



**AGENDA**  
**for the Board of Trustees**  
**of the Town of Palisade, Colorado**  
**341 W 7<sup>th</sup> Street (Palisade Civic Center)**

**August 23, 2022**

**6:00 pm Regular Meeting**

**A live stream of the meeting may be viewed at:**

**<https://us06web.zoom.us/j/3320075780>**

- I. **REGULAR MEETING CALLED TO ORDER AT 6:00 pm**
- II. **PLEDGE OF ALLEGIANCE**
- III. **ROLL CALL**
- IV. **AGENDA ADOPTION**
- V. **ANNOUNCEMENTS**
  - A. **PUBLIC COMMENT REMINDER:** All emails sent to the Town Clerk for public comment on a specific agenda item prior to the day packets are published will be included in the staff report. Emails received after the packets are posted will be forwarded to the Board of Trustees. Any member of the public who wishes to have a statement or email read into the Minutes is required to appear in person and make said statements to the Board directly.
  - B. **GET INVOLVED WITH OUR COMMUNITY! UPCOMING PUBLIC MEETINGS (Palisade Civic Center 341 W 7<sup>th</sup> Street):**
    1. **Tourism Advisory Board** – Thursday, September 8, 2022, at 9:00 am
    2. **Palisade Planning Commission** – Tuesday, September 6, 2022, at 6:00 pm
  - C. **PLANNING COMMISSION OPENING** The Palisade Planning Commission has one vacancy with a term that expires in February 2023. Applications to fill that vacancy are being accepted until August 31, 2022. Please email a letter of interest to [brusche@townofpalisade.org](mailto:brusche@townofpalisade.org)
  - D. **OPEN HOUSE** w/ CDOT to view **design options for Elberta, Iowa, and Cresthaven on Highway 6** and transportation connections within the Town of Palisade on August 25, 2022, 3:00 pm – 7:00 pm at Veterans Memorial Community Center (120 W 8th Street, Palisade).
  - E. **DEMOLITION OF THE BATHROOMS** at Veterans Memorial Park will be on August 29 & 30, 2022. Temporary porta-potties will be available at the park until the new bathrooms are installed.

**VI. PRESENTATIONS****A. Palisade Art Vision**

*Gary H. will update the Board on the sculptures that will be unveiled in downtown Palisade on Saturday, September 10, 2022.*

**B. Palisade Sunrise Rotary**

*The Town of Palisade will present the Palisade Sunrise Rotary with payment for managing the 2022 Palisade Bluegrass & Roots Festival Bar.*

**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 any Board Member may ask that an item be removed from the Consent Agenda for individual consideration.*

**A. Expenditures**

- Approval of Bills from Various Town Funds - August 4, 2022 – August 17, 2022

**B. Minutes**

- Minutes from August 9, 2022, Regular Board of Trustees Meeting

**IX. NEW ITEMS****A. Resolution 2022-14 approving an Intergovernmental Agreement (IGA) with Mesa County Elections for Coordinated Special Election**

*The Board of Trustees will consider directing the Mayor to enter into an agreement with Mesa County Elections to coordinate a special election on November 8, 2022, to ask the voters of the Town of Palisade if Lodging fees should be increased.*

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

**B. Purchase of a used 2021 Toyota Pick-Up Truck for the Parks Department**

*The Board of Trustees will consider authorizing the purchase of a 2021 Toyota pick-up truck for the Parks Department for no more than \$35,000.00.*

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

**C. Resolution 2022-13 Supporting the Safe Streets and Roads for All (SS4A) Grant and Memorandum of Agreement**

*The Board of Trustees will consider a Resolution supporting a grant application by the Mesa County Regional Transportation Planning Office (RTPO) under the Safe Streets And Roads For All Program and approve a Memorandum of Agreement.*

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

**D. Resolution 2022-15 supporting a Department of Local Affairs (DOLA) Grant Application**

*The Board of Trustees will consider Resolution 2022-15 supporting the grant application for an Energy and Mineral Impact Assistance Program grant from DOLA for a new lift station on Troyer Avenue.*

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

**E. Resolution 2022-16 supporting a Federal Mineral Lease District (FMLD) Grant Application**

*The Board of Trustees will consider Resolution 2022-16 supporting a Federal Mineral Lease District grant application for equipment for the Palisade Fire Department.*

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

**X. PUBLIC HEARING I**

**A. PRO 2022-08 Third Street Lodging Setback Variance**

*Serving as the Board of Adjustment for the Town of Palisade, the Board of Trustees will consider an application for a variance from the Palisade Land Development Code (LDC) to allow for a zero (0) foot rear yard setback where ten (10) feet is required, for the property located at 215 W. Third Street (Parcel # 2937-092-06-002), as applied for by Third Street Lodging LLC.*

1. Staff Presentation
2. Applicant Presentation
3. Public Comment (*Please limit comments to **three (3) minutes**, state your name and address*)
4. Board Discussion
5. Applicant Closing Remarks
6. Decision - *Motion, Second, and Rollcall Vote*

**XI. PUBLIC HEARING II**

**A. PRO 2022-14 Wine Country Inn Sign Variance**

*Serving as the Board of Adjustment for the Town of Palisade, the Board of Trustees will consider an application for a variance from the Palisade Land Development Code (LDC) to allow for the replacement of an existing sign, approximately 312 square feet advertising both Wine Country Inn and Grande River Vineyards. The sign has a height of thirty-six (36) feet above grade with a total height of thirty-nine (39) feet and is located on the property of 787 37 3/10 Road (2937-054-55-001), as applied for by the Bud's Signs on behalf of the property owner.*

1. Staff Presentation
2. Applicant Presentation
3. Public Comment (*Please limit comments to **three (3) minutes**, state your name and address*)
4. Board Discussion
5. Applicant Closing Remarks
6. Decision - *Motion, Second, and Rollcall Vote*

**XII. PUBLIC HEARING III****A. ORDINANCE 2022-16: Amending the Land Development Code (LDC) regarding Outdoor Lighting**

*The Board of Trustees will consider text amendments to the Land Development Code regarding Outdoor Lighting.*

1. Staff Presentation
2. Public Comment (*Please limit comments to **three (3) minutes**, state your name and address*)
3. Board Discussion
4. Decision - *Motion, Second, and Rollcall Vote*

**XIII. PUBLIC COMMENT**

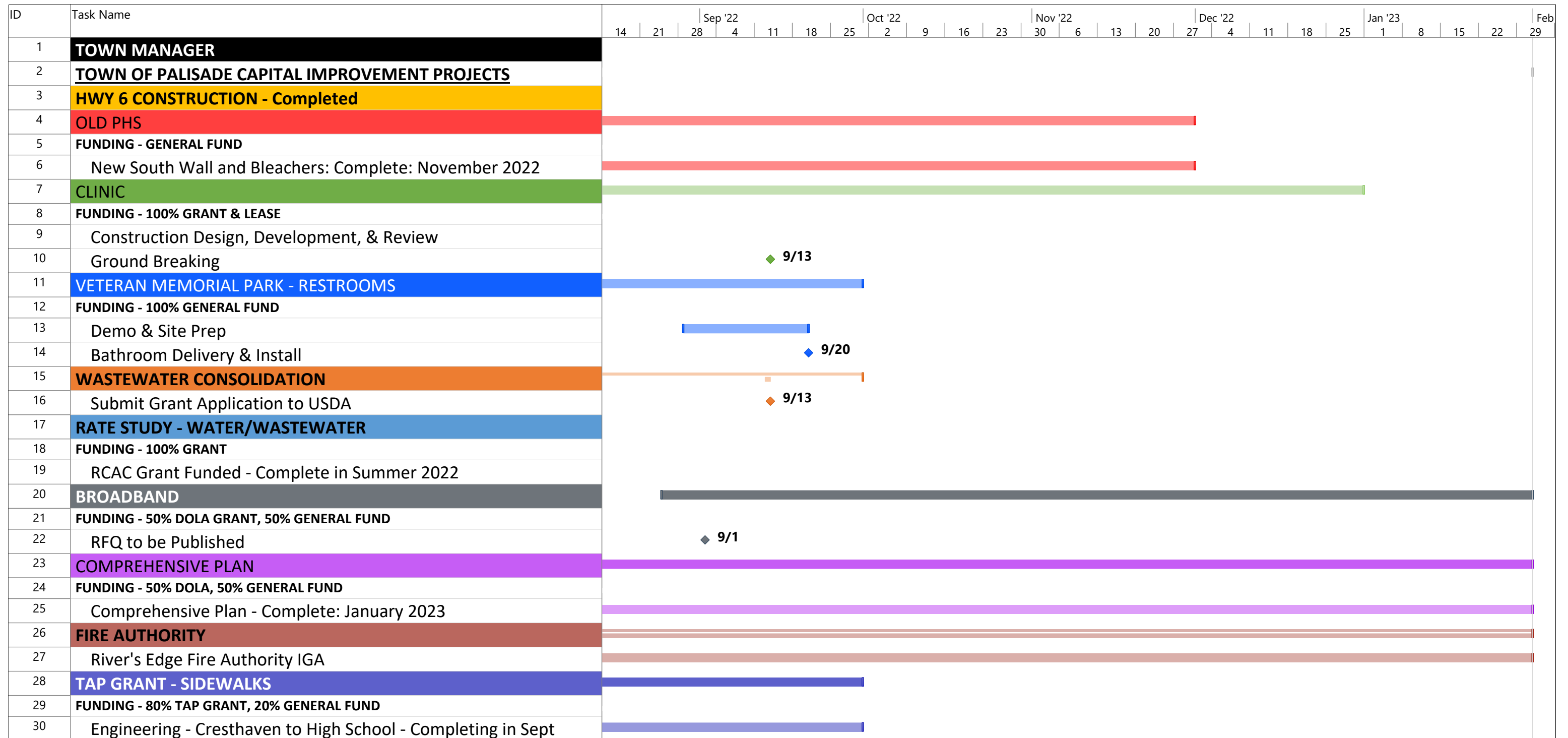
**All those who wish to speak during public comment must sign up on the sheet provided outside the boardroom doors. Please keep comments to 3 MINUTES OR LESS, and state your name and address.** *Neither the Board of Trustees nor staff will respond to comments at this time. The Board may direct staff to look into specific comments to bring back as an Agenda item at a future meeting; however, the Board reserves the right to clarify information from comments that are factually incorrect.*

**XIV. BOARD OF TRUSTEES OPEN DISCUSSION**

*This is a chance for the Board of Trustees to voice concerns, opportunities, or other important topics, not on the Agenda. Each Trustee will be held to a limit of three (3) minutes apiece to speak*

**XV. COMMITTEE REPORTS****XVI. ADJOURNMENT****SAVE THE DATE(s):**

- **August 25, 2022 from 3pm to 7pm – Open House w/ CDOT and CPS** *to discuss proposed Highway 6 improvements and transportation connections within the Town of Palisade (To be held at the Veterans Memorial Community Center - 120 W 8th Street, Palisade)*
- **August 27, 2022, at 6:00 pm - Palisade Fire Department Graduation Ceremony** *at the Fire Station.*
- **September 8, 2022 6:00 pm - BUDGET WORK SESSION**
- **September 13, 2022 at 6:00 pm – Groundbreaking for the Community Clinic**
- **September 28, 2022, at 9:30 am BOARD OF TRUSTEES WATERSHED TOUR** *Please RSVP for the event as soon as possible so transportation can be arranged.*
- **October 11, 2022 5:30 pm Board of Trustees Work Session Re: Sewer Pre-Treatment**





175 E 3<sup>rd</sup> Street  
P.O. Box 128  
Palisade, CO 81526

Phone: (970) 464-5602  
Fax: (970) 464-5609  
[palisade.colorado.gov](http://palisade.colorado.gov)

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## EXPENDITURES - APPROVAL BY DEPARTMENT

Council Meeting Date – August 23, 2022

Date Range of Payables – August 4, 2022 – August 17, 2022

Report Criteria:

- Invoices with totals above \$0 included.
- Paid and unpaid invoices included.
- Invoice Detail.Input date = 08/04/2022-08/17/2022

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
AFLAC INSURANCE	PR0806220	AFLAC Pre-tax Pay Period: 8/6/2	08/10/2022	205.83	.00		
AFLAC INSURANCE	PR0806220	AFLAC After-Tax Pay Period: 8/6/	08/10/2022	48.60	.00		
COLORADO DEPT OF REVENU	PR0806220	State Withholding Tax Pay Period	08/10/2022	3,132.00	.00		
COLORADO STATE TREASURE	PR0806221	State Unemployment Tax Pay Per	08/10/2022	289.29	.00		
FICA/MED/ P/R TAXES	PR0806222	Federal Withholding Tax Pay Peri	08/10/2022	8,722.05	.00		
FICA/MED/ P/R TAXES	PR0806222	Social Security Pay Period: 8/6/2	08/10/2022	3,687.81	.00		
FICA/MED/ P/R TAXES	PR0806222	Social Security Pay Period: 8/6/2	08/10/2022	3,687.81	.00		
FICA/MED/ P/R TAXES	PR0806222	Medicare Pay Period: 8/6/2022	08/10/2022	1,412.46	.00		
FICA/MED/ P/R TAXES	PR0806222	Medicare Pay Period: 8/6/2022	08/10/2022	1,412.46	.00		
FIRE AND POLICE PENSION	PR0806220	FPPA Fire DD Pay Period: 8/6/20	08/10/2022	315.09	.00		
FIRE AND POLICE PENSION	PR0806220	FPPA 457 Pay Period: 8/6/2022	08/10/2022	150.00	.00		
FIRE AND POLICE PENSION	PR0806220	Police Pension Pay Period: 8/6/2	08/10/2022	2,911.22	.00		
FIRE AND POLICE PENSION	PR0806220	Police Pension Pay Period: 8/6/2	08/10/2022	2,183.41	.00		
FIRE AND POLICE PENSION	PR0806220	Fire Pension Pay Period: 8/6/202	08/10/2022	1,181.58	.00		
FIRE AND POLICE PENSION	PR0806220	Fire Pension Pay Period: 8/6/202	08/10/2022	886.19	.00		
FIRE AND POLICE PENSION	PR0806220	FPPA Police DD Pay Period: 8/6/	08/10/2022	776.32	.00		
ICMA TRST 401 - 107074	PR0625220	ICMA 401K Pay Period: 6/25/202	06/30/2022	215.86	215.86	08/11/2022	
ICMA TRST 401 - 107074	PR0806220	ICMA 401K Pay Period: 8/6/2022	08/10/2022	2,375.00	.00		
ICMA TRST 401 - 107074	PR0806220	ICMA 401K Pay Period: 8/6/2022	08/10/2022	2,375.00	.00		
ICMA TRST 457 - 304721	PR0806220	ICMA 457 Pay Period: 8/6/2022	08/10/2022	50.00	.00		
MESA COUNTY VALLEY SCHOO	120121-73122	SCHOOL LAND DEDICATION FE	08/04/2022	8,280.00	8,280.00	08/10/2022	
PROFORCE LAW ENFORCEME	489856	PD PR PURCH PLAN - STANFO	07/28/2022	462.76	462.76	08/18/2022	
PROFORCE LAW ENFORCEME	489856	PD PURCH PLAN - HIGGINS	07/28/2022	462.76	462.76	08/18/2022	
PROFORCE LAW ENFORCEME	490028	PD PR PURCH PLAN - SEGERS	07/29/2022	462.76	462.76	08/18/2022	
PROFORCE LAW ENFORCEME	490028	PD PR PURCH PLAN - CLARKS	07/29/2022	462.76	462.76	08/18/2022	
FAMILY SUPPORT REGISTRY	PR0806221	FIPS 056888833 Garnishment P	08/10/2022	342.07	342.07	08/18/2022	
MUTUAL OF OMAHA INSURANC	PR0806221	LTD - MOA Pay Period: 8/6/2022	08/10/2022	312.69	.00		
MUTUAL OF OMAHA INSURANC	PR0806221	LTD - MOA Pay Period: 8/6/2022	08/10/2022	18.34	.00		
RECREATION PROGRAM REFU	2022.08.02 - P	PARK DEPOSIT REFUND	08/02/2022	100.00	100.00	08/10/2022	
CEBT Payments	PR0806221	PR - Medical Dental Vision Life M	08/10/2022	18,285.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life M	08/10/2022	935.65	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life M	08/10/2022	5,613.75	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life M	08/10/2022	1,944.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life M	08/10/2022	3,888.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life D	08/10/2022	805.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life D	08/10/2022	40.60	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life D	08/10/2022	243.75	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life D	08/10/2022	111.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life D	08/10/2022	222.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life VI	08/10/2022	242.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life VI	08/10/2022	8.75	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life VI	08/10/2022	52.50	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life VI	08/10/2022	26.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life VI	08/10/2022	52.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life LI	08/10/2022	231.00	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life LI	08/10/2022	100.70	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life LI	08/10/2022	13.51	.00		
CEBT Payments	PR0806221	PR - Medical Dental Vision Life LI	08/10/2022	14.00	.00		
CHARLES BALKE	STATE OF CO	MEAL PER DIEM	06/19/2022	324.50	324.50	08/10/2022	
CHARLES BALKE	STATE OF CO	MILEAGE CHARGES	06/19/2022	469.64	469.64	08/10/2022	

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total :				80,545.47	11,583.11		

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Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ADMINISTRATION</b>							
CAPITAL BUSINESS SYSTEMS	32137522	CANNON COPIER RENTAL 107-	08/01/2022	601.00	601.00	08/10/2022	
CHADWICK, STEINKIRCHNER	65853	2021 AUDIT SERVICES - ADMIN	07/31/2022	3,774.51	3,774.51	08/10/2022	
CITY OF GRAND JUNCTION	2022-00077113	911 CHARGES- FD	08/02/2022	2,570.17	2,570.17	08/10/2022	
QUADIENT LEASING	N9517904	POSTAGE MACHINE LEASE	07/28/2022	297.72	297.72	08/10/2022	
OFFICE DEPOT	257741856001	OFFICE SUPPLY - ADMIN	07/29/2022	118.02	118.02	08/18/2022	
PROVELOCITY LLC	35975	INFORMATION TECHNOLOGY	08/01/2022	7,948.09	7,948.09	08/10/2022	
CENTURY LINK	08.01.2022	9016 - ADMIN. FAX	08/01/2022	112.60	112.60	08/10/2022	
WILD FLOWER, THE	000064	FLOWERS - ADMIN	08/04/2022	66.12	66.12	08/18/2022	
XCEL ENERGY	AUG 2022 INV	ADMINISTRATION LIGHTS	08/01/2022	894.80	.00		
KARP NEU HANLON, PC	36354	ADMIN - PROFESSIONAL SERVI	08/03/2022	5,749.00	.00		
SPECTRUM	108289601080	IT CHARGES - COMMUNITY CE	08/01/2022	119.99	119.99	08/10/2022	
SPECTRUM	126548301080	ADMIN PHONE	08/01/2022	506.35	506.35	08/10/2022	
AMAZON CAPITAL SERVICES	143P-C7WL-Y	ADMIN - OPERATING	08/01/2022	339.96	.00		
AMAZON CAPITAL SERVICES	143P-C7WL-Y	ADMIN - OFFICE SUPPLIES	08/01/2022	54.74	.00		
AMAZON CAPITAL SERVICES	143P-C7WL-Y	ADMIN - SMALL EQUIPMENT	08/01/2022	378.00	.00		
AMAZON CAPITAL SERVICES	143P-C7WL-Y	ADMIN - SMALL EQUIPMENT	08/01/2022	34.98	.00		
AMAZON CAPITAL SERVICES	143P-C7WL-Y	ADMIN - OFFICE SUPPLIES	08/01/2022	21.74	.00		
AMAZON CAPITAL SERVICES	16QP-XFR1-69	ADMIN - OPERATING - CREDIT	08/09/2022	71.98-	.00		
AMAZON CAPITAL SERVICES	1MFY-DDQ6-6	ADMIN - OPERATING - CREDIT	08/09/2022	71.98-	.00		
AT&T MOBILITY LLC	287313337970	TOWN MANAGER	07/20/2022	44.03	.00		
AT&T MOBILITY LLC	CM - 28731333	TOWN MANAGER	07/20/2022	200.00-	.00		
COMMUNITY PLANNING STRAT	2022-0206	COMPREHENSIVE PLAN	08/08/2022	9,186.50	.00		
Total ADMINISTRATION:				32,474.36	16,114.57		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>COMMUNITY DEVELOPMENT</b>							
COLUMN SOFTWARE, PBC	4E284DA7-011	COMM DEV - NOTICE	08/04/2022	14.04	14.04	08/18/2022	
COLUMN SOFTWARE, PBC	4E284DA7-011	COMM DEV - NOTICE	08/04/2022	15.49	15.49	08/18/2022	
COLUMN SOFTWARE, PBC	4E284DA7-011	COMM DEV - NOTICE	08/04/2022	18.39	18.39	08/18/2022	
COLUMN SOFTWARE, PBC	4E284DA7-011	COMM DEV - NOTICE	08/04/2022	10.65	10.65	08/18/2022	
AT&T MOBILITY LLC	287313337970	PLANNING GIS	07/20/2022	40.04	.00		
Total COMMUNITY DEVELOPMENT:				98.61	58.57		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>RECREATION</b>							
MESA COUNTY LANDFILL	1464041	RECREATION - PEACH FEST TR	08/15/2022	23.79	23.79	08/18/2022	
ROCKY MOUNTAIN STAND-BY P	4566	2022 BGF	06/13/2022	46.20	46.20	08/18/2022	
ROCKY MOUNTAIN STAND-BY P	4567	2022 BGF	06/13/2022	46.20	46.20	08/18/2022	
ROCKY MOUNTAIN STAND-BY P	4568	2022 BGF	06/13/2022	46.20	46.20	08/18/2022	
ROCKY MOUNTAIN STAND-BY P	4569	2022 BGF	06/13/2022	46.20	46.20	08/18/2022	
ROCKY MOUNTAIN STAND-BY P	4591	2022 BGF	06/13/2022	420.20	420.20	08/18/2022	
ROCKY MOUNTAIN STAND-BY P	4592	2022 BGF	06/16/2022	803.00	803.00	08/18/2022	
WASTE MANAGEMENT INC -	1736143-0576-	BLUEGRASS FESTIVAL	07/28/2022	1,678.79	1,678.79	08/10/2022	
RICK MANCUSO	2022.08.14 - S	SUNDAY MKT ENTERTAINMENT	08/10/2022	500.00	500.00	08/10/2022	
PEAR BLOSSOM FARMS	22806299	2022 PEACHFEST	08/05/2022	1,860.00	1,860.00	08/18/2022	
ENSTROM CANDIES INC	2022-1172593-	ICE CREAM SOCIAL - 2022	08/11/2022	450.10	450.10	08/18/2022	
AMAZON CAPITAL SERVICES	136D-PF17-1L	RECREATION - SUNDAY MARK	08/01/2022	52.68	.00		
AMAZON CAPITAL SERVICES	1WHQ-HDK7-1	RECREATION - SUPPLIES	08/01/2022	22.99	.00		
AMAZON CAPITAL SERVICES	1WHQ-HDK7-1	RECREATION - SUPPLIES	08/01/2022	7.99	.00		
AMAZON CAPITAL SERVICES	1WHQ-HDK7-1	RECREATION - SUPPLIES	08/01/2022	29.96	.00		
SAUVAGE SPECTRUM LLC	3254	2022 BGF - ALCHOHOL FOR EV	06/08/2022	528.84	528.84	08/18/2022	
ERIC P KELLY	2022.08.21 - S	SFM ENTERTAINER - 8/21/2022	08/17/2022	250.00	250.00	08/18/2022	
Total RECREATION:				6,813.14	6,699.52		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POLICE</b>							
CITY OF GRAND JUNCTION	2022-00077113	911 CHARGES-PD	08/02/2022	9,395.25	9,395.25	08/10/2022	
CURRENT SOLUTIONS, LLC.	10737	PD - CCTV - PALI PEACH SHAC	07/26/2022	3,115.83	.00		
CENTURY LINK	08.01.2022	1343 - TOWN HALL INTERNET-R	08/01/2022	174.70	174.70	08/10/2022	
CENTURY LINK	08.01.2022	1343 - PD INTOXICATOR PORTI	08/01/2022	35.00	35.00	08/10/2022	
COOP COUNTRY	249341	PD CAR WASH	07/27/2022	3.01	3.01	08/10/2022	
COOP COUNTRY	249342	PD CAR WASH	07/27/2022	4.89	4.89	08/10/2022	
COOP COUNTRY	249343	PD CAR WASH	07/27/2022	2.00	2.00	08/10/2022	
COOP COUNTRY	249344	PD CAR WASH	07/27/2022	8.00	8.00	08/10/2022	
COOP COUNTRY	249493	PD CAR WASH	08/03/2022	2.97	2.97	08/10/2022	
COOP COUNTRY	249494	PD CAR WASH	08/03/2022	8.00	8.00	08/10/2022	
COOP COUNTRY	249615	PD CAR WASH	08/10/2022	4.20	4.20	08/18/2022	
COOP COUNTRY	249616	PD CAR WASH	08/10/2022	6.18	6.18	08/18/2022	
COOP COUNTRY	249618	PD CAR WASH	08/10/2022	2.07	2.07	08/18/2022	
COOP COUNTRY	249619	PD CAR WASH	08/10/2022	2.36	2.36	08/18/2022	
COOP COUNTRY	249620	PD CAR WASH	08/10/2022	2.08	2.08	08/18/2022	
AMAZON CAPITAL SERVICES	1LJF-QRWK-X	PD - OPERATING	08/01/2022	8.88	.00		
RHINEHART OIL CO., LLC	IN-978428-22	PD - GAS/DIESEL	08/05/2022	251.27	251.27	08/10/2022	
RHINEHART OIL CO., LLC	IN-990012-22	PD - GAS/DIESEL	08/12/2022	296.67	296.67	08/18/2022	
AT&T MOBILITY LLC	287313337970	POLICE CELL PHONES	07/20/2022	533.40	.00		
AT&T MOBILITY LLC	287313337970	POLICE DATA	07/20/2022	471.03	.00		
AT&T MOBILITY LLC	CM - 28731333	POLICE CELL PHONES	07/20/2022	2,400.00-	.00		
<b>Total POLICE:</b>				<b>11,927.79</b>	<b>10,198.65</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>CEMETERY</b>							
GOODWIN SERVICE, INC.	T1113	TOILET CLEANING - CEMETER	08/01/2022	90.00	90.00	08/18/2022	
XCEL ENERGY	AUG 2022 INV	CEMETERY LIGHTS	08/01/2022	211.39	.00		
RHINEHART OIL CO., LLC	IN-978428-22	CEMETERY - GAS/DIESEL	08/05/2022	76.25	76.25	08/10/2022	
RHINEHART OIL CO., LLC	IN-990012-22	CEMETERY - GAS/DIESEL	08/12/2022	71.04	71.04	08/18/2022	
Total CEMETERY:				448.68	237.29		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FIRE / EMS</b>							
BOOKCLIFF AUTO PARTS INC	447901	FD VEHICLE MAINTENANCE	07/25/2022	17.98	17.98	08/10/2022	
BOOKCLIFF AUTO PARTS INC	448528	FD VEHICLE MAINTENANCE	07/26/2022	7.69	7.69	08/10/2022	
BOUND TREE MEDICAL, LLC	84623026	MEDICAL SUPPLIES/EMS	08/01/2022	257.40	257.40	08/10/2022	
BOUND TREE MEDICAL, LLC	84634573	MEDICAL SUPPLIES/EMS	08/09/2022	257.40	257.40	08/18/2022	
MESA COUNTY	EM-000385	AMBULANCE TRANSPORT FEE	08/02/2022	3,040.00	.00		
CENTURY LINK	08.01.2022	4735 - FIRE INTERNET	08/01/2022	168.53	168.53	08/10/2022	
CENTURY LINK	08.01.2022	9913 - FIRE ALARM	08/01/2022	210.88	210.88	08/10/2022	
CENTURY LINK	08.01.2022	0032 DATA - FIRE ALERT SYS.	08/01/2022	375.00	375.00	08/10/2022	
CENTURY LINK	08.01.2022	0032 PHONE - FIRE ALERT SYS.	08/01/2022	2,568.67	2,568.67	08/10/2022	
XCEL ENERGY	AUG 2022 INV	FIRE/EMS LIGHTS	08/01/2022	1,185.88	.00		
SPECTRUM ENTERPRISE	000082007212	INTERNET FIRE DEPT.	07/21/2022	157.97	157.97	08/10/2022	
CURTIS	INV619367	FD - SMALL TOOLS	08/03/2022	865.56	865.56	08/18/2022	
JUSTICE FAMILY ENTERPRISES	22-2815	PERSONNEL ACCOUNTABILITY	08/01/2022	256.90	256.90	08/10/2022	
HARTMAN BROTHERS, INC	376530	FD - OXYGEN - CYLINDER FEE	07/31/2022	2.52	2.52	08/10/2022	
AMAZON CAPITAL SERVICES	17YY-J6YQ-W	FD - VEHICLE MAINTENANCE	08/01/2022	62.97	.00		
AMAZON CAPITAL SERVICES	17YY-J6YQ-W	FD - SMALL EQUIPMENT	08/01/2022	230.95	.00		
AMAZON CAPITAL SERVICES	17YY-J6YQ-W	FD - OFFICE SUPPLIES	08/01/2022	303.50	.00		
AMAZON CAPITAL SERVICES	17YY-J6YQ-W	FD - BUILDING REPAIR/MAINT	08/01/2022	47.94	.00		
AMAZON CAPITAL SERVICES	19KK-PNFG-X	FD - SMALL EQUIPMENT	08/01/2022	2,615.04	.00		
AMAZON CAPITAL SERVICES	1WHQ-HDK7-1	FD - OPERATING	08/01/2022	168.95	.00		
AMAZON CAPITAL SERVICES	1WHQ-HDK7-1	FD - OPERATING	08/01/2022	22.96	.00		
AMAZON CAPITAL SERVICES	1WHQ-HDK7-1	FD - OPERATING	08/01/2022	27.90	.00		
RHINEHART OIL CO., LLC	IN-978428-22	FD/EMS - GAS/DIESEL	08/05/2022	416.94	416.94	08/10/2022	
RHINEHART OIL CO., LLC	IN-990012-22	FD/EMS - GAS/DIESEL	08/12/2022	182.47	182.47	08/18/2022	
CONSOLIDATED FLEET SERVIC	2022KS0136	FD - LADDER TESTING	08/10/2022	1,013.00	1,013.00	08/18/2022	
AT&T MOBILITY LLC	287313337970	FIRE CELL PHONES	07/20/2022	191.24	.00		
AT&T MOBILITY LLC	287313337970	FIRE HOTSPOTS	07/20/2022	160.16	.00		
AT&T MOBILITY LLC	CM - 28731333	FIRE CELL PHONES	07/20/2022	600.00-	.00		
AT&T MOBILITY LLC	CM - 28731333	FIRE HOTSPOTS	07/20/2022	300.00-	.00		
ACTIVE911, INV	432091	FD - EMERGENCY NOTIFICATIO	08/01/2022	390.00	390.00	08/10/2022	
Total FIRE / EMS:				14,306.40	7,148.91		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>EMS</b>							
BOBCAT OF THE ROCKIES	12104560	SHARED STREETS & PARKS	08/15/2022	243.24	243.24	08/18/2022	
BOOKCLIFF AUTO PARTS INC	449600	STREETS / PARKS SHARED CO	07/28/2022	122.01	122.01	08/18/2022	
BOOKCLIFF AUTO PARTS INC	450900	STREETS / PARKS SHARED CO	08/01/2022	50.97	50.97	08/18/2022	
BOOKCLIFF AUTO PARTS INC	450951	STREETS / PARKS SHARED CO	08/01/2022	23.02	23.02	08/18/2022	
BOOKCLIFF AUTO PARTS INC	451166	STREETS / PARKS SHARED CO	08/01/2022	66.66	66.66	08/18/2022	
BOOKCLIFF AUTO PARTS INC	451519	STREETS / PARKS SHARED CO	08/02/2022	59.94	59.94	08/18/2022	
BOOKCLIFF AUTO PARTS INC	451583	STREETS / PARKS SHARED CO	08/02/2022	.00	.00		
BOOKCLIFF AUTO PARTS INC	451681	STREETS / PARKS SHARED CO	08/02/2022	87.25	87.25	08/18/2022	
BOOKCLIFF AUTO PARTS INC	451683	STREETS / PARKS SHARED CO	08/02/2022	16.49	16.49	08/18/2022	
BOOKCLIFF AUTO PARTS INC	452175 - CM	STREETS / PARKS SHARED CO	08/03/2022	12.49-	12.49-	08/18/2022	
BOOKCLIFF AUTO PARTS INC	452861	STREETS / PARKS SHARED CO	08/04/2022	60.79	60.79	08/18/2022	
BOOKCLIFF AUTO PARTS INC	454090	STREETS / PARKS SHARED CO	08/08/2022	42.18	42.18	08/18/2022	
BOOKCLIFF AUTO PARTS INC	454099	STREETS / PARKS SHARED CO	08/08/2022	38.58	38.58	08/18/2022	
BOOKCLIFF AUTO PARTS INC	454703	STREETS / PARKS SHARED CO	08/09/2022	69.60	69.60	08/18/2022	
BOOKCLIFF AUTO PARTS INC	455379	STREETS / PARKS SHARED CO	08/10/2022	67.83	67.83	08/18/2022	
BOOKCLIFF AUTO PARTS INC	455449	STREETS / PARKS SHARED CO	08/10/2022	77.42	77.42	08/18/2022	
BOOKCLIFF AUTO PARTS INC	455577	STREETS / PARKS SHARED CO	08/10/2022	143.98	143.98	08/18/2022	
BOOKCLIFF AUTO PARTS INC	455973	STREETS / PARKS SHARED CO	08/11/2022	16.58	16.58	08/18/2022	
HEUTON TIRE COMPANY INC.	163918	SHARED EXPENSES	08/09/2022	974.80	974.80	08/18/2022	
HEUTON TIRE COMPANY INC.	164010	SHARED EXPENSES	08/15/2022	301.80	301.80	08/18/2022	
HEUTON TIRE COMPANY INC.	164025	SHARED EXPENSES	08/16/2022	542.40	542.40	08/18/2022	
HONNEN EQUIPMENT CO.	1400712	SHARED DEPT EXPENSES	08/15/2022	37.28	37.28	08/18/2022	
WESTERN IMPLEMENT	IN18236	SHARED EXPENSES	08/08/2022	130.92	130.92	08/18/2022	
WESTERN IMPLEMENT	IN18278 - CM	SHARED EXPENSES - CM	08/09/2022	181.75-	181.75-	08/18/2022	
WESTERN IMPLEMENT	IN18528	SHARED EXPENSES	08/15/2022	80.23	80.23	08/18/2022	
WESTERN IMPLEMENT	SE09980	SHARED EXPENSES	08/08/2022	434.99	434.99	08/18/2022	
COOP COUNTRY	249345	PW CAR WASH	07/27/2022	10.00	10.00	08/10/2022	
COOP COUNTRY	249346	PW CAR WASH	07/27/2022	9.63	9.63	08/10/2022	
COOP COUNTRY	249495	PW CAR WASH	08/03/2022	10.00	10.00	08/10/2022	
COOP COUNTRY	249496	PW CAR WASH	08/03/2022	2.00	2.00	08/10/2022	
COOP COUNTRY	249497	PW CAR WASH	08/03/2022	2.18	2.18	08/10/2022	
TYLER BATTERY	080315	SHARED COSTS	08/04/2022	228.74	228.74	08/18/2022	
AMAZON CAPITAL SERVICES	136D-PF17-1L	SHARED EXPENSES - STREET	08/01/2022	22.65	.00		
HONK-KEY LOCK & SAFE LLC	3108-595-A	SHARED EXPENSES - KEYS	08/16/2022	469.28	469.28	08/18/2022	
Total EMS:				4,249.20	4,226.55		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>STREETS</b>							
XCEL ENERGY	AUG 2022 INV	STREET LIGHTS	08/01/2022	122.92	.00		
XCEL ENERGY	AUG 2022 INV	307 MAIN -CHARGING STATION	08/01/2022	32.30	.00		
XCEL ENERGY	AUG 2022 INV	STREET LIGHTS	08/01/2022	3,059.32	.00		
RHINEHART OIL CO., LLC	IN-978428-22	STREETS - GAS/DIESEL	08/05/2022	190.63	190.63	08/10/2022	
RHINEHART OIL CO., LLC	IN-990012-22	STREETS - GAS/DIESEL	08/12/2022	177.61	177.61	08/18/2022	
HONK-KEY LOCK & SAFE LLC	3103-569-A	STREETS - VEHICLE KEY REPAI	08/10/2022	584.00	584.00	08/18/2022	
AT&T MOBILITY LLC	287313337970	STREETS	07/20/2022	40.04	.00		
DAWSON INFRASTRUCTURE S	INV211361	STREETS - SWEEPER PARTS	05/10/2022	654.05	654.05	08/10/2022	
DAWSON INFRASTRUCTURE S	INV211649	STREETS - SWEEPER REPAIRS	08/04/2022	594.96	594.96	08/18/2022	
DAWSON INFRASTRUCTURE S	INV211655	STREETS - SWEEPER REPAIRS	08/05/2022	222.39	222.39	08/18/2022	
DAWSON INFRASTRUCTURE S	INV211656	STREETS - SWEEPER REPAIRS	08/05/2022	73.29	73.29	08/18/2022	
Total STREETS:				5,751.51	2,496.93		



Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>WATER</b>							
BOOKCLIFF AUTO PARTS INC	451798	WATER - VEHICLE MAINTENAN	08/02/2022	10.28	10.28	08/18/2022	
BOOKCLIFF AUTO PARTS INC	452022	WATER - VEHICLE MAINTENAN	08/03/2022	35.88	35.88	08/18/2022	
BOOKCLIFF AUTO PARTS INC	452107	WATER - VEHICLE MAINTENAN	08/03/2022	436.08	436.08	08/18/2022	
BOOKCLIFF AUTO PARTS INC	454799 - CM	WATER - VEHICLE MAINTENAN	08/09/2022	436.08-	436.08-	08/18/2022	
CHADWICK, STEINKIRCHNER	65853	2021 AUDIT SERVICES - WATER	07/31/2022	1,779.41	1,779.41	08/10/2022	
GRAND JUNCTION WINWATER	065409-01	WATER DISTRIBUTION - REPAI	07/27/2022	724.22	724.22	08/10/2022	
MOUNTAIN PEAK CONTROLS	29675	WATER PLANT IMPROVEMENT	07/29/2022	2,849.00	.00		
MOUNTAIN PEAK CONTROLS	29675	CABIN METER REPLACEMENT	07/29/2022	2,346.00	.00		
CENTURY LINK	08.01.2022	7148 - CARETAKER RESERVOI	08/01/2022	65.93	65.93	08/10/2022	
DANSCO ENTERPRISES INC D	002751	MAINTENANCE SHOP FIRST AI	08/04/2022	43.92	43.92	08/10/2022	
UTE WATER CONSERVANCY	LAB22073	VOC ANNUAL COMPLIANCE	07/26/2022	125.00	125.00	08/10/2022	
UTE WATER CONSERVANCY	LAB22074	RAW WATER TOC SAMPLE	08/01/2022	40.00	40.00	08/10/2022	
UTILITY NOTIFICATION	222071087	UTILITY LOCATES - WATER	07/31/2022	61.10	61.10	08/10/2022	
WESTERN COLORADO AG-SER	345	WEED CONTROL- STREETS	07/28/2022	1,111.58	1,111.58	08/10/2022	
WESTERN SLOPE AUTO	195934	WATER - VEHICLE REPAIR/MAI	08/03/2022	771.73	771.73	08/18/2022	
WESTERN SLOPE AUTO	195943	WATER - VEHICLE REPAIR/MAI	08/03/2022	13.90	13.90	08/18/2022	
WESTERN SLOPE AUTO	196338	WATER - VEHICLE REPAIR/MAI	08/05/2022	419.34	419.34	08/18/2022	
XCEL ENERGY	AUG 2022 INV	WATER LIGHTS	08/01/2022	160.49	.00		
XCEL ENERGY	AUG 2022 INV	175 1/2 E. 3RS - BULK WATER S	08/01/2022	55.04	.00		
AIR COMPRESSOR SERVICE, L	54823	WATER - EQUIPMENT REPAIR	08/01/2022	22.86	22.86	08/10/2022	
CDPHE	FGD20220656	SAFE DRINKING WATER PROG	07/26/2022	465.00	465.00	08/10/2022	
CDPHE	WU231123547	PERMIT CO0000012 - BRENTW	07/14/2022	1,501.00	1,501.00	08/10/2022	
CDPHE	WU231125235	PERMIT COG641037 - PALISAD	07/14/2022	580.00	580.00	08/10/2022	
CDPHE	WU231133257	PERMIT CO0000012 - PRETREA	07/14/2022	92.00	92.00	08/10/2022	
DPE, LLC	7444	SITE LEASE-PAL PT.	07/31/2022	75.00	75.00	08/10/2022	
MUTUAL OF OMAHA INSURANC	EMP 37 CORR	LTD - Water	08/04/2022	16.37-	16.37-	08/04/2022	
COLORADO CSG II LLC	10072626	SUBSCRIBER - WATER	08/01/2022	871.86	871.86	08/10/2022	
SPECTRUM	126548301080	WATER PHONE	08/01/2022	116.85	116.85	08/10/2022	
AMAZON CAPITAL SERVICES	19JK-JJ6J-WD	WATER - VEHICLE MAINTENAN	08/01/2022	96.00	.00		
AMAZON CAPITAL SERVICES	19JK-JJ6J-WD	WATER - OPERATING SUPPLIE	08/01/2022	16.99	.00		
AMAZON CAPITAL SERVICES	19JK-JJ6J-WD	WATER - SMALL EQUIPMENT/T	08/01/2022	42.99	.00		
AMAZON CAPITAL SERVICES	19KK-PNFG-X	WATER - SMALL EQUIPMENT/T	08/01/2022	287.01	.00		
RHINEHART OIL CO., LLC	IN-978428-22	WATER - GAS/DIESEL	08/05/2022	266.89	266.89	08/10/2022	
RHINEHART OIL CO., LLC	IN-990012-22	WATER - GAS/DIESEL	08/12/2022	248.65	248.65	08/18/2022	
AT&T MOBILITY LLC	287313337970	WATER	07/20/2022	236.57	.00		
AT&T MOBILITY LLC	CM - 28731333	WATER	07/20/2022	775.00-	.00		
<b>Total WATER:</b>				<b>14,741.12</b>	<b>9,426.03</b>		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER PLANT</b>							
CHADWICK, STEINKIRCHNER	65853	2021 AUDIT SERVICES - SEWE	07/31/2022	1,348.04	1,348.04	08/10/2022	
CENTURY LINK	08.01.2022	1319 - SEWER & CALL OUT	08/01/2022	160.91	160.91	08/10/2022	
XCEL ENERGY	AUG 2022 INV	SEWER LIGHTS	08/01/2022	676.65	.00		
XCEL ENERGY	AUG 2022 INV	661 BRENTWOOD DR	08/01/2022	11.96	.00		
COLORADO CSG II LLC	10072626	SUBSCRIBER - SEWER	08/01/2022	871.86	871.86	08/10/2022	
RHINEHART OIL CO., LLC	IN-978428-22	SEWER - GAS/DIESEL	08/05/2022	76.26	76.26	08/10/2022	
RHINEHART OIL CO., LLC	IN-990012-22	SEWER - GAS/DIESEL	08/12/2022	71.04	71.04	08/18/2022	
Total SEWER PLANT:				3,216.72	2,528.11		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>SEWER COLLECTION</b>							
CHADWICK, STEINKIRCHNER	65853	2021 AUDIT SERVICES - SEWE	07/31/2022	1,348.04	1,348.04	08/10/2022	
UTILITY NOTIFICATION	222071087	UTLIITY LOCATES - SEWER	07/31/2022	61.10	61.10	08/10/2022	
SPECTRUM	126548301080	SEWER COLLECTION PHONE	08/01/2022	116.85	116.85	08/10/2022	
Total SEWER COLLECTION:				1,525.99	1,525.99		

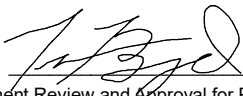
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
WASTE MANAGEMENT INC -	1736002-0576-	DUMPSTER SERVICE	07/28/2022	1,872.54	1,872.54	08/10/2022	
WASTE MANAGEMENT INC -	1736337-0576-	GARBAGE SERVICE	08/01/2022	16,085.85	16,085.85	08/10/2022	
SPECTRUM	126548301080	TRASH PHONE	08/01/2022	38.95	38.95	08/10/2022	
Total :				17,997.34	17,997.34		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>PARKS</b>							
GOODWIN SERVICE, INC.	T1113	TOILET CLEANING - RIVERBEN	08/01/2022	180.00	180.00	08/18/2022	
GOODWIN SERVICE, INC.	T1113	TOILET CLEANING-BIKE TREK	08/01/2022	90.00	90.00	08/18/2022	
GOODWIN SERVICE, INC.	T1113	VAULT CLEANING/ TOILET CLE	08/01/2022	450.00	450.00	08/18/2022	
FERGUSON US HOLDINGS, INC	1330864	PARKS - IRRIGATION REPAIRS	06/03/2022	24.36	24.36	08/18/2022	
IMPACT PROMOTIONAL PRODU	72090	PARKS - UNIFORMS	08/02/2022	737.50	737.50	08/18/2022	
CENTURY LINK	08.01.2022	1207 - RIVERBEND PARK	08/01/2022	127.47	127.47	08/10/2022	
DANSCO ENTERPRISES INC D	002751	MAINTENANCE SHOP FIRST AI	08/04/2022	43.93	43.93	08/10/2022	
UNION PACIFIC RAILROAD	321107253	PARKING LOT LEASE	07/16/2022	5,150.00	.00		
WESTERN IMPLEMENT	IN18222	PARKS - OPERATING	08/08/2022	863.98	863.98	08/18/2022	
XCEL ENERGY	AUG 2022 INV	PARKS LIGHTS	08/01/2022	664.98	.00		
AMAZON CAPITAL SERVICES	136D-PF17-1L	PARKS - OPERATING SUPPLIES	08/01/2022	256.30	.00		
AMAZON CAPITAL SERVICES	136D-PF17-1L	PARKS - VEHICLE MAINTENAN	08/01/2022	114.73	.00		
AMAZON CAPITAL SERVICES	136D-PF17-1L	PARKS - SHIPPING COSTS	08/01/2022	18.85	.00		
AMAZON CAPITAL SERVICES	19KK-PNFG-X	PARKS - SMALL EQUIPMENT	08/01/2022	538.04	.00		
RHINEHART OIL CO., LLC	IN-978428-22	PARKS - GAS/DIESEL	08/05/2022	152.51	152.51	08/10/2022	
RHINEHART OIL CO., LLC	IN-990012-22	PARKS - GAS/DIESEL	08/12/2022	142.08	142.08	08/18/2022	
AT&T MOBILITY LLC	287313337970	PARKS	07/20/2022	206.97	.00		
AT&T MOBILITY LLC	CM - 28731333	PARKS	07/20/2022	700.00-	.00		
LOCAL ROOTS LANDSCAPING,	1067	PARKS - CONTRACT MAINTENA	08/01/2022	275.00	275.00	08/18/2022	
LOCAL ROOTS LANDSCAPING,	1068	PARKS - CONTRACT MAINTENA	08/01/2022	550.00	550.00	08/18/2022	
DISCOUNT PLAYGROUND SUP	171090	PARKS - PLAYGROUND SUPPLI	08/05/2022	113.48	113.48	08/18/2022	
<b>Total PARKS:</b>				<b>10,000.18</b>	<b>3,750.31</b>		

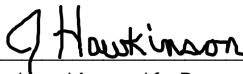
Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>POOL</b>							
FERGUSON US HOLDINGS, INC	1356290	POOL REPAIR	08/10/2022	238.45	238.45	08/18/2022	
CENTURY LINK	08.01.2022	1067 - POOL INTERNET	08/01/2022	160.91	160.91	08/10/2022	
XCEL ENERGY	AUG 2022 INV	POOL LIGHTS	08/01/2022	1,581.42	.00		
CEM SALES & SERVICE	158047	POOL CHEMICALS	08/09/2022	4,608.14	.00		
AMAZON CAPITAL SERVICES	136D-PF17-1L	POOL - OPERATING	08/01/2022	582.22	.00		
Total POOL:				7,171.14	399.36		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>FACILITIES</b>							
JOHNSTONE SUPPLY	9048798	BUILDING MAINTENANCE	08/05/2022	41.60	41.60	08/18/2022	
PEACHTREE HARDWARE AND	487896	BUILDING MAINTENANCE	08/08/2022	28.05	28.05	08/18/2022	
XCEL ENERGY	AUG 2022 INV	FACILITIES LIGHTS	08/01/2022	350.20	.00		
XCEL ENERGY	AUG 2022 INV	711 IOWA - GYM	08/01/2022	1,307.80	.00		
ALSCO INC	LGRA2664080	BUILDING - REP & MAINT - FLO	08/05/2022	51.56	51.56	08/18/2022	
ALSCO INC	LGRA2666720	BUILDING - REP & MAINT - FLO	08/12/2022	50.80	50.80	08/18/2022	
AMAZON CAPITAL SERVICES	136D-PF17-1L	FACILITIES - SUPPLIES	08/01/2022	144.38	.00		
AMAZON CAPITAL SERVICES	143P-C7WL-Y	ADMIN - SMALL EQUIPMENT	08/01/2022	251.72	.00		
AMAZON CAPITAL SERVICES	143P-C7WL-Y	ADMIN - OPERATING	08/01/2022	143.96	.00		
AMAZON CAPITAL SERVICES	143P-C7WL-Y	FACILITIES - FURNITURE	08/01/2022	199.95	.00		
HONK-KEY LOCK & SAFE LLC	3108-568-A	FACILITIES - DEADBOLTS	08/10/2022	110.00	110.00	08/18/2022	
Total FACILITIES:				2,680.02	282.01		

Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
STOLFUS & ASSOCIATES, INC	4000.049.01-0	CAPITAL PROJECTS - HWY 6 SI	08/10/2022	4,352.50	.00		
MOA, INC DBA/ MOA ARCHITEC	22108-6	CAPITAL PROJECTS - CLINIC	08/04/2022	49,721.40	.00		
Total :				54,073.90	.00		
Grand Totals:				268,021.57	94,673.25		

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

Date: August 19, 2022

Town Manager:   
(Administrative Review and Approval for Payment)

Date: August 19, 2022

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 = 08/04/2022-08/17/2022





**MINUTES OF THE REGULAR MEETING OF THE  
PALISADE BOARD OF TRUSTEES  
August 9, 2022**

The regular meeting of the Board of Trustees for the Town of Palisade was called to order at 6:00 pm by Mayor Greg Mikolai with Trustees present: Thea Chase, Bill Carlson, Jamie Sommerville, Stan Harbaugh, and Mayor Pro-Tem Ellen Turner. Trustee Nicole Maxwell was absent. A quorum was declared. Also in attendance were Town Manager Janet Hawkinson, Town Clerk Keli Frasier, Community Development Director (CDD) Brian Rusche, Finance Director Travis Boyd, Police Chief Jesse Stanford, and Events & Parks (EP) Director Troy Ward.

**AGENDA ADOPTION**

*Motion #1* by Trustee Somerville, seconded by Trustee Chase, to approve the agenda as presented.

A voice vote was requested  
Motion carried unanimously

*Recessed to do a ribbon cutting for Hwy 6 at 6:01 pm, returned to session at 6:07 pm.*

**PRESENTATIONS**

Trustee Harbaugh presented the President of the Grand Valley Interfaith Network, David Edwards, a Proclamation for Interfaith Awareness Week.

Kris Valdez and TJ Dlubac with Community Planning Strategies (CPS) updated the Board on the project of the Palisade Game Plan (Comprehensive Plan Update).

**TOWN MANAGER REPORT**

Town Manager Janet Hawkinson introduced Rebecca Loucks and explained that she was recently hired as a part-time employee to assist in planning Town run events as well as to act as a liaison to the Palisade Chamber of Commerce.

Finance Director Travis Boyd gave the Board of Trustees an update on the quarterly sales tax numbers. *The consensus of the Board is to set the first 2023 Budget work session for Thursday, September 8, 2022, at 6:00 pm.*

*Trustee Nicole Maxwell arrived at the meeting.*

**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 – July 8, 2022 – August 3, 2022
- **Minutes**  
Minutes from the July 12, 2022, Regular Board Meeting

*Motion #2* by Trustee Somerville, seconded by Trustee Chase, to approve the consent agenda as presented.

A roll call vote was requested.

**Yes:** Mayor Mikolai, Trustee Maxwell, Trustee Chase, Trustee Harbaugh, Mayor Pro-Tem Turner, Trustee Somerville, Trustee Carlson

**No:**

**Absent:**

Motion carried.

*Recessed to visit the old Palisade gymnasium at 6:46 pm, returned to session at 7:01 pm.*

**UNFINISHED BUSINESS**

***Palisade Historic Gymnasium – Contract with Dare Case***

Town Manager Hawkinson introduced Christopher Cutsforth with Dare Case Construction and Eric Mendell with Chamberlain Architects to discuss the status of the old Palisade gymnasium's south wall and the historic bleachers. Finance Director Boyd, Mr. Cutsforth, and Mr. Mendell presented the proposed options for opening up and creating access to the historic bleachers.

After a lengthy discussion amongst the Board, that consensus was to pause this discussion and move on to New Business item A. *Palisade Gym South Wall Change of Scope of Work due to Structural Integrity of Wall, Roof, and Foundation.*

*Motion #3* by Trustee Maxwell, seconded by Trustee Harbaugh, to approve the change of scope of work and direct the Town Manager to enter into a contract with Dare Case Constructors for \$196,860.00 to rebuild the south wall of the old Palisade gymnasium to bring the structure up to required building codes.

A roll call vote was requested.

**Yes:** Trustee Carlson, Mayor Mikolai, Trustee Maxwell, Trustee Chase, Trustee Harbaugh, Mayor Pro-Tem Turner

**No:**

**Absent:** Trustee Somerville

Motion carried.

A detailed discussion ensued among the Board that included the extensive cost of the bleachers, the possibility of letting a future Board decide to restore them, and the current Board's ability to do something positive for the residents and not just tourists.

*Motion #4* by Trustee Chase, seconded by Trustee Harbaugh, to approve design option C that includes two interior staircases to access the gymnasium bleachers for the amount not to exceed \$358,000.00.

A roll call vote was requested.

**Yes:** Trustee Carlson, Trustee Maxwell, Trustee Chase, Trustee Harbaugh

**No:** Mayor Pro-Tem Turner, Trustee Somerville, Mayor Mikolai

**Absent:**

Motion carried.

### **NEW BUSINESS**

#### ***Palisade Gym South Wall Change of Scope of Work due to Structural Integrity of Wall, Roof, and Foundation***

This item was discussed and voted on under Unfinished Business item A. *Palisade Historic Gymnasium Bleachers - Contract with DARE Case.*

#### ***Ordinance 2022-15 – Text Amendment to Liquor Code***

Town Clerk Frasier explained that Ordinance 2022-15 amends the Town Liquor Code to require liquor license applicants to post public notice signs instead of requiring staff to do so.

*Motion #5* by Trustee Somerville, seconded by Trustee Chase to approve Ordinance 2022-15.

A roll call vote was requested.

**Yes:** Trustee Harbaugh, Mayor Pro-Tem Turner, Trustee Somerville, Trustee Carlson, Mayor Mikolai, Trustee Maxwell, Trustee Chase

**No:**

**Absent:**

Motion carried.

#### ***Resolution 2022-12 - Intergovernmental Agreement (IGA) with Mesa County Building Department***

CDD Rusche stated that Resolution 2022-12 continues an agreement with the Mesa County Building Department to provide building inspections and building code compliance services after projects are approved by Town of Palisade planning clearances.

*Motion #6* by Trustee Somerville, seconded by Mayor Pro-Tem Turner to approve Resolution 2022-12.

A roll call vote was requested.

**Yes:** Mayor Pro-Tem Turner, Trustee Somerville, Trustee Carlson, Mayor Mikolai, Trustee Maxwell, Trustee Chase, Trustee Harbaugh

**No:**

**Absent:**

Motion carried.

### **PUBLIC COMMENT**

None was offered.

### **OPEN DISCUSSION**

*Mayor Pro-Tem Turner* expressed interest in hiring an expert consultant to advise the Town on how to move forward with bringing broadband to the community. ***The consensus of the Board is to develop and publish an RFQ for a broadband consultant.***

*Trustee Chase* asked if Board members were going to be serving ice cream at the social on August 11, 2022. Town Manager Hawkinson stated that Mesa County requires everyone serving food items to have a food handlers card but that all of the Board is invited to attend and help out in other areas.

*Trustee Harbaugh* inquired about the status of the project to connect the Town sewer to the Clifton Sanitation District. Town Manager Hawkinson advised that there is a work session planned for October 11, 2022, to discuss the progress of the project.

*Trustee Maxwell* requested an update on the status of the Town Attorney updating the Municipal Code to include regulations regarding slanderous expressions during the public comment portion of Board meetings. After a brief discussion amongst the Board, the ***consensus is to have the Town Attorney attend a work session to give guidance and legal advice regarding public slander against staff.***

### **COMMITTEE REPORTS**

Board members briefly explained the various meetings they had recently attended.

### **ADJOURNMENT**

***Motion #7*** by Trustee Somerville, seconded by Mayor Pro-Tem Turner to adjourn the meeting at 8:58 pm.

A voice vote was requested.  
Motion carried unanimously.

X

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Greg Mikolai  
Mayor

X

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Keli Frasier  
Town Clerk



**PALISADE BOARD OF TRUSTEES**  
**Agenda Item Cover Sheet**

**Meeting Date:** August 23, 2022

**Presented By:** Keli Frasier, Town Clerk

**Department:** Municipal Clerk

**Re:** Coordinated Special Municipal Election November 8, 2022

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**SUBJECT:**

Resolution 2022-14 entering into an Intergovernmental Agreement with Mesa County Elections for a Special Municipal Election on November 8, 2022

**SUMMARY:**

The Palisade Tourism Advisory Board is requesting an increase in the lodging fees for the Town of Palisade. The lodging fee falls under the description of a tax and must be approved by the voters (per the Tac Payor Bill of Rights (TABOR)). The Town of Palisade's regular municipal elections is held in April of even-numbered years, making the next regular election April 2024. Per Colorado Revised Statutes 31-10-108, a municipality may have a special election within certain date restrictions.

A stand-alone special election would cost the Town of Palisade taxpayers approximately \$10,000.00 (the April 2022 election expenses were \$8,483.08, which was coordinated with the City of Fruita). By coordinating a special election with Mesa County, the cost of the election will be \$2,189.38. The voter turnout is also expected to be larger than in a stand-alone election, as history shows that voters are more willing to participate in larger State and County elections than in smaller local ones.

The Tourism Advisory Board will discuss the ballot language they would like to propose to the Board at a special meeting on September 1, 2022. The Board will consider the ballot language at a special meeting on September 8, 2022 (a work session was already planned on the same day).

The \$2,189.38 cost of a coordinated November 2022 election will come from the current Election Budget.

**BOARD DIRECTION:**

Approve Resolution 2022-14 and direct the Mayor to enter into an IGA with Mesa County Elections for a special election on November 8, 2022.

**TOWN OF PALISADE  
RESOLUTION NUMBER 2022-14**

**A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE MESA COUNTY CLERK AND RECORDER REGARDING THE NOVEMBER 8, 2022, MAIL BALLOT SPECIAL ELECTION.**

**WHEREAS**, the Board of Trustees has agreed to coordinate with Mesa County Clerk and Recorder to tabulate ballots for the Mail Ballot Election for the Town of Palisade on Tuesday, November 8, 2022; and

**WHEREAS**, the Board of Trustees has appointed the Town Clerk as its Designated Election Official and who will have primary responsibility for election procedures; and

**WHEREAS**, the Mesa County Clerk and Recorder has submitted to the Town an intergovernmental agreement, attached hereto, concerning the conduct on the November 8, 2022, coordinated special election.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO** that the Intergovernmental Agreement for the special municipal election, November 8, 2022, between the Town of Palisade and the Mesa County Clerk and Recorder, is hereby approved, and the Mayor/and or Town Clerk is authorized to sign on behalf of the Town.

**RESOLVED, APPROVED, AND ADOPTED this 23<sup>rd</sup> day of August 2022.**

TOWN OF PALISADE

By: \_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

\_\_\_\_\_  
Keli Frasier, Town Clerk



Intergovernmental Agreement Between  
Mesa County Clerk and Recorder by and through the Mesa  
County Elections Department

And

Town of Palisade

Regarding the Conduct and Administration of the  
November 8, 2022 General Election

200 S. Spruce Street, Grand Junction, CO 81501  
Voter.Info@mesacounty.us | (970) 244-1662

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as this "Agreement") is entered into between the Town of Palisade , (hereinafter referred to as the "Town" or "Jurisdiction") and the Mesa County Clerk and Recorder by and through the Mesa County Elections Department, (hereinafter referred to as the "Elections Department"), effective on \_\_\_\_\_ executed (hereinafter the "Effective Date"). The Elections Department and Town are hereinafter collectively referred to as the "Parties."

#### **RECITALS**

**WHEREAS**, pursuant to the Uniform Election Code of 1992 (Articles 1 to 13 of Title 1, C.R.S.) as amended, governmental entities are encouraged to cooperate and consolidate elections in order to reduce taxpayer expenses; and

**WHEREAS**, pursuant to § 1-7-116, C.R.S., if more than one jurisdiction holds an election on the same day in November and the eligible electors for each such election are the same or the boundaries overlap, the County Clerk and Recorder is the coordinated election official and, pursuant to § 1-5-401, C.R.S., shall conduct the elections on behalf of all jurisdictions whose elections are part of the coordinated election utilizing the mail ballot procedures set forth in Article 7.5 of Title 1, C.R.S.; and

**WHEREAS**, the Elections Department and Jurisdiction have determined that § 1-7-116, C.R.S., applies and it is in the best interest of the taxpayers and the electors to enter into this Agreement to conduct a General Election on November 8, 2022 and

**WHEREAS**, such agreements are authorized by State law; and

**NOW, THEREFORE**, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:



## SECTION I.

### PURPOSE AND GENERAL MATTERS

#### 1.01 DEFINITIONS

**A. "Address Library Report"** means the address report from the Secretary of State voter registration system that defines street addresses and precincts within the jurisdiction.

**B. "Coordinated Election Official"** (hereinafter "CEO") shall mean the County Clerk and Recorder, by and through the Mesa County Elections Department, who shall act as the "coordinated election official," as defined within the Code and Rules and, as such, shall conduct the election for the Jurisdiction for all matters in the Code and the Rules which require action by the CEO.

**C. "Colorado Election Code" or "Code"** means any part of the Uniform Election Code of 1992, (Articles 1- 13 of Title 1, C.R.S.) or any other Title of C.R.S governing participating Jurisdiction's election matters, as well as the Colorado Constitution, and the State of Colorado Secretary of State (SOS) Rules.

**D. "Coordinated Election"** means an election where more than one jurisdiction with overlapping boundaries or the same electors holds an election on the same day and the eligible electors are all registered electors, and the Elections Department is the Coordinated Election Official for the jurisdictions.

**E. "Contact Officer"** means the individual who shall act as the primary liaison or contact between the Jurisdiction and the Elections Department. The Contact Officer shall be that person under the authority of the Elections Department who will have primary responsibility for the coordination of the election for the Jurisdiction and the procedures to be completed by the Elections Department hereunder.

**F. "Designated Election Official"** (hereinafter "DEO") means the individual who shall be identified by the Jurisdiction to act as the primary liaison between the Jurisdiction and the Contact Officer and who will have primary responsibility for the conduct of election procedures to be handled by the Jurisdiction hereunder. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct same.

**G. "IGA" or "Agreement"** means this Intergovernmental Agreement between the Elections Department and the Jurisdiction for election coordination.

**H. "Jurisdiction"** means a political subdivision as defined in § 1-7.5-103(6), C.R.S. and referenced in the Code and, in this Agreement, is interpreted to refer to [Coordinating Entity Name].

**I. "Logic and Accuracy Test"** means a test of all electronic and electromagnetic voting equipment to test mail, provisional and audio ballots, in accordance with § 1-7-509, C.R.S. by processing a pre-audited group of ballots.

**J. "Mail Ballot Packet"** means the packet of information provided by the CEO to eligible electors in the mail ballot election. The packet includes the ballot, instructions for completing the ballot, and a return envelope. § 1-7.5-103(5), C.R.S.

**K. "Risk Limiting Audit"** means such audit as set forth substantially in the Colorado Election Code.

**L. "Precinct"** means an area with established boundaries within a political jurisdiction used to establish election districts.

**M. "Proposed Jurisdiction"** means a jurisdiction which may be formed pursuant to this election which is not yet identified by a tax authority code in the County Assessor database. When the context of this Agreement so requires, a Proposed Jurisdiction will simply be referred to as a Jurisdiction.

**N. "SOS"** means the Colorado Secretary of State.

**O. "SOS Election Calendar"** means the most recent election calendar as published on the SOS website located at [www.sos.state.co.us](http://www.sos.state.co.us) and attached hereto as Attachment C and incorporated herein by this reference.

**P. "TABOR"** means a ballot issue that is governed by article X, § 20 of the Colorado Constitution.

**Q. "UOCAVA voters"** means military personnel and overseas civilians who are registered to vote and receive services under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 and the Military and Overseas Voter Empowerment Act of 2009.

## 1.02 JURISDICTIONAL LIMITATION

The Jurisdiction encompasses territory within Mesa County. This Agreement shall be construed to apply only to that portion of the Jurisdiction within Mesa County.

## 1.03 GOAL

The purpose of this Agreement is to set forth the tasks to be completed by the Elections Department (CEO) and the Jurisdiction to conduct the election and to provide for the cost thereof.

## SECTION II.

### COUNTY/JURISDICTION RESPONSIBILITIES

#### 2.01 DESIGNATED OFFICIALS

The Mesa County Clerk and Recorder, by and through the Mesa County Elections Department, shall be designated as the Coordinated Election Official (hereinafter "CEO") and the Jurisdiction will identify its Designated Election Official (hereafter "DEO").

#### 2.02 JOINT RESPONSIBILITIES

Nothing herein shall be deemed or construed to relieve the Elections Department or the Jurisdiction from their official responsibilities for the conduct of the election as generally set forth in the Colorado Election Code.

All parties shall:

- A. Familiarize themselves and adhere to all applicable provisions and timelines of the Colorado Election Code while performing their official responsibilities for the conduct of the election, unless superseded by other legal authority.
- B. Enforce all applicable provisions of § 1-45-101, C.R.S., *et seq.*, the Fair Campaign Practices Act.
- C. Review and execute this IGA with all required signatures on or before the deadline set forth in § 1-7-116(2), C.R.S.
- D. Confirm they have sufficient funds available and appropriated in an approved budget to pay their expenses for this election.

#### 2.03 ELECTIONS DEPARTMENT RESPONSIBILITIES

The Elections Department shall perform the following duties:

- A. Designate a Contact Officer to provide assistance and information to the DEO of the Jurisdiction on matters relating to the conduct of this election. Such information shall not include legal advice.
- B. Maintain voter records and an address library for Mesa County voters within the Colorado SCORE voter registration database. Comply with Colorado Secretary of State and Mesa County cybersecurity recommendations to protect confidential voter information.
- C. Send a certified list of registered voters to the Jurisdiction via secure email transfer or printed copy. The fee for furnishing the list shall be as follows:
  - a. Email List = \$25.00
  - b. List as a Printed Copy = \$25.00 and \$.05 per page

- D. In order to identify which addresses are eligible to receive and vote on the Jurisdiction's ballot question, the Elections Department shall perform the following duties for the Address Library:
- a. Use the Colorado SCORE voter registration database to produce an Address Library Report that indicates residential street ranges included within the boundaries of the Jurisdiction.
  - b. Provide the Jurisdiction with the Address Library Report in an electronic format, along with an Acknowledgement Form that the Jurisdiction should use to confirm the accuracy of the ranges or note any errors, omissions, and/or corrections.
  - c. Verify any errors, omissions, and/or corrections identified by the Jurisdiction against County Assessor data, and where appropriate, modify street ranges to accurately define the eligible electors within the Jurisdiction.
- E. Prepare and deliver a proposed mail ballot plan and election contingency plan to the Secretary of State no later than 90 days prior to the Election.
- F. Receive certified ballot content from the Jurisdiction in electronic format. Layout the text of the official ballot using the certified content without any modifications or formatting changes. Provide an electronic proof of the ballot to the Jurisdiction's DEO via email for written approval prior to final production. Post a sample ballot to [vote.mesacounty.us](http://vote.mesacounty.us)
- G. Determine the number and letter of each ballot issue and question for the Jurisdiction and any other coordinating jurisdictions participating in the election, in accordance with SOS Rule 4.5.2:
- a. If the Jurisdiction is entirely contained within Mesa County, the Elections Department has authority to set the ballot measure order and number.
  - b. If the Jurisdiction includes territory in more than one county, the Elections Department will coordinate with the other applicable counties for purpose of determining the controlling county and agreeing upon ballot measure numbers for shared issues and questions.
- H. Conduct a Logic and Accuracy Test in accordance with § 1-7-509, C.R.S. Invite the Jurisdiction to participate along with the Testing Board to verify the accuracy of electronic vote tabulation equipment. Post a public notice of the Test seven (7) days in advance.
- I. Provide a candidate hotline at (970) 255-5059, which every candidate running for office in the Jurisdiction (if applicable) shall call to provide the phonetic pronunciation of their name as it appears on their Statement of Intent, title of the office, and Jurisdiction for which they are running.
- J. Prepare an accessible audio ballot for the electronic ballot marking devices to be made available to voters upon request at any Voter Service and Polling Center.
- K. Contract with a vendor acceptable to the SOS to print and send Mail Ballot Packets to every active registered voter and transmit ballots electronically to every active registered UOCAVA voter.

- L. Publish and post the required legal notice of election pursuant to § 1-5-205(1), C.R.S., for the Jurisdiction's ballot issues, ballot questions, and/or candidates.
- M. If the Jurisdiction's election includes a TABOR issue, the Elections Department shall perform the following duties relative to the TABOR Notice:
  - a. Prepare the TABOR Notice using the certified content provided by the Jurisdiction, without revision.
  - b. Contract with a printing vendor to produce and mail one copy of the TABOR notice to every household where an active registered voter of the Jurisdiction resides at the least cost possible in the time frame as required by law. If the Jurisdiction is a special district, the TABOR notice also will be mailed to every eligible property owner who is not already a registered voter in Mesa County. The Elections Department may send the TABOR Notice to persons other than electors of the Jurisdiction in an effort to mail the TABOR Notice package at the "least cost."
  - c. Post the TABOR Notice on [vote.mesacounty.us](http://vote.mesacounty.us).
  - d. Keep a careful and accurate accounting of time, supplies, printing costs and salaries attributable to the Elections Department's TABOR Notice services for the Jurisdiction. The Jurisdiction's proportional share of actual costs shall be based on the County's total expenditures relative to the TABOR Notice.
- N. Hire, instruct and oversee election judges and temporary workers necessary for the conduct of the election.
- O. Establish and maintain mail ballot drop box locations, and designate and operate Voter Service and Polling Centers as required by the Code.
- P. Provide trained personnel to pick up sealed ballot containers containing voted ballots from every drop box location and Voter Service and Polling Center each business day.
- Q. Provide the necessary equipment, the adequately trained personnel, and the secure facility, and conduct and oversee the process to receive, verify voter signatures, open, tabulate and store ballots.
- R. Maintain a record of every eligible voter's registration and every ballot sent, received, voided and cast using the Colorado SCORE voter registration and election management system.
- S. Send letters to voters whose mail ballots are missing a signature, missing identification or have a signature discrepancy, and provide instructions and an affidavit to cure this issue within eight (8) days of Election Day for the ballot to be counted. Conduct the process to receive and verify voter affidavits and where appropriate, cure and count these ballots.
- T. Maintain the following reports for all Mesa County eligible voters, and publish a public version (excluding confidential voters) on [vote.mesacounty.us](http://vote.mesacounty.us)
  - a. A turnout list, including the names of eligible electors, precinct number, date mail ballot was sent, and date ballot was issued at a Voter Service and Polling Center.

- U. Accept public inquiries by phone at (970) 244-1662 and by email at voter.info@mesacounty.us. Respond to all correspondence and calls within the Elections Department’s expertise relating to election procedures. Refer members of the public and news media to the DEO for any matters pertaining to the Jurisdiction's race, questions, measures or operations.
- V. Post unofficial election results by ballot question after the polls close on Election Night at www.vote.mesacounty.us, and regularly update the unofficial results as more eligible ballots are counted.
- W. Conduct a recount of the ballots cast if required by law or if requested by the Jurisdiction for any reason. In either scenario, the cost of the recount will be charged to the Jurisdiction. If more than one Jurisdiction is involved in the recount, the cost will be pro-rated among the participating Jurisdictions equally.
- X. Prepare and run the required Risk Limiting Audit in accordance with the Code before certifying election results.
- Y. Appoint a Canvass board and conduct a canvass of the votes in order to certify the results of the Jurisdiction's election. Provide the Jurisdiction with a copy of all election statements and certificates which are to be created under the Code.
- Z. Keep a careful and accurate accounting of time, supplies, printing costs, and salaries attributable to the Elections Department’s administration of the election.
- AA. Store all election records as required by the Code for 25 months in such a manner that they may be accessed by the Jurisdiction, if necessary, to resolve any challenges or other legal questions that might arise regarding the election.

**2.04 JURISDICTION RESPONSIBILITIES**

The Jurisdiction shall perform the following duties:

- A. Identify a Designated Election Official to act as liaison between the Jurisdiction and the Elections Department. The Jurisdiction designates the below named person to act as the DEO for all matters under the Code and the Rules which require action by the DEO.

DEO name: \_\_\_\_\_

Primary phone: \_\_\_\_\_

Cell phone: \_\_\_\_\_

Email: \_\_\_\_\_

From the date of execution of this Agreement through the official certification of the final election results including any recounts, the DEO shall be readily available and accessible during regular

business hours, and at other times when notified in advance by the Elections Department's contact person, for the purpose of consultation and decision-making on behalf of the Jurisdiction. In addition, the DEO is responsible for receiving and timely responding to inquiries made by the Jurisdiction's voters or others interested in the Jurisdiction's election. The DEO is responsible for providing the CEO with emergency contact numbers to be reached before and after normal office hours and on Election Day from 7:00 a.m. until the counting of the ballots is completed. To the extent that the Code requires that an Election Official of the Jurisdiction conduct a task, the DEO shall conduct the same.

- B. Notify the Elections Department prior to executing this Agreement if the Jurisdiction's boundaries include property in any other county.
- C. Review the Address Library Report provided by the Elections Department, which determines which residential addresses are within the jurisdiction. View the street ranges in a map format at: <https://emap.mesacounty.us/viewer>. Confirm the street ranges are correct and identify any errors, omissions or deletions if necessary. Provide the Elections Department with certification of any annexations, inclusions, and/or exclusions to the Jurisdiction, including all supporting documents. Return via email a signed copy of the provided Acknowledgement Form to the Elections Department, including any corrections if necessary, by the date set forth in Attachment B.
  - a. If the Jurisdiction is a Proposed Jurisdiction not already identified by a tax authority code in the County Assessor's records, the Jurisdiction shall provide the Elections Department with a certified legal description, map, and a list of street ranges for all streets within the Proposed Jurisdiction on or before eighty (80) days prior to Election Day. If residential addresses are not available, provide a list of the land parcel numbers that are within the boundaries of the Proposed Jurisdiction.
- D. For elections where owning property in the Jurisdiction is a requirement for voting in the election, the Jurisdiction must perform the following tasks relating to the property owners list:
  - a. Coordinate directly with the Mesa County Assessor's Office to order and pay for an initial and a supplemental certified list of all recorded owners of taxable real and personal property within the Jurisdiction's boundaries in Mesa County, in accordance with § 1-5-304,C.R.S., and by the deadlines in Attachment B.
  - b. To receive access to Secretary of State Special District Designated Election Official (DEO) Voter Lookup Request Form, contact Colorado Secretary of State's Office at <https://www.sos.state.co.us/voter/auth/login.xhtml>. Click on request voter lookup access.
  - c. Using the list from the Assessor's Office:
    - i. Remove from the list non-person entities.
    - ii. Look up the remaining names using the Secretary of State DEO Lookup Tool to determine if each person is a registered voter. Remove from the list those individuals who are not registered to vote.

- iii. Remove from the list persons who reside in the Jurisdiction, as they will already receive a mail ballot.
  - iv. Deliver to the Elections Department via email an initial and a supplemental list of property owners who are property owners in the Jurisdiction, registered to vote in the state of Colorado, and not physically residing in the Jurisdiction. Each list should be delivered by the deadline indicated in Attachment B. The list should be a Microsoft Excel spreadsheet and must contain no more than one (1) eligible elector's name per line. Each line must consist of the following separated fields: eligible elector's voter identification number, last name, first name, middle name, mailing address, city, state, zip, parcel number, and phone number, if available.
  - v. The CEO will mail affidavits to each eligible elector residing outside of the district included on the property owner list provided by the DEO. Each eligible elector who resides outside the district, but is registered to vote in the State of Colorado, must complete, sign, and return the affidavit to the Elections Department. Upon receipt and verification of the completed affidavits, the CEO will mail each eligible elector a mail ballot packet. Those electors who reside within the district will not be required to complete the affidavit.
- E. Directly manage the responsibilities defined in § 1-4-901 to 912, C.R.S., for all candidate petitions for all local election races held by the Jurisdiction, including but not limited to: reviewing the petition format, receiving petitions that are filed, verifying voter validity, determining sufficiency, notifying candidates of sufficiency, responding to protest filings, and cures if applicable.
- F. Determine the title and text of the Jurisdiction's ballot races, measures and/or issues using plain, non-technical language, worded with simplicity and clarity, in accordance with § 1-40-105(1), C.R.S. Determine the order of candidates in each race by lot drawing, or if applicable, city/town charter.
- G. Defer to the Elections Department to determine the number and letter of each ballot issue and question, as outlined in Section 2.02. Abstain from communicating or publicizing a ballot issue or question in conjunction with a letter or number before it has been officially determined by the Elections Department.
- H. Submit the Jurisdiction's certified ballot content, verbatim, as it should appear on the ballot for the Jurisdiction's races, questions, and issues to the Elections Department. Submit the ballot content via email to *Stephanie Wenholtz* at [stephanie.wenholtz@mesacounty.us](mailto:stephanie.wenholtz@mesacounty.us) on or before the deadline as set forth within Attachment B. Format the ballot content in a Microsoft Word document in plain text; do not include bold, italic, underline, bullets, tables, strikethrough, or indentation. Titles should indicate whether the question is a referred measure or an initiative from a citizen petition. TABOR issues must be in all caps. All other measures and races must be mixed case. Ballot content submitted to the Elections Department after the deadline will not appear on the ballot. Example provided as attachment D.



- I. Within four (4) hours of receipt from the Elections Department, proofread the layout and the text of the Jurisdiction's portion of the official ballots and provide written notice of acceptance to the Elections Department via email to the Elections Department's *Elections Manager, Stephanie Wenholz* at *stephanie.wenholz@mesacounty.us*, or such alternate email address as the Elections Department may designate.
- J. If the Jurisdiction's election includes a race, contact all candidates on the ballot and ask them to call the Elections Department's candidate hotline at (970) 255-5059 by the deadline indicated in Attachment B and record a voicemail with the phonetic pronunciation of their name, the title of the race, and jurisdiction for which they are running.
- K. If the Jurisdiction's election includes a TABOR issue, the Jurisdiction shall perform the following duties relative to the TABOR Notice:
  - a. Receive petition representative's written summary of comments relating to ballot issues/ballot questions. Receive and compile community members' written summary of pro/con statements relating to ballot issues/ballot questions.
  - b. Prepare a financial summary for each ballot question or issue.
  - c. Prepare a Microsoft Word document using the template provided by the Elections Department for the TABOR Notice with the final and exact text of its certified ballot language, pro/con statements and financial summary for each ballot question or issue governed by TABOR by the deadline in Attachment B.
  - d. Defend and resolve, at the Jurisdiction's sole expense, all challenges related to the candidates, ballot issues and/or ballot questions, or to the TABOR Notice if applicable, as certified to the Elections Department.
- L. Publish and post any required legal notices for the Jurisdiction's candidates, ballot issues and/or ballot questions, other than the notice published by the Elections Department in conformance with § 1-5-205, C.R.S. A copy of such published legal notice shall be submitted to the Elections Department for its records.
- M. Respond to all correspondence and calls for any matters pertaining to the Jurisdiction's race, question, measures, or operations. Refer members of the public and news media to the Elections Department for any matters outside of the DEO's expertise relating to election procedures.
- N. Notify the CEO by the statutory deadline whether a recount is required or desired. The Jurisdiction shall reimburse the Elections Department for the full cost of the recount. If other Jurisdictions are included in the recount, the cost of the recount will be prorated among the participating jurisdictions as per § 1-10.5- 101, C.R.S.
- O. Remit to the Elections Department the total payment for the Jurisdiction's prorated share of costs for the printing and mailing of ballots, TABOR Notice (if required), any additional or unique election costs resulting from Jurisdiction delays and/or special preparations or cancellations, and all other election expenses within sixty (60) days from the date of receipt of an invoice from the Elections Department.

### SECTION III.

#### CANCELLATION OF ELECTIONS

##### 3.01 CANCELLATION OF ELECTION BY THE JURISDICTION

In the event that the Jurisdiction resolves not to hold the election, notice of such resolution shall be provided to the CEO immediately. The Jurisdiction shall be liable for the full actual costs of the activities of the Elections Department relating to the election incurred before receipt of such notice and activities of the Elections Department relating to cancelling the election after the receipt of such notice. The Jurisdiction shall provide and post notice by publication as defined in the Code. In the event that the Jurisdiction resolves not to hold the election after the last day for the DEO to certify the ballot order and content to the CEO (see Attachment B), the text provided by the Jurisdiction cannot be removed from the ballot and/or the Ballot Issue notice (TABOR Notice).

### SECTION IV.

#### MISCELLANEOUS

##### 4.01 NOTICES

Any and all notices required to be given by this Agreement are deemed to have been received and to be effective: (1) three days after they have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an email or fax was received; to the address of a Party as set forth below or to such Party or addresses as may hereafter be designated in writing:

To County: Stephanie Wenzholz  
Elections Manager  
Mesa County Elections Department  
200 S Spruce Street  
Grand Junction, CO 81502  
Phone: (970) 244-1661 Cell: (970) 216-1434  
Fax: (970) 255-5039  
Email: Stephanie.Wenzholz@mesacounty.us

To Jurisdiction: Keli Frasier, Town Clerk  
Town of Palisade  
175 E 3<sup>rd</sup> St., PO Box 128  
Palisade, CO 81526  
kfrasier@townofpalisade.org

#### **4.02 TERM OF AGREEMENT**

The term of this Agreement shall commence on the Effective Date and continue until all statutory requirements concerning the conduct of the election and the creation, printing, and distribution of the TABOR Notice, if needed, are fulfilled.

#### **4.03 ALLOCATION OF COSTS OF ELECTION**

The Jurisdiction shall reimburse the Elections Department for all cost incurred for the 2022 General Election. Such reimbursement shall be made within 30 days of receipt of billing from the Elections Department.

#### **4.04 AMENDMENT**

This Agreement may be amended only in writing, and following the same formality as the execution of the initial Agreement.

#### **4.05 INTEGRATION.**

The Parties acknowledge that this Agreement constitutes the sole and entire agreement between them relating to the subject matter hereof and that no Party is relying upon any oral representation or other written document made by another Party, employee, agent, or officer of that Party.

#### **4.06 CONFLICT OF LAW**

In the event that any provision in this Agreement conflicts with the Code or other statute, this Agreement shall be modified to conform to such law, and the non-conflicting portions shall be enforced as written to the extent possible.

#### **4.07 TIME OF ESSENCE**

Time is of the essence for this Agreement. The time requirements of the Code shall apply to completion of the tasks required by this Agreement. Failure to comply with the terms of this Agreement and/or the deadlines in Attachment B or the Code may result in consequences up to and including termination of this Agreement.

#### **4.08 GOOD FAITH**

The parties shall implement this Agreement in good faith, including acting in good faith in all matters that require joint or general action.

#### **4.09 NO WAIVER OF GOVERNMENTAL IMMUNITY ACT**

The Parties understand and agree that the County, its commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, protections, or defenses provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the Jurisdiction. To the extent the CGIA imposes varying obligations or contains different waivers for cities and counties, both the Jurisdiction and the County agree that they will remain liable for their independent obligations under the CGIA, and neither party shall be the agent of the other or liable for the obligations of the other.

#### **4.10 NO THIRD PARTY BENEFICIARIES**

The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Elections Department and the Jurisdiction, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

#### **4.11 GOVERNING LAW: JURISDICTION AND VENUE**

Unless otherwise agreed in writing, this Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado. Venue for any and all legal actions arising under this IGA shall lie in the District Court in and for the County of Mesa, State of Colorado.

#### **4.12 SEVERABILITY**

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect to the extent possible.

#### **4.13 ATTACHMENTS.**

The following attachments are incorporated herein by this reference.

Attachment A - 2022 Cost Estimate

Attachment B - Key Dates for Coordinating Jurisdictions (subject to updates)

Attachment C – State Elections Calendar

Attachment D – Certified Format Information Page

END OF PAGE

**NOTICES**

All notices, request, demands, consents, and other communication pertaining to this agreement shall be transmitted in writing and shall be deemed duly made when received by the parties at their addresses below or any subsequent addresses provided to the other party in writing:

*Notice to the Jurisdiction:*

Town of Palisade  
175 E 3<sup>rd</sup> St  
PO Box 128  
Palisade, CO 81526

*Notice to the:*

Brandi Bantz, Designated Election Official  
Mesa County Elections  
200 S Spruce St.  
Grand Junction, CO 81501

In witness whereof, the Jurisdiction and the have caused this Agreement to be executed in duplicate originals on the day and year first set forth above.

MESA COUNTY

\_\_\_\_\_  
By: Brandi Bantz, Mesa County Designated Election Official

Date: \_\_\_\_\_

TOWN OF PALISADE

\_\_\_\_\_  
Greg Mikolai, Mayor for the Town of Palisade

Date: \_\_\_\_\_

2022 GENERAL ELECTION

Attachment A

Participating Entities	Total Voters Served	% of Total Voters	Participating Entities	% of Total Cost
			Election Cost	\$ 272,548.55
State	102,219		State Reimbursement	\$ 81,775.20
			<i>District Minimum \$2000.00</i>	
			<i>Adjusted Election Cost</i>	\$ 190,773.35
Mesa County	102,219	68.44%		\$ 130,569.34
City of Grand Junction	45,418	30.41%		\$ 58,014.64
Town of Palisade	1,714	1.15%		\$ 2,189.38
		0.00%		\$ -
		0.00%		\$ -
	0	0.00%		
		0.00%		



**PALISADE BOARD OF TRUSTEES**  
**Agenda Item Cover Sheet**

**Meeting Date:**           **August 23, 2022**

**Presented By:**       **Janet Hawkinson, Town Manager and Troy Ward, Parks & Events**

**Re:**                       **Purchase a Parks Vehicle**

---

**SUBJECT:**

Last November 2021, the Board of Trustees approved the purchase of 3 Ford Hybrid Mavericks to replace the aged town trucks. The town has already eliminated unsafe old vehicles from the parks fleet.

The Town has still not received the Mavericks from Ford. Because of supply chain issues, it is estimated to be another 6 months to a year before the Mavericks arrive.

The Parks department is in dire need of a truck. This is used for picking up trash, irrigation, facilities, events, Sunday Market, many needed uses. The department is at a point of disfunction without another truck.

Staff has located a 2021 used Toyota pickup truck that can be purchased immediately with a full warranty. It is rear-wheel drive, base model – making it cost effective.

The truck is in the 2022 budget because the Mavericks are in the budget and not purchased. It is staffs request of the board to approve purchasing the truck now for \$31,295 with 11,031 miles on it. If the truck is already sold, staff would like approval to purchase another used truck when located. The Mavericks are still on order as the town would decommission the 2002 GMC and 2004 GMC from the fleet.

**Board Direction:**     Give direction to staff to purchase a used truck for under \$35,000.



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** August 23, 2022  
**Presented By:** Brian Rusche, Community Development Director  
**Department:** Community Development  
**Re:** Safe Streets and Roads for All (SS4A)

---

**SUBJECT:** RESOLUTION 2022-13 SUPPORTING A GRANT APPLICATION BY THE MESA COUNTY REGIONAL TRANSPORTATION PLANNING OFFICE (RTPO) UNDER THE SAFE STREETS AND ROADS FOR ALL (SS4A) PROGRAM AND APPROVING A MEMORANDUM OF AGREEMENT

**SUMMARY:** The Mesa County Regional Transportation Planning Office (RTPO) is applying for a grant under the Safe Streets and Roads for All (SS4A) program. The grant, if awarded, would pay for the creation of a “Vision Zero” action plan to eliminate traffic deaths within Mesa County. It is a requirement to have said plan adopted in order to qualify for future grants through this specific program.

By allowing the RTPO to lead this grant, the four entities (Mesa County, Grand Junction, Fruita & Palisade) split the cost of the match using the same formula as they contribute to the operation of the RTPO. Palisade’s contribution is \$1105, which said amount is available in the Community Development – Professional Services budget.

Attached is information about the SS4A Grant and a Memorandum of Agreement.

**BOARD DIRECTION:** Motion and second to approve Resolution 2022-13 with a roll call vote.





S | S  
— | —  
4 | A



# Safe Streets and Roads for All (SS4A) Action Plan Grant

Fiscal Year 2022



**FRUITA**  
COLORADO



**MESA**  
**COUNTY**



**“Traffic fatalities are a public health crisis affecting all road users”**

~U.S. Department of Transportation

# Traffic Fatalities in Mesa County 2016-2020

**79**

Fatalities in 76 Crashes

**108**

Vehicles Involved

**149**

Persons Involved

**50**

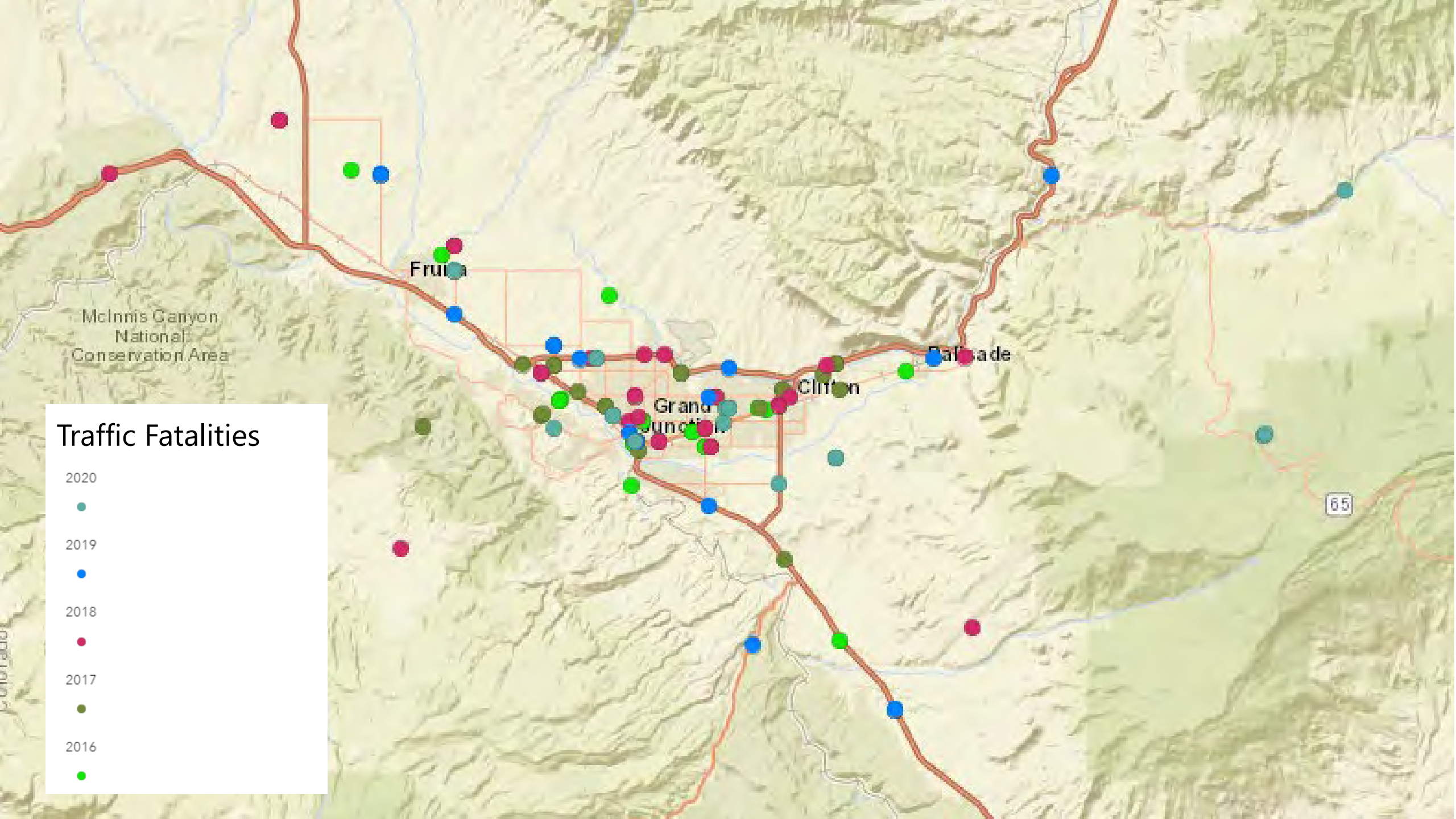
Motorist  
Fatalities

**11**

Pedestrian/Bicyclist  
Fatalities

**18**

Motorcyclist  
Fatalities



## Traffic Fatalities

2020



2019



2018



2017



2016



# Mesa County Among Highest Traffic Fatality Counties in Colorado

	Population 2020 Census	Fatality Crash Rate per 100,000 population	State Fatality Crash Rank	Suspected Serious Injury Crash Rate per 100,000 population	State Suspected Serious Injury Rank
Pueblo	168,162	15.3	1	41.4	6
Weld	328,981	15.2	2	41.4	5
Adams	519,572	10.4	3	48.5	3
<b>Mesa</b>	<b>155,703</b>	<b>9.8</b>	<b>4</b>	<b>41.0</b>	<b>7</b>
El Paso	730,395	8.8	5	33.3	9

Colorado Counties with a Population 100,000+  
 Source: 2016-2020 Colorado Crash Data Dashboard - FARS

U.S. Department  
of Transportation:  
Safe System  
Approach (SSA)



# SAFE SYSTEM

## APPROACH

**Zero is our goal. A Safe System  
is how we get there.**



# SAFE SYSTEM

## APPROACH

**Zero is our goal. A Safe System is how we will get there.**

**Imagine a world where nobody has to die from vehicle crashes.** The Safe System approach aims to eliminate fatal & serious injuries for all road users. It does so through a holistic view of the road system that first anticipates human mistakes and second keeps impact energy on the human body at tolerable levels. Safety is an ethical imperative of the designers and owners of the transportation system. Here's what you need to know to bring the Safe System approach to your community.



# Basics of Roadway Safety

Effective roadway safety practices and strategies:

- Vision Zero
- Towards Zero Deaths
- Complete Streets
- Proven Safety Strategies
- Countermeasures That Work
- Innovative practices and technologies





# National Roadway Safety Strategy

USDOT's comprehensive approach to significantly reducing serious injuries and deaths on our Nation's highways, roads, and streets.

- **Sets a vision and goal** for the safety of the Nation's roadways.
- **Adopts the Safe System Approach** principles to guide our safety actions.
- **Identifies new priority actions and notable changes to existing practices** and approaches that target our most significant and urgent problems and are, therefore, expected to have the most substantial impact.
- [www.transportation.gov/NRSS](http://www.transportation.gov/NRSS)



SS4A Action Plan  
Grant Defined by  
the U.S.  
Department of  
Transportation



# “Comprehensive Safety Action Plan” Defined

The term “comprehensive safety action plan” means a plan aimed at preventing transportation-related fatalities and serious injuries in a locality, commonly referred to as a “Vision Zero” or “Toward Zero Deaths” plan, that may include—

- (A) a goal and timeline for eliminating fatalities and serious injuries;
- (B) an analysis of the location and severity of vehicle-involved crashes in a locality;
- (C) an analysis of community input, gathered through public outreach and education;
- (D) a data-driven approach to identify projects or strategies to prevent fatalities and serious injuries in a locality, such as those involving—
  - (i) education and community outreach;
  - (ii) effective methods to enforce traffic laws and regulations;
  - (iii) new vehicle or other transportation-related technologies; and
  - (iv) roadway planning and design; and
- (E) mechanisms for evaluating the outcomes and effectiveness of the comprehensive safety action plan, including the means by which that effectiveness will be reported to residents in a locality.

*(From [H.R.3684 - Infrastructure Investment and Jobs Act](#), Sec. 24112)*



# SS4A Overview: Funding

## Funding

- \$1B annually, FY22-26
- At least 40% of annual funding will be awarded for Action Plan Grants and supplemental action plan activities
- Balance of funding available for Implementation Grants

## Cost share/match

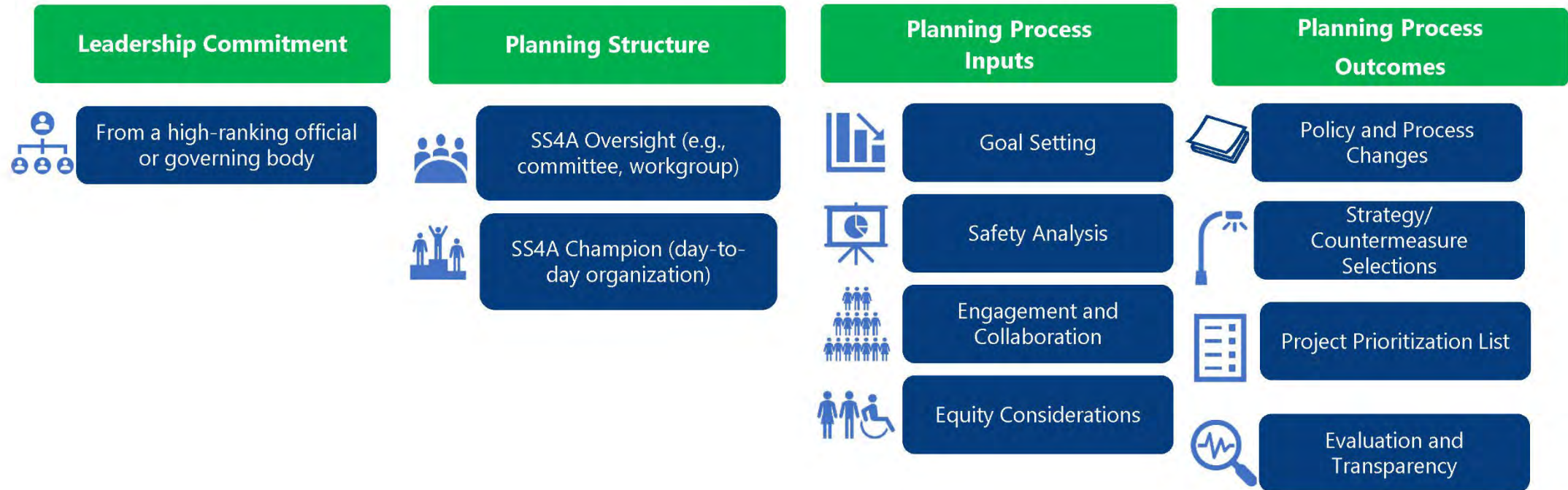
- 80% Federal | 20% local match cost share
- Not more than 15% of funds can be awarded to projects in a single State in a given fiscal year
- *Note: Tribal projects are not considered part of the State cap*

## Recipient Types

- Single recipients
- Joint applications
  - Multijurisdictional groups could have varied structures to support local needs



# Comprehensive Safety Action Plan Process



What a SS4A  
Action Plan Grant  
Could Look Like  
for Mesa County

A stylized logo for SS4A. The letters 'S', 'S', '4', and 'A' are arranged in a 2x2 grid. The top row contains 'S' and 'S', and the bottom row contains '4' and 'A'. A vertical line separates the two columns, and horizontal lines are positioned below each 'S' and above each '4', creating a grid-like structure.

SS  
4A

# Primary Applicants

- Lead Applicant:
  - Mesa County Regional Transportation Planning Office
- Joint Applicants:
  - Mesa County
  - City of Grand Junction
  - City of Fruita
  - Town of Palisade

In Partnership with the Colorado Department of Transportation (CDOT)

# Partners Needed for SS4A

- Economic Development
- Education
- Hospitals/Medical
- Law Enforcement
- Local Businesses
- Local Government
- Non-Profits
- Transportation Partners
- ...and more!



## FY22 SS4A Action Plan Grant Estimated Activity Cost

<b>1. Project Management and Coordination</b> <ul style="list-style-type: none"><li>• Work Plan</li><li>• Project Communication and Internal Meetings</li><li>• Project Graphic Identity</li><li>• Project Administration</li></ul>	<b>\$35,000</b>
<b>2. Comprehensive Analysis and Solutions Toolbox</b> <ul style="list-style-type: none"><li>• Review Existing Progress, Data, Plans, and Policies</li><li>• Peer Research</li><li>• Mapping and Analysis</li><li>• Planning, Prioritization, Cost Estimates, etc.</li></ul>	<b>\$180,000</b>
<b>3. Robust Stakeholder Outreach and Public Engagement</b> <ul style="list-style-type: none"><li>• Stakeholder, Community, and Council/Commission/Trustee Meetings</li><li>• Advertising Campaigns/Social Media</li><li>• Website and/or Online Mapping Tool</li><li>• Community Survey</li><li>• Community Demonstrations</li><li>• Transportation Safety Summit x2</li></ul>	<b>\$110,000</b>
<b>Project Total</b>	<b>\$325,000</b>

# Overall Project Budget

	<b>Financial Contribution</b>	<b>% of Total Project Cost</b>
<b>Federal Share</b>	<b>\$260,000</b>	<b>80%</b>
<b>Local Match</b>	<b>\$65,000</b>	<b>20%</b>
Mesa County	\$30,615	9.42%
City of Grand Junction	\$30,615	9.42%
City of Fruita	\$2,665	0.82%
Town of Palisade	\$1,105	0.34%
<b>Project Total</b>	<b>\$325,000</b>	<b>100%</b>

Local match distribution mirrors the Grand Valley MPO funding distribution

# Investing in the SS4A Action Plan Grant

- **Action Plan Grants/Safety Plans are the foundation of SS4A** and are required for future federal funding opportunities such as the SS4A Implementation Grant for infrastructure, behavioral, and operational activities
- SS4A represents a **once-in-a-generation funding opportunity** as part of the greater Bipartisan Infrastructure Law (BIL/IIJA), with \$1B slated annually from fiscal years 2022-2026—at least \$5B over the lifetime of the BIL/IIJA

**TOWN OF PALISADE, COLORADO  
RESOLUTION NO. 2022-13**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF  
PALISADE, COLORADO SUPPORTING A GRANT APPLICATION UNDER  
THE SAFE STREETS AND ROADS FOR ALL PROGRAM AND APPROVING  
A MEMORANDUM OF AGREEMENT

WHEREAS, the Mesa County Regional Transportation Planning Office (“RTPO”) is applying for a grant under the Safe Streets and Roads for All (“SS4A”) program (the “Grant”); and

WHEREAS, if the Grant is awarded, Mesa County, Grand Junction, Fruita and Palisade will split the matching funds requirement for the Grant using the same formula that they contribute to the operation of the RTPO with Palisade’s contribution coming to \$1,105; and

WHEREAS, the Board of Trustees of the Town of Palisade supports the Grant application and approves of the Memorandum of Agreement and Palisade’s contribution of its share of matching funds.

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

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

Section 2: The Board of Trustees hereby approve the Memorandum of Agreement for the Grant attached hereto as Exhibit A and incorporated herein by this reference.

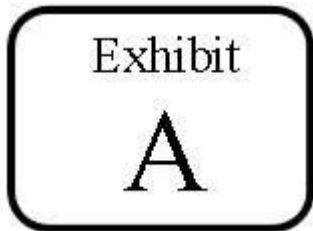
**RESOLVED, APPROVED, and ADOPTED this 23<sup>rd</sup> day of August 2022.**

TOWN OF PALISADE, COLORADO

\_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

\_\_\_\_\_  
Keli Frasier, Town Clerk



**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF GRAND JUNCTION,  
CITY OF FRUITA, TOWN OF PALISADE,  
AND COUNTY OF MESA, COLORADO**

**FY 2022 SAFE STREETS AND ROADS FOR ALL (SS4A) ACTION PLAN GRANT**

The parties to this Memorandum of Agreement ("AGREEMENT") are Mesa County, Colorado, a political subdivision of the State of Colorado, acting through the Board of County Commissioners of Mesa County, Colorado (hereinafter referred to as COUNTY); the City of Grand Junction, Colorado, a Colorado Municipality, acting through the City Council of the City of Grand Junction, Colorado; the City of Fruita, Colorado, a Colorado Municipality, acting through the City Council of the City of Fruita, Colorado; and the Town of Palisade, Colorado, a Colorado Municipality, acting through the Board of Trustees of the Town of Palisade, Colorado (hereinafter collectively referred to as MUNICIPALITIES).

**WHEREAS**, the COUNTY and MUNICIPALITIES find that the performance of this AGREEMENT is in the best interest of all parties and that the undertaking will benefit the public; and

**WHEREAS**, this AGREEMENT is only in effect if funds for the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant are awarded; and

**WHEREAS**, the COUNTY has agreed to serve as the fiscal agent for the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant.

**NOW THEREFORE**, the COUNTY and MUNICIPALITIES agree as follows:

- I. Introduction  
Both the COUNTY and MUNICIPALITIES ("PARTIES") have an interest in eliminating the number of deaths and injuries on their roadways. The PARTIES recognize that cooperative planning and spending can maximize the community's resources that are available for improvements and strive to partner on the FY 2022 Safe Streets and Roads for All (SS4A) Action Plan Grant (Grant).
- II. Purpose  
The purpose of this AGREEMENT is to establish the lines of communications and responsibility for the various work items necessary to complete the Grant. This AGREEMENT also establishes the intention of the MUNICIPALITIES to provide matching funds for the Grant if awarded.

The Grant includes a comprehensive Vision Zero Plan (Action Plan) which includes:

- A) Project management and coordination;
- B) Goal-oriented commitment from local leadership;
- C) The establishment of a plan task force;
- D) Robust stakeholder outreach and inclusive public engagement;
- E) Comprehensive analyses on safety data, demographic data, policies, and best practices;
- F) The creation of a toolbox that will address solutions at the local level on policies, process, and design; and
- G) A transparent and continued evaluation to measure progress over time.

If the Grant is awarded, the agreement is in effect until the completion of the Grant.

III. Procedure

- A) If the Grant is awarded, the PARTIES will include funds in their 2022/2023 budget for the local match of the Grant as shown below:

**Project Budget**

	Financial Contribution	% of Total Project Cost
<b>Federal Share</b>	<b>\$260,000</b>	<b>80%</b>
<b>Local Match</b>	<b>\$65,000</b>	<b>20%</b>
Mesa County	\$30,615	9.42%
City of Grand Junction	\$30,615	9.42%
City of Fruita	\$2,665	0.82%
Town of Palisade	\$1,105	0.34%
<b>Total Project Cost</b>	<b>\$325,000</b>	<b>100%</b>

- B) The PARTIES agree that the spirit of this Agreement is for all PARTIES to continue funding the Project until it is completed. However, all expenditures of funds by any of the PARTIES are subject to annual appropriations pursuant to Colorado law.
- C) The PARTIES will co-manage the Grant. A Technical Team will consist of staff designated respectively by the PARTIES and other community stakeholders. The Project Manager for the Grant will be the COUNTY Regional Transportation Planning Office. The PARTIES will perform their respective public relations coordinated through the Project Manager.

- D) Payments to the consultant selected will be through the COUNTY Regional Transportation Planning Office.

#### IV. Administration

- A) Nothing in this AGREEMENT will be construed as limiting or affecting in any way the authority or legal responsibility of the COUNTY and/or the MUNICIPALITIES, or as binding either Party to perform beyond the respective authority of each, or as requiring either Party to assume or expend any sum in the excess of appropriations available.
- B) This AGREEMENT shall become effective when signed by the PARTIES hereto. The PARTIES may amend the AGREEMENT by mutual written attachment as the need arises. Any Party may terminate this AGREEMENT after 30 days' notice in writing to the Project Manager with the intention to do so and fulfillment of all outstanding legal and financial obligations.
- C) This AGREEMENT creates no rights to any third party.
- D) The COUNTY will advertise, receive proposals, and will award consultant work upon recommendation of the Technical Team. The COUNTY shall include all the terms and conditions regarding bonding, insurance, and indemnification provisions as part of the COUNTY'S contract with the selected consultant.
- E) The person signing this AGREEMENT hereby warrants that he or she has the legal authority to execute this AGREEMENT on behalf of his or her respected Party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity.

**IN WITNESS WHEREOF**, the following authorized representatives have caused this document to be executed as of the date of the last signature shown below.

MESA COUNTY

\_\_\_\_\_  
Cody Davis, Chair  
Mesa County Board of Commissioners

\_\_\_\_\_  
ATTEST: Tina Peters, Clerk & Recorder  
Date: \_\_\_\_\_

CITY OF GRAND JUNCTION

\_\_\_\_\_  
Anna Stout, Council President  
Grand Junction City Council

\_\_\_\_\_  
ATTEST: Amy Phillips, City Clerk  
Date: \_\_\_\_\_

CITY OF FRUITA

\_\_\_\_\_  
Michael Bennett  
Fruita City Manager

\_\_\_\_\_  
ATTEST: Margaret Sell, Finance Director  
Date: \_\_\_\_\_

TOWN OF PALISADE

\_\_\_\_\_  
Greg Mikolai, Mayor  
Palisade Board of Trustees

\_\_\_\_\_  
ATTEST: Keli Fraiser, Town Clerk  
Date: \_\_\_\_\_





## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** 8/23/2022

**Presented By:** Matt Lemon, Utilities Director  
Brian Rusche, Community Development Director

**Department:** Utilities Department

**Re:** Energy and Mineral Impact Assistance Fund (EIAF) Grant Request

---

**SUBJECT:** Supporting the Grant Application for the Troyer Lift Station Replacement

**SUMMARY:** Troyer lift station service's residential and commercial customers off North River Road. The station is next to a natural drainage that has continues flow into the Colorado River located approximately 60 yards to the South. An SSO (Sanitary Sewer Overflow) would be directed to the Colorado River in less than five minutes.

The lift station is the oldest in the system with outdated electric controls for the pumps and visual alarm system. There is no call out to staff or audible alarm for notification, someone must see the alarm light and know who to call.

There are two four-inch pumps, submersed in sludge without safe and proper lifting equipment on location. Staff is required to use a backhoe to lift the pumps out of the sumps. Currently the site has no running domestic water to use for rinsing the pumps or wash hands or body if significant contamination occurs.

Currently, the system is using mechanical floats modified by staff to operate pumps on and off. Floats fail easily with the rags and grease colleting on them causing the floats to give false level indications. The electrical controls still utilize fuses and contactor blocks for control. This equipment is getting very hard to find and replace. Currently we know the alternating switch cannot be replaced with the current electrical configuration and will require licensed electrician to modify the panel.

When this station fails sewage backs up into residents' basements. The station has very little free board when a pump fails to come on. These four-inch pumps run for just over one hour a day, compared to Fairhaven or Moss Way which run for only ten to twelve minutes a day.

A six-inch non-conforming sewer line that is very flat and shallow flowing directly in the lift station (4 back yards, 3 front driveway areas). There are no manholes to clean the line. At the end of the main line, maintained by Palisade, the line is only six inches deep. This shallow depth is a concern for freezing in the winter, crushing from weight and punctures by something as small as a tent stake. The elevation of the sewer line could/should be adjusted with this lift station replacement.

Total replacement of the lift station is expected to be around three hundred thousand dollars (\$300,000). This qualifies as a Tier I request (grant request up to \$200,000) and requires a 50/50 cash match. The matching funds for the grant, would come from the sewer enterprise fund and/or General Fund.

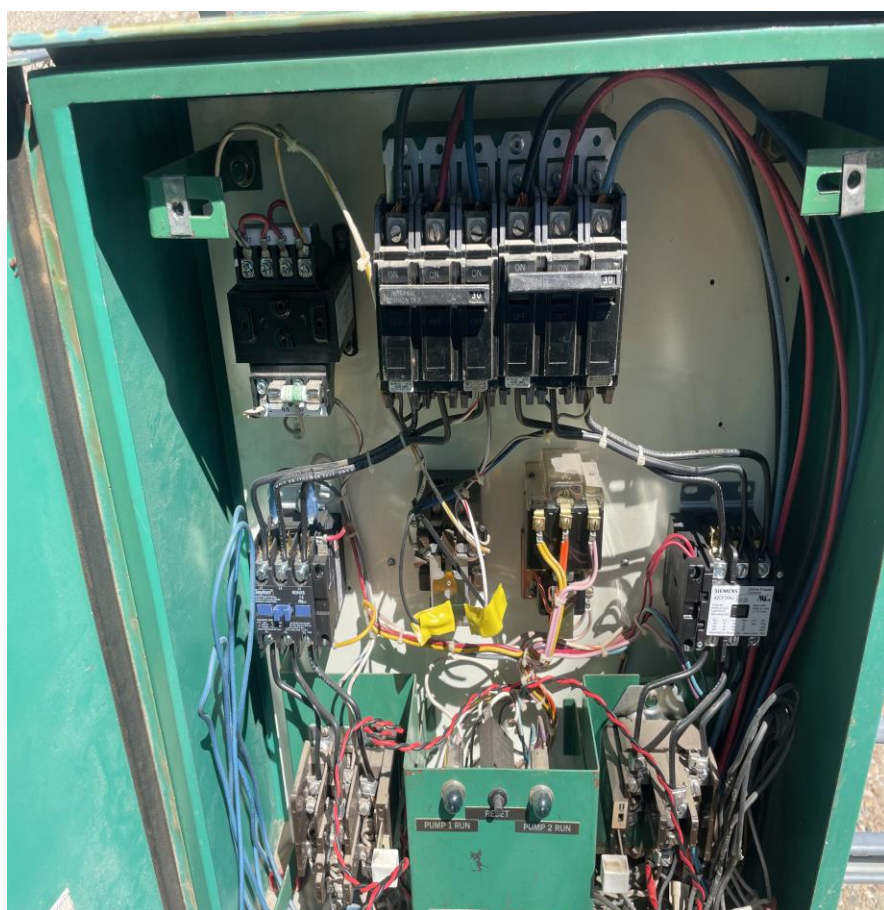
**BOARD DIRECTION:** Motion to Approve Resolution 2022-15.

**ATTACHMENTS**

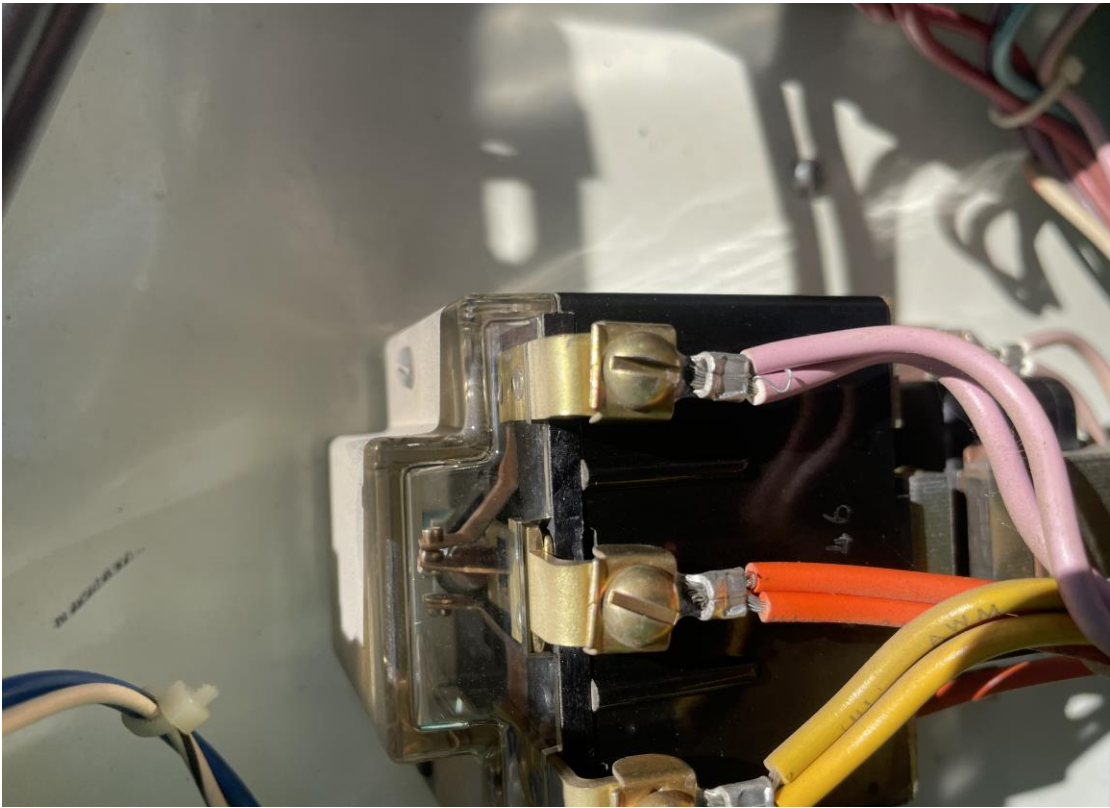
Photos of existing lift station



Troyer Lift Station with Drainage in background



Control Panel



Old style contactors



Vault for Troyer Lift Station

**TOWN OF PALISADE, COLORADO**  
**RESOLUTION NO. 2022-15**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE, COLORADO SUPPORTING THE GRANT APPLICATION FOR AN ENERGY AND MINERAL IMPACT ASSISTANCE PROGRAM GRANT FROM THE DEPARTMENT OF LOCAL AFFAIRS

WHEREAS, the Town of Palisade is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Department of Local Affairs; and

WHEREAS, the Town of Palisade has requested \$150,000, to be matched with \$150,000 from the Town of Palisade, for a Tier 1 Energy and Mineral Impact Assistance Program (EIAF) Grant 1271 (the “Grant”) in order to replace the Troyer Lift Station (the “Project”); and

WHEREAS, the Board of Trustees of the Town of Palisade supports the Grant application for the Project, and if the Grant is awarded, the Town of Palisade supports the completion of the Project.

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

- Section 1: The Board of Trustees of the Town of Palisade strongly supports the Grant application and has appropriated matching funds for a grant with the Department of Local Affairs.
- Section 2: If the Grant is awarded, the Board of Trustees of the Town of Palisade strongly supports the completion of the Project.
- Section 3: The Board of Trustees of the Town of Palisade authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
- Section 4: If the Grant is awarded, the Board of Trustees hereby authorizes the Mayor to sign the Grant agreement with the Department of Local Affairs.
- Section 5: This Resolution to be in full force and effect from and after its passage and approval

**RESOLVED, APPROVED, and ADOPTED this 23<sup>rd</sup> day of August, 2022.**

TOWN OF PALISADE, COLORADO

(Seal)

\_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

\_\_\_\_\_  
Keli Frasier, Town Clerk



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** 8/23/2022

**Presented By:** Charles K. Balke, Fire Chief  
Brian Rusche, Community Development Director

**Department:** Fire Department

**Re:** Mesa County Federal Mineral Lease District (MCFMLD) Grant Request

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**SUBJECT:** Supporting the Grant Application for Fire Department Equipment

**SUMMARY:** The Fire Department needs the following equipment:

### **Multigas Detector**

To have one on each of our frontline apparatus, I am requesting funding for two Altair 4-gas monitors at a cost of \$893.00 each for a total of \$1,786.00. These are essential for emergency response personnel to determine the levels of toxic gasses present in an environment creating what is known as an Immediate Death or Life Hazard (IDLH) environment from toxic gasses. During the winter months we are called to medical calls with high probability of carbon monoxide, which is a colorless, odorless, tasteless toxic gas. We encounter these situations due to aged, faulty, or unmaintained heating systems in homes.

These multigas detector are also utilized on fire and hazardous materials scenes. Studies have proven that carbon monoxide or CO during residential structure fires regardless of size is created posing a greater risk to victims and firefighters than the oxygen deprivation or heat. The standard of care for victims of fire and firefighting personnel is the consideration of CO toxicity. In a hazardous materials event, we have no way of determining the oxygen levels or toxicity of the environment without specialized equipment such as the requested multigas detectors.

### **Thermal Imagers**

The use of thermal imaging cameras is based on utilization of infrared energy or "heat". These devices are utilized to help firefighters effectively see-through smoke while attempting to rescue victims, rapidly locating fires, searching for victims in search and rescue situation or that may have been ejected from a vehicle, detect smoldering embers, etc.

I am requesting funding to purchase two handheld TXS Thermal Imagers complete with batteries and charges. The per unit cost is \$3,281.00 for a total of \$6,562.00

### **Structural Firefighting Boots**

Having the proper personal protective equipment is essential to the safety of our emergency response personnel. One aspect is having structural firefighting boots that are designed to meet the current NFPA standards for safety. Our personnel are currently having to use worn out structural firefighting boots that are almost twenty-years old. To ensure we have the proper protective clothing I am requesting funding to replace the structural firefighting boots for all twenty of our members. The cost per boot is \$432.00 for a total request of \$8,620.00

The total cost of this equipment is \$16,968. This qualifies as a Mini Grant request (not to exceed \$50,000) and therefore requires no cash match.

**BOARD DIRECTION:** Motion to Approve Resolution 2022-16.

**TOWN OF PALISADE, COLORADO**  
**RESOLUTION NO. 2022-16**

A RESOLUTION OF THE BOARD OF TRUSTEES FOR THE TOWN OF PALISADE,  
COLORADO SUPPORTING THE GRANT APPLICATION TO THE MESA COUNTY  
FEDERAL MINERAL LEASE DISTRICT

WHEREAS, the Town of Palisade is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by the Mesa County Federal Mineral Lease District (MCFMLD); and

WHEREAS, the Town of Palisade has requested \$16,968 for a mini grant for the Fall 2022 cycle, with no required match (the “Grant”) in order to purchase essential equipment for the Fire Department (the “Project”); and

WHEREAS, the Board of Trustees of the Town of Palisade supports the Grant application for the Project, and if the Grant is awarded, the Town of Palisade supports the completion of the Project.

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

- Section 1: The Board of Trustees of the Town of Palisade strongly supports the Grant application for a grant with the Mesa County Federal Mineral Lease District.
- Section 2: If the Grant is awarded, the Board of Trustees of the Town of Palisade strongly supports the completion of the Project.
- Section 3: The Board of Trustees of the Town of Palisade authorizes the expenditure of funds necessary to meet the terms and obligations of any Grant awarded.
- Section 4: If the Grant is awarded, the Board of Trustees hereby authorizes the Mayor to sign the Grant agreement with the Mesa County Federal Mineral Lease District.
- Section 5: This Resolution to be in full force and effect from and after its passage and approval

**RESOLVED, APPROVED, and ADOPTED this 23<sup>rd</sup> day of August, 2022.**

TOWN OF PALISADE, COLORADO

(Seal)

\_\_\_\_\_  
Greg Mikolai, Mayor

ATTEST:

\_\_\_\_\_  
Keli Frasier, Town Clerk





## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** August 23, 2022  
**Presented By:** Brian Rusche, Community Development Director  
**Department:** Community Development  
**Re:** PRO-2022-08 THIRD STREET LODGING SETBACK VARIANCE

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**SUBJECT:** PRO-2022-08 THIRD STREET LODGING SETBACK VARIANCE, located at 215 W. Third Street (Parcel # 2937-092-06-002)

**SUMMARY:** The Town of Palisade has received a request for a variance from Section 5.04.A – Table 5.7 of the Palisade Land Development Code (LDC) to allow for a zero (0) foot rear yard setback where ten (10) feet is required, for the property located at 215 W. Third Street (Parcel # 2937-092-06-002), as applied for by Third Street Lodging LLC, pursuant to Section 4.12 of LDC.

The variance procedure provides a process to grant limited relief from the requirements of this LDC for property where strict application of the LDC would result in an exceptional practical difficulty or undue hardship. No variance shall be approved by the Board of Adjustment unless the following findings are made (addressed within the staff report):

- 1. There are exceptional conditions pertaining to the particular piece of property in question because of its shape, size, or topography that are not applicable to other lands or structures in the same district [or there is a peculiar characteristic of an establishment which makes the parking and/or loading requirements of this LDC unrealistic];**
- 2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.**
- 3. A literal interpretation of the provisions of the LDC would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.**
- 4. The requested variance will be in harmony with the purpose and intent of this LDC and will not be injurious to the neighborhood or to the general welfare.**
- 5. The special circumstances are not the result of the actions of the applicant.**
- 6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.**

**BOARD DIRECTION:**

The Board of Adjustment may approve, deny, or continue a request for a variance. In approving a variance, the Board of Adjustment may prescribe reasonable and appropriate conditions which will ensure that the use will be compatible with adjacent properties and will not alter the character of the neighborhood.

**SUGGESTED MOTION:**

I move to **approve** PRO-2022-08 THIRD STREET LODGING SETBACK VARIANCE, finding that the criteria of Section 4.17.F have been met.

**ATTACHMENTS**

Staff Report

Letter of Intent

# PRO 2022-08, THIRD STREET LODGING SETBACK VARIANCE

## 215 WEST THIRD STREET, PARCEL # 2937-092-06-002

### SUMMARY

The Town of Palisade has received a request for a variance from Section 5.04.A – Table 5.7 of the Palisade Land Development Code (LDC) to allow for a zero (0) foot rear yard setback where ten (10) feet is required, for the property located at 215 W. Third Street (Parcel # 2937-092-06-002), as applied for by Third Street Lodging LLC, pursuant to Section 4.12 of LDC.

The variance procedure provides a process to grant limited relief from the requirements of this LDC for property where strict application of the LDC would result in an exceptional practical difficulty or undue hardship.

### BACKGROUND

The subject property was formerly used for apartments, with a total of five (5) units in two separate structures. The structure that occupies the entire western side of the property was used for long-term housing but does not have any plumbing. Instead, a bathroom was shared within the house that was also located on the property but has since been demolished.

The property was originally built as a motel in the 1931 and the current owners are converting it back to this use with a total of ten (10) guest rooms. In working with the Mesa County Building Department, it has been determined that a new bathhouse, built to current building codes and consisting of eight (8) individual, private restrooms – two (2) of which will be fully handicapped accessible, will be required to provide the necessary facilities, in addition to a laundry room, for guests of the motel.

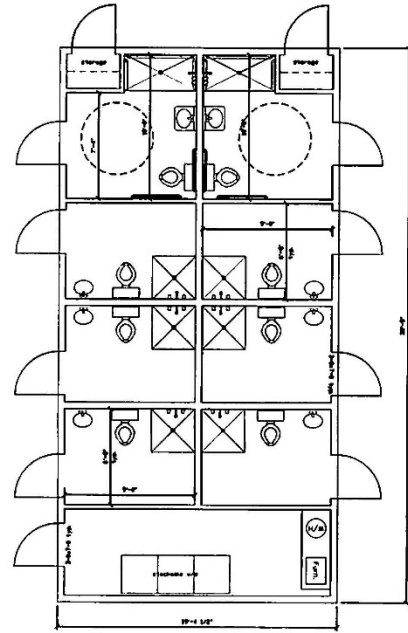
The proposed use of a hotel/motel is a permitted use within the TC (Town Center) zone district (per Table 6.1). Pursuant to Section 6.03 of the LDC, a change of use...to another permitted use in the same Zone District shall not require a development application process...except for the issuance of a planning clearance permit by Town staff. This was completed on March 7, 2022.



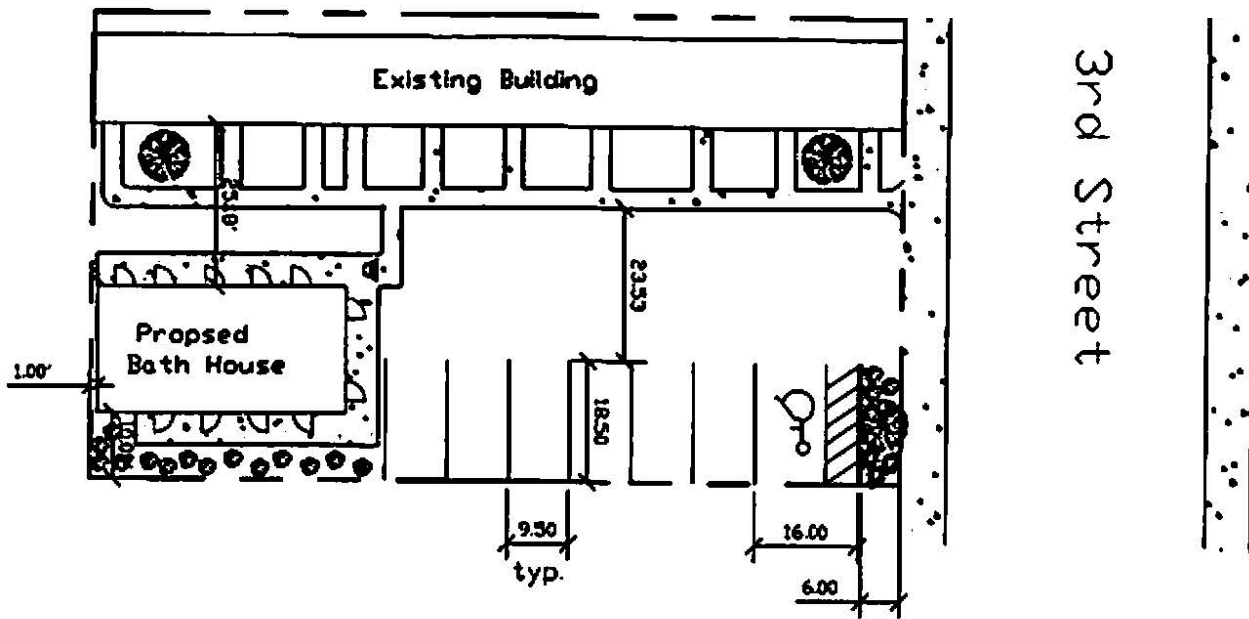
The proposed bathhouse design, as shown on the floor plan, provides direct access to each restroom as well as the attached laundry room.

This design includes providing a sidewalk around the proposed bathhouse, with access on three sides. The south wall, which has no doors, would be adjacent to the alley.

To retain as much parking on site as possible and to avoid creating any dead space, a request has been made for a zero (0) foot setback along the south side of the property for the bathhouse, where the TC zone would require a ten (10) foot rear yard setback. The existing building is already less than the required setback but can remain as it existed before the current zoning. The applicant has provided a letter of intent outlining the need for the variance requested, which is attached to this report.



Floor Plan  
Scale: 1/4" = 1'-0"



## **LAND DEVELOPMENT CODE – CRITERIA FOR DECISION**

### **Section 4.17.F. Variance Findings of Fact:**

#### **NO VARIANCE SHALL BE APPROVED BY THE BOARD OF ADJUSTMENT UNLESS ALL OF THE FOLLOWING FINDINGS ARE MADE:**

**1. There are exceptional conditions pertaining to the particular piece of property in question because of its shape, size, or topography that are not applicable to other lands or structures in the same district [or there is a peculiar characteristic of an establishment which makes the parking and/or loading requirements of this LDC unrealistic];**

There are exceptional conditions pertaining to this piece of property because of the size of the lot and the location of the existing structure.

*Unlike buildings on most downtown lots, the original motel structure is oriented to the side, rather than the front, of the lot. This creates a condition where the width of the lot, which is narrower than the depth, functions as the space available for any additional development. The orientation makes the alley, typically found behind a building in downtown, feels like a side yard, which in a downtown context has no setback.*

**2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.**

Granting the variance requested will not confer upon the applicant any special privilege.

*The purpose of the ten (10) foot rear yard setback in the TC (Town Center) zone is ostensibly to provide room for parking and/or building access from an alley in a traditional downtown grid. However, applying this standard would reduce the ability to provide room for parking and create the potential for unauthorized access to the bathhouse from the alley.*

**3. A literal interpretation of the provisions of the LDC would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.**

A literal interpretation of the code would deprive the applicant of the ability to upgrade the property to meet modern building codes.

*The former house, which provided the only restroom on the property for years, existed in the middle of the lot, effectively splitting it in half, with an inability to access the back of the property from the front. If the bathhouse were placed at this location, the property would also feel as though it were split in half, which could compromise the privacy and security of the proposed motel use.*

**4. The requested variance will be in harmony with the purpose and intent of this LDC and will not be injurious to the neighborhood or to the general welfare.**

The requested variance will be in harmony with the purpose and intent of the LDC and will not be injurious to the neighborhood or to the public.

*The proposed site plan shows that, by locating the bathhouse adjacent to the alley, a maximum number of parking spaces and more efficient use of the lot can be achieved. The adjacent property to the east is a post office, which currently has a storage unit located right on the alley as well, to maximize the use of its parking lot.*

**5. The special circumstances are not the result of the actions of the applicant.**

The substandard condition of the existing building and the property is not the result of the applicant.

*In fact, the applicant is attempting to modernize both the existing building as well as construct a modern bathhouse to restore the property to its original use as a motel.*

**6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.**

The requested variance is the minimum necessary to make full use of the land.

*Any setback more than zero creates a dead zone between the bathhouse and the alley that would need to be maintained and would reduce the feeling of privacy for the guests of the proposed motel.*

### **RECOMMENDATION ON THE VARIANCE**

The Board of Adjustment may approve, deny, or continue a request for a variance. In approving a variance, the Board of Adjustment may prescribe reasonable and appropriate conditions which will ensure that the use will be compatible with adjacent properties and will not alter the character of the neighborhood.

The Community Development Department recommends that the Board approve the requested variance, finding that the criteria of Section 4.17.F have been met.

### **ATTACHMENTS**

Letter of Intent

July 22, 2022

Town of Palisade  
175 E. Third Street  
Palisade, CO 81526

Re: Letter of Intent: Request for Variance

To Brian Rusche:

I am writing to seek a variance for a zero-foot setback from the property line for the proposed new building at 215 W. Third Street in Palisade, Colorado. Current zoning rules state that any new builds have a ten-foot setback from the property line. It is my intent to request a variance for this property in order to successfully run a business that will be a positive addition to the town of Palisade.


This request for a zero-foot setback is due to exceptional conditions pertaining to this particular piece of property that would make the property otherwise unable to function for the proposed purpose. A new building must be constructed on the property to provide restrooms, as the current building has no plumbing and no space for restrooms to be added. These exceptional conditions requiring the construction of a new building and a variance for a zero-foot setback from the property line are necessary to run the new business successfully.

The property line runs along an alleyway, with the proposed new building sitting just on the property line. Having a lesser setback from the property line will permit the space in front of the new building to be used as parking for the business, allowing for seven parking spaces instead of five. In this case, the variance requested will allow the business to have sufficient parking, whereas if a ten-foot setback were to be required, the business would not have enough parking spaces to accommodate the ten guest rooms on the property.

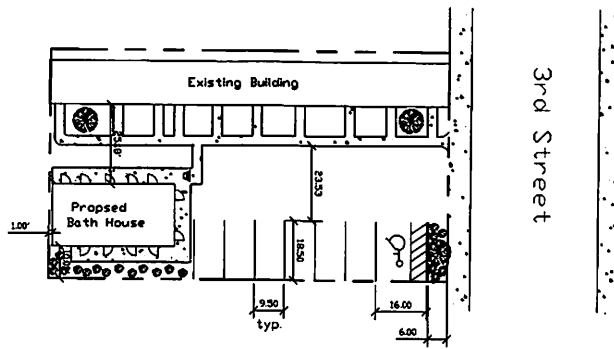
The existing building on the property was built with a zero-foot setback along the alley. This variance will also help to make the property more cohesive as it will line up with the existing building.

Please let me know if you have any questions or require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jody Corey', with a long horizontal flourish extending to the right.

Jody Corey  
424 W. Eighth St.  
Palisade, CO 81526  
(970) 846-9449 / [jody@spokeandvinemotel.com](mailto:jody@spokeandvinemotel.com)



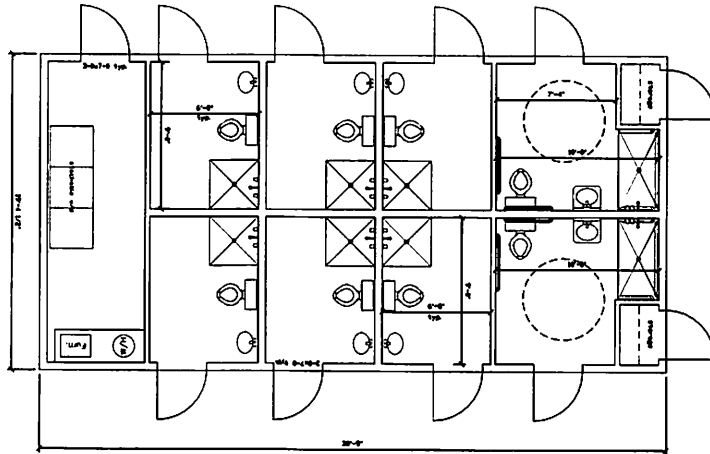
PROJECT  
COREY Bath  
SHE. 001  
DATE DRAWN  
02/11/2024  
LATEST REVISION  
NO. 001  
SHEET 01 OF 01

JODY COREY  
jody@spokeandvinemotel.com  
(970) 846-9449

**COREY BATH HOUSE PROJECT**  
Site Plan  
215 W. Third Street  
Palisade, CO 81526

REVISIONS		
DATE	REMARKS	BY






**Floor Plan**  
Scale: 1/4" = 1'-0"

**PRELIMINARY - FOR  
CLIENT REVIEW ONLY**

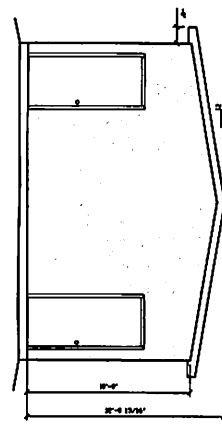
PROJECT	NOV 2011
SCALE	AS SHOWN
DATE DRAWN	07/19/2012
LATEST REVISION	
NO. REVISION	
SHEET	11 OF 11

ENGINEERING DESIGN BY  
 CCI ENGINEERING  
 CRICK CONSTRUCTION INC.  
 1131 -24- ROAD  
 GRAND JUNCTION, CO 81506  
 970-840-9029

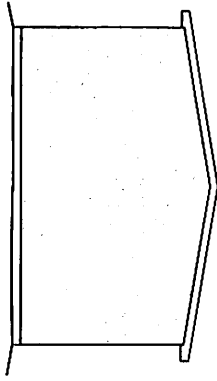
**JODY COREY**  
 jody@spokeandvinemotel.com  
 (970) 846-9449

**COREY BATH HOUSE PROJECT**  
 Floor Plan  
 215 W. Third Street  
 Palisade, CO 81526

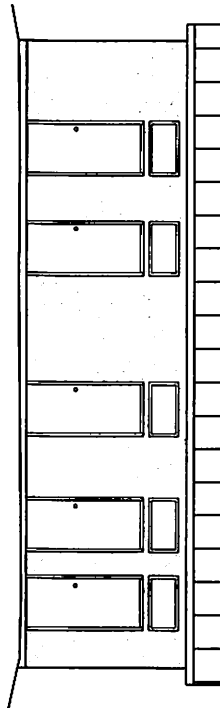
REVISIONS		
DATE	REMARKS	BY



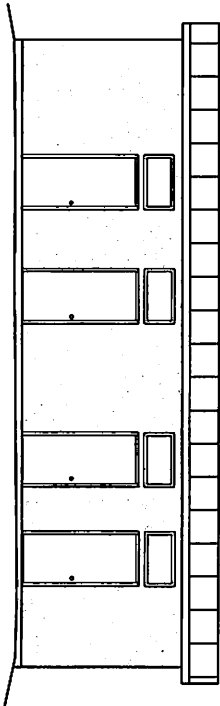
Front Elevation (North)  
Scale: 1/4" = 1'-0"



Rear Elevation (South)  
Scale: 1/4" = 1'-0"



Right Elevation (West)  
Scale: 1/4" = 1'-0"



Left Elevation (East)  
Scale: 1/4" = 1'-0"

**PRELIMINARY - FOR  
CLIENT REVIEW ONLY**

<p>ENGINEERING DESIGN BY   CCI ENGINEERING          CORE CONSTRUCTION INC.          1151 -24- ROAD          GRAND JUNCTION, CO 81505          970-840-9029</p>	<p><b>JODY COREY</b>  <a href="mailto:jody@spokeandvinemotel.com">jody@spokeandvinemotel.com</a>          (970) 846-9449</p>	<p><b>COREY BATH HOUSE PROJECT</b>          Elevations          215 W. Third Street          Palisade, CO 81526</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">REVISIONS</th> </tr> <tr> <th style="width: 15%;">DATE</th> <th style="width: 60%;">REMARKS</th> <th style="width: 25%;">BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	REVISIONS			DATE	REMARKS	BY																		
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DATE	REMARKS	BY																									
<p>PROJECT: COREY Bath          DRAWN BY: J.C.          SCALE: 1/4" = 1'-0"          DATE DRAWN: 07/19/2022          LATEST REVISION:          NO. REVISION:</p>	<p>1151 -24- ROAD          GRAND JUNCTION, CO 81505          970-840-9029</p>																										



## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** August 23, 2022  
**Presented By:** Brian Rusche, Community Development Director  
**Department:** Community Development  
**Re:** PRO-2022-14 – WINE COUNTRY INN SIGN VARIANCE

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**SUBJECT:** PRO-2022-14 – WINE COUNTRY INN SIGN VARIANCE, located at 787 37 3/10 ROAD (PARCEL # 2937-054-55-001)

**SUMMARY:** The Town of Palisade has received a request for a variance from Section 10.10.C of the Palisade Land Development Code (LDC) to allow for the replacement of an existing sign, approximately 312 square feet advertising both Wine Country Inn and Grande River Vineyards. The sign has a height of thirty-six (36) feet above grade with a total height of thirty-nine (39) feet and is located at on the west property line of 787 37 3/10 Road (2937-054-55-001), as applied for by the Bud's Signs on behalf of the property owner, pursuant to Section 4.12 of the Land Development Code.

The variance procedure provides a process to grant limited relief from the requirements of this LDC for property where strict application of the LDC would result in an exceptional practical difficulty or undue hardship. No variance shall be approved by the Board of Adjustment unless all of the following findings are made (addressed within the staff report):

- 1. There are exceptional conditions pertaining to the particular piece of property in question because of its shape, size, or topography that are not applicable to other lands or structures in the same district [or there is a peculiar characteristic of an establishment which makes the parking and/or loading requirements of this LDC unrealistic];**
- 2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.**
- 3. A literal interpretation of the provisions of the LDC would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.**
- 4. The requested variance will be in harmony with the purpose and intent of this LDC and will not be injurious to the neighborhood or to the general welfare.**
- 5. The special circumstances are not the result of the actions of the applicant.**
- 6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.**

**BOARD DIRECTION:** The Board of Adjustment may approve, deny, or continue a request for a variance. In approving a variance, the Board of Adjustment may prescribe reasonable and appropriate conditions which will ensure that the use will be compatible with adjacent properties and will not alter the character of the neighborhood.

**SUGGESTED MOTION:**

I move to **approve** PRO-2022-14 WINE COUNTRY INN SIGN VARIANCE, finding that the criteria of Section 4.17.F have been met.

**ATTACHMENTS**

Staff Report

Letter of Intent

# PRO 2022-14, WINE COUNTRY INN SIGN VARIANCE

787 37 3/10 ROAD, PARCEL # 2937-054-55-001

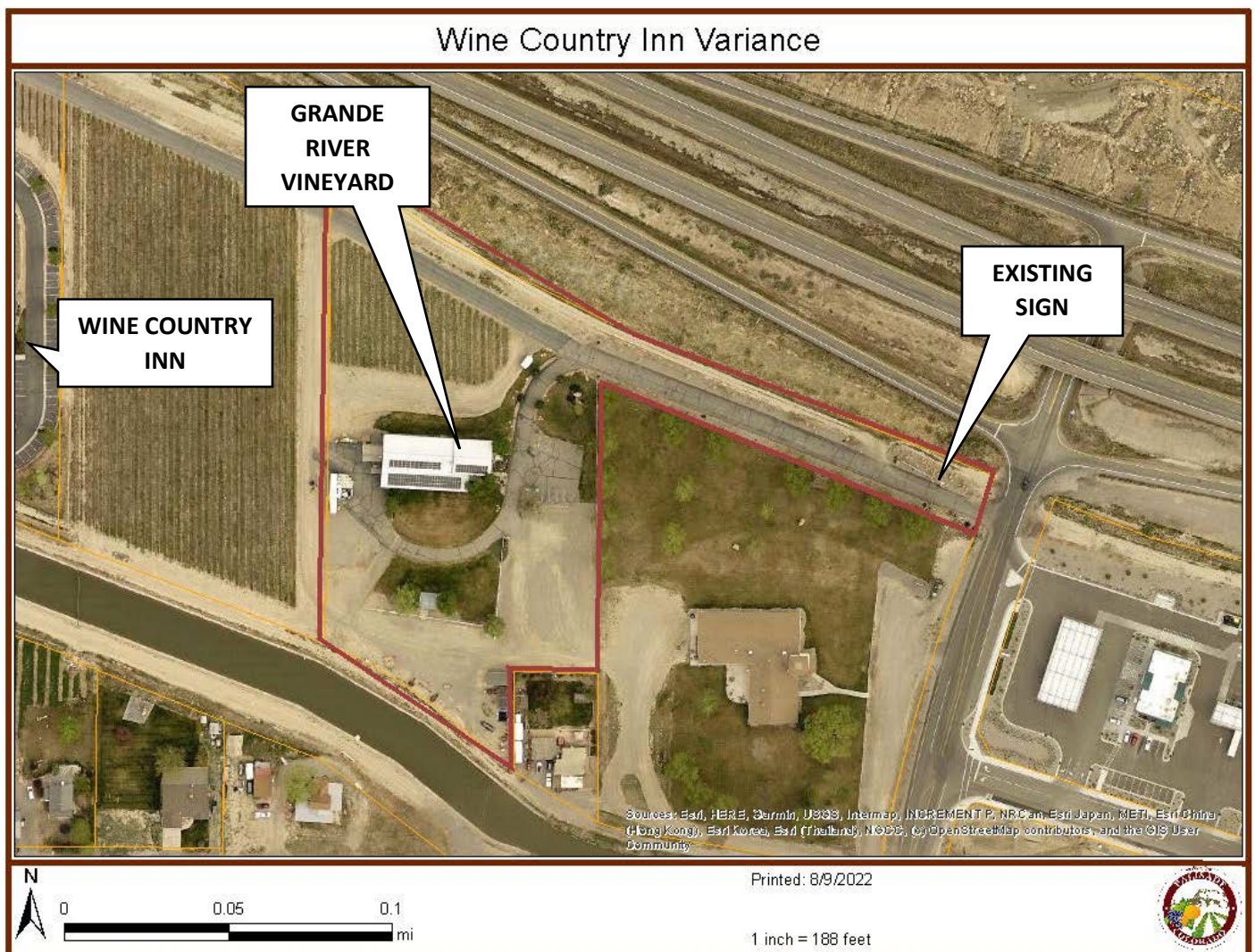
## SUMMARY

The Town of Palisade has received a request for a variance from Section 10.10.C of the Palisade Land Development Code (LDC) to allow for the replacement of an existing sign, approximately 312 square feet advertising both Wine Country Inn and Grande River Vineyards. The sign has a height of thirty-six (36) feet above grade with a total height of thirty-nine (39) feet and is located at on the west property line of 787 37 3/10 Road (2937-054-55-001), as applied for by the Bud's Signs on behalf of the property owner, pursuant to Section 4.12 of the Land Development Code.

The variance procedure provides a process to grant limited relief from the requirements of this LDC for property where strict application of the LDC would result in an exceptional practical difficulty or undue hardship.

## BACKGROUND

Grande River Vineyard was recently purchased by the owners of the Wine Country Inn. The two properties share an access road (Grand River Drive) over which exists a pole sign advertising the vineyard. The sign was approved by Mesa County prior to the annexation of these parcels into the Town of Palisade.





The owners would like to modify the existing sign to include the names of both businesses, as well as to provide internal illumination and retain the support structure.

Section 10.10.C.1.d.i(3) states: The maximum height of a pole sign or any part thereof, including the base or apron, supports, supporting structures and trim, shall not exceed twenty (20) feet.

The existing sign has a total height of 39 feet from the ground to the top, with 36 feet of clearance for

vehicles to drive under the sign. The application proposes to retain the sign structure at this height and simply change the face, as well as add internal illumination, which is permitted for a freestanding sign.

In addition, Section 10.10.C.3 states: No outdoor advertising sign or other advertising media not directly related to the use of the premises on which it is located shall be permitted in any district except after a plan for such sign has been approved by the Board of Trustees pursuant to the variance procedures of Section 4.12. The existing sign technically sits on the Grande River Vineyard property, though one must pass through this property to access the Wine Country Inn and now both properties have common ownership. Therefore, the modification of the sign text is included in this variance request.



## LAND DEVELOPMENT CODE – CRITERIA FOR DECISION

### Section 4.17.F. Variance Findings of Fact:

#### **NO VARIANCE SHALL BE APPROVED BY THE BOARD OF ADJUSTMENT UNLESS ALL OF THE FOLLOWING FINDINGS ARE MADE:**

**1. There are exceptional conditions pertaining to the particular piece of property in question because of its shape, size, or topography that are not applicable to other lands or structures in the same district [or there is a peculiar characteristic of an establishment which makes the parking and/or loading requirements of this LDC unrealistic];**

There are exceptional conditions pertaining to this piece of property because of its shape.

*The winery and the inn are accessible only by Grand River Drive, which runs parallel to I-70. The property also sits lower than the interstate, meaning that a sign meeting the maximum height of 20 feet would not be particularly visible to the traveling public. The existing sign was built prior to the annexation of the property into the Town and has become a very recognizable feature of Palisade.*

**2. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.**

Granting the variance requested will not confer upon the applicant any special privilege.

*This request is not for a new sign, but rather to continue, and improve, the use of the existing sign to reflect the common uses accessible from Grand River Drive and to maintain the existing sign structure.*

**3. A literal interpretation of the provisions of the LDC would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.**

A literal interpretation of the code would require that the sign be decommissioned and removed.



*In fact, this sign was used as the basis for consideration of a sign variance for a sign of the same height across Elberta for the Golden Gate fuel location (PRO-2017-43), as it was determined during that process to be compatible with the existing signage, such as the current winery sign.*

**4. The requested variance will be in harmony with the purpose and intent of this LDC and will not be injurious to the neighborhood or to the general welfare.**

The requested variance will not be injurious to the neighborhood or to the public.

*The existing sign has not, to the Town's knowledge, caused any safety hazards and, in fact, has become a reference point for exiting I-70 into the Town. The modification of the business name(s) to reflect common ownership, and the addition of internal illumination will improve upon the existing, worn out painting of the existing sign.*

**5. The special circumstances are not the result of the actions of the applicant.**

The configuration of the lot and signage location is not the result of the applicant.

*By purchasing the winery, the owners have preserved a historical land use within the Town and inherited the existing condition of the sign.*

**6. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.**

The requested variance will allow the sign to remain.

*Signage is necessary to convey information and direction to visitors and residents alike.*

#### **RECOMMENDATION ON THE VARIANCE**

The Board of Adjustment may approve, deny, or continue a request for a variance. In approving a variance, the Board of Adjustment may prescribe reasonable and appropriate conditions which will ensure that the use will be compatible with adjacent properties and will not alter the character of the neighborhood.

The Community Development Department recommends that the Board approve the requested variance, finding that the criteria of Section 4.17.F have been met and that the neighboring property is in support of the request.

#### **ATTACHMENTS**

Letter of Intent including photos



To whom it may concern,

We are intending to pursue a variance to the current LDC in regards to its application to the entry sign for Grande River Vineyards located at 787 37 3/10 Road in Palisade.

In this variance we will ask for the ability to retain the current size of the existing sign, add internal illumination components, and add the name of the business that is located on the adjacent property immediately to the west. This other business, Wine Country Inn, is owned and operated by the same people. The situation of adding the second name to the sign will not create an additional revenue stream between the 2 businesses as they are 1 in the same operation.

Paul Schritter

Bud's Signs

1040 Pitkin Ave

Grand Junction, CO

970-245-7700

235"

*Wine Country Inn*

WINE ESTATE TASTING ROOM OPEN DAILY

GRANDE RIVER

VINEYARDS & WINERY

120"

20"



I70



RIVER DR

HIGHLINE CANAL

G7/10 RD

I70

I70

GRANDE RIVER DR

I70 EB OFF RAMP

I70 WB ON RAMP

G7/10 RD

I70

I70

I70 WB OFF RAMP

I70 EB ON RAMP

37 3/10 RD

WINE VALLEY RD

MILLEMANN ST

DITCH





## PALISADE BOARD OF TRUSTEES Agenda Item Cover Sheet

**Meeting Date:** August 23, 2022

**Presented By:** Brian Rusche, Community Development Director

**Department:** Community Development

**Re:** Ordinance 2022-16 – Amending the Land Development Code regarding Outdoor Lighting

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**SUBJECT:** ORDINANCE 2022-16 – AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE REGARDING OUTDOOR LIGHTING.

**SUMMARY:** Outdoor lighting is necessary to provide safety at night for vehicle circulation, pedestrians, and parking areas. Outdoor lighting, however, can cause light pollution that affects the quality of life and interferes with the ability to see the stars.

The International Dark-Sky Association publishes information on how to provide lighting that meets the following principles:

- Useful – all light should have a clear purpose
- Targeted – light should be directed only to where needed
- Low Light Levels – light should be no brighter than necessary
- Controlled – light should be used only when it is useful
- Color – use warmer color lights where possible

Source: <https://www.darksky.org/our-work/lighting/lighting-principles/>

While there is a process to become recognized as an official “dark sky” community, the goal of this amendment is to incorporate best practices that are consistent with these five principles. The proposed changes are attached and described in detail in the staff report.

In evaluating any proposed amendment of the text of the Land Development Code, the following shall be considered:

1. The extent to which the proposed text amendment is consistent with the remainder of the LDC, including, specifically, any purpose and intent statements;

*The proposed text amendment is consistent with the remainder of the LDC, specifically the section on parking and street lights in subdivisions.*

2. The amendment must not adversely affect the public health, safety or general welfare;

*The proposed text amendment seeks to improve the public health, safety or general welfare by reducing light pollution.*

3. The amendment is necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas affected;

*Dark-sky interest has grown within Palisade and has become an important value for those who reside here.*

4. The proposed text amendment revises the LDC to comply with state or federal statutes or case law; or

*The proposed text amendment does not go against any state or federal statutes or case law.*

5. The proposed text is found to be consistent with the Town's adopted comprehensive plan.

*The feedback on the Comprehensive Plan update indicates support for dark-sky compliant lighting.*

#### **BOARD DIRECTION:**

The **Planning Commission** reviewed this request at their regular meeting on August 2, 2022 and, having received no testimony on this request, **forwarded a unanimous recommendation of approval of the proposed text amendment.**

#### **SUGGESTED MOTION:**

I move to **approve** Ordinance 2022-16, Amending the Land Development Code regarding Outdoor Lighting, finding that the criteria of Section 4.01.E have been met.

#### **ATTACHMENTS**

Staff Report

Five Principles for Responsible Outdoor Lighting

Ordinance 2022-16

# PRO 2022-11, TEXT AMENDMENTS TO THE LAND DEVELOPMENT CODE

## Section 10.05 – Outdoor Lighting

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### SUMMARY

Outdoor lighting is necessary to provide safety at night for vehicle circulation, pedestrians, and parking areas. Outdoor lighting, however, can cause light pollution that affects the quality of life and interferes with the ability to see the stars.

The International Dark-Sky Association publishes information on how to provide lighting that meets the following principles:

- Useful – all light should have a clear purpose
- Targeted – light should be directed only to where needed
- Low Light Levels – light should be no brighter than necessary
- Controlled – light should be used only when it is useful
- Color – use warmer color lights where possible

Source: <https://www.darksky.org/our-work/lighting/lighting-principles/>

While there is a process to become recognized as an official “dark sky” community, the goal of this amendment is to incorporate best practices that are consistent with these five principles.

The Palisade Game Plan (2022 Comprehensive Plan Update) has elicited some (anonymous) public comments regarding lighting, such as this:

*“We love how dark it is at night here. Being able to see the stars and the Milky Way is something that many may take for granted. Please keep street lighting to a minimum.”*

*“We chose Palisade because of the small town feel and the surrounding orchards & vineyards, and the calm, quiet vibe mixed with just enough festivals to make tourist season exciting, and because you can see the stars at night.”*

The Town has begun working with Xcel Energy, who owns the streetlights, about making them more compatible with dark sky principles.

### LAND DEVELOPMENT CODE

The following amendment is proposed to this section, with words changes highlighted in **RED/BOLD TEXT with new additions underlined and removals in strikethrough**.

#### Section 10.05 Outdoor Lighting

##### A. Purpose

The purpose of this Section is to ensure that ~~vehicle circulation, pedestrian, parking and other areas have adequate outdoor lighting to provide safety at night, while limiting the negative impacts on adjacent properties.~~

outdoor lighting in the Town meets the following principles identified by the International Dark-Sky Association (IDA):

1. Useful: All light should have a clear purpose;
2. Targeted: Light should be directed only to where needed;
3. Low Light Level: Light should be no brighter than necessary;
4. Controlled: Light should be used only when it is useful;

5. Color: Use warmer color lights where possible;

## **B. Applicability**

1. All new development lighting installed after the adoption of this section shall comply with the standards of this Section.

~~2. Where a building, structure or use existed as of the effective date of this Section and such building is enlarged in gross floor area or impervious area on the site by no more than ten percent (10%) or two thousand (2,000) square feet, whichever is less, outdoor lighting as specified in this Section shall not be required.~~

~~3. 2.~~ The following shall be exempt from the outdoor lighting requirements of this Section:

~~a. Fixtures (luminaries) with a light output of less than one thousand (1,000) lumens.~~

~~b. Public recreational playfield lighting; and~~

~~c. Fixtures with a light output of more than one thousand (1,000) lumens may be allowed with an active or activated motion sensor.~~

a. Illumination of the United States flag, provided that such light does not interfere with the vision of drivers or pedestrians;

b. Lights which are a part of a Town event or public gathering, so long as the event or gathering is of a temporary nature;

c. Holiday lighting;

d. Construction lighting used for the purpose of illuminating construction work activities, provided that the illumination source is directed internally toward the project site and is turned off each night when work is halted.

## C. Outdoor Lighting Principles

1. Useful:

a. Outdoor lighting shall primarily be used to provide safety while secondarily accenting key architectural elements and to emphasize landscape features. Light fixtures shall be designed as an integral design element that complements the design of the project. This may be accomplished through style, material or color.

b. Lighting plan required: To ensure that all new construction complies with the lighting standards, a lighting plan shall be submitted for all new construction in the Town. The lighting plan shall include the following information:

The type and luminous intensity of each light source and wattage;

Fixture location and height above grade of each light fixture;

Shielding and mounting details;

Tear sheets for all lighting fixtures (luminaries) to be installed on site shall be required;

Other information deemed necessary to document compliance with the provisions of the lighting regulations.

2. Targeted:



a. Lighting used to illuminate commercial sites and parking areas shall be arranged, located or screened to direct light or shield the light away from any adjoining or abutting residential premises, district or use.

b. Lighting shall not be oriented so as to direct glare or excessive illumination onto streets or rights-of-way in a manner that may distract or interfere with the vision of drivers on such streets.

c. All lighting, including any exterior floodlights, shall be shielded so that substantially all emitted light falls within the property line of the property from which the light emanates.

3. Low Light Level:

a. The following light fixtures and sources shall not be used within the Town where the direct light emitted is visible from adjacent areas:

Low-pressure sodium and mercury vapor light sources;

Cobra-head-type fixtures having dished or drop lenses or refractors which house other than incandescent sources; and

Searchlights and other high-intensity narrow-beam fixtures.

b. Illumination using bare illuminated tubing that completely outline or define property lines, sales areas, roofs, doors, windows or similar areas in a manner that is not primarily for safety purposes is prohibited.

4. Controlled:

a. The use of sensor technologies, timers or other means to limit lighting to periods of activity may be required by the Community Development Director to conserve energy, provide safety and promote compatibility between different land uses.

5. Color:

a. Maximum temperature is 3500 Kelvin (K).

**C. Prohibited Light Sources**

The following light fixtures and sources shall not be used within the Town where the direct light emitted is visible from adjacent areas:

1. Low pressure sodium and mercury vapor light sources;

2. Cobra head type fixtures having dished or drop lenses or refractors which house other than incandescent sources; and

3. Searchlights and other high intensity narrow beam fixtures.

**D. Lighting Design Requirements**

~~Outdoor lighting shall primarily be used to provide safety while secondarily accenting key architectural elements and to emphasize landscape features. Light fixtures shall be designed as an integral design element that complements the design of the project. This may be accomplished through style, material or color.~~

All lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:

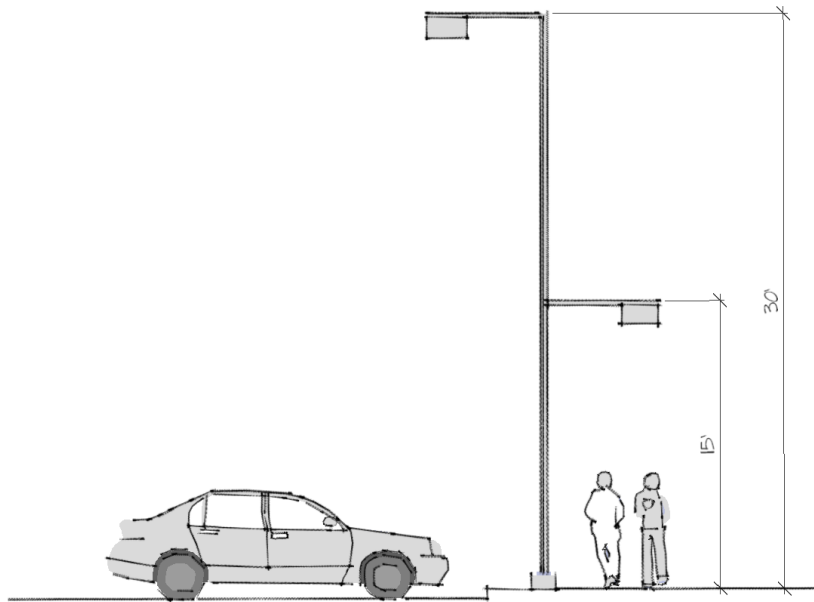
1. Fixture (luminaire)

The light source shall be concealed and shall not be visible from any street rights-of-way or adjacent properties. In order to direct light downward and minimize the amount of light spillage into the night sky and onto adjacent properties, all lighting fixtures shall be full cutoff fixtures.

## 2. Fixture height

Lighting fixtures shall be a maximum of ~~thirty (30)~~ **twenty (20)** feet in height within parking areas and shall be a maximum of fifteen (15) feet in height within non-vehicular pedestrian areas. All light fixtures located within fifty (50) feet of any residential use or residential property boundary shall not exceed fifteen (15) feet in height.

*Illustration 10-9: Light Fixture Height Standards*



## 3. Light source (lamp)

Only **LED (light emitting diode)**, incandescent, fluorescent, ~~metal-halide~~ or color corrected high-pressure sodium may be used. The same light source type shall be used for the same or similar types of lighting on any one (1) site throughout any development.

## 4. Mounting

Fixtures shall be mounted in such a manner that the cone of light is contained on-site and does not cross any property line of the site.

## 5. ~~Limit lighting to periods of activity~~

~~The use of sensor technologies, timers or other means to activate lighting during times when it will be needed may be required by the Community Development Director to conserve energy, provide safety and promote compatibility between different land uses.~~

## E. Specific Standards

### 1. Security lighting

- a. Building-mounted security light fixtures such as wall packs shall not project above the fascia or roof line of the building and shall be shielded.
- b. Security fixtures shall not face a residential property.

c. Security fixtures shall not be substituted for parking area or walkway lighting and shall be restricted to loading, storage, service and similar locations.

## 2. Accent lighting

Only lighting used to accent architectural features, landscaping, art or that employs a particular historic and thematic style ~~as preferred by the Comprehensive Plan~~ such as Victorian lamp posts, may be directed upward.

## 3. Canopy area lighting

All development that incorporates a canopy area over fuel sales, automated teller machines or similar installations shall use a recessed lens cover flush with the bottom surface of the canopy that provides full cutoff or shielded light distribution.

## 4. ~~Tear sheets required~~

~~Tear sheets for all lighting fixtures (luminaries) to be installed on site shall be required.~~

## F. Entrances and Exits in Nonresidential and Multifamily Development

All entrances and exits to buildings used for nonresidential purposes and open to the general public, along with all entrances and exits in multifamily residential buildings, shall be adequately lighted to ensure the safety of persons and the security of the building.

## G. Commercial Parking Area Lighting

All commercial parking areas shall be required to provide lighting only during nighttime hours of operation.

## H. Excessive Illumination

1. Lighting within any lot that unnecessarily illuminates and interferes with the use or enjoyment of any other lot is prohibited. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this Section or if the standard could reasonably be achieved in a manner that would not interfere with the use or enjoyment of neighboring properties. The violations of any of the regulations contained herein shall be deemed by the Town as a public nuisance, and such nuisances may be abated or prosecuted in accordance with the procedures established within the Palisade Municipal Code.

~~2. Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.~~

~~3. All lighting, including any exterior floodlights, shall be shielded so that substantially all emitted light falls within the property line of the property from which the light emanates.~~

~~4. Illumination using bare illuminated tubing or strings of lights that completely outline or define property lines, sales areas, roofs, doors, windows or similar areas in a manner that is not primarily for safety purposes is prohibited, except for temporary holiday displays.~~

~~5. All lighting fixtures used to illuminate an off street parking area shall be arranged so as to direct or shield the light away from any adjoining residential premises.~~

~~6. Lighting used to illuminate commercial sites and parking areas shall be arranged, located or screened to direct light away from any adjoining or abutting residential district or use or any street rights-of-way.~~

## Section 10.01 Off-Street Parking and Loading Requirements

### D. Design Standards

#### 5. Lighting

Where off-street facilities are provided for parking or any other vehicular use, adequate outdoor lighting shall be provided. Lighting shall be so arranged as to direct the light and glare away from streets and adjacent property (~~see consistent with the requirements of Section 10.05, Outdoor lighting~~).

## Section 9.05 Utilities

### D. Street Lighting

The subdivider shall be responsible for the installation and cost of street lighting in all subdivisions in accordance with the requirements of this Section.

1. Prior to installation of street lighting, a street lighting design plan shall be approved by the Community Development Director, including determination of the location and number of street lights. Streetlights shall be located so as to be of general benefit to the surrounding neighborhood. The developer shall be required to provide and install ~~ornamental metal standard and high pressure sodium vapor lamps~~ light poles where determined on the approved street lighting design plan on public streets in subdivisions within the Town limits.

2. The type of equipment, method of installation and location of the wiring and light poles shall meet the minimum standards and requirements of the electric company from which electricity is to be purchased and the requirements of Section 10.05.

## **Section 4.01.E., Text Amendment Approval Criteria**

In evaluating any proposed amendment of the text of the Land Development Code, the following shall be considered:

1. The extent to which the proposed text amendment is consistent with the remainder of the LDC, including, specifically, any purpose and intent statements;

*The proposed text amendment is consistent with the remainder of the LDC, specifically the section on parking and street lights in subdivisions.*

2. The amendment must not adversely affect the public health, safety or general welfare;

*The proposed text amendment seeks to improve the public health, safety or general welfare by reducing light pollution.*

3. The amendment is necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas affected;

*Dark-sky interest has grown within Palisade and has become an important value for those who reside here.*

4. The proposed text amendment revises the LDC to comply with state or federal statutes or case law; or

*The proposed text amendment does not go against any state or federal statutes or case law.*

5. The proposed text is found to be consistent with the Town's adopted comprehensive plan.

*The feedback on the Comprehensive Plan update indicates support for dark-sky compliant lighting.*

## **RECOMMENDATION**

The Planning Commission reviewed the proposed text amendment to the LDC and makes a recommendation of approval, based on the above approval criteria, to the Board of Trustees.

# LIGHT TO PROTECT THE NIGHT

## Five Principles for Responsible Outdoor Lighting



**Illuminating**  
ENGINEERING SOCIETY



### USEFUL



#### ALL LIGHT SHOULD HAVE A CLEAR PURPOSE

Before installing or replacing a light, determine if light is needed. Consider how the use of light will impact the area, including wildlife and the environment. Consider using reflective paints or self-luminous markers for signs, curbs, and steps to reduce the need for permanently installed outdoor lighting.

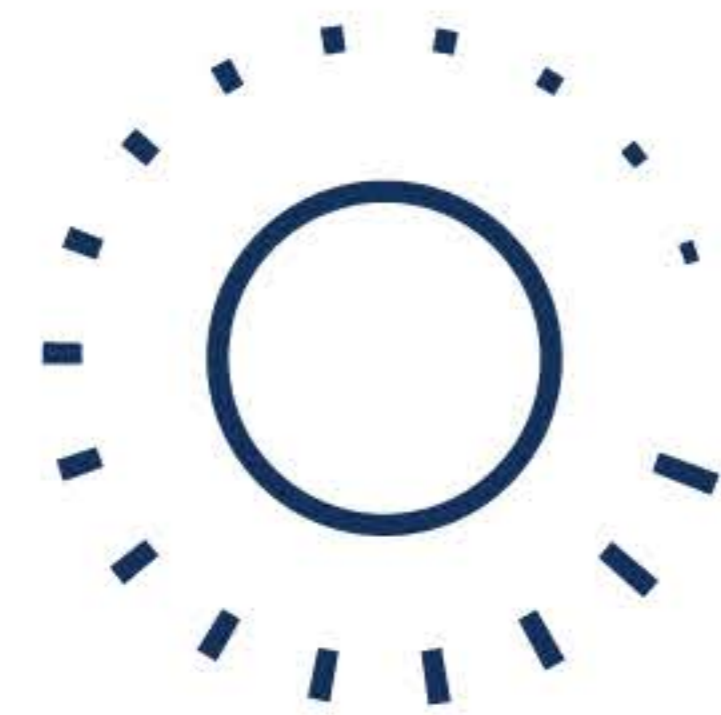
### TARGETED



#### LIGHT SHOULD BE DIRECTED ONLY TO WHERE NEEDED

Use shielding and careful aiming to target the direction of the light beam so that it points downward and does not spill beyond where it is needed.

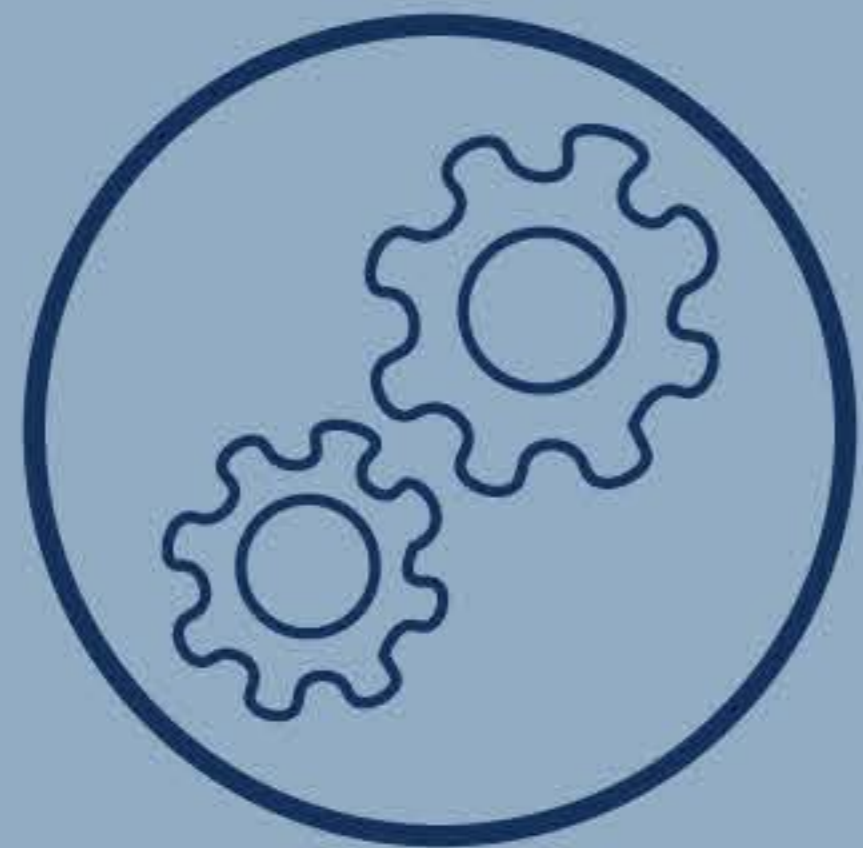
### LOW LIGHT LEVELS



#### LIGHT SHOULD BE NO BRIGHTER THAN NECESSARY

Use the lowest light level required. Be mindful of surface conditions as some surfaces may reflect more light into the night sky than intended.

### CONTROLLED



#### LIGHT SHOULD BE USED ONLY WHEN IT IS USEFUL

Use controls such as timers or motion detectors to ensure that light is available when it is needed, dimmed when possible, and turned off when not needed.

### COLOR



#### USE WARMER COLOR LIGHTS WHERE POSSIBLE

Limit the amount of shorter wavelength (blue-violet) light to the least amount needed.

**TOWN OF PALISADE, COLORADO  
ORDINANCE NO. 2022-16**

**AN ORDINANCE OF THE TOWN OF PALISADE, COLORADO  
AMENDING THE LAND DEVELOPMENT CODE REGARDING  
OUTDOOR LIGHTING**

**WHEREAS**, pursuant to Section 31-23-305, C.R.S., the Board of Trustees may adopt, alter or amend zoning and regulations; and

**WHEREAS**, the Palisade Board of Trustees desires to amend the Land Development Code regarding outdoor lighting to minimize light pollution; and

**WHEREAS**, the Town's Planning Commission has recommended to the Board of Trustees that the amendments to the Land Development Code contained in this Ordinance be adopted; and

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-306, C.R.S., on August 2, 2022 a public hearing was held before the Planning Commission to consider a recommendation of an amendment of the Land Development Code to the Board of Trustees as set forth herein, following public notice as required by law; and

**WHEREAS**, in accordance with Sections 3.02 and 4.01 of the Land Development Code, and Section 31-23-304, C.R.S., on August 23, 2022 a public hearing was held before the Board of Trustees to consider the amendment of the Land Development Code as set forth herein, following public notice as required by law; and

**WHEREAS**, the Board of Trustees finds and determines that the amendments to the Land Development Code, as contained herein, are necessary and designed for the purpose of promoting the health, safety, convenience, order, prosperity and welfare of the present and future inhabitants of the Town of Palisade and are consistent with the Town's Comprehensive Plan and the Town's other goals, policies and plans.

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

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

**Section 2.** Land Development Code Section 10.05 is hereby amended **with new additions underlined and deletions in ~~strikethrough~~** as shown on Exhibit A attached hereto and incorporated herein by this reference.

**Section 3.** Land Development Code Section 10.01.D.5 is hereby amended **with new additions underlined and deletions in ~~strikethrough~~** as follows:

**Section 10.01 Off-Street Parking and Loading Requirements**

#### **D. Design Standards**

##### **5. Lighting**

Where off-street facilities are provided for parking or any other vehicular use, adequate outdoor lighting shall be provided. Lighting shall be so arranged as to direct the light and glare away from streets and adjacent property (~~see consistent with the requirements of~~ Section 10.05, Outdoor lighting).

**Section 4.** Land Development Code Section 9.05.D is hereby amended **with new additions underlined and deletions in ~~strikethrough~~** as follows:

#### **Section 9.05 Utilities**

##### **D. Street Lighting**

The subdivider shall be responsible for the installation and cost of street lighting in all subdivisions in accordance with the requirements of this Section.

1. Prior to installation of street lighting, a street lighting design plan shall be approved by the Community Development Director, including determination of the location and number of street lights. Streetlights shall be located so as to be of general benefit to the surrounding neighborhood. The developer shall be required to provide and install ~~ornamental metal standard and high pressure sodium vapor lamps~~ light poles where determined on the approved street lighting design plan on public streets in subdivisions within the Town limits.

2. The type of equipment, method of installation and location of the wiring and light poles shall meet the minimum standards and requirements of the electric company from which electricity is to be purchased and the requirements of Section 10.05.

**INTRODUCED, READ, PASSED, ADOPTED AND ORDERED PUBLISHED** at a regular meeting of the Board of the Trustees of the Town of Palisade, Colorado, held on August 23, 2022.

TOWN OF PALISADE, COLORADO

By: \_\_\_\_\_  
Greg Mikolai, Mayor



Town of Palisade, Colorado  
Ordinance No. 2022-16  
Page 3 of 3

ATTEST:

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Keli Frasier, Town Clerk

## EXHIBIT A

### Section 10.05 Outdoor Lighting

#### A. Purpose

The purpose of this Section is to ensure that ~~vehicle circulation, pedestrian, parking and other areas have adequate outdoor lighting to provide safety at night, while limiting the negative impacts on adjacent properties.~~

outdoor lighting in the Town meets the following principles identified by the International Dark-Sky Association (IDA):

1. Useful: All light should have a clear purpose;
2. Targeted: Light should be directed only to where needed;
3. Low Light Level: Light should be no brighter than necessary;
4. Controlled: Light should be used only when it is useful;
5. Color: Use warmer color lights where possible;

#### B. Applicability

1. All new ~~development~~ lighting installed after the adoption of this section shall comply with the standards of this Section.

~~2. Where a building, structure or use existed as of the effective date of this Section and such building is enlarged in gross floor area or impervious area on the site by no more than ten percent (10%) or two thousand (2,000) square feet, whichever is less, outdoor lighting as specified in this Section shall not be required.~~

~~3.~~ 2. The following shall be exempt from the outdoor lighting requirements of this Section:

~~a. Fixtures (luminaries) with a light output of less than one thousand (1,000) lumens.~~

~~b. Public recreational playfield lighting; and~~

~~c. Fixtures with a light output of more than one thousand (1,000) lumens may be allowed with an active or activated motion sensor.~~

a. Illumination of the United States flag, provided that such light does not interfere with the vision of drivers or pedestrians;

b. Lights which are a part of a Town event or public gathering, so long as the event or gathering is of a temporary nature;

c. Holiday lighting;

d. Construction lighting used for the purpose of illuminating construction work activities, provided that the illumination source is directed internally toward the project site and is turned off each night when work is halted.

#### C. Outdoor Lighting Principles

1. Useful:

a. Outdoor lighting shall primarily be used to provide safety while secondarily accenting key architectural elements and to emphasize landscape features. Light fixtures shall be designed as an integral design element that complements the design of the project. This may be accomplished through style, material or color.

b. Lighting plan required: To ensure that all new construction complies with the lighting standards, a lighting plan shall be submitted for all new construction in the Town. The lighting plan shall include the following information:

The type and luminous intensity of each light source and wattage;

Fixture location and height above grade of each light fixture;

Shielding and mounting details;

Tear sheets for all lighting fixtures (luminaries) to be installed on site shall be required;

Other information deemed necessary to document compliance with the provisions of the lighting regulations.

2. Targeted:

a. Lighting used to illuminate commercial sites and parking areas shall be arranged, located or screened to direct light or shield the light away from any adjoining or abutting residential premises, district or use.

b. Lighting shall not be oriented so as to direct glare or excessive illumination onto streets or rights-of-way in a manner that may distract or interfere with the vision of drivers on such streets.

c. All lighting, including any exterior floodlights, shall be shielded so that substantially all emitted light falls within the property line of the property from which the light emanates.

3. Low Light Level:

a. The following light fixtures and sources shall not be used within the Town where the direct light emitted is visible from adjacent areas:

Low-pressure sodium and mercury vapor light sources;

Cobra-head-type fixtures having dished or drop lenses or refractors which house other than incandescent sources; and

Searchlights and other high-intensity narrow-beam fixtures.

b. Illumination using bare illuminated tubing that completely outline or define property lines, sales areas, roofs, doors, windows or similar areas in a manner that is not primarily for safety purposes is prohibited.

4. Controlled:

a. The use of sensor technologies, timers or other means to limit lighting to periods of activity may be required by the Community Development Director to conserve energy, provide safety and promote compatibility between different land uses.

5. Color:

a. Maximum temperature is 3500 Kelvin (K).

C. Prohibited Light Sources

~~The following light fixtures and sources shall not be used within the Town where the direct light emitted is visible from adjacent areas:~~

~~1. Low pressure sodium and mercury vapor light sources;~~

~~2. Cobra-head-type fixtures having dished or drop lenses or refractors which house other than incandescent sources; and~~

~~3. Searchlights and other high-intensity narrow-beam fixtures.~~

#### D. Lighting Design Requirements

~~Outdoor lighting shall primarily be used to provide safety while secondarily accenting key architectural elements and to emphasize landscape features. Light fixtures shall be designed as an integral design element that complements the design of the project. This may be accomplished through style, material or color.~~

All lighting fixtures designed or placed so as to illuminate any portion of a site shall meet the following requirements:

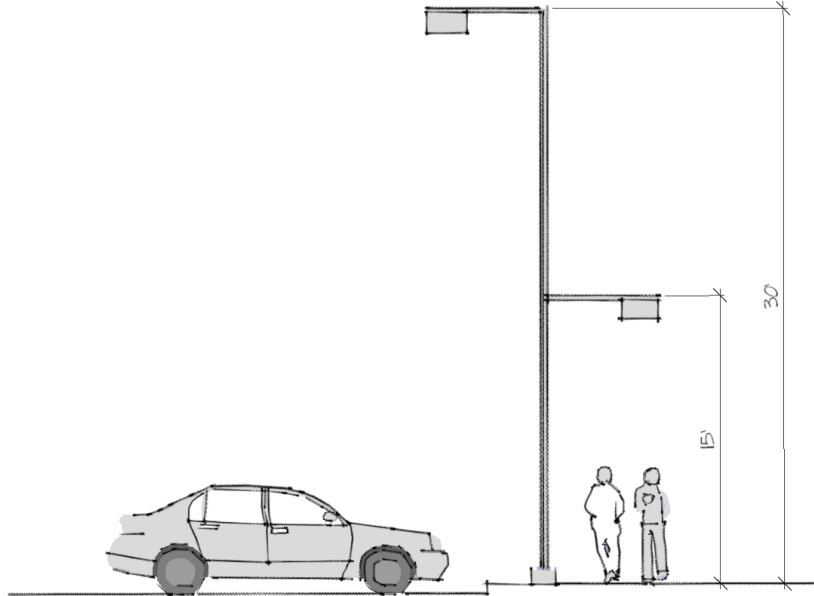
##### 1. Fixture (luminaire)

The light source shall be concealed and shall not be visible from any street rights-of-way or adjacent properties. In order to direct light downward and minimize the amount of light spillage into the night sky and onto adjacent properties, all lighting fixtures shall be full cutoff fixtures.

##### 2. Fixture height

Lighting fixtures shall be a maximum of ~~thirty (30)~~ twenty (20) feet in height within parking areas and shall be a maximum of fifteen (15) feet in height within non-vehicular pedestrian areas. All light fixtures located within fifty (50) feet of any residential use or residential property boundary shall not exceed fifteen (15) feet in height.

*Illustration 10-9: Light Fixture Height Standards*



##### 3. Light source (lamp)

Only LED (light emitting diode), incandescent, fluorescent, ~~metal halide~~ or color corrected high-pressure sodium may be used. The same light source type shall be used for the same or similar types of lighting on any one (1) site throughout any development.

##### 4. Mounting

Fixtures shall be mounted in such a manner that the cone of light is contained on-site and does not cross any property line of the site.

#### ~~5. Limit lighting to periods of activity~~

~~The use of sensor technologies, timers or other means to activate lighting during times when it will be needed may be required by the Community Development Director to conserve energy, provide safety and promote compatibility between different land uses.~~

### **E. Specific Standards**

#### 1. Security lighting

a. Building-mounted security light fixtures such as wall packs shall not project above the fascia or roof line of the building and shall be shielded.

b. Security fixtures shall not face a residential property.

c. Security fixtures shall not be substituted for parking area or walkway lighting and shall be restricted to loading, storage, service and similar locations.

#### 2. Accent lighting

Only lighting used to accent architectural features, landscaping, art or that employs a particular historic and thematic style ~~as preferred by the Comprehensive Plan~~ such as Victorian lamp posts, may be directed upward.

#### 3. Canopy area lighting

All development that incorporates a canopy area over fuel sales, automated teller machines or similar installations shall use a recessed lens cover flush with the bottom surface of the canopy that provides full cutoff or shielded light distribution.

#### ~~4. Tear sheets required~~

~~Tear sheets for all lighting fixtures (luminaries) to be installed on-site shall be required.~~

### **F. Entrances and Exits in Nonresidential and Multifamily Development**

All entrances and exits to buildings used for nonresidential purposes and open to the general public, along with all entrances and exits in multifamily residential buildings, shall be adequately lighted to ensure the safety of persons and the security of the building.

### **G. Commercial Parking Area Lighting**

All commercial parking areas shall be required to provide lighting only during nighttime hours of operation.

### **H. Excessive Illumination**

1. Lighting within any lot that unnecessarily illuminates and interferes with the use or enjoyment of any other lot is prohibited. Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this Section or if the standard could reasonably be achieved in a manner that would not interfere with the use or enjoyment of neighboring properties. The violations of any of the regulations contained herein shall be deemed by the Town as a public nuisance, and such nuisances may be abated or prosecuted in accordance with the procedures established within the Palisade Municipal Code.

~~2. Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.~~

~~3. All lighting, including any exterior floodlights, shall be shielded so that substantially all emitted light falls within the property line of the property from which the light emanates.~~

~~4. Illumination using bare illuminated tubing or strings of lights that completely outline or define property lines, sales areas, roofs, doors, windows or similar areas in a manner that is not primarily for safety purposes is prohibited, except for temporary holiday displays.~~

~~5. All lighting fixtures used to illuminate an off-street parking area shall be arranged so as to direct or shield the light away from any adjoining residential premises.~~

~~6. Lighting used to illuminate commercial sites and parking areas shall be arranged, located or screened to direct light away from any adjoining or abutting residential district or use or any street rights-of-way.~~