



AGENDA
for the Board of Trustees
of the Town of Palisade, Colorado
120 W 8th Street (Community Center)
September 22, 2020

5:00 pm Work Session Regarding the 2021 Budget
6:00 pm Meeting w/ Limited In-Person Seating

I. WORK SESSION TO BEGIN AT 5:00 pm.

A. 2021 Town of Palisade Budget Discussion

II. REGULAR MEETING CALLED TO ORDER AT 6:00 pm.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. AGENDA ADOPTION

VI. ANNOUNCEMENTS

- A. Zoom Meeting Etiquette:** *In order to comply with Colorado Open Meeting Laws, the “chat” ability has been disabled for all participants on the Zoom platform we are using to conduct this meeting. Additionally, the video and audio have been disabled for all participants except for staff and Board members. If you wish to speak to the Board of Trustees during Public Comment or on a single Agenda Item, please log-in or call into the meeting early and advise the meeting Host of which topic you wish to speak on. Staff and Board members, please mute your microphone at all times unless you are speaking.*

VII. TOWN MANAGER REPORT

VIII. CONSENT AGENDA

The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board Members may ask that an item be removed from the Consent Agenda for individual consideration.

A. Expenditures

Approval of Bills from Various Town Funds – August 22, 2022 – September 16, 2020

B. Minutes

Minutes from August 25, 2020, Regular (Virtual) Board Meetings

C. Emergency Construction on Elberta Water Leak

IX. PUBLIC COMMENT

X. NEW BUSINESS

A. Tourism Advisory Board (TAB) Grant Opportunity

This item is to discuss whether or not to support the Tourism Advisory Board applying for a \$10,000.00 match grant for marketing the Town of Palisade.

1. Staff Presentation
2. Public Comment
3. Board Discussion

4. Decision - *Motion, Second and Rollcall Vote*

B. Ordinance No. 2020-11 entitled “An Ordinance Of The Board Of Trustees For The Town Of Palisade, Colorado, Adopting an Updated Truck Route For The Town Of Palisade.”

This Ordinance is to review and accept or reject an official truck route through Palisade.

1. Staff Presentation
2. Public Comment
3. Board Discussion
4. Decision - *Motion, Second and Rollcall Vote*

C. Proposed Fence Variance Waiver for Residents on 1st Street and Elberta Avenue

This item is to request approval of a variance for 6’ fence height located at three residences at 1st street and Elberta Avenue.

1. Staff Presentation
2. Public Comment
3. Board Discussion
4. Decision - *Motion, Second and Rollcall Vote*

D. Resolution No. 2020-21 entitled “A Resolution Of The Board Of Trustees Town Of Palisade, Colorado Approving The Final Plat For Cresthaven Acres Subdivision Filing 2.”

This Resolution is to review and approve or deny the final plat for Cresthaven Acres Subdivision Filing 2.

1. Staff Presentation
2. Applicant Presentation
3. Public Comment
4. Board Discussion
5. Applicant Closing Remarks
6. Decision - *Motion, Second and Rollcall Vote*

XI. PUBLIC HEARING

A. Pro 2019-24, An Application To Request Approval Of A Conditional Use Permit To Operate A Retail Marijuana Store Located At 3816 North River Road, Parcel # 2937-091-00-027, As Applied For By Drift 6, LLC

This public hearing will be the final decision regarding a Conditional Use Permit (CUP) application to operate a retail marijuana store at 3816 North River Road.

1. Staff Presentation
2. Applicant Presentation
3. Public Comment
4. Board Discussion
5. Applicant Closing Remarks
6. Decision - *Motion, Second and Rollcall Vote*

XII. OPEN DISCUSSION

This is a chance for the Board of Trustees to voice concerns, opportunities, or other topics of importance, not on the Agenda. Each Trustee will be held to a limit of three minutes apiece to speak.

XIII. COMMITTEE REPORTS

XIV. ADJOURNMENT



TOP Board of Trustees Regular Scheduled Virtual Meeting **Electronic Participation Instructions**

Due to the COVID-19 (coronavirus) social distancing mandates, the regular scheduled Board of Trustee meeting will be held through the meeting program Zoom w/ limited in-person seating.

Time: *call-in/log-in starts at 4:45 pm

Work Session: starts at 5:00 pm

Meeting: starts at 6:00 pm

To Join Zoom Meeting:

BY COMPUTER/SMARTPHONE: Click on <https://zoom.us/j/91529610109> and follow the instructions.

Participants from the audience will be able to speak during public comment. **There is a hand symbol to push that will allow the meeting moderator to see who wants to speak.** Please remember to state your name before speaking. The person has three minutes to speak. The line will be muted at the end of the three minutes. **If using a smartphone, you must download the app.**

***BY TELEPHONE:** Members of the public who wish to provide public comment on any specific agenda item or during general public comment must call the number provided below between 4:45 pm and 4:59 pm. During that time, the **moderator of the call will ask your name and the agenda item or if you wish to speak to an item not on the Agenda.** Once that information has been provided, your line will be muted. When it is time to talk during the meeting, the moderator will unmute the line, state the person's name who will be speaking. The person has three minutes to speak. The line will be muted at the end of the three minutes.

To participate, dial the following phone number: **1 (253) 215 8782**, then there will be a prompt to enter the meeting **ID Number 915 2961 0109**, and the User ID is the pound (#) sign.

BY ELECTRONIC MAIL: Members of the public may also provide public comment or comment on a specific agenda item by sending an email to kfrasier@townofpalisade.org. The email must be received by 4:00 pm on the day of the meeting. The **Town Clerk will read the email into the record during public comment or public comment for the agenda item.**

IN-PERSON: Members of the public wishing to appear in-person are welcome to attend. Seating will be limited to 30 people inside the venue. If you arrive after the maximum capacity is reached inside and wish to make a public comment either during the open Public Comment portion of the Agenda or on a specific agenda item, you may wait outside, and you will be called in during the appropriate time. **Please advise the person at the door of what agenda item you would like to speak on.**

Thank you for your participation in maintaining community health by following the social distancing regulations.



List of on-going long term projects:

<u>Capital Improvement Projects</u>	
<p>Master Sewer Plan Study Completed</p>	<p>Staff working with DOLA to acquire funding resources and options for the Design & Engineering for the consolidation as well as construction.</p> <p>TOP sent a letter to Clifton Sanitation requesting an interest in sewer consolidation.</p> <p>JUB will be presenting the Sewer Study to the Board June 23 work session before the Board meeting.</p> <p>DOLA has awarded TOP \$20,000 funding. Palisade has signed the contract, and the study has begun.</p>
<p>MPPO GRANT AWARD: \$912,000 Highway 6 between Main street and Iowa COVID 19 – CARES Act Funding</p>	<p>JUB Engineering Firm was selected to perform design/engineering for this project.</p> <p>TOP has been awarded the total grant with the match relief: \$912,000.00 for work on highway 6 – completed IGA and RFQ with CDOT – Town received 3 RFQ's for design and engineering work</p>
<p>TAP Grant Awarded: \$1 million dollars – Build sidewalks from Lincoln St to High School.</p>	<p>Committee selected Stolfus Engineering as Design Firm for the project.</p> <p>TOP awarded a \$1 million dollar grant for sidewalks from Lincoln to the high school on the south side of Highway 6</p> <p>Have hired and completed the ICE – Independent Contractor Estimate for design work required by grant</p> <p>Completing IGA with CDOT.</p>
<p>CARES Act Funding</p>	<p>Staff is listing expenses to town due to Covid19 - will be submitting for reimbursement</p>

A Stage at Veterans Memorial	Met with Chamberlin Architecture, who had plans of the building prior to the ADA ramp. Proposing a cost estimate for the project to design a stage at Veterans Memorial for future use.
Main Street – COVID19 Grant \$50,000 for Parklets on Main Street	Town awarded a grant for parklet construction – the project has begun. Genesis Architect firm is designing the parklets with staff and businesses.
Old High School	Discussion on possibilities
<u>Administration</u>	
Palisade Comprehensive Plan – DOLA Tier 1 Grant	Submitting Tier 1 Grant in October with a request for \$120,000



PALISADE BOARD OF TRUSTEES Staff Report

Meeting Date: September 22, 2020

Department: Police Department

Department Director: Chief Debra Funston

Another report provided to the Police Department comes from the Grand Junction Regional Communications Center. I thought it might also be beneficial to look at the types of calls the police department handles.

The first report is Monthly incident reports by agency. Our call volume is down 53% for the same month in 2019 and down 15% year to date from previous year. This is mostly due to Covid 19 reduction in festivals, tourism and people staying home. The police department also restricted contact with citizens to essential contacts or critical contacts, thus reducing the amount of calls we responded to or initiated. This was to protect citizens and protect first responders. This mainly reduced call volume on initiated calls. As you can see, this happened across the entire county.

Agencies	SAME MONTH 2019	CURRENT MONTH 2020	% Difference SAME MONTH LAST YR	Year to Date 2019	Year to Date 2020	% Difference Last Year
LAW ENFORCEMENT AGENCIES:						
Collbran Marshal's Office	32	27	-16%	194	228	18%
Colorado National Monument	55	54	-2%	304	414	36%
DeBeque Marshal's Office	70	94	34%	612	694	46%
Fruita Police Department	847	666	-21%	5871	5,836	-1%
Grand Junction Police Department	6,523	6,003	-8%	50,050	45,580	-9%
Mesa County Sheriff's Office	3,866	3,437	-11%	28,702	25,015	-13%
- Criminal Justice Services	46	13	-72%	233	162	-30%
Mesa County Valley School Dist. 51	11	8	-27%	63	58	-8%
Palisade Police Department	559	265	-53%	2481	2,118	-15%
VA Police Department	0	2	N/A	6	11	83%
Department of Human Services Security	4	3	-25%	4	3	-25%
Total Law Enforcement:	12,013	10,572	-12%	88,520	80,319	-9%
FIRE/EMS AGENCIES:						
Central Orchard Mesa Fire Department	18	11	-39%	132	107	-19%
Clifton Fire Department	361	357	-1%	2,581	2,522	-2%
DeBeque Fire Department	29	19	-34%	185	141	-24%
East Orchard Mesa Fire Department	8	7	-13%	47	47	0%
Gateway Fire Department	5	9	80%	53	60	13%
Glade Park Fire Department	6	11	83%	46	55	20%
Grand Junction Regional Airport	5	9	80%	43	19	-56%
Grand Junction Fire Department	1,473	1,526	4%	11,110	11,022	-1%
Lands End Fire Department	25	18	-28%	138	150	9%
Lower Valley Fire Department	189	209	11%	1,454	1,473	1%
Mesa County Fire Marshal	9	17	89%	52	102	96%
Palisade Fire Department	73	89	22%	596	627	5%
Plateau Valley Fire Department	24	27	13%	179	237	32%
St. Mary's CareFlight Transport	5	6	20%	59	40	-32%
Total Fire/EMS:	2,230	2,315	4%	16,675	16,602	0%
TOTAL	14,243	12,887	-10%	105,195	96,921	-8%

The second report provided by communications breaks down the types of calls we initiated and/or responded to in August. Many calls such as burglaries, assaults, thefts, verbal fights, DUI, suicides, abuse calls can tie up officers for several hours. Those types of calls pull officers off the road and if a person is arrested, that officer may be tied up at Mesa County Jail for a few hours. Also, important to note, some calls come out as one thing, such as a “harassment” and it turns into a domestic situation that can be very time consuming. 14 traffic citations were issued in August alongside multiple traffic warnings.

Your police department does a great job in handling citizen complaints, enforcing laws, arresting people when necessary and reducing criminal activity. We continue to strive to conduct ourselves in a manner that our community can be proud and feel safe through hard work, training and building relationships with our citizens.

Many call types are explanatory, however, some of the abbreviations to note are:

TS, Traffi, and Crash – Traffic Stop, Traffic related or a crash

BURG – burglary, VERB – verbal altercation,

Monthly Incident Report -Palisade Police Department - August 2020

Total Billable Incidents 265

Create Date.Calendar	August 2020
ORI	CO0390300
Canceled	No

Incident Number	Address Line 1	Date	Time 24 Hr	Call Type Description	Call Count
2020-00001881	W EIGHTH ST / IOWA AVE	2020-08-01	0	TS	1
2020-00001882	IOWA AVE, Apt.	2020-08-01	0	WELFARE	1
2020-00001883	IOWA AVE, Apt	2020-08-01	1	CRASH-CLOSEST C3	1
2020-00001884	W THIRD ST	2020-08-01	10	PROP	1
2020-00001885	G RD	2020-08-01	17	ALARMB	1
2020-00001886	G RD / 37 3/10 RD	2020-08-01	20	TRAFFI	1
2020-00001887	W FOURTH ST	2020-08-01	21	BURGI	1
2020-00001888	34 RD	2020-08-01	22	SARC	1
2020-00001889	S MAIN ST / W FOURTH ST	2020-08-02	0	TS	1
2020-00001890	N ELBERTA AVE	2020-08-02	1	CK	1
2020-00001891	E THIRD ST / S MAIN ST	2020-08-02	10	CK	1
2020-00001892	W THIRD ST	2020-08-02	11	PARK	1
2020-00001893	N ELBERTA AVE	2020-08-02	12	THEFT	1
2020-00001894	PEACH AVE, Apt. B	2020-08-02	16	ALARMB	1
2020-00001896	88080000000000 -108.35074	2020-08-02	18	SUSP	1
2020-00001897	N RIVER RD	2020-08-02	20	TRAFFI	1
2020-00001898	W EIGHTH ST	2020-08-03	1	TRAFFI	1
2020-00001899	S IOWA AVE	2020-08-03	1	HARAS	1
2020-00001900	W FIRST ST / ELBERTA AVE	2020-08-03	9	TRAFFI	1
2020-00001901	KLUGE AVE / W FOURTH ST	2020-08-03	11	TS	1
2020-00001902	W SIXTH ST	2020-08-03	13	CIVIL	1
2020-00001903	FRONT ST	2020-08-03	14	ASSTL	1
2020-00001904	W THIRD ST	2020-08-03	16	WELFARE	1

Incident Number	Address Line 1	Date	Time 24 Hr	Call Type Description	Call Count
2020-00001905	175 E THIRD ST	2020-08-03	18	PROP	1
2020-00001906	G RD	2020-08-03	20	ALARMB	1
2020-00001907	G RD	2020-08-03	21	TS	1
2020-00001910	E SECOND ST	2020-08-04	18	FOLLOW	1
2020-00001911	3945520001000 -108.3695	2020-08-04	20	ASSTL	1
2020-00001912	E FIRST ST / BOWER AVE	2020-08-04	20	TS	1
2020-00001913	ELBERTA AVE / MILLEMAN ST	2020-08-04	21	TS	1
2020-00001914	W EIGHTH ST	2020-08-04	21	BURGI	1
2020-00001915	IOWA AVE	2020-08-05	8	CIVIL	1
2020-00001916	DAVIS CIR	2020-08-05	11	SUSP	1
2020-00001917	E THIRD ST	2020-08-05	14	ASSTM	1
2020-00001918	W THIRD ST / KLUGE AVE	2020-08-05	15	VERB	1
2020-00001919	W SIXTH ST	2020-08-05	14	VIN	1
2020-00001920	W EIGHTH ST, Apt. 2	2020-08-05	18	FOLLOW	1
2020-00001921	G 7/10 RD	2020-08-05	23	PSYCH/SUICIDE-C2	1
2020-00001922	G RD	2020-08-06	0	TS	1
2020-00001923	W SIXTH ST	2020-08-06	10	VIN	1
2020-00001924	E THIRD ST	2020-08-06	10	VAND	1
2020-00001925	170000000 -108.3232	2020-08-06	12	ASSTL	1
2020-00001926	W SECOND ST	2020-08-06	21	ASSTF	1
2020-00001927	IOWA AVE, Apt	2020-08-06	22	PARTY	1
2020-00001928	BRENTWOOD DR	2020-08-06	23	SUSP	1
2020-00001929	RAPID CREEK RD	2020-08-07	8	EMS	1
2020-00001930	G RD	2020-08-07	12	HARAS	1
2020-00001931	ROSA ST	2020-08-07	18	FOLLOW	1
2020-00001932	175 E THIRD ST	2020-08-07	20	PROP	1
2020-00001933	284 460001000 -108.2587	2020-08-07	21	WELFARE	1
2020-00001934	S MAIN ST / E SECOND ST	2020-08-07	22	TS	1
2020-00001935	PENDLETON ST	2020-08-08	1	SUSP	1
2020-00001936	PENDLETON ST	2020-08-08	9	INTOX	1
2020-00001937	E FIRST ST / S MAIN ST	2020-08-08	8	ASSIST	1
2020-00001938	N RIVER RD	2020-08-08	14	REMOVE	1
2020-00001939	IOWA AVE	2020-08-08	14	SUSP	1
Incident Number	Address Line 1	Date	Time 24 Hr	Call Type Description	Call Count
2020-00001940	G RD	2020-08-08	16	ALARMB	1
2020-00001941	FRONT ST	2020-08-08	19	TS	1
2020-00001942	N RIVER RD / E SECOND ST	2020-08-08	19	TS	1
2020-00001943	FRONT ST	2020-08-08	19	TS	1
2020-00001944	W THIRD ST / KLUGE AVE	2020-08-08	19	TS	1
2020-00001945	W FIRST ST / SUNSET CIR	2020-08-08	19	TS	1
2020-00001946	1309 0001000 -108.3317	2020-08-08	20	TS	1
2020-00001947	4260001 -108.3002	2020-08-08	20	REDDI	1
2020-00001948	FRONT ST	2020-08-08	20	TS	1
2020-00001949	E SECOND ST / N RIVER RD	2020-08-08	20	TS	1
2020-00001950	N BOWER AVE / E FIRST ST	2020-08-08	20	TS	1
2020-00001951	BOWER AVE / E SECOND ST	2020-08-08	20	TS	1
2020-00001952	MOSS WAY / 37 3/10 RD	2020-08-08	21	TS	1
2020-00001953	F RD / HOLLAND ST	2020-08-08	21	TS	1
2020-00001954	F RD	2020-08-08	21	TS	1
2020-00001955	PATTERSON RD / 31 RD	2020-08-08	22	TS	1
2020-00001956	CLIFTON POST OFFICE	2020-08-08	23	TS	1
2020-00001957	SMALLWOOD LN / F RD	2020-08-08	23	EMS	1
2020-00001958	W EIGHTH ST	2020-08-08	23	SUSP	1
2020-00001959	PENDLETON ST	2020-08-08	23	TRESP	1
2020-00001960	170B / 32 RD	2020-08-09	0	DUI	1
2020-00001961	N BOWER AVE / E FIRST ST	2020-08-09	0	TS	1
2020-00001962	33 RD / F RD	2020-08-09	1	TS	1
2020-00001963	ELBERTA AVE / MILLEMAN ST	2020-08-09	2	TS	1
2020-00001964	ELBERTA AVE / W FIRST ST	2020-08-09	7	TRAFFI	1
2020-00001965	MOUNT LINCOLN ST / G RD	2020-08-09	12	TS	1
2020-00001966	170	2020-08-09	13	ASSIST	1
2020-00001967	PEACH AVE	2020-08-09	16	NOISE	1
2020-00001968	W THIRD ST	2020-08-09	18	CODE5	1
2020-00001969	N RIVER RD / E SECOND ST	2020-08-09	19	TS	1
2020-00001970	PENDLETON ST	2020-08-09	22	SUSP	1
2020-00001971	N RIVER RD	2020-08-10	11	LOCATE	1
2020-00001972	MILLEMAN ST	2020-08-10	12	INTOX	1

Incident Number	Address Line 1	Date	Time 24 Hr	Call Type Description	Call Count
2020-00001973	FRONT ST / 35 RD	2020-08-10	15	REDDI	1
2020-00001974	W FIRST ST	2020-08-10	16	FRAUD	1
2020-00001975	N EIGHTH ST, Apt.	2020-08-10	17	CRASH	1
2020-00001976	PEACH AVE, Apt.	2020-08-10	19	ALARMB	1
2020-00001977	HWY 6 AND 24	2020-08-10	20	CRASH-CLOSEST C3	1
2020-00001978	E THIRD ST	2020-08-11	0	PSYCH/SUICIDE-MINOR	1
2020-00001979	BRENTWOOD DR	2020-08-11	7	ALARMB	1
2020-00001981	W FIFTH ST	2020-08-11	9	ALARMB	1
2020-00001982	175 E THIRD ST	2020-08-11	11	FRAUD	1
2020-00001983	LINCOLN AVE	2020-08-11	12	EMS	1
2020-00001984	PENDLETON ST	2020-08-11	15	SUSP	1
2020-00001985	HERITAGE LN	2020-08-11	14	ABUSE	1
2020-00001986	E THIRD ST, Apt.	2020-08-11	17	PSYCH/SUICIDE-MINOR	1
2020-00001988	BRENTWOOD DR	2020-08-11	23	SUSP	1
2020-00001989	G RD, Apt.	2020-08-12	9	CRASH	1
2020-00001990	ROSA ST	2020-08-12	17	FOLLOW	1
2020-00001991	E THIRD ST, Apt	2020-08-12	17	ABUSE	1
2020-00001992	W EIGHTH ST	2020-08-12	19	VAND	1
2020-00001993	N ELBERTA AVE	2020-08-13	0	CK	1
2020-00001994	W EIGHTH ST	2020-08-13	0	CK	1
2020-00001995	W EIGHTH ST / KLUGE AVE	2020-08-13	0	SUSP	1
2020-00001996	IOWA AVE, Apt.	2020-08-13	2	INTOX	1
2020-00001997	HWY 6 AND 50	2020-08-13	10	FOLLOW	1
2020-00001998	W EIGHTH ST	2020-08-13	15	THRETI	1
2020-00001999	HERITAGE LN	2020-08-13	18	FOLLOW	1
2020-00002000	PENDLETON ST	2020-08-13	22	SUSP	1
2020-00002001	G RD	2020-08-13	23	CK	1
2020-00002002	VINEYARD AVE	2020-08-14	0	SUSP	1
2020-00002003	ROSA ST	2020-08-14	9	FOLLOW	1
2020-00002004	IOWA AVE, Apt. 3	2020-08-13	15	CIVIL	1
2020-00002005	W FIRST ST / ELBERTA AVE	2020-08-14	17	TS	1
2020-00002006	G RD	2020-08-14	18	DUI	1
2020-00002007	BRENTWOOD DR, Apt. 8	2020-08-14	18	VAND	1

Incident Number	Address Line 1	Date	Time 24 Hr	Call Type Description	Call Count
2020-00002008	PEACH AVE	2020-08-14	19	NOISE	1
2020-00002009	PEACH AVE	2020-08-14	20	NOISE	1
2020-00002010	W FOURTH ST, Apt	2020-08-14	23	INTOX	1
2020-00002011	W FOURTH ST	2020-08-15	2	FOLLOW	1
2020-00002012	BOWER AVE / E SECOND ST	2020-08-15	8	TS	1
2020-00002013	ROSA ST	2020-08-15	10	WELFARE	1
2020-00002014	37 1/4 RD	2020-08-15	17	INTOX	1
2020-00002015	HERITAGE LN, Apt.	2020-08-15	17	ASSTM	1
2020-00002016	KLUGE AVE	2020-08-15	19	VERB	1
2020-00002017	W THIRD ST, Apt.	2020-08-15	19	TS	1
2020-00002019	175 E THIRD ST	2020-08-15	20	TS	1
2020-00002020	PEACH AVE	2020-08-15	20	TS	1
2020-00002021	W THIRD ST	2020-08-15	21	TS	1
2020-00002022	1/8 RD / E RD	2020-08-15	21	FIGHT	1
2020-00002023	G RD	2020-08-15	21	ALARMB	1
2020-00002024	33 RD / E RD	2020-08-15	22	TS	1
2020-00002025	32 1/2 RD / D 1/4 RD	2020-08-15	22	TS	1
2020-00002026	E RD / FOX RUN	2020-08-15	22	TS	1
2020-00002027	29 RD	2020-08-15	22	TS	1
2020-00002028	ELBERTA AVE / W EIGHTH ST	2020-08-15	23	TS	1
2020-00002029	MAIN ST	2020-08-16	1	EMS	1
2020-00002030	F RD / FRONT ST	2020-08-16	1	TS	1
2020-00002031	BROWNIE CIR, Apt.	2020-08-16	1	SHOOT	1
2020-00002032	W 3RD ST	2020-08-16	2	FIGHT	1
2020-00002033	E THIRD ST / S MAIN ST	2020-08-16	7	PARK	1
2020-00002034	N ELBERTA AVE	2020-08-16	12	THEFT	1
2020-00002035	N RIVER RD	2020-08-16	14	INTOX	1
2020-00002036	175 E THIRD ST	2020-08-16	16	ASSIST	1
2020-00002037	W FIRST ST / ELBERTA AVE	2020-08-16	19	TS	1
2020-00002038	N RIVER RD	2020-08-16	23	PARK	1
2020-00002039	W THIRD ST, Apt.	2020-08-17	1	SUSP	1
2020-00002040	G RD	2020-08-16	15	JUVIE	1
2020-00002041	BRENTWOOD DR, Apt.	2020-08-17	7	HARASI	1

Incident Number	Address Line 1	Date	Time 24 Hr	Call Type Description	Call Count
2020-00002042	G RD	2020-08-17	13	CODE6	1
2020-00002043	G RD	2020-08-17	14	ASSTM	1
2020-00002044	G RD	2020-08-17	14	CK	1
2020-00002045	33 RD / LAUREL LN	2020-08-17	18	TRAFFI	1
2020-00002046	W FIRST ST / SUNSET CIR	2020-08-17	19	TS	1
2020-00002047	W EIGHTH ST	2020-08-17	21	TRESP	1
2020-00002048	IOWA AVE, Apt.	2020-08-18	9	REST	1
2020-00002049	LOGAN ST	2020-08-18	12	VAND	1
2020-00002050	PENDLETON ST	2020-08-18	14	EMS	1
2020-00002051	G RD	2020-08-18	14	SUICI	1
2020-00002052	G RD	2020-08-18	14	VIN	1
2020-00002053	PENDLETON ST	2020-08-18	15	FOLLOW	1
2020-00002054	PENDLETON ST	2020-08-18	17	FOLLOW	1
2020-00002055	PENDLETON ST	2020-08-18	18	FOLLOW	1
2020-00002056	LOGAN ST	2020-08-19	9	VAND	1
2020-00002057	G RD	2020-08-19	12	SEIZURE-C3	1
2020-00002058	MAIN ST	2020-08-19	16	THEFT	1
2020-00002059	PENDLETON ST	2020-08-19	21	SUSP	1
2020-00002060	PENDLETON ST	2020-08-19	21	SUSP	1
2020-00002061	W EIGHTH ST	2020-08-20	1	EMS	1
2020-00002062	MILLEMAN ST	2020-08-20	8	VERB	1
2020-00002063	N BOWER AVE, Apt.	2020-08-20	10	VIN	1
2020-00002064	G RD	2020-08-20	12	TRESP	1
2020-00002065	N RIVER RD / E SECOND ST	2020-08-20	17	TS	1
2020-00002066	N RIVER RD	2020-08-20	18	TS	1
2020-00002067	N RIVER RD / E SECOND ST	2020-08-20	18	TS	1
2020-00002068	HERITAGE LN, Apt.	2020-08-20	19	EMS	1
2020-00002069	ROSA ST	2020-08-20	20	SUSP	1
2020-00002070	135 3/10 RD	2020-08-20	21	RSTRUC	1
2020-00002071	BACON CT, Apt.	2020-08-20	22	VERB	1
2020-00002072	W EIGHTH ST / S MAIN ST	2020-08-21	8	TS	1
2020-00002073	W FIFTH ST	2020-08-21	9	REST	1
2020-00002074	G RD	2020-08-21	11	ASSTM	1

Incident Number	Address Line 1	Date	Time 24 Hr	Call Type Description	Call Count
2020-00002075	G RD	2020-08-21	12	REST	1
2020-00002076	S IOWA AVE	2020-08-21	13	HARASI	1
2020-00002077	N BOWER AVE, Apt.	2020-08-21	16	JUVIE	1
2020-00002078	N RIVER RD	2020-08-21	18	TS	1
2020-00002079	N ELBERTA AVE	2020-08-21	22	FOLLOW	1
2020-00002080	ROSA ST	2020-08-21	13	VIN	1
2020-00002081	IOWA AVE	2020-08-22	11	FOLLOW	1
2020-00002082	W EIGHTH ST / S MAIN ST	2020-08-22	15	CRASH	1
2020-00002083	N ELBERTA AVE	2020-08-22	16	FOLLOW	1
2020-00002084	PENDLETON ST	2020-08-22	18	LOITER	1
2020-00002085	PENDLETON ST	2020-08-22	19	FOLLOW	1
2020-00002086	39 RD	2020-08-22	19	WELFARE	1
2020-00002087	E FOURTH ST	2020-08-22	21	ANIMAL	1
2020-00002088	E FOURTH ST	2020-08-22	22	FOLLOW	1
2020-00002089	BRENTWOOD DR	2020-08-22	23	SUSP	1
2020-00002090	W EIGHTH ST / S MAIN ST	2020-08-23	11	FOLLOW	1
2020-00002091	W EIGHTH ST / S MAIN ST	2020-08-23	12	FOLLOW	1
2020-00002092	IOWA AVE, Apt.	2020-08-23	15	REST	1
2020-00002093	N BOWER AVE	2020-08-23	21	TS	1
2020-00002095	G RD / ELBERTA AVE	2020-08-24	9	REDDI	1
2020-00002096	G RD	2020-08-24	13	ANIMAL	1
2020-00002097	W FIFTH ST	2020-08-24	13	PROP	1
2020-00002098	W EIGHTH ST / S MAIN ST	2020-08-24	13	FOLLOW	1
2020-00002099	G RD	2020-08-24	14	ANIMAL	1
2020-00002100	W EIGHTH ST / S MAIN ST	2020-08-24	17	FOLLOW	1
2020-00002101	W FIRST ST / SUNSET CIR	2020-08-24	18	TS	1
2020-00002102	W EIGHTH ST, Apt.	2020-08-25	0	SUSP	1
2020-00002103	W FIFTH ST	2020-08-25	6	ANIMAL	1
2020-00002104	G RD	2020-08-25	9	CK	1
2020-00002105	E THIRD ST / S MAIN ST	2020-08-25	11	PARK	1
2020-00002106	G RD	2020-08-25	11	CK	1
2020-00002107	G RD	2020-08-25	12	ASSTM	1
2020-00002108	W FIFTH ST	2020-08-25	12	REST	1

Incident Number	Address Line 1	Date	Time 24 Hr	Call Type Description	Call Count
2020-00002109	W EIGHTH ST	2020-08-25	15	INFO	1
2020-00002110	ROSA ST	2020-08-25	19	CODE9	1
2020-00002111	E SECOND ST / S MAIN ST	2020-08-26	1	EMS	1
2020-00002112	175 E THIRD ST	2020-08-26	10	CIVIL	1
2020-00002113	W EIGHTH ST	2020-08-26	20	SUSP	1
2020-00002114	S MAIN ST, Apt.	2020-08-26	21	INTOX	1
2020-00002115	IOWA AVE	2020-08-27	7	HARAS	1
2020-00002116	IOWA AVE, Apt.	2020-08-27	10	WELFARE	1
2020-00002117	G RD	2020-08-27	12	JUVIE	1
2020-00002118	IOWA AVE, Apt.	2020-08-27	12	CIVIL	1
2020-00002119	DAVIS CIR	2020-08-27	14	FOLLOW	1
2020-00002120	GRANADA DR	2020-08-28	0	HARAS	1
2020-00002121	ELBERTA AVE / W FIRST ST	2020-08-28	9	TS	1
2020-00002122	GRANADA DR	2020-08-28	9	FOLLOW	1
2020-00002123	175 E THIRD ST	2020-08-28	10	PS	1
2020-00002124	.10910 0000 0000 -108.3603	2020-08-28	13	TRAFFI	1
2020-00002125	W THIRD ST	2020-08-28	13	RECOV	1
2020-00002126	HERITAGE LN, Apt.	2020-08-28	13	DEATH	1
2020-00002127	ELBERTA AVE / W FIRST ST	2020-08-28	17	TS	1
2020-00002128	N RIVER RD / E SECOND ST	2020-08-28	19	TS	1
2020-00002129	W THIRD ST	2020-08-28	19	FOLLOW	1
2020-00002130	W EIGHTH ST	2020-08-28	19	DRUG	1
2020-00002131	IOWA AVE	2020-08-28	19	NOISE	1
2020-00002132	PENDLETON ST	2020-08-28	21	SUSP	1
2020-00002133	PENDLETON ST	2020-08-29	1	SUSP	1
2020-00002134	N RIVER RD, Apt.	2020-08-29	2	HARAS	1
2020-00002135	W FIFTH ST	2020-08-29	7	ANIMAL	1
2020-00002136	F RD	2020-08-29	13	REMOVE	1
2020-00002137	M 3/4 RD	2020-08-29	10	EMS	1
2020-00002138	1170B	2020-08-29	15	VANDI	1
2020-00002139	F RD / 1ST ST	2020-08-29	16	REDDI	1
2020-00002140	.1 . . .0000000000 -108.2809	2020-08-29	17	CRASH-CLOSEST C3	1
2020-00002141	FRONT ST, Apt.	2020-08-30	12	VERB	1
Incident Number	Address Line 1	Date	Time 24 Hr	Call Type Description	Call Count
2020-00002142	.10 . .3630000000 -108.3548	2020-08-30	14	TRAFFI	1
2020-00002143	.119. .00000000 -108.3195	2020-08-30	14	ASSIST	1
2020-00002144	N RIVER RD	2020-08-30	16	PARK	1
2020-00002145	.111. .00000000000 -1 . .09	2020-08-30	19	TRESPI	1
2020-00002146	GRANADA DR / BRENTWOOD DR	2020-08-30	19	NOISE	1
2020-00002147	IOWA AVE, Apt. 2	2020-08-30	23	REMOVE	1
2020-00002148	G RD	2020-08-30	21	INFO	1
2020-00002149	FRONT ST / 36 RD	2020-08-31	8	TRAFFI	1
2020-00002150	WILLIAM CT	2020-08-31	12	CODE9	1
2020-00002151	175 E THIRD ST	2020-08-31	15	FOLLOW	1
2020-00002152	S MAIN ST	2020-08-31	15	PS	1



PALISADE BOARD OF TRUSTEES Staff Report

Meeting Date: September 22, 2020

Department: Utilities

Director: Matt Lemon

Water (Treatment and Distribution):

- West fence line of Cabin Reservoir repaired to keep cows out.
 - Town staff set new poles and stretched 4 strands of barbwire. A small section is designed as a laydown fence to accommodate wildlife when domestic cattle are not on the range. Fence repair will continue as time allows along the North perimeter of the reservoir.



- Staff has been using backhoe to repair the roads and clearing brush from the sides. There has been more activity on the roads in the watershed with Plunge construction and last falls 960 pipeline repair. We did not do road repairs in 2019.

Sewer (Collection and Treatment):

- We performed our yearly inspection of the wastewater diffuser in the river. A large boulder was impeding flow from first duckbill. Once boulder was removed, dye was

introduced into the effluent stream from the outfall of the contact chamber. Inspection looked good!

- ACS sewer cleaned approximately 6300 liner feet of sewer line. Most of the lines are considered “Annuals”. Lines with known issues from root intrusion or low belly sections.

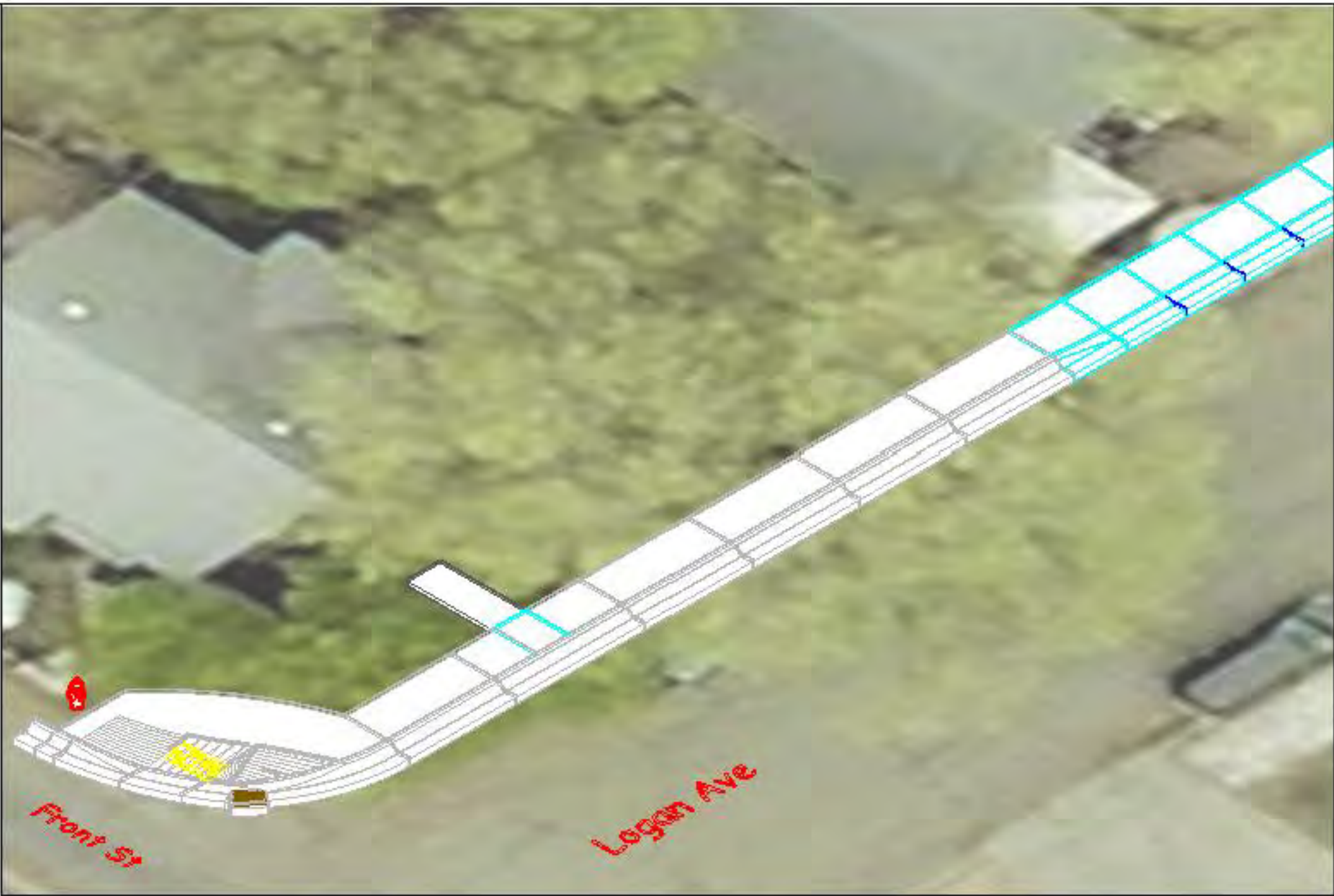
Streets Sidewalk and Signage:

- Radar signs are installed and functioning properly- We have added a traditional speed limit sign above the display to inform drivers of posted speed.
- Way Finding sign along Hwy 6 was installed after finding base attachment hardware from manufacture and not local sign company.
- Leaf pick up is tentatively scheduled to start Monday October 19.
- Approximately 950 Liner feet of sidewalk installed along Logan Ave. from alley between 4th and 5th street to Front street. Most of the sidewalk is attached to Peach bowl park.
 - Storm drain improvements on both corners North of Fifth.
 - Streetlight relocation.
 - 6-foot path along Peach Bowl Park with improved entrance to the park.
 - See picture at end of Report.

Plunge:

- Places to get information:
 - Facebook:** Palisade Plunge
 - Compmba:** <https://www.copmba.org/power-the-plunge>





Logan Ave from W 4th to W 8th
Sidewalk Retrofit
Selected Views

Date: 09/18/2020

Scale: NTS



Information, data, and drawings embodied in this document are strictly confidential and are supplied on the understanding that they will be held confidentially and not disclosed to third parties without the prior written consent of The Town of Palisade, Colorado.

DWG No.
TOP100207
Rev.



**Town of Palisade, Colorado
MINUTES
PLANNING COMMISSION
September 15th, 2020**

1. CALL TO ORDER

Chairman Parker explained how the ZOOM meeting platform will work. Chairman Parker called the regular meeting of the Palisade Planning Commission to order at 6:00 pm.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present were: Chairman Parker, Commissioners; Charlotte Wheeler, Stan Harbaugh, David Hull, Penny Prinster, Andy Hamilton and Chris Curry. Also, in attendance were Town Administrator, Janet Hawkinson, Community Development; Director Allyson Shellhorn, Town Clerk, Keli Frasier, and Planning Technician; Lydia Reynolds. A quorum was declared.

Also in attendance was Drew Gottlieb, Attorney for the applicants, Drift 6 LLC.

4. APPROVAL OF AGENDA

Motion #1 by Commissioner Prinster, seconded by Commissioner Harbaugh, to approve the Agenda as presented.

A voice vote was requested, and the motion carried unanimously.

5. APPROVAL OF MINUTES

Motion #2 by Commissioner Prinster, to approve the minutes, seconded by Commissioner Wheeler to approve the Minutes from the August 4th, 2020 Planning Commission meeting.

A voice vote was requested, and the motion carried unanimously.

6. ANNOUNCEMENTS

Janet Hawkinson announced that the Board of Trustees will be having budget work sessions on Tuesdays at 5:00pm moving forward through Budget season.

- 1) Main Street Grant Award

Ms. Hawkinson announced that the Town was awarded a Main Street Grant of \$50,000. This grant, along with money from the CARES act will allow the Town to construct parklets in the downtown area. These parklets will be designed to be year-round and it is hoped that they will be constructed over the next 3 months.

Ms. Hawkinson reported that Phase one of the Palisade Plunge is just about finished and Phase 2 is on target to be completed by next spring/summer.

The Town also was awarded a million dollar grant to improve Highway 6 with bike lanes and sidewalks. The design process with CDOT has begun and it is anticipated that construction could start the week after next year's WineFest. There was another million dollar grant the Town received to construct sidewalks from Iowa to the High School. Construction should begin fall of 2021 or spring of 2022. The Town is also replacing a sewer line at Bower and other sidewalk projects. Work at Riverbend park continues. The Town sold Colorado Water Trust 118 acre feet of water that they had requested. The Board of Trustees approved a playground update at Riverbend Park that will be done in the next two months. Ms. Hawkinson stated that the Board of Trustees has invited everyone to the Food Bank on Oct. 3 at 9:00 to become familiar with some of the truck route issues.

7. PUBLIC COMMENT

None

8. PUBLIC HEARINGS

PRO-2019-24 An application to request approval of a Conditional Use Permit to operate a retail marijuana store located at 3816 North River Road, Parcel # 2937-091-00-027, as applied for by DRIFT 6 LLC.

STAFF PRESENTATION

Allyson Shellhorn, Community Development Director, explained that the applicant is applying for a Conditional Use Permit to operate a recreational marijuana retail dispensary at 3816 North River Rd. Ms. Shellhorn gave a brief background of the previous approval to allow up to 3 retail marijuana stores. Ms. Shellhorn then explained the CUP process and gave a brief overview of the Retail Marijuana store Use Standards that are in the Land Use Code. Ms. Shellhorn displayed a slide with a point of clarification:

"The Marijuana License and the associated requirements are a separate process from the Land Use application present this evening. All Marijuana License requirements shall be addressed as a separate process for the land use process."

Ms. Shellhorn displayed an Ariel photo of the site displaying the proposed location, a site plan, and a landscaping plan.

Ms. Shellhorn displayed a slide that contained proposed conditions that the Planning Commission could consider for the conditional use recommendation.

APPLICANT PRESENTATION

Drew Gottlieb, Attorney for the applicant, DRIFT 6 LLC that is owned by 2 individuals. Mr. Gottlieb explained that the applicant has completed complex architectural, landscaping and engineering and has had extensive review agency communications since December, 2019. The

applicant has also commissioned a traffic impact study for the site that was also reviewed by the Town of Palisade. Mr. Gottlieb noted that the current gravel parking lot will be improved to have well defined ingress and egress and parking spots over what is required.

Mr. Gottlieb stated he would like to address the letters of opposition and comments that were received. Most of the letters seemed to focus on 1) traffic and safety along North River Rd., 2) parking, 3) retail marijuana stores in general, 4) current operations of other marijuana stores in town, and 5) allegations of non-residency of the applicant.

- 1) Regarding traffic and safety Mr. Gottlieb, noted that the applicant will take steps to elevate any concerns.
- 2) Mr. Gottlieb stated that there will be more parking than is required by the Town. Mr. Gottlieb added that the configuration of parking provided does not require people to back in or out onto North River Rd. In addition, there are plans for the Town to widen North River Rd. with a 4ft shoulder in the future.
- 3) Mr. Gottlieb did not feel this was the proper setting for discussion of retail marijuana stores in general as the Town has approved limited retail marijuana stores in 2016.
- 4) Mr. Gottlieb did not feel the current applicant should be held accountable to comments regarding other marijuana stores when they are not knowledgeable of their operations or have control over other stores.
- 5) Mr. Gottlieb noted that while the applicant's residency is not subject to review for the purpose of the CUP, the criteria was that at least one applicant with 51% ownership has been a Palisade resident for at least one year prior to the date of the application. Mr. Gottlieb explained that Zack Adair, one of the applicants who has 51% ownership, has been a resident of Palisade since 2004. Mr. Adair currently maintains two residences as he recently works in Denver, returning to Palisade often and is awaiting the outcome of this proposal to work in the Palisade store. Mr. Adair is available to answer questions regarding his residency when the licensing portion of this application under review.

Mr. Gottlieb gave an overview of the property location noting neighborhood zoning and businesses. Mr. Gottlieb displayed the landscaping plan and pointed out the improvements that will be made to the property. Mr. Gottlieb stated that there were only 7 parking spots required, however, they are providing 16. The parking lot plan is to create a defined entrance and exit that does not exist now.

Mr. Gottlieb displayed a floor plan noting there will be significant building security.

Mr. Gottlieb addressed how the Factors of Approved Use that was in the staff report. Mr. Gottlieb proposed that the safety of the property and surrounding area will actually increase due to the extensive and complex security and surveillance that will be installed. The surveillance is in real time and recorded and could be made available to law enforcement if needed. The building is sufficiently set back and access improvements and increased parking will enhance the property. The applicant's location is compliant with the Town's zoning and retail marijuana's policies.

Mr. Gottlieb presented a two-page letter from the engineers that examined drainage and the development will not impact the area negatively. Mr. Gottlieb presented a letter of support from the owner of the building where the store is proposed.

PUBLIC COMMENT

Sawyer Lincoln, 129 E 4th
(name inaudible) 145 E 5th St.
John Doherty, 603 W 1st St.
Winslow Robinson, 164 E 3rd.
Karen Bishop, 3847 North River Rd.
Caleb Hicks, 315 Troyer
Patricia Hanna, 237 Bower
Tammy Tallant, 3819 North River Rd.
Churchil Saleto ? (inaudible) G Rd.
Kelly ? (inaudible) Troyer
Gary Miller, 347 Troyer
Shawn Tyler, 3819 North River Rd.
Jan Miller, 347 Troyer
Curtis Lincoln 129 E 4th
Tim Wedel, 3815 N River Rd.
Rick Fox, 211 W 7th
Bill McDonald, 311 Troyer
Rondo Buechler, 239 K Rd, Mesa255 E 2nd

The above mentioned citizens made comments that included concerns about the need for improvements to North River Rd. and the impact that the applicant's business will have on traffic. Other concerns expressed included that the residents that live along North River Rd. will be impacted by illegal parking, lighting, trespassing, littering and added traffic. Business owners along North River Rd. expressed concerns about illegal parking and security. One citizen expressed concern that the applicant was not a resident. Concerns about existing and future bicycle and pedestrian safety, due to the development of the Palisade Plunge Trail, and increased tourism were expressed. Although the majority of the citizens who spoke stated they were not against another Marijuana Store per se, they were concerned about the location. A few citizens expressed that they don't think Marijuana Stores, in general, are a good thing.

COMMISSIONER DISCUSSION

Commissioner Hull asked where the Mesa County portion of North River Rd. ends and the Palisade portion begins. Discussion continued to explain the flagpole annexation of Basecamp and where the jurisdictions for the road maintenance divide.

Commission Prinster expressed concerns that the police are not visible around town. Commissioner Prinster stated she is aware of the traffic and parking issues on North River Rd. near Happy Camper and Basecamp. Commissioner Prinster noted that the draw for the Marijuana stores took place on October 11th, 2017, and there were 4 selected in the "local" draw that had to have lived in Palisade for the past year. Jesse and Desa Loughman (Weedery) were given a license because they qualified and had an existing medical license. In addition, there was a draw

of 4 more that were not based on residency, however, they had to operate their shop at the location they put in their application and the financial partners could not change. Commission Prinster noted that Drift 6 LLC was not allowed to change their location from what it was in the application.

Commissioner Harbaugh noted that the 3 shops are not a requirement but a maximum. Commissioner Harbaugh explained that the applicant has completed all the requirements. Regarding the traffic study that was conducted, Commissioner Harbaugh stated that it was done legally and statically but did not take semi-trucks and large RVs into account or it would have concluded that there is a problem. Most roads the size of North River Road do not have large RVs, semi-trucks and bicyclists. With the Plunge Trail coming, we can anticipate more bicyclists.

Commissioner Wheeler agreed with Commissioner Harbaugh on his comments. Chairman Parker stated that although there were names drawn to apply, Palisade is not compelled to allow the maximum number of shops. Chairman Parker noted that he had visited Tammy Tallant's business on North River Rd and at 5:00 pm was making a left turn to exit and it was not easy, and predicted it is only going to get worse. Similarly, he sees people utilizing the product as they travel past his house on the way to Riverbend Park. Commissioner Hamilton stated he was heading home on North River Rd. and was waved to go around a pedicab and was not comfortable to go around due to his concern for safety. Commission Hamilton explained that although the applicant did nothing wrong, he cannot support the application due to safety concerns on North River Rd.

APPLICANTS CLOSING REMARKS

Mr. Golliieb asked the Commission not to blame the applicant for the Town's historical shortcomings in dealing with the traffic issue on North River Rd. Mr. Golliieb noted that the applicant has been bound to the location since the lottery draw in 2017. The applicant had requested to change the location and was not allowed, so they did everything that was asked to comply with the review process. Mr. Golliieb noted that if the applicant had been given a condition that they relocate after a period of time, they would have been more than happy to comply. Mr. Golliieb asked the Commission to work with the applicant and recognize that a dispensary to the west of Happy Camper may alleviate some of that traffic that travels farther down the road to the Happy Camper.

Commissioner Wheeler asked the applicant a question that was inaudible.

Motion #3 by Commissioner Prinster, seconded by Commissioner Harbaugh, to deny a recommendation to the Board for *PRO-2019-24 An application to request approval of a Conditional Use Permit to operate a retail marijuana store located at 3816 North River Road, Parcel # 2937-091-00-027, as applied for by DRIFT 6 LLC. For traffic concerns and for the safety of those living on North River Rd*

Commissioner Harbaugh thought the Town should be addressing the traffic issues regardless of this application and there is the possibility that a second shop to the west may actually reduce some of the traffic currently traveling farther down the road to the other Dispensary. Commission Harbaugh stated he was having an issue with considering denial when the applicant has not caused these issues.

Chairman Parker noted that the Planning Commission will make a recommendation, however the Board of Trustees will approve or deny the application.

A roll call vote was requested.

YES: Chairman Parker, Commissioners: Hamilton, Prinster, Curry and Wheeler

NO: Harbaugh, Hull

ABSENT: none

The motion passed 5-2

9. NEW BUSINESS

Ms. Hawkinson confirmed that she has heard that there are some things the Town can work on with the Road. Ms. Hawkinson clarified that cars are not allowed to park on North River Rd and the Town will address those. The Town has had new infrastructure added as it grows. Initial work is being done on the Highway 6 project, and that Town staff has brought in 2.6 million dollars in grants.

10. ADJOURNMENT

Chairman Parker adjourned the meeting at 8:04 p.m.

X

Riley Parker
Planning Commission Chairman

ATTEST:

X

Lydia Reynolds
Planning Technician



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P.O. Box 128
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EXPENDITURES - APPROVAL BY DEPT

Council Meeting Date – September 22, 2020

Date Range of Payables – 09/03/20 – 09/16/20

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 09/03/2020-09/16/2020

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AFLAC INSURANCE	PR0905200	AFLAC After-Tax Pay Period: 9/5/	09/10/2020	55.80	.00		
AFLAC INSURANCE	PR0905200	AFLAC Pre-tax Pay Period: 9/5/2	09/10/2020	281.10	.00		
COLORADO DEPT OF REVENUE	PR0905200	State Withholding Tax Pay Period	09/10/2020	2,613.00	.00		
FICA/MED/ P/R TAXES	PR0905202	Federal Withholding Tax Pay Peri	09/10/2020	7,086.05	.00		
FICA/MED/ P/R TAXES	PR0905202	Social Security Pay Period: 9/5/2	09/10/2020	3,248.96	.00		
FICA/MED/ P/R TAXES	PR0905202	Social Security Pay Period: 9/5/2	09/10/2020	3,248.96	.00		
FICA/MED/ P/R TAXES	PR0905202	Medicare Pay Period: 9/5/2020	09/10/2020	1,126.66	.00		
FICA/MED/ P/R TAXES	PR0905202	Medicare Pay Period: 9/5/2020	09/10/2020	1,126.66	.00		
FIRE AND POLICE PENSION	PR0905200	FPPA Fire DD Pay Period: 9/5/20	09/10/2020	129.67	.00		
FIRE AND POLICE PENSION	PR0905200	FPPA 457 Pay Period: 9/5/2020	09/10/2020	50.00	.00		
FIRE AND POLICE PENSION	PR0905200	Police Pension Pay Period: 9/5/2	09/10/2020	2,084.02	.00		
FIRE AND POLICE PENSION	PR0905200	Police Pension Pay Period: 9/5/2	09/10/2020	1,515.65	.00		
FIRE AND POLICE PENSION	PR0905200	Fire Pension Pay Period: 9/5/202	09/10/2020	509.41	.00		
FIRE AND POLICE PENSION	PR0905200	Fire Pension Pay Period: 9/5/202	09/10/2020	370.48	.00		
FIRE AND POLICE PENSION	PR0905200	FPPA Police DD Pay Period: 9/5/	09/10/2020	530.49	.00		
ICMA TRST 401 - 107074	PR0905200	ICMA 401K Pay Period: 9/5/2020	09/10/2020	1,880.15	.00		
ICMA TRST 401 - 107074	PR0905200	ICMA 401K Pay Period: 9/5/2020	09/10/2020	1,880.15	.00		
ICMA TRST 457 - 304721	PR0905200	ICMA 457 Pay Period: 9/5/2020	09/10/2020	100.00	.00		
FAMILY SUPPORT REGISTRY	PR0905201	FIPS 056888833 Garnishment P	09/10/2020	342.08	342.08	09/14/2020	
CIGNA HEALTHCARE	PR0905201	Health and Dental Insurance Cig	09/10/2020	74.88	.00		
CIGNA HEALTHCARE	PR0905201	Health and Dental Insurance Cig	09/10/2020	77.47	.00		
CIGNA HEALTHCARE	PR0905201	Health and Dental Insurance Cig	09/10/2020	49.95	.00		
CIGNA HEALTHCARE	PR0905201	Health and Dental Insurance Cig	09/10/2020	190.72	.00		
CIGNA HEALTHCARE	PR0905201	Health and Dental Insurance Cig	09/10/2020	67.17	.00		
CIGNA HEALTHCARE	PR0905201	Health and Dental Insurance Cig	09/10/2020	101.69	.00		
CIGNA HEALTHCARE	PR0905201	Health and Dental Insurance Cig	09/10/2020	72.22	.00		
ANTHEM BLUE CROSS AND BL	PR0905201	Vision Insurance Vision Employee	09/10/2020	24.66	.00		
ANTHEM BLUE CROSS AND BL	PR0905201	Vision Insurance Vision Employee	09/10/2020	17.74	.00		
ANTHEM BLUE CROSS AND BL	PR0905201	Vision Insurance Vision Employee	09/10/2020	11.48	.00		
ANTHEM BLUE CROSS AND BL	PR0905201	Vision Insurance Vision Employee	09/10/2020	54.66	.00		
Total :				28,921.93	342.08		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
ADMINISTRATION							
FRASIER, KELI	PHONE EXP M	CELL PHONE REIMBURSEMENT	08/31/2020	200.00	200.00	09/14/2020	
LINCOLN NATIONAL	AUG 2020	Life Insurance - Admin	08/01/2020	27.75	.00		
LINCOLN NATIONAL	JUL 2020	Life Insurance - Admin	07/01/2020	27.75	.00		
LINCOLN NATIONAL	SEP 2020	Life Insurance - Admin	09/01/2020	27.75	.00		
OFFICE DEPOT	119864635001	OFFICE SUPPLY - ADMIN	08/27/2020	113.78	113.78	09/14/2020	
OFFICE DEPOT	119866065001	OFFICE SUPPLY - ADMIN	08/27/2020	13.99	13.99	09/14/2020	
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	295.05	295.05	08/31/2020	
PROVELOCITY LLC	27948	INFORMATION TECHNOLOGY	09/01/2020	6,214.00	.00		
CENTURY LINK	090120	9016 - ADMIN. FAX	09/01/2020	103.63	.00		
CENTURY LINK	090120	MAIN PHONE LINES ADMIN 464-	09/01/2020	480.90	.00		
KARP NEU HANLON, PC	25897	PROFESSIONAL SERVICES	08/04/2020	4,953.00	.00		
KARP NEU HANLON, PC	26376	PROFESSIONAL SERVICES	09/03/2020	5,954.00	.00		
WILLIAM CARLSON	081820 - 4632	CONFERENCE	08/18/2020	99.00	99.00	09/14/2020	
ALPINE BANK CC	JH AUG 3061	BOARD EXPENSES	08/18/2020	12,432.90	12,432.90	09/11/2020	
ALPINE BANK CC	JH AUG 3061	DUES	08/18/2020	75.00	75.00	09/11/2020	
ALPINE BANK CC	KF AUG 3160	BOARD EXPENSES	08/18/2020	2,408.55	2,408.55	09/11/2020	
ALPINE BANK CC	KF AUG 3160	TRAINING	08/18/2020	500.00	500.00	09/11/2020	
ALPINE BANK CC	KF AUG 3160	DUES	08/18/2020	181.00	181.00	09/11/2020	
ALPINE BANK CC	KF AUG 3160	TRAINING	08/18/2020	20.00	20.00	09/11/2020	
ALPINE BANK CC	KF AUG 3160	OFFICE SUPPLIES	08/18/2020	26.99	26.99	09/11/2020	
ALPINE BANK CC	TB AUG 3111	PRINTING	08/18/2020	1,221.00	1,221.00	09/11/2020	
ALPINE BANK CC	TW AUG 0381	SUPPLIES	08/18/2020	119.18	119.18	09/11/2020	
RECLA METALS LLLP	627442	COVID	09/02/2020	300.73	.00		
Total ADMINISTRATION:				35,795.95	17,706.44		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
COMMUNITY DEVELOPMENT							
LINCOLN NATIONAL	AUG 2020	Life Insurance - Comm Dev	08/01/2020	18.50	.00		
LINCOLN NATIONAL	JUL 2020	Life Insurance - Comm Dev	07/01/2020	18.50	.00		
LINCOLN NATIONAL	SEP 2020	Life Insurance - Comm Dev	09/01/2020	18.50	.00		
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	231.82	231.82	08/31/2020	
COOP COUNTRY	236154	PALISADE MARKET	08/02/2020	29.15	.00		
J-U-B ENGINEERS	0136641	GENERAL ENGINEERING	09/09/2020	2,402.62	.00		
J-U-B ENGINEERS	0136641	CRESTHAVEN ACRES	09/09/2020	384.00	.00		
J-U-B ENGINEERS	0136641	CRESTHAVEN ACRES	09/09/2020	326.40	.00		
J-U-B ENGINEERS	0136641	N RIVER ROAD	09/09/2020	153.60	.00		
J-U-B ENGINEERS	0136641	405 TROYER	09/09/2020	96.00	.00		
REYNOLDS, LYDIA	EXP REPORT	COVID	08/24/2020	21.59	21.59	09/14/2020	
ALPINE BANK CC	KF AUG 3160	BGF	08/18/2020	64.99	64.99	09/11/2020	
MAUER, MARC ERIC	092020PARKL	PARKLET ENGINEERING	09/03/2020	3,500.00	3,500.00	09/03/2020	
Total COMMUNITY DEVELOPMENT:				7,265.67	3,818.40		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
TOURISM FUND							
ALPINE BANK CC	KF AUG 3160	TAB	08/18/2020	84.99	84.99	09/11/2020	
Total TOURISM FUND:				84.99	84.99		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
RECREATION							
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	263.44	263.44	08/31/2020	
RUSSELL, THOMASINA	PSM 09202020	PSM ENTERTAINMENT	09/11/2020	250.00	250.00	09/14/2020	
RICK MANCUSO	PSM 09062020	PSM ENTERTAINMENT	09/03/2020	250.00	250.00	09/03/2020	
BOYD, TRAVIS	09.14.2020 PE	PSM	09/14/2020	102.41	.00		
ALPINE BANK CC	DM AUG 4309	PARKS & RECS - PROJECTS	08/18/2020	359.95	359.95	09/11/2020	
ALPINE BANK CC	TB AUG 3111	SUNDAY MARKET	08/18/2020	35.67	35.67	09/11/2020	
ALPINE BANK CC	TB AUG 3111	SUNDAY MARKET	08/18/2020	15.91	15.91	09/11/2020	
CHRIS BRIARDY	PSM 09132020	PSM ENTERTAINMENT	09/09/2020	250.00	250.00	09/11/2020	
Total RECREATION:				1,527.38	1,424.97		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
COURT							
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	42.15	42.15	08/31/2020	
Total COURT:				42.15	42.15		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
POLICE							
CITY OF GRAND JUNCTION	2020-0008010	911 CHARGES PD	09/02/2020	9,326.06	.00		
FEDEX	7-106-40568	PD - SHIPPING CHARGES	08/27/2020	135.23	135.23	09/14/2020	
LINCOLN NATIONAL	AUG 2020	Life Insurance - Police	08/01/2020	89.26	.00		
LINCOLN NATIONAL	JUL 2020	Life Insurance - Police	07/01/2020	119.78	.00		
LINCOLN NATIONAL	SEP 2020	Life Insurance - Police	09/01/2020	33.76-	.00		
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	1,896.74	1,896.74	08/31/2020	
CENTURY LINK	090120	1343 - PD INTOXICATOR PORTI	09/01/2020	35.00	.00		
CENTURY LINK	090120	1343 - TOWN HALL INTERNET-R	09/01/2020	150.88	.00		
CENTURY LINK	090120	MAIN PHONE LINES POLICE 46	09/01/2020	240.45	.00		
ANTHEM BLUE CROSS AND BL	AUG CORR F	Vision Insurance Vision Employe	09/03/2020	7.80	7.80	09/03/2020	
HOLE IN THE WALL SHIRT SHO	22481	PD UNIFORMS	09/02/2020	793.75	793.75	09/14/2020	
COLORADO DEPT OF AGRICUL	4107	LASER SPEED UNIT	08/26/2020	48.00	48.00	09/14/2020	
KINETIC LEASING, INC.	237372	INTERCEPTOR LEASE (3)	08/10/2020	3,869.04	3,869.04	09/14/2020	
BOYD, TRAVIS	09.14.2020 PE	PD SUPPLIES	09/14/2020	153.42	.00		
ALPINE BANK CC	TB AUG 3111	PD - PROFESSIONAL SERVICE	08/18/2020	140.19	140.19	09/11/2020	
Total POLICE:				16,971.84	6,890.75		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
CEMETERY							
LINCOLN NATIONAL	AUG 2020	Life Insurance - Cemetery	08/01/2020	9.25	.00		
LINCOLN NATIONAL	JUL 2020	Life Insurance - Cemetery	07/01/2020	9.25	.00		
LINCOLN NATIONAL	SEP 2020	Life Insurance - Cemetery	09/01/2020	9.25	.00		
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	189.67	189.67	08/31/2020	
Total CEMETERY:				217.42	189.67		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FIRE / EMS							
BOUND TREE MEDICAL, LLC	83742266	MEDICAL SUPPLIES/EMS	08/20/2020	257.40	257.40	09/14/2020	
CITY OF GRAND JUNCTION	2020-0008010	911 CHARGES FD	09/02/2020	2,331.52	.00		
LINCOLN NATIONAL	AUG 2020	Life Insurance - Fire	08/01/2020	6.01	.00		
LINCOLN NATIONAL	JUL 2020	Life Insurance - Fire	07/01/2020	6.01	.00		
LINCOLN NATIONAL	SEP 2020	Life Insurance - Fire	09/01/2020	6.01	.00		
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	1,106.44	1,106.44	08/31/2020	
CENTURY LINK	090120	4735 - FIRE INTERNET	09/01/2020	304.23	.00		
CENTURY LINK	090120	9913 - FIRE ALARM	09/01/2020	191.79	.00		
CENTURY LINK	090120	0032 DATA - FIRE ALERT SYS.	09/01/2020	375.00	.00		
CENTURY LINK	090120	0032 PHONE - FIRE ALERT SYS.	09/01/2020	1,163.27	.00		
MONTROSE FIRE PROTECTION	20-21	LIVE BURN TRAINING	08/25/2020	1,125.00	1,125.00	09/14/2020	
ALPINE BANK CC	JL AUG 4051	FIRE - PPE	08/18/2020	315.50	315.50	09/11/2020	
ALPINE BANK CC	JL AUG 4051	FD - SUPPLIES	08/18/2020	90.53	90.53	09/11/2020	
ALPINE BANK CC	JL AUG 4051	FD - SUPPLIES	08/18/2020	115.58	115.58	09/11/2020	
ALPINE BANK CC	JL AUG 4051	FD - SUPPLIES	08/18/2020	44.04	44.04	09/11/2020	
ALPINE BANK CC	JL AUG 4051	FD - SUPPLIES	08/18/2020	98.90	98.90	09/11/2020	
Total FIRE / EMS:				7,537.23	3,153.39		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
EMS							
BOOKCLIFF AUTO PARTS INC	134392	STREETS / PARKS SHARED CO	09/03/2020	38.39	.00		
BOOKCLIFF AUTO PARTS INC	134734	STREETS / PARKS SHARED CO	09/03/2020	15.83	.00		
BOOKCLIFF AUTO PARTS INC	136144	STREETS / PARKS SHARED CO	09/08/2020	18.73	.00		
BOOKCLIFF AUTO PARTS INC	136226	STREETS / PARKS SHARED CO	09/08/2020	72.84	.00		
BOOKCLIFF AUTO PARTS INC	136646	STREETS / PARKS SHARED CO	09/09/2020	57.47	.00		
BOOKCLIFF AUTO PARTS INC	137349	STREETS / PARKS SHARED CO	09/10/2020	29.90	.00		
BOOKCLIFF AUTO PARTS INC	137408	STREETS / PARKS SHARED CO	09/10/2020	31.92	.00		
BOOKCLIFF AUTO PARTS INC	137678	STREETS / PARKS SHARED CO	09/10/2020	107.38	.00		
BOOKCLIFF AUTO PARTS INC	138963	STREETS / PARKS SHARED CO	09/14/2020	107.38	.00		
HONNEN EQUIPMENT CO.	1198879	SHARED DEPT EXPENSES	09/03/2020	348.12	.00		
WESTERN IMPLEMENT	IN93979	SHARED EXPENSES	09/02/2020	27.02	27.02	09/14/2020	
COOP COUNTRY	236592	STREETS / PARKS SHARED CO	08/26/2020	53.57	.00		
ALPINE BANK CC	DJ AUG 4424	SHARED EXPENSES	08/18/2020	21.01	21.01	09/11/2020	
ALPINE BANK CC	DJ AUG 4424	SHARED EXPENSES	08/18/2020	51.44	51.44	09/11/2020	
ALPINE BANK CC	DJ AUG 4424	SHARED EXPENSES	08/18/2020	71.77	71.77	09/11/2020	
ALPINE BANK CC	DJ AUG 4424	SHARED EXPENSES	08/18/2020	13.83	13.83	09/11/2020	
Total EMS:				1,066.60	185.07		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
STREETS							
LINCOLN NATIONAL	AUG 2020	Life Insurance - Streets	08/01/2020	27.75	.00		
LINCOLN NATIONAL	JUL 2020	Life Insurance - Streets	07/01/2020	27.75	.00		
LINCOLN NATIONAL	SEP 2020	Life Insurance - Streets	09/01/2020	27.75	.00		
NEWMAN SIGNS INC.	TRFINV024668	STOP SIGNS	09/10/2020	53.68	.00		
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	421.50	421.50	08/31/2020	
TAYLOR FENCE COMPANY /	G51207	FENCE	08/24/2020	88.00-	.00		
UPLAND GRAVEL	3185	ROAD BASE/ROCK	07/31/2020	200.00	.00		
EQUIPMENT CO OF THE ROCKI	1609	STREET SWEEPER	09/08/2020	1,173.00	.00		
Total STREETS:				1,843.43	421.50		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WATER							
APEIRON UTILITY CONSTRUCT	12543	DIRECTIONAL BORE - 731 Elbert	06/12/2020	2,500.00	.00		
DANA KEPNER COMPANY	1517496-01	METER REPAIR	08/31/2020	514.60	.00		
LINCOLN NATIONAL	AUG 2020	Life Insurance - Water	08/01/2020	37.00	.00		
LINCOLN NATIONAL	JUL 2020	Life Insurance - Water	07/01/2020	37.00	.00		
LINCOLN NATIONAL	SEP 2020	Life Insurance - Water	09/01/2020	37.00	.00		
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	684.94	684.94	08/31/2020	
CENTURY LINK	090120	7148 - CARETAKER RESERVOI	09/01/2020	71.49	.00		
CENTURY LINK	090120	MAIN PHONE LINES WATER 464	09/01/2020	240.45	.00		
UPLAND GRAVEL	3185	ROAD BASE	07/31/2020	220.77	.00		
UTILITY NOTIFICATION	220080935	RTL TRANSMISSIONS	08/31/2020	64.07	64.07	09/14/2020	
COOP COUNTRY	236735	WATER SUPPLIES	09/02/2020	33.99	33.99	09/14/2020	
DPE, LLC	6098	SITE LEASE-PAL PT.	08/31/2020	75.00	75.00	09/14/2020	
J-U-B ENGINEERS	0136641	CABIN RESERVOIR	09/09/2020	264.80	.00		
CW CONSTRUCTION, LLC	8148	WATER LINE REPAIRS	08/21/2020	23,031.45	.00		
COLORADO CSG II LLC	2A187479	SUBSCRIBER - WATER	08/26/2020	913.79	.00		
BOYD, TRAVIS	09.14.2020 PE	WATER SUPPLIES	09/14/2020	9.58	.00		
BOYD, TRAVIS	09.14.2020 PE	UTILITY POSTAGE	09/14/2020	4.45	.00		
ALPINE BANK CC	ML AUG 3103	WATER REPAIR & MAINT EQUIP	08/18/2020	532.75	532.75	09/11/2020	
ALPINE BANK CC	ML AUG 3103	WATER REPAIR & MAINT EQUIP	08/18/2020	907.02	907.02	09/11/2020	
ALPINE BANK CC	ML AUG 3103	WATER - SUPPLIES	08/18/2020	6.79	6.79	09/11/2020	
ALPINE BANK CC	ML AUG 3103	WATER - SUPPLIES	08/18/2020	5.75	5.75	09/11/2020	
LEMON, MATT	FBP 09012020	FLEX BENEFIT PLAN	09/01/2020	242.00	242.00	09/14/2020	
Total WATER:				30,434.69	2,552.31		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SEWER PLANT							
CITY OF GRAND JUNCTION	2020-0007615	LAB TESTS	07/31/2020	342.00	342.00	09/14/2020	
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	210.75	210.75	08/31/2020	
CENTURY LINK	090120	1319 - SEWER & CALL OUT	09/01/2020	156.70	.00		
ACS SEWER & IRRIGATION SE	20003	SEWER SYS MAINTENANCE	08/20/2020	6,930.00	6,930.00	09/14/2020	
J-U-B ENGINEERS	0136641	BOWER AVE SEWER	09/09/2020	662.36	.00		
J-U-B ENGINEERS	0136641	BOWER AVE SEWER	09/09/2020	14,569.38	.00		
J-U-B ENGINEERS	0136641	BOWER AVE SEWER	09/09/2020	3,651.10	.00		
COLORADO CSG II LLC	2A187479	SUBSCRIBER - SEWER	08/26/2020	913.79	.00		
Total SEWER PLANT:				27,436.08	7,482.75		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
SEWER COLLECTION							
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	210.75	210.75	08/31/2020	
COOP COUNTRY	236727	SEWER SYSTEM MAINT	09/01/2020	10.57	10.57	09/14/2020	
JOHNS, DAVID	FBP 08242020	FLEXIBLE BENEFIT REIMBURS	08/24/2020	45.00	45.00	09/14/2020	
JOHNS, DAVID	FBP 09042020	FLEXIBLE BENEFIT REIMBURS	09/04/2020	38.90	38.90	09/14/2020	
Total SEWER COLLECTION:				305.22	305.22		

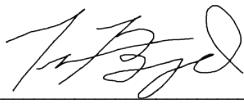
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WASTE MANAGEMENT INC -	1679465-0576-	GARBAGE SERVICE	08/27/2020	1,335.30	.00		
WASTE MANAGEMENT INC -	1679477-0576-	GARBAGE SERVICE	08/27/2020	190.00	.00		
WASTE MANAGEMENT INC -	1679660-0576-	GARBAGE SERVICE	09/01/2020	14,555.59	.00		
Total :				16,080.89	.00		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
PARKS							
LINCOLN NATIONAL	AUG 2020	Life Insurance - Parks	08/01/2020	27.75	.00		
LINCOLN NATIONAL	JUL 2020	Life Insurance - Parks	07/01/2020	27.75	.00		
LINCOLN NATIONAL	SEP 2020	Life Insurance - Parks	09/01/2020	9.25-	.00		
MESA COUNTY LANDFILL	03-01189227	RIVERBEND IMPROVEMENTS	04/02/2020	300.00	.00		
MESA COUNTY LANDFILL	1246980	PARKS SUPPLIES	08/28/2020	18.15	.00		
PEACHTREE HARDWARE AND	428849	PARK SUPPLIES	08/18/2020	57.92	.00		
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	632.25	632.25	08/31/2020	
CENTURY LINK	090120	1207 - RIVERBEND PARK	09/01/2020	123.21	.00		
COOP COUNTRY	236330	MISC PARK REPAIRS	08/11/2020	65.52	65.52	09/14/2020	
COOP COUNTRY	236344	MISC PARK REPAIRS	08/12/2020	9.59	9.59	09/14/2020	
WESTERN PAPER DISTRIBUTO	3809828	DOGGIE BAGS	08/27/2020	180.00	.00		
ALPINE BANK CC	BC AUG 3152	TRAINING	08/18/2020	300.00	300.00	09/11/2020	
ALPINE BANK CC	DM AUG 4309	TRAINING	08/18/2020	300.00	300.00	09/11/2020	
ALPINE BANK CC	JH AUG 3061	PARKS - SUPPLIES	08/18/2020	269.41-	269.41-	09/11/2020	
ALPINE BANK CC	TB AUG 3111	PARKS - SUPPLIES	08/18/2020	15.96	15.96	09/11/2020	
ALPINE BANK CC	TW AUG 0381	PARKS & RECS - PROJECTS	08/18/2020	2.78	2.78	09/11/2020	
ALPINE BANK CC	TW AUG 0381	PARKS - SUPPLIES	08/18/2020	25.98	25.98	09/11/2020	
Total PARKS:				1,808.20	1,082.67		

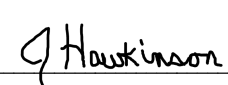
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
POOL							
CENTURY LINK	090120	1067 - POOL INTERNET	09/01/2020	156.70	.00		
CEM SALES & SERVICE	152516	POOL SUPPLIES	07/23/2020	144.00	.00		
ALPINE BANK CC	TW AUG 0381	COVID	08/18/2020	50.12	50.12	09/11/2020	
ALPINE BANK CC	TW AUG 0381	COVID	08/18/2020	49.97	49.97	09/11/2020	
ALPINE BANK CC	TW AUG 0381	COVID	08/18/2020	28.12	28.12	09/11/2020	
ALPINE BANK CC	TW AUG 0381	COVID	08/18/2020	304.67	304.67	09/11/2020	
ALPINE BANK CC	TW AUG 0381	COVID	08/18/2020	99.48	99.48	09/11/2020	
ALPINE BANK CC	TW AUG 0381	POOL SUPPLIES	08/18/2020	57.09	57.09	09/11/2020	
Total POOL:				890.15	589.45		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
FACILITIES							
HIGH COUNTRY GAS & SUPPLY	318236	COVID - CONSTRUCTION SUPP	09/04/2020	153.85	.00		
HOME DEPOT CREDIT SERVICE	001641/302316	PD - REMODEL	09/01/2020	219.67	.00		
LINCOLN NATIONAL	AUG 2020	Life Insurance - Facilities	08/01/2020	9.25	.00		
LINCOLN NATIONAL	JUL 2020	Life Insurance - Facilities	07/01/2020	9.25	.00		
LINCOLN NATIONAL	SEP 2020	Life Insurance - Facilities	09/01/2020	9.25	.00		
PINNACOL ASSURANCE COMP	100	Workers Comp	08/11/2020	421.50	421.50	08/31/2020	
COOP COUNTRY	236335	FACILITIES	08/11/2020	6.59	.00		
COOP COUNTRY	236379	COVID	08/13/2020	3.50	.00		
COOP COUNTRY	236530	PD - REMODEL	08/22/2020	15.99	.00		
COOP COUNTRY	236542	PD - REMODEL	08/24/2020	17.99	.00		
COOP COUNTRY	236560	PD - REMODEL	08/24/2020	16.07	.00		
COOP COUNTRY	236594	PD - REMODEL	08/26/2020	14.57	.00		
COOP COUNTRY	236639	PD - REMODEL	08/27/2020	11.97	.00		
COOP COUNTRY	236650	PD - REMODEL	08/28/2020	16.99	.00		
COOP COUNTRY	236656	PD - REMODEL	08/24/2020	17.50	.00		
COOP COUNTRY	236686	PD - REMODEL	08/31/2020	38.16	.00		
COOP COUNTRY	236689	PD - REMODEL	08/31/2020	21.99	.00		
COOP COUNTRY	236703	PD - REMODEL	08/31/2020	14.17	.00		
COOP COUNTRY	236716	PD - REMODEL	09/01/2020	82.16	.00		
COOP COUNTRY	236722	PD - REMODEL	09/01/2020	13.98	.00		
COOP COUNTRY	236774	PD - REMODEL	09/03/2020	81.97	.00		
COOP COUNTRY	236858	PD - REMODEL	09/09/2020	4.76	.00		
TERMINIX	247259	PEST CONTROL	09/02/2020	63.87	.00		
WESTERN PAPER DISTRIBUTO	3809828	COVID	08/27/2020	144.34	.00		
E & E DOOR AND WINDOW	31635	FD DOOR REPAIRS	09/02/2020	1,468.00	.00		
ALPINE BANK CC	AS AUG 3087	PD - REMODEL	08/18/2020	150.19	150.19	09/11/2020	
ALPINE BANK CC	BC AUG 3152	PD - REMODEL	08/18/2020	325.55	325.55	09/11/2020	
ALPINE BANK CC	JH AUG 3061	PD - REMODEL	08/18/2020	1,239.92	1,239.92	09/11/2020	
ALPINE BANK CC	TB AUG 3111	PD - REMODEL	08/18/2020	749.10	749.10	09/11/2020	
ALPINE BANK CC	TW AUG 0381	PD - REMODEL	08/18/2020	99.99	99.99	09/11/2020	
ALPINE BANK CC	TW AUG 0381	PD - REMODEL	08/18/2020	66.49	66.49	09/11/2020	
Total FACILITIES:				5,508.58	3,052.74		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
A TO Z RECREATION	2885	PARK IMPROVEMENTS	09/15/2020	20,135.50	.00		
Total :				20,135.50	.00		
Grand Totals:				203,873.90	49,324.55		

Finance Director: 
(Finance Department Review and Approval for Payment)

Date: 9/17/2020

Town Manager: 
(Administrative Review and Approval for Payment)

Date: 9/18/2020

Mayor: _____
(Board of Trustees Review and Approval for Payment)

Date: _____

Town Clerk: _____
(Document Recorded)

Date: _____

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

Invoice Detail.Input date = 09/03/2020-09/16/2020



**MINUTES OF THE REGULAR (VIRTUAL) MEETING OF THE
PALISADE BOARD OF TRUSTEES
September 8, 2020**

The regular meeting of the Board of Trustees for the Town of Palisade was called to order at 6:00 pm by Mayor Mikolai with Trustees present: Somerville, Carlson, Turner, and Maxwell. Mayor Pro-Tem Chase and Trustee L'Hommedieu appeared via Zoom. Also present were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, Community Development Director Allyson Shellhorn, and Finance Director Travis Boyd. Utilities Director Matt Lemon, Police Chief Deb Funston, and Deputy Fire Chief Jason Lee appeared via Zoom.

AGENDA ADOPTION

Motion #1 by Trustee Turner, seconded by Trustee Maxwell, to approve the agenda as presented.

A voice vote was requested.
The motion carried unanimously.

TOWN MANAGER REPORT

Town Manager Janet Hawkinson reviewed her report and offered to answer any questions from the Board.

CONSENT AGENDA

The Consent Agenda is intended to allow the Board to spend its time on more complex items. These items are generally perceived as non-controversial and can be approved by a single motion. The public or the Board members may ask that an item be removed from the Consent Agenda for individual consideration.

- **Expenditures**
Approval of Bills from Various Town Funds – August 22, 2020 – September 2, 2020
- **Minutes**
Minutes from the August 25, 2020 Board Meeting

Motion #2 by Trustee Somerville, seconded by Trustee Turner, to approve the Consent Agenda as presented.

A roll call vote was requested.
Yes: Mayor Mikolai, Trustee Turner, Trustee Somerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Trustee Maxwell
No:
Absent:

The motion carried.

PUBLIC COMMENT

None was offered.

NEW BUSINESS

Resolution 2020-20 - Accepting Audit

Finance Director Travis Boyd stated that Chadwick, Steinkirchner, Davis, and Company, P.C. performed the annual financial audit of the Town of Palisade. Mr. Boyd also introduced Mike Nelson with the audit team, who gave a brief explanation of the findings detailed in the packet.

Motion #3 by Trustee Somerville, seconded by Trustee Turner, approve Resolution 2020-20 and accept the 2019 audit performed by Chadwick, Steinkirchner, Davis, and Company, P.C.

A roll call vote was requested.

Yes: Trustee Turner, Trustee Somerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Trustee Maxwell, Mayor Mikolai

No:

Absent:

The motion carried

Resolution 2020-22 Mesa County Hazard Mitigation Plan

Town Manager Janet Hawkinson informed the Board that Andy Martsolf with Mesa County led the effort to put together the 2020 Mesa County Hazard Mitigation Plan. The purpose of natural hazards mitigation is to reduce or eliminate long-term risk to people and property from natural hazards. Mesa County's original Mitigation Plan was completed in 2004 and approved by FEMA in January 2005. The 2004 plan was revised in 2009/2010 and again in 2015 according to the requirements of the Disaster Mitigation Act of 2000, which requires a five-year revision to achieve eligibility for the Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance, Pre-Disaster Mitigation, and Hazard Mitigation Grant Programs. This 2020 plan is an update to the 2015 plan.

Motion #4 by Trustee Somerville, seconded by Trustee Maxwell to approve Resolution 2020-22 to accept and adopt the 2020 Mesa County Hazard Mitigation Plan.

A roll call vote was requested.

Yes: Trustee Somerville, Mayor Pro-Tem Chase, Trustee Carlson, Trustee L'Hommedieu, Trustee Maxwell, Mayor Mikolai, Trustee Turner

No:

Absent:

The motion carried

OPEN DISCUSSION

Mayor Pro-Tem Chase asked staff about the timeline for receiving budget-to-actuals reports on a monthly basis as well as inquired about when budget work session would begin for the 2021 budget. ***The Consensus of the Board is to begin having work sessions on the second and third Tuesdays of the month (Board meeting days) at 5:00 pm.*** After a lengthy discussion amongst the Board, ***the consensus is to receive budget-to-actual reports every three months.***

Trustee Somerville gave a brief update on the first meeting of the Grand Valley Task Force. He also noted that he has been receiving numerous questions and concerns as to when the Town would begin having in-person meetings again. ***The consensus is to move the next few meetings to the gymnasium or community center to see how it goes.***

Trustee Maxwell thanked staff for the quick response to her request for a speed radar sign at 1st Street.

Mayor Mikolai stated that he would be meeting with FCI Constructors and JUB Engineering soon to discuss the proposed medical clinic and any possibilities of building it where the old high school is located. He assured the Board that he would keep them updated as any new information evolved.

COMMITTEE REPORTS

Trustees gave brief updates about the various committees and meetings they attended.

ADJOURNMENT

Motion #7 by Trustee Turner, seconded by Mayor Pro-Tem Chase to adjourn the meeting at 6:45 pm.

A voice vote was requested.

The motion carried unanimously.

WORK SESSION

A work session of the Board of Trustees for the Town of Palisade to review truck routes began at 6:45 pm. Present at the work session were Mayor Mikolai, Trustees, Somerville, Carlson, Turner, and Maxwell. Mayor Pro-Tem Chase and Trustee L'Hommedieu appeared via Zoom. Also present were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, Community Development Director Allyson Shellhorn, and Finance Director Travis Boyd. Utilities Director Matt Lemon, Police Chief Deb Funston, and Deputy Fire Chief Jason Lee appeared via Zoom.

X

Greg Mikolai
Mayor

X

Keli L. Frasier
Town Clerk



PALISADE BOARD OF TRUSTEES

Agenda Item Cover Sheet

Meeting Date: 09/22/2020

Presented By: Janet Hawkinson, Town Manager

Department: Administration

RE: **Emergency Water Repair on Elberta Street in August**

SUBJECT: The Town of Palisade experienced a major water leak on Elberta in August. CW Construction assisted the Town with the repair. This was an emergency demand construction project. This invoice reflects the repair of the Elberta water line.



CW Construction, LLC
Grand Junction, CO 81505
970-243-7755

Invoice

Date	Invoice #
8/21/2020	8148

Bill To			Project Location-Details	
City of Palisade			Repair Water Line Break	
P.O. No.	Terms	Project Job No Information		Due Date
				8/21/2020

Unit	Description	Item	Rate	Prior %	Amount
LS	Flow fill under drain box	1	342.13		342.13
LS	Concrete Sidewalk	1	2,500.00		2,500.00
LS	Dump Truck Rental	1	500.00		500.00
	Equipment Rental 2138/WA270/Ck35	1	4,000.00		4,000.00
LS	Light Plant	2	200.00		400.00
HR	1st Night 4 guys/8 hours	32	47.50		1,520.00
HR	2nd night 6 guys/12hours	72	47.50		3,420.00
HR	2 days foreman	16	60.00		960.00
LS	Trench Boxes	2	250.00		500.00
TON	3/4 Rock	34.65	15.00		519.75
TON	1 1/2 Base	143.76	13.50		1,940.76
HR	3rd Day 3 guys/6hours	24	47.50		1,140.00
LS	Mobilization in	9.5	125.00		1,187.50
LS	Mobilization out	8	125.00		1,000.00
LS	Concrete Block	1	500.00		500.00
LS	Pipe		2,601.31		2,601.31
Exclusions: Asphalt is not included.					

Phone #	E-mail	Total	\$23,031.45
970-243-7755	cindy@cwconst.com	Payments/Credits	\$0.00
		Balance Due	\$23,031.45



PALISADE BOARD OF TRUSTEES

Agenda Item Cover Sheet

Meeting Date: SEPTEMBER 22ND, 2020

Presented By: JULIANN ADAMS, CHAIR

Department: TOURISM ADVISORY BOARD

Re: GRANT TO THE COLORADO TOURISM OFFICE FOR MARKETING

SUMMARY

The Palisade Tourism Advisory Board (TAB) is looking to apply for a Matching Marketing Grant through the Colorado Tourism Office (CTO). The Board is looking to partner with Fruita, CO for a Bookends Marketing Campaign. The grant submittal would request \$25,000 from the CTO. The Palisade Tourism Advisory Board would provide \$10,000 out of the budget addition provided by the Town Board of Trustees on April 28th, 2020. The City of Fruita would provide an additional \$15,000 approved by their City Council. The grant request, combined with matching funds, would total \$50,000 for the Bookends Marketing Campaign. The grant application is due September 29th, 2020.

DIRECTION

Staff is asking the Board of Trustees to give their support to the Palisade Tourism Advisory Board in the grant application and partnership with Fruita, CO.



TOWN OF PALISADE
175 E 3RD ST
PALISADE, CO 81526
(970) 464-5206

September 22, 2020

Elizabeth O'Rear
Senior Manager of Grant Programs
Colorado Tourism Office
1600 Broadway, Suite 2500
Denver, Co 80202

Re: Letter of Support for Matching Marketing Grant Program

Dear Ms. O'Rear,

Please accept this Letter of Support to confirm that the Town of Palisade Board of Trustees supports the Palisade Tourism Advisory Board committing \$10,000 in funding for match for the Colorado Tourism Office's Matching Marketing Grant for fiscal year 2021. The Town of Palisade appreciates the opportunity to apply for this grant to launch new marketing efforts, and we are thankful for our ongoing partnership with the Colorado Tourism Office.

If you need any additional information or have any questions, please feel free to let me know.

Thank you,

Greg Mikolai

Mayor, Town of Palisade



PALISADE BOARD OF TRUSTEES

Agenda Item Cover Sheet

Meeting Date: SEPTEMBER 22ND, 2020

Presented By: ALLYSON SHELLHORN, COMMUNITY DEVELOPMENT DIRECTOR
MATT LEMON, UTILITIES DIRECTOR
DEB FUNSTON, PALISADE POLICE CHIEF

Department: UTILITIES, LAW ENFORCEMENT, & COMMUNITY DEVELOPMENT DEPARTMENTS

Re: ORDINANCE 2020-11, AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO ADOPTING AN UPDATED TRUCK ROUTE FOR THE TOWN OF PALISADE.

SUMMARY:

Presented is the Ordinance to adopt the updated 2020 Town of Palisade Truck Route. The proposed updated truck route has been presented to the Board of Trustees on June 9th, 2020 at the regular public hearing for discussion and direction from the Board. The updated truck route was also scheduled during a work session on September 8th, 2020 along with personnel from the local Food Bank of the Rockies. Ordinance 2020-11 is to approve the truck route as presented. This is important for implementation of the route for safety of residents and drivers. The truck route utilizes arterial routes, as approved by the Board of Trustees through the Street Classification Map.

DIRECTION:

Staff is asking the Board of Trustees to review Ordinance 2020-11 and the attached truck route and approve, or deny, the Ordinance.



When determining the truck route, staff took into consideration the intersections that the trucks would access. Typically, when turning right, larger semi-trucks encroach into the oncoming traffic lane. These semi-trucks require larger turn radii when turning right. Staff understands that while trucks should be encouraged to turn left and head south at the intersection of Elberta Avenue and First Street, trucks may still turn right and head north towards the truck stop and the I-70 westbound/eastbound entrance. Law enforcement is unable to enforce a no right hand turn only due to the equal application of the law. Trucks may still look to turn right at this location due to the close proximity to the interstate access and the truck stop. Additional intersections along the truck route include the intersection of Iowa Avenue and Highway 6. This intersection provides the necessary turning radius for trucks heading into and out of Palisade's Downtown.

The following are the intersections on the truck route in which a truck may be performing a right turn:

- First Street and Elberta Avenue
- Highway 6 and Iowa Avenue
- Elberta Avenue and Highway 6
- Exiting the Food Bank of the Rockies onto Bower Avenue

Many other intersections were considered for the truck route, however, due to the street classifications and size of the intersection these intersections could not accommodate the needs of the trucks. The truck route attached provides the most viable option.

Additionally, staff will add signage along the route to communicate to drivers where the route is. Local deliveries shall be exempt from the truck route, and shall make local deliveries as needed. Deviating from the truck route is not considered illegal.

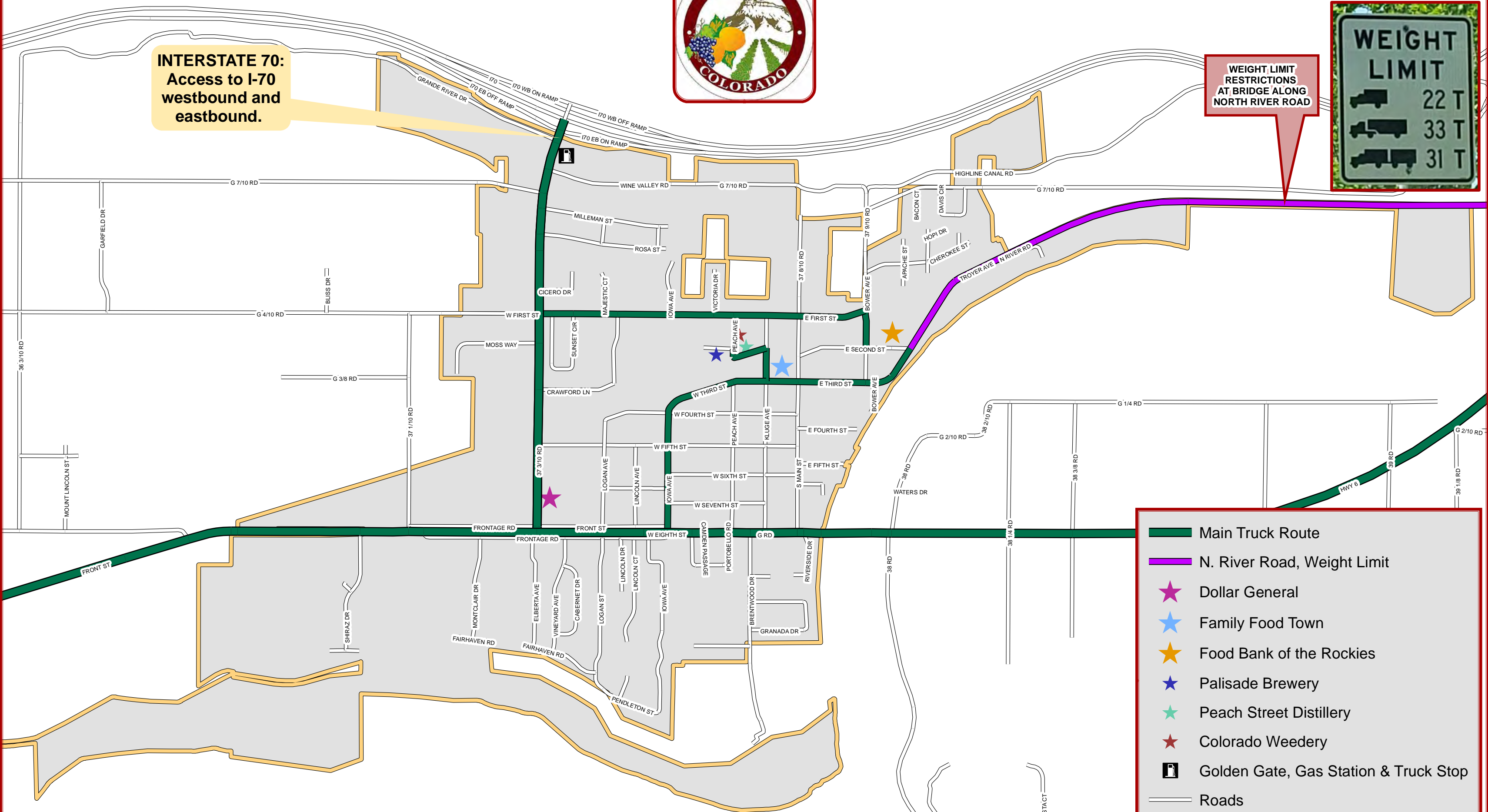


TOWN OF PALISADE TRUCK ROUTE



INTERSTATE 70:
Access to I-70
westbound and
eastbound.

**WEIGHT LIMIT
RESTRICTIONS
AT BRIDGE ALONG
NORTH RIVER ROAD**



Main Truck Route

N. River Road, Weight Limit

Dollar General

Family Food Town

Food Bank of the Rockies

Palisade Brewery

Peach Street Distillery

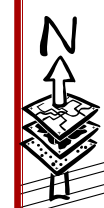
Colorado Weedery

Golden Gate, Gas Station & Truck Stop

Roads

Town Limits

TOWN OF PALISADE ARTERIAL ROUTES

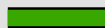



**INTERSTATE 70:
ACCESS TO I-70
WESTBOUND AND
EASTBOUND.**

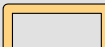
**WEIGHT LIMIT
RESTRICTIONS
AT BRIDGE ALONG
NORTH RIVER ROAD**

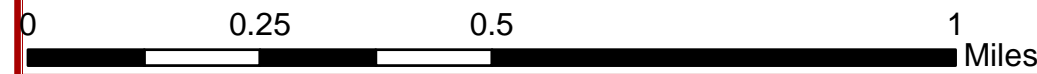


ARTERIAL ROUTES:
An arterial road or arterial thoroughfare is a road that can accomodate a higher-capacity of traffic. The primary function of an arterial road is to deliver traffic from collector roads to freeways or expressways, and between town centers at the highest level of service possible.

 Truck Route, Arterial Streets

 Roads

 Town Limits



**TOWN OF PALISADE, COLORADO
ORDINANCE 2020-11**

AN ORDINANCE OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, ADOPTING AN UPDATED TRUCK ROUTE FOR THE TOWN OF PALISADE.

WHEREAS, the Board of Trustees is concerned about the health, safety and welfare of its citizens and has seen an increase in large truck traffic through residential neighborhoods in the Town of Palisade; and

WHEREAS, the Board of Trustees, in response to this increase in an inappropriate routing of truck traffic and after careful consideration of traffic patterns, arterial streets, and existing and historical truck routes, the Town has established a designated truck route through the corporate limits of the Town of Palisade; and

WHEREAS, the Model Traffic Code has been lawfully adopted by the Board of Trustees; and

WHEREAS, the Board of Trustees is authorized by Article 106 of the Model Traffic Code to establish a designated truck route.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF PALISADE, COLORADO, that a designated truck route for the Town of Palisade, Colorado, attached hereto as Exhibit “A”, is hereby adopted and shall apply to any commercial truck of over 18,000 GVW (eighteen thousand gross vehicle weight), including but not limited to truck-tractor, or semi-tractor-trailer combination except as provided in Section 1 below.

BE IT FURTHER RESOLVED that the truck route shall be administered as follows:

Section 1: The designated truck route may be deviated from in the following circumstances without first receiving a permit from the Town of Palisade:

- a. A delivery is being made within the corporate limits of the Town of Palisade and such delivery is not part of a regularly scheduled delivery system. This deviation should be done in such a way as to create the least detour from the designated truck route and the least impact on neighboring residences.
- b. A delivery is being made within the corporate limits of the Town of Palisade and such delivery is part of a regularly scheduled delivery system and does not occur more than once every two weeks. This deviation should be done in such a way as to create the least detour from the designated truck route and the least impact on neighboring residences.
- c. A Town-sanctioned street closure occurs on the designated truck route. A deviation occurring there from should be done in such a way as to create the least detour from the designated truck route and the least impact on neighboring residences.

Section 2: The designated truck route may be deviated from in the following circumstances:

- a. Those locations not served by the designated truck route requiring regularly scheduled deliveries occurring more than once every two weeks
- b. Those locations not served by the designated truck route requiring access for truck parking. Please refer to Section 8-2 (c)(6) of the Palisade Municipal Code for regulation governing truck parking within the corporate limits of the Town of Palisade.

Section 3: Immediately upon adoption of this resolution the Board hereby repeals Resolution 2006-36 and Resolution 2006-42, provided however such repeal shall not effect the prosecution of any violation occurring prior to the date of this Resolution.

RESOLVED, APPROVED AND ADOPTED this ____ day of _____, 2020.

(Seal)

TOWN OF PALISADE, COLORADO

Greg Mikolai, Mayor

ATTEST:

Town Clerk

EXHIBIT “A”

DESIGNATED TRUCK ROUTE

“Designated Truck Route” shall mean the roads, streets, or highways within the corporate limits of the Town of Palisade, that have been clearly marked with signs with the words “Truck Route” printed thereon; or with any logo, drawing, or other image indicating it is lawful for a “Truck” to drive on the particularly marked road, street or highway. Such signs shall be considered lawfully erected only if such signs have been purchased, manufactured, and/or erected by employees of the Town of Palisade in accordance with their lawful duties.

The Designated Truck Route for the Town of Palisade shall be the following:

- (1.) From Exit 42 at Interstate 70, trucks shall drive south on Elberta Avenue to Highway 6, also known as G Road, Front Street, and West Eighth Avenue.
- (2) From the intersection of Elberta Avenue, and Highway 6, the truck may drive east or west onto Highway 6. If the truck turns west, it shall leave the limits of the Town of Palisade without using any public streets or roads, except as provided in sub-section (a). If the truck turns east bound at the aforementioned intersection, the truck shall follow truck route markers to Iowa Avenue, which turns left, or north from Highway 6. The truck shall follow the designated truck route markers to locate the particular address to which it may be making a delivery.
- (3) From Exit 44 on Interstate 70, trucks may use Highway 6 west bound to enter the corporate limits of the Town of Palisade after crossing the Colorado River while west bound. Upon entering the Town of Palisade, the truck shall follow the designated truck route markers to Iowa Avenue, which turns north, and locate the address to which it is making a delivery.
- (4) From Exit 44 on Interstate 70, trucks with lighter weight loads shall use North River Road to enter the Town of Palisade. Trucks accessing the downtown area may do so by continuing onto Third Street
- (5) Trucks entering the corporate limits of the Town of Palisade from the west, while driving east on Highway 6 from unincorporated Mesa County, shall follow the designated truck route markers to Iowa Avenue. Trucks that are passing through the Town may do so by continuing east on Highway 6.
- (6) Trucks entering the Town’s Downtown via Iowa Avenue to access business locations, shall continue onto Third Street. Trucks shall be able to access additional business locations using Peach Avenue.
- (7) Trucks exiting the Town of Palisade, shall utilize the truck route leaving Town Limits. Trucks shall not use any public streets or roads outside of the truck route, except as provided in sub-section(a).

EXHIBIT “B”

TRUCK ROUTE MAP

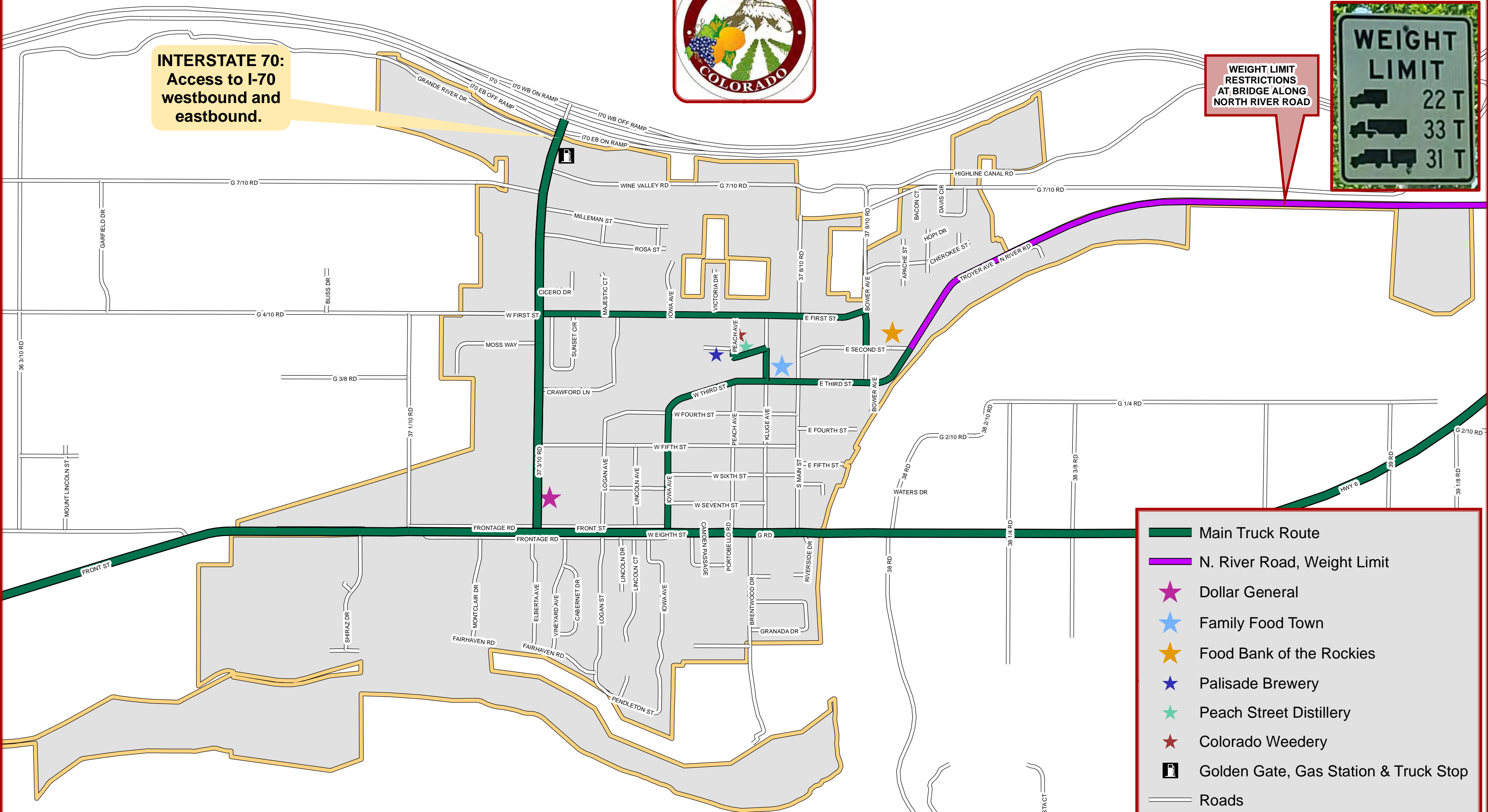


TOWN OF PALISADE TRUCK ROUTE



INTERSTATE 70:
Access to I-70
westbound and
eastbound.

**WEIGHT LIMIT
RESTRICTIONS
AT BRIDGE ALONG
NORTH RIVER ROAD**



Main Truck Route

N. River Road, Weight Limit

Dollar General

Family Food Town

Food Bank of the Rockies

Palisade Brewery

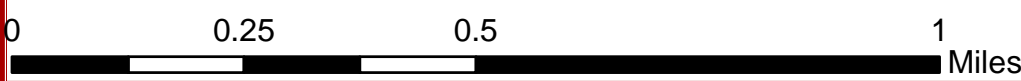
Peach Street Distillery

Colorado Weedery

Golden Gate, Gas Station & Truck Stop

Roads

Town Limits



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PALISADE BOARD OF TRUSTEES

Agenda Item Cover Sheet

Meeting Date: SEPTEMBER 22ND, 2020

Presented By: ALLYSON SHELLHORN, COMMUNITY DEVELOPMENT DIRECTOR

Department: COMMUNITY DEVELOPMENT DEPARTMENT

Re: REQUEST FOR APPROVAL OF A VARIANCE FOR 6' FENCE HEIGHT
LOCATED AT THREE RESIDENCES AT FIRST STREET AND
ELBERTA

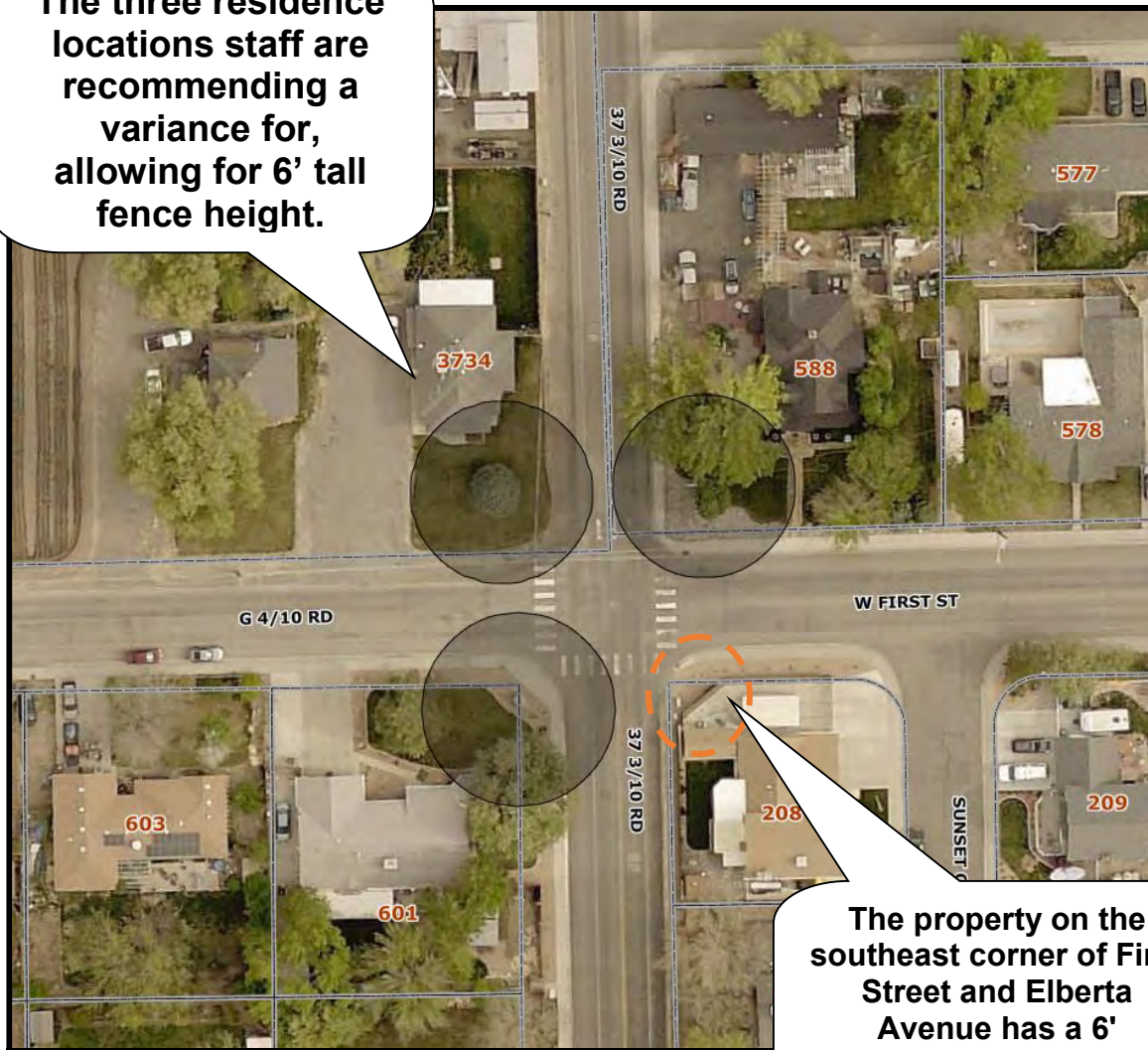
SUMMARY:

Staff has presented an updated truck route for approval from the Board of Trustees. Due to the high traffic at this intersection because it is the 'gateway' into town, staff is asking that the three properties located at First Street and Elberta Avenue be granted a variance to allow for a 6' tall fence at the corner of the intersections. The fence would include 5' setbacks and shall comply with visibility triangle requirements. Staff is also asking the Board of Trustees waive the associated fees for a variance application. The fence can increase privacy along the truck route for residents and the community.

DIRECTION:

The residential properties at First Street and Elberta Avenue be granted a variance to allow for a 6' tall fence for added privacy measures due to the higher level of traffic in the area. Residences shall still comply with the 5' setbacks and visibility triangle as required by code.

The three residence locations staff are recommending a variance for, allowing for 6' tall fence height.



The property on the southeast corner of First Street and Elberta Avenue has a 6' fence and includes the visibility triangle.

Staff is asking that the residential properties at First Street and Elberta Avenue be granted a variance to allow for a 6' tall fence with a 5' setback. The fences shall still comply with the visibility triangle as required by code. The reason for this request is to add privacy for the properties at this Palisade intersection that has a higher volume of traffic since this area is used as the gateway to Town.

The three properties to allow for a variance with the fees waved are:

- 3734 G 4/10 Road
- 601 W First Street
- 588 W First Street



PALISADE BOARD OF TRUSTEES
Agenda Item Cover Sheet

Meeting Date: SEPTEMBER 22ND, 2020

Presented By: ALLYSON SHELLHORN, COMMUNITY DEVELOPMENT DIRECTOR

Department: COMMUNITY DEVELOPMENT DEPARTMENT

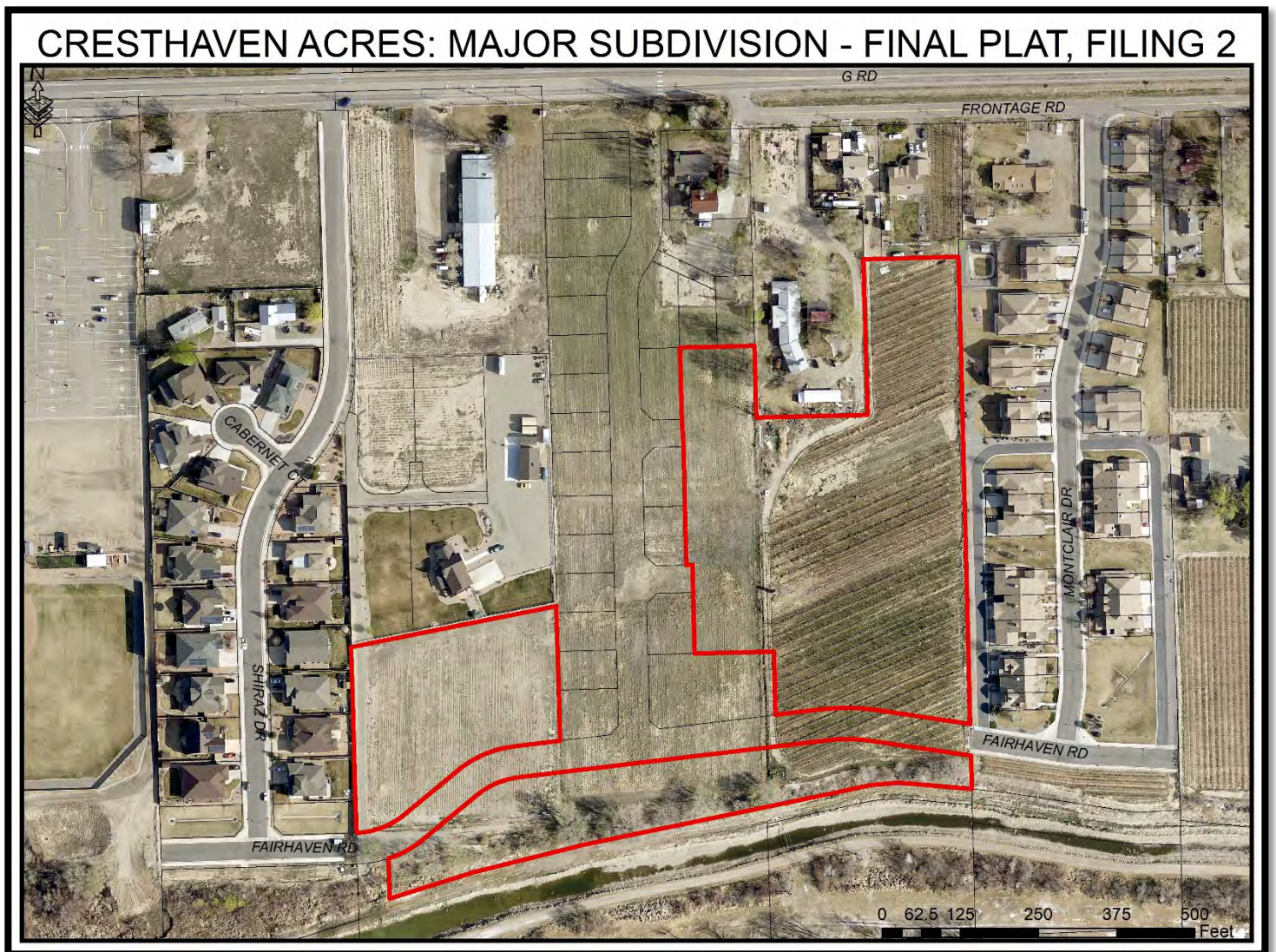
Re: RESOLUTION 2020-21, A RESOLUTION TO APPROVE A MAJOR
SUBDIVISION – FINAL PLAT, FILING 2 FOR CRESTHAVEN ACRES
AS APPLIED FOR BY CHRONOS PROPERTY, LLC

RESOLUTION 2020-21: A RESOLUTION TO APPROVE A MAJOR SUBDIVISION - FINAL PLAT, FILING 2 FOR CRESTHAVEN ACRES AS APPLIED FOR BY CHRONOS PROPERTY, LLC

SUMMARY

Staff has received an application for the second filing of the Cresthaven Acres major subdivision – final plat. On May 7th, 2020, the Planning Commission approved the major subdivision – preliminary plat for the entire major subdivision application. Once the preliminary plat was approved, the applicant was able to move forward with the final plat phase as required by the Land Development Code. The final plat was submitted in two filings. Filing 1 was presented to the Board of Trustees on October 9th, 2020 via Resolution 2018-57. The Filing 1 for the final plat was approved by the Board of Trustees.

Filing 2 was submitted to staff and sent to review agencies. Filing 2 is being presented to the Board of Trustees on September 22nd, 2020 at their public hearing. Staff is asking the Board of Trustees to consider Resolution 2020-21 to approve a major subdivision – final plat, filing 2 for Cresthaven Acres; granting acceptance of public dedications with the subdivision, and approving the Subdivision Improvements Agreement.



SITE INFORMATION

The Cresthaven Acres Subdivision includes an area of approximately 22 acres encompassed by four individual parcels. The site extends from the Palisade Vineyards Subdivision on the west side to the Montclair Subdivision on the east side. Upon full build-out, the subdivision will include a total of 71 single family residential lots. Land along the southern perimeter is primarily bounded by the Grand Valley Canal.

The land is zoned MDR Medium Density Residential that permits a density of seven dwelling units per acre, and a minimum lot size of 5,000 square feet. The subdivision, as approved by the preliminary plat, would be developed at a lower density of approximately three units to the acre and an average lot size of approximately 8,200 square feet, not including the largest lot of 1.56 acres upon which an existing house is located. Although the largest lots are concentrated towards the western boundary, the lot sizes generally vary between approximately 5,800 square feet to greater than 9,000 square feet.

The residential lots, as approved, are arranged along two primary street segments that include the extension of Fairhaven (Rodeo) Road to connect to the existing alignment to the east and west, and a central north/south road (Rupp Avenue) that will connect to Highway 6 (Eighth Street) to the north. Twenty-seven of the lots will have direct frontage on both of these streets. At least twenty-five of the lots will be designed along an internal loop road extending eastward from the north/south road. The subdivision is also designed with three private shared driveways, each of which will provide access for four lots. Finally, a total of seven lots will access a shared loop lane near the southwest corner of the site.

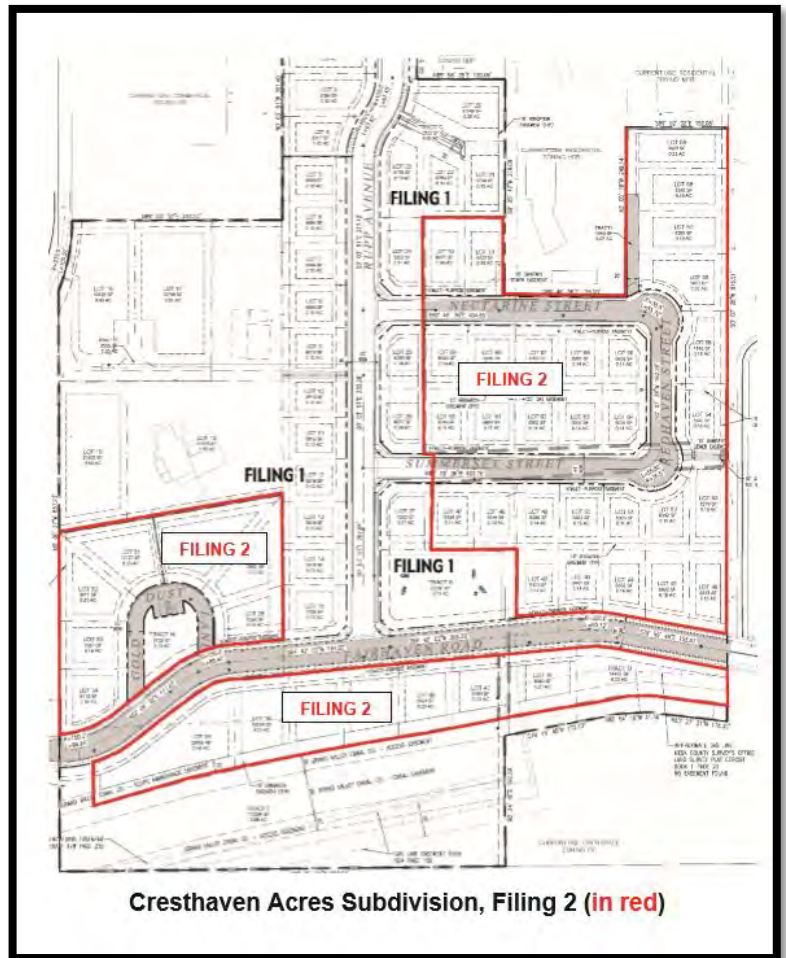
LAND DEVELOPMENT CODE

The process for major subdivisions, such as the Cresthaven Acres Subdivision, is generally a two-step process, whereby the applicant submits a Preliminary Plat or a set of drawings of preliminary plans, followed by submittal of a Final Plat for all of the subdivision or a series of final plats for individual phases. Upon staff review of the preliminary plat, a public hearing is scheduled with the final decision maker for the consideration of the submission.

The approved preliminary plat is valid for 12 months unless extensions are requested by the applicant and approved by the Planning Commission for no more than two one-year periods. If the subdivision is proposed in phases, as this subdivision is, a final plat must be submitted for the first phase within the year after approval of the Preliminary Plat. A final plat must then be submitted for each phase as each stage is developed. All phases of an approved preliminary plat must be submitted for final plat approval within three years unless approval for extension beyond three years has been granted by the Town Board. The applicant has complied with the time frames set forth under the major subdivision land development process. The final plat must be consistent with the preliminary plat approval and must comply with all of the development standards of the Land Development Code.

School Land Dedication Fees

The Town notified the Mesa County School District 51 of the addition of 71 residential lots for this subdivision. Because no dedication is required for future school land, as a part of this subdivision, the developer will pay a fee in the amount of



\$920 per residential lot. The fee, which is in lieu of dedication of land, will be passed on to the School District, as per Section 9.12 of the Land Development Code.

Transportation Impact Fees

Under Section 10.11 of the Land Development Code, a Transportation Impact Fee (TIF) is required for impact-generating development to bear a proportionate share of the cost of improvements to the Town's street system. The TIF required for Cresthaven Acres is included in the SIA, and is to be paid in the amount of \$2,554 per lot. In total, the fee would generate \$181,334. The Board of Trustees established the TIF as a method for recovering the costs of improvements for the Town's streets.

Open Space Fees

In accordance with Section 9.13 of the Palisade Land Development Code, a developer of any residential development of ten or more lots or dwelling units shall dedicate 10% of the gross acreage of the property or the equivalent of 10% of the value of the property. The Subdivision Improvement Agreement established a fee in lieu of land dedication for open space as approved by the Town Board of Trustees. The fee in lieu of land dedication shall be paid per filing and totals \$171,000.

The central detention facility (Tract E) will have a pedestrian trail constructed around the perimeter of the tract and is being constructed as part of Filing 1 improvements. The detention facility is in a tract that the Home Owners' Association will own and maintain.

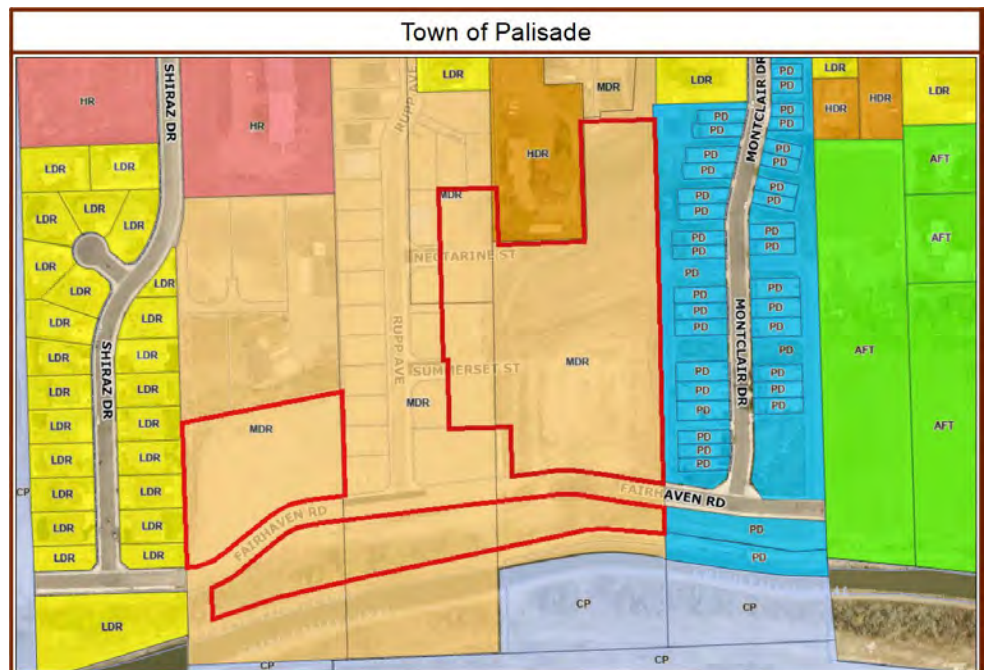
Developer conveyed 2.55 acres of land to the Town shown as Tract F. Tract F, located on the south side of Fairhaven Road and includes the Grand Valley Canal, was dedicated to the Town of Palisade as part of Filing 1. Dedication of this land has allowed the Town of Palisade to include this property in the Riverbend Park, located on the south side of the Grand Valley Canal.

Major Subdivision – Final Plat Approval Criteria

Final plats shall be approved when the following conditions exist:

a. Consistency with the adopted plans and policies of the Town;

The request is appropriate and consistent with the Town's Comprehensive Plan. All of the twenty-two acres of land were zoned as Medium Density Residential in anticipation the site would develop as a unified subdivision. Prior to the current proposal, the land was designated as AFT Agriculture Forestry Transitional, Medium Density Residential and Low Density Residential. Preliminary approval was granted in 2006 for more than 30 townhome lots at the center of the site. Although Rodeo Road establishes connections for all of the subdivisions, as was the intent of the Comprehensive Plan, land on either side of the townhomes would have developed independently. The current proposal establishes a cohesive subdivision with shared common areas and connections, in keeping with future land uses in the adopted plan.



b. The plat substantially complies with the approved preliminary plat;

The Final Plat substantially complies with all elements of the approved preliminary plat that was reviewed and approved by Planning Commission Resolution 2018-01 on May 7, 2018. The only difference between the preliminary plat and the final plat is a revision to the filings that will be constructed. Filing 1 was revised to include Tracts E, F and G as well as the four lots that take access from Shiraz Drive on the west side of the site. Filing 2 will complete the development.

c. The plat complies with the standards of Article 9, Subdivision Regulations, and the other applicable requirements of the Land Development Code;

The plat associated with filing two complies with all standards under Land Development Code's subdivision regulations. The major subdivision has complied with all other applicable regulations. The major subdivision was approved under a preliminary plat phase. The final plat has complied with all standards of Medium Density Residential zoning. The application has also complied with all required landscaping and design standards.

All future construction of roads will be the responsibility of the developer and will be inspected to ensure compliance with requirements for pavement marking, traffic control devices, street signs, and street naming and numbering conventions.

d. New and residual parcels will conform to the requirements of the Land Development Code and other applicable regulations;

All new and residual parcels shall conform with the requirements of the Land Development Code and other applicable regulations. All new and residual parcels shall be required to conform to Medium Density Residential standards under the site plan process. All parcels as proposed meet the minimum size and width requirements of MDR zoning. Any structures shall conform to building setback requirements and height limits outlined in the Land Development Code.

e. All necessary right-of-way has been offered for reservation or dedication; and

Filing 2 contains streets that will be offered for dedication to the Town of Palisade as public streets and one private loop lane that will be owned and maintained by the Home Owners Association (Gold Dust Lane). All remaining rights-of-way will be offered for dedication to the Town of Palisade with the Filing 2 plat with the exception of the loop lane known as Gold Dust Lane. A 14-foot multi-purpose easement is designated for the lots to accommodate the placement of future utilities.

f. All necessary drainage easements have been provided.

All necessary drainage easements have been designed to meet the requirements of the LDC and are located where appropriate and needed. The easements are illustrated on the Plat provided by the applicant.

RECOMMENDATION

Per section 3.07 of the Palisade Land Development Code, for any application subject to a final decision by the Board of Trustees, the Community Development Director shall prepare a written staff report and include a recommendation on the proposed application. Staff is asking the Board of Trustees to review the application and make a final decision on the second filing for Cresthaven Acres major subdivision, final plat. Based on the previously approved preliminary plat, and the above findings of fact, staff is recommending approval of the submitted application.

ATTACHMENTS

- Letter of Intent
- Cresthaven Acres, Major Subdivision – Final Plat, Filing 2
- Resolution 2020-21
- Subdivision Improvement Agreement

**Letter of Intent
for
Cresthaven Acres**

Date: December 4, 2019

Prepared by: Robert W. Jones II, P.E.
Vortex Engineering and Architecture, Inc.
861 Rood Avenue
Grand Junction, CO 81501
(970) 245-9051
VEI# F17-058

Submitted to: Town of Palisade
Community Development and Planning Department
175 East Third Street
Palisade, CO 81526

Land Use Request: Major Subdivision-Final Plat, Filing 2

Owner: Chronos Property, LLC
Cody Davis
637 25 Road
Grand Junction, CO 81505

Property Address: 3701 ½ G Road and two parcels with no assigned addresses
Palisade, CO 81526

Tax Schedule No: 2941-032-21-100 (no assigned address)
2941-032-21-101
2941-032-21-102 (no assigned address)

1. Project Intent

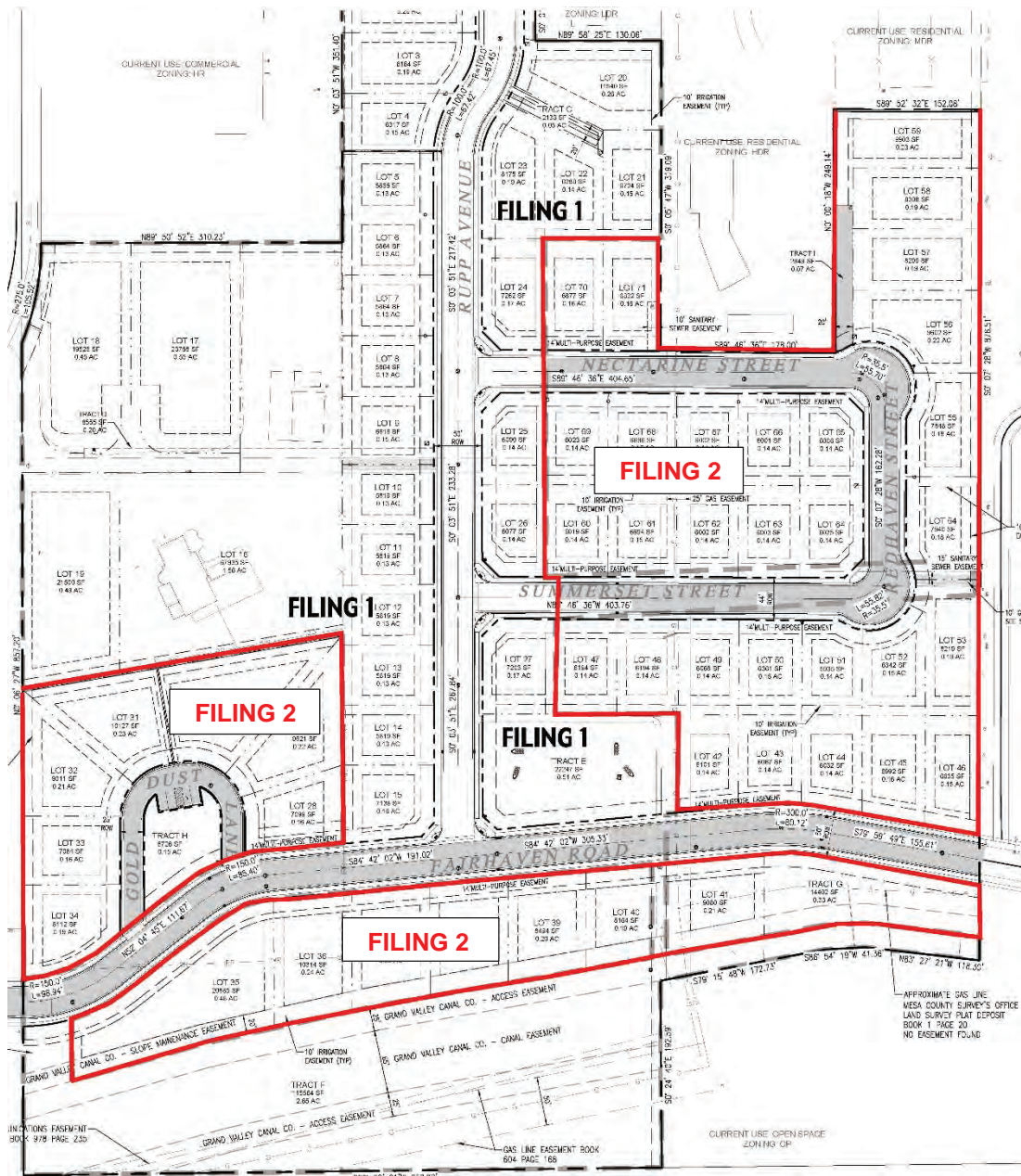
This application is made to request review and approval of a Major Subdivision-Final Plat for property located at 3701 ½ G Road, known as Cresthaven Acres, Filing 2. This application is based on a Preliminary Plan approved on May 7, 2018 by the Palisade Planning Commission (Resolution 2018-01) for a single family residential subdivision of 71 lots known as Cresthaven Acres, to be constructed in two filings.

2. Project Background and Description

The subject property is located at 3701 ½ G Road and includes two parcels with no assigned address. The site encompassing Filing 2 is approximately 10.02 acres with frontage on Rupp Avenue and Fairhaven Road (formerly known as Rodeo Road). The site is bounded by multi- and single-family residential uses and commercial land use to the north, the Palisade Vineyard Subdivision to the west, the Montclair Subdivision to the east and the Grand Valley Mainline Canal and Riverbend Park to the south. Filing 2 will complete construction of the Cresthaven Acres subdivision.



Rupp Avenue, constructed as part of Filing 1 improvements, provides access to Filing 2 from Hwy 6/G Road south to Fairhaven Road. Right-of-way for Fairhaven Road was dedicated to the Town of Palisade with Filing 1 improvements. Filing 2 is shown below as Lots 100, 101 and 102 on the plat below.



Cresthaven Acres Subdivision, Filing 2 (in red)

Legal Descriptions

The legal description for **2941-032-21-100** is:

LOT 100 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 5.75AC

The legal description for **2941-032-21-101** is:

LOT 101 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 1.85AC

The legal description for **2941-032-21-102** is:

LOT 102 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 2.05AC

Access and Traffic

Access is provided from Rupp Avenue which runs north-south from Hwy 6/G Road to Fairhaven Road. Fairhaven Road runs east-west and will connect the development to Shiraz Drive to the west and to Montclair Drive to the east. A Traffic Impact Study has been conducted for the site and is included with this application. Please see the TIS for detailed information regarding traffic related impacts and improvements that have been constructed as part of Filing 1.

Irrigation

An Irrigation Report has been prepared for the subject property which identifies the source of irrigation water and the design of the irrigation system for the development. Please see the Irrigation Report which is included with this application for detailed information.

Soils, Drainage and Grading

A Geotechnical and Geologic Hazards Investigation, dated April 4, 2018, has been included with this application and contains detailed information regarding the soils, drainage and potential for geological hazards on this site. The purpose of the investigation was to evaluate the surface and subsurface conditions at the site in regards to geologic hazards, foundation design, pavement design and earthwork for the Cresthaven Acres subdivision. Note that the investigation identifies the development by the previous name of Elevation 4714. The development is currently known as Cresthaven Acres.

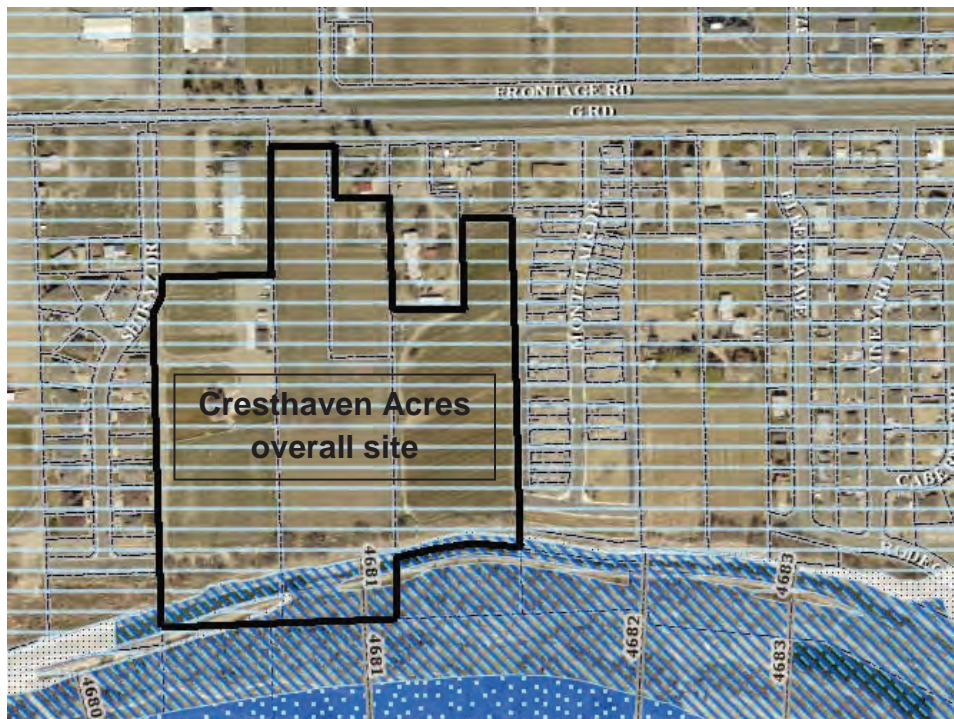
The field investigation consisted of six test pits and two borings (due to the presence of peach trees) over the entire development site for Filings 1 and 2. The test pits and borings generally found clay soils above gravel and cobble soils. Groundwater was not encountered in the subsurface at the time of the investigation. No geologic hazards were identified which would preclude development of this property. The investigation noted that a small portion of the property is located in the 100-year floodplain; however the floodplain does not impact any portion of a lot or right-of-way. Please see the Geotechnical and Geologic Hazards Investigation for more information.

A Final Drainage Report has been prepared for the development site and addresses the stormwater generated by development of the site. Please see the report for specific details and information related to drainage.

Grading for the site has been addressed on the grading plan included with the Final Plat and development plans. Please see the grading plan sheet for more details.

Floodplain and Wetlands

There is a small portion of the site that is impacted by the floodplain. As noted on the map below, the area is located within Flood Zone AE-1% annual chance flood hazard (100 year), Flood Panel No. 0855F. The floodplain does not impact any portion of a lot or the Fairhaven Road right-of-way. The area subject to the floodplain is contained in a tract that has been dedicated to the Town of Palisade (Tract F) and is generally located along the Grand Valley Mainline Canal on the southern end of the site.



Open Space

The central detention facility (Tract E) will have a pedestrian trail constructed around the perimeter of the tract and is being constructed as part of Filing 1 improvements. The detention facility is in a tract that the HOA will own and maintain.

Tract F, located on the south side of Fairhaven Road and includes the Grand Valley Canal, was dedicated to the Town of Palisade as part of Filing 1. Dedication of this land has allowed the Town of Palisade to include this property in the Riverbend Park, located on the south side of the Grand Valley Canal.

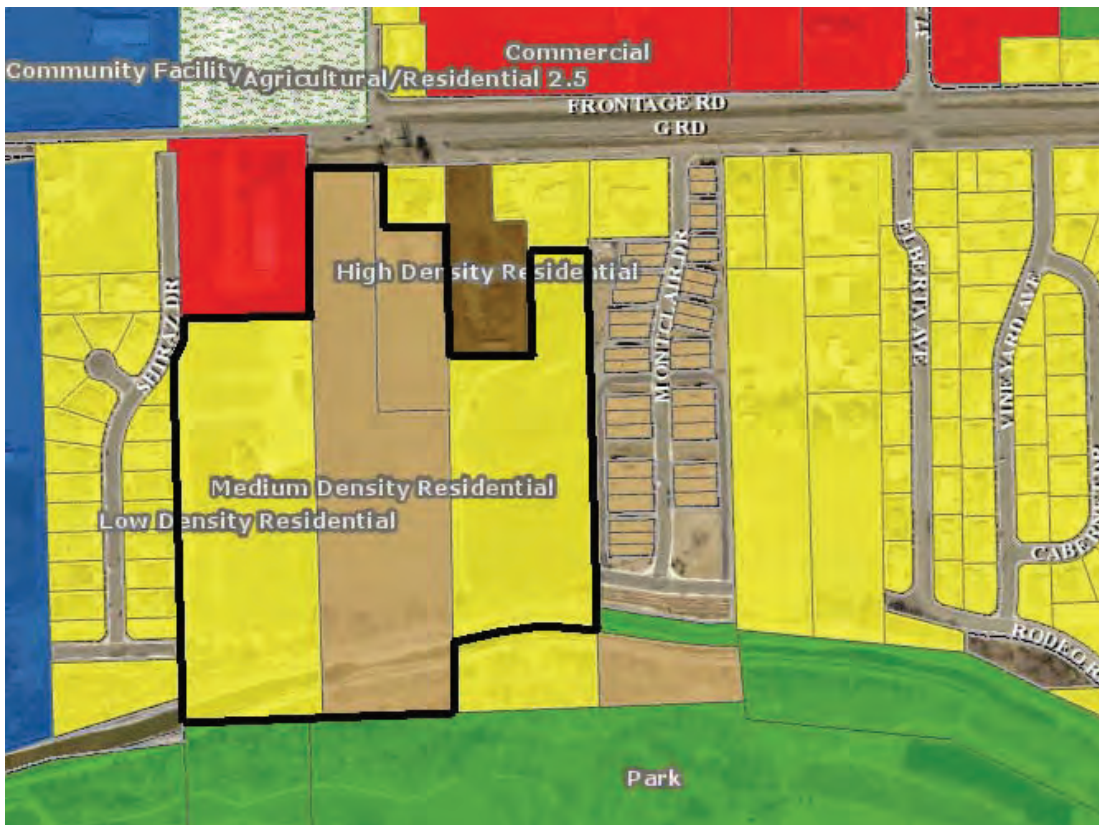
Development Schedule

In accordance with Section 4.05.A.8, the Final Plat for Filing 2 is submitted based on approval of the Preliminary Plat. Construction of Filing 1 improvements are expected to be completed by the end of 2019. Improvements for Filing 2 are anticipated to be completed by the end of 2020.

3. Comprehensive Plan

The Palisade Comprehensive Plan's Future Land Use Map shows the subject property as Low Density Residential and Medium Density Residential. Recent development trends have been medium to high density for single family residential homes in this area, as evidenced by the development of properties to the west and east.

The proposed subdivision is consistent with land use and development at moderate density as anticipated by the Comprehensive Plan.



4. Zoning and Surrounding Areas

The current zoning of the site is Medium Density Residential (MDR), which allows a maximum density of up to seven dwelling units per acre. Filing 2 was approved through the Preliminary

Plan process and meets all dimensional requirements of the MDR zone district, including minimum lot size and building setbacks.

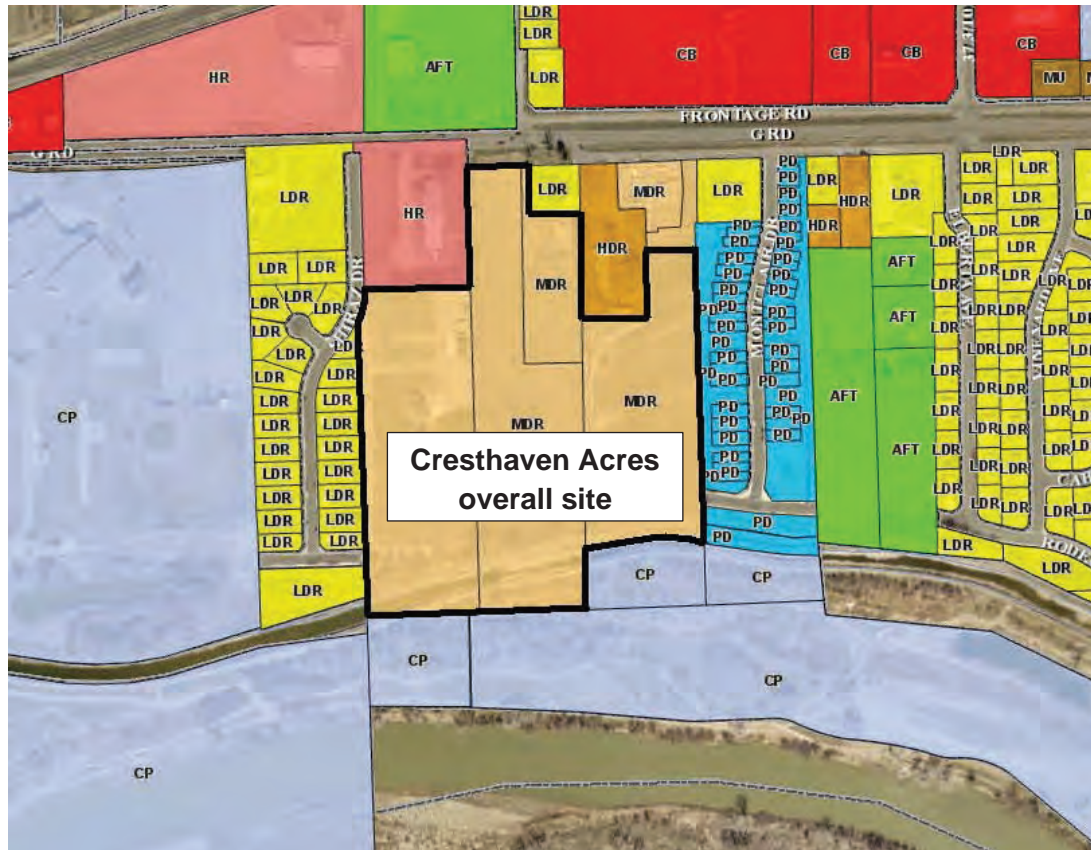
Surrounding area zoning and land uses include:

North – CB (Commercial Business), with commercial land use

South – Park, with Grand Valley Canal and Riverbend Park/open space land uses

West – LDR (Low Density Residential), with single family residential land uses

East – MDR (Medium Density Residential), with vacant or agricultural land uses



5. Public Notice

Public notice for this application is not required in accordance with Section 3.07, Staff Action, of the Palisade Land Use Code. Public notice shall be provided in accordance with Section 3.08 as required when the Development Improvements Agreement is considered by the Board of Trustees.

6. Utility Providers

All required and necessary utilities shall be provided concurrent with development of Filing 2 improvements. Utility providers for the property have the capacity and willingness to serve the development. Public facilities such as medical, schools, parks and public safety are available to serve future development on this site.

Utility providers for the site are as follows:

Sewer: Town of Palisade Sanitary Sewer
Water: Town of Palisade Water
Electric/Gas: Xcel Energy
Police: Town of Palisade Police
Fire: Town of Palisade Fire
Drainage: Grand Valley Drainage District
Irrigation: Palisade Pipes and Lateral (eastern portion of site)

All utilities shall be constructed to current specifications and standards in accordance with the Town of Palisade or the specific utility provider. Please see the appropriate utility plan sheets for detailed information regarding construction of utilities.

Potable Water

There is an existing 8" water main in Fairhaven Road, both east and west of the new development. New 8" water lines will be extended throughout Filing 2 and will be connected to the existing lines. The 8" lines will be used for domestic water as well as fire protection.

Sewer

There is an existing 8" sanitary sewer line that runs in an east-west alignment through the middle of the project. This line will be re-aligned slightly to be placed within public rights-of-way to allow development of the residential lots. New 8" sewer lines have been installed to provide sanitary sewer service to the new lots in Filing 1 and will be extended as part of Filing 2 improvements.

There is a portion of the south end of the property that drains to an existing lift station located at the west Fairhaven Road connection. This southern portion of the site is unable to drain by gravity to the east-west sewer running through the site, but sewer has been addressed using the lift station.

A portion of the original east-west sewer easement will be vacated which will not be needed when lots are connected to the new sewer line. The vacation will be processed under a separate development application through the Town of Palisade as part of the Filing 1 improvements. A Pre-Application meeting was held on November 20, 2019 with planning staff to initiate the easement vacation application. A similar application will be filed with planning staff for the last portion of the existing sewer easement that connects an apartment complex north of the development site to the sewer line in Filing 2. The abandoned sewer line will be removed when the new sewer line has been constructed in Filing 2.

7. Approval Criteria

Palisade Land Development Code, Sec. 4.05.B.3, Major Subdivision-Final Plat

A Final Plat shall be approved by the Community Development Director when the following conditions exist:

a. Consistency with the adopted plans of the Town;

Response: The proposed development is consistent with the Palisade Comprehensive Plan, the Land Development Code and other related development regulations. The property is zoned MDR which supports the Comprehensive Plan. All lots, streets and infrastructure are designed to meet the requirements of the Palisade Land Development Code bulk standards as well as current construction specifications and standards.

This criterion has been met.

b. The plat substantially complies with the approved preliminary plat.

Response: The Final Plat substantially complies with all elements of the approved preliminary plat that was reviewed and approved by Planning Commission Resolution 2018-01 on May 7, 2018. The only difference between the preliminary plat and the final plat is a revision to the filings that will be constructed. Filing 1 was revised to include Tracts E, F and G as well as the four lots that take access from Shiraz Drive on the west side of the site. Filing 2 will complete the development.

This criterion has been met.

c. The subdivision meets all required specifications of Article 9, Subdivision Regulations, and other applicable requirements of this LDC.

Response: The Final Plat meets all required specifications of Article 9, Subdivision Regulations, including provisions related to access, street design, utilities and open space. The subdivision meets all applicable requirements of the LDC.

This criterion has been met.

d. New and residual parcels will conform to the requirements of this LDC and other application regulations.

Response: All new parcels conform to the bulk and dimensional standards of the MDR zone district and all other standards and specifications of the LDC. Lot area and width for all new lots meet the MDR standards. All structures shall conform to the building setback requirements and height limitations of the MDR zone district.

This criterion has been met.

e. All necessary right-of-way has been offered for reservation or dedication; and

Response: Filing 2 contains streets that will be offered for dedication to the Town of Palisade as public streets and one private loop lane that will be owned and maintained by the Home Owners Association. All remaining rights-of-way will be offered for dedication to the Town of Palisade with the Filing 2 plat with the exception of the loop lane known as Gold Dust Lane.

This criterion has been met.

f. All necessary drainage easements have been provided.

Response: All necessary drainage easements have been designed to meet the requirements of the LDC and are located where appropriate and needed.

This criterion has been met.

Conditions of Preliminary Plan Approval

The Planning Commission approved the Preliminary Plan on May 8, 2018, subject to the following conditions:

1. The preliminary Development Improvements Agreement (DIA) must be completed and reviewed by staff prior to Final Plat approvals.

Response: Exhibit B, Improvement Cost Estimates, has been included with this application for review and approval by staff. The fully executed DIA shall be provided prior to recordation of the final plat.

2. Homeowners' Declaration and Covenants shall be reviewed and accepted by staff prior to Final Plat approvals.

Response: Draft CC&Rs have been included with this application for staff's review. The fully executed CC&Rs shall be provided prior to recordation of the final plat.

3. All of the Engineer's comments and any other outstanding review comments included with this report must be adequately addressed with the final plat submittal.

Response: All review comments have been addressed with the final plat application, or will be addressed through the review and comment process with staff and the various agencies providing review comments.

4. Any changes that result in major modifications as per Section 4.05E of the Town of Palisade Land Development Code shall be submitted and processed as new applications.

Response: This condition is acknowledged.

5. The applicant shall obtain the necessary access permits from CDOT.

Response: The applicant worked diligently with CDOT to obtain the necessary access permits that were required with Filing 1; there are no CDOT permits required for Filing 2.

8. Conclusion

After demonstrating compliance with the Palisade Comprehensive Plan, Land Development Code and approval criteria, the applicant respectfully requests approval of the Final Plat for Cresthaven Acres, Filing 2 subdivision.

9. Limitations/Restrictions

This report is a site-specific report and is applicable only for the client for whom our work was performed. The review and use of this report by the Town of Palisade, affiliates, and review agencies is fully permitted and requires no other form of authorization. Use of this report under other circumstances is not an appropriate application of this document. This report is a product of Vortex Engineering, Inc. and is to be taken in its entirety. Excerpts from this report when taken out of context may not convey the true intent of the report. It is the owner's and owner's agent's responsibility to read this report and become familiar with

recommendations and findings contained herein. Should any discrepancies be found, they must be reported to the preparing engineer within 5 days.

The recommendations and findings outlined in this report are based on: 1) The site visit and discussion with the owner, 2) the site conditions disclosed at the specific time of the site investigation of reference, 3) various conversations with planners and utility companies, and 4) a general review of the zoning and transportation manuals. Vortex Engineering, Inc. assumes no liability for the accuracy or completeness of information furnished by the client or municipality/agency personnel. Site conditions are subject to external environmental effects and may change over time. Use of this report under different site conditions is inappropriate. If it becomes apparent that current site conditions vary from those reported, the design engineering should be contacted to develop any required report modifications. Vortex Engineering, Inc. is not responsible and accepts no liability for any variation of assumed information.

Vortex Engineering, Inc. represents this report has been prepared within the limits prescribed by the owner and in accordance with the current accepted practice of the civil engineering profession in the area. No warranty or representation either expressed or implied is included or intended in this report or in any of our contracts.

FINAL PLAT

CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924
Located in LOT 4, SEC. 3, T1S, R2E, U.M.
Town of Palisade, County of Mesa, State of Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that, Chronos Property, LLC is the owner of record of that real property situate in Lot 4, Section 3, Township 1 South, Range 2 East, Ute Meridian, Town of Palisade, County of Mesa, State of Colorado, the ownership of which is demonstrated under Reception Nos. 2827561, 2824260, 2828051 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

Lot 100, 101 and 102, Cresthaven Acres Filing 1, as recorded under Reception No. 2872924 That said owners do hereby dedicate and set apart real property as shown and labeled on the Plat shown hereon as follows:

All streets, roads and Rights-of-Way are dedicated to the Town of Palisade for the use of the public forever.

All multipurpose easements to the Town of Palisade for the use of Town approved utilities and public providers as perpetual, non-exclusive easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary wastewater lines, storm sewer, water lines, telephone and telecommunications lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees and grade structures.

Tracts and Irrigation, Drainage and Water Easements to be conveyed by separate instrument.

All easements include the right of ingress and egress, on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

Said owner hereby acknowledges that all lienholders or encumbrancers, if any, associated with the interests of this Plat have been represented hereon.

Said owner does subscribe hereunder this ____ day of _____, A.D. 2020

Chronos Property, LLC
Member, Cody Davis

STATE OF COLORADO)
COUNTY OF MESA) ss.

On this ____ day of _____, A.D. 2020, before the undersigned officer, personally appeared Cody Davis, Member of Chronos Property, LLC and acknowledged that he executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires: _____

Notary Public

TITLE CERTIFICATE

Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, does hereby certify that I have examined the title to all lands shown on this Plat and that title to such lands is vested in CHRONOS PROPERTY, LLC, free and clear of all liens, taxes and encumbrances, except as follows:

EXECUTED this ____ day of _____, A.D. 2020.

Title Examiner/Officer

SUBORDINATION OF LIENHOLDERS

Timberline Bank, being the holder of a promissory note secured by a Deed of Trust dated JANUARY 16, 2018, recorded JANUARY 16, 2018 at Reception No. 2827562 and 2827563 and a Deed of Trust dated, DECEMBER 13, 2017, recorded JANUARY 29, 2018 at Reception No. 2828847 and 2860564 in the office of the Clerk and Recorder of Mesa County, Colorado, hereby consents to the subdivision of the lands set forth in this Final Plat, and subordinates the lien represented by the aforesaid Deed of Trust to the dedications, restrictions, covenants and conditions shown on this Final Plat.

By: _____
Lienholder

STATE OF COLORADO)
COUNTY OF MESA) ss.

The foregoing was acknowledged before me this ____ day of _____, A.D. 2020

by _____ as _____ of _____

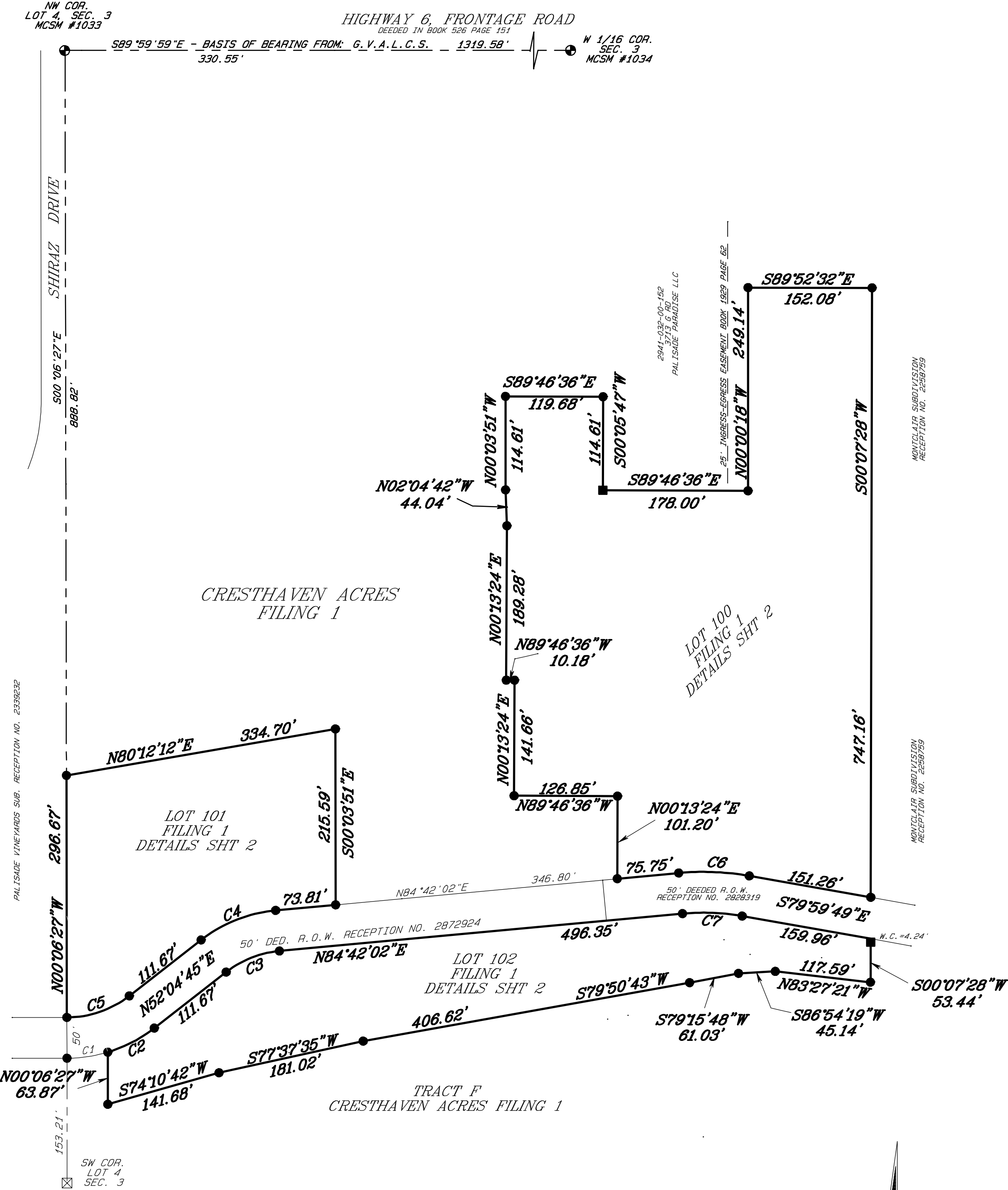
Witness my hand and official seal: _____
Notary Public

My commission expires: _____

COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

This Plat approved by the Town of Palisade Community Development Director the ____ day of _____, A.D., 2020.

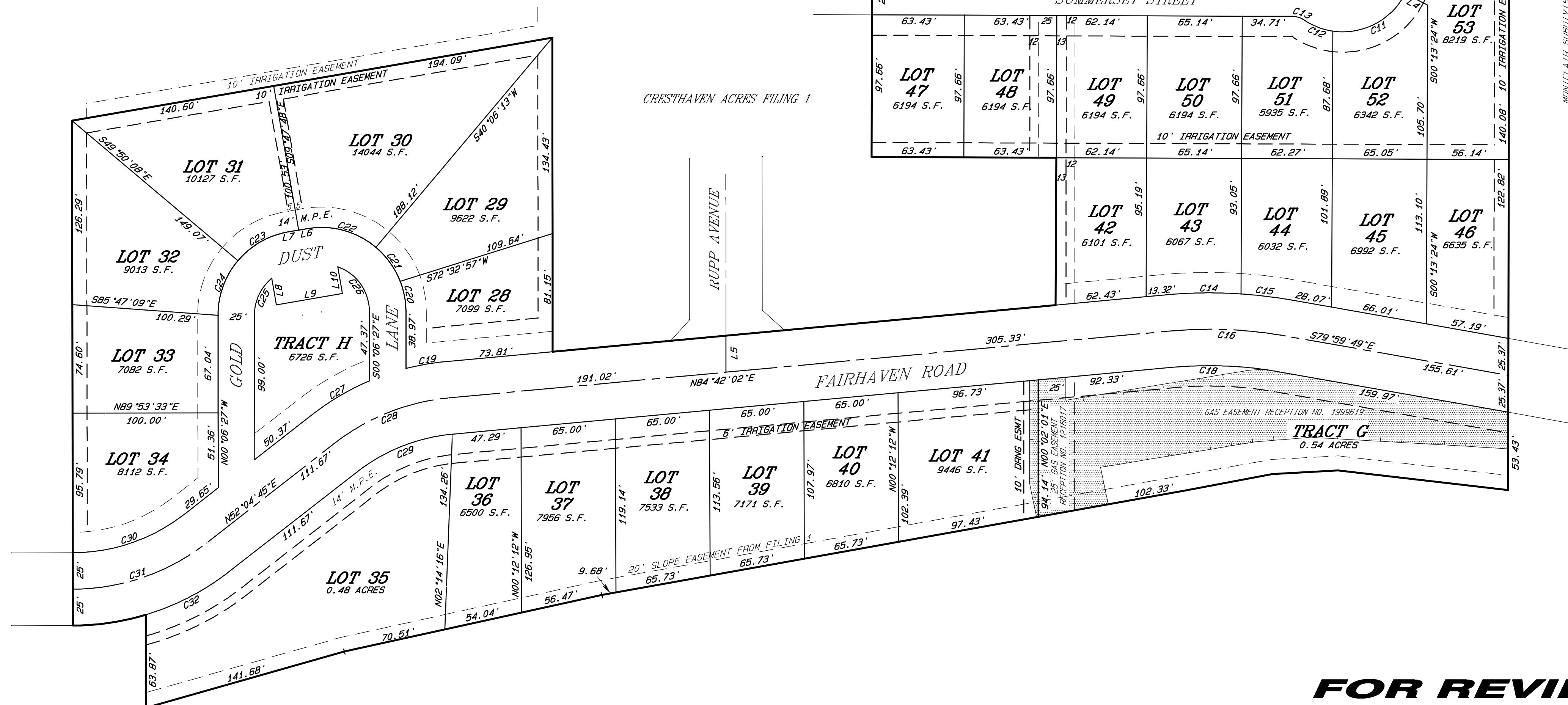
Chairman



FINAL PLAT
CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924
Located in LOT 4, SEC. 3, T1S, R2E, U.M.
Town of Palisade, County of Mesa, State of Colorado

L/C	DELTA	ARC/TANG	RADIUS	CHORD	CHORD BEARING
L1		3.09'			S89°46'36"E
C1	33°51'35"	7.98'	13.50'	7.86'	N73°17'36"E
C2	12°37'25"	10.58'	48.00'	10.55'	N62°40'31"E
C3	92°18'32"	77.33'	48.00'	69.24'	S64°51'31"E
C4	62°41'18"	44.14'	48.00'	42.60'	S07°38'24"W
C5	33°51'35"	7.98'	13.50'	7.86'	S17°03'15"W
C6	89°54'04"	55.70'	35.50'	50.16'	S44°49'34"E
L2		26.97'			S44°49'34"E
C7	90°05'56"	55.82'	35.50'	50.25'	S45°10'26"W
L3		26.98'			S45°10'26"W
C8	33°54'17"	7.99'	13.50'	7.87'	S16°59'41"E
C9	28°10'11"	23.60'	48.00'	23.36'	S19°41'44"E
C10	32°41'00"	27.38'	48.00'	27.01'	S10°43'52"W
L4		17.33'			S62°55'38"E
C11	71°14'23"	59.68'	48.00'	55.91'	S62°41'34"W
C12	25°48'55"	21.63'	48.00'	21.44'	N68°46'47"W
C13	33°54'17"	7.99'	13.50'	7.87'	N72°49'27"W
C14	9°09'24"	51.94'	325.00'	51.88'	N89°16'44"E
C15	6°08'45"	34.86'	325.00'	34.84'	S83°04'11"E
C16	15°18'09"	80.12'	300.00'	79.89'	S87°38'53"E
C18	15°18'09"	73.45'	275.00'	73.23'	S87°38'53"E
L5		25.10'			N00°03'51"W
C19	9°02'54"	27.64'	175.00'	27.61'	S80°10'35"W
C20	21°02'58"	21.31'	58.00'	21.19'	N10°38'37"W
C21	28°44'32"	29.10'	58.00'	28.79'	N35°32'22"W
C22	49°49'29"	50.44'	58.00'	48.86'	N74°49'23"W
L6		5.91'			S80°15'53"W
L7		7.32'			S80°15'53"W
C23	40°06'51"	40.61'	58.00'	39.78'	S60°12'28"W
C24	40°15'38"	40.76'	58.00'	39.92'	S60°01'13"W
C25	50°32'32"	29.11'	33.00'	28.18'	N65°09'32"E
L8		18.64'			S09°47'48"E
L9		46.00'			N80°12'12"E
L10		18.63'			N09°47'48"W
C26	69°53'35"	40.26'	33.00'	37.81'	S35°04'27"E
C27	14°55'50"	45.60'	175.00'	45.47'	S59°32'40"W
C28	32°37'17"	85.40'	150.00'	84.25'	S68°23'24"W
C29	32°37'17"	71.17'	125.00'	70.21'	S68°23'24"W
C30	37°47'11"	82.44'	125.00'	80.95'	S70°58'20"W
C31	37°47'27"	98.94'	150.00'	97.15'	S70°58'29"W
C32	21°11'30"	64.73'	175.00'	64.36'	S62°40'30"W
L11		20.00'			S89°52'32"E



PLAT NOTES

There is a 14' Multipurpose Easement along all dedicated right-of-way.

All other easements shown are Irrigation and Drainage Easements, unless specifically labeled.

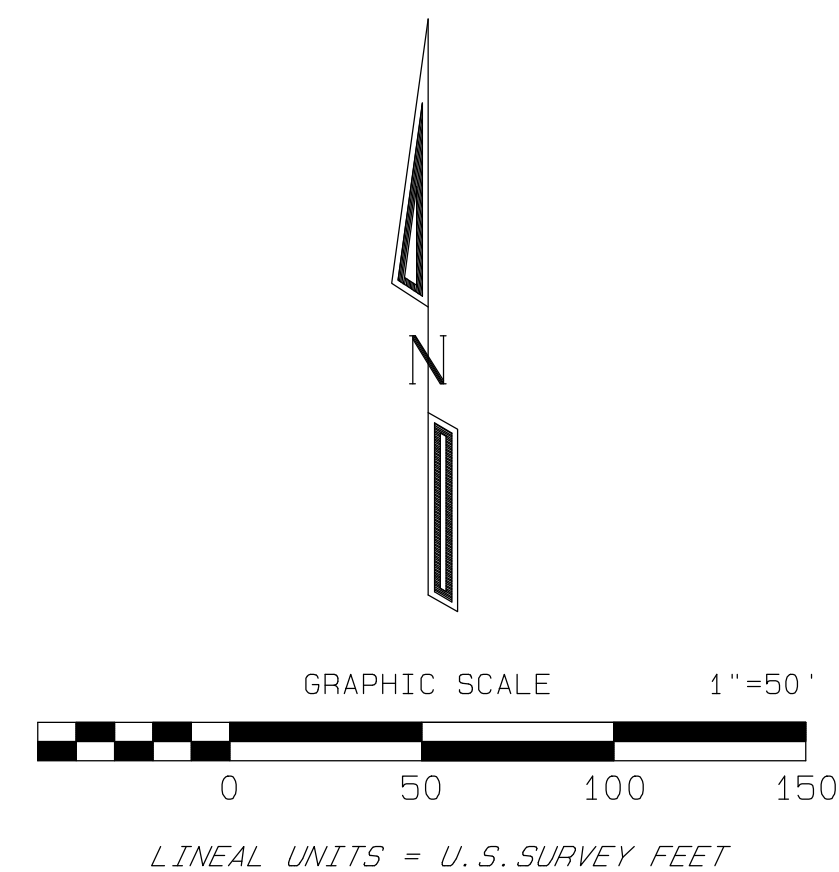
All lots that are accessed by shared driveways will provide 4 onsite parking spaces.

NOTICE: According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of this certification/statement shown hereon.

- LEGEND & ABBREVIATIONS**
- FOUND MESA COUNTY SURVEY MARKER
 - ⊗ FOUND BLM ALUMINUM CAP
 - FOUND #5 REBAR N/1" RED PLASTIC CAP STAMPED MOUNTAIN SURVEYING LS 24943
 - ▲ FOUND #5 REBAR N/1" YELLOW PLASTIC CAP STAMPED LS 14113
 - FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED LS 18469
 - △ FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED LS 29419
 - FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED VISTA LS 19397
 - ⊗ FOUND 2.5" ALUMINUM CAP STAMPED LS 29419
 - FOUND BENT #5 REBAR, REPLACED, ADDED 2" ALUMINUM CAP STAMPED LS 20677
 - ⊗ SET #5 REBAR N/3" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
 - SET OR FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
 - G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM
 - M.C. = MOUNTAIN COUNTY
 - P.O.B. = POINT OF BEGINNING
 - S.F. = SQUARE FEET
 - ESMT. = EASEMENT

AREA SUMMARY

DEVELOPMENT	1.16 AC./12%
ROADS	7.21 AC./80%
TRACTS	0.76 AC./100%
TOTAL	9.63 AC./100%



FINAL PLAT CRESTHAVEN ACRES FILING 2 LOCATED IN LOT 4, SEC. 3, T1S, R2E, U.M. D H SURVEYS INC. 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8749					
Designed By	M. W. D.	Checked By	E. E. B.	Job No.	198-17-88
Drawn By	TMODEL	Date	NOV. 2019	Sheet	2 OF 2

FOR REVIEW

REVISED 02/05/2020
REVISED 05/28/2020

**TOWN OF PALISADE, COLORADO
RESOLUTION NO. 2020-21**

**A RESOLUTION OF THE BOARD OF TRUSTEES TOWN OF
PALISADE, COLORADO APPROVING THE FINAL PLAT FOR
CRESTHAVEN ACRES SUBDIVISION FILING 2.**

WHEREAS, Chronos Property, LLC (“Developer”) filed an application with the Town of Palisade for approval of the Cresthaven Acres Subdivision containing approximately 22.24 acres establishing seventy-one (71) residential lots; and

WHEREAS, Developer filed an application with the town for Final Plat approval of Filing 2 of Cresthaven Acres Subdivision containing approximately 10.02 acres and 44 residential lots which is described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, on May 7, 2018 after a duly-noticed public hearing and pursuant to Section 4.05(A) of the Town of Palisade’s Land Development Code, the Palisade Planning Commission approved a Preliminary Plat for the Property; and

WHEREAS, on September 8th, 2020 the Palisade Board of Trustees reviewed the Final Subdivision Plat application for the Property and desires to approve the Final Plat and Subdivision Improvements Agreement for Cresthaven Acres Subdivision Filing 2, subject to all terms and conditions set forth herein.

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

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

2. The Final Plat for Cresthaven Acres Subdivision Filing 2 is hereby approved and the land dedications shown thereon are hereby accepted by the Town.

3. The Subdivision Improvements Agreement for Cresthaven Acres Subdivision Filing 2 (“SIA”) is hereby approved and the Mayor and Town Clerk are authorized to execute the SIA on behalf of the Town. The Town’s approval of the the Final Plat for the Property is expressly subject to Developer’s compliance with the terms and conditions of the SIA. Town staff is hereby authorized to amend and finalize the cost estimates of the subdivision improvements appended to the SIA to be secured prior to the recording of the Final Plat. The Town further approves the Escrow Disbursement Agreement to secure Developer’s construction of the subdivision improvements as required by the SIA.

4. Developer shall comply with all of Developer’s representations made in any applications and in statements during the public hearings before the Planning Commission and Town Board of Trustees and they shall be conditions of approval with which Developer shall

Town of Palisade, Colorado
Resolution No. 2020-21

comply unless specifically modified. Developer shall also comply in full with the requirements of the Palisade Land Development Code, including without limitation the requirements of the Town Public Works Manual. Developer shall also comply in full with the Community Development Department's staff report presented to the Town Board of Trustees on the date herewith.

5. The Mayor of the Town is hereby authorized to indicate the Town Board of Trustees approval of the Final Plat for the Property by signing two (2) reproducible copies of the Final Plat. A true and correct copy of the Final Plat shall be deposited with the Town Clerk and shall be available for public inspection at the Clerk's office after being fully executed by the parties.

6. The Town Clerk is hereby directed to file one (1) copy of the Final Plat for the Property and the original of this Resolution in the Office of the Town Clerk.

7. The Town Clerk is hereby further directed to record this Resolution, the SIA and the Final Plat for the Property in the Office of the Clerk and Recorder of Mesa County, and to file one (1) certified copy of the Final Plat and this Resolution with the Mesa County Assessor.

RESOLVED, APPROVED, AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Palisade, Colorado, held on September 8th, 2020.

TOWN OF PALISADE, COLORADO

Greg Mikolai, Mayor

ATTEST:

Town Clerk

EXHIBIT A

The legal description for 2941-032-21-100 is:

LOT 100 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 5.75AC

The legal description for 2941-032-21-101 is:

LOT 101 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 1.85AC

The legal description for 2941-032-21-102 is:

LOT 102 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 2.05AC

Town of Palisade, Colorado
Resolution No. 2020-21

EXHIBIT B

FINAL PLAT

CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924
Located in LOT 4, SEC. 3, T1S, R2E, U.M.
Town of Palisade, County of Mesa, State of Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that, Chronos Property, LLC is the owner of record of that real property situate in Lot 4, Section 3, Township 1 South, Range 2 East, Ute Meridian, Town of Palisade, County of Mesa, State of Colorado, the ownership of which is demonstrated under Reception Nos. 2827561, 2824260, 2828051 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

Lot 100, 101 and 102, Cresthaven Acres Filing 1, as recorded under Reception No. 2872924 That said owners do hereby dedicate and set apart real property as shown and labeled on the Plat shown hereon as follows:

All streets, roads and Rights-of-Way are dedicated to the Town of Palisade for the use of the public forever.

All multipurpose easements to the Town of Palisade for the use of Town approved utilities and public providers as perpetual, non-exclusive easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary wastewater lines, storm sewer, water lines, telephone and telecommunications lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees and grade structures.

Tracts and Irrigation, Drainage and Water Easements to be conveyed by separate instrument.

All easements include the right of ingress and egress, on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

Said owner hereby acknowledges that all lienholders or encumbrancers, if any, associated with the interests of this Plat have been represented hereon.

Said owner does subscribe hereunder this ____ day of _____, A.D. 2020

Chronos Property, LLC
Member, Cody Davis

STATE OF COLORADO)
COUNTY OF MESA) ss.

On this ____ day of _____, A.D. 2020, before the undersigned officer, personally appeared Cody Davis, Member of Chronos Property, LLC and acknowledged that he executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires: _____

Notary Public

TITLE CERTIFICATE

Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, does hereby certify that I have examined the title to all lands shown on this Plat and that title to such lands is vested in CHRONOS PROPERTY, LLC, free and clear of all liens, taxes and encumbrances, except as follows:

EXECUTED this ____ day of _____, A.D. 2020.

Title Examiner/Officer

SUBORDINATION OF LIENHOLDERS

Timberline Bank, being the holder of a promissory note secured by a Deed of Trust dated JANUARY 16, 2018, recorded JANUARY 16, 2018 at Reception No. 2827562 and 2827563 and a Deed of Trust dated, DECEMBER 13, 2017, recorded JANUARY 29, 2018 at Reception No. 2828847 and 2860564 in the office of the Clerk and Recorder of Mesa County, Colorado, hereby consents to the subdivision of the lands set forth in this Final Plat, and subordinates the lien represented by the aforesaid Deed of Trust to the dedications, restrictions, covenants and conditions shown on this Final Plat.

By: _____
Lienholder

STATE OF COLORADO)
COUNTY OF MESA) ss.

The foregoing was acknowledged before me this ____ day of _____, A.D. 2020

by _____ as _____ of _____

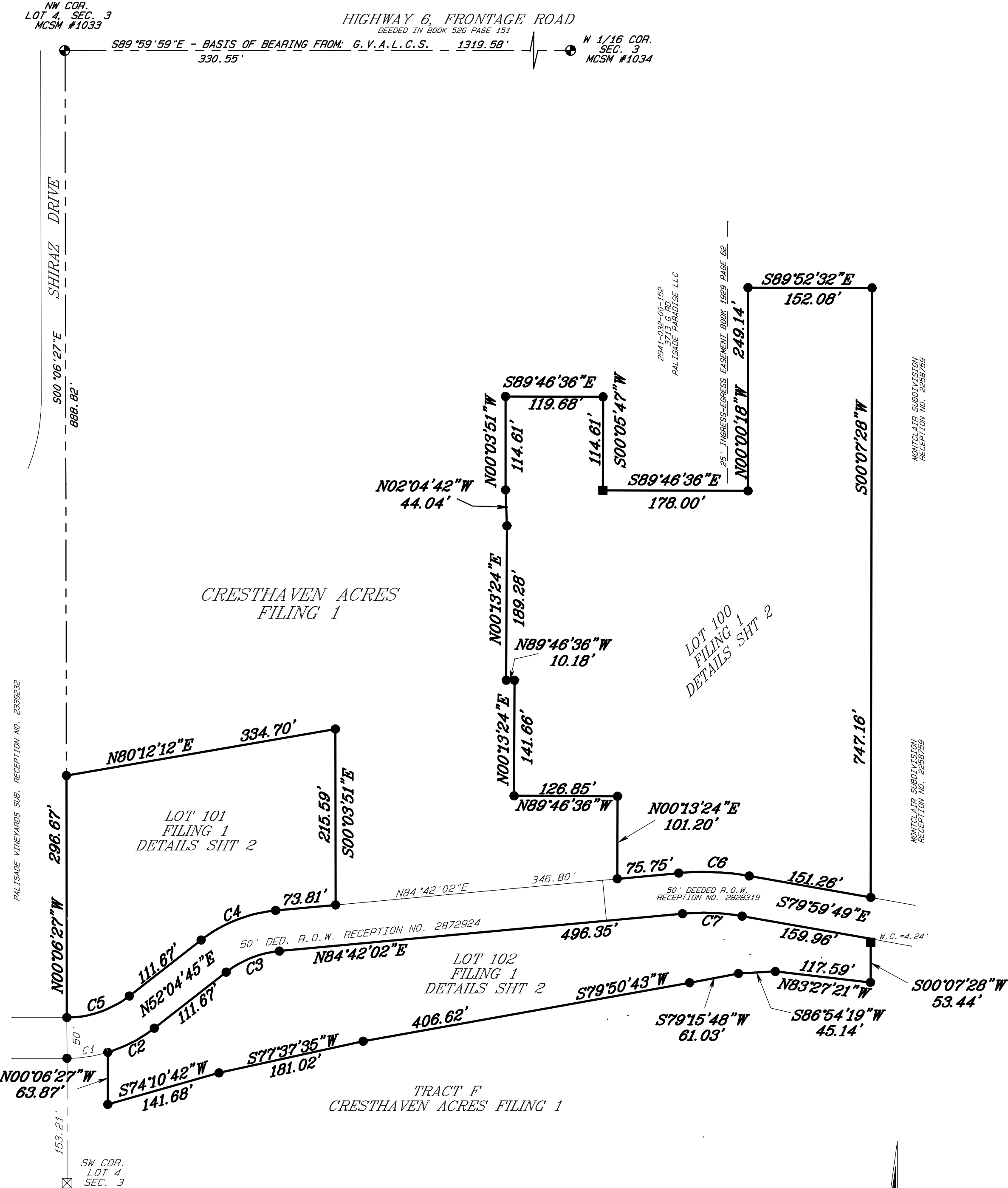
Witness my hand and official seal: _____
Notary Public

My commission expires: _____

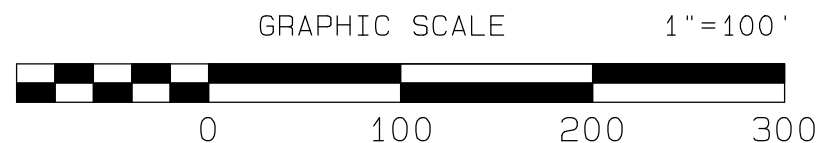
COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

This Plat approved by the Town of Palisade Community Development Director the ____ day of _____, A.D., 2020.

Chairman



C	DELTA	ARC	RADIUS	CHORD	CHORD BEARING
C1	16°36'09"	50.71'	175.00'	50.53'	N81°34'19"E
C2	21°11'30"	64.73'	175.00'	64.36'	N82°40'30"E
C3	32°32'42"	71.42'	175.00'	70.24'	N83°23'24"E
C4	32°32'42"	89.64'	175.00'	86.30'	S88°23'24"W
C5	37°47'11"	82.44'	125.00'	80.95'	S70°58'20"W
C6	15°18'09"	86.80'	325.00'	86.54'	N87°38'54"E
C7	15°18'09"	73.45'	275.00'	73.23'	S87°38'54"E



BOARD OF TRUSTEES CERTIFICATE

This Plat approved by the Board of Trustees of the Town of Palisade, Colorado.

this ____ day of _____, 2020, for filing with the Clerk and Recorder of Mesa County, Colorado, and for conveyance or dedication to the Town of the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of Palisade for financing or construction of improvements on said lands, streets or easements dedicated to the Town except as specifically agreed to by the Board of Trustees of the Town of Palisade. Further, said approval in no way obligates the Town of Palisade for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Palisade's specifications and the Town of Palisade has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a planning clearance, building permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, street lighting, street signs, other traffic control devices, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the owners designated hereon, and not the Town of Palisade, unless otherwise specifically agreed to in writing by the Board of Trustees.

TOWN OF PALISADE, COLORADO

Witness my hand and official seal of the Town of Palisade

By: _____ Mayor ATTEST: _____ Town Clerk

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify the entire amount of taxes and assessments due and payable as of _____ upon all parcels of real estate described on this Plat are paid in full.

Dated the ____ day of _____, A.D. 2020.

Treasurer of Mesa County, Colorado

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF MESA) ss.

This Plat was filed for record in the office of the Mesa County Clerk and Recorder at _____ o'clock ____ M., on this ____ day of _____, A.D. 2020, at Reception No. _____, Drawer No. _____, Fees _____.

Mesa County Clerk and Recorder

Deputy

SURVEYOR'S CERTIFICATE

I, Michael W. Drissel, a registered professional land surveyor licensed in the State of Colorado, do hereby certify that this plat is a true and correct, and complete plat of CRESTHAVEN ACRES FILING 2, as laid out, plotted, and shown hereon, that such plat was made from an accurate survey of said property by me or under my direct supervision and correctly shows the location and dimensions of the lots in compliance with Article 51 of Title 38 C.R.S., as amended.

Executed this ____ day of _____, A.D. 2020.

FOR REVIEW

FINAL PLAT CRESTHAVEN ACRES FILING 2 LOCATED IN LOT 4, SEC. 3, T1S, R2E, U.M. D H SURVEYS INC. 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8749					
Designed By	M. W. D.	Checked By	E. E. B.	Job No.	198-17-88
Drawn By	TMODEL	Date	NOV. 2019	Sheet	1 OF 2

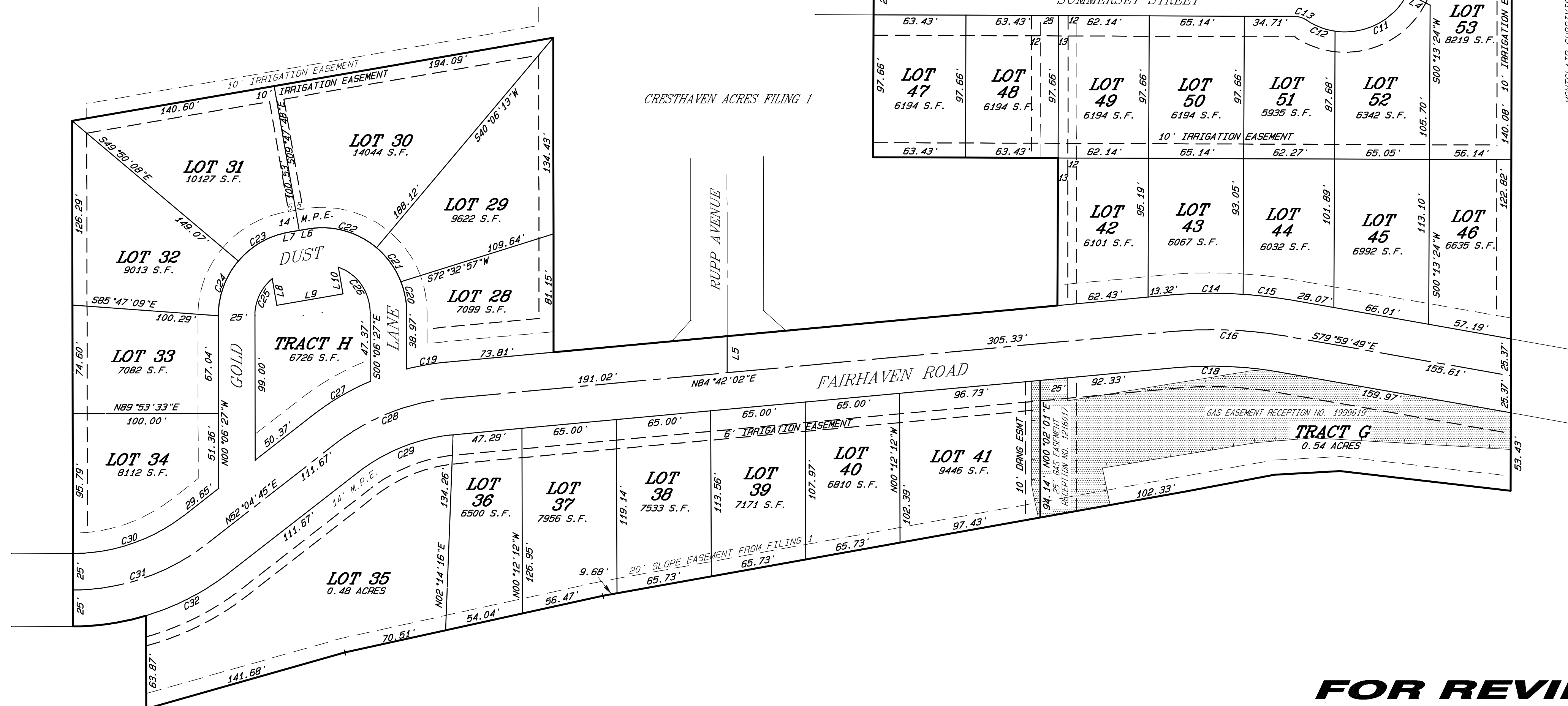
REVISED 02/05/2020

FINAL PLAT

CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924
Located in LOT 4, SEC. 3, T1S, R2E, U.M.
Town of Palisade, County of Mesa, State of Colorado

L/C	DELTA	ARC/TANG	RADIUS	CHORD	CHORD BEARING
L1		3.09'			S89°46'36"E
C1	33°51'35"	7.98'	13.50'	7.86'	N73°17'36"E
C2	12°37'25"	10.58'	48.00'	10.55'	N62°40'31"E
C3	92°18'32"	77.33'	48.00'	69.24'	S64°51'31"E
C4	62°41'18"	44.14'	48.00'	42.60'	S07°38'24"W
C5	33°51'35"	7.98'	13.50'	7.86'	S17°03'15"W
C6	89°54'04"	55.70'	35.50'	50.16'	S44°49'34"E
L2		26.97'			S44°49'34"E
C7	90°05'56"	55.82'	35.50'	50.25'	S45°10'26"W
L3		26.98'			S45°10'26"W
C8	33°54'17"	7.99'	13.50'	7.87'	S16°59'41"E
C9	28°10'11"	23.60'	48.00'	23.36'	S19°41'44"E
C10	32°41'00"	27.38'	48.00'	27.01'	S10°43'52"W
L4		17.33'			S62°55'38"E
C11	71°14'23"	59.68'	48.00'	55.91'	S62°41'34"W
C12	25°48'55"	21.63'	48.00'	21.44'	N68°46'47"W
C13	33°54'17"	7.99'	13.50'	7.87'	N72°49'27"W
C14	9°09'24"	51.94'	325.00'	51.88'	N89°16'44"E
C15	6°08'45"	34.86'	325.00'	34.84'	S83°04'11"E
C16	15°18'09"	80.12'	300.00'	79.89'	S87°38'53"E
C18	15°18'09"	73.45'	275.00'	73.23'	S87°38'53"E
L5		25.10'			N00°03'51"W
C19	9°02'54"	27.64'	175.00'	27.61'	S80°10'35"W
C20	21°02'58"	21.31'	58.00'	21.19'	N10°38'37"W
C21	28°44'32"	29.10'	58.00'	28.79'	N35°32'22"W
C22	49°49'29"	50.44'	58.00'	48.86'	N74°49'23"W
L6		5.91'			S80°15'53"W
L7		7.32'			S80°15'53"W
C23	40°06'51"	40.61'	58.00'	39.78'	S60°12'28"W
C24	40°15'38"	40.76'	58.00'	39.92'	S60°01'13"W
C25	50°32'32"	29.11'	33.00'	28.18'	N65°09'32"E
L8		18.64'			S09°47'48"E
L9		46.00'			N80°12'12"E
L10		18.63'			N09°47'48"W
C26	69°53'35"	40.26'	33.00'	37.81'	S35°04'27"E
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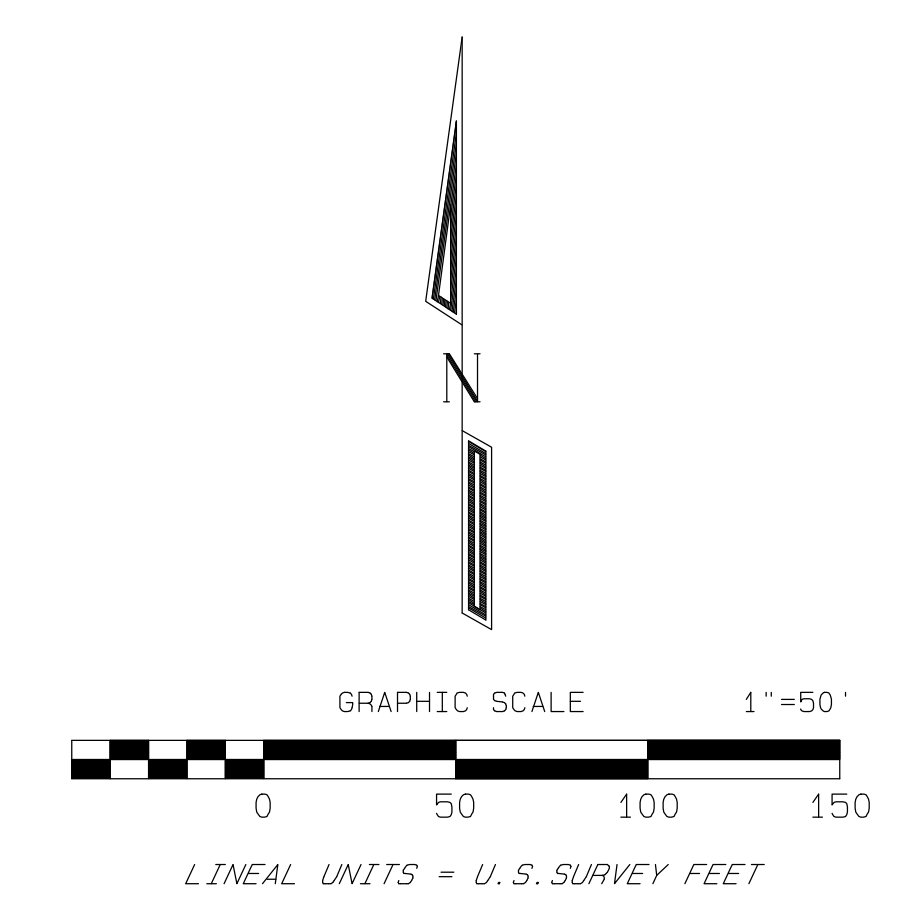
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 - ⊗ FOUND BLM ALUMINUM CAP
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 - FOUND BENT #5 REBAR, REPLACED, ADDED 2" ALUMINUM CAP STAMPED LS 20677
 - ⊗ SET #5 REBAR N/3" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
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- G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM
W.C. = WITNESS CORNER
P.O.B. = POINT OF BEGINNING
S.F. = SQUARE FEET
ESMT. = EASEMENT

AREA SUMMARY

DEVELOPMENT	ROADS	= 1.16 AC./12%
LOTS	= 7.71 AC./80%	
TRACTS	= 0.76 AC./08%	
<hr/>		
TOTAL	= 9.63 AC./100%	



FINAL PLAT
CRESTHAVEN ACRES FILING 2
LOCATED IN
LOT 4, SEC. 3, T1S, R2E, U.M.

D H SURVEYS INC.
118 OURAY AVE. - GRAND JUNCTION, CO.
(970) 245-8749

Designed By	M. W. D.	Checked By	E. E. B.	Job No.	198-17-88
Drawn By	TMODEL	Date	NOV. 2019	Sheet	2 OF 2

FOR REVIEW

REVISED 02/05/2020
REVISED 05/28/2020

**TOWN OF PALISADE SUBDIVISION IMPROVEMENTS AGREEMENT
CRESTHAVEN ACRES SUBDIVISION
FILING 2**

THIS AGREEMENT is made and entered into effective this 22nd day of September 2020, by and between the TOWN OF PALISADE, COLORADO, a municipal corporation, whose address is 175 East Third Street, Palisade, Colorado (hereinafter referred to as the "Town"), and CHRONOS PROPERTY, LLC, whose address is 637 25 Road, Grand Junction, Colorado 81505 (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, in 2018, Chronos Property, LLC ("Developer") filed an application with the Town of Palisade for approval of the Cresthaven Acres Subdivision containing approximately 22.24 acres establishing seventy-one (71) residential lots; and

WHEREAS, on October 9, 2018 by Resolution No. 208-57, the Board of Trustees approved a Final Subdivision Plat for Filing 1 of Cresthaven Acres Subdivision, which Plat is recorded with the Mesa County Clerk and Recorder on December 12, 2018 at Reception No. 2864235 ("Filing 1 Final Plat"), including a Subdivision Improvements Agreement recorded with the Mesa County Clerk and Recorder at Reception No. 2864236 ("Filing 1 SIA"); and

WHEREAS, Developer has filed an application with the Town for the subdivision of certain property to be known as Cresthaven Acres Subdivision, Filing 2, a tract of land located in the Town of Palisade, County of Mesa, State of Colorado, containing approximately 10.02 acres, as more fully described in Exhibit A, attached hereto and incorporated herein by this reference, herein referred to as the ("Subdivision" or the "Property"), which is intended to be improved as a single family residential development; and

WHEREAS, the Developer, as a condition of approval of the Final Plat of Cresthaven Acres Subdivision, Filing 2, desires to enter into Subdivision Improvements Agreement, as provided for by Section 9.07, of the Palisade Land Development Code; and

WHEREAS, the Town seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements in the Subdivision and limit the harmful effects of substandard subdivisions, including premature subdivision, which leaves property undeveloped and unproductive; and

WHEREAS, pursuant to Section 9.07, of the Palisade Land Development Code, the Developer is required to provide security or collateral sufficient to insure completion of the public improvements and other necessary subdivision improvements described in the Preliminary Plan and the Subdivision Final Plat for the Property, and all accompanying documents, drawings, and plans; and

WHEREAS, the purpose of this Agreement is to protect the Town from the cost of completing subdivision improvements itself and is not executed for the benefit of material supplies, laborers, or others providing work, services or material to the Subdivision or for the benefit of lot owners or occupants in the Subdivision; and

WHEREAS, the mutual promises, covenants and obligations contained in this Agreement are authorized by State law and Chapter 9 of the Palisade Land Development Code.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Town and the Developer agree as follows:

SECTION 1 **DEFINITIONS**

- 1.1 Agreement. This Subdivision Improvements Agreement for the Cresthaven Acres Subdivision, Filing 2, between Developer and the Town.
- 1.2 Board of Trustees. The governing body of the Town of Palisade, Colorado.
- 1.3 Developer. Chronos Property, LLC, and its successors and assigns.
- 1.4 Property or Subdivision. The real property known as the Cresthaven Acres Subdivision, Filing 2, as more fully described in Exhibit "A", attached hereto and incorporated herein by this reference.
- 1.5 Subdivision Final Plat. The Final Plat for the Cresthaven Acres Subdivision, Filing 2, as approved by the Board of Trustees.
- 1.6 Town. The Town of Palisade, Colorado, a municipal corporation.

SECTION 2 **TERM**

The term of this Agreement and the vested property rights expressly established under this Agreement shall commence on the effective date of the Town Board of Trustees approval of this Agreement and the Subdivision Final Plat and shall continue until the third (3rd) anniversary of the effective date. After the expiration of the term, this Agreement may be terminated and will then be of no further force or effect except as to any maintenance requirements for the public and common areas contained herein, and the warranty of public and other Subdivision improvements; provided, however, that any such termination shall not affect (a) the annexation of the Property to the Town; (b) any common law vested rights obtained prior to such termination; (c) the prior

conveyance of any lots or parcels within the Subdivision; (d) any right arising from other Town permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the Subdivision Final Plat; or (e) the parties' rights pursuant to subsection 18.5 below.

SECTION 3

SCOPE OF THIS AGREEMENT

3.1 Purpose. This Agreement is intended to set forth the parties' understanding and agreement as to the subdivision of the Property pursuant to Article 23 of Title 31 of the Colorado Revised Statutes and Chapter 9 of the Palisade Land Development Code; as to the nature of the development proposed for the Subdivision; as to the procedures, limitations and standards applicable to the construction of public and private improvements to be installed to serve the Subdivision; as to the responsibilities of the parties for various costs, fees and charges; and as to such other matters the parties believe can be adequately addressed at this time. This Agreement is not intended to address those matters which are more appropriately considered at the time of actual development of lots contained within the Subdivision. The Town reserves all rights to review, approve, or deny any future permit applications submitted in accordance with the ordinances and policies of the Town then in effect.

3.2 Town's Rights Reserved. It is not the intention of the parties in any way to diminish or limit the Town's legislative, quasi-judicial, or other non-delegable discretionary powers or to impose on the Town any duty, beyond its ordinances and regulations as they may from time to time exist, nor to impose any special obligation on the Town to approve or accept any future filings, applications, plans, drawings, security documents, improvements, and conveyances. It is furthermore the express intention of the parties that nothing in this Agreement shall be construed to void the rights and obligations of the parties as set forth herein, to the extent such rights and obligations are consistent with law. The parties expressly agree they will fully perform this Agreement to the extent it is consistent with the law.

SECTION 4

NATURE OF THE SUBDIVISION

This Subdivision is zoned Medium Density Residential (MDR) and consists of 44 Lots, and three other Tracts on 10.02 acres.

SECTION 5

IMPROVEMENTS AND WARRANTY-GENERAL PROVISIONS

5.1 Construction of Improvements. In accordance with Chapter 9 of the Palisade Land Development Code, all water service lines and laterals, water mains, fire hydrants and other water distribution facilities necessary to provide treated water service for this Subdivision; any irrigation lines and related appurtenances, laterals and mains necessary to provide non-potable irrigation

service for this Subdivision (if required); all wastewater collection lines and related improvements necessary to provide wastewater service for this Subdivision; other required utilities for this Subdivision; any drainage structures required for this Subdivision; street improvements within the Subdivision including pavement, curbs, gutters and sidewalks, survey monuments, and other on-site or off-site public or required Subdivision improvements, as shown in the accompanying plans applicable to this Subdivision including any field changes required by the Town due to unknown site conditions; this Agreement; and any other improvements required by Chapter 9 of the Palisade Land Development Code, the Town's engineering design standards, the Colorado Department of Transportation, and the Mesa County Road and Bridge Specifications, shall be installed and completed at the expense of the Developer. The public and other necessary Subdivision improvements shall be designed and built in conformance with all Town engineering design standards, the Mesa County Road and Bridge specifications and all requirements contained in Chapter 9 of the Palisade Land Development Code. All such public or other required Subdivision improvements shall be designed and approved by a registered professional engineer retained by the Developer. All drawings and plans for such improvements shall be stamped by the engineer. Final plans and specifications shall be submitted by Developer to the Town Engineer for review and approval prior to commencement of any public or other required Subdivision improvements. Unless otherwise provided in this Agreement, all public and other required Subdivision improvements shall be completed no later than one (1) year following commencement of construction of such improvements.

5.2 Compaction Standards. Trench compaction and road subgrade and base course compaction standards and criteria shall be reviewed and approved by the Town prior to the commencement of construction.

5.3 Improvements to be Constructed by Developer. The on-site and off-site improvements to be constructed by the Developer, showing in detail the public and other required Subdivision improvements, including shallow utilities, that it is responsible for constructing, and the cost therefor, is attached hereto as Exhibit "B" and incorporated herein by this reference, as they may be amended with the Town Engineer or Town Public Works Director approval. Separate Exhibits shall be provided for any construction for which the Developer will receive a credit against traffic impact fees otherwise payable, or for which a subsequent recapture agreement will be executed, as delineated in other Sections of this Agreement. Unless otherwise authorized by the Town, no work shall be commenced on such improvements by the Developer until such time as the performance guarantee pursuant to Section 9 of this Agreement has been furnished to the Town.

5.4 Warranty by Developer. The Developer shall warrant any and all public improvements constructed by Developer which are conveyed or dedicated to the Town pursuant to this Agreement, or its Subdivision Final Plat application, for a period of eighteen (18) months from the date the Town's Engineer conducts a final inspection and certifies that the same conform with the approved specifications, and the Town authorizes a reduction in the security as set forth

in subsection 9.4 below. Specifically, but not by way of limitation, the Developer shall warrant the following:

- 5.4.1 That the title conveyed shall be good and its transfer rightful; and
- 5.4.2 Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- 5.4.3 Any and all facilities so conveyed shall be free of any and all defects in materials or workmanship.

In addition, all other Subdivision improvements such as shallow utility installations and other improvements as shown in the Subdivision application, and approved construction drawings submitted to the Town for this Subdivision shall be warranted for a period of eighteen (18) months following completion and approval, as provided above.

5.5 Town Inspections. The Town shall have the right to make engineering inspections and require testing during construction of the public and other required Subdivision improvements in such reasonable intervals as the Town may request. Inspection, acquiescence and approval of any engineering inspector of the construction of physical facilities, at any particular time, shall not constitute the approval by the Town of any phase of the construction of such public and other required improvements. Such approvals shall be made by the Town only after completion of construction and the establishment of property pins for each lot or parcel, and in the manner hereinafter set forth.

5.6 Final Approval by Town Engineer. Upon completion of construction by the Developer of such public and other required Subdivision improvements, the Town Engineer or Public Works Director shall perform a final inspection of the improvements and certify with specificity its conformity or lack thereof to the approved specifications. The Developer shall make all corrections necessary to bring the improvements into conformity with Town standards and the utility, drainage and street improvement plans and others, as approved. The Town shall be under no obligation to release the performance guarantee, or provide any water service or wastewater collection service, street maintenance, zoning clearances, or certificates of occupancy until all such facilities are brought into conformance with the specifications and finally approved by the Town Engineer or Public Works Director.

5.7 Provision of As-Built Drawings. Developer shall provide all necessary engineering designs, surveys, field surveys, and "as built" drawings for all public improvements and other utilities improvements approved by the Town Engineer or Public Works Director. All "as built" drawings shall be prepared in the manner required by the Town Engineer or Public Works Director. The Developer shall pay for any incidental services related to the construction of the public improvements and other utility improvements, at its sole cost and expense.

5.8 Conveyance of Public Improvements. All public improvements constructed by Developer in accordance with this Agreement, including all water lines, mains, laterals, fire hydrants and related improvements, wastewater collection mains, laterals and related improvements; public street improvements including required pavement, curbs, gutters and sidewalks shall be dedicated or conveyed to the Town. Upon completion of construction in conformity with the plans, and any properly approved changes, the Developer shall convey to the Town, by bill of sale, all physical facilities constructed by Developer necessary for the extension, maintenance and repair of municipal utility services and other public facilities. Acceptance of said conveyance shall be made by the Town Public Works Director. Following such dedication or conveyance, the Town shall be solely responsible for the maintenance of such improvements, unless otherwise provided in this Agreement, except for any correction work required during the warranty period set forth in subsection 5.4 above.

5.9 Construction Schedule. Notwithstanding any provisions contained in the Colorado Vested Property Rights statutes, Section 24-68-101 *et. seq.* C.R.S. to the contrary, Developer agrees that construction of such public and other required Subdivision improvements shall be completed no later than the dates set forth in Exhibit "B". Where Developer is prevented from commencing or completing any of the public and other required Subdivision improvements within the time periods set forth in the construction schedule or otherwise set forth in this Agreement due to an unforeseeable cause or delay beyond the control and without the fault or negligence of the Developer, the times for commencement and/or completion of such improvements shall be extended in an amount equal to the time lost due to such delay if a request is made in writing to the Town by the Developer. Delays beyond the control of Developer shall include, but not be limited to, acts of neglect by the Town, fires, floods, epidemics, abnormal weather conditions, strikes, freight embargos or acts of God. Time extensions, however, will not be granted for rain, snow, wind or other natural phenomena at normal intensity within Mesa County. Delays attributable to and within the control of the Developer's contractors, subcontractors or suppliers shall be deemed to be delays within the control of the Developer.

5.10 Improvements Required Prior to Issuance of Zoning Clearances for Building Permits and Certificates of Occupancy. No zoning clearance necessary to obtain a building permit for construction of any building within the Subdivision shall be issued until all of the required improvements, as specified in this Agreement, have been substantially completed and approved by the Town Engineer or Town Planner. No certificate of occupancy for any building within the Subdivision shall be issued until all required improvements have been fully installed and approved by the Town Engineer or Town Planner.

SECTION 6 **RESERVED**

SECTION 7 **DRAINAGE IMPROVEMENTS**

Pursuant to the Filing 1 SIA, the Developer was required to install an offsite stormwater outfall pipe to discharge from the project detention pond to the City's park drainage and eventually to the Colorado River. This was installed, however, **there remains an underdrain system that needs to be completed along the north side of the Grand Valley Irrigation Canal which shall be completed as part of the Filing 2 Public Improvements pursuant to this SIA.**

Developer acknowledges that such requirement(s) are roughly proportional to the impacts generated from development of the Property.

SECTION 8

WATER AND WASTEWATER SERVICES AND IMPROVEMENTS

8.1 Construction of Treated Water Distribution System. The Developer, at its sole expense, shall design, purchase, and install all elements of a municipal treated water distribution system to fully service the Subdivision including but not limited to water mains, fire hydrants, pipe lines, and service line laterals to lot lines as required by the Town's engineering design standards, and all other appurtenant facilities necessary to provide treated municipal water service to the Subdivision. All required improvements and the construction and installation of such improvements shall be in accordance with the design drawings, plans and specifications submitted with the Subdivision Final Plat, as approved by the Town.

8.2 Construction and Conveyance of Irrigation System. The Developer, at its sole expense, shall design, purchase and install all elements of a non-potable irrigation system to fully service the Subdivision including all lines, valves, service lines to the lot lines as required by the Town's regulations, and service risers. All required improvements and the construction and installation of such improvements shall be in accordance with the design drawings, plans and specifications submitted with the Subdivision Final Plat, and approved by the Town, and in accordance with applicable provisions of the Town's engineering design standards.

Prior to the sale of any lot within the Subdivision, the Developer shall convey to the Cresthaven Acres Homeowners Association by separate legal instrument(s) the irrigation system, all real property and associated easements necessary for operation and maintenance of the irrigation system and shall also transfer to the Association sufficient irrigation water rights as approved by the Town.

8.3 Construction of Wastewater Collection System. The Developer, at its sole expense, shall design, purchase, and install all elements of the wastewater collection system to fully service the Subdivision, including service lines to the lot lines, pursuant to the provisions of this Agreement and applicable provisions of the Town's engineering design standards. Such wastewater collection system shall be constructed in accordance with the design drawings, plans and specifications submitted with the application for the Subdivision Final Plat, and as approved by the Town.

8.4 Provision of Water and Wastewater Service by the Town. Upon completion of the treated water distribution system and the wastewater collection system by the Developer, and upon approval by the Town Engineer or Public Works Director and acceptance by the Town, the Town agrees to provide domestic water service and wastewater treatment and collection service to the Subdivision upon Developer or other property owner making a written request for such service and the payment of any required plant investment (tap) fees and connection charges. Provision of water or wastewater service by the Town within the Subdivision shall be made pursuant to agreement by the Town and on a first come/first served basis with other water and wastewater service customers, subject to system capacity and any prior commitments, and at the then applicable rate. Except as may otherwise be provided in this Agreement, a lot owner shall not receive any preferences for or assurance of the availability of water service or wastewater service from the Town until the plant investment (tap) fees are paid.

8.5 Sanitary Sewer Line for Lots 60-68 and Lots 54-59. Lots 60-68 and 54-59 shall be connected to the gravity sanitary sewer line in Nectarine Street and Redhaven Street, respectively. Certificate of occupancies for the above described lots shall not be granted until the gravity sanitary sewer lines are installed and in operation for those Lots and all pre-existing sewer infrastructure is formally abandoned as identified on the approved plans for Filing 2.

SECTION 9

PERFORMANCE GUARANTEE

9.1 Security Required. In order to secure the construction and installation of the public and other required Subdivision improvements, whether on-site or off-site, above described and as shown in the approved design drawings and specifications submitted with the application for the Preliminary Plan and Subdivision Final Plat, for which Developer is responsible, and in accordance with Section 9.07 of the Palisade Land Development Code, Developer shall furnish the Town with: (a) cash to be deposited in an escrow account that is acceptable to the Town pursuant to the Escrow and Disbursement Agreement attached hereto as Exhibit "C" and incorporated herein by this reference; or (b) a letter of credit that is acceptable to the Town; or (c) a performance bond issued by a surety approved by the Town, in an amount equal to one hundred ten percent (110%) of the estimated cost of said facilities.

9.2 Delivery of Security. Developer shall furnish to the Town the security required by this Section and Section 9.07 of the Palisade Land Development Code prior to the recording of the Subdivision Final Plat. Unless expressly authorized by the Town, the Developer shall not commence any work within the Subdivision until such approved security is furnished to the Town. Developer shall not convey any lot within the Subdivision to any third party until such approved security is delivered to the Town.

9.3 Security Standards; Payment upon Default. The initial performance bond or letter of credit, if applicable, issued pursuant to this Agreement shall bear an expiration date of not earlier

than eighteen (18) months from the date of issuance. The Developer shall renew such security as necessary in order to secure the performance and completion of the public and other required on-site and off-site Subdivision improvements in accordance with this Agreement and Section 9.07 of the Palisade Land Development Code, without further notice from the Town. The performance bond, letter of credit, or escrow funds shall be payable at any time upon presentation of an affidavit by the Town stating Developer is in default under this Agreement, has received notice of such default as required by subsection 9.7 of this Agreement, and has failed to cure such default within the time set forth in subsection 9.7 of this Agreement. The performance bond, or letter of credit, or Escrow and Disbursement Agreement shall be in good and sufficient form as approved by the Town Attorney. In the event of a default by the Developer and compliance with the terms of subsection 9.7 of this Agreement, the surety or financial institution shall disperse funds, upon written request by the Town, or the escrow fund may be drawn upon, showing the proposed payee and the amount to be paid. Copies of any such request shall be sent to the Developer at its last known address.

9.4 Partial Release of Security. Upon completion of a certain class of the improvements by the Developer, such as wastewater facilities by way of example, evidenced by a detailed cost breakdown of the completed improvements, the amount of any security issued pursuant to this Agreement may be reduced by up to one hundred percent (100%) of the approved estimated cost for the installation of such class of improvements, upon application of the Developer, and approval by the Town Engineer or Town Planner. Upon completion of all of the public and other required on-site and off-site Subdivision improvements by the Developer, and upon final inspection and approval by the Town Engineer or Public Works Director of all such improvements, the Board of Trustees shall further authorize the reduction of the amount of the security guaranteeing the public and other required Subdivision improvements to ten percent (10%) of the total actual cost of such improvements.

9.5 Full Release of Security. Any performance guarantee issued pursuant to this Agreement shall be fully released and discharged by action of Board of Trustees upon expiration of the eighteen (18) month warranty period, and the correction of any defects discovered during such warranty period. In the event that the correction of defects is not satisfactorily completed upon the expiration of the eighteen (18) month warranty period, the Town may require a new performance guarantee and withhold zoning clearances until a new improvements guarantee is recorded.

9.6 Notice of Defect by Developer's Engineer. Developer shall instruct its engineer, in writing, to promptly provide written notice to Developer and the Town Engineer whenever Developer's engineer becomes aware that an improvement required by this Agreement does not conform to applicable Town or Mesa County standards or approved specifications or is otherwise defective. Developer shall provide the Town with a copy of its written instructions directing Developer's engineer to report any defects.

9.7 Notice of Default. Upon the Developer's failure to perform its obligations under this Agreement, all other applicable plans, drawings, specifications and other documents submitted by the Developer to the Town as approved, within the time periods set forth in this Agreement, the Town may give written notice to Developer of the nature of the default and an opportunity to be heard before the Board of Trustees concerning such default. If such default has not been remedied within ten (10) days of receipt of the notice or of the date of any hearing before the Board of Trustees, whichever is later, the Town may then give written notice to the Developer and any surety on the performance bond, issuer of a letter of credit, or escrow agent that the Town, as agent for the Developer, is proceeding with the task of installing the public and other required Subdivision improvements in whole or in part.

9.8 Power of Attorney Granted. The Developer hereby designates and irrevocably appoints the Palisade Town Administrator, as its Attorney-In-Fact and agent for the purpose of completing all public and other necessary improvements required by this Agreement in the event of a default by the Developer. This Agreement shall be filed in the office of the Clerk and Recorder of Mesa County, Colorado, and shall constitute constructive notice of this Agreement and the power of attorney provided herein. This Agreement and power of attorney contained herein may be enforced by the Town pursuant to all legal, and equitable remedies available, including an action for specific performance in a court of competent jurisdiction.

9.9 Increase in Amount of Security. If a substantial amount of time elapses between the time of posting of the security and actual construction of the improvements, the Town reserves the right to require a reasonable increase in the amount of the applicable security, if necessary because of estimated increased costs of construction.

9.10 Cost Estimate Not Binding. The purpose of the cost estimate described in subsection 9.1 above and Exhibit "B" is solely to determine the amount of security required and may be revised from time to time to reflect the actual costs. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual cost of all such public and other required on-site and off-site Subdivision improvements. Neither the estimated costs nor the amount of the security establishes the maximum amount of the Developer's liability.

9.11 Attorney's Fees. If any legal proceedings are commenced concerning the Town's election to complete the public and/or other required Subdivision improvements, as agent for the Developer, against the Developer, its surety, or issuer of the letter of credit, Developer shall pay the Town its costs and attorney's fees.

SECTION 10

INDEMNIFICATION AND INSURANCE

10.1 Indemnification by Contractors. Any contractor employed by the Developer who performs work within rights-of-way or easements dedicated to the Town or within other property owned by the Town shall indemnify and hold harmless the Town of Palisade, its officers,

employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with work performed by such contractor for the Developer within Town rights-of-way, easements or other property, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of such contractor, any subcontractor of the contractor, or any officer, employee, representative, or agent of such contractor or of any subcontractor of the contractor, or which arise out of any workers compensation claim of any employee of the contractor or of any employee of any subcontractor of the contractor. The contractor shall agree to investigate, handle, respond to, and provide a defense for and defend against, any such liability, claims or demands at the sole expense of such contractor. The contractor shall also agree to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

10.2 Insurance Required. Any contractor employed by the Developer to perform work within rights-of-way or easements dedicated to the Town or within any other property owned by the Town, shall agree to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by such contractor pursuant to subsection 10.1 of this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by the Developer or by law. Any such contractor shall not be relieved of any liability, claims, demands or other obligations to be assumed pursuant to subsection 10.1 above by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

10.3 Nature and Amounts of Insurance. Any contractor employed by the Developer to perform work within rights-of-way and easements dedicated to the Town or other property owned by the Town shall procure and maintain and shall cause any subcontractor of such contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations to be assumed by such contractor pursuant to subsection 10.1 above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

10.3.1 Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers' Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each accident, ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and ONE MILLION DOLLARS (\$1,000,000) disease - each employee.

- 10.3.2 Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations of contractor. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations of Contractor. The policy shall contain a severability of interests provision. Coverage shall be provided on an “occurrence” basis as opposed to a “claims made” basis. Such insurance shall be endorsed to name the Town as Certificate Holder and name the Town, its elected officials, officers, and employees and agents as additional insured parties.
- 10.3.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision. Such issuance must extend to all levels of subcontractors. Such coverage must include all automotive equipment used in the performance of the Agreement.

The policies required by paragraphs 10.3.2 above shall be endorsed to include the Town of Palisade and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Developer's contractors. No additional insured endorsement to the policy required by paragraph 10.3.2 above shall contain any exclusion for bodily injury or property damage arising from completed operations. A contractor shall be solely responsible for deductible losses under any policy required above.

Upon request by the Town, the Developer shall provide the Town with a certificate of insurance to be completed by the contractor's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. The certificate shall identify the contract and shall provide that the coverages afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town.

10.4 Indemnification by Developer. In addition to the indemnification required in subsection 10.1 above, the Developer hereby expressly agrees to indemnify and hold the Town harmless from and against all claims, costs and liability of every kind and nature, for injury or

damage received or sustained by any person or entity, excluding Town officers, agents or employees, in connection with, or on account of the performance of work within the Subdivision and elsewhere by such party, or its agents, contractors or employees pursuant to this Agreement. The Developer further agrees to aid and defend the Town in the event that the Town is named as a defendant in any action concerning the performance of work by the Developer, or its agents, contractors or employees pursuant to this Agreement except where such suit is brought by the Developer. The Developer shall not be considered an agent or employee of the Town for any purpose.

10.5 Governmental Immunity. The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision contained in this Section, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Town, its officers, or its employees.

SECTION 11

PUBLIC PARKS AND OPEN SPACE

11.1 Dedication. In accordance with Section 9.13 of the Palisade Land Development Code and as set forth in the Filing 1 SIA, the Developer dedicated to the Town Tract F shown on the Filing 1 Final Plat containing 2.55 acres for parks and/or open space for public use, as more fully described on the Subdivision Final Plat for Filing 1.

11.2 Cash in Lieu of Dedication. In accordance with Section 9.13 of the Palisade Land Development Code and pursuant to Resolution No. 2018-39, a fee in the amount of \$221,000 shall be paid by Developer in lieu of the dedication of land for public park, open space, recreation or other municipal purposes. Developer conveyed 2.55 acres of land to the Town shown as Tract F on the Final Plat for Filing 1, which the Town agreed to assign a value of \$50,000 and credit Developer such amount pursuant to the Filing 1 SIA. Therefore, the final fee in lieu of dedication for Cresthaven Acres Subdivision shall be \$171,000 payable as follows:

Filing 1:	\$34,047 for 27 lots
	Payable upon Planning Clearance at \$1,261 per lot
Filing 2:	\$136,953 for 44 lots
	Payable prior to recording the Final Plat for Filing 2

Developer acknowledges that such requirements are roughly proportional to the impacts resulting from development of the Property.

SECTION 12

TRANSPORTATION IMPACT FEE

Pursuant to the First Amendment to the Filing 1 SIA dated June 11, 2019, and in accordance with Section 10.11 of the Palisade Land Development Code, a transportation impact fee was assessed in the amount of \$2,554 per lot x 71 lots = \$181,334 as and for transportation impact fees applicable to all of Cresthaven Acres Subdivision (Filings 1 and 2). Transportation Impact Fees had been paid for 2 lots with houses constructed or under construction in Filing 1 at that time, so the remaining Transportation Impact Fee to be paid was \$176,226 (\$2,554 X 69 remaining lots). Developer further received a credit of \$12,600 for a five-foot sidewalk from Shiraz Drive to the entrance of the Property required by Section 6, Off-Site Street Improvements of the Filing 1 SIA (the "Sidewalk"), which was not constructed as further discussed below, for a resulting total Transportation Impact Fee of \$163,626 payable in full by July 31, 2019, which the Town acknowledges was paid.

The Developer was unable to obtain approval from the property owner to construct the Sidewalk, for which the Developer received a \$12,600 credit towards Transportation Impact Fees. The Town absolves the Developer of the requirement to build the Sidewalk and Developer shall pay the \$12,600 payable prior to recoding the Final Plat for Filing 2. With that payment, Developer's Transportation Impact Fees have been satisfied for all of Cresthaven Acres (Filings 2 and 2).

Developer acknowledges that the requirements contained in this Section are roughly proportional to the impacts generated from development of the Subdivision.

SECTION 13

REIMBURSEMENT OF COSTS

13.1 Review Costs and Fees. The Developer shall pay to the Town the actual third-party cost to the Town for engineering, surveying, consultant planning services, and legal services rendered in connection with the Developer's subdivision application. Said costs shall be paid prior to the recording of the Subdivision Final Plat. Provided, however, upon request, the Developer shall receive detailed invoices reflecting the nature and description of each charge so incurred by the Town. Developer's obligation hereunder shall continue until all public and other required subdivision improvements are accepted by the Town. Interest shall be imposed at rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid under this provision or under this Agreement, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

13.2 Inspection Costs. Prior to the approval and acceptance of the construction and installation of the public and other required subdivision improvements, the Developer shall pay to the Town the actual cost of all third-party inspections of such improvements made or conducted at the direction of the Town Administrator, Town Engineer, or Public Works Director.

SECTION 14

FINAL PLAT APPROVAL

The Town agrees to approve the Subdivision Final Plat provided that said Subdivision Final Plat is in conformance with the Preliminary Plan, drainage, street improvements, and utility plans submitted to and approved by the Town, as well as all of the requirements of applicable law, subject to the terms and conditions of this Agreement.

SECTION 15

ENFORCEMENT

15.1 Default; Notice; Termination. In the event of any default or breach by the Developer of a covenant, term, condition, or obligation under this Agreement, and if such default or breach continues after notice thereof and opportunity of a hearing as set forth in subsection 9.7 of this Agreement, this Agreement may be forthwith terminated, at the option of the Town. All rights concerning remedies or attorney's fees shall survive any termination of this Agreement.

15.2 Other Remedies Available to Town. In the event the Developer fails to construct any public or other required on-site and off-site Subdivision improvements in accordance with the terms and conditions of this Agreement, following the issuance of the performance guarantee as set forth in Section 9 of this Agreement, the Town may exercise any of the remedies set forth in Section 9 of this Agreement. Alternatively, the Town may assign the proceeds of the letter of credit, performance bond, or escrow funds to a subsequent Developer or a lender who has acquired the Subdivision by purchase, foreclosure or otherwise who will then have the same rights of completion as the Town if and only if the subsequent developer or lender agrees in writing to complete the unfinished improvements. In addition, the Town also may suspend the Final Plat approval during which time the Developer will have no right to sell, transfer, or otherwise convey tracts or lots within the Subdivision without the express written approval of the Town or until the improvements are completed and accepted by the Town provided, however, such suspension shall not affect (a) the annexation of the Subdivision to the Town; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from Town permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 18.5 below. These remedies are cumulative in nature; except that during the warranty period, the Town's only remedy will be to draw funds under the letter of credit, performance bond or escrow funds.

SECTION 16

CONVEYANCES PROHIBITED

16.1 Recording of Subdivision Final Plat Required. The Developer shall not grant, sell or convey any lot, lots, or other properties subject to this Agreement prior to the recording of the approved Subdivision Final Plat.

16.2 Improvements Agreement Required. If this Agreement is only for a portion or Phase of a Subdivision for which a valid Subdivision Final Plat already exists, the Developer shall not grant, sell or convey any lot or lots not covered by this or a previous Improvements Agreement without the express written consent of the Town. The intent of this subsection is to prevent the sale of legally platted lots within the Subdivision for which public infrastructure does not exist or for which an Improvements Agreement has not yet been executed.

SECTION 17

VESTED RIGHTS - VACATION OF FINAL PLAT

17.1 Vested Property Rights. Developer shall have vested property rights to develop the Subdivision for a period of three (3) years from the effective date of this Agreement. The Developer shall be entitled to all rights, privileges, and remedies arising from such vesting for said period in accordance with Section 1.04 of the Palisade Land Development Code and Sections 24-68-101 *et. seq.*, C.R.S.

17.2 Vacation of Final Plat. Failure of the Developer to complete construction of the public and other on-site and off-site Subdivision improvements required by this Agreement within the times provided herein and following the delivery of the notice described in subsection 15.1 hereof and the expiration of the ten (10) day time period described in subsection 9.7 without cure by Developer, the vested property rights associated with the Subdivision Final Plat and this Agreement shall be forfeited. Upon such an event, the Board of Trustees of the Town of Palisade may enact an ordinance vacating the Subdivision Final Plat and upon the effective date of such ordinance, the Subdivision and any permits issued in connection therewith shall be null, void, and of no effect. The Developer shall then be prohibited from granting, selling or conveying any additional lots within the Property. All property rights dedicated to the Town of Palisade for public purposes shall remain the property of the Town and shall be considered liquidated damages. Provided, however, vacation of the Subdivision Final Plat shall not affect (a) the annexation of the Subdivision to the Town; (b) the prior conveyance of any lots or parcels within the Subdivision; (c) any right arising from other Town permits, approvals or other entitlements for the Subdivision which were granted or approved prior to, concurrently with, or subsequent to the approval of the Subdivision Final Plat; or (d) the parties' rights pursuant to subsection 18.5 below.

APPROVAL OF THE SUBDIVISION FINAL PLAT AND THIS AGREEMENT
CREATES A VESTED PROPERTY RIGHT PURSUANT TO SECTION 24-68-103, C.R.S., AS
AMENDED.

17.3 Certificate of Compliance. It is agreed that upon completion of all improvements which are the subject of this Agreement, expiration of the warranty period as provided herein, compliance with all of the terms of this Agreement, and upon the written request of Developer, the Town shall execute a resolution or certificate stating that all improvements have been constructed in compliance with this Agreement.

SECTION 18

MISCELLANEOUS PROVISIONS

18.1 Waiver of Defects. In executing this Agreement, Developer waives all rights it may have concerning defects, if any, of the form or substance of this Agreement, and the formalities whereby it is executed; concerning the power of the Town to impose conditions on Developer as set forth herein; and concerning the procedure, substance and form of the ordinances or resolutions adopting this Agreement.

18.2 Failure to Exercise Rights. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by written amendment to this Agreement signed by both the Town and the Developer; nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The Town's failure to exercise any right under this Agreement will not constitute the approval of any wrongful act by the Developer or the acceptance of any improvement.

18.3 Complete Agreement. This Agreement together with the Subdivision Final Plat contain all of the understandings, conditions and agreements between the Town and Developer relating to the Subdivision at this time, and no other prior or current representation, oral or written, shall be effective or binding upon the Town and Developer, except for representations made by the Developer, or its agent, or the Board of Trustees, or Town staff members at public hearings concerning approval of the Subdivision Final Plat, not in conflict with the express provisions of this Agreement.

18.4 Owners Association; Covenants. An owners association shall be created by Developer under the laws of the State of Colorado before any properties within the development are sold to third parties. The Articles of Incorporation and covenants shall be reviewed by the Town Attorney to insure that they meet the City's requirements that the owners association (1) maintains, operates and assumes full responsibility for all easements and common areas within the Property and shown on the Final Plat, including landscaping; (2) maintains all private open space; and (3) is empowered to enforce any provisions of the covenants, conditions and restrictions affecting the Property. The covenants for the Property shall also address, at a minimum: landscape maintenance, use of limited and general common elements, fencing styles and heights, outdoor storage of vehicles (including recreational vehicles, boats, trailers, and the like), and pets. The Articles of Incorporation and covenants shall be reviewed and approved, and the Articles filed with the Colorado Secretary of State prior to the recordation of the Final Plat.

18.5 Attorney's Fees. In the event that any action is filed or maintained by any party in relation to this Agreement, the substantially prevailing party shall be entitled to its costs and reasonable attorney fees (including legal assistant's fees). All rights concerning remedies or attorney's fees shall survive termination of this Agreement.

18.6 Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary actions, notices, meetings, and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

18.7 Amendments. This Agreement may be amended from time to time by written Agreement duly authorized by the parties to this Agreement.

18.8 Representations of Town Officials. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Palisade Municipal Code and ordinances, and that the Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town or its officers or agents or their designees which is subsequently held unlawful by a court of law, which is in accordance with the laws of the State of Colorado. Provided, however, that this subsection shall not be construed to limit the rights and remedies of the parties otherwise provided by law.

18.9 Covenants. The provisions of this Agreement shall be binding on all subsequent owners of the Property as covenants running with the Property, to be released only by the Town of Palisade, and the benefits and burdens of this Agreement shall bind and inure to the benefit of all estates and interests in the Property and all successors in interest to the parties to this Agreement, except as otherwise provided herein.

18.10 Notices. Any notice required or permitted by this Agreement will be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, addressed as follows:

If to Town: 175 East Third Street
Palisade, Colorado 81526
Attn: Community Development Director

With a copy to: Karp Neu Hanlon, P.C.
201 14th Street, Suite 200
Glenwood Springs, Colorado 81601

If to Developer: Chronos Property, LLC
637 25 Road
Grand Junction, Colorado 81505
Attn: Cody Davis

These addresses shall remain valid until notice of a change of address is given to the other party in accordance herewith.

18.11 Time of the Essence. Time is of the essence of this Agreement.

18.12 Jurisdiction and Venue of Courts. This Agreement is made and delivered within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity, and enforceability. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement whether arising out of or relating to the Agreement, a letter of credit, Escrow and Disbursement Agreement, or performance bond will be deemed to be proper only if such action is commenced in the District Court for Mesa County, Colorado. The Developer, escrow agent and issuer of any letter of credit or performance bond pursuant to this Agreement, expressly waive their right to bring such action in or to remove such action to any other court, whether State or federal.

18.13 Rights of Persons Not a Party. No person or entity who or which is not a party to this Agreement will have any right of action under this Agreement, except that if the Town does not exercise its rights within sixty (60) days following an event of default, a purchaser of a tract or unit in the Subdivision may bring an action in mandamus to compel the Town to exercise its rights.

18.14 Provisions Deemed Severable. If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability will not affect the validity of any other part, term, or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement.

18.15 Assignment of Rights; Release of Obligations. The benefits of this Agreement to the Developer are personal and may not be assigned without the express written approval of the Town. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the foregoing, the burdens of this Agreement are personal obligations of the Developer and also will be binding on the heirs, successors, and assigns of the Developer. There is no prohibition on the right of the Town to assign its rights under this Agreement. The Town will release the original Developer's performance guarantee if it accepts new security from any developer or lender who obtains the Property.

18.16 No Waiver of Immunity. Nothing contained in this Agreement constitutes a waiver of the Town's sovereign immunity or governmental immunity under any applicable State law.

18.17 Recordation of Agreement. The Town shall record a copy of this Agreement in the office of the Clerk and Recorder of Mesa County, Colorado.

18.18 Execution of Other Documents. The parties agree to execute any additional documents and to take any additional actions necessary to carry out the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

TOWN OF PALISADE, COLORADO, a
municipal corporation, acting by and through
its Board of Trustees,

By: _____
Greg Mikolai, Mayor

ATTEST:

Town Clerk

CHRONOS PROPERTY, LLC:

By: _____
Cody Davis, Manager

STATE OF COLORADO)
)ss.
COUNTY OF MESA)

Subscribed and sworn to before me this _____ day of _____, 2020, by
Cody Davis as Manager of Chronos Property, LLC.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires:

Notary Public

EXHIBIT “A”

LEGAL DESCRIPTION

The legal description for 2941-032-21-100 is:

LOT 100 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 5.75AC

The legal description for 2941-032-21-101 is:

LOT 101 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 1.85AC

The legal description for 2941-032-21-102 is:

LOT 102 CRESTHAVEN ACRES FILING 1 LOC WITHIN SEC 3 1S 2E UM RECD 1212/2018 R-2864235 CORRECTED BY CRESTHAVEN ACRES FILING 1 CORRECTION PLAT RECD 3/15/2019 R-2872924 & AN UND INT IN TRACTS A THRU E MESA CO RECDS - 2.05AC

EXHIBIT “B”

FINAL PLAT

CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924
Located in LOT 4, SEC. 3, T1S, R2E, U.M.
Town of Palisade, County of Mesa, State of Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS that, Chronos Property, LLC is the owner of record of that real property situate in Lot 4, Section 3, Township 1 South, Range 2 East, Ute Meridian, Town of Palisade, County of Mesa, State of Colorado, the ownership of which is demonstrated under Reception Nos. 2827561, 2824260, 2828051 of the records in the office of the Mesa County Clerk and Recorder. Said property being more particularly described as follows:

Lot 100, 101 and 102, Cresthaven Acres Filing 1, as recorded under Reception No. 2872924 That said owners do hereby dedicate and set apart real property as shown and labeled on the Plat shown hereon as follows:

All streets, roads and Rights-of-Way are dedicated to the Town of Palisade for the use of the public forever.

All multipurpose easements to the Town of Palisade for the use of Town approved utilities and public providers as perpetual, non-exclusive easements for the installation, operation, maintenance and repair of utilities and appurtenances including, but not limited to, electric lines, cable TV lines, natural gas pipelines, sanitary wastewater lines, storm sewer, water lines, telephone and telecommunications lines, and also for the installation and maintenance of traffic control facilities, street lighting, landscaping, trees and grade structures.

Tracts and Irrigation, Drainage and Water Easements to be conveyed by separate instrument.

All easements include the right of ingress and egress, on, along, over, under, through, and across by the beneficiaries, their successors, or assigns, together with the right to trim or remove interfering trees and brush; provided however, that the beneficiaries of such easements shall utilize the same in a reasonable and prudent manner. Furthermore, the owners of lots or tracts shall not burden or overburden said easements by erecting or placing any improvements thereon which may prevent reasonable ingress and egress to and from the easement.

Said owner hereby acknowledges that all lienholders or encumbrancers, if any, associated with the interests of this Plat have been represented hereon.

Said owner does subscribe hereunder this ____ day of _____, A.D. 2020

Chronos Property, LLC
Member, Cody Davis
STATE OF COLORADO)
COUNTY OF MESA) ss.

On this ____ day of _____, A.D. 2020, before the undersigned officer, personally appeared Cody Davis, Member of Chronos Property, LLC and acknowledged that he executed the foregoing Certificate of Ownership and Dedication for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto affix my hand and official seal.

My commission expires: _____

Notary Public

TITLE CERTIFICATE

Land Title Guarantee Company, a title insurance company, as duly licensed in the State of Colorado, does hereby certify that I have examined the title to all lands shown on this Plat and that title to such lands is vested in CHRONOS PROPERTY, LLC, free and clear of all liens, taxes and encumbrances, except as follows:

EXECUTED this ____ day of _____, A.D. 2020.

Title Examiner/Officer

SUBORDINATION OF LIENHOLDERS

Timberline Bank, being the holder of a promissory note secured by a Deed of Trust dated JANUARY 16, 2018, recorded JANUARY 16, 2018 at Reception No. 2827562 and 2827563 and a Deed of Trust dated, DECEMBER 13, 2017, recorded JANUARY 29, 2018 at Reception No. 2828847 and 2860564 in the office of the Clerk and Recorder of Mesa County, Colorado, hereby consents to the subdivision of the lands set forth in this Final Plat, and subordinates the lien represented by the aforesaid Deed of Trust to the dedications, restrictions, covenants and conditions shown on this Final Plat.

By: _____
Lienholder

STATE OF COLORADO)
COUNTY OF MESA) ss.

The foregoing was acknowledged before me this ____ day of _____, A.D. 2020

by _____ as _____ of _____

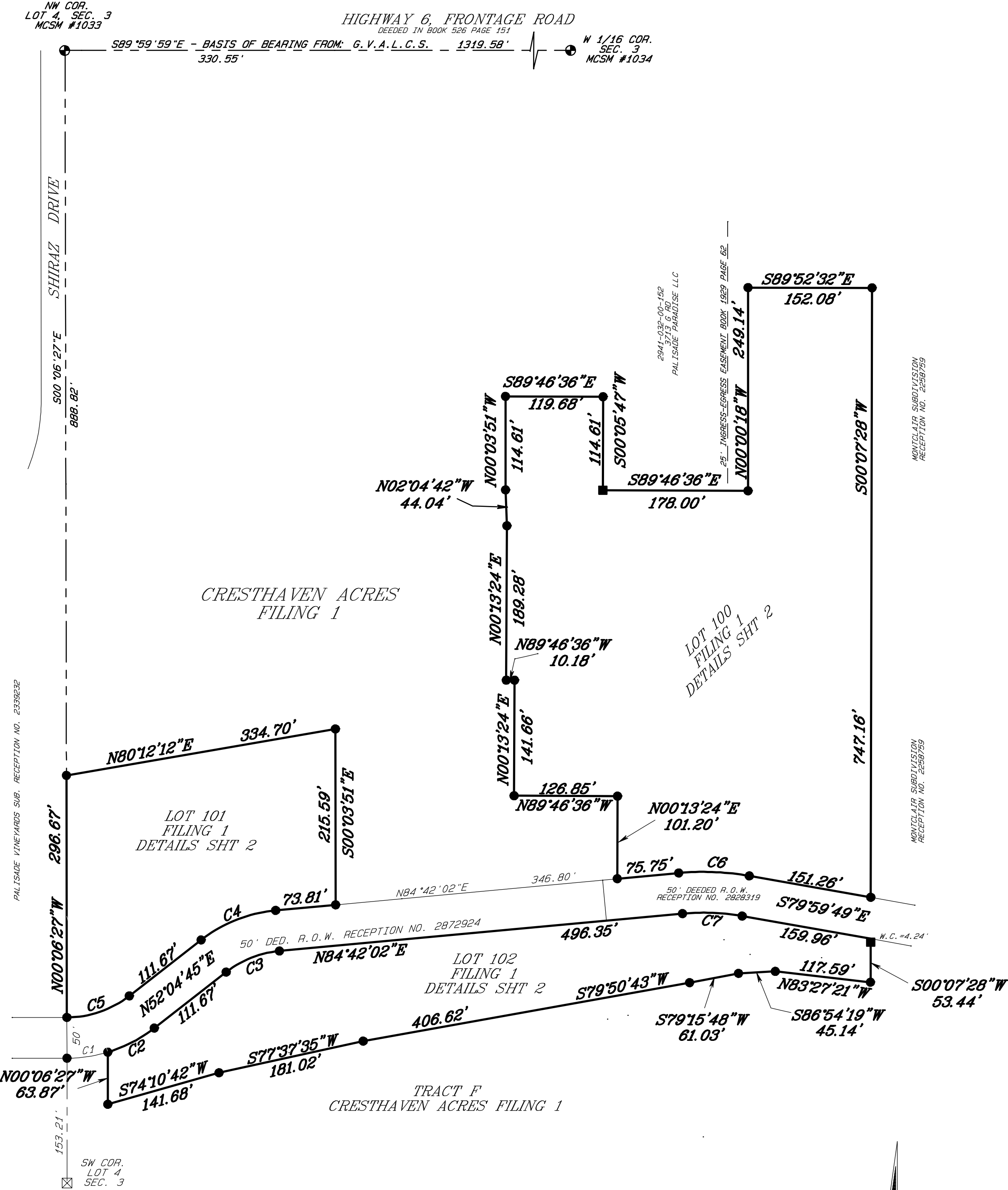
Witness my hand and official seal: _____
Notary Public

My commission expires: _____

COMMUNITY DEVELOPMENT DIRECTOR CERTIFICATE

This Plat approved by the Town of Palisade Community Development Director the ____ day of _____, A.D., 2020.

Chairman



BOARD OF TRUSTEES CERTIFICATE

This Plat approved by the Board of Trustees of the Town of Palisade, Colorado.

this ____ day of _____, 2020, for filing with the Clerk and Recorder of Mesa County, Colorado, and for conveyance or dedication to the Town of the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of Palisade for financing or construction of improvements on said lands, streets or easements dedicated to the Town except as specifically agreed to by the Board of Trustees of the Town of Palisade. Further, said approval in no way obligates the Town of Palisade for maintenance of public improvements until construction of said improvements has been completed in accordance with the Town of Palisade's specifications and the Town of Palisade has agreed to accept said improvements. This approval does not guarantee that the size, soil conditions, sub-surface geology, ground water conditions, or flooding conditions of any lot shown hereon are such that a planning clearance, building permit, or any other required permit will be issued. This approval is with the understanding that all expenses involving required improvements for all utility services, paving, grading, landscaping, curbs, gutters, sidewalks, street lighting, street signs, other traffic control devices, flood protection devices, drainage structures and all other improvements that may be required shall be the responsibility of the owners designated hereon, and not the Town of Palisade, unless otherwise specifically agreed to in writing by the Board of Trustees.

TOWN OF PALISADE, COLORADO

Witness my hand and official seal of the Town of Palisade

By: _____ Mayor ATTEST: _____ Town Clerk

CERTIFICATE OF TAXES PAID

I, the undersigned, do hereby certify the entire amount of taxes and assessments due and payable as of _____ upon all parcels of real estate described on this Plat are paid in full.

Dated the ____ day of _____, A.D. 2020.

Treasurer of Mesa County, Colorado

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
COUNTY OF MESA) ss.

This Plat was filed for record in the office of the Mesa County Clerk and Recorder at _____ o'clock ____ M., on this ____ day of _____, A.D. 2020, at Reception No. _____, Drawer No. _____, Fees _____.

Mesa County Clerk and Recorder

Deputy

SURVEYOR'S CERTIFICATE

I, Michael W. Drissel, a registered professional land surveyor licensed in the State of Colorado, do hereby certify that this plat is a true and correct, and complete plat of CRESTHAVEN ACRES FILING 2, as laid out, plotted, and shown hereon, that such plat was made from an accurate survey of said property by me or under my direct supervision and correctly shows the location and dimensions of the lots in compliance with Article 51 of Title 38 C.R.S., as amended.

Executed this ____ day of _____, A.D. 2020.

FOR REVIEW

FINAL PLAT CRESTHAVEN ACRES FILING 2 LOCATED IN LOT 4, SEC. 3, T1S, R2E, U.M. D H SURVEYS INC. 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8749					
Designed By	M. W. D.	Checked By	E. E. B.	Job No.	198-17-88
Drawn By	TMODEL	Date	NOV. 2019	Sheet	1 OF 2

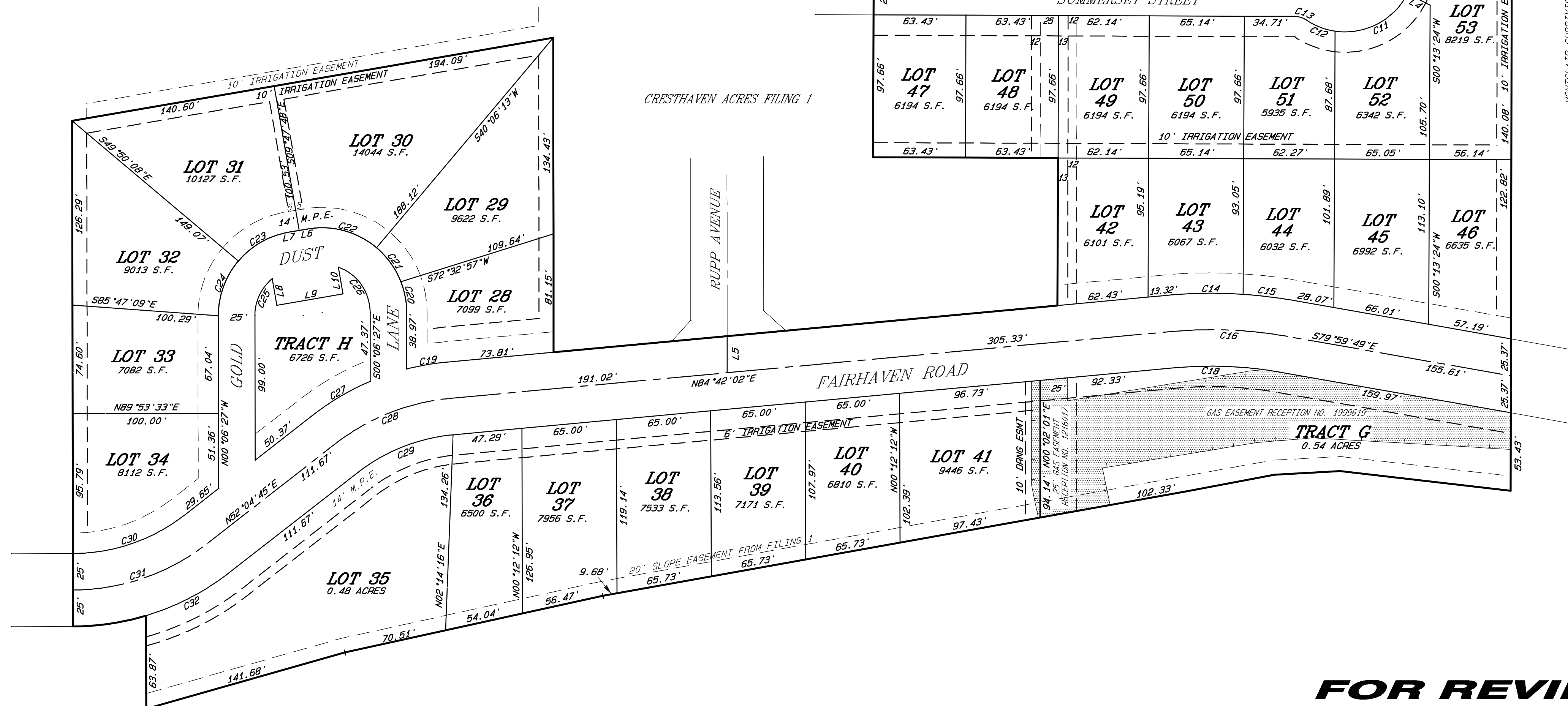
REVISED 02/05/2020

FINAL PLAT

CRESTHAVEN ACRES FILING 2

A Re-plat of Lot 100, 101 and 102, Cresthaven Acres Filing 1, Reception No. 2872924
Located in LOT 4, SEC. 3, T1S, R2E, U.M.
Town of Palisade, County of Mesa, State of Colorado

L/C	DELTA	ARC/TANG	RADIUS	CHORD	CHORD BEARING
L1		3.09'			S89°46'36"E
C1	33°51'35"	7.98'	13.50'	7.86'	N73°17'36"E
C2	12°37'25"	10.58'	48.00'	10.55'	N62°40'31"E
C3	92°18'32"	77.33'	48.00'	69.24'	S64°51'31"E
C4	62°41'18"	44.14'	48.00'	42.60'	S07°38'24"W
C5	33°51'35"	7.98'	13.50'	7.86'	S17°03'15"W
C6	89°54'04"	55.70'	35.50'	50.16'	S44°49'34"E
L2		26.97'			S44°49'34"E
C7	90°05'56"	55.82'	35.50'	50.25'	S45°10'26"W
L3		26.98'			S45°10'26"W
C8	33°54'17"	7.99'	13.50'	7.87'	S16°59'41"E
C9	28°10'11"	23.60'	48.00'	23.36'	S19°41'44"E
C10	32°41'00"	27.38'	48.00'	27.01'	S10°43'52"W
L4		17.33'			S62°55'38"E
C11	71°14'23"	59.68'	48.00'	55.91'	S62°41'34"W
C12	25°48'55"	21.63'	48.00'	21.44'	N68°46'47"W
C13	33°54'17"	7.99'	13.50'	7.87'	N72°49'27"W
C14	9°09'24"	51.94'	325.00'	51.88'	N89°16'44"E
C15	6°08'45"	34.86'	325.00'	34.84'	S83°04'11"E
C16	15°18'09"	80.12'	300.00'	79.89'	S87°38'53"E
C18	15°18'09"	73.45'	275.00'	73.23'	S87°38'53"E
L5		25.10'			N00°03'51"W
C19	9°02'54"	27.64'	175.00'	27.61'	S80°10'35"W
C20	21°02'58"	21.31'	58.00'	21.19'	N10°38'37"W
C21	28°44'32"	29.10'	58.00'	28.79'	N35°32'22"W
C22	49°49'29"	50.44'	58.00'	48.86'	N74°49'23"W
L6		5.91'			S80°15'53"W
L7		7.32'			S80°15'53"W
C23	40°06'51"	40.61'	58.00'	39.78'	S60°12'28"W
C24	40°15'38"	40.76'	58.00'	39.92'	S60°01'13"W
C25	50°32'32"	29.11'	33.00'	28.18'	N65°09'32"E
L8		18.64'			S09°47'48"E
L9		46.00'			N80°12'12"E
L10		18.63'			N09°47'48"W
C26	69°53'35"	40.26'	33.00'	37.81'	S35°04'27"E
C27	14°55'50"	45.60'	175.00'	45.47'	S59°32'40"W
C28	32°37'17"	85.40'	150.00'	84.25'	S68°23'24"W
C29	32°37'17"	71.17'	125.00'	70.21'	S68°23'24"W
C30	37°47'11"	82.44'	125.00'	80.95'	S70°58'20"W
C31	37°47'27"	98.94'	150.00'	97.15'	S70°58'29"W
C32	21°11'30"	64.73'	175.00'	64.36'	S62°40'30"W
L11		20.00'			S89°52'32"E



PLAT NOTES

There is a 14' Multipurpose Easement along all dedicated right-of-way.

All other easements shown are Irrigation and Drainage Easements, unless specifically labeled.

All lots that are accessed by shared driveways will provide 4 onsite parking spaces.

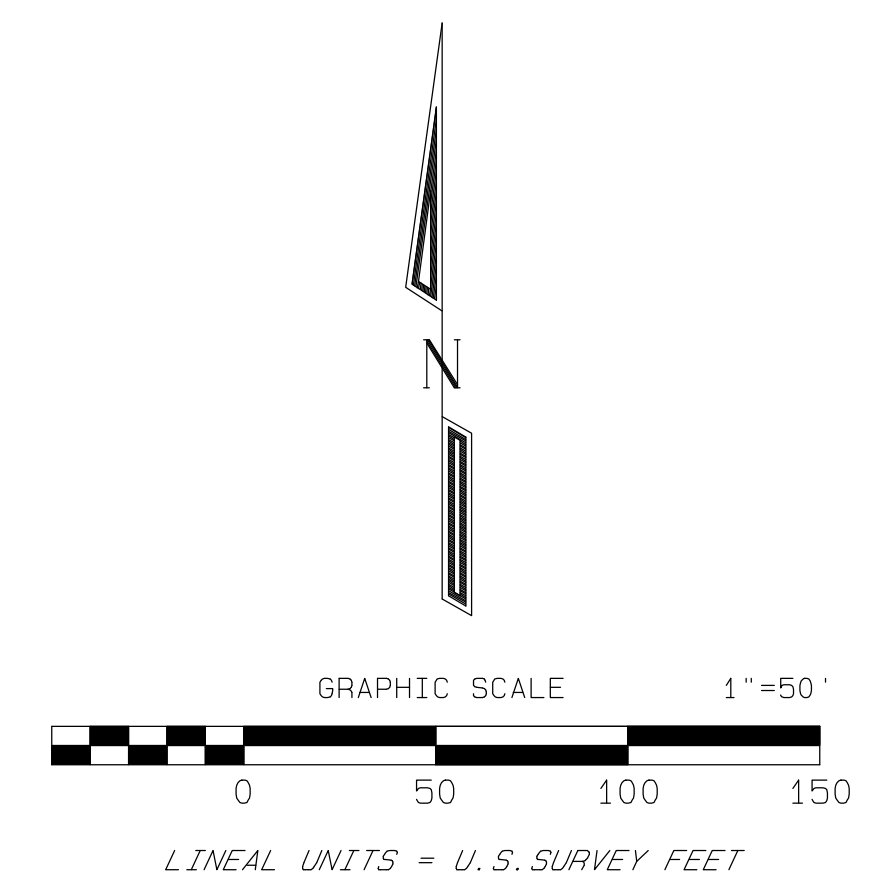
NOTICE: According to Colorado law you must commence any legal action based upon any defect in the survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of this certification/statement shown hereon.

LEGEND & ABBREVIATIONS

- FOUND MESA COUNTY SURVEY MARKER
- ⊗ FOUND BLM ALUMINUM CAP
- FOUND #5 REBAR N/1" RED PLASTIC CAP STAMPED MOUNTAIN SURVEYING LS 24943
- ▲ FOUND #5 REBAR N/1" YELLOW PLASTIC CAP STAMPED LS 14113
- FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED LS 18469
- △ FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED LS 29419
- FOUND #5 REBAR N/1.5" ALUMINUM CAP STAMPED VISTA LS 19397
- ⊗ FOUND 2.5" ALUMINUM CAP STAMPED LS 29419
- FOUND BENT #5 REBAR, REPLACED, ADDED 2" ALUMINUM CAP STAMPED LS 20677
- ⊗ SET #5 REBAR N/3" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
- SET OR FOUND #5 REBAR N/2" ALUMINUM CAP STAMPED D H SURVEYS LS 20677
- G.V.A.L.C.S. = GRAND VALLEY AREA LOCAL COORDINATE SYSTEM
- M.C. = MOUNTAIN COUNTY
- P.O.B. = POINT OF BEGINNING
- S.F. = SQUARE FEET
- ESMT. = EASEMENT

AREA SUMMARY

DEVELOPMENT	1.16 AC./12%
ROADS	1.21 AC./100%
TRACTS	0.76 AC./100%
TOTAL	9.63 AC./100%



FOR REVIEW

FINAL PLAT CRESTHAVEN ACRES FILING 2 LOCATED IN LOT 4, SEC. 3, T1S, R2E, U.M. D H SURVEYS INC. 118 OURAY AVE. - GRAND JUNCTION, CO. (970) 245-8749		
Designed By	M. W. D.	Checked By
Drawn By	TMODEL	Date
Job No.	198-17-88	Sheet
	2	OF 2

REVISED 02/05/2020
REVISED 05/28/2020