIVE SUMMARY:

In response to the Council's Goal Setting Statement of 2022 and the growing demand for efficient and accessible municipal services, the Town of Parachute is taking a strategic step forward by developing a comprehensive mobile application and new website. This innovative project aims to enhance citizen engagement, streamline service delivery, and foster a more connected and responsive municipality. The intention was to create a modern website and user-friendly mobile app that serves as a one-stop solution for residents and businesses to interact with municipal services, access information, and engage with local government efficiently.

The creation of a mobile app for the Town of Parachute is a progressive step towards modernizing municipal services, improving citizen engagement, and embracing future technology and trends. This project reflects our commitment to providing efficient, accessible, and citizen-centric services while positioning the Town as a forward-thinking municipality in the digital age. Through effective implementation and ongoing refinement, this mobile app will become a valuable tool that enriches the lives of our residents and businesses by providing users with access to:

- **Information Hub:** Access to municipal news, events, socials, and important announcements
- **Payments Portal:** Securely pay bills, permits, licenses or fines online and
- **Notifications:** Receive real-time alerts and updates on relevant issues and events
- **Language Accessibility:** Ensure inclusivity by offering the website and app in multiple languages.

Furthermore, the mobile app allows residents to engage with the Town on-the-go. Features like push notifications ensure that citizens are promptly informed about emergencies, public meetings, and important announcements, enhancing transparency and trust. Additionally, the website can provide interactive features such as submitting feedback, and participating in surveys or polls, enabling residents to actively contribute.

FINANCIAL IMPACTS:

The 2023 budget was approved and included a one-time purchase of up to \$15,000 for website hosting and improvements as well as the creation of a mobile app. After careful consideration and following the Town's purchasing policy, the Town signed a contract with Aptegy to provide the services the Town required. In the end, the Town made an investment of \$10,400.00 to continue moving the Council's vision and goals for the community forward.

APPLICABILITY TO COUNCIL GOALS:

In 2022, the Town Council came together and adopted their goal statement which included their vision for and commitment to the Town. The creation of a mobile app and the creation of a new and improved website encompasses three (3) of the six (6) top most priorities set forth by the Council; Unify & Promote a Strong Sense of Community, Promote Community Engagement, and Anticipate & Embrace Future Challenges, Technology & Trends.

Unify & Promote a Strong Sense of Community –

Creating an updated website and app for the Town and the surrounding community can indeed unify and promote a strong sense of community in several ways. Community Calendar and Events not only helps residents stay informed but also encourages them to attend and participate in these events, fostering a sense of unity and shared experiences. Highlighting local businesses from both communities and promoting them through the website and app can stimulate economic growth within the community. When residents support local businesses, it strengthens the local economy and encourages a sense of pride in the community's achievements.

Promote Community Engagement-

One of the primary benefits of developing a dedicated website and mobile app is the ease of access to essential information and services. The Town can provide residents with a centralized hub for news, updates, and resources related to town and community activities. Citizens can effortlessly access information about upcoming events, community projects, and government initiatives, thereby staying well-informed about their town's developments. The creation of a new website and mobile app is a vital step in a municipality's efforts to promote community engagement. These digital tools not only facilitate easy access to information and services but also empower residents to actively participate in the civic life of their community. By harnessing the power of technology, municipalities can build stronger, more vibrant communities where residents are informed and engaged.

Anticipate & Embrace Future Challenges, Technology & Trends-

“The Town Council values innovation, risk taking, and being welcoming to future opportunities and challenges.” With this goal in mind, transitioning the Town to a more digital era involved a comprehensive and strategic approach to modernize and streamline its operations, services, and infrastructure through the use of digital technologies.

In summary, the development of a new website and mobile app empowers the Town to fulfill their vision and goals. These digital tools serve as dynamic interfaces that offer residents convenient access to information, streamlined services, and opportunities for participation. By embracing technology, the Town can strengthen their relationships with residents, enhance transparency, and create a more engaged and empowered community.

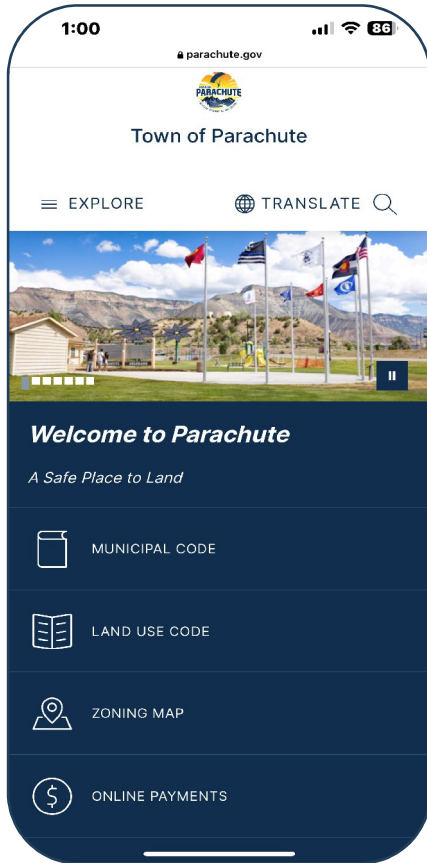
Now let's welcome the new and improved Town of Parachute website: Parachute.gov with the newly developed mobile app Town of Parachute! Visit our new page, download the app and tell your friends!

Website: PC Version

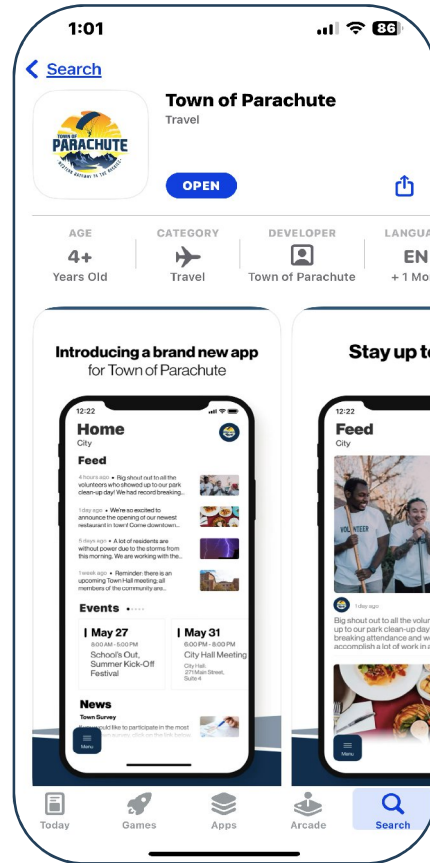


Town of Parachute _ Home - 15 September 2023.mp4

Website: Mobile Version



App on App Store:



TOWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2023-28

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPOINTMENT TO FILL THE VACANT PLANNING COMMISSION OFFICE

WHEREAS, Section 3.24.020 of the Parachute Municipal Code provides that “The Town of Parachute Planning Commission shall consist of seven (7) members. Three (3) of those members shall be ex officio members consisting of the Mayor, a member of the Town Council selected by the Mayor, and a member of the Town Council selected by a majority vote of the Town Council.” and may appoint persons to fill vacancies; and

WHEREAS, there is currently 1 “at-large” vacancy on Planning Commission and, accordingly, the Town Council wishes to appoint persons qualified to hold such office under the Town Charter and Parachute Municipal Code; and

WHEREAS, Section 3.24.030 of the Parachute Municipal Code states that all members of the Planning Commission shall be residents of the Town; and

WHEREAS, the Town has published the opportunity to serve on the Planning Commission and solicited applications from qualified community members.

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 at-large Planning Commission seats to and through the term ending in 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 ____ day of _____ 2023 and approved by the Mayor on the ____ day of _____ 2023.

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

By _____
Tom Rugaard, Mayor

ATTEST:

Lucy Cordova, Town Clerk

**TOWN OF PARACHUTE
ORDINANCE NO. XXX-2023**

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE 2ND AMENDED PLAT OF LOTS 2, 3 & 4, T&T AND ASSOCIATES MINOR SUBDIVISION

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

WHEREAS, T&T and Associates (the “T&T”) owns property described as:

Lots 2 and 3

Amended Plat of T & T and Associates Minor Subdivision, according to the Plat thereof recorded in the public records of Garfield County, Colorado on October 13, 2020 at Reception No. 943607

(the “Lots 2 and 3”);

WHEREAS, Love’s Travel Stops & Country Stores Inc. (the “Love’s”) owns property described as:

Lot 4

Amended Plat of T & T and Associates Minor Subdivision, according to the Plat thereof recorded in the public records of Garfield County, Colorado on October 13, 2020 at Reception No. 943607

(the “Lot 4”);

WHEREAS, T&T and Love’s (collectively, the “Applicant”) submitted an application for a Plat Amendment (the “Application”) of Lots 2 and 3 and Lot 4 (collectively the “Property”) pursuant to Section 15.03.240 of the Parachute Municipal Code (the “Code”);

WHEREAS, pursuant to Section 15.01.250 of the Code, applications for Plat Amendments may be approved by the Town Manager; however, pursuant to Section 15.01.250.D.3 the Town Manager may refer an application to the Town Council for decision;

WHEREAS, pursuant to the Development Improvements Agreement dated September 12th, 2022 between the Town and Love’s, if the Town determines necessary in its discretion, the Parties agree to cooperate and pursue the appropriate platting of the Project property and/or adjacent properties to dedicate to the Town any rights-of-way or other required land dedications to the Town;

WHEREAS, the Applicant’s Application for a Plat Amendment seeks to dedicate right-

of-way (Cardinal Way) in fee title and water and utility lines to the Town of Parachute, and to depict the location of a drainage easement, which will be recorded as an Easement Agreement in the public records of Garfield County, Colorado and referenced on the Plat. No new lots are created by the Plat; and

WHEREAS, the Town Council wishes to approve the Application, subject to the conditions stated herein, and also grant waivers to certain requirements of Title 15, which it believes are in the best interests of the Town.

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

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

Section 2. Plat Amendment. The Town Council hereby approves the Application and the 2nd Amended Plat of Lots 2, 3 & 4 of the T&T and Associates Minor Subdivision (the "Plat"), as set forth in **Exhibit A**, subject to the following conditions:

1. The conditions contained in Ordinance No. 784, Series of 2020 shall continue to apply to the property and its development.
2. All representations of the Applicant made in the Application and in statements during the public meeting before the Town Council, either in writing, orally, or reflected in the minutes, shall be considered conditions of approval with which the Applicant shall comply.
3. Applicant shall reimburse the Town for any and all fees, including consulting costs and attorney fees, incurred in the review of the Application.

Section 4. Miscellaneous.

1. The approvals and conditions contained herein shall be binding on and inure to the benefit of the heirs, successors and assigns of the Applicant and the owner of the Property.
2. This Ordinance, after fully executed, shall be recorded in public records of Garfield County, Colorado.
3. If any provision of this Ordinance is found to be unconstitutional or unlawful, such finding shall only invalidate that part of portion found to violate the law. All other provisions shall be deemed severable and shall continue in full force and effect.

INTRODUCED, READ, PASSED, ADOPTED, AND ORDERED PUBLISHED BY TITLE ONLY 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 ____ day of _____, 2023 and approved by the Mayor on the ____ day of _____, 2023.

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

By: _____
Tom Rugaard, Mayor

ATTEST:

Lucy Spalenka, Town Clerk

PUBLIC NOTICE

Public notice is hereby given that an Ordinance entitled:

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO, APPROVING THE 2ND AMENDED PLAT OF LOTS 2, 3 & 4, T&T AND ASSOCIATES MINOR SUBDIVISION

was introduced before the Town Council on _____, 2023; that a copy of said Ordinance is posted at Town Hall; and that the Ordinance was approved at a regular meeting of the Town Council held on _____, 2023, and approved by the Mayor on _____, 2023.

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

Dated this _____ day of _____, 2023.

TOWN OF PARACHUTE

Lucy Spalenka, Town Clerk



AGENDA ITEM SUMMARY

TO: Mayor and Town Council

FROM: Travis Elliott, Town Manager
Mark King, Public Works Director

MEETING DATE: September 21, 2023

MEMO DATE: September 15, 2023

AGENDA ITEM: RESOLUTION NO. 2023-29 – A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO APPROVING AN AGREEMENT FOR ON CALL ENGINEERING SERVICES WITH AUSTIN CIVIL GROUP INC.

EXECUTIVE SUMMARY:

As stated in the Town's Purchasing Policy, the appointment of contracted Town positions and ongoing agreements are subject to Town Council approval. Our existing contract for Town Engineer with High Country Engineering has been in place for five years, as of August, 2023. In an effort to be fiscally responsible and ensure the Town is receiving the most competitive and qualified services, the Town issued a Request for Qualifications for the Town's Town Engineer Contract and on call engineering services. The RFQ was published and advertised on the Town's website and through BidNet on July 13, 2023. The deadline for submissions proposals was August 7th, and we received a total of six proposals from qualified firms.

Town staff and the evaluation committee reviewed the proposals and selected finalists. Interviews with four finalist firms were held the week of September 4th, and the committee is recommending the contract be awarded to Austin Civil Group Inc.

Upon approval by the Town Council, Town staff will finalize the contract (Attachment 2).

FINANCIAL IMPACTS:

No increases or additional expenses are anticipated at this time.

Engineering expenses can vary year to year. Funding for the Town's various engineering requirements is budgeted annually in the general fund. In addition, if engineering services are required for a particular capital project, those costs are typically allocated towards the project budget.

The costs and rates under this new contract are included in Attachment 2, and they are comparable with the Town's existing contract.

APPLICABILITY TO COUNCIL GOALS:

Although this contract is not directly applicable to any of the Town Council's strategic goals, the Town Engineer will play an essential role in executing the Town's capital projects which typically carry out our strategic priorities.

TOWN COUNCIL OPTIONS:

1. Approve Resolution No. 2023-29 and authorize the Town Manager to enter into a contractual agreement with the selected contractor.
2. Decline to approve Resolution 2023-29 at this time and direct the Town Manager on how to proceed.

STAFF RECOMMENDATION:

Staff recommends approving the Resolution and directing staff to execute the contract.

ATTACHMENTS:

- A. Resolution No. 2023-29 - A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO APPROVING AN AGREEMENT FOR ON CALL ENGINEERING SERVICES WITH AUSTIN CIVIL GROUP INC.
- B. Draft Contract / Professional Services Agreement
- C. Austin Civil Group Qualifications and Submittal

**TOWN OF PARACHUTE, COLORADO
RESOLUTION NO. 2023-29**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PARACHUTE, COLORADO APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH AUSTIN CIVIL GROUP FOR ON CALL ENGINEERING SERVICES TO SERVE AS THE TOWN ENGINEER

WHEREAS, the Town of Parachute wishes to contract for On Call Engineering Services and a Town Engineer to serve the Town on an as-needed basis for an initial term of five years (the “Services”); and

WHEREAS, Austin Civil Group wishes to provide such Services pursuant to the terms of the Agreement for Professional Services enclosed as **Exhibit A**, and the Town wishes to approve such Agreement and for Austin Civil Group (the “Contractor”) to provide the Services and serve as the Town’s official Engineer of Record and Town Engineer.

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 Professional 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 21st day of September, 2023 and approved by the Mayor on the ___ day of September, 2023.

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

By _____
Tom Rugaard, Mayor

ATTEST:

Lucy Cordova, Town Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into as of the date of the last signature hereto (“Effective Date”), by and between **the TOWN OF PARACHUTE, COLORADO**, a Colorado home-rule municipality (the “Town”), and **AUSTIN CIVIL GROUP INC.** (“Contractor”).

WHEREAS, the Town desires that Contractor services of On Call Engineering and Various Engineering Services for the Town of Parachute, and serve as the Town’s Town Engineer as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in the Contractor’s Proposal and the Town’s Request for Qualifications attached as **Exhibit A**; and

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

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

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

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

2. Compensation.

a. Subject to annual appropriation, the Town agrees to pay Contractor for the Services in accordance with the Schedule of Standard Hourly Rates in **Exhibit C**.

b. The Town shall make payment within thirty (30) days of receipt and approval of invoices submitted by Contractor, which invoices shall be submitted to the Town not more frequently than monthly and which shall identify the specific Services performed for which payment is requested.

3. Term.

a. The term of this agreement shall be for a period of five (5) years, beginning on the Effective Date, and renew annually thereafter, unless otherwise terminated per Section 11 and the conditions herein.

b. Contractor will perform Services with reasonable diligence and expediency consistent with sound professional practices.

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

5. Ownership of Instruments of Service. The Town acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the Town upon completion of the Services and payment in full of all monies due to the Contractor. For construction projects, Contractor agrees to provide Town with final as-built drawings of the final installation and construction of the materials in an electronic format, as deemed acceptable by the Town. Contractor further agrees that payment may be withheld by the Town, and the project deemed incomplete, until such final as-built files are delivered and received by the Town.

6. The Town's Obligations/Confidentiality. The Town shall provide Contractor with reports and such other data/information as may be available to the Town and reasonably required by Contractor to perform hereunder and Contractor is entitled to rely on that information. No project information shall be disclosed by Contractor to third parties without prior written consent of the Town or pursuant to a lawful court order directing disclosure. All documents provided by the Town to Contractor shall be returned to the Town at termination of this Agreement. Contractor is authorized by the Town to retain copies of such data and materials at Contractor expense during the term of this Agreement.

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. Unless waived in writing by the Town, Contractor shall maintain the following insurance:

a. Comprehensive General Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the Town as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence/ Two Million Dollars (\$2,000,000) aggregate. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

b. Comprehensive Automobile Liability Insurance. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile

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

c. Terms of Insurance.

(i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Contractor deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the Town. Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal Contractor changes to "occurrence," Contractor shall carry a six (6)-month tail. Contractor shall not do or permit to be done anything that shall invalidate the policies.

(ii) The policies described in subparagraphs a. and b. above shall be for the mutual and joint benefit and protection of Contractor and the Town. Such policies shall provide that the Town, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the Town may carry.

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

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

f. Subcontracts. Contractor agrees to include the insurance requirements set forth in this Agreement in all subcontracts. The Town shall hold Contractor responsible in the event any subcontractor fails to have insurance meeting the requirements set forth in

this Agreement. The Town reserves the right to approve variations in the insurance requirements applicable to subcontractors upon joint written request of subcontractor and Contractor if, in the Town's opinion, such variations do not substantially affect the Town's interests.

10. Indemnification. Contractor hereby covenants and agrees to indemnify, save, hold harmless, and defend 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, agents, or subcontractors in the performance or nonperformance of its obligations under this Agreement.

11. Termination.

a. Not for Cause.

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

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

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

12. Use of Software and other Intellectual Property. Contractor hereby represents and warrants that it has obtained all necessary rights and licenses to use any software or other intellectual property that may be required by Contractor to perform the Services. Contractor hereby agrees to indemnify, hold harmless and defend Town against any claim brought against Town for improper use or infringement upon any software or intellectual property interest.

13. 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.

14. Compliance with C.R.S. § 24-91-103.6. To the extent this Agreement constitutes a public works contract, as defined C.R.S. § 24-91-103.5(b), the Town has appropriated money equal to or in excess of the contract amount set forth herein. Contract modification, as defined in C.R.S. § 24-101-301(10), or other form of modification or directive by the Town requiring additional compensable Services to be performed, which work causes the aggregate amount payable under this Agreement to exceed the amount appropriated for the original Services, are prohibited unless the Contractor is given written assurance by the Town that lawful appropriations to cover the costs of the additional Services have been made and the appropriations are available prior to performance of the additional Services or unless such Services are covered under a remedy-granting provision in this Agreement. For such additional Services, the Town shall reimburse the Contractor for the Contractor's costs not more frequently than once every thirty (30) days for all additional directed Services performed until an amendment to the Agreement contract modification is finalized; however, in no instance shall reimbursement be required before Contractor has submitted an estimate of cost to the Town for the additional compensable Services to be performed.

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

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

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

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

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

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

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

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

23. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

24. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the Town:	Town Manager 222 Grand Valley Way Parachute, CO 81635
With a copy to:	Jeffrey J. Conklin Karp Neu Hanlon, P.C. 201 14 th Street, Suite 200 P.O. Drawer 2030 Glenwood Springs, CO 81602
If to Contractor:	Mark Austin, President Austin Civil Group 123 N 7 th St., Suite 203 Grand Junction, CO 81501

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

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

~ Signature Pages Follow ~

IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

TOWN OF PARACHUTE, COLORADO

By: _____

Title: _____

Date: _____

ATTEST:

Town Clerk

CONTRACTOR:

By: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Agreement was acknowledged before me this ____ day of _____, 2023 by _____.

Witness my hand and official seal.

Notary Public

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

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

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

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

Contractor acknowledges that it will be engaging in activities which 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: _____

EXHIBIT C

A ■ C ■ G

Austin Civil Group, Inc.

Land Planning ■ Civil Engineering ■ Development Services

2023 WAGE RATE AND SCHEDULE

Professional Engineer	\$150.00/Hour
Senior Civil Designer	\$110.00/Hour
Junior Designer/Engineer	\$80.00/Hour

Subcontracted Services	Cost Plus 10%
Prints/Copies	Cost Plus 10%

PROFESSIONAL ENGINEERING SERVICES

STATEMENT OF QUALIFICATIONS

PREPARED FOR:

TOWN OF PARACHUTE

SUBMITTED BY:

A ■ C ■ G

Austin Civil Group, Inc.

Land Planning ■ Civil Engineering ■ Development Services

123 n. 7th street ■ suite 203 ■ grand junction, colorado 81501 ■ 970-242-7540 phone ■ 970-255-1212 fax



Austin Civil Group, Inc.

Land Planning ▪ Civil Engineering ▪ Development Services

August 7, 2023

Mr. Travis Elliot, Town Manager
Town of Parachute
222 Grand Valley Way
Parachute, CO 81635

**Re: Professional Engineering Services for Town Engineer
Request For Proposals / Qualifications**

Dear Mr. Elliot:

Austin Civil Group, Inc. (ACG) appreciates the opportunity to provide the Town of Parachute with the following Professional Engineering Services proposal for the Town Engineering support. We believe ACG would be an ideal match for the Town of Parachute because our firm already has a proven track record of providing quality engineering services to western slope communities.

ACG currently provides on-call engineering services to the City of Delta, Town of Debeque and Colorado Mesa University. I also provided on-call engineering services to the Town of Parachute from 1999 through 2016, which included major projects such as modifications to both water treatment plants, irrigation system pond and piping improvements, a new high school building which required significant infrastructure and roadway improvements, the West Parachute Interchange with I-70, Parachute Park Boulevard bridge and roadway connections.

As President of Austin Civil Group, Inc., I have over thirty-four years of civil engineering, planning and project management experience. In 2005, I started Austin Civil Group, Inc. (ACG) which now includes a staff of eight employees, including two professional engineers all with more than 19 years of civil work experience.

One of my keystone projects was the Historic Arkansas Riverwalk Project in the historic downtown district in Pueblo, Colorado. I was the Engineer of Record for all design work for the project and was also retained by the City of Pueblo to provide full time construction management and oversight during construction.

Our strong municipal, institutional, and commercial project experience provides a great balance in providing cost effective design solutions that minimize long term maintenance costs. ACG is proud to be a small company. Time and again, this has proven to be an advantage to our company and even more importantly, to our clients.

One of the key differences between ACG and other larger firms is we know what we do well, and we are not afraid to team with other engineering professionals that are experts in their specific discipline. A good example of this is the medical profession, where you have a primary care doctor who takes care of the majority of your needs, but works with other specialty doctors to address unique challenges that you may need. Larger engineering firms like to market their ability to have everything "in-house". However, our experience has been that clients end up with mediocre design and support.

ACG's specialty is in municipal infrastructure development and improvements, roads, drainage, pedestrian facilities, and project management. When we need specialty design support, we look for the best firm that does that specific element and team with them to provide our clients with the best design and support.

ACG has worked in several Garfield County communities, including Rifle and Glenwood Springs. Our staff is familiar with project approval and permitting requirements in these communities, and every one of these communities has a slightly different review and approval process that we have helped our clients successfully navigate. During the time that I served as the Town Engineer for Parachute, I worked with several of the county commissioners on various projects in and around Parachute, and also represented the Town for the various specialty task teams such as the CDOT Transportation Planning Region and floodplain mapping revisions in Garfield County.

I will be the primary contact for the Town of Parachute on this project and will be the primary person providing the day-to-day engineering and support to the Town of Parachute. My seventeen years of work experience in the Town of Parachute includes the following:

- Town Hall Building
- Water Treatment Plant Expansion
- Revelle Springs Water Treatment Facility
- West Interchange @ I-70
- Exit 75 Improvements
- Public Works Manual
- Cardinal Way Street Improvements
- CR215 Street Improvements
- Parachute Park Boulevard Bridge and Street Improvements
- Beasley Park
- Rest Stop Improvements
- Irrigation System Facility and Piping
- Development Reviews
- Construction Management/Procurement Support

Mr. Travis Elliot
August 7, 2023
Page 3 of 3

ACG would welcome the opportunity to enter into an agreement with the Town of Parachute to again provide professional engineering support services. The Town will get support from someone with 34 years of experience doing whatever needs to be done to meet the Town's needs. That's the most important quality that sets our firm apart from others.

If you have any additional questions or concerns, please give me a call at 970-242-7540, or you can email me at marka@austincivilgroup.com .

Sincerely,

Austin Civil Group, Inc.

A handwritten signature in blue ink, appearing to read "Mark Austin", with a stylized flourish extending to the right.

Mark Austin, P.E., C.F.M.
President

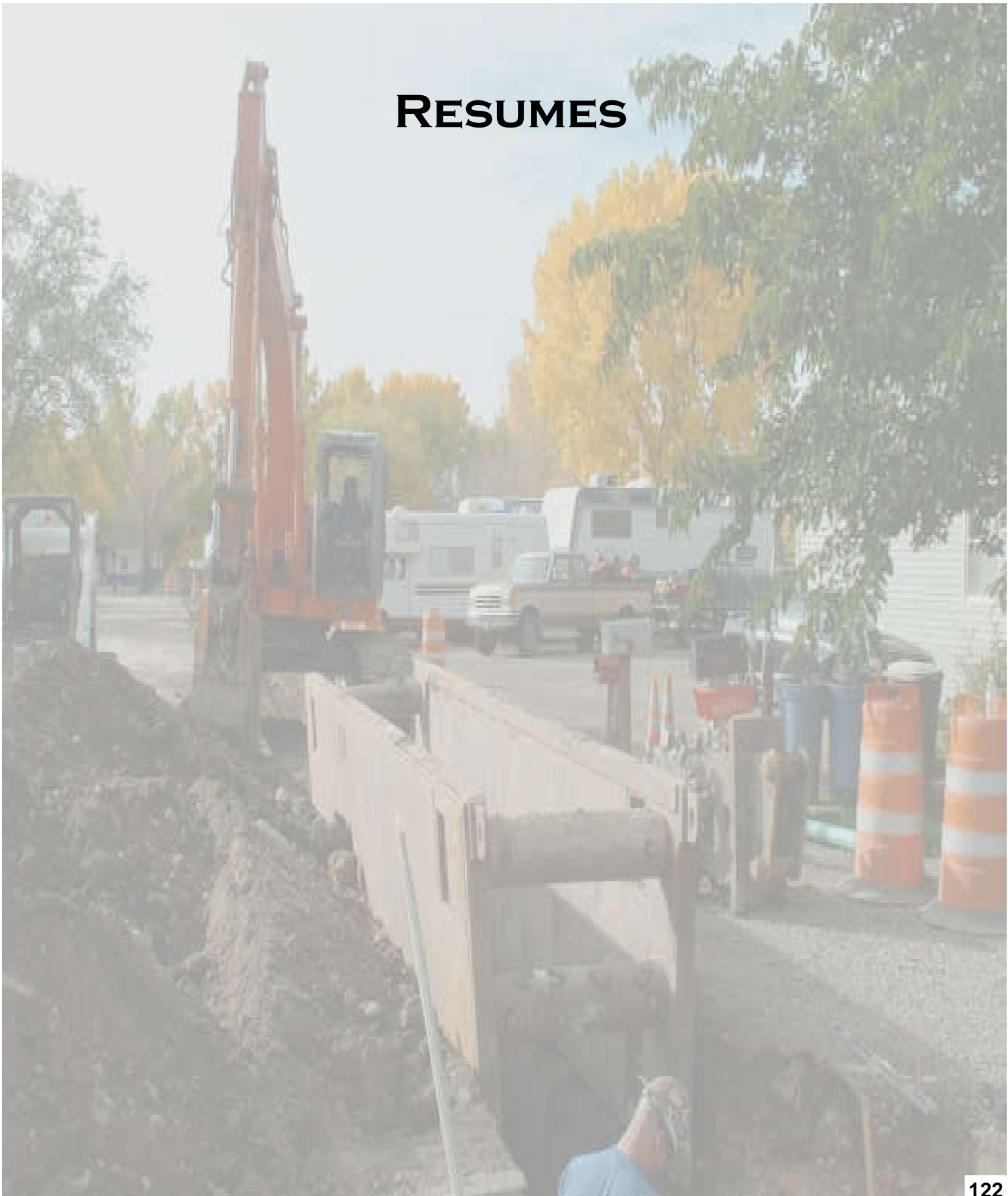
CONTACT INFORMATION



Mark Austin, P.E., C.F.M, President of Austin Civil Group, Inc. (ACG) will be the primary contact for all Town of Parachute work activities. Mr. Austin supported the Town of Parachute from 1999 through 2016.

Scott Sorensen, P.E., C.F.M, will also be available to provide support to the Town of Parachute. Scott has over 19 years of civil engineering design and project management experience and has been with ACG since 2003. Scott knows how to get the most out of the Civil3D design software ACG utilizes for design work. Scott is also a Certified Floodplain Manager (CFM) and is well versed in hydrology and hydraulic programs integrated into Civil3D as well as StormCAD and Flowmaster. Scott provided design and construction support to the City of Delta for the 2nd Street Storm Sewer Main Replacement Project, 7th Street Storm Sewer Main Replacement Project as well as several alley improvement projects in the City.

RESUMES





Mark R. Austin, P.E., C.F.M.
President

Licensed Engineer:

Colorado (#29778)
North Dakota (#6949)
Wyoming (#13005)
Utah (Pending)

Education: Bachelor of Science in
Civil Engineering, 1989, Colorado State
University, Fort Collins, CO

Coursework for Master of Environmental
Policy and Management, Denver University,
Denver, CO

Affiliations:

- American Society of Civil Engineers
- National Society of Professional Engineers
- Association of State Floodplain Managers
- Colorado Association of Stormwater & Floodplain Managers
- Grand Junction Chamber of Commerce
- Western Colorado Contractor's Association

References:

- David Hood, P.E., City of Delta Public Works Director, 970-261-5894
- Mark King., Town of Parachute Public Works Director, 970-285-7630
- Sam Atkins, P.E., City of Fruita City Engineer, 970-858-8377

Mark has over thirty-four years of civil engineering experience with municipal, institutional, commercial, and residential development experience. Mark provides town engineering services for the City of Delta and Town of De Beque, including capital budgeting / planning through construction oversight. Mark's past project experience allows him the ability to find creative ways to meet client needs in a cost-effective manner.

SELECT PROJECT EXPERIENCE

Grand Junction High School, Grand Junction, CO

ACG provided site permitting, design, utilities, grading and drainage plans for a new 246,000 square foot high school with athletic fields on a 29-acre site. The project was constructed on the existing high school campus and was designed to allow the existing high school to remain in operation while the new facility was constructed.

Monument Ridge Elementary School, Fruita, CO

ACG provided site permitting, design, utilities, grading and drainage plans for a new 44,000 square foot elementary school. The 11.5-acre project was completed using a CM/GC process to fast-track completion of the project.

City of Grand Junction Fire Stations #3, #4, #6 and #8 Grand Junction, CO

ACG provided site design, utilities, grading and drainage plans for four new fire station buildings. Both locations required creative drainage and layout solutions to address site specific location challenges.

Colorado Mesa University, Grand Junction, CO

ACG has provided civil engineering support to Colorado Mesa University for the past 15 years. Our work included site permitting, design, utilities, grading and drainage plans for dormitory buildings, classroom facilities, Engineering building, Maverick Hotel, and athletic facilities.

Lincoln Park Stadium Improvements/Stocker Stadium & Suplizio Field Grand Jct., CO

ACG provided site layout, grading, drainage and utility infrastructure design for the Lincoln Park Stadium improvements for the City of Grand Junction. The project required major modifications for a stadium tower and seating changes along with restroom and vendor services.

Mesa County Fairgrounds, Grand Junction, CO

ACG provided civil design, construction oversight and management for Phases I through IV of the Mesa County Fairgrounds complex. The work also included design for new access improvements on Highway 50 at both entrance locations into the Fairgrounds.

Grand Valley Transit Center, Grand Junction, CO

ACG provided site permitting, design, utilities, grading and drainage plans for a 2,700 square foot bus transfer facility on a 3.5-acre site in Grand Junction, Colorado.

Mesa County Public Library Production Studios, Grand Junction, CO

ACG provided site permitting, design, utilities, grading and drainage plans for a new 3,000 square foot expansion production studio building.

Ute Water Conservancy District / Grand Valley Power, Grand Junction, CO

ACG provide civil engineering design and construction management support to Ute Water Conservancy District to develop a commercial business park for Ute Water Conservancy District and Grand Valley Power's corporate facilities. The project required a 5,800 ft sewer main extension to service the development.



Scott Sorensen, P.E., C.F.M
 Civil Engineer

Project Role: Civil Engineer

Registration:

Colorado # 42780
 North Dakota #: 7101
 Wyoming #: 13147
 Utah #: 799655

Education:

University of Wyoming
 B.S. Civil Engineering

Affiliations:

American Society of Civil Engineers

Colorado Association of Stormwater & Floodplain Managers

Scott has over nineteen years of municipal, commercial, and residential design and management experience. His professional experience includes: site layout and circulation, grading/drainage, utility infrastructure, parks, and bike paths.

SELECT PROJECT EXPERIENCE

- **Mesa County Public Library** Grand Junction, CO. ACG provided permitting support, site design, utilities, grading and drainage plans for a major remodel and expansion for the Mesa County Library Building;
- **Mesa County Central Services Facility**, Grand Junction, CO. ACG provided site design, circulation, access improvements, utilities, grading and drainage modifications and construction oversight for major renovation of a 3-acre, 40,000 SF building project;
- **Mesa County Jail Employee Parking Lot Expansion**, Grand Junction, CO. ACG provided site design, grading and drainage modifications and renovations to an existing secured parking lot;
- **Mesa County Storage Building**, Grand Junction, CO. ACG provided site design, utilities, circulation, grading and drainage, and procurement support to construct to 10,000 square foot storage buildings at the Mesa County Fairgrounds;
- **CMU Geothermal Central Loop Extension**, Grand Junction, CO. ACG provided site design and construction oversight for extending the campus's central loop from Academic Classroom #2 to Maverick Center.
- **Colorado Mesa University Baseball Clubhouse** Grand Junction, CO. ACG provided site design, utilities and coordination to construct a baseball clubhouse including batting cages and bullpen;
- **Mesa County Fairgrounds** Grand Junction, CO. ACG provided site design, circulation, access improvements, utilities, grading and drainage modifications and construction oversight for major renovation work at the Mesa County Fairgrounds;
- **CMU Pumphouse Geothermal**, Grand Junction, CO. ACG provided site design for extending the geothermal central loop to the campus's existing irrigation pumphouse. Project did not go into construction.
- **Fire Station #3, #6 & #8**, Grand Junction, CO. ACG provided site permitting, design, utilities, grading and drainage plans for a 10,000 square foot fire station
- **CMU Cooling Tower**, Grand Junction, CO. ACG provide site design and construction oversight of extending geothermal to a new cool tower station near the campus's track facility.
- **Colorado Mesa University Kinesiology Renovation and Expansion**, Grand Junction, CO. ACG provided site design, utilities, parking layout and drainage for a 46,206 square foot expansion.
- **Colorado Mesa University Maverick Hotel Project**, Grand Junction, CO. ACG provided site permitting, design, utilities, grading and drainage plans for a 60-unit hotel project.
- **Colorado Mesa University St. Mary's SCL Health Medical Center**, Grand Junction, CO. ACG provided site permitting, design, utilities, grading and drainage plans for the health medical center.
- **Colorado Mesa University Running Track** Grand Junction, CO. ACG provided site design, grading, drainage and utilities for an artificial running track and natural grass infield on CMU's north campus;

PROJECT APPROACH



Every project has its own set of unique conditions and restraints. The sooner we identify and define these items, the easier it will be to manage the project, determine the best approach to completing the project, and minimize costs.

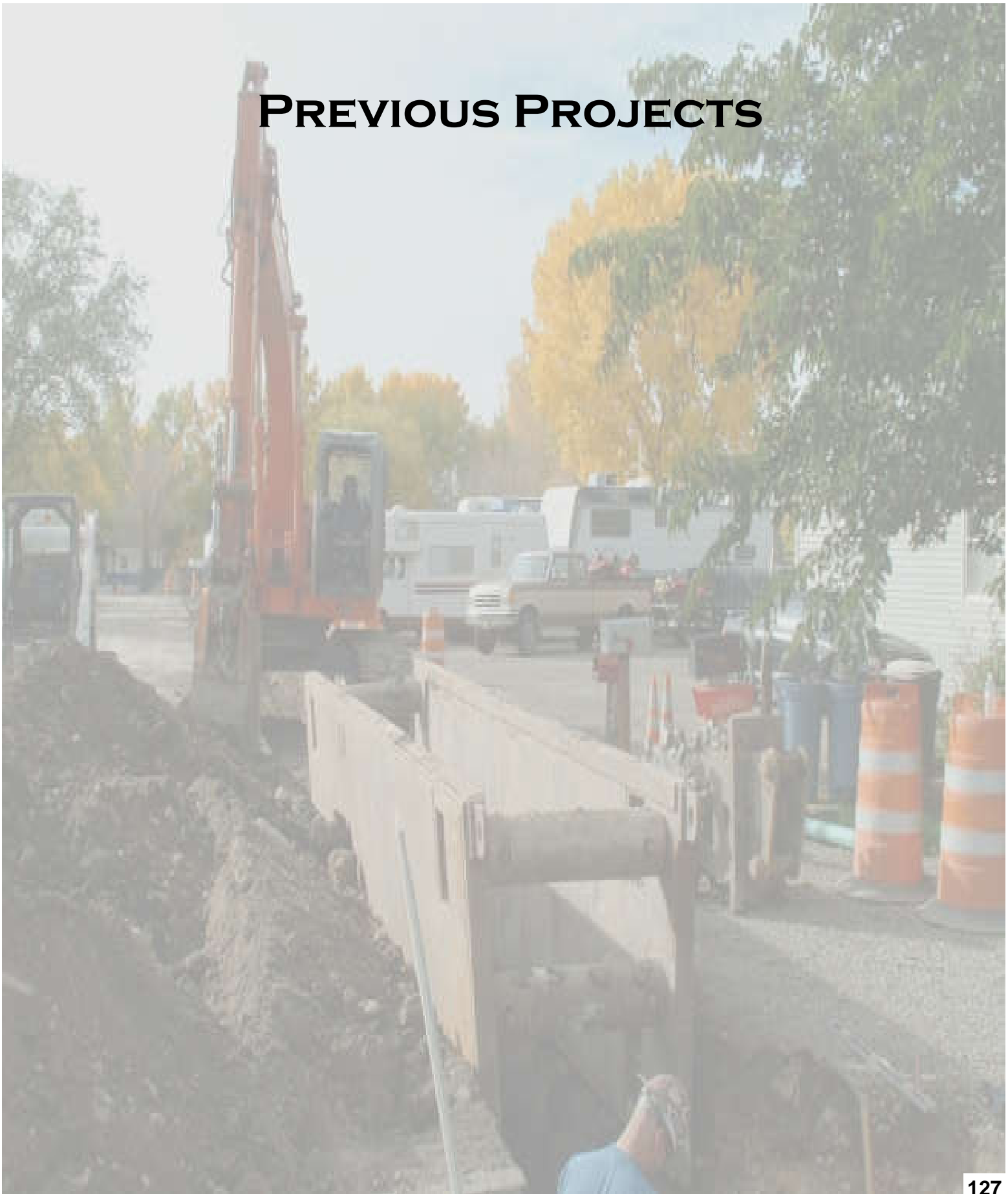
Some municipal projects have direct impacts on the public so getting public buy-in is key to a project's success. Having public meetings and getting participation from the public helps everyone understand why a particular project needs to be completed, and it also helps identify unique neighborhood issues that need to be mitigated during the construction phase of the project. ACG has been successful in engaging the impacted homeowners and businesses not only through public meetings, but meeting with them on a one-on-one basis.

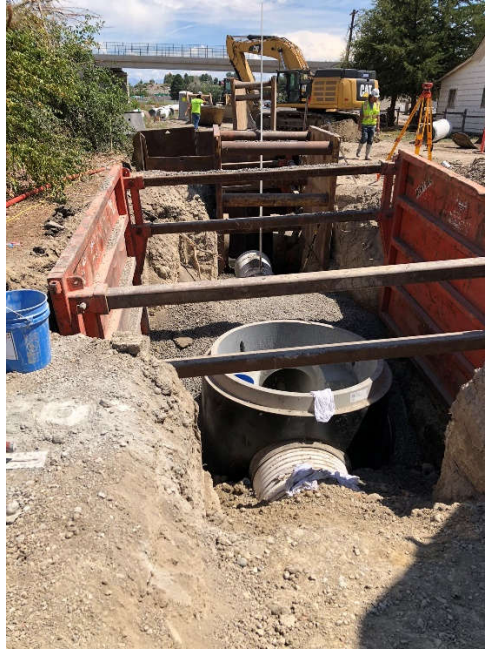
ACG anticipates the scope of services needed to support the Town Parachute will be extremely diverse. The key is to understand what level of information or plans is needed to successfully complete the project goal, as well as making sure a realistic project budget is established at the start of project to meet the project requirements.

One of the best things about being a small company is we have the flexibility to adjust quickly and efficiently to provide the best option for meeting your project's needs. ACG understands our staff's strengths, but even better, we understand when it makes more sense to partner with other technical experts to meet your project needs. As you review our qualifications, you will notice that our company does not provide in-house surveying structural or geotechnical testing. The primary reason for this is we have found that it's significantly cheaper to competitively bid these services out quickly as a subcontracted service. That way we are assured the Town is getting the best value in completion of these services.

Many of the municipal clients we support need us to bill for each service individually so that they can pass these costs onto the various development requests or grants. ACG assigns a unique job number for every project we provide support for so these costs can be tracked separately and bill on a monthly basis. Individual invoices for the various projects will include the day, hours, and short description of what services were performed.

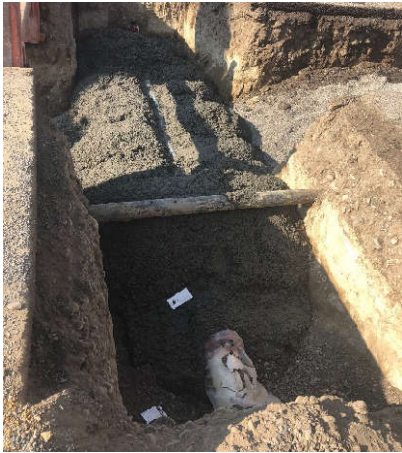
PREVIOUS PROJECTS





Sanitary Sewer Replacement 1 Delta, Colorado
Contact: David Hood, City of Delta Engineer: 970-261-5894
Project Construction Cost: \$2,800,000

ACG provided civil engineering design and construction management support to the City of Delta to replace 4,500 liner feet of 15-inch sewer pipe with 42-inch to 30-inch large diameter sewer pipe through north downtown area of Delta. The sewer alignment required deep installation in soft soil conditions, coordination with Union Pacific Railroad for placement of sewer in railroad right of way and crossing of US Highway 50.



5th Street Storm Sewer and Street Reconstruction, Delta, Colorado

Contact: David Hood, City of Delta Engineer: 970-261-5894

Project Construction Cost: \$640,000

ACG provided civil engineering design and construction management support to the City of Delta to replace storm sewer pipe in 5th Street. The project required relocation of telephone and gas services to allow for placement of the large diameter storm sewer.



Safeway Lift Station Replacement Delta, Colorado

Contact: David Hood, City of Delta Engineer: 970-261-5894

Project Construction Cost: \$700,000

ACG provided civil engineering design and construction management support to the City of Delta to replace an aging sewer lift station and upgrades to control and emergency power. The project required early procurement of equipment by the City to allow for construction to occur during the winter months when groundwater levels were lower.



Downtown Storm Sewer Design - 2nd and 5th Street, City of Delta, Colorado
Contact: Steve Glammeyer, (Former) City of Delta Public Works Director
Project Construction Cost: \$750,000

ACG's staff (Mark Austin & Scott Sorensen) provided on-call civil engineering design to the City of Delta to design major stormwater infrastructure collection lines in the downtown area in the City of Delta in support for a Highway 50 Truck Bypass project. ACG's staff designed 72-inch and 60-inch storm sewer infrastructure in 2nd Street, 5th Street, and 7th Street that will ultimately collect the entire downtown commercial and urban residential areas. The storm sewer alignments required critical coordination to avoid impacts to the existing sanitary and water systems already located in the street corridor. All design work for these storm sewer systems is complete and as funding grants and capital funds are obtained, construction projects tailored to these budgets are generated and constructed.



Highway 50 Water Main Replacement, City of Delta, Colorado
Contact: Steve Glammeyer, (Former) City of Delta Public Works Director
Project Construction Cost: \$850,000

ACG's staff (Mark Austin, Jim Joslyn) provided civil engineering design and construction management services to replace 5 miles of water main along Highway 50 in Delta, Colorado. The replacement project was needed to accommodate a divided highway update project funded by the Colorado Department of Transportation. The project included boring and casing of six crossing across State Highway 50, 54 relocations of water meters and service line connections in private property areas, and unique construction cost tracking requirements required due to the various state and local funding agencies.

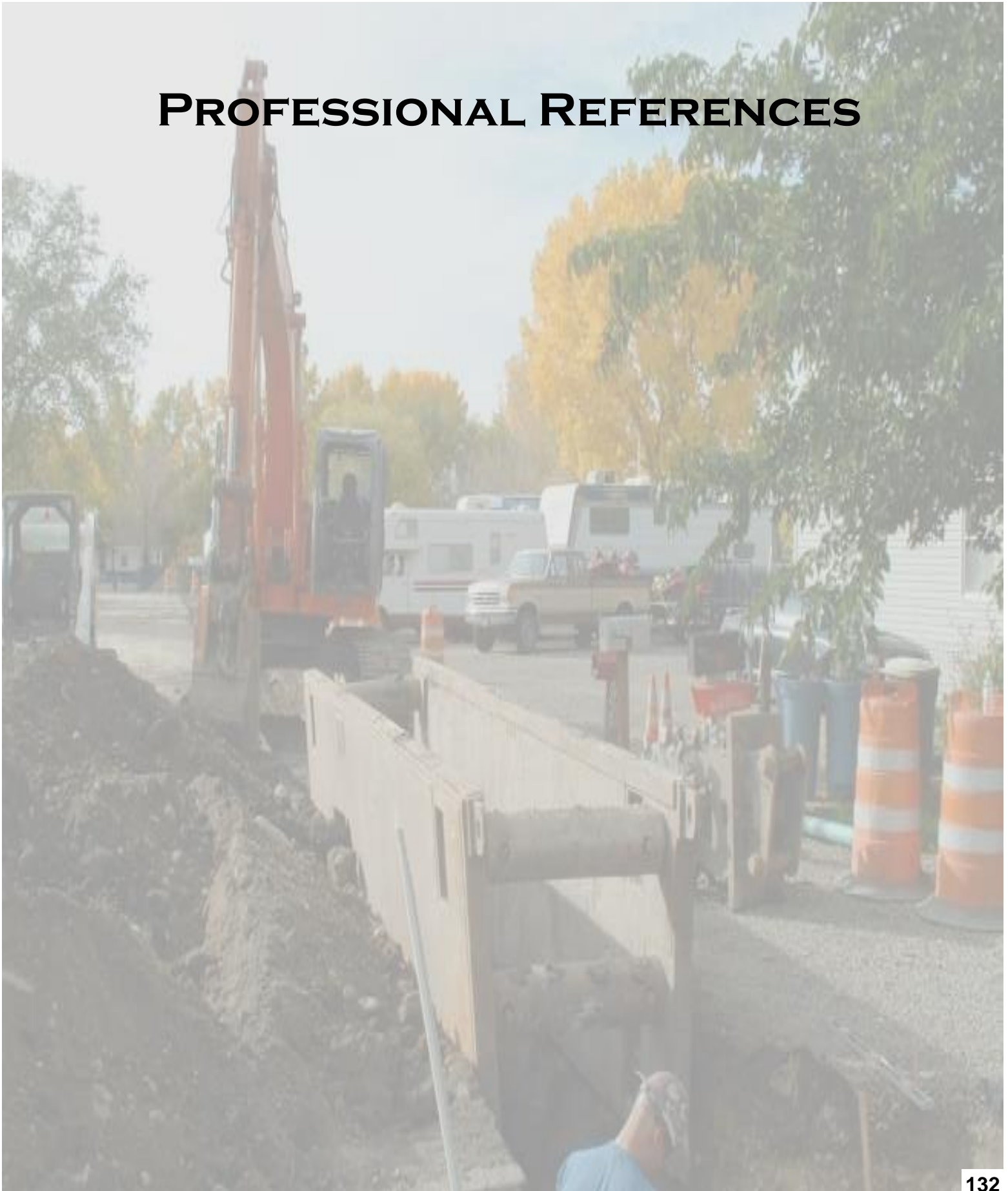


I-70B Sewer Main, Clifton Sanitation District, Clifton, Colorado

**Contact: Brian Woods, Clifton Sanitation District Manager, (970)-434-7422 Email: bwoods@cliftonsanitation.com
Project Construction Cost: \$1,100,000**

ACG's staff (Mark Austin, Jim Joslyn, Lisa Stanberry) provide civil engineering design and construction management support for the Clifton Sanitation District to install 4,500 feet of 15-inch, 12-inch and 10-inch sewer main. The sewer alignment replaces an aging and undersized sewer main that services commercial and residential users along I-70B. The project required careful coordination with the Colorado Department of Transportation and Mesa County to minimize traffic and business disruptions in the area.

PROFESSIONAL REFERENCES



Contact: Mark King, Public Works Director, Town of Parachute
222 Grand Valley Way / PO Box 100
Parachute, Colorado 81635
Phone: 970-285-7630
Email: mking@parachutecolorado.com

Projects:

- Capital Improvements Plan
- Irrigation Pond and Piping Expansion
- Parachute Park Truck Bypass
- First Street Water Main Replacement
- Parachute Ave Street Improvements
- Sewer Force Main Replacement
- 2000-20011 Pavement Mtce. Program
- New I-70 Interchange FHWA Approval
- Revell Springs Water Main
- New Town Hall
- Revell Springs Water Treatment
- Beasley Park
- Water System Master Plan
- Sewer Pretreatment Program

Contact: Steve Glammeyer, Former City of Delta Public Works Director
Phone: 970-201-3287

Projects:

- 3rd Street Improvements
- 7th Street Improvements
- Stafford Lane Culvert Replacement
- Heinz Street Culvert Replacement
- North Delta Watermain
- Columbia Street Improvements
- Pioneer Avenue Extension
- City Hall Elevator Addition
- 2nd Street Storm Sewer Improvements
- 5th Street Storm Sewer Improvements
- Hastings Street Intersection Improvements
- Public Works Facility Masterplan
- 1550 Road Water Main Extension
- Sewer Plant Effluent Line Construction Management Support
- City Hall Facilities Assessment
- Pioneer Road to 3rd Street Conceptual Plan
- Pioneer Road Water Booster Station
- Confluence Lake Edge and ADA Improvements
- Downtown Alley Improvements

Contact: David Hood, City of Delta Public Works
640 West 4th Street
Delta, Colorado 81416
Phone: 970-261-5894
Email: davidhood@cityofdelta.net

Projects:

- Safeway Lift Station Replacement
- 5th Street Storm Sewer Phase III
- Sanitary Sewer Replacement Phase I

Contact: Kent Marsh, Colorado Mesa University Facilities Director
1260 Kennedy Avenue
Grand Junction, CO 81501
Phone: 970-248-1303
Email: kmarsh3@coloradomesa.edu

Projects:

- Performing Arts Center Facility
- CMU Chappel
- CMU Track Facilities
- CMU Engineering Building
- CMU Baseball Facilities
- Maverick Hotel
- Health Science Facility and Parking
- Maverick Center Phase VI
- Nurse Practitioner Center
- Wingate Housing
- Garfield Housing
- Renaissance Village Housing
- Pinion Dorms
- Bash Housing
- Orchard Avenue Housing
- Football Practice Field Drainage
- POMA Facility
- CMU Geothermal and IT
- Outdoor Programs
- Wingate Parking Lot
- Pole Training Facility
- 7th Day Adventist Remodel
- Little Mavs Facility
- Ellipse Ped and Fire Lane Access
- Ped Plaza and Bike Loop
- Sports Pavilion
- Perimeter Walks
- Maverick Center Phase III



AGENDA ITEM SUMMARY

TO: Mayor and Town Council
 FROM: Travis Elliott, Town Manager
 Teresa Beecraft, Finance Director
 MEETING DATE: September 21, 2023
 MEMO DATE: September 14, 2023
 AGENDA ITEM: 2024 Draft Budget Presentation Kickoff and Discussion

EXECUTIVE SUMMARY:

The Town Manager, per the Home Rule Charter, is required to present the proposed budget for the ensuing fiscal year to the Town Council for consideration and action. On Thursday, September 21st, Town staff will be presenting a summary of the Draft 2024 Budget, a tentative schedule for adoption, and an overview of the major changes, projects, and challenges facing the Town.

Staff will be seeking direction on what, if any, particular areas or projects within the draft budget that the Town Council would like to discuss further. The Draft 2024 Budget will then be presented in more detail at the Town Council meeting on October 19, 2023. Adoption of the final 2024 Budget is tentatively scheduled for the Town Council meeting on November 16, 2023, but it must be adopted no later than December 31st, per state statute.

The table below shows a full proposed schedule, including tasks that have already been completed by staff in preparation.

Task	Date / Deadline
Create 2024 Dept Budget Worksheet Template	15-Jun-23
Develop 2024 Dept Budget Worksheets	29-Jun-23
2024 Promotions and New Hire Requests due by email	30-Jun-23
Send Budget Worksheets to Departments	3-Jul-23
Send 2024 Fee Schedule for Review	3-Jul-23
Build 2024 Master Budget Worksheet	27-Jul-23
Draft Budget Worksheets & Fees Due from Departments	31-Jul-23
Draft 2024 Revenue Forecasts	4-Aug-23
Input Draft Worksheets into Budget	11-Aug-23

2023 Estimates / 2024 Beginning Fund Balances	11-Aug-23
Department Budget Meetings / Review	Week of 8/14
Initial Projections for Capital Projects	31-Aug-23
Create Final Personnel Worksheet (insurance, merit, etc.)	31-Aug-23
Final Budget Decisions / Inputs	31-Aug-23
Final Revenue Forecasts	31-Aug-23
Additional Budget Meetings w. Directors (if necessary)	Week of 9/4
Draft Budget Materials Due for Packet	14-Sep-23
2024 Budget Presentation Kickoff	21-Sep-23
Draft budget revisions	28-Sep-23
Draft Budget Letter	28-Sep-23
Draft Budget Review	5-Oct-23
Draft Budget Materials Due for Packet	12-Oct-23
Publication of Budget Notice Deadline	15-Oct-23
2024 Budget Review	19-Oct-23
Final Revisions, if necessary	31-Oct-23
Final Capital Project Budget Projections	31-Oct-23
Final Budget Materials Due for Packet	9-Nov-23
2024 Mill Levy Certification	16-Nov-23
Final 2024 Budget Adoption	16-Nov-23
Budget Book Production	30-Nov-23
Final Budget Book Posted and Sent to DOLA	14-Dec-23

TOWN COUNCIL OPTIONS:

1. Provide feedback and direction on top priorities, draft budget, and what projects the Town Council would like more detail on

STAFF RECOMMENDATION:

1. Listen to the presentation and provide direction to staff to include in the 2024 budget process

APPLICABILITY TO TOWN COUNCIL GOALS:

The annual budget process is, arguably, the single greatest opportunity for the Town to implement the priorities and strategic goals of the Town Council. The 2023 budget will aim to accomplish the strategic goals adopted by the Town Council, which have been relied upon heavily in the creation of the budget.



AGENDA ITEM SUMMARY

TO: Mayor and Town Council
 FROM: Travis Elliott, Town Manager
 Teresa Beecraft, Finance Director
 MEETING DATE: September 21, 2023
 MEMO DATE: September 14, 2023
 AGENDA ITEM: Review of External Committees and Town Council Appointments

EXECUTIVE SUMMARY:

As requested at the last Town Council meeting, the following summary of external committees has been prepared for the Town Council to review and make appointments. A more detailed overview of the general expectations, purpose, time commitments, meeting frequency, location, and duration have been provided as an attachment.

This is a draft summary for discussion purposes and review. Other associations and ad hoc committees may arise or be removed as needed. There is no requirement that a Councilmember serve on an external committee.

	Organization Name	Current TOP Representative
1	AGNC	Tom Rugaard, Mayor Alternate: Chris Jackson, Councilman
2	AGNC Policy Committee	Travis Elliott, Town Manager
3	CLEER / Garfield Clean Energy	Travis Elliott, Town Manager
4	CML, Policy Committee	Travis Elliott, Town Manager
5	(Detox) Withdrawal Mgmt. Gov. Committee	Claudia Flores Cruz, Mayor Pro Tem Alternate: Travis Elliott
6	Energy Advisory Board (EAB)	Tom Rugaard, Mayor
7	Planning Commission	Claudia Flores Cruz, Chair
		Tom Rugaard, Commissioner
		Juanita Williams, Commissioner

TOWN COUNCIL OPTIONS:

1. Review the list of committees and volunteer to participate or make recommendations for the Town's representation.
2. Make a motion to approve or amend a Town Council representative

STAFF RECOMMENDATION:

1. Staff is happy to attend committee meetings on behalf of the Town. However, in many cases, the Town is best represented by a Town Council member. If there is a particular group that is of interest to a Councilmember, staff recommends volunteering to serve as the Town representative, if his or her schedule allows. Many of the groups meet during the weekday and can conflict with work schedules.

APPLICABILITY TO TOWN COUNCIL GOALS:

Many of the listed associations involve regional collaboration, which can assist the Town in our various goals and objectives.

Organization Name		Current TOP Representative	Meeting Frequency	Date / Time	Location	Duration	Summary
1	AGNC	Tom Rugaard, Mayor Alternate: Chris Jackson, Councilman	Once / Month	Wednesday mornings	Varies (mostly Rifle)	3-6 hours	The mission of the AGNC is to communicate with, inform, and reflect the needs of its members and promote the values, industries and economies of Northwest Colorado.
2	AGNC Policy Committee	Travis Elliott, Town Manager	Once / Week (During CO Leg. Session)	Thursday mornings	Virtual	1-2 hours	Meets with AGNC's Lobbying team to form recommendations of support or oppose for or against bills making their way through the CO Legislative Cycle. Meets weekly on Thursday mornings, but only during the CO Leg. Session.
3	CLEER / Garfield Clean Energy	Travis Elliott, Town Manager	Once / Month	Friday afternoons	Glenwood Springs Library	1-2 hours	Garfield Clean Energy is an independent local government authority that oversees programs and services that help residents, businesses, and local governments become more energy efficient and reduce energy costs. CLEER (Clean Energy Economy for the Region), a nonprofit, delivers the programs and services of Garfield Clean Energy under an annual contract.
4	CML, Policy Committee	Travis Elliott, Town Manager	~6 / year	Mornings	Virtual + Denver	2-4 hours	Develops the League's legislative program. The membership is composed of representatives from each member municipality, CML sections, and district presidents. Meeting dates and frequency varies, but meets most often during CO Legislative Session
5	(Detox) Withdrawal Mgmt. Gov. Committee	Claudia Flores Cruz, Mayor Pro Tem Alternate: Travis Elliott	Every Other Mon	12 noon, Weds.	Virtual	1-2 hours	Tasked with overseeing the construction and ultimate budgeting of the new detox facility being constructed in partnership with Mind Springs Health. Meeting frequency expected to decrease upon completion of facility.
6	Energy Advisory Board (EAB)	Tom Rugaard, Mayor	Quarterly	Evenings	Rifle	2-3 hours	Mission Statement: The EAB shall provide a forum for the oil and gas industry, the public, impacted landowners and local government to prevent or minimize conflict associated with oil and gas development through positive and proactive communication and actions that encourage responsible and balanced development of these resources within Garfield County.
7	Planning Commission	Claudia Flores Cruz Tom Rugaard Juanita Williams	Once / Month	6:30 p.m.	Town Hall	1-3 hours	Although the PC is a separate governing body from Town Council, 3 members are appointed to also serve on the Commission at large.